

### METRO TAC AGENDA (Technical Advisory Committee to Metro JPA)

- **TO:** Metro TAC Representatives and Metro Commissioners
- DATE: Wednesday, November 16, 2016
- **TIME:** 11:00 a.m. to 1:30 p.m.
- LOCATION: MWWD, 9192 Topaz Way, (Conference Room 2E Upstairs) Lunch will be provided

### \*PLEASE DISTRIBUTE THIS NOTICE TO METRO COMMISSIONERS AND METRO TAC REPRESENTATIVES\*

- 1. Review and Approve MetroTAC Action Minutes for the Meeting of October 19, 2016 (Attachment)
- 2. Metro Commission/JPA Board Meeting Recap (Standing Item)
- 3. **PRESENTATION:** Del Mar Wastewater Infrastructure Update (Eric Minicilli) (Attachment)
- 4. **<u>REPORT</u>**: Update from Regional Wastewater Disposal Agreement Flow Commitment Working Group (Yazmin Arellanos)
- 5. **<u>REPORT</u>**: Update from Social Media Working Group (Mike Obermiller)
- 6. **<u>REPORT</u>**: Update from Sample Rejection Protocol Working Group
- <u>ACTION</u>: Discussion of Possible JPA Financing: Consideration and Possible Action Regarding Process for Selection of an Independent Financial Advisor to Provide Professional Services to the JPA (Karyn Keese) (Attachment)
- 8. <u>ACTION</u>: Consideration and Possible Action to Recommend the Metro Comm/Metro Wastewater JPA Approve the 2017 Metro Commission/Metro Wastewater JPA and MetroTAC 2017 Meeting Calendar (Attachment)
- 9. Financial Update (Standing Item) (Karyn Keese)
- 10. IRWMP Update (Standing Item) (Bob Kennedy)

**<u>ACTION</u>**: Request for Nominations for New Representative to IRWMP and appointment of same.

- 11. MetroTAC Work Plan (Standing Item) (Greg Humora) (Attachment)
- 12. Point Loma Permit Renewal (Standing Item) (Greg Humora) (Attachment)
- 13. Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA Meeting (November 3, 2016)

- 14. Other Business of Metro TAC
- 15. Adjournment (To the next Regular Meeting December 21, 2016)

### Metro TAC 2016 Meeting Schedule

January 20	May 18	September 21
February 17	June 15	October 19
March 16	July 20	November 16
April 20	August 17	December 21
-	-	

Attachment 1 Action Minutes of October 19, 2016



Metro TAC

(Technical Advisory Committee to Metro Commission/JPA)

### **ACTION MINUTES**

DATE OF MEETING: October 19, 2016

**TIME:** 11:00 AM

LOCATION: MOC II Auditorium

### **MEETING ATTENDANCE:**

Greg Humora, La Mesa Roberto Yano, Chula Vista Ed Walton, Coronado Eric Minicilli. Del Mar Yazmin Arellano, El Cajon Dennis Davies, El Cajon Chris Helmer, Imperial Beach Mike James, Lemon Grove Dexter Wilson, Lemon Grove Steve Beepler, Otay MWD Kevin Koeppen, Otay MWD Mark Niemiec, Padre Dam Al Lau, Padre Dam Mike Obermiller, Poway Terry Zaragoza, City of Poway Dan Brogadir, County of San Diego Collins Solomon, County of San Diego

Raina Amen, City of San Diego Amy Dorman, City of San Diego Seth Gates, City of San Diego John Helminski, City of San Diego Lee Ann Jones-Santos, City of San Diego Peggy Merino, City of San Diego Edgar Patino, City of San Diego Tung Phung, City of San Diego Amer Barthoumi, City of San Diego Ana Carvalho, City of San Diego Mike Faramarzi, City of San Diego Wendy Gamboa, City of San Diego Fritz Ortlieb, City of San Diego Albert Sohikish, City of San Diego

Scott Tulloch, Atkins Karyn Keese, The Keze Group, LLC Karen Jassoy, Padre Dam & Metro Treasurer Steve Miesen, Chula Vista & Metro Comm/Metro JPA James Peasley, Metro Comm/Metro JPA Chair Lori Anne Peoples, Metro Comm/Metro JPA/MetroTAC

### 1. Review and Approve MetroTAC Action Minutes for the Meeting of September 19, 2016

Roberto Yano moved approval of the September 21, 2016 minutes. The motion was seconded by Mike James, and the minutes were approved unanimously.

### 2. Metro Commission/JPA Board Meeting Recap (Standing Item)

Chair Humora stated that at the October 6, 2016 Metro Commission meeting, the JPA had received the Pure Water Program Update; approved a letter to be sent to the City of San Diego for notification purposes on Pure Water items; and requested information on Pump Station 64 flows. Additionally, they are calling a Special Meeting for October 20, 2016, to hear items prior to their presentation to the San Diego City Council.

### 3. <u>PRESENTATION/ACTION</u>: Presentation on AB 1826 and Consideration and Possible Action to Recommend the Metro Comm/Metro Wastewater JPA Send a Letter Supporting Restricting Food Liquefiers

Ana Carvalho, City of San Diego Environmental Specialist and representative for the Regional's TAC Organic Sub Committee provided a brief verbal presentation on the mandate from the State to remove solid waste from the landfills. She stated they were seeing a lot of vendors bringing liquefiers to trash haulers to be dumped into the sewer system. The City of San Diego would like to educate people that the preferred means of disposal would be compost. John Helminski stated that they are reviewing if there could be impacts to Pt. Loma, especially the Plant's suspended solids limitations. They do not necessarily want to ban liquefiers, but they do not want to allow for their direct connection to sewers by users. Ana noted that Waste Management has a facility in Orange County that collects all food waste, processes it and takes it to a digester. John Helminski confirmed that they are looking at Miramar regarding the treatment of organic waste and mixing it with green waste and building a digester but are still talking internally as to who will take the lead. Ana noted that in San Diego 200,000 tons of food waste come from commercial vendors alone and 650,000 regionally. They lack capacity for these amounts. Haulers such as Waste Management and EDCO are looking at building facilities for commercial waste. The City of San Diego only collects residential waste - all multi-family and commercial/industrial customers trash is picked up by private haulers under contracts with the City.

### 4. <u>REPORT</u>: Update from Regional Wastewater Disposal Agreement Flow Commitment Working Group

Yazmin Arellano stated that at the last meeting they reviewed the current contract capacity versus current flow of each member who is party to the Regional Disposal Agreement. She then handed out a spreadsheet (Attachment A to these minutes) and requested the members review it in light of what their current contract capacity should be based on each agencies most recent planning numbers. The concept the working group is exploring is that future Pure Water Program fixed costs such as debt service should be based on some form of fixed cost allocation and that contract capacity might be an equitable way to allocate these costs. Karyn Keese reviewed the worksheet with the members noting the left column reflected the

Metro TAC Action Minutes October 19, 2016 Page 3 of 8

audited FY 2014 flow in mgd which gives the base line for the PAs to review their current planning numbers; the next column is the Original Contract Capacity in mgd which is the amount each agency requested in the Metro system and paid for through the ECC when they signed the Regional agreement; the third column is the Current Contract Capacity in mgd which reflects what has happened since signing in 1998 as several PA's have made trades and the So. Bay Water Reclamation Plant came on line and 15 mgd was distributed to the PA's and the final column is the difference from flow in mgd between 2014 and each agencies contract capacity. Karyn then stated that the work group is looking for updated numbers that each member thinks their contract capacity should be through build out. The workgroup would like preliminary figures within the next month.

### 5. <u>REPORT</u>: Update from Social Media Working Group

Mike Obermiller provided a brief verbal update noting that the Metro Comm/Metro Wastewater JPA had heard the Draft Social Media Policy and approved it, but then requested they come back with approved costs for what the TAC wants to see and take that info to the Finance Committee and bring back a handout for their review with the different tiers for service (Included as Attachment B to these minutes). The workgroups recommendation is to go with the lowest level of service and if in the future it is felt additional services are needed, they can build on it. Karyn provided a breakout of costs (Attachment C to these minutes) to the PA's and the Social Media Working Group recommends going with Tier 1.

**ACTION:** Motion by Mike Obermiller, seconded by Greg Humora to approve Tier 1 costs and move forward to the Finance Committee for review and then back to the Metro Comm/Metro Wastewater JPA. Motion carried unanimously.

### 6. <u>REPORT</u>: Update from Sample Rejection Protocol Working Group

Edgar Patino stated that the group would be meeting after the TAC meeting and that they had held their first meeting last month. They plan on reviewing the Standard Operating Procedures; ADS Agreement and provisions of services they provide. Chairman Humora reminded them that they had eight months to come up with a recommendation.

### 7. <u>ACTION</u>: CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND THE METRO COMM/METRO WASTEWATER JPA APPROVE AND AWARD A CONTRACT FOR THE REMOVAL, CLEANING AND DE-WATERING SOLIDS FROM DIGESTERS AT POINT LOMA WASTEWATER TREATMENT PLANT

Albert Sohikish, Engineer and Program Manager for the Public Utilities Division provided a brief verbal overview of the staff report. The Digesters are at capacity and need to be cleaned to facilitate operations at Pt. Loma. Two bidders responded and there was a \$1.3M difference. They are requesting approval to

start as soon as possible, prior to the rainy season. They clean 3 digesters at a time and the last time these were cleaned was 10 years ago.

**ACTION:** Motion by AI Law and seconded by Mike James, to recommend the Metro Comm/Metro Wastewater JPA approve and award the contract to MP Environmental Services. Motion carried unanimously.

### Item 11 was heard at this time

### 8. <u>REPORT</u>: WASTEWATER FLOW DIAGRAMS – NORTH CITY OPERATIONAL STRATEGY – ADDITION OF MORENA PUMP STATION

Raina Amen provided a verbal overview of the Power Point presentation which reflected the past, present and future operational strategy.

- Dexter Wilson stated that in the winter there was minimal recycled water and spring and fall should provide enough to run at 15 mgd. He inquired as to whether the City of San Diego had looked into their CIP to for alternative wastewater flow sources.
- Karyn Keese stated that the PA's had approved the waiver application and recycled water study at 15 mgd of Pure Water not 30 mgd as well as the cooperative agreement with the environmental community. To date nothing had been brought to the PAs regarding the acceleration of the project including the Morena Pump Station and Pipeline and the expansion of North City to accommodate 30 mgd of Pure Water.
- Al Law inquired as to whether the City of San Diego would consider an alternative that would get 15 mgd at a lower cost and since Padre Dam was on the same track as the City would count Padre's 3.5 mgd of Pt Loma offload towards the 15 mgd included in the waiver application and cooperative agreement with the environmental community. This would allow for North City to only have to offload Pt Loma by 11.5 which they currently have enough sewage without the diversion to reach 15 mgd.
- John Helminski stated that the Mayor and Council supported the acceleration of the project and it would be a pretty hard sell to get them to go back.
- Lee Ann Jones Santos stated that discussions were being held to look at other options to assist the PAs in managing costs and still hit the accelerated programs timelines.
- Greg Humora inquired as to whether there were items in the Validation Study that would assist the TAC in understanding why these projects were being accelerated. The bottom line is TAC is hearing acceleration which they have not until two months ago been informed of or realized was happening. Why could the City not just continue with the approved plan for 15 mgd in Phase I and 15 mgd in Phase 2?
- Raina stated that the Validation Study would assist the TAC in understanding the need and that it would be provided.
- Dexter Wilson stated he felt there must be other less expensive ways to secure 15 mgd of sewage flow for North City than to build a pump station.
- Lee Ann Jones Santos added that she and Karyn Keese were working on

Metro TAC Action Minutes October 19, 2016 Page 5 of 8

financing options between the PAs and the City of San Diego to ensure less of a financial impact on the PA's based on the current projections handed out in August. They will continue to look at options as they go through the "design" phase of the project as well prior to construction of the facilities. Additional use of SRF funding is still under review by the City of San Diego and has a high priority.

• Greg Humora said the funding information was needed as soon as possible to figure out if the JPA should issue debt.

John Helminski then added that they were expecting the EPA two issue opinions on the modified permit application within the next few weeks. EPA has stated that they are extremely happy with the Pure Water Program.

Lee Ann Jones Santos requested the TAC members and PA's send their thoughts on potential financing options outside of the City of San Diego to Karyn to review with General Counsel. Lee Ann then stated she would schedule a meeting with Scott Tulloch, Greg Humora, herself and Tom Zeleny to discuss potential City options.

### 9. <u>ACTION</u>: CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN AGREEMENT WITH AECOM FOR DESIGN ENGINEERING SERVICES FOR MORENA PUMP STATION AND CONVEYANCE SYSTEM

Wendy Gamboa, Senior Project Manager with the City of San Diego Public Utilities Department provided a brief Power Point Presentation.

- Karyn Keese made inquiry. She stated that over the last two months she has requested several times, but has not received, the breakdown of costs on this contract between water and wastewater. What would happen that if after she and Metro TAC's review the cost breakdown they did not agree with staff's cost allocation. Would the contract allocation going to the San Diego City Council have to be amended? Wendy stated she would provide a breakout to Lee Ann and send it to Karyn.
- Dexter Wilson stated that Lemon Grove could not support this and would need to see cost sharing, secondary equivalency permit, a financing plan and evaluation of regulations for implementation of pure water before they could support it. Yazmin Arellano stated El Cajon could not support it either due to the potential cost to their rate payers. John Helminski stated that as had previously been stated, these were only design costs.
- Scott Tulloch inquired as to what the cost advantage was of doing Phase 1 and 2 at North City all at once
- John Helminski stated that he will provide the validation process to the PAs for the rationalization of going to 30 mgd now and why the majority of the costs were in Phase I if the process is phased.
- Scott Tulloch inquired as to whether all pumps in No. City needed to be put in at once and what facilities really needed to be revised/expanded to accommodate 15 mgd when the current capacity of North City is 30 mgd and the plant is flowing at less than half of its design capacity.
- Mike Obermiller stated that what the PA's sold to their Councils and Boards was that they were supporting a Pure Water Program as a direct alternative

Metro TAC Action Minutes October 19, 2016 Page 6 of 8

to not upgrading Pt. Loma to secondary, but now they may have to do both. He inquired as to what was San Diego's thought process if they were unable to get Secondary equivalency.

• Scott Tulloch stated that there was a clause in the Co-operative Agreement with the enviros that in 2019 they can pull out of the agreement.

**ACTION**: Motion by Dexter Wilson, seconded by Yazmin Arellano, that they support a 15 mgd Phase 1 Pure Water project, but prior to wastewater expenditures at the Morena Pump Station, they request a cost sharing agreement, secondary equivalency legislation, financing plan and evaluation of regulations for implementation of Pure Water. Motion carried unanimously.

### 10. <u>ACTION</u>: CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN AGREEMENT WITH CH2M HILL ENGINEERS, INC. FOR DESIGN ENGINEERING SERVICES FOR THE NORTH CITY WATER RECLAMATION PLANT EXPANSION AND INFLUENT CONVEYANCE PROJECT

**ACTION:** Motion by Dexter Wilson, seconded by Yazmin Arellano, that they support a 15 mgd Phase 1 Pure Water project, but prior to wastewater expenditures at the No. City Water Reclamation Plant, they request a cost sharing agreement, secondary equivalency legislation, financing plan and evaluation of regulations for implementation of Pure Water. Motion carried unanimously

### Item 11 was heard after Item 7

11. <u>ACTION</u>: CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN AMENDMENT TO THE SOLE SOSURCE AGREEMENT FOR SPECIAL COUNSEL FOR HAWKINS DELAFIELD AND WOOD (HDW) TO PROVIDE SPECIALIZED LEGAL SERVICES FOR THE LANDFILL GAS, COGENERATION AND BIOSOLIDS MANAGEMENT FACILTIIES AND SERVICES PROJECT

John Helminski introduced San Diego Deputy City Attorney Fritz Ortlieb who provided a brief overview of the staff report. He noted that HDW was the same company who helped the City negotiate the privatization contract for the Landfill back in 2011 which resulted in a savings of over \$60M. They are specialists in public/private sector cogeneration projects. He then provided a brief Power Point presentation.

- Dennis Davis inquired as to whether there was any opposition to the in gas production with regards to food waste (digesters). John Helminski responded yes.
- Al Law applauded the City of San Diego for thinking outside the box and then stated that based on the allocation in the report, requested Environmental Services be charged as well, not just water and wastewater as they too benefit from this.
- Scott Tulloch inquired as to the rationale of the 50/50 split between water and wastewater to which John Helminski responded that is was just a temporary split as they really won't know the actuals until Mid-June 2017.
- Al Lau stated the PA's wastewater should not be subsidizing the City's landfill administrative costs.

Metro TAC Action Minutes October 19, 2016 Page 7 of 8

**ACTION:** Motion by AI Lau, seconded by Yazmin Arellano, to recommend approval of the amendment to the agreement to the Metro Comm/Metro Wastewater JPA subject to the reallocation of costs to include environmental services. Motion carried unanimously.

#### 12. <u>OVERVIEW/ACTION</u>: MWH TASK ORDER OVERVIEW AND CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND THE METRO COMM/METRO WASTEWATER JPA APPROVE AMENDMENT NO. 1 TO THE AS NEEDED ENGINEERING TECHNICAL SERVICES CONSULTANT AGREEMENT WITH MONTGOMERY WATSON HARZA (MWH) AMERICAS, INC., FOR THE PURE WATER SAN DIEGO PROGRAM

John Helminski noted that in July, Julie Labonte of MWH had provided an overview of task items 1-27 and will now provide the new ones. The blue in the presentation indicate the items are 100% complete and others are in process. 9 items out of 31 are closed out and items 16 and 21 should be highlighted in blue as they are closed out.

- Julie Labonte provided a brief verbal overview of the Power Point presentation on items 28-31.
- Karyn Keese inquired as to why item 28 had higher wastewater costs than water because design review should include two in process water design projects as well as the two new wastewater design projects.
- Julie then reviewed future task orders which included: A. Brine Impacts Bench Scale testing; B. Miramar WTP Project Studies; C. Miramar WTP Improvements Pre-design and D. CM Program Planning.
- Ed Walton noted an error on item 30 that the wastewater cost was higher than the total cost and Julie stated it will be corrected prior to presentation to the Metro Comm/Metro Wastewater JPA.

### 13. Metro Capital Improvement Program and Funding Sources (Standing Item)

Tung Phung provided a handout which was an enlarged version of the spreadsheet included in the agenda package entitled FY 2016 Capital Improvements Projects Report – July 2015 to June 2016. The report covered the project highlights that the MBC Dewatering Centrifuge Replacement was at the end of construction; the Emergency Generators at Wastewater Pump Stations project was completed in June 2016; and a summary of actual expenditures by asset type was also included along with a Wastewater Projects Schedule for FY 16 cost of service study vs. actual. Tung provided a brief verbal summary of the remaining projects and noted that 3 were in design, 2 were out to bid 11 were in construction and 4 were completed.

### 14. Financial Update (Standing Item)

Karyn Keese stated she had spoken to Seth Gates regarding the FY 2015 Audit and it is on track for the end of the year. She is meeting with Lee Ann Jones Santos regarding financing options for the PAs over the next five years.

- Lee Ann Jones Santos reviewed a spreadsheet of the current and next five-years projections without the Pure Water Program, She and Karyn Keese have been working on this as a baseline of costs prior to the overlay of the Pure Water Program costs. She later emailed out to all members the spreadsheet she discussed (included in these minutes as Attachment D). Changes from the January projections given to the PAs include additional CIP required for Pump Station 2 improvements in FY 2018.
- Karyn Keese stated that she is still concerned that Water costs are being shifted to the PAs because of the inclusion of the costs for Phase II of the water demonstration project. The water demonstration project costs have been water only costs prior to these projections. Lee Ann stated that she will be looking into this and that these would be removed.

### 15. IRWMP Report (Standing Item)

Greg Humora noted that the Otay Water District term had come to an end and Bob Kennedy was looking for a replacement. Chairman Humora stated that we do not want to lose our seat and need a volunteer. This item will be put on the November agenda for nominations.

### 16. MetroTAC Work Plan (Standing Item)

Chair Humora stated that the work plan was attached to the agenda and he had no additional updates.

### 17. Loma Permit Renewal (Standing Item)

Chairman Humora stated that the report was attached and there was an upcoming Stakeholder meeting in November.

### 18. Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA Meeting (November 3, 2016)

Item 7, the agreement with MP Environmental Services.

### 19. Other Business of Metro TAC

None.

### 20. Adjournment to the next Regular Meeting, August 17, 2015

At 1:43 p.m. the meeting was adjourned.

# Attachment A

,		Original	Current	Difference
la la	FYE 2014			Difference
	Flow	Capapcity		from Flow
	(MGD)	(MGD)	(MGD)	(MGD)
CHULA VISTA	15.466	19.843	20.864	5.40
CORONADO	1.549	3.078	3.250	1.70
DEL MAR	0.537	0.821	0.876	0.34
EAST OTAY MESA	0.05	-	1.000	0.95
EL CAJON	7.291	10.260	10.915	3.62
IMPERIAL BEACH	2.162	3.591	3.755	1.59
LA MESA	4.555	6.464	6.993	2.44
LAKESIDE/ALPINE	2.696	4.586	4.841	2.15
LEMON GROVE	2.04	2.873	3.027	0.99
NATIONAL CITY	3.902	7.141	7.487	3.59
OTAY	0.208	1.231	1.287	1.08
PADRE DAM	2.549	6.382	6.225	3.68
POWAY	2.731	5.130	5.894	3.16
SPRING VALLEY	4.731	10.978	10.353	5.62
WINTERGARDENS	0.919	1.241	1.309	0.39
			•	•
SUBTOTAL PARTICIPATING AGENCIES	51.387	83.619	88.076	36.690
SAN DIEGO	100.83	156.381	166.922	66.09
TOTAL	152.217	240.000	254.998	102,782

### Contract Capacity Versus FYE 2014 Audited Flow

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# Attachment B

### Social Media Update

Activity*	Tier One	Tier Two	Tier Three
Meeting Reminders and Agenda posting to Twitter and Facebook	3 Times	3 Times	3 Times
Information and Updates about JPA related activities	1 time	4 times	8 times
Posting of JPA Relevant Articles or other content	1 time	4 times	8 times
Social Media Monitoring	Yes	Yes	Yes
Media Campaign Creation	Yes	Yes	Yes
Graphic Creation	Yes	Yes	Yes
Editorial Calendar 30-60 days out	Yes	Yes	Yes
Total Cost	\$ 950.00	\$ 3,000.00	\$ 4,500.00

\*All activities are monthly

### Additional Information

- All of the below prices and activities are based on a single quote to compare across the tiers.
- Other quotes that were received for similar activities are similar in scope and price. (Tripepi Smith & Associates, W Brand Studio, J. Walcher)
- None of the quotes received include the set-up and/or creation of social media accounts which is quoted at a one-time \$1,800 \$2,200
- It is recommended that the Social Media Committee set-up social media accounts prior to contracting out for cost-savings purposes.
- It is recommended that the JPA start with the lowest tier of service and, if warranted, increase service in future years. The lowest quote for this tier was approximately \$900 per month.
- It is also recommended that the JPA contract with an agency specializing in local government media relations.

#### Next Steps

- 1. Feedback from MetroTAC on proceeding with the lowest tier of service.
- 2. Move Forward to the Metro Finance Committee.
- 3. Approval and appropriation from Metro Commission
- 4. Develop RFQ

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# Attachment C

### Metro Wastewater JPA Agency Cost Allocations FY '17

18

K	FY '17 Budg	et Allocation
	Commission Flow Distribution	Total Agency
Approved Budget	%	Billings
Chula Vista	31.48%	\$ 3,778
Coronado	3.10%	\$ 372
County of SD *	15.05%	\$ 1,807
Del Mar	1.11%	\$ 133
El Cajon	14.48%	\$ 1,737
Imperial Beach	4.31%	\$ 517
La Mesa	8.74%	\$ 1,049
Lemon Grove	4.15%	\$ 498
National City	7.89%	\$ 946
Otay Water District	0.42%	<b>\$</b> 50
Padre Dam MWD	4.15%	\$ 498
Poway	5.13%	\$ 615
Total Flow	100.00%	\$ 12,000
Total Required Agency Billings	from P&L	\$ 12,000

\* County of SD includes East Otay Mesa, Lakeside/Alpine, Spring Valley and Wintergardens

3

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# Attachment D

### PROJECTED PARTICIPATING AGENCY CONTRIBUTION ESTIMATES <sup>3</sup>

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
O&M <sup>1</sup>	\$ 126,481,524	\$ 136,377,600	\$ 142,075,400	\$ 145,376,000	\$ 152,735,878	\$ 160,205,756
Debt Service	68,166,070	75,982,234	77,125,111	77,122,382	88,066,972	79,747,939
Metro Baseline	15,067,708	26,188,309	18,167,098	12,993,261	12,036,688	12,568,354
Metro Pure Water <sup>2</sup>	-	-	-	-	-	-
Subtotal	\$ 209,715,302	\$ 238,548,143	\$ 237,367,609	\$ 235,491,643	\$ 252,839,538	\$ 252,522,049
SRF Funding Metro Baseline	-	(18,529,849)	(11,850,000)	(2,142,412)	-	-
SRF Funding Metro Pure Water	-	-	-	-	-	-
Revenue Offset Estimate	(5,000,000)	(5,000,000)	(5,000,000)	(5,000,000)	(5,000,000)	(5,000,000
Total	\$ 204,715,302	\$ 215,018,294	\$ 220,517,609	\$ 228,349,231	\$ 247,839,538	\$ 247,522,049
Estimated PA percentage	33.56%	33.56%	33.56%	33.56%	33.56%	33.56%
Total Estimated PA Contribution	\$ 68,698,579	\$ 72,156,068	\$ 74,001,534	\$ 76,629,678	\$ 83,170,256	\$ 83,063,713
Total Estimated PA Contribution (1/2016)	\$ 65,000,000	\$ 70,000,000	\$ 75,000,000	\$ 77,300,000	\$ 80,000,000	\$ 82,000,000

1 Includes an assumed 2.27% annual increase in Wastewater System CIP project costs for Fiscal Years 2017 through 2020. Includes Infrastructure Asset Management Project (Metropolitan Sub-System) in Fiscal Years 2016 through 2018.

1 Reflects Maintenance and Operation Costs increasing at a 1% rate per Fiscal Year for personnel expenses, at a 3.5% rate per Fiscal Year for supplies and contracts, and at a 3.3% rate per Fiscal Year for energy/utilities.

2 Pure Water Cost Allocation projections involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts. All projections, forecasts, assumptions, expressions of opinions, estimates and the forward-looking figures are expressly qualified in their entirety by this cautionary statement. Each agency should include additional contingency they feel necessary when developing rates for this component.

2 Fiscal years 2020, 2021 and 2022 include the design and construction cost for the pilot demonstration project for phase II.

3 The achievement of certain results or other expectations contained in this table involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements reflected in table to be materially different from any future results, performance or achievements expressed or implied. Although, in the opinion of the Public Utilities Department, such projections are reasonable, there can be no assurance that any or all of such projections will be realized or predictive of future results.

Notes from conference call with Karyn: FY17 - Assumes no SRF Funding - would result in \$66M estimate FY18 - Increase in Metro Baseline (CIP) due to Pump Station 2 CIP of \$18.5 million FY19 and FY20 - aligns with projection FY21 - Pure Water O&M \$9.0 million FY22 - Pure Water O&M \$18.0 million

Fiscal years 2020 - \$375K, 2021 - \$125K and 2022 - \$3.75M include the design and construction cost for the pilot demonstration project for phase II.

Attachment 3 Del Mar Wastewater Infrastructure Update

## Del Mar Wastewater Infrastructure Update

November 16, 2016 Metro TAC

## Regional Wastewater Disposal Agreement

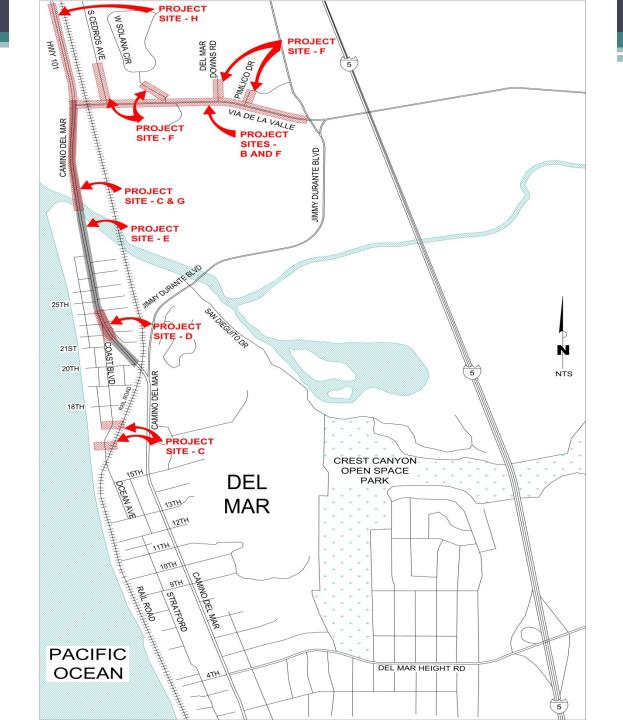
- Disposal Agreement includes provisions for flow diversion due to construction of reclamation facilities
- Provides ability for PA's to offload Point Loma
- Offloading Point Loma mutually beneficial to PA's, San Diego, etc.
- Reclamation facilities have benefits region-wide

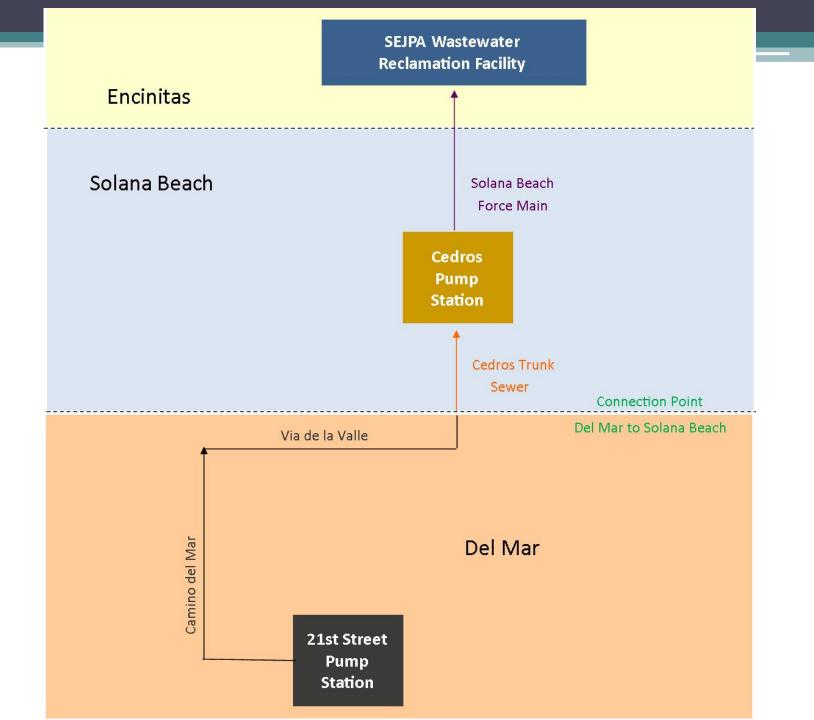
## Del Mar Background

- Wastewater infrastructure to connect to the San Elijo Water Reclamation Facility
- Concept revisited for decades, not coincidentally approximately every 5 years
- SEJPA produces recycled water for Del Mar
- Del Mar wastewater flow patterns desirable for recycled water production

## SWAP Project

- Engineering analysis in 2012
- Treatment & Transportation Agreements, San Diego notification in 2014
- Design and Construction in 2015 & 2016
- Del Mar pays proportional share of operations, maintenance, and CIP costs for San Elijo facility





## Benefits

- Enables San Elijo to create more recycled water for Del Mar
- San Elijo is already at secondary treatment
- Long-term rate stability for wastewater treatment and transportation for Del Mar wastewater customers
- Financially beneficial partnership for City of Del Mar, San Elijo JPA, and City of Solana Beach
- Del Mar maintains connection to San Diego for redundancy

### Questions?

Attachment 7 Qualifications for an Independent Financial Advisor to the JPA



November 4, 2016

TO: Metro TAC Members

FROM: Karyn Keese

SUBJECT:Possible Action Regarding Process for Selection of an Independent Financial<br/>Advisor to Provide Professional Services to the JPA

#### INTRODUCTION

Informal discussions by Metro TAC members at its September and October 2016 meetings and the Metro Commission/JPA at its special October meeting have suggested potentially exploring issuing debt through the JPA to cover Pure Water Program Phase I project costs. Section 4.0.2 of the JPA Agreement provides for the issuing of revenue bonds, certificates of participation, and other evidences of indebtness under the Bond Law. Some years ago the JPA was exploring issuing debt to provide for funding of Metro capital projects. As part of that process the JPA hired a financial advisor in 2006. The financial advisor stopped providing services to the JPA in 2009.

The purpose of this staff report and associated agenda item is to open discussion of what paths the Metro TAC/Commission/JPA would like to pursue to potentially mitigate the rate impacts associated with the Phase I Pure Water Program Projects.

### BACKGROUND

At the September 2016 Metro TAC meeting City of San Diego Public Utilities Department (PUD) staff reviewed revised "Projected Participating Agency Contribution Estimates" for FYE 2017 to FYE 2022 (see Attachment A to this staff report) which showed increased costs associated mainly with the Pure Water Program starting in the current fiscal year (FYE 2017) and sharply increasing in FYE 2019 through FYE 2022. These estimates are substantially higher than those given to the Participating Agencies (PAs) with its January 2016 estimate. At the October 2016 Metro TAC meeting PUD staff provided a baseline update to the January 2016 estimate (Attachment B to this staff report) which showed some increased costs for such CIP items as Pump Station 2 but without the fiscal impacts associated with the Pure Water Program costs. PUD staff has also stated that it will not be issuing debt to fund Pure Water Program costs until at least 2020 as it has sufficient monies in its wastewater capital fund to do pay-go financing for its share of the Morena Pump Station/Pipeline and North City 30 mgd Expansion projects.

Historically, City of San Diego has provided financing for major capital projects through issuing debt and/or obtaining low interest loans and including the PAs 34% of the costs in the debt issuance. The PAs have then paid their portion of the annual debt service and through contributions defined in the Debt Service Protocol and have maintained their portion of required debt service coverage on outstanding debt. However, with San Diego not needing to issue debt for these two projects the PAs must find an alternative funding source for their portion of these projects.

In August 2006 the JPA hired Fieldman, Rolapp & Associates as Financial Advisors to advise and assist the JPA in the event that the City of San Diego could no longer issue debt for needed capital projects due to San Diego's then current financial situation. Fieldman, Rolapp was hired by the JPA through a thorough Statement of Qualifications (SOQ) process which included submission of proposals by

THE JOINT POWERS AUTHORITY PROACTIVELY ADDRESSING REGIONAL WASTEWATER ISSUES.

interested firms and interviews by a Committee comprised of members of Metro TAC and the JPA Board. While the agreement with Fieldman, Rolapp continued into 2012, it ceased providing support to the JPA in 2009 when it no longer appeared that the PAs would need to finance Metro capital projects through the JPA. A copy of the 2006 Request for Statement of Qualifications as well as the contract with Fieldman, Rolapp is included as Attachment C.

### DISCUSSION

The Treasurer, General Counsel, and Financial Consultant for the JPA have discussed potential next steps should Metro TAC/ JPA desire to explore moving forward with a financing through the JPA for the capital costs associated with Phase I of the Pure Water Program. The estimated timeline from the time a financial advisor is hired to final debt issuance is approximately 18 months, and the following would be the first steps:

- a. Selection of financing team (including financial advisor)
- Determine what Metro JPA Members are interested. If some JPA Members do not wish to finance through the JPA it won't necessarily frustrate the ability of other JPA Members to finance through the JPA. However, a financial advisor would best be able to assist the JPA with identifying the minimum number of JPA Members necessary to make a financing through the JPA cost effective.
- c. Metro JPA Members discuss/ identify other member agency projects for inclusion in a possible Metro JPA Financing (financing improvements other than just PA share of Metro improvements)
- d. Obtain approvals to proceed from the Governing Bodies of the participating Metro JPA Member

With regard to hiring a financial advisor the following alternatives can be pursued:

1. Formation of a Metro TAC work group to update and revise the 2006 SOQ for Financial Advisor that is attached. This would be submitted to Metro TAC, the JPA's Finance Committee, and the JPA Board of Directors for approval and then a formal procurement process would follow.

2. Alternatively, Metro TAC could recommend to the JPA Board that Fieldman, Rolapp be rehired as the Financial Advisor to the JPA since it has familiarity with the JPA and the Regional Wastewater Disposal Agreement.

3. Alternatively each JPA member could determine the best way to move forward in paying its share of the Pure Water Program Phase 1 costs, including pursuing its own separate financing.

#### **IN SUMMARY**

Metro TAC members need to review the information enclosed and this staff report and be prepared to discuss this item at the November Metro TAC meeting. If Metro TAC members would like additional information not included in this agenda packet prior to the meeting please contact Karyn Keese at karyn@kezegroup.com or 619.733.8876.

### ATTACHMENT A

		EV 2017		EV 2018		FV 2010		FV JOID		EV 2021		EV 3033	_
		line ii		0102 11		6107 I I		F.1 2020		1707 I.I		F1 2022	-
O&M 1	S	126,481,524	s	136,377,600	s	142,075,400	s	145,376,000	ş	161,735,878	s	178,205,756	-
Debt Service		68,166,070		75,982,234		77,125,111		77,122,382		88,066,972		79,747,939	-
Metro Baseline		15,067,708		26,188,309		18,167,098		12,993,261		12,036,688		12,568,354	-
Metro Pure Water <sup>2</sup>		13,031,965		27,145,387		41,409,167		160,758,892		154,892,168		7,843,778	
Subtotal	S	222,747,267 \$ 265,693,530	s	265,693,530	s	\$ 278,776,776	s	\$ 396,250,535	s	\$ 416,731,706	s	\$ 278,365,827	_
SRF Funding Metro Baseline		1		(18,529,849)		(11,850,000)		(2,142,412)		I		1	_
SRF Funding Metro Pure Water		1		(0,966,501)		(2,800,681)		(7,869,067)		(75,060,473)		(22,466,676)	_
Revenue Offset Estimate		(5,000,000)		(2,000,000)		(5,000,000)		(5,000,000)		(5,000,000)		(5,000,000)	
Total	S	217,747,267 \$	s	232,197,180 \$ 259,126,095	s		s	\$ 381,239,056	s	336,671,233	s	\$ 250,899,151	
Estimated PA percentage		33.56%		33.56%		33.56%		33.56%		33.56%		33.56%	
													-

3 PROJECTED PARTICIPATING AGENCY CONTRIBUTION ESTIMATES Includes an assumed 2.27% annual increase in Wastewater System CIP project costs for Fiscal Years 2017 through 2020. Includes Infrastructure Asset Management Project (Metropolitan Sub-System) in Fiscal Years 2016 through 2018.

84,197,004

86,957,811 \$ 127,936,608 \$ 112,980,490

S

77,920,977

\$

73,071,860

Total Estimated PA Contribution S

- Reflects Maintenance and Operation Costs increasing at a 1% rate per Fiscal Year for personnel expenses, at a 3.5% rate per Fiscal Year for supplies and contracts, and at a 3.3% rate per Fiscal Year for energy/utilities.
- Pure Water Cost Allocation projections involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as looking figures are expressly qualified in their entirety by this cautionary statement. Each agency should include additional contingency they feel necessary such and are not to be construed as a representation of facts. All projections, forecasts, assumptions, expressions of opinions, estimates and the forwardwhen developing rates for this component. 3
- 2 Fiscal years 2020, 2021 and 2022 include the design and construction cost for the pilot demonstration project for phase II.
- cause actual results, performance or achievements reflected in table to be materially different from any future results, performance or achievements expressed The achievement of certain results or other expectations contained in this table involve known and unknown risks, uncertainties and other factors which may or implied. Although, in the opinion of the Public Utilities Department, such projections are reasonable, there can be no assurance that any or all of such projections will be realized or predictive of future results. m

PROJECTED PARTICIPATING AGENCY CONTRIBUTIONS BY FISCAL YEAR - ESTIMATED POTENTIAL RANGE <sup>1</sup>

<b>Particinating Agency</b>	Allocation	FY 2017	610	PY 2018	118	FY 2019	61	FY 2020	020	FY 2021	21	FY 2022	2
60		Potential Range	l Range	Potential Range	Range	Potential Range	Range	Potential Range	Range	Potential Range	Range	Potential Range	tange
	30.00%	\$ 20,858,193	\$ 23,053,792 \$	\$ 22,381,415	\$ 24,737,353 \$	\$ 25,085,850 \$	\$ 27,726,465 \$	34,677,318	\$ 41,612,782	\$ 31,065,057	\$ 37.278.068 \$	\$ 22.343.394 \$	26.812.073
	3.00%	2,085,819	2,305,379	2,238,141	2,473,735	2,508,585	2,772,647	3,467,732	4,161,278	3,106,506	3.727.807	2.234.339	2.681.207
	1.10%	764,800	845,306	820,652	960'206	919,814	1,016,637	1,271,502	1,525,802	1,139,052	1,366,863	819.258	983,109
last Otay Mesa	0.10%	69,527	76,846	74,605	82,458	83,619	92,422	115,591	138,709	103,550	124,260	74.478	89.374
	15.00%	10,429,096	11,526,896	11,190,707	12,368,676	12,542,925	13,863,233	17,338,659	20,806,391	15,532,528	18,639,034	11,171,697	13.406.036
nperial Beach	3.70%	2,572,510	2,843,301	2,760,374	3,050,940	3,093,921	3,419,597	4,276,869	5,132,243	3,831,357	4,597,628	2,755,685	3,306,822
	7.60%	5,284,075	5,840,294	5,669,958	6,266,796	6,355,082	7,024,038	8,784,921	10,541,905	7,869,814	9.443.777	5,660.326	6.792.392
akeside/Alpine	5.30%	3,684,947	4,072,837	3,954,050	4,370,266	4,431,833	4,898,342	6,126,326	7,351,591	5,488,160	6,585,792	3.947.333	4.736.800
emon Grove	3.60%	2,502,983	2,766,455	2,685,770	2,968,482	3,010,302	3,327,176	4,161,278	4,993,534	3,727,807	4,473,368	2,681,207	3.217.449
ational City	7.40%	5,145,021	5,686,602	5,520,749	6,101,880	6,187,843	6,839,195	8,553,739	10,264,486	7,662,714	9,195,257	5,511,370	6,613,645
	1.10%	764,800	845,306	820,652	907,036	919,814	1,016,637	1,271,502	1,525,802	1,139,052	1,366,863	819,258	983,109
	6.50%	4,519,275	4,994,988	4,849,306	5,359,760	5,435,267	6,007,401	7,513,419	9,016,103	6,730,762	8,076,915	4.841.069	5.809.282
	5.10%	3,545,893	3,919,145	3,804,840	4,205,350	4,264,594	4,713,499	5,895,144	7,074,173	5,281,060	6,337,272	3,798.377	4.558.052
ipring Valley	8.60%	5,979,349	6,608,754	6,416,006	7,091,375	7,191,277	7,948,253	9,940,831	11,928,998	8,905,316	10,686,380	6.405,106	7,686,128
intergardens	1.90%	1,321,019	1,460,073	1,417,490	1,566,699	1,588,770	1,756,009	2,196,230	2,635,476	1,967,454	2,360,944	1,415,082	1,698,098
	100.00%	\$ 69,527,309	\$ 76,845,973 \$	74,604,715	\$ 82,457,843 \$	83,619,499 \$	92,421,552 \$	115,591,061	\$ 138,709,273	\$ 103,550,190	\$ 124,260,228 \$	\$ 74,477,980 \$	89,373,576
	15.90%	\$ 11,054,842	\$ 12,218,510 \$	3 11,862,150	\$ 13,110,797 \$	13,295,500 \$	14,695,027 \$	18,378,979	\$ 22,054,774	\$ 16,464,480 \$	\$ 19.757.376 \$	11.841.999 S	16.210.399

1 The achievement of certain results or other expectations contained in this table involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements reflected in table to be materially different from any future results, performance or achievements expressed or implied. Although, in the opinion of the Public Utilities Department, such projections are reasonable, there can be no assurance that any or all of such projections will be realized or predictive of future results.

1 Pure Water Cost Allocation projections involve estimates, forecasts or matters of opinion, whether or not expressible described herein, are intended solely as such and are not to be construed as a representation of facts. All projections, forecasts, assumptions, expressions of opinions, estimates and the formation and the invite excepting rates for this component.

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1 Potential Range estimates are based on various scenario outcomes for O&M costs, financing proceeds, baseline CIP spending, Pure Water expenditures, and Participating Agency allocations based on sampling. Ranges may not reflect actual requirements for Participating Agency contributions based on

### ATTACHMENT B

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			FY 2017		FY 2018		FY 2019		FY 2020		FY 2021	ш	FY 2022
O&M <sup>1</sup>		69	126,481,524	φ	136,377,600	ŝ	142,075,400 \$		145,376,000	s	152,735,878 \$		160,205,756
Debt Service			68,166,070		75,982,234		77,125,111		77,122,382		88,066,972		79,747,939
Metro Baseline			15,067,708		26,188,309		18,167,098	2	12,993,261		12,036,688		12,568,354
Metro Pure Water <sup>2</sup>			1		1		1		1		1		1
	Subtotal	\$	209,715,302	s	238,548,143	s	237,367,609		235,491,643	\$	252,839,538 \$		252,522,049
SRF Funding Metro Baseline			1		(18,529,849)		(11,850,000)		(2,142,412)				1
SRF Funding Metro Pure Water			ı								J		1
Revenue Offset Estimate			(5,000,000)		(5,000,000)		(5,000,000)		(5,000,000)		(5,000,000)		(5,000,000)
	Total	\$	204,715,302	↔	215,018,294 \$	\$	220,517,609 \$		228,349,231	\$	247,839,538 \$		247,522,049
Estimated PA percentage	Π		33.56%		33.56%		33.56%		33.56%		33.56%		33.56%
Total Estimated PA Contribution		\$	68,698,579	\$	72,156,068 \$	\$	74,001,534 \$		76,629,678 \$	\$	83,170,256 \$		83,063,713
Total Estimated PA Contribution (1/2016)	6)	69	65,000,000	\$	70,000,000	\$	75,000,000 \$		77,300,000	\$	80,000,000 \$		82,000,000

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PROJECTED PARTICIPATING AGENCY CONTRIBUTION ESTIMATES<sup>3</sup>

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# ATTACHMENT C

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# METRO WASTEWATER JOINT POWERS AUTHORITY

# REQUEST FOR STATEMENTS OF QUALIFICATIONS/ REQUEST FOR PROPOSALS (SOQ)

FOR

FINANCIAL ADVISORY SERVICES

Metro Wastewater JPA PO Box 719003 Santee, CA 92071

Distribution/Advertisement: \_\_\_\_\_, 2006 Submittal of Statements of Qualifications: Friday, \_\_\_\_\_, 2006, by 3:00 p.m.

SDPUB\PDESOUSA\329877.1

#### INTRODUCTION

Metro Wastewater JPA, a joint powers agency organized and operating pursuant to California Government Code section 6500 et seq., established to provide the cities of Coronado, Del Mar, El Cajon, Imperial Beach, La Mesa, National City and Poway, the County of San Diego (on behalf of Winter Gardens Sewer Maintenance District, Alpine Sanitation District, Lakeside Sanitation District and Spring Valley Sanitation District), the Lemon Grove Sanitation District, the Otay Water District and the Padre Dam Municipal Water District, with a stronger voice in the operation of the City of San Diego's regional sewer system.

The Metro Wastewater JPA is supported by the Metro Technical Advisory Committee (Metro TAC), an oversight organization whose specialists monitor the San Diego City's Metropolitan Wastewater Department's (MWWD) engineering and financial practices, and provide other technical assistance.

The Metro Wastewater JPA is requesting Statements of Qualifications from financial advisory firms with experience with JPA and wastewater system financings to provide professional services for the issuance of revenue bonds secured by wastewater enterprise revenues. The purpose of this Request for Statements of Qualifications/ Request for Proposals (SOQ) is to provide the Metro Wastewater JPA with statements of qualifications for financial advisory services relating to the issuance and sale said revenue bonds and any new money bonds that may be issued up to three years following the award of the contract, subject to annual renewals. If the Metro Wastewater JPA decides to proceed with the issuance and sale of revenue bonds, it is anticipated that the Metro Wastewater JPA will be the issuing entity.

#### MAILING INSTRUCTIONS

#### <u>US MAIL</u>

#### PHYSICAL LOCATION

P.O. Box 719003 Santee, CA 92071 9300 Fanita Parkway Santee, CA 92071

#### INQUIRIES

Questions pertaining to the SOQ and the selection process should be directed to \_\_\_\_\_\_, at \_\_\_\_\_.com. Firms that have pre-registered at that email address will have the opportunity to see all inquiries and responses. It is recommended that firms pre-register early so that they will have that advantage. To pre-register, send an email to \_\_\_\_\_\_ that includes your name, the name of

your firm, your email address, and your telephone number with at statement that you are requesting pre-registration for inquires/responses related to the Metro Wastewater JPA's Request for SOQ. The Metro Wastewater JPA will not provide inquiry and response information to firms that have not pre-registered.

#### SUBMITTAL DATE

Submittals are due no later than 3:00 PM on **[INSERT DATE]**, 2006, and must be received by that time and date. Submittal postmark dates and times will not be considered as meeting that deadline. Proposers must send eight (8) bound copies of their submittal and one (1) unbound copy to the address shown under "mailing instructions."

The Metro Wastewater PA is not responsible for submittals that are delinquent, lost, mismarked, sent to an address other than that given earlier in this SOQ, or sent by mail or courier service that do not arrive on time. The Metro Wastewater JPA reserves the right, after receiving submittals, to reject any or all submittals, or to accept the submittal(s) that in its sole judgment is (are) in the best interest of the Metro Wastewater JPA.

#### SOQ EVALUATION

Submittals should provide a straightforward and concise presentation adequate to satisfy the requirements of this SOQ and should be no more than 10 pages including resumes. The font size used on the submittals shall be no smaller 10. Emphasis should be on completeness and clarity of contents. Responsiveness to the SOQ will be a principal basis for evaluation.

It is the Metro Wastewater JPA's intent to select a consultant best evidencing demonstrated competence and professional gualification to perform the described services. The Metro Wastewater JPA reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain firms or consultants may be selected to make a brief presentation and oral interview after which a final selection will be made. The consultant will be selected on the basis of information provided in the consultant's submittal, in-person presentations, and the results of the Metro Wastewater JPA's research and investigation. Upon selection of a consultant, the Metro Wastewater JPA will endeavor to negotiate a mutually agreeable professional services agreement with the selected firm. In the event that the Metro Wastewater JPA is unable to reach agreement, the Metro Wastewater JPA will proceed, at its sole discretion, to negotiate with the next firm selected by the Metro Wastewater JPA. The Metro Wastewater JPA reserves the right to contract for services in the manner that most benefits the Metro Wastewater JPA.

#### SCOPE OF WORK

The consultant will be required to have available personnel who have been successful in the professional services and activities of financial advisor. When and as directed by the Metro Wastewater JPA, the consultant shall perform financial advisory services to include, but not be limited to, the following:

- Assist the Metro Wastewater JPA in preliminary issues regarding revenue bond financing, options and strategies.
- Periodically advise the Metro Wastewater JPA regarding financial matters of the JPA.

If the Metro Wastewater JPA decides to proceed with the issuance and sale of revenue bonds, the consultant shall perform financial advisory services to include, but not be limited to the following:

- Assist the Metro Wastewater JPA in formulating and implementing revenue bond issue(s) that may be issued and assist in developing the financing structure, including maturity schedule, redemption terms, and other terms of the issue;
- Review coverage requirements, additional bonds test, debt service reserve account requirements, credit enhancement and/or insurance premiums;
- Assist in the preparation of the preliminary and final Official Statement(s) where appropriate;
- Assist in the preparation of rating and service and bond insurer presentations;
- Assist in defining annual financial information to be provided pursuant to Rule 15c2-12;
- Review legal documents prepared by bond counsel from the financial advisor's perspective and assist in negotiating matters relating to those documents;
- Provide the issuer with pricing information and assist issuer on pre-pricing and final pricing;
- Participate in informal and formal discussions and presentations with potential bond insurance companies, potential bond rating agencies, and community officials;
- Evaluate bids, when applicable; and

• Periodically advise the Metro Wastewater JPA regarding financial matters of the JPA.

#### PUBLIC DISCLOSURE

As a general rule, all documents received by the Metro Wastewater JPA are considered public records and will be made available for public inspection and copying upon request.

#### SUBMITTAL FORMAT AND CONTENT

All respondents are required to follow the format specified below. The contents of the submittal must be clear, concise and complete. Each section of the submittal *shall be* tabbed according to the numbering system shown below to aid in expedient information retrieval (NOTE: Respondents shall base their submittals on the "Scope of Work.")

<u>Submittal Cover</u> - Include the SOQ title and submittal due date, the name, address, fax number, and the telephone number of principal firm.

<u>Table of Contents</u> - Include a complete and clear listing of headings and pages to allow easy reference to key information.

- I. <u>Cover Letter</u> Describe how the delivery of services will be provided to The Metro Wastewater JPA, including the location of the firm's offices and the response time to the requests. In addition, describe those conditions, constraints, or problems that are unique to the scope of work that may adversely affect either the cost or progress of the work. Identify the team members (i.e., co-financial advisors and subconsultants). The cover letter shall be brief (two pages maximum), and any changes to the format or deletions of requested materials shall be explained in the cover letter. Also, the letter shall include the title and signature of the firm's contact person for this procurement. This signatory shall be a person with the official authority to bind the firm.
- II. <u>Methods and Strategic Plan</u> Describe your methods and plan for carrying out the Scope of Work.
- III. <u>Qualifications and Experience</u> This section shall contain a description of the firm's or team's experience in providing financial advisory services for public entities, as it pertains to tax allocation bonds, and parking revenue bonds, and other financings. The firm's experiences in the past two (2) years specifically related to the scope of work shall be listed consecutively with awarding and completion dates noted. Each listed experience shall include the name(s) and telephone number(s) of the firm's lead advisor and the

client's lead contact for each listing, the type of financing, and the capacity in which the firm served. If co-financial advisors will be used, provide their respective relative experiences.

- IV. <u>List of Project Personnel</u> This list should include the identification of the contact person with primary responsibility for this project, other project personnel, including partners and/or subconsultants, and their individual areas of responsibility. The persons listed will be considered as committed to the project. A resume for each professional and technical person assigned to the project, including partners and/or subconsultants, shall be submitted. The resumes shall include at least two references from previous assignments.
- V. <u>Organization Chart</u> An organization chart shall be provided in this section that contains the names of all key personnel and subconsultants with titles and their specific task assignment for this project.

#### SUBMITTAL SCHEDULE

The solicitation, receipt and evaluation of submittals, and the selection of the provider of consultant services will conform to the following schedule. (Note: Dates are subject to change.)

Distribution/Advertisement Submittal Due Date Submittal Review Interviews (if requested) Monday \_\_\_\_\_\_, 2006 Friday \_\_\_\_\_\_, 2006, by 3:00 p.m. \_\_\_\_\_\_, 2006 TBA

### TERMS AND CONDITIONS

Issuance of this SOQ does not commit the Metro Wastewater JPA to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this SOQ is dependent upon the approval of the Metro Wastewater JPA Governing Board and the approval of the Metro Wastewater JPA. The firm selected to perform the work described in this SOQ will be required to provide evidence of insurance in the amounts specified in the sample contract attached hereto as Attachment 1. The selected consultant shall be required, as a condition of the Contract, to avoid the actual and/or potential conflicts of interest by committing to the Metro Wastewater JPA that it will not directly and/or indirectly perform services for the City of San Diego during the term of the contract that are in conflict with the financial advisory services requested hereunder.

#### ATTACHMENTS:

Attachment 1

Sample Contract

#### AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY AND FIELDMAN, ROLAPP & ASSOCIATES

This agreement is made and entered into as of August 3, 2006, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and Fieldman, Rolapp & Associates (hereinafter referred to as "Consultant").

#### RECITALS

A. The Metro JPA is in need of professional financial advisor services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The parties desire by this agreement to establish the terms for Metro JPA to retain Consultant to provide the services described herein.

#### AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. <u>Services.</u>

Consultant shall provide the Metro JPA with the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein; provided, however, Consultant shall not be required to perform any services, or compensated therefor, unless said services have been authorized by the issuance of a written task order for such services or part thereof.

2. <u>Compensation.</u>

a. Subject to paragraph 2(b) below, the Metro JPA shall pay for any services authorized pursuant to Section 1, above, in accordance with the Schedule of Charges set forth in Exhibit "B," and incorporated herein.

b. Periodic payments shall be made within 30 days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

#### 3. <u>Additional Work.</u>

If changes in the work seem merited by Consultant or the Metro JPA, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the Metro JPA in the following manner: a letter outlining the changes shall be forwarded to the Metro JPA by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Metro JPA and executed by both parties before performance of such services, or the Metro JPA will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this agreement.

#### 4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by Metro JPA.

#### 5. <u>Time of Performance.</u>

Consultant shall perform its services in a prompt and timely manner within the timelines specified in any written task orders issued by the Metro JPA.

#### 6. Delays in Performance.

Neither Metro JPA nor Consultant shall be considered in default of this agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this agreement.

#### 7. <u>Compliance with Law.</u>

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.

#### 8. <u>Standard of Care</u>

Consultant 's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Additionally, Consultant hereby agrees and acknowledges that it shall not, as a material condition of this Agreement, directly and/or indirectly perform services for the City of San Diego during the term of this Agreement that are in conflict with the services requested hereunder.

#### 9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this agreement or any rights under or interest in this agreement without the written consent of the Metro JPA, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

#### 10. Independent Consultant

Consultant is retained as an independent Consultant and is not an employee of Metro JPA. No employee or agent of Consultant shall become an employee of Metro JPA. The work to be performed shall be in accordance with the work described in Exhibit "A", subject to such directions and amendments from Metro JPA as herein provided.

11. Integration

This agreement represents the entire understanding of Metro JPA and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated agreement.

#### 12. <u>Insurance</u>

#### a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement and for 24 months following the date of Project completion and acceptance by the Metro JPA, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Metro JPA.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)

(iii) Commercial General Liability Insurance must include coverage for

the following:

(1) Bodily Injury and Property Damage

- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability Products/Completed
- (4) Operations Liability Aggregate Limits that Apply
- (5) per Project Contractual Liability with respect to this
- (6) Agreement Broad Form Property Damage
- (7) Independent Consultants Coverage
  (8)

(iv) All such policies shall name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policy.

(v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA.

#### b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, and for 24 months following the date of Project completion and acceptance by the Metro JPA, in amounts not less than specified herein, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Metro JPA.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 12/93) covering automobile liability. Code 1 (any auto).

(iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the Metro JPA.

(iv) All such policies shall name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policies.

# c. Workers' Compensation/Employer's Liability

(i) At all times during the performance of Services under this Agreement, and for 24 months following the date of Project completion and acceptance by the Metro JPA, in amounts not less than specified herein, the Consultant shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

(ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the Metro JPA and will be in a form and with insurance companies acceptable to the Metro JPA.

(iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA.

(iv) Before beginning work, the Consultant shall furnish to the Metro JPA satisfactory proof that he/she has taken out for the period covered by the work under this agreement, full compensation insurance for all persons employed directly by him/her or through subconsultants in carrying out the work contemplated under this agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV or the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

# d. <u>Professional Liability (Errors and Omissions)</u>

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability insurance, in a form and with insurance companies acceptable to Metro JPA and in an amount indicated herein.

e.	Public Liability, Property Damage, Automobile Liability, Employer's Liability, and Professional Liability (Errors and Omissions)

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability Professional	\$1,000,000 per occurrence
Liability	\$1,000,000 per claim and aggregate (errors and omissions)
f. Evidence Required	

Prior to execution of the agreement, the Consultant shall file with the Metro JPA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

# g. <u>Policy Provisions Required</u>

(i) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the Metro JPA of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.

(ii) All policies shall contain a provision stating that the Consultant's policies are primary insurance and the insurance of the Metro JPA or any named insureds shall not be called upon to contribute to any loss.

#### h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Metro JPA, which satisfy the following minimum requirements:

(ii) Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

#### i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Metro JPA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this agreement, including but not limited to, the provisions concerning indemnification. Neither the Metro JPA nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

(ii) If at any time during the life of the agreement, the Consultant fails to maintain in full force any insurance required by the agreement documents, the Metro JPA may acquire the necessary insurance for the Consultant and deduct the cost thereof from the appropriate progress payments due the Consultant.

(iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

(iv) The Metro JPA may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Agreement.

#### 13. <u>Indemnification</u>

Consultant agrees to protect, save, defend and hold harmless Metro JPA and its Board and each member of the Board, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death or

any person, or damage to property, or interference with use of property, including loss of use, arising out of or in any way connected with the negligent performance or willful misconduct under this agreement by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant. The only exception to Consultant's responsibility to protect, save, defend and hold harmless Metro JPA, is due to the sole negligence, willful misconduct or active negligence of Metro JPA. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits does not act as a limitation upon the amount of indemnification to be provided by Consultant.

#### 14. Laws, Venue, and Attorneys' Fees

This agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

#### 15. Termination or Abandonment

a. Metro JPA has the right to terminate or abandon any portion or all of the work under this agreement by giving ten (10) calendar days written notice to Consultant. In such event, Metro JPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Metro JPA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Metro JPA and Consultant of the portion of such task completed but not paid prior to said termination. Metro JPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this agreement upon thirty (30) calendar days' written notice to Metro JPA only in the event of substantial failure by Metro JPA to perform in accordance with the terms of this agreement through no fault of Consultant.

#### 16. <u>Organization</u>

Consultant shall assign Robert Porr as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Metro JPA.

#### 17. <u>Notice</u>

Any notice or instrument required to be given or delivered by this agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

METRO JPA:	CONSULTANT:
Metro Wastewater JPA	Fieldman, Rolapp & Associates
Metro wastewater JI A	19900 MacArthur Blvd. Suite 1100
	Irvine, CA 92612
Attn:	Attn: Robert Porr, Vice President
Attu.	

and shall be effective upon receipt thereof.

18. Data

Consultant shall be entitled to rely upon the accuracy of data and information provided by the Metro JPA without independent review or evaluation unless such review or evaluation is specified in the scope of services.

19. Third Party Rights

Nothing in this agreement shall be construed to give any rights or benefits to anyone other than the Metro JPA and the Consultant.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

**METRO WASTEWATER JPA:** 

Bv:

Henry Abarbanel Chairperson

APPROVED AS TO FORM:

Paula C. P. de Sousa

Páula Ç. P. de Sousa General Counsel METRO WASTEWATER JPA

**CONSULTANT:** 

Fieldman, Rolapp & Associates



There is no substitute for experience.

**Robert A. Porr**, CIPFA *Vice President* 

Dial Direct 949.660.7323

19900 MacArthur Blvd. Suite 1100 Irvine, CA 92612 949,660.7300 949,474.8773 fax rporr@fieldman.com www.fieldman.com

#### EXHIBIT A

Scope of Services

#### SCOPE OF PROFESSIONAL SERVICES FOR FINANCIAL ADVISOR BY AND BETWEEN THE METRO JPA AND FIELDMAN, ROLAPP & ASSOCIATES

#### Scope of Services

#### Phase I: Debt Planning Service

#### A. General Services.

The Consultant shall perform all the duties and services specifically set forth herein and shall provide such other services as it deems necessary or advisable, or are reasonable and necessary to accomplish the intent of this Agreement in a manner consistent with the standards and practice of professional financial advisors prevailing at the time such services are rendered to the JPA. The JPA may, with the concurrence of Consultant, expand this Scope of Services to include any additional services not specifically identified within the terms of this Scope of Services. Specifically, upon the issuance of a task order by the JPA, Consultant will:

#### 1. Establish the Financing Objectives.

The Consultant shall review the financing needs and in conjunction with the JPA, outline the objectives, timing and security of the proposed financing transaction to be undertaken and its proposed form. We will consult with the JPA's bond counsel firm to provide us with legal analysis of financing alternatives. We expect that at our hourly rates the fee for this portion of Phase I would be approximately \$1,500.

#### 2. Attend Monthly Meetings.

Upon request, the Consultant will attend meetings of the Ad Hoc Finance Committee meeting. Such meetings are scheduled from time to time, generally on the third Thursday of each month. The Consultant will also attend such other meetings as requested by the Committee. We expect that at our hourly rates the fee for this portion of Phase I would be approximately \$1,500 per meeting.

#### 3. Develop Debt Sizing Scenarios.

We will develop debt sizing scenarios that will estimate debt service payments under different structures and interest rate environments. The following structures are presently contemplated (i) debt sizing scenarios to finance "imminent" capital improvements for the regional wastewater system; (ii) debt sizing scenarios to finance "imminent" capital improvements for the regional wastewater system and capital improvements for the participating member agencies' local wastewater systems; (iii) debt sizing scenarios to finance the purchase of the Metro Wastewater System from the City of San Diego in the event the City of San Diego offers to sell the Metro Wastewater System to the JPA; and (iv) debt sizing scenarios to finance the purchase of the Metro Wastewater System from the City of San Diego in the event the JPA seeks to purchase the Metro Wastewater

Exhibit A, Page 1

System from the City of San Diego; and (v) alternatives combining the scenarios contemplated under (i) through (iv) of this paragraph.

We estimate that at our hourly rates the fee for this portion of Phase I would be approximately \$5,000.

#### 4. Bond and Revenue Credit Workshops

Consultant will present to JPA members a series of workshops on revenue bonds and credit fundamentals that will allow members to frame policy and management decisions. Assuming six separate presentations, travel and preparation, the maximum fee is estimated to be approximately \$22,000.

#### 5. Develop a Financial Model

If needed for a credit assessment, we will develop a financing model that shows the historical operating results of the member agencies. We will then assist the JPA's members to develop projections of future revenues and expenses and debt service coverage ratios. We expect that at our hourly rates the fee for this portion of Phase I would be approximately \$1,500 per participating member agency.

#### 6. Develop a Credit Analysis Package

Consultant will work with the JPA and its members to develop an analysis of the qualitative and quantitative credit criteria that will be used by rating agencies, bond insurers and potential investors to assess the credit quality of the Authority's potential debt issuance.

We would recommend that each participating agency receive a credit assessment from a nationally recognized credit agency. We will work with each participating agency to develop a credit package suitable to receive such credit assessment.

The fee for this portion of Phase I is estimated at not to exceed approximately \$3,000 per participating member agency.

#### Phase II: Debt Issuance Services

It is understood that the Consultant will not proceed with Debt Issuance Services unless, in the opinion of the JPA, the following conditions are met, or waived by the JPA

1. San Diego is unable to issue debt or negotiate private financing over the next year.

San Diego is unable to issue debt of higgstate private instance of
 San Diego can't get a rate increase within the next year so they can issue debt.

San Diego can't get a fate increase inflation and participating agencies share of capital projects.

4. The participating agencies share of pay-go CIP significantly jumps from the current ratio of 30% pay-go/70% debt.

5. San Diego is unable to get a credit rating higher than what the JPA could on their own, i.e. cost of debt in interest rates and expenses are more.

6. San Diego is unable to finance the upgrade of Point Loma to secondary treatment level (estimated cost \$1 billion).

The Consultant shall assume primary responsibility for assisting the Authority in coordinating the planning and execution of each debt issue relating to the Project. Insofar as the Consultant is providing Services which are endered only to the Authority, the overall coordination of the financing shall be such as to minimize the costs of the transaction coincident with maximizing the Authority's financing flexibility and capital market access. The Consultant's proposed debt issuance Services may include, but shall not be limited to, the following:

- Develop the Financing Schedule
- Monitor the Transaction Process
- Review the Official Statement, both preliminary and final
- Procure and Coordinate Additional Service Providers
- Provide Financial Advice to the Authority Relating to Financing Documents
- Compute Sizing and Design Structure of the Debt Issue
- Plan and Schedule Rating Agency Presentation and Investor Briefings
- Conduct Credit Enhancement Procurement and Evaluation
- Conduct Market Analysis and Evaluate Timing of Market Entry
- Recommend Award of Debt Issuance
- Provide Pre-Closing and Closing Assistance

#### 1. Develop the Financing Timetable.

The Consultant shall take the lead role in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work progresses.

#### 2. <u>Monitor the Transaction Process.</u>

The Consultant shall have primary responsibility for the successful implementation of the financing strategy and timetable that is adopted for each debt issue relating to the Project. The Consultant shall coordinate (and assist, where appropriate) in the preparation of the legal and disclosure documents and shall monitor the progress of all activities leading to the sale of debt. The Consultant shall prepare the timetables and work schedules necessary to achieve this end in a timely, efficient and cost-effective manner and will coordinate and monitor the activities of all parties engaged in the financing transaction.

- 3. Review the Official Statement.
  - a. SEC, MSRB, and GFOA guidelines encourage full disclosure so that potential investors have sufficient data to analyze each proposed financing. Upon direction of the Authority, the Consultant shall review the official statement for each debt issue relating to the Project to insure that the Authority's official statement is compiled in a manner consistent with industry standards, typically including the following matters:
    - Legal Authority for the Financing

- Security for the Financing
- Restrictions on Additional Financings
- Purpose and Funds for which the Financing is Being Issued
  - Governmental System
- Financial Management System
- Revenue Sources: Historic, Current and Projected
- Outstanding Financings
- Planned Future Financings
- Labor Relations and Retirement Systems
- Economic Base
- Annual Financial Statements
- Legal Opinions Regarding Tax Exemption
- Such Other Matters as the Context May Require.
- b. Consultant shall maintain the final Official Statement on an internet website,

#### 4. Procure and Coordinate Additional Service Providers.

The Consultant may act as Authority's representative in procuring the services of financial printers for the official statement and related documents, and for the printing of any securities. In addition, the Consultant may act as the Authority's representative in procuring the services of trustees, paying agents, fiscal agents, feasibility consultants, redevelopment consultants, or escrow verification agents or other professionals, if the Authority directs.

#### 5. Provide Financial Advice to the Authority Relating to Financing Documents.

Simultaneous with assisting in the preparation of official statements for each debt issue relating to the Project, the Consultant shall assist the managing underwriters, bond counsel and/or other legal advisors in the drafting of the respective financing resolutions, notices and other legal documents. In this regard, the Consultant shall monitor document preparation for a consistent and accurate presentation of the recommended business terms and financing structure of each debt issue relating to the Project, it being specifically understood however that the Consultant's services shall in no manner be construed as the Consultant engaging in the practice of law.

6. Compute Sizing and Design Structure of Debt Issue.

The Consultant shall work with the Authority's staff to design a financing structure for each debt issue relating to each Project that is consistent with the Authority's objectives, that coordinates each transaction with outstanding issues and that reflects current conditions in the capital markets.

# 7. Plan and Schedule Rating Agency Presentation and Investor Briefings.

The Consultant shall develop a plan for presenting the financing program to the rating agencies and the investor community. The Consultant shall schedule rating agency visits, if appropriate, to assure the appropriate and most knowledgeable rating agency personnel are available for the presentation and will develop presentation materials and assist the Authority officials in preparing for the presentations.

#### 8. Conduct Credit Enhancement Evaluation and Procurement.

Upon the Authority's direction, the Consultant will initiate discussions with bond insurers, letter of credit providers and vendors of other forms of credit enhancements to determine the availability of and cost benefit of securing financing credit support.

#### 9. Conduct Market Analysis and Evaluate Timing of Market Entry.

The Consultant shall provide regular summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the Authority's proposed financing.

#### a. Competitive Sales.

For all types of competitive sale of debt, the Consultant shall undertake such activities as are generally required for sale of securities by competitive bid including, but not limited to the following:

- Review and comment on terms of Notice of Sale Inviting Bids
- Provide advice on debt sale scheduling
- Provide advice on the use of electronic bidding systems
- Coordinate bid opening with the Authority officials
- Verify bids received and make recommendations for acceptance
- Provide confirmation of issue sizing, based upon actual bids received, where appropriate
- Coordinate closing arrangements with the successful bidder(s)

#### b. Negotiated Sales.

In the case of a negotiated sale of debt, the Consultant shall perform a thorough evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the Authority with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt. This assistance and evaluation will focus on the following areas as determinants of interest cost:

- Size of financing
- Sources and uses of funds
- Terms and maturities of the debt issue
- Review of the rating in pricing of the debt issue
- Investment of debt issue proceeds
- Distribution mix among institutional and retail purchasers
- Interest rate, reoffering terms and underwriting discount with comparable issues
- Redemption provisions

#### 10. Recommend Award of Debt Issuance.

Based upon activities outlined in Task 10(a) and 10(b) above, the Consultant will recommend accepting or rejecting offers to purchase the debt issue. If the Authority

elects to award the debt issue, the Consultant will instruct all parties and help facilitate the actions required to formally consummate the award.

11. Provide Pre-Closing and Closing Activities.

The Consultant shall assist in arranging for the closing of each financing. The Consultant shall assist counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring the progress of bond printing, qualification of issues for book-entry status, signing and final delivery of the securities and settlement of the costs of issuance.

#### C. <u>Special Financing Services.</u>

The Consultant shall assist the Authority, as needed, in identifying and procuring special financial related services that may be needed for any debt issue relating to the Project.

# EXHIBIT B

Schedule of Charges/Payments

sdpub/pdesousa/334975.110

#### FINANCIAL ADVISORY SERVICES FEES and EXPENSE PROPOSAL BY AND BETWEEN METRO JPA AND FIELDMAN, ROLAPP & ASSOCIATES

#### Phase I: General Services and Debt Planning Services

Unless agreed to otherwise, financial advisory services performed pursuant to Phase I of this proposed scope of services will be billed at the then current hourly rates. The table below reflects the rates in effect as of the date hereof.

Personnel Executive Officers	Hourly Rate
Executive Officers	\$300.00
Principals	
Senior Vice President	\$275.00
Vice Presidents	\$225.00
A soistant Vice President	\$195.00
Senior Associate	\$150.00
Associate	\$125.00
Analyst	\$85.00
A dministrative Assistants	
Clerical	\$35.00
Cicileutani	

#### Expenses

Expenses will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, computer, and fax transmission charges. Advances made on behalf of the Authority for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the Authority upon prior authorization. Additionally, a surcharge of 6% of the net fee amount is added to non-verifiable out-of-pocket costs for recovery of costs such as telephone, postage, document reproduction and the like.

#### Phase II: Fee for Debt Issuance Services

Debt issuance services to start upon request of the Authority and will be billed at fee schedule below, subject to abandonment. Debt issuance fees are contingent and due upon bond closing. The fee schedule is based upon the proposed bond issue closing prior to April 1, 2007 and is further conditioned upon Consultant not repeating credit assessment work product.

#### A. Negotiated Sale

Par Amount of Bonds or Certificates			Fees
\$1	to	\$9,999,999	\$32,000
\$10,000,000	to	\$14,999,999	\$39,000
\$15,000,000	to	\$19,999,999	\$45,500
\$20,000,000	to	\$29,999,999	\$51,500
\$30,000,000		and above	to be negotiated

Exhibit A, Page 1

#### B. Private Placement

Above fee schedule with 20% discount.

#### C. Competitive Sale

Par Amount (	of Bonds	or Certificates	<u>Fees</u>
<u>1 al Allouit (</u> \$1	to	\$9,999,999	\$42,500 \$49,000
\$10,000,000	to to	\$14,999,999 \$19,999,999	\$55,000
\$15,000,000 \$20,000,000	to	\$29,999,999	\$61,500 to be negotiated
\$30,000,000		and above	to be negotiated

In addition to the fees described above, Consultant will be paid an additional fee of \$2,500 per member agency that participates in any bond pool issue. Such fee will not apply to a bond issue containing a single member agency.

#### Expenses

Expenses will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, computer, and fax transmission charges. Advances made on behalf of the Authority for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the Authority upon prior authorization. Additionally, a surcharge of 6% of the net fee amount is added to verifiable out-of-pocket costs for recovery of costs such as telephone, postage, document reproduction and the like.

#### Limiting Terms and Conditions

The above fee is based on completion of work orders within six months of the Authority's authorization to proceed, and assumes that the Authority will provide all necessary information in a timely manner.

#### Abandonment

If, once commenced, the services of the Consultant are terminated prior to completion of our final report for any reason, we are to be reimbursed for professional services and direct expenses incurred up to the time we receive notification of such termination at the standard hourly rates above.

Exhibit A, Page 2

Attachment 8 2017 MetroTAC Meeting Calendar

# Metro Commission/Metro Wastewater JPA and MetroTAC Committee

# **2017 Meeting Schedules**

METRO COMM/METROJPA 1st Thursday of the month		METRO TAC 3rd Wednesday of the month		
November 3, 2016	12:00 – 1:00	November 16, 2016	11:00 – 1:30	
December 1, 2016	12:00 – 1:00	December 21, 2016	11:00 – 1:30	
January <mark>5</mark> , 2017 ( <mark>if needed</mark> )	12:00 – 1:00	January 18, 2017	11:00 – 1:30	
February 2, 2017	12:00 – 1:00	February 15, 2017	11:00 – 1:30	
March 2, 2017	12:00 – 1:00	March 15, 2017	11:00 – 1:30	
April 6, 2017	12:00 – 1:00	April 19, 2017	11:00 – 1:30	
May 4, 2017	12:00 – 1:00	May 17, 2017	11:00 – 1:30	
June 1, 2017	12:00 – 1:00 (SANDIST meeting immediately following)	June 21, 2017	11:00 – 1:30	
July 6, 2017	12:00 – 1:00	July 19, 2017	11:00 – 1:30	
August 3, 2017	12:00 – 1:00	August 16, 2017	11:00 – 1:30	
September 7, 2017	12:00 – 1:00	September 20, 2017	11:00 – 1:30	
October 5, 2017	12:00 – 1:00	October 18, 2017	11:00 – 1:30	
November 2, 2017	12:00 – 1:00	November 15, 2017	11:00 – 1:30	
December 7, 2017	12:00 – 1:00	December 20, 2017	11:00 – 1:30	
January 4, 2018	12:00 – 1:00	January 17, 2018	11:00 – 1:30	

Meetings are held at MWWD MOC II Auditorium, 9192 Topaz Way, SD, CA 92023 (unless otherwise noted on the agenda) Attachment 11 MetroTAC Work Plan



Active Items	Description	Member(s)
Sample Rejection Protocol Working Group	7/16: The sample rejection protocol from the B&C 2013 report has been under discussion between PUD staff and Metro TAC. A working group was formed to deal with this highly technical issue and prepare draft recommendations on any changes to current sampling procedures. <i>The existing protocol is to be used through FY16. If changes are approved to the protocol they will be implemented in FY17.</i>	Dennis Davies Dan Brogadir Al Lau Dexter Wilson SD staff
PLWTP Permit Ad Hoc Work Group	8/15: Greg Humora and Scott Tulloch continue to meet with stakeholders. Cost allocation subcommittee continues to meet with City staff. Milestones are included in each month Metro TAC and Commission agenda packet.	Greg Humora Scott Tulloch SD staff & consultants Enviro members
Flow Commitment Working Group	6/16: Upon the request of Metro Com Chair Jim Peasley Chairman Humora created a working group to review the Flow Commitment section of the Regional Agreement and make recommendations on the fiscal responsibilities of members who might withdraw their flow from the Metro System. The Work Group held their first meeting June 24, 2016. Yazmin Arellano will chair the work group.	Yazmin Arellano Roberto Yano Eric Minicilli Al Lau SD staff Karyn Keese
Social Media Working Group	6/16: Upon the request of Metro Com Chair Jim Peasley Chairman Humora created a working group to research and provide input on the creation of policies and procedures for Metro JPA social media. Mike Obermiller will chair this work group. He sent out an email to all Metro TAC members requesting copies of their agency's policies. A draft policy has been approved by Metro TAC and will be presented to the Commission in October by Alexander Heide	Mike Obermiller Alexander Heide
Secondary Equivalency	5/14: Definition of secondary equivalency for Point Loma agreed to be enviros 12/14: Cooperative agreement signed between San Diego and enviros to work together to pass legislation for secondary equivalency (until 8/1/19) San Diego indicated that passage of Federal legislation is not possible under the current political environment. San Diego is exploring options for State legislation 9/15: Letter received from EPA endorsing modified permit for Point Loma 6/16: Pursuit of Federal Legislation will be held off until after the November 2016 election.	Greg Humora Scott Tulloch
Pure Water Program Cost Allocation Ad Hoc Work Group	A working group was formed to discuss Pure Water program cost allocation. Concepts to be refined by Metro TAC and San Diego staff for presentation to Commission 1/17.	Greg Humora Scott Tulloch Roberto Yano Karyn Keese SD staff & consultants
Pure Water Program Cost Allocation Metro TAC Work Group	5/14: Draft facility plan and cost allocation table provided to Metro TAC working group 3/15: Draft cost allocation presentation provided to Metro TAC	Greg Humora Scott Tulloch Rick Hopkins Roberto Yano Al Lau Bob Kennedy Karyn Keese
Exhibit E Audit	6/16: FY 2013 audit accepted by Metro Commission; 9/16: FYE 2014 audit accepted by Metro Commission. FYE 2015 audit report to be issued by end of 2016 and then all audits will be caught up.	Karyn Keese Karen Jassoy
Amend Regional Wastewater Disposal Agreement	The addition of Pure Water facilities and costs will likely require the amendment of the 1998 Regional Wastewater Disposal Agreement. The Padre Dam billing errors have led to a need to either amend the Agreement and/or develop administrative protocols to help resolve potential future billing errors. After Pure Water cost allocation had been agreed to this effort will begin.	Greg Humora Roberto Yano Dan Brogadir Paula de Sousa Mills Karyn Keese



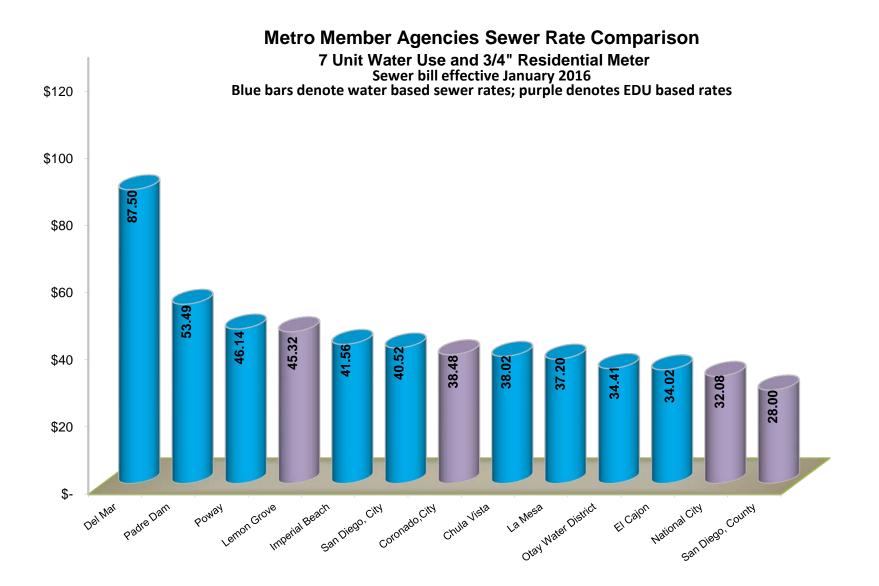
Active Items	Description	Member(s)
Management of Non-Disposables in Wastewater	9/13: Eric Minicilli handed out a position paper prepared by the NEWEA. 6/15 Chairman Humora provided attached from SCAP. 2/16: Chairman Humora distributed Robbins Geller Rudman & Dowd memorandum.	Eric Minicilli
2015/16 Transportation Rate Update	5/14: Metro TAC approved 2014 transportation rate w/caveat that PUD staff hires a consultant to review/revise methodology for 2015.	Al Lau Dan Brogadir Karyn Keese
IRWMP	8/15 RAC minutes included in August Metro TAC agenda. Padre Dam received a \$6 million grant for their project. 9/16: June 2, 2016 and August 3, 2016 minutes presented to Metro TAC.	Bob Kennedy Steve Beppler Greg Humora
"No Drugs Down the Drain"	The state has initiated a program to reduce pharmaceuticals entering the wastewater flows. There have been a number of pharmaceutical collection events within the region sponsored by law enforcement.	Greg Humora
Strength Based Billing Evaluation	San Diego will hire a consultant every three years to audit the Metro metered system to insure against billing errors.	Al Lau Dan Brogadir Karyn Keese
Grease Recycling	To reduce fats, oils, and grease (FOG) in the sewer systems, more and more restaurants are being required to collect and dispose of cooking grease. Companies exist that will collect the grease and turn it into energy.	Eric Minicilli
Point Loma Modified NPDES Permit	1/15: Permit was submitted. EPA has begun their review. 11/16 first possible date at the Regional Board for consideration.	Greg Humora Scott Tulloch Karyn Keese
Changes in water legislation	Metro TAC and the Board should monitor and report on proposed and new legislation or changes in existing legislation that impact wastewater conveyance, treatment, and disposal, including recycled water issues	Paula de Sousa Mills
Border Region	Impacts of sewer treatment and disposal along the international border should be monitored and reported to the Board. These issues would directly affect the South Bay plants on both sides of the border.	Bill Sandke Ed Spriggs

# Metro TAC Participating Agencies Selection Panel Rotation

Agency	Representative	Selection Panel	Date Assigned
Padre Dam	Neal Brown	IRWMP – Props 50 & 84 Funds	2006
El Cajon	Dennis Davies	Old Rose Canyon Trunk Sewer Relocation	9/12/2007
La Mesa	Greg Humora	As-Needed Piping and Mechanical	11/2007
National City	Joe Smith	MBC Additional Storage Silos	02/2008
Otay Water District	Rod Posada	As-Needed Biological Services 2009-2011	02/2008
Poway	Tom Howard	Feasibility Study for Bond Offerings	02/2008
County of San Diego	Dan Brogadir	Strategic Business Plan Updates	02/2008
Coronado	Scott Huth	Strategic Business Plan Updates	09/2008
Coronado	Scott Huth	As-needed Financial, HR, Training	09/2008
PBS&J	Karyn Keese	As-needed Financial, Alternate HR, Training	09/2008
Otay Water District	Rod Posada	Interviews for Bulkhead Project at the PLWTP	01/2009
Del Mar	David Scherer	Biosolids Project	2009
Padre Dam	Neal Brown	Regional Advisory Committee	09/2009
County of San Diego	Dan Brogadir	Large Dia. Pipeline Inspection/Assessment	10/2009
Chula Vista	Roberto Yano	Sewer Flow Monitoring Renewal Contract	12/2009
La Mesa	Greg Humora	Sewer Flow Monitoring Renewal Contract	12/2009
Poway	Tom Howard	Fire Alarm Panels Contract	12/2009
El Cajon	Dennis Davies	MBC Water System Improvements D/B	01/2010
Lemon Grove	Patrick Lund	RFP for Inventory Training	07/2010
National City	Joe Smith	Design/Build water replacement project	11/2010
Coronado	Scott Huth	Wastewater Plan update	01/2010
Otay Water District	Bob Kennedy	RFP Design of MBC Odor Control Upgrade/Wastewater Plan Update	02/2011
Del Mar	Eric Minicilli	Declined PS 2 Project	05/2011
Padre Dam	Al Lau	PS 2 Project	05/2011
County of San Diego	Dan Brogadir	RFP for As-Needed Biological Services Co.	05/2011
Chula Vista	Roberto Yano	North City Cogeneration Facility Expansion	07/2011
La Mesa	Greg Humora	confined space RFP selection panel	10/2011
Poway	Tom Howard	COSS's for both Water and WW	10/2011
El Cajon	Dennis Davies	Independent Accountant Financial Review & Analysis – All Funds	01/2012
Updated 9/13/2016	•		FXP

Lemon Grove	Mike James	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
National City	Joe Smith	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Coronado	Godby, Kim	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Otay Water District	Bob Kennedy	MBC Dewatering Centrifuges Replacement (Accepted)/Strategic Planning	01/2012
		Rep	
Del Mar	Eric Minicilli	New As Need Engineering Contract	02/2012
Padre Dam	Al Lau	PA Rep. for RFQ for As Needed Design Build Services (Passed)	05/2012
County of San Diego	Dan Brogadir	PA Rep. for RFQ for As Needed Design Build Services (Cancelled project)	05/2012
Chula Vista	Roberto Yano	As-Needed Condition Assessment Contract (Accepted)	06/2012
La Mesa	Greg Humora	New programmatic wastewater facilities condition (Awaiting Response)	11/2012
Poway	Tom Howard	Optimization Review Study	01/2013
El Cajon	Dennis Davies	PUD 2015 Annual Strategic Plan	1/15/14
Lemon Grove	Mike James	As-Needed Engineering Services (Passed)	7/25/14
National City	Kuna Muthusamy	As-Needed Engineering Services	7/25/14
Coronado	Ed Walton	Strategic Planning	01/2014
Otay Water District	Bob Kennedy	Strategic Planning (Volunteered, participated last year)	01/2014
Del Mar	Eric Minicilli	Pure Water Program Manager Services	9/1/14
Padre Dam	Al Lau	Pure Water Program Manager Services	9/1/14
County of San Diego	Dan Brogadir	As-Needed Condition Assessment Contract	3/24/2015
Chula Vista	Roberto Yano	Out on Leave	6/10/15
La Mesa	Greg Humora	North City to San Vicente Advanced Water Purification Conveyance System	6/10/15
Poway	Mike Obermiller	Real Property Appraisal, Acquisition, and Relocation Assistance for the Public	11/30/15
		Utilities Department	
El Cajon	Dennis Davies	PURE WATER RFP for Engineering Design Services	12/22/15
Lemon Grove	Mike James	PURE WATER RFP Engineering services to design the North City Water	03/16/15
		reclamation Plant and Influence conveyance project	
National City	Kuna Muthusamy	Passes	04/04/2016
Coronado	Ed Walton	As-Needed Environmental Services - 2 Contracts	04/04/2016
Otay Water District	Bob Kennedy	As Needed Engineering Services Contract 1 & 2	04/11/2016
Del Mar	Eric Minicilli	Pure Water North City Public Art Project	08/05/2016
Padre Dam	Al Lau	Biosolids/Cogeneration Facility solicitation for Pure Water	08/24/2016
County of San Diego	Dan Brogadir	Pure Water North City Public Art Project	08/10/2016
Chula Vista	Roberto Yano		
La Mesa	Greg Humora		
Poway	Tom Howard		
El Cajon	Dennis Davies		
Lemon Grove	Mike James		
Updated 9/13/2016	•		EXP

National City	Kuna Muthusamy	
Coronado	Ed Walton	
Otay Water District	Bob Kennedy	
Del Mar	Eric Minicilli	
Padre Dam	Al Lau	
County of San Diego	Dan Brogadir	
Chula Vista	Roberto Yano	
La Mesa	Greg Humora	
Poway	Mike Obermiller	
El Cajon	Dennis Davies	
Lemon Grove	Mike James	
National City	Kuna Muthusamy	
Coronado	Ed Walton	



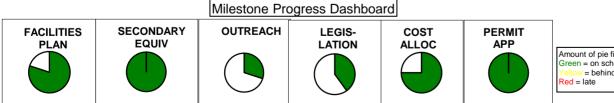
# Attachment 12 Pt. Loma Permit Renewal



#### Point Loma Permit/Potable Reuse KEY MILESTONE DATES

09/14/2016	
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DATE	TASK	FOLLOW UP
		ACTION/STATUS
2014	Begin outreach to regulators, legislators, key stakeholders and public	San Diego signed contract with Katz Assoc. 5/14
<del>01/23/2014</del>	San Diego meet with JPA on cost allocation. 1) Agree on methodology 2) Insert construction costs from facilities plan	San Diego to look at comparing PR facilities construction through secondary to secondary at Point Loma.
February	First draft of legislative language	Draft prepared
03/05/2014	San Diego (Ann, Brent, Bob, Allan) meet with EPA staff	Pure Water program was well received by EPA
<del>10/08/2014</del>	City of San Diego Environmental Committee	Consideration of Pt Loma Permit
<del>10/16/2014</del>	Metro Commission - VOTE on Supporting Permit	
<del>11/18/2014</del>	City of San Diego City Council Meeting	Consideration of Pt Loma Permit and Side Agreement. Passed 9-0
2015		
January	Submit NPDES Permit to the Environmental Protection Agency	Submitted! Regional Board expected to act on permit 9/16 or 11/16
	Prepare proposed language for admin fix to Clean Water Act	
	Be ready to provide lang for legislative fix to Clean Water Act	
<del>05/20/2015</del>	Present Phase 1 of cost allocation to Metro TAC	
<del>06/04/2015</del>	Metro JPA Strategic Planning Meeting at Pt Loma	
<del>07/01/2015</del>	Water Reliability Coalition Potable Reuse Media Training	
<del>09/15/2015</del>	City of San Diego City Council Request to set Prop 218 Public Hearing for water rate increase	218 Notice for water rates approved to be mailed out
09/17/2015	Letter received from EPA endorsing Pt Loma modified permit	
<del>11/17/2015</del>	City of San Diego Public Hearing for water rate increases	Water rate increases approved
2016		
09/21/2016	Pure Water Program EIR to Metro TAC	
09/21/2016	Pure Water Program Update to Metro TAC	
10/06/2016	Pure Water Program EIR to JPA	
10/06/2016	Pure Water Program Update to JPA	
10/19/2016	Pure Water Cost Allocation to Metro TAC	
11/08/2016	Election day	
2017		
	Political strategy for OPRA II approval in DC	
01/05/2017	Pure Water Cost Allocation to JPA	
05/17/2017	FY19-FY23 Sewer rates to Metro TAC	
	Begin drafting updated wastewater dispoal agreement	



Amount of pie filled = % complete Green = on schedule Yellow = behind schedule Red = late