

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

February 10, 2020

PLEDGE OF ALLEGIANCE

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

ROLL CALL Directors Reinhart, LaMar, Swan, and 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 three minutes per speaker on each subject. Consent Calendar items will be acted upon by one motion, without discussion, unless a request is made for specific items to be removed from the Calendar for separate action.

COMMUNICATIONS TO THE BOARD

1. A. Written:

 B. Oral:

2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED

 Recommendation: Determine the need to discuss and/or take immediate action on item(s).

CONSENT CALENDAR

Resolution No. 2020-6

Items 3-6

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

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

4. BOARD MEETING MINUTES

 Recommendation: That the minutes of the January 27, 2020 Regular Board meeting be approved as presented.

CONSENT CALENDAR

Resolution No. 2020-6

Items 3-6

5. IRVINE LAKE PIPELINE NORTH CONVERSION SANTIAGO HILLS ZONE C+ RESERVOIR FINAL ACCEPTANCE

Recommendation: That the Board authorize the General Manager to accept construction of the Irvine Lake Pipeline North Conversion Santiago Hills Zone C+ Reservoir, Project 05407, authorize the General Manager to file a Notice of Completion; and authorize the release of retention 35 days after filing of the Notice of Completion.

6. ADDENDUM NO. 4 TO THE BAKER WATER TREATMENT PLANT PROJECT FINAL ENVIRONMENTAL IMPACT REPORT

Recommendation: That the Board adopt the proposed Addendum No. 4 to the Baker Water Treatment Plant Project Final Environmental Impact Report, including the determinations set forth in Addendum No. 4, and authorize staff to post and file a Notice of Determination.

ACTION CALENDAR

7. MICHELSON WATER RECYCLING PLANT UNIT SUBSTATION T1 REMOVAL CONSTRUCTION AWARD

Recommendation: That the Board authorize a budget increase for Project 10535 in the amount of \$2,326,700, from \$543,000 to \$2,869,700, and authorize the General Manager to execute a construction contract with Southern Contracting Company in the amount of \$2,204,000 for the MWRP Unit Substation T1 Removal, Project 10535.

8. BAKER WATER TREATMENT PLANT SOLAR PHOTOVOLTAIC SYSTEM POWER PURCHASE AGREEMENT AMENDMENT AND CONSTRUCTION REIMBURSEMENT

Recommendation: That the Board authorize the General Manager to execute the First Amendment to the Power Purchase Agreement with Solar Star IRWD Baker, LLC for the photovoltaic system at the Baker Water Treatment Plant subject to non-substantive changes; authorize the General Manager to execute the Estoppel Certificate, included as an attachment to the First Amendment to the Power Purchase Agreement, and any future Estoppel Certificates subject to review by General Counsel; and authorize the General Manager to issue a construction reimbursement to Solar Star IRWD Baker, LLC or its designee in the amount of \$217,247.08 for additional soil removal for Project 10559.

OTHER BUSINESS

Pursuant to Government Code Section 54954.2, members of the Board of Directors or staff may ask questions for clarification, make brief announcements, and 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.

9. General Manager's Report
10. Directors' Comments
11. Receive oral update(s) from District liaison(s) regarding communities within IRWD's service area and provide information on relevant community events.

12. CLOSED SESSION CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Government Code Section 54956.8:

Property: Capacity Rights in the El Toro Road Lift Station (20915 El Toro Road, Lake Forest, CA 92630) and Associated Pipelines

Agency Negotiator: Paul Cook, General Manager, and Kevin Burton, Executive Director of Technical Services

Negotiating Parties: Trabuco Canyon Water District

Under negotiation: Price and Terms of Payment

13. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1): *SCADA and Control Systems, Inc. v. Delta Systems Engineering, LLC, et al.*, Case No. 30-2018-01039707-CU-BC-CJC

CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1): *Filanc-Balfour Beatty, JV v. IRWD*, Case No. 30-2019-01048770-CU-BC-CXC

14. Open Session.
15. 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.

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February 10, 2020
Prepared and
submitted by: K. Swan
Approved by: Paul A. Cook



CONSENT CALENDAR

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

SUMMARY:

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

Events/Meetings

Steven LaMar

January 23 COAST Meeting at Orange County Fire Authority
May 3-8 ACWA 2020 Annual Spring Conference, Monterey

Mary Aileen Matheis

February 11 Monthly Discussion of District Activities with the General Manager
May 4-8 ACWA 2020 Annual Spring Conference, Monterey

Douglas Reinhart

May 5-8 ACWA 2020 Annual Spring Conference, Monterey

Peer Swan

January 29 Public Policy Institute of California’s 2020 Speaker Series on California’s
Future: *A Conversation with Governor Newsom*, Sacramento
February 19-21 Water Education Foundation’s Water 101 Workshop and Tour: *The
Basics and Beyond*, Sacramento
March 31-April 2 California Water Environment Association and Nevada Water
Environment Association 2020 Co-located Annual Conferences, Reno
April 14-17 WATERNOW Alliance 5th Annual Summit *Tap into Resilience*,
Philadelphia
May 4-8 ACWA 2020 Annual Spring Conference, Monterey

John Withers

January 28 VerdeXchange Conference Speaker, Los Angeles
May 5-7 ACWA 2020 Annual Spring Conference, Monterey

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 HEREIN.

LIST OF EXHIBITS:

None.

February 10, 2020
Prepared and
submitted by: K. Swan
Approved by: Paul A. Cook 

CONSENT CALENDAR

BOARD MEETING MINUTES

SUMMARY:

Provided are the minutes of the January 27, 2020 Regular Board meeting for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE JANUARY 27, 2020 REGULAR BOARD MEETING BE APPROVED AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – January 27, 2020 Minutes

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EXHIBIT "A"

MINUTES OF REGULAR MEETING – JANUARY 27, 2020

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:02 p.m. by President Matheis on January 27, 2020 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

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

Directors Absent: None.

Also Present: General Manager Cook, Executive of Technical Services Burton, Executive Director of Finance and Administration Clary, Executive Director of Water Policy Weghorst, Executive Director of Operations Chambers, Director of Water Resources Sanchez, Director of Water Recycling Operations Zepeda, Director of Water Operations Roberts, Director of Maintenance Operations Mykitta, Director of Public Affairs Beeman, Director of Human Resources Roney, Director of Water Quality and Regulatory Compliance Colston, Manager of Strategic Planning and Analysis Smithson, Operations Manager Pfister, Public Affairs Manager Fabris, Engineering Manager Cortez, Engineering Manager Mori, Engineering Manager Akiyoshi, Senior Engineer Moeder, Treasury Analyst Davis, District Liaison Newell, Legal Counsel Collins, Assistant Secretary Swan, and members of the public.

WRITTEN COMMUNICATIONS: None.

ORAL COMMUNICATIONS: None.

ITEMS TOO LATE TO BE AGENDIZED: None.

CONSENT CALENDAR

Director Reinhart asked that item No. 7, DYER ROAD WELLFIELD SURGE TANKS CONTACT CHANGE ORDER AND FINAL ACCEPTANCE be moved to the Action Calendar. There being no objection, this item was moved accordingly. On MOTION by Withers, seconded by Swan, and unanimously carried (LaMar, Withers, Swan, Reinhart, and Matheis voting aye), CONSENT CALENDAR ITEMS 3 THROUGH 6 AND 8 WERE APPROVED AS FOLLOWS:

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

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

4. MINUTES OF BOARD MEETINGS

Recommendation: That the minutes of the January 13, 2020 Regular Board meeting and the January 17, 2020 Adjourned Regular Board meeting be approved as presented.

CONSENT CALENDAR (CONTINUED)

5. DECEMBER 2019 TREASURY REPORT

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report, the Summary of Fixed and Variable Rate Debt, and Disclosure Report of Reimbursements to Board members and staff; approve the December 2019 Summary of Payroll ACH payments in the total amount of \$2,112,770; and approve the December 2019 Accounts Payable Disbursement Summary of warrants 404225 through 405004, Workers' Compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$16,810,385.

6. IRWD STRATEGIC MEASURES

Recommendation: Receive and file.

8. 2020 INDEX TENDER NOTES REMARKETING

Recommendation: That the Board approve the 2020 Index Tender Notes Remarketing Statement and adopt the following resolution by title:

RESOLUTION NO. 2020-5

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE IRVINE RANCH WATER DISTRICT APPROVING
THE REMARKETING STATEMENT RELATING TO
UNSCHEDULED MANDATORY TENDERS
(REFUNDING SERIES 2011A-1 AND REFUNDING SERIES 2011A-2)

ACTION CALENDAR

DYER ROAD WELLFIELD SURGE TANKS CONTRACT CHANGE ORDER AND FINAL ACCEPTANCE

Director Reinhart stated that while he was in favor of approving this item, he asked that the record reflect that it was disconcerting that the City of Santa Ana required 30 weeks to issue an encroachment permit to repair the conduit, delaying the project for nine months. On MOTION by Reinhart, seconded by Swan, and unanimously carried (LaMar, Withers, Swan, Reinhart, and Matheis voting aye), THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 17 IN THE AMOUNT OF \$165,673.49 WITH PASCAL & LUDWIG CONSTRUCTORS, ACCEPTED CONSTRUCTION OF THE DYER ROAD WELLFIELD SURGE TANKS, PROJECTS 05473 AND 06165, AUTHORIZED THE GENERAL MANAGER TO FILE A NOTICE OF COMPLETION, AND AUTHORIZED THE PAYMENT OF THE RETENTION 35 DAYS AFTER THE DATE OF RECORDING THE NOTICE OF COMPLETION.

ACTION CALENDAR (CONTINUED)

SANTIAGO RESERVOIR PROJECT UPDATE AND INTERIM LAKE LEVEL OPERATIONS PLAN

Prior to turning the floor over to Senior Engineer Moeder, General Manager Cook summarized the overview of the presentation. He emphasized that he wanted there to be an understanding of what is being asked in the coming months and years with the purpose statement; go over the Tower Replacement Preliminary Design Report and Spillway Assessment—both technical reports that we have received results from; and go through the Lake Level Evaluation and the Interim Operation Plan and next steps. The General Manager stated that prior to finalizing an Interim Operation Plan for Irvine Lake, he would like the Board's input before submitting the plan to the Division of Safety of Dams (DSOD) regarding the targeting the maximum water surface elevations to reduce the potential use of Irvine Lake's spillway until major spillway and outlet tower improvements are complete.

Using a PowerPoint presentation, Senior Engineer Moeder outlined an update on the outlet tower replacement and spillway assessment at the Santiago Reservoir (also known as Irvine Lake). AECOM completed the Tower Replacement Preliminary Design Report in February 2019; and it was reviewed and returned by the DSOD with comments in November 2019. Staff anticipates responding to the DSOD's comments in February 2020. Mr. Moeder explained that the spillway assessment identified that the existing spillway is nearing the end of its useful life and should be replaced within the next 10 years. He outlined the spillway capacity; historic spillway usage and flow rates; presented information regarding the Santiago Reservoir Watershed from precipitation data to probability analysis of spillway flows based on recurrence intervals. He further presented options for lowering the levels at Irvine Lake; seasonal interim operation plans; the potential response time for lake lowering; the cost impacts; and next steps to submit and implement an Interim Operation Plan and submit the plan to the DSOD.

Following discussion with the Board and staff, Director Swan made a MOTION, seconded by Withers, and unanimously carried (LaMar, Withers, Swan, Reinhart, and Matheis voting aye), **THE BOARD ACCEPTED AND APPROVED THE REPORT IN CONCEPT, AND THAT THE REPORT WILL BE FURTHER REVIEWED BY COMMITTEE WITH SUBSTANTIAL CHANGES, IF ANY, TO BE RESUBMITTED TO THE BOARD FOR FURTHER REVIEW.**

GENERAL MANAGER'S REPORT

General Manager Cook reported on the increased activity of cyber-attacks and phishing emails to the District within the past week. The Information Systems Department has held some very successful information training sessions for staff in learning to identify and avoid these potential threats. He indicated that it would be appropriate for the Board members to receive a similar opportunity for this training in the near future, as schedules allow.

OTHER BUSINESS (CONTINUED)

DIRECTORS' COMMENTS

Director LaMar reported on his attendance at the ACWA President and Vice President orientation and ACWA Strategic Planning.

Director Withers reported on his participation at the OCSD Board meeting and his attendance at the quarterly Southern California Water Coalition's meeting and luncheon in Ontario. He also commented that he will be participating in the VerdeXchange Conference in Los Angeles.

Director Swan reported on his trip to hear Leon Panetta at the Public Policy Institute of California in Sacramento; he also attended the MWDOC Board meeting, the OCWA Monthly Industry Insight meeting and luncheon, the WACO Planning Committee, and the California Association of Sanitation Agencies winter conference.

Director Reinhart reported on his attendance at the OCWD Water Issues Committee, and the quarterly Southern California Water Coalition's meeting and luncheon.

President Matheis reported on her attendance at the OC Forum's State of the County featuring Supervisor Lisa Bartlett; the quarterly Southern California Water Coalition's meeting and luncheon; and was able to witness Supervisor Wagner designate his appointees to various committees and commissions.

COMMUNITY UPDATES: None.

CLOSED SESSION

Legal Counsel Collins said that a Closed Session would be held this evening as follows:

CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Pursuant to Government Code Section 54956.9 (d)(4): initiation of litigation. (*One (1) potential case*).

OPEN SESSION

Following the Closed Session, the meeting was reconvened with Directors Matheis, Reinhart, Swan, Withers and LaMar present. Legal Counsel Collins reported that pursuant to Gov. C. Section 54957.1, the Board of Directors unanimously voted to initiate a legal action subject to certain conditions. The particulars of the case will be disclosed to any person upon inquiry once the action has been formally commenced unless doing so would jeopardize IRWD's ability to effectuate service of process or jeopardize IRWD's ability to conduct any settlement negotiations.

OTHER BUSINESS (CONTINUED)

ADJOURNMENT

There being no further business, President Matheis adjourned the meeting at 6:37 p.m.

APPROVED and SIGNED this 10th day of February, 2020.

President, IRVINE RANCH WATER DISTRICT

Secretary, IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

Claire Hervey Collins, Legal Counsel
Hanson Bridgett LLP

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February 10, 2020
Prepared by: J. Moeder / R. Mori
Submitted by: K. Burton
Approved by: Paul A. Cook 

CONSENT CALENDAR

IRVINE LAKE PIPELINE NORTH CONVERSION SANTIAGO HILLS
ZONE C+ RESERVOIR FINAL ACCEPTANCE

SUMMARY:

The Irvine Lake Pipeline (ILP) North Conversion Santiago Hills Zone C+ Reservoir project is complete. IRWD’s contractor for this project, Pascal & Ludwig Constructors, completed the required work and all punch list items. The project has received final inspection and acceptance of construction is recommended.

BACKGROUND:

The Irvine Lake Pipeline (ILP) North Conversion Project is part of the District’s strategic plan to increase recycled water usage and reduce reliance on imported water supplies by converting a significant portion of the ILP from untreated water service to recycled water service. As part of the project, a 2.4 million gallon (MG) buried concrete recycled water reservoir was constructed with a strainer facility. As a result of converting portions of the ILP from untreated water to recycled water, various improvements at the Rattlesnake Complex and Zone A-C booster pump station were also constructed.

The design was completed in June 2016, and Pascal & Ludwig Constructors was awarded the construction contract on August 10, 2016. The project duration extended beyond the original construction schedule due largely to two winters with above-average rainfall, the postponement of the Santiago Hills II development that prompted a major redesign effort during the initial stages of construction, and several unanticipated construction challenges that required extensive coordination efforts to resolve. Pascal & Ludwig Constructors completed construction in November 2019, and the project is ready for acceptance. The contract change order total for the project is \$2,513,120.70.

Project Title:	Irvine Lake Pipeline North Conversion Santiago Hills Zone C+ Reservoir Project
Project No.:	05407
Design Engineer:	Kleinfelder
Construction Management by:	IRWD Staff
Contractor:	Pascal & Ludwig Constructors
Original Contract Cost:	\$9,038,010.00

Final Contract Cost: \$11,551,130.70

Original Contract Days: 690

Final Contract Days: 1,279

Final Change Order Approved On: February 3, 2020

FISCAL IMPACTS:

The ILP North Conversion Project, which includes the reservoir and associated off-site pipelines, is receiving grant funding from the United States Department of Bureau of Reclamation and the State Water Resources Control Board. Reclamation funding, in the amount of \$300,000, is being provided through the Drought Resiliency Grant program with 75% IRWD matching requirements. The State Board is providing Proposition 1 Recycled Water Program grant funds, which will contribute up to a 35% match on eligible construction costs.

Project 05407 is included in the FY 2019-20 Capital Budget. The existing budget is sufficient to fund the final payment for the project.

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 November 3, 2015. Pursuant to State Guideline § 15073, the Initial Study/Mitigated Negative Declaration (IS/MND) was made available for public review for a period of 30 days from November 4, 2015 through December 3, 2015. The IS/MND was adopted by IRWD Board of Directors at its meeting on January 11, 2016. A Notice of Determination was filed with the Orange County Clerk/Recorder and the CA State Clearinghouse on January 12, 2016.

COMMITTEE STATUS:

This item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO ACCEPT CONSTRUCTION OF THE IRVINE LAKE PIPELINE NORTH CONVERSION SANTIAGO HILLS ZONE C+ RESERVOIR, PROJECT 05407, AUTHORIZE THE GENERAL MANAGER TO FILE A NOTICE OF COMPLETION, AND AUTHORIZE THE RELEASE OF RETENTION 35 DAYS AFTER FILING OF THE NOTICE OF COMPLETION.

LIST OF EXHIBITS:

None.

February 10, 2020
Prepared by: J. Corey / K. Welch
Submitted by: F. Sanchez / P. Weghorst
Approved by: Paul A. Cook 

CONSENT CALENDAR

ADDENDUM NO. 4 TO THE BAKER WATER TREATMENT PLANT PROJECT FINAL ENVIRONMENTAL IMPACT REPORT

SUMMARY:

IRWD proposes modifications to the drainage outfall system at the Baker Water Treatment Plant Project. These modifications are required to repair erosion below the concrete energy dissipating structure, to stabilize the tributary slopes, and to incorporate a drainage system to safely convey runoff from the outfall structure to Serrano Creek. Environmental review has been completed for the proposed modifications, and Addendum No. 4 to the Baker Water Treatment Plant Project Final Environmental Impact Report (FEIR) has been prepared. Staff recommends that the Board adopt Addendum No. 4, including the determinations set forth in the addendum, and authorize staff to post and file a Notice of Determination.

BACKGROUND:

In April 2011, the IRWD Board certified the Baker Plant FEIR. The FEIR analyzed the environmental effects of constructing and operating a potable water treatment facility at the location of the former Baker Filtration Plant in Lake Forest. The new Baker Plant, constructed in 2016, enhances water supply reliability in south Orange County by producing 28 million gallons of per day of potable water for the following agencies: El Toro Water District, Moulton Niguel Water District, Santa Margarita Water District, Trabuco Canyon Water District, and IRWD.

As part of the Baker Plant project, an outfall system was constructed to discharge emergency releases from the Baker Plant as well as storm runoff from the adjoining Serrano Summit residential neighborhood into an unnamed tributary of Serrano Creek. During the Baker Plant construction, a test flow was discharged through the outfall structure. After the test, IRWD inspected the outfall structure, the tributary, and the surrounding areas. The inspection confirmed that the outfall structure, outlet pipe, and Serrano Creek were not damaged. Significant erosion was noted in the tributary below the outfall structure.

Outfall System Improvements:

IRWD, Serrano Summit developer Lennar Corporation, Orange County Flood Control District, and Orange County Parks met to discuss appropriate measures for addressing the erosion issue. Modifications to the drainage outfall system were developed as a result of these discussions. The proposed modifications consist of five, five-foot high drop structures with stilling basins to convey flow from the concrete energy dissipating structure to a tributary near the confluence with Serrano Creek. The proposed improvements will terminate just past the main conveyance area. Riprap bank protection is proposed downstream of the trapezoidal channel section as the flow transitions to the natural channel banks of the tributary just upstream of the confluence with Serrano Creek. A map showing the location of the outfall is provided as Exhibit "A".

Addendum No. 4:

The proposed modifications require the adoption of Addendum No. 4 to the Baker Plant FEIR. Environmental consultants at Carlson Strategic Land Solutions have prepared Addendum No. 4 to the Baker Plant FEIR, pursuant to the California Environmental Quality Act (CEQA). The addendum was prepared with IRWD as the lead agency for the project. It analyzes the environmental impacts associated with constructing the improvements described above.

The proposed modifications to the Baker Plant project would not change the regulatory framework, impact discussion, mitigation measures, or significant conclusions as described in the FEIR. Environmental review has been completed for the proposed modifications to the Baker Plant Project as described above, and Addendum No. 4 to the FEIR has been prepared. Based on the information and analysis in the proposed Addendum No. 4, the Determination section of the addendum sets forth the proposed determinations by IRWD that no conditions described in CEQA calling for the preparation of a subsequent Environmental Impact Report (EIR) have occurred. A copy of Addendum No. 4 is provided as Exhibit "B".

FISCAL IMPACTS:

The cost for the environmental review of the proposed modification to the Baker Plant outfall structure is included in Project 10559 in the FY 2019-20 Capital Budget. The existing budget and Expenditure Authorization are sufficient at this time.

ENVIRONMENTAL COMPLIANCE:

Section 15164 of CEQA Guidelines provides for the preparation of an addendum to a previously certified EIR by a lead agency or a responsible agency if some changes or additions to the project are necessary but none of the conditions described in CEQA calling for preparation of a subsequent EIR have occurred. Based on the information and analysis in the proposed Addendum No. 4, the Determination section of the Addendum sets forth the proposed determinations by IRWD that none of such conditions have occurred.

COMMITTEE STATUS:

Addenda to EIRs are typically not taken to a Committee prior to submittal for Board approval.

RECOMMENDATION:

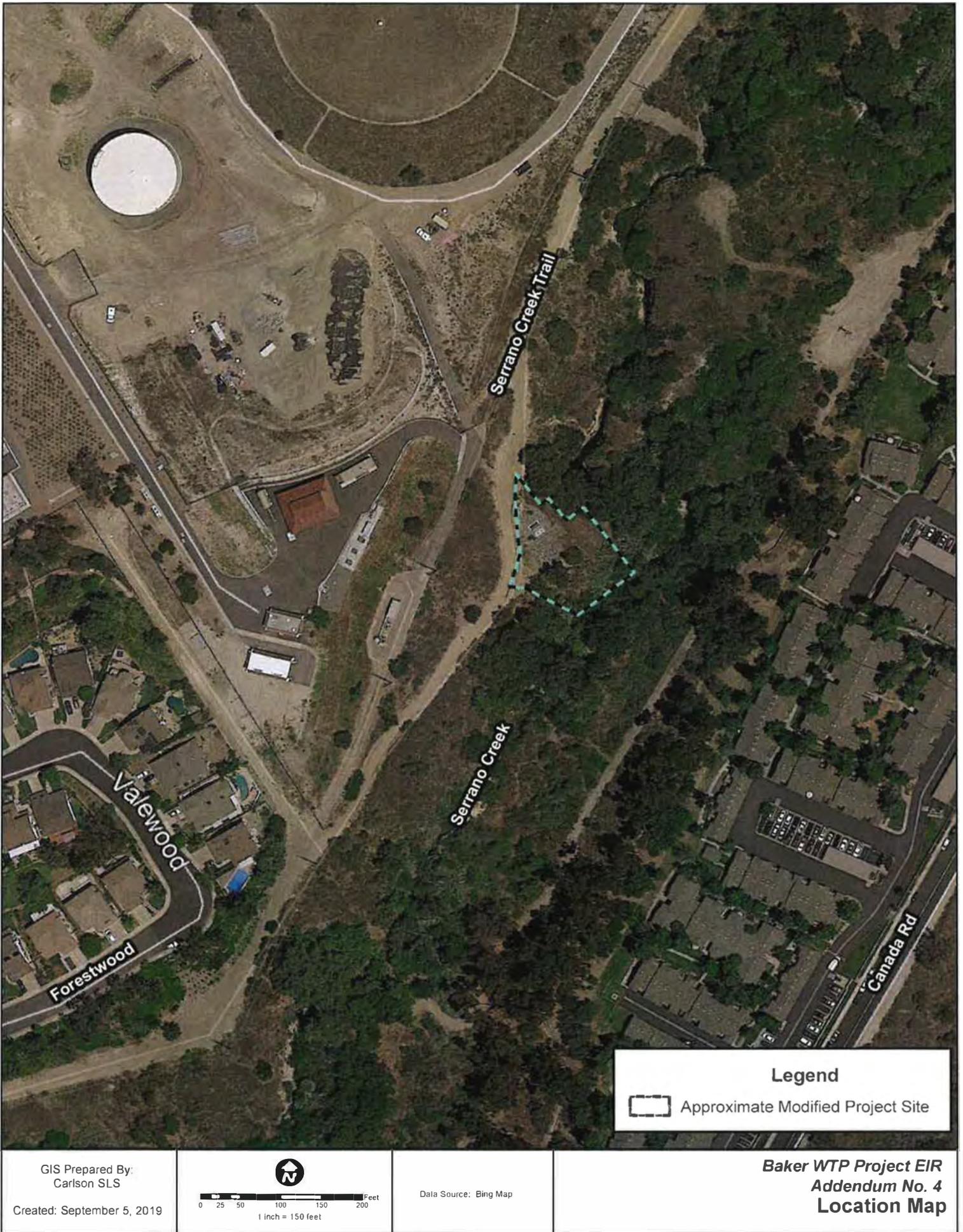
THAT THE BOARD ADOPT THE PROPOSED ADDENDUM NO. 4 TO THE BAKER WATER TREATMENT PLANT PROJECT FINAL ENVIRONMENTAL IMPACT REPORT, INCLUDING THE DETERMINATIONS SET FORTH IN ADDENDUM NO. 4, AND AUTHORIZE STAFF TO POST AND FILE A NOTICE OF DETERMINATION.

LIST OF EXHIBITS:

Exhibit "A" – Location Map

Exhibit "B" – Addendum No. 4 to the Baker Water Treatment Plant Project Final EIR

EXHIBIT "A"



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EXHIBIT "B"

***Addendum to the Environmental Impact Report
For the Baker Water Treatment Plant Project
(State Clearinghouse No. 2010051055)
Addendum No. 4***

***Prepared for:
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92619-7000***

***Prepared by:
Carlson Strategic Land Solutions
27134A Paseo Espada, Suite 323
San Juan Capistrano, California 92675***

January 2020

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SECTION 1.0 INTRODUCTION

1.1 Background

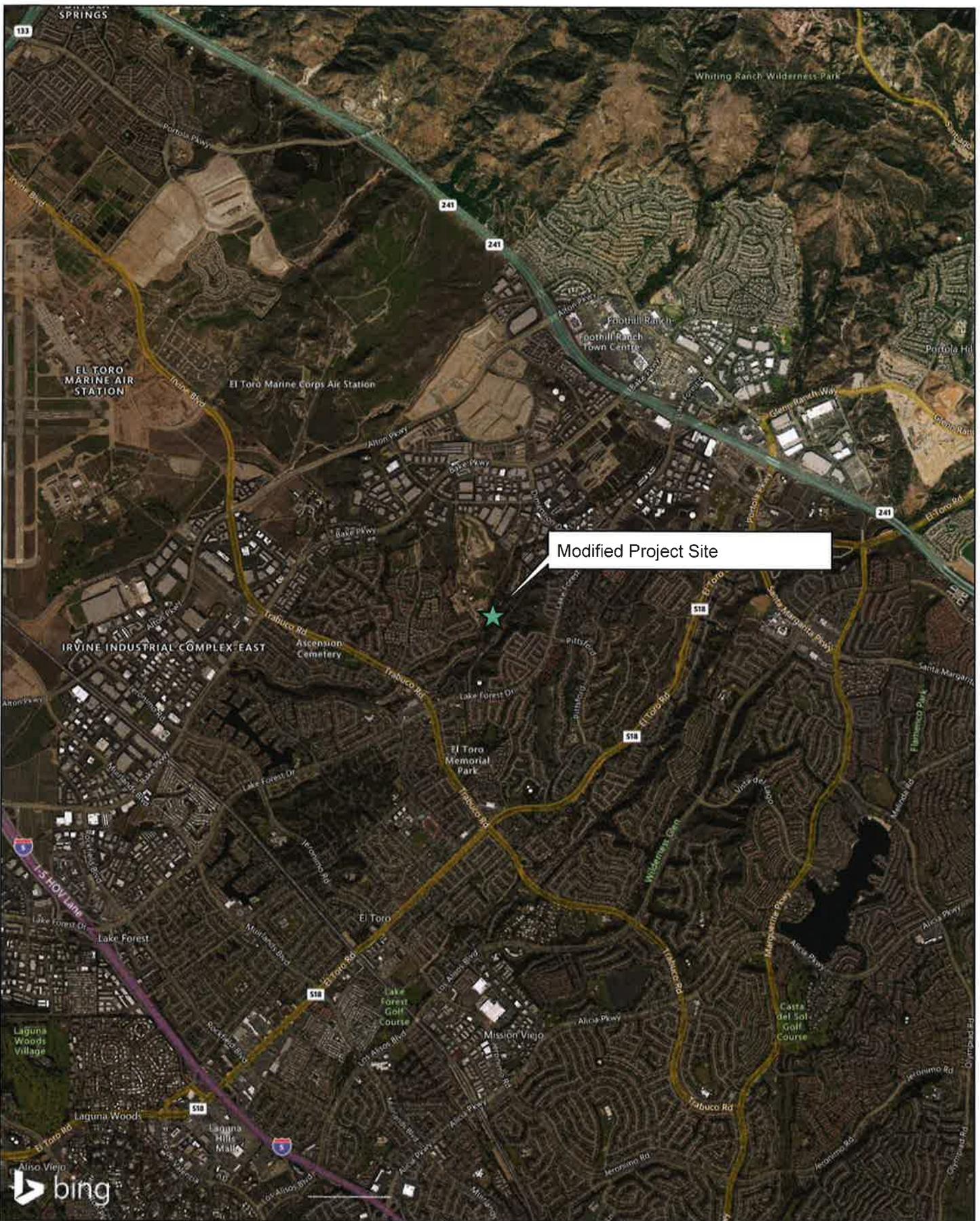
Irvine Ranch Water District proposes to modify the outfall system for the Baker Water Treatment Plant (Baker WTP) Project (Modified Project). The Baker WTP design included the construction of an outfall system that was designed to safely discharge emergency releases from the Baker WTP and storm runoff from the adjoining Serrano Summit residential neighborhood into a small existing unnamed tributary to Serrano Creek (Unnamed Tributary). Following a test discharge into the outfall system, IRWD conducted a field investigation and topographic survey of the outlet structure, the tributary to Serrano Creek, and the surrounding areas. The inspection and topographic mapping revealed erosion to the Unnamed Tributary below the concrete energy dissipator structure as a result of the test discharges. The concrete structure, outlet pipe system, and Serrano Creek showed no signs of any damage as a result of the test and associated erosion. The purpose of the Modified Project is to implement improvements to the Baker WTP outfall system below the concrete energy dissipator to repair the existing erosion, stabilize the tributary slopes, and incorporate a drainage system to safely convey runoff from the outfall system to Serrano Creek.

Plans for the Modified Project, as well as the Prior EIR and associated Addendums, are available for review during regular business hours at Irvine Ranch Water District located at 15600 Sand Canyon Avenue, Irvine, CA 92619-7000 or on IRWD's website, www.irwd.com.

1.2 Location and Surrounding Land Uses

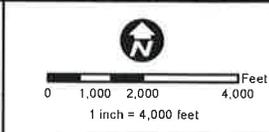
The Modified Project is located northeast of Valewood, west of Canada Road, and east of the Serrano Creek Trail in the City of Lake Forest, County of Orange, California. The Modified Project is within the *El Toro* U.S. Geological Survey 7.5-minute topographic map within Section 14, Township 6 south, and Range 8 west. Please refer to Figure 1 and Figure 2.

The area surrounding the Modified Project includes open space to the north and south; Serrano Creek to the east; and Serrano Creek Trail to the west. Access to the property is provided off the Serrano Creek Trail.



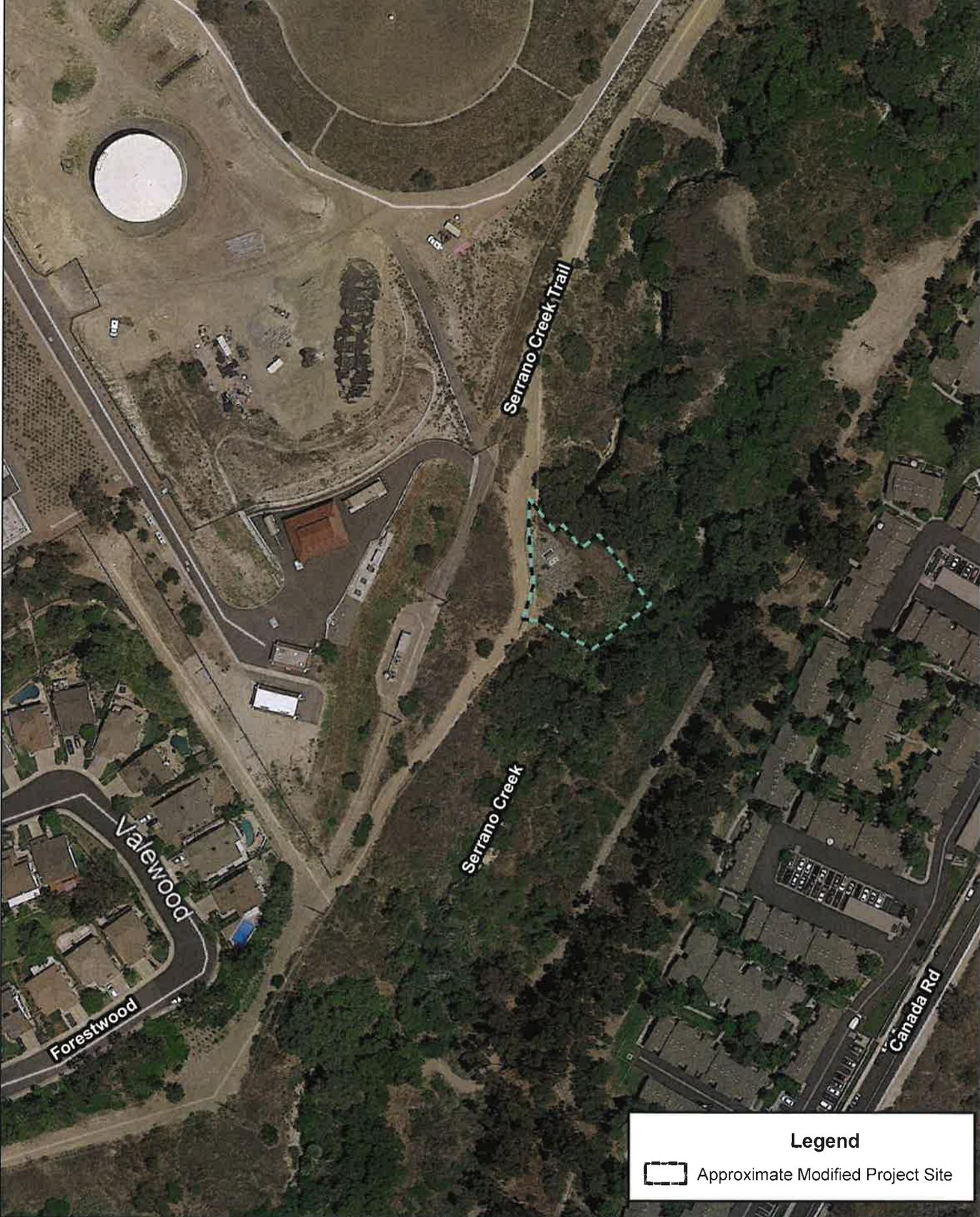
GIS Prepared By:
Carlson SLS

Created: September 5, 2019



Data Sources: Bing Maps

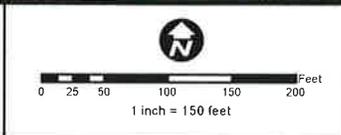
**Baker WTP Project EIR
Addendum No. 4
Regional Map**



Legend

Approximate Modified Project Site

GIS Prepared By:
Carlson SLS
Created: September 5, 2019



Data Source: Bing Map

**Baker WTP Project EIR
Addendum No. 4
Location Map**

1.3 Background and Site Existing Conditions

The Baker Water Treatment Plant (Baker WTP) is a joint regional project by five South Orange County water districts designed to increase water supply reliability to South County by increasing local treatment capability from multiple water supply sources. The completed project provides up to 28.1 million gallons per day (mgd) of drinking water. Baker WTP completed construction in late 2016 and was brought online in January 2017.

The Baker WTP design included the construction of an outfall system which was designed to safely discharge emergency releases from the Baker WTP and storm runoff from the adjoining Serrano Summit residential neighborhood into a small existing unnamed tributary to Serrano Creek. The outfall system included the construction of a reinforced concrete pipe storm drain (RCP) that discharged to a concrete impact basin energy dissipator structure (USBR Type IV). The end of the structure included a riprap lined section which discharged to the existing tributary.

The storm drain system and energy dissipator structure were designed to handle the peak overflow rate of 53.6 cubic feet per second (cfs) from the Baker WTP, plus an additional flow of 134.0 cfs from the adjacent Serrano Summit residential neighborhood. The 134.0 cfs for the 100-year storm event was obtained from the "Preliminary Hydrology Report, Multi-Use Development at Former IRWD site," prepared by Fuscoe Engineering dated March 2010 (Fuscoe 2010).

Prior to construction of the outfall system, the following Regulatory Permits were issued:

- U.S. Army Corps of Engineers (Corps File No. SPL-2013-00272-SME)
- California Department of Fish and Wildlife (Notification No. 1600-2011-0060-R5):
- Regional Water Quality Control Board (File No. 30-2011-07)
- U.S. Fish and Wildlife Service (FWS/CDFW – 14B0018-14CPA0403)

Environmental Science Associates (ESA) prepared a jurisdictional delineation incorporated into the Prior EIR documenting the impacts to jurisdictional waters and natural resources. Following the approval of the Prior EIR, Michael Baker International (MBI) prepared an updated delineation for the Regulatory Permit applications. The Regulatory Permits were issued by the Resource Agencies and authorized the construction of the existing outfall system.

On November 29, 2016, IRWD notified OC Parks of its intent to discharge through the recently constructed outfall structure as a test of the Baker WTP facility. The test discharge occurred December 1 and 2, 2016 for durations of five hours and eight hours, respectively, at a flow rate of about 43 cfs. During the discharge event, IRWD periodically monitored the flow and the condition of the outlet structure, the Unnamed Tributary to Serrano Creek and to the area around the outfall structure. Upon identification of erosion below the outlet structure, IRWD conducted a field investigation and topographic survey of the outlet structure, the Unnamed Tributary to Serrano Creek, and the surrounding areas. The inspection and topographic mapping revealed significant erosion to the Unnamed Tributary below the concrete energy dissipator structure as a result of the

test discharges. The concrete structure, outlet pipe system, and Serrano Creek showed no damage as a result of the test and associated erosion.

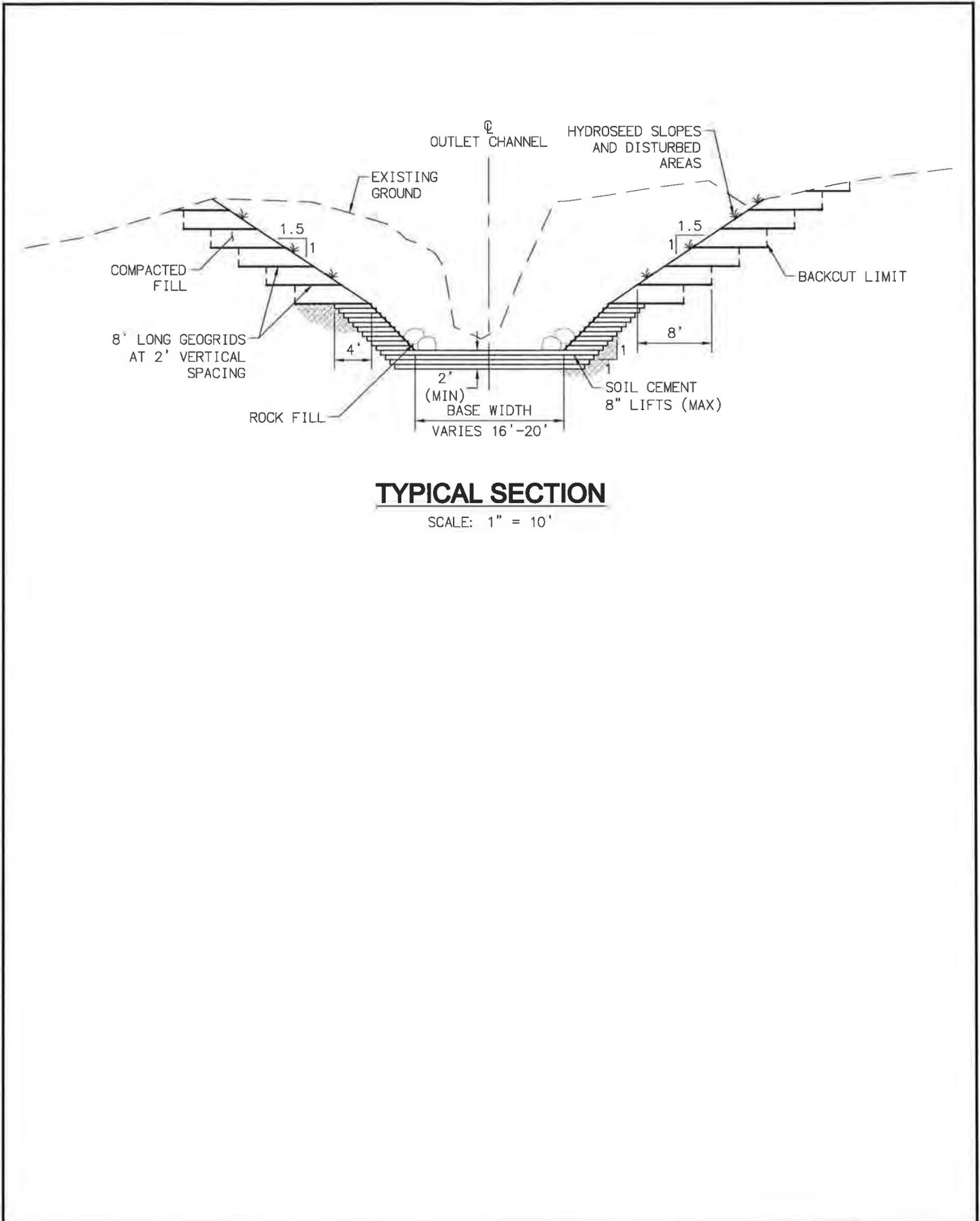
The northern and southern eroded banks of the Unnamed Tributary are nearly vertical and do not contain any riparian or native habitat, but rather consist of bare soil. Furthermore, the Unnamed Tributary is unvegetated streambed until further downstream where it is heavily vegetated with *Arundo* (*Arundo donax*), and downstream at the confluence with Serrano Creek, with Southern Sycamore Alder Riparian Woodland habitat. The top of bank of the Unnamed Tributary consists of oak trees with a ruderal understory.

The purpose of the Modified Project is to implement improvements to the Baker WTP outfall system below the concrete energy dissipator to repair the existing erosion, stabilize the tributary slopes, and incorporate a drainage system to safely convey runoff from the outfall system to Serrano Creek.

1.4 Proposed Modifications

The proposed changes associated with the Modified Project are summarized herein and collectively constitute the Modified Project.

The proposed modifications to the outfall system consist of a series of five, 5-foot high drop structures constructed of soil cement to convey discharge from the existing concrete energy dissipator structure to an Unnamed Tributary near the confluence with Serrano Creek. Each drop includes a stilling basin and end sill to force a hydraulic jump within the stilling basin. The proposed improvements would terminate just outside the main conveyance area with Serrano Creek at a location of existing naturally well-cemented sandstone material. Riprap bank protection is proposed downstream of the soil cement to transition the trapezoidal channel section to the natural channel banks of the tributary just upstream of the confluence with Serrano Creek. Above the soil cement on the banks of the tributary, geo-grid will extend back into the slope to increase stability. Soil will be placed over the geo-grid, and the area will be planted and seeded with native plant species. Figure 3 provides a plan view of the work area, and Figure 4 provides a typical cross-section of the proposed improvements.



TYPICAL SECTION
 SCALE: 1" = 10'

Figure 4: Cross Section

Source: Michael Baker International (10/30/2019).

1.5 Prior Environmental Documentation

Irvine Ranch Water District (IRWD), as Lead Agency, has reviewed and certified the following environmental documents prepared for the Baker WTP project. Consistent with Section 15150 of the CEQA Guidelines, the following environmental documents were used in the preparation of this Addendum and are incorporated herein by reference:

- Baker Water Treatment Plant Project Draft Environmental Impact Report, January 2011 (State Clearinghouse No. 2010051055).
- Baker Water Treatment Plant Project Final Environmental Impact Report, April 2011 (State Clearinghouse No. 2010051055).
- Baker Water Treatment Plant Project Final Environmental Impact Report Addendum No. 1, February 2012 (State Clearinghouse No. 2010051055).
- Baker Water Treatment Plant Project Final Environmental Impact Report Addendum No. 2, March 2013 (State Clearinghouse No. 2010051055).
- Baker Water Treatment Plant Project Final Environmental Impact Report Addendum No. 3, March 2018 (State Clearinghouse No. 2010051055).

These documents are available for review during regular business hours at Irvine Ranch Water District offices, 15600 Sand Canyon Avenue, Irvine, CA 92619-7000 or on IRWD's website, www.irwd.com.

1.6 Basis for an Addendum

Prior to approval of subsequent actions that constitute a "project" under CEQA, IRWD is required to determine whether the environmental effects of such actions are within the scope of prior environmental analysis, or whether additional environmental analysis is required. That decision is influenced by whether the subsequent actions require major revisions to the EIR due to new significant impacts or an increase the severity of previously identified significant impacts.

Under CEQA, the lead agency or a responsible agency shall prepare an addendum to a previously-certified EIR if some changes or additions are necessary to the prior EIR, but none of the conditions calling for preparation of a subsequent or supplemental EIR have occurred (Public resources Code § 21166; CEQA Guidelines §§ 15162, 15163, 15164). Once an EIR has been certified, no supplement or subsequent EIR shall be prepared unless the lead agency or responsible agency determines that one of the following conditions has been met:

- (1) Substantial changes are proposed in the project, or substantial changes occur with respect to the circumstances under which the project is undertaken, which require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects [*CEQA Guidelines* § 15162(a)(1)&(2)];

-
- (2) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
- a) The project will have one or more significant effects not discussed in the previous EIR;
 - b) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - d) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative [*CEQA Guidelines* § 15162(a)(3)].

IRWD has evaluated the potential environmental impacts of the proposed Modified Project against the criteria set forth in CEQA Guidelines §§ 15162, 15163, and 15164. IRWD, acting as the Lead Agency, has determined that substantial evidence throughout this Addendum supports the determination that the Modified Project would not have any reasonably foreseeable environmental consequences beyond that analyzed in the previously certified EIR (Prior EIR) and its associated administrative record, that none of the conditions listed above triggering preparation of a subsequent or supplemental EIR apply and that an Addendum to the Baker Water Treatment Plant Project Final Environmental Impact Report, April 2011 (State Clearinghouse No. 2010051055) is appropriate for the proposed Modified Project and related entitlements, and fully complies with CEQA, as described in Public Resources Code section 21166 and the *CEQA Guidelines*.

An addendum does not need to be circulated for public review, but rather can be attached to the Prior EIR (*CEQA Guidelines* § 15164(c)). IRWD will consider this Addendum and will make a decision regarding the Modified Project [*CEQA Guidelines* §15164(d)].

1.7 Summary of Findings

The Prior EIR concluded impacts from the Original Project would be less than significant with implementation of mitigation measures.

IRWD has determined that none of the conditions in Section 21166 of the Public Resources Code or Sections 15162, 15163 and 15164 of the State CEQA Guidelines calling for preparation of a subsequent or supplemental environmental impact report have occurred. In accordance with the analysis presented in Section 2.0 below, and pursuant to Section 21166 of the Public Resources Code and Section 15162 and 15164 of the *State CEQA Guidelines*, IRWD has determined that:

- 1) The Modified Project does not propose substantial changes that would require major revisions to the Prior EIR due to new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects; and

-
- 2) No substantial changes in circumstances have occurred that require major revisions to the Prior EIR due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
 - 3) No new information of substantial importance as described in Section 15162 (a)(3) has been identified that shows any of the following: a) The Modified Project will have one or more significant effects not discussed in the Prior EIR; b) Significant effects previously examined will be substantially more severe than shown in the Prior EIR; c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or d) Mitigation measures or alternatives which are considerably different from those analyzed in the Prior EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

SECTION 2.0 ANALYSIS OF POTENTIAL ENVIRONMENTAL IMPACTS ASSOCIATED WITH THE MODIFIED PROJECT

The Modified Project represents work in a small area of the overall project site analyzed in the Prior EIR. The work is confined to a limited area of the Unnamed Tributary to Serrano Creek and would not affect any other portion of the Baker WTP site. The topic areas presented in Appendix G of the CEQA Guidelines generally pertain to operational impacts and physical impacts. The Modified Project would not have any operational impacts since the project modifications pertain to improvements to an outfall system to minimize erosion and safely convey flows downstream. Therefore, there would be no change to the regulatory framework, impact discussion, mitigation measures, or significance conclusions for the operational topic areas, such as air quality, greenhouse gas, noise, public services, recreation, and traffic. Therefore, those topics are not analyzed in this Addendum.

Many of the topic areas that pertain to physical impacts also would not have any changes to the regulatory framework, impact discussion, mitigation measures, or significance conclusions. No changes to the aesthetics analysis would occur because the Modified Project is located in the bottom of the Unnamed Tributary and not visible from public right-of-way. No changes to Agricultural and Forestry Resources, Mineral Resources, and Land Use Planning would occur because the Modified Project is located in a small Unnamed Tributary and would not impact farmland, mineral resources, or conflict with land use and zoning designations. No changes to hazards and hazardous materials would occur because the Modified Project does not require the use or transport of hazardous materials. No changes to geology and soils would occur because the Modified Project pertains to modification of an outfall system to minimize erosion in the Unnamed Tributary and minimal earth movement would occur, and no habitable structures are associated with the implementation of the Modified Project. Therefore, topic areas such as Agricultural and Forestry Resources, Mineral Resources, Land Use and Planning, Geology and Soils, and Hazards and Hazardous Materials are not analyzed in this Addendum.

Since the Modified Project has the potential to impact Biological Resources, Cultural Resources, and Hydrology and Water Quality, those three topic areas are analyzed further in the following subsections.

2.1 Biological Resources

The Prior EIR (Prior EIR Chapter 3.4) concluded that impacts to biological resources for the Baker WTP were less than significant with mitigation. The analysis in the Prior EIR included an analysis of impacts to biological resources from the construction of the outfall system for Baker WTP. This section provides an analysis of potential impacts to biological resources from the proposed modification associated with the Modified Project to the outfall system based on the report, *Biological Assessment of Serrano Creek Outfall Structure located in the City of Lake Forest*, November 22, 2019, prepared by Carlson Strategic Land Solutions (CSLS).

2.1.1 Setting

A biological assessment of the Modified Project site was performed, and the vegetation communities observed are summarized in Table 1 below and on Figure 5.

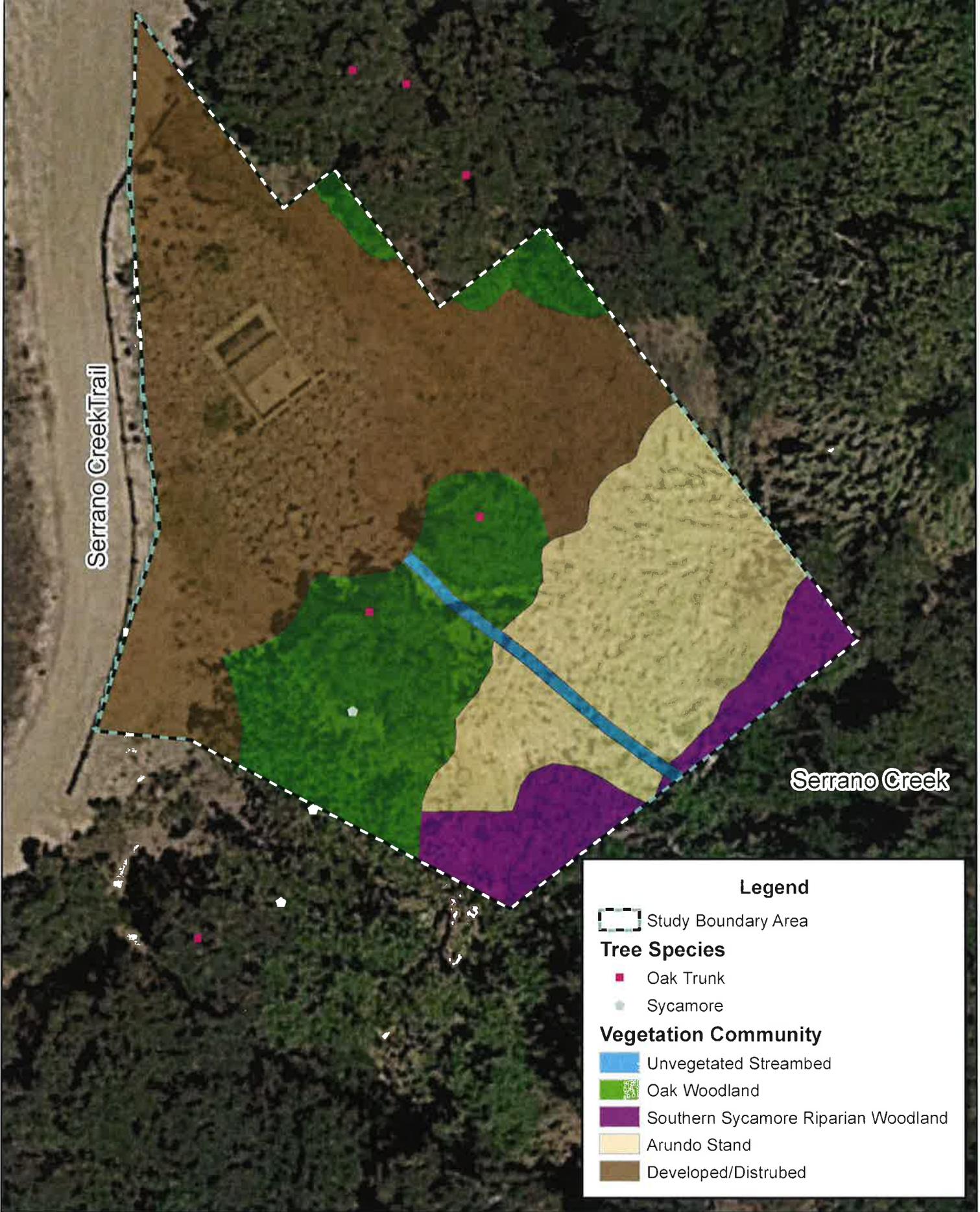
Table 1. Vegetation Community Observed within the Modified Project site

Vegetation Community	Acreage within the Modified Project site (acres)
Unvegetated Streambed	0.004
Oak Woodland	0.07
Southern Sycamore Alder Riparian Woodland	0.03
Arundo Stand	0.07
Disturbed/Developed ¹	0.17
TOTAL	0.344
Notes:	
1. Vegetation Community includes the existing Outfall Structure and associated riprap dissipation structure.	

Source: CSLS, 2019. Table 1.

The Modified Project site contains a single special-status vegetation type listed by the California Natural Diversity Database (CNDDDB) and California Department of Fish and Wildlife (CDFW), which includes the Southern Sycamore Alder Riparian Woodland. No sensitive wildlife species were observed during the July 30, 2019 field visit.

The Modified Project site is not located within any designated critical habitat. The closest designated critical habitat is coastal California gnatcatcher (*Polioptila californica californica* [CAGN]) and it is located an approximate 1.12 miles northwest of the Modified Project site.



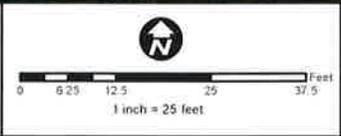
Serrano Creek Trail

Serrano Creek

Legend

-  Study Boundary Area
- Tree Species**
-  Oak Trunk
-  Sycamore
- Vegetation Community**
-  Unvegetated Streambed
-  Oak Woodland
-  Southern Sycamore Riparian Woodland
-  Arundo Stand
-  Developed/Disturbed

GIS Prepared By:
Carlson SLS
Created: October 29, 2019



Data Source: Google Earth (06/2018)

*Baker WTP Project EIR
Addendum No. 4
Vegetation Mapping*

Jurisdictional Waters of the United States and Waters of the State are present within the Modified Project site. The existing concrete and riprap outfall system encompasses an area of 0.07 acres. Following construction of the outfall system, a test release from Baker WTP resulted in erosion of the downstream northern and southern banks of the Unnamed Tributary. The northern and southern eroded banks of the Unnamed Tributary are nearly vertical and do not contain any riparian or native habitat, but rather consist of bare soil. Furthermore, the Unnamed Tributary is an unvegetated streambed until farther downstream where it is heavily vegetated with *Arundo* (*Arundo donax*), and downstream at the convergence with Serrano Creek, with Southern Sycamore Alder Riparian Woodland habitat. The top of bank of the Unnamed Tributary consists of oak trees with a ruderal understory.

The following Table 2 summarizes the jurisdictional waters within the Modified Project site. The limits of jurisdictional waters are shown graphically on Figure 6.

Table 2. Jurisdictional Waters within the Modified Project Site

Drainage	Waters of the United States	Waters of the State ¹
Unnamed Tributary	0.005 ac ² / 129 LF	0.30 ac ² / 156 LF
1. A total of 0.003 acres of the Waters of the State include the Concrete Outfall Structure. 2. Jurisdictional limits remain the same as presented in the MBI Jurisdictional Delineation, prepared for the Regulatory Permits.		

Source: CSLS, 2019, Table 2.

2.1.2 Summary of Potential Impact

The proposed Modified Project will cause permanent and temporary impacts to vegetation communities. The following Table 3 summarizes those impacts to vegetation communities.

Table 3. Approximate Acreage of Impacts to Vegetation Communities within the Modified Project Site

Vegetation Community	Existing Vegetation onsite (acres)	Total Permanent Impacts (acres)	Total Temporary Impacts (acres)	Avoided (acres)
Unvegetated Streambed	0.004	0.003	0.00	0.001
Oak Woodland	0.07	0.05 ¹	0.00	0.02
Southern Sycamore Alder Riparian Woodland	0.03	0.001	0.01	0.019
Arundo Stand ²	0.07	0.07	0.00	0.00
Disturbed/Developed ³	0.17	0.10	0.00	0.07
TOTAL	0.344	0.224	0.01	0.11

Notes:

¹Impacts to Oak Woodland consist of impacts to two oak trees.

²All of the Arundo Stand within the Modified Project site shall be removed.

³Vegetation Community includes the existing Outfall Structure and riprap associated with the dissipation structure.

Source: CSLS, 2019, Table 3.

Of the total 0.234 acres of permanent and temporary impacts, 0.17 acres of permanent impacts to non-native vegetation within the Modified Project site are not considered significant because the habitats are common in the Project Vicinity, have minimal or no habitat value, or are invasive

species. Furthermore, these impacts do not represent CNDDDB, or State sensitive plant communities. In addition, many of these areas within the Modified Project site exhibit high level of disturbance.

The original construction of the outfall system included the following authorized jurisdictional impacts as outline within the issued Regulatory Permits within the Unnamed Tributary.

- 0.006 acres Permanent Impacts to Waters of the United States
- 0.047 acres Permanent Impacts to Waters of the States and associated Riparian Vegetation
- 0.029 acres Temporary Impacts to Waters of the States and associated Riparian Vegetation



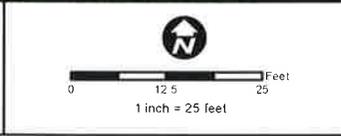
Serrano Creek Trail

Serrano Creek

Legend

-  Approximate Study Area Boundary
- Jurisdictional Waters**
-  Waters of the United States
-  Waters of the State Limit

GIS Prepared By:
Carlson SLS
Created: October 29, 2019



Data Source: Google Earth (06/2018)
MBI Jurisdictional Delineation

Baker WTP Project EIR
Addendum No. 4
Jurisdictional Delineation

Since portions of the proposed improvements to the outfall system are located in an area that was previously disturbed through authorization of Regulatory Permits for the installation of the existing outfall system, the overlap of jurisdictional impacts between the previously authorized impacts and the additional impacts associated with the improvements to the outfall system are not included within the acreage of additional impacts to jurisdictional waters summarized in Table 4 and depicted on Figure 7.

Table 4. Impacts to Jurisdictional Waters within the Modified Project Site Beyond the Previously Authorized Impacts

Drainage	Temporary	Permanent	LF
Waters of the United States			
Unnamed Tributary	0.00 ac	0.003 ac	73 LF
Waters of the State			
Unnamed Tributary	0.01 ac	0.18 ¹ ac	84 LF
<i>Notes:</i>			
<i>1. Of the total 0.18 acres of permanently impacts Waters of the State, a total of 0.07 acres is the removal of the Arundo Stand to enhance the area and remove invasive species.</i>			

Source: CSLS, 2019, Table 4.

The impacts to jurisdictional waters would primarily consist of unvegetated streambed habitat, the Arundo Stand, two oak trees, and one sycamore tree found on the top of the banks of the Unnamed Tributary. Of the total 0.18 acres of permanently impacted Waters of the State, the impacts include the following vegetation communities:

- 0.003 acres of unvegetated streambed;
- 0.05 acres of Oak woodland, specifically the removal of two oak trees;
- 0.001 acres of Southern Sycamore Alder Riparian Woodland;
- 0.07 acres of invasive Arundo Stand; and
- 0.056 acres of disturbed/developed.

No wetlands would be impacted. Furthermore, impacts to disturbed/developed, the Arundo Stand, and unvegetated streambed, which consists of no vegetation or scattered tree tobacco, are not considered significant due to the lack of biological habitat value and the impacts provide a biological benefit through the removal of invasive species.



Legend

- Approximate Study Area
- Proposed Outfall Structure Design

Previous Authorized Impacts

- Corps/Regional Board/CDFW (Permanent Impact) - 0.006 ac
- CDFW Riparian Vegetation (Permanent Impact) - 0.047 ac
- CDFW Riparian Vegetation (Temporary Impact) - 0.029 ac

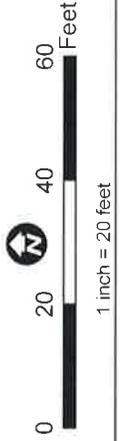
Jurisdictional Impacts

- Waters of the United States Permanent Impacts (0.003 ac)
- Waters of the State Temporary Impacts (0.01 ac)
- Waters of the State Permanent Impacts* (0.18 ac)

*Note: Of the total 0.18 acres permanently impacted, a total of 0.07 acres consists of the removal of the Arundo Stand for enhancement activities.

GIS Prepared By:
Carlson SLS
Created October 14, 2019

Data Source: Google Earth (2018)
Grading Plans (MB): 05-23-2019
Field Visit (07-30-2019)



2.1.3 Applicable Mitigation Measures

Of the total 0.234 acres of permanent and temporary impacts, 0.054 acres of permanent impacts and 0.01 acres of temporary impacts occur to native vegetation. The areas of temporary impacts shall be restored to the pre-construction conditions and re-seeded with a native seed mix, such as riparian woodland and coastal sage scrub, to prevent erosion and invasive growth. The 0.054 acres of permanent impacts to native vegetation would be mitigated by revegetating with a native plant palette post construction as specified in California Department of Fish and Wildlife Notification of Lake or Streambed Alteration No. 1600-2011-0060-R5, and **Mitigation Measure BIO-7** from the Prior EIR, which references consultation with CDFW. With the proposed construction activities, 0.07 acres of arundo would be removed within the Modified Project site providing restoration and enhancement of the Unnamed Tributary and Serrano Creek. Furthermore, a total of 0.04 acres of native vegetation is being avoided. With the arundo removal and avoidance of native habitat, any potential impacts would be mitigated to a less than significant level and consistent with the conclusions presented in the Prior EIR and subsequent Addendums.

Both the permanently impacted non-native vegetation and native vegetation provide habitat for nesting and foraging birds. Since the Modified Project site contains suitable habitat for nesting and foraging bird species, **Mitigation Measure BIO-3 and Mitigation Measure BIO-4** from the Prior EIR shall be implemented if vegetation removal and/or construction work is to be done during the typical avian breeding season. A qualified biologist shall conduct a nesting bird survey, which includes surveying for coastal cactus wren (*Campylorhynchus brunneicapillus*), coastal California gnatcatcher, Least Bell's Vireo (*Vireo bellii pusillus*), and to identify any potential nesting activity within 5 days before start of construction.

Furthermore, **Mitigation Measure BIO-7**, specific to the original construction of the outfall system, requires avoidance to sensitive native habitats within and surrounding Serrano Creek. The Mitigation Measure requires installation of construction boundaries by flagging or temporary fencing. As outlined within Mitigation Measure BIO-7, the impacted Southern Sycamore Alder Riparian Woodland, shall be restored or enhanced at a ratio based on the quality of habitat affected. Since the impacts to Southern Sycamore Alder Riparian Woodland consists of 0.001 acres of permanent impacts, the removal of the 0.07 acres of arundo substantially exceeds the mitigation ratio of 1:1 and mitigates the impacts to a less than significant level.

Mitigation Measure BIO-3, BIO-4, and BIO-7, contained in the Prior EIR and as outlined below, would be applicable to the Modified Project and would mitigate potential impacts to native vegetation, sensitive riparian vegetation, and nesting birds, to a less than significant level. No new mitigation measures are required.

***Mitigation Measure BIO-3:** A preconstruction nest survey shall be conducted if construction and/or ground disturbing activities will commence between February 15 and August 15. To avoid impacts to native nesting birds, including coastal cactus wren, coastal California gnatcatcher, and least Bell's vireo, IRWD and/or its contractors shall retain a qualified biologist to conduct breeding bird surveys in potential nesting habitat within and adjacent to all project sites prior to construction or site preparation activities. Potential*

nesting habitat may include grassy and weedy areas, as well as shrubs and trees. Suitable nesting habitat in the vicinity of proposed disturbance areas shall be determined by the qualified biologist. The qualified biologist shall conduct a nest survey within five days of ground disturbance activities associated with construction, (such as site clearing, grading, or excavation) to determine if active nests of bird species protected by the Migratory Bird Treaty Act (MBTA) or the California Fish and Game Code are present in the construction zone or within a distance determined by CDFG or the qualified biologist.

If ground disturbance activities are delayed, additional pre-construction surveys will be conducted such that no more than five days will have elapsed between the last survey and the commencement of ground disturbance activities. Surveys shall include examination of trees, shrubs, and the ground within grassland for nesting birds, as several bird species known to occur in the area are shrub or ground nesters.

Mitigation Measure BIO-4: *If active nests are found during surveys conducted in accordance with Mitigation Measure BIO-3, then the qualified biologist shall determine whether construction activities have the potential to disturb the nest(s) and determine appropriate construction limitations, which may include but are not limited to erection of sound barriers, fulltime monitoring by a qualified biologist, or establishment of no-construction buffers (usually 300 ft for nesting song birds and 500 ft for nesting raptors and special-status bird species). In addition, the qualified biologist shall serve as a construction monitor during those periods when construction activities will occur near active nest areas to ensure no inadvertent impacts to the nest occur. If necessary, limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or other appropriate barriers; and construction personnel shall be instructed on the sensitivity of nest areas.*

The results of the survey, and any avoidance measures taken, shall be submitted to IRWD within 30 days of completion of the pre-construction surveys and construction monitoring to document compliance with applicable state and federal laws pertaining to the protection of native birds.

Mitigation Measure BIO-7: *During construction of the emergency overflow facility and associated rip rap, the construction contractor shall take measures to avoid impacts to sensitive riparian habitat within and surrounding Serrano Creek where feasible, such as installing construction impact boundaries marked by flagging or temporary fencing. If avoidance is not feasible, negative impacts to sensitive riparian habitat shall be mitigated at ratios based on the quality of habitat affected. In general, sensitive riparian habitat, such as Southern Sycamore Alder Riparian Woodland, shall be restored or enhanced at a ratio as determined in consultation with CDFG.*

In addition to the mitigation measures presented above, the Prior EIR included measures specific to impacts to jurisdictional waters. **Mitigation Measures BIO-6, BIO-7, BIO-8, and BIO-9** from the Prior EIR include best management practices through erosion control measures, temporary fencing or flagging construction limits, construction work occurring during dry season periods,

and obtaining the appropriate Regulatory Permits. With the adherence to **Mitigation Measures BIO-6, BIO-7, BIO-8, and BIO-9**, as outlined below from the Prior EIR, potential impacts to jurisdictional waters and associated riparian habitat would be mitigated to less than significant level and no new mitigation measures are required.

Mitigation Measure BIO-6: *IRWD shall require construction contractors to implement the following measures during construction of the Baker WTP and the sewer pipeline:*

- *The construction contractor shall install temporary erosion control measures around drains to reduce localized impacts to Serrano Creek in the area of the project and protect onsite drainages from excess sedimentation, siltation, and erosion. These measures shall consist of the installation of silt fencing, coirs, berms, and dikes to protect storm drain inlets and drainages.*
- *No changing of oil or other fluids, or discarding of any trash or other construction waste materials shall occur on the project site. Vehicles carrying supplies, such as concrete, shall not be allowed to empty, clean out, or otherwise place materials into natural areas on or immediately adjacent to the site.*
- *Any equipment or vehicles driven and/or operated within or adjacent to onsite drains shall be checked and maintained daily, to prevent leaks of materials that if introduced to Serrano Creek could be deleterious to aquatic life. No equipment maintenance shall be conducted near onsite drains.*

Mitigation Measure BIO-7: *is outlined above.*

Mitigation Measure BIO-8: *Construction activities within Serrano Creek shall be limited to dry season periods to avoid wet weather flow conditions in the creek bed.*

Mitigation Measure BIO-9: *No activities shall occur within Serrano Creek until appropriate permits have been obtained from the US Army Corps of Engineers, Regional Water Quality Control Board, and/or California Department of Fish and Game.*

2.1.4 Conclusion

The proposed improvements to the outfall system have been designed to minimize impacts to native vegetation and the identified jurisdictional features found onsite to the extent feasible. Because complete avoidance cannot occur, amendments to the original Regulatory Permits will be required to authorize additional impacts to the jurisdictional features prior to construction activities.

The Modified Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified impacts presented in the Prior EIR and subsequent Addendums. While the proposed improvements do include additional impacts, the impacts are minor in nature and are not more severe than those analyzed within the Prior EIR and are sufficiently mitigated through compliance with the Mitigation Measures presented in the Prior EIR.

2.2 Cultural Resources

The Prior EIR (Prior EIR Chapter 3.5) concluded that impacts to cultural resources for the Baker WTP were less than significant with mitigation. The analysis in the Prior EIR included an analysis of impacts to cultural resources from the construction of the outfall system for Baker WTP. This section provides an analysis of potential impacts to cultural resources from the proposed modification to the outfall system.

2.2.1 Setting

The Prior EIR included archaeological and paleontological record searches and field inspections. The area surrounding the Baker WTP has shown a potential for archaeological/cultural and paleontological resources, which was identified as a potentially significant impact. Mitigation measures were included to reduce the potential impacts to less than significant.

2.2.2 Summary of Potential Impact

The Modified Project will include minor grading associated with the installation of geo-grid to stabilize the upper portion of the banks of the Unnamed Tributary, above the proposed soil cement. The geo-grid installation will require minor earthwork to remove soil, lay the geo-grid fabric, and replace the soil on top. During the earth movement within native soil, the potential exists for impacts to archeological and paleontological resources. The potential for impacts is the same as with the construction of the Baker WTP and the existing outfall structure.

2.2.3 Applicable Mitigation Measures

The following mitigation measures presented in the Prior EIR remain applicable to the Modified Project. The following five mitigation measures only apply when earthwork is taking place in native soil. With implementation of the following mitigation measures, impacts would remain less than significant.

Mitigation Measure CUL-1: Archaeological Monitoring. *Prior to the start of any earth-moving activity, an archaeological monitor shall be retained by the IRWD to monitor ground-disturbing activities associated with the construction of the treated water pipelines and the Serrano Creek sewer pipeline, including but not limited to grading, excavation, brush clearance and grubbing. The monitor shall be, or shall work under the supervision of, a qualified archaeologist, defined as an archaeologist meeting the Secretary of the Interior's Standards for professional archaeology (Department of the Interior, 2010). The duration and timing of monitoring shall be determined by the qualified archaeologist in consultation with the IRWD and based on the grading plans. Initially, all ground-disturbing activities shall be monitored. However, the qualified archaeologist, based on observations of soil stratigraphy or other factors, and in consultation with IRWD, may reduce the level of monitoring as warranted. In the event that cultural resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Due to the sensitivity of the project area for Native American resources, at least one Native American monitor may, if requested, also monitor*

ground-disturbing activities in the project area. The monitor(s) shall be selected from amongst the Native American groups identified by the Native American Heritage Commission as having affiliation with the project area.

Mitigation Measure CUL-2: *Unanticipated Discovery. During construction of all project components, if a cultural resource is encountered, construction activities shall be redirected away from the immediate vicinity of the find until it can be evaluated by a qualified archaeologist. If the find is determined to be potentially significant, the archaeologist, in consultation with the IRWD and appropriate Native American group(s) (if the find is a prehistoric or Native American resource), shall develop a treatment plan. Construction activities shall be redirected to other work areas until the treatment plan has been implemented or the qualified archaeologists determines work can resume in the vicinity of the find.*

Mitigation Measure CUL-3: *Paleontological Mitigation and Monitoring Plan. Prior to the start of any earthmoving activity, IRWD shall retain an Orange County Certified Paleontologist. The Paleontologist shall prepare a Paleontological Mitigation and Monitoring Plan that provides for the treatment of paleontological resources in accordance with the mitigation guidelines for areas of high potential outlined by the SVP. The mitigation and monitoring plan shall address pre-construction salvage and reporting; pre-construction contractor sensitivity training; procedures for paleontological resources monitoring; microscopic examination of samples where applicable; the evaluation, recovery, identification, and curation of fossils, and the preparation of a final mitigation report.*

Mitigation Measure CUL-4: *Paleontological Monitoring. All earth moving activities in the Oso Sand Member of the Capistrano Formation and the Silverado Formation shall be monitored full time, unless the paleontologist determines that sediments are previously disturbed or there is no reason to continue monitoring in a particular area due to other depositional factors, which would make fossil preservation unlikely or deemed scientifically insignificant. If it becomes apparent to the paleontologist that bedrock will not be impacted in an area, monitoring may be suspended temporarily until bedrock is impacted again. Spot-checking by the paleontologist will be allowed to determine if bedrock is being impacted. If impacts to bedrock resume, full-time monitoring will resume. In the event fossils are exposed during earth moving, construction activities shall be redirected to other work areas until the procedures outlined in the Paleontological Mitigation and Monitoring Plan have been implemented or the paleontologist determines work can resume in the vicinity of the find.*

Mitigation Measure CUL-5: *If human remains are encountered unexpectedly during construction excavation and grading activities, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the*

remains are determined to be of Native American descent, the coroner has 24 hours to notify the NAHC. The NAHC will then identify a Most Likely Descendent (MLD), of the deceased Native American, who will provide recommendations as to the future disposition of the remains. Per Public Resources Code 5097.98, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices and taking into account the possibility of multiple human remains, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred with the MLD, as prescribed in this section (PRC 5097.98).

2.2.4 Conclusion

The implementation of the Modified Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified impacts presented in the Prior EIR and subsequent Addendums. While the proposed improvements do include the potential for impacts, the impacts are minor in nature and are not more severe than those analyzed within the Prior EIR and are sufficiently mitigated through compliance with the Mitigation Measures presented in the Prior EIR.

2.3 Hydrology and Water Quality

The Prior EIR (Prior EIR Chapter 3.8) concluded that impacts to Hydrology and Water Quality for the Baker WTP were less than significant with mitigation. The analysis in the Prior EIR included an analysis of hydraulic impacts associated with the construction of the outfall system for Baker WTP. This section provides an analysis of potential impacts to Hydrology and Water Quality from the proposed modification to the outfall system.

2.3.1 Setting

The Baker WTP Project included the construction of an emergency overflow system which was designed to safely discharge water from Baker WTP and Serrano Summit residential community. The outfall system was designed to discharge to an Unnamed Tributary to Serrano Creek. The outfall system included the construction of a reinforced concrete pipe storm drain (RCP) that discharged to a concrete impact basin energy dissipator structure (USBR Type IV). The end of the structure included a riprap lined section, which discharged to the existing Unnamed Tributary.

The storm drain and energy dissipator structure were designed to handle the peak overflow rate of 53.6 cubic feet per second (cfs) from the Baker WTP, plus an additional flow of 134.0 cfs from the adjacent Serrano Summit development. The 134.0 cfs for the 100-year storm event was obtained from the “*Preliminary Hydrology Report, Multi-Use Development at Former IRWD site,*” prepared by Fuscoe Engineering dated March 2010 (Fuscoe 2010) included within the Prior EIR.

On December 1 and 2, 2016 a test discharge from Baker WTP occurred through the outfall system for durations of five hours and eight hours, respectively, at a flow rate of about 43 cfs. During the

discharge event, periodic monitoring occurred of the flow and the condition of the outfall structure, the Unnamed Tributary to Serrano Creek and to the area around the outfall structure. Upon identification of erosion below the outlet structure, IRWD conducted a field investigation and topographic survey of the outfall structure, the Unnamed Tributary to Serrano Creek, and the surrounding areas. The inspection and topographic mapping revealed significant erosion to the Unnamed Tributary below the concrete energy dissipator structure as a result of the test discharges.

The concrete structure, outlet pipe system, and Serrano Creek showed no damage as a result of the test and associated erosion. Downstream of the structure, the Unnamed Tributary eroded from the outfall to near elevation 511 feet at the confluence with Serrano Creek. The flowline of Serrano Creek adjacent to the confluence with the Unnamed Tributary is at an elevation of approximately 505 feet, and the distance from the concrete structure to the centerline of Serrano Creek is approximately 115 feet.

Q3 Consulting and Michael Baker International (MBI) prepared the report, *Serrano Creek Outfall Modifications Design Report*, September 16, 2019, which analyzed alternative design solutions to modify the outfall structure to address the erosion that occurred during the test discharge.

2.3.2 Summary of Potential Impact

Based on a series of hydrology studies, the following Table 5 summarizes the proposed flows to the outfall structure.

Table 5. Serrano Summit Hydrology (MBI 2019)

Storm Event	Peak Discharge	Storm Volume
2-year	35.4 cfs	7.6 ac-ft
10-Year	74.0 cfs	18.9 ac-ft
100-Year	89.3 cfs	25.5 ac-ft

Source: MBI & Q3 Consulting, 2019, Table 2-1.

A HEC-RAS hydraulic model was prepared for the Modified Project to document the performance of the outfall system with the proposed modifications. The model extended from the concrete structure to the confluence with Serrano Creek.

The results of the hydraulic analysis indicate that the proposed improvements are effective in adequately conveying the design discharges and minimizing the flow velocity at the confluence with Serrano Creek. The stilling basins and end sills produce the desired hydraulic jump within each of the stilling basins. Flow velocities generally range from 10 to 18.5 feet per second (fps) over the drop reaches, and from 2 to 5.6 fps in the stilling basins. The velocities at the confluence with Serrano Creek were identified to range from approximately 6.7 to 8.7 fps for the 2- and 10-year storm events without a downstream tailwater condition and are less than 1 fps in the 100-year storm event with the high downstream tailwater depth. Those velocities are shown to be non-erosive and therefore, impacts would be less than significant.

The Prior EIR analyzed potential impacts to water quality and determined that during construction compliance with SWPPP Best Management Practices (BMPs) and other federal and state

regulations would ensure impacts would be less than significant. The same regulations apply to the Modified Project; therefore, the conclusions would also remain the same.

A Water Quality Management Plan (WQMP) has been prepared for both the Baker WTP and Serrano Summit residential development, which reduces potential water quality impacts to less than significant. The Modified Project would not change either of those WQMPs. Since the Modified Project only represents structures to safely convey storm flows, no new water quality impacts would occur.

2.3.3 Applicable Mitigation Measures

None required.

2.3.4 Conclusion

The proposed modifications would not result in a new significant impact or substantially increase the severity of a previously identified significant impact in the Prior EIR. No mitigation is required and impacts to hydrology and water quality would remain less than significant.

SECTION 3.0 SUMMARY OF ENVIRONMENTAL EFFECTS

The Modified Project would not change the biological analysis included in the Prior EIR. The Modified Project would not cause impacts to sensitive species or habitats. The Prior EIR determined impacts to biological resources would be less than significant with mitigation. Mitigation Measures **MM BIO-3, BIO-4, BIO-6, BIO-7, BIO-8, and BIO-9** remain applicable as presented in the Prior EIR to reduce potential impacts to biological resources to less than significant. No new impacts or intensification of previously identified impacts would occur with the Modified Project. Impacts remain less than significant with implementation of the same mitigation measures as presented in the Prior EIR.

The Modified Project does not cause any new or more severe short-term or long-term significant impacts. No new mitigation measures are required as a result of the Modified Project and the conclusions presented in the Prior EIR remain unchanged.

The Modified Project would not change the permitted land uses, extent of construction activities, or intensity of development. Therefore, the short-term construction impacts and long-term operational impacts would remain consistent with the analysis provided in the Prior EIR. There would be no changes to the analysis or conclusions regarding cumulative impacts as a result of the Modified Project. The findings of significance presented in the Prior EIR would remain without change and without intensification as a result of the Modified Project.

The changes associated with the Modified Project are minor. They include modifying the design of an outfall system to reduce and minimize long-term erosion in an Unnamed Tributary to Serrano Creek. No new impacts or more severe impacts to human beings, either directly or indirectly, would occur as a result of the Modified Project.

SECTION 4.0 REFERENCES

Carlson Strategic Land Solutions (CSLS), 2019. Biological Assessment of Serrano Creek Outfall Structure located in the City of Lake Forest. Prepared for Irvine Ranch Water District, November 22, 2019.

Michael Baker International (MBI) & Q3 Consulting, 2019. Serrano Creek Outfall Modifications Design Report. Prepared for Irvine Ranch Water District, September 16, 2019.

SECTION 5.0 DETERMINATION

Section 15164(a) of the CEQA Guidelines states the following:

The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

The proposed modifications to the original Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Furthermore, new information associated with the proposed modification to the outfall structure does not indicate that: the Project will have one or more significant effects not discussed in the adopted Final EIR; significant effects previously examined will be substantially more severe than shown in the adopted Final EIR; mitigation measures or alternatives previously found not be feasible would in fact be feasible; or mitigation measures or alternatives which are considerably different from those analyzed in the adopted Final EIR would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the mitigation measures or alternative. Accordingly, an addendum has been prepared as opposed to a supplemental or subsequent EIR. IRWD, as the lead agency, is adopting this Addendum No. 4 in accordance with the CEQA Guidelines Section 15164.

IRVINE RANCH WATER DISTRICT



Signature

1/27/20

Date

Jo Ann Corey

Printed Name

Environmental Compliance Specialist

Title

February 10, 2020

Prepared by: J. Nash / R. Mori

Submitted by: K. Burton

Approved by: Paul A. Cook



ACTION CALENDAR

MICHELSON WATER RECYCLING PLANT UNIT SUBSTATION T1 REMOVAL CONSTRUCTION AWARD

SUMMARY:

The Unit Substation T1 at the Michelson Water Recycling Plant (MWRP) has settled over the past 20 years and is now leaning in excess of the manufacturer's specifications. This project will remove Unit Substation T1 and reroute power to the existing loads served by T1 to other existing unit substations at MWRP. Staff recommends that the Board:

- Authorize a budget increase for Project 10535 in the amount of \$2,326,700, from \$543,000 to \$2,869,700, and
- Authorize the General Manager to execute a construction contract with Southern Contracting Company in the amount of \$2,204,000 for the MWRP Unit Substation T1 Removal project.

BACKGROUND:

MWRP is located in a low-lying area underlain by unconsolidated alluvial soil. This soil is highly compressible under fill and foundation loads. The existing Unit Substation T1 has settled for over 20 years and is now leaning in excess of the manufacturer specifications.

This project will remove Unit Substation T1 and reroute power to the existing loads served by T1 to other existing unit substations at MWRP. The project includes construction of a new 480V switchboard, 5kV switch, and 5kV duct bank. A temporary power bypass system will be connected to the MWRP's existing electrical infrastructure to ensure that existing facilities continue to operate during the construction period. To facilitate the installation of the temporary power bypass system, a series of diesel-fueled standby generators, provided by the contractor, will support the transition of the facility to and from the temporary bypass system.

In addition to removing Unit Substation T1, the project provides other improvements at MWRP, including:

- Replacement of an existing 700-foot duct bank that is reaching the end of its useful life;
- Increased process reliability as the electrical loads that were previously served by Unit Substation T1 were not equipped with standby power systems. With the removal of Substation T1, and the rerouting of its loads to other unit substations, all of the loads previously served by Substation T1 will now be served by facilities equipped with standby power systems; and
- Increased flexibility for balancing plant electrical loads between the two Southern California Edison plant electrical services (Service A and Service B) and the energy storage system.

Construction Award:

IRWD retained Lee and Ro to provide engineering design services for the project. Staff approved the plans in November 2019 and advertised the project for construction bidding to a select list of eight electrical contractors. The bid opening was held on January 23, 2020 with bids received from Johnson-Peltier, Leed Electric, and Southern Contracting Company. Southern Contracting Company is the apparent low bidder with a bid amount of \$2,204,000. The engineer’s estimate, prepared by Lee & Ro, is \$2,510,000. Southern Contracting Company’s bid information is attached as Exhibit “A”, and a summary of the three bids received is provided below:

Bidder	Bid Amount
Southern Contracting Company	\$2,204,000
Leed Electric	\$2,257,289
Johnson-Peltier	\$2,469,406
<i>Engineer’s Estimate</i>	<i>\$2,513,000</i>

Staff reviewed Southern Contracting Company’s bid and has determined that it is responsive. Staff recommends that the Board authorize the General Manager to execute a construction contract with Southern Contracting Company in the amount of \$2,204,000.

Construction Schedule:

Although actual onsite construction activities are anticipated to take approximately four months, the overall project duration is one year due to the long lead times associated with some of the electrical equipment.

FISCAL IMPACTS:

Project 10535 is included in the FY 2019-20 Capital Budget and will be funded in full by sewer replacement funds. A budget increase is required to fund the construction and engineering support services for the project as shown in the table below.

Project No.	Current Budget	Addition <Reduction>	Total Budget
10535	\$543,000	\$2,326,700	\$2,869,700

ENVIRONMENTAL COMPLIANCE:

This project is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15302, which provides categorical exemption for the replacement of existing facilities where the new facility will be located on the same site as the facility replaced and will have substantially the same purpose as the facility replaced. A Notice of Exemption was filed with the Orange County Clerk’s office on October 9, 2018.

Action Calendar: Michelson Water Recycling Plant Unit Substation T1 Removal Construction Award
February 10, 2020
Page 3

COMMITTEE STATUS

Construction awards are not routinely taken to a Committee prior to submittal to the Board.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE A BUDGET INCREASE FOR PROJECT 10535 IN THE AMOUNT OF \$2,326,700, FROM \$543,000 TO \$2,869,700, AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH SOUTHERN CONTRACTING COMPANY IN THE AMOUNT OF \$2,204,000 FOR THE MWRP UNIT SUBSTATION T1 REMOVAL, PROJECT 10535.

LIST OF EXHIBITS:

Exhibit "A" – Bid Results

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Bid Results**Bidder Details**

Vendor Name Southern Contracting Company
Address 559 N. Twin Oaks Valley Road
 San Marcos, CA 92069
 United States

Respondee Philip Waterman
Respondee Title President
Phone 760-744-0760 Ext. 616
Email pwaterman@southerncontracting.com

Vendor Type CADIR
License # 222252
CADIR 1000002172

Bid Detail

Bid Format Electronic
Submitted January 23, 2020 1:52:28 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 200548
Ranking 0

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
Bid Forms	Bid Forms.pdf	Bid Form

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
BASE BID ITEMS						
1	Furnish all labor, materials, equipment, services, and appurtenant work, except for items 2 through 6 listed below, for the construction of the Michelson Water Recycling Plant (MWRP) Unit Substation T1 Removal	LS	1	\$2,077,016.00	\$2,077,016.00	
2	Furnish all labor, materials, equipment, services and appurtenant work for the 5kV duct bank between PB-G5C and MH-F4A	LS	1	\$39,000.00	\$39,000.00	
3	Mobilization, demobilization, and cleanup (not to exceed 4% of Total Amount of Bid)	LS	1	\$78,984.00	\$78,984.00	
4	Startup, testing, and training	LS	1	\$5,000.00	\$5,000.00	
5	Operations and maintenance manuals	LS	1	\$2,000.00	\$2,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
6	Prepare and maintain record drawings	LS	1	\$2,000.00	\$2,000.00	
				Subtotal	\$2,204,000.00	
ADDITION OR DEDUCTION LINE ITEM						
7	ADDITION (+) OR DEDUCTION (-)	LS	1	0	0	
				Subtotal	0	
				Total	\$2,204,000.00	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
PALP Inc 2230 Lemon Avenue Long Beach, CA 90806 United States	Asphalt Paving	688659	1000003331	\$38,500.00	CADIR

February 10, 2020

Prepared by: R. Mori

Submitted by: K. Burton

Approved by: Paul A. Cook



ACTION CALENDAR

BAKER WATER TREATMENT PLANT SOLAR PHOTOVOLTAIC SYSTEM POWER PURCHASE AGREEMENT AMENDMENT AND CONSTRUCTION REIMBURSEMENT

SUMMARY:

The Baker Water Treatment Plant Solar Project is a 1.1 megawatt (MW) photovoltaic (PV) system that is currently being constructed adjacent to the Baker Plant in accordance with the terms of a Power Purchase Agreement (PPA) between IRWD and Solar Star IRWD Baker, LLC. The project will supplement electricity provided by Southern California Edison (SCE) to IRWD and will operate in conjunction with the existing onsite battery energy storage system to reduce IRWD's overall cost of electricity at the Baker Plant.

During final development of the project, Solar Star requested that IRWD execute an amendment to the PPA to implement clarifying, ministerial changes to enhance the overall clarity of the original PPA that will be beneficial to both IRWD and Solar Star over the 25-year period of the PPA. During construction, additional work was required that resulted in unanticipated costs that were not contemplated in the original PPA. Staff recommends that the Board:

- Authorize the General Manager to execute the First Amendment to the Power Purchase Agreement with Solar Star IRWD Baker, LLC for the photovoltaic system at the Baker Plant, subject to non-substantive changes;
- Authorize the General Manager to execute the Estoppel Certificate, included as an attachment to the First Amendment to the Power Purchase Agreement, and any future Estoppel Certificates subject to review by General Counsel; and
- Authorize the General Manager to issue a construction reimbursement to Solar Star IRWD Baker, LLC or its designee in the amount of \$217,247.08 for additional soil removal for Project 10559.

BACKGROUND:

The Baker Plant is a potable water treatment facility that treats water to improve regional potable water supply reliability and operational flexibility. At full production capacity, the Baker Plant maintains a relatively constant electrical demand of approximately 2.0 MW. In December 2018, a 1.25 MW battery energy storage system was constructed and placed into service at the site. In September 2018, IRWD entered into a PPA with Solar Star to design, construct, operate, and maintain a solar PV system to further reduce the overall cost of electricity at the Baker Plant. Construction of the solar PV system is underway and is anticipated to be complete in March 2020.

First Amendment to Power Purchase Agreement:

During final development of the project, Solar Star requested that IRWD execute an amendment to the PPA to implement clarifying, ministerial changes to enhance the overall clarity of the original PPA. The changes are minor and generally limited to enhancements to definitions, modifications to terminology, and correction of typographical errors in the original PPA. The amendment does not modify any material terms of the original PPA or modify any material obligations of either IRWD or Solar Star. The amendment also includes as an attachment an Estoppel Certificate that Solar Star may request IRWD to execute in accordance with the requirements defined in the original PPA. Both IRWD and Solar Star agree that the incorporation of these clarifying changes, along with the inclusion of the Estoppel Certificate, will improve the overall clarity of the PPA and help to avoid confusion between both parties over the 25-year period of the PPA.

IRWD legal counsel has reviewed the First Amendment to the PPA and has approved it as to form. Staff recommends that the Board authorize the General Manager to execute the First Amendment to the Power Purchase Agreement with Solar Star, subject to non-substantive changes. Staff also recommends that the Board authorize the General Manager to execute the Estoppel Certificate, included as an attachment to the First Amendment to the Power Purchase Agreement, and any future Estoppel Certificates subject to review by General Counsel.

Construction Reimbursement:

In accordance with the PPA, Solar Star is responsible for the design, construction, operation, and maintenance of the solar PV system over a 25-year period. In turn, IRWD is responsible for purchasing electricity produced by the PV system over that same period at a fixed cost \$0.075/kWh (kilowatt hour). The PPA defined a comprehensive scope of work for the design and construction of the facility, which included a requirement to evaluate the structural characteristics and additional loading capabilities of the two buried prestressed concrete reservoirs that the PV system was to be founded upon. The structural evaluation identified that approximately 2,300 cubic yards of soil needed to be removed from the reservoirs to offset the weight of the additional loading imposed by the proposed PV system. The scope of work in the PPA explicitly excluded work associated with soil removal above the two reservoirs, and as such, the cost for removing the soil was not included in the original contract price.

The PPA includes a provision that defines various mechanisms for funding additional items beyond the original scope of work. Those mechanisms include paying the incremental cost as a lump sum reimbursement, paying the incremental cost over the 25-year term of the PPA through a calculated increase in the kWh electricity rate, or proposing a negotiated solution. The PPA also allows for the incremental costs to be rejected, which would lead to termination of the PPA. Staff elected to implement the lump sum reimbursement option. As such, staff recommends that the Board authorize the General Manager to issue a construction reimbursement to Solar Star in the amount of \$217,247.08 for additional soil removal above the buried reservoirs.

FISCAL IMPACTS:

Project 10559 is included in the FY 2019-20 Capital Budget. The existing budget and expenditure authorization are sufficient to fund the reimbursement presented herein.

ENVIRONMENTAL COMPLIANCE:

The IRWD Board of Directors approved the Baker Water Treatment Plant Project Final Environmental Impact Report (EIR) on April 26, 2011. Section 15164 of the California Environmental Quality Act (CEQA) Guidelines provides for the preparation of an addendum to a previously certified EIR if some changes or additions to the project are necessary, but none of the conditions described in CEQA calling for preparation of a subsequent EIR have occurred. IRWD's Board of Directors approved Addendum No. 1 to the Final EIR on March 15, 2012, and Addendum No. 2 to the Final EIR was approved on March 12, 2013. Addendum No. 3 to the Final EIR, which evaluated the environmental effects of installing on-site solar and energy storage facilities, was approved by IRWD's Board on March 12, 2018. A Notice of Determination was filed with the Orange County Clerk-Recorder and the State Clearinghouse on March 13, 2018.

COMMITTEE STATUS:

This item was not taken to a Committee prior to submittal to the Board due to timing of the meeting.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE POWER PURCHASE AGREEMENT WITH SOLAR STAR IRWD BAKER, LLC FOR THE PHOTOVOLTAIC SYSTEM AT THE BAKER WATER TREATMENT PLANT SUBJECT TO NON-SUBSTANTIVE CHANGES; AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE ESTOPPEL CERTIFICATE, INCLUDED AS AN ATTACHMENT TO THE FIRST AMENDMENT TO THE POWER PURCHASE AGREEMENT, AND ANY FUTURE ESTOPPEL CERTIFICATES SUBJECT TO REVIEW BY GENERAL COUNSEL; AND AUTHORIZE THE GENERAL MANAGER TO ISSUE A CONSTRUCTION REIMBURSEMENT TO SOLAR STAR IRWD BAKER, LLC IN THE AMOUNT OF \$217,247.08 FOR ADDITIONAL SOIL REMOVAL FOR PROJECT 10559.

LIST OF EXHIBITS

Exhibit "A" – First Amendment to the Power Purchase Agreement

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EXHIBIT "A"

FIRST AMENDMENT TO POWER PURCHASE AGREEMENT

This FIRST AMENDMENT TO POWER PURCHASE AGREEMENT (this “Amendment”) is entered into as of _____, 2020 (the “Effective Date”) by and between Solar Star IRWD Baker, LLC, a limited liability company formed under the laws of the State of Delaware (“Provider”) and Irvine Ranch Water District, an independent special district formed under the California Water District Law (California Water Code, Division 13) (“Customer”). Customer and Provider are sometimes referred to herein as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, Customer and Provider entered into that certain Power Purchase Agreement, dated as of September 28, 2018 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement in accordance with Section 14.6 of the Agreement in order to make certain ministerial changes for the purposes of clarification.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **DEFINITIONS.** All capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.

2. **AGREEMENT.** The Agreement is hereby amended as follows:

2.1 Each reference in the Agreement to the Termination Value set forth in column A or B or column 1 or 2 is a reference to the Termination Value set forth in Schedule D to the Agreement.

2.2 Each reference in the Agreement to “Provider’s lender” or “Lender” is replaced with a reference to “Financing Party”.

2.3 The definition of “Deemed Delivered Energy” in Section 1 of the Agreement is hereby amended and restated in its entirety to read as follows:

““Deemed Delivered Energy” shall mean the quantity of Energy, expressed in kWh, that is the lesser of: (i) the quantity of Energy Provider reasonably calculates would have been produced by the System and delivered to the Interconnection Point during a relevant measurement period; and (ii) the quantity of Energy the System produced (or deemed to be produced) for the same day and hourly period of production in the preceding year; provided that such period of production in the preceding year may only be used if it does not reflect any production anomalies such as curtailment, malfunction, unusual weather pattern, grid disturbance, Force Majeure event or any other event or occurrence affecting the System, Customer’s

facilities, the interconnected grid or any other relevant elements and adversely affecting the normal production of the System.”

2.4 The definition of “Termination Value” in Section 1 of the Agreement is hereby amended and restated in its entirety to read as follows:

““Termination Value” shall mean, on any date of determination (or, if such date is not a scheduled termination date, the scheduled termination date immediately preceding such date), the applicable amount specified for such date on Schedule D to this Agreement.”

2.5 The last sentence of Section 5.2.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“If Customer fails to act in a commercially reasonable manner in completing documentation or taking actions reasonably requested by Provider, and such failure solely results in the loss of an Environmental Financial Incentive that would otherwise be available, Customer shall reimburse Provider for the full amount of such lost Environmental Financial Incentive.”

2.6 Section 6.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“Price.

Customer shall pay Provider for the Energy provided pursuant to the terms of this Agreement at the rate per kWh (the “kWh Rate”) set forth in Schedule C for the applicable, period, plus any In Lieu of Electricity Payment for Deemed Delivered Energy or any adjustments required pursuant to Section 3.1.1, plus any additional amount which may be required pursuant to Section 6.2. Notwithstanding the foregoing, in the event that Customer elects to renew this Agreement pursuant to Section 10.3.1, Customer shall pay the Renewal Rate for Energy delivered during such renewal period.”

2.7 The last sentence of Section 10.2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“Customer shall pay the reasonable costs arising in connection with the relocation(s) of the System, including removal costs, installation costs, any applicable interconnection fees, costs related to obtaining a site license or lease at the substitute site, other costs of deployment at the substitute site, and in Lieu of Electricity Payments for each kWh of Deemed Delivered Energy due to such relocation(s) to Provider in the form of a revised kWh Rate or a lump sum payment.”

2.8 Section 16 of the Agreement is hereby amended by adding the following paragraph at the end of the section:

“Within fifteen (15) business days after receipt of a written request by the Provider, Customer shall provide an estoppel to Provider in the form attached hereto as Exhibit E.

2.9 The first paragraph of Section 3.4 of Exhibit A of the Agreement is hereby amended and restated in its entirety to read as follows:

“It is assumed that the system will interconnect at 12kV at PME-10. The interconnection includes AC runs to the existing distributed generation switchgear (DGS) into a new breaker or disconnect switchgear section with relay with enclosures and mounting. Also included are the added interconnection facilities, both SCE costs and site work, for the conduit and conductor from the breaker or disconnect switch, at the DGS, to the PME-10 switch directly, a third party medium voltage (MV) switchgear, or an electrical vault with acceptable capacity. Additional protection, third-party testing reports and commissioning plans/procedures shall be provided as required by the interconnection agreement with SCE.”

2.10 Each reference to “PVSIM” in Exhibit C of the Agreement, other than the definition of “PVSIM”, is hereby amended to be a reference to “PVSIM or PVSyst”.

2.11 The following definition in Section 1.01 of Exhibit C to the Agreement is hereby amended and restated as follows:

“**Guaranteed Level** means 95%, which corresponds to the ratio of the value of Guaranteed Energy compared to Expected Energy for a Guarantee Year for each specified System indicated in Appendix A.”

2.12 The following definition is hereby added to Section 1.01 of Exhibit C of the Agreement:

“**PVSyst** is an industry standard simulation software equivalent to PVSIM and it may be used instead of PVSIM for purposes of this Guarantee.”

2.13 The second to last bullet of the definition of “Excused Performance Event” in Section 1.01 of Exhibit C of the Agreement is hereby amended and restated as follows:

“Customer-Caused Hours: hours during any period when the equipment or the System is off-line due to Customer-caused Outages as defined in Section 5.1.2 of the Agreement or Customer-caused delays in Site access.”

2.14 The Agreement is hereby amended by adding Attachment A hereto as Exhibit E to the Agreement.

3. MISCELLANEOUS

3.1 Amendment; Ratification. Except as expressly modified by this Amendment, all of the terms, conditions, agreements and understandings contained in the Agreement shall remain unchanged and in full force and effect, the same are hereby expressly ratified and

confirmed by the Parties and any references to the Agreement in this Amendment or in the Agreement shall mean the Agreement as amended by this Amendment.

3.2 Authorization. Each person executing this Amendment is an authorized agent of the Party it represents, with actual authority to bind the principal to each and every term, condition, and obligation of this Amendment and all requirements have been fulfilled to provide such actual authority.

3.3 Severability. If any one or more provisions of this Amendment should be ruled illegal, wholly or partly invalid or unenforceable by a Governmental Authority under Applicable Law, Customer and Provider shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of the Agreement and this Amendment (and in the event that Customer and Provider cannot agree then such provisions shall be severed from this Amendment) and the validity and enforceability of the remaining provisions of this Amendment and the Agreement, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.

3.4 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of California.

3.5 Execution in Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment as of the Effective Date.

PROVIDER:

SOLAR STAR IRWD BAKER, LLC

By: GSRP Development Company, LLC,
its sole member

By: Goldman Sachs Renewable Power
Operating Company LLC,
its sole member

By: Goldman Sachs Asset Management,
L.P.,
its investment manager

By: _____
Name:
Title:

CUSTOMER:

IRVINE RANCH WATER DISTRICT

By: _____
Name: Paul A. Cook
Title: General Manager

Attachment A

EXHIBIT E

Estoppel Certificate

[____], 2020

Irvine Ranch Water District, an independent special district formed under the California Water District Law (California Water Code, Division 13) ("Customer") and Solar Star IRWD Baker, LLC, a limited liability company formed under the laws of the State of Delaware ("Provider") are parties to (i) that certain Power Purchase Agreement, dated as of September 28, 2018 (as amended, the "Agreement"), as amended by that First Amendment to Power Purchase Agreement, dated as of [____, 2020] (the "First Amendment"), and (ii) the Site Lease Agreement, dated as of September 28, 2019 (the "Site Lease"). Capitalized terms that are used but not defined herein shall have the definitions given to them in the Agreement.

This Estoppel Certificate (this "Estoppel") is being delivered pursuant to Section 16 of the Agreement.

Customer hereby certifies and confirms as of the date hereof to the Provider, as follows:

1. Customer is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to execute and deliver this Estoppel and perform its obligations under the Agreement and the Site Lease.

2. The execution and delivery by Customer of this Estoppel have been duly authorized and do not require any further consents or approvals that have not been obtained or violate any provision of any law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on Customer.

3. The Agreement and the Site Lease are each in full force and effect and have not been modified or amended in any way (other than by the following amendments for the Agreement: First Amendment) and constitutes, along with such amendments, the entire agreement between Customer and Provider with respect to the subject matter thereof.

4. To the best of Customer's knowledge without due inquiry, Provider is not in default under the Agreement or the Site Lease. To Customer's knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a default or breach by either party under the Agreement or the Site Lease or which would otherwise permit either party to suspend or terminate its obligations under the Agreement or the Site Lease.

5. All representations made by Customer in the Agreement and the Site Lease were (as of the time made) and are true and correct in all material respects.

6. There are no known proceedings pending or, to the best of its knowledge without due inquiry, threatened against or affecting Customer which could reasonably be expected to have a material adverse impact on the ability of Customer to perform its obligations pursuant to the Agreement and the Site Lease.

7. To the best of Customer's knowledge without due inquiry, Customer is not aware of any event, act, circumstance, or condition that is continuing constituting a Force Majeure Event under the Agreement or the Site Lease.

8. Provider does not owe any indemnity payments to Customer, Customer has no existing counterclaims, offsets, or defenses against Provider under the Agreement or the Site Lease, and all payments due from Provider under the Agreement and the Site Lease have been paid in full through the date hereof.

9. To the best of Customer's knowledge without due inquiry, there are no actions, whether voluntary or otherwise, pending against Customer under bankruptcy or similar laws of the United States, any state thereof or any other jurisdiction.

10. To the best of Customer's knowledge without due inquiry, Customer has not received or delivered any written notice regarding any disputes involving Customer or Provider with respect to the Agreement or the Site Lease.

11. The undersigned is authorized to execute this Estoppel on behalf of Customer.

12. Customer has not taken any official action requiring or authorizing the exercise of any purchase option available to it under the Agreement or the Site Lease, has not decided whether or not it will exercise any such purchase option, and is under no legal or economic compulsion to exercise any such purchase option; provided, however, nothing herein shall prohibit the Customer from exercising any purchase option under the Agreement or Site Lease when it becomes exercisable in accordance with its terms and such exercise shall not be deemed to be a breach of this representation and warranty.

13. In the event that Customer provides notice to Provider of any breach or default by Provider under the Agreement or the Site Lease, Customer agrees that it will endeavor to contemporaneously therewith provide a copy of such notice to SunTrust NLIP, Inc. ("SunTrust") at the address specified below and further agrees that it will not terminate or suspend the Agreement or the Site Lease in the case of any such breach or default of Provider thereunder until such time as SunTrust has had the opportunity to cure such breach or default for a period equal to the cure period available to Provider.

SunTrust Address:

SunTrust NLIP, Inc.
Brian Guffin
SunTrust Robinson Humphrey

Office: 404.926.5566
Mail Code GA-ATL-1929 | 3333 Peachtree Rd.,
8th Floor | Atlanta, GA 30326
Brian.Guffin@SunTrust.com

This Estoppel shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

[Signature page follows]

IRVINE RANCH WATER DISTRICT

By: _____

Name: _____

Title: _____