



# THREE ARCH BAY

5 BAY DRIVE, LAGUNA BEACH, CALIFORNIA 92651-6780  
(949) 499-4567 FAX: (949) 499-2352

## **Three Arch Bay Community Services District**

### **Regular Board of Directors Meeting**

**March 23, 2022**

**5:00 P.M.**

## **Action and Information Items**

**Three Arch Bay Clubhouse  
50 South La Senda**

(If you are unable to attend, please call the Office)

# Three Arch Bay Community Services District

## Regular Meeting Agenda

Wednesday, March 23, 2022 – 5:00 p.m.

50 S. La Senda Laguna Beach, CA 92651

1. CALL TO ORDER – 5:00 p.m.

2. PUBLIC FORUM

**Public comments on all agenda items, as well as public comments not pertaining to agenda items, will be heard during the public forum period. Public comments are limited to 30 minutes total and three (3) minutes per item.**

3. CONSENT CALENDAR

The items listed below are placed on the Consent Calendar. All matters listed under the Consent Calendar are considered to be routine and will be enacted in one motion by the Board. There will be no separate discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be removed from the Consent Calendar for discussion. Items removed from the Consent Calendar will be discussed and voted upon immediately following Board action on the remainder of the Consent Calendar. Members of the Public who wish to discuss Consent Calendar items should identify themselves to the Board and upon the invitation by the President, state their name, address and item number they would like to discuss.

**A. Approve February 23, 2022 Board Meeting Minutes.....1-4**

**B. Approve March 9, 2022 Special Meeting Minutes.....5-7**

4. DISTRICT ENGINEERS REPORT

**A. Consideration District Engineers Report.....8-9**

1. Storm Drain Project List.....10

2. Homes with Storm Drains Underneath  
them.....11

3. Engineer's Status Update

a. S. La Senda Low Flow Bypass

b. Video Inspection of Existing Facilities

c. CDS Unit Inspection

d. Catch Basin Inspections – Consideration of Proposal

e. Coastal Permit Extension.....12-18

f. 31 N. Vista De Catalina Construction Coordination

g. 32 N. Portola

h. Beach Area Runoff

i. **32 S. La Senda – Consideration of Geotechnical Report.....19-23**

5. NEW BUSINESS

- A. Consideration of Appointment Process and Nomination Period for the OC  
LAFCO Regular and Alternate Special District Member Seats.....24-29
- B. Consideration of Draft TAB CSD Security Policies.....30-36**
- C. Consideration of Vehicle Damage Reimbursement Request.....37-44
- D. Consideration of Approval of OC Sheriff's Department Contract for Police  
Services on July 4<sup>th</sup>, 2022.....45-59

6. ANNOUNCEMENTS

7. TREASURER'S REPORT

- February 2022 Financial Statement.....60-71
- User Fee Delinquency Spreadsheet.....72
- Morgan Stanley Statements:
  - (1) February 2022 User Fee.....73-80
  - (2) February 2022 General Fund.....81-90
- AMEX Statements.....91-95

8. CLAIMS FOR PAYMENT

- A. General Fund
- B. User Fee Fund

9. NEXT MEETING – April 27, 2022 at 5:00pm

10 . ADJOURNMENT TO CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL—**ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to paragraphs (2) and (3) of subdivision  
(d) of Section 54956.9: (One potential case)
- B. CONFERENCE WITH LEGAL COUNSEL – **EXISTING LITIGATION**  
PURSUANT TO GOVERNMENT CODE SECTION 54956.9  
Keegan v. Viviani OCSC Case No. 30-2010-00409507

All documents available for public review are at 5 Bay Drive, Laguna Beach, CA 92651 or on  
file with the District's General Manager located at 5 Bay Drive, Laguna Beach, CA 92651

*In compliance with the Americans with Disabilities Act, if special assistance is needed to  
participate in the Board Meeting, please contact the General Manager during regular business  
hours at (949) 499-4567. Notification received 48 hours prior to the meeting will enable the*

*District to make reasonable accommodations; if sign language interpreter is required, notification 1 week in advance is strongly recommended. All accommodation requests will be processed swiftly and resolving any doubt in favor of accessibility.*



**Three Arch Bay Community Services District  
Board of Directors Meeting  
February 23, 2022**

**Minutes**

THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED  
AND SIGNED BY THE BOARD OF DIRECTORS.

The Three Arch Bay Community Services District Board of Directors Meeting was held on February 23, 2022 at 50 S. La Senda, Laguna Beach, CA 92651.

**Directors Present:**

Gary Rubel  
Tim Hamchuk  
John Dorr  
Judy Yorke

**Directors Absent:**

Peter Barker

**Others Present:**

Jeremy Pipp, CMCA – General Manager  
Cary Haine – Maintenance Manager  
Jay Owens – Security Supervisor  
Allison Burns – Legal Counsel

**Call to Order** - The Meeting was called to order by Board President, Gary Rubel at 5:00 P.M.

**New Business**

1. Consideration of Public Forum Time Limit – The Board discussed the provision in Government Code 54954.3 (b)(1) allowing reasonable regulations limiting the time allocated for public testimony on particular issues and for each individual speaker.

**Public Comment:** David Goldberg commented that the Board should not limit the public comment portion of the meeting.

Liz Davis asked for clarification on the time limit for public comment and asked if speakers would still be given the opportunity to speak for three minutes per item.

Michael Hoch commented that he echoed the same sentiments of previous speakers and went on to comment that not letting the public comment on all items is a Brown Act violation and stated that the meeting should be run like any other public meeting.

Kathy Schuler commented that she does not support any limitation on public comments

Michael commented that it was egregious to limit the public comment time, agrees with other comments that a time limit stymies the public's ability to comment.

The Board further discussed the public forum time limits and commented that the Board would need to adjust time limits if there is a need to and could do so at their discretion.

Upon MOTION duly made by Judy Yorke, Seconded by John Door and Unanimously Carried, the Board approved to limit the Public Comment period to 30 minutes total and 3 minutes per item with the ability for the Board to extend the total time limit for public comment as needed.

**Public Forum** – Several members of the public were in attendance. Prior to the start of Public Comment all members of the public in attendance were notified that public comments on all agenda items, as well as public comments not pertaining to agenda items, will be heard during the public forum period. It was also announced that the public comment period is limited to thirty (30) minutes and three (3) minutes per item but that the time could be extended at the Board's discretion.

Three members of the public submitted Public Comment cards wishing to speak on every item on the agenda. It was announced that each speaker would be provided 10 minutes total to speak on all agenda items.

David Goldberg commented on the following items: again, objected that the Board approved a time limit on public forum, that it was a disservice to the public and the community; Mr. Goldberg noted his discontent that another commentor at the meeting was provided a second opportunity to speak when he was not; commented that he has been threatened to have his access to TABA amenities restricted; commented that the CSD Board should take action and not allow the TABA Board to take inappropriate actions; commented that he was happy to see a CSD website but felt that the TABA Board threatening homeowners access to recreational services was wrong; commented that "deputizing" the TABA Board with powers over the recreational services was wrong; stated that the General Manager for the CSD and TABA has a conflict of interest; commented that CSD Board members also have a conflict of interest.

Michael, a member of the public commented on the following items: again expressed concern with limiting the public comment time period; concerned that the CSD Presidents made a statement concerning being harassed at previous meetings and finds the comment unacceptable; had concerns with what he had seen on the social media site Nextdoor concerning contracts with TABA and made a demand for a gate code so he could access Three Arch Bay Association at any time he wanted; stated that he called the phone number on the CSD website and never received an answer; questioned who Monica was, what she did and how much she was paid; urged the Board to consider the FPPC complaint and that they may be held liable for any wrongdoing.

Michael Hoch commented on the following items: commented on a statement by the CSD Board President that the Board felt harassed at previous meetings by two members; claimed that DA Investigator, Paul Hayes, pulled he a Mr. Goldberg aside after attending a previous meeting and claims that Mr. Hayes made a comment that he witnessed the speakers at the meeting "being harassed" and that there were "multiple Brown Act violations"; commented that the CSD and TABA contractors were a conflict of interest according to Government Code 1090 and that there is a financial conflict of interest per the Code; he believes that any contracts approved after the TAB and CSD agreements were signed are void; mentioned that all members of the CSD Board are culpable even if there is only one signature on the TABA / CSD agreements; stated that CSD Board members cannot sign any contracts if there is an interest in the other contracted entity;

claims that he has noticed “corruption” with this Board; discussed a letter from CSD attorney, Allison Burns, to the FPPC in 2019 concerning a conflict of interest for another CSD in northern California; commented that the CSD Board should look for other legal representation as he has serious questions due to advice and actions by the current legal counsel; commented that the recreational facilities paid for by the CSD should be available to any member of the public at any time.

### **Consent Calendar**

Upon MOTION duly made by Tim Hamchuk, Seconded by Judy Yorke and unanimously Carried the Board approved item 1 on the Consent Calendar.

#### **1. MINUTES OF THE TAB CSD**

Approved the Minutes from the January 26, 2022 Board of Directors meeting as submitted.

**District Engineers Report:** Three Arch Bay Community Services District Engineer, Steve Austin, gave a report on the following items. No action was taken on any item.

- South La Senda Low Flow Bypass (System 5) – No Change
- Video Inspections of Existing Facilities – No Change
- CDS Unit Inspection – No Change
- Catch Basin Inspection – No Change
- Coastal Permit Extension – No Change, The 15th renewal of the California Coastal Commission (“CCC”) Coastal Development Permit (“CDP”) Extension was scheduled for review in the February CCC meeting. CCC staff recommended the extension for approval, but the results of the extension have not been received at the time of this report.
- 31 North Vista de Catalina Construction Coordination – No Change
- 32 North Portola – No Change
- Beach Area Runoff – Update: The plan to gravity connect the beach area runoff at the south stairs to the sewer tunnel system continues moving forward. SCWD is leading the design efforts for the new drain line. Coordination with impacted residence began late last month and they seem open to the proposed connection design. Close coordination with SCWD will continue through the construction drawing, permitting and construction phases. We hope to have a design for the beach area runoff connection with estimated costs to the CSD Board by the next CSD meeting.
- 32 South La Senda – Update: A concept plan for extending the existing CSD storm drain line discharging at the top of the bluff below the home at 32 South la Senda was completed in December of last year. Selection of a geotechnical firm to provide soil related design recommendations for the construction drawing phase of the project is underway. One geotechnical proposal has been received. An additional proposal from a geotechnical firm working on the SCWD sewer tunnel will be received next week. Once the second geotechnical proposal is received both proposals will be presented to the CSD Board with a recommended action.

**Announcements** – No announcements were made.

**Attorney Report** – No report was made.

**Adjournment to closed session (5:42pm – 6:48pm):**

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Item 14A) Significant exposure to litigation pursuant to paragraphs (2) and (3) of subdivision (d) of Section 54956.9: (One potential case)

**Treasurers Report:**

1. January 2022 Financial - Board Treasurer, John Dorr, provided an update to the Board on the January 2022 financial statement and noted that the Financials were reviewed and found to be in order. The Board briefly discussed potential increases in interest rates for future investments.

Upon MOTION duly made by John Dorr, Seconded by Gary Rubel and Unanimously Carried, the Board approved the January 2022 financial as presented.

2. Claims for Payment - The Board reviewed the February 2022 Claims for Payment and asked Management to remove items 2471, 2472, and 2473 from the General Fund Claims for Payment.

Upon MOTION duly made by Tim Hamchuk, Seconded by Gary Rubel and Unanimously Carried, the Board approved the General Fund Claims for Payment on February 23, 2022, deducting items 2471, 2472 and 2473 in the amount of \$12,145.93 and the User Fee Claims for Payment on February 23, 2022, in the amount of \$5,443.72.

**Next Meeting:**

The next District Board Meeting is scheduled on Wednesday, March 23, 2022 at 5:00 P.M. at the Three Arch Bay clubhouse located at 50 S. La Senda, Laguna Beach, CA 92651. Meetings are open to the public.

**Adjournment:**

There being no further business to come before the Board, Upon MOTION duly made by Tim Hamchuk, Seconded by Gary Rubel and Unanimously Carried, the Board adjourned the meeting at 6:55 P.M.

ATTEST: \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Title

**Three Arch Bay Community Services District  
Special Board of Directors Meeting  
March 9, 2022**

**Minutes**

THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED  
AND SIGNED BY THE BOARD OF DIRECTORS.

The Three Arch Bay Community Services District Special Board of Directors Meeting was held on March 9, 2022 at 50 S. La Senda, Laguna Beach, CA 92651.

**Directors Present:**

Gary Rubel  
Tim Hamchuk  
John Dorr  
Judy Yorke

**Directors Absent:**

Peter Barker

**Others Present:**

Jeremy Pipp, CMCA – General Manager  
Allison Burns – Legal Counsel

**Call to Order** - The Meeting was called to order by Board President, Gary Rubel at 4:06 P.M.

**Public Comment** – Two members of the public were in attendance. Prior to the start of Public Comment all members of the public in attendance were notified that public comments on all agenda items, as well as public comments not pertaining to agenda items, will be heard during the public forum period. It was also announced that the public comment period is limited to thirty (30) minutes and three (3) minutes per item but that the time could be extended at the Board's discretion.

Two members of the public submitted Public Comment cards wishing to speak on every item on the agenda. It was announced that each speaker would be provided 15 minutes to speak on all agenda items.

Michael Hoch made the following comments: Special Meeting board packet not available on the website; the 3 new agreements totaling over \$1,000,000 were not made available early enough for thorough review; the Special Meeting was being held too early in the day for working people to attend; the new Lease agreement just shifts funds from the TAB CSD to TABA; the security is private security for TABA and not storm drain security; commented on the CSD contract with the security company; questioned whether the CSD obtained bids for the professional services agreement, claims there is a conflict of interest, loopholes to take tax dollars and funnel them to a private entity; commented that there is no transparency, how much do employees make, not releasing personnel salary information leads to suspicion, claims he is disturbed with the new contracts and that they violate section 1090 of the FPCC and urges the Board to table making a decision on the contracts.

David Goldberg made the following comments: applauded the CSD public website; commented that the special meeting agenda was posted with short notice giving the appearance that the TAB CSD meetings are not open to the public; commented that he felt it was odd that during the last CSD meeting the meeting was adjourned to closed session earlier than listed on the published agenda, claims it was an attempt to keep the public out; commented that when he entered the TABA gate in a loaner vehicle he was asked for his name by the guard which he claims is a Brown Act violation; also claimed that a sign-in sheet at the TAB CSD meeting is a Brown Act violation and hopes that these items will be rectified; commented that the CSD board members were in conflict with the new contracts as the Board members are also homeowners in TABA; commented that the CSD legal counsel represents the CSD as a whole and not individual board members; commented on the LAFCO application and the upcoming change in services; made a statement that the CSD GM threatened access to TABA amenities, was this done with CSD authority, suggested that the CSD send a letter to TABA to inform them that they cannot do this; commented that the CSD GM has a clear conflict of interest and that there should be a separate GM as there is in Emerald Bay; expressed concerns with the CSD meetings being held inside a private community and suggested that the meetings be held outside of TABA; questioned why the CSD is still charging a user fee; made a statement that the public will try to access the TABA beach.

**Adjournment to closed session (4:34pm – 4:52pm):**

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Item 14A) Significant exposure to litigation pursuant to paragraphs (2) and (3) of subdivision (d) of Section 54956.9: (One potential case)  
Upon return to open session. General Counsel reported that the Board had given direction to legal counsel and no reportable action was taken.

**New Business**

1. **Consideration of Approval of Amended and Restated Lease Agreement; Professional Services Agreement; and Direction to Legal Counsel to Terminate Existing Lease and Management Agreements with the Three Arch Bay Association** – *(General Manager, Jeremy Pipp, recused himself to avoid even the appearance of impropriety due to his employment by the nonprofit Association and left the room during the discussion and vote)*  
The Board discussed with Legal Counsel the Amended and Restated Lease Agreement and Professional Services Agreement with the Three Arch Bay Association. It was pointed out during the discussion that each member of the District Board of Directors is a nonsalaried member of the nonprofit Association.

Upon MOTION duly made by Judy Yorke, Seconded by John Door and Unanimously Carried, the Board approved the Amended and Restated Lease Agreement and Professional Services Agreement with the Three Arch Bay Association and directed Legal Counsel to issue a Notice of Termination of the Prior Lease and Management Agreement, respectively.

2. **Consideration of Approval of Revised Security Contract with Nordic Security Services** – The Board discussed the revised security contract submitted by Nordic Security Services.

Upon MOTION duly made by Judy Yorke, Seconded by Gary Rubel and Unanimously Carried, the Board approved the revised security contract with Nordic Security Services for full time gate guards and a summer patrol rover in an annual estimated amount of \$571,934.00.

**Next Meeting:**

The next District Board Meeting is scheduled on Wednesday, March 23, 2022 at 5:00 P.M. at the Three Arch Bay clubhouse located at 50 S. La Senda, Laguna Beach, CA 92651. Meetings are open to the public.

**Adjournment:**

There being no further business to come before the Board, Upon MOTION duly made by Judy Yorke, Seconded by John Dorr and Unanimously Carried, the Board adjourned the meeting at 5:02 P.M.

ATTEST: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **THREE ARCH BAY COMMUNITY SERVICES DISTRICT MONTHLY UPDATE**

Date: March 15, 2022  
To: Mr. Jeremy Pipp  
From: R. Steven Austin, PE

### **GENERAL ITEMS**

#### **South La Senda Low Flow Bypass (System 5) – No Change**

The low flow bypass system remains shutdown and the bypass plates installed. The pump will remain off until the middle of April.

#### **Video Inspections of Existing Facilities – No Change**

Systems 3, 6, 7 and 8 were video inspected prior to the rainy season. The results of the inspections show that these systems are in good operating order and no repairs or maintenance are needed.

#### **CDS Unit Inspection – No Change**

Both CDS units were inspected in early October and found to be in good working order. They will be inspected again after the rainy season.

#### **Catch Basin Inspection – No Change**

A biannual inspection of the catch basins and drainage systems was completed by Bistline in late 2021. The catch basins are clear and functioning properly. Continuous inspections by TAB maintenance staff following rain events should be completed through the rainy season to identify any maintenance needs during the rainy season. Following the rainy season, Bistline will complete another system wide inspection.

#### **Coastal Permit Extension – Update**

The 15th renewal of the California Coastal Commission ("CCC") Coastal Development Permit ("CDP") Extension was approved on February 10, 2022 and is extended to August 9, 2022. CCC staff again expressed concerns about a 16<sup>th</sup> extension. The group processing these extensions believes that a letter outlining a timeframe for moving forward with the project and reasons for the delay may allow for another extension.

### **UNIQUE ITEMS**

#### **31 North Vista de Catalina Construction Coordination – No Change**

The site continues to be in relatively good condition from an erosion control standpoint. No further action recommended at this time. We will continue to inspect the property on a monthly basis.



### **32 North Portola – No Change**

A drainage inlet reconstruction bid as well as an exhibit showing the proposed drainage easements were provided to TAB staff in November and can be used in discussions with the property owner.

### **Beach Area Runoff – Update**

The plan to gravity connect the beach area runoff at the south stairs to the sewer tunnel system continues moving forward. SCWD is leading the design efforts for the new drain line. Coordination with impacted residence began two months ago and they seem open to the proposed connection design. Close coordination with SCWD will continue through the construction drawing, permitting and construction phases. We hope to have a design for the beach area runoff connection with estimated costs to the CSD Board as soon as possible.

### **32 South La Senda – Update**

A concept plan for extending the existing CSD storm drain line discharging at the top of the bluff below the home at 32 South la Senda was completed in December of last year. Selection of a geotechnical firm to provide soil related design recommendations for the construction drawing phase of the project is underway. One geotechnical proposal was received last month and submitted to the Board. A second geotechnical proposal was received after the posting date of the last CSD meeting and is included with this report ("LGC Proposal"). Below is a summary of the proposals.

- |                |   |                   |
|----------------|---|-------------------|
| - Terradyne    | - | \$7,950 Fixed Fee |
| - LCG Proposal | - | \$5,000 Fixed Fee |

Our recommendation is to go with the LCG Proposal. LCG has recent experience with the bluff in this location and is the low bidder.

### **DRAINAGE PLAN REVIEWS**

No active drainage plans in review

## Storm Drain Project List

### 2021/2022

- |  |          |
|--|----------|
| 1. 32 N Portola / 27 N. La Senda inlet modifications | \$50,000 |
|--|----------|

### Tentatively Scheduled future projects

- |   |           |
|---|-----------|
| 1. 22 N. Portola – N. La Senda capacity increase (Zevnic)                 | \$200,000 |
| 2. 32 N. Portola install/underground pipe from catch basin (Lohr-Schmidt) | \$300,000 |
| 3. Catch basin outfall enhancement 1 N. La Senda – 10 N. La Senda         | \$100,000 |

Three Arch Bay District  
Properties Which Have Storm Drains

SYSTEM 1

Hammond (58 N. La Senda)  
Cardone (68 N. La Senda)  
Pasin (27 N. La Senda)\*\*  
**Lohr-Schmidt (32 N. Portola)\*\***  
Gordinier, R. (19 N. Encino)  
**Foley (15 N. Callecita)\*\***  
**Calabrese (13 N. Callecita)\*\***  
Prietto (32322 Coast Hwy.)  
Redmond (10 N. Stonington)  
Hopper (8 N. Stonington)

SYSTEM 2

Braff (40 N. La Senda)  
Zevnik (22½ N. Portola)  
Hellewell (21 N. Portola)  
Sugi (16 N. Encino)  
**Marvin (9 N. Encino) or Forman (11 N. Encino)\*\***  
**Kaplan (10 N. Encino)\*\***  
**Lightfoot (7 N. Callecita/32321 Coast Hwy.)\***  
**LaMont & Fogarty (9 N. Callecita)\*\***  
Dahlberg (32325 Coast Hwy.)

SYSTEM 3

**Wills (32 S. La Senda)\*\***  
**Grillo, P. (21 S. La Senda)\*\***  
**Peters (23 S. La Senda)\*\***  
**Loftus (24 S. Portola)\***  
**Cox (26 S. Portola)\***  
**Kruidenier (17 S. Alta Mira)\*\***  
**Durfee, N. (20 S. Encino)\*\***  
**Marcellin (21 S. Encino)\***  
Vermilya, D. (19 S. Callecita)  
Presta (32392 Coast Hwy.)  
**Brower (16 S. Stonington)\***  
Bell (18 S. Stonington)

SYSTEM A

Nord (48 N. Vista de Catalina)  
Perez (35 N. Vista de Catalina)

SYSTEM B

**Markland (88 N. La Senda)**

SYSTEM 5

**Reynolds, T. (17 Bay Drive)\*\***  
Cancellieri (15 Bay Drive)  
Harrison (66 S. La Senda)  
Buckingham (65 S. La Senda)  
Pillsbury (63 S. La Senda)  
Kemp (61 S. La Senda)  
McCredie (59 S. La Senda)  
Wensinger (57 S. La Senda)  
Rowlands (53 S. La Senda)  
Fair (51 S. La Senda)  
Mansour (15 Cabrillo)

SYSTEM 6

Bunker/Gans (39 N. Stonington)  
Blanton (40 N. Vista de Catalina)  
Morell (42 N. Vista de Catalina)  
Gapp (33 N. Vista de Catalina)  
Eidelstein (31 N. Vista de Catalina)  
Gapp (31 1/2 Vista de Catalina)

SYSTEM 7

Mercer (42 N. Stonington)  
**Ceithaml (37 N. Stonington)\*\***  
Hester (38 N. Vista de Catalina)  
Pernick (36 N. Vista de Catalina)

SYSTEM 8

**Arpels (1 North Vista de La Luna)\***  
**Rudometkin (8 Vista Del Sol)\*\***  
Parkin (10 Vista Del Sol)  
**Perelli-Minetti (1 San Clemente)\***  
**Williams (2 San Clemente)\*\***  
**Knight (14 Vista Del Sol)\***  
**Joseph (16 Vista Del Sol)\*\***

SYSTEM C

**Labrecque/Gaff (10 N. La Senda)\*\***

SYSTEM C1 - FUTURE OUTFALL

**Kitchens (16 N. La Senda)\*\***

SYSTEM D

Bennett (107 S. La Senda)

SYSTEM E

Waters (9 La Senda Place)

Homes with storm drains through property (but not under)

**\*\*Homes with, or likely to have storm drains under houses**

**\* Homes possibly with storm drains under houses.**

## CALIFORNIA COASTAL COMMISSION

SOUTH COAST DISTRICT OFFICE  
301 E. OCEAN BLVD., SUITE 300  
LONG BEACH, CALIFORNIA 90802-4830  
PH (562) 590-5071 FAX (562) 590-5084  
WWW.COASTAL.CA.GOV



February 11, 2022

## COASTAL DEVELOPMENT PERMIT EXTENSION

Coastal Development Permit Extension Number: **5-04-089-E15**

Re: Extension Request for Permit Number: **5-04-089-A1**  
Original Permit Expiration Date: August 9, 2007  
Extended Permit Expiration Date: August 9, 2022

Three Arch Bay Community Services District  
5 Bay Drive, Laguna Beach, CA 92651

Dear Three Arch Bay Community Services District:

The Executive Director reported the application to extend the subject coastal development permit to the Commission at its February 10, 2022 meeting. The extension is granted. The permit expires on the Extended Permit Expiration Date indicated above.

Sincerely,

John Ainsworth  
Executive Director

A handwritten signature in cursive script that reads "Chloe Seifert".

Chloe Seifert  
Coastal Program Analyst





**TERRADYNE ENGINEERING, INC.**  
2691 Dow Ave, Suite F  
Tustin, California 92780  
Phone: 657-212-5800  
[www.terradyne.com](http://www.terradyne.com)

January 21, 2022

Three Arch Bay CSD  
5 Bay Drive,  
Laguna Beach, CA 92651

C/O Steve Austin; Advanced Civil Group

**Re: Limited Geotechnical/Geological Investigation Report**

Proposed Storm Drain  
32 South La Senda Drive,  
Laguna Beach, CA 92651  
Terradyne Proposal No.: LP22G005

Three Arch Bay CSD:

As requested, Terradyne Engineering, Inc. (Terradyne) is pleased to submit this proposal for a subsurface exploration & limited geotechnical/geological investigation at the referenced site. Based on information provided, we understand that the proposed project consists of storm drain construction.

A 20-scale topographic survey of the storm drain alignment and a 1" = 5 foot detailed inset and elevation has been provided by Advance Civil Group. Previous as-built storm drain plans showing elevations, or any available from the City of Laguna Beach or the community at Three Arch Bay which would provide additional topographic data may be helpful or provide information for bedrock characterization.

**Objective and Scope**

The objective of the work proposed herein is to characterize the subsurface within the limits of the proposed improvements in a manner sufficient to develop recommendations for geotechnical-related improvements, including foundations and earthwork. To accomplish the above objective, Terradyne will provide the scope of work described below.

1. Task 1, Background Review. Terradyne will review readily available background data regarding the site area, including previous geotechnical reports, topographic maps, geologic data, historical aerial photographs, and development plans for the project. Structural information will be reviewed as it is made available.
2. Task 2, Subsurface Exploration. The subsurface exploration will include the subtasks listed below.
  - a. *Subtask 2-1, Reconnaissance.* Prior to undertaking any exploratory work, Terradyne will conduct a site reconnaissance, including access for proposed engineering boring.
  - b. *Subtask 2-2, Coordination.* Terradyne will coordinate with the owner and owner's agent regarding access and scheduling of fieldwork.
  - c. *Subtask 2-3 Field Exploration.* Terradyne staff will coordinate field exploration activities with subcontracted support personnel from Vascos Excavation Group. Field exploration activities include the preparation of the existing coastal bluff for

reconnaissance mapping. The cover of plants and overburden on the bluff will be removed and hold-fasts will be prepared by support personnel.

- d. Field specimens and bulk samples may be collected for laboratory testing or later reference. An experienced engineering geologist will map the cliff approximately 50 feet on each side of this alignment in accordance with accepted standard of engineering geology practice. Field specimens and bulk samples may be collected for testing or later reference.
3. Task 3, Laboratory Testing. Laboratory testing will address soil index and mechanical characteristics.
  4. Task 4, Engineering Evaluations. The findings of Tasks 1-3 will be utilized to support evaluations directed toward recommendations for geotechnical-related development, including foundations, earthwork, excavation, and construction.
  5. Task 5, Reporting. Terradyne's scope of services will conclude with preparation of a formal written report and providing a record of all work and geotechnical and geological related recommendations for foundations, and earthwork. A detailed work is listed below:
    - a. Preparation of a geotechnical map showing the storm drain alignment.
    - b. A description of the field and laboratory procedures used in the investigation.
    - c. A discussion of the bedrock encountered along and adjacent to the storm drain alignment and measured engineering properties.
    - d. Preparation of a geotechnical strip map showing the types of bedrock encountered and noting bedrock orientation, discontinuities (joint sets, faults, contacts, areas of cementation or erosion).
    - e. A discussion of the corrosivity and chemical attack potential of soil and bedrock, including corrosion and chemical attack mitigation measures, if necessary.
    - f. Recommendations for general site preparation for the storm drain construction, including anchor and strap recommendations, cliff modification and/or preparation, and site drainage.
    - g. Seismic analyses including mitigation recommendations, if required.

A written report will be prepared. Analyses and recommendations in the report will be discussed and coordinated with the project design team during the course of the investigation. The report will be signed and stamped by a Geotechnical Engineer (GE) and Engineering Geologist (CEG) licensed by the State of California. Five copies of the report will be distributed to you.

### **Cost Estimate**

It is proposed that the fee for the performance of the above outlined services be determined on a lump sum basis of **\$7,950** for the soils report. If additional work beyond that outlined in this proposal is desired, Terradyne can provide additional services per separate authorized proposal. The lump sum cost assumes that boring locations are accessible to us and the client will provide permission to enter and access about the site.

### **Cost Estimate Exclusions/Limitations:**

1. Plan Review Sign & Seal by a CA Professional Engineer **\$500 (maximum 1 time fee when plans are received)**.
2. Supplemental reports (including slope stability analysis), review comments response to the City/County or additional investigation that is not covered in this proposal. We will invoice for these services as needed per separate approved proposal by the client.
3. Geotechnical services during construction such as grading observation, foundation excavation, trench backfill and soil compaction testing during construction, etc. (as required by governing agency). Requirements for geotechnical services is the responsibility of the general contractor.

Please note, we complete most of our projects without exceeding the original cost estimate. However, some of the items listed above is possible to be required by agency(s) having jurisdiction in order to complete our investigation.

### **Billing Schedule**

Terradyne will require a retainer of **\$3,950** to cover the field and laboratory expenses. The remainder of the fees will be billed and require payment upon completion and submittal of the geotechnical report.

### **Design and Development Phase Services**

It is usual that Terradyne remains engaged with design and project development following submittal of the Task 5 reporting. Review, post-report modifications to design, and review of permitted design (e.g., foundation and grading plans) commonly drive such work. Written responses to comments by the reviewing agency and attendance at meetings are usual work products during this period following the Task 5 report and prior to construction.

Terradyne proposes to provide its services during the 'design and development phase' on a time and expense basis in accordance with Terradyne's fees outlined in this proposal or proposal for services not addressed in this proposal hereafter. In any case, Terradyne will not proceed with additional billings without your written approval.

Fees accrued during the 'design and development phase', including plan reviews will be billed as these costs accrue in accordance with the fee's addressed in this proposal or per separate proposal per request. Progress billings will be submitted on a monthly basis, with payment due upon receipt.

**Commencement of Work**

Terradyne will proceed with the work once a retainer fee has been received and upon receipt of the signed proposal for this project. At your discretion, Terradyne also accepts personal/business checks from the local and national financial institutions and banks.

Field exploration will take approximately two working days to complete barring unforeseen conditions, adverse weather, contractor related delays, permitting delays, or access delays. Laboratory testing, analyses, recommendations and report preparation will take another 20 working days following the completion of fieldwork. We anticipate a complete report can be ready approximately 4 to 6 weeks following notice to proceed. We can begin our work within 5 working days of your notice to proceed.

**Closing Statement**

This work will be performed in accordance with generally accepted professional engineering geology and geotechnical engineering principles and practice in southern California at this time. We make no other warranty, either express or implied. If the scope of work and cost are acceptable, please complete the attached work order and return one signed copy as authorization to proceed. If additional work beyond the scope of this proposal is required, we will prepare a separate cost proposal.

On behalf of the principals and staff of Terradyne Engineering, thank you for the opportunity to propose on this work. Please contact me if you have questions or need additional services.

Respectfully submitted,  
**Terradyne Engineering, Inc.**



Sean Prenovost,  
Branch Manager

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Remark: Please sign the last page**



## **STANDARD TERMS & CONDITIONS**

**Parties and Scope of Work** Terradyne, LLC shall include said company or its particular subsidiary or affiliate performing the work and owners, employees, partners, members, officers, directors and agents. All work including additional work ordered by client shall also be subjected to these Standard Terms and Conditions. If client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Client shall communicate these Standard Terms and Conditions to each and every third party to whom client transmits any part of Terradyne's work. Terradyne should have no duty or obligation to any third party greater than that set forth in Terradyne's proposal. The ordering of work from Terradyne, or the reliance on any of Terradyne's work shall constitute acceptance of the term of Terradyne's proposal and these Standard Terms and Conditions, regardless of the terms of any subsequently issued document.

**Invoicing & Payment** Invoices are due and payable upon receipt, unless specific arrangements have been made. Accounts become delinquent 30 days after the invoice date. Any balance remaining unpaid on the account 30 days after the invoice date shall be subject to a finance charge, at a periodic rate of 1.50% per month, which is an annual percentage rate of 18%. Terradyne computes the finance charge by applying the periodic rate to the adjusted balance of your account. Taking the balance owed by the client at the end of the previous billing cycle and subtracting all payments and credits received during the present billing cycle determines the balance. To avoid the finance charge, clients must pay the new balance shown on the billing statement within 30 days following the presentation of the billing. The client will be held responsible for any and all costs related to collections, including attorney's fees.

**Confidentiality** Inherent in our dealings with clients, as a third-party independent consulting engineering company, is the confidentiality of all work performed for any client. All plans and/or reports are submitted for the exclusive use of the client to whom it is addressed.

**Prevailing Wages** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services Terradyne is generally exempt from the Davis Bacon Act prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to Terradyne, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstances. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless Terradyne from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

**Reports** The significance of the report is subject to the adequacy and representative character of the samples, and the comprehensiveness of the test, examination or surveys. No quotation from our reports or use of Terradyne name is permitted except as authorized by Terradyne in writing.

**Samples** Sampling and testing is performed in general accordance with applicable standard test methods except when otherwise noted. Samples will be discarded 30 days after completion of the test. Upon written request by the client, Samples will be returned and/or stored at an agreeable charge.

**Property Surveys** The location of existing and proposed improvement; wells and/or drain fields are not the result of a property survey. Improvement locations are approximate. It is the property owner's responsibility to define property boundaries and ensure all onsite improvements are located within the platted site and out of inappropriate easements. All separation distances are to be verified prior to excavation.

**Representations and Limitations of Professional Liability** No representations, expressed or implied, are made or intended by the rendering of consulting services or by the furnishing of oral or written report of the findings and laboratory tests performed. Terradyne makes no implied warranty of fitness for a particular purpose of warranty of merchantability or any other express or implied warranties whatsoever. Terradyne's (including its owners, agents and employees jointly) liability for damages, due to breach of contract, breach of warranty, professional negligence, any act or omission arising out of the performance of this Agreement, or for any and all other reasons whatsoever will be limited to a sum not to exceed \$10,000 or fee paid whichever is greater, and the amount of the limitation of liability shall include liability for attorney's fees, litigation expenses and costs.

**Utilities** Terradyne will contact the local one-call public utility locator service and take reasonable precautions to avoid damage or injury to identified underground structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy of any information provided. Client agrees to hold harmless, defend, and indemnify Terradyne for any damages to underground structures and utilities, and any damage, injury or death arising directly or indirectly there from, which were not identified on the documents furnished, or by local utility identification agencies.

**Delay and Force Majeure** Terradyne will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility companies, unions, organized labor, or inspectors; or other unforeseen contingencies; beyond Terradyne's reasonable control.

**Indemnification** To the fullest extent permitted by law, Client shall hold harmless, indemnify, and defend Terradyne and its owners, partners, members, employees, officers, directors, affiliates, and agents from and against all claims and causes of action for bodily injury, death, property damage, and economic losses that may arise from the performance of services under this Agreement, except where such bodily injury, death or property damage arises directly from the sole negligence, errors, or omissions of Terradyne. Client's agreement to indemnify as stated above in this section includes any indemnifying from, holding harmless for and defending from any liability for claims, damages, attorney's fees, expenses and costs incurred by any third party who asserts a claim against Terradyne in excess of the Limitation of Liability set forth in Limitations of Professional Liability section of the Agreement above.

**Consequential Damages** Client agrees to waive its rights, if any, to recover from Terradyne and its owners, partners, members, employees, officers, directors, affiliates, and agents any consequential damages incurred allegedly as a result of any acts, errors or omissions arising out of the performance of this Agreement, including the right to recover any lost profits, diminution in value, cost overruns, or delay damages.

**Attorney's Fees** In the event of any dispute arising out of this Agreement or the performance of this Agreement leads to litigation or arbitration, the successful or prevailing party to any such dispute will be entitled to recover from the other party the party's reasonable and necessary attorney's fees, expenses and costs incurred as a result of the dispute.

**Dispute Resolution** The parties will attempt to resolve any claim or dispute (whether in contract, tort or otherwise) against the Company, its' agents, employees, successors, assigns or affiliates arising out of or relating to this agreement or the services through mediation utilizing a mutually agreeable mediator, prior to any litigation. Cost of mediation shall be split equally between both parties.

**Litigation Support** If Terradyne is required by operation of law, subpoena, or other legal process to appear, participate, or give testimony as an expert or fact witness, in any legal discovery, administrative, or court proceeding, as a result of the performance of services under this Agreement, Client agrees to compensate Terradyne pursuant to Terradyne's current fee and rate schedule, and to reimburse Terradyne for all reasonable costs and expenses Terradyne may incur in connection with such activities, including the fees of any attorney Terradyne may retain on its own behalf.

**Termination** This agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the agreement. Such termination shall be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, Terradyne shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension of more than three (3) months, prior to completion of all reports contemplated by this agreement, Terradyne may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Terradyne in completing such analyses, records, and reports shall be due and payable by the client upon invoice from Terradyne.

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Signature



February 23, 2022

Project No: 22032-01

***Three Arch Community Services District***

*C/O Advanced Civil Group*

*Mr. Steven Austin*

*30251 Golden Lantern, Suite E, PMB 251*

*Laguna Niguel, CA 92677*

***Subject: Cost Estimate to Provide Geotechnical Recommendations for Proposed Storm Drain Extension at #32 South La Senda Drive, Laguna Beach CA***

**Introduction**

In accordance with your request, LGC Geotechnical is pleased to provide you with this cost estimate to provide you with a brief evaluation of the current storm drain's locations impact to the geotechnical stability of the bluff and residences above and geotechnical parameters for design of the proposed storm drain extension down the bluff outletting close to the beach.

**Anticipated Tasks**

- Site visit to review the existing geotechnical conditions
- Preparation of small geotechnical report outlining our findings and conclusions with regard to the current conditions and preparation of specific geotechnical recommendations for anchoring the proposed new drain to the bluff.
- Responding verbally to geotechnical related questions/confirmation about our report.

**Cost Estimate**

We propose to perform the above-listed geotechnical services on a *fixed fee* basis for an estimated amount of Five Thousand Dollars (\$5,000). This sum will not be exceeded without your authorization.

**Exclusions**

- Response to geotechnical review questions by outside entities
- Specific slope stability analysis and calculations
- Subsurface investigation

**Closure**

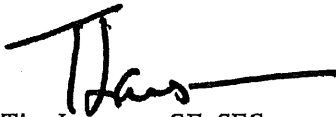
If this proposal meets with your approval, please provide us with the appropriate authorization from your firm.

Our proposed services will be performed to the general standard of care of geotechnical consulting in Southern California; no other warranty is expressed or implied.

We appreciate this opportunity to be of service. Should you have any questions or concerns regarding this proposal, please do not hesitate to contact our office.

Sincerely,

***LGC Geotechnical, Inc.***

A handwritten signature in black ink, appearing to read 'Tim Lawson', with a long horizontal stroke extending to the right.

Tim Lawson, GE, CEG  
Geotechnical Engineer/Geologist

TJL/amm

Attachment: 2021 Professional Fee Schedule  
Terms and Conditions of Authorization

Distribution: (1) Addressee (electronic copy)



## 2021 PROFESSIONAL FEE SCHEDULE GEOTECHNICAL SERVICES

### Professional Billing Rate (per hour)

|  |          |
|--|----------|
| Word Processing.....                     | \$ 65.00 |
| CAD Operator.....                        | 90.00    |
| Junior Field Technician.....             | 90.00    |
| Senior Field Technician.....             | 100.00   |
| Field Technician/Prevailing Wage.....    | 140.00   |
| Staff Engineer/Geologist.....            | 125.00   |
| Senior Staff Engineer/Geologist.....     | 135.00   |
| Field Supervisor/Operations Manager..... | 100.00   |
| Project Engineer/Geologist.....          | 160.00   |
| Senior Project Engineer/Geologist.....   | 175.00   |
| Associate Engineer/Geologist.....        | 195.00   |
| Principal Engineer/Geologist.....        | 250.00   |

### Engineering Equipment

|  |                           |
|--|---------------------------|
| Field Vehicle Usage.....               | \$ 10.00/per hour         |
| Vehicle Mileage.....                   | included in vehicle usage |
| Nuclear Soil Gauge and Inclinator..... | included in hourly rate   |
| Other Monitoring Equipment.....        | Upon Request              |

### Laboratory Tests

|  |          |
|--|----------|
| Moisture Content.....  | \$ 24.00 |
| Moisture and Density (ring samples).....                             | 35.00    |
| Maximum Dry Density (optimum moisture content).....                  | 294.00   |
| Maximum Density Checkpoint.....                                      | 100.00   |
| Sieve Analysis.....  | 165.00   |
| Hydrometer Analysis.....   | 135.00   |
| Sieve and Hydrometer Analysis.....                                   | 220.00   |
| Percent Passing No. 200 Sieve.....                                   | 85.00    |
| Liquid Limit and Plastic Limit.....                                  | 180.00   |
| Liquid Limit - Non-Plastic (1pt).....                                | 100.00   |
| Sand Equivalent.....   | 125.00   |
| Expansion Index.....   | 155.00   |
| Direct Shear (shear rate of 0.05 in./min.).....                      | 345.00   |
| Direct Shear (shear rate of lower than 0.05 in./min.).....           | 415.00   |
| Single Point Shear.....  | 135.00   |
| Unconsolidated Undrained Triaxial Shear.....                         | 205.00   |
| Consolidation (w/o time rate).....                                   | 235.00   |
| w/time rate, add (per increment).....                                | 55.00    |
| w/extra load, add (per load).....                                    | 50.00    |
| Collapse Test (ASTM D4546-B).....                                    | 125.00   |
| R-Value (untreated).....   | 375.00   |
| R-Value (treated).....   | 410.00   |
| Sulfate Content.....   | 95.00    |
| Chloride Content.....  | 85.00    |
| Corrosive Suite (minimum resistivity, pH, sulfate and chloride)..... | 320.00   |
| Organic Matter Content.....  | 85.00    |
| Caltrans 216 Compaction.....   | 300.00   |



### Stipulations

- ♦ All professional rates are accrued from portal to portal.
- ♦ Expert witness testimony, depositions, or mediation conferences, will be billed at 2.0 times the professional billing rate.
- ♦ All geologists, engineers, and technicians will be billed at time-and-a-half for overtime. Overtime is defined as more than 8 hours in one day and any time worked on weekends, state holidays or night shifts. Double time will be billed when more than 12 hours are worked in one day or more than 8 hours on weekends, state holidays or night shifts.
- ♦ Invoices are rendered monthly, payable upon receipt.
- ♦ Proposals are valid for 30 days, unless otherwise stated.
- ♦ Heavy equipment, subcontractor fees and expenses, supplemental insurance, travel, shipping, outside reproduction, and other reimbursable expenses will be invoiced at cost, plus 20 percent.
- ♦ Prior to initiating our field work, client agrees to provide all information in client's possession about actual or possible presence of underground utilities and/or hazardous materials on the site. Client agrees to reimburse LGC Geotechnical for all costs related to unanticipated discovery of utilities and/or hazardous materials.
- ♦ Prior to initiating our field work, client agrees to provide all information in client's possession with regard to restricted entry and/or exploration areas, such as areas of environmental contamination, hazardous soils, sensitive habitat areas, etc. Client agrees to reimburse LGC Geotechnical for all costs related to environmental contamination, hazardous soils, sensitive habitat areas, etc.
- ♦ Client is responsible for providing safe and legal access to the site at all times.
- ♦ LGC Geotechnical will not be liable for any loss, damage or liability to persons or property arising out of performance of our service that is not covered and paid for by our insurance. For any other loss, damage or liability which is not covered by insurance, our liability will be limited to the lessor of either \$10,000 or the total amount paid by client to LGC Geotechnical on the project in question.
- ♦ These rates are based on standard insurance coverage. If higher insurance limits are required client should discuss these limits, and the associated cost, with LGC Geotechnical prior to the initiation of our services.
- ♦ LGC Geotechnical's services will be performed in accordance with generally accepted standards of care and diligence normally practiced by geotechnical consulting firms performing services of a similar nature in Southern California. No other warranty, either expressed or implied, is included or intended in LGC Geotechnical's proposals, contracts, reports, etc.
- ♦ Quoted laboratory test rates assume samples are free of hazardous materials. Handling and testing of samples containing hazardous materials may include additional costs.

### Terms and Conditions of Authorization

This Agreement ("Agreement"), effective this 23<sup>rd</sup> day of February 2022, is made by and between LGC Geotechnical, Inc. ("Consultant" or "LGC") and Three Arch Community Services District ("Client") (collectively, the "Parties") for the Scope of Services referenced in the attached Proposal and according to the terms and conditions recited below.

1. Consultant shall serve the Client by providing professional counsel and technical advice regarding subsurface conditions (more particularly described in Proposal 22032-01, attached hereto) ("Project"). This counsel and advice is based on information furnished by the Client and data collected by the Consultant. The Consultant will use its professional judgment and will perform its services using that degree of care and skill ordinarily exercised under similar circumstances, by reputable Geotechnical Engineers and/or Engineering Geologists practicing in the Southern California area or similar localities.
2. Consultant shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, and Client agrees to defend and indemnify Consultant against any claims, demands, or liability arising out of or contributed to by such information.
3. Unless otherwise negotiated in writing, Client agrees to limit any and all liability, claim for damages, cost of defense, or expenses to be levied against Consultant on account of design defect, error, omission, or professional negligence to a sum not to exceed twice the fee paid or \$10,000, whichever is less. Further, Client agrees to notify any construction contractor or sub-contractor who may perform work in connection with any design, report or study prepared by Consultant of such limitation of liability for design defects, errors, omissions, or professional negligence and require as a condition precedent to their performing the work a like limitation of liability on their part as against Consultant. In the event Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions or professional negligence, any liability of Client and the Consultant to such contractor or sub-contractor arising out of negligence shall be allocated between the Client and the Consultant in such a manner that the aggregate liability of Consultant for such design defect to all parties, including the Client, shall not exceed twice the fee paid or \$10,000, whichever is less.
4. No warranty, express or implied, of merchantability or fitness, is made or intended in connection with the work to be performed by Consultant or by the Proposal for consulting or other services or by the furnishing of oral or written reports or findings made by Consultant.
5. Client shall grant free access to the Project site for all necessary equipment and personnel. Client shall notify any and all possessors of the Project site that Client has granted Consultant free access to the Project site at no charge to Consultant, unless specifically agreed to otherwise in the letter of proposal attached hereto.
6. Client shall locate for Consultant and shall assume responsibility for the accuracy of Client's representations as to the locations of all-underground utilities and installations. Consultant will not be responsible for damage to any such utilities or installations not so located.
7. Consultant agrees to cover all open test holes and place a cover to carry a 200-pound load on each hole prior to leaving the Project site unattended. Consultant agrees that all test holes will be backfilled upon completion of the job. Client acknowledges and understands that material utilized to backfill borings/trenches will settle over time. Client agrees to monitor and maintain backfill levels as necessary. Client agrees to defend and indemnify consultant for all claims, demands, and liabilities arising from any settlement of backfill material.
8. Consultant will not be responsible for the general safety of other persons or equipment on the job (Project site), nor the work of other contractors and third parties.
9. Consultant will be excused for any delay in completion of the Agreement caused by: (a) acts of god; (b) acts of Client or Client's agent(s) or representatives(s); (c) stormy weather; (d) labor trouble/issues; (e) acts of public utilities, public bodies or inspectors; (f) extra work; (g) failure of Client to make payments promptly; or (h) other contingencies unforeseen by Consultant and/or beyond the reasonable control of Consultant.
10. In the event that either party desires to terminate this Agreement prior to completion of the Project, a 7-day advanced written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies Consultant of such intention to terminate Consultant's services prior to completion of the Project, Client hereby acknowledges and understands that further Project analysis and preparation and organization of records will be necessary to, among other things, place Project files in order, dispose of samples, put equipment in order, and (where considered necessary to protect Consultant's professional reputation) complete a report on the work performed to date. In the event that Consultant incurs any costs or expenses in Client's termination of this Agreement, Client agrees to pay Consultant a termination charge to cover such costs and expenses.
11. If Client is a corporation or other business entity, the individual or individuals that sign this Agreement on behalf of Client guarantee that Client will perform its duties under this Agreement. The individual or individuals so signing this Agreement warrant that they are duly authorized agents of Client.
12. Any notice required or permitted under this Agreement may be given by ordinary U.S. mail at Client's address noted below and Consultant's business address, but such addresses may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail. This agreement shall be deemed to have been entered into in the County of Orange, State of California.
13. Binding Arbitration / Waiver of Jury Trial: Should any dispute arise between Client and Consultant that cannot be resolved by negotiation among the Parties, then the matter shall be resolved by a Judicial Arbitration and Mediation Services ("JAMS") neutral located in Orange County, California, and specifically a retired Judge with considerable experience in the resolution of construction and engineering disputes. *By signing below the Parties acknowledge that they have read, understood and accept that they are voluntarily waiving their right to a jury trial*, that each party's discovery and appeal rights will be limited, and that each party agrees to binding arbitration in accordance with the laws of the State of California.
14. This Agreement is the entire agreement of the Parties and supersedes all agreements previously made between the Parties relating to its subject matter. There are no other understandings or agreements between Client and Consultant.

Client Contact Information: Three Arch Community Services, C/O Advanced Civil Group, Mr. Steven Austin, 30251 Golden Lantern, Suite E, PMB 251, Laguna Niguel, CA 92677

LGC's Scope of Services includes: Please see our proposal dated February 23, 2022 (Project No. 22032-01).

*These services shall be undertaken on a fixed fee amount of Five Thousand Dollars (\$5,000). Payment is to be made within 30 days after receipt of invoice. Consultant agrees not to exceed the total without prior written notification.*

Client Authorization (Please Print): \_\_\_\_\_ Title: \_\_\_\_\_

Client Authorization Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Consultant Authorization: Kevin B. Colson Title: Vice President

Consultant Authorization Signature: \_\_\_\_\_ Date: \_\_\_\_\_

THREE ARCH BAY  
COMMUNITY SERVICES DISTRICT  
5 BAY DRIVE, LAGUNA BEACH, CALIFORNIA 92651-6780  
(949) 499-4567 FAX: (949) 499-2352

**DATE:** March 23, 2022

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Consideration of Appointment Process and Nomination Period for the  
OC LAFCO Regular and Alternate Special District Member Seats

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**RECOMMENDATION**

That the Board of Directors approve the appointment of a regular and alternate voting member for the Declaration of Qualification to Vote for the OC LAFCO regular and alternate special district seats.

**FISCAL IMPACT**

None

**BACKGROUND**

The nomination period for the Orange County Local Agency Formation Commission (OC LAFCO) Regular and Alternate Special District Member seats is now open. The OC LAFCO Executive Officer will accept nominations for the regular and alternate special district seats from March 14 through April 22, 2022. The current terms for these seats expire June 30, 2022.

The appointment process for the OC LAFCO special district seats is governed by Government Code Section 56332 and the Independent Special District Selection Committee Bylaws. In accordance with the statute and the Committee's Bylaws, the appointment process is conducted by mailed ballot.

- (1) The "**Declaration of Qualification to Vote**" for designating the authorized regular voting member and alternate voting member of the district for this appointment process. Please note that, in accordance with the Independent Special District Selection Committee Bylaws, if OC LAFCO does not receive the form by this date, the district will be ineligible to vote.
- (2) The "**2022 Nomination Forms**" for submitting a candidate's name for the Regular and Alternate Special District seats. If the district is nominating a candidate for one or both seats, the form(s) must be filled out completely and returned to OC LAFCO by 3 PM on Friday, April 22, 2022. Candidate resumes or other supplemental information may be attached to the nomination form(s) and these materials will be distributed with the respective ballot.

Prepared and Submitted by:

Jeremy Pipp  
General Manager, Three Arch Bay Community Services District



March 14, 2022

REGULAR MEMBERS

CHAIR

**Douglass Davert**  
Special District Member

VICE CHAIR

**Donald P. Wagner**  
County Member

IMMEDIATE PAST CHAIR

**Derek J. McGregor**  
Public Member

**Lisa Bartlett**  
County Member

**Wendy Bucknum**  
City Member

**James Fisler**  
Special District Member

**Mike Posey**  
City Member

ALTERNATES

**Andrew Do**  
County Member

**Kathryn Freshley**  
Special District Member

**Peggy Huang**  
City Member

**Lou Penrose**  
Public Member

STAFF

**Carolyn Emery**  
Executive Officer

**Scott Smith**  
General Counsel

TO: Independent Special Districts Presiding Officers

FROM: Carolyn Emery, Executive Officer

SUBJECT: **Appointment Process and Nomination Period for the OC LAFCO Regular and Alternate Special District Member Seats**

The nomination period for the Orange County Local Agency Formation Commission (OC LAFCO) Regular and Alternate Special District Member seats is now open. The OC LAFCO Executive Officer will accept nominations for the regular and alternate special district seats from **March 14 through April 22, 2022**. The current terms for these seats expire June 30, 2022.

The appointment process for the OC LAFCO special district seats is governed by Government Code Section 56332 and the Independent Special District Selection Committee Bylaws. In accordance with the statute and the Committee's Bylaws, the appointment process is conducted by mailed ballot and attached to this notification are the following:

(1) The **"Declaration of Qualification to Vote"** for designating the authorized regular voting member and alternate voting member of your district for this appointment process. This form must be returned to OC LAFCO no later than **3 PM on Friday, April 22, 2022**. Please note that, in accordance with the Independent Special District Selection Committee Bylaws, if OC LAFCO does not receive the form by this date, your district will be ineligible to vote.

(2) The **"2022 Nomination Forms"** for submitting a candidate's name for the Regular and Alternate Special District seats. If your district is nominating a candidate for one or both seats, the form(s) must be filled out completely and returned to OC LAFCO by **3 PM on Friday, April 22, 2022**. Candidate resumes or other supplemental information may be attached to the nomination form(s) and these materials will be distributed with the respective ballot.

The Declaration and nomination form(s) may be returned to OC LAFCO at any of the following:

Email: [ccarter-benjamin@oclafco.org](mailto:ccarter-benjamin@oclafco.org)

Mail: Orange County Local Agency Formation Commission  
2677 North Main Street, Suite 1050  
Santa Ana, CA 92705  
Attn: Cheryl Carter-Benjamin, Commission Clerk

FAX: (714) 640-5139  
Attn: Cheryl Carter-Benjamin, Commission Clerk

For your reference, a timeline of key dates for the appointment process is shown below:

| <i>Appointment Process Schedule<br/>for OC LAFCO Regular and Alternate Special District Member Seats</i>  |                              |
|---|------------------------------|
| <b>ACTION</b>   | <b>DATE</b>                  |
| OC LAFCO Executive Officer emails notification letters with nomination forms and Declaration of Qualification to Vote to independent special district presiding officers (c/o the clerk of the district) and special district general managers. | <b>March 14, 2022</b>        |
| Deadline for submitting nominations and Declaration of Qualification to Vote for the Regular Special District and Alternate Special District members to OC LAFCO by 3:00p.m.*   | <b>April 22, 2022 (3 PM)</b> |
| Ballot emailed to all special district presiding officers/designees (c/o clerk of the district).  | <b>May 2, 2022</b>           |
| Ballot due to OC LAFCO by 3:00 p.m.   | <b>June 3, 2022 (3 PM)</b>   |
| OC LAFCO staff tabulates ballots and announces results.   | <b>June 7, 2022</b>          |
| Oath of Office Administered (Commission Hearing).   | <b>July 13, 2022</b>         |
| <i>* Pursuant to Government Code Section 56332(c)(1), if only one candidate is nominated for a vacant seat, that candidate shall be deemed selected with no further proceedings.</i>  |                              |

Should you have any questions, please contact our Commission Clerk Cheryl Carter-Benjamin at (714) 640-5100 or by email at [ccarter-benjamin@oclafco.org](mailto:ccarter-benjamin@oclafco.org).

Attachments:

1. Declaration of Qualification to Vote
2. 2022 Nomination Forms – Regular and Alternate Special District Member

cc: Special District General Managers  
Clerks of the Districts

## **DECLARATION OF QUALIFICATION TO VOTE**

*Gary Rubel Presiding Officer*

*Three Arch Bay Community Services District*

I, \_\_\_\_\_, \* hereby attest that  
\_\_\_\_\_ \*\*has been authorized by the Board of  
\_\_\_\_\_ to vote in the OC LAFCO Special  
District Selection Committee election as the regular voting member.

The Board also designated \_\_\_\_\_ \*\*as the alternate  
voting member.

**Name and Title\*:** \_\_\_\_\_

**Signature\*:** \_\_\_\_\_

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

*\*Declaration MUST be signed by either Board President or Board Secretary*

*\*\* Must be a member of the Board*

**Completed forms must be received by OC LAFCO by 3 PM, Friday, April 22, 2022.**  
**Forms must be delivered to OC LAFCO by:**

(1) Email at: [ccarter-benjamin@oclafco.org](mailto:ccarter-benjamin@oclafco.org), or

(2) Mail at: Orange County Local Agency Formation Commission  
2677 North Main Street, Suite 1050  
Santa Ana, CA 92705  
Attn: Cheryl Carter-Benjamin, or

(3) FAX at: (714) 640-5139, Attn: Cheryl Carter-Benjamin

# 2022 NOMINATION FORM

Candidate for the Orange County Local Agency Formation Commission (OC LAFCO)

**CANDIDATE INFORMATION FOR REGULAR SPECIAL DISTRICT MEMBER:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DISTRICT: \_\_\_\_\_

☐ Check box if resume or statement of qualifications is attached.

**SPECIAL DISTRICT SELECTION COMMITTEE MEMBER SUBMITTING NOMINATION**

*(Must be the presiding officer or a designated alternate board member.)*

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DISTRICT: \_\_\_\_\_

A resume or other supplemental information about the candidate may be included and will be distributed with the ballot. The completed nomination form and any supplemental information must be returned to OC LAFCO by **3:00 p.m. on Friday, April 22, 2022** by:

1. Email at: [ccarter-benjamin@oclafco.org](mailto:ccarter-benjamin@oclafco.org), or
2. Mail at: Orange County Local Agency Formation Commission  
2677 North Main Street, Suite 1050  
Santa Ana, CA 92705  
Attn: Cheryl Carter-Benjamin, or
3. Fax at: (714) 640-5139, Attn: Cheryl Carter-Benjamin

***Nomination forms or candidate information received after the deadline will not be considered.***

# 2022 NOMINATION FORM

Candidate for the Orange County Local Agency Formation Commission (OC LAFCO)

**CANDIDATE INFORMATION FOR ALTERNATE SPECIAL DISTRICT MEMBER:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DISTRICT: \_\_\_\_\_

☐ Check box if resume or statement of qualifications is attached.

**SPECIAL DISTRICT SELECTION COMMITTEE MEMBER SUBMITTING NOMINATION**  
(Must be the presiding officer or a designated alternate board member.)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DISTRICT: \_\_\_\_\_

A resume or other supplemental information about the candidate may be included and will be distributed with the ballot. The completed nomination form and any supplemental information must be returned to OC LAFCO by **3:00 p.m. on Friday, April 22, 2022** by:

1. Email at: [ccarter-benjamin@oclafco.org](mailto:ccarter-benjamin@oclafco.org), or
2. Mail at: Orange County Local Agency Formation Commission  
2677 North Main Street, Suite 1050  
Santa Ana, CA 92705  
Attn: Cheryl Carter-Benjamin, or
3. Fax at: (714) 640-5139, Attn: Cheryl Carter-Benjamin

***Nomination forms or candidate information received after the deadline will not be considered.***

THREE ARCH BAY  
COMMUNITY SERVICES DISTRICT  
5 BAY DRIVE, LAGUNA BEACH, CALIFORNIA 92651-6780  
(949) 499-4567 FAX: (949) 499-2352

**DATE:** March 23, 2022

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Consideration of Draft CSD security Policies

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**RECOMMENDATION**

That the Board of Directors approve the draft CSD security policies which will be used in conjunction with the existing security post orders.

**FISCAL IMPACT**

None

**BACKGROUND**

Director Yorke prepared a draft set of security policies for the Board's review and consideration. These policies would be used by the security team and would be complimentary to the existing security post orders. A copy of the existing post will be available at the meeting if needed.

Prepared and Submitted by:

Jeremy Pipp  
General Manager, Three Arch Bay Community Services District

DRAFT



**THREE ARCH BAY  
COMMUNITY SERVICES DISTRICT**

**SECURITY POLICIES**

MARCH 2022

## BACKGROUND

The Three Arch Bay Community Services District (TAB CSD) was founded in 1957 with the purpose of providing services to the community, including “protection to protect and safeguard life and property.” This service was reaffirmed in 2005, when the State required an inventory of all CSD services, where the TAB CSD declared that the TAB CSD provided “security” and storm drain services.

Now, more than ever, the Three Arch Bay Community requires diligent security services. Even with our efforts, in the past six months alone, there have been car thefts, property thefts, vandalism, inebriated and threatening individuals, dog attacks and other threats to the safety and security of the property, residents, and visitors. Our mission to provide Security to protect and safeguard life and property is critical for our community.

## PROACTIVE, PROFESSIONAL SECURITY

These Policies, of the TAB CSD, are to provide the TAB Community with professional and proactive Security, whose mission is to protect life and private property within the TAB Community. TAB CSD Security shall be conducted in a professional, positive manner. Whenever law enforcement or emergency services are needed, TAB CSD Security shall notify the appropriate agency and assist as requested.

## PROPERTY AND LIFE PROTECTION

The purpose of the TAB CSD Security policies are to provide a safe and secure environment for the community. The private property of the residents and community of Three Arch Bay is to be proactively protected from anyone who is trespassing on private property within the Three Arch Bay CSD boundaries.

TAB CSD Security should provide efficient and professional entry for authorized individuals per the policies contained in this document. These policies may be updated from time to time, as determined by the TAB CSD Board of Directors.



## TAB COMMUNITY PRIVATE PROPERTY ENTRY MANAGEMENT

Vehicles entering the TAB Community shall be verified\*<sup>1</sup> to be owner/resident-authorized and in conformance with these security policies, before entering the private property of the TAB Community. Pedestrian or others, not entering in a vehicle, requesting to enter shall be verified to be owner/resident-authorized and in conformance with these security policies, before entering the private property of the TAB Community.

All Law Enforcement, State, County, City and/or Utility Vehicles<sup>2</sup>, Firefighters, Paramedics, and other emergency services, in the performance of their duties, and other Three Arch Bay Community Services District approved service/delivery vehicles, shall be allowed to enter.

Service and/or delivery vehicles shall be allowed to enter<sup>3</sup>, and maybe monitored to ensure exiting upon completion of service/delivery and/or compliance with TAB CSD policies:

- Package delivery services such as United Parcel Service, FedEx, DHL, Airborne Express, California Overnight, etc.;
- Newspaper delivery services (no collections or solicitations allowed);
- School Buses;
- Waste Disposal (including sewage removal) vehicles; and
- Street Cleaners.

Authorized Landscaping/Outdoor Service and Construction vehicles shall be allowed to enter Three Arch Bay only<sup>4</sup> during work hours of Monday through Friday from 7:30 a.m. to 5:00 p.m, excluding holidays. Construction vehicles shall be allowed to enter for a period not to exceed 30 days.

Landscaping/Outdoor Service and Construction personnel may be called in as a guest to owner or resident's private property on a weekends or holidays for supervision or quotes, etc., but may not perform construction/mechanized work on weekends or holidays.

Compliance oversight of Construction Contractor Rules to ensure the safety and security of all residents shall be provided by TAB CSD Security. For example, TAB CSD Contractor Safety and Security Rules will include, but are not limited to, limitations set by TAB CSD Management for: speed, obstructions, parking, over-weight or sized vehicles, staging of equipment and materials, placement of toilets, clean-up of debris ("track-out"), loud noise, etc., and shall be noticed and managed daily by TAB CSD Security as a part of authorization and re-authorization for entry of Contractors.

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<sup>1</sup> Including Pick-ups and drop off's such as Taxi's, Safe Ride, Uber/Lyft cab and any form of shuttle service.

<sup>2</sup> e.g., Police, State, County, or City official's vehicles, City of Laguna Beach City Counsel or Architectural Review Board members; Water Districts; Fire Departments; Coroners, US Census Bureau Census Takers, Electric Power, Telephone, Cable Communications, etc.

<sup>3</sup> Except when otherwise provided in these policies for special events (e.g., Fourth of July).

<sup>4</sup> Plumbers, Electricians, etc. shall be allowed in on weekends and holidays to perform emergency work, when emergency verification is provided by the TAB citizen.

For TAB CSD Meetings, any member of the public shall be allowed to access to the Clubhouse at 50 S La Senda Drive, to attend the TAB CSD Meetings. Public attendees of TAB CSD Meetings are not granted general access to private property within the TAB Community, and should exit immediately following their attendance.

As provided for in the Code of Civil Procedure (Section 415.21), process servers shall be allowed entry solely for the purpose of serving legal documents. TAB CSD shall not participate in any way and shall not accept service on behalf of any individual or any resident. The same policies will apply with respect to admittance of a person attempting to post a property in connection with a foreclosure proceeding.

Real estate agents shall be provided access to owner-authorized properties for sale or rent, in a manner that ensures security and privacy for the other TAB Community residents.

## SECURITY SPECIFIC POLICIES

TAB CSD Security shall report individuals trespassing on private property to Law Enforcement for citation and prosecution under the laws of Laguna Beach and the State of California. For individuals who may be trespassing, prior to reporting to law enforcement, TAB CSD should advise and inform them of their opportunity to leave private property. All trespassers shall be escorted from the private property.

Owners/ residents may call in the names for resident-hosted events with a maximum of nine guest vehicles. Resident-hosted events involving 10 to 25 guest vehicles require a party/event list with a stamped approval by the TAB CSD Office staff. For resident-hosted events involving more than 25 guest vehicles, the resident shall make arrangements for a shuttle service to pick up guests parked outside the Three Arch Bay Community, and transport them into the Community.

All guests, service, and construction workers shall be provided with a printed pass, to place on their dashboard, and shall be advised of the relevant security policies and that they must adhere to the established speed limit and that they must abide by the laws of the California Vehicle Code, including not blocking sidewalks and driveways.

On the 4<sup>th</sup> of July, extra security measures shall be taken to ensure the safety and security of the Community - before, during, and after 4<sup>th</sup> of July festivities. Entry shall be limited to:

- Individuals wearing a valid 4<sup>th</sup> of July wristband (residents and/or guests);
- TAB Community owner/resident vehicles (or golf carts) and guest vehicles showing a valid 4<sup>th</sup> of July vehicle sticker;
- Verified TAB Community resident Care-givers;
- Law enforcement or other Emergency Services vehicles; and
- Vehicles called in for Emergency maintenance at a residence.

TAB CSD Security in and/or around the TAB Community shall be provided to be a visible presence, observe and report to law enforcement when needed: suspicious activities, underage

drinking, drug use and/or drug dealing, vandalism, problem pet issues, and any other security and/or safety concerns. TAB CSD Security does not provide lifeguard services nor a rescue services.

TAB CSD Security will inform pet owners of TAB CSD Pet Security rules<sup>5</sup> when pets are not within their private property:

- September 11th through June 14th dogs are allowed in Community open spaces<sup>6</sup> without time restriction;
- June 15th through Sep 10th dogs are not allowed in Community open spaces from 9AM to 6PM;
- Pets must be on a leash at all times; and
- Owners must pick up pet waste.

Video footage from the gate cameras shall only be released to Law Enforcement officials in connection with a documented incident involving a police report, or as directed specifically by Three Arch Bay CSD Management.

TAB CSD Security patrols shall provide a highly visible, responsive mobile unit to react to any security breaches or issues that may arise in the Three Arch Bay Community. The TAB CSD Security team will also provide on-site supervision to other contracted Security services. A Patrol Supervisor shall be the on-site lead and security coordinator for contracted Security services – including gate and standing patrols. The Patrol Supervisor shall conduct random, mobile and walking patrols of the upper and lower property of Three Arch Bay, respond to any reports of disturbances, issues, or breaches and any other safety / security issues that arise.

Extra guards may be contracted by TAB CSD for holidays such as Halloween, 4<sup>th</sup> of July, or Labor Day, special events such as slurry seal of the streets, or for any other purpose deemed necessary. These special guards shall be given specific instruction by the TAB CSD Management.

Courtesy citations may be issued to track immediate or recurring security and/or unsafe issues that warrant TAB CSD Management attention. Issues that may be cited may include, but are not limited to: underage drivers operating golf carts, parking in front of fire hydrants or red curbs, obstructing driveways, abandoned vehicles, Construction Contractor Rules compliance, etc. TAB CSD Management will discuss and seek to resolve the issues with the appropriate owners/residents, and if unresolved will inform and discuss with TAB CSD Board or refer to law enforcement.

The TAB CSD Security team shall dress in a uniform and professional looking manner and their operations shall be conducted in accordance with Federal, State, and Local laws. Misconduct of any kind will not be tolerated.

Property owner/resident's personal information shall be protected and remain private and

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<sup>5</sup> Per Laguna Beach Municipal Codes 6.16.010, 6.16.110 and 6.16.020, among others.

<sup>6</sup> Not including road and other walkways.

confidential.

THREE ARCH BAY  
COMMUNITY SERVICES DISTRICT  
5 BAY DRIVE, LAGUNA BEACH, CALIFORNIA 92651-6780  
(949) 499-4567 FAX: (949) 499-2352

**DATE:** March 23, 2022

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Consideration of Vehicle Damage Reimbursement Request

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**RECOMMENDATION**

That the Board of Directors consider the repair costs for a gate arm strike which resulted in vehicle damage to the passenger side of a guest vehicle in an amount of \$3,619.22 and provide direction to Management.

**FISCAL IMPACT**

The total cost for repair is \$3,619.22.

**BACKGROUND**

On February 10, 2022 TAB Security received a complaint from a guest entering the TAB upper gate concerning damage to the passenger side of their vehicle. The vehicle is a Red Chevrolet Avalanche which was allegedly damaged while entering the upper gate. A resident vehicle entered the community and the resident gate arm closed after the vehicle had entered. The Red Chevrolet Avalanche was in the guest lane and when it proceeded to enter the community the vehicle drove into the middle of the driveway. There currently are white lane delineators and a concrete divider to identify your lane upon arrival. When the resident gate arm closed, due to the vehicle being in the middle of the driveway the gate arm closed on the passenger side of the vehicle. There is security footage available of the incident.

The guest is claiming that the damage was the fault of TAB and would like to be paid for the repairs needed to their vehicle.

Prepared and Submitted by:

Jay Owens  
Security Manager, Three Arch Bay Community Services District





# THREE ARCH BAY

5 BAY DRIVE, LAGUNA BEACH, CALIFORNIA 92651-6780  
(949) 499-4567 FAX: (949) 499-2352

## INCIDENT REPORTS

DAY DATE & TIME OF INCIDENT: February 10, 2022/ 1141

REPORT # 22-021022-1430

## REPORTING PARTY

NAME: Teresa MaFara

ADDRESS:

PHONE: ☒ CELL ☐ HOME ☐ BUS (714) 321-4187

NAME:

ADDRESS:

PHONE: ☐ CELL ☐ HOME ☐ BUS

## INCIDENT TYPE

LOCATION OF INCIDENT: 21 Bay Drive

### TYPE OF INCIDENT:

☒ Property Damage / Vandalism

☐ Burglary

☐ Assault / Battery

☐ Noise Complaint

☐ Theft

☐ Suspicious Circumstances

☐ Parking Violation – Construction Site

☐ Emergency Vehicle Response

☐ Trespassing

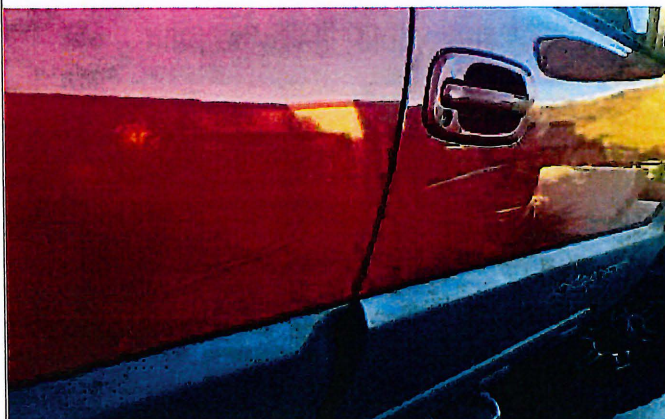
☐ Medical Aid

☐ Animal Violation

☐ Alarm

## INCIDENT DESCRIPTION / PICTURES

On February 10, 2022, at approximately 1430 a Red Chevrolet Avalanche with license plate 09585D3 made contact with the resident gate arm and scratched the passenger side of the vehicle. Teresa Mafara, a guest of 26 Vista Del Sol, was the driver of the vehicle at the time of the incident. We have white lane delineators and concrete dividers in between the guest lane and the resident lane that clearly mark the designated lane. Teresa was driving in the guest lane. A Black Ford Raptor passed in the resident lane. The Black Ford Raptor's transponder activated the gate antenna and opened the resident gate arm. The Ford Raptor entered the community gate arm closed behind the vehicle. Teresa drove into the middle of the driveway so when the gate arm closed it scratched the passenger side of her vehicle because she didn't stay inside of her lane. If you look at the photos attached, you can see the vehicle is in the middle of the driveway at the point of contact which exceeds the white markers and concrete divider.

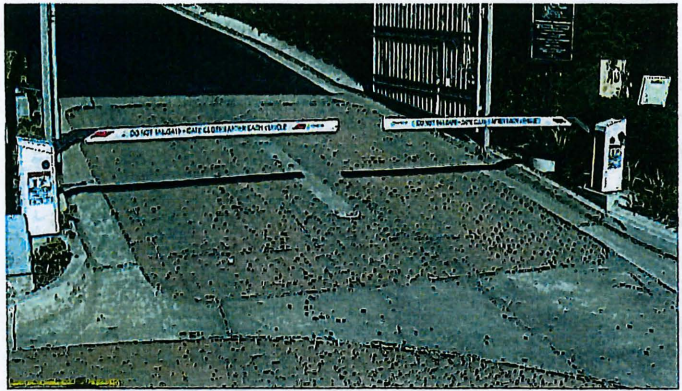






# THREE ARCH BAY

5 BAY DRIVE, LAGUNA BEACH, CALIFORNIA 92651-6780  
(949) 499-4567 FAX: (949) 499-2352





## FIX AUTO - YORBA LINDA

22951 Savi Ranch Pkwy, Yorba Linda, CA 92887  
Phone: (714) 283-0660  
FAX: (714) 283-0663

Workfile ID: bb39c1e3  
Federal ID: 47-3595252  
Resale Number: SREA 97-277598  
State EPA: CAL000455908  
License Number: 26738  
BAR: ARD00203983

### Preliminary Estimate

**Customer: MAFARA, TERESA**

Written By: Pamela Zuniga

Insured: MAFARA, TERESA  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #: COD  
Days to Repair: 0

**Owner:**  
MAFARA, TERESA  
6640 LEAFWOOD DR  
ANAHEIM, CA 92807  
(714) 321-4187 Cell

**Inspection Location:**  
FIX AUTO - YORBA LINDA  
22951 Savi Ranch Pkwy  
Yorba Linda, CA 92887  
Repair Facility  
(714) 283-0660 Business

**Insurance Company:**  
CUSTOMER PAY

### VEHICLE

2002 CHEV Avalanche 1500 Crew Cab 130" WB 4D P/U 8-5.3L Gasoline SFI

VIN: 3GNEC13T32G355971  
License:  
State: CA

Interior Color:  
Exterior Color:  
Production Date:

Mileage In:  
Mileage Out:  
Condition:

Vehicle Out:  
Job #:

#### TRANSMISSION

Automatic Transmission  
Overdrive

#### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat

#### DECOR

Dual Mirrors

Privacy Glass

Overhead Console

#### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center

#### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

#### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags

#### SEATS

Cloth Seats  
Reclining/Lounge Seats

#### WHEELS

Aluminum/Alloy Wheels

#### PAINT

Clear Coat Paint

#### OTHER

Fog Lamps

#### TRUCK

Rear Step Bumper  
Trailer Hitch  
Trailer Package  
Hard Tonneau Cover  
Running Boards/Side Steps



# Preliminary Estimate

**Customer: MAFARA, TERESA**

2002 CHEV Avalanche 1500 Crew Cab 130" WB 4D P/U 8-5.3L Gasoline SFI

| Line             | Oper              | Description   | Part Number | Qty | Extended Price \$ | Labor       | Paint      |
|------------------|-------------------|---|-------------|-----|-------------------|-------------|------------|
| 1                | #                 | ***ADDITIONAL DAMAGE MAY<br>BE FOUND UPON<br>DISASSEMBLY*** |             | 1   |                   |             |            |
| 2                | <b>FRONT DOOR</b> |   |             |     |                   |             |            |
| 3                | *                 | Rpr RT Door shell Avalanche w/o<br>cladding                 |             |     |                   | 10.0        | 2.5        |
| 4                |                   | Add for Clear Coat  |             |     |                   |             | 1.0        |
| open             |                   | Repl RT Cladding  | 15086537    | 1   | 158.05            | 0.4         |            |
| 6                |                   | Repl RT Body side mldg                                      | 15169406    | 1   | 255.00            | 0.3         |            |
| open             |                   | Repl RT Belt w/strip  | 10363025    | 1   | 82.43             | 0.3         |            |
| 8                |                   | R&I RT Mirror assy Avalanche                                |             |     |                   | 0.4         |            |
| 9                |                   | R&I RT Handle, outside Avalanche<br>black                   |             |     |                   | 0.4         |            |
| 10               |                   | R&I RT R&I trim panel                                       |             |     |                   | 0.5         |            |
| 11               | <b>REAR DOOR</b>  |   |             |     |                   |             |            |
| 12               | *                 | Rpr RT Door shell Avalanche w/o<br>cladding                 |             |     |                   | 7.0         | 2.5        |
| 13               |                   | Overlap Major Adj. Panel                                    |             |     |                   |             | -0.4       |
| 14               |                   | Add for Clear Coat  |             |     |                   |             | 0.4        |
| open             |                   | Repl RT Belt w/strip  | 15136070    | 1   | 91.92             | 0.3         |            |
| 16               |                   | Repl RT Cladding  | 15086526    | 1   | 380.08            | 0.3         |            |
| 17               |                   | Repl RT Body side mldg                                      | 15169440    | 1   | 225.00            | 0.3         |            |
| 18               |                   | R&I RT Handle, outside Avalanche<br>black textured          |             |     |                   | 0.4         |            |
| 19               |                   | R&I RT R&I trim panel                                       |             |     |                   | 0.4         |            |
| 20               | #                 | Repl Color sand and buff                                    |             | 1   |                   | 1.0         |            |
| 21               | #                 | Rpr Color tint / color match                                |             |     |                   | 1.0         | 0.5        |
| 22               | #                 | Repl Corrosion protection                                   |             | 1   | 10.00             | 0.5         |            |
| 23               | #                 | Rpr De-Nib & Finesse  |             |     |                   | 1.0         |            |
| 24               | #                 | Rpr Feather edge prime and block                            |             |     |                   | 1.0         |            |
| 25               | #                 | Repl Hazardous waste removal                                |             | 1   | 5.00 T            |             |            |
| 26               | #                 | Rpr Diagnostic Pre Repair Scan                              |             |     |                   | 1.0 M       |            |
| 27               | #                 | Rpr Diagnostic Post Repair Scan                             |             |     |                   | 1.0 M       |            |
| <b>SUBTOTALS</b> |                   |   |             |     | <b>1,207.48</b>   | <b>27.5</b> | <b>6.5</b> |

## Preliminary Estimate

**Customer: MAFARA, TERESA**

2002 CHEV Avalanche 1500 Crew Cab 130" WB 4D P/U 8-5.3L Gasoline SFI

### ESTIMATE TOTALS

| Category           | Basis       |   |  | Rate          | Cost \$         |
|--------------------|-------------|---|--|---------------|-----------------|
| Parts              |             |   |  |               | 1,202.48        |
| Body Labor         | 25.5 hrs    | @ |  | \$ 55.00 /hr  | 1,402.50        |
| Paint Labor        | 6.5 hrs     | @ |  | \$ 55.00 /hr  | 357.50          |
| Mechanical Labor   | 2.0 hrs     | @ |  | \$ 125.00 /hr | 250.00          |
| Paint Supplies     | 6.5 hrs     | @ |  | \$ 44.00 /hr  | 286.00          |
| Miscellaneous      |             |   |  |               | 5.00            |
| Subtotal           |             |   |  |               | 3,503.48        |
| Sales Tax          | \$ 1,493.48 | @ |  | 7.7500 %      | 115.74          |
| <b>Grand Total</b> |             |   |  |               | <b>3,619.22</b> |

**MyPriceLink Estimate ID / Quote ID:**

918294356824170496 / 101414220

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/\_=WITH/\_ SYMBOLS: #=MANUAL LINE ENTRY, \*=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], \*\*=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

"CURE TIME" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

## Preliminary Estimate

### Customer: MAFARA, TERESA

2002 CHEV Avalanche 1500 Crew Cab 130" WB 4D P/U 8-5.3L Gasoline SFI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE1GK02, CCC Data Date 02/15/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM.(Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

## Preliminary Estimate

**Customer: MAFARA, TERESA**

2002 CHEV Avalanche 1500 Crew Cab 130" WB 4D P/U 8-5.3L Gasoline SFI

### ALTERNATE PARTS USAGE

2002 CHEV Avalanche 1500 Crew Cab 130" WB 4D P/U 8-5.3L Gasoline SFI

|                        |                  |              |              |
|------------------------|------------------|--------------|--------------|
| VIN: 3GNEC13T32G355971 | Interior Color:  | Mileage In:  | Vehicle Out: |
| License:               | Exterior Color:  | Mileage Out: |              |
| State: CA              | Production Date: | Condition:   | Job #:       |

| Alternate Part Type | Selection Method   | # Of Times Notified Of Available Parts | # Of Parts Selected |
|---------------------|--------------------|--|---------------------|
| Aftermarket         | Automatically List | 0                                      | 0                   |
| Optional OEM        | Automatically List | 0                                      | 0                   |
| Reconditioned       | Automatically List | 0                                      | 0                   |
| Recycled            | N/A                | 0                                      | 0                   |

THREE ARCH BAY  
COMMUNITY SERVICES DISTRICT  
5 BAY DRIVE, LAGUNA BEACH, CALIFORNIA 92651-6780  
(949) 499-4567 FAX: (949) 499-2352

**DATE:** March 23, 2022

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Consideration of Approval of OC Sheriff's Department Contract  
for Police Services on July 4<sup>th</sup>, 2022

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**RECOMMENDATION**

That the Board of Directors approve the OC Sheriff's Department Contract for Officer presence and patrol inside the District for the July 4<sup>th</sup> event in an amount of \$7,080.86.

**FISCAL IMPACT**

The total cost for 4 Deputy Sheriff's, 2 black and white police cars, officer presence and patrol for a total of 12 hours is \$7,080.86.

**BACKGROUND**

Historically Orange County Sheriff Department has been providing Officer presence and patrol inside the community since 2014. The contract will be between the Three Arch Bay Community Services District and OC Sheriff's Department. The payment amount has decreased \$187.32 from \$7,268.18 to \$7,080.86 since last year.

Prepared and Submitted by:

Jay Owens  
Security Manager, Three Arch Bay Community Services District



## ORANGE COUNTY SHERIFF'S DEPARTMENT

SHERIFF-CORONER DON BARNES

March 8, 2022

Mr. Jeremy Pipp, General Manager  
Three Arch Bay  
5 Bay Drive  
Laguna Beach, CA 92651

Dear Mr. Pipp:

Enclosed are three (3) originals of the Agreement between Three Arch Bay and the County of Orange for the Sheriff-Coroner to provide supplemental law enforcement services at the 4<sup>th</sup> of July event on July 4, 2024.

The level of service planned for the event is noted in the attached deployment estimate. The cost of service is estimated at \$7,080.86 and may change depending on actual services and assets provided. The estimated amount will change once FY 2022-23 rate are established. The County of Orange will invoice you for the actual cost of the event once all services are finalized.

After you obtain the necessary signatures on each of the three (3) original Agreements, please return all three (3) signed Agreements to me for completion of the approval process.

If you have any questions, you may contact Luz Lopez, Contract Analyst at (714) 834-6025, or myself at (714) 834-6217.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Tipping", with a long horizontal flourish extending to the right.

Dwight Tipping, Contract Manager  
Financial/Administrative Services – Law Enforcement Contracts

Enclosures

c: Captain Gary Knutson, North Operations Division  
Sergeant Troy Feely, North Operations Division  
Deputy Ed Duvignau, North Operations Division  
Candi Aubuchon, North Operations Division, Administrative Manager

320 N. FLOWER STREET, SANTA ANA, CA 92703 (714) 834-3186

Integrity without compromise | Service above self | Professionalism in the performance of duty | Vigilance in safeguarding our community

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1 **A. TERM:**

2 The term of this Agreement shall be one (1) day, commencing July 4, 2022 and  
3 terminating July 4, 2022 unless earlier terminated by either party in the manner  
4 set forth herein.

5 **B. OPTIONAL TERMINATION:**

6 COUNTY or EVENT OPERATOR may terminate this Agreement, without  
7 cause, upon ten (10) days written notice to the other party.

8 **C. SERVICES BY COUNTY:**

9 1. EVENT OPERATOR has a need for supplemental law enforcement services  
10 to preserve the peace at special events or occurrences that happen on an  
11 occasional basis. At the discretion of SHERIFF, taking into consideration  
12 factors pertaining to the public good, including, but not necessarily limited  
13 to, staffing levels and public safety concerns, COUNTY may provide such  
14 supplemental law enforcement services at such special events or  
15 occurrences as are timely requested by EVENT OPERATOR. Such  
16 services shall be provided by COUNTY only if SHERIFF so determines and  
17 if there are available adequate numbers of regularly appointed full-time  
18 peace officers, or other peace officers on terms negotiated with a certified  
19 employee organization(s), to perform such services. The services to be  
20 provided pursuant to this Agreement shall not include services authorized to  
21 be provided by private patrol operators, as defined in Business and  
22 Professions Code Section 7582.1. Services pursuant to this Agreement  
23 shall be provided only in the County of Orange. EVENT OPERATOR shall  
24 notify SHERIFF, at least twenty (20) days in advance of the need for  
25 services, of the nature, location and time of its planned special event or

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1 **C. SERVICES BY COUNTY (Continued)**

2 occurrence and the type of supplemental law enforcement services  
3 required.

4 2. In the event of a public emergency, SHERIFF shall have the right to  
5 withdraw all assigned personnel and equipment from the event as SHERIFF  
6 deems necessary and in the public interest to respond to the emergency.  
7 Such withdrawal of personnel and equipment shall not constitute a breach  
8 of this Agreement, but EVENT OPERATOR shall not be required to pay for  
9 services which have not been rendered by COUNTY.

10 **D. PAYMENT:**

11 1. Pursuant to Government Code Section 53069.8, EVENT OPERATOR  
12 agrees to pay to COUNTY the costs of performing the services mutually  
13 agreed upon pursuant to this Agreement. The cost of services includes  
14 salaries, wages, benefits, mileage, services, supplies, and divisional,  
15 departmental and COUNTY General overhead.

16 2. The rate charged to EVENT OPERATOR by COUNTY shall be computed  
17 by SHERIFF in accordance with COUNTY's law enforcement cost study in  
18 effect at the time the services are provided.

19 3. COUNTY shall invoice EVENT OPERATOR upon completion of the specific  
20 event.

21 4. EVENT OPERATOR shall pay COUNTY in accordance with COUNTY  
22 Board of Supervisors' approved County Billing Policy, which is attached  
23 hereto as Attachment A, and incorporated herein by this reference.

24 5. COUNTY shall charge EVENT OPERATOR late payment penalties in  
25 accordance with COUNTY Board of Supervisors' approved County Billing  
26 Policy.

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1 **E. ALTERATION OF TERMS:**

2 This Agreement fully expresses all understanding of EVENT OPERATOR and  
3 COUNTY with respect to the subject matter of this Agreement, and shall  
4 constitute the total Agreement between the parties for these purposes. No  
5 addition to, or alteration of, the terms of this Agreement shall be valid unless  
6 made in writing, formally approved and executed by duly authorized agents of  
7 both parties.

8 **F. STATUS OF COUNTY:**

9 1. COUNTY is, and shall at all times be deemed to be, an independent  
10 contractor. Nothing herein contained shall be construed as creating the  
11 relationship of employer and employee, or principal and agent, between  
12 EVENT OPERATOR and COUNTY or any of COUNTY's officers or agents  
13 or employees. COUNTY and its SHERIFF shall retain all authority for  
14 rendition of services, standards of performance, control of personnel, and  
15 other matters incident to the performance of services by COUNTY pursuant  
16 to this Agreement. COUNTY, its agents and employees, shall not be  
17 entitled to any rights or privileges of EVENT OPERATOR's employees and  
18 shall not be considered in any manner to be EVENT OPERATOR's  
19 employees.

20 2. Nothing herein contained shall be construed as creating the relationship of  
21 employer and employee, or principal and agent, between COUNTY and  
22 EVENT OPERATOR or any of EVENT OPERATOR's officers, agents,  
23 employees, subcontractors, or independent contractors. EVENT  
24 OPERATOR, its officers, agents, employees, subcontractors, and  
25 independent contractors shall not be entitled to any rights and privileges of  
26 COUNTY employees and shall not be considered in any manner to be  
27 COUNTY employees.

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1 **G. INDEMNIFICATION:**

2 COUNTY, its officers, agents, employees, subcontractors and independent  
3 contractors shall not be deemed to have assumed any liability for any of the  
4 following:

5 1. the negligence or any other act or omission of

6 (a) EVENT OPERATOR, or any of its officers, agents, employees,  
7 subcontractors, or independent contractors, or

8 (b) any persons or entities who are present at, or perform or are assigned to  
9 perform activities, services or work in connection with any special event  
10 or occurrence for which COUNTY provides services pursuant to this  
11 Agreement; or

12 2. any dangerous or defective condition of any real or personal property:

13 (a) that is possessed by EVENT OPERATOR or any of its officers, agents,  
14 employees, subcontractors, or independent contractors, or

15 (b) upon which is held any special event or occurrence for which COUNTY  
16 provides services pursuant to this Agreement.

17 EVENT OPERATOR shall defend, indemnify and hold harmless COUNTY, its  
18 officers, agents, employees, subcontractors and independent contractors from  
19 any claim or liability whatsoever, for property damage, bodily injury, death or  
20 any other element of damage of any kind or nature, which is based or asserted  
21 upon any of the above-described acts or omissions or upon a condition of any  
22 of the above-described real or personal property.

23 **H. INSURANCE:**

24 For events to be held on public property, EVENT OPERATOR shall satisfy all  
25 insurance requirements for obtaining all permits and licenses required to hold  
26 the event in accordance with applicable laws. For events to be held on private  
27 property, EVENT OPERATOR shall provide to SHERIFF proof of written  
28 permission from the property's owner to conduct the event.

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**I. TOTAL AGREEMENT:**

This Agreement, together with the attachment hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein.

**J. NOTICES:**

All notices, reports and correspondence between the parties hereto respecting this agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

**COUNTY:** ORANGE COUNTY SHERIFF-CORONER  
ATTN: MANAGER, LAW ENFORCEMENT CONTRACTS  
320 N. FLOWER STREET  
SANTA ANA, CA 92703

**EVENT OPERATOR:** THREE ARCH BAY  
5 BAY DRIVE  
LAGUNA BEACH, CA 92651  
ATTN: JEREMY PIPP,  
GENERAL MANAGER

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IN WITNESS WHEREOF, the parties have executed this AGREEMENT  
in the County of Orange, State of California.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
CHAIRMAN OF THE BOARD  
PRESIDENT OR VICE-PRESIDENT

BY: \_\_\_\_\_  
SECRETARY, ASSISTANT SECRETARY,  
CHIEF FINANCIAL OFFICER OR  
ASSISTANT TREASURER

APPROVED AS TO FORM:

BY: \_\_\_\_\_

\_\_\_\_\_  
COUNTY OF ORANGE

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Sheriff-Coroner

APPROVED AS TO FORM:  
Office of the County Counsel  
County of Orange, California

BY: *Nirva A. Am* DATED: 4/15/21  
Deputy

4/12/2021 (Private)

**COUNTY BILLING POLICY**  
**APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992**

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
  - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

#### IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

#### V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)



## VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

## VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

## VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

|                           |  |              |  |  |
|---------------------------|--|--------------|--|--|
| <b>Event Name</b>         | <b>July 4th event</b><br>Three Arch Bay<br>5 Bay Drive<br>Laguna Beach, CA 92651 |              |  | <b>3/8/2022</b>  |
| <b>Event Contact</b>      | Attn: Jay Owens, Security Supervisor and/or<br>Jeremy Pipp, General Manager      | 949-939-3048 | <a href="mailto:jay@threearchbay.org">jay@threearchbay.org</a><br><a href="mailto:jeremy@threearchbay.org">jeremy@threearchbay.org</a> |  |
|                           | Name   | Telephone    | Email  |  |
| <b>Date(s) of Service</b> | Monday, July 4, 2022   |              | <b>Estimated Hours of Service</b><br>12 hours per position   |  |
| <b>OCSD Contact</b>       | Deputy E. Duvignau   |              | 714-647-1851   | <a href="mailto:eduvignau@ocsd.org">eduvignau@ocsd.org</a> |
|                           | Name   | Telephone    | Email  |  |

| Date(s)   | Position Title | Number | Hours              | Total Hours  | Rate*               | Estimated Cost     |
|---|----------------|--------|--------------------|--------------|---------------------|--------------------|
| 7/4/2022  | Investigators  | 4.00   | 12.00              | 48.00        | \$ 136.81           | \$ 6,566.88        |
|   |                |        | each               |              |                     |                    |
|   |                |        |                    |              |                     |                    |
|   |                |        |                    |              |                     |                    |
|   |                |        |                    |              |                     |                    |
|   |                |        |                    |              |                     |                    |
| <b>Estimated Using FY 21/22 Billing Rates - You Will Be Invoiced Based on Actuals Using FY 2022/23 Billing Rates, When Available.</b> |                |        |                    |              |                     |                    |
|   |                |        |                    |              |                     |                    |
|   |                |        | <b>Total Hours</b> | <b>48.00</b> | <b>Total Amount</b> | <b>\$ 6,566.88</b> |

| Date(s)            | Equipment               | Number | Miles | Total Miles | Rate*   | Estimated Amount |
|--------------------|-------------------------|--------|-------|-------------|---------|------------------|
| 7/4/2022           | Class A Black and White | 2.00   | 52.00 | 104.00      | \$ 1.70 | \$ 176.80        |
|                    |                         |        |       |             |         | \$ -             |
|                    |                         |        |       |             |         | \$ -             |
|                    |                         |        |       |             |         | \$ -             |
|                    |                         |        |       |             |         | \$ -             |
| <b>Total Equip</b> |                         |        |       |             |         | <b>\$ 176.80</b> |

**\*Sources:**

☐ FY 2021-22 LEC OT Rates  
☒ FY 2021-22 Special Event Rates  
☐ FY 2021-22 LEC Pos. Cost (Cost Model)  
☐ Cost Group - Special Rate  
☐ Other \_\_\_\_\_

**Cumulative Estimate**  
**\$ 6,743.68**

% Contingency 5%  
 Adjusted Estimate \$ 7,080.86

Amount \$ 337.18

THREE ARCH BAY  
COMMUNITY SERVICES DISTRICT  
5 BAY DRIVE, LAGUNA BEACH, CALIFORNIA 92651-6780  
(949) 499-4567 FAX: (949) 499-2352

**DATE:** March 23, 2022

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Consideration of the February 2022 Financial Statement

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**RECOMMENDATION**

That the Board of Directors approve the February 2022 financial statement.

Prepared and Submitted by:

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Jeremy Pipp  
General Manager, Three Arch Bay Community Services District

**TAB CSD**  
**Balance Sheet**  
As of February 28, 2022

|   | <u>Total</u>    |
|---|-----------------|
| <b>ASSETS</b>                           |                 |
| <b>Current Assets</b>                   |                 |
| <b>Bank Accounts</b>                    |                 |
| 1000 Operating- General                 |                 |
| 1002 Morgan Stanley                     | 612,851.83      |
| Total 1000 Operating- General           | \$ 612,851.83   |
| 1100 General Acct Invested Funds        |                 |
| 1102 Accrued Interest GS                | 3,862.27        |
| 12100 GS USTN 1/31/23                   | 600,240.00      |
| 12101 GS USTN 11/30/25                  | 475,820.00      |
| 12102 GS USTN 3/31/26                   | 480,840.00      |
| 12103 GS USTN 4/30/26                   | 480,430.00      |
| 12104 GS USTB 8/11/22                   | 344,020.20      |
| 12105 GS USTN 4/30/25                   | 240,205.00      |
| 12106 GS USTB 10/6/22                   | 199,148.00      |
| 12107 GS USTB 11/3/22                   | 199,028.00      |
| 12108 GS USTB 12/1/22                   | 199,050.00      |
| 12109 GS USTN 3/31/23                   | 197,844.00      |
| Total 1100 General Acct Invested Funds  | \$ 3,420,487.47 |
| 1400 Operating- User Fee                |                 |
| 1401 Pacific Western Bank               | 684,354.22      |
| 1402 Morgan Stanley                     | 328,567.63      |
| Total 1400 Operating- User Fee          | \$ 1,012,921.85 |
| 1500 User Fee Acct Invested Funds       |                 |
| 1502 Accrued Interest GS                | 476.63          |
| 1684 GS USTN 10/31/25                   | 426,865.50      |
| 1685 GS USTN 8/31/25                    | 380,408.00      |
| 1686 GS USTN 2/28/26                    | 285,867.00      |
| 1687 GS USTB 8/11/22                    | 199,432.00      |
| 1688 GS USTB 10/6/22                    | 398,296.00      |
| 1689 GS USTB 12/1/22                    | 199,050.00      |
| 1690 GS USTN 3/31/23                    | 197,844.00      |
| Total 1500 User Fee Acct Invested Funds | \$ 2,088,239.13 |
| Total Bank Accounts                     | \$ 7,134,500.28 |
| <b>Accounts Receivable</b>              |                 |
| 1800 Accounts Receivable                |                 |
| 1803 A/R User Fees                      | 102,807.90      |
| Total 1800 Accounts Receivable          | \$ 102,807.90   |
| Total Accounts Receivable               | \$ 102,807.90   |
| <b>Other Current Assets</b>             |                 |
| 1899 Prepaid Expenses                   | 3,015.76        |
| 1900 Legal Retainer                     | 7,500.00        |
| Total Other Current Assets              | \$ 10,515.76    |
| Total Current Assets                    | \$ 7,247,823.94 |

**TAB CSD**  
**Balance Sheet**  
As of February 28, 2022

|                                   | <u>Total</u>           |
|-----------------------------------|------------------------|
| Fixed Assets                      |                        |
| 1991 Car Lease                    | 7,863.64               |
| Total Fixed Assets                | <u>\$ 7,863.64</u>     |
| TOTAL ASSETS                      | <u>\$ 7,255,687.58</u> |
| LIABILITIES AND EQUITY            |                        |
| Liabilities                       |                        |
| Current Liabilities               |                        |
| Other Current Liabilities         |                        |
| 2500 Deferred Revenue             | 47,718.53              |
| 2600 Unearned User Fee- Carryover | 17,184.20              |
| 2700 American Express             | 803.59                 |
| 2705 Lease Payable                | 6,110.17               |
| Total Other Current Liabilities   | <u>\$ 71,816.49</u>    |
| Total Current Liabilities         | <u>\$ 71,816.49</u>    |
| Total Liabilities                 | <u>\$ 71,816.49</u>    |
| Equity                            |                        |
| 3000 Accumulated Fund Balance     | 885,076.97             |
| 3300 General Reserve Available    | 1,018,868.12           |
| 3600 Retained Earnings            | 5,092,608.06           |
| Net Income                        | 187,317.94             |
| Total Equity                      | <u>\$ 7,183,871.09</u> |
| TOTAL LIABILITIES AND EQUITY      | <u>\$ 7,255,687.58</u> |

Wednesday, Mar 16, 2022 05:29:04 PM GMT-7 - Accrual Basis

**TAB CSD**  
**P&L- General**  
**February 2022**

|  | <b>Total</b>         |                                  |
|--|----------------------|----------------------------------|
|  | <b>February 2022</b> | <b>Jul 2021 - Feb 2022 (YTD)</b> |
| <b>Income</b>                              |                      |                                  |
| 4000 General- Tax Revenue                  |                      |                                  |
| 4001 Secured                               | 0.00                 | 0.00                             |
| 4010 Property- Current Secured             | 0.00                 | 910,446.37                       |
| 4020 State Homeowner Tax Relief- Secured   | 0.00                 | 3,736.26                         |
| 4030 Public Utility                        | 0.00                 | 7,798.64                         |
| 4040 Regulated Railroads                   | 0.00                 | 121.28                           |
| 4050 Qualified Property                    | 0.00                 | 10.98                            |
| 4060 Law Enforcement Services              | 0.00                 | 62,299.64                        |
| <b>Total 4001 Secured</b>                  | <b>\$ -</b>          | <b>\$ 984,413.17</b>             |
| 4100 Supplemental                          |                      |                                  |
| 4110 Property- Current Supplemental        | 2,163.48             | 16,131.85                        |
| 4120 State Homeowner Tax Relief- Suppl     | 0.00                 | 23.96                            |
| <b>Total 4100 Supplemental</b>             | <b>\$ 2,163.48</b>   | <b>\$ 16,155.81</b>              |
| 4200 Unsecured                             |                      |                                  |
| 4210 Property- Current Unsecured           | 0.00                 | 42,791.30                        |
| 4220 State Homeowner Tax Relief- Unsecured | 0.00                 | (5.87)                           |
| <b>Total 4200 Unsecured</b>                | <b>\$ -</b>          | <b>\$ 42,785.43</b>              |
| 4300 Miscellaneous                         | 0.00                 | 0.00                             |
| 4390 Interest on Unapport Taxes            | 0.00                 | 110.81                           |
| <b>Total 4300 Miscellaneous</b>            | <b>\$ -</b>          | <b>\$ 110.81</b>                 |
| 4400 Investment Income                     |                      |                                  |
| 4410 Interest Income                       | 1,200.70             | 14,617.05                        |
| 4440 Unrealized Gain/Loss GS               | (10,813.45)          | (71,899.25)                      |
| 4455 Unrealized Gain/Loss ETF              | 0.00                 | 1,180.30                         |
| 4460 Realized Gain/Loss                    | 0.00                 | (9,313.24)                       |
| <b>Total 4400 Investment Income</b>        | <b>\$ (9,612.75)</b> | <b>\$ (65,415.14)</b>            |
| <b>Total 4000 General- Tax Revenue</b>     | <b>\$ (7,449.27)</b> | <b>\$ 978,050.08</b>             |
| <b>Total Income</b>                        | <b>\$ (7,449.27)</b> | <b>\$ 978,050.08</b>             |
| <b>Gross Profit</b>                        | <b>\$ (7,449.27)</b> | <b>\$ 978,050.08</b>             |
| <b>Expenses</b>                            |                      |                                  |
| 5000 General Operating Expenses            |                      |                                  |
| 5020 Bank Charges                          | 40.00                | 40.00                            |
| 5030 Interest Expense                      | 0.00                 | 368.78                           |
| 5040 Bookkeeping                           | 1,425.00             | 12,675.00                        |
| 5045 County Collection Charges             | 0.00                 | 2,726.14                         |
| 5070 General Liability Insurance           | 0.00                 | 50,938.72                        |
| 5075 Auto Insurance                        | 266.85               | 1,867.71                         |
| 5080 Legal                                 | 5,355.00             | 26,744.70                        |
| 5090 Management Services                   | 35,283.29            | 282,266.32                       |
| 5095 TAB Lease                             | 45,230.92            | 361,847.36                       |
| 5110 Supplies                              | 0.00                 | 20.21                            |

**TAB CSD**  
**P&L- General**  
**February 2022**

|                                       | <b>Total</b>         |                                  |
|---------------------------------------|----------------------|----------------------------------|
|                                       | <b>February 2022</b> | <b>Jul 2021 - Feb 2022 (YTD)</b> |
| 5115 Administrative                   | 1,659.50             | 2,963.23                         |
| 5200 Entrances                        |                      |                                  |
| 5230 Maintenance                      | 0.00                 | 169.75                           |
| Total 5200 Entrances                  | \$ -                 | \$ 169.75                        |
| 5300 CSD Protective Services          |                      |                                  |
| 5310 Gate Computer Access System      | 0.00                 | 5,943.41                         |
| 5330 Guards                           | 34,225.74            | 229,105.13                       |
| 5340 Vehicle Expense                  | 661.05               | 5,155.69                         |
| 5345 Lease Interest                   | 233.54               | 2,023.97                         |
| Total 5300 CSD Protective Services    | \$ 35,120.33         | \$ 242,228.20                    |
| Total 5000 General Operating Expenses | \$ 124,380.89        | \$ 984,856.12                    |
| Total Expenses                        | \$ 124,380.89        | \$ 984,856.12                    |
| Net Operating Income                  | \$ (131,830.16)      | \$ (6,806.04)                    |
| Net Income                            | \$ (131,830.16)      | \$ (6,806.04)                    |

Wednesday, Mar 16, 2022 05:33:51 PM GMT-7 - Accrual Basis



**TAB CSD**  
**P&L- User Fee**  
**February 2022**

|   | <b>Total</b>          |                                  |
|---|-----------------------|----------------------------------|
|   | <b>February 2022</b>  | <b>Jul 2021 - Feb 2022 (YTD)</b> |
| <b>Income</b>                                 |                       |                                  |
| 4500 User Fee Revenue                         |                       |                                  |
| 4510 User Fee Assessments                     | (144.37)              | 302,827.99                       |
| 4600 Investment Income                        |                       |                                  |
| 4610 Interest Income                          | 302.17                | 6,575.10                         |
| 4640 Unrealized Gain/Loss GS                  | (7,188.50)            | (51,493.33)                      |
| 4655 Unrealized Gain/Loss ETF                 | 0.00                  | 1,021.43                         |
| 4660 Realized Gain/Loss                       | 0.00                  | (8,354.51)                       |
| <b>Total 4600 Investment Income</b>           | <b>\$ (6,886.33)</b>  | <b>\$ (52,251.31)</b>            |
| <b>Total 4500 User Fee Revenue</b>            | <b>\$ (7,030.70)</b>  | <b>\$ 250,576.68</b>             |
| <b>Total Income</b>                           | <b>\$ (7,030.70)</b>  | <b>\$ 250,576.68</b>             |
| <b>Gross Profit</b>                           | <b>\$ (7,030.70)</b>  | <b>\$ 250,576.68</b>             |
| <b>Expenses</b>                               |                       |                                  |
| 5500 User Fee Operating Expenses              |                       |                                  |
| 5510 Storm Drain Maintenance                  | 21.81                 | 8,591.92                         |
| 5530 Engineering-General/Status Updates       | 2,197.50              | 8,960.14                         |
| 5540 Video Taping                             | 600.00                | 7,200.00                         |
| 5550 Billing Service                          | 698.72                | 5,527.59                         |
| 5600 Legal                                    | 127.50                | 10,850.59                        |
| 5620 Street Sweeping                          | 1,820.00              | 12,740.00                        |
| 5640 Interest Expense                         | 0.00                  | 431.68                           |
| 5701 VdC Storm Drain Extension                | 0.00                  | 0.00                             |
| 5701a Engineering                             | 0.00                  | 1,823.78                         |
| 5701d Permits                                 | 0.00                  | 327.00                           |
| <b>Total 5701 VdC Storm Drain Extension</b>   | <b>\$ -</b>           | <b>\$ 2,150.78</b>               |
| <b>Total 5500 User Fee Operating Expenses</b> | <b>\$ 5,465.53</b>    | <b>\$ 56,452.70</b>              |
| <b>Total Expenses</b>                         | <b>\$ 5,465.53</b>    | <b>\$ 56,452.70</b>              |
| <b>Net Operating Income</b>                   | <b>\$ (12,496.23)</b> | <b>\$ 194,123.98</b>             |
| <b>Net Income</b>                             | <b>\$ (12,496.23)</b> | <b>\$ 194,123.98</b>             |

Wednesday, Mar 16, 2022 05:37:35 PM GMT-7 - Accrual Basis

**TAB CSD**  
**Budget vs. Actuals**  
**February 2022**

|  | Total         |             |               |
|--|---------------|-------------|---------------|
|  | Actual        | Budget      | Over Budget   |
| Income                                     |               |             |               |
| 4000 General- Tax Revenue                  |               |             |               |
| 4001 Secured                               |               |             |               |
| 4010 Property- Current Secured             | 0.00          | 0.00        | 0.00          |
| 4020 State Homeowner Tax Relief- Secured   | 0.00          | 0.00        | 0.00          |
| 4030 Public Utility                        | 0.00          | 0.00        | 0.00          |
| 4040 Regulated Railroads                   | 0.00          | 0.00        | 0.00          |
| 4050 Qualified Property                    | 0.00          | 0.00        | 0.00          |
| 4060 Law Enforcement Services              | 0.00          | 0.00        | 0.00          |
| Total 4001 Secured                         | \$ 0.00       | \$ 0.00     | \$ 0.00       |
| 4100 Supplemental                          |               |             | 0.00          |
| 4110 Property- Current Supplemental        | 2,163.48      | 1,200.00    | 963.48        |
| 4120 State Homeowner Tax Relief- Suppl     | 0.00          | 0.00        | 0.00          |
| Total 4100 Supplemental                    | \$ 2,163.48   | \$ 1,200.00 | \$ 963.48     |
| 4200 Unsecured                             |               |             |               |
| 4210 Property- Current Unsecured           | 0.00          | 0.00        | 0.00          |
| 4220 State Homeowner Tax Relief- Unsecured | 0.00          | 0.00        | 0.00          |
| Total 4200 Unsecured                       | \$ 0.00       | \$ 0.00     | \$ 0.00       |
| 4300 Miscellaneous                         |               |             | 0.00          |
| 4310 Unsecured PY Tax Collections          | 0.00          | 0.00        | 0.00          |
| 4330 Delinquent Supplemental 1985+         | 0.00          | 0.00        | 0.00          |
| 4340 Delinquent Supplemental Penalties     | 0.00          | 0.00        | 0.00          |
| 4350 Teeter Plan                           | 0.00          | 0.00        | 0.00          |
| 4390 Interest on Unapport Taxes            | 0.00          | 0.00        | 0.00          |
| Total 4300 Miscellaneous                   | \$ 0.00       | \$ 0.00     | \$ 0.00       |
| 4400 Investment Income                     |               |             |               |
| 4410 Interest Income                       | 1,200.70      | 3,350.00    | -2,149.30     |
| 4420 Dividends/Reinvestments               | 0.00          | 190.00      | -190.00       |
| 4440 Unrealized Gain/Loss GS               | -10,813.45    | 0.00        | -10,813.45    |
| 4460 Realized Gain/Loss                    | 0.00          | 0.00        | 0.00          |
| Total 4400 Investment Income               | -\$ 9,612.75  | \$ 3,540.00 | -\$ 13,152.75 |
| Total 4000 General- Tax Revenue            | -\$ 7,449.27  | \$ 4,740.00 | -\$ 12,189.27 |
| 4500 User Fee Revenue                      |               |             | 0.00          |
| 4510 User Fee Assessments                  | -144.37       | 1,005.28    | -1,149.65     |
| 4600 Investment Income                     | 0.00          | 0.00        | 0.00          |
| 4610 Interest Income                       | 302.17        | 2,324.00    | -2,021.83     |
| 4620 Dividends/Reinvestments               | 0.00          | 161.00      | -161.00       |
| 4640 Unrealized Gain/Loss GS               | -7,188.50     | 0.00        | -7,188.50     |
| 4660 Realized Gain/Loss                    | 0.00          | 0.00        | 0.00          |
| Total 4600 Investment Income               | -\$ 6,886.33  | \$ 2,485.00 | -\$ 9,371.33  |
| Total 4500 User Fee Revenue                | -\$ 7,030.70  | \$ 3,490.28 | -\$ 10,520.98 |
| Total Income                               | -\$ 14,479.97 | \$ 8,230.28 | -\$ 22,710.25 |
| Gross Profit                               | 66 14,479.97  | \$ 8,230.28 | -\$ 22,710.25 |

**TAB CSD**  
**Budget vs. Actuals**  
**February 2022**

| Expenses                                | Total          |                |               |
|---|----------------|----------------|---------------|
|   | Actual         | Budget         | Over Budget   |
| 5000 General Operating Expenses         |                |                | 0.00          |
| 5010 Audit                              | 0.00           | 10,100.00      | -10,100.00    |
| 5020 Bank Charges                       | 40.00          | 0.00           | 40.00         |
| 5030 Interest Expense                   | 0.00           | 824.50         | -824.50       |
| 5040 Bookkeeping                        | 1,425.00       | 1,425.00       | 0.00          |
| 5045 County Collection Charges          | 0.00           | 308.29         | -308.29       |
| 5050 County Tax Admin Charge            | 0.00           | 0.00           | 0.00          |
| 5070 General Liability Insurance        | 0.00           | 0.00           | 0.00          |
| 5075 Auto Insurance                     | 266.85         | 0.00           | 266.85        |
| 5080 Legal                              | 5,355.00       | 0.00           | 5,355.00      |
| 5090 Management Services                | 35,283.29      | 35,283.29      | 0.00          |
| 5095 TAB Lease                          | 45,230.92      | 45,230.92      | 0.00          |
| 5115 Administrative                     | 1,659.50       | 100.00         | 1,559.50      |
| 5200 Entrances                          | 0.00           | 0.00           | 0.00          |
| 5210 Entrance Control                   | 0.00           | 2,000.00       | -2,000.00     |
| 5230 Maintenance                        | 0.00           | 833.34         | -833.34       |
| Total 5200 Entrances                    | \$ 0.00        | \$ 2,833.34    | -\$ 2,833.34  |
| 5300 CSD Protective Services            |                |                | 0.00          |
| 5310 Gate Computer Access System        | 0.00           | 975.00         | -975.00       |
| 5320 Guard House                        | 0.00           | 833.34         | -833.34       |
| 5330 Guards                             | 34,225.74      | 27,000.00      | 7,225.74      |
| 5340 Vehicle Expense                    | 661.05         | 850.00         | -188.95       |
| 5345 Lease Interest                     | 233.54         | 0.00           | 233.54        |
| Total 5300 CSD Protective Services      | \$ 35,120.33   | \$ 29,658.34   | \$ 5,461.99   |
| Total 5000 General Operating Expenses   | \$ 124,380.89  | \$ 125,763.68  | -\$ 1,382.79  |
| 5500 User Fee Operating Expenses        |                |                |               |
| 5510 Storm Drain Maintenance            | 21.81          | 4,100.00       | -4,078.19     |
| 5530 Engineering-General/Status Updates | 2,197.50       | 2,206.30       | -8.80         |
| 5540 Video Taping                       | 600.00         | 680.00         | -80.00        |
| 5550 Billing Service                    | 698.72         | 1,200.00       | -501.28       |
| 5600 Legal                              | 127.50         | 4,000.00       | -3,872.50     |
| 5620 Street Sweeping                    | 1,820.00       | 2,800.00       | -980.00       |
| 5630 Bank Charges                       | 0.00           | 0.00           | 0.00          |
| 5640 Interest Expense                   | 0.00           | 550.00         | -550.00       |
| 5709 27 NLS/32 N Portola Inlet          |                |                |               |
| 5709a Engineering                       | 0.00           | 0.00           | 0.00          |
| 5709e Construction                      | 0.00           | 0.00           | 0.00          |
| Total 5709 27 NLS/32 N Portola Inlet    | \$ 0.00        | \$ 0.00        | \$ 0.00       |
| Total 5500 User Fee Operating Expenses  | \$ 5,465.53    | \$ 15,536.30   | -\$ 10,070.77 |
| Total Expenses                          | \$ 129,846.42  | \$ 141,299.98  | -\$ 11,453.56 |
| Net Operating Income                    | -\$ 144,326.39 | -\$ 133,069.70 | -\$ 11,256.69 |
| Net Income                              | -\$ 144,326.39 | -\$ 133,069.70 | -\$ 11,256.69 |

**TAB CSD**  
**Budget vs. Actuals**  
**July 2021 - February 2022**

|  | Total         |                 |               |
|--|---------------|-----------------|---------------|
|  | Actual        | Budget          | Over Budget   |
| Income                                     |               |                 |               |
| 4000 General- Tax Revenue                  |               |                 |               |
| 4001 Secured                               |               |                 |               |
| 4010 Property- Current Secured             | 910,446.37    | 910,304.81      | 141.56        |
| 4020 State Homeowner Tax Relief- Secured   | 3,736.26      | 3,736.26        | 0.00          |
| 4030 Public Utility                        | 7,798.64      | 7,779.14        | 19.50         |
| 4040 Regulated Railroads                   | 121.28        | 121.28          | 0.00          |
| 4050 Qualified Property                    | 10.98         | 10.95           | 0.03          |
| 4060 Law Enforcement Services              | 62,299.64     | 62,299.64       | 0.00          |
| Total 4001 Secured                         | \$ 984,413.17 | \$ 984,252.08   | \$ 161.09     |
| 4100 Supplemental                          |               |                 | 0.00          |
| 4110 Property- Current Supplemental        | 16,131.85     | 15,168.37       | 963.48        |
| 4120 State Homeowner Tax Relief- Suppl     | 23.96         | 23.96           | 0.00          |
| Total 4100 Supplemental                    | \$ 16,155.81  | \$ 15,192.33    | \$ 963.48     |
| 4200 Unsecured                             |               |                 | 0.00          |
| 4210 Property- Current Unsecured           | 42,791.30     | 42,751.09       | 40.21         |
| 4220 State Homeowner Tax Relief- Unsecured | -5.87         | -1.76           | -4.11         |
| Total 4200 Unsecured                       | \$ 42,785.43  | \$ 42,749.33    | \$ 36.10      |
| 4300 Miscellaneous                         |               |                 | 0.00          |
| 4310 Unsecured PY Tax Collections          | 0.00          | 0.00            | 0.00          |
| 4330 Delinquent Supplemental 1985+         | 0.00          | 0.00            | 0.00          |
| 4340 Delinquent Supplemental Penalties     | 0.00          | 0.00            | 0.00          |
| 4350 Teeter Plan                           | 0.00          | 0.00            | 0.00          |
| 4390 Interest on Unapport Taxes            | 110.81        | 100.77          | 10.04         |
| Total 4300 Miscellaneous                   | \$ 110.81     | \$ 100.77       | \$ 10.04      |
| 4400 Investment Income                     |               |                 | 0.00          |
| 4410 Interest Income                       | 14,617.05     | 26,800.00       | -12,182.95    |
| 4420 Dividends/Reinvestments               | 0.00          | 1,520.00        | -1,520.00     |
| 4440 Unrealized Gain/Loss GS               | -71,899.25    | 0.00            | -71,899.25    |
| 4455 Unrealized Gain/Loss ETF              | 1,180.30      | 0.00            | 1,180.30      |
| 4460 Realized Gain/Loss                    | -9,313.24     | 0.00            | -9,313.24     |
| Total 4400 Investment Income               | -\$ 65,415.14 | \$ 28,320.00    | -\$ 93,735.14 |
| Total 4000 General- Tax Revenue            | \$ 978,050.08 | \$ 1,070,614.51 | -\$ 92,564.43 |
| 4500 User Fee Revenue                      |               |                 | 0.00          |
| 4510 User Fee Assessments                  | 302,827.99    | 302,554.70      | 273.29        |
| 4600 Investment Income                     |               |                 | 0.00          |
| 4610 Interest Income                       | 6,575.10      | 18,592.00       | -12,016.90    |
| 4620 Dividends/Reinvestments               | 0.00          | 1,288.00        | -1,288.00     |
| 4640 Unrealized Gain/Loss GS               | -51,493.33    | 0.00            | -51,493.33    |
| 4655 Unrealized Gain/Loss ETF              | 1,021.43      | 0.00            | 1,021.43      |
| 4660 Realized Gain/Loss                    | -8,354.51     | 0.00            | -8,354.51     |
| Total 4600 Investment Income               | -\$ 52,251.31 | \$ 19,880.00    | -\$ 72,131.31 |

**TAB CSD**  
**Budget vs. Actuals**  
**July 2021 - February 2022**

|   | Total           |                 |                |  |
|---|-----------------|-----------------|----------------|--|
|   | Actual          | Budget          | Over Budget    |  |
| Total 4500 User Fee Revenue             | \$ 250,576.68   | \$ 322,434.70   | -\$ 71,858.02  |  |
| Total Income                            | \$ 1,228,626.76 | \$ 1,393,049.21 | -\$ 164,422.45 |  |
| Gross Profit                            | \$ 1,228,626.76 | \$ 1,393,049.21 | -\$ 164,422.45 |  |
| Expenses                                |                 |                 |                |  |
| 5000 General Operating Expenses         |                 |                 |                |  |
| 5010 Audit                              | 0.00            | 10,100.00       | -10,100.00     |  |
| 5020 Bank Charges                       | 40.00           | 0.00            | 40.00          |  |
| 5030 Interest Expense                   | 368.78          | 6,596.00        | -6,227.22      |  |
| 5040 Bookkeeping                        | 12,675.00       | 12,675.00       | 0.00           |  |
| 5045 County Collection Charges          | 2,726.14        | 3,131.38        | -405.24        |  |
| 5050 County Tax Admin Charge            | 0.00            | 0.00            | 0.00           |  |
| 5070 General Liability Insurance        | 50,938.72       | 47,500.00       | 3,438.72       |  |
| 5075 Auto Insurance                     | 1,867.71        | 1,200.00        | 667.71         |  |
| 5080 Legal                              | 26,744.70       | 15,000.00       | 11,744.70      |  |
| 5090 Management Services                | 282,266.32      | 282,266.32      | 0.00           |  |
| 5095 TAB Lease                          | 361,847.36      | 361,847.36      | 0.00           |  |
| 5110 Supplies                           | 20.21           | 0.00            | 20.21          |  |
| 5115 Administrative                     | 2,963.23        | 1,387.73        | 1,575.50       |  |
| 5200 Entrances                          |                 |                 |                |  |
| 5210 Entrance Control                   | 0.00            | 2,000.00        | -2,000.00      |  |
| 5230 Maintenance                        | 169.75          | 6,666.72        | -6,496.97      |  |
| Total 5200 Entrances                    | \$ 169.75       | \$ 8,666.72     | -\$ 8,496.97   |  |
| 5300 CSD Protective Services            |                 |                 | 0.00           |  |
| 5310 Gate Computer Access System        | 5,943.41        | 6,100.00        | -156.59        |  |
| 5320 Guard House                        | 0.00            | 6,666.72        | -6,666.72      |  |
| 5330 Guards                             | 229,105.13      | 214,589.62      | 14,515.51      |  |
| 5340 Vehicle Expense                    | 5,155.69        | 5,023.96        | 131.73         |  |
| 5345 Lease Interest                     | 2,023.97        | 0.00            | 2,023.97       |  |
| Total 5300 CSD Protective Services      | \$ 242,228.20   | \$ 232,380.30   | \$ 9,847.90    |  |
| Total 5000 General Operating Expenses   | \$ 984,856.12   | \$ 982,750.81   | \$ 2,105.31    |  |
| 5500 User Fee Operating Expenses        |                 |                 | 0.00           |  |
| 5510 Storm Drain Maintenance            | 8,591.92        | 32,800.00       | -24,208.08     |  |
| 5530 Engineering-General/Status Updates | 8,960.14        | 11,175.24       | -2,215.10      |  |
| 5540 Video Taping                       | 7,200.00        | 7,280.00        | -80.00         |  |
| 5550 Billing Service                    | 5,527.59        | 5,633.19        | -105.60        |  |
| 5600 Legal                              | 10,850.59       | 30,213.09       | -19,362.50     |  |
| 5620 Street Sweeping                    | 12,740.00       | 12,355.00       | 385.00         |  |
| 5630 Bank Charges                       | 0.00            | 0.00            | 0.00           |  |
| 5640 Interest Expense                   | 431.68          | 4,400.00        | -3,968.32      |  |
| 5701 VdC Storm Drain Extension          |                 |                 |                |  |
| 5701a Engineering                       | 1,823.78        | 0.00            | 1,823.78       |  |
| 5701d Permits                           | 327.00          | 0.00            | 327.00         |  |
| Total 5701 VdC Storm Drain Extension    | \$ 2,150.78     | \$ 0.00         | \$ 2,150.78    |  |

**TAB CSD**  
**Budget vs. Actuals**  
**July 2021 - February 2022**

|  | <b>Total</b>    |                 |                    |
|--|-----------------|-----------------|--------------------|
|  | <b>Actual</b>   | <b>Budget</b>   | <b>Over Budget</b> |
| 5709 27 NLS/32 N Portola Inlet         |                 |                 | 0.00               |
| 5709a Engineering                      | 0.00            | 0.00            | 0.00               |
| 5709e Construction                     | 0.00            | 0.00            | 0.00               |
| Total 5709 27 NLS/32 N Portola Inlet   | \$ 0.00         | \$ 0.00         | \$ 0.00            |
| Total 5500 User Fee Operating Expenses | \$ 56,452.70    | \$ 103,856.52   | -\$ 47,403.82      |
| Total Expenses                         | \$ 1,041,308.82 | \$ 1,086,607.33 | -\$ 45,298.51      |
| Net Operating Income                   | \$ 187,317.94   | \$ 306,441.88   | -\$ 119,123.94     |
| Net Income                             | \$ 187,317.94   | \$ 306,441.88   | -\$ 119,123.94     |

Wednesday, Mar 16, 2022 05:46:22 PM GMT-7 - Accrual Basis

THREE ARCH BAY COMMUNITY SERVICES DISTRICT  
STORM DRAIN PROJECT EXPENSES

| PROJECT                                       | Jul 2002<br>through<br>Jun 2021 | JUL<br>2021 | AUG<br>2021  | SEP<br>2021 | OCT<br>2021 | NOV<br>2021 | DEC<br>2021 | JAN<br>2022 | FEB<br>2022 | MAR<br>2022 | APR<br>2022 | MAY<br>2022 | JUN<br>2022 | Cumulative<br>Expenses | This Year       |
|---|---------------------------------|-------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------------------|-----------------|
| <b><u>VdC Storm Drain Extension</u></b>       |                                 |             |              |             |             |             |             |             |             |             |             |             |             |                        |                 |
| Engineering                                   | 49,541                          | 0           | 1,824        | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 51,365                 | 1,823.78        |
| Permits                                       | 0                               | 0           | 0            | 327         | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 327                    | 327.00          |
| Construction                                  | 7,200                           | 0           | 0            | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 7,200                  | 0.00            |
| Total   | 56,741                          | 0           | 1,824        | 327         | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 58,892                 | 2,150.78        |
| <b><u>32 N. Portola Inlet Replacement</u></b> |                                 |             |              |             |             |             |             |             |             |             |             |             |             |                        |                 |
| Engineering                                   | 0                               | 0           | 0            | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0                      | 0.00            |
| Construction                                  | 0                               | 0           | 0            | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0                      | 0.00            |
| Total   | 0                               | 0           | 0            | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0                      | 0.00            |
| <b>Grand Total</b>                            | <b>56,741</b>                   | <b>0</b>    | <b>1,824</b> | <b>327</b>  | <b>0</b>    | <b>0</b>    | <b>0</b>    | <b>0</b>    | <b>0</b>    | <b>0</b>    | <b>0</b>    | <b>0</b>    | <b>0</b>    | <b>58,892</b>          | <b>2,150.78</b> |

Three Arch Bay Community Service District

| Delinquencies<br>2/23/2022        |                     |                      |
|-----------------------------------|---------------------|----------------------|
| Three or more Quarters delinquent | Amount              | Notes                |
|                                   | \$ 877.23           | Pre-lien letter sent |
|                                   | \$ 657.35           |                      |
|                                   | \$ 658.31           |                      |
| Liened Properties                 | \$ 83,823.01        |                      |
| TOTAL                             | <u>\$ 86,015.90</u> |                      |



# Morgan Stanley

CLIENT STATEMENT | For the Period February 1-28, 2022

STATEMENT FOR:  
THREE ARCH BAY DISTRICT

TOTAL VALUE OF YOUR ACCOUNT (as of 2/28/22) **\$2,423,541.48**  
*Includes Accrued Interest*

Morgan Stanley Smith Barney LLC. Member SIPC.

User Fee

#BWNJGWM

THREE ARCH BAY DISTRICT  
USER FEE ACCOUNT  
5 BAY DRIVE  
LAGUNA BEACH CA 92651-6780

Your Financial Advisor Team  
Monarch Beach Wealth Management Group

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Stacey Chung  
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Client Service Center (24 Hours a Day; 7 Days a Week): 800-869-3326

Access Your Account Online: [www.morganstanley.com/online](http://www.morganstanley.com/online)

INVESTMENTS AND INSURANCE PRODUCTS: NOT FDIC INSURED • NOT A BANK DEPOSIT •  
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • NOT BANK GUARANTEED •  
MAY LOSE VALUE

## Standard Disclosures

The following Disclosures are applicable to the enclosed statement(s). Expanded Disclosures are attached to your most recent June and December statement (or your first Statement if you have not received a statement for those months). The Expanded Disclosures are also available by selecting Account Documents when you log on to [www.morganstanley.com/online](http://www.morganstanley.com/online) or, call 800-869-3326.

### Questions?

Questions regarding your account may be directed to us by using the contact information on the statement cover page, or the Client Service Center at (800) 869-3326.

### Errors and Inquiries

Be sure to review your statement promptly, and immediately address any concerns regarding entries that you do not understand or believe were made in error by contacting the Branch Manager of the office where you maintain your account. Oral communications regarding any inaccuracy or discrepancy in this statement should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). Your statement will be deemed correct unless we receive a written inquiry of a suspected error. See your account documentation for special rules regarding your rights and responsibilities with respect to erroneous electronic fund transfers, including a description of the transfers covered. For concerns or complaints, contact our Client Relations Department at (866) 227-2256.

### Senior Investor Helpline

In order to provide Morgan Stanley's senior investor clients a convenient way to communicate with us, we offer a Senior Investor Helpline. Senior investors or those acting on their behalf may call (800) 280-4534, Monday-Friday 9am-7pm Eastern Time.

### Availability of Free Credit Balances and Financial Statements

Under the customer protection rules of the SEC [17 CFR §240.15c3-3], we may use funds comprising free credit balances carried for customer accounts here, provided that these funds are payable to customers on demand (i.e., are free of a lien or right of set-off in our favor or on behalf of some third party to whom you have given control). A financial statement of this organization is available for your personal inspection at its offices, or a copy will be mailed to you upon your written request.

### Listed Options

Information with respect to commissions and other charges related to the execution of options transactions has been included in confirmations of such transactions previously furnished to you and such information will be made available to you promptly at your request. Promptly advise us of any material change in your investment objectives or financial situation.

### Important Information if you are a Margin Customer (not available for certain retirement accounts)

If you have margin privileges, you may borrow money from us in exchange for pledging assets in your accounts as collateral for any outstanding margin loan. The amount you may borrow is based on the value of the eligible securities in your margin accounts. If a security has eligible shares, the number of shares pledged as collateral will be indicated below the position.

### Margin Interest Charges

We calculate interest charges on margin loans as follows: (1) multiply the applicable margin interest rate by the daily close of business net settled debit balance, and (2) divide by 360 (days). Margin interest accrues daily throughout the month and is added to your debit balance at month-end. The month-end interest charge is the sum of the daily accrued interest calculations for the month. We add the accrued interest to your debit balance and start a new calculation each time the applicable interest rate changes and at the close of every statement month. For interest rate information, log into your Morgan Stanley account at [www.morganstanley.com/online](http://www.morganstanley.com/online). Select your account with a Margin agreement and click Interest Rates for more information.

### Information regarding Special Memorandum Account

If you have a Margin Account, this is a combined statement of your Margin Account and Special Memorandum Account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection at your request.

### Important Information About Auction Rate Securities

For certain Auction Rate Securities there is no or limited liquidity. Therefore, the price(s) for these Auction Rate Securities are indicated by N/A (not available). There can be no assurance that a successful auction will occur or that a secondary market exists or will develop for a particular security.

### Structured Investments Risks and Considerations

Structured Investments (Structured Products) are complex products and may be subject to special risks. Investors should consider the concentration risk of owning the related security and their total exposure to any underlying asset. Structured Investments, which may appear in various statement product categories and are identified on the Position Description Details line as "Asset Class: Struct Inv," may not perform in a manner consistent with the statement product category where they appear and therefore may not satisfy portfolio asset allocation needs for that category. For information on the risks and conflicts of interest related to Structured Investments generally, log in to Morgan Stanley Online and go to

[www.morganstanley.com/structuredproductsrisksandconflicts](http://www.morganstanley.com/structuredproductsrisksandconflicts).

### Security Measures

This statement features several embedded security elements to safeguard its authenticity. One is a unique blue security rectangle, printed in heat-sensitive ink on the back of every page. When exposed to warmth, the color will disappear, and then reappear.

### SIPC Protection

We are a member of Securities Investor Protection Corporation (SIPC), which protects securities of its customers up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available upon request or at [www.sipc.org](http://www.sipc.org). Losses due to market fluctuation are not protected by SIPC and assets not held with us may not be covered by SIPC protection. To obtain information about SIPC, including an explanatory SIPC brochure, contact SIPC at 1-202-371-8300 or visit [www.sipc.org](http://www.sipc.org).

### Transaction Dates and Conditions

Upon written request, we will furnish the date and time of a transaction and the name of the other party to a transaction. We and/or our affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits and the source and amount of any other remuneration received or to be received by us in connection with any transaction will be furnished upon written request.

### Equity Research Ratings Definitions and Global Investment Manager Analysis Status

Some equity securities may have research ratings from Morgan Stanley & Co. LLC or Morningstar, Inc. Research ratings are the research providers' opinions and not representations or guarantees of performance. For more information about each research provider's rating system, see the Research Ratings on your most recent June or December statement (or your first statement if you have not received a statement for those months), go to [www.morganstanley.com/online](http://www.morganstanley.com/online) or refer to the research provider's research report. Research reports contain more complete information concerning the analyst's views and you should read the entire research report and not infer its contents from the rating alone. If your account contains an advisory component or is an advisory account, a GIMA status will apply.

**Credit Ratings from Moody's Investors Service and Standard & Poor's**  
The credit rating from Moody's Investors Service and Standard & Poor's may be shown for certain securities. All credit ratings represent the opinions of the provider and are not representations or guarantees of performance. Please contact us if you need further information or assistance in interpreting these credit ratings.

Revised 05/2021

Active Assets Account

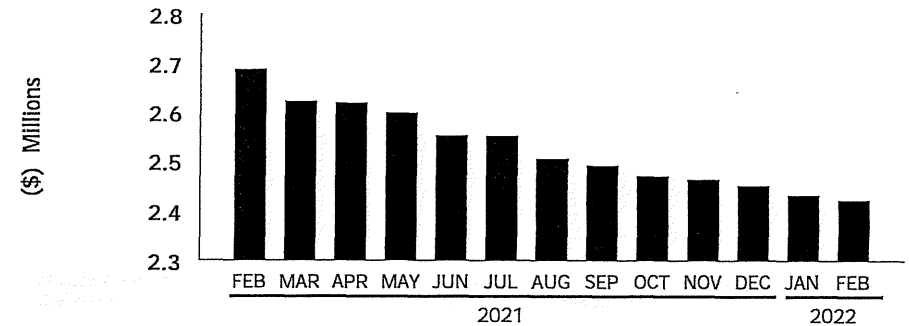
THREE ARCH BAY DISTRICT  
USER FEE ACCOUNT  
Nickname: User Fee Account

## Account Summary

| CHANGE IN VALUE OF YOUR ACCOUNT (includes accrued interest) |                                 |                               |
|---|---------------------------------|-------------------------------|
|   | This Period<br>(2/1/22-2/28/22) | This Year<br>(1/1/22-2/28/22) |
| TOTAL BEGINNING VALUE                                       | \$2,433,023.31                  | \$2,451,783.82                |
| Credits   | —                               | —                             |
| Debits  | (2,595.50)                      | (4,730.40)                    |
| Security Transfers  | —                               | —                             |
| Net Credits/Debits/Transfers                                | \$(2,595.50)                    | \$(4,730.40)                  |
| Change in Value   | (6,886.33)                      | (23,511.94)                   |
| TOTAL ENDING VALUE  | \$2,423,541.48                  | \$2,423,541.48                |

## MARKET VALUE OVER TIME

The below chart displays the most recent thirteen months of Market Value.

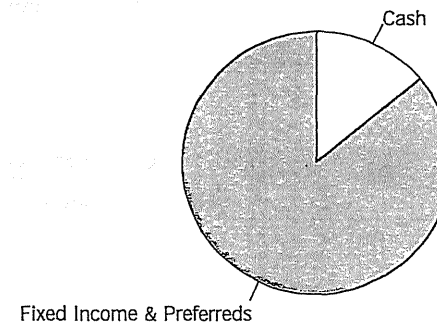


This chart does not reflect corrections to Market Value made subsequent to the dates depicted. It may exclude transactions in Annuities or positions where we are not the custodian, which could delay the reporting of Market Value.

## ASSET ALLOCATION (includes accrued interest)

|                           | Market Value   | Percentage |
|---------------------------|----------------|------------|
| Cash                      | \$335,302.35   | 13.84      |
| Fixed Income & Preferreds | 2,088,239.13   | 86.16      |
| TOTAL VALUE               | \$2,423,541.48 | 100.00%    |

FDIC rules apply and Bank Deposits are eligible for FDIC insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures. Values may include assets externally held, which are provided to you as a courtesy, and may not be covered by SIPC. For additional information, refer to the corresponding section of this statement.



This asset allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications do not constitute a recommendation and may differ from the classification of instruments for regulatory or tax purposes.

## Account Summary

Active Assets Account

THREE ARCH BAY DISTRICT  
USER FEE ACCOUNT  
Nickname: User Fee Account

## BALANCE SHEET (^ includes accrued interest)

|  | Last Period<br>(as of 1/31/22) | This Period<br>(as of 2/28/22) |
|--|--------------------------------|--------------------------------|
| Cash, BDP, MMFs                                | \$336,645.29                   | \$335,302.35                   |
| Government Securities ^                        | 2,096,378.02                   | 2,088,239.13                   |
| <b>Total Assets</b>                            | <b>\$2,433,023.31</b>          | <b>\$2,423,541.48</b>          |
| <b>Total Liabilities (outstanding balance)</b> | <b>—</b>                       | <b>—</b>                       |
| <b>TOTAL VALUE</b>                             | <b>\$2,433,023.31</b>          | <b>\$2,423,541.48</b>          |

## INCOME AND DISTRIBUTION SUMMARY

|                                       | This Period<br>(2/1/22-2/28/22) | This Year<br>(1/1/22-2/28/22) |
|---------------------------------------|---------------------------------|-------------------------------|
| Interest                              | \$1,252.56                      | \$1,255.43                    |
| <b>Income And Distributions</b>       | <b>\$1,252.56</b>               | <b>\$1,255.43</b>             |
| <b>Tax-Exempt Income</b>              | <b>—</b>                        | <b>—</b>                      |
| <b>TOTAL INCOME AND DISTRIBUTIONS</b> | <b>\$1,252.56</b>               | <b>\$1,255.43</b>             |

Taxable and tax exempt income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

## ADDITIONAL ACCOUNT INFORMATION

| Category                      | This Period<br>(2/1/22-2/28/22) | This Year<br>(1/1/22-2/28/22) |
|-------------------------------|---------------------------------|-------------------------------|
| U.S. Treasury Coupon Interest | \$1,250.00                      | \$1,250.00                    |

All Municipal and U.S. Treasury coupon interest displayed in this section is also included in the Income and Distribution Summary. Municipal interest above is subject to federal income tax, but may be exempt from state and local income tax. U.S. Treasury interest is subject to federal income tax, but is exempt from both state and local income tax.

## CASH FLOW

|  | This Period<br>(2/1/22-2/28/22) | This Year<br>(1/1/22-2/28/22) |
|--|---------------------------------|-------------------------------|
| <b>OPENING CASH, BDP, MMFs</b>           | <b>\$336,645.29</b>             | <b>\$338,777.32</b>           |
| Income and Distributions                 | 1,252.56                        | 1,255.43                      |
| <b>Total Investment Related Activity</b> | <b>\$1,252.56</b>               | <b>\$1,255.43</b>             |
| <b>Total Cash Related Activity</b>       | <b>—</b>                        | <b>—</b>                      |
| Checks Written                           | (2,573.69)                      | (4,686.68)                    |
| Automated Payments                       | (21.81)                         | (43.72)                       |
| <b>Total Card/Check Activity</b>         | <b>\$(2,595.50)</b>             | <b>\$(4,730.40)</b>           |
| <b>CLOSING CASH, BDP, MMFs</b>           | <b>\$335,302.35</b>             | <b>\$335,302.35</b>           |

## GAIN/(LOSS) SUMMARY

|                   | Realized This Period<br>(2/1/22-2/28/22) | Realized This Year<br>(1/1/22-2/28/22) | Unrealized<br>Inception to Date<br>(as of 2/28/22) |
|-------------------|--|--|--|
| Short-Term (Loss) | —  | —                                      | \$(53,401.27)                                      |

The Gain/(Loss) Summary, which may change due to basis adjustments, is provided for informational purposes and should not be used for tax preparation. Refer to Gain/(Loss) in the Expanded Disclosures.

Active Assets Account

THREE ARCH BAY DISTRICT  
USER FEE AGGOUNT  
Nickname: User Fee Account

## Account Detail

Investment Objectives (in order of priority): Income, Capital Appreciation  
Inform us if your investment objectives, as defined in the Expanded Disclosures, change.

Brokerage Account

## HOLDINGS

This section reflects positions purchased/sold on a trade date basis. "Market Value" and "Unrealized Gain/(Loss)" may not reflect the value that could be obtained in the market. Your actual investment return may differ from the unrealized gain/(loss) displayed. Fixed Income securities are sorted by maturity or pre-refunding date, and alphabetically within date. Estimated Annual Income a) is calculated on a pre-tax basis, b) does not include any reduction for applicable non-US withholding taxes, c) may include return of principal or capital gains which could overstate such estimates, and d) for holdings that have a defined maturity date within the next 12 months, is reflected only through maturity date. Actual income or yield may be lower or higher than the estimates. Current Yield reflects the income generated by an investment, and is calculated by dividing the total estimated annual income by the current market value of the entire position. It does not reflect changes in its price. Structured Investments, identified on the Position Description Details line as "Asset Class: Struct Inv," may appear in various statement product categories. When displayed, the accrued interest, annual income and current yield for those with a contingent income feature (e.g., Range Accrual Notes or Contingent Income Notes) are estimates and assume specified accrual conditions are met during the relevant period and payment in full of all contingent interest. For Floating Rate Securities, the accrued interest, annual income and current yield are estimates based on the current floating coupon rate and may not reflect historic rates within the accrual period.

## CASH, BANK DEPOSIT PROGRAM AND MONEY MARKET FUNDS

Cash, Bank Deposit Program, and Money Market Funds are generally displayed on a settlement date basis. You have the right to instruct us to liquidate your bank deposit balance(s) or shares of any money market fund balance(s) at any time and have the proceeds of such liquidation remitted to you. Estimated Annual Income, Accrued Interest, and APY% will only be displayed for fully settled positions.

| Description                      | Market Value        | 7-Day<br>Current Yield % | Est Ann Income | APY % |
|----------------------------------|---------------------|--------------------------|----------------|-------|
| MORGAN STANLEY BANK N.A. #       | \$164,748.69        | —                        | \$16.00        | 0.010 |
| MORGAN STANLEY PRIVATE BANK NA # | 170,553.66          | —                        | 17.00          | 0.010 |
| <b>BANK DEPOSITS</b>             | <b>\$335,302.35</b> |                          | <b>\$33.00</b> |       |

|                            | Percentage<br>of Holdings | Market Value        | Est Ann Income |
|----------------------------|---------------------------|---------------------|----------------|
| <b>CASH, BDP, AND MMFs</b> | <b>13.84%</b>             | <b>\$335,302.35</b> | <b>\$33.00</b> |

# Bank Deposits are held at Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association, affiliates of Morgan Stanley Smith Barney LLC and each a national bank and FDIC member.

## GOVERNMENT SECURITIES

### TREASURY SECURITIES

| Security Description   | Trade Date | Face Value  | Orig Unit Cost<br>Adj Unit Cost      | Unit Price | Orig Total Cost<br>Adj Total Cost                    | Market Value             | Unrealized<br>Gain/(Loss)  | Est Ann Income<br>Accrued Interest | Current<br>Yield % |
|--|------------|-------------|--------------------------------------|------------|--|--------------------------|----------------------------|------------------------------------|--------------------|
| UNITED STATES TREASURY BILL<br>Zero Coupon; Matures 08/11/2022; CUSIP 912796L64<br>Issued 08/12/21; Asset Class: FI & Pref | 12/15/21   | 200,000.000 | \$99.991<br>\$99.991                 | \$99.716   | \$199,982.97<br>\$199,982.97                         | \$199,432.00             | \$(550.97) ST              | —<br>—                             | —<br>—             |
| UNITED STATES TREASURY BILL<br>Zero Coupon; Matures 10/06/2022; CUSIP 912796M89  | 12/15/21   | 200,000.000 | 99.991<br>99.991<br>99.991<br>99.991 | 99.574     | 199,981.46<br>199,981.46<br>199,981.46<br>199,981.46 | 199,148.00<br>199,148.00 | (833.46) ST<br>(833.46) ST |                                    |                    |

## Account Detail

Active Assets Account

THREE ARCH BAY DISTRICT  
USER FEE ACCOUNT  
Nickname: User Fee Account

| Security Description   | Trade Date                | Face Value    | <u>Orig Unit Cost</u><br>Adj Unit Cost | Unit Price | <u>Orig Total Cost</u><br>Adj Total Cost | Market Value   | Unrealized<br>Gain/(Loss) | <u>Est Ann Income</u><br>Accrued Interest | Current<br>Yield % |
|--|---------------------------|---------------|--|------------|--|----------------|---------------------------|---|--------------------|
|  | Total                     | 400,000.000   |  |            | 399,962.92<br>399,962.92                 | 398,296.00     | (1,666.92) ST             | —<br>—                                    | —<br>—             |
| <i>Issued 10/07/21; Asset Class: FI &amp; Pref</i>   |                           |               |  |            |  |                |                           |   |                    |
| UNITED STATES TREASURY BILL  | 12/15/21                  | 200,000.000   | 99.989                                 | 99.525     | 199,978.90                               |                |                           | —   | —                  |
| Zero Coupon; Matures 12/01/2022; CUSIP 912796P94   |                           |               | 99.989                                 |            | 199,978.90                               | 199,050.00     | (928.90) ST               | —   | —                  |
| <i>Issued 12/02/21; Asset Class: FI &amp; Pref</i>   |                           |               |  |            |  |                |                           |   |                    |
| UNITED STATES TREASURY NOTE  | 12/15/21                  | 200,000.000   | 99.955                                 | 98.922     | 199,909.73                               |                |                           | 250.00                                    | 0.12               |
| Coupon Rate 0.125%; Matures 03/31/2023; CUSIP 91282CBU4  |                           |               | 99.955                                 |            | 199,909.73                               | 197,844.00     | (2,065.73) ST             | 103.71                                    |                    |
| <i>Interest Paid Semi-Annually Mar/Sep; Yield to Maturity 1.122%; Moody AAA; Issued 03/31/21; Asset Class: FI &amp; Pref</i> |                           |               |  |            |  |                |                           |   |                    |
| UNITED STATES TREASURY NOTE  | 8/31/21                   | 400,000.000   | 99.281                                 | 95.102     | 397,125.80                               |                |                           | 1,000.00                                  | 0.26               |
| Coupon Rate 0.250%; Matures 08/31/2025; CUSIP 91282CAJ0  |                           |               | 99.281                                 |            | 397,125.80                               | 380,408.00     | (16,717.80) ST            | —   |                    |
| <i>Interest Paid Semi-Annually Feb/Aug; Yield to Maturity 1.694%; Moody AAA; Issued 08/31/20; Asset Class: FI &amp; Pref</i> |                           |               |  |            |  |                |                           |   |                    |
| UNITED STATES TREASURY NOTE  | 8/26/21                   | 450,000.000   | 98.825                                 | 94.859     | 444,711.55                               |                |                           | 1,125.00                                  | 0.26               |
| Coupon Rate 0.250%; Matures 10/31/2025; CUSIP 91282CAT8  |                           |               | 98.825                                 |            | 444,711.55                               | 426,865.50     | (17,846.05) ST            | 372.92                                    |                    |
| <i>Interest Paid Semi-Annually Apr/Oct; Yield to Maturity 1.699%; Moody AAA; Issued 11/02/20; Asset Class: FI &amp; Pref</i> |                           |               |  |            |  |                |                           |   |                    |
| UNITED STATES TREASURY NOTE  | 8/31/21                   | 300,000.000   | 99.831                                 | 95.289     | 299,491.90                               |                |                           | 1,500.00                                  | 0.52               |
| Coupon Rate 0.500%; Matures 02/28/2026; CUSIP 91282CBQ3  |                           |               | 99.831                                 |            | 299,491.90                               | 285,867.00     | (13,624.90) ST            | —   |                    |
| <i>Interest Paid Semi-Annually Feb/Aug; Yield to Maturity 1.724%; Moody AAA; Issued 03/01/21; Asset Class: FI &amp; Pref</i> |                           |               |  |            |  |                |                           |   |                    |
|  | Percentage<br>of Holdings | Face Value    |  |            | <u>Orig Total Cost</u><br>Adj Total Cost | Market Value   | Unrealized<br>Gain/(Loss) | <u>Est Ann Income</u><br>Accrued Interest | Current<br>Yield % |
| GOVERNMENT SECURITIES  |                           | 2,150,000.000 |  |            | \$2,141,163.77<br>\$2,141,163.77         | \$2,087,762.50 | \$(53,401.27) ST          | \$3,875.00<br>\$476.63                    | 0.19%              |
| TOTAL GOVERNMENT SECURITIES<br>(includes accrued interest)   | 86.16%                    |               |  |            |  | \$2,088,239.13 |                           |   |                    |
|  | Percentage<br>of Holdings |               |  |            | Total Cost                               | Market Value   | Unrealized<br>Gain/(Loss) | <u>Est Ann Income</u><br>Accrued Interest | Current<br>Yield % |
| TOTAL VALUE  |                           |               |  |            | \$2,141,163.77                           | \$2,423,064.85 | \$(53,401.27) ST          | \$3,908.00<br>\$476.63                    | 0.16%              |
| TOTAL VALUE (includes accrued interest)  | 100.00%                   |               |  |            |  | \$2,423,541.48 |                           |   |                    |

Unrealized Gain/(Loss) totals only reflect positions that have both cost basis and market value information available. Cash, MMF, Deposits and positions stating 'Please Provide' or 'Pending Corporate Actions' are not included.

## Account Detail

Active Assets Account

THREE ARCH BAY DISTRICT  
USER FEE ACCOUNT  
Nickname: User Fee Account

### ALLOCATION OF ASSETS (^ includes accrued interest)

|                                     | Cash                | Equities | Fixed Income &<br>Preferred Securities | Alternatives | Structured<br>Investments | Other    |
|-------------------------------------|---------------------|----------|--|--------------|---------------------------|----------|
| Cash, BDP, MMFs                     | \$335,302.35        | —        | —                                      | —            | —                         | —        |
| Government Securities ^             | —                   | —        | \$2,088,239.13                         | —            | —                         | —        |
| <b>TOTAL ALLOCATION OF ASSETS ^</b> | <b>\$335,302.35</b> | <b>—</b> | <b>\$2,088,239.13</b>                  | <b>—</b>     | <b>—</b>                  | <b>—</b> |

## ACTIVITY

### CASH FLOW ACTIVITY BY DATE

| Activity<br>Date | Settlement<br>Date | Activity Type     | Description                    | Comments                         | Quantity | Price | Credits/(Debits) |
|------------------|--------------------|-------------------|--------------------------------|----------------------------------|----------|-------|------------------|
| 2/4              |                    | Check             | PELATON SWEEPING SERVICE       | Check # 2125                     |          |       | \$(1,365.00)     |
| 2/7              |                    | Automated Payment | SD GAS & ELEC PAID SDGE        | AUTOMATIC BILL PAYMENT           |          |       | (21.81)          |
| 2/7              |                    | Check             | ASYST                          | Check # 2123                     |          |       | (932.69)         |
| 2/8              |                    | Check             | OMNISITE                       | Check # 2124                     |          |       | (276.00)         |
| 2/28             |                    | Interest Income   | UNITED STATES TREASURY NOTE    | 0.500% DUE2026-02-28 [91282CBQ3] |          |       | 750.00           |
| 2/28             |                    | Interest Income   | UNITED STATES TREASURY NOTE    | 0.250% DUE2025-08-31 [91282CAJ0] |          |       | 500.00           |
| 2/28             |                    | Interest Income   | MORGAN STANLEY PRIVATE BANK NA | (Period 02/01-02/28)             |          |       | 1.31             |
| 2/28             |                    | Interest Income   | MORGAN STANLEY BANK N.A.       | (Period 02/01-02/28)             |          |       | 1.25             |

NET CREDITS/(DEBITS) \$(1,342.94)

### DEBIT CARD & CHECKING ACTIVITY

#### CHECKS WRITTEN

| Date<br>Written | Activity<br>Date | Check Number | Activity Type | Payee                    | Expense Category | Credits/(Debits) |
|-----------------|------------------|--------------|---------------|--------------------------|------------------|------------------|
| 1/24            | 2/7              | 2123         | Check         | ASYST                    |                  | \$(932.69)       |
| 1/24            | 2/8              | 2124         | Check         | OMNISITE                 |                  | (276.00)         |
| 1/24            | 2/4              | 2125         | Check         | PELATON SWEEPING SERVICE |                  | (1,365.00)       |

TOTAL CHECKS WRITTEN \$(2,573.69)

#### AUTOMATED PAYMENTS

Bill pay and other electronic activity, which may include checks you wrote that were processed by Automated Clearing House processing.

#### Transaction Activity

| Date | Date | Activity Type     | Payee                   | Credits/(Debits) |
|------|------|-------------------|-------------------------|------------------|
| 2/7  | 2/7  | Automated Payment | SD GAS & ELEC PAID SDGE | \$(21.81)        |

TOTAL AUTOMATED PAYMENTS \$(21.81)

## Account Detail

Active Assets Account

THREE ARCH BAY DISTRICT  
USER FEE ACCOUNT  
Nickname: User Fee Account

## MONEY MARKET FUND (MMF) AND BANK DEPOSIT PROGRAM ACTIVITY

| Activity Date           | Activity Type        | Description          | Credits/(Debits) |
|-------------------------|----------------------|----------------------|------------------|
| 2/4                     | Automatic Redemption | BANK DEPOSIT PROGRAM | \$(1,365.00)     |
| 2/7                     | Automatic Redemption | BANK DEPOSIT PROGRAM | (954.50)         |
| 2/8                     | Automatic Redemption | BANK DEPOSIT PROGRAM | (276.00)         |
| 2/28                    | Automatic Investment | BANK DEPOSIT PROGRAM | 1,250.00         |
| 2/28                    | Automatic Investment | BANK DEPOSIT PROGRAM | 1.31             |
| 2/28                    | Automatic Investment | BANK DEPOSIT PROGRAM | 1.25             |
| NET ACTIVITY FOR PERIOD |                      |                      | \$(1,342.94)     |

## MESSAGES

## FINRA BrokerCheck

FINRA has established the public disclosure program, known as BrokerCheck, to provide certain information regarding the disciplinary history of FINRA members and their associated persons. The BrokerCheck Hotline Number is 1-800-289-9999. The FINRA web site address is [www.finra.org](http://www.finra.org). An investor brochure that includes information describing FINRA BrokerCheck may be obtained from FINRA.

## Tips on Protecting Yourself from Fraudulent Account Activity

The COVID 19 crisis is creating opportunities for fraudsters to exploit individuals, especially senior citizens. The safety of our clients is of utmost importance to Morgan Stanley. We are taking this opportunity to alert our clients of the following scams that have been identified by a number of organizations. Please be reminded that you should never provide your account numbers, passwords, or personal information, including your social security number, to anyone you do not know. Be aware that as a result of COVID 19, these scams have been identified: Treatment scams; Supply scams; Provider scams; Charity scams; Phishing scams; App scams; Investment scams; Tech Support scams; Home Sanitation scams; and Government Assistance scams

If you have any questions regarding these scams, please immediately contact us.

## Senior Investor Helpline

For any inquiries or potential concerns, senior investors or someone acting on their behalf may contact our Firm by calling (800) 280-4534.



# Morgan Stanley

CLIENT STATEMENT | For the Period February 1-28, 2022

STATEMENT FOR:  
THREE ARCH BAY DISTRICT  
GENERAL FUND

TOTAL VALUE OF YOUR ACCOUNT (as of 2/28/22) **\$4,159,831.89**  
*Includes Accrued Interest*

Morgan Stanley Smith Barney LLC. Member SIPC.

General Fund

#BWNJGWM

THREE ARCH BAY DISTRICT  
GENERAL FUND  
5 BAY DRIVE  
LAGUNA BEACH CA 92651-6780

Your Financial Advisor Team  
Monarch Beach Wealth Management Group

Your Financial Advisors  
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Managing Director, Wealth Mgmt  
George.Strnad@morganstanley.com  
949 955-7876

Stacey Chung  
First Vice President  
Stacey.Chung@morganstanley.com  
949 955-7877

Your Branch  
28202 CABOT RD STE 500  
LAGUNA NIGUEL, CA 92677  
Telephone: 949-365-1775; Alt. Phone: 800-965-2576; Fax: 949-365-5398

Client Service Center (24 Hours a Day; 7 Days a Week): 800-869-3326

Access Your Account Online: [www.morganstanley.com/online](http://www.morganstanley.com/online)

INVESTMENTS AND INSURANCE PRODUCTS: NOT FDIC INSURED • NOT A BANK DEPOSIT •  
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • NOT BANK GUARANTEED •  
MAY LOSE VALUE

## Standard Disclosures

The following Disclosures are applicable to the enclosed statement(s). Expanded Disclosures are attached to your most recent June and December statement (or your first Statement if you have not received a statement for those months). The Expanded Disclosures are also available by selecting Account Documents when you log on to [www.morganstanley.com/online](http://www.morganstanley.com/online) or, call 800-869-3326.

### Questions?

Questions regarding your account may be directed to us by using the contact information on the statement cover page, or the Client Service Center at (800) 869-3326.

### Errors and Inquiries

Be sure to review your statement promptly, and immediately address any concerns regarding entries that you do not understand or believe were made in error by contacting the Branch Manager of the office where you maintain your account. Oral communications regarding any inaccuracy or discrepancy in this statement should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). Your statement will be deemed correct unless we receive a written inquiry of a suspected error. See your account documentation for special rules regarding your rights and responsibilities with respect to erroneous electronic fund transfers, including a description of the transfers covered. For concerns or complaints, contact our Client Relations Department at (866) 227-2256.

### Senior Investor Helpline

In order to provide Morgan Stanley's senior investor clients a convenient way to communicate with us, we offer a Senior Investor Helpline. Senior investors or those acting on their behalf may call (800) 280-4534, Monday-Friday 9am-7pm Eastern Time.

### Availability of Free Credit Balances and Financial Statements

Under the customer protection rules of the SEC [17 CFR §240.15c3-3], we may use funds comprising free credit balances carried for customer accounts here, provided that these funds are payable to customers on demand (i.e., are free of a lien or right of set-off in our favor or on behalf of some third party to whom you have given control). A financial statement of this organization is available for your personal inspection at its offices, or a copy will be mailed to you upon your written request.

### Listed Options

Information with respect to commissions and other charges related to the execution of options transactions has been included in confirmations of such transactions previously furnished to you and such information will be made available to you promptly at your request. Promptly advise us of any material change in your investment objectives or financial situation.

### Important Information if you are a Margin Customer (not available for certain retirement accounts)

If you have margin privileges, you may borrow money from us in exchange for pledging assets in your accounts as collateral for any outstanding margin loan. The amount you may borrow is based on the value of the eligible securities in your margin accounts. If a security has eligible shares, the number of shares pledged as collateral will be indicated below the position.

### Margin Interest Charges

We calculate interest charges on margin loans as follows: (1) multiply the applicable margin interest rate by the daily close of business net settled debit balance, and (2) divide by 360 (days). Margin interest accrues daily throughout the month and is added to your debit balance at month-end. The month-end interest charge is the sum of the daily accrued interest calculations for the month. We add the accrued interest to your debit balance and start a new calculation each time the applicable interest rate changes and at the close of every statement month. For interest rate information, log into your Morgan Stanley account at [www.morganstanley.com/online](http://www.morganstanley.com/online). Select your account with a Margin agreement and click Interest Rates for more information.

### Information regarding Special Memorandum Account

If you have a Margin Account, this is a combined statement of your Margin Account and Special Memorandum Account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection at your request.

### Important Information About Auction Rate Securities

For certain Auction Rate Securities there is no or limited liquidity. Therefore, the price(s) for these Auction Rate Securities are indicated by N/A (not available). There can be no assurance that a successful auction will occur or that a secondary market exists or will develop for a particular security.

### Structured Investments Risks and Considerations

Structured Investments (Structured Products) are complex products and may be subject to special risks. Investors should consider the concentration risk of owning the related security and their total exposure to any underlying asset. Structured Investments, which may appear in various statement product categories and are identified on the Position Description Details line as "Asset Class: Struct Inv," may not perform in a manner consistent with the statement product category where they appear and therefore may not satisfy portfolio asset allocation needs for that category. For information on the risks and conflicts of interest related to Structured Investments generally, log in to Morgan Stanley Online and go to

[www.morganstanley.com/structuredproductsrisksandconflicts](http://www.morganstanley.com/structuredproductsrisksandconflicts).

### Security Measures

This statement features several embedded security elements to safeguard its authenticity. One is a unique blue security rectangle, printed in heat-sensitive ink on the back of every page. When exposed to warmth, the color will disappear, and then reappear.

### SIPC Protection

We are a member of Securities Investor Protection Corporation (SIPC), which protects securities of its customers up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available upon request or at [www.sipc.org](http://www.sipc.org). Losses due to market fluctuation are not protected by SIPC and assets not held with us may not be covered by SIPC protection. To obtain information about SIPC, including an explanatory SIPC brochure, contact SIPC at 1-202-371-8300 or visit [www.sipc.org](http://www.sipc.org).

### Transaction Dates and Conditions

Upon written request, we will furnish the date and time of a transaction and the name of the other party to a transaction. We and/or our affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits and the source and amount of any other remuneration received or to be received by us in connection with any transaction will be furnished upon written request.

### Equity Research Ratings Definitions and Global Investment Manager Analysis Status

Some equity securities may have research ratings from Morgan Stanley & Co. LLC or Morningstar, Inc. Research ratings are the research providers' opinions and not representations or guarantees of performance. For more information about each research provider's rating system, see the Research Ratings on your most recent June or December statement (or your first statement if you have not received a statement for those months), go to [www.morganstanley.com/online](http://www.morganstanley.com/online) or refer to the research provider's research report. Research reports contain more complete information concerning the analyst's views and you should read the entire research report and not infer its contents from the rating alone. If your account contains an advisory component or is an advisory account, a GIMA status will apply.

**Credit Ratings from Moody's Investors Service and Standard & Poor's**  
The credit rating from Moody's Investors Service and Standard & Poor's may be shown for certain securities. All credit ratings represent the opinions of the provider and are not representations or guarantees of performance. Please contact us if you need further information or assistance in interpreting these credit ratings.

Revised 05/2021

Active Assets Account

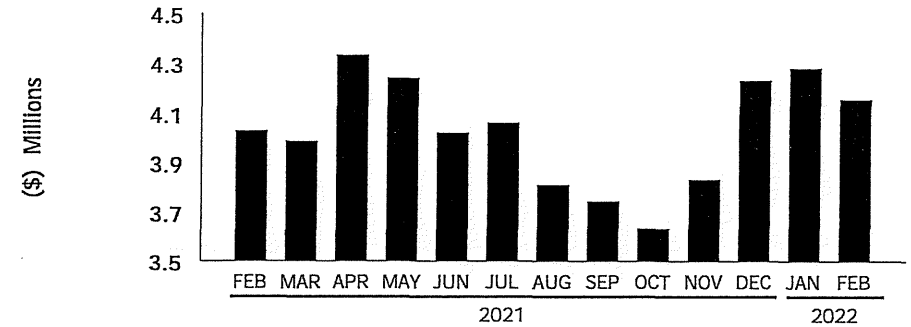
THREE ARCH BAY DISTRICT  
GENERAL FUND  
Nickname: General Fund

## Account Summary

| CHANGE IN VALUE OF YOUR ACCOUNT (includes accrued interest) |                                 |                               |
|---|---------------------------------|-------------------------------|
|   | This Period<br>(2/1/22-2/28/22) | This Year<br>(1/1/22-2/28/22) |
| TOTAL BEGINNING VALUE                                       | \$4,286,364.05                  | \$4,235,823.55                |
| Credits   | 2,163.48                        | 95,293.78                     |
| Debits  | (119,082.89)                    | (136,620.66)                  |
| Security Transfers  | —                               | —                             |
| Net Credits/Debits/Transfers                                | \$(116,919.41)                  | \$(41,326.88)                 |
| Change in Value   | (9,612.75)                      | (34,664.78)                   |
| TOTAL ENDING VALUE  | \$4,159,831.89                  | \$4,159,831.89                |

## MARKET VALUE OVER TIME

The below chart displays the most recent thirteen months of Market Value.

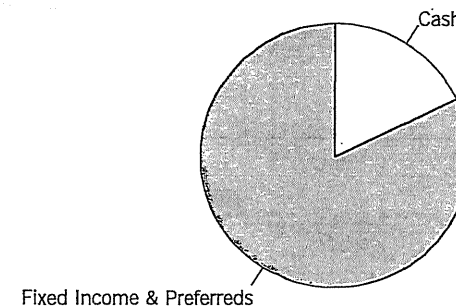


This chart does not reflect corrections to Market Value made subsequent to the dates depicted. It may exclude transactions in Annuities or positions where we are not the custodian, which could delay the reporting of Market Value.

## ASSET ALLOCATION (includes accrued interest)

|                           | Market Value   | Percentage |
|---------------------------|----------------|------------|
| Cash                      | \$739,344.42   | 17.77      |
| Fixed Income & Preferreds | 3,420,487.47   | 82.23      |
| TOTAL VALUE               | \$4,159,831.89 | 100.00%    |

FDIC rules apply and Bank Deposits are eligible for FDIC Insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures. Values may include assets externally held, which are provided to you as a courtesy, and may not be covered by SIPC. For additional information, refer to the corresponding section of this statement.



This asset allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications do not constitute a recommendation and may differ from the classification of instruments for regulatory or tax purposes.

## Account Summary

Active Assets Account THREE ARCH BAY DISTRICT  
GENERAL FUND  
Nickname: General Fund

### BALANCE SHEET (^ includes accrued interest)

|  | Last Period<br>(as of 1/31/22) | This Period<br>(as of 2/28/22) |
|--|--------------------------------|--------------------------------|
| Cash, BDP, MMFs                                | \$856,059.10                   | \$739,344.42                   |
| Government Securities ^                        | 3,430,304.95                   | 3,420,487.47                   |
| <b>Total Assets</b>                            | <b>\$4,286,364.05</b>          | <b>\$4,159,831.89</b>          |
| <b>Total Liabilities (outstanding balance)</b> | <b>—</b>                       | <b>—</b>                       |
| <b>TOTAL VALUE</b>                             | <b>\$4,286,364.05</b>          | <b>\$4,159,831.89</b>          |

### INCOME AND DISTRIBUTION SUMMARY

|                                       | This Period<br>(2/1/22-2/28/22) | This Year<br>(1/1/22-2/28/22) |
|---------------------------------------|---------------------------------|-------------------------------|
| Interest                              | \$204.73                        | \$211.73                      |
| <b>Income And Distributions</b>       | <b>\$204.73</b>                 | <b>\$211.73</b>               |
| <b>Tax-Exempt Income</b>              | <b>—</b>                        | <b>—</b>                      |
| <b>TOTAL INCOME AND DISTRIBUTIONS</b> | <b>\$204.73</b>                 | <b>\$211.73</b>               |

Taxable and tax exempt income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

### ADDITIONAL ACCOUNT INFORMATION

| Category                      | This Period<br>(2/1/22-2/28/22) | This Year<br>(1/1/22-2/28/22) |
|-------------------------------|---------------------------------|-------------------------------|
| U.S. Treasury Coupon Interest | \$199.00                        | \$199.00                      |

All Municipal and U.S. Treasury coupon interest displayed in this section is also included in the Income and Distribution Summary. Municipal interest above is subject to federal income tax, but may be exempt from state and local income tax. U.S. Treasury interest is subject to federal income tax, but is exempt from both state and local income tax.

### CASH FLOW

|  | This Period<br>(2/1/22-2/28/22) | This Year<br>(1/1/22-2/28/22) |
|--|---------------------------------|-------------------------------|
| <b>OPENING CASH, BDP, MMFs</b>           | <b>\$856,059.10</b>             | <b>\$780,459.57</b>           |
| Income and Distributions                 | 204.73                          | 211.73                        |
| <b>Total Investment Related Activity</b> | <b>\$204.73</b>                 | <b>\$211.73</b>               |
| Electronic Transfers-Credits             | 2,163.48                        | 95,293.78                     |
| <b>Total Cash Related Activity</b>       | <b>\$2,163.48</b>               | <b>\$95,293.78</b>            |
| Checks Written                           | (118,765.18)                    | (136,162.79)                  |
| Automated Payments                       | (317.71)                        | (457.87)                      |
| <b>Total Card/Check Activity</b>         | <b>\$(119,082.89)</b>           | <b>\$(136,620.66)</b>         |
| <b>CLOSING CASH, BDP, MMFs</b>           | <b>\$739,344.42</b>             | <b>\$739,344.42</b>           |

### GAIN/(LOSS) SUMMARY

|                   | Realized This Period<br>(2/1/22-2/28/22) | Realized This Year<br>(1/1/22-2/28/22) | Unrealized<br>Inception to Date<br>(as of 2/28/22) |
|-------------------|--|--|--|
| Short-Term (Loss) | —  | —                                      | \$(80,085.60)                                      |

The Gain/(Loss) Summary, which may change due to basis adjustments, is provided for informational purposes and should not be used for tax preparation. Refer to Gain/(Loss) in the Expanded Disclosures.

Active Assets Account

THREE ARCH BAY DISTRICT  
GENERAL FUND  
Nickname: General Fund

## Account Detail

Investment Objectives (in order of priority): Income, Capital Appreciation  
Inform us if your investment objectives, as defined in the Expanded Disclosures, change.

Brokerage Account

## HOLDINGS

This section reflects positions purchased/sold on a trade date basis. "Market Value" and "Unrealized Gain/(Loss)" may not reflect the value that could be obtained in the market. Your actual investment return may differ from the unrealized gain/(loss) displayed. Fixed Income securities are sorted by maturity or pre-refunding date, and alphabetically within date. Estimated Annual Income a) is calculated on a pre-tax basis, b) does not include any reduction for applicable non-US withholding taxes, c) may include return of principal or capital gains which could overstate such estimates, and d) for holdings that have a defined maturity date within the next 12 months, is reflected only through maturity date. Actual income or yield may be lower or higher than the estimates. Current Yield reflects the income generated by an investment, and is calculated by dividing the total estimated annual income by the current market value of the entire position. It does not reflect changes in its price. Structured Investments, identified on the Position Description Details line as "Asset Class: Struct Inv," may appear in various statement product categories. When displayed, the accrued interest, annual income and current yield for those with a contingent income feature (e.g., Range Accrual Notes or Contingent Income Notes) are estimates and assume specified accrual conditions are met during the relevant period and payment in full of all contingent interest. For Floating Rate Securities, the accrued interest, annual income and current yield are estimates based on the current floating coupon rate and may not reflect historic rates within the accrual period.

## CASH, BANK DEPOSIT PROGRAM AND MONEY MARKET FUNDS

Cash, Bank Deposit Program, and Money Market Funds are generally displayed on a settlement date basis. You have the right to instruct us to liquidate your bank deposit balance(s) or shares of any money market fund balance(s) at any time and have the proceeds of such liquidation remitted to you. Estimated Annual Income, Accrued Interest, and APY% will only be displayed for fully settled positions.

| Description                      | Market Value        | 7-Day<br>Current Yield % | Est Ann Income | APY % |
|----------------------------------|---------------------|--------------------------|----------------|-------|
| MORGAN STANLEY BANK N.A. #       | \$664,896.21        | —                        | \$66.00        | 0.010 |
| MORGAN STANLEY PRIVATE BANK NA # | 74,448.21           | —                        | 7.00           | 0.010 |
| <b>BANK DEPOSITS</b>             | <b>\$739,344.42</b> |                          | <b>\$73.00</b> |       |

|                     | Percentage<br>of Holdings | Market Value | Est Ann Income |
|---------------------|---------------------------|--------------|----------------|
| CASH, BDP, AND MMFs | 17.77%                    | \$739,344.42 | \$73.00        |

# Bank Deposits are held at Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association, affiliates of Morgan Stanley Smith Barney LLC and each a national bank and FDIC member.

## GOVERNMENT SECURITIES

### TREASURY SECURITIES

| Security Description                             | Trade Date | Face Value         | Orig Unit Cost<br>Adj Unit Cost | Unit Price | Orig Total Cost<br>Adj Total Cost | Market Value      | Unrealized<br>Gain/(Loss) | Est Ann Income<br>Accrued Interest | Current<br>Yield % |
|--|------------|--------------------|---------------------------------|------------|-----------------------------------|-------------------|---------------------------|------------------------------------|--------------------|
| UNITED STATES TREASURY BILL                      | 8/31/21    | 145,000.000        | \$99.989                        | \$99.716   | \$144,983.85                      |                   |                           |                                    |                    |
| Zero Coupon; Matures 08/11/2022; CUSIP 912796L64 |            |                    | \$99.989                        |            | \$144,983.85                      | \$144,588.20      | \$(395.65) ST             |                                    |                    |
|  | 12/15/21   | 200,000.000        | 99.991                          | 99.716     | 199,982.97                        |                   |                           |                                    |                    |
|  |            |                    | 99.991                          |            | 199,982.97                        | 199,432.00        | (550.97) ST               |                                    |                    |
| <b>Total</b>                                     |            | <b>345,000.000</b> |                                 |            | <b>344,966.82</b>                 | <b>344,020.20</b> | <b>(946.62) ST</b>        | <b>—</b>                           | <b>—</b>           |

Issued 08/12/21; Asset Class: FI & Pref

## Account Detail

Active Assets Account

THREE ARCH BAY DISTRICT  
GENERAL FUND  
Nickname: General Fund

| Security Description   | Trade Date | Face Value  | Orig Unit Cost<br>Adj Unit Cost | Unit Price | Orig Total Cost<br>Adj Total Cost | Market Value | Unrealized<br>Gain/(Loss) | Est Ann Income<br>Accrued Interest | Current<br>Yield % |
|--|------------|-------------|---------------------------------|------------|-----------------------------------|--------------|---------------------------|------------------------------------|--------------------|
| UNITED STATES TREASURY BILL<br>Zero Coupon; Matures 10/06/2022; CUSIP 912796M89<br><i>Issued 10/07/21; Asset Class: FI &amp; Pref</i>  | 12/15/21   | 200,000.000 | 99.991<br>99.991                | 99.574     | 199,981.46<br>199,981.46          | 199,148.00   | (833.46) ST               | —<br>—                             | —<br>—             |
| UNITED STATES TREASURY BILL<br>Zero Coupon; Matures 11/03/2022; CUSIP 912796N96<br><i>Issued 11/04/21; Asset Class: FI &amp; Pref</i>  | 12/15/21   | 200,000.000 | 99.990<br>99.990                | 99.514     | 199,980.21<br>199,980.21          | 199,028.00   | (952.21) ST               | —<br>—                             | —<br>—             |
| UNITED STATES TREASURY BILL<br>Zero Coupon; Matures 12/01/2022; CUSIP 912796P94<br><i>Issued 12/02/21; Asset Class: FI &amp; Pref</i>  | 12/15/21   | 200,000.000 | 99.989<br>99.989                | 99.525     | 199,978.90<br>199,978.90          | 199,050.00   | (928.90) ST               | —<br>—                             | —<br>—             |
| UNITED STATES TREASURY NOTE<br>Coupon Rate 0.429%; Matures 01/31/2023; CUSIP 91282CBK6<br><i>Interest Paid Quarterly Apr; Floating Rate; Moody AAA; Issued 02/01/21; Asset Class: FI &amp; Pref</i>                    | 5/28/21    | 600,000.000 | 100.432<br>100.326              | 100.040    | 602,594.99<br>601,953.81          | 600,240.00   | (1,713.81) ST             | 2,576.00<br>185.47                 | 0.42               |
| UNITED STATES TREASURY NOTE<br>Coupon Rate 0.125%; Matures 03/31/2023; CUSIP 91282CBU4<br><i>Interest Paid Semi-Annually Mar/Sep; Yield to Maturity 1.122%; Moody AAA; Issued 03/31/21; Asset Class: FI &amp; Pref</i> | 12/15/21   | 200,000.000 | 99.955<br>99.955                | 98.922     | 199,909.73<br>199,909.73          | 197,844.00   | (2,065.73) ST             | 250.00<br>103.71                   | 0.12               |
| UNITED STATES TREASURY NOTE<br>Coupon Rate 0.375%; Matures 04/30/2025; CUSIP 912828ZL7<br><i>Interest Paid Semi-Annually Apr/Oct; Yield to Maturity 1.648%; Moody AAA; Issued 04/30/20; Asset Class: FI &amp; Pref</i> | 8/31/21    | 250,000.000 | 99.971<br>99.971                | 96.082     | 249,927.33<br>249,927.33          | 240,205.00   | (9,722.33) ST             | 938.00<br>310.77                   | 0.39               |
| UNITED STATES TREASURY NOTE<br>Coupon Rate 0.375%; Matures 11/30/2025; CUSIP 91282CAZ4<br><i>Interest Paid Semi-Annually May/Nov; Yield to Maturity 1.710%; Moody AAA; Issued 11/30/20; Asset Class: FI &amp; Pref</i> | 5/10/21    | 500,000.000 | 99.329<br>99.329                | 95.164     | 496,643.37<br>496,643.37          | 475,820.00   | (20,823.37) ST            | 1,875.00<br>463.60                 | 0.39               |
| UNITED STATES TREASURY NOTE<br>Coupon Rate 0.750%; Matures 03/31/2026; CUSIP 91282CBT7<br><i>Interest Paid Semi-Annually Mar/Sep; Yield to Maturity 1.724%; Moody AAA; Issued 03/31/21; Asset Class: FI &amp; Pref</i> | 5/10/21    | 500,000.000 | 100.438<br>100.366              | 96.168     | 502,188.12<br>501,831.22          | 480,840.00   | (20,991.22) ST            | 3,750.00<br>1,555.63               | 0.77               |
| UNITED STATES TREASURY NOTE<br>Coupon Rate 0.750%; Matures 04/30/2026; CUSIP 91282CBW0<br><i>Interest Paid Semi-Annually Apr/Oct; Yield to Maturity 1.726%; Moody AAA; Issued 04/30/21; Asset Class: FI &amp; Pref</i> | 5/10/21    | 500,000.000 | 100.366<br>100.308              | 96.086     | 501,831.05<br>501,537.95          | 480,430.00   | (21,107.95) ST            | 3,750.00<br>1,243.09               | 0.78               |

|  | Percentage<br>of Holdings | Face Value    | Orig Total Cost<br>Adj Total Cost | Market Value   | Unrealized<br>Gain/(Loss) | Est Ann Income<br>Accrued Interest | Current<br>Yield % |
|--|---------------------------|---------------|-----------------------------------|----------------|---------------------------|------------------------------------|--------------------|
| GOVERNMENT SECURITIES                                      |                           | 3,495,000.000 | \$3,498,001.98<br>\$3,496,710.80  | \$3,416,625.20 | \$(80,085.60) ST          | \$13,139.00<br>\$3,862.27          | 0.39%              |
| TOTAL GOVERNMENT SECURITIES<br>(includes accrued interest) | 82.23%                    |               |                                   | \$3,420,487.47 |                           |                                    |                    |

## Account Detail

Active Assets Account

THREE ARCH BAY DISTRICT  
GENERAL FUND  
Nickname: General Fund

|   | Percentage<br>of Holdings | Total Cost     | Market Value   | Unrealized<br>Gain/(Loss) | Est Ann Income<br>Accrued Interest | Current<br>Yield % |
|---|---------------------------|----------------|----------------|---------------------------|------------------------------------|--------------------|
| TOTAL VALUE                             |                           | \$3,496,710.80 | \$4,155,969.62 | \$(80,085.60) ST          | \$13,212.00<br>\$3,862.27          | 0.32%              |
| TOTAL VALUE (includes accrued interest) | 100.00%                   |                | \$4,159,831.89 |                           |                                    |                    |

Unrealized Gain/(Loss) totals only reflect positions that have both cost basis and market value information available. Cash, MMF, Deposits and positions stating 'Please Provide' or 'Pending Corporate Actions' are not included.

## ALLOCATION OF ASSETS (^ includes accrued interest)

|                              | Cash         | Equities | Fixed Income &<br>Preferred Securities | Alternatives | Structured<br>Investments | Other |
|------------------------------|--------------|----------|--|--------------|---------------------------|-------|
| Cash, BDP, MMFs              | \$739,344.42 | —        | —                                      | —            | —                         | —     |
| Government Securities ^      | —            | —        | \$3,420,487.47                         | —            | —                         | —     |
| TOTAL ALLOCATION OF ASSETS ^ | \$739,344.42 | —        | \$3,420,487.47                         | —            | —                         | —     |

## ACTIVITY

## CASH FLOW ACTIVITY BY DATE

| Activity<br>Date     | Settlement<br>Date | Activity Type       | Description                                     | Comments                         | Quantity | Price | Credits/(Debits) |
|----------------------|--------------------|---------------------|---|----------------------------------|----------|-------|------------------|
| 2/1                  |                    | Check               | THREE ARCH BAY ASSN                             | Check # 2461                     |          |       | \$(45,230.92)    |
| 2/1                  |                    | Check               | THREE ARCH BAY ASOC                             | Check # 2463                     |          |       | (35,283.29)      |
| 2/2                  |                    | Automated Payment   | AMEX EPAYMENT ACH PMT                           | AUTOMATIC BILL PAYMENT           |          |       | (317.71)         |
| 2/3                  |                    | Interest Income-Adj | UNITED STATES TREASURY NOTE<br>INTEREST PAYMENT | 0.289% DUE2023-01-31 [91282CBK6] |          |       | 199.00           |
| 2/7                  |                    | Check               | THREE ARCH BAY ASSOC                            | Check # 2462                     |          |       | (33,832.45)      |
| 2/7                  |                    | Check               | LORENA VILLAGOMEZ                               | Check # 2459                     |          |       | (1,425.00)       |
| 2/8                  |                    | Check               | TOYOTA FIN SVCS                                 | Check # 2464                     |          |       | (399.92)         |
| 2/8                  |                    | Check               | MILLER AND ASSN                                 | Check # 2460                     |          |       | (255.61)         |
| 2/10                 |                    | Funds Received      | County of Orange                                | EDI PYMNT                        |          |       | 2,163.48         |
| 2/14                 |                    | Check               | VISIONS SEC INC                                 | Check # 2465                     |          |       | (1,800.00)       |
| 2/14                 |                    | Check               | WEX BANK  | Check # 2466                     |          |       | (537.99)         |
| 2/28                 |                    | Interest Income     | MORGAN STANLEY BANK N.A.                        | (Period 02/01-02/28)             |          |       | 5.17             |
| 2/28                 |                    | Interest Income     | MORGAN STANLEY PRIVATE BANK NA                  | (Period 02/01-02/28)             |          |       | 0.56             |
| NET CREDITS/(DEBITS) |                    |                     |   |                                  |          |       | \$(116,714.68)   |

## Account Detail

Active Assets Account

THREE ARCH BAY DISTRICT  
GENERAL FUND  
Nickname: General Fund

## DEBIT CARD &amp; CHECKING ACTIVITY

## CHECKS WRITTEN

| Date Written | Activity Date | Check Number | Activity Type | Payee                | Expense Category | Credits/(Debits) |
|--------------|---------------|--------------|---------------|----------------------|------------------|------------------|
| 1/24         | 2/7           | 2459         | Check         | LORENA VILLAGOMEZ    |                  | \$(1,425.00)     |
| 1/24         | 2/8           | 2460         | Check         | MILLER AND ASSN      |                  | (255.61)         |
| 1/24         | 2/1           | 2461         | Check         | THREE ARCH BAY ASSN  |                  | (45,230.92)      |
| 1/24         | 2/7           | 2462         | Check         | THREE ARCH BAY ASSOC |                  | (33,832.45)      |
| 1/24         | 2/1           | 2463         | Check         | THREE ARCH BAY ASOC  |                  | (35,283.29)      |
| 1/24         | 2/8           | 2464         | Check         | TOYOTA FIN SVCS      |                  | (399.92)         |
| 1/24         | 2/14          | 2465         | Check         | VISIONS SEC INC      |                  | (1,800.00)       |
| 1/24         | 2/14          | 2466         | Check         | WEX BANK             |                  | (537.99)         |

TOTAL CHECKS WRITTEN

\$(118,765.18)

## AUTOMATED PAYMENTS

Bill pay and other electronic activity, which may include checks you wrote that were processed by Automated Clearing House processing.

## Transaction Activity

| Date | Date | Activity Type     | Payee                 | Credits/(Debits) |
|------|------|-------------------|-----------------------|------------------|
| 2/2  | 2/2  | Automated Payment | AMEX EPAYMENT ACH PMT | \$(317.71)       |

TOTAL AUTOMATED PAYMENTS

\$(317.71)

## MONEY MARKET FUND (MMF) AND BANK DEPOSIT PROGRAM ACTIVITY

| Activity Date | Activity Type        | Description          | Credits/(Debits) |
|---------------|----------------------|----------------------|------------------|
| 2/1           | Automatic Redemption | BANK DEPOSIT PROGRAM | \$(80,514.21)    |
| 2/2           | Automatic Redemption | BANK DEPOSIT PROGRAM | (317.71)         |
| 2/4           | Automatic Investment | BANK DEPOSIT PROGRAM | 199.00           |
| 2/7           | Automatic Redemption | BANK DEPOSIT PROGRAM | (35,257.45)      |
| 2/8           | Automatic Redemption | BANK DEPOSIT PROGRAM | (655.53)         |
| 2/10          | Automatic Investment | BANK DEPOSIT PROGRAM | 2,163.48         |
| 2/14          | Automatic Redemption | BANK DEPOSIT PROGRAM | (2,337.99)       |
| 2/28          | Automatic Investment | BANK DEPOSIT PROGRAM | 5.17             |
| 2/28          | Automatic Investment | BANK DEPOSIT PROGRAM | 0.56             |

NET ACTIVITY FOR PERIOD

\$(116,714.68)

## MESSAGES

## FINRA BrokerCheck

FINRA has established the public disclosure program, known as BrokerCheck, to provide certain information regarding the disciplinary history of FINRA members and their associated persons. The BrokerCheck Hotline Number is 1-800-289-9999. The FINRA web site address is [www.finra.org](http://www.finra.org). An investor brochure that includes information describing FINRA BrokerCheck may be obtained from FINRA.



Account Detail

Active Assets Account

THREE ARCH BAY DISTRICT  
GENERAL FUND  
Nickname: General Fund

Tips on Protecting Yourself from Fraudulent Account Activity

The COVID 19 crisis is creating opportunities for fraudsters to exploit individuals, especially senior citizens. The safety of our clients is of utmost importance to Morgan Stanley. We are taking this opportunity to alert our clients of the following scams that have been identified by a number of organizations. Please be reminded that you should never provide your account numbers, passwords, or personal information, including your social security number, to anyone you do not know. Be aware that as a result of COVID 19, these scams have been identified: Treatment scams; Supply scams; Provider scams; Charity scams; Phishing scams; App scams; Investment scams; Tech Support scams; Home Sanitation scams; and Government Assistance scams

If you have any questions regarding these scams, please immediately contact us.

Senior Investor Helpline

For any inquiries or potential concerns, senior investors or someone acting on their behalf may contact our Firm by calling (800) 280-4534.

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**Business Green Rewards Card**

THREE ARCH BAY CSD

JEREMY PIPP

Closing Date 02/14/22 Next Closing Date 03/17/22

p. 1/5

Customer Care: 1-800-492-8344

TTY: Use Relay 711

Website: americanexpress.com

**New Balance** **\$803.59**

**Minimum Payment Due** **\$35.00**

**Payment Due Date** **03/11/22**

**Late Payment Warning:** If you do not pay the Minimum Payment Due by the Payment Due Date of 03/11/22, you may have to pay a late fee of \$39.00 and your Pay Over Time APR may be increased to the Penalty APR of 29.24%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your Pay Over Time balance. For example:

| If you make no additional charges and each month you pay... | You will pay off the balance shown on this statement in about... | And you will pay an estimated total of... |
|---|--|---|
| Only the Minimum Payment Due                                | 2 years  | \$997                                     |

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Please refer to the **IMPORTANT NOTICES** section on page 5.

We will debit your bank account for your monthly AutoPay payment of \$803.59 on 03/01/22. This date may not be the same date your bank will debit your bank account. Any inquiry to American Express concerning this debit should be made before 03/01/22. If your monthly AutoPay payment is less than your Minimum Payment Due, we must receive an additional payment for at least the difference by 03/11/22.

Continued on page 3

**Membership Rewards® Points**

Available and Pending as of 01/31/22

**11,789**

For up to date point balance and full program details, visit [membershiprewards.com](http://membershiprewards.com)

**Account Summary**

**Pay In Full Portion**

|                    |               |
|--------------------|---------------|
| Previous Balance   | \$0.00        |
| Payments/Credits   | -\$0.00       |
| New Charges        | +\$0.00       |
| Fees               | +\$0.00       |
| <b>New Balance</b> | <b>\$0.00</b> |

**Pay Over Time Portion**

|                    |                 |
|--------------------|-----------------|
| Previous Balance   | \$317.71        |
| Payments/Credits   | -\$317.71       |
| New Charges        | +\$803.59       |
| Fees               | +\$0.00         |
| Interest Charged   | +\$0.00         |
| <b>New Balance</b> | <b>\$803.59</b> |
| <b>Minimum Due</b> | <b>\$35.00</b>  |

**Account Total**

|                            |                 |
|----------------------------|-----------------|
| <b>Previous Balance</b>    | <b>\$317.71</b> |
| Payments/Credits           | -\$317.71       |
| New Charges                | +\$803.59       |
| Fees                       | +\$0.00         |
| Interest Charged           | +\$0.00         |
| <b>New Balance</b>         | <b>\$803.59</b> |
| <b>Minimum Payment Due</b> | <b>\$35.00</b>  |

**Pay Over Time Limit** \$5,000.00  
**Available Pay Over Time Limit** \$4,196.41  
**Days In Billing Period** 28

**Payment Coupon**

Do not staple or use paper clips

**Pay by Computer**

americanexpress.com/business

**Pay by Phone**

1-800-472-9297

MB 01 004298 61841 B 21 D



JEREMY PIPP  
 THREE ARCH BAY CSD  
 THREE ARCH BAY CSD  
 5 BAY DRIVE  
 LAGUNA BEACH CA 92651

Enter 15 digit account # on all payments.  
 Make check payable to American Express.

**Payment Due Date**  
**03/11/22**

**New Balance**  
**\$803.59**

**AutoPay Amount**  
**\$803.59**

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS  
 PO BOX 96001  
 LOS ANGELES CA 90096-8000

\$ \_\_\_\_\_  
**Amount Enclosed**

0000347992668000872 000080359000003500 9.1 H

**Payments:** Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars; or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

**Permission for Electronic Withdrawal:** (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically, we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

**How We Calculate Your Balance:** We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time balances on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. The method we use to calculate the ADB and interest results in daily compounding of interest.

**How to Avoid Paying Interest:** If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will not charge interest on charges added to a Pay Over Time balance if you pay the Account Total New Balance by the due date each month.

**Foreign Currency Charges:** If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will charge a fee of 2.70% of the converted US dollar amount. We will choose a conversion rate that is acceptable to us for that date unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the

highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.

**Credit Balance:** A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

**Credit Reporting:** We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

#### **Billing Dispute Procedures**

##### **What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at: American Express, PO Box 981535, El Paso, TX 79998-1535

In your letter, give us the following information:

- **Account Information:** Your name and account number.
  - **Dollar amount:** The dollar amount of the suspected error.
  - **Description of Problem:** Describe what you believe is wrong and why you believe it is a mistake.
- You must contact us:
- Within 60 days after the error appeared on your statement.
  - At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing. You may call us, but if you do we may not follow these procedures and you may have to pay the amount in question.

##### **What Will Happen After We Receive Your Letter**

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
  2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.
- While we investigate whether or not there has been an error:
- We will not try to collect the amount in question.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
  - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit.
- After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
  - If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

#### **Change of Address, phone number, email**

- Online at [www.americanexpress.com/updatecontactinfo](http://www.americanexpress.com/updatecontactinfo)
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

**Please do not add any written communication or address change on this stub**

#### **Pay Your Bill with AutoPay**

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit [americanexpress.com/autopay](http://americanexpress.com/autopay) today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit [www.americanexpress.com/privacy](http://www.americanexpress.com/privacy).

**Business Green Rewards Card**

THREE ARCH BAY CSD

JEREMY PIPP

Closing Date 02/14/22

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**Customer Care & Billing Inquiries**  
 International Collect  
 Express Cash  
 Large Print & Braille Statements

**1-800-492-3344**  
 1-336-393-1111  
 1-800-CASH-NOW  
 1-800-492-3344

**Website:** americanexpress.com

**Customer Care  
& Billing Inquiries**  
 P.O. BOX 981535  
 EL PASO, TX  
 79998-1535

**Payments**  
 PO BOX 96001  
 LOS ANGELES, CA  
 90096-8000

**Hearing Impaired**Online chat at [americanexpress.com](http://americanexpress.com) or use Relay dial 711 and 1-800-492-3344For information on your Pay Over Time feature and limit, see **page 4**.**Payments and Credits****Summary**

|                                   | Pay In Full | Pay Over Time ♦ | Total     |
|-----------------------------------|-------------|-----------------|-----------|
| <b>Payments</b>                   | \$0.00      | -\$317.71       | -\$317.71 |
| <b>Credits</b>                    | \$0.00      | \$0.00          | \$0.00    |
| <b>Total Payments and Credits</b> | \$0.00      | -\$317.71       | -\$317.71 |

**Detail** \*Indicates posting date

| Payments   | Amount    |
|--|-----------|
| 02/01/22* AUTOPAY PAYMENT RECEIVED- THANK YOU<br>UMB Bank National Association | -\$317.71 |

**New Charges****Summary**

|                          | Pay In Full | Pay Over Time ♦ | Total    |
|--------------------------|-------------|-----------------|----------|
| <b>Total New Charges</b> | \$0.00      | \$803.59        | \$803.59 |

**Detail** ♦ - denotes Pay Over Time activity

JEREMY PIPP

|          |   |                  | Amount     |
|----------|---|------------------|------------|
| 01/19/22 | CHEVRON 0208768/CHEVRON<br>SERVICE STN  | DANA POINT CA    | \$66.08 ♦  |
| 01/24/22 | CHEVRON 0208768/CHEVRON<br>SERVICE STN  | DANA POINT CA    | \$82.48 ♦  |
| 01/24/22 | VERIZONWRLSS RTCCRVB<br>SERVICE         | 800-922-0204 FL  | \$196.62 ♦ |
| 01/25/22 | INTUIT QUICKBOOKS<br>CL.INTUIT.COM      | 800-446-8848 CA  | \$80.00 ♦  |
| 01/28/22 | CHEVRON 0208768/CHEVRON<br>SERVICE STN  | DANA POINT CA    | \$36.41 ♦  |
| 02/05/22 | MSFT <E0500HKCGY><br>Z51P2B5KUOH9 98052 | MSBILL.INFO      | \$36.00 ♦  |
| 02/08/22 | WIX.COM 979960575<br>+14154494724       | SAN FRANCISCO CA | \$306.00 ♦ |

**Fees**

|                            | Amount |
|----------------------------|--------|
| Total Fees for this Period | \$0.00 |

**Interest Charged**

|  | Amount |
|--|--------|
| Total Interest Charged for this Period | \$0.00 |

**About Trailing Interest**

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

**2022 Fees and Interest Totals Year-to-Date**

|                        | Amount |
|------------------------|--------|
| Total Fees In 2022     | \$0.00 |
| Total Interest In 2022 | \$0.00 |

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

|                      | Annual<br>Percentage Rate | Balance Subject<br>to Interest Rate | Interest<br>Charge |
|----------------------|---------------------------|-------------------------------------|--------------------|
| Pay Over Time option | 18.24% (v)                | \$0.00                              | \$0.00             |
| <b>Total</b>         |                           |                                     | <b>\$0.00</b>      |

(v) Variable Rate

**Information on Pay Over Time****There is a no pre-set spending limit on your Card**

No Preset Spending Limit means your spending limit is flexible. Unlike a traditional card with a set limit, the amount you can spend adjusts based on factors such as your purchase, payment, and credit history.

**Pay Over Time Limit**

There is a limit to your Pay Over Time feature balance. Your Pay Over Time Limit is \$5,000.00. We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time Limit. You must pay in full all charges that are not placed into a Pay Over Time balance by the Payment Due Date.

**Available Pay Over Time Limit**

Your Available Pay Over Time Limit is \$4,196.41 and is accurate as of your statement date. This Limit is the remaining amount that you can add to your Pay Over Time balance. The Available Pay Over Time Limit amount is calculated by subtracting your Pay Over Time balance from your Pay Over Time Limit. If you have a preset spending limit on your account that is less than your Pay Over Time Limit, you may not be able to use some or all of your Available Pay Over Time Limit.

**Pay Over Time Setting: ON**

The setting indicated above is accurate as of your statement closing date. For the most up to date setting, please refer to your online account. If your setting is On, eligible charges will be placed in your Pay Over Time balance up to your Pay Over Time Limit. If your setting is Off, all charges will be added to your Pay In Full balance and no new charges will be included in your Pay Over Time balance. If you have an existing Pay Over Time balance, you can continue to pay this off over time with interest, as long as you pay your minimum due each month by your Payment Due Date.

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In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-PAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay and at 1-800-CASH NOW for Express Cash questions. You may also write us at American Express Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at [www.americanexpress.com/inquirycenter](http://www.americanexpress.com/inquirycenter) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

