

**AGENDA**

**BOARD OF DIRECTORS  
ORANGE COUNTY SANITATION DISTRICT**

**ADMINISTRATIVE OFFICE**

**REGULAR MEETING**

**April 28, 2010 – 6:30 P.M.**

**INVOCATION AND PLEDGE OF ALLEGIANCE - (Sal Tinajero – Santa Ana)**

**ROLL CALL**

**PUBLIC COMMENTS**

**REPORTS:** The Chair, General Manager and General Counsel may present verbal reports on miscellaneous matters of general interest to the Directors. These reports are for information only and require no action by the Directors.

1. Ratifying payment of claims of the District, by roll call vote, as follows:

<u>ALL DISTRICTS</u>	<u>03/15/10</u>	<u>03/31/10</u>
Totals	\$13,178,612.53	\$23,945,395.05

**DIRECTORS:** Pursuant to Government Code Section 84308, you are required to disclose any campaign contribution greater than \$250 received in the past twelve months from any party to a contract involving OCSD. This requires that you identify the contributor by name. Further, you may not participate in the decision making process to award a contract to such party. For reference, you are directed to the Register of Warrants as to all current contractors/vendors with OCSD. For the specifics of Government Code Section 84308, please see your Director's Handbook or call the office of General Counsel.

**CONSENT CALENDAR**

Consideration of motion to approve all agenda items appearing on the Consent Calendar not specifically removed from same, as follows:

2. Approve the minutes for the regular meeting held on March 24, 2010.

3. Approve Agreement with the City of Fountain Valley for Permitting Improvements of the Orange County Sanitation District within the City of Fountain Valley, in a form approved by General Counsel.

### **STEERING COMMITTEE**

4. Order Steering Committee Minutes for the regular meeting held on March 24, 2010 to be filed.
5. Approve the Irvine Ranch Water District (IRWD) (As Successor to County Sanitation District No. 14) Solids Agreement transferring IRWD solids to the OCSD Wastewater System and reimbursing OCSD for its costs, in a form approved by General Counsel.

### **OPERATIONS COMMITTEE**

6. Approve the minutes of the April 7, 2010 Operations Committee meeting.
7.
  - a) Approve Change Order No. 1 to Purchase Order No. 103530-OB issued to Jamison Engineering Contractors, Inc. for On-Call Contractor Support Services, Specification No. CS-2009-403BD, for the period July 1, 2009 through June 30, 2010, authorizing an additional amount of \$97,957.33, increasing the total annual amount not to exceed \$350,000;
  - b) Approve Change Order No. 2 to Purchase Order No. 103530-OB issued to Jamison Engineering Contractors, Inc. for On-Call Contractor Support Services, Specification No. CS-2009-403BD, for the period July 1, 2010 through June 30, 2011, authorizing an additional amount of \$247,957.33, increasing the total annual amount not to exceed \$500,000.00; and,
  - c) Approve a contingency for the period July 1, 2010 through June 30, 2011, of \$50,000 (10%).
8.
  - a) Approve plans and specifications for the P1 Outfall Pipeline Disconnects at Scrubber Overflow, Project No. FE03-42, on file at the office of the Clerk of the Board;
  - b) Receive and file bid tabulation and recommendation;
  - c) Reject low bid from Mike Prlich and Sons, Inc. as "Non Responsive" due to its failure to provide the information required under Public Contract Code §4100 et seq. in its Bid;
  - d) Award a Construction Contract to Engineering/Remediation Resources Group, Inc. for P1 Outfall Pipeline Disconnects at Scrubber Overflow, Project No. FE03-42, for a total amount not to exceed \$93,730; and,
  - e) Approve a contingency of \$23,430 (25%).

9. Approve a contingency increase of \$76,050 (23%) to the Professional Design Services Agreement with MVA Architects, Inc. for North County Collections Yard, Contract No. 15-04, providing for design services for a total contingency of \$125,648 (38%).
10. a) Approve Amendment No. 3 to the Professional Services Agreement with Tetra Tech, Inc., providing for additional engineering services for Gisler-Redhill Trunk Improvements, Reach B, Contract No. 7-37, for an additional amount of \$350,000, increasing the total amount not to exceed \$905,779; and,  
b) Approve a contingency of \$45,289 (5%).
11. Approve a contingency increase of \$84,000 (6%) to the construction contract with Colich and Sons, Inc., for Bayside Drive Improvement, Contract No. 5-61, for a total contingency of \$168,000 (12%).

#### **ADMINISTRATION COMMITTEE**

12. Approve minutes of the April 14, 2010, meeting of the Administration Committee.
13. Adopt Resolution No. OCSD 10-05, a Resolution of the Board of Directors of the Orange County Sanitation District authorizing the execution and delivery by the District of an Installment Purchase Agreement, Trust Agreement, and Continuing Disclosure Agreement in connection with the execution and delivery of Orange County Sanitation District Certificates of Participation to be referred to as Wastewater Revenue Obligations – Series 2010A, authorizing the execution and delivery of such Revenue Obligations in an aggregate amount of not to exceed \$80,000,000, approving a Notice of Intention to Sell, authorizing the distribution of an Official Notice Inviting Bids and an Official Statement in connection with the offering and sale of such Revenue Obligations, and authorizing the execution and delivery of necessary documents and related actions.

#### **GWRS SYSTEM STEERING COMMITTEE**

14. Verbal report of the Joint Groundwater Replenishment System Steering Committee meeting held on April 12, 2010.

#### **NON-CONSENT CALENDAR**

15. Approve Amended Joint Exercise of Powers Agreement for the Development, Operation, and Maintenance of the Groundwater Replenishment System and Green Acres Project.

- 16. Ordinance No. OCSD-40, An Ordinance of the Board of Directors of the Orange County Sanitation District Establishing Capital Facilities Capacity Charges; Adopting Miscellaneous Charges and Fees Relating to Industrial Charges, Source Control Permittees and Wastehaulers; and Repealing Ordinance No. OCSD-36:
  - a. Motion to read Ordinance No. OCSD-40 by title only and waive reading of said entire ordinance.
  - b. Motion to introduce Ordinance No. OCSD-40 and pass to second reading and public hearing on May 26, 2010.

Recess by Board of Directors, Orange County Sanitation District.

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**ORANGE COUNTY SANITATION DISTRICT FINANCING CORPORATION**

- 17. Call to order, Board of Directors, Orange County Sanitation District Financing Corporation:
  - a. Roll Call
  - b. If no corrections or amendments are made, the minutes for the meeting held on October 28, 2009, will be deemed approved and be so ordered by the Chair.
  - c. Report of the Director of Finance
  - d. Adopt Resolution No. FC-11, Authorizing the Execution and Delivery by the Corporation of an Installment Purchase Agreement, Trust Agreement, and Continuing Disclosure Agreement in Connection with the Execution and Delivery of Orange County Sanitation District Refunding Certificates of Participation to be referred to as Wastewater Revenue Obligations – Series 2010A, authorizing the Execution and Delivery of Such Revenue Obligations in an Aggregate Amount of Not to Exceed \$80,000,000, approving a Notice of Intention to Sell, authorizing the distribution of an Official Notice Inviting Bids, and an Official Statement in connection with the offering and sale of such Revenue Obligations, and authorizing the execution and delivery of necessary documents and related actions. *(See Agenda Item No. 13 for report.)*

Adjourn, Board of Directors, Orange County Sanitation District Financing Corporation.

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Reconvene, Board of Directors, Orange County Sanitation District

**CLOSED SESSION**

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

Convene in closed session, if necessary

Reconvene in regular session

Consideration of action, if any, on matters considered in closed session

**OTHER BUSINESS AND COMMUNICATIONS OR SUPPLEMENTAL AGENDA ITEMS, IF ANY**

**ADJOURNMENT** - The next Board of Directors regular meeting is scheduled for May 26, 2010, at 6:30 p.m.

**Agenda Posting:** In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the District's Administrative offices not less than 72 hours prior to the meeting date and time above. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of all, of the members of District's Board, are available for public inspection in the office of the Clerk of the Board, located at 10844 Ellis Avenue, Fountain Valley, California.

**Items Not Posted:** In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done in compliance with Section 54954.2(b) as an emergency item or because there is a need to take immediate action, which need came to the attention of the Board subsequent to the posting of agenda, or as set forth on a supplemental agenda posted in the manner as above, not less than 72 hours prior to the meeting date.

**Public Comments:** Any member of the public may address the Board of Directors on specific agenda items or matters of general interest. As determined by the Chair, speakers may be deferred until the specific item is taken for discussion and remarks may be limited to three minutes.

Matters of interest addressed by a member of the public and not listed on this agenda cannot have action taken by the Board of Directors except as authorized by Section 54954.2(b). If you wish to speak, please complete a Speaker's Form (located at the table outside of the Board Room) and give it to the Clerk of the Board.

**Consent Calendar:** All matters placed on the Consent Calendar are considered as not requiring discussion or further explanation and unless any particular item is requested to be removed from the Consent Calendar by a Director, staff member or member of the public in attendance, there will be no separate discussion of these items. All items on the Consent Calendar will be enacted by one action approving all motions, and casting a unanimous ballot for resolutions included on the consent calendar. All items removed from the Consent Calendar shall be considered in the regular order of business.

Members of the public who wish to remove an item from the Consent Calendar shall, upon recognition by the Chair, state their name, address and designate by number the item to be removed from the Consent Calendar.

The Chair will determine if any items are to be deleted from the Consent Calendar.

**Items Continued:** Items may be continued from this meeting without further notice to a Committee or Board meeting held within five (5) days of this meeting per Government Code Section 54954.2(b)(3).

**Meeting Adjournment:** This meeting may be adjourned to a later time and items of business from this agenda may be considered at the later meeting by Order of Adjournment and Notice in accordance with Government Code Section 54955 (posted within 24 hours).

**Accommodations for the Disabled:** The Board of Directors Meeting Room is wheelchair accessible. If you require any special disability related accommodations, please contact the Orange County Sanitation District Clerk of the Board's office at (714) 593-7130 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.

**NOTICE TO DIRECTORS:** To place items on the agenda for the Regular Meeting of the Board of Directors, items shall be submitted to the Clerk of the Board no later than the close of business 14 days preceding the Board meeting. The Clerk of the Board shall include on the agenda all items submitted by Directors, the General Manager and General Counsel and all formal communications.

General Manager	James D. Ruth	(714) 593-7110	<a href="mailto:jruth@ocsd.com">jruth@ocsd.com</a>
Assistant General Manager	Bob Ghirelli	(714) 593-7400	<a href="mailto:rghirelli@ocsd.com">rghirelli@ocsd.com</a>
Clerk of the Board	Penny Kyle	(714) 593-7130	<a href="mailto:pkyle@ocsd.com">pkyle@ocsd.com</a>
Director of Engineering	Jim Herberg	(714) 593-7300	<a href="mailto:jherberg@ocsd.com">jherberg@ocsd.com</a>
Director of Fin. & Admin Services	Lorenzo Tyner	(714) 593-7550	<a href="mailto:ltyners@ocsd.com">ltyners@ocsd.com</a>
Director of Operations & Maintenance	Nick Arhontes	(714) 593-7210	<a href="mailto:narhontes@ocsd.com">narhontes@ocsd.com</a>
Director of Technical Services	Ed Torres	(714) 593-7080	<a href="mailto:etorres@ocsd.com">etorres@ocsd.com</a>
General Counsel	Brad Hogin	(714) 415-1006	<a href="mailto:bhogin@wss-law.com">bhogin@wss-law.com</a>

**BOARD OF DIRECTORS**  
**AGENDA REPORT**

Meeting Date	To Bd. of Dir. 04/28/10
Item Number	Item Number 1

Orange County Sanitation District

**FROM:** James D. Ruth, General Manager  
Originator: Lorenzo Tyner, Director of Finance and Administrative Services

**SUBJECT:** PAYMENT OF CLAIMS OF THE ORANGE COUNTY SANITATION DISTRICT

**GENERAL MANAGER'S RECOMMENDATION**

Ratify Payment of Claims of the District by Roll Call Vote.

**CONFLICT OF INTEREST NOTIFICATION**

Pursuant to Government Code Section 84308, you are required to disclose any campaign contribution greater than \$250 received in the past twelve months from any party to a contract involving the Orange County Sanitation District. Further, you may not participate in the decision making process to award a contract to such party.

For reference, you are directed to the Register of Warrants as to all current contractors/vendors with the District.

In general, you must disclose the basis of the conflict by identifying the name of the firm or individual who was the contributor.

For the specifics of Government Code Section 84308, please see your Director's Handbook or call the office of General Counsel.

**PRIOR COMMITTEE/BOARD ACTIONS**

N/A

**ADDITIONAL INFORMATION**

See attached listing.

**ATTACHMENTS**

1. Copies of Claims Paid reports from 03/01/10 - 03/15/10 and 03/16/10 - 03/31/10

**Claims Paid From 03/01/10 to 03/15/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
<b><u>Accounts Payable Warrants</u></b>			
A W Chesterton	28907	\$ 785.72	Repair & Maintenance Services and/or Supplies
ABB Instrumentation Repairs	28735	465.00	Repair & Maintenance Services and/or Supplies
Able Scale Repair	28736	870.00	Repair & Maintenance Services and/or Supplies
Able Scale Repair	28908	1,631.25	Repair & Maintenance Services and/or Supplies
Absolute Standards, Inc.	28737	391.00	Laboratory Services & Supplies
AECOM Technical Services, Inc.	28712	42,925.73	Professional Services/Engineering Design Services
AECOM USA, Inc.	28713	55,655.12	Professional Services/Engineering Design Services
AEE-SCC	28909	65.00	Professional Organization & Meeting/Training Registration
Aerotek	28910	1,837.44	Professional Services/Temporary Services
Ago IndustriesDBA So-Cal Sweeping	28911	1,740.00	Street Sweeping Services
Airgas Safety	28738	6,089.14	Safety, Security, Health Equipment, Supplies, and Services
Airgas Safety	28912	7,864.61	Safety, Security, Health Equipment, Supplies, and Services
AKM Consulting Engineers	28913	13,920.00	Professional Services/Dig Alert Associate Engineer
Alhambra Foundry Co., Ltd.	28739	3,179.85	Repair & Maintenance Services and/or Supplies
Allied Electronics, Inc.	28914	166.03	Electrical/Electronic Equipment, Parts & Repairs
Allied Packing & Rubber, Inc.	28915	126.40	Repair & Maintenance Services and/or Supplies
Amazing Tents & Events	29070	174.40	Meeting Expenses
American Reprographics Co., L.L.C.	28819	6,653.45	Printing/Reprographics Service
American Training Resources, Inc.	28916	1,868.66	Safety, Security, Health Equipment, Supplies, and Services
Ameritrol, Inc.	28917	389.37	Electrical/Electronic Equipment, Parts & Repairs
Apollo Information Systems	28740	6,253.22	Computer Applications & Services
AppleOne Employment Service	28741	7,208.70	Professional Services/Temporary Services
ARB/PERP - Air Resources Board	28742	620.00	Governmental Agency Fees & Charges
Ashbrook Simon Hartley Operations, L.P.	28918	788.67	Repair & Maintenance Services and/or Supplies
AT & T Universal Biller	28919	6,128.60	Telecommunications
Atkinson, Andelson, Loya, Rudd & Ruud	28743	129.00	Professional Services - Legal
Austin Building and Design dba The Austin Co.	28920	8,242.00	Professional Services/Engineering Design Services
Awards & Trophies Company	28921	114.19	Awards & Framing Services
AWSI	28744	919.65	Professional Services - DOT Program Administration
B & B Electronics	28922	272.64	Electrical/Electronic Equipment, Parts & Repairs
Basic Chemical Solutions, L.L.C.	133	17,488.05	Chemicals, Water/Wastewater Treatment
Bennett Bowen Lighthouse	28745	465.45	Electrical/Electronic Equipment, Parts & Repairs
Bently Nevada, L.L.C.	28923	3,000.00	Professional Organization & Meeting/Training Registration
Black & Veatch Corporation	28893	94,206.16	Professional Services/Engineering Design Services
Blair-Martin Co., Inc.	28924	6.06	Repair & Maintenance Services and/or Supplies
Blue Cross of California	28714	555,361.38	Employee Benefits
Blue Cross of California	28894	549,167.42	Employee Benefits
BNI Building News	28925	459.78	Books & Publications
Bondlogistix L.L.C.	28926	2,250.00	Professional Financial Services
Bondlogistix L.L.C.	28927	2,250.00	Professional Financial Services
Burlington Safety Laboratory of CA, Inc.	28746	386.44	Safety, Security, Health Equipment, Supplies, and Services
Bush & Associates, Inc.	28747	4,216.00	Professional Services/Surveying Services



**Claims Paid From 03/01/10 to 03/15/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Butier Engineering, Inc.	28895	92,135.32	Professional Services/Engineering Design Services
C.P.I. International	28938	116.31	Laboratory Services & Supplies
California Dept. of Child Support	28928	1,955.03	Judgments Payable
California Recreation Company	28929	2,977.49	Boat Slip Rental - Nerissa Ocean Monitoring Vessel
California Relocation Services, Inc.	28748	1,057.50	Miscellaneous Services - Moving/Relocation
CALPELRA	28749	345.00	Professional Organizations, and Meeting/Training Registration
Caltrol, Inc.	28750	7,612.84	Electrical/Electronic Equipment, Parts & Repairs
Cameron Welding Supply	28930	926.32	Repair & Maintenance Services and/or Supplies
Cavanaugh Machine Works	28751	1,604.06	Repair & Maintenance Services and/or Supplies
Cavanaugh Machine Works	28931	859.13	Repair & Maintenance Services and/or Supplies
Chris A. Cervellone	29062	125.00	Meeting/Training Expense Reimbursement
Circle, Inc.	28752	901.81	Copier Toner/Ink Supplies
Circle, Inc.	28932	65.63	Copier Toner/Ink Supplies
Citibank Escrow Account	28885	12,904.11	Construction, Retention
City Clerk's Association of California	28933	80.00	Professional Organizations Meeting/Training/Memberships
City of Huntington Beach	28795	12,782.82	Water Use
City of Huntington Beach	28934	200.00	Governmental Agency Fees & Charges
City of Tustin	28753	275.00	Professional Organizations, and Meeting/Training Registration
City of Westminster	28754	2,653.65	Water Use
Clean Harbors Environmental Services	28755	1,792.23	Grit & Screenings; Hazard Waste Disposal
Coast Rubber Stamp, Mfg.	28935	30.45	Stationery & Office Supplies
Connell Chevrolet/GEO	28756	69.14	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Consiliant Technologies	28757	13,535.00	Computers, Software/Hardware
Consumers Pipe & Supply Co.	28758	2,381.86	Repair & Maintenance Services and/or Supplies
Corporate Image Maintenance, Inc.	28896	35,995.00	Janitor & Household Service & Supplies
CORRPRO Companies, Inc.	28715	30,809.50	Professional Services/Temporary Services
Cosco Fire Protection	28936	310.00	Fire Extinguisher Maintenance
County of Orange Auditor Controller	29071	720.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29072	765.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29073	1,020.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29074	660.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29075	675.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29076	540.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29077	600.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29078	630.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29079	675.00	Governmental Agency Fees & Charges
County Wholesale Electric Co.	28937	167.35	Electrical/Electronic Equipment, Parts & Repairs
Court Order	28978	1,828.61	Judgments Payable
Court Order	28983	150.00	Judgments Payable
Court Order	28988	225.00	Judgments Payable
Court Order	29006	108.00	Judgments Payable
Court Order	29056	912.50	Judgments Payable
CS-AMSCO	28759	3,546.20	Repair & Maintenance Services and/or Supplies
CWEA	28939	3,802.00	Professional Organizations Meeting/Training/Memberships

**Claims Paid From 03/01/10 to 03/15/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
David Wheeler Pest Control, Inc.	28941	4,500.00	Pest Control Services
David's Tree Service	28940	4,925.00	Groundskeeping
DDB Engineering, Inc.	28942	5,239.82	Professional Services - Advocacy
Delta Dental	28716	67,049.44	Employee Benefits
Delta Dental	28897	66,923.40	Employee Benefits
Denboer Engineering & Construction	28905	77,940.00	Construction
Dennis Greenberger, Ph.D.	28943	875.00	Employee Medical Evaluations
Detector Technology, Inc.	28761	525.00	Electrical/Electronic Equipment, Parts & Repairs
Double D Painting	28944	8,027.00	Painting Services
Dr. Harvey Goldstone	28945	1,080.00	Safety, Security, Health Equipment, Supplies, and Services
Drake Controls - West, L.L.C.	28946	1,000.00	Electrical/Electronic Equipment, Parts & Repairs
Duro-Sense Corporation	28762	748.75	Electrical/Electronic Equipment, Parts & Repairs
Electronic Balancing Co.	28763	795.00	Repair & Maintenance Services and/or Supplies
Emerson Process Management, L.L.P.	28764	3,776.66	Computers, Software/Hardware
Employee Benefits Specialists, Inc.	28947	13,222.48	Reimbursed Prepaid Employee Medical & Dependent Care
Employment Development Dept.	28948	3,007.00	Unemployment Insurance
EMSL Analytical, Inc.	28765	880.00	Safety, Security, Health Equipment, Supplies, and Services
Enchanter, Inc.	28949	2,280.00	Vessel Services - Monitoring Vessel Nerissa
Enertech Environmental	28898	550,932.95	Biosolids Management
Environmental Resource Associates	28767	111.70	Laboratory Services & Supplies
Environmental Resource Associates	28950	1,392.70	Laboratory Services & Supplies
Environmental Resource Center	28766	1,590.00	Safety, Security, Health Equipment, Supplies, and Services
Envirosim Associates, Ltd.	28951	1,500.00	Computer Applications & Services
ESRI, Inc.	28768	2,718.75	Computer Applications & Services
Express Lens Lab	28952	1,980.32	Safety, Security, Health Equipment, Supplies, and Services
Fedex Corporation	28953	105.28	Freight Services
FEI Enterprises, Inc.	28906	28,665.00	Construction
Financial Consulting Solutions Group, Inc.	28769	6,277.50	Professional Services/CFCC Rate Study
First American Corelogic	28771	563.00	Annual Subscription-Online Product Geographic Package
Fisher Scientific	28772	706.78	Laboratory Services & Supplies
Fountain Valley Paints, Inc.	28954	43.50	Painting Services and Supplies
Franchise Tax Board	28955	1,642.42	Governmental Agency Fees & Charges
Frasco Profiles	28956	108.00	Professional Services/Human Resources
Frys Electronics	28773	601.40	Computers, Software/Hardware
Fullerton University Shopping Ctr, L.L.C.	29080	20,302.18	Reconciliation User Fee Refund Program
Ganahl Lumber Company	28774	2,292.49	Facilities, Maintenance, Services & Supplies
Garratt Callahan Company	28775	1,170.15	Chemicals, Water/Wastewater Treatment
Geomatrix Consultants, Inc.	28776	270.00	Professional Services/Geotech & Material Testing
GHD, L.L.C.	28777	4,470.00	Professional Services/Engineering Design Services
Gierlich-Mitchell, Inc.	28778	435.31	Repair & Maintenance Services and/or Supplies
Glens Alignment & Brake Service	28779	220.00	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Global Awards, Inc.	28957	37.71	Repair & Maintenance Services and/or Supplies
GMR Transcription	28958	855.30	Professional Services - Transcription
Golden State Overnight Delivery Service	28780	76.25	Courier Services

**Claims Paid From 03/01/10 to 03/15/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Golden State Overnight Delivery Service	28959	22.75	Courier Services
Golden State Water Company	28781	101.98	Water Use
Golden Sun Marketing	28782	1,574.70	Repair & Maintenance Services and/or Supplies
Golden West Window Service	28783	4,612.00	Facilities, Maintenance, Services & Supplies
Golden West Window Service	28960	4,745.00	Facilities, Maintenance, Services & Supplies
Goodwill Industries of Orange County	28961	283.50	FOG Outreach Distribution Services
Grainger, Inc.	28784	2,723.01	Repair & Maintenance Services and/or Supplies
Grainger, Inc.	28962	1,734.78	Repair & Maintenance Services and/or Supplies
Graphic Products, Inc.	28785	652.00	Miscellaneous Supplies
Grating Pacific, Inc.	28786	3,558.30	Repair & Maintenance Services and/or Supplies
Graybar Electric Company	28787	7,230.55	Electrical/Electronic Equipment, Parts & Repairs
GTE.NET, L.L.C. (Verizon Online)	29042	99.99	Telecommunications
Guarantee Records Management	28788	516.62	Professional Services - Document Storage & Shredding
Haaker Equipment Company	134	174.98	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Hach Company	28963	52.72	Laboratory Services & Supplies
Hampton Tedder Technical Services	28789	13,910.25	Electrical/Electronic Equipment, Parts & Repairs
Hardy Diagnostics	28790	1,640.98	Laboratory Services & Supplies
Harrington Industrial Plastics, Inc.	28791	201.07	Repair & Maintenance Services and/or Supplies
Harrington Industrial Plastics, Inc.	28964	67.45	Repair & Maintenance Services and/or Supplies
Helix Electric, Inc.	28729	44,002.50	Construction
Hewlett Packard Company	28792	2,129.34	Computers, Software/Hardware
Hewlett Packard Company	28965	7,375.92	Computers, Software/Hardware
Home Depot	28793	1,131.76	Miscellaneous Parts and Supplies
Home Depot	28966	53.19	Miscellaneous Parts and Supplies
Hub Auto Supply	28794	1,616.33	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Hub Auto Supply	28967	142.18	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Huynh, Hai-Thao T.	29064	115.96	Meeting/Training Expense Reimbursement
Hyatt Legal Plans, Inc.	28968	1,080.00	Voluntary Employee Benefit Program
Indiana Child Support Bureau	28970	290.00	Judgments Payable
Industrial Distribution Group	28796	45.63	Repair & Maintenance Services and/or Supplies
Industrial Threaded Products, Inc.	28797	23.04	Repair & Maintenance Services and/or Supplies
Information Handling Services	28969	78.60	Computer Applications & Services
Insight Public Sector, Inc.	28798	16,894.86	Computers, Software/Hardware
Internal Revenue Service	28971	125.00	Judgments Payable
International Risk Management Inst.	28972	281.67	Books and Publications
Interstate Batteries of Cal Coast	28799	254.37	Repair & Maintenance Services and/or Supplies
Intl. Union of Oper. Eng. AFL CIO Local 501	28973	4,815.37	Dues Deductions
IPMC c/o Parsons	28717	1,140,311.00	Professional Services/Temporary Services
J F Shea Construction, Inc.	28730	300,878.82	Construction
Jamison Engineering Contractors, Inc.	28800	9,061.87	Professional Services/Engineering Design Services
Jamison Engineering Contractors, Inc.	28975	15,598.00	Professional Services/Engineering Design Services
Jays Catering	28801	394.97	Catering Services
JCI Jones Chemicals, Inc.	127	86,465.33	Chemicals, Water/Wastewater Treatment
JCI Jones Chemicals, Inc.	130	105,592.41	Chemicals, Water/Wastewater Treatment

**Claims Paid From 03/01/10 to 03/15/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Jeanie M. Fields	29063	250.00	Meeting/Training Expense Reimbursement
JG Tucker And Son, Inc.	28974	1,231.00	Safety, Security, Health Equipment, Supplies, and Services
John Deere Landscapes, Inc.	28802	95.00	Repair & Maintenance Services and/or Supplies
John L. Hunter & Associates, Inc.	28976	1,900.00	Professional Services/FOG Inspections
Johnstone Supply	28803	762.69	Repair & Maintenance Services and/or Supplies
Josephson Institute of Ethics	28977	1,250.00	Professional Organizations Meeting/Training/Memberships
Kaiser Foundation Health Plan	28718	92,236.27	Employee Benefits
Kaiser Foundation Health Plan	28899	98,532.51	Employee Benefits
Kanawha Insurance Company	28979	1,918.31	Voluntary Benefits - SSTD Insurance
Kemira Water Solutions	128	105,604.46	Chemicals, Water/Wastewater Treatment
Kemira Water Solutions	131	122,447.89	Chemicals, Water/Wastewater Treatment
Kindred Healthcare, Inc.	29081	9,201.21	Reconciliation User Fee Refund Program
Koll Commerce Center	29082	18,707.61	Reconciliation User Fee Refund Program
Kroy, L.L.C.	28804	333.30	Laboratory Services & Supplies
L&N Image Apparel	28806	391.30	Safety, Security, Health Equipment, Supplies, and Services
L. Johnson Painting	28805	4,250.00	Painting Services and Supplies
L. Johnson Painting	28980	6,335.00	Painting Services and Supplies
Labware, Inc.	28981	13,894.38	Repair & Maintenance Services and/or Supplies
Larkin, Michael D.	29065	211.80	Meeting/Training Expense Reimbursement
League of California Cities	28807	53.30	Books & Publications
Lee & Ro, Inc.	28719	48,594.27	Professional Services/Engineering Design Services
Liberty Mutual Claims	28720	75,322.42	Insurance
Liebert Cassidy	28982	1,826.00	Professional Services/Employee Relations
Losurdo, Linda	29066	180.70	Meeting/Training Expense Reimbursement
Mainline Information Systems	28984	22,417.77	Computer Applications & Services
Malcolm Pirnie, Inc.	28721	40,089.68	Professional Services/Engineering Design Services
Malcolm Pirnie, Inc.	28900	81,489.92	Professional Services/Engineering Design Services
Marcin, Clarice M.	29067	490.30	Meeting/Training Expense Reimbursement
Marian M. Alter	28887	147.45	Meeting/Training Expense Reimbursement
Matt Chlor, Inc.	28985	3,982.30	Repair & Maintenance Services and/or Supplies
Maxim Security Systems	28809	5,799.42	Safety, Security, Health Equipment, Supplies, and Services
McJunkin Red Man Corporation	28810	57.25	Repair & Maintenance Services and/or Supplies
McKenna Engineering & Equipment Co., Inc.	28811	4,996.37	Repair & Maintenance Services and/or Supplies
McMaster-Carr Supply Co.	28812	2,348.47	Repair & Maintenance Services and/or Supplies
McMaster-Carr Supply Co.	28986	3,460.34	Repair & Maintenance Services and/or Supplies
Mesa Muffler	28813	97.62	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Michael Bolster	29060	160.00	Meeting/Training Expense Reimbursement
Mid West Associates	28814	20,348.74	Repair & Maintenance Services and/or Supplies
Mine Safety Appliance	28987	715.04	Electrical/Electronic Equipment, Parts & Repairs
National Bond & Trust	28989	1,990.59	U.S. Savings Bonds Payroll Deductions
National Human Resource Assoc.	28815	70.00	Professional Organizations Meeting/Training/Membership
Neal Supply Co.	28816	1,358.22	Repair & Maintenance Services and/or Supplies
Neutron Products, Inc.	28990	6,081.31	Chemicals, Water/Wastewater Treatment
Newark Electronics	28991	682.09	Electrical/Electronic Equipment, Parts & Repairs

**Claims Paid From 03/01/10 to 03/15/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Nicholas J. Arhontes	29058	1,549.46	Meeting/Training Expense Reimbursement
Nickell Metal Spray	28992	650.00	Repair & Maintenance Services and/or Supplies
Norco Delivery	28817	453.56	Delivery Services
O C Tanner Recognition Company	28818	2,730.13	Service Awards
O C Tanner Recognition Company	28993	8,507.53	Service Awards
OCEA	28994	662.50	Dues Deductible
Olin Corporation	28995	7,722.55	Chemicals, Water/Wastewater Treatment
OneSource Distributors, Inc.	28820	1,003.89	Electrical/Electronic Equipment, Parts & Repairs
OneSource Distributors, Inc.	28996	2,837.67	Electrical/Electronic Equipment, Parts & Repairs
Oracle Corporation	28821	3,310.71	Computer Applications & Services
Orange County Sanitation District	28892	1,335.98	Petty Cash Expense
Orange County Sanitation District	29083	1,240.44	Petty Cash Expense
Orange County United Way	28997	40.00	Employee Contributions
Orange Fluid System Technologies, Inc.	28842	272.22	Repair & Maintenance Services and/or Supplies
Organizational Synergies	28822	4,900.00	Professional Organizations Meeting/Training/Membership
Oxygen Service Company	28823	614.54	Laboratory Services & Supplies
Oxygen Service Company	28998	1,326.51	Laboratory Services & Supplies
Pacific Building Specialties	28824	293.31	Facilities, Maintenance, Services & Supplies
Pacific Investment Management	28722	124,157.22	Professional Financial Services
Pacific Mechanical Supply	28825	1,709.56	Repair & Maintenance Services and/or Supplies
Parker Supply Company	28826	854.78	Miscellaneous Parts and Supplies
PBS & J	28901	36,744.96	Professional Services/Engineering Design Services
Peace Officers Council of CA	28999	2,357.50	Dues Deductions, Supervisors & Professionals
Polydyne, Inc.	129	21,024.05	Chemicals, Water/Wastewater Treatment
Polydyne, Inc.	132	27,893.46	Chemicals, Water/Wastewater Treatment
Postmaster	29000	1,000.00	Postage
Praxair Distribution, Inc.	29001	78.79	Laboratory Services & Supplies
Primary Source Office Furnishings, Inc.	28827	1,458.34	Minor Equipment/Furniture & Fixtures
Process Equipment Company	28828	1,834.69	Repair & Maintenance Services and/or Supplies
Project Management Institute	28829	154.00	Professional Organizations Meeting/Training/Membership
Projectline Technical Services, Inc.	28830	14,640.00	Professional Services/Engineering Services
Prudential Insurance Company of America	28723	41,667.32	Benefits
Prudential Overall Supply	28831	1,442.99	Uniforms
Prudential Overall Supply	29002	1,855.45	Uniforms
Public Resources Advisory Group	29003	327.32	Professional Services/Engineering Design Services
Pump Engineering	28832	65.98	Repair & Maintenance Services and/or Supplies
Pumping Solutions, Inc.	29004	5,539.65	Repair & Maintenance Services and/or Supplies
Putzmeister America, Inc.	28902	25,240.24	Repair & Maintenance Services and/or Supplies
Quickstart Intelligence	29005	4,225.00	Professional Organizations Meeting/Training/Memberships
R L Abbott & Associates	28833	1,000.00	Professional Services/Advocacy Efforts
Rainin Instrument, L.L.C.	28835	2,003.16	Laboratory Services & Supplies
Rainin Instrument, L.L.C.	29007	190.31	Laboratory Services & Supplies
RBF Consulting	28836	12,281.31	Professional Services/Engineering Design Services
Reliastar	29008	10,056.52	Voluntary Employee Life & Cancer Insurance

**Claims Paid From 03/01/10 to 03/15/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Restek Corp.	28837	1,218.04	Laboratory Services & Supplies
Restek Corp.	29009	445.73	Laboratory Services & Supplies
Retrofit Parts & Components, Inc.	28838	876.59	Repair & Maintenance Services and/or Supplies
RF MacDonald Co.	28834	1,230.48	Electrical/Electronic Equipment, Parts & Repairs
Richard A. Castillon	29061	952.70	Meeting/Training Expense Reimbursement
Richard L. Spencer	28891	126.10	Meeting/Training Expense Reimbursement
RMC Project Management, Inc.	29010	399.00	Professional Organizations Meeting/Training/Memberships
RMS Engineering & Design, Inc.	28903	30,408.75	Professional Services/Engineering Design Services
Robert P. Ghirelli	28888	761.00	Meeting/Training Expense Reimbursement
Roberto's Auto Trim Shop	28839	1,278.81	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Rockhurst College Continuing Education	29011	249.00	Professional Organizations Meeting/Training/Membership
Royale Cleaners	28840	56.40	Miscellaneous Services
Royale Cleaners	29012	125.20	Miscellaneous Services
Ryan Herco Products Corp.	29013	1,911.83	Repair & Maintenance Services and/or Supplies
S & L International, Inc.	29014	13,676.40	Computers, Software/Hardware
S. S. Mechanical Corporation	28732	116,137.00	Construction
Sachs Electric Company	28733	947,753.94	Professional Services/Central Generation Automation
Safety Environmental Consulting	28841	4,000.00	Safety, Security, Health Equipment, Supplies, and Services
Safety Environmental Consulting	29015	7,500.00	Safety, Security, Health Equipment, Supplies, and Services
San Diego/Orange Fluid System Technologies, Inc.	29016	33.83	Repair & Maintenance Services and/or Supplies
Schwing Bioset	28843	434.29	Repair & Maintenance Services and/or Supplies
Sea Bird Electronics, Inc.	28844	426.25	Laboratory Services & Supplies
Shamrock Supply Co., Inc.	28845	1,315.42	Repair & Maintenance Services and/or Supplies
Shamrock Supply Co., Inc.	29017	1,060.90	Repair & Maintenance Services and/or Supplies
Shepard Brothers, Inc.	29018	12,306.66	Chemicals, Water/Wastewater Treatment
Shimmick Construction Co., Inc.	28734	513,012.20	Construction
Shimmick Construction Co., Inc.	29085	3,621.75	Construction
Shureluck Sales & Engineering	28846	1,283.25	Repair & Maintenance Services and/or Supplies
Shureluck Sales & Engineering	29019	1,844.17	Repair & Maintenance Services and/or Supplies
Siemens c/o Jensen Instrument Co.	28847	2,329.92	Electrical/Electronic Equipment, Parts & Repairs
Sigma-Aldrich, Inc.	29020	4,536.97	Laboratory Services & Supplies
Smith, Deneb	29068	423.03	Meeting/Training Expense Reimbursement
Smith-Emery Company	29021	2,768.50	Professional Services/Geotech & Material Testing
So. Cal Gas Company	29022	9,278.30	Utilities
South Coast Air Quality Management Dist.	28848	1,433.50	Governmental Agency Fees & Charges
Southern California Edison	28724	65,437.70	Utilities
Southern Counties Lubricants	28849	2,195.25	Fuel and Lubricants
Southern Counties Lubricants	29023	6,028.50	Fuel and Lubricants
Southland Envelope Company, Inc.	28850	733.84	Office Supplies
Specialized Equipment Systems	29024	1,961.76	Repair & Maintenance Services and/or Supplies
St. Croix Sensory, Inc.	28851	990.00	Outside Laboratory Services
Staples	28852	23.64	Office Supplies
State Supply Co.	29025	542.60	Repair & Maintenance Services and/or Supplies
Stephen Patrick Myers	29032	310.00	Miscellaneous Pool Services

**Claims Paid From 03/01/10 to 03/15/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Summit Steel	28853	3,158.27	Repair & Maintenance Services and/or Supplies
Sunset Ford	28854	311.20	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Sunset Industrial Parts	28855	2,549.10	Repair & Maintenance Services and/or Supplies
Sunset Industrial Parts	29026	142.68	Repair & Maintenance Services and/or Supplies
Sylvia Samuelson & Marcia Salway	29084	78.63	User Fee Refund Regarding Septic Tanks
Synagro West, Inc.	28725	552,463.28	Biosolids Management
T & C Industrial Controls, Inc.	28856	1,119.58	Computer Hardware & Software
TekSystems	29027	4,596.13	Professional Services/Temporary Services
TestAmerica Ontario	28857	588.00	Laboratory Services & Supplies
The Fire X-Tinguisher Service Co.	28770	1,086.41	Safety, Security, Health Equipment, Supplies, and Services
The Jones Company	29028	533.78	Repair & Maintenance Services and/or Supplies
The Mathworks, Inc.	28808	535.45	Computer Applications & Services
The Standard Insurance Company	29029	2,592.67	Disability Insurance
The Training Clinic	28860	3,336.30	Professional Organizations Meeting/Training/Membership
The Wackenhut Corporation	28727	28,312.29	Safety, Security, Health Equipment, Supplies, and Services
The Wackenhut Corporation	29048	958.40	Safety, Security, Health Equipment, Supplies, and Services
Theodore M. Mauter	28889	190.00	Meeting/Training Expense Reimbursement
Thompson Industrial Supply, Inc.	28858	8,516.34	Repair & Maintenance Services and/or Supplies
Thompson Industrial Supply, Inc.	29030	99.20	Repair & Maintenance Services and/or Supplies
Time Warner Communications	28859	51.98	Telecommunications
T-Mobile	29031	108.26	Telecommunications
Tom B. Meregillano	28890	607.80	Meeting/Training Expense Reimbursement
Transcat	28861	218.49	Repair & Maintenance Services and/or Supplies
Transcat	29033	4,429.53	Repair & Maintenance Services and/or Supplies
Tremco Incorporated	28862	3,585.11	Repair & Maintenance Services and/or Supplies
Trico Corporation	28863	1,952.16	Repair & Maintenance Services and/or Supplies
Tropical Plaza Nursery, Inc.	29034	12,497.50	Landscape Maintenance Services
Truck & Auto Supply, Inc.	28864	1,224.23	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Truck & Auto Supply, Inc.	29035	410.22	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Tuff Skin	28865	375.00	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Tule Ranch/Magan Farms	28726	88,400.40	Biosolids Management
Tule Ranch/Magan Farms	29036	11,436.88	Biosolids Management
Ultra Scientific	28866	1,333.35	Laboratory Services & Supplies
Union Bank of California	28886	3,039.18	Construction, Retention
United Parcel Service	28867	75.80	Freight Services
United Parcel Service	29037	80.82	Freight Services
United States Postal Service	29038	5,000.00	Postage
URS Corporation	29039	4,610.00	Professional Services/Air Quality Audit
US Airconditioning Distributors, Inc.	28868	252.30	Electrical Parts & Supplies
US Equipment Co., Inc.	28869	186.49	Repair & Maintenance Services and/or Supplies
US Equipment Co., Inc.	29040	2,113.84	Repair & Maintenance Services and/or Supplies
US Peroxide, L.L.C.	28904	395,700.66	Chemicals, Water/Wastewater Treatment
USA Mobility Wireless, Inc.	28870	331.93	Telecommunications
Valin Corporation	28871	470.59	Repair & Maintenance Services and/or Supplies

**Claims Paid From 03/01/10 to 03/15/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Verizon California	28872	819.17	Telecommunications
Verizon California	29041	1,678.28	Telecommunications
Verizon Wireless	28873	720.16	Telecommunications
Verne's Plumbing	29043	210.00	Plumbing Services & Supplies
Villa Prep & Paint	29044	9,800.00	Painting Services and Supplies
Village Nurseries	28874	36.69	Repair & Maintenance Services and/or Supplies
Vision Service Plan CA	29045	9,651.30	Employee Benefits
Voided Check	28731	-	-
Voided Check	28760	-	-
Vortex Corp.	28875	577.88	Repair & Maintenance Services and/or Supplies
Vortex Corp.	29046	5,081.35	Repair & Maintenance Services and/or Supplies
VPPPA	28876	750.00	Professional Organizations Meeting/Training/Membership
VWR Scientific Products	28877	1,127.05	Laboratory Services & Supplies
VWR Scientific Products	29047	815.70	Laboratory Services & Supplies
Waldron, Kathy L.	29069	103.94	Meeting/Training Expense Reimbursement
Water Environment Federation	28878	354.00	Professional Organizations Meeting/Training/Memberships
Water Environment Federation	29049	217.00	Professional Organizations Meeting/Training/Memberships
Waxie Sanitary Supply	28879	1,325.10	Janitor & Household Service & Supplies
Waxie Sanitary Supply	29050	266.11	Janitor & Household Service & Supplies
Wedeco, Inc.	29051	2,023.23	Repair & Maintenance Services and/or Supplies
Wesley G. Bauer, II	29059	1,698.76	Meeting/Training Expense Reimbursement
West Coast Safety Supply Co.	29052	849.70	Safety, Security, Health Equipment, Supplies, and Services
West Lite Supply Company, Inc.	29053	383.66	Electrical/Electronic Equipment, Parts & Repairs
Westport Apparatus dba Breaker Supply	28880	313.85	Electrical/Electronic Equipment, Parts & Repairs
Westport Apparatus dba Breaker Supply	29054	27.31	Electrical/Electronic Equipment, Parts & Repairs
Wilshire State Bank for FEI Interprises, Inc.	29057	3,185.00	Construction, Retention
Wilson Supply, Inc.	28881	41.29	Repair & Maintenance Services and/or Supplies
Woodruff Spradlin & Smart	28728	123,544.64	Professional Services - Legal
WorldatWork	28882	1,125.00	Professional Organization & Meeting/Training Registration
Xerox Corporation	28883	19,611.72	Computers, Software/Hardware & Managed Services
Xyon Business Solutions, Inc.	29055	2,251.25	Professional Services/Temporary Services
Yale/Chase Materials Handling, Inc.	28884	2,158.14	Electrical/Electronic Equipment, & Electric Cart Parts & Repairs
<b>Total Accounts Payable - Warrants</b>		<b>\$ 8,608,193.04</b>	
<b><u>Payroll Disbursements</u></b>			
Employee Paychecks	44215 - 44245	\$ 5,238.00	Interim Payroll - ARBA (03/01/10)*
Employee Paychecks	44254 - 44317	107,909.57	Biweekly Payroll (03/10/10)
Employee Paychecks	44318 - 44320	1,405.68	Interim Payroll - Adj. to Payroll, IDEA (03/10/10)
Employee Paychecks	44321 - 44323	2,197.29	Interim Payroll - Retirement/Voided & Deposited to 457 Acct. Per HR (03/11/10-03/12/10)
Direct Deposit Statements	184744 - 184848	16,564.00	Interim Payroll - ARBA (03/01/10)
Direct Deposit Statements	184849 - 185432	1,427,922.19	Biweekly Payroll (03/10/10)
<b>Total Payroll Disbursements</b>		<b>\$ 1,561,236.73</b>	

\*Checks 44215-44245 were printed out of order for 03/01/10 pay date.



**Claims Paid From 03/01/10 to 03/15/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
<b><u>Wire Transfer Payments</u></b>			
OCSD Payroll Taxes & Contributions		\$ 833,120.61	Biweekly Payroll (03/10/10)
Intercare Holdings Insurance Svcs., Inc.		25,015.15	Workers' Compensation Service (03/09/10)
Kiewit Finance Group		<u>2,151,047.00</u>	Construction Progress Payment Re Job P1-102 (03/04/10)
<b>Total Wire Transfer Payments</b>		<b><u>\$ 3,009,182.76</u></b>	
<b>Total Claims Paid 03/01/10 - 03/15/10</b>		<b><u>\$ 13,178,612.53</u></b>	

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
<b><u>Accounts Payable Warrants</u></b>			
A W Chesterton	29106	\$ 2,557.96	Repair & Maintenance Services and/or Supplies
A W Chesterton	29469	2,493.37	Repair & Maintenance Services and/or Supplies
Able Scale Repair	29470	4,893.75	Repair & Maintenance Services and/or Supplies
Absolute Standards, Inc.	29471	235.00	Laboratory Services & Supplies
Acoustical Material Services	29472	207.84	Facilities, Maintenance, Services & Supplies
Adamson Industries	29473	750.84	Safety, Security, Health Equipment, Supplies, and Services
Advanced Cooling Technologies	29474	540.00	Repair & Maintenance Services and/or Supplies
AECOM Technical Services, Inc.	29450	52,649.57	Professional Services/Engineering Design Services
Aero Compressor, Inc.	29107	181.02	Mechanical Parts & Supplies
Aerotek	29306	4,830.48	Professional Services/Temporary Services
Agilent Technologies, Inc.	29475	501.47	Laboratory Services & Supplies
Air Liquid America Specialty Gases	29307	38.07	Laboratory Services & Supplies
Air Products & Chemicals, Inc.	29289	27,166.23	Chemicals, Water/Wastewater Treatment
Air Products & Chemicals, Inc.	29451	100,000.00	Chemicals, Water/Wastewater Treatment
Airgas Safety	29108	14,944.71	Safety, Security, Health Equipment, Supplies, and Services
Airgas Safety	29308	1,914.59	Safety, Security, Health Equipment, Supplies, and Services
Airgas Safety	29476	1,777.13	Safety, Security, Health Equipment, Supplies, and Services
Airgas West	29309	1,771.50	Laboratory Services & Supplies
AKM Consulting Engineers	29477	12,789.00	Professional Services/Dig Alert Associate Engineer
Alan Plummer Associates	29478	19,350.00	Professional Services/Engineering Design Services
All American Asphalt	29479	24,237.00	Repair & Maintenance Services and/or Supplies
Allied Packing & Rubber, Inc.	29109	111.60	Repair & Maintenance Services and/or Supplies
Allied Packing & Rubber, Inc.	29480	68.90	Repair & Maintenance Services and/or Supplies
Alta-Robbins, Inc.	29110	1,115.30	Electrical/Electronic Equipment, Parts & Repairs
American Express	29086	41,989.81	Purchasing Card Program for Miscellaneous Parts and Supplies
American Seal & Packing	29111	904.59	Repair & Maintenance Services and/or Supplies
American Society of Civil Engineers	29112	299.00	Professional Organizations Meeting/Training/Memberships
Amtech Elevator Services	29113	1,400.00	Miscellaneous Services
AppleOne Employment Service	29310	1,715.36	Professional Services/Temporary Services
Applied Industrial Technology	29114	953.68	Repair & Maintenance Services and/or Supplies
Applied Industrial Technology	29482	381.14	Repair & Maintenance Services and/or Supplies
Archie Ivy, Inc.	29115	4,450.00	Facilities, Maintenance, Services & Supplies
ARS Enterprises, Inc.	29483	745.00	Laboratory Services & Supplies
AT & T	29305	216.58	Telecommunications
AT & T Long Distance.	29312	53.78	Telecommunications
AT & T Mobility II, L.L.C.	29116	416.73	Telecommunications
AT & T Mobility II, L.L.C.	29313	8,407.31	Telecommunications
AT & T Universal Biller	29311	919.70	Telecommunications
Atlas Underground, Inc.	29117	14,600.00	Repair & Maintenance Services and/or Supplies
Austin Building and Design dba The Austin Compan	29484	7,449.09	Professional Services/Engineering Design Services
Auto Shop Equipment Co., Inc.	29314	7,436.28	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Awards & Trophies Company	29485	45.68	Awards and Framing Services

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
AWSI	29486	229.00	Professional Services - DOT Program Administration
AWWA	29315	198.00	Professional Organizations Meeting/Training/Membership
Basic Chemical Solutions, L.L.C.	146	13,985.49	Chemicals, Water/Wastewater Treatment
Battery Specialties	29316	515.48	Batteries, Various
Bell Pipe & Supply Co.	29118	245.61	Repair & Maintenance Services and/or Supplies
Berendsen Fluid Power	29317	77.70	Electrical/Electronic Equipment, Parts & Repairs
Black & Veatch Corporation	29290	69,682.91	Professional Services/Engineering Design Services
Blair-Martin Co., Inc.	29119	5,681.48	Repair & Maintenance Services and/or Supplies
Blue Diamond Car Wash, Inc.	29318	561.99	Facilities, Maintenance, Services & Supplies
Bondlogistix L.L.C.	29487	1,000.00	Repair & Maintenance Services and/or Supplies
BP Energy Company	29319	22,039.28	Natural Gas
Bravura Consultants, Inc.	29120	1,317.50	Professional Services/SOP Support
Brayan E. Blair	29277	115.00	Meeting/Training Expense Reimbursement
Bret Colson	29280	177.26	Meeting/Training Expense Reimbursement
Brown & Caldwell	29291	148,196.07	Professional Services/Engineering Design Services
Calif. Assn. of Workplace Investigators, Inc.	29121	150.00	Professional Organizations Meeting/Training/Memberships
California Dept. of Child Support	29320	1,919.51	Judgments Payable
California Recreation Company	29490	2,962.97	Boat Slip Rental - Nerissa Ocean Monitoring Vessel
California Relocation Services, Inc.	29321	315.00	Miscellaneous Services - Moving/Relocation
Caltrol, Inc.	29122	530.37	Electrical/Electronic Equipment, Parts & Repairs
Cameron Compression Systems	29491	560.87	Repair & Maintenance Services and/or Supplies
Cameron Welding Supply	29492	387.26	Repair & Maintenance Services and/or Supplies
Carollo Engineers	29087	100,665.39	Professional Services/Engineering Design Services
CASA	29493	870.00	Professional Organizations Meeting/Training/Membership Dues
Certified Truck Bodies	29123	10,920.53	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Circle, Inc.	29322	1,772.83	Copier Toner/Ink Supplies
Citibank Escrow Account #203514435	29616	6,021.00	Construction, Retention
City National Bank	29098	79,485.07	Construction, Retention
City of Anaheim, Planning Dept.	29444	4,142.00	Reconciliation User Fee Refund Program
City of Fountain Valley	29124	1,050.00	Governmental Agency Fees & Charges
City of Fountain Valley	29292	37,392.18	Water Use
City of Fullerton	29512	39.68	Water Use
City of Huntington Beach	29352	10.72	Water Use
City of Huntington Beach	29526	12,401.88	Water Use
City of Orange	29488	9,766.44	Reimbursement for Payment Made to OCS D In Error
City of Seal Beach	29405	194.25	Water Use
CMAA	29323	1,010.00	Professional Organizations Meeting/Training/Memberships
CMSI Corporate Mentoring Solutions, Inc.	29125	117.65	Professional Organizations Meeting/Training/Memberships
Cole-Parmer Instrument Co.	29324	74.52	Laboratory Services & Supplies
Compressor Components of California	29325	2,090.00	Repair & Maintenance Services and/or Supplies
Compsych Corporation	29494	2,803.32	Employee Benefits
Connell Chevrolet\GEO	29326	173.96	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Consolidated Electrical Dist., Inc.	29126	40.77	Electrical/Electronic Equipment, Parts & Repairs

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Consumers Pipe & Supply Co.	29127	4,982.97	Repair & Maintenance Services and/or Supplies
CORRPRO Companies, Inc.	29293	33,348.00	Professional Services/Temporary Services
Cortech Engineering	29088	105,087.26	Repair & Maintenance Services and/or Supplies
Cosco Fire Protection	29495	2,625.00	Fire Extinguisher Maintenance
Counterpart Enterprises, Inc.	29128	3,427.11	Repair & Maintenance Services and/or Supplies
County of Orange Auditor Controller	29129	86.50	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29327	70.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29328	66.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29445	945.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29446	945.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	29623	630.00	Governmental Agency Fees & Charges
County of Ventura (Contract Host)	29329	19,951.00	Computer Applications & Services
County Wholesale Electric Co.	29130	2,111.28	Electrical/Electronic Equipment, Parts & Repairs
Court Order	29362	1,828.61	Judgments Payable
Court Order	29364	150.00	Judgments Payable
Court Order	29370	225.00	Judgments Payable
Court Order	29393	108.00	Judgments Payable
Court Order	29431	912.50	Judgments Payable
CR&R, Inc.	29131	945.00	Waste Disposal
CR&R, Inc.	29330	315.00	Waste Disposal
Cristina J. Stanford	29442	829.33	Employee Computer Loan Program
CS-AMSCO	29331	21,309.95	Repair & Maintenance Services and/or Supplies
Culligan of Orange County	29132	53.70	Miscellaneous Services
CWEA	29133	1,356.00	Professional Organizations Meeting/Training/Memberships
CWEA	29287	90.00	Professional Organizations Meeting/Training/Memberships
CWEA	29496	396.00	Professional Organizations Meeting/Training/Memberships
Dale O. Henderson	29621	1,131.34	Meeting/Training Expense Reimbursement
David R. Heinz	29282	139.13	Meeting/Training Expense Reimbursement
David Wheeler Pest Control, Inc.	29136	1,320.00	Pest Control Services
David's Tree Service	29135	8,985.00	Groundskeeping
Davis Calibration	29137	121.26	Electrical/Electronic Equipment, Parts & Repairs
Dawn Food Products	29134	11,369.13	Reconciliation User Fee Refund Program
Deborah Hartson	29624	746.52	Reconciliation User Fee Refund Program
Deirdre E. Bingman	29434	392.00	Meeting/Training Expense Reimbursement
Desert Pumps & Parts, Inc.	29138	11,775.96	Repair & Maintenance Services and/or Supplies
Desert Pumps & Parts, Inc.	29498	45.84	Repair & Maintenance Services and/or Supplies
Dindo A. Carrillo	29278	480.00	Meeting/Training Expense Reimbursement
DLT Solutions, Inc.	29499	5,748.14	Computer Applications & Services
DLT&V Systems Engineering, Inc.	29332	572.78	Professional Services/Engineering Design Services
Double D Painting	29333	9,045.00	Painting Services
Douglass S. Davert	29497	1,224.92	Meeting/Training Expense Reimbursement
Dr. Harvey Goldstone	29500	180.00	Safety, Security, Health Equipment, Supplies, and Services
Dudek & Associates, Inc.	29139	12,220.84	Professional Services/Engineering Design Services

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Dunn-Edwards Corporation	29140	323.32	Painting Services and Supplies
Dunn-Edwards Corporation	29501	161.65	Painting Services and Supplies
Dwyer Instruments, Inc.	29502	994.50	Electrical/Electronic Equipment, Parts & Repairs
E. Sam Jones Distributors, Inc.	29503	221.00	Electrical/Electronic Equipment, Parts & Repairs
Eagle Protection of California	29142	275.00	Safety, Security, Health Equipment, Supplies, and Services
Electronic Balancing Co.	29143	360.00	Repair & Maintenance Services and/or Supplies
Employee Benefits Specialists, Inc.	29334	13,222.48	Reimbursed Prepaid Employee Medical & Dependent Care
Enchanter, Inc.	29504	1,140.00	Vessel Services - Monitoring Vessel Nerissa
Enecon USA, Inc.	29505	2,220.00	Repair & Maintenance Services and/or Supplies
Enertech Environmental	29452	502,483.86	Biosolids Management
ENS Resources, Inc.	29144	7,500.00	Professional Services - Federal Advocacy
Environmental & Occupational Risk Mgmt.	29145	8,162.00	Safety, Security, Health Equipment, Supplies, and Services
ESRI, Inc.	29506	21,621.57	Computer Applications & Services
Ewing Irrigation	29335	164.56	Irrigation Repair & Maintenance Services and/or Supplies
Expedia Media, L.L.C.	29141	2,447.86	Reconciliation User Fee Refund Program
Express Lens Lab	29336	2,441.16	Safety, Security, Health Equipment, Supplies, and Services
F. H. Pumps	29146	687.49	Pump Supplies
Farwest Corrosion Control Co.	29507	451.53	Instrument Parts & Supplies
Fedex Corporation	29148	25.53	Freight Services
Fedex Corporation	29337	26.79	Freight Services
First American Corelogic	29149	854.17	Computer Applications & Services
Fisher Scientific	29150	3,946.12	Laboratory Services & Supplies
Fisher Scientific	29338	2,761.72	Laboratory Services & Supplies
Fisher Scientific	29509	5,606.85	Laboratory Services & Supplies
Fleetmatics USA, Inc.	29151	152.08	Professional Services - Human Resources
Flo Systems, Inc.	29339	305.26	Repair & Maintenance Services and/or Supplies
Forkert Engineering & Surveying, Inc.	29152	2,980.00	Professional Services - Surveying
Franchise Tax Board	29340	1,642.41	Governmental Agency Fees & Charges
Franklin Covey	29510	281.52	Office Supplies
Frozun Foods, Inc.	29147	15,577.42	Reconciliation User Fee Refund Program
Frys Electronics	29153	462.09	Computers, Software/Hardware
Frys Electronics	29511	1,079.63	Computers, Software/Hardware
Fuller Truck Accessories	29341	687.35	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Gail A. Poltorak	29625	885.40	Reconciliation User Fee Refund Program
Galco Industrial Electronics	29342	641.00	Electrical/Electronic Equipment, Parts & Repairs
Gamma Builders, Inc.	29154	16,299.00	Repair & Maintenance Services and/or Supplies
Garland Associates, Inc.	29513	4,000.00	Professional Services - Parking Lot Study
Garratt Callahan Company	29155	3,709.79	Chemicals, Water/Wastewater Treatment
Gates Fiberglass Installers	29156	7,386.25	Repair & Maintenance Services and/or Supplies
Geomatrix Consultants, Inc.	29294	27,165.50	Professional Services/Geotech & Material Testing
George Yardley Co.	29343	279.27	Repair & Maintenance Services and/or Supplies
Gierlich-Mitchell, Inc.	29158	376.93	Repair & Maintenance Services and/or Supplies
Gierlich-Mitchell, Inc.	29514	7,132.84	Repair & Maintenance Services and/or Supplies

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Glenn's Alignment & Brake Service	29344	110.00	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Golden State Overnight Delivery Service	29345	179.27	Courier Services
Golden State Overnight Delivery Service	29515	80.66	Courier Services
Golden Sun Marketing	29516	337.67	Repair & Maintenance Services and/or Supplies
Golden West Window Service	29159	5,482.00	Facilities, Maintenance, Services & Supplies
Golden West Window Service	29346	4,645.00	Facilities, Maintenance, Services & Supplies
Golden West Window Service	29517	1,660.00	Facilities, Maintenance, Services & Supplies
Grainger, Inc.	29160	2,656.62	Repair & Maintenance Services and/or Supplies
Grainger, Inc.	29347	324.41	Electrical/Electronic Equipment, Parts & Repairs
Grainger, Inc.	29518	1,928.53	Repair & Maintenance Services and/or Supplies
Graybar Electric Company	29161	395.02	Electrical/Electronic Equipment, Parts & Repairs
Graybar Electric Company	29348	47.90	Electrical/Electronic Equipment, Parts & Repairs
Graybar Electric Company	29519	395.80	Electrical/Electronic Equipment, Parts & Repairs
Great Western Sanitary Supplies	29520	602.66	Janitor & Household Service & Supplies
GT Hall Company	29157	773.88	Mechanical Parts & Supplies
Guarantee Records Management	29162	455.91	Professional Services - Document Storage & Shredding
Hach c/o Ponton Industries	29521	754.48	Laboratory Services & Supplies
Hach Company	29163	154.11	Laboratory Services & Supplies
Hach Company	29522	14,984.36	Laboratory Services & Supplies
Hampton Tedder Technical Services	29349	701.50	Professional Services/Electrical Acceptance Testing - Various
Harrington Industrial Plastics, Inc.	29164	1,534.05	Repair & Maintenance Services and/or Supplies
Harrington Industrial Plastics, Inc.	29350	200.30	Repair & Maintenance Services and/or Supplies
Harrington Industrial Plastics, Inc.	29523	234.19	Repair & Maintenance Services and/or Supplies
Hasler, Inc.	29165	94.61	Postage Meter Rental
HDR Engineering, Inc.	29089	41,567.22	Professional Services/Engineering Design Services
HDR Engineering, Inc.	29295	185,287.21	Professional Services/Engineering Design Services
Helix Electric, Inc.	29464	102,111.90	Construction
Hi Standard Automotive, L.L.C.	29524	641.45	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Hill Brothers	139	121,636.62	Chemicals, Water/Wastewater Treatment
Hills Boat Service, Inc.	29525	814.77	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Hills Brothers Lock & Safe	29166	170.66	Facilities, Maintenance, Services & Supplies
Home Depot	29167	1,346.08	Miscellaneous Parts and Supplies
Home Depot	29351	542.52	Miscellaneous Parts and Supplies
Hyatt Legal Plans, Inc.	29527	1,062.00	Voluntary Employee Benefit Program
Hydrotex	29353	1,530.63	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Indiana Child Support Bureau	29354	290.00	Judgments Payable
Industrial Distribution Group	29355	830.85	Repair & Maintenance Services and/or Supplies
Industrial Distribution Group	29528	246.04	Repair & Maintenance Services and/or Supplies
Industrial Fabrics Corp.	29168	11,190.38	Repair & Maintenance Services and/or Supplies
Industrial Threaded Products, Inc.	29169	2,560.95	Repair & Maintenance Services and/or Supplies
Industrial Threaded Products, Inc.	29356	1,175.65	Repair & Maintenance Services and/or Supplies
Ingrid G. Hellebrand	29620	115.43	Meeting/Training Expense Reimbursement
Innerline Engineering	29090	31,648.49	Professional Services - Sewer Line Video Inspections

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Inorganic Ventures, Inc.	29170	136.59	Laboratory Services & Supplies
Inorganic Ventures, Inc.	29529	184.29	Laboratory Services & Supplies
Inplant Sales, L.L.C.	29530	1,018.00	Repair & Maintenance Services and/or Supplies
Intercare Holdings Insurance Svcs., Inc.	29171	3,066.67	Workers' Compensation Service
Internal Revenue Service	29357	125.00	Judgments Payable
Intl. Union of Oper. Eng. AFL CIO Local 501	29358	4,837.78	Dues Deductions
IPMC c/o Parsons	29091	1,272,639.00	Professional Services/Temporary Services
Ironman Parts & Services	29531	1,419.57	Repair & Maintenance Services and/or Supplies
Irvine Ranch Water District	29172	8.90	Water Use
Irvine Ranch Water District	29532	44.70	Water Use
IRWA Chapter 1	29173	95.00	Professional Organizations Meeting/Training/Memberships
IRWA Chapter 67	29174	75.00	Professional Organizations Meeting/Training/Memberships
James D. Niswonger	29440	820.01	Meeting/Training Expense Reimbursement
Jamison Engineering Contractors, Inc.	29092	58,831.27	Professional Services/Engineering Design Services
Jamison Engineering Contractors, Inc.	29296	55,140.30	Professional Services/Engineering Design Services
Jays Catering	29175	1,140.25	Catering Services
Jays Catering	29359	704.03	Catering Services
Jays Catering	29534	589.37	Catering Services
JCI Jones Chemicals, Inc.	135	94,023.55	Chemicals, Water/Wastewater Treatment
JCI Jones Chemicals, Inc.	140	83,216.71	Chemicals, Water/Wastewater Treatment
JCI Jones Chemicals, Inc.	143	55,126.12	Chemicals, Water/Wastewater Treatment
Jeffrey T. Reed	29441	513.20	Meeting/Training Expense Reimbursement
JG Tucker And Son, Inc.	29533	358.88	Safety, Security, Health Equipment, Supplies, and Services
Johnstone Supply	29176	582.69	Repair & Maintenance Services and/or Supplies
Johnstone Supply	29360	214.10	Repair & Maintenance Services and/or Supplies
Josephson Institute of Ethics	29361	3,750.00	Professional Organizations Meeting/Training/Memberships
Kaman Industrial Technologies	29363	752.40	Repair & Maintenance Services and/or Supplies
Kara Rydman	29447	844.55	Reconciliation User Fee Refund Program
Kelly Pipe Co., L.L.C.	29177	2,865.19	Repair & Maintenance Services and/or Supplies
Kemira Water Solutions	136	58,134.94	Chemicals, Water/Wastewater Treatment
Kemira Water Solutions	141	97,019.36	Chemicals, Water/Wastewater Treatment
Kemira Water Solutions	144	73,193.44	Chemicals, Water/Wastewater Treatment
Ken Thompson, Inc.	29302	66,244.50	Construction
Kiewit Pacific Co.	29465	6,070,928.00	Construction
L. Johnson Painting	29178	12,555.00	Painting Services and Supplies
L. Johnson Painting	29535	3,100.00	Painting Services and Supplies
Larry R. Crandall	29489	879.82	Meeting/Training Expense Reimbursement
Laser Impressions, Inc.	29179	112.71	Facilities, Maintenance, Services & Supplies
Laura A. Terriquez	29622	950.20	Meeting/Training Expense Reimbursement
Lee & Ro, Inc.	29536	7,124.82	Professional Services/Engineering Design Services
LH Engineering Co.	29101	98,820.00	Construction
Liberty Mutual Claims	29180	6,556.19	Insurance
Louis Allen Worldwide	29181	11,425.00	Professional Organizations Meeting/Training/Memberships

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Lucci's Gourmet Foods, Inc.	29365	27.00	Catering Services
M. J. Schiff and Associates, Inc.	29453	49,682.12	Professional Services/Engineering Design Services
Malcolm Pirnie, Inc.	29093	80,682.41	Professional Services/Engineering Design Services
Malcolm Pirnie, Inc.	29297	394,509.94	Professional Services/Engineering Design Services
Malcolm Pirnie, Inc.	29454	55,735.00	Professional Services/Engineering Design Services
Marinus Scientific	29182	87.00	Laboratory Services & Supplies
Maxim Security Systems	29183	5,612.81	Safety, Security, Health Equipment, Supplies, and Services
McMaster-Carr Supply Co.	29184	1,083.24	Repair & Maintenance Services and/or Supplies
McMaster-Carr Supply Co.	29366	3,732.28	Repair & Maintenance Services and/or Supplies
McMaster-Carr Supply Co.	29537	1,412.98	Repair & Maintenance Services and/or Supplies
Medlin Controls Co.	29367	955.53	Repair & Maintenance Services and/or Supplies
Medlin Controls Co.	29538	575.94	Repair & Maintenance Services and/or Supplies
Mesa Consolidated Water District	29185	47.20	Water Use
Metal Supply, Inc.	29539	430.94	Repair & Maintenance Services and/or Supplies
Michael I. Gold	29437	1,738.43	Meeting/Training Expense Reimbursement
Michael I. Gold	29618	1,113.02	Meeting/Training Expense Reimbursement
Michael Vuong	29286	142.13	Meeting/Training Expense Reimbursement
Mid-West Associates, Inc.	29540	6,822.90	Repair & Maintenance Services and/or Supplies
Mike Bubalo Construction Co., Inc.	29468	31,148.80	Construction
Mike Prlich & Sons	29541	13,017.20	Repair & Maintenance Services and/or Supplies
Mine Safety Appliance	29186	5,334.79	Electrical/Electronic Equipment, Parts & Repairs
Mine Safety Appliance	29368	925.50	Electrical/Electronic Equipment, Parts & Repairs
Mission Abrasive & Janitorial Supplies	29187	156.60	Janitorial & Household Services & Supplies
Mission Abrasive & Janitorial Supplies	29369	117.45	Janitorial & Household Services & Supplies
Mladen Buntich Construction Company	29102	710,365.63	Construction
Municipal Water District of O.C.	29542	1,400.00	Professional Organizations Meeting/Training/Memberships
MVA Architects	29543	9,959.63	Professional Services/Engineering Design Services
MWH Americas, Inc.	29455	85,822.48	Professional Services/Engineering Design Services
MWH Soft, Inc.	29188	1,750.00	Professional Organizations Meeting/Training/Memberships
NACE International	29544	1,468.00	Professional Organizations Meeting/Training/Membership Dues
National Bond & Trust	29371	1,990.59	U.S. Savings Bonds Payroll Deductions
Ncompliance Services	29545	499.00	Professional Organizations Meeting/Training/Memberships
Neal Supply Co.	29189	1,219.26	Repair & Maintenance Services and/or Supplies
Neal Supply Co.	29372	696.00	Repair & Maintenance Services and/or Supplies
Neal Supply Co.	29546	762.30	Repair & Maintenance Services and/or Supplies
Neutron Products, Inc.	29190	3,001.50	Chemicals, Water/Wastewater Treatment
Neutron Products, Inc.	29373	6,066.95	Chemicals, Water/Wastewater Treatment
Neutron Products, Inc.	29547	3,051.09	Chemicals, Water/Wastewater Treatment
New Pig	29191	359.64	Repair & Maintenance Services and/or Supplies
Newark Electronics	29548	31.95	Electrical/Electronic Equipment, Parts & Repairs
Nickell Metal Spray	29192	675.00	Repair & Maintenance Services and/or Supplies
Nickell Metal Spray	29549	850.00	Repair & Maintenance Services and/or Supplies
Norco Delivery	29374	453.56	Delivery Services



**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Norman A. Olsson Construction, Inc.	29103	215,684.10	Construction
Norman A. Olsson Construction, Inc.	29303	679,376.70	Construction
Northeast Laboratory Services, Inc.	29193	1,790.10	Laboratory Services & Supplies
O C Tanner Recognition Company	29194	1,835.18	Service Awards
OCB Reprographics	29550	1,366.56	Printing/Reprographics Service
OCEA	29375	652.75	Dues Deductible
Office Depot	29376	3,630.84	Office Supplies
OfficeMax Contract, Inc./OM Workspace	29195	1,626.38	Safety, Security, Health Equipment, Supplies, and Services
OfficeMax Contract, Inc./OM Workspace	29551	566.67	Purchase and Installation of Cubicles/Furniture/Fixtures
Olin Corporation	29196	3,822.77	Chemicals, Water/Wastewater Treatment
Olin Corporation	29377	4,172.84	Chemicals, Water/Wastewater Treatment
Olin Corporation	29552	8,002.61	Chemicals, Water/Wastewater Treatment
Omega Engineering Inc	29378	4,876.22	Electrical/Electronic Equipment, Parts & Repairs
OneSource Distributors, Inc.	29197	3,908.59	Electrical/Electronic Equipment, Parts & Repairs
OneSource Distributors, Inc.	29379	6,694.11	Electrical/Electronic Equipment, Parts & Repairs
OneSource Distributors, Inc.	29553	2,667.57	Electrical/Electronic Equipment, Parts & Repairs
Operation Technology, Inc.	29198	3,690.00	Repair & Maintenance Services and/or Supplies
Operation Technology, Inc.	29554	6,717.58	Repair & Maintenance Services and/or Supplies
Oracle Corporation	29380	264.72	Computer Applications & Services
Orange Community Bank	29276	23,964.90	Construction, Retention
Orange Community Bank	29304	75,486.30	Construction, Retention
Orange County Hose Company	29199	260.22	Miscellaneous Parts and Supplies
Orange County Sanitation District	29288	1,332.58	Petty Cash Expense
Orange County United Way	29381	40.00	Employee Contributions
Orange County Vector Control District	29382	140.80	Pest Control
Orange County Water District	29456	37,390.29	GAP Water
ORE Offshore	29201	445.35	Laboratory Services & Supplies
Oxygen Service Company	29202	1,054.81	Laboratory Services & Supplies
Oxygen Service Company	29383	633.64	Laboratory Services & Supplies
Oxygen Service Company	29555	658.38	Laboratory Services & Supplies
Pacific Building Specialties	29203	569.96	Facilities, Maintenance, Services & Supplies
Pacific High Reach, Inc.	29204	813.15	Aerial Lift Rental
Pacific Mechanical Supply	29205	6,584.53	Repair & Maintenance Services and/or Supplies
Pacific Mechanical Supply	29556	4,771.23	Repair & Maintenance Services and/or Supplies
Parker Supply Company	29557	6,548.88	Miscellaneous Parts and Supplies
Parkhouse Tire, Inc.	29384	2,551.99	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Parkhouse Tire, Inc.	29558	5.25	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Patriot Video Productions	29385	407.91	Miscellaneous Services
PBS & J	29206	20,724.52	Professional Services/Engineering Design Services
PBS & J	29457	44,613.52	Professional Services/Engineering Design Services
PCI Industries	29386	886.52	Repair & Maintenance Services and/or Supplies
Peace Officers Council of CA	29387	2,357.50	Dues Deductions, Supervisors & Professionals
Performance Pipeline Technologies	29207	21,316.76	Professional Services/CCTV Inspection

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Performance Pipeline Technologies	29559	16,862.00	Professional Services/CCTV Inspection
PL Hawn Company, Inc.	29208	2,253.30	Repair & Maintenance Services and/or Supplies
PL Hawn Company, Inc.	29388	1,522.61	Repair & Maintenance Services and/or Supplies
PL Hawn Company, Inc.	29560	629.54	Electrical/Electronic Equipment, Parts & Repairs
Polydyne, Inc.	137	24,572.37	Chemicals, Water/Wastewater Treatment
Polydyne, Inc.	142	17,993.77	Chemicals, Water/Wastewater Treatment
Polydyne, Inc.	145	38,559.82	Chemicals, Water/Wastewater Treatment
Pongsakdi Cady	29435	205.85	Meeting/Training Expense Reimbursement
Ponton Industries, Inc.	29209	10,429.75	Laboratory Services & Supplies
Ponton Industries, Inc.	29389	5,002.85	Laboratory Services & Supplies
Primary Source Office Furnishings, Inc.	29210	858.04	Minor Equipment/Furniture & Fixtures
Primary Source Office Furnishings, Inc.	29562	4,937.25	Minor Equipment/Furniture & Fixtures
Primrose Ice Co., Inc.	29211	100.00	Water & Ice Services
Procure Work Injury Center	29563	170.00	Medical Services
Progressive Business Audio Conference	29564	199.00	Computer Applications & Services
Project Management Institute	29212	164.00	Professional Organizations Meeting/Training/Membership
Projects Partners	29298	41,380.00	Professional Services/Temporary Employment Services
Propipe Professional Pipe Services	138	6,960.77	Professional Services/Sewerline Cleaning
Prudential Insurance Company of America	29458	41,655.74	Benefits
Prudential Overall Supply	29213	1,440.39	Uniforms
Pulsar Process Measurement, Inc.	29565	4,217.11	Electrical/Electronic Equipment, Parts & Repairs
Pumping Solutions, Inc.	29390	278.23	Repair & Maintenance Services and/or Supplies
Putzmeister America, Inc.	29214	1,135.92	Repair & Maintenance Services and/or Supplies
Putzmeister America, Inc.	29391	6,355.71	Repair & Maintenance Services and/or Supplies
Q Air - Calif. Div. Pump Engineering	29215	1,069.21	Repair & Maintenance Services and Supplies
Quickstart Intelligence	29216	4,497.00	Professional Organizations Meeting/Training/Memberships
Quinn Group, Inc.	29217	2,114.22	Repair & Maintenance Services and/or Supplies
R Garrison, L.L.C.	29566	1,238.34	Professional Organizations Meeting/Training/Membership
R L Abbott & Associates	29392	1,000.00	Professional Services/Advocacy Efforts
Rainbow Disposal Co.	29218	3,376.48	Waste Disposal
Rainin Instrument, L.L.C.	29567	433.92	Laboratory Services & Supplies
Rajkumar Bellan	29617	266.13	Meeting/Training Expense Reimbursement
Ray C Largo & Associates	29568	293.68	Professional Services - Human Resources
RBF Consulting	29394	1,054.00	Professional Services - Surveying
RBF Consulting	29395	13,606.03	Professional Services/Engineering Design Services
RBF Consulting	29459	49,555.86	Professional Services/Engineering Design Services
Recruiting.Com, Inc.	29219	395.00	Notices & Ads
Red Wing Shoes	29396	431.00	Safety, Security, Health Equipment, Supplies, and Services
Reliastar	29569	5,028.26	Voluntary Employee Life & Cancer Insurance
Restek Corp.	29220	275.15	Laboratory Services & Supplies
Restek Corp.	29570	1,385.63	Laboratory Services & Supplies
Retrofit Parts & Components, Inc.	29397	877.59	Repair & Maintenance Services and/or Supplies
Retrofit Parts & Components, Inc.	29571	1,032.84	Repair & Maintenance Services and/or Supplies

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
RM Automation c/o RM Controls	29398	135.01	Paper & Office Supplies
RMB Engineering & Sales, Inc.	29221	4,574.00	Electrical/Electronic Equipment, Parts & Repairs
RMS Engineering & Design, Inc.	29222	1,360.00	Professional Services/Engineering Design Services
RMS Engineering & Design, Inc.	29572	2,200.00	Professional Services/Engineering Design Services
Robert Holdman	29283	195.00	Meeting/Training Expense Reimbursement
Robert M. Bell	29433	826.28	Meeting/Training Expense Reimbursement
Roberto's Auto Trim Shop	29573	363.50	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Rosemount Analytical, Inc. - Remit	29399	1,750.14	Electrical/Electronic Equipment, Parts & Repairs
Royale Cleaners	29223	30.50	Miscellaneous Services
RPM Electric Motors	29224	344.32	Repair & Maintenance Services and/or Supplies
RPM Electric Motors	29574	3,197.81	Repair & Maintenance Services and/or Supplies
Ruben Gomez	29619	690.20	Meeting/Training Expense Reimbursement
Rutland Tool & Supply	29575	197.61	Repair & Maintenance Services and/or Supplies
Ryan Herco Products Corp.	29576	506.11	Repair & Maintenance Services and/or Supplies
S. S. Mechanical Corporation	29466	54,189.00	Construction
Sachs Electric Company	29104	1,208,231.01	Professional Services/Central Generation Automation
Safety-Kleen	29225	637.52	Repair & Maintenance Services and/or Supplies
San Diego/Orange Fluid System Technologies, Inc.	29226	462.21	Repair & Maintenance Services and/or Supplies
San Diego/Orange Fluid System Technologies, Inc.	29400	1,645.39	Repair & Maintenance Services and/or Supplies
Sancon Engineering, Inc.	29094	70,641.00	Repair & Maintenance Services and/or Supplies
Sancon Engineering, Inc.	29577	8,725.00	Repair & Maintenance Services and/or Supplies
SAP America, Inc.	29095	40,195.40	Computer Applications & Services
SARBS	29227	125.00	Professional Organizations & Meeting/Training Registration
SARBS	29401	125.00	Professional Organizations & Meeting/Training Registration
SARBS	29448	125.00	Professional Organizations & Meeting/Training Registration
SARBS	29628	125.00	Professional Organizations & Meeting/Training Registration
SAWPA (Santa Ana Water Protection Agency)	29402	10,000.00	Governmental Agency Fees & Charges
Schwing Bioset	29228	17,981.77	Repair & Maintenance Services and/or Supplies
Scientific Refrigeration	29404	291.00	Repair & Maintenance Services and/or Supplies
Sea Bird Electronics, Inc.	29229	821.00	Laboratory Services & Supplies
Sewer Equipment Company of America	29406	547.05	Repair & Maintenance Services and/or Supplies
Shamrock Supply Co., Inc.	29230	2,632.41	Repair & Maintenance Services and/or Supplies
Shamrock Supply Co., Inc.	29407	3,167.48	Repair & Maintenance Services and/or Supplies
Shamrock Supply Co., Inc.	29578	84.40	Repair & Maintenance Services and/or Supplies
Shimmick Construction Co., Inc.	29467	106,489.80	Construction
Shureluck Sales & Engineering	29231	317.44	Repair & Maintenance Services and/or Supplies
Shureluck Sales & Engineering	29579	2,288.33	Repair & Maintenance Services and/or Supplies
Siemens Water Technologies Corp.	29232	338.69	Repair & Maintenance Services and/or Supplies
Siemens Water Technologies Corp.	29408	1,297.22	Repair & Maintenance Services and/or Supplies
Siemens Water Technologies Corp.	29580	65.54	Repair & Maintenance Services and/or Supplies
Simon L. Watson	29443	150.00	Meeting/Training Expense Reimbursement
SKC West, Inc.	29409	346.30	Laboratory Services & Supplies
SkillPath Seminars	29233	183.08	Professional Organization & Meeting/Training Registration

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
SkillPath Seminars	29410	1,197.00	Professional Organization & Meeting/Training Registration
Smardan Supply Company	29234	174.26	Repair & Maintenance Services and/or Supplies
Smardan Supply Company	29411	95.48	Repair & Maintenance Services and/or Supplies
Smardan Supply Company	29581	258.45	Repair & Maintenance Services and/or Supplies
Smead Manufacturing Company	29250	1,530.00	Computers, Software/Hardware
Smurfit-Stone Container Enterprises, Inc	29627	4,756.03	Reconciliation User Fee Refund Program
So. Cal Gas Company	29235	23,867.73	Utilities
South Coast Environmental Co.	29403	8,246.11	Professional Services - Air Quality Monitoring
Southern California Edison	29236	1,452.40	Utilities
Southern California Edison	29299	231,343.85	Utilities
Southern California Edison	29460	66,373.69	Utilities
Southern Counties Lubricants	29237	3,502.39	Fuel and Lubricants
Sparkletts	29238	464.40	Miscellaneous Services
Sparkletts	29412	1,433.65	Miscellaneous Supplies
Sparling Instruments, Inc.	29239	4,929.47	Electrical/Electronic Equipment, Parts & Repairs
Specialized Equipment Services, Inc.	29582	1,961.76	Repair & Maintenance Services and/or Supplies
SPEX Certiprep, Inc.	29240	467.60	Laboratory Services & Supplies
SPEX Certiprep, Inc.	29583	106.50	Laboratory Services & Supplies
Stanley Steamer International, Inc.	29241	2,265.00	Janitor & Household Service & Supplies
Stanley Steamer International, Inc.	29584	586.20	Janitor & Household Service & Supplies
Summit Steel	29242	7,345.57	Repair & Maintenance Services and/or Supplies
Summit Steel	29585	1,067.47	Repair & Maintenance Services and/or Supplies
Sunset Ford	29243	402.32	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Sunset Ford	29586	1,325.42	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Sunset Industrial Parts	29244	3,631.75	Repair & Maintenance Services and/or Supplies
Sunset Industrial Parts	29413	1,570.90	Repair & Maintenance Services and/or Supplies
Sunset Industrial Parts	29587	960.87	Repair & Maintenance Services and/or Supplies
Super Chem Corporation	29245	793.88	Repair & Maintenance Services and/or Supplies
Synagro West, Inc.	29461	502,610.68	Biosolids Management
Systema Scientific, L.L.C.	29588	72.62	Laboratory Services & Supplies
Talon Executive Services, Inc.	29246	8,342.40	Professional Services - Human Resources
TCH Associates, Inc.	29247	3,818.84	Laboratory Services & Supplies
TekSystems	29414	2,491.88	Professional Services/Temporary Services
Teldata Enterprise Networks	29589	391.50	Computers, Software/Hardware
Teledyne RD Instruments, Inc.	29415	1,119.40	Laboratory Services & Supplies
Terra Renewal, L.L.C.	29300	65,725.92	Grit & Screenings Disposal
Terra Renewal, L.L.C.	29590	20,089.88	Grit & Screenings Disposal
Terry A. Matthews	29438	1,020.05	Meeting/Training Expense Reimbursement
TestAmerica Ontario	29248	1,939.00	Laboratory Services & Supplies
TestAmerica Ontario	29591	282.00	Laboratory Services & Supplies
The Clock Sales and Service Co., Inc.	29253	108.59	Repair & Maintenance Services and/or Supplies
The Fire X-Tinguisher Service Co.	29508	184.00	Safety, Security, Health Equipment, Supplies, and Services
The Integration Works, L.L.C.	29249	1,602.00	Repair & Maintenance Services and/or Supplies

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
The Orange County Register	29200	2,096.00	Notices & Ads
The Standard Insurance Company	29592	2,592.67	Disability Insurance
The Unisource Corporation	29420	763.43	Paper & Office Supplies
The Walking Man, Inc.	29251	940.00	Miscellaneous Services
Thermo Electron North America, L.L.C.	29593	1,108.60	Laboratory Services & Supplies
Thomas Gray & Assoc.	29594	4,700.00	Professional Services - Hazardous Waste Disposal
Thompson Industrial Supply, Inc.	29096	30,845.32	Repair & Maintenance Services and/or Supplies
Thompson Industrial Supply, Inc.	29416	11,344.95	Repair & Maintenance Services and/or Supplies
Thompson Industrial Supply, Inc.	29595	3,045.72	Repair & Maintenance Services and/or Supplies
Tiano Construction	29252	1,400.00	Facilities, Maintenance, Services & Supplies
Tiano Construction	29596	7,960.00	Facilities, Maintenance, Services & Supplies
Time Warner Communications	29597	51.98	Telecommunications
Tod E. Haynes	29281	125.00	Meeting/Training Expense Reimbursement
Todd Painting, Inc.	29254	2,540.00	Painting Services and Supplies
Tom B. Meregillano	29439	371.02	Meeting/Training Expense Reimbursement
Tony's Lock & Safe Service & Sales	29255	2,263.74	Repair & Maintenance Services and/or Supplies
Tony's Lock & Safe Service & Sales	29598	487.92	Repair & Maintenance Services and/or Supplies
Townsend Public Affairs	29256	7,500.00	Professional Services - State Advocacy
Traffic Control Service, Inc.	29257	405.80	Safety, Security, Health Equipment, Supplies, and Services
Traffic Control Service, Inc.	29599	236.64	Safety, Security, Health Equipment, Supplies, and Services
Tremco Incorporated	29258	1,549.38	Repair & Maintenance Services and/or Supplies
Truck & Auto Supply, Inc.	29417	114.25	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Truck & Auto Supply, Inc.	29600	214.35	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Tule Ranch/Magan Farms	29097	81,720.21	Biosolids Management
Tule Ranch/Magan Farms	29462	82,137.28	Biosolids Management
TW Telecom Holdings, Inc.	29418	7,472.94	Telecommunications
U Line	29601	355.65	Miscellaneous Parts and Supplies
Ultra Scientific	29419	291.52	Laboratory Services & Supplies
Underground Service Alert of So. Calif	29259	1,416.00	Professional Services - Dig Alert Notification Service
United Parcel Service	29260	122.80	Freight Services
United Parcel Service	29421	955.38	Freight Services
United Parcel Service	29449	16.67	Freight Services
United Parcel Service	29602	65.89	Freight Services
United Power Service, Inc.	29261	1,495.11	Electrical/Electronic Equipment, Parts & Repairs
United Power Service, Inc.	29603	739.04	Electrical/Electronic Equipment, Parts & Repairs
URS Corporation	29262	5,500.00	Professional Services - NPDES Audit
US Equipment Co., Inc.	29604	3,167.49	Repair & Maintenance Services and/or Supplies
US Peroxide, L.L.C.	29301	215,871.63	Chemicals, Water/Wastewater Treatment
US Peroxide, L.L.C.	29605	22,457.17	Chemicals, Water/Wastewater Treatment
USA Mobility Wireless, Inc.	29263	661.02	Telecommunications
Valin Corporation	29422	3,392.81	Repair & Maintenance Services and/or Supplies
Vapex Products, Inc.	29423	4,265.15	Electrical/Electronic Equipment, Parts & Repairs
Verizon California	29424	49.91	Telecommunications

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
Verizon California	29606	819.03	Telecommunications
Verizon Wireless	29607	720.20	Telecommunications
Verne's Plumbing	29264	505.00	Plumbing Services & Supplies
Verne's Plumbing	29608	2,402.50	Plumbing Services & Supplies
Victoria L. Francis	29436	1,011.90	Meeting/Training Expense Reimbursement
Victoria Pilko	29284	125.00	Meeting/Training Expense Reimbursement
Village Nurseries	29609	167.35	Repair & Maintenance Services and/or Supplies
Voided Check	29099	-	-
Voided Check	29100	-	-
Vortex Corp.	29265	547.00	Repair & Maintenance Services and/or Supplies
Vortex Corp.	29610	1,235.46	Repair & Maintenance Services and/or Supplies
Voyager Fleet Systems, Inc.	29266	21,342.16	Fuel Card Program
VWR Scientific Products	29425	3,667.58	Laboratory Services & Supplies
VWR Scientific Products	29611	7,220.24	Laboratory Services & Supplies
Water Education Foundation	29426	4,000.00	Professional Organization & Meeting/Training Registration
Water Environment Federation	29267	1,496.00	Professional Organizations Meeting/Training/Memberships
Water Environment Federation	29268	12,550.00	Professional Services - EMS Interim Audit
Water Environment Federation	29427	571.00	Professional Organizations Meeting/Training/Memberships
Water Environment Federation	29612	1,496.00	Professional Organizations Meeting/Training/Memberships
Waxie Sanitary Supply	29269	73.95	Janitor & Household Service & Supplies
Weck Laboratories, Inc.	29270	16.00	Laboratory Services & Supplies
Wells Fargo Bank Escrow 23518600	29105	149,302.20	Construction
West Lite Supply Company, Inc.	29271	40.03	Electrical/Electronic Equipment, Parts & Repairs
West Lite Supply Company, Inc.	29428	38.66	Electrical/Electronic Equipment, Parts & Repairs
West Marine Products, Inc. dba Port Supply	29561	469.68	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Western States Controls	29429	2,607.84	Electrical/Electronic Equipment, Parts & Repairs
Westland Engineering C/O API BASCO	29481	8,306.77	Mechanical Parts & Supplies
William Sinchak	29626	947.61	User Fee Refund Re Septic Tanks
Woodruff Spradlin & Smart	29463	109,629.46	Professional Services - Legal
Workforce Software, Inc.	29430	350.00	Computer Applications and Services
WorldatWork	29272	495.00	Professional Organization & Meeting/Training Registration
WorldatWork	29613	1,125.00	Professional Organization & Meeting/Training Registration
WPL Publishing	29614	246.00	Professional Organizations Meeting/Training/Memberships
Xerox Corporation	29273	89.64	Computers, Software/Hardware & Managed Services
Xerox Corporation	29615	19,493.63	Computers, Software/Hardware & Managed Services
Y.J. Shao	29285	125.00	Meeting/Training Expense Reimbursement
Yale/Chase Materials Handling, Inc.	29274	365.35	Electrical/Electronic Equipment, & Electric Cart Parts & Repairs
Yeom Choi	29279	187.50	Meeting/Training Expense Reimbursement
1-800-Conference(R)	29275	38.93	Telecommunications
24 Carrots	29432	525.27	Meeting Expenses
<b>Total Accounts Payable - Warrants</b>		<u><u>\$ 16,946,405.09</u></u>	

**Claims Paid From 03/16/10 to 03/31/10**

<b>Vendor</b>	<b>Warrant No.</b>	<b>Amount</b>	<b>Description</b>
<b><u>Payroll Disbursements</u></b>			
Employee Paychecks	44324 - 44374	\$ 106,912.53	Biweekly Payroll (03/24/10)
Employee Paychecks	44375 - 44378	6,596.89	Interim Payroll - Voided Direct Deposit, IDEA & Retro (03/24/10)
Employee Paychecks	44379 - 44385	47,765.67	Interim Payroll - Retirements & Leave Payouts (03/25/10)
Direct Deposit Statements	185433 - 186006	1,403,781.63	Biweekly Payroll (03/24/10)
<b>Total Payroll Disbursements</b>		<b><u>\$ 1,565,056.72</u></b>	
<b><u>Wire Transfer Payments</u></b>			
OCSD Payroll Taxes & Contributions		\$ 819,349.76	Biweekly Payroll (03/24/10)
J. F. Shea Construction, Inc.		3,270,863.68	Construction Progress Payment Re Job No. P2-90 (03/18/10)
Kiewitt/Mass, A Joint Venture		1,343,719.80	Construction Progress Payment Re Job No. 5-49 (03/18/10)
<b>Total Wire Transfer Payments</b>		<b><u>\$ 5,433,933.24</u></b>	
<b>Total Claims Paid 03/16/10 - 03/31/10</b>		<b><u>\$ 23,945,395.05</u></b>	

# BOARD OF DIRECTORS

## AGENDA REPORT

Meeting Date	To Bd. of Dir. 04/28/10
Item Number	Item Number 3

Orange County Sanitation District

**FROM:** James D. Ruth, General Manager  
Originator: Jim Herberg, Director of Engineering

### GENERAL MANAGER'S RECOMMENDATION

Approve Agreement with the City of Fountain Valley for Permitting Improvements of the Orange County Sanitation District within the City of Fountain Valley, in a form approved by General Counsel.

### SUMMARY

The Orange County Sanitation District (Sanitation District) is required to obtain building permits from the City of Fountain Valley (City) for construction of certain projects pursuant to the 1993 Specific Plan adopted by the City and the Sanitation District.

The Sanitation District is in the process of implementing projects to bring the entire site into compliance with Title 24 California Physical Access Requirements. These engineering plans will be submitted in about one year.

The Sanitation District also needs building permits for various maintenance improvements during the next year.

In order for the Building Official to issue building permits for these various maintenance projects, the City has requested that the Sanitation District enter into an Agreement stating that the Sanitation District will indemnify the City for any liability associated with outstanding improvements needed to comply with the Title 24 California Physical Access Requirements at the Sanitation District's Fountain Valley site.

The requested agreement also commits the Sanitation District to a timeline for the project to bring the entire site into compliance with Title 24 California Physical Access Requirements. The estimated construction cost to bring the site into compliance is \$6,000,000 over the next eight years.

### PRIOR COMMITTEE/BOARD ACTIONS

None

### ADDITIONAL INFORMATION

The various maintenance projects to be submitted to the City in the next year include:



1. Fume Hood Addition in Laboratory
2. Facilities Engineering Trailer Improvements
3. Emergency Lighting and Exit Signs in Buildings
4. HR Building Concrete Floor Repair
5. Contracts Trailer Removal
6. Admin Bldg Landscaping
7. Kitchen Vent Upgrades
8. Lab Bldg 2nd Floor Cubicle Additions (Electrical +)
9. Lab Metals Room Floor Repair (Room 231)
10. Control Center Landscape Improvements
11. Admin Bldg Office Room Enclosure
12. Purchasing Building Sanitary Drain System Replacement
13. Lab Bldg Water Repipe
14. Roof Repairs
15. Several other small office and building repairs

The timeline for the project to bring the entire site into compliance with Title 24 California Physical Access Requirements is as follows:

1. Administrative Building – June 2012
2. Human Resources – December 2012
3. Laboratory – June 2013
4. Shop A and Paint Shop – December 2013
5. Buildings 5 and 6 – June 2014
6. Body Shop – June 2015
7. Purchasing, Warehouse, Building 4 – June 2016
8. Trailer 42 – June 2017
9. Engineering Trailer Complex – June 2018

The schedule will allow for staff to be relocated during the construction activities in each of the buildings to limit the disruption to the operation of the treatment plant.

## **CEQA**

The construction activities are categorically exempt under CEQA because they consist of the minor alteration of existing structures, involving no expansion of use. Specifically, the project will involve activities under Section 15301(a) that include the interior and exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. A Notice of Exemption will be filed with the County of Orange.

## **BUDGET/DELEGATION OF AUTHORITY COMPLIANCE**

This request complies with authority levels of the Sanitation District's Delegation of Authority.

JDH:JB:gc

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# STEERING COMMITTEE

## AGENDA REPORT

Meeting Date 04/28/09	To Bd. of Dir. 04/28/10
Item Number 2	Item Number 5

Orange County Sanitation District

**FROM:** James D. Ruth, General Manager  
Originator: Lorenzo Tyner, Director of Finance and Administrative Services

### GENERAL MANAGER'S RECOMMENDATION

Approve the Irvine Ranch Water District (IRWD) (As Successor to County Sanitation District No. 14) Solids Agreement transferring IRWD solids to the OCSD Wastewater System and reimbursing OCSD for its costs, in a form approved by General Counsel.

### SUMMARY

IRWD collects wastewater from homes and business within its boundaries and transfers some of the collected wastewater to the OCSD System for treatment and disposal.

IRWD also owns and operates the Michelson Water Recycling Plant ("MWRP"). The MWRP treats the wastewater generated within IRWD's boundaries that is not transferred to the OCSD Wastewater System, and produces reclaimed water for use within IRWD's boundaries. The MWRP does not currently have the capability to handle, treat, and dispose of wastewater solids residuals ("Solids"). IRWD currently transfers Solids from the MWRP to the OCSD Wastewater Treatment for further handling, treatment, and disposal.

IRWD has decided to construct the necessary improvements at the MWRP so that the MWRP will be able to handle, treat, and dispose of Solids. IRWD anticipates that such facilities will be complete as early as 2014, but not later than 2016. These new MWRP facilities will eliminate the need for IRWD to transfer Solids to the OCSD Wastewater System, except when the MWRP Solids processing facilities may be shut down due to an emergency. Pending the completion of the proposed MWRP Solids handling facilities, IRWD will need to continue discharging wastewater solids residuals to the OCSD Wastewater System on an interim basis. This agreement sets forth the terms and conditions by which IRWD will reimburse OCSD for the costs associated with these activities.

### PRIOR COMMITTEE/BOARD ACTION

None.

## **ADDITIONAL INFORMATION**

Prior OCSD/IRWD agreements establish the requirements governing IRWD's transfer of Solids to the OCSD Wastewater System. Under these agreements, IRWD may not transfer Solids to OCSD unless and until the transfer is approved in advance by OCSD. Prior to approving this transfer, OCSD must consider the impacts of any proposed transfer through engineering studies and other studies. If the studies, or subsequent experience, demonstrate that the transfer of Solids from IRWD to the OCSD System will create problems or require additional costs, then OCSD may place conditions on any such transfer, establish charges for any such transfer, or prohibit transfer of Solids altogether.

IRWD has decided to construct the necessary improvements at the MWRP so that the MWRP will be able to handle, treat, and dispose of Solids. IRWD anticipates that such facilities will be complete as early as 2014, but not later than 2016. These new MWRP facilities will eliminate the need for IRWD to transfer Solids to the OCSD Wastewater System, except when the MWRP Solids processing facilities may be shut down due to an emergency. Pending the completion of the proposed MWRP Solids handling facilities, IRWD will need to continue discharging wastewater solids residuals to the OCSD Wastewater System on an interim basis.

OCSD has determined that the terms and conditions governing IRWD's transfer of Solids to the OCSD Wastewater System must be reevaluated because (1) the OCSD Wastewater System has changed considerably since 1986; and, (2) the findings and recommendations set forth in the Montgomery Report are significantly outdated. To that end, the Parties jointly retained the engineering firm Carollo Engineers to determine the equitable cost-of-service and resulting rate structure that should apply to the handling, treatment, and disposal of Solids transferred from IRWD to the OCSD Wastewater System until the MWRP is complete. Carollo Engineers prepared a report setting forth its findings entitled, "IRWD/OCSD Biosolids Cost Study" (June 2009) (the "Carollo Report").

OCSD and IRWD have reviewed the Carollo Report and agree that the methodologies set forth therein for determining the costs of handling, treating, and disposing of Solids are equitable. This Agreement is intended to implement Section 8 of the January 1986 Agreement and Section 7 of the February 1986 Agreement by establishing the conditions by which OCSD will allow IRWD to transfer wastewater solids residuals to the OCSD Wastewater System during the interim period until the new MWRP Solids handling facilities are constructed.

## **CEQA**

N/A

**BUDGET / DELEGATION OF AUTHORITY COMPLIANCE**

This request complies with authority levels of the Sanitation District's Delegation of Authority.

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<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
N/A	N/A	N/A

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**ATTACHMENT**

N/A

# OPERATIONS COMMITTEE

## AGENDA REPORT

Meeting Date 04/07/10	To Bd. of Dir. 04/28/10
Item Number 2	Item Number 7

Orange County Sanitation District

**FROM:** James D. Ruth, General Manager  
Originator: Nick Arhontes, Director of Operations and Maintenance

### GENERAL MANAGER'S RECOMMENDATION

1. Approve Change Order No. 1 to Purchase Order No. 103530-OB issued to Jamison Engineering Contractors, Inc. for On-Call Contractor Support Services, Specification No. CS-2009-403BD, for the period July 1, 2009 through June 30, 2010, authorizing an additional amount of \$97,957.33, increasing the total annual amount not to exceed \$350,000;
2. Approve Change Order No. 2 to Purchase Order No. 103530-OB issued to Jamison Engineering Contractors, Inc. for On-Call Contractor Support Services, Specification No. CS-2009-403BD, for the period July 1, 2010 through June 30, 2011, authorizing an additional amount of \$247,957.33, increasing the total annual amount not to exceed \$500,000.00; and,
3. Approve a contingency for the period July 1, 2010 through June 30, 2011, of \$50,000 (10%).

### SUMMARY

Gathering condition assessment information on our infrastructure is necessary to effectively manage and safely maintain Orange County Sanitation District (OCSD's) assets. Remotely operated Closed Circuit TV (CCTV) is used in our sanitary sewers to quickly gather information. On occasion personal entry is required to gain added data as a result of the CCTV findings. This is typically performed on medium and large diameter sewers and facilities where physical entry is possible. When the data being gathered indicates damage to the concrete or other materials, repairs are then needed to extend short-term life. Work is performed and inspected to OCSD's Engineering standards. Expanding this work through this change will allow contractor's staff to then proceed and perform a repair as a part of the investigative work. This is both time and business efficient. Staff recommends this change.

Contract administration costs have been reduced by performing many assessments under this contract rather than procuring separate contracts for multiple tasks. Facilitating minor repairs typically requires the same amount of planning and support as an assessment project, including confined-space entry support, traffic control, and flow diversions. Therefore, performing as many minor repairs as possible during the assessment work, as opposed to hiring a separate contractor to mobilize and conduct repairs, will allow for a cost savings to OCSD.

Two major trunkline sewer assessments will begin in FY 09-10 and conclude in FY 10-11. To prevent a disruption in the project schedule, which will affect the capital project schedule, these change orders are requested. A new request for proposal (RFP) process will occur in the spring of 2011 so a new contract can be awarded in July 2011 for FY 11-12 and beyond. Assessing conditions also helps develop better scopes of work for the Capital Improvement Projects process, which is used to rehabilitate or replace the assets for the intended long-term use.

### **PRIOR COMMITTEE/BOARD ACTIONS**

April 2009 - Approve a Purchase Agreement with Jamison Engineering Contractors, Inc. for On-Call Contractor Support Services, Specification CS-2009-403BD, for the period July 1, 2009 through June 30, 2010 for a total annual amount not to exceed \$229,129.70, with four one-year renewable options, and an annual contingency of \$22,912.97 (10%).

### **ADDITIONAL INFORMATION**

- Management of corrosion is a critical part of the services that OCSD provides to protect public health and the environment. In 2002, OCSD staff determined that a program to improve prediction, control, and prevention of corrosion would improve OCSD's efficiency and effectiveness in asset management. As a result, staff recommended and the Board approved SP-68-1, Corrosion Management.
- One objective of Corrosion Management is to implement and maintain a comprehensive program to manage the corrosion of OCSD's assets. The program includes performing assessments for programmatic needs, identifying corrosion risk, condition assessment, developing alternative evaluations and maintenance strategies, and developing support documents to implement the preferred alternatives for repair, rehabilitation, or replacement. The ultimate goal of Corrosion Management is to optimize life extension and life cycle cost for OCSD's assets while maintaining an acceptable level of service. This effective management of OCSD assets begins with the critical step of gathering assessment information on its infrastructure.
- The requests for proposals were received on March 11, 2009. OCSD received proposals from Jamison Engineering Contractors, Inc. and Sancon Engineering, Inc. A five-member panel reviewed, evaluated, and ranked the proposals based upon the following three categories: 1) qualifications, related experience and references, 2) proposed staffing and project organization, and 3) cost and price. Staff reviewed and ranked the proposals and Jamison Engineering Contractors, Inc. was the top-ranked proposer by all reviewers. OCSD staff continues to have favorable experience with Jamison Engineering Contractors, Inc.
- Staff recommends approval of an increase in the contract amount with Jamison Engineering Contractors, Inc. for a total amount not to exceed \$500,000.00 per year for the current contract period (July 2010 – June 2011) with an annual

contingency of 10% if needed to account for inflation and unforeseen field conditions.

**CEQA**

N/A

**BUDGET / DELEGATION OF AUTHORITY COMPLIANCE**

This Purchase Agreement complies with authority levels of OCSD's Delegation of Authority. The selection process was conducted in accordance with OCSD's adopted policies and procedures. This assessment work has been budgeted under SP-68-1, Corrosion Management: Section 8, Page 74 and the repair tasks have been budgeted under Collection Facilities Operations and Maintenance, Repairs and Maintenance: Section 6, Page 84, and Mechanical and Reliability Maintenance, Repairs and Maintenance: Section 6, Page 104.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
4/22/09	\$229,129.70	\$22,912.97 (10%)
4/28/10	\$97,957.33	
4/28/10	\$500,000.00 (FY10-11)	\$50,000.00 (10%)

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# OPERATIONS COMMITTEE

## AGENDA REPORT

Meeting Date 04/07/10	To Bd. of Dir. 04/28/10
Item Number 3	Item Number 8

Orange County Sanitation District

**FROM:** James D. Ruth, General Manager  
Originator: Jim Herberg, Director of Engineering  
Project Manager: Christopher MacLeod

### GENERAL MANAGER'S RECOMMENDATION

1. Approve plans and specifications for the P1 Outfall Pipeline Disconnects at Scrubber Overflow, Project No. FE03-42, on file at the office of the Clerk of the Board;
2. Receive and file bid tabulation and recommendation;
3. Reject low bid from Mike Prlich and Sons, Inc. as "Nonresponsive" due to its failure to provide the information required under Public Contract Code §4100 et seq. in its Bid;
4. Award a Construction Contract to Engineering/Remediation Resources Group, Inc. for P1 Outfall Pipeline Disconnects at Scrubber Overflow, Project No. FE03-42, for a total amount not to exceed \$93,730; and,
5. Approve a contingency of \$23,430 (25%).

### SUMMARY

This project will construct facilities at Plant No. 1 to disconnect two area and process drain lines currently connected to the ocean outfall system near the Plant No. 1 dewatering scrubbers. The Construction Contract includes underground bypass pipelines, small catch basins, small diameter above ground drain piping, and asphalt concrete removal and replacement.

Staff completed the plans and specifications for Project No. FE03-42 in December 2009. Nine sealed bids were received on February 9, 2010. Summary information on the bid opening for Project No. FE03-42 is as follows:

Project Budget	\$ 601,275
Construction Contract Budget	\$ 156,000
Engineer's Estimate	\$ 130,000
Lowest Responsive, Responsible Bid:	\$ 93,730
High Bid:	\$ 144,300



Staff completed their Construction Cost Opinion in July 2009. The lowest Responsible Responsive bid was lower than the Engineer's Estimate and was within the estimated value range of \$90,000 to \$130,000 per the Construction Cost Opinion.

### **PRIOR COMMITTEE/BOARD ACTIONS**

None

### **ADDITIONAL INFORMATION**

The facilities constructed by this project are necessary for operation until proposed digester improvements are constructed under Job No. P1-101 in 2015.

This project constructs temporary bypass pipelines for foul air scrubbers and belt press drain lines connected to the 66-inch diameter primary effluent line in accordance with direction from the Regional Water Quality Control Board. Drain lines connected to the primary effluent line have the potential to adversely impact the monitoring program and effluent quality. The bypass lines will re-route the drain lines to the filtrate pump station to return them to the plant process stream.

<b><u>Bidder</u></b>	<b><u>Amount of Bid</u></b>
1. Mike Prlich and Sons, Inc.	\$ 76,000
2. Engineering/Remediation Resources Group, Inc.	\$ 93,730
3. MMC, Inc.	\$ 95,101
4. Maintenance Turnaround Services, Inc.	\$ 95,500
5. AToM Engineering Construction	\$ 97,979
6. 4-Con Engineering, Inc.	\$105,500
7. TTS Engineering, Inc.	\$125,000
8. Caliaqua, Inc.	\$126,000
9. S.S. Mechanical Corp.	\$144,300

Mike Prlich and Sons, Inc was determined nonresponsive based on:

BF-4.A, LIST OF CURRENT AND COMPLETED PROJECTS – The type of experience, and the Bidder's role for each project listed was omitted.

BF-4.C, FINANCIAL INFORMATION – The dates and financial information are in reverse sequence.

BF-6, BIDDER'S INDUSTRIAL SAFETY RECORD – Copies of Bidder's OSHA 300/300A Logs and Summaries used to determine work related injuries and illnesses for each of the last three years were omitted.

On February 11, 2010, a Request for Clarification was sent to the Bidder inquiring about its obligation to keep OSHA injury and illness records as required by California Code of Regulations, Title 8, Section 14300. The Bidder responded the same day indicating it is not exempt from keeping injury and illness records as indicated above and, therefore, its Bid has been rejected as nonresponsive for having omitted the required OSHA 300/300A Logs and Summaries.

Also on two previous occasions, debriefing letters were sent to the Bidder identifying irregularities in its Bids pertaining to previous solicitations and it was identified that the Bidder had omitted the required OSHA 300/300A Logs and Summaries.

### **CEQA**

A Notice of Exemption was filed for this project on March 7, 2007.

### **BUDGET/DELEGATION OF AUTHORITY COMPLIANCE**

This request complies with authority levels of the Sanitation District's Delegation of Authority. This item has been budgeted, Budget Update Fiscal Year 2009–10 (Page A-11, Item No. 100) and the budget is sufficient for the recommended action.

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<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
04/28/10	\$93,730	\$23,430 (25%)

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# OPERATIONS COMMITTEE

## AGENDA REPORT

Meeting Date 04/07/10	To Bd. of Dir. 04/28/10
Item Number 4	Item Number 9

Orange County Sanitation District

**FROM:** James D. Ruth, General Manager  
Originator: James D. Herberg  
CIP Project Manager: Christopher MacLeod

### GENERAL MANAGER'S RECOMMENDATION

Approve a contingency increase of \$76,050 (23%) to the Professional Design Services Agreement with MVA Architects, Inc. for North County Collections Yard, Contract No. 15-04, providing for design services for a total contingency of \$125,648 (38%).

### SUMMARY

MVA Architects, Inc. (MVA) has completed 70% level design submittal for the North County Collection Yard, Contract No. 15-04.

Prior to this submittal, Staff requested MVA suspend design efforts to evaluate additional site alternatives. Staff presented a report on the additional site alternatives at the October 2009 Steering Committee Meeting. Staff then presented a subsequent written report at the November 2009 meeting.

During the preparation of the detailed design, new information required additional design work. This work was not included in the original scope of work.

The alternatives report and the results of the design submittal review prompted MVA to request an amendment to the Professional Design Service Agreement (PDSA). Staff requested a cost proposal from MVA for modifications to the scope of work for items needing clarification for proper inclusion into the project. The additional fee for this design work is \$78,000; therefore staff is requesting an additional 23% contingency to cover these costs.

### PRIOR COMMITTEE/BOARD ACTIONS

February 2008 – Board approved Amendment No. 2 to PDSA with MVA Architects, Inc. for an amount of \$245,650, increasing the total amount not to exceed \$330,650, including a contingency of \$49,598 (15%)

## ADDITIONAL INFORMATION

The total additional fee for the study work as well as the design revisions equates to \$78,000 and is described in the tasks described below:

Site Grading and Drainage Revisions and Geotechnical Work (\$26,000) – This additional work effort includes changes to the overall site grading, accommodating railroad and pavement for truck access, and changes to the landscaping and bio-swale designs for storm water management.

Design Changes (\$16,500) – This effort includes adjusting the building floor for drains, and preparation of an alternatives report on using the existing site.

Revisions to Construction Drawings (\$23,000) – This additional work includes relocating the truck wash, structural design changes for grading and floor changes, emergency power switchover equipment, security requirements, and information technology facilities. Perimeter fence and gate access changes were also required due to elevation and pavement changes.

Project Meetings (\$6,000) – Additional project team meetings are required due to the evaluation of additional alternatives.

Conditional Use Permit Revisions (\$6,500) – This effort includes preparation of required plans for adjustments in site grading, drainage, and storm water management.

## CEQA

A Notice of Exemption was filed on February 10, 2010.

## BUDGET/DELEGATION OF AUTHORITY COMPLIANCE

This request complies with authority levels of the Sanitation District's Delegation of Authority. This item has been budgeted. (FY2009-10 Budget Update, Line item: 35, Appendix, Page A-8).

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
02/27/08	\$330,650	\$ 49,598 (15%)
04/28/10		\$ 76,050 (23%)
		\$125,648 (38%) Total

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# OPERATIONS COMMITTEE

## AGENDA REPORT

Meeting Date 04/07/10	To Bd. of Dir. 04/28/10
Item Number 5	Item Number 10

Orange County Sanitation District

**FROM:** James D. Ruth, General Manager  
Originator: Jim Herberg, Director of Engineering  
CIP Project Manager: Hardat Khublall

### GENERAL MANAGER'S RECOMMENDATION

1. Approve Amendment No. 3 to the Professional Services Agreement with Tetra Tech, Inc., providing for additional engineering services for Gisler-Redhill Trunk Improvements, Reach B, Contract No. 7-37, for an additional amount of \$350,000, increasing the total amount not to exceed \$905,779; and,
2. Approve a contingency of \$45,289 (5%).

### SUMMARY

The Orange County Sanitation District's (Sanitation District) 1999 Strategic Plan identified the Gisler-Redhill Trunk Improvements, Reach B, Contract No. 7-37, to be hydraulically deficient. Recently conducted flow monitoring has confirmed that the sewer is flowing approximately 90% full, indicating that peak flows could exceed the capacity of the pipeline.

The original project scope of work includes constructing a parallel interceptor line to increase capacity.

Upon completion of design, plan check submittals were made to the City of Tustin (City) at which time concerns were raised regarding the impacts the project would have on the community. A request was made by the City for the Sanitation District to hold off on the project and to look into alternative means to improve the hydraulic deficiencies in the sewer system.

Following several subsequent meetings with the City and Sanitation District staff, a reduced scope of work including rehabilitation of the existing Gisler-Redhill Trunk Sewer and construction of a cross-over sewer to maximize capacity of the existing system was presented and accepted by the City.

This alternate approach will save an estimated \$8,300,000 in construction costs. This amendment is to provide additional engineering design services to prepare plans and specifications for the revised project scope of work.

## PRIOR COMMITTEE/BOARD ACTIONS

November 2005 – Approval of Amendment No. 2 to the Professional Service Agreement with Tetra Tech, Inc. for \$194,400, increasing the total amount not to exceed \$555,780.

October 2003 – Approval of Amendment No. 1 to the Professional Service Agreement with Tetra Tech, Inc. for \$24,500, increasing the total amount not to exceed \$361,380.

November 2001 – Approval of Professional Services Agreement with Tetra Tech, Inc. for a total amount not to exceed \$336,880.

## ADDITIONAL INFORMATION

The original scope of work for this project included rehabilitation of the Gisler-Redhill Trunk Sewer along Redhill Avenue, and construction of a parallel sewer line at a cost of \$13,300,300. This project was designed to approximately 90% complete plans and specifications when the City became very concerned and objected to its construction, citing the tremendous impacts the project would have on the Redhill Avenue traffic.

The City requested the Sanitation District pursue other alternatives that would avoid severe impacts to Redhill Avenue. The Sanitation District placed the project on hold and evaluated several other alternatives. Following several meetings with the City and Sanitation District staff, a project with a reduced scope of work was presented and accepted at an estimated cost of \$5,000,000. This amendment will authorize the design consultant to proceed with this alternative design.

## CEQA

This project was included in the 1999 Strategic Plan Program EIR, certified on October 27, 1999. A Notice of Determination was filed on October 29, 1999.

## BUDGET/DELEGATION OF AUTHORITY COMPLIANCE

There is no increase to the project budget being requested and the budget is sufficient for the recommended action. (Line Item: FY 9/10 Update, Page A-7, Item 27).

This project did not include a contingency for General Manager to authorize amendments in accordance with the current Delegation of Authority. As a consequence, this amendment is being recommended to the Committee/Board for approval.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
11/16/05	\$555,779	N/A
04/28/10	\$905,779	\$45,289 (5%)
		\$45,289 (5%) Total

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# OPERATIONS COMMITTEE

## AGENDA REPORT

Meeting Date 04/07/10	To Bd. of Dir. 04/28/10
Item Number 6	Item Number 11

Orange County Sanitation District

**FROM:** James D. Ruth, General Manager  
Originator: Jim Herberg, Director of Engineering  
CIP Project Manager: Martin Dix

### GENERAL MANAGER'S RECOMMENDATION

Approve a contingency increase of \$84,000 (6%) to the construction contract with Colich and Sons, Inc., for Bayside Drive Improvement, Contract No. 5-61, for a total contingency of \$168,000 (12%).

### SUMMARY

The Orange County Sanitation District's (Sanitation District) Bayside Drive Improvement Project will rehabilitate a portion of the Bayside Drive Trunk Sewer by installing a structural-cured, in-place lining, and relining existing manholes as necessary.

Through a Reimbursement Agreement with the City of Newport Beach (City), this project will also simultaneously rehabilitate a city sewer tributary to the Bayside Drive Trunk Sewer.

By contract, a portion of the City's sewer was to be cleaned and relined; however, during the course of construction, replacement of the City sewer was required resulting in significant additional costs. Change orders to the City sewer are estimated at \$20,000. The Sanitation District will be reimbursed by the City for this additional cost.

The project is 30% complete and in order to be able to cover any further unexpected field conditions or interferences, staff has determined that the contingency budget of 6% is inadequate and requests an additional contingency of \$84,000 (6%), for a total project contingency of \$168,000 (12%).

### PRIOR COMMITTEE/BOARD ACTIONS

November 2009 – Approved a reimbursement agreement with the City of Newport Beach for construction of the Bayside Drive Improvement Project, in a form approved by General Counsel.

August 2009 – Approved Plans and Specifications for Bayside Drive Improvement, Contract No. 5-61; approved Addendum Nos. 1, 2, and 3 to the plans and specifications; received and filed bid tabulation and recommendation; awarded a construction contract with Colich & Sons, L.P., for Bayside Drive Improvement, Contract No. 5-61, for a total amount not to exceed \$1,400,000; and approved a contingency of \$84,000 (6%).

## ADDITIONAL INFORMATION

None

## CEQA

In August, 2009, the Sanitation District found that the approval of the Plans and Specifications for the Bayside Drive Improvement, Contract No. 5-61, was exempt from the California Environmental Quality Act and is also within the scope of the Program Environmental Impact Report for the Collection System Improvement Plan, SCH #2006101018. The proposed agreement merely facilitates implementation of that prior action.

Accordingly, likewise, the recommended action is statutorily exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.21 and categorically exempt pursuant to CEQA Guidelines 15282(k) because the construction facilitated by the recommended action consists of a pipeline less than one mile in length within a public street or highway and other public rights-of-way for the installation of a new pipeline and/or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, and/or demolition of an existing pipeline.

The recommended action is also categorically exempt pursuant to CEQA Guidelines Section 15301 because it consists of the operation, repair, maintenance, permitting and/or minor alteration of existing public structures, facilities, and/or mechanical equipment, involving no expansion of use beyond that currently existing. The recommended action is also categorically exempt pursuant to CEQA Guidelines Section 15302 because it consists of replacement or reconstruction of existing (below-ground) structures and facilities where the new structure will be located on the same site (within the same right of way) as the structure replaced, and will have substantially the same purpose and capacity as the structure replaced.

## BUDGET/DELEGATION OF AUTHORITY COMPLIANCE

This request for increase in the project contingency complies with authority levels of the Sanitation District's Delegation of Authority. This item has been budgeted (FY 2009-10 Budget Update: Item 22, Page A-7) and the budget is sufficient for the recommended action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
08/26/09	\$1,400,000	\$84,000 (6%)
04/28/10		\$84,000 (6%)
		\$168,000 (12%) Total

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**ADMINISTRATION COMMITTEE**  
**AGENDA REPORT**

Meeting Date 04/14/10	To Bd. of Dir. 04/28/10
Item Number 4	Item Number 13

Orange County Sanitation District

**FROM:** James D. Ruth, General Manager  
Originator: Lorenzo Tyner, Director of Finance and Administration

**GENERAL MANAGER'S RECOMMENDATION**

- 1) Adopt Resolution No. OCSD 10-05, a Resolution of the Board of Directors of the Orange County Sanitation District authorizing the execution and delivery by the District of an Installment Purchase Agreement, Trust Agreement, and Continuing Disclosure Agreement in connection with the execution and delivery of Orange County Sanitation District Certificates of Participation to be referred to as Wastewater Revenue Obligations – Series 2010A, authorizing the execution and delivery of such Revenue Obligations in an aggregate amount of not to exceed \$80,000,000, approving a Notice of Intention to Sell, authorizing the distribution of an Official Notice Inviting Bids and an Official Statement in connection with the offering and sale of such Revenue Obligations and authorizing the execution and delivery of necessary documents and related actions; and,
- 2) That the Orange County Sanitation District Financing Corporation approve the documents supporting and authorizing the Revenue Obligations in an aggregate amount not to exceed \$80,000,000.

**SUMMARY**

The Administration Committee and the Board of Directors have previously authorized the execution and delivery of \$80,000,000 of new Certificates of Participation and approved the financing team consisting of an independent financial advisor, Public Resources Advisory Group (“PRAG”), and bond and disclosure counsel, Fulbright & Jaworski. Woodruff, Spradlin & Smart, the District’s General Counsel, has also been assisting staff.

The purpose of the financing is to provide a portion of the funding required for the capital improvement program of FY 2009-2010 and FY 2010-11. None of the proceeds will be used for operations and maintenance needs. This financing, previously estimated to be \$70 million, is included in the 2009-10 approved budget.

The financing is structured as new fixed rate Certificates of Participation to be referred as Wastewater Revenue Obligations that are to be sold in a competitive sale. The final documents will be presented to the Board and the OCSD Financing Corporation on April 28, 2010, for final approval. Staff and consultants will make a brief presentation and provide an overview of the draft documents and the financing schedule at the Administration Committee meeting. A current financing schedule is attached.

**PRIOR COMMITTEE/BOARD ACTIONS**

March 24, 2010: Approved Resolution declaring District’s intent to reimburse itself for capital outlays from a future long-term financing.

March 24, 2010: Directed staff to initiate process to issue up to \$80,000,000 in new fixed-rate Certificates of Participation (COP) debt.

**ADDITIONAL INFORMATION**

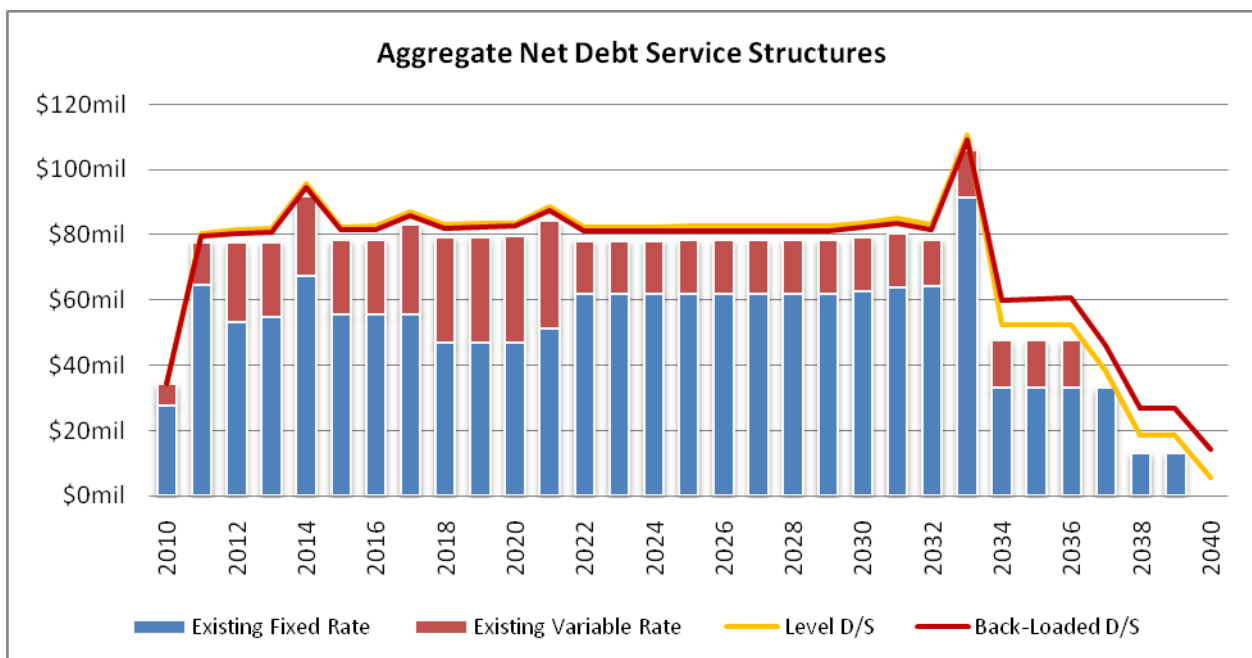
Strategy

Staff is proposing to issue this \$80,000,000 fixed rate debt by competitive sale as opposed to a negotiated sale due to PRAG’s opinion that a competitive fixed rate sale will be less costly to the District. Depending on market conditions and the associated cost savings, all, or a portion, of the debt issuance may be offered as Build America Bonds (“BABs”).

The American Recovery and Reinvestment Act of 2009 created a new financing product, BABs, for the municipal issuer. BABs are issued as higher interest taxable bonds; however, the U.S. Treasury provides a 35 percent subsidy on interest payments. The net cost, after accounting for the 35 percent subsidy payment, frequently results in lower net costs to the issuer, specifically in the maturity years beyond ten years. For example, under current market conditions, the net yield to the District of a 30-year BABs maturity is approximately 4.05% compared to a 30-year tax-exempt borrowing yield of approximately 4.84% (or 79 basis points higher cost). The current net 30-year BABs borrowing yield to the District of 4.05% compares favorably to the District’s past fixed rate borrowing yields shown in the table below:

<b>Series</b>	<b>District 30-Year Yields</b>
Series 2003	5.10%
Series 2007B	4.81
Series 2009A	5.06

The 35 percent subsidy is available for certain debt issuances prior to January 1, 2011. There are a couple of outstanding federal proposals to extend the BABs program beyond 2010; however, these proposals reduce the subsidy from the current 35 percent to lower levels of 28 percent and 33 percent. In the current market, a reduction of the subsidy to 28 percent and 33 percent would increase the 30-year net borrowing cost to the District by 44 and 12 basis points, respectively. Since it is likely the BABs subsidy will be reduced after this calendar year, in order to optimize the funding of the overall capital improvement program, the District could “back-load” the \$80,000,000 of new money borrowing by amortizing debt in the later years. Benefits from back-loading the new money issuance include (1) capturing the higher 35 percent interest subsidy, instead of an anticipated future lower subsidy, and (2) minimizing the risk of rising interest rates by locking in historical low 30-year District borrowing costs (see table above). By back-loading the new money amortization compared to a more traditional level debt service structure (equal payments in each year), the District will save approximately \$1.5 million per year from FY 2010-11 through FY 2032-33; however, net debt service costs will increase by approximately \$8 million per year from FY 2033-34 through FY 2039-40 as shown in the graph below:



If the District back-loads the debt service on the upcoming new money issuance, future debt funding of the capital improvement program would amortize additional principal in FY 2010-11 through FY 2032-33 and reduce principal in FY 2033-34 through FY 2039-40 with the goal of overall level debt service for the District’s capital improvement program.

Based on current market conditions, comparing a back-loaded BABs new money borrowing to a back-loaded tax-exempt structure would result in present value savings to the District of \$9.73 million (12% present value savings) which is well in excess of the

savings the District would ever expect to achieve from a future refunding. If the District would refund and restructure the BABs, it could be very costly; however, staff believes the future need to restructure the BABs is extremely remote. Effectively, by issuing BABs, the District should consider the debt to be non-callable as it would otherwise be very expensive to optionally redeem.

Municipal issuers have sold \$80,000,000 of BABs since the first issuance in April 2009. In addition, nearly 19% of the municipal bond volume was comprised of BABs over the past twelve months. A number of California issuers have already each sold over a billion dollars of BABs, including the State of California, Los Angeles Unified School District, Bay Area Toll Authority, and University of California. California utility issuers that have issued BABs include the Metropolitan Water District of Southern California, Los Angeles Department of Water and Power, San Diego County Water Authority, East Bay Municipal Utility District, and the San Francisco Public Utilities Commission.

#### Legal Authorization and Approvals

The Board of Directors and the Financing Corporation will each be required to adopt separate Resolutions to complete this borrowing. Drafts of these two Resolutions are available for review on the District's webpage, as described in the "Attachments" section below. A Financing Corporation is required by the structure of the COPs and was formed in April 2000, solely to satisfy this need. The Board of Directors of the Corporation is the same as the Board of Directors of the District and the Corporation meets after an adjournment of the OCSD Board.

The OCSD Resolution authorizes the execution and delivery of certain legal documents and the execution and delivery of Certificates of Participation to be referred to as Wastewater Revenue Obligations evidencing principal in an aggregate amount of not to exceed \$80,000,000 all as spelled out in the title as follows:

**"A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY SANITATION DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY BY THE DISTRICT OF AN INSTALLMENT PURCHASE AGREEMENT, A TRUST AGREEMENT, AND A CONTINUING DISCLOSURE AGREEMENT IN CONNECTION WITH THE EXECUTION AND DELIVERY OF ORANGE COUNTY SANITATION DISTRICT CERTIFICATES OF PARTICIPATION TO BE REFERRED TO AS WASTEWATER REVENUE OBLIGATIONS, AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH REVENUE OBLIGATIONS EVIDENCING PRINCIPAL IN AN AGGREGATE AMOUNT OF NOT TO EXCEED \$80,000,000, APPROVING A NOTICE OF INTENTION TO SELL, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL NOTICE INVITING BIDS AND AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH REVENUE OBLIGATIONS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY DOCUMENTS AND RELATED ACTIONS."**

The Resolution of the Corporation is somewhat shorter and simpler. It authorizes three actions that are similarly enumerated in the title as follows:

“A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY SANITATION DISTRICT FINANCING CORPORATION AUTHORIZING THE EXECUTION AND DELIVERY BY THE CORPORATION OF AN INSTALLMENT PURCHASE AGREEMENT AND A TRUST AGREEMENT IN CONNECTION WITH THE EXECUTION AND DELIVERY OF ORANGE COUNTY SANITATION DISTRICT CERTIFICATES OF PARTICIPATION TO BE REFERRED TO AS WASTEWATER REVENUE OBLIGATIONS; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH REVENUE OBLIGATIONS EVIDENCING PRINCIPAL IN AN AGGREGATE AMOUNT OF NOT-TO-EXCEED \$80,000,000 AND; AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY DOCUMENTS AND RELATED ACTIONS.”

Following is a chart listing the remaining steps to be completed for the issuance of the new money debt issuance:

<b>April</b>	<input type="checkbox"/> Finalize debt service and cash flow modeling
	<input type="checkbox"/> Board approval of legal and disclosure documents
	<input type="checkbox"/> Rating Agency Presentations
<b>May</b>	<input type="checkbox"/> Marketing and Sale through a Competitive Sale Process
	<input type="checkbox"/> Execute up to \$80 million Fixed-Rate debt issue
	<input type="checkbox"/> Investment of Bond Proceeds
	<input type="checkbox"/> Debt Administration

## **BUDGET / DELEGATION OF AUTHORITY COMPLIANCE**

N/A

## **ATTACHMENTS**

Bond documents may be viewed on OCSD's webpage:

<http://www.ocsd.com/about/boardofdirectors/agendanminutes.asp>. Following are the bond documents included on the OCSD webpage:

1. District Resolution
2. Corporation Resolution
3. Draft Trust Agreement
4. Draft Installment Purchase Agreement
5. Draft Continuing Disclosure Agreement
6. Draft Preliminary Official Statement
7. Draft Official Notice Inviting Bids
8. Draft Notice of Intention to Sell

# BOARD OF DIRECTORS

## AGENDA REPORT

Meeting Date	To Bd. of Dir. 04/28/10
Item Number	Item Number 15

Orange County Sanitation District

**FROM:** James D. Ruth, General Manager  
Originator: Jim Herberg, Director of Engineering

### GENERAL MANAGER'S RECOMMENDATION

Approve Amended Joint Exercise of Powers Agreement for the Development, Operation, and Maintenance of the Groundwater Replenishment System and Green Acres Project.

### SUMMARY

The Initial Expansion of the Groundwater Replenishment (GWR) System will increase the GWR System's production capacity from 70 million gallons per day (mgd) to 100 mgd.

Under the new Amended Agreement, the Orange County Water District (Water District) will be responsible for funding the design, construction, and operation of the Initial Expansion of the GWR System anticipated to start operations in 2014. Terms of the new Amended Agreement are summarized in the Additional Information Section below.

This Amended Agreement is intended to replace most provisions of the 2002 Agreement while, at the same time, preserving the necessary rights and obligations for future operations.

### PRIOR COMMITTEE/BOARD ACTIONS

January 2009 – Adopted Resolution No. 09-01, Supporting the Water District Development of the Initial Expansion of the GWR System.

### ADDITIONAL INFORMATION

Staff has developed a list of terms or guiding points that will set the basis for the Agreement, as follows:

In order to maintain the continuity of the working arrangement between the Sanitation District and the Water District, the GWR System Steering Committee and the associated governing body will remain unchanged. The Chair and Vice Chair will alternate between the Sanitation District and the Water District every year.

The leases that were entered into in the original 2002 Agreement will remain in place with the addition of a new area on the Sanitation District property that has the potential to be utilized for flow equalization. The lease will be given to the Water District for a nominal sum (\$1.00) and the property will be given back to the Sanitation District if the need arises.

The cost of the GWR System Initial Expansion, including flow equalization, will be incurred entirely by the Water District. The Sanitation District has agreed to pay for indirect costs associated with the expansion, such as additional source control and additional treatment of returned reject streams. Each agency will also pay for their respective operational costs.

The Water District will remain responsible for maintaining peak wet weather flow relief of 100 mgd for the Sanitation District.

The Sanitation District will grant the Water District the first right of refusal for up to 150 mgd of wastewater from the Sanitation District Plant No. 1, provided such flow is available, and has also committed to provide the Water District with the highest amount of high quality water available.

Up to 1 mgd of reclaimed water will be provided to the Sanitation District for plant usage free of charge.

Staff believes that these terms will better detail the Water District and the Sanitation District responsibilities as we move forward with our respective planned improvements, and will be a significant benefit to both agencies.

## **CEQA**

The Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the GWR System was certified by the Sanitation District and the Water District Board of Directors on March 24, 1999. Addendum No. 1 was approved on March 28, 2001. Addendum No. 2 was approved by the Sanitation District on January 23, 2002, and by the Water District on January 16, 2002. This amended Agreement is within the scope of the activities considered in those documents.

## **BUDGET/DELEGATION OF AUTHORITY COMPLIANCE**

This request complies with authority levels of the Sanitation District's Delegation of Authority. This item is projected to result in reduced budget expenditures by the Sanitation District compared with the existing Agreement.

## **ATTACHMENT**

1. Amended Joint Exercise of Powers Agreement

JDH:JB:gc

**AMENDED JOINT EXERCISE OF POWERS AGREEMENT FOR THE  
DEVELOPMENT, OPERATION AND MAINTENANCE OF  
THE GROUNDWATER REPLENISHMENT SYSTEM  
AND THE GREEN ACRES PROJECT**

This Amended Joint Exercise Of Powers Agreement for the Development, Operation And Maintenance Of The Groundwater Replenishment System and the Green Acres Project (“Agreement”) is made and entered into between the Orange County Water District (the “Water District”) and the Orange County Sanitation District (the “Sanitation District”). The Water District and the Sanitation District are sometimes collectively referred to in this Agreement as the “Parties,” and individually referred to as each “Party.”<sup>1</sup> The Agreement shall be effective as of the \_\_\_\_ day of April, 2010.

**RECITALS**

This Agreement is based on the following facts, mutual understandings and intentions of the Parties:

A. The Parties entered into an agreement dated November 12, 2002 entitled “Joint Exercise of Powers Agreement for the Development, Operation and Maintenance of the Groundwater Replenishment System and the Green Acres Project” (“Original 2002 Agreement”). The Original 2002 Agreement sets forth (1) certain rights and obligations relating to the planning, design, construction, operation, and maintenance of the Groundwater Replenishment System (“System”) and (2) certain rights and obligations relating to the operation of the Green Acres Project and the Water District’s sale of Reclaimed Water to the Sanitation District. The Parties amended the 2002 Agreement on October 15, 2003 and April 26, 2006. (The Original 2002 Agreement, as amended on October 15, 2003 and April 26, 2006, is hereinafter referred to as the “2002 Agreement”)

B. Pursuant to the 2002 Agreement, the Parties have planned, designed, and constructed the System. The System commenced operation on January 10, 2008, and has operated continuously since that date. The Parties have received numerous awards from regional, national, and international bodies for their pioneering work in the planning, design, construction, and operation of the System.

C. The Water District is planning to expand the System, at its own expense, by expanding the production capacity of the AWT Facilities and related post-treatment facilities (the “Initial Expansion”). As currently planned, the Initial Expansion will increase the System’s production capacity from 70 million gallons per day (“mgd”) to 100 mgd. The Water District shall be solely responsible for the planning, design, construction, and operation of the Initial Expansion. On June 17, 2009, the Board of Directors of the Water District approved an agreement for engineering design services for the Initial Expansion.

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<sup>1</sup> Unless otherwise required by the context in which any defined term appears, capitalized terms shall have the meanings specified in Exhibit A hereto.



D. The Initial Expansion may include construction of two 7.5 million gallon above-ground storage tanks in order to hold excess Specification Influent. Construction of the storage tanks will facilitate operation of the System at a higher capacity by using Specification Influent stored in the storage tanks to supplement Specification Influent delivered by the Sanitation District during low flow periods.

E. The Sanitation District is constructing improvements to the secondary treatment system at Reclamation Plant No. 1. This project, known as project P1-102, will increase Reclamation Plant No. 1's secondary treatment capacity by 60 mgd. The increased effluent flow made possible by project P1-102 is necessary to provide sufficient flow to serve the System as expanded through the Initial Expansion. The Sanitation District is also planning another project at Reclamation Plant No. 1, known as project P1-101. Project P1-101 will increase the sludge dewatering capacity at Plant No. 1 in order to accommodate the increased flow made possible by project P1-102.

F. This Agreement is intended to replace the 2002 Agreement while, at the same time, preserving all of the rights and obligations set forth in those portions of the 2002 Agreement that are incorporated herein by reference. Without limiting the foregoing, the Parties acknowledge both that (i) the Water District's covenants under this Agreement are supported by, among other consideration, the Sanitation District's covenant to fund one-half the cost of planning, designing, and constructing of the System as it exists today pursuant to the 2002 Agreement, and (ii) the Sanitation District's covenants under this Agreement are supported by, among other consideration, the Water District's covenant to pay one-half the cost of planning, designing, and constructing of the System as it exists today pursuant to the 2002 Agreement, and the Water District's covenant to pay all of the operations and maintenance costs of the System since it commenced operation on January 10, 2008.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing facts recited and the mutual goals and objectives contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth in the 2002 Agreement are incorporated herein by reference as though fully set forth in this Agreement.

### **I. Existing Agreements.**

2. Incorporation of Articles I and II. Article I, Sections 1 and 2, of the 2002 Agreement are incorporated herein by reference as though fully set forth in this Agreement.

### **II. Planning, Design, and Construction.**

3. Incorporation of Article II. Article II, Sections 3 through 27 inclusive, of the 2002 Agreement are incorporated herein by reference as though fully set forth in this Agreement.

4. Initial Expansion. Except as otherwise agreed by the Parties in writing, the Water District shall be solely responsible for the funding, implementation, planning, design, and construction of the Initial Expansion.

### **III. Ownership of Interests**

5. Water District's Property Ownerships. Except as otherwise set forth herein or by separate instrument executed by the Parties, the Water District shall hold title to and own all System facilities, including the AWT Facilities and the Initial Expansion facilities, that are located within the boundaries of the Water District's property. In addition, the Water District shall hold title to and own the GWRS Pipeline and ancillary and related facilities, including water percolation facilities, seawater intrusion barrier injection wells, and transmission pipeline facilities to deliver the GWRS water to the Water District's seawater intrusion barrier injection wells. The Water District also holds title to and owns all easements and rights-of-way obtained or to be obtained for the installation, operation and maintenance of all System facilities.

6. Sanitation District Property Ownerships. Except as otherwise set forth herein or by separate instrument executed by the Parties, the Sanitation District shall hold title to and own all Sanitation District facilities located within the Sanitation District's property that treat and transmit wastewater to the Water District as Specification Influent.

7. Ownership of Wastewater. The Sanitation District shall hold title to and own all wastewater treated at the Sanitation District's property, including the rights to wastewater generated outside of the boundaries of the Water District, up to the point of delivery of such wastewater as Specification Influent to the Water District.

8. Ownership of GWRS Water. The Water District shall hold title to and own all Specification Influent received from the Sanitation District, and all rights to the GWRS Water produced by the System. Any revenues derived from the use or sale of GWRS Water that is not set forth in this Agreement shall be the sole property of the Water District.

### **III. Operation and Maintenance.**

9. Article III Deleted. Article III of the 2002 Agreement, Sections 28 to 61, is deleted in its entirety and replaced with the provisions of this Article III.

A. The Water District's Operations and Maintenance Obligations.

10. Water District Operation and Maintenance. The Water District shall, at its sole cost and expense, provide, or cause to be provided, all tools, equipment, vehicles, materials, supplies and qualified personnel necessary to operate and maintain the screening facilities located on Sanitation District property, feed pipelines to the AWT Facilities located on Sanitation District property, the AWT Facilities, the GWR Pipeline, the seawater barrier injection wells and all other System facilities constructed pursuant to this Agreement. Notwithstanding the foregoing, the Water District shall not be obligated to operate and maintain the Sanitation District's trickling filters, Steve Anderson Lift Station, or related diversion facilities. The Sanitation hereby transfers ownership, operation and maintenance responsibilities for the trickling filter meter, valves, vault, and appurtenances on the Sanitation District property to the Water District, excluding the underlying property rights, as part of this Agreement. These transferred facilities become subject to the same rights and responsibilities of the other Water District facilities on Sanitation District property.

11. Operation of the AWT Facilities and the Green Acres Project. At its sole cost, the Water District shall operate the AWT Facilities and the Green Acres Project. The Water District shall use its best efforts to operate the AWT Facilities without total plant shutdowns except for scheduled maintenance. No total shutdown (excluding a shutdown mandated by a regulatory agency, or conditions outside of the reasonable control of the Water District) of the AWT Facilities will be permitted without a 48-hour written notice to the Sanitation District and receipt of the Sanitation District's concurrence. In the event of a dispute, the Parties shall exercise the procedures described in Section 45. In the event the groundwater basin is unable to receive the Product Water from the treatment of Specification Influent, the Parties shall meet to determine other ways to provide the Sanitation District with an outlet for its wastewater flows.

12. Acceptance of Non-Specification Influent. The Water District shall use its best efforts to accept secondary treated wastewater from the Sanitation District that does not meet the standards for Specification Influent, in the event the Specification Influent becomes unavailable due to unforeseen circumstances not reasonably anticipated by the Sanitation District. Notwithstanding the foregoing, the Water District may reject and refuse to accept any wastewater not meeting the standards for Specification Influent if the Water District reasonably determines either that such wastewater not meeting the standards for Specification Influent may cause substantial damage to the AWT Facilities or other System facilities, or that the Water District is unable to treat and dispose of such wastewater in compliance with applicable law and the permits and approvals governing the use of GWRS Water.

13. Acceptance of Peak Flows. The Water District shall routinely operate all System components, and otherwise maintain all System components in a state of readiness, so the System will be able to accept Peak Flows of Specification Influent. The Water District shall accept Peak Flows of Specification Influent from the Sanitation District. Before the Initial Expansion is completed and operational, the following procedure shall apply to the acceptance of Peak Flows. Commencing upon the earlier of (i) twelve (12) hours after the System commenced accepting Peak Flows of Specification Influent, and (ii) the time at which the Sanitation District reduces the flow of Specification Influent to the System to below one hundred and four (104) mgd, the Water District shall not be obligated to accept Peak Flows for the subsequent seventy-two (72) hour period. The Sanitation District shall provide the Water District with prior notice of the Sanitation District's intent to send Peak Flows of Specification Influent to the Water District, which notice shall follow one of the formats described in the Integrated Emergency Response Plan and Joint Operating Procedures. After the Initial Expansion is completed and operational, this procedure shall no longer apply, and the Water District shall accept Peak Flows without prior notice by the Sanitation District, and without any seventy-two hour cessation period. Once a year, upon two week's prior notice, the Sanitation District may request that the Water District test the System's capability to accept Peak Flows of Specification Influent. Such test shall consist of running the System for eight (8) continuous hours, accepting an hourly equivalent of Specification Influent of one hundred and twenty-eight (128) mgd. The Sanitation District shall provide sufficient Specification Influent for the test. Notwithstanding the foregoing, if the Sanitation District's General Manager or designee agrees in advance in writing, the Water District may temporarily reduce the System's capability to accept Peak Flows of Specification Influent. The Sanitation District's General Manager or designee must approve in writing both the amount and duration of any such reduction in capability.

14. Electrical Power Supply. Throughout the life of the System, the Water District shall ensure a reliable source of electrical power to preclude disruption of System operations by

securing and maintaining two independent 66-kV lines from Southern California Edison, or by securing and maintaining an alternative, equally reliable type, system or provider of electrical service.

15. Reclaimed Water Service to the Sanitation District. Prior to January 15, 2012, the Water District shall deliver to the Sanitation District up to 4,650 acre-feet per year of Reclaimed Water. The Water District may suspend deliveries of reclaimed water from the Green Acres Project on 30 minutes advance notice if the secondary treated wastewater received from the Sanitation District does not meet the standards for Specification Influent.

Currently, the Sanitation District pays to the Water District one hundred and seventy four dollars and twenty cents (\$174.20) per acre-foot for Reclaimed Water. For all Reclaimed Water delivered, this rate shall be adjusted annually on June 30 by the lower of (i) the change in the U.S. Consumer Price Index for Los Angeles – Riverside – Orange County for the preceding year or (ii) 2.5%.

After January 15, 2012, the Water District shall deliver to the Sanitation District, at no cost to the Sanitation District, up to 1,120 acre feet per year of reclaimed water from the Green Acres Project.

The Water District shall provide the Reclaimed Water at an average flow of 1 MGD and a pressure of no less than 105 pounds per square inch gauge (PSIG). The Sanitation District may purchase additional Reclaimed Water from the Water District after January 15, 2012, in excess of 1,120 acre feet per year. The rate for any additional purchase of water shall be calculated pursuant to above. In fulfilling its obligations under this Section 15, the Parties anticipate that the Water District will generally use Reclaimed Water from the Green Acres Project. In the event that Reclaimed Water from the Green Acres Project is not available, the Water District shall provide substitute water from another source. If the Sanitation District is obligated to pay for the substitute water pursuant to Section 15, the Sanitation District shall pay the lesser of (a) the rate calculated pursuant to Section 15, or (b) the Water District's actual cost acquiring the substitute water. Notwithstanding the foregoing, however, if the Water District elects to substitute water produced by the System, the Sanitation District shall not pay the actual cost of producing the water, but shall instead pay the rate calculated pursuant to above."

16. Discharge of Excess Reclaimed Water. Until January, 2012, during certain winter months, the Water District will have excess Reclaimed Water for discharge into the Sanitation District's ocean outfall, as a condition of the Water District's "Basic Integrated Reuse Project Agreement," dated July 17, 1996, with Irvine Ranch Water District ("IRWD") and City of Newport Beach. The discharge may be up to four (4) million gallons per day. The cost of constructing the discharge pipeline connecting to the ocean outfall, the cost of metering facilities, the cost of monitoring, and the unit cost for discharge to the outfall shall be borne as agreed pursuant to the Agreement for Operation of Green Acres Project Intertie and Outfall Connection, dated April 15, 1998, by and among the Sanitation District, the Water District, IRWD and the City of Newport Beach.

17. Metering, Measurement of Flows and Invoices. The Sanitation District agrees that at the Sanitation District's locations where Reclaimed Water is used exclusively, the Water District, at its own expense, shall provide a control valve (or valves) and a meter for the purpose

of measuring the quantity of Reclaimed Water delivered under the terms of this Agreement. The Sanitation District acknowledges and agrees that the Water District may read the Reclaimed Water service meter(s) and record Reclaimed Water usage for the Sanitation District on a monthly basis. The Sanitation District shall provide all necessary assistance to the Water District in gaining access to the service meter(s) to take readings. The Water District shall pay the City of Fountain Valley and/or Huntington Beach any meter reading charges mandated by either City.

18. Water Quality Monitoring. The Water District and the Sanitation District shall establish, implement and maintain a written water quality monitoring program for the following: (a) the wastewater delivered from the Sanitation District to the Water District pursuant to Section 27 of this Agreement; (b) the waste streams discharged from the AWT Facilities and the Green Acres Project and delivered to the Sanitation District pursuant to Section 30 of this Agreement; and (c) the Reclaimed Water that the Water District will deliver to the Sanitation District pursuant to Section 15 of this Agreement. The monitoring program shall include daily turbidity samples for all brine wastes.

19. System Staff and Contractors. The Water District shall recruit, select, employ, and supervise all staff employees and/or contractors retained to provide services for the operation and maintenance of the System, including but not limited to any regular fulltime, temporary, part-time or limited term employees.

20. System Modifications. During operation of the System, the Water District shall not modify, either temporarily or permanently, any aspect of the System that would impair the System's ability to accept Specification Influent in the amounts required by this Agreement.

21. NPDES Permit. The Water District shall maintain a valid National Pollutant Discharge Elimination System ("NPDES") permit authorizing the discharge of treated water from the System to the receiving waters of the State of California. The Water District shall, at its sole cost and expense, (a) defend any regulatory or citizen enforcement actions that may arise out of alleged violations of the NPDES permit caused by operation of the System, except to the extent such actions result from the receipt of non-Specification Influent from the Sanitation District and (b) pay any fines or civil penalties levied as a result of any such enforcement actions and/or any amounts tendered in settlement of such enforcement actions. To the extent such actions result from the receipt of non-Specification Influent from the Sanitation District, the Sanitation District shall, at its sole cost and expense, (a) defend such actions, and (b) pay any fines or penalties levied as a result of such actions and/or any amounts tendered in settlement of such actions.

22. Water Reclamation Permit. The Water District shall maintain a valid Water Reclamation Permit from the Regional Water Quality Control Board authorizing the treatment and reuse of the System's water.

23. Regulatory Reporting. The Water District shall have sole responsibility for preparing and filing all reports in connection with the System that may be required by applicable laws and/or regulatory agencies. The Sanitation District shall provide such information as necessary for the preparation of such reports as may be reasonably requested by the Water District.

24. Monthly and Annual Reports. The Water District shall submit to the Sanitation District all monthly reports prepared by the Water District summarizing the System's operation and maintenance activities. The Water District shall also submit to the Sanitation District all annual reports prepared by the Water District summarizing the System's operation and maintenance activities. The Water District shall also provide all other written reports prepared by the Water District regarding System management, operation, maintenance, asset management, and repair and long-term rehabilitation or replacement as the Sanitation District may reasonably request from time to time.

25. Annual Budgets. The Water District shall prepare and submit its draft annual budgets for the System's operation and maintenance and capital expenditures to the Sanitation District for review and advisory comments by the Sanitation District.

26. Compliance with Laws. In operating, managing, maintaining and repairing the System's facilities, the Water District shall strictly comply with the requirements of all permits and licenses and all applicable federal, state and local statutes, ordinances, rules and regulations governing the operation and maintenance of the System.

B. The Sanitation District's Operations and Maintenance Obligations.

27. Delivery and Quality of Wastewater. The Sanitation District shall offer to the Water District, and the Water District shall have a right of first refusal for, up to 150 mgd of Specification Influent at no cost to the Water District, for treatment in the System and the Green Acres Project, as long as sufficient wastewater flow is available from Reclamation Plant No. 1. The Sanitation District shall use its best efforts to maximize the amount of Specification Influent available for the System. The Sanitation District shall also use its best efforts to direct the highest quality wastewater to the Sanitation District's Plant No. 1 for treatment and transmission to the System, bypassing lower quality wastewater where possible to the Sanitation's District Plant No. 2. The Sanitation District shall provide a continuous minimum flow of 30 million gallons per day of Specification Influent to the AWT Facilities, except as mutually planned and scheduled. The "quality" of wastewater for purposes of this section and section 29 is based on those factors that adversely affect the performance of the System or Green Acres Project, such as total dissolved solids, total organic carbon, n-nitrosodimethylamine, and 1,4 Dioxane. The Sanitation District shall confer with the Water District if the Sanitation District intends to make a major change in the source of wastewater, future planning, operations or chemical use for Plant No. 1 at least thirty (30) days before such a change.

28. Costs of Specification Influent. The Sanitation District shall pay all capital, operations and maintenance costs of providing Specification Influent to the Water District pursuant to Section 27.

29. Industrial Pretreatment and Pollution Source Control Program. The Sanitation District shall maintain a comprehensive industrial wastewater pretreatment and pollutant source control program for controlling the discharge of wastes from point sources that could adversely affect the System's water quality or production. The Sanitation District shall comply with all applicable legal requirements with respect to its source water control program.

30. Acceptance of Waste Streams to be Discharged to the Sanitation District. The Sanitation District shall, at no charge to the Water District, accept all waste streams discharged from the AWT Facilities and the Green Acres Project.

31. Lease of Space for Storage Tanks. In the event that the Initial Expansion requires construction of two 7.5 million gallon storage tanks for the storage of Specification Influent as described in Recital D above, the Sanitation District shall site the tanks as shown in Exhibit G. The Sanitation District shall offer to lease that property to the Water District for the construction, at the Water District's expense, of two 7.5 million gallon storage tanks. The rent for the storage tank property shall be the nominal amount of \$1 per year. The Sanitation District may terminate the lease at any time upon five (5) years' notice to the Water District, if the Sanitation District determines that it requires the storage tank property for Sanitation District plant upgrades. The Water District shall be responsible for removal of the tanks and restoring the site to the original condition.

32. Compliance with Laws. In operating, managing, maintaining and repairing the facilities to provide Specification Influent to the Water District, the Sanitation District shall strictly comply with the requirements of all permits and licenses and all applicable federal, state and local statutes, ordinances, rules and regulations governing the operation and maintenance of such facilities.

C. Joint Operations and Maintenance Obligations.

33. Ownership of Green Acres Project Reclaimed Water Facilities. The Sanitation District shall own, operate and maintain at its own expense all wastewater treatment facilities that lie within the boundaries of the Sanitation District's two plants, specifically excluding the Water District's pump station at Plant No. 1 and metering facilities at the Sanitation District's Plant No. 2. The Water District shall own, operate and maintain at its own expense all other reclaimed water facilities that are part of the Green Acres Project, or in the future are operated by the Water District to produce Reclaimed Water under the Green Acres Project.

34. Costs of Addressing Newly Discovered Contaminants. The Parties acknowledge that the AWT Facilities are designed to remove n-nitrosodimethylamine and 1,4 Dioxane from Specification Influent based upon maximum allowable influent concentrations. In the event that, in the future, any Newly Discovered Contaminants are identified in the Specification Influent that require removal to meet GWRS standards, the Water District and the Sanitation District will meet and confer in good faith regarding (a) the appropriate type of source control and/or water treatment needed to address the Newly Discovered Contaminants; (b) the appropriate sharing of costs for the construction and operation of any necessary treatment facilities; and/or (c) the development and implementation of additional source control strategies.

35. Further Conditioning or Treatment of Waste Streams to be Discharged to the Sanitation District. If the Sanitation District's outfall NPDES permit requires conditioning or further treatment of waste streams accepted from the Water District by the Sanitation District pursuant to Section 30 before it can be discharged to the Sanitation District's facilities, the Parties shall meet and confer regarding (a) the appropriate type of conditioning or further treatment, and (b) the appropriate arrangement for sharing the capital and operating costs of conditioning or further treatment.

36. Reduction in Wastewater Supply. In the event significant wastewater supply changes occur as a result of insufficient volumes of wastewater being collected by the Sanitation District's system which individually or in sum result in a reduction of the waste water flow to the Sanitation District's Reclamation No. 1 to below one hundred and four (104) mgd (including only wastewater from approved reclamation sources) the Parties shall meet and confer in good faith regarding (a) the design and construction of additional diversion facilities to increase or redirect wastewater flows to Reclamation Plant No. 1 for processing as Specification Influent, and (b) the appropriate allocation of costs for the design and construction of any such diversion facilities. Any such additional facilities shall be owned by the Sanitation District.

37. Other Costs. In the event that new quality or quantity discharge requirements are imposed by law or regulation that increase the cost to either Party to perform its obligations under this Agreement, the Parties shall meet to determine the most effective method of addressing such requirements. If the Parties cannot agree, any dispute will be resolved pursuant to Section 45. The cost of addressing such requirements shall be shared equally by the Parties.

38. Security. The Sanitation District shall comply with any and all security provisions adopted or instituted by the Water District with respect to access into and across Water District property. Likewise, the Water District shall comply with any and all security provisions adopted or instituted by the Sanitation District, with respect to access into and across Sanitation District property. Also, the Sanitation District and the Water District agree to conduct a joint security vulnerability assessment of the joint campus every five (5) years, or sooner, based on changing circumstances and knowledge of a threat. The main purpose of the assessment is to analyze any security vulnerabilities and recommend cost effective security measures. This includes ensuring that persons at the site (employees, vendors, public, etc.) are made aware of acceptable paths of travels, emergency contact information, and general access provisions and restrictions.

39. Insurance. Each Party shall furnish and maintain the following insurance coverage, provided that such coverage is available on commercially reasonable terms:

(a) Workers' Compensation	In accordance with the Workers' Compensation Act of the State of California – Minimum of \$1,000,000
(b) Public Liability, in the form of either Comprehensive General Liability or Commercial Liability written on a per-occurrence basis	\$2,000,000 Combined Single Limit per occurrence, with \$5,000,000 aggregate for bodily injury, death and property damage
(c) Automobile Liability, including non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence

Each Party shall name the other Party as an additional named insured on all of the above listed policies (other than Worker's Compensation). Each Party shall furnish certificates of insurance showing coverage to the other Party. Where a Party, by its Board of Directors approval, has elected to partially or fully self-insure any of the above required coverages, it shall provide to the other Party all the relevant written policies and actions to establish said programs.



40. Independent Contractor Status. The Parties agree that, in operating and maintaining the System, the Water District is, and shall be, acting at all times as an independent contractor, and all employees of the Water District are solely employees of the Water District and not the agents or employees of the Sanitation District. The Parties further agree that, in operating and maintaining the facilities to provide Specification Influent to the System, the Sanitation District is, and shall be, acting at all times as an independent contractor, and all employees of the Sanitation District are solely employees of the Sanitation District and not the agents or employees of the Water District.

41. Joint Steering Committee Review of Operations. The Joint Cooperative Committee described in Section 8 of the 2002 Agreement shall continue in existence during the operational phase of the System, but shall be renamed the "Joint Steering Committee." The Joint Steering Committee shall be constituted as described in Section 8 of the 2002 Agreement, and shall be subject to the rules of procedure described in Section 8 of the 2002 Agreement. At its first meeting of each calendar year the members of the Joint Steering Committee shall elect a chair and vice-chair, one from each District. The chair and vice-chair shall alternate between the Districts every year. The Joint Steering Committee shall establish the time and date for its regular meetings, and shall hold special or adjourned meetings as it deems appropriate. The Joint Steering Committee shall serve as an advisory body for the governing boards of the Water District and the Sanitation District, and shall make any recommendations regarding System operations that it deems appropriate. The Joint Steering Committee shall also attempt to mediate any dispute between the Water District staff and the Sanitation District staff as described in Section 45 of this Agreement.

#### **IV. Term and Termination.**

42. Deletion of Section 62. Section 62 of the 2002 Agreement is hereby deleted in its entirety.

#### **V. Events of Default; Dispute Resolution.**

43. Deletion of Article V. Article V of the 2002 Agreement is hereby deleted in its entirety, and replaced with the provisions of this Article V.

44. Event of Default. The failure of a Party to comply with any provision of this Agreement that has a material and adverse effect on the other Party, except to the extent caused by a breach of this Agreement by the other Party, shall constitute an Event of Default under this Agreement; provided, however, that the defaulting Party shall first have a period of thirty (30) days following receipt of notice from the other Party of such failure to comply to cure such failure, or if such cure cannot be effected within such thirty (30) day period, such period shall extend for a total of one hundred eighty (180) days, so long as the defaulting Party is diligently trying to cure such failure throughout such period.

45. Dispute Resolution. Staffs of both Parties shall meet and use their best efforts to settle any dispute, claim, question or disagreement ("Dispute") arising from or relating to this Agreement. To that end, staffs of both Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such a solution within a period of thirty (30) days after the first meeting of the staff regarding a Dispute, then the Parties shall convene a

meeting of the Joint Steering Committee within sixty (60) days after the first meeting of the staff regarding a Dispute and attempt to settle the Dispute before the Joint Steering Committee at the meeting. If the Parties do not settle the Dispute within five (5) calendar days after the Joint Steering Committee meeting, either Party may pursue any and all legal and equitable remedies that may be available.

## **VI. Miscellaneous.**

46. Deletion of Section 67. Section 67 of the 2002 Agreement is deleted in its entirety, and replaced with Section 41 of this Agreement.

47. Incorporation of Specified Miscellaneous Provisions. Sections 68, 69 and 71 through 81 inclusive of the 2002 Agreement are incorporated herein by reference as though fully set forth in this Agreement. Section 70 of the 2002 Agreement is deleted, and replaced with the following notice provision:

48. Notices. All notices to the Sanitation District required or permitted under this Agreement shall be in writing and shall be deemed delivered (i) when delivered in person, (ii) on the third day after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt requested); (iii) on the day after mailing if sent by a nationally recognized overnight delivery service which maintains records of the time, place, and recipient of delivery; (iv) upon receipt of a confirmed transmission, if sent by telex, telecopy or facsimile transmission; or (v) via electronic mail provided the sender's system is capable of creating a written record of such notice and its receipt in each case to the parties at the following addresses or to other such addresses as may be furnished in writing by one party to the other:

Orange County Sanitation District  
10844 Ellis Street  
Fountain Valley, CA 92708-7018

Telecopier: 714-962-0356

E-Mail: [jruth@ocsd.com](mailto:jruth@ocsd.com)  
Attention: General Manager

With a copy to:

District General Counsel, who is presently:  
Bradley R. Hogin  
Woodruff, Spradlin & Smart  
555 Anton Boulevard, Suite 1200  
Costa Mesa, CA 92626

Telecopier: 714-415-1006

E-Mail: [bhogin@wss-law.com](mailto:bhogin@wss-law.com)

All notices to the Water District required or permitted under this Agreement shall be in writing and shall be deemed delivered (i) when delivered in person; (ii) on the third day

after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt required); (iii) on the day after mailing if sent by a nationally recognized overnight delivery service which maintains records of the time, place, and recipient of deliver; (iv) upon receipt of a confirmed transmission, if sent by telex, telecopy or facsimile transmission; or (v) via electronic mail provided the sender's system is capable of creating a written record of such notice and its receipt in each case to the parties at the following addresses or to other such addresses as may be furnished in writing by one party to the other:

Orange County Water District  
18700 Ward Street  
Fountain Valley, CA 92708-8300

Telecopier: 714-378-3373

E-Mail: [mmarkus@ocwd.com](mailto:mmarkus@ocwd.com)  
Attention: General Manager

With copy to:

District General Counsel, who is presently:

Joel D. Kuperberg, Esq.  
Rutan & Tucker, LLP  
611 Anton Boulevard, Suite 1400  
Costa Mesa, CA 92626

Telecopier: 714-546-9035

E-Mail: [jkuperberg@rutan.com](mailto:jkuperberg@rutan.com)

## **VII. Exhibits.**

49. Deletion of Exhibit A. Exhibit "A" to the 2002 Agreement is deleted in its entirety, and replaced with Exhibit "A" attached hereto and incorporated herein by reference.

50. Incorporation of Exhibits B, C, D, and E. Exhibits B, C, D, E, and F to the 2002 Agreement are incorporated herein by reference as though fully set forth in this Agreement.

51. New Exhibit G. New Exhibit "G" is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

ORANGE COUNTY SANITATION DISTRICT

By: \_\_\_\_\_  
Chair, Board of Directors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Bradley R. Hogin  
General Counsel  
Orange County Sanitation District

ORANGE COUNTY WATER DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
General Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Joel Kuperberg  
General Counsel  
Orange County Water District

## **Exhibit A Definitions**

1. “AWT Facilities” means the advanced wastewater treatment facilities constructed by the Parties on the Water District’s and Sanitation District’s property in Fountain Valley.
2. “Cooperative Agreement” means the Cooperative Agreement for Project Planning for Orange County Reclamation Project, entered into by the Parties in February of 1997.
3. “Effective Date” means the date of this Agreement.
4. “General Managers” means the general managers of the Water District and the Sanitation District.
5. “Governing Boards” means the Board of Directors of the Water District and the Board of Directors of the Sanitation District.
6. “Green Acres Project” means Reclaimed Water processed at the Water District’s Green Acres wastewater reclamation facility, or successor facilities used by the Water District.
7. “Groundwater Replenishment System” or “System” means the system more specifically describe in Exhibit B.
8. “GWR Pipeline” means the pipeline constructed to convey Product Water from Fountain Valley to the Water District’s spreading basins.
9. ““Joint Cooperative Committee” or “Joint Steering Committee” means the Joint Cooperative Committee previously established under the Cooperative Agreement and continued under this Agreement.
10. “NTU” means nephelometric turbidity unit, as defined in the latest issue of Standard Methods for the Examination of Water & Wastewater as published by the American Public Health Association, the American Water Works Association and the Water Environment Federation.
11. “Newly Discovered Contaminants” is defined as contaminants found in wastewater that are or could be introduced into the Orange County Groundwater Basin through the System, that are not currently identified in any of the Water District’s wells above any federal or state action level, and that either (1) are assigned a new drinking water action level, by federal or state regulators after the effective date of this Agreement, or (2) are newly discovered in the System’s wastewater or product water through new testing methods that only become available after the effective date of this Agreement.
12. “Operational” is defined as the condition whereby the System has been installed and tested, and startup activities have been completed, such that the System is ready to process Specification Influent. Following attainment of Operational status, the System general contractor may have ancillary and non-critical construction yet to complete (e.g. landscaping, subsequent demolition). The System became Operational as of January 10,

2008.

13. “Peak Flows” shall mean flows of Specification Influent accepted by the System in excess of the one hundred and four (104) mgd up to a maximum one hundred and twenty-eight (128) mgd.
14. “Product Water” means water produced by the AWT Facilities.
15. “Reclaimed Water” means water meeting the Reclaimed Water Standards.
16. “Reclaimed Water Standards” means recycled water meeting the latest adopted version of the California Code of Regulations, Title 22, Division 4, Chapter 3 entitled “Water Recycling Criteria” as set forth in Section 60304 with respect to filter effluent.
17. “Related Facilities” means the upgrades to the trickling filters and Steve Anderson Lift Station and related diversion facilities be completed by the Sanitation District pursuant to this Agreement.
18. “Specification Influent” means secondary treated sewage that does not exceed (a) an average of 5 NTU over a 30 day period; (b) an average of 10 NTU for a 24 hour period; or (c) an instantaneous turbidity of 50 NTU at any time.
19. “System”: For purposes of Part II “Planning, Design and Construction” (Sections 3-10 inclusive) “System” means the Groundwater Replenishment System, the components of which are described on Exhibit B. In the balance of the Agreement, “System” means the Groundwater Replenishment System, the components of which are described on Exhibit B, as modified by the Initial Expansion.
20. “System Budget” means the budget adopted by the Parties pursuant to Section 10.
21. “System Contracts” means all contracts and change orders necessary for planning, design and construction of the System, including professional service contracts, construction contracts and other contracts.
22. “System Effluent Standards” means the treatment standards to permit Product Water to be discharged into Santa Ana River as set forth in the NPDES Permit for the System.
23. “Wastewater Utilization Agreement” means that certain Second Amended and Restated Agreement for Utilization of Reclaimed Wastewater, entered into between the Parties on January 15, 1997.
24. . “Initial Expansion” means an expansion of the System as originally designed to provide an increase in production capacity from 70 mgd to 100 mgd. As of February 2010, the Water District’s preliminary design for the Initial Expansion included demolition of the Water District’s old laboratory facility and construction of the following major components: (1) upgrades to the System’s existing screening facilities; (2) facilities to increase the capacity of the System’s existing microfiltration processing; (3) facilities to increase the capacity of reverse osmosis processing, (4) facilities to increase the ultraviolet light processing (5) additional chemical storage and post-

treatment facilities; (6) additional reverse osmosis transfer pumps; and (7) additional water and barrier pumps as part of the off-site System facilities.”

**ADMINISTRATION COMMITTEE**  
**AGENDA REPORT**

Meeting Date 04/14/10	To Bd. of Dir. 04/28/10
Item Number 2	Item Number 16

Orange County Sanitation District

**FROM:** James D. Ruth, General Manager  
Originator: Lorenzo Tyner, Director of Finance and Administrative Services

**GENERAL MANAGER'S RECOMMENDATION**

Adopt Ordinance No. OCSD-40, An Ordinance of the Board of Directors of the Orange County Sanitation District Establishing Capital Facilities Capacity Charges; Adopting Miscellaneous Charges and Fees Relating to Industrial Charges, Source Control Permittees and wastehaulers; and Repealing Ordinance No. OCSD-36:

Adopting Revised Table A Re Capital Facilities Capacity Charges and Revised Table C Re Supplemental Capital Facilities Capacity Charges

- a. Motion to Read Ordinance No. OCSD-40 by title only and waive reading of said entire ordinance.
- b. Motion to introduce Ordinance No. OCSD-40, and pass to second reading and public hearing on May 26, 2010.

**SUMMARY**

The Capital Facilities Capacity Charge (CFCC) and Supplemental Capital Facilities Capital Charges (SCFCC) are based upon the most recently completed capital strategic plan. In December of 2009, the 2009 Facilities Master Plan was adopted and staff was directed to perform a rate study on CFCCs.

CFCC is a one-time, non-discriminatory charge imposed at the time a building or structure is newly connected to the OCSD's system, or an existing structure is expanded or increased. This charge is to pay for the expansion of OCSD facilities to accommodate the new property being charged. Based upon the new Master Plan, the residential CFCC is proposed to decrease by approximately 35 percent. However, the non-residential CFCC is proposed to increase by approximately 13 percent.

SCFCC are fees to Industrial Permittees that exceed their annual baselines for Flow, Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). As a result of the rate study, Flow and TSS are recommended to be increased 6 percent and 79 percent, respectively, while BOD is recommended to decrease 59 percent.



## **PRIOR COMMITTEE/BOARD ACTIONS**

1. December 2009: Approved adoption of 2009 Facilities Master Plan.
2. December 2009: Directed staff to perform a rate study on CFCCs.
3. May 2008: Approved Ordinance No. OCSD-36.

## **ADDITIONAL INFORMATION**

Staff received direction from the Board of Directors to perform a rate study on CFCCs when the 2009 Facilities Master Plan was adopted in December of 2009. The FCS Group was contracted to perform a review and update of the CFCCs based upon the revised assumptions contained within the new Master Plan.

One of the outcomes of the new Master Plan is that future build out is less than what was anticipated in the previous master plan. In addition, the District has experienced a shift in its customer base resulting in an increase in residential versus non-residential. Staff believes the shift has occurred due to recent annexations that were primarily residential and new residential construction that was completed in recent years. The shift towards residential has resulted in a decrease to the residential CFCCs and an increase to the non-residential CFCCs.

The last rate study to support the CFCC and SCFCC was in 2006 when the majority of the CIP program concentrated on increased BOD treatment due to the move to full secondary treatment. At that time a shift occurred in the SCFCCs increasing the costs for BOD and reducing the costs for TSS. The new Facilities Master Plan now concentrates on total treatment plant processes as opposed to concentrating mostly on secondary treatment. As such, BOD requirements are not as predominant as in the prior rate study, and now are more closely aligned with the new increased percentage requirements of TSS. Staff believes that the allocations for Flow, BOD and TSS accurately reflect the long term allocations of these constituents in the CIP program.

## **CEQA**

N/A

## **BUDGET / DELEGATION OF AUTHORITY COMPLIANCE**

N/A

## **ATTACHMENTS**

1. Proposed CFCCs and SCFCCs
2. Proposed Ordinance No. OCSD –40
3. 2010 CFCC Benchmarking

## Proposed CFCCs and SCFCCs

Use Category	Rate Basis	Current	Proposed
<b>Commercial / Industrial:</b>		<b><u>CFCC</u></b>	<b><u>CFCC</u></b>
Low Demand [1]	Per 1,000 Square Feet	\$ 241	\$ 272
Average Demand [3]	Per 1,000 Square Feet	\$ 1,501	\$ 1,692
High Demand [2]	Per 1,000 Square Feet	\$ 3,565	\$ 4,019
<b>Single-Family Residential (SFR) [4]</b>		<b><u>CFCC</u></b>	<b><u>CFCC</u></b>
5+ Bedrooms	Per Unit (139% of Base)	\$ 6,946	\$ 4,532
4 Bedrooms	Per Unit (119% of Base)	\$ 5,949	\$ 3,881
3 Bedrooms	Per Unit (100% of Base)	\$ 4,998	\$ 3,261
2 Bedrooms	Per Unit (81% of Base)	\$ 4,046	\$ 2,640
1 Bedroom	Per Unit (62% of Base)	\$ 3,094	\$ 2,019
<b>Multi-Family Residential (MFR) [5]</b>		<b><u>CFCC</u></b>	<b><u>CFCC</u></b>
4+ Bedrooms	Per Unit (108% of Base)	\$ 5,399	\$ 3,523
3 Bedrooms	Per Unit (89% of Base)	\$ 4,448	\$ 2,902
2 Bedrooms	Per Unit (70% of Base)	\$ 3,496	\$ 2,281
1 Bedroom	Per Unit (50% of Base)	\$ 2,498	\$ 1,630
Studio [6]	Per Unit (32% of Base)	\$ 1,604	\$ 1,047
<b>Supplemental CFCC for Permit Users:</b>		<b><u>SCFCC</u></b>	<b><u>SCFCC</u></b>
Flow	Per Gallon Per Day	\$ 0.001541	\$ 0.001638
BOD	Per Pound Per Day	\$ 0.865080	\$ 0.351200
SS	Per Pound Per Day	\$ 0.105130	\$ 0.188340

**Notes:**

- [1] Includes nurseries, warehouses, churches, truck terminals, RV parks / storage yards, lumber / construction yards, public storage buildings, and other facilities with similar volumes.
- [2] Includes restaurants, supermarkets, car washes, coin laundries, amusement parks, shopping centers with one or more restaurants or food court, food processing facilities, textile manufacturers, and other dischargers with similar volumes.
- [3] Includes all users not classified as low-demand or high-demand customers.
- [4] Bedroom additions are considered a change of use and a CFCC must be paid. Detached buildings will be considered separate residences.
- [5] MFR units consist of multiple units that receive one secured property tax bill. Includes senior housing with individual living units that include a kitchen.
- [6] A studio is considered to be a single room with no separating doors or openings leading to another part of the room (except for a bathroom).

ORDINANCE NO. OCSD-40

AN ORDINANCE OF THE BOARD OF DIRECTORS OF ORANGE COUNTY SANITATION DISTRICT ESTABLISHING CAPITAL FACILITIES CAPACITY CHARGES; ADOPTING MISCELLANEOUS CHARGES AND FEES RELATING TO INDUSTRIAL CHARGES, SOURCE CONTROL PERMITTEES AND WASTEHAULERS; AND REPEALING ORDINANCE NO. OCSD-36.

ADOPTING REVISED TABLE A RE CAPITAL FACILITIES CAPACITY CHARGES, REVISED TABLE C RE SUPPLEMENTAL CAPITAL FACILITIES CAPACITY CHARGES REVISED TABLE E RE INDUSTRIAL DISCHARGER, SOURCE CONTROL AND NON-COMPLIANCE SAMPLING FEES, AND REAFFIRMING ALL OTHER CHARGES

WHEREAS, the Board of Directors of the Orange County Sanitation District (“OCSD”) has previously adopted Ordinance No. OCSD-36, establishing Capital Facilities Capacity Charges to be imposed when properties either newly-connect to the OCSD’s system, or expand the use of the property previously connected to the OCSD; establishing miscellaneous industrial discharger fees, source control/non-compliance sampling fees, and wastehauler charges, which Ordinance is presently in full force and effect; and

WHEREAS, for purposes of improved efficiency and effectiveness of the OCSD’s operations, it is the intent, by the adoption of this Ordinance, to establish Class I, Class II, Special Purpose Discharge and Wastehauler permit charges for use and capital facilities fees, and to provide for increases in certain miscellaneous charges and fees.

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District does hereby ORDAIN:

Section I. Fees and Charges Ordinance – Adopted

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## ARTICLE I

### RECITAL OF FINDINGS

Section 1.01. Findings – Declaration of Intent. The Board of Directors of OCSD has previously adopted Master Plans, as more particularly described in Findings B, C, D, and E below, setting forth the financial and engineering needs of the OCSD, and hereby adopts the following Findings supporting the amounts of charges and fees adopted pursuant to this Ordinance.

A. As of July 1, 1998, OCSD was consolidated into one single County Sanitation District to carry on the functions of the predecessor Districts.

B. That a comprehensive 20-year Master Plan of Capital Facilities, entitled “2009 Facilities Master Plan”, hereinafter referred to as the “Master Plan”, which includes detailed financial and engineering reports, was prepared, approved, and adopted by the Boards of Directors in 2009 setting forth and identifying the required future development of OCSD Facilities, including the financial projections for providing sewer service to all properties within the service area.

C. That the financial and engineering reports of the Master Plan were made available to the public, both prior to and subsequent to the adoption of the Master Plan, and were subject to noticed public hearings, all in accordance with the provisions of the California Constitution and Government Code Section 66016, and other provisions of law.

D. That the OCSD performed a detailed assessment of all types and categories of users; the demand on the system and capacity needs of the system to provide necessary service to the multiple categories of users; the total costs of the existing and future facilities in the system; and alternative methodologies for establishing fair and equitable charges to connect to and gain access to the system. The current methodology was approved and adopted by OCSD Resolution No. 99-21 of the Board of Directors on October 27, 1999.

E. That in support of this Ordinance and the revised charges for Capital Facilities Capacity Charges as provided for on Tables A, B, and C herein, the Board of Directors finds that the Capital Improvement Program is consistent with the goals and policies of the Board of Directors, the member agencies, and the public and accommodates projected increased flows and the rehabilitation and refurbishment of existing facilities. The Board further finds that programming annual adjustments in sewer service charges over a period of years is appropriate and ensures adequate revenues to finance the improvements and programs necessary to incorporate secondary treatment standards, accommodate increased flows, rehabilitate and refurbish existing facilities, and retire any necessary or prudent debt incurred to finance such improvements in a reasonable manner and over a reasonable period of time. The

Board of Directors also finds that such Sanitary Sewer Service Charges and Capital Facilities Capacity Charges are reasonably related to, and do not exceed the cost of providing sewer services.

F. That the financial requirements of the OCSD, as shown in reports prepared by Staff and Consultants relating to the Master Plan and the CIP validation studies, are based on current, reliable information and data relating to population projections, wastewater flow, and capital facilities' needs, and are expected to be realized in each year as described in the reports.

G. That the revenues derived under the provisions of this Ordinance will be used for the acquisition, construction, reconstruction, maintenance, and operation of the sewage collection, wastewater treatment and disposal facilities of the OCSD; to repay principal and interest on debt instruments; to repay federal and state loans issued for the construction and reconstruction of said sewerage facilities, together with costs of administration and provisions for necessary reserves; and to assist in the payment of costs to the OCSD to provide all regulatory administration and laboratory services related to the industrial dischargers, source control permittees, and waste hauler users of the OCSD's systems.

H. That the owners or occupants of properties upon which all fees and charges established by this Ordinance are levied, discharge wastewater to the OCSD's collection, treatment and disposal facilities. The costs of operating and maintaining said facilities have constantly increased due in part to increased regulatory requirements to upgrade the treatment process.

I. That the need for upgraded and improved treatment of all wastewater collection, treatment and disposal facilities is required to protect the public health and safety, and to preserve the environment without damage.

J. That the Sanitary Sewer Service Charge For Use established and levied by this Ordinance is to allow the OCSD to recover the reasonable costs to provide a service to individual properties which have been improved for any of numerous types of uses. The basis for the respective charge is the request of the owner of property or a structure thereon, for the benefit of him/her/itself, or the occupants of the property, to receive a service based upon actual use, consumption, and disposal of water to the OCSD's system in lieu of disposal by other means.

K. That the Sanitary Sewer Service Charge For Use established by this Ordinance is not imposed as a condition of approval of a development project, as defined in California Government Code Section 66001, and does not exceed the estimated reasonable cost to provide the sewer service for which the fee is levied, as provided in Government Code Sections 66013 and 66016 and California Constitution Article XIII D.

L. That the Sanitary Sewer Service Charge For Use adopted herein will not necessarily result in an expansion of facilities to provide for growth outside the existing service area. The adoption of this Sanitary Sewer Service Charge For Use will not result in any specific project, nor result in a direct physical change in the environment.

M. That the Sanitary Sewer Service Charge For Use adopted herein is established upon a rational basis between the fees charged each customer and the service and facilities provided to each customer of the OCSD, a portion of which is necessary to replace the loss of ad valorem property taxes to the State General Fund as a result of state legislative action on September 2, 1992, and in subsequent years.

N. That the Board of Directors has previously, by duly adopted Ordinances, commencing in 1969, and most recently by Ordinance No. OCSD-36, established Capital Facilities Capacity Charges, formerly known commonly as "connection charges" or "fees", to be paid by all persons obtaining a permit to connect to the OCSD's system. Said Charges are required as a financial payment to have access to and use of the OCSD's wastewater collection, treatment and disposal facilities in existence at the time of connecting to the system, and for future facilities to be constructed.

O. That the Sanitary Sewer Service Charge For Use and Capital Facilities Capacity Charges established here are an incident but not a condition of development, payable only on request to receive service by the property owner for the benefit of those persons on the property that use the service. The charges are not an incident of property ownership, nor are they a property-related service having a direct relationship to property ownership. Accordingly, the provisions of California Constitution Article XIID are not applicable.

P. That the OCSD's previous and present Capital Facilities Capacity Charges Ordinances, include[d] authority for the OCSD to levy an excess or supplemental capacity charge upon commercial and industrial users who discharge quantities or high strength wastewater greater than the established base line of authorized discharge.

Q. That the Capital Facilities Capacity Charges re-enacted by this Ordinance are non-discriminatory, as applied to all users of the system, and are established upon a rational basis between the fees charged each category of property that is connecting, and the service and facilities provided to each connected property or structure, by the OCSD, within a given category.

R. That the miscellaneous charges and fees re-enacted by this Ordinance without change are established upon a rational basis between the fees charged to each industrial discharger, source control permittee, or waste hauler and the service and facilities provided to each.



S. That the OCSD is required by federal and state law, including the Federal Water Pollution Control Act, also known as the Federal Clean Water Act (33 U.S.C. 1251, et seq.), the General Pretreatment Regulations (40 C.F.R. 403), and the Porter-Cologne Water Quality Control Act (California Water Code Sections 13000 et seq.) to implement and enforce a program for the regulation of wastewater discharges to the OCSD's sewers.

T. That the OCSD is required by federal, state and local law, to meet applicable standards of treatment plant effluent quality.

U. That pursuant to these requirements, the Board of Directors has adopted an ordinance establishing Wastewater Discharge Regulations.

V. That the OCSD incurs additional costs in conducting non-compliance sampling of those industrial wastewater dischargers who violate the OCSD's Wastewater Discharge Regulations and in administering the industrial, wastehauler, and special discharge permit programs.

W. That the ordinance establishing Wastewater Discharge Regulations provides that the Board of Directors is to establish various fees and charges to recover those costs to the OCSD which are made necessary by industrial dischargers and wastehaulers who violate the OCSD's Wastewater Discharge Regulations.

X. That the industrial discharger, source control, and wastehauler fees and charges hereby established by this Ordinance do not exceed the estimated reasonable costs to the OCSD of industrial discharger, source control, or wastehauler use of the OCSD's facilities and for the administration and implementation of permit and fee processing, non-compliance sampling, and related services associated with the OCSD's Source Control Program.

Y. That all fees and charges established herein have been approved by the OCSD's Board of Directors at a noticed public meeting, all in accordance with applicable provisions of law.

Z. That the adoption of this Ordinance is statutorily exempt under the California Environmental Quality Act pursuant to the provisions of Public Resources Code Section 21080(b)(8) and California Code of Regulations Section 15273(a).

AA. That each of the Findings set forth in previous Ordinances Nos. OCSD-05, OCSD-06, OCSD-11, OCSD-13, OCSD-15, OCSD-18, OCSD-19, OCSD-20, OCSD-22, OCSD-24, OCSD-26, OCSD-30B, OCSD-32, OCSD-36 are reaffirmed and readopted hereat, except to the extent that they have been specifically superseded or otherwise amended by specific Findings herein.

## ARTICLE II

### CAPITAL FACILITIES CAPACITY CHARGES

Section 2.01.      Purpose and Scope.      The purpose of this Ordinance is to impose Capital Facilities Capacity Charges when properties, either newly-connect to the OCSD's system, or expand the use of the property previously connected to the OCSD. Revenues derived under the provisions of this Ordinance will be used for the acquisition, construction, and reconstruction of the wastewater collection, treatment and disposal facilities of the OCSD; to repay principal and interest on debt instruments; or to repay federal or state loans for the construction and reconstruction of said sewerage facilities, together with costs of administration and provisions for necessary reserves.

Section 2.02.      Definitions.

A.      "Actual construction costs" include the cost of all activities necessary or incidental to the construction of a OCSD facility, such as financing, planning, designing, acquisition of the property or interests in the property, construction, reconstruction, rehabilitation, and repair.

B.      "Capital Facilities Capacity Charge" means a one-time, non-discriminatory charge imposed at the time a building or structure is newly connected to the OCSD's system, directly or indirectly, or an existing structure or category of use is expanded or increased. Said charge is to pay for OCSD facilities in existence at the time the charge is imposed, or to pay for new facilities to be constructed in the future, that are of benefit to the property being charged. This charge does not apply to temporary facilities or operations that are regulated under the provisions of a Special Purpose Discharge Permit. A schedule of the Capital Facilities Capacity Charges specified herein will be on file in the Office of the Board Secretary of the OCSD, and in the Building Department of each City within the OCSD.

C.      "Connection fee" means a fee equal to the cost necessary to physically connect a property to the OCSD's system, including but not limited to, installation of meters, meter boxes, pipelines, and appurtenances to make the connection and which fee does not exceed the actual cost of labor, materials, and overhead for the installation of those facilities.

D.      "Non-discriminatory" means that the Capital Facilities Capacity Charge does not exceed an amount determined on the basis of the same objective criteria and methodology applicable to comparable public or non-public users, and is not in excess of the proportionate share of the cost of the OCSD's facilities of benefit to the person or property being charged, based upon the proportionate share of use of those facilities.

E. "Public agency" means the United States or any of its agencies, the State or any of its agencies, the Regents of the University of California, a county, city, district, school district, local or regional public authority, or any other political entity, subdivision or public corporation of the State.

F. The Supplemental Capital Facilities Capacity Charge, as provided for in Sections 2.07, 2.08, 2.09, and 2.10 of this Ordinance, is an annual charge payable to the OCSD on a quarterly or annual basis, as determined by the OCSD. Said charge is required to be paid by dischargers that exceed the maximum quantity of flow or constituents (BOD or SS) allowed as a base use for which the CFCC is paid.

Section 2.03. Connection Permits: Required.

A. Connection permits are required of each and every dwelling unit, and each commercial or industrial building, and structure connecting directly or indirectly to the OCSD's sewerage system facilities. Included are the connections of laterals to local municipal sewerage facilities, and the connection of local municipal sewerage facilities and laterals to the OCSD's facilities. Multiple detached structures on a single parcel of property shall each be required to obtain a connection permit.

B. Except as authorized by the issuance of a Special Purpose Discharge Permit under Sections 305 – 305.6 of the OCSD's Wastewater Discharge Regulations, or as authorized pursuant to a special extra territorial service agreement approved by the Board of Directors, no permit shall be valid unless the real property to be served by use of the permit is included within the boundaries of the OCSD and within the boundaries of a local sewerage agency authorized to maintain public sewerage facilities. However, a permit, as authorized above, may be issued for property to be served outside the boundaries of a local sewerage agency if a local sewerage agency makes application for the issuance of such permit.

There will be a non-discriminatory Capital Facilities Capacity Charge assessed to public agencies for connecting directly or indirectly to the OCSD's sewerage system facilities and a connection permit must be obtained.

Section 2.04. Capital Facilities Capacity Charge: Payment Required. No application for a permit for a connection of a structure to an OCSD sewerage facility, or to any sewerage facility which discharges into an OCSD sewerage facility, shall be approved, nor a permit issued, until an OCSD Capital Facilities Capacity Charge is paid by the applicant, except as provided for discharges under a Special Purpose Discharge Permit. No connection permit shall be issued unless there is an established category of use of the property to be served or a valid building permit issued which establishes the category of use of said property.

Section 2.05. Capital Facilities Capacity Charge: Time of Payment.

A. Payment of the Capital Facilities Capacity Charge established by this Ordinance for connection to the OCSD's sewerage system facilities shall be required at the time of issuance of the building permit for all construction within the OCSD, excepting in the case of a building legally exempt from the requirement of obtaining a permit. The payment of the Capital Facilities Capacity Charge for such exempt buildings will be required at the time of and prior to the issuing of a plumbing connection permit for any construction within the territorial limits of the OCSD, or if none, prior to the issuance of a Certificate of Occupancy.

B. Upon application of any property owner seeking to connect to the OCSD's system, the Board of Directors of OCSD, in its sole and absolute discretion and upon a finding of compelling need, may, pursuant to the authority of California Health & Safety Code Section 5474, approve of an agreement with the property owner for the payment of the applicable connection charge and/or annexation fees in installment payments over a period of not to exceed five (5) years, bearing an interest rate on the unpaid balance of not to exceed ten (10%) percent per annum and that the charges and interest shall constitute a lien on the property.

Section 2.06. Capital Facilities Capacity Charge and Plan Check and Inspection Fees: Schedule of Amounts.

A. Every person or entity connecting any new or expanded building or structure to the OCSD's system facilities shall pay a Capital Facilities Capacity Charge in the amount for the applicable category of use set forth on Table A, below.

B. Every person or entity connecting any new or expanded building or structure directly to the OCSD's local or regional system facilities shall pay Plan Check and Inspection Fees in the amount set forth on Table B, below.

**TABLE A**  
**CAPITAL FACILITIES CAPACITY CHARGES (CFCC)**

<u>Use Category</u>	<u>Rate Basis</u>	<u>Base Charge</u>
Commercial – Industrial	Per 1,000 square feet <sup>1</sup>	
Low Demand <sup>2</sup>	Per 1,000 square feet	\$ 272.00 <sup>1</sup>
Average Demand <sup>4</sup>	Per 1,000 square feet	\$1,692.00 <sup>1</sup>
High Demand <sup>3</sup>	Per 1,000 square feet	\$4,019.00 <sup>1</sup>
Single Family Residential (SFR) <sup>5</sup>		<u>Base Charge</u>
5+ Bedrooms		\$4,532.00
4 Bedrooms		\$3,881.00
3 Bedrooms		\$3,261.00
2 Bedrooms		\$2,640.00
1 Bedroom		\$2,019.00
Multi-Family Residential (MFR) <sup>6</sup>		<u>Base Charge</u>
4+ Bedrooms		\$3,523.00
3 Bedrooms		\$2,902.00
2 Bedrooms		\$2,281.00
1 Bedroom		\$1,630.00
Studio <sup>7</sup>		\$1,047.00
Supplemental CFCC for Permit Users, includes 5% cost of funds.		
Flow, gallons per day		\$0.001638
BOD, pounds per day		\$0.351200
SS, pounds per day		\$0.188340

<sup>1</sup>Provided that the minimum Capital Facilities Capacity Charge for such new construction shall be \$3,261; and all calculations shall be on a 1,000 square foot, or portion thereof, basis.

<sup>2</sup>Low Demand connections are the following categories of users: Nurseries; Warehouses; Churches; Truck Terminals; RV Parks, RV Storage Yards, Lumber/Construction Yards, Public Storage Buildings; and other facilities with restrooms, offices, lobbies and/or areas whose flows are similar in volume to these listed categories Parking Structures not connected to the sewer will not be charged.

<sup>3</sup>High Demand connections are the following categories of users: Restaurants (including patios used for additional seating capacity), Supermarkets; Car Washes; Coin Laundries; Amusement Parks; Shopping Centers with one or more Restaurants, or Food Court; Food Processing Facilities; Textile Manufacturers; and other dischargers whose flow is similar in volume to these listed categories.

<sup>4</sup>All other connections are Average Demand users including: Hotels, Strip Malls without restaurants, Music Halls without food facilities, Office buildings, Senior Housing with individual living units without kitchens but with a common kitchen, and wash pads

<sup>5</sup> Bedroom additions are considered a change of use and a CFCC must be paid. Bedrooms include enclosed loft additions,, bonus rooms that may be used as offices, workout rooms, media rooms, or libraries, or any other additions, which could potentially be used as a bedroom. The classification of these additions will be reviewed and determined by staff Any detached building such as an addition over an existing garage or a new building with the same designation as mentioned above will be considered a separate living residence (SFR).

<sup>6</sup>MFR units consist of multiple units that receive one secured property tax bill such as apartments. Senior housing with individual living units that include a kitchen are considered MFR units.

<sup>7</sup> Studio – one single room with no separating doors or openings leading to another part of the room (except for a bathroom).

**TABLE B**  
**PLAN CHECK AND INSPECTION FEE TABLE**

<u>INSPECTION FEES FOR SINGLE CONNECTIONS</u>	<u>FEE</u>
Normal lateral installation to property line with clean out	\$500.00
Lateral Installation to existing manhole stub with clean out	\$500.00
Core drilling in to an existing manhole base - add	\$300.00
Installation of new manhole with stub over existing line	\$1,000.00

INSPECTION FEES FOR MULTIPLE CONNECTIONS

Plan check and inspection fees of 20 percent of the sewer construction cost for new tract sewers, sewer extensions or special facilities are required when plans are submitted for plan check.

If additional funds are needed, they must be deposited as soon as they are requested to complete the inspection on the project. If funds are required after the work is completed, they must be paid before OCSD finalizes the sewer project.

Section 2.07. Supplemental Capital Facilities Capacity Charge: Significant Commercial – Industrial Users and Significant Special Purpose Dischargers – Definitions.

A. A Significant Commercial – Industrial User (“SCIU”) is any person or entity who discharges commercial or industrial process flow, but excluding domestic sewage flow, in an amount greater than 25,000 gallons per day (“gpd”), or Biochemical Oxygen Demand (“BOD”) greater than 150 pounds per day, or Suspended Solids (“SS”) greater than 150 pounds per day, or who is required to obtain a Waste Discharge Permit, as prescribed by Article 3 of the OCSD’s Wastewater Regulations, due to having federally or OCSD regulated or significant discharges.

B. A Significant Special Purpose Discharger (“SSPD”) is any person or entity who discharges to the sewer system wastewater or process flow in an amount greater than 25,000 gpd (excluding domestic, industrial or commercial) and who is required to obtain a Special Purpose Discharge Permit as prescribed in Section 305 of the OCSD’s Wastewater Regulations. A Special Purpose Discharger (SPD) discharges 25,000 gpd or less.

C. An Existing SCIU or SSPD is any SCIU or SSPD connected and discharging to the OCSD’s system prior to January 1, 2000.

D. A New SCIU or SSPD is any user who connects and discharges to the OCSD's system pursuant to a Waste Discharge Permit issued on or after January 1, 2000; or if previously connected and not an SCIU, as defined in Subparagraphs 2.07A and B above, but, subsequent to January 1, 2000, increases flow, or BOD, or SS to a level as to constitute an SCIU or SSPD.

E. The maximum discharge allowed to a user, for which a base Capital Facilities Capacity Charge is paid, as per Table A, above, is 25,000 gallons per day ("gpd"), or 150 pounds each of BOD and SS (the "base use"). Discharge of flow, or BOD, or SS in amounts greater than allowed by this Subsection 2.07E shall be subject to the provisions of Sections 2.08 and 2.09 hereof.

F. Each Existing SCIU shall have a baseline of allowed discharge of flow, and BOD, and SS established by the OCSD as of January 1, 2000. The baseline shall be based upon the discharge for Fiscal Year 1998-99, or upon such other discharge data which the OCSD determines is representative of the user's actual annual discharge to the sewerage system. Dischargers who are deemed to be SCIU's solely because of the requirements to obtain a Waste Discharge Permit, pursuant to Section 2.07A above, shall have a minimum baseline established as follows: Flow – 25,000 gallons per day; BOD – 150 pounds per day; and SS – 150 pounds per day. The SCIU shall be authorized to discharge flow, and BOD, and SS up to the baseline amounts without payment of a Supplemental Capital Facilities Capacity Charge.

G. Each Existing SPD shall have a baseline of 25,000 gpd. The Existing SPD shall be authorized to discharge flow up to 25,000 gpd without payment of a Supplemental Capital Facilities Capacity Charge.

H. The Supplemental Capital Facilities Capacity Charge, as prescribed by Sections 2.08, 2.09, and 2.10 below, shall be payable commencing with the effective date of this Ordinance.

Section 2.08. Supplemental Capital Facilities Capacity Charge: New Significant Commercial – Industrial Users. In addition to the base Capital Facilities Capacity Charge, as prescribed in Table A, for commercial – industrial use category properties, all New SCIU's shall pay a Supplemental Capital Facilities Capacity Charge for each gallon of flow, or pound of BOD, or SS, exceeding the base use discharge maximums, in the amount shown in Table C.

Section 2.09. Supplemental Capital Facilities Capacity Charge: Significant Special Purpose Dischargers. All SSPDs shall pay a Supplemental Capital Facilities Capacity Charge of \$.001638 per gallon per day for each gallon of flow exceeding 25,000 gallons per day.

Section 2.10. Supplemental Capital Facilities Capacity Charge: Existing Significant Commercial – Industrial Users and Special Purpose Dischargers.

A. All Existing Significant Commercial – Industrial Users connected to and discharging to the OCSD’s system shall be required to pay a Supplemental Capital Facilities Capacity Charge upon the occurrence of either (i) an increase of discharge flow of 25,000 gallons per day (“gpd”), or 25% per day over its established baseline authorization, whichever is lesser; or (ii) an increase of either BOD or SS discharge of 150 pounds each per day, or 25% each per day, whichever is lesser, over its established baseline authorization. The daily averages will be based on the daily discharges for a year, utilizing discharge records and reports of the discharger or OCSD.

B. The Supplemental Capital Facilities Capacity Charge shall be in the following amounts for each component that is increased as provided in Section 2.10A above.

**TABLE C**

**SUPPLEMENTAL CAPITAL FACILITIES CAPACITY CHARGES**

		<u>Daily Charge</u>
Flow	Gallons Per Day	\$0.001638
BOD	Pounds Per Day	\$0.351200
SS	Pounds Per Day	\$0.188340

C. All Existing SPDs connected and discharging to the sewer shall be required to pay a Supplemental Capital Facilities Capacity Charge upon occurrence of an increase of discharge flow over 25,000 gpd. The Supplemental Capital Facilities Capacity Charge shall be \$ 0.001638 per gallon per day of discharge for each gallon above 25,000 gpd.

D. The Supplemental Capital Facilities Capacity Charge shall be calculated on the basis of the average daily quantity of discharge in excess of the User’s baseline or 25,000 gpd for SPDs. The daily averages will be based on the daily discharges for a year, utilizing discharge records and reports of the OCSD.

Section 2.11. Capital Facilities Capacity Charge: Replacement Structures. For new construction replacing former structures, the Capital Facilities Capacity Charge shall be calculated and paid to the OCSD on the rate basis of the category of the new use and the amounts as set forth in Table A, less a credit amount, up to the amount of the new Capital Facilities Capacity Charge, equal to a charge, as prescribed in Table A that would be for the prior category of use which was terminated and removed.



Section 2.12. Capital Facilities Capacity Charge: Remodeled Structures. In the case of existing structures connected to the OCSD's system facilities, to which new construction or alteration is made to change or increase the category of use or number of bedrooms, a Capital Facilities Capacity Charge shall be calculated and paid to the OCSD on the rate basis of the category of the new use and the amounts as set forth in Table A, less a credit amount, up to the amount of the new Capital Facilities Capacity Charge, equal to a charge, as prescribed in Table A for the prior category of use.

Section 2.13. Payment of Capital Facilities Capacity Charge: Off-Site Sewers Not Part of Master Plan Relative to Reimbursement Agreements. A charge for connection to off-site sewers which are not included as part of the OCSD Master Plan and for which a Non-Master Plan Reimbursement Agreement has been entered into between the OCSD and the property owner, shall be paid in the amount provided for in said Agreement, to be known as a Non-Master Plan Capital Facilities Capacity Charge. The amount set forth in said Agreement shall be the amount due, provided the original Agreement is still in force. The Non-Master Plan Capital Facilities Capacity Charge shall be in addition to the other Capital Facilities Capacity Charges provided for in Sections 2.06 through 2.10 hereinabove, established for property connecting to said facilities.

Section 2.14. No Refund or Transfer. A Capital Facilities Capacity Charge is paid for the connection of a specific building or structure on a parcel of property. No refund of any charge shall be made because of non-use or change of use, or any other reason once the connection has been made. If the connection is not made and the request for connection is withdrawn within 12 months of the payment date, the charges paid will be refunded upon establishing proof from the City or County of a canceled permit. The connection permit is non-transferable to any other parcel of property.

Section 2.15. Baseline Transferability. The baseline of allowed discharge of flow, BOD and SS used to calculate a Supplemental Capital Facilities Capacity Charge shall not be transferable, nor shall a credit for such previously existing baseline be provided to another SCIU concurrently or subsequently occupying the same property. Each such SCIU shall pay Supplemental Capital Facilities Capacity Charges in accordance with Section 2.08 above.

Section 2.16 Capital Facilities Capacity Charge Annual Updates. The Capital Facilities Capacity Charge is based upon the most recently completed Master Plan. This charge is updated annually based upon the increase in the Engineering News-Record construction cost index for Los Angeles as of December of the prior year until the completion of the next Master Plan or Master Plan Update.

Section 2.17 Affordable Housing Projects. Per Resolution 06-18, development projects that include lower income housing units shall not be denied approval of an application for service, nor shall conditions be imposed thereon or services reduced which are applied for, unless the OCSD makes specific written

findings that the denial, condition, or reduction is necessary due to the existence of one or more of the following:

- (a) insufficient water supply or insufficient water treatment or distribution capacity;
- (b) a State Department of Health Services order prohibiting new water connections;
- (c) insufficient sewer treatment or collection capacity;
- (d) a Regional Water Quality Control Board order prohibiting new sewer connections;
- (e) the applicant has failed to agree to reasonable terms and conditions.

## ARTICLE III

### MISCELLANEOUS CHARGES AND FEES RELATING TO INDUSTRIAL DISCHARGERS, SOURCE CONTROL PERMITTEES AND WASTEHAULERS

Section 3.01. Purpose and Scope. The purpose of this Ordinance is to recover those costs incurred by the OCSD (i) on account of industrial dischargers' and waste haulers' use of the OCSD's facilities; (ii) when administering the OCSD's Source Control Program; and (iii) when performing non-compliance sampling of industrial wastewater dischargers who have violated the OCSD's Wastewater Discharge Regulations or the terms and conditions of the discharger's permit. Revenues derived under the provisions of this Ordinance shall be used to defray the costs incurred by the OCSD (i) on account of such use of the OCSD's facilities; and (ii) in performing these tasks.

Section 3.02. Administrative Fees and Charges Relating to Permittees. Administrative fees and charges relating to permittees are hereby established in the sum or sums as set forth in Table D, E, F, G, H, and I, below.

Section 3.03. Source Control Non-Compliance Fees. Source control non-compliance fees are hereby established for dischargers' non-compliance sampling and for self-monitoring and data reporting non-compliance, in the sum or sums as set forth in Table E, below.

Section 3.04. Special Purpose Discharge Permittees; Charges for Use. As authorized by Sections 305.5 and 305.6 of the OCSD's Wastewater Discharge Regulations, charges for use are hereby established for Special Purpose Discharge Permittees, as set forth in Table F, below.

Section 3.05. Class I and Class II Permittees – Charges for Use. As authorized by Sections 302.3, 302.6, 303.3 and 303.6 of the OCSD's Wastewater Discharge Regulations, the charges for use are hereby established for Class I and Class II Permittees as set forth in Table F, below.

Section 3.06. Wastehauler Charges for Use. As authorized by Sections 306.3 and 306.7 of the OCSD's Wastewater Discharge Regulations, the charges for use are hereby established for waste haulers as set forth in Table G, below.

Section 3.07. Administrative Appeals.

A. Any user, permit applicant, or permittee affected by any decision, action, or determination by the OCSD may, within forty-five (45) days of the date of mailing by the OCSD of the initial invoice for fees imposed pursuant to this Ordinance, request that the OCSD reconsider imposition of such fees. Following review of such a

request, the OCSD shall notify the user, permit applicant, or permittee by certified mail of the OCSD's decision on the reconsideration request.

B. Any user, permit applicant, or permittee adversely affected by the OCSD's decision on the reconsideration request, may file an appeal in accordance with Sections 617 and 619 of the OCSD's Wastewater Discharge Regulations.

**TABLE D**  
**ADMINISTRATIVE FEES AND CHARGES**  
**RELATING TO PERMITTEES**

<u>Permit Fees</u>	<u>Charges</u>
A. Class I Wastewater Discharge Permit	\$785.00/year
B. Class II Wastewater Discharge Permit	\$170.00/year
C. Special Purpose Discharge Initial Permit Issue	\$1,050.00/year
Nonrefundable Deposit for First 1 Million	As Defined in
Gallons – New Permit Only	Table F
Special Purpose Discharge Permit Renewal	\$750.00/year
D. Wastehauler Discharge Permit	\$190.00/year
<u>Wastehauler Fees</u>	<u>Charges</u>
F. Permit Decal Initial Issue	\$25.00
G. Permit Decal Replacement	\$50.00
H. Entry Card Initial Issue	\$50.00
I. Entry Card Replacement	\$100.00
J. After Hours Discharge – Prearranged	\$102.00/event
K. After Hours Discharge – Emergency	\$165.00.00/event
<u>Administrative/Processing Fees</u>	<u>Charges</u>
L. OCSD's Collection of Tax Data	\$100.00/permit
M. OCSD's Collection of Water Consumption Data	\$100.00/permit
N. Appeal Hearing Filing Fee	\$400/appeal

**TABLE E**  
**INDUSTRIAL DISCHARGER, SOURCE CONTROL**  
**AND NON-COMPLIANCE SAMPLING FEES**

	<u>Charge</u>
Cost of Processing and Sampling Following a Minor Violation	\$225.00/event
Cost of Processing and Sampling Following a Major Violation	\$500.00/event
<u>Cost of Analysis</u>	<u>Charge</u>
Heavy Metals:	\$35.00/each
- Aluminum	
- Antimony	
- Arsenic	
- Cadmium	
- Chromium	
- Copper	
- Gold	
- Lead	
- Molybdenum	
- Nickel	
- Palladium	
- Platinum	
- Selenium	
- Silver	
- Thallium	
- Zinc	
Mercury	\$78.00
601/602	\$152.00
604	\$223.00
606	\$254.00
608	\$523.00
610	\$73.00
612	\$200.00
624	\$355.00
625	\$661.00

**TABLE E (CONTINUED)**

**INDUSTRIAL DISCHARGER, SOURCE CONTROL AND NON-COMPLIANCE  
SAMPLING FEES**

	<u>Charge</u>
Ammonia Analysis as Nitrogen	\$ 21.00
Biochemical Oxygen Demand (BOD)	\$ 44.00
BOD and Suspended Solids (SS) Analysis	\$ 67.00
Chemical Oxygen Demand	\$ 44.00
Conductivity	\$ 15.00
Cyanide (Amenable)	\$ 70.00
Dissolved Mineral Solids	\$ 15.00
Gamma Radiation Determination	\$115.00
Gross Alpha and Beta Determination	\$ 50.00
Tritium Determination	\$ 50.00
Oil & Grease (Hexane Soluble Matter)	\$ 74.00
Oil & Grease (Mineral Partition)	\$ 74.00
Total Organic Nitrogen	\$ 48.00
pH	\$ 8.00
Fluoride	\$ 51.00
Suspended Solids (Total)	\$ 23.00
Suspended Solids (Total and Volatile)	\$ 44.00
Total Dissolved Solids	\$ 14.00
Total Sulfides	\$ 29.00

**SELF-MONITORING AND DATA REPORTING  
NON-COMPLIANCE**

Cost of Processing and Issuing Significant Non-Compliance Notification	\$165.00
Cost of Processing Annual SNC and Publication	\$260.00

**TABLE F**

**CLASS I AND CLASS II PERMITTEES AND  
SPECIAL PURPOSE DISCHARGE PERMITTEES**

CHARGES FOR USE

Class I and II

<u>Permit User</u>	<u>FY 2008-09</u>	<u>FY 2009-10</u>	<u>FY 2010-11</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>
Flow (*)	\$ 840.30	\$ 924.40	\$1,016.80	\$1,116.50	\$1,225.90
B.O.D. (**)	\$ 399.50	\$ 439.40	\$ 483.30	\$ 530.70	\$ 582.70
S.S. (***)	\$ 424.90	\$ 467.30	\$ 514.10	\$ 564.50	\$ 619.80

Special Purpose

Discharge

<u>Permit</u>	<u>FY 2008-09</u>	<u>FY 2009-10</u>	<u>FY 2010-11</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>
Flow (*)	\$ 840.30	\$ 924.40	\$1,016.80	\$1,116.50	\$1,225.90

(\*) Flow Per million gallons of Flow

(\*\*) B.O.D. Per thousand pounds of Biochemical Oxygen Demand

(\*\*\*) S.S. Per thousand pounds of Suspended Solids

All properties located within Revenue Area No. 14 pay no annual service fees. OCSD costs relating to providing service to these properties are billed by OCSD directly to the Irvine Ranch Water District, the local agency providing the local sewer service.

**TABLE G**

**WASTEHAULER CHARGES FOR USE**

<u>Wastehauler Fees</u>	<u>Charges</u>
Charge for Use –Waste originating -within Orange County; -within service area; and -within OCSD Boundaries	\$0.05/gallon of truck capacity
Charge for Use – Waste originating -within Orange County; -within service area and outside OCSD Boundaries	\$0.12/gallon of truck capacity
Charge for Use – Waste originating -Outside Orange County; and within service area	\$0.12/gallon of truck capacity

Waste hauled from a source that is not within the OCSD's service area is prohibited unless authorized by the General Manager. Service area is defined as any area the OCSD has an agreement to serve.



## ARTICLE IV

### MISCELLANEOUS

Section 4.01.      Application of Ordinance. The provisions of this Ordinance shall be in addition to the provisions of the OCSD's Wastewater Discharge Regulations for use of OCSD's sewage facilities, including provisions for payment of charges or fees related thereto; OCSD's ordinance establishing Fees Concerning Annexations of Territory to the OCSD; and any other OCSD Ordinances and Resolutions not in conflict herewith.

Section 4.02.      Exceptions. The provisions of this Ordinance shall apply to all owners of properties within the OCSD, including those properties otherwise deemed exempt from payment of taxes or assessments by provisions of the State Constitution or statute, including properties owned by other public agencies or tax-exempt organizations, except as expressly provided herein.

Section 4.03      Out of Area Sewer Service Agreements. The OCSD is empowered to contract for the transport, treatment and disposal of wastewaters originating within areas outside of the OCSD if it is in the best interest of the OCSD to do so. These Out of Area Sewer Service Agreements will establish fees and charges relative to the services provided by the OCSD for each individual agreement.

The Board of Directors of the Orange County Sanitation District does further hereby ORDAIN:

Section II. Severability. If any provision of this Ordinance, or the application to any person or circumstances is held invalid by order of Court, the remainder of the Ordinance, or the application of such provision to other persons or other circumstances, shall not be affected.

Section III. Effective Date. This Ordinance shall take effect July 1, 2010.

Section IV. Repeal. Ordinance No. OCSD-36 is hereby repealed.

Section V. Certification and Publication. The Clerk of the Board shall certify to the adoption of this Ordinance, and shall cause a summary to be published in a newspaper of general circulation as required by law.

PASSED AND ADOPTED by a vote of not less than two-thirds of the Board of Directors of the Orange County Sanitation District at a Regular Meeting held May 26, 2010.

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Chair, Board of Directors  
Orange County Sanitation District

ATTEST:

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Clerk of the Board

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Bradley R. Hogin, General Counsel

## 2010 CFCC Benchmarking

Agency	Residential	Non-residential per 1,000 sq ft			Notes
	1 EDU*	LOW	AVG	HIGH	
City of Modesto	\$21,670	\$3,215	\$11,365	\$19,745	
Dublin San Ramon Services District	\$13,393	\$1,830	\$3,040	\$35,210	
Sacramento County	\$7,450	\$745	\$1,490	\$14,900	
City of Hayward	\$6,702	\$816	\$3,265	\$31,344	Note 1
Oro Loma Sanitary District	\$6,555	N/A	N/A	N/A	Note 7
Central Contra Costa Sanitary District	\$6,124	\$842	\$1,826	\$23,505	Note 4,6
Orange County Sanitation District	\$4,998	\$241	\$1,501	\$3,565	
City of San Diego	\$4,124	N/A	N/A	N/A	Note 7
Los Angeles County	\$4,055	\$380	\$2,798	\$24,962	Note 5,6
Irvine Ranch Water District	\$3,928	\$692	\$692	\$692	Note 2, 3
Union Sanitary District	\$3,813	\$700	\$1,800	\$8,270	
San Francisco	\$3,124	\$160	\$2,140	\$6,500	Note 6
Vallejo Sanitation	\$2,415	\$270	\$1,865	\$6,800	
City of Fresno	\$2,119	\$208	\$601	\$7,540	Note 1
East Bay MUD	\$1,235	\$188	\$752	\$15,224	Note 1
City of Los Angeles	\$747	\$52	\$449	\$1,513	
* = Equivalent Dwelling Unit					
Low = Warehouse					
Avg = Office/Commercial					
High = Restaurant					
Notes:					
(1) - Non-residential data represents OCSD flow, bod, and/or tss assumptions					
(2) - Residential average rate for Improvement District 1					
(3) - Non-residential data has no distinction between low, avg, high					
(4) - Data represents average of gravity and gravity & pumping zones					
(5) - Data represents average of all districts					
(6) - Currently conducting rate study or increases are being scheduled					
(7) - Information could not be obtained from agency					