

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

June 26, 2017

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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

ROLL CALL

Directors LaMar, Matheis, Swan, Withers and President Reinhart

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).

PRESENTATION

Next Resolution 2017-15

3. **RESOLUTION COMMENDING MR. JAMES D. REED FOR HIS
DEDICATED SERVICE TO THE IRVINE RANCH WATER DISTRICT**

Reso. No. 2017-

Recommendation: Adopt a resolution of commendation for Mr. James Reed.

PUBLIC HEARING

4. **PROPOSED CHANGES TO THE SCHEDULE OF RATES AND
CHARGES EFFECTIVE JULY 1, 2017**

Recommendation:

- a. Inquire of the Secretary how the hearing was noticed.
- b. Receive and file the affidavit of mailing.
- c. Request legal counsel to describe the nature of the proceedings.
- d. Request the Executive Director of Finance to report on written protests received.
- e. Hear any person who wish to speak regarding the proposed changes to the rates and charges.
- f. Inquire of the Board if they have any comments or questions.
- g. Close the hearing.
- h. Adopt a resolution by title.

Reso No. 2017-

CONSENT CALENDAR	Resolution No. 2017-15	Items 5-7
5. <u>RATIFY/APPROVE BOARD OF DIRECTORS' ATTENDANCE AT MEETINGS AND EVENTS</u> Recommendation: That the Board ratify/approve the meetings and events for Steven LaMar, Peer Swan, and Douglas Reinhart as described. 6. <u>MINUTES OF REGULAR BOARD MEETING</u> Recommendation: That the minutes of the June 12, 2017 Regular Board Meeting be approved as presented. 7. <u>MAY 2017 TREASURY REPORT</u> Recommendation: That the Board receive and file the Treasurer's Investment Summary Report, the monthly Interest Rate Swap Summary for May 2017, and disclosure report of reimbursements to Board members and staff; approve the May 2017 summary of Payroll ACH payments in the total amount of \$1,728,062 and approve the May 2017 Accounts Payable Disbursement summary of Warrants 376894 through 377650, Workers' Compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$10,854,420.		
CLOSED SESSION		
8. Closed Session – Conference with Labor Negotiators – Government Section 54957.6 Agency Designated Representatives: Paul Cook and Jenny Roney Employee Group: Supervisors		
ACTION CALENDAR		
9. <u>SALARY GRADE SCHEDULE CHANGES FOR FY 2017-18</u> Recommendation: That the Board adopt a resolution rescinding Resolution No. 2017-2 and establishing revised schedule of positions and salary rate ranges. 10, <u>FORMER ORANGE PARK ACRES MUTUAL WATER COMPANY RESERVOIR PROPERTY – OFFER TO PURCHASE</u> Recommendation: That the Board authorize staff to accept the offer of \$580,000 for the sale of the former Orange Park Acres Mutual Water Company reservoir property located at 346 S. Calle Grande in the City of Orange to include an "as-is" addendum acknowledging existing property constraints; and authorize the General Manager, Treasurer and each other officer of the District, each acting singly, to execute and deliver any and all documents, assignments, certificates, instructions and instruments necessary or proper for carrying out and closing the real estate transaction for the sale of the property.		Res. No. 2017-

OTHER BUSINESS

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

11. A. General Manager's Report

B. Directors' Comments

C. Adjourn

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

June 26, 2017

Prepared and

Submitted by: L. Bonkowski 

Approved by: P. Cook 

PRESENTATION

RESOLUTION COMMENDING MR. JAMES D. REED FOR HIS DEDICATED SERVICE TO THE IRVINE RANCH WATER DISTRICT

SUMMARY:

Staff recommends commending Mr. James D. Reed for his dedicated service to the Irvine Ranch Water Service over the last 17 years, and has prepared a resolution for presentation at the meeting.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2017-

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, ORANGE COUNTY,
CALIFORNIA COMMENDING MR. JAMES D. REED FOR HIS
DEDICATED SERVICE TO THE IRVINE RANCH WATER DISTRICT

LIST OF EXHIBITS:

Exhibit "A" - Resolution

EXHIBIT "A"

RESOLUTION NO. 2017-15

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, ORANGE COUNTY,
CALIFORNIA COMMENDING MR. JAMES D. REED FOR HIS
DEDICATED SERVICE TO THE IRVINE RANCH WATER DISTRICT

WHEREAS, Mr. James Reed was a Director on the Board of the Los Alisos Water District (LAWD) from 1996 through 2000 and was instrumental in the smooth transition of the Los Alisos Water District and Irvine Ranch Water District consolidation in December 2000;

WHEREAS, from January 2001 to December 2003, Mr. Reed was a valuable member of the former LAWD Management Committee where he made sound judgments and thoughtful recommendations to IRWD staff and Board of Directors pertaining to the former LAWD service area; and

WHEREAS, in 2004 as a result of Mr. Reed's dedication to the interests of IRWD and to the water industry, he was retained as a consultant to the Irvine Ranch Water District, a position which he held for approximately 13 years; and

WHEREAS, during his tenure as a consultant to IRWD, Mr. Reed served as the agency representative of the Santiago Aqueduct Commission and the South Orange County Reclamation Authority and its Project Committees, and represented the District at meetings of the City of Lake Forest, community events, association meetings and other public activities, and is recognized for his efforts;

WHEREAS, Mr. Reed attended various local water industry and governmental organizations including the Independent Special Districts of Orange County, Water Advisory Committee of Orange County, the Orange County Water Association, and the South Orange County Chamber of Commerce, to remain informed about current issues and to relay items of interest to the District; and

WHEREAS, it is acknowledged that Mr. Reed has regularly attended IRWD Committee and Board of Directors meetings, and will be especially remembered for his distinguished delivery leading the Pledge of Allegiance before each IRWD Board meeting.

NOW, THEREFORE, BE IT RESOLVED: The Board of Directors of Irvine Ranch Water District wishes to commend Mr. James Reed for his 17 years of dedicated service to IRWD and expresses its sincere appreciation.

ADOPTED, SIGNED AND APPROVED this 26th day of June, 2017.

President, Irvine Ranch Water District
and of the Board of Directors thereof

Secretary, Irvine Ranch Water District and
of the Board of Directors thereof

June 26, 2017

Prepared by: Christopher Smithson

Submitted by: Cheryl Clary

Approved by: Paul Cook

PUBLIC HEARING

PROPOSED CHANGES TO THE SCHEDULE OF RATES AND CHARGES EFFECTIVE JULY 1, 2017

SUMMARY:

The Fiscal Year (FY) 2017-18 Operating Budget was adopted at the April 24, 2017 Board meeting. The proposed changes to the District's rates and charges were publicly noticed by mail as required under Proposition 218, and protests to the implementation of those rates and charges have been tallied by the District's independent auditors. As of June 20, 2017, 12 written protest letters were received by the District, which represents less than 0.01% of the total customers, substantially less than the 50% which would have been required to prevent the Board from adopting the current proposed rates and charges. Protests may be received up until the commencement of the public hearing; staff will provide an updated report as part of the hearing process.

Pursuant to the requirements of Proposition 218, a Public Hearing on the rates and charges is required. Following the Public Hearing, staff recommends that the Board adopt the proposed changes to the Schedule of Rates and Charges required to fund operating expenses.

OUTLINE OF PROCEEDINGS

President: Declare this to be the time and place for a hearing on the proposed changes to the rates and charges. Ask the Secretary how the hearing was noticed.

Secretary: The hearing was noticed by mail. Present affidavit of mailing.

Board: RECOMMENDED MOTION: "RECEIVE AND FILE THE AFFIDAVIT OF MAILING BY AN INDEPENDENT PROCESSING FIRM AS PRESENTED BY THE SECRETARY."

President: Request Legal Counsel to describe the nature of the proceedings.

Legal

Counsel: The public hearing is held, pursuant to Proposition 218, Article XIIIID of the Constitution of the State of California, for all persons interested to be heard, to present objections or protests, including any written comments submitted, concerning the increase in property-related rates and charges and any proposed new property-related rates and charges.

President: Request a staff report from the Executive Director of Finance on the proposed rates and charges and inquire whether there have been any written communications.

Executive Director

of Finance: Provide staff report and respond regarding the number of protests received to the implementation of the rates and charges.

President: Inquire whether there is anyone present who wishes to address the Board regarding the proposed changes to the rates and charges.

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

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

RESOLUTION NO. 2017 -

RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH
WATER DISTRICT, ORANGE COUNTY, CALIFORNIA
RESCINDING RESOLUTION NO. 2016-10 AND ADOPTING
CHANGES TO THE SCHEDULE OF RATES AND CHARGES AS
SET FORTH IN EXHIBIT "B" TO THE RULES AND
REGULATIONS OF IRVINE RANCH WATER DISTRICT
FOR WATER, SEWER AND RECYCLED WATER SERVICE

BACKGROUND:

Proposed Rates and Charges for FY 2017-18:

A redline version showing the changes to the rates and charges proposed for FY 2017-18 is attached as Exhibit "B". The proposed changes include both updates identified through the rate setting process and changes to the wording and format to better communicate the application of the District's rates to the customer.

All changes from the factors identified were included in the budget and rate setting process. Staff has reviewed costs and revenues for the treated water system, the untreated water system, the sewer system, and the recycled water system. As a result of this review, changes to the water and sewer rates for the Irvine Ranch Water District recommended for FY 2017-18 include:

Irvine Ranch Rate Area

Treated Water System:

- The treated water tiered rates are based on cost of service and are as follows (per ccf):

Tiers	FY 2017-18	FY 2016-17	Change
Low Volume	\$1.36	\$1.21	\$0.15
Base Rate	\$1.70	\$1.65	\$0.05
Inefficient	\$4.09	\$4.01	\$0.08
Wasteful	\$12.06	\$12.01	\$0.05

- No change to the current fixed service charge of \$10.30 for the treated water system. The monthly service charge includes a user rate contributions factor of \$0.70 for capital infrastructure enhancements and \$2.10 per month for capital infrastructure replacements.
- The Los Alisos Rate Area merged into the Irvine Ranch Rate Area effective July1, 2017.

Sewer System:

- The sewer system rates are based on cost of service. There is no change to the current monthly sewer service charge. A typical residential customer based on the average use of 6-10 ccf's per month for the lowest three months will remain at \$23.20. Included is a user rate contribution of \$0.82 per month for capital infrastructure enhancements and \$9.31 per month for capital infrastructure replacements.

Recycled Water System:

- The recycled commodity rate is based on cost of service and is no longer set as a percentage of the potable rate (previously 90%). The rates identified will provide the necessary funding for the recycled system.
- An decrease to the low volume rate of \$0.10, from \$1.11 to \$1.01 per ccf.
- An decrease to the base commodity rate of \$0.10 per ccf, from \$1.46 to \$1.36 per ccf.
- No change to the current fixed service charge for the recycled system. The monthly service charge includes a user rate contributions factor of \$0.70 for capital infrastructure enhancements and \$2.10 per month for capital infrastructure replacements.

A proposed redline version of the schedule of rates and charges is provided as Exhibit "B", and contains the proposed rates for both rate areas.

User/Replacement and Enhancement Capital Component:

The replacement component was increased for water and sewer as noted above. Combined with the existing replacement and enhancement rate components, the total capital components are estimated to generate \$8.5 million and \$20.1 million on the treated water and sewer systems, respectively.

Comparison to City of Orange Rates:

On August 28, 2006, IRWD and the City of Orange executed an agreement by which IRWD would provide services to the area known as the “Santiago Hills II / East Orange Area”. One of the conditions stipulated in this agreement was that the cumulative fixed and commodity charges for water service to an IRWD customer using the City of Orange median amount of water (18 ccf per month) would not exceed the same charges incurred by a City of Orange customer. Based on the rates as proposed for FY 2017-18, a customer in IRWD using 18 ccf per month would pay an average of \$38.18 per month for fixed and commodity charges. Based on the most current water rates in the City of Orange, a customer using 18 ccf per month would pay an average of \$44.54 per month for fixed and commodity charges, or 16.7% more than a comparable ratepayer in IRWD.

Proposition 218 Notice:

Proposition 218, enacted in 1996, mandates that proposed increases in “property-related fees” must be noticed to property owners, and that such owners have an opportunity to protest prior to the enactment of the fee increases. While water districts and sewer agencies throughout the state believed, based on court decisions, that water and sewer service was exempt from this requirement, in July 2006, the California Supreme Court issued a decision in the matter of Bighorn, which held that water delivery charges are property-related. Following the Supreme Court’s logic, most interpretations of the decision are that both water and sewer charges should be noticed in order to be in compliance with Proposition 218.

Under Proposition 218, the notice to customers must be sent to all property owners. As permitted by statute, the District sent its notices to all of its customers (including tenants) in the District’s service area at their billing addresses.

The District contracted with Davis Farr, Certified Public Accountants to collect and count the rate increase protests. They will provide management with a report prior to the Board meeting on June 26, 2017 (45 days from the date of mailing the Prop 218 notices), and they will be present at the Public Hearing established for approval of the rates to answer questions on the process and final results.

As of June 20, 2017, the District received 12 written protests from property owners in the District at a separate post office box from the rest of the District’s mail. The 12 written protests represent 0.01% of the 99,510 notices sent and 0.83% were returned as undeliverable. Under Proposition 218, more than 50% of the IRWD customers would have to protest in order to prevent the Board from adopting the Proposed Rates and Charges.

Copies of all 12 protest letters received to date are attached as Exhibit “C”.

ENVIRONMENTAL COMPLIANCE:

The establishment, modification, structuring, restructuring or approval of rates, tolls, fares, or other charges by public agencies are exempt from the requirements of the California Environmental Quality Act (CEQA) provided that certain findings are made specifying the basis for the claim of exemption. The necessary findings are contained in the proposed resolution.

FISCAL IMPACTS:

The District's FY 2017-18 Consolidated Operating Budget totals \$148.7 million, representing a \$1.7 million or 1.2% increase from the Fiscal Year 2016-17 Operating Budget. The proposed adjustments to the District's Schedule of Rates and Charges will generate approximately \$0.8 million of additional revenue for the treated water system and a reduction of approximately \$1.1 million of additional revenue in the recycled system.

COMMITTEE STATUS:

The proposed changes to the Schedule of Rates and Charges were reviewed by the:

- Finance and Personnel Committee on March 7, 2017, March 23, 2017, and April 4, 2017.
- Board of Directors at a Workshop on April 10, 2017 and April 24, 2017.

LIST OF EXHIBITS:

Exhibit "A" – Resolution to Adopt Schedule of Rates and Charges

Exhibit "B" – Proposed changes to the Schedule of Rates and Charges

Exhibit "C" – Protest Letters received as of June 20, 2017

Exhibit "D" – Draft PowerPoint Presentation

Exhibit "A"

RESOLUTION NO. 2017-

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

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

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

WHEREAS, the Board of Directors of IRWD, by adoption of Resolution No. 2015-23 approved and adopted amended "Rules and Regulations of Irvine Ranch Water District for Water, Sewer, Recycled Water, and Natural Treatment System Service," effective August 24, 2015; and

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

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

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

WHEREAS, IRWD has conducted a cost of service and rate design study through its consultant, Carollo Engineers, and the Board of Directors has received the final study dated June 18, 2015 (the "Cost Study"); and

WHEREAS, the Board of Directors of IRWD deems it advisable and finds that it would be in the best interest of the District to amend or establish certain rates and charges,

consistent with applicable constitutional and statutory requirements and consistent with recommendations described in the Cost Study; and

WHEREAS, Article XIID of the Constitution of the State of California provides that, in imposing or increasing any property-related fee or charge, an agency shall provide written notice by mail of the proposed fee or charge to the record owner of each identified parcel upon which the fee or charge is proposed for imposition, the amount, basis of calculating, and reason for such proposed fee or charge, and the date, time and location of a public hearing on the proposed fee or charge to be conducted not less than 45 days after the mailing of said notice, and Government Code Section 53755 provides for such notice to be given by mailing to the address where billing statements are customarily sent by the District;

WHEREAS, a mailed notice was given, setting Monday, June 26, 2017, at the hour of 5:00 p.m. of said day in the Board of Directors Room of Irvine Ranch Water District, 15600 Sand Canyon Avenue, Irvine, California, as the time and place for a public hearing on the proposed increases in property-related rates and charges and any proposed new property-related rates and charges set forth in Exhibit "A" to this resolution; and

WHEREAS, at the time set, the duly noticed public hearing was held and all persons interested were given an opportunity to be heard concerning the increases in property-related rates and charges and any proposed new property-related rates and charges;

WHEREAS, this Board of Directors has considered all protests presented to the District by owners of identified parcels against the proposed increases in property-related rates and charges and any proposed new property-related rates and charges;

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

Section 1. It is hereby found and determined that the number of written protests presented to the District against the proposed increases in property-related rates and charges and any proposed new property-related rates and charges has been tabulated and does not constitute a majority of the number of owners of identified parcels.

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

Section 3. The recommendations set forth in the Cost Study (Section 4.3.2 - decoupling of recycled water rates; Section 4.5.1 – low volume credit; and Section 4.5.6 – three month minimum use to establish volumetric sewer service charge blocks) are hereby adopted.

Section 4. It is hereby found and determined that the rates, charges and fees adopted hereby are imposed upon the request for or use of services; that the rates, charges and fees recover and allocate the costs of service in accordance with the criteria and requirements of the Constitution of the State of California; and that the water user charges satisfy the criteria and

requirements of Water Code Sections 370 *et seq.* relating to allocation-based conservation water pricing.

Section 5. It is hereby found and determined that relative to Article XIII B of the Constitution of the State of California, the user charges and fees and regulatory fees established or increased hereby do not produce revenues exceeding the costs reasonably borne in providing the regulation, product or service and/or are used for debt service or qualified capital outlay projects and accordingly do not constitute proceeds of taxes, the appropriation of which is limited under Article XIII B, and that the documentation used in making such determinations has been on file in the office of IRWD for not less than 15 days prior to the date hereof, pursuant to Section 7910 of the Government Code of the State of California.

Section 6. The new and/or revised rate(s), fee(s) and/or charge(s) as set forth in Exhibit "A" attached to this resolution and by this reference incorporated herein are hereby adopted, and the corresponding rate(s), fee(s) or charge(s), if any, as set forth in Exhibit B currently in effect, are hereby superseded. Staff is directed to incorporate the hereby adopted new and/or revised rate(s), fee(s) and/or charge(s) into Exhibit "B" to the Rules and Regulations.

Section 7. That the provisions of this Resolution shall be effective upon adoption.

Section 8. That the Secretary is hereby ordered and directed to post a certified copy of this Resolution in a public place within the Irvine Ranch Water District.

ADOPTED, SIGNED and APPROVED this 26th day of June, 2017.

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

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

APPROVED AS TO FORM:
Legal Counsel - IRWD

By: _____

***IRVINE RANCH WATER DISTRICT
SCHEDULE OF RATES AND CHARGES***



Irvine Ranch
WATER DISTRICT

EFFECTIVE

~~JULY 26, 2016~~

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Monthly Water Service Charge

Customer Description

Irvine Ranch and Los Alisos Rate Areas

Residential detached, Condo attached/detached and apartments ¹	See chart (a)
Residential apartments and condominiums (master metered) ¹	See chart (a)
Commercial, Industrial, Public Authority and Landscape	See chart (a)
Landscape recycled user	See chart (a)
Temporary construction meters*	See chart (b)

Meter Size	Flow Range In GPM ²	Chart (a)	Chart (b)
5/8" by 3/4" Disc	1/2-20	\$10.30	\$81.50
3/4" Disc	3/4-30	\$15.45	
1" Disc	3-50	\$25.75	\$115.49
1 1/2" Disc	2-100	\$51.50	\$116.63
2" Disc	2.5-160	\$82.40	\$145.67
3" Compound	161-280	\$164.80	\$217.88
4" Compound	361-450	\$309.00	\$419.10
6" Compound	451-750	\$515.00	\$578.47
8" Compound	1001-1450	\$991.40	\$903.78
10" Compound	1451-1600	\$1,133.00	\$1,189.25
14" Compound	2001-3500	\$1,802.50	\$1,795.35
2" Turbo	1-250	\$108.15	\$170.01
3" Turbo	2.5-650	\$247.20	\$308.51
4" Turbo	2-1250	\$515.00	\$557.89
6" Turbo	2.5-2500	\$1,030.00	\$1,078.52
8" Turbo	4-4700	\$1,802.50	\$1,860.34
10" Turbo	5-7000	\$2,163.00	\$2,229.60
2" Magnetic Meter	161-280	\$160.15	\$211.66
4" Magnetic Meter	751-1000	\$640.15	\$693.41
6" Magnetic Meter	1601-2000	\$1,440.45	\$1,508.29
8" Magnetic Meter	2001-3500	\$2,561.60	\$2,643.74
6" Propeller	1001-1450	\$695.25	
8" Propeller	1451-1600	\$927.00	
10" Propeller	1601-2000	\$1,236.00	
12" or 14" Propeller	2001-3500	\$1,738.15	
16", 18", or 20" Propeller	3501-5500	\$2,935.50	
4" Omni F2**	0.75-1000	\$640.15	
6" Omni F2**	1.5-2000	\$1,440.45	
8" Omni F2**	2.5-3500	\$2,561.60	
10" Omni F**	3.5-5500	\$2,935.50	
*Construction Meters (see chart b)			
**Fire Line Meters Only			

¹ Potable residential and landscape customers that have 12 calendar months of billing history and stay within the low volume tier for 9 of those 12 months will receive a \$2.00 leaseback credit on the water service charge.

² GPM is Gallons per Minute.

Service Charges – Private Fire Protection Service

1. Service-Line Charge

FIRELINE CHARGES BY SERVICE AREA		
Rate Area	Monthly Service Charge	Commodity Charge
All Others	\$13.60/per diameter inch	NA
Former Los Alisos	~~\$13.60~~ \$9.50/per diameter inch	~~\$2.46/ccf~~
Former Santiago County Water District Rate Area	1" - 1½" \$9.40	NA
	Others \$13.60/per diameter inch	

2. Fire Hydrant Charge

The monthly charge for private fire hydrant service shall be \$23.70 per hydrant. This charge includes water used for fire extinguishing purposes.

3. Fire Flow Testing

The District will charge a one-time fee of \$250.00 to administer fire flow tests.

Commodity Charges: Potable Water

Irvine Ranch Rate Area

1. Commodity Charge for Residential Detached Dwelling Units

Tier	Rate/ccf	Percent of Allocation
Low Volume	~~\$1.21~~ \$1.36	0-40
Base Rate	~~\$1.65~~ \$1.70	41-100
Inefficient	~~\$4.01~~ \$4.09	~~101-130~~ 101-140
Wasteful	~~\$12.01~~ \$12.06	~~131+~~ 141+

2. Commodity Charge for Residential Condo Attached/Detached Dwelling Units

Tier	Rate/ccf	Percent of Allocation
Low Volume	~~\$1.21~~ \$1.36	0-40
Base Rate	~~\$1.65~~ \$1.70	41-100
Inefficient	~~\$4.01~~ \$4.09	101-130 ~~101-140~~
Wasteful	~~\$12.01~~ \$12.06	131+ ~~141+~~

3. Commodity Charge for Apartments

(Base allocation x number of dwelling units)

Tier	Rate/ccf	Percent of Allocation
Low Volume	~~\$1.21~~ \$1.36	~~0-60~~ 0-50
Base Rate	~~\$1.65~~ \$1.70	~~61-100~~ 51-100
Inefficient	~~\$4.01~~ \$4.09	101-120
Wasteful	~~\$12.01~~ \$12.06	121+

4. Commodity Charge for Commercial, Industrial, Public Authority and Non-residential Mixed Usage

Tier	Rate/ccf	Percent of Allocation
Base Rate	~~\$1.65~~ \$1.70	0-100
Wasteful	~~\$12.01~~ \$12.06	101+

Irvine Ranch Rate Area (Continued)

5. Commodity Charge for Potable Landscape Irrigation

Tier	Rate/ccf	Percent of Allocation
Low Volume	~~\$1.21~~ \$1.36	~~0-60~~ 0-40
Base Rate	~~\$1.65~~ \$1.70	~~61-100~~ 41-100
Inefficient	~~\$4.01~~ \$4.09	101-160
Wasteful	~~\$12.01~~ \$12.06	161+

Los Alisos Rate Area

6. Commodity Charge for Residential Detached Dwelling Units

Tier	Rate/ccf	Percent of Allocation
Low Volume	\$1.80 \$1.36	0-40
Base Rate	\$2.46 \$1.70	41-100
Inefficient	\$4.01 \$4.09	101-130 101-140
Wasteful	\$12.01 \$12.06	131+ 141+

7. Commodity Charge for Residential Condo Attached/Detached Dwelling Units

Tier	Rate/ccf	Percent of Allocation
Low Volume	\$1.80 \$1.36	0-40
Base Rate	\$2.46 \$1.70	41-100
Inefficient	\$4.01 \$4.09	101-130 101-140
Wasteful	\$12.01 \$12.06	131+ 141+

8. Commodity Charge for Apartments

(Base allocation x number of dwelling units)

Tier	Rate/ccf	Percent of Allocation
Low Volume	\$1.80 \$1.36	0-60 0-50
Base Rate	\$2.46 \$1.70	61-100 51-100
Inefficient	\$4.01 \$4.09	101-120
Wasteful	\$12.01 \$12.06	121+

Los Alisos Rate Area (Continued)

9. Commodity Charge for Commercial, Industrial, Public Authority and Non-residential Mixed Usage

Tier	Rate/ccf	Percent of Allocation
Base Rate	\$2.46 \$1.70	0-100
Wasteful	\$12.01 \$12.06	101+

10. Commodity Charge for Potable Landscape Irrigation

Tier	Rate/ccf	Percent of Allocation
Low-Volume	\$1.80 \$1.36	0-60 0-40
Base Rate	\$2.46 \$1.70	61-100 41-100
Inefficient	\$4.01 \$4.09	101-160
Wasteful	\$12.01 \$12.06	161+

6. Commodity Charge for Potable Agriculture

Water supplied under this section shall be used only for the growing or raising, in conformity with recognized practices of husbandry, for the purposes of commerce, trade, or industry, of agricultural, or floricultural products, and produced (1) for human consumption or for the market, or (2) for the feeding of fowl or livestock produced for human consumption or for the market, such products to be grown or raised on parcels of land having an area of not less than five acres utilized exclusively there for.

Area	Rate/ccf	Per Acre Foot
Irvine Ranch Rate Area	~~\$2.23~~ \$2.36	~~\$971.39~~ \$1,028.00
Los Alisos Rate Area	\$2.88 \$2.36	\$1,254.53 \$1,028.00

Commodity Charges: Untreated Water System

1. Commodity Charge

The commodity charge for non-potable water used for agricultural purposes shall be:

Area	Rate/ccf	Per Acre Foot
~~IRWD~~ ~~rate~~ ~~areal~~ ~~vine~~	~~\$2.06~~ \$1.40	\$897.50 \$609.84

Non-potable water used for lake filler:

Tier	Rate/ccf	Percent of Allocation
Low Volume	~~\$1.11~~ \$1.01	0-40
Base Rate	~~\$1.46~~ \$1.36	41-100
Inefficient	~~\$2.41~~ \$2.33	~~101-130~~ 101-140
Wasteful	~~\$6.05~~ \$5.08	~~131+~~ 141+

2. Santiago Aqueduct Commission (SAC) Water

The commodity charge for non-potable SAC water used for agricultural and non-agricultural (landscape irrigation, commercial and grading) purposes shall be:

Area	Rate/ccf	Per Acre Foot
Agricultural	~~\$2.07~~ \$1.66	~~\$901.70~~ \$723.10
Non-Agricultural	~~\$1.79~~ \$1.40	~~\$780.36~~ \$609.84

3. Surcharge

The District reserves the right to impose, based upon relevant factors, a surcharge to the basic commodity rate for non-potable agricultural irrigation water.

4. Commodity Charge

The commodity charge for non-potable water used for landscape irrigation (other than SAC water):

Tier	Rate/ccf	Percent of Allocation
Low Volume	~~\$1.11~~ \$1.01	0-40
Base Rate	~~\$1.46~~ \$1.36	41-100
Inefficient	~~\$2.41~~ \$2.33	~~101-130~~ 101-140
Wasteful	~~\$6.05~~ \$5.08	~~131+~~ 141+

Commodity Charges: Recycled Water System

1. Commodity Charge for landscape irrigation

Tier	Rate/ccf	Percent of Allocation
Low Volume	~~\$1.11~~ \$1.01	0-40
Base Rate	~~\$1.46~~ \$1.36	41-100
Inefficient	~~\$2.41~~ \$2.33	~~101-130~~ 101-140
Wasteful	~~\$6.05~~ \$5.08	~~131+~~ 141+

2. Commodity Charge for landscape irrigation Recycled Loan Customers

Tier	Rate/ccf	Percent of Allocation
Low Volume	~~\$1.21~~ \$1.36	0-40
Base Rate	~~\$1.65~~ \$1.70	41-100
Inefficient	~~\$4.01~~ \$4.09	~~101-130~~ 101-140
Wasteful	~~\$12.01~~ \$12.06	~~131+~~ 141+

3. Commodity Charge for agricultural irrigation

Source	Rate/ccf	Per Acre Foot
Recycled	~~\$1.46~~ \$1.40	~~\$636.00~~ \$609.84

4. Commodity Charge for Commercial and Industrial

Tier	Rate/ccf	Percent of Allocation
Base Rate	~~\$1.03~~ \$0.95	0-100
Wasteful	~~\$6.05~~ \$5.08	101+

5. Commodity Charge for Commercial and Industrial Loan Customers

Tier	Rate/ccf	Percent of Allocation
Base Rate	~~\$1.65~~ \$1.70	0-100
Wasteful	~~\$12.01~~ \$12.06	101+

Allocations and Variances

1. Base Allocations for Commodity Charges

Monthly allocation includes a fixed component for indoor usage and a variable component based on evapotranspiration (ET) rate for landscape irrigation.

Account Type	Base Allocation Number of Residents	Landscape Area (LA)	Base Allocation Indoor	Base Allocation Outdoor ET x LA x PF	Total Allocation
Residential Detached	4	1300 sq. ft (0.03 acres)	# Residents x 50 gpd	ET x LA x 0.75	(Indoor x # days in bill service period) + Outdoor
Residential Condo Attached/ Detached*	3	435 sq. ft (0.01 acres)	# Residents x 50 gpd	ET x LA x 0.75	(Indoor x # days in bill service period) + Outdoor
Apartments*	2	N/A	# Residents x 50 gpd		Indoor x # days in bill service period
Potable Irrigation		Site specific based on irrigated acreage	N/A	ET x LA x 0.75	Outdoor based on bill service period
Recycled Irrigation		Site specific based on irrigated acreage	N/A	ET x Kc x 0.87	Outdoor based on bill service period
Commercial, Industrial, Institutional			Site specific, based on productivity, employees, water use efficiency practices etc.	Site specific, based on irrigation needs	Site specific, adjusted for # days in bill service period

*For master-metered apartments and condominiums, the base allocation is multiplied by the number of dwelling units.

gpd = gallons per day

CCF = 100 cubic feet. 1 CCF = 1 billing unit = 748 gallons

ET (evapotranspiration) – from IRWD weather stations located in coastal, central or foothill zones for cool season turf

LA = irrigated landscape acreage.

PF = plant factor. Adjusts ET based on plant needs relative to cool season turf and irrigation system efficiency requirements. The plant factor for potable irrigation is 0.75. For recycled water the plant factor is 0.87.

2. Variances from Ascending Tiered Rate Allocations

Water allocations are based on the number of residents, landscape square footage and actual daily weather and evapotranspiration (ET) data for each of three microclimates within the District rate area. Variances are available for larger than normal landscaped areas, more people living in the home or special medical needs.

Procedure

See IRWD Rules and Regulations, Section 12.6

3. Grounds for Variance

Proof acceptable to the District will be required for each ground(s) of variance.

a. Number of people residing in a residential dwelling unit.

Each additional person increases the base by 1.6 ccf/month (indoor usage factor x 0.8)

b. Landscape

Increased allocations shall be given for residential lot size beyond the standard base allocation lot size. It is the obligation of the customer to provide to the District acceptable documentation of the actual irrigated landscape area served.

c. Medical Needs

- Approval is contingent upon medical documentation.
- Increased allocation will be determined on a case by case basis and based on the type of medical need.

d. Licensed Care Facilities (in a residential dwelling unit)

- A current license from appropriate regulatory agency will be required.
- A licensed 24-hour care facility will be allocated increases based on the additional people per dwelling unit formula at 1.6 ccf per month per additional person.
- A licensed day care facility (not 24-hour) will be granted one ccf per additional person of the licensed 24-hour care facility.
- Additional allocation for medical reasons will be determined on a case by case basis.

e. Fire Control Zones

- Adjustments to allocations will be determined by the District based upon relevant factors such as area, slope, planting material, etc.

f. Commercial/Industrial/Public Authority

- Adjustments to the base allocation will be determined on a case by case basis. Relevant factors will include expansion of productive capacity, existing conservation practices that can be shown to have reduced water usage, severe economic hardship, etc.

g. New Account Establishment Variance

Landscape Accounts - will be placed on the base rate for the first six months.

Commercial and Industrial Accounts - will be placed on the base rate for the first six months.

4. Limitations

a. An approved variance will become effective on the date the request for variance is submitted to the District, but must be submitted within thirty (30) days of receipt of the bill.

b. Approvals are valid for a period specified by the District (one year or less), and must be resubmitted on or before the expiration date to remain in effect.

5. Effect of Increased Allocations

a. Residential:

Approved variances will extend each tier of the residential structure by a percentage.

b. Non-Residential:

Approved variances will extend each tier of the non-residential structure by a given percentage (or other method) determined on a case by case basis.

Pumping Surcharges

1. Potable Water Pumping Surcharges

A surcharge will be added to the commodity rate of those users who reside at higher elevations and cause the District to incur additional pumping costs to supply their water. The surcharge is based upon prevailing energy costs.

Zone Name	Surcharge/ccf
Zone 1	\$0.21
Zone 2	\$0.35
Zone 3	~~\$0.65~~ \$0.64

2. Recycled Water Pumping Surcharges

A surcharge will be added to the commodity rate of those users who reside at higher elevations and cause the District to incur additional pumping costs to supply their water. The surcharge is based upon prevailing energy costs.

Zone Name	Surcharge/ccf
Zone A	~~\$0.22~~ \$0.21
Zone B	~~\$0.36~~ \$0.34
Zone C	~~\$0.49~~ \$0.47

Temporary Water Service Connection

1. Monthly Service Charge

See Chart Gb on page 4.

2. Commodity Charge

Wherever feasible, recycled water shall be used for temporary construction uses. The Commodity Charge shall be as follows:

Irvine Ranch ~~Rate Area~~ – Potable	~~\$2.59~~ \$2.74 /ccf
Recycled – All rate areas	~~\$1.46~~ \$1.46 /ccf
~~Los Alisos Rate Area – Potable~~	~~\$3.74~~ \$2.74 /ccf

3. Meter Deposit

A deposit equal to the replacement cost of the construction meter shall be collected at the time of service application. For FY 2017-18, this is estimated to be ~~\$1,500.00~~ \$1,750.00. The deposit will be applied to the closing bill and any remaining amount refunded to the customer. Lost meters will result in forfeiture of deposit.

4. Materials for Repairing Damaged Construction Meters

	Cost
Eddy Valve (2")	\$ 200.00
Eddy Valve (3")	\$ 380.00
Meter, complete	\$ 1,012.00
Swivel Adapter	\$ 158.00
Register	\$ 113.00
Male Fitting	\$ 95.00
Female Attachment	\$ 158.00
Lock & Chain	\$ 30.00
Chain (per five-foot length)	\$ 11.00
Lock	\$ 15.00
Handle (main case)	\$ 323.00
Hydrant Collar	\$ 100.00
Rotor	\$ 94.00
Rotor Cap	\$ 27.00
Collar (with barrel lock)	\$ 106.00
Barrel Lock	\$ 6.00
Stores Clearing	40% of total parts billed
Labor & Overhead	\$ 120.00
Meter Body only	\$ 323.00
Meters	At cost

(1) ~~Santiago rates migrating to IRWD rates~~

New Account Fees for Water Service

This section is applicable to all requests for new or transferred service.

1. Charges

A fee of \$25.00 shall be collected to establish a new account for water and sewer service, or to transfer an existing account to a new location.

2. Residential Deposit

For residential customers, a deposit of \$50.00 may be required until a one year payment history is established.

3. Non-Residential Deposit

A deposit of \$100.00 is required until a one year payment history is established.

Delinquency, Returned Check and Service Restoration Charges

1. Delinquency Charges

All bills and charges for water, sewer and recycled water service shall be due and payable upon presentation and shall become delinquent twenty-five (25) calendar days thereafter. If payment is not made within twenty-five (25) calendar days after presentation, a late charge will be levied upon the unpaid balance as follows:

For residential and non-residential accounts with an unpaid balance of \$10 or more, a one-time charge of 10% of the unpaid balance plus 1.5% interest will be assessed, and each month thereafter the unpaid balance will be subject to an interest charge of 1.5%.

2. Non-Sufficient Funds Checks

A \$20.00 service fee will be charged for each check returned from the bank for non-sufficient funds.

3. Service Restoration Charges

(a) When service is discontinued because of delinquency in payment of a water, sewer, or recycled water bill, the service shall not be restored until all delinquent charges, late charges and interest charges, and a trip charge as specified in (b)(1) or (2), below, have been paid.

(b) When service is discontinued for any reason, including violation of the Rules and Regulations, service shall not be restored until a trip charge as specified in (1) or (2) below has been paid.

- (1) **Trip Charge During Normal Working Hours:** The trip charge applicable for work requested to be performed during normal working hours of the District will be \$70.00.
- (2) **Trip Charge After Normal Working Hours:** The trip charge applicable for work requested to be performed after normal working hours of the District will be \$95.00.

Section

2

Sewage System Charges

2.1 Monthly Sewage Service Charges

Residential	
(a) Single Family and Multi-family Dwelling Units	
<u>AVERAGE MONTHLY WATER USE^{1,2,3,4}</u>	<u>SERVICE CHARGE PER MONTH</u>
Over 1000 cubic feet (> 10 ccf)	• 100% rate = \$ 25.75 per unit
501-1000 cubic feet (5.01-10.0 ccf)	• 90% rate = \$ 23.20 per unit
0-500 cubic feet (0-5.0 ccf)	• 75% rate = \$ 19.30 per unit
(1) Monthly service charge based upon average of the actual lowest three water meter readings during the twelve month period ending December 31. (2) To qualify for the reduced rates a customer must have usage history for a full calendar year. (3) No credit will be granted for vacancies resulting from the normal turnover of occupants in an existing multiple dwelling unit. The price structure contained herein includes considerations of average vacancy rates. (4) A newly constructed multiple dwelling unit may be billed at the non-residential metered rate, with appropriate allowance for landscape irrigation, until the structure is substantially occupied.	
	<u>SERVICE CHARGE PER MONTH</u>
(b) Collection Service Charge (assumes 10.0 ccf)	\$ 8.40 per unit
(c) Treatment Service Charge (assumes 10.0 ccf)	\$ 14.80 per unit
Non-Residential	
Quantity charges are based on the supposition that 90 percent (90%) of non-residential water consumption returns to the sewer. Because of landscape irrigation or consumptive usage, some non-residential users may discharge substantially less of their metered water into the wastewater system. Those users may, upon request to the District, be permitted to have the amount of water being discharged into the sewer determined by means acceptable to the District. Upon request by the user and at the sole discretion of the District, an alternate service charge may be applied.	
(a) Shall apply to all commercial, industrial and institutional users whose consumption is equal to or less than an average of 10 ccf per month¹.	<u>SERVICE AND QUANTITY CHARGE PER MONTH</u>
	• Service charge - \$ 25.75 • Quantity charge greater than 10 ccf - \$ 2.74 /ccf
(1) To qualify for this rate, a customer usage history, based upon actual water meter readings, cannot be greater than 120 ccf in a full calendar year.	
(b) Shall apply to all commercial, industrial and institutional users whose consumption is in excess of 10 ccf per month.	<u>SERVICE /QUANTITY/COMMODITY CHARGE PER MONTH</u>
	• Service charge - \$25.75 • Quantity charge beyond 10 ccf - \$2.74 /ccf • Industrial Waste Charge - \$0.134 /ccf
	\$2.874/ccf

2.2 Non-Residential Sewage

This section shall be applicable to non-residential customers who discharge extra-strength sewage into the sewage collection system, or discharge or have the potential to discharge constituents subject to federal or state standards and local discharge limitations.

1. Alternative Service Charges

At the sole discretion of the District, users may request the application of an Alternative Service Charge for use. The Alternative Service Charge shall be based on measured quantity and quality of water being discharged to the sewer from the user's facility by a means acceptable to the District. The Alternative Service Charge for use shall be computed by the following formula:

$$\text{Charge for use} = VR_v + BR_b + SR_s$$

Where V = Total volume of flow in hundred cubic feet.

B = Total discharge of biochemical oxygen demand (BOD) in pounds.

S = Total discharge of suspended solids (SS) in pounds

R_v = \$ 1,570 per hundred cubic feet

R_b = \$ 0.437 per pound of BOD

R_s = \$ 0.381 per pound of SS

2. Fees for Noncompliance with Permit Conditions

a. Minor Violation

Condition where the limitation is less than the violation and the violation is less than the technical review criterion.

Fee per violation - \$350

b. Significant Noncompliance or Significant Violation

Condition where the violation is greater than the technical review criterion or qualifies under the definition of significant noncompliance.

Fee per violation - \$550

c. Batch Dump or Slug Load

Fee per violation - \$550

d. Probation Orders

Enforcement Compliance Schedule Agreements and subsequent two year probation, and Regulatory Compliance Schedule Agreements.

Fee per violation - \$550

e. Appeals to the Board of Directors

Appeal fee - \$500

3. Fats, Oils, and Grease (FOG) Control Programs Fees

FOG Binder:

The FOG Program Binder must be available during an inspection. Failure to locate the binder during an inspection, whether misplaced or lost, will trigger the issuance of a new FOG Binder. The \$50.00 replacement cost will be billed to the Food Service Establishment (FSE) at the time of replacement.

Permitting Fees:

A FOG **Wastewater** Discharge Permit of two-year duration is \$200.00.

Service Call and Follow Up Inspection Fees:

The General Non-Compliance Fee for District follow-up activities due to permit, ordinance, or regulatory non-compliance is \$100.00 per event.

Significant Non-Compliance Fees:

A condition where the violation continues after 45 days of notification to the FSE. The the fee is \$550.00 per violation and \$550.00 every 45 days thereafter.

4. Special Purpose Discharger Service Charges

Special Purpose Discharge Service Fees shall be applicable to those customers who have been required by the District to obtain a Special Purpose Discharge Permit issued jointly by the District and Orange County Sanitation District (OCSD). Sewage service charges will be based on reported and verified monthly flow to sewer.

Flow Service Charge: up to ~~\$1,361.09~~ \$1,471.56 per Million Gallons

5. Discharge Limits

The limits in this table are local limits. Customers subject to federal categorical pretreatment standards may be required to meet more stringent limits.

Constituent	Concentration Limit in mg/L
Arsenic	2.00
Cadmium	1.00
Chromium	2.00
Copper	3.00
Lead	2.00
Mercury	0.03
Nickel	10.00
Silver	5.00
Zinc	10.00
Cyanide (Total)	5.00
Cyanide (Amenable)	1.00
Polychlorinated Biphenyls	0.01
Pesticides	0.01
Total Toxic Organics	0.58
Sulfide (Total)	5.00
Sulfide (Dissolved)	0.50
Oil and grease of mineral or petroleum origin	100.00

Water Connection Fees

Residential

	IMPROVEMENT DISTRICT	0-5.8 DUs/acre	5.9-10.8 DUs/acre	10.9-25.8 DUs/acre	25.9+ ~~40.0~~ DUs/acre
Connection Fees Per Dwelling Unit	101*	\$3,696	\$3,260	\$2,762	\$2,332
	112	\$1,386	\$1,386	\$1,386	\$1,386
	112a (tax exempt)	\$2,550	\$2,550	\$2,550	\$2,550
	113	\$2,881	\$2,881	\$2,881	\$2,881
~~development~~ Development shall be	125	\$2,637	\$2,637	\$2,637	\$2,637
acres excluding private parks.	153	\$1,937	\$1,937	\$1,937	\$1,937
	153 PA 30	\$3,619	\$3,619	\$3,619	\$3,619
	185	\$1,652	\$1,652	\$1,652	\$1,652
	188	\$1,486	\$1,486	\$1,486	\$1,486
	*All others				

Commercial, Industrial and Public Authority – Office Building

	IMPROVEMENT DISTRICT	Commercial	Industrial	Public Authority
Connection Fees Per Gross Acre	101*	\$20,509	\$31,237	\$20,509
	112	\$9,007	\$9,007	\$9,007
	112a (tax exempt)	\$16,575	\$16,575	-
	113	\$21,042	\$0	\$10,521
	125	\$13,078	\$18,565	\$13,078
	153	\$10,176	\$14,444	\$10,176
	PA 30	\$17,955	\$25,488	\$17,955
	185	\$7,720	\$7,720	\$7,720
	188	\$5,867	\$5,867	\$5,867
	*All others			

Parks, Churches and Commercial Recreational Facilities

	IMPROVEMENT DISTRICT	Indoor Water Use	Outdoor ⁽¹⁾ Water Use
Connection Fees Per Fixture Unit	101*	\$64.23	\$226.03
~~(1) As calculated per UPC as revised.~~	125	\$43.47	\$152.35
(1) Calculated per Uniform Plumbing Code	153	\$33.86	\$118.69
	PA 30	\$59.72	\$209.31
	185	\$44.42	\$155.97
	188	\$29.31	\$103.12
	*All others		

Schools (Public and Private)

	IMPROVEMENT DISTRICT	Indoor Primary &/or Intermediate	Indoor Secondary	Landscape Primary Intermediate & Secondary
Connection Fees Per	101*	\$5,061	\$6,788	\$217
~~100 Students Average Daily Attendance~~	125	\$3,418	\$4,590	\$153
Connection Fees Per 100 Students	153	\$2,663	\$3,576	\$119
Based on Max Daily Attendance	PA 30	\$4,696	\$6,306	\$210
⁽²⁾ Minimum required	185	\$3,348	\$4,697	\$151
	188	\$2,681	\$3,587	\$114
	*All others			

High Volume User – Commercial and Industrial

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

Connection Fee Formula

Additional High Volume Water User Connection Fee =

[Est. GPD Gallons per Day use – (no. acres x use factor*)] x

\$1,155,083/cfs

646,320 gal/day/cfs

*Non-Residential Water Use Factor

Land Use Category

Water Use Factors

(Gal/Acre x /Day)

Commercial

2,000.00

Industrial

4,000.00

UCI

Special Contract

Definitions

Commercial: Commercial development includes but is not limited to the following uses: ~~but is not limited to~~ Hotels, retail and offices.

Industrial: Industrial development including includes but is not limited to the following uses: ~~Manufacturing~~, research and development, and ~~distributorships~~ distribution.

Methodology for Calculating Redevelopment Connection Fees

Redevelopment connection fees will be calculated using the following methodology, effective January 1, 2014:

1. Calculate water and sewer connection fee based on redevelopment plans utilizing current rates and charges;
2. Provide a credit based on the existing project (to be redeveloped) by calculating a connection fee using current rates and charges; and
3. The redevelopment connection fee calculation is the difference between the new development connection fee and the connection fee credit. No refunds will be given if the credit is greater than connection fee.

Service Installations by District

Customers may request the District to install, relocate or abandon domestic water, recycled water and fire protection service lines. To request an action listed above, the customer must submit a Quote Request Form for Service or Meter Modifications which can be obtained by contacting Development Services. District staff will prepare a cost estimate for the requestor. When payment is received, a work order will be issued to District staff to begin coordination and installation.

The District reserves the right to decline a customer's request for service installations by District for any reason. In the event the District declines to perform service installations, the requester will need to submit design plans for review and approval through Development Services. For further information, see Development Services Procedural Guidelines and General Design Requirements document which can be found at www.inwd.com.

Meter Installations by District

Customers may request the District to install or replace (downsize or upsize) domestic water or recycled water meters. To request an action listed above, the customer must submit a Quote Request Form for Service or Meter Modifications which can be obtained by contacting the District's Development Services. District staff will prepare a cost estimate for the requestor. When payment is received, a work order will be issued to District staff to begin coordination and installation. Meter installation and replacement charges are as follows:

<u>Meter size</u>	<u>Cost*</u>
5/8" x 3/4" **	\$130.00**
3/4"	\$200.00
1"	\$250.00***
1-1/2"	\$450.00

<u>Meter size</u>	<u>Cost*</u>
2" Disc	\$ 750.00
2" Turbo	\$1,300.00
3" Turbo	~~\$1,500.00~~ \$2,100.00
4" Turbo	~~\$2,800.00~~ \$3,400.00

* Prices shown are for standard meter installations only and do not include services, angle stops, meter boxes, meter box covers, vaults or meter box lids. Additional costs may apply. The customer will be responsible for any plumbing modifications downstream of the water meter.

** Developer installed-Residential only.

*** When a customer requests a meter to be upsized from 5/8" x 3/4" to 1", additional parts and labor will be required to make the conversion. The cost for District staff to perform this work is \$2,000.00 and will be collected along with the ~~standard~~ above 1" meter cost.

Costs for meters larger than 4-inches will be determined by the District's Purchasing Department at the time of request. Meters costs includes strainer.

Upsizing and Downsizing Meter Requests

1. It is the customer's responsibility to ensure that any upsizing or downsizing of the meter will not have any adverse effects to the customer's system as it relates to water pressure, fire protection or ability to successfully serve the demand of the home or business. The District may require OCFA approval of any modifications and/or a signed ~~waiver form provided by the customer~~ Request & Authorization to Change Meter Size form.
2. Any private-side (downstream of the water meter) modifications or repairs are the sole responsibility of the customer.
3. If for any reason the customer chooses to change back to the original size meter, all installation costs would once again apply.

A Quote Request Form for Service or Meter Modifications can be obtained at the District's Development Services Counter.

Domestic Water, Recycled Water and Natural Treatment System Plan Check and Inspection Fees

Plan check and inspection fees for water systems shall be calculated as ~~10~~8% of the bondable cost for the off-site, public, potable or recycled water system or a fixed fee as described below.: Residential or Natural Treatment Systems plans require a non-refundable deposit of 5% of the estimated cost. Non-residential plans require a nonrefundable \$100 deposit. The deposit shall be submitted when submitting for first plan check. Any remaining fees shall be paid prior to final approval of the plans

1. Installation of a 1" or 2 " service	\$400.00
2. Removal of a 1" or 2" service	\$400.00
~~3. Installation of a 4" or larger service~~	~~\$700.00~~
4-3. Installation of Fire DDCA or fire hydrants	\$500.00 \$1000.00
5-4. Installation of recycled water hydrants or temporary construction connections	\$500.00 \$1000.00

The overtime inspection rate is \$175.00.

~~The plan check and inspection fees for domestic water and recycled water systems will be calculated as 8% of the bondable cost or as a fixed fee as described above. Residential or Natural Treatment Systems plans require a non-refundable deposit of 5% of the estimated cost. Non-residential plans require a nonrefundable \$100 deposit. The deposit shall be submitted when submitting for first plan check. Any remaining fees shall be paid prior to final approval of the plans.~~

Interim Water Service Charge – New Developments

A one-time charge of \$35.10 per connection ~~to each pad~~ in a new tract and/or development will be made to builders and developers for unmetered water service available for that period of time after in-tract lines have been connected to the District's water system until the new customer begins metered water service.

Unmetered water service is not permitted for custom lots. Developers for custom lots will be required to apply for a domestic water construction meter prior to starting construction.

Sewer Connection Fees

Residential

	IMPROVEMENT DISTRICT	0-5.8 DUs/acre	5.9-10.8 Dus/acre	10.9-25.8 Dus/acre	25.9+ ~~40.0~~ Dus/acre
Connection Fees Per Dwelling Unit	1 (201)*	\$6,563	\$5,840	\$4,807	\$3,793
	212	\$3,617	\$3,617	\$3,617	\$3,617
	212a (tax exempt)	\$6,656	\$6,656	\$6,656	\$6,656
	213	\$5,040	\$5,040	\$5,040	\$5,040
Total acreage for any given	240	\$3,621	\$3,621	\$3,621	\$3,621
development shall be gross	225	\$2,847	\$2,847	\$2,847	\$2,847
acres excluding private parks.	253	\$2,251	\$2,251	\$2,251	\$2,251
Parks.	253 PA 30	\$3,776	\$3,776	\$3,776	\$3,776
	256	\$25,839	\$25,839	\$25,839	\$25,839
	285	\$2,949	\$2,949	\$2,949	\$2,949
	288	\$2,549	\$2,549	\$2,549	\$2,549
	OPA1 (Ridgeline)	\$4,430	\$4,430	\$4,430	\$4,430
	*All others				

Commercial, Industrial and Public Authority – Office Building

	IMPROVEMENT DISTRICT	Commercial	Industrial	Public Authority
Connection Fees Per Gross Acre	1 (201)*	\$36,780	\$64,170	\$36,780
	212	\$21,597	\$21,597	\$21,597
	212a (tax exempt)	\$39,741	\$39,741	-
	213	\$30,028	\$0	\$15,526
	240	\$16,534	\$0	\$16,534
	225	\$13,921	\$16,468	\$9,924
	253	\$10,329	\$17,140	\$10,329
	253 PA 30	\$16,839	\$27,941	\$16,839
	285	\$5,894	\$5,894	\$5,894
	288	\$10,059	\$10,059	\$10,059
	*All others			

Parks, Churches and Commercial Recreational Facilities

	IMPROVEMENT DISTRICT	Fee
Connection Fees Per Fixture Unit	1 (201)*	\$406.93
	240	\$245.99
	225	\$218.19
	253	\$161.89
	253 PA 30	\$263.91
	288	\$66.74
	*All others	

Schools (Public and Private)

	IMPROVEMENT DISTRICT	Primary & Intermediate	Secondary
Connection Fees Per	1 (201)*	\$19,282	\$25,713
100 Students Average Daily Attendance	240	\$11,626	\$15,504
Connection Fees Per 100 Students	225	\$10,252	\$13,669
Based on Max Daily Attendance	253	\$7,606	\$10,141
	253 PA 30	\$12,399	\$16,532
	288	\$3,213	\$4,282
	*All others		

Sewer Lateral Installations by District

The District does not install sewer laterals.

Irvine Business Complex – Non-Residential

	<u>Commercial/Industrial</u>		
	(1)	(2)	(3)
	<u>Low Demand</u>	<u>Average Demand</u>	<u>High Demand</u>
Connection Fees Per 1,000 Square Feet	\$253	\$1,564	\$3,707

- (1) Low Demand connections are the following categories of users: Nurseries, Warehouses, Parking Structures, RV Storage, Churches, Truck Terminals, RV Parks, Lumber/Construction Yards, and other discharge whose flow is similar in volume to these listed categories.
- (2) Average Demand connections other than listed in Low or High Demand categories.
- (3) High Demand connections are the following categories of users: Restaurants, Supermarkets, Car Washes, Coin Laundries, Amusement Parks, Shopping Centers with Restaurants, Food Processing Facilities, Textile Manufacturers, and other discharges whose flow is similar in volume to these listed categories.

High Volume User – Commercial and Industrial

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

Connection Fee Formula

Additional High Volume Sewer User Connection Fee =

* Sewer GPD = 90% of water GPD

[Est. GPD use * – (no. acres x use factor**)] x \$16.52/Gal. of Sewer Flow

**Non-Residential Sewage Flow Generators
(Use Factors)

Land Use Category

Average Flows

Commercial

1,300.00

Industrial

2,600.00

UCI

Special Contract

Definitions

Commercial: Commercial development includes but is not limited to retail and offices

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

Methodology for Calculating Redevelopment Connection Fees

Redevelopment connection fees will be calculated using the following methodology, effective January 1, 2014:

1. Calculate water and sewer connection fee based on redevelopment plans utilizing current rates and charges;
2. Provide a credit based on the existing project (to be redeveloped) by calculating a connection fee using current rates and charges; and
3. The redevelopment connection fee calculation is the difference between the new development connection fee and the connection fee credit. No refunds will be given if the credit is greater than connection fee.

Sanitary Sewer Plan Check and Inspection Fees

The plan check and inspection fee for public sewer systems will be calculated as 10% of the bondable cost. A non-refundable deposit of 5% of the estimated cost of the sewer system is required with the submittal of the first plan check. Any remaining fees shall be paid prior to final approval of the plans. The overtime inspection rate is \$175.00.

District Closed Circuit Television Inspection Charges Initial TV Inspection Fee

A fee of \$.60 per linear foot as measured from the center line of manholes will be charged for all 6-inch and larger sewer lines to be inspected by a closed circuit television camera. The District will furnish the special camera equipment and manpower to fulfill this inspection requirement. This fee is to be paid along with the other connection, meter, and inspection fees prior to the District signing developer's tract utility plans.

Reinspection

Fees will be assessed for Reinspection by District TV Crew after corrective work is completed. Those portions of the pipeline system that have been corrected must be retelevised.

1. District fees for retelevising corrective work will be a flat set-up fee of two hundred fifty dollars (\$250.00) plus \$.60 per foot of sewer line reinspected measured centerline to centerline of manholes.
2. Payment for retelevising estimated inspection fees must be received by the ~~District Engineering Inspection Division~~ Development and Inspection Services prior to scheduling the reinspection. Retelevising will not be done until the fees are paid.

Cancellation of District's TV Inspection

If it is determined by either the Contractor or Developer that the job site will not be ready or accessible for the television inspection on the scheduled date, as notified, the Contractor shall notify the District Inspection Division of the necessary cancellation at least 24 hours in advance of the scheduled inspection to avoid being charged a cancellation fee.

1. If the District's television crew arrives at the job site and the work is not ready or accessible, the Contractor and owner will be billed for the cancellation fee of two hundred fifty dollars (\$250.00), payable to the District prior to the date of the rescheduled television inspection.
2. A rescheduled inspection is to be made through the District's project inspection division.

Optional Developer TV Inspection

If the Contractor or Owner desires to have a portion of, or the entire job, TV inspected for his convenience, he will be charged a fee of one hundred fifty dollars (\$150.00) plus \$.60 per foot of sewer line inspected measured centerline to centerline of manholes.

Exhibit B: History of Revisions to Schedule of Rates and Charges

DATE ADOPTED	RESOLUTION	REVISION	EFFECTIVE DATE
05-23-77	1977-49	Rescind 1973-48 & 1977-42	
08-29-77	1977-71	Change in Connection Charges	09-01-77
02-27-78	1978-31	Rescind 1977-71	
		Discontinue Water & Sewer Service	03-01-78
07-10-78	1978-135	Rescind 1978-31	07-10-78
08-28-78	1978-154	Rescind 1978-135	08-28-78
01-08-79	1979-02	Rescind 1978-154	
		Increase Water Commodity Charges	01-08-79
06-25-79	1979-25	Rescind 1979-02	
		Increase Water & Sewer Charges	07-01-79
07-30-79	1979-41	Rescind 1979-25	07-30-79
06-23-80	1980-28	Rescind 1979-41	07-01-80
08-25-80	1980-49	Rescind 1980-28	08-25-80
12-22-80	1980-77	Rescind 1980-49	
		Increase Wastewater System Charges	01-01-81
06-15-81	1981-103	Rescind 1980-77	07-13-81
07-13-81	1981-132	Rescind 1981-103	07-13-81
06-28-82	1982-48	Rescind 1981-132	
		Increase Connection Fees & Water & Sewer Rates	07-01-82
09-27-82	1982-61	Rescind 1982-48	10-01-82
11-22-82	1982-67	Rescind 1981-61	12-01-82
06-27-83	1983-116	Rescind 1982-67	07-01-83
11-21-83	1983-137	Rescind 1983-116	
		Increase Dom. Water Rates & ImPLY. Mod. Sewer Rates	01-01-84
12-12-83	1983-132	Rescind 1983-131	
		High-rise Connection Fees (Sewer)	01-01-84
04-23-84	1984-13	Rescind 1983-132	
		Untreated & Recycled Water For Ag Use Commodity Charges Increase	06-01-84
06-25-84	1984-22	Rescind 1984-13	
		Decrease Water & Sewer Charges, Increase Connection Fees	07-01-84
09-10-84	1984-43	Rescind 1984-22	10-01-84
01-28-85	1985-2	Rescind 1984-43	02-01-85
02-25-85	1985-7	Rescind 1985-2	02-25-85
03-25-85	1985-31	Rescind 1985-7	03-25-85
		High Volume Connection Fee Reduce Connection Fees I.D. 103 & 3(203)	
06-24-85	1985-37	Rescind 1985-31	07-01-85
		Decrease Water & Sewer Chgs. Change Recycled Landscape Charge	
12-16-85	1985-115	Rescind 1985-37	01-01-86
06-23-86	1986-28	Rescind 1985-115	07-01-86
03-23-87	1987-11	Rescind 1986-28	04-01-87
		High Volume Connection Fees	

Continued

DATE ADOPTED RESOLUTION	REVISION	DATE		EFFECTIVE
06-22-87	1987-27	Rescind 1987-11	Increase R-W; Nonpotable Ag	07-01-87
08-10-87	1987-44	Rescind 1987-27	Reduce Connection Fees I.D.'s 103,3(203), 102(120)121 & 106(160)161	07-10-87
09-28-87	1987-49	Rescind 1987-44	Industrial Waste Program	10-01-87
01-25-88	1988-18	Rescind 1987-49	Add Portola Hills Sewer Serf. Add Water Pumping Surcharge	02-01-88
06-27-88	1988-61	Rescind 1988-18	Reduce Monthly Sewer Charge	07-01-88
08-22-88	1988-66	Rescind 1988-61	Adjust Connection Fees	08-23-88
06-26-89	1989-38	Rescind 1988-66	Reduce Monthly Sewer Charge Reduce Recycled Landscape Increase Untreated and Recycled Ag Rates	07-01-89
08-28-89	1989-58	Rescind 1989-38	Adjust Connection Fees	08-28-89
06-26-90	1990-20	Rescind 1989-58	Reduce Monthly Sewer Charge Reduce Untreated and Recycled Ag Rates	07-01-90
07-23-90	1990-24	Rescind 1990-20	Adjust Connection Fees	07-23-90
01-28-91	1991-05	Rescind 1990-24	Eliminate High Rise and Adjust Connection Fees Add Excessive Use Surcharge	02-01-91
04-22-91	1991-09	Rescind 1991-05	Ascending Block Rate Structure and Request for Variance	06-01-91
05-28-91	1991-13	Rescind 1991-9	Commodity Rates for Landscape Customers	06-01-91
06-10-91	1991-19	Rescind 1991-13	Commodity Rates for Ag., Untreated Landscape, Portola Hills Sewer Rates and Coastal Recycled Rates	07-01-91
07-12-91	1991-37	Rescind 1991-19	Adjust Connection Fees	07-12-91
10-28-81	1991-46	Rescind 1991-37	Increase Ag Water Rate	10-28-91
04-30-92	1992-12	Rescind 1991-46	Modify Ascending Block Rate Structure	04-30-92
06-22-92	1992-22	Rescind 1991-13	Modify Ascending Block Rate Structure	07-02-92
09-28-92	1992-40	Rescind 1992-22	Adjust Connection Fees	09-28-92
01-25-93	1993-3	Rescind 1992-40	Landscape Irrigation Rates	02-01-93
03-04-93	1993-8	Rescind 1993-3	Modify Ascending Block Rate Structure	04-01-93
06-28-93	1993-22	Rescind 1993-8	Increase Water Rate and Reduce Monthly Sewer Charge	07-01-93
07-28-93	1993-26	Rescind 1993-22	Decrease Water Rates	08-01-93
09-13-93	1993-29	Rescind 1993-26	Adjust Connection Fees	09-14-93

Continued

DATE
ADOPTED
RESOLUTION REVISION

DATE

EFFECTIVE

06-13-94	1994-10	Rescind 1993-29	Increase Water Rate	07-01-94
08-08-94	1994-18	Rescind 1993-10	Adjust Connection Fees	08-08-94
08-14-95	1995-20	Rescind 1994-18	Adjust Connection Fees	08-14-95
08-28-95	1995-24	Rescind 1995-20	Adjust Pumping Surcharges	10-01-95
09-25-95	1995-27	Rescind 1995-20	Adjust Connection Fees and	09-25-95
09-25-95	1995-27	Rescind 1995-24	Adjust Pumping Surcharges	11-01-95
10-23-95	1995-31	Rescind 1995-27	Adjust Pumping Surcharges	11-01-95
11-27-95	1995-35	Rescind 1995-31	Add Monthly Sewer Service Charge - Newport Coast	12-01-95
01-08-96	1996-3	Rescind 1995-35	Adjust Connection Fees to I.D. 240	01-08-96
06-10-96	1996-19	Rescind 1996-3	Adjust Pumping Surcharges	
			Increase Nonpotable Water Charges and Modify Ascending Block Rate Allocations	07-01-96
08-12-96	1996-27	Rescind 1996-19	Adjust Connection Fees	08-12-96
08-27-96	1996-28	Rescind 1996-27	Adjust Connection Fees to I.D.'s 140 & 240	08-27-96
09-23-96	1996-32	Rescind 1996-28	Adjust Water and Sewer Fixed Charges	09-23-96
10-14-96	1996-33	Rescind 1996-32	Adjust Sewer Service Charges for Non- Residential & Portola Hills	10-14-96
06-30-97	1997-17	Rescind 1996-33	Modify Rates and Charges and Connection Fees	06-30-97
10-01-97	1997-29	Rescind 1997-17	Modify Ascending Block Rate Structure Terminology	10-01-97
06-08-98	1998-21	Rescind 1997-29	Miscellaneous Adjustments to Schedule of Rates and Charges	07-01-98
08-24-98	1998-33	Rescind 1998-21	Adjust Connection Fees	08-24-98
06-28-99	1999-25	Rescind 1998-33	Adjustments to Schedule of Rates and Charges	07-01-99
06-26-00	2000-18	Rescind 1999-25	Adjustments to Schedule of Rates and Charges	07-01-00
07-24-00	2000-24	Rescind 2000-18	Adjustments to Schedule of Rates and Charges	07-25-00
06-25-01	2001-24	Rescind 2000-24	Adjustments to Schedule of Rates and Charges	07-01-01
06-24-02	2002-22	Rescind 2001-24	Adjustments to Schedule of Rates and Charges	07-01-02
12-09-02	2002-47	Rescind 2002-22	Adjustments to Schedule of Rates and Charges	12-09-02
03-10-03	2003-7	Rescind 2002-47	Adjustments to Schedule of Rates and Charges	03-10-03
06-23-03	2003-20	Rescind 2003-7	Adjustments to Schedule of Rates and Charges	07-01-03
09-08-03	2003-35	Rescind 2003-20	Adjustments to Schedule of Rates and Charges	09-08-03
06-28-04	2004-25	Rescind 2003-35	Adjustments to Schedule of Rates and Charges	07-01-04
07-12-04	2004-32	Rescind 2004-25	Adjustments to Schedule of Rates and Charges	07-12-04
10-11-04	2004-51	Rescind 2004-32	Adjustments to Schedule of Rates and Charges	10-11-04
06-27-05	2005-20	Rescind 2004-51	Adjustments to Schedule of Rates and Charges	07-01-05

DATE ADOPTED RESOLUTION	REVISION	DATE	EFFECTIVE
09-26-05	2005-31	Rescind 2005-20	Adjustments to Schedule of Rates and Charges 10-10-05
10-10-05	2005-35	Rescind 2005-31	Adjustments to Schedule of Rates and Charges 10-10-05
06-26-06	2006-20	Rescind 2005-35	Adjustments to Schedule of Rates and Charges 06-27-06
07-24-06	2006-27	Rescind 2006-20	Changes to Water & Sewer Connection Fees 07-24-06
06-25-07	2007-16	Partially Modifies 2006-27	Adjustments to Schedule of Rates and Charges 06-26-07
07-16-07	2007-21	Partially Modifies 2006-27	Changes to Water & Sewer Connection Fees 07-17-07
06-23-08	2008-36	Rescind 2007-21	Adjustments to Schedule of Rates and Charges 07-01-08
07-28-08	2008-45	Partially Modifies 2008-36	Changes to Water & Sewer Connection Fees 07-29-08
06-22-09	2009-20		Adjustments to Schedule of Rates and Charges 06-23-09
07/27/09	2009-24	Partially Modifies 2009-20	Changes to Water & Sewer Connection Fees 07/28/09
06/28/10	2010-19		Adjustments to Schedule of Rates and Charges 07/01/10
07/26/10	2010-22	Partially Modifies 2010-19	Changes to Water & Sewer Connection Fees 07/27/10
02/28/11	2011-3	Partially Modifies 2010-22	Changes to Sewer Connection Fees 03/01/11
06/27/11	2011-25	Rescind 2010-19	Adjustments to Schedule of Rates and Charges 07/01/11
07/25/11	2011-33	Rescind 2011-25	Changes to Water & Sewer Connection Fees 07/26/11
06/25/12	2012-26	Rescind 2011-25	Adjustments to Schedule of Rates and Charges 07/01/12
10/08/12	2012-41	Partially Modifies 2012-26	Changes to Water & Sewer Connection Fees 10/09/12
12/10/12	2012-57		Adjust Connection Fees to IDs 112 & 212 12/11/12
06/24/13	2013-21	Rescind 2012-26	Adjustments to Schedule of Rates and Charges 07/01/13
12/16/13	2013-60	Partially Modifies 2013-21	Changes to Water & Sewer Connection Fees 01/01/14
06/23/14	2014-32		Adjustments to Schedule of Rates and Charges 07/01/14
07/14/14	2014-33	Partially Modifies 2014-32	Changes to Water & Sewer Connection Fees 07/15/14
11/10/14	2014-50		Changes to the Rules and Regulations for Water, Sewer, Recycled Water, and Natural Treatment System Service 11/11/14
06/22/15	2015-17	Rescind 2014-50	Adjustments to Schedule of Rates And Charges 07/01/15
07/27/15	2015-19	Partially Modifies	Changes to Water & Sewer Connection Fees 07/28/15
06/27/16	2016-10		Adjustments to Schedule of Rates and Charges 07/01/16
07/25/2016	2016-21	Partially Modifies	Changes to Water & Sewer Connection Fees 07/26/2016

June 8, 2016

Exhibit "C"

Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92616
(P.O. Box 5149)

RECEIVED

JUN 19 2017

FINANCE
IRVINE RANCH WATER DISTRICT

Regarding: Proposed Water Change in Rates
Commodity Charges
for Residential Rates

The chart shows an increase of \$.15
for low volume and base rate, an
increase of \$.08 for inefficient and
ONLY a \$.05 increase for wasteful.

This is not correct. It should at
least be .10 or .15 for wasteful and only
.05 increase in low volume! This is unfair.

Also, how is an outdoor allotment
considered. Do property owners
with large yards (or areas) pay
the same as condo owners with
small yard spaces? (Ours is ^{shown as} 475 s.f. but
much of that is hardscape, on your bill)

Please respond to: M. Rakhshani

Add to Mawine Rakhshani
@ 16 Acacia Tree Lane
Irvine, CA 92612

Acct # 7507 300000
meter # 814 18609

EXHIBIT "C-1"

JOHN JAEGER
14242 Wyeth Avenue
Irvine, CA 92606

June 11, 2017

RECEIVED

Board of Directors
IRWD
15600 Sand Canyon
Irvine, CA 92618

JUN 13 2017
FINANCE
IRVINE RANCH WATER DISTRICT

RE: YET ANOTHER Rate Increase

Dear IRWD Board of Directors:

I oppose this next rate hike, and I oppose your cronyism.

IRWD's proposed residential commodity rate for low volume would increase from \$1.21 to \$1.36 per ccf, a 12.4% increase. Your "reasoning" for this 12.4% increase is the 11% increase assessed by OCWD plus the 4% increase assessed by MWDOC. What proportion each of these respective increases has on IRWD's total supply is not shown, but it is almost certainly not as great as 12.4%, which you are charging customers.

It has become an annual event, your rate hikes. Proposition 218, requiring that increases in utility costs can only be based on your costs, has long been disregarded by each and every one of you board members. This is because your cabal has carefully maintained complete control of board membership for at least twenty years. No outsiders have been elected to the IRWD board, because you seem to have conspired to resign months before your respective terms end, in order to appoint a crony, who then runs as an "incumbent," with the considerable advantages such incumbency offers.

This seems to be very unethical to me, violating Proposition 218 in spirit if not in letter, and circumventing fair election practices by keeping out any independent thinkers from the community. I think you IRWD Board members should be ashamed of your reprehensible behavior, from rate hikes, to cronyism. Neither is in the best interests of the public, which *elects* you and which you are *supposed to represent*, but clearly do not.



John Jaeger, MBA

C: Irvine City Council

Josephine Hsu
111 Tomato Springs
Irvine, CA 92618
May 30, 2017

RECEIVED

JUN 05 2017

Irvine Ranch Water District
Board of Director
P.O. Box 5149
Irvine, CA 92616
[REF] IRWD Notice of Proposed Water and Sewer Rate Change

FINANCE
IRVINE RANCH WATER DISTRICT

Dear Sir or Madam:

I protest increasing water rate to low volume and base rate tiers, and in favor passing on increase to the uncontrollable water costs to wasteful tiers.

I want to believe any loving and caring Irvine resistances are doing the best to conserve fresh water; reduce frequency toilet flashing, watering garden with household waste water, shut off water when brushing teeth, reduce shower time within 5 minutes, upgrade water saving toilets and faucets, spend hundreds upgrade irrigation system with smart irrigation controller and water saving spread heads to water garden when is necessary, spend hundreds upgrade high efficient washing machine, and more; in support statewide drought emergency regulatory and avoid state penalty. We have successfully done it thought the statewide drought, and state suggests prohibiting on water wasteful practices. This proposed water rate increases do not in line with state prohibits on wasteful practices, and in fact, rewarding wasteful tier.

12.4% increase on Low Volume tier
3% increase on Base Rate tier
2% increase on Inefficient tier
0.4% increase on Wasteful tier

In conclusion, I am in favor water saving, and water district shall support resistance who does their best to converse water by not to increase water rate to low volume and base rate tiers, and passing on increasing water costs to wasteful tier.

Sincerely,



Josephine Hsu

Alison and Bayle Smith



16 Harborcrest, Irvine, CA. 92604

949 502 5434

boalimrb@aol.com

RECEIVED

June 1, 2017

JUN 05 2017

FINANCE
IRVINE RANCH WATER DISTRICT

To Whom It May Concern:

We recently had a leak in our irrigation system which caused our water bill to rise. We are working on an adjustment to this enclosed bill as we have now completed repairs. Looking at this bill (please see enclosed) brought the high cost of water to our attention and we inquired about the rates and the possibility of the rates going down now that we are no longer in a drought. It seems to us that the main reason the rates went up was specifically to insure less water use. It seems that now that the drought is over the rates would be adjusted. We were informed that the rates were just adjusted in May and to our surprise, instead of going down, all rates have risen.

We write this letter to protest this rise in rates and beg you not to raise the rates of our water in Irvine. The rates should be lowered to the rates we had before the drought. There is no reason to raise the rates now that the drought is over.

A reply is appreciated.

Sincerely,

Alison and Bayle Smith

IRWD Account # 4523600000



May 15, 2017

Irvine Ranch Water District
P.O. Box 5149
Irvine, CA 92616

RECEIVED

JUN 05 2017

FINANCE
IRVINE RANCH WATER DISTRICT

Gentlemen:

This letter is in reference to the proposed water rate hike. I am a senior living in Irvine and like many of us, on limited income. These increases that you keep having is making it a real hardship to manage and budget for. Unlike the other utility companies, Irvine Water District does not offer any type of Senior discount and places us in the pool of people with two incomes, etc.

I use very little water all part of my conservation effort. I have tried to be aware of my usage, had someone come to check my house of which I gave her advice on a few items. I feel I am being penalized for not using enough water of which you deny. But when you see that you have only used a dollar or two of water and all the rest of the charges are the high fees that are imposed it is a really bad situation.

I know that I cannot change this increase but feel that my voice needs to be heard and maybe in some way help the seniors in your neighborhood.

Sincerely,



Lillian Graham
80 Timber Run
Irvine, CA 92614

Monday May 15, 2017

Irvine Ranch Water District
PO Box 5149
Irvine CA
92616

RECEIVED

MAY 24 2017

FINANCE
IRVINE RANCH WATER DISTRICT

Proposed Water and Sewer Rate Change July 1, 2017-2018

Dear Sirs:

I strongly oppose the rate change. This methodology is the same that has been given the past three years. These changes punish the Low Volume Tier users and reward the Wasteful Tier users. The increase of \$0.15 per ccf for Low Volume Tier users versus \$0.05 per ccf for Wasteful Tier users is presented without backup data. You state that the reasons are attributed to uncontrollable pass through costs from OCWD pumping (11% increase) and MWDOC imported water (4% increase). These pumping and pass through charges are less than last year for OCDW pumping (24% increase) and MWDOC (4-12% increase). But the rate increase per ccf are higher. As a matter of fact, for FY 2016-17 Rates were reduced for the Wasteful Tier from \$14.53 to \$12.01 per ccf, which shows that Low Volume tier users are paying more than Wasteful Tier users.

How does the district justify these increases with regards to Proposition 218 "property-related fees" with respect to both water and sewer charges?

How much water is forecasted to be purchased from OCWD and MWDOC?

What is the number of IRWD of 97,181 customers grouped into the four Tiers?

Customers can reduce water consumption but this is a very small amount compared to the fixed water and sewer charges. How do you control fixed charges?

Should the IRWD be disbanded and the City of Irvine join the other seventeen OC cities as a member of the Municipal Water District of Orange County?

Please address these questions at the Public Hearing. I wish to appear and make comments at the public hearing

Thank you,

Manuel V. Contaoi
3921 Olive Street
Irvine, CA 92606
7514000000



Irvine Water District

Subject: Rate Increase

I am very upset with the price increase notice I received. I don't think it is fair. The drought is now over and we have cut our water usage. This should be the time for a decrease. Incomes are only rising 2.7% but this increase is 12.4% on low volume and the next largest increase is in the base rate. You could at least reward the people with lower volume and put a bigger increase on the "wasteful".

The letter states that local groundwater is increasing 11% which has the greatest impact on the volume tier but you are increasing the low volume tier by 12.4% so you are not offsetting any of the increase. I work for a business and when we have a cost increase we have to offset that and not increase prices. You should be improving efficiency and cutting costs.

It doesn't make sense that the most expensive water is increasing 4% but the higher tiers are only increasing less than 2%.

I reviewed your budget on line. I saw that you were increasing staffing and had merit and cola adjustments-well above the average I referenced above. Overtime was increasing significantly even as you add staffing.

Wendy Sobeski

72 Burlingame

Irvine



RECEIVED

MAY 17 2017

FINANCE
IRVINE RANCH WATER DISTRICT

Irvine Ranch Water District
P.O. Box 5149
Irvine, CA 92616

RECEIVED

May 9, 2017

MAY 17 2017

Subject: Protest against proposed rate increases

FINANCE
IRVINE RANCH WATER DISTRICT

To whom it may concern,

I am filing a protest against recently proposed IRWD increases for the following reasons:

1. We do not receive facts on what IRWD has done or is doing to cut and control costs within their organization.
2. We can see in public records that IRWD management and employees receive large salaries and benefits well beyond the average citizens in Irvine.
3. It appears nothing was done before or during the drought period in the way preparing for or mitigation for predictable droughts in CA.
4. We experience increases whether water is short or plentiful.
5. Speaking for our household, we have always conserved and cut back even more when asked and yet, our bills did not go down and we have already incurred one increase with the same reasons cited each time.
 - We removed grass and plants
 - We cut back on in house use
 - We remain frugal in water useage

Citizens have the right to know specifics in terms of cut backs and cost control methods in place to ensure the consumer is not the sole bearer of increases. Citizens should not be expected to support excessive salaries and benefits in contracts that are unfair to the consumers of your product. We should also know what you are doing to reduce the impact of potential ongoing or recurring drought to the consumer.

Regards,



Mary Kerper
18 Blazing Star
Irvine, CA 92604
949-551-9484

May 7, 2017

IRWD
P.O. Box 5149
Irvine, CA 92626

RECEIVED

MAY 17 2017

FINANCE
IRVINE RANCH WATER DISTRICT

RE: Protest regarding proposed rate increase

I protest the IRWD's request to change the Water and Sewer rate.

IRWD's notice fails to demonstrate justification for the change. As a public agency, IRWD must share their "annual budget process calculation" to illustrate the reason they need to increase rates. The notice IRWD supplied is anecdotal, and lacks substance. A true accounting statement is required.

IRWD's rates have been increased steadily especially during the drought period.

On April 7, 2017, Governor Brown declared the drought was over. In good conscious and to demonstrate fairness towards the public, IRWD should restructure its charges:

- Eliminate tiered rates – Inefficient, and Wasteful
- Remove the drought Water Usage Charge
- Reset residential water budgets to realistic usage

Again, any rate increase is protested. IRWD has shown no valid reason for the increase, and continues to collect "drought related" charges / fees.

Thank you,


Mark Digiambattista
2403 La Mesa Ct
Costa Mesa, CA 92627

MARK A. CLAYPOOL

21726 Newvale Dr.
Lake Forest, Ca 92630
949-600-6998

May 7, 2017

Irvine Ranch Water District
PO Box 5149
Irvine Ca, 92616

RECEIVED

MAY 17 2017

**FINANCE
IRVINE RANCH WATER DISTRICT**

Dear IRWD,

This is my statement of **PROTEST** for any rate increases to my water service.

I have been a resident of Orange County all my life. I have experienced a California that was once full of rolling hills blotched with orange groves around quiet little communities to what it is today, over crowded and over developed.

Politics aside, the people of this state deserve a break from the onslaught of taxes and fees that we are hit with at every turn. Recently, the state has approved a massive tax on our gasoline. I will never see the benefit of my money being spent on this. My fear is a culture of "taking the people's money" is growing much more than what already exists. Raising the water rates adds to the people's problems including mine. I will never see the benefit of more of my money being spent on you, instead of spending that money on my family... Consider NOT raising the rates, enough is enough. You ask us to live with less, so I ask you to live with no more.

- We live on a blue planet, not a brown one. Please find other means to access the over abundance of water that is available to use.
- Please use the God given water we get from rain, and stop letting the majority of it run uselessly into the ocean. (Even "Rickey the Raindrop" would disapprove of this environmental extremism)
- If the population of California were only 1000 people, we would never be in a "drought". Maybe we should stop the massive neighborhood developments that are exploding everywhere which keep tapping into the water supplies for eternity.

Sincerely,



Mark A. Claypool

EXHIBIT "C-10"

May 10, 2017

IRWD

PO Box 5149

Irvine, CA 92616

RECEIVED

MAY 17 2017

FINANCE
IRVINE RANCH WATER DISTRICT

Re: Proposed Increases

To whom it may concern,

I am opposed to any proposed increase to water costs
and service price increases.

Sincerely,


Raul Ramirez

24 Coca

Foothill Ranch, CA 92610

05/07/2017

Jennifer Morse

6 Ravenna

Irvine, CA 92614

Tippingj6@hotmail.com

RECEIVED

MAY 17 2017

FINANCE
IRVINE RANCH WATER DISTRICT

To Whom It May Concern:

This is a written protest regarding the proposed rate increase. I am on unemployment and the rate increase would greatly affect my finances. Please take this into consideration.

Thank You,

A handwritten signature in black ink that reads "Jennifer Morse". The signature is written in a cursive, flowing style.

Jennifer Morse

Exhibit "D"



Board Workshop
Operating Budget and Rate Proposal
FY 2017-18

Board Meeting
June 26, 2017



Schedule for Budget & Rate Adoption

FY 2017-18 Operating Budget and Rates

February 7	F&P Committee: Budget Considerations
March 7	F&P Committee: Preliminary Budget Review
March 23	Special F&P Committee: Detailed Budget Review
April 4	F&P Committee: Budget Update, Impact on Rates
April 10	First Board Workshop
April 24	Second Board Workshop: Staff recommends adoption of Budget and approval of Proposition 218 Notices
May 5	Proposition 218 Notices mailed
June 26	Adopt FY 2017-18 Rates & Charges

Irvine Ranch Water District

2

OPERATING BUDGET



2017-18 Operating Budget

Key drivers comparison to prior year budget

(in millions)

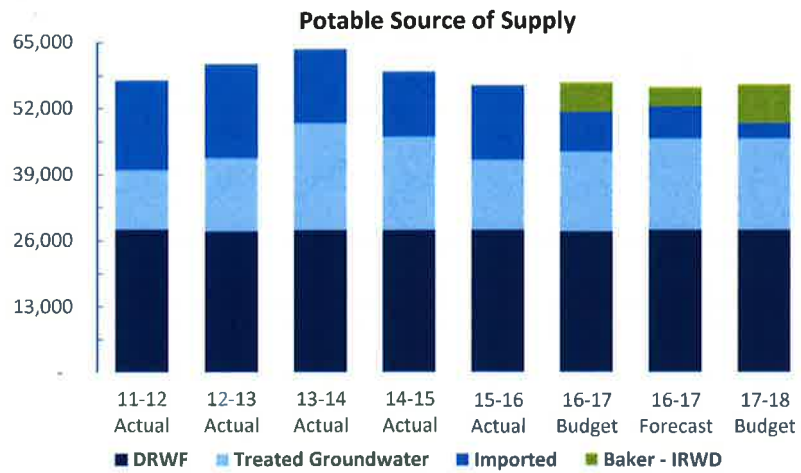
Consolidated Budget	Current FY 16-17	Proposed FY 17-18	Increase / (Decrease)	%
Salaries and Benefits	\$51.3	\$53.7	\$2.4	4.7%
Purchased Water	\$36.2	\$35.3	(\$0.9)	-2.5%
Repairs and Maintenance	\$23.1	\$23.5	\$0.4	1.7%
Electricity	\$14.8	\$14.6	(\$0.2)	-1.4%
Other Expenses	\$21.5	\$21.6	\$0.1	0.5%
Total	\$146.9	\$148.7	\$1.8	1.2%

Irvine Ranch Water District



F & P Budget Review FY 2017-18

Proposed Source Water



Irvine Ranch Water District

PROPOSED RATES



2017-18 Operating Budget

Irvine Ranch Rate Area

Tiers	Low Volume	Base Rate	Inefficient	Wasteful
Lowest Cost Source of Water	\$1.32			
Melded Cost of Water		\$1.66		
Blended Cost of Baker and Potable Import			\$2.95	
Loaded Cost of Imported Water				\$3.40
District Wide Conservation	\$0.04	\$0.04	\$0.04	\$0.04
Conservation and NTS			\$1.10	\$8.62
Total Cost per Tier (July 1)	\$1.36	\$1.70	\$4.09	\$12.06
FY 2016-17 Rates by Tier	\$1.21	\$1.65	\$4.01	\$12.01
Change	\$0.15	\$0.05	\$0.08	\$0.05
Use of Sinking Fund for Rate Parity		\$1.75 million		

Irvine Ranch Water District

Comparison of the Irvine Ranch Rate Area Proposed Rates – FY 16-17 to FY 17-18

Typical Residential Customer

	Current Rate FY 16-17	Proposed Rate FY 17-18	Rate Change	% Change
Water				
Service Charge *	\$ 10.30	\$ 10.30	\$ 0.00	
Commodity Charge **	17.60	18.70	1.10	
Total Water Charge	\$ 27.90	\$ 29.00	\$ 1.10	
Sewer				
Service Charge *	\$ 23.20	\$ 23.20	\$ 0.00	
Total Typical Residential Monthly Bill	\$ 51.10	\$ 52.20	\$ 1.10	2.2%

* Treated water service charge assumes a 5/8" x 3/4" meter. Both the water and sewer service charges include components for enhancement and replacement capital. No additions have been included for either fund.

** Commodity charges for a typical residential customer are based on 12 ccf (District average).
 Current Rates: Low Volume \$1.21 Base \$1.65
 Proposed Rates: Low Volume \$1.36 12% (OCWD 11%) Base \$1.70 3% (MWD 4%)

Irvine Ranch Water District



Comparison of the Los Alisos Rate Area Proposed Rates – FY 16-17 to FY 17-18

Typical Residential Customer

	Current Rate FY 16-17	Proposed Rate* FY 17-18	Rate Change	% Change
Water				
Service Charge **	\$ 10.30	\$ 10.30	\$ 0.00	
Commodity Charge ***	<u>26.22</u>	<u>18.70</u>	<u>(7.52)</u>	
Total Water Charge	\$ 36.52	\$ 29.00	\$ (7.52)	
Sewer				
Service Charge **	\$ 23.20	\$ 23.20	\$ 0.00	
Total Typical Residential Monthly Bill	\$ 59.72	\$ 52.20	\$ (7.52)	(12.6%)

* A portion of the Serrano Summit Proceeds (\$40 million) will provide a nexus between the cost of water for the Los Alisos and Irvine Ranch rate areas.

** Treated water service charge assumes a 5/8" x 3/4" meter. Both the water and sewer service charges include components for enhancement and replacement capital. No additions have been included for either fund.

*** Commodity charges for a typical residential customer are based on 12 ccf (District average) and utilize the now uniform Irvine Ranch rate area commodity rates:

Current Rates:	Low Volume \$1.80	Base \$2.46
Proposed Rates:	Low Volume \$1.36	Base \$1.70

Irvine Ranch Water District

Comparison of Irvine Ranch Rate Area's Proposed Rates

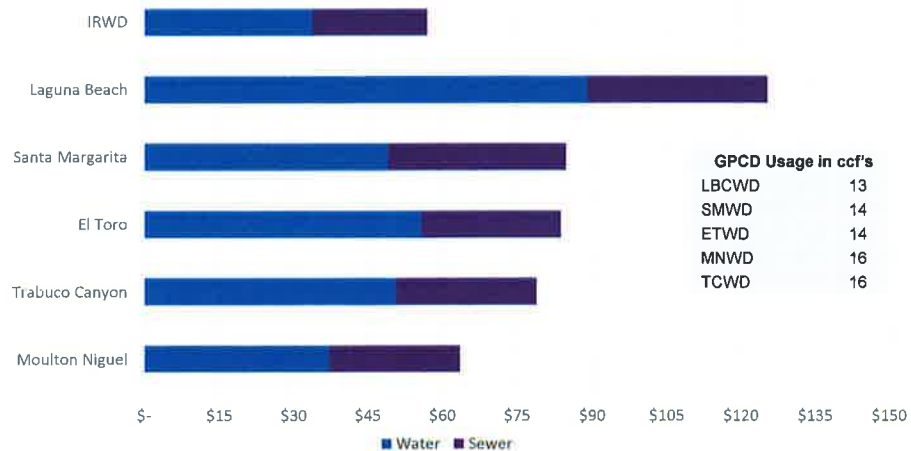
Monthly Water & Sewer Bill Based on 15 ccf's of Usage and Groundwater Availability



Irvine Ranch Water District

Comparison of South County Agencies Proposed Rates

Monthly Water & Sewer Bill Based on 15 ccf's Usage and Imported Water



Irvine Ranch Water District

Rate Increase History

Average Monthly Rate Increase-Irvine Ranch Rate Area



Irvine Ranch Water District

Proposition 218 Notices

Noticing Procedure & Results

May 2 - 99,510 notices mailed

As of June 20, 2017, 827 letters returned as undeliverable

Separate notices for:

Irvine rate area – residential, commercial, landscape

Los Alisos rate area – residential, commercial, landscape

Newport North area – residential

As of June 20, 2017, 12 response letters received (included in agenda package).

Verification of protest letter counts by the District's independent auditors (Davis Farr)

Proposition 218 Notices

Primary issues raised by the protest letters:

- The drought is over, why are the rates increasing?
- Why are the Low Volume and Base rates increasing more than the Inefficient and Wasteful rates?

District response to letters:

- Individual responses
- Q & A on the website

Recommendation

Recommended Board Actions:

Adopt the Resolution to Approve the FY 2017-18 changes to Rates and Charges

QUESTIONS/DISCUSSION



June 26, 2017
Prepared and
submitted by: L. Bonkowski
Approved by: P. Cook 

CONSENT CALENDAR

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

SUMMARY:

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

Events/Meetings

Steven LaMar

June 22	Orange County Forum, Newport Beach
June 26-28	ACWA Board of Directors' Meeting, Sacramento

Douglas Reinhart

July 27	Monthly Discussion of District Activities with the General Manager
August 30	Monthly Discussion of District Activities with the General Manager

Peer Swan

June 22	Greater Irvine Chamber of Commerce Celebrate Irvine
July 27	Monthly Discussion of District Activities with the General Manager
August 30	Monthly Discussion of District Activities with the General Manager
September 12-14	Water Education Foundation Headwaters Tour, Sacramento

RECOMMENDATION:

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

LIST OF EXHIBITS:

None.

June 26, 2017

Prepared and

Submitted by: L. Bonkowski

Approved by: P. Cook

B
/ P. Cook

CONSENT CALENDAR

MINUTES OF BOARD MEETING

SUMMARY:

Provided are the minutes of the June 12, 2017 Board Meeting for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE JUNE 12, 2017 BOARD MEETING BE APPROVED AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – June 12, 2017 Minutes of Board Meeting

EXHIBIT "A"

MINUTES OF REGULAR MEETING – JUNE 12, 2017

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:00 p.m. by Vice President Swan on June 12, 2017 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

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

Directors Absent: Reinhart.

Also Present: General Manager Cook, Executive Director of Water Policy Weghorst, Executive Director of Operations Shields, Executive Director of Finance and Administration Clary, Executive Director of Engineering and Water Quality Burton, Director of Water Resources Sanchez, Director of Public Affairs Beeman, Director of Human Resources Roney, Director of Maintenance Drake, Legal Counsel Alfred Smith, Secretary Bonkowski, Principle Engineer Akiyoshi, Government Relations Officer Compton, Ms. Kristine Swan, Mr. Allen Shinbashi, Ms. Cheryl Kelly, Ms. Tanja Fournier, Mr. Jeff Bertsch, Ms. Amy McNulty, Mr. Jim Reed, Mr. Mike Rudinica, and members of the public.

ORAL COMMUNICATIONS: None.

WRITTEN COMMUNICATIONS: None.

ITEMS TOO LATE TO BE AGENDIZED: None.

PRESENTATION – SCIENCE FAIR WINNERS

Ms. Cheryl Kelly presented awards to local students for their water-related projects entered in the Irvine Unified School District Science Fair.

WORKSHOP – FISCAL YEAR 2017-18 CAPITAL BUDGET

Using a PowerPoint presentation, Mr. Eric Akiyoshi provided a comparison of the fiscal year 2016-17 budget-to-actual capital expenditures in the amount of \$194.3 million versus the projected FY 2017-18 capital expenditures in the amount of \$165.3 million. Mr. Akiyoshi said that development activity is forecasted to be similar to 2016-17 with multi-family and single family dwelling units continuing to be developed in Orchard Hills, Portola Springs, Eastwood, Great Park Area, Cypress Village, and Baker Ranch. Mr. Akiyoshi said that the top 10 project group is estimated at \$97.2 million and includes the Irvine Lake Pipeline conversion projects; the Michelson Water Recycling Plant's Biosolids and Energy Recovery Facilities; the Orange County Sanitation District capital expenditures; system repair and rehabilitation; operational enhancement projects; annual operational system repair and rehabilitation; asset optimization; development – regional projects; water resources including University of California Irvine's recycled water conversions; and well rehabilitation. He reviewed the capital budget funding sources from domestic water projects (\$29.4 million), sewer system projects (\$35.1 million), and recycled projects (\$32.7 million). He reviewed the proposed flagged projects that will require additional Board review prior to capital expenditures. He reviewed the long-term capital

program summary and noted the proposed increase of \$50.7 million, for a total unexpended Long-Term Capital Program Summary for Fiscal Year 2017-18 to be \$561.7 million.

Director LaMar reported that this item was reviewed by the Engineering and Operations Committee on May 16, 2017 and that Mr. Akiyoshi did an excellent job on the proposed budget. The total FY 2017-18 capital expenditures presented to the Committee were \$98.2 million and minor updates were incorporated resulting in the \$1.0 million decrease. Discussion was held on the changing land use from one area to another and its impact on the District. There being no further comments, on MOTION by LaMar, seconded and unanimously carried, THE FOLLOWING RESOLUTION WAS ADOPTED BY TITLE:

RESOLUTION NO. 2017 – 14

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, ORANGE COUNTY
CALIFORNIA, APPROVING THE DISTRICT'S CAPITAL
BUDGET FOR FISCAL YEAR 2017-18

CONSENT CALENDAR

On MOTION, by Withers, seconded and unanimously carried, CONSENT CALENDAR ITEMS NOS. 5 THROUGH 12 WERE APPROVED AS FOLLOWS:

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

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

6. MINUTES OF REGULAR BOARD MEETING

Recommendation: That the minutes of the May 22, 2017 Regular Board Meeting be approved as presented.

7. APPOINTMENT OF ASSISTANT DISTRICT SECRETARY

Recommendation: That the Board appoint Ms. Kristine Swan as Assistant District Secretary and expire the appointment of Ms. Joan Arneson, effective June 12, 2017.

8. 2017 LEGISLATIVE UPDATE

Recommendation: That the Board adopt a "WATCH" position on AB 1000 (Friedman).

CONSENT CALENDAR (CONTINUED)

9. IRWD APARTMENT CONSULTANT – CONTRACT RENEWAL

Recommendation: That the Board approve the retention of Market-THINK LLC as apartment consultant for the District's apartment properties for a period of two years effective May 1, 2017 for an amount not to exceed \$106,000, which includes monthly out-of-pocket expenses estimated at \$50 per month.

10. FISCAL YEAR 2017-18 OPERATING BUDGET VENDOR EXPENDITURE COMMITMENTS GREATER THAN \$100,000.

Recommendation: That the Board approve the list of vendor commitments greater than \$100,000 based on approved Fiscal Year 2017-18 Operating Budget expenditures.

11. WATER EFFICIENCY TACTICAL INCENTIVE FUNDING AUTHORIZATION

Recommendation: That the Board authorize the General Manager to allocate \$1,400,000 in funding to the FY 2017-18 rebate programs administered through the Water Conservation Participation Agreement between MWDOC and IRWD, and to execute addendums to the agreement as may be necessary to allocate funds to specific programs and modify device incentive levels based on customer participation rates and regional program funding levels.

12. CHLORAMINE BOOSTER STATIONS AT FOOTHILL ZONE 6 AND PORTOLA ZONE 8 RESERVOIRS FINAL ACCEPTANCE

Recommendation: That the Board accept construction of the Chloramine Booster Stations at Foothill Zone 6 and Portola Zone 8 Reservoirs, project 04409, authorize the General Manager to file a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

ACTION CALENDAR

NETWORK INFRASTRUCTURE UPGRADES

Executive Director of Finance and Administration Clary reported that staff issued a Request for Proposal for Network Infrastructure Upgrades and received responses from three firms. Ms. Clary said that based on a thorough evaluation of the proposals, staff recommends that the Board approve a General Plant expenditure of \$504,400 with Resilient Communications for purchase, installation, and configuration of Network Infrastructure Upgrades at Sand Canyon Headquarters, Operations Center, Baker Water Treatment Plant, and Los Alisos Water Recycling Plant. She said that Resilient Communications had the best overall pricing for the Network Infrastructure Upgrades, providing the District significant discounts from list pricing, and has experience providing networking equipment and implementation services to public agencies including Orange County Water District and Moulton Niguel Water District.

Director Swan reported that this item was reviewed by the Finance and Personnel Committee on June 6, 2017. On MOTION by Swan, seconded and unanimously carried, THE BOARD APPROVED A GENERAL PLANT EXPENDITURE OF \$504,400 WITH RESILIENT COMMUNICATIONS TO PURCHASE AND IMPLEMENT THE NETWORK INFRASTRUCTURE UPGRADES.

RETIREE HEALTH COSTS ASSISTANCE PROGRAM

General Manager Cook reported that during a legal review of the District's Retiree Health Costs Assistance Program, staff was informed that the current structure of the benefits plan that requires employees to complete 10 years of service to IRWD to qualify for the benefit does not meet the Internal Revenue Service discrimination testing requirements. Legal counsel opined that IRS regulations require the program to provide a benefit for retirees with three to nine years of service in order to be non-discriminatory, and proposed a benefit design that would meet the IRS discrimination testing requirements. Mr. Cook said that the fiscal impact of modifying the program to comply with IRS regulations is negligible.

Director Swan provided a summary of this item as reviewed by the Finance and Personnel Committee on February 7, 2017, May 2, 2017, and June 6, 2017. Following discussion, on MOTION by Matheis, seconded and unanimously carried, THE BOARD AUTHORIZED STAFF TO MODIFY THE DISTRICT'S RETIREE HEALTH COSTS ASSISTANCE PROGRAM BENEFITS PLAN STRUCTURE TO PROVIDE BENEFITS TO IRWD RETIREES WITH THREE TO NINE YEARS OF SERVICE TO MEET THE INTERNAL REVENUE SERVICE DISCRIMINATION TESTING REQUIREMENTS.

SETTING CONNECTION FEES AND PROPERTY TAXES FOR FISCAL YEAR 2017-18

General Manager Cook reported that connection fees were last updated for the IRWD Improvement Districts (IDs) in July 2016, with recommended periodic updates based on an updated capital budget and other changing assumptions. Mr. Cook said that there are three separate developments contributing to IDs 112/212: the City of Irvine (City) Great Park development, the Great Park Neighborhoods development, and the 100-acre parcel owned by the County of Orange. Connection fees for these developments will be set separately.

Executive Director of Finance and Administration Clary reported that in December 2016, staff presented to the Finance and Personnel Committee a proposed recycled water connection fee for the Great Park development area, and that based on direction from the Committee, the fee for the Great Park was reviewed in detail, and staff met with City staff on several occasions to discuss IRWD's calculations. Ms. Clary said that the Great Park is unique in that significant recycled water infrastructure was built to meet demands and the District needs to establish a connection fee to recover those costs. She said that staff recommends that the Board approve a recycled connection fee of \$28.85 million that will be paid on a per acre basis as the development of the park occurs.

Ms. Clary said that in addition, the City has requested that: 1) 50% of the fee be paid at the time of connection, and 2) that IRWD provide financing for the remaining 50% payable over 30 years. She said that IRWD is prohibited under Government Code from lending funds to another public agency, but it is permissible for IRWD to provide financing if the financing is considered

an investment in the other public agency. Staff plans to request that the City provide a written request for the financing which can then be brought back to the Board for further discussion.

Ms. Clary said that in 2011, a connection fee was established for ID 256 related to IRWD sewer service in Orange Park Acres (OPA). The basis for the recommended sewer connection fees was the anticipated construction cost estimate for a community sewer system in OPA, as documented in the OPA Sub-Area Master Plan. This included a full buy-in into the Orange County Sanitation District (OCSD) capital outlay (CORF and Equity). The connection fee for ID 256 is currently \$25,839. To date, local homeowners have funded the necessary local infrastructure connecting to existing systems. Ms. Clary said that the staff recommendation assumes that IRWD will not provide construction for the community sewer and any community facility costs will continue to be funded by local homeowners. The connection fee will provide for a full buy-in into the OCSD capital outlay. In changing the capital requirements, the sewer connection fee will decrease from \$25,839 to \$5,900 per residential unit. As some homeowners have been charged and paid the current connection fee or made partial payments, difference will be refunded to existing homeowners. The total amount to be refunded to customers is approximately \$63,000.

Director Swan reported that this item was reviewed by the Finance and Personnel Committee on June 6, 2017. On MOTION by Swan, seconded and unanimously carried, THE BOARD APPROVED THE CONNECTION FEES AND PROPERTY TAXES AS PROPOSED.

GENERAL MANAGER'S REPORT

General Manager Cook updated the Board on Water Use Efficiency legislative efforts. He said that staff is working with Eastern Municipal Water District to create a white paper explaining the challenges associated with calculating water budgets using the methods proposed by the state. He said that Ms. Christine Compton and Ms. Fiona Sanchez will be in Sacramento tomorrow to discuss the details of this methodology, and he will keep the Board updated on this item.

DIRECTORS' COMMENTS

Director Matheis reported on her attendance at the Water Education's Santa Ana River Watershed conference in Ontario, and an ISDOC Executive Committee meeting.

Director Withers reported that he attended the Tustin Chamber of Commerce and City of Tustin's State of the City address, and will be attending a LAFCO Commissioner's meeting this Wednesday and an Orange County Water Summit this Friday.

Director LaMar reported that he attended an ACWA Board Meeting in Sacramento, and an ACC-OC Water Committee meeting.

Director Swan reported that he attended an Orange County Watershed meeting, a Newport Bay Watershed tour, a WACO monthly meeting, a meeting at West Basin relative to MWD's future incentive program for building projects, a meeting with General Manager Cook, President Reinhart and representatives from Mesa Water District relative to mutual water issues, and a Newport Beach Chamber of Commerce meeting. He also said he will be attending the Water Educations Foundation's Bay-Delta Water tour this week.

The District's consultant, Mr. Jim Reed, reported on meetings he attended on behalf of IRWD.

RECESS AND RECONVENE

At 6:30 p.m. Vice President Swan declared a recess to hold the Annual Meetings of Bardeen Partners, Inc., Improvement Corporation, and Water Service Corporations. The meeting was reconvened at 6:40 p.m. with all Directors present.

CLOSED SESSION

Vice President Swan said that the following Closed Sessions would be held this evening:

CLOSED SESSION Conference with Labor Negotiators - Government Code Section 54957.6:
Agency Designated Representatives: Paul Cook and Jenny Roney
Employee Group: Managers, Supervisors and Confidential Employees, and

CLOSED SESSION with real property negotiator (Government Code Section 54956.8).
Property: Parcel 393-29-301
Negotiating Parties: Anish Gore
Agency Negotiator: Paul Cook, General Manager
Propose of Negotiations: Price and Term of Payment

OPEN SESSION

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

ADJOURNMENT

There being no further business, Vice President Swan adjourned the meeting.

APPROVED and SIGNED this 26th day of June, 2017.

President, IRVINE RANCH WATER DISTRICT

Secretary IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM: 

Alfred Smith, Legal Counsel – Nossaman LLP

June 26, 2017

Prepared by: J. Davis/T. Fournier

Submitted by: R. Jacobson/C. Clary

Approved by: Paul Cook

CONSENT CALENDAR

MAY 2017 TREASURY REPORTS

SUMMARY:

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

- A. The Investment Summary Report for May 2017. This Investment Summary Report is in conformity with the 2017 Investment Policy and provides sufficient liquidity to meet estimated expenditures during the next six months, as outlined in Exhibit "A".
- B. The Monthly Interest Rate Swap Summary as of May 31, 2017, as outlined in Exhibit "B".
- C. The Summary of Payroll ACH payments in the total amount of \$1,728,062, as outlined in Exhibit "C".
- D. The May 31, 2017 Disbursement Summary of warrants 376894 through 377650, wire transfers, Workers' Compensation distributions, payroll withholding distributions, and voided checks in the total amount of \$10,854,420 as outlined in Exhibit "D".
- E. The Disclosure Report of Reimbursements to Board Members and Staff for May 2017, detailing payments or reimbursements for individual charges of \$100.00 or more per transaction, as outlined in Exhibit "E".

FISCAL IMPACTS:

As of May 31, 2017, the book value of the investment portfolio was \$385,472,132, with a 1.02% rate of return and a market value of \$384,183,010. Based on the District's March 31, 2017 quarterly real estate investment rate of return of 14.25%, the weighted average return for the fixed income and real estate investments was 3.13%.

As of May 31, 2017, the total notional amount of the interest rate swap portfolio was \$130 million of fixed payer swaps. Cash accrual in May from all swaps was negative \$554,809.

Payroll ACH payments totaled \$1,728,062, and wire transfers, all other ACH payments, and checks issued for debt service, accounts payable, payroll, and water purchases for May totaled \$10,854,420.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

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

RECOMMENDATION:

THAT THE BOARD RECEIVE AND FILE THE TREASURER'S INVESTMENT SUMMARY REPORT, THE MONTHLY INTEREST RATE SWAP SUMMARY FOR MAY 2017, AND DISCLOSURE REPORT OF REIMBURSEMENTS TO BOARD MEMBERS AND STAFF; APPROVE THE MAY 2017 SUMMARY OF PAYROLL ACH PAYMENTS IN THE TOTAL AMOUNT OF \$1,728,062 AND APPROVE THE MAY 2017 ACCOUNTS PAYABLE DISBURSEMENT SUMMARY OF WARRANTS 376894 THROUGH 377650, WORKERS' COMPENSATION DISTRIBUTIONS, WIRE TRANSFERS, PAYROLL WITHHOLDING DISTRIBUTIONS AND VOIDED CHECKS IN THE TOTAL AMOUNT OF \$10,854,420.

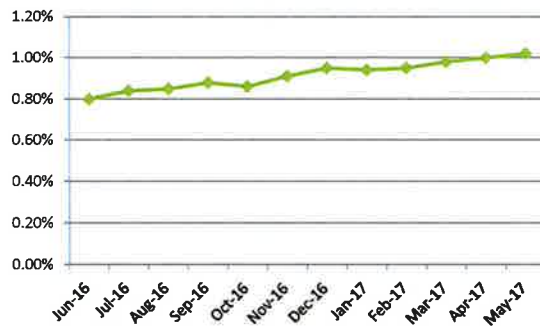
LIST OF EXHIBITS:

- Exhibit "A" – Investment Summary Report
- Exhibit "B" – Monthly Interest Rate Swap Summary
- Exhibit "C" – Monthly Payroll ACH Summary
- Exhibit "D" – Monthly Summary of District Disbursements
- Exhibit "E" – Disclosure of Reimbursements to Board Members and Staff

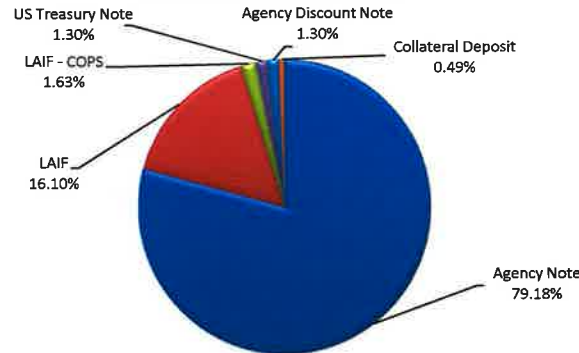
Exhibit "A"

Irvine Ranch Water District Investment Portfolio Summary May 2017

Monthly Fixed Income Yield



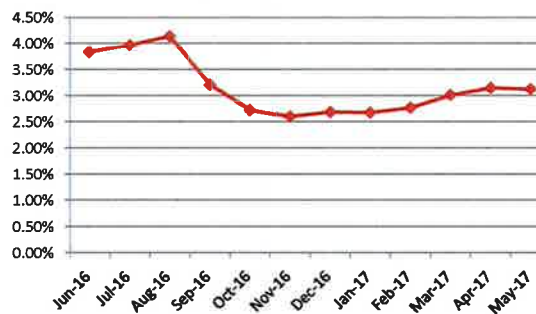
Portfolio Distribution



Investment Summary

Type	PAR	Book Value	Market Value
Agency Note	305,000,000	305,254,484	304,030,380
LAIF	62,000,000	62,000,000	61,948,909
LAIF - COPS	6,300,000	6,300,000	6,294,808
US Treasury Note	5,000,000	5,023,385	5,016,000
Agency Discount Note	5,000,000	4,996,750	4,995,400
Collateral Deposit	1,897,513	1,897,513	1,897,513
Grand Total	385,197,513	385,472,132	384,183,010

Weighted Average Return Including Real Estate Portfolio



Maturity Distribution



Top Issuers

Issuer	PAR	% Portfolio
Fed Home Loan Bank	121,000,000	31.41%
Fed Home Loan Mortgage Corp	84,000,000	21.81%
State of California Treasury - LAIF	68,300,000	17.73%
Fed Farm Credit Bank	55,000,000	14.28%
Fed Natl Mortgage Assoc	50,000,000	12.98%
US Treasury Note	5,000,000	1.30%
Citi-Group Collateral	1,897,513	0.49%
Merrill Lynch Collateral	0	0.00%
Grand Total	385,197,513	100.00%

IRVINE RANCH WATER DISTRICT
INVESTMENT SUMMARY REPORT

05/31/17

SETTLMT *	Call Schedule	Initial Call	Maturity Date	Rating	INVESTMENT TYPE	INSTITUTION / ISSUER	PAR Amount	COUPON DISCOUNT	YIELD	ORIGINAL COST	CARRY VALUE	MARKET VALUE ⁽¹⁾ 5/31/2017	UNREALIZED ⁽²⁾ GAIN/(LOSS)
03/06/17			06/01/17		LAIF	State of California Tsy.	\$62,000,000		0.890%	\$62,000,000.00	\$62,000,000.00	61,948,908.96	(51,091.04)
03/06/17			06/01/17		LAIF - COPS	State of California Tsy.	6,300,000		0.890%	\$6,300,000.00	\$6,300,000.00	6,294,808.49	(5,191.51)
06/16/16	N/A	N/A	06/30/17	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.800%	0.614%	5,009,614.00	5,000,735.64	4,999,600.00	(1,135.64)
12/09/16	N/A	N/A	07/07/17	NR	FHLB - Discount Note	Fed Home Loan Bank	5,000,000	0.647%	0.658%	4,981,041.65	4,996,750.00	4,995,400.00	(1,350.00)
11/05/15	N/A	N/A	08/28/17	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.750%	0.800%	4,995,500.00	4,999,401.81	4,996,800.00	(2,601.81)
09/16/15	N/A	N/A	09/15/17	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.900%	0.915%	4,998,500.00	4,999,782.19	4,999,700.00	(82.19)
01/30/17	N/A	N/A	10/31/17	NR	US Treasury - Note	US Treasury	5,000,000	1.875%	0.743%	5,042,154.40	5,023,384.92	5,016,000.00	(7,384.92)
12/08/16	N/A	N/A	11/21/17	AAA/NR/NR	FHLB - Note	Fed Home Loan Bank	10,000,000	0.750%	0.866%	9,989,000.00	9,994,531.61	9,984,600.00	(9,931.61)
12/18/15	Continuous after	12/13/13	12/12/17	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.820%	1.132%	4,969,500.00	4,991,838.62	4,993,600.00	1,761.38
04/22/16	N/A	N/A	01/29/18	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	4,000,000	0.850%	0.856%	3,999,600.00	3,999,850.39	3,991,760.00	(8,090.39)
03/01/16	Quarterly	05/26/16	02/26/18	NR/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.050%	1.050%	5,000,000.00	5,000,000.00	4,995,250.00	(4,750.00)
03/23/16	N/A	N/A	03/23/18	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.100%	0.908%	5,019,000.00	5,007,678.08	4,989,750.00	(17,928.08)
04/07/16	N/A	N/A	04/09/18	NA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.750%	0.790%	4,996,000.00	4,998,295.08	4,981,450.00	(16,845.08)
05/16/16	N/A	N/A	05/16/18	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.750%	0.801%	4,995,000.00	4,997,609.59	4,982,050.00	(15,559.59)
05/13/16	N/A	N/A	05/21/18	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.875%	0.768%	5,010,700.00	5,005,132.52	4,982,400.00	(22,732.52)
05/24/16	N/A	N/A	06/08/18	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	11,000,000	1.250%	0.995%	11,056,540.00	11,028,232.05	11,001,870.00	(26,362.05)
06/29/16	One Time	12/29/16	06/29/18	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	10,000,000	1.000%	0.679%	10,016,000.00	10,008,613.70	9,974,900.00	(33,713.70)
09/01/16	One Time	07/27/17	07/27/18	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.750%	0.928%	4,983,250.00	4,989,838.98	4,971,650.00	(18,188.98)
12/21/16	One Time	08/15/17	08/15/18	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.000%	1.245%	4,980,000.00	4,985,382.06	4,985,400.00	17.94
09/01/16	One Time	02/28/17	08/28/18	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.000%	1.000%	5,000,000.00	5,000,000.00	4,981,850.00	(18,150.00)
09/01/16	NA	NA	09/14/18	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.125%	0.916%	5,021,000.00	5,013,283.98	4,987,100.00	(26,183.98)
12/28/16	NA	NA	09/14/18	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.125%	1.225%	4,991,500.00	4,993,608.00	4,987,100.00	(6,508.00)
10/12/16	N/A	N/A	09/27/18	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	10,000,000	0.900%	0.952%	9,990,000.00	9,992,965.03	9,964,300.00	(28,665.03)
10/12/16	N/A	N/A	09/28/18	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.880%	0.942%	4,994,000.00	4,995,776.54	4,980,050.00	(15,726.54)
09/01/16	NA	NA	10/01/18	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	1.030%	0.925%	5,010,750.00	5,006,888.49	4,988,600.00	(18,288.49)
10/12/16	One Time	04/12/17	10/12/18	Aaa/NR/NR	FFCB - Note	Fed Farm Credit Bank	10,000,000	1.000%	1.041%	9,992,000.00	9,994,323.29	9,947,400.00	(46,923.29)
10/12/16	N/A	N/A	11/27/18	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	10,000,000	1.625%	0.956%	10,140,360.00	10,102,014.23	10,049,700.00	(52,314.23)
12/21/16	N/A	N/A	12/05/18	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	1.100%	1.319%	4,978,900.00	5,061,414.03	4,987,850.00	(73,564.03)
09/01/16	NA	NA	12/14/18	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.750%	0.941%	5,091,300.00	5,032,499.04	5,034,400.00	1,900.96
12/27/16	NA	NA	12/14/18	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.750%	1.320%	5,041,536.20	4,983,687.39	5,034,400.00	50,712.61
09/01/16	One Time	07/30/18	01/30/19	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.950%	1.009%	4,993,000.00	4,995,169.13	4,967,150.00	(28,019.13)
10/26/16	One Time	07/30/18	01/30/19	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.950%	1.035%	4,990,500.00	4,992,938.26	4,967,150.00	(25,788.26)
10/26/16	One Time	07/30/18	01/30/19	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.950%	1.040%	4,990,000.00	4,992,566.59	4,967,150.00	(25,416.59)
10/12/16	Continuous after	02/12/18	02/12/19	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	10,000,000	1.050%	1.093%	9,990,000.00	9,992,485.35	9,956,300.00	(36,185.35)
09/01/16	NA	NA	03/08/19	Aaa/AA+/AAA	FHLB - Note	Fed Home Loan Bank	5,000,000	1.500%	0.964%	5,066,500.00	5,046,723.86	5,013,950.00	(32,773.86)
10/12/16	One Time	03/29/17	03/29/19	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.050%	1.050%	4,999,950.00	4,999,961.80	4,968,950.00	(31,011.80)
10/12/16	N/A	N/A	04/15/19	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	10,000,000	1.125%	0.992%	10,032,800.00	10,025,200.44	9,964,400.00	(60,800.44)
10/31/16	One Time	04/26/17	04/26/19	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.050%	1.060%	4,998,750.00	4,999,042.17	4,970,300.00	(28,742.17)
09/01/16	One Time	08/28/17	05/28/19	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.030%	1.048%	4,997,550.00	4,998,219.52	4,952,150.00	(46,069.52)

IRVINE RANCH WATER DISTRICT
INVESTMENT SUMMARY REPORT

05/31/17

SETTLMT *	Call Schedule	Initial Call	Maturity Date	Rating	INVESTMENT TYPE	INSTITUTION / ISSUER	PAR Amount	COUPON DISCOUNT	YIELD	ORIGINAL COST	CARRY VALUE	MARKET VALUE ⁽¹⁾ 5/31/2017	UNREALIZED ⁽²⁾ GAIN/(LOSS)
09/01/16	NA	NA	06/14/19	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.625%	0.987%	5,087,400.00	5,063,915.55	5,022,300.00	(41,615.55)
10/12/16	NA	NA	06/14/19	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.625%	1.103%	5,068,515.88	5,053,618.07	5,022,300.00	(31,318.07)
10/12/16	NA	NA	07/19/19	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.875%	1.098%	4,969,652.90	4,976,022.79	4,948,650.00	(27,372.79)
09/01/16	One Time	01/26/17	07/26/19	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	1.150%	1.180%	4,995,700.00	4,996,809.55	4,962,750.00	(34,059.55)
09/01/16	One Time	08/28/17	08/28/19	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	1.150%	1.160%	4,998,500.00	4,998,875.34	4,933,350.00	(65,525.34)
09/01/16	One Time	02/28/17	08/28/19	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	1.125%	1.132%	4,999,000.00	4,999,250.23	4,966,050.00	(33,200.23)
09/28/16	Quarterly	03/09/17	09/09/19	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	1.125%	1.142%	4,997,500.00	4,998,069.97	4,930,550.00	(67,519.97)
09/28/16	Continuous after	12/27/16	09/27/19	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.250%	1.189%	5,001,500.00	5,001,162.71	4,957,750.00	(43,412.71)
10/12/16	Continuous after	10/03/17	10/03/19	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	10,000,000	1.125%	1.160%	9,989,780.00	9,991,775.06	9,919,900.00	(71,875.06)
10/12/16	Continuous after	10/11/17	10/11/19	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	10,000,000	1.120%	1.205%	9,975,000.00	9,979,844.61	9,903,500.00	(76,344.61)
11/08/16	Quarterly	05/08/17	11/08/19	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	1.250%	1.245%	5,000,750.00	5,000,609.59	4,966,050.00	(34,559.59)
11/28/16	NA	NA	11/15/19	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.375%	1.440%	4,990,550.00	4,992,165.76	4,993,400.00	1,234.24
11/28/16	Quarterly	05/25/17	11/25/19	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	1.400%	1.503%	4,985,000.00	4,987,541.21	4,986,650.00	(891.21)
12/12/16	NA	NA	12/12/19	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	1.450%	1.440%	5,001,450.00	5,001,223.35	4,998,950.00	(2,273.35)
12/21/16	NA	NA	12/19/19	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	1.500%	1.621%	4,982,350.00	4,984,966.01	5,008,050.00	23,083.99
05/12/17	One Time	10/27/17	04/27/20	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.750%	1.729%	5,003,000.00	5,002,945.00	5,009,150.00	6,205.00
SUB-TOTAL							<u>\$383,300,000</u>			<u>\$383,697,445.03</u>	<u>\$383,574,519.16</u>	<u>\$382,285,497.45</u>	<u>(\$1,289,121.70)</u>
<u>RESTRICTED CASH (Swap Collateral Deposits)⁽⁴⁾</u>													
04/01/17					Collateral Deposit	Citi-Group	\$1,897,513		0.910%	\$1,897,512.69	\$1,897,512.69	1,897,512.69	
					Collateral Deposit	Merrill Lynch							
SUB-TOTAL							<u>\$1,897,513</u>			<u>\$1,897,512.69</u>	<u>\$1,897,512.69</u>	<u>\$1,897,512.69</u>	
<u>TOTAL INVESTMENTS</u>							<u>\$385,197,513</u>			<u>\$385,594,957.72</u>	<u>\$385,472,131.85</u>	<u>\$384,183,010.14</u>	
				April	Petty Cash Ck Balance	Bank of America				3,400.00 (108,663.78) <u>\$385,489,693.94</u>			

⁽¹⁾ LAIF market value is as of the most recent quarter-end as reported by LAIF.

Security market values are determined using Bank of New York ("Trading Prices"), Bloomberg and/or broker dealer pricing.

⁽²⁾ Gain (loss) calculated against carry value using the trading value provided by Bank of New York/or Brokers⁽³⁾ Real estate rate of return is based on most recent quarter end return⁽⁴⁾ Swap Collateral Deposits assumes 6 month maturity, dependent on interest rate changes

Outstanding Variable Rate Debt \$303,300,000

Net Outstanding Variable Rate Debt (Less \$130 million fixed-payer swaps) \$173,300,000

Investment Balance: \$385,489,694

Investment to Variable Rate Debt Ratio: 222%

Portfolio - Average Number of Days To Maturity⁽⁴⁾ 456

	Investment Portfolio	Real Estate ⁽³⁾ Portfolio	Weighted Avg. Return
May	1.02%	14.25%	3.13%
April	1.00%	14.25%	3.15%
Change	0.02%		-0.02%

This Investment Summary Report is in conformity with the 2017 Investment Policy and provides sufficient liquidity to meet the next six months estimated expenditures.

*S - Step up

IRVINE RANCH WATER DISTRICT
SUMMARY OF MATURITIES

05/31/17

DATE	TOTAL	%	LAIF	Agency Notes	Agency Discount Notes	Collateral Deposit	US Treasury
06/17	\$73,300,000	19.03%	\$68,300,000	5,000,000			
07/17	5,000,000	1.30%			5,000,000		
08/17	5,000,000	1.30%		5,000,000			
09/17	5,000,000	1.30%		5,000,000			
10/17	5,000,000	1.30%					5,000,000
11/17	11,897,513	3.09%		10,000,000		1,897,513	
12/17	5,000,000	1.30%		5,000,000			
01/18	4,000,000	1.04%		4,000,000			
02/18	5,000,000	1.30%		5,000,000			
03/18	5,000,000	1.30%		5,000,000			
04/18	5,000,000	1.30%		5,000,000			
05/18	10,000,000	2.60%		10,000,000			
SUB-TOTAL	\$139,197,513	36.14%	\$68,300,000	\$59,000,000	\$5,000,000	\$1,897,513	\$5,000,000
13 Months - 3 YEARS							
6/01/18 - 7/31/18	26,000,000	6.75%		26,000,000			
8/01/18 - 10/31/2018	50,000,000	12.98%		50,000,000			
11/01/18 - 1/31/2019	25,000,000	6.49%		25,000,000			
2/01/19 - 4/30/2019	50,000,000	12.98%		50,000,000			
4/01/2019 - 7/31/19	25,000,000	6.49%		25,000,000			
8/01/19 - 10/31/2019	40,000,000	10.38%		40,000,000			
11/01/2019 - 1/31/2020	25,000,000	6.49%		25,000,000			
02/01/2020 - 04/30/2020	5,000,000	1.30%		5,000,000			
	-						
	-						
TOTALS	\$385,197,513	100.00%	\$68,300,000	\$305,000,000	\$5,000,000	\$1,897,513	\$5,000,000

% OF PORTFOLIO

17.72%

79.19%

1.30%

0.49%

1.30%

Irvine Ranch Water District
Summary of Real Estate
3/31/2017

	ACQUISITION DATE	PROPERTY TYPE	OWNERSHIP INTEREST	ORIGINAL COST	ESTIMATED MARKET VALUE 6/30/2016	RATE OF RETURN QUARTER ENDED 3/31/2017
Sycamore Canyon	Dec-92	Apartments	Fee Simple	\$ 43,550,810	\$ 143,910,000	19.02%
Wood Canyon Villas	Jun-91	Apartments	Limited Partner	\$ 6,000,000	\$ 27,296,298	8.57%
ITC (230 Commerce)	Jul-03	Office Building	Fee Simple	\$ 5,739,845	\$ 9,384,000	6.68%
Waterworks Business Pk.	Nov-08	Research & Dev.	Fee Simple	\$ 8,630,577	\$ 7,650,000	4.85%
Sand Canyon Professional Center	Jul-12	Medical Office	Fee Simple	\$ 8,648,594	\$ 10,608,000	8.58%
				<u>\$ 72,569,826</u>	<u>\$ 198,848,298</u>	14.25%

IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT
INVESTMENT ACTIVITY
May-17

MATURITIES/SALES/CALLS

PURCHASES

DATE	SECURITY TYPE	PAR	YIELD	Settlement Date	Maturity Date	SECURITY TYPE	PAR	YIELD TO MATURITY
5/12/2017	FNMA - Discount Note	\$5,000,000	0.58%	5/12/2017	4/27/2020	FHLMC - Note	\$5,000,000	1.73%
5/30/2017	FHLB - Note	\$5,000,000	0.64%					

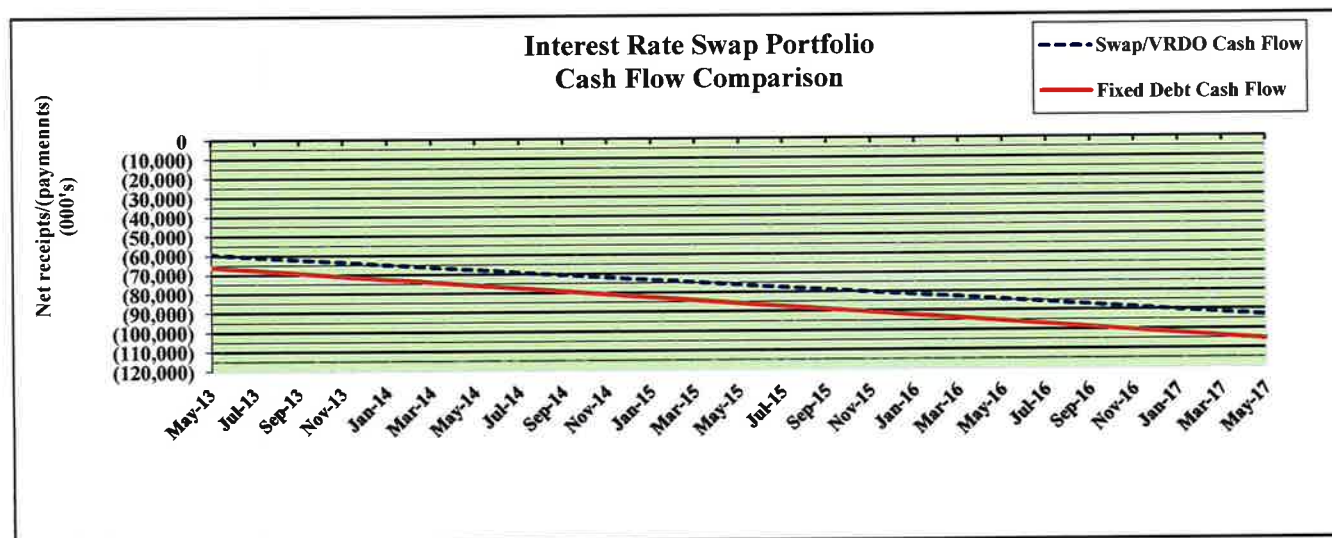
5/31/2017

IRVINE RANCH WATER DISTRICT
INTEREST RATE SWAP MONTHLY SUMMARY REPORT - DETAIL
May 31, 2017

								LIBOR Avg %	Prior Mo.	Current Mo.	12-Mo Avg				
								0.99%	1.01%	0.69%					
Current Fiscal Year Active Swaps								Cash Flow			(Since 6/06)	Mark to Market			
Effective Date	Maturity Date	Years to Maturity	Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference		
Fixed Payer Swaps - By Effective Date															
6/4/2006	6/4/2019	2.0	ML	\$ 20,000,000	FXP	LIBOR	6.200%	(83,849)	(89,702)	\$ (1,013,974)	\$ (10,841,150)	\$ 18,121,722	\$ (1,878,278)		
6/4/2006	6/4/2019	2.0	CG	20,000,000	FXP	LIBOR	6.200%	(83,849)	(89,702)	(1,013,974)	(10,841,150)	18,121,082	(1,878,918)		
6/17/2006	6/17/2019	2.0	CG	30,000,000	FXP	LIBOR	6.140%	(124,260)	(132,861)	(1,503,103)	(16,081,554)	27,170,459	(2,829,541)		
3/10/2007	3/10/2029	11.8	ML	30,000,000	FXP	LIBOR	5.687%	(113,797)	(121,272)	(1,380,245)	(14,495,274)	18,850,998	(11,149,002)		
3/10/2007	3/10/2029	11.8	CG	30,000,000	FXP	LIBOR	5.687%	(113,797)	(121,272)	(1,380,245)	(14,495,274)	18,838,376	(11,161,624)		
Totals/Weighted Avgs		6.5		\$ 130,000,000			5.949%	\$ (519,551)	\$ (554,809)	\$ (6,291,541)	\$ (66,754,403)	\$ 101,102,637	\$ (28,897,363)		
Total Current Year Active Swaps				\$ 130,000,000											
					\$ (519,551)	\$ (554,809)	\$ (6,291,541)	\$ (66,754,403)	\$ 101,102,637	\$ (28,897,363)					

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

Current Fiscal Year - Total Swaps								Cash Flow			(Since 6/06)	Mark to Market	
Effective Date	Maturity Date		Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference
Total Current Year Active & Terminated Swaps													
				\$ 130,000,000									
					\$ (519,551)	\$ (554,809)	\$ (6,291,541)	\$ (66,754,403)	\$ 101,102,637	\$ (28,897,363)			



Cash Flow Comparison	
Synthetic Fixed vs. Fixed Rate Debt	
Cash Flow to Date	
Synthetic Fixed =	\$92,992,771
Fixed Rate =	\$106,151,468
Assumptions:	
- Fixed rate debt issued at 5.10% in Jun-06, and 4.93% in Mar-07 (estimated TE rates - Bloomberg)	
- 'Synthetic' includes swap cash flow + interest + fees to date	

Exhibit "C"

MONTHLY SUMMARY OF PAYROLL ACH PAYMENTS

May
2017

	AMOUNT	VENDOR	PURPOSE
5/12/2017	852,835.97	BANK OF AMERICA	ACH Payments for Payroll
5/26/2017	875,226.34	BANK OF AMERICA	ACH Payments for Payroll
	<u><u>\$1,728,062.31</u></u>		

Exhibit "D"

PERIOD	CHECK No.	DATE	SUPPLIER NAME	AMOUNT	Okay to be Voided and Confirmed	ORIGINAL CODING(OLD ORACLE SYSTEM)	Project	Task	Exp. Type	Exp. Org.
										Water Resources & Environmental Compliance
Oct - 2016	372110	10/1/2016	CITY OF SANTA ANA	195,000.00	VOID PER JENNY PAN'S EMAIL 5/24/17	1120.000.0000.693600.0000.00000.00000	7024	3230	151100	
Nov - 2016	373004	11/17/2016	WELLS FARGO BANK	100.00	VOID PER CHERYL CARTER'S EMAIL 5/25/17	1010.000.1610.121200.0000.00000.00000				
Dec - 2016	373619	12/15/2016	PARK PLACE MICHELSON LLC	64,969.24	VOID PER CHERYL CARTER'S EMAIL 5/18/17	1010.000.1610.221150.0000.00000.00000				
Jan - 2017	374139	1/12/2017	GONZALEZ, ELIZABETH	16.46	VOID PER CHERYL CARTER'S EMAIL 5/25/17	1010.000.1610.221150.0000.00000.00000				
Jan - 2017	374206	1/12/2017	ROSAL, CYRIL	30.97	VOID PER CHERYL CARTER'S EMAIL 5/25/17	1010.000.1610.221150.0000.00000.00000				
Jan - 2017	374207	1/12/2017	RUAN, DANFENG	33.51	VOID PER CHERYL CARTER'S EMAIL 5/25/17	1010.000.1610.221150.0000.00000.00000				
Jan - 2017	374339	1/19/2017	KARELL, RYAN	18.40	VOID PER CHERYL CARTER'S EMAIL 5/25/17	1010.000.1610.221150.0000.00000.00000				
Jan - 2017	374425	1/19/2017	ZHOU, JIE	20.19	VOID PER CHERYL CARTER'S EMAIL 5/25/17	1010.000.1610.221150.0000.00000.00000				
				<u>260,188.77</u>						
					Voids on checks issued pre-upgrade					

JOURNAL		
(195,000.00)	1011.000.0000.693600.0000.00000.00000	
(100.00)	1010.000.0000.121200.0000.16100.00000	
(65,088.77)	1010.000.0000.221150.0000.16100.00000	
195,000.00	1011.000.0000.111100.0000.00000.00000	
100.00	1010.000.0000.111100.0000.16100.00000	
65,088.77	1010.000.0000.111100.0000.16100.00000	

IRWD Ledger Upgrade

Void Payment Register

Report Date: 05-JUN-2017 15:51

Include Zero Amount Payments: No

Page: 1

Display Payee Address: No

Period From: 01-MAY-17

To: 31-MAY-17

Date: Void Date

Bank: Bank of America N.A.

Branch: Los Angeles

Account: Checking AP and PR

Bank Account Currency: USD

Payment Currency: USD (US Dollar)

Payment Number	Date	Payee Name	Site	Address	Payment Amount	Void Date
Payment Document: IRWD CHECK						
376790	26-APR-17	KENT & AMY DAHLBERG	5753	SANTA ANA	12,315.35	23-MAY-17
376878	27-APR-17	ORANGE COUNTY SHERIFF'S OFF	4601	JAMBOREE	409.79	09-MAY-17

Payment Document Subtotal 12,725.14

Payment Number	Date	Payee Name	Site	Address	Payment Amount	Void Date
Payment Document: IRWD Wire						

12087	31-MAY-17	CALPERS		SACRAMENTO	86,779.07	31-MAY-17
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Payment Document Subtotal 86,779.07

Bank Account Subtotal 99,504.21

Report Count: 3

Report Total 99,504.21

Voids for checks/wires
issued post upgrade

*** End of Report ***

IRWD Ledger Upgrade Payment Register For 01-MAY-17 To 31-MAY-17 Report Date: 05-JUN-2017 15:50
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 1
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
376894		01-MAY-17	UNITED STATES	OGDEN	102.70	04-MAY-17	102.70	Reconciled
376895		04-MAY-17	TREASURY		50.00	09-MAY-17	50.00	Reconciled
376896		04-MAY-17	Amezcuca, Joshua E		443.16	15-MAY-17	443.16	Reconciled
376897		04-MAY-17	Bennett, Ray R (Ray)		26.86	30-MAY-17	26.86	Reconciled
376898		04-MAY-17	Bonkowski, Thomas J (Thomas)		54.58			Negotiable
376899		04-MAY-17	Cortez, Malcolm A (Malcolm)		193.98	08-MAY-17	193.98	Reconciled
376900		04-MAY-17	Dillman, Tyler		58.63			Negotiable
376901		04-MAY-17	Figueroa, Jorge (Jorge)		43.00	25-MAY-17	43.00	Reconciled
376902		04-MAY-17	Garcia, Brad L (Brad)		10.44	11-MAY-17	10.44	Reconciled
376903		04-MAY-17	Hayden, David M (Dave)		3,015.06	04-MAY-17	3,015.06	Reconciled
376904		04-MAY-17	LaMar, Steven E		688.17	09-MAY-17	688.17	Reconciled
376905		04-MAY-17	Legault, Dan (Dan)		275.64	09-MAY-17	275.64	Reconciled
376906		04-MAY-17	Malloy, Steven L (Steven)		510.21	08-MAY-17	510.21	Reconciled
376907		04-MAY-17	Oldewage, Lars D (Lars)		125.00	11-MAY-17	125.00	Reconciled
376908		04-MAY-17	Perez, David M (David)		1,694.00	04-MAY-17	1,694.00	Reconciled
376909		04-MAY-17	Phuong, Sophia		60.00	11-MAY-17	60.00	Reconciled
376910		04-MAY-17	Pizanie, Nicholas B		6.00			Negotiable
376911		04-MAY-17	Sheilds, Patrick		87.59	30-MAY-17	87.59	Reconciled
376912		04-MAY-17	Shinbashi, Allen	LAKE	37,404.63	05-MAY-17	37,404.63	Reconciled
376913		04-MAY-17	WESTAMERICA COMMUNICATIONS, INC.	FOREST	92,777.00	11-MAY-17	92,777.00	Reconciled
376914		04-MAY-17	A & Y ASPHALT CONTRACTORS INC		1,339.39	08-MAY-17	1,339.39	Reconciled
376915		04-MAY-17	AAF INTERNATIONAL		412.47	15-MAY-17	412.47	Reconciled
376916		04-MAY-17	ADT SECURITY SERVICES INC		34,113.08	12-MAY-17	34,113.08	Reconciled
376917		04-MAY-17	AECOM TECHNICAL SERVICES, INC.		27.89	11-MAY-17	27.89	Reconciled
376918		04-MAY-17	AHMED ALSHARIF AND HANAE ALSHARIF		17,463.55	10-MAY-17	17,463.55	Reconciled
376919		04-MAY-17	ALBERTSONS		1,795.00	08-MAY-17	1,795.00	Reconciled
			ALEXANDER'S CONTRACT SERVICES, INC.					

IRWD Ledger Upgrade Payment Register For 01-MAY-17 To 31-MAY-17 Report Date: 05-JUN-2017 15:50
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 2
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
376920		04-MAY-17	ALL AMERICAN ASPHALT		2,343.69	17-MAY-17	2,343.69	Reconciled
376921		04-MAY-17	AMERICAN MULTIFAMILY INC		981.28	08-MAY-17	981.28	Reconciled
376922		04-MAY-17	AMERICAN VAN EQUIPMENT, INC		474.87	08-MAY-17	474.87	Reconciled
376923		04-MAY-17	APEX LIFE SCIENCES, LLC		1,190.00	08-MAY-17	1,190.00	Reconciled
376924		04-MAY-17	ARC		395.73			Negotiable
376925		04-MAY-17	ASSOCIATION OF CALIFORNIA WATER AGENCIES/JPIA		34,092.32	15-MAY-17	34,092.32	Reconciled
376926		04-MAY-17	AT&T		52.06	10-MAY-17	52.06	Reconciled
376927		04-MAY-17	AT&T		4,333.15	10-MAY-17	4,333.15	Reconciled
376928		04-MAY-17	AZTEC CONTAINER		8,517.63	08-MAY-17	8,517.63	Reconciled
376929		04-MAY-17	BANK OF AMERICA		24,435.09	11-MAY-17	24,435.09	Reconciled
376930		04-MAY-17	BANK OF NEW YORK MELLON TRUST COMPANY NA		6,044.00	09-MAY-17	6,044.00	Reconciled
376931		04-MAY-17	BEARCOM		1,450.32	09-MAY-17	1,450.32	Reconciled
376932		04-MAY-17	BEST DRILLING AND PUMP, INC.		227,382.50	11-MAY-17	227,382.50	Reconciled
376933		04-MAY-17	BOWIE, ARNESON, WILES & GIANNONE		18,776.97	16-MAY-17	18,776.97	Reconciled
376934		04-MAY-17	BRITTANY APTS		21.82	23-MAY-17	21.82	Reconciled
376935		04-MAY-17	BROWN AND CALDWELL		12,526.90	12-MAY-17	12,526.90	Reconciled
376936		04-MAY-17	BURKE, WILLIAMS & SORESENSEN, LLP		130.00	09-MAY-17	130.00	Reconciled

376937	04-MAY-17	C WELLS PIPELINE MATERIALS INC	9,733.07	16-MAY-17	9,733.07	Reconciled
376938	04-MAY-17	CALIFORNIA BANK & TRUST	22,487.92	15-MAY-17	22,487.92	Reconciled
376939	04-MAY-17	CALIFORNIA BARRICADE RENTAL, INC.	1,502.50	09-MAY-17	1,502.50	Reconciled
376940	04-MAY-17	CAMPBELL, C	12.16	24-MAY-17	12.16	Reconciled
376941	04-MAY-17	CANON SOLUTIONS AMERICA, INC.	407.01	08-MAY-17	407.01	Reconciled
376942	04-MAY-17	CAPTIVE AUDIENCE MARKETING INC.	79.00	09-MAY-17	79.00	Reconciled
376943	04-MAY-17	CDW GOVERNMENT LLC	1,754.57	10-MAY-17	1,754.57	Reconciled
376944	04-MAY-17	CHA, JOHN	2,003.25	08-MAY-17	2,003.25	Reconciled
376945	04-MAY-17	CHEM TECH INTERNATIONAL INC	29,292.93	24-MAY-17	29,292.93	Reconciled
376946	04-MAY-17	CHEN, ZIRAN	95.42			Negotiable
376947	04-MAY-17	CITY OF IRVINE	2,538.07	08-MAY-17	2,538.07	Reconciled

IRWD Ledger Upgrade Payment Register For 01-MAY-17 To 31-MAY-17 Report Date: 05-JUN-2017 15:50
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 3
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
376948	04-MAY-17		CITY OF IRVINE		2,183.25	17-MAY-17	2,183.25	Reconciled
376949	04-MAY-17		CITY OF IRVINE		933.97	17-MAY-17	933.97	Reconciled
376950	04-MAY-17		CITY OF ORANGE		126.65	08-MAY-17	126.65	Reconciled
376951	04-MAY-17		CITY OF ORANGE		153.90	10-MAY-17	153.90	Reconciled
376952	04-MAY-17		CIVILSOURCE, INC.		25,083.00	22-MAY-17	25,083.00	Reconciled
376953	04-MAY-17		COMMERCIAL COATING RESOURCE INC		3,140.00	12-MAY-17	3,140.00	Reconciled
376954	04-MAY-17		CORRPRO COMPANIES, INC		1,136.57	01-JUN-17	1,136.57	Reconciled
376955	04-MAY-17		CULLIGAN OF SANTA ANA		4,011.40	08-MAY-17	4,011.40	Reconciled
376956	04-MAY-17		D & H WATER SYSTEMS INC.		6,545.21	09-MAY-17	6,545.21	Reconciled
376957	04-MAY-17		DATA CLEAN CORPORATION		542.00	09-MAY-17	542.00	Reconciled
376958	04-MAY-17		DCSE, INC.		14,980.00	08-MAY-17	14,980.00	Reconciled
376959	04-MAY-17		DE VOY, CAROL		340.08	22-MAY-17	340.08	Reconciled
376960	04-MAY-17		DEACON, JANET		650.43	02-JUN-17	650.43	Reconciled
376961	04-MAY-17		DEACON, JANET		543.23	10-MAY-17	543.23	Reconciled
376962	04-MAY-17		DEE JASPAR & ASSOCIATES, INC.		16,662.12	15-MAY-17	16,662.12	Reconciled
376963	04-MAY-17		DEEP SEA ESTATES LLC		1,158.10			Negotiable
376964	04-MAY-17		DELL MARKETING LP		10,720.56	08-MAY-17	10,720.56	Reconciled
376965	04-MAY-17		DEX MEDIA INC.		77.25	15-MAY-17	77.25	Reconciled
376966	04-MAY-17		DIRECTV INC		120.53	10-MAY-17	120.53	Reconciled
376967	04-MAY-17		EAST ORANGE COUNTY WATER DISTRICT		18,129.91	16-MAY-17	18,129.91	Reconciled
376968	04-MAY-17		EBERHARD EQUIPMENT		3,588.08	08-MAY-17	3,588.08	Reconciled
376969	04-MAY-17		EI&C ENGINEERING INC		56,710.00	11-MAY-17	56,710.00	Reconciled
376970	04-MAY-17		ELEMENT MATERIALS TECHNOLOGY HUNTINGTON BEACH INC		650.00	09-MAY-17	650.00	Reconciled
376971	04-MAY-17		ENVIRONMENTAL EQUIPMENT SUPPLY, INC		145.49	09-MAY-17	145.49	Reconciled
376972	04-MAY-17		ENVIRONMENTAL EXPRESS INC		10,700.83	09-MAY-17	10,700.83	Reconciled
376973	04-MAY-17		EUROFINS EATON ANALYTICAL, INC.		382.50	08-MAY-17	382.50	Reconciled
376974	04-MAY-17		EVANS-HYDRO INC		1,760.00	11-MAY-17	1,760.00	Reconciled
376975	04-MAY-17		EVANTEC CORPORATION		603.40	08-MAY-17	603.40	Reconciled

IRWD Ledger Upgrade Payment Register For 01-MAY-17 To 31-MAY-17 Report Date: 05-JUN-2017 15:50
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 4
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
376976	04-MAY-17		EXECUTIVE LIGHTING & ELECTRIC		2,507.74	08-MAY-17	2,507.74	Reconciled
376977	04-MAY-17		FARRELL & ASSOCIATES		286.28	08-MAY-17	286.28	Reconciled
376978	04-MAY-17		FEDEX		161.84	09-MAY-17	161.84	Reconciled
376979	04-MAY-17		FERGUSON ENTERPRISES, INC.		14,688.49	10-MAY-17	14,688.49	Reconciled
376980	04-MAY-17		FIDELITY SECURITY LIFE INSURANCE COMPANY		6,656.47	11-MAY-17	6,656.47	Reconciled

376981	04-MAY-17	FISHER SCIENTIFIC COMPANY LLC	5,014.44	08-MAY-17	5,014.44	Reconciled
376982	04-MAY-17	FITCH RATINGS, INC.	8,000.00	11-MAY-17	8,000.00	Reconciled
376983	04-MAY-17	FLEET SOLUTIONS LLC	595.31	09-MAY-17	595.31	Reconciled
376984	04-MAY-17	FOOTHILL/EASTERN TRANSPORTATION	4,650.00	12-MAY-17	4,650.00	Reconciled
376985	04-MAY-17	FORREST CARTER	600.00	10-MAY-17	600.00	Reconciled
376986	04-MAY-17	GIBBS OSBORNE FRONTIER	269.38	11-MAY-17	269.38	Reconciled
376987	04-MAY-17	CALIFORNIA INC.	339.29	19-MAY-17	339.29	Reconciled
376988	04-MAY-17	FUSCALDO, MICHAEL	5,735.74	08-MAY-17	5,735.74	Reconciled
376989	04-MAY-17	ENGINEERING, INC.	52.51	11-MAY-17	52.51	Reconciled
376990	04-MAY-17	GEIGER BROS	8,410.61	10-MAY-17	8,410.61	Reconciled
376991	04-MAY-17	GHARABEIGIE, GEORGE	431.46	08-MAY-17	431.46	Reconciled
376992	04-MAY-17	GM SAGER CONSTRUCTION CO, INC.	17,415.00	12-MAY-17	17,415.00	Reconciled
376993	04-MAY-17	GOLDMAN, SACHS & CO	31,121.34	11-MAY-17	31,121.34	Reconciled
376994	04-MAY-17	GRAINGER	18,974.06	12-MAY-17	18,974.06	Reconciled
376995	04-MAY-17	GRAYBAR ELECTRIC COMPANY	3,028.22	08-MAY-17	3,028.22	Reconciled
376996	04-MAY-17	HACH COMPANY	8,763.36	08-MAY-17	8,763.36	Reconciled
376997	04-MAY-17	HAHF, BARAA	275.44			Negotiable
376998	04-MAY-17	HALCYON ELECTRIC INC	11,200.00	11-MAY-17	11,200.00	Reconciled
376999	04-MAY-17	HARRINGTON INDUSTRIAL PLASTICS LLC	4,743.83	09-MAY-17	4,743.83	Reconciled
377000	04-MAY-17	HELPMATES STAFFING SERVICES	7,320.13	08-MAY-17	7,320.13	Reconciled

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

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

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377001		04-MAY-17	HILL BROTHERS CHEMICAL COMPANY		15,710.86	16-MAY-17	15,710.86	Reconciled
377002		04-MAY-17	HOME DEPOT USA INC		641.94	10-MAY-17	641.94	Reconciled
377003		04-MAY-17	HSA, WEIFONG		2.49	10-MAY-17	2.49	Reconciled
377004		04-MAY-17	HUNTLEY, TAMMY		502.08	17-MAY-17	502.08	Reconciled
377005		04-MAY-17	INDUSTRIAL METAL SUPPLY CO		23.18	09-MAY-17	23.18	Reconciled
377006		04-MAY-17	IRVINE PIPE & SUPPLY INC		5,696.10	08-MAY-17	5,696.10	Reconciled
377007		04-MAY-17	IRWD-PETTY CASH CUSTODIAN		746.26	08-MAY-17	746.26	Reconciled
377008		04-MAY-17	JIG CONSULTANTS		7,897.58	15-MAY-17	7,897.58	Reconciled
377009		04-MAY-17	JOHN MICHAEL COVAS		191.70	15-MAY-17	191.70	Reconciled
377010		04-MAY-17	KAESER COMPRESSORS, INC.		1,192.99	08-MAY-17	1,192.99	Reconciled
377011		04-MAY-17	KAPLAN, PHILLIP		449.12	12-MAY-17	449.12	Reconciled
377012		04-MAY-17	KB HOMES		52.37	26-MAY-17	52.37	Reconciled
377013		04-MAY-17	KENT & AMY DAHLBERG		2,546.90	09-MAY-17	2,546.90	Reconciled
377014		04-MAY-17	KILL-N-BUGS TERMITE AND PEST CONTROL SERVICES		325.00	09-MAY-17	325.00	Reconciled
377015		04-MAY-17	KIMBALL MIDWEST		4,933.28	08-MAY-17	4,933.28	Reconciled
377016		04-MAY-17	LAGUNA BEACH COUNTY WATER DISTRICT		6,516.27	22-MAY-17	6,516.27	Reconciled
377017		04-MAY-17	LANDCARE HOLDINGS, INC.		5,858.00	08-MAY-17	5,858.00	Reconciled
377018		04-MAY-17	LANDCARE HOLDINGS, INC.		37,156.57			Negotiable
377019		04-MAY-17	LEE, SU		69.85	10-MAY-17	69.85	Reconciled
377020		04-MAY-17	LI, JIANHAO		190.11	10-MAY-17	190.11	Reconciled
377021		04-MAY-17	LUBRICATION ENGINEERS, INC.		442.20	08-MAY-17	442.20	Reconciled
377022		04-MAY-17	MA, JOAN		126.24	16-MAY-17	126.24	Reconciled
377023		04-MAY-17	MC MASTER CARR SUPPLY CO		75.76	08-MAY-17	75.76	Reconciled
377024		04-MAY-17	MICHAEL BAKER INTERNATIONAL, INC.		4,578.76	08-MAY-17	4,578.76	Reconciled
377025		04-MAY-17	MICHAELS, ROSS & COLE, LTD.		6,660.00	11-MAY-17	6,660.00	Reconciled
377026		04-MAY-17	MICRO FOCUS SOFTWARE INC.		52,210.40	11-MAY-17	52,210.40	Reconciled
377027		04-MAY-17	MIP BROS INC.		117.02	08-MAY-17	117.02	Reconciled
377028		04-MAY-17	MIP BROSE, INC		36.05	08-MAY-17	36.05	Reconciled

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

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Bank Account Currency: USD (US Dollar)
Payment Type: All

Payment Currency: USD (US Dollar)
Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377029		04-MAY-17	MOODY'S INVESTORS SERVICE INC		7,500.00	10-MAY-17	7,500.00	Reconciled
377030		04-MAY-17	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		189,551.67	11-MAY-17	189,551.67	Reconciled
377031		04-MAY-17	NATURES IMAGE INC		503.00	08-MAY-17	583.00	Reconciled
377032		04-MAY-17	NGUYEN, GIA HOA		2,732.78	09-MAY-17	2,732.78	Reconciled
377033		04-MAY-17	NINYO & MOORE		1,964.51	08-MAY-17	1,964.51	Reconciled
377034		04-MAY-17	NORMAN A. OLSSON CONSTRUCTION, INC.		401,741.70	16-MAY-17	401,741.70	Reconciled
377035		04-MAY-17	OLIN CORPORATION		5,927.99	09-MAY-17	5,927.99	Reconciled
377036		04-MAY-17	ORANGE COUNTY TREASURER		249.97	08-MAY-17	249.97	Reconciled
377037		04-MAY-17	ORANGE COUNTY WATER ASSOCIATION		40.00	23-MAY-17	40.00	Reconciled
377038		04-MAY-17	PACIFIC EH&S SERVICES, INC.		1,211.38	09-MAY-17	1,211.38	Reconciled
377039		04-MAY-17	PACIFIC HYDROTECH CORPORATION		67,108.00	11-MAY-17	67,108.00	Reconciled
377040		04-MAY-17	PALO VERDE IRRIGATION DISTRICT		81.21	10-MAY-17	81.21	Reconciled
377041		04-MAY-17	PASCAL & LUDWIG CONSTRUCTORS		435,726.94	15-MAY-17	435,726.94	Reconciled
377042		04-MAY-17	PASCAL & LUDWIG CONSTRUCTORS		22,932.99	11-MAY-17	22,932.99	Reconciled
377043		04-MAY-17	PAYNE & FEARS LLP		7,482.00	08-MAY-17	7,482.00	Reconciled
377044		04-MAY-17	PELLETIER & ASSOCIATES, INC.		325.00	09-MAY-17	325.00	Reconciled
377045		04-MAY-17	PIVOT INTERIORS INC		306.28	08-MAY-17	306.28	Reconciled
377046		04-MAY-17	PRAXAIR		1,230.54	09-MAY-17	1,230.54	Reconciled
377047		04-MAY-17	DISTRIBUTION INC		1,246.18	09-MAY-17	1,246.18	Reconciled
377048		04-MAY-17	PREMIER PAVING, INC		301.30	09-MAY-17	301.30	Reconciled
377049		04-MAY-17	PRIORITY MAILING SYSTEMS LLC		31.34	09-MAY-17	31.34	Reconciled
377050		04-MAY-17	PRUDENTIAL OVERALL SUPPLY		2,765.22	08-MAY-17	2,765.22	Reconciled
377051		04-MAY-17	PSOMAS		2,812.74	10-MAY-17	2,812.74	Reconciled
377052		04-MAY-17	QUINCY COMPRESSOR LLC		46,689.00	15-MAY-17	46,689.00	Reconciled
377053		04-MAY-17	REAL WATER CONSULTANTS INC.		1,135.00	10-MAY-17	1,135.00	Reconciled
377054		04-MAY-17	ROSE, SOPHIA		17,017.00	11-MAY-17	17,017.00	Reconciled
IRWD Ledger Upgrade								
BANK: Bank of America N.A. Branch : Los Angeles								
Bank Account Currency: USD (US Dollar)								
Payment Type: All								
Payment Register For 01-MAY-17 To 31-MAY-17								
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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377055		04-MAY-17	SANTA ANA BLUE PRINT		1,062.74	09-MAY-17	1,062.74	Reconciled
377056		04-MAY-17	SCHINDLER ELEVATOR CORPORATION		188.97	09-MAY-17	188.97	Reconciled
377057		04-MAY-17	SEAL ANALYTICAL INC		525.43	08-MAY-17	525.43	Reconciled
377058		04-MAY-17	SERRANO WATER DISTRICT		44,101.91	16-MAY-17	44,101.91	Reconciled
377059		04-MAY-17	SEWARD, SCOTT B		430.04	22-MAY-17	430.04	Reconciled
377060		04-MAY-17	SHEA/BAKER RANCH ASSOCIATES, LLC		53.10	12-MAY-17	53.10	Reconciled
377061		04-MAY-17	SNYDER LANGSTON		1,211.99	09-MAY-17	1,211.99	Reconciled
377062		04-MAY-17	SOCAL REMOVAL		19,760.00	12-MAY-17	19,760.00	Reconciled
377063		04-MAY-17	SOCAL REMOVAL		12,383.76	12-MAY-17	12,383.76	Reconciled
377064		04-MAY-17	SOUTHERN CALIFORNIA EDISON COMPANY		273,332.83	08-MAY-17	273,332.83	Reconciled
377065		04-MAY-17	SOUTHERN CALIFORNIA SECURITY CENTERS, INC.		28.02	11-MAY-17	28.02	Reconciled
377066		04-MAY-17	SOUTHERN COUNTIES LUBRICANTS LLC		880.80	09-MAY-17	880.80	Reconciled
377067		04-MAY-17	STANDARD REGISTER, INC.		2,440.07	08-MAY-17	2,440.07	Reconciled
377068		04-MAY-17	STANTEC CONSULTING SERVICES INC.		14,800.28	11-MAY-17	14,800.28	Reconciled
377069		04-MAY-17	SUEZ TREATMENT SOLUTIONS INC.		20,470.80	12-MAY-17	20,470.80	Reconciled

377070	04-MAY-17	SYLVIA AHN AND TOM NGUYEN	21.53	08-MAY-17	21.53	Reconciled
377071	04-MAY-17	T.E. ROBERTS, INC.	9,722.70	08-MAY-17	9,722.70	Reconciled
377072	04-MAY-17	THE GAS COMPANY	5,194.34	26-MAY-17	5,194.34	Reconciled
377073	04-MAY-17	THE MCCAFFERY CORPORATION	1,216.89			Negotiable
377074	04-MAY-17	THE NEW HOME COMPANY SOUTHERN CALIFORNIA LLC	1,584.18			Negotiable
377075	04-MAY-17	THERMO ELECTRON NORTH AMERICA LLC	1,021.00	09-MAY-17	1,021.00	Reconciled
377076	04-MAY-17	TIC-RETAIL PROPERTIES	50.47	12-MAY-17	50.47	Reconciled
377077	04-MAY-17	TIGERCOMM LLC	5,800.00	10-MAY-17	5,800.00	Reconciled
377078	04-MAY-17	TRIESAND, EDWARD	176.82			Voided
377079	04-MAY-17	TROPICAL PLAZA NURSERY INC	4,854.00	08-MAY-17	4,854.00	Reconciled
IRWD Ledger Upgrade						
BANK: Bank of America N.A.			Payment Register For		01-MAY-17 To 31-MAY-17	Report Date: 05-JUN-2017 15:50
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Payment Type: All			Display Supplier Address: No			

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377080		04-MAY-17	TRUCPARCO		838.81	11-MAY-17	838.81	Reconciled
377081		04-MAY-17	UCT, LLC		225.76	08-MAY-17	225.76	Reconciled
377082		04-MAY-17	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		1,122.00	16-MAY-17	1,122.00	Reconciled
377083		04-MAY-17	UNITED PARCEL SERVICE INC		45.21	08-MAY-17	45.21	Reconciled
377084		04-MAY-17	UNITED STATES POST OFFICE		25,000.00	12-MAY-17	25,000.00	Reconciled
377085		04-MAY-17	UNITED WATER WORKS, INC.		572.15	08-MAY-17	572.15	Reconciled
377086		04-MAY-17	VAN DYKE FARMS, INC.		301.20			Negotiable
377087		04-MAY-17	VERIZON WIRELESS SERVICES LLC		9,686.02	09-MAY-17	9,686.02	Reconciled
377088		04-MAY-17	VERTEX INC		4,569.00	10-MAY-17	4,569.00	Reconciled
377089		04-MAY-17	VWR INTERNATIONAL, LLC		1,914.20	09-MAY-17	1,914.20	Reconciled
377090		04-MAY-17	W.M. LYLES CO		86,824.68	11-MAY-17	86,824.68	Reconciled
377091		04-MAY-17	W.M. LYLES CO		4,569.72	09-MAY-17	4,569.72	Reconciled
377092		04-MAY-17	WACO FILTERS CORPORATION		5,268.96	10-MAY-17	5,268.96	Reconciled
377093		04-MAY-17	WALTERS WHOLESALE ELECTRIC		11,652.83	11-MAY-17	11,652.83	Reconciled
377094		04-MAY-17	WARD, WILLIAM P JR.		415.00	09-MAY-17	415.00	Reconciled
377095		04-MAY-17	WARE MALCOMB		26,247.17	11-MAY-17	26,247.17	Reconciled
377096		04-MAY-17	WASTE MANAGEMENT OF ORANGE COUNTY		1,828.75	09-MAY-17	1,828.75	Reconciled
377097		04-MAY-17	WATER SYSTEMS OPTIMIZATION, INC.		1,652.50	09-MAY-17	1,652.50	Reconciled
377098		04-MAY-17	WAXIE'S ENTERPRISES, INC		232.80	08-MAY-17	232.80	Reconciled
377099		04-MAY-17	WECK LABORATORIES INC		180.00	09-MAY-17	180.00	Reconciled
377100		04-MAY-17	WEST COAST SAND & GRAVEL INC.		1,155.13	08-MAY-17	1,155.13	Reconciled
377101		04-MAY-17	WESTAMERICA COMMUNICATIONS, INC.		7,474.16	08-MAY-17	7,474.16	Reconciled
377102		04-MAY-17	WESTERN EXTERMINATOR COMPANY		7,260.50	18-MAY-17	7,260.50	Reconciled
377103		04-MAY-17	WILDER, RICHARD		598.82	12-MAY-17	598.82	Reconciled
IRWD Ledger Upgrade								
BANK: Bank of America N.A.			Payment Register For		01-MAY-17 To 31-MAY-17	Report Date: 05-JUN-2017 15:50		
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Bank Account Currency: USD (US Dollar)			Payment Currency: USD (US Dollar)					
Payment Type: All			Display Supplier Address: No					

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377104		04-MAY-17	WIRELESS WATCHDOGS, LLC		636.00	11-MAY-17	636.00	Reconciled
377105		04-MAY-17	WOO, JONGHOON		1,560.36	09-MAY-17	1,560.36	Reconciled
377106		04-MAY-17	WOODCLIFF CORPORATION		1,004.43			Negotiable
377107		04-MAY-17	ZEE MEDICAL SERVICE CO		330.00	08-MAY-17	330.00	Reconciled
377108		11-MAY-17	NATURAL COMMUNITIES COALITION	PURCHASE	55,900.00	02-JUN-17	55,900.00	Reconciled
377109		11-MAY-17	Barreto, Gustavo		33.36	30-MAY-17	33.36	Reconciled

377110	11-MAY-17	(Gus) Compton, Christine A	107.95	16-MAY-17	107.95	Reconciled
377111	11-MAY-17	Hayden, David M (Dave)	300.00	16-MAY-17	300.00	Reconciled
377112	11-MAY-17	Marshall, Matt I (Matt)	50.00	17-MAY-17	50.00	Reconciled
377113	11-MAY-17	McElroy, Dorian	59.96	12-MAY-17	59.96	Reconciled
377114	11-MAY-17	Nicholson, Darin	194.70	17-MAY-17	194.70	Reconciled
377115	11-MAY-17	Reynoso, Pio (Pio)	695.64	15-MAY-17	695.64	Reconciled
377116	11-MAY-17	Saini, Mohit	204.14	11-MAY-17	204.14	Reconciled
377117	11-MAY-17	Solis, Henry (Henry)	241.18	17-MAY-17	241.18	Reconciled
377118	11-MAY-17	Tran, Jason M (Jason)	88.00	18-MAY-17	88.00	Reconciled
377119	11-MAY-17	A&A WIPING CLOTH CO	1,133.53	15-MAY-17	1,133.53	Reconciled
377120	11-MAY-17	ACCURATE AIR ENGINEERING INC	637.50	17-MAY-17	637.50	Reconciled
377121	11-MAY-17	ACCUSOURCE, INC.	293.75	17-MAY-17	293.75	Reconciled
377122	11-MAY-17	ADS LLC	1,936.50	17-MAY-17	1,936.50	Reconciled
377123	11-MAY-17	AHN, YUNNIE	176.16	25-MAY-17	176.16	Reconciled
377124	11-MAY-17	ALEXANDER'S CONTRACT SERVICES, INC.	114,135.64	17-MAY-17	114,135.64	Reconciled
377125	11-MAY-17	ALLIANT INSURANCE SERVICES, INC	34,500.00	23-MAY-17	34,500.00	Reconciled
377126	11-MAY-17	AQUA-METRIC SALES COMPANY	1,270.47	15-MAY-17	1,270.47	Reconciled
377127	11-MAY-17	ARIZONA INSTRUMENT LLC	1,400.27	15-MAY-17	1,400.27	Reconciled
377128	11-MAY-17	ASHFORD, WALT	337.30	16-MAY-17	337.30	Reconciled
377129	11-MAY-17	AT&T	371.04	18-MAY-17	371.04	Reconciled
377130	11-MAY-17	ATHENS SERVICES	977.25	15-MAY-17	977.25	Reconciled

IRWD Ledger Upgrade
BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Report Date: 05-JUN-2017 15:50
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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377131		11-MAY-17	AUTOZONE PARTS, INC.		501.96	17-MAY-17	501.96	Reconciled
377132		11-MAY-17	BATTERIES PLUS AND BATTERIES PLUS BULBS		137.33	16-MAY-17	137.33	Reconciled
377133		11-MAY-17	BILL'S SWEEPING SERVICE INC		1,050.00	16-MAY-17	1,050.00	Reconciled
377134		11-MAY-17	BIOMAGIC INC		14,564.34	30-MAY-17	14,564.34	Reconciled
377135		11-MAY-17	BLACK & VEATCH CORPORATION		285,067.33	19-MAY-17	285,067.33	Reconciled
377136		11-MAY-17	BOOT WORLD, INC.		2,320.20			Negotiable
377137		11-MAY-17	BRENNTAG PACIFIC INC		1,449.16	15-MAY-17	1,449.16	Reconciled
377138		11-MAY-17	CALIFORNIA BARRICADE RENTAL, INC.		7,946.36	16-MAY-17	7,946.36	Reconciled
377139		11-MAY-17	CANON FINANCIAL SERVICES, INC		1,312.40	18-MAY-17	1,312.40	Reconciled
377140		11-MAY-17	CANON SOLUTIONS AMERICA, INC.		315.83	18-MAY-17	315.83	Reconciled
377141		11-MAY-17	CAROLLO ENGINEERS, INC		32,913.03	22-MAY-17	32,913.03	Reconciled
377142		11-MAY-17	CASTRO, JAIME PENA		350.00	22-MAY-17	350.00	Reconciled
377143		11-MAY-17	CDW GOVERNMENT LLC		420.26	18-MAY-17	420.26	Reconciled
377144		11-MAY-17	CLARIS STRATEGY INC.		3,200.00	16-MAY-17	3,200.00	Reconciled
377145		11-MAY-17	CLEAN ENERGY		3,106.40	22-MAY-17	3,106.40	Reconciled
377146		11-MAY-17	CLEARINGHOUSE		477.67	15-MAY-17	477.67	Reconciled
377147		11-MAY-17	COASTLINE EQUIPMENT COMPANY		743.04	15-MAY-17	743.04	Reconciled
377148		11-MAY-17	CR & R INCORPORATED		282.82	15-MAY-17	282.82	Reconciled
377149		11-MAY-17	CULLIGAN OF SANTA ANA		6,014.25	16-MAY-17	6,014.25	Reconciled
377150		11-MAY-17	D & G SIGNS		802.74	16-MAY-17	802.74	Reconciled
377151		11-MAY-17	D & H WATER SYSTEMS INC.		518.06	24-MAY-17	518.06	Reconciled
377152		11-MAY-17	DELL MARKETING LP		1,658.03	15-MAY-17	1,658.03	Reconciled
377153		11-MAY-17	DISCOUNT COURIER SERVICE		74.80	15-MAY-17	74.80	Reconciled
377154		11-MAY-17	DMS FACILITY SERVICES, INC.		36,823.95	23-MAY-17	36,823.95	Reconciled
377155		11-MAY-17	DOBLE, DANIEL		250.65	17-MAY-17	250.65	Reconciled
377156		11-MAY-17	EAGLE PRINT DYNAMICS		1,195.49	15-MAY-17	1,195.49	Reconciled

IRWD Ledger Upgrade
BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Report Date: 05-JUN-2017 15:50
Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar) Page: 11
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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377157		11-MAY-17	EISEL ENTERPRISES INC		1,605.48	19-MAY-17	1,605.48	Reconciled
377158		11-MAY-17	ELIOT, JEFFREY		3.32			Negotiable
377159		11-MAY-17	EMEDCO		580.70	17-MAY-17	580.70	Reconciled
377160		11-MAY-17	EMPLOYEE BENEFIT SPECIALIST, INC		1,255.00	16-MAY-17	1,255.00	Reconciled
377161		11-MAY-17	ENVIRONMENTAL ENGINEERING AND CONTRACTING, INC.		8,140.00	15-MAY-17	8,140.00	Reconciled
377162		11-MAY-17	ENVIRONMENTAL RESOURCE ASSOCIATES		956.58	17-MAY-17	956.58	Reconciled
377163		11-MAY-17	EUROFINS EATON ANALYTICAL, INC.		90.00	15-MAY-17	90.00	Reconciled
377164		11-MAY-17	EXPONENT, INC.		3,455.00	16-MAY-17	3,455.00	Reconciled
377165		11-MAY-17	FEDEX		503.38	16-MAY-17	503.38	Reconciled
377166		11-MAY-17	FEDEX NATIONAL LTL, INC		1,203.36	17-MAY-17	1,203.36	Reconciled
377167		11-MAY-17	FERGUSON ENTERPRISES, INC.		4,272.29	15-MAY-17	4,272.29	Reconciled
377168		11-MAY-17	FIERRO, SERGIO D		3,324.99	31-MAY-17	3,324.99	Reconciled
377169		11-MAY-17	FIRST CHOICE SERVICES		948.80	16-MAY-17	948.80	Reconciled
377170		11-MAY-17	FISHER SCIENTIFIC COMPANY LLC		4,429.85	15-MAY-17	4,429.85	Reconciled
377171		11-MAY-17	FLW, INC.		3,728.58	16-MAY-17	3,728.58	Reconciled
377172		11-MAY-17	FRONTIER CALIFORNIA INC.		50.99	22-MAY-17	50.99	Reconciled
377173		11-MAY-17	GANAHL LUMBER CO.		1,221.78	18-MAY-17	1,221.78	Reconciled
377174		11-MAY-17	GEIGER BROS		485.04	17-MAY-17	485.04	Reconciled
377175		11-MAY-17	GENERAL PUMP COMPANY INC		9,006.00	16-MAY-17	9,006.00	Reconciled
377176		11-MAY-17	GRAINGER		661.67	15-MAY-17	661.67	Reconciled
377177		11-MAY-17	GREATER IRVINE CHAMBER OF COMMERCE		1,600.00	17-MAY-17	1,600.00	Reconciled
377178		11-MAY-17	GREYSHOCK, TAMMY		799.06	15-MAY-17	799.06	Reconciled
377179		11-MAY-17	HACH COMPANY		2,715.09	16-MAY-17	2,715.09	Reconciled
377180		11-MAY-17	HARMSWORTH ASSOCIATES		3,830.00	22-MAY-17	3,830.00	Reconciled
377181		11-MAY-17	HARRIS & ASSOCIATES, INC.		6,765.00	15-MAY-17	6,765.00	Reconciled
377182		11-MAY-17	HASLER INC.		3,500.00	18-MAY-17	3,500.00	Reconciled
377183		11-MAY-17	HEALTHY BUILDINGS INTERNATIONAL, INC.		22,575.00	18-MAY-17	22,575.00	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377184		11-MAY-17	HELP/SYSTEMS, LLC		10,350.00	19-MAY-17	10,350.00	Reconciled
377185		11-MAY-17	HELPMATES STAFFING SERVICES		3,758.98	15-MAY-17	3,758.98	Reconciled
377186		11-MAY-17	HILL BROTHERS CHEMICAL COMPANY		6,085.51	17-MAY-17	6,085.51	Reconciled
377187		11-MAY-17	HOME DEPOT USA INC		530.16	17-MAY-17	530.16	Reconciled
377188		11-MAY-17	HUNSAKER & ASSOCIATES IRVINE		168.00	17-MAY-17	168.00	Reconciled
377189		11-MAY-17	HUNTER, RINA		334.38	30-MAY-17	334.38	Reconciled
377190		11-MAY-17	IBM CORPORATION		925.00	16-MAY-17	925.00	Reconciled
377191		11-MAY-17	IDENTICARD SYSTEMS WORLDWIDE		1,502.74	17-MAY-17	1,502.74	Reconciled
377192		11-MAY-17	INDUSTRIAL METAL SUPPLY CO		135.71	16-MAY-17	135.71	Reconciled
377193		11-MAY-17	IRVINE PIPE & SUPPLY INC		258.41	15-MAY-17	258.41	Reconciled
377194		11-MAY-17	IRVINE UNIFIED SCHOOL DISTRICT		693.68	18-MAY-17	693.68	Reconciled
377195		11-MAY-17	IRWD EMPLOYEE ASSOCIATION		1,355.00	23-MAY-17	1,355.00	Reconciled
377196		11-MAY-17	IRWD-PETTY CASH CUSTODIAN		1,014.85	15-MAY-17	1,014.85	Reconciled
377197		11-MAY-17	JOHNSON-PELTIER		406,154.36	18-MAY-17	406,154.36	Reconciled
377198		11-MAY-17	KAYUGA SOLUTION INC		20,625.00	17-MAY-17	20,625.00	Reconciled
377199		11-MAY-17	KAZARIANS & ASSOCIATES, INC.		3,457.00	17-MAY-17	3,457.00	Reconciled
377200		11-MAY-17	KHAN, SHAFIQ R		104.11	30-MAY-17	104.11	Reconciled
377201		11-MAY-17	KIMBALL MIDWEST		3,116.09	16-MAY-17	3,116.09	Reconciled
377202		11-MAY-17	KLEINFELDER, INC.		25,479.53	18-MAY-17	25,479.53	Reconciled
377203		11-MAY-17	KPMG LLP		121,975.00	22-MAY-17	121,975.00	Reconciled
377204		11-MAY-17	KUSTERS ZIMA		7,935.90	16-MAY-17	7,935.90	Reconciled

377205	11-MAY-17	CORPORATION LA HABRA FENCE COMPANY INC	643.00	17-MAY-17	643.00	Reconciled
377206	11-MAY-17	LANDCARE HOLDINGS, INC.	28,722.43	22-MAY-17	28,722.43	Reconciled
377207	11-MAY-17	LARRY WALKER ASSOCIATES, INC.	19,482.50	31-MAY-17	19,482.50	Reconciled
377208	11-MAY-17	LEWIS BRISBOIS BISGAARD AND SMITH, LLP	980.00	17-MAY-17	980.00	Reconciled
377209	11-MAY-17	LU'S LIGHTHOUSE, INC.	143.78	16-MAY-17	143.78	Reconciled
377210	11-MAY-17	LUBRICATION ENGINEERS, INC.	1,629.45	15-MAY-17	1,629.45	Reconciled

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Payment Document : IRWD CHECK								
377211		11-MAY-17	MAILFINANCE INC		10,909.74	22-MAY-17	10,909.74	Reconciled
377212		11-MAY-17	MARK COMPANY		707.80	30-MAY-17	707.80	Reconciled
377213		11-MAY-17	MC FADDEN-DALE INDUSTRIAL		14.15	16-MAY-17	14.15	Reconciled
377214		11-MAY-17	MC MASTER CARR SUPPLY CO		1,057.49	15-MAY-17	1,057.49	Reconciled
377215		11-MAY-17	MICHAEL BAKER INTERNATIONAL, INC.		6,060.00	16-MAY-17	6,060.00	Reconciled
377216		11-MAY-17	MIDDLETON, GORDON		6.23	18-MAY-17	6.23	Reconciled
377217		11-MAY-17	MOBILE MODULAR MANAGEMENT CORPORATION		1,018.24	16-MAY-17	1,018.24	Reconciled
377218		11-MAY-17	MR CRANE INC		1,033.50	15-MAY-17	1,033.50	Reconciled
377219		11-MAY-17	NATIONAL READY MIXED CONCRETE CO.		3,235.64	15-MAY-17	3,235.64	Reconciled
377220		11-MAY-17	NCH CORPORATION		1,527.33	18-MAY-17	1,527.33	Reconciled
377221		11-MAY-17	NINYO & MOORE		18,705.25	17-MAY-17	18,705.25	Reconciled
377222		11-MAY-17	NMG GEOTECHNICAL INC		15,242.00	19-MAY-17	15,242.00	Reconciled
377223		11-MAY-17	NOSSAMAN LLP		19,800.39	17-MAY-17	19,800.39	Reconciled
377224		11-MAY-17	OCEAN BLUE ENVIRONMENTAL SERVICES INC		10,207.41	18-MAY-17	10,207.41	Reconciled
377225		11-MAY-17	ODA, HARUNORI		326.83			Negotiable
377226		11-MAY-17	OLIN CORPORATION		14,623.95	18-MAY-17	14,623.95	Reconciled
377227		11-MAY-17	ONESOURCE		4,192.01	15-MAY-17	4,192.01	Reconciled
377228		11-MAY-17	DISTRIBUTORS LLC		389.75	15-MAY-17	389.75	Reconciled
377229		11-MAY-17	ORANGE COUNTY AUTO PARTS CO		5,000.00	18-MAY-17	5,000.00	Reconciled
377230		11-MAY-17	ORANGE COUNTY BUSINESS COUNCIL		54.52	26-MAY-17	54.52	Reconciled
377231		11-MAY-17	MOSQUITO AND VECTOR CONTROL DISTRICT		62.50	19-MAY-17	62.50	Reconciled
377232		11-MAY-17	ORANGE COUNTY SHERIFF'S OFFICE		10,300.00	17-MAY-17	10,300.00	Reconciled
377233		11-MAY-17	OSTS, INC		49,620.00	16-MAY-17	49,620.00	Reconciled
377234		11-MAY-17	OUTSOURCE TECHNICAL LLC		390.00	19-MAY-17	390.00	Reconciled
377235		11-MAY-17	PAPER DEPOT DOCUMENT DESTRUCTION LLC		343.14	16-MAY-17	343.14	Reconciled

IRWD Ledger Upgrade
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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377236		11-MAY-17	PARR PROPERTY MANAGEMENT INC		206.25	17-MAY-17	206.25	Reconciled
377237		11-MAY-17	PASCAL & LUDWIG CONSTRUCTORS		8,386.58	17-MAY-17	8,386.58	Reconciled
377238		11-MAY-17	PASCAL & LUDWIG CONSTRUCTORS		159,344.99	19-MAY-17	159,344.99	Reconciled
377239		11-MAY-17	PERS LONG TERM CARE		900.58	16-MAY-17	900.58	Reconciled
377240		11-MAY-17	PEST OPTIONS, INC.		1,372.17	18-MAY-17	1,372.17	Reconciled
377241		11-MAY-17	PIVOT INTERIORS INC		177.26	15-MAY-17	177.26	Reconciled
377242		11-MAY-17	PLUMBERS DEPOT INC.		387.90	15-MAY-17	387.90	Reconciled
377243		11-MAY-17	PRAXAIR		1,336.73	15-MAY-17	1,336.73	Reconciled

377244	11-MAY-17	DISTRIBUTION INC RAINBOW DISPOSAL CO INC	357.36	17-MAY-17	357.36	Reconciled
377245	11-MAY-17	RED HAWK FIRE & SECURITY (CA) LLC	1,650.00	22-MAY-17	1,650.00	Reconciled
377246	11-MAY-17	REED, JAMES D	1,930.00	19-MAY-17	1,930.00	Reconciled
377247	11-MAY-17	REFRIGERATION SUPPLIES DISTRIBUTOR	990.83	16-MAY-17	990.83	Reconciled
377248	11-MAY-17	RELIANCE SAFETY CONSULTANTS, INC.	4,002.43	18-MAY-17	4,002.43	Reconciled
377249	11-MAY-17	RINGCLEAR LLC	80.64	17-MAY-17	80.64	Reconciled
377250	11-MAY-17	RMC WATER AND ENVIRONMENT	2,021.56	23-MAY-17	2,021.56	Reconciled
377251	11-MAY-17	RYAN HERCO PRODUCTS CORP	294.33	15-MAY-17	294.33	Reconciled
377252	11-MAY-17	SAFETY-KLEEN SYSTEMS, INC	871.66	16-MAY-17	871.66	Reconciled
377253	11-MAY-17	SALSBURY ENGINEERING, INC	665.08	22-MAY-17	665.08	Reconciled
377254	11-MAY-17	SANTA MARGARITA FORD	179.96	15-MAY-17	179.96	Reconciled
377255	11-MAY-17	SEALS WEST PACKING CO.	964.36	16-MAY-17	964.36	Reconciled
377256	11-MAY-17	SECURITAS SECURITY SERVICES USA, INC.	28,201.32	17-MAY-17	28,201.32	Reconciled
377257	11-MAY-17	SEWER PIPE SOLUTIONS LLC	820.48	30-MAY-17	820.48	Reconciled
377258	11-MAY-17	SHAMROCK SUPPLY CO INC	796.59	15-MAY-17	796.59	Reconciled
377259	11-MAY-17	SHAW PUMP & SUPPLY, INC.	2,803.24	15-MAY-17	2,803.24	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377260		11-MAY-17	SHERWIN WILLIAMS COMPANY		470.65	17-MAY-17	470.65	Reconciled
377261		11-MAY-17	SHOFFEIT PIPELINE, INC.		1,365.36	19-MAY-17	1,365.36	Reconciled
377262		11-MAY-17	SIMI VALLEY LANDFILL AND RECYCLING CENTER		523.80	15-MAY-17	523.80	Reconciled
377263		11-MAY-17	SMARTFISH CORP		4,490.16	18-MAY-17	4,490.16	Reconciled
377264		11-MAY-17	SO CAL REMOVAL		1,055.20	30-MAY-17	1,055.20	Reconciled
377265		11-MAY-17	SOFTCHOICE CORPORATION		4,493.44	16-MAY-17	4,493.44	Reconciled
377266		11-MAY-17	SOLARWINDS, INC		5,253.00	19-MAY-17	5,253.00	Reconciled
377267		11-MAY-17	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		1,882.05	15-MAY-17	1,882.05	Reconciled
377268		11-MAY-17	SOUTH COAST BOBCAT		347.17	25-MAY-17	347.17	Reconciled
377269		11-MAY-17	SOUTH COAST WATER CO.		40.00	16-MAY-17	40.00	Reconciled
377270		11-MAY-17	SOUTHERN CALIFORNIA EDISON COMPANY		226,899.99	22-MAY-17	226,899.99	Reconciled
377271		11-MAY-17	SOUTHERN CALIFORNIA SECURITY CENTERS, INC.		53.88	17-MAY-17	53.88	Reconciled
377272		11-MAY-17	SOUTHERN CALIFORNIA WATER COMMITTEE INC		30,000.00			Negotiable
377273		11-MAY-17	SOUTHERN COUNTIES LUBRICANTS LLC		3,558.09	16-MAY-17	3,558.09	Reconciled
377274		11-MAY-17	SPARKLETTTS		330.27	18-MAY-17	330.27	Reconciled
377275		11-MAY-17	STATE BOARD OF EQUALIZATION		4,282.00	18-MAY-17	4,282.00	Reconciled
377276		11-MAY-17	STATE WATER RESOURCES CONTROL BOARD		163,734.25	19-MAY-17	163,734.25	Reconciled
377277		11-MAY-17	TEKRAULICS		888.94	19-MAY-17	888.94	Reconciled
377278		11-MAY-17	TITUS INDUSTRIAL GROUP, INC.		192.82	19-MAY-17	192.82	Reconciled
377279		11-MAY-17	TRADE WIND INFLATABLES		211.18	24-MAY-17	211.18	Reconciled
377280		11-MAY-17	TRIPAC MARKETING INC		509.87	16-MAY-17	509.87	Reconciled
377281		11-MAY-17	TROPICAL PLAZA NURSERY INC		2,400.00	15-MAY-17	2,400.00	Reconciled
377282		11-MAY-17	TRUCPARCO		1,617.95	22-MAY-17	1,617.95	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377283		11-MAY-17	TULSA RIB COMPANY, INC.		6,942.12			Negotiable
377284		11-MAY-17	UMAJI, BILAL		930.58	18-MAY-17	930.58	Reconciled
377285		11-MAY-17	UNITED SITE SERVICES OF CALIFORNIA INC		630.35	17-MAY-17	630.35	Reconciled
377286		11-MAY-17	VILLA GENOA LLC		965.00	18-MAY-17	965.00	Reconciled
377287		11-MAY-17	VULCAN MATERIALS COMPANY		1,291.21	15-MAY-17	1,291.21	Reconciled
377200		11-MAY-17	WALTERS WHOLESALE ELECTRIC		458.74	16-MAY-17	458.74	Reconciled
377289		11-MAY-17	WASTE MANAGEMENT OF ORANGE COUNTY		2,952.71	15-MAY-17	2,952.71	Reconciled
377290		11-MAY-17	WATER ENVIRONMENT & REUSE FOUNDATION (WE&RF)		500.00	18-MAY-17	500.00	Reconciled
377291		11-MAY-17	WATERLINE TECHNOLOGIES INC		2,840.00	15-MAY-17	2,840.00	Reconciled
377292		11-MAY-17	WAXIE'S ENTERPRISES, INC		1,360.06	16-MAY-17	1,360.06	Reconciled
377293		11-MAY-17	WECK LABORATORIES INC		6,635.00	15-MAY-17	6,635.00	Reconciled
377294		11-MAY-17	WEST COAST SAND & GRAVEL INC.		1,877.11	16-MAY-17	1,877.11	Reconciled
377295		11-MAY-17	WILMINGTON INSTRUMENT COMPANY INC		3,064.90	15-MAY-17	3,064.90	Reconciled
377296		11-MAY-17	YP LLC		125.00	16-MAY-17	125.00	Reconciled
377297		11-MAY-17	YSI, INC		980.73	16-MAY-17	980.73	Reconciled
377298		18-MAY-17	Ashby, Robert L (Rob)		1,705.74	22-MAY-17	1,705.74	Reconciled
377299		18-MAY-17	Koenig, Timothy (Tim)		104.34	24-MAY-17	104.34	Reconciled
377300		18-MAY-17	Lin, Eileen (Eileen)		91.56	19-MAY-17	91.56	Reconciled
377301		18-MAY-17	O'Neill, Owen H		115.62			Negotiable
377302		18-MAY-17	Oldewage, Lars D (Lars)		421.52	22-MAY-17	421.52	Reconciled
377303		18-MAY-17	Schreck, Jeffrey A (Jeffrey)		136.26			Negotiable
377304		18-MAY-17	ACWA		400.00	22-MAY-17	400.00	Reconciled
377305		18-MAY-17	ADVANTECH CORPORATION		1,407.07	22-MAY-17	1,407.07	Reconciled
377306		18-MAY-17	AGILENT TECHNOLOGIES, INC.		129,995.94	23-MAY-17	129,995.94	Reconciled
377307		18-MAY-17	AIRGAS, INC.		1,759.88	22-MAY-17	1,759.88	Reconciled
IRWD Ledger Upgrade Payment Register For 01-MAY-17 To 31-MAY-17 Report Date: 05-JUN-2017 15:50								
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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377308		18-MAY-17	ALEXANDER'S CONTRACT SERVICES, INC.		1,947.00	22-MAY-17	1,947.00	Reconciled
377309		18-MAY-17	ALLIANCE AG SERVICES, LLC		3,000.00	23-MAY-17	3,000.00	Reconciled
377310		18-MAY-17	AMERICAN TRAINING RESOURCES, INC		3,814.35	22-MAY-17	3,814.35	Reconciled
377311		18-MAY-17	ANDAZ SAN DIEGO		300.91			Negotiable
377312		18-MAY-17	ANDAZ SAN DIEGO		300.91			Negotiable
377313		18-MAY-17	ANDAZ SAN DIEGO		601.82			Negotiable
377314		18-MAY-17	ANTHEM BLUE CROSS		546.33	26-MAY-17	546.33	Reconciled
377315		18-MAY-17	ANTHEM BLUE CROSS		546.33	26-MAY-17	546.33	Reconciled
377316		18-MAY-17	ANTHEM BLUE CROSS		208.43	26-MAY-17	208.43	Reconciled
377317		18-MAY-17	ANTHEM BLUE CROSS		281.97	26-MAY-17	281.97	Reconciled
377318		18-MAY-17	ANTON PORTOLA		1,968.03			Negotiable
377319		18-MAY-17	APX ENCLOSURES INC		3,033.87	22-MAY-17	3,033.87	Reconciled
377320		18-MAY-17	ARC		609.95	23-MAY-17	609.95	Reconciled
377321		18-MAY-17	ARMORCAST PRODUCTS COMPANY		23,261.35	24-MAY-17	23,261.35	Reconciled
377322		18-MAY-17	AT&T		1,342.30	24-MAY-17	1,342.30	Reconciled
377323		18-MAY-17	AT&T		5,271.99	23-MAY-17	5,271.99	Reconciled
377324		18-MAY-17	AT&T		48.72	22-MAY-17	48.72	Reconciled
377325		18-MAY-17	AT&T MOBILITY		268.36	23-MAY-17	268.36	Reconciled
377326		18-MAY-17	ATHENS SERVICES		8,002.00	26-MAY-17	8,002.00	Reconciled
377327		18-MAY-17	AUTOZONE PARTS, INC.		197.70	25-MAY-17	197.70	Reconciled
377328		18-MAY-17	AVELLA APARTMENTS		4.95	31-MAY-17	4.95	Reconciled
377329		18-MAY-17	AVISTA TECHNOLOGIES, INC		9,332.68	22-MAY-17	9,332.68	Reconciled
377330		18-MAY-17	BAY AREA TRENCHERS, INC.		304.15	22-MAY-17	304.15	Reconciled
377331		18-MAY-17	BIAN, XIN		361.74			Negotiable
377332		18-MAY-17	BLAIRS TOWING INC		300.00			Negotiable

377333	18-MAY-17	BORCHARD SURVEYING & MAPPING, INC.	7,142.50	22-MAY-17	7,142.50	Reconciled
377334	18-MAY-17	BRENNTAG PACIFIC INC	3,680.00	22-MAY-17	3,680.00	Reconciled
377335	18-MAY-17	BROWN AND CALDWELL	1,036.02	22-MAY-17	1,036.02	Reconciled
377336	18-MAY-17	C WELLS PIPELINE MATERIALS INC	3,671.05	24-MAY-17	3,671.05	Reconciled
377337	18-MAY-17	CALIFORNIA BARRICADE RENTAL, INC.	12,688.51	24-MAY-17	12,688.51	Reconciled
377338	18-MAY-17	CAROLLO ENGINEERS, INC	9,167.50	24-MAY-17	9,167.50	Reconciled
377339	18-MAY-17	CDW GOVERNMENT LLC	61.70	24-MAY-17	61.70	Reconciled
IRWD Ledger Upgrade						
BANK: Bank of America N.A.			Payment Register For 01-MAY-17 To 31-MAY-17		Report Date: 05-JUN-2017 15:50	
Branch : Los Angeles			Account: Checking AP and PR		Page: 18	
Bank Account Currency: USD (US Dollar)			Payment Currency: USD (US Dollar)			
Payment Type: All			Display Supplier Address: No			

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377340	18-MAY-17	CHEM TECH INTERNATIONAL INC	1,419.00					Negotiable
377341	18-MAY-17	CITY OF IRVINE	298.22	24-MAY-17	298.22		298.22	Reconciled
377342	18-MAY-17	CITY OF IRVINE	339.94	22-MAY-17	339.94		339.94	Reconciled
377343	18-MAY-17	CNC ENGINEERING	2,545.00	25-MAY-17	2,545.00		2,545.00	Reconciled
377344	18-MAY-17	COAST PLUMBING HEATING AND AIR, INC	535.30	23-MAY-17	535.30		535.30	Reconciled
377345	18-MAY-17	COTTONS POINT DESIGN, INC	7,638.88	23-MAY-17	7,638.88		7,638.88	Reconciled
377346	18-MAY-17	COUNTY OF ORANGE	86.00	25-MAY-17	86.00		86.00	Reconciled
377347	18-MAY-17	COX COMMUNICATIONS, INC.	256.24	22-MAY-17	256.24		256.24	Reconciled
377348	18-MAY-17	CPI-INTERNATIONAL, INC	694.04	31-MAY-17	694.04		694.04	Reconciled
377349	18-MAY-17	DATA CLEAN CORPORATION	542.00	23-MAY-17	542.00		542.00	Reconciled
377350	18-MAY-17	DEE JASPAR & ASSOCIATES, INC.	16,432.08	30-MAY-17	16,432.08		16,432.08	Reconciled
377351	18-MAY-17	DELL MARKETING LP	1,127.70	22-MAY-17	1,127.70		1,127.70	Reconciled
377352	18-MAY-17	DEMARIA ELECTRIC MOTOR SERVICES, INC.	12,258.45	26-MAY-17	12,258.45		12,258.45	Reconciled
377353	18-MAY-17	DETECTION INSTRUMENTS CORP	1,155.16	31-MAY-17	1,155.16		1,155.16	Reconciled
377354	18-MAY-17	EAGLE AERIAL PHOTOGRAPHY, INC.	18,900.00	30-MAY-17	18,900.00		18,900.00	Reconciled
377355	18-MAY-17	ECOLOGY CONTROL INDUSTRIES	2,372.98	22-MAY-17	2,372.98		2,372.98	Reconciled
377356	18-MAY-17	EMEDCO	2,091.81	23-MAY-17	2,091.81		2,091.81	Reconciled
377357	18-MAY-17	EMPLOYMENT DEVELOPMENT DEPARTMENT	3,758.00	25-MAY-17	3,758.00		3,758.00	Reconciled
377358	18-MAY-17	ENVIRONMENTAL EXPRESS INC	2,372.94	23-MAY-17	2,372.94		2,372.94	Reconciled
377359	18-MAY-17	ENVIRONMENTAL RESOURCE ASSOCIATES	3,334.43	25-MAY-17	3,334.43		3,334.43	Reconciled
377360	18-MAY-17	ENVIRONMENTAL SCIENCE ASSOCIATES	1,382.50	22-MAY-17	1,382.50		1,382.50	Reconciled
377361	18-MAY-17	EPD USA INC	985.50	02-JUN-17	985.50		985.50	Reconciled
377362	18-MAY-17	EXECUTIVE LIGHTING & ELECTRIC	993.83	22-MAY-17	993.83		993.83	Reconciled
377363	18-MAY-17	FARRELL & ASSOCIATES	319.88	24-MAY-17	319.88		319.88	Reconciled
IRWD Ledger Upgrade								
BANK: Bank of America N.A.			Payment Register For 01-MAY-17 To 31-MAY-17		Report Date: 05-JUN-2017 15:50			
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Bank Account Currency: USD (US Dollar)			Payment Currency: USD (US Dollar)					
Payment Type: All			Display Supplier Address: No					

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377364	18-MAY-17	FARWEST CORROSION CONTROL COMPANY	1,457.86	22-MAY-17	1,457.86		1,457.86	Reconciled
377365	18-MAY-17	FEDEX	435.57	23-MAY-17	435.57		435.57	Reconciled
377366	18-MAY-17	FIRE EXTINGUISHING SAFETY & SERVICE	750.07	23-MAY-17	750.07		750.07	Reconciled
377367	18-MAY-17	FISHER SCIENTIFIC COMPANY LLC	3,562.09	22-MAY-17	3,562.09		3,562.09	Reconciled
377368	18-MAY-17	FLEET SOLUTIONS LLC	4,736.35	26-MAY-17	4,736.35		4,736.35	Reconciled
377369	18-MAY-17	FRED EMMERT	7,407.81	22-MAY-17	7,407.81		7,407.81	Reconciled
377370	18-MAY-17	FRONTIER CALIFORNIA INC.	475.24	25-MAY-17	475.24		475.24	Reconciled
377371	18-MAY-17	GANAHL LUMBER CO.	1,989.49	25-MAY-17	1,989.49		1,989.49	Reconciled
377372	18-MAY-17	GEORGE HILLS	306.00	24-MAY-17	306.00		306.00	Reconciled

377373	18-MAY-17	COMPANY, INC. GEORGE YARDLEY CO., INC.	1,338.58	23-MAY-17	1,338.58	Reconciled
377374	18-MAY-17	GLADWELL GOVERNMENTAL SERVICES, INC.	190.00	23-MAY-17	190.00	Reconciled
377375	18-MAY-17	HAAKER EQUIPMENT COMPANY	421.93	23-MAY-17	421.93	Reconciled
377376	18-MAY-17	HACH COMPANY	3,498.96	22-MAY-17	3,498.96	Reconciled
377377	18-MAY-17	HAIGH BUILDERS INC.	286.95	24-MAY-17	286.95	Reconciled
377378	18-MAY-17	HAMILTON, KURT	570.86	02-JUN-17	570.86	Reconciled
377379	18-MAY-17	HARRINGTON INDUSTRIAL PLASTICS LLC	649.95	22-MAY-17	649.95	Reconciled
377380	18-MAY-17	HELPMATES STAFFING SERVICES	3,950.00	22-MAY-17	3,950.00	Reconciled
377381	18-MAY-17	HOME DEPOT USA INC	1,248.55	24-MAY-17	1,248.55	Reconciled
377382	18-MAY-17	IDEXX DISTRIBUTION, INC	2,069.94	22-MAY-17	2,069.94	Reconciled
377383	18-MAY-17	INDUSTRIAL METAL SUPPLY CO	121.55	23-MAY-17	121.55	Reconciled
377384	18-MAY-17	IRON MOUNTAIN INFORMATION MANAGEMENT INC	1,310.70	22-MAY-17	1,310.70	Reconciled
377385	18-MAY-17	IRVINE PIPE & SUPPLY INC	290.49	22-MAY-17	290.49	Reconciled
377386	18-MAY-17	JOHN ROBINSON CONSULTING, INC.	13,035.00	30-MAY-17	13,035.00	Reconciled
377387	18-MAY-17	JUST ENERGY SOLUTIONS INC.	67.36	22-MAY-17	67.36	Reconciled
377388	18-MAY-17	KANG, ZHOA	32.62			Negotiable

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377389		18-MAY-17	KAYUGA SOLUTION INC		14,520.00	23-MAY-17	14,520.00	Reconciled
377390		18-MAY-17	KAZARIANS & ASSOCIATES, INC.		2,381.50	24-MAY-17	2,381.50	Reconciled
377391		18-MAY-17	KILL-N-BUGS TERMITE AND PEST CONTROL SERVICES		325.00	25-MAY-17	325.00	Reconciled
377392		18-MAY-17	KOELER NEBEKER CARLSON & HALUCK, LLP		1,220.00	22-MAY-17	1,220.00	Reconciled
377393		18-MAY-17	LUBRICATION ENGINEERS, INC.		2,961.17	22-MAY-17	2,961.17	Reconciled
377394		18-MAY-17	MANCHESTER GRAND HYATT SAN DIEGO		276.10			Negotiable
377395		18-MAY-17	MC MASTER CARR SUPPLY CO		314.20	23-MAY-17	314.20	Reconciled
377396		18-MAY-17	MEGGER		529.91	24-MAY-17	529.91	Reconciled
377397		18-MAY-17	MGH PAINTING INC		1,700.00	22-MAY-17	1,700.00	Reconciled
377398		18-MAY-17	MICHAEL BAKER INTERNATIONAL, INC.		1,771.49	22-MAY-17	1,771.49	Reconciled
377399		18-MAY-17	MODERN WATER INC		209.39	26-MAY-17	209.39	Reconciled
377400		18-MAY-17	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		23,432.61	23-MAY-17	23,432.61	Reconciled
377401		18-MAY-17	NATIONAL BUSINESS FURNITURE, LLC		2,990.33	22-MAY-17	2,990.33	Reconciled
377402		18-MAY-17	NATIONAL READY MIXED CONCRETE CO.		425.61	22-MAY-17	425.61	Reconciled
377403		18-MAY-17	NOSSAMAN LLP		16,585.68	24-MAY-17	16,585.68	Reconciled
377404		18-MAY-17	OCEAN BLUE ENVIRONMENTAL SERVICES INC		9,112.61	24-MAY-17	9,112.61	Reconciled
377405		18-MAY-17	ODYSSEY POWER CORPORATION		4,400.00	22-MAY-17	4,400.00	Reconciled
377406		18-MAY-17	OLIN CORPORATION		2,912.73	23-MAY-17	2,912.73	Reconciled
377407		18-MAY-17	ONESOURCE		600.60	22-MAY-17	600.60	Reconciled
377408		18-MAY-17	DISTRIBUTORS LLC ORANGE COUNTY AUTO PARTS CO		125.42	22-MAY-17	125.42	Reconciled
377409		18-MAY-17	ORANGE COUNTY FIRE PROTECTION		5,484.00	23-MAY-17	5,484.00	Reconciled
377410		18-MAY-17	ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT		1,265.92	26-MAY-17	1,265.92	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377411		18-MAY-17	ORANGE COUNTY SANITATION DISTRICT		4,640.00	23-MAY-17	4,640.00	Reconciled
377412		18-MAY-17	PACIFIC COAST BOLT CORP		1,723.47	22-MAY-17	1,723.47	Reconciled
377413		18-MAY-17	PACRIM ENGINEERING INC.		3,847.50	26-MAY-17	3,847.50	Reconciled
377414		18-MAY-17	PAULUS ENGINEERING, INC.		12,462.11	22-MAY-17	12,462.11	Reconciled
377415		10 MAY-17	PELLETIER & ASSOCIATES, INC.		325.00	23-MAY-17	325.00	Reconciled
377416		18-MAY-17	PINNACLE TOWERS LLC		692.68	23-MAY-17	692.68	Reconciled
377417		18-MAY-17	PIPELOGIX INC		3,000.00			Negotiable
377418		18-MAY-17	PORTOLA SPRINGS APARTMENTS LLC		2,254.51			Negotiable
377419		18-MAY-17	PROCARE WORK INJURY CENTER		180.00	23-MAY-17	180.00	Reconciled
377420		18-MAY-17	PRUDENTIAL OVERALL SUPPLY		5,216.95	22-MAY-17	5,216.95	Reconciled
377421		18-MAY-17	PSOMAS		3,586.40	22-MAY-17	3,586.40	Reconciled
377422		18-MAY-17	QUAIL MEADOW APARTMENTS		297.28	31-MAY-17	297.28	Reconciled
377423		18-MAY-17	RAM AIR ENGINEERING INC		3,056.78	23-MAY-17	3,056.78	Reconciled
377424		18-MAY-17	REACH EMPLOYEE ASSISTANCE INC		968.80	26-MAY-17	968.80	Reconciled
377425		18-MAY-17	REAL WATER CONSULTANTS INC.		34,822.00	24-MAY-17	34,822.00	Reconciled
377426		18-MAY-17	RECYCLE DESIGN INC		731.20	22-MAY-17	731.20	Reconciled
377427		18-MAY-17	RED WING SHOE STORE		318.92	23-MAY-17	318.92	Reconciled
377428		18-MAY-17	RELIANCE STANDARD LIFE INSURANCE COMPANY		25,496.54	31-MAY-17	25,496.54	Reconciled
377429		18-MAY-17	RICHMOND AMERICAN HOMES OF MARYLAND, INC		99.73			Negotiable
377430		18-MAY-17	ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT		20,026.14			Negotiable
377431		18-MAY-17	RS HUGHES COMPANY, INC.		1,432.21	22-MAY-17	1,432.21	Reconciled
377432		18-MAY-17	SAN CARLOS APARTMENTS		11.23	31-MAY-17	11.23	Reconciled
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BANK: Bank of America N.A.			Branch : Los Angeles		Payment Register For 01-MAY-17 To 31-MAY-17		Report Date: 05-JUN-2017 15:50	
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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377433		18-MAY-17	SANTA ANA BLUE PRINT		1,290.66	23-MAY-17	1,290.66	Reconciled
377434		18-MAY-17	SANTA MARGARITA FORD		515.97	23-MAY-17	515.97	Reconciled
377435		18-MAY-17	SCHUSTER'S WELDING, INC.		1,970.28	26-MAY-17	1,970.28	Reconciled
377436		18-MAY-17	SEAL ANALYTICAL INC		897.31	22-MAY-17	897.31	Reconciled
377437		18-MAY-17	SERRANO APARTMENTS		101.90	31-MAY-17	101.90	Reconciled
377438		18-MAY-17	SHAMROCK SUPPLY CO INC		219.81	22-MAY-17	219.81	Reconciled
377439		18-MAY-17	SIGNATURE FLOORING, INC		2,412.00	25-MAY-17	2,412.00	Reconciled
377440		18-MAY-17	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		2,007.52	22-MAY-17	2,007.52	Reconciled
377441		18-MAY-17	SOUTH COAST WATER CO.		151.66	24-MAY-17	151.66	Reconciled
377442		18-MAY-17	SOUTH COAST WATER DISTRICT		3,355.87	24-MAY-17	3,355.87	Reconciled
377443		18-MAY-17	SOUTHERN CALIFORNIA EDISON COMPANY		45,213.72	22-MAY-17	45,213.72	Reconciled
377444		18-MAY-17	SOUTHERN CALIFORNIA EDISON COMPANY		600.00	22-MAY-17	600.00	Reconciled
377445		18-MAY-17	SOUTHERN CALIFORNIA SECURITY CENTERS, INC.		14.55			Negotiable
377446		18-MAY-17	SPENCER TURBINE CO		1,426.17			Negotiable
377447		18-MAY-17	STANTEC CONSULTING SERVICES INC.		11,459.50	24-MAY-17	11,459.50	Reconciled
377448		18-MAY-17	SUNSHINE SUPPLY		2,734.70	22-MAY-17	2,734.70	Reconciled

377449	18-MAY-17	COMPANY, INC. TESTAMERICA LABORATORIES, INC	714.00	23-MAY-17	714.00	Reconciled
377450	18-MAY-17	TETRA TECH, INC	17,185.00	25-MAY-17	17,185.00	Reconciled
377451	18-MAY-17	THE FURMAN GROUP, INC.	12,940.00	26-MAY-17	12,940.00	Reconciled
377452	18-MAY-17	THE GAS COMPANY	3,752.37	30-MAY-17	3,752.37	Reconciled
377453	18-MAY-17	THE NEW HOME COMPANY SOUTHERN CALIFORNIA LLC	93.61	26-MAY-17	93.61	Reconciled
377454	18-MAY-17	THOMPSON INDUSTRIAL SUPPLY	1,230.39	23-MAY-17	1,230.39	Reconciled

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377455		18-MAY-17	THYSSENKRUPP ELEVATOR CORPORATION		185.84	22-MAY-17	185.84	Reconciled
377456		18-MAY-17	TIC-OFFICE PROPERTIES		43.67			Negotiable
377457		18-MAY-17	TIC-RETAIL PROPERTIES		21.32			Negotiable
377458		18-MAY-17	TROPICAL PLAZA NURSERY INC		14,225.00	24-MAY-17	14,225.00	Reconciled
377459		18-MAY-17	TRUCPARCO		83.80	01-JUN-17	83.80	Reconciled
377460		18-MAY-17	ULINE INC		216.77	30-MAY-17	216.77	Reconciled
377461		18-MAY-17	UNITED PARCEL SERVICE INC		245.19	22-MAY-17	245.19	Reconciled
377462		18-MAY-17	UNITED STATES TREASURY		411.62	30-MAY-17	411.62	Reconciled
377463		18-MAY-17	VULCAN MATERIALS COMPANY		1,375.76	22-MAY-17	1,375.76	Reconciled
377464		18-MAY-17	VWR INTERNATIONAL, LLC		1,789.22	23-MAY-17	1,789.22	Reconciled
377465		18-MAY-17	WASTE MANAGEMENT OF ORANGE COUNTY		987.46	23-MAY-17	987.46	Reconciled
377466		18-MAY-17	WEST COAST SAFETY SUPPLY INC		7,770.93	26-MAY-17	7,770.93	Reconciled
377467		18-MAY-17	WEST COAST SAND & GRAVEL INC.		862.82	23-MAY-17	862.82	Reconciled
377468		18-MAY-17	WESTAMERICA COMMUNICATIONS, INC.		4,209.50	22-MAY-17	4,209.50	Reconciled
377469		18-MAY-17	WESTERN EXTERMINATOR COMPANY		9,887.00	31-MAY-17	9,887.00	Reconciled
377470		22-MAY-17	OCSCOOPS, INC.	PURCHASE	1,500.00	24-MAY-17	1,500.00	Reconciled
377471		23-MAY-17	JCI JONES	TAMPA	2,056.53	01-JUN-17	2,056.53	Reconciled
377472		23-MAY-17	CHEMICALS INC UNITED STATES POSTIRVINE OFFICE		1,000.00	26-MAY-17	1,000.00	Reconciled
377473		25-MAY-17	Bonkowski, Leslie A (Leslie)		91.80	30-MAY-17	91.80	Reconciled
377474		25-MAY-17	Garcia, Jose (Joe)		105.00			Negotiable
377475		25-MAY-17	Matheis, Mary Aileen		1,801.82			Negotiable
377476		25-MAY-17	Pan, Jenny W (Jenny)		154.78			Negotiable
377477		25-MAY-17	Sanchez, Fiona M (Fiona)		20.00	26-MAY-17	20.00	Reconciled
377478		25-MAY-17	ABC ICEHOUSE, INC.		151.59	30-MAY-17	151.59	Reconciled

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377479		25-MAY-17	AIRGAS, INC.		242.62	30-MAY-17	242.62	Reconciled
377480		25-MAY-17	ALAGHBAND, FARID		726.23			Negotiable
377481		25-MAY-17	AMERICAN EAGLE CONTRACTORS, INC.		992.60	01-JUN-17	992.60	Reconciled
377482		25-MAY-17	ANTHONY N. LARSEN		400.00			Negotiable
377483		25-MAY-17	APEX LIFE SCIENCES, LLC		1,400.00	30-MAY-17	1,400.00	Reconciled
377484		25-MAY-17	AQUABOTIX TECHNOLOGY CORPORATION		6,027.28	31-MAY-17	6,027.28	Reconciled
377485		25-MAY-17	ARCADIS U.S., INC.		68,334.38			Negotiable
377486		25-MAY-17	AT&T		4,825.54	31-MAY-17	4,825.54	Reconciled
377487		25-MAY-17	AT&T		173.07	31-MAY-17	173.07	Reconciled
377488		25-MAY-17	AUSTIN HARDWOODS, INC		121.22	31-MAY-17	121.22	Reconciled

377489	25-MAY-17	AUTOZONE PARTS, INC.	42.82	01-JUN-17	42.82	Reconciled
377490	25-MAY-17	BEHRENS AND ASSOCIATES, INC.	2,262.75	01-JUN-17	2,262.75	Reconciled
377491	25-MAY-17	BEST MANAGEMENT CONSTRUCTION, INC.	656.96	30-MAY-17	656.96	Reconciled
377492	25-MAY-17	BILL'S SWEEPING SERVICE INC	460.00	01-JUN-17	460.00	Reconciled
377493	25-MAY-17	BLACK, LUZ	35.01	31-MAY-17	35.01	Reconciled
377494	25-MAY-17	BORCHARD SURVEYING & MAPPING, INC.	1,462.50			Negotiable
377495	25-MAY-17	BRITHINEE ELECTRIC	42,983.78	26-MAY-17	42,983.78	Reconciled
377496	25-MAY-17	BRUCE NEWELL	2,500.00	31-MAY-17	2,500.00	Reconciled
377497	25-MAY-17	C GROWTH PROPERTIES, LLC	33.33	02-JUN-17	33.33	Reconciled
377498	25-MAY-17	CALIFORNIA BARRICADE RENTAL, INC.	5,985.00	30-MAY-17	5,985.00	Reconciled
377499	25-MAY-17	CAMERON, JOHN	164.58			Negotiable
377500	25-MAY-17	CANON FINANCIAL SERVICES, INC	9,291.83	30-MAY-17	9,291.83	Reconciled
377501	25-MAY-17	CANON SOLUTIONS AMERICA, INC.	83.82	30-MAY-17	83.82	Reconciled
377502	25-MAY-17	CAO, ZHENYU	26.16			Negotiable
377503	25-MAY-17	CDW GOVERNMENT LLC	137.97	02-JUN-17	137.97	Reconciled
377504	25-MAY-17	CERTIFIED TRANSPORTATION	2,056.33	31-MAY-17	2,056.33	Reconciled
377505	25-MAY-17	CHEM TECH INTERNATIONAL INC	29,131.08	02-JUN-17	29,131.08	Reconciled
377506	25-MAY-17	CHRISTENSEN, DEBBIE	17.92			Negotiable

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

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377507		25-MAY-17	CITY OF IRVINE		24,851.98			Negotiable
377508		25-MAY-17	CITY OF SANTA ANA		98.87	30-MAY-17	98.87	Reconciled
377509		25-MAY-17	COX COMMUNICATIONS, INC.		3,370.94	30-MAY-17	3,370.94	Reconciled
377510		25-MAY-17	CRESCENT CHEMICAL CO.		182.36	30-MAY-17	182.36	Reconciled
377511		25-MAY-17	CRUMP & CO, INC.		3,363.49	01-JUN-17	3,363.49	Reconciled
377512		25-MAY-17	CULLIGAN OF SANTA ANA		8,022.80	30-MAY-17	8,022.80	Reconciled
377513		25-MAY-17	D & H WATER SYSTEMS INC.		3,902.23			Negotiable
377514		25-MAY-17	DDB ENGINEERING, INC.		8,557.49	30-MAY-17	8,557.49	Reconciled
377515		25-MAY-17	DENALI WATER SOLUTIONS LLC		15,765.35	02-JUN-17	15,765.35	Reconciled
377516		25-MAY-17	DIRECTV INC		123.98	31-MAY-17	123.98	Reconciled
377517		25-MAY-17	DMS FACILITY SERVICES, INC.		18,251.93	02-JUN-17	18,251.93	Reconciled
377518		25-MAY-17	DRAEGER, INC.		5,073.21	01-JUN-17	5,073.21	Reconciled
377519		25-MAY-17	DRIVER URBAN		473.06	31-MAY-17	473.06	Reconciled
377520		25-MAY-17	E H WACHS		158.88	01-JUN-17	158.88	Reconciled
377521		25-MAY-17	ELECTRICAL SYSTEMS ENGINEERING CO		9,425.00	30-MAY-17	9,425.00	Reconciled
377522		25-MAY-17	EMEDCO		1,845.34	01-JUN-17	1,845.34	Reconciled
377523		25-MAY-17	ENVIRONMENTAL EXPRESS INC		263.82	31-MAY-17	263.82	Reconciled
377524		25-MAY-17	ENVIRONMENTAL RESOURCE ASSOCIATES		5,515.84	01-JUN-17	5,515.84	Reconciled
377525		25-MAY-17	EVANS-HYDRO INC		26,803.61			Negotiable
377526		25-MAY-17	EVANTEC CORPORATION		1,161.55	30-MAY-17	1,161.55	Reconciled
377527		25-MAY-17	EXECUTIVE LIGHTING & ELECTRIC		1,632.14	30-MAY-17	1,632.14	Reconciled
377528		25-MAY-17	FARRELL & ASSOCIATES		239.25	30-MAY-17	239.25	Reconciled
377529		25-MAY-17	FEDEX		242.97	31-MAY-17	242.97	Reconciled
377530		25-MAY-17	FERNANDO M SANCHEZ		225.00	30-MAY-17	225.00	Reconciled
377531		25-MAY-17	FIRST CHOICE SERVICES		398.47	31-MAY-17	398.47	Reconciled
377532		25-MAY-17	FISERV		17,865.72	31-MAY-17	17,865.72	Reconciled
377533		25-MAY-17	FISHER SCIENTIFIC COMPANY LLC		4,003.90	30-MAY-17	4,003.90	Reconciled
377534		25-MAY-17	FRONTIER CALIFORNIA INC.		99.21	30-MAY-17	99.21	Reconciled

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

Payment Register For 01-MAY-17 To 31-MAY-17
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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377535		25-MAY-17	GANAHL LUMBER CO.		310.47			Negotiable
377536		25-MAY-17	GENTERRA		5,210.50	30-MAY-17	5,210.50	Reconciled
377537		25-MAY-17	CONSULTANTS INC		46,920.00			Negotiable
377538		25-MAY-17	GOLDEN BELL					
377539		25-MAY-17	PRODUCTS		207.04	30-MAY-17	207.04	Reconciled
377540		25-MAY-17	GRAINGER		3,950.48			Negotiable
377541		25-MAY-17	H2O INNOVATION USA INC		330.86	31-MAY-17	330.86	Reconciled
377542		25-MAY-17	HAAKER EQUIPMENT COMPANY		13,369.62	01-JUN-17	13,369.62	Reconciled
377543		25-MAY-17	HARRINGTON INDUSTRIAL PLASTICS LLC		95.68	01-JUN-17	95.68	Reconciled
377544		25-MAY-17	HASSAN, SEEMA		5,967.50	30-MAY-17	5,967.50	Reconciled
377545		25-MAY-17	HDR ENGINEERING INC		7,138.50	30-MAY-17	7,138.50	Reconciled
377546		25-MAY-17	HELPMATES STAFFING SERVICES		11,323.40			Negotiable
377547		25-MAY-17	HERITAGE FIELDS EL TORO, LLC		12,643.59			Negotiable
377548		25-MAY-17	HILL BROTHERS CHEMICAL COMPANY		331.66			Negotiable
377549		25-MAY-17	HOME DEPOT USA INC		231.63			Negotiable
377550		25-MAY-17	HSU, MATTHEW		4,075.00	31-MAY-17	4,075.00	Reconciled
377551		25-MAY-17	IBM CORPORATION		527.98	01-JUN-17	527.98	Reconciled
377552		25-MAY-17	IDENTICARD SYSTEMS WORLDWIDE		6,738.00	30-MAY-17	6,738.00	Reconciled
377553		25-MAY-17	IRVINE PIPE & SUPPLY INC		881.67	30-MAY-17	881.67	Reconciled
377554		25-MAY-17	IRWD-PETTY CASH CUSTODIAN		4,703.56	01-JUN-17	4,703.56	Reconciled
377555		25-MAY-17	JCI JONES		178.17	30-MAY-17	178.17	Reconciled
377556		25-MAY-17	CHEMICALS INC					
377557		25-MAY-17	JUST ENERGY SOLUTIONS INC.		13.12			Negotiable
377558		25-MAY-17	KALANCARY, KAZEN		32.44	31-MAY-17	32.44	Reconciled
377559		25-MAY-17	KARAGEORGE, SHANNON		12,315.35	01-JUN-17	12,315.35	Reconciled
377560		25-MAY-17	KENT & AMY DAHLBERG		1,125.00	30-MAY-17	1,125.00	Reconciled
377561		25-MAY-17	KILL-N-BUGS TERMITE AND PEST CONTROL SERVICES		6,051.77	31-MAY-17	6,051.77	Reconciled
377562		25-MAY-17	KLEINFELDER, INC.		440.00	30-MAY-17	440.00	Reconciled
377563		25-MAY-17	KONECRANES INC					
IRWD Ledger Upgrade Payment Register For 01-MAY-17 To 31-MAY-17 Report Date: 05-JUN-2017 15:50								
BANK: Bank of America N.A.			Branch : Los Angeles		Account: Checking AP and PR		Page: 27	
Bank Account Currency: USD (US Dollar)					Payment Currency: USD (US Dollar)			
Payment Type: All					Display Supplier Address: No			

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377561		25-MAY-17	L AND S CONSTRUCTION INC.		340.70			Negotiable
377562		25-MAY-17	LAGUNA BEACH COUNTY WATER DISTRICT		4,474.03	01-JUN-17	4,474.03	Reconciled
377563		25-MAY-17	LANDCARE HOLDINGS, INC.		3,093.84	30-MAY-17	3,093.84	Reconciled
377564		25-MAY-17	LEWIS BRISBOIS BISGAARD AND SMITH, LLP		260.00	02-JUN-17	260.00	Reconciled
377565		25-MAY-17	LI, XIAOMIN		37.99			Negotiable
377566		25-MAY-17	MAGILL, DWIGHT E		426.20	31-MAY-17	426.20	Reconciled
377567		25-MAY-17	MARCIKIC, DALE		31.97			Negotiable
377568		25-MAY-17	MARKS, AMANDA		5.48	01-JUN-17	5.48	Reconciled
377569		25-MAY-17	MARVIN GARDENS LLC		2,821.35	25-MAY-17	2,821.35	Reconciled
377570		25-MAY-17	MATTSON, KRISTINE		44.41			Negotiable
377571		25-MAY-17	MBE APPLIED ENVIRONMENTAL SCIENCES		1,300.00	02-JUN-17	1,300.00	Reconciled
377572		25-MAY-17	MC FADDEN-DALE INDUSTRIAL		884.92	31-MAY-17	884.92	Reconciled
377573		25-MAY-17	MC MASTER CARR SUPPLY CO		988.78	30-MAY-17	988.78	Reconciled
377574		25-MAY-17	MCMURRAY STERN, INC.		92.94	30-MAY-17	92.94	Reconciled
377575		25-MAY-17	MR CRANE INC		1,033.50	30-MAY-17	1,033.50	Reconciled
377576		25-MAY-17	MSC INDUSTRIAL SUPPLY CO		608.68	31-MAY-17	608.68	Reconciled
377577		25-MAY-17	MUROW CM		11,130.00	02-JUN-17	11,130.00	Reconciled
377578		25-MAY-17	MUTUAL PROPANE		94.99	31-MAY-17	94.99	Reconciled
377579		25-MAY-17	NATIONAL BUSINESS FURNITURE, LLC		926.70	30-MAY-17	926.70	Reconciled
377580		25-MAY-17	NATIONAL READY MIXED CONCRETE CO.		1,667.00	30-MAY-17	1,667.00	Reconciled
377581		25-MAY-17	NATURALWELL, LLC		1,512.50			Negotiable

377582	25-MAY-17	NEPTUNE TECHNOLOGY GROUP, INC.	158,263.20	02-JUN-17	158,263.20	Reconciled
377583	25-MAY-17	NEW RESOURCES GROUP INC	846.00	30-MAY-17	846.00	Reconciled
377584	25-MAY-17	NEWPORT WINDOW MAINTENANCE INC	1,402.00			Negotiable
377585	25-MAY-17	NINYO & MOORE	1,952.25	31-MAY-17	1,952.25	Reconciled
377586	25-MAY-17	NMG GEOTECHNICAL INC	1,402.80			Negotiable
377587	25-MAY-17	NORTHWOOD PLACE APTS	40.12			Negotiable

IRWD Ledger Upgrade Payment Register For 01-MAY-17 To 31-MAY-17 Report Date: 05-JUN-2017 15:50
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 28
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377588		25-MAY-17	O.C. SUPERIOR CUSTOM CLEANING SERVICES		672.00			Negotiable
377589		25-MAY-17	OAK CREEK VILLAGE MAINTENANCE ASSOCIATION		1,193.38	02-JUN-17	1,193.38	Reconciled
377590		25-MAY-17	OLIN CORPORATION		23,583.84	01-JUN-17	23,583.84	Reconciled
377591		25-MAY-17	ONESOURCE DISTRIBUTORS LLC		332.37	30-MAY-17	332.37	Reconciled
377592		25-MAY-17	ORANGE COUNTY AUTO PARTS CO		430.88	31-MAY-17	430.88	Reconciled
377593		25-MAY-17	ORTIZ, CECILIA		156.29	31-MAY-17	156.29	Reconciled
377594		25-MAY-17	PACIFIC PARTS & CONTROLS INC		1,659.32	31-MAY-17	1,659.32	Reconciled
377595		25-MAY-17	PILLSBURY WINTHROP SHAW PITTMAN LLP		14,036.00	01-JUN-17	14,036.00	Reconciled
377596		25-MAY-17	PIVOT INTERIORS INC		70,776.79	01-JUN-17	70,776.79	Reconciled
377597		25-MAY-17	PORTOLA SPRINGS APARTMENTS LLC		1,316.26			Negotiable
377598		25-MAY-17	PROCARE WORK INJURY CENTER		850.00	31-MAY-17	850.00	Reconciled
377599		25-MAY-17	PRUFTECHNIK INC		2,643.13	31-MAY-17	2,643.13	Reconciled
377600		25-MAY-17	R & S SOIL PRODUCTS INC		840.45			Negotiable
377601		25-MAY-17	RAM AIR ENGINEERING INC		17,568.65	01-JUN-17	17,568.65	Reconciled
377602		25-MAY-17	RESPONSE ENVELOPE, INC		2,618.33	01-JUN-17	2,618.33	Reconciled
377603		25-MAY-17	RICHARD C. SLADE & ASSOCIATES LLC		15,672.00			Negotiable
377604		25-MAY-17	RICHMOND AMERICAN HOMES OF MARYLAND, INC		136.21			Negotiable
377605		25-MAY-17	SAFETY-KLEEN SYSTEMS, INC		1,162.50	30-MAY-17	1,162.50	Reconciled
377606		25-MAY-17	SANTA ROSA APARTMENTS		145.51			Negotiable
377607		25-MAY-17	SHAMROCK SUPPLY CO INC		296.56	31-MAY-17	296.56	Reconciled
377608		25-MAY-17	SIGMA-ALDRICH INC		60.46	01-JUN-17	60.46	Reconciled
377609		25-MAY-17	SITEONE LANDSCAPE SUPPLY, LLC		260.19	31-MAY-17	260.19	Reconciled
377610		25-MAY-17	SITMATIC		1,315.51	30-MAY-17	1,315.51	Reconciled
377611		25-MAY-17	SOUTH COAST ANSWERING SERVICE		487.08	31-MAY-17	487.08	Reconciled

IRWD Ledger Upgrade Payment Register For 01-MAY-17 To 31-MAY-17 Report Date: 05-JUN-2017 15:50
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 29
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377612		25-MAY-17	SOUTHERN CALIFORNIA EDISON COMPANY		2,981.74	30-MAY-17	2,981.74	Reconciled
377613		25-MAY-17	STRADLING YOCCA CARLSON & RAUTH		952.00	30-MAY-17	952.00	Reconciled
377614		25-MAY-17	STRANDMARK, CHRISTIAN		29.48			Negotiable
377615		25-MAY-17	SURF CITY OPTOMETRY		869.00	30-MAY-17	869.00	Reconciled
377616		25-MAY-17	SYNERGY COMPANIES		43,183.29			Negotiable
377617		25-MAY-17	TESTAMERICA LABORATORIES, INC		1,635.50	31-MAY-17	1,635.50	Reconciled
377618		25-MAY-17	TETRA TECH, INC		46,094.95	02-JUN-17	46,094.95	Reconciled
377619		25-MAY-17	TIC-IPG-COMMON		349.61	31-MAY-17	349.61	Reconciled
377620		25-MAY-17	TRAFFIC CONTROL ENGINEERING, INC		4,000.00			Negotiable

377621	25-MAY-17	TRAFFIC DEVELOPMENT SERVICES	1,205.04	02-JUN-17	1,205.04	Reconciled
377622	25-MAY-17	TRI COUNTY PUMP COMPANY	1,000.00	31-MAY-17	1,000.00	Reconciled
377623	25-MAY-17	TROPICAL PLAZA NURSERY INC	28,404.12	02-JUN-17	28,404.12	Reconciled
377624	25-MAY-17	TRUCPARCO	4,725.60	01-JUN-17	4,725.60	Reconciled
377625	25-MAY-17	UNITED PARCEL SERVICE INC	37.28	30-MAY-17	37.28	Reconciled
377626	25-MAY-17	UNITED SITE SERVICES OF CALIFORNIA INC	152.29	31-MAY-17	152.29	Reconciled
377627	25-MAY-17	US BANK NAT'L ASSOCIATION NORTH DAKOTA	112,026.25			Negotiable
377628	25-MAY-17	USA BLUEBOOK	308.13	02-JUN-17	308.13	Reconciled
377629	25-MAY-17	VAUGHAN'S INDUSTRIAL REPAIR CO INC	3,989.78	30-MAY-17	3,989.78	Reconciled
377630	25-MAY-17	VERTECH INDUSTRIAL SYSTEMS, LLC	33,388.51			Negotiable
377631	25-MAY-17	VWR INTERNATIONAL, LLC	78.01	31-MAY-17	78.01	Reconciled
377632	25-MAY-17	WACO FILTERS CORPORATION	14,809.93			Negotiable
377633	25-MAY-17	WANG, WEI	41.61			Negotiable
377634	25-MAY-17	WANG-KAO, RONG-HUA	79.59			Negotiable
377635	25-MAY-17	WARD, WILLIAM P JR.	1,053.00	01-JUN-17	1,053.00	Reconciled

IRWD Ledger Upgrade Payment Register For 01-MAY-17 To 31-MAY-17 Report Date: 05-JUN-2017 15:50
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 30
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
377636		25-MAY-17	WARE MALCOMB		5,137.62	30-MAY-17	5,137.62	Reconciled
377637		25-MAY-17	WATERLINE TECHNOLOGIES INC		5,680.00	30-MAY-17	5,680.00	Reconciled
377638		25-MAY-17	WAXIE'S ENTERPRISES, INC		725.87	30-MAY-17	725.87	Reconciled
377639		25-MAY-17	WILMINGTON INSTRUMENT COMPANY INC		385.00	30-MAY-17	385.00	Reconciled
377640		25-MAY-17	WORKHORSE DIVING AND SALVAGE		45,958.00	02-JUN-17	45,958.00	Reconciled
377641		25-MAY-17	XYLEM WATER SOLUTIONS USA INC		1,345.40	31-MAY-17	1,345.40	Reconciled
377642		25-MAY-17	ZEE MEDICAL SERVICE CO		424.20	30-MAY-17	424.20	Reconciled
377643		26-MAY-17	CLEARINGHOUSE	PHOENIX	477.67	02-JUN-17	477.67	Reconciled
377644		26-MAY-17	ORANGE COUNTY SHERIFF'S OFFICE	4601 JAMBOREE 1932	62.50			Negotiable
377645		26-MAY-17	AFLAC	WYNNTON RD	6,825.68			Negotiable
377646		26-MAY-17	AFLAC	PO BOX 84069	203.12	02-JUN-17	203.12	Reconciled
377647		26-MAY-17	HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY	ATLANTA	112.48	02-JUN-17	112.48	Reconciled
377648		26-MAY-17	PRE-PAID LEGAL SERVICES INC	PO BOX 2629	1,456.58			Negotiable
377649		26-MAY-17	COLONIAL LIFE & ACCIDENT INSURANCE CO.	COLUMBIA	1,363.58	02-JUN-17	1,363.58	Reconciled
377650		26-MAY-17	PERS LONG TERM CARE	PASADENA	900.58	02-JUN-17	900.58	Reconciled
Payment Document Subtotal:					7,164,163.22		6,604,413.78	

Payment Document : IRWD Wire

12051	08-MAY-17	CALPERS	SACRAMENTO 1	2,866.58		Negotiable
12052	08-MAY-17	CALPERS	SACRAMENTO 1	467,671.42		Negotiable
12053	09-MAY-17	CITIGROUP GLOBAL MARKETS INC.	NEW YORK	574,562.59		Negotiable
12054	09-MAY-17	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	33,021.18		Negotiable

IRWD Ledger Upgrade Payment Register For 01-MAY-17 To 31-MAY-17 Report Date: 05-JUN-2017 15:50
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 31
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

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

12055	09-MAY-17	YORK INSURANCE SERVICES GROUP INC - CA	PAY	5,218.64	Negotiable
12056	09-MAY-17	YORK INSURANCE SERVICES GROUP INC - CA	PAY	26,654.09	Negotiable
12057	11-MAY-17	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	63,824.88	Negotiable
12058	11-MAY-17	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	6,902.88	Negotiable
12059	11 MAY-17	U.S. BANK NATIONALST. ASSOCIATION	LOUIS	34,794.50	Negotiable
12060	11-MAY-17	BANK OF AMERICA FRANCISCO	SAN	33,658.93	Negotiable
12061	11-MAY-17	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	36,216.99	Negotiable
12062	11-MAY-17	U.S. BANK NATIONALST. ASSOCIATION	LOUIS	16,923.70	Negotiable
12063	12-MAY-17	FILANC-BALFOUR BEATTY JV	ACT 4427724347	824,805.78	Negotiable
12064	15-MAY-17	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	11,753.09	Negotiable
12065	15-MAY-17	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	234.14	Negotiable
12066	15-MAY-17	INTERNAL REVENUE SERVICE	FRESNO	194,129.65	Negotiable
12067	15-MAY-17	FRANCHISE TAX BOARD	SACRAMENTO	53,431.14	Negotiable
12068	15-MAY-17	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	11,894.27	Negotiable
12069	15-MAY-17	ORDONEZ, CYNTHIA MARIE	DESERT HOT SPR	500.77	Negotiable
12070	15-MAY-17	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,312.75	Negotiable
12071	15-MAY-17	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	DENVER	119,522.00	Negotiable
12072	16-MAY-17	U.S. BANK NATIONALST. ASSOCIATION	LOUIS	7,416.94	Negotiable

IRWD Ledger Upgrade

BANK: Bank of America N.A.

Bank Account Currency:

Payment Type: All

Branch : Los Angeles

USD (US Dollar)

Payment Register For 01-MAY-17 To 31-MAY-17

Account: Checking AP and PR

Payment Currency: USD (US Dollar)

Display Supplier Address: No

Report Date: 05-JUN-2017 15:50

Page: 32

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
12073		16-MAY-17	YORK INSURANCE SERVICES GROUP INC - CA	PAY	16,281.22			Negotiable
12074		17-MAY-17	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	23,945.32			Negotiable
12075		17-MAY-17	MUNICIPAL WATER DISTRICT OF ORANGEVALLEY COUNTY	FOUNTAIN	978,211.36			Negotiable
12076		17-MAY-17	YEE, RICHARD	PAY	16.98			Negotiable
12077		18-MAY-17	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	3,645.83			Negotiable
12078		23-MAY-17	YORK INSURANCE SERVICES GROUP INC - CA	PAY	12,509.82			Negotiable
12079		30-MAY-17	YORK INSURANCE SERVICES GROUP INC - CA	PAY	135.26			Negotiable
12080		30-MAY-17	INTERNAL REVENUE SERVICE	FRESNO	197,571.55			Negotiable
12081		30-MAY-17	FRANCHISE TAX BOARD	SACRAMENTO	53,779.62			Negotiable
12082		30-MAY-17	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	11,983.04			Negotiable
12083		30-MAY-17	ORDONEZ, CYNTHIA MARIE	DESERT HOT SPR	500.77			Negotiable
12084		30-MAY-17	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,312.75			Negotiable
12085		30-MAY-17	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	12,696.43			Negotiable
12086		30-MAY-17	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	DENVER	121,263.48			Negotiable
12087		31-MAY-17	CALPERS	SACRAMENTO	86,779.07			Voided

Payment Document Subtotal: 4,049,949.41

Bank Account Subtotal : 11,214,112.63 6,604,413.78

IRWD Ledger Upgrade Payment Register For 01-MAY-17 To 31-MAY-17 Report Date: 05-JUN-2017 15:50
 BANK: Branch : Account: Page: 33
 Bank Account Currency: () Payment Currency: ()
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Report Count : 794			Report Total:		11,214,112.63		6,604,413.78	

Disbursements

*** End of Report ***

\$ 11,214,112.63 Disbursement
 <260,188.77> Voids pre-upgrade
 < 99,504.21> Voids post upgrade
 \$ 10,854,419.65 Total Disbursement and Voids

Exhibit "E"

IRWD Gov Code 53065.5 Disclosure Report

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

01-MAY-17 to 31-MAY-17

NAME	CHECK NO.	CHECK DATE	AMOUNT	DESCRIPTION	EXPENSE JUSTIFICATION
Bennett, Ray	376896	4-May-17	163.71	Mileage	Rosedale-Rio Bravo DRP Project Tour/Inspection - April 2017
Bennett, Ray	376896	4-May-17	163.71	Mileage	Rosedale-Rio Bravo DRP Project Tour/Inspection - May 2017
Garcia, Jose	377474	25-May-17	105.00	Certification	SWRCB Water Treatment Operator Grade IV
Hayden, David	377111	11-May-17	300.00	Certification	SWRCB Waste Water Treatment Operator Grade III
LaMar, Steven	376903	4-May-17	330.91	Lodging	NWRA Federal Water Issues Conf., Washington, DC - March 19, 2017
LaMar, Steven	376903	4-May-17	330.91	Lodging	NWRA Federal Water Issues Conf., Washington, DC - March 20, 2017
LaMar, Steven	376903	4-May-17	330.91	Lodging	NWRA Federal Water Issues Conf., Washington, DC - March 21, 2017
LaMar, Steven	376903	4-May-17	224.84	Lodging	OBCC/ACC-OC Advocacy Trip, Sacramento, CA - March 13, 2017
LaMar, Steven	376903	4-May-17	217.80	Lodging	ACWA Board and Energy Storage Summit, Sacramento, CA - March 30, 2017
LaMar, Steven	376903	4-May-17	111.44	Lodging	CA Environmental Dialogue Plenary Meeting, Sonoma, CA - April 12, 2017
LaMar, Steven	376903	4-May-17	111.44	Lodging	CA Environmental Dialogue Plenary Meeting, Sonoma, CA - April 13, 2017
LaMar, Steven	376903	4-May-17	277.09	Lodging	Federal Advocacy Trip, Washington, DC - April 5, 2017
LaMar, Steven	376903	4-May-17	277.09	Lodging	Federal Advocacy Trip, Washington, DC - April 6, 2017
Legault, Dan	376904	4-May-17	548.14	Auto Rental	Vactor Advanced Technician Training, Steater, IL - April 17-20, 2017
Malloy, Steven	376905	4-May-17	222.18	Lodging	CWEA 2017 Annual Conference, Palm Springs, CA - April 25, 2017
Matheis, Mary Aileen	377475	25-May-17	217.80	Lodging	ACWA Legislative Symposium, Sacramento, CA - March 8, 2017
Matheis, Mary Aileen	377475	25-May-17	208.49	Lodging	CA Water Policy 26 Conference, San Diego, CA - April 5, 2017
Matheis, Mary Aileen	377475	25-May-17	208.49	Lodging	CA Water Policy 26 Conference, San Diego, CA - April 6, 2017
Matheis, Mary Aileen	377475	25-May-17	253.56	Lodging	WaterReuse California Annual Conf., San Diego, CA - March 19, 2017
Matheis, Mary Aileen	377475	25-May-17	253.56	Lodging	WaterReuse California Annual Conf., San Diego, CA - March 20, 2017
Oldewage, Lars	376906	4-May-17	125.00	Registration Fees	CWEA 2017 Annual Conference, Palm Springs, CA - April 27, 2017
Oldewage, Lars	376906	4-May-17	125.00	Registration Fees	CWEA 2017 Annual Conference, Palm Springs, CA - April 27, 2017
Oldewage, Lars	376906	4-May-17	125.00	Registration Fees	CWEA 2017 Annual Conference, Palm Springs, CA - April 27, 2017
Oldewage, Lars	377302	18-May-17	255.90	Airfare	Assoc. of CA Water Agencies Regulatory Update Meeting, Monterey, CA - May 9, 2017
O'Neill, Owen	377301	18-May-17	115.62	Other(Misc)	Meeting supplies
Pan, Jenny	377476	25-May-17	154.78	Other(Misc)	Meeting supplies
Phuong, Sophia	376908	4-May-17	1,295.00	Certification	CalCPA Certification Training Course
Phuong, Sophia	376908	4-May-17	399.00	Membership	CalCPA Membership
Reynoso, Pio	377115	11-May-17	695.64	Other(Misc)	Reimbursement of temporary relocation expenses due to SJM sewer lift station rehab
Saini, Mohit	377116	11-May-17	151.13	Other(Misc)	Meeting supplies
Solis, Henry	377117	11-May-17	126.15	Lodging	CWEA Annual Conference, Palm Springs, CA - April 25-28, 2017
Total Amount:			\$8,425.29		

June 26, 2017

Prepared by: M. Ramos

Submitted by: J. Roney

Approved by: Paul A. Cook 

ACTION CALENDAR

SALARY GRADE SCHEDULE CHANGES FOR FY 2017-18

SUMMARY:

Staff recommends that the Board adopt the revised salary grade schedule by resolution, effective July 1, 2017, as attached in Exhibit "A".

BACKGROUND:

Each year during the process of developing the Operating Budget, staff reviews the current budgeted positions, salaries, and benefits to determine the necessary staffing levels and to maintain a competitive compensation package. The justifications for staffing and organizational changes and the associated costs and cost savings have been incorporated in the FY 2017-18 Operating Budget, adopted by the Board on April 24, 2017.

Staff is recommending that a revised salary grade schedule for FY2017-18 be adopted, with changes becoming effective as of July 1, 2017. The revised salary grade schedule incorporates the following changes:

- A 2.0% Cost of Living Adjustment for the General Employees Unit, as executed in Article IX of the Memorandum of Understanding between IRWD and the IRWD Employees Association, approved by the Board on August 24, 2015, and
- A 2.7% Cost of Living Adjustment for the Supervisors, Managers, and Confidential Employees. All of the proposed changes to the Salary Grade Schedule are presented in redlined form in Exhibit "A".

FISCAL IMPACTS:

The fiscal impacts of this item were included in the FY 2017-18 Operating Budget adopted by the Board of Directors on April 24, 2017.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

This item was not reviewed by a committee.

RECOMMENDATION:

THAT THE BOARD ADOPT OF THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2017 - _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IRVINE RANCH WATER DISTRICT RESCINDING
RESOLUTION NO. 2017-2 AND ESTABLISHING REVISED
SCHEDULE OF POSITIONS AND SALARY RATE RANGES

LIST OF EXHIBITS:

Exhibit "A" – Proposed IRWD Salary Grade Schedule
Exhibit "B" – Resolution

EXHIBIT "A"
IRVINE RANCH WATER DISTRICT
SALARY GRADE SCHEDULE
GENERAL EMPLOYEES' UNIT
July 1, 2016-July 1, 2017

<u>NON-EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE 1.N	<u>\$27632818</u>	<u>\$34263495</u>	<u>\$3597-3669</u>
SALARY GRADE 2.N	<u>\$28232879</u>	<u>\$35203590</u>	<u>\$3696-3770</u>
SALARY GRADE 3.N	<u>\$28833128</u> <u>2941</u>	<u>\$3617-3689</u>	<u>\$37983874</u>
SALARY GRADE 4.N	<u>\$29352994</u>	<u>\$3722-3796</u>	<u>\$3908-3986</u>
SALARY GRADE 5.N	<u>\$30023062</u>	<u>\$3825-3902</u>	<u>\$4017-4097</u>
SALARY GRADE 6.N Office Assistant Mail Coordinator	<u>\$30623123</u>	<u>\$39364015</u>	<u>\$41324215</u>
SALARY GRADE 7.N	<u>\$3122-3184</u>	<u>\$4045-4126</u>	<u>\$4248-4333</u>
SALARY GRADE 8.N	<u>\$3191-3255</u>	<u>\$4162-4245</u>	<u>\$43704457</u>
SALARY GRADE 9.N	<u>\$32533318</u>	<u>\$4276-4362</u>	<u>\$4490-4580</u>
SALARY GRADE 10.N	<u>\$3319-3385</u>	<u>\$4392-4480</u>	<u>\$46114703</u>
SALARY GRADE 11.N Material Control Clerk I Maintenance Apprentice Utility Worker	<u>\$33833451</u>	<u>\$45064596</u>	<u>\$4729-4824</u>
SALARY GRADE 12.N	<u>\$34503519</u>	<u>\$4637-4730</u>	<u>\$48714968</u>
SALARY GRADE 13.N Customer Service Specialist I Support Specialist	<u>\$3515-3585</u>	<u>\$47714866</u>	<u>\$5009-5109</u>

<u>NON-EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE 14.N	~~\$3593~~ <u>3665</u>	~~\$4904~~ <u>5002</u>	~~\$5150~~ <u>5253</u>
SALARY GRADE 15.N Office Specialist ~~Development Services Specialist~~ Collection Systems Technician I	~~\$3671~~ <u>3744</u>	~~\$5036~~ <u>5137</u>	~~\$5288~~ <u>5394</u>
SALARY GRADE 16.N Accounting Clerk Customer Service Field Technician Metering Systems Technician I Water Maintenance Technician I Laboratory Analyst	~~\$3757~~ <u>3832</u>	~~\$5177~~ <u>5281</u>	~~\$5434~~ <u>5543</u>
SALARY GRADE 17.N Customer Service Specialist II	~~\$3837~~ <u>3914</u>	~~\$5305~~ <u>5411</u>	~~\$5570~~ <u>5681</u>
SALARY GRADE 18.N Material Control Clerk II Senior Support Specialist	~~\$3921~~ <u>3999</u>	~~\$5449~~ <u>5558</u>	~~\$5721~~ <u>5835</u>
SALARY GRADE 19.N Senior Office Specialist Purchasing Coordinator ~~Development Services Specialist~~	~~\$4011~~ <u>4091</u>	~~\$5586~~ <u>5698</u>	~~\$5867~~ <u>5984</u>
SALARY GRADE 20.N Senior Accounting Clerk Engineering Technician I GIS Technician I Operator I Collection Systems Technician II	~~\$4118~~ <u>4200</u>	~~\$5766~~ <u>5881</u>	~~\$6055~~ <u>6176</u>
SALARY GRADE 21.N Customer Service Specialist III Senior Customer Service Field Technician Collection Systems CCTV Technician	~~\$4234~~ <u>4319</u>	~~\$5940~~ <u>6059</u>	~~\$6239~~ <u>6364</u>

<u>NON-EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE 22.N Sr. Purchasing Coordinator Metering Systems Tech. II Water Maintenance Technician II Maintenance Mechanic Facilities Services Technician Vehicle/Equipment Mechanic Recycled Water Specialist Public Affairs Assistant	~~\$4351~~ <u>4438</u>	~~\$6127~~ <u>6250</u>	~~\$6435~~ <u>6564</u>
SALARY GRADE 23.N ~~Construction Inspector I~~	~~\$4466~~ <u>4555</u>	~~\$6313~~ <u>6439</u>	~~\$6628~~ <u>6761</u>
SALARY GRADE 24.N Buyer Cross Connection Specialist Wetlands Specialist ~~Water Resources Specialist~~ Water Efficiency Specialist	~~\$4592~~ <u>4684</u>	~~\$6511~~ <u>6641</u>	~~\$6836~~ <u>6973</u>
SALARY GRADE 25.N Engineering Technician II GIS Technician II Senior Collection Systems Technician Senior Collection Systems CCTV Technician	~~\$4713~~ <u>4807</u>	~~\$6711~~ <u>6845</u>	~~\$7047~~ <u>7188</u>
SALARY GRADE 26.N Metering Systems Tech. III Water Maintenance Technician III	~~\$4858~~ <u>4955</u>	~~\$6911~~ <u>7049</u>	~~\$7255~~ <u>7400</u>
SALARY GRADE 27.N Accountant Senior Vehicle/Equipment Maintenance Mechanic Senior Facilities Services Technician Operator II Senior Maintenance Mechanic Senior Recycled Water Specialist	~~\$4999~~ <u>5099</u>	~~\$7113~~ <u>7255</u>	~~\$7469~~ <u>7618</u>
SALARY GRADE 28.N Construction Inspector ~~II~~ Automation Technician Landscape Contracts Administrator Electrical Technician	~~\$5146~~ <u>5249</u>	~~\$7325~~ <u>7472</u>	~~\$7692~~ <u>7846</u>

<u>NON-EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
Instrumentation Technician Scientist			
SALARY GRADE 29.N Payroll Administrator Senior Buyer Engineering Technician III GIS Technician III Senior Wetlands Specialist Operator III Lead Maintenance Mechanic Recycled Water Project Specialist Senior Water Efficiency Specialist Public Affairs Specialist	~~\$5299~~ <u>5405</u>	~~\$7538~~ <u>7689</u>	~~\$7914~~ <u>8072</u>
SALARY GRADE 30.N Risk Analyst Senior Electrical Technician Senior Instrumentation Technician ~~Environmental Compliance Specialist~~ Graphic Design Specialist	~~\$5459~~ <u>5568</u>	~~\$7760~~ <u>7915</u>	~~\$8150~~ <u>8313</u>
SALARY GRADE 31.N ~~Treasury Analyst~~ Information Services Coordinator ~~Senior Construction Inspector-III~~ Water Efficiency Analyst	~~\$5620~~ <u>5732</u>	~~\$7995~~ <u>8155</u>	~~\$8393~~ <u>8561</u>
SALARY GRADE 32.N ~~Wetlands Scientist~~ ~~Automation Specialist~~ ~~Process Specialist~~ Senior Scientist ~~Asset Maintenance Coordinator~~	~~\$5782~~ <u>5898</u>	~~\$8230~~ <u>8395</u>	~~\$8642~~ <u>8815</u>
SALARY GRADE 33.N Operations Coordinator	~~\$5951~~ <u>6070</u>	~~\$8470~~ <u>8639</u>	~~\$8893~~ <u>9071</u>
SALARY GRADE 34.N Electrical/Instrumentation Designer	~~\$6127~~ <u>6250</u>	~~\$8704~~ <u>8878</u>	~~\$9140~~ <u>9323</u>
SALARY GRADE 35.N	~~\$6312~~ <u>6438</u>	~~\$8965~~ <u>9144</u>	~~\$9414~~ <u>9602</u>

IRVINE RANCH WATER DISTRICT
SALARY GRADE SCHEDULE
GENERAL EMPLOYEES' UNIT

~~Jul 1, 2016~~ July 1, 2017

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE 1.E	~~\$4443~~ <u>4532</u>	~~\$5710~~ <u>5824</u>	~~\$5994~~ <u>6114</u>
SALARY GRADE 2.E	~~\$4591~~ <u>4683</u>	~~\$5930~~ <u>6049</u>	~~\$6227~~ <u>6352</u>
SALARY GRADE 3.E	~~\$5739~~ <u>4834</u>	~~\$6152~~ <u>6275</u>	~~\$6460~~ <u>6589</u>
SALARY GRADE 4.E	~~\$4887~~ <u>4985</u>	~~\$6387~~ <u>6515</u>	~~\$6707~~ <u>6841</u>
SALARY GRADE 5.E	~~\$5036~~ <u>5137</u>	~~\$6624~~ <u>6756</u>	~~\$6956~~ <u>7095</u>
SALARY GRADE 6.E	~~\$5208~~ <u>5312</u>	~~\$6881~~ <u>7019</u>	~~\$7226~~ <u>7371</u>
SALARY GRADE 7.E	~~\$5375~~ <u>5483</u>	~~\$7135~~ <u>7278</u>	~~\$7491~~ <u>7641</u>
SALARY GRADE 8.E	~~\$5551~~ <u>5662</u>	~~\$7414~~ <u>7562</u>	~~\$7786~~ <u>7942</u>
SALARY GRADE 9.E	~~\$5719~~ <u>5833</u>	~~\$7686~~ <u>7840</u>	~~\$8069~~ <u>8230</u>
SALARY GRADE 10.E <u>Management Analyst</u> <u>Treasury Analyst</u> Assistant Engineer Regulatory Compliance Analyst Public Affairs Analyst <u>Asset Systems Analyst</u>	~~\$5911~~ <u>6029</u>	~~\$7976~~ <u>8136</u>	~~\$8376~~ <u>8544</u>
SALARY GRADE 11.E	~~\$6100~~ <u>6222</u>	~~\$8272~~ <u>8437</u>	~~\$8686~~ <u>8860</u>
SALARY GRADE 12.E Programmer/Analyst Energy Analyst Laboratory QA/QC <u>Treasury Analyst</u>	~~\$6299~~ <u>6425</u>	~~\$8589~~ <u>8761</u>	~~\$9017~~ <u>9197</u>
SALARY GRADE 13.E Right of Way Agent Water Resources Planner	~~\$6501~~ <u>6631</u>	~~\$8902~~ <u>9080</u>	~~\$9345~~ <u>9532</u>

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE 14.E Associate Engineer	<u>\$67146848</u>	<u>\$92459430</u>	<u>\$97069900</u>
SALARY GRADE 15.E Automation Programmer	<u>\$69267065</u>	<u>\$95909782</u>	<u>\$1006810269</u>
SALARY GRADE 16.E	<u>\$71577300</u>	<u>\$995310152</u>	<u>\$1045110660</u>
SALARY GRADE 17.E	<u>\$73867534</u>	<u>\$1031810524</u>	<u>\$1083311050</u>
SALARY GRADE 18.E	<u>\$76257778</u>	<u>\$107121092410926</u>	<u>\$1124711472</u>
SALARY GRADE 19.E	<u>\$78668023</u>	<u>\$1110811330</u>	<u>\$1166411897</u>
SALARY GRADE 20.E	<u>\$81118273</u>	<u>\$1151811748</u>	<u>\$1209512337</u>
SALARY GRADE 21.E	<u>\$83598526</u>	<u>\$1193412173</u>	<u>\$1253212783</u>
SALARY GRADE 22.E	<u>\$86278800</u>	<u>\$1237812626</u>	<u>\$1299913259</u>
SALARY GRADE 23.E	<u>\$89019079</u>	<u>\$1282813085</u>	<u>\$1346913738</u>
SALARY GRADE 24.E	<u>\$91419324</u>	<u>\$1334413611</u>	<u>\$1401014290</u>
SALARY GRADE 25.E	<u>\$94249612</u>	<u>\$1384914126</u>	<u>\$1454014831</u>
SALARY GRADE 26.E	<u>\$985310050</u>	<u>\$1458014872</u>	<u>\$1530915615</u>
SALARY GRADE 27.E	<u>\$1030510511</u>	<u>\$1535215659</u>	<u>\$1612016442</u>
SALARY GRADE 28.E	<u>\$1077810994</u>	<u>\$1616216485</u>	<u>\$1697017309</u>
SALARY GRADE 29.E	<u>\$1127011495</u>	<u>\$1701717357</u>	<u>\$1786718224</u>

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	EXCEPTIONAL PERFORMANCE <u>TOP OF RANGE</u>
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SALARY GRADE 30.E	\$ ~~11791~~ <u>12027</u>	\$ ~~17919~~ <u>18277</u>	\$ ~~18816~~ <u>19192</u>
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SALARY GRADE 31.E	\$ ~~12377~~ <u>12625</u>	\$ ~~18936~~ <u>19315</u>	\$ ~~19883~~ <u>20281</u>
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SALARY GRADE 32.E	\$ ~~12998~~ <u>13258</u>	\$ ~~20015~~ <u>20415</u>	\$ ~~21016~~ <u>21436</u>
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SALARY GRADE 33.E	\$ ~~13644~~ <u>13917</u>	\$ ~~21152~~ <u>21575</u>	\$ ~~22209~~ <u>22653</u>
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SALARY GRADE 34.E	\$ ~~14328~~ <u>14615</u>	\$ ~~22352~~ <u>22799</u>	\$ ~~23468~~ <u>23937</u>
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Effective Date ~~07/01/2016~~07/01/2017

IRVINE RANCH WATER DISTRICT
SALARY GRADE SCHEDULE
SUPERVISORS, MANAGERS, AND CONFIDENTIAL EMPLOYEES
July 1, 2016July 1, 2017

<u>NON-EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE U1.N	\$ ~~2750~~ <u>2824</u>	\$ ~~3410~~ <u>3502</u>	\$ ~~3579~~ <u>3676</u>
SALARY GRADE U2.N	\$ ~~2810~~ <u>2886</u>	\$ ~~3503~~ <u>3598</u>	\$ ~~3679~~ <u>3778</u>
SALARY GRADE U3.N	\$ ~~2869~~ <u>2946</u>	\$ ~~3599~~ <u>3696</u>	\$ ~~3780~~ <u>3882</u>
SALARY GRADE U4.N	\$ ~~2921~~ <u>3000</u>	\$ ~~3704~~ <u>3804</u>	\$ ~~3889~~ <u>3994</u>
SALARY GRADE U5.N	\$ ~~2988~~ <u>3069</u>	\$ ~~3807~~ <u>3910</u>	\$ ~~3997~~ <u>4105</u>
SALARY GRADE U6.N	\$ ~~3047~~ <u>3129</u>	\$ ~~3917~~ <u>4023</u>	\$ ~~4113~~ <u>4224</u>
SALARY GRADE U7.N	\$ ~~3107~~ <u>3191</u>	\$ ~~4026~~ <u>4135</u>	\$ ~~4228~~ <u>4342</u>
SALARY GRADE U8.N	\$ ~~3175~~ <u>3261</u>	\$ ~~4141~~ <u>4253</u>	\$ ~~4348~~ <u>4465</u>
SALARY GRADE U9.N	\$ ~~3236~~ <u>3323</u>	\$ ~~4255~~ <u>4370</u>	\$ ~~4469~~ <u>4590</u>
SALARY GRADE U10.N	\$ ~~3303~~ <u>3392</u>	\$ ~~4372~~ <u>4490</u>	\$ ~~4589~~ <u>4713</u>
SALARY GRADE U11.N	\$ ~~3367~~ <u>3458</u>	\$ ~~4484~~ <u>4605</u>	\$ ~~4706~~ <u>4833</u>
SALARY GRADE U12.N	\$ ~~3433~~ <u>3526</u>	\$ ~~4614~~ <u>4739</u>	\$ ~~4847~~ <u>4978</u>
SALARY GRADE U13.N	\$ ~~3498~~ <u>3592</u>	\$ ~~4747~~ <u>4875</u>	\$ ~~4986~~ <u>5121</u>
SALARY GRADE U14.N	\$ ~~3576~~ <u>3673</u>	\$ ~~4881~~ <u>5013</u>	\$ ~~5126~~ <u>5264</u>
SALARY GRADE U15.N	\$ ~~3653~~ <u>3752</u>	\$ ~~5011~~ <u>5146</u>	\$ ~~5262~~ <u>5404</u>
SALARY GRADE U16.N	\$ ~~3739~~ <u>3840</u>	\$ ~~5151~~ <u>5290</u>	\$ ~~5408~~ <u>5554</u>

<u>NON-EXEMPT</u>	EXCEPTIONAL PERFORMANCE		
	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>TOP OF RANGE</u>
SALARY GRADE U17.N	~~\$3819~~ <u>3922</u>	~~\$5280~~ <u>5423</u>	~~\$5544~~ <u>5694</u>
SALARY GRADE U18.N	~~\$3903~~ <u>4008</u>	~~\$5422~~ <u>5568</u>	~~\$5694~~ <u>5848</u>
SALARY GRADE U19.N	~~\$3991~~ <u>4099</u>	~~\$5559~~ <u>5709</u>	~~\$5838~~ <u>5996</u>
SALARY GRADE U20.N	~~\$4098~~ <u>4209</u>	~~\$5739~~ <u>5894</u>	~~\$6026~~ <u>6189</u>
SALARY GRADE U21.N	~~\$4214~~ <u>4328</u>	~~\$5912~~ <u>6072</u>	~~\$6210~~ <u>6378</u>
SALARY GRADE U22.N Executive Secretary Human Resources Assistant	~~\$4330~~ <u>4447</u>	~~\$6098~~ <u>6263</u>	~~\$6404~~ <u>6577</u>
SALARY GRADE U23.N	~~\$4444~~ <u>4564</u>	~~\$6283~~ <u>6453</u>	~~\$6596~~ <u>6774</u>
SALARY GRADE U24.N	~~\$4571~~ <u>4694</u>	~~\$6479~~ <u>6654</u>	~~\$6803~~ <u>6987</u>
SALARY GRADE U25.N <u>Human Resources Technician</u>	~~\$4690~~ <u>4817</u>	~~\$6678~~ <u>6858</u>	~~\$7014~~ <u>7203</u>
SALARY GRADE U26.N Executive Assistant	~~\$4836~~ <u>4967</u>	~~\$6877~~ <u>7063</u>	~~\$7221~~ <u>7416</u>
SALARY GRADE U27.N	~~\$4976~~ <u>5110</u>	~~\$7079~~ <u>7270</u>	~~\$7433~~ <u>7634</u>
SALARY GRADE U28.N	~~\$5121~~ <u>5259</u>	~~\$7289~~ <u>7486</u>	~~\$7655~~ <u>7862</u>
SALARY GRADE U29.N Safety & Security Specialist Administrative Assistant	~~\$5273~~ <u>5415</u>	~~\$7501~~ <u>7704</u>	~~\$7876~~ <u>8089</u>
SALARY GRADE U30.N Collection Systems Supervisor	~~\$5433~~ <u>5580</u>	~~\$7723~~ <u>7932</u>	~~\$8110~~ <u>8329</u>

<u>NON-EXEMPT</u>	EXCEPTIONAL PERFORMANCE		
	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>TOP OF RANGE</u>
SALARY GRADE U31.N Human Resources Analyst Cross Connection Supervisor Water Maintenance Supervisor Facilities Services Supervisor Fleet Supervisor	\$ <u>5594.5745</u>	\$ <u>7956.8171</u>	\$ <u>8353.8579</u>
SALARY GRADE U32.N Network Administrator Mechanical Maintenance Supervisor	\$ <u>5755.5910</u>	\$ <u>8194.8412</u>	\$ <u>8604.8833</u>
SALARY GRADE U33.N	\$ <u>5922.6082</u>	\$ <u>8429.8657</u>	\$ <u>8854.9090</u>
SALARY GRADE U34.N Construction Inspection Supervisor Automation Supervisor Electrical Supervisor Instrumentation Supervisor	\$ <u>6098.6263</u>	\$ <u>8662.8896</u>	\$ <u>9096.9342</u>
SALARY GRADE U35.N Operations Supervisor	\$ <u>6282.6452</u>	\$ <u>8922.9163</u>	\$ <u>9369.9622</u>

IRVINE RANCH WATER DISTRICT
SALARY GRADE SCHEDULE
SUPERVISORS, MANAGERS, AND CONFIDENTIAL EMPLOYEES

~~July 1, 2016~~ July 1, 2017

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE U1.E	~~\$4422~~ <u>4541</u>	~~\$5682~~ <u>5835</u>	~~\$5965~~ <u>6126</u>
SALARY GRADE U2.E	~~\$4570~~ <u>4693</u>	~~\$5902~~ <u>6061</u>	~~\$6197~~ <u>6364</u>
SALARY GRADE U3.E	~~\$4716~~ <u>4843</u>	~~\$6122~~ <u>6287</u>	~~\$6429~~ <u>6603</u>
SALARY GRADE U4.E	~~\$4863~~ <u>4994</u>	~~\$6357~~ <u>6529</u>	~~\$6674~~ <u>6854</u>
SALARY GRADE U5.E	~~\$5011~~ <u>5146</u>	~~\$6592~~ <u>6770</u>	~~\$6923~~ <u>7110</u>
SALARY GRADE U6.E	~~\$5184~~ <u>5324</u>	~~\$6848~~ <u>7033</u>	~~\$7191~~ <u>7385</u>
SALARY GRADE U7.E	~~\$5350~~ <u>5494</u>	~~\$7101~~ <u>7293</u>	~~\$7455~~ <u>7656</u>
SALARY GRADE U8.E	~~\$5524~~ <u>5673</u>	~~\$7379~~ <u>7578</u>	~~\$7748~~ <u>7957</u>
SALARY GRADE U9.E	~~\$5962~~ <u>5846</u>	~~\$7649~~ <u>7856</u>	~~\$8030~~ <u>8247</u>
SALARY GRADE U10.E Customer Service Supervisor Development Services Supervisor	~~\$5882~~ <u>6041</u>	~~\$7939~~ <u>8153</u>	~~\$8336~~ <u>8561</u>
SALARY GRADE U11.E Senior Accountant Financial Analyst	~~\$6071~~ <u>6235</u>	~~\$8232~~ <u>8454</u>	~~\$8645~~ <u>8878</u>
SALARY GRADE U12.E	~~\$6268~~ <u>6437</u>	~~\$8549~~ <u>8780</u>	~~\$8974~~ <u>9216</u>
SALARY GRADE U13.E Senior Human Resources Analyst Senior Analyst <u>Accounting Supervisor</u> GIS Supervisor	~~\$6470~~ <u>6645</u>	~~\$8859~~ <u>9098</u>	~~\$9300~~ <u>9551</u>

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE U14.E District Secretary Assistant Facilities/Fleet Manager	~~\$6681~~ <u>6861</u>	~~\$9200~~ <u>9448</u>	~~\$9659~~ <u>9920</u>
SALARY GRADE U15.E Senior Programmer/Analyst Senior Network Administrator Applications Analyst Laboratory Supervisor Assistant Asset Manager	~~\$6893~~ <u>7079</u>	~~\$9544~~ <u>9802</u>	~~\$10019~~ <u>10290</u>
SALARY GRADE U16.E Principal Analyst	~~\$7123~~ <u>7315</u>	~~\$9905~~ <u>10172</u>	~~\$10401~~ <u>10682</u>
SALARY GRADE U17.E District Safety and Security Manager Customer Service Manager Purchasing Manager Engineer Construction Inspection Manager Field Services Manager Construction Services Manager Water Maintenance Manager Natural Resources Manager Collection Systems Manager Facilities/Fleet Manager Water Efficiency Manager	~~\$7350~~ <u>7548</u>	~~\$10269~~ <u>10546</u>	~~\$10781~~ <u>11072</u>
SALARY GRADE U18.E Public Affairs Manager Human Resources Manager Treasury Manager Manager of Risk & Contracts Administration Senior Applications Analyst Senior Applications Developer Senior Database Administrator Chief Plant Operator Water Quality Manager Regulatory Compliance Manager	~~\$7588~~ <u>7793</u>	~~\$10660~~ <u>10948</u>	~~\$11192~~ <u>11494</u>
SALARY GRADE U19.E Operations Manager Electrical and Automation Manager Mechanical Services Manager Recycled Water Development Manager Water Resources Manager	~~\$7829~~ <u>8040</u>	~~\$11054~~ <u>11352</u>	~~\$11608~~ <u>11921</u>

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE U20.E Controller Manager of Strategic Planning and Analysis Networking & Support Manager Senior Engineer	~~\$8072~~ <u>8290</u>	~~\$11463~~ <u>11773</u>	~~\$12037~~ <u>12362</u>
SALARY GRADE U21.E	~~\$8318~~ <u>8543</u>	~~\$11877~~ <u>12198</u>	~~\$12472~~ <u>12809</u>
SALARY GRADE U22.E Applications Manager	~~\$8585~~ <u>8817</u>	~~\$12319~~ <u>12652</u>	~~\$12937~~ <u>13286</u>
SALARY GRADE U23.E Governmental Relations Officer Principal Engineer Assistant Director of Water Operations Assistant Director of Recycling Operations Assistant Director of Maintenance	~~\$8858~~ <u>9097</u>	~~\$12765~~ <u>13110</u>	~~\$13404~~ <u>13766</u>
SALARY GRADE U24.E	~~\$9097~~ <u>9343</u>	~~\$13279~~ <u>13638</u>	~~\$13942~~ <u>14318</u>
SALARY GRADE U25.E	~~\$9379~~ <u>9632</u>	~~\$13782~~ <u>14154</u>	~~\$14470~~ <u>14861</u>
SALARY GRADE U26.E	~~\$9806~~ <u>10071</u>	~~\$14511~~ <u>14903</u>	~~\$15236~~ <u>15647</u>
SALARY GRADE U27.E Director of Public Affairs Director of Human Resources Treasurer/Director of Risk Management Director of Administrative Services Director of Water Resources	~~\$10256~~ <u>10533</u>	~~\$15279~~ <u>15692</u>	~~\$16043~~ <u>16476</u>
SALARY GRADE U28.E	~~\$10726~~ <u>11016</u>	~~\$16084~~ <u>16518</u>	~~\$16888~~ <u>17344</u>
SALARY GRADE U29.E	~~\$11216~~ <u>11519</u>	~~\$16935~~ <u>17392</u>	~~\$17782~~ <u>18262</u>
SALARY GRADE U30.E Executive Director of Finance Executive Director of Engineering & Water Quality Executive Director of Operations Executive Director of Water Policy	~~\$11734~~ <u>12051</u>	~~\$17834~~ <u>18316</u>	~~\$18725~~ <u>19231</u>

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
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SALARY GRADE U31.E	\$ ~~12318~~ <u>12651</u>	\$ ~~18846~~ <u>19355</u>	\$ ~~19788~~ <u>20322</u>
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SALARY GRADE U32.E	\$ ~~12936~~ <u>13285</u>	\$ ~~19919~~ <u>20457</u>	\$ ~~20915~~ <u>21480</u>
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SALARY GRADE U33.E	\$ ~~13578~~ <u>13945</u>	\$ ~~21050~~ <u>21618</u>	\$ ~~22102~~ <u>22699</u>
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SALARY GRADE U34.E General Manager	\$ ~~14260~~ <u>14645</u>	\$ ~~22244~~ <u>22845</u>	\$ ~~24606~~ <u>25270</u>
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Effective Date ~~07/01/2016~~ 07/01/2017

EXHIBIT "B"

RESOLUTION NO. 2017 -

RESOLUTION OF THE BOARD OF DIRECTORS
OF IRVINE RANCH WATER DISTRICT,
RESCINDING RESOLUTION NO. 2017-2 AND
ESTABLISHING A REVISED SCHEDULE OF POSITIONS
AND SALARY RATE RANGES

WHEREAS, the Board of Directors of Irvine Ranch Water District, by adoption of Resolution No. 2017-2 on January 9, 2017, established a Schedule of Positions and Salary Rate Ranges of the Irvine Ranch Water District; and

WHEREAS, the Board of Directors of Irvine Ranch Water District has reviewed the Schedule of Positions and Salary Rate Ranges and desires to make revisions thereto.

NOW, THEREFORE, the Board of Directors of Irvine Ranch Water District does hereby resolve, determine and order as follows:

Section 1. That the Schedule of Positions and Salary Rate Ranges adopted by Resolution No. 2017-2 on January 9, 2017 is hereby rescinded, effective July 1, 2017.

Section 2. That the Schedule of Positions and Salary Rate Ranges for the Irvine Ranch Water District be and hereby is approved and adopted as more particularly set forth in Exhibit "A" to this Resolution, attached hereto and by this reference made a part hereto.

Section 3. That the provisions of this Resolution shall be effective July 1, 2017.

ADOPTED, SIGNED and APPROVED THIS 26 day of June 2017.

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

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

APPROVED AS TO FORM:
Nossaman, LLP

June 26, 2017

Prepared by: A. Shinbashi

Submitted by: R. Jacobson/C. Clary

Approved by: Paul Cook

ACTION CALENDAR

FORMER ORANGE PARK ACRES MUTUAL WATER COMPANY RESERVOIR PROPERTY - OFFER TO PURCHASE

SUMMARY:

Recently, the District's real estate broker for the sale of the former Orange Park Acres Mutual Water Company (OPAMWC) reservoir site (Ferragamo Real Estate) received an offer to purchase the property. Based on staff's evaluation of the proposal received, and feedback from two independent real estate brokers familiar with the area, staff recommends the Board approve the offer for \$580,000 for the sale of the property.

BACKGROUND:

The subject property, located at 346 South Calle Grande in the City of Orange, was originally the site of an aboveground reservoir providing potable water to the Orange Park Acres (OPA) community by the former OPAMWC. The reservoir site was an asset that transferred to IRWD following the OPAMWC consolidation in April 2008 (IRWD Annexation No. 28). The reservoir tank was removed and the lot was backfilled by District contractors in December 2013. The property is zoned for residential use, is free and clear of title issues and includes a fence line encroachment with an adjacent neighbor's property. A map depicting the property is attached as Exhibit "A".

The adjacent property owner has acknowledged that the fence between the two properties is not correctly located. Previously, District staff and the neighbor discussed a potential swap of equal areas to resolve the fence line issue; however, the neighbor declined this option. Any future relocation of the fence will be resolved by the new buyer.

Offers to Purchase:

At the Asset Management Committee meeting on May 30, 2017 in closed session, staff reported that an offer had been received for \$535,000 for the Orange Park Acres property. The Committee authorized staff to proceed with a counteroffer of \$575,000, and authorized staff to negotiate within the counteroffer price and the original offer price of \$535,000.

Prior to receiving a response to the counteroffer, staff received a subsequent offer to purchase the property for \$580,000 from buyers John and Debi Boyle. Additional proposed terms include an escrow period of 60-days following acceptance for due diligence review and customary cost allocations of escrow and title expenses. Staff recommends the Board approve the offer for \$580,000 for the sale of the property.

The Vacant Land Purchase Agreement form representing the buyer's offer to purchase includes the buyer's acknowledgement of the following conditions:

- 1) The neighbor's fence is not "true" to the property line;
- 2) Current access to the parcel is a driveway access easement; and,
- 3) Terms and conditions are subject to final confirmation by IRWD's Board of Directors.

District legal counsel has confirmed that the documentation and related disclosures were properly made to the potential buyers, and further recommends an "As-Is" addendum be included with the escrow instructions as formal acknowledgement of the disclosures. A copy of the Vacant Land Purchase Agreement and Joint Escrow Instructions, as well as the draft As-Is Addendum provided by counsel are attached as Exhibit "B" and Exhibit "C", respectively.

FISCAL IMPACTS:

Proceeds from the sale of the property are not included in the FY 2016-17 or FY 2017-18 Non-Operating Budgets.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

This item was reviewed in Closed Session by the Asset Management Committee on May 30, 2017 and in Closed Session by the Board on June 12, 2017.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE STAFF TO ACCEPT THE OFFER OF \$580,000 FOR THE SALE OF THE FORMER ORANGE PARK ACRES MUTUAL WATER COMPANY RESERVOIR PROPERTY LOCATED AT 346 S. CALLE GRANDE IN THE CITY OF ORANGE, SUBJECT TO NON-SUBSTANTIVE CHANGES, TO INCLUDE AN "AS-IS" ADDENDUM ACKNOWLEDGING EXISTING PROPERTY CONSTRAINTS; AND AUTHORIZE THE GENERAL MANAGER, TREASURER AND EACH OTHER OFFICER OF THE DISTRICT, EACH ACTING SINGLY, TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS, ASSIGNMENTS, CERTIFICATES, INSTRUCTIONS AND INSTRUMENTS NECESSARY OR PROPER FOR CARRYING OUT AND CLOSING THE REAL ESTATE TRANSACTION FOR THE SALE OF THE PROPERTY.

LIST OF EXHIBITS:

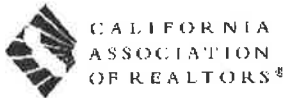
Exhibit "A" – OPA Property Map
Exhibit "B" – Vacant Land Purchase Agreement
Exhibit "C" – "As Is" Addendum to Escrow Instructions

EXHIBIT "A"



0 25 50 100 Feet

Exhibit "B"



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form VLPA, Revised 12/15)

Date Prepared: June 2, 2017

1. OFFER:

- A. **THIS IS AN OFFER FROM** John Boyle, Debi Boyle ("Buyer"),
 B. **THE REAL PROPERTY** to be acquired is 346 S. Calle Grande, situated in
Orange (City), Orange (County), California, 92669 (Zip Code), Assessor's Parcel No. 393-293-01 ("Property").
 Further Described As _____
 C. **THE PURCHASE PRICE** offered is Five Hundred Eighty Thousand

Dollars \$ 580,000.00

- D. **CLOSE OF ESCROW** shall occur on _____ (date) (or ☒ 60 Days After Acceptance).
 E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
 B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
 Listing Agent Ferragamo Real Estate (Print Firm Name) is the agent of (check one):
☐ the Seller exclusively; or ☒ both the Buyer and Seller.
 Selling Agent Ferragamo Real Estate (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one):
☐ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller.
 C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. **INITIAL DEPOSIT:** Deposit shall be in the amount of _____ \$ 25,000.00

(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☒ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);

- OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____, The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____).
 Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of _____ \$ within _____ Days After Acceptance (or _____).
 If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

- C. ☒ **ALL CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☒ Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) **FIRST LOAN:** in the amount of _____ \$
 This loan will be conventional financing or ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ subject to financing, ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

- (2) **SECOND LOAN** in the amount of _____ \$
 This loan will be conventional financing or ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ subject to financing, ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

- (3) **FHA/VA:** For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

- E. **ADDITIONAL FINANCING TERMS:** After the 30 days of due diligence is complete, buyer to release \$20,000 to seller non-refundable. Escrow to close 30 days thereafter.

Buyer's Initials (JB) (DB)
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 VLPA REVISED 12/15 (PAGE 1 OF 11)

Seller's Initials () ()



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 1 OF 11)

Touchdown Real Estate 6200 E. Canyon Rim Rd #204 Anaheim Hills, CA 92807 Phone: 714.921.1815 221 Fax: 714.283.8048 346 S. Calle G
 Vince Ferragamo Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Property Address: 346 S. Calle Grande, , Orange, CA 92869

Date: June 2, 2017

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** In the amount of \$ 555,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- G. PURCHASE PRICE (TOTAL):** \$ 580,000.00
- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or ☒ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or) Days After Acceptance.
- J. LOAN TERMS:**
- (1) **LOAN APPLICATIONS:** Within 3 (or) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)
- (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) **LOAN CONTINGENCY REMOVAL:** Within 21 (or) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4) **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- L. SELLER FINANCING:** The following terms (or the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.
- (1) **BUYER'S CREDIT-WORTHINESS:** Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.
- (2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.
- (3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.
- M. ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

Buyer's Initials () () ()

Seller's Initials () () ()

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 2 OF 11)

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346 S. Calle G



Property Address: 346 S. Calle Grande, , Orange, CA 92869

Date: June 2, 2017

4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. **MANUFACTURED HOME PURCHASE:** The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer ☐ has ☐ has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (or this contingency shall remain in effect until the Close Of Escrow of the Property).

6. **CONSTRUCTION LOAN FINANCING:** The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan ☐ will ☐ will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or this contingency shall remain in effect until Close Of Escrow of the Property).

7. ADDENDA AND ADVISORIES:

A. ADDENDA: Addendum # (C.A.R. Form ADM)
☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Court Confirmation Addendum (C.A.R. Form CCA)
☐ Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
☐ Short Sale Addendum (C.A.R. Form SSA) ☐ Other

B. BUYER AND SELLER ADVISORIES:

☐ Probate Advisory (C.A.R. Form PA) ☒ Buyer's Inspection Advisory (C.A.R. Form BIA)
☐ Trust Advisory (C.A.R. Form TA) ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ Short Sale Information and Advisory (C.A.R. Form SSIA) ☐ REO Advisory (C.A.R. Form REO)
☐ Other

8. **OTHER TERMS:** *Buyer is aware of the appurtenant easement serving this parcel along with the property along Calle Grande owned by neighbor. Buyer may consider acquiring this property from neighbor after escrow and is not contingent on this offer. Buyer acknowledges that neighbor's fence is not "true" to property line. Terms & Conditions are subject to final confirmation by Irvine Ranch Water District Board of Directors.*

9. ALLOCATION OF COSTS

A. **INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

(1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other:
prepared by **Sellers choice**

(2) ☒ Buyer ☐ Seller shall pay for the following Report **Survey property line**
prepared by **Buyers choice**

(3) ☐ Buyer ☐ Seller shall pay for the following Report
prepared by

B. ESCROW AND TITLE:

(1) (a) ☒ Buyer ☒ Seller shall pay escrow fee **1/2 buyer and 1/2 seller**

(b) Escrow Holder shall be **sellers choice**

(c) The Parties shall, within 5 (or) Days After receipt, sign and return Escrow Holder's general provisions.

(2) (a) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 18E

(b) Owner's title policy to be issued by **sellers choice**

(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

(1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee

(2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee

(3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee

(4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.

(5) Buyer to pay for any HOA certification fee.

(6) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.

(7) ☐ Buyer ☐ Seller shall pay for any private transfer fee

(8) ☐ Buyer ☐ Seller shall pay for

(9) ☐ Buyer ☐ Seller shall pay for

10. **CLOSING AND POSSESSION:** Possession shall be delivered to Buyer: (i) ☐ at 6 PM or (☐ AM/ ☐ PM) on the date of Close Of Escrow; (ii) no later than calendar days after Close Of Escrow; or (iii) at ☐ AM/ ☐ PM on . The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

11. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.

Buyer's Initials () ()

Seller's Initials () ()

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 3 OF 11)

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346 S. Calle G



Property Address: **346 S. Calle Grande, , Orange, CA 92869**Date: **June 2, 2017****B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;
 (2) The following items:

(3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
 (4) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE:**12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:**

A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

B. WITHHOLDING TAXES: Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

C. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) **SELLER HAS: 7 (or) Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
- (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
- (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
- (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
- (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
- (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
- (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
- (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
- (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
- (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
- (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
- (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
- (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
- (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.

B. RENTAL AND SERVICE AGREEMENTS: Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

C. TENANT ESTOPPEL CERTIFICATES: Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials () ()Seller's Initials () ()

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 4 OF 11)

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346 S. Calle G

Property Address: 346 S. Calle Grande, Orange, CA 92669

Date: June 2, 2017

- D. MELLO-ROOSTAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.
- E. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- 14. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.**
- 15. CHANGES DURING ESCROW:**
- A.** Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - B.** At least 7 (or _____) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. Within 5 (or _____) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.
- 16. CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A.** Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
 - B.** Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
 - C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**
- 17. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - B.** Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
 - C. Buyer indemnity and Seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.
 - D. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.**
 - E. SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
 - F. ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
 - G. UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

Buyer's Initials () ()

Seller's Initials () ()

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 5 OF 11)

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346 S. Calle G



EQUAL OPPORTUNITY

Property Address: 346 S. Calle Grande, , Orange, CA 92869

Date: June 2, 2017

- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).
- C. SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- D. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 19.
- E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- F. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
- G. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**
- 20. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 21. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 16; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 22. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment

Buyer's Initials () ()

Seller's Initials () ()



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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 7 OF 11)

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346 S. Calle G

Property Address: **346 S. Calle Grande, , Orange, CA 92869**Date: **June 2, 2017**

District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

24. BROKERS:

A. COMPENSATION: Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

25. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Addendum (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days After Acceptance**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9B(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 (or) Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 9, 12 or elsewhere in this Agreement.

B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller Irrevocably assign to Brokers compensation specified in paragraph 24A, and Irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.

E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

Buyer's Initials () ()Seller's Initials () ()

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 8 OF 11)

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Date: June 2, 2017

27. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (☐ RM RID).

Buyer's Initials

DB

Seller's Initials

☐**28. DISPUTE RESOLUTION:**

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 28C.

- B. **ARBITRATION OF DISPUTES:** The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 28C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials

DB

Seller's Initials

☐**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

29. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

30. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

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Seller's Initials () ()



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- 31. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.
- 32. ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOA).
- 33. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 36. DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 37. EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by **Vince Ferragamo**, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ AM/ ☐ PM, on (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date **06/02/2017** BUYER(Print name) **John Boyle**Date **06/02/2017** BUYER(Print name) **Debi Boyle**
☐ Additional Signature Addendum attached (C.A.R. Form ASA).
Buyer's Initials () ()Seller's Initials () ()

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 10 OF 11)

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Date: June 2, 2017

38. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:

☐ One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity _____ al terms.

Date SELLER _____

(Print name) Irvine Ranch Water District

Date SELLER _____

(Print name)

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ AM/ _____ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Ferragamo Real Estate		CalBRE Lic. #01194871
By Vince Ferragamo	Vince Ferragamo	CalBRE Lic. # 01194871
By _____	_____	CalBRE Lic. # _____
Address 6200 Canyon Rim Rd. #204	City Anaheim Hills	Date 05/14/2017 06/02/2017
Telephone (714)321-7090	Fax (714)485-4748	State CA Zip 92807
E-mail vincef@touchdownrealestate.com		
Real Estate Broker (Listing Firm) Ferragamo Real Estate		CalBRE Lic. #01194871
By Vince Ferragamo	Vince Ferragamo	CalBRE Lic. # 01194871
By _____	_____	CalBRE Lic. # _____
Address 6200 Canyon Rim Rd. #204	City Anaheim Hills	Date 05/14/2017 06/02/2017
Telephone _____	Fax (714)485-4748	State CA Zip 92807
E-mail vincef@touchdownrealestate.com		

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ Seller's Statement of Information and _____

and agrees to act as Escrow Holder subject to paragraph 26 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail/ _____

Escrow Holder has the following license number # _____

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Bureau of Real Estate.

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).

Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).

Seller's Initials

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Buyer's Acknowledges that page 11 is part of this Agreement (☒) ()

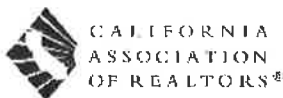
Reviewed by
Broker or Designee _____



VACANT LAND PURCHASE AGREEMENT (VLPB PAGE 11 OF 11)

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BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: **346 S. Calle Grande, , Orange, CA 92669**

("Property").

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer 06/02/2017

Buyer 06/03/2017

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BIA REVISED 11/14 (PAGE 1 OF 1)

Reviewed by _____ Date _____



BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)

Townchown Real Estate 6200 E Canyon Rim Rd #204 Anaheim Hills, CA 92807 Vince Ferragamo	Phone: 714.911.1515 x21 Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com	Fax: 714.283.8848 346 S. Calle Grande
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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller		<i>Irvine Ranch Water District</i>	Date
Seller			Date
Buyer		<i>John Boyle</i>	Date <i>06/02/2017</i>
Buyer		<i>Debi Boyle</i>	Date
Real Estate Broker (Firm)	<i>Ferragamo Real Estate</i>	CalBRE Lic # <i>01194871</i>	Date <i>06/02/2017</i>
By		CalBRE Lic # <i>01194871</i>	Date
Real Estate Broker (Firm)	<i>Ferragamo Real Estate</i>	CalBRE Lic # <i>01194871</i>	Date <i>06/02/2017</i>
By		CalBRE Lic # <i>01194871</i>	Date

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Reviewed by Date



PRBS 11/14 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Touchdown Real Estate 6200 E Canyon Rim Rd #204 Anaheim Hills, CA 92807	Phone: 714.921.1515 x211	Fax: 714.283.8848	346 S. Calle G
Vince Ferragamo	Produced with zipForm® by ziplogix 18070 Fifteen Mile Road, Fraser, Michigan 48026	www.ziplogix.com	

EXHIBIT “C”

- DRAFT -

ADDENDUM TO VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS ADDENDUM TO VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Addendum**”) is made as of _____, ___, 2017, by and between Irvine Ranch Water District (herein called “**Seller**”), and John Boyle and Debi Boyle (herein called “**Buyers**”), and is incorporated into and a part of that Vacant Land Purchase Agreement and Joint Escrow Instructions dated June 2, 2017 (“**Form Purchase Agreement**”).

To the extent any conflict exists between this Addendum and the terms of the Form Purchase Agreement, the Addendum shall control. Any references in the Form Purchase Agreement or this Addendum to the “**Agreement**” shall mean and refer to the Form Purchase Agreement, as modified by this Addendum. All capitalized terms herein shall have the same meaning as defined in the Form Purchase Agreement. Except as expressly modified herein, the terms of the Form Purchase Agreement shall remain unchanged and are hereby confirmed and ratified and, as necessary, reinstated by the parties hereto.

1. AS-IS

Except as specifically stated in the Form Agreement, Seller is not making or shall be deemed to have made any express or implied representation or warranty of any kind or nature as to the Property or the transactions contemplated in this Agreement, including, without limitation, (i) the financial status of the Property, including without limitation, income or expenses generated, paid or incurred in connection with the Property, (ii) the nature, physical or environmental condition, safety or any other aspect of the Property or the Property’s compliance with applicable laws, ordinances, rules and regulations, including, without limitation, zoning ordinances, and environmental, hazardous material and endangered species statutes, the size of the units and unit mix, (iii) the accuracy or completeness of the Title Report, the inspection documents, or any information or data provided or to be provided by Seller, including, without limitation, copies of any reports or documents prepared for Seller whether by third parties or otherwise which may be included with such information, or (iv) any other matter relating to the Property or Seller. Without limiting the foregoing, Buyer hereby acknowledges that the Property will be sold to Buyer, and Buyer will acquire the Property “AS IS”, “WHERE IS” and “WITH ALL FAULTS” and, except for the express Seller representations and warranties contained in the Form Agreement, there are no representations or warranties, express or implied, made by Seller in connection with the transactions contemplated in this Agreement. Buyer acknowledges and agrees that (V) Buyer shall rely upon Buyer’s own due diligence in determining whether the Property is suitable for purchase by Buyer; (W) Buyer has been given a reasonable opportunity to inspect and investigate the Property, including without limitation all improvements, personal property, leases, contracts, intangible personal property, and all aspects relating thereto, either independently or through agents and experts of Buyer’s choosing; (X) Buyer is acquiring the Property based exclusively upon Buyer’s own investigations and inspections thereof; (Y) Seller has no obligation to repair or correct any facts, circumstances, conditions or defects or compensate Buyer therefor; and (Z) by

reason of all of the foregoing, Buyer shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property.

IN WITNESS WHEREOF, this Addendum is executed by the parties as of the date first above written.

SELLER:

Paul A. Cook, as General Manager of Irvine Ranch
Water District

BUYERS:

By: _____
John Boyle

By: _____
Debi Boyle