



**NOTICE AND CALL OF SPECIAL MEETING  
OF THE ENGINEERING & OPERATIONS  
BOARD OF DIRECTORS  
MOULTON NIGUEL WATER DISTRICT  
27500 La Paz Road, Laguna Niguel  
February 17, 2015  
8:30 AM  
Approximate Meeting Time: 2 Hours**

**NOTICE IS HEREBY GIVEN** that a Special Meeting of the Engineering & Operations Board of Directors of the Moulton Niguel Water District (“MNWD”) has been called by the Chairman of the Board of Directors to be held on February 17, 2015, at 8:30 AM, at MNWD’s Administrative Offices located at the address above. The following business will be transacted and is the Agenda for this Special Meeting:

**AGENDA**

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE JANUARY 12, 2015 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING
3. PUBLIC COMMENTS  
*Persons wishing to address the Board of Directors on any item listed on the Agenda should submit a “Request To Be Heard” form to the Recording Secretary before the Presiding Officer announces that agenda item. Your name will be called to speak at that time. (As required by law, public comments during a Special Meeting may address only specific items listed on the agenda, no other matters.)*

**PRESENTATION ITEMS**

4. Will Serve Process

**DISCUSSION ITEMS**

5. Joint Regional Wastewater Treatment Plant Agreement Amendment
6. Amendment to Professional Services Agreement for Strategic Real Estate Consulting

**INFORMATION ITEMS**

7. Joint Powers Authority Quarterly Update
8. Quarterly Capital Improvement Program Report
9. Quarterly Communications License Program Report

## **CLOSED SESSION**

### 10. **CONFERENCE INVOLVING A JOINT POWERS AGENCY: SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (SOCWA)**

Pursuant to Government Code Section 54956.96 (a) (1) and (b), Closed Sessions will be conducted for the following purposes (Legal Counsel in attendance):

*Discussion will concern: Conference with Real Property Negotiators, price and terms for conveyance of AWMA Bridge to County of Orange*

*PROPERTY - the AWMA Bridge is located at the intersection of AWMA Road and Alicia Parkway at the entrance to the County's Woods Canyon/Aliso Canyon Wilderness Parks*

*NEGOTIATING PARTIES - SOCWA, County of Orange/Stacy Blackwood*

*SOCWA NEGOTIATORS - General Manager, Director of Operations, Authority Legal Counsel*

*UNDER NEGOTIATION - Price, terms of payment Name of MNWD representative on SOCWA Board: Director Larry Lizotte*

## **ADJOURNMENT**

The Board of Directors' Meeting Room is wheelchair accessible. If you require any special disability related accommodations (i.e., access to an amplified sound system, etc.), please contact the Moulton Niguel Water District Secretary's office at (949) 831-2500 at least forty-eight (48) hours prior to the scheduled meeting. This agenda can be obtained in alternate format upon written request to the Moulton Niguel Water District Secretary at least forty-eight (48) hours prior to the scheduled meeting.

Agenda exhibits and other writings that are disclosable public records distributed to all, or a majority of, the members of the Moulton Niguel Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection at the District Office, 27500 La Paz Road, Laguna Niguel, CA ("District Office"). If such writings are distributed to members of the Board less than twenty-four (24) hours prior to the meeting, they will be available in the reception area of the District Office at the same time as they are distributed except that, if such writings are distributed immediately prior to, or during the meeting, they will be available in the Board meeting room and on the District website at [www.mnwd.com](http://www.mnwd.com).

The foregoing Notice was personally delivered, faxed, mailed or e-mailed to each member of the MNWD Board of Directors at least twenty-four (24) hours prior to the scheduled time of the Special Meeting so noticed above; and posted twenty-four (24) hours prior to the time of the Special Meeting at the usual agenda posting location of MNWD (bulletin board outside main office entrance).



**DRAFT**  
**MINUTES OF THE REGULAR MEETING OF THE**  
**ENGINEERING & OPERATIONS BOARD OF DIRECTORS OF THE**  
**MOULTON NIGUEL WATER DISTRICT**

**January 12, 2015**

A Regular Meeting of the Engineering & Operations Board of Directors of the Moulton Niguel Water District was held at the District offices, 27500 La Paz Road, Laguna Niguel, California, at 9:00 AM on January 12, 2015. There were present and participating:

**DIRECTORS**

Duane Cave	Director
Scott Colton	Director
Richard Fiore	Director
Donald Froelich	President
Gary Kurtz	Director
Larry Lizotte	Director
Brian Probolsky	Vice President

Also present and participating were:

**STAFF MEMBERS, LEGAL COUNSEL, AND MEMBERS OF THE PUBLIC**

Joone Lopez	General Manager
Matt Collings	Assistant General Manager
Marc Serna	Director of Engineering & Operations
Gina Hillary	Director of Human Resources
Kelly Winsor	Assistant to the General Manager
Pat Giannone	Bowie, Arneson, Wiles & Giannone
Paige Gulck	Board Secretary
Vivian Lim	Recording Secretary
Eva Plajzer	MNWD
Megan Geer	MNWD
Drew Atwater	MNWD
Ruth Zintzun	MNWD
Mark Mountford	MNWD
Adrian Tasso	MNWD
Todd Dmytryshyn	MNWD
Megan Schneider	MNWD
Rod Woods	MNWD
Ray McDowell	MNWD

## #2.

### 1. CALL MEETING TO ORDER

*The meeting was called to order by Scott Colton at 9:00 a.m.*

### 2. APPROVE THE MINUTES OF THE DECEMBER 15, 2014 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING

*MOTION DULY MADE BY GARY KURTZ AND SECONDED BY DUANE CAVE, MINUTES OF THE DECEMBER 15, 2014 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING WERE APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, SCOTT COLTON, DONALD FROELICH, GARY KURTZ, LARRY LIZOTTE, AND BRIAN PROBOLSKY ALL VOTING AYE. DIRECTOR RICHARD FIORE ABSTAINED.*

### 3. PUBLIC COMMENTS

*None.*

## DISCUSSION ITEMS

### 4. USBR WaterSMART Grant for AMI Implementation Program Phase I

*Matt Collings provided details on the WaterSMART grant. It was recommended that the Board of Directors adopt the resolution entitled, "Authorizing 2015 Watersmart Water and Energy Efficiency Grant Application to United States Bureau of Reclamation and Authorizing the General Manager to Develop a Grant Agreement for the Moulton Niguel Water District Advanced Meter Infrastructure Implementation Program Phase I." Discussion ensued regarding the application process, project parameters, meter technology, and cost.*

### 5. Amendment to Diversion Agreement with County of Orange

*Eva Plajzer provided details on the agreement. An updated agreement was provided. It was recommended that the Board of Directors approve the Second Amendment to the Diversion Agreement subject to non-substantive changes approved by the General Manager and Legal Counsel; and authorize the General Manager to execute the Amendment. Discussion ensued regarding cost of service.*

### 6. License for Sewer Connection with City of San Juan Capistrano

*Eva Plajzer provided details regarding the license agreement for the City's public park and recreational facilities. It was recommended that the Board of Directors approve the License Agreement subject to non-substantive changes approved by the General Manager and Legal Counsel; and authorize the General Manager to execute the Agreement. Discussion ensued regarding connection fees and flow generation.*

7. Generator Installation at Five Sites Construction Contract Award

*Eva Plajzer provided details on the construction contract. A Capital Improvement Program Budget Summary handout was provided. It was recommended that the Board of Directors award the construction services contract for Generator Installation at Five Sites, Project Nos. 2012.028, 2012.029, 2012.030, 2012.031, and 2012.033 to S.S. Mechanical Corporation, in the amount of \$258,930; authorize the General Manager to execute the contract; authorize the General Manager or designee to approve change orders up to 10% of the contract value; and approve the resolution entitled, "Approving Revised Budget and Appropriations for Funds 7 and 14 of Fiscal Year 2014-15 Capital Improvement Program Budget." Discussion ensued regarding the bids and project budget.*

8. Upper Salada Header Construction Contract Award

*Eva Plajzer provided details on the construction contract. It was recommended that the Board of Directors award the construction services contract for Upper Salada Lift Station Header Replacement Project No. 2014.006 to Schuler Engineering Corporation, in the amount of \$89,421; authorize the General Manager to execute the contract; and authorize the General Manager or designee to approve change orders up to 10% of the contract value. Discussion ensued regarding the bids and project budget.*

9. Beacon Hill Pump Replacement Construction Contract Award

*Marc Serna provided details on the construction contract. It was recommended that the Board of Directors reject all bids for the Beacon Hill Pump Station High-Flow Pump and Gas Engine Drive Replacement, Project No. 2012.009. Discussion ensued regarding the list of bids and reasons for rejection.*

10. Del Avion Wet Well Coating Construction Contract Award

*Marc Serna provided details on the construction contract. It was recommended that the Board of Directors reject all bids for the Del Avion Lift Station Wet Well Coating Rehabilitation, Project No. 2014.003. Discussion ensued regarding the list of bids and reasons for rejection.*

**INFORMATION ITEMS**

11. January 2015 Private Development Status

*Mark Mountford provided a status report on private developments. Discussion ensued regarding increases in development and water demand, water supply assessments, and the will serve process.*

12. Quarterly Construction Progress Report

*Joone Lopez stated that the Quarterly Construction Progress Report was attached for*

**#2.**

*review.*

**13. Late Items (Appropriate Findings to be Made)**

*Staff has none.*

**ADJOURNMENT**

*The meeting was adjourned at 10:49 a.m.*

Respectfully submitted,

Vivian Lim  
Recording Secretary

DRAFT



## Moulton Niguel Water District

### STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** February 17, 2015

**FROM:** Marc Serna, Director of Engineering and Operations  
Eva Plajzer, Assistant Director of Engineering

**SUBJECT:** Joint Regional Wastewater Treatment Plant Agreement Amendment

**DIVISION:** District-wide

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### SUMMARY:

Issue: Addendum 1 to Amendment No. 6 to Project Committee No. 17 Agreement is required to facilitate construction of a District communication pole at the Joint Regional Wastewater Treatment Plant for the wireless network project.

Recommendation: It is recommended that the Board of Directors approve Addendum 1 to Amendment No. 6 of the “Agreement for Construction, Use, Operation, Maintenance, Repair, and Replacement of Joint Regional Wastewater Treatment Plant Reclamation Sludge Solids Handling Facility on Behalf of Project Committee No. 17, Aliso Water Management Agency” subject to non-substantive changes approved by the General Manager and Legal Counsel; and authorize the General Manager to execute the Agreement.

Fiscal Impact: Project No. 2006.038 has an approved project budget of \$2,100,781. The cost-to-date for installation of the first two phases and engineering services on the final phase is \$1,551,117.

### BACKGROUND:

In 2006, the Moulton Niguel Water District (District) initiated the wireless network project to convert from digital lines. When completed, this project will give the District increased communication speed, capacity and provide a reliable and independent communication channel between the various District facilities via the Supervisory Control and Data Acquisition (SCADA) system. This system will also allow for video surveillance at remote sites, provide wireless hot spots at District facilities, and mobile

## #5.

### Joint Regional Wastewater Treatment Plant Agreement Amendment

February 17, 2015

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communication to facilities, as required by the District. In addition, the annual fee of \$86,000 in leased capacity that the District currently pays to AT&T will be discontinued.

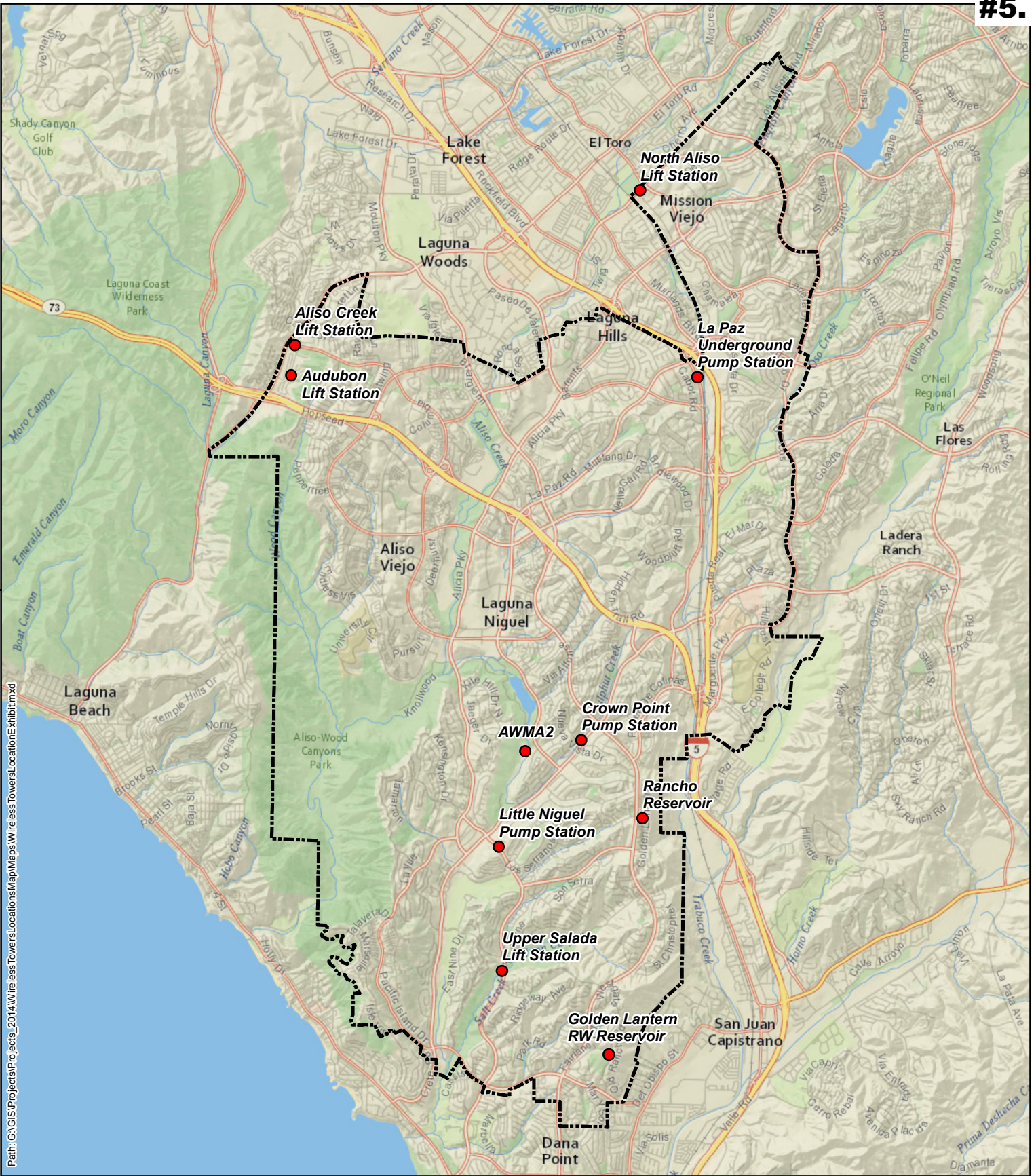
Two previous phases of the projects completed a significant portion of the network. Communication equipment has been installed at 56 sites to date. The final phase will complete the implementation of the overall project. To complete the project, 10 locations require telecommunication improvements. One of the locations is at the Joint Regional Wastewater Treatment Plant (JRWWTP).

#### **DISCUSSION:**

Staff is completing the preparation of construction and environmental documents. As part of preparation of construction documents, staff coordinated review of construction documents with South Orange County Wastewater Authority (SOCWA). During the review, it was determined that an addendum to the agreement for District facilities at the JRWWTP was needed in order to construct the communication pole. District staff and legal counsel worked together with SOCWA staff to develop the attached addendum.

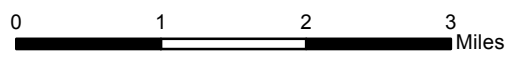
Attachments: 1. Exhibit A: Pole Location Map  
2. Exhibit B: Addendum 1





Path: G:\GIS\Projects\Projects\_2014\Wireless Towers\Locations\Map\Wireless Towers\Location Exhibit.mxd

- Wireless Towers
- District Boundary



Scale: 1:84,000

**Exhibit A**  
**Wireless Towers**  
**Location Map**

**ADDENDUM 1**

to

**AMENDMENT NO. 6 to “AGREEMENT FOR CONSTRUCTION, USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF JOINT REGIONAL WASTEWATER TREATMENT PLANT RECLAMATION SLUDGE SOLIDS HANDLING FACILITY ON BEHALF OF PROJECT COMMITTEE NO. 17, ALISO WATER MANAGEMENT AGENCY” (dated July 25, 1994)**

This Addendum 1 to Amendment No. 6 is made and entered into this \_\_\_ day of **January, 2015**, by and between **SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (SOCWA)**, a joint powers agency formed under and pursuant to California Government Code Section 6500 *et seq.* and that certain "JOINT EXERCISE OF POWERS AGREEMENT CREATING SOUTH ORANGE COUNTY WASTEWATER AUTHORITY Orange County, California (SOCWA) AND TERMINATING ALISO WATER MANAGEMENT AGENCY, SOUTH EAST REGIONAL RECLAMATION AUTHORITY, SOUTH ORANGE COUNTY RECLAMATION AUTHORITY" dated July 1, 2001 (“SOCWA JPA”) on behalf of its Project Committee No. 17, and with the Project Committee No. 17 participating agencies, **MOULTON NIGUEL WATER DISTRICT (MNWD), SOUTH COAST WATER DISTRICT (SCWD), EL TORO WATER DISTRICT (ETWD), EMERALD BAY SERVICE DISTRICT (EBSD), CITY OF LAGUNA BEACH (CLB) and IRVINE RANCH WATER DISTRICT (IRWD)**. SOCWA, MNWD, SCWD, ETWD, EBSD, CLB and IRWD are sometimes collectively referred to in this Addendum 1 as “parties,” or individually as “party.”

**RECITALS**

A. AWMA formed Project Committee No. 17 in order to provide for AWMA’s construction and operation of the AWMA Joint Regional Treatment Plant (“JRTP”) and entered into the that certain project agreement entitled "Agreement for Design of Regional Sludge Solids Plant and Moulton-Niguel Water District Reclamation Facility on Behalf of Project Committee No. 17, Aliso Water Management Agency," dated November 21, 1978, and various amendments thereto to provide for the design, construction and operation of the JRTP (as amended to date, the PC 17 Agreement”). Project Committee No. 17 (PC 17) previously authorized the expansion, and construction, operation and maintenance, of MNWD’s Advanced Wastewater Treatment (AWT) Facilities (“AWT Facilities” or “Reclamation Expansion Project”) at the JRTP under Amendment No. 6.

B. In 2001, the agency members of AWMA, SERRA and SOCRA brought together and combined these Joint Powers Authorities into one joint powers entity, known as South Orange County Wastewater Authority (SOCWA). Pursuant to the terms of the SOCWA JPA, SOCWA assumed the rights and obligations of AWMA, and as the successor entity assumed all Project Committees, including Project Committee No. 17. SOCWA is the current contract operator for the MNWD AWT Facilities as successor to AWMA which assumed operation and maintenance of the JRTP in 1992.

B. MNWD has requested SOCWA/PC 17’s approval to install one 50 ft. communications pole/tower along with related appurtenant facilities on site at the JRTP at the location depicted in

## #5.

Exhibit 1 to this Addendum 1 (hereinafter the “wireless system pole”), as an additional facility for inclusion in the AWT Facilities/Reclamation Expansion Project related to the MNWD recycled water pump station located on the JRTP site. The wireless system pole is part of a water/sewer system-wide communications network undertaken by MNWD.

C. The terms of Amendment No. 6 approved the description summary and physical layout for the AWT Facilities on Exhibits A and B thereto, and the terms in Section 5 also allowed for project modifications prior to or during the course of construction in accordance with the process set forth in Section 5. However, there are no terms in Amendment No. 6 which address subsequent modifications to the AWT Facilities from the ‘footprint’ as originally contemplated (outside of repair and replacement to the AWT Facilities), including an additional structure like the wireless system pole.

E. In order to permit the construction and installation of the wireless system pole, and have all the terms and conditions of Amendment No. 6 apply with respect to that added facility, including MNWD’s indemnification obligation related to the AWT Facilities, and in order to facilitate future modifications to the AWT Facilities efficiently using a process applied to other member agency AWT projects at SOCWA treatment plants, the parties will enter into this Addendum 1 to Amendment No. 6.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **AGREEMENT**

**Section 1.** For the purposes of this Addendum 1 to Amendment No. 6, references to AWMA hereinafter shall mean and be one and the same as references to SOCWA as the successor in interest to AWMA.

**Section 2.** The installation of the wireless system pole as depicted and described in Exhibit 1 to this Addendum 1 is hereby approved by SOCWA/PC 17, to become part of the AWT Facilities/Reclamation Expansion Project under Amendment No. 6, and subject to all the terms and conditions set forth therein, as amended hereunder.

**Section 2.** Section 5.1 of Amendment No. 6 is hereby added to Section 5, as follows:

“5.1. Future Modifications. Any future modifications to the Reclamation Project after completion, including after commencement of operations of the Reclamation Project, from the project and location as described in Exhibits A (Project Description) and B (Schematic of Project Components) shall be subject to the prior written approval of the SOCWA General Manager which shall not be unreasonably withheld or delayed. SOCWA shall provide its response and comments to MNWD within forty-five (45) days after receipt of plans and specifications or a written description of such change. In the event of disapproval of any proposed modification or failure to act upon the request of MNWD for approval of a modification by the SOCWA General Manager, MNWD shall have the right to have a special meeting of PC 17 convened within 72

hours for purposes of making a final determination and decision on the request. All terms, conditions and MNWD obligations that apply to the Reclamation Project shall apply to any modifications.”

**Section 3.** Other than the addition of Section 5.1 to Amendment No. 6, all other covenants, terms and conditions set forth in the Amendment No. 6 shall be and remain the same.

**Section 4.** In the event of any conflict between the terms of this Addendum 1 and Amendment No. 6, the terms herein shall control.

**Section 5.** Exhibit 1 is attached hereto are incorporated into this Addendum 1 as though fully set forth. The Recitals are true and correct and incorporated in the agreement terms by this reference.

**Section 6.** This Addendum 1 shall be effective upon execution by all parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum 1 to Amendment No. 6 to the PC 17 Agreement to be executed as of the day and year first above written.

**SOUTH ORANGE COUNTY WASTEWATER  
AUTHORITY (for Project Committee No. 17)**

By \_\_\_\_\_  
Chairman

Dated:

By \_\_\_\_\_  
Secretary

**MOULTON NIGUEL WATER DISTRICT**

By \_\_\_\_\_  
President

Dated:

By \_\_\_\_\_  
Secretary

**#5.**

**SOUTH COAST WATER DISTRICT**

By \_\_\_\_\_  
President

Dated:

By \_\_\_\_\_  
Secretary

**IRVINE RANCH WATER DISTRICT**

By \_\_\_\_\_  
President

Dated:

By \_\_\_\_\_  
Secretary

**EMERALD BAY SERVICE DISTRICT**

By \_\_\_\_\_  
President

Dated:

By \_\_\_\_\_  
Secretary

**EL TORO WATER DISTRICT**

By \_\_\_\_\_  
President

Dated:

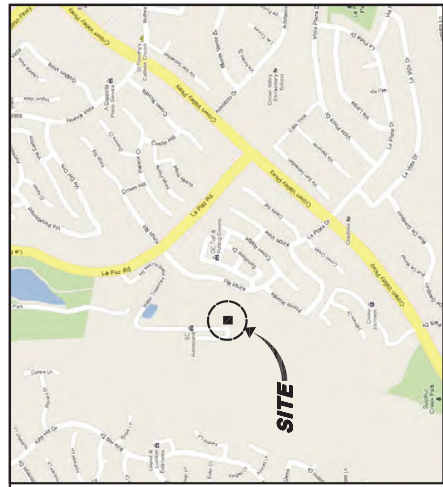
By \_\_\_\_\_  
Secretary

**CITY OF LAGUNA BEACH**

By \_\_\_\_\_  
Mayor

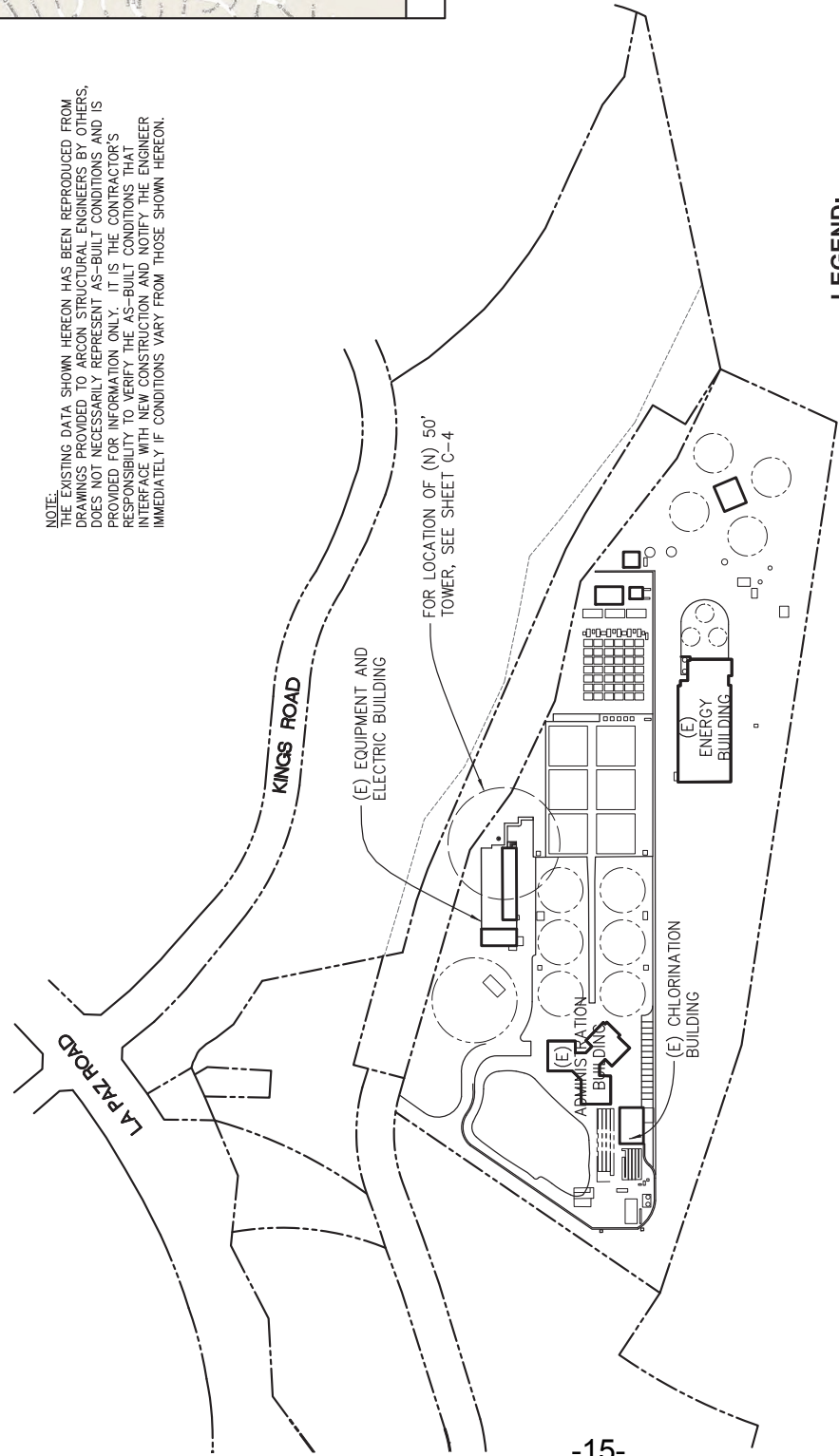
Dated:

Attest \_\_\_\_\_  
City Clerk

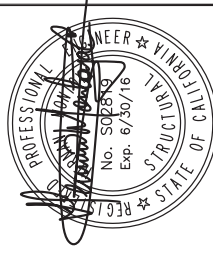


VICINITY MAP

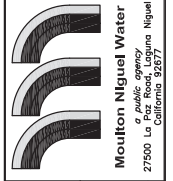
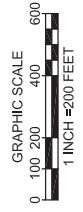
NOTE:  
THE EXISTING DATA SHOWN HEREON HAS BEEN REPRODUCED FROM DRAWINGS PROVIDED TO ARCON STRUCTURAL ENGINEERS BY OTHERS, DOES NOT NECESSARILY REPRESENT AS-BUILT CONDITIONS AND IS PROVIDED FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE AS-BUILT CONDITIONS THAT INTERFACE WITH NEW CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONDITIONS VARY FROM THOSE SHOWN HEREON.



- LEGEND:**
- (E) INDICATES EXISTING CONSTRUCTION
  - (N) INDICATES NEW CONSTRUCTION
  - INDICATES (E) BUILDING
  - - - INDICATES (E) PROPERTY LINE
  - INDICATES (E) ABOVE GRADE CONSTRUCTION



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**ARCON**  
STRUCTURAL ENGINEERS, INC.  
2391 QUINCY DRIVE, SUITE E, IRVINE, CALIFORNIA 92614  
TEL: 949.261.1234 FAX: 949.261.1235

PLANS PREPARED UNDER THE SUPERVISION OF:  
HERNAN MONTOYA RSE S02819 EXP: 06/30/12

REV	DATE	APPD	DATE	ENGR	DATE	DESCRIPTION

**Moulton Niguel Water District**  
CONTRACT NO. 2006-038

**TOWERS FOR WIRELESS NETWORK**

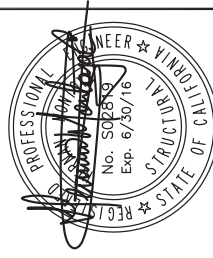
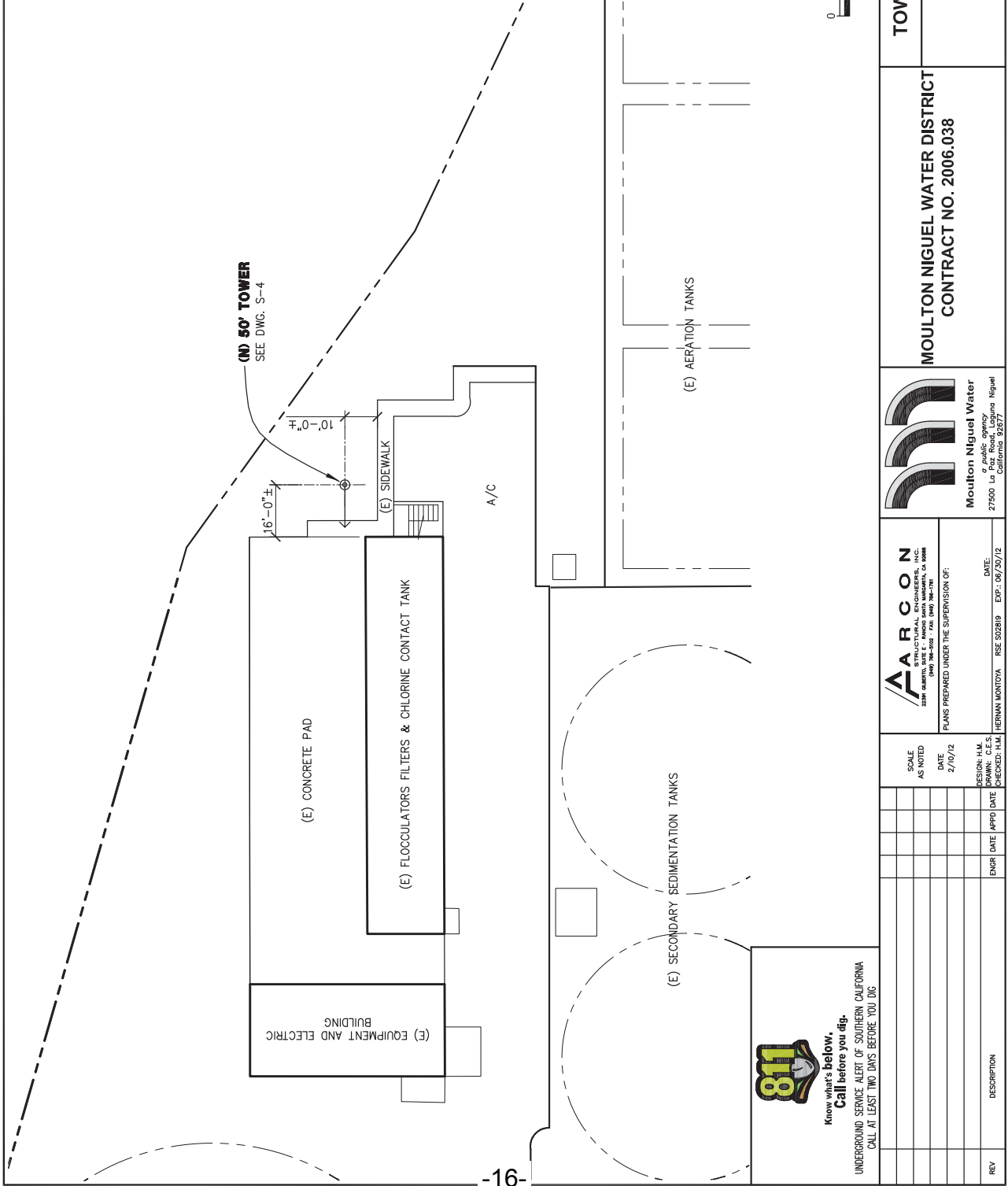
AWMA 2  
SITE NO. 8  
SITE PLAN

DRAWING: C-3  
PROJECT No.:  
SHEET 6 OF 23

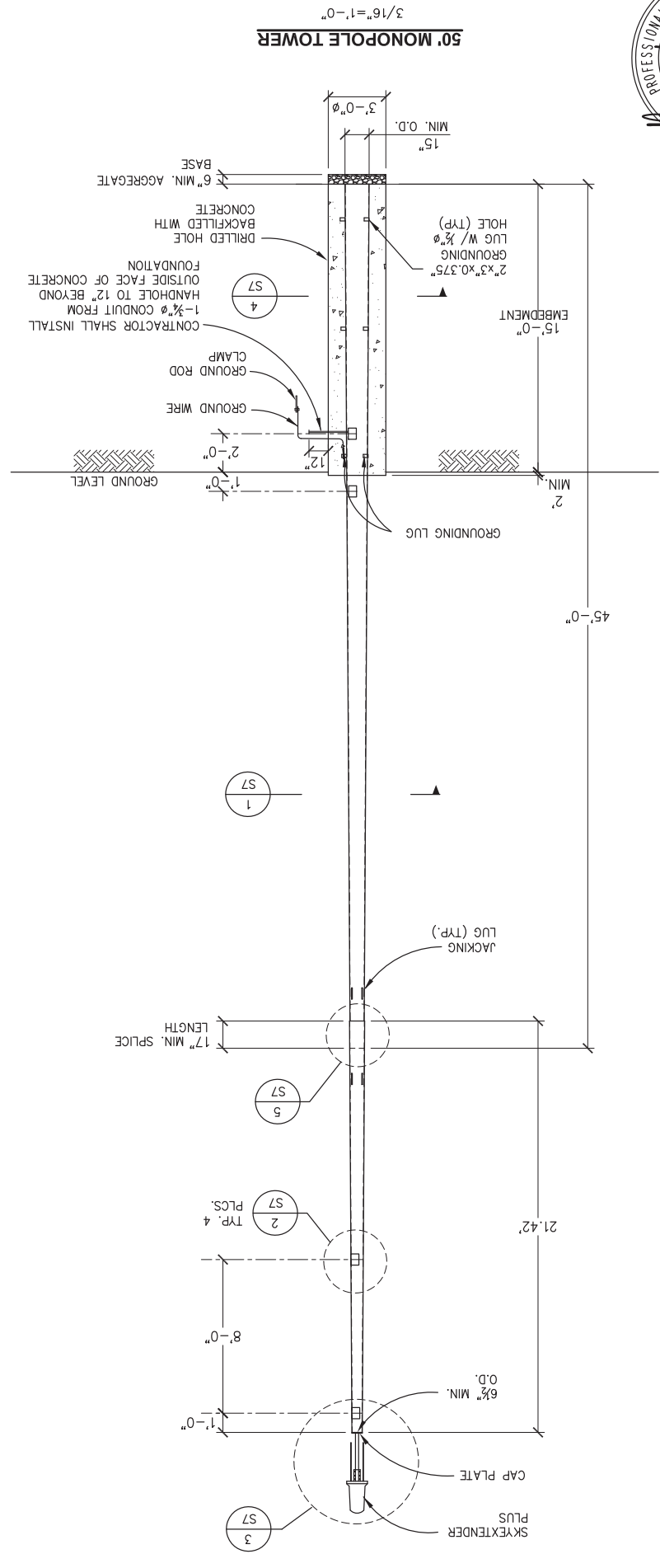
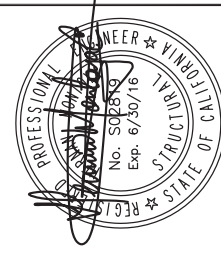
NOTE: THE EXISTING DATA SHOWN HEREON HAS BEEN REPRODUCED FROM DRAWINGS PROVIDED TO ARCON STRUCTURAL ENGINEERS BY OTHERS, DOES NOT NECESSARILY REPRESENT AS-BUILT CONDITIONS AND IS PROVIDED FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE AS-BUILT CONDITIONS THAT INTERFACE WITH NEW CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONDITIONS VARY FROM THOSE SHOWN HEREON.

**LEGEND:**

- (E) INDICATES EXISTING CONSTRUCTION
- (N) INDICATES NEW CONSTRUCTION
- A/C INDICATES (E) ASPHALT PAVING
- INDICATES (E) PROPERTY LINE
- INDICATES (E) ASPHALT
- - - INDICATES (E) BUILDING
- INDICATES (E) ABOVE GRADE CONSTRUCTION
- INDICATES DIRECTION OF ANTENNA AXIS PLATE (CONFIRM EXACT DIRECTION W/ MNWD)



				PLANS PREPARED UNDER THE SUPERVISION OF: HERNAN MONTOYA RSE S02819 EXP. 06/30/12		DESIGN: H.M. DRAWN: C.E.S. CHECKED: H.M.		DATE: 2/10/12		Moulton Niguel Water 27500 La Paz Road, Laguna Niguel California 92677		MOULTON NIGUEL WATER DISTRICT CONTRACT NO. 2006.038		TOWERS FOR WIRELESS NETWORK AWMA 2 SITE NO. 8 SITE PLAN		DRAWING: C-4 PROJECT No.		SHEET 7 OF 23	
REV	DESCRIPTION	ENGR	DATE	APPD	DATE	ENGR	DATE	APPD	DATE	ENGR	DATE	APPD	DATE	ENGR	DATE	APPD	DATE		



50' MONOPOLE TOWER

DRAWING: S-4		PROJECT NO.:		SHEET 19 OF 23	
TOWERS FOR WIRELESS NETWORK		50' MONOPOLE TOWER			
MOULTON NIGUEL WATER DISTRICT CONTRACT NO. 2006.038		<p>Moulton Niguel Water 27500 La Paz Road, Laguna Niguel California 92677</p>			
<p>AARCON 2201 QUINCY AVE. # 1000 SANTA MONICA, CA 90404</p>		<p>PLANS PREPARED UNDER THE SUPERVISION OF: HERNAN MONTOYA RSE 50289 EXP. 06/30/12</p>			
SCALE AS NOTED		DATE 2/10/12		DESIGN: H.M. DRAWN: C.E.S. CHECKED: H.M.	
REV	DESCRIPTION	ENGR	DATE	APPD	DATE

**188**  
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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA  
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# Moulton Niguel Water District

## STAFF REPORT

**TO:** Board of Directors                      **MEETING DATE:** February 17, 2015

**FROM:** Matt Collings, Assistant General Manager

**SUBJECT:** Amendment to Professional Services Agreement for Strategic Real Estate Consulting

**DIVISION:** District-wide

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### SUMMARY:

Issue: Staff negotiated Amendment No. 3 for a scope and fee change to the agreement for the Professional Services with StarPointe Ventures.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 3 to the Professional Services Agreement with StarPointe Ventures valued at \$72,000 for a total not-to-exceed contract amount of \$135,200; and authorize the General Manager to execute the Amendment.

Fiscal Impact: Sufficient funds have been included in the Fiscal Year 2014-15 budget for these services.

### BACKGROUND:

The District is investigating options for implementing improvements to the Operations Facilities, Main Office and Plant 2A. As part of the analysis, the District contracted with StarPointe Ventures to provide strategic real estate consulting services, including entitlement review and planning, and meeting with planning entities to review options.

### DISCUSSION:

The District entered into the original agreement with StarPointe in May 2014 for a not-to-exceed amount of \$36,000 under the General Manager’s signing authority. The Board was informed about contracting with StarPointe prior to the execution of the agreement. To date, there have been two amendments to the contract, totaling a not-

## #6.

Amendment to Professional Services Agreement for Strategic Real Estate Consulting

February 17, 2015

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to-exceed amount of \$27,200. The contract lapsed as of December 31, 2014; however, there are sufficient funds remaining to cover January and a portion of February 2015. The agreement terms include a flat monthly rate of \$6,000 per month with additional subconsulting services for \$15,200. The subconsulting services include land planning and civil engineering work.

District staff recommends extending the term of the contract to December 31, 2015, at a cost of \$72,000 (12 months at \$6,000 per month). The total contract value upon execution of the Amendment No. 3 is \$135,200. The contract may be terminated within 10 days should the District no longer require the services of StarPointe Ventures.

### Attachments:

1. Draft Starpointe Amendment No. 3
2. Starpointe Amendment No. 2
3. Starpointe Amendment No. 1
4. Professional Services Agreement with Starpointe

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MOULTON NIGUEL WATER DISTRICT AND  
STARPOINTE VENTURES; CONTRACT NO. OM13-14.035**

This Amendment No. 3 (this "Amendment") is entered into and effective as of \_\_\_\_\_, 2015, amending the Professional Services Agreement, dated May 14, 2014 (the "Agreement"), by and between the Moulton Niguel Water District ("MNWD"), and Starpointe Ventures ("Consultant") (collectively, the "Parties") for strategic real estate consulting services.

**RECITALS**

A. On October 30, 2014, the Parties executed Amendment No. 2 to extend the Agreement through December 31, 2014 and increase the contract amount to a not-to-exceed agreement total of \$63,200.

B. The Parties desire to extend the Agreement for an additional twelve month term at the same payment terms set forth in Amendment No. 1 to the Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, MNWD and Consultant agree as follows:

1. The Agreement term is hereby extended through December 31, 2015.

2. Payment under this Amendment shall be paid in accordance with the monthly payment and additional services terms set forth in Amendment No. 1. All payments for services associated with this Amendment shall not exceed the amount of **Seventy-Two Thousand Dollars (\$72,000)**.

3. The Parties agree that the total Agreement amount, including this Amendment and all prior amendments, shall not exceed One-Hundred Thirty-Five Thousand Two Hundred Dollars (\$135,200).

4. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and previous amendments and this Amendment, the terms of this Amendment shall control.

5. All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

6. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

STARPOINTE VENTURES

MOULTON NIGUEL WATER  
DISTRICT, a California Water District

By:

By:

\_\_\_\_\_

\_\_\_\_\_

(sign here)

General Manager

\_\_\_\_\_

(print name/title)

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MOULTON NIGUEL WATER DISTRICT AND  
STARPOINTE VENTURES; CONTRACT NO. OM13-14.035**

This Amendment No. 2 (this "Amendment") is entered into and effective as of October 2, 2014, amending the Professional Services Agreement, dated May 14, 2014 (the "Agreement"), by and between the Moulton Niguel Water District ("MNWD"), and Starpointe Ventures ("Consultant") (collectively, the "Parties") for strategic real estate consulting services.

**RECITALS**

A. On June 30, 2014, the Parties executed Amendment No. 1 to extend the Agreement through September 30, 2014 and increase the contract amount to a not-to-exceed agreement total of \$43,200.

B. The Parties desire to extend the Agreement for an additional three month term at the same payment terms set forth in Amendment No. 1 to the Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, MNWD and Consultant agree as follows:

1. The Agreement term is hereby extended through December 31, 2014.
2. Payment under this Amendment shall be paid in accordance with the monthly payment and additional services terms set forth in Amendment No. 1. All payments for services associated with this Amendment shall not exceed the amount of **Twenty Thousand Dollars (\$20,000)**.
3. The Parties agree that the total Agreement amount, including this Amendment and all prior amendments, shall not exceed Sixty-Three Thousand Two Hundred Dollars (\$63,200).
4. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and previous amendments and this Amendment, the terms of this Amendment shall control.
5. All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.
6. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

STARPOINTE VENTURES

By: T. Strader  
(sign here)  
TIM STRADER JR.  
(print name/title)

MOULTON NIGUEL WATER DISTRICT, a California Water District

By: [Signature]  
General Manager

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MOULTON NIGUEL WATER DISTRICT AND  
STARPOINTE VENTURES; CONTRACT NO. OM13-14.035**

This Amendment No. 1 (this "Amendment") is entered into and effective as of June 30, 2014, amending the Professional Services Agreement, dated May 14, 2014 (the "Agreement"), by and between the Moulton Niguel Water District ("MNWD"), and Starpointe Ventures ("Consultant") (collectively, the "Parties") for strategic real estate consulting services.

**RECITALS**

- A. On May 14, 2014, the Parties entered into the Agreement for strategic real estate services to be performed through October 31, 2014 for a not-to-exceed amount of \$36,000; and
- B. The Parties desire to supplement the Agreement's scope of work and Consultant's performance of services to provide digital mapping and site studies; and
- C. The Parties have negotiated and agreed to a supplemental scope of work and related fees schedule, which is attached hereto and incorporated herein by this reference as Exhibit A-1, Supplemental Scope of Work and Fees.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, MNWD and Consultant agree as follows:

1. Amendment to Section 3.1, Compensation for Services. Section 3.1 shall be amended in its entirety and replaced with the following:

In consideration for providing the Services, MNWD agrees to compensate Consultant up to a not-to-exceed maximum Agreement amount of **Forty-Three Thousand Two Hundred Dollars (\$43,200.00)**, which is inclusive of all labor costs, direct costs and expenses. Consultant shall be compensated on a monthly flat fee basis at a rate of Six Thousand Dollars (\$6,000.00) per month for the Services defined in Exhibit A. Additional services as agreed upon by written amendment between the Parties shall be invoiced by Consultant on a monthly basis and paid by MNWD pursuant to the terms of the applicable amendment.

2. Amendment to Section 4.1 Term. Section 4.1 shall be deleted in its entirety and replaced with the following:

This Agreement shall commence on the Effective Date and continue through September 30, 2014 (the "Expiration Date") unless terminated earlier pursuant to Section VIII of this Agreement.

3. Addition of Exhibit A-1, Supplemental Scope of Work. Exhibit A-1, is added to the terms of the Agreement by reference. The services detailed in Exhibit A-1 shall be included in the definition of Services under the Agreement.

4. Authorization of Subconsultants.

a. Consultant is hereby authorized by MNWD to subcontract certain of its Services

to the subconsultants referenced on the attached Exhibit B, List of Approved Subconsultants, which is incorporated herein by this reference.

b. Consultant is as responsible to MNWD for the acts and omissions of its subconsultants as it is for persons directly employed by Consultant. Nothing contained in this Amendment or the Agreement creates any contractual relationship between any of Consultant's subconsultants and MNWD.

c. Consultant's subconsultants are required to maintain insurance policies in accordance with all terms, conditions and requirements under Section VII of the Agreement throughout the term of the Agreement and any Amendment. Additionally, each of Consultant's subconsultants shall maintain throughout the term of the Agreement an occurrence-based professional liability (errors and omissions) policy providing coverage of not less than One Million Dollars (\$1,000,000) for each claim and in annual aggregate. Consultant shall provide evidence of subconsultants' insurance coverages, including but not limited to additional insured endorsements, as required under Section VII of the Agreement prior to any subconsultant commencing Services.

d. Subconsulting fees shall be billed by Consultant as a pass-through cost to MNWD without mark-up.

- 5. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and previous amendments and this Amendment, the terms of this Amendment shall control.
- 6. All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

STARPOINTE VENTURES

MOULTON NIGUEL WATER DISTRICT, a  
California Water District

By:

Tim Strader Jr.

(Sign here)

TIM STRADER JR.

Name

PRESIDENT

Title

By: Joone Lopez

Joone Lopez

General Manager

**EXHIBIT A-1**

**SUPPLEMENTAL SCOPE OF WORK AND FEES**

MNWD requires digital mapping and site studies in connection with its strategic planning and evaluation of a new headquarters. Consultant has agreed to coordinate with its subconsultants to provide the following services to MNWD:

I. Digital Engineering Base Mapping Services

A. Scope:

1. Record Digital Base Map and Constraints Map: Research record information with the City of Irvine and County of Orange and prepare a digital base file with the record mapping street and utility improvements information. Prepare a constraints map for the property that describes the site mapping, grading and drainage, utilities and building setbacks as required for the concept design phase. Utilities will be verified with the site survey topography as described below. Provide MNWD with digital file for its use in preliminary project design. This will include plotting the existing easements on the site as noted in the title reports. A preliminary title report will be provided by MNWD.
2. Aerial Topography Required Survey: Conduct a field survey to establish project control and to set six aerial targets for the aerial topographic flown survey described below. Coordinate with aerial topography company as required to complete the survey. All materials needed are included in the fee. Limits will be set approximately 300' outside the property as required by MNWD for context on the maps.
3. Flown Aerial Topography and Mapping: Conduct an aerial topographic survey of the entire site as shown on Attachment 1. Prepare a topographic map with a map compilation scale of 1"=40", and 1 foot contour intervals. This survey will be based on the six aerial survey targets as described above. Digital files will be provided for use by the aerial mapping consultants, and this information will be used as the existing ground topographic information in conjunction with the site specific field topographic survey described above.

B. Deliverables:

1. Record Digital Base Map and Constraints Map
2. Aerial Topography Required Survey
3. Flown Aerial Topography and Mapping

C. Completion Date: July 31, 2014.

D. Fee: \$9,200.00

E. Payment Terms: Billing for professional services and reimbursable costs will be invoiced on a monthly basis, up to the maximum fee amount listed above.

II. Residential Yield Study

A. Scope:

1. Prepare two site plans for the property generally located at the terminus of Gordon Road in the City of Laguna Hills. Using city zoning criteria, prepare yield studies under two different zoning classifications; Low Density Residential and Medium Low Density Residential. Yield studies will be based on client provided base map and will show lots, right-of ways, open space, and circulation. Accompanying each study will be a statistical summary.
2. Consultant and its subconsultant will participate in two meetings with MNWD's management team and its Board of Directors, as required by MNWD. Additional meetings will be charged based on Consultant's hourly rates.

B. Deliverables:

1. Two site plan yield studies for LDR and MLDR zoning criteria.
2. Statistical summary for each alternative.
3. Attendance at two MNWD meetings.

C. Project Completion Date: July 31, 2014.

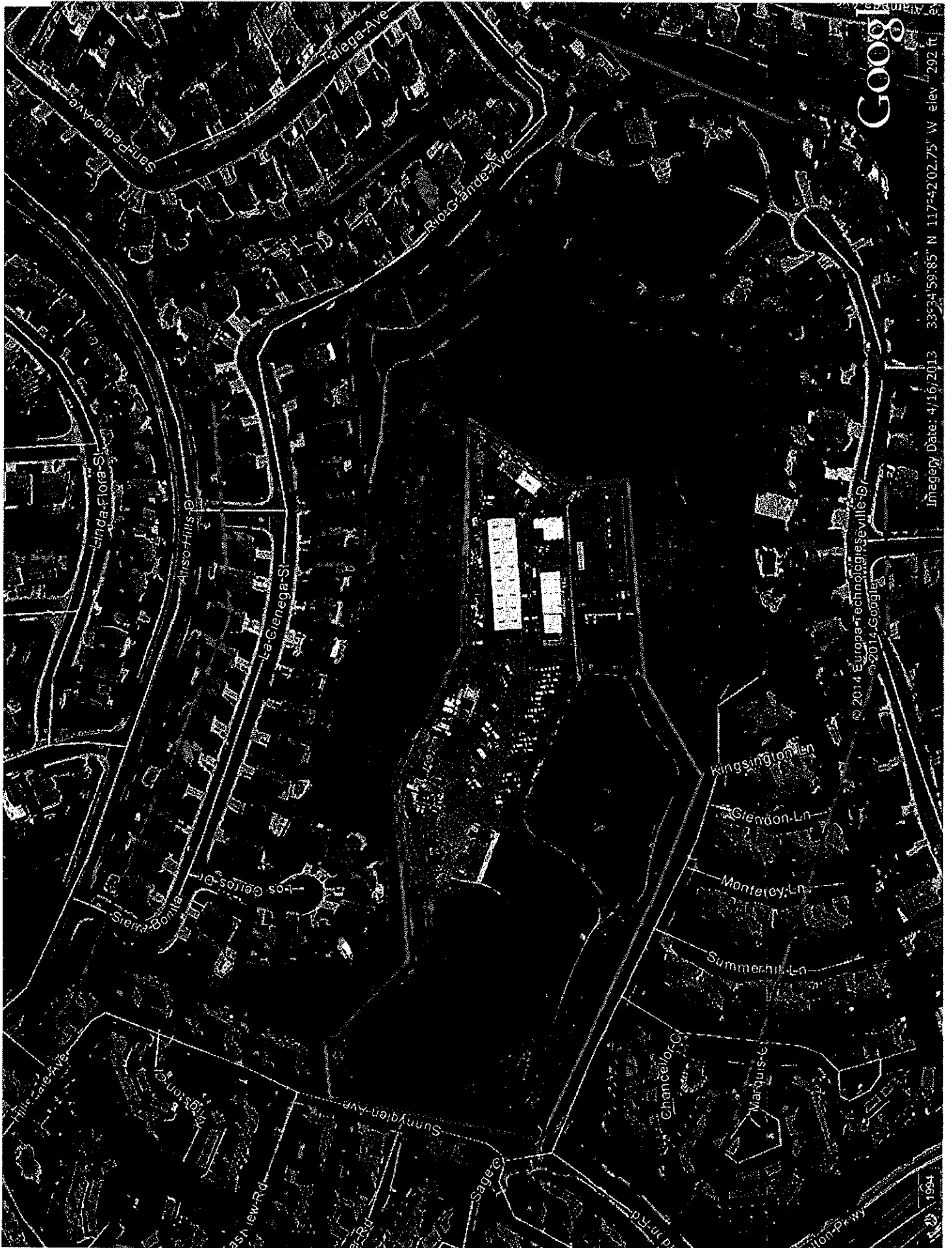
D. Fee: \$4,000.00

E. Payment Terms: Billing for professional services and reimbursable costs will be invoiced on a monthly basis, up to the maximum fee amount listed above.



**ATTACHMENT 1  
TO EXHIBIT A-1**

#6.



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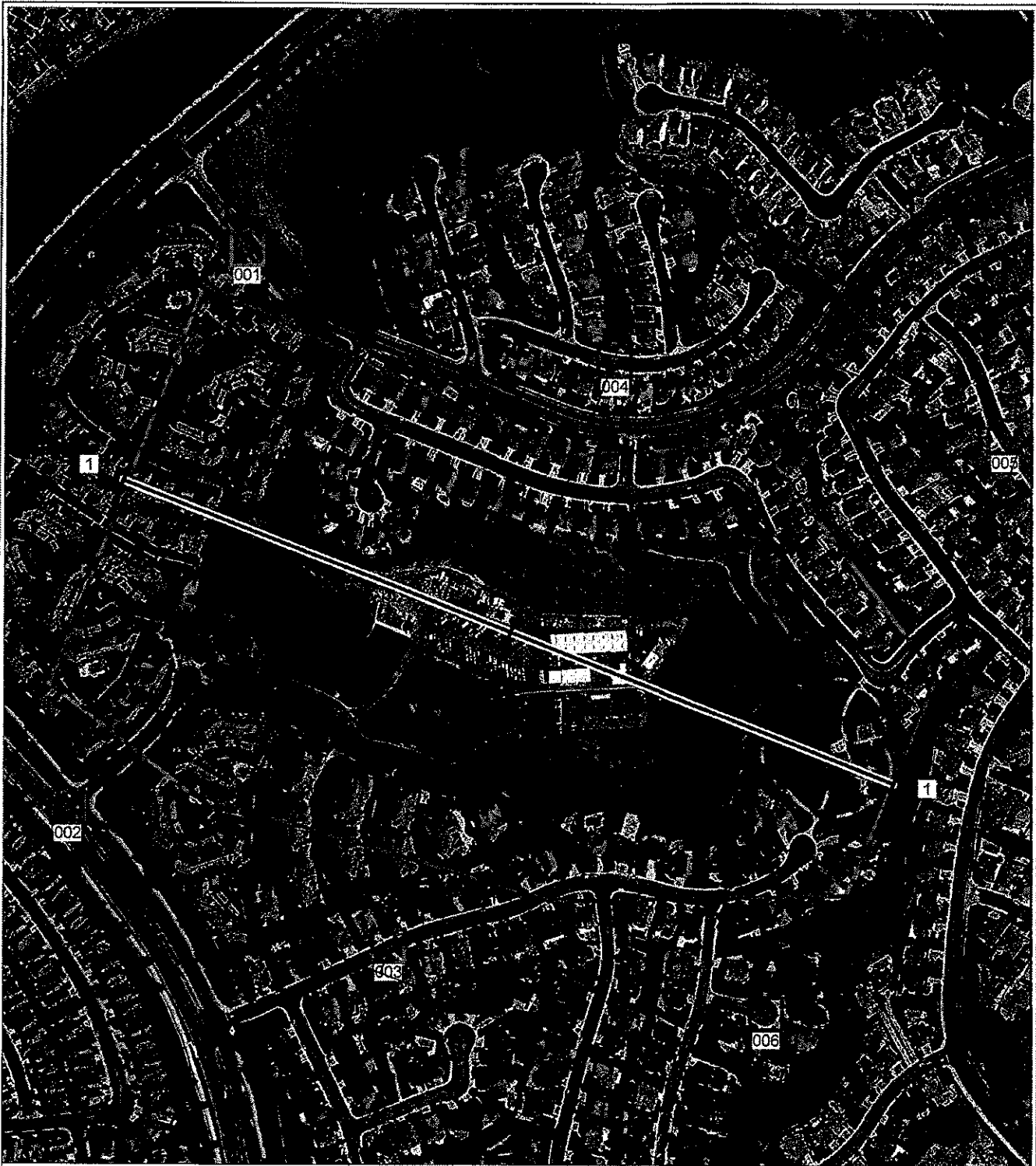
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117 41 50



### PC14423 26161 Gordon Lag Hills

423 40 scale 1 foot contours

Project No:	PC14423	Photo scale:	1/3600	Film type:	Color
Client name:	Urban Resource	Forward overlap:	60%	Pilot:	C. Lung
Plot scale:	1/4200	Total lines:	1	Navigator:	S. Young
Camera type:	RC-30	Total models:	2	Airplane:	27282
Lens type:	Wild 15-4 UAGA-F	Total photos:	3	Date planned:	6/16/2014

**#6.**

**EXHIBIT B**

**LIST OF APPROVED SUBCONSULTANTS**

Digital Engineering Base Mapping Services

Urban Resource Corporation  
23 Mauchly, Suite 110  
Irvine, CA 92618  
(949) 727-9095

Residential Yield Study

JZMK Partners  
3080 Bristol Street, Suite 650  
Costa Mesa, CA  
Phone: (714) 426-6900

**PROFESSIONAL SERVICES AGREEMENT FOR STRATEGIC  
REAL ESTATE CONSULTING BETWEEN  
MOULTON NIGUEL WATER DISTRICT AND STARPOINTE VENTURES  
CONTRACT NO. OM13-14.035**

THIS AGREEMENT (the "Agreement") is dated as of May 14th, 2014 (the "Effective Date"), by and between Starpointe Ventures, hereinafter referred to as the "CONSULTANT" and Moulton Niguel Water District hereinafter referred to as "MNWD". MNWD and CONSULTANT may sometimes be referred to in this Agreement individually as "party" and together as "parties."

In CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

**AGREEMENT**

**SECTION I – SCOPE OF CONSULTANT’S SERVICES**

Section 1.1 CONSULTANT shall perform professional services for strategic real estate sales and development consulting (the "Services") that are set forth in Exhibit A – Scope of Work (the "Scope of Work"), which is attached hereto and incorporated herein by this reference as **Exhibit A**.

Section 1.2 MNWD may request or CONSULTANT may recommend, that CONSULTANT perform work in addition to or different from that delineated in the original Scope of Work, or delete services from the Scope of Work. Upon MNWD's request for additional or changed work, CONSULTANT shall provide a cost estimate and written description of the additional or changed work. Prior to any such addition, changes, or deletion to the Scope of Work, MNWD and CONSULTANT shall negotiate an adjustment of the compensation and time for completion and shall execute a written addendum to this Agreement. Upon execution of each addendum, (i) the Scope of Work shall thereafter be as described in **Exhibit A**, respectively, as modified by the addendum and any previously executed addendum; and (ii) the time for completing the work shall be as set forth in the addendum. Following execution of any addendum, all terms and provisions of the Agreement, except as expressly modified by such addendum, shall remain in full force and effect. MNWD will not be required to pay for any additional or changed work rendered in advance of the execution of an addendum covering the additional or changed work.

**SECTION II – PERFORMANCE OF SERVICES**

Section 2.1 CONSULTANT shall provide all labor, materials, tools, equipment, supplies, utilities and transportation services required to perform the Services, subject to compliance with the Agreement requirements, and complete all Services in a thorough, professional and workmanlike manner in accordance with the generally accepted industry standards of professional real estate practices and principles, and to the satisfaction of MNWD. CONSULTANT shall have the sole and absolute discretion in determining the methods, details and means of performing the Services, and MNWD shall not have any right to direct the methods, details and means of the Services, provided that CONSULTANT must receive prior written approval from MNWD before using any subconsultants in accordance with Section 2.4 herein. In performing the Services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 2.2 CONSULTANT shall promptly notify MNWD of any anticipated delays, causes or casualties beyond CONSULTANT'S control which may affect the work schedule. In the event the time for completing the Scope of Work is projected to be exceeded due to circumstances beyond the control of CONSULTANT, CONSULTANT shall have an additional amount of time to be agreed upon in writing between the parties pursuant to Section 1.1 and an executed addendum, in which to complete the work. CONSULTANT shall not begin work on the Services pursuant to this Agreement until receipt of MNWD'S written direction to proceed. Upon receipt of such notice, CONSULTANT shall immediately commence the Services described in **Exhibit A**.

Section 2.3 CONSULTANT shall provide all personnel necessary to properly perform the Services and duties required under this Agreement, and shall at all times direct such personnel in the performance of such services and duties. Tim Strader, Jr. shall serve as CONSULTANT'S principal liaison between MNWD and CONSULTANT.

Without prior written approval of MNWD, CONSULTANT will not make any changes in CONSULTANT'S representative, in consultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Scope of Work.

Section 2.4 CONSULTANT shall not subcontract any of the Services without the prior written consent of MNWD, the authorization of which must be documented by an amendment to this Agreement, signed by both parties.

Section 2.5 MNWD shall provide or make available to CONSULTANT at no cost, all information, data, records, maps, reports, plans, equipment, or other material in its possession and other information reasonably required by CONSULTANT for carrying out the Services and duties contemplated under this Agreement.

### **SECTION III – COMPENSATION FOR SERVICES**

Section 3.1 In consideration for providing the Services, MNWD agrees to compensate CONSULTANT on a monthly flat fee basis at a rate of Six Thousand Dollars (\$6,000.00) per month with a not-to-exceed maximum Agreement amount of **Thirty-Six Thousand Dollars (\$36,000.00)** (which maximum amount is inclusive of labor costs and direct costs and expenses).

Section 3.2 Payments will be made based on monthly submittal of invoices by CONSULTANT. Invoices will include a detailed description of work completed, the number of hours worked, the hourly billing rate per individual, and the total amount due. Only one bill per month shall be submitted by CONSULTANT.

### **SECTION IV - TERM**

Section 4.1 This Agreement shall commence on the Effective Date and continue through October 31, 2014 (the "Expiration Date") unless terminated earlier pursuant to Section VIII of this Agreement.

### **SECTION V - OWNERSHIP OF DOCUMENTS**

Section 5.1 MNWD and CONSULTANT agree that all records, data, reports or other documentation prepared by CONSULTANT, in response to, or as a result of the performance of this Agreement shall be the sole property of CONSULTANT. MNWD and CONSULTANT acknowledge and agree that all records, data, reports or other documentation prepared by

CONSULTANT pursuant to this Agreement shall be retained by CONSULTANT for a period of four years after the termination or expiration of the Agreement.

#### **SECTION VI - WARRANTY/DISCLAIMER**

Section 6.1 In performing the Services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

#### **SECTION VII - INSURANCE AND INDEMNIFICATION**

Section 7.1 General/ Automobile Liability Insurance. CONSULTANT shall maintain throughout the term of this Agreement a general liability policy of insurance for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by CONSULTANT and each of their agents, representatives, or employees. Such public liability and property damage insurance (which shall cover claims, injury, death, loss or damage or accidents from the use or operation of any automobiles, trucks and/or other mobile or stationary equipment, whether owned, non-owned or hired) shall be comprehensive in form and shall be on a "per occurrence" basis in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit in a minimum amount at least twice the per occurrence limit specified in this section.

All insurance provided under this Section 7.1 shall name MNWD and its' directors, officers, employees and representatives as additional insureds under each such policy ("additional insureds") and an additional insured endorsement shall be provided in form acceptable to MNWD.

Section 7.2 Worker's Compensation. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall maintain throughout the term of this Agreement workers' compensation insurance with limits no less than the statutory limits, and Employer's Liability insurance with limits no less than One Million Dollars (\$1,000,000 ) per accident and per disease for their employees and shall file with the MNWD the certificate required by Labor Code Section 3700. The workers compensation/Employer's Liability insurance shall be endorsed with a waiver of subrogation in favor of MNWD and its' directors, officers, employees and representatives.

Section 7.3 Requirements of All Policies. All policies of insurance required under this SECTION IV shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. CONSULTANT shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of the Services. The policies required hereunder shall be endorsed to include contractual liability.

In the case of additional insured provisions, any insurance afforded the additional insureds by

## #6.

this Agreement is primary insurance as to the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the CONSULTANT'S insurance, and shall not contribute to such insurance.

Any deductibles or self-insured retentions must be declared in writing and approved by MNWD. At the option of MNWD, either: the insurance provider(s) shall reduce or eliminate such deductibles or self-insured retentions as respects the MNWD and its' directors, officers, employees and representatives; or the CONSULTANT shall provide a financial guarantee satisfactory to MNWD guaranteeing payment of losses and related investigations, claim administration and defense expenses. Maintenance of insurance coverage as specified in this Agreement is a material term of this Agreement, and any failure to maintain or renew coverage, or to provide evidence thereof, as required by the terms is a material breach of this Agreement.

### Section 7.4 Indemnification.

CONSULTANT shall indemnify, defend and hold harmless, including the cost to defend, MNWD and its' directors, officers, employees and representatives ("indemnitees") from and against all liability, claims, suits, causes of action, damages, demands, actions, losses, attorney's fees, costs and expenses (collectively referred to as "claims") (i) for personal injury, bodily injury or property damage that arise out of, pertain to, or relate to the operations and work of the CONSULTANT and its sub-consultants/subcontractors under this Agreement, (ii) to the extent caused by CONSULTANT'S or its sub-consultant's/ subcontractor's: (a) negligent acts, errors or omissions, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the services under this Agreement, or (b) breach or violation of any laws, statutes, ordinances, codes, regulations and requirements of any applicable federal, state or local government authorities or agencies; or (c) breach of any of its obligations under this Agreement.

The foregoing obligations include CONSULTANT'S obligation to defend, at its cost and expense, the indemnitees with respect to the claims, which defense shall be conducted by qualified and appropriately experienced legal counsel, and at no cost to MNWD or other indemnitees.

CONSULTANT'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by CONSULTANT hereunder.

### **SECTION VIII - TERMINATION OR ABANDONMENT**

Section 8.1 This Agreement may be terminated in whole or in part in writing by: (i) MNWD at any time, during any term or extended term, with or without cause, provided that no such termination may be effected unless MNWD provides CONSULTANT with not less than ten (10) calendar day's written notice (deliver by certified mail, return receipt requested) of its intent to terminate; or (ii) with or without cause by CONSULTANT following CONSULTANT'S satisfactory completion of its obligations under this Agreement, with not less than thirty (30) calendar days' written notice (by certified mail, return receipt requested) to MNWD of its intent to terminate. Additionally, MNWD may suspend performance by CONSULTANT of any or all services listed in the Scope of Work under this Agreement by providing written notice to CONSULTANT at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, CONSULTANT shall immediately suspend any work or services hereunder, unless otherwise instructed by MNWD in such notice.



Section 8.2 CONSULTANT shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and CONSULTANT agree that in the event MNWD suspends or terminates performance by CONSULTANT for any cause other than the intentional or negligent error or omission of CONSULTANT, CONSULTANT shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under SECTION III of this Agreement.

Section 8.3 In the event of any suspension or termination herein, MNWD shall have the right to take possession and shall immediately own all original reports and other documents developed for that portion of the work completed and/or being suspended or abandoned.

## **SECTION IX - CONFIDENTIALITY**

Section 9.1 CONSULTANT understands that all documents, records, reports, data or other materials (collectively "Materials") provided by MNWD to CONSULTANT pursuant to this Agreement, including but not limited to draft reports, final reports and all data, information, documents, graphic displays and other items that are not proprietary to CONSULTANT and that are utilized or produced by CONSULTANT pursuant to this Agreement are to be considered confidential for all purposes.

Section 9.2 CONSULTANT shall be responsible for protecting the confidentiality and maintaining the security of Materials and records in its possession. All Materials shall be deemed confidential and shall remain the property of MNWD. CONSULTANT understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or subconsultants will release, disseminate, or otherwise publish said Materials except as provided herein or as authorized, in writing, by MNWD. CONSULTANT agrees not to make use of such Materials for any purpose not related to the performance of the Services under this Agreement. CONSULTANT shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the prior written approval of MNWD. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in the Agreement or as provided by law.

Section 9.3 All confidential Materials saved or stored by CONSULTANT in an electronic form shall be protected by adequate security measures to ensure that such confidential Materials are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this Section IX survive the termination or completion of the Agreement.

## **SECTION X - GENERAL**

Section 10.1 CONSULTANT represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the Services, or which would impact its objectivity in performing such Services.

Section 10.2 This Agreement represents the entire understanding of MNWD and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if

both parties prepared it.

Section 10.3 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

To MNWD - Attn: Matt Collings, Assistant General Manager  
Moulton Niguel Water District  
27500 La Paz Road  
Laguna Niguel, CA 92677-3489

To CONSULTANT - Attn: Tim Strader, Jr.  
Starpointe Ventures  
19700 Fairchild Road, Suite 240  
Irvine, CA 92612

Section 10.4 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 10.5 In the event an action is commenced by either party to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all costs and expenses, including court costs, plus a reasonable amount for attorney's fees.

Section 10.6 If any section of this Agreement or provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

Section 10.7 It is expressly understood and agreed that CONSULTANT is retained is as an independent contractor for the sole purpose of rendering the Services, and is not an employee or agent of MNWD while engaged in carrying out this Agreement. CONSULTANT warrants that it will not represent, at any time or in any manner, that CONSULTANT is an employee or agent of MNWD. CONSULTANT shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD. CONSULTANT shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance CONSULTANT, as an independent contractor, is responsible for paying under federal, state or local law. CONSULTANT is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

Section 10.8 This Agreement shall not be assignable by either party without the prior written consent of the other party.

Section 10.9 The person signing this Agreement on behalf of each party hereto represents he/she has authority to sign on behalf of, respectively, MNWD or CONSULTANT.

Section 10.10 This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement or any interest herein shall be made by CONSULTANT without prior written consent of MNWD.


Section 10.11 This Agreement may be executed in counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement of the Effective Date indicated above.

Moulton Niguel Water District

By:   
Joane Lopez  
General Manager

CONSULTANT – Starpointe Ventures

By:   
Title: PRESIDENT

**EXHIBIT A**  
**SCOPE OF WORK**

CONSULTANT'S Services under this Agreement shall include, but not be limited to the following:

- Meet with representatives of MNWD and its other consultants to ascertain MNWD's real estate needs relating to the development of a new headquarters.
- Assist MNWD in evaluating suitable sites for a new headquarters.
- Assist MNWD in evaluating the value and viability of the sale of MNWD's existing real estate holdings.
- Meet with MNWD's Board of Directors and Management as needed to discuss strategic real estate options and progress once such decisions are made.
- Once strategic real estate decisions have been made by MNWD, Consultant shall act as MNWD's representative in meetings with prospective land sellers, prospective purchasers of MNWD's real estate holdings, governmental agencies and other consultants.
- Assist MNWD with the selection of additional consultants required for the evaluation of a new headquarters including architects, engineers and other professional service providers.



# Moulton Niguel Water District

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** February 17, 2015

**FROM:** Matt Collings, Assistant General Manager

**SUBJECT:** Joint Powers Authority Quarterly Update

**DIVISION:** District-wide

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### SUMMARY:

Issue: The District participates in several Joint Powers Authorities and other regional partnerships or programs that impact District operations and finances.

Recommendation: This is an information item only.

Fiscal Impact: The District has adopted a Fiscal Year 2014-15 budget of \$9,575,940 for Operating and Maintenance Expenses and \$12,745,932 for Capital Expenses associated with various Joint Powers Authorities and other regional partnerships and programs. A detailed breakdown is provided in Table 1.

### BACKGROUND:

The District participates in several Joint Powers Authorities, including the South Orange County Wastewater Authority (SOCWA), San Juan Basin Authority (SJBA), and the Santiago Aqueduct Commission (SAC), and regional partnerships, such as the Joint Regional Water Supply System (JRWSS). District appointed individuals consisting of Board members and/or staff to represent the District at these various entities. Each entity is operated by either a staff of the Joint Power Authority or a contracted agency responsible for executing the operations and maintenance functions, completing necessary capital improvements, preparing annual budgets, and processing invoices as necessary. Table 1 provides a summary of the various Joint Powers Authorities and regional partnerships of which the District is a member and a breakdown of the annual District budget for each entity. The summary includes only entities with facilities currently in operation and on-going operations and maintenance requirements.

# #7.

## Joint Powers Authority Quarterly Update

February 17, 2015

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**Table 1**

<b>Joint Powers Authority or Regional Partnership</b>	<b>Adopted O&amp;M Budget FY 2014-15</b>	<b>Adopted CIP Budget FY 2014-15</b>
South Orange County Wastewater Authority (SOCWA)	\$8,970,820	\$11,339,595
San Juan Basin Authority (SJBA)	\$146,000	N/A
Joint Regional Water Supply System (JRWSS)	\$455,214	\$1,406,337
Santiago Aqueduct Commission (SAC)	\$3,906	N/A
<b>TOTAL</b>	<b>\$9,575,940</b>	<b>\$12,745,932</b>

### **DISCUSSION:**

During the period covered by this quarterly update (October, November, December, and January) the following notable items were addressed:

#### **South Orange County Wastewater Authority:**

- Administrative:
  - The SOCWA Board approved the annual Use Audit refund to its member agencies. The District received a refund totaling nearly \$950,000, which includes deposits returned for operations and maintenance activities and closed capital projects, plus interest earned during the year.
  - The SOCWA Board amended the bylaws of the executive committee effectively changing the membership to include the current Chair of the SOCWA Board, the Vice-Chair, the immediate past Chair, and one member from either South Coast Water District, Santa Margarita Water District, or Moulton Niguel Water District.
  - SOCWA staff has prepared an update to the existing purchasing policy based on recommendations from the recent Audit. The policy was presented to the Finance Committee and Board of Directors for review and comment, and is scheduled for approval in March. District staff is currently reviewing the policy and will be providing comments for review by the District's SOCWA representatives.
- Project Committee 2 (J.B. Latham Treatment Plant):
  - The PC 2 members of the SOCWA Board approved a construction contract with Gateway Pacific for \$13,951,363 to perform several major improvements to the treatment plant, including reconstruction of the aeration system, replacement of the switchgear, motor control centers, and power distribution system, replacement of the engine driven blower

system, and refurbishment of the secondary sedimentation basins. The MNWD portion of this contract is approximately \$3.1 million. Additionally, the SOCWA Board of Directors approved three contracts for construction related services to support the construction management of the project.

- Project Committee 17 (Regional Treatment Plant):
  - The PC 17 members of the SOCWA Board approved an engineering services contract with Dudek to prepare construction documents for various site improvements, including upgrades to the access road bridge, construction of an emergency secondary access road, and site perimeter fencing improvements. The total contract value is \$116,000. The total project budget is \$360,000 with the MNWD portion slightly more than \$280,000.
- Project Committee 3A (Plant 3A):
  - The District, SOCWA staff, and Santa Margarita Water District have met to discuss transfer of operational responsibilities of the Plant 3A from SOCWA staff to SMWD by July 1, 2015. District staff will review the operational and financial impacts related to the potential transfer of operational responsibilities and present a recommendation to the Board of Directors at a future meeting.
- Project Committee 15 (Coastal Treatment Plant):
  - The PC 15 members of the SOCWA Board approved the third amendment to the Cooperative Agreement with the County of Orange allowing for additional time to complete negotiations for the transfer of ownership of the AWMA Bridge. The third amendment extended the term of the existing agreement to March 1, 2015.

#### San Juan Basin Authority:

- Groundwater Recovery Project Bond Refunding
  - The San Juan Basin Authority Board of Directors approved the refunding of the 2002 Lease Revenue Bonds on behalf of the City of San Juan Capistrano (CSJC). The 2002 Lease Revenue Bonds were issued to construct the existing Groundwater Recovery Plant that is operated and funded (included the SJBA debt service payments) by the CSJC.
- Groundwater Management Plan Update:
  - The San Juan Basin Authority Board of Directors adopted the San Juan Basin Groundwater Management and Facilities Plan incorporating comments from the TODD peer review into the implementation of the plan. The peer review comments included enhancing the groundwater model to address stream-aquifer interactions, consider water conservation impacts to the plan, and continue outreach to stakeholders and regulatory agencies during the planning of project implementation.
- Program Management:
  - The San Juan Basin Authority Board of Directors approved a professional services agreement with G3 Soil Works, with Cathrene

## #7.

### Joint Powers Authority Quarterly Update

February 17, 2015

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Glick as Program Manager, for program management to implement the next steps of the San Juan Basin Groundwater Management and Facility Plan. The focus of the work will be to advance the Metropolitan Water District Foundational Action Funding program for analysis of additional recharge opportunities in the San Juan Basin watershed.

- Groundwater Production:
  - As previously reported, SCWD has voluntarily stopped their pumping and CSJC has significantly reduced their pumping in response to water quality and vegetative impacts identified by the monitoring program. The SJBA has increased the groundwater monitoring provided by Wildermuth Environmental to continue to evaluate impacts and response of the basin from the decreased pumping. Recent monitoring samples have shown reduced Total Dissolved Solids and increased groundwater levels. The Technical Advisory Committee is discussing strategies and/or triggers to allow for the SCWD and CSJC pumps to be turned back on.
- Groundwater Monitoring
  - The San Juan Basin Authority Board of Directors approved a groundwater monitoring contract with Wildermuth Environmental to provide monitoring and reporting to the State Water Resources Control Board, additional monitoring for the adaptive management program, vegetation monitoring, and additional monitoring for the Salt and Nutrient Management Plan. The Technical Advisory Committee is discussing the appropriate cost allocations of the groundwater monitoring program.

#### Joint Regional Water Supply System:

- Use Audit Refund
  - SCWD has completed the Use Audit for the Fiscal Year 2013-2014. The District will receive a refund of nearly \$95,000.
- Wye Vault Improvements
  - SCWD is finalizing the design for the Wye Vault improvements, which would include modifications to structures on the Eastern Transmission Main (ETM). An agreement between the JRWSS and the District will be necessary to incorporate the improvements on the ETM.
- Bradt Reservoir Cover Replacement
  - The replacement of the floating cover is currently in construction. Construction is expected to be completed by the end of spring. The Reservoir does not impact the District's available storage, but does have a minor impact on the day-to-day operation of the JRWSS system.

#### Santiago Aqueduct Commission:

- No updates on the Santiago Aqueduct Commission at this time.





# Moulton Niguel Water District

## STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** February 17, 2015

**FROM:** Marc Serna, Director of Engineering and Operations  
Eva Plajzer, Assistant Director of Engineering

**SUBJECT:** Quarterly Capital Improvement Program Report

**DIVISION:** District-wide

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### SUMMARY:

Issue: District staff is responsible for executing the Capital Improvement Program (CIP) as adopted by the Board of Directors. This quarterly report is for October, November, and December of Fiscal Year (FY) 2014-15.

Recommendation: This is an information item only.

Fiscal Impact: The fiscal impact for each project is presented to the Board of Directors on a project by project basis. The collective impact for FY 2014-15 is \$47,444,870 if fully expensed.

### DISCUSSION:

The Moulton Niguel Water District (District) Board of Directors approved a FY 2014-15 budget in June 2014 (see Table 1). Several of the projects in this fiscal year budget, such as SOCWA, JRWSS, and the Baker Water Treatment Plant, are managed by other entities, with the District providing funding through a project agreement or a joint powers entity. For these projects, staff primarily assesses capital expenditures and reviews deliverables and invoices, but does not actively manage the projects. These projects totaled \$27.9 million for FY 2014-15 budget. The remainder of the budget, \$19.5 million, is executed by District staff. After completion of the second quarter of the fiscal year, approximately 17% of the CIP budget has been expended to date.

**#8.**

<b>Table 1            Adopted Budget by Fund            Fiscal Year: July '14 to June '15</b>		
Item/Fund	Fiscal Year Adopted Budget	Fiscal Year Expenditures Through Second Quarter
Replacement and Refurbishment Project - Fund 07	\$11,259,664	\$1,362,960
SOCWA & JRWSS - Fund 07	\$12,745,932	\$442,812
Water Supply Reliability Projects - Fund 12	\$15,452,106	\$5,674,770
Planning and Construction - Fund 14	\$7,987,168	\$525,902
Total	\$47,444,870	\$8,006,444

Staff has prioritized CIP projects to maximize the resources available to effectively execute the projects. Table 2 lists the projects in the 10-year Capital Improvement Program and their implementation status (see attached). The expenditures listed in Table 1 correspond to payments issued by the District. However, almost \$23 million of the fiscal year budget has been committed to date to construction through the award of construction contracts.

During the second quarter of FY 2014-15, these major activities were performed within the Capital Improvement Program:

- Two projects were completed
  - 2012.034 – La Paz/Moulton Potable System Reconfiguration
  - 2013.011 – Wood Canyon Potable Reservoir Recoat and Improvements
- 22 projects are under construction
  - Invitation to bid was issued for these projects:
    - 2014.006 – Upper Salada Lift Station Header Replacement
    - 2012.009 – Beacon Hill Pump Station Pump and Engine Replacement
    - 2014.003 – Del Avion Lift Station Wet Well Coating Rehabilitation
    - 2012.028 – Generator at Bear Brand Reservoir

- 2012.029 – Generator at Bridlewood Takeout
  - 2012.030 – Generator at Marguerite Reservoir
  - 2012.031 – Generator at Mathis Reservoir Pump Station
  - 2012.033 – Generator at Seville Reservoir
  - 2006.099 – MNWD to ETWD 24-inch R-6 Fill Line
  - 2014.007 – La Siena Mainline Replacement
  - 2014.008 – Valve Replacements
  - 2010.018 – Mathis-Oso Bypass PRS Relocation
- The following construction projects have been awarded:
    - 2006.099 – MNWD to ETWD 24-inch R-6 Fill Line
    - 2014.007 – La Siena Mainline Replacement
    - 2014.008 – Valve Replacements
    - 2010.018 – Mathis-Oso Bypass PRS Relocation
- Design work continued on 17 additional projects
    - Issued 8 task orders utilizing the On-Call Professional Engineering Services Agreements. Table 3 summarizes the expenditures for the program. Task Orders were issued for these projects:
      - 2014.018 - Flores Avenue Water Main Installation
      - 2014.011 - Recycled Water System Extension
      - O&M - Cell Antenna Reservoir Mounting Technical Specification
      - O&M - Hydraulic Modeling Services for Paseo de Valencia Railroad Crossing
      - O&M - Odor Mitigation
      - O&M - Systemwide Valve Replacement Program Assessment
      - O&M - Systemwide Reservoir Disinfection Technology Study
      - 2014.009 - Manhole Rehab Inspection

<b>Table 3 On-Call Professional Engineering Services Agreement Expenditure Summary</b>				
Consultant	Contracted Amount	Number of Task Orders Issued	Total Value of Task Orders	Remaining Contractual Amount
AKM Consulting Engineers	\$500,000	4	\$123,338	\$376,662
Lee & RO, Inc	\$500,000	4	\$119,438	\$380,562
Tetra Tech, Inc	\$500,000	8	\$316,350	\$183,650

Attachment: Table 2 Quarterly CIP Report

**TABLE 2**  
**QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT**  
**MOULTON NIGUEL WATER DISTRICT**  
**QUARTERLY PROJECT STATUS - SECOND QUARTER - OCTOBER THROUGH DECEMBER**  
**FISCAL YEAR: JULY 2014 TO JUNE 2015**

PROJECT NUMBER	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	EXPENDED		FY 2014-15 ADOPTED BUDGET	FY 2014-15 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
					FROM INCEPTION TO DATE				
<b>COMPLETED PROJECTS</b>									
2010003	14	KITE HILL P.R. RELOCATION	2010	\$400,000	\$326,263		\$106,254	\$0	Completed
2011011	7	INSPECT 54 CIP LINE ANTONIA-BRIDL	2011	\$268,788	\$248,788		\$20,000	\$0	Completed
2011031	7	EL NIGUEL RW LINE REHABILITATION	2011	\$400,000	\$436,054		\$142,959	\$4,366	Completed
2012004	7	STONEHILL MH REHAB PROGRAM	2012	\$190,925	\$155,046		\$151,107	\$62	Completed
2012034	14	LA PAZ/MOLTON PW SYSTEM RECONFIGURATION	2012	\$530,000	\$297,721		\$330,000	\$268,580	Completed
2013011	7	WOOD CANYON POTABLE RES RECOAT & IMPR	2013	\$800,000	\$579,799		\$800,000	\$579,799	Completed
2014016	14	ROLLING HILLS CATHODIC PROTECTION	2014	\$21,565	\$21,565		\$21,565	\$21,565	Completed
2014017	14	DUNKIN DONUT VALVE INSTALLATION	2014	\$20,000	\$18,850		\$20,000	\$18,850	Completed
<b>Subtotal</b>				\$2,631,278	\$2,084,086		\$1,591,885	\$893,221	
<b>PROJECTS UNDER CONSTRUCTION</b>									
2006071	12	BAKER PIPELINE REGIONAL TREATMENT PLANT	2006	\$32,598,645	\$15,186,392		\$15,152,106	\$5,613,757	6/30/16
2006099	12	ETWD/MNWD INTERTIE W/30 DIEMER PI	2006	\$503,140	\$2,826		\$501,184	\$870	12/31/15
49-2006099	12	ETWD/MNWD INTERTIE W/30 DIEMER PI REIMBURSEMENT	2006	(\$503,140)			(\$501,184)		Reimbursement
2010018	7	MATHIS-OSO BY-PASS	2010	\$778,670	\$50,139		\$749,930	\$0	12/31/15
2010033	7	NEW DISTRICT ENTERPRISE SOFTWARE	2010	\$3,375,000	\$2,331,236		\$1,308,768	\$117,256	6/30/15
2011016	7	PLC PANEL REPLACEMENT	2011	\$632,000	\$282,822		\$221,136	\$65,982	12/31/15
2011038	14	E ALISO CRK RES RECIRCULATION SYST	2011	\$141,000	\$89,019		\$51,981	\$0	12/31/15
2012007	7	LOWER SALADA LS VENTILATION UNIT REPLACEMENT	2012	\$96,131	\$15,764		\$92,882	\$12,515	12/31/15
2012008	7	REGIONAL LS VENTILATION UNIT REPLACEMENT	2012	\$93,157	\$15,764		\$89,908	\$12,515	12/31/15
2012021	7	REGIONAL LIFT STATION PUMPS 2&4 REPLACEMENT	2012	\$358,640	\$41,569		\$320,000	\$29	11/30/15
2012028	14	GENERATOR AT BEAR BRAND RESERVOIR	2012	\$72,029	\$13,637		\$67,576	\$7,045	11/30/15
2012029	14	GENERATOR AT BRIDLEWOOD TAKEOUT	2012	\$75,440	\$13,637		\$71,287	\$7,045	11/30/15
2012030	14	GENERATOR AT MARGUERITE RESERVOIR	2012	\$92,825	\$13,637		\$88,672	\$7,045	11/30/15
2012031	14	GENERATOR AT MATHIS RES PS	2012	\$61,403	\$13,637		\$57,250	\$7,045	11/30/15
2012033	14	GENERATOR AT SEVILLE RESERVOIR	2012	\$68,568	\$13,637		\$64,415	\$7,045	11/30/15
2012037	7	OSO PKWY 12"RW MAIN RELOCT	2012	\$244,898	\$0		\$244,898	\$0	6/30/15
2013001	7	EAST ALISO CREEK RES RECOAT & IMPROV	2013	\$2,550,000	\$274,469		\$2,538,315	\$257,122	9/30/15
2013003	7	SOUTH RIDGE RW RES RECOAT & IMPROV	2013	\$600,000	\$103,995		\$587,361	\$89,771	12/31/15
2013007	7	3A ETM REPLACEMENT - COUNTY OF ORANGE PHASE VII	2013	\$246,372	\$22,600		\$246,372	\$0	4/30/15
2014006	7	UPPER SALADA LS HEADER REPLACEMENT	2014	\$133,363	\$13,895		\$133,363	\$13,895	12/31/15
2014007	7	LA SIENA MAINLINE REPLACEMENT	2014	\$699,165	\$49,170		\$699,165	\$49,170	12/31/15
2014008	7	2014-15 VALVE REPLACEMENT	2014	\$655,037	\$28,129		\$655,037	\$28,129	12/31/15
2014009	7	2014-15 MH REHABILITATION	2014	\$350,000	\$0		\$350,000	\$0	6/30/15
<b>Subtotal</b>				\$43,922,343	\$18,575,974		\$23,790,421	\$6,296,237	

**TABLE 2**  
**QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT**  
**MOULTON NIGUEL WATER DISTRICT**  
**QUARTERLY PROJECT STATUS - SECOND QUARTER - OCTOBER THROUGH DECEMBER**  
**FISCAL YEAR: JULY 2014 TO JUNE 2015**

PROJECT NUMBER	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	EXPENDED		FY 2014-15 ADOPTED BUDGET	FY 2014-15 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
					FROM INCEPTION TO DATE				
<b>PROJECTS IN PROGRESS/UNDER DESIGN</b>									
2006038	7	REPLACE DIGITAL LINES W/WIRELESS N	2006	\$2,100,781	\$1,521,109		\$400,000	\$20,328	12/31/15
2009115	7	SAN JUAN CREEK 30 EFFLUENT TM	2009	\$2,900,000	\$124,964		\$311,530	\$10,760	3/31/16
2009115	7	SAN JUAN CREEK 30 EFFLUENT TM - SMWD REIMBURSEMENT	2009	(\$550,000)			(\$275,000)	(\$48,071)	Reimbursement
2009167	7	GEODATABASE REDEVELOPMENT	2009	\$150,000	\$85,987		\$68,338	\$0	6/30/15
2011010	7	HILLARY PRS REPLACEMENT	2011	\$350,000	\$36,130		\$100,000	\$0	6/30/16
2011012	7	LARGO PRS REPLACEMENT	2011	\$350,000	\$36,004		\$100,000	\$0	6/30/16
2011014	7	SEISMIC & STRUCTURAL ASSESS STEEL	2011	\$217,192	\$198,841		\$34,223	\$12,218	6/30/15
2011015	7	WILKES PRS REPLACEMENT	2011	\$350,000	\$36,004		\$100,000	\$0	6/30/16
2012009	7	BEACON HILL PS PUMP/GENERATOR REPLACEMENT	2012	\$611,098	\$88,834		\$75,000	\$46,361	6/30/16
2012024	7	UPPER SALADA LF AUX. GENERATOR REPLACEMENT	2012	\$401,102	\$31,672		\$375,000	\$2,222	12/31/16
2013004	7	REGIONAL LS FORCE MAIN REPLACEMENT	2013	\$2,500,000	\$50,869		\$100,000	\$16,409	12/30/16
2013005	7	LOWER SALADA LS FORCE MAIN REPLACEMENT	2013	\$2,500,000	\$38,451		\$100,000	\$21,031	12/30/15
2014003	7	DEL AVION LS WET WELL COATING REHAB	2014	\$70,000	\$13,895		\$70,000	\$13,895	12/31/15
2014005	7	UTILITY MAIN BREAKERS REPLACEMENTS	2014	\$100,000	\$37,197		\$100,000	\$37,197	12/31/15
2014010	12	FY 2014-15 RW RETROFITS	2014	\$150,000	\$51,010		\$150,000	\$51,010	6/30/15
2014015	14	DISTRICT HEADQUARTERS	2014	\$23,000,000	\$200,532		\$7,000,000	\$200,532	6/30/19
2014011	12	RECYCLED WATER SYSTEM EXTENSION	2014	\$3,080,000	\$9,132		\$150,000	\$9,132	6/30/17
2014018	14	FLORES AVE 8-INCH WATER INST	2014	\$125,000	\$0		\$25,000	\$0	6/30/16
<b>Subtotal</b>					\$38,405,173	\$2,560,631	\$8,984,091	\$393,023	

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**TABLE 2**  
**QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT**  
**MOULTON NIGUEL WATER DISTRICT**  
**QUARTERLY PROJECT STATUS - SECOND QUARTER - OCTOBER THROUGH DECEMBER**  
**FISCAL YEAR: JULY 2014 TO JUNE 2015**

PROJECT NUMBER	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	EXPENDED	FY 2014-15 ADOPTED BUDGET	FY 2014-15 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
					FROM INCEPTION TO DATE			
<b>FUTURE PROJECTS</b>								
								<b>Project Priority</b>
2008049	12	SOUTH ORANGE COASTAL OCEAN DESAL	2008	\$700,000	\$690,640	\$0	\$0	On-hold
2010013	12	LA PAZ BRIDGE CROSSING RW PIPELINE	2010	\$370,000	\$56,736	\$0	\$0	On-hold
2014001	7	BEAR BRAND RES RECOATING & SAFETY	2014	\$770,000	\$0	\$20,000	\$0	93%
2013002	7	MATHIS RW RES RECOAT & IMPROVE	2013	\$800,000	\$0	\$50,000	\$0	82%
	7	CORROSION CONTROL PROGRAM		\$150,000	\$0	\$0	\$0	81%
	7	RESERVOIR WQ MANAGEMENT REFURBISHMENT		\$6,200,000	\$0	\$0	\$0	81%
2012012	7	FIELD GIS - SEWER LINE CLEANING & MH	2012	\$40,000	\$0	\$0	\$0	76%
2012013	7	FIELD GIS - VALVE TURNING DATA SOFTWARE	2012	\$40,000	\$0	\$40,000	\$0	76%
2011033	7	ASSET MANAGEMENT PROGRAM/CMMS	2011	\$350,000	\$0	\$70,000	\$0	75%
2014004	7	ENCANTAMAR 16" ABANDONMENT	2014	\$75,000	\$0	\$75,000	\$0	74%
	7	NORTH ALISO CREEK LS BYPASS REPLACEMENT		\$160,000	\$0	\$0	\$0	73%
2009010	14	MISSION HOSPITAL SECONDARY FEED	2009	\$380,000	\$0	\$0	\$0	73%
2011028	7	VALENCIA LS REFURBISHMENT	2011	\$200,000	\$0	\$0	\$0	70%
	7	SADDLEBACK PS AUXILIARY ENGINE REPLACEMENT		\$800,000	\$0	\$0	\$0	70%
	14	WATER MASTER PLAN		\$700,000	\$0	\$0	\$0	70%
2013010	7	GALLUP SEWER REPLACEMENT	2013	\$340,000	\$3,475	\$40,000	\$0	67%
	7	54-INCH CIP IMPROVEMENTS		\$500,000	\$0	\$0	\$0	65%
	7	ALISO CREEK LS AUXILIARY GENERATOR REPLACEMENT		\$530,000	\$0	\$0	\$0	65%
	7	LINDA VISTA DR SEWER LINING		\$302,000	\$0	\$0	\$0	65%
	7	NATIONAL PARK SEWER LINING		\$253,000	\$0	\$0	\$0	65%
2014014	14	RECYCLED MASTER PLAN	2014	\$300,000	\$0	\$150,000	\$0	64%
	14	WASTEWATER MASTER PLAN		\$500,000	\$0	\$0	\$0	64%
2014002	7	DEL AVION LS AUXILIARY GENERATOR REPLACEMENT	2014	\$630,000	\$0	\$50,000	\$0	64%
2014012	14	TESSIER WATER LOOP	2014	\$240,000	\$0	\$50,000	\$0	64%
	7	LOWER BOUNDARY OAK LS UPGRADE		\$400,000	\$0	\$0	\$0	64%
	7	I.D. 1 MASTER METER RELOCATION		\$400,000	\$0	\$0	\$0	63%
	12	SOUTH COUNTY PIPELINE TAKEOUT FACILITY		\$2,200,000	\$0	\$0	\$0	61%
2011077	14	MOULTON PEAK RADIO TOWER IMPROVEME	2011	\$115,000	\$0	\$0	\$0	60%
	7	SOUTHWING LS AUXILIARY ENGINE REPLACEMENT		\$580,000	\$0	\$0	\$0	59%
	7	STEEL TANKS SEISMIC & STRUCT RETROFITS - PW		\$1,800,000	\$0	\$0	\$0	58%
	7	STEEL TANKS SEISMIC & STRUCT RETROFITS - RW		\$1,200,000	\$0	\$0	\$0	58%
	7	3A ETM CREEK BANK STABILIZATION		\$2,000,000	\$0	\$0	\$0	58%
	7	3A ETM REPLACEMENT - AVE DE LA VISTA		\$2,100,000	\$0	\$0	\$0	58%
	7	3A ETM REPLACEMENT - CAMINO CAPO		\$3,300,000	\$0	\$0	\$0	58%

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**TABLE 2**  
**QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT**  
**MOULTON NIGUEL WATER DISTRICT**  
**QUARTERLY PROJECT STATUS - SECOND QUARTER - OCTOBER THROUGH DECEMBER**  
**FISCAL YEAR: JULY 2014 TO JUNE 2015**

PROJECT NUMBER	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	EXPENDED		FY 2014-15 ADOPTED BUDGET	FY 2014-15 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
					FROM INCEPTION TO DATE				
<b>FUTURE PROJECTS</b>									
									<b>Project Priority</b>
	7	3A ETM SJ CREEK-COUNTY OF ORANGE PHASE VIII		\$900,000	\$0	\$0	\$0	\$0	58%
	7	3A ETM IMPROVEMENTS - SMWD REIMBURSEMENT		(\$4,150,000)	\$0	\$0	\$0	\$0	Reimbursement
2012011	7	EASEMENT REHABILITATION PROGRAM - Phase 1	2012	\$7,850,000	\$0	\$0	\$0	\$0	58%
	7	EASEMENT REHABILITATION PROGRAM - Phase 2		\$6,000,000	\$0	\$0	\$0	\$0	58%
2011037	7	MISSION VIEJO HS LINE/VAULT REFURB	2011	\$160,000	\$0	\$0	\$0	\$0	56%
2011034	7	GIS VIEWER AND CONFIGURATION	2011	\$60,000	\$0	\$60,000	\$0	\$0	55%
	14	SADDLEBACK PS GENERATOR EMERGENCY CONNECTION		\$35,000	\$0	\$0	\$0	\$0	55%
	12	ALISO VILLAGE RW EXTENSION		\$50,000	\$0	\$0	\$0	\$0	55%
	14	LS GENERATOR EMERGENCY CONNECTIONS		\$300,000	\$0	\$0	\$0	\$0	55%
2011043	14	3A OUTFALL LINE VALVES	2011	\$410,000	\$0	\$0	\$0	\$0	53%
2011043	14	3A OUTFALL LINE VALVES - REIMBURSEMENT	2011	(\$205,000)	\$0	\$0	\$0	\$0	Reimbursement
2014013	14	PRADERA 850 ZONE LOOP	2014	\$240,000	\$0	\$50,000	\$0	\$0	53%
-52-	7	PACIFIC PARK PS ENGINE REPLACEMENT		\$505,000	\$0	\$0	\$0	\$0	53%
	7	ROLLING HILLS PS ENGINE & PUMP REPLACEMENT		\$565,000	\$0	\$0	\$0	\$0	53%
	7	SHEEP HILL PS ENGINE& PUMP REPLACEMENT		\$565,000	\$0	\$0	\$0	\$0	53%
	14	SECONDARY FEED FOR 1050 ZONE		\$600,000	\$0	\$0	\$0	\$0	50%
2012010	7	CVP 16-INCH PW LINE REHABILITATION	2012	\$650,000	\$0	\$0	\$0	\$0	47%
2011024	7	DOCUMENT MANAGEMENT	2011	\$389,000	\$110,931	\$0	\$0	\$0	46%
2010001	14	650-ZONE NIGUEL ROAD INTERTIE	2010	\$640,000	\$0	\$0	\$0	\$0	45%
2011040	14	RES&PUMP LS SITE ACCESS	2011	\$170,000	\$0	\$0	\$0	\$0	44%
	14	MARGUERITE/OSO CIP TAKEOUT		\$2,500,000	\$0	\$0	\$0	\$0	44%
	14	OSO CREEK SEWER PARALLEL PIPELINE		\$1,200,000	\$0	\$0	\$0	\$0	44%
2012016	7	LITTLE NIGUEL PS ROOF REPLACEMENT	2012	\$20,000	\$0	\$0	\$0	\$0	43%
	7	BEAR BRAND PS PUMP REPLACEMENT		\$130,000	\$0	\$0	\$0	\$0	43%
2011045	14	N ALISO LS SITE IMPROVEM	2011	\$199,990	\$9,990	\$0	\$0	\$0	42%
	7	ALISO CREEK LS REHABILITATION		\$200,000	\$0	\$0	\$0	\$0	40%
	14	SECURITY ENHANCEMENTS		\$1,000,000	\$0	\$0	\$0	\$0	39%
	7	LITTLE NIGUEL PS PUMP REPLACEMENT		\$50,000	\$0	\$0	\$0	\$0	38%
	12	PRESSURE REDUCING STATION AT SADDLEBACK RW RES		\$200,000	\$0	\$0	\$0	\$0	38%
	7	CASA DE OSO PS VFD REPLACEMENT		\$50,000	\$0	\$0	\$0	\$0	37%
	14	920 ZONE LOOP PIPELINE		\$150,000	\$0	\$0	\$0	\$0	36%
2011026	7	RANCHO UNDERGROUND PWPS REFURBISHM	2011	\$250,000	\$4,815	\$0	\$0	\$0	33%
2011032	7	OLD RANCH ROAD EASEMENT REFURBISHM	2011	\$100,000	\$0	\$0	\$0	\$0	31%
	7	HIGHLAND PUMP PRESSURE RELIEF TO 650 ZONE		\$150,000	\$0	\$0	\$0	\$0	31%
	7	PZ450 ALISO CREEK POTABLE LINE RELOCATION		\$255,000	\$0	\$0	\$0	\$0	31%

**TABLE 2**  
**QUARTERLY CAPITAL IMPROVEMENT PROGRAM REPORT**  
**MOULTON NIGUEL WATER DISTRICT**  
**QUARTERLY PROJECT STATUS - SECOND QUARTER - OCTOBER THROUGH DECEMBER**  
**FISCAL YEAR: JULY 2014 TO JUNE 2015**

PROJECT NUMBER	FUND	PROJECT DESCRIPTION	YEAR PROJECT APPROVED	TOTAL PROJECT AMOUNT	EXPENDED		FY 2014-15 ADOPTED BUDGET	FY 2014-15 EXPENDED TO DATE	ESTIMATED COMPLETION DATE
					FROM INCEPTION TO DATE				
<b>FUTURE PROJECTS</b>									
									<b>Project Priority</b>
	7	VAULT REMOVAL (11 SITES)		\$400,000	\$0	\$0	\$0	\$0	26%
	7	RESERVOIR SITE OVERFLOW AND DRAINAGE IMPROVEMENTS		\$400,000	\$0	\$0	\$0	\$0	25%
	7	MATHIS PUMP IMPROVEMENTS		\$400,000	\$0	\$0	\$0	\$0	20%
<b>Subtotal</b>				\$52,813,990	\$876,588	\$655,000	\$0		
<b>SOCWA &amp; JRWSS PROJECTS</b>									
									<b>REMAINING BALANCE</b>
JRWSS15	7	SCWD/JRWSS CAPITAL PROJECT	2014	\$13,912,287	N/A	\$1,406,337	\$7,441	\$1,398,896	
SOCWA119	7	2014/2015 SOCWA CAPITAL PC 2(R)	2014	\$12,455,658	N/A	\$2,401,827	\$120,741	\$2,281,086	
SOCWA120	7	2014/2015 SOCWA PC 5	2014	\$165,125	N/A	\$2,646,525	\$0	\$2,646,525	
SOCWA121	7	2014/2015 SOCWA PC 3A(R)	2014	\$13,268,471	N/A	\$0	(\$12,120)	\$0	
SOCWA122	7	2014/2015 SOCWA CAPITAL PC 15(R)	2014	\$6,438,826	N/A	\$695,344	\$192,667	\$502,677	
SOCWA123	7	2014/2015 SOCWA CAPITAL PC 17(R)	2014	\$28,808,457	N/A	\$5,252,229	\$134,083	\$5,118,146	
	7	2014/2015 SOCWA CAPITAL PC 21	2014	\$750,000	N/A	\$0	\$0	\$0	
	7	2014/2015 SOCWA CAPITAL PC 24	2014	\$2,458,026	N/A	\$0	\$0	\$0	
<b>Subtotal</b>				\$78,256,849		\$12,402,262	\$442,812	\$11,947,330	
<b>PLACEHOLDER PROGRAMS</b>									
							<b>COMMITTED</b>	<b>REMAINING BALANCE</b>	
UP1415RR	7	UNANTICIPATED PROJECTS FUND 7	2014	\$250,000	N/A	\$17,777	\$232,223	\$17,777	
UP1415PC	14	UNANTICIPATED PROJECTS FUND 14	2014	\$100,000	N/A	\$3,435	\$96,565	\$3,435	
	7	PW PROJECTS PER ASSET MANAGEMENT MODEL	2014	\$11,546,835	N/A	N/A	N/A	N/A	
	7	RESERVOIR RECOATING PROGRAM	2014	\$4,400,000	N/A	N/A	N/A	N/A	
	7	VALVE REPLACEMENT PROGRAM	2014	\$2,700,000	N/A	N/A	N/A	N/A	
	12	RECYCLED WATER RETROFITS	2014	\$450,000	N/A	N/A	N/A	N/A	
	7	RESERVOIR RECOATING - RW PROGRAM	2014	\$3,312,000	N/A	N/A	N/A	N/A	
	7	RW PROJECT PER ASSET MANAGEMENT MODEL	2014	\$7,536,000	N/A	N/A	N/A	N/A	
	7	MH REHABILITATION PROGRAM	2014	\$3,150,000	N/A	N/A	N/A	N/A	
	7	SEWER LINING PROGRAM	2014	\$2,100,000	N/A	N/A	N/A	N/A	
	7	WW PROJECT PER ASSET MANAGEMENT MODEL	2014	\$5,962,000	N/A	N/A	N/A	N/A	
<b>Subtotal</b>				\$41,506,835		\$21,212	\$328,788	\$21,212	
<b>TOTAL</b>				\$257,536,468	\$24,097,279	\$47,444,870	\$8,025,293		





## Moulton Niguel Water District

### STAFF REPORT

**TO:** Board of Directors **MEETING DATE:** February 17, 2015

**FROM:** Marc Serna, Director of Engineering and Operations  
Eva Plajzer, Assistant Director of Engineering

**SUBJECT:** Quarterly Communications License Program Report

**DIVISION:** District-wide

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#### SUMMARY:

Issue: Staff is responsible for administering the Communications License Program per the Communication License Agreement and License Policy adopted by the Board of Directors in March 2012.

Recommendation: This is an information item only.

Fiscal Impact: The Communication License Program has historically generated up to \$1.7 million per year.

#### BACKGROUND:

In the 1990s, the Moulton Niguel Water District (District) approved the first communication facility to be constructed at one of District's sites. As the communication industry grew, District was repeatedly approached about use of District sites for cell tower equipment installations. District developed the Communications License Program (Program) with a primary objective to provide an economic benefit to District ratepayers through a monthly lease program. District's first responsibility is to provide water and wastewater service to its customers, and development of the Program should not interfere with District's ability to provide quality service. With those objectives in place, the Board of Directors approved a Communications Lease Agreement and Lease Policy, which was implemented on January 1, 2001, and updated to a Communication License Agreement and License Policy on March 15, 2012. Since that time, the Program has grown to include 56 agreements with various amendments on several of those agreements. These communications facilities are distributed among 17 District sites. The Program currently generates about \$1.7 million in revenue for District each Fiscal Year.

## #9.

### Quarterly Communications License Program Report

February 17, 2015

Page 2 of 2

#### **DISCUSSION:**

During the period covered by this quarterly update (October, November, and December 2014) staff has performed various internal and external activities for the Program:

- Processed six new applications for site modifications.
- Received four new applications to decommission Metro PCS facilities. Metro PCS was acquired by T-Mobile and the carrier is consolidating facilities.
- Continued processing 33 existing site modification applications; 4 projects were completed during this reporting period.
- Continued lease amendment negotiations; 11 leases are under amendment negotiations.
- Inspected cell carrier improvements at various sites and identified site deficiencies. Followed up with cell carriers to make sure the deficiencies were fixed.
- Working with T-Mobile to remove and relocate equipment from roof of Nellie Gail Reservoir.
- Working with Sprint as they decommission the Nextel network.
- Working with Sprint to prepare for license renewals. Many of their leases expire in late 2015. Rather than renew the leases, we will be issued new license agreements in accordance with the 2012 Communication Facilities License Program Policies and Procedures.