



moulton niguel water district

**BOARD OF DIRECTORS' MEETING
MOULTON NIGUEL WATER DISTRICT
26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo
July 8, 2021
6:00 PM
Approximate Meeting Time: 2 Hours**

IN AN EFFORT TO PREVENT THE SPREAD OF COVID-19 (CORONAVIRUS), AND IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20, THERE WILL BE NO PUBLIC LOCATION FOR THE PUBLIC TO ATTEND THIS BOARD MEETING IN PERSON. MEMBERS OF THE PUBLIC MAY LISTEN AND PROVIDE PUBLIC COMMENT TELEPHONICALLY BY CALLING THE FOLLOWING NUMBER:

**DIAL: 1-669-900-9128
MEETING ID: 942-941-7034#
PASSCODE: 26161#**

- 1. CALL MEETING TO ORDER:**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. PUBLIC COMMENTS:**

Persons wishing to address the Board of Directors on matters not listed on the Agenda may do so at this time. "Request To Be Heard" forms are available at the entrance to the Board Room. Comments are limited to five minutes unless further time is granted by the Presiding Officer. Submit form to the Recording Secretary prior to the beginning of the meeting. Those 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.

CONSENT CALENDAR ITEMS:(Items on the Consent Calendar have been discussed at the regularly scheduled Administrative and Technical Committee meetings)

Consent items: Unless the General Manager or the Board requests that an item be removed from the Consent Calendar, all items will be acted upon as a whole and by one vote. Requests for discussion of any specific item should be made to the Presiding Officer in conjunction with the discussion of the consent motion.

- 4. MINUTES OF THE JUNE 10, 2021 BOARD OF DIRECTORS MEETING**

TECHNICAL MATTERS:

- 5. PROFESSIONAL SERVICES AGREEMENT FOR THE RESERVOIR MANAGEMENT**

SYSTEM REPLACEMENTS – PHASES IV & V

It is recommended that the Board of Directors approve the Professional Services Agreement for engineering services with Brown and Caldwell in the amount of \$997,117; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 10% of the contract value.

ADMINISTRATIVE MATTERS:

6. TURF REMOVAL INCENTIVE FUNDING UPDATE

It is recommended that the Board of Directors direct staff to:

- Increase the turf removal incentive of the NatureScape Program to \$4 per square foot (\$4/sf);
- Increase the turf removal incentive of the Regional Turf Removal Program to \$4/sf;
- Establish a maximum program funding cap of \$200,000 of the District's funds on the commercial turf removal program for fiscal year 2021-2022.

7. ADOPTION OF RESOLUTION IN SUPPORT OF VICE PRESIDENT PAMELA TOBIN'S CANDIDACY TO SERVE AS PRESIDENT OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES FOR 2021-2022 (RESOLUTION 21-__)

It is recommended that the Board of Directors approve the resolution entitled, "In Support of Vice President Pamela Tobin's Candidacy to Serve as President of the Association of California Water Agencies for 2021-2022."

8. ADOPTION OF A RESOLUTION ESTABLISHING THE OPTION OF CALLING A SPECIAL MEETING FOR A COMMITTEE OF THE WHOLE IN CONJUNCTION WITH COMMITTEE MEETINGS (RESOLUTION 21-__)

It is recommended that the Board adopt a resolution entitled, "Establishing The Option Of Calling A Special Meeting For a Committee Of The Whole In Conjunction With Committee Meetings," in order to address Brown Act requirements for committee meetings where a quorum of the Board may be present.

LEGAL MATTERS:

9. PUBLIC HEARING AND APPROVAL OF ORDINANCE ADOPTING ADJUSTED SEWER SERVICE RATES IN THE LAGUNA SUR/MONARCH POINT SERVICE AREA (ORDINANCE 21-__)

RECOMMENDED ACTIONS:

1. Conduct a public hearing under the requirements of Proposition 218 to receive verbal and written comments and protests to the proposed adoption of adjusted sewer service rates in the Laguna Sur/Monarch Point service area as a result of adjusted fees from the South Coast Water District.
2. At the conclusion of the public hearing, and after consideration by the Board, it is

recommended that the Board approve an ordinance adopting adjusted sewer service rates in the Laguna Sur/Monarch Point service area as a result of adjusted fees from the South Coast Water District.

10. PUBLIC HEARING AND ANNUAL ADOPTION OF A RESOLUTION FOR COLLECTION OF 2021-2022 SEWER SERVICE CHARGES AND RATES FOR THE LAGUNA SUR/MONARCH POINT SERVICE AREA ON THE PROPERTY TAX BILLS (RESOLUTION 21-)

RECOMMENDED ACTIONS:

1. Conduct a public hearing on the Fiscal Year 2021-2022 Report for the Laguna Sur/Monarch Point Reorganization Area Tax Roll Collection Process – Staff/Legal Counsel will enter Proof of Hearing Publication and Posting for the record. The Board President will then open the hearing, call for public comments, receive any comments or protests, and then close the hearing.
2. At the conclusion of the public hearing and after consideration by the Board, it is recommended that the Board adopt a resolution entitled, “Adopting Report of Annual Sewer Service Charges to be collected via Property Tax Statements on Tax Roll for the Period Commencing July 1, 2021 (Laguna Sur/Monarch Point LAFCO Reorganization RO96-05).”

INFORMATION ITEMS:

11. MONTHLY FINANCIAL REPORT

GENERAL MANAGER MATTERS:(Brief general updates on District matters and/or brief general updates from staff - Informational purposes only.)

PRESIDENT'S REPORT:

BOARD REPORTS:

FUTURE AGENDA ITEMS (Any items added under this section are for discussion at future meetings only.):

LATE ITEMS: (Appropriate Findings to be Made)

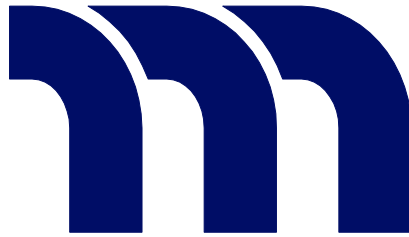
- a. Need to take immediate action; and
- b. Need for action came to District’s attention after Agenda Posting. [Requires 2/3 vote (5 members) or unanimous vote if less than 2/3 are present]

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, 26880 Aliso Viejo Parkway, Suite 150, Aliso Viejo, CA (“District Office”). If such writings are distributed to members of the Board less than seventy-two (72) 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.



moulton niguel water district

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

June 10, 2021

A Regular Meeting of the Board of Directors of the Moulton Niguel Water District was held in accordance with the Governor’s Executive Order N-29-20 in an effort to prevent the spread of COVID-19 (Coronavirus). As a result, there was no public location for the public to attend in person. The meeting was called to order at 6:05 PM on June 10, 2021. There were present and participating at 26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo, CA:

DIRECTORS

| | |
|------------------|----------------|
| Duane Cave | Vice President |
| Richard Fiore | Director |
| Donald Froelich | Vice President |
| Bill Moorhead | Director |
| Diane Rifkin | Director |
| Sherry Wanninger | Director |
| Brian Probolsky | President |

Also present and participating were:

STAFF MEMBERS IN-PERSON

| | |
|----------------|---|
| Joone Lopez | General Manager |
| Matt Collings | Assistant General Manager |
| Johnathan Cruz | Director of Financial Planning & Innovation |
| Gina Hillary | Director of Human Resources |
| Jose Solorio | Government Affairs Officer |
| Jeff Ferre | Best, Best, & Krieger (General Counsel) |
| Paige Gulck | Board Secretary |
| Tim Bonita | Recording Secretary |
| Laura Rocha | MNWD |
| Kaden Young | MNWD |

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

| | |
|--------------------|-------------------------|
| Rod Woods | Director of Engineering |
| Todd Novacek | Director of Operations |
| Trevor Agrelius | MNWD |
| Todd Dmytryshyn | MNWD |
| Gregg Hooper | MNWD |
| David Larsen | MNWD |
| Monobina Mukherjee | MNWD |
| Genevieve Ramirez | MNWD |
| Lindsey Stuvick | MNWD |

1. CALL MEETING TO ORDER:

The meeting was called to order by President Probolsky at 6:05 p.m. President Probolsky stated that the meeting was being conducted by teleconference pursuant to the Brown Act waivers provided for under the Governor's Executive Orders in response to the COVID-19 State of Emergency. As stated on the agenda, there was no public location for attending the meeting in person. The agenda also stated that the public could listen and provide comment telephonically by calling the number listed on the agenda.

2. PLEDGE OF ALLEGIANCE:

Jose Solorio led the Pledge of Allegiance.

3. PUBLIC COMMENTS:

President Probolsky stated that as permitted under the Brown Act, and in order to provide an equal opportunity for members of the public to provide comment without everyone talking over one another, public comments, on items on or off the agenda, would be taken during the Public Comment portion of the meeting. President Probolsky then asked if there was anyone on the phone who would like to provide comment. Hearing none, the Public Comment portion of the meeting was closed.

CONSENT CALENDAR ITEMS:(Items on the Consent Calendar have been discussed at the regularly scheduled Administrative and Technical Committee meetings)

4. MINUTES OF THE DECEMBER 11, 2019 COMMUNITY RELATIONS/CITIZENS ADVISORY COMMITTEE BOARD OF DIRECTORS' MEETING

5. MINUTES OF THE MAY 3, 2021 SPECIAL BOARD OF DIRECTORS MEETING

6. MINUTES OF THE MAY 13, 2021 BOARD OF DIRECTORS MEETING

7. MINUTES OF THE MAY 20, 2021 SPECIAL BOARD OF DIRECTORS MEETING
8. MINUTES OF THE MAY 24, 2021 SPECIAL BOARD OF DIRECTORS MEETING
9. PROFESSIONAL SERVICES AGREEMENT FOR THE PLANT 3A SUBSIDENCE MITIGATION AND SITE IMPROVEMENTS

It is recommended that the Board of Directors approve the Professional Services Agreement for engineering services with Dudek in the amount of \$579,892; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 15% of the contract value.

10. AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM IMPLEMENTATION SERVICES

It is recommended that the Board of Directors approve Amendment No. 2 with Nexgen for implementation services to extend the contract to May 30, 2022; authorize the General Manager or Assistant General Manager to execute the amendment.

11. ANNUAL GANN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2021-22 (RESOLUTION 21-11)

It is recommended that the Board of Directors approve the resolution entitled, "Approving Appropriations Limit for Fiscal Year 2021-22 and Finding Compliance with Article XIII B of the Constitution of the State of California."

12. SELECTION OF THE ANNUAL LUMP SUM PREPAYMENT OPTION FOR UNFUNDED ACCRUED LIABILITY TO CALPERS FOR FISCAL YEAR 2021-22

It is recommended that the Board of Directors elect the annual lump sum prepayment option to pay for the unfunded accrued liability to CalPERS for Fiscal Year (FY) 2021-22.

MOTION DULY MADE BY DUANE CAVE AND SECONDED BY BILL MOORHEAD, CONSENT ITEMS 4-12 WERE APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

13. ANNUAL REVIEW OF FINANCIAL POLICIES

It is recommended that the Board of Directors approve the following financial policies: Debt Management Policy, Investment Policy, Purchasing Services, Materials and Public Works Projects Policy (Purchasing Policy), Capitalization & Surplus Policy, Reserve Policy, and Federal Grant Management Policy.

This item was pulled by Director Fiore. Discussion ensued regarding the policies.

MOTION DULY MADE BY RICHARD FIORE AND SECONDED BY SHERRY WANNINGER, ITEM 13 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

ADMINISTRATIVE MATTERS:

14. FISCAL YEAR 2021-22 PROPOSED BUDGET (RESOLUTION 21-12)

It is recommended that the Board of Directors approve the resolution entitled, "Approving a Budget Appropriation and Adopting the Operations and Maintenance Budget and Capital Improvement Program Budget for Fiscal Year 2021-22".

Matt Collings provided a brief presentation. Discussion ensued regarding the item.

MOTION DULY MADE BY DUANE CAVE AND SECONDED BY DIANE RIFKIN, ITEM 14 WAS APPROVED AS PRESENTED. A ROLL CALL VOTE WAS TAKEN AND THE VOTE WAS SPLIT WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, AND BRIAN PROBOLSKY VOTING 'AYE', AND DIRECTOR SHERRY WANNINGER VOTING 'NAY'.

15. AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR PUBLIC AFFAIRS SERVICES

It is recommended that the Board of Directors approve Amendment No. 2 to the Professional Services Agreement with Faubel Public Affairs to extend the term through June 30, 2022 and increase the contract \$; and authorize the General Manager or Assistant General Manager to execute the agreement.

Jose Solorio presented the item. Discussion ensued regarding the item.

MOTION DULY MADE BY RICHARD FIORE AND SECONDED BY DIANE RIFKIN, ITEM 15 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

LEGAL MATTERS:

16. PUBLIC HEARING ON 2015 URBAN WATER MANAGEMENT PLAN AND ADOPTION OF A RESOLUTION ADOPTING AN ADDENDUM TO THE 2015 URBAN WATER MANAGEMENT PLAN (RESOLUTION 21-13)

The District will conduct a public hearing on the 2015 Urban Water Management Plan. Following the public hearing, and subject to any modifications to the 2020 Urban Water Management Plan as directed by the Board of Directors as a result of the public hearing, it is recommended that the Board of Directors adopt the resolution entitled, "Adopting an Addendum to the 2015 Urban Water Management Plan".

Matt Collings provided an introduction on both the 2015 Addendum and the 2020 Urban Water Management Plan (UWMP). President Probolsky then opened the public hearings for items 16 and 17 at 6:40 p.m. There were no public comments either in writing or verbal. The public hearing was closed at 6:41 p.m. The Board then proceeded to consider adoption of items 16 and 17.

MOTION DULY MADE BY SHERRY WANNINGER AND SECONDED BY DONALD FROELICH, ITEM 16 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

17. PUBLIC HEARING ON 2020 URBAN WATER MANAGEMENT PLAN AND ADOPTION OF A RESOLUTION APPROVING THE 2020 URBAN WATER MANAGEMENT PLAN (RESOLUTION 21-14)

The District will conduct a public hearing on the 2020 Urban Water Management Plan. Following the public hearing, and subject to any modifications to the 2020 Urban Water Management Plan as directed by the Board of Directors as a result of the public hearing, it is recommended that the Board of Directors adopt the Resolution entitled, "Adopting the 2020 Urban Water Management Plan".

MOTION DULY MADE BY SHERRY WANNINGER AND SECONDED BY RICHARD FIORE, ITEM 17 WAS APPROVED AS PRESENTED. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'.

INFORMATION ITEMS:

18. MONTHLY FINANCIAL REPORT

Trevor Agrelius presented the monthly financial report.

19. BOND FINANCING UPDATE

Johnathan Cruz and Darren Hodge from PFM presented the Bond Financing Update.

CLOSED SESSION:

20. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
Agency designated representative: Board President Brian Probolsky
Unrepresented employee: General Manager

The Board entered closed session at 7:33 p.m. and exited at 8:12 p.m. Jeff Ferre stated that there was no reportable action but that the Board would now take up item 21.

GENERAL MANAGER MATTERS:(Brief general updates on District matters and/or brief general updates from staff - Informational purposes only.)

21. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN AMENDMENT TO THE GENERAL MANAGER'S CONTRACT ("CONTRACT"), AN AMENDED AND/OR RESTATED CONTRACT, OR ANY COMBINATION THEROF

Jeff Ferre stated that the Board would like to consider approving an Amended and Restated Employment Agreement with the General Manager. Jeff also stated that a draft agreement had been prepared and discussed as part of the labor negotiations and is available to the public. As required under the Brown Act, the major terms of the Agreement were announced publicly including the contract length, compensation and benefits. The Board then discussed this matter. A motion was then made by Director Cave and seconded by Director Moorhead to approve the Amended and Restated Employment Agreement with the General Manager.

MOTION DULY MADE BY DUANE CAVE AND SECONDED BY BILL MOORHEAD, TO APPROVE THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT WITH THE GENERAL MANAGER. THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, RICHARD FIORE, DONALD FROELICH, BILL MOORHEAD, DIANE RIFKIN, SHERRY WANNINGER, AND BRIAN PROBOLSKY ALL VOTING 'AYE'

Joone Lopez provided her General Managers report and provided information on the Districts coordination with the Orange County Sheriff's Department on a homeless encampment project. Joone also stated that the Community forum held on May 20, 2021 had over 300 views.

PRESIDENT'S REPORT:

President Probolsky stated that everyone did a great job with the community forum. President Probolsky also stated that the Board officers met with the SMWD Board regarding discussions on regional issues and possible collaboration between the joint Boards.

BOARD REPORTS:

Director Cave stated that the meetings with SMWD went well, and that communication will be key. Director Cave also thanked Jose Solorio for all his work putting together the community forum. Director Cave then stated that he attended the ACWA Energy Committee meeting where they discussed demand response during peak demand and how water utilities can lower their demands during peak times.

Director Moorhead stated that he reached out to OCWA and asked that they increase communication efforts to our Board.

Director Wanninger stated that she attended the CalWEP drought webinar on May 25th as well as multiple MWDOC meetings.

FUTURE AGENDA ITEMS (Any items added under this section are for discussion at future meetings only.):

None.

LATE ITEMS: (Appropriate Findings to be Made)

None.

ADJOURNMENT:

The meeting was adjourned at 8:30 p.m.

Respectfully submitted,

Tim Bonita
Recording Secretary



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** July 8, 2021

FROM: Rod Woods, Director of Engineering
Alex Thomas, Principal Engineer

SUBJECT: Professional Services Agreement for the Reservoir Management System Replacements – Phases IV & V

SUMMARY:

Issue: Board action is required to execute a Professional Services Agreement (PSA) for the Reservoir Management System Replacements – Phases IV & V, Project Nos. 2019.029 and 2020.018.

Recommendation: It is recommended that the Board of Directors approve the Professional Services Agreement for engineering services with Brown and Caldwell in the amount of \$997,117; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 10% of the contract value.

Fiscal Impact: Project Nos. 2019.029 and 2020.018 are budgeted in Fund 7, Rehabilitation and Replacement with current project budgets of \$4,750,000 and \$8,500,000, respectively.

Reviewed by Legal: Yes

BACKGROUND:

All potable water imported by the District is treated at either the Diemer Water Filtration Plant in Yorba Linda or the Baker Water Treatment Plant in Lake Forest. Given the long distance from the two treatment plants, the District operates reservoir management systems (RMS) at various reservoir sites. As water travels to the District, the levels of disinfectant will reduce over time. The RMS will monitor the disinfectant levels in the reservoirs and provide a boost of disinfectant as necessary to maintain consistent

disinfection levels within the District's potable water distribution system. These systems are a critical step to maintaining a high-level of water quality for the District's customers.

Prior to the initiation of the on-going Reservoir Management System Replacement Program, the District maintained and operated twenty (20) on-site generation (OSG) reservoir management systems that were installed in 2000. A preliminary design analysis was completed to evaluate options for replacing the existing RMS. The study recommended replacing most of the existing OSG systems with bulk sodium hypochlorite and ammonia systems. The remaining systems were recommended to be replaced in kind. The District initiated a Reservoir Management System Replacement Program to replace the systems in phases over a period of several years. The first two phases of the program completed the reconstruction of 8 sites, and the third phase is currently in construction to complete an additional 5 sites.

This proposed PSA is for the engineering design services for the fourth and fifth phases of the RMS Replacement Program which will complete the design for the replacement of the existing OSG reservoir management systems at the 7 remaining reservoir sites and construct a new RMS facility at the Pacific Island Drive II Reservoir Site. The following 8 sites are included in the proposed PSA:

- El Dorado Reservoir Site (One 2.25 MG Reservoir)
- La Paz Reservoir Site (Two 1 MG Reservoirs)
- Laguna Sur Reservoir Site (One 1 MG Reservoir)
- Saddleback Reservoir Site (One 2 MG Reservoir)
- Pacific Island Drive I Reservoir Site (One 1 MG Reservoir)
- Pacific Island Drive II Reservoir Site (One 0.5 MG Reservoir)
- Rancho Reservoir Site (Two 1.5 MG Reservoirs and One 2.8 MG Reservoir)
- Wood Canyon Reservoir Site (One 3.4 MG Reservoir)

Staff is recommending combining the engineering design services for phases four and five of the RMS Replacement Program under one final engineering design contract. The engineering consultant will be required to prepare two distinct and complete sets of construction documents for two separate projects that will likely be constructed sequentially. At this time, staff is considering packaging 3 sites together for phase four, and 5 sites together for phase five. However, the number and order of sites to be packaged together may change to avoid scheduling conflicts associated with other capital projects planned at the reservoir sites.

Additionally, the Potable Water Steel Reservoir Seismic Retrofits (Seismic Retrofits) project is planned to start construction soon and will impact 7 sites slated for phases four and five of the RMS Replacement Program. The FEMA Grant requirements have necessitated the Seismic Retrofits project to be placed on a prioritized and streamlined timeline for completion. The proposed PSA allows the District to make the final determination of the sites to be packaged together toward the latter part of the design, providing the necessary flexibility to accommodate unforeseen circumstances with other capital projects planned at the reservoir sites. The capital projects planned at reservoir

sites over the next several years include the following: steel reservoir seismic retrofits at twelve (12) reservoir sites; reservoir rehabilitation and site improvements at 6 reservoir sites; and pump station rehabilitations, replacements, and electrical improvements at 8 reservoir sites.

Several of the reservoir sites for this project require a tailored design approach to address challenges such as access constraints for sodium hypochlorite deliveries, small site footprints, extensive utility relocations, and unique HOA requirements. The engineering services will include design and preparation of construction documents for the demolition of the existing OSG systems and construction of either new bulk sodium hypochlorite systems or new OSG systems. The design will include all site work, buildings and building systems, equipment and piping, electrical, and instrumentation.

DISCUSSION:

On March 30, 2021, staff issued a Request for Proposals for engineering consulting services to six qualified engineering consulting firms. Five proposals were received and the fees are summarized below:

| Consultant / Firm | Proposal Fee |
|--------------------------|---------------------|
| Lee & Ro, Inc. | \$799,950 |
| AKM, Inc. | \$804,444 |
| Brown and Caldwell | \$997,117 |
| Tetra Tech, Inc. | \$1,280,000 |
| Black & Veatch | \$1,477,540 |

Staff performed a comprehensive review of the proposals received to determine the overall best value for the professional services required. Based on the consultant’s specific project understanding and approach, overall proposal quality, project specific experience, proposed project team expertise, and cost, staff recommends that the Board approve the professional services agreement with Brown and Caldwell.

Brown and Caldwell’s proposal included unique concepts to address challenges at several of the remaining sites that could potentially save the District on construction costs and reduce operations and maintenance expenses. Examples of these unique concepts included: tailored design approach and analysis for trucking access for the delivery of sodium hypochlorite and ammonia; analysis for utilizing a tablet chlorinator system in lieu of an OSG system; and analysis for substituting the use of aqua ammonia compound with liquid ammonium sulfate compound. Along with these differentiating aspects, the selection committee concluded that Brown and Caldwell proposed the appropriate level of effort for these unique and challenging remaining sites.

SUMMARY OF COMBINED PROJECT BUDGETS*:

| | Project Budget** | Proposed / Approved Contract | Proposed / Authorized Contingency | Total Proposed / Authorized Amount |
|--|-------------------------|-------------------------------------|--|---|
| Project Items | | | | |
| Engineering | \$1,100,000 | \$997,117 | \$99,711 | \$1,096,828 |
| Construction | \$10,930,000 | \$10,930,000 | \$0 | \$10,930,000 |
| Construction Management and Inspection | \$1,130,000 | \$1,130,000 | \$0 | \$1,130,000 |
| Legal, Permits, District Labor | \$90,000 | \$93,172 | \$0 | \$93,172 |
| Totals | \$13,250,000 | \$13,150,289 | \$99,711 | \$13,250,000 |

*Shows the combined budget for RMS Replacement Phase IV & V. Separate project budgets will be provided in subsequent staff reports for the construction contract awards.

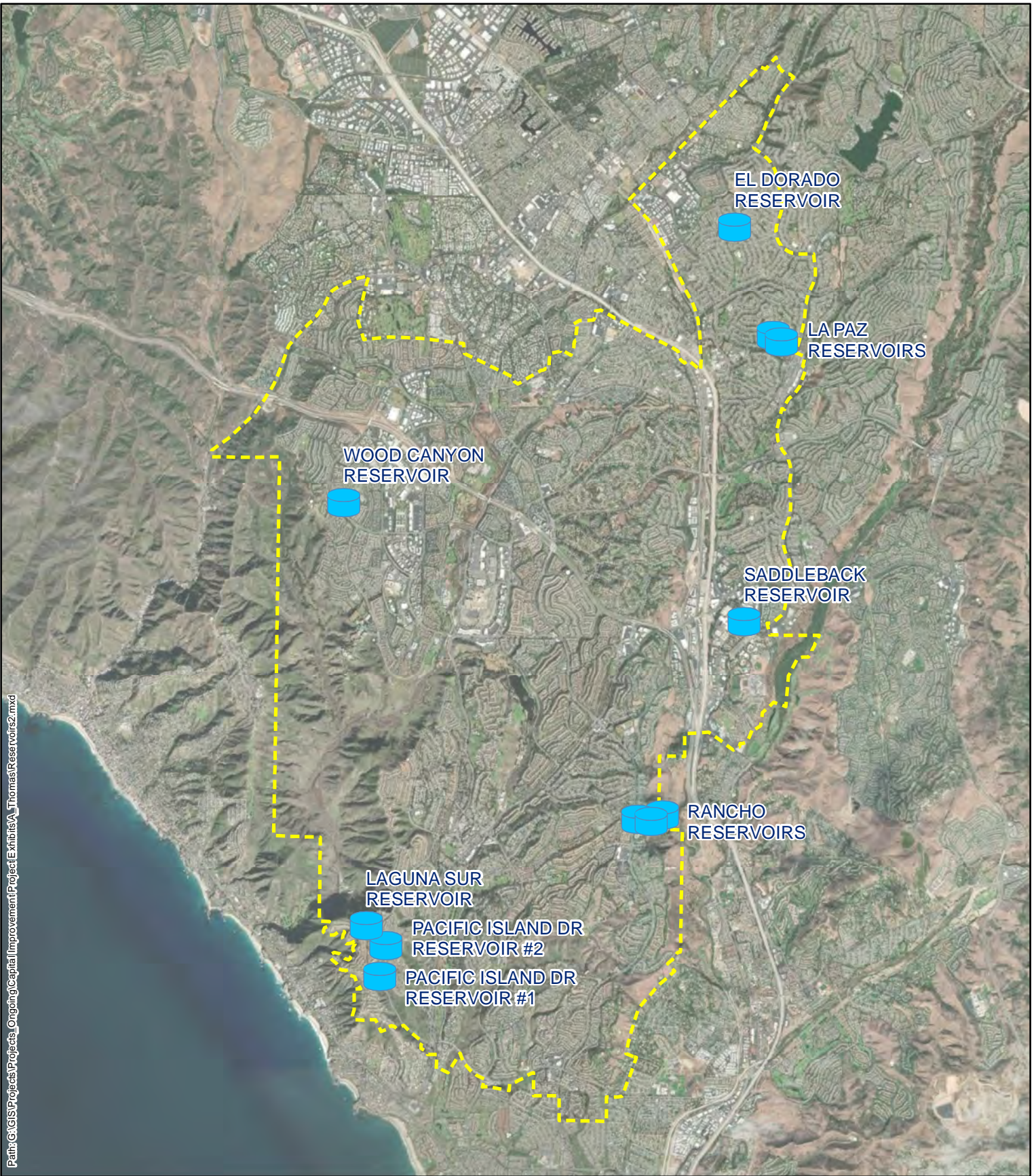
**\$17,867 has been expended to date.



 Currently Proposed Amount

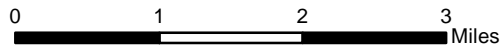
Attachments:

1. Exhibit A – Location Map
2. Exhibit B – Photos
3. Exhibit C – Vendor Contact List
4. Exhibit D – Professional Service Agreement

Path: C:\GIS\Projects\Ongoing\Capital Improvement\Project Exhibits\A_Thomas\Reservoirs2.mxd



-  Reservoir Site
-  District Boundary



Scale = 1:84,800

**Exhibit "A" Location Map
Reservoir Management System
Replacements - Phases IV & V
Contract Nos. 2019.029 & 2020.018**



Existing OSG System Building to be Replaced



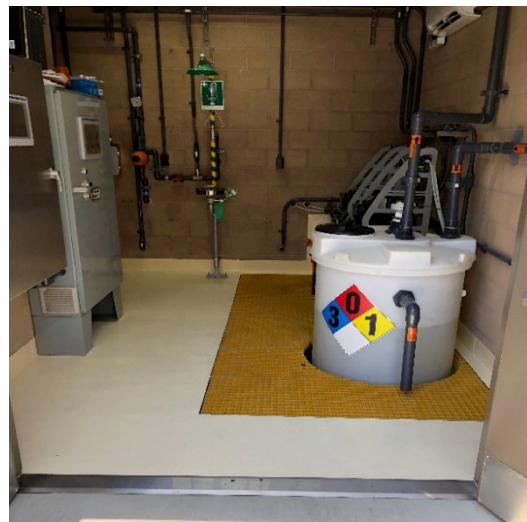
New RMS Building



New Vortex Reservoir Mixing System



New Reservoir Mixing Pumps and Ammonia Metering Pumps



New Sodium Hypochlorite Storage Tank

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MOULTON NIGUEL WATER DISTRICT AND
BROWN AND CALDWELL
MNWD PROJECT: RESERVOIR MANAGEMENT SYSTEM REPLACEMENTS - PHASES IV & V
CONTRACT NOS. 2019.029 & 2020.018**

This Agreement (the "Agreement") is made and entered into on _____, ("Effective Date") by and between the Moulton Niguel WATER DISTRICT ("MNWD") and Brown and Caldwell, a corporation with its principal place of business at 18550 Von Karman Ave., Suite 1100, Irvine, CA 92612 ("Consultant"). MNWD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

SECTION I – PURPOSE

Consultant shall provide certain professional services required by MNWD on the terms and conditions set forth in this Agreement. Consultant represents that it has the qualifications, experience, licenses, and facilities necessary to properly perform the services in a competent and professional manner.

SECTION II – TERM

The term of this Agreement shall be from the Effective Date to **June 30, 2026**, unless earlier terminated as provided herein.

SECTION III – SCOPE OF SERVICES

Section 3.1. Scope of Services. The scope of services to be provided by Consultant is set forth on Exhibit "A" attached hereto and by this reference incorporated herein ("Services"). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

Section 3.2. Schedule of Services. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines, including any schedule of services set forth in Exhibit "A."

Section 3.3. Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

SECTION IV – COMPENSATION

Section 4.1. Payment for Services Rendered. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Nine Hundred Ninety-Seven Thousand One Hundred Seventeen Dollars (\$997,117)** without written approval by MNWD. Extra Work may be

authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Section 4.2. Invoices. Consultant shall submit to MNWD a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. MNWD shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

- A. Payment shall not constitute acceptance of any work completed by Consultant.
- B. The making of final payment shall not constitute a waiver of any claims by MNWD for any reason whatsoever.

Section 4.3. Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by MNWD.

Section 4.4. Extra Work. At any time during the term of this Agreement, MNWD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by MNWD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by MNWD.

SECTION V – REPRESENTATIVES OF THE PARTIES

Section 5.1. MNWD's Representative. MNWD hereby designates its Director of Engineering, or his or her designee, to act as its representative for the performance of this Agreement ("MNWD's Representative"). Consultant shall not accept direction or orders from any person other than MNWD's Representative or his or her designee.

Section 5.2. Consultant's Representative. Consultant hereby designates Dave May, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION VI – RESPONSIBILITIES OF CONSULTANT

Section 6.1. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. MNWD retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of MNWD and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this

Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Section 6.2. Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from MNWD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

Section 6.3. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of MNWD.

Section 6.4. Substitution of Key Personnel. Consultant has represented to MNWD that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for performance of this Agreement are as follows: Dave May, Cleve Lee, and William Persich. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of MNWD. In the event that MNWD and Consultant cannot agree as to the substitution of key personnel, MNWD shall be entitled to terminate this Agreement for cause. Furthermore, any personnel who fail or refuse to perform the Services in a manner acceptable to MNWD, or who are determined by MNWD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from performing Services by the Consultant at the request of MNWD.

Section 6.5. Coordination of Services. Consultant agrees to work closely with MNWD staff in the performance of Services and shall be available to MNWD's staff, consultants and other staff at all reasonable times.

Section 6.6. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold MNWD, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

SECTION VII – LABOR CODE PROVISIONS

Section 7.1. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested Parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the Parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold MNWD, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Section 7.2. Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

Section 7.3. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

SECTION VIII – INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall immediately indemnify, defend, and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against MNWD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse MNWD for the cost of any settlement paid by MNWD or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement

shall include payment for MNWD's attorneys' fees and costs, including expert witness fees. Consultant shall reimburse MNWD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by MNWD, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

SECTION IX – INSURANCE

Section 9.1. Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to MNWD that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to MNWD that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for MNWD to terminate this Agreement for cause.

Section 9.2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

B. Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1

(any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

C. Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against MNWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

E. Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of MNWD (if agreed to in a written contract or agreement) before MNWD's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.3. All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to MNWD; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to MNWD at least ten (10) days prior to the cancellation or expiration date; and (ii) any failure to comply with

reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.5. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by MNWD. Consultant shall guarantee that, at the option of MNWD, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MNWD, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

Section 9.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by MNWD.

Section 9.7. Verification of Coverage. Consultant shall furnish MNWD with certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to MNWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by MNWD if requested. All certificates and endorsements must be received and approved by MNWD before work commences. MNWD reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Section 9.8. Reporting of Claims. Consultant shall report to MNWD, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

SECTION X – TERMINATION

Section 10.1. Grounds for Termination. MNWD may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to MNWD, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

Section 10.2. Effect of Termination. If this Agreement is terminated as provided herein, MNWD may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

Section 10.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, MNWD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

SECTION XI – OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

Section 11.1. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for MNWD to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of MNWD, and shall not be used in whole or in substantial part by Consultant on other projects without MNWD’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to MNWD reproducible copies of all Documents & Data, in a form and amount required by MNWD. MNWD reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by MNWD at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to MNWD upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to MNWD any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to MNWD upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify MNWD and provide MNWD with the opportunity to obtain the documents.

Section 11.2. Subconsultants. Consultant shall require all subconsultants to agree in writing that MNWD is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by MNWD.

Section 11.3. Right to Use. MNWD shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at MNWD’s sole risk. If MNWD uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant’s seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to MNWD upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a

party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

Section 11.4. Intellectual Property Indemnification. Consultant shall defend, indemnify and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by MNWD of the Documents & Data, including any method, process, product, or concept specified or depicted.

Section 11.5. Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of MNWD, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use MNWD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of MNWD.

SECTION XII – ACCOUNTING, INSPECTION AND AUDIT

Section 12.1. Records. Consultant shall keep and shall preserve for four (4) years after final completion of the services, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to MNWD under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give MNWD and its agents, during normal business hours, access to such Books and Records. MNWD and its agents shall have the right to make copies of any of the said Books and Records.

Section 12.2. Custody. Where MNWD has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, MNWD may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to MNWD and its Representatives.

SECTION XIII – GENERAL PROVISIONS

Section 13.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

MNWD:

Moulton Niguel Water District
P.O. Box 30203
Laguna Niguel, CA 92607
Attn: Director of Engineering

CONSULTANT:

Brown and Caldwell
18550 Von Karman Ave., Suite 1100
Irvine, CA 92612
Attn: Dave May

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Section 13.2. Subcontracting/Subconsulting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of MNWD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Section 13.3. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of MNWD's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Section 13.4. Time of Essence. Time is of the essence for each and every provision of this Agreement.

Section 13.5. MNWD's Right to Employ Other Consultants. MNWD reserves right to employ other consultants in connection with this Project.

Section 13.6. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

Section 13.7. Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of MNWD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Section 13.8. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to MNWD include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

Section 13.9. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Section 13.10. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

Section 13.11. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 13.12. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 13.13. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with MNWD's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, MNWD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of MNWD, during the term of his or her service with MNWD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 13.14. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 13.15. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

Section 13.16. Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against MNWD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against MNWD.

Section 13.17. Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

Section 13.18. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Section 13.19. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Section 13.20. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written amendment signed by both Parties.

MOULTON NIGUEL WATER DISTRICT:

BROWN AND CALDWELL:

By: _____

By: _____

(Authorized Representative of
Consultant)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Work includes preliminary and final design; preparation of construction documents and construction cost estimates; permit acquisition support; bid phase support; and construction phase services. Proposals for the project should include and show all labor hours and labor costs by position, and all other direct costs for the required work. Consultants are encouraged to modify and/or expand on the scope of work to demonstrate their understanding of the project and describe their project approach in detail. Work shall consist of, but shall not be limited to, the following tasks:

1. *Project Administration/Management*

The Consultant shall include in the scope of work sufficient time and budget to administer the services provided. Administration shall include, but not be limited to, project kick-off meeting and site visits, project design review meetings after each submittal (as identified in Tasks 2.8 and 2.9 below), coordination meetings with South Coast Water District (SCWD) (see paragraph below), and preparation of meeting agendas and minutes for each meeting. Project administration shall also include preparation and maintenance of the project schedule.

It is likely that telemetry and SCADA equipment adjacent to the existing RMS building at the Laguna Sur reservoir site will need to be re-arranged to increase the available space for the new RMS building. SCWD and MNWD share the telemetry and SCADA equipment. The consultant shall attend up to two (2) meetings with SCWD and MNWD and prepare handouts (including proposed layouts).

Deliverables: Agendas and minutes for ten (10) meetings; biweekly schedule updates

2. *Records Search and Records Review*

The construction documents for the Reservoir Management Systems Replacement Project Phase III is provided for reference. The “System-Wide Reservoir Disinfection Technology Study”, Contract No. 2015.013 is also provided for reference. Please note that the District does not have record drawings for the existing OSG systems. The existing OSG systems were installed in two phases under design/build contracts with ClorTec. The design/build contract scope of work for phases 1 and 2 of the ClorTec installations are available as reference documents. The approximate locations of the existing OSG facilities are shown on the Sectional Maps. The Sectional Maps are also marked up with potential locations of the new RMS buildings. The markups provided on the Sectional Maps indicate the District’s preferred locations of the new RMS buildings and take precedent over the locations proposed in the study. A list of site-specific considerations is also provided for each site and should be incorporated into the design.

The District has made the following information available for download at the link below:
<https://mnwd.sharefile.com/d-s9c598e7e9fe9472f81d369242750692e>

- A. Reservoir Management Systems Replacement construction documents Submittal, Contract No. 2018.007 (Phase III)

- B. System-Wide Reservoir Disinfection Technology Study, Contract No. 2015.013
- C. Sectional Maps
- D. ClorTec Contract Scope of Work – Phase 1
- E. ClorTec Contract Scope of Work – Phase 2
- F. El Dorado Reservoir Drawings
- G. La Paz Reservoirs Drawings
- H. Laguna Sur Reservoir
- I. Pacific Island Drive #1 Reservoir Drawings
- J. Pacific Island Drive #2 Reservoir Drawings
- K. Rancho Reservoirs Drawings
- L. Saddleback Reservoir Drawings
- M. Wood Canyon Reservoir Drawings
- N. Site Specific Considerations for each site (with marked up sectional map showing District preferred locations of new RMS facilities)
- O. Single Line Diagrams for El Dorado, La Paz, Pacific Island Drive #2, Pacific Island Drive #3, Rancho, Saddleback, and South Ridge Pump Stations
- P. Preliminary Site Layout for 1050-Zone Secondary Feed Pumpstation at PID 1 Reservoir Site.

This task covers detailed review of these records. After award, the District will attempt to locate any other information requested by the Consultant.

“Records Search” shall include, but is not limited to the following:

- A. Monument ties and benchmark data
- B. Environmental constraints
- C. See Task 2.3 below regarding utility research

[Deliverables:](#) Electronic copies of all relevant information obtained from Records

Search.

3. *Utility Research*

Implement a systematic approach to accurately identify and locate existing utilities in construction area. Said approach may include, but is not limited to the following:

- A. Submit letters to all utilities identified on USA's database
- B. Coordinate with District's cell carrier representatives as it relates to the possible relocation of their facilities prior to construction. This may include the creation of maps identifying pothole locations for the cell site carriers to pothole.
- C. Organize a USA meet and mark
- D. Pre-mark all visible facilities during site walk-through
- E. Ensure that the utilities shown on available record drawings are accurate; update as required
- F. Submit preliminary construction drawings to any other affected utility owners (if any) requesting their review to ensure their facilities are correctly shown

Deliverables: Copies of any correspondence with other utility owners; drawings to indicate any recommended potholing

4. *Surveying*

Provide site survey as necessary to supplement the record drawings and prepare the construction plans. Consultant shall provide ground control survey for surface structures and utilities (including appurtenances) above grade, below ground utilities, and other elements relevant to preparing comprehensive construction drawings for construction of the proposed facilities. At a minimum, new base drawings shall be prepared for the immediate vicinity of the proposed facilities and any areas that will need to be regraded. Additionally, consultant shall identify and mark proposed RMS building corner locations using survey pins during the latter part of the design process when building locations and sizes have been finalized.

Deliverables: None

5. *Potholing*

Following the completion of Tasks 2.3 and 2.4 above, Consultant shall prepare a potholing plan for locating underground utilities that may conflict with the proposed RMS building locations. In general, the District does not want to locate the proposed RMS buildings over existing utilities. The plan shall include a list and redlined drawings of recommended utilities to be potholed. The District will approve this list prior to commencing. Potholing shall be performed to verify the exact horizontal and vertical locations of all potential utility conflicts. Potholing depth shall be sufficient to determine the top and bottom of the potential utility conflicts. Consultant shall submit a pothole report to document findings.

For this proposal, Consultant shall assume that approximately twenty four (24) potholes and

16 slot trenches (up to 6 linear feet in length) will be required.

Deliverables: List and drawings of proposed pothole locations; pothole report

6. *Geotechnical Exploration*

Consultant shall prepare a geotechnical exploration and testing plan for the proposed facilities. The plan shall include a list and redlined drawings of recommended geotechnical boring locations. The District will approve this list prior to commencing. The number and depth of the soil borings shall be adequate, in the Consultant's professional judgement, to define the soils properties affecting the design and construction of the proposed facilities. Consultant shall submit a geotechnical report to document findings and provide recommendations. The locations of all borings shall be plotted on a map and attached to the report, preferably using survey coordinates consistent with the site survey. Complete logs of all soil profiles shall be included in the report with all thicknesses, descriptions, classifications, and properties relevant to the design and construction of the proposed facilities. The report shall make recommendations relevant to the design, including but not limited to dewatering, shoring, backfill, and compaction. The report shall also address seismic design factors for the proposed facilities.

For this proposal, Consultant shall assume a minimum of one (1) boring at each site, or as otherwise recommended by the Consultant.

Deliverables: List and drawings of proposed boring locations; geotechnical report

7. *Permit Acquisition Support*

The Consultant shall determine all required permits and plan check requirements for the project. The Consultant shall prepare all permit applications and plan check packages and submit to the proper authorities on the District's behalf. The District will pay applicable permit and plan check fees.

Deliverables: Permit applications and plan check packages

8. *Preliminary Design*

Preliminary Design shall include the following items at a minimum:

- Design criteria for buildings including ventilation and AC.
- Design criteria for all major equipment items.
- Evaluation and recommendation of which of the four identified sites (El Dorado, La Paz, Laguna Sur, and Pacific Island Drive II) will require a new OSG system versus a bulk system considering factors including usage, access, space limitations, cost, etc.
- A technology evaluation and recommendation for the proposed OSG system.
- Preliminary site plans including preliminary chemical routing, mixing pump

- pipelines, and piping for eyewash.
- Analysis of chemical delivery truck accessibility for each site (Consultant shall conduct onsite meetings with a minimum of two local chemical delivery companies evaluate chemical delivery truck accessibility for each site).
 - Preliminary RMS building sizing and layouts for each site.
 - Assessment of power needs and availability at each site. (If power supply upgrades are required, Consultant shall provide design support and coordination with utility providers as needed, including obtaining any required service plans.)
 - Laguna Sur Reservoir – a constructability review and recommendations aimed at minimizing construction impacts to adjacent recreation (e.g. tennis courts) and residential properties.
 - Laguna Sur Reservoir – Determination of available space and possible re-arrangement of telemetry equipment.
 - Any changes to control philosophies from the RMS Replacement Project from Phase III (to be established based on input from District staff).
 - Preliminary estimates of probable construction costs per site.
 - Draft Preliminary Design Technical Memorandum (PDTM) – Prepare draft PDTM that documents the above items.
 - Final PDTM – Incorporate District comments from review of Draft PDTM or provide explanation of comment dismissal.

Deliverables:

- Five (5) hard copies and a searchable PDF copy of Draft PDTM for District review
- Five (5) signed hard copies and a searchable PDF copy of Final PDTM

9. Preparation of Contract Documents

The Consultant shall prepare two complete sets of Contract Documents (Construction Drawings and Specifications) for two separate projects that will be bid and constructed sequentially. The Consultant shall prepare the Contract Documents using the District's standard format, standard forms, standard agreement, standard bonds, complete General Provisions, pertinent Special Provisions, pertinent Technical Specifications, and pertinent Standard Drawings. The District will provide the latest versions of these documents prior to the Consultant commencing Task 2.9. In general, the construction drawings, bid sheets, special provisions, and technical specifications will require a high degree of specialization.

The design shall address the recommendations of the System-Wide Reservoir Disinfection Technology Study and shall generally follow construction documents for the Reservoir Management Systems Replacement (Phase III) (Task 2.2) for the eight RMS sites included in this project and the recommendations of the Preliminary Design Technical Memorandum (Task 2.8). The Consultant will be required to make the four (4) submittals as follows.

The eight RMS sites will be packaged as two complete sets of contract documents. Within each set of contract documents, each site should have a separate bid schedule.

70% Submittal

Plans for this submittal shall include detailed components of the facility design, including civil/site, mechanical, and electrical/instrumentation plans, sections, and details. The 70% submittal shall include all eight sites in one set.

95% Submittal (for two sets of contract documents)

Plans for this submittal shall include detailed components of the facility design, including civil/site, mechanical, and electrical/instrumentation plans, sections, and details. All sections of the Contract Documents and Specifications shall be included along with a preliminary engineer's estimate of probable construction cost (Task 2.10).

The 95% submittal shall incorporate all District comments from the 70% Review.

100% Submittal (for two sets of contract documents)

This submittal will include the complete Construction Plans, Construction Documents and Specifications, and a final engineer's estimate of probable construction cost (Task 2.10).

The 100% submittal shall incorporate all District comments from the 95% Review. The 100% submittal shall be ready to bid in the Consultant's opinion.

Note: The 100% design submittal for the second set of contract documents shall be submitted toward the end of the construction of the first project and will incorporate any lessons learned.

Final Contract Documents (for two sets of contract documents)

After the District completes a cursory review of the 100% submittal, the Consultant will be instructed to prepare Final Contract Documents. The Final Contract Documents shall incorporate all District Comments from the 100% Review. The Final Contract Documents shall be stamped and signed.

After obtaining District signatures, Consultant shall provide the District with seven (7) sets of bound full size construction plans and seven (7) sets of bound construction specifications with 11"x17" reduced construction drawings enclosed as an exhibit.

Responses to Comments

Accompanying the deliverables provided at each submittal stage, including for all intermediate and final versions of all deliverables provided for District review as specified herein, the Consultant shall provide written responses to each and every District comment and question provided on the previous submittal stage or document version, as applicable, explaining in explicit detail and with reference to specific drawings, details, notes, specification sections, paragraphs, etc. exactly how the District's comment was addressed, why it was dismissed, or providing an answer to the question. Consultant's responses shall be provided in the format of markup text responses placed adjacent to the District's markup

comments on electronic documents. Consultant's markup responses shall be of a consistent color that is different than the District's markup comments. Alternatively, Consultant may provide their responses in an electronic spreadsheet matrix, the format of which shall be prepared by the Consultant and approved by the District in advance of its being used.

Deliverables:

- 70% Submittal - One (1) full size sets and three (3) 11"x17" reduced sets of construction plans. A fully searchable PDF copy will also be required.
- 95% Submittal (for each set of contract documents) – One (1) full size set and three (3) 11"x17" reduced sets of construction plans, and two (2) sets of bound construction specifications. A fully searchable PDF copy will also be required. The preliminary construction cost estimate is to be provided with this submittal.
- 100% Submittal (for each set of contract documents) – One (1) full size sets of construction plans and two (2) sets of bound construction specifications with 11"x17" reduced construction drawings enclosed as an exhibit. A fully searchable PDF copy will also be required. The final construction cost estimate is to be provided with this submittal.
- Final Contract Documents (for each set of contract documents) – Seven (7) sets of bound full size construction plans and seven (7) sets of bound construction specifications with 11"x17" reduced construction drawings enclosed as an exhibit. For the final submittal, specifications shall be provided with colored pages as follows: Bid Forms – White, General Provisions – Blue, Special Provisions – Pink, and Technical Specifications – Green. A fully searchable PDF copy will also be required. Provide all final native files including AutoCAD files for plans (including all reference files; NAD-83, State Plane Zone 6, NAVD-88 of all sheets), Revit or other 3D model files used, MS Word files for specifications, and MS Excel file for cost estimate.

Note: "Full size" Drawings/Plans shall be 22" x 34" such that 11" x 17" prints are true half size. Also, construction drawings shall be tied to the State Plane Coordinate System.

10. Construction Cost Estimate (for two sets of contract documents)

The Consultant shall provide to the District an estimate of the probable construction cost for the complete project. Two formats of the estimate shall be provided: (1) full detailed cost breakdown and (2) in the format of bid items prepared for the Construction Specifications. Construction cost estimates shall be provided with 95% and 100% Submittals (i.e. preliminary construction cost estimate and final construction cost estimate). The final construction cost estimate shall be prepared in sufficient detail that a contingency is not required.

Deliverables: Preliminary and Final Construction Cost Estimates

11. Bid Phase Support (for two sets of contract documents)

During the bidding period, the Consultant shall assist with providing information and clarification of the Contract Documents to prospective bidders as requested. The

Consultant shall assume two (2) addenda will be required during the bid process and shall incorporate this scope and fee into the proposal. The Consultant shall also conduct an onsite pre-bid meeting.

Deliverables: Two (2) Addenda if required (for each set of contract documents); pre-bid meeting agenda and minutes

12. Construction Phase Services (for two separate construction projects)

During the construction of the proposed improvements, the Consultant shall provide the following construction phase services and include appropriate fees in the submitted Proposal:

- A. Pre-Construction Meeting (for each construction project): Conduct pre-construction meeting with the District and Contractor prior to beginning construction and prepare agenda and minutes.
- B. Contractor's RFI (for each construction project): Respond to approximately sixty (60) Requests for Information from the Contractor and the District.
- C. Shop Drawing Reviews (for each construction project): Review and acceptance of at least one hundred and thirty (130) shop drawing submittals. If the Consultant anticipates that more shop drawing submittals than the above stated number will be required, the fee estimate shall state the number of shop drawings and the hours required to review and process that quantity. Consultant shall include an adequate fee amount to perform a second review of each shop drawing submittal.
- D. Conference Calls (for each construction project): Twenty (20) conference calls of one hour as requested by District staff.
- E. Site Visits (for each construction project): Four (4) visits of two hours as requested by District staff.
- F. Record Drawings (for each construction project): At the conclusion of the construction, the District will provide the Consultant with a single, consolidated set of red-lined as-built drawings. Consultant shall prepare the final record drawings based on the same. Record drawings shall be prepared in AutoCad.

Deliverables:

- Pre-Construction meeting agenda and minutes
- RFI responses and Submittal Review Comments
- Three (3) full size sets of draft record drawings. Upon the District's review and approval, one (1) full size set of mylars with original signatures and one (1) full size set bond copy. In addition, provide electronic files in AutoCad (including all reference files; NAD-83, State Plane Zone 6, NAVD-88 of all sheets), Revit or other 3D model files used, and PDF.

Section 1 Scope of Work

Project Understanding

The District is entering the last phase of the Reservoir Management Replacement Program to replace the aging on-site generation reservoir management systems (RMS) with either a new OSG system or with a 12.5% bulk sodium hypochlorite and ammonia system. Phases IV and V will involve the remaining eight potable water reservoir sites:

1. El Dorado Reservoir
2. La Paz Reservoirs
3. Laguna Sur Reservoir
4. Saddleback Reservoir
5. Pacific Island Drive I Reservoir
6. Pacific Island Drive II Reservoir
7. Rancho Reservoirs
8. Wood Canyon Reservoir

We know the District prefers a 12.5% bulk sodium hypochlorite and ammonia system wherever feasible. However, four of the sites—El Dorado, La Paz, Laguna Sur, Pacific Island Drive II Reservoir—are currently slated for a new OSG system due to infrequent use, lack of space to accommodate a bulk system, or access constraints for a chemical truck delivery. We also understand that similar chemical building layouts, styles, and equipment are highly preferred across all 21 reservoir sites for ease of operation and maintenance.

In analyzing the scope of work and visiting the sites,

BC identified the following key challenges that need to be addressed:

Coordinate with Stakeholders to Advance Design and



Eliminate Rework. We will coordinate with stakeholders that have infrastructure, utilities, or public interests within the reservoir sites to secure their buy-in with the design.

Mitigate Construction and Operational Impacts to Maintain Uninterrupted Service.



To secure uninterrupted potable water services throughout construction, BC will perform subsurface investigations, identify temporary facilities and utility bypass requirements, and explore adding isolation valves to minimize service disruptions.

Consider OSG Systems and Optional Ideas for Select Sites to Enhance Safety and Simplify O&M.



Some reservoir sites have limited space and access and may be better suited for an OSG system versus bulk storage. In addition, should the District desire to look at other opportunities to further simplify O&M and increase safety, we could evaluate liquid ammonia sulfate (LAS) to replace aqua ammonia and alternative OSG technology and use a decision-making software during the evaluation process.

Project Outcomes

To continue to secure safe drinking water, the BC team will address the aforementioned challenges and commit to providing the District the following:

Establish Equipment Design Criteria. BC will confirm chemical dosage requirements at eight reservoir sites prior to designing and sizing the equipment. New control units will be designed to interface with the District's central SCADA system and we will evaluate the need of any electrical upgrades.

Evaluate New OSG System Versus Bulk System. BC will evaluate if four sites—El Dorado, La Paz, Laguna Sur, Pacific Island Drive II Reservoir—identified for a new OSG system can accommodate the District's preferred bulk system.

Design Site Specific RMS Building Sizes/Layouts. BC will design a site-specific RMS building size/layout that will take into consideration site-specific constraints, such as space, access, and public impacts.

Scope and Approach

BC accepts the District's scope of work in the Request for Proposal. We provided a level of effort table showing specific staff and hours in Appendix C and a list of construction drawings in Appendix D. In the following sections is our approach to the most important aspects of your project.



Coordinate with Stakeholders to Advance Design and Eliminate Rework

Several stakeholders have infrastructure, utilities, or public interests within the reservoir sites that will require close coordination to obtain approval of changes or impacts due to the RMS facilities. For instance, we may need to relocate on-site equipment or utilities or need approval for new RMS facilities' site layouts and work sequencing. To avoid design delays and rework, BC will maintain constant communication and provide the stakeholders and District updates. BC identified the following potential stakeholders that may require coordination during design:

- South Coast Water District
- Various cell carriers
- Southern California Edison
- San Diego Gas and Electric
- City of Aliso Viejo
- City of Mission Viejo
- City of Laguna Niguel
- Homeowner's Association at Laguna Sur Reservoir
- District's 1050 Zone Secondary Feed Pump Station and Transmission Main Project at Pacific Island Drive I Reservoir



Mitigate Construction and Operational Impacts to Maintain Uninterrupted Service

Subsurface Investigation

To avoid service disruptions, BC will perform a thorough subsurface investigation and will research, verify, and coordinate with the District on how the existing system operates. We will 'work out the details' in work sequencing during design. BC will identify, design, and indicate in the contract documents temporary facilities and utility bypasses, where needed.

BC values the importance of performing a thorough subsurface investigation during design. Having a good understanding of what is buried underground and where the utilities are located prior to construction will allow the design to address potential space conflicts and to minimize construction surprises, delays, costs, and workers' health impacts. The step-by-step flowchart shown in **Figure 1-1** will be used during the subsurface investigation to achieve this goal.

BC will also explore the need for additional isolation valves that would be beneficial to maintain uninterrupted services during construction. To minimize construction schedule delays and confirm valves are functional, BC will request the District exercise the existing valves slated for isolation use prior to construction.

Prior to potholing, geophysical utility locating equipment will be used to locate targeted utilities and utilities that may not been accounted for. For any unknown utilities encountered, BC will review record drawings again and will have discussions with the District and stakeholders to determine what they are and if they are active. BC also proposes large diameter utilities and electrical duct banks



Figure 1-1

Steps to minimize construction surprises, delays, costs, safeguard workers' health, and maintain operations.

be potholed for their edges to minimize fatal flaws due to space constraints or having structures built on top of existing utilities.

Confirm Design Guidelines Meet Expectations

BC is aware that the District prefers consistent building layouts, styles, and equipment across all 21 reservoir sites. With this project being the last phase of the Reservoir Management Replacement Program, the District identified Phase III construction documents to be the benchmark to use as a design guideline for this project. However, BC would like to explore potential room for improvements by conducting a meeting with the District’s O&M staff to confirm what has been constructed in previous phases meets their expectations.



Consider OSG Systems and Optional Ideas for Select Sites to Enhance Safety and Simplify O&M

OSG System

The District prefers a bulk system over an OSG system where feasible. Bulk system would provide ease of O&M and enhance the health and safety of the District’s staffs as sodium hypochlorite would not need to be created on-site. However, four sites—El Dorado, La Paz, Laguna Sur, Pacific Island Drive II Reservoir—are clearly better suited for a new OSG system due to either low demands, site accessibility issues, or site space constraints.

For this proposal, the BC team took a closer look at the feasibility for a bulk system at two sites: Laguna Sur

and Pacific Island Drive II. BC understands that the El Dorado Reservoir is more suitable for an OSG system due to low demands. The feasibility for a bulk system at the La Paz Reservoir will be further evaluated during preliminary design.

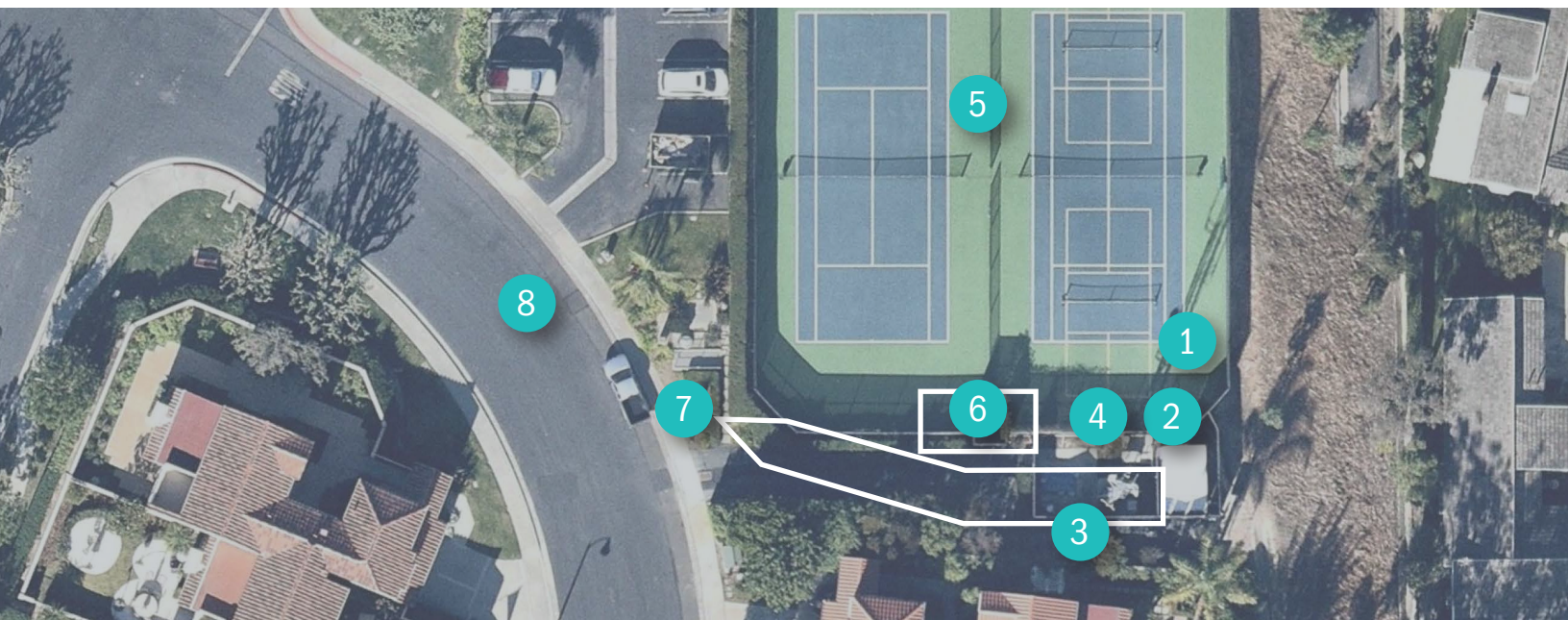
For Laguna Sur and Pacific Island Drive II, a preliminary truck routing model has been performed for a 2,500-gallon bulk chemical delivery truck. A preliminary site plan has been developed with the RMS building assumed to be similar in size to the Phase III contract documents. RMS building size/layout will be further vetted during preliminary design to maximize site accessibility and provide adequate room for future O&M.

Laguna Sur

The Laguna Sur Reservoir is located underneath the tennis courts of a gated residential community. Per the District, the residential community is leasing the reservoir site to the District. The existing RMS building is located on the southeast corner of the tennis courts with the South Coast Water District and the District sharing the telemetry and SCADA equipment just west of the RMS building. For vehicular access to the telemetry, SCADA and RMS building, there is an existing 12-foot wide access road off of Antibes.

A preliminary site plan for the Laguna Sur Reservoir site is shown in **Figure 1-2**. We are proposing that the new RMS building be located west of the telemetry and SCADA equipment, as opposed to the District’s preferred location, as it would require temporary facilities during construction. We also recommend widening the 12-foot access road to

Figure 1-2



- | | | |
|-------------------------------|---|-------------------------|
| 1. Demolish existing RMS shed | 4. Existing telemetry and SCADA equipment | 6. New RMS building |
| 2. Construct new access road | 5. Laguna Sur Reservoir | 7. Existing access road |
| 3. Existing wall | | 8. Antibes |

provide access to the telemetry and SCADA equipment. The benefits of this proposed layout include:

- Eliminating the need for temporary facilities during construction
- Reducing regrading and construction of a retaining wall to hold the side slope as shown in **Photo 1**
- Minimizing rearrangement of the existing telemetry and SCADA equipment, if required

A potential challenge of this proposed layout would be getting Homeowner Association approval to remove a portion of the existing landscape along the adjacent residential property wall for the new access road as shown in **Figure 1-2**.

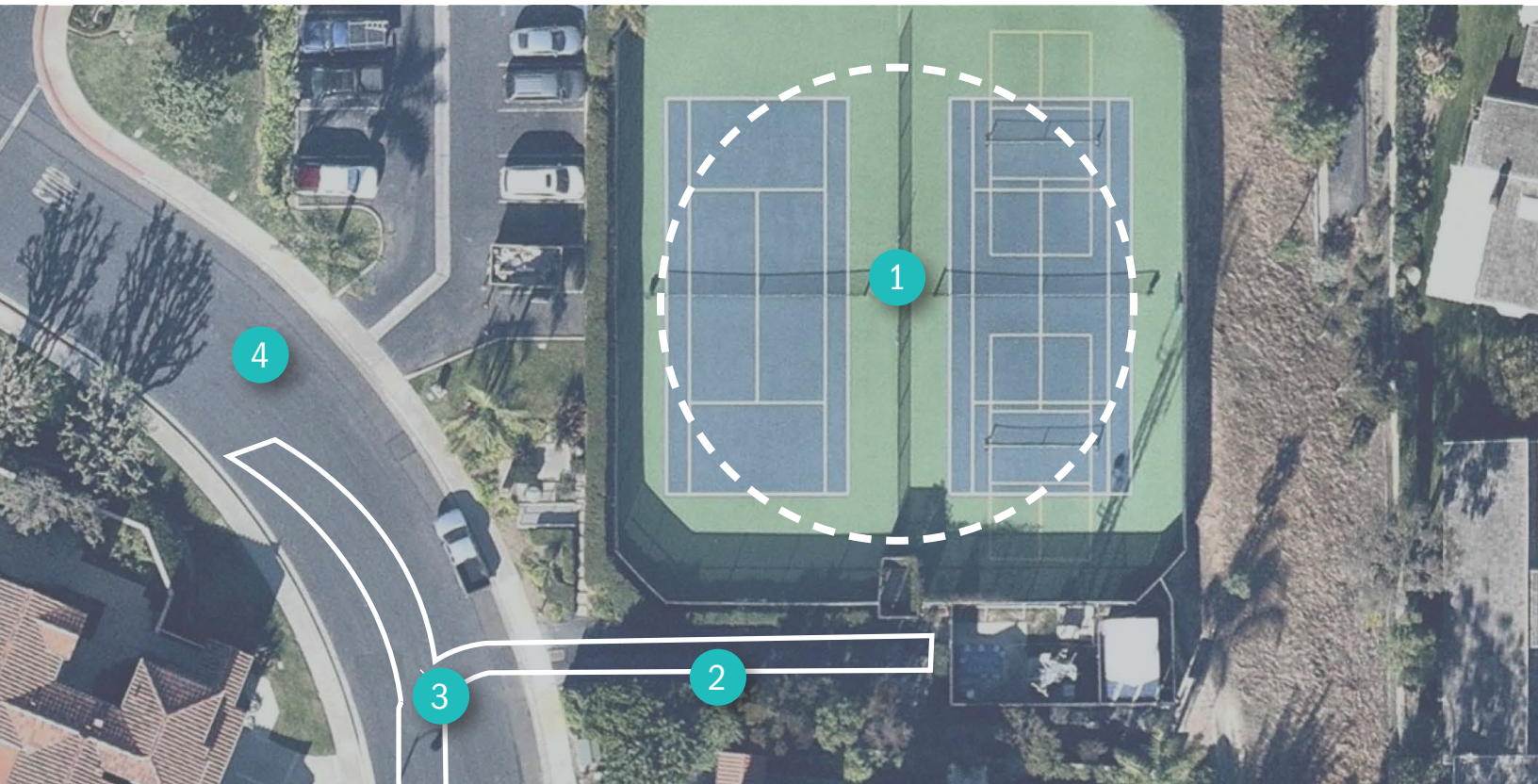
BC's proposed site plan will allow for the delivery of 12.5% bulk sodium hypochlorite. **Figure 1-3** is the proposed truck route for a bulk delivery truck. The bulk delivery truck will back into the access road off on Antibes to fill the sodium hypochlorite tank.

Photo 1: East of the Tennis Courts and RMS Building Looking North



- | | |
|---------------------|--------------------------|
| 1. Eye wash station | 3. Tennis courts |
| 2. Side slope | 4. Existing RMS building |

Figure 1-3



- | | |
|-------------------------|--|
| 1. Laguna Sur Reservoir | 3. Truck turning analysis for 2,500 gallon bulk delivery |
| 2. Existing access road | 4. Antibes |

Pacific Island Drive II Reservoir

The Pacific Island Drive II Reservoir is located off of Pacific Island Drive, which is a major local street traveled by the surrounding community. The site currently houses a green waste dumpster where the local community can drop off their waste. This dumpster is located just along Pacific Island Drive and shares the same access road to the Pacific Island Drive II Reservoir facility. Per the District, this green waste dumpster will be relocated by the District's 1050 Zone Secondary Feed Pump Station and Transmission Main Project. See **Photo 2**.

A preliminary site plan for the Pacific Island Drive II Reservoir site is shown on **Figure 1-4**. BC is proposing the new RMS building be located where the green dumpster currently resides, which is also where the

Photo 2: Inside PID II Reservoir Facility Looking North



- 1. Shared access road to green waste dumpster and Pacific Island Drive II Reservoir
- 2. Green waste dumpster
- 3. Pacific Island drive

Figure 1-4



- 1. Pacific Island Drive Reservoir No. 2
- 2. Verizon lease area
- 3. Existing green dumpster to be relocated
- 4. New RMS building
- 5. Modify existing fence
- 6. Construct retaining wall and new driveway
- 7. Pacific Island Drive

District prefers. To allow access for a bulk delivery truck, BC proposes the removal of a portion of the existing landscape in front of Pacific Island Drive and converting this landscaped area to a driveway and an access road that will create a horseshoe driveway with the existing driveway and access road. **Figure 1-5** is the proposed truck route for a bulk delivery truck. The bulk delivery truck will pull into the horseshoe driveway, park and fill the sodium hypochlorite tank. The benefits of this proposed layout include:

- Providing site accessibility for a 2,500-gallon bulk chemical delivery truck
- Maintaining site access within the fence line to allow for the continuation of O&M

A potential challenge of this layout would be obtaining approvals from the City of Laguna Niguel and the District-contracted arborist's to remove the existing trees to allow for the construction of the proposed horseshoe driveway.

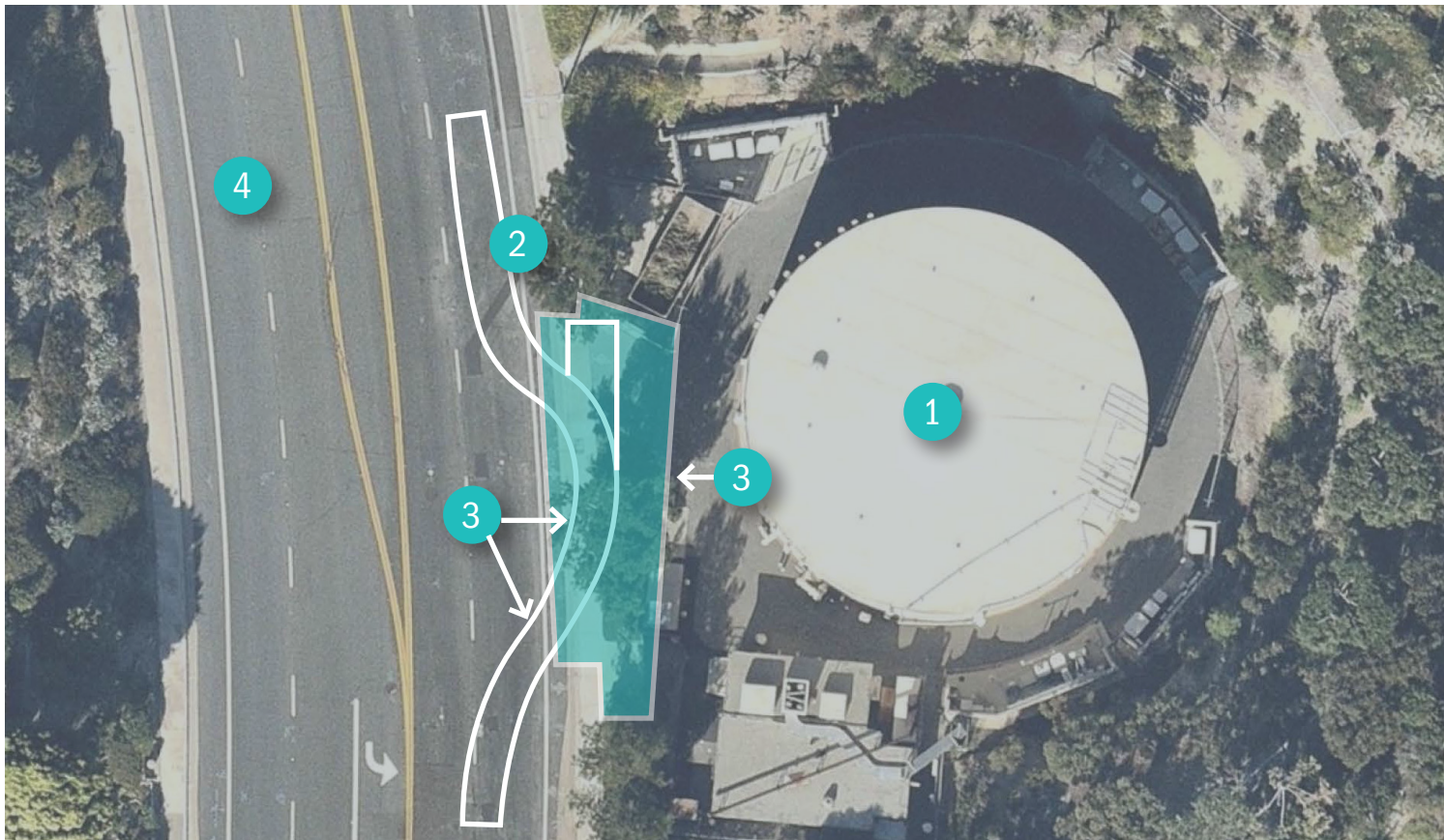
Optional Ideas

Alternative Ammonia Chemical

The District has been using 19% aqua ammonia as its monochloramine residual forming chemical. We propose

converting the use of aqua ammonia or ammonium hydroxide (AOH) to LAS at all the reservoir sites. The handling of AOH requires annual hazardous chemicals training for all O&M staff and wearing personal protective equipment including gloves, goggles, and self-contained respirators, due to the potential release of hazardous off-gas. AOH is a corrosive chemical that can irritate and burn skin severely on contact and cause eye damage. Exposure to AOH can irritate eyes, nose, and throat; inhaling AOH can irritate the lungs and higher exposure can cause build-up of fluids in the lungs (pulmonary edema), shock, convulsion, cyanosis or central nervous system depression. Although AOH is not combustible, in a fire, ammonia vapors form; these vapors can ignite and may result in an explosion. AOH has an odor threshold of 50 ppm. It is listed on the U.S. Environmental Protection Agency Toxic Substance Control Act Chemical Substance Inventory and cited by U.S. Department of Transportation as a corrosive material. Due to its high pH, AOH can cause precipitation and clogging of ammonia injectors and pipe scaling, requiring periodical cleaning and maintenance. Furthermore, AOH loses its potency during long-term storage.

Figure 1-5



1. Pacific Island Drive Reservoir No. 2
 2. Truck turning analysis for 2,500 gal bulk delivery truck
 3. Modified driveway
 4. Pacific Island Drive

Because of the health and safety concerns and reliability issues of AOH, many utilities have switched to LAS as the monochloramine residual forming chemical. Compared with AOH, LAS is a more stable chemical for long-term storage with no odor emission probability. Therefore, LAS systems require no gas detection equipment. It is not a hazardous chemical and has no U.S. Environmental Protection Agency inventory reporting requirements or DOT requirements for transportation. LAS is much safer to handle and most of the materials used for the AOH system are compatible with LAS. LAS is usually delivered as 38-40% $(\text{NH}_4)_2\text{SO}_4$ solution with equivalent NH_3 of 9.8-10.3%. The pH of LAS is slightly acidic, so it causes no clogging or pipe scaling problem. The cost of LAS is somewhat higher than that of AOH, but the health and safety concerns and reliability improvements far outweigh the cost difference. BC recently designed the conversion from AOH to LAS at the water treatment plant of City of Pittsburg, California, and the O&M staff are appreciative of the conversion.

If interested, a bench scale could be performed or a pilot facility could be installed at one of the sites to allow District staff to perform a test run of operating the system and determine if LAS is preferred over aqua ammonia at a later date. Converting the previously completed 13 reservoirs sites from aqua ammonia to LAS would not be extensive, as the same equipment is used for both chemicals.

In addition, a decision-making tool can be used to assist the District with making the complexed decision of the type of chemical system to use. BC will work with the District to establish goal objectives and to apply weights to each. The alternatives will then be scored and ranked.

Use Tablet Chlorinator In Place of On-site Hypochlorite Generator

For the sites that would use on-site hypochlorite generators, we proposed to evaluate the use of simple and low-cost calcium hypochlorite tablet chlorinators. A tablet chlorinator usually consists of a basin where the tubes containing a stack of calcium hypochlorite tablets are placed. The top of the tubes should extend above the ground surface and

be protected by a cap. The bottom tablet in the tube is in contact with the water flowing through the basin. One example is the Accu-Tab Tablet Chlorinator System which uses 3-inch calcium hypochlorite tablets. Before water is moved to the distribution system or a reservoir, a side stream of water flows through the chlorinator and contacts the Accu-Tab 3-inch tablets which sit atop of a sieve plate inside the chlorinator. The tablets erode at a predictable rate based on the flow rate of the side stream, allowing for a consistent delivery of chlorine dose. Once the water is chlorinated, it is injected back to the water line or the reservoir. The chlorinator automatically stops when the water is shutoff, keeping the tablets dry when the unit is not in operation. A control valve at the inlet allows precise chlorine residual control. The water industry uses tablet chlorinators in smaller applications as well as larger water treatment plants up to 14 million gallons per day.

The advantages of the tablet chlorinator such as the Accu-Tab system include:

- Safety – easy to handle, no spill
- Charging chemical – easy to add tablets, only one person is needed
- Material compatibility – more neutral pH, less corrosive
- Convenience – 55-lb pails of tablets are easy to handle
- Maintain chlorine strength – small change over a year
- Chlorine delivery control – consistent strength makes for easy, reliable control
- Storage convenience – 55-lb pails stacked three high
- Auxiliary equipment – no moving parts in chlorinator
- Simpler equipment – no need for special vented valves

Compared to on-site hypochlorite generator:

- lower cost
- simpler O&M
- no venting or gas binding
- smaller footprint



Water Treatment Plant Improvements, City of Pittsburg, California

The BC team designed several improvements, including replacing the plant's problematic anhydrous ammonia system with a safer, more reliable LAS system for chloramine formation. See Section 3 for more detail.



May 11, 2021

Mr. Alex Thomas, PE
District Project Manager
Moulton Niguel Water District
26161 Gordon Road
Laguna Hills, CA 92653

**Subject: Fee Proposal for Reservoir Management Systems Replacement – Phases IV
& V (Projects Nos. 2019.029 & 2020.018)**

Dear Mr. Thomas:

Thank you for the opportunity to propose on the subject project. Brown and Caldwell (BC) is pleased to submit the enclosed fee proposal which includes the following:


- Estimated level of effort (i.e., hours) that each project team member will contribute for the individual tasks depicted in the scope of work.
- The hours presented in a tabular format, including hours for all subconsultants.
- The budget is based on current hourly billing rates and includes all labor, subconsultants, and other direct costs for all work items.
- Our billing rates schedule(s), current and proposed, for the duration of the project.
- Fee estimating assumptions (Attachment A)

The proposed fee to complete the Scope of Work is \$997,117. This fee includes other direct costs in the amount of \$18,450.

We look forward to working with you on this project. If you have any questions regarding this fee proposal, please contact Cleve Lee at 714.689.4807 or cllee@brwncald.com.

Very truly yours,

Brown and Caldwell


Dave May, PE
Principal-in-Charge


Cleve Lee, PE
Project Manager

Moulton Niguel Water District (CA) -- MNWD TO Reservoir Mgmt Sys Ph 4_5

| Phase | Phase Description | Lee, Cleve M | Surrio, Emma S | May, David | Wong, Joseph M | Persich, William A | Tran, Andrew D | Mangosong, Alan R | Lee, Windsor T | Austin, Richard H | Halverson, Eric | Vo, Sang Van | Zacheis, George A | Falken, Eric J | Birdsell, Richard | Shadan, Farshid F | Tran, Hy-Van D | Kingery, Randolph E | Rivas, Alejandro | Resop, Christopher J | Agster, William P | Poladia, Nitesh J | Yoshida, Kathleen S | Surrio, Lindsay B | Total BC Labor Hours | Total BC Labor Effort |
|--------------------|-----------------------------------|--------------|----------------|------------|----------------|--------------------|----------------|-------------------|----------------|-------------------|-----------------|--------------|-------------------|----------------|-------------------|-------------------|----------------|---------------------|------------------|----------------------|-------------------|-------------------|---------------------|-------------------|----------------------|-----------------------|
| | | \$216.93 | \$128.80 | \$318.66 | \$256.83 | \$262.30 | \$161.57 | \$100.64 | \$122.18 | \$230.34 | \$131.97 | \$213.82 | \$342.78 | \$254.46 | \$272.32 | \$298.94 | \$130.11 | \$133.70 | \$189.76 | \$138.14 | \$263.62 | \$232.54 | \$96.90 | \$98.82 | | |
| | this row | | | | | | | | | | | | | | | | | | | | | | | | | |
| 201 | Project Administration/Management | 350 | 58 | 1 | 0 | 21 | 47 | 0 | 17 | 27 | 0 | 34 | 64 | 41 | 41 | 41 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 54 | 806 | \$176,147 |
| 202 | Records Search and Record Review | 4 | 0 | 0 | 0 | 4 | 4 | 12 | 8 | 4 | 12 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 54 | \$8,536 |
| 203 | Utility Research | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 33 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 56 | \$6,700 |
| 204 | Survey | 0 | 0 | 0 | 0 | 1 | 1 | 6 | 6 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | \$2,449 |
| 205 | Potholing | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | \$2,000 |
| 206 | Geotechnical Exploration | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | \$1,915 |
| 207 | Permit Acquisition Support | 0 | 0 | 0 | 0 | 1 | 1 | 12 | 4 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 22 | \$2,812 |
| 208 | Preliminary Design | 2 | 0 | 0 | 12 | 27 | 27 | 92 | 82 | 24 | 76 | 54 | 0 | 0 | 0 | 0 | 30 | 5 | 5 | 0 | 0 | 0 | 10 | 0 | 446 | \$67,831 |
| 209 | Preparation of Contract Documents | 40 | 0 | 0 | 0 | 12 | 12 | 79 | 167 | 210 | 115 | 351 | 0 | 0 | 0 | 0 | 231 | 200 | 61 | 74 | 0 | 0 | 38 | 0 | 1,590 | \$262,931 |
| 210 | Construction Cost Estimate | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 4 | 4 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 148 | 0 | 0 | 168 | \$38,183 |
| 211 | Bid Support | 0 | 0 | 0 | 0 | 2 | 2 | 8 | 8 | 4 | 8 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 44 | \$6,706 |
| 212 | Construction Phase Estimate | 24 | 0 | 0 | 0 | 40 | 46 | 344 | 268 | 174 | 316 | 164 | 0 | 0 | 0 | 0 | 20 | 10 | 10 | 10 | 0 | 0 | 0 | 0 | 1,426 | \$214,560 |
| GRAND TOTAL | | 420 | 58 | 1 | 12 | 108 | 144 | 574 | 609 | 451 | 529 | 629 | 64 | 41 | 41 | 41 | 299 | 215 | 76 | 84 | 10 | 148 | 52 | 54 | 4,660 | \$790,769 |

Hours and Dollars are rounded to nearest whole number.

| | Hushmand Associate | | KDM Meridian | | T2 UES | | | | | |
|------------|--------------------|----------|--------------|----------|--------|----------|-----------------------|----------------|-------------------|--------------|
| Total ODCs | Hours | Cost | Hours | Cost | Hours | Cost | Total Sub Labor Hours | Total Sub Cost | Total Labor Hours | Total Effort |
| \$250 | | \$0 | | \$0 | | \$0 | 0 | \$0 | 806 | \$176,397 |
| \$0 | | \$0 | | \$0 | | \$0 | 0 | \$0 | 54 | \$8,536 |
| \$0 | | \$0 | | \$0 | | \$0 | 0 | \$0 | 56 | \$6,700 |
| \$0 | | \$0 | 275 | \$76,128 | | \$0 | 275 | \$76,128 | 293 | \$78,577 |
| \$0 | | \$0 | | \$0 | 150 | \$77,530 | 150 | \$77,530 | 168 | \$79,530 |
| \$0 | 127 | \$34,240 | | \$0 | | \$0 | 127 | \$34,240 | 139 | \$36,155 |
| \$0 | | \$0 | | \$0 | | \$0 | 0 | \$0 | 22 | \$2,812 |
| \$0 | | \$0 | | \$0 | | \$0 | 0 | \$0 | 446 | \$67,831 |
| \$6,650 | | \$0 | | \$0 | | \$0 | 0 | \$0 | 1,590 | \$269,581 |
| \$0 | | \$0 | | \$0 | | \$0 | 0 | \$0 | 168 | \$38,183 |
| \$0 | | \$0 | | \$0 | | \$0 | 0 | \$0 | 44 | \$6,706 |
| \$11,550 | | \$0 | | \$0 | | \$0 | 0 | \$0 | 1,426 | \$226,110 |
| \$18,450 | | \$34,240 | | \$76,128 | | \$77,530 | 552 | \$187,898 | 5,212 | \$997,117 |



Assumptions:

We have based our fee on the scope of work provided in the Request for Proposal and the assumptions listed below.

1. Two potholes will be performed in public streets. Encroachment permit, traffic control plans, and hot patches will be required.
2. Removal of USA and designating paint marks will not be required.
3. Potholes are assumed to be the following depths:
 - Twenty potholes will be within 0’ to 7’ below ground surface
 - Four potholes will be within 7’ to 10’ below ground surface
4. Slot trenches will be 6-ft in length and 1-ft in width with the following depths:
 - Fourteen slot trenches will be within 0’ to 5’ below ground surface
 - Two slot trenches will be within 5’ to 10’ below ground surface
5. Native soil will be used to backfill the potholes/slot trenches with the exception of the two potholes performed within the public streets. These will be slurry filled.
6. Assumed one day per site to perform an augmentation survey to supplement the aerial survey.
7. Eight geotechnical exploration boring will be performed using a hollow stem auger to a depth of 20 feet per each boring.
8. BC will attend the following virtual meetings:
 - Project Kick-Off Meeting (assume 1-hr, 5 BC personnel)
 - Draft PDTM Review Meeting (assume 4-hrs, 5 BC personnel)
 - 70% Review Meeting (assume 4-hrs, 5 BC personnel)
 - 95% Review Meeting (assume 4-hrs, 5 BC personnel)
 - 100% Construction Project No. 1 Review Meeting (assume 4-hrs, 5 BC personnel)
 - 100% Construction Project No. 2 Review Meeting (assume 4-hrs, 5 BC personnel)
 - SCWD Coordination Meetings (assume two 2-hr meetings, 4 BC personnel)
 - Pre-Construction Meeting - Construction Project No. 1 (assume 1-hr, 4 BC personnel)
 - Pre-Construction Meeting - Construction Project No. 2 (assume 1-hr, 4 BC personnel)
 - Conference Calls - Construction Project No. 1 (assume twenty 1-hr calls, 1 BC personnel per call)
 - Conference Calls - Construction Project No. 2 (assume twenty 1-hr calls, 1 BC personnel per call)
9. BC will attend the following in-person meetings:
 - Site Visits during Design (assume five 4-hr site visits, 1 BC personnel per visit)
 - Chemical Company Meetings (assume two 4-hr meetings, 2 BC personnel per meeting)
 - Pre-bid Meeting (assume 2-hrs, 4 BC personnel)
 - Construction Site Visits - Construction Project No. 1 (assume four 2-hrs visit, 1 BC personnel per visit)
 - Construction Site Visits - Construction Project No. 2 (assume four 2-hrs visit, 1 BC personnel per visit)

Attachment A - Fee Estimating Assumptions

Project: Subject: Reservoir Management Systems Replacement – Phases IV & V
(Projects Nos. 2019.029 & 2020.018)

10. District to provide all data within two weeks of request.
11. 3D modeling will not be provided.
12. CAD file exists for all eight reservoir sites.
13. Three hours to respond to each RFI.
14. Three hours to review each submittal.
15. Fifty re-submittals per construction project. One hour to review each re-submittal.
16. Provided drawing list is per Phase III Contract Documents. For drawing costs, assumed the following:
 - Condensed demolition, site, grading, drainage, and plan and profile into two civil sheets per site.
 - Two types of building shapes for the project. Buildings with similar shapes were assumed to be provided on one sheet with an information table for site-specific data.



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** July 8, 2021
FROM: Lindsey Stuvick, Water Efficiency Manager
SUBJECT: Turf Removal Incentive Funding Update

SUMMARY:

Issue: Staff requires Board authorization to increase the turf removal incentive level of the District's NatureScape and Turf Removal Programs (collectively, "Programs") and to place a maximum program funding cap on commercial turf removal for fiscal year 2021-2022.

Recommendation: It is recommended that the Board of Directors direct staff to:

- Increase the turf removal incentive of the NatureScape Program to \$4 per square foot (\$4/sf);
- Increase the turf removal incentive of the Regional Turf Removal Program to \$4/sf;
- Establish a maximum program funding cap of \$200,000 of the District's funds on the commercial turf removal program for fiscal year 2021-2022.

Fiscal Impact: Funds for the Programs have been included in the FY 2021-22 Water Efficiency Fund budget. Additional funding is provided by external agencies, including Metropolitan Water District (MWD), Municipal Water District of Orange County (MWDOC), and the US Bureau of Reclamation (USBR).

Reviewed by Legal: Yes.

BACKGROUND:

Water efficiency programs are critical to managing water demand and ensuring the District meets its water reliability goals. Turf removal programs have been instrumental in supporting landscape modifications towards sustainable, watershed-friendly landscaping, which helps improve overall drought resiliency. These Programs reduce the water requirements of new landscapes, increase irrigation efficiency, and mitigate runoff through onsite water capture features. NatureScape provides

enhanced benefits by installing California native plants, building habitat for local pollinators, and providing residents with educational support and professional design and installation services.

In the past decade, Moulton Niguel customers have replaced nearly 6 million square feet of turf as shown on the attached exhibit. This figure represents 28% of the total amount of turf removed in Orange County via turf removal programs. In Fiscal Year 2020-2021 alone, the District removed 4 times more turf than any other agency in the County. These sustainable new landscapes reduce consumption by hundreds of thousands of gallons each year and help residential and commercial customers save money on their water bills.

The Turf Removal Program provides residential and commercial customers with a per square foot incentive at the Board approved rate to replace turf with drought tolerant landscaping. MWD provides the baseline turf removal incentive, MWDOC occasionally adds money when grant funding is available, and the District may provide additional supplemental funding toward the total turf removal incentive. MWD has capped the amount of square footage that can receive funding in a fiscal year: residential turf removal projects are limited to 5,000 square feet per year and commercial projects are limited to 50,000 square feet per meter per year. The current, Board approved turf removal incentive rate for the Turf Removal Program is \$2/sf; MWD currently provides 100% of the incentive funding.

The NatureScope Program provides residential customers with a comprehensive educational workshop on sustainable landscaping that emphasizes the benefits of healthy soil, native California plants, and watershed design elements. Customers receive a pre-qualifying site and irrigation assessment, a 50% cost-share toward a custom watershed-friendly garden design, and a per square foot turf removal incentive at the Board approved rate. The current, Board approved turf removal incentive rate for the NatureScope Program is \$2/sf; MNWD currently provides 100% of the incentive funding

When the District is actively funding one of the Programs, all turf removal projects are also subject to internally determined square footage caps and, if that cap will be exceeded, require permission from the Board of Directors to proceed. Moulton Niguel has set a maximum threshold of 3,000 square feet for residential turf removal projects and a maximum threshold of 10,000 square feet for commercial turf removal projects.

DISCUSSION:

MWDOC recently announced that it will begin using funding from a Department of Water Resources Prop 1 Grant to add \$1/sf in supplemental funding to the Turf Removal Program, bringing the total turf removal incentive to \$3/sf. The new funding rate will be applied to all residential and commercial turf removal project applications received on or after July 1, 2021. MWDOC estimates that they will be able to offer the additional funding for 2 years if participation rates remain steady. Currently, the District does not provide any funding toward the turf removal program.

Turf Removal Incentive Funding Update

July 8, 2021

Page 3 of 3

The District has been fortunate to receive two external funding awards for the NatureScape Program: MWD's Member Agency Administered Program (MAAP) provides \$2/sf toward NatureScape projects completed between July 1, 2020 and June 30, 2022, while a USBR Water and Energy Efficiency Grant will provide an additional \$2/sf for projects completed between September 1, 2021 – August 31, 2023. These funding awards can be combined to provide NatureScape participants with a \$4/sf turf removal incentive rate for projects completed between September 1, 2021 – June 30, 2022. This time period aligns well with NatureScape as program guidelines prohibit new installations during the heat of the summer. Furthermore, the District will have another opportunity to apply for MWD's MAAP funding for the 2022-2024 budget cycle in early spring 2022; staff intend to request an additional \$2/sf funding to support the NatureScape Program.

Given the significant amount of grants and external funding available to the District, staff propose to increase the turf removal incentive rates of both Programs to \$4/sf. This would fully leverage external funding sources and provide maximum value to customers with a modest contribution from the District. To achieve this, the District will need to add \$1/sf of supplemental funding to the Turf Removal Program. Aligning both programs will assist with marketing and provide consistency between the Programs. Using a 3-year average (2018-2020) of program participation values, staff prepared the proposed funding breakdown for each of the programs as an attachment to this staff report. If the District utilizes all external funding sources during FY 2021-2022, customers are anticipated to receive \$1,140,000 in incentive funding, with the District providing approximately \$260,000, or 23% of the total funding. Sufficient funding is available in the FY 2021-2022 budget to support this request.

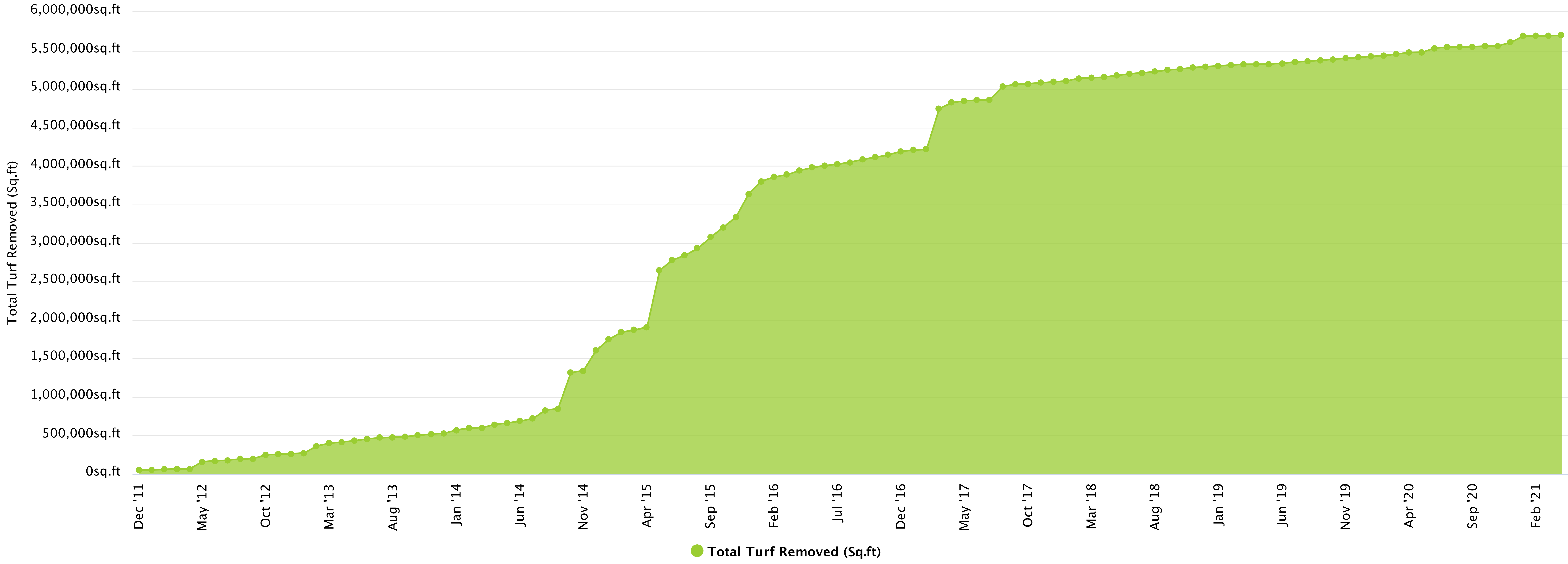
In summary, staff recommend increasing the turf removal incentive of the Turf Removal and NatureScape Programs to \$4/sf and to utilize external funding, as available, toward the incentive amount. The new \$4/sf incentive be applied to new applications received on or after July 1, 2021 and to existing NatureScape applications that were put on hold to avoid installation during the heat of the summer; these projects will require fall installation dates. Finally, staff recommend placing a program funding cap of \$200,000 of the District's funds on the commercial turf removal program for FY 2021-2022, which is consistent with historical participation levels. Sufficient funding has been allocated in the FY 2021-2022 Water Efficiency Fund budget. Staff will provide regular updates on external and internal funding of the Programs.

Attachments:

1. Cumulative turf removal by square footage
2. Funding breakdown

Total Turf Removed

Moulton Niguel Water District



**Updated Turf Removal Incentive
Proposed Funding Breakdown**

| NATURESCAPE Projected Funding FY 21-22 | | | | RESIDENTIAL TURF Projected Funding FY 21-22 | | | | COMMERCIAL TURF Projected Funding FY 21-22 | | | | TOTAL FY21-22 | |
|---|------------|-------------------------|----------------------|--|------------|-------------------------|----------------------|---|------------|-------------------------|----------------------|---------------|------------------------|
| | \$/SF | *3 Year Average (sf) | Total Funding | | \$/SF | *3 Year Average (sf) | Total Funding | | \$/SF | *3 Year Average (sf) | Total Funding | | Total Funding |
| MWD MAAP | \$2 | 25,000 | \$ 50,000.00 | MWD MAAP | \$0 | 60,000 | \$ - | MWD MAAP | \$0 | 200,000 | \$ - | MWD MAAP | \$ 50,000.00 |
| USBR | \$2 | 25,000 | \$ 50,000.00 | USBR | \$0 | 60,000 | \$ - | USBR | \$0 | 200,000 | \$ - | USBR | \$ 50,000.00 |
| MNWD | \$ - | 25,000 | \$ - | MNWD | \$ 1.00 | 60,000 | \$ 60,000.00 | MNWD | \$ 1.00 | 200,000 | \$ 200,000.00 | MNWD | \$ 260,000.00 |
| MWDOC | \$ - | 25,000 | \$ - | MWDOC | \$ 1.00 | 60,000 | \$ 60,000.00 | MWDOC | \$ 1.00 | 200,000 | \$ 200,000.00 | MWDOC | \$ 260,000.00 |
| MWD | \$ - | 25,000 | \$ - | MWD | \$ 2.00 | 60,000 | \$ 120,000.00 | MWD | \$ 2.00 | 200,000 | \$ 400,000.00 | MWD | \$ 520,000.00 |
| Total | \$4 | 25,000 | \$ 100,000.00 | Total | \$4 | 60,000 | \$ 240,000.00 | Total | \$4 | 200,000 | \$ 800,000.00 | Total | \$ 1,140,000.00 |

*3-year average taken from 2018-2020

External funding \$ 880,000.00

RESOLUTION NO. 21- __

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MOULTON NIGUEL WATER DISTRICT
IN SUPPORT OF VICE PRESIDENT PAMELA TOBIN’S CANDIDACY TO SERVE AS
PRESIDENT OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES FOR
2021-2022**

WHEREAS, Moulton Niguel Water District (“MNWD”) is a California Water District providing water, irrigation, and wastewater collection and treatment services to 170,000 residents in six cities in South Orange County; and

WHEREAS, MNWD is an active member of the Association of California Water Agencies (“ACWA”); and

WHEREAS, Pamela Tobin currently serves as Vice President of ACWA’s Board of Directors; and

WHEREAS, Vice President Tobin has also been active in ACWA as Region 4 Chair, the Federal Affairs and Local Government committees, as well as on the ACWA-Joint Powers Authority Board of Directors and Liability Committee; and

WHEREAS, Vice President Tobin has also served on the Sacramento area’s San Juan Water District Board of Directors and on the Regional Water Authority/Sacramento Groundwater Authority Board of Directors since 2004; and

WHEREAS, Vice President Tobin works in her community as a Realtor and property developer with more than 30 years of experience as a business owner;

NOW, THEREFORE, BE IT RESOLVED, Moulton Niguel Water District hereby endorses Vice President Tobin in her candidacy for ACWA President for the 2021-2022 ACWA Officers Election. Board members and staff are hereby authorized to take the appropriate steps to support Vice President Tobin’s candidacy on behalf of the District. The Board supports Vice President Tobin’s candidacy for this election, and we respectfully request the consideration and support of our fellow ACWA member agencies.

ADOPTED, SIGNED and APPROVED this 8th day of July, 2021.

President
MOULTON NIGUEL WATER DISTRICT
and the Board of Directors thereof

Secretary
MOULTON NIGUEL WATER DISTRICT
and the Board of Directors thereof

RESOLUTION NO. 21-_____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MOULTON NIGUEL WATER DISTRICT
ESTABLISHING THE OPTION OF CALLING A SPECIAL MEETING
FOR A COMMITTEE OF THE WHOLE IN CONJUNCTION WITH
COMMITTEE MEETINGS**

WHEREAS, the Moulton Niguel Water District (“District”) is a California Water District organized and existing under the California Water District Law (California Water Code Section 34000 *et seq.*); and

WHEREAS, in accordance with the authority provided under Water Code Section 34807, the President of the Board is authorized to establish standing committees of the Board, and to appoint Directors to serve on such standing committees. No more than three (3) members of the Board shall be appointed to a standing committee. The membership of standing committees is limited to less than a quorum of the Board, which is consistent with the description of standing committees under the Brown Act set forth in Section 54950 *et seq.* of the Government Code; and

WHEREAS, pursuant to Government Code Section 54952.2(c)(6), the Brown Act mandates that Directors who are not members of a standing committee may attend that committee meeting but only as observers. The Board desires to permit all Directors to attend any standing committee meeting and take part as more than just observers. Such participation will provide benefits including, but not limited to, the following: (1) inform the consideration of any recommendations to the Board; (2) provide flexibility for attendance; and (3) avoid the need, in some cases, to duplicate presentations and staff resources; and

WHEREAS, in order to address the Brown Act requirements for any meeting where there are at least four (4) Directors present, which would constitute a quorum, the Board desires to provide for that contingency by allowing for a “Committee Of The Whole” as set forth herein.

NOW, THEREFORE, the Board of Directors of Moulton Niguel Water District does hereby **RESOLVE, DETERMINE** and **ORDER** as follows:

Section 1. The above-mentioned Recitals are incorporated herein and made an operative part of this Resolution.

Section 2. The meetings of standing committees may be attended by any and all Board members. Such Board members may attend and participate in such meetings contingent upon implementation of the applicable Brown Act requirements.

Section 3 In order to satisfy the Brown Act requirements that apply to any meeting where a majority of the Board may be present, or where non-committee members may be present, District staff shall implement the notice and agenda procedures for the calling of a special meeting of the Board in conjunction with the notice and agenda procedures for a meeting

of a standing committee. In the event such a special meeting takes place, it will be referred to as a “Committee Of The Whole.”

Section 4 The Brown Act notice for standing committee meetings shall combine the notice for a standing committee meeting with the notice for a special meeting of the Board as the Committee Of The Whole. The standard language for such agendas shall explain the procedure to be followed in the event of a Committee Of The Whole. Such language may be revised from time to time by District staff in its discretion. Such agenda language shall address at least the following matters:

(a) The standing committee meeting is being noticed as a joint meeting of the standing committee and a special meeting of the Board because a quorum of the Board may be present and/or non-committee members may be present and wish to participate.

(b) If a quorum of the Board is present, and/or non-committee members are present, the meeting will continue as a Committee Of The Whole.

(c) Directors who are not members of the standing committee may attend and participate in the meeting as a Committee Of The Whole.

(d) Actions taken pursuant to the agenda, whether taken by the standing committee or the Committee Of The Whole, shall be deemed to be recommendations for Board consideration and possible action at a subsequent meeting of the Board.

Section 5 If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

Section 6 This Resolution shall be effective as of the date of adoption.

ADOPTED, SIGNED and **APPROVED** this 8th day of July 2021.

MOULTON NIGUEL WATER DISTRICT

President
MOULTON NIGUEL WATER DISTRICT
and of the Board of Directors thereof

Secretary
MOULTON NIGUEL WATER DISTRICT
and of the Board of Directors thereof



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** July 8, 2021
FROM: Johnathan Cruz, Director of Financial Planning & Innovation
Kaden Young, Financial Planning Manager
SUBJECT: Laguna Sur Sewer Rates

SUMMARY:

Issue: Board action is required to consider adopting adjusted sewer service rates for Laguna Sur/Monarch Point/The Overlook at Laguna Apartment Homes properties consistent with the sewer charges for South Coast Water District and place those charges on the tax roll for fiscal year 2021-22.

Recommendation: It is recommended that the Board of Directors approve the ordinance entitled, "Adopting Adjustments in the Rates of District Sewer Service Fees" and the resolution entitled, "Adopting Report of Annual Sewer Service Charges to be collected via Property Tax Statements on Tax Roll for the Period Commencing July 1, 2021 (Laguna Sur/Monarch Point LAFCO Reorganization RO96-05)."

Fiscal Impact: No impact. All sewer service revenues are passed on to the South Coast Water District.

Reviewed by Legal: Yes

BACKGROUND:

The Laguna Sur/Monarch Point Reorganization Area was detached from South Coast Water District (SCWD) and annexed into Moulton Niguel Water District (MNWD), effective April 1997. SCWD continues to provide sewer service to the Reorganization Area through a contract with MNWD. As part of the terms and conditions of the reorganization, MNWD continues the prior SCWD practice of collection of the sewer service charges and rates on the tax roll, and then remits the charges and rates to SCWD.

DISCUSSION:

On June 27, 2016, the Board of Directors approved rates effective July 1, 2016, and spanning five consecutive years that are passed on from SCWD. SCWD has proposed new rates for the next two years (FY 2021-22 and FY 2022-23), which have necessitated the adoption of new rates by the District which will be passed through to customers. The District mailed the necessary Proposition 218 notice to District customers in the affected area to provide appropriate notification of the rate adjustments. As of the development of this staff report, the District has not received any protest letters for the proposed rate adjustment. Attached to this staff report is a ordinance for the Board to consider the adoption of new sewer rates for the Laguna Sur/Monarch Point area. The charges and rates will be proposed for adoption by SCWD and then MNWD on July 8, 2021, pursuant to a Proposition 218 hearing process.

Additionally, the Board is being asked to consider a resolution to continue collection of the sewer service charges and rates for the Reorganization Area on the property tax bills for 413 customers that reside in the applicable area. On June 17, 2021, and June 24, 2021, the necessary notices to allow for the collection of rates and charges on the property tax bill were published in the legal section of the OC Register consistent with the Health and Safety Code. The collection procedure under Health and Safety Code Section 5473 et seq. requires SCWD to prepare a report of the assessor parcel numbers and corresponding sewer service charges and rates. It also requires that MNWD notice a public hearing and adopt the report as part of the tax roll collection procedure.

Attachments:

1. Ordinance entitled, "Adopting Adjustments in the Rates of District Sewer Service Fees"; and
2. Resolution entitled, "Adopting Report of Annual Sewer Charges to be collected via Property Tax Statements on Tax Roll for the Period Commencing July 1, 2021 (Laguna Sur/Monarch Point LFCO Reorganization RO96-05)."
3. Map of Laguna Sur Area

ORDINANCE NO. 21-

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF
MOULTON NIGUEL WATER DISTRICT
ADOPTING ADJUSTMENTS IN THE RATES OF DISTRICT
SEWER SERVICE FEES**

WHEREAS, the Moulton Niguel Water District ("District") is a California Water District organized and operating pursuant to the California Water Code section 34000, *et seq.*; and

WHEREAS, the District is authorized to prescribe and collect rates and charges for the provision of sewer services pursuant to Water Code section 35501; and

WHEREAS, in 1997, property owners located within the Laguna Sur/Monarch Point community elected to withdraw from the South Coast Water District ("SCWD") and have the District provide water services within their service area. Due to geographic and operational reasons, however, SCWD continues to provide sewer collection and treatment services to properties located within the Laguna Sur/Monarch Point community; and

WHEREAS, when SCWD adjusts the rates for its sewer service, the District must pass on those rate adjustments to property owners to ensure that there are sufficient revenues to cover the costs of providing those services to sewer service customers within the District who are served by SCWD; and

WHEREAS, SCWD advised the District that beginning July 1, 2021, it will be implementing adjustments in the rates that it charges for the sewer services over a two-year period; and

WHEREAS, the District has determined to pass through those rate adjustments to its sewer service customers; and

WHEREAS, the rate structure for SCWD's sewer service fees within the Laguna Sur/Monarch Point service area is comprised of three customer classes-Single Family Residential, Multi-Family Residential (duplexes, triplexes, and fourplexes), and Commercial; and

WHEREAS, the rate structure for Single-Family Residential customers consists of a Variable Service Charge block rate that is based on a Winter Quarter Average ("WQA") of metered water usage. The WQA is a proxy for the volume of wastewater discharged and assumptions of the amount of water returned to the sewer. It is defined as the average of the prior year of water usage in one hundred cubic feet ("CCF") during the winter months (December, January, and February), when outdoor usage is minimal; and

WHEREAS, the rate structure for Multi-Family Residential customers consists of a per CCF Variable Charge, plus a uniform per dwelling unit Fixed Charge applicable to all multi-family residences, regardless of type; and

WHEREAS, the rates for Commercial customers are based on assumptions

pertaining to the strength (Low, Medium, and High) of the wastewater discharged (i.e., chemical oxygen demand and total suspended solids) into the system and the volume of wastewater discharged based on their metered water usage in CCF; and

WHEREAS, the revenues derived from the proposed rates and sewer service fees will not exceed the funds required to provide the services and shall be used exclusively for the operation and maintenance of the wastewater systems; and

WHEREAS, the amount of the proposed sewer service fees will not exceed the proportional cost of the services attributable to each parcel upon which they are proposed for imposition; and

WHEREAS, the proposed sewer service fees will not be imposed on a parcel unless the services are actually used by, or immediately available to, the parcel; and

WHEREAS, Article XIII D, section 6 of the California Constitution ("Article XIII D") requires that prior to imposing any increase to the sewer service fees, the District shall provide written notice (the "Notice") by mail of the proposed fees to the record owner of each parcel upon which the fees are proposed for imposition and any tenant directly liable for the payment of the fees, the amount of the fees proposed to be imposed on each parcel, the basis upon which the fees were calculated, the reason for the fees, and the date time and location of a public hearing (the "Hearing") on the proposed Fees; and

WHEREAS, pursuant to Article XIII D such Notice is required to be provided to the affected property owners and any tenant directly liable for the payment of the sewer service fees not less than forty-five days prior to the Hearing on the proposed fees; and

WHEREAS, the District did provide such Notice to the affected property owners and tenants in compliance with Article XIII D; and

WHEREAS, the Hearing was held on July 8, 2021; and

WHEREAS, at the Hearing, the Board of Directors of the District ("Board") considered all written materials and heard and considered all oral testimony concerning the establishment and imposition of the proposed adjustments to the sewer service fees, and at the close of the Hearing the District determined that it did not receive written protests against the establishment and imposition of the proposed adjustments to the sewer service fees from a majority of the affected property owners and tenants directly liable for the payment of such fees; and

WHEREAS, the Board of Directors now desires to establish and adopt the proposed sewer service fees.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE MOULTON NIGUEL WATER DISTRICT AS FOLLOWS:

Section 1. Incorporation of Recitals

The Recitals set forth above are made findings and determinations of the Board of

Directors

and are incorporated herein and made an operative part of this Ordinance.

Section 2. Inconsistency with other Fees

To the extent any sewer service fees established by this Ordinance are inconsistent with Fees previously adopted; it is the explicit intention of the Board of Directors of the District that the sewer service fees adopted pursuant to this Ordinance shall prevail.

Section 3. Sewer Service Fees

The Board hereby adopts the sewer service fees in the amounts, at the rates, and on the effective dates set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 4. Authorization

The General Manager is hereby authorized and directed to take all actions necessary to implement and collect the sewer service fees set forth herein.

Section 5. CEQA Compliance

The Board of Directors finds that the administration, operation, maintenance, and improvements of the District sewer system, which is to be funded by the sewer service fees and set forth herein, are necessary to maintain service within the District's existing service area as described herein. The Board of Directors further finds that the administration, operation, maintenance and improvements of the District sewer system, to be funded by the sewer service fees, will not expand the District's sewer system. The Board of Directors further finds that the adoption of the rates and fees is necessary and reasonable to fund the administration, operation, maintenance and improvements of the District sewer system. Based on these findings, the Board determines that the adoption of the sewer service fees established by this Ordinance are exempt from the requirements of the California Environmental Quality Act pursuant to section 21080(b)(8) of the Public Resources Code and section 15273(a) of the State CEQA Guidelines.

Section 6. Severability

If any section, subsection, clause or phrase in this Ordinance or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Ordinance or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board hereby declares that it would have passed Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

Section 7. Effective Date

This Ordinance shall take effective immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Moulton Niguel Water District held on July 8, 2021 by the following vote:

Duane Cave:
Richard Fiore:
Donald Froelich:
Bill Moorhead:
Brian Probolsky:
Diane Rifkin:
Sherry Wanninger:

President
MOULTON NIGUEL WATER DISTRICT
and of the Board of Directors thereof

Secretary
MOULTON NIGUEL WATER DISTRICT
and of the Board of Directors thereof

EXHIBIT A
SCHEDULE OF RATES FOR SEWER SERVICE CHARGES

| SINGLE FAMILY | | | <i>Current</i> | Proposed | |
|--|------|-----|---------------------|---------------------|---------------------|
| Variable Service Charge <i>annual, per account</i> | | | <i>July 1, 2020</i> | July 1, 2021 | July 1, 2022 |
| WQA | | | | | |
| Block 1 | 0-5 | CCF | \$696.00 | \$774.27 | \$824.60 |
| Block 2 | 6-10 | CCF | \$758.00 | \$844.39 | \$899.28 |
| Block 3 | 11+ | CCF | \$868.00 | \$987.20 | \$1,051.37 |

| MULTI-FAMILY | | | <i>Current</i> | Proposed | |
|----------------------------------|--|--|---------------------|---------------------|---------------------|
| | | | <i>July 1, 2020</i> | July 1, 2021 | July 1, 2022 |
| Fixed Charge | | | | | |
| <i>annual, per dwelling unit</i> | | | \$453.25 | \$424.39 | \$451.98 |
| Variable Charge | | | | | |
| <i>monthly, per CCF</i> | | | \$1.30 | \$1.39 | \$1.48 |

| COMMERCIAL | | | <i>Current</i> | Proposed | |
|--|--|--|---------------------|---------------------|---------------------|
| Variable Service Charge <i>annual, per CCF</i> | | | <i>July 1, 2020</i> | July 1, 2021 | July 1, 2022 |
| Discharge Strength | | | | | |
| Low Strength | | | \$8.59 | \$7.99 | \$8.50 |
| Medium Strength | | | \$9.74 | \$10.39 | \$11.07 |
| High Strength | | | \$12.58 | \$13.88 | \$14.78 |

The Orange County Register

1771 S. Lewis Street
Anaheim, CA 92805
714-796-2209

5245411

BEST BEST & KREIGERS ATTORNEYS AT LAW
ATTN: MONICA CASTANON
3390 UNIVERSITY AVE., 5TH FLOOR
RIVERSIDE, CA 92501

FILE NO. Ref# 28258.00201

AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA, }
County of Orange } **SS.**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of The Orange County Register, a newspaper of general circulation, published in the city of Santa Ana, County of Orange, and which newspaper has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, under the date of November 19, 1905, Case No. A-21046, that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

06/17/2021, 06/24/2021

I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Executed at Anaheim, Orange County, California, on
Date: June 24, 2021.



Signature

PROOF OF PUBLICATION

Legal No. **0011469641**

NOTICE OF A PUBLIC HEARING OF THE MOULTON NIGUEL WATER DISTRICT IN CONNECTION WITH THE FILING OF A REPORT REGARDING THE DISTRICT'S ANNUAL SEWER SERVICE CHARGES FOR FISCAL YEAR 2021 - 2022, THE CONSIDERATION BY THE DISTRICT BOARD OF DIRECTORS OF THE ADOPTION OF THE REPORT, AND THE ELECTION TO COLLECT SUCH CHARGES ON THE TAX ROLL

NOTICE IS HEREBY GIVEN, pursuant to California Health and Safety Code section 5473 et seq., that the Moulton Niguel Water District (the "District") has caused a written report to be filed with the Clerk of the District describing each parcel of real property receiving District sewer services and facilities and the amount of the sewer service charges to be imposed on each parcel for Fiscal Year 2021 - 2022, computed in conformity with the charges prescribed by ordinance of the District, and any delinquencies due and owing for such charges for each affected parcel. A copy of the written report is available at the District Office located at 26880 Aliso Viejo Parkway, Aliso Viejo, California, 92656, and may be reviewed there by any interested person; however, to prevent the spread of COVID-19 (Coronavirus), District offices are currently closed to the public. An email request for a copy of the written report may be submitted to customerservice@mnowd.com and a copy of the report is also available on the District's website: www.mnowd.com. **NOTICE IS FURTHER GIVEN** that a public hearing has been scheduled for July 8, 2021 at 6:00 PM, or as soon thereafter as the matter may be heard, in the regular meeting place of the District Board of Directors, being the District Office located at 26880 Aliso Viejo Parkway, Aliso Viejo, California 92656. In an effort to prevent the spread of COVID-19, and in accordance with the Governor's Executive Order N-29-20, there will be no public location for the public to attend this public hearing in person. Members of the public may listen and provide public comment telephonically by calling the following number:

DIAL: 1-669-900-9128
ZOOM MEETING ID: 942-941-7034#
PASSCODE: 26161#

Members of the public may also provide written comments via mail, which must be received prior to the close of the hearing, to the following address as applicable: P.O. Box 30204, Laguna Niguel, CA 92607-0204, Attn: Sewer Service Tax Roll.

At the public hearing the Board of Directors of the District will hear and consider all evidence, testimony, objections, or protests, if any, to the written report by all interested persons, and may continue the hearing from time to time. Upon conclusion of the hearing, the Board may (1) adopt, revise, change, reduce or modify any charge or overrule any or all objections and make its determination upon each charge as described in said report which determination shall be final; (2) adopt the report as presented or modified by the Board; and (3) direct the Clerk of the Board, or designee, to file a copy of the report as presented or modified with the Orange County Auditor-Controller for the purpose of placing the Fiscal Year 2021 - 2022 sewer service charges and any delinquencies on the tax roll.

Published OC Register June 17, 24, 2021 11469641

RESOLUTION NO. 21-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MOULTON NIGUEL WATER DISTRICT
ADOPTING REPORT OF ANNUAL SEWER SERVICE CHARGES TO
BE COLLECTED VIA PROPERTY TAX STATEMENTS ON TAX ROLL
FOR THE PERIOD COMMENCING JULY 1, 2021**

(LAGUNA SUR/MONARCH POINT LAFCO REORGANIZATION RO96-05)

WHEREAS, the Moulton Niguel Water District (MNWD or District) is a California Water District organized and existing under the California Water District Law (California Water Code Section 34000 *et seq.*), and all of the land within the boundaries of said District are located in the County of Orange, State of California;

WHEREAS, pursuant to Orange County Local Agency Formation Commission (LAFCO) Reorganization RO96-05, certain real property commonly known as the Laguna Sur/Monarch Point area (“Property”) was detached from South Coast Water District (SCWD) and annexed to Moulton Niguel Water District (MNWD), subject to the terms and conditions approved by LAFCO for Reorganization RO96-05. Reference is made to the map and legal description depicting the boundaries of the Property under Reorganization RO96-05 attached to LAFCO’s Certificate of Completion recorded on April 30, 1997;

WHEREAS, included within the terms and conditions of Reorganization RO96-05 is the requirement that SCWD continue to provide for sewage collection, conveyance, treatment and disposal services to the Property, and annually furnish MNWD with SCWD’s authorized sewer service charges (“Reorganization Sewer Service Charges”) in sufficient time for MNWD to arrange for the continued collection of such charges on the tax roll;

WHEREAS, after individual notice to property owners of parcels within the Property, a public hearing pursuant to Health and Safety Code Section 5473, *et seq.*, and adoption of Ordinance No. 180 entitled “An Ordinance of the Board of Directors of South Coast Water District Establishing Method for Billing Sewer Service Charges for the Fiscal Year Commencing July 1, 1995,” on July 25, 1995, as thereafter supplemented by SCWD Ordinance Nos. 186 and 188 and subsequent ordinances and resolutions, SCWD approved the Reorganization Sewer Service Charges to be collected from parcels within the Property via the property tax statements on the tax roll, and the District thereafter provided for the collection of the Reorganization Sewer Service Charges, as revised from time to time by SCWD, via the property tax statements on the tax roll;

WHEREAS, SCWD most recently revised the Reorganization Sewer Service Charges for the Property for years 2021-2022 in July, 2021 (“2021 SCWD Rate Revisions”);

WHEREAS, MNWD adopted Ordinance No. 21-XX authorizing the 2021 SCWD Rate Revisions for the Property;

WHEREAS, the Board of Directors of MNWD (the “Board”) finds it in MNWD’s best interest to continue to collect the Reorganization Sewer Service Charges on the tax roll via the property tax statements;

WHEREAS, a report (“Report”) has been filed with the District Secretary containing a description of such parcels and the corresponding Reorganization Sewer Service Charges to be collected effective July 1, 2021, which Report is attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, pursuant to Health and Safety Code Section 5473.1, the filing of the Report and notice of public hearing thereon was duly noticed as required by law by publication once each week for two successive weeks in the *Orange County Register*, a newspaper of general circulation, printed and published in the Property boundaries, such hearing to be held by the Board on July 8, 2021, at 6:00 p.m. (or as soon thereafter as practicable) at the Board Meeting Room located at 26880 Aliso Viejo Pkwy, Aliso Viejo, CA 92656. In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor’s Executive Order N-29-20, there will be no public location for the public to attend this public hearing in person. Members of the public may listen and provide public comment telephonically by calling the following number:

DIAL: 1-669-900-9128
ZOOM MEETING ID: 942-941-7034#
PASSCODE: 26161#

Members of the public may also provide written comments via mail, which must be received prior to the close of the hearing, to the following address as applicable:

P.O. Box 30204, Laguna Niguel, CA 92607-0204
Attn: Sewer Service Tax Roll

WHEREAS, at the time set, the duly noticed public hearing was held and all persons interested were given an opportunity to be heard concerning the Report and to submit any objections or protests to the Report; and

WHEREAS, the Board finds it in MNWD’s best interest to collect the Reorganization Sewer Service Charges in accordance with the 2021 SCWD Rate Revisions on the tax roll via the property tax statements.

NOW, THEREFORE, the Board of Directors of Moulton Niguel Water District does hereby **RESOLVE, DETERMINE** and **ORDER** as follows:

Section 1. The Recital clauses and findings set forth above are incorporated herein.

Section 2. The Board hereby adopts the Report attached as Exhibit A to this Resolution containing a description of the parcels comprising the Property for which the Reorganization Sewer Service Charges shall be collected via property tax statements on the tax roll and containing the amount of the charges for each parcel effective July 1, 2021, computed in conformity with the schedule of rates and charges approved by the Board pursuant to MNWD Ordinance No. 21-XX, which ordinance adopted the SCWD 2021 Rate Revisions, as described above in the Recitals.

Section 3. The Secretary is hereby authorized and directed to endorse on the Report a statement that the Report was adopted by this Board of Directors on July 8, 2021, and to take whatever other action is required by the County of Orange Auditor-Controller (or other County officers) in regard thereto.

Section 4. The Secretary is hereby authorized and directed to file a copy of the Report with the County of Orange Auditor-Controller (or such other County officers as may request same).

Section 5. The County of Orange Auditor-Controller (and such other County officers as required) be, and hereby is, ordered and directed to add the Reorganization Sewer Service Charges to the 2021-2022 secured tax roll in accordance with the Report.

Section 6. The Secretary shall cause a copy of this Resolution and the Report, in either written or electronic form, to be filed with the County of Orange Auditor-Controller (or such County officers as required) on or before August 9, 2021, or such other date as permitted by the County officers.

ADOPTED, SIGNED and APPROVED this 8th day of July 2021.

MOULTON NIGUEL WATER DISTRICT

President
MOULTON NIGUEL WATER DISTRICT
and of the Board of Directors thereof

Secretary
MOULTON NIGUEL WATER DISTRICT
and of the Board of Directors thereof

Exhibit A

Report of Assessor Parcels – Reorganization Sewer Service Charges Fiscal Year 2021-2022

| Parcel Number | Site Address | Sewer Capacity Charge | Sewer Commodity Charge | Total Charges |
|---------------|---------------------|-----------------------|------------------------|---------------|
| 658-281-07 | 31665 Isle Vista | \$ - | \$ 271.66 | \$271.66 |
| 658-211-06 | 6 SAINT TROPEZ | \$ 987.20 | \$ - | \$987.20 |
| 658-211-07 | 8 SAINT TROPEZ | \$ 987.20 | \$ - | \$987.20 |
| 658-211-08 | 10 SAINT TROPEZ | \$ 987.20 | \$ - | \$987.20 |
| 658-231-03 | 22704 TALAVERA DR | \$ - | \$ 151.81 | \$151.81 |
| 658-231-04 | 31034 ANTIBES | \$ - | \$ 1,302.37 | \$1,302.37 |
| 658-241-09 | 33 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-241-16 | 31341 MARSEILLE | \$ - | \$ 1,094.63 | \$1,094.63 |
| 658-241-18 | 102 CALAIS ST | \$ 42,439.00 | \$ 6,389.49 | \$48,828.49 |
| 658-251-02 | 31 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-251-03 | 29 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-251-04 | 27 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-251-05 | 25 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-251-06 | 23 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-251-07 | 21 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-251-12 | 3 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-251-13 | 1 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-251-16 | 2 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-251-17 | 4 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-251-20 | 10 LE CONTE | \$ 774.27 | \$ - | \$774.27 |
| 658-251-23 | 16 LE CONTE | \$ 774.27 | \$ - | \$774.27 |
| 658-251-26 | 20 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-251-27 | 22 LE CONTE | \$ 987.20 | \$ - | \$987.20 |
| 658-251-29 | Cannes (Guardhouse) | \$ - | \$ 1,014.73 | \$1,014.73 |
| 658-281-03 | 31662 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-281-04 | 31701 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-281-05 | 31691 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-281-06 | 31681 ISLE VISTA | \$ 844.39 | \$ - | \$844.39 |
| 658-291-01 | 31782 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-291-02 | 22832 MISTY SEA DR | \$ 987.20 | \$ - | \$987.20 |
| 658-291-04 | 22812 MISTY SEA DR | \$ 987.20 | \$ - | \$987.20 |
| 658-291-05 | 22802 MISTY SEA DR | \$ 987.20 | \$ - | \$987.20 |
| 658-291-06 | 22792 MISTY SEA DR | \$ 987.20 | \$ - | \$987.20 |
| 658-291-07 | 22782 MISTY SEA DR | \$ 987.20 | \$ - | \$987.20 |
| 658-291-08 | 22772 MISTY SEA DR | \$ 987.20 | \$ - | \$987.20 |
| 658-291-09 | 22762 MISTY SEA DR | \$ 844.39 | \$ - | \$844.39 |
| 658-291-10 | 22761 MISTY SEA DR | \$ 987.20 | \$ - | \$987.20 |
| 658-291-12 | 22772 CHANNEL VIEW | \$ 774.27 | \$ - | \$774.27 |
| 658-291-13 | 22782 CHANNEL VIEW | \$ 844.39 | \$ - | \$844.39 |
| 658-291-14 | 22792 CHANNEL VIEW | \$ 774.27 | \$ - | \$774.27 |
| 658-291-15 | 22802 CHANNEL VIEW | \$ 987.20 | \$ - | \$987.20 |
| 658-291-17 | 22832 CHANNEL VIEW | \$ 987.20 | \$ - | \$987.20 |
| 658-291-18 | 22825 CHANNEL VIEW | \$ 987.20 | \$ - | \$987.20 |
| 658-291-19 | 22805 CHANNEL VIEW | \$ 987.20 | \$ - | \$987.20 |
| 658-291-20 | 22791 CHANNEL VIEW | \$ 844.39 | \$ - | \$844.39 |
| 658-291-21 | 22781 CHANNEL VIEW | \$ 774.27 | \$ - | \$774.27 |
| 658-291-22 | 31711 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-291-23 | 31731 ISLE VISTA | \$ 774.27 | \$ - | \$774.27 |
| 658-301-01 | 22832 SKYVIEW WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-301-02 | 22822 SKYVIEW WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-301-03 | 22812 SKYVIEW WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-301-04 | 22802 SKYVIEW WAY | \$ 987.20 | \$ - | \$987.20 |

| Parcel Number | Site Address | Sewer Capacity Charge | Sewer Commodity Charge | Total Charges |
|---------------|-----------------------|-----------------------|------------------------|---------------|
| 658-301-05 | 22792 SKYVIEW WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-301-06 | 22782 SKYVIEW WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-301-07 | 22772 SKYVIEW WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-301-08 | 22762 SKYVIEW WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-301-09 | 22762 AZURE SEA | \$ 987.20 | \$ - | \$987.20 |
| 658-301-10 | 22772 AZURE SEA | \$ 987.20 | \$ - | \$987.20 |
| 658-301-11 | 22782 AZURE SEA | \$ 987.20 | \$ - | \$987.20 |
| 658-301-12 | 22792 AZURE SEA | \$ 844.39 | \$ - | \$844.39 |
| 658-301-13 | 22802 AZURE SEA | \$ 987.20 | \$ - | \$987.20 |
| 658-301-14 | 22812 AZURE SEA | \$ 987.20 | \$ - | \$987.20 |
| 658-301-15 | 22822 AZURE SEA | \$ 987.20 | \$ - | \$987.20 |
| 658-301-16 | 22842 AZURE SEA | \$ 987.20 | \$ - | \$987.20 |
| 658-301-17 | 22852 AZURE SEA | \$ 774.27 | \$ - | \$774.27 |
| 658-301-18 | 22803 SEAWAY DR | \$ 987.20 | \$ - | \$987.20 |
| 658-301-19 | 22802 SEAWAY DR | \$ 987.20 | \$ - | \$987.20 |
| 658-301-20 | 22812 SEAWAY DR | \$ 987.20 | \$ - | \$987.20 |
| 658-301-21 | 22822 SEAWAY DR | \$ 987.20 | \$ - | \$987.20 |
| 658-301-23 | 22842 SEAWAY DR | \$ 844.39 | \$ - | \$844.39 |
| 658-301-24 | 22852 SEAWAY DR | \$ 987.20 | \$ - | \$987.20 |
| 658-301-25 | 22862 SEAWAY DR | \$ 844.39 | \$ - | \$844.39 |
| 658-301-26 | 22882 OCEANBREEZE WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-301-27 | 22892 OCEANBREEZE WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-301-28 | 22902 OCEANBREEZE WAY | \$ 774.27 | \$ - | \$774.27 |
| 658-301-29 | 22912 OCEANBREEZE WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-301-30 | 31732 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-301-31 | 31762 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-01 | 31962 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-02 | 31972 ISLE VISTA | \$ 844.39 | \$ - | \$844.39 |
| 658-321-03 | 31992 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-04 | 32002 ISLE VISTA | \$ 844.39 | \$ - | \$844.39 |
| 658-321-05 | 32012 ISLE VISTA | \$ 844.39 | \$ - | \$844.39 |
| 658-321-06 | 32022 ISLE VISTA | \$ 774.27 | \$ - | \$774.27 |
| 658-321-07 | 32026 ISLE VISTA | \$ 774.27 | \$ - | \$774.27 |
| 658-321-08 | 32032 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-09 | 32036 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-10 | 32042 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-11 | 32045 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-15 | 32041 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-16 | 32035 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-17 | 32031 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-18 | 32025 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-19 | 32021 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-20 | 32011 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-21 | 32001 ISLE VISTA | \$ 844.39 | \$ - | \$844.39 |
| 658-321-22 | 31991 ISLE VISTA | \$ 844.39 | \$ - | \$844.39 |
| 658-321-23 | 31981 ISLE VISTA | \$ 987.20 | \$ - | \$987.20 |
| 658-321-24 | 31971 ISLE VISTA | \$ 774.27 | \$ - | \$774.27 |
| 658-332-02 | 31526 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-03 | 31542 SEA SHADOWS WAY | \$ 774.27 | \$ - | \$774.27 |
| 658-332-08 | 31552 SEA SHADOWS WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-332-09 | 31562 SEA SHADOWS WAY | \$ 774.27 | \$ - | \$774.27 |
| 658-332-10 | 31572 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |

| Parcel Number | Site Address | Sewer Capacity Charge | Sewer Commodity Charge | Total Charges |
|---------------|-----------------------|-----------------------|------------------------|---------------|
| 658-332-11 | 31582 SEA SHADOWS WAY | \$ 774.27 | \$ - | \$774.27 |
| 658-332-20 | 31655 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-21 | 31651 SEA SHADOWS WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-332-22 | 31645 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-23 | 31641 SEA SHADOWS WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-332-24 | 31631 SEA SHADOWS WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-332-25 | 31621 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-28 | 31601 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-29 | 31591 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-30 | 31581 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-31 | 31571 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-32 | 31561 SEA SHADOWS WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-332-33 | 31551 SEA SHADOWS WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-332-34 | 31545 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-35 | 31541 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-36 | 31531 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-37 | 31521 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-38 | 31511 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-39 | 22632 OCEAN WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-40 | 22616 OCEAN WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-41 | 22592 OCEAN WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-42 | 22602 OCEAN WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-57 | 22701 LAS BRISAS CIR | \$ 844.39 | \$ - | \$844.39 |
| 658-332-58 | 31616 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-59 | 31602 SEA SHADOWS WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-332-60 | 22721 LAS BRISAS CIR | \$ 844.39 | \$ - | \$844.39 |
| 658-332-61 | 31516 SEA SHADOWS WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-332-62 | 22711 LAS BRISAS CIR | \$ 844.39 | \$ - | \$844.39 |
| 658-332-63 | 22731 LAS BRISAS CIR | \$ 774.27 | \$ - | \$774.27 |
| 658-332-65 | 31586 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-332-66 | 31592 SEA SHADOWS WAY | \$ 774.27 | \$ - | \$774.27 |
| 658-332-67 | 31606 SEA SHADOWS WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-332-68 | 31612 SEA SHADOWS WAY | \$ 844.39 | \$ - | \$844.39 |
| 658-332-69 | 22732 LAS BRISAS CIR | \$ 987.20 | \$ - | \$987.20 |
| 658-332-70 | 31632 SEA SHADOWS WAY | \$ 987.20 | \$ - | \$987.20 |
| 658-341-01 | 31862 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-02 | 31872 MONARCH CREST | \$ 844.39 | \$ - | \$844.39 |
| 658-341-03 | 31882 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-04 | 31902 MONARCH CREST | \$ 844.39 | \$ - | \$844.39 |
| 658-341-05 | 31912 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-06 | 31932 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-07 | 31982 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-08 | 31981 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-09 | 31971 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-10 | 31961 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-11 | 31951 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-12 | 31941 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-13 | 31921 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-14 | 31911 MONARCH CREST | \$ 774.27 | \$ - | \$774.27 |
| 658-341-15 | 31891 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-17 | 31871 MONARCH CREST | \$ 844.39 | \$ - | \$844.39 |
| 658-341-18 | 31861 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |

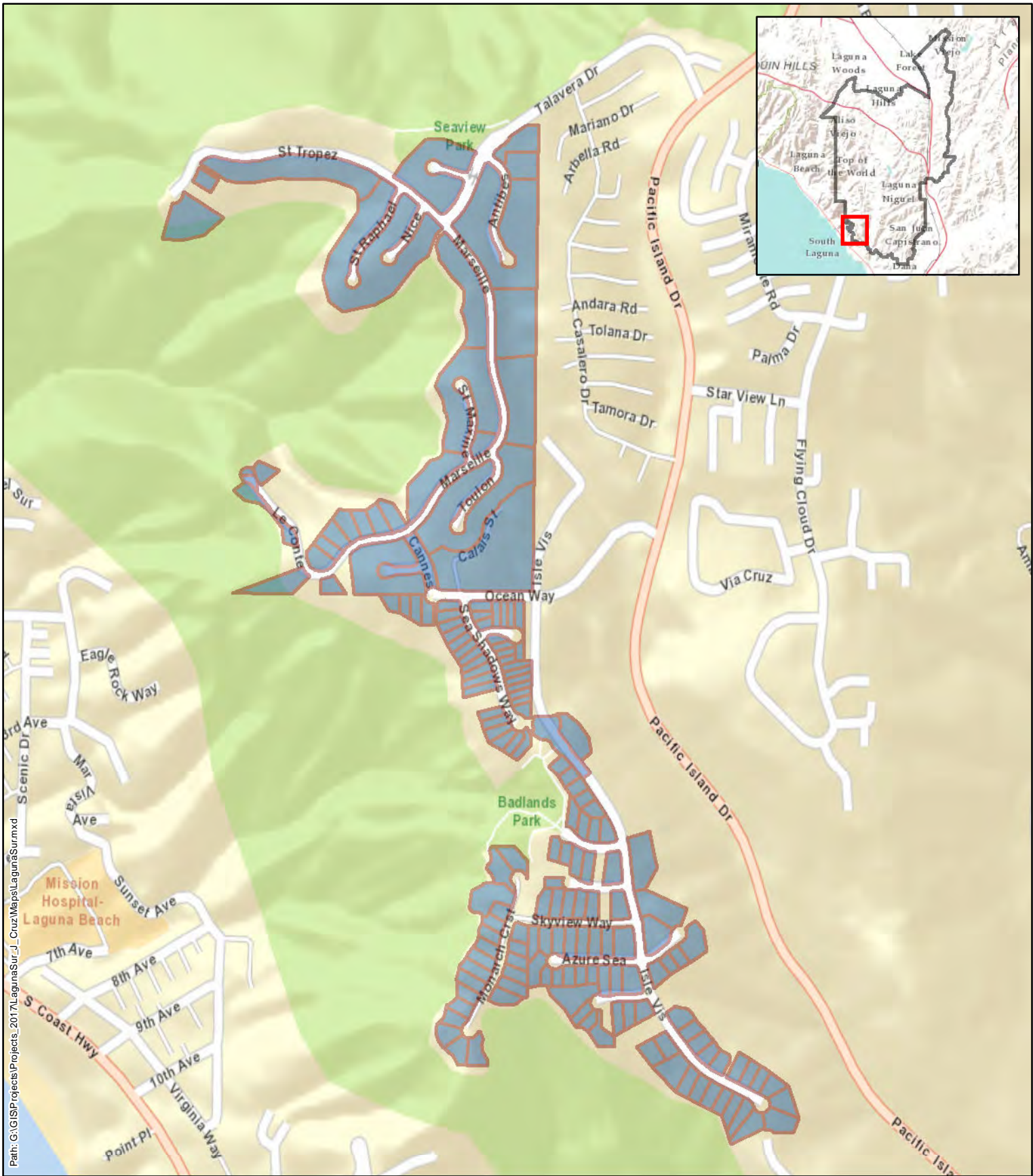
| Parcel Number | Site Address | Sewer Capacity Charge | Sewer Commodity Charge | Total Charges |
|---------------|---------------------|-----------------------|------------------------|---------------|
| 658-341-19 | 31841 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-20 | 31821 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-21 | 31811 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 658-341-22 | 31791 MONARCH CREST | \$ 987.20 | \$ - | \$987.20 |
| 939-870-25 | 1 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-26 | 3 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-27 | 5 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-28 | 7 ANTIBES | \$ 987.20 | \$ - | \$987.20 |
| 939-870-29 | 9 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-30 | 11 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-31 | 13 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-32 | 15 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-33 | 17 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-34 | 19 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-35 | 21 ANTIBES | \$ 987.20 | \$ - | \$987.20 |
| 939-870-36 | 23 ANTIBES | \$ 987.20 | \$ - | \$987.20 |
| 939-870-37 | 25 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-38 | 27 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-39 | 29 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-40 | 31 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-41 | 33 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-42 | 35 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-43 | 34 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-44 | 32 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-45 | 30 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-46 | 28 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-47 | 26 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-48 | 24 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-49 | 22 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-50 | 20 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-51 | 18 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-52 | 16 ANTIBES | \$ 987.20 | \$ - | \$987.20 |
| 939-870-53 | 14 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-54 | 12 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-55 | 10 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-56 | 8 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-57 | 6 ANTIBES | \$ 987.20 | \$ - | \$987.20 |
| 939-870-58 | 4 ANTIBES | \$ 774.27 | \$ - | \$774.27 |
| 939-870-59 | 2 ANTIBES | \$ 844.39 | \$ - | \$844.39 |
| 939-870-60 | 14 SAINT TROPEZ | \$ 844.39 | \$ - | \$844.39 |
| 939-870-61 | 16 SAINT TROPEZ | \$ 987.20 | \$ - | \$987.20 |
| 939-870-62 | 18 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-63 | 20 SAINT TROPEZ | \$ 987.20 | \$ - | \$987.20 |
| 939-870-64 | 22 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-65 | 24 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-66 | 26 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-67 | 28 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-68 | 30 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-69 | 32 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-70 | 34 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-71 | 36 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-72 | 38 SAINT TROPEZ | \$ 844.39 | \$ - | \$844.39 |

| Parcel Number | Site Address | Sewer Capacity Charge | Sewer Commodity Charge | Total Charges |
|---------------|------------------|-----------------------|------------------------|---------------|
| 939-870-73 | 40 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-74 | 42 SAINT TROPEZ | \$ 844.39 | \$ - | \$844.39 |
| 939-870-75 | 44 SAINT TROPEZ | \$ 844.39 | \$ - | \$844.39 |
| 939-870-76 | 46 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-77 | 48 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-78 | 50 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-79 | 52 SAINT TROPEZ | \$ 774.27 | \$ - | \$774.27 |
| 939-870-80 | 54 SAINT TROPEZ | \$ 844.39 | \$ - | \$844.39 |
| 939-870-81 | 1 SAINT RAPHAEL | \$ 844.39 | \$ - | \$844.39 |
| 939-870-82 | 3 SAINT RAPHAEL | \$ 844.39 | \$ - | \$844.39 |
| 939-870-83 | 5 SAINT RAPHAEL | \$ 774.27 | \$ - | \$774.27 |
| 939-870-84 | 7 SAINT RAPHAEL | \$ 844.39 | \$ - | \$844.39 |
| 939-870-85 | 9 SAINT RAPHAEL | \$ 844.39 | \$ - | \$844.39 |
| 939-870-86 | 11 SAINT RAPHAEL | \$ 774.27 | \$ - | \$774.27 |
| 939-870-87 | 13 SAINT RAPHAEL | \$ 774.27 | \$ - | \$774.27 |
| 939-870-88 | 15 SAINT RAPHAEL | \$ 844.39 | \$ - | \$844.39 |
| 939-870-89 | 17 SAINT RAPHAEL | \$ 987.20 | \$ - | \$987.20 |
| 939-870-90 | 19 SAINT RAPHAEL | \$ 774.27 | \$ - | \$774.27 |
| 939-870-91 | 21 SAINT RAPHAEL | \$ 774.27 | \$ - | \$774.27 |
| 939-870-92 | 23 SAINT RAPHAEL | \$ 774.27 | \$ - | \$774.27 |
| 939-870-93 | 25 SAINT RAPHAEL | \$ 844.39 | \$ - | \$844.39 |
| 939-870-94 | 27 SAINT RAPHAEL | \$ 774.27 | \$ - | \$774.27 |
| 939-870-95 | 29 SAINT RAPHAEL | \$ 987.20 | \$ - | \$987.20 |
| 939-870-96 | 31 SAINT RAPHAEL | \$ 987.20 | \$ - | \$987.20 |
| 939-870-97 | 33 SAINT RAPHAEL | \$ 774.27 | \$ - | \$774.27 |
| 939-870-98 | 35 SAINT RAPHAEL | \$ 774.27 | \$ - | \$774.27 |
| 939-870-99 | 37 SAINT RAPHAEL | \$ 774.27 | \$ - | \$774.27 |
| 939-871-00 | 39 SAINT RAPHAEL | \$ 774.27 | \$ - | \$774.27 |
| 939-871-01 | 41 SAINT RAPHAEL | \$ 774.27 | \$ - | \$774.27 |
| 939-871-02 | 43 SAINT RAPHAEL | \$ 844.39 | \$ - | \$844.39 |
| 939-871-03 | 1 NICE | \$ 987.20 | \$ - | \$987.20 |
| 939-871-04 | 3 NICE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-05 | 5 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-06 | 7 NICE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-07 | 9 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-08 | 11 NICE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-09 | 13 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-10 | 15 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-11 | 17 NICE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-12 | 19 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-13 | 21 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-14 | 26 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-15 | 24 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-16 | 22 NICE | \$ 987.20 | \$ - | \$987.20 |
| 939-871-17 | 20 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-18 | 18 NICE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-19 | 16 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-20 | 14 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-21 | 12 NICE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-22 | 10 NICE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-23 | 8 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-24 | 6 NICE | \$ 774.27 | \$ - | \$774.27 |


| Parcel Number | Site Address | Sewer Capacity Charge | Sewer Commodity Charge | Total Charges |
|---------------|--------------|-----------------------|------------------------|---------------|
| 939-871-25 | 4 NICE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-26 | 2 NICE | \$ 987.20 | \$ - | \$987.20 |
| 939-871-27 | 15 CAVALIER | \$ 844.39 | \$ - | \$844.39 |
| 939-871-28 | 13 CAVALIER | \$ 774.27 | \$ - | \$774.27 |
| 939-871-29 | 11 CAVALIER | \$ 844.39 | \$ - | \$844.39 |
| 939-871-30 | 9 CAVALIER | \$ 844.39 | \$ - | \$844.39 |
| 939-871-31 | 7 CAVALIER | \$ 774.27 | \$ - | \$774.27 |
| 939-871-32 | 5 CAVALIER | \$ 844.39 | \$ - | \$844.39 |
| 939-871-33 | 3 CAVALIER | \$ 774.27 | \$ - | \$774.27 |
| 939-871-34 | 1 CAVALIER | \$ 774.27 | \$ - | \$774.27 |
| 939-871-35 | 2 CAVALIER | \$ 987.20 | \$ - | \$987.20 |
| 939-871-36 | 4 CAVALIER | \$ 774.27 | \$ - | \$774.27 |
| 939-871-37 | 6 CAVALIER | \$ 774.27 | \$ - | \$774.27 |
| 939-871-38 | 8 CAVALIER | \$ 774.27 | \$ - | \$774.27 |
| 939-871-39 | 10 CAVALIER | \$ 774.27 | \$ - | \$774.27 |
| 939-871-40 | 12 CAVALIER | \$ 774.27 | \$ - | \$774.27 |
| 939-871-41 | 14 CAVALIER | \$ 774.27 | \$ - | \$774.27 |
| 939-871-42 | 16 CAVALIER | \$ 774.27 | \$ - | \$774.27 |
| 939-871-43 | 18 CAVALIER | \$ 774.27 | \$ - | \$774.27 |
| 939-871-44 | 1 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-45 | 3 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-46 | 5 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-47 | 7 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-48 | 9 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-49 | 11 MARSEILLE | \$ 987.20 | \$ - | \$987.20 |
| 939-871-50 | 13 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-51 | 15 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-52 | 17 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-53 | 19 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-54 | 21 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-55 | 23 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-56 | 25 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-57 | 27 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-58 | 29 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-59 | 31 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-60 | 33 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-61 | 35 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-62 | 37 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-63 | 41 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-64 | 43 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-65 | 45 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-66 | 47 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-67 | 49 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-68 | 51 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-69 | 53 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-70 | 55 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-71 | 57 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-72 | 59 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-73 | 61 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-74 | 63 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-75 | 65 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-76 | 67 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |

| Parcel Number | Site Address | Sewer Capacity Charge | Sewer Commodity Charge | Total Charges |
|---------------|-----------------|-----------------------|------------------------|---------------|
| 939-871-77 | 29 SAINT MAXIME | \$ 774.27 | \$ - | \$774.27 |
| 939-871-78 | 27 SAINT MAXIME | \$ 774.27 | \$ - | \$774.27 |
| 939-871-79 | 25 SAINT MAXIME | \$ 774.27 | \$ - | \$774.27 |
| 939-871-80 | 23 SAINT MAXIME | \$ 844.39 | \$ - | \$844.39 |
| 939-871-81 | 21 SAINT MAXIME | \$ 987.20 | \$ - | \$987.20 |
| 939-871-82 | 19 SAINT MAXIME | \$ 774.27 | \$ - | \$774.27 |
| 939-871-83 | 17 SAINT MAXIME | \$ 774.27 | \$ - | \$774.27 |
| 939-871-84 | 15 SAINT MAXIME | \$ 774.27 | \$ - | \$774.27 |
| 939-871-85 | 13 SAINT MAXIME | \$ 774.27 | \$ - | \$774.27 |
| 939-871-86 | 11 SAINT MAXIME | \$ 774.27 | \$ - | \$774.27 |
| 939-871-87 | 9 SAINT MAXIME | \$ 774.27 | \$ - | \$774.27 |
| 939-871-88 | 7 SAINT MAXIME | \$ 774.27 | \$ - | \$774.27 |
| 939-871-89 | 5 SAINT MAXIME | \$ 774.27 | \$ - | \$774.27 |
| 939-871-90 | 3 SAINT MAXIME | \$ 774.27 | \$ - | \$774.27 |
| 939-871-91 | 1 SAINT MAXIME | \$ 987.20 | \$ - | \$987.20 |
| 939-871-92 | 71 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-93 | 73 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-94 | 75 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-95 | 77 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-96 | 79 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-871-97 | 81 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-98 | 83 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-871-99 | 85 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-00 | 87 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-01 | 89 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-02 | 91 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-872-03 | 42 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-04 | 44 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-05 | 46 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-06 | 48 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-07 | 50 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-08 | 52 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-09 | 54 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-10 | 56 MARSEILLE | \$ 987.20 | \$ - | \$987.20 |
| 939-872-11 | 58 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-12 | 60 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-13 | 62 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-14 | 64 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-15 | 66 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-16 | 68 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-872-17 | 20 MARSEILLE | \$ 987.20 | \$ - | \$987.20 |
| 939-872-18 | 22 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-872-19 | 24 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-20 | 26 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-21 | 28 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-872-22 | 30 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-872-23 | 32 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-24 | 34 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-872-25 | 36 MARSEILLE | \$ 774.27 | \$ - | \$774.27 |
| 939-872-26 | 38 MARSEILLE | \$ 844.39 | \$ - | \$844.39 |
| 939-872-27 | 40 MARSEILLE | \$ 987.20 | \$ - | \$987.20 |
| 939-872-28 | 15 MONTPELLIER | \$ 774.27 | \$ - | \$774.27 |

| Parcel Number | Site Address | Sewer Capacity Charge | Sewer Commodity Charge | Total Charges |
|---------------|----------------|-----------------------|------------------------|---------------|
| 939-872-29 | 13 MONTPELLIER | \$ 844.39 | \$ - | \$844.39 |
| 939-872-30 | 11 MONTPELLIER | \$ 774.27 | \$ - | \$774.27 |
| 939-872-31 | 9 MONTPELLIER | \$ 774.27 | \$ - | \$774.27 |
| 939-872-32 | 3 MONTPELLIER | \$ 774.27 | \$ - | \$774.27 |
| 939-872-33 | 1 MONTPELLIER | \$ 774.27 | \$ - | \$774.27 |
| 939-872-34 | 2 MONTPELLIER | \$ 774.27 | \$ - | \$774.27 |
| 939-872-35 | 4 MONTPELLIER | \$ 844.39 | \$ - | \$844.39 |
| 939-872-36 | 6 MONTPELLIER | \$ 774.27 | \$ - | \$774.27 |
| 939-872-37 | 8 MONTPELLIER | \$ 774.27 | \$ - | \$774.27 |
| 939-872-38 | 10 MONTPELLIER | \$ 844.39 | \$ - | \$844.39 |
| 939-872-39 | 12 MONTPELLIER | \$ 844.39 | \$ - | \$844.39 |
| 939-872-40 | 14 MONTPELLIER | \$ 844.39 | \$ - | \$844.39 |
| 939-872-41 | 16 MONTPELLIER | \$ 844.39 | \$ - | \$844.39 |
| 939-872-42 | 18 MONTPELLIER | \$ 844.39 | \$ - | \$844.39 |
| 939-872-43 | 20 MONTPELLIER | \$ 844.39 | \$ - | \$844.39 |
| 939-872-44 | 2 TOULON | \$ 844.39 | \$ - | \$844.39 |
| 939-872-45 | 4 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-46 | 6 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-47 | 8 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-48 | 10 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-49 | 12 TOULON | \$ 844.39 | \$ - | \$844.39 |
| 939-872-50 | 14 TOULON | \$ 987.20 | \$ - | \$987.20 |
| 939-872-51 | 16 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-52 | 18 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-53 | 20 TOULON | \$ 844.39 | \$ - | \$844.39 |
| 939-872-54 | 22 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-55 | 24 TOULON | \$ 844.39 | \$ - | \$844.39 |
| 939-872-56 | 26 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-57 | 32 TOULON | \$ 844.39 | \$ - | \$844.39 |
| 939-872-58 | 34 TOULON | \$ 987.20 | \$ - | \$987.20 |
| 939-872-59 | 36 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-60 | 38 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-61 | 40 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-62 | 42 TOULON | \$ 844.39 | \$ - | \$844.39 |
| 939-872-63 | 44 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-64 | 41 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-65 | 39 TOULON | \$ 844.39 | \$ - | \$844.39 |
| 939-872-66 | 37 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-67 | 35 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-68 | 33 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-69 | 31 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-70 | 29 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-71 | 27 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-72 | 25 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-73 | 23 TOULON | \$ 774.27 | \$ - | \$774.27 |
| 939-872-74 | 21 TOULON | \$ 987.20 | \$ - | \$987.20 |
| 939-872-75 | 19 TOULON | \$ 987.20 | \$ - | \$987.20 |
| 939-872-76 | 15 TOULON | \$ 844.39 | \$ - | \$844.39 |
| 939-872-77 | 11 TOULON | \$ 774.27 | \$ - | \$774.27 |

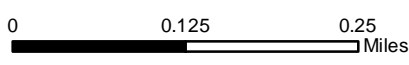


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 Area of Interest



**Laguna Sur Area
Laguna Niguel**



Scale = 1:8,800

MOULTON NIGUEL WATER DISTRICT
Summary of Financial Results
July 8, 2021

Year to date unaudited results of operations as of May 31, 2021, are summarized below.

Total operating revenues were \$65.6 million for the month ended, which came in at 96% of the budget. Total operating expenses ended at \$68.6 million, which amounted to 84% of the approved budget. Total net income for the period ended was \$5.8 million.

The District has received \$30.9 million, slightly over the \$30.7 million budget for property taxes for the year.

Investment income is valued at (\$0.2) million for the year due to a (\$2.8) million unrealized loss based on current market value. The \$2.5 million of realized income from investments this year represents over 100% of the \$2.5 million budgeted amount. The District budgets based on expected realized income from investments.

The District currently has \$3.8 million available in the Water Efficiency Fund for new projects, rebate applications or additional programs. The remaining balance considers \$0.3 million in approved water efficiency program commitments, as well as \$3.6 million in capital spending this fiscal year, and future expected grant reimbursements for the Smart Meter project.

The District's total unrestricted cash and investments balance at May 31, 2021, was \$123.7 million, representing a decrease of \$26.0 million since June 30, 2020. This decrease was projected as part of the budget and ten-year cash flow and is primarily due to the execution of the District's capital improvement program to invest in its infrastructure. The projected cash spend down in the approved fiscal year 2020-21 budget was \$40.5 million.

Additionally, the District also holds \$2.2 million in cash deposited with the District's fiscal agent. The District is meeting the 2015 Revenue Refunding Bonds reserve and holds additional funds in those accounts as well as the 2019 Revenue Bonds accounts that will be used to pay the next debt service payments in September 2021.

Based on the approved fiscal year 2020-21 Budget, the Board had established a target reserve level of \$69.8 million, and as of the end of this period, the District is meeting those reserve targets. Additionally, the District has \$28.2 million available in the funds designated for capital projects.

Moulton Niguel Water District
All Funds - Budget Comparison Report
Year To Date Totals May 31, 2021

| | 1 | 2 | 3 | =3-1 | =1/3 |
|---|-----------------------------|-----------------------------------|----------------------|-----------------------------|------------------------|
| Description | Fiscal Year to Date Actuals | Prior Fiscal Year to Date Actuals | Revised Budget | Current Year Budget Balance | % of Actuals to Budget |
| ALL FUNDS | | | | | |
| <u>Operating Revenues</u> | | | | | |
| Water Sales | \$ 29,619,212 | \$ 26,511,596 | \$ 31,438,154 | \$ 1,818,942 | 94% |
| Recycled Water Sales | 5,460,174 | 4,513,897 | 5,941,355 | 481,181 | 92% |
| Sewer Sales | 25,584,496 | 24,409,735 | 25,446,037 | (138,459) | 101% |
| Water Efficiency | 4,714,646 | 3,534,125 | 4,587,175 | (127,470) | 103% |
| Other Operating Income | 248,925 | 454,978 | 1,079,522 | 830,597 | 23% |
| A Total Operating Revenue | 65,627,453 | 59,424,332 | 68,492,243 | 2,864,790 | 96% |
| <u>Operating Expenses</u> | | | | | |
| Salaries ¹ | 12,983,254 | 12,592,181 | 16,159,959 | 3,176,705 | 80% |
| PERs Employer Contributions | 2,786,454 | 2,302,806 | 2,999,211 * | 212,757 | 93% |
| Defined Contribution 401A ¹ | 233,750 | 224,428 | 294,546 | 60,796 | 79% |
| Education/Certification | 48,636 | 38,096 | 81,360 | 32,724 | 60% |
| Travel & Meetings | 67,293 | 265,524 | 116,501 * | 49,207 | 58% |
| Recruitment & Employee Relations | 12,060 | 8,150 | 98,055 | 85,995 | 12% |
| General Services | 317,351 | 346,878 | 528,874 | 211,523 | 60% |
| Annual Audit | 27,360 | 32,272 | 55,000 | 27,640 | 50% |
| Member Agencies O&M | 384,455 | 285,923 | 515,520 | 131,065 | 75% |
| Dues & Memberships | 130,719 | 208,923 | 208,647 | 77,928 | 63% |
| Election Expenses | - | - | 50,000 * | 50,000 | 0% |
| Consulting Services | 1,894,008 | 2,139,473 | 2,927,000 * | 1,032,992 | 65% |
| Equipment Rental | 47,772 | 52,098 | 63,010 | 15,238 | 76% |
| District Fuel | 284,417 | 241,632 | 330,000 | 45,583 | 86% |
| Insurance - District | 487,767 | 479,452 | 558,300 | 70,533 | 87% |
| Insurance - Personnel | 443,117 | 427,154 | 467,638 * | 24,521 | 95% |
| Insurance - Benefits ¹ | 4,062,061 | 3,689,617 | 4,050,028 * | (12,033) | 100% |
| Legal Services - Personnel | 7,901 | 14,272 | 50,000 | 42,099 | 16% |
| Legal Services - General | 224,081 | 192,344 | 620,000 | 395,919 | 36% |
| District Office Supplies | 483,426 | 849,642 | 1,093,053 | 609,627 | 44% |
| District Operating Supplies | 692,892 | 1,286,352 | 1,159,250 | 466,358 | 60% |
| Repairs & Maintenance - Equipment | 1,025,898 | 1,042,902 | 1,406,595 | 380,697 | 73% |
| Repairs & Maintenance - Facilities | 2,711,435 | 2,610,477 | 4,359,324 | 1,647,889 | 62% |
| Safety Program & Compliance Requirements | 311,706 | 305,997 | 363,787 | 52,081 | 86% |
| Wastewater Treatment | 8,968,952 | 8,547,852 | 9,374,975 | 406,023 | 96% |
| Special Outside Assessments | 156,786 | 139,508 | 153,967 | (2,820) | 102% |
| Utilities | 2,532,276 | 2,201,083 | 3,079,533 | 547,257 | 82% |
| Water Purchases | 26,748,858 | 23,677,900 | 28,637,921 | 1,889,063 | 93% |
| Water Efficiency | 495,874 | 967,813 | 1,850,000 | 1,354,126 | 27% |
| B Total Operating Expenses | 68,570,557 | 65,170,752 | 81,652,053 | 13,081,497 | 84% |
| A-B Operating Income (Loss) | (2,943,104) | (5,746,420) | (13,159,810) | (10,216,706) | |
| <u>Non-Operating Revenues (Expenses)</u> | | | | | |
| Property Tax Revenue | 30,877,488 | 29,591,021 | 30,744,255 | (133,234) | 100% |
| Investment Income ² | (244,207) | 6,310,715 | 2,469,486 | 2,713,694 | -10% |
| Property Lease Income | 1,846,664 | 1,766,877 | 1,943,911 | 97,247 | 95% |
| Interest Expense | (3,780,453) | (3,986,661) | (4,945,081) | (1,164,628) | 76% |
| Misc. Non-Operating Income (Expense) ³ | 889,350 | 1,936,239 | 245,312 | (644,038) | 363% |
| Capacity and Demand Offset Fees | 36,959 | 196,953 | 420,384 | 383,425 | 9% |
| C Total Non-Operating Revenue (Expenses) | 29,625,801 | 35,815,143 | 30,878,267 | 1,252,466 | 96% |
| A-B+C Change in All Funds | \$ 26,682,698 | \$ 30,068,723 | \$ 17,718,457 | \$ (8,964,241) | |
| <u>Other Non Cash Expenses</u> | | | | | |
| Depreciation and amortization | 20,904,009 | 19,802,093 | - | (20,904,009) | n/a |
| D Total Change in Net Position | 5,778,689 | 10,266,630 | 17,718,457 | 11,939,768 | |

Note: Totals may not sum due to rounding.

* Budget Transfer

1. The District has capitalized \$1,642,576 in salaries and benefits year-to-to date related to time spent on capital projects.

2. Investment income is comprised of realized income of \$2,515,070 and unrealized income (loss) of (\$2,759,277).

3. The District has received \$605,474 this year from the US Bureau of Reclamation for the Smart Meter project.

**Moulton Niguel Water District
All Funds - Budget Comparison Report
Year To Date Totals May 31, 2021
Legal Services - General**

| Firm | Water Use | | | Total |
|-------------------------|----------------------|-------------------------|----------------------|-------------------|
| | General ¹ | Efficiency ¹ | Capital ² | |
| Alvarado Smith APC | \$ 36,758 | \$ - | \$ - | \$ 36,758 |
| Best Best & Krieger LLP | 165,779 | 21,545 | 23,221 | 210,545 |
| Total | 202,536 | 21,545 | 23,221 | 247,303 |
| Budget Amount | 600,000 | 20,000 | - | 620,000 |
| Budget Balance | \$ 397,464 | \$ (1,545) | n/a | \$ 395,919 |

Note: Totals may not sum due to rounding.

1. Legal Services - General on the previous page is made up of the General balance of \$202,536 and the \$21,545 Water Use Efficiency balance, for a total of \$224,081.
2. Capital legal services represent legal services rendered during construction and are capitalized by the District as part of the project. Each project has a separate budget for legal expenses and those individual budgets are not included as part of this schedule.

Consulting Services - Grant Administration

| Firm | YTD | Overall |
|------------------------------|------------------|-----------------------|
| West Yost Associates | \$ 19,271 | \$ 193,604 |
| Grants Received ³ | - | (5,190,184) |
| Totals | \$ 19,271 | \$ (4,996,580) |

3. The District has received two grants from the US Bureau of Reclamation since the start of the grant administration program, totaling \$1.8 million, and one grant from the California Governor's Office of Emergency Services (Cal-OES) for \$2.8 million for the potable steel reservoir seismic retrofit project. Additionally, the District has received over \$0.7 million in grants from the Metropolitan Water District of Southern California and MWDOC that are not included in this schedule as those grants were received and awarded utilizing internal staff only.

Moulton Niguel Water District
General Fund - Budget Comparison Report
Year To Date Totals May 31, 2021

| | 1 | 2 | =1-2 | =2/1 |
|---|----------------------|-----------------------------|-----------------------|------------------------|
| Description | Revised Budget | Fiscal Year to Date Actuals | Budget Balance | % of Actuals to Budget |
| GENERAL FUND | | | | |
| <u>Operating Revenues</u> | | | | |
| Water Sales | \$ 31,438,154 | \$ 29,619,212 | \$ 1,818,942 | 94% |
| Recycled Water Sales | 5,941,355 | 5,460,174 | 481,181 | 92% |
| Sewer Sales | 25,446,037 | 25,584,496 | (138,459) | 101% |
| Other Operating Income | 1,079,522 | 248,925 | 830,597 | 23% |
| A Total Operating Revenue | 63,905,068 | 60,912,807 | 2,992,261 | 95% |
| <u>Operating Expenses</u> | | | | |
| Salaries | 14,531,475 | 11,710,071 | 2,821,404 | 81% |
| PERs Employer Contributions | 2,785,595 * | 2,567,135 | 218,460 | 92% |
| Defined Contribution 401A | 263,876 | 212,237 | 51,639 | 80% |
| Education/Certification | 80,360 | 41,992 | 38,368 | 52% |
| Travel & Meetings | 65,301 * | 63,340 | 1,961 | 97% |
| Recruitment & Employee Relations | 98,055 | 12,060 | 85,995 | 12% |
| General Services | 528,874 | 317,351 | 211,523 | 60% |
| Annual Audit | 55,000 | 27,360 | 27,640 | 50% |
| Member Agencies O&M | 515,520 | 384,455 | 131,065 | 75% |
| Dues & Memberships | 131,147 | 112,385 | 18,762 | 86% |
| Election Expenses | 50,000 * | - | 50,000 | 0% |
| Consulting Services | 1,449,000 * | 1,385,550 | 63,450 | 96% |
| Equipment Rental | 63,010 | 47,772 | 15,238 | 76% |
| District Fuel | 330,000 | 284,417 | 45,583 | 86% |
| Insurance - District | 558,300 | 487,767 | 70,533 | 87% |
| Insurance - Personnel | 436,257 * | 416,569 | 19,688 | 95% |
| Insurance - Benefits | 3,731,962 * | 3,738,120 | (6,158) | 100% |
| Legal Services - Personnel | 50,000 | 7,901 | 42,099 | 16% |
| Legal Services - General | 600,000 | 202,536 | 397,464 | 34% |
| District Office Supplies | 706,803 | 340,833 | 365,970 | 48% |
| District Operating Supplies | 1,158,250 | 689,544 | 468,706 | 60% |
| Repairs & Maintenance - Equipment | 1,381,595 | 1,017,559 | 364,036 | 74% |
| Repairs & Maintenance - Facilities | 4,359,324 | 2,711,435 | 1,647,889 | 62% |
| Safety Program & Compliance Requirements | 361,137 | 310,509 | 50,628 | 86% |
| Wastewater Treatment | 9,374,975 | 8,968,952 | 406,023 | 96% |
| Special Outside Assessments | 153,967 | 156,786 | (2,820) | 102% |
| Utilities | 3,079,533 | 2,532,276 | 547,257 | 82% |
| Water Purchases | 28,637,921 | 26,748,858 | 1,889,063 | 93% |
| B Total Operating Expenses | 75,537,237 | 65,495,770 | 10,041,467 | 87% |
| A-B Operating Income (Loss) | (11,632,169) | (4,582,962) | (7,049,206) | |
| <u>Non-Operating Revenues (Expenses)</u> | | | | |
| Property Tax Revenue | 30,744,255 | 30,877,488 | (133,233) | 100% |
| Investment Income | 2,464,629 | (194,604) | 2,659,233 | -8% |
| Property Lease Income | 1,943,911 | 1,846,664 | 97,247 | 95% |
| Misc. Non-Operating Income (Expense) | 250,812 | 232,695 | 18,117 | 93% |
| C Total Non-Operating Revenue (Expenses) | 35,403,607 | 32,762,244 | 2,641,363 | 93% |
| A-B+C Change in General Fund | \$ 23,771,439 | \$ 28,179,282 | \$ (4,407,843) | 101% |
| <u>Other Non Cash Expenses</u> | | | | |
| Depreciation | - | 20,904,009 | (20,904,009) | n/a |
| D Total Change in Net Position | \$ 23,771,439 | \$ 7,275,273 | \$ 16,496,166 | |

Note: Totals may not sum due to rounding.

* Budget Transfer

Moulton Niguel Water District
Water Efficiency Fund - Budget Comparison Report
Year To Date Totals May 31, 2021

| | 1 | 2 | =1-2 | =2/1 |
|--|-----------------------|-----------------------------|-----------------------|------------------------|
| Description | Revised Budget | Fiscal Year to Date Actuals | Budget Balance | % of Actuals to Budget |
| WATER EFFICIENCY FUND | | | | |
| Projected Operating Revenue | | | | |
| Water Efficiency | \$ 4,587,175 | \$ 4,714,646 | \$ (127,470) | 103% |
| A Projected Total Operating Revenue | 4,587,175 | 4,714,646 | (127,470) | 103% |
| Projected Operating Expenses | | | | |
| Labor | 2,222,217 | 1,864,503 | 357,714 | 84% |
| Education/Certification | 1,000 | 6,644 | (5,644) | 664% |
| Travel & Meetings | 51,200 | 3,953 | 47,247 | 8% |
| Dues & Memberships | 77,500 | 18,333 | 59,167 | 24% |
| Consulting Services | 1,478,000 | 508,459 | 969,541 | 34% |
| Legal Services | 20,000 | 21,545 | (1,545) | 108% |
| Conservation supplies | 387,250 | 145,940 | 241,310 | 38% |
| Repairs and Maintenance - Equipment | 25,000 | 8,339 | 16,661 | 33% |
| Safety Program & Compliance Requirements | 2,650 | 1,197 | 1,453 | 45% |
| Water Efficiency | 1,850,000 | 495,874 | 1,354,126 | 27% |
| B Projected Total Operating Expenses | 6,114,817 | 3,074,787 | 3,040,030 | 50% |
| A-B Projected Operating Income (Loss) | (1,527,642) | 1,639,858 | (3,167,500) | |
| Projected Non-Operating Revenue | | | | |
| Demand offset fees | 96,079 | 23,352 | 72,727 | 24% |
| Grants received ¹ | - | 605,474 | (605,474) | n/a |
| Investment Income | 4,857 | (10,582) | 15,439 | -218% |
| C Projected Total Non-Operating Revenue | 100,936 | 618,243 | (517,307) | 613% |
| A-B+C Projected Change in Water Efficiency Fund | \$ (1,426,706) | \$ 2,258,101 | \$ (3,684,807) | |

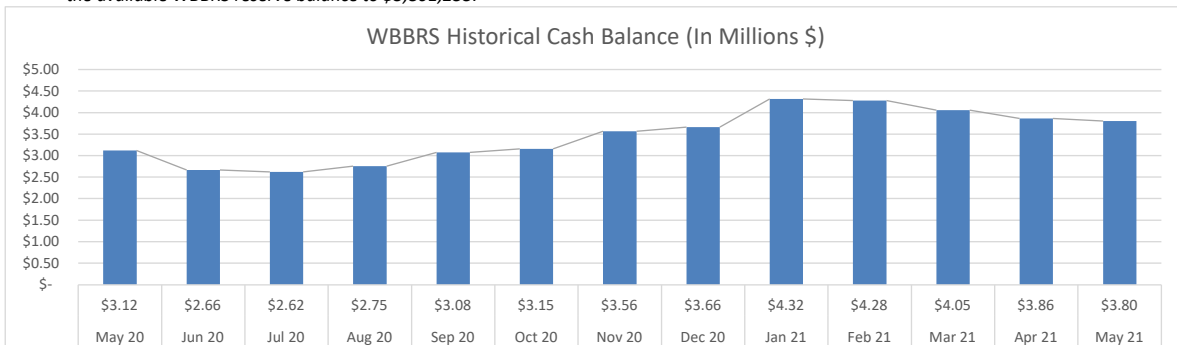
Note: Totals may not sum due to rounding.

1. The District has received \$605,474 from the US Bureau of Reclamation this fiscal year for the Smart Meter project.

Water Efficiency Available Net Position ²

| Description | Approved Budget | Fiscal Year to Date Actuals | Budget Balance |
|--|-------------------|-----------------------------|----------------|
| Fund Net Position, Beginning of Year | \$ 5,436,059 | \$ 5,436,059 | \$ 5,436,059 |
| Projected Change in Water Efficiency Fund | (1,426,706) | 2,258,101 | (3,684,807) |
| Project Commitments | | (329,836) | |
| Capital Spending | (3,350,000) | (3,563,091) | |
| Fund Net Position, Year To Date Totals May 31, 2021 | \$ 659,353 | \$ 3,801,233 | |

2. In addition to realized expenditures, there is approximately \$329,836 in project commitments, and \$3,563,091 in capital spending, reducing the available WBBRS reserve balance to \$3,801,233.



MOULTON NIGUEL WATER DISTRICT
STATEMENT OF NET POSITION

| | (Unaudited) May 31, 2021 | June 30, 2020 |
|--|-----------------------------|-----------------------|
| CURRENT LIABILITIES: | | |
| Accounts payable | \$ 8,993,233 | \$ 17,225,841 |
| Interest payable | 1,230,493 | 1,686,771 |
| Unearned Revenue | - | 697,186 |
| Compensated absences | 1,364,128 | 1,042,996 |
| Current portion of long-term debt: | | |
| Bonds payable | 2,085,000 | 1,990,000 |
| Certificates of participation | 1,215,000 | 910,000 |
| TOTAL CURRENT LIABILITIES | 14,887,854 | 23,552,794 |
| LONG-TERM LIABILITIES | | |
| Compensated absences | 454,709 | 347,665 |
| Long-term debt: | | |
| Bonds payable | 53,095,000 | 55,180,000 |
| Certificates of participation | 62,445,000 | 63,660,000 |
| Net Pension Liability | 22,455,803 | 22,455,803 |
| Net OPEB Liability | 1,275,305 | 1,275,305 |
| Present value of future lease payments | 2,216,088 | 2,216,088 |
| TOTAL LONG-TERM LIABILITIES | 141,941,905 | 145,134,861 |
| Bond Discount/Premium | 13,520,928 | 14,341,646 |
| TOTAL LIABILITIES | 170,350,688 | 183,029,301 |
| DEFERRED INFLOW OF RESOURCES: | | |
| Deferred Items related to Pension | 1,490,997 | 1,490,997 |
| Deferred items related to OPEB | 326,759 | 326,759 |
| Present value of future lease receipts | 15,175,090 | 15,175,090 |
| TOTAL DEFERRED INFLOW OF RESOURCES | 16,992,846 | 16,992,846 |
| NET POSITION: | | |
| Net investment in capital assets | 331,853,360 | 309,716,709 |
| Restricted for capital projects | 40,610 | 295,848 |
| Unrestricted | 102,190,888 | 118,293,636 |
| TOTAL NET POSITION | 434,084,858 | 428,306,193 |
| TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES, AND NET POSITION | \$ 621,428,392 | \$ 628,328,340 |

Note: Totals may not sum due to rounding.

MOULTON NIGUEL WATER DISTRICT
RESTRICTED CASH AND INVESTMENTS WITH FISCAL AGENT
As of May 31, 2021

| | Reserve Requirement | (Unaudited) Balance 5/31/2021 | Over (Under) Requirement | Balance 6/30/2020 | Outstanding Debt Balance 5/31/2021 |
|---|------------------------|-------------------------------------|-----------------------------|----------------------|--|
| Restricted Cash and Investments: | | | | | |
| 2015 Refunding Bonds Reserve | \$ 657,500 | \$ 1,202,239 | \$ 544,739 | \$ 1,364,449 | \$ 6,575,000 |
| 2019 Revenue Bonds | - | 963,624 | 963,624 | 3,382,611 | 48,605,000 |
| 2019 Certificates of Participation | - | - | - | 6,626,398 | 63,660,000 |
| Total Restricted Trust Accounts | \$ 657,500 | \$ 2,165,863 | \$ 1,508,363 | \$ 11,373,458 | \$ 118,840,000 |

Note: Totals may not sum due to rounding.

| FY | Remaining Payoff Schedule | | |
|------|---------------------------|----------------------|-----------------------|
| | Principal | Interest | Totals |
| 2022 | 3,300,000 | 4,812,831 | 8,112,831 |
| 2023 | 3,465,000 | 4,643,706 | 8,108,706 |
| 2024 | 3,640,000 | 4,466,081 | 8,106,081 |
| 2025 | 3,460,000 | 4,288,581 | 7,748,581 |
| 2026 | 3,630,000 | 4,111,331 | 7,741,331 |
| 2027 | 3,815,000 | 3,925,206 | 7,740,206 |
| 2028 | 4,005,000 | 3,728,806 | 7,733,806 |
| 2029 | 4,210,000 | 3,524,331 | 7,734,331 |
| 2030 | 4,415,000 | 3,308,706 | 7,723,706 |
| 2031 | 4,640,000 | 3,082,331 | 7,722,331 |
| 2032 | 4,865,000 | 2,854,581 | 7,719,581 |
| 2033 | 5,090,000 | 2,646,406 | 7,736,406 |
| 2034 | 5,280,000 | 2,448,097 | 7,728,097 |
| 2035 | 5,485,000 | 2,238,513 | 7,723,513 |
| 2036 | 5,705,000 | 2,010,088 | 7,715,088 |
| 2037 | 5,945,000 | 1,768,925 | 7,713,925 |
| 2038 | 6,185,000 | 1,522,738 | 7,707,738 |
| 2039 | 6,440,000 | 1,265,613 | 7,705,613 |
| 2040 | 6,700,000 | 995,594 | 7,695,594 |
| 2041 | 2,490,000 | 819,600 | 3,309,600 |
| 2042 | 2,565,000 | 743,775 | 3,308,775 |
| 2043 | 2,645,000 | 665,625 | 3,310,625 |
| 2044 | 2,725,000 | 585,075 | 3,310,075 |
| 2045 | 2,805,000 | 502,125 | 3,307,125 |
| 2046 | 2,890,000 | 416,700 | 3,306,700 |
| 2047 | 2,975,000 | 328,725 | 3,303,725 |
| 2048 | 3,065,000 | 238,125 | 3,303,125 |
| 2049 | 3,155,000 | 144,825 | 3,299,825 |
| 2050 | 3,250,000 | 48,750 | 3,298,750 |
| | \$ 118,840,000 | \$ 62,135,790 | \$ 180,975,790 |

MOULTON NIGUEL WATER DISTRICT
NET POSITION
As of May 31, 2021

| | | (Unaudited) | | |
|---|---|-----------------------|------------------------|-----------------------|
| | Reserve Target | Balance 5/31/2021 | Net Change | Balance 6/30/2020 |
| Adopted Reserve Targets ¹ | | | | |
| Designated for Self Insurance Reserve | \$ 250,000 | \$ 236,500 | \$ 3,098 | \$ 233,402 |
| Designated for Rate Stabilization | 15,372,127 | 15,333,080 | 268,274 | 15,064,806 |
| Designated for Emergency Reserves | 35,300,000 | 35,300,000 | - | 35,300,000 |
| Designated for Operating Reserves ² | 18,884,259 | 18,936,806 | (29,475,071) | 48,411,877 |
| Total Adopted Reserve Targets | \$ 69,806,386 | \$ 69,806,386 | \$ (29,203,699) | \$ 99,010,085 |
| | | | | |
| | FY Capital Budget ⁴ | | | |
| Designated for Capital Projects ³ | | | | |
| Designated for Replacement and Refurbishment | \$ 41,393,593 | 18,649,639 | \$ 5,111,981 | \$ 13,537,658 |
| Designated for Water Supply Reliability | 100,000 | 96,023 | 86,866 | 9,157 |
| Designated for Planning and Construction | 21,048,504 | 9,483,279 | 9,182,602 | 300,677 |
| Total Designated for Capital Projects | \$ 62,542,097 | \$ 28,228,941 | \$ 14,381,449 | \$ 13,847,492 |
| | | | | |
| Other amounts | | | | |
| Designated for Water Efficiency (WBBSR) | | \$ 4,155,561 | \$ (1,280,498) | \$ 5,436,059 |
| Restricted for Capital Facilities (Projects) | | 40,610 | (255,238) | 295,848 |
| Net Investment in Capital Assets ⁵ | | 331,853,360 | 22,136,651 | 309,716,709 |
| Total Other amounts | | \$ 336,049,531 | \$ 20,600,915 | \$ 315,448,616 |
| | | | | |
| Total Net Position | | \$ 434,084,858 | \$ 5,778,665 | \$ 428,306,193 |

Note: Totals may not sum due to rounding.

1. Board designated balances represent available cash in that fund.
2. General Operating Reserves include the unrestricted, undesignated balance, and other general District accrued cash flows. This amount includes the remaining total cash balance of \$40,383,145.
3. Balances in the Capital Project Funds represent available and designated cash to fund identified CIP projects.
4. FY Budget also includes capital expenses of \$1,690,404 and \$3,350,000 in Funds 1 and 6, respectively, bringing the total CIP budget to \$67,582,501.
5. Net Investment in Capital Assets calculated as follows:

| | |
|---|----------------|
| Total capital assets and regulated assets | \$ 463,119,975 |
| Less capital related debt | (118,840,000) |
| Less: remaining premiums on capital debt | (13,520,928) |
| Add deferred charges related to debt | 228,118 |
| Add leases receivable and regulated assets | 16,091,510 |
| Less leases payable and lease deferred outflows | (17,391,178) |
| Add fiscal agent cash | 2,165,863 |
| Total Net Investment in Capital Assets | \$ 331,853,360 |

**MOULTON NIGUEL WATER DISTRICT
SUMMARY OF DISBURSEMENTS
FOR THE MONTH OF JUNE**

Summary of Disbursements in June:

| | | |
|--|------------------|------------------|
| General Fund Disbursements | | 7,056,885 |
| <u>Other Fund Disbursements:</u> | | |
| Self Insurance Fund | 125 | |
| Water Efficiency Fund | 271,156 | |
| Replacement & Refurbishment Fund | 1,589,434 | |
| Planning & Construction Fund | 942,430 | |
| Total Disbursements for all Funds | 2,803,145 | 9,860,030 |

Detail of Major Expenditures in June:

| | | |
|--|------------------|------------------|
| 1. Municipal Water District of Orange County (MWDOC) | | |
| April Water Purchases 2358.2 AF | 2,526,739 | |
| April Readiness To Serve | 110,911 | |
| April WaterSmart Commercial & Residential Rebate Programs | 54,179 | |
| April Capacity Charge | 33,424 | |
| April SCP and SAC Operation Surcharges | 2,224 | |
| | 2,727,476 | 2,727,476 |
| 2. Pacific Hydrotech Corp. | | |
| C#2017022 Regional Lift Station Enhancements, progress payment #11 | 442,513 | |
| C#2019303 Plant 3A Primary Clarifiers No. 3 & No. 4 Rehabilitation, progress payment #7 | 62,363 | |
| | 504,876 | 504,876 |
| 3. Ferreira Construction Co. Inc. | | |
| C#2016022 Camino Capistrano Yard Improvement Contract, progress payment #14 | 176,030 | |
| Emergency repair at multiple locations | 295,227 | |
| | 471,257 | 471,257 |
| 4. South Coast Water District (SCWD) - JRWSS | | |
| FY 20/21 Semi-Annual LAFCO payment, 2nd Installment | 194,877 | |
| Capital Billings through April 2021 | 142,488 | |
| TR 12366 Agreement, May and June 2021 Sewer Sales | 15,358 | |
| | 352,723 | 352,723 |
| 5. Hazen and Sawyer | | |
| Plant 3A Solids Handling Facilities Improvement Project | | 320,988 |
| 6. Pascal & Ludwig Constructors Inc. | | |
| C#2011077 Moulton Peak Radio Tower Replacement, progress payment #3, & retention | 175,263 | |
| C#2018023 Southwing Lift Station Auxiliary Generator Replacement, progress payment #5, & retention | 20,225 | |
| C#2017007 Aliso Creek Lift Station Auxiliary Generator Replacement, progress payment #5, & retention | 29,125 | |
| | 224,613 | 224,613 |
| 7. Advanced Industrial Services Inc. | | |
| C#2019008 Rehabilitation of Rancho Reservoirs No. 1 & No. 2, progress payments #7 & #8 | | 205,865 |
| 8. Xylem Dewatering Solutions, Inc. | | |
| DRI-Prime Silenced Bypass Pump | | 187,967 |
| 10. Jamison Engineering Contractors, Inc. | | |
| Plant 3A Digester Gas Piping Replacement | | 128,665 |
| 11. Ayala Engineering | | |
| C #2010008 On-Call Manhole Rehabilitation project | | 114,905 |
| 12. Tetra Tech, Inc. | | |
| Professional Services for multiple CIP projects | | 107,884 |
| 13. Iflow Energy Solutions, Inc. | | |
| Ultrasonic Potable Meters and Parts | | 100,817 |