

**AGENDA**  
**REGULAR MEETING BOARD OF DIRECTORS**  
**ORANGE COUNTY WATER DISTRICT**  
18700 Ward Street, Fountain Valley, CA (714) 378-3200  
**Wednesday, May 15, 2024 – 5:30 p.m. - Boardroom**

**This meeting will be held in person. As a convenience for the public, the meeting may also be accessed by Zoom Webinar and will be available by either computer or telephone audio as indicated below. Because this is an in-person meeting and the Zoom component is not required, but rather is being offered as a convenience, if there are any technical issues during the meeting, this meeting will continue and will not be suspended.**

Computer Audio: Please click the link below to join the Zoom webinar:  
<https://ocwd.zoom.us/j/87881361298>

Telephone Audio: (213) 338 8477

Meeting ID: 878 8136 1298

Teleconference Site:  
1454 Madison Street, Tustin  
10382 Bonnie Drive, Garden Grove  
19 Cannery, Buena Park

\* Members of the public may attend and participate at all locations.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

RECOMMENDATION: Adopt resolution determining need to take immediate action on item(s) and that the need for action came to the attention of the District subsequent to the posting of the Agenda (requires two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, a unanimous vote of those members present.)

**VISITOR PARTICIPATION**

Time has been reserved at this point in the agenda for persons wishing to comment for up to three minutes to the Board of Directors on any item that is not listed on the agenda, but within the subject matter jurisdiction of the District. By law, the Board of Directors is prohibited from taking action on such public comments. As appropriate, matters raised in these public comments will be referred to District staff or placed on the agenda of an upcoming Board meeting.

At this time, members of the public may also offer public comment for up to three minutes on any item on the Consent Calendar. While members of the public may not remove an item from the Consent Calendar for separate discussion, a Director may do so at the request of a member of the public.

**CONSENT CALENDAR (ITEMS NO. 1 – 17)**

All matters on the Consent Calendar are to be approved by one motion, without separate discussion on these items, unless a Board member or District staff request that specific items be removed from the Consent Calendar for separate consideration.

1. APPROVAL OF CASH DISBURSEMENTS

RECOMMENDATION: Ratify/authorize payment of bills

2. MINUTES OF BOARD OF DIRECTORS MEETINGS HELD APRIL 17, 2024

RECOMMENDATION: Approve as presented

3. AMERICAN WATER CHEMICALS AMENDMENT 7 TO AGREEMENT 1279 FOR THE PURCHASE OF ANTISCALANT IN THE GWRS REVERSE OSMOSIS (RO) TREATMENT FACILITY

RECOMMENDATION: Authorize execution by the General Manager of Amendment No. 7 to Agreement No. 1279 with American Water Chemicals, Inc., at \$1.22/lb. for the supply and delivery of antiscalant, for a period of two years

4. AWARD CONTRACT GBM-2024-2 TO BC2 ENVIRONMENTAL, LLC FOR INSTALLATION OF THREE SHALLOW AQUIFER MONITORING WELLS TO SUPPORT ANNUAL GROUNDWATER LEVEL CONTOUR MAPS AND STORAGE CALCULATIONS

RECOMMENDATION: 1) Receive and file Affidavit of Publication of Notice Inviting Bids for Contract GBM- 2024-2, and  
2) Accept bid and award contract GBM-2024-2 to BC2 Environmental, LLC for an amount not to exceed \$100,815

5. AUTHORIZE ISSUANCE OF SERVICES AGREEMENT TO BC2 ENVIRONMENTAL, LLC FOR DESTRUCTION OF MONITORING WELLS AM-21 AND AM-21A

RECOMMENDATION: 1) Authorize destruction of monitoring wells AM-21 and AM-21A, and  
2) Authorize General Manager to execute a Services Agreement to BC2 Environmental, LLC in an amount not to exceed \$13,000 for the destruction of monitoring wells AM-21 and AM-21A

6. SERVICE AGREEMENT WITH BESST, INC. FOR A DEPTH-SPECIFIC FLOW AND WATER QUALITY SURVEY AT HUNTINGTON BEACH WELL NO. 3A

RECOMMENDATION: Authorize issuance of a service agreement to BESST, Inc. in an amount not to exceed \$41,000 to provide depth-specific data collection services at Huntington Beach well no. 3A

7. AMENDMENT NO. 1 TO AGREEMENT 1561 WITH TUCKER ELLIS FOR LEGAL OVERSIGHT AND CEQA SUPPORT SERVICES

RECOMMENDATION: Authorize issuance of Amendment No. 1 to Agreement No. 1561 with Tucker Ellis LLP for an amount not to exceed \$100,000 to continue providing legal oversight services in the PFAS and South Basin litigations and CEQA support services for the South Basin Groundwater Protection Project

8. PROFESSIONAL SERVICES AGREEMENT WITH ONE SOURCE DISTRIBUTORS FOR THREE YEAR PREVENTIVE MAINTENANCE PROGRAM ON MEDIUM VOLTAGE VARIABLE FREQUENCY DRIVES FOR THE FOUNTAIN VALLEY FACILITY

RECOMMENDATION: Authorize issuance of a Professional Services Agreement with One Source Distributors for an amount not to exceed \$358,999 to provide electrical equipment maintenance services on variable frequency drives over a three-year period starting in fiscal year 2024-2025

9. CONTRACT NO. TAL-2024-1: TALBERT BARRIER WELL REDEVELOPMENT PROJECT-AWARD CONTRACT TO BC2 ENVIRONMENTAL, LLC

RECOMMENDATION: 1) Receive and file Affidavit of Publication of Notice Inviting Bids for Contract No. TAL-2024-1: Talbert Barrier Well Redevelopment Project;

2) Accept bid and award contract Phase I to BC2 Environmental, LLC for \$249,850, and

3) Accept bid and award contract Phase II to BC2 Environmental, LLC for \$154,850

10. ADDITIONAL FUNDS FOR LABORATORY SUPPLIES

RECOMMENDATION: Authorize issuance of additional funds in the amount of \$200,000 to the Laboratory General Fund Account Line Item 1038.51555 for laboratory supplies

11. RESEARCH GRANT SUBAWARD TO OVIVO USA LLC AND KENNEDY JENKS FOR STUDY ON SEPARATION AND DESTRUCTION OF PFAS FROM GWRS RO CONCENTRATE

RECOMMENDATION: 1) Approve and authorize contractor agreement for grant subaward with Ovivo USA LLC for an amount not to exceed \$100,000 for the study of Separation and Destruction of Per- and Polyfluoroalkyl Substances (PFAS) in Potable Reuse Reverse Osmosis Concentrate (ROC), and

2) Approve and authorize contractor agreement for grant subaward with Kennedy Jenks for an amount not to exceed \$20,000 for the study of Separation and Destruction of Per- and Polyfluoroalkyl Substances (PFAS) in Potable Reuse Reverse Osmosis Concentrate (ROC)

**ITEMS RECOMMENDED FOR APPROVAL AT PROPERTY MANAGEMENT COMMITTEE MEETING HELD APRIL 26 (ITEMS NO. 12 –16)**

12. AMENDMENT TO DUCK HUNTING LEASE WITH ELAINE RAAHAUGE D.B.A. MIKE RAAHAUGE'S SHOOTING ENTERPRISES

RECOMMENDATION: Approve and authorize execution of Amendment Twenty-Three to Lease with MRSE to extend the lease for a duck hunting concession on District property at Prado Basin for the 2024/25 duck hunting season with a new expiration date of June 30, 2025

13. AMENDMENT TO DUCK HUNTING LEASE WITH PRADO BASIN DUCK CLUB

RECOMMENDATION: Approve and authorize execution of Amendment Nineteen to Lease with PBDC to extend the lease for a duck hunting concession on District property at Prado Basin for the 2024/25 duck hunting season with a new expiration date of June 30, 2025

14. APPRAISAL SERVICES FOR THE MID-BASIN INJECTION SITE RENTAL ADJUSTMENT

RECOMMENDATION: Authorize execution of contract with CBRE for Appraisal Services for the appraisal of the Mid-Basin Injection Well Site in accordance with the Lease with Orange County Flood Control District

15. CORONA RECREATION, INC. REQUEST TO EXPAND RADIO CONTROL ELECTRIC CAR TRACK AT WARNER BASIN

RECOMMENDATION: Approve and authorize execution of Amendment Ten to Lease with Corona Recreation to expand the RC Track to include a removable asphalt track

16. PLANNING REMEDIATION OF FORMER PRADO SHOOTING AREAS –IN-PLACE REMEDIATION ALTERNATIVE COMPARISON

RECOMMENDATION: 1) ) Direct staff to discontinue pursuing remediation through consolidation, and  
2) Direct staff to analyze in-place remediation option with support from AECOM

**ITEM RECOMMENDED FOR APPROVAL AT COMMUNICATIONS AND LEGISLATIVE LIAISON COMMITTEE MEETING HELD MAY 2 (ITEM NO. 17)**

17. FEDERAL LEGISLATIVE UPDATE

RECOMMENDATION: Take the following action:

Bill Number/Author	Short Title	Recommendation
H.R. 7944 (Curtis – R-UT)	Water Systems PFAS Liability Protection Act	Support

**MATTER FOR CONSIDERATION**

18. CONTRACT NO. TUS-2022-1: CHANGE ORDER RATIFICATION AND BUDGET INCREASE

RECOMMENDATION: 1) Ratify issuance of change order number 5,  
2) Increase project budget by \$5,654,890 for a total Project budget in the amount of \$32,716,975, and  
3) Authorize General Manager to execute change order number 6 for an amount not to exceed \$5.5 million for the additional cost to construct the pipeline

## **INFORMATIONAL ITEMS**

19. ANNUAL SANTA ANA RIVER WATERMASTER REPORT

20. WATER RESOURCES SUMMARY

21. COMMITTEE/CONFERENCE/MEETING REPORTS

- ▶ April 26 - Property Management Committee (Chair Sheldon)
- ▶ May 02 - Communication & Legislative Liaison Committee (Chair Bilodeau)
- ▶ Reports on Committees/Conferences/Meetings Attended at District Expense (at which a quorum of the Board was present)

22. VERBAL REPORTS

- PRESIDENT'S REPORT
- GENERAL MANAGER'S REPORT
- DIRECTORS' REPORTS
- GENERAL COUNSEL REPORT

## **ADJOURNMENT**

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 Orange County Water District, 18700 Ward Street, Fountain Valley, CA and on the OCWD website: [www.ocwd.com](http://www.ocwd.com) not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Assistant District Secretary. Backup material for the Agenda is available at the District offices for public review and can be viewed online at the District's website: [www.ocwd.com](http://www.ocwd.com).

Accommodations to the Disabled: Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the District Secretary at (714) 378-3234 or by email at [cfuller@ocwd.com](mailto:cfuller@ocwd.com). Notification 24 hours prior to the meeting will enable District staff to make reasonable arrangements to assure accessibility to the meeting.

Availability of Agenda Material: As a general rule, agenda reports or other written documentation that has been prepared or organized with respect to each item of business listed on the agenda can be reviewed at [www.ocwd.com](http://www.ocwd.com). Copies of these materials and other disclosable public records distributed to all or a majority of the members of the Board of Directors in connection with an open session agenda item are also on file with and available for inspection at the Office of the District Secretary, 18700 Ward Street, Fountain Valley, California, during regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Orange County Water District office.



**AGENDA ITEM SUBMITTAL**

**Meeting Date:** May 15, 2024

**To:** Board of Directors

**From:** John Kennedy

**Staff Contact:** M. Ochoa

**Budgeted:** N/A

**Budgeted Amount:**

**Cost Estimate** \$9,135,803.22

**Funding Source:** N/A

**Program/Line Item No.** N/A

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: APPROVAL OF CASH DISBURSEMENTS**

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**SUMMARY**

For the period of April 25, 2024 through May 08, 2024, including manual checks and wire transfers, staff is presenting cash disbursements totaling \$9,135,803.22 disbursed for each period as follows:

Accounts Payable:	
04/25/2024 - 05/01/2024	\$ 5,216,160.13
05/02/2024 - 05/08/2024	\$ 2,561,020.07
Payroll	\$ 1,358,623.02
<b>Total Disbursements</b>	<b>\$ 9,135,803.22</b>

**RECOMMENDATION**

Ratify/Authorize payment of bills

**PRIOR RELEVANT BOARD ACTION(S)**

Semi-monthly



# Orange County Water District

## Check Register

**Begin Date:** 2024-04-25

**End Date:** 2024-05-01

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### Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
803878	2024-05-01	ALTA FOODCRAFT	Inv# 12417552		\$1,001.37		
803878	2024-05-01	ALTA FOODCRAFT	Inv# 12417552	BPO FIRST AID SUPPLIES	\$9.68		
<b>Total for Check: 803878</b>						<b>\$1,011.05</b>	<b>\$18,168.15</b>
803879	2024-05-01	SIGMA-ALDRICH, INC.	Inv# 562416659	lab supplies	\$274.49		
803879	2024-05-01	SIGMA-ALDRICH, INC.	Inv# 562416659	Trans/Handling	\$23.88		
803879	2024-05-01	SIGMA-ALDRICH, INC.	Inv# 562420578	Supplies	\$140.29		
803879	2024-05-01	SIGMA-ALDRICH, INC.	Inv# 562420578	Trans/Handling	\$20.13		
803879	2024-05-01	SIGMA-ALDRICH, INC.	Inv# 562426977	lab supplies	\$344.09		
803879	2024-05-01	SIGMA-ALDRICH, INC.	Inv# 562426977	Trans/Handling	\$24.44		
<b>Total for Check: 803879</b>						<b>\$827.32</b>	<b>\$18,920.49</b>
803880	2024-05-01	WECK LABORATORIES, INC.	Inv# W4D0090	BPO WATER ANALYSES	\$240.00		
803880	2024-05-01	WECK LABORATORIES, INC.	Inv# W4D0092	BPO WATER ANALYSES	\$120.00		
803880	2024-05-01	WECK LABORATORIES, INC.	Inv# W4D0184	BPO WATER ANALYSES	\$220.00		
803880	2024-05-01	WECK LABORATORIES, INC.	Inv# W4D0222	BPO WATER ANALYSES	\$220.00		
803880	2024-05-01	WECK LABORATORIES, INC.	Inv# W4D0226	BPO WATER ANALYSES	\$110.00		
803880	2024-05-01	WECK LABORATORIES, INC.	Inv# W4D0361	BPO WATER ANALYSES	\$120.00		
803880	2024-05-01	WECK LABORATORIES, INC.	Inv# W4D0362	BPO WATER ANALYSES	\$240.00		
803880	2024-05-01	WECK LABORATORIES, INC.	Inv# W4D0554	BPO WATER ANALYSES	\$220.00		
803880	2024-05-01	WECK LABORATORIES, INC.	Inv# W4D0558	BPO WATER ANALYSES	\$220.00		
803880	2024-05-01	WECK LABORATORIES, INC.	Inv# W4D0672	BPO WATER ANALYSES	\$440.00		
<b>Total for Check: 803880</b>						<b>\$2,150.00</b>	<b>\$22,478.50</b>
803881	2024-05-01	WESTAIR GASES & EQUIPMENT	Inv# 0011815742	Lab-nitrogen	\$110.54		
803881	2024-05-01	WESTAIR GASES & EQUIPMENT	Inv# 0011815742	haz mtl, frt, surcharge	\$59.12		
803881	2024-05-01	WESTAIR GASES & EQUIPMENT	Inv# 0011816095	4/4 nitrogen-Hydrogeo	\$37.34		
803881	2024-05-01	WESTAIR GASES & EQUIPMENT	Inv# 0011816095	hazardous material	\$16.03		
<b>Total for Check: 803881</b>						<b>\$223.03</b>	<b>\$94,977.18</b>
<b>Run Date: 4/30/2024</b>					<b>\$4,211.40</b>	<b>\$4,211.40</b>	

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117838	2024-05-01	ACCO ENGINEERED SYSTEMS	Inv# 20530454	Emergency Lab Chiller #2 Rpr	\$3,193.71		
117838	2024-05-01	ACCO ENGINEERED SYSTEMS	Inv# 20530454		\$112.00		
117838	2024-05-01	ACCO ENGINEERED SYSTEMS	Inv# 20532617	Apr24 HVAC maintenance	\$8,423.00		
117838	2024-05-01	ACCO ENGINEERED SYSTEMS	Inv# 20530454	Emergency Lab Chiller #2 Rpr	\$5,440.00		
<b>Total for Check: 117838</b>						\$17,168.71	\$234,762.75
117839	2024-05-01	ACCURATE MEASUREMENT SYSTEMS	Inv# V040124DP3	Generated by reorder 3/11/24 6	\$6,522.83		
117839	2024-05-01	ACCURATE MEASUREMENT SYSTEMS	Inv# V040124DP3	Shipping	\$41.32		
<b>Total for Check: 117839</b>						\$6,564.15	\$6,564.15
117840	2024-05-01	ACE CRANE SERVICE, INC.	Inv# 32177	1st Quarter Crane Inspection -	\$3,356.00		
117840	2024-05-01	ACE CRANE SERVICE, INC.	Inv# 32177	Discount	(\$16.78)		
117840	2024-05-01	ACE CRANE SERVICE, INC.	Inv# 32179	Crane Inspection (Annual) - 20	\$2,747.26		
117840	2024-05-01	ACE CRANE SERVICE, INC.	Inv# 32179	Discount	(\$13.74)		
<b>Total for Check: 117840</b>						\$6,072.74	\$28,729.55
117841	2024-05-01	AECOM TECHNICAL SERVICES, INC.	Inv# 2000874954	3/9-22 North Basin RI & FS	\$3,055.59		
117841	2024-05-01	AECOM TECHNICAL SERVICES, INC.	Inv# 2000874969	2/24-3/22 Prado Range Planning	\$19,732.06		
<b>Total for Check: 117841</b>						\$22,787.65	\$210,442.48
117842	2024-05-01	AGILENT TECHNOLOGIES, INC.	Inv# 127592823	SUPPLIES	\$1,151.88		
117842	2024-05-01	AGILENT TECHNOLOGIES, INC.	Inv# 127592823	Shipping	\$8.70		
<b>Total for Check: 117842</b>						\$1,160.58	\$320,518.23
117843	2024-05-01	AIR SITES 2000 LLC	Inv# 19480	Site lease for repeater and an	\$450.00		
<b>Total for Check: 117843</b>						\$450.00	\$4,522.50
117844	2024-05-01	ALLIANT INSURANCE SERVICES INC	Inv# 2544219	INSURANCE BROKER BPO	\$6,249.99		
<b>Total for Check: 117844</b>						\$6,249.99	\$25,397.00
117845	2024-05-01	ALTERNATIVE HOSE, INC.	Inv# 6078848	BPO HOSES	\$120.68		
<b>Total for Check: 117845</b>						\$120.68	\$3,423.02
117846	2024-05-01	AMAZON CAPITAL SERVICES, INC	Inv# 1DF7-3WG6-CT7H		(\$40.21)		
117846	2024-05-01	AMAZON CAPITAL SERVICES, INC	Inv# 1MD9-WHNG-FRL9	Warehouse Supplies	\$17.40		
117846	2024-05-01	AMAZON CAPITAL SERVICES, INC	Inv# 1MK7-M7GC-KMWH	Warehouse Supplies	\$39.20		
117846	2024-05-01	AMAZON CAPITAL SERVICES, INC	Inv# 1RTD-3MFK-G74H		\$371.95		

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		<b>Total for Check:</b>	117846			\$388.34	\$38,786.73
117847	2024-05-01	AMAZON WEB SERVICES INC	Inv# 1644710425	R&D CLOUD ACCOUNT	\$69.44		
		<b>Total for Check:</b>	117847			\$69.44	\$2,286.17
117848	2024-05-01	AMERICAN WATER CHEMICAL, INC	Inv# 52231721	4/2 40500 lb antiscalant	\$53,055.00		
117848	2024-05-01	AMERICAN WATER CHEMICAL, INC	Inv# 52232411	Plant Chemic YN FOR WATER PROD	\$38,793.30		
117848	2024-05-01	AMERICAN WATER CHEMICAL, INC	Inv# 52232411	Plant Chemic YN FOR WATER PROD	\$7,460.25		
		<b>Total for Check:</b>	117848			\$99,308.55	\$1,563,018.95
117849	2024-05-01	ANAHEIM, CITY OF	Inv# 0110196000_20240417	03/14/2024 to 04/15/2024	\$16.64		
117849	2024-05-01	ANAHEIM, CITY OF	Inv# 0110198000_20240417	03/14/2024 to 04/15/2024	\$100.02		
117849	2024-05-01	ANAHEIM, CITY OF	Inv# 0110199000_20240417	03/14/2024 to 04/15/2024	\$73,748.71		
		<b>Total for Check:</b>	117849			\$73,865.37	\$446,080.17
117850	2024-05-01	B & M LAWN & GARDEN CENTER	Inv# 633394	BPO LANDSCAPING SUPPLIES	\$137.14		
117850	2024-05-01	B & M LAWN & GARDEN CENTER	Inv# 633929		\$137.14		
117850	2024-05-01	B & M LAWN & GARDEN CENTER	Inv# 633929		\$59.74		
117850	2024-05-01	B & M LAWN & GARDEN CENTER	Inv# 633929		\$26.17		
117850	2024-05-01	B & M LAWN & GARDEN CENTER	Inv# 633929		\$19.40		
117850	2024-05-01	B & M LAWN & GARDEN CENTER	Inv# 634359	BPO LANDSCAPING SUPPLIES	\$87.69		
117850	2024-05-01	B & M LAWN & GARDEN CENTER	Inv# 634359		\$45.00		
		<b>Total for Check:</b>	117850			\$512.28	\$4,018.33
117851	2024-05-01	BLUESPACE INTERIORS	Inv# 1-02211822	Generated by reorder 4/1/24 7:	\$417.34		
117851	2024-05-01	BLUESPACE INTERIORS	Inv# 1-02211822	Fuel surcharge	\$2.99		
117851	2024-05-01	BLUESPACE INTERIORS	Inv# 1-02208051		(\$761.14)		
117851	2024-05-01	BLUESPACE INTERIORS	Inv# W2265976		\$764.13		
		<b>Total for Check:</b>	117851			\$423.32	\$20,069.43
117852	2024-05-01	BRENNTAG PACIFIC INC.	Inv# BPI423216	4/15 12.050 ton caustic soda	\$8,858.85		
117852	2024-05-01	BRENNTAG PACIFIC INC.	Inv# BPI423216	discount	(\$177.18)		
117852	2024-05-01	BRENNTAG PACIFIC INC.	Inv# BPI426271	4/25 21.05 ton citric acid	\$27,790.74		
117852	2024-05-01	BRENNTAG PACIFIC INC.	Inv# BPI426271	discount	(\$555.81)		
		<b>Total for Check:</b>	117852			\$35,916.60	\$1,844,155.73
117853	2024-05-01	BURLINGTON SAFETY LABORATORY, INC.	Inv# 93328	CL00 Type 1 Black Rubber JHAMM	\$138.17		
117853	2024-05-01	BURLINGTON SAFETY LABORATORY, INC.	Inv# 93328	CL00 Type 1 Black Rubber JHAMM	\$59.03		

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117853	2024-05-01	BURLINGTON SAFETY LABORATORY, INC.	Inv# 93328	CL00 Type 1 Black Rubber JHAMM	\$57.10		
117853	2024-05-01	BURLINGTON SAFETY LABORATORY, INC.	Inv# 93328	freight	\$15.00		
117853	2024-05-01	BURLINGTON SAFETY LABORATORY, INC.	Inv# 93328	Discount	(\$2.34)		
117853	2024-05-01	BURLINGTON SAFETY LABORATORY, INC.	Inv# 93345	AirLite 12Cal Shroud EN1 JHAMM	\$737.53		
117853	2024-05-01	BURLINGTON SAFETY LABORATORY, INC.	Inv# 93345		\$50.00		
117853	2024-05-01	BURLINGTON SAFETY LABORATORY, INC.	Inv# 93345	Discount	(\$6.78)		
<b>Total for Check: 117853</b>						<b>\$1,047.71</b>	<b>\$1,416.88</b>
117854	2024-05-01	CALIFORNIA AIR RESOURCES BOARD CARB/PERP	Inv# P-051078-041124		\$735.00		
<b>Total for Check: 117854</b>						<b>\$735.00</b>	<b>\$735.00</b>
117855	2024-05-01	CALTROL INC.	Inv# CD99199841	OCWD Inmation Plant Web Optics	\$17,515.28		
<b>Total for Check: 117855</b>						<b>\$17,515.28</b>	<b>\$215,202.37</b>
117856	2024-05-01	CAPISTRANO UNIFIED SCHOOL DISTRICT	Inv# 20240101	Wood Canyon ES	\$2,312.00		
<b>Total for Check: 117856</b>						<b>\$2,312.00</b>	<b>\$2,312.00</b>
117857	2024-05-01	CEL ANALYTICAL INC	Inv# 240313-4929	BPO WQ ANALYSIS	\$630.00		
<b>Total for Check: 117857</b>						<b>\$630.00</b>	<b>\$11,630.00</b>
117858	2024-05-01	CHARLES P. CROWLEY CO,	Inv# 32501	Generated by reorder 3/12/24 2	\$641.63		
117858	2024-05-01	CHARLES P. CROWLEY CO,	Inv# 32501	freight	\$46.33		
<b>Total for Check: 117858</b>						<b>\$687.96</b>	<b>\$57,596.09</b>
117859	2024-05-01	CITY OF ANAHEIM	Inv# EE003133	PFAS reimbursement #039	\$3,559,811.03		
<b>Total for Check: 117859</b>						<b>\$3,559,811.03</b>	<b>\$43,100,893.05</b>
117860	2024-05-01	CITY OF ANAHEIM, PUBLIC UTILITIES	Inv# 0145085300_20240418	03/14/2024 to 04/15/2024	\$29.46		
<b>Total for Check: 117860</b>						<b>\$29.46</b>	<b>\$29.46</b>
117861	2024-05-01	COMPLETE PAPERLESS SOLUTIONS, LLC	Inv# 4083	Laserfiche software support	\$17,407.00		
117861	2024-05-01	COMPLETE PAPERLESS SOLUTIONS, LLC	Inv# 4083	June 2024- May 2025	\$15,956.42		

# Orange County Water District

## Check Register

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Check No.	Date	Vendor Name	Invoice #		Purpose	Invoice Amount	Check Amount	FYTD
117861	2024-05-01	COMPLETE PAPERLESS SOLUTIONS, LLC	Inv# 4083	May 2024		\$1,450.58		
117861	2024-05-01	COMPLETE PAPERLESS SOLUTIONS, LLC	Inv# 4083			(\$17,407.00)		
<b>Total for Check:</b> 117861							\$17,407.00	\$19,870.00
117862	2024-05-01	CORPORATE IMAGE MAINTENANCE	Inv# 37334	1095		\$13,999.14		
117862	2024-05-01	CORPORATE IMAGE MAINTENANCE	Inv# 37334	1095		\$1,696.42		
117862	2024-05-01	CORPORATE IMAGE MAINTENANCE	Inv# 37334	1095		\$247.44		
<b>Total for Check:</b> 117862							\$15,943.00	\$175,352.00
117863	2024-05-01	COUNTY OF ORANGE	Inv# OCHCA PERMIT MW OCWD BS29			\$843.00		
<b>Total for Check:</b> 117863							\$843.00	\$843.00
117864	2024-05-01	COUNTY OF ORANGE	Inv# E01-706.1 2024		SAR Parcel #01-706.1	\$2,420.25		
<b>Total for Check:</b> 117864							\$2,420.25	\$10,013.57
117865	2024-05-01	COUNTY OF RIVERSIDE	Inv# IN0508317			\$943.00		
<b>Total for Check:</b> 117865							\$943.00	\$943.00
117866	2024-05-01	CWEA	Inv# 808616		Conference Attendance	\$195.00		
<b>Total for Check:</b> 117866							\$195.00	\$5,735.00
117867	2024-05-01	DDB ENGINEERING, INC.	Inv# IN202416	Mar24	2023 GWRS report	\$10,805.00		
<b>Total for Check:</b> 117867							\$10,805.00	\$51,582.00
117868	2024-05-01	DEPARTMENT OF TOXIC SUBSTANCES	Inv# 23SM4912			\$3,036.26		
<b>Total for Check:</b> 117868							\$3,036.26	\$15,201.40
117869	2024-05-01	DEVAUL PAINT COMPANY	Inv# 00102149		BPO PAINT SUPPLIES	\$120.28		
117869	2024-05-01	DEVAUL PAINT COMPANY	Inv# 00102410		BPO PAINT SUPPLIES	\$381.39		
117869	2024-05-01	DEVAUL PAINT COMPANY	Inv# 00103087		BPO PAINT SUPPLIES	\$360.84		
117869	2024-05-01	DEVAUL PAINT COMPANY	Inv# 00103087		Discount	(\$6.64)		
<b>Total for Check:</b> 117869							\$855.87	\$3,176.79
117870	2024-05-01	ENGINEERING ANALYTICS, INC	Inv# 24-0279	2/24-3/29	South Basin FS	\$1,027.43		
<b>Total for Check:</b> 117870							\$1,027.43	\$2,289.70
117871	2024-05-01	ENVIRONMENTAL SCIENCE ASSOCIATES	Inv# 194650	Feb24	South Basin CEQA/EIR	\$8,360.50		
<b>Total for Check:</b> 117871							\$8,360.50	\$55,130.11

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
117872	2024-05-01	ES OPCO USA LLC	Inv# IN-4480120	WEED CONTROL	\$581.85		
117872	2024-05-01	ES OPCO USA LLC	Inv# IN-4481116	WEED CONTROL	\$124.74		
<b>Total for Check: 117872</b>						\$706.59	\$706.59
117873	2024-05-01	EUROFINS ENVIRONMENT TESTING SW LLC	Inv# 5700173712	BPO WATER ANALYSES	\$452.50		
<b>Total for Check: 117873</b>						\$452.50	\$5,387.50
117874	2024-05-01	EVOQUA WATER TECHNOLOGIES, LLC	Inv# 906396694	BPO TANK RENTAL WATER SYSTEM	\$150.95		
117874	2024-05-01	EVOQUA WATER TECHNOLOGIES, LLC	Inv# 906396695	BPO TANK RENTAL WATER SYSTEM	\$269.38		
117874	2024-05-01	EVOQUA WATER TECHNOLOGIES, LLC	Inv# 906396695	BPO TANK RENTAL WATER SYSTEM	\$55.46		
117874	2024-05-01	EVOQUA WATER TECHNOLOGIES, LLC	Inv# 906402148	Generated by reorder 2/27/24 3	\$168.94		
117874	2024-05-01	EVOQUA WATER TECHNOLOGIES, LLC	Inv# 906402148	Shipping	\$111.68		
<b>Total for Check: 117874</b>						\$756.41	\$2,423,750.49
117875	2024-05-01	EZKEM CORPORATION	Inv# 8119	lab supplies	\$95.00		
117875	2024-05-01	EZKEM CORPORATION	Inv# 8119	lab supplies	\$52.00		
117875	2024-05-01	EZKEM CORPORATION	Inv# 8119	lab supplies	\$52.00		
117875	2024-05-01	EZKEM CORPORATION	Inv# 8119	lab supplies	\$52.00		
117875	2024-05-01	EZKEM CORPORATION	Inv# 8119	lab supplies	\$52.00		
117875	2024-05-01	EZKEM CORPORATION	Inv# 8119	lab supplies	\$52.00		
117875	2024-05-01	EZKEM CORPORATION	Inv# 8119	FedEx Ground	\$15.00		
<b>Total for Check: 117875</b>						\$370.00	\$370.00
117876	2024-05-01	FEDERAL EXPRESS CORPORATION	Inv# 8-475-50166	Package Delivery	\$33.52		
117876	2024-05-01	FEDERAL EXPRESS CORPORATION	Inv# 8-475-50167	Package Delivery	\$136.09		
117876	2024-05-01	FEDERAL EXPRESS CORPORATION	Inv# 8-482-00089	Package Delivery	\$209.64		
117876	2024-05-01	FEDERAL EXPRESS CORPORATION	Inv# 8-482-00090	Package Delivery	\$34.28		
<b>Total for Check: 117876</b>						\$413.53	\$15,534.66
117877	2024-05-01	FISHER & PHILLIPS LLP	Inv# 1945239		\$2,500.00		
<b>Total for Check: 117877</b>						\$2,500.00	\$2,500.00

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
117879	2024-05-01	FISHER SCIENTIFIC CO.	Inv# 0788606	SUPPLIES	\$960.59		
117879	2024-05-01	FISHER SCIENTIFIC CO.	Inv# 0788606		\$6.45		
117879	2024-05-01	FISHER SCIENTIFIC CO.	Inv# 0829042	Supplies	\$148.99		
117879	2024-05-01	FISHER SCIENTIFIC CO.	Inv# 0829042	Shipping-Fuel Surcharge	\$6.45		
117879	2024-05-01	FISHER SCIENTIFIC CO.	Inv# 0908043	lab supplies	\$129.80		
117879	2024-05-01	FISHER SCIENTIFIC CO.	Inv# 0908043	Shipping-Fuel Surcharge	\$6.45		
117879	2024-05-01	FISHER SCIENTIFIC CO.	Inv# 0943349	CWEF - PHUN/LAB SUPPLIES	\$609.63		
117879	2024-05-01	FISHER SCIENTIFIC CO.	Inv# 0943349	Direct Ship Trans Charge	\$154.30		
117879	2024-05-01	FISHER SCIENTIFIC CO.	Inv# 0943350		\$90.30		
117879	2024-05-01	FISHER SCIENTIFIC CO.	Inv# 0943351	Supplies	\$415.97		
117879	2024-05-01	FISHER SCIENTIFIC CO.	Inv# 0943351	Shipping-Fuel Surcharges	\$6.45		
<b>Total for Check: 117879</b>						<b>\$2,535.38</b>	<b>\$197,861.13</b>
117880	2024-05-01	FLEET SERVICES INC	Inv# 01P138699	TR-25 Lowbed trailer brake rep	\$220.70		
<b>Total for Check: 117880</b>						<b>\$220.70</b>	<b>\$606.87</b>
117881	2024-05-01	FOUNTAIN VALLEY, CITY OF	Inv# 8157-238000-13_20240423	02/11/2024 to 04/14/2024	\$768.56		
117881	2024-05-01	FOUNTAIN VALLEY, CITY OF	Inv# 8157-238500-03_20240423	02/11/2024 to 04/14/2024	\$373.00		
117881	2024-05-01	FOUNTAIN VALLEY, CITY OF	Inv# 8166-100000-01_20240423	02/11/2024 to 04/14/2024	\$30,535.08		
<b>Total for Check: 117881</b>						<b>\$31,676.64</b>	<b>\$238,480.04</b>
117882	2024-05-01	FULLERTON SCHOOL DISTRICT	Inv# 22110951	Commonwealth,Maple,Woodcrest	\$1,753.46		
<b>Total for Check: 117882</b>						<b>\$1,753.46</b>	<b>\$1,753.46</b>
117883	2024-05-01	GRAINGER INC.	Inv# 9056523815	BPO INDUSTRIAL SUPPLIES	\$221.08		
117883	2024-05-01	GRAINGER INC.	Inv# 9057734171	BPO INDUSTRIAL SUPPLIES	\$196.06		
117883	2024-05-01	GRAINGER INC.	Inv# 9058378333	BPO INDUSTRIAL SUPPLIES	\$232.43		
117883	2024-05-01	GRAINGER INC.	Inv# 9058636219	Generated by reorder 3/14/24 3	\$229.25		
117883	2024-05-01	GRAINGER INC.	Inv# 9058636219	Generated by reorder 3/14/24 3	\$46.85		
117883	2024-05-01	GRAINGER INC.	Inv# 9060586386	Generated by reorder 3/5/24 7:	\$198.15		
117883	2024-05-01	GRAINGER INC.	Inv# 9061227287	BPO INDUSTRIAL SUPPLIES	\$44.36		
117883	2024-05-01	GRAINGER INC.	Inv# 9062676995	BPO INDUSTRIAL SUPPLIES	\$136.70		
<b>Total for Check: 117883</b>						<b>\$1,304.88</b>	<b>\$186,989.26</b>
117884	2024-05-01	HACH COMPANY	Inv# 13987640	Supplies	\$42.25		

# Orange County Water District

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### Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
117884	2024-05-01	HACH COMPANY	Inv# 13987640	Supplies	\$41.97		
117884	2024-05-01	HACH COMPANY	Inv# 13987640	Freight	\$38.47		
		<b>Total for Check:</b>	117884			\$122.69	\$89,009.60
117885	2024-05-01	HOME DEPOT CREDIT SERVICES	Inv# 05233933	BPO INDUSTRIAL SUPPLIES	\$87.72		
		<b>Total for Check:</b>	117885			\$87.72	\$31,425.09
117886	2024-05-01	Harasty, Alicia	Inv# MAY 20, 2024 TRAVEL	5/20 D.C.Legislative DC Mtg	\$1,201.95		
		<b>Total for Check:</b>	117886			\$1,201.95	\$7,030.49
117887	2024-05-01	IMPERIAL SPRINKLER	Inv# 0014763481-001	BPO LANDSCAPE SUPPLIES	\$23.28		
117887	2024-05-01	IMPERIAL SPRINKLER	Inv# 0014763481-001	Discount	(\$0.43)		
		<b>Total for Check:</b>	117887			\$22.85	\$517.87
117888	2024-05-01	IRVINE PIPE & SUPPLY CO	Inv# S117853090.002		\$847.53		
		<b>Total for Check:</b>	117888			\$847.53	\$88,870.07
117889	2024-05-01	JOHNSON, BONNIE	Inv# 10	Jan-Mar24 Nat.Res.reports	\$639.82		
		<b>Total for Check:</b>	117889			\$639.82	\$4,478.80
117890	2024-05-01	LHOIST NORTH AMERICA	Inv# 1102406831	4/2 lime(2) 26.67 & 25.31 tons	\$21,207.85		
		<b>Total for Check:</b>	117890			\$21,207.85	\$1,359,182.63
117891	2024-05-01	MCMaster-CARR SUPPLY COMPANY	Inv# 25943066	BPO INDUSTRIAL SUPPLIES	\$97.71		
117891	2024-05-01	MCMaster-CARR SUPPLY COMPANY	Inv# 25943066	Shipping	\$9.02		
117891	2024-05-01	MCMaster-CARR SUPPLY COMPANY	Inv# 25943066	Discount	(\$1.95)		
117891	2024-05-01	MCMaster-CARR SUPPLY COMPANY	Inv# 26025386	Supplies	\$42.61		
117891	2024-05-01	MCMaster-CARR SUPPLY COMPANY	Inv# 26025386	Shipping	\$8.61		
117891	2024-05-01	MCMaster-CARR SUPPLY COMPANY	Inv# 26025386	Discount	(\$0.85)		
		<b>Total for Check:</b>	117891			\$155.15	\$22,277.24
117892	2024-05-01	MENDOCINO FARMS LLC	Inv# 591056	LUNCH MEETING FOR RISK & SAFET	\$276.92		
		<b>Total for Check:</b>	117892			\$276.92	\$714.28
117893	2024-05-01	METAL SAMPLES COMPANY	Inv# 293287	Metal Samples	\$650.94		
117893	2024-05-01	METAL SAMPLES COMPANY	Inv# 293287	Metal Samples	\$395.75		
117893	2024-05-01	METAL SAMPLES COMPANY	Inv# 293287	Metal Samples	\$91.16		



# Orange County Water District

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### Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
117893	2024-05-01	METAL SAMPLES COMPANY	Inv# 293287	Metal Samples	\$89.02		
117893	2024-05-01	METAL SAMPLES COMPANY	Inv# 293287	Metal Samples	\$80.44		
117893	2024-05-01	METAL SAMPLES COMPANY	Inv# 293287	Metal Samples	\$80.44		
117893	2024-05-01	METAL SAMPLES COMPANY	Inv# 293287	S&H	\$28.62		
<b>Total for Check: 117893</b>						<b>\$1,416.37</b>	<b>\$1,979.49</b>
117894	2024-05-01	MTM RECOGNITION CORP.	Inv# 6196058	Service Awards	\$77.77		
<b>Total for Check: 117894</b>						<b>\$77.77</b>	<b>\$5,189.34</b>
117895	2024-05-01	ODP BUSINESS SOLUTIONS LLC	Inv# 358344189001	SUPPLIES	\$50.01		
117895	2024-05-01	ODP BUSINESS SOLUTIONS LLC	Inv# 360528727001	OFFICE SUPPLIES	\$522.21		
117895	2024-05-01	ODP BUSINESS SOLUTIONS LLC	Inv# 363143523001		\$115.81		
<b>Total for Check: 117895</b>						<b>\$688.03</b>	<b>\$5,782.79</b>
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007443645.001	ELECTRICAL SUPPLIES	\$311.99		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007443645.001	Discount	(\$2.87)		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007451765.001	OCAL Material Wall Mount Two 2	\$365.20		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007451765.001	OCAL Material Wall Mount Two 2	\$292.68		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007451765.001	OCAL Material Wall Mount Two 2	\$140.13		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007451765.001	OCAL Material Wall Mount Two 2	\$126.50		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007451765.001	OCAL Material Wall Mount Two 2	\$84.84		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007451765.001	OCAL Material Wall Mount Two 2	\$77.55		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007451765.001	Discount	(\$9.99)		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007455561.001	OCALConduit Fitting Rep JHAMM	\$141.11		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007455561.001	OCALConduit Fitting Rep JHAMM	\$105.97		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007455561.001	Discount	(\$3.08)		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007456587.001	Research Center supplies	\$685.05		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007456587.001	Research Center supplies	\$268.85		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007456587.001	Research Center supplies	\$228.35		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007456587.001	Research Center supplies	\$134.53		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007456587.001	Research Center supplies	\$67.27		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007456587.001	Discount	(\$12.73)		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007456880.001	research center supplies	\$1,190.45		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007456880.001	Discount	(\$10.95)		
117898	2024-05-01	ONESOURCE DISTRIBUTORS INC.	Inv# S007455561.001	OCALConduit Fitting Rep JHAMM	\$88.21		

# Orange County Water District

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### Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
		<b>Total for Check:</b>	117898			\$4,269.06	\$197,853.04
117899	2024-05-01	ORANGE COUNTY CONSERVATION CORPS	Inv# 04022024-OCWDADOPT removal	Mar24 graffiti-trash	\$2,798.33		
		<b>Total for Check:</b>	117899			\$2,798.33	\$35,781.63
117900	2024-05-01	ORANGE COUNTY SANITATION DISTRICT	Inv# 63183	Security bill	\$8,799.34		
		<b>Total for Check:</b>	117900			\$8,799.34	\$46,048.52
117901	2024-05-01	PACIFIC HYDROTECH CORPORATION	Inv# 5	Prog.Pmt#5 SA-2022-1	\$349,327.29		
		<b>Total for Check:</b>	117901			\$349,327.29	\$6,962,893.75
117902	2024-05-01	AMERICAN BUSINESS BANK	Inv# ESC 8799804 RET#5	P.Hydro SA-2022-1 Ret#5	\$18,385.65		
		<b>Total for Check:</b>	117902			\$18,385.65	\$54,993.45
117903	2024-05-01	PACWEST SECURITY SERVICES	Inv# OC36950	Apr24 security service	\$34,400.06		
		<b>Total for Check:</b>	117903			\$34,400.06	\$345,871.16
117904	2024-05-01	PHENOVA INC	Inv# 203343	Supplies	\$991.75		
117904	2024-05-01	PHENOVA INC	Inv# 203343	Freight	\$51.68		
117904	2024-05-01	PHENOVA INC	Inv# 203343	Handling	\$8.70		
		<b>Total for Check:</b>	117904			\$1,052.13	\$13,569.40
117905	2024-05-01	PIKE, DONNA R	Inv# 02/09-4/11/24	FHQ Petty Cash	\$651.63		
		<b>Total for Check:</b>	117905			\$651.63	\$5,998.06
117906	2024-05-01	PRECISION SOLUTIONS INTERNATIONAL LLC	Inv# 6217	Assistance with JD Edwards	\$465.00		
		<b>Total for Check:</b>	117906			\$465.00	\$16,902.50
117907	2024-05-01	PURCOR PEST SOLUTIONS	Inv# 11447463	PEST CONTROL-REP BPO#517507	\$185.00		
		<b>Total for Check:</b>	117907			\$185.00	\$1,605.00
117908	2024-05-01	Patel, Mehul	Inv# APRIL 20, 2024 TRAVEL Water Pro	4/20 SACTO MWD State	\$40.00		
		<b>Total for Check:</b>	117908			\$40.00	\$3,329.14
117909	2024-05-01	QDOXS	Inv# 1N58770	COPIER MAINTENANCE	\$513.52		
		<b>Total for Check:</b>	117909			\$513.52	\$4,906.87
117910	2024-05-01	QUINN COMPANY	Inv# PC830419609	BPO EQUIPMENT & SUPPLIES	\$196.53		
117910	2024-05-01	QUINN COMPANY	Inv# PC830420258		\$179.73		
117910	2024-05-01	QUINN COMPANY	Inv# PC830420258		\$169.04		
117910	2024-05-01	QUINN COMPANY	Inv# PC830420258		\$101.46		

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117910	2024-05-01	QUINN COMPANY	Inv# PC830420258		\$80.90		
117910	2024-05-01	QUINN COMPANY	Inv# PC830420258		\$63.63		
117910	2024-05-01	QUINN COMPANY	Inv# PC830420258		\$44.30		
		<b>Total for Check:</b>	117910			<b>\$835.59</b>	<b>\$2,091,899.54</b>
117911	2024-05-01	RESILIENT COMMUNICATIONS INC	Inv# 803054	Smartnet Renewal	\$1,749.55		
117911	2024-05-01	RESILIENT COMMUNICATIONS INC	Inv# 803054	Smartnet Renewal	\$762.52		
117911	2024-05-01	RESILIENT COMMUNICATIONS INC	Inv# 803054	Smartnet Renewal	\$662.59		
117911	2024-05-01	RESILIENT COMMUNICATIONS INC	Inv# 803054	Smartnet Renewal	\$590.00		
117911	2024-05-01	RESILIENT COMMUNICATIONS INC	Inv# 803054	Smartnet Renewal	\$454.97		
117911	2024-05-01	RESILIENT COMMUNICATIONS INC	Inv# 803054	Smartnet Renewal	\$373.80		
117911	2024-05-01	RESILIENT COMMUNICATIONS INC	Inv# 803054	Smartnet Renewal	\$727.17		
		<b>Total for Check:</b>	117911			<b>\$5,320.60</b>	<b>\$23,388.10</b>
117912	2024-05-01	RESTEK CORPORATION	Inv# CD50436879	Supplies	\$462.19		
117912	2024-05-01	RESTEK CORPORATION	Inv# CD50436879	Discount	(\$8.50)		
		<b>Total for Check:</b>	117912			<b>\$453.69</b>	<b>\$10,822.79</b>
117913	2024-05-01	RH DANA ELEMENTARY SCHOOL	Inv# 101	Capistrano Unified School Dist	\$123.75		
		<b>Total for Check:</b>	117913			<b>\$123.75</b>	<b>\$123.75</b>
117914	2024-05-01	RICOH USA INC	Inv# 04012024	OPEN BPO FOR PRADO COPIES	\$132.30		
117914	2024-05-01	RICOH USA INC	Inv# 5069229717	OPEN BPO FOR PRADO COPIES	\$67.65		
		<b>Total for Check:</b>	117914			<b>\$199.95</b>	<b>\$853.81</b>
117915	2024-05-01	Ramirez, Adrian	Inv# MAR-APR 2024 EXPENSES	3/26-4/16 expenses	\$125.93		
		<b>Total for Check:</b>	117915			<b>\$125.93</b>	<b>\$125.93</b>
117916	2024-05-01	SAN BERNARDINO VALLEY MUNICIPAL WATER	Inv# 4292		\$45,694.00		
		<b>Total for Check:</b>	117916			<b>\$45,694.00</b>	<b>\$79,148.00</b>
117917	2024-05-01	SANTA ANA UNIFIED SCHOOL DISTRICT	Inv# 67475	Lowell ES	\$982.22		
		<b>Total for Check:</b>	117917			<b>\$982.22</b>	<b>\$982.22</b>
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$1,818.06		
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$1,153.87		
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$693.58		
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$333.65		
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$232.89		

# Orange County Water District

## Check Register

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### Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$214.33		
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$190.58		
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$165.08		
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$155.45		
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$113.27		
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$112.06		
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$67.02		
117919	2024-05-01	SC FUELS	Inv# 0866061	BPO UNLEADED FUEL FOR VEHICLES	\$54.23		
<b>Total for Check:</b>		117919				\$5,304.07	\$102,993.17
117920	2024-05-01	SEPARATION PROCESSES, INC.	Inv# 11090	Mar24 Ops support	\$5,265.00		
<b>Total for Check:</b>		117920				\$5,265.00	\$101,154.29
117921	2024-05-01	SHEAKLEY WORKFORCE MGMT SVCS LLC.	Inv# FLEX00020927	3/1-3/31/24 FSA Fees	\$282.10		
<b>Total for Check:</b>		117921				\$282.10	\$2,686.30
117922	2024-05-01	SOLTIS AND COMPANY, INC.	Inv# 8365	1258	\$4,503.58		
117922	2024-05-01	SOLTIS AND COMPANY, INC.	Inv# 8366	1258	\$3,000.00		
<b>Total for Check:</b>		117922				\$7,503.58	\$87,679.84
117923	2024-05-01	ST IRENAEUS SCHOOL	Inv# CHARTER ID 64382	St Irenaesus ES	\$655.00		
<b>Total for Check:</b>		117923				\$655.00	\$655.00
117924	2024-05-01	STANTEC CONSULTING INC. (SCI)	Inv# 2209339	Thru 2/2 PFAS wo#3 S.Ana 27-28	\$85,162.32		
117924	2024-05-01	STANTEC CONSULTING INC. (SCI)	Inv# 2206504	Thru 2/2 PFAS wo#3 S.Ana 31	\$71,542.25		
<b>Total for Check:</b>		117924				\$156,704.57	\$1,295,762.63
117925	2024-05-01	STAPLES ADVANTAGE	Inv# 6001037435	Generated by reorder 4/1/24 6:	\$321.16		
117925	2024-05-01	STAPLES ADVANTAGE	Inv# 6001037435	Generated by reorder 4/1/24 6:	\$288.08		
117925	2024-05-01	STAPLES ADVANTAGE	Inv# 6001037435	Generated by reorder 4/1/24 6:	\$112.99		
117925	2024-05-01	STAPLES ADVANTAGE	Inv# 6001037435	Generated by reorder 4/1/24 6:	\$110.60		
117925	2024-05-01	STAPLES ADVANTAGE	Inv# 6001037436	Generated by reorder 4/1/24 6:	\$239.99		
117925	2024-05-01	STAPLES ADVANTAGE	Inv# 6001037436	Generated by reorder 4/1/24 6:	\$143.50		
<b>Total for Check:</b>		117925				\$1,216.32	\$23,401.99
117926	2024-05-01	TAB ANSWER NETWORK CALL CENTER	Inv# 1505404042024		\$79.75		
<b>Total for Check:</b>		117926				\$79.75	\$917.26
117927	2024-05-01	TETRA TECH, INC.	Inv# 52219321	Thru 2/23 T.Barrier Inj I24-25	\$5,745.00		

# Orange County Water District

## Check Register

**Begin Date:** 2024-04-25

**End Date:** 2024-05-01

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### Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
		<b>Total for Check:</b>	117927			\$5,745.00	\$1,280,957.18
117928	2024-05-01	THE REGENTS OF THE UNIVERSITY OF CA	Inv# INV-0000660111	1286	\$122,875.08		
		<b>Total for Check:</b>	117928			\$122,875.08	\$167,530.88
117929	2024-05-01	TROPICAL PLAZA NURSERY, INC.	Inv# 2561	1255	\$4,321.83		
		<b>Total for Check:</b>	117929			\$4,321.83	\$85,376.17
117930	2024-05-01	UNDERGROUND SERVICE ALERT	Inv# 23-2425122		\$302.06		
117930	2024-05-01	UNDERGROUND SERVICE ALERT	Inv# 320240498		\$781.75		
		<b>Total for Check:</b>	117930			\$1,083.81	\$11,609.78
117931	2024-05-01	UNIFIRST CORPORATION	Inv# 2190149168	1557	\$178.60		
117931	2024-05-01	UNIFIRST CORPORATION	Inv# 2190152333	1557	\$17.39		
117931	2024-05-01	UNIFIRST CORPORATION	Inv# 2190152335	1557	\$10.78		
117931	2024-05-01	UNIFIRST CORPORATION	Inv# 2190152337	1557	\$95.81		
117931	2024-05-01	UNIFIRST CORPORATION	Inv# 2190152338	1557	\$28.05		
117931	2024-05-01	UNIFIRST CORPORATION	Inv# 2200109222	1557	\$40.02		
117931	2024-05-01	UNIFIRST CORPORATION	Inv# 2200116840	1557	\$61.62		
117931	2024-05-01	UNIFIRST CORPORATION	Inv# 2200119695	1557	\$183.58		
		<b>Total for Check:</b>	117931			\$615.85	\$17,290.67
117932	2024-05-01	UNITED PARCEL SERVICE	Inv# 0000X81601174_20240427		\$55.55		
		<b>Total for Check:</b>	117932			\$55.55	\$4,987.25
117933	2024-05-01	UNIVAR SOLUTIONS USA	Inv# 52037216	4/24 23.086 ton sulfuric acid	\$5,217.44		
117933	2024-05-01	UNIVAR SOLUTIONS USA	Inv# 52037216	discount	(\$104.35)		
117933	2024-05-01	UNIVAR SOLUTIONS USA	Inv# 52037217	4/24 22.579 ton sulfuric acid	\$5,102.85		
117933	2024-05-01	UNIVAR SOLUTIONS USA	Inv# 52037217	discount	(\$102.06)		
		<b>Total for Check:</b>	117933			\$10,113.88	\$571,238.49
117934	2024-05-01	UNIVERSITY OF CALIFORNIA, IRVINE	Inv# 23421084	Samples to UCI Genomics Hub	\$193.80		
		<b>Total for Check:</b>	117934			\$193.80	\$367.08
117935	2024-05-01	UTILIQUEST LLC	Inv# 333097-Q	3/24-30 screen/mark pipes	\$1,036.74		
117935	2024-05-01	UTILIQUEST LLC	Inv# 333097-Q	3/24-30 screen/mark pipes	\$564.41		
117935	2024-05-01	UTILIQUEST LLC	Inv# 333097-Q	3/24-30 screen/mark pipes	\$11.45		
		<b>Total for Check:</b>	117935			\$1,612.60	\$88,144.40
117936	2024-05-01	VEOLIA WTS SERVICES USA INC	Inv# 902576193	Repair	\$560.00		

# Orange County Water District

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### Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
117936	2024-05-01	VEOLIA WTS SERVICES USA INC	Inv# 902576193	Repair	\$328.43		
117936	2024-05-01	VEOLIA WTS SERVICES USA INC	Inv# 902576193	Repair	\$192.49		
117936	2024-05-01	VEOLIA WTS SERVICES USA INC	Inv# 902578880	BPO DI WATER SERVICE	\$548.10		
117936	2024-05-01	VEOLIA WTS SERVICES USA INC	Inv# 902626807	BPO DI WATER SERVICE	\$495.17		
117936	2024-05-01	VEOLIA WTS SERVICES USA INC	Inv# 902626807	BPO DI WATER SERVICE	\$52.93		
117936	2024-05-01	VEOLIA WTS SERVICES USA INC	Inv# 902576193	Repair	\$326.25		
<b>Total for Check: 117936</b>						<b>\$2,503.37</b>	<b>\$170,519.35</b>
117937	2024-05-01	WALTERS WHOLESALE ELECTRIC CO.	Inv# S125301388.001 PFAS	Supplies/Small Equip RBFS	\$157.41		
117937	2024-05-01	WALTERS WHOLESALE ELECTRIC CO.	Inv# S125301388.001	Discount	(\$2.92)		
117937	2024-05-01	WALTERS WHOLESALE ELECTRIC CO.	Inv# S125356596.001 inst	R22019 Equipment shop LED	\$483.59		
117937	2024-05-01	WALTERS WHOLESALE ELECTRIC CO.	Inv# S125356596.001 inst	R22019 Equipment shop LED	\$372.38		
117937	2024-05-01	WALTERS WHOLESALE ELECTRIC CO.	Inv# S125356596.001	Discount	(\$15.89)		
<b>Total for Check: 117937</b>						<b>\$994.57</b>	<b>\$11,298.69</b>
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938012	4/15 4937 gal s.hypochlorite	\$8,501.02		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938012	CA Mill	\$178.52		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938012	discount	(\$170.02)		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938013	4/15 4905 gal s.hypochlorite	\$8,445.92		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938013	CA Mill	\$177.36		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938013	discount	(\$168.92)		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938014	4/15 4808 gal s.hypochlorite	\$8,278.90		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938014	CA Mill	\$173.86		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938014	discount	(\$165.58)		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938015	4/15 4883 gal s.hypochlorite	\$8,408.04		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938015	CA Mill	\$176.57		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938015	discount	(\$168.16)		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938113	4/16 4831 gal s.hypochlorite	\$8,318.50		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938113	CA Mill	\$174.69		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938113	discount	(\$166.37)		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938114	4/16 4850 gal s.hypochlorite	\$8,351.22		

# Orange County Water District

## Check Register

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938114	CA Mill	\$175.38		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938114	discount	(\$167.02)		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938115	4/16 4842 gal s.hypochlorite	\$8,337.44		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938115	CA Mill	\$175.09		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938115	discount	(\$166.75)		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938116	4/16 4851 gal s.hypochlorite	\$8,352.94		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938116	CA Mill	\$175.41		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938116	discount	(\$167.06)		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938327	4/18 4869 gal s.hypochlorite	\$8,383.93		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938327	CA Mill	\$176.06		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938327	discount	(\$167.68)		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938330	4/18 4846 gal s.hypochlorite	\$8,344.33		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938330	CA Mill	\$175.23		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938330	discount	(\$166.89)		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938331	4/18 4859 gal s.hypochlorite	\$8,366.72		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938331	CA Mill	\$175.70		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938331	discount	(\$167.33)		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938332	4/18 4879 gal s.hypochlorite	\$8,401.15		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938332	CA Mill	\$176.42		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938332	discount	(\$168.02)		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938333	4/18 4875 gal s.hypochlorite	\$8,394.26		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938333	CA Mill	\$176.28		
978391	2024-04-25	JCI JONES CHEMICAL, INC	Inv# 938333	discount	(\$167.89)		
<b>Total for Check: 978391</b>						<b>\$108,993.25</b>	<b>\$1,708,648.63</b>
978392	2024-04-25	CALIFORNIA DEPARTMENT OF TAX & FEE ADMIN	Inv# 024-792532 Q1 2024 FINAL	Use Tax PE033124	\$2,630.00		
<b>Total for Check: 978392</b>						<b>\$2,630.00</b>	<b>\$27,781.00</b>
978393	2024-04-30	WELLS FARGO BANK	Inv# MAY 1, 2024 DIR #6911	May 1, 24 DPR#05 DIR	\$18,337.91		
<b>Total for Check: 978393</b>						<b>\$18,337.91</b>	<b>\$21,219,782.52</b>
978394	2024-04-30	WELLS FARGO BANK	Inv# MAY 1, 2024 PR#09 #6527	May 1, 24 PR#09	\$37,969.31		
<b>Total for Check: 978394</b>						<b>\$37,969.31</b>	<b>\$21,219,782.52</b>

# Orange County Water District

## Check Register

**Begin Date:** 2024-04-25

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### Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
978395	2024-04-30	WELLS FARGO BANK	Inv# MAY 1, 2024 PR#09 #6911 #6911	May 1, 24 PR#09	\$928,739.51		
<b>Total for Check:</b> 978395						\$928,739.51	\$21,219,782.52
978396	2024-04-30	WELLS FARGO BANK	Inv# MAY 1, 24 PR#09 GARNABF GARNABF	May 1, 24 PR#09	\$2,792.45		
<b>Total for Check:</b> 978396						\$2,792.45	\$21,219,782.52
978397	2024-05-01	U.S. BANK NA	Inv# COP 2003A INT 04.03.-04.3 Nguyen-Dao	Attn: Hong-	\$312,832.88		
<b>Total for Check:</b> 978397						\$312,832.88	\$39,690,139.79
978398	2024-05-01	CITIBANK NA NEW YORK, ABA	Inv# 2007B SWAPPMT 04.03-05.01		\$646.24		
<b>Total for Check:</b> 978398						\$646.24	\$36,698.52
978399	2024-05-01	FIDELITY INVESTMENTS	Inv# MAY 1, 2024 401A DIR	May 1, 24 DPR#05 401a	\$6,900.77		
<b>Total for Check:</b> 978399						\$6,900.77	\$3,138,191.38
978400	2024-05-01	FIDELITY INVESTMENTS	Inv# MAY 1, 2024 457B DIR	May 1, 24 DPR#05 457b	\$6,528.39		
<b>Total for Check:</b> 978400						\$6,528.39	\$1,306,112.35
978401	2024-05-01	FIDELITY INVESTMENTS	Inv# MAY 1, 2024 401A PR#09	May 1, 24 PR#09 401a	\$244,290.91		
<b>Total for Check:</b> 978401						\$244,290.91	\$3,138,191.38
978402	2024-05-01	FIDELITY INVESTMENTS	Inv# MAY 1, 2024 457B PR#09	May 1, 24 PR#09 457b	\$96,555.71		
<b>Total for Check:</b> 978402						\$96,555.71	\$1,306,112.35
978403	2024-05-01	LE, ANH	Inv# CK#2356	Final PR CK#2356	\$637.37		
<b>Total for Check:</b> 978403						\$637.37	\$637.37
<b>Run Date:</b> 4/30/2024					<b>\$6,554,701.06</b>	<b>\$6,554,701.06</b>	



# Orange County Water District

## Check Register

**Begin Date:** 2024-05-02

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### Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
803882	2024-05-08	ALTA FOODCRAFT	Inv# 12418779	BPO FIRST AID SUPPLIES	\$661.16		
803882	2024-05-08	ALTA FOODCRAFT	Inv# 12418779		\$12.95		
		<b>Total for Check:</b>	803882			\$674.11	\$18,842.26
803883	2024-05-08	IRON MOUNTAIN	Inv# 202865121	BPO ARCHIVAL SERVICES	\$159.54		
		<b>Total for Check:</b>	803883			\$159.54	\$68,929.19
803884	2024-05-08	RUTAN & TUCKER, LLP	Inv# 989459	Mar24 legal/General Matters	\$4,025.00		
803884	2024-05-08	RUTAN & TUCKER, LLP	Inv# 989460	Mar24 legal/Water Resources	\$1,764.00		
803884	2024-05-08	RUTAN & TUCKER, LLP	Inv# 989461	Mar24 legal/Property Mgmt	\$324.00		
803884	2024-05-08	RUTAN & TUCKER, LLP	Inv# 989462	Mar24 legal/Admin Matters	\$7,310.10		
803884	2024-05-08	RUTAN & TUCKER, LLP	Inv# 989463	Mar24 Reclaim.Wtr.BPP Dispute	\$2,980.10		
803884	2024-05-08	RUTAN & TUCKER, LLP	Inv# 989464	Mar24 legal/PFAS	\$2,160.00		
		<b>Total for Check:</b>	803884			\$18,563.20	\$345,424.76
803885	2024-05-08	SIGMA-ALDRICH, INC.	Inv# 562486398	lab supplies	\$436.09		
803885	2024-05-08	SIGMA-ALDRICH, INC.	Inv# 562486398	Trans/Handling	\$33.94		
		<b>Total for Check:</b>	803885			\$470.03	\$19,390.52
803886	2024-05-08	SPEX CERTIPREP, LLC	Inv# 496256	Lab Supplies	\$266.00		
803886	2024-05-08	SPEX CERTIPREP, LLC	Inv# 496256	Lab Supplies	\$266.00		
803886	2024-05-08	SPEX CERTIPREP, LLC	Inv# 496256	Lab Supplies	\$112.00		
803886	2024-05-08	SPEX CERTIPREP, LLC	Inv# 496256	Lab Supplies	\$74.00		
803886	2024-05-08	SPEX CERTIPREP, LLC	Inv# 496256	Freight	\$20.00		
		<b>Total for Check:</b>	803886			\$738.00	\$10,235.52
803887	2024-05-08	WECK LABORATORIES, INC.	Inv# W4D0936	Lab Sample Analysis	\$270.00		
803887	2024-05-08	WECK LABORATORIES, INC.	Inv# W4D1059	BPO WATER ANALYSES	\$110.00		
		<b>Total for Check:</b>	803887			\$380.00	\$22,858.50
803888	2024-05-08	WESTAIR GASES & EQUIPMENT	Inv# 0011819679	4/9 lab-helium & nitrogen	\$1,429.14		
803888	2024-05-08	WESTAIR GASES & EQUIPMENT	Inv# 0011819679	frt, haz.mtl, surcharges	\$872.56		
		<b>Total for Check:</b>	803888			\$2,301.70	\$97,278.88

**Run Date:** 5/7/2024

**\$23,286.58**

**\$23,286.58**

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## Check Register

**Begin Date:** 2024-05-02

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### Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
117938	2024-05-08	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# CMF APRIL 2024 CC		\$791.96		
117938	2024-05-08	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# JLK APRIL 2024 CC		\$16,298.55		
117938	2024-05-08	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# LAV APRIL 2024 CC		\$8,518.53		
117938	2024-05-08	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# ORDER #1102365099	BH US Bank Apr24 cc	\$185.19		
117938	2024-05-08	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# ORDER #1102365099	BH US Bank Apr24 cc	\$155.16		
117938	2024-05-08	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# ORDER #1102365099	BH US Bank Apr24 cc	\$130.41		
117938	2024-05-08	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# ORDER #1102365099	BH US Bank Apr24 cc	\$83.45		
117938	2024-05-08	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# ORDER #1104007350	BH CC APRIL 2024	\$876.50		
117938	2024-05-08	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# BH APRIL 2024 CC		\$61,931.15		
		<b>Total for Check:</b>	117938			\$88,970.90	\$693,249.72
117939	2024-05-08	ABM ELECTRICAL POWER SERVICES, LLC	Inv# 18880155	Training	\$5,545.00		
		<b>Total for Check:</b>	117939			\$5,545.00	\$5,545.00
117940	2024-05-08	ACCO ENGINEERED SYSTEMS	Inv# 20534020	HVAC Unit 2 Failure - 510 Buil	\$1,020.00		
		<b>Total for Check:</b>	117940			\$1,020.00	\$235,782.75
117941	2024-05-08	ACE LAWN MOWER & SAW	Inv# 277644	BPO EQUIPMENT REPAIR	\$48.93		
		<b>Total for Check:</b>	117941			\$48.93	\$86.96
117942	2024-05-08	ALTERNATIVE HOSE, INC.	Inv# 6079740	RDF + PFAS	\$198.52		
		<b>Total for Check:</b>	117942			\$198.52	\$3,621.54
117943	2024-05-08	AMAZON CAPITAL SERVICES, INC	Inv# 1HR3-MFQ3-XK6F	REPLACES BPO# 516808	\$94.23		
117943	2024-05-08	AMAZON CAPITAL SERVICES, INC	Inv# 1JQ4-G674-XDTX		\$64.11		
117943	2024-05-08	AMAZON CAPITAL SERVICES, INC	Inv# 1JQ4-G674-XDTX		\$10.86		
117943	2024-05-08	AMAZON CAPITAL SERVICES, INC	Inv# 1JQ4-G674-XDTX		\$8.69		
		<b>Total for Check:</b>	117943			\$177.89	\$38,964.62
117944	2024-05-08	AMAZON WEB SERVICES INC	Inv# 1DVH-LN9D-VTQ7	Supplies for Natural Resources	\$503.13		
117944	2024-05-08	AMAZON WEB SERVICES INC	Inv# 1DVH-LN9D-VTQ7	Supplies for Natural Resources	\$301.61		
		<b>Total for Check:</b>	117944			\$804.74	\$3,090.91

# Orange County Water District

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
117945	2024-05-08	ANIXTER INC	Inv# 18K700819		\$1,268.69		
<b>Total for Check:</b> 117945						\$1,268.69	\$3,778.02
117946	2024-05-08	APPLIED BEST PRACTICES, LLC	Inv# 29399		\$1,000.00		
<b>Total for Check:</b> 117946						\$1,000.00	\$7,027.50
117947	2024-05-08	BEE GONE	Inv# 5912	BPO BEE REMOVAL	\$300.00		
117947	2024-05-08	BEE GONE	Inv# 5912	BPO BEE REMOVAL	\$150.00		
<b>Total for Check:</b> 117947						\$450.00	\$450.00
117948	2024-05-08	BOYS AND GIRLS CLUB OF HUNTINGTON	Inv# SPONSORSHIP FY 24/25		\$2,500.00		
<b>Total for Check:</b> 117948						\$2,500.00	\$5,790.37
117949	2024-05-08	BRENNTAG PACIFIC INC.	Inv# BPI426751	4/26 20.91 tons H.Peroxide	\$10,455.00		
117949	2024-05-08	BRENNTAG PACIFIC INC.	Inv# BPI426751	discount	(\$209.10)		
117949	2024-05-08	BRENNTAG PACIFIC INC.	Inv# BPI427919	5/3 21.485 ton citric acid	\$28,365.04		
117949	2024-05-08	BRENNTAG PACIFIC INC.	Inv# BPI427919	discount	(\$567.30)		
<b>Total for Check:</b> 117949						\$38,043.64	\$1,882,199.37
117950	2024-05-08	BUTIER ENGINEERING, INC.	Inv# OCWD 1558 004	Mar24 PFAS TUS-2022-1	\$64,651.00		
<b>Total for Check:</b> 117950						\$64,651.00	\$149,784.56
117951	2024-05-08	CALIFORNIA BARRICADE RENTALS, INC.	Inv# 85817	BPO TRAFFIC CONTROL SERVICES	\$1,245.00		
<b>Total for Check:</b> 117951						\$1,245.00	\$9,869.00
117952	2024-05-08	CALTROL INC.	Inv# CD99200116	Generated by reorder 2/12/24 7	\$1,713.90		
117952	2024-05-08	CALTROL INC.	Inv# CD99200116	Shipping	\$14.43		
<b>Total for Check:</b> 117952						\$1,728.33	\$216,930.70
117953	2024-05-08	CITY OF HUNTINGTON BEACH	Inv# 5386189_20240425	03/22/2024 - 04/23/2024	\$48.66		
<b>Total for Check:</b> 117953						\$48.66	\$493.08
117954	2024-05-08	CITY OF ORANGE	Inv# 00030145-00_20240425	02/26/2024 - 04/24/2024	\$168.43		
117954	2024-05-08	CITY OF ORANGE	Inv# 00038354-00_20240425	02/26/2024 - 04/24/2024	\$175.40		
<b>Total for Check:</b> 117954						\$343.83	\$296,352.84
117955	2024-05-08	CLEAN HARBORS ENVIRONMENTAL SERVICES INC	Inv# 1004994856	BPO WASTE DISPOSAL	\$11,585.76		
<b>Total for Check:</b> 117955						\$11,585.76	\$48,667.41
117956	2024-05-08	COMPUTER POWER SOLUTIONS, INC.	Inv# CPS30649	Batteries replacement	\$5,063.40		

# Orange County Water District

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
117956	2024-05-08	COMPUTER POWER SOLUTIONS, INC.	Inv# CPS30649	Freight	\$98.71		
		<b>Total for Check:</b>	117956			\$5,162.11	\$9,484.45
117957	2024-05-08	CONSOLIDATED OFFICE SYSTEMS	Inv# 31253		\$315.38		
117957	2024-05-08	CONSOLIDATED OFFICE SYSTEMS	Inv# 31253		\$75.00		
		<b>Total for Check:</b>	117957			\$390.38	\$711.17
117958	2024-05-08	CONSTELLATION NEWENERGY INC.	Inv# 68078639901	03/05/2024 to 04/04/2024	\$492,582.84		
117958	2024-05-08	CONSTELLATION NEWENERGY INC.	Inv# 68210252901	03/21/2024 to 04/22/2024	\$48.65		
		<b>Total for Check:</b>	117958			\$492,631.49	\$14,552,975.39
117959	2024-05-08	CPI INTERNATIONAL	Inv# 20064777	Lab Supplies	\$68.51		
117959	2024-05-08	CPI INTERNATIONAL	Inv# 20064777	Discount	(\$1.26)		
		<b>Total for Check:</b>	117959			\$67.25	\$8,784.03
117960	2024-05-08	CSUF ASC	Inv# AR174033	04.01.24-06.30.24	\$15,608.28		
		<b>Total for Check:</b>	117960			\$15,608.28	\$76,798.62
117961	2024-05-08	CWEA	Inv# MEMB RENEWAL P,BARRERA		\$221.00		
		<b>Total for Check:</b>	117961			\$221.00	\$5,956.00
117962	2024-05-08	Cervantes, Alex	Inv# MAY 3, 2024 ASPHALT DISPO	5/3/24 asphalt disposals	\$640.00		
		<b>Total for Check:</b>	117962			\$640.00	\$916.19
117963	2024-05-08	DEVAUL PAINT COMPANY	Inv# 00102633	BPO PAINT SUPPLIES	\$105.93		
		<b>Total for Check:</b>	117963			\$105.93	\$3,282.72
117964	2024-05-08	DIAMOND ENVIRONMENTAL SERVICES	Inv# 0005354788	BPO PORTA POTTY	\$246.55		
117964	2024-05-08	DIAMOND ENVIRONMENTAL SERVICES	Inv# 0005354788	BPO PORTA POTTY	\$90.86		
		<b>Total for Check:</b>	117964			\$337.41	\$4,319.83
117965	2024-05-08	EATON CORPORATION	Inv# 987239349	EATON Startup Service Call for	\$722.00		
117965	2024-05-08	EATON CORPORATION	Inv# 987239349	EATON Startup Service Call for	\$541.50		
		<b>Total for Check:</b>	117965			\$1,263.50	\$1,263.50
117966	2024-05-08	EL SOL ACADEMY	Inv# 67502	Bus Reimbursement 67502	\$556.19		
		<b>Total for Check:</b>	117966			\$556.19	\$556.19
117967	2024-05-08	EVOQUA WATER TECHNOLOGIES, LLC	Inv# 906390590	1489	\$309,035.66		

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117967	2024-05-08	EVOQUA WATER TECHNOLOGIES, LLC	Inv# 906390591	1489	\$536,786.04		
117967	2024-05-08	EVOQUA WATER TECHNOLOGIES, LLC	Inv# 906411372	FIELD SUPPLIES	\$208.14		
117967	2024-05-08	EVOQUA WATER TECHNOLOGIES, LLC	Inv# 906411372	Shipping	\$68.94		
<b>Total for Check: 117967</b>						<b>\$846,098.78</b>	<b>\$3,269,849.27</b>
117968	2024-05-08	EXCELSIOR ELEVATOR	Inv# 34718	BPO ELEVATOR SERVICE	\$583.33		
117968	2024-05-08	EXCELSIOR ELEVATOR	Inv# 34718	Discount	(\$17.50)		
<b>Total for Check: 117968</b>						<b>\$565.83</b>	<b>\$19,181.59</b>
117969	2024-05-08	FEDERAL EXPRESS CORPORATION	Inv# 8-489-00025	Package Delivery	\$25.62		
117969	2024-05-08	FEDERAL EXPRESS CORPORATION	Inv# 8-489-00026	Package Delivery	\$134.92		
<b>Total for Check: 117969</b>						<b>\$160.54</b>	<b>\$15,695.20</b>
117970	2024-05-08	FERGUSON ENTERPRISES LLC	Inv# 3315081	Generated by reorder 12/7/23	\$11,119.69		
<b>Total for Check: 117970</b>						<b>\$11,119.69</b>	<b>\$11,119.69</b>
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 0526317	Soda Lime, FOR JRS	\$167.85		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 0526317	Shipping-Fuel Surcharge	\$6.45		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1020017	Supplies	\$94.92		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1020017	Supplies	\$92.81		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1020017	Supplies	\$33.10		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1020017		\$6.45		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1020018	NEW EQUIP.	\$8,528.55		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1060774	Generated by reorder 3/12/24	\$318.66		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1060775	Supplies	\$63.27		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1099770	Lab Supplies	\$198.53		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1099770	Lab Supplies	\$93.44		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1099770	Lab Supplies	\$85.70		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1099770	Shipping-Fuel Surcharge	\$6.45		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1137295	Credit Direct Ship INV#0943349	(\$154.30)		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1137296	Lab Supplies	\$71.89		
117972	2024-05-08	FISHER SCIENTIFIC CO.	Inv# 1137296	Lab Supplies	\$66.53		
<b>Total for Check: 117972</b>						<b>\$9,680.30</b>	<b>\$207,541.43</b>

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
117973	2024-05-08	FRONTIER COMMUNICATIONS	Inv# 714-965-1308_20240422 05/21/2024	04/22/2024 to	\$236.59		
<b>Total for Check:</b> 117973						\$236.59	\$46,736.24
117974	2024-05-08	FRONTIER COMMUNICATIONS	Inv# 323-171-0001_20240426 05/25/2024	04/26/2024 to	\$555.00		
<b>Total for Check:</b> 117974						\$555.00	\$46,736.24
117975	2024-05-08	FRONTIER COMMUNICATIONS	Inv# 714-964-1492_20240428 05/27/2024	04/28/2024 to	\$61.12		
<b>Total for Check:</b> 117975						\$61.12	\$46,736.24
117976	2024-05-08	FRONTIER COMMUNICATIONS	Inv# 209-150-2229_20240416 05/15/2024	04/16/2024 to	\$80.57		
<b>Total for Check:</b> 117976						\$80.57	\$46,736.24
117977	2024-05-08	FRUIT GROWERS LABORATORY INC	Inv# 403425A	BPO RADIOACTIVITY ANAYLSES	\$1,005.00		
117977	2024-05-08	FRUIT GROWERS LABORATORY INC	Inv# 403425A	BPO RADIOACTIVITY ANAYLSES	\$70.00		
117977	2024-05-08	FRUIT GROWERS LABORATORY INC	Inv# 403428A 2024	BPO RADIOACTIVITY ANAYLSES	\$1,030.00		
117977	2024-05-08	FRUIT GROWERS LABORATORY INC	Inv# 403428A 2024	BPO RADIOACTIVITY ANAYLSES	\$45.00		
117977	2024-05-08	FRUIT GROWERS LABORATORY INC	Inv# 403793A	BPO RADIOACTIVITY ANAYLSES	\$121.00		
117977	2024-05-08	FRUIT GROWERS LABORATORY INC	Inv# 404190A	BPO RADIOACTIVITY ANAYLSES	\$126.00		
<b>Total for Check:</b> 117977						\$2,397.00	\$41,288.00
117978	2024-05-08	GARDEN GROVE UNIFIED SCHOOL DISTRICT-BP	Inv# 72TI3293	CWEF Bus funding Excelsior	\$1,072.00		
117978	2024-05-08	GARDEN GROVE UNIFIED SCHOOL DISTRICT-BP	Inv# 72TI3296	CWEF Bus funding Gilbert ES	\$525.00		
117978	2024-05-08	GARDEN GROVE UNIFIED SCHOOL DISTRICT-BP	Inv# 72TI3302	CWEF Bus funding Lawrence	\$225.00		
117978	2024-05-08	GARDEN GROVE UNIFIED SCHOOL DISTRICT-BP	Inv# 72TI3306	CWEF Bus funding Morningside	\$409.31		
117978	2024-05-08	GARDEN GROVE UNIFIED SCHOOL DISTRICT-BP	Inv# 72TI3308	CWEF Bus funding Murdy ES	\$1,472.00		
117978	2024-05-08	GARDEN GROVE UNIFIED SCHOOL DISTRICT-BP	Inv# 72TI3315	CWEF Bus funding Riverdale	\$2,375.75		

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
<b>Total for Check:</b>		117978				\$6,079.06	\$6,079.06
117979	2024-05-08	GLOBAL TEST SUPPLY	Inv# 475400-00	Freight	\$14.60		
117979	2024-05-08	GLOBAL TEST SUPPLY	Inv# 475400-00	FLUKE Hand Held Test JHAMMER	\$1,097.27		
<b>Total for Check:</b>		117979				\$1,111.87	\$3,322.14
117980	2024-05-08	GOLDEN SOFTWARE, INC.	Inv# INV105520	Renew Surfer, Grapher SW lics.	\$1,935.00		
117980	2024-05-08	GOLDEN SOFTWARE, INC.	Inv# INV105520	Renew Surfer, Grapher SW lics.	\$261.00		
<b>Total for Check:</b>		117980				\$2,196.00	\$2,196.00
117982	2024-05-08	GRAINGER INC.	Inv# 9064649644		\$43.96		
117982	2024-05-08	GRAINGER INC.	Inv# 9064649644		\$38.97		
117982	2024-05-08	GRAINGER INC.	Inv# 9064649644		\$38.08		
117982	2024-05-08	GRAINGER INC.	Inv# 9064649644		\$28.53		
117982	2024-05-08	GRAINGER INC.	Inv# 9064649644		\$20.64		
117982	2024-05-08	GRAINGER INC.	Inv# 9065110554	BPO INDUSTRIAL SUPPLIES	\$79.78		
117982	2024-05-08	GRAINGER INC.	Inv# 9066317232	Generated by reorder 3/14/24 3	\$710.52		
117982	2024-05-08	GRAINGER INC.	Inv# 9066349193		\$1,452.24		
117982	2024-05-08	GRAINGER INC.	Inv# 9066349193		\$384.98		
117982	2024-05-08	GRAINGER INC.	Inv# 9066349193		\$371.79		
117982	2024-05-08	GRAINGER INC.	Inv# 9066349193		\$319.73		
117982	2024-05-08	GRAINGER INC.	Inv# 9069612993		\$204.56		
117982	2024-05-08	GRAINGER INC.	Inv# 9069612993		\$105.64		
117982	2024-05-08	GRAINGER INC.	Inv# 9069842608		\$41.22		
<b>Total for Check:</b>		117982				\$3,840.64	\$190,829.90
117983	2024-05-08	HACH COMPANY	Inv# 13994966	Stabl Prim. Standard Set JHAMM	\$803.67		
117983	2024-05-08	HACH COMPANY	Inv# 13994966	Freight	\$17.40		
117983	2024-05-08	HACH COMPANY	Inv# 13997191	lab supplies- CHRIS ALVAREZ	\$547.01		
117983	2024-05-08	HACH COMPANY	Inv# 13997191	lab supplies- CHRIS ALVAREZ	\$94.35		
117983	2024-05-08	HACH COMPANY	Inv# 13997191	lab supplies- CHRIS ALVAREZ	\$71.11		
117983	2024-05-08	HACH COMPANY	Inv# 13997191	lab supplies- CHRIS ALVAREZ	\$66.18		
117983	2024-05-08	HACH COMPANY	Inv# 13997191	lab supplies- CHRIS ALVAREZ	\$38.81		
117983	2024-05-08	HACH COMPANY	Inv# 13997191	lab supplies- CHRIS ALVAREZ	\$32.79		
117983	2024-05-08	HACH COMPANY	Inv# 13997191	Freight	\$17.40		
<b>Total for Check:</b>		117983				\$1,688.72	\$90,698.32

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117984	2024-05-08	HALDEMAN INC.	Inv# 3011263	ExhaustFan_Warehouse-JSMITH	\$1,413.75		
<b>Total for Check:</b> 117984						\$1,413.75	\$14,164.22
117985	2024-05-08	HEALTH EQUITY INC.	Inv# 8FI6ED3	April 2024 Fees	\$2.95		
<b>Total for Check:</b> 117985						\$2.95	\$5.90
117986	2024-05-08	HOME DEPOT CREDIT SERVICES	Inv# 0523392	BPO INDUSTRIAL SUPPLIES	\$471.73		
117986	2024-05-08	HOME DEPOT CREDIT SERVICES	Inv# 1610171	BPO INDUSTRIAL SUPPLIES	\$59.49		
117986	2024-05-08	HOME DEPOT CREDIT SERVICES	Inv# 4522491	BPO INDUSTRIAL SUPPLIES	\$25.56		
<b>Total for Check:</b> 117986						\$556.78	\$31,981.87
117987	2024-05-08	Harasty, Alicia	Inv# MARCH 5, 2024 TRAVEL	3/5 SACTO CA Groundwater Coali	\$599.79		
117987	2024-05-08	Harasty, Alicia	Inv# MAY 6, 2024 TRAVEL	5/6 SACTO ACWA Spring Conferen	\$653.96		
<b>Total for Check:</b> 117987						\$1,253.75	\$8,284.24
117988	2024-05-08	INTERA INCORPORATED	Inv# 03-24-51	Mar24 Alamitos GAP grndwtr.mod	\$18,527.00		
<b>Total for Check:</b> 117988						\$18,527.00	\$134,182.00
117989	2024-05-08	ISLE INC	Inv# INV-1726	Water Quality Sensors Partners	\$6,000.00		
<b>Total for Check:</b> 117989						\$6,000.00	\$9,000.00
117990	2024-05-08	LHOIST NORTH AMERICA	Inv# 1102407316	4/9 lime (2) 26.59 & 25.12 ton	\$21,097.68		
117990	2024-05-08	LHOIST NORTH AMERICA	Inv# 1102407494	4/11 lime(2)25.79 & 25.51 tons	\$20,930.40		
<b>Total for Check:</b> 117990						\$42,028.08	\$1,401,210.71
117991	2024-05-08	LIFTOFF LLC	Inv# 7230ADD7	Software License	\$45.00		
117991	2024-05-08	LIFTOFF LLC	Inv# 7666RENEW24	MS Office 365 Licensing	\$74,180.00		
<b>Total for Check:</b> 117991						\$74,225.00	\$74,655.00
117992	2024-05-08	LONG BEACH WATER DEPARTMENT	Inv# 36145		\$67,797.00		
<b>Total for Check:</b> 117992						\$67,797.00	\$738,294.82
117993	2024-05-08	MCFADDEN-DALE HARDWARE CO.	Inv# 5444165	BPO INDUSTRIAL SUPPLIES	\$95.34		
117993	2024-05-08	MCFADDEN-DALE HARDWARE CO.	Inv# 5444165	Discount	(\$2.65)		
<b>Total for Check:</b> 117993						\$92.69	\$8,156.07
117994	2024-05-08	MUNICIPAL WATER DISTRICT OF OC	Inv# 11441		\$176,301.13		
<b>Total for Check:</b> 117994						\$176,301.13	\$2,568,246.83
117995	2024-05-08	NEWPORT-MESA UNIFIED SCHOOL DISTRICT	Inv# 1406	POMONA ES	\$685.58		



# Orange County Water District

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### Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
		<b>Total for Check:</b>	117995			\$685.58	\$685.58
117996	2024-05-08	NOGUERA, RICARDO	Inv# FEBRUARY 2024 AWWA CERTIF certification	2/26/24	\$350.00		
		<b>Total for Check:</b>	117996			\$350.00	\$368.00
117997	2024-05-08	ODP BUSINESS SOLUTIONS LLC	Inv# 360541378001	OFFICE SUPPLIES	\$10.33		
117997	2024-05-08	ODP BUSINESS SOLUTIONS LLC	Inv# 360541378001	OFFICE SUPPLIES	\$2.57		
117997	2024-05-08	ODP BUSINESS SOLUTIONS LLC	Inv# 360541379001		\$76.11		
117997	2024-05-08	ODP BUSINESS SOLUTIONS LLC	Inv# 364894427001	Supplies	\$105.47		
117997	2024-05-08	ODP BUSINESS SOLUTIONS LLC	Inv# 364894427001	Supplies	\$6.26		
		<b>Total for Check:</b>	117997			\$200.74	\$5,983.53
117998	2024-05-08	ONESOURCE DISTRIBUTORS INC.	Inv# S007351227.001	Generated by reorder 11/9/23	\$1,544.82		
117998	2024-05-08	ONESOURCE DISTRIBUTORS INC.	Inv# S007351227.001	Discount	(\$14.21)		
117998	2024-05-08	ONESOURCE DISTRIBUTORS INC.	Inv# S007458308.001	ELECTRICAL SUPPLIES	\$199.09		
117998	2024-05-08	ONESOURCE DISTRIBUTORS INC.	Inv# S007458308.001	Discount	(\$1.83)		
		<b>Total for Check:</b>	117998			\$1,727.87	\$199,580.91
117999	2024-05-08	Olsen, Chris	Inv# MAY 4, 2024 TRAVEL Tour	5/4 Nevada Hoover Dam	\$60.00		
		<b>Total for Check:</b>	117999			\$60.00	\$60.00
118000	2024-05-08	PENDERGRAFT, REX	Inv# MARCH 2024	Retiree Cash Medical	\$412.45		
		<b>Total for Check:</b>	118000			\$412.45	\$4,490.45
118001	2024-05-08	PHENOVA INC	Inv# 203661	Supplies	\$179.44		
118001	2024-05-08	PHENOVA INC	Inv# 203661	Fr&t&handling	\$39.10		
118001	2024-05-08	PHENOVA INC	Inv# 203665	SUPPLIES	\$107.45		
118001	2024-05-08	PHENOVA INC	Inv# 203665	SUPPLIES	\$94.72		
118001	2024-05-08	PHENOVA INC	Inv# 203665	Fr&t&Handling	\$19.55		
118001	2024-05-08	PHENOVA INC	Inv# 203665	Fr&t&Handling	\$19.55		
118001	2024-05-08	PHENOVA INC	Inv# 203666	Supplies	\$3,137.11		
118001	2024-05-08	PHENOVA INC	Inv# 203666	Fr&t&Handling	\$59.68		
		<b>Total for Check:</b>	118001			\$3,656.60	\$17,226.00
118002	2024-05-08	POWERFLO PRODUCTS INC.	Inv# 63055-24	Generated by reorder 3/25/24 1	\$3,856.28		
118002	2024-05-08	POWERFLO PRODUCTS INC.	Inv# 63055-24	Freight	\$38.99		
		<b>Total for Check:</b>	118002			\$3,895.27	\$3,895.27
118003	2024-05-08	Plumlee, Megan	Inv# APR 12, APR 14-22 TRAVEL		\$234.93		

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
		<b>Total for Check:</b>	118003			\$234.93	\$4,469.40
118004	2024-05-08	QUINN COMPANY	Inv# PC830420586	BPO EQUIPMENT & SUPPLIES	\$8.89		
118004	2024-05-08	QUINN COMPANY	Inv# PC830420628	BPO EQUIPMENT & SUPPLIES	\$196.65		
118004	2024-05-08	QUINN COMPANY	Inv# PC830420629	BPO EQUIPMENT & SUPPLIES	\$1,072.47		
118004	2024-05-08	QUINN COMPANY	Inv# PC830420630	BPO EQUIPMENT & SUPPLIES	\$178.22		
		<b>Total for Check:</b>	118004			\$1,456.23	\$2,093,355.77
118005	2024-05-08	RED WING SHOE CO. INC.	Inv# 789-1-62112	BPO WORK BOOTS	\$166.37		
118005	2024-05-08	RED WING SHOE CO. INC.	Inv# 789-1-62184	BPO WORK BOOTS	\$200.00		
118005	2024-05-08	RED WING SHOE CO. INC.	Inv# 855-1-43246	BPO WORK BOOTS	\$200.00		
		<b>Total for Check:</b>	118005			\$566.37	\$11,362.09
118006	2024-05-08	ROSEMOUNT ANALYTICAL INC.	Inv# 1051585	Generated by reorder 3/12/24 1	\$1,835.70		
118006	2024-05-08	ROSEMOUNT ANALYTICAL INC.	Inv# 1051585	Generated by reorder 3/12/24 1	\$1,076.64		
118006	2024-05-08	ROSEMOUNT ANALYTICAL INC.	Inv# 1051585	Freight	\$11.13		
118006	2024-05-08	ROSEMOUNT ANALYTICAL INC.	Inv# 1051585	Discount	(\$26.78)		
		<b>Total for Check:</b>	118006			\$2,896.69	\$52,139.60
118007	2024-05-08	SADDLEBACK VALLEY UNIFIED	Inv# 83771096	CWEF Bus funding Linda Vista	\$379.84		
118007	2024-05-08	SADDLEBACK VALLEY UNIFIED	Inv# 83T11183	CWEF Bus funding Gates	\$338.30		
		<b>Total for Check:</b>	118007			\$718.14	\$718.14
118008	2024-05-08	SAFELITE GLASS CORP.	Inv# 04304-013246	T-134 Rear window replacement	\$291.51		
118008	2024-05-08	SAFELITE GLASS CORP.	Inv# 04304-013246		\$87.00		
		<b>Total for Check:</b>	118008			\$378.51	\$3,052.63
118009	2024-05-08	SC FUELS	Inv# 2621725-IN	BPO UNLEADED FUEL FOR	\$1,433.54		
			VEHICLES				
118009	2024-05-08	SC FUELS	Inv# 2634931-IN	BPO BULK RED DIESEL	\$3,476.20		
118009	2024-05-08	SC FUELS	Inv# 2634931-IN	Discount	(\$32.00)		
		<b>Total for Check:</b>	118009			\$4,877.74	\$123,977.65
118010	2024-05-08	SCCWRP	Inv# 1895688		\$118.95		
		<b>Total for Check:</b>	118010			\$118.95	\$118.95
118011	2024-05-08	SHI INTERNATIONAL CORP P.O	Inv# B18176982	Meraki Renewal	\$8,232.06		
118011	2024-05-08	SHI INTERNATIONAL CORP P.O	Inv# B18176982	May2024-April 2025	\$7,546.06		
118011	2024-05-08	SHI INTERNATIONAL CORP P.O	Inv# B18176982	Apr 2024	\$686.00		
118011	2024-05-08	SHI INTERNATIONAL CORP P.O	Inv# B18176982		(\$8,232.06)		
		<b>Total for Check:</b>	118011			\$8,232.06	\$8,232.06

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118012	2024-05-08	SITEONE LANDSCAPE SUPPLY	Inv# 141024508-001	BPO LANDSCAPE SUPPLIES	\$14.28		
118012	2024-05-08	SITEONE LANDSCAPE SUPPLY	Inv# 141024508-001	Discount	(\$0.27)		
<b>Total for Check: 118012</b>						\$14.01	\$2,235.08
118013	2024-05-08	SOCIAL AND ENVIRONMENTAL ENTREPRENEURS	Inv# 0000207		\$1,000.00		
<b>Total for Check: 118013</b>						\$1,000.00	\$18,500.00
118014	2024-05-08	SPARKLETTS DS WATER OF AMERICA LP	Inv# 20367056 041924	BPO WATER DELIVERY	\$111.98		
118014	2024-05-08	SPARKLETTS DS WATER OF AMERICA LP	Inv# 6144555 041224	BPO WATER DELIVERY	\$73.94		
118014	2024-05-08	SPARKLETTS DS WATER OF AMERICA LP	Inv# 6144555 041224	BPO WATER DELIVERY	\$9.00		
<b>Total for Check: 118014</b>						\$194.92	\$7,261.15
118015	2024-05-08	STATE OF CALIFORNIA	Inv# 12-ORA-057-0010-04		\$810.00		
<b>Total for Check: 118015</b>						\$810.00	\$8,100.00
118016	2024-05-08	STONEGATE ELEMENTARY	Inv# 8389	Bus Funding CWEF Stonegate	\$1,000.00		
<b>Total for Check: 118016</b>						\$1,000.00	\$1,000.00
118017	2024-05-08	T.E ROBERTS, INC.	Inv# 5096	1452	\$46,500.00		
<b>Total for Check: 118017</b>						\$46,500.00	\$82,742.04
118018	2024-05-08	SoCalGas	Inv# 04440929000_20240503	04/02/2024-05/01/2024	\$455.70		
118018	2024-05-08	SoCalGas	Inv# 05070929004_20240503	04/02/24-05/01/24	\$384.58		
118018	2024-05-08	SoCalGas	Inv# 11375833040_20240503	04/02/2024-05/01/2024	\$4,915.09		
<b>Total for Check: 118018</b>						\$5,755.37	\$76,484.68
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# 1333532	T-143 Ford Ranger maintenance	\$1,964.77		
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# 1333532		\$35.00		
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# 1333636	BPO FORD PARTS	\$195.40		
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# 1333636		\$27.00		
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# 1333711	BPO FORD PARTS	\$62.37		
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# 1333711	Freight	\$27.00		
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# 1333727	RO: T-136 FLASHER RELAY FOR WQ	\$59.69		
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# 1334114	BPO FORD PARTS	\$178.26		
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# 1334114	Freight	\$27.00		
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# 1334115	T-143 Ford Ranger maintenance	\$337.37		
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# 1334115	freight	\$27.00		

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# 1334225	BPO FORD PARTS	\$45.34		
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# CM1329725		(\$48.34)		
118020	2024-05-08	TOM'S TRUCK CENTER, INC	Inv# CM1330392		(\$930.24)		
<b>Total for Check:</b>		118020				\$2,007.62	\$39,899.22
118021	2024-05-08	UNIFIRST CORPORATION	Inv# 2190152332	1557	\$83.39		
118021	2024-05-08	UNIFIRST CORPORATION	Inv# 2190152334	1557	\$309.67		
118021	2024-05-08	UNIFIRST CORPORATION	Inv# 2190156123	1557	\$35.65		
118021	2024-05-08	UNIFIRST CORPORATION	Inv# 2190156125	1557	\$17.39		
118021	2024-05-08	UNIFIRST CORPORATION	Inv# 2190156126	1557	\$293.39		
118021	2024-05-08	UNIFIRST CORPORATION	Inv# 2190156127	1557	\$10.78		
118021	2024-05-08	UNIFIRST CORPORATION	Inv# 2190156132	1557	\$523.06		
118021	2024-05-08	UNIFIRST CORPORATION	Inv# 2190156133	1557	\$95.81		
118021	2024-05-08	UNIFIRST CORPORATION	Inv# 2190156135	1557	\$28.05		
118021	2024-05-08	UNIFIRST CORPORATION	Inv# 2200122077	1557	\$38.08		
<b>Total for Check:</b>		118021				\$1,435.27	\$18,725.94
118022	2024-05-08	UNITED PARCEL SERVICE	Inv# 0000X81601184_20240504		\$16.16		
<b>Total for Check:</b>		118022				\$16.16	\$5,003.41
118023	2024-05-08	UNIVAR SOLUTIONS USA	Inv# 52064245	5/1 23.087 ton sulfuric acid	\$5,217.66		
118023	2024-05-08	UNIVAR SOLUTIONS USA	Inv# 52064245	discount	(\$104.35)		
118023	2024-05-08	UNIVAR SOLUTIONS USA	Inv# 52064248	5/1 23.275 ton sulfuric acid	\$5,260.15		
118023	2024-05-08	UNIVAR SOLUTIONS USA	Inv# 52064248	discount	(\$105.20)		
<b>Total for Check:</b>		118023				\$10,268.26	\$581,506.75
118024	2024-05-08	USAED LOS ANGELES, FAO	Inv# PROJECT#335704-FY22-23 MOA 1593	PRADO WATER CON.	\$124,743.00		
<b>Total for Check:</b>		118024				\$124,743.00	\$124,743.00
118025	2024-05-08	UTILIQUEST LLC	Inv# 333289-Q	3/31-4/6 screen/mark pipes	\$1,279.24		
118025	2024-05-08	UTILIQUEST LLC	Inv# 333289-Q	3/31-4/6 screen/mark pipes	\$696.43		
118025	2024-05-08	UTILIQUEST LLC	Inv# 333289-Q	3/31-4/6 screen/mark pipes	\$14.13		
<b>Total for Check:</b>		118025				\$1,989.80	\$90,134.20
118026	2024-05-08	VALLEY CITIES/GONZALES FENCE INC.	Inv# 1854	1315	\$1,400.00		
<b>Total for Check:</b>		118026				\$1,400.00	\$29,235.00

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
118027	2024-05-08	VANDERMOST CONSULTING SERVICES, INC.	Inv# 24366	Thru 4/11 on call cultural res	\$321.25		
<b>Total for Check:</b> 118027						\$321.25	\$19,438.65
118028	2024-05-08	VERIZON WIRELESS	Inv# 9961870297	03/17/2024-04/16/2024	\$2,504.52		
<b>Total for Check:</b> 118028						\$2,504.52	\$25,747.03
118029	2024-05-08	VHG LABORATORIES INC.	Inv# 105272681	Supplies	\$56.00		
118029	2024-05-08	VHG LABORATORIES INC.	Inv# 105272681	Freight	\$42.00		
<b>Total for Check:</b> 118029						\$98.00	\$98.00
118030	2024-05-08	VWR INTERNATIONAL LLC	Inv# 8815747191		\$397.13		
<b>Total for Check:</b> 118030						\$397.13	\$106,146.52
118031	2024-05-08	WATER REPLENISHMENT DISTRICT	Inv# 001-2401	Jan24 Alamitos 115.02 acft	\$155,048.47		
<b>Total for Check:</b> 118031						\$155,048.47	\$1,664,591.50
118032	2024-05-08	ZCATER	Inv# 170242	Food for EOC	\$673.71		
118032	2024-05-08	ZCATER	Inv# 170242		\$15.00		
<b>Total for Check:</b> 118032						\$688.71	\$1,870.80
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938580	4/22 4796 gal s.hypochlorite	\$8,258.23		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938580	CA Mill	\$173.42		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938580	discount	(\$165.16)		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938581	4/22 4838 gal s.hypochlorite	\$8,330.55		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938581	CA Mill	\$174.94		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938581	discount	(\$166.61)		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938582	4/22 4830 gal s.hypochlorite	\$8,316.78		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938582	CA Mill	\$174.65		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938582	discount	(\$166.34)		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938583	4/22 4947 gal s.hypochlorite	\$8,518.24		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938583	CA Mill	\$178.88		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938583	discount	(\$170.36)		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938678	4/23 5053 gal s.hypochlorite	\$8,700.76		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938678	CA Mill	\$182.72		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938678	discount	(\$174.02)		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938679	4/23 4842 gal s.hypochlorite	\$8,337.44		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938679	CA Mill	\$175.09		

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938679	discount	(\$166.75)		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938680	4/23 4808 gal s.hypochlorite	\$8,278.90		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938680	CA Mill	\$173.86		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938871	4/25 4836 gal s.hypochlorite	\$8,327.10		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938871	CA Mill	\$174.87		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938871	discount	(\$166.54)		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938877	4/25 4786 gal s.hypochlorite	\$8,241.01		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938877	CA Mill	\$173.06		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938877	discount	(\$164.82)		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938878	4/25 4804 gal s.hypochlorite	\$8,272.01		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938878	CA Mill	\$173.71		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938878	discount	(\$165.44)		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938969	4/26 4846 gal s.hypochlorite	\$8,344.33		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938969	CA Mill	\$175.23		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938969	discount	(\$166.89)		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938970	4/26 4834 gal s.hypochlorite	\$8,323.66		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938970	CA Mill	\$174.80		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938970	discount	(\$166.47)		
978404	2024-05-02	JCI JONES CHEMICAL, INC	Inv# 938680	discount	(\$165.58)		
<b>Total for Check: 978404</b>						<b>\$100,349.26</b>	<b>\$1,808,997.89</b>
978405	2024-05-02	Haydock, James	Inv# CK#2357	Final PR CK#2357	\$3,294.48		
<b>Total for Check: 978405</b>						<b>\$3,294.48</b>	<b>\$15,870.69</b>
978406	2024-05-02	Haydock, James	Inv# CK#2358	Final PR CK#2358	\$12,576.21		
<b>Total for Check: 978406</b>						<b>\$12,576.21</b>	<b>\$15,870.69</b>
978407	2024-05-06	U.S. BANK TRUST	Inv# COMM PPR TAX EXEMPT 05.06		\$40,039.34		
<b>Total for Check: 978407</b>						<b>\$40,039.34</b>	<b>\$15,044,929.78</b>
<b>Run Date: 5/7/2024</b>					<b>\$2,553,604.18</b>	<b>\$2,553,604.18</b>	



MINUTES OF MEETING  
BOARD OF DIRECTORS, ORANGE COUNTY WATER DISTRICT  
April 17, 2024 5:30 p.m.

President Green called to order the April 17, 2024 regular meeting of the Orange County Water District Board of Directors at 5:30 p.m. Following the Pledge of Allegiance to the Flag, the District Secretary called the roll and reported a quorum as follows. Public access was also provided via Zoom webinar.

Directors

Valerie Amezcua  
Denis Bilodeau  
Cathy Green  
Dina Nguyen (arrived 5:45 p.m.)  
Natalie Meeks (arrived 5:35 p.m.)  
Stephen Sheldon  
Van Tran  
Erik Weigand  
Bruce Whitaker  
Roger Yoh

Staff

John Kennedy, General Manager  
Jeremy Jungreis, General Counsel  
Christina Fuller, District Secretary

VISITOR PARTICIPATION

Mesa Water District General Manager Paul Shoenberger stated his support for the proposed Resolutions A through D and noted that the Producers are in favor of the proposed Budget.

1. Public Hearing to Consider Water Year 2024-25 Replenishment Assessments, Basin Equity Assessment, Basin Production Percentage, Production Requirement Limitation and Surcharge

President Green opened the public hearing for Finding and Determining the Groundwater Basin Overdraft; Levying the RA, Additional RA, and Fixed Charge RA, establishing the BPP, establishing a Production Limitation and a Surcharge, and setting the BEA. Executive Director Chris Olsen explained that The District Act requires a public hearing be held each April to establish the Replenishment Assessment (RA), Additional Replenishment Assessment (ARA), Basin Production Percentage (BPP), Production Limitation and Surcharge, and the Basin Equity Assessments (BEA). He stated that staff recommends setting the RA and ARA at \$688 per acre-foot. He reported that the BPP remains at 85% and that a Production Limitation of 100% would be established along with a Surcharge of \$2,000/acre-foot for groundwater production above the Production Limitation. Mr. Olsen noted the rates established by the Board would become effective July 1, 2024. President Green then opened the hearing for public comment.

There being no persons wishing to present testimony, President Green declared the hearing closed and the Board took the following actions.

*The resolutions were voted on after the Consent calendar, out of order of the agenda.*

1. Resolution A

Upon motion by Director Bilodeau, seconded by Director Meeks, with Director Sheldon voting “No”, the following resolution was adopted [9-1] by roll call vote.

Ayes: Amezcua, Bilodeau, Green, Meeks, Nguyen, Tran, Weigand, Whitaker, Yoh



Noes: Sheldon

RESOLUTION NO. 24-4-31  
FINDING AND DETERMINING A GROUNDWATER BASIN OVERDRAFT EXISTS

WHEREAS, the report and recommendation of the General Manager on the amount of the replenishment rates, which includes a consideration of the amount of money necessary for replenishment purposes and to pay the costs of initiating, carrying on and completing any of the powers, projects and purposes of the District, has been heard; and

WHEREAS, pursuant to the provisions of the Orange County Water District Act, an engineering investigation and report concerning the condition of the groundwater supplies of the Orange County Water District has been filed and presented to the Board of said District, and a public hearing was held on March 20, 2024, for the purpose of considering the groundwater conditions of said District and to hear persons supporting or protesting the written engineering investigation and report on file with said District; and

WHEREAS, all notices as required regarding said hearing were given and all persons were permitted an opportunity to submit any evidence to this Board; and said matter was submitted to this Board of Directors for their finding and determination;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of the Orange County Water District finds and determines that an overdraft, both annual (based on normal hydrology) and accumulated, does exist in the groundwater supplies of said District; and

BE IT FURTHER RESOLVED that this Board of Directors hereby finds and determines as follows:

1. That the average annual overdraft for the immediate past five water years without supplemental replenishment water is ..... 103,700 AF
2. That the annual basin overdraft for the current water year, July 1, 2023 to June 30, 2024 without supplemental replenishment water is estimated to be ..... 98,000 AF
3. That the estimated annual basin overdraft for the ensuing water year, July 1, 2024 to June 30, 2025 without supplemental replenishment water is ..... 110,000 AF
4. That the accumulated overdraft as of the last day of the preceding water year, June 30, 2023, is ..... 189,000 AF
5. That the accumulated overdraft as of the last day of the current water year, assuming average hydrology June 30, 2024 is estimated to be ..... 168,000 AF
6. That the maximum amounts of water which could be purchased pursuant to the District Act from the Replenishment Fund for the replenishment of the groundwater supplies of the District for the ensuing water year is ..... 123,000 AF
7. That the recommended amount of water to be purchased for the replenishment of the groundwater supplies of the District for the ensuing water year, excluding supplies for the Talbert seawater intrusion barrier, is ..... 3,000 AF

8. That the amount of money necessary to purchase the recommended amount of water to replenish the groundwater supplies of the District for the water year July 1, 2024 to June 30, 2025 is .....\$6.0 million

2. Resolution B

Upon motion by Director Yoh, seconded by Director Bilodeau, with Directors Sheldon and Tran voting “No”, the following resolution was adopted [8-2] by roll call vote.

Ayes: Amezcuca, Bilodeau, Green, Meeks, Nguyen, Weigand, Whitaker, Yoh

Noes: Sheldon, Tran

RESOLUTION NO. 24-4-32  
LEVYING REPLENISHMENT ASSESSMENT FOR WATER PRODUCED  
DURING WATER YEAR 2024-25

WHEREAS, the engineering investigation and report concerning the condition of the groundwater supplies of the Orange County Water District has been made and filed; and

WHEREAS, the report and recommendation of the General Manager on the amount of the replenishment rate, which includes a consideration of the amount of money necessary for replenishment purposes and to pay the costs of initiating, carrying on and completing any of the powers, projects and purposes of the District, has been heard; and

WHEREAS, on March 20, 2024, the District provided public documents on a potential increase to the Replenishment Assessment to be levied and imposed on each groundwater producer, and the basis and reasons for the proposed Replenishment Assessment; and

WHEREAS, a duly noticed public hearing was held on March 20, 2024 concerning the condition of the groundwater supplies of this District and a duly noticed public hearing was held on April 17, 2024 for the purpose of determining the need and desirability of levying a Replenishment Assessment; and

WHEREAS, no written protests were filed against the adoption, levy and imposition of the proposed Replenishment Assessment; and

WHEREAS, this Board has found and determined that an annual and accumulated overdraft does exist;

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: That the Board of Directors does hereby find and determine that it is necessary and desirable to levy a Replenishment Assessment and to fix the rate thereof for the purchase of water to replenish the groundwater supplies of said District and to pay the costs of initiating, carrying on and completing any of the powers, projects and purposes of the District for the ensuing water year.

Section 2: That, based upon the staff report and presentation, the proposed fiscal year 2024-25 budget presented by the General Manager, and the testimony and evidence presented at the public hearing, the Board of Directors finds and declares as follows:

- (a) In accordance with Sections 23 and 27 of the Orange County Water District Act, the purposes of the Replenishment Assessment are to generate revenues sufficient to acquire water to replenish the average annual overdraft for the immediate five years plus an additional amount of water sufficient to eliminate over a period of not less than 10 years nor more than 20 years the accumulated overdraft, and to provide the services and to pay the costs of initiating, carrying on, and completing the powers, projects and purposes for which the District was organized and which are authorized by the Board of Directors;
- (b) The revenues derived from the levy and imposition of the Replenishment Assessment do not exceed the reasonable costs to the District of acquiring water, providing the groundwater management and replenishment services and carrying out the powers, projects and purposes for which the District was organized, and which are authorized by the Board of Directors;
- (c) The Replenishment Assessment is imposed for groundwater management and replenishment services to pay the costs of initiating, carrying on, and completing the powers, projects, and purposes for which the District was organized, and which are authorized by the Board of Directors, which are not provided to, or which do not provide a benefit to persons who are not charged directly or indirectly the Replenishment Assessment;
- (d) The manner in which the Replenishment Assessment is allocated to and imposed on any operator of a groundwater producing facility bears a fair and reasonable relationship to the operator's burdens on, or benefits received from, the District's groundwater management and replenishment services and such other projects and purposes for which the District was organized, and which are authorized by the Board of Directors; and
- (e) No Replenishment Assessment shall be levied or imposed upon any operator of any groundwater producing facility unless that operator produces groundwater.

Section 3: That pursuant to the provisions of Section 27 of the Orange County Water District Act, and based upon the finding that an overdraft, either annual or accumulated, exists, a Replenishment Assessment is hereby levied and assessed against all persons operating water producing facilities and producing water during the ensuing water year, from July 1, 2024 to and including June 30, 2025, from the groundwater supplies of said District at the uniform rate of \$344 per acre-foot of water produced by all persons during the ensuing water year. The Board of Directors finds and determines that the replenishment rate of \$344 per acre-foot of water produced by all persons during the ensuing water year does not exceed the amount necessary to purchase sufficient water to replenish the average annual overdraft for the immediate five years, plus an additional amount of water sufficient to eliminate over a period of not less than 10 years nor more than 20 years the accumulated overdraft, plus an amount to pay the costs of initiating, carrying on and completing the powers, projects and purposes for which the District was organized.

Section 4: That the Secretary of this District is hereby instructed and directed to give notice of the levy of this Replenishment Assessment as required by the Orange County Water District Act.

### 3. Resolution C

Upon motion by Director Yoh, seconded by Director Amezcua, with Directors Sheldon and Tran voting "No," the following resolution was adopted [8-2] by roll call vote.

Ayes: Amezcua, Bilodeau, Green, Meeks, Nguyen, Weigand, Whitaker, Yoh

Noes: Sheldon, Tran

RESOLUTION NO. 24-4-33  
LEVYING ADDITIONAL REPLENISHMENT ASSESSMENT AND FIXED CHARGE  
REPLENISHMENT ASSESSMENT FOR WATER PRODUCED

DURING WATER YEAR 2024-25, AND DETERMINING THE REPLENISHMENT ASSESSMENT  
AND ADDITIONAL REPLENISHMENT ASSESSMENT  
EXEMPT FROM CEQA

WHEREAS, the engineering investigation and report concerning the condition of the groundwater supplies of the Orange County Water District has been made and filed; and

WHEREAS, the report and recommendation of the General Manager on the amount of the additional replenishment rate, which includes a consideration of the amount of money necessary for replenishment purposes and to pay the costs of initiating, carrying on and completing any of the powers, projects and purposes of the District, has been heard; and

WHEREAS, on March 20, 2024 the District provided public documents on a potential increase to the Additional Replenishment Assessment to be levied and imposed on each groundwater producer, and the basis and reasons for the proposed Additional Replenishment Assessment; and

WHEREAS, the Additional Replenishment Assessment is paid by all persons operating water producing facilities for all purposes other than irrigation as defined in the District Act; and

WHEREAS, a duly noticed public hearing was held on March 20, 2024 concerning the condition of the groundwater supplies of this District and a duly noticed public hearing was held on April 17, 2024 for the purpose of determining the need and desirability of levying an Additional Replenishment Assessment, and fixing the rate thereof; and

WHEREAS, no written protests were filed against the adoption, levy and imposition of the proposed Additional Replenishment Assessment; and

WHEREAS, this Board has heretofore levied a Replenishment Assessment against all persons operating water producing facilities and producing water during the ensuing water year, from July 1, 2024 to and including June 30, 2025, from the groundwater supplies of said District at the uniform rate of \$344 per acre-foot of water produced by all persons during the ensuing water year;

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: That the Board of Directors does hereby find and determine that it is necessary and desirable to levy an Additional Replenishment Assessment and to fix the rate thereof to pay the costs of initiating, carrying on and completing any of the powers, projects and purposes of the District for the ensuing water year.

Section 2: That, based upon the staff report and presentation, the proposed fiscal year 2024-25 budget presented by the General Manager, and the testimony and evidence presented at the public hearing, the Board of Directors finds and declares as follows:

- (a) In accordance with Sections 23 and 27.1 of the Orange County Water District Act, the purpose of the Additional Replenishment Assessment is to generate revenues sufficient to provide the services and to pay the costs of initiating, carrying on, and completing the powers, projects, and purposes for which the District was organized, and which are authorized by the Board of Directors;

- (b) The revenue derived from the levy and imposition of the Additional Replenishment Assessment shall not exceed the reasonable cost to the District of providing the groundwater management and replenishment services and carrying out the powers, projects, and purposes for which the District was organized, and which are authorized by the Board of Directors;
- (c) The Additional Replenishment Assessment is imposed for groundwater management and replenishment services and to pay the costs of initiating, carrying on, and completing the powers, projects and purposes for which the District was organized, and which are authorized by the Board of Directors, which are not provided to or which do not provide a benefit to persons who are not charged directly or indirectly the Additional Replenishment Assessment;
- (d) The manner in which the Additional Replenishment Assessment is allocated to and imposed on any operator of a groundwater producing facility bears a fair and reasonable relationship to that operator's burdens on, or benefits received from the District's groundwater management and replenishment services and such other projects and purposes for which the District was organized, and which are authorized by the Board of Directors; and
- (e) No Additional Replenishment Assessment shall be levied or imposed upon any operator of any groundwater producing facility unless that operator produces groundwater for purposes other than irrigation.

Section 3: That pursuant to the provisions of Section 27.1 of the Orange County Water District Act, the Board of Directors hereby finds and determines that it is necessary and advisable to levy an Additional Replenishment Assessment against all persons operating water producing facilities for all purposes other than irrigation at a uniform rate per acre-foot for water produced during the ensuing year for the purpose of paying the costs of initiating, carrying on and completing the powers, projects and purposes for which the District is organized. The Board of Directors further finds that the Additional Replenishment Assessment rate of \$344 per acre-foot of water produced from the groundwater supplies of the District is necessary for the protection of the water supplies of the District and that the amount is reasonable. An Additional Replenishment Assessment is hereby levied and assessed against all persons operating water producing facilities and producing water from the groundwater supplies of said District for all purposes other than irrigation during the ensuing water year from July 1, 2024 to and including June 30, 2025 at the uniform rate of \$344 per acre-foot of water for a total of \$688 per acre-foot of water produced by said persons during the ensuing water year for purposes other than irrigation.

Section 4: Pursuant to Section 29 of the Orange County Water District Act, the Board of Directors of the Orange County Water District does hereby provide that the operator of any water producing facility within the District which has a discharge opening not greater than two inches in diameter and which does not provide domestic or irrigation water for an area in excess of one acre, in lieu of filing a sworn statement as to the production of groundwater, may pay a fixed Replenishment Assessment and Additional Replenishment Assessment in the amount of \$688 for water produced in the ensuing water year, namely July 1, 2024 to June 30, 2025.

Section 5: Based upon the staff report and presentation, the proposed fiscal year 2024-25 budget presented by the General Manager, and the testimony and evidence presented at the public hearing, the Board of Directors finds and declares that the adoption, levy and imposition of the Replenishment Assessment and Additional Replenishment Assessment do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") and are exempt from CEQA under Public Resources Code Section

21080(b)(8) and State CEQA Guidelines §§ 15378(b)(4) and 15273, because the Replenishment Assessment and Additional Replenishment Assessment: (a) involve the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and (b) are for the purposes of meeting operating expenses (including employee wage rates and fringe benefits), purchasing or leasing supplies, equipment or materials, meeting financial reserve needs and requirements, and obtaining funds for capital projects necessary to maintain the level of service within the District's existing boundaries.

Section 6: That the Board of Directors does hereby find and determine that a producer who operates a groundwater production facility for irrigation purposes as defined in the District Act is not subject to payment of the Additional Replenishment Assessment due to the benefits the District receives from agricultural activity. These benefits include:

- Open tilled agricultural fields contribute to natural incidental recharge of the groundwater basin;
- The District does not incur the costs to provide water quality groundwater testing for agricultural users, which is provided to the operators of water producing facilities for purposes other than agriculture;
- The District and the operators of water producing facilities for agricultural purposes have little to minimal interaction in annual operations. Conversely the District and the operators of facilities for non-agricultural purposes regularly interact and/or coordinate operations. Examples include the MWD Conjunctive Use Program, the Coastal Pumping Transfer Program, attending meetings, coordinating on MWD issues, legislative advocacy, public outreach and the In-lieu program; and
- Some agricultural irrigation water migrates back into aquifer reducing the net impact of groundwater production for agricultural purposes.

Section 7: That the Secretary of this District is hereby instructed and directed to give notice of the levy of the Replenishment Assessment and this Additional Replenishment Assessment as required by the Orange County Water District Act, and to file a Notice of Exemption in accordance with CEQA.

#### 4. Resolution D

Upon motion by Director Meeks, seconded by Director Weigand, with Director Tran voting "No", the following resolution was adopted [9-1] by roll call vote.

Ayes: Amezcua, Bilodeau, Green, Meeks, Nguyen, Sheldon, Weigand, Whitaker, Yoh

Noes: Tran

#### RESOLUTION NO. 24-4-34

ESTABLISHING THE BASIN PRODUCTION PERCENTAGE, PRODUCTION LIMITATION, PRODUCTION LIMITATION SURCHARGE, AND DETERMINING THE NEED AND DESIRABILITY TO LEVY BASIN EQUITY ASSESSMENTS AND AMOUNT THEREOF, AND DETERMINING SUCH ACTIONS TO BE EXEMPT FROM CEQA

WHEREAS, pursuant to Section 31.5 of the Orange County Water District Act, an engineering report on water production and the condition of water supplies within the Orange County Water District has been filed and presented to the Board of Directors of said District, and a hearing relating to said production and condition of water supplies was held on Wednesday, March 20, 2024; and

WHEREAS, a duly noticed public hearing was held on April 17, 2024 and evidence submitted for the

purpose of determining the need and desirability of levying Basin Equity Assessments and the amount thereof, as well as the need for establishing production requirements, limitations, and surcharges to enforce said limitations, and the extent thereof, and said matters having been submitted to the Board of Directors for its findings and determinations;

WHEREAS, as documented with Resolution A, Finding and Determining a Groundwater Basin Overdraft Exists, an annual and accumulated overdraft exists with the groundwater basin and the District does not want excessive unexpected quantities of groundwater to be produced, or production of groundwater to occur in a manner that has the potential to harm users of groundwater within the District, which the setting of a Production Limitation and a Surcharge will discourage and penalize.

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: That the Board of Directors does hereby find and determine for the ensuing water year July 1, 2024 to June 30, 2025 as follows:

- a. The estimated total amount of water to be produced by all persons or operators within the District from the groundwater within the District is 292,000 acre-feet. Approximately 17,000 acre-feet of this amount has been determined to receive either a partial or full Basin Equity Assessment exemption pursuant to Section 38.1 of the OCWD Act.
- b. The estimated total amount to be produced by such persons and operators from groundwater and supplemental sources is 352,000 acre-feet.
- c. The Basin Production Percentage is 85 percent. There are no basin Production Requirements.
- d. The Production Limitation is 100 percent for all 19 retail Groundwater Producers and is necessary for the protection of the water supply of the District. The Surcharge for production in excess of the Production Limitation is \$2,000 per acre-foot.
- e. The Basin Equity Assessment and Production Limitations from groundwater within the District established by this resolution are necessary to prevent excessive groundwater production and to protect the water supply of the District and users of groundwater within the District.
- f. The District will lower the BEA by \$200/acre-foot to encourage additional groundwater pumping to the 19 retail Groundwater Producers except for the city of Huntington Beach, the city of Tustin, Mesa Water District and the Irvine Ranch Water District as these four agencies are in existing programs to pump over the BPP.
- g. The Basin Equity Assessment shall be set at \$0 per acre-feet for agricultural irrigation use producers who do not have a supplemental water connection, and that such amount is reasonable.
- h. The Basin Equity Assessments to be levied against all other persons and operators in a dollar amount per acre-foot of water produced from the groundwater supply (in excess of the basin production percentage) for all purposes including irrigation are as follows:

i.

**Table 1 - Basin Equity Assessments**

<b><u>Groundwater Producer</u></b>	<b><u>BEA (\$/AF)</u></b>
City of Anaheim	128
City of Buena Park	539
East Orange County Water District	397
City of Fountain Valley	435
City of Fullerton	426
City of Garden Grove	420
Golden State Water Company	423
City of Huntington Beach	650
Irvine Ranch Water District	580
City of La Palma	408
Mesa Water District	619
City of Newport Beach	430
City of Orange	404
City of Santa Ana	384
City of Seal Beach	402
Serrano Water District	293
City of Tustin	520
City of Westminster	425
Yorba Linda Water District	326
All producers for agricultural irrigation use	868
Producers for agricultural Irrigation Use without MWD Access	0
All Others	599

j. The amount of each such Basin Equity Assessment is reasonable.

k. During the ensuing water year, upon the District giving published notice thereof, pursuant to Section 6061 of the Government Code, in a newspaper of general circulation printed and published within the District at least 10 days prior to such hearing, a subsequent public hearing may be held to modify the basin production percentage, any Basin Equity Assessments, any surcharge, or any production requirement or limitation established by the District.

Section 2: That pursuant to Section 31.5(h) of the Orange County Water District Act, all persons and operators who produce 25 acre-feet or less of water from groundwater within the District shall be excluded from the levy of the Basin Equity Assessments and production requirements and limitations provided for herein.

Section 3: The Board of Directors finds and determines that the establishment of the basin production percentage, production limitations, and the adoption, levy and imposition of basin equity assessments and surcharges are exempt from the California Environmental Quality Act (“CEQA”) under State CEQA Guideline §15378(b)(2) since they involve continuing administrative activities such as general policy and procedure making.



Section 4: Based upon the staff report and presentation, the proposed fiscal year 2024-25 budget presented by the General Manager, and the testimony and evidence presented at the public hearing, the Board of Directors finds and declares that the adoption, levy and imposition of the basin equity assessments, production limitations and surcharges do not constitute a “project” within the meaning of CEQA and are exempt from CEQA under Public Resources Code Section 21080(b)(8) and State CEQA Guidelines §§ 15378(b)(4) and 15273, because the basin equity assessments production limitations and surcharges: (a) involve the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and (b) are for the purposes of meeting operating expenses (including employee wage rates and fringe benefits), purchasing or leasing supplies, equipment or materials, meeting financial reserve needs and requirements, and obtaining funds for capital projects necessary to maintain the level of service within the District’s existing boundaries.

Section 5: That the Secretary of this District is hereby instructed and directed to give notice of the Basin Production Percentage, Basin Equity Assessments, the Production Limitation and the Production Limitation Surcharge as required by the Orange County Water District Act, and to file a Notice of Exemption in accordance with CEQA.

#### CONSENT CALENDAR

*The Consent calendar was voted on first, out of order of the agenda.*

Director Weigand requested the removal of Item No. 4, *State Legislative Update*, from the Consent Calendar. The balance of the Consent Calendar was approved upon motion by Director Tran seconded by Director Whitaker and carried [8-0] as follows,

Ayes: Amezcua, Bilodeau, Green, Sheldon, Tran, Weigand, Whitaker, Yoh

Absent: Meeks, Nguyen

#### 2. Approval of Cash Disbursements

##### MOTION NO. 24-37

##### APPROVING CASH DISBURSEMENTS

Payment of bills for the period of March 28, 2024 through April 10, 2024 in the total amount of \$4,624,932.96 is ratified and approved.

#### 3. Minutes of Board of Directors Meetings held March 20 and April 3, 2024

##### MOTION NO. 24-38

##### APPROVING MINUTES OF BOARD OF DIRECTORS MEETINGS

The Minutes of the Board of Directors meetings held March 20 and April 3, 2024 are hereby approved as presented.

#### ITEMS RECOMMENDED FOR APPROVAL AT COMMUNICATIONS AND LEGISLATIVE LIAISON COMMITTEE MEETING HELD APRIL 4

#### 4. State Legislative Update

This item was removed from the Consent Calendar and considered separately.

ITEMS RECOMMENDED FOR APPROVAL AT WATER ISSUES COMMITTEE MEETING HELD APRIL 10

- 5. Purchase Order to ABM Electrical Power Services, LLC for Field Headquarters Site Wide Electrical Maintenance and Testing

RESOLUTION NO. 24-4-35  
AUTHORIZING AGREEMENT WITH ABM ELECTRICAL POWER SERVICES, LLC FOR FIELD HEADQUARTERS SITE WIDE ELECTRICAL MAINTENANCE AND TESTING

RESOLVED, that issuance of an agreement is authorized with ABM Electrical Power Services, LLC in the amount of \$54,650 for services to inspect, clean, test and certify 12 sites’ power distribution equipment.

- 6. Award Contract GBM-2024-1 Destruction of Monitoring Wells AM-29A and MCAS-10

RESOLUTION NO. 24-4-36  
AWARDING CONTRACT GBM-2024-1 DESTRUCTION OF MONITORING WELLS AM-29A AND MCAS-10 TO BC2 ENVIRONMENTAL, LLC

WHEREAS, a Notice Inviting Bids for Contract No. GBM-2024-1 Destruction of Monitoring Wells AM-29A AND MCAS-10, was published in The Orange County Register on February 20, 2024; and

WHEREAS, the following bids were received and opened on April 2, 2024:

BC2 Environmental, LLC	\$ 27,500
ABC Liovin Drilling, LLC	\$ 78,750
Arsenal Well Drilling Inc.	\$ 285,000

WHEREAS, the District staff recommends awarding the contract to BC2 Environmental, LLC (BC2) for an amount not to exceed \$27,500 for destruction of monitoring wells AM-29A and MCAS-10.

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: The Affidavit of Publication of Notice Inviting Bids for Contract No. GBM-2024-1 is received and filed.

Section 2: The lowest responsive bid of BC2 Environmental, LLC in the amount of \$27,500 is accepted and all other bids are rejected.

Section 3: Issuance of a services agreement to BC2 Environmental, LLC for destruction of monitoring wells AM-29A and MCAS-10 for an amount not to exceed \$27,500 is hereby authorized.

- 7. Amendment 1 to Agreement 1547 with Falcon Services for Aboveground Gasoline Storage Tank

RESOLUTION NO. 24-4-37  
AUTHORIZING AMENDMENT TO AGREEMENT WITH FALCON SERVICES FOR ABOVEGROUND GASOLINE STORAGE TANK

WHEREAS, pursuant to Resolution No. R23-8-105 adopted August 16, 2023, OCWD authorized an agreement to Falcon Services & Construction, Inc. for Installation of Aboveground Gasoline Storage Tank; and

WHEREAS, the Water Issues Committee of this Board has recommended issuance of Amendment No. 1 to Agreement No.1547 with Falcon Services & Construction, Inc. for an amount not to exceed \$17,923 and to extend the termination date to December 31, 2024;

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby approve issuance of Amendment No. 1 to Agreement No. 1547 with Falcon Services & Construction, Inc as outlined herein; and, upon approval as to form by General Counsel, its execution by the District officers is authorized.

8. Sunset Gap Seawater Intrusion Investigation: Notice of Completion for Contract SG-2021-1 Additional Monitoring Well Installations

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RESOLUTION NO. 24-4-38  
ACCEPTING COMPLETION OF CONTRACT SG-2021-1 ADDITIONAL MONITORING WELL  
INSTALLATIONS

WHEREAS, the District staff has reported that BC2 Environmental has completed work under Contract No. SG-2021-1 Construction of Five Monitoring Well Clusters BS23 and BS25 through BS28 for the installation of 11 monitoring wells at five sites located in the cities of Seal Beach and Huntington Beach; and

WHEREAS, staff has advised of issuance of Change Orders Nos. 1-7, which were executed under the General Manager’s authority; and

WHEREAS, the Water Issues Committee of this Board has recommended that the District accept completion of said work and that a Notice of Completion be filed for recordation and the balance of payment be made, pursuant to the terms and conditions of such contract;

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: Issuance of Change Orders Nos. 1-7 to such Contract is hereby ratified.

Section 2: Work under such Contract is accepted as complete, and the District staff is authorized and directed to execute a Notice of Completion and record said Notice in the Office of the County Recorder.

Section 3: Upon expiration of the interim lien period, providing no liens have been filed, payment of the balance due under such Contract shall be made.

9. Execution of Sub-Grantee Agreement for Round 2 of Proposition 1 Integrated Regional Water Management Implementation Grant for Garden Grove Well 19 and Santa Ana Well 31 PFAS Projects

RESOLUTION NO. 24-4-39

AUTHORIZING AGREEMENT FOR ROUND 2 OF PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT FOR GARDEN GROVE WELL 19 AND SANTA ANA WELL 31 PFAS PROJECTS

RESOLVED, that Execution of the Sub-Grantee Agreement with SAWPA for Round 2 of Proposition 1 IRWM Implementation Grant Program for the Orange County Regional Per and Polyfluoroalkyl Substances (PFAS) Groundwater Treatment Program: Cities of Garden Grove and Santa Ana Projects is hereby approved.

ITEMS RECOMMENDED FOR APPROVAL AT ADMINISTRATION FINANCE COMMITTEE MEETING HELD APRIL 11

10. Monthly Cash Control Report

MOTION NO. 24-39  
RECEIVING AND FILING THE MONTHLY CASH CONTROL REPORTS

The Summary Cash and Cash Equivalents Control Reports dated March 31, 2024 are hereby received and filed.

11. Investment Portfolio Holdings Reports

MOTION NO. 24-40  
RECEIVING AND FILING INVESTMENT PORTFOLIO HOLDINGS REPORTS

The Investment Portfolio Holdings Reports dated March 31, 2024 are hereby received and filed.

12. Authorize Purchase Order to Bender CCP for Repair of Five RO High Pressure Feed Pumps

RESOLUTION NO. 24-4-40  
AUTHORIZING ISSUANCE OF PURCHASE ORDER TO BENDER CCP FOR REPAIR OF FIVE RO HIGH PRESSURE FEED PUMPS

Authorize issuance of Purchase Order to Bender CCP in the amount of \$297,461 for repair of five reverse osmosis high pressure feed pumps for RO units F02, F03, G01, G02 and G03 and establish a total project budget of \$500,000.

13. Amendment No.4 to Agreement No. 1298 with Lhoist North America for the supply and delivery of hydrated lime

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RESOLUTION NO. 24-4-41  
AUTHORIZING AMENDMENT TO AGREEMENT WITH LHOIST NORTH AMERICA FOR CONTINUED SUPPLY AND DELIVER OF HYDRATED LIME

WHEREAS, pursuant to Resolution No. 18-4-50 adopted April 18, 2018, as amended, OCWD authorized Agreement No. 1298 to Lhoist North America for supply and delivery of hydrated lime at the rate of \$ 237 per ton for a period of two years with an option to renew for an additional two years; and,

WHEREAS, the Administration and Finance Issues Committee of this Board has recommended issuance of Amendment No. 4 to Agreement No.1298 with Lhoist North America for the supply and delivery of hydrated lime at the rate of \$448.16 per ton for a period of 14 months;

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby approve issuance of Amendment No. 4 to Agreement No. 1298 with Lhoist North America.as outlined herein; and, upon approval as to form by General Counsel, its execution by the District officers is authorized.

14. Additional Funds for Water Production R&R Fund 23008

RESOLUTION NO. 24-4-42  
AUTHORIZING ISSUANCE OF ADDITIONAL FUNDS TO THE WATER PRODUCTION  
REFURBISHMENT AND REPLACEMENT ACCOUNT R23008

RESOLVED, that issuance of additional funds in the amount of \$800,000 to the Water Production Refurbishment and Replacement account R23008 is hereby authorized.

MATTERS FOR CONSIDERATION

4. State Legislative Update

Director Weigand stated that he is in opposition of AB 2515 Papan (D-San Mateo) Menstrual products: perfluoroalkyl and polyfluoroalkyl substances (PFAS) due to its disruption to businesses and its customers. He advised that he takes issue with attacking corporations that produce these products. Director Tran stated that he is in agreement with Director Weigand and sees the bill as anti-business which could affect jobs. Director Sheldon recommended the bill be deferred back to the Communications and Legislative Committee for further discussion. The Directors agreed to defer AB 2515 Papan back to the Communications and Legislative Liaison Committee and voted on the remaining bills in item No. 4.

Upon motion by Director Sheldon, seconded by Director Weigand and carried [9-0] as follows,

Ayes: Amezcua, Bilodeau, Green, Meeks, Sheldon, Tran, Weigand, Whitaker, Yoh

Absent: Nguyen

MOTION NO. 24-41  
DEFERRING AB 2515 PAPAN (D-SAN MATEO) MENSTRUAL PRODUCTS: PERFLUOROALKYL  
AND POLYFLUOROALKYL SUBSTANCES (PFAS) TO COMMUNICATIONS AND LEGISLATIVE  
COMMITTEE

AB 2515 Papan (D-San Mateo) Menstrual products: perfluoroalkyl and polyfluoroalkyl substances (PFAS) is hereby deferred back to the Communications and Legislative Committee for further analysis and discussion.

RESOLUTION NO. 24-4-43  
ADOPTING POSITIONS ON STATE LEGISLATION

RESOLVED, that the following positions on legislation are hereby adopted.

<b>Bill Number/Short Title/Author</b>	<b>Position Recommendation</b>
AB 2079 Bennett (D-Oxnard) Groundwater extraction: large-diameter, high-capacity wells: permits. Bennett (D-Ventura).	Oppose

SB 1147 Portantino (D-Glendale) Drinking water: bottled water: microplastics levels.	Oppose Unless Amended
Bills to remove PFAS from consumer products:	
SB 903 Skinner (D-Oakland) Environmental health: product safety: perfluoroalkyl and polyfluoroalkyl substances	Support (Sponsored by CA Association of Sanitation Agencies)
AB 2761 Hart (D, Santa Barbara) Product safety: plastic packaging: Reducing Toxics in Packaging Act	Support
SB 1266 Limón (D, Oxnard) Product safety: perfluoroalkyl and polyfluoroalkyl substances	Remove support and remain neutral

15. Proposed Fiscal Year 2024-2025 Budget

Treasurer/CFO Randy Fick recalled that the proposed FY 2024-25 budget has been reviewed in detail with the Board and the Groundwater Producers over the past few months. He reported that the budget expenditures total \$247.6 million and reviewed the various budget components. The Board then took the following action approving the FY 2024-25 budget.

Upon motion by Director Amezcua, seconded by Director Meeks, with Director Sheldon Voting “No”, the following resolution was adopted [9-1].

Ayes: Amezcua, Bilodeau, Green, Meeks, Nguyen, Tran, Weigand, Whitaker, Yoh  
 Noes: Sheldon

RESOLUTION NO. 24-4-44  
 APPROVING FISCAL YEAR 2024-25 BUDGET

WHEREAS, the Orange County Water District Board of Directors has reviewed the proposed OCWD Budget for fiscal year 2024-25 as presented by the General Manager and District Chief Financial Officer/Treasurer;

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby approve and adopt the fiscal year 2024-25 budget expenditures as follows:

\$ 105.2 million	General Fund
\$ 6.0 million	Water Purchase Fund
\$ 46.5 million	Debt Service Fund
\$ 59.4 million	Capital Improvement Program
\$ 0.6 million	Retiree Health Insurance Fund
\$ 0.9 million	New Capital Equipment Fund
\$ 23.6 million	Replacement and Refurbishment Fund
\$ 5.4 million	PFAS O&M

INFORMATIONAL ITEMS

16. USEPA PFAS Drinking Water Regulations

Executive Director Jason Dadakis reported that The U.S. Environmental Protection Agency (EPA) released its final National Primary Drinking Water Regulation (NPDWR) for per- and polyfluoroalkyl substances (PFAS) on April 10, 2024. He advised that it includes individual maximum contaminant levels (MCLs) of 4.0 parts per trillion (ppt) for PFOA and PFOS and 10 ppt for PFHxS, PFNA, and HFPO-DA (GenX), as

well as Hazard Index comprised of multiple PFAS. He stated that staff currently estimates approximately 40 additional Producer wells in the OCWD service territory would require treatment under the NPDWR and USEPA is allowing public water systems until 2029 to comply.

17. Water Resources Summary

General Manager John Kennedy stated the report is in the packet.

18. Committee/Conference/Meeting Reports

The Board reported on attendance at the following Committee meetings, noting the Action Agendas were included in tonight's Board packet.

April 04 - Communication & Legislative Liaison Committee  
April 08- GWRS Steering Committee  
April 10 - Water Issues Committee  
April 11 - Administration and Finance Issues Committee

19. Verbal Reports

Director Yoh stated that he and President Green along with General Manager John Kennedy attended the rededication of the Yorba Linda PFAS treatment plant now named Wayne Miller PFAS treatment plant to honor former Yorba Linda Water District Director Miller. President Green reported that ACWA formed a Strategic Planning Committee and noted there is one person from every region.

RECESS TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –  
[Government Code Section 54956.9(d)(1)] –  
OCWD v. 3M Company et al.

General Counsel Jeremy Jungreis advised that there was no need for the agendaized Closed Session.

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 6:41 p.m.

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Christina Fuller, District Secretary

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Cathy Green, President





## AGENDA ITEM SUBMITTAL

**Meeting Date:** May 15, 2024

**To:** Board of Directors

**From:** John Kennedy

**Staff Contact:** M. Patel/M. Wu

**Budgeted:** Yes

**Budgeted Amount:** \$1,700,000 FY24-25

**Cost Estimate:** \$ 1,700,000

**Funding Source:** General Fund

**Program/Line Item No.** 1050.54025

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: AMERICAN WATER CHEMICALS AMENDMENT 7 TO AGREEMENT 1279 FOR THE PURCHASE OF ANTISCALANT IN THE GWRS REVERSE OSMOSIS (RO) TREATMENT FACILITY**

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### SUMMARY

American Water Chemicals (AWC) has been supplying antiscalant for the GWRS RO Treatment Facility for many years. Staff reached out to AWC for updated pricing for a two-year extension through June 30, 2026, and they proposed a price of \$1.22 per pound. Staff recommends approving Amendment No.7 to Agreement No. 1279 with American Water Chemicals Inc., at a reduced price of \$1.22 per pound, with an extension of two years, until June 30, 2026.

Attachment: American Water Chemicals Proposal Dated April 1, 2024

### RECOMMENDATION

Authorize execution by the General Manager of Amendment No. 7 to Agreement No. 1279 with American Water Chemicals, Inc., at \$1.22/lb. for the supply and delivery of antiscalant, for a period of two years.

### BACKGROUND/ANALYSIS

The GWRS RO facility requires the use of pretreatment chemicals, including sulfuric acid and antiscalant. These chemicals are needed to prevent the precipitation of salts (i.e., mineral scale), which reduces efficiency and leads to possible irreversible membrane damage. Identifying successful antiscalants is challenging. Unlike other bulk chemicals (e.g., acids and bases), a variety of antiscalants exist with varying chemistries and capabilities. Despite vendor claims, product performance is highly dependent on the water chemistry and operating conditions.

Utilizing the District's testing program the antiscalant product was bid out to two qualified suppliers in late 2016: American Water Chemicals' (AWC) A-108 product and Avista Technologies' Vitec 1500 product. As a result of this bid, the lowest cost product was found to be the A-108 product. The AWC's A-108 product came in at \$0.79 per pound which was 47% less than the product being used in the GWRS prior to bidding. Also, the A-108 product was pilot tested at a lower dose of 2.5 mg/L compared with the

dose used in the GWRS of 3.5 mg/L. This dose is a reduction in the volume of product used by 29%. As a result, it was anticipated at the time that the A-108 product could save up to 60% of the prior antiscalant cost.

The A-108 product has successfully operated at low doses of 2.5-3.0 mg/L in the GWRS RO system since January 2018. The low dose of this product combined with its low cost had resulted in significant savings to the GWRS antiscalant budget.

Staff recommends renewal of the antiscalant contract with American Water Chemicals for a period of two years at the cost of \$1.22/lb of product. This will allow for cost certainty going forward as the GWRS Final Expansion undergoes the second year of operation. The final expansion results in new water quality with the introduction of Orange County Sanitation District (OC San) Plant No. 2 flows. This new water quality could require increased antiscalant chemical usage due to increased salinity in the GWRS feed water. However, due to construction issues at OC San and limited recharge basin capacity from consecutive years of above average precipitation, GWRS has not been able to run for a long enough period with Plant No. 2 flows to fully assess the antiscalant effectiveness. Staff will use the next year of operation under the new water quality to thoroughly assess the current antiscalant product efficiency and optimize its dose rate. It is also hoped that pilot testing can begin as well with this product and others to determine if more than one product will work under the new GWRS Final Expansion water quality. This additional usage has been accounted for in the fiscal year 2024-2025 general fund chemical budget for GWRS.

#### **PRIOR RELEVANT BOARD ACTION(S)**

05/17/23 – R23-5-67: Authorize execution by the General Manager of Amendment No. 6 to Agreement No. 1279 with American Water Chemicals, Inc., at \$1.31/lb. for the supply and delivery of antiscalant, for a period of one year.

06/15/22 – R22-6-82: Authorize execution by the General Manager of Amendment No. 5 to Agreement No. 1279 with American Water Chemicals, Inc., at \$1.31/lb. for the supply and delivery of antiscalant, for a period of one year.

10/20/2021—R21-10-156: Authorize execution by General Manager of Amendment No. 4 to Agreement No. 1279 with American Water Chemicals, Inc., at \$1.31/lb. for the supply and delivery of antiscalant, for a period of six months.

06/16/2021 – R21-6-98: Authorize execution by the General Manager of Amendment No. 3 to Agreement No. 1279 with American Water Chemicals, Inc., at \$0.97/lb. for the supply and delivery of antiscalant, for a period of six months.

12/16/2020 – R20-12-169: Authorize issuance of Amendment No. 2 for American Water Chemicals, Inc., for supply and delivery of RO antiscalant at \$0.89/lb., to commence on January 1, 2021 and terminate on June 30, 2021.

12/5/2018 – R18-12-170: Authorize execution by the General Manager of Amendment No. 1 to Agreement No. 1279 with American Water Chemicals, Inc., at \$0.89/lb. for the supply and delivery of antiscalant.

12/20/17 – R17-12-161: Authorize execution by the General Manager of Agreement with American Water Chemicals, Inc., at \$0.79 for the supply and delivery of antiscalant.

04/20/2016 – RO16-4-49: Authorize execution by the General Manager of the Amendment to Agreement No. 1015 with American Water Chemicals at \$1.50 per pound for GWRS antiscalant evaluation (Product A-110) through December 2016.

08/20/14 –RO14-8-116: Authorize agreement to American Water Chemicals, Inc. for purchase of RO antiscalant for GWRS

9/19/12 - RO12-9-116 Award chemical contracts for water treatment systems

9/21/11- RO11-9-144: Authorize exercise of one-year renewal option of agreements for supply and delivery of GWRS chemicals.

5/19/10 -M10-74 - Authorize staff to proceed with evaluation of Reverse Osmosis antiscalants in GWRS RO Treatment Facility

12/17/08 -RO08-12-162 Authorize issuance of PSA to American Water Chemicals for bulk antiscalant chemical for GWR System



# AMERICAN WATER CHEMICALS

1802 CORPORATE CENTER LANE  
PLANT CITY FL 33563  
USA

# SALES QUOTATION

Copy

Quotation No.: 22032039  
Quotation Date: 04/01/24  
Valid Until: 04/01/26  
Customer No.: C00299  
Customer Ref. No.: CONTRACT 1279  
RENEWAL  
Page No.: Page 1 of 1

### BILL TO

ORANGE COUNTY WATER DISTRICT  
PO BOX 20845  
FOUNTAIN VALLEY CA 92728  
USA

### SHIP TO

ORANGE COUNTY WATER DISTRICT  
18700 WARD STREET  
FOUNTAIN VALLEY CA 92708  
USA

### VALID UNTIL

04/01/26

Sales Employee: Nathan Lovell  
Contact Name: ASHLIE VALENCIA  
Terms: Net30

Ship Via:  
Freight Terms: PREPAID

Item No.	Description	Quantity	Unit Price	Total
A108.LBS	AWC A-108, BULK, OCWD	BULK 1,012,500 LBS	\$ 1.2200	\$ 1,235,250.00

Volume based of Jan-Dec 2023 sales (23 deliveries for a total of 1,012,500 lbs of AWC A-108.  
Price is firm for a two year period, including freight.

Subtotal	\$ 1,235,250.00
Shipping	
Tax	\$ 108,084.38
<b>Total Order Value</b>	<b>\$ 1,343,334.38</b>

Remarks: This Quote is valid for the period of Two Years

**ESTIMATED LEAD-TIME TO SHIP IS 10 WORKDAYS AFTER RECEIPT OF ORDER**



## AGENDA ITEM SUBMITTAL

**Meeting Date:** May 15, 2024

**To:** Board of Directors

**From:** John Kennedy

**Staff Contact:** R. Herndon/D. Field

**Budgeted:** Yes

**Budgeted Amount:** \$125,000

**Cost Estimate:** \$100,815

**Funding Source:** CIP

**Program/ Line Item No.:** C23003

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** Yes

**Subject: AWARD CONTRACT GBM-2024-2 TO BC2 ENVIRONMENTAL, LLC FOR INSTALLATION OF THREE SHALLOW AQUIFER MONITORING WELLS TO SUPPORT ANNUAL GROUNDWATER LEVEL CONTOUR MAPS AND STORAGE CALCULATIONS**

---

### SUMMARY

Bids for installation of three shallow aquifer monitoring wells were received on April 23, 2024. Staff recommends awarding the contract to the lowest responsive bidder, BC2 Environmental, LLC (BC2).

### RECOMMENDATION

1. Receive and file Affidavit of Publication of Notice Inviting Bids for Contract GBM-2024-2; and
2. Accept bid and award contract GBM-2024-2 to BC2 Environmental, LLC for an amount not to exceed \$100,815.

### BACKGROUND/ANALYSIS

The Board approved installation of these three shallow aquifer monitoring wells in October 2023. The Notice Inviting Bids for Contract GBM-2024-2 was issued on March 28, 2024. The Affidavit for Publication of Notice Inviting Bids is attached as Figure 1 below. The following responsive bids were received on April 23, 2024:

BC2 Environmental, LLC.	\$100,815
ABC Liovin Drilling, Inc.	\$159,635
J&H Drilling Co, Inc. dba MR Drilling	\$16,382,090 (adjusted)

The bid from MR Drilling was responsive; however, they made a mistake on every line item. Specifically, MR Drilling wrote out in words the *total* price of each bid item in the location rather than the *unit* price. As stated in the contract documents, the written words supersede the written numbers, so each line item had to be adjusted resulting in an increase of the total MR Drilling bid from \$170,000 to \$16,382,090. Even without the adjustment, the MR Drilling bid would have been the highest, so the bid order did not change.

The bid received from BC2 is deemed responsive and is consistent with the Geologist's estimate of \$125,000. Staff recommends awarding the contract to BC2 Environmental, LLC. Table 1 below summarizes the approved budget and anticipated expenditures incorporating the BC2 bid.

Table 1: Shallow Monitoring Well Construction Budget and Anticipated Expenditures (assuming Contract GBM-2024-2 awarded to BC2)

Task	Approved Budget	Anticipated Expenditures
Wells AM-62, IDM-5, & IDM-6 Construction	\$ 125,000	\$ 101,000
Construction Inspection Services <sup>1</sup>	0	0
Well Survey	12,000	12,000
Project Contingency	13,000	10,000
<b>TOTAL:</b>	<b>\$ 150,000</b>	<b>\$ 123,000</b>

<sup>1</sup>Inspection services to be completed in-house by OCWD geologists.

Staff identified several data gaps where shallow aquifer piezometers (a term for small-diameter monitoring wells used specifically to measure groundwater levels) would significantly improve and help constrain the groundwater level contours in the Forebay and Irvine subbasin near the basin margins along the hills and mountains (Figure 2). In 2021, staff proposed a phased approach of installing two to three shallow piezometers per year over three to four years. The first two piezometers, OCWD-M60 and OM-10, were installed in 2022 and have been used to prepare groundwater contour maps and to complete the groundwater storage calculation since June 2022. The next two shallow piezometers, OM-11 and SCS-14A were installed in 2023 and were used to prepare the June 2023 groundwater contour map and groundwater storage calculation. The next three shallow piezometers proposed herein for 2024 would fill data gaps in the cities of Irvine (IDM-5 & IDM-6) and Yorba Linda (AM-62), as shown in Figure 1. The anticipated depth of each of these three proposed wells is approximately 110 feet.

**Figure 1: Affidavit of Publication of Notice Inviting Bids for Contract GBM-2024-2**

THE ORANGE COUNTY  
**REGISTER**

The Orange County Register  
1920 Main Street, Suite 209  
Irvine, California 92614  
(714) 796-7000

0011658155

Orange County Water District  
18700 Ward Street  
Fountain Valley, California 92708

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA  
County of Orange**

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

**03/28/2024**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Irvine, California

On this 28th day of March, 2024.

  
\_\_\_\_\_  
Signature

2024 SHALLOW AQUIFER  
MONITORING WELLS,  
CONTRACT NO. GBM-2024-2

The work to be performed and bid complete herein, shall be as shown and specified in the Technical Specifications and on the Plans (Figures) and is generally described as supplying all labor, equipment, materials and forces necessary to complete work on construction of Shallow Aquifer monitoring wells AM-62, IDM-5, and IDM-6 in the cities of Yorba Linda and Irvine (Figures) under Contract No. GBM-2024-2.

Monitoring well installation shall be completed using hollow stem auger drilling equipment. The nominal 10-inch diameter boreholes shall be drilled to the anticipated depth of 110 feet bgs. The anticipated maximum depth of the 4-inch diameter PVC well casing is 105 feet bgs. Plans can be found at Orange County Water District Online Planroom (ocwdplanroom.com).

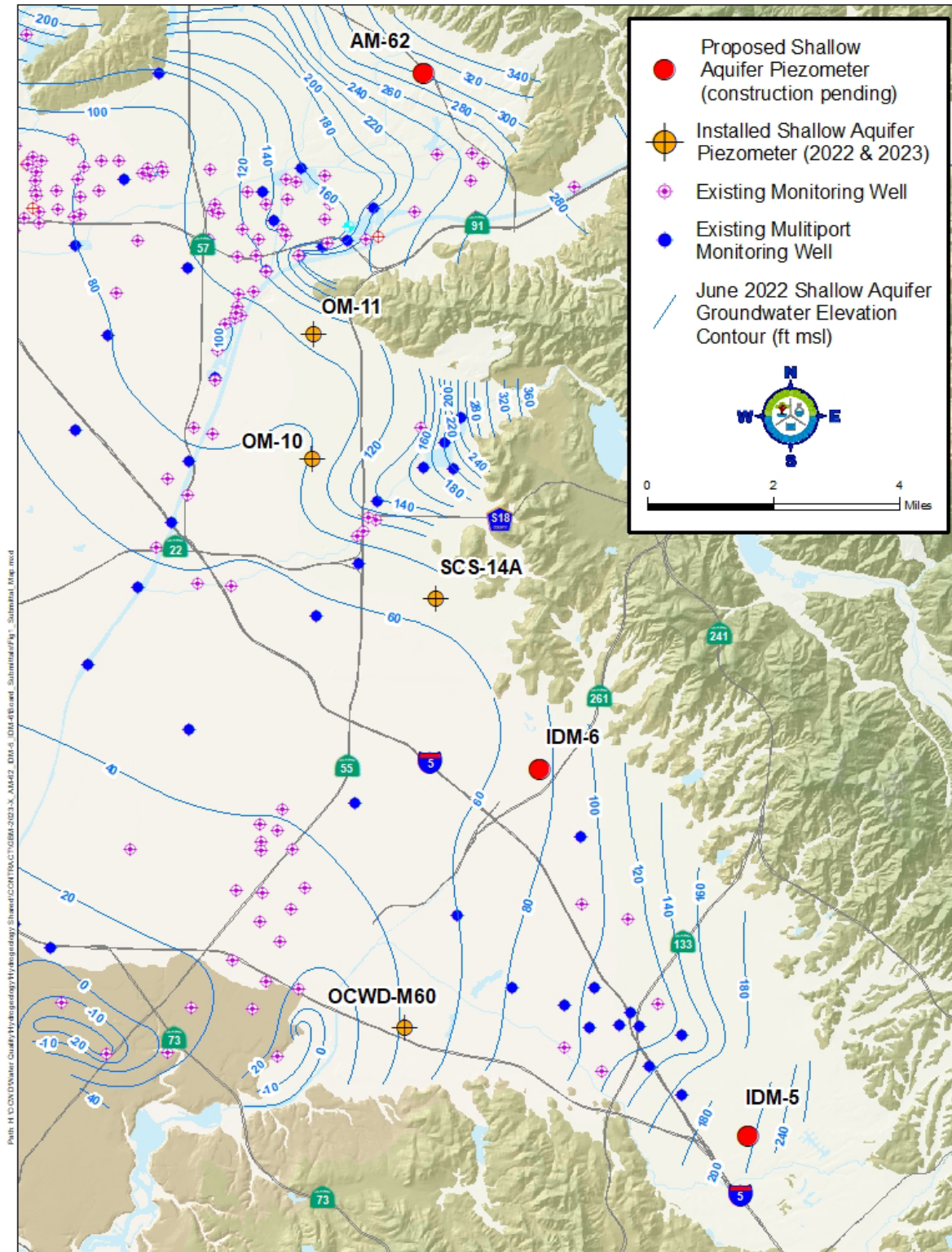
ORANGE COUNTY WATER  
DISTRICT

John C. Kennedy, General  
Manager

The Orange County Register  
Published: 3/28/24



**Figure 2:** Locations of proposed and previously installed shallow aquifer piezometers to improve accuracy of annual water level maps and groundwater storage calculations.



## **PRIOR RELEVANT BOARD ACTIONS**

10/18/23, R23-10-137 Authorize construction of three Shallow Aquifer piezometers.

3/15/23, R23-3-34 Award Contract No. GBM-2023-1, 2023 Shallow Aquifer Monitoring Wells, to BC2 Environmental, LLC.

12/21/22, R22-12-169 Approve installation of two Shallow Aquifer monitoring wells for annual water level maps and storage calculation.

3/16/22, R22-3-23 Award Contract No. GBM-2022-1, 2022 Shallow Aquifer Monitoring Wells, to BC2 Environmental, LLC.

10/20/21, R21-10-154 Approve installation of two Shallow Aquifer monitoring wells for annual water level maps and storage calculation.

3/21/07 M07-44 Receive and file staff report titled "Evaluation of Orange County Groundwater Basin Storage and Operational Strategy," and adopt new three-layer storage change methodology with the associated new full basin condition.



## AGENDA ITEM SUBMITTAL

**Meeting Date:** May 15, 2024

**To:** Board of Directors

**From:** John Kennedy

**Staff Contact:** R. Herndon/D. Field

**Budgeted:** No

**Budgeted Amount:** \$0

**Cost Estimate:** \$13,000

**Funding Source:** R&R

**Program/ Line Item No.:** TBD

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** Categorical Exemption to be filed upon project approval

**Subject: AUTHORIZE ISSUANCE OF SERVICES AGREEMENT TO BC2 ENVIRONMENTAL, LLC FOR DESTRUCTION OF MONITORING WELLS AM-21 AND AM-21A**

---

### SUMMARY

Quotes for destruction of monitoring wells AM-21 and AM-21A were received on April 23, 2024. Staff recommends issuance of a Services Agreement to BC2 Environmental, LLC to complete destruction of the wells.

### RECOMMENDATIONS

1. Authorize destruction of monitoring wells AM-21 and AM-21A; and
2. Authorize General Manager to execute a Services Agreement to BC2 Environmental, LLC in an amount not to exceed \$13,000 for the destruction of monitoring wells AM-21 and AM-21A.

### BACKGROUND/ANALYSIS

Monitoring wells AM-21 and AM-21A (wells) were constructed in February 1991 as part of a volatile organic compound (VOC) investigation in the cities of Anaheim and Orange. The wells were constructed on City of Anaheim right-of-way, adjacent to the Honda Center, and are approximately 10 feet apart. Figure 1 shows the location of the wells. After 33 years of monitoring, VOCs in these wells have rarely been detected, and when detected, concentrations have been well below drinking water standards. The wells have provided useful water quality and water level data for general basin monitoring. Additionally, the wells are part of the proposed monitoring well network for possible future recharge of GWRS water at Burriss Basin.

Staff recently learned that the area around AM-21 and AM-21A is being redeveloped as part of the OCVIBE project. The OCVIBE project will include restaurants, hotels, businesses, and walking paths adjacent to the Honda Center. The planned final site details show the wells located in the center of the OCVIBE complex making continued monitoring, maintenance, and eventual well destruction impractical. The attached renderings (Figures 2 and 3) show the planned OCVIBE development including the approximate existing location of the wells.

The District's access agreement with the city of Anaheim (City) has a revocation clause that requires the District to properly destroy and seal the wells at the City's request. Based on the age of the wells (33 years) and impractical future access, staff has determined the wells should be properly destroyed and subsequently replaced in a nearby location. Staff has been in contact with City staff and the OCVIBE team and was informed that construction near the wells will begin within the next two months. Therefore, time is of the essence to have the wells destroyed before construction begins. Destruction of these monitoring wells was not included in this year's budget, as staff recently learned of the planned redevelopment.

Staff sent a scope of work and request for quotes to properly destroy monitoring wells AM-21 and AM-21A to four well contractors, and three cost quotations were received as listed below.

BC2 Environmental, LLC.	\$ 13,000
Yellow Jacket Drilling Services, LLC.	\$ 24,000
ABC Liovin Drilling, Inc.	\$ 55,000
Cascade Drilling	No Response

The lowest cost quotation from BC2 Environmental LLC in the amount of \$13,000 is consistent with past well destruction costs. Staff recommends issuing a Services Agreement to BC2 Environmental LLC to destroy monitoring wells AM-21 and AM-21A.

After the wells are destroyed and a new location is identified, staff will return to the Board with a recommendation to install replacement wells.

**PRIOR RELEVANT BOARD ACTION(S)**

None

Figure 1: AM-21/21A Location

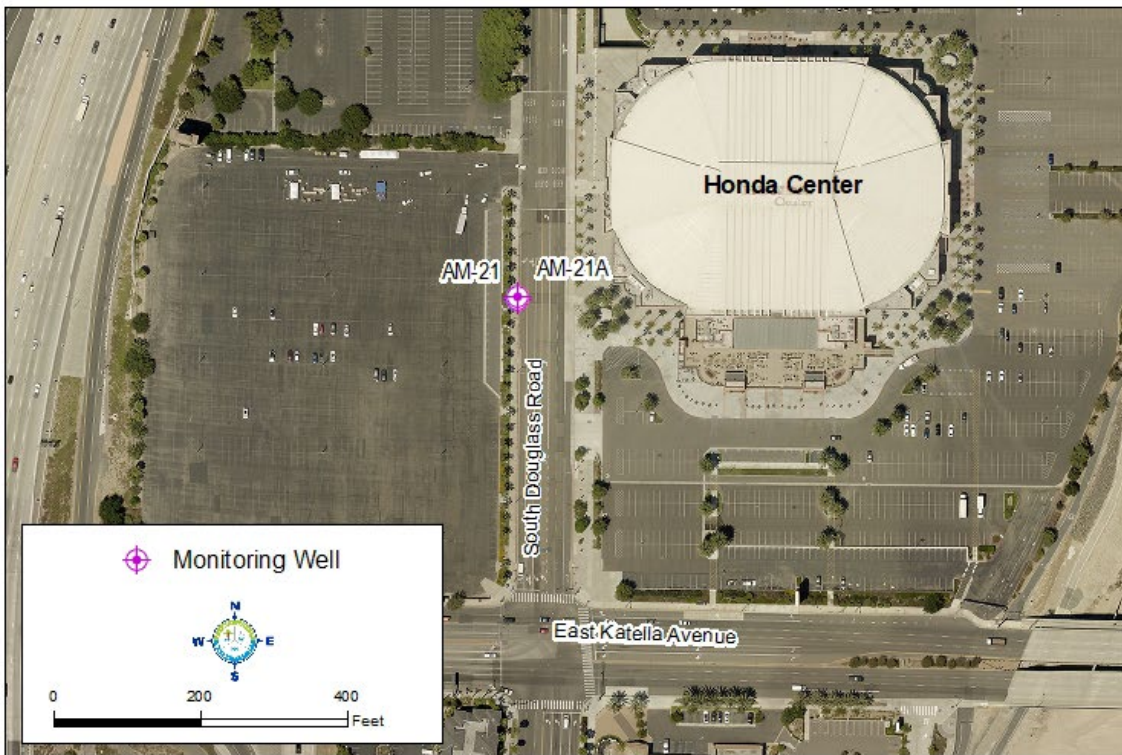
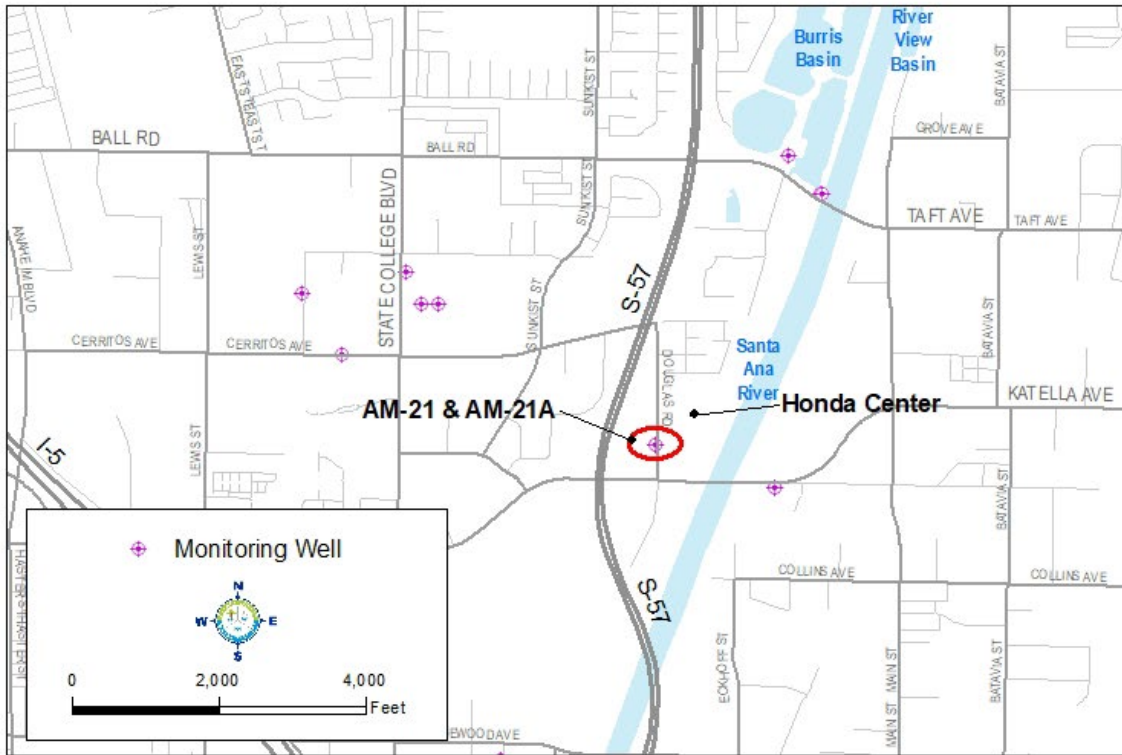


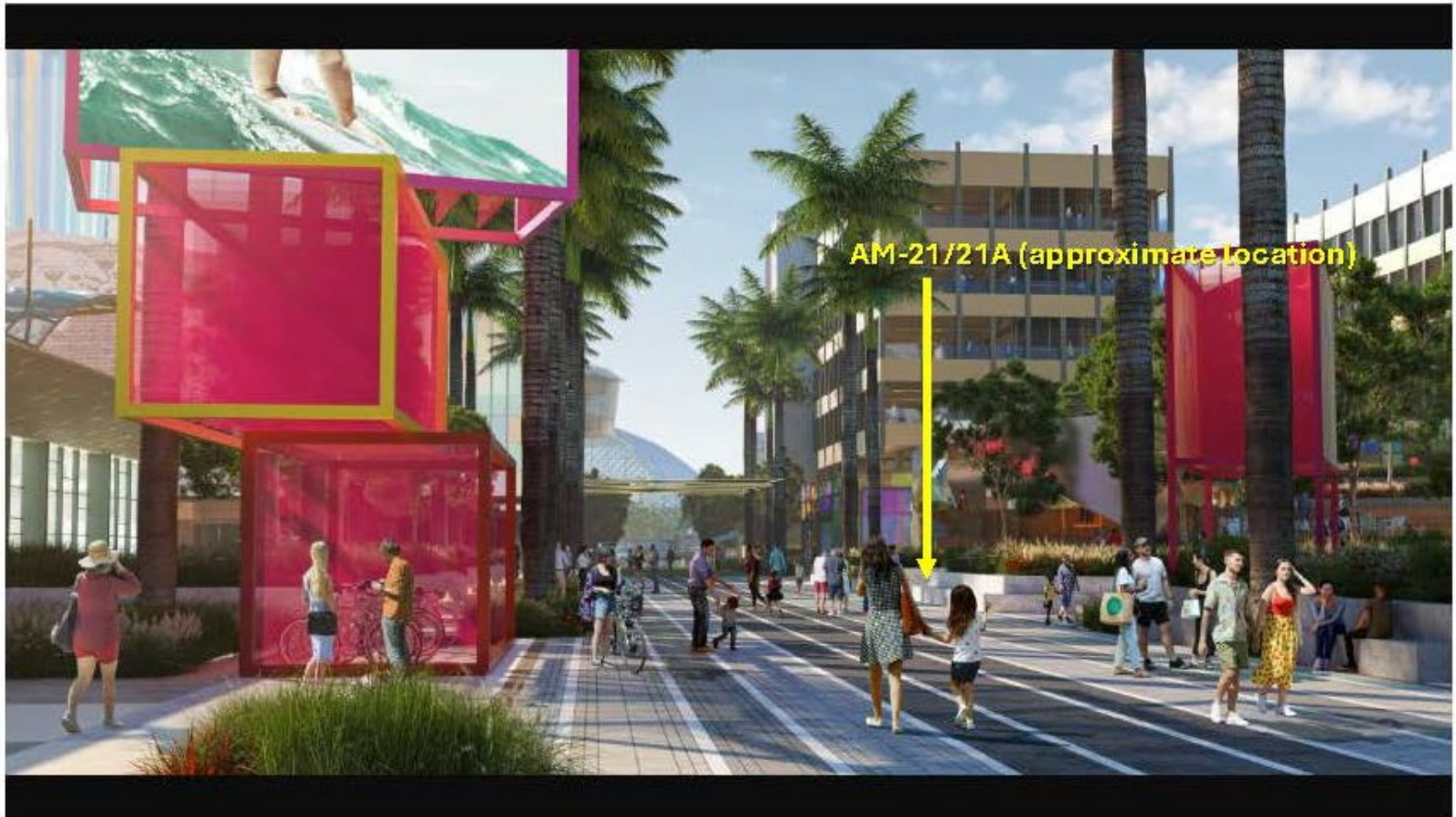
Figure 2: Rendering of OCVIBE Development (1 of 2)



Figure 3: Rendering of OCVIBE Development (2 of 2)

**Downtown Reimagined**

This is called The Paseo (old Douglass Road)







## AGENDA ITEM SUBMITTAL

**Meeting Date:** May 15, 2024

**To:** Board of Directors

**From:** John Kennedy

**Staff Contact:** R. Herndon/C. Olsen

**Budgeted:** Yes

**Budgeted Amount:** \$41,000

**Cost Estimate:** \$41,000

**Funding Source:** CIP

**Program/ Line Item No.:** C24004

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: SERVICE AGREEMENT WITH BESST, INC. FOR A DEPTH-SPECIFIC FLOW AND WATER QUALITY SURVEY AT HUNTINGTON BEACH WELL NO. 3A**

---

### SUMMARY

In consultation with the city of Huntington Beach (City), OCWD staff recommends retaining the services of BESST, Inc. in the amount of \$41,000 to perform down-hole flow profiling and depth-specific water sample collection of Huntington Beach well no. 3A (HB-3A). The proposed work is to provide data that City and OCWD staff will use to assess the feasibility of modifying the well screened interval to prevent PFAS entry and, thus, potentially avoid the cost of constructing a treatment system.

Attachment: Cost quotation dated April 30, 2024, from BESST, Inc.

### RECOMMENDATION

Authorize issuance of a service agreement to BESST, Inc. in an amount not to exceed \$41,000 to provide depth-specific data collection services at Huntington Beach well no. 3A.

### BACKGROUND/ANALYSIS

City of Huntington Beach well no. 3A (HB-3A) has had detections of the PFAS compound perfluorooctanesulfonic acid (PFOS) up to 6.1 parts per trillion (ppt), which exceeds the drinking water maximum contaminant level of 4 ppt that was recently established by the U.S. Environmental Protection Agency. Well HB-3A had been idle for six months prior to September 2023 detection of PFOS at 6.1 ppt and not operated since due to earlier concerns with manganese levels, with the well only turned on for sampling and the water pumped to waste.

OCWD and City staff have discussed options to address PFOS at this well such as installing a treatment system or blocking off the screened depth interval where the PFOS is entering the well. To evaluate the feasibility of the latter option, with concurrence from City staff, OCWD staff requested a cost quotation from BESST, Inc. to perform a down-hole well video, depth-specific flow profiling, and water sample collection at well HB-3A. BESST is the only contractor with specialized equipment and capabilities to provide these services through the well's existing access tube without the

expense of removing the pump and motor. BESST submitted a quotation for \$38,956. Staff requests authorization to issue an agreement with BESST in an amount not to exceed \$41,000, which includes a 5% contingency for additional sample volumes and depths and other potential expenses.

Based on the results of the down-hole testing, City and OCWD will assess whether it is feasible to block off a portion of the screened interval without severely reducing the well's groundwater pumping capacity and maintaining suitable water quality. Staff believes the well survey is worth pursuing given the relatively small expense and the potential of avoiding a PFAS treatment system whose capital cost would be on the order of \$6 million.

**PRIOR RELEVANT BOARD ACTION(S)**

None

**Quotation For: OCWD Huntington Beach 3A-PFOS/PFOA**



**Payment Terms: Net 30**

Well Location:	Huntington Beach, California
Number of Locations:	1 Well
Quotation Date:	Tuesday, April 30, 2024
Prepared by:	Noah Heller, MS PG Lic. # 5792
<b>Client Organization:</b>	Orange County Water District
Name and Title:	Roy Herndon, Chief of Hydrogeology
Street Address:	18700 Ward Street
City and State:	Fountain Valley, CA
Phone:	(714) 378-3260
Email:	<a href="mailto:rherndon@ocwd.com">rherndon@ocwd.com</a>

**BESST INC**  
 50 Tiburon, Suite 7  
 San Rafael, CA 94901  
 Office: 415.453.2501 / cell: 415.302.7354  
[nheller@besst-inc.com](mailto:nheller@besst-inc.com)

Item	HYDROGEOLOGIC PROFILING SERVICES	Qty	Unit	Price	Total
<b>TASK 1 - PLANNING</b>					
Data Planning	Data Review including historical yield and chemistry reports, Planning meetings and Phone Calls, Injection and Sampling Plan.	1	project	\$ 900.00	\$ 900.00
	<b>Subtotal #1</b>				<b>\$ 900.00</b>
<b>TASK 2 - SITE AND WELL ACCESS SURVEYS- SURVEY THROUGH ACCESS PIPE</b>					
Mob / Demob	Mob/Demob For Access Survey	1	ea.	\$ 1,815.00	\$ 1,815.00
Per Diem	Per Diem costs for one scientist	1	days	\$ 335.00	\$ 335.00
Access Survey	Access Surveys	1	ea.	\$ 1,400.00	\$ 1,400.00
Access Survey Report	Access Survey Technical Memo	1	ea.	\$ 450.00	\$ 450.00
	<b>Subtotal #2</b>				<b>\$ 4,000.00</b>
<b>TASK 3 - MINIATURIZED VIDEO SURVEYS</b>					
Mob/demob	Mob/Demob for Video Survey	0	ea.	\$ 1,815.00	\$ -
Per Diem	Per Diem costs for one scientist	0	days	\$ 335.00	\$ -
Static Video Survey	Well is turned off	1	ea.	\$ 1,300.00	\$ 1,300.00
Dynamic Video Survey	Well is turned on	0	ea.	\$ 1,800.00	\$ -
Video Survey Reports	Report data and interpretation of results	1	ea.	\$ 450.00	\$ 450.00
Copies of Video Survey	Flash drive-two copies per well	1	ea.	\$ 16.00	\$ 16.00
	<b>Subtotal #3</b>				<b>\$ 1,766.00</b>
<b>TASK 4 - DYNAMIC FLOW PROFILING</b>					
Mob / Demob	Dynamic Rig Mob/Demob and personnel	1	ea.	\$ 2,900.00	\$ 2,900.00
Per Diem	Per Diem costs for two scientists	2	days	\$ 670.00	\$ 1,340.00
Crew Mob/Demob	Used only if the video, flow and chemistry sampling requires more than 5 days. Crew demobs	0	ea.	\$ 2,000.00	\$ -
System Setup	System Setup	1	ea.	\$ 1,100.00	\$ 1,100.00
Dynamic Flow	Dynamic Flow Survey (up to 20 injection depths). Optional injection points may be	1	ea.	\$ 7,775.00	\$ 7,775.00
	<b>Subtotal #3</b>				<b>\$ 13,115.00</b>
<b>TASK 5 - DYNAMIC DEPTH DEPENDENT SAMPLING</b>					
Groundwater Sampling	Dynamic Groundwater Sampling Survey (up to 10 1-liter samples, 8 depth dependent with HydroBooster Pump and 2 wellhead). Optional groundwater sampling depths may be recommended based on the initial flow data and the length of the well screen. Does not include laboratory costs.	1	ea.	\$ 8,000.00	\$ 8,000.00
	<b>Subtotal #4</b>				<b>\$ 8,000.00</b>
<b>TASK 6 - HYDROGEOLOGIC REPORT</b>					
Engineering Report	<b>ENGINEERING REPORT:</b> Detailed Dynamic Flow and Mass Balance Report (Mass Balance Up To 8 Constituents): Includes Analysis, Conclusions and Recommendations for Well Modification to Remove Contaminants of Concern.	1	ea.	\$ 8,750.00	\$ 8,750.00
Dedicated PFAS Tubing	Dedicated PFAS Tubing	600	ft	\$ 2.25	\$ 1,350.00
	<b>Subtotal #5</b>				<b>\$ 10,100.00</b>
<b>TASK 7 - OPTIONAL SERVICES</b>					
Extra Injections	Extra Injection Depths	0	ea.	\$ 100.00	\$ -
Extra Samples	Extra Groundwater Sample Depths	0	ea.	\$ 200.00	\$ -
Extra Volume	Extra Groundwater Sample Liters at Each Point	16	ea.	\$ 30.00	\$ 480.00
Extra Analytes	Extra Mass Balance Fee Per Analyte	0	ea.	\$ 400.00	\$ -
Pump Crew Oversight	Oversee test pump installation-Lift and Shift operations-Access Pipe installation or other well preparation activities.	0	hr.	\$ 150.00	\$ -
Standby	Standby Rate	0	hr.	\$ 275.00	\$ -
Toilet Rental	Rent and have portable toilet delivered to site	1	well	\$ 400.00	\$ 400.00
Generator Rental	Required if AC power not available on site	1	day	\$ 100.00	\$ 100.00
Multi Water Parameter Meter	pH, Temp, conductivity, dissolved oxygen, redox potential and turbidity	0	ea.	\$ 650.00	\$ -
Water Level Meter	Measure Water Levels	1	ea.	\$ 95.00	\$ 95.00
Labels	Complete Sample Bottle Labels	0	ea.	\$ 275.00	\$ -
COC	Complete Chain of Custody	0	ea.	\$ 110.00	\$ -
Package	Package Samples	0	ea.	\$ 110.00	\$ -
	<b>Subtotal #6</b>				<b>\$ 1,075.00</b>
<b>TOTAL: Including Options</b>					<b>\$ 38,956.00</b>

Client Purchase Order Number \_\_\_\_\_

Client Name \_\_\_\_\_

Client Signature \_\_\_\_\_

Date \_\_\_\_\_



## AGENDA ITEM SUBMITTAL

**Meeting Date:** May 15, 2024

**To:** Board of Directors

**From:** John Kennedy

**Staff Contact:** R. Herndon

**Budgeted:** Yes

**Budgeted Amount:** \$100,000 (FY24-25)

**Cost Estimate:** \$100,000

**Funding Source:** General Fund

**Program/Line Item No.:** 1075.53005.2003,  
1075.53005.9976, and 1075.53005.9986

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: AMENDMENT NO. 1 TO AGREEMENT 1561 WITH TUCKER ELLIS FOR  
LEGAL OVERSIGHT AND CEQA SUPPORT SERVICES**

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### SUMMARY

The firm of Tucker Ellis (with which Connor Fletcher & Hedenkamp merged in 2023) is projected to reach, by the end FY23-24, its authorized expenditures for legal oversight services in the PFAS and South Basin litigations and CEQA support services for the South Basin Groundwater Protection Project. Staff recommends increasing Tucker Ellis' authorization for these services in the amount of \$100,000 to cover anticipated expenditures for FY2024-25.

### RECOMMENDATION

Authorize issuance of Amendment No.1 to Agreement No.1561 with Tucker Ellis LLP for an amount not to exceed \$100,000 to continue providing legal oversight services in the PFAS and South Basin litigations and CEQA support services for the South Basin Groundwater Protection Project.

### BACKGROUND INFORMATION

The Board appointed Doug Hedenkamp to assume the role of oversight counsel in the PFAS and South Basin litigations following Ed Connor's retirement at the end of 2023. Mr. Hedenkamp also serves as one of OCWD's representatives on the PFAS Plaintiffs' Steering Committee and Executive Committee. Tucker Ellis also provides CEQA legal support in connection with the Environmental Impact Report ("EIR") that the District is preparing for the Interim Remedial Action Plan for the South Basin Groundwater Protection Project.

To continue the aforementioned services through FY2024-25, staff requests an increase of \$100,000 in expenditure authorization for Tucker Ellis. This amount has been budgeted.

### PRIOR RELEVANT BOARD ACTIONS

9/20/23 CS23-9: Authorize legal services agreement with Tucker Ellis LLP for \$140,000 for legal oversight services for the South Basin and PFAS litigation and legal support services for the South Basin CEQA documentation; approve Doug Hedenkamp to serve as the District's oversight counsel in the South Basin and PFAS litigations upon Ed Connor's retirement; and Appoint Doug Hedenkamp to serve as a District representative

on the PFAS Plaintiffs Steering Committee and Executive Committee upon Ed Connor's retirement.

8/5/20 R20-8-93: Authorize General Manager to execute an Engagement Agreement with Connor Fletcher & Hedenkamp to provide special oversight counsel services regarding PFAS litigation with a not-to-exceed budget of \$150,000

6/3/20 M20-60: Ratify Board President's recommendations for OCWD's representatives to the PFAS Steering and Executive Committees

7/19/17 R17-7-96: Authorize Amendment No. 2 to Retainer Agreement with (Ed Connor) Law Firm of Connor, Fletcher & Hedenkamp LLP

8/20/14 CS14-8-2: Authorize Amendment No. 1 to Retainer Agreement with (Ed Connor) Law Firm of Connor, Fletcher & Hedenkamp LLP

8/12/10 CS-10-8-1: Authorize execution of Retainer Agreement with (Ed Connor) Law Firm of Connor, Fletcher & Hedenkamp LLP





## AGENDA ITEM SUBMITTAL

**Meeting Date:** May 15, 2024

**To:** Board of Directors

**From:** John Kennedy

**Staff Contact:** M. Patel/R. Raley

**Budgeted:** Yes

**Budgeted Amount:** \$120,000 per year

**Cost Estimate:** \$358,999 Over 3 years  
FY24-25, FY25-26, FY26-27

**Funding Source:** General Fund

**Program/ Line Item No.** 1050.57016

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: PROFESSIONAL SERVICES AGREEMENT WITH ONE SOURCE DISTRIBUTORS FOR THREE YEAR PREVENTIVE MAINTENANCE PROGRAM ON MEDIUM VOLTAGE VARIABLE FREQUENCY DRIVES FOR THE FOUNTAIN VALLEY FACILITY**

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### SUMMARY

Staff is requesting Board approval to issue a Professional Services Agreement to perform preventive maintenance on the GWRS medium voltage variable frequency drives. A schedule for maintaining these drives has been in place since the plant came online in 2008. The current number of drives covered by this service has increased to 42 and costs have been provided for the next three years starting in fiscal year 2024-2025.

Attachment: One Source Distributors 3-Year PM Service Agreement Fixed Price Proposal

### RECOMMENDATION

Authorize issuance of a Professional Services Agreement with One Source Distributors for an amount not to exceed \$358,999 to provide electrical equipment maintenance services on variable frequency drives over a three-year period starting in fiscal year 2024-2025.

### BACKGROUND/ANALYSIS

The Groundwater Replenishment System (GWRS) utilizes many large horsepower pumps that are controlled and driven with the use of Medium Voltage Variable Frequency Drive (VFD) units. The reliability of these complex pieces of electrical equipment is critical to the operation of the GWRS. Proper maintenance must be performed to prevent the gradual deterioration of these drives and ultimate electrical failure. Finding electrical and mechanical issues in their early stages can prevent catastrophic damage to this equipment. This type of maintenance requires the services of specially trained technicians and specialized test equipment. OCWD initiated an RFP for these services and Selected One Source Distributors who was the lowest bidder. One Source utilizes the equipment manufacturer (Rockwell) for these technical support services. Unfortunately, staff were unable to obtain more than one quotation for these services. The preventative maintenance industry for VFD and other complex electrical

gear has become consolidated over the past five years with fewer available firms. Preventative maintenance of the OCWD VFDs require expertise and licensing from the VFD equipment manufacturer Rockwell Automation. One Source Distributors are the official Rockwell Automation local service provider and therefore maintain all available licensing for software upgrades to the VFD units. Other preventative maintenance firms can obtain licensing, but in discussions with those firms, they felt their pricing could not be competitive with One Source Distributors. This was the reason staff was only able to obtain one proposal for these services. In prior years, there were more than one bidder for these services, but One Source Distributors had also been the lowest proposer on the prior solicitations for medium voltage VFD preventative maintenance services.

Staff is recommending award of a three-year agreement to One Source Distributors to provide medium voltage VFD preventative maintenance services at a cost not to exceed \$120,000 per year. The start of these services would be in the upcoming fiscal year 2024-2025 starting on July 1, 2024. Staff is seeking approval prior to the start of the next fiscal year to hold the proposed pricing proposal which is valid until May 22, 2024. These services are budgeted each year in the Water Production General Fund under "Outside Services" account 1050.57016.

**PRIOR RELEVANT BOARD ACTION(S)**

None

# Medium Voltage Service Agreement Preventative Maintenance

## FIXED PRICE PROPOSAL

Orange County Water District  
Fountain Valley, CA

**30393136.4**  
**March 22<sup>nd</sup>, 2024**

**Presented to:**  
Orange County Water District  
18700 Ward St  
Fountain Valley, CA 92708  
United States of America

**Proposed by:**  
OneSource Distributors Inc  
4278 N Harbor Blvd  
Fullerton, CA 92835-1017  
United States of America

Rockwell Automation Inc.  
135 Dundas St  
Cambridge, ON N1R 5N9  
Canada

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## Revision History

Date:	Description of change:	Edited by:	Revision:
June 8th, 2023	None, Original Document	Eric Treviño	30393136.1
July 13 <sup>th</sup> , 2023	Added 1-Year option	Eric Treviño	30393136.2
November 13 <sup>th</sup> , 2023	Added 4 MV Drives, total of 42.	Edgar Meza	30393136.3
March 22 <sup>nd</sup> , 2024	Proposal Date Update	Edgar Meza	30393136.4

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## 1 Rockwell Automation Statement of Work<sup>1</sup>

COVID-19. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. Together, we will navigate this tough situation with a focus on safety while supporting each other. We are committed to communicating with you about the impact that the ongoing COVID-19 pandemic or its related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding in advance.

This Medium Voltage Agreement Fixed Price Proposal is offered to OneSource Distributors Inc for resale to Orange County Water District (“Customer”).

### 1.1 Medium Voltage Service Agreement Solution Statement of Work Summary

Rockwell Automation will provide the following solutions:

- 1) Base offer: 3-year Preventative Maintenance service agreement
  - a. Includes 7 Onsite visits to perform [42] Medium Voltage Health Check inspections per year.
    - i. Non-local field service resource is considered for this option through the entire length of the contract.
    - ii. 7 onsite visits.
      1. Based on the assumption that Orange County Water District will have 3 consecutive weekdays available to perform such health checks: two drives per day.
      2. Seven site visits consisting of 3 consecutive weekdays, a total of 21 weekdays.
  - b. Tentative Contract Start Date: June 1<sup>st</sup>, 2024

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<sup>1</sup> Allen-Bradley, FactoryTalk, LifecycleIQ Services, and Rockwell Automation are trademarks of Rockwell Automation, Inc. Any Rockwell Automation software or hardware not mentioned here is also a trademark, registered or otherwise, of Rockwell Automation, Inc. PTC and ThingWorx are trademarks or registered trademarks of PTC Inc. or its subsidiaries in the U.S. and in other countries. Trademarks not belonging to Rockwell Automation are the property of their respective companies.

### 1.1.1 Basis for Statement of Work

The following details the information used as a basis for this Statement of Work:

- Request from Orange County Water District to Rockwell Automation
- Rockwell Automation serial numbers:
  - 6504669975-101
  - 6504669975-201
  - 6504669975-301
  - 6504669975-401
  - 6504669975-501
  - 6504669975-601
  - 6504693724-101
  - 7005083-001-04
  - 7005083-002-04
  - 7005083-003-04
  - 7005083-004-04
  - 7005083-005-04
  - 7005083-006-04
  - 7005083-007-04
  - 7005083-008-04
  - 7005083-009-04
  - 7005083-010-04
  - 7005083-011-04
  - 7005083-012-04
  - 7005083-013-04
  - 7005083-014-04
  - 7005083-015-04
  - 7005083-016-04
  - 7005083-017-04
  - 7005083-018-04
  - 7005083-019-04
  - 7005083-021-04
  - 7005083-023-04
  - 7005083-025-04
  - 7005083-027-04
  - 7005083-029-04
  - 7005083-031-04
  - 7005083-033-04
  - 7005083-035-04
  - 7012598-002-12
  - 7012598-004-12
  - 7013405-002-12
  - 7013405-012-12
  - 7013405-013-12
  - 7013405-014-12
  - 7013405-015-12
  - 7013405-016-12

### 1.1.2 Solution Description

The solution provided will be based on Rockwell Automation's standard system and services deliverables.

Each solution will be defined as follows:

- Section 1.1.2.1 [Medium Voltage Preventative Maintenance Services](#)

### 1.1.2.1 Medium Voltage Preventative Maintenance Services

Rockwell Automation will designate a Project Manager as Orange County Water District and OneSource Distributors main point of contact.

1. The Rockwell Automation Project Manager will schedule a Kickoff meeting at the beginning of each year for:
  - a. Activity and resource planning
  - b. Scope of work definition
  - c. Schedule Development
  - d. Schedule Management
  - e. Execution
2. The Rockwell Automation Project Manager will contact Orange County Water District and OneSource Distributors in advance for scheduling regular Medium Voltage Preventative Maintenance visits applicable to this agreement.
  - a. Day of work:
    - i. Preventative Maintenance activities
      1. A day of work is defined as Monday through Friday between the hours of 8:00 a.m. and 6.00 p.m. local time (excluding Rockwell Automation observed holidays and Weekends), up to eight (8) hours per day.
    - b. In the event Customer needs to cancel a scheduled visit, Customer is responsible for rescheduling that visit.
3. Rockwell Automation will provide a report for each Drive, four weeks after the service is completed.
4. Logbook checks will be refined during the first Medium Voltage Assessment visits, with open review by site personnel. Specific checks will not be defined until the actual assessment work begins and will be mutually agreed upon by Rockwell Automation and Orange County Water District
5. Depending on site status, Medium Voltage Preventative Maintenance inspections could include both energized and de-energized work (appropriate safety requirement to be observed)
6. FIIX Platform will be utilized to:
  - a. Create, complete and track work orders quickly and efficiently with Fiix's AI-powered work order software.
  - b. Easily organize, track, and optimize asset performance.
  - c. Take control of your storeroom with pain-free inventory management
  - d. Get actionable maintenance insights on demand with advanced reporting and analytics functions.
  - e. Manage maintenance from anywhere at any time with Fiix's mobile CMMS app.



### 1.1.2.2 Equipment

The following equipment is included in this Statement of Work: NONE

#### 1.1.2.2.1 Proposed Schedule of Services

- Support will be supplied during a “standard day” schedule “as required” for the services detailed in the [Maintenance Schedule] below.
  - A “standard day” is defined as Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m. local time (excluding Rockwell Automation observed holidays and weekends), up to [8]- hours per day.
- Base offer:
  - 7 onsite visits are based on non-local travel.
- Should extra time be required, this will be addressed via the Documented Change Request (DCR) process.

### 1.1.2.2.2 Maintenance Schedule Table

3-year Agreement Offer

Location	P&ID	Serial no.	Asset no.		Year 1	Year 2	Year 3
255	A01-VFD-0400	7005083-021-04	6943	1st Group	<b>Week 1</b>  2 Drives per Day	<b>Week 1</b>  2 Drives per Day	<b>Week 1</b>  2 Drives per Day
255	A02-VFD-0400	7005083-023-04	6949				
255	B01-VFD-0400	7005083-025-04	6955				
255	B02-VFD-0400	7005083-027-04	6961				
255	B03-VFD-0400	7005083-029-04	6967				
255	A03-VFD-0400	7012598-004-12	30777				
510	H02-VFD-2130	6504669975-101	43576	2nd Group	<b>Week 2</b>  2 Drives per Day	<b>Week 2</b>  2 Drives per Day	<b>Week 2</b>  2 Drives per Day
510	H03-VFD-2130	6504669975-301	43768				
510	I01-VFD-2130	6504669975-401	43961				
510	I02-VFD-2130	6504669975-501	44153				
510	I03-VFD-2130	6504669975-601	44345				
510	H01-VFD-2130	6504669975-201	43384				
510	A01-VFD-2130	7005083-001-04	14135	3rd Group	<b>Week 3</b>  2 Drives per Day	<b>Week 3</b>  2 Drives per Day	<b>Week 3</b>  2 Drives per Day
510	A02-VFD-2130	7005083-002-04	14141				
510	A03-VFD-2130	7005083-003-04	14147				
510	B01-VFD-2130	7005083-004-04	14153				
510	B02-VFD-2130	7005083-005-04	14159				
510	B03-VFD-2130	7005083-006-04	14165				
510	C01-VFD-2130	7005083-007-04	14171	4th Group	<b>Week 4</b>  2 Drives per Day	<b>Week 4</b>  2 Drives per Day	<b>Week 4</b>  2 Drives per Day
510	C02-VFD-2130	7005083-008-04	14177				
510	C03-VFD-2130	7005083-009-04	14183				
510	D01-VFD-2130	7005083-010-04	14189				
510	D02-VFD-2130	7005083-011-04	14195				
510	D03-VFD-2130	7005083-012-04	14201				
510	E01-VFD-2130	7005083-013-04	14207	5th Group	<b>Week 5</b>  2 Drives per Day	<b>Week 5</b>  2 Drives per Day	<b>Week 5</b>  2 Drives per Day
510	E02-VFD-2130	7005083-014-04	14213				
510	E03-VFD-2130	7005083-015-04	14219				
510	F01-VFD-2130	7013405-002-12	31091				
510	F02-VFD-2130	7013405-012-12	31251				
510	F03-VFD-2130	7013405-013-12	31410				
510	G01-VFD-2130	7013405-014-12	31572	6th Group	<b>Week 6</b>  2 Drives per Day	<b>Week 6</b>  2 Drives per Day	<b>Week 6</b>  2 Drives per Day
510	G02-VFD-2130	7013405-015-12	31731				
510	G03-VFD-2130	7013405-016-12	31890				
815	A05-VFD-3400	6504693724-101	44834				
815	A01-VFD-3400	7005083-031-04	12617				
815	A02-VFD-3400	7005083-033-04	12618				
815	A03-VFD-3400	7005083-035-04	12619	7th Group	<b>Week 7</b>  2 Drives per Day	<b>Week 7</b>  2 Drives per Day	<b>Week 7</b>  2 Drives per Day
815	A04-VFD-3400	7012598-002-12	32645				
820	A01-VFD-3420	7005083-016-04	12620				
820	A02-VFD-3420	7005083-017-04	12621				
820	A03-VFD-3420	7005083-018-04	12622				
820	A04-VFD-3420	7005083-019-04	12623				

### 1.1.2.2.3 Preventative Maintenance Scope of Work

#### Physical Checks

- Record/Validate Drive, Motor and Feedback Device Nameplate Information
- Examine environment in which drive is installed (clean, ambient temperature – visual) and record.
- Inspect input/output/bypass contactor sections.
- Inspect all associated drive components for loose power cable connections and ground cable connections.
- Torque all loose cables to the required torque specifications.
- Inspect the bus bars and check for any signs of overheating / discoloration and tighten the bus connections to the required torque specifications.
- Use torque sealer on all connections.
- Clean all cables and bus bars that exhibit dust build-up.
- Carry out the integrity checks on the signal ground and safety grounds.
- Check for any visual/physical evidence of damage and/or degradation of components in the low voltage compartments. This includes Relays, Contactors, Timers, Terminal connectors, Circuit breakers, Ribbon cables, Control Wires, etc.; causes could be corrosion, excessive temperature, or contamination.
- Clean all contaminated components using a vacuum cleaner and wipe clean components where appropriate.
- Check for any visual/physical evidence of damage and/or degradation of components in the medium voltage compartments (inverter/rectifier, cabling, DC Link, contactor, load break, harmonic filter, etc.). This includes main cooling fan, power devices, heat sinks, circuit boards, insulators, cables, capacitors, resistors, current transformers, potential transformers, fuses, wiring, etc.; Causes could be corrosion, excessive temperature, or contamination.
- Carry out the physical inspection and verification of the proper operation of the contactor/isolator interlocks, key interlocks, and door interlocks.
- Physical verification of the additional cooling fans mounted in the AC Line Reactor cabinet; check the Harmonic Filter cabinet for mounting and connections.
- Clean the fans and ensure that the ventilation passages are not blocked, and the impellers are freely rotating without any obstruction.
- Carry out the insulation meggering of the drive, motor, isolation Megger the drive, motor, isolation transformer/line reactor, and the associated cabling.
- Check clamp head indicator washers for proper clamp pressure and adjust, as necessary.
- Check resistors and capacitors for all snubber resistors, sharing resistors and snubber capacitors.

#### Control Power Checks

- Apply 3 Phase Control power to the drive, and test power to all the vacuum contactors (input, output, and bypass) in the system, verifying all contactors can close and seal.
- Verify all single-phase cooling fans for operation.
- This includes the cooling fans in the AC/DC Power supplies, DC/DC converter.
- Verify the proper voltage levels at the CPT (if installed), AC/DC Power Supplies, DC/DC converter, isolated gate power supply boards.
- Verify the proper gate pulse patterns using Gate Test Operating Mode
- If there have been any changes to the system during the outage, place the drive in System Test Operating Mode and verify all functional changes.

#### Final Power Checks Before Restarting

- Put all equipment in the normal operating mode and apply medium voltage.
- If there were any changes to the motor, input transformer, or associated cabling, retune the drive to the new configuration using auto tuning.
- Save all parameter changes (if any) to NVRAM.
- Run the application up to full speed/full load.
- Capture the drive variables while running at the highest access level if possible.

### Consultation and Remediation

- Review Maintenance and Operator Logs
- Informal Instruct on drive operation and maintenance.
- Reminder of safety practices and interlocks on MV equipment, and on specific operating concerns
- Reminder of the need to properly identify operating conditions.
- Review installed equipment revisions and compare against any known Product Service Advisories
- Make recommendations on needed critical spares stocking.
- Perform Maintenance & Record

#### 1.1.2.2.4 Service Maintenance Schedule

MV VFD Preventative Maintenance includes a visual inspection of all drive components visible from the front of the unit, power component resistance checks, power supply voltage level checks, tightness checks for all accessible power connections, general cleaning, and maintenance.

The 20-year service maintenance schedule of a MV VFD is shown below.

Rockwell Automation Medium Voltage VFD Preventative Maintenance Schedule		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	Interval Periods (In Years)	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R
Air-Cooling System	Door Mounted Air Filters	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Main Cooling Fan Motor	-	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I
	Redundant Cooling Fan Moto (if supplied)	-	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I
	Small Aux. Cooling Fans "Caravel"	-	I	I	I	I	I	R	I	I	I	I	I	I	I	R	I	I	I	I	I	I
Liquid-Cooling System	Mesh Filters	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
	De-ionizing Filter Cartridge	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
	All Fittings / Connections / Hose Clamps	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Redundant Cooling Pump Motor / Pumps	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Redundant Cooling Pump Motor Seals	-	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I	I	I	R
Power Switching Components	Thermostatic Valve Element	-	I	I	I	I	I	I	R	I	I	I	I	I	I	R	I	I	I	I	I	I
	Power Devices (SCGTs / SCRs)	-	I	I	I	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I
	Snubber Resistors / Sharing Resistors / HECS	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Rectifier Snubber Capacitors	-	I	I	I	I	I	I	I	I	I	I	Rv/R	I	I	I	I	I	I	I	I	Rv/R
	Inverter Snubber Capacitors	-	I	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I	I	I
	Integrated Gate Driver Power Supply	-	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R
Integral Magnetics / Power Filters	Self-Powered SGCT Power Supply (SPS)	-	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	RFB/R	I	I	I	I	I	RFB/R
	Isolation Transformer / Line Reactor	-	I	I	I	I	M	I	I	I	I	M	I	I	I	M	I	I	I	I	I	M
	DC Link / Common Mode Choke	-	I	I	I	I	M	I	I	I	I	M	I	I	I	M	I	I	I	I	I	M
Control Cabinet Components	Line / Motor Filter Capacitors	-	I	I	I	I	M	I	I	I	I	M	I	I	I	M	I	I	I	I	I	M
	AC / DC and DC / DC Power Supplies	-	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	RFB/R	I	I	I	I	I	RFB/R
	Control Boards	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Batteries (DCBs and CIB)	-	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	I	I
Connections	Battery Module (UPS)	-	I	I	I	I	R	I	I	I	I	R	I	I	I	R	I	I	I	I	I	R
	Low Voltage Terminal Connections / Plug-in Connections	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Medium Voltage Connections	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Heatsink Bolted Connections	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Medium Voltage Connections (Rectifier)	-	-	-	I	-	-	I	-	-	I	-	-	I	-	-	I	-	-	I	-	-
Enhancements	Medium Voltage Connections (Inverter)	-	-	-	-	-	-	-	-	-	-	I	-	-	-	-	-	-	-	-	-	I
	Firmware	-	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-
Operational Conditions	Hardware	-	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-
	Parameters	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
	Variables	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
Spare Parts	Application Concerns	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
	Inventory / Needs	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I

**Figure 1: 20 Year Service Maintenance Schedule**

Note the following when reading the schedule:

- **I – Inspection** indicates that the component should be inspected for signs of excessive accumulation of dust or debris and/or external damage.
- **M – Maintenance** indicates a maintenance task that is outside the normal preventative maintenance tasks and can include the inductance testing of Line Reactors/DC Links, or the full testing of an isolation transformer.

- **R – Replacement** indicates that the component has reached its mean operational life and should be replaced to decrease the chance of component failure.
- **C – Cleaning** indicates the cleaning of a part that can be reused.
- **Rv – Review** refers to a discussion with Rockwell Automation.
- **RFB/R – Refurbishment/Replacement** indicates that the parts can be refurbished at lower cost, or the parts can be replaced with new ones.

#### 1.1.2.2.5 System Documentation

Rockwell Automation will provide the following:

- Preventative Maintenance Service Report

#### 1.1.2.2.6 Requirements Schedule

At release of order, Orange County Water District will provide:

- Drawings (updated with the latest changes to the equipment).
- Detailed photos of the existing drives at site.

#### 1.1.2.2.7 Cancellation

Orange County Water District has the right to cancel the Agreement by providing Rockwell Automation a sixty (60) day written notice prior to Agreement cancellation.

### 1.1.3 Services

#### 1.1.3.1 Services Scheduling

Subject to a four (4) week notice of Customer's requested service date, Rockwell Automation will utilize a qualified Field Service Professional ("FSP") located closest to the customer work site. If Customer provides less than the previously stated advance notice, and a local qualified FSP is unavailable for the requested-on site date, Rockwell Automation will offer Customer the option to:

- 1) wait until the locally qualified FSP is available, or
- 2) schedule an alternative out-of-region resource, at no additional cost.

#### 1.1.3.2 Services Not Covered

The following items are **NOT** included in this Statement of Work.

- Removal of, or protection from, hazardous materials.
- Electrical, structural, civil, piping, or mechanical designs and installation outside of statement of work
- Site assistance during installation outside of statement of work
- No approval drawings or approval cycle included.
- Supply or modification of network media between enclosures, buildings, and process areas
- Any modifications to conduit and/or wiring that extends outside the Rockwell Automation structure detailed in this Statement of Work
- Connections to 3rd party equipment
- Field modifications upgrades or engineering changes.
- Formal operator, maintenance, or electrical training
- Dispose of coolant if required.
- Freight
- Quarantine time

## 1.2 Customer Responsibilities

- Orange County Water District shall have the Medium Voltage equipment unpowered and ready for each service to be executed.
  - A clear path to the equipment with no obstructions
- Orange County Water District shall provide detailed pictures of the existing Medium Voltage equipment (current installation)
- Orange County Water District shall ensure all permits are in place upon arrival of the Rockwell Automation Field Service representative.
- Orange County Water District shall provide any documents required for completion of MV Preventative Maintenance upon receipt of order acknowledgement confirmation.

Note: If Customer documents are not delivered by the required date, the Documented Change Request (DCR) Process will be followed to address any resulting delays.

### 1.2.1 Single Point of Contact

Customer will designate a representative that is authorized to act on the Customer's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

### 1.2.2 Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation, and control system supplied to assist Rockwell Automation personnel.

### 1.2.3 Access to the System

Customer will make the applicable processes and/or systems available to Rockwell Automation personnel during the mutually agreed upon schedule for services and equipment implementation as described in this Statement of Work.

## 1.3 Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications, and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
A1	All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	All mechanical / electrical work outside of the Rockwell Automation equipment specified in this proposal is to be installed and managed by Customer unless otherwise specified in this Statement of Work.
C1	<b>Quotation Scope.</b> This quotation includes only the hardware, software, and services that are specified in the Statement of Work.
C2	<b>Statement of Work Validity.</b> This Statement of Work is valid for 30 days from date of issue.
C3	<b>Documentation.</b> All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C4	<b>System Performance and Design.</b> Rockwell Automation is a manufacturer of industrial control equipment that is component parts on machines or manufacturing systems designed by others. As the provider of control equipment or engineering services related to that equipment, Rockwell Automation's description of responsibility is limited to the individual controls of the system only. The overall performance and overall design of the

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
	machine or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in Rockwell Automation's description of Work.
C5	<b>RoHS.</b> Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C6	<b>Hazardous Materials.</b> Rockwell Automation is not responsible for the removal of or protection from hazardous materials.
C7	<b>Existing Devices.</b> Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C8	<b>Existing Equipment.</b> Rockwell Automation is not responsible for electrical/mechanical adjustments, or changes/replacements to existing equipment required for advancing the process into a production status. This includes system performance consulting and support of equipment supplied by others that affects the performance of Rockwell Automation supplied equipment outside of this Statement of Work.
C9	<b>Safety Integrity Level - Control System.</b> The control system supplied by Rockwell Automation is not specifically designed to meet any Safety Integrity Level (SIL) in accordance with international/US national standard IEC-61511 / ISA84.00.01. Accordingly, it is therefore the responsibility of Customer to ensure that other measures - separate and distinct from the Rockwell Automation Statement of Work - are in place to ensure that the overall system operation is not impaired in the event of a failure of the Rockwell Automation control system.
C10	<b>Rigging and Handling.</b> Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of Customer. The equipment will be stored at Customer's facility in a mutually agreed upon area. A secure and dry area is required.
C11	<b>Installation Services.</b> Demolition, installation, and wiring services are not included in this Statement of Work. Rockwell Automation Installation Services can be offered upon request at an additional expense.
C12	<b>Optional Services.</b> Extended warranties, additional training, additional engineering support, and other services are available upon request and are not included in this Statement of Work.
C13	<b>Spare Parts.</b> Spare parts, outside of this Statement of Work, are not included in this proposal.
C14	This is based on all previous PM's being completed in the previous years, unless otherwise specified
C15	<b>Documented Change Request (DCR) Process.</b> Changes to this scope of work requested by Customer throughout the duration of the project will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the change provision of the Terms and Conditions of Sale referenced in this Statement of Work.
C16	<b>Customer or Site-Specific Requirements.</b> This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site-specific safety training, background checks, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
C17	<p><b>Working Hours.</b> Standard Rockwell Automation working hours are Monday through Friday, 8:00 AM to 6:00 PM (first 8 hours/day). Hours not included in the scope of this Statement of Work and worked outside the standard working hours will be billed as follows:</p> <ul style="list-style-type: none"> <li>• 1.5 Times Standard Rate - Saturdays and any hours exceeding eight (8) on a weekday.</li> <li>• 2.0 Times Standard Rate - Sundays and holidays</li> </ul>
C18	<p><b>Travel Time &amp; Expenses.</b> Travel time and expenses in excess of those which are included in this Statement of Work will be billed as follows:</p> <ul style="list-style-type: none"> <li>• Travel time to and from the jobsite is billed at the standard rate.</li> <li>• Transportation, auto rental, lodging, meals, phone, and miscellaneous expenses are billed at cost plus a 10% administrative handling fee.</li> </ul>
C19	<p><b>Stand-by Time.</b> Stand-by time is not included in the scope of Work for the duration of this project. Stand-by time is defined as any delays due to issues beyond the control of Rockwell Automation. Examples include time spent on-site waiting for completion of the installation and wiring, time spent waiting for the correction of construction, and time spent troubleshooting field wiring errors. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.</p>
C20	<p><b>Cancellation.</b> Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices. The applicable cancellation charge will be determined upon Rockwell Automation receipt of Customer cancellation notification.</p>
C21	<p><b>Work Site Safety.</b> Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally recognized standards, and regulations, for work at the site.</p>
C22	<p><b>Information Security Standards</b> In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices:</p> <p><b>1. Data Transmission</b> Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place via secure means {e.g., Rockwell Automation's SharePoint system; password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, Hightail File Transfer Service; Secure File Transfer Protocol (SFTP); physical media such as paper/DVD sent securely; or another equally secure means of transport}. If Customer requires Rockwell Automation to use a customer-specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility.</p> <p><b>2. Customer-Provided Hard Disk</b> If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry 'best of breed' open-source encryption solutions. The Customer must use commercially reasonable efforts to ensure against introduction of any malicious software into Rockwell Automation's systems. These efforts include the implementation of security patches and antivirus or anti-malware solutions to remediate any vulnerabilities.</p> <p><b>3. Remote Access</b> Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.</p>
C23	<p><b>Infectious Disease Planning.</b> Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related</p>



Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
	<p>governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding.</p> <p>In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.</p>
C24	<p><b>Customer Success Publication.</b> Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer's name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.</p>
E1	<p>This field intentionally left blank.</p>

**Table 1: Assumptions, Clarifications, and Exceptions**

## 1.4 Rockwell Automation Commitment for Sales Through Distribution

*In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of the COVID-19 pandemic on Rockwell Automation and/or third parties, including without limitation, logistics, and materials suppliers.*

**General.** This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of the hardware, and/or software (individually a "Product" and collectively "Products"), and/or services ("Services") and/or Products and Services described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement or Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

**Warranty.** (a) *Warranty for the Work:* Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the Work will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(b) *Products Warranty:* Rockwell Automation warrants to Customer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Product are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Product have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(c) *Services Warranty:* Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided that service shall be performed in a workmanlike manner conforming to standard industry practice.

(d) *Remedies*: Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the Products, Services or Work, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(e) *General*: Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(f) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

**Disclaimer and Limitation of Liability.** NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, DATA, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

**Software Licenses and Ownership.** (a) *Standard Software*. Software comprised of firmware or standard software (including, but not limited to packaged software, Rockwell Automation's preexisting templates, models and library files, and commercially available software) (collectively "Standard Software") is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Customer's obligation to pay any license fee which shall be identified in the Statement of Work.

(b) *Documentation and Application Software*. Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rockwell Automation as specified in the Statement of Work. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rockwell Automation under the Agreement for operational use with Rockwell Automation's Standard Software or the Customer's system as specified in the Statement of Work. Customer is solely responsible for its modifications to documentation and Application Software. Except for any Customer or third-party confidential information, Rockwell Automation retains all right, title, and interest to documentation and Application Software developed by Rockwell Automation. Customer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Customer. Customer may make an additional archival copy of such documentation and Application Software for backup.

(c) In the absence of a separate Rockwell Automation license agreement for software provided by Rockwell Automation under a Statement of Work, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software (except for modifications of Application Software as set forth above). Ownership of the respective Rockwell Automation or third-party software shall remain with Rockwell Automation or the third party.

(d) *Ownership of Pre-existing Intellectual Property.* Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.

(e) *No Other Licenses.* Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

**Government Clauses and Contracts.** No government contract clauses, specification, or regulations apply to the Work, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

**Confidentiality.** (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

**Delivery.** Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation's delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the Work remains with Rockwell Automation or its suppliers and licensors.

**Acceptance.** (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) *Interim Approvals.* Any Rockwell Automation provided interim Work deliverable requiring Customer approval pursuant to the Statement of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

**Changes.** Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Products, Services or Work; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

**Temporary Suspension of Work by Customer.** Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be

suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation as a result of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.

**Safety and Standards.** Rockwell Automation is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are applicable to the Work at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the Work. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end users, if different from Customer) facility, equipment, process, information system, or data.

**Site Rules, Licenses, Permits, Site Preparation.** (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (4) reasonable access to the worksite, (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations and documentation; (6) all other factors affecting the Work that are outside of the direct control of Rockwell Automation; and indemnifying Rockwell Automation for any claims to the percentage extent directly caused by Customer's breach of the obligations listed in this section (b).

**Customer Specification.** (a) Unless otherwise specified in the Statement of Work, Rockwell Automation does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Work or Products, (ii) products supplied by, made by or sourced from Customer or other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Customer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rockwell Automation to the extent permissible thereunder.

(b) *RoHS:* Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.

**Customer Information.** (a) Customer represents and warrants that it has the rights to the information provided or made available by Customer to Rockwell Automation, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Customer Information"), for Rockwell Automation to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify Rockwell Automation from any claims arising out of Rockwell Automation's use of Customer Information pursuant to the Statement of Work.

(b) In Rockwell Automation's performance of services, sales activities, or in connection with Customer's use of Rockwell Automation Products, Rockwell Automation may obtain, receive, or collect data or information, including Customer's contract information, computer system profile, Rockwell Automation Product installation data, and Customer's usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to

facilitate the performance of sales and services by Rockwell Automation and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Products. In addition, Customer grants Rockwell Automation and its affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its affiliates may also use this information in the aggregate, in a form which does not personally identify Customer, to improve Products and Rockwell Automation may share anonymous aggregate data with our third-party suppliers and service providers.

**Independent Terms.** Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

**Effective Date.** This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

## 2 Distributor Commercial Terms

### 2.1 Pricing Summary

OneSource Distributors Inc's price is based on the Statement of Work set forth in Section 1 above. All prices are in U.S. Dollars. Quotation is valid for 60 days from date of issue.

Service Elements	Price
Base Offer: 3-year Preventative Maintenance Agreement <i>Multiyear Preventative Maintenance</i>	\$358,998.74 <i>included</i>

The total price provided is based on the purchase of the full scope of supply. Unless unit pricing is called out as an add or delete price, any itemized unit pricing is approximate and provided for informational purposes only and does not constitute an offer.

**Agreement Term:** 3 Years  
**Billing Frequency:** Annually

Description	Milestone Description	Per Year
Base Offer: 3-year Preventative Maintenance Agreement	At the beginning of Year 1	\$119,666.25
	At the beginning of Year 2	\$119,666.25
	At the beginning of Year 3	\$119,666.25

### 2.1 Invoicing Schedule

Payment terms are net thirty (30) days from invoice

### 2.2 Purchase Order Instructions

Remit PO to: Santos Merino [smerino@1sourcedist.com](mailto:smerino@1sourcedist.com)

### 2.3 Onesource Distributors Inc Terms and Conditions of Sale

1. **PROPOSAL and ACCEPTANCE OF ORDER:** Quotations, bids and proposals (hereinafter "Proposal(s)"), provided by OneSource Distributors, LLC (hereinafter "OneSource"), and where applicable, OneSource's vendors, suppliers and manufacturers (hereinafter "Suppliers"), shall be expressly limited to and conditioned upon these Terms and Conditions. The term "Products" includes products, goods, parts, components, equipment, materials, and programming, start-up and training services, and any other items accepted by OneSource in an order placed by Buyer. Placement of an order for Products ("Order") with OneSource constitutes acceptance of OneSource's proposal (if provided), and these Terms and Conditions as written. Any additional, different or contrary terms in Buyer's purchase order or order form are deemed to be material alterations and notice of objection to them and rejection of them is hereby deemed given. Further, acceptance or acknowledgment by OneSource of an Order shall be (1) expressly limited to and conditioned upon these Terms and Conditions, (2) subject to credit approval at the sole discretion of; and (3) subject to acceptance of the Order by OneSource, and where applicable, OneSource's Suppliers. The limit of Buyer's open account may be increased or decreased from time to time at the sole discretion of OneSource and at all times must be satisfactory to OneSource otherwise, OneSource may terminate the Order upon notice to Buyer and without liability to OneSource. Payment for, or acceptance of, any delivery of Products or performance by OneSource shall also constitute Buyer's acceptance of these Terms and Conditions. In no event shall OneSource's quote or any Order include any design, installation, supervisory, or other services for which an engineering or contractor's license is required. OneSource's Proposal, the Order, and these Terms and Conditions constitute the entire and exclusive agreement ("Agreement") of the Parties with respect to the Products provided hereunder and supersede all previous and contemporaneous written and oral agreements and warranties related to the subject matter hereof. The failure of either party to insist upon the performance of any of part of this Agreement or shall not be deemed to be a waiver in the future. Pricing breakouts for Products are for billing and accounting purposes only and shall not be used by Buyer to determine pricing for changes change order pricing. In the event Buyer requests a change, the costs and shipping times shall be adjusted as provided in writing by OneSource.

2. **TAXES:** Buyer shall pay the amounts of any sales, use, value added, excise, gross receipts, gross income, business and occupation or similar present or future taxes, duties or other assessments imposed by any governmental authority on the sale,

purchase, delivery, transporting, use or storage of, or otherwise in connection with, Products sold by OneSource to Buyer, as well as the amounts of any fine, penalty or interest thereon. Buyer shall supply to OneSource copies of evidence of payment of or exemption from any taxes, duties or other assessments which Buyer is obligated to pay.

3. **TERMS OF PAYMENT:** All purchases are due in net thirty days (Net 30) from invoice date, with interest accruing at a rate of 18% per annum for any late payments. In no event shall Buyer withhold retention from any payments. In the event Buyer falls behind on payment and fails to bring its account current within 10 days of OneSource written notice to do so, then OneSource shall have the right to suspend further shipments until all outstanding invoices are paid. In no event shall OneSource be required to provide waivers or releases of mechanics' lien rights, stop notice rights, or bond claim rights as a condition for payment, except as provided under California Civil Code, Sections 8132, 8134, 8136, and 8138 relating to conditional and unconditional waivers and releases.

4. **DELIVERY AND TRANSPORTATION:** Unless otherwise expressly agreed in writing by OneSource, all Products shall be delivered F.O.B. shipping point and risk of loss or damage to the Products passes to and is assumed by Buyer at the point of shipment. Buyer shall incur all costs for any requirements that deviate from OneSource's or its Suppliers' standard packing and shipping methods. Buyer shall strictly comply with all requirements of the shipping or freight company related to inspections and damage to Products, otherwise Buyer's right to any claim for damage during shipment is waived. The Buyer hereby agrees to pay a storage charge as reasonably determined by OneSource on all Products that are not accepted by Buyer when said Products are available for shipment.

5. **CANCELLATIONS and RETURNS:** Buyer may not cancel the Order without written agreement by OneSource, and Buyer shall pay the amount assessed by any of OneSource's Suppliers for such cancellation, plus a reasonable amount as determined by OneSource as compensation for work provided in relation to the Order. OneSource must approve all returns, which, if approved are subject to a restocking charge as determined by OneSource, and Buyer at its sole cost is responsible for shipping any returned Products to OneSource or its Suppliers, at OneSource's sole discretion. All risks of loss and damage for returns are borne by Buyer.

6. **DELAY IN DELIVERY/FORCE MAJEURE:** Factory shipment or delivery dates are the best estimates of OneSource and/or its Suppliers. OneSource shall not be liable for any delays or damages suffered or claimed by Buyer, Buyer's customer, or the ultimate user of the Products, due to delays in delivery or for failure to perform resulting from or due to any cause whatsoever not reasonably within OneSource's control, including, without limitation, delays on the part of OneSource's Suppliers, accidents to or breakdowns or mechanical failure of machinery or equipment; inclement weather; strikes, lockouts or other labor difficulties; shortage of labor, utilities, energy sources, transportation, or raw materials or parts, or failure of usual means of supply; fires; floods; explosions; war, declared or undeclared; insurrection; riots; acts of God or a public enemy; or priorities, allocations or limitations or other acts required or requested by the Federal, state or local governments or any of their subdivisions, bureaus or agencies, and any excuse for nonperformance available under the Uniform Commercial Code or any other applicable law. OneSource may, at its option, cancel any Order of Buyer or delay performance hereunder for any period reasonably necessary due to any of the foregoing, during which time this Agreement shall remain in full force and effect. OneSource shall have the further right to then allocate its available products among its consumers in such manner as OneSource in its sole discretion may consider equitable. Should the shipment of any Products be delayed due to a cause or event which is reasonably within OneSource's control, and such delay causes actual damage to Buyer, then in no event shall the aggregate amount of liability that OneSource has under any Order for any and all such delays be greater than 10% of the value of the Product delayed, or \$20,000.00, whichever is less, and this aggregate amount shall be the sole and exclusive liability that OneSource shall have for delays.

7. **WARRANTIES:** Products sold by OneSource are not manufactured by OneSource. The Products may, however, be covered by a Suppliers' warranty (if any) for the standard time frames provided by each Supplier. OneSource hereby assigns and passes through to the Buyer any warranty of the Suppliers, and Buyer acknowledges that it shall have recourse only under such warranties and only as against each such Suppliers of the Products. ONESOURCE MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS IT SELLS. ONESOURCE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, ANY PERFORMANCE WARRANTIES OR GUARANTEES, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

8. **INDEMNITY and LIABILITY:** To the greatest extent allowed by law, Buyer shall indemnify, defend and hold OneSource harmless from all claims, damages, expenses, liabilities and losses ("Claims"), including, without limitation attorney's fees and costs incurred, for personal injuries, bodily injury, property damages or other losses, whether or not a lawsuit or other action is filed, resulting from, related to, or occurring from the use or failure of any Products provided by OneSource to the extent not caused by OneSource's sole or active negligence. Notwithstanding anything to the contrary, in no event shall the total cumulative aggregate liability of OneSource resulting from, arising out of or in connection with this Order or the Products provided by OneSource exceed the value of the Product or service upon which the Claim is based, or the coverage available under any insurance policy OneSource has in place which applies to this Order, whichever is less, regardless of the legal or equitable theory upon which the Claim of liability is based. Notwithstanding anything to the contrary, in no event shall OneSource or its affiliates and Suppliers be liable to Buyer for any indirect, consequential, incidental, special, exemplary or punitive damages, including, but not limited to, damages incurred by the Buyer, Buyer's customer, or the ultimate user of the Products; for rental expenses;



for lease expenses (both real property or equipment); for losses of use, income, profit, financing, business and reputation; for loss of management or employee productivity or of the services of such persons; for principal office expenses including the compensation of personnel stationed there; or for loss of profit (whether arising from or related to breach of contract, tort, including negligence, strict liability, warranty, indemnity or any other cause of action, claim or basis whatsoever.

9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws rules. The parties irrevocably submit to the jurisdiction of the state and federal courts located in San Diego, California for any action or proceeding regarding this Agreement, and the parties waive any right to object to such jurisdiction, except a suit filed in order to perfect a lien or stop payment notice claim, may be filed in the county in which the project is located. In the event a dispute arising out or related to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and all expenses and costs, including, but not limited to, expert witness fees, incurred, in addition to any other relief to which it is entitled. If any provision of this Agreement is determined to be invalid or unenforceable, that provision will be deemed to be severed from this Agreement or may be modified to give its intent and purpose, and will not cause the remainder of this Agreement to be invalid or unenforceable.

**Accepted.**

**Customer:** \_\_\_\_\_

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





## AGENDA ITEM SUBMITTAL

**Meeting Date:** May 15, 2024

**Budgeted:** Yes

**Budgeted Amount:** \$150,000 (FY23-24)  
\$150,000 (FY24-25)

**To:** Board of Directors

**Cost Estimate:** \$249,850 (FY23-24)  
\$154,850 (FY24-25)

**From:** John Kennedy

**Funding Source:** General Fund

**Program/ Line Item No.** 1050.57036.9908

**Staff Contact:** M. Patel/J. Bonsangue

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: CONTRACT NO. TAL-2024-1: TALBERT BARRIER WELL  
REDEVELOPMENT PROJECT- AWARD CONTRACT TO BC2  
ENVIRONMENTAL, LLC**

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### SUMMARY

A portion of the Talbert Seawater Barrier injection wells are experiencing reduced injection rates and are in need of rehabilitation (redevelopment). Rehabilitation is performed on a periodic basis and requires the use of an outside contractor due to extensive traffic control requirements along with use of specialty equipment. Talbert Seawater Barrier injection well rehabilitation efforts were paused during the construction of the GWRS Final Expansion but are now ready to resume.

Attachment: Affidavit of Publication for Notice Inviting Bids

### RECOMMENDATION

1. Receive and file Affidavit of Publication of Notice Inviting Bids for Contract No. TAL-2024-1: Talbert Barrier Well Redevelopment Project;
2. Accept bid and award contract Phase I to BC2 Environmental, LLC for \$249,850; and
3. Accept bid and award contract Phase II to BC2 Environmental, LLC for \$154,850.

### BACKGROUND/ANALYSIS

All injection wells require regular rehabilitation to maintain and maximize individual well injection rates. Legacy injection wells (Figure 1 wells I-1 through I-23) are those injection wells originally constructed with Water Factory 21 and are over 40 years old. These wells were never designed to be easily accessed for maintenance activities. The high water quality of the GWRS effluent has eliminated the need to redevelop legacy injection wells over the past five years. Although GWRS effluent is of high purity, suspended solids from the stabilization process and deterioration of the distribution pipeline material accumulate slowly and form a clogging layer at the well bore interface with the aquifer formation. The accumulation of this layer over time will eventually

reduce injection rates to less than 50% of their “clean” rate. If the clogging material is not removed periodically, the clogging material will travel further into the formation causing irreparable damage to the well. Rehabilitation is conducted by air-lift pumping and high-volume airlift purging to agitate the well bore and disturb, dislodge and remove mineral scale and fine, loose sediment. Well rehabilitation normally occurs every year as needed but was paused due to construction of the GWRSFE and has not occurred since 2018. Going forward rehabilitation efforts are planned to occur each year with costs included in the Water Production General Fund budget. Funding in the amount of \$150,000 was included in both the fiscal year 2023-2024 and 2024-2025 for a total budget of \$300,000.

The legacy well design requires specialized well rehabilitation equipment and significant traffic lane closers along Ellis Avenue. Phase I of the contract is to redevelop up to eight Legacy Well sites (Figure 1). Legacy Wells I-1, I-4, I-5, I-7, I-11, I-12, I-17 have been selected for redevelopment under Phase I of the contract.

Modern injection wells (Figure 1, wells I-26 through I-36) were constructed with the GWRS and are designed for easy maintenance access. Staff has been able to perform routine backflushing on Modern injection wells in-house using OCWD equipment. The in-house backwashes are effective at removing clogging materials near the well bore/aquifer interface and restoring injection well performance. Recently staff has been observing an uncharacteristic decline in well performance at certain Modern injection wells. It is likely that clogging material in these wells has moved beyond the well/bore aquifer interface and will require a more aggressive well redevelopment approach involving mechanical swabbing. Swabbing is a specialized operation involving equipment and operational experience that cannot be found in-house. Phase II of this project is to perform swabbing and air-lift backwashing of up to four Modern injection well casings.

Based on results of the last rehabilitation work performed on the Talbert Barrier injection wells (2018-19), staff estimates that four to five million gallons per day (mgd) of lost injection capacity will be regained, representing approximately 16% of the maximum barrier injection of 32 mgd.

A public works bid was advertised for the project between February 27 and March 1, 2024. The OCWD Engineer’s estimate for Phase I and Phase II was \$300,000. A total of two bids were received on April 2, 2024. The apparent low bidder for the project was BC2 Environmental in the amount of \$404,700. The bid results are summarized in the following Table.

**Table 1**  
**Talbert Barrier Well Redevelopment Project**  
**Bid Results**

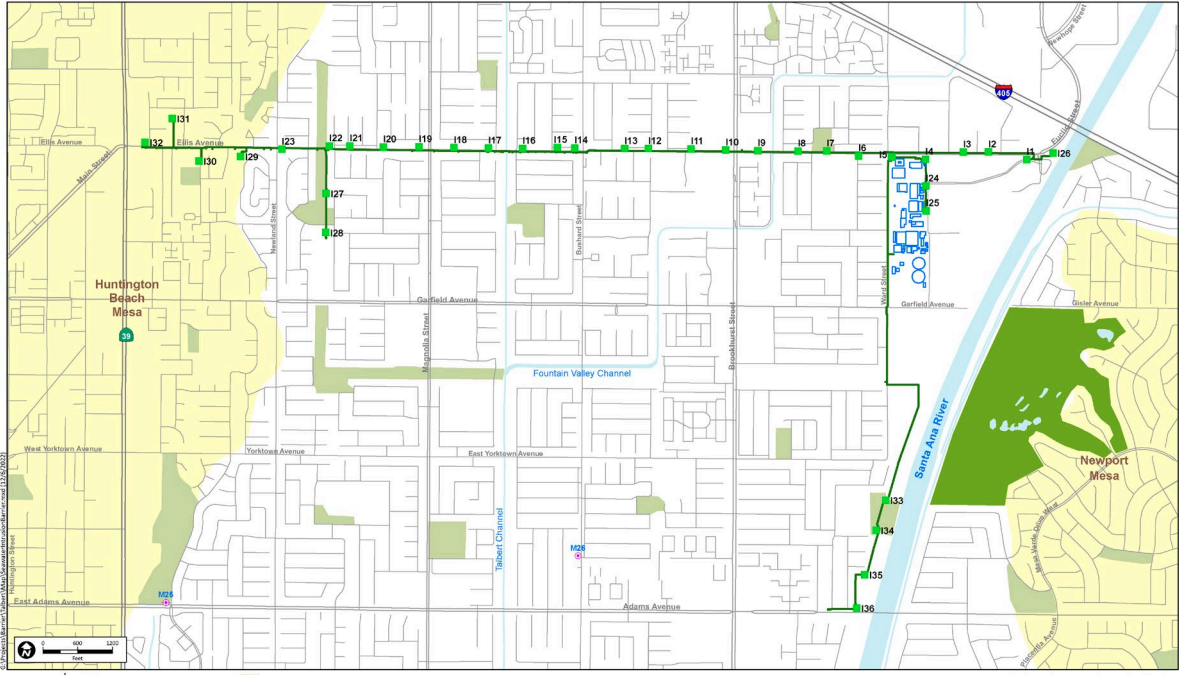
<b>Contractor</b>	<b>Bid Amount</b>
BC2 Environmental, LLC	\$404,700
Layne Christensen Company	\$489,321

The combined Phase I and Phase II scope of work should take approximately six months to complete. The project will span two fiscal years. Funding has been placed in the budgets for fiscal year (FY) 2023-24 and FY 2024-25 to complete the entire scope of work. A large portion of the total cost up front is due to contractor mobilization charges. By having two phases to the work the second phase can begin without any remobilization costs since the work would continue upon completion of the first phase.

The District has worked successfully with BC2 Environmental, LLC on well projects in the past. Based on previous project success with BC2 Environmental, LLC, staff believes that BC2 Environmental, LLC has the proper equipment and personnel to perform this scope of work in a successful manner. Staff recommends accepting the bid and issuing Contract No. TAL-2024-1, Talbert Barrier Well Redevelopment Project to BC2 Environmental, LLC in an amount not to exceed \$404,700. This amount exceeds the total amount of \$300,000 budgeted over two fiscal years. Staff believes the increase is due to higher labor rates in current construction market as compared to work performed in prior years. There has also been a consolidation in the number of qualified well contractors which resulted in less bidders than in previous years. OCWD staff will perform the field oversight and administration of this contract.

#### **PRIOR RELEVANT BOARD ACTION(S)**

2/14/24, M24-19: Authorizing Publication of Notice Inviting Bids for Contract No. Tal-2024-1: Talbert Barrier Well Redevelopment Project.



SOURCE: OCWD (10/2022)

Talbert Seawater Intrusion Barrier

Figure 3

THE ORANGE COUNTY  
**REGISTER**

1920 Main Street, Suite 209  
Irvine, California 92614  
(714) 796-7000  
legals@inlandnewspapers.com

Orange County Water District  
18700 Ward Street  
Fountain Valley, California 92708

*Account Number:* 5179533  
*Ad Order Number:* 0011650939  
*Customer's Reference/PO Number:*  
*Publication:* The Orange County Register  
*Publication Dates:* 02/27/2024  
*Total Amount:* \$5081.35  
*Payment Amount:* \$0.00  
*Amount Due:* \$5081.35  
*Notice ID:* WJqdrfl6APIVoT9fkoOH  
*Invoice Text:* NOTICE INVITING BIDS TALBERT BARRIER WELL REDEVELOPMENT PROJECT  
CONTRACT NO. TAL-2024-1 PLEASE TAKE NOTICE that sealed bids will be  
received at the office of the Contracts Administrator of the Orange County Water  
District ("District"), 18700 Ward Street, Fountain Valley, CA 92708 (mailing address:  
P.O. Box 8300, Fountain Valley, CA 92728-8300), until 2:00 p.m. local time on April 2,  
2024 at which time the bids will be publicly opened and read aloud for performing all  
work and furnishing all labor, materials and equipment for: This contract entails a  
Phase I and a Phase II scope of work. Phase I work includes redeveloping up to 8  
Legacy injection well sites (Figure 1). The Phase I work will include performing well  
redevelopment activities stated in the Technical Specifications section of this contract  
document. The Phase II work includes the redevelopment of up to 4 Modern injection  
well sites (Figure 2). Phase II work will be conducted using the redevelopment  
activities stated in the Technical Specifications section of this contract document.  
Phase II work will be conducted using the same rates submitted for the original  
(Phase I) scope of work. No additional mobilization fee will be paid to the contractor  
for Phase II work. OCWD will award the work for both Phase I and Phase II, but  
initially issue a notice to proceed only for the Phase I work. OCWD reserves the right,  
in its sole discretion, to reduce the scope of the Phase II work, or to cancel the Phase  
II work in its entirety, without additional compensation to the contractor. If OCWD  
reduces the scope of or cancels the Phase II work, OCWD retains the discretion in  
the future to solicit new bids for the Phase II work, and the bidder awarded the  
contract for this project will have the right to submit a new bid on the Phase II bid. The

THE ORANGE COUNTY  
**REGISTER** Register  
1920 Main Street, Suite 209  
Irvine, California 92614  
(714) 796-7000

0011650939

Orange County Water District  
18700 Ward Street  
Fountain Valley, California 92708

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA  
County of Orange**

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

**02/27/2024**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Irvine, California

On this 27th day of February, 2024.

  
\_\_\_\_\_  
Signature

**NOTICE INVITING BIDS**

**TALBERT BARRIER WELL REDEVELOPMENT PROJECT  
CONTRACT NO. TAL-2024-1**

PLEASE TAKE NOTICE that sealed bids will be received at the office of the Contracts Administrator of the Orange County Water District ("District"), 18700 Ward Street, Fountain Valley, CA 92708 (mailing address: P.O. Box 8300, Fountain Valley, CA 92728-8300), until 2:00 p.m. local time on April 2, 2024 at which time the bids will be publicly opened and read aloud for performing all work and furnishing all labor, materials and equipment for:

This contract entails a Phase I and a Phase II scope of work. Phase I work includes redeveloping up to 8 Legacy Injection well sites (Figure 1). The Phase I work will include performing well redevelopment activities stated in the Technical Specifications section of this contract document. The Phase II work includes the redevelopment of up to 4 Modern Injection well sites (Figure 2). Phase II work will be conducted using the redevelopment activities stated in the Technical Specifications section of this contract document. Phase II work will be conducted using the same rates submitted for the original (Phase I) scope of work. No additional mobilization fee will be paid to the contractor for Phase II work. OCWD will award the work for both Phase I and Phase II, but initially issue a notice to proceed only for the Phase I work. OCWD reserves the right, in its sole discretion, to reduce the scope of the Phase II work, or to cancel the Phase II work in its entirety, without additional compensation to the contractor. If OCWD reduces the scope of or cancels the Phase II work, OCWD retains the discretion in the future to solicit new bids for the Phase II work, and the bidder awarded the contract for this project will have the right to submit a new bid on the Phase II bid. The Work is to be done in accordance with the plans, specifications and contract documents on file in the District office, 18700 Ward Street, Fountain Valley, California, which plans and specifications are designated as above, and which documents are by this reference incorporated herein.

**MANDATORY PREBID CONFERENCE:** A mandatory pre-bid conference will be held at the District Office, 18700 Ward Street, Fountain Valley, CA on Monday, March 11, 2024, at 10:00 a.m. In addition, an optional remote pre-bid conference will be offered, via Zoom service. **Link to meeting:** <https://ocwd.zoom.us/j/82019712722> **Meeting ID Number:** 820 1971 2722. The meeting duration will be two (2) hours, the first hour will be held in OCWD's conference room along with the optional Zoom service. The second hour will be out in the field with the Districts Project Manager. All potential bidders, contractors and other interested parties are required to attend this conference conducted by the District and Engineer. Any potential bidder that does not attend the pre-bid conference will be charged with knowledge of all information that was available at the pre-bid conference.

The District Project Manager will also discuss the role and participation of potential bidders in the District's Contractor Safety Program. Also as a part of this program, the OCWD Pre-Award Safety Review form (Appendix A of the Contractor Safety Procedures) will be discussed in greater detail.

**COMPLETION OF WORK AND LIQUIDATED DAMAGES:** Phase I must be substantially completed within sixty (60) consecutive calendar days from the date of the Notice to Proceed issued by the District. Phase II must be substantially completed within one hundred twenty (120) consecutive calendar days from the date of the Notice to Proceed issued by the District. Failure to complete the Work within the time set forth herein will result in the imposition of liquidated damages for each day of delay, in the amount set forth in the Information for Bidders.

**OBTAINING CONTRACT DOCUMENTS:** Plans and specifications and all contract documents must be purchased through HB Digital at [www.ocwdplanroom.com](http://www.ocwdplanroom.com). Payment will not be refunded and the plans and specifications and contract documents are not required to be returned.

**BID GUARANTEE:** Each Bid shall be accompanied by one of the following: a certified or cashier's check, or bid bond in an amount not less than ten percent (10%) of the total bid price, payable to the Orange County Water District, as a guarantee that the Bidder, if its Bid is accepted, shall promptly execute the Agreement, furnish a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish a Labor and Material Bond in an amount not less than one hundred percent (100%) of the total bid price, and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the Insurance Conditions. The Faithful Performance Bond shall remain in full force and effect through the guarantee period as specified in the General Provisions. All surety companies shall be admitted surety insurers and shall comply with the provisions of Code of Civil Procedure Section 995.630.

WAGE RATE: As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which the Work is to be performed. The prevailing wage determinations are available at the following web site: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Contractor and any subcontractor under it shall not pay less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be directed, in writing, to the Engineer for the project:

ORANGE COUNTY WATER DISTRICT

Address:  
18700 Ward Street  
Fountain Valley, CA 92708

Attention:  
John Bonsangue, P.G.  
Telephone: 714/378-3200  
Email: [jbonsangue@ocwd.com](mailto:jbonsangue@ocwd.com)

Mailing Address:  
P.O. Box 8300  
Fountain Valley, CA 92728-8300

SUBSTITUTION OF SECURITIES: At the request and expense of the successful bidder, the District will pay the amounts retained pursuant to the contract documents as security for the completion of the Work in compliance with the requirements of Public Contract Code Section 22300 and the provisions of the General Provisions pertaining to "Substitution of Securities."

CONTRACTOR'S LICENSE SPECIFICATION: In accordance with the provisions of California Public Contract Code Section 3300, the District requires that the bidder possess the following classification of contractor's license at the time that the bid proposal is submitted: Class C-57. If the license classification specified hereinabove is that of a "specialty contractor" as defined in Section 7058 of the California Business and Professions Code, the specialty contractor awarded the Contract for this Work shall itself construct a majority of the Work, in accordance with the provisions of California Business and Professions Code Section 7059. Each bidder shall clearly write or type their contractor's license number on the outside of the bidding envelope.

CONTRACTOR'S REGISTRATION: In accordance with Labor Code Section 1771.1.a, contractor or subcontractor shall not be qualified to bid on or be listed in a bid proposal or engage in the performance of this Work unless currently registered and qualified to perform the Work pursuant to Labor Code Section 1725.5.

COMPLIANCE MONITORING AND ENFORCEMENT: Contractor's performance of the Work described in this Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

SHEETING, SHORING AND BRACING: Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to this Notice Inviting Bids shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders.

CONTRACTOR SAFETY PROGRAM: The District has instituted a Contractor Safety Program to comply with Cal/OSHA's Multi-Employer Workplace Standards. A copy of the District's Contractor Health & Safety Handbook is appended as Exhibit C of these contract documents. Potential bidders are strongly encouraged to familiarize themselves with this handbook and complete and submit appropriate forms with their bid proposal as indicated.

DISTRICT'S RIGHTS RESERVED: The Orange County Water District reserves the right to reject any or all bids, and to waive any informality in any bid.

ORANGE COUNTY WATER DISTRICT

John C. Kennedy  
General Manager

**The Orange County Register**  
Published: 2/27/24





## AGENDA ITEM SUBMITTAL

**Meeting Date:** May 15, 2024

**To:** Board of Directors

**From:** John Kennedy

**Staff Contact:** P. Parmar/J. Dadakis

**Budgeted:** Partial

**Budgeted Amount:** \$980,000

**Cost Estimate:** \$1,180,000

**Funding Source:** Reserves

**Program/ Line Item No.** 1038.51555

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject:** ADDITIONAL FUNDS FOR LABORATORY SUPPLIES

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### SUMMARY

The Philip L. Anthony Water Quality Laboratory's supply budget will be exhausted prior to the end of the current Fiscal Year 2023-2024 (FY23-24) ending June 30, 2024. The laboratory has spent more than anticipated on consumable supplies due to increasing analytical workload, particularly from PFAS samples, and overall increasing consumable supply costs. An increase of \$200,000 to the budget is necessary for the laboratory to have sufficient supplies on hand to complete its currently scheduled analytical workload.

### RECOMMENDATION

Authorize issuance of additional funds in the amount of \$200,000 to the Laboratory General Fund Account Line Item 1038.51555 for laboratory supplies.

### BACKGROUND/ANALYSIS

The District's Philip L. Anthony Water Quality Assurance Laboratory annually conducts more than 400,000 analyses on more than 20,000 individual water samples. Laboratory testing is required for regulatory compliance by both the Groundwater Producers and the District, as well as to monitor the District's recycled water treatment operations and water quality throughout the groundwater basin. To process and analyze these samples, the laboratory requires many different consumable supplies such as analytical standards, chemical reagents, solvents, extraction cartridges, sample bottles, various industrial gases (e.g., helium, argon, and nitrogen), analytical columns, instrument detectors, and replacement parts. The District's FY23-24 approved budget included \$980,000 for laboratory supplies.

Due to increasing analytical demands in support of the Producers PFAS treatment facilities, the Unregulated Contaminant Monitoring Rule (UCMR) 5 program on behalf of the Producers, method modifications due to adoption of new EPA and Standard Method updates by CA ELAP, as well as regular District monitoring programs, the lab has purchased greater than anticipated quantities of supplies to ensure regular operations continue uninterrupted. These purchases also come at a higher cost than in years past due to inflation and supply chain issues, with many vendors implementing consumable cost increases as high as 10% since January 2024. Furthermore, the laboratory is increasingly making larger supply purchases to take advantage of bulk discounts and to have extra stock on hand to insulate against potential future supply chain disruptions.

Purchases made during the FY23-24 budget period also provide supplies to be used in the first portion of FY24-25 beginning July 1, 2024.

As described above, the amount originally budgeted within the Laboratory's FY23-24 General Fund budget for lab supplies will not be sufficient. Increasing the budget by \$200,000 from \$980,000 to \$1,180,000 will allow the laboratory to complete its scheduled workload without interruption.

**PRIOR RELEVANT BOARD ACTION(S)**

N/A



## AGENDA ITEM SUBMITTAL

**Meeting Date:** May 15, 2024

**To:** Board of Directors

**From:** John Kennedy

**Staff Contact:** M. Plumlee/M. Pannu

**Budgeted:** No

**Budgeted Amount:** N/A

**Grant Subaward:** \$120,000

**Funding Source:** Grant Funding/General Fund

**Program/Line Item No.** 1040.53001.2032

**General Counsel Approval:** Yes

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: RESEARCH GRANT SUBAWARD TO OVIVO USA LLC AND KENNEDY JENKS FOR STUDY ON SEPARATION AND DESTRUCTION OF PFAS FROM GWRS RO CONCENTRATE**

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### SUMMARY

The District was recently awarded a \$211,626 grant from the United States Bureau of Reclamation (USBR) to evaluate *Separation and Destruction of Per- and Polyfluoroalkyl Substances (PFAS) in Potable Reuse Reverse Osmosis Concentrate (ROC)*. The grant funds will be applied toward District staff labor and subawards to project partners, including \$100,000 for treatment technology partner Ovivo USA, LLC and \$20,000 for consulting engineering partner Kennedy Jenks. Staff seeks approval to execute a subaward agreement between OCWD and Ovivo USA, LLC for an amount not to exceed \$100,000, and with Kennedy Jenks for an amount not to exceed \$20,000.

Attachment: OCWD's proposal to USBR dated 06/20/2023.

### RECOMMENDATIONS

- 1) Approve and authorize contractor agreement for grant subaward with Ovivo USA LLC for an amount not to exceed \$100,000 for the study of Separation and Destruction of Per- and Polyfluoroalkyl Substances (PFAS) in Potable Reuse Reverse Osmosis Concentrate (ROC).
- 2) Approve and authorize contractor agreement for grant subaward with Kennedy Jenks for an amount not to exceed \$20,000 for the study of Separation and Destruction of Per- and Polyfluoroalkyl Substances (PFAS) in Potable Reuse Reverse Osmosis Concentrate (ROC).

### BACKGROUND

In early 2024, Research and Development Department (R&D) staff were awarded a research grant from the USBR based on their competitive proposal to USBR's Pitch to Pilot Program. The grant is for a study on Separation and Destruction of PFAS in Potable Reuse ROC. The objective of this study is to evaluate the feasibility of removing PFAS from ROC by coupling adsorption technology with destruction of PFAS from the spent media solid waste.

RO is a common treatment step utilized at many potable reuse facilities including OCWD's Groundwater Replenishment System (GWRS). Advanced treatment purifies the (waste) water and recycles it into a drinking water quality resource. In addition to removing salt, RO serves as a highly effective barrier for wastewater-derived organic contaminants (WDOCs) such as PFAS and many contaminants of emerging concern (CECs) found in the source water. However, RO is ultimately a separation and not a destruction process. RO extracts purified water from the source water and leaves behind the separated salts, organics (e.g., PFAS), and microbes in a byproduct waste stream known as ROC. The ROC requires disposal; in the case of potable reuse facilities located adjacent to a coastline, ocean discharge disposal without further treatment is often the preferred option, as in the case of GWRS. There is increased recognition that, while environmental discharge of ROC is currently allowed, future regulations may require additional treatment of ROC to improve its quality prior to environmental discharge.

This study will evaluate the effectiveness of treatment of ROC by adsorbent media currently used in groundwater remediation and drinking water treatment, such as granular activated carbon (GAC), ion exchange (IX) resins and novel alternative adsorbents as an initial step. This will be followed by destruction of the PFAS in the spent adsorbent media, which is a solid waste, via Ovivo's destruction technology.

Ovivo along with E2Metrix (now a part of Ovivo) offer their ECOTHOR® technology as a proprietary electro-oxidation platform to treat a variety of municipal and industrial (e.g., mining, food & beverage, agriculture) wastewaters, as well as landfill leachate and contaminated groundwater. Ovivo will partner with the District to pilot the coupled adsorption and destruction steps onsite at the District. Kennedy Jenks will serve as a technical advisor for data analysis and review.

## **GRANT PROJECT SUBAWARD CONTRACTS**

The primary grant agreement between USBR and the District for the \$211,626 award was executed in March 2024. The District will receive the total award amount of \$211,626 and as the Project Lead and Principal Investigator, will distribute portions of the funding to the project partners through agreements between the District and each partner (total contractor fees of \$120,000). The District will receive invoices from the contractors and will in turn submit invoices to USBR as the project proceeds. Payments will be dispersed by the District after the District receives the funds from USBR. The project partners, as contractors to OCWD, will receive the following:

- Ovivo USA, LLC – \$100,000
- Kennedy Jenks – \$20,000

## **PRIOR RELEVANT BOARD ACTION(S)**

None

# Separation and Destruction of Per- and Polyfluoroalkyl Substances (PFAS) from Potable Reuse Reverse Osmosis Concentrate

*Proposal submitted in response to the U. S. Bureau of Reclamation Funding Opportunity No. R23AS00282, Desalination and Water Purification Research Program: Pitch to Pilot*

**Applicant Name and Address:**

Orange County Water District,  
18700 Ward Street,  
Fountain Valley, CA 92708  
UEI number: PBDCJHMN11V5



Picture: Advanced Water Purification Facility (AWPF), RO (Reverse Osmosis) Plant at Orange County Water District (OCWD)

Principal Investigator and Project Manager:

Dr. Manmeet (Meeta) Pannu, Orange County Water District

18700 Ward Street, Fountain Valley, CA 92708

E-mail: mpannu@ocwd.com

Office: (714) 378-3370

Co-Principal Investigators:

Drs. Megan Plumlee and Han Gu, Orange County Water District

Dr. Charlie Liu, Kenney Jenks, 275 Battery Street, Suite 550, San Francisco, CA 94111

Ms. Katie Henderson, OVIVO, Salt Lake City, UT

Ms. Ihsen Salah, E2metrix, Sherbrooke, Quebec

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APPENDIX A – LETTERS OF SUPPORT

APPENDIX B – RESUMES



## EXECUTIVE SUMMARY

**Applicant Name:** Orange County Water District (OCWD)

June 20, 2023

**City/County/State:** Fountain Valley/Orange County/California

**Project Summary:** The objective of this study is to evaluate the feasibility of removing PFAS from reverse osmosis concentrate (ROC) by coupling adsorption technology with destruction of PFAS from the spent media solid waste. Reverse osmosis (RO) is a common treatment step utilized at many potable reuse facilities as a core part of the advanced purification process. Advanced treatment purifies the (waste)water and generates drinking water quality permeate. While originally implemented at potable reuse facilities to improve water quality with respect to salt and organic carbon removal, RO has the important benefit of providing a highly effective barrier for wastewater-derived organic contaminants (WDOCs) such as PFAS and many contaminants of emerging concern (CECs) that may be in the source water.

**Although RO is highly effective for removing PFAS, RO is ultimately a *separation* and not a *destruction* technology.** RO extracts purified water from the source water and leaves behind the separated salts, organics, microbes, and PFAS in a byproduct waste stream known as RO concentrate (ROC). The ROC requires disposal; in the case of potable reuse facilities located adjacent to a coastline, ocean discharge disposal is often chosen. There is increased recognition that, while environmental discharge of ROC is currently permitted, future regulations may require increased treatment of ROC to improve its quality prior to environmental discharge. Further, water and wastewater agencies seek to better understand the feasibility of ROC treatment irrespective of whether new regulations emerge. This is due to public awareness and scrutiny around PFAS coupled with their agency missions of environmental stewardship.

We propose to evaluate the effectiveness of treatment of ROC by adsorbent media such as granular activated carbon (GAC), ion exchange (IX) resins and novel alternative adsorbents (first step) followed by destruction of the PFAS in the spent (exhausted) media (a solid waste) via a promising destruction technology (second step). The adsorbent media that will be utilized for the first step will be those that have been verified for PFAS treatment successfully in previous studies performed by our research group and applied in the proposed study for ROC. ***The overall concept is to evaluate whether it will be feasible to, in a stepwise approach, remove PFAS from ROC and then destroy the PFAS.*** In doing so, we will prevent PFAS from reaching the environment (e.g., ocean discharge) where the ROC is normally disposed.

Proposed project outcomes will broadly benefit the water, wastewater, and recycled water “one water” community, particularly entities faced with disposal of PFAS-laden concentrates and exhausted media. The pathway we are proposing not only removes the PFAS from the ROC but also destroys the PFAS to minimize environmental impacts. The study will address Reclamation’s objective **of improving the detection, characterization, monitoring, separation, or destruction of PFAS and other contaminants of concern** as well as **developing cost-effective approaches for concentrate management that minimize potential environmental impacts.**

**Proposed Project Duration and Completion Date:** 18 months (1.5 years) with estimated completion 09/30/25

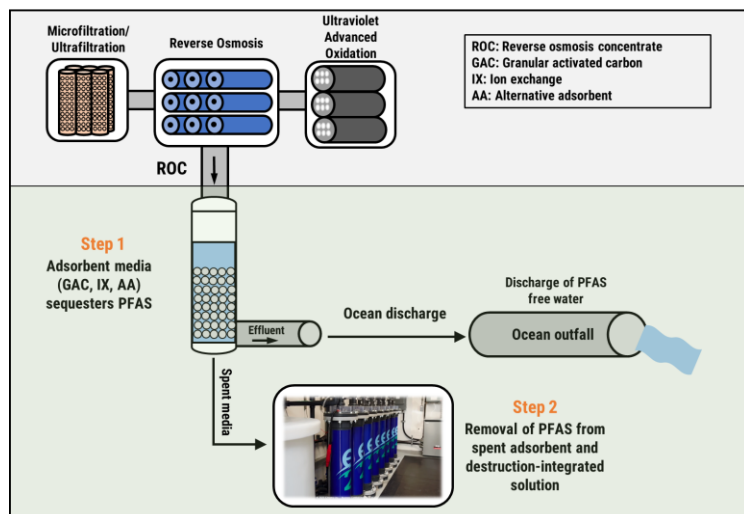
## Problem to Be Solved and Proposed Solution

The widespread presence of PFAS in water resources is a significant challenge to drinking water provision in the United States (USEPA, 2012). Water recycled from municipal wastewater sources is likely to contain PFAS, given the ubiquitous presence of PFAS in municipal wastewaters nationally (Cookson and Detwiler, 2022). However, water recycling is a key strategy of a sustainable water supply portfolio, especially in the arid west. Potential occurrence of PFAS in recycled water raises concerns about public health, and in the case of water recycling to create drinking water (i.e., potable reuse), a related challenge is the rapidly tightening state drinking water limits for PFAS which differ widely across states (Page et al., 2019) and proposed Federal Maximum contaminant levels (MCLs) (USEPA, 2023).

Fortunately for potable reuse, PFAS is quite well removed by RO. While RO is not used at all facilities, it is a common treatment step utilized at many potable reuse facilities as a core part of the advanced purification process. Advanced treatment purifies the (waste)water and generates high-quality drinking water. While RO was originally implemented at potable reuse facilities to improve water quality with respect to salt and organic carbon removal, it has the important benefit of providing a highly effective barrier for a range of individual wastewater-derived organic contaminants (WDOCs) such as PFAS and many contaminants of emerging concern (CECs) that may be found in the source water.

**Although RO is highly effective for removing PFAS, RO is ultimately a *separation* technology and not a *destruction* technology.** RO extracts purified water from the source water and leaves behind the separated salts, organics, microbes, and PFAS in a byproduct waste stream known as RO concentrate (ROC). The ROC requires disposal; in the case of potable reuse facilities located adjacent to a coastline, ocean discharge disposal is often chosen, which is consistent with the common, national practice of discharging treated municipal wastewater effluents to the ocean for disposal. Treated wastewater effluent and ROC discharge is conducted in compliance with regulatory requirements that protect the environment, i.e. National Pollutant Discharge Elimination System (NPDES) permit program. The difference with ROC compared to treated effluent is that usable water has been extracted first, and thus the ROC is a more concentrated, smaller-volume form of the treated effluent. There is increased recognition that, while environmental discharge of ROC is currently permitted, future regulations may require increased treatment of ROC to improve its quality prior to environmental discharge. Further, water and wastewater agencies seek to better understand the feasibility of ROC treatment irrespective of whether new regulations emerge.

As a novel research proposal, ***the objective of this study is to evaluate the feasibility of removing PFAS from ROC via an adsorption technology that is subsequently followed by a PFAS destruction technology.*** The overall concept is shown in Figure 1 below. We will evaluate the effectiveness of treatment of ROC by adsorbent media known to be effective for adsorbing PFAS



**Figure 1. Conceptual illustration of the proposed solution to address PFAS occurrence in ROC. Step 1 is adsorption of PFAS on the media and Step 2 is an integrated solution of PFAS removal from the adsorbent followed by destruction of PFAS**

such as granular activated carbon (GAC), certain ion exchange (IX) resins and novel alternative adsorbents (first step) followed by destruction of the PFAS in the spent (exhausted) media (a solid waste) via a promising destruction technology (second step). As described further below, the adsorbent media that will be utilized for the first step will be those that have been verified for PFAS treatment successfully in previous studies performed by our research group (Medina et al., 2022) and, in the proposed work, applied for ROC.

***The overall concept is to evaluate whether it will be feasible to, in a***

***stepwise approach, remove PFAS from ROC and then destroy the PFAS.*** In doing so, we will prevent PFAS from reaching the environment (e.g., ocean discharge) where the ROC is normally disposed of and instead the discharge will be PFAS-free water.

The project will be led by the Orange County Water District (OCWD) which operates a large potable reuse facility and discharges the ROC to the ocean via their local wastewater treatment agency partner, the Orange County Sanitation District (OC San). As described later under Research Tasks, the project team consists of experts from OCWD, OVIVO+E2metrix and Kennedy Jenks (KJ). OCWD will be the test site for this study.

## Prior Work and Results on PFAS Adsorption

The project team has significant experience with PFAS treatment using adsorbents, having begun a program in 2019 to quantify PFAS removal efficacy from impacted groundwater for several GAC, IX, and alternative adsorbent (AA) products via pilot-scale testing (Figure 2) and rapid small-scale column testing (RSSCT). This prior work focused on identifying adsorbent media for use in full-scale wellhead treatment applications later constructed by OCWD (i.e., PFAS treatment at the site of a drinking water production well where groundwater is pumped for distribution). An important finding was the higher capacity and lower cost of some of the superior performing adsorbents in our study (Figure 3) particularly an IX adsorbent (Evoqua PSR2+, pink line) and FLUORO-SORB 200 (FS200, grey line, Medina et al., 2022). One of the GAC products (Calgon F400)

also showed promise in the same pilot study and in our complementary laboratory study (Pannu et al., 2023).

Due to their potentially large PFAS adsorption capacity, IX and alternative and AA hold great promise over GAC for large-scale implementation of ROC treatment and are the focus of the proposed study AA (not GAC nor IX) are newly emerging into the marketplace or being trialed in research laboratories.

GAC will also be evaluated in the proposed study since it is expected to remove more DOC from the ROC (including unknown WDOCs) compared to the expected removal from IX and AA, which would represent a co-contaminant removal benefit along with PFAS. Although PFAS is the focus of the proposed study, the project team recognizes that there are larger questions about ROC quality with respect to environmental discharge (or related to ROC treatment for reuse) beyond solely PFAS, and we intend for the proposed study to be part of a larger



Figure 2. Drinking water wellhead PFAS treatment column pilot at OCWD

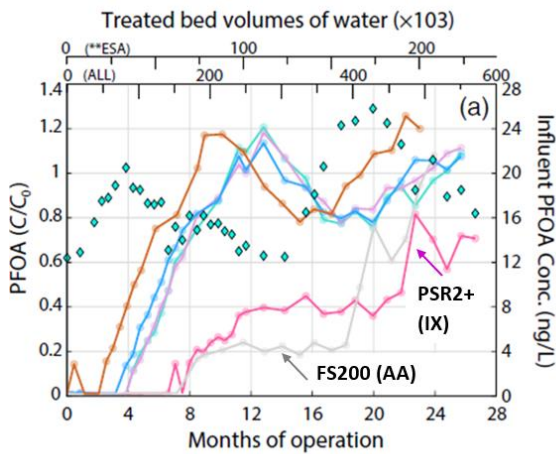


Figure 3. PFOA breakthrough over time for IX and AA showing superior performance for PSR2+ (IX; pink line) and FS200 (AA, grey line) in our previous pilot study. Less performing adsorbents are shifted left (other colors; see “All” secondary upper x-axis).

research aim of identifying methods to improve ROC quality more holistically via treatment.

An expected project challenge is the presence of inorganic ions (such as nitrates) and salts (high TDS) as shown in Table 1, which are expected to impact the performance of PFAS adsorbents,

Analyte	Unit	RO Concentrate	
		Mean	% St. Dev. *
TDS	mg/L	6,485	3
pH	pH unit	7.35	1
Silica (as SiO <sub>2</sub> )	mg/L	130	13
Sodium	mg/L	1440	5
Calcium	mg/L	515	4
Magnesium	mg/L	189	6
Potassium	mg/L	122	4
Barium	µg/L	334	4
Iron	µg/L	682	10
Manganese	µg/L	340	5
Zinc	µg/L	96.0	10
Aluminum	µg/L	15	10
Sulfate	mg/L	1355	15
Chloride	mg/L	1800	50
Total Hardness (as CaCO <sub>3</sub> )	mg/L	2065	10
Orthophosphate (as PO <sub>4</sub> <sup>3-</sup> )	mg/L	3	1
PFBS	ng/L	42	11%
PFDA	ng/L	16	35%
PFHpA	ng/L	50	59%
PFHxA	ng/L	159	20%
PFHxS	ng/L	33	21%
PFNA	ng/L	7	9%
PFOA	ng/L	54	21%
PFOS	ng/L	80	39%

Table 1. Average water quality of ROC from OCWD GWRS AWPf operated at ~85% water recovery. Samples collected between Q1 to Q3 in 2021.

particularly IX resins which were previously marketed as nitrate and perchlorate removing media. The impact of these ions on the efficacy of PFAS removal from ROC is yet to be examined and reported in scientific literature.

## Promising PFAS Destruction Technology

Conventional oxidative treatment technologies (e.g., UV/H<sub>2</sub>O<sub>2</sub>, UV/O<sub>3</sub>) have been used for many recalcitrant organics, but they are unable to degrade PFAS because the carbon-fluorine bond is not susceptible to attack by the main species (hydroxyl and ozone) responsible for contaminant transformation (Bruton and Sedlak, 2018). Market research by OCWD revealed that there are several destruction technologies being developed for PFAS that are at different stages of development that could be amenable to our target application of destroying PFAS removed during drinking water treatment of impacted sources. Some technologies like SCWO (Super Critical Water Oxidation) or HALT (Hydrothermal Alkaline Treatment) have shown effective destruction of diverse PFAS in various matrices and are being developed at commercial scale by companies like Aquagga (for HALT) and 374 Water (for AirSCWO™). HALT applies elevated temperatures and pressures to water with an alkaline amendment in a sealed environment that prevents vaporization, leading to a uniquely reactive environment that has been shown to catalyze many chemical transformations that do not occur at lower temperatures (Hao et al., 2021; Wu et al., 2019). SCWO is a physical-thermal process that yields a highly effective oxidation reaction that eliminates organic compounds like PFAS present particularly in wet wastes, concentrated slurries such as wastewater sludge, biosolids, and agricultural, pharmaceutical, and chemical wastes<sup>1</sup>. Additional technologies have been tested at laboratory scale including UV-sulfite and oxidation using electrodes (offered by several technology providers).

However, one key challenge for the proposed application is that most technology developers for destroying PFAS are focused on destroying it in *liquid wastes* (e.g., landfill leachate or contaminated groundwater) but the need identified in our study is the destruction of PFAS found bound to the spent media (adsorbent) after drinking water treatment (i.e., a *solid waste*). Thus, the PFAS must either be destroyed together with the solid waste, or, it must first be extracted off the solid material to transfer it to a liquid waste stream such that the liquid can be introduced to the destruction technology.

To this end, E2metrix Inc. in partnership with OVIVO is offering an *integrated* solution by first concentrating the PFAS on adsorbents, then desorbing the PFAS from the adsorbents creating a PFAS-laden brine (creating liquid waste stream using alcohol and caustic based regenerates) and then destroying the PFAS in the brine. The destruction technology, ECOTHOR-AOP, is an electro-oxidation-based technology that is commercially available and has been successfully tested at laboratory scale and is ready to be tested at pilot-scale. Electro-oxidation (aka electrochemical oxidation) is an electrokinetic treatment process whereby an electric current is applied across two electrodes to produce oxidants. For PFAS, the anode generates the oxidation process and forms oxidizing radicals and electrons which break down the PFAS molecules into smaller molecules and into carbon dioxide and fluorides. This allows for the destruction of PFAS. Proof

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<sup>1</sup> <https://374water.com/supercritical-water-oxidation-scwo/>

of concept testing utilizing regenerable IX on ROC for the removal and mineralization of PFAS has been conducted in partnership at a municipal drinking water plant (up to 98% destruction of long-chain PFAS).

Based on prior successful ECOTHOR-AOP laboratory efforts, combined with the unique focus on an integrated solution coupling PFAS adsorption with destruction, our study will evaluate this integrated solution at *pilot-scale*. We expect that such an integrated solution may result in 80-90% reduction in operating costs compared to non-integrated approaches. ECOTHOR-AOP's market-ready capability includes adsorption and destruction pilots contained in 20-ft containers (see Figure 4).



Figure 4. ECOTHOR-AOP integrated solution of E2Mmetrix-OVIVO showing 20 ft container housing the pilots on the left and electrodes on the right.

## Technical Approach and Project Activities

### Research Tasks

The proposed research tasks (Task 1 through 4) are described below. In summary, we will evaluate the feasibility of treating PFAS in ROC by coupling adsorption technology with destruction of concentrated PFAS.

#### **Task 1. Project Management (OCWD)**

The project team will hold monthly video meetings to discuss progress, results, and deliverables. Task 1 includes management of budget and schedule as well as periodic invoicing and reporting to US Bureau of Reclamation (Reclamation) including the Final Report.

#### **Task 2. Adsorption Pilot Test Plan Development (OCWD, KJ and OVIVO+E2metrix)**

Success of ROC PFAS treatment by media will depend on the media's capacity for PFAS adsorption plus the overall life of the media in the face of such a challenging source water (ROC) that will foul the media. To ensure that we choose the most appropriate set of adsorbents to pilot, we will conduct a literature review and interview industry experts to explore and identify media that will be suitable for ROC. We will seek information about the performance of media during treatment of water that contains high concentrations of salts (e.g., landfill leachate). As part of the literature analysis, we will review the impacts of competing anions (e.g.,  $\text{NO}_3^-$ ,  $\text{SO}_4^{2-}$ ,  $\text{Cl}^-$ , antiscalants, natural organic matter) as well as the sensitivity of the media to organic fouling and scaling.

The final part of this task involves the development of a test plan and pilot design. Considerations will include system hydraulic requirements (e.g., permeability) and media contact time required to ensure PFAS removal (i.e., empty bed contact time [EBCT] and media bed depth) as well as any specialized handling and loading requirements of different media and the need to employ any pretreatment (e.g., cartridge filtration) prior to introducing the ROC to the sorbent column. The plan will determine frequency of water quality sampling and other schedule considerations.

### Task 3. Pilot-Scale Evaluation of ROC PFAS Treatment by Adsorption (OCWD, KJ and OVIVO+E2metrix)

Task 3 will evaluate the performance of various adsorbents at pilot-scale using different media types and configurations. The pilot will be installed and commissioned at OCWD. Figure 5 shows the components of the pilot-scale adsorbent treatment system that will be employed. Columns (likely 5-7 feet long) will be filled with treatment media (~3 feet or more) and fed with influent water introduced in a downflow configuration.

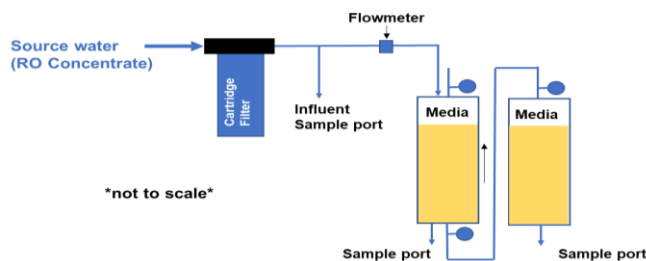


Figure 5. Pilot-scale adsorbent treatment system schematic showing one set of media columns

For simplicity, only one set of columns is shown for one media in Figure 5; however, the pilot will be a large skid featuring several sets (at least five) of columns to test multiple types of media in parallel. The source water influent (RO concentrate) will feed the columns. Each of the two columns in the series will represent half the design contact time (EBCT) to allow mid-bed sampling of PFAS breakthrough, thus the two medias in these in-series columns will be the same media. The purpose of the in-series column design is to assess breakthrough of PFAS at different media depths, i.e. 50% and 100% EBCT sampling ports. Flow rate will be monitored using flow meters. The overall flow rate of the pilot is expected to be at least 2 gallons per minute (gpm), which meets Reclamation's minimum 1 gpm requirement for pilot-scale testing for this funding opportunity.

Influent and effluent samples will be collected for PFAS measurement and analyzed at OCWD laboratory for: EPA Method 533 for target PFAS, various inorganic parameters (like TOC, DOC, TDS, Metals, Nitrates, Sulfates, Hardness)

The various treatment medias tested in the pilot will be two GACs, two IX, and at least one AA; this amounts to at least 5 sets of columns. Depending on initial results, pre-treatment beyond cartridge filtration (Figure 5) of the source water may be required if media fouling by ROC is significant. If this is the case, the test plan (Task 2) will be amended, and the proposed pre-treatment approach will be commissioned and piloted in line with media filtration.

### Task 4: Feasibility of PFAS destruction from spent media waste (OCWD, OVIVO+E2 Metrix)

E2metrix provides a multi-step integrated solution for the removal and destruction of PFAS. The first step will include separating and concentrating the ROC stream via adsorption as described above in Task 3. The second step will utilize the E2metrix electrochemical reactor technology, ECOTHOR®-AOP, which applies electricity to solid state electrodes made from catalyst materials to produce oxidants (described above, Figure 4) to destroy PFAS. E2metrix will provide all the expertise surrounding its ECOTHOR® platform and Ovivo will provide expertise surrounding IX. In the case of a full-scale application, the treatment capacity of the ECOTHOR™ reactors can be expanded due to their modular design. To meet the required treatment time and hydraulic capacity, it would simply involve connecting additional 16" reactors in series and parallel.

## Task 5: Data Analysis and Reporting (OCWD, KJ)

OCWD will be responsible for compiling the results from all tasks into a draft and final report for Reclamation, as well as technical journal publications. KJ will serve as a key technical advisor for data analysis and critically review the analysis approach and results. Conclusions for all major tasks will be summarized. A key outcome of the report will be recommendation on the feasibility of removal of PFAS from ROC and its destruction. The project schedule is provided in Table 3.

## Staff Work Hour Requirements

The proposed research work plan with respect to tasks and staff hours is presented in Table 2, including the allocation of staff hours for subrecipients for each task, and the total hours per task as well as hours per staff member. The assembled project team is comprised of experienced professionals from OCWD, KJ and E2metrix + OVIVO.

**Table 2. Project staff work hours by task.**

		OCWD					KJ	E2metrix +Ovivo	Total Labor hours
		Meeta Pannu (Project Manager)	Megan Plumlee	Han Gu	Pilot Operator	Intern			
1	Project Management	200	75						275
2	Adsorption Pilot Test Plan	35		100			40		175
3	Adsorption Pilot Testing	35		50	250	210	40	40	625
4	PFAS Destruction			80	150	190		40	460
5	Data Analysis	100		50		100	80	40	370
6	Reporting	30	7	20		10			67
	Total	400	82	300	350	510			1972

**Table 3. Project Schedule**

Tasks	Month																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1. Project Management																		
2. Pilot Test Plan																		
3. Pilot Testing																		
4. PFAS Destruction																		
5. Data Analysis and Reporting																		Final Report

## Personnel Qualifications

The Project Manager and key personnel are identified below, with résumés attached to this proposal. The estimated work hours by task are provided in Table 2. Each of these key personnel will be available to work on this project according to the proposed schedule and tasks.

Key OCWD project team members are Dr. Manmeet (Meeta) Pannu (PI and PM), Dr. Megan Plumlee (Co-PI) and Dr. Han Gu (Co-PI) plus a Senior Pilot System Operator and an intern. **Meeta Pannu, Ph.D.** is a Senior Scientist in the Research and Development (R&D) Department at OCWD with more than 15 years of experience on the topic of emerging contaminants like PFAS. She will



serve as the Project Investigator and Project Manager for this project. Dr. Pannu currently manages grant-funded PFAS treatment projects (two WRF funded and USBR, P2P, 2022) and oversees the ongoing OCWD wellhead PFAS treatment pilot. **Megan Plumlee**, Ph.D., P.E., of OCWD will serve as Co-PI. Dr. Plumlee has significant experience with project management including research studies and serves as the Director of Research at OCWD where she manages the R&D Department. She is currently a PI or Co-PI on six water reuse-related grant-funded studies, including The Water Research Foundation (WRF), National Science Foundation (NSF) and Reclamation. **Han Gu, Ph.D.** is a Scientist/Process Specialist in the R&D Department at OCWD. Dr. Gu is responsible for pilot testing to optimize and evaluate the advanced treatment process for potable reuse. Dr. Gu has eight years of research experience related to pilot-scale evaluations of membrane-based treatment technologies (e.g., microfiltration, ultrafiltration, and RO) and will serve as a Co-PI and Project Scientist supporting pilot testing.

**Dr. Charlie Liu** is the National PFAS Lead for Kennedy Jenks Consultants and is a member of the KJ Applied Research Group. Dr. Liu specializes in separation and destruction of PFAS with advanced water treatment technologies including adsorbents, high-pressure membranes, and UV-based destructive processes. Dr. Liu has performed several field demonstrations of PFAS treatment by these technologies and has evaluated the impact of operating conditions and water quality on PFAS treatment.

**Ihsen Ben Salah** with 15 years of experience in the water treatment industry is the Vice President of Technology and Innovation at E2metrix, and is the co-inventor of ECOTHOR<sup>®</sup>-AOP technology proposed for PFAS destruction. Ihsen will oversee the implementation and success of the PFAS destruction technology demonstration. **Katie Henderson** with 5 years of experience in the water treatment industry is the leader of all R&D efforts for PFAS removal treatment technologies at OVIVO. She will oversee all coordination between OVIVO and E2metrix in addition to the implementation and success of IX concentration and polishing technology demonstrations.

*Key Personnel (see Appendix B for resumes)*

## Quality Assurance / Quality Control Program

PFAS and other sample analysis will be completed by OCWD's Philip L. Anthony Water Quality Assurance Laboratory ("WQLAB"). The OCWD WQLAB is a state-of-the-art analytical laboratory and certified annually under the State Water Resources Control Board-Environmental Laboratory Accreditation Program (ELAP).

Water quality data obtained and used in this project by OCWD, such as PFAS by EPA Method 533 and general water quality indicators, will undergo strict QA/QC procedures consistent with the certified WQLAB standards with respect to both data and laboratory analyses. Standardized and approved analytical methods (i.e., U.S. EPA, Standard Methods) to monitor regulated contaminants and water quality will be used throughout this project.

The WQLAB takes rigorous steps to ensure the quality of data generated. ELAP includes annual Proficiency Tests and a bi-annual on-site audit. On-going QC requirements include analysis of calibration QC checks, laboratory reagent blank, laboratory fortified blanks, field sample

duplicates, laboratory fortified sample matrix (LFSM) and LFSM duplicate. The lab follows frequencies and acceptance criteria established by the USEPA, or in-house requirements where appropriate. All WQLAB reported data are reviewed by a secondary chemist before final supervisor/lab director approval. For this project, analysis will be carried out by a laboratory team consisting of a Laboratory Technician, Laboratory Chemist, and Laboratory Supervisor.

## Environmental Impacts and Overlap or Duplication of Effort

There are no known adverse environmental impacts of this project. Pilot-scale implementation will be confined to an existing experimental footprint and the application of this technology will limit environmental release of PFAS compounds.

There is no overlap between the proposed project and any other active or anticipated proposals projects in terms of activities, costs, or commitment of key personnel.

## Response to Evaluation Criteria

**A) Impact of the proposed work (25 points):** An overarching goal of this work is to evaluate feasibility to sequester PFAS from ROC via an adsorbent and destroy it using destruction technology. Typically, RO concentrate is discharged via surface discharges into surface water bodies (Mickley, 2009). The separation of PFAS from ROC will be studied at pilot scale using proven PFAS adsorption technologies (GAC/IX/AA) based on our previous studies (Medina et al., 2022; Pannu et al., 2023; Liu et al., 2019). The destruction of PFAS will be achieved using electrochemical protocols which have demonstrated strong potential for treating PFAS-laden media in bench scale studies. With respect to impact, our aim of separating then destroying PFAS in ROC is of increasing interest with growing concerns over incineration and stringent landfill disposal requirements for PFAS-containing materials. To our knowledge, essentially no methods are yet commercially available and sufficiently mature to do so. Further, little to no research is available regarding the extraction of PFAS off spent media so that it can then be destroyed. Therefore, the approach we propose to pilot not only removes a range of PFAS from the ROC but also destroys the PFAS to close the loop to minimize environmental impacts of PFAS. Thus, the proposed outcomes will benefit the broader water community, particularly in two highly relevant domains: 1. PFAS removal from liquid concentrates being disposed of or further treated for reuse; 2. Remediation of PFAS-laden media being disposed or reused. To highlight the broader interest and support for this work, multiple Letters of Support are attached (see details in Appendix A).

**B) Familiarity in the field of work (15 points):** The project team has very high familiarity in the field of work. The project lead is OCWD who will be responsible for hosting and overseeing the day-to-day operations of the PFAS adsorbent pilot and destruction pilot. OCWD has a long history of conducting and supporting research activities in recycled water (OCWD has world's largest potable reuse treatment facility) and is continually contributing to water industry understanding of new treatment technologies and operating regimes. OCWD has a source of ROC, and the proposed pilot test will be constructed and installed at the ROC site. The project PI is currently overseeing the OCWD pilot PFAS wellhead treatment plant and will extend this knowledge into the proposed application to ROC. Ovivo and E2metrix personnel (Co-PIs) possess expertise in the concentration and polishing steps required to offer a complete PFAS

treatment train approach. The project team consisting of OCWD, Kennedy Jenks, and OVIVO-E2metrix staff have practical and real-world experience in piloting treatment technologies.

**C) Innovation (15 points):** The research topic for this proposal is wholly novel and innovative. Typically, RO concentrate is discharged via discharges into surface water bodies which is often easiest and least expensive (Mickley, 2009). Regulatory requirements are currently met under the NPDES permitting framework, yet there is increased recognition that water quality limits for ROC discharges may become more stringent in the future and there is general concern about the presence of PFAS in such discharges. There is virtually no research available to date reporting the effectiveness of adsorbent-based technologies for PFAS removal from potable ROC. One related adjacent study reported for surface water source (Franke et al. 2019, 2020) found that GAC and IX may be combined with nanofiltration (NF) for PFAS removal from the NF concentrate. However, no study has explored the possibility of utilizing adsorption for PFAS management in ROC from a municipal wastewater source. Moreover, no study is available regarding the destruction of PFAS bound to the spent media being disposed of. There is broad concern over the future disposal and fate of PFAS laden adsorbents (e.g. IX/GAC) which in the future may not be allowed to be incinerated. The only other current option is disposal to landfill but this faces increasingly stringent regulations. This study will explore a promising destruction technology to test its ability to destroy PFAS bound to adsorbents used to treat ROC. Importantly, while our chosen source water of interest is wastewater-related ROC, the findings will likely be extendable to PFAS-laden adsorbents that result from *other* types of source waters treated to remove PFAS (e.g., drinking water, contaminated groundwater from remediation sites, landfill leachates, etc.). Hence, to our knowledge, this is the first study to target two highly relevant and acutely important needs: Removal of PFAS from the liquid waste stream (ROC) generated by potable reuse and the destruction of PFAS on spent treatment media.

**D) Project Readiness (15 points):** Our combination of past research experience, field and laboratory infrastructure, our team is uniquely prepared to conduct the proposed research. The project team has significant experience with PFAS treatment adsorbents, via pilot-scale testing (wellhead treatment pilot, Figure 2) focused on identifying adsorbent media for use in wellhead treatment applications which serves as a foundation for Task 3. Further, members of the OCWD have also studied ROC extensively for water extraction research, i.e. enhancing recovery of the RO process. The KJ team members as key technical advisors are poised to assist this project by bringing their extensive piloting and PFAS experience from other various water sector clients. With an experienced Applied Research group, KJ will bridge the gap between the aspirational potential of promising new technologies and the real-world and economic realities of implementing such innovations. The OVIVO-E2metrix partnership will bring experts in the field of destruction technology into the team. **Their integrated solution is at a technology readiness level (TRL) of 7** which means that the technology has been proven at pilot-scale for a different matrix (drinking water source waters) and is thus ready for pilot-scale testing on the novel, target matrix (ROC) for the proposed study.

**E) Schedule and Quality Assurance/Quality Control (10 points):** The project schedule, task phases, QA/QC and milestones for this proposal are specified in the above sections. Though piloting design, construction, and commissioning can require significant time and the proposed

schedule is relatively aggressive, the project teams believe the schedule can be met due to the combination of OCWD and KJ experience building and running similar adsorption plots (GAC, IX, AA) combined with OVIVO+E2metrix readiness of their available adsorption / destruction pilot equipment.

**F) Alignment with NOFO Objectives (10 points):** The proposed project aligns very well with the DWPR objectives. The study will address two Reclamation objectives:

1. **Improving the detection, characterization, monitoring, separation, or destruction of per- and polyfluoroalkyl substances** and other contaminants of concern (using the pilot study and destruction by EO).
2. **Developing cost-effective approaches for concentrate management** (i.e., RO concentrate) that minimize potential environmental impacts.

**G) Non-Federal Cost Share (10 points):** The project team will provide a cost-share of a total value of \$213,994 (50.28%) including labor hours, PFAS analytical and equipment rental.

## Project Budget

The total project value is \$425,619 with \$211,625 requested from Reclamation and a cost-share of \$213,994 which is 50.28%.

## Overlap or Duplication of Effort Statement

There is no overlap between the proposed project and any other proposal in terms of activities, costs, and commitment of key personnel.

## Conflict of Interest Disclosure

The applicant declares no conflict of interest exists at the time of submission.

## Uniform Audit Reporting Statement

Applicant was not required to submit a Single Audit Report for the recently closed fiscal year.

## Certification Regarding Lobbying

The applicant certifies that all statements in the 43 CFR Part 18, Appendix A- Certification Regarding Lobbying are true, per the SF-424 Application for Federal Assistance Form.

## Required Permits or Approvals

There are no permits or approvals required for the team to complete the proposed project.

## References

- Bruton, T. A., & Sedlak, D. L. (2018). Treatment of perfluoroalkyl acids by heat-activated persulfate under conditions representative of in situ chemical oxidation. *Chemosphere*, Volume 206, Pages 457-464, ISSN 0045-6535. <https://doi.org/10.1016/j.chemosphere.2018.04.128>
- Cookson, E. S., & Detwiler, R. L. (2022). Global patterns and temporal trends of perfluoroalkyl substances in municipal wastewater: A meta-analysis, *Water Research*, Volume 221, 118784, <https://www.sciencedirect.com/science/article/pii/S0043135422007370>
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Wu, B.; Hao, S.; Choi, Y.; Higgins, C. P.; Deeb, R.; Strathmann, T. J. Rapid Destruction and Defluorination of Perfluorooctanesulfonate by Alkaline Hydrothermal Reaction. *Environ. Sci. Technol. Lett.* 2019, 6 (10), 630–636. <https://doi.org/10.1021/acs.estlett.9b00506>.

## **APPENDIX A:**

### Letters of Support

To highlight the broader interest and support for this work, multiple Letters of Support are attached. These water agencies and other groups recognize the importance of work related to evaluating the removal and destruction of per- and polyfluoroalkyl substances (PFAS) in RO concentrate generated by advanced purification for potable reuse of municipal wastewater.

The letters include:

- Valley Water (Santa Clara Valley Water District)
- West Basin Municipal Water District (West Basin)
- Orange County Sanitation District (OC San)
- City of Fullerton
- Water Replenishment District (WRD)
- E2metrix+OVIVO

## APPENDIX B: RESUMES





## AGENDA ITEM SUBMITTAL

**Meeting Date:** April 26, 2024

**To:** Property Management Committee  
Board of Directors

**From:** John Kennedy

**Staff Contact:** B. Dosier/D. Park

**Budgeted:** N/A

**Budgeted Amount:** N/A

**Estimated Revenue:** \$90,882

**Funding Source:** N/A

**Program/ Line Item No.** N/A

**General Counsel Approval:** Yes

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: AMENDMENT TO DUCK HUNTING LEASE WITH ELAINE RAAHAUGE  
D.B.A. MIKE RAAHAUGE'S SHOOTING ENTERPRISES**

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### SUMMARY

The District has a duck hunting lease with Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises (MRSE) on 450 acres of land in the constructed wetlands behind Prado Dam. The lease expires on June 30, 2024. MRSE has requested the lease be extended for one year to a new expiration date of June 30, 2025.

Attachment: Amendment Twenty-Three to Lease with Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises

### RECOMMENDATION

#### RECOMMENDED BY COMMITTEE

Agendize for May 15 Board meeting: Approve and authorize execution of Amendment Twenty-Three to Lease with MRSE to extend the lease for a duck hunting concession on District property at Prado Basin for the 2024/25 duck hunting season with a new expiration date of June 30, 2025.

### BACKGROUND/ANALYSIS

On November 2, 2005, the District entered into a short-term Lease with MRSE, to conduct a duck hunting concession on 450 acres of constructed wetlands. This Lease agreement includes a provision adjusting the monthly rent to \$200 in the event duck hunting cannot take place in any particular month. In subsequent years, the Board has authorized one-year lease extensions with annual 5% rent adjustments, and also approved the lease assignment to Elaine Raahauge after the passing of owner and husband, Mike Raahauge. MRSE is required to pay 50% of the annual rent prior to October 15<sup>th</sup> of each year, and the remaining 50% of the annual rent prior to December 15<sup>th</sup> of each year. The 2023/24 duck hunting season runs from October 21, 2024, to January 31, 2025.

With an expiration of June 30, 2024, MRSE has requested that the lease be extended for an additional year. Staff recommends that the lease be extended for one year to a new expiration date of June 30, 2025, with a 5% rent increase to \$90,882.

## **PRIOR RELEVANT BOARD ACTION(S)**

6/07/2023, R23-6-73, Approve and authorize execution of Amendment Twenty-Two to Lease with MRSE to extend the lease for a duck hunting concession on District property at Prado Basin for the 2023/24 duck hunting season with a new expiration date of June 30, 2024.

6/15/2022, R22-6-70, Approve and authorize execution of Amendment Twenty-One to Lease with MRSE to extend the lease for a duck hunting concession on District property at Prado Basin for the 2022/23 duck hunting season with a new expiration date of June 30, 2023.

7/7/2021, R21-7-102, Approve and authorize execution of Amendment Twenty to Lease with MRSE to extend the lease for a duck hunting concession on District property at Prado Basin for the 2021/22 duck hunting season with a new expiration date of June 30, 2022.

8/5/2020, R20-8-98, Approve and authorize execution of Amendment Nineteen to Lease with MRSE to reduce Annual Rent for the 2020/21 duck hunting season by 20% to \$59,814

6/3/2020, R20-6-67, Approve Amendment Eighteen to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2020/21 duck hunting season with a new expiration date of June 30, 2021

7/17/19, R19-7-98, Approve Amendment Seventeen to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2019/20 duck hunting season with a new expiration date of June 30, 2020

7/18/18, R18-7-75, Approve Amendment Sixteen to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2018/19 duck hunting season with a new expiration date of June 30, 2019

6/7/17, R17-6-84, Approve Amendment Fifteen to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2017/18 duck hunting season with a new expiration date of June 30, 2018

6/15/16, R16-6-71, Approve Amendment Fourteen to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2016/17 duck hunting season with a new expiration date of June 30, 2017

7/1/15, R15-7-91, Approve Amendment Thirteen to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2015/16 duck hunting season with a new expiration date of June 30, 2016

6/4/14, R14-6-78, Approve Amendment Twelve to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2014/15 duck hunting season with a new expiration date of June 30, 2015

10/2/13, R13-10-127, Consent to Assignment of Lease to Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises and Approve Revised Amendment Eleven to Lease with Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2013/14 duck hunting season with a new expiration date of June 30, 2014

7/10/13, R13-7-83, Approve Amendment Eleven to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2012/13 duck hunting season with a new expiration date of June 30, 2014

6/6/12, R12-6-61, Approve Amendment Ten to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2011/12 duck hunting season with a new expiration date of June 30, 2013

6/1/11, R11-6-82 , Approve Amendment Nine to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2011/12 duck hunting season with a new expiration date of June 30, 2012

6/2/10, R10-6-86, Approve Amendment Eight to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2010/11 duck hunting season with a new expiration date of June 30, 2011

6/3/09, R09-6-100, Approve Amendment Seven to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2009/10 duck hunting season with a new expiration date of June 30, 2010

9/3/08, R08-9-119, Approve and authorize execution of Amendment Six to Lease with Mike Raahauge Shooting Enterprises to add the use of dog training in Pond 1 as an approved use on a year-round basis

6/4/08, R08-6-83, Approve Amendment Five to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2008/09 duck hunting season with a new expiration date of June 30, 2009

12/5/07, R07-12-169, Authorizing Amendment Four to Lease to restore the Premises to its full extent for the 2007/08 duck hunting season as defined in the Lease

5/2/07, R07-05- 67, Approve and authorize Amendment Three to Lease to reduce the Annual Rent to 10% of Gross Receipts due to the unavailability of most of the duck ponds with the Annual Rent modification to terminate on June 30, 2008; the Expiration Date of the Lease was extended to June 30, 2008; and the Premises was modified accordingly for the 2007/08 duck hunting season

10/18/06, R06-10-130, Approve and authorize Amendment Two to Lease to reduce the Annual Rent to 10% of Gross Receipts with the Annual Rent modification to terminate on June 30, 2007; reserved the right for the District to verify accounting records of Gross Receipts; revised the description of the Premises for the 2006/07 duck hunting season

6/7/06, R06-06-70, Authorizing Amendment One to Lease to extend Lease for one year to a new Expiration Date of June 30, 2007

11/2/05, R05-11-126, Approve and authorize execution of Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises for duck hunting on an annual basis at a rent of \$37,763 with an annual 5% rent adjustment with an expiration date of June 30 of each year and renewed by mutual consent

5/19/04, R04-5-60, Amendment Two to Lease, increases the annual rent adjustment from 2% to 3%, to a new expiration date of February 28, 2005 at a rent of \$36,663

5/21/03, R03-5-70, Reauthorizing Lease with Mike Raahauge Shooting Enterprises for Duck Hunting on District Property at Prado Basin, with a new expiration date of June 30, 2004 at a rent of \$35,595

3/20/02, R02-3-50, Reauthorizing Lease with Mike Raahauge Shooting Enterprises for Duck Hunting on District Property at Prado Basin with Term of August 19, 2002 to August 18, 2003 at a rent of \$34,095

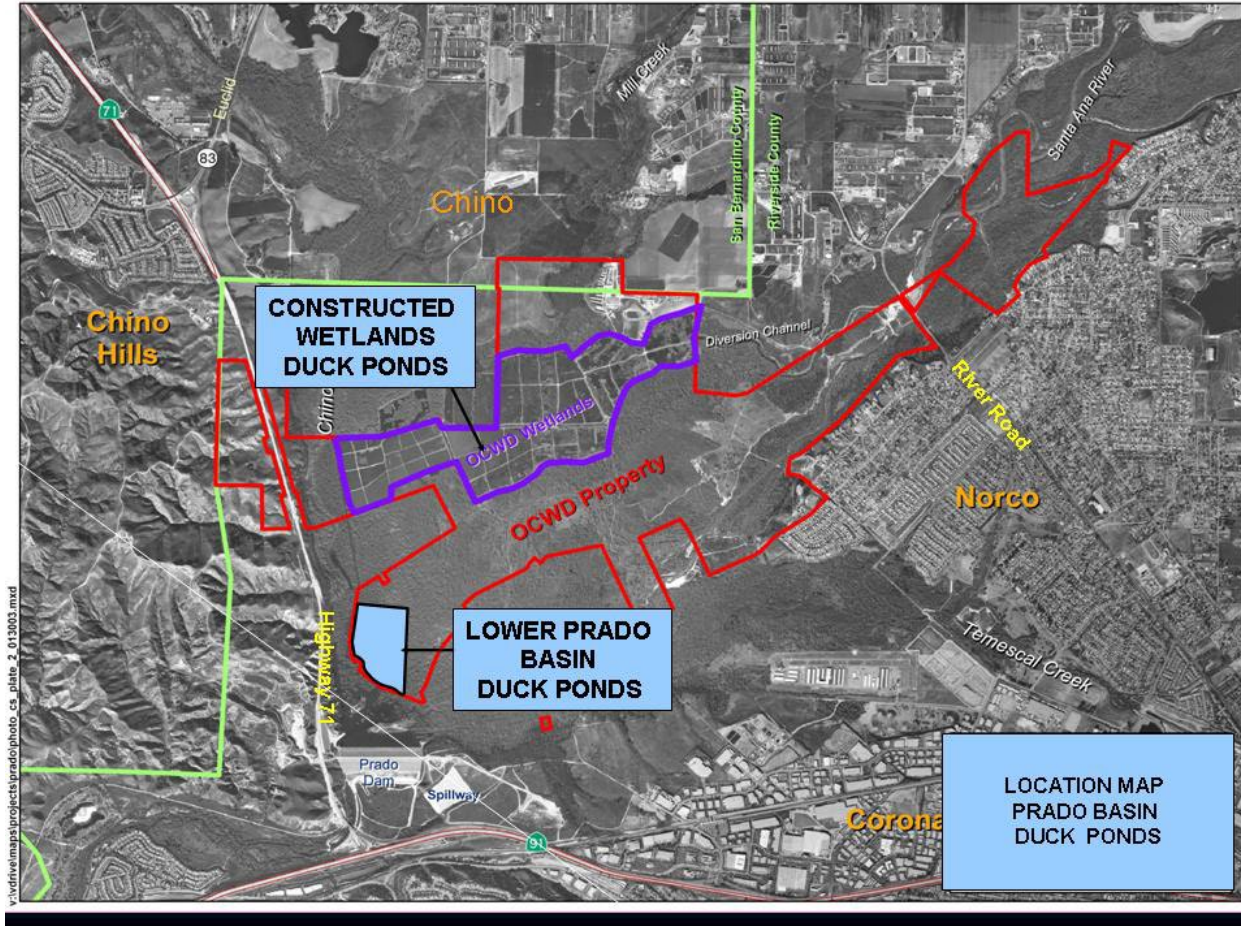
6/6/01, Motion 01-106, Reauthorizing Lease with Mike Raahauge Shooting Enterprises for Duck Hunting on District Property at Prado Basin for a Term of August 19, 2001 to August 18, 2002, at a rent of \$33,427

5/17/00, R2000-5-66, Reauthorizing Lease with Mike Raahauge Shooting Enterprises for Duck Hunting on District Property at Prado Basin

7/21/99, R99-7-85, Reauthorize Lease for One-Year Period Commencing August 19, 1999 with Mike Raahauge Shooting Enterprises for Duck Hunting Concession on District Property at Prado Basin

8/19/98, R98-8-125, Approving and Authorizing Execution of Five-Year Lease to Mike Raahauge Shooting Enterprises for Prado Basin Duck Hunting Concession

# Location Map



## **AMENDMENT TWENTY-THREE TO LEASE**

(Duck Hunting)

**THIS AMENDMENT** is made and entered into this 15th day of May 2024 by and between the **ORANGE COUNTY WATER DISTRICT**, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended (hereinafter, the “Lessor”) and **ELAINE RAAHAUGE, D.B.A. MIKE RAAHAUGE’S SHOOTING ENTERPRISES** (hereinafter, the “Lessee”):

### **RECITALS**

**WHEREAS**, on November 2, 2005, Lessor and Lessee entered into a written Lease (“Lease”) to conduct a duck hunting concession on certain lands owned by Lessor at Prado Basin in Riverside County, California, on an annual basis at a rent of \$37,763 with an annual 5% rent adjustment with an expiration date of June 30, 2006, provided that it may be renewed annually by mutual written consent of Lessor and Lessee. The Lease provides that in the event that duck hunting cannot occur in a calendar month, the rent is adjusted to \$200 for each month in which duck hunting did not occur;

**WHEREAS**, on June 7, 2006 Lessor extended the term of the Lease to June 30, 2007 for the 2006/07 duck hunting season;

**WHEREAS**, on October 18, 2006, Lessor reduced the Annual Rent to 10% of Gross Receipts with the Annual Rent modification (“Annual Rent Reduction”) to terminate on June 30, 2007, reserved the right for the District to verify accounting records of Gross Receipts, and revised the description of the Premises (“Premises Revision”) for the 2006/07 duck hunting season;

**WHEREAS**, on May 2, 2007, Lessor extended the Annual Rent Reduction, and the Expiration Date of the Lease to June 30, 2008, and extended the Premises Revision for the 2007/08 duck hunting season;

**WHEREAS**, on December 5, 2007 Lessor restored the full Premises as defined in the Lease;

**WHEREAS**, on June 4, 2008, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2009;

**WHEREAS**, on September 3, 2008, Lessor granted Lessee an additional use of Premises of dog training in Pond 1 on a year-round basis;

**WHEREAS** Lessor and Lessee have subsequently amended said Lease for one-year extensions annually;

**WHEREAS**, on October 2, 2013, the Board Consented to Assignment of Lease and Revised Amendment Eleven to Lease Agreement for Duck Hunting to change Lessee name to Elaine Raahauge d.b.a. Mike Raahauge’s Shooting Enterprises; to extend the lease for a duck hunting concession on District property at Prado Basin for the 2013/14

duck hunting season with a new expiration date of June 30, 2014; and revise Exhibit "A" to the Lease to remove Ponds E4 and E7 from the Premises;

**WHEREAS**, on June 4, 2014, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2015;

**WHEREAS**, on July 1, 2015, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2016; and

**WHEREAS**, on June 15, 2016, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2017, and amended Paragraph 4.2, (Conditions of Use) of the Lease, that allow Lessor's staff to review Lessee's placement and orientation of the duck hunting blinds within the Premises; and

**WHEREAS**, on June 7, 2017, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2018; and

**WHEREAS**, on July 18, 2018, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2019; and

**WHEREAS**, on July 17, 2019, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2020; and

**WHEREAS**, on June 3, 2020, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2021; and

**WHEREAS**, on August 5, 2020, Lessor reduced the Annual Rent for the 2020/21 duck hunting season by 20% to \$59,814; and

**WHEREAS**, on July 7, 2021, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2022; and

**WHEREAS**, on June 15, 2022, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2023; and

**WHEREAS**, on June 7, 2023, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2024; and

**WHEREAS**, both Lessee and Lessor wish to extend the Lease for one additional year to a new Lease Expiration Date of June 30, 2025.

**NOW, THEREFORE**, in consideration of the matters set forth in the foregoing recitals and the terms, covenants and conditions hereinafter contained, the parties do hereby agree as follows:

1. The Expiration Date in Lease Paragraph 1.2 (Original Lease Term) is hereby extended to June 30, 2025.



2. Each and every other term, covenant and condition of the Lease, as amended, not herein expressly modified is hereby ratified and confirmed and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed the Amendment to Lease as of the day and year first hereinabove written.

**APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP**

**“LESSOR”**

ORANGE COUNTY WATER DISTRICT  
a political subdivision of the State of California  
organized under Chapter 924 of the Statutes of  
1933, as amended

By: \_\_\_\_\_  
General Counsel for  
Orange County Water District

By: \_\_\_\_\_  
Cathy Green, President

By: \_\_\_\_\_  
John Kennedy, General Manager

**“LESSEE”**

ELAINE RAAHAUGE d.b.a.  
MIKE RAAHAUGE’S SHOOTING  
ENTERPRISES

By: \_\_\_\_\_  
Elaine Raahauge, Owner



## AGENDA ITEM SUBMITTAL

**Meeting Date:** April 26, 2024

**Budgeted:** N/A

**To:** Property Management Committee  
Board of Directors

**Budgeted Amount:** N/A

**Revenue Estimate:** \$19,530

**Funding Source:** N/A

**Program/ Line Item No.** N/A

**From:** John Kennedy

**General Counsel Approval:** Yes

**Engineers/Feasibility Report:** N/A

**Staff Contact:** B. Dosier/D. Park

**CEQA Compliance:** N/A

**Subject: AMENDMENT TO DUCK HUNTING LEASE WITH PRADO BASIN  
DUCK CLUB**

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### SUMMARY

The District has a lease with Prado Basin Duck Club (PBDC), for approximately 66 acres in the lower Prado Basin duck ponds. The lease expires on June 30, 2024. Kelly Astor, President of PBDC, has requested the lease be extended for one year to June 30, 2025.

Attachment: Amendment Nineteen to Lease with Prado Basin Duck Club

### RECOMMENDATION

#### RECOMMENDED BY COMMITTEE

Agendize for May 15 Board meeting: Approve and authorize execution of Amendment Nineteen to Lease with PBDC to extend the lease for a duck hunting concession on District property at Prado Basin for the 2024/25 duck hunting season with a new expiration date of June 30, 2025.

### BACKGROUND/ANALYSIS

On May 21, 2003, the District entered into a lease agreement with PBDC, to conduct a duck hunting concession on 66 acres of land in the lower Prado Basin duck ponds. The lease agreement includes a 3% annual increase, with a provision approved by the Board on June 7, 2006, adjusting the monthly rent to \$200 in the event that duck hunting cannot take place in that month.

With an expiration of June 30, 2024, Mr. Astor has requested the lease be extended for an additional year. Staff recommends that the lease be extended for one year to a new expiration date of June 30, 2025, with a 3% rent adjustment increasing the annual rent from \$18,961 to \$19,530. As in previous years, the annual rent would be paid in two installments, on October 15<sup>th</sup> and December 1<sup>st</sup>.

## **PRIOR RELEVANT BOARD ACTION(S)**

6/07/23, R23-6-74, Approve Amendment Eighteen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2022/23 duck hunting season with a new expiration date of June 30, 2024.

6/15/22, R22-6-71, Approve Amendment Seventeen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2022/23 duck hunting season with a new expiration date of June 30, 2023.

7/7/21, R21-7-103, Approve Amendment Sixteen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2021/22 duck hunting season with a new expiration date of June 30, 2022.

6/3/20, R20-6-68, Approve Amendment Fifteen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2020/21 duck hunting season with a new expiration date of June 30, 2021.

7/17/19, R19-7-99 , Approve Amendment Fourteen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2019/20 duck hunting season with a new expiration date of June 30, 2020.

7/18/18, R18-7-76, Approve Amendment Thirteen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2018/19 duck hunting season with a new expiration date of June 30, 2019.

7/5/17, R17-7-95, Approve Amendment Twelve to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2017/18 duck hunting seasons with a new expiration date of June 30, 2018, and to provide that the Lessee pay an amount up to \$8,000 per year for vector control costs.

3/15/17, M17-44, Approved an increase of \$90,000 to the Prado Wetlands General Fund budget for mosquito abatement at the Prado Wetlands

6/15/16, R16-6-72, Approve Amendment Eleven to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2016/17 duck hunting seasons with a new expiration date of June 30, 2017.

7/1/15, R15-7-92, Approve Amendment Ten to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2015/16 duck hunting seasons with a new expiration date of June 30, 2016.

6/4/14, R14-6-79, Approve Amendment Nine to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2014/15 duck hunting seasons with a new expiration date of June 30, 2015.

7/10/13, R13-7-82, Authorizing Amendment Eight to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2013/14 duck hunting seasons with a new expiration date of June 30, 2014.

6/6/12, R12-6-61, Approve Amendment Seven to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2012/13 duck hunting seasons with a new expiration date of June 30, 2013.

6/1/11, R11-6-83, Approve Amendment Five to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2011/12 duck hunting seasons with a new expiration date of June 30, 2012.

6/2/10, R10-6-87, Approve Amendment Five to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2010/11 duck hunting seasons with a new expiration date of June 30, 2011.

6/3/09, R09-6-101, Approve Amendment Four to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2009/10 duck hunting seasons with a new expiration date of June 30, 2010.

6/4/08, R08-6-84, Approve Amendment Three to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2008/09 duck hunting seasons with a new expiration date of June 30, 2009.

6/7/06, R06-6-71, Authorizing lease renewal with Prado Basin Duck Club with a new Expiration Date of June 30, 2008 and a rent adjustment provision to provide that in the event that duck hunting cannot occur in a calendar month, the rent is adjusted to \$200 for each month in which duck hunting did not occur.

5/19/04, R04-5-61, Two year renewal of Lease with Prado Basin Duck Club with a new Expiration Date of June 30, 2006.

5/21/03, R03-5-71, Lease granted to Prado Basin Duck Club for duck hunting in lower Prado Basin for the 2003/04 duck hunting season at a rent of \$10,500.

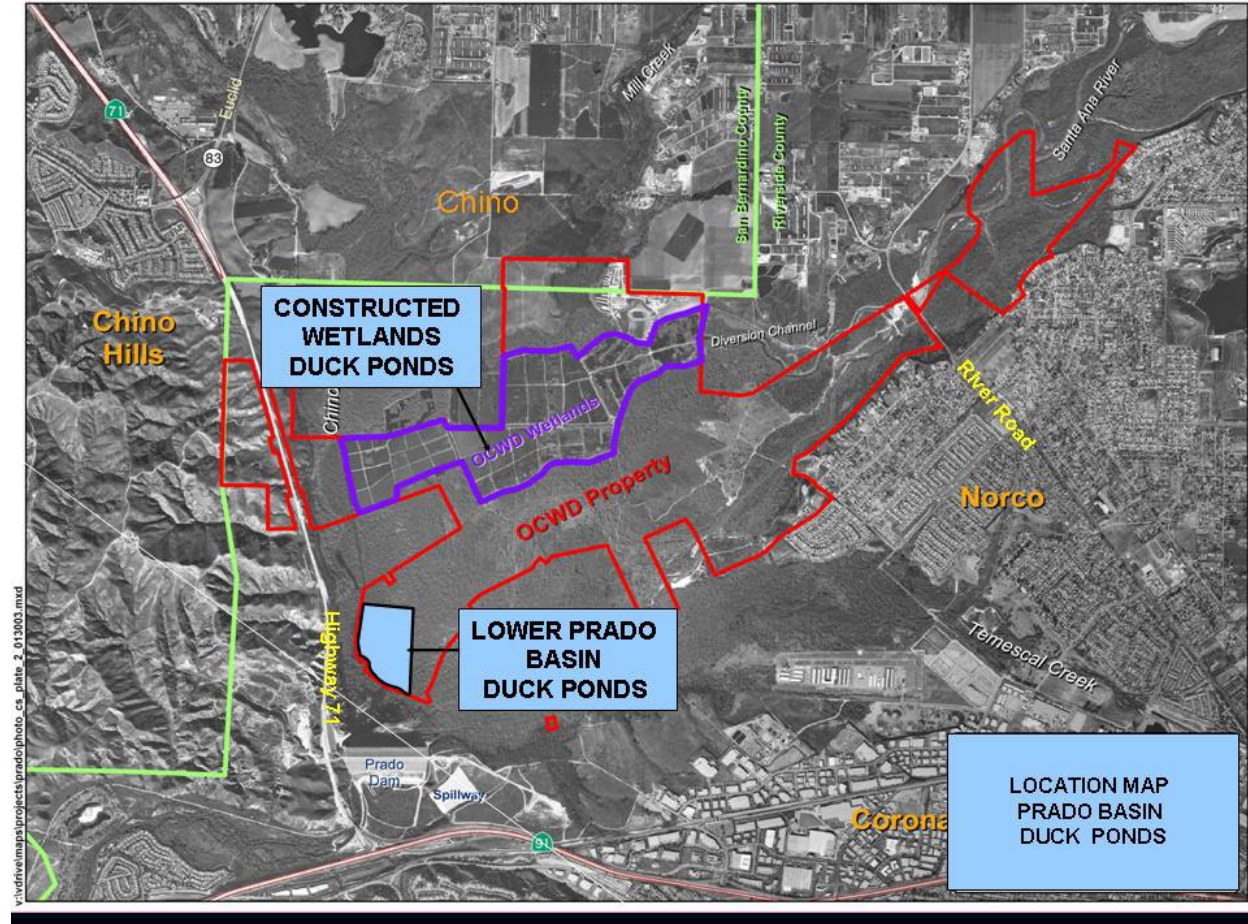
11/20/02, R02-11-169, Consent to Assignment of Interest of Duck Hunting Permit with John Kelly Astor d.b.a. Prado Basin Duck Club to Prado Basin Duck Club, a California Corporation.

10/16/02, R02-10-147, Authorize issuance of a permit to John Kelly Astor d.b.a. Prado Basin Duck Club to operate a Duck Hunting Concession in the Lower Prado Basin Duck Ponds for the one-year period of October 16, 2002 through October 15, 2003 for a fee of \$10,000 and report back to the Committee with at the end of the duck hunting season with the results of the duck hunting season.

12/19/01, R01-12-190, Authorize issuance of a Temporary Open Water Permit to John Kelly Astor for Duck Hunting in Lower Prado Basin for a fee of \$5,000 ending January 21, 2002.

11/19/01 M01-227 - Refer consideration of issuance of Duck Hunting Lease with John Kelly Astor and/or Implementation of Waterfowl Hunting Program with the State of California Department of Fish and Game in Lower Prado Basin in which unauthorized duck ponds have been constructed is hereby referred back to staff for further analysis.

### Location Map



## AMENDMENT NINETEEN TO LEASE

**THIS AMENDMENT** is made and entered into this 15th day of May, 2023 by and between the **ORANGE COUNTY WATER DISTRICT**, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended (hereinafter, the "Lessor") and **PRADO BASIN DUCK CLUB**, a California corporation (hereinafter, the "Lessee").

### RECITALS

**WHEREAS**, on May 21, 2003, Lessor and Lessee entered into a written Lease of real property (hereinafter, the "Lease") for the purpose of operating a duck hunting concession on certain lands owned by Lessor in Prado Basin on an annual rent basis of \$10,500 with an annual 3% rent adjustment with an expiration date of June 30, 2004;

**WHEREAS**, on May 19, 2004, Lessor granted Lessee an extension of the Lease for two years to a new Expiration Date of June 30, 2006;

**WHEREAS**, on June 7, 2006, Lessor granted Lessee an extension of Lease for two years to a new Expiration Date of June 30, 2008 and a rent adjustment provision to provide that in the event that duck hunting cannot occur in a calendar month, the rent is adjusted to \$200 for each month in which duck hunting did not occur;

**WHEREAS**, Lessor and Lessee have subsequently amended said Lease for one-year extensions annually;

**WHEREAS**, on June 5, 2017, Lessor granted Lessee an extension of Lease for one year to a new expiration of June 30, 2018, and to provide that the Lessee pay an amount up to \$8,000 per year for vector control costs;

**WHEREAS**, on July 18, 2018, Lessor granted Lessee an extension of Lease for one additional year to a new expiration of June 30, 2019;

**WHEREAS**, on July 17, 2019, Lessor granted Lessee an extension of Lease for one additional year to a new expiration of June 30, 2020;

**WHEREAS**, on June 3, 2020, Lessor granted Lessee an extension of Lease for one additional year to a new expiration of June 30, 2021;

**WHEREAS**, on July 7, 2021, Lessor granted Lessee an extension of Lease for one additional year to a new expiration of June 30, 2022;

**WHEREAS**, on June 15, 2022, Lessor granted Lessee an extension of Lease for one additional year to a new expiration of June 30, 2023;

**WHEREAS**, on June 7, 2023, Lessor granted Lessee an extension of Lease for one

additional year to a new expiration of June 30, 2024;

**WHEREAS**, both Lessee and Lessor wish to extend the Lease for one additional year to a new expiration of June 30, 2025.

**NOW, THEREFORE**, in consideration of the matters set forth in the foregoing recitals and the terms, covenants and conditions hereinafter contained, the parties do hereby agree as follows:

1. The Expiration Date in Lease Paragraph 1.2 (Original Lease Term) is hereby extended to June 30, 2025.
2. Each and every other term, covenant and condition of the Lease not herein expressly modified is hereby ratified and confirmed and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to Lease as of the day and year first hereinabove written.

**“LESSOR”**

**APPROVED AS TO FORM:**  
RUTAN & TUCKER, LLP.

ORANGE COUNTY WATER DISTRICT,  
a political subdivision of the State of California  
organized under Chapter 924 of the Statues of  
1933, as amended

By: \_\_\_\_\_  
General Counsel for  
Orange County Water District

By: \_\_\_\_\_  
Cathy Green, President

By: \_\_\_\_\_  
John Kennedy, General Manager

**“LESSEE”**

PRADO BASIN DUCK CLUB,  
a California corporation

By: \_\_\_\_\_  
Shawn Goldsberry, President





## AGENDA ITEM SUBMITTAL

**Meeting Date:** April 26, 2024

**To:** Property Management Committee/  
Board of Directors

**From:** John Kennedy

**Staff Contact:** B. Dosier/D. Park

**Budgeted:** No

**Budgeted Amount:** N/A

**Cost Estimate:** \$4,700

**Funding Source:** N/A

**Program/ Line Item No.** N/A

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: APPRAISAL SERVICES FOR THE MID-BASIN INJECTION SITE RENTAL  
ADJUSTMENT**

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### SUMMARY

On June 18, 2013, the Orange County Flood Control District (County) and the District entered into a 30-year lease agreement (Lease) allowing the District to operate and maintain a groundwater injection system as part of the Mid-Basin Injection (MBI) Project. Pursuant to Section 7(B) of the Lease, on June 1, 2023, the first full month of the 11<sup>th</sup> year anniversary, in lieu of a CPI rent increase the rent payable is subject to an adjustment of 10% of the current appraised value of the Leased Premises only, and not the Licensed Areas. Staff recommends execution of an agreement with CBRE for Appraisal Services.

#### Attachments:

- Statement of Work for Appraisal
- CBRE Proposal and Contract

### RECOMMENDATION

#### **RECOMMENDED BY COMMITTEE**

Agendize for May 15 Board meeting: Authorize execution of contract with CBRE for Appraisal Services for the appraisal of the Mid-Basin Injection Well Site in accordance with the Lease with Orange County Flood Control District.

### BACKGROUND/ANALYSIS

The MBI Project included the design and construction of one injection well (MBI-1), two monitoring wells (SAR-10 and SAR-11), well housing, supply and discharge pipelines and appurtenances. These facilities are located on approximately 13,336 square feet of County owned land bordering Fountain Valley, CA and Santa Ana, CA near the intersection of Edinger Avenue and the Santa Ana River. The purpose of the DMBI project is to directly inject Groundwater Replenishment System (GWRS) purified water into the principal aquifer.

On June 18, 2013, the County and the District entered into a 30-year lease agreement allowing the District to operate and maintain the MBI facilities for a monthly fee of \$1,500. The fee was calculated using an appraisal land value of \$38 per square foot, originally used for land acquisitions for the County's nearby Edinger street widening project, at a rate of return of 8% and applying a 50% discount. On June 23, 2020, the Lease was amended to add 360 square feet to the License Area, for an additional monthly fee of \$500, to accommodate the installation, maintenance and operation of a 36-inch pressurized water main and related facilities atop bridge nose piers along approximately 300 linear feet of County owned land on the north side of the Edinger Avenue bridge. The current total rent is \$2,420 per month and is adjusted annually according to the Consumer Price Index.

Pursuant to Section 7(B) of the Lease, on June 1, 2024 (the eleventh-year anniversary of the Effective Date) and at each ten-year interval thereafter, the rent is subject to an adjustment equal to ten (10%) of the current appraised value of the Leased Premises only, and not any Licensed Areas. The District is to select a Certified General Real Estate Appraiser from a list provided by the OC Public Works/Real Estate Services Departments (OCPW/Real Estate) and retain the appraisal services that are in accordance with a Statement of Work provided by OCPW/Real Estate at the District's sole cost and expense.

The following quotes were received for appraisal services from the following County approved appraisers:

1. CBRE, Inc.	\$4,700
2. Western Valuation Solutions	\$5,000
3. Pacific Real Estate Consultants	\$5,500
4. Shorecliffs Valuation Services	\$7,875

All are qualified appraisers offering an appraisal report prepared in conformance with and subject to the requirements of the Uniform Standards of Professional Appraisal Practice. Of the quotes received, CBRE provided the lowest quoted cost for the Appraisal Services.

Staff recommends execution of contract with CBRE for Appraisal Services to appraise the Leased Premises pursuant to the scope of work provided by OCPW/Real Estate.

### **PRIOR RELEVANT BOARD ACTION(S)**

01/08/20, R20-1-1, Approving Amendment One to Lease Agreement with Orange County Flood Control District to expand Leased Area for Mid-Basin Injection Project

10/17/12, R12-162, The General Manager is authorized to negotiate the final terms of the Lease Agreement with OCFCD; and authorize execution of Lease Agreement for \$1,500 per month for long term use of the site for the Demonstration Mid-Basin Injection Project.

## LOCATION MAP



## MBI Centennial Park Map



**Map of Amended Lease Area**



OC PUBLIC WORKS  
OC SURVEY  
RIGHT-OF-WAY SERVICES

ROW ID No 2018-010

1" = 80'

EXHIBIT C

SHEET 1 OF 1

PROJECT: EDINGER AVE. & SANTA ANA RIVER OCWD PIPELINE

PREPARED BY:  
ROW



## AGENDA ITEM SUBMITTAL

**Meeting Date:** April 26, 2024

**To:** Property Management Committee  
Board of Directors

**From:** John Kennedy

**Staff Contact:** B. Dosier/D. Park

**Budgeted:** N/A

**Budgeted Amount:** N/A

**Estimated Revenue:** \$12,500/year

**Funding Source:** N/A

**Program/ Line Item No.** N/A

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: CORONA RECREATION, INC. REQUEST TO EXPAND RADIO CONTROL  
ELECTRIC CAR TRACK AT WARNER BASIN**

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### SUMMARY

On February 3, 2021, the District authorized Corona Recreation to construct and operate a radio control electric car dirt track (RC Track) on the Leased Premises, adjacent to the children's catch-out pond at the front entrance on La Palma Avenue. Corona Recreation has requested the RC Track be expanded to include a removable asphalt track on the empty grass area adjacent to the existing RC Track.

#### Attachments:

- RC Asphalt Track Proposal
- Amendment Ten to Lease

### RECOMMENDATION

#### **RECOMMENDED BY COMMITTEE**

Agendize for May 15 Board meeting: Approve and authorize execution of Amendment Ten to Lease with Corona Recreation to expand the RC Track to include a removable asphalt track.

### BACKGROUND/ANALYSIS

On September 20, 2006, the District entered into a Lease with Corona Recreation, for operating a fishing concession, including food services facilities, boat and motor rentals, sale of bait and tackle and overnight camping for fishing. The Lease expires on September 30, 2026.

On February 3, 2021, the District authorizes Lessee to construct and operate an RC Track on the Leased Premises, adjacent to the children's catch-out pond at the front entrance on La Palma Avenue. The RC Track had total annual revenue of \$72,387 in 2022, \$92,911 in 2023, and \$17,177 in the three months ending March 31, 2024. The Lessee pays the District 5% of gross revenue as rent, which includes the RC Track admission sales.

Mr. Douglas Elliott, President of Corona Recreation, informed staff that the RC Track "is a huge success and has become a very popular attraction for the local community and their



families to enjoy". Recently, Mr. Elliott was informed that Cal Raceway, a local on-road asphalt track facility utilized for RC racing, would be closing after 28 years in business. Mr. Elliott believes there is an opportunity to expand Corona Recreation's current RC Track business by offering an on-road RC Track option consisting of a 7,700 square foot removable asphalt track on the empty grass area adjacent to the existing RC Track. Further, Mr. Elliott estimates the two track venues combined will bring in a total annual gross income of \$250,000, of which the District will receive 5%.

Mr. Elliott estimates a total investment cost of \$125,450, which includes materials, construction labor, lighting, timing sensors, computer software, cameras, driver's platform, two storage Tuff Sheds, tents for the pit area, and tables/chairs for the pit area.



Staff has no objection to Mr. Elliott's request and recommends an amendment to the Lease to expand the RC Track to include the proposed removable asphalt track.

## **PRIOR RELEVANT BOARD ACTION(S)**

11/15/23, R23-113, Authorize rent credit not to exceed \$27,900 as reimbursement for emergency branch removal and additional tree trimming services retained by Corona Recreation.

2/16/22, R22-2-14, Approve Rent Credit to Corona Recreation, Inc. for tree trimming at Warner Basin not to exceed \$19,000 as reimbursement for tree trimming services retained by Corona Recreation;

9/15/21, R21-9-136, Authorizing Amendment Nine to Lease Agreement with Corona Recreation, Inc. to extend the term of the Lease for an additional five years;

2/3/2021 R21-2-14, Approving Amendment Eight to Lease Agreement with Corona Recreation, Inc. to include operation of a radio control electric car dirt track at Warner Basin;

2/3/2021 R21-2-12, Approving Consent to Sublease to Asplundh, Inc., and Amendment to Lease to revise Alternate Premises at Anaheim Lake to include additional land for sublease to Asplundh and including the sublease use as a Use of Premises;

8/5/2020, R20-8-99, Approving rent credit to Corona Recreation, Inc. for tree trimming at Warner Basin.

10/3/18, R18-10-133, Approve Amendment Seven to Lease with Corona Recreation revising Premises to exclude the additional land for parking spaces, removing the sublease for parking as a Use of Premises and eliminating the La Palma Parking Lot Rent;

10/4/17, R17-10-125, Approve Amendment Six to Lease with Corona Recreation consenting to Amendment One of Parking Agreement with D.G. Performance Specialties, Inc. reducing parking spaces from 14 to 7 spaces and reducing the parking premises from 14 to 7 spaces;

7/20/16, R16-7-95, Consent to Second Amendment to Parking Sublease with Manheim Auctions, Inc. at Anaheim Lake on Wednesdays only at a rental rate of \$1,100 for each day of parking, with 50% of the rent to be paid to OCWD;

2/3/16, R16-2-12, Approving Amendment Five to Lease with Corona Recreation to exclude the sale of goods sold at Lessee's cost to Lessee's employees from Gross Receipts

5/20/15, R15-5-58 Approved Amendment Four to Lease with Corona Recreation for consent to Parking Sublease that amends the Lease Premises to include an additional area for the parking of 14 vehicles at Warner Basin by Sublessee D. G. Performance Specialties, Inc.

10/1/14, R14-10-130 Approve Amendment Three to Lease Agreement with Corona Recreation, Inc. for operations at Warner Basin and Anaheim Lake to revise monthly rent to \$6,200 or 5% of Gross Receipts, whichever is greater.

9/3/14, R14-9-00, Direct staff to negotiate a revised lease with Corona Recreation, Inc.

6/4/14, R14-6-77, Approve Amendment Two to Lease to Corona Recreation Inc. for Parking Lot Sublease with Manheim Auctions Inc. at Anaheim Lake to increase days of parking from Wednesday only to Tuesday, Wednesday, and Thursday of each week.

4/17/13, R13-4-42, Approve Amendment to Lease with Corona Recreation providing for a reduction of the rent to 5% of the gross revenues for the fishing concession through September 2014.

9/5/12, R12-9-107, Approve Consent to Parking Lease with Corona Recreation and Manheim Auctions Incorporated for rental of parking lot at Anaheim Lake.

1/16/08, R08-1-20, Approve Amendment One to Lease and consent to Parking Sublease with Corona Recreation, Inc. for sublease of existing and additional parking areas at Anaheim Lake (*Note: Lessee opted out of Amendment*).

9/20/06, R06-09-123, Approve lease to operate a fishing concession at Warner Basin and Anaheim Lake; approving lease of house at Anaheim Lake; and consent to parking lot sublease with California Automobile Dealers Association at Anaheim Lake.

4/6/05, R05-4-38, Approve Amendment Eight to reduce rent to \$2,500 per month for five consecutive month period when Lessee relocates fishing operation to Anaheim Lake due to District operations.

8/4/04, R04-8-101, Approve Amendment Seven to allow night fishing on Thursday, Friday, Saturday, and holidays that falls on Monday from 5:00 p.m. to 4:00 p.m. the flowing day.

5/19/04, R04-5-59, Approve and Authorize Amendment Six to Lease to Refurbish and Maintain the Concession Buildings at Lessee's Cost and Expense.

2/4/04, R04-2-18, Approve Consent to Parking Lease with Corona Recreation and CADE for rental of parking lot at Anaheim Lake.

1/17/01, R01-1-12, Approve and Authorize execution of Amendment No. 5 consenting to rental by Lessee of existing Miraloma Avenue parking lot on an occasional basis and not to exceed a three-month period, at a rental rate of 50 percent of all rent received by Lessee.

4/19/01, R01-1-11, Authorizing Execution of Amendment Four to Lease with Corona Recreation, Inc. consenting to a sublease with Gourmet Catering Enterprises LLC at a rental rate of 20 percent of all rent received by Corona Recreation.

4/19/00, R2000-4-53, Approve and authorize Amendment Three to provide a rent credit of \$22,153 and reinstatement of a prior rent credit of \$10,000 for construction of a new restroom, electrical work, and improvements to the catch-out pond.

3/18/98, R98-3-51A, Approving and authorizing Execution of Amendment Two to Lease for Warner Basin Fishing Concession to Provide a \$10,000 Rent Credit to Corona Recreation, Inc. for Construction of a Restroom.

1/21/98, R98-1-16, Approving and authorizing Execution of Assignment and Assumption of Lease Agreement and Consent to Assignment of Lease Agreement for Warner Basin Complex and Anaheim Lake Fishing Concession;

10/29/96, R96-11-181, Approved Amendment One to Outdoor Safaris Lease at Anaheim Lake/Warner Basin for Catch-Out Pond.

6/19/96, R96-6-107, Approved 10-Year Lease with Outdoor Safaris for fishing Concession at Warner Basin and Anaheim Lake.





PROPERTY MANAGEMENT COMMITTEE MEETING HELD APRIL 26

**PLANNING REMEDIATION OF FORMER PRADO SHOOTING AREAS –IN-PLACE  
REMEDICATION ALTERNATIVE COMPARISON**

Committee Recommendation:

- 1) Direct staff to discontinue pursuing remediation through consolidation, and
- 2) Direct staff to analyze in-place remediation option with support from AECOM

## AGENDA ITEM SUBMITTAL

**Meeting Date:** April 26, 2024

**Budgeted:** N/A

**To:** Property Management Committee/  
Board of Directors

**Budget Amount:** N/A

**Cost Estimate:** N/A

**From:** John Kennedy

**Funding Source:** N/A

**Program/Line Item No.:** N/A

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**Staff Contact:** K. O'Toole/L. Haney

**CEQA Compliance:** N/A

**Subject: PLANNING REMEDIATION OF FORMER PRADO SHOOTING AREAS –  
IN-PLACE REMEDIATION ALTERNATIVE COMPARISON**

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### SUMMARY

The District is working with the Department of Toxic Substances Control (DTSC) to address soil contamination at former shooting areas at Pigeon Hill and the Former Clay Target Range (FCTR) in Prado Basin. OCWD's current CAMU approach involves hauling material across Prado Basin and consolidating contaminated soils from both sites into a containment structure at Pigeon Hill. This update presents an alternative: in-place remediation, which has fewer permitting requirements, less access limitations, and is more cost effective.

### RECOMMENDATION

**RECOMMENDED BY COMMITTEE**

Agendize for May 15 Board meeting: Direct staff as appropriate

### DISCUSSION/ANALYSIS

#### Background

OCWD leases property in Prado Basin for hunting and shooting related activities. Areas formerly used for shooting related activities are known to be contaminated with residual lead shot, lead in soil and polyaromatic hydrocarbons (PAHs). With DTSC oversight, a Remedial Investigation and Feasibility Study (RI/FS) to characterize the extent of contamination and develop remediation alternatives for two former shooting areas (Former Clay Target Range and Pigeon Hill) was completed and approved by DTSC in April 2022.

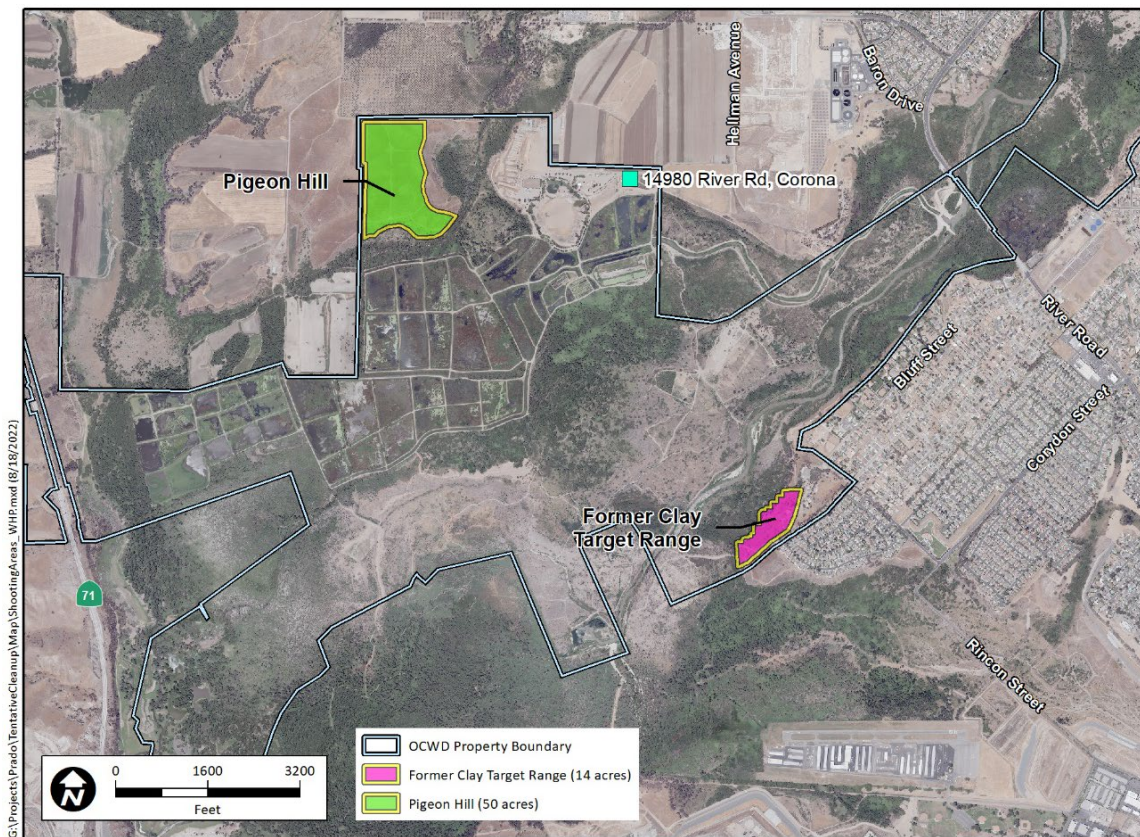
In June 2022, the Board identified waste consolidation in a Corrective Action Management Unit (CAMU) located at the Pigeon Hill site as the preferred remedy. This remediation approach would allow unrestricted land use for all of the Former Clay Target Range (FCTR). Waste consolidation requires transporting contaminated soil



across Prado Basin using existing dirt roads on OCWD and US Army Corps of Engineers (USACE) property. Additionally, hauling requires permitting and constructing temporary crossings over the Santa Ana River on OCWD property and Mill Creek on USACE property. Temporary crossings require the Project to obtain multiple environmental permits including a 401 permit from the Regional Water Quality Control Board, 404 and 408 permits from the USACE, and a 1600 permit from the California Department of Fish and Wildlife.

Planning efforts to support consolidation of contaminated material by hauling across the Basin represents a significant portion of the Projects anticipated costs and time. Use of USACE property necessitates that the Project also subject to the National Environmental Policy Act (NEPA) in addition to the California Environmental Quality Act (CEQA). Figure 1 shows the locations of the former shooting areas addressed by the remedies identified in the RI/FS.

**Figure 1: Location Map for Pigeon Hill and Former Clay Target Range Sites**



In late 2022, during the initial stages of developing the Remedial Action Plan (RAP), DTSC informed District staff that the preferred remedy might not comply with CAMU regulations. DTSC concern was that the proposed haul route from FCTR to Pigeon Hill, involved transporting contaminated material off OCWD-owned property. To address this issue, DTSC outlined specific regulatory requirements and environmental considerations that could allow OCWD to proceed with the preferred remedy. These

regulations necessitate OCWD obtain written documentation granting temporary exclusive use of the haul route on USACE property during construction.

After obtaining verbal approval from USACE, OCWD staff developed a plan to maintain exclusive use of USACE property, which DTSC reviewed and approved. Ongoing discussions with USACE are aimed at finalizing the necessary approvals before obtaining written confirmation of exclusive use. This agreement would also involve consent from two USACE lessees: Flyway Foundation and Riverside County Parks and Recreation, as well as meeting time intensive permit obligations through the Corps process.

At the March 2024 Property Committee Meeting, staff provide an update on the status of the Project and the exclusivity agreement with the USACE. As part of the March update staff provided an overview of the necessary permits and approvals needed from outside regulatory agencies and the Army Corps to allow for the two necessary river crossings. These are summarized in Table 1.

**Table 1: Permits and Approvals Required for Haul Route**

<b>Permit</b>	<b>Purpose</b>	<b>Responsible Agency</b>
401	River Crossings	USACE
404	River Crossings	Regional Water Quality Control Board
408	River Crossings	USACE
1600	River Crossings	California Department of Fish & Wildlife
Exclusivity Agreement	Hauling on USACE Property	USACE Riverside County Parks Flyway Foundation

Additionally, staff informed the Committee of newly identified constraints on the remediation schedule that will limit the duration hauling can occur (e.g., flood season, bird nesting season, duck hunting season, and dove hunting season). A summary of the remediation schedule constraints for the preferred remedy are summarized in Table 2. Also, the Army Corps construction schedule for the spillway and other unidentified projects could constrain the timing of the Project.

**Table 2: Remediation Schedule Constraints**

<b>Constraint</b>	<b>Season</b>
Bird Nesting Season (Vireo)	April – August
Dove Hunting Season	September 1 - 14
Flood Season	October - March

Duck Hunting Season	~October 21 - Jan 31
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The Committee noted that most of the permits, approvals and schedule constraints are related to the haul route and river crossings. In response, staff suggested an in-place remediation alternative that would potentially be more cost effective with less permit restraints. The Committee asked staff to assess the in-place alternative and provide a comparison with the CAMU consolidation approach for Committee consideration.

### **In-Place Remediation Alternative**

In-place remediation would treat each contaminated area independently, while achieving the same level of remediation, with the exception of land use restrictions for approximately 1-acre of containment area at the FCTR.

For Pigeon Hill, in-place remediation would involve isolating lead shot contamination to prevent ingestion by birds. This would be achieved by covering approximately 1.4 acres of contaminated soil with clean river sediment sourced from existing OCWD stockpiles within the Prado Basin. About 765 cubic yards of sediment would be transported and placed over the contaminated area to a depth of 6 inches. Long-term operation and maintenance would include annual visual inspections and localized repairs if erosion of the sediment cap occurs.

For FCTR, in-place remediation would entail excavating approximately 14.1 acres of contaminated soil to a depth of around 6 inches. Contaminated soil would be screened to remove lead shot for recycling. An approximately 1-acre containment area will need to be sited at FCTR above elevation 566 feet. Additional work would be required to determine optimal location for the containment and sorting areas to minimize potential temporary impacts on nearby residents. Long-term operation and maintenance would involve installing and monitoring wells along with visual inspections. Although the containment area would impose land use restrictions on a portion of FCTR, recreational facilities or parking lots could be constructed on top of it.

### **Comparison of In-Place Remediation Alternative to CAMU Consolidation Approach**

The in-place remediation alternative would achieve nearly identical remediation goals as the CAMU consolidation approach, except for potential land use restrictions for approximately 1-acre at FCTR. By remediating in-place many of the permits and agreements associated with the two river crossings can be avoided. This will greatly expedite the planning process and save the District substantial time and money. Remediating in-place also has the benefit of not requiring use of USACE property, removing the need to obtain a written exclusivity agreement from the USACE and coordinating with lessees. A comparison of the anticipated permits and agreements needed has been provided in Table 3.

Remediating in-place reduces schedule constraints including dove and duck hunting which would no longer be applicable and flood control constraints will only be in place during extreme wet weather events. This improves the likelihood of Project success and

reduces risks to OCWD. Lastly, while difficult to quantify, the in-place alternative also reduces auxiliary impacts on OCWD lessees and operations and maintenance of Prado treatment wetlands. For example, in-place remediation of Pigeon Hill by capping with sediment will be completed faster than if sorting and CAMU construction were to occur limiting downtime for the active shooting range.

**Table 3: Comparison of Permits, Agreement and Schedule**

	<b>CAMU Consolidation</b>	<b>In-Place Remediation Alternative</b>
<b>Remediation Description</b>	Waste Consolidation in CAMU at Pigeon Hill	Pigeon Hill Sediment Cap and FCTR ~1-acre Containment Area
<b>Anticipated Permit Needs</b>	<p><b>401:</b> Permit for projects that may affect surface water quality</p> <p><b>404:</b> Federal permit to dredge or fill within Waters of the US</p> <p><b>408:</b> Permit to modify, alter or occupy existing USACE flood control facility</p> <p><b>1600:</b> State permit for lake or streambed alterations</p>	<b>408:</b> Permit to modify, alter or occupy existing USACE flood control facility
<b>Environmental Impact Analysis</b>	CEQA & NEPA	CEQA
<b>Exclusivity Agreements</b>	USACE Riverside County Parks Flyway Foundation	None
<b>Remediation Timing</b>	Targeting 2025 (2026 likely)	2025 likely
<b>Remediation Schedule Constraints</b>	Nesting Season Duck & Dove Hunting Season Flood Season	Nesting Season
<b>Public Participation</b>	Yes	Yes

Additionally, a budget level comparison of the estimated cost of remediation and long-term O&M for the remediate in place alternative and current approach are included in Table 4. The two remediation strategies have many similarities, the key differences are the hauling and rivers crossings. These two components account for approximately \$520,000 additional cost reflected Table 4. Transporting and placing 765 cy of clean river sediment for the sediment cap at Pigeon Hill is estimated at \$10,000.

**Table 4: Cost Comparison of Remediation and Long-Term O&M**

	<b>CAMU Consolidation</b>	<b>In-Place Remediation Alternative</b>
River Crossings	\$250,000	\$0
Hauling	\$270,000	\$0

Clean Sediment Transportation	0	\$10,000
<b>Total Remediation Costs</b>	<b>\$2,600,000</b>	<b>\$1,780,000</b>
<b>Long Term O&amp;M</b>	<b>\$21,000/year</b>	<b>\$23,000/year</b>

While a cost comparison to complete the planning and permitting portion of the project has not been included, AECOM has provided OCWD with a verbal estimate that consultant support to obtain the 401, 404, 408 and 1600 permits will be on the order of \$50,000. This does not include the permit fees, staff time, or potential schedule delays that will increase costs to the planning portion of the project with the current approach.

### **PRIOR RELEVANT BOARD ACTIONS**

9/7/2022, R22-9-123 - 1) Authorize the General Manager to negotiate and execute Amendment No. 1 to the District's agreement with the Department of Toxic Substances Control Authorize to update the scope of work for preparation of the Remedial Action Plan, DTSC's Community Participation process, and revise the boundaries of the site; Authorize preparation of a Remedial Action Plan for the remediation of the Former Clay Target Range and Pigeon Hills area; and Approve and authorize execution of Amendment No. 7 to Agreement No. 1321 with AECOM to prepare a Remedial Action Plan for the Former Clay Target Range and Pigeon Hill area for an amount not to exceed \$155,048

6/1/2022, R22-6-67 - 1) Identify Alternative 4 (waste consolidation at Pigeon Hill site) with Land Use Scenario C (unrestricted land use at entire Former Clay Target Range site) as the tentatively identified preferred remedy, subject to completion of environmental documentation; and 2) Approve and authorize execution of Amendment No. 6 to Agreement No. 1321 with AECOM to prepare an Initial Study/Mitigated Negative Declaration for the former Prado shooting areas Pigeon Hill and Former Clay Target Range for an amount not to exceed \$94,128

9/15/2021, R21-9-143 - Approve and authorize execution of Amendment No. 5 to Agreement No. 1321 with AECOM to prepare an updated RI/FS for the former Prado shooting areas for an amount not to exceed \$87,998.

12/16/2020, R20-12-165 - Authorize approval of Amendment No.4 to Agreement No. 1321 with AECOM to conduct additional field sampling for an amount not to exceed \$74,411; authorize reimbursement for Department of Toxic Substances Control oversight expenses for the period from July 1, 2020 to June 30, 2021 for an amount not to exceed \$62,752

5/6/2020, R20-5-55 - Approving Amendment No. 3 to Agreement No. 1321 with AECOM to support a Supplemental Remedial Investigation, Focused Remedial Investigation/Feasibility Study and Remedial Action Plan for the Prado Shooting Areas for an amount not to exceed \$215,937.

9/18/19, M19-122 - Authorize \$67,068 additional funding for finalization of the risk assessment and waste consolidation plan at the Prado Shooting Range to be paid as follows: DTSC \$42,268 and AECOM \$24,800.

10/7/2015, R15-10-141 - Authorize the General Manager to finalize negotiations and execute an Agreement with AECOM Technical Services Inc. for an amount not to exceed \$222,938 for a focused remedial investigation and feasibility study of the Prado shooting areas.

7/1/15, M15-104 - Authorize issuance of a revised Request for Proposals for a Focused Remedial Investigation & Feasibility Study of the Prado Shooting Areas (to include a 20-year and 30-year study period).

02/04/15, M15-22, Authorizing Board President to appoint Property ad hoc Committee to review issues related to Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises.



## AGENDA ITEM SUBMITTAL

**Meeting Date:** May 2, 2024

**To:** Communications/Leg. Liaison Cte.  
Board of Directors

**From:** John Kennedy

**Staff Contact:** G. Ayala/A. Harasty

**Budgeted:** N/A

**Budgeted Amount:** N/A

**Cost Estimate:** N/A

**Funding Source:** N/A

**Program/Line-Item No.:** N/A

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject:** FEDERAL LEGISLATIVE UPDATE

### SUMMARY

The Orange County Water District (OCWD) federal advocate and staff will provide an update on progress towards an exemption for water entities from PFAS liability, PFAS maximum contaminant level (MCL) compliance periods, PFAS destruction technology guidance, and funding for PFAS cleanup.

#### Attachments:

- ENS Resources May Update
- Federal Bill Matrix
- H.R. 7944 (Curtis – R-UT) Water Systems PFAS Liability Protection Act

### RECOMMENDATION

**RECOMMENDED BY COMMITTEE**

Agendize for May 15 Board meeting: Take the following action:

Bill Number/Author	Short Title	Recommendation
H.R. 7944 (Curtis – R-UT)	Water Systems PFAS Liability Protection Act	Support

### H.R. 7944 (Curtis – R-UT) Water Systems PFAS Liability Protection Act

The U.S. Environmental Protection Agency (USEPA) recently finalized a rule to impose CERCLA liability through the designation of PFAS chemicals as hazardous substances. The entities responsible for the PFAS pollution could attempt to unfairly shift the liability for the cost of contamination from themselves onto innocent water agencies like OCWD—and ultimately citizen ratepayers—in contravention of the spirit of CERCLA. Water systems need Congress’s help to prevent this. Consistent with the OCWD 2024 legislative platform, in February, OCWD sent a support letter for legislation that provides the water industry with an exemption from CERCLA liability as PFAS is now listed as a hazardous substance, “S. 1430 (Lummis R-WY) The Water Systems PFAS Liability Protection Act.”



H.R. 7944 (Curtis – R-UT) is legislation that mirrors S. 1430. It is unknown if the Senate or House bill would prevail; therefore, it is recommended that OCWD take a support position on H.R. 7944.

### PFAS Funding & Liability Protection

- OCWD and retail water agencies will apply for Congresswoman Steel's Community Project Funding (Earmark) for PFAS cleanup as the application process just opened.
- In March, OCWD applied for Federal Community Project Funding (Earmark) funding of \$5 million for PFAS cleanup projects from Senators Padilla and Butler and Congresswoman Kim. The City of Santa Ana applied for funding for PFAS cleanup from Congressman Correa which OCWD staff supported. Also, support letters were gained for OCWD's Producers, Orange County Senators and Assembly Members. Per the guidelines, typical awards are from \$1 to \$2 million, and the maximum "ask" allowed is \$5 million.
- In March, the Environment and Public Works Committee had a hearing to allow committee members to hear about the concerns surrounding CERCLA liability for passive receivers if EPA designates PFAS as a hazardous substance. OCWD submitted written testimony. Please see "ENR Resources April Update" for additional information.
- In February, consistent with the OCWD 2024 legislative platform, OCWD sent a support letter for legislation that provides the water industry with an exemption from CERCLA liability if PFAS is listed as a hazardous substance; please see attached letter "S. 1430 (Lummis R-WY) The Water Systems PFAS Liability Protection Act – Support."

### **ACTIVITIES**

- February 26 OCWD and ACWA President, Cathy Green, led the ACWA Washington D.C. conference and clearly conveyed the impact of PFAS cleanup costs to OCWD, advocated for funding and an exemption from CERCLA liability, among other topics
- January 25 Staff of U.S. Senator Laphonza Butler, Chesna Foord, toured the GWRS and was briefed by Alicia Harasty

### **UPCOMING ACTIVITIES**

In May, OCWD Board President Cathy Green, General Manager John Kennedy and staff will visit Washington D.C. to advocate for OCWD federal priorities and funding requests.



## AGENDA ITEM SUBMITTAL

**Meeting Date:** May 15, 2024

**To:** Board of Directors

**From:** John Kennedy

**Staff Contact:** C. Olsen/F. Almario

**Budgeted:** Yes

**Budgeted Amount:** \$27,062,085

**Cost Estimate:** \$32,716,975

**Funding Source:** WIFIA

**Program/Line Item No.:** C19011

**General Counsel Approval:** Yes

**Engineers Report:** Completed

**CEQA Compliance:** Cat. Ex.

**Subject: CONTRACT NO. TUS-2022-1: CHANGE ORDER RATIFICATION AND BUDGET INCREASE**

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### SUMMARY

Construction of the PFAS water treatment plant at the city of Tustin Main Street Plant is underway. Staff recommends ratifying change order number 5 for \$172,580 which was previously approved under the General Managers authority. Additionally, due to significant changes in the field conditions in the pipeline construction phase of the project, staff recommends authorizing the General Manager to negotiate a new change order number 6 for an amount not to exceed \$5.5 million and increasing the project budget by \$5.6 million.

Attachment: Presentation

### RECOMMENDATIONS

1. Ratify issuance of change order number 5
2. Increase project budget by \$5,654,890 for a total Project budget in the amount of \$32,716,975.
3. Authorize General Manager to execute change order number 6 for an amount not to exceed \$5.5 million for the additional cost to construct the pipeline.

### BACKGROUND/ANALYSIS

Construction of the PFAS water treatment plant at the city of Tustin Main Street Plant is underway. The project generally includes four Ion Exchange (IX) vessel systems for four wells (Vandenberg, Columbus, Pasadena and Beneta) at a centralized treatment plant, construction of new pipeline to convey water from the well sites to the new PFAS treatment system located at the Main Plant, a new section of distribution piping from the Main Plant, replacement of an existing nitrate treatment system and upgraded booster pumps to handle the additional flows. There has been one change order issued since the last ratification of change orders 1-4.

Below is a summary of the change order no. 5:

- Additional costs associated with relocation of emergency generator automatic transfer switch, modification to booster station to accommodate larger pipe penetration, installation of new electrical components for existing flowmeter, and additional stormwater catch basins (\$172,580).

Additionally, there have been unforeseen changed field conditions which have impacted the pipeline phase of this project. The approximately 13,000-feet of pipeline is generally located in or around the Old Town Tustin area. The public right-of -ways in this area contain congested underground utility corridors which include water, electricity, gas, sewer, storm drain, and telecommunications services.

During the design phase, Jacobs Engineering performed 50 potholes throughout the pipeline alignment to obtain data on both the location and elevation of existing utilities. This data, along with all available utility data from existing record drawings was used to design the alignment and profile of the new pipeline.

Upon mobilizing to the site, the pipeline contractor performed additional potholing to fill in any data gaps that may have not been fully captured during the design process. The contractor located additional utilities and utility crossings which were not reflected in the design. In total, approximately 100 additional potholes were dug along the entire pipeline alignment. The newly located utilities were either not captured in the design, not shown on the record drawings, or were in a different location than shown on the record drawings.

This new data prompted a re-design for the majority of the pipeline alignment. The most significant impact was on the total depth of the pipeline excavation. The original design showed the top of the pipeline at approximately 3-feet below ground surface. Due to many new utility conflicts, segments of the pipeline are now required to be approximately 6 to 15-feet below ground surface to clear existing utilities. This additional depth will require larger equipment to excavate the trenches, increased volume of spoils for disposal, additional trench shoring, and additional volume of backfill material. Also, due to the vertical alignment offsets, a cement slurry backfill will now be required where mechanical compaction is not feasible. Staff and project construction manager (Butier Engineering) are currently developing the cost to construct the pipeline based on the re-design, but latest estimates confirm an additional \$5.5 million is needed to construct the pipeline. Staff recommends authorizing the General Manager to execute a change order for an amount not to exceed \$5.5 million for the additional pipeline construction cost.

The approximate increases in pipe depth and materials are summarized in Table 1 below:

Description	% Increase Over Design
Pipe Length	0%
Pipe Trench Depth	100% - 400%
Spoils Excavation and Disposal	60%
Crushed Base Backfill	55%
Cement Slurry Backfill	125%

The budget for the city of Tustin PFAS Project is summarized in Table 2.

**Table 2: City of Tustin Treatment Budget Summary**

Description	Budget 11/2023	Proposed Budget 5/2023
<b>Design, Construction Management, Permitting</b>		
Design and CM (Jacobs Engineering)	\$2,216,000	\$2,272,041
CM (Butier)	\$652,488	\$652,488
Permitting, Reimbursements, Advertising	\$88,690	\$15,000
<b>Construction</b>		
Contract TUS-2022-1	\$19,771,700	\$20,430,522
Change orders 1-4 (3.3% of contract)	\$658,822	
Change order 5 (0.4% of contract)		\$172,580
Revised pipeline construction – change order 6		\$5,500,000
Subtotal Contract TUS-2022-1	\$20,430,522	\$26,103,102
Treatment Vessels (Evoqua)	\$1,608,000	\$1,608,000
IX Resin (Evoqua)	\$1,077,800	\$1,077,800
<b>Project Contingency</b>	\$988,585	\$988,585
<b>Total Project Budget:</b>	<b>\$27,277,016</b>	<b>\$32,716,975</b>

**PRIOR RELEVANT BOARD ACTION(S)**

11/1/23, R23-11-147: Authoring Issuance of Agreement to Butier Inc. For Construction Management and Inspection Services and Increasing Budget.

12/21/22, R21-12-174: Awarding Contract No. Tus-2022-1 City of Tustin Pfas Treatment System And Influent Conveyance Project To Caliagua Inc.

6/15/22, R22-6-79: Contract No. TUS-2022-1 City of Tustin Pfas Treatment System and Influent Conveyance Project: Engineers Report, Categorical Exemption, and Notice Inviting Bids.

5/19/21, R21-5-79: Issuance of Amendment No. 3 to Agreement No. 1423 with Aqueous Vets for PFAS Vessel System Design Modifications and Steel Price Increases, for an amount not to exceed \$208,313; and Amendment No. 4 to Agreement No. 1434 with Evoqua for PFAS Vessel System Pressure Rating Increase and Steel Price Increases, for an additional amount not to exceed \$131,854 are authorized.

10/21/20, R20-10-135: Issuance of Amendment No. 1 to Agreement No. 1422 with Aqueous Vets, for an amount not to exceed \$306,338 and Issuance of Amendment No. 2 to Agreement No. 1423 with Evoqua, for an amount not to exceed \$533,593 is authorized to modify 55 treatment vessel systems (110 vessels) to meet State Water Resources Control Board, Division of Drinking Water (DDW) requirements.

5/6/20, R20-5-56: The following agreements are authorized for the purchase of PFAS treatment pressure vessel systems: Agreement to Aqueous Vets for the purchase of 25 systems for a price not to exceed \$8,159,052 and Agreement to Evoqua and for the purchase of 30 systems for a price not to exceed \$11,020,220; and, upon approval as to form by District General Counsel, execution of such agreements by the District officers is authorized.

1/22/20, R20-1-13: Issuance of a Request for Quotes to pre-purchase up to 150 PFAS treatment vessels; Issuance of a Request for Proposals for on-call consultants to prepare PFAS Treatment System designs; Execution of PFAS treatment system professional services agreements for design services with the highest ranked consultants; and Establishment of a project design budget of \$10,000,000.

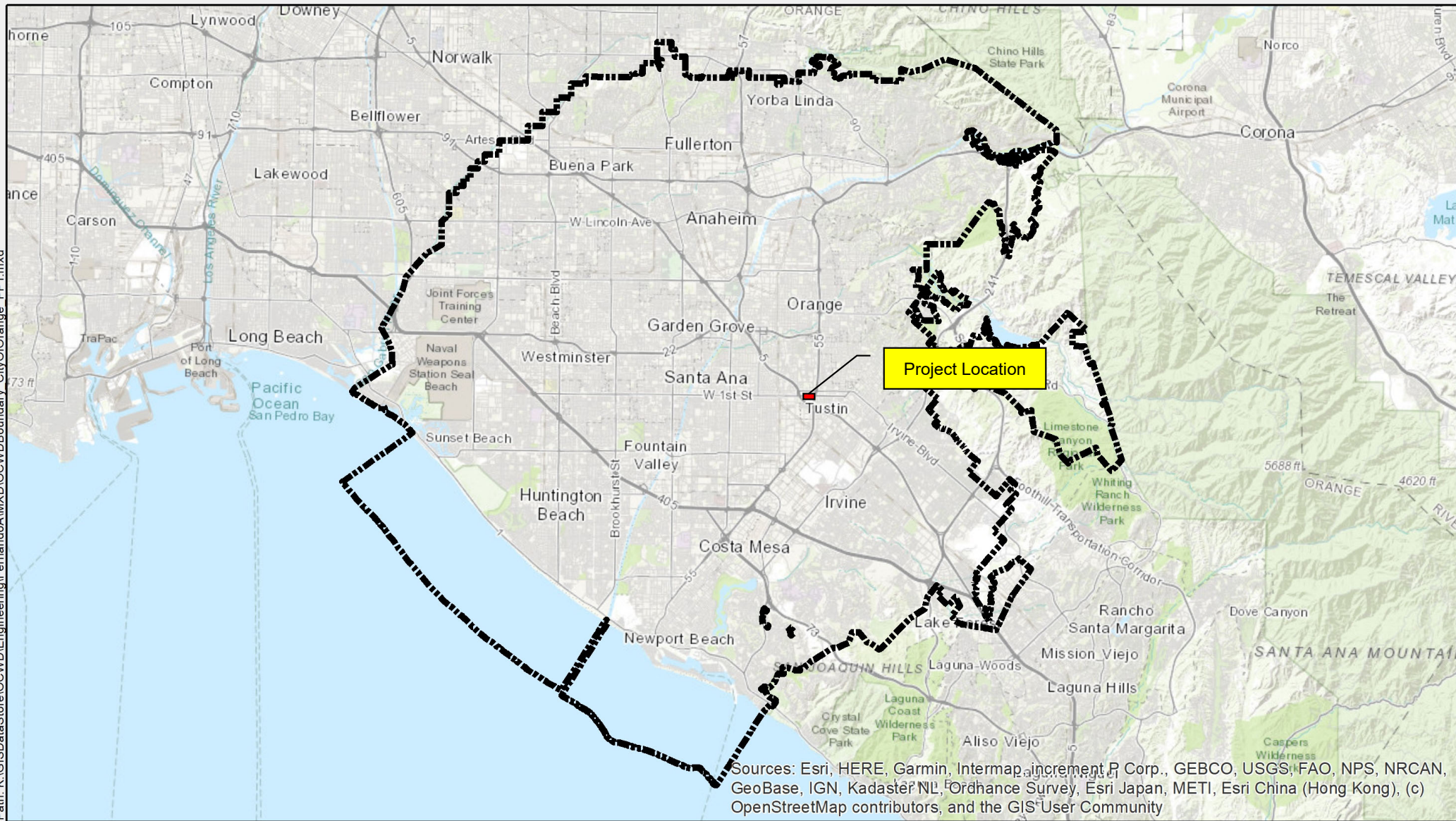


# City of Tustin PFAS Treatment System and Influent Conveyance Project

Chris Olsen  
Executive Director of Engineering and Water Resources

May 15, 2024

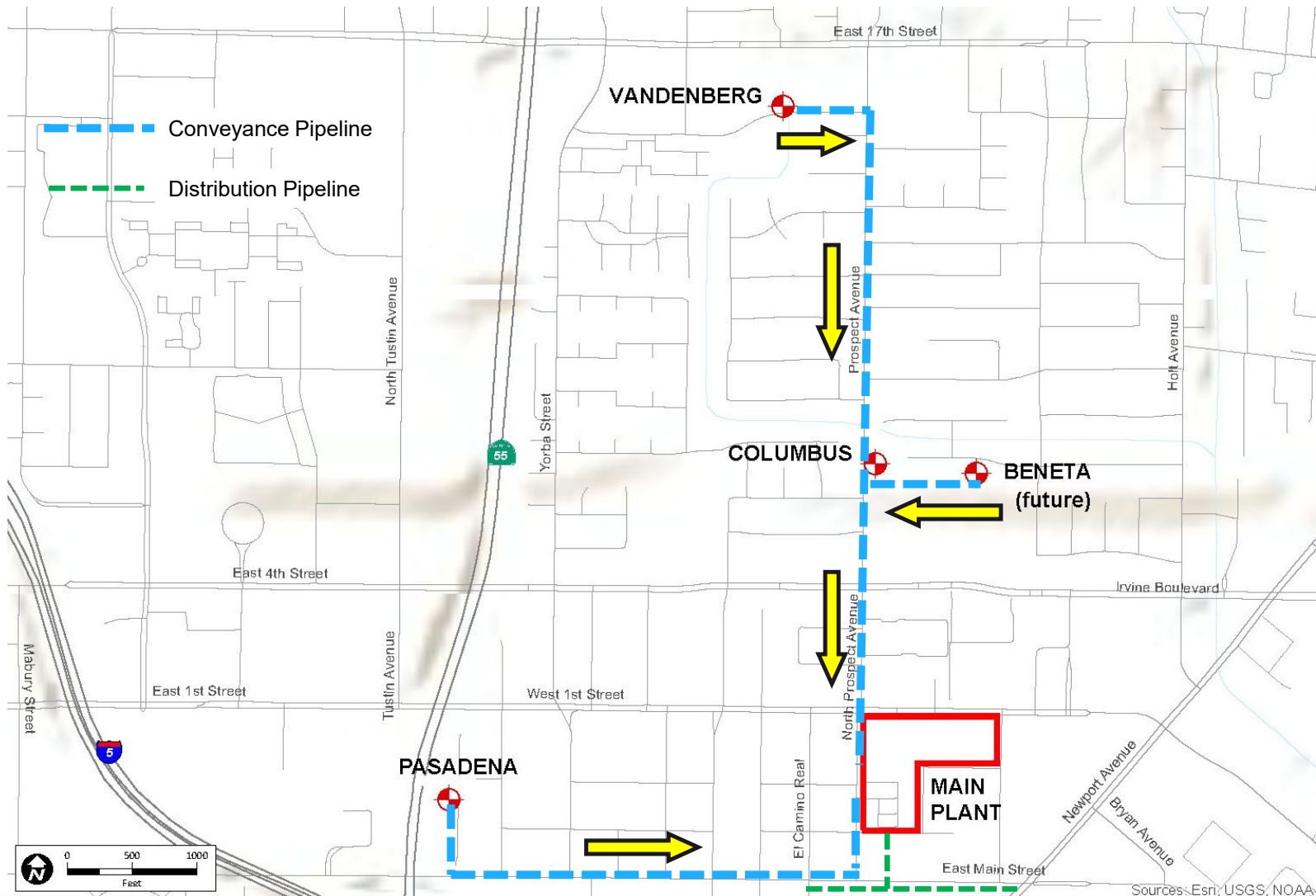


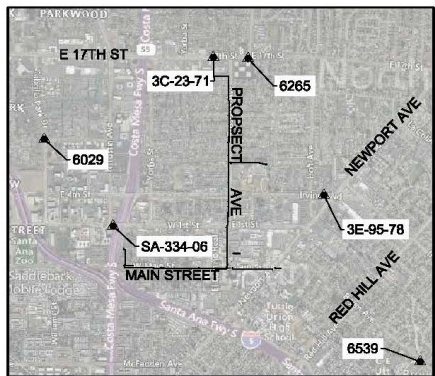
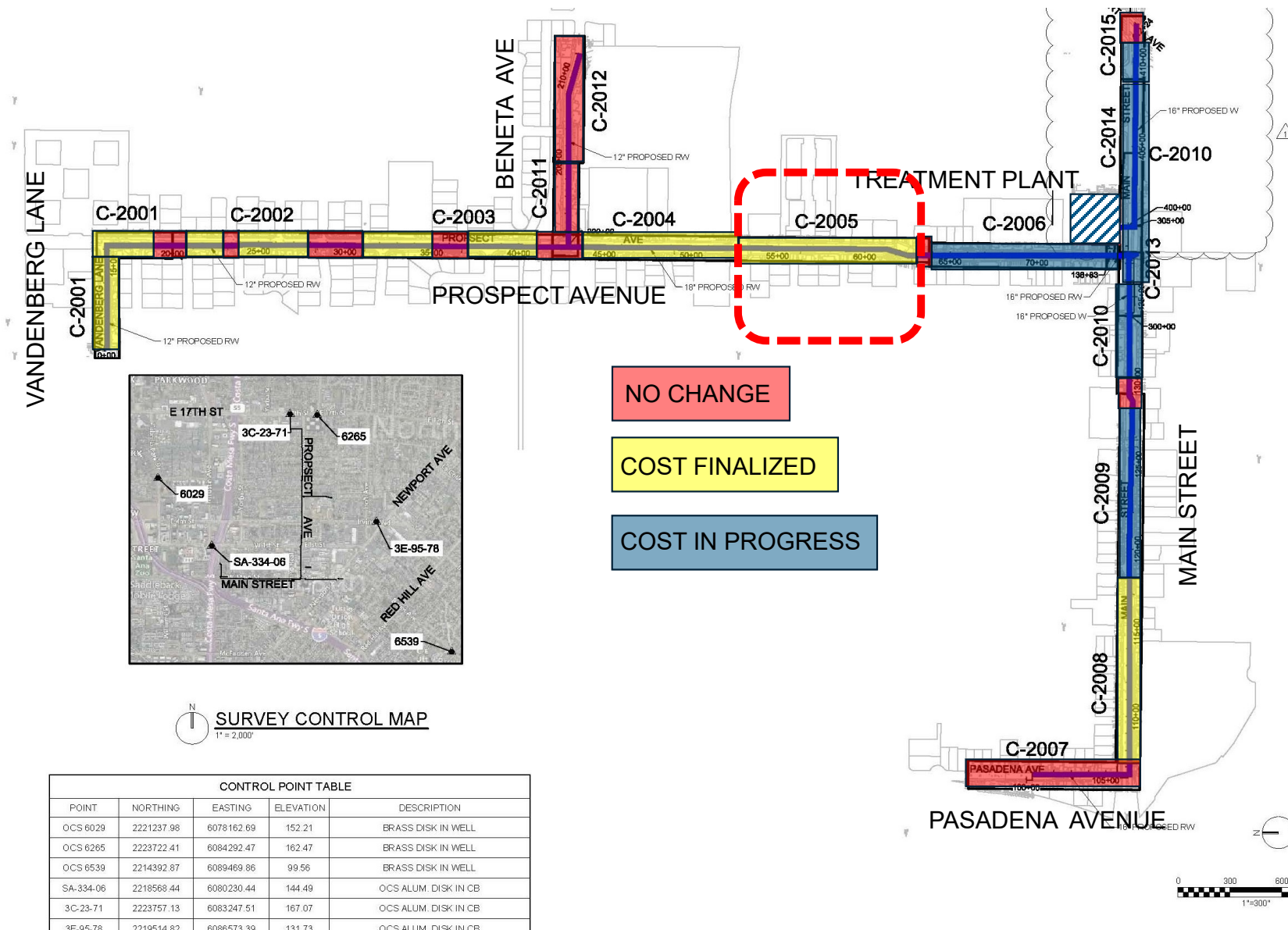


Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



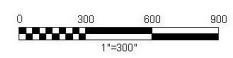






**SURVEY CONTROL MAP**  
1" = 2,000'

CONTROL POINT TABLE				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
OCS 6029	2221237.98	6078162.69	152.21	BRASS DISK IN WELL
OCS 6265	2223722.41	6084292.47	162.47	BRASS DISK IN WELL
OCS 6539	2214392.87	6089469.86	99.56	BRASS DISK IN WELL
SA-334-06	2218568.44	6080230.44	144.49	OCS ALUM. DISK IN CB
3C-23-71	2223757.13	6083247.51	167.07	OCS ALUM. DISK IN CB
3E-95-78	2219514.82	6086573.39	131.73	OCS ALUM. DISK IN CB



**Jacobs**

INFLUENT & EFFLUENT PIPELINE

**OVERALL INFLUENT PIPELINE SITE & KEY PLAN**

2800 Michelson Drive, Suite 600  
Irvine, California 92612  
Phone: (949) 224-7500

PFAS Treatment & Influent Conveyance Design  
Tustin, California  
Orange County Water District (OCWD)  
Fountain Valley, California

AS SHOWN	DATE	08/25/2022
VERIFY SCALE	PROJ	W6Y31900
BAR IS ONE INCH ON ORIGINAL DRAWING	DWG	005-C-0001
	SHEET	11 of 116

DESIGN: G. INOUBENI

DR: M. LAVA

CHK: T. MATSUURA

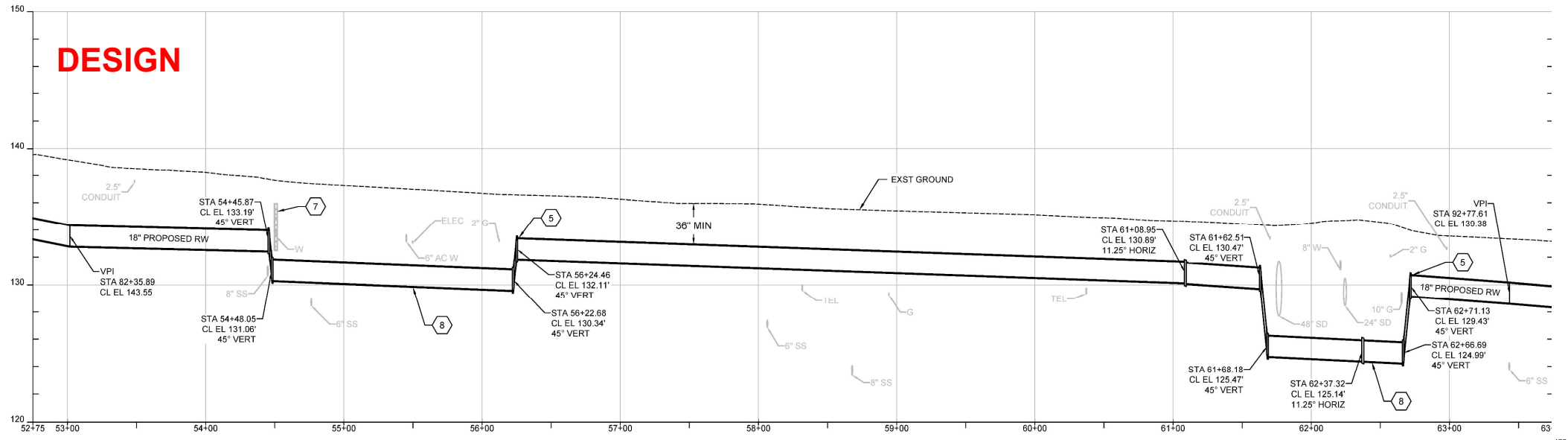
APPROVED: C. OJIAN

NO. DATE

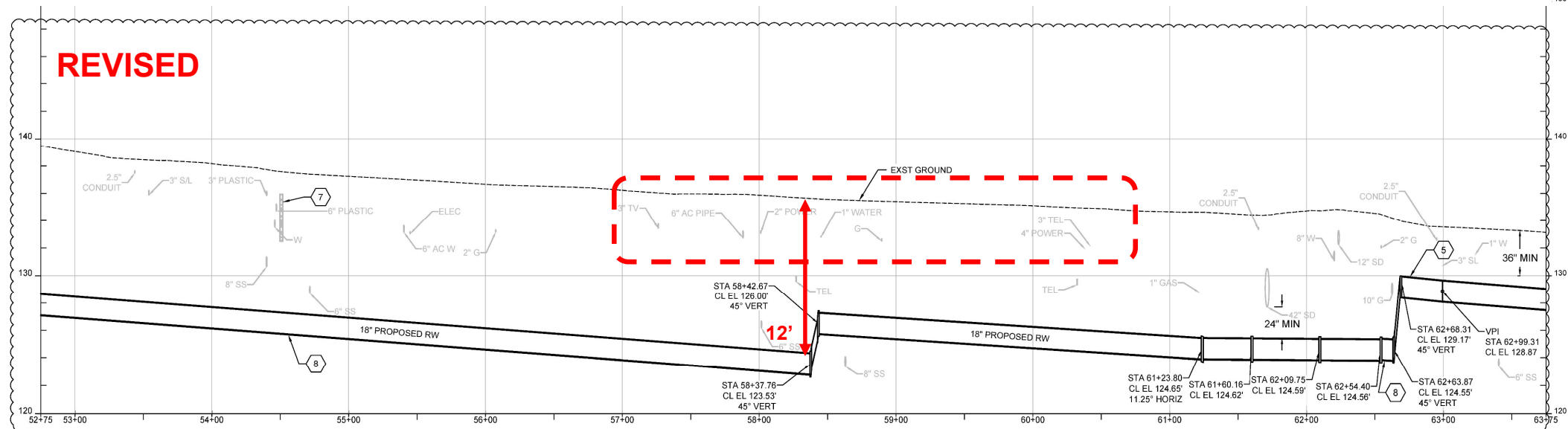
REVISION

BY

# DESIGN



# REVISED



# Pipeline Alignment Conflicts

- Design Phase: 50 potholes and 18 manholes measured for invert elevations; review of all available record drawings.
- Construction Phase: 100 additional potholes.
- Newly located utilities not captured in design, not shown on record drawings, or located in different location than shown on record drawings.
- Additional utilities significantly impacts burial depth of pipeline.
- Cost Impact: \$5.5M (refining number with construction manager – Butier Engineering)

Description	% Increase Over Design
Pipe Length	0%
Pipe Trench Depth	100% - 400%
Spoils Excavation and Disposal	+ 60%
Crushed Base Backfill	+ 55%
Cement Slurry Backfill	+ 125%

Description	Budget 11/2023	Proposed Budget 5/2024
<b>Design, Construction Management, Permitting</b>		
Design and CM (Jacobs Engineering)	\$ 2,216,000	\$ 2,272,041
CM (Butier)	\$ 652,488	\$ 652,488
Permitting, Reimbursements, Advertising	\$ 88,690	\$ 15,000
<b>Construction</b>		
Contract TUS-2022-1	\$ 17,771,700	\$ 20,430,522
Change orders 1-4 (3.3% of contract)	\$ 658,822	
Change order 5 (0.4% of contract)		\$ 172,580
Revised pipeline construction		\$ 5,500,000
Subtotal Contract TUS-2022-1	\$ 20,430,522	\$ 26,103,102
IX Vessel Systems (4 Systems)	\$ 1,608,000	\$ 1,608,000
IX Resin	\$ 1,077,800	\$ 1,077,800
<b>Project Contingency</b>	\$ 988,585	\$ 988,585
<b>Total Project Budget</b>	<b>\$ 27,277,016</b>	<b>\$ 32,716,975</b>

# Staff Recommendation

1. Ratify issuance of Change Order No. 5;
2. Increase project budget by \$5,654,890 for a total project budget in the amount of \$32,716,975;
3. Authorize General Manager to execute change order for an amount not to exceed \$5.5 million for the additional cost to construct the pipeline.

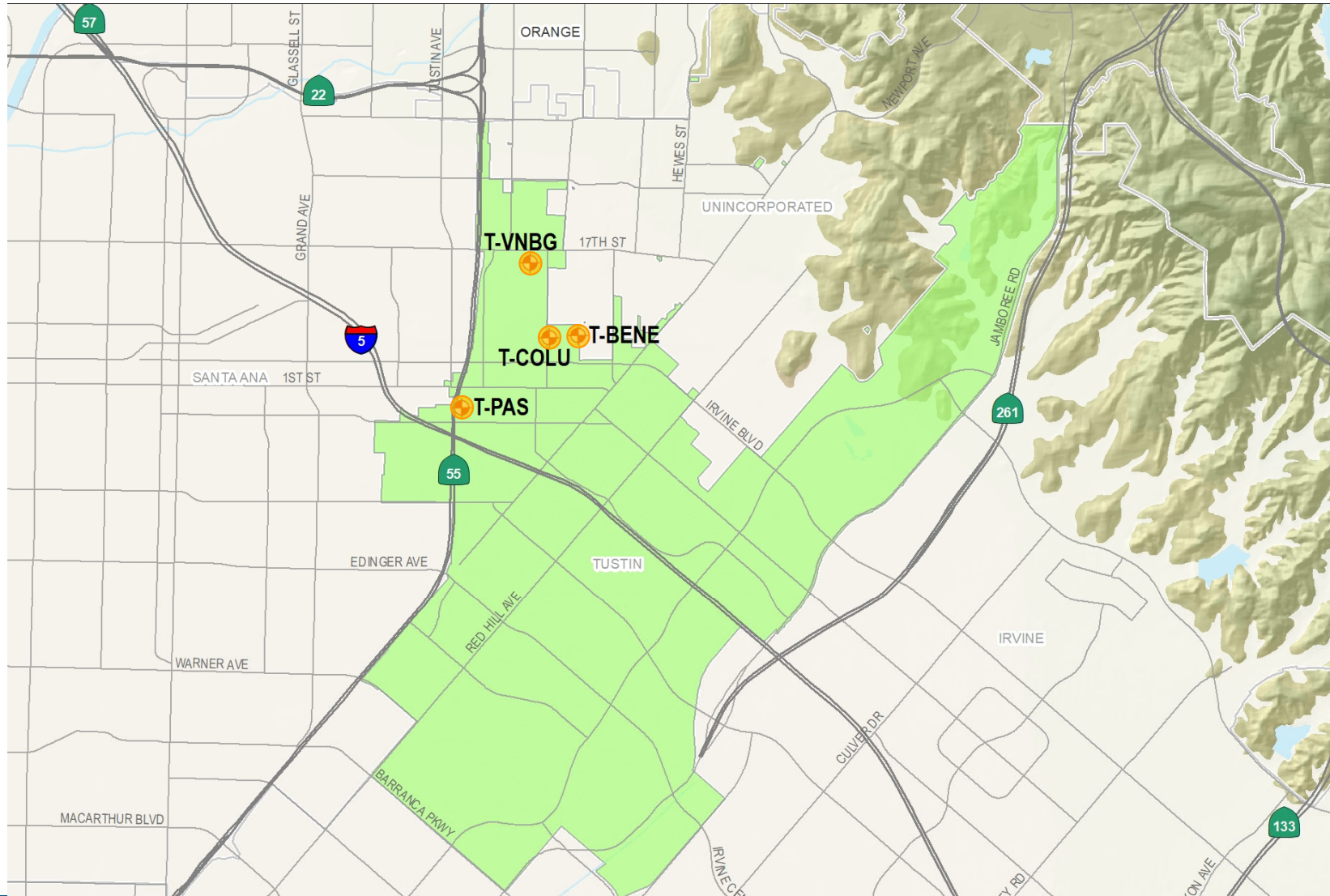
# Questions?

Orange County Water District  
18700 Ward Street, Fountain Valley, CA 92708  
(714) 378-3200  
colsen@ocwd.com  
www.OCWD.com

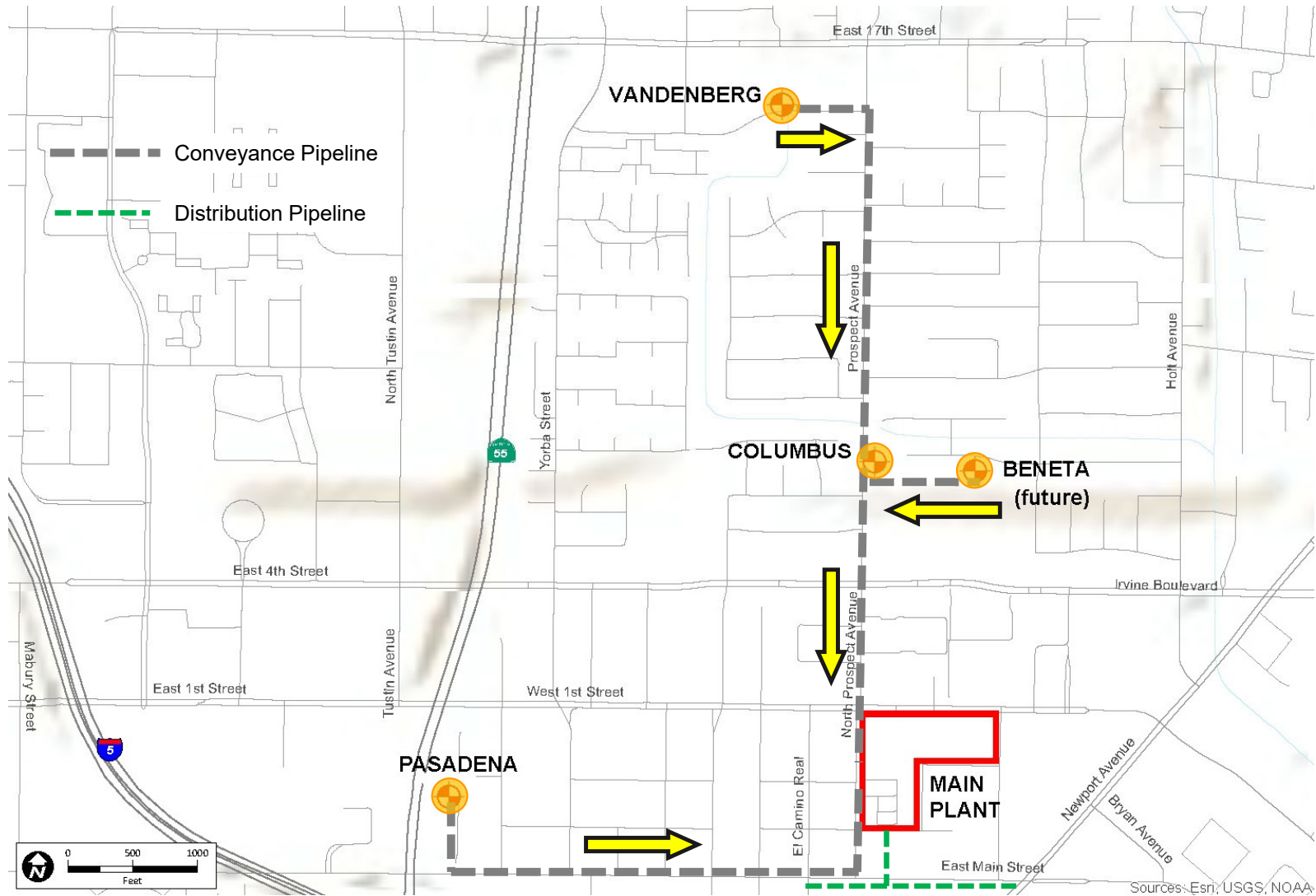
@OCWaterDistrict







## Tustin Wells





## AGENDA ITEM SUBMITTAL

**Meeting Date:** May 15, 2024

**To:** Board of Directors

**From:** John Kennedy

**Staff Contact:** R. Herndon

**Budgeted:** N/A

**Budgeted Amount:** N/A

**Cost Estimate:** N/A

**Funding Source:** N/A

**Program/ Line Item No.:** N/A

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject:** ANNUAL SANTA ANA RIVER WATERMASTER REPORT

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### SUMMARY

The Santa Ana River Watermaster completed its annual report that contains the river flow findings for the 2022-23 water year ending September 30, as required by the 1969 Judgment.

Attachment: Presentation slides

### RECOMMENDATIONS

Informational

### BACKGROUND/ANALYSIS

The Santa Ana River Watermaster has prepared and published its 2022-23 Santa Ana River Watermaster Report in accordance with the 1969 Judgment. The report is available electronically upon request.

San Bernardino rainfall was 25.97 inches in 2022-23, which was the highest since 2004-05. The Watermaster determined that the annual Base Flow volume for the Santa Ana River at Prado Dam was 89,199 acre-feet, and the Adjusted Base Flow (adjusted for water quality) was 114,918 acre-feet. Base Flow was approximately 33 percent more than in the previous year, in large part due to the high rainfall, and continued to track with the wastewater discharges in the upper watershed.

Under the Judgment, the minimum annual Base Flow obligation of the upstream agencies is 34,000 acre-feet at Prado, given that there is a cumulative credit.

### PRIOR RELEVANT BOARD ACTION(S)

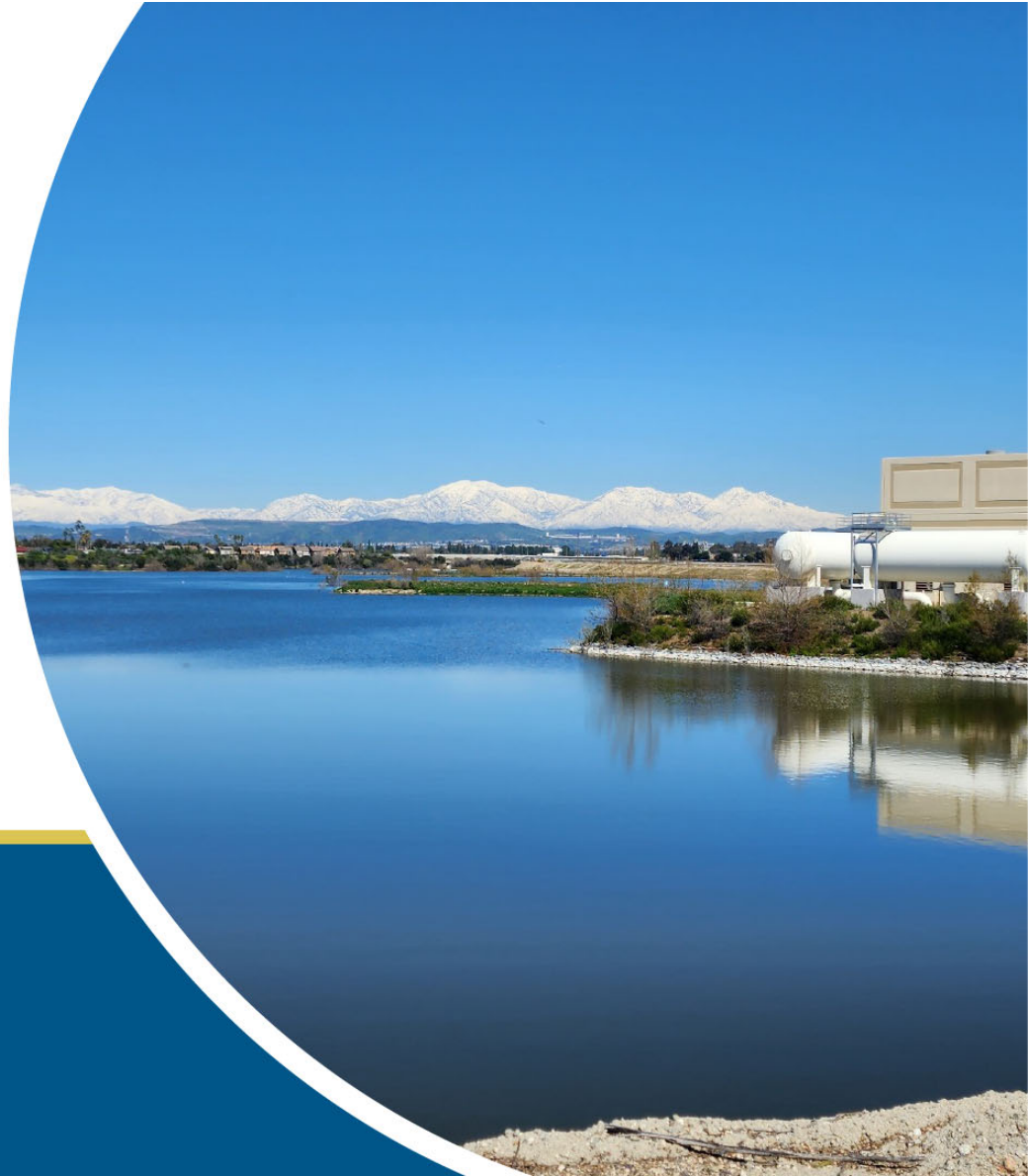
N/A



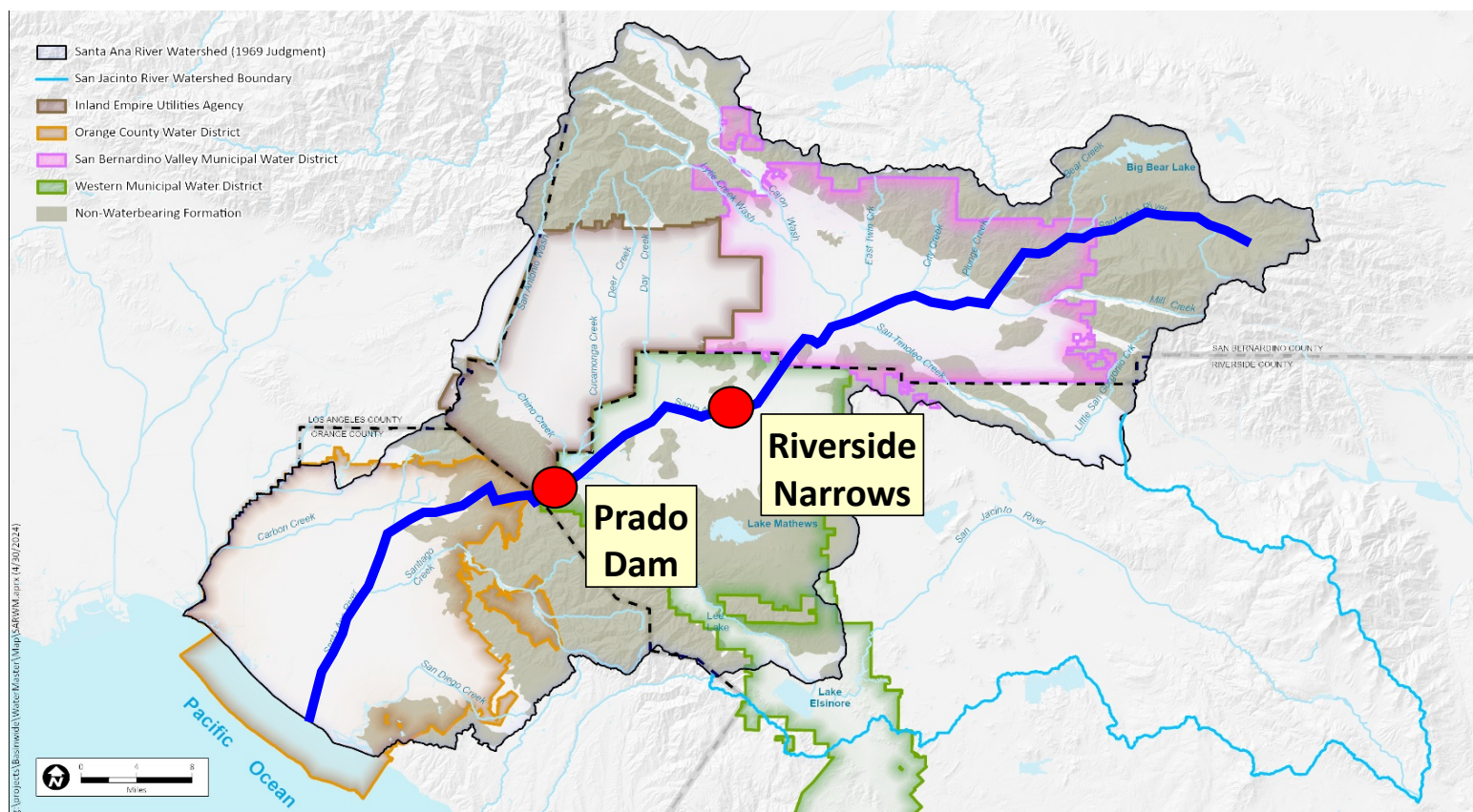
# **53<sup>rd</sup> Annual Report Santa Ana River Watermaster**

For Water Year  
October 1, 2022 – September 30, 2023

Board of Directors  
May 15, 2024

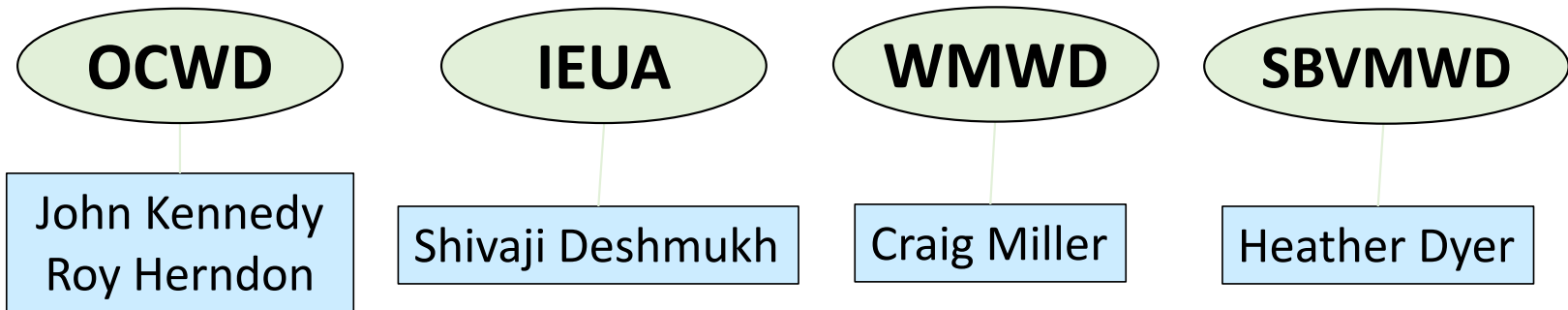


# The 1969 Judgment requires minimum base flows at two key stream gages on the Santa Ana River



# The Judgment created a Watermaster Committee

- Nominated by four water agencies
- Appointed by Court to administer Judgment provisions



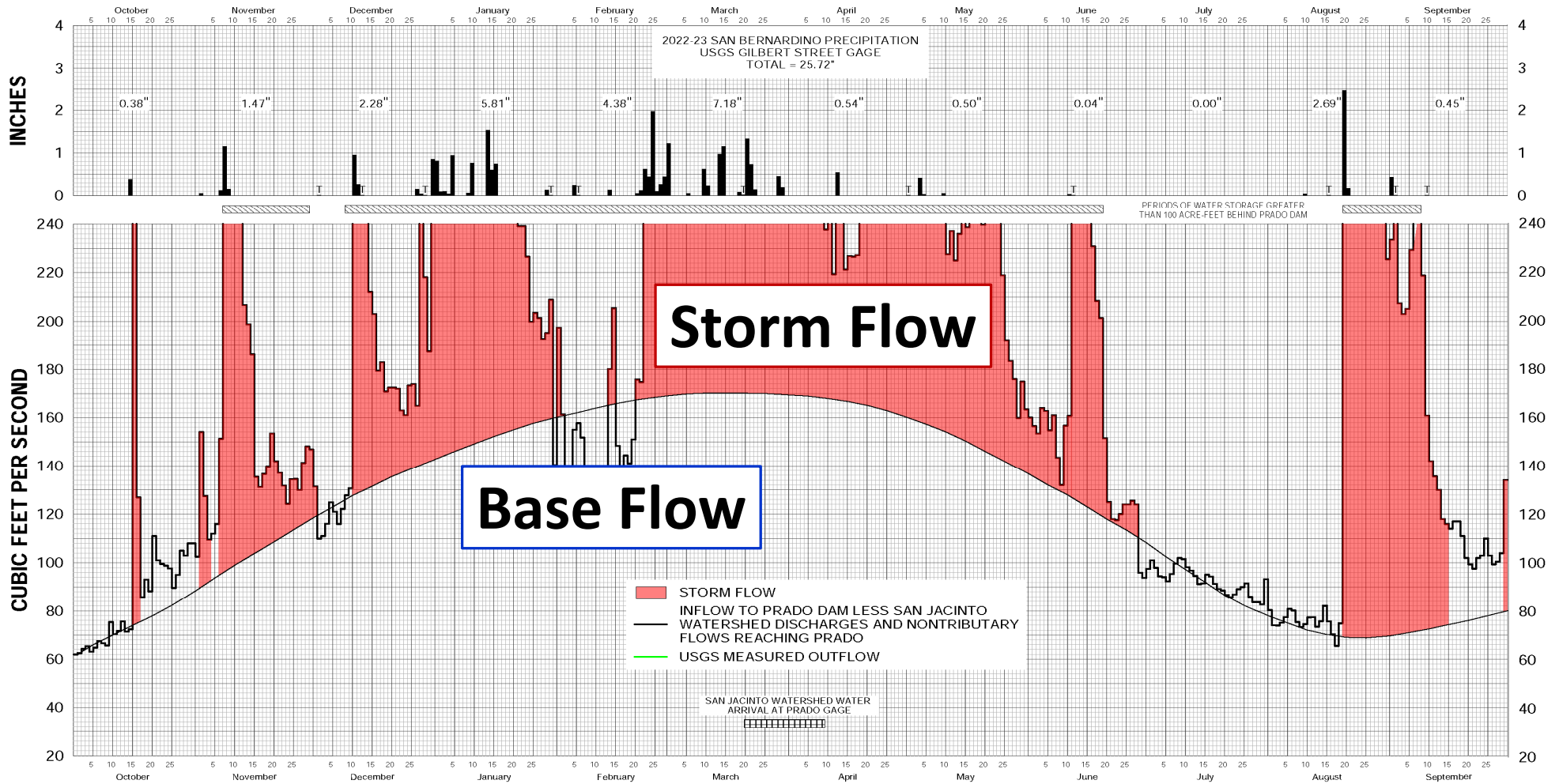
# Watermaster Duties

- Maintain a continuous accounting and report findings for each water year
- Water year is October 1 – September 30
- Publish and submit annual report to Court and parties





# River flow hydrograph below Prado Dam

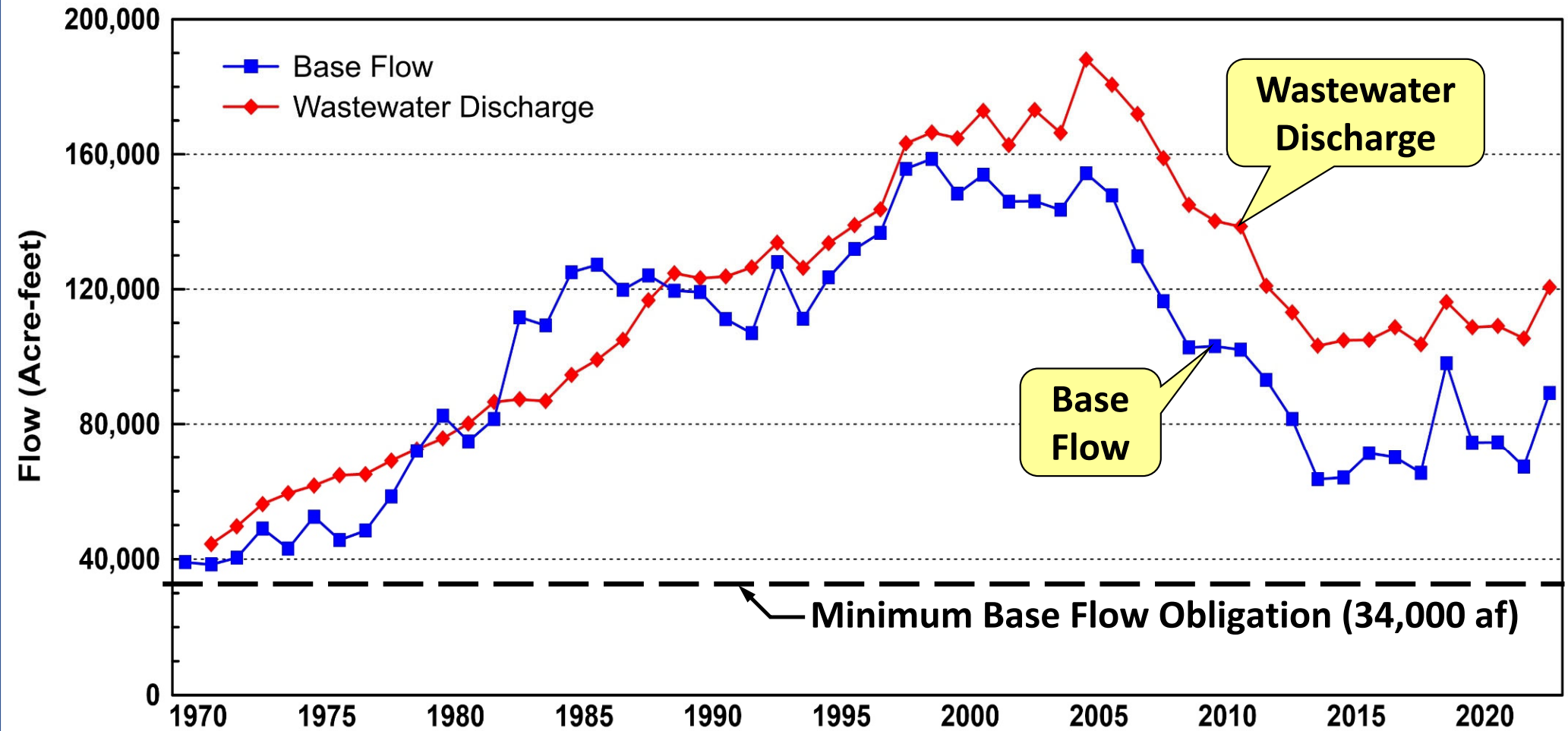


**DISCHARGE OF THE SANTA ANA RIVER AT PRADO DAM & SAN BERNARDINO PRECIPITATION WATER YEAR 2022-23**

# Santa Ana River Watermaster Findings at Prado

	2021-22*	2022-23*
San Bernardino Precip. (in)	10.99	25.72
Outflow from Prado (af)	118,370	312,263
Base Flow (af)	67,197	89,199
Weighted Avg. TDS of Base and Storm Flows (mg/L)	499	354
Adjusted Base Flow (af)	78,452	114,918
Cumulative Credit (af)	3,822,092	3,896,984

## Base Flow of the Santa Ana River at Prado Dam and Wastewater Discharge to the River



**End of Presentation**

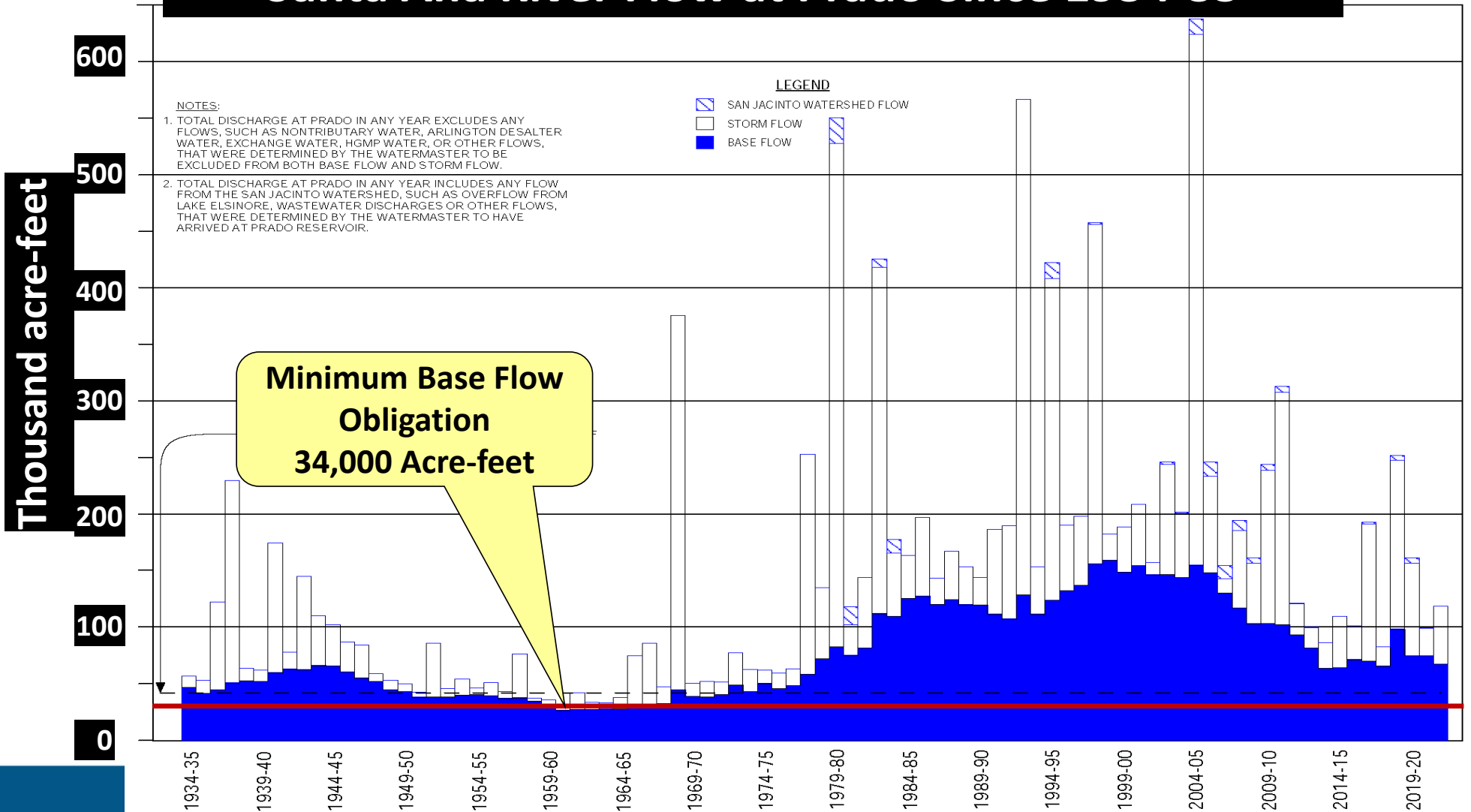
# OCWD v. City of Chino, et al.

- Filed in October 1963
- 2,500 defendants (Upper Area)
- 1,500 cross-defendants (Lower Area)
- Consolidation
  - Chino Municipal Water District (IEUA)
  - Western Municipal Water District
  - San Bernardino Valley Municipal Water District
  - Orange County Water District

# 1969 Stipulated Judgment

- Ended decades of legal battles regarding upstream and downstream (below Prado) water use
- Declared rights of entities in the Lower Area as against those in the Upper Area and provides a physical solution to satisfy those rights
- Effective date October 1, 1970

# Santa Ana River Flow at Prado Since 1934-35







# WATER RESOURCES SUMMARY

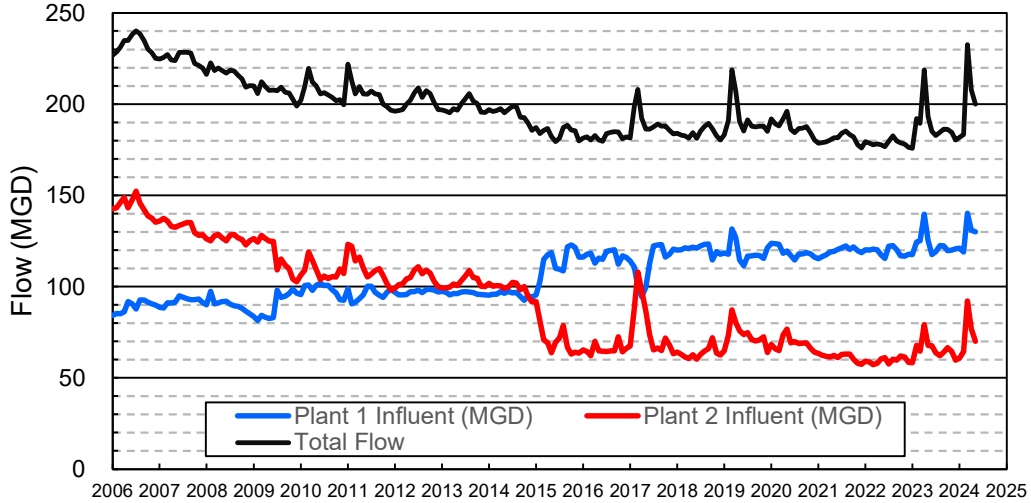
April 2024

INFLOWS & OUTFLOWS (acre-feet)	Total for Month	Year to Date - This Year    Last Year	
<b>BASIN SUPPLIES</b>			
Water Purchases from MWD (excludes In Lieu)	0	7	16,864
Water into MWD Storage Account (excludes In Lieu)	0	0	0
SAR & Santiago Creek Flows (accounts for storage to/from recharge facilities)	28,447	278,816	268,482
GWRS Water to Forebay	6,820	72,752	58,656
GWRS Water to Mid-Basin Injection Wells	606	5,875	6,226
GWRS Water to Talbert Barrier	1,127	14,534	16,865
OC-44 and F. Valley Water to Talbert Barrier	0	11	22
Alamitos Barrier Water	175	1,716	2,114
Incidental Recharge (estimated)	1,500	19,500	20,921
Evaporation from Recharge Basins	(429)	(3,233)	(2,503)
River Flow Lost to Ocean	<u>(3,856)</u>	<u>(117,292)</u>	<u>(141,263)</u>
Total Groundwater Recharge	34,390	272,686	246,383
<b>WATER PRODUCTION</b>			
Groundwater Production	21,382	224,707	197,192
MWD Storage Program Withdrawals	<u>0</u>	<u>0</u>	<u>0</u>
Total Groundwater Production	21,382	224,707	197,192
<b>BASIN BALANCE</b>			
Change in Groundwater Storage	13,008	47,979	49,191
Change in Groundwater Storage excluding MWD Stored Water	13,008	47,979	49,191
Accumulated Overdraft	-----	141,024	208,812
Accumulated Overdraft excluding MWD Storage	-----	141,024	208,812
<b>IN LIEU WATER</b>			
OCWD In Lieu Purchases (MWD Cyclic Storage)	0	0	0
MWD In Lieu Storage	<u>0</u>	<u>0</u>	<u>0</u>
Total In Lieu	0	0	0
<b>OTHER KEY INFORMATION</b>			
1. MWD Water Deliveries to Producers	2,850	47,169	77,447
2. Basin Production Percentage	88.2%	82.7%	71.8%
3. Total Water Demand	25,669	288,234	290,880
4. Total GWRS Production	8,555	93,202	81,802
5. Green Acres Project Water	220	2,432	2,738
6. SAR Water Quality			
- Total Dissolved Solids (TDS) of SAR below Prado Dam (ppm)	474	-----	422
- Total Nitrogen of SAR below Prado Dam (ppm)	2.6	-----	1.9
7. Month-End Water Storage Behind Prado Dam	14,067	-----	14,082
8. Month-End Water Storage in Recharge Facilities	24,303	-----	23,982
9. Water Storage Change in Recharge Facilities	444	3,053	13,106
10. Total Artificial Recharge	32,890	253,186	225,462
11. Monthly Mean Temperature at Santa Ana Fire Station (°F)	64.0	-----	62.7
12. Rainfall at FHQ (inches)	1.26	20.78	24.78

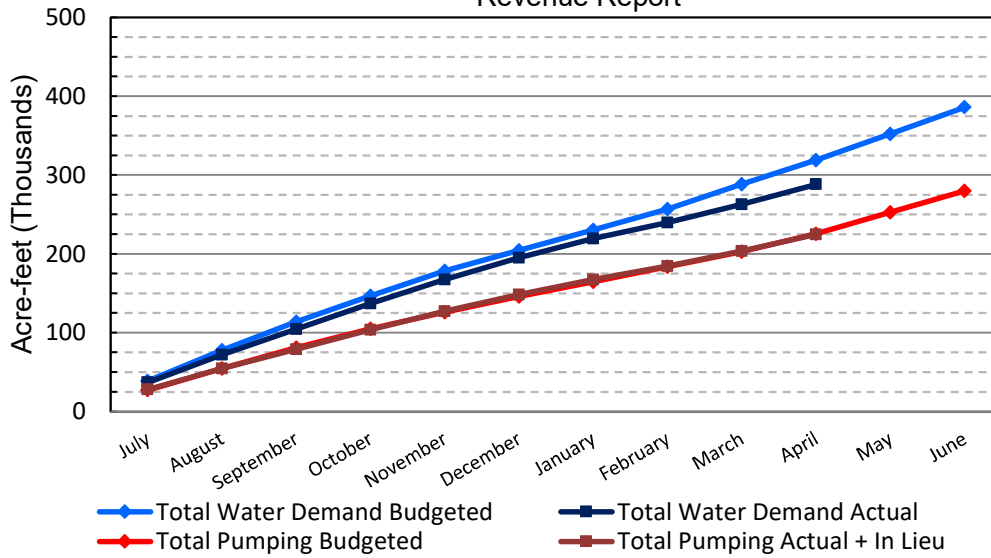
\*\*\* Note: Data are preliminary, subject to change

5/9/2024

### Orange County Sanitation District Influent Flows Report

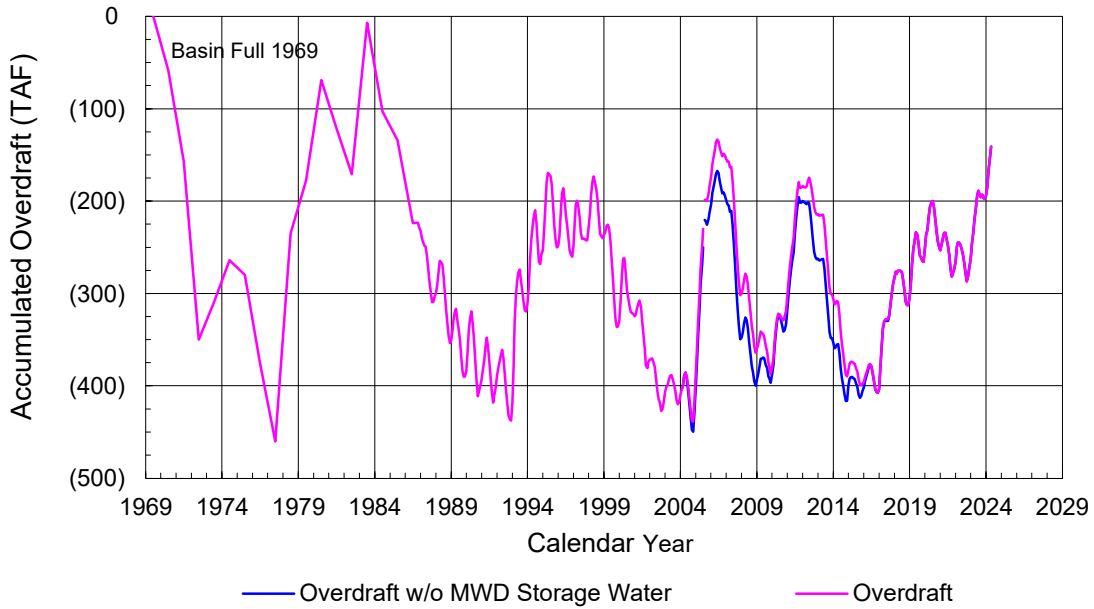


### 2023-24 Water Demands/Groundwater Pumping + In Lieu/RA Revenue Report

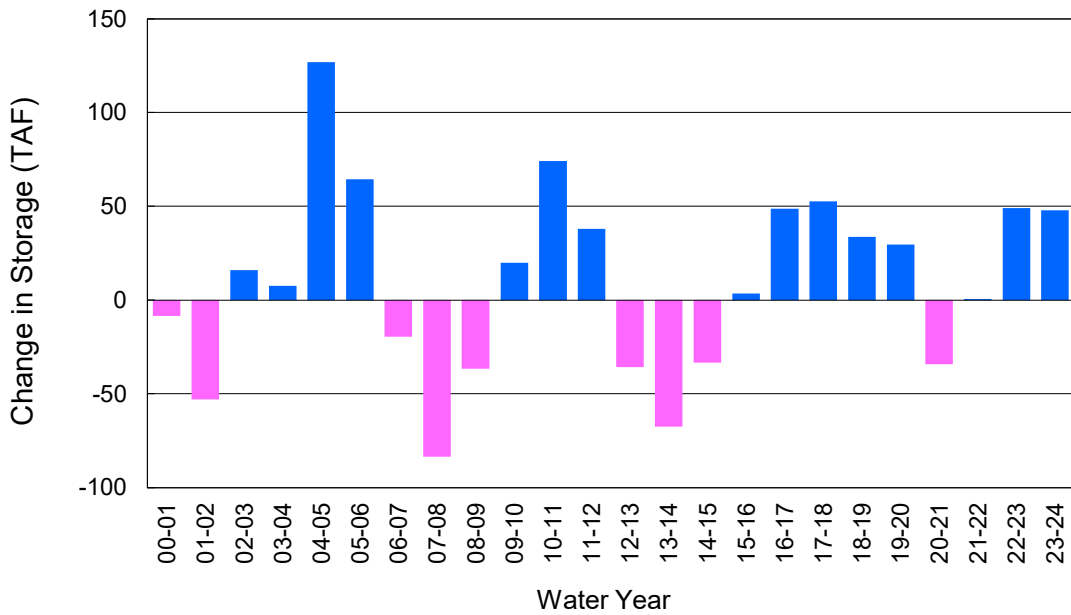


	Monthly		Accumulated Total for the Year			
	Budget	Actual	Budget	Actual	Difference	Percent
Total Water Demand	30,700	25,669	319,000	288,234	-30,766	90.36%
Total Pumping + In Lieu	22,600	21,382	225,500	224,707	-793	99.65%
RA Revenue	\$14,102,400	\$13,342,560	\$140,712,000	\$140,217,474	-\$494,526	99.65%

### Accumulated Overdraft



### YTD Change in Groundwater Storage in OCWD



## PRODUCERS WATER USAGE SUMMARY

**April 2024**

(AF except BPP)

WATER AGENCY	Ground-water (1)	In Lieu	Reclaimed Water	Total Import (2)	Total Demand	2023-24 YTD Demand	2022-23 YTD Demand	YTD % Diff Demand	APR 2024 BPP	2023-24 YTD BPP	2022-23 YTD BPP
Anaheim	3,409	0	0	903	4,312	43,408	42,971	101%	79.1%	58.4%	27.1%
Buena Park	855	0	0	0	855	9,610	9,786	98%	100.0%	93.3%	87.7%
East Orange County	2	0	0	40	42	602	614	98%	4.8%	1.2%	0.3%
Fountain Valley	572	0	65	0	637	7,291	7,174	102%	100.0%	100.0%	100.0%
Fullerton	956	0	0	251	1,207	16,051	17,011	94%	79.2%	76.7%	76.0%
Garden Grove	1,506	0	0	0	1,506	16,906	16,287	104%	100.0%	100.0%	77.7%
Golden State	1,043	0	0	409	1,452	16,742	16,508	101%	71.8%	64.4%	56.5%
West OC System	776	-	-	149	924	10,374	10,155	102%	na	na	na
East OC System	267	-	-	260	528	6,369	6,354	100%	na	na	na
Huntington Beach	1,442	0	0	238	1,680	19,195	19,282	100%	85.8%	86.0%	66.0%
Irvine Ranch	2,989	0	1,292	20	4,301	49,832	50,042	100%	99.3%	99.7%	99.7%
DRWF Clear	1,601	-	-	-	1,601	22,021	21,372	103%	na	na	na
DRWF Color	717	-	-	-	717	6,668	7,052	95%	na	na	na
Laguna Beach	0	0	0	180	180	2,396	2,463	na	0.0%	0.0%	18.3%
La Palma	113	0	0	0	113	1,314	1,330	99%	100.0%	100.0%	99.7%
Mesa Water (MW)	1,100	0	25	0	1,125	12,676	12,780	99%	100.0%	100.0%	99.9%
MW Clear	796	-	-	-	796	10,433	9,920	105%	na	na	na
MW Amber	304	-	-	-	304	1,727	2,266	76%	na	na	na
Newport Beach	859	0	21	167	1,047	10,258	10,865	94%	83.7%	78.5%	78.9%
Orange	1,514	0	0	107	1,621	18,761	18,915	99%	93.4%	88.3%	80.0%
OCWD (GAP)	110	0	0	0	110	1,344	1,198	112%	100.0%	100.0%	100.0%
Santa Ana	2,077	0	35	245	2,357	25,396	25,403	100%	89.4%	85.4%	71.1%
Seal Beach	161	0	0	69	229	2,415	2,288	106%	70.0%	96.9%	74.1%
Serrano	102	0	0	44	146	1,834	2,310	79%	69.6%	44.2%	65.4%
Tustin	533	0	0	150	683	7,896	7,885	100%	78.0%	72.8%	51.9%
Westminster	736	0	0	0	736	8,056	8,058	100%	100.0%	100.0%	97.3%
Yorba Linda	<u>1,051</u>	<u>0</u>	<u>0</u>	<u>23</u>	<u>1,074</u>	<u>13,537</u>	<u>13,545</u>	<u>100%</u>	<u>97.9%</u>	<u>87.6%</u>	<u>85.6%</u>
SUBTOTAL:	21,130	0	1,437	2,846	25,413	285,518	286,715	100%	88.2%	82.7%	71.8%
Other Producers (Est ~3% of Subtotal)	<u>253</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>256</u>	<u>2,716</u>	<u>4,164</u>	<u>65%</u>			
<b>TOTAL:</b>	<b>21,382</b>	<b>0</b>	<b>1,437</b>	<b>2,850</b>	<b>25,669</b>	<b>288,234</b>	<b>290,880</b>		<b>88.2%</b>	<b>82.7%</b>	<b>71.8%</b>
OCWD (Talbert Barrier)	0		1,127	0	1,127	14,545	16,887				
OCSD (GAP)	na		75	na	75	795	893				

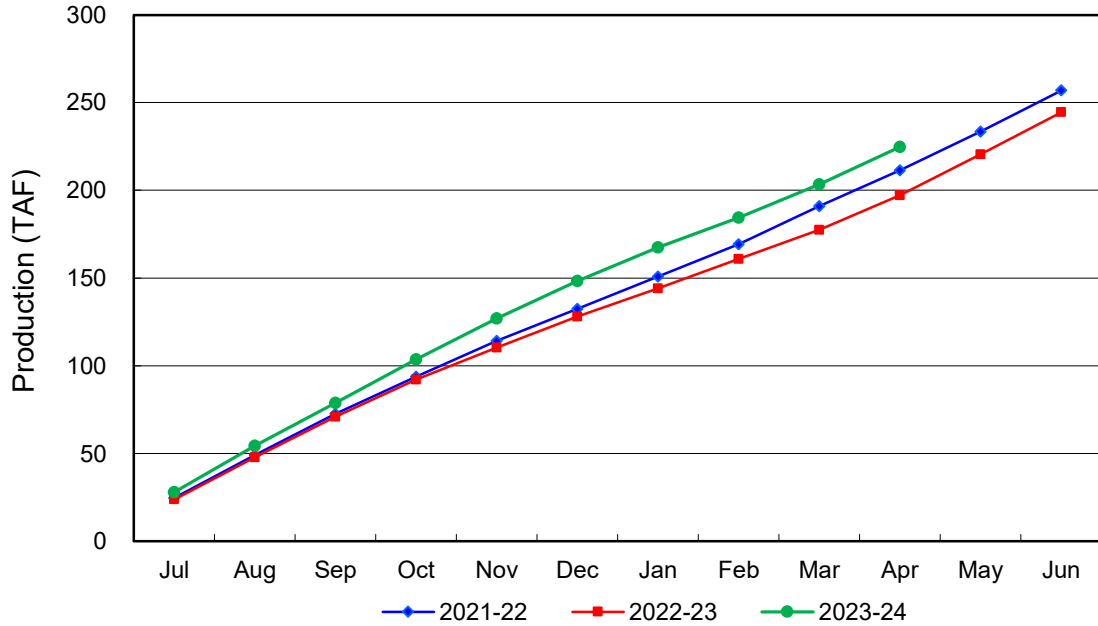
Estimated

(1) Excludes MWD CUP Withdrawals

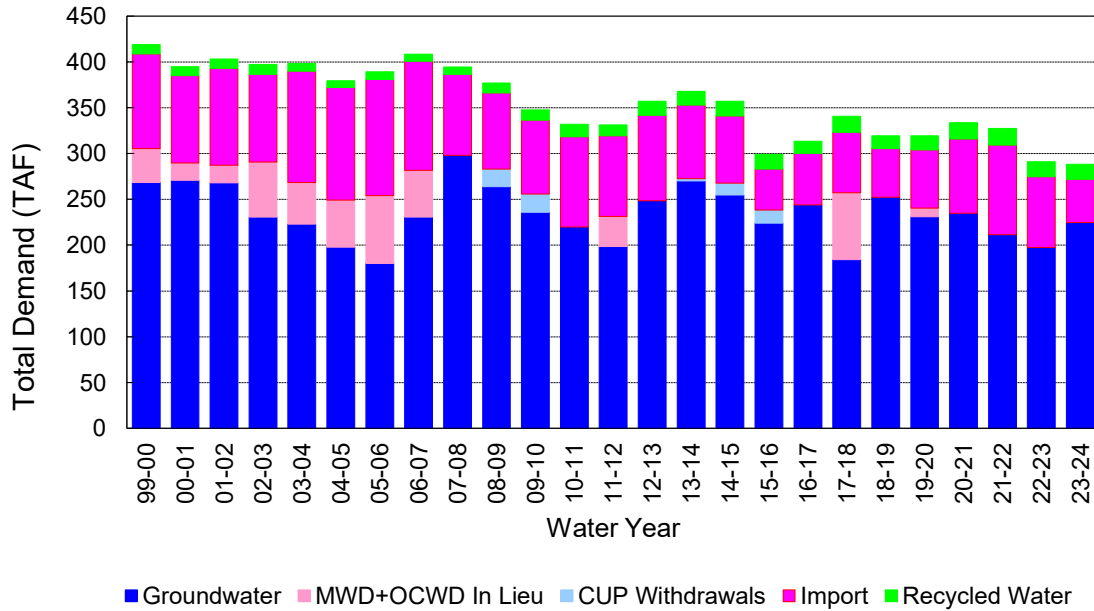
(2) Includes MWD CUP Withdrawals & In Lieu Water

5/9/2024 15:28

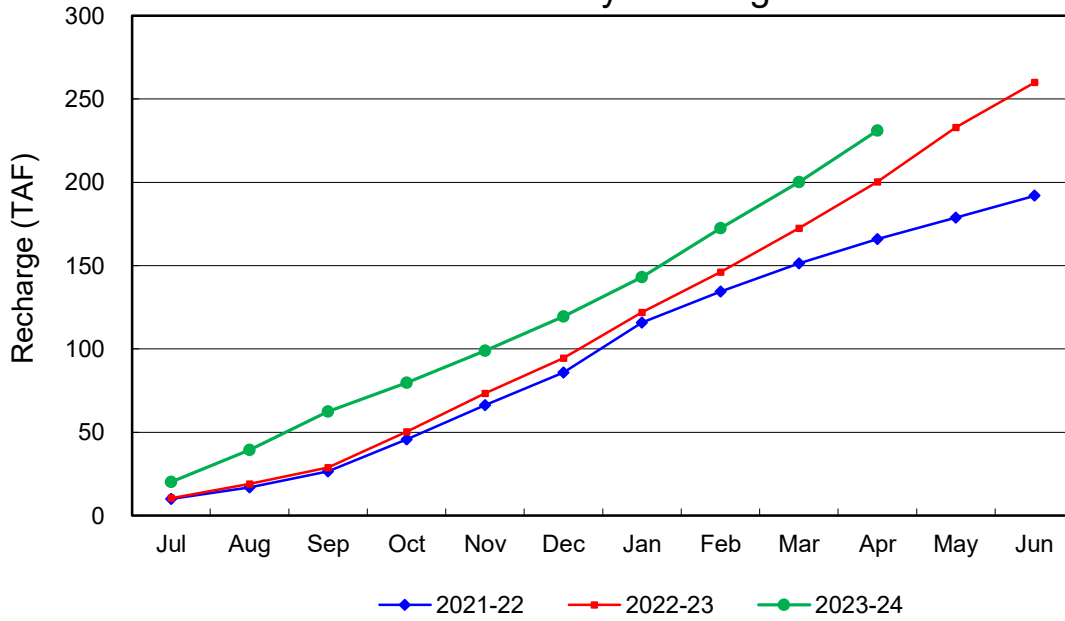
### Annual Groundwater Production



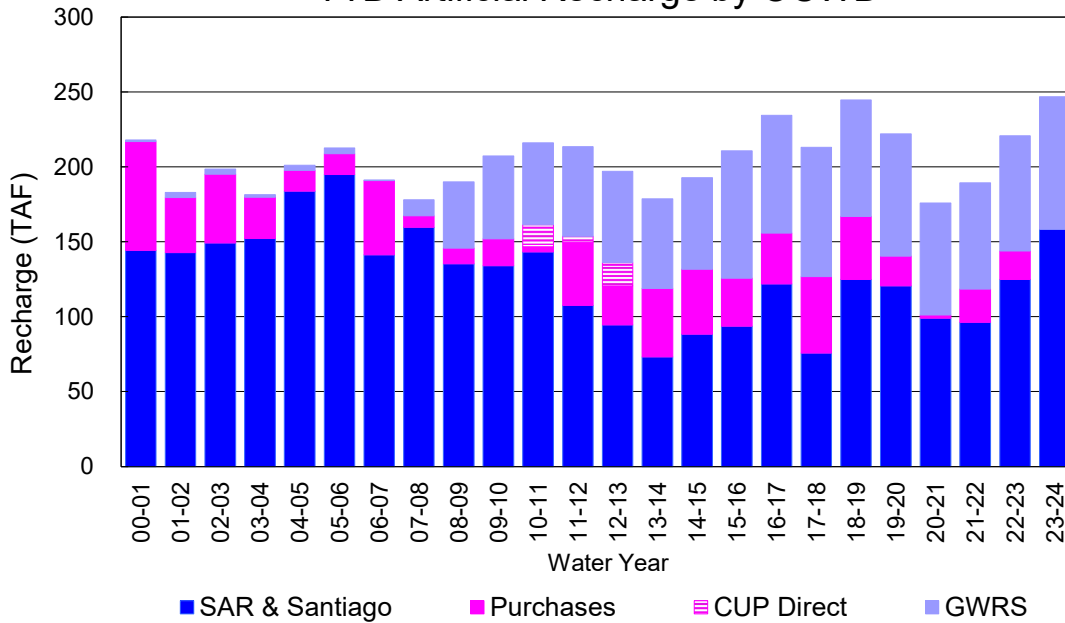
### YTD Total Demand in OCWD



### Annual Forebay Recharge



### YTD Artificial Recharge by OCWD



## RECHARGE AREAS REPORT

April 2024

	Percolation (AF)	Remarks
RIVER SYSTEM	6,092	101 cfs per day average perc
DESILTING SYSTEM	na	SAR
OFF-RIVER SYSTEM	2,142	SAR
WARNER SYSTEM	387	SAR
OLIVE BASIN	na	Passive System
ANAHEIM LAKE	2,336	SAR
MINI-ANA LAKE	270	SAR
MILLER BASIN	1,589	SAR
KRAEMER BASIN	3,410	SAR
LA PALMA BASIN	4,737	GWRS
MIRALOMA BASIN	2,099	GWRS
LA JOLLA BASIN	501	SAR
PLACENTIA BASIN	14	SAR
RAYMOND BASIN	322	SAR
FIVE COVES BASIN	na	SAR
BURRIS BASIN	1,164	SAR
RIVER VIEW BASIN	432	SAR, Burris Pumping
FLETCHER BASIN	51	SAR, Burris Pumping, Local Runoff
SANTIAGO BASINS	5,087	SAR, Burris Pumping, Local Runoff
SANTIAGO CREEK	349	SAR, Burris Pumping, Local Runoff
<b>TOTALS</b>	<b>30,982</b>	
<b>5-YR AVERAGE</b>	<b>22,729</b>	

FLOWS TO RECHARGE AREAS (AF)	
Imperial Headgates (estimated)	27,547
GWRS	6,820
OC-28 (MWD)	0
OC-28a (MWD)	0
OC-59	0
Est'd local Forebay inflow below Imperial	829
Est'd local Santiago inflow (estimated)	407
Irvine lake releases (OC-13 MWD)	0
Villa Park Dam releases (estimated)	0
Precip at Warner Basin (inches)	1.26
Precip direct to open water surfaces	108
<b>TOTAL INFLOW</b>	<b>35,711</b>

LOSSES FROM RECHARGE AREAS (AF)	
Est'd SAR flow past Chapman Ave.	3,856
Est'd Santiago Cr. flow to SAR	0
Est'd flows past Raymond Basin	0
Calc'd evap (inches) Estimated	5
Est'd evaporative losses	429
<b>TOTAL LOSSES</b>	<b>4,285</b>

STORAGE CHANGES (AF)			
Facility	Begin	End	Net
Deep basins	10,287	11,077	790
Santiago Pits	13,572	13,226	-346
River			
Off-river			
Irvine Lake			
<b>TOTAL</b>	<b>23,859</b>	<b>24,303</b>	<b>444</b>

SUMMARY (AF)	
TOTAL INFLOW	35,711
TOTAL LOSSES	4,285
STORAGE CHANGE	444
CALC'D PERCOLATION	30,982



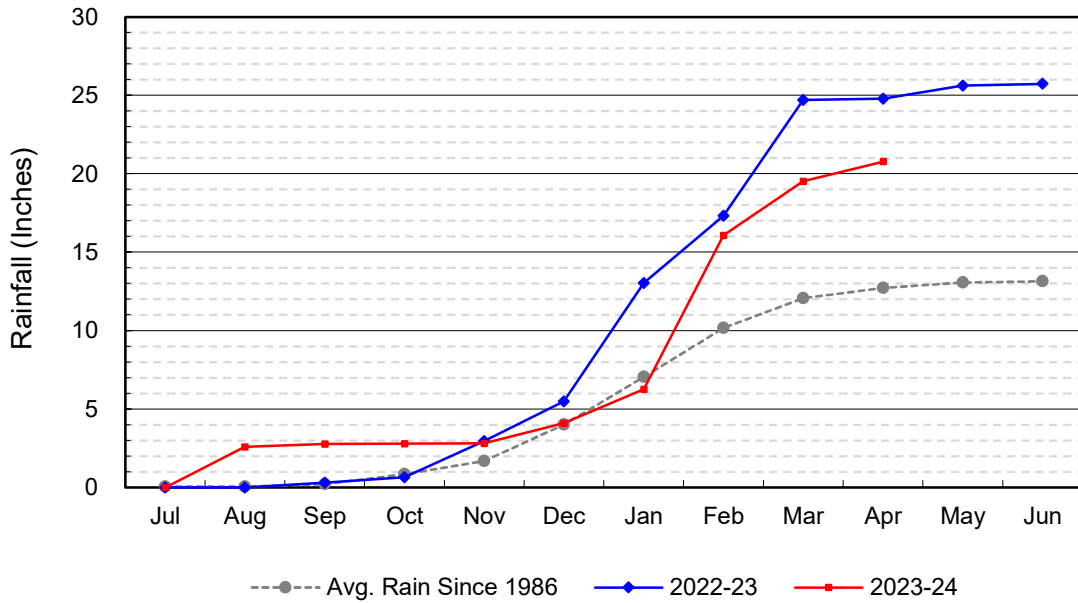
## DEEP BASINS MONTHLY STATUS

**April 2024**

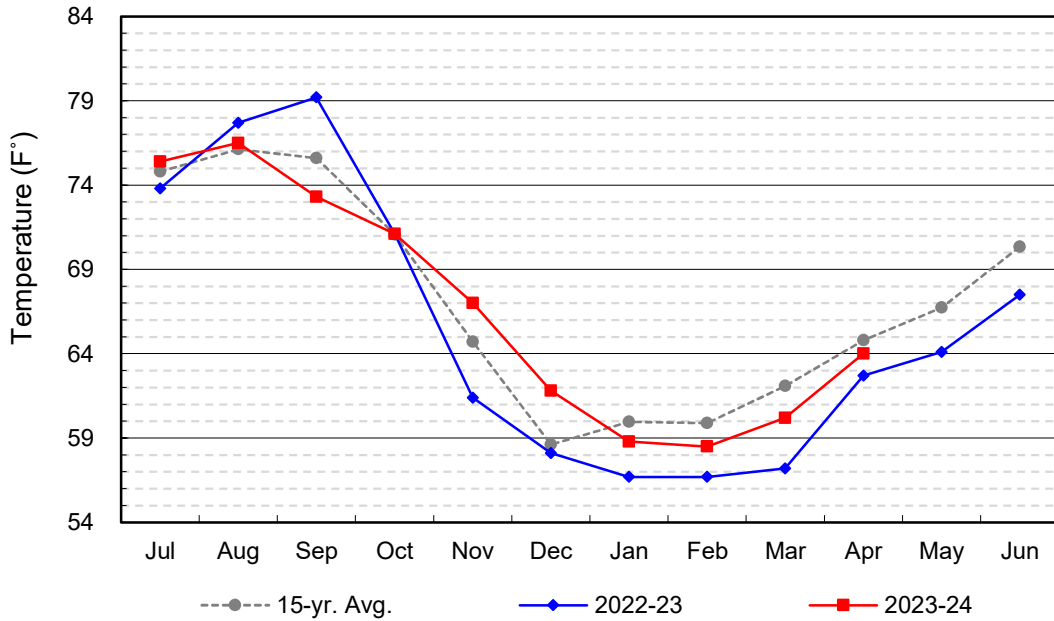
(values in acre-feet)

<i>Facility</i>	<i>Storage Start</i>	<i>Storage End</i>	<i>Maximum Storage</i>	<i>Total Perc</i>	<i>Max Perc</i>	<i>Avg Perc</i>	<i>Avg W.S. Elev</i>
Desilting Ponds	230	230	252	na	na	na	na
Fos-Huckleberry	552	581	628	na	na	na	na
Conrock Basin	558	610	661	na	na	na	na
Warner Basins	2,928	2,937	2,900	387	na	na	239
Olive Pit	69	90	95	na	na	na	220
Anaheim Lake	1,877	2,223	2,300	2,336	99	77	222
Mini-Anaheim Lk	2	12	10	270	14	9	225
Miller Basin	207	313	350	1,589	59	52	219
Kraemer Basin	1,089	1,107	1,055	3,410	129	112	219
La Palma Basin	74	65	101	4,737	172	158	218
Miraloma Basin	34	25	53	2,099	76	70	219
La Jolla Basin	12	11	20	501	40	17	201
Placentia Basin	0	0	200	14	na	na	na
Raymond Basin	10	150	200	322	na	na	na
Five Coves Basins	209	237	329	na	na	na	na
Burriss Pit	2,420	2,464	2,500	1,164	41	38	171
River View Basin	0	7	8	432	23	14	188
Fletcher Basin	16	15	15	51	4	2	190
Santiago (Bond)	8,308	8,294	8,312	5,087	183	168	285
Santiago (Blu Dia)	5,264	4,932	5,259	-	-	-	-
<b>Totals</b>	<b>23,859</b>	<b>24,303</b>	<b>25,247</b>	<b>22,399</b>			
Prado Dam	20,225	14,067	20,000				

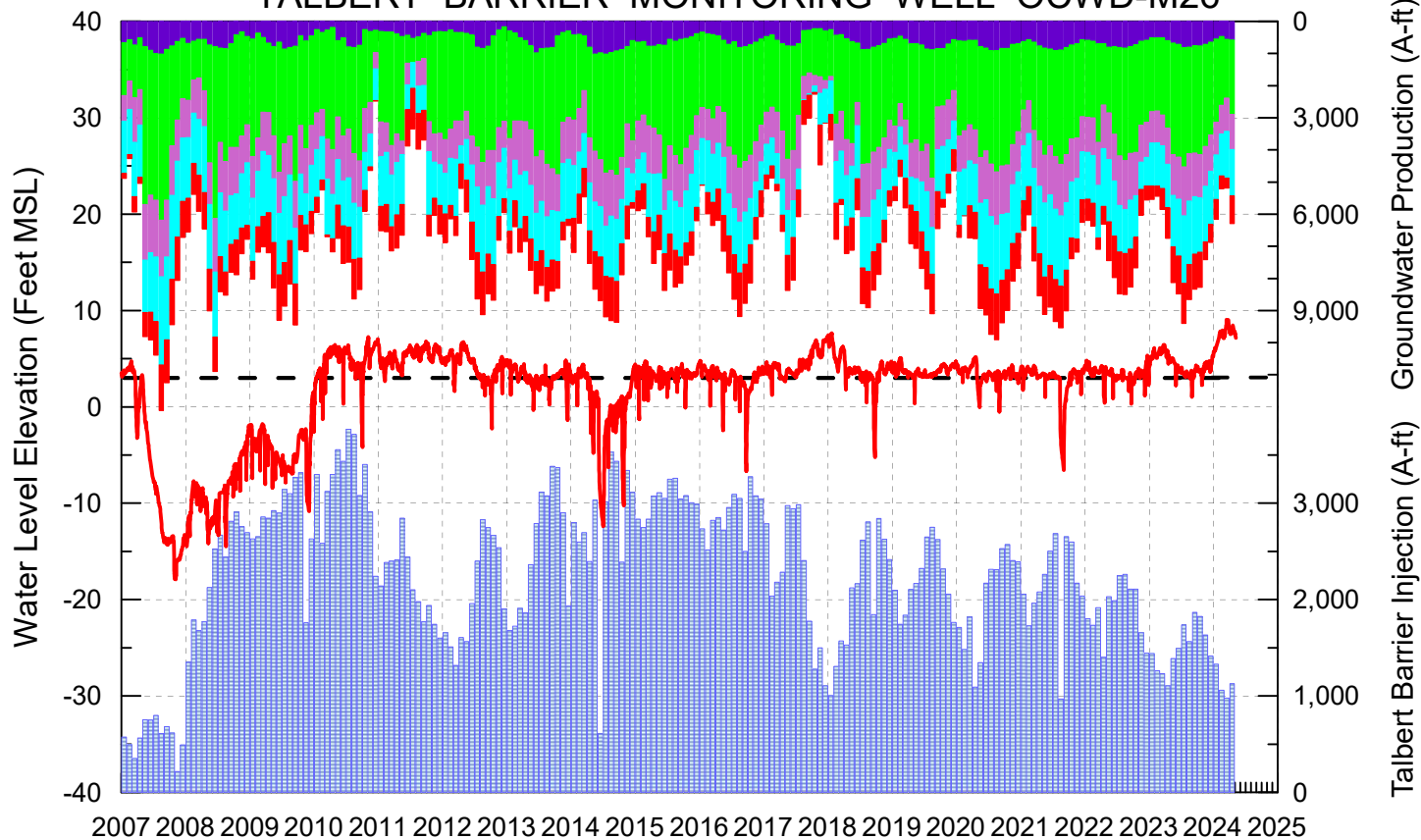
### Cumulative Anaheim Field HQ Rainfall



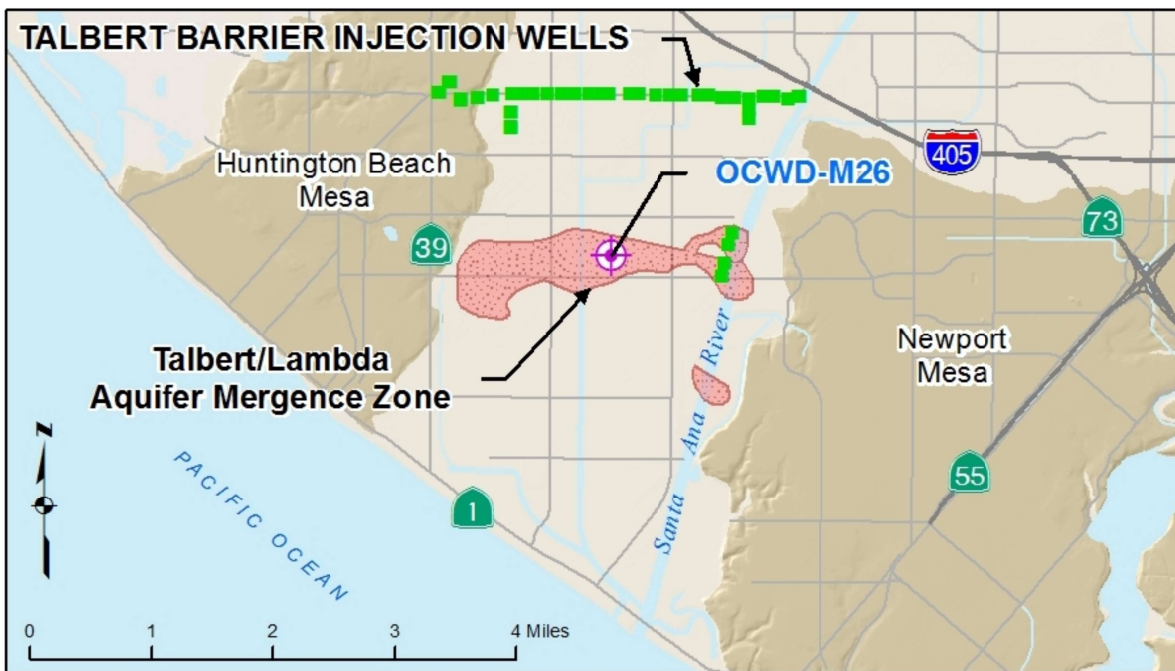
### Temperature at Santa Ana Fire Station



# TALBERT BARRIER MONITORING WELL OCWD-M26



- Talbert/Lambda Aquifer Mergence Zone  
Perforated Interval: 71 - 135 ft. bgs
- ▨ Talbert Barrier Injection
- Protective Level to Prevent Seawater Intrusion
- Fountain Valley Groundwater Production
- IRWD Groundwater Production
- Mesa Water Groundwater Production
- Huntington Beach Groundwater Production
- Newport Beach Groundwater Production





ACTION AGENDA  
PROPERTY MANAGEMENT COMMITTEE MEETING  
Friday, April 26, 2024, 12:00 p.m. Conference Room C-2

<p><b><u>ROLL CALL</u></b>  Steve Sheldon  Natalie Meeks  Denis Bilodeau  Bruce Whitaker  Roger Yoh  <u>Alternates</u>  Valerie Amezcua (absent)  Dina Nguyen (absent)  Van Tran  Erik Weigand (absent)  Cathy Green</p>	<p>Quorum of Board: Yes   Quorum of Cte: Yes</p>
<p><b>CONSENT CALENDAR (ITEMS NO. 1-4)</b></p>	
<p>1. MINUTES OF PROPERTY MANAGEMENT COMMITTEE MEETING HELD MARCH 22, 2024   RECOMMENDATION: Approve minutes as presented</p>	<p>Approved</p>
<p>2. AMENDMENT TO DUCK HUNTING LEASE WITH ELAINE RAAHAUGE D.B.A. MIKE RAAHAUGE’S SHOOTING ENTERPRISES   RECOMMENDATION: Agendize for May 15 Board meeting: Approve and authorize execution of Amendment Twenty-Three to Lease with MRSE to extend the lease for a duck hunting concession on District property at Prado Basin for the 2024/25 duck hunting season with a new expiration date of June 30, 2025</p>	<p>Approved</p>
<p>3. AMENDMENT TO DUCK HUNTING LEASE WITH PRADO BASIN DUCK CLUB   RECOMMENDATION: Agendize for May 15 Board meeting: Approve and authorize execution of Amendment Nineteen to Lease with PBDC to extend the lease for a duck hunting concession on District property at Prado Basin for the 2024/25 duck hunting season with a new expiration date of June 30, 2025</p>	<p>Approved</p>
<p>4. APPRAISAL SERVICES FOR THE MID-BASIN INJECTION SITE RENTAL ADJUSTMENT   RECOMMENDATION: Agendize for May 15 Board meeting: Authorize execution of contract with CBRE for Appraisal Services for the appraisal of the Mid-Basin Injection Well Site in accordance with the Lease with Orange County Flood Control District</p>	<p>Approved</p>

<b>MATTERS FOR CONSIDERATION</b>	
5. CORONA RECREATION, INC. REQUEST TO EXPAND RADIO CONTROL ELECTRIC CAR TRACK AT WARNER BASIN  RECOMMENDATION: Agendize for May 15 Board meeting: Approve and authorize execution of Amendment Ten to Lease with Corona Recreation to expand the RC Track to include a removable asphalt track	Approved
6. PLANNING REMEDIATION OF FORMER PRADO SHOOTING AREAS – IN-PLACE REMEDIATION ALTERNATIVE COMPARISON  RECOMMENDATION: Agendize for May 15 Board meeting: Direct staff as appropriate	<b>Committee Recommendation</b> 1) Direct staff to discontinue pursuing remediation through consolidation, and 2) Direct staff to analyze in-place remediation option with support from AECOM
<b>INFORMATIONAL ITEMS</b>	
7. STATUS UPDATE ON THE CITY OF ANAHEIM'S PROPOSED OC RIVER WALK PROJECT	Informational
8. STATUS UPDATE ON THE DISTRICT'S IMPERIAL HIGHWAY PROPERTY	Informational
9. QUARTERLY REPORT ON LEASES AND PERMITS/LICENSES FOR THE PERIOD ENDING MARCH 31, 2024	Informational
<b>CHAIR DIRECTION AS TO ITEMS TO AGENDIZE AS MATTERS FOR CONSIDERATION AT THE MAY 15 BOARD MEETING</b>	Consent: Items No. 2-6
<b>ADJOURNMENT</b>	1:20 p.m.

ACTION AGENDA  
COMMUNICATIONS AND LEGISLATIVE LIAISON COMMITTEE MEETING  
**May 2, 2024 12:00 p.m.- Conference Room C-2**

<b>ROLL CALL</b> Denis Bilodeau Van Tran Roger Yoh Bruce Whitaker Steve Sheldon (absent) <u>Alternates</u> Valerie Amezcua Natalie Meeks (absent) Dina Nguyen (absent) Eric Weigand Cathy Green	Quorum of Cte: Yes Quorum of Board: Yes						
<b>CONSENT CALENDAR (ITEMS NO. 1)</b>							
1. MINUTES OF COMMUNICATIONS AND LEGISLATIVE LIAISON COMMITTEE MEETING HELD APRIL 4, 2024  RECOMMENDATION: Approve minutes as presented	Approved						
<b>MATTERS FOR CONSIDERATION</b>							
2. STATE LEGISLATIVE UPDATE  RECOMMENDATION: Agendize for May 15 Board meeting: Take the following positions. <table border="1" data-bbox="264 1037 1166 1192" style="margin-left: 40px;"> <thead> <tr> <th>Bill Number/Short Title/Author</th> <th>Position Recommendation for Consideration:</th> </tr> </thead> <tbody> <tr> <td>AB 2515 Papan (D-San Mateo) Menstrual products: perfluoroalkyl and polyfluoroalkyl substances (PFAS)</td> <td>Take action as appropriate</td> </tr> </tbody> </table>	Bill Number/Short Title/Author	Position Recommendation for Consideration:	AB 2515 Papan (D-San Mateo) Menstrual products: perfluoroalkyl and polyfluoroalkyl substances (PFAS)	Take action as appropriate	Informational – Additional follow up needed		
Bill Number/Short Title/Author	Position Recommendation for Consideration:						
AB 2515 Papan (D-San Mateo) Menstrual products: perfluoroalkyl and polyfluoroalkyl substances (PFAS)	Take action as appropriate						
3. FEDERAL LEGISLATIVE UPDATE  RECOMMENDATION: Agendize for May 15 Board meeting: Take action as appropriate <table border="1" data-bbox="264 1346 1166 1472" style="margin-left: 40px;"> <thead> <tr> <th>Bill Number/Author</th> <th>Short Title</th> <th>Recommendation</th> </tr> </thead> <tbody> <tr> <td>H.R. 7944 (Curtis – R-UT)</td> <td>Water Systems PFAS Liability Protection Act</td> <td>Support</td> </tr> </tbody> </table>	Bill Number/Author	Short Title	Recommendation	H.R. 7944 (Curtis – R-UT)	Water Systems PFAS Liability Protection Act	Support	Approved
Bill Number/Author	Short Title	Recommendation					
H.R. 7944 (Curtis – R-UT)	Water Systems PFAS Liability Protection Act	Support					
<b>INFORMATIONAL ITEMS</b>							
4. WATER SUMMIT UPDATE	Informational						
5. PUBLIC AFFAIRS OUTREACH REPORT (APRIL)	Informational						
<b>CHAIR DIRECTION AS TO WHICH ITEMS IF ANY TO BE AGENDIZED AS A MATTER FOR CONSIDERATION AT THE MAY 15 BOARD MEETING</b>	All items on consent						
<b>ADJOURNMENT</b>	<b>12:58 p.m.</b>						