## AGENDA FOR THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TEMESCAL VALLEY WATER DISTRICT SEPTEMBER 25, 2018, 8:30 A.M. AT THE DISTRICT'S ADMINISTRATIVE OFFICE 22646 TEMESCAL CANYON ROAD, TEMESCAL VALLEY, CALIFORNIA 92883

The following is a summary of the rules of order governing meetings of the Temescal Valley Water District Board of Directors:

## AGENDA ITEMS

In case of an emergency, items may be added to the Agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage; a crippling disaster; or other activity, which severely imperils public health, safety or both. Also, items, which arise after the posting of Agenda, may be added by a two-thirds vote of the Board of Directors.

## **PUBLIC COMMENT**

Persons wishing to address a matter not on the Agenda may be heard at this time; however, no action will be taken until placed on a future agenda in accordance with Board policy.

## **NOTICE TO PUBLIC**

All matters listed under the Consent Calendar will be voted upon by one motion. There will be no separate discussion of these items, unless a Board Member or member of the public requests that a particular item(s) be removed from the Consent Calendar, in which case, they will be considered separately under New Business.

> IF ANYONE WISHES TO SPEAK WITH THE BOARD ABOUT ANY CONSENT CALENDAR MATTER(S), PLEASE STATE YOUR NAME, ADDRESS, AND APPROPRIATE ITEM NUMBER(S).

## **AFFIDAVIT OF POSTING**

I, Allison Harnden, Office Manager of the Temescal Valley Water District, hereby certify that I caused the posting of the Agenda at the District office at 22646 Temescal Canyon Road, Temescal Valley, California 92883 before September 22, 2018.

Allison Harnden, Office Manager

## AGENDA FOR REGULAR MEETING September 25, 2018

		Page No.
1.	Roll Call and Call to Order.	
2.	Presentations and Acknowledgments.	
3.	Public Comment.	
BOAH	RD ITEMS:	
4.	Minutes of the August 28, 2018 Regular Meeting. RECOMMENDATION: Approve Minutes as written.	6-8
5.	Payment Authorization Report. RECOMMENDATION: Approve Report and authorize payment of the August 28-September 25, 2018 invoices.	9-11
6.	<ul> <li>Revenue &amp; Expenditure Reports. (Unaudited).</li> <li>a. Revenue &amp; Expenditure Reports.</li> <li>RECOMMENDATION: Note and file.</li> </ul>	12-28
	b. Lien update. <b>RECOMMENDATION:</b> Note and file.	29
7.	Trilogy Development.	
	a. Homeowners Association update.	(-)
	b. Golf Course update.	(-)
8.	Sycamore Creek Development. a. Project Update.	(-)
	b. 1738 homes to be built. 1543 houses occupied to date. 89% complete.	

		<u>Page No.</u>
9.	<b>Terramor Development (Forestar Toscana).</b> a. Project Update.	(-)
	b. 1443 homes to be built. 134 houses released to date.	
10.	Harmony Grove (Griffin Homes). a. Project Update.	(-)
	b. 50 estimated home to be built.	
11.	Water Utilization Reports. RECOMMENDATION: Note and file.	30-43
12.	Sustainable Groundwater Management Act. a. Project Update.	(-)
13.	Committee Reports.	
	<ul> <li>a. Finance (Director Rodriguez).</li> <li>1. Investment Policy modifications.</li> <li><b>RECOMMENDATION:</b> To be made by the Board.</li> </ul>	44-52
	b. Engineering (Director Destache).	(-)
	c. Public Relations (Allison Harnden).	(-)
14.	General Manager's Report.	
17.	a. General Manager's Report.	53
	1. CapRock Partners Reimbursement for Water Facilities. <b>RECOMMENDATION:</b> Approve Payment of \$200,000.	54-72
	2. CapRock Partners Reimbursement Agreement. <b>RECOMMENDATION:</b> Approve agreement.	73-77
15.	<b>Operations Report.</b> a. Water and Sewer Operations.	78-80

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16.	<b>District Engineer's Report.</b> a. Status of Projects.	81-82
	<ul> <li>b. Parkson Corporation Sequencing Batch Reactor (SBR) Bid Proposal.</li> <li>RECOMMENDATION: Approve proposal and allow the General Manager to enter into an agreement for services.</li> </ul>	83-137
17.	District Counsel's Report.	(-)
18.	Seminars/Workshops.	(-)
19.	<b>Consideration of Correspondence.</b> An informational package containing copies of all pertinent correspondence f the Month of August will be distributed to each Director along with the Agenda.	

20. Adjournment.

(-)

### MINUTES OF THE REGULAR MEETING OF THE TEMESCAL VALLEY WATER DISTRICT

### August 28, 2018

<b>PRESENT</b>	<b>ABSENT</b>	<u>GUESTS</u>	<b>STAFF</b>
C. Colladay	G. Destache	T. Davis	J. Pape
D. Harich		J. Sincich	A. Harnden
J. Butler		R. Mucha	M. McCullough
P. Rodriguez		J. Gray	J. Scheidel
-		-	D. Saunders

## 1. Roll Call and Call to Order.

The regular meeting of the Temescal Valley Water District was called to order by President Colladay at 8:30 a.m.

P. Bishop

#### 2. Presentations and Acknowledgments.

**3. Public Comment** – Jerry Sincich asked the Board about the Sycamore Creek tank paint color and landscaping, as well as water allowance for fire cleanup.

### **BOARD ITEMS:**

 Minutes of the July 24, 2018 Regular Meeting. ACTION: Director Butler moved to approve the minutes as presented. Director Rodriguez seconded. Motion carried unanimously.

## 5. Payment Authorization Report.

ACTION: Director Rodriguez moved to approve the July 24-August 28, 2018 invoices. Director Butler seconded. Motion carried unanimously.

#### 6. **Revenue & Expenditure Reports. (Unaudited).**

a. Revenue & Expenditure Reports. ACTION: Note and file.

b. Lien update.

**ACTION:** Note and file.

## 7. Trilogy Development.

- a. Homeowners Association update.
- b. Golf Course update.

## 8. Sycamore Creek Development.

- a. Project Update.
- b. 1738 homes to be built. 1543 houses occupied to date. 89% complete.

## 9. Terramor Development (Forestar Toscana).

- a. Project Update.
- b. 1443 estimated homes to be built. 134 houses released to date.

Director Harich joined the meeting at this point.

**10.** Water Utilization Reports. ACTION: Note and file.

## 11. Sustainable Groundwater Management Act.

a. Project Update.

## 12. Committee Reports.

- a. Finance (Director Rodriguez) Director Rodriguez reported on August 21<sup>st</sup> Finance Committee meeting.
- b. Engineering (Director Destache) The Board directed staff to schedule a meeting.
- Public Relations (Allison Harnden) Allison reported that we will be donating bottled water to the Temescal Valley Strong First Responder Appreciation Day event on Sunday, September 9<sup>th</sup>.
  - 1. Holy Fire appeal for water consumption.
- **ACTION:** The Board, staff and members of the public had a lengthy discussion on a refund program for water use during the Holy Fire. The Board directed the General Manager to review extraordinary use for property protection or to clean Phos Check off the property on a case-by-case basis.

## 13. General Manager's Report.

- a. General Manager's Report The General Manager reported on current projects.
  - 1. Payment Request #3 from GJ Gentry for construction on Ag Line Replacement

from Clay Canyon to Brown Canyon Channel.

- ACTION: Director Rodriguez moved to approve the payment request in the amount of \$30,509.21. Director Butler seconded. Motion carried unanimously.
  - 2. CapRock Partners Reimbursement for Water Facilities.
- ACTION: Director Rodriguez moved to table this item until the September 2018 Board meeting. Director Harich seconded. Motion carried unanimously.

### 14. **Operations Report.**

a. Water and sewer operations.

#### **15.** District Engineer's Report.

- a. Status of Projects.
- **16. District Counsel's Report** Dave Saunders reported that he is working with County Counsel on agreements for the Temescal Canyon Road realignment.

#### 17. Seminars/Workshops.

#### **18.** Consideration of Correspondence.

An informational package containing copies of all pertinent correspondence for the Month of July will be distributed to each Director along with the Agenda.

#### **19.** Adjournment.

There being no further business, the August 28, 2018 Regular Meeting of the Temescal Valley Water District Board of Directors was adjourned at 10:52 a.m. by President Colladay.

## ATTEST:

### **APPROVED:**

Paul Rodriguez, Secretary

Charles Colladay, President

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

## TEMESCAL VALLEY WATER DISTRICT PAYMENT AUTHORIZATION REPORT SEPT 25, 2018

Check #	Date	Payee ID	Payee	Amount	
21498	8/24/18	•	IT SUPPORT CA INC.	3,332.40	
21499	8/24/18	SELEQ	SELECT EQUIPMENT	17,935.51 CAP IMP-FORKLIFT	
21500		SWRCB	STATE WATER RESOURCES CONTROL BOARD	90.00	
21501	8/24/18		VOID	-	
21502	8/28/18	CO	CHARLES W. COLLADAY	301.07	
21503	8/28/18	DH	DAVID HARICH	243.87	
21504	8/28/18	JB	JOHN B. BUTLER	246.37	
21505	8/28/18	RO	PAUL RODRIGUEZ	246.37	
21506	8/28/18	GJG	G J GENTRY GENERAL ENG INC	30,509.21 CAP INP- NPWL RETENTION	
21507	8/28/18	SO03	SOUTHERN CALIF EDISON CO.	72,359.81	
21508	8/29/18	EL	EDUARDO LOPEZ-TRK MAINT	100.00	
21509	8/29/18	REFUND	JAN FABER	139.26	
21510	8/29/18	REFUND	SUSAN PEREZ	75.60	
21511	9/7/18	AD	PAYROLL	-	
21512	9/7/18	BE	PAYROLL	-	
21513	9/7/18	CG	PAYROLL	-	
21514	9/7/18	CL	PAYROLL	-	
21515	9/7/18	DB	PAYROLL	-	
21516	9/7/18	JH	PAYROLL	-	
21517	9/7/18	KN	PAYROLL	-	
21518	9/7/18	LK	PAYROLL	-	
21519	9/7/18	MM	PAYROLL	-	
21520	9/7/18	PB	PAYROLL	-	
21521	9/7/18	FI01	FIDELITY INVESTMENTS	960.80	
21522	9/4/18	FI01	FIDELITY INVESTMENTS	747.00	
21523		REFUND	LATICRETE INTERNATIONAL	1,190.00	
21524		REFUND	ROBERT DAVIS	86.15	
21525	9/10/18	REFUND	FRANK CONTRERAS	114.42	
21526		REFUND	MATILDA COHN	20.00	
21527		REFUND	YUKO WATANABE	210.39	
21528		REFUND	ERIC FOEHNER	117.15	
21529		REFUND	HARPRIT SDHU	25.91	
21530	9/11/18	BPS	BOGART PLUMBING	310.00	

## TEMESCAL VALLEY WATER DISTRICT PAYMENT AUTHORIZATION REPORT SEPT 25, 2018

Check #	Date	Payee ID	Payee	Amount	
21531	9/12/18	V	EDUARDO LOPEZ-TRK MAINT	80.00	
21532	9/17/18	AGSI	AUTOMATED GATE SERVICES INC	191.00	
21533	9/17/18	AS01	ASJ INDUSTRIAL HOSE & FITTING INC.	17.49	
21534	9/17/18	ATT01	AT&T	175.00	
21535	9/17/18	BA01	BABCOCK LABORATORIES, INC	2,125.00	
21536	9/17/18	BGM	BIG GIANT MEDIA	129.80	
21537	9/17/18	BLIC	BENEFICIAL LIFE INS COMPANY	759.54	
21538	9/17/18	CA16	CALIFORNIA CHOICE BENEFIT ADMINISTRATOR	4,475.19	
21539	9/17/18	CAM	CHANDLER INVESTMENT MANAGEMENT	1,000.00	
21540	9/17/18	CE01	CENTRAL COMMUNICATIONS	79.00	
21541	9/17/18	CL01	CLAYSON, BAINER & SAUNDERS	2,400.00	
21542	9/17/18	CM01	CORE & MAIN	2,069.92	
21543	9/17/18	DIC	DICKSON	2,100.72	
21544	9/17/18	DSC	DATABASE SYSTEMS CORP.	324.94	
21545	9/17/18	DU01	DUDEK & ASSOCIATES-CONTRACT MGT	23,909.80	
21546	9/17/18	DU02	DUDEK & ASSOCIATES-SPECIAL PJTS	6,848.75	
21547	9/17/18	DU04	DUDEK & ASSOCIATES-ENGINEERING	8,881.42	
21548	9/17/18	EASI	ENGINEERED AIR SERVICES, INC.	1,721.17	
21549	9/17/18	GI	GORM INC.	227.90	
21550	9/17/18	GJR	GJR ELECTRIC	1,655.00	
21551	9/17/18	HES	HOLLOWAY ENVIRONMENTAL SOLUTIONS	992.06	
21552	9/17/18	HO01	HOME DEPOT CREDIT SERVICES	1,056.65	
21553	9/17/18	ISC	IT SUPPORT CA INC.	3,332.40	
21554	9/17/18	KEN	KEN CALDWELL	400.00	
21555	9/17/18	MH01	MCFADDEN-DALE HARDWARE CO.	110.70	
21556	9/17/18	MTM	MASTER TECH MRCHANICAL	1,110.00	
21557	9/17/18	NC	NORTHSTAR CHEMICAL	3,774.91	
21558		PLM01	PARRA LANDSCAPE MAINTENANCE	2,368.55	
21559	9/17/18	PPE	PRIVATE PEST EXTERMINATORS	286.00	
21560	9/17/18		PRESS ENTERPRISE-CIRCULATION	93.74	
21561	9/17/18		RIVERSIDE COUNTY RECORDER	54.00	
21562	9/17/18		STAPLES CREDIT PLAN	257.95	
21563	9/17/18	ST02	STATE COMPENSATION INSUR.FUND	2,677.16	

### TEMESCAL VALLEY WATER DISTRICT PAYMENT AUTHORIZATION REPORT SEPT 25, 2018

Check #	Date	Payee ID	Payee	Amount	
21564	9/17/18	TCBC	THE CHAMELEON BEVERAGE CO.	7,901.20	
21565	9/17/18	TWC	SPECTRUM BUSINESS	1,019.45	
21566	9/17/18	UCSI	ULTIMATE CLEANING SOLUTIONS INC	290.00	
21567	9/17/18	UN01	UNDERGROUND SERVICE ALERT	49.60	
21568	9/17/18	USB01	US BANK GOVERNMENT SERVICES	1,516.16	
21569	9/17/18	WA01	WASTE MANAGEMENT - INLAND EMPIRE	250.78	
21570	9/17/18	WE01	WESTERN MUNICIPAL WATER DISTR.	436,209.26	
21571	9/17/18	WIN	WIN-911 SOFTWARE	600.00	
21572	9/17/18	ACSI	ALEXANDER'S CONTRACT SERVICES, INC.	5,107.20	
21573	9/17/18	CL01	CLAYSON, BAINER & SAUNDERS	375.00	
21574	9/17/18	CM01	CORE & MAIN	63.04	
21575	9/17/18	SEMA	SEMA INC.	665.00	
21576	9/17/18	VW	V.W. HOUSEN	9,243.00	CAP IMP-SEWER MGT PLAN
Total				\$ 668,336.74	=

THESE INVOICES ARE SUBMITTED TO THE TEMESCAL VALLEY BOARD OF DIRECTORS FOR APPROVAL AND AUTHORIZATION FOR PAYMENT

#### Mel Mc Cullough - Finance Manager

Mel McCullough - Finance Manager

9/25/18

Date

#### TEMESCAL VALLEY WATER DISTRICT INTERNAL BALANCE SHEET 31-Aug-18

#### ASSETS

Fixed Assets	s (net of accumulated depreciation)				
	Land			\$	902,118
	Treatment Plants				8,615,063
	Capacity Rights				13,503,639
	Water System, Reservoir & Wells				9,134,754
	Water & Sewer Mains				27,382,632
	General Equipment Sewer/Water	/ Furniture			346,602
	Buildings & Entrance Improvement	nts			323,455
				\$	60,208,263
Current Ass	ets				
	Cash - Wastewater		10,730,622		
	Cash - Water		10,640,292		
	Cash - ID #1		495,121		
	Cash - ID #2		178,755		
	Cash - Nonpotable		2,764,213		
	Cash - Deposits		1,192,048	-	26,001,051
	Accounts Receivable-Services/De	evelopers			1,390,549
	Assessment Receivable				75,341
	Interest Receivable				20,408
	Prepaid Expenses				37,257
	Inventory				39,926
	-				27,564,531
Other Asset					0.47.050
	Work-in-Process			•	247,953
TOTAL 400	Deferred Outflows - Pension			\$	240,340
TOTAL ASS	EIS			\$	88,261,088
		LIABILITIES			
Current Liab					
	Accounts Payable			\$	473,146
	Security Deposits				223,335
	Payroll & Payroll Taxes Payable				47,144
	Capacity & Meter Deposits				220,230
	Fiduciary Payments Payable				409,478
	Developer Deposits				287,211
	Other Deposits				51,794
Long-term L	iabilities				1,712,338
	TVRP Note				1,542,549
	Deferred Inflows - Pension				23,566
TOTAL LIAE				\$	3,278,454
		FUND EQUITY		<u> </u>	0,210,101
Fund Baland					
	Waste Water Fund Balance				28,413,442
	Water Fund Balance				45,549,184
	ID #1 Fund Balance				583,506
	ID #2 Fund Balance				612,854
	Recycled Water Fund Balance				9,823,648
TOTAL FUN				\$	84,982,634
TOTAL LIAE	BILITIES & FUND EQUITY			\$	88,261,088

		AUG		•	YEAR TO DATE	E	BUDGET	BUDGET
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	2018-2019	REMAINING
WASTEWATER DEPARTMENT								
OPERATING REVENUE:								
MONTHLY SEWER SERVICE CHARGE	195,008	193,500	1,508	389,416	387,000	2,416	2,320,000	(1,930,584)
MONTHLY SERVICE CHARGE-ID #1	10,766	10,767	(1)	21,533	21,534	(1)	129,200	(107,667)
MONTHLY SERVICE CHARGE-ID #2	12,178	12,180	(2)	24,357	24,360	(3)	146,150	(121,793)
MONTHLY SEWER SERVICE CHG-R COM	9,943	9,440	503	19,391	18,880	511	113,300	(93,909)
MISC UTILITY CHARGES/ REVENUE	40	400	(360)	60	800	(740)	5,000	(4,940)
STANDBY CHARGES	1,669	-	1,669	1,669	-	1,669	110,000	(108,331)
CFD REIMBURSEMENTS	-	-	-	-	-	-	20,000	(20,000
INSPECTION CHARGES	4,234	3,800	434	8,813	7,600	1,213	46,000	(37,187
TOTAL WASTEWATER REVENUE	233,838	230,087	3,751	465,239	460,174	5,065	2,889,650	(2,424,411
OPERATING EXPENSES:								
PLANT WAGES EXPENSE	9,129	9,550	(421)	18.226	19,500	(1,274)	137,000	(118,774)
INSPECTION WAGES EXPENSE	2,480	2,400	80	4,960	4,800	160	31,000	(26,040
PAYROLL TAXES EXP	181	250	(69)	369	500	(131)	3,000	(2,631
EMPLOYEE BENEFITS-INS	1,000	1,100	(100)	2,000	2,200	(200)	18,500	(16,500
EMPLOYEE BENEFITS-RETIREMENT	1,005	1,200	(195)	2,086	2,200	(314)	19,000	(16,914
OVERTIME EXP	1,005	1,200	202	2,844	2,400	844	7,000	(4,156
	58	,			,		1,000	(4,150
		100	(42)	176	200	(24)		•
	624	750	(126)	1,248	1,500	(252)	8,800	(7,552
ELECTRICIAN LABOR COSTS	-	420	(420)	-	840	(840)	5,000	(5,000
SCADA SYSTEM ADMIN/MAINT	240	850	(610)	859	1,700	(841)	10,000	(9,141
LABORATORY TESTING COSTS	1,735	8,750	(7,015)	9,465	10,000	(535)	15,000	(5,535
SLUDGE DISPOSAL/PUMPING COSTS	992	1,000	(8)	1,520	2,000	(480)	30,000	(28,480
SLUDGE DISPOSAL BAG EXP	-	-	-	-	-	-	25,000	(25,000
SLUDGE CHEMICAL EXP	-	5,000	(5,000)	-	10,000	(10,000)	60,000	(60,000
CHEMICALS, LUBRICANTS & FUELS	4,529	5,000	(471)	16,935	10,000	6,935	60,000	(43,065
EQUIPMENT RENTAL COSTS	-	200	(200)	-	400	(400)	2,000	(2,000
EQUIPMENT REPAIRS & MAINT.	1,200	15,500	(14,300)	39,080	31,000	8,080	185,000	(145,920
SEWER LINE REPAIRS	-	1,000	(1,000)		2,000	(2,000)	10,000	(10,000
SEWER CLEANING AND VIDEO EXP	-	1,250	(1,250)	-	2,500	(2,500)	15,000	(15,000
SECURITY AND ALARM EXP	-	-	-	-	-	-	3,000	(3,000
PROPERTY MAINTENANCE	6,087	3,500	2,587	7,092	7,000	92	40,000	(32,908
ENGINEERING/ADMIN. STUDIES	-	1,500	(1,500)	-	3,000	(3,000)	20,000	(20,000
ENERGY COSTS	23,788	15,750	8,038	49,152	31,500	17,652	190,000	(140,848
CONSUMABLE SUPPLIES & CLEANING	1,179	850	329	1,596	1,700	(104)	10,000	(140,040) (8,404
SMALL EQUIPMENT & TOOLS COST	2,037	1,250	787	6,043	2,500	3,543	15,000	(8,957
	2,037	,		1,745	,	•	25,000	
PERMITS, FEES & TAXES	330	500	(170)		1,500	245		(23,255
SAWPA BASIN MONITORING EXP	-	-	-	11,080	12,000	(920)	25,000	(13,920
MAP UPDATING/GIS EXP	-	-	-	-	-	-	2,000	(2,000
MISC. OPERATING EXP	-	-	-	-	-	-	1,000	(1,000
BAD DEBT EXPENSES	-	-	-	-	-	-	1,500	(1,500
CONTINGENCIES	-	3,000	(3,000)	-	6,000	(6,000)	37,000	(37,000
TOTAL OPERATING EXPENSES	57,796	81,670	(23,874)	176,476	168,740	7,736	1,011,800	(835,324)

	AUG				YEAR TO DATE	BUDGET	BUDGET	
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	2018-2019	REMAINING
ADMINISTRATIVE EXPENSES:								
CONTRACT MANAGEMENT	9,564	7,500	2,064	16,869	15,000	1,869	100,000	(83,131)
GENERAL ENGINEERING EXP	500	1,250	(750)	900	2,500	(1,600)	15,000	(14,100)
ANNUAL ASSESSMENT EXP	-	-	-	2,839	3,000	(161)	5,000	(2,161)
PLAN CHECK & INSPECTION EXP	-	200	(200)	-	400	(400)	2,500	(2,500)
EMPLOYEE BENEFITS-INS	1,902	1,550	352	3,337	3,100	237	20,000	(16,663)
EMPLOYEE BENEFITS-RETIREMENT	2,232	1,820	412	3,918	3,640	278	23,500	(19,582)
WAGES EXPENSE	11,569	12,625	(1,056)	23,031	25,250	(2,219)	164,000	(140,969)
VACATION EXP	1,625	1,000	625	2,578	2,000	578	11,500	(8,922)
OVERTIME EXP	-	100	(100)		200	(200)	1,000	(1,000)
MILEAGE EXP ADMIN	-	42	(42)	-	84	(84)	500	(500)
PAYROLL TAX EXPENSES	205	240	(35)	409	480	(71)	3,100	(2,691)
CONTRACT STAFFING EXP			-	-	-	-	2,000	(2,000)
LEGAL EXPENSES	1,025	800	225	1,985	1,600	385	10,000	(8,015)
AUDIT EXPENSES	1,020	-	-	1,000	1,000	-	5,500	(5,500)
BOARD COMMITTEE MEETING EXP.	622	1,000	(378)	1,043	2,000	(957)	12,000	(10,957)
ELECTION & PUBLIC HEARING EXP	-	1,000	(378)	1,040	2,000	(337)	12,000	(10,357)
COMPUTER SYSTEM ADMIN	-	1.500	(1,500)	- 1.333	3.000	- (1,667)	- 18.000	- (16,667)
BANK CHARGES EXP	- 1.666	· / -	(1,500) 416	3,482	- ,	(1,667) 982	15,000	(11,518)
		1,250		•	2,500			
MISCELLANEOUS & EDUCATION EXP	240 895	400	(160)	240	800	(560)	5,000	(4,760)
TELEPHONE, FAX & CELL EXP		1,000	(105)	1,889	2,000	(111)	12,000	(10,111)
OFFICE SUPPLIES EXP	436	1,400	(964)	1,249	2,800	(1,551)	16,000	(14,751)
PRINTING EXPENSES	-	-	-	-	-	-	6,000	(6,000)
POSTAGE & DELIVERY EXPENSE	1,065	1,100	(35)	2,052	2,200	(148)	13,200	(11,148)
PUBLICATIONS, NOTICES & DUES	•	-	-	110	-	110	750	(640)
EQUIPMENT LEASE EXPENSES	867	900	(33)	867	900	(33)	7,400	(6,533)
INSURANCE EXPENSES	2,094	2,400	(306)	3,864	4,800	(936)	28,000	(24,136)
INVESTMENT EXP	400	400	-	800	800	-	4,800	(4,000)
COMMUNITY OUTREACH EXP	-	-	-	-	-	-	8,000	(8,000)
TOTAL ADMINISTRATIVE EXPENSES	36,907	38,477	(1,570)	72,795	79,054	(6,259)	509,750	(436,955)
TOTAL WASTEWATER EXPENSES	94,703	120,147	(25,444)	249,271	247,794	1,477	1,521,550	(1,272,279)
NET OPERATING REVENUE/EXPENSE	139,135	109,940	29,195	215,968	212,380	3,588	1,368,100	(1,152,132)
NON-OPERATING SOURCE OF FUNDS:								
OTHER REVENUE REIMB-MANDATE COSTS	-	-	_	-	_	-	-	-
INTEREST INCOME	3,877	1,250	2,627	7,869	2,500	5,369	15,000	(7,131)
PROPERTY TAX INCOME	2,274	3,000	(726)	3,253	5,000	(1,747)	70,000	(66,747)
TOTAL NON-OPER SOURCE OF FUNDS	6,151	4,250	1,901	11,122	7,500	3.622	85,000	(73,878)
TOTAL NON-OPER SOURCE OF FUNDS	0,151	4,200	1,901	11,122	7,500	3,022	85,000	(13,010)
TOTAL SEWER REVENUE/EXPENSE	145,286	114,190	31,096	227,090	219,880	7,210	1,453,100	(1,226,010)
TRANSFER TO CAPITAL FUND-REPLACEMENT TRANSFER TO CAPITAL FUND-IMPROVEMENT				126,408 100,682				
CONNECTION FEES				•				
				-				

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#### WASTE WATER CAPITAL FUND:

ENDING FUNDS AVAILABLE 2017-2018	11,261,532
TRANSFER FOR CAPITAL FUND REPLACEMENT	126,408
TRANSFER FOR CAPITAL IMPROVEMENTS	100,682
CAPITAL IMPROVEMENT (SEE ATTACHED DETAIL)	(19,199)
TOTAL FUNDS AVAILABLE	11,469,423

		AUG			YEAR TO DATE	BUDGET	BUDGET		
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	2018-2019	REMAINING	
WATER DEPARTMENT									
OPERATING REVENUE:			()					<i></i>	
WATER SERVICE CHARGE	136,243	139,600	(3,357)	312,605	279,200	33,405	1,675,000	(1,362,395)	
WATER USAGE CHARGES	453,317	376,200	77,117	879,053	794,200	84,853	4,180,000	(3,300,947)	
WATER PUMPING CHARGE	18,375	14,400	3,975	30,771	30,400	371	160,000	(129,229)	
FIRE PROTECTION CHARGES	2,855	2,800	55	5,638	5,600	38	33,500	(27,862)	
MISC. UTILITY CHARGES	2,226	3,000	(774)	4,864	6,000	(1,136)	36,000	(31,136)	
SERVICE METER INCOME	1,500	2,000	(500)	6,100	6,000	100	100,000	(93,900)	
CELLULAR SITE LEASE	2,956	2,900	56	5,912	5,800	112	35,000	(29,088)	
MWD READINESS TO SERVE CHARGE	12,417	11,800	617	24,760	23,600	1,160	142,000	(117,240)	
STANDBY CHARGES	1,669	-	1,669	1,669	-	1,669	41,000	(39,331)	
CFD REIMBURSEMENTS	-	-	-	-	-	-	20,000	(20,000)	
INSPECTION CHARGES	3,704	3,400	304	7,711	6,800	911	40,400	(32,689)	
TOTAL WATER REVENUE	635,262	556,100	79,162	1,279,083	1,157,600	121,483	6,462,900	(5,183,817)	
OPERATING EXPENSES:									
WAGES EXPENSE	7,987	8,300	(313)	15,946	17,600	(1,654)	120,000	(104,054)	
INSPECTION WAGES EXPENSE	2,171	2,150	21	4,342	4,300	42	27,500	(23,158)	
PAYROLL TAXES EXP	158	170	(12)	323	340	(17)	2,200	(1,877)	
EMPLOYEE BENEFITS-INS	878	1,000	(122)	1,987	2,000	(13)	16,000	(14,013)	
EMPLOYEE BENEFITS-RETIREMENT	878	1,000	(122)	1,986	2,000	(14)	16,000	(14,014)	
OPERATION-MILEAGE EXP	50	40	10	154	80	74	500	(346)	
OVERTIME EXPENSE/ ON CALL	1,052	500	552	2,489	1,000	1,489	6,000	(3,511)	
VACATION EXP	780	670	110	1,560	1,340	220	8,000	(6,440)	
CONTRACT STAFFING-METER READS	5,121	5,420	(299)	10,224	10,840	(616)	65,000	(54,776)	
SCADA SYSTEM ADMIN/MAINT	210	830	(620)	752	1,660	(908)	10,000	(9,248)	
LABORATORY TESTING COSTS	390	1,000	(610)	4,029	2,000	2,029	12,000	(7,971)	
COMPLIANCE TESTING (ISDE/CROSS)	-	250	(250)	-	500	(500)	3,000	(3,000)	
LEAK DETECTION EXPENSE	-	670	(670)	-	1,340	(1,340)	8,000	(8,000)	
EPA WATER TESTING EXP	-	500	(500)	-	1,000	(1,000)	6,000	(6,000)	
EQUIPMENT RENTAL COSTS	-	-	-	-	-	-	2,000	(2,000)	
EQUIPMENT REPAIRS & MAINT.	90	8,300	(8,210)	1,566	16,600	(15,034)	100,000	(98,434)	
WATER LINE REPAIRS	-	3,350	(3,350)	-	6,700	(6,700)	40,000	(40,000)	
ALARM MONITORING COSTS	-	-	-	-	-	-	2,625	(2,625)	
PROPERTY MAINTENANCE	102	420	(318)	203	840	(637)	5,000	(4,797)	
ENGINEERING/ADMIN. STUDIES	-	670	(670)		1,340	(1,340)	8.000	(8,000)	
ENERGY COSTS	18,581	13,400	5,181	34,362	26,800	7,562	160,000	(125,638)	
CONSUMABLE SUPPLIES & CLEANING	107	300	(193)	472	600	(128)	3,500	(3,028)	
CHEMICALS, LUBRICANTS & FUELS	358	400	(42)	943	800	143	5,000	(4,057)	
SMALL EQUIPMENT & TOOLS COST		170	(170)	-	340	(340)	2,000	(2,000)	
PERMITS, FEES & TAXES	278	500	(222)	3,544	4,000	(456)	34,000	(30,456)	
MAP UPDATING/GIS EXP	210	420	(420)	0,044	840	(840)	5,000	(5,000)	
SERVICE METERS & PARTS COSTS	810	6,600	(5,790)	2,916	13,200	(10,284)	80,000	(77,084)	
WHOLESALE WATER PURCHASES	421.942	328,500	93,442	845.987	693,500	152,487	3,650,000	(2,804,013)	
WATER-MWD CAPACITY CHARGE	4,205	4,200	53,442	8,410	8,400	102,487	50,000	(41,590)	
WATER-READINESS TO SERVE/REFUSAL CHARGE	4,205	10,000	62	20,124	,	124	120,000	(99,876)	
WMWD-MGLMR EXP	10,002	10,000	02	20,124	20,000	124 -	116,314		
BAD DEBT EXPENSES	-	-	-	-	-	-	•	(116,314)	
	-	-	-	-	-	-	1,500	(1,500)	
CONSERVATION REBATE EXP	-	250	(250)	-	500	(500)	3,000	(3,000)	
	470 040	2,300	(2,300)	-	4,600	(4,600)	28,000	(28,000)	
TOTAL OPERATING EXPENSES	476,210	402,280	73,930	962,319	845,060	117,259	4,716,139	(3,753,820)	

	AUG			•	YEAR TO DATE	BUDGET	BUDGET	
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	2018-2019	REMAINING
ADMINISTRATIVE EXPENSES:								
CONTRACT MANAGEMENT	8,368	7,600	768	14,760	15,200	(440)	87,500	(72,740)
GENERAL ENGINEERING EXP	-	1,700	(1,700)	7,481	3,400	4,081	20,000	(12,519)
PLAN CHECK & INSPECTION EXP	-	900	(900)	-	1,800	(1,800)	10,000	(10,000)
EMPLOYEE BENEFITS-INS	1,365	1,350	15	2,800	2,700	100	17,500	(14,700)
EMPLOYEE BENEFITS-RETIREMENT	1,603	1,580	23	3,288	3,160	128	20,500	(17,212)
ANNUAL ASSESSMENT EXP	-	4,000	(4,000)	2,839	4,000	(1,161)	4,000	(1,161)
WAGES EXPENSE	10,123	11,100	(977)	20,153	22,200	(2,047)	143,500	(123,347)
VACATION EXP	996	950	46	1,993	1,900	93	11,300	(9,307)
MILEAGE EXP ADMIN	-	42	(42)	-	84	(84)	500	(500)
OVERTIME EXPENSE	-	80	(80)	-	160	(160)	1,000	(1,000)
PAYROLL TAX EXPENSES	180	230	(50)	358	460	(102)	2,950	(2,592)
CONTRACT STAFFING OFFICE	-	1,000	(1,000)	-	2,000	(2,000)	2,000	(2,000)
LEGAL EXPENSES	568	420	148	1,409	840	569	5,000	(3,591)
AUDIT EXPENSES	-	-	-		-	-	5,000	(5,000)
BOARD COMMITTEE/ MEETING EXP.	544	875	(331)	914	1,750	(836)	10,500	(9,586)
COMPUTER SYSTEM EXP	-	850	(850)	1,166	1,700	(534)	10,000	(8,834)
BANK CHARGES EXP	1,457	1,250	207	3,047	2,500	547	15,000	(11,953)
MISCELLANEOUS & EDUCATION EXP	210	200	10	210	400	(190)	2,000	(1,790)
TELEPHONE EXP	783	850	(67)	1,652	1,700	(48)	10,000	(8,348)
OFFICE SUPPLIES EXP	285	850	(565)	1,112	1,700	(588)	10,000	(8,888)
PRINTING EXPENSES	-	-	-	-	-	-	5,000	(5,000)
POSTAGE & DELIVERY EXPENSE	749	920	(171)	1,612	1,840	(228)	11,000	(9,388)
PUBLICATIONS, NOTICES & DUES	-	200	(200)	-	400	(400)	2,000	(2,000)
EQUIPMENT LEASE EXPENSES	759	500	259	759	1,000	(241)	6,000	(5,241)
INSURANCE EXPENSES	1,833	2,050	(217)	3,383	4,100	(717)	24,500	(21,117)
INVESTMENT EXPENSE	350	350	-	700	700	( <i>i</i> , ) -	4,200	(3,500)
ELECTION & PUBLIC HEARING EXP	-	-	_	-	-	_	4,200	(0,000)
COMMUNITY OUT REACH EXP	_	4.500	(4,500)	_	4,500	(4,500)	7.000	(7,000)
TOTAL ADMINISTRATIVE EXPENSES	30,173	44,347	(14,174)	69,636	80,194	(10,558)	447,950	(378,314)
TOTAL WATER EXPENSES	506,383	446,627	59,756	1,031,955	925,254	106,701	5,164,089	(4,132,134)
NET OPERATING REVENUE/EXPENSE	128,879	109,473	19,406	247,128	232,346	14,782	1,298,811	(1,051,683)
NON-OPERATING SOURCE OF FUNDS:	120,013	103,475	13,400	277,120	232,340	14,702	1,290,011	(1,001,000)
OTHER REVENUE REIMB-MANDATE COSTS							-	_
INTEREST INCOME	4,897	1,500	3,397	9,939	3,000	6,939	- 18,000	- (8,061)
PROPERTY TAX INCOME	4,097	1,300	(80)	9,939 1,602	2,000	(398)	40,000	(38,398)
TOTAL NON-OP SOURCE OF FUNDS	6,017	2,700	3,317	11,541	5,000	<u> </u>	58,000	(46,459)
TOTAL NON-OF SOURCE OF FUNDS	134,896	112,173	22,723	258,669		21,323		
	134,090	112,173	22,723		237,346	21,323	1,356,811	(1,098,142)
TRANSFER TO CAPITAL FUND-REPLACEMENT				87,414				
TRANSFER TO CAPITAL FUND-IMPROVEMENT				171,255				
CONNECTION FEES				195,421				
CAPACITY USAGE INCOME				132,323				
LONG TERM DEBT REDUCTION			-	(132,323)				
			-	•				

#### WATER CAPITAL FUND:

ENDING FUNDS AVAILABLE 2017-2018	10,930,588
TRANSFER FOR CAPITAL FUND REPLACEMENT	87,414
TRANSFER FOR CAPITAL IMPROVEMENTS	366,676
CAPITAL IMPROVEMENT (SEE ATTACHED DETAIL)	(5,585)
TOTAL FUNDS AVAILABLE	11,379,093

	AUG			Y	YEAR TO DATE	BUDGET	BUDGET	
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	2018-2019	REMAINING
<u>ID#1 DEPARTMENT</u>								
OPERATING REVENUE:								
ANNUAL SEWER SERVICE CHARGE	13,725	13,725	-	27,450	27,450	-	164,700	(137,250)
TOTAL ID #1 REVENUE	13,725	13,725	-	27,450	27,450	-	164,700	(137,250)
OPERATING EXPENSES:								
MONTHLY TREATMENT PLANT COSTS	10,766	10,766	-	21,533	21,533	-	133,078	(111,545)
TOTAL OPERATING COSTS	10,766	10,766	-	21,533	21,533	-	133,078	(111,545)
ADMINISTRATIVE EXPENSES:								
ANNUAL ASSESSMENT PROCESSING	-	-	-	-	-	-	3.000	(3,000)
TOTAL ADMINISTRATIVE EXPENSES	-	-	-	-	-	-	3,000	(3,000)
TOTAL ID#1 EXPENSES	10,766	10,766	-	21,533	21,533	-	136,078	(114,545)
NET OPERATING REVENUE/EXPENSE	2,959	2,959		5,917	5,917		28,622	(22,705)
NON-OPERATING SOURCE OF FUNDS:								
INTEREST INCOME	102	30	72	207	60	147	400	(193)
TOTAL NON-OPER SOURCE OF FUNDS	102	30	72	207	60	147	400	(193)
TOTAL REVENUE/EXPENSE	3,061	2,989	72	6,124	5,977	147	29,022	(22,898)
TRANSFER TO CAPITAL FUND-REPLACEMENT	<b>.</b>			3,298	,		,	
TRANSFER TO CAPITAL FUND-IMPROVEMENT				2,826				
				-				
ID #1 FUND BALANCE:								
ENDING FUNDS AVAILABLE 2017-2018	488.997							
TRANSFER FOR CAPITAL FUND REPLACEMENT	3,298							
TRANSFER FOR CAPITAL IMPROVEMENTS	2,826							
CAPITAL IMPROVEMENT (SEE ATTACHED DETAIL)	· · ·							
TOTAL FUNDS AVAILABLE	495,121							

		AUG		•	YEAR TO DATE	BUDGET	BUDGET	
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	2018-2019	REMAINING
<u>ID#2 DEPARTMENT</u>								
OPERATING REVENUE:								
ANNUAL SEWER SERVICE CHARGE	15,525	15,525	-	31,050	31,050	-	191,820	(160,770)
TOTAL ID #2 REVENUE	15,525	15,525	-	31,050	31,050	-	191,820	(160,770)
OPERATING EXPENSES:								-
MONTHLY TREATMENT PLANT COSTS	12,179	12,179	-	24,357	24,357	-	150,530	(126,173)
TOTAL OPERATING COSTS	12,179	12,179	-	24,357	24,357	-	150,530	(126,173)
ADMINISTRATIVE EXPENSES:								
GENERAL ENGINEERING EXP	-	_	_	_	_	-	2,500	(2,500)
ANNUAL ASSESSMENT PROCESSING	-	_	_	_	_	_	3,000	(3,000)
TOTAL ADMINISTRATIVE EXPENSES	-	-	-	-	-	-	5,500	(5,500)
TOTAL ID#2 EXPENSES	12,179	12,179		24,357	24,357		156,030	(131,673)
NET OPERATING REVENUE/EXPENSE	3,346	3,346		6,693	6,693	-	35,790	(29,097)
NON-OPERATING SOURCE OF FUNDS:								
INTEREST INCOME	204	66	138	414	132	282	800	(386)
TOTAL NON-OPER SOURCE OF FUNDS	204	66	138	414	132	282	800	(386)
TOTAL REVENUE/EXPENSE	3,550	3,412	138	7,107	6,825	282	36,590	(29,483)
TRANSFER TO CAPITAL FUND-REPLACEMENT		•,		12,278	0,010			(20,100)
TRANSFER TO CAPITAL FUND-IMPROVEMENT				(5,171)				
				<u>-</u>				
ID #2 FUND BALANCE:								
ENDING FUNDS AVAILABLE 2017-2018	171,648							
TRANSFER FOR CAPITAL FUND REPLACEMENT	12,278							
TRANSFER FOR CAPITAL IMPROVEMENTS	(5,171)							
CAPITAL IMPROVEMENT-PLANT REMOVAL	- 178,755							
TOTAL FUNDS AVAILABLE	1/8,/55							

		AUG		١	EAR TO DATE	E	BUDGET	BUDGET
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	2018-2019	REMAINING
<u>NON-POTABLE WATER DEPARTMENT</u>								
OPERATING REVENUE:								
RECYCLED/NON-POTABLE WATER SALES	232,101	170,000	62,101	456,538	357,000	99,538	1,700,000	(1,243,462)
RECYCLED/ NON-POT WATER FIXED CHARGE	17,697	16,600	1,097	36,449	33,200	3,249	200,000	(163,551)
RECYCLED/NON-POTABLE PUMPING CHARGE	7,733	3,335	4,398	15,043	6,670	8,373	40,000	(24,957)
MISC INCOME	1,300	1,000	300	2,510	2,000	510	12,000	(9,490)
INSPECTION REVENUE	2,646	2,400	246	5,508	4,800	708	29,000	(23,492)
TOTAL NON-POTABLE REVENUE	261,477	193,335	68,142	510,540	403,670	112,378	1,981,000	(1,464,952)
OPERATING EXPENSES:								
RECYCLED/NON-POTABLE LABOR EXP	7,256	7.600	(344)	14,492	14,200	292	85,500	(71,008)
INSPECTION WAGES EXPENSE	1,551	1,500	51	3,102	3,000	102	19,600	(16,498)
PAYROLL TAXES EXP	113	140	(27)	230	280	(50)	1,800	(1,570)
EMPLOYEE BENEFITS-INS	626	885	(259)	1,415	1,770	(355)	11,500	(10,085)
EMPLOYEE BENEFITS-RETIREMENT	625	885	(260)	1,416	1,770	(354)	11,500	(10,084)
MILEAGE EXP	36	20	16	110	40	70	200	(90)
OVERTIME EXP	751	330	421	1,778	660	1,118	4,000	(2,222)
VACATION EXP	156	460	(304)	312	920	(608)	5,500	(5,188)
SCADA SYS EXP	150	420	(270)	537	840	(303)	5,000	(4,463)
LABORATORY TESTING COSTS	-	300	(300)	-	600	(600)	3,000	(3,000)
EQUIPMENT REPAIRS & MAINT.	-	8,300	(8,300)	2,308	16,600	(14,292)	100,000	(97,692)
NONPOTABLE WATER LINE REPAIR	-	8,300	(8,300)	-	16,600	(16,600)	100,000	(100,000)
SECURITY AND ALARM EXP	-	-	-	-	-	-	1,875	(1,875)
PROPERTY MAINTENANCE	73	420	(347)	145	840	(695)	5,000	(4,855)
ENERGY COSTS	29,990	27,500	2,490	60,895	57,750	3,145	275,000	(214,105)
CONSUMABLE SUPPLIES EXP	76	125	(49)	337	250	87	1,500	(1,163)
CHEMICALS, LUBRICANTS & FUELS	256	250	6	673	500	173	3,000	(2,327)
PERMITS AND FEES EXP	134	500	(366)	269	1,000	(731)	6,000	(5,731)
SERVICE METERS AND PARTS COSTS	-	600	(600)	-	1,200	(1,200)	7,000	(7,000)
RECYCLED SIGN/TOOLS EXP	-	400	(400)	-	800	(800)	4,000	(4,000)
MISC OPERATING EXP	-	-	-	-	-	-	500	(500)
POTABLE WATER EXP	-	11,000	(11,000)	-	22,000	(22,000)	130,000	(130,000)
BAD DEBT	-	-	-	-	-	-	1,600	(1,600)
CONTINGENCIES	-	2,000	(2,000)	-	4,000	(4,000)	26,000	(26,000)
TOTAL OPERATING EXPENSES	41,793	71,935	(30,142)	88,019	145,620	(57,601)	809,075	(721,056)
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		AUG		•	YEAR TO DATE	I	BUDGET	BUDGET
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	2018-2019	REMAINING
ADMINISTRATIVE EXPENSES:								
CONTRACT MANAGEMENT	5,977	5,450	527	10,542	8,000	2,542	62,500	(51,958)
GENERAL ENGINEERING/ PLAN CHECK EXP	-	1,250	(1,250)	2,000	2,500	(500)	15,000	(13,000)
INSPECTION EXP		420	(420)	-	840	(840)	5,000	(5,000)
EMPLOYEE BENEFITS-INS	1,123	1,000	123	2,304	2,000	304	12,500	(10,196)
EMPLOYEE BENEFITS-RETIREMENT	996	1,150	(154)	2,043	2,300	(257)	15,000	(12,957)
WAGES EXPENSE	7,231	7,900	(669)	14,395	15,800	(1,405)	102,500	(88,105)
VACATION EXP	199	600	(401)	399	1,200	(801)	7,100	(6,701)
MILEAGE EXP	-	20	(20)	-	40	(40)	200	(200)
OVERTIME EXP	-	50	(50)	-	100	(100)	500	(500)
PAYROLL TAX EXPENSE	128	145	(17)	256	290	(34)	1,850	(1,594)
CONTRACT STAFFING EXP	-	1,000	(1,000)	-	2,000	(2,000)	2,000	(2,000)
LEGAL EXPENSE	406	425	(19)	1,006	825	181	5,000	(3,994)
AUDIT EXP	-	-	-	-	-	-	4,000	(4,000)
BOARD FEES EXP	388	625	(237)	653	1,250	(597)	7,500	(6,847)
ELECTION EXP	-	-	-	-	-	-	-	-
COMPUTER SYSTEMS EXP	-	800	(800)	833	1,600	(767)	10,000	(9,167)
BANK CHARGES	1,041	800	241	2,176	1,600	576	10,000	(7,824)
MISC & EDUCATION EXP	150	80	70	150	160	(10)	1,000	(850)
TELEPHONE EXP	559	500	59	1,180	1,000	180	6,000	(4,820)
OFFICE SUPPLIES	298	425	(127)	647	825	(178)	5,000	(4,353)
PRINTING EXP	-	250	(250)	-	500	(500)	3,000	(3,000)
POSTAGE EXP	612	710	(98)	1,229	1,420	(191)	8,500	(7,271)
PUBLICATION EXP	-	170	(170)		340	(340)	2,000	(2,000)
EQUIPMENT LEASE EXP	542	300	242	542	600	(58)	3,500	(2,958)
INSURANCE EXPENSE	1,309	1,460	(151)	2,416	2,920	(504)	17,500	(15,084)
ANNUAL ASSESSMENT EXP		-	-	-	-	-	3,000	(3,000)
INVESTMENT EXPENSE	250	250	-	500	500	-	3,000	(2,500)
COMMUNITY OUTREACH EXP	-	-	-	-	-	-	4,800	(4,800)
TOTAL ADMINISTRATIVE EXPENSES	21,209	25,780	(4,571)	43,271	48,610	(5,339)	317,950	(274,679)
TOTAL NON-POTABLE OPERATING EXPENSES	63,002	97,715	(34,713)	131,290	194,230	(62,940)	1,127,025	(995,735)
NET OPERATING REVENUE/EXPENSE	198,475	95,620	102,855	379,250	209,440	169,810	853,975	(474,725)
NON-OPERATING SOURCE OF FUNDS:								<u> </u>
INTEREST INCOME	1,122	300	822	2,277	600	1,677	3,500	(1,223)
TOTAL NON-OP SOURCE OF FUNDS	1,122	300	822	2,277	600	1,677	3,500	(1,223)
TOTAL REVENUE/EXPENSE	199,597	95,920	103,677	381,527	210,040	171,487	857,475	(475,948)
TRANSFER TO CAPITAL FUND-REPLACEMENT				59,408	,	,		(
TRANSFER TO CAPITAL FUND-IMPROVEMENT				322,119				
CONNECTION FEES			_	-				
			-	-				
NON-POTABLE FUND BALANCE: ENDING FUNDS AVAILABLE 2017-2018	2,668,491							
TRANSFER FOR CAPITAL FUND REPLACEMENT	59,408 222,440							
TRANSFER FOR CAPITAL IMPROVEMENTS	322,119 (285,805)							
CAPITAL IMPROVEMENT (SEE ATTACHED DETAIL)	(285,805)							
TOTAL FUNDS AVAILABLE	2,764,213							

#### Temescal Valley Water District Capital Projects Yearly Miscellaneous and Multi - Year

Capital Projects				So	ource of Fund	ling				AS OF AUG	UST	31, 2018 E	XPEN	DITURES				
FY 2018/2019 Maintenance/ General Projects	Total Cost	Se	ewer Fund	W	Vater Fund	R	ecycled Fund	I	Previous			Curre	nt			Total	1	Variance
	r								YR	Sewer Fur	d	Water Fu	ıd	Recycled Fund		YTD	-	
Computer and Software Upgrades	\$ 25,000		10,000		8,750		6,250	\$	-	\$ -		\$		\$ -	\$	-	\$	25,000
General Building Improvements	\$ 40,000		16,000	\$	14,000		10,000	\$	-	\$ -		\$		\$-	\$	-	\$	40,000
Convert to Recycled	\$ 135,000		-	\$	75,000	\$	60,000	\$	-	\$ -		\$		\$-	\$	-	\$	135,000
Replace VFD	\$ 40,000		40,000		-	\$	-	\$	-	\$ -		\$		\$ -	\$	-	\$	40,000
Sewer Management Plan Update	\$ 45,000		45,000		-	\$	-	\$	9,562			\$		*	\$	-	\$	35,438
New Generator design	\$ 54,150		54,150	\$	-	\$	-	\$	43,065			\$		\$ -	\$	-	\$	11,085
Park Canyon RW Design and Easements	\$ 90,000		-	\$	-	\$	90,000	\$	17,074			Ψ		\$	\$	-	\$	72,926
Water System Master Plan Update	\$ 20,000		-	\$	20,000	\$	-	\$	-	\$ -		\$ 3,7	60	\$ -	\$	3,760	\$	16,240
Sewer System Master Plan	\$ 100,000		100,000	\$	-	\$	-	\$	-	\$ -		\$		\$	\$	-	\$	100,000
Non-Potable Recycled Water Plan Update	\$ 30,000		-	\$	-	\$	30,000	\$	-	\$ -		\$		\$	\$	-	\$	30,000
WRF Compliance Instrumentation Replacement	\$ 40,000		25,000	\$		\$	15,000	\$	-			\$		\$	\$	-	\$	40,000
Well Cleaning and Rehab	\$ 125,000	\$	-	\$	50,000	\$	75,000	\$	61,723	\$ -		\$		\$-	\$	-	\$	63,277
Operation Building Office Rehab and Improvements	\$ 85,000	\$	34,000	\$	30,000	\$	21,000	\$	-	\$ -		\$		\$-	\$	-	\$	85,000
Painting Syc Crk Potable Water Tank	\$ 500,000	\$	-	\$	500,000	\$	-	\$	-	\$ -		\$		\$-	\$	-	\$	500,000
Forklift	\$ 25,000	\$	25,000	\$	-	\$	-	\$	-	\$ 17,9	36	\$		\$-	\$	17,936	\$	7,064
New Energy Saving Plant Lighting	\$ 52,000	\$	52,000	\$	-	\$	-	\$	-	\$ -		\$		\$-	\$	-	\$	52,000
Air Actuator valves	\$ 42,000	\$	42,000	\$	-	\$	-	\$	21,984	\$ -		\$		\$-	\$	-	\$	20,016
Subtotal Maintenance and General	\$ 1,448,150	\$	443,150	\$	697,750	\$	307,250	\$	153,408	\$ 17,9	36	\$ 3,7	60	\$ -	\$	21,696	\$	1,273,046
Multiple Fiscal Year Projects																		
Multiple Fiscal Feat Flopeets																		
Knabe Non-Potable Line	\$ 722,000	\$	-	\$	-	\$	722,000	\$	411,823	s -		\$		\$ 285,805	\$	285,805	\$	24,372
Recycled and Non-potable Pipeline extentions	\$ 775,000	\$	-	\$	-	\$	775,000	\$	-	\$ -		\$		\$ -	\$	-	\$	775,000
Upgrade STP PLCs	\$ 250,000	S	100,000	\$	87,500		62,500	\$	229,114			\$		s -	\$	-	\$	20,886
WRF 225,000 GPD Upgrade (SBR Controls)	\$ 1,230,000	\$	1,230,000	\$		\$	-	\$	-	\$ -		\$		\$ -	\$	-	\$	1,230,000
WRF 225,000 GPD Upgrade (Generator)	\$ 500.000	S	500,000	\$	-	\$	-	\$	29,024	-		\$		s -	\$	-	\$	470,976
WRF 225,000 GPD Expansion (District Share)	\$ 3.520.000	S	3,520,000		-	\$	-	S	-	\$ -		\$		s -	S	-	\$	3,520,000
GIS Mapping - Water Sewer RW pipelines and facilities	\$ 171,700		66.000		66,000		39,700	\$	62,466	\$ 1.2	63	s 1.8	25	s -	\$	3,088	\$	106,146
Well Replacement	\$ 300,000		-	\$		\$	300,000	\$	-	\$ -		-		s -	\$	-	\$	300,000
SCADA Tower	\$ 60,000		30,000		30,000	\$	-	\$	-	\$ -		\$		\$ -	S	-	\$	60,000
Groundwater Study and Development (inc GSA)	\$ 428,000		-	\$	60,000		368,000	\$	131,140			• •		- \$ -	\$	-	\$	296,860
Alternate Tertiary Percolation Area	\$ 320,000		300,000			\$	20,000	\$	152,143		_			- \$ -	\$	-	\$	167,857
Dawson Canyon Potable Reservoir Design	\$ 160,000		-	\$	160,000		-	\$	61,257		_	• •		- \$ -	\$	-	\$	98,743
Corona Customer Conversion-Temescal Cyn Rd.	\$ 225,000		-	\$	225,000		-	\$	-	\$ -		• •			\$	-	\$	225,000
COR Temescal Cyn Rd widening - pipeline relocation.	\$ 500,000		-	\$	250,000		250,000	\$	-	\$ -				ş -	\$	-	\$	500,000
Subtotal Multiple Year	• • • • • • • • •		5,746,000	\$	878,500		2,537,200		1,076,967		63		25		\$	288,893	\$	7,795,840
······································	, ., .,	-	,,			-	,,		, , ,	,-	-	-,-	-			, •		
TOTAL	\$ 10.609.850	\$	6.189.150	\$	1,576,250	\$	2,844,450	\$	1.230.375	\$ 19.1	99	\$ 5.5	85	\$ 285.805	S	310.589	\$	9.068.886
										••••••••••••••••••••••••••••••••••••••								

## TEMESCAL VALLEY WATER DISTRICT Community Facilities District No. 1 Financing Authority (Sycamore Creek) 8/31/2018

<u>Special Tax Fund (Acct #105636-009)</u> Account Balance at Wilmington Trust	\$ 1,795.24
BONDS PR ACCT (Acct # 105636-010) Account Balance at Wilmington Trust	1,876,921.19
Administrative Expense Fund(Acct #105636-011) Account Balance at Wilmington Trust	1.42
<u>Surplus Fund (Acct #105636-012)</u> Account Balance at Wilmington Trust	1,479,939.19
<u>Re-call Fund (Acct #105636-025)</u> Account Balance at Wilmington Trust	-

TOTAL \$ 3,358,657.04

## TEMESCAL VALLEY WATER DISTRICT Community Facilities District No. 2 Financing Authority (Montecito Ranch) 8/31/2018

<u>Special Tax Fund (Acct #105636-014)</u> Account Balance at Wilmington Trust	\$ 189.55
BONDS PR ACCT (Acct # 105636-015) Account Balance at Wilmington Trust	284,449.48
<u>Administrative Expense Fund(Acct #105636-016)</u> Account Balance at Wilmington Trust	1.33
<u>Surplus Fund (Acct #105636-017)</u> Account Balance at Wilmington Trust	375,581.08

TOTAL \$ 660,221.44

## TEMESCAL VALLEY WATER DISTRICT Community Facilities District No. 3 Financing Authority (The Retreat) 8/31/2018

<u>Special Tax Fund (Acct #105636-019)</u> Account Balance at Wilmington Trust	\$ 1,232.74
BONDS PR ACCT (Acct # 105636-020) Account Balance at Wilmington Trust	1,397,058.08
Administrative Expense Fund(Acct #105636-021) Account Balance at Wilmington Trust	1.42
<u>Surplus Fund (Acct #105636-022)</u> Account Balance at Wilmington Trust	968,177.14

TOTAL

\$ 2,366,469.38

## TEMESCAL VALLEY WATER DISTRICT Community Facilities District Financing Authority

## 8/31/2018

Senior Lien Bonds - Revenue Fund (Acct #105636-000) - Lien Interest A/C ( Acct #105636-001)	\$	- 30,332.13
<ul> <li>Lien Principal A/C (Acct #105636-002)</li> </ul>		-
<ul> <li>Financing Authority Surplus A/C (Acct #105636-0</li> </ul>	003)	-
<ul> <li>Reserve Fund CFD #1 (Acct #105636-004)</li> </ul>		2,267,829.15
- Reserve Fund CFD #2 (Acct #105636-005)		276,345.27
- Reserve Fund CFD #3 (Acct #105636-006)		1,497,043.28
Junior Lien Bonds - Revenue Fund (Acct #105639-000)	\$	0.01
- Lien Interest A/C (Acct #105639-001)		71,781.47
- Lien Principal A/C (Acct #105639-002)		-
- Financing AuthoritySurplus A/C (Acct #105639-0	03)	-
- Reserve Fund CFD #1 (Acct #105639-004)		619,674.31
- Reserve Fund CFD #2 (Acct #105639-005)		100,275.85
- Reserve Fund CFD #3 (Acct #105639-006)		541,408.85

TOTAL \$ 5,404,690.32



## JOHN CHIANG TREASURER STATE OF CALIFORNIA



#### PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
08/13/18	1.98	1.96	192
08/14/18	1.98	1.96	190
08/15/18	1.99	1.96	191
08/16/18	2.01	1.96	192
08/17/18	2.01	1.96	191
08/18/18	2.01	1.96	191
08/19/18	2.01	1.96	191
08/20/18	2.01	1.96	191
08/21/18	2.01	1.96	189
08/22/18	2.01	1.96	188
08/23/18	2.02	1.96	191
08/24/18	2.02	1.97	191
08/25/18	2.02	1.97	191
08/26/18	2.02	1.97	191
08/27/18	2.02	1.97	188
08/28/18	2.02	1.97	187
08/29/18	2.02	1.97	187
08/30/18	2.02	1.97	186
08/31/18	2.04	1.97	191
09/01/18	2.04	1.97	191
09/02/18	2.04	1.97	191
09/03/18	2.04	1.97	191
09/04/18	2.04	1.97	191
09/05/18	2.04	1.98	189
09/06/18	2.04	1.98	189
09/07/18	2.04	1.98	190
09/08/18	2.04	1.98	190
09/09/18	2.04	1.98	190
09/10/18	2.05	1.98	189
09/11/18	2.05	1.98	189
09/12/18	2.05	1.98	189

#### \*Daily yield does not reflect capital gains or losses

View Prior Month Daily Rates

#### LAIF Performance Report

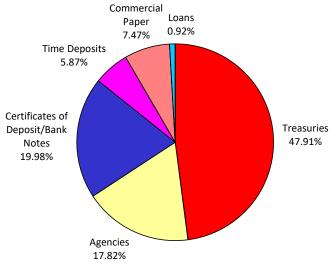
#### Quarter Ending 06/30/18

Apportionment Rate: Earnings Ratio: Fair Value Factor: Daily: Quarter to Date: Average Life: 1.90% 0.00005216919081336 0.998126869 1.92% 1.76% 193

#### PMIA Average Monthly Effective Yields

Aug 2018	1.998
July 2018	1.944
June 2018	1.854





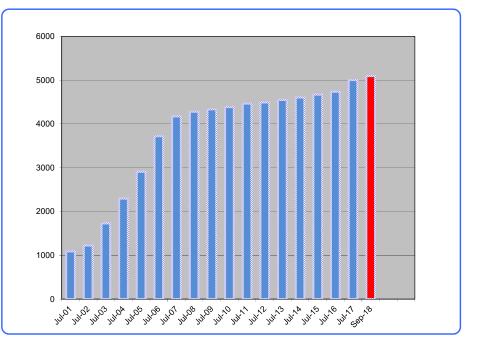
Percentages may not total 100%, due to rounding.

# Active Lien Board Update

Balance as of 8/28/18:	\$11,122.27
Payments received:	\$0.00
New liens recorded:	\$87.93
ACTIVE	
Active liens value	\$276.12
Number of active liens	4
WRITTEN OFF	
Written off liens value	\$10,934.08
Number of written off liens	53
Released liens 6/13/07 - 9/25/18:	\$173,614.74

#### TEMESCAL VALLEY WATER DISTRICT CUSTOMER COUNT PER YEAR(RESIDENTIAL) (Excludes SID#1 and SID#2 sever customers)

DATE	Jul-01	Jul-02	Jul-03	Jul-04	Jul-05	Jul-06	Jul-07	Jul-08	Jul-09	Jul-10	Jul-11	Jul-12	Jul-13	Jul-14	Jul-15	Jul-16	Jul-17	Sep-18
CUSTOMERS	1090	1223	1729	2295	2910	3718	4173	4279	4332	4386	4463	4492	4547	4605	4670	4736	5000	5094



RESIDENTIAL	Total Homes	Complet	ted Ho	nes
Wildrose Ranch	1043	1043	100%	
Trilogy at Glen Ivy	1317	1317	100%	
Painted Hills	204	204	100%	
Canyon Oaks	26	26	100%	
Montecito Ranch	305	305	100%	
Sycamore Creek	1735	1548	89%	
The Retreat	525	517	98%	
Terramor	1443	134	9%	15 MODELS
Harmony Grove	50	0	0%	
	6648	5094	77%	

## TOTAL CUSTOMER COUNT REPORT August 31, 2018

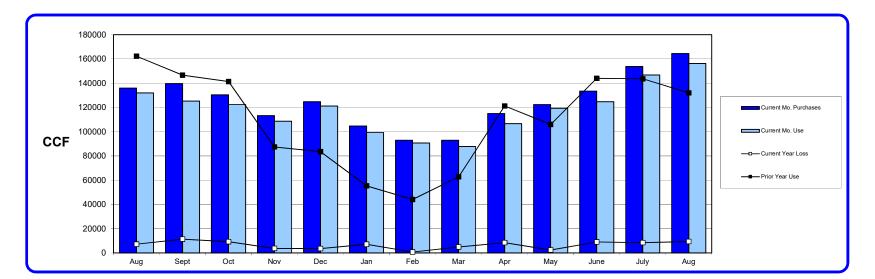
Water &	Water	Sewer	Count
Sewer	Only	Only	
		Butterfield (305)	
		Calif. Meadows (345)	
5390	2	650	6042
85	0	2	87
41	Ŭ	2	41
4	1	0	5
0	66	0	66
0	141	0	141
0	21	0	21
	Sewer 5390 85 41 4 0 0	Sewer         Only           5390         2           85         0           41         1           4         1           0         66           0         141	Sewer         Only         Only           Butterfield (305) Calif. Meadows (345)         Butterfield (305) Calif. Meadows (345)           5390         2         650           85         0         2           41         1         0           0         666         0           0         141         0

## **DELINQUENT REPORT**

Meters Read - Customers Billed	5710	
Received Delinquent Notice on current bill	380	6.65%
Turned Off for lack of payment	13	0.23%
Customers turned back on, amount paid	13	0.23%

## WATER USAGE REPORT FOR THIRTEEN MONTHS

	Aug	Sept	Oct	Nov	Dec	JAN	Feb	Mar	Apr	Мау	June	July	Aug	TOTAL
Beg Water Levels	10333	7035	9975	8641	9467	9328	7546	9049	9311	9222	9943	9673	11347	
Ending Water Levels	7035	<b>9975</b>	8641	9467	9328	7546	9049	9311	9222	9943	9673	11347	10107	
<b>Cur Yearly Purchases</b>	136030	139591	130347	113260	124709	104698	92998	92960	115005	122466	133518	153700	164495	1623777
Cur Yr Monthly Use	132059	125247	122417	108702	121203	99305	90737	87771	106589	119302	124735	146815	156286	1541168
Prior Yr Monthly Use	162272	146618	141397	87384	83501	55396	44125	62713	121182	106003	144053	143645	132059	1430348



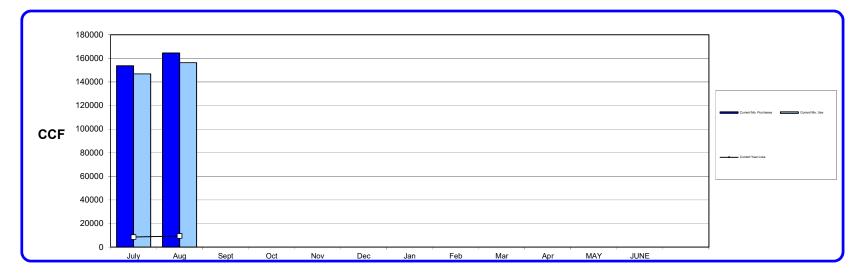
KEY 2016-2017 2017-2018 2018-2019

Beginning Water in System	10333 CCF	
Water Purchased in last 13 months	1623777 CCF	
Water Used in last 13 months	1541168 CCF	
Water Remaining in System	10107 CCF	
(Loss)/Gain over last 13 months	(82835) CCF	-5.10%

Printed: 20-Sep-18 SED

## WATER USAGE REPORT FOR FY 2018-2019

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Мау	June	TOTAL
Beg Water Levels	9673	11347											
Ending Water Levels	11347	10107											
Cur Yearly Purchases	153700	164495											318195
Cur Yr Monthly Use	146815	156286											303101
GAIN/LOSS (UNITS)	8559	9449											18008



YEAR	%
2014-2015	-5.61
2015-2016	-4.83
2016-2017	-8.01
2017-2018	-5.36

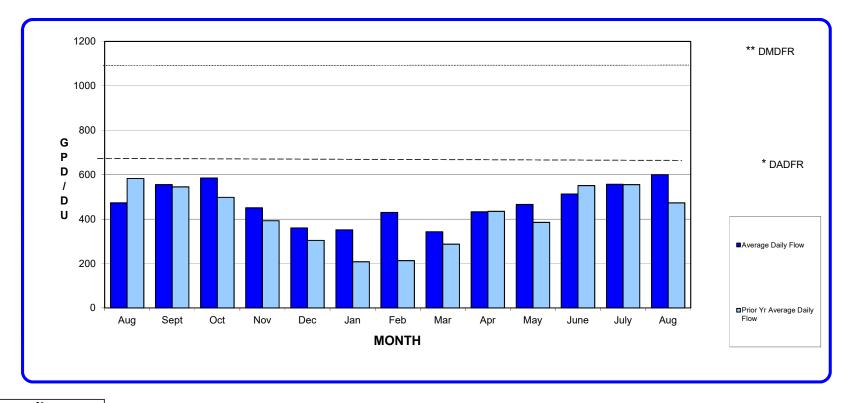
SUMMARY	CCF						
Beginning Water in System	9673 CCF						
Water Purchased	318195 CCF						
Water Used	303101 CCF						
Water Remaining in System	10107 CCF						
(Loss)/Gain FY to date	(14660) CCF -4.61%						

Printed: 20-Sep-18 SED

## RESIDENTIAL WATER USAGE AVERAGE DAILY FLOW

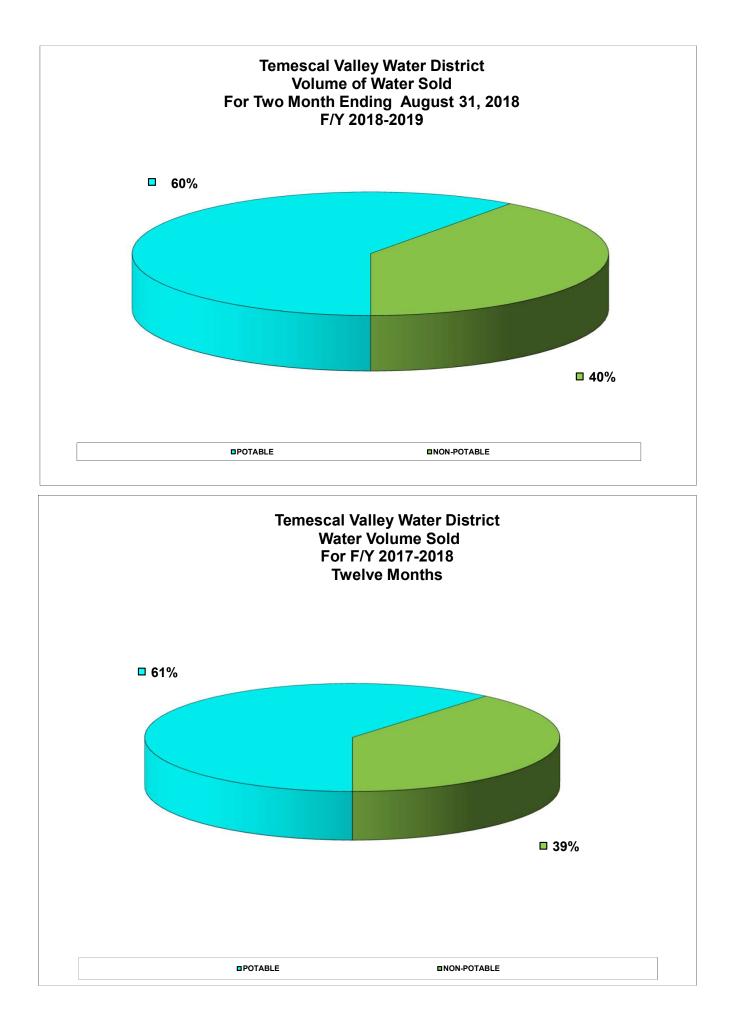
## (GALLONS per DAY per RESIDENTIAL DWELLING UNIT CONNECTED)

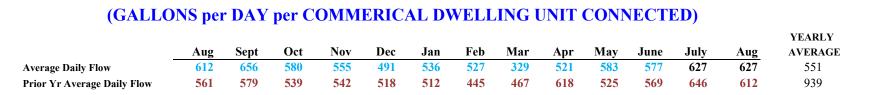
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	YEARLY AVERAGE
Average Daily Flow	473	555	585	451	360	352	430	343	433	466	513	557	600	470
Prior Yr Average Daily Flow	583	545	<b>498</b>	393	304	208	213	287	435	385	551	555	473	404



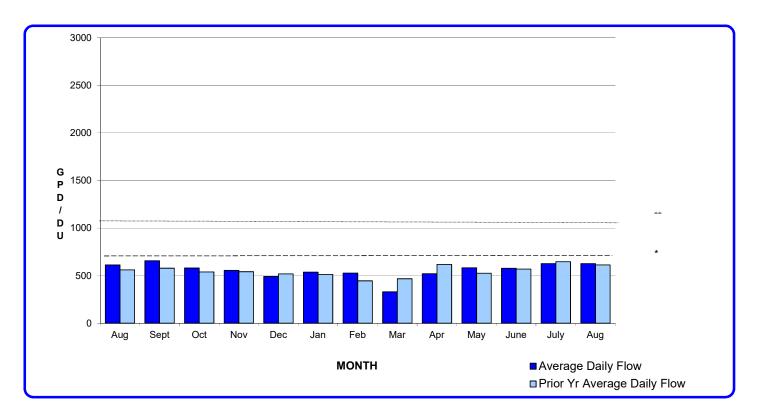
Key 2016-2017 2017-2018 2018-2019 \*DESIGN AVERAGE DAILY FLOW RATE IN GPD (650)

\*\* DESIGN MAXIMUM DAILY FLOW RATE IN GPD (1140)





COMMERCIAL WATER USAGE AVERAGE DAILY FLOW



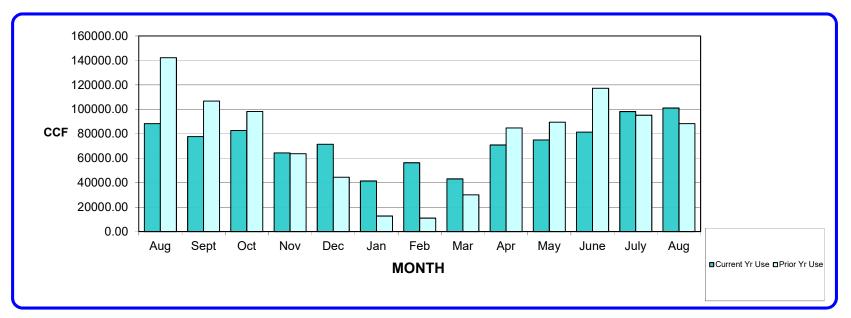


\* DESIGN AVERAGE DAILY FLOW RATE IN GPD (650)

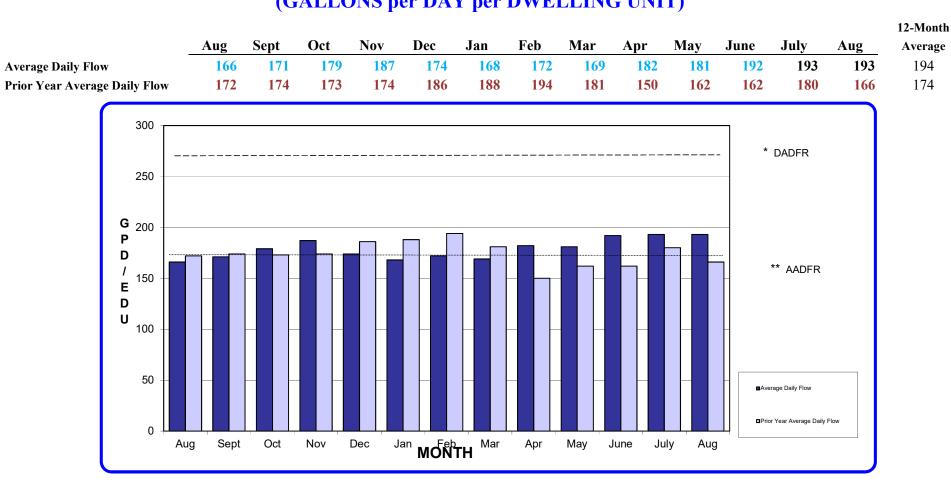
\*\* DESIGN MAXIMUM DAILY FLOW RATE IN GPD (1140)

## RECYCLED AND NON-POTABLE WELL WATER MONTHLY FLOW (ccf)

	Aug Se	ept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
Current Yr Use	88355.76 776	651.75	82662.81	64288.64	71437.89	41374.89	56321.00	43054.20	70816.32	74999.30	81380.55	98207.89	101012.78
Prior Yr Use	142210.12 1067	718.90	98261.40	63655.96	44418.02	12663.02	10972.41	29977.05	84766.00	89476.06	117228.16	95220.93	88355.76
Revenue	\$175,828 \$15	54,525	\$164,497	\$127,933	\$142,160	\$82,336	\$89,190	\$95,150	\$173,703	\$205,689	\$207,857	\$243,245	\$267,773



Key 2016-2017 2017-2018 2018-2019



AVERAGE DAILY FLOW (GALLONS per DAY per DWELLING UNIT)

**RESIDENTIAL & COMMERCIAL SEWER USAGE** 

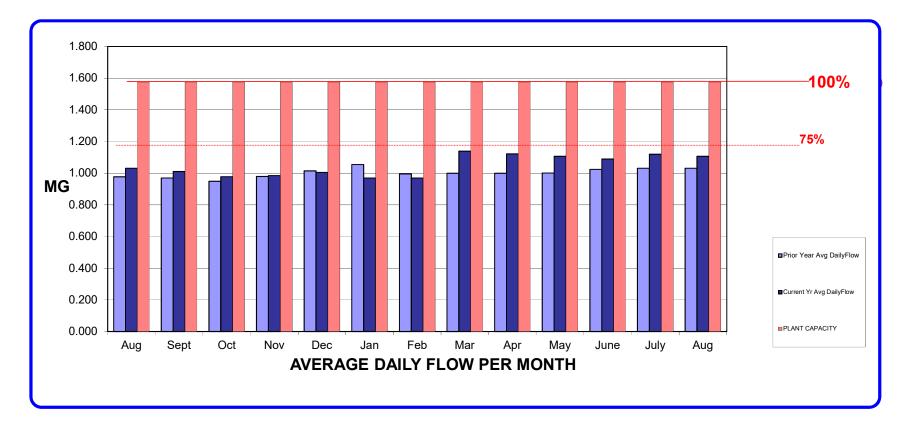
Key 2016-2017 2017-2018 2018-2019

\*\* ACTUAL AVERAGE DAILY FLOW RATE IN GPD

# **RECLAMATION PLANT FLOW REPORT AVERAGE DAILY FLOW (Million Gallons)**

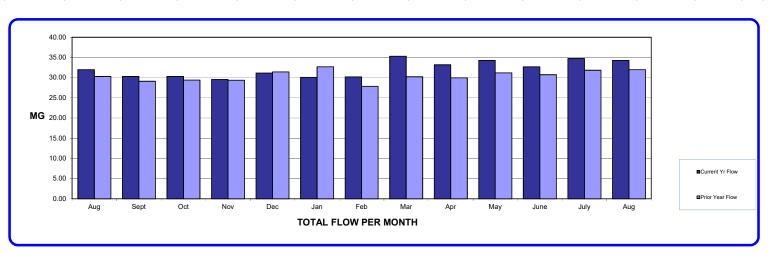
2016-2017 2017-2018 2018-2019	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
<b>Current Yr Avg DailyFlow</b>	1.0310	1.0100	0.9780	0.9850	1.0050	0.9700	0.9700	1.1390	1.1210	1.1060	1.0890	1.1200	1.1060
Prior Year Avg DailyFlow	0.9770	0.9700	0.9490	0.9790	1.0140	1.0540	0.9950	0.9990	0.9990	1.0006	1.0240	1.0310	1.0310
PLANT CAPACITY	1.575	1.575	1.575	1.575	1.575	1.575	1.575	1.575	1.575	1.575	1.575	1.575	1.575

Key



	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total/yr
<b>Current Yr Flow</b>	31.97	30.30	30.32	29.55	31.15	30.07	30.18	35.31	33.20	34.28	32.67	34.73	34.29	386.04
<b>Prior Year Flow</b>	30.30	29.11	29.41	29.36	31.42	32.68	27.87	30.22	29.95	31.19	30.73	31.84	31.97	365.75
Potential Revenue	\$85,032	\$80,598	\$80,651	\$78,606	\$82,854	\$79,986	\$80,279	\$104,341	\$116,793	\$117,052	\$124,060	\$124,060	\$124,060	\$1,193,340

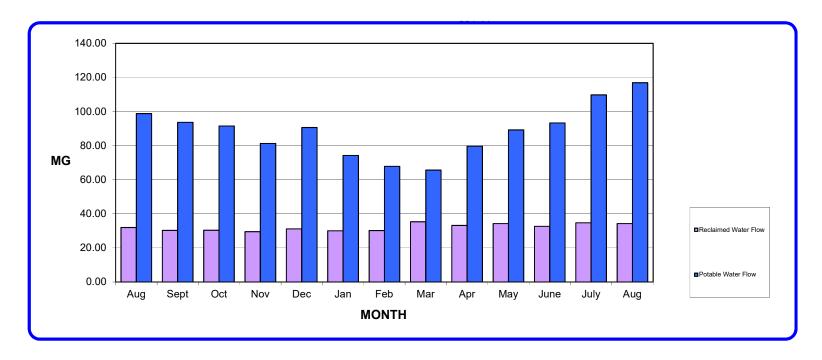
## RECLAMATION PLANT DISCHARGE REPORT MONTHLY FLOW (Million Gallons)



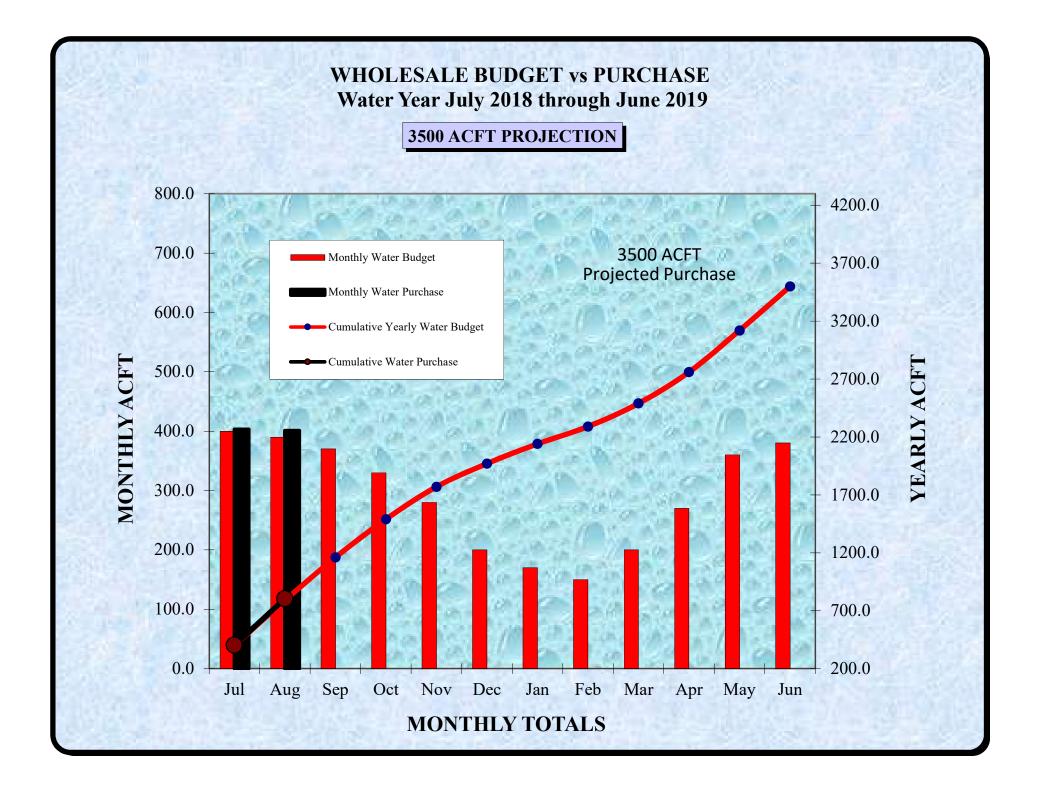
Key 2016-2017 2017-2018 2018-2019 Note - recycled water only

# RECLAIMED WATER VERSUS POTABLE WATER MONTHLY FLOW (Million Gallons)

	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
No. of Sewer Dwelling		_							_	-		-	
Units Connected	5926	5897	5910	5909	5957	5970	5857	5965	5978	6025	6028	6029	6343
<b>Reclaimed Water Flow</b>	31.97	30.30	30.32	29.55	31.15	30.07	30.19	35.31	33.20	34.28	32.67	34.73	34.29
<b>Potable Water Flow</b>	98.78	93.69	91.57	81.31	90.66	74.28	67.87	65.65	79.73	89.24	93.30	109.82	116.90



									AVG		TOTAL	
				Painted	Syc			Avg All	IND-BK / IRR	RECYCLED- Inc	NONPOT-	NONPOT-Trilogy
Month	Wildrose(2)	Montecito(3)	Trilogy(4)	Hills(5)	Crk(6)	Retreat(7)	Terramor(8)	Resid	(1)	Retreat Golf	Other	Golf
AVG '07-'08	18.1	32.7	15.9	32.2	21.7	37.1	-	25.9	106.6			
<mark>AVG '08-'09</mark>	24.6	33.8	17.0	33.3	32.6	40.8	-	25.4	53.3			
AVG '09-'10	21.9	30.0	15.8	30.2	26.3	38.0	-	23.0	51.7			
AVG '10-'11	20.6	27.6	15.5	25.8	25.1	35.2	-	22.3	36.0			
AVG '11-'12	21.0	27.9	15.9	27.3	24.7	34.0	-	22.5	82.3			
AVG '12-'13	21.9	31.3	15.6	27.5	23.6	30.5	-	22.9	190.0			
<mark>AVG '13-'14</mark>	22.5	33.8	16.5	28.2	24.5	30.6	-	23.0	9.8			
AVG '14-'15	20.7	28.4	15.4	26.8	21.9	28.2	-	21.2	62.8			
<mark>AVG '15-'16</mark>	17.4	21.3	10.6	22.4	16.9	24.3	-	16.5	105.4	38,401.9	4,639.1	18,977.2
AVG '16-'17	18.4	26.4	16.7	24.8	18.5	27.1	26.4	19.4	211.0	46,977.4	8,442.6	16,068.4
AVG '17-'18	18.2	22.9	14.0	25.4	18.4	27.1	16.0	18.8	378.4	48,106.6	4,904.8	16,348.5
Jul-18	25.5	36.9	22.7	37.6	22.8	35.7	16.3	25.9	377.7	66,650.4	5,248.9	26,308.7
Aug-18	26.7	37.2	25.4	39.9	24.1	39.9	17.4	27.9	308.8	64,689.9	7,023.0	29,299.9



# **MEMORANDUM**

DATE:	September 25, 2018
TO:	Board of Directors Temescal Valley Water District
FROM:	General Manager
SUBJECT:	Finance Committee recommended additions to investment options

## BACKGROUND

The attached Investment Policy has two recommended changes to the policy that will allow a greater but still conservative range of investment instruments.

# FISCAL IMPACT

N/A

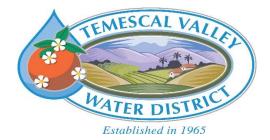
## **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Accept and authorize the Investment Policy Recommendations.

Respectfully submitted,

Jeff Pape General Manager



## Investment Policy <u>September 25Augustpril XX26,</u> 201<u>8</u>6

## **Purpose**

It is the policy of the Temescal Valley Water District to invest public funds in a manner which will provide the maximum security with the best investment return, while meeting the daily cash flow demands of the District and conforming to all state and local statutes governing the investment of public funds.

This Investment Policy is intended to provide guidelines for the prudent investments of the District to outline the policies for maximizing the efficiency of the Districts cash management system. The ultimate goal is to enhance the economic status of the District while safeguarding its assets.

## **Scope of Investment Policy**

This investment Policy applies to all financial assets of the District. It does not cover deferred compensation plan investments, long-term debt proceeds and reserves held by a Trustee and invested pursuant to contractual agreement, or retirement investments held by a trustee (such as Calpers and CFD reserves).

## **Investment Objectives**

The Districts investment objectives, in order of priority and consistent with Government Code Section 53600.5, of the District's investment activities shall be:

**Safety:** Safety of principal is the foremost objective of the Investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk (the risk of loss due to failure of the financial institution, broker/dealer default, or erosion of market value) and interest rate risk (the risk that the market of securities in the portfolio will fall due to changes in general interest rates). To attain this objective, the District will diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions.

Liquidity: The investment portfolio shall remain sufficiently liquid to enable the District to meet all operating and capital requirements that may be reasonably anticipated. Prior to investing District funds, the Finance Committee shall meet with Finance Director to understand the Districts projected cash needs for day- to- day operations and ongoing capital improvement projects. Using this information, the Finance Committee determines the appropriate length of time for the investment consistent with the investment policy.

**Return on investments (Yield):** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgeting and economic cycles taking into account the investment risk constraints and liquidity needs, with LAIF considered as the minimum yield.

### **Prudence**

Investments shall be made with judgment and care, under circumstances then prevailing, which person of prudence, discretion, and intelligence exercise in the management of their own affair, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Officers and employees acting in accordance with the Investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Officers and employees involved in the process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

Authority to manage the investment program is granted to the Treasurer, who shall be responsible for the investment of all funds. In his/her absence, the Finance Manager and/or General Manager, are authorized to act on his/her behalf. These responsibilities shall include the authority to open accounts with banks, brokers and dealers and to establish safekeeping accounts or other arrangements for the custody of securities and to execute such documents as may be necessary. Prior to any of the above activities being finalized, written concurrence by two of the above individuals shall be obtained.

Responsibility for the operation of the investment program is delegated to the General Manager who shall carry out established written procedures and internal controls for the operation of the investment program consistent with this Investment Policy. Transactions shall be complete, valid, authorized and properly recorded.

The District may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the District's investment portfolio in a manner consistent with the District's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

### **Safekeeping of Securities**

To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities owned by the District shall be held in safekeeping in the District's name by a third party custodian, acting as agent for the District under the terms of a custody agreement executed by the bank and the District. All trades, where applicable, shall be executed by delivery to the District including those purchased for the District by financial advisers, consultants, or managers by book entry, physical delivery, or by third-party custodial agreement. All security transactions shall be evidenced by safekeeping receipts.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable.

## **Authorized Investments**

Section 53601 of the Government Code of the State of California set forth the investment vehicles available to local agencies. Section 53601 provides that unless Section 53601 specifies a limitation on an investment's maturity, no investments with maturities exceeding five years shall be made unless otherwise directed by the District's Board of Directors.

	Maximum	Maximum	Maximun
Investment type	Maturity	% of portfolio	in one issu <del>r</del> er
Local Agency Bonds	5 yrs	None	None
U.S. Treasury Obligations	5 yrs	75%	None
U.S. Agency Securities	5 yrs	60%	\$6,000,000
Banker's Acceptance	180 days	20%	\$2,000,000
Commercial paper	270 days	20%	10%
Negotiable Certificates of Deposit	5 yrs	30%	\$7,500,000
Medium – Term Notes	5 yrs	30%	\$1,000,000
Mutual Funds	None	20%	\$1,000,000
Money Market Mutual Funds	None	20%	\$1,000,000
County Pooled Investment Fund	None	None	None
Local Agency Investment Fund	None	100%	100%
Community Facility District	None	40%	None
Assessment District	None	40%	None
Asset-Backed Securities (ABS)	<del>5</del> 5 yrs	- 20%	<u>-510%</u>
Supranationals	<u>–<del>5</del>3 yrs</u>	<del>30</del> 5%	5%

Diversification of the portfolio will be made in such a manner as to avoid incurring unreasonable risks and with the objectives of this policy at all times. No investment shall be made in a security that is prohibited by this policy or by Government Code 53601.6. Liquidity shall be maintained in such a manner that no less than 20% of the portfolio shall have a term of one year or less.

At the time of each investment, either by renewal or initial purchase, an analysis shall be made of the entire portfolio to ensure that the limit for that type of investment shall not be exceeded.

## COLLATERALIZATION

**Certificates of Deposit (CDs).** The District shall require any commercial bank of savings and loan association to deposit eligible securities with a District of depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 110% of the face value of the CD for all other classes of security.

## **Investments Held by Trustees**

Assets held by fiscal agents are held pursuant to formal agreements such as the requirements of a bond issue or an agreement between the District and another Government agency or other entity. The investment of assets held by fiscal agents shall occur pursuant to these formal requirements as permitted by Section 53601(m) of the California Government Code. However, the investment of such assets is subject to the laws established by the State of California pertaining to investments by local agencies as well as the Districts primary investment objectives.

## Reporting

Under provisions of the California Government Code Section 53646, there shall be a report at least quarterly made to the District's Board of Directors within 30 days following the end of the quarter covered by the report.

These reports shall show all securities:

- Name of financial institution from which the investment was purchased
- Type of investment
- Issuer or institution
- Date of maturity
- Amount of deposit
- Rate of interest
- Current market value
- Accrued interest due
- Current broker/dealer and par amount invested through their company as a percentage of the total portfolio
- Transactions for the period

## **Qualified Dealers**

The District shall transact investment business only with banks, savings and loans, and registered securities dealers. All financial institutions and broker/dealers who desire to become bidders for investment transactions must supply the District with the following:

- Audited financial statements
- Proof of National Association of Security Dealers' certification
- Trading resolution
- Proof of California registration
- Certification of having read the District's Investment Policy
- Resume of employees who will be engaged in transactions with the District

A periodic review of the financial condition and registrations of qualified bidders shall be conducted. An annual certification of having read the District's investment Policy shall be required by all brokers/dealers.

Selection of broker/dealers used by an external investment adviser retained by the District will be at the discretion of the adviser in consultation with the District. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded.

If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing new issue securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

The treasurer shall review on a monthly basis the LAIF report regarding its investments and the market value thereof and obtain and review the State Treasurer's investment policy and annual audited financial report as it pertains to LAIF.

## **Investment Policy Adoption**

The District's Investment Policy shall be reviewed and adopted by resolution at least annually by the Board of Directors or in accordance with California Government Code Section 53646 requirements.

## **Glossary of Investment Terminology**

AGENCIES: Federal agency securities.

**AMORTIZED COST:** For investment purchased at a discount, amortized cost constitutes cost plus interest earned to date.

**ASKED:** The price at which securities are offered.

Asset-Backed Securities (ABS): Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

**BANKERS' ACCEPTANCE:** A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: A basis point equals one one-hundredth of 1% (.01%)

**BID:** The price offered for securities.

**BOOK ENTRY SECURITIES:** All U.S. Treasury and Federal Agencies are maintained on computerized records at the Federal Reserve; now known as "wireable" securities.

**BROKER:** a broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides.

**COST:** The purchase price of an investment.

**COLLATERAL:** Securities, evidence of deposit or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public monies.

**CERTIFICATE OF DEPOSIT:** A time deposit with specific maturity evidence by a certificate. Largedenomination CDs are typically negotiable. **COMMERCIAL PAPER:** An unsecured promissory note with a fixed maturity no longer than 270 days. The largest issuers include General Motors Acceptance Corporation (GMAC), General Electric Capital (GECC) and other major corporations.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for the dealer's own account.

**DELIVERY VERSUS PAYMENT:** there are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of receipts for the securities.

**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DISCOUNT:** The difference between the cost price of a security and its value at maturity when quoted at lower than face value.

**DISCOUNT SECURITIES:** Securities that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills. Interest is received at maturity.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities and financial institutions offering.

**FEDERAL CREDIT AGENCIES:** Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g., S & L'S, small business firms, students, farmers, farm cooperatives, and exporters.

**FEDERAL FUNDS:** Non-interest bearing deposits held by member banks at the Federal Reserve.

**FEDERAL FUNDS RATE:** The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL DEPOSIT INSURANCE CORPORATION:** a federal agency that insures bank deposits; currently up to \$250,000 per deposit.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

**LOCAL AGENCY INVESTMENT FUND (LAIF):** The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit' sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PAR VALUE: The amount that will be realized upon maturity of an investment.

PORTFOLIO: Collection of securities held by the investor.

**PRIMARY DEALER:** A group of Government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight.

PRIME RATE: The rate at which banks lend to their best or "prime" customers.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and values of all types and description are held for protection.

**SECONDARY MARKET:** A market for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investor in securities transactions by administering securities legislation.

SETTLEMENT DATE: The date on which a trade is cleared by delivery of securities against funds.

**SUPRANATIONALS:** A multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in member countries.

**TRADE DATE:** The date on which a transaction is initiated or entered into by the buyer or seller.

**TREASURY BILL:** A discount security issued by the U.S. Treasury to finance the national debt that matures from three months to one year.

TREASURY BONDS: Long-term U.S. Treasury securities having initial maturities of from one to ten years.

**TREASURY NOTES:** Intermediate term U.S. Treasury securities having initial maturities of from one to ten years.

**WHEN-ISSUED TRADES:** Typically, there is a delay between the time a new bond is announced and sold, and the time when it is actually issued. During this interval, the security trades "wi", "when, as, and if issued".

**YIELD:** The rate of annual income return on an investment, expressed as a percentage: (a) income yield is obtained by dividing the current dollar income by the current market price for the security; (b) net yield to maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the security.



September 25, 2018

Board of Directors Temescal Valley Water District

RE: General Manager's Report

Dear Board:

The following is a brief status report on a number of issues that I have been involved in since the last meeting.

- Working on non-potable water supply improvements
  - Park Canyon Drive RW line Easement was denied by Craig Deleo
- Working on Conservation opportunities and RW/NP conversion locations
  - o Trilogy HOA Approved Phase 1 Meter A \$40,000
- Working with Land Developers on water and sewer fees for multiple infill projects.
  - o Deleo adjacent to Tom's Farms New buyer requested Capacity fees Meritage Homes
  - o Forest Boundary Infrastructure is about 75% complete building 3 model homes
  - Retreat Infill Kiley Court Plans signed
  - Temescal Canyon Road at Campbell Ranch Road Approved by Planning Commission Developer requested Water and Sewer fee costs – Met with engineering team on design. Developer requesting CFD funding
  - Kiley Family Trust Property Tract Map Stage
- Terramor CFD Started IA 1 Bond Sale Authorized Market Value Study Request to start Phase II CFD formation – Authorized Market Rate Appraisal Update
- Terramor Review:
  - RW and Potable Tank –In Construction Grading site now Tanks were bid 5-14-18
- Terramor Onsite Water, Sewer and RW improvements
  - o Back Bone Gravity Sewer -Loop finished In Tract Finished
  - o Back Bone Potable Water Loop finished In Tract Finished
  - Sewer Lift Station Accepted into maintained system
- Sycamore Creek:
  - TM 36317 Water Sewer and RW improvement plans TVWD infrastructure is 90% complete
- WRF Secondary Percolation:
  - Grading of site –Finished in operation one last overflow pipe needed
  - Storm drain relocation/repair Finished

# **MEMORANDUM**

DATE:	August 28, 2018
TO:	Board of Directors Temescal Valley Water District
FROM:	General Manager
SUBJECT:	CapRock Partners Reimbursement for Water Facilities

## BACKGROUND

The agreement with CapRock was approved and executed at the September 2017 Board Meeting. CapRock has completed the subject water line and fulfilled the requirements for acceptance and dedication of a public water line to TVWD. This includes a recorded Notice of Completion, Grant Deed, As-built drawing and final inspection by our team. The District committed \$200,000 towards the construction of the water line.

## FISCAL IMPACT

\$200,000 out of Water Infrastructure Fund

## **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Authorize the District payment of \$200,000.

Respectfully submitted,

Jeff Pape General Manager

# **MEMORANDUM**

DATE:	August 26, 2017
TO:	Board of Directors Temescal Valley Water District
FROM:	General Manager
SUBJECT:	CapRock Partners Agreement for Water and Sewer Facilities

## **BACKGROUND**

As previously reported to the Board - CapRock Partners "Developer" has purchased and is developing the "Old Stone" property on Knabe. This parcel requires new extensive water and sewer facilities to serve the proposed development plans. Staff has been negotiating and reviewing the proposed facilities. The attached Agreement for Construction and Dedication of Sewer and Water Facilities to the Temescal Valley Water District provides for the construction, dedication and potential Developer reimbursement of certain cost associated with providing the facilities to the District. The agreement and funding concept has been reviewed by the Developer, the Finance Committee, the Engineering Committee and District Counsel.

The proposed water line is contemplated in the Water Master Plan and is needed to not only serve the Developer's parcel but the properties currently served by the City of Corona (City) within our service boundary. The City's pipeline is a lower pressure class and cannot connect to our pressure zone available in the area. The District's contribution in the water line costs provides the reasonable cost to construct facilities that will enable the transfer of the City customers to District infrastructure.

<u>FISCAL IMPACT</u> \$200,000 out of Water Infrastructure Fund

## **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Discuss and authorize execution of the Agreement.

Respectfully submitted,

Jeff Pape General Manager

## AGREEMENT FOR CONSTRUCTION AND DEDICATION OF SEWER and Water FACILITIES TO THE TEMESCAL VALLEY WATER DISTRICT

THIS AGREEMENT is entered into by and between the **TEMESCAL VALLEY WATER DISTRICT** (District), a public agency organized and existing pursuant to Division 13 of the California Water Code, and **CRPF IV Bedford**, LLC, (Developer).

## **RECITALS**

- 1. Developer desires the District to provide sewer and water service to APN **282-140-028** (Project). No District sewer mains or water mains are currently in place to serve the Project. Therefore, Developer proposes to design and construct sewer and water facilities (Facilities) to be offered for dedication to the District as necessary to provide service to the Project.
- 2. Developer has submitted plans and specifications for construction of the Facilities to the District, which plans and specifications have been reviewed and approved by the District. District review and approval is for conformance to District standards and does not assure acceptance of offer to accept the Facilities. Approval of these plans and specifications by the District shall not relieve the Developer of liability for any improper design or construction of the Facilities.
- 3. This Agreement pertains only to the Developer constructing the approved plans as shown and described on Exhibit "A", attached hereto and made a part thereof.
- 4. The District shall not be compelled or required to issue any connection permits until the Facilities have been accepted by and dedicated to the District.

## **COVENANTS**

1. <u>Conditions Precedent</u>. Each of the items noted herein is an express condition to the acceptance of the Facilities by the District and to obtaining any sewer and water service for the Project. District will not accept dedication of the Facilities, and will not allow any connection to the Facilities, unless and until Developer has complied with each and every term of this Agreement.

2. <u>Fees and Charges</u>. Developer shall pay and be responsible for all fees, deposits, inspection costs, and charges as established by the District at the District's sole discretion. All costs of whatever type necessary to design, build, and dedicate the required Facilities to the District shall be borne solely by Developer.

3. <u>Cash Deposits</u>. Developer shall provide the District with an initial cash deposit in the amount of \$5 per lineal foot of the designed pipe length, but in any case not less than \$5000, to cover all District inspection costs, as well as any other District costs associated with the Facilities. This amount constitutes an initial deposit only, and the developer is responsible for all District costs associated with the construction and inspection of the facilities.

4. <u>Contract Amount</u>. The Contract Amount is the approved bid amount contained in the construction contract awarded by the Developer to its contractor (Contractor) for the Facilities. The District has not performed a construction cost estimate.

5. <u>Environmental Review</u>. Prior to execution of this Agreement by the District, Developer shall provide the District with all relevant environmental documents necessary or previously utilized to obtain approvals for the Project. In the event that additional environmental review is necessary, all fees and costs to prepare this additional environmental review shall be borne solely by the Developer.

6. <u>Construction of Facilities</u>. Developer must construct the Facilities in accordance with the District approved plans and specifications, and must comply with all terms of this Agreement as determined by the District in order for the District to consider accepting dedication of these Facilities. Construction of the Facilities shall be subject to inspection by the District at all times, and if the Facilities are not inspected during construction they may not be accepted by the District for dedication at the District's sole discretion. The District inspector shall be notified at least 72 hours prior to any construction starting on the Facilities and a pre-construction meeting shall take place at least 48 hours prior to starting construction. The developer shall also comply with the requirements of other applicable regulatory agencies, including the County of Riverside Department of Public Works and Cal Trans. These include but are not limited to inspection fees, geotechnical reports, paving, striping, and monument replacement.

7. <u>Inspector Safety</u>. In order to assure the safety of the District's inspector (Inspector), the Developer shall instruct his Contractor to provide a copy of its safety program to the District in advance of the preconstruction meeting. The safety plan will be reviewed and discussed during the pre-construction meeting. The Developer's contractor shall also have a fully trained "competent person" knowledgeable of the CAL/OSHA regulations on the job site. The District reserves the right to refuse to inspect the Facilities if the District's inspector feels conditions are unsafe. The Inspector may notify CAL/OSHA to address safety issues not resolved by the Developer's contractor.

8. <u>Record Drawings</u>. Developer shall provide the District with one (1) mylar copy of the record drawings bearing the seal of the engineer of record and approved as Record Drawings accurately reflecting the final Facilities as constructed. Developer shall also provide any electronic CAD files used to develop the record drawings. Developer shall be solely responsible and liable for insuring the completeness and accuracy of the record drawings.

9. <u>Completion Date</u>. The Developer warrants that it will complete construction of the Facilities by December 31, 2018. The Completion Date is defined as the date of the filing of the Notice of Completion in accordance with Section 13 of this Agreement. If the facilities are not completed by that date, no reimbursements will be made available to the Developer.

10. <u>Liability</u>. Upon execution of this Agreement, Developer or Developer's Contractor shall provide certificates of insurance and endorsements showing that Developer or Developer's Contractor has Commercial General Liability insurance coverage with an insurance company authorized to do business in the State of California, providing \$1,000,000 per occurrence of coverage and \$2,000,000 aggregate. Until the Facilities dedication is accepted by the District, the Developer shall be solely responsible for all damage to the work regardless of cause and for all damages or injuries to any person or property

from any cause. The Developer will also warranty the Facilities for a one-year period following dedication. After the District has accepted the dedication of Facilities, Developer and Developer's successors in interest shall remain liable for all injuries or damages to persons or property, including damage to the work itself, arising from or related to the design or construction of the Facilities.

11. <u>Compliance With Applicable Law</u>. Developer is responsible to insure that all work performed on the Facilities is performed in a manner which complies with all applicable federal, state, county, and local government rules and regulations, including all rules and regulations of the District.

12. <u>Prevailing Wages</u>. The District is not controlling construction of the Facilities and has not made a determination if this is or is not a Public Works Contract. However, the Developer is alerted to the requirements of California Labor Code section 1770 et seq., which would require the payment of prevailing wage rates and the performance of other requirements if it were determined that this Agreement constitutes a public works contract. Developer is advised and understands that the Office of the Attorney General of the State of California has rendered an Opinion (No. 86-803) concluding that prevailing wages must be paid by a private developer where a public agency retains control over construction of the project and the Facilities are ultimately dedicated to the public agency.

It shall be the <u>sole</u> responsibility of Developer to determine whether to pay prevailing wages for any or all work to be offered for dedication to the District under this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages, and agrees to defend and hold the District harmless from any legal or other actions brought against the District by other parties.

13. <u>Acceptance and Dedication of the Facilities</u>. Upon written notice of acceptance of the Facilities by the District, and the subsequent recording of a Notice of Completion with the County of Riverside by Developer, the Facilities shall be presented to the District for dedication. The District shall have no obligation to accept the Facilities for dedication unless all of the following conditions have been met: a) the design and construction of the work is in accordance with the approved plans and specifications; b) the Facilities are satisfactory to the District in the District's sole discretion, of which the District will not unreasonable withhold; c) all fees and charges due the District have been paid; and d) Record Drawings and test reports have been submitted and approved by the District. After acceptance of the Facilities by the District, the Developer shall be required to file a Notice of Completion with the County of Riverside. Developer understands that if dedication of the Facilities is accepted by the District, all right, title, ownership, and interest in said Facilities constructed under this Agreement are granted, conveyed, transferred, assigned, and delivered to the District, its successors, and assigns, including easements, subject to the liability provisions contained in Section 10 of this Agreement.

14. <u>Warranty</u>. Developer shall and hereby does warrant all work and materials for the Facilities to be free from all defects due to design and faulty materials or workmanship for a period of one (1) year after the date of acceptance of the work by the District. Developer shall repair or remove and replace any and all such work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one-year period, without expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect by the District or other government agencies excepted. All work repaired or removed under this warranty shall be subject to the same fees, charges, District inspections, and other conditions as outlined in the Agreement for the original

Facilities. In the event Developer fails to commence to cure any defect within thirty (30) days after being notified in writing, or in the case of an emergency as defined by the District, the District is hereby authorized to proceed to have the defects remedied and made good at the expense of Developer, who hereby agrees to pay the cost and charges therefore within 30 day of demand by the District. Such action by the District will not relieve Developer of the warranty required by this section. This section does not in any way limit the liability of Developer for any design defects or any defects in the work subsequently discovered by the District.

15. <u>Security</u>. At least five working days before commencing construction of Facilities, Developer shall provide the District with either: a cash deposit; an irrevocable and unconditional letter of credit; an agreement for certificate of deposit; or a performance bond, in a form acceptable to the District, for an amount equal to 125% of the Contract Amount. This 125% security shall be held until the District has accepted the facilities in accordance with Section 13 of this Agreement. At that time, the security will be reduced to 25% of the Contract Amount for the one-year warranty period. The one-year warranty period will begin on the date of the filing of the Notice of Completion by the Developer. If there have been no claims made against the District when the warranty period has expired, less the amount of any claims or repairs required to have been performed by the District to the Facilities during that time.

16. <u>Reimbursement Agreement</u>. Upon Acceptance of dedication of the Facilities, District agrees to enter into a Reimbursement Agreement in accordance with the draft form outlined in Exhibit B (attached and incorporated herein) to this Agreement, upon the written request of the Developer. It is understood that there may be a delay in the request for a reimbursement agreement until all segments of the Facilities are in place and connection is made to the District's facilities.

17. <u>Indemnity</u>. Developer shall be solely responsible and liable for design defects or defects in work performed to construct the sewer Facilities required by this Agreement. This shall include liability and responsibility for injury or damage to the work itself. Developer hereby agrees to hold harmless, indemnify, and defend the District and its representatives, consulting engineers, officers, employees, and agents from any and all claims, suits, or actions of every name, kind, and description brought for or on account of injuries to or death of any person or damage to any property resulting from design or construction of the sewer Facilities. This indemnity shall include claims by the District for damage arising from improper design or workmanship of the sewer Facilities constructed by Developer, except to the extent the injury or damage has been caused by the sole or active negligence or willful misconduct of the District or its representatives.

In the event that any suit is instituted naming the District or any other indemnified parties as a defendant, the District or such other indemnified parties shall be entitled to appoint their own independent counsel to represent them, and Developer agrees to pay all attorney's fees and litigation costs associated with this defense.

Developer agrees to hold harmless and indemnify the District and its officers, employees, consultants, and agents from any and all claims, liability, loss, costs, damages, expenses, fines, and penalties, of whatever type or nature, including all costs of defense and attorney's fees, arising from any alleged failure of the Developer or Developer's contractors to comply with the prevailing wage laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising

from the failure of Developer or Developer's contractors to pay prevailing wages, Developer agrees that the District and the other indemnified parties may appoint their own independent counsel, and Developer agrees to pay all attorney's fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties, and losses incurred by the District and the other indemnified parties as a result of the action.

19. <u>Personal Liability</u>. No director, officer, employee, agent, consultant, engineer, or architect of the District shall be personally responsible for any liability arising under or by virtue of this Agreement.

20. <u>District Remedies for Breach</u>. In the event Developer fails to strictly comply with any term, covenant, or condition of this Agreement, or fails to complete performance of any matter specified in this Agreement on the date it is due, including payment of all fees and charges when due, then the District shall be entitled to elect any of the following remedies, at the District's option:

a) Unilaterally terminate this agreement and all rights of Developer to sewer service for the Project. The termination shall be effective two (2) weeks after the delivery of written notice of termination to Developer unless Developer has promptly commenced to cure the default specified in the notice;

b) Enforce any provision of this Agreement by specific performance. If this remedy is elected by the District, Developer agrees that specific performance is appropriate and expressly waives the right to contest the right of the District to seek specific performance in any subsequent action or proceeding between the parties; or

c) File suit against Developer for damages arising from breach of this Agreement. If these damages include amounts payable to the District as specified in this Agreement, including all District fees and charges, then these amounts shall earn interest at the rate of one and one-half percent  $(1\frac{1}{2})$  per month until paid in full.

21. <u>Cumulative Rights and Remedies</u>. The rights and remedies granted to the District pursuant to this Agreement shall be in addition to any rights or remedies granted to the District as a result of other agreements with Developer. All such other agreements shall remain valid and enforceable as written and all such agreements shall be interpreted in a manner so as to be consistent with each other and in a manner, which provides the greatest rights and remedies to the District.

## 22. Miscellaneous Provisions

22.1 <u>Venue</u>. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the parties agree that venue shall lie only in the federal or state courts in or nearest to the Riverside County Judicial District, County of Riverside, State of California.

22.2 <u>Modification</u>. This Agreement may not be altered in whole or in part except by a written modification approved by the General Manager and executed by all the parties to this Agreement.

22.3 <u>Attorney's Fees</u>. In the event any action or proceeding is initiated to challenge, invalidate, enforce, or interpret any of the terms of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees and costs in addition to any other relief granted by law. This provision shall apply to the entire Agreement.

22.4 <u>Entire Agreement</u>. This Agreement, together with all exhibits attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its exhibits. Developer warrants and represents that no District representative has made any oral representations or oral agreements not contained in this Agreement.

22.5 <u>Assignment</u>. Developer shall not be entitled to assign or transfer all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the District, which consent shall not be unreasonably withheld. Any purported assignment without the District's prior written consent shall be void.

22.6 <u>Binding Effect</u>. This Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.

22.7 <u>Unenforceable Provisions</u>. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions nevertheless so remain enforceable to the extent that they effectuate the original intent of the parties.

22.8 <u>Representation of Capacity to Contract</u>. Each party to this Agreement represents and warrants that he/she has the authority to execute this Agreement on behalf of the entity represented by that individual.

22.9 <u>Opportunity to be Represented by Independent Counsel</u>. Each of the parties to this Agreement warrant and represent that they have been advised to consult independent legal counsel of their own choosing and have had a reasonable opportunity to do so prior to executing this Agreement.

22.10 <u>No Waiver</u>. The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

23. <u>Notices</u>. All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served or when sent certified mail, return receipt requested, to the following addresses:

<u>Developer</u>

Patrick Daniels, COO CapRock Partners 2050 Main St., Suite 250 Irvine, CA 92614

<u>District</u> General Manager TEMESCAL VALLEY WATER DISTRICT 22646 Temescal Road Corona, California 92883 It shall remain the sole responsibility of the Developer to notify the District, in the manner above described, of any change of address for the Developer, which occurs for the duration of this agreement.

24. <u>Effective Date</u>. The effective date of this Agreement executed in counterparts in the County of Riverside, State of California, is\_\_\_\_\_\_

DEVELOPER

Date: 045EP18

Patrick Daniels, Manager, CRPF IV Bedford, LLC

DISTRICT

Date: 9-26-17

Jeff R. Pape, General Manager, TEMESCAL VALLEY WATER DISTRICT

Exhibit "A"

## FINAL PLANS TO BE INSERTED

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## DRAFT ONLY EXHIBIT B

## AGREEMENT FOR REIMBURSEMENT OF THE COST OF CONSTRUCTION OF THE SEWER LINE

This Agreement is made and entered into this \_\_\_\_\_day of \_\_\_\_\_ 201\_, by and between the parties designated as "Developer", and the TEMESCAL VALLEY WATER DISTRICT, hereafter called the "District".

The parties agree as follows:

## SECTION 1. GRAVITY SEWER.

The Developer has constructed a gravity sewer for Temescal Valley Commerce Center (District Job # \_\_\_\_\_) as shown on the attached Exhibit "A". Said gravity sewer was constructed in strict accordance to the design and specification standards of the District. Parcels within ZONE A are deemed to be able to connect to the sewer line directly by lateral. Parcel in Zone B require an extension of the public sewer line and will incur additional costs. The Zone B parcels shall participate in the cost of the original sewer line construction at a rate proportional to the benefit. The cost per EDU reimbursement amounts for both Zone A and Zone B shall be determined by the District in its sole discretion.

## SECTION 2. COST OF DESIGN AND CONSTRUCTION OF GRAVITY SEWER.

The entire cost of the design, construction and installation of said gravity sewer line has been paid by the Developer at no cost or expense to the District. The Developer has submitted a complete statement of the actual in place cost of construction and installation of said gravity sewer line and shall, upon request by the District, supply the original of any and all billings, invoices or other data or material upon which this statement of cost is based.

## SECTION 3. DEDICATION OF GRAVITY SEWER.

The Developer has agreed that said gravity sewer line has been dedicated to the District for public use and is the sole property of the District, and the Developer shall have no rights whatsoever therein.

## SECTION 4. SPECIAL CONNECTION FEE.

The District agrees to impose a Special Connection Fee in the amount of \$\_\_\_\_\_, plus 6% simple interest per year, for each parcel that connects its lateral line directly into said sewer line. Interest charges shall be computed monthly from the effective date of the required fee ordinance to the time this Special Connection Fee is collected.

Due to their original participation in the funding of this new sewer line, the following APN shall be exempt from this Special Connection Fee as follows:

- 1. APN 282-140-028 Developer Parcel CapRock CRPF IV Bedford, LLC
- 2. APN 283-060-009 Sewer Line Easement Parcel Frank Smith

## SECTION 5. REIMBURSEMENT TO DEVELOPER.

Based upon the Special Connection Fees collected, the Maximum Amount the Developers may be reimbursed is approximately \$\_\_\_\_\_\_ in principal payments, plus all applicable interest as described in Section 4, which is approximately \_\_\_\_\_% of the total allowed sewer line construction cost of and represents the costs incurred to construct a gravity line extension to Bedford Motorway that will provide the opportunity to provide future service to this area.

All Special Connection Fees collected pursuant to Section 4 are to be collected by the District, and shall be distributed to the Developers' Representative or their successor each July. Said reimbursement payments shall continue until the Developer has been reimbursed the Maximum Amount as outlined above, or until the expiration of this Agreement as outlined in Section 9, whichever may come first.

Nothing in this Agreement limits the District's power to regulate connections to its sewer system in any way. The District does not guarantee the Developer will recover all or any part of, the cost of installing said sewer line. The Special Connection Fee described in this Agreement is only an estimate based on current assumptions, and the District reserves the right, in its sole discretion, and without liability under this Agreement, to require or authorize connections to the District's sewer system other than in accordance with this Agreement. Nothing in this Agreement obligates the District to charge a Special Connection Fee on account of any property which does not connect to the sewer line built under this Agreement.

## SECTION 6. NOTICES.

Notice required or permitted under this agreement shall be deemed sufficiently given if served in writing personally upon the party to whom it is directed, or by deposit in the United States mail, postage prepaid, certified, return receipt requested, addressed to the parties as follows:

- District: General Manager Temescal Valley Water District 22646 Temescal Canyon Road Temescal Valley, CA 92883
- Developer: Patrick Daniels, COO CapRock Partners 2050 Main St., Suite 250 Irvine, CA 92614

It shall remain the sole responsibility of the Developer to notify the District, in the manner above described, of any change of address for the Developer which occurs for the duration of this agreement.

SECTION 7. ASSIGNMENT.

This Agreement or any interest therein or any moneys due or to become due thereunder shall not be assigned, hypothecated or otherwise disposed of without the prior written consent of the District.

## SECTION 8. EFFECTIVE DATE.

This Agreement shall become effective only upon the effective date of an ordinance, adopted by the District Board of Directors, providing for the imposition and collection of the Special Connection Fees herein provided for.

## SECTION 9. TERMINATION OF AGREEMENT.

This Agreement shall automatically terminate upon the expiration of a period of 15 years from the effective date and the DISTRICT SHALL THEREAFTER BE UNDER NO OBLIGATION TO COLLECT ANY CONNECTION FEES FOR REIMBURSEMENT TO THE DEVELOPER as herein provided for.

## Notes:

1. District, in its sole discretion, will calculate the "Special Connection Fee" described in Section 4 of this agreement by dividing the "Maximum Reimbursement Amount" by the "Number of Project Parcel EDUs."

2. The "Maximum Reimbursement Amount," which appears in Section 5 of this agreement, is the "Total Allowed Sewer Line Construction Cost," less the product of the "Special Connection Fee" multiplied by the number of parcels Developer owns at the time of execution of the Reimbursement Agreement.

3. The "Number of Project Parcel EDUs" is the number of Equivelent Dwelling Units estimated to be assigned to the parcels of real estate that the District, in its sole discretion, deems likely to connect directly to the Facilities.

4. The "Total Allowed Sewer Line Construction Cost," which appears in Section 5 of this agreement, is the total cost of designing and constructing the Facilities, as determined by District in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above mentioned.

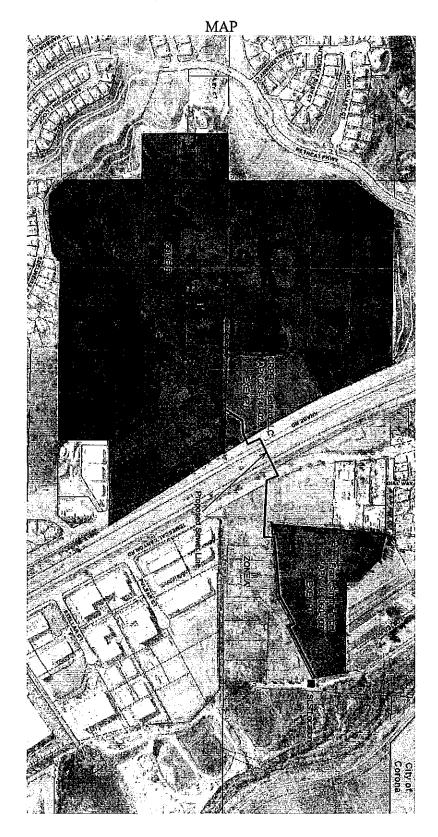
## District

Developer (APN 282-140-028)

President, Board of Directors TEMESCAL VALLEY WATER DISTRICT Patrick Daniels, Manager

Attest by my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Secretary, Board of Directors TEMESCAL VALLEY WATER DISTRICT



# EXHIBIT A (to Agreement for Reimbursement)

## DRAFT ONLY EXHIBIT B

## AGREEMENT FOR REIMBURSEMENT OF THE COST OF CONSTRUCTION OF THE WATER LINE

This Agreement is made and entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_ 2017, by and between the parties designated as "Developer", and the TEMESCAL VALLEY WATER DISTRICT, hereafter called the "District".

The parties agree as follows:

## SECTION 1. POTABLE WATER LINE.

The Developer has constructed a Potable Water Line in Knabe Road (District Job #\_\_\_\_\_) as shown on the attached Exhibit "A". Said water line was constructed in strict accordance to the design and specification standards of the District.

## SECTION 2. COST OF DESIGN AND CONSTRUCTION OF WATER LINE.

The entire cost of the design, construction and installation of said water line has been paid by the Developer at no cost or expense to the District. The Developer has submitted a complete statement of the actual in place cost of construction and installation of said water line and shall, upon request by the District, supply the original of any and all billings, invoices or other data or material upon which this statement of cost is based.

### SECTION 2A. DISTRICT COST PARTICIPATION

The water infrastructure required for domestic potable water and fire flow capabilities to parcels on Knabe Road, between the Retreat Parkway and Bedford Motorway is anticipated in the District's Water Master Plan. Certain parcels in this area are connected to the City of Corona's (City) 1220 Zone. The District anticipates serving these customers in the future on the District's 1320 Zone. The new water Facilities are designed to connect to the District's 1320 Zone and will allow the District to provide service to the existing City customers. The District has committed to provide a credit or cash in the amount not to exceed \$200,000 towards the completed and accepted public water infrastructure. The District' participation shall lower the total allowable reimbursement by the \$200,000.

### SECTION 3. DEDICATION OF WATER LINE.

The Developer has agreed that said water line has been dedicated to the District for public use and is the sole property of the District, and the Developer shall have no rights whatsoever therein.

## SECTION 4. SPECIAL CONNECTION FEE.

The District agrees to impose a Special Connection Fee in the amount of \$\_\_\_\_\_, plus 6% simple interest per year, for each parcel that connects its lateral line directly into said water line.

Interest charges shall be computed monthly from the effective date of the required fee ordinance to the time this Special Connection Fee is collected.

Due to their original participation in the funding of this new water line, the following APN's shall be exempt from this Special Connection Fee as follows:

- 1. APN 282-140-028 Developer Parcel CapRock CRPF IV Bedford, LLC
- 2. Existing City of Corona Customers that will be connected to the District 1320 Zone

## SECTION 5. REIMBURSEMENT TO DEVELOPER.

Based upon the Special Connection Fees collected, the Maximum Amount the Developer may be reimbursed is \_\_\_\_% of total cost to design and construct the line, Not to Exceed \$\_\_\_\_\_ in principal payments, plus all applicable interest as described in Section 4, which is approximately % of the total allowed water line construction cost of \$\_\_\_\_\_.

All Special Connection Fees collected pursuant to Section 4 are to be collected by the District, and shall be distributed to the Developers' Representative or their successor each July. Said reimbursement payments shall continue until the Developers have been reimbursed the Maximum Amount as outlined above, or until the expiration of this Agreement as outlined in Section 9, whichever may come first.

Nothing in this Agreement limits the District's power to regulate connections to its sewer system in any way. The District does not guarantee the Developer will recover all or any part of, the cost of installing said water line. The Special Connection Fee described in this Agreement is only an estimate based on current assumptions, and the District reserves the right, in its sole discretion, and without liability under this Agreement, to require or authorize connections to the District's sewer system other than in accordance with this Agreement. Nothing in this Agreement obligates the District to charge a Special Connection Fee on account of any property which does not connect to the sewer line built under this Agreement.

## SECTION 6. NOTICES.

Notice required or permitted under this agreement shall be deemed sufficiently given if served in writing personally upon the party to whom it is directed, or by deposit in the United States mail, postage prepaid, certified, return receipt requested, addressed to the parties as follows:

District:	General Manager Temescal Valley Water District 22646 Temescal Canyon Road Temescal Valley, CA 92883
	Temescal Valley, CA 92883

Developer: Patrick Daniels, COO CapRock Partners 2050 Main St., Suite 250 Irvine, CA 92614 It shall remain the sole responsibility of the Developer to notify the District, in the manner above described, of any change of address for the Developer which occurs for the duration of this agreement.

## SECTION 7. ASSIGNMENT.

This Agreement or any interest therein or any moneys due or to become due thereunder shall not be assigned, hypothecated or otherwise disposed of without the prior written consent of the District.

## SECTION 8. EFFECTIVE DATE.

This Agreement shall become effective only upon the effective date of an ordinance, adopted by the District Board of Directors, providing for the imposition and collection of the Special Connection Fees herein provided for.

## SECTION 9. TERMINATION OF AGREEMENT.

This Agreement shall automatically terminate upon the expiration of a period of 15 years from the effective date and the DISTRICT SHALL THEREAFTER BE UNDER NO OBLIGATION TO COLLECT ANY CONNECTION FEES FOR REIMBURSEMENT TO THE DEVELOPER as herein provided for.

## Notes:

1. District, in its sole discretion, will calculate the "Special Connection Fee" described in Section 4 of this agreement by dividing the "Maximum Reimbursement Amount" by the "Number of Project Parcels."

2. The "Maximum Reimbursement Amount," which appears in Section 5 of this agreement, is the "Total Allowed Sewer Line Construction Cost," less the product of the "Special Connection Fee" multiplied by the number of parcels Developer owns at the time of execution of the Reimbursement Agreement.

3. The "Number of Project Parcels" is the number of parcels of real estate that the District, in its sole discretion, deems likely to connect directly to the Facilities.

4. The "Total Allowed Water Line Construction Cost," which appears in Section 5 of this agreement, is the total cost of designing and constructing the Facilities, as determined by District in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above mentioned.

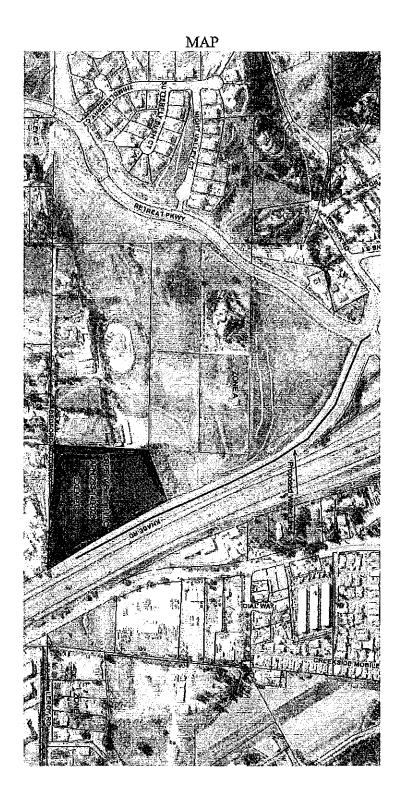
## District

Developer (APN 282-140-028)

President, Board of Directors TEMESCAL VALLEY WATER DISTRICT Patrick Daniels, Manager

Attest by my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Secretary, Board of Directors TEMESCAL VALLEY WATER DISTRICT



# **MEMORANDUM**

DATE:	September 25, 2018
TO:	Board of Directors Temescal Valley Water District
FROM:	General Manager
SUBJECT:	CapRock Partners Reimbursement Agreement for Water Facilities

# **BACKGROUND**

The attached reimbursement agreement with CapRock was reviewed with the Finance Committee and is presented for approval. A full explanation will be presented at the Board Meeting.

# FISCAL IMPACT N/A

# **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Authorize the District to enter into the reimbursement agreement.

Respectfully submitted,

Jeff Pape General Manager

# EXHIBIT B

# AGREEMENT FOR REIMBURSEMENT OF THE COST OF CONSTRUCTION OF THE WATER LINE

THIS AGREEMENT dated September 25, 2018 is entered into by and between the **TEMESCAL VALLEY WATER DISTRICT** (District), a public agency organized and existing pursuant to Division 13 of the California Water Code, and **CRPF IV Bedford**, **LLC**, (Developer).

The parties agree as follows:

# SECTION 1. POTABLE WATER LINE.

The Developer has constructed a Potable Water Line in Knabe Road as shown on the attached Exhibit "A". Said water line was constructed in strict accordance to the design and specification standards of the District.

# SECTION 2. COST OF DESIGN AND CONSTRUCTION OF WATER LINE.

The entire cost of the design, construction and installation of said water line has been paid by the Developer at no cost or expense to the District. The Developer has submitted a complete statement of the actual in place cost of construction and installation of said water line and shall, upon request by the District, supply the original of any and all billings, invoices or other data or material upon which this statement of cost is based. The submitted and verified cost for the construction of the water line is \$581,637

# SECTION 2A. DISTRICT COST PARTICIPATION

The water infrastructure required for domestic potable water and fire flow capabilities to parcels on Knabe Road, between the Retreat Parkway and Bedford Motorway is anticipated in the District's Water Master Plan. Certain parcels in this area are connected to the City of Corona's (City) 1220 Zone. The District anticipates serving these customers in the future on the District's 1320 Zone. The new water Facilities are designed to connect to the District's 1320 Zone and will allow the District to provide service to the existing City customers. The District has committed to provide a credit or cash in the amount not to exceed \$200,000 towards the completed and accepted public water infrastructure. The District' participation shall lower the total allowable reimbursement by the \$200,000. This contribution shall credit the District 51 EDUs towards the existing City of Corona Customers that will be connected to the District 1320 Zone.

# SECTION 3. DEDICATION OF WATER LINE.

The Developer has agreed that said water line has been dedicated to the District for public use and is the sole property of the District, and the Developer shall have no rights whatsoever therein.

# SECTION 4. SPECIAL CONNECTION FEE.

The District has received and verified the final cost of the water line in the amount of \$581,637. The following calculations and assumptions shall determine the Special Connection Fee and Maximum Amount the Developer may receive (some numbers are rounded):

Cost of Water Line =	\$581,637.00
Total Potential EDUs at 5 EDUs per Acre (approximately 30 Acres) =	150
Special Connection Fee (\$581,637 divided by 150 EDUs) =	\$3,877.58
District EDU Purchase (51 EDUs @ \$3,877.58 per EDU) =	\$200,000
Developer Request (2ea- 2" water meters =16 EDUs @ \$3,877.58) =	\$62,041.28

Developer Maximum Reimbursable is calculated as "Cost of Water Line" minus "District EDU Purchase" minus "Developer EDU Request" or

# (\$581,637 - \$200,000 - \$62,041.28) =<u>\$319,595.72</u>

Due to their original participation in the funding of this new water line, the following APN's shall be exempt from this Special Connection Fee as follows:

1. APN 282-140-028 - Developer Parcel - CapRock - CRPF IV Bedford, LLC

# SECTION 5. REIMBURSEMENT TO DEVELOPER.

Based upon the Special Connection Fees calculated, the Maximum Amount the Developer may be reimbursed is not to exceed \$319,595.72 in principal payments.

All Special Connection Fees collected pursuant to Section 4 are to be collected by the District and shall be distributed to the Developers' Representative or their successor each July. Said reimbursement payments shall continue until the Developers have been reimbursed the Maximum Amount as outlined above, or until the expiration of this Agreement as outlined in Section 9, whichever may come first.

Nothing in this Agreement limits the District's power to regulate connections to its water system in any way. The District does not guarantee the Developer will recover all or any part of the cost of installing said water line. The Special Connection Fee described in this Agreement is only an estimate based on current assumptions, and the District reserves the right, in its sole discretion, and without liability under this Agreement, to require or authorize connections to the District's water system other than in accordance with this Agreement. Nothing in this Agreement obligates the District to charge a Special Connection Fee on account of any property which does not connect to the water line built under this Agreement.

# SECTION 6. NOTICES.

Notice required or permitted under this agreement shall be deemed sufficiently given if served in writing personally upon the party to whom it is directed, or by deposit in the United States mail, postage prepaid, certified, return receipt requested, addressed to the parties as follows:

District:	General Manager Temescal Valley Water District 22646 Temescal Canyon Road Temescal Valley, CA 92883
Developer:	Patrick Daniels, COO CapRock Partners 2050 Main St., Suite 250 Irvine, CA 92614

It shall remain the sole responsibility of the Developer to notify the District, in the manner above described, of any change of address for the Developer which occurs for the duration of this agreement.

# SECTION 7. ASSIGNMENT.

This Agreement or any interest therein or any moneys due or to become due thereunder shall not be assigned, hypothecated or otherwise disposed of without the prior written consent of the District.

# SECTION 8. EFFECTIVE DATE.

This Agreement shall become effective only upon the effective date of an ordinance, adopted by the District Board of Directors, providing for the imposition and collection of the Special Connection Fees herein provided for.

# SECTION 9. TERMINATION OF AGREEMENT.

This Agreement shall automatically terminate upon the expiration of a period of 10 years from the effective date and the DISTRICT SHALL THEREAFTER BE UNDER NO OBLIGATION TO COLLECT ANY CONNECTION FEES FOR REIMBURSEMENT TO THE DEVELOPER as herein provided for.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above mentioned.

# District

# Developer (APN 282-140-028)

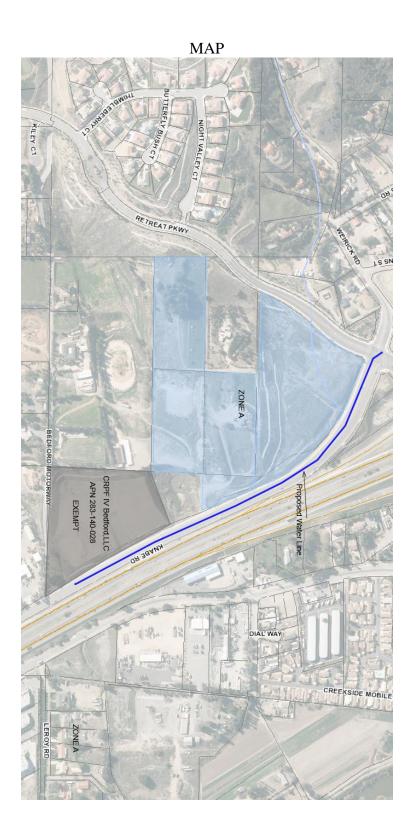
President, Board of Directors TEMESCAL VALLEY WATER DISTRICT

Patrick Daniels, Manager

Attest by my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Secretary, Board of Directors TEMESCAL VALLEY WATER DISTRICT

# EXHIBIT A (to Agreement for Reimbursement)



September 20, 2018

Board of Directors Temescal Valley Water District

Re: Water and Sewer Operations – August 2018

Dear Board Members:

Temescal Valley Water District operations personnel perform the following tasks on a regular and routine basis:

- Managed <u>377.63</u> acre-feet of water through system.
- Collected monthly potable water samples. We are now collecting four samples per week as required by the State Water Resources Control Board, Division of Drinking Water. Collected monthly and weekly wastewater samples as required by Regional Water Quality Control Board.
- Submitted monthly report to the Regional Water Quality Control Board for: Temescal Valley Wastewater Reclamation Facility
- Submitted monthly report to the State Water Resources Control Board, Division of Drinking Water for: TVWD distribution system monitoring.
- Read <u>5710</u> water meters.
- 13 shut-offs.
- Responded <u>118</u> service calls.
- Installed <u>5</u> meters for the various developers
- Responded to <u>80</u> USA Dig Alerts to mark District underground utilities.

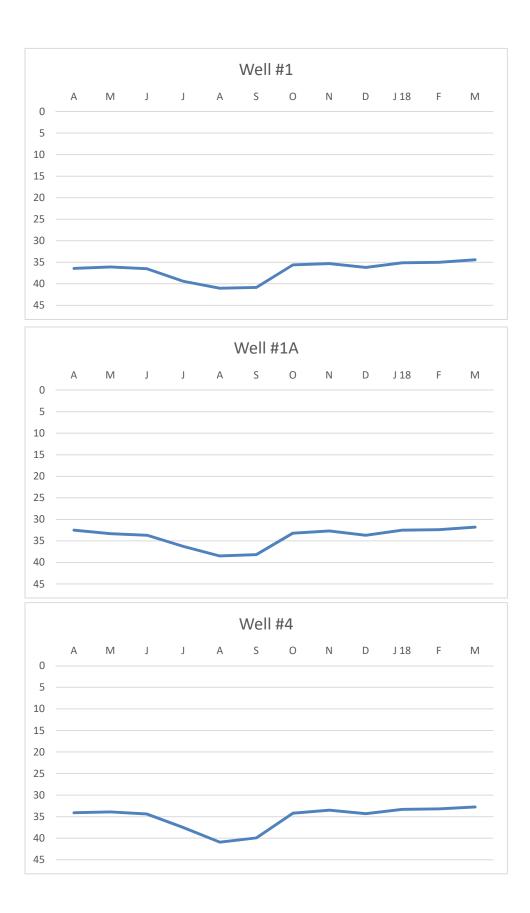
In addition to the above regular and routine tasks we also performed the following operational tasks.

- TVWD staff is on schedule with required UCMR4 sampling for the water distribution system.
- One load of biosolids was hauled off this month.
- Quarterly collection system line cleaning completed. This also included sewer lift stations and sections of the wastewater plant.

- Maintained aesthetic appearance of all District facilities. This included bringing in a street sweeping company to clean the Wastewater Facility.
- TVWD staff working on cross connection compliance.

Sincerely,

Paul Bishop, Superintendent



# TEMESCAL VALLEY WATER DISTRICT ENGINEERING DEPARTMENT

# **DISTRICT ENGINEER'S MONTHLY REPORT**

Date:September 18, 2018To:Jeff Pape, General ManagerFrom:Justin Scheidel, District EngineerSubject:Engineering Activities Update for the Month of September 2018

Following is a summary of the status of current engineering projects:

# PLAN CHECKING & DEVELOPER RELATED PROJECTS

**Terramor Water, Sewer, & RW Improvements In-Tract Laterals (36643, 36826-1, 10476, 10477 and 10478)** – Engineering review previously completed, currently under construction.

**Terramor Water, Sewer, & RW Improvements In-Tract Laterals (Tract 36825 planning area 8, 10555 Phase 5)** – 1<sup>st</sup> plan check completed, comments returned to the developer for incorporation

**Terramor Reservoirs Project (1401.1610)** – Engineering review previously completed, currently under construction.

**Tract 33688 Water, Sewer and Recycled Plan Check (10555, Phase 6)** – New plan check of 55 lots near Hunt Road and Lawson Road. 1<sup>st</sup> plan check completed, comments returned to the developer for incorporation

**TVWD Water Reclamation Facility Expansion** (9830) – Development of 95% design submittal to be completed by the end of September. Public bid for this project is scheduled for January of 2019. The treatment plant generator submittal was approved and scheduled for delivery in October. The treatment plant controls project was bid on September 7, 2018. The apparent low bidder was Parkson Corporation at bid price of \$1,099,578. The bid has been reviewed by District staff, and the Design Engineer. A recommendation of award completed by the design engineer is attached to this report for reference.

# **CAPITAL IMPROVEMENT PROJECTS**

**1320 Reservoir Preliminary Design Report (1401.1608)**: Submitted Draft Preliminary Engineering Report to the General Manager for review. Currently waiting for comments.

# AS-NEEDED ENGINEERING SERVICES

# General Engineering Initiated During FY 2018/19

Project 1401.1801:	Potable Water Related Services for FY 2018/19: Development of the district engineering report, and developed pricing for the District office shade structure.
Project 1401.1802:	Non-Potable Water Related Services for FY 2018/19: Final coordination for the Knabe Road Project.

Temescal Valley Water District Engineer's Monthly Report for September Board Meeting

Project 1401.1803:	Wastewater Related Services for FY 2017/18: Developed front end documents for the SBR controls project and placed the project out to bid.
Project 1401.1804/5:	Potable /Wastewater Mapping Updates for FY 2017/18. Provided GIS files and as- builts for a utility request. Updated GIS system per input from general manager.
Project 1401.1806/7:	Potable/Wastewater Engineering Studies: No activity this month
Project 1401.1808:	General GIS Support: Updating of the GIS database and re-formatting as-built catalog. General support provided for updating GIS information discovered during master plan updates.
Project 1401.1809:	Sewer System Management Plan Assistance: Provided requested information to consultant for SSMP update.
Project 1401.1810:	Dawson Canyon Reservoir Design: No activity this month
Project 1401.1811:	Water System Master Plan Update: Continuing updates to the master plan to reflect current system configuration with additional developments, facilities and demands.
Project 1401.1812:	Non-Potable Master Plan Update: No activity this month
Project 1401.1813:	Sycamore Creek Rehab Project: Developed specifications for recoating the exterior of the reservoir. Project is currently out for public bid with a bid due date of October 11, 2018.
Project 1401.1814:	Corona Service Conversion: Provided updated standard details for high pressure fire loop connections and high pressure services on small diameter and large diameter water mains.

# **MEMORANDUM**

DATE:	September 20, 2018
TO:	Board of Directors Temescal Valley Water District
FROM:	District Engineer
SUBJECT:	Water Reclamation Facility SBR Controls Project

# BACKGROUND

The District approved upgrades to the SBR controls at the water reclamation facility as a sewer capital project for FY 2018/2019. This project will be constructed in preparation for the proposed treatment plant expansion slated to begin mid-2019. Dexter Wilson Engineering completed the design in August and the project was placed out to bid with a due date of September 7, 2018. Two firms were provided the bid documents based on qualifications required to provide the appropriate equipment and controls integration; Parkson and Evoqua. One qualified bid was received from Parkson Corporation.

# CAPITAL BUDGET

The District currently has \$1,230,000 budgeted in the sewer capital improvements fund for the SBR Controls upgrade project.

# FISCAL IMPACT

Parkson Corporation - \$1,099,578.00

# **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Discuss and approve the project in the amount of \$1,099,578.00.

Respectfully submitted,

June

Justin Scheidel District Engineer

Attachments: Bid process documentation Parkson Bid Package Recommendation of award from Dexter Wilson Engineering

Justin Scheidel
Friday, August 10, 2018 11:29 AM
Justin Scheidel
Temescal Valley SBR Controls Project Bid
Attachments

ShareFile Attachments	Expires February 6, 2019
SBR_Controls_Project_Final_Drawings.pdf	39.8 MB
SBR_Controls_Project_Final_Specifications.pdf	4.3 MB
Download Attachments	

Justin Scheidel uses ShareFile to share documents securely. Learn More.

#### All,

Please find the attached project documents for the Temescal Valley Water District's SBR Controls and Equipment Project. Your completed bid must be submitted to this sharefile link (<u>Click here</u> to upload files) by 10:30 AM on September 7, 2018. Additional bid information and requirements are located in the instructions to bidders. If you have any questions please feel free to contact me via the information included below. Please email all formal bid questions and RFIs to <u>ischeidel@dudek.com</u>, and I will distribute the questions to the District, and Engineer of Record, as necessary. Temescal Valley Water District would like to thank you for your interest in the project and we look forward to receiving your bids.

#### Thank you, JUSTIN SCHEIDEL, PE

CONTRACTUAL DISTRICT ENGINEER TEMESCAL VALLEY WATER DISTRICT

# DUDEK

ENGINEERING + ENVIRONMENTAL 605 THIRD STREET ENCINITAS, CALIFORNIA 92024 T 760.479.4102 F 760.942.4508 C 760.846.5089

#### WWW.DUDEK.COM





Temescal Valley SBR Controls Project Bid

To Justin Scheidel

Bcc 'BLinsey@parkson.com'; 'kenneth.norcross@evoqua.com'; Jeffery Pape

You forwarded this message on 8/27/2018 2:36 PM.

Attachments 🔹 🚽
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ShareFile Attachments	Expires February 6, 2019
SBR_Controls_Project_Final_Drawings.pdf	39.8 MB
SBR_Controls_Project_Final_Specifications.pdf	4.3 MB
Download Attachments	

# All,

Please find the attached project documents for the Temescal Valley Water District's SBR Controls and Equipment Project. Your completed bid must be submitted to this sharefile link (Click here to upload files) by 10:30 AM on September 7, 2018. Additional bid information and requirements are located in the instructions to bidders. If you have any questions please feel free to contact me via the information included below. Please email all formal bid questions and RFIs to jscheidel@dudek.com, and I will distribute the questions to the District, and Engineer of Record, as necessary. Temescal Valley Water District would like to thank you for your interest in the project and we look forward to receiving your bids.

# Thank you,

JUSTIN SCHEIDEL, PE CONTRACTUAL DISTRICT ENGINEER TEMESCAL VALLEY WATER DISTRICT

# DUDEK

ENGINEERING + ENVIRONMENTAL

From:

Sent: To: Subject: noreply@sf-notifications.com on behalf of ShareFile Notifications (No Reply) <noreply@sf-notifications.com> Friday, September 7, 2018 10:04 AM Justin Scheidel ShareFile Activity Notification



# **Notification Summary**

Below is a summary of upload and download activity on folders for which you've chosen to be notified.

Uploads

**File Box** 

Name: Temescal Valley Water District - Parkson Bid Proposal.pdf Size: 2.89 MB • Created: 9/7/18 10:03a Creator: Adam Thiedke [athiedke@parkson.com] (Parkson Corporation)

Download These Items

# Downloads

There is no download activity to report.

Dates are displayed in UTC -8

Click here to change how often ShareFile sends emails

Powered By Citrix ShareFile 2018

From:	Adam Thiedke <athiedke@parkson.com></athiedke@parkson.com>
Sent:	Friday, September 7, 2018 10:05 AM
То:	Justin Scheidel
Cc:	Brad Linsey; Kevin Bunting; Jeff Fangman
Subject:	Temescal Valley Water Distric - Parkson Proposal

Justin,

We have uploaded our bid proposal for the Temescal Valley project to the sharefile. Please confirm that you have received.

We appreciate the opportunity to submit our bid for this project.

#### Best regards,

Adam Thiedke | Application Engineer | Parkson - Kansas City | Cell +1 816-729-0385 | Office +1 913-745-1713 www.parkson.com



# Please consider the environment before printing this email

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From: Sent: To: Cc: Subject: Justin Scheidel Friday, September 7, 2018 10:32 AM 'Mayer, Tracey H'; Tom Roberson Orchard, Tony RE: Temescal Valley SBR Controls Project Bid

Tracey,

The bid time is now. Will Evoqua be submitting a bid?

JUSTIN SCHEIDEL, PE PROJECT MANAGER

# **DUDEK**

ENGINEERING + ENVIRONMENTAL 605 THIRD STREET ENCINITAS, CALIFORNIA 92024 T 760.479.4102 F 760.942.4508 C 760.846.5089

WWW.DUDEK.COM

From: Mayer, Tracey H <tracey.mayer@evoqua.com>
Sent: Tuesday, August 28, 2018 6:52 AM
To: Tom Roberson <troberson@miscowater.com>
Cc: Justin Scheidel <jscheidel@dudek.com>; Orchard, Tony <tony.orchard@evoqua.com>
Subject: RE: Temescal Valley SBR Controls Project Bid

Thanks- we now have the bid docs.

# Tracey Mayer, PE

Technical Sales Engineer – Jet Tech Products

Evoqua Water Technologies LLC (615) 974-7063 tracey.mayer@evoqua.com

From: Tom Roberson <<u>troberson@miscowater.com</u>>
Sent: Monday, August 27, 2018 5:01 PM
To: Mayer, Tracey H <<u>tracey.mayer@evoqua.com</u>>
Cc: Justin Scheidel <<u>jscheidel@dudek.com</u>>; Orchard, Tony <<u>tony.orchard@evoqua.com</u>>
Subject: Temescal Valley SBR Controls Project Bid

#### [This message came from an external mail server outside of the company.]

Tracey,

Please see the link below to the bid documents. The original link was sent to Ken, but it doesn't show that the documents have been downloaded on Evoqua's end.

From:	Orchard, Tony <tony.orchard@evoqua.com></tony.orchard@evoqua.com>
Sent:	Monday, September 10, 2018 6:32 AM
То:	Justin Scheidel
Cc:	Tom Roberson
Subject:	Temescal Valley Water District RFP September 7, 2018

I apologize that Evoqua Water Technologies did not respond to the Request for Proposals for the Temescal Valley Water District project bid on Friday, September 7. We planned to request a time extension but due to mis communications this was not done. Sorry for any inconvenience this has caused.

#### Tony M. Orchard

Regional Sales Manager- West Region North American Municipal Sales

Evoqua Water Technologies LLC Mobile: 801-949-1259 tony.orchard@evoqua.com www.evoqua.com

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From:	Brad Linsey <blinsey@parkson.com></blinsey@parkson.com>
Sent:	Friday, September 7, 2018 11:58 AM
То:	Justin Scheidel
Cc:	Kevin Bunting; Matthew Rebmann; Adam Thiedke
Subject:	Follow up to Parkson Bid

Justin,

We submitted our bid for the SBR work at Lee Lake this morning. We are sending this email as a follow up to point out a couple items pertaining to our offering.

- 1) Parkson was very responsive to Dexter Wilson Engineering during the design phase of the project. This includes working with them to develop the controls scheme that allows variation in EQ tank level based on time of day so the District can better utilize the EQ tank capacity.
- 2) Parkson is using Integrated Controls (ICI) for the controls work on the project. ICI provided the hardware and process control software that is currently operating the existing SBR's. Using the same controls supplier will result in a seamless transition during the different phases when modifications to the controls are required. Using the same controls program also allows the SCADA system to remain functional during the construction period. Qualifications of the ICI team are included in the bid book and exceed the requirements listed in the BIDDER QUALIFICATION section of the RFP.

Since much of the scope on this project is controls related, we feel like our commitment to team with the same controls integrator that provided the existing controls should add some value to the Parkson offering.

We appreciate the opportunity to bid. Please feel free to contact us with any questions.

Best Regards,

Brad Linsey Sr. Product Manager - SBR | Jet Aeration Parkson 7011 Martindale Rd. Shawnee, KS 66218 Office +1 913-745-1232 Mobile 913-214-7794

www.parkson.com



# Some the second second

IMPORTANT NOTICE : The information in this email is confidential and may also be privileged. If you are not the intended recipient, any use or dissemination of the information and any disclosure or copying of this email is unauthorized and strictly prohibited. If you have received this email in error, please promptly inform us by reply email or telephone. You should also delete this email and destroy any hard copies produced immediately.



# *EcoCycle SBR™* Sequencing Batch Reactor (SBR)



September 5, 2018

www.parkson.com Proprietary and Confidential to Parkson Corporation

# 9/5/2018

Prepared for: Temescal Valley Water District

**Temescal Valley Water District** Lee Lake, CA Parkson EcoCycle SBR™

Parkson is pleased to provide the accompanying proposal for the EcoCycle *SBR*<sup>™</sup> treatment system for this project. Some of the features and benefits of the proposed SBR treatment technology and associated equipment are as follows:

Parkson Corporation has been in business over 50 years and is a household name in the wastewater treatment business. Parkson's portfolio consists of screening equipment, biological processes, sludge dewatering and thickening, sludge drying, filtration equipment, and on-site disinfection. Parkson has offices located in Fort Lauderdale, Kansas City, and Vernon Hills, IL. Parkson is owned by the Axel Johnson Company. Company information can be found at <u>www.parkson.com</u> and <u>www.axeljohnson.com</u>.

The SBR team at Parkson has over 90 years of combined experience in process and mechanical design of SBR systems. Personal resumes of primary team members are included with the proposal. The team has been involved with several hundred SBR plants that have been installed since the early 1990's. Much of this experience was gained by the team's prior employment with Jet Tech Products (later acquired by USFilter and Siemens Water Technologies). The EcoCycle SBR™ is a culmination of the experience that has been gained by the SBR team members over the past 25 years. The SBR is a process system which consists of several key components, all of which contribute to the functionality and reliability of the facility. Key suppliers that will be utilized by Parkson include:

Controls hardware / software – Parkson is utilizing Integrated Controls Inc. (ICI) for the SBR Controls Package. ICI is located in Olathe, KS and has partnered with Parkson to provide PLC hardware and DynaPhase Controls<sup>™</sup> programming. ICI has provided over 400 SBR control packages specifically for SBR process dating back to the late 1980's.

*Decanters, Flow Control Manifolds and Jet Aeration Headers* – In-basin fiberglass will be provided by **Frontier Plastics Fabricators (FPF)** in conjunction with Fiber Glass Systems (FGS), both located in Tulsa, OK. FPF has been in the custom FRP fabrication business since 1983 (33 years). FPF specialized in custom piping assemblies and contact molding and has over 20+ years of experience in manufacturing jet aeration systems. FGS will manufacture the filament wound FRP piping. FGS is one of the few FRP filament winders that are able to produce pipe certified to ASTM D2996 standards which include detailed QA processes and long term pressure testing requirements.

The manufacturer's representative for Parkson is Coombs Hopkins located out of Calsbad, CA. The Coombs Hopkins contact is Matthew Rebmann who can be reached at 760.385.6384.

We appreciate the opportunity to offer our equipment and services for this project. Should you have any questions or need clarifications, please do not hesitate to contact me at (913) 745-1713.

Sincerely,

Adam Thiedke Application Engineer <u>athiedke@parkson.com</u> 913.745.1713

PARKSON CORPORATION An Axel Johnson, Inc. Company

# Parkson



# **Table of Contents**

- 1. Bid Proposal
  - **1.01** Contractor's Bid Proposal (Section C)
  - **1.02** Parkson Bid Scope
- 2. Parkson Bid Bond (Section D)
- 3. Information Required of Bidder Form (Section E)
- 4. Parkson Statement of Technical Ability and Experience
  - 4.01. Parkson SBR Product Team Experience
  - 4.02. Parkson Project Manager Experience
  - 4.03. Integrated Controls Inc. Experience
- 5. Acknowledgement of Addendum (if applicable)
- 6. Escrow Agreement (Section O)

#### **BID PROPOSAL**

#### PROPOSAL TO: TEMESCAL VALLEY WATER DISTRICT

The undersigned bidder hereby proposes to furnish all labor, materials, equipment, tools, and services necessary to perform all work required under the Bidding Schedule(s) of the Owner's Specifications entitled:

#### WATER RECLAMATION FACILITY SBR CONTROLS AND EQUIPMENT

In accordance with the intent of said Specifications, Drawings and all addenda issued by said Owner prior to opening of the proposals.

Said bidder agrees that, within 10 working days after receipt of the contract from said Owner, he will execute said contract in the required form, of which the Notice Inviting Bids, Instructions to Bidders, Proposal, Information Required of Bidder, Specifications, Drawings, and all addenda issued by said Owner prior to opening of proposals, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates, and that upon failure to do so within said time, then the proposal guarantee furnished by said bidder shall be forfeited to said Owner as liquidated damages for such failure; provided, that if said bidder shall execute the contract, secure the required insurance and bonds, and furnish the required insurance certificates within said time, his check, if furnished, shall be returned.

Said bidder fully understands the scope of the work and has checked carefully all words and figures inserted in the Bid and he/she further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Bid.

Said bidder further agrees to complete all work required under the contract within the time stipulated in said Specifications, and to accept in full payment therefore the price(s) named in the above-mentioned Bidding Schedule(s).

Dated: September 5th, 2018

Parkson Corporation

lelle de (Bidder)

(Signature)

# BID SCHEDULE OF UNIT PRICES TEMESCAL VALLEY WATER DISTRICT

# WATER RECLAMATION FACILITY SBR CONTROLS AND EQUIPMENT

Bid Schedule shall be complete in its entirety or will be rejected.

	ITEM I	DESCRIPTION (Additional Description Below)	QUANTIT	Y UNIT	UNIT PRICE	TOTAL
1.	BASE (	CONTRACT				
	1.	Mobilization	1	LS	125,000 /LS	<u>\$125,000</u>
	2.	SBR Control Programming	1	LS	110,859 /LS	\$ 110,859
	3.	SBR Phase 1 Controls	1	LS	105,933 /LS	\$105,933
	4.	SBR Phase 2 Controls	1	LS	14,940 /LS	\$14,940
	5.	SBR Mechanical Equipment	1	LS	216,713 /LS	\$216,713
	6.	Jet Motive Liquid Pumps	1	LS	159,720 /LS	\$159,720
	7.	Positive Displacement Blowers	1	LS	120,534 /LS	\$120,534
	8.	Valve and Electric Motor Actuators	1	LS	245,879 /LS	\$245,879

# **TOTAL – SCHEDULE OF UNIT PRICES** $\$^{1,099,578}$

#### Item Description (Continued)

- 1.) Mobilization: Move-on, bonds, insurance, controls submittals, Meetings, Scheduling, Etc.
- 2.) SBR Control Programing: Prepare Phase 1 and Phase 2 SBR Controls Programming, including witnessed factory testing per Specification 17050.
- 3.) SBR Phase 1 Controls: Furnish and install new LCP-SBR3 panel and modify existing panels LCP-SBR and LCP-SBR2 per Section 17100 and project Drawings. This task includes installing and testing the Phase 1 Controls software and providing operator training.
- 4.) SBR Phase 2 Controls: Install and test Phase 2 Controls software during Phase IV Plant expansion. This task includes operator training. Costs for this task will be fixed and assigned to the Phase IV Contractor to be completed under his direction.
- 5.) SBR Mechanical Equipment: Provide all SBR mechanical equipment per Specification Section 11300, including submittals, factory and field testing, and shipping of equipment to job site. Costs for this task will be assigned to the Phase IV Contractor to be completed under his direction.
- 6.) Jet Motive Liquid Pumps: Provide jet motive liquid pumps per Specification Section 11315, including submittals, factory and field testing, and shipping of equipment to job site. Costs for this task will be assigned to the Phase IV Contractor to be completed under his direction.
- 7.) Positive Displacement Blowers: Provide positive displacement blowers per Specification Section 11380, including submittals, factory and field testing, and shipping of equipment to job site. Costs for this task will be assigned to the Phase IV Contractor to be completed under his direction.
- 8.) Valve and Electric Motor Actuators: Provide valves and electric motor actuators per Specification Sections 15100 and 15110, including submittals, factory and field testing, and shipping equipment to job site. Costs for this task will be assigned to the Phase IV Contractor to be completed under his direction.



# Quotation

NUMBER:	B11000161	DATE:	9/5/2018
то:	Temescal Valley Water District	REF:	Temescal Valley Water District Lee Lake, CA SBR Equipment and Controls

Parkson Corporation is pleased to offer equipment and services as described in this quotation. As specified in the Final Plan and Specification Documents provided via Sharfile. No Addendums were issued for this project.

#### ITEM 1 EQUIPMENT

**Flow Control Manifolds:** Three (3) Model FCM12-2200 Manifolds shall be provided. Manifolds will be constructed of FRP with 304 stainless steel supports. Manifolds shall include adequate number and size of openings to reduce inlet velocities to <0.5 fps. **Flow control manifolds shall be provided with removable endcaps.** 

**Jet Aeration Manifolds:** Three (3) Model SD12/44A-12 *VariOx*<sup>TM</sup> aeration manifolds shall be provided. Each manifold will include twelve (12) jet aerators and will terminate with a 12" flanged connection. Inbasin vertical air drop pipe is included and will terminate at the top of the tank wall, directly above the aeration header, with a 6" flanged connection (any in basin piping beyond these termination points shall be by others). Materials of construction shall be FRP utilizing vinyl ester resin. **Jet aeration manifolds shall be provided with removable endcaps.** 

Jet Cleaning/Waste Sludge System: Three (3) SBR header cleaning and waste sludge systems shall be utilized. All necessary valves for operation of the flushout system shall be provided by Parkson and shall be as described in the valve section of the proposal. All out-of-basin liquid piping and accessories, including the crossover pipe, air release valve, connecting hardware and supports to complete the system are not included, and shall be furnished by others.

**Decanters:** Three (3) Model ED12-1900 *DynaCanter*<sup>TM</sup> Floating, Effluent Decanters shall be provided. Each decanter shall include 304 stainless steel supports and in-basin discharge piping. The in-basin discharge piping of the decanter shall terminate with a 12" flange for connection to the flanged wall penetration supplied by others.

Jet Motive Liquid Pumps: Three (3) Vertical, Centrifugal Dry-Pit Pump shall be provided. Each pump will be selected to deliver 2,197 GPM at a total pump head of 22 ft. Each pump will be furnished complete with mechanical seals, mounting plate, discharge flange, one (1) suction and one (1) discharge pressure gauge and a 20 Hp, 460 volt, 3 ph, 60 hz, TEFC motor. Water lubrication lines shall be furnished by others. Pumps shall also be capable of (sludge wasting) and (header backflush) when used in conjunction with the valves listed in the valve section of this proposal. Pumps shall be as manufactured by Yeomans.

**Blowers and Accessories:** Five (5) Rotary Positive Displacement Blowers (two per train plus one as a standby) shall be provided. Each blower will be selected to deliver 540 SCFM at 8.5 PSIG. Each blower will be furnished complete with inlet filter, inlet silencer, discharge silencer, butterfly valve, check valve,



pressure relief valve, base plate, V-belt with sheaves, and a 40 Hp, 1800 RPM, 460 volt, 3 ph, 60 hz, TEFC motor. Sound Enclosures are included. Blowers shall be as manufactured by Excelsior Blower Systems.

**Valves:** Valves shall be furnished as listed below. All automatic valves will have 120 volt single phase electric motor actuators. **Valves shall be DeZurik with Rotork Actuators.** 

Function	Quantity	Size	Туре	Operator
Influent	3	10"	Plug	Electric
Effluent	3	12"	Butterfly	Electric
Air	3	6"	Butterfly	Electric
Jet Pump Suction	3	12"	Plug	Electric
Jet Pump Discharge	3	12"	Plug	Electric
Jet Flushout	6	10"	Plug	Electric
Waste Sludge	3	10"	Plug	Electric

**FRP Field Weld Material:** FRP field wrap kits shall be provided to complete FRP field welds as identified on Parkson's submittal drawings. Kits shall include FRP mat and woven roving, resin, catalyst, and gel coat. Labor for completing field joints shall be by the installing contractor.

**Supports:** Supports for the in-basin equipment supplied by Parkson and described in this proposal are included. Supports will be constructed of 304 Stainless Steel. Field welding of supports shall be by the installing contractor.

**Hardware:** Anchor bolts, gaskets, and connecting hardware for mounting in-basin equipment supplied by Parkson are included. Anchor bolts and connecting hardware shall be 18-8 SS.

Note: Hardware and gaskets at Parkson/Contractor interfacing flanged connections are not included and shall be provided by the installing contractor.

**Air Flow Meters:** Three (3) Air flow Meters shall be provided for monitoring air flow rate to each new SBR basin. Air flow meters shall be FCI Model ST50 or equal.

**D.O. Control:** Ten (10) D.O. probes with mounting bracket and ten (10) analyzers shall be provided for the new and existing SBR basins. Analyzers shall include hand rail mounts with sun shields. System shall utilize Hach LDO probes with SC200 analyzers.

**SBR Controls Upgrade:** The SBR control system upgrades will occur in two phases as specified. **Controls work shall be done by Integrated Controls Inc.** 

Phase 1:

• Phase 1 control system upgrade will not involve any changes to how sewage is being fed to the SBRs and will rely on existing field signals to the SBR control panels to control seven SBR tanks with Flow Proportional Software. The existing SBR control system includes two separate controllers that are to be replaced with a single controller for 10 tank operation to accommodate seven existing tanks and three future tanks as specified. Field implementation of new software controls shall be closely coordinated with TVWD to minimize the impact on operation of the existing plant.



#### Phase 2:

All hardware required for the Phase 2 control system upgrade shall be completed as part of the
Phase 1 project, the Phase 2 control scheme shall be limited to installation of preprogrammed
software. The Phase 2 SBR control system upgrade will be implemented as part of the future Phase
IV plant expansion project and coordination with the general contractor for the project will be
required. The Phase 2 SBR control system will operate as a slug feed system with two trains of five
SBR tanks for a total of ten tanks as specified, the Phase 2 upgrade will be installed approximately
twelve months after the completion of the Phase 1 upgrade.

#### SBR Control Panel LCP-SBR1 (RTU-3) (Existing):

- This control panel will contain I/O for SBRs 1, 2, 3, & 4, and blowers 1, 2, & 3
- Replace existing Allen Bradley PLC-5 with Allen Bradley CompactLogix 5370 L3x PLC processor, power supply, and I/O as specified.
- Allen Bradley Stratix managed Ethernet switch is included as specified.
- Removal of the existing door mounted hardware; replacement of the door or installation of a cover plate over the opening is included.
- The Phase 1 SBR controls upgrade control strategy will utilize level transducers in the three SBR's and a PLC/SBR computer with our three-tank DynaPhase Control program.

#### SBR Control Panel LCP-SBR2 (RTU-3A) (Existing):

- This control panel contains PLC I/O for SBRs 5, 6, & 7, and blowers 4, 5, & 6. The I/O for blowers 4, 5, & 6 will be moved to the new control panel LCP-SBR3 as part of Phase 2 SBR controls.
- Replace existing Allen Bradley PLC-5 with Allen Bradley CompactLogix 5370 L3x PLCprocessor, power supply, and I/O as specified.
- Allen Bradley Stratix managed Ethernet switch is included as specified
- Removal of the existing door mounted hardware; replacement of the door or installation of a cover plate over the opening is included.
- The Phase 1 SBR controls upgrade control strategy will utilize level transducers in the four SBR's and a PLC/SBR computer with our four-tank DynaPhase Control program.

#### SBR Control Panel LCP-SBR3 (RTU-3B) (New):

- This control panel will contain PLC I/O for SBRs 8, 9, & 10 and all five (5) new blowers (4, 5, 6, 7, & 8), all ten (10) D.O. probe signals, and controls for the SBR feed pumps.
- The SBR control panel will be UL listed per specifications.
- The enclosure will be a painted NEMA type 12 suitable for indoor locations.



- The Phase 2 control strategy utilizes the level transducers in the ten SBR's with a PLC slug feed program.
- Control panel input power surge protection device is included as specified
- Door activated intrusion switch and keyed intrusion override selector switch are included as specified.
- Allen Bradley CompactLogix 5370 L3x PLC, power supply and I/O modules as specified
- Automation Direct C-More 10" color touch screen is included as the operator interface terminal as specified.
- Allen Bradley Stratix managed Ethernet switch with fiber ports is included as specified
- Uninterruptible Power Supply (UPS) is included as specified
- Open/closed/auto selector switches and status indication are included on the panel front for the following valves. Proposal is based on motor operated valves (valve motor power is by others) with isolated open and closed limit switches for position indication.
  - 3 SBR influent valves
  - 3 SBR effluent valves
  - 3 SBR air valves
  - 3 SBR WAS valves
  - 3 SBR pump discharge valves
  - 3 SBR vacflush discharge valves
  - 3 SBR pump suction valves
  - 3 SBR vacflush suction valves
- Hand/off/automatic selector switches and status indication are included on the panel front for the following equipment. Indication of run/off status and failures are included on the operator interface. Starting equipment and related items for the equipment listed below will be supplied by others.
  - 5 SBR blowers (FVNR)
  - 3 SBR motive pumps (FVNR)
  - SBR Influent Feed pumps (VFD)
- Level transducers and high level float switches are included for the ten (10) SBRs (twenty each total).
- Dissolved oxygen 4-20 mA signals will be received from each SBR and digester (ten signals total).
- Control wires will be numbered per specification.



• A secure remote access communication link is included for remote support.

#### Factory Testing/Simulation:

- Witnessed factory testing of the Phase 1 and Phase 2 control schemes will be performed a minimum of two weeks prior to implementation of Phase 1 control scheme in the field as specified.
- Three full days for the testing/simulation at Integrated Controls facility in Olathe, KS 66062 is included as specified

**Pump Field Vibration Testing:** Independent on-site vibration testing as specified in Section 11315 item 1.04.E.3 shall be provided. **Testing shall be completed by AmeRisk Engineering out of Murrieta, CA.** 

**Spare Parts:** The following spare parts shall be provided:

Pumps: Spare parts as specified in Section 11315 Para. 2.12 item B

- One (1) Mechanical Seal Assemble
- One (1) complete set of gaskets and O-Rings
- One (1) set of impeller and volute wear rings
- One (1) pump impeller
- One (1) complete set of bearings
- One (1) pump shaft
- One (1) shaft sleeve
- One (1) set of grease seals

Blowers:

- Five (5) spare V-belt sets
- Five (5) filter element

#### **ITEM 2 SERVICES**

#### Performance Bond:

Process Performance Bond for 100% of the contract value shall be provided after award of the contract.

#### Drawings and Installation, Operation, and Maintenance (IO&M) Manuals:

Approval Drawings / Submittals:	As Specified
IO&M Manuals:	As Specified

#### Start-Up Assistance:

Field service shall be provided for dry inspection, wet start up, O&M training, and follow up training. A total of four (4) trips / twelve (12) man days of service are included. Additional service can be provided at Parkson's daily field service rates. Service will be scheduled upon receipt of Buyer's written request. Contractor shall be responsible for confirming readiness of equipment for field service activities by the Supplier. Additional service days or trips which result from lack of ability to perform service on fully installed and operational equipment will be billed at Parkson's standard service rates.

#### Mechanical Warranty:

Mechanical Warranty shall be one (1) year from date of acceptance or eighteen (18) months from shipment, whichever occurs first.



See Section XVI of the Standard Conditions of Sale.

#### PURCHASE PRICE:

Equipment and services as described above......**\$\_\_\_\_\_USD** F.O.B. Jobsite, freight not included. Offloading and storage by others. Taxes excluded.

#### VALIDITY:

Purchase price is valid for ninety (90) calendar days from Quotation date, for shipment of Equipment within the timetable stated below.

#### **PAYMENT TERMS:**

10% with order, 80% net 30 upon shipment, 10% upon startup, payment not to exceed 180 days after shipment.

#### TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order, Parkson will submit a written request for Additional Information if it is deemed necessary that such information is necessary to begin work on the project. This information may include full scale drawings, specification sections, amendments, addendums, or other pertinent documents. The Submittal phase will begin once this additional information is received. If no request for Additional Information is submitted by Parkson within the ten (10) day period, the Submittal phase will begin on the eleventh (11<sup>th</sup>) business day following receipt of the written Purchase Order. The Shipment phase is thereafter contingent upon written final approval of Submittals, at which time the Shipment phase will begin.

Submittal Phase: 6-8 weeks following Acceptance of P.O. or receipt of Additional Information as outlined above.\*

Shipment Phase: 20-24 weeks following receipt of written Submittal Approval.\*

\*Schedules will be confirmed at time of Order.

#### **TERMS AND CONDITIONS:**

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: <u>http://www.parkson.com/files/documents/Sales-conditions.pdf</u>.

#### **CLARIFICATIONS AND EXCEPTIONS:**

SCADA Integration to be by others. Desktop PC, laptops, and other remote access devices are by others.

Decanter wall spools must be cast in place or supported with additional bracing if link seals are used.



Chemical feed equipment has not been included. Any requirements for addition of metal salts, carbon source, alkalinity, nutrients, or micronutrients shall be by others.

If blower sound enclosures are used, contactor shall be responsible for providing 120 volt power source if required.

Hydraulic institute recommends a minimum of 5 pipe diameters of straight pipe run on the suction side of dry pit pumps.

A minimum of 3.5 ft of static head differential (plus pipe friction losses) between SBR BWL and water level at discharge elevation must be provided for the decanter to function properly. Outlet at effluent pipe discharge must be constantly submerged or provided with an upturned elbow to prevent air from entering the effluent piping.

Automatic air release valves are required at the high point in the discharge piping of the jet motive pumps. Air release valves shall be by the Contractor.

Contractor shall be responsible for providing seal water to dry pit pumps.

Out of basin air and liquid piping are not included. In basin air piping between air drops (if used) is by others.

Concrete must be designed to accommodate 6" anchor bolts.

Unless specified in the controls section of this proposal, valve power through the SBR control panel has not been included.

All welding shall be per AWS standards only (ASME standards, if required, may result in additional cost).

MCC, VFD's, and motor starters are by others.

#### **BUYER / OWNER RESPONSIBILITY:**

- Freeze protection.
- Seed sludge and plant seeding.
- Water and electrical for testing.
- Concrete / grout.
- Assembly / installation as outlined in Submittal and IO&M documents.
- Unloading, uncrating, equipment setting, cranes, forklifts.
- Proper or reasonable storage of equipment to prevent damage prior to installation.
- Compatibility of equipment materials of construction with known or unknown wastewater constituents.
- Interconnecting electrical including conduit, power and control wiring, junction boxes, electrical terminations in control panels, etc.
- Interconnecting piping beyond manufacturer termination points as outlined on the drawings, Submittals, and IOM documents.
- Pump or equipment hoists.
- Walkways, grating, railings, or other as required for equipment access.
- Seismic or electrical load calculations.
- Any other equipment or service not detailed in the proposal.



Please return one signed copy of this Quotation, or Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

Issued by:

Accepted by (herein call the Buyer):

Parkson Corporation 7011 Martindale Rd. Shawnee, KS 66218

lan

Printed Name: Adam Thiedke Title: Application Engineer Date: 9/5/2018

Printed Name: Title: Date:

Local Rep: Matthew Rebmann – Coombs Hopkins

Cc: Brad Linsey, Kevin Bunting, Jeff Fangman, Ron Maiorana– Parkson

Revised 8/23/18

#### **BID BOND**

#### KNOW ALL MEN BY THESE PRESENTS,

e - 2

That Parkson Corporation, 1401 West Cypress Creek Road #100, Fort Lauderdale, FL 33309 as Principal.

and Aspen American Insurance Company, 175 Capital Boulevard, Rocky Hill, CT 06067 as Surety, are

held and firmly bound unto \_\_\_\_\_\_ Temescal Valley Water District

hereinafter called Owner, in the sum of Ten (10%) Percent of the amount bid ------(10%)

dollars, (not less than ten percent of the total bid amount) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the Bidding Schedule(s):

Water Reclamation Facility SBR Controls and Equipment - P11000161

of the Owner's Specifications entitled Contract Documents and Specifications for

#### WATER RECLAMATION FACILITY SBR CONTROLS AND EQUIPMENT

NOW THEREFORE, if said Principal is awarded a contract by said Owner and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of agreement bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this <u>5th</u> day of <u>September</u> 20<u>18</u>.

Parkson Corporation	(SEAL) Aspen American Insurance Company	(SEAL)
(SEAL AND NOT AR ACK NOWLEDGM	By: <u>Jawp</u> . Kapubs (Signature) Terry D. Reynolds, Attorney-in-Fact ENT OF SURETY)	-

#### SURETY ACKNOWLEDGEMENT

STATE OF MARYLAND ) SS DATE OF ACKNOWLEDGEMENT: September 5, 2018

COUNTY OF Prince George's)

Terry D. Reynolds, Attorney-in-Fact and authorized representative of Western Surety Company personally appeared before me on the date of this acknowledgement to affirm and verify that she is authorized to execute the forgoing instrument and acknowledged to me that she executed this instrument as Attorney-in-Fact and for the act and deed of Western Surety Company.

**Notary Seal** 

Dannette A Hallowell

Dannette D. Hallowell, Notary My commission expires December 3, 2020



Aspen American Insurance Company 175 Capital Boulevard, Rocky Hill, CT 06067

#### POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Terry D. Reynolds; David C. Moylan; Diana L. Parker; Karen C. Bowling and David Saul of Alliant Insurance Services, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Altomeys-in-Fact by virtue of a Power of Attomey to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin W. Gillen, Senior Vice President, Mathew Raino, Senior Vice President, Ryan Field, Senior Vice President; Timothy P. Griffin, Vice President, Keith Flannery, Vice President, Mary E. Durosko, Vice President, Frank Campiglia, Vice President, Ray Philippon, Assistant Vice President and Lucas Lomax, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Altorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attomey or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 27th\_ day of July\_\_\_, 2018. Aspen American Insurance Company

STATE OF CONNECTICUT

COUNTY OF HARTFORD

On this 27<sup>th</sup> day of July, 2018 before me personally came Mary E. Durosko, Vice President to me known, who being by me duly swom, did depose and say; that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said comporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof. Vanessa Arlas

MMMC. Jurosko Mary E. Durosko, Vice President

IXXI Notary Public

My commission expires: February 28, 2019

CERTIFICATE

I, the undersigned, \_\_Mary E. Durosko, of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect. day of leptember, 2018

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this

SS. ROCKY HILL



**Notary Public** State of Connecticut

My Commission Expires February 28, 2019

By: Mary E. Durosto

Name: Mary E. Durosko, Vice President

\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia. Taber@aspen-insurance.com

# **INFORMATION REQUIRED OF BIDDER**

# WATER RECLAMATION FACILITY SBR CONTROLS AND EQUIPMENT

#### **GENERAL INFORMATION**

The bidder shall furnish the following information. Additional sheets may be attached if necessary.

1.	Contractor's Name and Address:	2.	Type of Firm (check One):
	PARKSON CORPORATION		Individual
	1401 West Cypress Creek Road #100		Partnership
	Fort Lauderdale, FL 33309		Corporation X
3.	Telephone:954-974-6610		
4.	Names and titles of all owners/officers of the fir	m:	
	Shamus Hurley - President		Michael Hill - Vice President
	Clare Peeters - Vice President	_	Jeff Fangman - Vice President
	Bill Maesalu - Vice President		

6. Answer the three (3) questions below and submit a brief description of the character of the work previously executed as required in the Instructions to Bidders as well as the locations of the major projects, giving the year in which it was done, the manner of its execution, name, telephone number, and address of owner, overall cost when constructed, and such other information as will tend to show ability to prosecute vigorously the work required by this Specification. Attach additional sheets if necessary.

1. Have you or any of your subcontractors been determined to have committed any serious or willful violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code during the past five (5) years? <u>NO</u> If yes, explain.

2. What are the most recent workers' compensation experience modification factors for your firm and each of the proposed subcontractors?

2018 - 0.59

2017 - 0.66

3. Have you and each of the proposed subcontractor(s) adopted injury prevention programs under Section 3201.4 or 6401.7 of the California Labor Code?

Parkson and it's subcontractors will follow company internal safety policies. Parkson assumes that our internal safety policies meet or exceed the referenced code(s).

7.	Person who inspected site of the proposed work for your firm:

Name: Brad Linsey Date of Inspection: December 12, 2016

8. Proposed Project Manager Name: <u>Julie Davis, P.M.P</u>

Qualifications: Please refer to section 4.02 of the accompanying bid book.

9. NOTE: If required by the Owner, the bidder shall furnish a notarized financial statement, references, resume of superintendent, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

### **INFORMATION REQUIRED OF BIDDER**

### WATER RECLAMATION FACILITY SBR CONTROLS AND EQUIPMENT

### LIST OF SUBCONTRACTORS

The bidder shall list below the name and business address of each subcontractor who will perform work under this contract in excess of one-half percent of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After opening proposals, no changes or substitutions will be allowed without the written approval of the Owner.

Aggregate total of all subcontractors shall not exceed fifty percent (50%) of the total contract price.

1. Subcontractor's Name & Address:

Integrated Controls Inc. 15707 South Mahaffie Street, Olathe, KS 66062

Work to be performed: Phase 1 and Phase 2 Controls Software and Hardware modifications

2. Subcontractor's Name & Address:

Work to be performed:

3. Subcontractor's Name & Address:

Work to be performed:

4. Subcontractor's Name & Address:

Work to be performed:

5. Subcontractor's Name & Address:

Work to be performed:

6. Subcontractor's Name & Address:

Work to be performed:

7. Subcontractor's Name & Address:

Work to be performed:

8. Subcontractor's Name & Address:

Work to be performed:

Note: Attach additional sheets if required.

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### **INFORMATION REQUIRED OF BIDDER**

### WATER RECLAMATION FACILITY SBR CONTROLS AND EQUIPMENT

### NON-COLLUSION AFFIDAVIT

STATE OF CANERFORMENTA FLORIDA COUNTY OF BROWARD		_ }	NON-COLLUSION AFFIDAVIT
DIANNE KAPLAN (Name of Affiant)		, being	g first duly sworn, deposes and says that
he/she is	CONTRACTS MANAGER	of	PARKSON CORPORATION
	(Title)		(Name of Bidder)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Signature) **DIANNE KAPLAN** (Typed Name) 28TH AUGUST 18 SUBSCRIBED BEFORE ME on this day of 20 (SEAL) Jotary Public **Commission Expires:** LILIANA BUJOREANU Notary Public - State of Florida Commission # FF 227983 My Comm. Expires Aug 14, 2019 Bonded through National Notary Assn.

Water Reclamation Facility SBR Controls and Equipment

Information Required of Bidder August 2018 - E-6

# **Parkson Corporation**



- Parkson has been in business since 1960 (main office in Fort Lauderdale-FL, as well as offices in Chicago, Kansas City and Dubai)
- Owned by Axel Johnson, Inc. (Private Family Company) which has roots dating back to 1873
- Product portfolio includes:
  - Screening and headworks
  - Biological treatment
  - Tertiary filtration
  - Disinfection
  - Biosolids thickening and drying





# **EcoCycle SBR™ and VariOx™ Product Experience**

Parkson's product team has over 80 years of combined experience in process and mechanical design of SBR systems (formerly at Jet Tech, USFilter, Siemens WT).

Jeff Fangman – Director of Biological Processes - 27 years Brad Linsey – Product Manager - 25 years Kevin Bunting – Technical Sales - 19 years Tai Nguyen – Sr. Design Engineer - 15 years

Experience of key suppliers:

Integrated Controls Inc. (Olathe, KS) – 25 years experience with over 300 SBR installations. Process control software and hardware packages.

Frontier Plastics Fabricators (Tulsa, OK) – 20 years experience in manufacture of FRP equipment for wastewater treatment industry.

# **Product Team (Over 80 Years of Experience)**



Jeff Fangman – Director of Biological Processes

- 27 years (former Jet Tech employee)
- Extensive SBR and jet aeration product background

## Brad Linsey – Product Manager

- 25 years (former Jet Tech employee)
- Process engineering, applications, and product development background

## Kevin Bunting – Technical Sales Manager

- 19 years (former Jet Tech employee)
- Applications engineering and technical sales background

Tai Nguyen – Sr. Design Engineer

- •15 years (former Jet Tech employee)
- Mechanical engineering and product development background

# What Does Parkson Offer?



> Over 80 years of experience on the product team.

>Quick and detailed support during design and engineering phase.

Product and industry expertise of engineering and execution team.

> Experienced suppliers with quality focus.

- Flexibility in our design approach choice of aeration type.
- State of the art controls that utilize current technology capabilities.
- >Systems designed for ease of operation and maintenance.

>A reputation for taking care of our customers.

### Jeff Fangman 21613 West 51<sup>st</sup> Place ■ Shawnee, Kansas 66226 (913) 422-4381 (Home) ■ (913) 214-7649 (Cell) FangmanJeff@gmail.com

### Education

BS Industrial Technology – Emporia State University, Emporia, KS Minor in Business

• I have taken numerous Sales and Management Classes through the years from outside consultants as well as internal experts (under US Filter, Vivendi, and Siemens)

### **Professional Experience**

GM - Biological (Parkson Corporation) April 2013 - Present

- Responsible for all Biological Business under Parkson (EcoCycle SBR, VariOx Jet Aeration, Biolac, HoOx, etc.)
- Management of the Biological Team

Director of Sales North America – Municipal (Siemens) November 2011-April 2013

- Responsible for Management of Regional Sales Managers throughout the US and for the sale of all Siemens Products sold in the US for water and wastewater applications.
- Rep Management Responsibility
- Manage a Team of four (4) Regional Sales Managers and ten (10) Technical Sales Managers

General Manager/SBR Product Manager (Siemens) July 2007-November 2011

- Responsible for P&L for the Edwardsville location as well as management of all personnel. In 2007, it was basically a break-even business, and has now been a double digit EBIT business for the last two years (has shown consistent growth in Revenue and Profit).
- Responsible for the SBR Product Line Globally Development, Applications, Marketing, Project Management, etc. In the latest Siemens Rep evaluations, the SBR Product Line was listed as #1 overall!

Director of Biological Products (Siemens)

Nov. 2005-July 2007 Responsible for all Biological Products for Envirex, Jet Tech, Davco, and Aerators (this included Orbal/VLR, SBR, MBBR, AGAR, RBC's, Aerators, Mixers, Diffusers, Jet Aeration, Package Plants, etc.).

VP Sales & Marketing (Vivendi/Siemens)

Responsible for all sales and marketing activities for the SBR and Jet Aeration product lines globally (this included management of the Applications Department and all Sales and Marketing personnel for these specific products both Municipally and Industrially).

National Sales Manager (US Filter)

April 1997-Jan.1998

Jan. 1998-Nov. 2007

• Responsible for all sales and marketing activities for the SBR and jet aeration product lines domestically (both Municipal and Industrial).

Eastern Regional Sales Manager (Jet Tech/US Filter) Oct. 1995-April 1997

 Responsible for all SBR and jet aeration sales activities (working directly with Municipal Reps) for the SBR and jet aeration product lines East of the Mississippi.

Project Engineer/Application Engineer (Jet Tech) Nov. 1992-Oct. 1995

• Responsible for system designs (working directly with Customers and the Reps) and handling of projects until commissioning.

Purchasing Manager (Jet Tech)

March 1992-Nov.1992

 Responsible for buying all project specific material and equipment. Pumps, blowers, valves, controls, piping, fittings, etc.

Production Manager/Plant Supervisor (Jet Tech) June 1989-March 1992

• Responsible for managing of fiberglass production, QC, Shipping and Receiving

### Computer Skills

- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint
- SAP Business System
- CRM Data Base

### **Bradley S. Linsey**

22506 W. 51<sup>st</sup> Street, Shawnee, KS 66226 phone (913) 214-7794 email <u>linseys4@kc.rr.com</u>

#### Education

Bachelor of Science – Industrial Technology Emporia State University, May 1987

#### Work Experience

April 2013 – present: Parkson Corporation – Shawnee, KS

 Product Manager for Sequencing Batch Reactor (SBR) and jet aeration product lines. Directly involved with process design, applications, estimating, procurement, and manufacturing of SBR and jet aeration systems for municipal and industrial projects.

June 1991 – April 2013: Siemens Water Technologies (formerly Jet Tech Products, USFilter, Vivendi Environmental) – Edwardsville, KS

- Applications Engineering Manager for SBR and jet aeration. Primary responsibilities include oversight of
  process design work, proposal writing, specification writing, development of project bid scopes, and
  collaboration with both internal sales group as well as manufacturer's reps to establish bid strategies.
  Worked closely with Engineering, EPC, and construction firms to develop projects from initial design
  phase through construction and start up phases. Projects range from basic equipment packages to turnkey solutions with values exceeding \$5M.
- Supervised Estimator position which was responsible for soliciting equipment prices from multiple suppliers for outsourced components and verifying that quoted equipment complied with project plans and specs. Supervised development and maintenance of cost matrix for internally manufactured components. Worked closely with Project Managers and Supply Chain to manage vendors and maintain project gross margins.
- Responsible for technology transfer of SBR and jet aeration products to Siemens international divisions including India, South Korea, Singapore, and Middle East. Assisted with qualifying regional vendors and initiating local fabrication of components.
- Prior to AE roles, worked as Quality Supervisor in the manufacturing department. Responsible for inspection of various FRP and steelwork assemblies. Developed specialized laminates for highly corrosive industrial applications. Responsible for health, safety, and environmental compliance.

June 1989 – May 1991: Environmental Enclosures International Corporation – Burlington, KS

 Project Manager responsible for managing design, manufacture, shipping, and installation of enclosures for the telecommunications industry. Primary focus on manufacture of large FRP enclosures using spray up molding methods. Also responsible for administering health, safety, and environmental programs.

#### Qualifications

Computer skills include Microsoft Office, Powerpoint, CRM, Outlook, SAP. Experience with various activated sludge wastewater treatment processes as well as filtration, disinfection, and solids handling systems. Very knowledgeable with commonly used equipment for wastewater treatment including pumps, blowers, valves, tanks, aeration systems, process control systems, instrumentation, and PLC controls.

Training courses: PM@Siemens Global Project Management, Terms and Conditions Workshop, Negotiations Workshop, Counselor Selling Approach.

9310 West 162nd Terrace Overland Park, KS 66085 913. 912. 2344 Kevin.Bunting@kc.rr.com

# **KEVIN B. BUNTING**

## Education

1991 – 1996 University of Missouri Columbia, Missouri

**B.S.** Chemical Engineering

## **Professional Experience**

### 2013 – Present Parkson Corporation

### **Technical Sales Manager - SBR**

- Set up new SBR sales channels in United States and Canada for Municipal and Industrial applications
- Responsible for sales of the SBR product line
- Technical presentations, proposal and specification writing, contract negotiations
- · Worked on development and launch of product into the industry

### 2010-2013 Siemens Water Technologies

Edwardsville, KS

### Area Manager – Biological Processes

 Along with the Sequencing Batch Reactor (SBR) Technical Sales Manager rolls and responsibilities, managed the sales additional products within Siemens Biological Processes portfolio, including the Orbal and Vertical Loop Reactor (VLR) ditch type technologies and Moving Bed Bioreactor (MBBR). Booking goals of \$20 - \$30 million per year.

### 2004-2010 Siemens Water Technologies

#### Edwardsville, KS

### Technical Sales Manager (TSM)

- Responsible for annual sales in the United States for Sequencing Batch Reactor (SBR) marketplace. Booking goals of \$15-\$20 million per year.
- Technical presentations, proposal and specification writing, contract negotiations
- Complete responsibility for timely and effective management of design, sales, manufacturing, delivery and warranty period of wastewater treatment systems by working directly with Applications Engineering and Project Management
- Engineering Firm Strategic Account Manager, responsible for meeting the direct needs of assigned firms
- Direct interaction with Representatives, Engineers, Government Officials and End-Users
- Assist in competitive awareness and marketing issues
- New product development

### 1997 – 2003 (Formerly) USFilter, Jet Tech Products Edwardsville, KS

### **Applications / Sales Engineer**

- Responsible for preliminary budget design, strategic bidding and project hand-off for all Jet Tech Products offerings, including Sequencing Batch Reactors, Membrane Bio-Reactors and Jet Aeration
- In-house Technical support for Regional Sales and USFilter Sales Representatives
- Work with Local, State and National Regulators
- Customer Relationship Management

## Summary of Qualifications

- Proficient in Microsoft Office and Outlook, PowerPoint Presentations, Customer Relationship Management (CRM)
- Training courses in Sales Management, Contract Negotiations, Counselor Selling, Sales Presentations, Competitive Selling, Strategic Planning. Strong technical selling skills with several types of biological process products in the wastewater treatment industry, along with ancillary equipment required to meet Local, State and National Regulations.

Shawnee, KS

## Tai V. Nguyen

11720 Delavan Ave Kansas City, KS 66109 Cell Phone #: (785) 550-0478 E-mail Address: <u>oldnewby@gmail.com</u>

### Objective

Provide reference for work experience.

### Education

University of Kansas, Lawrence, KS 66044 Bachelor of Science in Mechanical Engineering, May 2000 Emphasis in Fluid Mechanics University of Kansas Endowment Scholarship Society of Automotive Engineers Fundamentals of Engineering Certified Proficient in Pro/Engineering, AutoCAD and Microsoft tools

## Experience

Project Engineer, Parkson Corp., Shawnee, KS July, 2013 – Present

- Design Engineering of EcoCycle<sup>™</sup> Sequencing Batch Reactors and Vari-Ox<sup>™</sup> Jet Aeration Systems
- Lead Engineer for SBR R&D, Equipment Design and Product Standardization.
- Manage and update department standard procedures and design manuals

### Senior Engineer, Siemens Water Technologies, Colorado Springs, CO April 2002 – July 2013

- Design Engineering of Membrane Bio Reactor (MBR), Omniflo® Sequencing Batch Reactor and Omnipac® Wastewater Treatment Systems.
- Project Engineer for Reverse Osmosis Pretreatment, RO and Post RO Treatment Systems.
- Generate process and hydraulic design calculations, create P&ID, size mechanical equipment and design plant layouts.
- Lead Engineer for R&D projects
- Final reviewer of all fabrication drawings prior to releasing projects to production
- Manage engineering and drafting team to optimize project utilization and working efficiency
- Manage and update department standard procedures and design manuals

Project Engineer, Milbank Systems Inc., North Kansas City, MO

- Design Engineering of powder and E-coat painting systems.
- Experience in designing; convection ovens, HVAC, boiler systems, heat dissipation tunnels, conveyor systems, heat exchangers and piping systems.
- Responsible for the design of turn-key projects from concept to hand-off
- Prepared layout and fabrication drawings
- Field experience of equipment installation, start-up and troubleshooting.
- Frequent Customer liaison.

### Reference

Rob Hudson, P.E. - Senior Engineer, Aircon Energy (916) 922-2004 Ext. 124

Mike Kittinger, P.E. – Lead Mechanical Engineer, Black and Veatch Corporation (913) 458-3496

May 2000 – April 2002

August 1995 – May 2000

### Project Manager 8 years' experience with PMP certification

Managing projects from receipt of customer order though warranty phase. Focus on completing all projects within schedule, budget, and customer expectations.

#### Core Strengths:

Working with engineers Managing schedules Managing/Assessing Risks Following specifications Managing budgets Working with others Customer satisfaction Problem resolution

#### **Professional Experience:**

Parkson Corporation, 1401 W. Cypress Creek Rd, Suite 100, Ft. Lauderdale, FL 33309

June 1998-Present

#### Senior Project Manager 8 Years

Responsible for managing assigned projects from inception through warranty (30+ projects at a time PO values up to 3 million dollars.

Lead Project Post Award Meetings to document project requirements and ensure team is aware of their individual responsibilities as related to projects.

Manage and sequence engineering, production, quality, service activities, and warranty for all assigned projects. Manage all customer communications and expectations related to assigned projects and specifications to ensure customer satisfaction.

Manage budget and schedule for all assigned projects in BAAN/ERP LN.

Perform engineering submittal reviews with customer and engineering team as necessary.

Perform routine project reviews and update project schedules and documents as necessary.

Travel to various jobsites as required enhancing customer relationships and inspecting project deliverables to ensure requirements are met.

Perform lessons learned reviews and meetings to ensure processes are improved for customer satisfaction.

Hold weekly meetings on project progress and report any changes to customers as necessary. ISO 9001 Auditor.

### Project Coordinator 2 Years

Entered new projects into BAAN as received from contracts department. Maintained production Schedule for all NAMBU projects. Coordinated shipments according to customer requirements. Supported Project Managers with customer contact. Maintained surcharges and customer accounts in BAAN for invoicing. Supported Project Managers with engineering follow up. Supported Project Managers with project issue resolutions. ISO 9001 Auditor

### Financial Analyst 6 Years

Established billing position in Accounting department to promote accurate and timely billing and improve overall DSO. Pre-audit FOB, Payment, Tax, contract terms in Baan for billing accuracy. Bill all project, aftermarket, and service orders per contract terms. Compile and monitor monthly flash report of projected revenue for Corporate. Audit, document and report revenue recognition practices impacting collections to CFO/President. File weekly billing reports /Notice to Owner's with Pro-Lien to perfect Parkson's lien rights. Manage collections of customer accounts and coordinate resolution of collection issues with appropriate departments. Reconcile project billings and collections and execute appropriate lien releases. Transfer, verify, research, and post daily cash receipts from bank. Compile credit files for customers and pre-screen/approve for credit worthiness. Perform research and customer account reconciliations for annual & sales tax audits. Maintain & Audit tax exemption files and update Baan for customer tax status accordingly. Work with task force on utilizing and perfecting Baan data for A/R related reporting procedures as alternate to manual reports. Operating Rhythm Team member to promote 40% of billing in first 2 weeks of each month. Responsible for Industrial Business Unit's financial reporting. ISO 9001 Auditor

### Accounts Payable Specialist 4 Years

Process weekly vendor invoices for payment. Process and generate weekly million-dollar check runs. Reconcile/approve employee expense reports for appropriate reimbursement. Post and reconcile monthly cash receipts. Run aging, compose payments, check register, and payment advise management reports.

Process journal entries.

### Education

University of Phoenix, BSBM Program Graduate, Fort Lauderdale, FL; PMP Certified 2011

### **Technical Skills**

Microsoft Office, Power Point, Excel, BAAN/ERP LN

**References Available Upon Request** 



PREQUALIFICATION July 9, 2018

## Lee Lake, CA

## Integrated Controls, Inc.

15707 South Mahaffie Street Olathe, KS 66062 (913) 782-9600



## Table of Contents

Bios:
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## David Nance – President

David got started in controls and instrumentation in 1977. While he has experience in many fields, the majority of projects have been in the water and wastewater treatment fields. David began with fabrication of panels and subsequently absorbed design, drafting and eventually management duties. His PLC experience began on anhydrous ammonia based refrigeration systems for cold storage and packing houses in 1979. This quickly led to application of PLC technology to water and wastewater applications. Over three decades of experience in these fields has provided experience with every major manufacturer and platform of PLC, as well as many hundreds of control scenarios and challenges. Additional experience with Unix and C-programming has facilitated development of in-house products for niche areas. His HMI and SCADA experience is commensurate to PLC experience.

The founding of Integrated Controls in 1989 perpetuated the vision of excellent customer service, value and extremely low employee attrition rates. Today David is involved with operation of the company as well as technical support and guidance.

### Roger Hansen – Vice President

Roger is a 1985 Graduate of DeVry Institute of Technology, Kansas City. Previous to graduation, Roger worked part-time in panel fabrication for a systems integrator whose primary focus was in the municipal market. After graduation, he joined that company as a full-time employee and became involved in design, programming and startup.

In 1989, Roger and Dave Nance started Integrated Controls, Inc. As one of the owners of Integrated Controls, Inc., Roger has been involved in every aspect of the business at one time or another. Roger's current duties include helping to oversee the day to day operations of the company as well as providing proposals to select clients. When required, Roger becomes involved in project management, programming (PLC and SCADA), startup, service, etc.

Roger has programmed many manufacturers and platforms of PLC's, HMI's, OIT's, etc. He has over twenty years experience in the municipal market. He helped ICI expand its business by starting to provide temperature control panels on over 30 projects at power plants in the U.S. and abroad. He has also been involved in programming and startup of CO<sub>2</sub>.Liquefaction plants in the U.S. and abroad for a manufacturer in San Antonio, TX.

# Gary Roberts – Manager of Project Engineers and Project Manager/Programmer

Gary has hands-on experience in instrumentation and controls since 1987. He is a graduate of Park University in 2000 with a B.S. in Management, summa cum laude. He completed a two-year certificate program in electronics at Joe-Herndon Vo-Tech in 1982, received extensive electronics training in the U.S. Air Force, and holds an FCC Advanced Class Amateur Radio License.

Gary completed a four-year Electrical Apprenticeship in 1989 at Allied-Signal Aerospace, a prime contractor to the U.S. Department of Energy. His duties as a Journeyman Electrician included the installation, modification, and troubleshooting of PLC and CNC controlled equipment used to manufacture components for the nuclear weapons program.

Gary worked for the Ford KC Assembly Plant in Claycomo, MO for 15 years before coming to ICI. There he held positions as Electrician, Maintenance Supervisor, and Technical Training Instructor. Gary spent one year as a representative of the KC Plant to the Detroit automation designers/builders providing the equipment for a new automation line in 1996. After a successful launch, he was promoted to Maintenance Supervisor and eventually moved to the Technical Training Department. He participated in numerous advanced training programs from Allen-Bradley on PLCs, PanelViews, and VFDs and delivered training to Ford personnel for the latter 10 years of his Ford employment. Concurrently, for two years, he taught Advanced PLC Programming nightcourses for the Metropolitan Community College.

Since coming to ICI, Gary has programmed Allen-Bradley SLC and Compact-Logix processors, CTI (formerly Siemens) PLCs, Koyo PLCs, and has worked extensively in Wonderware Intouch including the Archestra IDE and MS SQL Server integration.

02928-01-00	Schickshinny PA (SBR)
03224-01-00	Bradford PA SBR
03291-01-00	LeMoore, CA SBR
02708-01-00	Stolthaven Shipyard, TX (REV3)
03087-01-00	Presidential Hills SBR
03533-01-00	South Londonderry PA
03255-01-00	Greensboro, MD
03044-01-00	Pigeon Forge, TN SBR
03113-01-00	RIRRC - Johnston, RI
03090-01-00	ONWASA, NC/Onslow County

SBR Projects that Gary programmed and started up:

### George Martin – Project Manager/Programmer

George has hands-on experience in instrumentation and controls since 1989. He is a 1989 Graduate of Kansas State University, Manhattan (BS, Electrical Engineering & Computer Engineering).

George worked as an Electrical Engineer for Eveready Battery in Asheville, NC and Red Oak, IA for 5 years. He was responsible for design and installation of control systems for new manufacturing equipment, and troubleshooting, maintenance, and upgrading controls for existing equipment. He was also in charge of the utility monitoring and conservation program at the facility in Red Oak, IA.

George spent one year working for Marlen Research Corporation in Overland Park, KS. His responsibilities included design, programming, and troubleshooting of PLC based control systems, as well as machine based operator interface terminals for use in the industrial food processing industry. He also spent one year working for US Filter/Jet Tech in Edwardsville, KS as a controls engineer. His responsibilities included design, programming, and startup of PLC based control systems, and various operator interface devices for use in the wastewater treatment industry.

George has been with ICI since 1996 and has been involved in project management, design, programming, startup and customer service for water and wastewater instrumentation and controls. He has extensive PLC programming experience and has completed projects using the following PLC types: Allen Bradley PLC2, PLC5, SLC 500, Compact-Logix, and Control-Logix; Siemens S7-300 & 400, Automation Direct, GE/Fanuc, Modicon, and CTI. He also has extensive programming experience with a range of operator interfaces including Wonderware, Allen-Bradley Panelview and Panelview Plus, and Automation Direct C-More. He also has a wide range of experience with designing and configuring various communication systems including DeviceNet, ControlNet, RS-232, RS-422, DH+, Modbus, Ethernet, Fiber optic networks and radio telemetry.

bbit i lojeets that George programmed and started up.			
03095-01-00	Greenwood, MS SBR		
02939-01-00	Wewoka, OK (SBR)		
01862-04-00	Bedminster Upgrade		
03286-01-00	Weeks Hollow Pulaski Co MO WWTP		
02928-01-00	Schickshinny PA (SBR)		
03224-01-00	Bradford PA SBR		
02177-03-00	Palm Valley, AZ SBR Expansion		
02280-01-00	Arzew Refinery, Algeria		
02515-01-00	Mulberry, FL		
02879-01-00	Altmar Parish, NY		

SBR Projects that George programmed and started up:

## Mark Martin – Project Manager/Programmer

Mark is a 1984 Graduate of Kansas State University, Manhattan (BS, Business Administration). He has experience in the oil field drilling and services industry as well as construction. Since joining Integrated Controls in 2001 as a full-time employee, Mark has been involved in project management, design, programming, startup and customer service for water and wastewater instrumentation and controls.

Mark has programmed many manufacturers and platforms of PLC's, HMI's, OIT's, etc. He has experience in the municipal market at plants all over North America, as well as some international locations.

SBR 110 jeets that Mark programmed and started up:		
03375-01-00	Sand Springs (SBR)	
03058-01-00	Burnham, PA SBR	
01591-04-00	Point Washington Upgrade	
03100-01-00	Muncy, PA	
03036-01-00	Jinwee, S. Korea (re-issued PO)	
02415-01-00	Muharraq Bahrain	
02863-01-00	Galveston, TX	
03468-01-00	Arnaudville, LA	
00973-01-00	Greensboro, GA - Panel Replacement	
02175-01-00	Pen Argyl WWTP, PA	

SBR Projects that Mark programmed and started up:

## Brian Crane – Project Manager/Programmer

Brian graduated from University of Phoenix, KC Main Campus in 2007. Brian has been working in instrumentation and controls since 2002. He previously worked for Deluxe Check Printers for 25 plus years. Brian began his career with Deluxe in San Antonio, TX and transferred to the Lenexa, KS facility in 1996.

The last 7 years at Deluxe included design and implementation of a GE based PLC, OIT and HMI systems for manufacturing control and reporting. After completion and training for the Lenexa facility, Brian designed, implemented and trained a Management Execution System for the Antelope Valley CA, Deluxe Facility.

Brian came to Integrated Controls in 2007. His duties include project management, programming of PLC's, OIT's and HMI software (including the new Archestra Wonderware). Brian has performed startups for Water Treatment and Waste Water treatment facilities.

iedo WRF, FL
rtsville, TN
wling Green WWTP, KY
est Pubnico STP, Nova Scotia
e Mountain Lake
mloops Indian Band STP, BC
stle Foods, Jamaica
etsdale, PA
cki Gracac, Serbia, Yugoslavia
ter Central Public School

<b>SBR</b> Projects	that Brian	programmed	and	started up:

Integrated Controls, Inc. Partial List of Reference sites using Flow Proportional Software				
Project Name:	City:	State:	Years Old	ICI Job #
Oakland, NE	Oakland	Nebraska	7	02470
Findley Township - Mercer County, PA	Mercer	PA 16137-5653, USA	7	02488
Brodhead Creek WWTP, PA	Stroudsburg	PA 18360, USA	7	02382
Lock Haven, PA	Lockhaven	PA 17745, USA	7	02527
Ralpho Township, PA - Expansion	Elysburg	PA 17824-9782, USA	7	01507
Ridley Creek WWTP, PA	West Chester	PA 19380, USA	8	02315
Palm Valley WRF, AZ	Goodyear	AZ 85338, USA	9	02177
Pen Argyl Municipal Authority WWTP, PA	Pen Argyl	PA 18072-1452, USA	9	02175
Pueblo of Isleta Casino, NM - Expansion	Albuquerque	NM 87105, USA	10	01016
Scotts Creek WWTP - Lakeland, TN	Lakeland	TN 38002-3923, USA	10	02008
Kimberling City, MO - Expansion	Kimberling City	MO 65686, USA	10	01347
Sandestin, FL	Santa Rosa Beach	FL 32459, USA	11	01912
Flint Rock, TX	Lakeway	Austin	13	01780
Lee Lake, CA - Expansion	Corona	CA 92883-5015, USA	13	01723
Bedminster Township WWTP, PA	Perkasie	PA 18944, USA	13	01862
Friday Harbor, WA	Friday Harbor	Friday Harbor	14	01538
Portage La Prairie, MB - Expansion	Portage La Prairie	Manitoba R1N 3V6, Canada	14	00691
Ft. McDowell Indian Community, AZ	Fort McDowell	AZ 85264, USA	15	01467
Moore, OK	Moore	OK 73160, USA	15	02549
Riverbend Water Reclamation Plant, TX	Aubrey	TX 76227, USA	15	01557
Eldridge/Blackhawk Trail, IA - Expansion 2	Eldridge	Eldridge	16	02168
Mansion Ridge Golf Course, NY	Monroe	NY 10950, USA	16	01553
Plymouth, MA	Plymouth	MA 02360-3016, USA	16	01237
Jackson Rancheria WRTP, CA	Jackson	CA 95642, USA	17	01420
Pinehills, MA	Plymouth	MA 02360, USA	17	01403
Greensboro WWTP, GA	Greensboro	GA 30642, USA	18	00973
Needles WWTP, CA	Needles	CA 92363-3816, USA	18	01185
Warwick/Fish Creek, PA	Jamison	PA	19	00989
Cypress Ridge WWTP, CA	Arroyo Grande	CA 93420-6524, USA	19	01174
Pueblo of Isleta Casino, NM	Albuquerque	NM 87105, USA	19	01016
Somers Chase WWTP, NY	Somers	NY 10589, USA	19	00933
Chicora Borough STP, PA	Chicora	PA 16025-4318, USA	20	00958
Portage La Prairie, MB	Portage La Prairie	Manitoba R1N 3V6, Canada	21	00691
Sun Lakes, AZ	Sunlakes	AZ 85248, USA	21	00714
Central Colchester WWTP, NS - Expansion	Truro	Nova Scotia B2N 5E7, Canada	22	00608

Madill, OK	Madill	OK 73446-3026, USA	22	03225
Ralpho Township, PA	Elysburg	PA 17824-9782, USA	24	01507
Middle Smithfield Township (Fernwood), PA	Bushkill	PA 18324, USA	26	01818
Granby, MO	Granby	MO 64844-8357, USA	27	01534



## Section 5

There have been no Addendum's released for the Temescal Valley Water District project.

Geleni

Printed Name: Adam Thiedke Title: Application Engineer Date: 9/4/2018

### ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

### WATER RECLAMATION FACILITY SBR CONTROLS AND EQUIPMENT

This Escrow Agreement is made and entered into by and between <u>Temescal Valley Water</u> <u>District</u> whose address is <u>22646 Temescal Canyon Road</u>, <u>Corona</u>, <u>CA 92883-5015</u> hereinafter called "Owner," And whose address is

And \_\_\_\_\_\_whose address is \_\_\_\_\_\_hereinafter called "Escrow

### Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for \_\_\_\_\_\_ dated \_\_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of \_\_\_\_\_\_\_, and shall designate the Contractor as the beneficial Owner.

(2) The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes parment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the escrow account and all expenses of Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
Title	Title
Name	Name
Signature	Signature
Address	Address
On behalf of Escrow Agent:	
Title	
Name	
Signature	
Address	

DEXTER S. WILSON, P.E. ANDREW M. OVEN, P.E. STEPHEN M. NIELSEN, P.E. NATALIE J. FRASCHETTI, P.E. STEVEN J. HENDERSON, P.E.

September 18, 2018

963-001

Dudek 605 Third Street Encinitas, CA 92024

Attention: Justin Scheidel, Project Manager

Subject: Temescal Valley Water District Sequencing Batch Reactor Bid Proposal

Thank you for the opportunity to review the September 5, 2018 bid proposal provided by the Parkson Corporation for the Temescal Valley Water District SBR Controls and Equipment project. We worked extensively with the Parkson Corporation during the design phase of the project and we find that their bid proposal meets the scope requirements for the project. Their proposal amount is also within the budget estimate we prepared for this portion of the plant expansion.

Based on the above, we are recommending that the Temescal Valley Water District award this project to the Parkson Corporation based on their September 5, 2018 bid proposal.

If you have any questions, please let us know.

Dexter Wilson Engineering, Inc.

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Stephen M. Nielsen, P.E.

SMN:pjs