

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

**March 28, 2016**

**PLEDGE OF ALLEGIANCE**

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

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

**NOTICE**

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

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**COMMUNICATIONS TO THE BOARD**

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1.     A. Written:
- B. Oral:

2.     **ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

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

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<b><u>CONSENT CALENDAR</u></b>	<b><u>Next Resolution No. 2016-6</u></b>	<b><u>Items 3-6</u></b>
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3.     **MINUTES OF BOARD MEETING**

Recommendation: That the minutes of the March 14, 2016 Regular Board Meeting be approved as presented.

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

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

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<b>CONSENT CALENDAR – Continued</b>	<b>Next Resolution No. 2016-6</b>	<b>Items 3-6</b>
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5.     FEBRUARY TREASURY REPORTS

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report, the Monthly Interest Rate Swap Summary for February 2016, and Disclosure Report of Reimbursements to board members and staff; approve the February 2016 summary of payroll ach payments in the total amount of \$1,560,359 and approve the February 2016 accounts payable disbursement summary of warrants 364865 through 365607, workers' compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$29,907,100.

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**ACTION CALENDAR**

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6.     PETERS CANYON WASH CHANNEL WATER CAPTURE AND REUSE PIPELINE AGREEMENT FOR DRY WEATHER URBAN RUNOFF DISCHARGE AND CONTRACT CHANGE ORDER

Recommendation: That the Board authorize the General Manager to execute the agreement for dry weather urban runoff discharge with the Orange County Sanitation District subject to non-substantive changes, and approve Contract Change Order No. 3 in the amount of \$210,036.51 with E.J. Meyer Company for the Peters Canyon Wash Channel Water Capture and Reuse Pipeline, project 4985.

7.     REVISED POLICY POSITION PAPER – MWDOC RATE STRUCTURE

Recommendation: That the Board approve the Municipal Water District of Orange County Rate Structure Policy Position Paper, as amended.

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**OTHER BUSINESS**

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

8.     A. General Manager's Report

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**OTHER BUSINESS**

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8. B. Directors' Comments

C. Adjourn

Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Irvine Ranch Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection in the District's office, 15600 Sand Canyon Avenue, Irvine, California ("District Office"). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District Secretary of the District Office at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available at the entrance to the Board of Directors Room of the District Office. The Irvine Ranch Water District Board Room is wheelchair accessible. If you require any special disability-related accommodations (e.g., access to an amplified sound system, etc.), please contact the District Secretary at (949) 453-5300 during business hours at least seventy-two (72) hours prior to the scheduled meeting. This agenda can be obtained in alternative format upon written request to the District Secretary at least seventy-two (72) hours prior to the scheduled meeting.

March 28, 2016

Prepared and

Submitted by: L. Bonkowski

Approved by: P. Cook



CONSENT CALENDAR

MINUTES OF BOARD MEETING

SUMMARY:

Provided are the minutes of the March 14, 2016 Regular Board Meeting for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE MARCH 14, 2016 REGULAR BOARD MEETING BE APPROVED AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – March 14, 2016 Minutes

## EXHIBIT "A"

### MINUTES OF REGULAR MEETING – MARCH 14, 2016

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:00 p.m. by President Matheis on March 14, 2016 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

Directors Present: Reinhart, LaMar, Swan, Matheis and Withers

Directors Absent: None.

Also Present: General Manager Cook, Executive Director of Engineering and Water Quality Burton, Executive Director of Finance and Administration Clary, Executive Director of Water Policy Weghorst, Executive Director of Operations Sheilds, Director of Water Resources Sanchez, Director of Public Affairs Beeman, Director of Human Resources Roney, Assistant Director of Water Operations Roberts, Assistant Director of Recycling Zepeda, Legal Counsel Arneson, Secretary Bonkowski, Mr. Eric Akiyoshi, Ms. Dorien McElroy, Mr. Matthew Veeh, Mr. Christopher Smithson, Mr. John Dayer, Ms. Kelly Welch, Mr. Jim Reed, Mr. Bruce Newell, Mr. Karl Seckel, Mr. Norris Brandt, Mr. William Cassidy, and other members of the public and staff.

WRITTEN AND ORAL COMMUNICATIONS: None.

ITEMS RECEIVED TOO LATE: None.

### PRESENTATION

#### IRWD RECOGNITION BY CALIFORNIA WATER ENVIRONMENT ASSOCIATION

Representatives of the Santa Ana River Basin Section of the California Water Environment Association presented to General Manager Cook and President Matheis its 2015 Collection System of the Year award for the local section.

### WORKSHOP

#### WATER RELIABILITY

Using a PowerPoint presentation, Director of Water Resources Fiona Sanchez provided the baseline scenario modeling results from IRWD's Water Reliability Study. Ms. Sanchez reviewed the water reliability study objectives and overview, the reliability model including baseline assumptions, baseline results and scenario development as well as project schedule. Following discussion with the Board, staff was asked to schedule the next strategic planning session for further discussion.

## CONSENT CALENDAR

On MOTION by Withers, seconded and unanimously carried, CONSENT CALENDAR ITEMS 5 THROUGH 13 WERE APPROVED AS FOLLOWS:

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

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

6. MINUTES OF REGULAR BOARD MEETING

Recommendation: That the minutes of the February 8, 2016 Regular Board meeting be approved as presented.

7. 2016 LEGISLATIVE UPDATE

Recommendation: That Board authorize staff to seek amendments to AB 2304 (Levine) to protect IRWD's interests and existing efforts related to water transfers; adopt a "support" position on SB 814 (Hill); adopt a "support" position on AB 2022 (Gordon) and adopt a "support" position on H.R. 4615 (Huffman).

8. PLANNING AREA 51 HERITAGE FIELDS CAPITAL FACILITIES

Recommendation: That the Board authorize the addition of the GP-1 from Marine Way to GP-2 Domestic Water, Sewer and Recycled Water Improvement Projects 6512, 6513 and 6514 to the FY 2015-16 Capital Budget in the amount of \$335,300; \$938,300 and \$536,800 respectively; authorize the addition of the GP-2 from Bosque to GP-1 Domestic Water, Sewer and Recycled Water Improvement Projects 6536, 6537 and 6538 to the FY 2015-16 Capital Budget in the amount of \$531,300; \$333,300 and \$1,049,400 respectively; authorize budget increases for project 6016 in the amount of \$122,100, from \$34,100 to \$156,200, project 6017 in the amount of \$86,900, from \$28,600 to \$115,500, project 6018 in the amount of \$803,000, from \$609,400 to \$1,412,400; and authorize the General Manager to approve Expenditure Authorizations for projects 6016, 6017 and 6018.

9. CULVER DRIVE SEWER MANHOLE IMPROVEMENTS FINAL ACCEPTANCE

Recommendation: That the Board accept construction of the Culver Drive Sewer Manhole Improvements, project 5450; authorize the General Manager to file a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

10. BAKER WATER TREATMENT PLANT CONTRACT CHANGE ORDER

Recommendation: That the Board approve Contract Change Order No. 14 in the amount of \$357,883 with PCL Construction for the Baker Water Treatment Plant, Project 5027.

CONSENT CALENDAR (CONTINUED)

11. JANUARY 2016 TREASURY REPORTS

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report, the Monthly Interest Rate Swap Summary for January 2016, and Disclosure Report of Reimbursements to Board members and staff; approve the January 2016 Summary of Payroll ACH payments in the total amount of \$1,634,115 and approve the January 2016 accounts payable Disbursement Summary of Warrants 364169 through 364864, Workers' Compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$22,607,260.

12. REVISED PERSONNEL POLICIES AND PROCEDURES (PERSONNEL POLICY NO. 6)

Recommendation: That the Board adopt the following resolution by title:

RESOLUTION NO. 2016 -5

RESOLUTION OF THE BOARD OF DIRECTORS OF  
IRVINE RANCH WATER DISTRICT,  
RESCINDING RESOLUTION NO. 2015-31 AND  
ESTABLISHING REVISED PERSONNEL POLICIES  
(FOR POLICY NO. 6)

13. COMMERCIAL REAL ESTATE BROKER UPDATE

Recommendation: That the Board authorize staff to execute a listing agreement with Colliers International for a 12-month period for commercial leasing services related to the 230 Commerce and the Waterworks Business Park office properties, and execute a joint listing agreement with Colliers International and Cushman & Wakefield for a six-month period for leasing services related to the future Sand Canyon Professional Center office property.

ACTION CALENDAR

EMPLOYEE LOAN PROGRAM DEFERRED COMPENSATION 457 PLAN

General Manager Cook reported that based on feedback received from the District's 2015 deferred compensation employee survey, and inquiries from quarterly deferred compensation meetings and employee association meetings, employees have requested an option for loans to be made available from their deferred compensation accounts. Mr. Cook said that staff has researched the pros and cons of offering a loan program which included information provided by the District's plan provider, Empower Retirement, as well as feedback from a survey of other agencies regarding loan options available with their respective retirement plans. He said that this approval would extend to the 457 Plan only (employee contributions), and would not be available from the 401(a) Plan (District contributions).

Mr. Cook said that based on staff's evaluation of various loan program options offered by Empower as well as the agencies that responded to the District's NAGDA survey, staff recommends a conservative program, allowing for retirement plan loans under the following general parameters: 1) Plan participants may have no more than one retirement plan loan outstanding at any time; 2) loan amounts will be consistent with IRS limits including a maximum loan amount of \$50,000 or 50% of the employee's balance, whichever is less; 3) general purpose loans shall be amortized over a five-year period, and loans used for a primary residence may be amortized over 15 years (per IRS regulations); and 4) employees will be required to acknowledge in writing that any loan not repaid will become taxable income.

Director Swan reported that this item was reviewed by the Finance and Personnel Committee on February 2, 2016. He asked that language be included in the motion to require employees to acknowledge by signature during the application process that if the loan is not paid back, it will become taxable income to the participant/employee which will apply to current employees and employees who have separated service. There being on objection, on MOTION by Swan, seconded and unanimously carried, **THE BOARD APPROVED THE AMENDMENT OF IRWD'S DEFERRED COMPENSATION 457 PLAN TO ALLOW FOR EMPLOYEE LOANS, WITH NO MORE THAN ONE LOAN OUTSTANDING AT ONE TIME, AND UTILIZING THE IRS MAXIMUM LOAN AMOUNT OF \$50,000 OR 50% OF THE VESTED BALANCE, WHICHEVER IS LESS, AMORTIZATION OF GENERAL PURPOSE LOANS OVER FIVE YEARS, AND LOANS FOR A PRIMARY RESIDENCE AMORTIZED OVER 15 YEARS, AND THAT IF THE SUM OF ALL LOAN PAYMENTS DUE IN A CALENDAR QUARTER ARE NOT MADE AND PAYMENTS ARE NOT RECEIVED BY THE END OF THE FOLLOWING CALENDAR QUARTER, PURSUANT TO INTERNAL REVENUE CODE RULES AND REGULATIONS, THE LOAN WILL BE IN DEFAULT, AND AS A RESULT, THE ENTIRE OUTSTANDING LOAN BALANCE, INCLUDING ACCRUED BUT UNPAID INTEREST, SHALL BE DEEMED DISTRIBUTED AND WILL BE TAX REPORTED IN THE CALENDAR YEAR OF DEFAULT.**

#### 2016 REGULAR LAFCO SPECIAL DISTRICTS' SEAT ELECTION

General Manager Cook reported that the current term of office for one of the two Regular Special District seats on the Orange County Local Agency Formation Commission (LAFCO) will expire on June 30, 2016 and that Charley Wilson has indicated his interest in continuing to represent Special Districts at LAFCO. Mr. Cook said that LAFCO is now accepting nominations for the position. He said that staff recommends that the Board authorize the nomination of Mr. Wilson for the open seat and process the necessary forms to authorize submission of the nomination form and vote at the election. On MOTION by Reinhart, seconded and unanimously carried, **THE BOARD AUTHORIZED THE DISTRICT SECRETARY TO SUBMIT THE "DECLARATION OF QUALIFICATION TO VOTE" FORM DESIGNATING PRESIDENT MARY AILEEN MATHEIS AS IRWD'S AUTHORIZED VOTING MEMBER AND VICE PRESIDENT DOUGLAS REINHART AS IRWD'S ALTERNATE VOTING MEMBER FOR THE ORANGE COUNTY SPECIAL DISTRICT SELECTION COMMITTEE ELECTION; NOMINATE SANTA MARGARITA WATER DISTRICT DIRECTOR CHARLEY WILSON AS A CANDIDATE FOR THE REGULAR LAFCO SPECIAL DISTRICT SEAT; AUTHORIZED PRESIDENT MATHEIS OR THE DESIGNATED ALTERNATE TO SUBMIT THE "2016 NOMINATION FORM" ON BEHALF OF DIRECTOR WILSON; AND AUTHORIZED THE DISTRICT'S VOTING MEMBER TO CAST THE DISTRICT'S BALLOT IN FAVOR OF DIRECTOR WILSON.**



STOCKDALE WEST INTEGRATED WATER BANKING PROJECT CONSTRUCTION PHASE SERVICES CONSULTANT SELECTION, CONSTRUCTION AWARD, AND BUDGET ADJUSTMENTS

This Project includes construction of water banking facilities on IRWD's Stockdale property including the drilling and equipping of three new extraction wells, construction of conveyance facilities, construction of a turn-out structure from the Cross Valley Canal (CVC), and construction of a turn-in facility to the CVC Return Pipeline. On MOTION by Swan, seconded and unanimously carried, THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DEE JASPAR & ASSOCIATES, INC. IN THE AMOUNT OF \$833,777 FOR CONSTRUCTION PHASE SERVICES; AUTHORIZED THE GENERAL MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH W.M. LYLES COMPANY IN THE AMOUNT OF \$9,343,964.90 FOR THE STOCKDALE WEST INTEGRATED WATER BANKING, PROJECT 3766; AUTHORIZED A BUDGET DECREASE IN THE FY 2015-16 CAPITAL BUDGET FOR PROJECT 6145 IN THE AMOUNT OF <\$2,557,500>, FROM \$2,557,500 TO \$0; AND AUTHORIZED A BUDGET INCREASE IN THE FY 2015-16 CAPITAL BUDGET FOR PROJECT 3766 IN THE AMOUNT OF \$7,595,700, FROM \$4,744,900 TO \$12,340,600.

CHLORAMINE BOOSTER STATIONS AT FOOTHILL ZONE 6 AND PORTOLA ZONE 8 RESERVOIRS CONSTRUCTION AWARD

This project will construct chloramine booster stations at the Foothill Zone 6 and Portola Zone 8 Reservoirs. On MOTION by Reinhart, seconded and unanimously carried, THE BOARD AUTHORIZED A BUDGET INCREASE IN THE AMOUNT OF \$376,200, FROM \$2,501,200 TO \$2,877,400 FOR PROJECT 4409, AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH OLSSON CONSTRUCTION IN THE AMOUNT OF \$1,921,500 FOR THE CHLORAMINE BOOSTER STATIONS AT FOOTHILL ZONE 6 AND PORTOLA ZONE 8 RESERVOIRS,

PURCHASE OF TWO COMBINATION JETTER/VACUUM TRUCKS

IRWD owns and operates a fleet of highly-specialized vehicles used to maintain its sewerage collections system, ensuring the protection of public health and the environment while complying with the IRWD Sewer System Management Plan. The combination jetter/vacuum truck is used by staff to conduct proactive, preventive, and corrective maintenance on IRWD's sewers and to respond to sewer system emergencies. On MOTION by Swan, seconded and unanimously carried, THE BOARD AUTHORIZED THE ADDITION OF \$1,232,700 TO THE FY 2015-16 GENERAL PLANT BUDGET FOR THE PURCHASE OF TWO COMBINATION JETTER/VACUUM TRUCKS.

OTHER BUSINESS

GENERAL MANAGER'S REPORT

General Manager Cook reported on water conservation efforts for February noting that the amount of water used was the same as in 2013. Mr. Cook said that February was the hottest on

record, and that he takes great pride in noting that customers used 54 gallons per day. He said that the new current restriction for March is 9%.

Mr. Cook reported on recent Orange County Water District (OCWD) discussions relative to desalination and that the District still has concerns relative to water quality. He said that staff met with Poseidon relative to distribution levels. He said that he also attended OCWD's Finance and Personnel Committee meeting to present the District's position on the treated water, and again presented his letter relative to IRWD concerns.

Executive Director of Operations Patrick Shields introduced to the Board Mr. Jose Zepeda, the District's new Assistant Director of Recycling.

### DIRECTORS' COMMENTS

Director LaMar reported on his attendance at an ACWA Board workshop relative to strategic plan objectives, and a WACO meeting where Mr. Roger Patterson presented an MWD update.

Director Withers reported that tomorrow he will be attending an Orange County Sanitation District Government Affairs and Legislative Committee meeting, a LAFCO strategic planning meeting on Friday, and a Concordia's Public Affairs Board meeting next Tuesday. He said he participated in a Blue Technology conference as part of a CalState water panel. He further said he received great feedback from the City of Irvine relative to Executive Director of Finance Cheryl Clary's presentation on water rates and rate setting at an ACC-OC event.

Director Swan reported on his attendance at an Urban Water Institute conference, a CASA conference in Washington, DC, a WACO meeting, an OCWD Water Issues meeting, a retirement event for Mary Anne Skorpanich from the County of Orange, and a meeting at SAWPA today representing the Newport Bay Watershed relative to Proposition 1.

Director Reinhart reported on his attendance at a MWDOC Board workshop, a SOCWA Board meeting, a presentation he and staff made at the Groves Mobile Home Park relative to recycled water, and a MWDOC administrative and Finance Committee meeting.

Director Matheis reported on her attendance at an ACWA conference in Washington, D.C., and an ACWA briefing in Sacramento last week relative to Article 10 and water marketing. She said that on Wednesday, she will be attending a Water Education annual briefing

### CLOSED SESSION

President Matheis said that the following Closed Session would be held this evening:

- C. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL RELATIVE TO ANTICIPATED LITIGATION - Government Code Section 54956.9(d)(2) – significant exposure to litigation (one potential case), and Government Code Section 54956.9(d)(4) – initiation of litigation (one potential case).

RECESS AND RECONVENE

Prior to recessing to Closed Session, a Special Bardeen Partners Board of Directors meeting was held at 6:59 p.m. Following this meeting, the IRWD Board meeting was reconvened with LaMar, Withers, Swan, Matheis, and Reinhart present. The Board then recessed to discuss the IRWD Closed Session item.

OPEN SESSION

Following the Closed Session, the meeting was reconvened with Reinhart, Withers, LaMar, Swan, and Matheis present. President Matheis said that there was no action to report.

ADJOURNMENT

President Matheis adjourned the meeting at 8:45 p.m.

APPROVED and SIGNED this 28th day of March, 2016.

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President, IRVINE RANCH WATER DISTRICT

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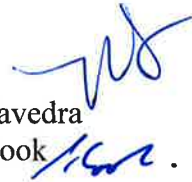
Secretary IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

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Legal Counsel - Bowie, Arneson, Wiles & Giannone

March 28, 2016  
Prepared and  
Submitted by: N. Savedra  
Approved by: P. Cook



CONSENT CALENDAR

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

SUMMARY:

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

Events/Meetings

Steven LaMar

3/17-18/16 California Environmental Dialogue Plenary Meeting, Burbank, CA  
3/21/16 Watershed Projects Discussion Meeting  
3/23/16 South Orange County Agencies' Meeting  
3/24-25/16 ACWA Board Meeting, Sacramento, CA

Mary Aileen Matheis

3/16-17/16 Water Education Foundation Executive Briefing, Sacramento, CA  
3/30/16 Monthly meeting w/General Manager Paul Cook re: District Activities  
3/31/16 ETWD/IRWD Coordination Meeting

Douglas Reinhart

3/23/16 South Orange County Agencies' Meeting  
3/30/16 Monthly meeting w/General Manager Paul Cook re: District Activities  
3/31/16 ETWD/IRWD Coordination Meeting

Peer Swan

3/15/16 WACO Planning Committee Meeting

John Withers

3/16/16 OCWA Meeting  
3/24/16 Annual Irvine Police Department Awards Event  
3/31/16 ISDOC Quarterly Meeting

Consent Calendar: Ratify/Approve Board of Directors' Attendance at Meetings and Events

March 28, 2016

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RECOMMENDATION:

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

LIST OF EXHIBITS:

None

March 28, 2016

Prepared by: Jennifer Davis/Tanja Fournier

Submitted by: Robert Jacobson/Cheryl Clary

Approved by: Paul Cook

## CONSENT CALENDAR

### FEBRUARY 2016 TREASURY REPORTS

#### SUMMARY:

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

- A. The Investment Summary Report for February 2016. This Investment Summary Report is in conformity with the 2016 Investment Policy and provides sufficient liquidity to meet estimated expenditures during the next six months, as outlined in Exhibit "A".
- B. The Monthly Interest Rate Swap Summary as of February 29, 2016, as outlined in Exhibit "B".
- C. The Summary of Payroll ACH payments in the total amount of \$1,560,359, as outlined in Exhibit "C".
- D. The February 29, 2016 Disbursement Summary of warrants 364865 through 365607, wire transfers, Workers' Compensation distributions, payroll withholding distributions, and voided checks in the total amount of \$29,907,100 as outlined in Exhibit "D".
- E. The Disclosure Report of Reimbursements to Board Members and Staff for February 2016, detailing payments or reimbursements for individual charges of \$100.00 or more per transaction, as outlined in Exhibit "E".

#### FISCAL IMPACTS:

As of February 29, 2016, the book value of the investment portfolio was \$228,962,809, with a 0.66% rate of return and a market value of \$228,887,601. Based on the District's December 31, 2015 quarterly real estate investment rate of return of 12.92%, the weighted average return for the fixed income and real estate investments was 3.54%.

As of February 29, 2016, the total notional amount of the interest rate swap portfolio was \$130 million of fixed payer swaps. Cash accrual in February from all swaps was negative \$596,657.

Payroll ACH payments totaled \$1,560,359, and wire transfers, all other ACH payments, and checks issued for debt service, accounts payable, payroll, and water purchases for February totaled \$29,907,100.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

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

RECOMMENDATION:

THAT THE BOARD RECEIVE AND FILE THE TREASURER'S INVESTMENT SUMMARY REPORT, THE MONTHLY INTEREST RATE SWAP SUMMARY FOR FEBRUARY 2016, AND DISCLOSURE REPORT OF REIMBURSEMENTS TO BOARD MEMBERS AND STAFF; APPROVE THE FEBRUARY 2016 SUMMARY OF PAYROLL ACH PAYMENTS IN THE TOTAL AMOUNT OF \$1,560,359 AND APPROVE THE FEBRUARY 2016 ACCOUNTS PAYABLE DISBURSEMENT SUMMARY OF WARRANTS 364865 THROUGH 365607, WORKERS' COMPENSATION DISTRIBUTIONS, WIRE TRANSFERS, PAYROLL WITHHOLDING DISTRIBUTIONS AND VOIDED CHECKS IN THE TOTAL AMOUNT OF \$29,907,100.

LIST OF EXHIBITS:

Exhibit "A" – Investment Summary Report

Exhibit "B" – Monthly Interest Rate Swap Summary

Exhibit "C" – Monthly Payroll ACH Summary

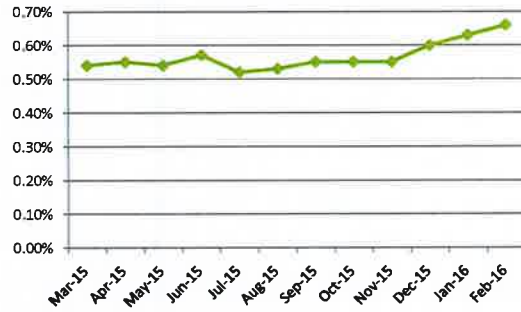
Exhibit "D" – Monthly Summary of District Disbursements

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

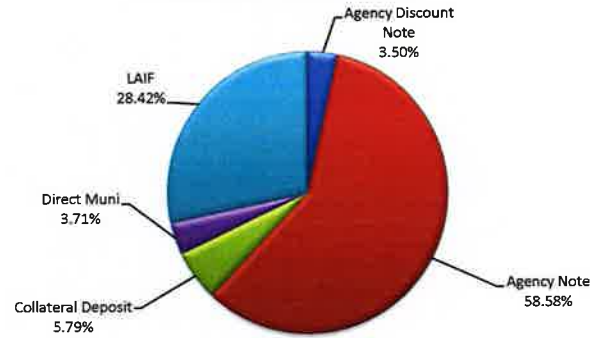
# Exhibit "A"

## Irvine Ranch Water District Investment Portfolio Summary February 2016

**Monthly Fixed Income Yield**



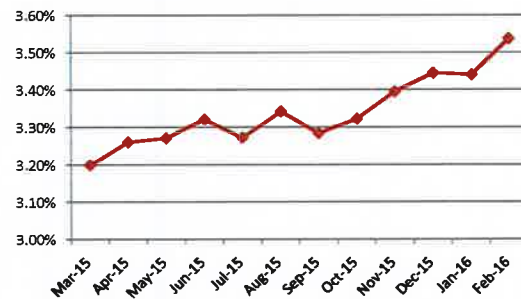
**Portfolio Distribution**



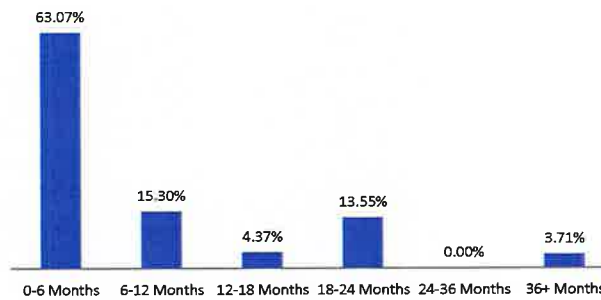
**Investment Summary**

Type	PAR	Book Value	Market Value
Agency Note	134,000,000	134,214,807	134,192,740
LAIF	65,000,000	65,000,000	64,947,153
Collateral Deposit	13,252,093	13,252,093	13,252,093
Direct Muni	8,496,575	8,496,575	8,496,575
Agency Discount Note	8,000,000	7,999,333	7,999,040
<b>Grand Total</b>	<b>228,748,668</b>	<b>228,962,809</b>	<b>228,887,601</b>

**Weighted Average Return  
Including Real Estate Portfolio**



**Maturity Distribution**



**Top Issuers**

Issuer	PAR	% Portfolio
State of California Treasury - LAIF	65,000,000	28.42%
Fed Home Loan Bank	61,000,000	26.67%
Fed Home Loan Mortgage Corp	46,000,000	20.11%
Fed Natl Mortgage Assoc	20,000,000	8.74%
Fed Farm Credit Bank	10,000,000	4.37%
ETWD	8,496,575	3.71%
Citi-Group Collateral	8,352,093	3.65%
Fed Ag Mortgage Corp	5,000,000	2.19%
Merrill Lynch Collateral	4,900,000	2.14%



IRVINE RANCH WATER DISTRICT  
INVESTMENT SUMMARY REPORT

02/29/16

SETTLMT *	Call Schedule	Initial Call	Maturity Date	Rating	INVESTMENT TYPE	INSTITUTION / ISSUER	PAR Amount	COUPON DISCOUNT	YIELD	YTFC	ORIGINAL COST	CARRY VALUE	MARKET VALUE <sup>(1)</sup> 2/29/2016	UNREALIZED <sup>(2)</sup> GAIN/(LOSS)
02/23/16			03/01/16		LAIF	State of California Tsy.	\$65,000,000		0.470%		\$65,000,000.00	\$65,000,000.00	64,947,152.60	(52,847.41)
11/23/15	N/A	N/A	03/16/16	NR	FHLB - Discount Note	Fed Home Loan Bank Discount Note	8,000,000	0.200%	0.203%		7,994,933.33	7,999,333.33	7,999,040.00	(293.33)
10/16/15	N/A	N/A	04/07/16	NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.220%	0.220%		5,000,000.00	5,000,000.00	4,999,800.00	(200.00)
05/20/15	N/A	N/A	05/04/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	3,000,000	0.300%	0.315%		2,999,565.00	2,999,920.46	2,999,940.00	19.54
10/14/15	N/A	N/A	05/13/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.500%	0.238%		5,007,600.00	5,002,616.98	5,000,800.00	(1,816.98)
05/20/15	N/A	N/A	05/18/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.250%	0.305%		4,997,285.00	4,999,418.21	4,998,800.00	(618.21)
05/20/15	N/A	N/A	05/27/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	2.500%	0.304%		5,111,650.00	5,026,041.69	5,024,700.00	(1,341.69)
06/04/15	N/A	N/A	06/20/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.340%	0.355%		4,999,200.00	4,999,767.54	4,998,650.00	(1,117.54)
07/01/15	N/A	N/A	06/24/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.375%	0.345%		5,001,450.00	5,000,464.48	4,998,200.00	(2,264.48)
11/20/14	N/A	N/A	06/27/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.375%	0.424%		4,996,091.65	4,999,211.65	5,001,100.00	1,888.35
01/11/16	N/A	N/A	06/30/16	NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.500%	0.500%		5,000,000.00	5,000,000.00	5,001,100.00	1,100.00
05/08/14	N/A	N/A	07/05/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.375%	0.484%		4,988,300.00	4,998,131.56	4,997,000.00	(1,131.56)
06/09/15	N/A	N/A	08/25/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	10,000,000	2.000%	0.467%		10,184,900.00	10,073,876.52	10,071,100.00	(2,776.52)
10/19/15	N/A	N/A	09/28/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	10,000,000	1.250%	0.342%		10,085,280.00	10,052,442.30	10,036,600.00	(15,842.30)
06/15/15	N/A	N/A	10/13/16	NR	FAMCA - Note	Fed Ag Mortgage Corp	5,000,000	0.970%	0.578%		5,025,900.00	5,012,044.03	5,018,800.00	6,755.97
11/28/14	Quarterly	05/15/15	11/15/16	Aaa/AA+/NR	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.600%	0.600%	0.600%	5,000,000.00	5,000,000.00	5,003,950.00	3,950.00
09/21/15	N/A	N/A	12/09/16	Aaa/AA+/AAA	FHLB - Note	Fed Home Loan Bank	5,000,000	1.625%	0.532%		5,066,150.00	5,042,068.43	5,035,150.00	(6,918.43)
10/08/15	N/A	N/A	01/30/17	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	1.250%	0.492%		5,049,445.00	5,034,508.49	5,026,800.00	(7,708.49)
09/21/15	N/A	N/A	02/22/17	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.875%	0.570%		5,021,500.00	5,014,801.92	5,008,800.00	(6,001.92)
06/15/15	N/A	N/A	03/30/17	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.625%	0.727%		4,990,950.00	4,994,547.86	5,000,950.00	6,402.14
08/27/15	N/A	N/A	05/30/17	NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.625%	0.642%		4,998,500.00	4,998,936.92	4,992,000.00	(6,936.92)
11/05/15	N/A	N/A	08/28/17	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.750%	0.800%		4,995,500.00	4,996,295.32	4,998,200.00	1,904.68
09/16/15	One Time	03/15/16	09/15/17	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.900%	0.915%	0.960%	4,998,500.00	4,998,843.15	5,000,950.00	2,106.85
09/29/15	Continuous after	03/28/16	09/28/17	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.810%	0.815%		4,999,500.00	4,999,605.48	4,986,950.00	(12,655.48)
07/29/15	Continuous after	01/16/13	10/16/17	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.000%	0.997%		5,000,000.00	5,000,000.00	5,000,050.00	50.00
12/18/15	Continuous after	12/13/13	12/12/17	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.820%	1.132%		4,969,500.00	4,972,613.10	4,990,550.00	17,936.90
12/18/15	Quarterly	03/18/16	12/18/17	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	6,000,000	1.125%	1.138%		5,998,500.00	5,998,651.23	6,001,800.00	3,148.77
05/30/15	N/A	N/A	04/30/36	NR	Direct Muni	ETWD	8,496,575	4.570%	4.570%	4.570%	8,496,574.67	8,496,574.67	8,496,574.67	
<b>SUB-TOTAL</b>							<b>\$215,496,575</b>				<b>\$215,976,774.65</b>	<b>\$215,710,715.32</b>	<b>\$215,635,507.27</b>	<b>(\$75,208.06)</b>
<b>RESTRICTED CASH (Swap Collateral Deposits)<sup>(5)</sup></b>														
12/01/15					Collateral Deposit	Citi-Group	\$8,352,093		0.290%		\$8,352,093.39	\$8,352,093.39	8,352,093.39	
12/07/15					Collateral Deposit	Merrill Lynch	\$4,900,000		0.290%		\$4,900,000.00	\$4,900,000.00	4,900,000.00	
<b>SUB-TOTAL</b>							<b>\$13,252,093</b>				<b>\$13,252,093.39</b>	<b>\$13,252,093.39</b>	<b>\$13,252,093.39</b>	
<b>TOTAL INVESTMENTS</b>							<b>\$228,748,668</b>				<b>\$229,228,868.04</b>	<b>\$228,962,808.71</b>	<b>\$228,887,600.66</b>	
				February	Petty Cash Ck Balance	Bank of America					3,400.00			
											6,240,378.11			
											<b>\$235,472,646.15</b>			

<sup>(1)</sup> LAIF market value is as of the most recent quarter-end as reported by LAIF.  
<sup>(2)</sup> Security market values are determined using Bank of New York ("Trading Prices"), Bloomberg and/or broker dealer pricing.  
<sup>(3)</sup> Gain (loss) calculated against carry value using the trading value provided by Bank of New York/or Brokers  
<sup>(4)</sup> Real estate rate of return is based on most recent quarter end return  
<sup>(5)</sup> Calculation excludes Direct Muni - ETWD  
<sup>(6)</sup> Swap Collateral Deposits assumes 6 month maturity, dependent on interest rate changes

Outstanding Variable Rate Debt \$317,700,000  
Net Outstanding Variable Rate Debt (Less \$130 million fixed-payer swaps) \$187,700,000  
Investment Balance: \$235,472,646  
Investment to Variable Rate Debt Ratio: 125%  
Portfolio - Average Number of Days To Maturity<sup>(4)</sup>: 147

	Investment Portfolio	Real Estate <sup>(5)</sup> Portfolio	Weighted Avg. Return
February	0.66%	12.92%	3.54%
January	0.63%	12.92%	3.44%
Change	0.03%		

This Investment Summary Report is in conformity with the 2016 Investment Policy and provides sufficient liquidity to meet the next six months estimated expenditures.  
\*S - Step up

IRVINE RANCH WATER DISTRICT  
SUMMARY OF MATURITIES

02/29/16

DATE	TOTAL	%	LAIF	Agency Notes	Agency Discount Notes	Collateral Deposit	Direct Muni
02/16	\$65,000,000	28.42%	\$65,000,000				
03/16	8,000,000	3.50%			8,000,000		
04/16	5,000,000	2.19%		5,000,000			
05/16	18,000,000	7.87%		18,000,000			
06/16	33,252,093	14.54%		20,000,000		\$13,252,093	
07/16	5,000,000	2.19%		5,000,000			
08/16	10,000,000	4.37%		10,000,000			
09/16	10,000,000	4.37%		10,000,000			
10/16	5,000,000	2.19%		5,000,000			
11/16	5,000,000	2.19%		5,000,000			
12/16	5,000,000	2.19%		5,000,000			
01/17	5,000,000	2.19%		5,000,000			
<b>SUB-TOTAL</b>	<b>\$174,252,093</b>	<b>76.18%</b>	<b>\$65,000,000</b>	<b>\$88,000,000</b>	<b>\$8,000,000</b>	<b>\$13,252,093</b>	
<b>13 Months - 3 YEARS</b>							
2/1/2017 - 3/31/2017	10,000,000	4.37%		10,000,000			
04/01/17-06/30/17	5,000,000	2.19%		5,000,000			
07/01/17 - 9/30/2017	15,000,000	6.56%		15,000,000			
10/30/17 - 12/31/2017	16,000,000	6.99%		16,000,000			
	-						
	-						
04/30/2036	8,496,575	3.71%					8,496,575
<b>TOTALS</b>	<b>\$228,748,668</b>	<b>100.00%</b>	<b>\$65,000,000</b>	<b>\$134,000,000</b>	<b>\$8,000,000</b>	<b>\$13,252,093</b>	<b>\$8,496,575</b>

	28.42%	58.58%	3.50%	5.79%	3.71%
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Irvine Ranch Water District  
 Summary of Real Estate  
 12/31/2015

	<u>ACQUISITION DATE</u>	<u>PROPERTY TYPE</u>	<u>OWNERSHIP INTEREST</u>	<u>ORIGINAL COST</u>	<u>RATE OF RETURN QUARTER ENDED Dec-15</u>
Sycamore Canyon	Dec-92	Apartments	Fee Simple	\$ 43,550,810	16.64%
Wood Canyon Villas	Jun-91	Apartments	Limited Partner	\$ 6,000,000	8.54%
ITC (230 Commerce)	Jul-03	Office Building	Fee Simple	\$ 5,739,845	7.47%
Waterworks Business Pk.	Nov-08	Research & Dev.	Fee Simple	\$ 8,630,577	5.25%
Sand Canyon Professional Center	Jul-12	Medical Office	Fee Simple	\$ 8,648,594	8.49%
				<u>\$ 72,569,826</u>	<u>12.92%</u>

**IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT**  
**INVESTMENT ACTIVITY**  
**February 2016**

**MATURITIES/SALES/CALLS**

**PURCHASES**

DATE	SECURITY TYPE	PAR	YIELD	Settlement Date	Maturity Date	SECURITY TYPE	PAR	YIELD TO MATURITY
2/23/2016	FHLB - Discount Note	\$10,000,000	0.27%					
2/24/2016	FHLMC - Discount Note	\$10,000,000	0.18%					
2/29/2016	FNMA - Discount Note	\$10,000,000	0.19%					

IRVINE RANCH WATER DISTRICT  
INTEREST RATE SWAP MONTHLY SUMMARY REPORT - DETAIL  
February 29, 2016

LIBOR Avg %	Prior Mo. 0.43%	Current Mo. 0.43%	12-Mo Avg 0.24%
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Current Fiscal Year Active Swaps								Cash Flow				Mark to Market		
Effective Date	Maturity Date	Years to Maturity	Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	(Since 6/06)	Mark to Market	
													Current Mark to Market	Notional Difference
<b>Fixed Payer Swaps - By Effective Date</b>														
6/4/2006	6/4/2019	3.3	ML	\$ 20,000,000	FXP	LIBOR	6.200%	(89,851)	(95,956)	\$ (788,608)	\$ (9,443,575)	\$	16,539,698	\$ (3,460,302)
6/4/2006	6/4/2019	3.3	CG	20,000,000	FXP	LIBOR	6.200%	(89,851)	(95,956)	(788,608)	(9,443,575)		16,534,417	(3,465,583)
6/17/2006	6/17/2019	3.3	CG	30,000,000	FXP	LIBOR	6.140%	(133,984)	(142,467)	(1,170,625)	(14,008,528)		24,807,542	(5,192,458)
3/10/2007	3/10/2029	13.0	ML	30,000,000	FXP	LIBOR	5.687%	(123,440)	(131,139)	(1,080,802)	(12,590,610)		15,671,926	(14,328,074)
3/10/2007	3/10/2029	13.0	CG	30,000,000	FXP	LIBOR	5.687%	(123,440)	(131,139)	(1,080,802)	(12,590,610)		15,614,900	(14,385,100)
Totals/Weighted Avgs				7.8	\$ 130,000,000		5.949%	\$ (560,566)	\$ (596,657)	\$ (4,909,445)	\$ (58,076,899)	\$	89,168,483	\$ (40,831,517)
Total Current Year Active Swaps					\$ 130,000,000			\$ (560,566)	\$ (596,657)	\$ (4,909,445)	\$ (58,076,899)	\$	89,168,483	\$ (40,831,517)

Current Fiscal Year Terminated Swaps								Cash Flow				Mark to Market								
Effective Date	Maturity Date		Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	(Since 6/06)	Mark to Market							
													Current Mark to Market	Notional Difference						
Total Current Year Terminated Swaps													\$	\$	\$	\$	\$	\$	\$	\$

Current Fiscal Year - Total Swaps								Cash Flow				Mark to Market		
Effective Date	Maturity Date		Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	(Since 6/06)	Mark to Market	
													Current Mark to Market	Notional Difference
Total Current Year Active & Terminated Swaps					\$ 130,000,000			\$ (560,566)	\$ (596,657)	\$ (4,909,445)	\$ (58,076,899)	\$	89,168,483	\$ (40,831,517)

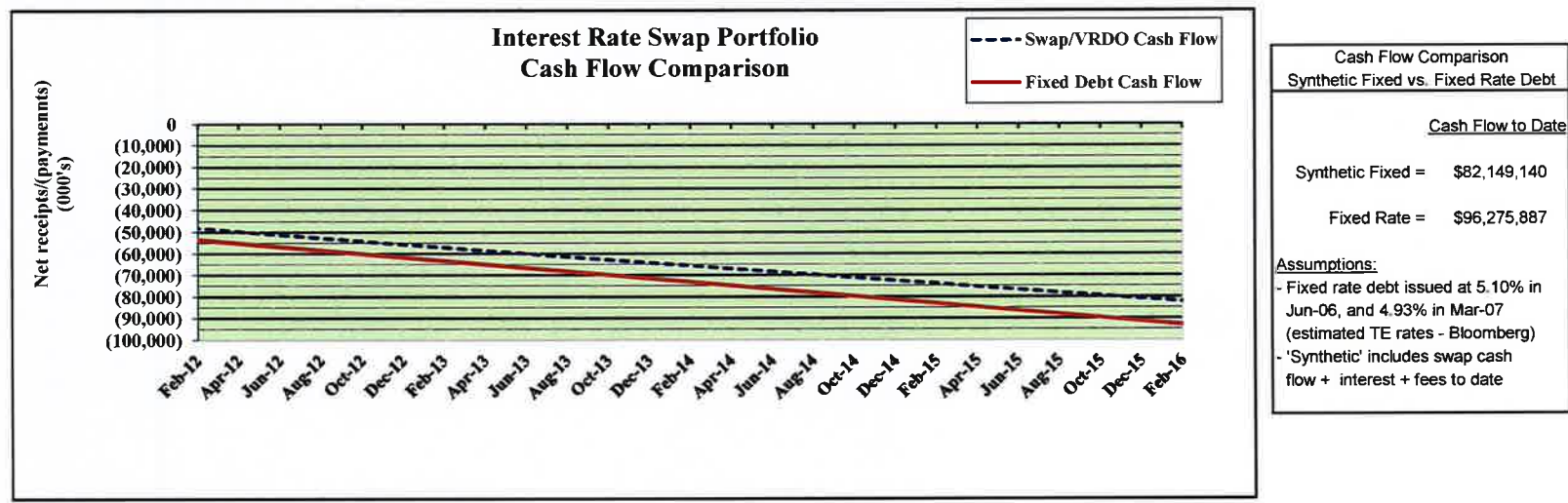


Exhibit "C"

**MONTHLY SUMMARY OF PAYROLL ACH PAYMENTS**

**February  
2016**

	AMOUNT	VENDOR	PURPOSE
2/5/2016	774,691.59	BANK OF AMERICA	ACH Payments for Payroll
2/19/2016	785,667.21	BANK OF AMERICA	ACH Payments for Payroll
	<u>\$1,560,358.80</u>		

Exhibit "D"

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IRWD Ledger

Report Date: 01-MAR-2016 11:11

Void Payment Register

Page: 1

Include Zero Amount Payments: Yes

Period From: 01-FEB-16

To: 29-FEB-16

Display Payee Address: No

Date: Void Date

Bank: Bank of America N.A.

Branch: Los Angeles

Account: Checking AP and PR

Bank Account Currency: USD

Payment Currency: USD ( US Dollar )

Payment Number	Date	Payee Name	Site	Address	Payment Amount	Void Date
Payment Document: IRWD CHECK						
362883	04-NOV-15	Valencia, Reynaldo	HOME		29.20	24-FEB-16
362986	12-NOV-15	JU, SANGHA	PAY		27.14	29-FEB-16
363084	12-NOV-15	WRIGHT, BRETT	PAY		54.26	29-FEB-16
363093	19-NOV-15	ALDAMMAS, AHMED	PAY		32.82	29-FEB-16
363662	10-DEC-15	MOLANO, SHAYLIN	PAY		1,877.40	18-FEB-16
364442	14-JAN-16	NATURE RESERVE OF ORANGE CO	PURCHASE		87,750.00	03-FEB-16
364867	04-FEB-16	CALPERS	PAY		10,878.00	04-FEB-16
364868	04-FEB-16	CALPERS	PAY		2,646.00	04-FEB-16

Payment Document Subtotal 103,294.82

Bank Account Subtotal 103,294.82

Report Count: 8

Report Total 103,294.82 Total Voids

\*\*\* End of Report \*\*\*

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IRWD Ledger Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 1  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
364865		02-FEB-16	JCI JONES CHEMICALS INC	CINCINNATI	3,324.65	05-FEB-16	3,324.65	Reconciled
364866		02-FEB-16	SUNBELT RENTALS	PURCHASE	24,413.19	04-FEB-16	24,413.19	Reconciled
364867		04-FEB-16	CALPERS	PAY	10,878.00			Voided
364868		04-FEB-16	CALPERS	PAY	2,646.00			Voided
364869		04-FEB-16	Meserlian, Barkev M		16.75	12-FEB-16	16.75	Reconciled
364870		04-FEB-16	Hall, Darrin E (Darrin)		86.50	09-FEB-16	86.50	Reconciled
364871		04-FEB-16	Akiyoshi, Eric S (Eric)		58.48	05-FEB-16	58.48	Reconciled
364872		04-FEB-16	Nash, Joel		71.28	08-FEB-16	71.28	Reconciled
364873		04-FEB-16	Hayes, John H (John)		60.00	08-FEB-16	60.00	Reconciled
364874		04-FEB-16	Lew, Kelly N (Kelly)		90.00	22-FEB-16	90.00	Reconciled
364875		04-FEB-16	Welch, Kelly A (Kellie)		192.51	08-FEB-16	192.51	Reconciled
364876		04-FEB-16	Colvin, Todd C (Todd)		105.00	18-FEB-16	105.00	Reconciled
364877		04-FEB-16	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	24,432.54			Negotiable
364878		04-FEB-16	A & Y ASPHALT CONTRACTORS INC		25,077.00	11-FEB-16	25,077.00	Reconciled
364879		04-FEB-16	ADS LLC		1,936.50	08-FEB-16	1,936.50	Reconciled
364880		04-FEB-16	ADT SECURITY SERVICES INC		238.67	16-FEB-16	238.67	Reconciled
364881		04-FEB-16	ADVANCED ELECTRONICS INC		1,653.66	09-FEB-16	1,653.66	Reconciled
364882		04-FEB-16	AHN, BANG MIN		549.56	11-FEB-16	549.56	Reconciled
364883		04-FEB-16	AIR TECHNOLOGY LABORATORIES		880.00	17-FEB-16	880.00	Reconciled
364884		04-FEB-16	AIRGAS, INC.		5,527.27	08-FEB-16	5,527.27	Reconciled
364885		04-FEB-16	ALEXANDER'S CONTRACT SERVICES, INC.		110,421.25	10-FEB-16	110,421.25	Reconciled
364886		04-FEB-16	ALPHA TRAFFIC		1,140.00	08-FEB-16	1,140.00	Reconciled





364908	04-FEB-16	CALTROL, INC.	453.02	08-FEB-16	453.02	Reconciled
364909	04-FEB-16	CARLUCCIO, JAMES	34.85	09-FEB-16	34.85	Reconciled
364910	04-FEB-16	CHEM TECH INTERNATIONAL INC	4,877.40			Negotiable
364911	04-FEB-16	CHEN, RITA	42.33	09-FEB-16	42.33	Reconciled
364912	04-FEB-16	CITY OF IRVINE	526.97			Negotiable
364913	04-FEB-16	CITY OF SANTA ANA	18,980.06	22-FEB-16	18,980.06	Reconciled
364914	04-FEB-16	CITY OF TUSTIN	243.72	09-FEB-16	243.72	Reconciled
364915	04-FEB-16	CREATIVE ALLIANCE GROUP LLC	500.00	10-FEB-16	500.00	Reconciled

IRWD Ledger Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 3  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
364916		04-FEB-16	CUESTA CONSTRUCTION COMPANY		1,101.19	16-FEB-16	1,101.19	Reconciled
364917		04-FEB-16	CUMMINS PACIFIC, LLC		127.59	08-FEB-16	127.59	Reconciled
364918		04-FEB-16	DATAZEO, INC.		71.52	16-FEB-16	71.52	Reconciled
364919		04-FEB-16	DECOU, JESSICA		74.15	09-FEB-16	74.15	Reconciled
364920		04-FEB-16	DEERFIELD APTS		3.98	25-FEB-16	3.98	Reconciled
364921		04-FEB-16	DISCOUNT COURIER SERVICE		64.29	08-FEB-16	64.29	Reconciled
364922		04-FEB-16	DOUGLAS ENVIRONMENTAL GROUP INC		1,250.00	08-FEB-16	1,250.00	Reconciled
364923		04-FEB-16	DUDLEY RIDGE WATER DISTRICT		82,132.57	10-FEB-16	82,132.57	Reconciled
364924		04-FEB-16	DUNN, MORGAN		567.32	10-FEB-16	567.32	Reconciled
364925		04-FEB-16	EAST ORANGE COUNTY WATER DISTRICT		9,615.49	10-FEB-16	9,615.49	Reconciled
364926		04-FEB-16	EI&C ENGINEERING INC		26,990.00	16-FEB-16	26,990.00	Reconciled
364927		04-FEB-16	EMERGENCY POWER CONTROLS INC		1,200.00			Negotiable
364928		04-FEB-16	EMPLOYMENT DEVELOPMENT DEPARTMENT		17,230.00	10-FEB-16	17,230.00	Reconciled
364929		04-FEB-16	ENVIRONMENTAL EXPRESS INC		292.77	08-FEB-16	292.77	Reconciled
364930		04-FEB-16	ERS INDUSTRIAL SERVICES INC		29,950.00	10-FEB-16	29,950.00	Reconciled
364931		04-FEB-16	EVANS-HYDRO INC		6,399.01	12-FEB-16	6,399.01	Reconciled

364932	04-FEB-16	EXECUTIVE LIGHTING & ELECTRIC	974.74	09-FEB-16	974.74	Reconciled
364933	04-FEB-16	FARRELL & ASSOCIATES	166.34	08-FEB-16	166.34	Reconciled
364934	04-FEB-16	FEDEX	275.39	11-FEB-16	275.39	Reconciled
364935	04-FEB-16	FEDEX	55.22	11-FEB-16	55.22	Reconciled
364936	04-FEB-16	FERGUSON ENTERPRISES, INC.	111,186.00	10-FEB-16	111,186.00	Reconciled
364937	04-FEB-16	FIDELITY SECURITY LIFE INSURANCE COMPANY	6,407.44	11-FEB-16	6,407.44	Reconciled
364938	04-FEB-16	FIERRO, SERGIO D	3,324.99	16-FEB-16	3,324.99	Reconciled
364939	04-FEB-16	FIRST CHOICE SERVICES	1,220.27	09-FEB-16	1,220.27	Reconciled
364940	04-FEB-16	FISERV	1,194.50	09-FEB-16	1,194.50	Reconciled

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 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
364941		04-FEB-16	FISHER SCIENTIFIC COMPANY LLC		9,413.60	08-FEB-16	9,413.60	Reconciled
364942		04-FEB-16	FLEXIM AMERICAS CORPORATION		7,063.20	08-FEB-16	7,063.20	Reconciled
364943		04-FEB-16	FRANK LA PLACA EXTERMINATING, INC.		175.00	16-FEB-16	175.00	Reconciled
364944		04-FEB-16	GANAHL LUMBER CO.		3,827.28	10-FEB-16	3,827.28	Reconciled
364945		04-FEB-16	GM SAGER CONSTRUCTION CO, INC.		19,500.00	10-FEB-16	19,500.00	Reconciled
364946		04-FEB-16	GOERTZEN, TANYA		34.32			Negotiable
364947		04-FEB-16	GRAINGER		1,159.66	08-FEB-16	1,159.66	Reconciled
364948		04-FEB-16	HACH COMPANY		2,417.59	09-FEB-16	2,417.59	Reconciled
364949		04-FEB-16	HAMILTON, KURT		947.54	23-FEB-16	947.54	Reconciled
364950		04-FEB-16	HARBOR CHRISTIAN CHURCH		4,400.00			Negotiable
364951		04-FEB-16	HELPMATES STAFFING SERVICES		17,431.22	10-FEB-16	17,431.22	Reconciled
364952		04-FEB-16	HERMAN WEISSKER, INC		733.73	08-FEB-16	733.73	Reconciled
364953		04-FEB-16	HILL BROTHERS CHEMICAL COMPANY		6,021.70	09-FEB-16	6,021.70	Reconciled
364954		04-FEB-16	HOME DEPOT USA INC		460.87	09-FEB-16	460.87	Reconciled
364955		04-FEB-16	HOPKINS TECHNICAL PRODUCTS INC		1,229.58	09-FEB-16	1,229.58	Reconciled

364956	04-FEB-16	HOWARD, COURTNEY	65.51	09-FEB-16	65.51	Reconciled
364957	04-FEB-16	INDUSTRIAL METAL SUPPLY CO	154.28	08-FEB-16	154.28	Reconciled
364958	04-FEB-16	INORGANIC VENTURES INC	255.93	12-FEB-16	255.93	Reconciled
364959	04-FEB-16	INVISIBLE TOUCH INC	331.36	12-FEB-16	331.36	Reconciled
364960	04-FEB-16	IRVINE PIPE & SUPPLY INC	2,277.19	08-FEB-16	2,277.19	Reconciled
364961	04-FEB-16	IRWD-PETTY CASH CUSTODIAN	804.17	05-FEB-16	804.17	Reconciled
364962	04-FEB-16	JACOBS PROJECT MANAGEMENT CO.	25,200.00	16-FEB-16	25,200.00	Reconciled
364963	04-FEB-16	JOHN MICHAEL COVAS	195.80	17-FEB-16	195.80	Reconciled
364964	04-FEB-16	KAYUGA SOLUTION INC	23,760.00	16-FEB-16	23,760.00	Reconciled
364965	04-FEB-16	KAZARIANS & ASSOCIATES, INC.	1,300.00	09-FEB-16	1,300.00	Reconciled
364966	04-FEB-16	KENT & AMY DAHLBERG	12,680.00	16-FEB-16	12,680.00	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 5  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
364967		04-FEB-16	KIMBALL MIDWEST		470.06	08-FEB-16	470.06	Reconciled
364968		04-FEB-16	KLEINFELDER, INC.		64,439.00	11-FEB-16	64,439.00	Reconciled
364969		04-FEB-16	KONECRANES INC		395.00	09-FEB-16	395.00	Reconciled
364970		04-FEB-16	LACTAON, NINA		12.33	09-FEB-16	12.33	Reconciled
364971		04-FEB-16	LANCER SALES USA, INC.		362.20	09-FEB-16	362.20	Reconciled
364972		04-FEB-16	LANDCARE HOLDINGS, INC.		36,992.99	10-FEB-16	36,992.99	Reconciled
364973		04-FEB-16	LEE, JUNG-MIN		22.92	09-FEB-16	22.92	Reconciled
364974		04-FEB-16	MADSEN, KNEPPERS & ASSOCIATES, INC.		3,386.50	19-FEB-16	3,386.50	Reconciled
364975		04-FEB-16	MC FADDEN-DALE INDUSTRIAL		50.76	09-FEB-16	50.76	Reconciled
364976		04-FEB-16	MC MASTER CARR SUPPLY CO		407.75	09-FEB-16	407.75	Reconciled
364977		04-FEB-16	MEINHARD		237.00	11-FEB-16	237.00	Reconciled
364978		04-FEB-16	MISSION COMMUNICATIONS LLC		191.00	08-FEB-16	191.00	Reconciled
364979		04-FEB-16	MOBILNET SERVICES		1,533.20	09-FEB-16	1,533.20	Reconciled
364980		04-FEB-16	MSC INDUSTRIAL SUPPLY CO		1,445.58	10-FEB-16	1,445.58	Reconciled

364981	04-FEB-16	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	900.00	08-FEB-16	900.00	Reconciled
364982	04-FEB-16	NAKAE & ASSOCIATES, INC.	705.29	10-FEB-16	705.29	Reconciled
364983	04-FEB-16	NATURAL COMMUNITIES COALITION	87,750.00	11-FEB-16	87,750.00	Reconciled
364984	04-FEB-16	NCH CORPORATION	499.66	08-FEB-16	499.66	Reconciled
364985	04-FEB-16	NMG GEOTECHNICAL INC	17,916.00	22-FEB-16	17,916.00	Reconciled
364986	04-FEB-16	OLIN CORPORATION	17,045.22	11-FEB-16	17,045.22	Reconciled
364987	04-FEB-16	ONESOURCE DISTRIBUTORS LLC	2,895.46	08-FEB-16	2,895.46	Reconciled
364988	04-FEB-16	ORANGE COUNTY AUTO PARTS CO	355.84	08-FEB-16	355.84	Reconciled
364989	04-FEB-16	ORANGE COUNTY VECTOR CONTROL DISTRICT	617.88	11-FEB-16	617.88	Reconciled
364990	04-FEB-16	PACIFIC COAST BOLT CORP	1,028.80	09-FEB-16	1,028.80	Reconciled
364991	04-FEB-16	PACIFIC PARTS & CONTROLS INC	10,267.63	10-FEB-16	10,267.63	Reconciled
364992	04-FEB-16	PACRIM ENGINEERING INC.	7,750.00	09-FEB-16	7,750.00	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
364993		04-FEB-16	PARKER, GEORGE		402.50	23-FEB-16	402.50	Reconciled
364994		04-FEB-16	PAULUS ENGINEERING INC		141,409.40	10-FEB-16	141,409.40	Reconciled
364995		04-FEB-16	PERKINELMER HEALTH SCIENCES INC		6,504.00	09-FEB-16	6,504.00	Reconciled
364996		04-FEB-16	POLLARDWATER.COM		18,996.65	12-FEB-16	18,996.65	Reconciled
364997		04-FEB-16	PRAXAIR DISTRIBUTION INC		7,157.55	10-FEB-16	7,157.55	Reconciled
364998		04-FEB-16	PRUDENTIAL OVERALL SUPPLY		5,054.75	09-FEB-16	5,054.75	Reconciled
364999		04-FEB-16	PYRAMID WIRE AND CABLE		325.86	10-FEB-16	325.86	Reconciled
365000		04-FEB-16	QUINN POWER SYSTEMS		2.83	08-FEB-16	2.83	Reconciled
365001		04-FEB-16	QUINN RENTAL SERVICES		6.29	08-FEB-16	6.29	Reconciled

365002	04-FEB-16	RAM AIR ENGINEERING INC	2,266.17	09-FEB-16	2,266.17	Reconciled
365003	04-FEB-16	RANCHO MARIPOSA APTS	96.59	25-FEB-16	96.59	Reconciled
365004	04-FEB-16	RANCHO SANTA FE APTS	312.05	25-FEB-16	312.05	Reconciled
365005	04-FEB-16	REED, JAMES D	1,982.00	16-FEB-16	1,982.00	Reconciled
365006	04-FEB-16	REEVES, KRISTEN	459.41	09-FEB-16	459.41	Reconciled
365007	04-FEB-16	RINGCLEAR LLC	136.20	09-FEB-16	136.20	Reconciled
365008	04-FEB-16	RS HUGHES COMPANY, INC.	538.99	08-FEB-16	538.99	Reconciled
365009	04-FEB-16	SAAD, NADA	187.64	08-FEB-16	187.64	Reconciled
365010	04-FEB-16	SANDERS PAVING INC	20,918.00	16-FEB-16	20,918.00	Reconciled
365011	04-FEB-16	SANTA ANA BLUE PRINT	976.77	09-FEB-16	976.77	Reconciled
365012	04-FEB-16	SCHINDLER ELEVATOR CORPORATION	180.14	10-FEB-16	180.14	Reconciled
365013	04-FEB-16	SEWER EQUIPMENT CO OF FLORIDA INC	1,372.66	10-FEB-16	1,372.66	Reconciled
365014	04-FEB-16	SHERWIN WILLIAMS COMPANY	1,403.44	10-FEB-16	1,403.44	Reconciled
365015	04-FEB-16	SIGMA-ALDRICH INC	784.09	08-FEB-16	784.09	Reconciled
365016	04-FEB-16	SIMPSON, JOSH	45.00	09-FEB-16	45.00	Reconciled
365017	04-FEB-16	SOLANA APTS	353.99	25-FEB-16	353.99	Reconciled
365018	04-FEB-16	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	3,636.95			Negotiable
365019	04-FEB-16	SOUTHERN CALIFORNIA EDISON COMPANY	545,749.14	08-FEB-16	545,749.14	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365020		04-FEB-16	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		63.62	10-FEB-16	63.62	Reconciled
365021		04-FEB-16	STANDARD AUTOMATION AND CONTROL LP		62,340.91	16-FEB-16	62,340.91	Reconciled
365022		04-FEB-16	STANTEC CONSULTING SERVICES INC.		27,661.45	16-FEB-16	27,661.45	Reconciled
365023		04-FEB-16	STATE BOARD OF EQUALIZATION		434.00	17-FEB-16	434.00	Reconciled

365024	04-FEB-16	STATE WATER RESOURCES CONTROL BOARD	300.00	11-FEB-16	300.00	Reconciled
365025	04-FEB-16	STATE WATER RESOURCES CONTROL BOARD	23,202.45	16-FEB-16	23,202.45	Reconciled
365026	04-FEB-16	STICE COMPANY INC	1,025.00			Negotiable
365027	04-FEB-16	SUSAN A. SIROTA	4,195.00	09-FEB-16	4,195.00	Reconciled
365028	04-FEB-16	SYNERGY COMPANIES	5,367.12	17-FEB-16	5,367.12	Reconciled
365029	04-FEB-16	TEKDRAULICS	4,261.67	11-FEB-16	4,261.67	Reconciled
365030	04-FEB-16	TETRA TECH, INC	18,577.07	11-FEB-16	18,577.07	Reconciled
365031	04-FEB-16	THOMAS HARDER & CO	5,572.50	16-FEB-16	5,572.50	Reconciled
365032	04-FEB-16	THOMPSON INDUSTRIAL SUPPLY	308.07	10-FEB-16	308.07	Reconciled
365033	04-FEB-16	THYSSENKRUPP ELEVATOR CORPORATION	179.64	08-FEB-16	179.64	Reconciled
365034	04-FEB-16	TIC-OFFICE PROPERTIES	13.75	18-FEB-16	13.75	Reconciled
365035	04-FEB-16	TOXGUARD FLUID TECHNOLOGIES	266.40	11-FEB-16	266.40	Reconciled
365036	04-FEB-16	TRANSCAT, INC	1,648.37	10-FEB-16	1,648.37	Reconciled
365037	04-FEB-16	TRUCPARCO	5,908.31	16-FEB-16	5,908.31	Reconciled
365038	04-FEB-16	TSUCHIYAMA, ANNIE	15.58			Negotiable
365039	04-FEB-16	UCT, LLC	237.45	08-FEB-16	237.45	Reconciled
365040	04-FEB-16	ULTRA SCIENTIFIC	79.96	09-FEB-16	79.96	Reconciled
365041	04-FEB-16	UNITED SITE SERVICES OF CALIFORNIA INC	478.25	09-FEB-16	478.25	Reconciled
365042	04-FEB-16	UNITED STATES POST OFFICE	27,083.33	11-FEB-16	27,083.33	Reconciled
365043	04-FEB-16	URS CORPORATION	2,110.85	08-FEB-16	2,110.85	Reconciled
365044	04-FEB-16	VALLEYCREST LANDSCAPE DEVELOPMENT, INC.	4,640.79	08-FEB-16	4,640.79	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365045		04-FEB-16	VERIZON CALIFORNIA INC		312.78	09-FEB-16	312.78	Reconciled
365046		04-FEB-16	VERIZON WIRELESS SERVICES LLC		7,137.60	09-FEB-16	7,137.60	Reconciled
365047		04-FEB-16	VRIDE INC		9,515.00	09-FEB-16	9,515.00	Reconciled
365048		04-FEB-16	VULCAN MATERIALS		1,387.28	08-FEB-16	1,387.28	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
365049	04-FEB-16	COMPANY VWR INTERNATIONAL, LLC			40.26	10-FEB-16	40.26	Reconciled
365050	04-FEB-16	WALTERS WHOLESALE ELECTRIC			1,816.67	10-FEB-16	1,816.67	Reconciled
365051	04-FEB-16	WASTE MANAGEMENT OF ORANGE COUNTY			1,872.82	09-FEB-16	1,872.82	Reconciled
365052	04-FEB-16	WECK LABORATORIES INC			35.00	10-FEB-16	35.00	Reconciled
365053	04-FEB-16	WEISS, LOUIS			11.81			Negotiable
365054	04-FEB-16	WESTERN EXTERMINATOR COMPANY			220.00	17-FEB-16	220.00	Reconciled
365055	04-FEB-16	WINDWOOD KNOLL APTS			87.34	25-FEB-16	87.34	Reconciled
365056	04-FEB-16	WOODBRIIDGE VILLAS			22.36	25-FEB-16	22.36	Reconciled
365057	04-FEB-16	YSI, INC			735.66	08-FEB-16	735.66	Reconciled
365058	04-FEB-16	ZHANG, JING			10.16	08-FEB-16	10.16	Reconciled
365059	04-FEB-16	Cortez, Malcolm A HOME (Malcolm)			73.20			Negotiable
365060	05-FEB-16	IRWD EMPLOYEE ASSOCIATION	15600 SC		810.00	19-FEB-16	810.00	Reconciled
365061	05-FEB-16	PERS LONG TERM CARE	PASADENA		771.11	11-FEB-16	771.11	Reconciled
365062	05-FEB-16	CLEARINGHOUSE	PHOENIX		477.67	08-FEB-16	477.67	Reconciled
365063	05-FEB-16	ORANGE COUNTY SHERIFF'S OFFICE	4601		62.50	17-FEB-16	62.50	Reconciled
365064	05-FEB-16	FRANCHISE TAX BOARD	JAMBOREE SACRAMENTO		269.08	17-FEB-16	269.08	Reconciled
365065	09-FEB-16	JCI JONES CHEMICALS INC	CINCINNATI		2,263.02	16-FEB-16	2,263.02	Reconciled
365066	10-FEB-16	FREEMAN, BEHJAT	PAY		196.59	11-FEB-16	196.59	Reconciled
365067	11-FEB-16	Bystrom, Brian V (Brian)			487.72	11-FEB-16	487.72	Reconciled
365068	11-FEB-16	Spangenberg, Carl W (Carl)			782.26	22-FEB-16	782.26	Reconciled
365069	11-FEB-16	Paulson, David			107.99			Negotiable
365070	11-FEB-16	Olivolo, Eric J (Eric)			1,085.72	22-FEB-16	1,085.72	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365071		11-FEB-16	Sanchez, Fiona M (Fiona)		144.08			Negotiable



365072	11-FEB-16	Tessers, Frank H (Frank)	235.68	16-FEB-16	235.68	Reconciled
365073	11-FEB-16	McGehee, Joseph M (Joe)	29.14	26-FEB-16	29.14	Reconciled
365074	11-FEB-16	Pfister, Ken D (Ken)	245.54	16-FEB-16	245.54	Reconciled
365075	11-FEB-16	Velardes, Mattias J (Matt)	80.00	16-FEB-16	80.00	Reconciled
365076	11-FEB-16	Lao, Richard S	368.00	22-FEB-16	368.00	Reconciled
365077	11-FEB-16	Olson, Richard Jr (Richard)	90.00	17-FEB-16	90.00	Reconciled
365078	11-FEB-16	Estrada, Robert C	97.19	17-FEB-16	97.19	Reconciled
365079	11-FEB-16	Bonkowski, Thomas J (Thomas)	27.11	16-FEB-16	27.11	Reconciled
365080	11-FEB-16	YUSON, JANICE	962.99	16-FEB-16	962.99	Reconciled
365081	11-FEB-16	Tran, Jason M (Jason)	164.00			Negotiable
365082	11-FEB-16	ADS LLC	15,771.00	22-FEB-16	15,771.00	Reconciled
365083	11-FEB-16	AKM CONSULTING ENGINEERS, INC.	38,799.48	18-FEB-16	38,799.48	Reconciled
365084	11-FEB-16	ALL AMERICAN ASPHALT	3,971.11	18-FEB-16	3,971.11	Reconciled
365085	11-FEB-16	ALPHA TRAFFIC SERVICES, INC.	570.00	17-FEB-16	570.00	Reconciled
365086	11-FEB-16	ANDERSONPENNA PARTNERS, INC	20,704.75	22-FEB-16	20,704.75	Reconciled
365087	11-FEB-16	ANTHEM BLUE CROSS	415.62	17-FEB-16	415.62	Reconciled
365088	11-FEB-16	ANTHEM BLUE CROSS	1,006.40	22-FEB-16	1,006.40	Reconciled
365089	11-FEB-16	ANTHEM BLUE CROSS	1,089.40	17-FEB-16	1,089.40	Reconciled
365090	11-FEB-16	APCO GRAPHICS INC	108.00	16-FEB-16	108.00	Reconciled
365091	11-FEB-16	ARCADIS U.S., INC.	83,560.93	19-FEB-16	83,560.93	Reconciled
365092	11-FEB-16	ASSURED FLOW SALES INC	417.96	24-FEB-16	417.96	Reconciled
365093	11-FEB-16	AT&T	1,679.12	16-FEB-16	1,679.12	Reconciled
365094	11-FEB-16	AT&T	13,794.43	16-FEB-16	13,794.43	Reconciled
365095	11-FEB-16	AUTOZONE PARTS, INC.	563.09	16-FEB-16	563.09	Reconciled
365096	11-FEB-16	BATTERIES PLUS AND BATTERIES PLUS BULBS	252.86	16-FEB-16	252.86	Reconciled
365097	11-FEB-16	BDC SPECIAL WASTE	207.20	16-FEB-16	207.20	Reconciled
365098	11-FEB-16	BILINGUAL TRAINING INSTITUTE - BTI	3,820.00	16-FEB-16	3,820.00	Reconciled

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 Payment Type: All Display Supplier Address: No

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

365099	11-FEB-16	BRENNTAG PACIFIC INC	1,439.83	16-FEB-16	1,439.83	Reconciled
365100	11-FEB-16	C WELLS PIPELINE MATERIALS INC	15,690.14	19-FEB-16	15,690.14	Reconciled
365101	11-FEB-16	CALIFORNIA BARRICADE INC	6,022.50	17-FEB-16	6,022.50	Reconciled
365102	11-FEB-16	CANON FINANCIAL SERVICES, INC	10,510.45	16-FEB-16	10,510.45	Reconciled
365103	11-FEB-16	CANON SOLUTIONS AMERICA, INC.	1,361.20	16-FEB-16	1,361.20	Reconciled
365104	11-FEB-16	CAPTIVE AUDIENCE MARKETING INC.	85.32	17-FEB-16	85.32	Reconciled
365105	11-FEB-16	CAROLLO ENGINEERS, INC	606.00	17-FEB-16	606.00	Reconciled
365106	11-FEB-16	CITY CIRCUIT BREAKERS	881.28	19-FEB-16	881.28	Reconciled
365107	11-FEB-16	CITY OF IRVINE	3,515.00	17-FEB-16	3,515.00	Reconciled
365108	11-FEB-16	COATING SPECIALISTS AND INSPECTION SERVICES, INC.	11,252.00	22-FEB-16	11,252.00	Reconciled
365109	11-FEB-16	CONTRERAS, EILEEN M	30.32	19-FEB-16	30.32	Reconciled
365110	11-FEB-16	CORELOGIC INC	12.00	16-FEB-16	12.00	Reconciled
365111	11-FEB-16	CR & R INCORPORATED	135.65	16-FEB-16	135.65	Reconciled
365112	11-FEB-16	CREDENTIAL CHECK CORPORATION	178.42	17-FEB-16	178.42	Reconciled
365113	11-FEB-16	CROCKER & CROCKER	6,492.45	17-FEB-16	6,492.45	Reconciled
365114	11-FEB-16	CURT PRINGLE AND ASSOCIATES	10,000.00	19-FEB-16	10,000.00	Reconciled
365115	11-FEB-16	DATAZEO, INC.	1,795.00	16-FEB-16	1,795.00	Reconciled
365116	11-FEB-16	DDB ENGINEERING, INC.	5,040.00	16-FEB-16	5,040.00	Reconciled
365117	11-FEB-16	DEE JASPAR & ASSOCIATES, INC.	6,451.77	23-FEB-16	6,451.77	Reconciled
365118	11-FEB-16	DELL MARKETING LP	10,147.28	18-FEB-16	10,147.28	Reconciled
365119	11-FEB-16	DEPARTMENT OF CONSUMER AFFAIRS	50.00	22-FEB-16	50.00	Reconciled
365120	11-FEB-16	DEX MEDIA INC.	75.75	17-FEB-16	75.75	Reconciled
365121	11-FEB-16	DUNCAN JR, REGIS	218.17	17-FEB-16	218.17	Reconciled
365122	11-FEB-16	E.J. MEYER COMPANY, INC.	631,018.13	19-FEB-16	631,018.13	Reconciled
365123	11-FEB-16	E.J. MEYER COMPANY, INC.	33,211.48	22-FEB-16	33,211.48	Reconciled

IRWD Ledger

BANK: Bank of America N.A.

Branch : Los Angeles

Bank Account Currency: USD ( US Dollar )

Payment Type: All

Payment Register For 01-FEB-16 To 29-FEB-16

Report Date: 01-MAR-2016 11:11

Account: Checking AP and PR

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Payment Currency: USD ( US Dollar )

Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365124		11-FEB-16	EAGLE PRINT DYNAMICS		1,401.07	16-FEB-16	1,401.07	Reconciled
365125		11-FEB-16	ELITE EQUIPMENT, INC.		358.09	22-FEB-16	358.09	Reconciled
365126		11-FEB-16	EMPLOYEE BENEFIT SPECIALIST, INC		1,060.00	16-FEB-16	1,060.00	Reconciled
365127		11-FEB-16	ENGINE & COMPRESSOR ACCESSORIES		156.96	17-FEB-16	156.96	Reconciled
365128		11-FEB-16	FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC.		25,970.00	18-FEB-16	25,970.00	Reconciled
365129		11-FEB-16	FERGUSON ENTERPRISES, INC.		9,285.68	16-FEB-16	9,285.68	Reconciled
365130		11-FEB-16	FISHER SCIENTIFIC COMPANY LLC		8,443.72	16-FEB-16	8,443.72	Reconciled
365131		11-FEB-16	GENERAL MONITORS INC.		23,314.06	19-FEB-16	23,314.06	Reconciled
365132		11-FEB-16	GHD INC.		48,286.88	22-FEB-16	48,286.88	Reconciled
365133		11-FEB-16	GRAINGER		435.51	16-FEB-16	435.51	Reconciled
365134		11-FEB-16	GRAINGER		6,199.05	16-FEB-16	6,199.05	Reconciled
365135		11-FEB-16	GRAYBAR ELECTRIC COMPANY		2,633.49	16-FEB-16	2,633.49	Reconciled
365136		11-FEB-16	HAAKER EQUIPMENT COMPANY		641.20	16-FEB-16	641.20	Reconciled
365137		11-FEB-16	HABITAT RESTORATION SCIENCES, INC.		14,185.50	19-FEB-16	14,185.50	Reconciled
365138		11-FEB-16	HALCYON ELECTRIC INC		3,002.00	16-FEB-16	3,002.00	Reconciled
365139		11-FEB-16	HAZEN AND SAWYER		562.50	18-FEB-16	562.50	Reconciled
365140		11-FEB-16	HD SUPPLY WATERWORKS LTD		341.06	16-FEB-16	341.06	Reconciled
365141		11-FEB-16	HDR ENGINEERING INC		49,083.48	19-FEB-16	49,083.48	Reconciled
365142		11-FEB-16	HELP/SYSTEMS, LLC		11,121.00	19-FEB-16	11,121.00	Reconciled
365143		11-FEB-16	HELPMATES STAFFING SERVICES		21,066.18	18-FEB-16	21,066.18	Reconciled
365144		11-FEB-16	HILL BROTHERS CHEMICAL COMPANY		3,843.35	17-FEB-16	3,843.35	Reconciled
365145		11-FEB-16	HOME DEPOT USA INC		636.97	16-FEB-16	636.97	Reconciled
365146		11-FEB-16	IBM CORPORATION		254.00	17-FEB-16	254.00	Reconciled
365147		11-FEB-16	INDUSTRIAL ELECTRIC MACHINERY LLC		372.92	17-FEB-16	372.92	Reconciled



365173	11-FEB-16	OLIN CORPORATION	12,256.91	19-FEB-16	12,256.91	Reconciled
365174	11-FEB-16	ONESOURCE DISTRIBUTORS LLC	4,150.48	16-FEB-16	4,150.48	Reconciled
365175	11-FEB-16	ORANGE COUNTY AUTO PARTS CO	241.14	16-FEB-16	241.14	Reconciled

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

Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11  
 Account: Checking AP and PR Page: 13  
 Payment Currency: USD ( US Dollar )  
 Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365176		11-FEB-16	ORANGE COUNTY TREASURER		3,637.84	16-FEB-16	3,637.84	Reconciled
365177		11-FEB-16	OUTFRONT MEDIA LLC		19,148.50	22-FEB-16	19,148.50	Reconciled
365178		11-FEB-16	PACIFIC GAS AND ELECTRIC COMPANY		22.53	19-FEB-16	22.53	Reconciled
365179		11-FEB-16	PACIFIC PARTS & CONTROLS INC		3,195.61	16-FEB-16	3,195.61	Reconciled
365180		11-FEB-16	PACIFIC SURVEYS, LLC		1,298.35	18-FEB-16	1,298.35	Reconciled
365181		11-FEB-16	PAPER DEPOT DOCUMENT DESTRUCTION LLC		750.00	22-FEB-16	750.00	Reconciled
365182		11-FEB-16	PAULUS ENGINEERING INC		143,955.26	18-FEB-16	143,955.26	Reconciled
365183		11-FEB-16	PIVOT INTERIORS INC		649.82	16-FEB-16	649.82	Reconciled
365184		11-FEB-16	PRAXAIR DISTRIBUTION INC		1,064.54	16-FEB-16	1,064.54	Reconciled
365185		11-FEB-16	PRES-TECH MANUFACTURER'S REPRESENTATIVES, INC.		3,152.25	17-FEB-16	3,152.25	Reconciled
365186		11-FEB-16	PRUDENTIAL OVERALL SUPPLY		49.06	17-FEB-16	49.06	Reconciled
365187		11-FEB-16	QUICKEL PAVING INC		8,895.00	16-FEB-16	8,895.00	Reconciled
365188		11-FEB-16	R & R INDUSTRIAL SERVICES, INC.		644.00	16-FEB-16	644.00	Reconciled
365189		11-FEB-16	RAINBOW DISPOSAL CO INC		325.21	18-FEB-16	325.21	Reconciled
365190		11-FEB-16	RAM AIR ENGINEERING INC		729.19	16-FEB-16	729.19	Reconciled
365191		11-FEB-16	REAL WATER CONSULTANTS INC.		40,211.00	18-FEB-16	40,211.00	Reconciled
365192		11-FEB-16	REFRIGERATION SUPPLIES DISTRIBUTOR		785.18	17-FEB-16	785.18	Reconciled

365193	11-FEB-16	RESPONSE ENVELOPE, INC	2,761.88	23-FEB-16	2,761.88	Reconciled
365194	11-FEB-16	RICHARD C SLADE & ASSOCIATES LLC	1,892.00	22-FEB-16	1,892.00	Reconciled
365195	11-FEB-16	RINCON TRUCK CENTER INC.	190.60	16-FEB-16	190.60	Reconciled
365196	11-FEB-16	RINK, CHARLES	234.16	16-FEB-16	234.16	Reconciled
365197	11-FEB-16	ROBERT HALF INTERNATIONAL, INC.	4,320.00	16-FEB-16	4,320.00	Reconciled

IRWD Ledger Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 14  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365198		11-FEB-16	ROCHESTER MIDLAND CORPORATION		1,503.30	17-FEB-16	1,503.30	Reconciled
365199		11-FEB-16	ROLFE, DAVID/STAC		5,753.88	16-FEB-16	5,753.88	Reconciled
365200		11-FEB-16	ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT		31,313.84	22-FEB-16	31,313.84	Reconciled
365201		11-FEB-16	SANTA ANA BLUE PRINT		711.70	22-FEB-16	711.70	Reconciled
365202		11-FEB-16	SANTA MARGARITA FORD		146.12	16-FEB-16	146.12	Reconciled
365203		11-FEB-16	SANTA MARGARITA WATER DISTRICT		153,945.76	16-FEB-16	153,945.76	Reconciled
365204		11-FEB-16	SANTIAGO AQUEDUCT COMMISSION		16,235.68	19-FEB-16	16,235.68	Reconciled
365205		11-FEB-16	SHAMROCK SUPPLY CO INC		88.13	16-FEB-16	88.13	Reconciled
365206		11-FEB-16	SHIELDS, HARPER & CO.		510.95	16-FEB-16	510.95	Reconciled
365207		11-FEB-16	SIEMENS INDUSTRY INC		3,545.00	16-FEB-16	3,545.00	Reconciled
365208		11-FEB-16	SIMI VALLEY LANDFILL AND RECYCLING CENTER		1,255.44	16-FEB-16	1,255.44	Reconciled
365209		11-FEB-16	SITMATIC		618.71	17-FEB-16	618.71	Reconciled
365210		11-FEB-16	SOUTH COAST WATER CO.		151.68	17-FEB-16	151.68	Reconciled
365211		11-FEB-16	SOUTHERN CALIFORNIA EDISON COMPANY		13,455.82	16-FEB-16	13,455.82	Reconciled
365212		11-FEB-16	SOUTHERN CALIFORNIA		150.34	17-FEB-16	150.34	Reconciled

365213	11-FEB-16	SECURITY CENTER, INC.	2,146.88	16-FEB-16	2,146.88	Reconciled
365214	11-FEB-16	SOUTHERN COUNTIES LUBRICANTS LLC	155.52			Negotiable
365215	11-FEB-16	STANDARD REGISTER, INC.	2,513.00	16-FEB-16	2,513.00	Reconciled
365216	11-FEB-16	STANTEC CONSULTING SERVICES INC.	1,825.00	16-FEB-16	1,825.00	Reconciled
365217	11-FEB-16	STEVEN ENTERPRISES INC	235.00	16-FEB-16	235.00	Reconciled
365218	11-FEB-16	TAIT ENVIRONMENTAL SERVICES INC	981.75	16-FEB-16	981.75	Reconciled
365219	11-FEB-16	TESTAMERICA LABORATORIES, INC	157.50	16-FEB-16	157.50	Reconciled

IRWD Ledger Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 15  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365220		11-FEB-16	THE FURMAN GROUP, INC.		12,550.00			Negotiable
365221		11-FEB-16	THOMAS HARDER & CO		6,839.60	16-FEB-16	6,839.60	Reconciled
365222		11-FEB-16	TRANSCAT, INC		1,127.62	17-FEB-16	1,127.62	Reconciled
365223		11-FEB-16	TRENCH SHORING COMPANY		64.80	17-FEB-16	64.80	Reconciled
365224		11-FEB-16	TROPICAL PLAZA NURSERY INC		2,201.00	16-FEB-16	2,201.00	Reconciled
365225		11-FEB-16	TRUCPARCO		4,139.27	16-FEB-16	4,139.27	Reconciled
365226		11-FEB-16	TUTTLE-CLICK FORD LINCOLN		31,341.71	22-FEB-16	31,341.71	Reconciled
365227		11-FEB-16	U.S. HEALTHWORKS MEDICAL GROUP, P.C.		450.00	16-FEB-16	450.00	Reconciled
365228		11-FEB-16	UCT, LLC		274.06	16-FEB-16	274.06	Reconciled
365229		11-FEB-16	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		789.00	18-FEB-16	789.00	Reconciled
365230		11-FEB-16	UNITED SITE SERVICES OF CALIFORNIA INC		152.31	17-FEB-16	152.31	Reconciled
365231		11-FEB-16	URS CORPORATION		2,455.11	16-FEB-16	2,455.11	Reconciled
365232		11-FEB-16	VWR INTERNATIONAL, LLC		3,624.08	16-FEB-16	3,624.08	Reconciled
365233		11-FEB-16	WALTERS WHOLESALE		10,041.16	18-FEB-16	10,041.16	Reconciled

365234	11-FEB-16	ELECTRIC WASTE MANAGEMENT OF ORANGE COUNTY		2,537.36	16-FEB-16	2,537.36	Reconciled
365235	11-FEB-16	WAXIE'S ENTERPRISES, INC		1,765.51	23-FEB-16	1,765.51	Reconciled
365236	11-FEB-16	WESTAMERICA COMMUNICATIONS, INC.		16,568.00	12-FEB-16	16,568.00	Reconciled
365237	11-FEB-16	WESTAMERICA COMMUNICATIONS, INC.		4,485.50	16-FEB-16	4,485.50	Reconciled
365238	11-FEB-16	WINDWOOD KNOLL APTS		1,194.29	25-FEB-16	1,194.29	Reconciled
365239	11-FEB-16	WOODBRIIDGE PINES APTS		2,441.59	24-FEB-16	2,441.59	Reconciled
365240	11-FEB-16	XU, ZHENG FANG		31.89	19-FEB-16	31.89	Reconciled
365241	11-FEB-16	YP LLC		123.50	16-FEB-16	123.50	Reconciled
365242	16-FEB-16	JCI JONES CHEMICALS INC	CINCINNATI	2,973.81	22-FEB-16	2,973.81	Reconciled
365243	18-FEB-16	Swift, Ian P (Ian)		200.00	22-FEB-16	200.00	Reconciled

IRWD Ledger Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 16  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365244		18-FEB-16	Roney, Jenny Lauren		45.26	22-FEB-16	45.26	Reconciled
365245		18-FEB-16	Withers, John B		38.88	24-FEB-16	38.88	Reconciled
365246		18-FEB-16	Lewis, Lyndy R		50.21	22-FEB-16	50.21	Reconciled
365247		18-FEB-16	Swan, Peer		625.38	26-FEB-16	625.38	Reconciled
365248		18-FEB-16	Norman, Tammy		110.37	22-FEB-16	110.37	Reconciled
365249		18-FEB-16	Sidlin, Wayne		199.79	19-FEB-16	199.79	Reconciled
365250		18-FEB-16	URBAN WATER INSTITUTE INC	LAKE FOREST	750.00			Negotiable
365251		18-FEB-16	CHARLES Z FEDAK & PURCHASE COMPANY		11,960.00	22-FEB-16	11,960.00	Reconciled
365252		18-FEB-16	A&A WIPING CLOTH CO		682.56	22-FEB-16	682.56	Reconciled
365253		18-FEB-16	ACWA		299.90	22-FEB-16	299.90	Reconciled
365254		18-FEB-16	ADT SECURITY SERVICES INC		175.80	26-FEB-16	175.80	Reconciled
365255		18-FEB-16	AIRGAS, INC.		1,129.92	22-FEB-16	1,129.92	Reconciled
365256		18-FEB-16	AM CONSERVATION GROUP, INC.		374.82	22-FEB-16	374.82	Reconciled
365257		18-FEB-16	ANTHONY SUFFREDINI		3,600.00	22-FEB-16	3,600.00	Reconciled
365258		18-FEB-16	APPLIED TECHNOLOGY		0.00			Negotiable



365259	18-FEB-16	GROUP INC AQUA-METRIC SALES COMPANY	19,715.77				Negotiable
365260	18-FEB-16	ARCADIS U.S., INC.	3,554.48	22-FEB-16	3,554.48		Reconciled
365261	18-FEB-16	ARIZONA INSTRUMENT LLC	0.00				Negotiable
365262	18-FEB-16	AST CORPORATION	0.00				Negotiable
365263	18-FEB-16	AT&T	48.57	22-FEB-16	48.57		Reconciled
365264	18-FEB-16	ATHENS SERVICES	10,357.53	24-FEB-16	10,357.53		Reconciled
365265	18-FEB-16	AUSTIN HARDWOODS, INC	245.36	24-FEB-16	245.36		Reconciled
365266	18-FEB-16	BANK OF AMERICA	21,446.36	24-FEB-16	21,446.36		Reconciled
365267	18-FEB-16	BANK OF NEW YORK MELLON TRUST COMPANY NA	1,324.00	25-FEB-16	1,324.00		Reconciled
365268	18-FEB-16	BIO-ACOUSTICAL CORP.	1,875.00	22-FEB-16	1,875.00		Reconciled
365269	18-FEB-16	BIOMAGIC INC	387.07	22-FEB-16	387.07		Reconciled
365270	18-FEB-16	BLACK & VEATCH CORPORATION	0.00				Negotiable
365271	18-FEB-16	BORCHARD SURVEYING & MAPPING, INC.	3,547.50				Negotiable
365272	18-FEB-16	BOTTOM LINE UTILITY SOLUTIONS, INC.	0.00				Negotiable

IRWD Ledger Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 17  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365273		18-FEB-16	BRIAN BURTON DESIGN, INC.		1,000.00	22-FEB-16	1,000.00	Reconciled
365274		18-FEB-16	BRITHINEE ELECTRIC		13,884.25	22-FEB-16	13,884.25	Reconciled
365275		18-FEB-16	BRUCE NEWELL		1,316.00	22-FEB-16	1,316.00	Reconciled
365276		18-FEB-16	C WELLS PIPELINE MATERIALS INC		1,468.80	26-FEB-16	1,468.80	Reconciled
365277		18-FEB-16	CALIFORNIA BARRICADE INC		13,940.02			Negotiable
365278		18-FEB-16	CANON FINANCIAL SERVICES, INC		304.56	22-FEB-16	304.56	Reconciled
365279		18-FEB-16	CANON SOLUTIONS AMERICA, INC.		507.94	22-FEB-16	507.94	Reconciled
365280		18-FEB-16	CARL WARREN & CO		512.00	22-FEB-16	512.00	Reconciled
365281		18-FEB-16	CENTER ENTERPRISES INC		22.49	22-FEB-16	22.49	Reconciled
365282		18-FEB-16	CHEM TECH		10,982.40			Negotiable

			INTERNATIONAL INC						
365283	18-FEB-16		CITY OF SANTA ANA		131.42	22-FEB-16		131.42	Reconciled
365284	18-FEB-16		CITY OF TUSTIN		1,281.95	22-FEB-16		1,281.95	Reconciled
365285	18-FEB-16		CLEARINGHOUSE		477.67	22-FEB-16		477.67	Reconciled
365286	18-FEB-16		CNC ENGINEERING		2,546.25	25-FEB-16		2,546.25	Reconciled
365287	18-FEB-16		COMMERCIAL ROOFING SYSTEMS INC		0.00				Negotiable
365288	18-FEB-16		COX COMMUNICATIONS, INC.		109.00	23-FEB-16		109.00	Reconciled
365289	18-FEB-16		CPS ELECTRONICS AND CONSULTING		0.00				Negotiable
365290	18-FEB-16		CURT PRINGLE AND ASSOCIATES		10,000.00				Negotiable
365291	18-FEB-16		DATAGEAR, INC.		2,680.32	23-FEB-16		2,680.32	Reconciled
365292	18-FEB-16		DAVIS FARR LLP		7,621.00	22-FEB-16		7,621.00	Reconciled
365293	18-FEB-16		DEE JASPAR & ASSOCIATES, INC.		16,696.96				Negotiable
365294	18-FEB-16		DEGENHARDT, PAMELA D		582.06	22-FEB-16		582.06	Reconciled
365295	18-FEB-16		DELL MARKETING LP		1,007.94	22-FEB-16		1,007.94	Reconciled
365296	18-FEB-16		DILYTICS INC		4,600.31	22-FEB-16		4,600.31	Reconciled
365297	18-FEB-16		DUDEK		0.00				Negotiable
365298	18-FEB-16		DWYER INSTRUMENTS INC		287.87	22-FEB-16		287.87	Reconciled
365299	18-FEB-16		ENDRESS AND HAUSER INC		24,158.19	25-FEB-16		24,158.19	Reconciled
365300	18-FEB-16		ENVIRONMENTAL EQUIPMENT SUPPLY, INC		0.00				Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 18  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365301		18-FEB-16	ENVIRONMENTAL EXPRESS INC		2,455.01	22-FEB-16	2,455.01	Reconciled
365302		18-FEB-16	ENVIRONMENTAL RESOURCE ASSOCIATES		309.89	23-FEB-16	309.89	Reconciled
365303		18-FEB-16	EXECUTIVE LIGHTING & ELECTRIC		175.06	22-FEB-16	175.06	Reconciled
365304		18-FEB-16	FEDEX		536.04	23-FEB-16	536.04	Reconciled
365305		18-FEB-16	FISHER SCIENTIFIC COMPANY LLC		222.18	22-FEB-16	222.18	Reconciled
365306		18-FEB-16	FLEET SOLUTIONS		4,431.00	23-FEB-16	4,431.00	Reconciled

365307	18-FEB-16	LLC FORESTRY SUPPLIERS INC	0.00				Negotiable
365308	18-FEB-16	FRANCHISE TAX BOARD	274.04	24-FEB-16		274.04	Reconciled
365309	18-FEB-16	FUA, COSBY	8.31				Negotiable
365310	18-FEB-16	FUSCOE ENGINEERING, INC.	6,689.33	22-FEB-16		6,689.33	Reconciled
365311	18-FEB-16	GANAHL LUMBER CO.	16.13	24-FEB-16		16.13	Reconciled
365312	18-FEB-16	GENERAL MONITORS INC.	9,769.90	22-FEB-16		9,769.90	Reconciled
365313	18-FEB-16	GENERAL PUMP COMPANY INC	41,861.75	24-FEB-16		41,861.75	Reconciled
365314	18-FEB-16	GENTERRA CONSULTANTS INC	2,235.00	22-FEB-16		2,235.00	Reconciled
365315	18-FEB-16	GRAINGER	8,036.96	22-FEB-16		8,036.96	Reconciled
365316	18-FEB-16	GRAYBAR ELECTRIC COMPANY	310.07	22-FEB-16		310.07	Reconciled
365317	18-FEB-16	HACH COMPANY	1,485.66	22-FEB-16		1,485.66	Reconciled
365318	18-FEB-16	HALCYON ELECTRIC INC	14,700.00	24-FEB-16		14,700.00	Reconciled
365319	18-FEB-16	HARMSWORTH ASSOCIATES	4,340.00	24-FEB-16		4,340.00	Reconciled
365320	18-FEB-16	HELPMATES STAFFING SERVICES	9,516.71	22-FEB-16		9,516.71	Reconciled
365321	18-FEB-16	HENRY PRATT COMPANY	0.00				Negotiable
365322	18-FEB-16	HILL BROTHERS CHEMICAL COMPANY	13,786.00	25-FEB-16		13,786.00	Reconciled
365323	18-FEB-16	HOME DEPOT USA INC	720.15	25-FEB-16		720.15	Reconciled
365324	18-FEB-16	HORIZON TECHNOLOGY INC	218.49	22-FEB-16		218.49	Reconciled
365325	18-FEB-16	HUNSAKER & ASSOCIATES IRVINE	2,464.00	22-FEB-16		2,464.00	Reconciled
365326	18-FEB-16	IBM CORPORATION	925.00	22-FEB-16		925.00	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 19  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365327		18-FEB-16	INDUSTRIAL METAL SUPPLY CO		106.43	22-FEB-16	106.43	Reconciled
365328		18-FEB-16	INDUSTRIAL NETWORKING SOLUTIONS		0.00			Negotiable
365329		18-FEB-16	INDUSTRIAL VIDEO		0.00			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
365330		18-FEB-16	AND CONTROL INFOSYS LIMITED		50,000.00	25-FEB-16	50,000.00	Reconciled
365331		18-FEB-16	IRON MOUNTAIN INFORMATION MANAGEMENT INC		1,845.34	23-FEB-16	1,845.34	Reconciled
365332		18-FEB-16	IRVINE PIPE & SUPPLY INC		1,490.77	22-FEB-16	1,490.77	Reconciled
365333		18-FEB-16	IRWD		0.00			Negotiable
365334		18-FEB-16	IRWD EMPLOYEE ASSOCIATION		800.00	19-FEB-16	800.00	Reconciled
365335		18-FEB-16	JACK GOSCH FORD, INC.		0.00			Negotiable
365336		18-FEB-16	Larson, Jane E (Jane)		0.00			Negotiable
365337		18-FEB-16	JCI JONES CHEMICALS INC		1,127.00	22-FEB-16	1,127.00	Reconciled
365338		18-FEB-16	JOHN ROBINSON CONSULTING, INC.		35,787.00			Negotiable
365339		18-FEB-16	JOHNSTONE SUPPLY		0.00			Negotiable
365340		18-FEB-16	Erwin, Kenneth D (Ken)		0.00			Negotiable
365341		18-FEB-16	KINGS COUNTY TAX COLLECTOR		0.00			Negotiable
365342		18-FEB-16	LAGUNA BEACH COUNTY WATER DISTRICT		3,861.37			Negotiable
365343		18-FEB-16	LCS TECHNOLOGIES, INC.		6,480.00	22-FEB-16	6,480.00	Reconciled
365344		18-FEB-16	LEWIS OPERATING CORP		600.00	22-FEB-16	600.00	Reconciled
365345		18-FEB-16	LIAO, SZUTING		1,093.64			Negotiable
365346		18-FEB-16	MARINA LANDSCAPE MAINTENANCE, INC.		6,152.82	25-FEB-16	6,152.82	Reconciled
365347		18-FEB-16	MARVIN GARDENS LLC		2,593.70	18-FEB-16	2,593.70	Reconciled
365348		18-FEB-16	MC FADDEN-DALE INDUSTRIAL		0.00			Negotiable
365349		18-FEB-16	MC MASTER CARR SUPPLY CO		803.16	23-FEB-16	803.16	Reconciled
365350		18-FEB-16	MCCALL'S METERS, INC.		778.23	26-FEB-16	778.23	Reconciled

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

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365351		18-FEB-16	MCMURRAY STERN,		93.11	22-FEB-16	93.11	Reconciled

365352	18-FEB-16	INC. MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	6,906.55	22-FEB-16	6,906.55	Reconciled
365353	18-FEB-16	NAKAE & ASSOCIATES	925.00	22-FEB-16	925.00	Reconciled
365354	18-FEB-16	NATIONAL READY MIXED CONCRETE CO.	1,104.00	22-FEB-16	1,104.00	Reconciled
365355	18-FEB-16	NATURALWELL, LLC	1,595.00	22-FEB-16	1,595.00	Reconciled
365356	18-FEB-16	NATURES IMAGE INC	515.25	23-FEB-16	515.25	Reconciled
365357	18-FEB-16	NEPTUNE TECHNOLOGY GROUP, INC.	78,624.00	25-FEB-16	78,624.00	Reconciled
365358	18-FEB-16	OLIN CORPORATION	5,740.53	22-FEB-16	5,740.53	Reconciled
365359	18-FEB-16	ORANGE COUNTY AUTO PARTS CO	544.09	22-FEB-16	544.09	Reconciled
365360	18-FEB-16	ORANGE COUNTY BUSINESS COUNCIL	550.00	24-FEB-16	550.00	Reconciled
365361	18-FEB-16	ORANGE COUNTY FIRE AUTHORITY	0.00			Negotiable
365362	18-FEB-16	ORANGE COUNTY SHERIFF'S OFFICE	62.50			Negotiable
365363	18-FEB-16	OUTSOURCE TECHNICAL LLC	75,702.00	24-FEB-16	75,702.00	Reconciled
365364	18-FEB-16	PACIFIC LIFE INSURANCE CO	0.00			Negotiable
365365	18-FEB-16	PACIFIC PARTS & CONTROLS INC	8,530.65	22-FEB-16	8,530.65	Reconciled
365366	18-FEB-16	PACIFIC SURVEYS, LLC	3,572.00	23-FEB-16	3,572.00	Reconciled
365367	18-FEB-16	PARK, JUNG BOK	435.23	23-FEB-16	435.23	Reconciled
365368	18-FEB-16	PARKHOUSE TIRE INC	0.00			Negotiable
365369	18-FEB-16	PAULUS ENGINEERING INC	109,349.13	24-FEB-16	109,349.13	Reconciled
365370	18-FEB-16	PAWLOWSKI, JON	22.45	23-FEB-16	22.45	Reconciled
365371	18-FEB-16	PENCO ENGINEERING, INC.	0.00			Negotiable
365372	18-FEB-16	PERS LONG TERM CARE	771.11	23-FEB-16	771.11	Reconciled
365373	18-FEB-16	PINNACLE TOWERS LLC	666.04	22-FEB-16	666.04	Reconciled
365374	18-FEB-16	POLLARDWATER.COM	2,478.60	22-FEB-16	2,478.60	Reconciled
365375	18-FEB-16	PRINCIPAL LIFE INSURANCE	0.00			Negotiable
365376	18-FEB-16	PRIORITY MAILING SYSTEMS LLC	615.06	25-FEB-16	615.06	Reconciled

IRWD Ledger  
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 Payment Currency: USD ( US Dollar )  
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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
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Payment Document : IRWD CHECK

365377	18-FEB-16	PTI SAND & GRAVEL INC	1,079.92	23-FEB-16	1,079.92	Reconciled
365378	18-FEB-16	PURE EFFECT INC	5,955.00	22-FEB-16	5,955.00	Reconciled
365379	18-FEB-16	QUINDAZZI, MICHAEL	0.00			Negotiable
365380	18-FEB-16	RAM AIR ENGINEERING INC	2,266.17	23-FEB-16	2,266.17	Reconciled
365381	18-FEB-16	RAMPONE, JENNIFER	40.00			Negotiable
365382	18-FEB-16	RED WING SHOES	2,866.24	22-FEB-16	2,866.24	Reconciled
365383	18-FEB-16	RICHTER, ROBIN D	0.00			Negotiable
365384	18-FEB-16	ROCHESTER MIDLAND CORPORATION	656.28	23-FEB-16	656.28	Reconciled
365385	18-FEB-16	ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT	0.00			Negotiable
365386	18-FEB-16	SAFETY-KLEEN SYSTEMS, INC	1,100.30	24-FEB-16	1,100.30	Reconciled
365387	18-FEB-16	SAN DIEGO FLUID SYSTEM TECH	105.49	22-FEB-16	105.49	Reconciled
365388	18-FEB-16	SANTA ANA BLUE PRINT	299.09			Negotiable
365389	18-FEB-16	SANTA MARGARITA WATER DISTRICT	0.00			Negotiable
365390	18-FEB-16	SAVINO, TOM	0.00			Negotiable
365391	18-FEB-16	SERRANO WATER DISTRICT	0.00			Negotiable
365392	18-FEB-16	SHAMROCK SUPPLY CO INC	858.36	22-FEB-16	858.36	Reconciled
365393	18-FEB-16	SIEMENS INDUSTRY INC	13,063.24	25-FEB-16	13,063.24	Reconciled
365394	18-FEB-16	SIGMA-ALDRICH INC	693.63	22-FEB-16	693.63	Reconciled
365395	18-FEB-16	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	935.96			Negotiable
365396	18-FEB-16	SOUTHERN CALIFORNIA EDISON COMPANY	252,706.47	23-FEB-16	252,706.47	Reconciled
365397	18-FEB-16	SOUTHERN CALIFORNIA SECURITY CENTER, INC.	262.65	24-FEB-16	262.65	Reconciled
365398	18-FEB-16	SOUTHERN COUNTIES LUBRICANTS LLC	578.90	22-FEB-16	578.90	Reconciled
365399	18-FEB-16	SOUTHLAND WATER TECHNOLOGIES LLC	36,386.00	26-FEB-16	36,386.00	Reconciled
365400	18-FEB-16	SPARKLETTS	186.95			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 22  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365401		18-FEB-16	STANDARD AUTOMATION AND CONTROL LP		0.00			Negotiable
365402		18-FEB-16	STEVEN ENTERPRISES INC		74.46	22-FEB-16	74.46	Reconciled
365403		18-FEB-16	STRAUSS, KAREN		0.00			Negotiable
365404		18-FEB-16	SUNNYHILLS RESTORATION		0.00			Negotiable
365405		18-FEB-16	SUSAN A. SIROTA		4,195.00	22-FEB-16	4,195.00	Reconciled
365406		18-FEB-16	TARE, BHASKAR		42.77			Negotiable
365407		18-FEB-16	TEKDRAULICS		16,935.87	24-FEB-16	16,935.87	Reconciled
365408		18-FEB-16	THE GAS COMPANY		1,297.36			Negotiable
365409		18-FEB-16	THE NEW HOME COMPANY		32.57			Negotiable
365410		18-FEB-16	THE TERRACE COMMUNITY ASSOCIATION		16.03	22-FEB-16	16.03	Reconciled
365411		18-FEB-16	TRANSCAT, INC		242.28	24-FEB-16	242.28	Reconciled
365412		18-FEB-16	TROPICAL PLAZA NURSERY INC		8,143.20	22-FEB-16	8,143.20	Reconciled
365413		18-FEB-16	TYCO INTEGRATED SECURITY, LLC		816.68	23-FEB-16	816.68	Reconciled
365414		18-FEB-16	U.S. HEALTHWORKS MEDICAL GROUP, P.C.		1,293.77	22-FEB-16	1,293.77	Reconciled
365415		18-FEB-16	UCT, LLC		426.13	22-FEB-16	426.13	Reconciled
365416		18-FEB-16	UNITED PARCEL SERVICE INC		176.81	22-FEB-16	176.81	Reconciled
365417		18-FEB-16	URS CORPORATION		18,074.16	26-FEB-16	18,074.16	Reconciled
365418		18-FEB-16	VALLEY POWER SYSTEMS INC		168.45	23-FEB-16	168.45	Reconciled
365419		18-FEB-16	VERIZON CALIFORNIA INC		320.72	22-FEB-16	320.72	Reconciled
365420		18-FEB-16	WALTERS WHOLESALE ELECTRIC		1,842.19	23-FEB-16	1,842.19	Reconciled
365421		18-FEB-16	WASTE MANAGEMENT OF ORANGE COUNTY		0.00			Negotiable
365422		18-FEB-16	WATERLINE TECHNOLOGIES INC		2,840.00	22-FEB-16	2,840.00	Reconciled
365423		18-FEB-16	WAXIE'S ENTERPRISES, INC		120.33	26-FEB-16	120.33	Reconciled
365424		18-FEB-16	WECK LABORATORIES INC		3,710.00	23-FEB-16	3,710.00	Reconciled
365425		18-FEB-16	WEST COAST SAFETY SUPPLY INC		114.80			Negotiable

IRWD Ledger  
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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365426		18-FEB-16	WIRELESS WATCHDOGS, LLC		416.00	24-FEB-16	416.00	Reconciled
365427		19-FEB-16	King, Casey (Casey)	HOME	94.95	26-FEB-16	94.95	Reconciled
365428		19-FEB-16	JCI JONES CHEMICALS INC	CINCINNATI	4,508.00	22-FEB-16	4,508.00	Reconciled
365429		22-FEB-16	THE FOLEY GROUP, PLC CLIENT TRUST ACCOUNT	NEWPORT BEACH	42,500.00	23-FEB-16	42,500.00	Reconciled
365430		23-FEB-16	STATE BOARD OF EQUALIZATION	SACRAMENTO	1,333.00			Negotiable
365431		23-FEB-16	SCHULER ENGINEERING CORPORATION	CORONA	93,482.20	24-FEB-16	93,482.20	Reconciled
365432		25-FEB-16	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	FILE 54493	75.47			Negotiable
365433		25-FEB-16	Bystrom, Brian V (Brian)		250.00			Negotiable
365434		25-FEB-16	King, Casey (Casey)		105.05	26-FEB-16	105.05	Reconciled
365435		25-FEB-16	Compton, Christine A		91.25			Negotiable
365436		25-FEB-16	Martin, Colton S (Colton)		81.00			Negotiable
365437		25-FEB-16	Chaney, David (Dave)		81.00			Negotiable
365438		25-FEB-16	Bonkowski, Leslie A (Leslie)		162.03	26-FEB-16	162.03	Reconciled
365439		25-FEB-16	Valencia, Reynaldo		29.20			Negotiable
365440		25-FEB-16	Phuong, Sophia		50.00			Negotiable
365441		25-FEB-16	Bonkowski, Thomas J (Thomas)		27.11	26-FEB-16	27.11	Reconciled
365442		25-FEB-16	Koenig, Timothy (Tim)		60.00			Negotiable
365443		25-FEB-16	ACCURATE MEASUREMENT SYSTEMS INC		4,061.00			Negotiable
365444		25-FEB-16	ADVANCED ELECTRONICS INC		2,163.80			Negotiable
365445		25-FEB-16	AFLAC		343.34			Negotiable





365470	25-FEB-16	BARRICADE INC CALIFORNIA COUNCIL FOR ENVIRONMENTAL AND ECONOMIC BALANCE	10,000.00	Negotiable
365471	25-FEB-16	CALTROL, INC.	306.10	Negotiable
365472	25-FEB-16	CANON FINANCIAL SERVICES, INC	10,414.93	Negotiable

IRWD Ledger  
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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365473		25-FEB-16	CAROLLO ENGINEERS, INC		118,613.08			Negotiable
365474		25-FEB-16	CHARLES P CROWLEY COMPANY INC		982.72			Negotiable
365475		25-FEB-16	CHEM SERVICE INC.		85.20			Negotiable
365476		25-FEB-16	CITY OF IRVINE		19,175.00			Negotiable
365477		25-FEB-16	CITY OF NEWPORT BEACH		1,126.78			Negotiable
365478		25-FEB-16	CIVILSOURCE, INC.		37,681.00			Negotiable
365479		25-FEB-16	CNC ENGINEERING		2,697.50			Negotiable
365480		25-FEB-16	COLONIAL LIFE & ACCIDENT INSURANCE CO.		1,139.60			Negotiable
365481		25-FEB-16	COLUMBIA COURT APTS		38.81			Negotiable
365482		25-FEB-16	COMMERCE ENERGY INC		246.53			Negotiable
365483		25-FEB-16	COMMERCIAL DOOR OF ORANGE COUNTY, INC.		518.36			Negotiable
365484		25-FEB-16	COMPUTER AIDED SOLUTIONS, LLC		1,342.04			Negotiable
365485		25-FEB-16	CORELOGIC INC		36.00			Negotiable
365486		25-FEB-16	COX COMMUNICATIONS, INC.		3,259.08			Negotiable
365487		25-FEB-16	CREDENTIAL CHECK CORPORATION		72.50			Negotiable
365488		25-FEB-16	D & G SIGNS		280.80			Negotiable
365489		25-FEB-16	DB INDUSTRIAL SUPPLY CO		387.74			Negotiable
365490		25-FEB-16	DEACON, JANET		1,976.29			Negotiable
365491		25-FEB-16	DELL MARKETING LP		13,923.16			Negotiable

365492	25-FEB-16	DELPHIN COMPUTER SUPPLY	1,287.36	Negotiable
365493	25-FEB-16	DEPARTMENT OF MOTOR VEHICLES	19.79	Negotiable
365494	25-FEB-16	DIRECTV INC	115.98	Negotiable
365495	25-FEB-16	DMS FACILITY SERVICES, INC.	16,516.93	Negotiable
365496	25-FEB-16	DWYER INSTRUMENTS INC	166.71	Negotiable
365497	25-FEB-16	ECOMOTION, INC.	19,135.86	Negotiable
365498	25-FEB-16	EL CAMINO ASPHALT PAVING CORP.	915.46	Negotiable

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365499		25-FEB-16	ELITE EQUIPMENT, INC.		646.98			Negotiable
365500		25-FEB-16	EMPLOYEE BENEFIT SPECIALIST, INC		150.00			Negotiable
365501		25-FEB-16	EVANS-HYDRO INC		17,375.07			Negotiable
365502		25-FEB-16	EXECUTIVE LIGHTING & ELECTRIC		1,129.96			Negotiable
365503		25-FEB-16	FARRELL & ASSOCIATES		89.18			Negotiable
365504		25-FEB-16	FEDEX		357.10			Negotiable
365505		25-FEB-16	FISERV		16,626.98			Negotiable
365506		25-FEB-16	FISHER SCIENTIFIC COMPANY LLC		4,932.19			Negotiable
365507		25-FEB-16	FLW, INC.		17,940.52			Negotiable
365508		25-FEB-16	FU, GINA		160.41			Negotiable
365509		25-FEB-16	GARDENWARE		1,536.71			Negotiable
365510		25-FEB-16	GM SAGER CONSTRUCTION CO, INC.		10,400.00			Negotiable
365511		25-FEB-16	GRAINGER		582.83			Negotiable
365512		25-FEB-16	HAAKER EQUIPMENT COMPANY		601.00			Negotiable
365513		25-FEB-16	HACH COMPANY		8,924.04			Negotiable
365514		25-FEB-16	HADRONEX INC		9,798.60			Negotiable
365515		25-FEB-16	HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY		116.18			Negotiable
365516		25-FEB-16	HARTFORD LIFE		25,722.54			Negotiable

365517	25-FEB-16	INSURANCE COMPANY HARVARD COURT APARTMENTS	17.21	Negotiable
365518	25-FEB-16	HDR ENGINEERING INC	28,308.49	Negotiable
365519	25-FEB-16	HELPMATES STAFFING SERVICES	19,010.65	Negotiable
365520	25-FEB-16	HERTZ EQUIPMENT RENTAL CORPORATION	2,824.20	Negotiable
365521	25-FEB-16	HILL BROTHERS CHEMICAL COMPANY	291.60	Negotiable
365522	25-FEB-16	HILLEBRECHT, WARREN K	335.20	Negotiable
365523	25-FEB-16	HOAG HOSPITAL	135.00	Negotiable
365524	25-FEB-16	HOME DEPOT USA INC	4,071.01	Negotiable
365525	25-FEB-16	HSIEH, AMYI	77.19	Negotiable
365526	25-FEB-16	HUNSAKER & ASSOCIATES IRVINE	3,290.01	Negotiable

IRWD Ledger Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 27  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365527		25-FEB-16	IBM CORPORATION		3,821.00			Negotiable
365528		25-FEB-16	IDEXX DISTRIBUTION, INC		5,577.08			Negotiable
365529		25-FEB-16	INDUSTRIAL METAL SUPPLY CO		793.95			Negotiable
365530		25-FEB-16	INFOSYS LIMITED		66,112.00			Negotiable
365531		25-FEB-16	IRVINE PIPE & SUPPLY INC		722.47			Negotiable
365532		25-FEB-16	IRWD-PETTY CASH CUSTODIAN		843.68			Negotiable
365533		25-FEB-16	KENNY THE PRINTER		3,445.25			Negotiable
365534		25-FEB-16	KENT & AMY DAHLBERG		7,321.25			Negotiable
365535		25-FEB-16	KWON, MICKI		4.79			Negotiable
365536		25-FEB-16	LANDCARE HOLDINGS, INC.		34,169.82			Negotiable
365537		25-FEB-16	LIN, YEA HUEY		5.59			Negotiable
365538		25-FEB-16	MBC APPLIED ENVIRONMENTAL SCIENCES		2,600.00			Negotiable
365539		25-FEB-16	MBF CONSULTING, INC.		6,482.72			Negotiable
365540		25-FEB-16	MC FADDEN-DALE		677.66			Negotiable

365541	25-FEB-16	INDUSTRIAL MC MASTER CARR SUPPLY CO	134.75	Negotiable
365542	25-FEB-16	METAL TECHNOLOGY	1,164.06	Negotiable
365543	25-FEB-16	MICHAEL BAKER INTERNATIONAL, INC.	7,459.37	Negotiable
365544	25-FEB-16	MOBILE MODULAR MANAGEMENT CORPORATION	972.00	Negotiable
365545	25-FEB-16	MR CRANE INC	2,424.75	Negotiable
365546	25-FEB-16	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	61,474.00	Negotiable
365547	25-FEB-16	NATIONAL CINEMEDIA, LLC	3,002.00	Negotiable
365548	25-FEB-16	NATIONAL READY MIXED CONCRETE CO.	1,416.40	Negotiable
365549	25-FEB-16	NATIONAL WATER RESEARCH INSTITUTE	2,500.00	Negotiable
365550	25-FEB-16	NATURALWELL, LLC	1,045.00	Negotiable
365551	25-FEB-16	NEPTUNE TECHNOLOGY GROUP, INC.	78,624.00	Negotiable

IRWD Ledger Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 28  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365552		25-FEB-16	NEWPORT WINDOW MAINTENANCE INC		2,314.00			Negotiable
365553		25-FEB-16	NINYO & MOORE		13,018.25			Negotiable
365554		25-FEB-16	OCTA		1,275.00			Negotiable
365555		25-FEB-16	OLIN CORPORATION		5,671.73			Negotiable
365556		25-FEB-16	OLSON, HAGEL & FISHBURN, LLP		365.00			Negotiable
365557		25-FEB-16	ORANGE COUNTY AUTO PARTS CO		745.08			Negotiable
365558		25-FEB-16	OUTFRONT MEDIA LLC		38,297.00			Negotiable
365559		25-FEB-16	PACIFIC COAST BOLT CORP		363.97			Negotiable
365560		25-FEB-16	PACIFIC MOON REAL ESTATE		28.66			Negotiable
365561		25-FEB-16	PACIFIC PARTS & CONTROLS INC		583.20			Negotiable
365562		25-FEB-16	PACIFIC SURVEYS, LLC		1,285.48			Negotiable

365563	25-FEB-16	PARKHOUSE TIRE INC	5,446.37	Negotiable
365564	25-FEB-16	PAYNE & FEARS LLP	1,872.50	Negotiable
365565	25-FEB-16	POLLARDWATER.COM	3,145.26	Negotiable
365566	25-FEB-16	PRE-PAID LEGAL SERVICES INC	1,586.85	Negotiable
365567	25-FEB-16	QUAIL MEADOW APARTMENTS	1.11	Negotiable
365568	25-FEB-16	R & R INDUSTRIAL SERVICES, INC.	723.88	Negotiable
365569	25-FEB-16	REACH EMPLOYEE ASSISTANCE INC	915.60	Negotiable
365570	25-FEB-16	RINCON TRUCK CENTER INC.	1,390.19	Negotiable
365571	25-FEB-16	SANTA ANA BLUE PRINT	105.53	Negotiable
365572	25-FEB-16	SANTA MARGARITA WATER DISTRICT	68,171.42	Negotiable
365573	25-FEB-16	SANTA MARIA APTS	124.83	Negotiable
365574	25-FEB-16	SEAL ANALYTICAL INC	478.82	Negotiable
365575	25-FEB-16	SHAW PUMP & SUPPLY, INC.	2,240.51	Negotiable
365576	25-FEB-16	SOUTH COAST WATER CO.	40.00	Negotiable
365577	25-FEB-16	SOUTHERN CALIFORNIA SECURITY CENTER, INC.	522.24	Negotiable

IRWD Ledger Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 29  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365578		25-FEB-16	SOUTHERN CALIFORNIA WATER COMMITTEE INC		140.00			Negotiable
365579		25-FEB-16	SOUTHERN COUNTIES LUBRICANTS LLC		2,163.74			Negotiable
365580		25-FEB-16	STANTEC CONSULTING SERVICES INC.		4,447.00			Negotiable
365581		25-FEB-16	STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY		15,426.14			Negotiable
365582		25-FEB-16	SUNNYHILLS RESTORATION		93,775.46			Negotiable
365583		25-FEB-16	THE GAS COMPANY		7,021.98			Negotiable

365584	25-FEB-16	THOMPSON INDUSTRIAL SUPPLY	295.27	Negotiable
365585	25-FEB-16	TIC-IPG-COMMON	9.30	Negotiable
365586	25-FEB-16	TIC-OFFICE PROPERTIES	297.00	Negotiable
365587	25-FEB-16	TIC-SPECTRUM OFFICE	8.87	Negotiable
365588	25-FEB-16	TOXGUARD FLUID TECHNOLOGIES	289.89	Negotiable
365589	25-FEB-16	TROPICAL PLAZA NURSERY INC	25,471.00	Negotiable
365590	25-FEB-16	TRUCPARCO	3,057.88	Negotiable
365591	25-FEB-16	U.S. HEALTHWORKS MEDICAL GROUP, P.C.	490.09	Negotiable
365592	25-FEB-16	ULTRA SCIENTIFIC	405.25	Negotiable
365593	25-FEB-16	US BANK NAT'L ASSOCIATION NORTH DAKOTA	87,227.68	Negotiable
365594	25-FEB-16	VERIZON CALIFORNIA INC	384.42	Negotiable
365595	25-FEB-16	WALTERS WHOLESALE ELECTRIC	225.97	Negotiable
365596	25-FEB-16	WALTERS WHOLESALE ELECTRIC	170.01	Negotiable
365597	25-FEB-16	WANG, HELEN	30.43	Negotiable
365598	25-FEB-16	WARE MALCOMB	9,442.02	Negotiable
365599	25-FEB-16	WATERWISE CONSULTING, INC.	10,250.00	Negotiable
365600	25-FEB-16	WAXIE'S ENTERPRISES, INC	2,497.44	Negotiable
365601	25-FEB-16	WOLFE, PAUL A	505.63	Negotiable
IRWD Ledger Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 30 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar ) Payment Type: All Display Supplier Address: No				

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
365602		25-FEB-16	WOODRUFF, SPRADLIN & SMART APC		5,780.00			Negotiable
365603		25-FEB-16	WORKMAN, NANCY		56.25			Negotiable
365604		25-FEB-16	WU, SHEILA		55.24			Negotiable
365605		25-FEB-16	YORKE ENGINEERING LLC		6,883.25			Negotiable
365606		25-FEB-16	ZEE MEDICAL SERVICE CO		1,683.40			Negotiable
365607		25-FEB-16	UNITED STATES	LOS	20,724.00			Negotiable

POSTAL SERVICE ANGELES 2

Payment Document Subtotal: 6,443,291.49 4,947,246.95

Payment Document : IRWD Wire

11373	02-FEB-16	YORK INSURANCE SERVICES GROUP INC - CA	PAY	8,332.47	Negotiable
11374	03-FEB-16	CALPERS 1	SACRAMENTO	418,352.81	Negotiable
11375	04-FEB-16	CALPERS	PAY	2,646.00	Negotiable
11376	04-FEB-16	CALPERS	PAY	10,878.00	Negotiable
11377	09-FEB-16	ORANGE COUNTY WATER DISTRICT	F.V.	519,850.77	Negotiable
11378	09-FEB-16	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	62,378.76	Negotiable
11379	09-FEB-16	YORK INSURANCE SERVICES GROUP INC - CA	PAY	6,445.18	Negotiable
11380	09-FEB-16	INTERNAL REVENUE SERVICE	FRESNO	169,048.70	Negotiable
11381	09-FEB-16	FRANCHISE TAX BOARD	SACRAMENTO	45,995.91	Negotiable
11382	09-FEB-16	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	10,837.70	Negotiable
11383	09-FEB-16	ORDONEZ, CYNTHIA MARIE	DESERT HOT SPR	500.77	Negotiable
11384	09-FEB-16	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,406.91	Negotiable
11385	09-FEB-16	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	10,470.52	Negotiable

IRWD Ledger Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 31  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
11386		09-FEB-16	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	DENVER	105,713.28			Negotiable
11387		09-FEB-16	MERRILL LYNCH CAPITAL SERVICES,	CHARLOTTE	350,000.00			Negotiable



11388	09-FEB-16	INC CITIGROUP GLOBAL NEW YORK	NEW YORK	2,438,090.24	Negotiable
11389	10-FEB-16	MARKETS INC. SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	444.67	Negotiable
11390	10-FEB-16	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	293.06	Negotiable
11391	10-FEB-16	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	2,708.20	Negotiable
11392	10-FEB-16	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	102.49	Negotiable
11393	10-FEB-16	U.S. BANK NATIONALPAY ASSOCIATION		550.56	Negotiable
11394	10-FEB-16	BANK OF AMERICA	SAN FRANCISCO	550.56	Negotiable
11395	16-FEB-16	YORK INSURANCE SERVICES GROUP INC - CA	PAY	11,651.48	Negotiable
11396	17-FEB-16	PCL CONSTRUCTION, INC.	ACCT 6971821722	1,948,428.00	Negotiable
11397	17-FEB-16	PCL CONSTRUCTION, INC.	ESR 141511.1	216,492.00	Negotiable
11398	19-FEB-16	FILANC-BALFOUR BEATY JV	ACT 4427724347	5,490,080.84	Negotiable
11399	19-FEB-16	FILANC-BALFOUR BEATY JV	ESR 211084000	618,417.80	Negotiable
11400	22-FEB-16	U.S. BANK NATIONAL ASSOCIATION	ST. LOUIS	8,084.80	Negotiable
11401	22-FEB-16	CHANG, SHIHAO	PAY	36.79	Negotiable
11402	23-FEB-16	INTERNAL REVENUE SERVICE	FRESNO	171,538.15	Negotiable
11403	23-FEB-16	FRANCHISE TAX BOARD	SACRAMENTO	46,096.01	Negotiable
11404	23-FEB-16	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	11,003.14	Negotiable

IRWD Ledger Payment Register For 01-FEB-16 To 29-FEB-16 Report Date: 01-MAR-2016 11:11  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 32  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
11405		23-FEB-16	ORDONEZ, CYNTHIA	DESERT HOT	500.77			Negotiable

11406	23-FEB-16	MARIE CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SPR SACRAMENTO	2,406.91	Negotiable
11407	23-FEB-16	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	10,505.94	Negotiable
11408	23-FEB-16	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	DENVER	106,149.83	Negotiable
11409	23-FEB-16	CALPERS	SACRAMENTO	87,509.66	Negotiable
11410	23-FEB-16	MERRILL LYNCH CAPITAL SERVICES, INC	CHARLOTTE	510,000.00	Negotiable
11411	23-FEB-16	MERRILL LYNCH CAPITAL SERVICES, INC	CHARLOTTE	1,250,000.00	Negotiable
11412	23-FEB-16	MUNICIPAL WATER DISTRICT OF ORANGEVALLEY COUNTY	FOUNTAIN	273,743.25	Negotiable
11413	23-FEB-16	US BANK NAT'L ASSOC N.DAKOTA	PO BOX 70870	293.86	Negotiable
11414	23-FEB-16	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	750.73	Negotiable
11415	23-FEB-16	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	696.39	Negotiable
11416	23-FEB-16	GOLDMAN, SACHS & CO	PO BOX 9081	66,375.00	Negotiable
11417	23-FEB-16	MORGAN STANLEY & CO LLC	SAN FRANCISCO	44,250.00	Negotiable
11418	23-FEB-16	CALPERS	SACRAMENTO 1	421,222.85	Negotiable
11419	24-FEB-16	CALPERS	SACRAMENTO	88,521.11	Negotiable
11420	29-FEB-16	US BANK NAT'L ASSOC N.DAKOTA	PO BOX 70870	293.06	Negotiable
11421	29-FEB-16	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	8,015,456.94	Negotiable

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

Payment Document Subtotal: 23,567,102.87  
 Payment Register For 01-FEB-16 To 29-FEB-16      Report Date: 01-MAR-2016 11:11  
 Account: Checking AP and PR      Page: 33  
 Payment Currency: USD ( US Dollar )  
 Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
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Bank Account Subtotal :	30,010,394.36	4,947,246.95
Report Count : 792	Report Total: 30,010,394.36	4,947,246.95
	Total Disbursements	

\*\*\* End of Report \*\*\*

\$ 30,010,394.36	Disbursements
<103,294.82>	Voids
<hr/>	
\$ 29,907,099.54	Total Disbursements and Voids

Exhibit "E"

**IRWD Gov Code 53065.5 Disclosure Report**

Payment or Reimbursements for Individual charges of \$100 or more per transaction for services or product received.  
01-FEB-16 to 29-FEB-16

NAME	CHECK NO.	CHECK DATE	TRANSACTION	ITEM DESCRIPTION	EXPENSE JUSTIFICATION
Bonkowski, Leslie	365438	25-Feb-16	142.03	Other(Misc)	Meeting supplies
Bystrom, Brian	365433	25-Feb-16	164.00	Membership/Certification	CWEA membership renewal
Colvin, Todd	364876	4-Feb-16	105.00	Membership/Certification	Water Treatment Operator Grade IV certification
King, Casey	365434	25-Feb-16	105.05	Other(Misc)	Safety shoes allowance
Lao, Richard	365076	11-Feb-16	150.00	Membership/Certification	Water Quality CEU Training Course certification
Norman, Tammy	365248	18-Feb-16	103.89	Other(Misc)	Meeting supplies
Paulson, David	365069	11-Feb-16	107.99	Other(Misc)	ipad device cover reimbursement
Pfister, Ken	365074	11-Feb-16	107.99	Other(Misc)	ipad device cover reimbursement
Pfister, Ken	365074	11-Feb-16	137.55	Other(Misc)	Cell phone device cover with battery backup reimbursement
Sidlin, Wayne	365249	18-Feb-16	199.79	Other(Misc)	Safety Shoe Allowance
Spangenberg, Carl	365068	11-Feb-16	249.85	Lodging	AMTA Membrane Technology Conf San Antonio TX - Feb 1-4, 2016
Spangenberg, Carl	365068	11-Feb-16	249.85	Lodging	AMTA Membrane Technology Conf San Antonio TX - Feb 1-4, 2016
Spangenberg, Carl	365068	11-Feb-16	249.85	Lodging	AMTA Membrane Technology Conf San Antonio TX - Feb 1-4, 2016
Swan, Peer	365247	18-Feb-16	200.22	Lodging	CASA Winter Conf Palm Springs, CA - Jan 20-22, 2016
Swan, Peer	365247	18-Feb-16	109.08	Other(Misc)	CASA Winter Conf Mileage roundtrip to/from Palm Springs, CA
Swift, Ian	365243	18-Feb-16	200.00	Other(Misc)	Safety Shoe Allowance
Tessers, Frank H	365072	11-Feb-16	115.68	Membership/Certification	Distribution Grade D3 CEU certification renewal
Tessers, Frank H	365072	11-Feb-16	120.00	Membership/Certification	Distribution Grade D3 membership renewal
Tran, Jason	365081	11-Feb-16	164.00	Membership/Certification	CWEA membership renewal
<b>Total Amount:</b>			<b>\$2,981.82</b>		

March 28, 2016

Prepared by: J. McGehee/R. Mori

Submitted by: K. Burton

Approved by: Paul Cook

## ACTION CALENDAR

### PETERS CANYON WASH CHANNEL WATER CAPTURE AND REUSE PIPELINE AGREEMENT FOR DRY WEATHER URBAN RUNOFF DISCHARGE AND CONTRACT CHANGE ORDER

#### SUMMARY:

The Peters Canyon Wash Channel Water Capture and Reuse Pipeline project is under construction and is about 80 percent complete. The project will divert nuisance surface and perched groundwater flows with high concentrations of selenium and nitrates from selected tributaries to Peters Canyon Wash Channel and deliver them in a pressure pipeline to the Main Street sewer that discharges to the Orange County Sanitation District (OCSD) for treatment and reuse. The project will discharge to OCSD under the terms of OCSD's Dry Weather Urban Runoff Discharge Program (Resolution No. OCSD 13-09), which requires the execution of an agreement. Staff recommends that the Board:

- Authorize the General Manager to execute the Agreement for Dry Weather Urban Runoff Discharge with OCSD subject to non-substantive changes, and
- Approve Contract Change Order No. 3 in the amount of \$210,036.51 with E.J. Meyer Company for the Peters Canyon Wash Channel Water Capture and Reuse Pipeline, Project 4985.

#### BACKGROUND:

The City of Irvine, City of Tustin, Orange County Flood Control District (OCFCD), County of Orange (County) and California Department of Transportation (Caltrans) are all "Funding Parties" that have agreed to pay the capital costs to design and construct the project. While IRWD is not contributing to the capital cost of the project, staff is responsible for managing the design and construction phases and for operations and maintenance costs of the constructed project up to a maximum of \$60,000 per year. By participating in the project, IRWD will receive "Nitrogen and Selenium Credits" expected to be generated by the project which can be used throughout the San Diego Creek watershed including the San Joaquin Marsh.

Caltrans currently discharges shallow groundwater from its SR-261 dewatering operations at the Caltrans Ground Water Treatment Facility (GWTF) to IRWD's Harvard Avenue Trunk Sewer (HATS). This project will connect to the GWTF, which will allow delivery of the Caltrans' dewatering flows to OCSD through the project pipeline.

#### OCSD Agreement for Dry Weather Urban Runoff Discharge:

OCSD established a Dry Weather Urban Runoff Policy (Resolution No. OCSD 13-09) that allows certain types of dry weather urban runoff to be discharged to the OCSD sewer system. In accordance with the policy, OCSD intends to waive fees and charges for any flows that are authorized to discharge under the policy. To formalize participation in the policy, IRWD is

Action Calendar: Peters Canyon Wash Channel Water Capture and Reuse Pipeline Agreement  
for Dry Weather Urban Runoff Discharge and Contract Change Order

March 28, 2016

Page 2

required to enter into an Agreement for Dry Weather Urban Runoff Discharge (Agreement) with OCSD. The Agreement, provided as Exhibit "A", establishes various provisions including requirements for the cessation of all dry weather urban runoff flows during wet weather events, flow metering, water quality sampling, and reporting. IRWD currently operates two existing facilities, the Muddy Canyon and Los Trancos diversion facilities, under this policy. Both facilities are operated under a similar agreement for dry weather urban runoff discharge with OCSD. The proposed Agreement follows the same general framework as the existing agreement for the Muddy Canyon and Los Trancos diversion facilities. Legal counsel has reviewed the Agreement. Staff recommends that the Board authorize the General Manager to execute the Agreement for Dry Weather Urban Runoff Discharge with OCSD, subject to non-substantive changes.

OCSD does not consider the discharges from the Caltrans GWTF as dry weather urban runoff. As such, the Agreement addresses the Caltrans flow separately from the other project flows. In particular, the Caltrans flows are able to be discharged during wet weather events, since the flows are discharged under a separate Special Purpose Discharge Permit between OCSD and Caltrans. Additionally, the Caltrans flows will be subject to OCSD's adopted fees and charges.

Contract Change Order No. 3:

Staff and E.J. Meyer Company completed negotiations for Contract Change Order No. 3, attached as Exhibit "B", which includes a credit for a revised structural section on the OCFCD access road along Peters Canyon Channel, a credit for a revised structural section on the City of Irvine bike trail along Como Channel, and the additional costs associated with the utility conflict at Como Channel.

*OCFCD Access Road Revised Structural Section:* Portions of the project pipeline are being constructed within the OCFCD access road along Peters Canyon Channel. The design included robust replacement requirements for portions of the access road impacted by the pipeline construction that exceeded the existing design of the access road. Staff coordinated with project representatives from the County and with the contractor to modify the structural section of the access road to match the existing conditions. The County approved the suggested modifications resulting in a credit in the amount of <\$87,800>.

*Irvine Bike Trail Revised Structural Section:* A portion of the project is being constructed adjacent to Como Channel. The only contractor access point to this area of the work is along an adjacent City of Irvine bike trail. During the design phase, staff and the engineering consultant assumed that the existing bike trail would become heavily degraded due to extensive construction traffic and other heavy equipment associated with work adjacent to Como Channel. As a result, the design included full replacement of the entire structural section of the Irvine Bike Trail in this area. With the majority of the heavy construction work now completed in this area, staff and City of Irvine staff inspected the bike trail and determined that it is in suitable condition and will not require full replacement as originally anticipated. Staff coordinated with project representatives from the City of Irvine and with the contractor to replace the trench width only and to slurry seal the full width of the bike trail in lieu of replacing the bike trail in its entirety.

The City of Irvine approved the suggested modifications resulting in a credit in the amount of <\$44,258.80>.

*Utility Conflict at Como Channel:* In October, 2015, the jack and bore subcontractor struck an unidentified Metrolink communication conduit while jacking the proposed 24-inch casing beneath Como Channel, which damaged the communication line and deflected the casing off alignment. After substantial coordination between the contractor, jack and bore subcontractor, engineering consultant, Metrolink, and staff, a recovery plan was developed and implemented in December 2015. The recovery plan included converting the receiving pit to a jacking pit and jacking a larger 36-inch casing the remainder of the distance from the opposite direction until it intercepted and overlapped the previously installed 24-inch casing by a few feet. This approach proved to be successful as the work was completed without further incident.

The cost for this work includes delay costs associated with determining a suitable recovery solution, coordination with Metrolink and MCI/Verizon, additional mobilization and demobilization efforts for the jack and bore subcontractor, additional dewatering efforts, procurement and advancement of the larger casing, and the construction of the recovery jacking pit. The cost associated with this work is \$342,095.31.

The net cost for Contract Change Order No. 3 is \$210,036.51, and E.J. Meyer is requesting an additional 25 calendar days be added to the Contract Time to account for the delay associated with the additional work. A summary of the change orders to date is provided as Exhibit "C".

Staff reviewed the change order and recommends approval of Contract Change Order No. 3 in the amount of \$210,036.51. With approval of this change order, the new contract completion date will be September 15, 2016. Although this change order does not require formal approval of the Peters Canyon Project Committee, staff discussed the change order with the Project Committee and they concur with its approval.

#### FISCAL IMPACTS:

Project 4985 is included in the FY 2015-16 Capital Budget. The existing budget is sufficient to fund the recommendations presented herein.

#### ENVIRONMENTAL COMPLIANCE:

This project is subject to the California Environmental Quality Act (CEQA) and in conformance with California Code of Regulations Title 14, Chapter 3, Article 6, a Notice of Intent to adopt a Mitigated Negative Declaration was filed with the County of Orange on January 15, 2015. Pursuant to State Guideline § 15073, the IS/MND was made available for public review for a period of 30 days from January 15, 2015 through February 13, 2015. The IS/MND was adopted by IRWD Board of Directors at its April 27, 2015 meeting. A Notice of Determination was filed with the Orange County Clerk/Recorder and the CA State Clearinghouse on April 28, 2015.

Action Calendar: Peters Canyon Wash Channel Water Capture and Reuse Pipeline Agreement  
for Dry Weather Urban Runoff Discharge and Contract Change Order  
March 28, 2016  
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COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on March 15, 2016.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENT FOR DRY WEATHER URBAN RUNOFF DISCHARGE WITH THE ORANGE COUNTY SANITATION DISTRICT SUBJECT TO NON-SUBSTANTIVE CHANGES, AND APPROVE CONTRACT CHANGE ORDER NO. 3 IN THE AMOUNT OF \$210,036.51 WITH E.J. MEYER COMPANY FOR THE PETERS CANYON WASH CHANNEL WATER CAPTURE AND REUSE PIPELINE, PROJECT 4985.

LIST OF EXHIBITS:

- Exhibit "A" – Agreement for Dry Weather Urban Runoff Discharge with OCSD
- Exhibit "B" – Contract Change Order No. 3
- Exhibit "C" – Contract Change Order Summary



## EXHIBIT "A"

### AGREEMENT FOR DRY WEATHER URBAN RUNOFF DISCHARGE (PETERS CANYON)

THIS AGREEMENT ("Agreement") is made and entered into, to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"), by and between the ORANGE COUNTY SANITATION DISTRICT ("OCSD"), a county sanitation district and the Irvine Ranch Water District ("IRWD"), a California water district. OCSD and IRWD are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

#### RECITALS

A. Dry Weather Urban Runoff (defined below) is generated from the Peters Canyon drainage area as shown on the map illustrating the boundaries of the drainage area attached as Exhibit "A" ("Drainage Area"). Dry Weather Urban Runoff from the Drainage Area is entering into the waters of the Upper Newport Bay. Environmental investigations conducted in the Drainage Area have concluded that elevated selenium concentrations in surface water, sediment, and biota may pose an ecological threat to fish and wildlife that inhabit the area. In May 2000, the U.S. Environmental Protection Agency ("USEPA") promulgated the California Toxics Rule ("CTR"), which included water quality objectives for selenium. In 2002, USEPA promulgated Total Maximum Daily Loads ("TMDLs") for toxic pollutants (including selenium) for the San Diego Creek and Newport Bay watersheds. Selenium concentrations measured in surface waters in the Drainage Area consistently exceed the CTR chronic criterion for selenium in freshwater (5 micrograms per liter).

B. The Peters Canyon Diversion (defined below), a pipeline project to divert flows from drainage and other facilities in the Peters Canyon Diversion Drainage Area before they are discharged into Peters Canyon Wash Channel, is being constructed and operated as a collaborative effort by the City of Irvine, City of Tustin, California Department of Transportation (Caltrans), IRWD, Orange County Flood Control District, and the County of Orange ("Participants") to reduce selenium and nitrogen loading to the Peters Canyon Wash and Newport Bay watershed. According to Orange County Watersheds, a division of Orange County Public Works and program lead for the Nitrogen and Selenium Management Program task group, based upon currently available information, it is economically, technically, and practically infeasible to avoid the discharge of selenium laden runoff from the Drainage Area to the Newport Bay except by diversion to the sanitary sewer. In order to meet water quality objectives promulgated by the USEPA for selenium in both fresh and salt water, IRWD and the other Participants have requested that OCSD accept the Dry Weather Urban Runoff diverted to the Peters Canyon Diversion from the Drainage Area into OCSD's Sewerage System (defined below).

C. IRWD and the other Participants have entered into the Peters Canyon Wash Channel Water Capture and Reuse Pipeline Project Agreement, dated as of December 12, 2013, amended by Amendment No. 1 dated as of February 9, 2015 and

Amendment No. 2 dated as of May 26, 2015 and as the same may be further amended (collectively, the "Project Agreement"), providing, among other matters, for IRWD to operate the Peters Canyon Diversion. IRWD intends by this Agreement to undertake responsibility for:

(1) the operation and maintenance of all facilities required for the discharge of Dry Weather Urban Runoff from the Peters Canyon Diversion to OCSD's Sewerage System;

(2) compliance with all OCSD requirements relating to urban runoff generated, collected and transported by IRWD through the Peters Canyon Diversion to OCSD's Sewerage System; and

(3) all liability and damages associated with the urban runoff discharge from the Drainage Area through the Peters Canyon Diversion to OCSD's Sewerage System.

D. IRWD estimates that the volume of Dry Weather Urban Runoff generated, collected and transported from the Peters Canyon Diversion to OCSD could be approximately 1.63 million gallons per day, and the maximum flow rate of the discharge to OCSD's Sewerage System will not result in a surcharge of any local sewer and/or the Sewerage System.

E. OCSD has available limited system capacity in its collection, treatment and disposal facilities which will allow OCSD to accept certain Dry Weather Urban Runoff discharges without adversely affecting OCSD's primary function of collection, treatment and disposal of sanitary sewer discharges.

F. OCSD does not have system capacity available to allow urban runoff discharges to OCSD's facilities other than limited amounts of Dry Weather Urban Runoff.

G. On March 28, 2001, OCSD established its Dry Weather Urban Runoff Policy by the adoption of Resolution No. OCSD 01-07. The policy was developed to address certain environmental concerns associated with Dry Weather Urban Runoff.

H. On June 26, 2013, OCSD established a subsequent Dry Weather Urban Runoff Policy by the adoption of Resolution No. OCSD 13-09, a copy of which is attached hereto as Exhibit "B" ("Dry Weather Urban Runoff Policy").

I. OCSD is willing to accept Dry Weather Urban Runoff from the Peters Canyon Diversion, provided that the discharge occurs in strict accordance with:

(1) OCSD's Dry Weather Urban Runoff Policy (Resolution 13-09), as such policy may be amended from time to time in OCSD's sole discretion;

(2) the Wastewater Discharge Permit which OCSD intends to issue to IRWD for such discharge, as such permit may be renewed or amended from time to time by OCSD in accordance with OCSD's Dry Weather Urban Runoff Policy;

(3) OCSD's Wastewater Discharge Regulations (Ordinance No. OCSD-39) and other ordinances, as such regulations may be established or amended from time to time;

(4) this Agreement;

(5) procedures developed by OCSD addressing the discharge of Dry Weather Urban Runoff to the Sewerage System, including but not limited to procedures for the prevention of such discharges;

(6) any other applicable law and/or regulations governing the collection, treatment and/or disposal of runoff; and

(7) any permits issued by regulatory agencies with jurisdiction over the runoff or the OCSD's wastewater system and operations.

NOW, THEREFORE, OCSD and IRWD agree as follows:

1.0 Terms and Definitions. As used in this Agreement, the following terms shall have the meanings set forth herein.

1.1 **"Dry Weather"** shall mean any period which does not fall within the definition of Wet Weather.

1.2 **"Dry Weather Urban Runoff"** means surface runoff which is generated on, or in, or flows from the Drainage Area during Dry Weather and is diverted into the Peters Canyon Diversion.

1.3 **"High Flow Emergency"** shall mean a designated response to a weather-related high flow storm event during the winter season (October 15 through April 15), but it may also apply anytime there is a process event that causes similar conditions.

1.4 **"Peters Canyon Diversion"** shall mean the Peters Canyon Channel Water Capture and Reuse Pipeline project operated under the Project Agreement, which will divert flows from drainage and other facilities in the Drainage Area before they are discharged into Peters Canyon Wash Channel.

1.5 **"Pollutants of Concern"** shall mean pollutants identified on Exhibit "C" attached hereto and incorporated herein by reference, and as such list of pollutants may be periodically amended by OCSD in its sole discretion, which pollutants OCSD has determined, or in the future determines, are the subject of regulation and/or monitoring pursuant to the Dry Weather Urban Runoff Policy.

1.6 **"Pollutant Violation"** shall mean the discharge at any time of any Pollutant(s) of Concern, from the Peters Canyon Diversion to the Sewerage System, which discharge is not in compliance with any condition, provision and/or discharge limit set forth in the Wastewater Discharge Permit, OCSD's Ordinances or this Agreement.

1.7 **"Sewerage System"** means the Sewerage System operated and maintained by OCSD, including its collection, treatment and disposal facilities and all

additional similar facilities which may be installed or constructed subsequent to the date of this Agreement.

1.8 **"Special Purpose Discharge Permit" (SPDP)** means the permit which OCSD issues, under specified terms and conditions, to authorize the discharge of groundwater to the sewerage system when no alternative method of disposal is reasonably available, or to mitigate an environmental risk or health hazard.

1.9 **"Wastewater Discharge Permit"** means the permit which OCSD intends to issue to IRWD to authorize, under specified terms and conditions, the discharge of Dry Weather Urban Runoff from the Peters Canyon Diversion to the Sewerage System, which permit, along with OCSD's Ordinances, Dry Weather Runoff Policy and this Agreement, shall govern such discharge to the Sewerage System.

1.10 **"Wet Weather"** shall mean any period during which measurable rainfall, recorded by a source deemed reliable by the OCSD, occurs in any portion of OCSD's service area and shall include the period following the cessation of rainfall until OCSD determines that the wet weather event is no longer impacting OCSD's collection, treatment and disposal facilities.

2.0 Diversion System. IRWD may discharge Dry Weather Urban Runoff from the Peters Canyon Diversion to OCSD's Sewerage System only in accordance with the terms of this Agreement.

2.1 IRWD has constructed and operates the Peters Canyon Diversion under the Project Agreement, and shall at all times maintain facilities for connection of the Peters Canyon Diversion to OCSD's Sewerage System in a manner acceptable to OCSD. The Peters Canyon Diversion shall be capable of preventing all flow from entering into OCSD's Sewerage System. The Peters Canyon Diversion shall be operational prior to the discharge of any Dry Weather Urban Runoff from the Peters Canyon Diversion to the OCSD Sewerage System. The Peters Canyon Diversion shall be equipped with a lockable shut off device, satisfactory to OCSD, and to which OCSD shall be provided with access at all times. IRWD shall be responsible for closing all Peters Canyon Diversion valves necessary to prevent any discharge to the Sewerage System during both Wet Weather and Pollutant Violation events. OCSD shall notify IRWD of the failure of IRWD to prevent all discharges to the Sewerage System during any Wet Weather or Pollutant Violation event. In the event that the quality or quantity of the Dry Weather Urban Runoff discharge to the Sewerage System does not meet the conditions, provisions, or limitations set forth in Ordinance No. OCSD-39, IRWD shall take immediate action to commence correcting in a timely manner the problem(s) to ensure that full compliance is met. If IRWD does not take immediate action to correct the problem(s), OCSD shall immediately terminate the authorization for Dry Weather Urban Runoff discharges. In the event that IRWD fails to shut off the flow to the Sewerage System during any Wet Weather or Pollutant Violation event, OCSD shall be immediately entitled to take any actions necessary to shut off the flow to the Sewerage System, including but not limited to closing the valves. IRWD shall have complete responsibility for the construction, operation and maintenance of the Peters Canyon

Diversion and all other associated facilities, including all costs associated therewith. The Parties acknowledge that OCSD is continuing to develop procedures for shutting off the discharge to OCSD's Sewerage System during Wet Weather events. IRWD may provide suggestions to OCSD regarding such procedures, but the final determination of such procedures shall be made by OCSD.

2.2 No later than the commencement of either a Wet Weather or Pollutant Violation event, IRWD shall shut off the flow of urban runoff (and accompanying storm water) from the Peters Canyon Diversion to OCSD's Sewerage System. IRWD shall be responsible for determining whether a Wet Weather event is occurring independent of any effort OCSD undertakes to notify IRWD of the commencement of Wet Weather events. The discharge shall not resume until IRWD has obtained OCSD approval for the resumption of the discharge or as otherwise specified in accordance with established OCSD written procedures.

(a) OCSD shall provide to IRWD a list of persons authorized by OCSD to provide permission/approval for the continuation or resumption of the discharge. OCSD may periodically amend the list by notice to IRWD provided pursuant to Section 17.2 herein.

2.3 Notwithstanding the flow shut off provisions in Sections 2.1 and 2.2 herein, the Parties acknowledge that the California Department of Transportation (Caltrans) shall be allowed to discharge to the Peters Canyon Diversion, hence to OCSD's Sewerage System, during Wet Weather events under the terms of a Special Purpose Discharge Permit, except during the occurrence of an OCSD identified High Flow Emergency. With the exception of this single Caltrans discharge flow, all discharges from the Peters Canyon Diversion to the Sewerage System shall be halted during a Wet Weather event.

2.4 The Dry Weather Urban Runoff discharge (1) shall not, alone or in conjunction with other discharges to the Sewerage System, cause pass-through of debris and/or interference with OCSD's Sewerage System; and (2) shall otherwise comply with all OCSD requirements applicable to the proposed discharge.

2.5 The Peters Canyon Diversion shall include equipment, satisfactory to OCSD, capable of measuring and recording on a daily basis the total Dry Weather Urban Runoff flow discharged from the Peters Canyon Diversion to the Sewerage System. In addition to such equipment for measuring the total flow discharged, the Peters Canyon Diversion shall include a separate flow monitoring device on each tributary connection. The effluent flow meters shall accurately measure the flow to within  $\pm 5\%$  over the expected range of flow, and be installed such that the component devices are accessible for reading, inspection, maintenance, and calibration. The flow meter schematic is attached hereto as Exhibit "D" ("Flow Meter Schematic").

2.6 IRWD shall design the Peters Canyon Diversion to prevent debris from entering into the Sewerage System from the discharge.

2.7 If any part of the Peters Canyon Diversion is located on property owned by a person or entity other than IRWD, IRWD shall obtain and record an irrevocable easement or other instrument in favor of and in a form satisfactory to OCSD authorizing access by OCSD employees to the Peters Canyon Diversion at any time to ensure the proper operation, maintenance and repair of the Peters Canyon Diversion and compliance by IRWD with all requirements of this Agreement.

2.8 The Parties acknowledge that some amount of groundwater (i.e., underground springs, roadway wet well pumping, etc.) may mix with the Dry Weather Urban Runoff and be discharged to OCSD's Sewerage System in accordance with this Agreement. This does not include construction dewatering discharge.

3.0 Wastewater Discharge Permit. The IRWD shall apply for a Wastewater Discharge Permit from OCSD. Upon written notice to IRWD, and after providing IRWD with a reasonable time to respond, OCSD shall have the authority in its sole discretion to modify the terms, conditions and/or discharge limits set forth in the Wastewater Discharge Permit or otherwise require additional management practices, pollution prevention strategies and/or treatment equipment to improve the quality of the discharge and to reduce the impact of the discharge on the Sewerage System as may be required by the provisions of OCSD's current or future regulatory constraints.

3.1 The initial term of the Wastewater Discharge Permit shall be as stated in the permit. The permit shall only be renewed in accordance with the Dry Weather Urban Runoff Policy in effect at that time and this Agreement. OCSD may reduce or extend the length of subsequent permits.

3.2 Upon issuance of the Wastewater Discharge Permit, IRWD shall be authorized to discharge Dry Weather Urban Runoff from the Peters Canyon Diversion into the Sewerage System in accordance with this Agreement.

3.3 Upon expiration of each Wastewater Discharge Permit and at such other times as OCSD deems appropriate, OCSD shall evaluate the quality and quantity of the discharge in order to assess the effectiveness of the existing terms, conditions and discharge limits in the permit and the need for modification of the permit. The terms, conditions and discharge limits of the renewal shall be dependent upon the results of OCSD's evaluation.

4.0 Compliance with Dry Weather Urban Runoff Policy. IRWD shall comply with the requirements of OCSD's Dry Weather Urban Runoff Policy as such policy may be periodically amended by OCSD.

5.0 Indemnification. IRWD shall defend, indemnify and hold harmless OCSD, and its Board members, officers, agents, and employees from any and all third-party liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, experts, settlement, and reasonable attorney fees), which they may hereinafter incur, become responsible for or pay out as a result of actions or omissions associated with activities related to this Agreement, including, but not limited to (1) any Dry Weather and/or Wet Weather runoff associated in any manner

with the Peters Canyon Diversion; and (2) runoff and any direct or indirect impacts thereof occurring as a result of the termination of the discharge to the Sewerage System or this Agreement.

This indemnification shall apply to any affirmative acts or acts of omission by OCSD, including but not limited to any OCSD action to close the Peters Canyon Diversion system valves and prevent the discharge to the Sewerage System, but shall not apply to (1) any active negligence of OCSD (unless such active negligence is alleged to have occurred with respect to any OCSD action to render emergency assistance at the Peters Canyon Diversion facilities in the event of an operational malfunction or other problem at such facilities) or (2) any intentional wrongful acts or omissions of OCSD.

This indemnification provision shall survive the termination of the remaining provisions of this Agreement as to any matter(s) which are the subject of this Agreement, and which otherwise arises before or upon such termination, until such time as the determination of said matter(s) becomes final.

6.0 Quality and Quantity of Discharge. The quality and quantity of the Dry Weather Urban Runoff from the Drainage Area shall meet all terms, conditions, and discharge limits contained in OCSD's Wastewater Discharge Regulations (Ordinance No. OCSD-39), including subsequent amendments thereto, and the Wastewater Discharge Permit referred to in Section 3.0 herein.

7.0 Self Monitoring. IRWD shall conduct self monitoring of the Dry Weather Urban Runoff for Pollutants of Concern, as directed by OCSD, to ensure compliance with the terms, conditions and discharge limits set forth in the Wastewater Discharge Permit, OCSD's Ordinances and this Agreement. Unless otherwise directed by OCSD, IRWD shall conduct self monitoring of the Dry Weather Urban Runoff discharge on a quarterly basis. The results of all self monitoring shall be submitted to OCSD as directed by OCSD as referenced in Resolution OCSD 13-09. All self monitoring costs necessary to establish compliance with the Wastewater Discharge Permit, OCSD's Ordinances, and this Agreement shall be borne by IRWD.

7.1 OCSD intends to apply local discharge limits and determine compliance on the combined Peters Canyon Diversion flow, including Caltrans flow, before dilution with any auxiliary or other non-Urban Runoff wastestreams. In that regard, IRWD shall provide a suitable representative sample point for collecting both grab and composite monitoring samples. In the event of a violation of any discharge limit, OCSD may impose additional self monitoring sample points, e.g. individual tributaries, to identify the pollutant's source and/or quantify its concentration.

8.0 Enforcement. In the event of a Pollutant Violation or if the quality or quantity of the discharge to the Sewerage System does not meet the conditions, provisions or discharge limits set forth in the Wastewater Discharge Permit, OCSD's Ordinances, or this Agreement, and, notwithstanding the Peters Canyon Diversion shutoff authorization set forth in Section 2.1, OCSD may take enforcement action for any violation of the terms of the Wastewater Discharge Permit and/or OCSD's

Ordinances, which violation occurs prior to the shutoff, in accordance with the provisions of Ordinance No. OCSD-39, including any subsequent amendments thereof or successor ordinance thereto. For purposes of this Agreement, the Parties agree that the discharge from the Peters Canyon Diversion to the Sewerage System will be treated as industrial wastewater pursuant to Government Code Sections 54739 - 54740.6, including any subsequent amendments thereto, and subject to the penalty and other provisions thereof.

9.0 Fees and Charges. The Parties acknowledge that, pursuant to OCSD's current Dry Weather Urban Runoff Policy, OCSD intends to waive fees and charges associated with authorized discharges of Dry Weather Urban Runoff to the sewerage system, where such runoff originates within OCSD's service area, until such time as (1) OCSD modifies its Dry Weather Urban Runoff Policy to levy a charge for use on urban runoff discharges into its Sewerage System, or (2) OCSD requires dischargers to pay any applicable fees established through incorporation in OCSD's current Fee Ordinance and/or subsequent amendments thereof. At such time that OCSD staff anticipates that system-wide discharges of Dry Weather Urban Runoff will reach 9 million gallons per day, OCSD staff will revisit that policy with the Board of Directors to determine if further amendment to the policy is necessary.

9.1 Pursuant to the memorandum of understanding governing industrial waste program administration between OCSD, as successor to County Sanitation District No. 14 of Orange County, and IRWD dated February 11, 1987 ("87 MOU"), and in accordance with OCSD's Charges and Fees Relating To Industrial Charges and Source Control Permittees (Ordinance No. OCSD-42), OCSD shall invoice IRWD for SPDP administrative fees, charges for use, and for Supplemental Capital Facility Capacity Charges (SCFCC) related to the Caltrans groundwater discharge to the Peters Canyon Diversion pipeline from the Eastern Transportation Corridor's Jamboree Road underpass dewatering. Pursuant to the 87 MOU, OCSD intends that IRWD's recovery of SPDP administrative fees, charges for use, and SCFCC related to the Caltrans discharges to the sewerage system by way of the Peters Canyon Diversion pipeline, will be provided for in a separate agreement to be entered into between IRWD and Caltrans. OCSD agrees to include in the Caltrans SPDP such terms as are reasonably necessary to implement IRWD's separate agreement as amended from time to time, consistent with the 87 MOU.

9.2 IRWD shall be required to provide the Peters Canyon Diversion daily discharge flows and Caltrans daily discharge flow measurements, measured by the metering equipment provided for in Section 2.5, to OCSD on a monthly basis, by the 15th day of the following month. To concur with the intent of OCSD's Urban Runoff Policy (Resolution No. 13-09) not to impose user charges on Urban Runoff Flows up to 10 MGD, OCSD shall subtract the Peters Canyon Diversion totalized flow, which shall include the Caltrans dewatering flow, from the OCSD Main Street Meter flow, which is used to determine OCSD's quarterly operation and maintenance and capital charges to IRWD pursuant to those certain agreements between IRWD and OCSD, as the successor to County Sanitation District No. 14 of Orange County, identified in and affirmed by OCSD's Resolution No. OCSD 98-37, providing for IRWD's use and funding



of capacity and ownership equity in the OCSD Sewerage System for the benefit of OCSD's Revenue Area 14 (the "Revenue Area 14 Agreements"). The charges for the Caltrans dewatering including administrative fees, charges for use, and SCFCC shall be invoiced to IRWD per the SPDP rates established by Ordinance No. OCSD-40, Ordinance No. OCSD-42, and any subsequent amendments to said ordinances establishing revised SPDP charges and fees as approved by the OCSD Board of Directors. As referenced in Section 9.1, IRWD shall be responsible for paying OCSD for all charges originating from the Caltrans dewatering operation and then settling with Caltrans in its sole discretion. IRWD is willing to accept this flow calculation method and user charge billing arrangement. This user charge billing arrangement, established to account for the various flows tributary to the Peters Canyon Diversion pipeline, shall apply to this Agreement exclusively and is not intended to eliminate, modify, or supersede any previous user charge and/or billing agreements between OCSD and IRWD.

9.3 Consistent with the subtraction of the Peters Canyon Diversion totalized flow, including the Caltrans dewatering flow, from the OCSD Main Street Meter flow for purposes of OCSD's quarterly operation and maintenance and capital charges as described in paragraph 9.2, and in accordance with Section 15.0, the discharge of the Peters Canyon Diversion flows at the Main Street flume under this Agreement shall not be considered to modify Revenue Area 14's capacity as governed by the Revenue Area 14 Agreements for flows other than Dry Weather Urban Runoff.

9.4 Failure to pay any fees in a timely manner shall be cause for termination of the Wastewater Discharge Permit and the discharge to the Sewerage System. IRWD shall pay OCSD within 30 days of submittal by OCSD of an invoice to IRWD for such fees or charges.

10.0 Access to IRWD Facilities. IRWD shall provide OCSD employees with 24-hour a day access to all facilities which IRWD constructs, owns, operates and/or maintains for collection, transport, treatment and/or disposal of the Dry Weather Urban Runoff which is the subject of this Agreement. Such access is for purposes of OCSD inspection, monitoring, closure of the valves allowing the discharge to OCSD's Sewerage System, as OCSD in its sole discretion determines is appropriate, and verification of compliance with the Wastewater Discharge Permit, OCSD's Ordinances and this Agreement.

11.0 Termination of Discharge. If OCSD determines that the Dry Weather Urban Runoff, alone or in conjunction with other discharges, is adversely affecting or threatening to adversely affect OCSD's Sewerage System or causing or threatening to cause a violation of its National Pollutant Discharge Elimination System permit, OCSD shall so notify IRWD which shall immediately cease all discharge from the Peters Canyon Diversion to the Sewerage System.

11.1 Evaluation of Impact. OCSD will periodically evaluate the impacts of the acceptance of urban runoff on OCSD's Sewerage System and on OCSD's effluent. OCSD reserves the right to modify OCSD's Dry Weather Urban Runoff Policy,

as OCSD, in its sole discretion, determines is appropriate. Any discharge from the Peters Canyon Diversion to OCSD's Sewerage System shall be subject to such modified policy, including a termination of the program of acceptance of Dry Weather Urban Runoff.

12.0 Additional Requirements. IRWD acknowledges that OCSD may request implementation of additional management practices, pollution prevention strategies, or treatment facilities to reduce the burden on the Sewerage System. IRWD may offer an alternative strategy, or plan, that achieves equivalent results as evaluated by OCSD at its sole discretion. If IRWD determines not to provide such additional management practices, pollution prevention strategies, or treatment facilities, then IRWD shall provide written notice to OCSD of such determination pursuant to Section 17.2 herein. Such determination shall be deemed an election by IRWD to terminate this Agreement, and IRWD shall then immediately cease the discharge of Dry Weather Urban Runoff from the Peters Canyon Diversion to the Sewerage System.

13.0 IRWD Reliance on Consultants. IRWD shall rely on its own staff and/or consultants to ensure that the facilities and equipment which IRWD installs, operates and maintains pursuant to this Agreement shall function as intended. No approval or acceptance by OCSD of design drawings, management practices, technologies, pollution prevention strategies, or any other proposals by IRWD shall be construed as a representation by OCSD that such design, management practices, technologies, pollution prevention strategies, or proposals will enable IRWD to comply with the terms and conditions of the Wastewater Discharge Permit, OCSD's Ordinances, including amendments thereto, this Agreement or any other entitlement or permit issued by a regulatory authority to IRWD.

14.0 Damage to OCSD's Sewerage System. As between OCSD and IRWD, IRWD shall bear the entire cost of and shall reimburse OCSD for any and all costs and/or expenses incurred by OCSD as a result of damage to the Sewerage System from any Dry Weather or Wet Weather runoff diverted by the Peters Canyon Diversion.

15.0 No Capacity Right or Entitlement. In keeping with OCSD's long standing policy on all sewer system connections, nothing in this Agreement, or in the Wastewater Discharge Permit, shall be construed to provide IRWD with any vested entitlement to discharge Dry Weather Urban Runoff to the Sewerage System or with a capacity right in the Sewerage System.

16.0 Third Party Beneficiary. Nothing in this Agreement shall be construed to create any rights or benefits in any third party to this Agreement.

16.1 IRWD's Allocation and Recovery of Cost; Participants; Peters Canyon Diversion. Nothing in this Agreement is intended to, nor shall be construed to, restrict or limit the Participants' respective obligations under the Project Agreement or IRWD's right to allocate and recover reimbursement, indemnification and other costs, borne by IRWD pursuant to the terms hereof (except those costs referenced in Section 9.1, to be recovered from Caltrans), from the Participants in accordance with the Project

Agreement. This Agreement is not intended to govern the operation of the Peters Canyon Diversion or Participants' individual collection and discharge facilities, as between IRWD and the other Participants or affect their respective rights and obligations under the Project Agreement.

17.0 General Provisions.

17.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind the respective Party.

17.2 Notice. All notices, demands, invoices, and written communications required to be provided under this Agreement, shall be delivered at the following addresses or such other addresses as Parties may designate by written notice:

If to IRWD: Irvine Ranch Water District  
Attention: General Manager  
P.O. Box 57000  
15600 Sand Canyon Avenue  
IRVINE, California 92617-7000

If to OCSD: Orange County Sanitation District  
Attention: General Manager  
10844 Ellis Avenue  
Fountain Valley, California 92708-7018

With Copy To: Environmental Compliance Manager  
Orange County Sanitation District  
10844 Ellis Avenue  
Fountain Valley, California 92708-7018

Depending on the method of transmittal, notice shall be deemed received as follows: by facsimile or other electronic transmission, as of the date and time sent; by messenger, as of the date delivered; and by U. S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U. S. Mail.

17.3 Construction of Agreement. It being agreed that both Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. The headings of the various articles and sections herein are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

17.4 Amendment, Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by the Parties.

17.5 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel or otherwise.

17.6 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation under this Agreement.

17.7 Invalidity, Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire agreement shall be deemed invalid, illegal or otherwise unenforceable.

17.8 Time Is Of The Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

17.9 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

17.10 Entire Agreement. Except as expressly provided for, this Agreement contains the entire agreement between the Parties relating to the Peters Canyon Diversion and supersedes any prior oral or written statements or agreements between the Parties.

17.11 Attorneys' Fees. In the event that any action or proceeding is commenced between the Parties to enforce or interpret any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's costs of suit and reasonable attorney fees.

17.12 Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated in this Section as though fully set forth herein, and each Party to this Agreement acknowledges and agrees that such Party is bound by the same.

17.13 Effective Date. This Agreement shall become effective on the Effective Date. Notwithstanding the foregoing, no discharge of Dry Weather Urban Runoff to OCSD's Sewerage System may occur prior to IRWD obtaining a Wastewater Discharge Permit pursuant to Section 3.0 herein.

IN WITNESS WHEREOF, OCSD and IRWD have each caused this Agreement to be executed by its duly authorized representative.

ORANGE COUNTY SANITATION DISTRICT

By: \_\_\_\_\_  
James D. Herberg, General Manager

Attest:

\_\_\_\_\_  
Kelly Lore, Clerk of the Board

IRVINE RANCH WATER DISTRICT

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

Attest:

\_\_\_\_\_  
Secretary

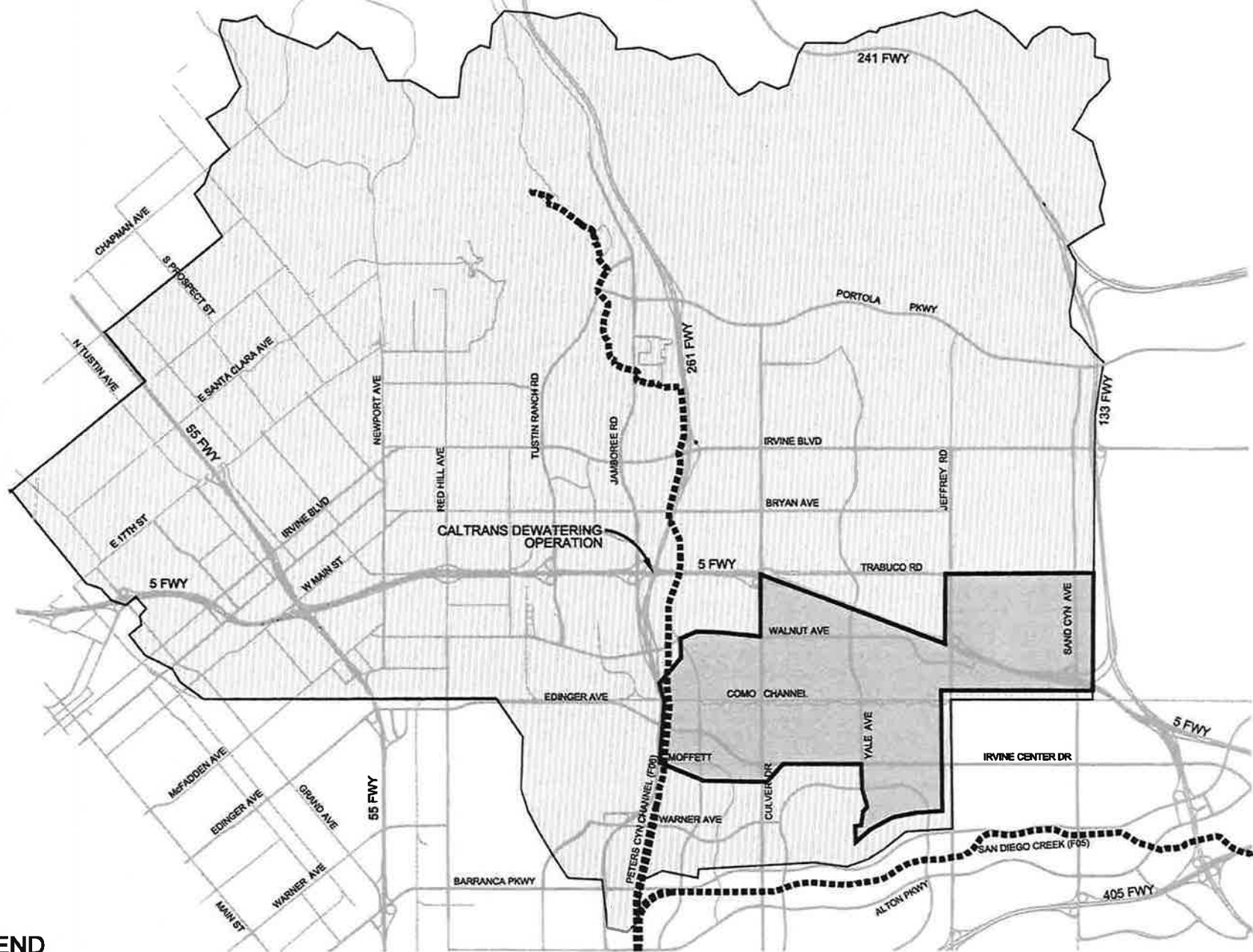
APPROVED AS TO FORM: Brad Hogin

By: \_\_\_\_\_  
OCSD Counsel

APPROVED AS TO FORM: IRWD Attorney

By: \_\_\_\_\_  
Attorney for Irvine Ranch Water District

# EXHIBIT "A" DRAINAGE AREA



## LEGEND

-  PETERS CANYON DIVERSION DRAINAGE AREA (COMO CHANNEL, EDINGER DRAIN, AND VALENCIA DRAIN)
-  PETERS CANYON WASH WATERSHED

## EXHIBIT "B"

### RESOLUTION NO. OCSD 13-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF ORANGE COUNTY SANITATION DISTRICT ESTABLISHING THE POLICY FOR DRY WEATHER URBAN RUNOFF AND REPEALING RESOLUTION NO. OCSD 01-07

WHEREAS, the Orange County Sanitation District ("District") is a duly organized County Sanitation District existing pursuant to the County Sanitation District Act, California Health and Safety Code section 4700, et seq., providing for the ownership, operation, and maintenance of wastewater collection, treatment, and disposal facilities within Orange County, California; and

WHEREAS, pursuant to Health and Safety Code section 4730.66, the District is authorized to acquire, construct, operate, maintain, and furnish facilities for all or any of the following purposes: "(1) The diversion of urban runoff from drainage courses within the district. (2) The treatment of the urban runoff. (3) The return of the water to the drainage courses. (4) The beneficial use of the water."; and

WHEREAS, certain types of dry weather urban runoff create public health and/or environmental problems which are infeasible to economically or practically control through traditional stormwater best management practices; and

WHEREAS, the District has available limited system capacity in its collection, treatment and disposal facilities which may allow the District to accept discharge of certain dry weather urban runoff flows not to exceed 10 million gallons per day ("mgd") without adversely affecting the District's primary function of collection, treatment and disposal of sanitary sewer discharges; and

WHEREAS, the District does not have system capacity available to allow wet weather discharges to the District's facilities; and

WHEREAS, for purposes of this policy, "wet weather" shall mean any period during which measurable rainfall occurs in any portion of the District's service area and shall include the period following the cessation of rainfall until the District determines that the wet weather event is no longer impacting the District's collection, treatment and disposal facilities; and

WHEREAS, for the purposes of this policy, "dry weather" shall mean any period which does not fall within the definitions of "wet weather"; and

WHEREAS, the District developed a Dry Weather Urban Runoff Policy pursuant to Resolution No. OCSD 01-07 to address certain environmental concerns associated with dry weather urban runoff; and

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WHEREAS, the District has successfully treated 7 billion gallons of urban runoff since the year 1999 with daily flows ranging from 0.5 to 3.5 mgd; and

WHEREAS, the District has evaluated: (1) sources of dry weather urban runoff; (2) the quality and quantity of dry weather urban runoff discharges to the sewerage system; and (3) the District's costs associated with such discharges; and

WHEREAS, the presence of toxic amounts of selenium in the Upper Newport Bay Watershed has resulted in regulatory requirements to remove selenium loadings from upstream creeks and channels to protect downstream aquatic life; and

WHEREAS, attempts by the County of Orange and local cities to remove the selenium via stormwater best management practices and other available treatment technologies have been unsuccessful; and

WHEREAS, as a result of the regulatory requirements to remove selenium loadings, the District received requests to accept up to 4 mgd of new urban runoff flows, for an estimated total daily average flow in excess of 6 mgd; and

WHEREAS, the District is authorized to accept the dry weather urban runoff, provided that the discharge occurs in full and complete compliance with the terms of this Dry Weather Urban Runoff Policy and relevant Ordinances and/or Resolutions, including any subsequent amendments thereto; and

WHEREAS, the District intends to only issue *Dry Weather Urban Runoff Discharge Permits* to public agencies that have jurisdiction and authority over surface water runoff and wastewater; and

WHEREAS, the District intends to waive fees and charges associated with authorized discharges of dry weather urban runoff to the sewerage system, where such runoff originates within the District's service area, until such time as (1) the District modifies its dry weather urban runoff policy to levy a charge for use on urban runoff discharges into its sewerage system, or (2) requires dischargers to pay any applicable fees established through incorporation in the District's current Fee Ordinance and/or subsequent amendments thereof. These fees, if levied in the future, may include permit fees, capital facilities charges, operations and maintenance costs, and/or any other fees or charges which the District determines to impose on such discharges; and

WHEREAS, at such time that District staff anticipates discharges of dry weather urban runoff will reach 9 mgd, the District staff will revisit this Policy with the Board of Directors to determine if further amendment to the Policy is necessary.



NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District,

DOES HEREBY RESOLVE, DETERMINE AND ORDER:

Section 1: That the following Dry Weather Urban Runoff Policy is established as District Policy:

**"POLICY FOR ACCEPTANCE OF DRY WEATHER URBAN RUNOFF INTO THE ORANGE COUNTY SANITATION DISTRICT SEWERAGE SYSTEM**

No person or entity shall discharge urban runoff, directly or indirectly, to the District's sewerage system during wet weather. The District may accept urban runoff into the sewerage system during dry weather conditions ("dry weather urban runoff") provided that the discharger meets the following requirements:

**A. Requirements for Obtaining Permission to Discharge**

1. The dry weather urban runoff diversion to the sewerage system shall address a public health or environmental problem associated with the runoff discharge that cannot be otherwise economically or practically controlled.
2. A dry weather urban runoff diversion structure shall be designed and installed and other necessary provisions shall be implemented to exclude storm and other runoff from entry into District's sewerage system during wet weather. The diversion structure shall be equipped with a lockable shut-off device, satisfactory to the District, and to which the District shall be provided access at all times.
3. Prior to commencement of discharge of the dry weather urban runoff to the District's sewerage system, in accordance with the policies and procedures set by the District, the applicant shall apply for and obtain a Wastewater Discharge Permit ("permit") from the District in accordance with the most current District Ordinance governing Wastewater Discharge Regulations. The District may require that the permit applicant enter into an agreement setting forth the terms under which the dry weather urban runoff discharge is authorized in addition to or in lieu of issuance of the permit. Only public agencies that have jurisdiction and authority over surface water runoff and wastewater are eligible for Dry Weather Urban Runoff Discharge Permits.
4. The permit applicant shall consider and evaluate the feasibility of other disposal alternatives (i.e., discharge into storm drains, reuse and reclamation of the runoff, etc.) for the discharge of the dry weather urban runoff. The permit applicant shall submit to the District a report, satisfactory to the District, evaluating each disposal alternative, and demonstrating why each alternative is not economically or practically feasible to dispose of the proposed dry weather urban runoff in lieu of sewer discharge.

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5. The permit applicant's proposed diversion system shall prevent debris and any other pollutants of concern from entering the District's sewerage system. The permit applicant shall submit design drawings and an operations and maintenance plan for the proposed dry weather diversion structure which shall be sufficient to establish that all District requirements will be met to prevent pass through of and/or interference with the District's sewerage facilities. The diversion system shall be capable of measuring and recording on a daily basis the flow discharged to the District's sewerage system.
6. The permit applicant shall submit best management practices and pollution prevention strategies designed to minimize or eliminate dry weather urban runoff. More stringent practices and strategies may be required depending on the nature of the anticipated discharge.
7. The General Manager, or his or her designee, may impose additional requirements as may be appropriate to reduce the burden on the District's collection, treatment and disposal facilities.
8. Collection, treatment and disposal of sanitary sewer discharges remain the District's primary functions. No additional dry weather urban runoff permits shall be issued if the General Manager, or his or her designee, determines that such issuance may, alone or in conjunction with other permits, adversely affect the District's primary functions. Each request to discharge is reviewed to determine if there is available local and regional collection and pumping capacity.
9. As a condition of the permit and/or agreement, the permit applicant shall indemnify, defend and hold the District harmless from any and all liability associated with the dry weather urban runoff to which the permit and/or agreement apply, including, but not limited to, any and all negligence which is alleged to have occurred with respect to any District action to render emergency assistance at the diversion system facilities in the event of an operational malfunction or other problem at such facilities. The permit applicant's obligation to indemnify and defend the District shall not include claims or liability arising from the District's active negligence or intentional wrongful acts or omissions. The terms of the indemnity and duty to defend shall be in a form satisfactory to District's General Counsel.

**B. Requirements After Granting Permission to Discharge**

1. The quality and quantity of the discharge shall meet the conditions, provisions or limitations contained in the most current District Ordinance governing *Wastewater Discharge Regulations\**, including any subsequent amendments.

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\* Any reference in this policy to any District Ordinance, policy or permit shall include any subsequent amendments, modifications, revisions or successors to such ordinance, policy or permit.

2. The permittee shall conduct self-monitoring for the pollutants of concern as directed by the District to ensure compliance with the terms, conditions and limits set forth in the permit/agreement and the District's Ordinances. Unless otherwise directed, the permittee shall conduct and submit self-monitoring of the discharge on a quarterly basis or as directed by the District. The permittee shall monitor the flow and submit reports documenting the quality and quantity of the flow discharged as directed by the District.
3. In the event that the quality or quantity of the dry weather urban runoff discharge to the sewerage system does not meet the conditions, provisions, or limitations set forth in the discharge permit/agreement or the District Ordinance governing Wastewater Discharge Regulations, the permittee shall take immediate action to correct the problem(s) to ensure that full compliance is met. The District may take enforcement action for any violation of the terms of the permit/agreement and/or the District's Ordinances, including termination of the discharge, in accordance with the provisions of the District Ordinance governing Wastewater Discharge Regulations, including any subsequent amendments.
4. The District reserves the right to impose other fees and charges on all urban runoff dischargers, including but not limited to permit fees, capital facilities charges, and operations and maintenance charges in accordance with any future amendment of this policy, and pursuant to any other current or future District Ordinances or policies. Failure to pay fees in a timely manner shall be cause for termination of the permit/agreement and the discharge. All dischargers shall be subject to noncompliance sampling fees set forth in the current District Ordinance governing Wastewater Discharge Regulations, including any subsequent amendments.
5. The permittee shall provide the District's employees and representatives with access to the diversion location and all areas from which and through which runoff originates and/or flows, during all reasonable hours, which shall include any time when a discharge to the sewerage system may be occurring, for purposes of inspection, monitoring, and verifying compliance with the permit/agreement and/or the District's Ordinances.
6. The permittee shall have complete responsibility for the construction, operation and maintenance of the diversion facility or any other associated facilities and for ensuring compliance with the terms and conditions of the discharge permit/agreement and the District's Ordinances.
7. No later than the commencement of any measurable rainfall, each discharger of urban runoff shall shut off the flow of urban runoff (and accompanying storm water) to the District's sewerage system. The discharge shall not resume until the discharger has obtained written approval for the resumption of the discharge from the District's Urban Runoff Program Manager, or their designate.

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8. If the District determines, in its sole discretion, that the dry weather runoff, alone or in conjunction with other discharges, is or may be adversely affecting or threatening to adversely affect the District's collection, treatment and/or disposal facilities, the District shall so notify the permittee who shall immediately cease all such discharge to the sewerage system. The District may, in its sole discretion, allow the continued discharge provided that the permittee installs, operates and maintains additional facilities as determined by the District to be appropriate and/or necessary to ensure that the dry weather runoff does not, alone or in conjunction with other discharges, adversely affect or threaten to adversely affect the District's collection, treatment and/or disposal facilities.
9. Under no circumstances shall District authorization to discharge dry weather urban runoff to the District's sewerage system be deemed to provide a vested right for such discharge.
10. Except as expressly authorized by this policy or a District Ordinance, no urban runoff shall be discharged directly or indirectly into the District's facilities.
11. District reserves its right to amend or clarify this Policy and/or District's Ordinances from time to time, and permittee agrees to abide by such amendments or subsequent enactments."

Section 2: Resolution No. OCSD 01-07 is hereby repealed in its entirety upon the effective date of this Resolution, and the provisions of any Resolution(s) previously adopted by the District that are in direct conflict with the provisions of this Resolution No. OCSD 13-09 are hereby superseded.

Section 3: The General Manager, or his or her designee, is hereby authorized and directed to execute any necessary documents, permits or agreements to effect the policy set forth herein.

Section 4: If any section, subsection, subdivision, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional or otherwise invalid, such invalidity shall not affect the validity of the entire Resolution or any of the remaining portions thereof. The Board of Directors hereby declares that it would have passed this Resolution, and each section, subsection, subdivision, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional or otherwise invalid.

Section 5: This Resolution No. OCSD 13-09 shall take effect immediately upon adoption by the Board of Directors.

PASSED AND ADOPTED at a regular meeting held June 26, 2013.

  
Troy Edgar, Chair

ATTEST:

  
Maria Ayala, Board Secretary

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## EXHIBIT "C"

# Pollutants of Concern

	Constituent	Analytical Method
	<b>Metals</b>	<b>Method</b>
1	Antimony	200.7, 200.8
2	Arsenic	200.7, 200.8
3	Beryllium	200.7, 200.8
4	Cadmium	200.7, 200.8
5	Total Chromium	200.7, 200.8
6	Copper	200.7, 200.8
7	Amenable Cyanide	
8	Total Cyanide	4500
9	Lead	200.7, 200.8
10	Mercury	245.1, 1631E
11	Nickel	200.7, 200.8
12	Selenium	200.7, 200.8
13	Silver	200.7, 200.8
14	Thallium	200.7, 200.8
15	Zinc	200.7, 200.8
	<b>Nutrients and Inorganics</b>	
16	Nitrite nitrogen	
17	Nitrate nitrogen	
18	Ammonia	
19	Total Kjeldahl Nitrogen	
20	Organic nitrogen	
21	Total Phosphorous (as P)	
22	Sulfide (Dissolved)	
23	Sulfide (Total)	
	<b>Physical Tests</b>	
24	Biochemical oxygen demand, 5-day @ 20°C (BOD5)	
25	Carbonaceous biochemical oxygen demand, 5-day @ 20°C (CBOD5)	
26	Total suspended solids	
27	pH	
28	Oil and Grease	
29	Settleable solids	
30	Turbidity	
31	Total chlorine residual	

<b>Volatile Organic Compounds, EPA Method 624</b>		<b>Method</b>
32	Acrolein	624
33	Acrylonitrile	624
34	Benzene	624
35	Bromodichloromethane (Dichlorobromomethane)	624
36	Bromoform	624
37	Carbon Tetrachloride (Tetrachloromethane)	624
38	Chlorobenzene (Monochlorobenzene)	624
39	Chloroethane	624
40	2-Chloroethylvinyl Ether	624
41	Chloroform	624
42	2-Chlorotoluene *	
43	1,2-Dichlorobenzene	624
44	1,3-Dichlorobenzene	624
45	1,4-Dichlorobenzene *	624
46	Dichlorobromomethane	624
47	Dichloroethane	624
48	1,1-Dichloroethane	624
49	1,2-Dichloroethane	
50	1,1-Dichloroethylene or 1,1-Dichloroethene	624
51	trans-1,2-Dichloroethylene	624
52	1,2-Dichloropropane *	624
53	1,3-Dichloropropylene or 1,3-Dichloropropene	624
54	Ethylbenzene	624
55	Methyl Bromide or Bromomethane	624
56	Methyl Chloride or Chloromethane	624
57	Methylene Chloride or Dichloromethane	624
58	N-Nitrosodimethylamine or NDMA	625
59	N-Nitrosodiphenylamine	625
60	N-Nitrosodi-n-propylamine	625
61	1,1,2,2-Tetrachloroethane	624
62	Tetrachloroethylene	624
63	Toluene	624
64	Total Toxic Organics	
65	1,2,4-Trichlorobenzene	625
66	1,1,1-Trichloroethane or Methyl Chloroform	624
67	1,1,2-Trichloroethane	624
68	Trichloroethylene or Trichloroethene	624
69	1,2,3-Trichloropropane (1,2,3-TCP) *	
70	Vinyl Chloride (Chloroethylene)	624

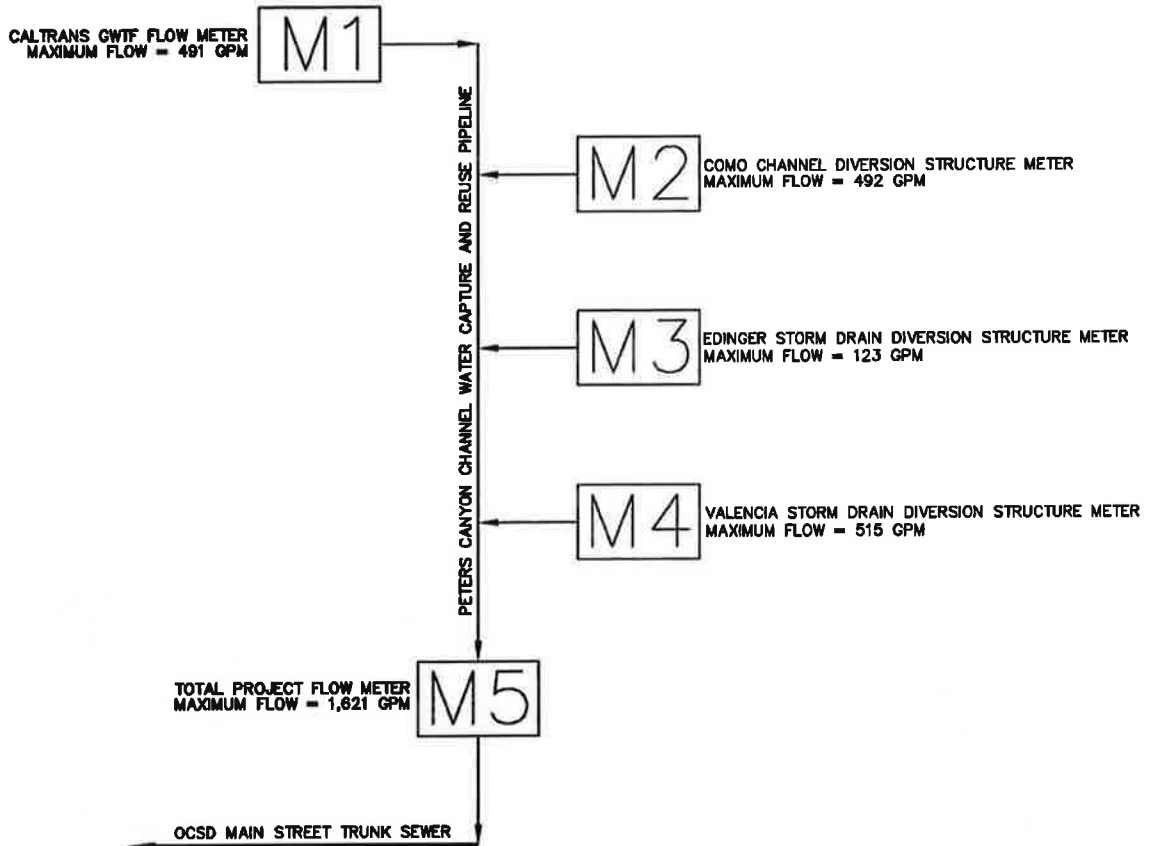
<b>Base/Neutral/Acid Semi-Volatile Compounds, EPA Method 621 Method</b>		
71	Acenaphthylene or Acenaphthene ***	625
72	Anthracene ***	625
73	Benzidine	625
74	Benzo(a)Anthracene (1,2 Benzanthracene) ***	625
75	Benzo(a)Pyrene ***	625
76	Benzo(b)Fluoranthene (3,4 Benzofluoranthene) ***	625
77	Benzo(g,h,i)perylene ***	625
78	Benzo(k)Fluoranthene ***	625
79	Bis(2-Chloroethoxy)methane	625
80	Bis(2-Chloroethyl)ether	625
81	Bis(2-Chloroisopropyl)ether	625
82	Bis(2-Ethylhexyl)phthalate	625
83	4-Bromophenyl phenyl ether	625
84	Butylbenzyl phthalate	625
85	2-Chloronaphthalene	625
86	2-Chlorophenol	625
87	4-Chlorophenyl phenyl ether	625
88	Chrysene ***	625
89	Dibenz[a,h]anthracene ***	625
90	3,3'-Dichlorobenzidine	625
91	2,4-Dichlorophenol	625
92	Diethyl phthalate	625
93	2,4-Dimethylphenol	625
94	Dimethyl phthalate	625
95	Di-n-butyl phthalate	625
96	Di-n-octyl phthalate	625
97	2,4-Dinitrophenol	625
98	2,4-Dinitrotoluene	625
99	2,6-Dinitrotoluene	625
100	1,2-Diphenylhydrazine or Azobenzene	625
101	Fluoranthene	625
102	Fluorene ***	625
103	Hexachlorobenzene	625
104	Hexachlorobutadiene	625
105	Hexachlorocyclopentadiene	625
106	Hexachloroethane	625
107	Indeno(1,2,3-cd)pyrene ***	625
108	Isophorone	625
109	3-Methyl-4-chlorophenol (4-Chloro-3-methylphenol, Parachloro	625
110	2-Methyl-4,6-Dinitrophenol (Dinitro-2-methylphenol, 4,6-Dinitro	625
111	Naphthalene ***	625
112	Nitrobenzene	625
113	2-Nitrophenol	625
114	4-Nitrophenol	625
115	Pentachlorophenol (PCP)	625



<b>Base/Neutral/Acid Semi-Volatile Compounds, EPA Method 62: Method</b>		
116	Phenanthrene ***	625
117	Phenol	625
118	Pyrene ***	625
119	2,4,6-Trichlorophenol	625
<b>Organochlorine Pesticides and PCBs</b>		
120	Aldrin	608
121	a-BHC (a-Benzene Hexachloride)	608
122	b-BHC (b-Benzene Hexachloride)	608
123	g-BHC (Lindane)	608
124	δ-BHC	608
125	Chlordane ‡	608
126	4,4'-DDT	608
127	4,4'-DDE	608
128	4,4'-DDD	608
129	Dieldrin	608
130	Endosulfan (alpha)	608
131	Endosulfan (beta)	608
132	Endosulfan Sulfate	608
133	Endrin	608
134	Endrin Aldehyde	608
135	Heptachlor	608
136	Heptachlor Epoxide (BHC-Hexachlorocyclohexane)	608
137	Mirex	608
138	Pesticides	
139	PCBs: Aroclors 1016, 1221,1232, 1242, 1248, 1254,1260 †	608
140	Toxaphene	608
<b>Dioxin</b>		
141	TCDD Equivalents	1613
142	2,3,7,8-TCDD (Dioxin)	1613
<b>Radionuclides, pCi/L Unless Noted Otherwise</b>		
143	Combined Radium-226 and Radium-228	
144	Radium-226	903.0 or 903.1
145	Radium-228	904
146	Gross Alpha particle activity (incl. Radium-226, excl. Radon & Ur	900
147	Tritium	906
148	Strontium-90	905
149	Gross Beta particle activity	900
150	Uranium	908

<b>Constituents of Emerging Concern</b>		<b>Method</b>
<b>Hormones</b>		
151	4-androstene-3,17-dione	539
152	Equilin	539
153	17a-Ethynyl estradiol	1694, 1698
154	17a-Estradiol	1694, 1698
155	17b-Estradiol	1694, 1698
156	Estriol (16- $\alpha$ -hydroxyestradiol)	1694, 1698
157	Estrone	1694, 1698
158	Oxybenzone	1694, 1698
159	Progesterone	1694, 1698
160	Testosterone	1694, 1698
<b>Industrial Endocrine Disrupting Compounds (IEDCs)</b>		
161	Bisphenol A	1694, 1698
162	4-para-Nonylphenol	1694, 1698
163	Nonylphenol diethoxylate	1694, 1698
164	Nonylphenol monoethoxylate	1694, 1698
165	Octylphenol	1694, 1698
166	4-n-Octylphenol diethoxylate	1694, 1698
167	Octylphenol monoethoxylate	1694, 1698
<b>Pharmaceuticals and Personal Care Products (PPCPs)</b>		
168	Acetaminophen	1694, 1698
169	Azithromycin	1694, 1698
170	Caffeine	1694, 1698
171	Carbamazepine	1694, 1698
172	DEET	1694, 1698
173	Erythromycin	1694, 1698
174	Fluoxetine hydrochloride	1694, 1698
175	Gemfibrozil	1694, 1698
176	Ibuprofen	1694, 1698
177	Primidone	1694, 1698
178	Salicylic acid	1694, 1698
179	Sulfamethoxazole	1694, 1698
180	Triclosan	1694, 1698
<b>Flame Retardants</b>		
181	BDE 28	1694, 1698
182	BDE 47	1694, 1698
183	BDE 100	1694, 1698
184	BDE 99	1694, 1698
185	BDE 85	1694, 1698
186	BDE 154	1694, 1698
187	BDE 153	1694, 1698
188	BDE 183	1694, 1698
189	BDE 209	1694, 1698

# EXHIBIT "D" FLOW METER SCHEMATIC



**REPORTING METERS**

- M1** CALTRANS GWTF FLOW METER
- M5** TOTAL PROJECT FLOW METER

**RECONCILIATION METERS**

- M2** COMO CHANNEL DIVERSION STRUCTURE METER
- M3** EDINGER STORM DRAIN DIVERSION STRUCTURE METER
- M4** VALENCIA STORM DRAIN DIVERSION STRUCTURE METER

**DRY WEATHER URBAN WATER RUNOFF PROGRAM (RESOLUTION 13-09) FLOW REPORTING**

TOTAL FLOW = **M5** - **M1**

**DRY WEATHER URBAN WATER RUNOFF PROGRAM (RESOLUTION 13-09) FLOW VERIFICATION / RECONCILIATION**

TOTAL FLOW = **M2** + **M3** + **M4**

**WET AND DRY WEATHER SPECIAL DISCHARGE (24-HR DISCHARGE) FLOW REPORTING**

TOTAL FLOW = **M1**

# EXHIBIT "B"

## CONTRACT CHANGE ORDER

**IRVINE RANCH WATER DISTRICT**  
 15600 Sand Canyon Avenue  
 P. O. Box 57000  
 Irvine, California 92619-7000  
 (949) 453-5300



C.O. No. 03  
 Final  
 Project No. 4985

**Peters Canyon Channel Water Capture and Reuse Pipeline**

Project Title

Date: 2/25/2016

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
1. Change Request 06 - Credit for reduced OCFCO access road structural section replacement	0.00	87,800.00	0
2. Change Request 09 - Standby costs associated with the Metrolink utility conflict at the Como Channel jack and bore	108,857.09	0.00	15
3. Change Request 10 - Recovery effort associated with the Metrolink utility conflict at the Como Channel jack and bore	233,238.22	0.00	10
4. Change Request 11 - Credit for reduced Irvine bike trail structural section replacement	0.00	44,258.80	0
Revised Contract Completion Date: September 15, 2016			
<b>TOTAL</b>	<b>342,095.31</b>	<b>132,058.80</b>	<b>25</b>

DAYS ±

1. NET AMOUNT THIS CHANGE ORDER	=	210,036.51	25
2. ORIGINAL CONTRACT AMOUNT	=	7,877,777.00	450
3. TOTAL PREVIOUS CHANGE ORDER(S)	=	72,215.56	2
4. TOTAL BEFORE THIS CHANGE ORDER (2+3)	=	7,949,992.56	452
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4)	=	8,160,029.07	477

We hereby agree to make the above change subject to the terms of this change order for the sum of:

Two Hundred Ten Thousand Thirty Six and 51/100 ----- Dollars

2-25-16 Date      E.J. Meyer Company Contractor      By: Kristen Carone

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
	3/8/16	Department Director Approval Required <input type="checkbox"/>
	07/08/16	Executive Director Approval Required <input type="checkbox"/>
	5/9/16	General Manager Approval Required <input type="checkbox"/>
Executive Director of Engineering & Water Quality	Date	Board Approval Required <input checked="" type="checkbox"/>
General Manager	Date	By _____ Date _____
		525108
		Purchase Order No.

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

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

# EXHIBIT "C"

## Peters Canyon Channel Water Capture and Reuse Pipeline Project PR 4985 Construction Change Order Summary


Contractor: E.J. Meyer  
Design Engineer: Tetra Tech  
Award Date: 5/27/2015

		Contract Amount						Contract Days				Original Completion Date:
		Original Contract Amount: \$7,877,777.00						Original Days: 450				8/19/2016
Change Order	Description	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
1	Approved by Executive Director Approved on Septemer 9, 2015 CR No. 1 CR No. 2 CR No. 4	\$ 1,600.00 \$ 666.35 \$ 5,964.45	\$8,230.80	\$0.00	\$8,230.80	0.10%	\$7,886,007.80	0	0	0	450	8/19/2016
2	Approved by Executive Director Approved on January 12, 2016. CR No. 5 CR No. 7 CR No. 8	\$ 22,507.44 \$ 32,740.82 \$ 8,736.50	\$63,984.76	\$8,230.80	\$72,215.56	0.9%	\$7,949,992.56	2	0	2	452	8/21/2016
3	Approved by Board of Directors Approved on CR No. 6 CR No. 9 CR No. 10 CR No. 11	(87,800.00) 108,857.09 233,238.22 (44,258.80)	\$210,036.51	\$72,215.56	\$282,252.07	3.6%	\$8,160,029.07	25	2	27	477	9/15/2016

TOTAL CHANGE ORDERS	282,252.07	3.58%
REVISED CONTRACT AMOUNT	8,160,029.07	

March 28, 2016

Submitted by: P. Weghorst/C. Clary

Approved by: Paul Cook 

## ACTION CALENDAR

### REVISED POLICY POSITION PAPER MWDOC RATE STRUCTURE

#### SUMMARY:

Irvine Ranch Water District policy position papers are reviewed periodically to determine if the positions are still valid, require revisions, or to identify additional papers which may be needed concerning different issues of importance to the District. Staff has modified the IRWD policy position paper regarding the Municipal Water District of Orange County (MWDOC) Rate Structure that was last revised and reviewed with the Board in November 2015. As requested by the Board, staff has updated the position paper and is providing a comparison of the financial impacts of the various options for fixed charges being considered that would be assessed by MWDOC. Staff recommends that the Board approve the policy position paper as updated by staff.

#### BACKGROUND:

In 2004, IRWD began producing policy position papers on topics of particular interest and importance to the District. Because of the IRWD Board of Directors' standing in the water industry, the opinions of individual Board members are regularly solicited on issues of vital interest to the industry and the community. To keep these position papers current, staff occasionally recommends that the Board review the papers and when appropriate, incorporate revisions.

IRWD's MWDOC Rate Structure Policy Position Paper was last revised and adopted by the Board in October 2004. At that time, MWDOC collected volumetric based charges from its member agencies. In 2011, IRWD signed the *Agreement Between MWDOC and its Member Agencies on Budget, Activities, Charges, and Other Issues* (the Settlement Agreement) that transitioned MWDOC to collecting fixed charges based on each member agency's number of retail service connections. In addition, MWDOC began charging its member agencies for Core and Choice services. The Settlement Agreement expires in 2016, and MWDOC has initiated a Cost of Service Study that will be used to establish rates for its services upon expiration of the Agreement.

#### November 2015 Review:

On November 9, 2015, staff reviewed with the Board proposed revisions to the MWDOC Rate Structure Policy Position Paper that reflected input provided by the Water Resources Policy and Communications Committee. The Board requested that staff return with comparisons of the potential cost impacts to IRWD and the other MWDOC member agencies associated with the various methods being considered by MWDOC for establishing a fixed portion of its rate structure.

Options for Fixed Charges:

Currently, MWDOC is performing a rate study to establish fixed charges that it will assess to its member agencies upon termination of the Settlement Agreement. Staff has participated in meetings conducted by MWDOC with its member agencies. The options being considered are as follows:

Options for MWDOC Fixed Charges

Option Number	Option Description
1A	<i>Based on the number of retail meters:</i> With OCWD paying MWDOC costs for planning and resource development, Metropolitan Water District (MWD) issues and special projects based on 10-year historic imported water use and 1/26 <sup>th</sup> of all other fixed costs
1B	<i>Based on the number of retail meters:</i> With OCWD paying 1/26th of all MWDOC fixed costs
2	<i>Based on equivalent retail meters:</i> With OCWD paying MWDOC costs for planning and resource development, MWD issues and special projects based on 10-year historic imported water use and 1/26 <sup>th</sup> of all other fixed costs
3	<i>Based on population:</i> With OCWD paying MWDOC costs for planning and resource development, MWD issues and special projects based on 10-year historic imported water use and 1/26 <sup>th</sup> of all other fixed costs
4	<i>Based on historic water use:</i> With OCWD and all other member agencies paying based on average 10-year historic imported water use

Exhibit “A” contains comparisons of FY 2016/17 fixed costs that could be assessed to MWDOC member agencies under each of the options listed above. At the Board meeting, staff will provide an overview of comparisons provided in Exhibit “A”. Consensus appears to have been established among the MWDOC member agency managers that Option 1B would provide the most equity among the agencies, while still meeting legal requirements.

Update to Policy Paper:

Staff has developed proposed updates to the IRWD Policy Position Paper regarding the MWDOC Rate Structure. The update, attached as Exhibit “B”, includes the Board input from November 9, 2015; the revisions are shown in red-line /strike-out.

FISCAL IMPACTS:

Because of the legal requirement to begin assessing a fixed charge to Orange County Water District, most of the potential scenarios presented results in a reduced fixed charge from MWDOC to IRWD (the exception is Scenario 2 which shows an increase to IRWD). Presumably, the increased charge to OCWD will be passed on to all of the Groundwater Producer Agencies through the Replenishment Assessment.

ENVIRONMENTAL COMPLIANCE:

None.

COMMITTEE STATUS:

A related item was reviewed by the Water Resources Policy and Communications Committee on November 5, 2015 and the Board on November 9, 2015.

RECOMMENDATION:

THAT THE BOARD APPROVE THE MUNICIPAL WATER DISTRICT OF ORANGE COUNTY RATE STRUCTURE POLICY POSITION PAPER, AS AMENDED.

LIST OF EXHIBITS:

- Exhibit “A” – Comparison of Financial Impacts to IRWD and Member Agencies from Fixed Charge Options.
- Exhibit “B” – Updated Policy Paper: MWDOC Rate Structure with changes identified from November 9, 2015 version that was presented to the Board.



Exhibit A

*Comparison of Costs to MWDOC Member Agencies  
Based on Various Options  
For Allocating Fixed Costs*

Option 1A – Based on Number of Retail Meters (With OCWD paying MWDOC costs for planning and resource development, MWD issues and special projects based on 10-year historic imported water use and 1/26th of all other fixed costs)

Agency	FY 2016 Proposed Costs	FY 2016 Current Costs	Change (\$)	Change (%)
Brea, City of	\$126,662	\$133,791	(\$7,129)	-5.3%
Buena Park, City of	\$192,207	\$203,025	(\$10,818)	-5.3%
East Orange County Water	\$213,993	\$226,038	(\$12,045)	-5.3%
El Toro Water District	\$101,013	\$106,699	(\$5,686)	-5.3%
Fountain Valley, City of	\$172,382	\$182,085	(\$9,703)	-5.3%
Garden Grove, City of	\$346,746	\$366,263	(\$19,517)	-5.3%
Golden State Water Company	\$420,775	\$444,459	(\$23,684)	-5.3%
Huntington Beach, City of	\$544,366	\$575,007	(\$30,641)	-5.3%
Irvine Ranch Water District	\$1,023,105	\$1,080,693	(\$57,588)	-5.3%
La Habra, City of	\$140,067	\$147,951	(\$7,884)	-5.3%
La Palma, City of	\$44,518	\$47,024	(\$2,506)	-5.3%
Laguna Beach County Water	\$88,790	\$93,787	(\$4,997)	-5.3%
Mesa Water District	\$240,361	\$253,890	(\$13,529)	-5.3%
Moulton Niguel Water District	\$540,494	\$570,916	(\$30,422)	-5.3%
Newport Beach, City of	\$267,550	\$282,610	(\$15,060)	-5.3%
Orange, City of	\$339,422	\$358,527	(\$19,105)	-5.3%
Orange County Water District	\$356,313	\$0	\$356,313	∞
San Clemente, City of	\$177,292	\$187,271	(\$9,979)	-5.3%
San Juan Capistrano, City of	\$116,329	\$122,876	(\$6,547)	-5.3%
Santa Margarita Water District	\$532,523	\$562,497	(\$29,974)	-5.3%
Seal Beach, City of	\$55,293	\$58,406	(\$3,113)	-5.3%
Serrano Water District	\$23,204	\$24,510	(\$1,306)	-5.3%
South Coast Water District	\$123,714	\$130,677	(\$6,963)	-5.3%
Trabuco Canyon Water District	\$40,584	\$42,868	(\$2,284)	-5.3%
Westminster, City of	\$206,608	\$218,237	(\$11,629)	-5.3%
Yorba Linda Water District	\$252,348	\$266,552	(\$14,204)	-5.3%
<b>Total</b>	<b>\$6,686,659</b>	<b>\$6,686,659</b>	<b>\$0</b>	

*Comparison of Costs to MWDOC Member Agencies  
Based on Various Options  
For Allocating Fixed Costs*

Option 1B – Based on Number of Retail Meters with OCWD paying 1/26 of MWDOC fixed costs

Agency	FY 2016 Proposed Costs	FY 2016 Current Costs	Change (\$)	Change (%)
Brea, City of	\$128,645	\$133,791	(\$5,146)	-3.8%
Buena Park, City of	\$195,216	\$203,025	(\$7,809)	-3.8%
East Orange County Water District	\$217,344	\$226,038	(\$8,694)	-3.8%
El Toro Water District	\$102,595	\$106,699	(\$4,104)	-3.8%
Fountain Valley, City of	\$175,082	\$182,085	(\$7,003)	-3.8%
Garden Grove, City of	\$352,176	\$366,263	(\$14,087)	-3.8%
Golden State Water Company	\$427,364	\$444,459	(\$17,095)	-3.8%
Huntington Beach, City of	\$552,891	\$575,007	(\$22,116)	-3.8%
<b>Irvine Ranch Water District</b>	<b>\$1,039,128</b>	<b>\$1,080,693</b>	<b>(\$41,565)</b>	<b>-3.8%</b>
La Habra, City of	\$142,261	\$147,951	(\$5,691)	-3.8%
La Palma, City of	\$45,215	\$47,024	(\$1,809)	-3.8%
Laguna Beach County Water Distric	\$90,180	\$93,787	(\$3,607)	-3.8%
Mesa Water District	\$244,125	\$253,890	(\$9,765)	-3.8%
Moulton Niguel Water District	\$548,958	\$570,916	(\$21,959)	-3.8%
Newport Beach, City of	\$271,740	\$282,610	(\$10,870)	-3.8%
Orange, City of	\$344,737	\$358,527	(\$13,790)	-3.8%
<b>Orange County Water District</b>	<b>\$257,181</b>	<b>\$0</b>	<b>\$257,181</b>	<b>∞</b>
San Clemente, City of	\$180,068	\$187,271	(\$7,203)	-3.8%
San Juan Capistrano, City of	\$118,150	\$122,876	(\$4,726)	-3.8%
Santa Margarita Water District	\$540,862	\$562,497	(\$21,635)	-3.8%
Seal Beach, City of	\$56,160	\$58,406	(\$2,246)	-3.8%
Serrano Water District	\$23,567	\$24,510	(\$943)	-3.8%
South Coast Water District	\$125,651	\$130,677	(\$5,026)	-3.8%
Trabuco Canyon Water District	\$41,219	\$42,868	(\$1,649)	-3.8%
Westminster, City of	\$209,843	\$218,237	(\$8,394)	-3.8%
Yorba Linda Water District	\$256,300	\$266,552	(\$10,252)	-3.8%
<b>Total</b>	<b>\$6,686,659</b>	<b>\$6,686,659</b>	<b>\$0</b>	

*Comparison of Costs to MWDOC Member Agencies  
Based on Various Options  
For Allocating Fixed Costs*

Option 2 – Based on Equivalent Meters (With OCWD paying MWDOC costs for planning and resource development, MWD issues and special projects based on 10-year historic imported water use and 1/26th of all other fixed costs)

Agency	FY 2016 Proposed Costs	FY 2016 Current Costs	Change (\$)	Change (%)
Brea, City of	\$170,906	\$133,791	\$37,115	27.7%
Buena Park, City of	\$200,178	\$203,025	(\$2,847)	-1.4%
East Orange County Water District	\$235,362	\$226,038	\$9,324	4.1%
El Toro Water District	\$114,694	\$106,699	\$7,995	7.5%
Fountain Valley, City of	\$146,523	\$182,085	(\$35,562)	-19.5%
Garden Grove, City of	\$201,443	\$366,263	(\$164,820)	-45.0%
Golden State Water Company	\$380,962	\$444,459	(\$63,497)	-14.3%
Huntington Beach, City of	\$545,209	\$575,007	(\$29,798)	-5.2%
<b>Irvine Ranch Water District</b>	<b>\$1,149,155</b>	<b>\$1,080,693</b>	<b>\$68,462</b>	<b>6.3%</b>
La Habra, City of	\$96,881	\$147,951	(\$51,070)	-34.5%
La Palma, City of	\$25,142	\$47,024	(\$21,882)	-46.5%
Laguna Beach County Water District	\$97,329	\$93,787	\$3,542	3.8%
Mesa Water District	\$206,590	\$253,890	(\$47,300)	-18.6%
Moulton Niguel Water District	\$486,109	\$570,916	(\$84,807)	-14.9%
Newport Beach, City of	\$267,742	\$282,610	(\$14,868)	-5.3%
Orange, City of	\$352,642	\$358,527	(\$5,885)	-1.6%
<b>Orange County Water District</b>	<b>\$356,313</b>	<b>\$0</b>	<b>\$356,313</b>	<b>∞</b>
San Clemente, City of	\$243,918	\$187,271	\$56,647	30.2%
San Juan Capistrano, City of	\$115,583	\$122,876	(\$7,293)	-5.9%
Santa Margarita Water District	\$493,637	\$562,497	(\$68,860)	-12.2%
Seal Beach, City of	\$91,101	\$58,406	\$32,695	56.0%
Serrano Water District	\$14,585	\$24,510	(\$9,925)	-40.5%
South Coast Water District	\$139,673	\$130,677	\$8,996	6.9%
Trabuco Canyon Water District	\$29,183	\$42,868	(\$13,685)	-31.9%
Westminster, City of	\$225,480	\$218,237	\$7,243	3.3%
Yorba Linda Water District	\$300,320	\$266,552	\$33,768	12.7%
<b>Total</b>	<b>\$6,686,660</b>	<b>\$6,686,659</b>	<b>\$1</b>	

*Comparison of Costs to MWDOC Member Agencies  
Based on Various Options  
For Allocating Fixed Costs*

Option 3 – Based on Population (With OCWD paying MWDOC costs for planning and resource development, MWD issues and special projects based on 10-year historic imported water use and 1/26th of all other fixed costs)

Agency	FY 2016 Proposed Costs	FY 2016 Current Costs	Change (\$)	Change (%)
Brea, City of	\$118,473	\$133,791	(\$15,318)	-11.4%
Buena Park, City of	\$227,613	\$203,025	\$24,588	12.1%
East Orange County Water District	\$196,145	\$226,038	(\$29,893)	-13.2%
El Toro Water District	\$134,155	\$106,699	\$27,456	25.7%
Fountain Valley, City of	\$159,203	\$182,085	(\$22,882)	-12.6%
Garden Grove, City of	\$485,651	\$366,263	\$119,388	32.6%
Golden State Water Company	\$466,197	\$444,459	\$21,738	4.9%
Huntington Beach, City of	\$545,530	\$575,007	(\$29,477)	-5.1%
Irvine Ranch Water District	\$1,043,365	\$1,080,693	(\$37,328)	-3.5%
La Habra, City of	\$170,021	\$147,951	\$22,070	14.9%
La Palma, City of	\$44,070	\$47,024	(\$2,954)	-6.3%
Laguna Beach County Water District	\$55,840	\$93,787	(\$37,947)	-40.5%
Mesa Water District	\$295,786	\$253,890	\$41,896	16.5%
Moulton Niguel Water District	\$468,268	\$570,916	(\$102,648)	-18.0%
Newport Beach, City of	\$180,837	\$282,610	(\$101,773)	-36.0%
Orange, City of	\$382,109	\$358,527	\$23,582	6.6%
Orange County Water District	\$356,313	\$0	\$356,313	∞
San Clemente, City of	\$141,270	\$187,271	(\$46,001)	-24.6%
San Juan Capistrano, City of	\$106,750	\$122,876	(\$16,126)	-13.1%
Santa Margarita Water District	\$431,491	\$562,497	(\$131,006)	-23.3%
Seal Beach, City of	\$65,174	\$58,406	\$6,768	11.6%
Serrano Water District	\$17,771	\$24,510	(\$6,739)	-27.5%
South Coast Water District	\$96,235	\$130,677	(\$34,442)	-26.4%
Trabuco Canyon Water District	\$34,948	\$42,868	(\$7,920)	-18.5%
Westminster, City of	\$257,838	\$218,237	\$39,601	18.1%
Yorba Linda Water District	\$205,608	\$266,552	(\$60,944)	-22.9%
<b>Total</b>	<b>\$6,686,661</b>	<b>\$6,686,659</b>	<b>\$2</b>	

*Comparison of Costs to MWDOC Member Agencies  
Based on Various Options  
For Allocating Fixed Costs*

Option 4 – Based on All Member Agency 10-Year historic imported water Use

Agency	FY 2016 Proposed Costs	FY 2016 Current Costs	Change (\$)	Change (%)
Brea, City of	\$115,323	\$133,791	(\$18,468)	-13.8%
Buena Park, City of	\$149,635	\$203,025	(\$53,390)	-26.3%
East Orange County Water District	\$117,870	\$226,038	(\$108,168)	-47.9%
El Toro Water District	\$270,171	\$106,699	\$163,472	153.2%
Fountain Valley, City of	\$92,645	\$182,085	(\$89,440)	-49.1%
Garden Grove, City of	\$255,098	\$366,263	(\$111,165)	-30.4%
Golden State Water Company	\$289,734	\$444,459	(\$154,725)	-34.8%
Huntington Beach, City of	\$278,836	\$575,007	(\$296,171)	-51.5%
<b>Irvine Ranch Water District</b>	<b>\$781,319</b>	<b>\$1,080,693</b>	<b>(\$299,374)</b>	<b>-27.7%</b>
La Habra, City of	\$59,288	\$147,951	(\$88,663)	-59.9%
La Palma, City of	\$17,932	\$47,024	(\$29,092)	-61.9%
Laguna Beach County Water Distri	\$111,021	\$93,787	\$17,234	18.4%
Mesa Water District	\$116,604	\$253,890	(\$137,286)	-54.1%
Moulton Niguel Water District	\$840,807	\$570,916	\$269,891	47.3%
Newport Beach, City of	\$198,113	\$282,610	(\$84,497)	-29.9%
Orange, City of	\$293,184	\$358,527	(\$65,343)	-18.2%
<b>Orange County Water District</b>	<b>\$709,581</b>	<b>\$0</b>	<b>\$709,581</b>	<b>∞</b>
San Clemente, City of	\$259,537	\$187,271	\$72,266	38.6%
San Juan Capistrano, City of	\$152,040	\$122,876	\$29,164	23.7%
Santa Margarita Water District	\$814,158	\$562,497	\$251,661	44.7%
Seal Beach, City of	\$33,472	\$58,406	(\$24,934)	-42.7%
Serrano Water District	\$32,839	\$24,510	\$8,329	34.0%
South Coast Water District	\$170,601	\$130,677	\$39,924	30.6%
Trabuco Canyon Water District	\$78,337	\$42,868	\$35,469	82.7%
Westminster, City of	\$120,450	\$218,237	(\$97,787)	-44.8%
Yorba Linda Water District	\$328,066	\$266,552	\$61,514	23.1%
<b>Total</b>	<b>\$6,686,661</b>	<b>\$6,686,659</b>	<b>\$2</b>	<b>0.0%</b>

## EXHIBIT "B"

### Irvine Ranch Water District Policy Position on the Municipal Water District of Orange County (MWDOC) Rate Structure

~~November 5, 2015~~ March 28, 2016

#### Issue Summary:

Many years ago IRWD worked in close coordination with the Municipal Water District of Orange County (MWDOC) on the development and implementation of the Metropolitan Water District (MWD) tiered rate structure. The MWD rate structure was carefully designed to utilize a "cost-of-service" approach and to provide a two-tiered supply pricing signal that was intended to encourage local resource development and conservation.

IRWD has had reservations regarding MWDOC's implementation of the MWD rate structure that maintains an option to meld the tiered supply component. It has been IRWD's position that MWDOC's ability to meld rates not only abandons the conservation and local resource development pricing signal, but can create inequities. For example, in the long term, growth in demands for imported water in the non-basin areas of the county could result in inequities under a melded rate structure where Tier 2 water, needed to serve a specific agency or group of agencies, is being melded into the rates for all of MWDOC's customers. It has been IRWD's position that a tiered structure would eliminate the potential for these inequities and preserve the pricing signal for local resource development and conservation that was intended in the formulation of the MWD tiered rate structure.

MWDOC is currently ~~contemplating~~ performing a cost of service study. This study is only considering revisions to the fixed portion of MWDOC's rate structure, which is currently based on a per retail connection charge method. A key to the success of performing the study ~~will be to include the open~~ is the inclusion and participation of the member retail agencies.

Any future consideration that MWDOC gives to revising its variable charges should ~~The resulting in a~~ tiered rate structure ~~that should ensures that~~ the water allocation methodology is fair and equitable. A MWDOC cost of service study of its variable charges should consider options that include Tier-1 allocation methodologies that include take-or-pay subscriptions that would allow retailers to adjust their purchases of water based on projected demand. The cost of service study should result in rates and charges that avoid over-collection of revenues by MWDOC.

Currently, MWDOC's Tier-1 allocation from MWD is sufficient and results in a low probability of MWDOC having to pass through Tier-2 purchases to its member agencies. This has the potential to change in the future. Depending on the rate structure that could be adopted by MWDOC, IRWD recommends that MWDOC work with its member agencies to develop an equitable method to address the disposition of any over-collected Tier 2 revenue. Specifically, IRWD believes this revenue should provide funding for re-investment in conservation and local water resource projects to minimize the need for Tier 2 purchases, and compensate those member agencies that have made, and continue to make, investments in these programs.

In 2011, IRWD, along with the majority of MWDOC's member agencies, executed an agreement between MWDOC and its member agencies on Budget, Activities, Charges and Other Issues (the Settlement Agreement) that accommodated the interests of the member agencies and promoted collaborative processes related to MWDOC budgets and charges. This agreement provided for MWDOC to establish a Core Services budget to recover costs associated with services that are both essential to its mission and carried out on behalf of the entire MWDOC service area. The agreement also establishes a budget process for Choice Services that allow individual member agencies to elect to receive and pay for certain services from MWDOC. The "Core and Choice" model for assigning costs to the member agencies has worked well and should be continued beyond the expiration of the Settlement Agreement in 2016.

Policy Principles:

- IRWD supports MWD's adoption of a tiered rate structure that uses a cost of service approach to allocate costs of supply, transmission and storage, treatment, and water resource management. This includes the division of MWD's supply component into two tiers to reflect existing lower cost supplies and higher cost marginal supplies, respectively.
- The MWD two-tier rate structure was specifically designed to encourage water conservation and local resource development by sending a pricing signal to discourage increased demands on MWD.
- Consistent with the intent of MWD, the MWD rate structure including the tiered rate approach for selling water to its member agencies should be implemented by MWDOC.
- MWDOC's method for implementing the tiered rate structure and allocating lower cost Tier 1 water should be fair and equitable to its member agencies.
- MWDOC's method for implementing the tiered rate structure should minimize the over-collection of Tier 2 revenue from its member agencies.
- MWDOC shall work with its member agencies to develop an equitable method to address the disposition of any over-collected Tier 2 revenue that will: 1) provide funding for re-investment in conservation and local projects to minimize the need for Tier 2 purchases, and 2) reward member agencies that have, and continue, to make investments in these programs.
- MWDOC's method of passing through MWD wheeling charges for the delivery of retail agency controlled water that is conveyed through MWD's system should be consistent with MWD's administration code. Any additional charges added by MWDOC should be based on actual costs associated with the wheeling transactions.

- MWDOC should maintain its existing Choice and Core Services consistent with the provisions of the existing Settlement Agreement. Core Services should be limited to services that are essential to MWDOC’s mission of serving as the wholesaler of MWD water in its service area.
- Member agency participation in Desalination projects and water supplies other than purchases of MWD water through MWDOC should be considered Choice programs.
- ~~Upon termination of the Settlement Agreement,~~ MWDOC shall maintain its per retail connection charge method of generating revenue generally consistent with the terms of the Settlement Agreement.
- MWDOC should implement a fixed charge for Orange County Water District consistent with legal requirements and the consensus and support of the member agencies.
- The accumulation of Reserves by MWDOC shall allow it to meet operating and emergency financial requirements for operating its District and shall be consistent with the limits and categories established in the agreement.
- The current and any future ~~Any~~ cost of service studies performed by MWDOC should include the open participation of the member agencies to ensure that the resulting tiered rate structure is fair and equitable and developed with the support of the member agencies.
- Once adopted, the implementation methodology for MWDOC’s tiered rates should be reviewed periodically with its member agencies and Board to identify and correct any unanticipated inequities.