ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7
100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

NOTICE OF REGULAR MEETING OF BOARD OF DIRECTORS

DATE: **Wednesday, July 17, 2013**

TIME: **7:00 p.m.**

LOCATION: **Zone 7 Administration Building**
100 North Canyons Parkway, Livermore, California

Any member of the public desiring to address the Board on an item under discussion may do so upon receiving recognition from the President. After receiving recognition, please step to the podium and state your name and address.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available at the Zone 7 Administrative Building lot. If you are a person with a disability and you need disability-related modifications or accommodations to participate in this meeting, please contact the Zone 7 Board Secretary, Judy Rector, at (925) 454-5053 or fax (925) 454-5724. Notification 48 hours prior to the meeting will enable Zone 7 to make reasonable arrangements to ensure accessibility to this meeting. {28 CFR 35.102-35, 104 ADA Title II}

A G E N D A

1. Call Meeting to Order
2. Pledge of Allegiance
3. Reorganization of the Board
4. Citizens Forum

   This is an opportunity for members of the public to speak on an item not listed on the agenda. The Board cannot deliberate or take action on a non-agenda item unless it is an emergency as defined under Government Code Section 54954.2.

5. Minutes of the Regular Meeting of June 19, 2013
6. Consent Calendar

   a. Resolution of Support for Director Quigley to Serve on ACWA Region 5 Board
   b. Commercial Septic System, Cedar Mountain Winery
   c. Amending Buffer Zone License Agreement and Approving New License Agreement to Maintain Storm Drain in Mohr Avenue
   d. Agreement with Vulcan Materials Company to Extend a Discharge Pipeline into Cope Lake
   e. Award of Contract for the PWRPA/Zone 7 - PPWTP Electrical Facilities Installation Project

7. Staffing Update:

   May Employee of the Month Recognition

8. Agreement with Alameda County Public Works Agency for Flood Control Maintenance and Emergency Services.

   Recommended Action: Adopt resolution.

9. Construction Contract and Construction Management Services Contract for the Del Valle Water Treatment Plant Superpulsator Rehabilitation Project

Recommended Action: Adopt resolution.

10. Watershed Protection

Recommended Action: Adopt resolution.

11. Multi-Party Master Agreement with City of Livermore and Urban Creeks Council for "Living Arroyos Program"

Recommended Action: Adopt resolution.

12. Committees - Water Resource Committee - June 12, 2013 - minutes

13. Reports - Directors

    a. Verbal comments by President
    b. Written report by Director Quigley - None.
    c. Other Directors' Verbal reports

14. Items for Future Agenda – Directors

15. Staff Reports (Information items. No action will be taken.)

    a. General Manager's Report
    b. Communications Outreach Activities
    c. Legislative Update
    d. Monthly Report on May Water Sales and Connection Fee Revenue
    e. Quarterly Update of Water Expansion Fund
    f. Verbal Reports

16. CLOSED SESSION

(a) Conference with Labor Negotiators:
Agency Negotiator: G.F. Duerig
Employee Organizations: Alameda County Management Employees Association; Alameda County Building and Construction Trades Council, Local 342, AFL-CIO; International Federation of Professional and Technical Engineers, Local 21, AFL-CIO; Local 1021 of the Service Employees International Union, CTW; Unrepresented Management.

(b) Conference with Legal Counsel - Existing litigation pursuant to paragraph 1 of subdivision (d) of Government Code Section 54956.9: 3 cases.

IFPTE, Local 21, AFL-CIO v. Zone 7 Water Conservation District California Public Employment Relations Board No. SF-CE-1058-M.

State Water Contractors, et al., v. Delta Stewardship Council, Sacramento County Superior Court Case No. 2013-80001530.

Solano County Water Agency, et al., v. State of California Department of Water Resources, et al.; Sacramento County Superior Court Case No. 34-2088-00016338CU-BC-GDS

(c) Conference with Legal Counsel -- Significant exposure to litigation pursuant to Gov't Code Section 54956.9(d) (2): 1 case.

(d) Conference with Legal Counsel -- Potential litigation pursuant to Gov't Code section 54956.9(d) (3): 2 cases.

(e) Conference with Real Property Negotiator:
Property: APNs 99-525-2, 99-550-2-3, 99-550-3-2, 99A-2700-2-5, 99A-2700-6-6, 99A-2700-9- 8, 99A-2700-10, 99A-2700-11-3, 99A-2700-12-6, 99A-2700-12-7, 99A-2420-4-13, 96-420-2, 96-420-3, 96-429-6, 99A-2701-1, 99A-2701-2, 99A-2701-3.
Agency negotiator: G.F. Duerig
Negotiating parties: Patliv; PTLM, Inc.; Henry H. Patterson Trust, and Charles Edwards Engs
Under negotiation: Price and terms of payment.

17. Open Session and Report Out of Closed Session

18. Adjournment

19. Upcoming Board Schedule: (All meeting locations are in the Boardroom at 100 North Canyons Parkway, Livermore, California, unless otherwise noted)

a) Special Board Meeting: August 7, 2013 (if needed)
b) Special Board Meeting (Board Retreat): August 19, 2013, Location TBD
c) Regular Board Meeting: August 21, 2013, 7:00 p.m.

Materials related to an item on this agenda that have been provided to the Board less than 72 hours prior to the meeting are available for public inspection at the Zone 7 office at the time of, and prior to, the meeting and at www.zone7water.com. All other material otherwise provided to the Board will be available at the public meeting.

MINUTES OF THE BOARD OF DIRECTORS
ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

REGULAR MEETING
June 19, 2013

The following were present:

DIRECTORS:	SANDS FIGUERS JOHN GRECI A J MACHAEVICH SARAH PALMER RICHARD QUIGLEY BILL STEVENS
DIRECTORS ABSENT:	ANGELA RAMIREZ HOLMES
ZONE 7 STAFF:	JILL DUERIG, GENERAL MANAGER KURT ARENDS, ASSISTANT GENERAL MANAGER, ENGINEERING COLLEEN WINEY, ASSISTANT GEOLOGIST JOHN KOLTZ, SENIOR ENGINEER JUDY RECTOR, BOARD SECRETARY
COUNSEL:	DAVID ALADJEM, DOWNEY BRAND

The Board went into closed session at 6:30 p.m.

Item 1 - Closed Session

a) Government Code Section 549547: Public Employee Performance Evaluation
Title: General Manager

Item 2 - Open Session and Report Out of Closed Session

The Board came out of closed session at 7:07 p.m. President Palmer reported that the Board feels the General Manager’s performance is satisfactory.

Item 3 – Call Meeting to Order

President Palmer called the regular meeting to order at 7:10 p.m. with a salute to the flag.

Item 4 - Pledge of Allegiance

Item 5 - Citizens Forum

Roxanne Lindsay, Outreach Representative for the San Joaquin Regional Rail Commission, spoke about the Altamont Corridor Express (ACE) train's importance to the Livermore Valley.
She talked about events the ACE train will be having including availability to the new '49er stadium.

Item 6 - Minutes of the Regular Meeting of May 15, 2013

President Palmer corrected her verbal report in the minutes of May 15. She also attended a luncheon of elected women officials and spoke with Laura Mercier, Executive Director of Tri-Valley Conservancy, and Ms. Mercier offered Tri-Valley Conservancy support of Zone 7.
Director Stevens moved to amend and accept the minutes, and Director Quigley seconded the motion. The corrected minutes were accepted by a voice vote of 6-0 with Director Ramirez Holmes absent.

Item 7 - Consent Calendar

There were no public or board comments on the consent items. Director Greci moved and Director Quigley seconded the motion. There was a roll call vote of 6-0 with Director Ramirez Holmes absent. The following resolutions were approved:

Resolution 13-4269	Authorized the General Manager to execute an amendment to extend the contract with ABC Security Services, Inc. through December 31, 2013. The contract amount will be increased by $82,300 for a new not-to-exceed total amount of $178,800. (Item 5a)
Resolution 13-4270	Authorized the release of Mountain House Golf Course's Untreated Water Connection Fee balance of $163,385.39 and authorized/directed the Auditor Controller to draw a warrant in that amount made payable to the Alameda County Sheriff. (Item 5b)
Resolution 13-4271	Authorized the General Manager to negotiate and execute a professional services contract with Stantec Consulting Services, Inc. for as-needed electrical engineering support services for each of the next three fiscal years in an amount not to exceed $139,500 per year. (Item 5c)

Item 8 - Staffing Updates

Item 8a - New Employee Introduction

Bill Sadler, the new Water Facilities Supervisor, was introduced to the Board. Mr. Sadler has over 30 years of experience in water treatment and was most recently the Water Treatment Superintendent in Granite Bay, California. The Board welcomed and applauded Mr. Sadler, who was present.

Item 8b - April Employee of the Month Recognition

The April Employee of the Month was Aaron Webster, Instrument Technician II in the Maintenance Section. Mr. Webster is a valuable team member of the Maintenance staff and has taken ownership of the instrumentation and control systems that are at the core of Zone 7's SCADA system. The Board recognized and applauded Mr. Webster in absentia.

Item 9 - Award of Contract for the DVWTP Centrifuge Purchase and Installation Project

Kurt Arends explained to the Board that currently mechanical dewatering of the treatment residuals generated at the Del Valle Water Treatment Plant is accomplished using a rented centrifuge operated by the supplier. An analysis was conducted which identified the purchase of a centrifuge operated by Zone 7 staff as the most cost-effective and reliable mechanical dewatering option. The project was advertised for bids. Three bids were received and Andritz Separation, Inc. was the lowest responsive and responsible bidder for the bid amount of $824,500 plus California Sales Tax ($74,205) for a total of $898,705.

The unit is mounted on a trailer so manufactured and brought in, not built on site. After electrical and chemicals are hooked up to it, it will need to perform for 14 days before being accepted. Director Greci asked about the warranty and maintenance and Project Manager John Koltz responded that there is the manufacturer warranty; routine maintenance will be done by Zone 7 staff after training; and there are three certified centrifuge service centers that Zone 7 could contract with for an extended warranty. Andritz has service centers throughout the United States including one in San Leandro, California.

Director Quigley asked where the units are in operation. Mr. Koltz said each manufacturer submitted the location of operating units for the last five years and Andritz had 10 of them, some in California. Director Quigley then asked if other water agencies are using this methodology and Mr. Arends confirmed that several water agencies are using centrifuges to dewater sludge.

Director Greci moved to approve the motion and Director Machaevich seconded the motion. Resolution No. 13-4272 to approve the DVWTP Centrifuge Facility Installation Project and accept the bid of Andritz Separation, Inc., in an amount not to exceed $898,705 ($824,500 plus California Sales Tax of $74,205) was passed by a roll call vote of 6-0 with Director Ramirez Holmes absent.

Item 10 - DWR Multi-Year Water Pool Demonstration Program Agreement

The Department of Water Resources offered all State Water Project (SWP) contractors the option of participating in a Multi-Year Water Pool Demonstration Program. Mr. Arends explained that this program would allow SWP contractors to buy and sell SWP water among themselves for 2013 and 2014. DWR is piloting this program to make more water available to contractors who need it while giving selling contractors a fair market price. Currently Zone 7 participates in a Turn-Back Pool program where if certain State Water contractors have excessive water, they can sell the water to other contractors instead of turning it back. The price of the water is set low but there is not much incentive for agencies to give up water. This two-year pilot program is similar and it is hoped that sellers with excess water can sell to other agencies. The lower the allocations, the higher the price of the water. For 2013, the price is about $253/af. Zone 7 is still doing an analysis of how much water we may be interested in but this agenda item allows the General Manager to enter into an agreement with DWR and request water as needed and as available under this program.

President Palmer asked what a "Notice of Exemption" means. General Counsel David Aladjem replied that the California Environmental Quality Act (CEQA) is set up so that before the Board takes action, it must consider whether that action will have an impact on the environment. Certain classes of projects do not have an effect on the environment and to avoid volumes of paperwork, certain classes of projects are exempt. One of the classes of exemption uses existing infrastructure within all regulatory limits because it is just improving the process.

Director Quigley moved and Director Greci seconded the motion. Resolution No. 13-4273 authorized the General Manager to negotiate and execute the agreement for a Multi-Year Water Pool Demonstration Program with the California Department of Water Resources and request an appropriate quantity of water available under this program in 2013 and 2014. The motion was passed by a roll call vote of 6-0 with Director Ramirez Holmes absent.

Item 11 - Chain of Lakes Preliminary Lake Use Evaluation for Lakes H, I, and Cope

Colleen Winey, Assistant Geologist in Groundwater Protection, presented to the Board an information item regarding the preliminary findings for lake uses at Lakes H, I and Cope. Criteria and methodology was reported at other board and committee meetings. Previously, it was agreed to accelerate the evaluation for these three lakes for the City of Pleasanton's East Pleasanton Specific Plan (EPSP) as well as the fact that Zone 7 already owns Lake I and Cope Lake and Lake H is scheduled to be turned over to Zone 7 at the end of 2014.

Ms. Winey updated the Board on the EPSP and said the City of Pleasanton had brought land use alternatives to the Parks and Recreation Committee and to the City Council. The Trails Committee wanted to put trails around the lakes but concerns were noted about public access, safety and liability. The EPSP Task Force will do a technical analysis of up to four land use alternative plans, an analysis for traffic impacts, preliminary engineering, road systems, and financial impacts and feasibility and get the task force to come up with a preferred plan for the Environmental Impact Report by September, Planning Commission review in September, and to the City Council by October.

Ms. Winey provided the Board with details regarding the preliminary evaluation of Lakes H, I and Cope and how they were evaluated using criteria to consider potential uses that are of special concern to the EPSP planning effort. These uses are: Active Recreation, Education/Passive Recreation, Habitat Corridor (Conservation), and Stormwater Storage. Cope Lake is preliminarily recommended for stormwater storage and Lake I is preliminarily recommended for groundwater recharge and education/passive recreation. A habitat corridor is preliminarily recommended along the eastern sides of Cope Lake and Lake H. A full evaluation will be presented to the Board in about October.

Janice Stern, City of Pleasanton Planning Manager and Project Manager for the EPSP, emphasized that they would like to pursue a loop trail around Lake I but they are not interested in the east side of Lake H and Cope Lake for trails.

Director Machaevich asked about land owned by Zone 7 and public access to Cope Lake for activities along with any future agreements to gain the property south of Cope Lake. Ms. Winey said it is owned by a developer anxious to develop it. Ms. Stern said open space or public parks west/southwest of Cope Lake may be planned.

Director Figuers questioned the use of the term "unstable" slopes. Ms. Winey discussed "undercut" slopes and safety issues involved with the slopes. He asked if there are any minimum standards or limitations on the width of a trail but Ms. Winey said there isn't enough room for a road or trail. Ms. Duerig said it would take expensive improvements to make this a trail so it is not recommended at this point. President Palmer added that it also is not our job to clean up the area.

Director Quigley asked if we have compared our Chain of Lakes' future uses with other like landscape which has been converted, i.e., Quarry Lakes in Fremont. Ms. Winey said staff did go out to Quarry Lakes and talked to ACWD but said they did not have the same agreements Zone 7 has with their quarry owners. Ms. Duerig said ACWD had a partnership with East Bay Regional Park District.

Director Greci noted that San Francisco Water District protects their watershed and keeps their liabilities at a minimum with no public access to their lakes because they are for watershed protection, not recreation. He said the quarries have spent a lot of money on fencing and private patrols to keep individuals out and protect their liability. Zone 7's main goal for the Chain of Lakes is for valley watershed protection and water reliability. The Chain of Lakes is a very valuable resource and the Board cannot lose focus on the liability issues.

Don Kahler of Pleasanton Gravel Co. said that putting trails in those areas is "the dumbest thing you can do" because kids cut holes in the fences and come through them to fish. He feels the Board is asking for trouble if they allow trails.

Ms. Duerig referred to a letter that Dublin San Ramon Services sent regarding Memorandum of Understanding (MOU) commitments for seasonal storage of recycled water within the Chain of Lakes holdings.

Item 12 - Committees - Liaison Committee May 22, 2013 - minutes

Item 13 - Reports - Directors

a. Verbal comments by President

President Palmer gave verbal kudos to Associate Civil Engineer Brad Ledesma for speaking to her AP Environmental class and giving an amazing public outreach presentation.

b. Written report by Director Quigley

Director Quigley gave a verbal report on the ACWA Executive Director briefing he attended. He noted that Tim Quinn, ACWA's Executive Director, gave an overview of key actions that ACWA is involved in and will be involved in for the next year.

c. Other Directors' Verbal Reports

Item 14 - Items for Future Agenda - Directors - none.

Item 15 - Staff Reports (Information items.)

a. General Manager's Report
b. Communications Outreach Activities
c. Legislative Update
d. Report on Water Sales and Connection Fee Revenue
e. Update Related to the Bay Delta Conservation Plan
f. Flood Protection Program 2012 Annual Report
g. Verbal Reports

General Manager Jill Duerig gave a verbal report about thank you notes Zone 7 received from Mallika Pajjuri and her teacher. Mallika, a Fallon Middle School student, was one of the winners of the Zone 7 cash award for the Alameda County Science and Engineering Fair.

Director Machaevich referred to a note in the General Manager's Report on the stormwater inspection program. He would like to be involved and see how the inspections are done. He also inquired about how long it takes to get a damaged fence repaired and wants to make sure fences are repaired quickly to avoid liability.

President Palmer noted on the staff report "Report on Water Sales and Connection Fee Revenue" that the projected accumulated revenues were relatively close to the actuals.

Director Figuers and Director Machaevich both remarked on the Flood Protection Program 2012 Annual Report as being concise, readable, well done and with great photos.

The board went into closed session at 8:15 p.m.

<u>Item 16 - Closed Session</u>

(a) Conference with Labor Negotiators:
Agency Negotiator: G.F. Duerig
Employee Organizations: Alameda County Management Employees Association; Alameda County Building and Construction Trades Council, Local 342, AFL-CIO; International Federation of Professional and Technical Engineers, Local 21, AFL-CIO; Local 1021 of the Service Employees International Union, CTW; Unrepresented Management.

(b) Conference with Legal Counsel - Existing litigation pursuant to paragraph 1 of subdivision (d) of Government Code Section 54956.9: 2 cases.

IFPTE, Local 21, AFL-CIO v. Zone 7 Water Conservation District California Public Employment Relations Board No. SF-CE-1058-M.

State Water Contractors, et al., v. *Delta Stewardship Council*, Sacramento County Superior Court, filed June 14, 2013.

(c) Conference with Legal Counsel -- Significant exposure to litigation pursuant to Gov't Code Section 54956.9(d) (2): 1 case.

(d) Conference with Legal Counsel -- Potential litigation pursuant to Gov't Code section 54956.9(d) (3): 2 cases.

(e) Conference with Real Property Negotiator:
Property: APNs 99-525-2, 99-550-2-3, 99-550-3-2, 99A-2700-2-5, 99A-2700-6-6, 99A-2700-9- 8, 99A-2700-10, 99A-2700-11-3, 99A-2700-12-6, 99A-2700-12-7, 99A-2420-4-13, 96-420-2, 96-420-3, 96-429-6, 99A-2701-1, 99A-2701-2, 99A-2701-3.
Agency negotiator: G.F. Duerig
Negotiating parties: Patliv; PTLM, Inc.; Henry H. Patterson Trust, and Charles Edwards Engs
Under negotiation: Price and terms of payment.

<u>Item 17 - Open Session and Report Out of Closed Session</u>

The Board came out of Closed Session at 9:26 p.m. There was no report out of closed session.

<u>Item 18 - Adjournment</u>

The meeting was adjourned at 9:27 p.m.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7
100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

ORIGINATING SECTION: ADMINISTRATION
CONTACT: JILL DUERIG

AGENDA DATE: July 17, 2013 ITEM NO. 3

SUBJECT: Reorganization of the Board

SUMMARY:

- The Board will discuss and select a President and Vice-President to serve for the next year.
- Once the President is selected, s/he immediately assumes the role and may make committee assignments either at this meeting or in the future. A copy of the 2012-2013 list of committee assignments is attached.

RECOMMENDED ACTION:

- Take steps to reorganize the Board, as described above.

Zone 7 Board Committees
2012 - 2013

Administrative Committee - This committee reviews administrative topics, space and major administrative facility needs, achieving improved administrative efficiencies and safety and security issues.

Bill Stevens
Sarah Palmer
John Greci

Liaison Committee - This committee meets to discuss topics of mutual interest to Zone 7, its retail water agencies and the cities.

Sarah Palmer
John Greci
Dick Quigley
Alternate: Angela Ramirez Holmes

Finance Committee - This committee reviews budgets, proposed financial plans, proposed rate increases, proposed connection charge increases and other related topics for the Zone prior to submission to the Board

Sandy Figuers
A.J. Machaevich
Angela Ramirez Homes

Water Resources Committee – This committee addresses both water and flood control issues; it has recently focused on integrated use of water resource facilities such as the arroyos and Chain of Lakes.

John Greci
Sarah Palmer
Bill Stevens

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7
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ORIGINATING SECTION: ADMINISTRATION
CONTACT: JILL DUERIG

AGENDA DATE: July 17, 2013 ITEM NO. **6a**

SUBJECT: RESOLUTION OF SUPPORT FOR DIRECTOR QUIGLEY TO SERVE ON ACWA REGION 5 BOARD

SUMMARY:

Director Dick Quigley began serving on the board of ACWA's Region 5 in 2008, originally as a board member and then later as its Vice-Chairman. His current term as Vice Chairman ends at the end of Calendar Year 2013. Director Quigley has expressed an interest in continuing to serve on ACWA's Region 5 Board beyond his current term. Director Quigley has also expressed an interest in running for the position of Chair of the Region 5 Board for the 2014-15 term.

Region 5 meets at least three times a year in addition to meetings at both of ACWA's semi-annual conferences. Zone 7's current board policy is to allow directors to attend only one ACWA conference per year without seeking approval from the Board for reimbursement of travel and registration expenses; however the Zone 7 Board has already approved Director Quigley's participation in ACWA's Energy Committee and the associated attendance at both semi-annual conferences. Since ACWA's Region 5 covers a limited area in the state (from Contra Costa down to Santa Barbara Counties), additional meetings should involve only minor additional expenses. Staff recommend approving the attached Resolution of support for Dick Quigley to serve another term on ACWA's Region 5 Board and to authorize Director Quigley to attend any additional Region 5 meetings which sitting on the Board may entail.

FINANCIAL:

Travel, accommodations, and registration costs for additional Region 5 board meetings are estimated to be less than $2,000 per year. Funds are available from Fund 100-Water Enterprise.

RECOMMEND ACTION:

Adopt attached Resolution of Support.

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS

RESOLUTION NO.

INTRODUCED BY
SECONDED BY

WHEREAS, Director Dick Quigley has been serving on the board of ACWA's Region 5; and

WHEREAS, Director Quigley's current two-year term expires at the end of this calendar year; and

WHEREAS, Director Quigley already has the Board's authorization to attend both ACWA's semi-annual conferences; and

WHEREAS, additional regional meetings are always held within the region.

NOW, THEREFORE, BE IT RESOLVED, that Zone 7 supports Director Quigley for a third two-year term on ACWA's Region 5 Board, and, if his application is accepted, be it further resolved that Director Quigley is hereby authorized to attend additional regional meetings as needed and he shall be entitled to reimbursement for travel and registration expenses incurred in connection therewith.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on July 17, 2013.

By: ____
President, Board of Directors

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7
100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

ORIGINATING SECTION: Groundwater Section
CONTACT: Matt Katen

AGENDA DATE: July 17, 2013 ITEM NO. **6b**

SUBJECT: Commercial Septic System, Cedar Mountain Winery

SUMMARY:

- Zone 7 received a request for authorization for use of a septic tank system for a small commercial winery facility on a 2-acre parcel located at 10843 Reuss Road, in South Livermore (APN 099A-22928-002).
- This parcel was originally part of an 8.35 acre parcel prior to its subdivision (~1982) into two parcels to facilitate the dedication of a 6.35- acre perpetual agricultural conservation easement to the South Livermore Valley Agricultural Land Trust. There is no possibility of development or additional septic systems on the easement portion.
- A conventional septic system already exists on the site servicing an existing rural residence. It was designed to accommodate sewage flows from one primary residence plus one small "in-law" unit, which was approved but never constructed.
- The proposed commercial septic system use will add sewage flows from a restroom to be used by the business' employees and patrons. The additional flow is approximately 19 gallons per day (gpd), well below the system's design flow.
- It is not economically feasible to connect the facility to the municipal sewer because the site is 3.5 miles from the closest sewer line and located outside of Livermore's Urban Growth Boundary.
- Zone 7 Resolution 1165 prohibits the use of septic tanks for new commercial developments unless an exception is granted by the Board of Directors. Zone 7 policy also restricts onsite wastewater loading from any new development to a maximum density of one rural residential equivalence (1 RRE) per 5 acres.
- Including the likely onsite spreading of winery process wastewater and total of 8.35 acres, the total onsite wastewater loading has been estimated to be less than the permissible 1 RRE per 5 acres.
- Following the Board-approved septic system decision tree process (Exhibit B of the attached memorandum), staff recommends approval of this commercial septic system use, and for the finding that the use is in compliance with Resolution 1165.

FUNDING: There is no funding impact associated with this item.

RECOMMENDED ACTION: Adopt attached resolution approving commercial use of a septic system for the Cedar Mountain Winery at 10843 Reuss Road, Livermore.

ATTACHMENTS: Memo Providing Additional Background and Discussion on Agenda Item
Zone 7 Board Resolution

Interoffice Memo

Date: July 17, 2013
To: Jill Duerig, General Manager
From: Matt Katen, Groundwater Section Manager
Subject: Commercial Septic System, Cedar Mountain Winery

The following provides additional background and discussion on the above-referenced Agenda Item.

BACKGROUND:

Acorn Onsite, Inc., has submitted a request for Zone 7 approval for a new commercial septic tank use (i.e., small "boutique winery") at 10843 Reuss Road, Livermore (APN 099A-22928-002) on behalf of the property owner, Earl Ault (Exhibit A).

The project parcel is situated over the eastern edge of the Livermore Valley Central Groundwater Basin as defined in Zone 7's Wastewater Management Plan (1982) (Figure 1). It is located outside of Livermore's Urban Growth Boundary (UGB) and about 3.5 miles from the closest municipal sewer. The closest monitored high nitrate area is approximately 2 miles west of the site.

The parcel is 2 acres in size; however, it was originally part of an 8.35 acre parcel at the time the Wastewater Management Plan was adopted in 1982. The larger original parcel was subsequently subdivided into two parcels to facilitate the dedication of a 6.35- acre perpetual agricultural conservation easement to the South Livermore Valley Agricultural Land Trust. Since there is no possibility of development or additional septic systems on the easement, the original 8.35-acre lot size is considered the "lot-of-record" for this application as it was for a previous septic system use proposed by the former property owner.

As proposed now, the existing septic system would serve both commercial and residential uses on the property. The commercial use involves only sewage flows from a restroom for the patrons and employees of the winery, whereas the residential use involves an existing four-bedroom home located on the property. The winery's sewage type is similar in nature to household sewage; however, the estimated quantity is small in comparison with the existing residential portion - 19 gallons per day (gpd) for the winery versus 320 gpd for the residence.

Zone 7 has adopted Wastewater Management Policies to minimize the potential for impacts to groundwater from over use and misuse of septic tanks over the Central Groundwater Basin and its fringe areas. One such policy limits all new developments planning to use septic tank systems to a maximum density of one rural residential equivalence per five acres (1 RRE/5 Ac). For the purpose of evaluating onsite wastewater loading, staff assumes 1 RRE equals about 320 gpd (average) effluent containing 40 mg/L total nitrogen (N), or a loading of about 39 lbs N per year.

A second policy prohibits the use of septic tanks for any new commercial development unless the Zone 7 Board approves it. The Board has also adopted criteria for approval of commercial systems and a process for evaluating which projects meet the criteria for approval. This process is summarized in the Zone 7 Septic Tank Approval Decision Tree, which is provided in Exhibit B.

Wastewater from winemaking and bottling processes is another expected contributor to the onsite nitrogen (nutrient) loading anticipated for this commercial operation; however, it is not required or planned to be disposed of through the septic system. It is a fairly common practice in the Livermore Valley, for small wineries to dispose of this lower strength wastewater (5 to 30 mg/L N) onsite by using it for crop and/or landscape irrigation or for onsite dust control measures. For this evaluation, staff assumes a maximum wine production of 10,000 cases per year, a wastewater production of 5 gallons per case of wine produced, and an average concentration of 20 mg/L N (approximation from Kennedy-Jenks, 2012).

DISCUSSION:

In accordance with procedures adopted by the Zone 7 Board in 1986, Zone 7 Staff reviewed the application and additional information provided by Acorn Onsite, Inc., using Zone 7's Septic Tank Permit Review Decision Tree (Exhibit B). The decision path is as follows:

- The project would result in change in wastewater classification from rural residential, to a combination of residential and commercial uses. With the project fully implemented, the average onsite sewage flow would increase from 320 gpd to an estimated 476 gpd (see Exhibit C, Project Wastewater Loading Worksheet).

- The proposed use conforms to the Zone 7 Wastewater Management Policy (WMP) that permits a maximum wastewater loading of 1 RRE/5 Acres when no community sewerage system is available. The parcel is located outside of the City of Livermore and outside of the Urban Growth Boundary, therefore, connecting to the municipal sewer service is not an option; nor is it anticipated in the near future.

- When the projected commercial wastewater flows are combined with the 1.0 RRE loading from the existing residential unit, the total onsite loading would become 1.3 RRE. However, accounting for the "lot of-record" being 8.35 acres, the corresponding prorated onsite loading (0.8 RRE/ 5 Ac) would be less than the permissible 1 RRE/ 5 Ac (see Wastewater Loading Worksheet, Exhibit C).

- The proposed septic tank use conforms to Zone 7's Resolution 1165. Resolution 1165 prohibits the use of septic tanks for new commercial developments overlying the groundwater basin unless it can be satisfactorily demonstrated to the Board of Directors that the wastewater loading will be no more than that from "an equivalent rural residential unit." A portion of the loading will come from a commercial use (i.e., restrooms for business patrons and employees); however, as demonstrated by the calculations in Exhibit C, which are based on information submitted by a Registered Professional engineer (Acorn Onsite), the project would result in less than 1 RRE/ 5 Ac wastewater loading equivalence. Furthermore, the wastewater generated by the commercial aspect would be the same type as rural residential wastewater, and the commercial operations do not involve the use of significant quantities of hazardous materials or wastes.

- Therefore, based on staff's assessment of the information provided by the applicant, staff recommends that the proposed commercial septic tank use be approved, and the project be deemed to be in compliance with Zone 7's Resolution 1165. This action would be consistent with other Zone 7 approvals given for similar commercial uses of septic systems.

EXHIBITS:
Figure 1: Project Location Map
Exhibit A: Septic Tank Application for Non Residential Use
Exhibit B: Zone 7 Septic Tank Approval Decision Tree
Exhibit C: Project Wastewater Loading Worksheet

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO.

INTRODUCED BY
SECONDED BY

Commercial Septic System, Cedar Mountain Winery

WHEREAS, the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District adopted the Wastewater Management Plan for the Unsewered, Unincorporated Area of Alameda Creek Watershed above Niles (Resolution No. 1037, May 19, 1982) to protect the surface and ground water resources within the Zone; and

WHEREAS, said Wastewater Management Plan provides for strict controls on the use of septic tank/leach field systems which may affect groundwater quality within the Zone 7 area; and

WHEREAS, the Board of Directors adopted a policy prohibiting the use of septic tank/leach field systems for new development zoned for commercial or industrial uses which overlies the central groundwater basin unless it can be satisfactorily demonstrated that the wastewater loading be no more than the loading from an equivalent rural residential unit (Resolution No. 1165, August 28, 1986); and

WHEREAS, on October 15, 1986, the Board of Directors approved a Zone 7 Septic Tank Review Procedure for commercial/industrial development, and said Procedure provides for Special Review by the Board of Directors of Septic Tank Permit Applications for Non-Residential Use; and

WHEREAS, by application dated June 22, 2013, Mr. Earl Ault seeks approval for use of a septic tank system for a commercial winery on a 2 acre parcel at 10843 Reuss Road, in South Livermore (APN 099A-2928-002-00) where a residential dwelling already exists; and

WHEREAS, it is logical to use 8.35 acres for the wastewater loading calculation because that was the size of the historic “lot-of-record” before 6.35 acres were dedicated to a perpetual agricultural conservation easement, which prevents any other development on that portion; and

WHEREAS, the total wastewater loading per 5 acres generated onsite by all uses, residential and commercial, will be no greater than one equivalent rural residential unit; and

WHEREAS, the nature of the commercially-generated wastewater to be disposed to the septic system is similar to rural residential wastewater;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby makes the following findings regarding said application:

1. It is not feasible at this time for the onsite facilities to connect to a municipal sewer;

2. The proposed use conforms to the Zone 7 Wastewater Management Policy (WMP) that allows a maximum wastewater loading of one rural residential equivalence per five acres (1 RRE/5 Ac) when no community sewerage system is available;

3. There is no significant risk of contamination to the groundwater basin from the proposed use of the septic system(s).

BE IT FURTHER RESOLVED that said septic tank use is deemed to be in compliance with Zone 7 Resolution No. 1165, but subject to the following conditions:

1. Zone 7's approval is contingent on County Environmental Health Department's approval and oversight during the operation and maintenance of the system.

2. No wastewater disposal, other than that specifically approved herein, is allowed without prior approval by the Zone 7 Water Agency.

3. When a public sewer is extended to within 200 feet of any onsite dwelling connected to the septic system, the septic system shall be abandoned, and all building sewers shall be connected to the public sewer.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

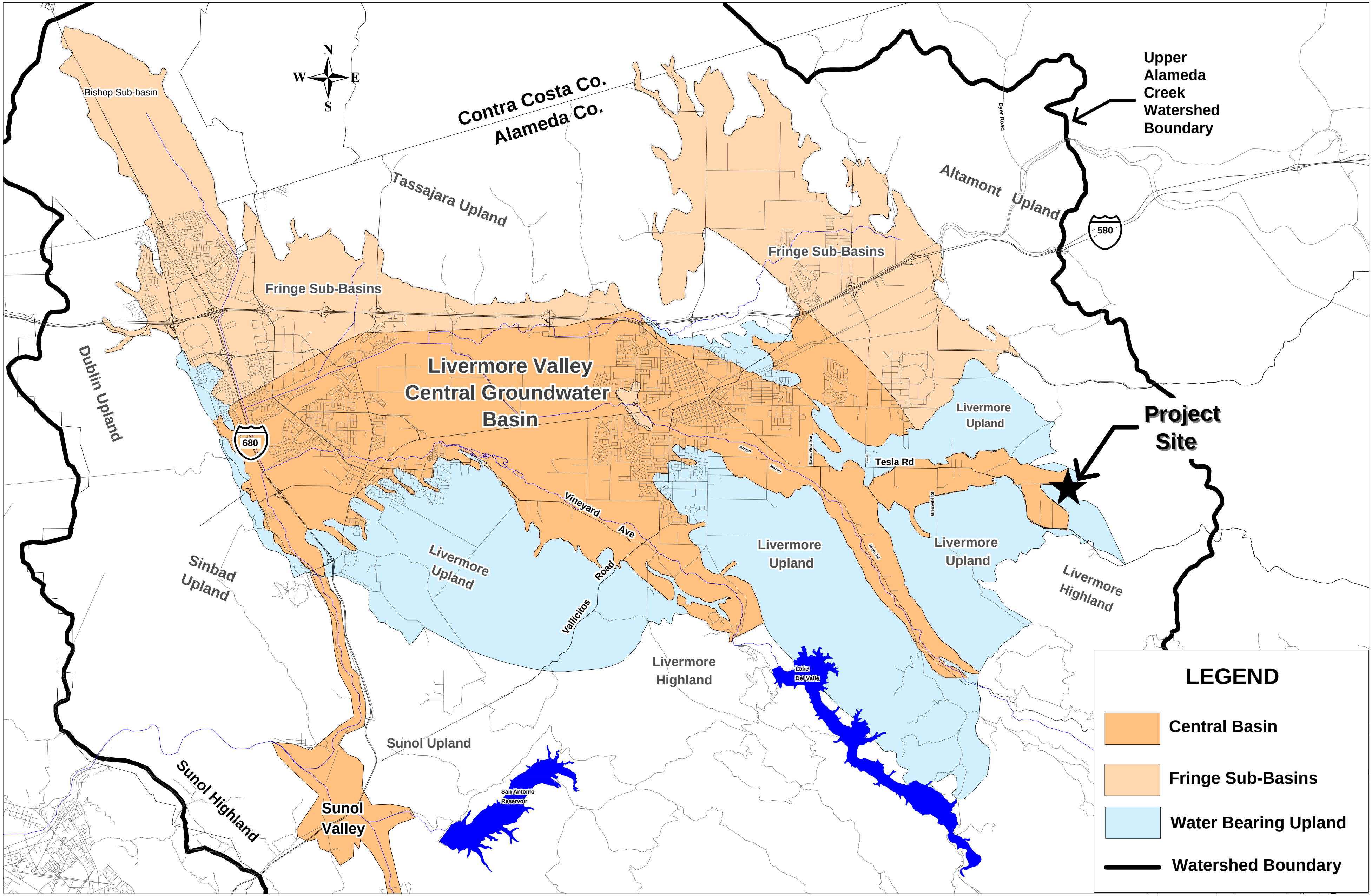
NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on July 17, 2013.

By: ______________________________
President, Board of Directors



Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551

PROJECT LOCATION:
Cedar Mountain Winery
10843 Reuss Rd, Livermore, CA

Date: 6/25/13

Drawn by: W. Hong

FIGURE 1

E:\septic\Cedar Mountain Winery.WOR

Alameda County Flood Control & Water Conservation District, Zone 7

100 No. Canyons Parkway • Livermore, California 94551 • Phone (925) 454-5000 • Fax (925) 454-5728

Septic Tank Application for Non-Residential Use

For Applicant to Complete

1) Name of Business: Cedar Mt. Winery

2) Septic Tank Site:

a) Address: 10843 Reuss Road
Livermore CA 94550

b) Assessors Parcel No.: 099A-2928-002-00

3) Contact Person:

Name: Earl Ault

Title: CFO/Winemaker

Telephone: 925/373-6636

Fax No: 925/373-6694

Mailing Address: Same as above

4) Statement of existing use of the property:
Residential and horse rearing

5) Statement of proposed use of the property:
Residential and boutique winery

6) Attach site map showing locations of septic tank/treatment/leachfield system, facilities and buildings to be connected to the system, and any wells.

7) Attach description of septic tank/treatment system to be used, and include estimates of the total wastewater loading for the site, and of the nitrogen removal potential of the treatment system, if any.

8) Attach Hazardous Materials Management Plan, or statement of onsite hazardous materials use.

9) Applicant's signature: Earl Ault
Digitally signed by Earl Ault
DN: cn=Earl Ault, o, ou, email=winemaker@wt.net, c=US
Date: 2013.06.22 09:55:09 -07'00'

Date: 6-22-2013

For Office Use Only (Shaded Areas)

Septic Tank Permit No.: 13-067

Taken by: M Katen Date: 6/24/2013

(Check Appropriate Action)

Approved:

____ 1) Complies w/Res. No. 1165 Date:______

____ 2) Exception, Special Review 2 Date:______

____ 3) Exception, Special Review 1 Date:______

Disapproved:

____ 4) Non-compliance Date:______

Permit Conditions

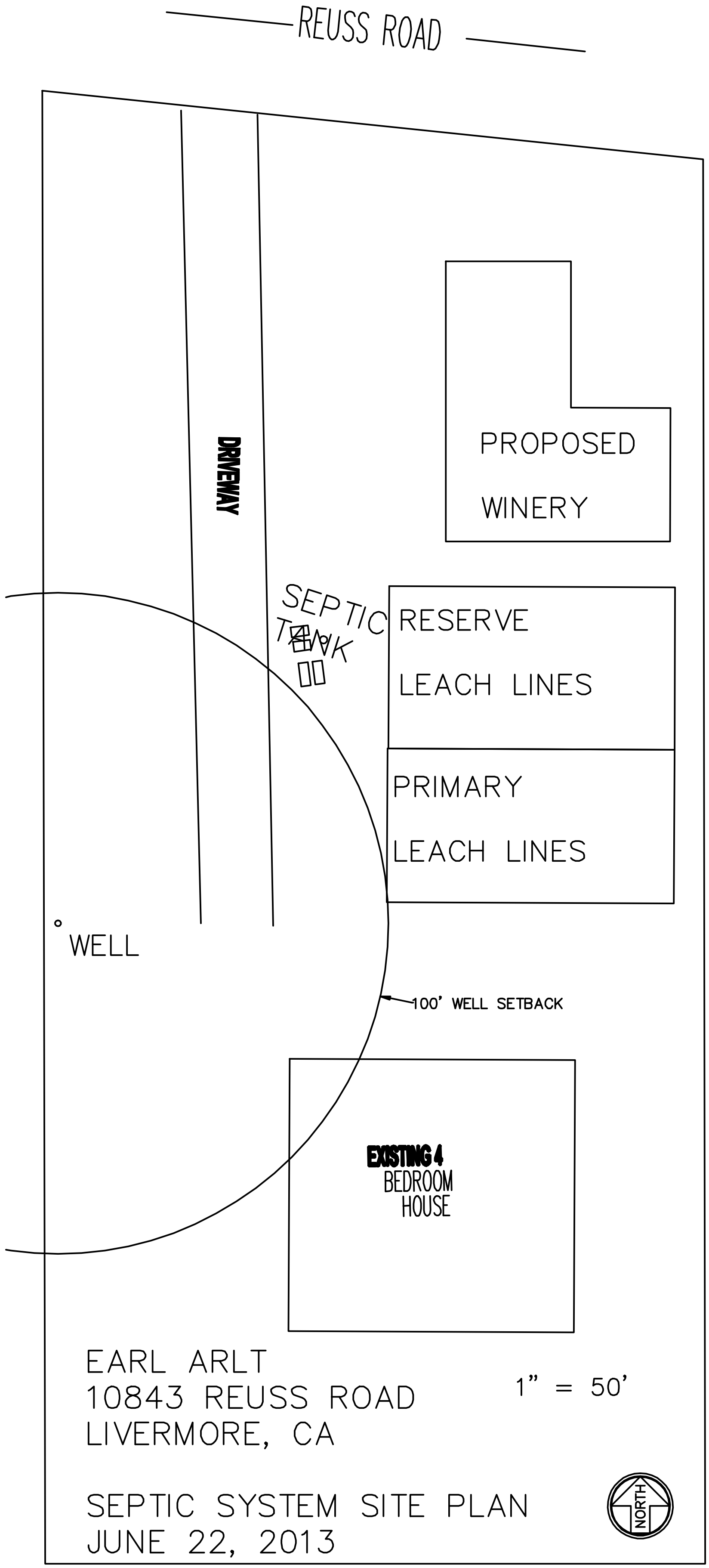
This permit is issued subject to the following General Conditions and to the circled Special Conditions:

A. General Conditions:

1. Limit the number of full-time employees to _____ persons.
2. Comply with policies of Wastewater Management Plan.
3. Comply with all other requirements of federal, state and local jurisdictions.
4. Subject to unscheduled inspections.
5. Connect to community sewerage system when within 200 feet of any property line.

B. Special Conditions:

1. Develop and maintain a Hazardous Materials Management Program as approved by Alameda County Environmental Health Division, Hazardous Materials Management Unit.
2. Provide sampling stations for analysis of suspected contaminants at applicant's expense as follows:
3. See attached special permit conditions


REUSS ROAD
DRIVEWAY
PROPOSED
WINERY
SEPTIC
TANK
RESERVE
LEACH LINES
PRIMARY
LEACH LINES
WELL
100' WELL SETBACK
EXISTING 4
BEDROOM
HOUSE
EARL ARLT
10843 REUSS ROAD
LIVERMORE, CA
1" = 50'
SEPTIC SYSTEM SITE PLAN
JUNE 22, 2013
NORTH

Zone 7 Septic Tank Approval
Decision Tree

Applicant: **Cedar Mountain Winery**		Case No.: **13-067**
Site Address: **10843 Reuss Road, Livermore**		
Date: **July 17, 2013**		

(Most septic tank reviews are made when the property owner request the Planning Department for a land use change, rezoning, or parcel split.)

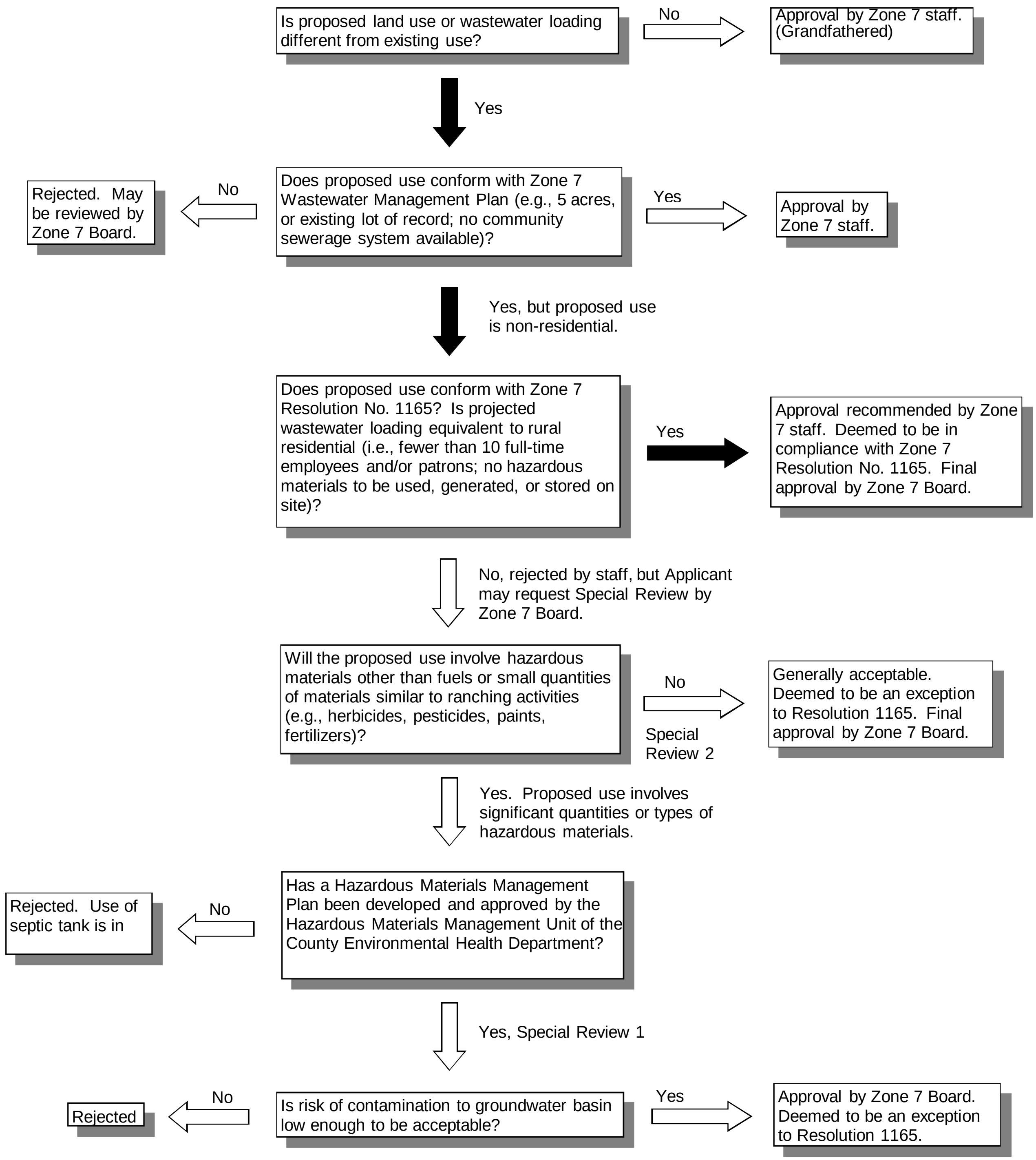


EXHIBIT B

Project Wastewater Loading Worksheet

for

Cedar Mountain Winery

10843 Reuss Road

(Case # 13-067)

Current Wastewater Loading:

Qty	Loading Description	Sewage Flow Rate	Percent Residential Strength(6)	Annual Nitrogen Loading	Total Rural Residential Equivalences(8)	Total RRE Pro-rated per 5 Ac(9)
1	family dwelling unit	320 gpd1	100%	39 lbs N/yr	1 RRE	**0.6 RRE/5 acres**

Proposed Wastewater Loading:

Qty	Loading Description	Sewage Flow Rate	Percent Residential Strength(6)	Annual Nitrogen Loading	Total Rural Residential Equivalences(8)	Total RRE Pro-rated per 5 Ac(9)
1	existing dwelling unit	320 gpd(1)	100%	39 lbs N/yr	1 RRE	
1	fulltime employee	15 gpd(2)	100%	1.8 lbs N/yr	0.05 RRE	
10	customers per week(3)	4 gpd(2)	100%	0.4 lbs N/yr	0.01 RRE	
10,000	cases process wastewater(4)	137 gpd(5)	50%(7)	8 lbs N/yr	0.214 RRE	
	Post Project Totals	476 gpd		49.6 lbs N/yr	1.3 RRE	**0.8 RRE/5 acres**

Notes:

(1) Zone 7's standard for average wastewater loading of a single-family rural residential unit

(2) Estimated sewage flow from Table 3, Alameda County Onsite Wastewater Treatment System Regulations (2007)

(3) Estimated number of customers from Acorn Onsite, Inc.

(4) Estimated number of cases of wine produced from Cedar Mtn website. Used as maximum for site.

(5) Estimated 5 gallons of wastewater per case of wine produced from Acorn Onsite, Inc

(6) Assumes average residential effluent concentration = 40 mg/L Total Nitrogen

(7) Estimated from Kennedy/Jenks Consutants Report of Waste Discharcge for Concannon Winery, 2012

(8) Based on 1 RRE = 39 lbs N/yr

(9) 5 Ac proration based on 8.35 Ac original lot size (i.e., 5/8.35 x Total RRE)

EXHIBIT C

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

ORIGINATING SECTION: Engineering
CONTACT: Dennis Gambs/Jarnail Chahal

AGENDA DATE: July 17, 2013 ITEM NO. **6c**

SUBJECT: Amending Buffer Zone License Agreement and Approving New License Agreement to Maintain Storm Drain in Mohr Avenue

SUMMARY:

- Ponderosa Homes is currently constructing a housing development known as "Ironwood Active Adult Community" which is adjacent to Zone 7's Lake I in Pleasanton.
- As a condition of approval by the City of Pleasanton, Ponderosa Homes was required to construct a public trail adjacent to the development on property located along the southerly boundary of Lake I.
- Because a portion of the trail would be located on property owned by Zone 7, the City of Pleasanton needs approval from Zone 7 to open the trail for public use.
- Zone 7 can approve this trail for public use by amending the existing Buffer Zone License Agreement with the City of Pleasanton.
- As part of the Ironwood development, Ponderosa Homes installed a storm drain system which conveys storm water from Zone 7's property to the City storm drain.
- The storm drain system includes a 12-inch pipeline crossing the City's Mohr Avenue right of way before connecting into the City's system.
- In order for Zone 7 to have the right to maintain this 12-inch storm drain on city property, the City will have to approve a License Agreement with Zone 7.

FUNDING:
Both the amendment to the License Agreement for use of Buffer Zone and the License Agreement to maintain the storm drain are at no costs to either party.

RECOMMENDED ACTION:
Adopt attached resolutions:

1) Authorizing the General Manager to negotiate and execute the amendment to the License Agreement for Recreational Use of Lake I Property with City of Pleasanton; and
2) Authorizing the General Manager to negotiate and execute the License Agreement to maintain the storm drain within the abandoned portion of Mohr Avenue with City of Pleasanton.

ATTACHMENTS:

1. Memo with background and discussion
2. Resolutions
3. Location Map
4. Tract 8064 Improvement Plans (sht. 10)
5. Proposed First Amendment to Lake I Recreational Use License Agreement
6. Existing Recreational Use License Agreement for Buffer Zone
7. Proposed Storm Drain License Agreement

INTEROFFICE MEMO

Date: June 17, 2013
To: Jill Duerig, General Manager
From: Dennis Gambs, Principal Engineer

Subject: Amending Buffer Zone License Agreement and Approving New License Agreement to Maintain Storm Drain in Mohr Avenue

The following provides background and discussion on the above-referenced agenda item.

BACKGROUND:

In March of 2009, the Pleasanton City Council approved a residential development with 110 single-family homes known as the Ironwood Active Adult Community. As a condition of approval, the developer, Ponderosa Homes, is required to construct a public trail adjacent to the development on property located along the southerly boundary of Lake I and a portion of Mohr Avenue right of way no longer used by vehicles. Because a portion of the trail would be located on property owned by Zone 7, the City needs an agreement from Zone 7. An amendment to the existing License Agreement granted by Zone 7 to the City for park/trail uses on the portion of Lake I near Martin Avenue known as the "Buffer Zone" is proposed for adding the new section of trail along the south side of Lake I to the agreement.

As part of the Ironwood development, Ponderosa Homes installed a storm drain system which collects and conveys storm water from Zone 7's property to the public storm drain system. Grading and drainage improvements to the southerly portion of Lake I included installation of a storm drain and field inlets draining Zone 7's maintenance road area, improving water quality in Lake I. The storm drain system includes a 12-inch pipeline crossing a non-paved portion of Mohr Avenue owned by the City before connecting into the city's system. In order for Zone 7 to have the right to maintain this 12-inch storm drain, the City plans to approve a License Agreement granting these rights to Zone 7.

In 2003, Zone 7 acquired Lake I from Hanson Aggregates under an agreement stemming from the 1981 Specific Plan for Livermore-Amador Valley Quarry Area Master Plan which establishes the Chain of Lakes. Lake I included a strip of land between the western edge of the lake and Martin Avenue referred to as the Buffer Zone. The City desired to use this portion of Lake I for park and open space purposes. The Buffer Zone included a dirt path used as a trail, trees to screen mining activities and a paved pedestrian/ bicycle path. In June of 2006, the Zone 7 Board authorized approval of a License Agreement with the City of Pleasanton to allow these uses of this portion of Lake I property. The License was executed in August 27, 2008, after the City resolved annexation issues.

The terms and conditions of this License Agreement are similar to the license agreements for use of Zone 7's flood control rights of way. Through these public agency agreements, Zone 7 has been making its rights of way available to the public for park and recreational purposes since 1968.

The License Agreement for the Buffer Zone permits the City of Pleasanton to improve, maintain and operate the site for park and recreation purposes which are not in conflict with Zone 7's use of the area for water management purposes. The License Agreement includes the indemnification provision to protect Zone 7 from liability for the area being open to the public.

The License Agreement was issued at no cost to the City in 2008 for a term of 25 years (now 20 years remaining), renewable for an additional 25 years. The City's use of the property is subject to Zone 7's primary needs for water management purposes.

DISCUSSION:

The Pleasanton City Council wanted a trail connection from the north side of the development along the northern boundary of the site and the Mohr Avenue right-of-way. The council also wanted the public trail installed now so as to provide the residents in the Ironwood development with immediate and convenient access to the existing trails in the area.

The earthen trail and drainage system on Zone 7 property are being constructed through an encroachment permit from Zone 7 with the understanding that a License Agreement with the City to allow public use of the property would need to be amended by the Zone 7 Board. Ponderosa Homes has completed rough grading for the trail and is expected to complete the remaining work, including fencing, in the near future. Once Pleasanton has taken on recreational responsibilities and executed the amendment, residents of the Ironwood development could have trail access to and from Mohr Avenue. The trail would be open to the public but the trail will "dead end" at the east end of the Ironwood development until such time as it may be extended eastward as part of a City-adopted East Pleasanton Specific Plan and as approved by Zone 7 for portions on Zone 7's Lake I property. It should be noted that along the south side of the most eastern portion of Lake I there is only 25 feet of setback from the top of bank to the property line. This portion would not accommodate a trail that is separate from the maintenance road within the Zone 7 property with the same configuration being proposed under the amendment (8 foot wide earthen trail and 25 foot wide gravel maintenance road).

In addition, the proposed amendment would make a few changes to the License Agreement so that the trail area being added has essentially the same requirements as the trail agreements along the flood control channels. Under the amendment, the removal of litter and vegetation from the site would be the responsibility of the City <u>at no cost to Zone 7</u>.

The setback from the bank of Lake I to Zone 7's property line is approximately 65 feet in this section. The trail area and maintenance road would be within this setback area but separated by a 6-foot chain-link fence which would form the northerly boundary of the area being licensed to the City. The lake bank is at a 2:1 slope (2 feet horizontal to 1 foot vertical). The vertical distance from the top of bank area and lake bottom is approximately 140 feet. While many flood control channels have 2:1 slopes the maximum depth of a channel is approximately 30 feet and water depth significantly less during most periods of high recreational use.

The proposed trail along the southern portion of Lake I was discussed at the June 6, 2013 board meeting as part of the Chain of Lakes - Preliminary Lake Use Evaluation for Lakes H, I, and Cope item. In addition, the Amended License Agreement and Storm Drain were included in the background provided on the item to approve an exchange of electrical easements with PG&E in connection with the Ironwood development at the March 17, 2013 Board meeting.

Staff recommends authorizing the General Manager to negotiate and execute the amendment to the License Agreement to the City for Recreational Use of Lake I Property and authorizing the General Manager to negotiate and execute the License Agreement from the City allowing Zone 7 to maintain the storm drain within Mohr Avenue by adopting the attached resolutions.

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO.

INTRODUCED BY
SECONDED BY

FIRST AMENDMENT TO BUFFER ZONE LICENSE AGREEMENT WITH PLEASANTON

BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby authorize the General Manager to negotiate and execute the amendment to the License Agreement (A09-45-PLE) between the City of Pleasanton and Zone 7 of the Alameda County Flood Control and Water Conservation District to add more of Zone 7's Lake I property to the existing Buffer Zone agreement which provides for use of the site for park and recreation purposes.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on July 17, 2013.

By: ______________________________
President, Board of Directors

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO.

INTRODUCED BY
SECONDED BY

LICENSE AGREEMENT FOR MOHR AVENUE STORM DRAIN

BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby authorize the General Manager to negotiate and execute a License Agreement (A14-18-PLE) for the purpose of constructing, operating, maintaining, repairing or replacing a Storm Drain system, between the City of Pleasanton and Zone 7 of the Alameda County Flood Control and Water Conservation District.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

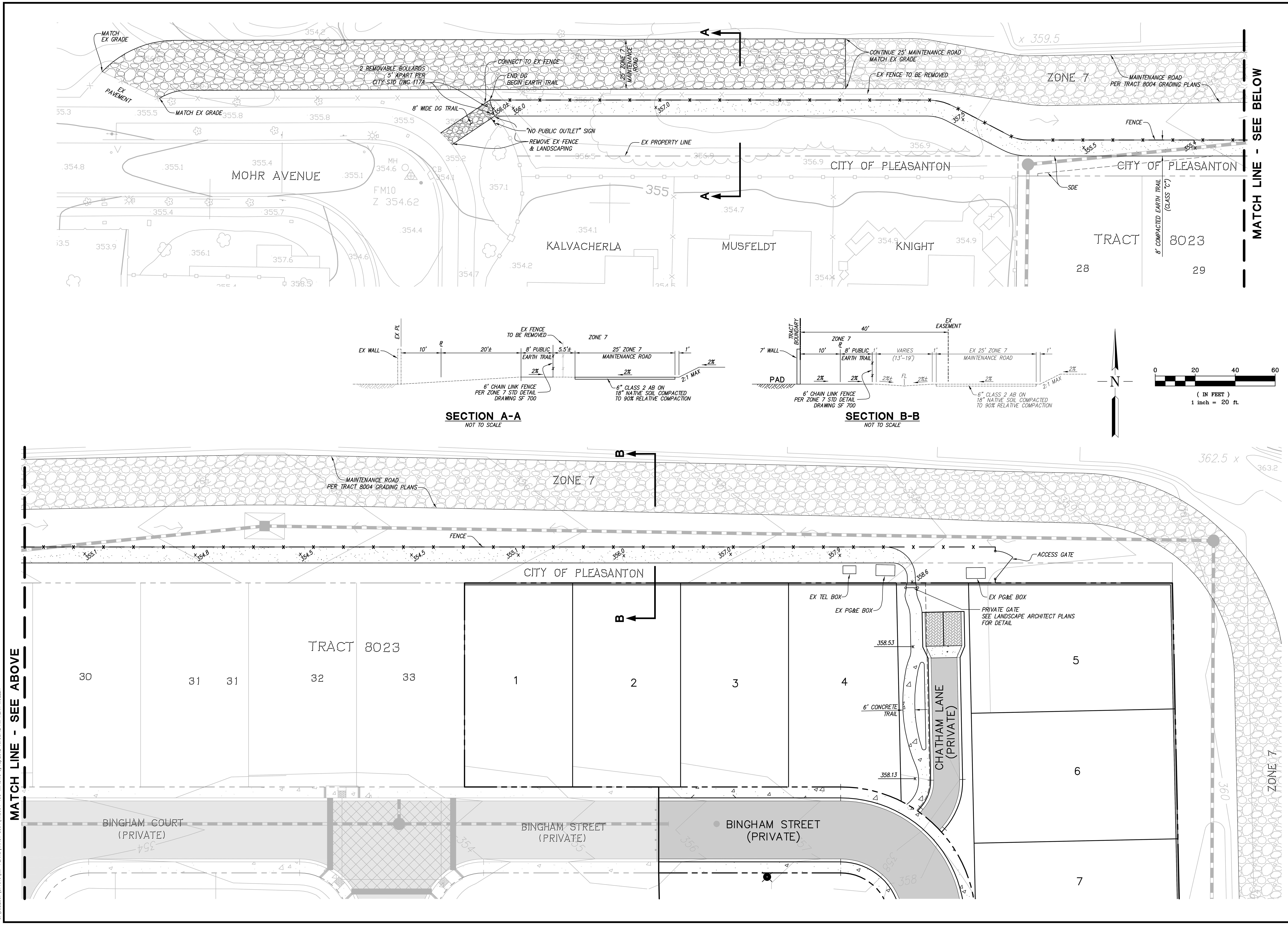
ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on July 17, 2013.

By: ____
President, Board of Directors

ZONE 7 WATER AGENCY
100 North Canyons Parkway
Livermore, CA

DRAWN: BW rev sje	SCALE: AS SHOWN	**LAKE I LICENSE AGREEMENTS WITH CITY OF PLEASANTON LOCATION MAP**
REVIEWED: DG	DATE: 04/09/2013 rev 07/3/2013	
File: W:/WSE/STAFF/Steven/Dennis Gambs/Lake I License Agreements with CoP.mdx	FIGURE #	



RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

IMPROVEMENT PLANS
TRACT 8064 - IRONWOOD ACTIVE ADULT
CITY OF PLEASANTON PUBLIC TRAIL PLAN
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA
FOR: PONDEROSA HOMES

SCALE	DATE	DRAWN	CHECKED	PROJ. MGR.
AS SHOWN	MAY 3, 2011	APM	AHC	MF

DATE	MK	SHEET REVISIONS	BY	CK	CITY
5/14/2012	1	REVISED OFF-SITE TRAIL	APM	MAF	

SHEET NO. 10 OF 12 SHEETS
JOB NO. 071010P2

G:\JOB2007\071010\IMP PLANS\TRACT 8064\TR8064-10G-IMP.DWG 5/15/2012 10:38:12 AM ALAN MULLEN

<u>FIRST AMENDMENT TO LICENSE AGREEMENT</u>

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (hereinafter “AMENDMENT”), is made and entered into this ____ day of ________, 2013, by and between Zone 7 of Alameda County Flood Control and Water Conservation District, a body corporate and politic (hereinafter “ZONE 7”) and the City of Pleasanton, a Municipal Corporation (hereinafter “CITY”).

<u>RECITALS</u>

<u>This AMENDMENT is entered into on the basis of the following facts, intentions and understandings of ZONE 7 and CITY hereto:</u>

A. On August 27, 2008, CITY and ZONE 7 entered into a License Agreement in which ZONE 7 agreed to allow CITY to construct and maintain trails and a park-like atmosphere on certain property owned by ZONE 7 as part of the westerly buffer area of Lake I which is adjacent to Martin Avenue and known as the Buffer Zone.

B. On March 3, 2009, the City Council for the City of Pleasanton approved a residential development with 110 single-family homes known as “Ironwood Active Adult Community”. As a condition of approval, the City Council required Ponderosa Homes, the project developer, to construct a public trail adjacent to the development on property located along the southerly boundary of Lake I and the abandoned Mohr Avenue.

C. Because portions of the public trail will be located on property owned by ZONE 7, the parties desire to amend the License Agreement to include this additional property for the CITY’s use under the same terms and conditions provided for in the License Agreement.

NOW, THEREFORE, BE IT MUTUALLY AGREED as follows:

1. The property delineated in Exhibit A-1, which is attached hereto and made a part hereof, shall be added to the Zone 7 property delineated as Exhibit A under the License Agreement and together with said property be collectively known as “Site.”

2. Provisions 5c. and 5.b of said License Agreement shall not apply to the portion of the SITE (Exhibit A-1) being added under this amendment.

3. The removal of litter, vegetation and other items from the portion of the SITE being added under this amendment shall be the responsibility of the CITY, unless such waste or litter is caused by Zone 7 or its contractors in which situation Zone 7 shall be responsible for removal.

4. In all other respects, the terms and provisions of the August 27, 2008 License Agreement shall continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this FIRST AMENDMENT TO LICENSE AGREEMENT on the dates appearing below their respective authorized signatures.

Zone 7 of Alameda County Flood Control and Water Conservation District

By: ______________________________
G. F. Duerig
Its: General Manager

Date: ____________________________

City of Pleasanton

By: ______________________________
Nelson Fialho
Its: City Manager

Date: ____________________________

ATTEST:

____
Karen Diaz, City Clerk

APPROVED AS TO FORM:

____
Jonathan P. Lowell, City Attorney

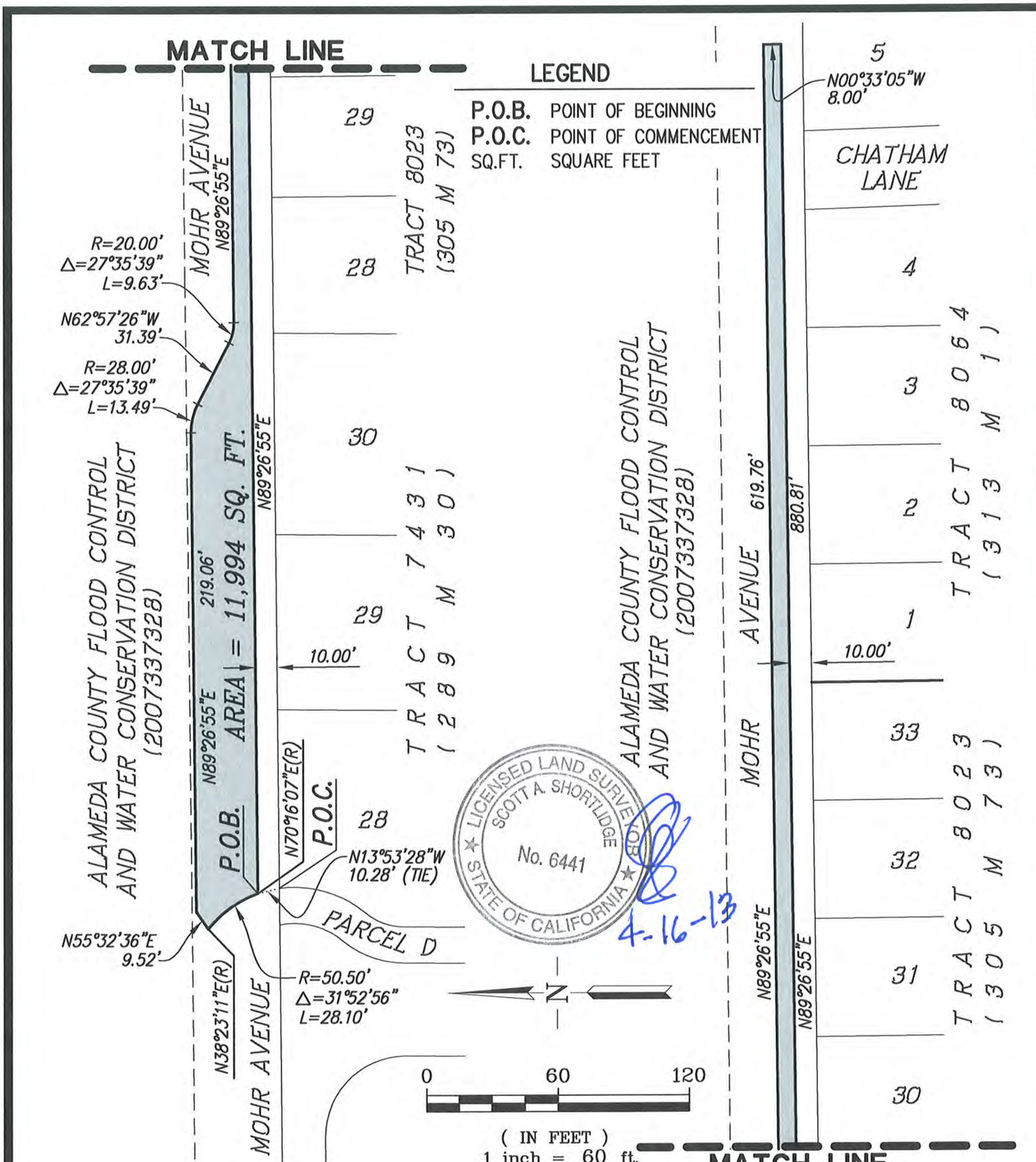


EXHIBIT A-1

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
FIRST AMENDEMENT TO
LICENSE AGREEMENT
BETWEEN CITY AND ZONE 7

CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

G:\Job2007\071010\MAPPING\Plats\TRAIL EASEMENT.dwg

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=60'	4-16-2013	071010

EXHIBIT "A-1"

DESCRIPTION FOR ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7 – LAKE I

PEDESTRIAN TRAIL LIMITS

Map: RF 10123
APN: Not Assigned

No. __________
December 1, 2012

Land Description of a parcel of land situate in the City of Pleasanton, Alameda County, California, and being a portion of Mohr Avenue (County Road No. 7794) and being more particularly described as follows:

Commencing at the northwest corner of Lot 28 as created by Subdivision Tract Map No. 7431 filed on November 10, 2005 in Book 289 of Maps, at Page 30 Official Records of said County; **Thence** across Mohr Avenue, North 13° 53' 28" West – 10.28 feet to a point on the centerline of Mohr Avenue and for the **Point of Beginning** hereof, same corner being at the beginning of a curve to the left, from which point the center bears South 70° 16' 07" West; **Thence** continuing across Mohr Avenue for the following eight (8) courses: (1) in a northwesterly direction 38.40 feet along the arc of said curve to the left, having a radius of 50.50 feet and through a central angle of 43° 33' 45", (2) North 55° 32' 36" East – 9.52 feet, (3) North 89° 26' 55" East – 219.06 feet to the beginning of a curve to the right, (4) in a southeasterly direction 13.49 feet along the arc of said curve to the right, having a radius of 28.00 feet and through a central angle of 27° 35' 39", (5) South 62° 57' 26" East – 31.39 feet to the beginning of a curve to the left, (6) in a southeasterly direction 9.63 feet along the arc of said curve to the left, having a radius of 20.00 feet and through a central angle of 27° 35' 39", (7) North 89° 26' 55" East – 619.76 feet, and (8) South 00° 33' 05" East – 8.00 feet to a point on the centerline of Mohr Avenue; **Thence** along said centerline, South 89° 26' 55" West – 880.81 feet to Point of Beginning.

Containing 11,994 Square Feet of land area, more or less.

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Prepared By:

Scott Shortlidge

Scott Shortlidge L.S. 6441

4-16-2013

Date

A09-45PLE

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "LICENSE"), is made and entered into this 27th day of August, 2008, by and between Zone 7 of Alameda County Flood Control and Water Conservation District, a body corporate and politic (hereinafter "ZONE 7") and the City of Pleasanton, a Municipal Corporation (hereinafter "CITY").

RECITAL

A. ZONE 7 owns certain water facilities and real property in the County of Alameda, State of California, adjacent to Martin Avenue and part of Lake I, known as the Buffer Zone, hereinafter "SITE";

B. CITY has indicated its desire to retain a park-like atmosphere within and about the SITE; and

C. ZONE 7 is agreeable to such use by CITY on the SITE and hereby grants a non-exclusive LICENSE for said use upon the following terms and conditions.

NOW, THEREFORE, BE IT MUTUALLY AGREED as follows:

1. Permitted Use. Subject to the terms of this LICENSE, the CITY is permitted to construct, improve, maintain and operate the SITE delineated on Exhibit A, which is attached hereto and made a part hereof, for park and recreation purposes.

2. License Fee. This LICENSE shall not require payment of any rent or other charges to ZONE 7 by CITY for the use of the SITE for the purposes for which it is permitted.

3. Term of License.

   a. The term of this LICENSE shall be for twenty-five (25) years from the date of execution of this LICENSE with an option to CITY of renewal for additional periods of twenty-five (25) years thereafter upon application therefore accompanied by a showing of faithful exercise thereof according to the covenants herein; either this original LICENSE or any renewal thereof to be subject to termination under the covenants provided herein to govern such termination. Renewals shall be subject to updating the conditions on use of the SITE.

   b. At any time, either CITY or ZONE 7 may terminate this LICENSE, with or without cause by providing 90 days advance written notice to the other party.

   c. CITY's obligations under Section 7 ("Condition of SITE Upon Termination"), Section 10 ("Indemnity") and Section 12 ("Waiver of Claims") shall survive the termination of this LICENSE.

4. Limitations

   a. This LICENSE is granted solely for the purpose of authorizing CITY to provide park and recreational uses at the SITE for general public use without discrimination as to place of National origin, Ancestry, Ethnicity, race, color, gender, age, marital status, pregnancy, sexual orientation (real or perceived), medical condition, physical or mental disability, or religion.

b. It is understood and agreed by CITY that the primary purpose for which ZONE 7 has acquired and owns the SITE is for water management and that operations in furtherance of said purpose must take precedence over any and all other uses of the subject SITE.

c. ZONE 7 shall have all reasonable and necessary rights of entry to the subject SITE, including the right to alteration or repair and maintenance and operation for water management purposes. Notice by Zone 7 of entry to Site shall be as set forth in Section 13. Use of the SITE by CITY or public shall be at all times subject to the primary use of the aforesaid SITE for water management purposes.

d. CITY shall obtain and comply with all required permits, agreements and/or regulatory approvals relating to the improvement, maintenance or operation of the SITE for park and recreational purpose including all federal, state, or local government requirements. This requirement includes compliance with CEQA as well as any necessary construction, building or use permits, including any progress inspections that may be required by any regulatory body.

e. Prior to installation of any permanent facilities or landscape improvements, CITY shall submit plans and specifications for the proposed additions to ZONE 7. The facility or improvements shall not be installed by CITY without securing the standard form encroachment permit from ZONE 7 which shall issue said permit at no cost to CITY. The issuance of said permit shall not be unreasonably withheld; said permit shall be issued unless such structures, facilities or improvements would interfere with the primary use of said areas for water management purposes.

f. Should ZONE 7, in its sole discretion, reasonably determine that any of CITY's activities or improvements interfere with any ZONE 7 activities or operations, ZONE 7 may require CITY to eliminate said interference, by providing CITY with written notice of ZONE 7's requirement and the reasons therefore. Within 30 days of its receipt of such notice, CITY shall proceed forthwith to remedy the problem, as directed by ZONE 7. In the event CITY fails to remedy or correct the problem within such 30-day period, ZONE 7 may take such action as ZONE 7 deems reasonably necessary to remedy such interference, all at CITY's sole expense.

g. CITY agrees to abide by any future SITE rules and regulations which may be adopted by ZONE 7's Board of Directors. ZONE 7 shall provide to CITY copies of such new SITE rules and regulations within fifteen (15) days from the date of adoption by the ZONE 7 Board.

h. City agrees to accept this LICENSE to the SITE on an "as-is" basis and ZONE 7 has no obligation to maintain or repair the SITE in a condition necessary to meet the requirements for public use for park and recreational purposes during the term of this LICENSE.

i. CITY shall be solely responsible for any damage or loss to CITY's improvements resulting from theft or vandalism or resulting from any other cause. ZONE 7 shall not provide security for CITY's improvements. ZONE 7 shall not be responsible for any loss or damage suffered by CITY (including direct or indirect loss or damage, or incidental or consequential loss or damage) resulting from any damage to CITY's improvements or loss of use thereof suffered in connection with this LICENSE, except if such damage is due solely to actions of Zone 7 or its contractors and such actions were not necessary for use of the property for water management purposes.

j. Suspension or Limitation of Use: ZONE 7 shall have the right, without liability to CITY, to suspend any licensed uses temporarily or to limit this LICENSE and the use of the

SITE by the CITY during such periods of time as ZONE 7 determines that such suspension or limitation is necessary in the interest of public safety, national security, or the operation or maintenance of its water facilities. Zone 7 will provide notice of its determination to suspend or limit use to CITY pursuant to section 15 of this License Agreement.

5. Park Maintenance and Operation

a. CITY shall cause any park and recreational improvements to be constructed, maintained and operated in an orderly, safe, and sanitary manner at all times including but not limited to: pathways for bicycle, pedestrian or equestrian uses, information & warning signs, landscaping and the maintenance, removal or replacement of trees.

b. The removal of waste, litter and other items from the SITE shall be the responsibility of the CITY, unless such waste or litter is caused by Zone 7 or its contractors in which situation Zone 7 shall be responsible for removal.

c. CITY shall keep the SITE free from weeds as required to meet fire protection standards as mandated by the fire protection agency having jurisdiction. City shall invoice Zone 7 for 50% of the actual costs incurred by CITY for weed abatement along with supporting documents and information. ZONE 7 shall pay the CITY's invoice within 30 days of receipt.

d. Major maintenance activities undertaken by the CITY, including but not limited to: tree removal or replacement, shall not be commenced without prior notification to ZONE 7 unless immediate action is necessary to preserve public safety in which case, notice of CITY activity shall be provided to Zone 7 as soon as practical. Replacement trees shall be mutually agreeable to ZONE 7 and CITY.

e. CITY shall adopt such rules and regulations it deems necessary to facilitate the orderly operation and control of the use of the SITE by the public for recreational purposes. If any such rule or regulation is contrary to the primary interest of water management, or is deemed by ZONE 7 to be adverse to its interest as the property owner, ZONE 7 may give notice of such fact to CITY and CITY shall change such rule or regulation in conformance to ZONE 7's request insofar as it may legally so do.

6. Violations of Permitted Use. Should the CITY, its employees, contractors, subcontractors, agents, or the general public construct, install, operate or maintain any park improvements in violation of the terms of this LICENSE, or in violation of any of the approvals granted hereunder, ZONE 7 may direct CITY, at CITY's sole cost, to remove the improvements from the LICENSED AREAS or to take other remedial action, as ZONE 7 may, in its sole discretion, determine to be appropriate CITY shall be afforded a period of thirty (30) days, within which to cure any such violations and comply with ZONE 7's directive. In the event CITY fails to cure within the above stated period, ZONE 7 shall have the right to take any and all actions to remediate the LICENSED AREAS and CITY shall reimburse ZONE 7 for all costs associated therewith. Zone 7, as it reasonably determines, may extend the period as may be necessary to cure the default, provided that the City has commenced the cure within the thirty (30) day period.

7. Condition of SITE Upon Termination. Upon termination of this LICENSE, CITY at its sole cost and expense shall remove any facilities installed on the SITE and, to the extent requested by ZONE 7, restore the SITE as nearly as possible to the condition in which it existed immediately prior to the date of execution of this LICENSE.

8. Assignment. CITY may assign all of its rights, duties and liabilities under this LICENSE to another public agency provided that such assignment is agreeable to ZONE 7 and provided further that such agency gives written notice to ZONE 7 that it accepts all of the rights, duties and liabilities imposed upon CITY under this LICENSE.

9. Acknowledgment of Title. It is understood and agreed that CITY, by the acceptance of this LICENSE and by the use or occupancy of said SITE, has not acquired and shall not acquire hereafter any property rights or interest in or to said SITE through this LICENSE, and that CITY may use the SITE only as herein provided.

10. Indemnity

CITY shall indemnify, defend, reimburse and hold harmless Zone7, its officers, agents and, employees (collectively, "Indemnitees") from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Liabilities"), arising in any manner out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the SITE, or any part thereof, whether the person or property of CITY, its officers, agents, employees, contractors and subcontractors (collectively, "Agents"), its invitees, guests or business visitors or third persons (collectively, "Invitees"), relating in any manner to any use or activity under the LICENSE and modifications thereto; (b) any failure by CITY to faithfully observe or perform any of the terms, covenants or conditions of this LICENSE or (c) the use of the SITE or any activities conducted thereon by CITY, its Agents or Invitees. This provision applies except to the extent of Liabilities resulting directly from the sole negligence or willful misconduct of Indemnitees.

The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the Indemnitees. CITY shall have an immediate and independent obligation to defend Zone 7 from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to CITY by Zone 7 and continues at all times thereafter. CITY's obligations under this Condition shall survive the expiration or termination of the LICENSE and modifications thereto.

11. Insurance Requirements

CITY shall carry public liability and property damage insurance or monetary coverage in an amount which will adequately protect ZONE 7 from all such liabilities or claims, such amount to be no less than $1,000,000 each person and $1,000,000 each occurrence for bodily injury or death and $1,000,000 on each occurrence for property damage. These amounts shall be reviewed by the parties every five years, and increased by no less than the amount of increase in the Consumer Price Index for the Oakland – San Francisco SMSA. Policies for such insurance shall name ZONE 7 of Alameda County Flood Control and Water Conservation District, Alameda County Flood Control and Water Conservation District, the County of Alameda, their officers, agents and employees as additionally insured and copies thereof, certificates of payment of premiums thereon, or other proof of insurance or monetary coverage acceptable to ZONE 7, shall be furnished ZONE 7 by CITY. It is agreed that such insurance or monetary coverage as is afforded by the policy to ZONE 7 of Alameda County Flood Control and Water Conservation District, et al., shall apply as primary insurance or monetary coverage. No other insurance or monetary coverage effected by ZONE 7 of Alameda County Flood Control and Water Conservation District, et al., shall be called upon to contribute to a loss covered by the policy.

CITY has the right and option to self-insure the requirements under this Section 12 upon written notice to ZONE 7 that CITY assumes the obligations in the place and stead of any insurance carrier, any reference to failure to coverage notwithstanding. In the event that CITY elects to self-insure, CITY shall provide to ZONE 7 a certificate or other evidence of self-insurance acceptable to ZONE 7.

12. Waiver of Claims

CITY fully releases, waives, and discharges forever any and all claims, demands, rights and cause of action against, and covenants not to sue, Indemnitees, under any present or future laws, statutes, or regulations: (a) for any claim or event relating to the condition of the SITE or CITY's use thereof; or (b) in the event that ZONE 7 exercises its right to suspend, revoke or terminate the LICENSE.

13. Duties of ZONE 7. ZONE 7 agrees to furnish CITY reasonable notice of water management operations and maintenance which would materially affect the park operations of CITY and keep CITY informed of any conditions which might result in such operations and maintenance. Zone 7 will provide City not less than 48 hours notice unless Zone 7 determines in its sole and reasonable discretion that such notice is impractical due to emergency or security related situations. In such emergency or security related situations, ZONE 7 will provide notice to CITY as soon as reasonably practical to do so. ZONE 7 further agrees to furnish any plans for improvements to the SITE to the CITY for review and comments. ZONE 7 will maintain the SITE to the extent necessary for water management purposes. Repairs to water management facilities/structures, including the fence along Lake I (forming the boundary of the SITE), monitoring wells installed by ZONE 7, and SITE drainage facilities; remediation of ground subsidence; and vector control shall be the responsibility of ZONE 7. Such ZONE 7 responsibilities shall not relieve the CITY from its Liabilities as described in Section 10.

14. Property Taxes. Pursuant to California Revenue and Taxation Code section 107.6, notice is hereby given that CITY is responsible for any possessory interest taxes that may be imposed as a result of, or related to, this LICENSE.

15. Notice. Any demand or notice which either party shall be required, or may desire to make upon or give to the other shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail to the respective parties as follows:

ZONE 7: General Manager
Zone 7, Alameda County Flood Control
And Water Conservation District
100 North Canyons Parkway
Livermore, CA 94551

CITY: City Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94588
Copy to: Director of Community Services

Either party may, from time to time, designate any other address for this purpose by written notice to the other party, given with 10 business day notice.

16. <u>Miscellaneous</u>

a. This LICENSE constitutes the entire LICENSE and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this LICENSE must be in writing and executed by both parties.

b. If any provision of this LICENSE is invalid or unenforceable with respect to any party, the remainder of this LICENSE or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this LICENSE shall be valid and enforceable to the fullest extents permitted by law.

c. This LICENSE shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this LICENSE on the dates appearing below their respective authorized signatures.

ZONE 7:
Zone 7 of Alameda County Flood Control and Water Conservation District

By: ______________________
~~President~~ G. F. Duerig
Zone 7 ~~Board of Directors~~
General Manager

Date: 8/28/08

Approved as to Form
Amy Naamani
Zone 7 General Counsel

By: ______________________

CITY:
City of Pleasanton

By: ______________________
Nelson Fialho
Its: City Manager

Date: 8/27/08.

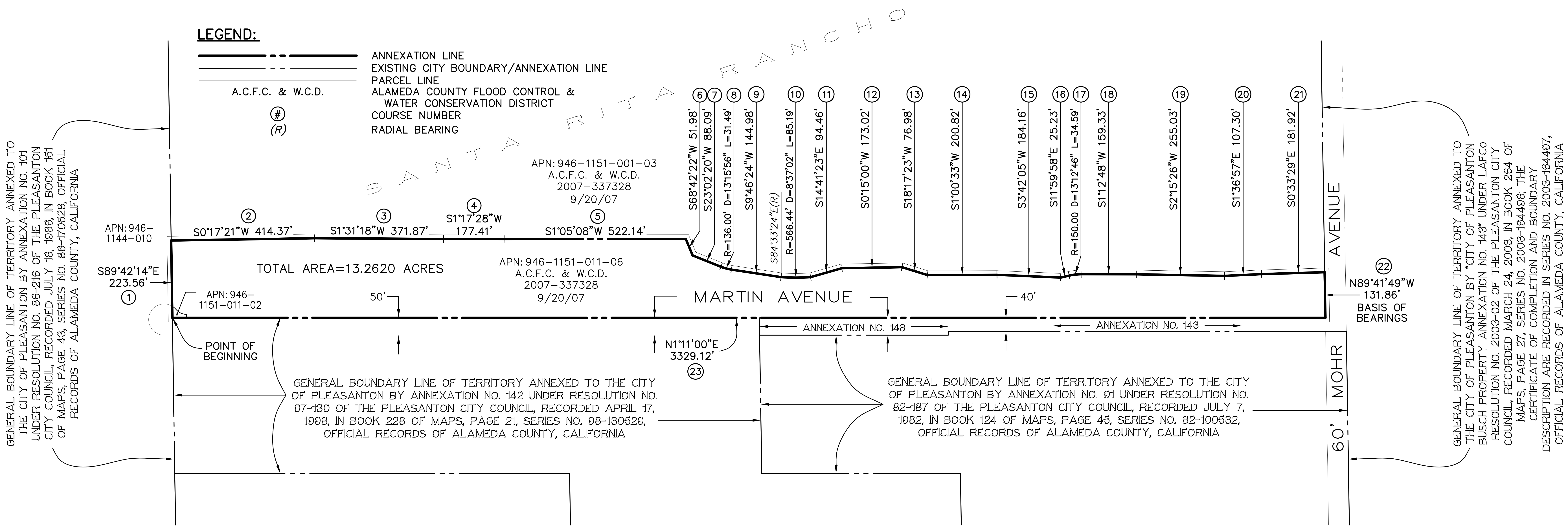
ATTEST:

____
Karen Diaz, City Clerk

APPROVED AS TO FORM:

Julie Harryman
for Michael H. Roush, City Attorney

W:\Real Property Services\LICENSES\Park & Rec License\Buffer Zone\Buffer Zone License - final.doc



NOTES

1) THE METHOD USED TO CALCULATE THE AREAS WAS BY TRAVERSE.
2) REFERENCES TO EXISTING CITY BOUNDARIES ARE PRIMARY CALLS. ANY BEARINGS AND DISTANCES SHOWN HEREON SHOULD BE CONSIDERED SECONDARY.
3) AS A DRAFTING CONVENTION, THE SMALL SEPARATIONS BETWEEN THE PORTIONS OF THE LINE WORK AROUND THE BOUNDARY OF THE PROPOSED ANNEXATION AND AREAS OUTSIDE THIS BOUNDARY, IF APPLICABLE, WERE PROVIDED TO ALLOW MULTIPLE DESCRIPTIONS TO BE PLACED ON WHAT WOULD OTHERWISE BE A SINGLE LINE. THESE LINES ARE TO BE CONSIDERED COINCIDENT EXCEPT WHERE NOTED.

THIS MAP IS FILED AT THE REQUEST OF THE CITY OF PLEASANTON AT _________

MINUTES PAST _______ __.M. ON THE ________ DAY OF ______________, 2008

IN BOOK ______ OF MAPS, AT PAGE(S) ________, SERIES NO. _______________;

THE CERTIFICATE OF COMPLETION AND BOUNDARY DESCRIPTION ARE RECORDED IN

SERIES NO. ______________ OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE

COUNTY RECORDER OF ALAMEDA COUNTY, CALIFORNIA.

PATRICK J. O'CONNELL
COUNTY RECORDER

BY: ______________________________
DEPUTY COUNTY RECORDER

BASIS OF BEARINGS

THE BEARING OF NORTH 89°41'49" WEST TAKEN ON THE NORTHERLY RIGHT-OF-WAY LINE OF MOHR AVENUE AS DESCRIBED IN THAT CERTAIN GRANT DEED TO ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, RECORDED ON SEPTEMBER 20, 2007, AS INSTRUMENT NUMBER 2007337328, OFFICIAL RECORDS OF ALAMEDA COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS USED ON THIS MAP.

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE LOCAL AGENCY FORMATION COMMISSION OF ALAMEDA COUNTY.

DANIEL WOLDESENBET, PH.D, P.E.
DIRECTOR OF PUBLIC WORKS

BY: ______________________________ DATE: __________
RUSSELL REID PENLAND, JR., PLS 5726
EXPIRES 12/31/09
COUNTY SURVEYOR

THIS MAP, WHEN FILED, WAS ACCOMPANIED BY A CERTIFICATE OF COMPLETION AND CERTIFIED COPY OF THE BOUNDARY DESCRIPTION DELINEATED HEREON, AS REQUIRED BY SECTION 57203 OF THE GOVERNMENT CODE.

BY: ______________________________
CRYSTAL HISHIDA GRAFF
LAFCo EXECUTIVE OFFICER

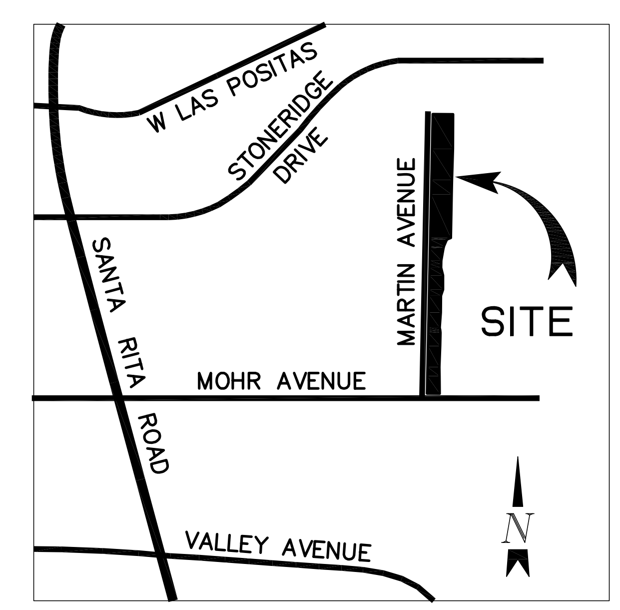
GENERAL BOUNDARY NOTE:

THE DIMENSIONS DEPICTING THE PERIMETER FOR THE ANNEXATION ARE BASED UPON THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 20, 2007 AS SERIES NO. 2007-337328, ALAMEDA COUNTY RECORDS.

PREPARED BY OR UNDER THE DIRECTION OF

________________________ ____________
KEVIN J. MARTIN, P.L.S. 8345 DATE
LICENSE EXPIRATION DATE: 12/31/09

LICENSED LAND SURVEYOR
KEVIN J. MARTIN
No. 8345
Exp. 12/31/09
STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 Phone (925) 249-6555
Pleasanton, California 94566 Fax (925) 249-6563

EXHIBIT "A"
LAKE I-BUFFER ZONE, ANNEXATION#____
TO THE CITY OF PLEASANTON
BY LAFCo RESOLUTION NO.____
ON ______

SCALE: 1"=200'	DATE: APRIL 2008 REVISION DATE: _________
JOB NO.: A07626-10	SHEET 1 OF 1 SHEETS

Z:\2007\A07626-10\survey\A07626-10_ANNEX.dwg 4/28/2008 2:00:50 PM PDT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO

Alameda County Flood Control and
Water Conservation District, Zone 7
100 N. Canyons Parkway
Livermore, CA 94551
Attention: Real Property Services

NO RECORDING FEE REQUIRED (GOVT. CODE §27383) SPACE ABOVE THIS LINE FOR RECORDER'S USE

LICENSE AGREEMENT FOR STORM DRAIN

THIS LICENSE AGREEMENT (hereinafter "License"), is made and entered into this ______ day of _______, 2013, by and between Zone 7 of Alameda County Flood Control and Water Conservation District, a body corporate and politic (hereinafter "Licensee") and the City of Pleasanton, a Municipal Corporation (hereinafter "Licensor").

RECITALS

A. Licensor does hereby grant unto Licensee a non-exclusive license to reconstruct, replace, use, inspect, maintain, repair, operate or remove a Storm Drain, including any and all appurtenances thereto, under, over, and across all that certain real property in the City of Pleasanton, County of Alameda, State of California, described and depicted in attached Exhibit "A", attached hereto and incorporated herein by reference ("License Area").

B. Licensor has street right of way in the License Area, known as Mohr Avenue (10 foot wide), and desires to grant a license to Licensee for the purpose of allowing Licensee to reconstruct, operate, maintain, repair or replace a Storm Drain system, and appurtenances thereto, upon the aforesaid License Area which shall be the sole responsibility of Licensee.

NOW, THEREFORE, BE IT MUTUALLY AGREED as follows:

1. This License shall not require payment of any rent to Licensor for the use of the License Area for the purposes for which it is permitted.

2. The term of this License shall be for twenty-five (25) years from the date of execution of this License with an option by Licensee to renew for additional periods of twenty-five (25) years upon written notice to Licensor. Licensee's obligations under Sections 3 (re Indemnification) shall survive the termination of this License.

3. Licensee agrees to indemnify and hold harmless Licensor from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the License by the Licensee or its agents

except when such injury, loss or damage as shall have been caused by the negligence or willful act of Licensor.

4. Licensee agrees that upon the completion of any of its work within Licensor's property, to restore the surface of the ground to the condition in which it was prior to the commencement of said work or as acceptable to Licensor. Licensee shall, at Licensee's sole cost, promptly repair any damage to Licensor's real and personal property, arising out of or in connection with Licensee's operation, maintenance, replacement, repair or removal of said Storm Drain and appurtenances.

5. Licensor reserves the right to convey rights to others so long as such License(s) do not conflict or interfere with Licensee's rights herein conveyed, but prior to making such a conveyance, Licensor will provide written notice to Licensee.

6. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect except by a subsequent modification in writing, signed by the party to be charged.

7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

LICENSOR

City of Pleasanton

____
Nelson Fialho, City Manager

ATTEST:

____
Karen Diaz, City Clerk

APPROVED AS TO FORM:

____
Jonathan Lowell, City Attorney

LICENSEE

Alameda County Flood Control & Water Conservation District, Zone 7

____
G. F. Duerig, General Manager

EXHIBIT "A"

DESCRIPTION FOR ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7 – LAKE I

STORM DRAIN TO BE ACQUIRED FROM CITY OF PLEASANTON

Map: RF 10123 — No. 70175
APN: Not Assigned — August 5, 2010

Land Description of a strip of land uniform in width of 10.00 feet situate in the City of Pleasanton, Alameda County, California, and being a portion of Mohr Avenue (County Road No. 7794) and being more particularly described as follows:

Commencing at the point on the south line of Mohr Avenue, same point being the northwest corner of Lot 28 as created by Subdivision Tract Map No. 8023 filed on March 18, 2010 in Book 305 of Maps, at Page 73 Official Records of said County; Thence along the north line of Lot 28, North 89° 26' 55" East – 10.00 feet for the Point of Beginning hereof; Thence across Mohr Avenue for the following three (3) courses: (1) North 00° 15' 55" East – 10.00 feet, (2) North 89° 26' 55" East – 87.81 feet, and (3) South 00° 15' 55" West – 10.00 feet to a point on the north line of Lot 29 as created by said Subdivision Tract Map No. 8023; Thence along said north line and the north line of said Lot 28, South 89° 26' 55" West – 87.96 feet to the Point of Beginning.

Containing 879 Square Feet of land area, more or less.

Prepared By:

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge L.S. 6441

4-13-2013
Date

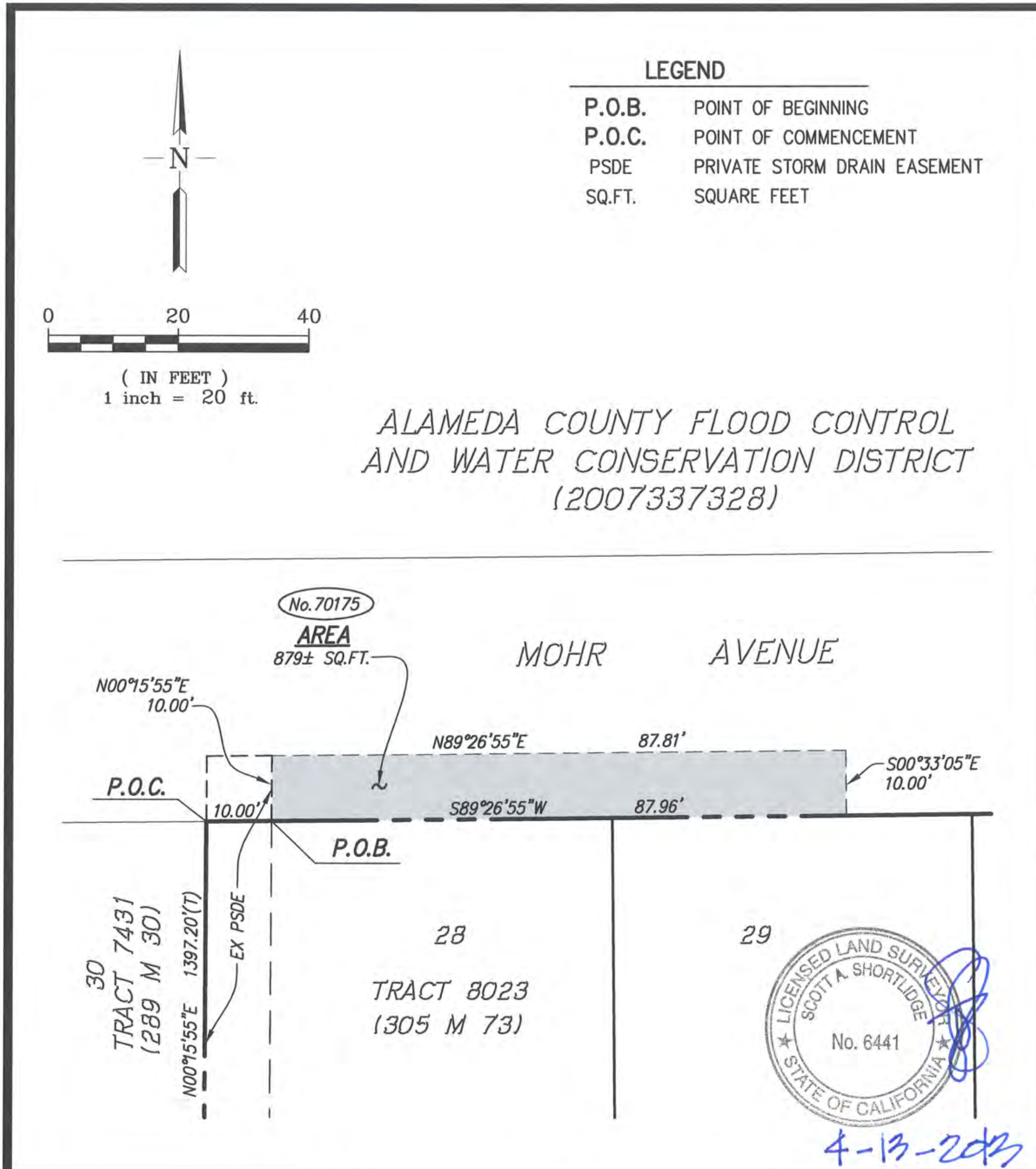


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EXHIBIT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
STORM DRAIN EASEMENT

CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=20'	5-21-2012	RF-10123

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7
100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

ORIGINATING SECTION: Groundwater Section
CONTACT: Colleen Winey/Matt Katen

AGENDA DATE: July 17, 2013 ITEM NO. **6d**

SUBJECT: Agreement with Vulcan Materials Company to Extend a Discharge Pipeline into Cope Lake

SUMMARY:

- Vulcan Materials Company (Vulcan) has been discharging groundwater generated from their gravel mining and processing operations to the Arroyo Mocho under a National Pollutant Discharge Elimination System (NPDES) permit for many years.
- Capturing Vulcan's discharges in the Chain-of-Lakes (COL) would reduce groundwater losses from the Basin while at the same time reducing Vulcan's NPDES permit compliance expense.
- Zone 7 and Vulcan entered into an agreement on December 2, 2011 (Discharge Agreement) allowing for the capture of Vulcan's discharge water in the Chain-of-Lakes.
- Vulcan has submitted a Report of Waste Discharge (ROWD) to the Regional Water Quality Control Board (RWQCB) satisfying the RWQCB's requirements for the proposed discharge location.
- To implement this water conservation measure, Vulcan's discharge pipeline needs to be extended to Zone 7's Cope Lake.
- Because the project benefits both Zone 7 and Vulcan, our respective staffs propose that the two entities share the construction costs such that Vulcan constructs the pipeline extension and Zone 7 pays them for the portion constructed on Zone 7 property. The estimated cost for Zone 7's portion is $50,000.
- A draft agreement for the construction of the pipeline extension to Cope Lake by Vulcan, and for the payment of Zone 7's share, has been prepared for Zone 7 Board consideration.
- A Mitigated Negative Declaration (MND) and associated Mitigation Monitoring and Reporting Plan (MMRP), which included the Vulcan discharge pipeline construction project, were adopted by the Zone 7 Board on February 15, 2012.

FUNDING:
Funding for this project is budgeted and available from Fund 120– Renewal and Replacement / System-Wide Improvements (70%) and Fund 130 – Expansion (30%).

RECOMMENDED ACTION:
Adopt attached Resolution authorizing the General Manager to negotiate and execute an agreement with Vulcan Materials Company for the construction of the discharge pipeline extension in an amount not to exceed of $50,000 and amend the agreement to issue change orders as and when needed in an amount not-to-exceed $5,000 (10% of contract amount).

ATTACHMENTS:

1. Memo providing additional background and discussion of agenda item
2. Zone 7 Board Resolution
3. Draft Agreement Between Zone 7 Water Agency and Vulcan Materials Company

Interoffice Memo

Date: July 17, 2013
To: Jill Duerig, General Manager
From: Colleen Winey, Assistant Geologist, Groundwater Section
Matt Katen, Principal Geologist, Groundwater Section
Subject: Agreement with Vulcan Materials Company to Extend a Discharge Pipeline into Cope Lake.

The following provides additional background and discussion of the above-referenced agenda item.

BACKGROUND:

As part of their mining operations, Vulcan Materials Company (Vulcan) is permitted to discharge up to 9.75 million gallons per day (mgd) of water generated during mining into the Arroyo Mocho under a National Pollutant Discharge Elimination System (NPDES) permit issued by the Regional Water Quality Control Board (RWQCB). This water is groundwater that is pumped from Vulcan's quarry pits in order for them to economically extract aggregate materials from the quarries. The pumped groundwater is routed to one or more settling ponds for clarification before it is discharged to the arroyo. A small portion of the water is used onsite to wash the mined aggregate, and then recombined with the remaining pumped groundwater in one of the settling ponds.

Vulcan's current discharge point into the Arroyo Mocho is just southeast of Cope Lake. At this point along the arroyo, almost all of the water discharged will flow out of the basin; only a small portion will percolate through the channel bottom and recharge the underlying aquifers. Recovering and recharging more of the discharged water would be beneficial to Zone 7 and the public. Over the last two years alone, nearly 1,140 million gallons (3,500 acre-feet) of groundwater losses have been attributed to Vulcan's discharge.

On December 2, 2011, Zone 7 and Vulcan entered into an agreement (Discharge Agreement) that allows Vulcan to discharge into the Chain-of-Lakes (COL) and allows Zone 7 to accept the water. There is no guarantee for Vulcan to provide water and no guarantee for Zone 7 to accept the water. Turning off the discharge into the COL can be requested at any time, without reason, by either party. The Discharge Agreement requires Vulcan to acquire any permits required for the water discharge from the RWQCB and to comply with all RWQCB permit requirements including sampling and reporting. Vulcan filed a Report of Waste Discharge (ROWD), an application for a Waste Discharge Requirement (WDR) permit, with the RWQCB on June 10, 2011 and has been complying with all the proposed sampling and reporting requirements ever since.

According to the Discharge Agreement, Zone 7 is responsible for any required CEQA documentation. A Mitigated Negative Declaration (MND) was generated for several near-term construction projects at Cope Lake including the construction of the discharge pipeline extension. This document was adopted by the Zone 7 Board on February 15, 2012.

DISCUSSION:

The Discharge Agreement was designed to be flexible and allow for the Vulcan discharge to be accepted into any of the lakes in the COL that are owned by Zone 7. Ultimately, the groundwater basin is best served by routing the captured discharge to Lake H and then to Lake I for subsequent recharge into the groundwater basin. However, because Zone 7 does not yet have the adjacent Lake H (we anticipate receiving it in 2014), and the cost of running the discharge pipeline all the way to Lake I cannot be justified given the short time until we receive Lake H, staff has recommended that we initially extend the discharge pipeline to Cope Lake to capture as much of the mining discharge water as we can in Cope Lake in the interim. Then when Lake H is granted to Zone 7 in 2014, the pipeline can be extended the short additional distance to Lake H. Once in Lake H, the water flows by gravity to Lake I through an existing conduit that connects the two lakes. Staff is also looking into a siphon design that could transfer water from Cope Lake into Lake I through the existing tunnel that runs under the haul road between the two lakes should the transfer of Lake H be delayed.

Vulcan and Zone 7 staffs collaborated on the proposed pipeline design and alignment, which is shown in the attached Figure 1. The pipeline will be installed mostly above ground teeing off of Vulcan's existing discharge line located southeast of Cope Lake, running along the east side of the Arroyo Mocho to about mid-Cope Lake, then turn and cross the Arroyo Mocho and terminate about 50 feet offshore in the northeast corner of the southeast cell of Cope Lake. The pipeline will cross the arroyo aerially above the 100-year flood elevation and be buried where it crosses Zone 7's Cope Lake maintenance road. The pipeline will be constructed mostly of 22-inch HDPE except the portion that spans the Arroyo Mocho; it will be constructed of 22-inch Schedule 30 steel pipe and with concrete footings located on the top of each bank, out of the floodway. The appropriate fittings will be installed to facilitate a future extension of the pipeline to Lake H. The pipe trench across the existing maintenance road will be backfilled in a way that will support the typical vehicular traffic as well as heavy equipment that may be needed for future facility maintenance or construction. The discharge end of the pipeline will be extended offshore into Cope Lake in a way that will ensure that the discharge water will not cause any erosion of the lake's slopes.

A biological assessment (BA) was conducted as part of the recent Cope Lake slope repair project completed earlier this year in the same general area. The BA, which included protocol level surveys for California red legged frogs (CRLF), found no special status species in the construction areas. Additional pre-construction biological surveys will be conducted as required by the adopted MND and associated Mitigation Monitoring and Reporting Plan (MMRP). Because a small portion of this project will be adjacent to the arroyo, a silt fence will be installed to prevent any construction debris from entering the creek as well as keeping any amphibians from entering the construction site.

Because this discharge capture project benefits both Zone 7 and Vulcan, the responsibilities and costs are being shared by the two parties. Vulcan prepared the initial pipeline extension design to ensure that it is compatible with their existing system, while Zone 7 staff made sure that it is compatible with Zone 7's current and future COL operations and maintenance. Zone 7 is also responsible for making sure that all of the requirements of the MMRP are met for the construction project on Zone 7 property. As provided in the Discharge Agreement, the cost of construction will be split between the two parties based on the portions to be constructed on each respective property. The Discharge Agreement also allows Vulcan to construct Zone 7's portion under a separate pipeline agreement if both parties should choose. Staff recommends entering into such a pipeline agreement, and believes this action to be the most efficient and cost-effective alternative.

The final costs and terms of cost sharing are still being negotiated, but the cost to Zone 7 has been estimated at $50,000 by staff. Subsequent to execution of the agreement, Vulcan will immediately order the required materials and begin construction preparations for the project according to design drawings approved by Zone 7 staff.

Funding for this project is budgeted and available from Fund 120– Renewal and Replacement / System-Wide Improvements (70%) and Fund 130 – Expansion (30%). Staff recommends that the Board authorize the General Manager to negotiate and execute the agreement.

ZONE 7 WATER AGENCY 100 North Canyons Parkway, Livermore, CA	DRAWN: C. Wihey	PROPOSED PIPELINE ROUTE VULCAN DISCHARGE TO COPE LAKE SOUTH EAST CELL	Scale: 1" = 150'
	REVIEWED: M. Katen		Date: 7/11/2013
	E:\Chain of Lakes\MapInfo Workspaces\VulcanDischargeSelectedRoute.mxd		FIGURE 1

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS

RESOLUTION NO.

INTRODUCED BY
SECONDED BY

Agreement with Vulcan Materials Company to
Extend a Discharge Pipeline into Cope Lake

WHEREAS, Zone 7 has entered into an agreement with Vulcan Materials Company (Vulcan) allowing for the Vulcan discharge water to be captured in the Chain-of-Lakes (Discharge Agreement, December 2, 2012); and

WHEREAS, it would be beneficial for the Livermore-Amador Groundwater Basin to store and re-percolate this water back into the groundwater basin utilizing the Chain-of-Lakes; and

WHEREAS, Cope Lake is currently owned by Zone 7 and has available capacity to store this water; and

WHEREAS, Vulcan's discharge pipeline, which currently discharges to Arroyo Mocho, will need to be extended to convey this water to the Chain-of-Lakes; and

WHEREAS, A Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Plan, which included the Vulcan discharge pipeline extension, were adopted by the Zone 7 Board on February 15, 2012.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby authorize the General Manager to negotiate and execute an agreement with Vulcan Materials Company for a not-to-exceed amount of $50,000 for the construction of a pipeline to convey Vulcan's discharge water into Cope Lake; and

BE IT FURTHER RESOLVED that the General Manager is authorized to amend the agreement to issue change orders as and when needed in an amount not-to-exceed $5,000.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on July 17, 2013.

By: ______________________________
President, Board of Directors

DISCHARGE PIPELINE EXTENSION AGREEMENT

This Discharge Pipeline Extension Agreement (the “Agreement”) is made this _______ day of __________________ 2013 (the “Effective Date”) by and between ZONE 7 OF THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a public entity organized under the laws of the State of California (hereinafter “Zone 7”) and CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WEST REGION (hereinafter “Vulcan”). Zone 7 and Vulcan are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.” This Agreement is entered into with reference to the following facts and circumstances:

RECITALS

A. Zone 7 and Vulcan are parties to that certain Vulcan Water Discharge Agreement dated December 2, 2011 (the “Discharge Agreement”). All terms not defined herein shall have the meanings identified in the Discharge Agreement.

B. Pursuant to Section 1.3.1 of the Discharge Agreement, Zone 7 has elected to have, and Vulcan has agreed to provide, services to extend the Discharge Pipeline into Cope Lake (the “Work”) at the location set forth in Exhibit A (the “Discharge Agreement”).

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

1. Discharge Agreement. The Discharge Agreement is referenced and incorporated herein in its entirety (Exhibit A).

2. Scope of Work. Vulcan shall furnish all labor and materials to construct and complete the Work as indicated in Exhibit “B” (Scope of Work), attached and incorporated herein.

3. Time of Completion. Vulcan agrees to perform and complete the Work in a prompt and diligent manner.

4. Contract Price. Zone 7 agrees to pay Vulcan for the performance of the Work, the sum set forth in Exhibit B, subject to additions and deductions for changes in the Work (the “Contract Price”).

5. Payment Schedule. Vulcan shall submit invoices on a monthly basis. Zone 7 agrees to pay Vulcan within thirty (30) days from the date of invoice for work performed.

6. Changes in the Work. Any change in the Work indicated in Exhibit B shall be agreed to in writing and signed by both Parties before the change occurs.

7. **Control of Work.** Vulcan is an independent entity with exclusive control of the manner and means of performing any work in accordance with the requirements of this Agreement. Vulcan shall not interfere with ZONE 7's ongoing operations or construction work, or vice versa. Both parties agree to coordinate work with each other.

8. **Inspections and Material Testing.** During the term of the Work, Zone 7 shall have the right to inspect the Work, the materials used in the Work, and the Work areas for workmanship quality and compliance with the provisions of this agreement. Any materials testing or compaction testing shall be made at Zone 7's sole cost and expense.

9. **Compliance With All Laws and Safety Practices**. Vulcan shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes affecting or relating to this Agreement or the performance of the Work, including but not limited to those with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices, stormwater pollution prevention and environmental protection consistent with the adopted Mitigated Negative Declaration and Mitigated Monitoring and Reporting Plan.

10. **Contamination by Contractor**. Vulcan shall not allow any hazardous, or toxic substances, flammable materials, explosives, radioactive materials, hazardous wastes, or related materials ("Hazardous Materials") to be brought, used or stored on the Site, except petroleum-based fuels and lubricants and other materials which are customarily used or required in the performance of the Work. If Vulcan or any of its subcontractors require the use of Hazardous Materials at the Site, such substances shall only be used: (a) in accordance with all applicable laws and regulations; and (b) in such a manner as to prevent the contamination of the Site or any adjacent property.

For the purpose of this Contract, Hazardous Materials shall include, but shall not be limited to, substances defined as hazardous substances, hazardous materials, or toxic substances under State or Federal laws or regulation. Without limiting the foregoing, any other provisions of this Agreement, or Zone 7's remedies, should any spillage or other contamination of the Site or any adjacent property occur as a result of Vulcan's operations, Vulcan shall, at its sole cost and expense, immediately remove and/or clean up such contamination in accordance with all Federal, State, and Local Laws and Regulations.

11. **Indemnification**. The provisions of Section 2, Indemnity, of the Discharge Agreement are hereby incorporated herein.

12. **Insurance**. Vulcan shall comply with all requirements of Exhibit C, which is attached and made a part of this Agreement.

13. **Warranty.** Vulcan warrants that all materials provided by Vulcan will be free of defect and that all work shall be completed in a good workmanlike manner and in compliance with all building codes and other applicable laws.

14. Construction Permits. The Parties responsibilities as to application and permitting requirements for the Zone 7 Pipeline are as indicated in the Discharge Agreement.

15. Encroachment Permit. Zone 7 agrees to execute an encroachment permit within 30 days of this agreement for the Work that Vulcan will be conducting on Zone 7 property.

16. Clean-up. Vulcan agrees to remove all project construction debris and leave the premises in pre-project conditions.

17. Delay. Vulcan shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

18. Attorneys' Fees. The prevailing party in any action or proceeding to enforce or interpret this Agreement or otherwise arising out of or in connection with the subject matter hereof (including, but not limited to, any suit, arbitration, entry of judgment, post-judgment motion or enforcement, appeal, bankruptcy litigation, attachment or levy) shall be entitled to recover its costs and expenses, including, but not limited to, attorneys' and experts' fees and costs.

19. Entire Agreement. This Agreement, together with any exhibits herein referenced and attached, represent the entire agreement between Zone 7 and Vulcan and supersedes any prior oral or written agreements or representations.

20. Choice of Law. The performance of this Agreement and all of its terms and conditions shall be interpreted and governed by the laws of the State of California.

21. No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

22. Severability. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. Modifications. No amendment, modification or supplement to this Agreement shall be binding unless in writing and duly executed by each of the Parties hereto.

24. Interpretation. Paragraph headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. As used herein, unless the context of this Agreement clearly requires otherwise; (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa); (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific paragraph or section; (c) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" (d) "or" is not exclusive: and (e) "shall," "will" and "must" are mandatory and "may" is permissive. The parties have jointly participated in the negotiation and drafting of this Agreement, and this Agreement shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the party who drafted a particular provision of this Agreement.

25. Notices. All notice and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) when transmitted by electronic mail, telecopier or facsimile device during normal business hours, provided such devise is capable of generating a written confirmation of such transmission and receipt and an original is deposited in first class mail within two (2) business days thereafter addressed as set forth below; (c) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (d) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid and return receipt requested, addressed to the parties as set forth below. Any party may change its address for notices by giving written notice to the other parties in the manner set forth above.

If to Zone 7:

Primary Contact:	Jarnail Chahal, Engineering Manager Alameda County Flood Control and Water Conservation District, Zone 7 100 North Canyons Parkway Livermore, CA 94551 Tel: (925) 454-5027 Fax: (925) 454-5724 Email: jchahal@zone7water.com
With Copy to:	Alameda County Flood Control and Water Conservation District, Zone 7 Livermore, CA 94551 Attn: General Manager Tel: (925) 454-5000 Fax: (925) 454-5724 Email: jduerig@zone7water.com
Operations/Emer. Contact	Normal Work Hours – Colleen Winey Alameda County Flood Control and Water Conservation District, Zone 7 100 North Canyons Parkway Livermore, CA 94551 Tel: (925) 454-5063 Fax: (925) 454-5724 Email: cwiney@zone7water.com

After Hours – Del Valle Water Treatment Plant Operator
Tel: (925) 447-6704
Fax: (925) 447-4517
E-Mail: SpillNotice@zone7water.com

If to Vulcan:

Primary Contact; Operations/Emer. Contact:	Plant Manager Vulcan Materials Company, West Region 50 El Charro Road Pleasanton, CA 94588 Tel.: (559) 217-6268 Fax: (925) 249-3060 Email: mayerb@vmcmail.com
With Copy to:	Vulcan Materials Company 500 North Brand Blvd. Suite 500 Glendale, CA 91203 Attn; Brian W. Ferris, Esq. Tel: (818) 553-8813 Fax: (818) 553-2742 Email: ferrisb@vmcmail.com

26. **Counting Days.** All references in this Agreement to "days" shall mean calendar days unless expressly referred to as "business days." If the day for performance of any obligation under this Agreement is a Saturday, Sunday or legal holiday, then the time for performance of that obligation shall be extended to the first following day that is not a Saturday, Sunday or legal holiday.

27. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute a single instrument.

28. **Authority.** Each individual executing this Agreement on behalf of the corporation, agency or other entity represents and warrants that: (i) he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with its governing documents; (ii) this Agreement is binding upon such entity in accordance with its terms; and (iii) such party is a duly organized and legally existing entity in good standing in the State of California.

IN WITNESS WHEREOF, Zone 7 and Vulcan have executed this Agreement effective as of the Effective Date.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

By:________________________________

Name:______________________________

Its:________________________________

Date:_______________________________

CALMAT CO., a Delaware corporation dba VULCAN MATERIALS COMPANY, WEST REGION

By:________________________________

Name:______________________________

Its:________________________________

Date:_______________________________

EXHIBIT “A”
DISCHARGE AGREEMENT

A12-54-VUL

VULCAN WATER DISCHARGE AGREEMENT

THIS VULCAN WATER DISCHARGE AGREEMENT ("Agreement"), dated for reference purposes as of December 2, 2011, and effective as of the Effective Date (as defined in **Section 3** below), is entered into by and between ZONE 7 OF THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a public entity organized under the laws of the State of California ("Zone 7"), and CALMAT CO., a Delaware corporation, d/b/a VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan"). Zone 7 and Vulcan are sometimes hereinafter referred to individually as a "party" and collectively as the "parties." This Agreement is entered into with reference to the following facts and circumstances:

RECITALS

A. Zone 7 manages the groundwater basin in the Livermore-Amador Valley area of Alameda County (the "County"), California.

B. The County's Specific Plan for Livermore-Amador Valley Quarry Area Reclamation (the "Specific Plan") provides for the creation of a future "Chain of Lakes" within reclaimed quarry areas located in the Livermore-Amador Valley for purposes of water management, to be owned and operated by Zone 7.

C. Pursuant to Alameda County Surface Mining Permit 16 and related entitlements (collectively, and together with any and all amendments thereto, "SMP-16"), Vulcan conducts aggregate mining and processing operations on approximately 1,059 acres located south of Interstate 580 along El Charro Road between the cities of Pleasanton and Livermore in the Livermore-Amador Valley (the "Vulcan Lands"). SMP-16 expires December 31, 2030.

D. In connection with its operations pursuant to SMP-16, and pursuant to the California Regional Water Quality Control Board, San Francisco Bay Region's Order No. R2 2008-0011; NPDES [National Pollutant Discharge Elimination System] Permit No. CAG982001 (General Waste Discharge Requirements for Discharges of Process Wastewaters from Aggregate Mining, Sand Washing, and Sand Offloading Facilities to Surface Waters) (as may be amended, supplemented or superseded from time to time, the "NPDES Permit"), Vulcan discharges or may discharge water from time to time into the Arroyo Mocho (each an "NPDES Discharge") in the vicinity of its facilities and at or near the discharge point on the Vulcan Lands indicated on **Exhibit A** attached hereto and incorporated herein by this reference (the "NPDES Discharge Point").

E. Zone 7 is presently the owner and manager of Lake I and the adjacent Cope Lake, both generally depicted on attached **Exhibit A**. Zone 7 may hereafter own, operate or lease other nearby lakes such as Lake H and other lakes designated and comprising part of the Chain of Lakes in the future. Lake I, Cope Lake, Lake H and such other lakes, together with any surrounding areas owned, operated or leased at any time by Zone 7, are hereinafter referred to collectively as the "Lakes." Lake I is anticipated to be the major connection to the groundwater basin because of its significant recharge capability, although all of the Lakes are anticipated to be hydraulically connected and managed as a unit by Zone 7.

F. Zone 7 has requested that, in lieu of NPDES Discharges, Vulcan divert and discharge, to the greatest feasible extent, such water into Lake I or one of the nearby Lakes for purposes of groundwater recharge and other potential uses by Zone 7, by way of a new pipeline to be generally located between the NPDES Discharge Point and Lake I or one of the nearby Lakes, subject to the suspension and termination of such discharges at any time by either party and the terms and conditions of this Agreement.

G. Vulcan is willing to divert and discharge such water into Lake I or one of the nearby Lakes by means of such a pipeline, subject to the terms and conditions of this Agreement.

H. Vulcan and Zone 7 are completely separate operational and business enterprises and transferring waters between the two entities may require more monitoring and permitting than moving water within a single operational entity.

I. Zone 7 has determined environmental impacts and appropriate mitigation for storing and recharging water in its future Chain of Lakes area (including Cope Lake) as part of its Master Environmental Impact Report ("MEIR") for the Stream Management Master Plan ("SMMP"), completed in 2006. Zone 7 is presently developing details for the proposed project subject of this Agreement (the "Project"), which generally will entail the installation of a connection from Vulcan's existing NPDES Discharge Point into the Lakes owned, operated or leased by Zone 7 and the discharge of water through such connection. Before any approval of the Project, Zone 7, as lead agency, will complete any and all necessary review under the California Environmental Quality Act (CEQA), which might include consideration and adoption of a Mitigated Negative Declaration that will tier off the MEIR for the SMMP (hereinafter, "Zone 7 CEQA Review").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations set forth in this Agreement, Zone 7 and Vulcan hereby agree as follows:

AGREEMENT

1. Water Discharges into Lake I and Other Lakes.

1.1 RWQCB Discharge Permits. As soon as practical and subject to **Section 1.2**, Vulcan, at its cost, shall make application to, and thereafter use its good faith best efforts to obtain from, the California Regional Water Quality Control Board, San Francisco Bay Region ("RWQCB"), any permits, orders, approvals, waivers, certifications and requirements, including any Waste Discharge Requirements (collectively, and as may be amended from time to time during the Term upon prior notice to Zone 7, the "RWQCB Discharge Permits" or "WDRs") as may be reasonably necessary or appropriate to permit and allow, in lieu of NPDES Discharges and to the greatest feasible extent, the discharge of water by Vulcan from its facilities operated pursuant to SMP-16 to and into Lake I or, to the extent allowed under the WDRs, one of the nearby Lakes (collectively, "Vulcan Discharges") by way of the Vulcan Discharge System (as defined in **Section 1.3.1**). At any time following RWQCB's initial issuance of the WDRs, Zone 7 may elect to have Vulcan make application(s) to RWQCB, at Zone 7's cost (of preparation, application and processing), to either amend such WDRs or obtain separate WDRs to permit and allow the discharge of water by Vulcan to and into any Lakes not included in the initial WDRs.

1.2 Zone 7 Consent and Cooperation. Zone 7 hereby consents to the Vulcan Discharges pursuant and subject to this Agreement, with no fees or charges payable by Vulcan to Zone 7 for or in connection with any Vulcan Discharges, and Zone 7 agrees to cooperate in the effectuation of the Vulcan Discharges hereunder. Not less than fifteen (15) business days prior to submitting any application for any RWQCB Discharge Permit pursuant to **Section 1.1**, Vulcan shall provide to Zone 7 a copy of the proposed application for Zone 7's review and written approval, which shall not be unreasonably withheld, delayed or conditioned. Zone 7 shall notify Vulcan in writing of its approval of, or any objections or suggested revisions to, any such application within ten (10) business days after its receipt thereof, and shall be deemed to have approved such application if it has not provided any such notice to Vulcan within such time period. In the event that Zone 7 so notifies Vulcan of any objections to any such application, or if Vulcan disagrees with any revisions so suggested by Zone 7, the parties shall promptly meet and confer and otherwise use good faith best efforts to resolve any such objections or disagreement as expeditiously as possible. If required by RWQCB, or otherwise upon Vulcan's reasonable request, Zone 7 shall join in and execute any such application and otherwise cooperate in the processing of such application. Notwithstanding that such application may be submitted to or processed by RWQCB prior to completion of the Zone 7 CEQA Review, the parties acknowledge and agree that, notwithstanding any provision in this Agreement to the contrary, the installation and operation of the Vulcan Discharge System (as defined in **Section 1.3.1**) is conditioned upon and subject to prior completion of the Zone 7 CEQA Review.

1.3 Vulcan Discharge System.

1.3.1 Approval, Installation and Ownership. As soon as practical, Zone 7, at its sole cost and expense, shall: (a) complete the Zone 7 CEQA Review and consider the Project for Zone 7 approval, subject to any conditions of approval reasonably acceptable to both parties; (b) make application to, and thereafter use its good faith best efforts to obtain, if necessary, from the County and/or any other agency with jurisdiction (other than RWQCB) any and all necessary permits, approvals (subject to any conditions of approval reasonably acceptable to both parties) and certifications necessary for the construction and installation of a pipeline and appurtenant facilities sufficient to accommodate the Vulcan Discharges (the "Zone 7 Pipeline"); and (c) thereafter construct and install, or cause to be constructed and installed, the approved Zone 7 Pipeline. The route for the Zone 7 Pipeline (the "Pipeline Route") shall traverse Zone 7 Lands and/or Zone 7 Rights of Way (as defined in **Section 1.3.3**) and be generally located between the westernmost point of the Vulcan Connector (as defined below) and Lake I or one of the nearby Lakes, as reasonably determined by Zone 7. At the election of Zone 7, and subject to the written agreement of Vulcan in its sole and absolute discretion with such performance, payment and other terms and conditions mutually acceptable to Zone 7 and Vulcan, Vulcan may serve as an independent contractor of Zone 7 to construct and install the Zone 7 Pipeline ("Independent Contractor Agreement"). At all times, the Zone 7 Pipeline shall be and remain the sole and exclusive property of Zone 7. In coordination with installation of the Zone 7 Pipeline, Vulcan may construct and install, in the vicinity of the NPDES Discharge Point and to the west of the Arroyo Mocho, any and all facilities necessary or appropriate to effectuate a connection to the Zone 7 Pipeline sufficient to accommodate the flow of discharge water from Vulcan's facilities into the Zone 7 Pipeline (the "Vulcan Connector"). At all times, the Vulcan Connector shall be and remain the sole and exclusive property of Vulcan. Upon the expiration or termination of the Term (as defined in **Section 3**), either party may disconnect the Zone 7

Pipeline from the Vulcan Connector. Vulcan, at its sole cost and expense, shall install on the Vulcan Lands one or more electric pumps to facilitate the Vulcan Discharges (the "Vulcan Pump"). The Zone 7 Pipeline, the Vulcan Connector and the Vulcan Pump are herein referred to collectively as the "Vulcan Discharge System."

1.3.2 Operation and Maintenance. Subject to the provisions of this paragraph, and notwithstanding the first sentence of **Section 1.4**, Zone 7, at its sole cost and expense, shall operate, maintain, repair, relocate, remove and replace the Zone 7 Pipeline as may be necessary during the Term. Any Independent Contractor Agreement may also provide that Vulcan would perform such services for Zone 7. Subject to the provisions of this paragraph and the provisions of any Independent Contractor Agreement, Vulcan, at its sole cost and expense, shall operate, maintain, repair, relocate, remove and replace the Vulcan Connector and the Vulcan Pump as may be necessary during the Term. The parties acknowledge and agree that the Vulcan Discharge System will be a complex system comprised of multiple interconnected parts that could be easily damaged or destroyed by improper or uncoordinated operation, and therefore only employees, contractors and agents of Vulcan shall be authorized to start up and shut off the Vulcan Discharge System. Notwithstanding the preceding provisions of this paragraph to the contrary, a party shall be solely responsible for the full cost and expense of any repairs or replacement of any part of the Vulcan Discharge System and/or any other facilities to the extent occasioned by the gross negligence or willful misconduct of that party or any employee, agent or contractor of that party. Vulcan may operate the Vulcan Pumps outside of normal business hours and on weekends provided that its "Operations/Emergency Contact" as defined under **Section 1.5** shall be available to Zone 7 to contact in the event of emergencies. The start-up and shut-off of the Vulcan Discharge System shall be subject to the notice and other provisions of **Section 1.5**.

1.3.3 Rights of Way. The parties enter into this Agreement based upon the understanding that the Pipeline Route shall be situated entirely or primarily upon property owned or controlled by Zone 7 ("Zone 7 Lands"). If and to the extent any portion of the Pipeline Route, at any time, is not situated entirely upon Zone 7 Lands, Zone 7 shall be responsible, at its sole cost and expense, for securing from any third parties any and all necessary and appropriate easements, licenses and/or rights of way and entry upon, over, across, under, along and through the Pipeline Route sufficient to permit and allow the construction, installation, use, maintenance, repair, relocation, removal and replacement of the Zone 7 Pipeline in accordance with this Agreement ("Zone 7 Rights of Way"). Zone 7 hereby grants to Vulcan, for use during the Term by Vulcan and its employees, agents, contractors, consultants, representatives and designees, a license and right of entry for vehicles, equipment and personnel, upon, over, across, under, along and through the Pipeline Route, the Zone 7 Rights of Way, Lake I, the other Lakes and any other Zone 7 Lands to the extent necessary or appropriate for the Vulcan Discharges, compliance with the RWQCB Permits (including any and all necessary and appropriate monitoring, sampling and testing related thereto, whether at the point of discharge into Lake I or elsewhere, and including boat access), compliance with this Agreement, or under any Independent Contractor Agreement.

1.3.4 Entry and Inspection. During the Term, Zone 7 shall have the right, subject to the provisions of this paragraph, to enter upon any and all portions of the Vulcan Discharge System to inspect the same and monitor discharge volumes and rates. Zone 7 shall provide Vulcan with at least three (3) business days prior written notice before any such entry upon any portion of the Vulcan Discharge System situated upon any Vulcan Lands. As a further condition to any such entry upon any Vulcan Lands, Zone 7 and its agents and contractors shall comply with all safety policies, practices and procedures established from time to time by Federal and California OSHA, MSHA and Vulcan, including without limitation checking in at Vulcan's plant office at the time of such entry, receiving and complying with all safety training and instructions provided by Vulcan, and wearing appropriate safety apparel provided or approved by Vulcan.

1.4 Compliance, Reporting, and Water Condition. Vulcan, at its sole cost and expense, shall comply during the Term with the RWQCB Discharge Permits, including any and all testing and reporting requirements thereunder. Vulcan shall provide Zone 7 with copies of any and all such tests performed at and flow logs and other reports generated regarding the Vulcan Discharge System and submitted to RWQCB or otherwise prepared by or on behalf of Vulcan at any time during the Term pursuant or with respect to the NPDES Permit or the RWQCB Permits. Zone 7 acknowledges and agrees that it has undertaken its own independent investigation and has adequate and complete knowledge of the range of volumes and amounts, and the physical composition and condition, of the Vulcan Discharges and Zone 7 is accepting all Vulcan Discharges in their "AS IS" volume, amount, composition and condition, subject to Vulcan's compliance with the RWQCB Discharge Permits and subject to **Section 1.5**. Without limiting the preceding provisions of this paragraph, Zone 7 acknowledges that, notwithstanding Vulcan's compliance with the RWQCB Discharge Permits, the Vulcan Discharges may contain silt and other particulate or suspended matter, and/or other substances or materials that may degrade or otherwise affect the quality of water comprising the Vulcan Discharges. Subject to Vulcan's compliance with the RWQCB Discharge Permits, Vulcan does not make, and hereby disclaims, any representation or warranty whatsoever, express or implied, regarding the volume, frequency, duration, amount, composition, condition or any other aspect of the Vulcan Discharges or the fitness or suitability of such water for any particular use or purpose.

1.5 Timing, Volume and Suspension of Vulcan Discharges. The parties acknowledge and agree that the Vulcan Discharges may be made from time to time by Vulcan at any time during the Term following the construction and installation of the Vulcan Discharge System, that any Vulcan Discharges may be sporadic (due to both foreseen and unforeseen conditions), and that there shall be no particular frequency or duration of any Vulcan Discharges. Subject to this paragraph, but notwithstanding any other provision herein to the contrary, (a) any Vulcan Discharges shall be in Vulcan's sole and absolute discretion and Vulcan shall have no obligation at any time to put, convey or discharge any minimum, maximum or particular volume or amount of water into or through the Vulcan Discharge System or into Lake I, if at all; and (b) Zone 7 does not guaranty to Vulcan any particular volume or amount of Vulcan Discharges. Prior to making the initial Vulcan Discharge hereunder, Vulcan shall provide telephonic or written (including electronic mail) notice thereof to the Primary Contact for Zone 7. Subject to any Zone 7 Suspension (as defined below), no notice need be provided by Vulcan to Zone 7 before making any Vulcan Discharges subsequent to the initial Vulcan Discharge or terminating any Vulcan Discharges. Following the construction and installation of the Vulcan Discharge System, Zone 7 may, from time to time during the Term, temporarily suspend Vulcan's right to make Vulcan Discharges hereunder, with or without cause (each a "Zone 7 Suspension"), effective upon not less than forty-eight (48) hours prior telephonic or written (including electronic mail) notice to the Primary Contact for Vulcan (except under emergency circumstances, in which event such notice may be less than 48 hours) (each a "Zone 7 Stop Notice"), which Zone 7 Stop Notice shall specify the anticipated duration of the Zone 7 Suspension (the "Zone 7 Suspension Period"). Upon its receipt of a Zone 7 Stop Notice, Vulcan shall use good faith best efforts to effectuate a shut-off of the Vulcan Discharge System upon the first day of the Zone 7 Suspension Period or as soon thereafter as reasonably practical. As soon as possible following any Zone 7 Stop Notice and in any event not later than the expiration of the Zone 7 Suspension Period, Zone 7 shall provide subsequent telephonic or written (including electronic mail) notice to the Primary Contact for Vulcan confirming the earliest date upon which Vulcan may restart Vulcan Discharges (each a "Zone 7 Restart Notice"). Should Zone 7 fail for any reason to timely provide such a Zone 7 Restart Notice, Vulcan shall be entitled to restart Vulcan Discharges at any time following expiration of the Zone 7 Suspension Period, without any further notice to Zone 7. Zone 7 acknowledges and agrees that its right to invoke Zone 7 Suspensions hereunder does not include any right of Zone 7 to physically effectuate any shut off of all or any part of the Vulcan Discharge System, which may be done only by Vulcan as provided in **Section 1.3.2**. Each party hereby designates, as its primary point of contact with respect to matters under this paragraph, the individual identified as its "Primary Contact" under **Section 4.10**. Each party also hereby designates the individual identified as its "Operations/Emergency Contact" under **Section 4.10** (who may be the same as its Primary Contact) to address questions of general operation and emergency conditions on behalf of its Primary Contact. Each party may change its Operations/Emergency Contact by providing notice thereof to the other party's Primary Contact pursuant to **Section 4.10**. All actions or decisions made hereunder by a party's Operations/Emergency Contact (if different from such party's Primary Contact) shall be reported in writing to that party's Primary Contact within forty-eight (48) hours. During any Zone 7 Suspension Period, this Agreement shall remain in full force and effect and all rights and obligations of the parties hereunder, other than the right to make Vulcan Discharges, shall remain unmodified. Either party also shall have the right to terminate this Agreement pursuant to **Section 3**.

2. Indemnity.

2.1 Release and Indemnity by Zone 7. Zone 7 hereby unconditionally and irrevocably waives and releases Vulcan and Vulcan's directors, officers employees, contractors, agents and representatives (collectively, "Vulcan Indemnitees") from any and all claims, demands, suits, actions, proceedings, liabilities, damages, losses, costs and expenses, of any nature whatsoever, including attorneys', experts' and consultants' fees and costs (collectively, "Claims") for any personal injury, death, property damage or any other injury, harm or damages that directly or indirectly result or arise at any time from the physical or environmental condition of the Zone 7 Lands, the Zone 7 Rights of Way or any other property owned or controlled by Zone 7 or any third party, any Vulcan Discharges in compliance with the RWQCB Discharge Permits, or the active negligence or willful misconduct of any Zone 7 Indemnitee. In connection with such waiver and release, Zone 7 hereby waives the provisions of Section 1542 of the California Civil Code (and any successor statute), which reads as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Zone 7 also shall indemnify, protect, defend (with attorneys reasonably acceptable to Vulcan) and hold harmless all Vulcan Indemnitees from and against any and all Claims of the types described above in this **Section 2.1**, the design, construction, installation, materials, condition, repair, relocation, removal or replacement of the Vulcan Discharge System (excepting to the extent Vulcan is obligated to indemnify any Zone 7 Indemnitee for such Claims pursuant to **Section 2.2**), and any and all Claims that directly or indirectly result or arise at any time from any breach by Zone 7 of any provision of this Agreement. The provisions of this **Section 2.1** shall survive the expiration, suspension or termination of this Agreement.

2.2 Indemnity by Vulcan. Vulcan shall indemnify, protect, defend (with attorneys reasonably acceptable to Zone 7) and hold harmless Zone 7 and Zone 7's directors, officers, employees, contractors, agents and representatives (collectively, "Zone 7 Indemnitees") from and against any and all Claims for any personal injury, death or property damage to the extent resulting from the active negligence or willful misconduct of Vulcan or any of Vulcan's contractors, and any and all Claims that directly or indirectly result or arise at any time from any breach by Vulcan of any provision of this Agreement; provided, however, that the foregoing obligations of Vulcan shall not apply to the extent any such Claims result or arise from any Claims or matters for which Zone 7 releases or is obligated to indemnify the Vulcan Indemnitees pursuant to **Section 2.1**. The provisions of this **Section 2.2** shall survive the expiration, suspension or termination of this Agreement.

3. Term of Agreement. Notwithstanding any provision herein to the contrary, this Agreement shall not become effective unless and until signed and delivered by both parties. Subject to the preceding sentence, the effective date of this Agreement ("Effective Date") shall mean the last date of a party's execution of this Agreement as such date is set forth following the parties' respective signatures below. Without limiting the provisions of **Section 4.1** and notwithstanding any rules, regulations or requirements of Zone 7 to the contrary, the only condition to the effectiveness of this Agreement is the signature and delivery of this Agreement by both parties. Without limiting the preceding provisions of this paragraph, the term of this Agreement ("Term") shall commence upon the Effective Date and shall expire upon the date of termination of all mining and reclamation activities under SMP-16, unless sooner terminated by a party pursuant to the following sentence. Either party may terminate this Agreement, at any time and with or without cause, effective upon not less than 180 days prior written notice to the other party. The provisions of **Sections 2, 4.7, 4.8, 4.9, 4.11**, and **4.13** and any other provisions of this Agreement that are expressly stated herein to survive the expiration or termination of this Agreement shall survive such expiration or termination, and the expiration or termination of this Agreement shall not relieve any party from any obligation or liability hereunder, or vitiate any party's rights hereunder, that shall have accrued prior to the effective date of such expiration or termination.

4. General Provisions.

4.1 Relationship to Other Agreement and Regulations. Notwithstanding any provision herein to the contrary, this Agreement shall not amend or modify, or be deemed to amend or modify, that certain Agreement between Zone 7 and Pleasanton Gravel Company, dated April 20, 1988 (commonly referred to by the parties as the "Chain of Lakes Agreement"), which shall continue unmodified and in full force and effect in accordance with its terms.

Notwithstanding any provision herein to the contrary, this Agreement also shall not be deemed to modify or effect in any manner Vulcan's NPDES Permit (or Vulcan's right to make NPDES Discharges thereunder), which shall continue unmodified and in full force and effect in accordance with its terms. Subject to the preceding provisions of this paragraph, in the event this Agreement or any provision hereof conflicts with any provision of any other contract, agreement or memorandum of understanding to which Zone 7 is a party, or any rule, regulation or requirement of Zone 7, this Agreement shall govern and control over any such conflicting provision.

4.2 Entire Agreement. Except as otherwise expressly set forth herein, this Agreement, including all recitals, exhibits and schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings, negotiations, representations, promises, memoranda and agreements, oral or written, by or between the parties, with respect to the subject matter hereof. No representations, inducements, promises, or agreements have been made in connection with this Agreement by any party, or anyone acting on behalf of any party, other than those expressly set forth in this Agreement.

4.3 Amendment. This Agreement may be amended, modified or supplemented only by a writing signed by both parties.

4.4 Waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

4.5 Counterparts; Facsimile/Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties shall be entitled to rely upon facsimile copies or electronic copies of the parties' signatures to this Agreement and any instrument executed in connection herewith. Notwithstanding the foregoing, promptly after sending a facsimile or electronic copy of its signature hereon, each party shall provide the others with an executed original counterpart by overnight courier, although the failure to provide such counterpart shall not limit the effectiveness of this Agreement.

4.6 No Agency or Joint Venture. It is not the intention of the parties to create by this Agreement a relationship of master-servant, principal-agent, partnership or joint venture and under no circumstance shall either party be considered the agent of the other.

4.7 Governing Law. This Agreement is entered into in and shall be governed by and construed in accordance with the internal laws of the State of California.

4.8 Severability. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

4.9 Interpretation. Section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. As used herein, unless the context of this Agreement clearly requires otherwise: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa); (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific Section or paragraph; (c) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" (d) "or" is not exclusive; and (e) "shall," "will" and "must" are mandatory and "may" is permissive. The parties have jointly participated in the negotiation and drafting of this Agreement, and this Agreement shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the party who drafted a particular provision of this Agreement.

4.10 Notices. Except as otherwise provided in **Section 1.5**, all notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) when transmitted by electronic mail, telecopier or facsimile device during normal business hours, provided such device is capable of generating a written confirmation of such transmission and receipt and an original is deposited in first class mail within two (2) business days thereafter addressed as set forth below; (c) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (d) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid and return receipt requested, addressed to the parties as set forth below. Any party may change its address for notices by giving written notice to the other parties in the manner set forth above.

If to Zone 7:

Primary Contact	Jarnail Chahal, Engineering Services Manager Alameda County Flood Control and Water Conservation District, Zone 7 100 North Canyons Parkway Livermore, CA 94551 Tel: (925) 454-5027 Fax: (925) 454-5724 Email: jchahal@zone7water.com
With Copy to:	Alameda County Flood Control and Water Conservation District, Zone 7 100 North Canyons Parkway Livermore, CA 94551 Attn: General Manager Tel: (925) 454-5000 Fax: (925) 454-5724 Email: jduerig@zone7water.com

Operations/Emergency Contact	Normal Work Hours - Colleen Winey Alameda County Flood Control and Water Conservation District, Zone 7 100 North Canyons Parkway Livermore, CA 94551 Tel: (925) 454-5063 Fax: (925) 454-5724 Email: cwiney@zone7water.com
	After Hours – DVWTP Tel: (925) 447-5074 Fax: (925) 447-4517 E-Mail: SpillNotice@zone7water.com

If to Vulcan:

Primary Contact; Operations/Emergency Contact:	Plant Manager Vulcan Materials Company 50 El Charro Road Pleasanton, CA 94588 Tel.: (559) 217-6268 Fax: (925) 249-3060 Email: mayerb@vmcmail.com
With Copy to:	Vulcan Materials Company 3200 San Fernando Road Los Angeles, CA 90065 Attn: Brian W. Ferris, Esq. Tel.: (323) 258-2777 Fax: (323) 258-1583 Email: ferrisb@vmcmail.com

4.11 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, subsidiaries, affiliates, successors and assigns (including any successor owners or operators under SMP-16 and any successor agency to Zone 7), notwithstanding any contrary provision in any Regulation or other agreement of Zone 7 in effect as of Effective Date or at any time thereafter. Without limiting the preceding provisions of this paragraph, any change of organization or reorganization affecting Zone 7, the County, Pleasanton or Livermore shall not terminate, modify or otherwise affect any party's rights or obligations under this Agreement.

4.12 Expenses. Except as otherwise provided herein, the parties shall bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, attorneys and accountants.

4.13 Attorneys' Fees. The prevailing party in any action or proceeding to enforce or interpret this Agreement or otherwise arising out of or in connection with the subject matter hereof (including, but not limited to, any suit, arbitration, entry of judgment, post-judgment motion or enforcement, appeal, bankruptcy litigation, attachment or levy) shall be entitled to recover its costs and expenses, including, but not limited to, attorneys', experts' and consultants' fees and costs.

4.14 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns, and no other person or entity shall have or acquire any rights or remedies under this Agreement, except as otherwise expressly provided in this Agreement.

4.15 Counting Days. All references in this Agreement to "days" shall mean calendar days unless expressly referred to as "business days." If the day for performance of any obligation under this Agreement is a Saturday, Sunday or legal holiday, then the time for performance of that obligation shall be extended to the first following day that is not a Saturday, Sunday or legal holiday.

4.16 Further Cooperation. The parties agree to execute and deliver all further documents and to take all such further action as may be necessary or helpful to fully implement the provisions of this Agreement.

4.17 Authority. Each individual executing this Agreement on behalf of a corporation, agency or other entity represents and warrants that: (i) he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with its governing documents; (ii) this Agreement is binding upon such entity in accordance with its terms; and (iii) such party is a duly organized and legally existing entity in good standing in the State of California.

IN WITNESS WHEREOF, Zone 7 and Vulcan have executed this Agreement effective as of the Effective Date.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

By: [signature]
Name: G. F. Duerig
Its: General Manager
Date: 12-2-11

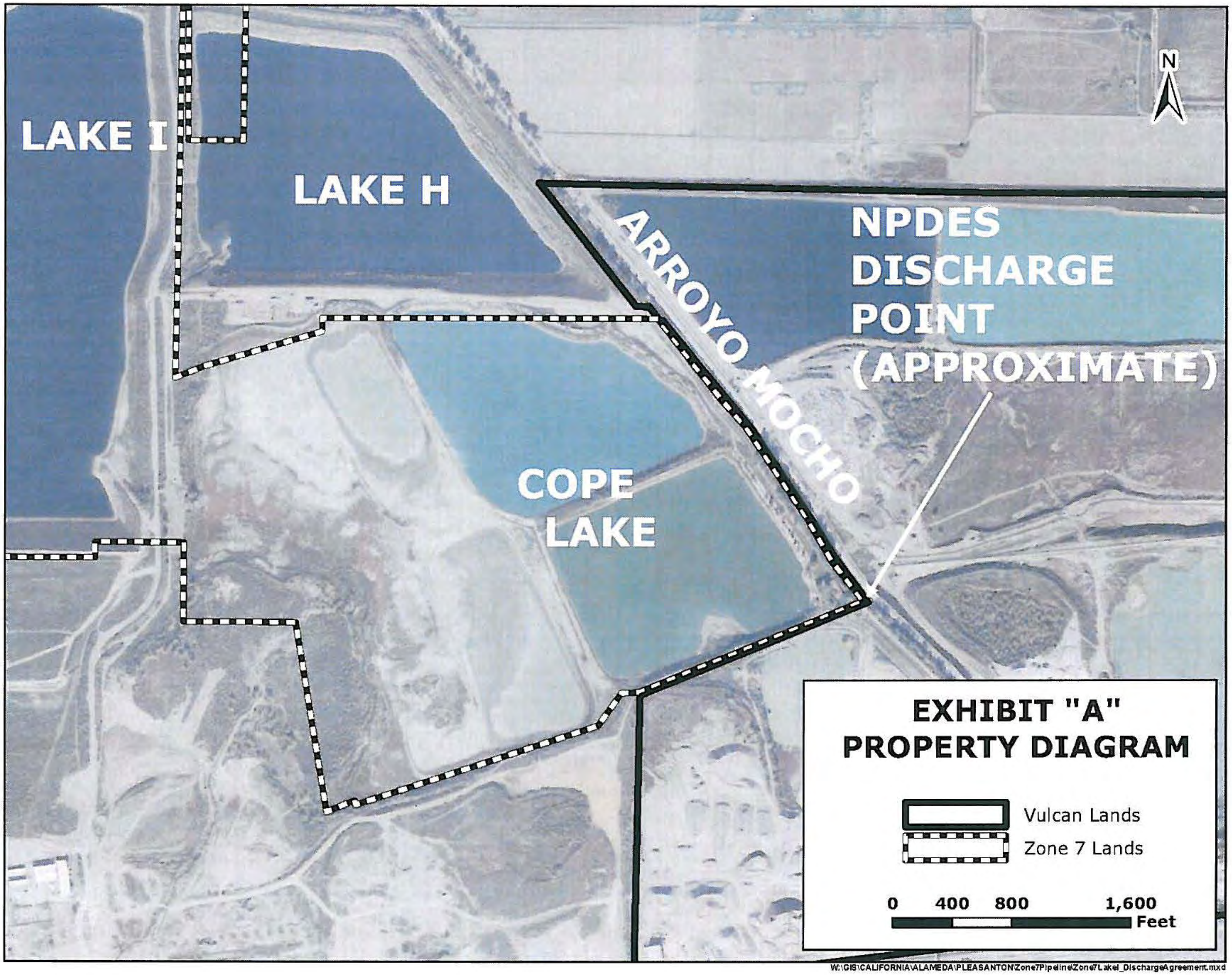
CALMAT CO., a Delaware corporation, d/b/a VULCAN MATERIALS COMPANY, WESTERN DIVISION

By: [signature]
Name: Robert S. Grace
Its: Business Development Mgr.
Date: 11/29/11

EXHIBIT A
TO
VULCAN WATER DISCHARGE AGREEMENT

PROPERTY DIAGRAM

[See Attached]


LAKE I
LAKE H
NPDES
DISCHARGE
POINT
(APPROXIMATE)
ARROYO MOCHO
COPE
LAKE
EXHIBIT "A"
PROPERTY DIAGRAM
Vulcan Lands
Zone 7 Lands
0 400 800 1,600
Feet
N

#10760338_v3

EXHIBIT “B”
SCOPE OF WORK

EXHIBIT B

SCOPE OF WORK
VULCAN DISCHARGE PIPELINE

In order to expand Vulcan Material Inc.'s (Vulcan) current discharge system to allow for discharge into Zone 7 Water Agency's (Zone 7) existing lakes, known as the Chain of Lakes, in addition to the current discharge to the Arroyo Mocho. This system expansion will include work to be completed on both Vulcan and Zone 7 property. All work will be completed by Vulcan Materials or their contractor. Vulcan will be reimbursed by Zone 7 for the work completed on Zone 7 property.

The work required to be completed to get the discharge system to Zone 7 property includes:

- Replacing the existing 22" HDPE elbow located on the east bank of the Arroyo Mocho with a new HDPE Tee fitting.
- Adding a steel section of 22" steel pipe (using flanged connections) containing a butterfly valve and a flow meter. This section will be located just north of the new tee on the east bank of the Arroyo Mocho. Meter readings will be collected by Vulcan staff and provided to Zone 7.
- Adding 1,100 feet of new 22" sdr 26 HDPE pipe in northerly direction from the new tee and valve section to a location in alignment with the cope Lake Peninsula. This new section of pipe will be located on the east bank of the Arroyo Mocho and remain exposed.

The work that will extend onto Zone 7 property will tie into the work completed on Vulcan's property and includes:

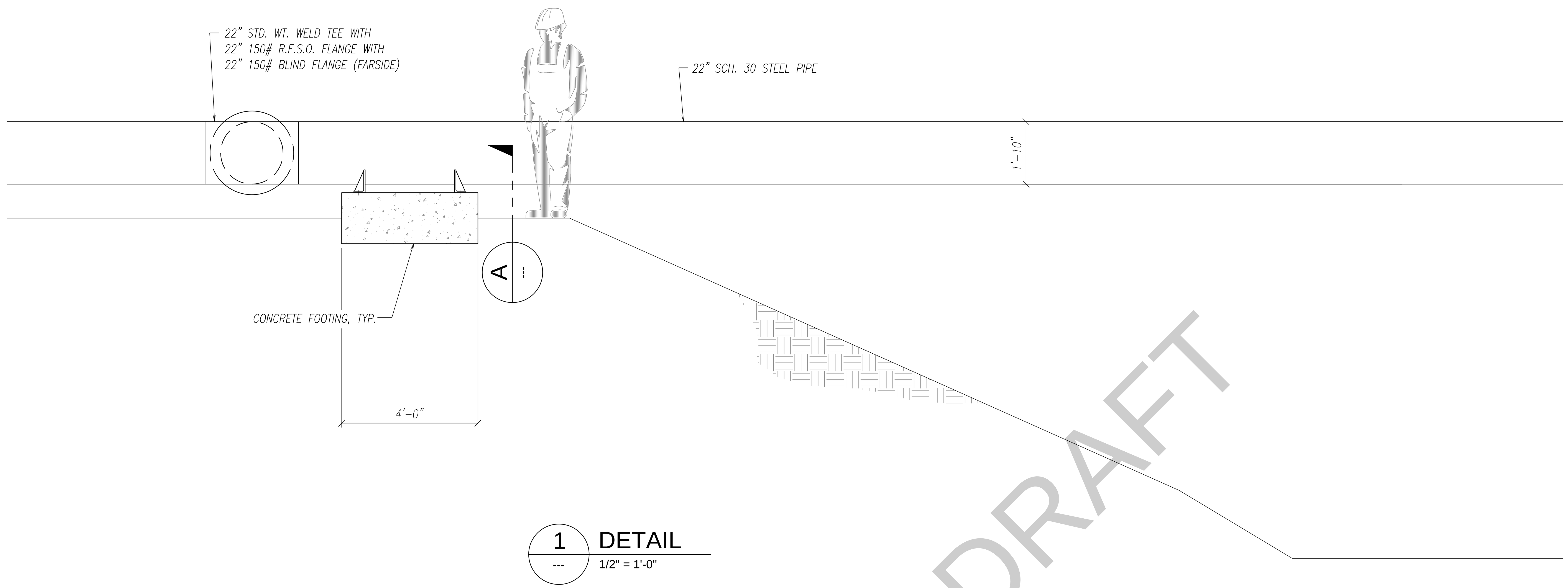
- Adding a westerly section of the pipeline that will bridge the Arroyo Mocho. Zone 7's cost responsibility (see attached Table – Cost Estimate) will begin at the center line of the Arroyo Mocho (the center of the pipeline that spans the Arroyo Mocho). This section of the pipeline will be 22" sch 30 steel pipe, spanning approximately 60 feet and will be mounted to new 4' by 4' concrete foundations on both banks as shown on the attached Vulcan drawing, number 5122-108-WWTPIP-S001. This bridge portion of pipe will be self-supporting.
- The portion of the pipe that will cross the Zone 7 maintenance road on the east bank of Cope Lake will be installed underground in a way that will allow for vehicular traffic including occasional heavy equipment without damage to the pipeline. The installation will include excavating a trench and ensuring that the trench bottom will be relatively smooth and free of rock. Four to six inches of tamped bedding material will be placed as needed. This section of installed pipe will consist of 22" sdr 26 HDPE pipe and will have a minimum of 3 feet of a compacted fill cover.
- The pipeline will daylight on the slope at approximately 3 feet below the current maintenance road grade. The pipeline will extend down the slope to the water surface and extend out approximately 56 feet from the shoreline in a way that ensures that operation of the discharge system will not cause erosion of the slope.
- The standard heat fusion method of joining the HDPE pipe will be used throughout this project and will be performed by a certified technician.
- Once the discharge system installation is complete a test of the system will be conducted.

COST ESTIMATE

DISCHARGE PIPELINE TO COPE LAKE EXTENSION

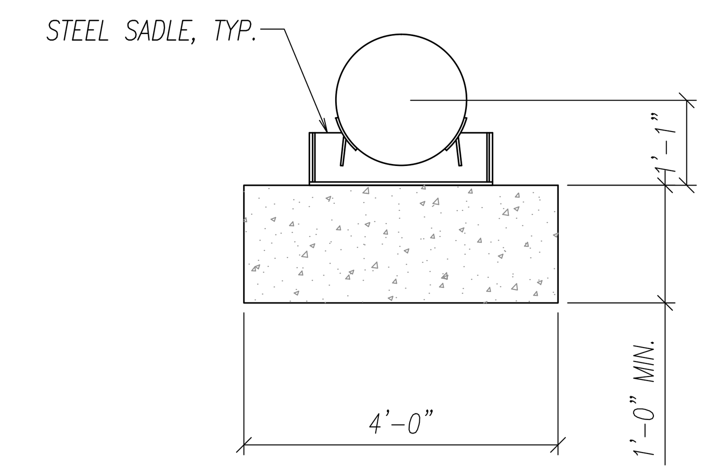
ZONE 7 PORTION

	HDPE PIPING		
QTY	**DESCRIPTION**	**COST**	**TOTAL**
340	FEET OF 22" SDR 26 HDPE	$ 23	$ 7,820
1	22" SDR26 TEE	$ 750	$ 750
8	FLANGE ADAPTERS WITH BACK UP RING	$ 410	$ 3,280
1	22" SDR26 LATERAL WYE	$ 1,100	$ 1,100
6	BOLT KITS	$ 325	$ 1,950
		SUBTOTAL	$ 14,900
9%	TAX		$ 1,341
6%	FREIGHT		$ 894
10%	CONTINGENCY		$ 1,490
9	FUSION WELDS - TURN KEY LABOR AND RENTALS	$ 275	$ 2,475
150	FEET - TRENCH AND BACKFILL - LARGE TRENCH	$ 35	$ 5,250
	HDPE PIPING	**SUBTOTAL**	**$ 26,350**
	STEEL PIPING		
QTY	**DESCRIPTION**	**COST**	**TOTAL**
1	4" Vacuum Break Check Valve	$ 504	$ 504
25	FEET OF 22” sch 30 steel pipe	$ 210	$ 5,250
2	4” RFSO flanges	$ 19	$ 38
2	4” bolt and gasket kits	$ 8	$ 15
8	feet of 4” sch 40 pipe	$ 24	$ 194
1	22” RFSO Flanges	$ 653	$ 653
2	22” Blind Flanges	$ 410	$ 820
3	22” Bolt and Gasket Kits	$ 307	$ 921
		SUBTOTAL	$ 8,395
15%	TAX AND FREIGHT		$ 1,259
10%	CONTINGENCY ON ABOVE		$ 840
80	Man-Hrs Including Mob and Demob	$ 75	$ 6,000
1	Crane Days	$ 1,500	$ 1,500
1	Reach - lift days	$ 250	$ 250
1	Service Truck Days	$ 125	$ 125
4	YDS Concrete for foundations	$ 800	$ 3,328
10%	CONTINGENCY ON LABOR AND CONCRETE	$ 11,203	$ 1,120
	STEEL PIPING	**SUBTOTAL**	**$ 22,817**
	ZONE 7	**GRAND TOTAL**	**$ 49,167**



1 DETAIL

1/2" = 1'-0"



A SECTION

1/2" = 1'-0"

	DATE	REVISION	BY
D			
C			
B	7-10-13	CHANGED SIZE OF CONCRETE FOOTINGS	ST
A	6-3-13	CHANGED PIPE BRIDGE AND HDPE SDR RATING	ST
–		INITIAL RELEASE	

TOLERANCES-UNLESS NOTED
FRACTIONAL: ± 1/16"
DECIMAL: ± 0.010"
ANGLE: ± 0.1°

Vulcan Materials Company

WATER DISCHARGE SYSTEM
POND 5 TO COPE LAKE
ZONE 7 PROPERTY PORTION

STATE: CALIFORNIA		PLANT: Pleasanton	
DRAWN BY: ST	CHECKED BY:	PROJ. NO.	FILE SERVER
DRAWN DATE: 5/30/2013	CHECKED DATE:	SCALE: 3/32" = 1'-0"	SHEET 1 OF 1
DWG. NO. 5122-108-WWTPIP-S001			REV. B

EXHIBIT "C"
INSURANCE

EXHIBIT C - INSURANCE

This is an appendix attached to, and made a part of the Discharge Pipeline Extension Agreement dated ___________ (**"Agreement"**) between THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as ZONE 7 WATER AGENCY (**"District"**) and CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WEST REGION (hereinafter "Vulcan") for the provision of services to extend the Discharge Pipeline into Cope Lake (the "Work")

1. **Vulcan's Duty to Show Proof of Insurance.** Prior to the execution of this Agreement, Vulcan shall furnish to District satisfactory proof that Vulcan has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company **A-** or better, financial category size **7** or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Vulcan for which Vulcan may be legally liable, whether performed by Vulcan, or by those employed directly or indirectly by it, or by anyone for whose acts Vulcan may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than $**1,000,000** general aggregate and $**1,000,000** each occurrence. Deductible limits payable by Vulcan shall be approved by the District.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $**1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles. Deductible limits payable by Vulcan shall be approved by the District.

1.3 Workers' Compensation Insurance

Workers' Compensation Employers' Liability limits not less than $**1,000,000** each accident, $**1,000,000** per disease and $**1,000,000** aggregate. Vulcan's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Vulcan is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, with limits not less than $**1,000,000** each claim and **$2,000,000** aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and with a deductible amount satisfactory to District for each claim. The policy shall be maintained for a period of five (5) years after the completion of the Services.

2. Insurance policies shall contain an endorsement containing the following terms:

2.1 Status of Alameda County Flood Control and Water Conservation District as Additional Insured.

On Vulcan's Commercial General Liability policy and Automobile Liability Policy ALAMEDA COUNTY, THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, its ZONE 7 WATER AGENCY and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof.

2.4 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Vulcan shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.

2.6 Nothing herein contained shall be construed as limiting in any way the extent to which Vulcan or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.

2.7 If Vulcan fails to maintain any required insurance, District may take out such insurance, and deduct and retain amount of premium from any sums due Vulcan under this Agreement.

END OF EXHIBIT C

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

ORIGINATING SECTION: FACILITIES ENGINEERING
CONTACT: JOHN KOLTZ / RHETT ALZONA

AGENDA DATE: July 17, 2013 ITEM NO. **6e**

SUBJECT: Award of Contract for the PWRPA/Zone 7 – PPWTP Electrical Facilities Installation Project

SUMMARY:

- In November 2011, Zone 7 entered into an Interim Electric Services Agreement (IESA) with the Power and Water Resources Pooling Authority (PWRPA) to supply power to several of Zone 7 facilities.
- Zone 7 and PWRPA have been working with PG&E to obtain necessary approvals for PWRPA to supply power to several Zone 7 sites. Patterson Pass Water Treatment Plant (PPWTP) has received all necessary approvals. Mocho Well No. 3 & 4 and the Mocho Groundwater Demineralization Plant are going through the approval process.
- PG&E will continue to provide the transmission service for these accounts but the power purchase and distribution service will be provided by PWRPA. Switching the power supplier for these accounts also requires PWRPA/Zone 7 to install certain electrical distribution facilities that will connect to the PG&E transmission system.
- The project scope under this contract consists of installing the electrical distribution facilities such as conductors, a transformer, and metering equipment for PPWTP.
- Per CEQA guidelines, Zone 7 staff prepared a Notice of Exemption (NOE) for the project and filed the NOE with the Alameda County Clerk and Recorder's Office on December 12, 2012.
- Zone 7 advertised the project on May 29 and June 05, 2013. The Engineer's estimate for the project scope under this contract is $175,000.
- On June 27, 2013, one bid of $137,750 was received from Blocka Construction, Inc. The bid was reviewed by Zone 7 staff and determined to be responsive and responsible. The bidder has complied with the bid requirements.

FUNDING: Funding for this project is budgeted and available from Fund 120 - Renewal and Replacement / System-Wide Improvements.

RECOMMENDED ACTION: Consider bids for the PWRPA/Zone 7 – PPWTP Electrical Facilities Installation Project and adopt the attached resolution to: 1) Approve plans, specifications, appendices and addenda; 2) Accept the bid and award a contract to Blocka Construction, Inc., as the lowest responsive and responsible bidder for the bid amount of $137,750; and 3) Authorize the General Manager to negotiate and execute the contract with Blocka Construction, Inc., and issue change orders as and when needed in an amount not-to-exceed $13,775 (10% of contract amount).

ATTACHMENTS:

1. Memo providing additional background and discussion of agenda item
2. Zone 7 Board Resolution

Interoffice Memo

Date: July 17, 2013
To: Jill Duerig, General Manager
From: John Koltz, Senior Engineer

Subject: Award of Contract for the PWRPA/Zone 7 - PPWTP Electrical Facilities Installation Project

The following provides additional background and discussion on the above-referenced agenda item:

BACKGROUND:

The Western Area Power Administration (WAPA), a non-profit Federal Government agency, provides alternative power. Zone 7 applied for WAPA power and has received a Base Resource Contract (BRC) allocation equal to 0.01573% of the overall Base Resource. Zone 7 will receive its BRC allocation beginning on January 1, 2015 and continuing through December 31, 2024.

The Power and Water Resources Pooling Authority (PWRPA) operates as a publicly-owned electric utility and provides retail electric service to 15 water purveyors spanning a significant portion of the Sacramento-San Joaquin Valley and coastal counties of California. Its member agencies also have BRC allocations from WAPA and other energy resources (hydroelectric, solar etc.) that they pool together for sharing. PWRPA rates for power are lower than PG&E rates.

In November 2011, Zone 7 entered into an Interim Electric Services Agreement (IESA) with PWRPA to supply power to several Zone 7 facilities prior to becoming a permanent member in 2015 when it receives its BRC allocation. PG&E and PWRPA regard these facilities or sites as individual accounts. Since 2011, Zone 7 and PWRPA have been working with PG&E to obtain necessary approvals for PWRPA to become the power supplier for Zone 7's accounts. The Patterson Pass Water Treatment Plant (PPWTP) account has received all the necessary approvals. The Mocho Well No. 3 & 4 and Mocho Demineralization Plant accounts are going through the approval process. PG&E will continue to provide the transmission service for these accounts but the power purchase and distribution service will be provided by PWRPA. Switching the power supplier for these accounts also requires PWRPA/Zone 7 to install certain electrical distribution facilities that will be connected to PG&E's primary transmission system. These electrical distribution facilities in general include conductors, a transformer at some locations, and some retail metering equipment. Based on projected estimated savings due to anticipated lower PWRPA power rates, Zone 7 should recover installation costs for the PWRPA distribution facilities at PPWTP in about three to four years.

DISCUSSION:

The project scope under this contract consists of installation of the electrical distribution facilities connecting to the PG&E transmission system at the PPWTP.

The scope of work includes the following:

1. Installation of Power Poles
2. Remove and replace existing PG&E cables
3. Replace Transformer
4. Provide adequate metering and control panels.

Per CEQA guidelines, Zone 7 staff filed a Notice of Exemption (NOE) for the project with the Alameda County Clerk-Recorder's Office on December 12, 2012.

In accordance with the California Public Contract Code, the Project plans, specifications and addenda were developed and advertised for bids on May 29th and June 5th in a local newspaper, on an internet site (Onvia) and on Zone 7's website. In addition, copies of the plans and specifications were posted in twenty-two (22) Northern California builder exchanges. Subsequent to advertising, two contractors attended the mandatory pre-bid site visit on June 13th. On June 27th, in accordance with established procedures, one bid was received:

	CONTRACTOR	BID AMOUNT
1	Blocka Construction, Inc., Fremont, California	$137,750

The Engineer's estimate for the project scope under this contract is approximately $178,000.

The bidder has complied with the bid requirements and was determined to be responsive and responsible to the contract requirements. Staff believes the bid to be reasonable and recommends the award of contract to Blocka Construction, Inc., in an amount not-to-exceed $137,750. Additionally, staff recommends that the General Manager be authorized to negotiate and issue change orders as and when needed in an amount not-to-exceed $13,775 (10% of contract amount).

Funding for the project is budgeted and available from Fund 120- Renewal and Replacement / System-Wide Improvements.

SCHEDULE:

Substantial completion of the project, including satisfactory Start-up Testing is anticipated by mid-December 2013.

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO.

INTRODUCED BY
SECONDED BY

Award of Contract for the PWRPA/Zone 7 - PPWTP Electrical Facilities Installation

WHEREAS, Zone 7 of the Alameda County Flood Control and Water Conservation District has a project to install Power and Water Resources Pooling Authority (PWRPA) alternative power distribution facilities at the Patterson Pass Water Treatment Plant (PPWTP); and

WHEREAS, a Notice of Exemption per the California Environmental Quality Act (CEQA) guidelines was prepared and filed for the project; and

WHEREAS, the Project plans, specifications and addenda were developed and advertised for bids in accordance with the California Public Contract Code; and

WHEREAS, bids were received and publicly read by the Zone 7 General Manager's authorized representatives at the Zone 7 Administration Office, 100 North Canyons Parkway, Livermore, California 94551 on June 27, 2013 at 2:00 pm; and

WHEREAS, the lowest responsive and responsible bid received for this project is the bid by Blocka Construction, Inc., with a bid amount of $137,750.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby approve the plans, specifications, appendices, and addenda for the PWRPA/Zone 7 - PPWTP Electrical Facilities Installation Project; and

BE IT FURTHER RESOLVED that the bid of the lowest responsive and responsible bidder, Blocka Construction, Inc., be accepted, and that the contract for the work be awarded to Blocka Construction, Inc., in an amount not-to-exceed $137,750; and

BE IT FURTHER RESOLVED that the General Manager be authorized to negotiate and execute the contract on behalf of Zone 7 of the Alameda County Flood Control and Water Conservation District with Blocka Construction, Inc., in an amount not-to-exceed $137,750; and

BE IT FURTHER RESOLVED that the General Manager be authorized to negotiate and issue change orders as and when needed in an amount not-to-exceed $13,775.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on July 17, 2013.

By: ______________________________________
President, Board of Directors

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

ORIGINATING SECTION: Administrative Services
CONTACT: Tom Hughes

AGENDA DATE: July 17, 2013 ITEM NO. 7

SUBJECT: May Employee of the Month Recognition

SUMMARY:

The Employee Recognition Program Nomination Committee met in June and selected the Employee of the Month for May 2013 according to the established Program Guidelines. The individual chosen out of the submitted nominations is then recommended to Management for approval and there is a subsequent announcement of the selection to all Agency employees.

Ryan Gromer, Water Resources Technician II in the Groundwater Section has been chosen from among those nominated as the May 2013 Employee of the Month. He is based at the North Canyons office and reports to Matt Katen, Principal Engineer.

Ryan was recommended to the committee as a valuable team member of the Groundwater staff. He joined Zone 7 in August 2011 and is a hardworking, organized and computer savvy addition to the team. Ryan is key to Zone 7's surface water program, and has upgraded the field equipment, improved the database, and revised the QA/QC procedures in the short amount of time he has been with the Zone. He has also assisted with semi-annual groundwater level measurement events.

Ryan has also volunteered to work in cold and rainy weather to help the Flood Control Section conduct sediment sampling during a major storm event this past year.

As noted in his nomination, Ryan has been an excellent addition to the Groundwater team.

The committee seconded the recommendation and recognized Ryan Gromer as a valuable employee and asset to Zone 7, with management approving the selection.

RECOMMENDED ACTION:

It is recommended that the Zone 7 Board of Directors recognize and congratulate Ryan Gromer as May 2013 Employee of the Month.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

ORIGINATING SECTION: FLOOD CONTROL
CONTACT: JOE SETO/JARNAIL CHAHAL/KURT ARENDS

AGENDA DATE: July 17, 2013 ITEM NO. **8**

SUBJECT: Agreement with Alameda County Public Works Agency for Flood Control Maintenance and Emergency Services

SUMMARY:

- In March 1998, Zone 7 entered into an agreement with Alameda County Public Works Agency (County) to provide labor, material, and equipment for certain flood control maintenance and emergency services on a time and material basis for a not-to-exceed amount of $300,000 per year with the General Manager authorized to renew the agreement each subsequent year.
- In April 2003, the Board approved a modification to the agreement increasing the annual amount from $300,000 to $400,000 per year due to Zone 7's acceptance of additional flood control property requiring maintenance, increased cost of labor, materials and equipment. The Board also authorized the General Manager to approve and execute subsequent agreement extensions up to $400,000 per year.
- In 2008, the agreement scope was modified and the Board approved an annual contract for a not-to-exceed amount at $400,000.
- Staff has been exploring alternatives ways for procuring some of these services to improve cost efficiencies and reduce response times. It is anticipated that separate contract(s) with local entities will be brought before the Board in the very near future to provide some of these services.
- While staff is exploring possibilities to procure some of these services through alternate contracts with local entities, there is a need to extend the agreement with the County for one more year to provide services during the transition.

FUNDING:
Funding for these services is budgeted and available from Fund 200 – Flood Protection Operations.

RECOMMENDED ACTION:
Adopt attached resolution authorizing the General Manager to execute a one year agreement extension with the County for flood control maintenance services on an on-call, as needed basis in an amount not-to-exceed $400,000 for the period ending June 30, 2014

ATTACHMENTS:

1. Memo providing additional background and discussion of agenda item
2. Zone 7 Board Resolution
3. Agreement extension and Original Agreement

MEMORANDUM

Date: July 17, 2013
To: Jill Duerig, General Manager
From: Joe Seto, Principal Engineer
Subject: Agreement with Alameda County Public Works Agency for Flood Control Maintenance and Emergency Services

The following provides additional background and discussion of the Agreement with County for flood control maintenance and emergency activities:

BACKGROUND:

In March 1998, Zone 7 entered into a formal agreement with Alameda County Public Works Agency (County) to secure labor, material, and equipment for the flood control maintenance and emergency on a time and material basis for a not-to-exceed amount of $300,000 per year with the General Manager authorized to renew the agreement each subsequent year.

The maintenance activities to be performed by County at the time included:

- chemical and mechanical weed control
- litter and graffiti removal
- drainage structure and V-ditch construction, cleaning and repair
- debris and silt removal and disposal
- access road grading and aggregate rock placement
- driveway replacement and repair
- fence and gate installation, repair and removal
- bank slope repair
- hydroseeding
- rodent and pest control
- routine inspection of Zone 7 flood control facilities

In April 2003, the Board approved a modification to the agreement increasing the annual amount from $300,000 to $400,000 per year due to Zone 7's acceptance of additional flood control property requiring maintenance, increased cost of labor, material and equipment including fuel. The Board also authorized the General Manager to approve and execute subsequent agreement extensions up to $400,000 per year.

In September 2008, the Board approved a modified to the scope of work to be performed by the County workforce under this agreement. Bank slope repair, hydro-seeding, rodent and pest control, and routine inspection activities were excluded from the scope and shifted to other contractors and in-house staff, but the budget was kept at $400,000 a year.

DISCUSSION:

In addition to the flood control maintenance services contract with the County, Zone 7 also has maintenance and repair contracts with specialized local contractors for services such as fence repairs, heavy construction for bank slide repairs, large scale desilting, hydro-seeding, as well as a contract with Alameda County Department of Agriculture for rodent and pest control.

Since it has been five years since the last scope review for the County contract, staff has been exploring alternative ways for procuring some of the services provided by the County. Procuring some of these services through local contractors and possibly sharing the services and resources with other local entities in the Livermore-Amador Valley may provide improved cost efficiencies and reduced response times under emergency conditions. Once this effort is completed and it is anticipated that separate contracts will be brought before the Board in the very near future.

While Zone 7 explores possibilities of procuring some of these services through contracts with local entities, there is a need to extend the contract with the County for one more year to provide continuity and transition. Therefore, staff recommends authorizing the General Manager to execute a one-year agreement extension with the County for flood control maintenance services on an on-call, as needed basis in an amount not-to-exceed $400,000 for the period ending June 30, 2014.

The Alameda County Board of Supervisors approved the attached agreement extension on May 21, 2013.

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS

RESOLUTION NO.

INTRODUCED BY
SECONDED BY

Agreement with Alameda County Public Works Agency for Flood Control Maintenance and Emergency Services

BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby approve an agreement extension between Alameda County Flood Control and Water Conservation District Zone 7 and Alameda County Public Works Agency for the reimbursement of costs for flood control maintenance and emergency services provided by Alameda County Public Works Agency on an actual time and material basis in an amount not-to-exceed $400,000 for the period ending June 30, 2014; and

BE IT FURTHER RESOLVED that the General Manager of Zone 7 is authorized to execute same on behalf of Zone 7.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on July 17, 2013.

By:________________________________
President, Board of Directors

MODIFICATION NO. 5 TO AGREEMENT FOR SERVICES WITH ZONE 7

This modification No. 5 ("Modification No. 5") is made as of May 21, 2013, (the "Effective Date") by and between the County of Alameda ("COUNTY"), and ZONE 7 of the Alameda County Flood Control and Water Conservation District ("Zone 7") with respect to that agreement to provide certain flood control maintenance services, dated June 5, 2012, referred to herein as the "Agreement".

RECITALS

Whereas, for many years the County and Zone 7 have worked cooperatively together on flood control projects located within the boundaries of Zone 7;

Whereas, under the terms of the Agreement as well as predecessor agreements, those projects have been designed, engineered and supervised by Zone 7, with the County providing labor because the County can provide that service more economically than other providers;

Whereas, the County is pleased with and supports Zone 7's efforts to manage flood risk;

Whereas, the Agreement enables the County to provide assistance to Zone 7 during a flood event, provided that other areas within the County are not thereby endangered; and

Whereas, COUNTY and ZONE 7 desire to extend the term of the Agreement from July 1, 2013 to June 30, 2014, to provide for the continued provision of services by COUNTY and for additional compensation to be paid to COUNTY by ZONE 7 increasing the amount from $1,600,000 to $2,000,000 an increase not to exceed $400,000 for such services;

NOW, THEREFORE, COUNTY and ZONE 7 agree as follows:

1. The term of the Agreement shall be extended from July 1, 2013 to June 30, 2014 (the "Extension Term").
2. During the Extension Term, COUNTY shall continue providing services described in the Agreement and ZONE 7 shall pay COUNTY for such services in an amount which shall not exceed $400,000.
3. All provisions of the Agreement, except as modified by this Modification, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates shown below their respective authorized signatures.

EXECUTION

ZONE 7 of the Alameda County Flood Control and Water Conservation District

By:____________________

Title: ____________________
General Manager

County of Alameda

By: Keith Carson
President, Board of Supervisors,
County of Alameda, State of California

Approved as to form
Donna Ziegler, County Counsel

By: [signature]
Deputy

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on May 21, 2013; and that a copy has been delivered to the President as provided by Government Code Section 25103. Dated: May 23, 2013

ATTEST: Clerk, Board of Supervisors,
County of Alameda, State of California

By ______________________________
Deputy

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

A09-57-ALA

C-2008-135

AGREEMENT BETWEEN
ZONE 7 AND THE COUNTY OF ALAMEDA PUBLIC WORKS AGENCY

WHEREAS, it has been determined by the Board of Directors of ZONE 7 (hereinafter referred to as Zone 7 BOARD) that it is necessary to secure all labor, material, equipment, transportation and services to be used and employed in the maintenance and emergency work for flood control facilities within the Zone 7 service area;

THEREFORE, ZONE 7 of Alameda County Flood Control and Water Conservation District (hereinafter referred to as ZONE 7) and the County of Alameda, acting by and through the Alameda County Public Works Agency (hereinafter referred to as ACPWA) do hereby agree as follows:

1. ACPWA shall undertake maintenance and emergency work as specified in Exhibit A. Such work shall be conducted in a skillful, efficient, effective and substantial manner to the satisfaction of ZONE 7 in accordance with ZONE 7's standard specifications, and/or the standard of quality normally observed in the construction industry.

2. Zone 7 shall reimburse ACPWA for ACPWA's actual costs in an amount not-to-exceed $400,000 for the 12-month period from July 1, 2008 to June 30, 2009 (including $100,000 from the approved 3-month extension ending September 30, 2008 Contract #C-2008-102). ACPWA shall provide and supply all necessary labor, supervision, machinery, equipment, and supplies necessary to carry out the Scope of Work. In the event subcontractors or additional construction materials be necessary, they will be treated as part of the work force, equipment and material provided by ACPWA. No additional markup on subcontractor's and material supplier's invoices will be allowed.

3. ACPWA shall deliver to ZONE 7 within thirty (30) days after the close of each calendar month, an itemized invoice for services provided during said month, and ZONE 7 shall pay ACPWA within thirty (30) days after date of said invoice.

4. The Agreement shall begin upon execution by both parties and terminate on June 30, 2009. The Agreement may be extended on a yearly basis thereafter upon written amendment to this agreement by both parties. ZONE 7 may terminate this Agreement by providing ninety (90) days written notice to the Director of ACPWA. In the event of such termination, ACPWA shall be compensated for such services up to the point of termination. If ACPWA terminates its services to Zone 7, it is required to provide written notice no less than ninety (90) days prior to termination. Such notice shall be sent to the

General Manager of ZONE 7. For Agreement extensions, ACPWA shall indicate to ZONE 7 in writing, no later than March 1, 2009 and March 1st of each year thereafter, whether it intends to extend the Agreement by one (1) year. Subject to the approval of the Zone 7 BOARD and upon written agreement of both parties, the Agreement shall be extended for one (1) year effective July 1 of the same year.

5. ZONE 7 reserves the right to retain other contractors to perform any ZONE 7 maintenance work as determined by ZONE 7.

6. ACPWA agrees to defend, indemnify, and hold harmless ZONE 7, its officers, employees and agents, from any and all acts, claims, omissions, liabilities, and losses by whomever asserted arising out of acts or omissions of ACPWA in the performance of the scope of work except those arising by reason of the sole negligence of ZONE 7, its officers, employees or agents.

7. ZONE 7 agrees to defend, indemnify, and hold harmless ACPWA, its officers, employees and agents, from any and all acts, claims, omissions, liabilities, and losses by whomever asserted arising out of acts or omissions of ZONE 7 in the performance of the scope of work except those arising by reason of the sole negligence of ACPWA, its officers, employees or agents.

8. Any damage to ZONE 7's property or facilities arising out of ACPWA's negligence or willful misconduct in performance of services, shall be repaired or remedied by ACPWA or at ZONE 7's discretion, by ZONE 7 and all costs associated therewith shall be at ACPWA's sole cost and expense.

9 In the performance of services, ACPWA shall at all times comply with any and all applicable State, Federal or local regulations including but not limited to Regional Water Quality Control Board, California Department of Fish and Game, Bay Area Air Quality Management District, CalOSHA and EPA regulations.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorized officers.

Date: September 30, 2008

THE COUNTY OF ALAMEDA
PUBLIC WORKS AGENCY

By: Scott Haggerty
President, Board of Supervisors

Approved as to Form
RICHARD E. WINNIE, County Counsel

By Aurey Beaman

ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

By: ______________________________
General Manager

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the Alameda County Flood Control and Water Conservation District by a majority vote of the Board on 9/30/08, and that a copy has been delivered to the President as provided by Government Code Section 25103.

Date: 9/30/08

ATTEST: R. Caballero, Deputy
Clerk, Board of Supervisors,
County of Alameda, State of California

SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT A

SCOPE OF WORK

1. ACPWA shall supply all qualified labor, equipment and material to be used for maintaining and operating ZONE 7's flood control system for the following activities:
   - Chemical weed control
   - Litter and graffiti removal
   - Drainage structure (inlet, cross drain, outfall) cleaning and repair
2. ACPWA may also supply on an as-needed-basis, when not in conflict with its annual work plan, all qualified labor, equipment and material to be used for maintaining and operating ZONE 7's flood control system, including but not limited to the following:
   - Mechanical weed control
   - Debris and silt removal and disposal
   - V-ditch (asphalt/earthen) construction. Cleaning and repair of all types of V-ditches.
   - Access road grading and aggregate rock placement
   - Asphalt and cement concrete driveway placement and repair
   - Light tree trimming and removal (that does not require the use of bucket trucks or climbing). Trimming and removal of brush and ground covers.
   - Fence, gate, bollards, and signs, repair and removal
3. Upon written work requests submitted by ZONE 7 and prior to undertaking the requested work, ACPWA's representative will confer with ZONE 7's General Manager or his/her designee, to confirm the location and schedule for work to be performed. ACPWA will use job numbers assigned by ZONE 7 for each activity performed. When ACPWA will be working in the ZONE 7 flood control system, ACPWA shall report to ZONE 7 by 9:00 a.m. of each day via email or by phone to confirm the location and scope of such work. ACPWA shall furnish to ZONE 7 by the second week of each month a report of the previous month's progress, including time reports for employees, equipment and materials used.
4. ACPWA shall have a "local presence" (e.g., Santa Rita Corporation Yard) and respond to citizen's complaints, investigate, and take appropriate action as necessary for work

performed by ACPWA. ACPWA shall notify listed adjacent neighbors prior to spraying along the ZONE 7 facilities.

5. ACPWA may also provide ZONE 7 emergency response and flood watch under the direction of ZONE 7's General Manager or his/her designee including non-working hours as long as it does not hinder emergency response within ACPWA's own infrastructure.

6. ZONE 7 and ACPWA will jointly establish an annual work plan and budget by March 31st for the following year's contract. In addition, ZONE 7 shall submit to ACPWA a prioritized list of work requests for each month.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

ORIGINATING SECTION: FACILITIES ENGINEERING
CONTACT: BRANDON WOODS / RHETT ALZONA

AGENDA DATE: July 17, 2013 ITEM NO. **9**

SUBJECT: Construction Contract and Construction Management Services Contract for the Del Valle Water Treatment Plant Superpulsator Rehabilitation Project

SUMMARY:

- The existing superpulsator equipment in the clarifiers at the Del Valle Water Treatment Plant (DVWTP) is near the end of its design life and in need of replacement per the Asset Management Plan.
- The project scope under this contract includes improving clarifier drainage, adding safety protections and easier access, removing and replacing all of the superpulsator equipment located in each of the four clarifier basins, as well as recoating the concrete in each of the basins.
- Per CEQA guidelines, Zone 7 staff prepared a Notice of Exemption (NOE) for the project and filed the NOE with the Alameda County Clerk and Recorder's Office in November 2012.
- Zone 7 advertised the project on June 10 and June 17, 2013. The Engineer's estimate for the project scope under this contract is $5,560,000.
- On July 3, 2013, three bids ranging from $4,049,180 to $4,386,600 were received.
- Bids were reviewed by Zone 7 staff and it was determined that the lowest responsive and responsible bidder is Manito Construction, Inc. with a bid of $4,049,180.
- Staff also requested proposals from eight firms for construction management services for the project and received two proposals.
- Staff reviewed the proposals and the Covello Group, was found to be best qualified to provide construction management services for the project.
- Staff recommends negotiating and executing a contract for construction management services with the Covello Group for a not-to-exceed amount of $450,000.

FUNDING:

Funding for this project is available from Fund 120– Renewal and Replacement/System-Wide Improvements.

RECOMMENDED ACTION:

Consider bids for the construction of the DVWTP Superpulsator Rehabilitation Project and adopt the attached resolution to: 1) Approve plans, specifications, appendices and addenda; 2) Accept the bid and award a contract to Manito Construction, Inc., as the lowest responsive and responsible bidder for the bid amount of $4,049,180; 3) Authorize the General Manager to negotiate and execute the contract with Manito Construction, Inc.; 4) Authorize the General Manager to issue change orders as and when needed in an amount not-to-exceed $404,920 (10% of contract amount); and 5) Authorize the General Manager to negotiate and execute the contract with the Covello Group, for construction management services in an amount not-to-exceed $450,000.

ATTACHMENTS:

1. Memo providing additional background and discussion of agenda item
2. Zone 7 Board Resolution

Interoffice Memo

Date: July 17, 2013
To: Jill Duerig, General Manager
From: Brandon Woods, Assistant Civil Engineer
Subject: Construction Contract and Construction Management Services Contract for the Del Valle Water Treatment Plant Superpulsator Rehabilitation Project

The following provides additional background and discussion on the above-referenced agenda item:

BACKGROUND:

As part of the DVWTP Expansion Project in 1988-89, Zone7 retrofitted the existing flocculation basins and tube settler basins with three superpulsators (Superpulsators 1-3) and added a new superpulsator basin (Superpulsator 4). Per the Asset Management Program, major components of the superpulsator assembly are reaching the end of their useful lives. Additionally, the recent condition assessments and maintenance repairs performed by Zone 7 indicate that the fiberglass inclined settling plates were brittle, and the aluminum and steel parts were severely corroded due to the aggressiveness of the ferric chloride used for coagulation and flocculation. This project is intended to extend the useful life of the superpulsator by another 25 years. The project also provides for additional drainage and access improvements for easier maintenance and added worker safety. As the superpulsators are an integral component of the treatment process at the DVWTP, the Superpulsator Rehabilitation Project is scheduled during the low demand season. In order to keep DVWTP in partial operation, only two superpulsators will be rehabilitated in each of the next two successive low demand seasons (FY 13/14 and FY 14/15).

DISCUSSION:

The project scope under this construction contract includes the following:

1. Modifications to the inlet, overflow, and drain lines to provide additional protection in isolating a superpulsator basin for maintenance while adjacent superpulsators remain in operation.

2. Application of an elastomeric polyurethane coating system for protection against ferric chloride on all inner concrete surfaces of the superpulsators including collection troughs, walls and floors.

3. Removal and replacement of superpulsator components including distribution and collection laterals, sections of 30-inch diameter steel inlet piping, settling plates and brackets, sludge collection piping, sample lines, and manway covers. Settling plates will also have removable sections for easier ingress/egress to the Superpulsator basins for additional worker safety.

4. Drain sump and mud valve modifications for easier access and draining capability.

5. Channel drain modifications for improved drainage and wash downs within the superpulsators.

The project was advertised on June 10 and June 17 in a local newspaper and on Zone 7's website. In addition, copies of the plans and specifications were posted in twenty-two Northern California builders exchanges. Subsequent to advertising, nine general contractors and a number of subcontractors attended the required pre-bid site visit. On July 3, 2013 in accordance with established procedures, the following three bids were received:

Name of Firm	Total Bid Amount
Manito Construction, Inc., Pleasanton	$4,049,180
Monterey Mechanical Co., Oakland	$4,182,000
RGW Construction, Inc., Livermore	$4,386,000

The Engineer's estimate for the project scope under this contract is $5,560,000. The significantly lower bids represent lower than anticipated prices for the concrete coating and replacement of the superpulsator equipment. Staff's estimate of the coating effort was based on recent coating work performed on a DVWTP filter rehab project. As a result of the easier application anticipated for this project, the unit cost was significantly less resulting in a bid amount roughly $700,000 less than the Engineer's estimate.

The Engineer's estimate was also geared towards potentially having no competition on the superpulsator equipment being provided by IDI. IDI is the most established manufacturer and previous manufacturer of the DVWTP superpulsator clarifier. However, the superpulsator equipment costs came in much lower than the estimate, accounting for approximately $800,000.

The bids have been reviewed by Zone 7 staff. The low bidder has complied with the bid requirements and was determined to be responsive to the contract requirements. Staff believes the bid to be reasonable and recommends the award of contract to the lowest responsive and responsible bidder, Manito Construction, Inc., in an amount not-to-exceed $4,049,180. Additionally, staff recommends that the General Manager be authorized to negotiate and issue change orders as and when needed in an amount not-to-exceed $404,920 (10% of contract amount).

Since Zone 7 does not have the in-house resources to devote the hours required for construction management for this project, there is a need to procure construction management services for this project from an outside firm. A Request for Proposals was sent out to eight firms in June for construction management services for the project. Proposals were received from the following two firms: The Covello Group and Consolidated Engineers.

Zone 7 staff reviewed the proposals and The Covello Group was found to be more suitable to provide construction management services for this project. The criteria used to rank firms included qualifications and experience of personnel, understanding of the project, and references. The submitted proposal is for an amount not-to-exceed $450,000 over two years and provides for one construction manager working part time during the submittals stage and primarily full time over the two low demand seasons (November to April) when the majority of construction is scheduled to occur. The scope also provides specialty inspection services including inspection for the coating application.

SCHEDULE:

The contract period is expected to commence towards the end of August 2013 and substantial completion of the project is anticipated by the middle of March 2015. Actual work to rehabilitate two superpulsator clarifiers is scheduled over each of the next two low water demand seasons (November to March).

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS

RESOLUTION NO.

INTRODUCED BY
SECONDED BY

Construction Contract and Construction Management Services Contract for the Del Valle Water Treatment Plant Superpulsator Rehabilitation Project

WHEREAS, Zone 7 of the Alameda County Flood Control and Water Conservation District has a project for the construction of the DVWTP Superpulsator Rehabilitation Project; and

WHEREAS, a Notice of Exemption per the California Environmental Quality Act (CEQA) guidelines was prepared and filed for the project; and

WHEREAS, the Project plans, specifications and addendum were developed and advertised for bids in accordance with the California Public Contract Code; and

WHEREAS, bids were received and publicly read by the Zone 7 General Manager's authorized representatives at the Zone 7 Administration Office, 100 North Canyons Parkway, Livermore, California 94551 on July 3, 2013 at 2:00 pm; and

WHEREAS, three bids were received and the lowest responsive responsible bid received for Project No. 225-13 is the bid by Manito Construction Inc., with a bid amount of $4,049,180; and

WHEREAS, proposals were requested from eight firms for construction management services and The Covello Group was found to be the best qualified for this project out of the two proposals received.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby approve the plans, specifications, appendices, and addenda for the DVWTP Superpulsator Rehabilitation Project; and

BE IT FURTHER RESOLVED that the bid of the lowest responsive and responsible bidder, Manito Construction Inc., be accepted, and that the contract for the work be awarded to Manito Construction Inc., in an amount not to exceed $4,049,180; and

BE IT FURTHER RESOLVED that the General Manager be authorized to negotiate and execute the contract on behalf of Zone 7 of the Alameda Flood Control and Water Conservation District with Manito Construction Inc., in an amount not-to-exceed $4,049,180; and

BE IT FURTHER RESOLVED that the General Manager be authorized to negotiate and issue change orders as and when needed in an amount not to exceed $404,920; and

BE IT FURTHER RESOLVED that the General Manager be authorized to negotiate and execute a contract for construction management services with the Covello Group in an amount not to exceed $450,000 for the Del Valle Water Treatment Plant Superpulsator Rehabilitation Project.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on July 17, 2013.

By: ______________________________________
President, Board of Directors

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7
100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

ORIGINATING SECTION: Office of the General Manager
CONTACT: Jill Duerig

AGENDA DATE: July 17, 2013 ITEM NO. **10**

SUBJECT: Watershed Protection

SUMMARY:

- As part of the 2013-14 Budget, $25,000,000 dollars was approved for watershed protection.
- Approximately 5,000 acres adjacent to DWR's Lake Del Valle Property is owned by the Patterson Family Trust.
- On the 16th of April, 2013, Zone 7 and East Bay Regional Park District executed a Memorandum of Understanding concerning this property (see attached).
- After completing due diligence on this property, staff have negotiated a sale price of about $19,000,000 for the 5,000 acres.
- Given the location of this property, staff are recommending purchasing the 5,000 acres for watershed protection purposes.

FUNDING:

Funding is available and budgeted for watershed protection purposes from Fund 120 – Water Renewal/Replacement & System-Wide Improvements, Fund 130 – Water Expansion Fund, Fund 200 – General Flood Control Fund and Fund 210 – Flood Protection and Stormwater Drainage.

RECOMMENDED ACTION:

Approve attached Resolution, authorizing the General Manager to negotiate and execute a final land sale contract with the property owner in an amount not to exceed $19,000,000 and authorizing use of reserves as set forth in the Budget to cover this purchase.

ATTACHMENTS:

Resolution
EBRPD MOU

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS

RESOLUTION NO.

INTRODUCED BY
SECONDED BY

Watershed Protection

BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby authorize the General Manager to enter into a Land Sale Contract with Patliv; PTLM, Inc.; Henry H. Patterson Trust, and Charles Edwards Engs in an amount not to exceed $19,000,000 to purchase Assessor Parcel Numbers 99-525-2, 99-550-2-3, 99-550-3-2, 99A-2700-2-5, 99A-2700-6-6, 99A-2700-9- 8, 99A-2700-10, 99A-2700-11-3, 99A-2700-12-6, 99A-2700-12-7, 99A-2420-4-13, 96-420-2, 96-420-3, 96-429-6, 99A-2701-1, 99A-2701-2, and 99A-2701-3;

BE IT FURTHER RESOLVED that the Alameda County Auditor-Controller is authorized to issue warrants up to $19,000,000 for said purchase.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on July 17, 2013.

By: ____
President, Board of Directors

A13-81-EAS

MEMORANDUM OF UNDERSTANDING
RELATING TO THE ACQUISITION AND USE OF LANDS
ADJACENT TO LAKE DEL VALLE

East Bay Regional Park District and
Alameda County Flood Control and Water Conservation District, Zone 7

This Memorandum of Understanding Relating to the Acquisition and Use of Lands adjacent to Lake Del Valle ("**MOU**") is entered into and effective this 16th day of April, 2013 by and between the East Bay Regional Park District (the "**District**") and the Alameda County Flood Control and Water Conservation District, Zone 7 ("**Zone 7**"). The District and Zone 7 are each sometimes referred to as a "**Party**" and are collectively sometimes referred to as the "**Parties**."

Recitals

A. The District has a long history of promoting the sustainable use and preservation of lands in the East Bay for recreation, parks, watershed preservation and other purposes for the benefit of the residents of the East Bay.

B. Zone 7 has a long history of promoting the sustainable use of water resources within eastern Alameda County and has developed programs that seek to improve watershed management and preservation in order to provide sustainable and reliable water supplies to benefit the public.

C. The Parties share a commitment to cooperation and collaboration on projects that are intended to make the East Bay a more livable and sustainable place to work, live and play.

D. The Parties also share a commitment to the preservation and sustainable use of natural resources – particularly open space lands – in the East Bay. These lands can simultaneously provide habitat, recreational opportunities, source water protection and other open space benefits that are of great importance to the people served by the Parties.

E. In particular, Lake Del Valle ("Lake"), which is owned by the California Department of Water Resources (DWR), is a great example of maximizing compatible uses of state resources. Lake Del Valle provides regulatory storage for the State Water Project's South Bay Aqueduct, flood control for Alameda Creek, fish and wildlife enhancement, and recreation. The Lake is also used to capture a portion of local runoff for Zone 7 and the Alameda County Water District.

F. DWR has transferred the interest in Lake Del Valle, for park and recreation purposes, to the Department of Parks and Recreation (DPR). The District operates Del Valle

Regional Park, a major recreational resource for residents of the East Bay, under a 50-year Operating Agreement dated December 19, 1974 with DWR and DPR.

G. The Parties believe that there may be an opportunity to acquire lands adjacent to Lake Del Valle for the purposes of enhancing public benefits including watershed preservation, source water protection and park and recreation use similar to what currently exists at Del Valle Regional Park.

Understandings

1. This MOU will allow the Parties to better coordinate their efforts aimed at the acquisition and management of lands adjacent to Lake Del Valle.

2. Zone 7 will be entirely responsible for the proposed acquisition of lands adjacent to Lake Del Valle.

   a. The District shall not be responsible for any of the purchasing costs of such lands.

   b. The intent of Zone 7 in acquiring this property is to preserve and protect the watershed in its existing condition. Zone 7 has no intent to negatively impact any ongoing recreational operations at the Lake.

   c. The District, upon request by Zone 7, will publicly support such acquisition by Zone 7 by means of resolution or other official documentation.

3. Any future project on these lands would be subject to an open, transparent public planning and review process consistent with all federal, state and local laws, including but not limited to the California Environmental Quality Act.

   In particular, the Parties agree that there should not be any significant changes to the use of lands adjacent to Lake Del Valle until a planning process is completed and the plan or plans so developed are subjected to environmental impact review as part of a public process.

EAST BAY REGIONAL PARK DISTRICT		**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7**	
By:		By:	
Name/Title:	Robert E. Doyle, General Manager	Name/Title:	G. F. Duerig, General Manager
Date:	4/24/13	Date:	4/17/13
APPROVED AS TO FORM:		**APPROVED AS TO FORM:**	
By:		By:	
Name/Title:	CAROL VICTOR ASST. DISTRICT COUNSEL	Name/Title:	David Aladjem, District Counsel
Date:	4/22/13	Date:	4/17/13

ORIGINATING SECTION: Integrated Planning
CONTACT: Carol Mahoney

AGENDA DATE: July 17, 2013 ITEM NO. **11**

SUBJECT: Multi-Party Master Agreement with City of Livermore and Urban Creeks Council for "Living Arroyos Program"

SUMMARY:

- In August 2006, the Zone 7 Board adopted the Stream Management Master Plan which includes integrated water resource management and operation of the Chain of Lakes.
- Zone 7's Board of Directors adopted Values of the organization in September 2012, which include commitments to "pursuing community partnerships and collaboration with other area public agencies when beneficial to the public," and "preserving and enhancing the environment while complying with regulations."
- Zone 7 has also identified Strategic Planning Priorities, revised and approved by the Board of Directors in October 2012, which include goals of cooperation, collaboration and environmental enhancement ("2.5 Cooperate and collaborate where necessary and beneficial with various state and federal agencies in fisheries restoration and related environmental enhancement efforts.").
- The proposed Multi-Party Master Agreement among the City of Livermore, Urban Creeks Council, and Zone 7 is specifically for the purposes of initiating a public volunteer and apprenticeship program that engages the community in the stewardship of local streams within the Upper Alameda Creek Watershed and achieving maximum benefits with minimum costs.
- Livermore, UCC, and Zone 7 wish to work together to leverage resources and maximize effectiveness in achieving the goals of the program, which include:
  - Increase opportunities for local residents of all ages to engage in hands-on stewardship of natural resources, and to have contact with nature close to home;
  - Increase public awareness of important watershed issues;
  - Improve habitat and water quality of local streams while maintaining and enhancing both public safety and regional flood protection;
  - Strengthen public/private partnerships within the community.

FUNDING:
Funding for this agreement is from Fund 200 – General Fund/Flood Control and Fund 210 – Flood Protection & Stormwater Drainage DIF.

RECOMMENDED ACTION:
Adopt the attached resolution authorizing the General Manager to negotiate and execute the three-year Partnership Agreement among Zone 7, City of Livermore, and Urban Creeks Council for the Living Arroyos Program in a not-to-exceed amount of $415,000.

ATTACHMENTS:

- Memorandum providing additional background information and Resolution
- Agreement and Exhibits

Interoffice Memo

Date: July 17, 2013
To: Jill Duerig, General Manager
From: Carol Mahoney, Integrated Planning
Subject: Multi-Party Master Agreement with City of Livermore and Urban Creeks Council for "Living Arroyos Program"

BACKGROUND:
There are approximately 120 miles of major creeks, streams, and arroyos within the Livermore-Amador Valley. Zone 7 is responsible for controlling and managing the storm water that flows into the Alameda Creek watershed for flood protection, erosion control and sediment control purposes and provides flood protection and storm water drainage improvements, facilities and services for residents, businesses, visitors, and employees within the Zone 7 Service Area comprised of the Cities of Dublin, Pleasanton and Livermore as well as unincorporated areas of eastern Alameda County. Zone 7 currently owns, manages and maintains approximately 37 miles of both improved and unimproved channels, ranging from engineered trapezoidal-shaped, natural soil and concrete-lined channels to natural creeks, and related flood protection and storm water control facilities. With the adoption of the 2006 Stream Management Master Plan (SMMP) and associated Master Environmental Impact Report, Zone 7 established a set of multidisciplinary goals and objectives that addressed not only flood protection and storm water drainage, but also erosion and sedimentation, water supply, water quality, habitat and environment, trails and recreation, and public education. At that time, the SMMP emphasized that flood protection had made a fundamental shift:

"In recent years, there have been a number of changes that impact the way agencies approach the management of streams and flood control channels. These include regulatory changes that affect nonpoint source water quality and stormwater runoff, impacts associated with development in floodplains and adjacent to streams, increased public interest in habitat protection and enhancement, and public demand for access to flood control channels and stream right-of-ways for recreational purposes. As a result of these changes, the SMMP has been developed as a multi-benefit program to address not only flood and stormwater drainage protection issues, but also to identify opportunities for other local agencies to coordinate their projects with Zone 7's stormwater management and flood control projects, and to address other issues affecting management of the streams and arroyos such as habitat, water quality, and recreation."

In 2010, the Zone 7 Board authorized the General Manager to negotiate and execute an agreement with the City of Livermore for the El Charro Specific Plan flood protection improvements, which included not only channel improvements, but also floodplain preservation, land dedications, and environmental enhancements. Through that partnership, portions of SMMP Project R.5-3 for the Arroyo Las Positas were refined and constructed. These initial facilities are a part of the necessary improvements that will allow flood waters to be detained in the Chain of Lakes.

In recent discussions with the City regarding upcoming and on-going projects, Zone 7 staff determined that a mutual partnership could facilitate community education and involvement with local streams while furthering the construction, maintenance, and monitoring of projects in the Livermore-Amador Valley. Urban Creeks Council (UCC) has been a non-profit partner working with Zone 7 on projects since 2009, and brings to the partnership the expertise to recruit and manage a successful community engagement program, having undertaken a similar program in Contra Costa County in recent years. They also have staff that are experienced in stream ecology and riparian environments, which rounds out the City's and Zone 7's engineers, geologists, and planners.

The "Living Arroyos Program" is envisioned as a means to explore long-term vegetation management strategies across the Valley that increases opportunities for local residents to engage in hands-on stewardship and establish relationships to the streams in their backyards. The program also seeks to engage local college students as intern 'apprentices' who will be instructed by the experienced staff of UCC on stream management techniques and then allowed to interact with and guide the volunteers. The initial program has been coordinated internally with Flood Control and Communications staff and externally with the City of Livermore to address near-term opportunities for collaboration on routine maintenance activities, mitigation, stream enhancement, and other habitat concerns. This program is not meant to supersede Zone 7's long-term maintenance or project mitigation strategies, but is designed to augment both while increasing awareness of Zone 7's on-going efforts to provide effective flood protection as part of integrated water resource management for the Valley.

DISCUSSION:

To achieve successful long-term stream management and increase community engagement the Livermore, Zone 7 and the Urban Creeks Council collectively seek to enter a partnership agreement to:

- Increase opportunities for local residents to engage in hands-on stewardship of natural resources and to have contact with nature close to home;
- Increase public awareness of important watershed issues;
- Improve habitat and water quality of local streams while maintaining and enhancing both public safety and regional flood protection;
- Strengthen public/private partnerships within the community.

These objectives relate to Zone 7's "Values" that include commitments to "pursuing community partnerships and collaboration with other area public agencies when beneficial to the public," and "preserving and enhancing the environment while complying with regulations;" and further meets the Strategic Planning Priority – 2.5 "Cooperate and collaborate where necessary and beneficial with various state and federal agencies in fisheries restoration and related environmental enhancement efforts."

Urban Creeks Council (UCC) is a non-profit organization that has been a pioneer in the field of urban stream restoration and management since 1984 with a mission to preserve, protect and restore urban streams. UCC has successfully managed interns from local colleges and volunteers within local communities to restore, maintain and monitor creeks in their neighborhoods. UCC is seeking to do the same in the Tri-Valley and has agreed to fund half of the program cost of the Living Arroyos Program through in-kind labor and material resources.

The City of Livermore and Zone 7 have a history of successful collaboration. Livermore was an important partner in our public stakeholder process during the SMMP outreach. After this plan was approved in 2006, Livermore and Zone 7 collaborated successfully on the regional flood protection improvements within the El Charro Specific Plan area and entered into an agreement, which was approved by the Board in December 2010 and finalized in 2011. In 2009, Zone 7 and UCC began working on various projects including the update to SMMP projects. UCC has repeatedly assisted Zone 7 in obtaining grants to assist Zone 7 staff in understanding, managing, and planning for future stream projects. Their experience and labor resources will be used to assist the partners with mitigation planting, mitigation area identification, maintenance, monitoring and reporting to meet permit requirements. By entering into a partnership agreement each of the partners hopes to leverage funding, expertise and resources to accomplish long-term, multi-benefit stream management, while promoting public education and involvement in long-term creek stewardship and a better understanding of the flood and stormwater system in the Valley.

The agreement contains the following terms, among others:

- The Program agreement has been set up in such a way that other agencies who own streams in the Tri-Valley could join the Program in the future.
- Urban Creeks Council (UCC) contributes one-half of the total program cost for partner projects in in-kind labor and materials as identified in the annual workplan. UCC agrees to be the 'managing partner' using experienced and certified staff to coordinate, supervise and manage apprentices and volunteers.
- Zone 7 agrees to be the Fiscal Agent for the program for the first three years, and to grant access to partners for program implementation.
- Program costs are calculated based on length of stream channels owned or managed within, relative to the total owned or managed by all partners within the project area. These percentages may be modified if other partners join the Program in the future. Overall benefit is agreed to be roughly proportional to the contribution. Zone 7's Program contribution is 36.7% of the total cost of the program. City's Program contribution is 13.3% of the total cost of the program.
- UCC is allocating their time to the Program based on their actual expenses with no markup or profit margin, except those for non-partner projects. Non-partner projects will be charged according to a separate rate schedule that is set forth in the workplan. Income earned in excess of costs through the completion of non-partner projects will be set against overall Program cost in order to reduce costs for partners in the next Program year.

Projects were carefully considered and the limitations and liability of working with members of the public were reviewed and addressed. Zone 7, Livermore and UCC have determined that some tasks should only be performed by experienced and paid staff members from UCC. Volunteer activities will be confined to those activities that pose the least risk to the public such as planting, weeding, watering, monitoring, minor debris removal and minor pruning or invasive plant removal. For year two, it was estimated that Zone 7 could use this Program to install any required mitigation plantings and irrigation system for SMMP Project R.1-7 (Arroyo Las Positas Improvements @ Vasco Road), continue to maintain and monitor the Stanley Reach, and/or possibly maintain portions of Tassajara Creek, Arroyo Del Valle, Alamo Creek, Pleasanton Canal – as appropriate and timely.

Although many project sites throughout Zone 7's jurisdiction were evaluated, the initial workplan includes projects that were deemed to be the best suited to initiate the Living Arroyos Program for Year 2013-14. Zone 7's primary project is the Arroyo Mocho – Stanley Reach. This project was selected for public participation because of the timing of construction, ease of access, proximity to surrounding neighborhoods, and the nature of the work available to volunteers. The site offers opportunities for the volunteers and student apprentices to install plants, provide vegetation maintenance (watering/weeding), monitor survival, and assist in general debris removal. Should the Stanley Reach site not provide enough activities to cover the program year, other Zone 7 owned sites are on the list that can be added. Due to the nature of the work at these other sites, access for volunteers may be limited. Zone 7 staff anticipate that planned construction of SMMP Project R.1-7 (Arroyo Las Positas @ N. Vasco Road) in the next year may provide future opportunities for community involvement similarly to the Stanley Reach project. Other CIP projects will be evaluated as they near construction to see if they provide similar opportunities.

The City of Livermore selected two sites for their activities which include 1.) Galaxy Court Flood Protection and trail bridge improvement (along the Arroyo Las Positas between the Altamont Creek and Bluebell Drive) tree planting and mitigation planting, maintenance, monitoring and reporting; and 2.)

Airway Blvd. Culvert Desilting – mitigation maintenance, monitoring and reporting. Due to the nature of the work associated with these sites, only two volunteer days will be undertaken at the Galaxy Court location. The remaining work will be conducted by UCC staff and apprentices.

The last project included in the Workplan for Year 2013-14 is a non-partner project from Alameda County Surplus Property Authority (ACSPA). The construction of the Stoneridge Drive Bridge over the Arroyo Mocho required mitigation planting, maintenance, monitoring and reporting. In addition to the $268,000 funding that ACSPA is providing to the Stanley Reach project to cover their offsite mitigation requirements (under the agreement approved by the Board in March 2013), they also requested to be included in the Workplan for related activities near the bridge site. Their contribution will be assessed on a separate rate schedule (per the agreement among the partners) and any profit will be added to the Program in the subsequent year. The estimated project cost is approximately $30,000 for UCC staff and student apprentices to perform the work. No volunteer activities are planned at this site.

FISCAL IMPACTS AND FUNDING:

The "Living Arroyos Program" was still under discussion at the time of budgeting for fiscal year 2013-2014; therefore, potential funds were estimated and incorporated within two locations of the Board-approved FY13/14 Budget: Fund 200 – General Fund/Flood Control and Fund 210 – Flood Protection & Stormwater Drainage DIF through line-items "Stanley Reach Planting, Maintenance & Monitoring" and "Reach 3-5 Arroyo Mocho @ Stanley."

The purpose of estimating the budget in this way was to offer flexibility in either establishing the Program and leveraging costs at Stanley Reach or not establishing the Program and accomplishing the planting and maintenance needed for Stanley Reach through contractors alone. The funding request in the FY13-14 budget was included under the Stanley Reach line-items because it was the first project identified to benefit from the potential Program and funding for plant installation and establishment was necessary regardless of the method used. Total Board-approved budget for FY13-14 for "Reach 3-5 Arroyo Mocho @ Stanley" is $415,000. This anticipates that the funds will be encumbered for use in the installation and monitoring of plants at the Stanley Reach by either the Living Arroyos Program or by a contractor. Because the Living Arroyos Program brings additional outside funding through grants and local donors, other sites beyond Stanley Reach can be planted, monitored or maintained for that same amount of funding from Zone 7 as would have been spent for just one site. Likewise, the Program offers other benefits in that it engages the community and explores alternatives to long-term maintenance of vegetated channels.

The following table shows the estimated expenditure for the Living Arroyos Program for Program Year 2013-14 along with the funding pledged by UCC as matching funds and grants.

FY 2013-2014	Total	Zone 7 Water Agency	UCC (Match)
Program costs	215,515	92,874	122,641
Project costs	34,865	4,863 (Stanley)	30,002 (Grant)
Total	250,379	97,737	152,643

In Program Year 2013-14, roughly $5,000 are direct Project costs to Zone for items to be installed at the Stanley Reach site that would not be relocatable to other sites (e.g. plants and seeding). Urban Creeks Council received a grant through the Estuary 2100 Program for planting activities at the Stanley Reach site and will be contributing roughly $30,000 to the project.

The estimated annual Program costs were assumed to be $100,000 for budgeting purposes, which allows for a seven percent contingency over the first year's estimate of $92,874. Staff evaluated various sites that may be included in the Program in the future including upcoming CIP projects and on-going maintenance reaches. A total three-year Program cost has been estimate at $415,000 to cover both the cost of being in the program ($100,000/year x three years) and the potential costs of unanticipated project needs ($115,000). Specific project costs include such things as irrigation systems, container plants, seeds or any item that will remain with the site.

RECOMMENDED ACTION:

Adopt the attached resolution authorizing the General Manager to:

1.) Negotiate and execute the three-year Partnership Agreement among Zone 7, City of Livermore, and Urban Creeks Council for the Living Arroyos Program; and
2.) Adopt an annual workplan for the Living Arroyos Program for each fiscal year this agreement is in force; and
3.) Authorize Zone 7's contribution to the Living Arroyos Program not-to-exceed $415,000 total for the three-year period the agreement is in force.

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS

RESOLUTION NO.

INTRODUCED BY
SECONDED BY

LIVING ARROYOS PROGRAM

WHEREAS, Zone 7, City of Livermore and Urban Creeks Council (UCC) staff have been in negotiations regarding coordination of long-term flood protection improvements and maintenance, riparian enhancements, channel restoration, and community involvement in stream management and stewardship proposed as a part of the Living Arroyos Program and have reached tentative agreement on the final elements of the Partnership Agreement; and

WHEREAS, Livermore, Zone 7 and the Urban Creeks Council collectively seek to enter a partnership agreement to:

- Increase opportunities for local residents to engage in hands-on stewardship of natural resources and to have contact with nature close to home;
- Increase public awareness of important watershed issues;
- Improve habitat and water quality of local streams while maintaining and enhancing both public safety and regional flood protection; and
- Strengthen public/private partnerships within the community; and

WHEREAS, the Living Arroyos Program meets several goals of Zone 7's 2006 Stream Management Master Plan, September 2012 Vision and Values statement, and October 2012 Revised Strategic Planning Priorities; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby authorizes the General Manager to negotiate and execute the Partnership Agreement among Zone 7, City of Livermore, and Urban Creeks Council for the Living Arroyos Program; and

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the General Manager to adopt an annual workplan for the Living Arroyos Program for each fiscal year this agreement is in force; and

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the General Manager to authorize Zone 7's contribution to the Living Arroyos Program in a not-to-exceed total amount of $415,000 for the three-year period the agreement is in force.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of Alameda County Flood Control and Water Conservation District on July 17, 2013.

By: ______________________________
President, Board of Directors

MULTI-PARTY MASTER AGREEMENT AMONG
CITY OF LIVERMORE, URBAN CREEKS COUNCIL AND
ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
FOR THE "LIVING ARROYOS" PROGRAM

This Multi-Party Master Agreement (Agreement) among the City of Livermore (City), Urban Creeks Council (UCC), and Zone 7 of the Alameda County Flood Control and Water Conservation District (Zone 7) is specifically for the purposes of initiating a public volunteer and apprenticeship program that engages the community in the stewardship of local streams within the Upper Alameda Creek Watershed.

In consideration of the mutual promises and covenants herein contained, the Partners agree to the following:

SECTION A: RECITALS

1. City, UCC, and Zone 7 all seek to:

    - Increase opportunities for local residents of all ages to engage in hands-on stewardship of natural resources, and to have contact with nature close to home;
    - Increase public awareness of important watershed issues;
    - Improve habitat and water quality of local streams while maintaining and enhancing both public safety and regional flood protection;
    - Strengthen public/private partnerships within the community.

2. It has been found that successful restoration of natural habitats in urban areas requires long-term engagement and stewardship.

3. City is the local planning authority that encompasses over 26 square miles, serves more than 83,000 residents and owns or maintains roughly 12 miles of channels and streams within city limits.

4. The City Council has identified Goals & Strategic Priorities for 2012-2014, which include the goals of Community Engagement – "to further strengthen community connections and engage residents," and Quality of Life – "to enhance public safety and improve the quality of life for Livermore residents."

5. UCC is a tax-exempt non-profit organization that has been a pioneer in the field of urban stream restoration and management since its founding in 1984.

6. UCC's mission is "to preserve, protect, and restore urban streams."

7. Zone 7 is the local water supply and flood protection agency whose service area encompasses approximately 425 square miles, serves over 200,000 residents and owns or maintains approximately 37 miles of channels and streams.

8. Zone 7's Board of Directors identified Values of the organization in September 2012, which include commitments to "pursuing community partnerships and collaboration with other area public agencies when beneficial to the public," and "preserving and enhancing the environment while complying with regulations."

9. Zone 7 has also identified Strategic Planning Priorities, revised and approved by the Board of Directors in October 2012, which include goals of cooperation, collaboration and environmental enhancement ("2.5 Cooperate and collaborate where necessary and beneficial with various state and federal agencies in fisheries restoration and related environmental enhancement efforts.").

10. The Stream Management Master Plan (SMMP), which was approved in August 2006 by the Zone 7 Board of Directors after an extensive public stakeholder process including input from local cities and community groups, includes the following goals and objectives:

<table>
<tr><th>Goals</th><th>Objectives</th></tr>
<tr><td rowspan="2">Protect and enhance water quality of streams and groundwater.</td><td>Coordinate with local and regional agencies to eliminate impaired water body designations.</td></tr>
<tr><td>Provide adequate water quality to sustain native fisheries and other aquatic life.</td></tr>
<tr><td rowspan="4">Protect and enhance aquatic and riparian habitat associated with streams and wetlands.</td><td>Integrate environmental and habitat requirements into projected water management practices.</td></tr>
<tr><td>Promote sustainable, native habitats wherever possible.</td></tr>
<tr><td>Preserve and enhance stream buffers and riparian areas.</td></tr>
<tr><td>Protect existing and create new wetlands for multiple use.</td></tr>
<tr><td rowspan="4">Promote recreational, alternative transportation, and public education opportunities along streams and the Chain of Lakes.</td><td>Promote community involvement in stream stewardship.</td></tr>
<tr><td>Provide educational opportunities for students and the general public.</td></tr>
<tr><td>Protect or enhance visual resources along streams.</td></tr>
<tr><td>Incorporate public safety measures into recreational features along streams and Chain of Lakes.</td></tr>
</table>

11. City and Zone 7 have recently collaborated successfully on the El Charro Specific Plan, which includes a comprehensive, long-term stream restoration and management element.

12. Zone 7 and UCC are presently collaborating on stream restoration and management projects as well as the update of the SMMP.

13. City, UCC, and Zone 7 wish to work together to leverage resources and maximize effectiveness in achieving the goals set out in the first clause of these Recitals.

SECTION B: OBJECTIVES AND DEFINITIONS

1. City, UCC, and Zone 7 are the founding partners (PARTNERS) and hereby establish the Living Arroyos Program (PROGRAM) to engage volunteers and apprentices from the community in the stewardship of streams and riparian areas within the jurisdiction of the PARTNERS. The PARTNERS anticipate that, at some point following execution of this AGREEMENT, other public entities may wish to participate in the PROGRAM. Other public entities may become a Party to this AGREEMENT by (i) passing a resolution of its City Council or Governing Board by which it agrees to all the terms of this Agreement, (ii) executing the Signature Page for

Additional Partner attached hereto (Attachment A), and (iii) providing notice of these actions pursuant to Section 12 below. Upon satisfaction of these respective three conditions, such other public entity shall become a PARTNER effective thirty (30) days after giving notice.

2. The area served by the PROGRAM (PROGRAM AREA) is defined by those streams within the Zone 7 Service Area that are within the urban growth boundary and more specifically shown in **Figure 1**.

3. The PARTNERS are specifically defined as those entities that pledge to provide resources toward the fulfillment of the PROGRAM'S goals. The PARTNERS agree to pursue consensus decisions in matters related to the PROGRAM wherever possible. Where consensus cannot reasonably be reached despite efforts to do so, a majority of PARTNERS may make decisions regarding the conduct of the PROGRAM.

4. The PROGRAM is intended to create a mechanism to engage the community, with the assistance and guidance of professional staff and apprentices, in stewardship of the streams and waterways of the PROGRAM AREA. PROGRAM elements include, but are not limited to, the following:

    a. Labor, provided by program staff, apprentices, and community volunteers;
    b. Tools and equipment intended to be used at more than one site;
    c. Equipment storage;
    d. Volunteer supplies;
    e. Communications; and
    f. Travel expenses.

5. The PROGRAM shall consist of one or more PROJECTS, that is, activities of defined scope and duration that are intended to advance the goals of the PROGRAM.

6. PROJECTS to be included in the WORKPLAN shall be selected by the PARTNERS. PROJECTS whose proponent is a PARTNER (PARTNER PROJECTS) shall be given priority in the development of the WORKPLAN. Any PARTNER may veto any PROJECT undertaken on that PARTNER's property at any time for any reason, with or without cause.

7. Projects whose proponents are not partners (NON-PARTNER PROJECTS) may be included from time to time in the WORKPLAN by consent of the PARTNERS and because the project will substantially advance the goals of the PROGRAM. Any PARTNER may veto any NON-PARTNER PROJECT undertaken on that PARTNER's property at any time for any reason, with or without cause.

8. Upon approval by a majority of the PARTNERS, UCC shall contract separately with NON-PARTNER PROJECT proponents and obtain any and all necessary access agreements, licenses and/or access permits that such NON-PARTNER PROJECT might require, including, as

appropriate, those from non-participating PARTNERS. PARTNERS agree to permit UCC to use PROGRAM resources to carry out NON-PARTNER PROJECTS with the understanding that fees charged to non-partners in excess of UCC's actual costs shall be applied toward the annual PROGRAM budget, thereby lowering total costs for PARTNERS, defined further in Section D, Item 3.

9. A workplan (WORKPLAN) will be created and approved annually by the PARTNERS, and will include, but not be limited to, the following:

    a) Description of the PROJECTS (including any NON-PARTNER PROJECTS) included in that PROGRAM YEAR
    b) Description of roles and responsibilities of the PROGRAM staff, apprentices, and volunteers
    c) Estimated number of staff, intern, and/or volunteer hours per PROJECT
    d) Description of other activities in support of the PROGRAM (e.g., outreach, administration)
    e) Schedule of work items
    f) Budget including both PROGRAM costs and PROJECT costs that have been agreed upon by the PARTNERS may be included in the WORKPLAN.

        a. PROGRAM costs include the following:

            i. Staff salaries and benefits;

            ii. Intern stipends;

            iii. Purchase or rental of equipment that can be used for multiple projects; equipment storage; and consumable supplies related to the volunteer and/or intern programs;

            iv. Travel and other miscellaneous expenses directly related to the PROGRAM ;

            v. Overhead not exceeding 22% of total staff salaries and benefits (basis for calculation shall not include staff costs contributed in-kind); and

            vi. Communication activities and elements to ensure consistent messaging among PARTNERS and to the public.

        b. PROJECT costs include:

            i. Any elements that remain with the PROJECT site, e.g. irrigation systems, signage, plants, planting supplies, etc.;

ii. Contractors engaged to carry out PROJECT-specific tasks, e.g. hydroseeding, installation of irrigation systems, etc.

10. For the term of this AGREEMENT, one PARTNER will act as the financial coordinator (FISCAL AGENT) and collect and administer the funds necessary to implement the PROGRAM, and one PARTNER will act as the overall PROGRAM coordinator (MANAGING PARTNER). Should it become necessary during the course of this AGREEMENT, these roles may be shifted among the PARTNERS by mutual agreement.

11. The PROGRAM year (PROGRAM YEAR) shall be July 1st through June 30th. PROGRAM success shall be evaluated at the Annual Meeting conducted prior to the end of the PROGRAM YEAR.

SECTION C: PARTNER OBLIGATIONS

1. Zone 7 agrees to be the FISCAL AGENT of the PROGRAM during the initial three-year period. PARTNERS who own stream miles within the PROGRAM AREA will elect subsequent fiscal agents per Section B, Item 3.

2. UCC agrees to be the MANAGING PARTNER for implementing the PROGRAM; UCC shall carry out PROGRAM tasks, and measure and report annually on PROGRAM accomplishments to the PARTNERS in the spring of each year. UCC shall procure and manage materials, services and subcontractors necessary to implement the PROGRAM. UCC will prepare an annual WORKPLAN and provide to the PARNTERS 60 days prior to the end of the PROGRAM YEAR. The WORKPLAN shall include a description of the roles and responsibilities of PROGRAM STAFF, apprentices, and volunteers. **Exhibit A** is the WORKPLAN for the first year.

3. Managing Partner (UCC), including apprentices and volunteers, with the help of the PARTNERS will abide by permit requirements and PROJECT special provisions (Exhibit B) and make every effort to achieve required permit mitigation outcomes as detailed in WORKPLAN. PARTNERS agree that natural systems such as streams and riparian areas are inherently unpredictable and understand that management outcomes cannot be guaranteed. PARTNERS agree that although permit holders will be held to permit requirements for PROJECTS that PARTNERS will assist in remedying management to meet mitigation outcomes and provide for long term mitigation management.

4. WORKPLAN shall include separate documentation of site specific special provisions such as requirements to monitor the site for special status species and stipulations regarding permitted work hours for each site; as shown in **Exhibit B**.

5. PARTNERS shall be either self-insured or meet the requirements of Insurance as set forth in **Exhibit C**. The MANAGING PARTNER shall add the other PARTNERS as additionally insured and provide such certificates to the PARTNERS prior to beginning any work identified in the WORKPLAN.

6. All volunteer participants in the PROGRAM shall sign a waiver (**Exhibit D**). Original copies of waivers will be collected and retained by MANAGING PARTNER, with electronic copies provided to the other PARTNERS. The MANAGING PARTNER shall have the right to revoke any volunteer participant's access to a site should that participant refuse to abide by site rules, cause safety hazard to others or themselves or not follow the terms of Exhibit B or Exhibit D.

7. MANAGING PARTNER shall conduct the PROGRAM in such a way as to provide the following services to the PARTNERS:

Service	**Provided By**
Coordinate communications and outreach with PARTNERS	PROGRAM staff
Assist PARTNERS in PROJECT identification, definition, and development	PROGRAM staff
Initial site preparation, planting, and watering	PROGRAM staff, apprentices, volunteers
On-going maintenance (e.g. watering, weeding, trimming, trash and minor debris removal, off-haul and disposal)	PROGRAM staff, apprentices, volunteers
Monitoring and data collection	PROGRAM staff, apprentices, volunteers
Restoration and management reporting	PROGRAM staff

8. Tasks and elements specifically outside the scope of the PROGRAM include but are not limited to: project design; preparation of environmental permit applications, biological opinions, CEQA documents; construction management; field surveys; plant propagation; design, installation, and maintenance of irrigation systems; design, construction, and installation of signage; preparation of funding proposals other than those necessary to secure UCC's contribution to the PROGRAM, etc.

9. The PARTNERS may mutually agree to amend the WORKPLAN at any time during the course of the year.

10. No PROGRAM work shall be initiated by the MANAGING PARTNER prior to written approval (electronic mail acceptable) of the WORKPLAN from the other PARTNERS. PARTNERS agree to undertake all reasonable actions (e.g. prioritizing WORKPLAN review in staff assignments) to ensure that the Workplan is approved prior to the start of the PROGRAM YEAR.

SECTION D: FINANCIAL OBLIGATIONS

1. UCC agrees to contribute a minimum of 50% of the overall PROGRAM cost each year, which it will secure from private contributions, government grants, or other sources. Any costs that are determined to be outside of the PROGRAM or associated with NON-PARTNER PROJECTS are to be funded by the Project proponents and are not subject to the match requirement pledged by UCC. Specific contributions shall be defined in the budget of the WORKPLAN.

2. All PROGRAM costs shall reflect UCC's actual expenses with no markup or profit margin, except those for NON-PARTNER PROJECTS.

3. NON-PARTNER PROJECTS shall be charged according to the Schedule of Rates set forth annually in the WORKPLAN. Income earned in excess of costs through the completion of NON-PARTNER PROJECTS will be set against overall PROGRAM cost in order to reduce costs for PARTNERS.

4. Changes in PROGRAM costs from year to year shall be agreed upon by the PARTNERS during the annual review of the WORKPLAN, and each PARTNER's contribution shall be adjusted accordingly.

5. The PARTNERS shall contribute to the total PROGRAM cost in the following percentages: City of Livermore 13.3%, UCC 50%, and Zone 7 36.7%. The share of the total PROGRAM cost for PARTNERS other than UCC is calculated proportionate to the length of stream channels owned or managed within the PROJECT AREA, relative to the total owned or managed by all PARTNERS within the PROJECT AREA. These percentages may be modified if other partners join the PROGRAM in the future.

6. The intent of the PROGRAM is that PARTNERS should benefit in proportion to their contributions, e.g., a Partner contributing 25% of the budget of the PROGRAM should on average receive 25% of the effort expended, measured in staff, intern, and volunteer person-hours, by the PROGRAM. The PARTNERS acknowledge that stewardship and engagement of volunteers for any creek in the watershed benefits all in the watershed, so that all benefit in proportion to the length of creeks in their jurisdiction.

7. PARTNERS, other than UCC, agree to contribute within 60 days of the date of approval of the WORKPLAN to the FISCAL AGENT a payment equal to their share of the PROGRAM cost and any additional PROJECT costs identified in the WORKPLAN. FISCAL AGENT agrees to hold in trust and apply funds received from the PARTNERS solely for use on the PROGRAM.

    a. In the event that the contributions from PARTNERS in one year exceed the actual PROGRAM costs for that year, the surplus funds shall be carried over to the next year, and the PARTNERS' contributions in that subsequent year shall be reduced to reflect the carryover of funds. Any carryover of funds shall be attributed proportionally to all PARTNERS.

b. In the event that UCC is not able to perform the PROJECTS identified in the WORKPLAN for the budgeted cost due to unexpected circumstances, the PARTNERS may make additional contributions using the following procedure.

   i. UCC shall, in writing, identify the extent of the funding shortfall and identify the additional funding needed to complete the WORKPLAN for the year.

   ii. The PARTNERS shall promptly meet and confer to determine whether to contribute additional funds and, if so, in what amount(s). Additional contributions shall be made promptly to the FISCAL AGENT.

   iii. In the event that the PARTNERS decide not to make additional contributions, UCC shall complete the year's WORKPLAN to the best of its ability using previous contributions.

8. The MANAGING PARTNER shall invoice the FISCAL AGENT on a monthly basis for the costs necessary to run the PROGRAM and any other PROJECT costs. PROJECT costs shall be listed separately on the invoice. Should at any time the cost of the PROGRAM or PROJECTS appear likely to exceed the annual budget identified in the WORKPLAN, the MANAGING PARTNER shall notify the FISCAL AGENT immediately.

SECTION E: GENERAL PROVISIONS

1. PARTNERS shall indemnify, defend, save, protect and hold harmless other PARTNERS, their governing bodies, officers, employees, representatives and agents ("Indemnitees") from any and all demands, losses, claims, costs, suits, administrative proceedings, liabilities, fines, penalties, judgments and expenses for any damage, injury or death (collectively "Liability") arising directly or indirectly from or in connection with the Project or its implementation and the performance of its obligations under the AGREEMENT which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of other PARTNERS, their officers, employees, agents, contractors, subcontractors, consultants, subconsultants, or any person under its direction or control.

2. MANAGING PARTNER shall not (a) use, generate, or store, or allow its employees, contractors, agents or PROGRAM participants to use, generate, or store any hazardous materials on PROGRAM sites, except for those materials required to perform the work under the WORKPLAN and in compliance with all federal, state and local laws and regulations for the protection of the environment, human health and safety, as now in effect or hereafter amended

(hereinafter "Environmental Laws"); or (b) release or dispose of, or allow its employees, contractors, agents or PROGRAM participants to release or dispose of, any hazardous materials on PROGRAM sites. "Hazardous Materials" are those materials now or hereafter (a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.) or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.); (b) listed in the Hazardous Substances List, Title 8, California Code of Regulations, G.I.S.O. Section 337-339, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of the above Code; (c) characterized, regulated or subject to permitting or warning requirements as hazardous or toxic materials, substances, chemicals, pollutants, contaminants or wastes, or as materials for which removal, remediation or disposal is required, under any environmental laws; or (d) otherwise posing a present or potential hazard to human health, welfare or the environment.

3. In lieu of encroachment permits, this AGREEMENT confers on PROGRAM staff (as well as Apprentices and Volunteers, when accompanied by PROGRAM Staff) the right of access to PROJECT sites identified in the WORKPLAN as needed to carry out the activities described in the WORKPLAN. Exhibit B provides for any special provisions that may be site specific and shall be appended to the waiver (Exhibit D) to be signed by PROGRAM participants before allowing access to the site.

4. Nothing in this AGREEMENT, whether expressed or implied, is intended to confer any rights or remedies under this AGREEMENT to any persons other than the parties to it and their respective successors and assigns, nor is anything in this AGREEMENT intended to relieve or discharge the obligation or liability of any third persons to any party to this AGREEMENT, nor shall any provision give any third persons any right of subrogation or action over or against any party to this AGREEMENT.

5. Nothing in this agreement shall be construed as obligating City or Zone 7 in the expenditures of funds, or for the future payment of money, in excess of that stated herein. Likewise, nothing in this agreement shall be construed as obligating UCC in the securing of a share of funds in excess of that stated herein.

6. This writing constitutes the entire AGREEMENT among City, UCC, and Zone 7 relative to the PROGRAM.

7. This AGREEMENT will expire three years from the effective date unless otherwise negotiated and acted upon.

8. If, during, the life this AGREEMENT, it becomes necessary to amend or add to the terms and conditions, scope or requirements thereof, such amendment or addition shall only be made upon approval of the PARTNERS. It is City's, UCC's and Zone 7's understanding that other parties may wish to be included in the PROGRAM in the future and these additions can be

accommodated through amendments to this AGREEMENT during its effective time without making it void.

9. This AGREEMENT shall become effective when signed by the designated representatives of the parties hereto and shall remain in force until fully implemented by the parties unless earlier terminated in accordance with the following sentence. This AGREEMENT may be terminated by mutual agreement, or by any Partner upon thirty (30) days' notice in writing to the other of its intention to terminate upon the date indicated.

10. The PARTNERS act in an independent capacity in the performance of their respective functions under this AGREEMENT and no officer, agent, or employee of either party is to be considered the officer, agent or employee of the other.

11. This AGREEMENT may be executed in counterparts and the executed counterparts, taken together, shall have the force of a single contract.

12. Any notice under this AGREEMENT shall be in writing. A written notice or other document shall be deemed to have been duly given on the date of personal service or on the fifth business day after mailing, if the document is mailed by certified mail addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee:

To CITY:	City of Livermore Attn: City Engineer 1052 S. Livermore Avenue Livermore, CA 94550
To ZONE 7:	Zone 7 Water Agency Attn: General Manager 100 N. Canyons Parkway Livermore, CA 94551
To UCC:	Urban Creeks Council Attn: Executive Director 427 13th Street Oakland CA 94612

Each signatory warrants that he or she is fully authorized and competent to enter into this AGREEMENT in the capacity indicated by his or her signature and each party therefore agrees to be bound by this AGREEMENT upon the execution thereof by its respective signatory.

IN WITNESS THEREOF, the parties hereto have made and execute this AGREEMENT as of the date and year first written below.

____
G.F. Duerig
General Manager
Zone 7 Water Agency

Date:______________________________

____
Marc Roberts
City Manager
City of Livermore

Date:______________________________

____
Phil Stevens
Executive Director
Urban Creeks Council

Date:______________________________

Attachment A

SIGNATURE PAGE FOR ADDITIONAL PARTNER
TO THE MULTI-PARTY MASTER AGREEMENT
(LIVING ARROYOS PROGRAM)

The undersigned represents that it has passed a resolution of its Governing Board or Council by which it agrees to all the terms of this Agreement and has provided notice of these actions to the other PARTNERS.

CITY OF ______________________________

________________________________ ______________
City Manager Dated

____ (Organization)

________________________________ _______________
(Executive Officer) Dated

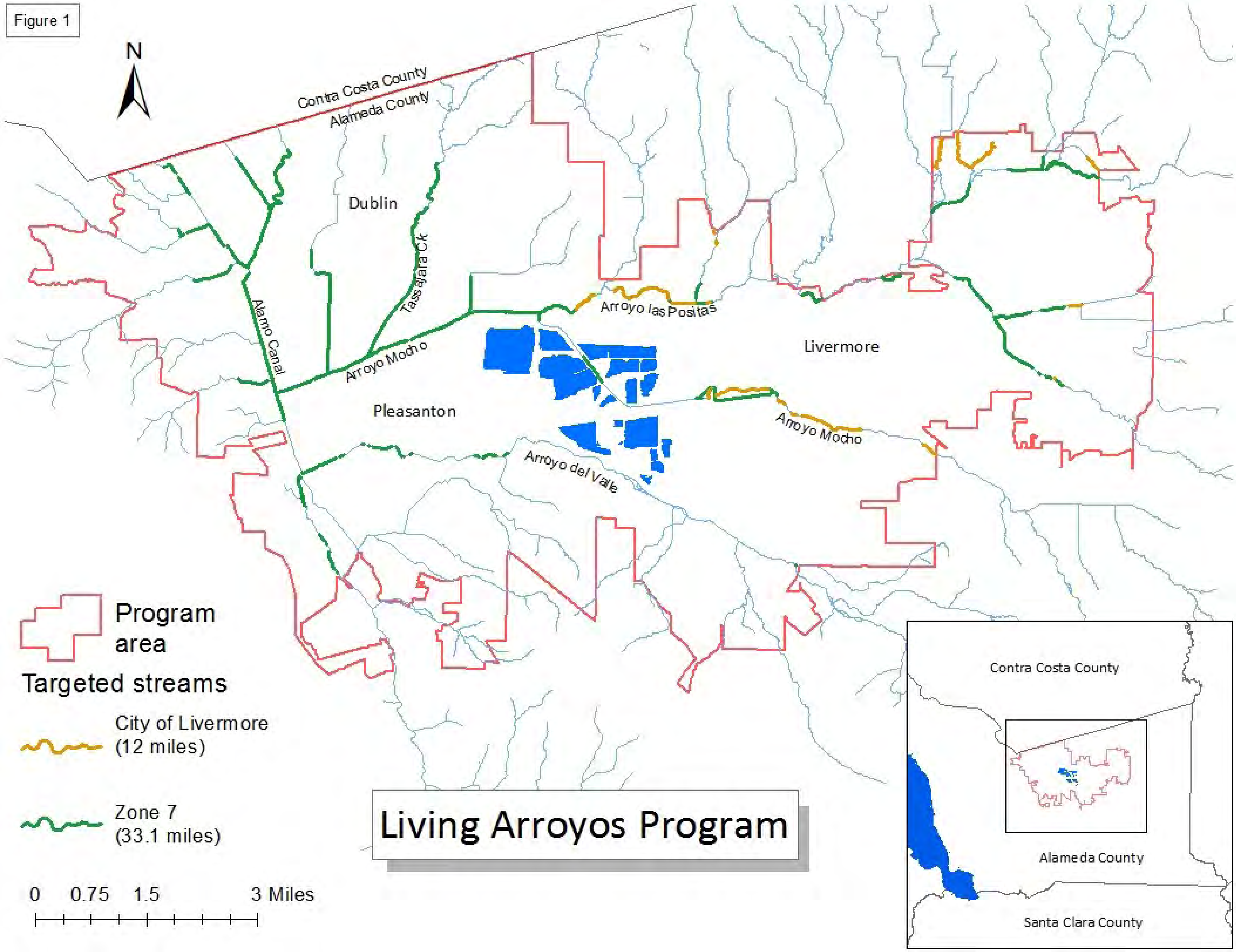


Figure 1
N
Contra Costa County
Alameda County
Dublin
Tassajara Ck
Alamo Canal
Arroyo Mocho
Arroyo las Positas
Livermore
Pleasanton
Arroyo Mocho
Arroyo del Valle
Program area
Targeted streams
City of Livermore (12 miles)
Zone 7 (33.1 miles)
0 0.75 1.5 3 Miles
Living Arroyos Program
Contra Costa County
Alameda County
Santa Clara County

Figure 1

Living Arroyos Program Workplan 2013-14

Program Elements Overview

Projects
The first year of the Living Arroyos program features four Projects, which taken together include restoration of nearly a mile and a half of stream length and more than 13 acres of riparian habitat. Three (Stanley Reach, Bluebell, and Airway) are Partner Projects; the fourth (Stoneridge Bridge) was proposed by the Alameda County Surplus Property Authority. (See below for Project descriptions.)

Personnel (see also Personnel Roles and Responsibilities, p. 9)

Volunteers
Engaging community volunteers in stream stewardship is a core goal of the Living Arroyos program. The workplan for 2013-14 includes a minimum of 32 volunteer workdays. The majority of these workdays will be targeted at the general public and take place on Saturdays, with additional weekday events that will be aimed primarily at corporate, church, and other “affinity” groups. The official program launch will take place on Saturday, October 5 at Bluebell. The hope is that this will be a large event, attracting 50+ volunteers.

Apprentices
Apprentices from Las Positas College (LPC) will be an essential element of the program. Apprentices will assist in a wide variety of tasks, including helping to manage volunteer workdays; harvesting acorns and willow stakes for planting in project sites; watering and weeding plants; and gathering scientific data. Apprentices will work three days a week for a twelve-week term; each Program Year will include three terms (fall, spring, and summer).

Staff
The Living Arroyos program in 2013-14 will have the following staff complement:

- Program manager (.6 FTE): Responsible for overall workflow and program performance. Manages apprenticeship program. Leads approximately 50% of the volunteer workdays.
- Senior ecologist (.6 FTE): Leads scientific studies incorporated into workplan. Provides field leadership and direction for apprentices. Leads approximately 50% of the volunteer workdays. Leads monitoring efforts and compiles required reports.
- Program coordinator (.8 FTE): Coordinates outreach and volunteer recruitment. Tracks volunteer participation for reporting purposes. Responsible for procurement of program and volunteer supplies.

Project Descriptions

<table>
<tr><td colspan="3">Project Name
Arroyo Las Positas at Airway Blvd</td><td colspan="2">Estimated Project Budget
$0</td></tr>
<tr><td colspan="3">Stream Name
Arroyo Las Positas</td><td colspan="2">Project Location
Airway Boulevard bridge over Arroyo Las Positas</td></tr>
<tr><td colspan="3">Project Length (ft)
200 (including 100 ft beneath bridge)</td><td colspan="2">Project Area (acres)
.0854</td></tr>
<tr><td colspan="5">Project Goal
To restore approximately 3,700 square feet of native riparian and wetland vegetation following desilting of the culverts under the bridge. See City of Livermore. Mitigation and Monitoring Plan. Airway Boulevard Culvert Desilting Project. Prepared by ICF Apprenticeational. (MMP)</td></tr>
<tr><td colspan="5">Project Scope for 2013-14
Maintenance: Control weeds (hand weeding and/or string trimmer) in late fall (November-December), late winter (February-March), and late spring (May-June).
Provide supplemental irrigation (hand watering) if plant condition indicates it is necessary (weekly in hot weather, monthly in cool, dry conditions).

Monitoring: (Riparian zone) Assess percent survival and percent vigor, by species. Riparian monitoring is to be carried out in September or October. (Wetland): Assess percent vegetative cover by species and wetland indicator. Wetland vegetation will be monitored in May or June. See MMP for specific monitoring methods and evaluation criteria.

Photodocumentation: Photodocumentation stations indicated on the construction documents will be permanently marked (if this has not already been carried out), and photographs will be taken sufficient in number and quality to ensure that a visual record of the site condition at the time of monitoring is retained.

Reporting: Prepare an annual monitoring report and submit it to the City of Livermore no later than October 30, 2013.</td></tr>
<tr><td colspan="5">Estimated Number of Work Days</td></tr>
<tr><td colspan="2">Staff: 7 (4 monitoring, 3 maintenance)</td><td colspan="2">Apprentices: 3 (3 maintenance)</td><td>Volunteers: 0</td></tr>
</table>

<table>
<tr><td colspan="2">Project Name
Arroyo Las Positas at Bluebell</td><td>Estimated Project Budget
$20,000</td></tr>
<tr><td colspan="2">Stream Name
Arroyo Las Positas</td><td>Project Location
Bluebell Drive at Springtown Golf Course, Livermore</td></tr>
<tr><td colspan="2">Project Length (ft)
850</td><td>Project Area (acres)
.31</td></tr>
<tr><td colspan="3">Project Goal
To establish a native grass/forb community and riparian trees on an approximately ⅓ acre site. Trees are intended to compete with and (in time) shade out cattails and tules in the stream channel that increase risk of flooding in the adjacent neighborhood.</td></tr>
<tr><td colspan="3">Project Scope for 2013-14
Planting: Implement planting plan (in development), which will include hydroseeding of disturbed areas and planting a palette of riparian trees. Hydroseeding will be carried out by a contractor; riparian trees will be planted by volunteers.

Maintenance: Control weeds (hand weeding and/or string trimmer) in late fall (November-December), late winter (February-March), and late spring (May-June). Test irrigation system for proper functioning every two weeks during dry weather, every week when average weekly daytime temperature exceeds 80 degrees F. If manual watering becomes necessary due to irrigation system failure, only water from sources known to be free of chlorine/chloramine (e.g. recycled or stream water) will be applied. If only potable water is available, it will be dechlorinated before application.

Monitoring: Implement monitoring plan (in development).

Photodocumentation: Photodocumentation stations indicated on the construction documents will be permanently marked (if this has not already been carried out), and photographs will be taken sufficient in number and quality to ensure that a visual record of the site condition at the time of monitoring is retained.

Reporting: Prepare an annual monitoring report and submit it to the City of Livermore no later than October 30, 2013.</td></tr>
<tr><td colspan="3">Estimated Number of Work Days</td></tr>
<tr><td>Staff: 13 (3 planting, 4 monitoring, 6 maintenance)</td><td>Apprentices: 9 (3 planting, 6 maintenance)</td><td>Volunteers: 2 planting</td></tr>
</table>

Project Name Arroyo Mocho - Stanley Reach	**Estimated Project Budget** $34,865
Stream Name Arroyo Mocho	**Project Location** Arroyo Mocho between Murrieta Blvd and Isabel Blvd, Livermore
Project Length (ft) 5,280	**Project Area (acres)** 12.7

Project Goal

To restore native habitat to the site, including a riparian corridor along the stream channel, with the goal of shading and cooling streamwater and providing a recreational and aesthetic amenity for users of the future Iron Horse Trail extension through the site.

Project Scope for 2013-14

Planting: Implement *Stanley Reach Planting Plan* (Prepared by Urban Creeks Council 2012), which will include planting approximately 3,200 riparian trees along the stream channel; planting coast and valley oak acorns at 1,500 sites along the top of bank; and seeding the intervening space with native grasses and forbs.

Maintenance: Implement first year of maintenance plan described in *Stanley Reach Project 10-year Monitoring and Adaptive Maintenance Plan* (Prepared by Urban Creeks Council, 2013). Mow weeds in early October and late March (contractor). Hand water oaks during dry spells and weekly after rains have ceased.

Monitoring: Implement first year of monitoring plan described in *Stanley Reach Project 10-year Monitoring and Adaptive Maintenance Plan* (Prepared by Urban Creeks Council, 2013).

Reporting: Prepare an annual monitoring report and submit it to Zone 7 no later than June 30, 2014.

Estimated Number of Work Days

Staff: 106	Apprentices: 65	Volunteers: 30

<table>
<tr><td colspan="2">Project Name
Stoneridge Drive Bridge (Non-Partner Project)</td><td>Estimated Project Budget
$26,177</td></tr>
<tr><td colspan="2">Stream Name
Arroyo Mocho</td><td>Project Location
Arroyo Mocho at Stoneridge Drive, Pleasanton</td></tr>
<tr><td colspan="2">Project Length (ft)
675</td><td>Project Area (acres)
.5</td></tr>
<tr><td colspan="3">Project Goal
To replace plantings lost during construction of the Stoneridge Drive bridge across the Arroyo Mocho.</td></tr>
<tr><td colspan="3">Project Scope for 2013-14
Note: This project was proposed by Alameda County Surplus Property Authority. Project is required mitigation for impacts during bridge construction. As a Non-Partner Project, budget reflects costs calculated according to the Schedule of Rates for Non-Partner Projects below.

Planting: Implement plantings described in Stoneridge Drive/Arroyo Mocho Bridge Habitat Mitigation and Monitoring Plan (Alameda County Surplus Property Authority 2011. Prepared by Davis Environmental LLC). Plan includes planting 159 riparian trees and shrubs along the stream banks and seeding/hydroseeding all disturbed soil areas with native grass/forb mix.

Maintenance: Maintenance includes mowing weeds in late March (contractor).

Monitoring: Implement first year of monitoring plan described in Stoneridge Drive/Arroyo Mocho Bridge Habitat Mitigation and Monitoring Plan.

Reporting: Prepare an annual monitoring report and submit it to ACSPA no later than June 30, 2014.</td></tr>
<tr><td colspan="3">Estimated Number of Work Days</td></tr>
<tr><td>Staff: 14</td><td>Apprentices: 8</td><td>Volunteers: 0</td></tr>
</table>

Other activities in support of the program

I. Launch and manage apprenticeship program

Task 1. Recruit apprentices.

Program staff will work with staff of Las Positas College (LPC) to identify and recruit apprentices from among the student body.

Task 2. Finalize apprentice calendar.

Develop final calendar of apprentice workdays including Project, Tasks, Goal/Desired Outcome.

Task 3. Coordinate and lead apprentice workdays.

Program staff will lead apprentices for approximately 85 days in the field. These field days will include volunteer workdays as well as staff/apprentice only days. All field days will include training and educational components.

II. Launch and manage volunteer program

Task 1. Finalize volunteer calendar

Develop final calendar of volunteer days including Type (Public/Private), Project, Tasks, Goal/Desired Outcome.

Task 2. Develop volunteer database.

Using existing software (Giftworks), develop database to track volunteer hours.

Task 3. Plan and execute two large-scale events

Events will include a Program launch work party (scheduled for October 5, 2013) and an Earth Day/volunteer recognition event (scheduled for April 19, 2014). Both events will be preceded by regular workdays.

Task 4. Coordinate and lead volunteer workdays.

Program staff will coordinate a minimum of 30 volunteer workdays during the Program Year.

III. Launch and manage communications and outreach effort

Task 1. Electronic communications

a. Program staff will work with a web design consultant to develop and launch the **livingarroyos.org** web site. Program staff will develop site specifications and secure approval from other Partners. Anticipated launch date for the site is no later than September 30, 2013.
b. Program staff will develop Facebook page and Twitter account to enable additional means of communication between staff, volunteers, apprentices, and Partners.

Task 2. Print and other communications media

In collaboration with Partners, Program staff will assess local print (e.g. newspapers), broadcast (e.g. radio PSAs), and other non-electronic media outlets and develop a systematic outreach effort to inform the public about the Program.

IV. Secure essential tools, equipment, and supplies; select and contract with subcontractors

Task 1. Secure capital equipment.

Program staff will procure the following capital items:

- Pickup truck (Ford F-250 crew cab or equivalent, diesel engine)
- Water trailer (Kiser Water Wagon, 1000-gal. capacity, or equivalent)
- Soil auger (Tanaka TEA-500 or equivalent) plus bits
- Dechlorination equipment (if needed)

Task 2. Secure other tools, equipment, and supplies.

Program staff and apprentices will assemble all tools and non-capital equipment necessary to carry out the Program. Tools and equipment include such items as personal protection gear, safety equipment, digging or pruning tools, marking paint/tape, portable restroom (rented, when necessary), other general supplies, etc.

Task 3. Select and contract with subcontractors.

Program staff will identify suitable subcontractors to provide services that cannot feasibly be carried out by Program staff, apprentices, or volunteers. For 2013-14, it is anticipated that contractors will provide the following services:

- Hydroseeding (and/or broadcast seeding)
- Contract plant propagation (contract already in place)
- Mowing/weed abatement
- Irrigation system construction

V. Conduct scientific studies

Task 1. Continue bird monitoring.

In order to begin to assess the long-term ecological impact of the various restoration efforts underway in the Valley, UCC initiated a partnership with local members of the Ohlone Audubon Society in spring 2013 to begin to study bird use of restored areas in the Zone 7 service area. Using a protocol developed by PRBO Conservation Science, UCC is scoring habitat quality to determine the importance of restored habitats to riparian birds. Restored habitats are being compared to two reference sites: Tassajara Creek Regional Park in Dublin, and the Veteran's Park section of Sycamore Grove Regional Park in Livermore. This project will enable us to track changes in habitat quality over time and determine whether our restoration projects are actually beginning to function like natural systems.

Task 2. Incorporate scientific studies into Stanley Reach and Bluebell projects.

Studies are intended to inform and guide future efforts, thereby reducing instances of "reinventing the wheel." Studies to be initiated in 2013-14 include:

- Assessing emergence/survival rates of acorns planted in untreated soils
- Improvement in growth and/or survival rates of oak seedlings treated with native mycorrhizae in oak duff
- Effect of tree shelters on growth and/or survival of coast live oak seedlings
- Responses of different tree species to alkaline soils
- Survival rates of unwatered saplings planted with access to high water table
- Effect of mowing on increase in native cover in seeded grasslands

VI. Assist Partners in Project identification, definition, and development

Program staff will assist Partners in tasks related to Project identification, definition, and development, including but not limited to the following:

- Advising on Project sites, scopes, and viability
- Identifying appropriate mitigation sites
- Preparing planting plans
- Identifying required equipment (for CEQA preparation)

VII. Raise Program funds

Task 1. Submit grant proposals.

Program staff will prepare and submit grant proposals sufficient to ensure that the 50% match requirement is met.

Task 2. Develop local funding base.

- Conduct direct-mail outreach to households in the Program Area to begin to develop a pool of individual donor prospects. Initial information letter will be sent in late summer, followed by a mail solicitation in November. Content and format of all communications will be approved by Partners in advance of mailing.

- Compile a database of businesses in the Program Area and begin outreach to identify potential sources of business support.

Budget

Income	Total	Zone 7 Water Agency	City of Livermore	UCC
Partner cash contributions	147,503	94,857	52,647	-
Gifts and grants	152,643	-	-	152,643
In-kind contributions	2,880	2,880	-	-
Total income	303,026	97,737	52,647	152,643
Expense	Total	Zone 7 Water Agency	City of Livermore	UCC
Program costs	248,161	92,874	32,647	122,641
Project costs	54,865	4,863	20,000	30,002
Total	303,026	97,737	52,647	152,643

Schedule of Rates

Partner Projects

Salaries/benefits	Hourly
Program manager	68.71
Senior ecologist	47.42
Program coordinator	25.68
Apprentice	10.00
Other costs	
Materials & subcontractors	At cost

Non-Partner Projects

Salaries and benefits	Hourly
Program manager	85.00
Senior ecologist	85.00
Program coordinator	45.00
Apprentice	15.00
Other costs	
Materials & subcontractors	Cost + 20%

Personnel Roles and Responsibilities

In any effort such as this, safety is of paramount concern. All volunteers will sign liability waivers prior to engaging in work on any site; staff and apprentices will be covered by UCC's workers compensation insurance.

Accurate collection of monitoring data is also essential to track and measure the success of the program. Staff will oversee all monitoring, with the exception of bird monitoring. The following table outlines sample roles and responsibilities for staff, apprentices, and volunteers that will ensure that we work safely and effectively.

Task	Staff	Apprentices	Volunteers
Work with hand tools (non-powered)	X	X	X
Operate powered equipment (e.g. soil auger) (staff oversight required)	X	X	
Drive UCC truck	X		
Collect monitoring data	X	X	X
Compile and analyze data	X	X	
Create monitoring reports	X		

Timeline

Item	Project	Date
Program Year starts		07/1/13
Annual monitoring complete	ALP @ Airway	08/31/13
Fall apprentice applications due		08/30/13
Fall apprenticeship program starts		09/16/13
Coastal Cleanup Day		09/21/13
livingarroyos.org web site launches		09/30/13
Volunteer program official kickoff and big planting party	Bluebell	10/05/13
Acorn planting begins	Stanley	11/01/13
Acorn planting ends	Stanley	12/14/13
Fall apprenticeship program ends		12/14/13
Spring apprentice applications due		01/31/14
Spring apprenticeship program starts		02/17/14
Zone A planting begins	Stanley	03/15/14
Zone A planting ends	Stanley	03/19/14
Earth Day & volunteer acknowledgement celebration	ALL	03/20/14
2014-15 project proposals due		03/31/14
Annual Program meeting		04/16/14
Bird monitoring begins	Multiple sites	05/01/14
Draft 2014-15 Workplan due to Partners		05/16/14
Summer apprenticeship applications due		05/16/14
Spring apprenticeship program ends		05/17/14
Final Workplan complete		05/31/14
Summer apprenticeship program starts		06/02/14
2014-15 Workplan and budget adopted by Partners' governing bodies		06/30/14
Bird monitoring ends	Multiple sites	06/30/14
Program Year ends		06/30/14

<u>Exhibit B – Site Provisions</u>

SITE SPECIAL PROVISIONS & ACCESS PERMISSION

For _____________{EXAMPLE}________________(site)

The following provisions help to keep our streams and arroyos free of debris and pollutants that reduce water quality and cause environmental degradation:

1. Living Arroyos Program Partners, Staff, Interns, and Volunteers ("Participants") shall not perform any action that causes the runoff of sediment and/or other pollutants into drainage systems, live streams, or channels during wet weather conditions.

2. Participants shall implement these best management practices listed below:

   a) Gather all debris, rubbish, refuse, and green waste generated by the Participant's activity on a regular basis and place it in a dumpster or other container which is emptied or removed by the Managing Partner [***at the end of the day* OR *on a weekly basis***]. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution.

   b) If debris or dirt is generated by the Participant's activities on paved surfaces, broom sweep any paved areas at the project site. Caked on mud or dirt shall be scraped from these areas before sweeping.

   c) During wet weather, avoid driving vehicles off paved areas and other outdoor work that disturbs the stream's bed and banks. Park on paved areas, where possible.

   d) Only store site materials in designated areas. Cover any piles of soil, gravel, debris, or other materials during wet weather.

   e) Never clean machinery, tools, brushes, etc. or rinse containers into a street, gutter, storm drain, or water body. Even dirt is a pollutant and can cause damage or kill small organisms.

3. Soils imported and stockpiled on site property should be obtained from a legally permitted quarry, nursery, or landscape supplier. No import of materials from non-approved facilities will be allowed without written approval from the property owner and may require a Phase I/Phase II analysis prior to granting permission to stockpile or store said materials.

The following provisions help to manage safety and access at the site:

4. Work hours are to be contained between [**______ a.m. and ______ p.m. OR 8:00 a.m. and 6:00 p.m.**] No access to the site shall be observed outside of one hour before start or after close of these stated times.

5. [FOR SITES THAT HAVE UNDERGROUND UTILITIES] Portions of this site where you are working may contain underground utilities and may require you to dig with caution. The Managing

Partner shall call for an Underground Service Alert (USA) and/or independent utility locator service to field locate and mark out any existing facilities in ample time prior to [***digging more than _______ feet in depth*** **OR** ***performing work within the site***].

6. [FOR SITES NOT OPEN TO THE PUBLIC] Participants shall close any gates and lock any facilities in the permitted work area within site property to prevent vandalism and unintended access to the site. Program Staff shall control the keys to the site at all times.

7. In the event Participant, its agents, employees, contractors and/or subcontractors damage in any way the site property, it shall be repaired or remedied by Participant or at Partner's discretion by Participant and all costs associated therewith shall be at Participant's sole cost and expense to the extent that work by Partner does not result in improving the site to a condition better than that which existed prior to being damaged.

8. [FOR SITES WITH SPECIFIC SAFETY/ACCESS/TRAFFIC CONCERNS] Participant shall follow the site rules and is responsible for their own safety while performing the Program activities. Participant needs to follow all applicable traffic laws and abide by any traffic control measures at the site.

9. Upon any use of Program site by Participant other than that authorized by this Exhibit B, or upon failure of the Participant to conform to any of the terms and conditions of this Exhibit B, PARTNERS may terminate access to the site and participation in the Program immediately.

This site has been identified to contain or may have special status species on site. The following activities are either prohibited or necessary to protect the species of concern:

10. {EXAMPLE} No work shall begin at this site prior to approval from a qualified biologist. Participants shall cease all activities if an amphibian is seen and leave the immediate area of sighting to notify the Program Partner or Managing Partner on site. No work shall continue until a qualified person has identified the species as not of special status.

BY SIGNING THE ATTACHED WAIVER FORM, EXHIBIT D, PARTICIPANT ACKNOWLEDGES THEIR CONSENT TO ABIDE BY THIS EXHIBIT B: SITE SPECIAL PROVISIONS & ACCESS PERMISSION FORM.

Exhibit C - Insurance

This is an appendix attached to, and made a part of, the Multi-Party Master Agreement dated ___________ (**"Agreement"**) among ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, acting by and through its ZONE 7 WATER AGENCY (**"District"**), City of Livermore ("City") and **Urban Creeks Council** (**"UCC"**), for the provision of Program Activities (**"Activities"**).

1. Partners' Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Partner shall furnish to District satisfactory proof that Partner has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company **A-** or better, financial category size **VII** or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Partner for which Partner may be legally liable, whether performed by Partner, or by those employed directly or indirectly by it, or by anyone for whose acts Partner may be liable:

1.1 Commercial General Liability Insurance Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than **$2,000,000** general aggregate and **$1,000, 000** each occurrence.

1.2 Business Automobile Liability Insurance Business automobile liability insurance with limits not less than **$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles.

1.3 Workers' Compensation Insurance Workers' Compensation Employers' Liability limits not less than $**1,000,000** each accident, **$1,000,000** per disease and $**1,000,000** aggregate. Partner's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Partner is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance Professional Liability Insurance, either (a) specific to this Project only, with limits not less than **$1,000,000** each claim, or (b) limits of not less than $**1,000,000** each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with Activities to be provided under this Agreement, and any deductible not to exceed 5,000 for each claim, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Activities.

2. Insurance policies shall contain an endorsement containing the following terms:

2.1 Additional Insureds. On Partner's Commercial General Liability policy and Automobile Liability Policy, Alameda County, Alameda County Flood Control and Water Conservation District, its Zone 7 Water Agency and their affiliates, directors, officers, officials, partners, representatives, employees, Partners, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above.

2.4 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Partner shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Partner or any of its permitted Subconsultants may be held responsible for payment of damages resulting from their operations. If Partner fails to maintain any required insurance, District may take out such insurance, and deduct and retain amount of premium from any sums due Partner under this Agreement.

Living Arroyos Release of Liability and Waiver Form
Program Year 2013-2014

Urban Creeks Council

Name ____

Address ____

City, State, Zip ____

Daytime Phone Number (________)____

In consideration for permission from **City of Livermore** and **Zone 7 Water Agency** to participate in and have controlled access to the designated sites identified in the Living Arroyos Program and defined in the Living Arroyos WORKPLAN, (hereinafter referred to as “Volunteer Activities”) as good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

I, ___________________________________, understand that working in arroyos involves working on rough and steep terrain, with a variety of hazards, including but not limited to poisonous plants and snakes, other animals, dead trees, contaminants, etc., that cannot always be specified in advance. I further understand and freely choose to assume all risks and dangers, including the risk of injury or death, which may be associated with or result from, participation in the Volunteer Activities. I further agree not to initiate any claim for damages and/or lawsuit against and to forever fully discharge and release the City of Livermore, their Council members, officers, employees and agents (collectively "Livermore"); County of Alameda, the Alameda County Flood Control & Water Conservation District, Zone 7, their Board of Directors, officers, employees and agents (collectively "Zone 7"); and Urban Creeks Council, it’s officers, employees, and agents from any and all claims, losses, damages, liabilities, costs and expenses (including, without limitations, attorney's fees and costs) arising out of or in connection with Volunteer Activities, including any claim arising out of or connected with any illness or personal injury (minimal, serious, catastrophic and/or death) that I may incur or sustain during Volunteer Activities while upon the property of Livermore, Zone 7 or any agent participating in the Living Arroyos Program.

I hereby expressly waive the provisions of California Civil Code section 1542 which provides as follows:

> **CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.**
> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

I HEREIN UNDERSTAND AND AGREE that all rights under Section 1542 of the California Civil Code are expressly waived and that this Release releases all injuries, damages, or losses to the person and property, real or personal, whether known or unknown, foreseeable, unforeseeable, patent or latent, which I may have against Livermore, Zone 7 or Urban Creeks Council.

I, in my own behalf or on behalf of my minor, hereby warrant that I have read this Release of Liability and Waiver in its entirety and fully understand its contents.

Signature: ____________________________________ **Date:** _____________________

Water Resources Committee
June 12, 2013
Meeting Summary

Directors Present: J. Greci, S. Palmer, B. Stevens
Staff Present: J. Chahal, J. Duerig, A. Flores, C. Mahoney, C. Winey

Director Palmer called the meeting to order at 4:05 p.m.

1. **Public Comment on Items Not on Agenda**

There were no public comments.

2. **Chain of Lakes Planning Update and Coordination with East Pleasanton Specific Plan**

   a. **East Pleasanton Specific Plan Update**

Ms. Winey presented an update on the activities of the East Pleasanton Specific Plan (EPSP) Task Force and the Chain of Lakes (COLs) planning efforts, specifically the preliminary lake use evaluation for Lakes H, I, and Cope Lake.

The City of Pleasanton has brought four land use alternatives to various commissions, committees, and other interested parties. While none of the alternatives include Zone 7's properties or any trail proposals, both the Parks and Recreation Commission and the Trails Committee have requested public access on Zone 7 Property, including trails that wrap around the lakes. Zone 7 staff have been informing the Task Force about potential safety and liability concerns related to public access; these concerns were echoed by members of the public present at the meeting as well as by the Directors. Of particular concern are the steepness of the slopes around the lakes and riprap and other former mining debris left in the lakes.

Director Palmer pointed out the need to balance safety concerns with the importance of trails for community recreation, and the potential for some kind of compromise. Director Greci noted that other water agencies, such as SFPUC, would not allow access to for water quality reasons; furthermore, allowing access to the lakes would potentially require very costly security measures. In response to a question from Director Stevens, General Manager Duerig stated that all of Zone 7's agreements with recreation agencies (e.g., East Bay Regional Parks District) require those agencies to cover liability, and if recreation were allowed on the COLs, she would expect a similar arrangement. Director Stevens pointed out the need for the City of Pleasanton, or another recreation agency that wants recreation on the COLs, to start considering the significant cost implications; he also suggested that the staff put together a color-coded slide showing the slope gradients along the perimeters of the lakes for the Board presentation.

Ms. Janice Stern, Planning Manager for the City of Pleasanton, commended Ms. Winey's involvement in the EPSP Task Force and noted that there has been a helpful working relationship between Zone 7 staff and the City. The City understands Zone 7's concerns regarding trails and will continue to work with Zone 7 on developing more acceptable options, possibly extending trails into the streets where necessary.

b. Chain of Lakes Planning Update

Staff presented preliminary recommendations on the uses of Lakes H, I, and Cope. Cope Lake is preliminarily recommended for stormwater storage and was the only lake to receive a positive score for active recreation. Lake I is recommended to remain a groundwater recharge facility and is preliminarily recommended as suitable for education/passive recreation. A habitat corridor is preliminarily recommended along the eastern sides of Cope Lake and Lake H near the Arroyo Mocho. Lakes H, I, and Cope Lake will be further evaluated for the remaining lake uses as staff continues evaluating all of the lakes in the Chain of Lakes.

Director Stevens underlined the importance of flood protection for the Valley. Director Palmer wanted to confirm that stormwater storage is compatible with habitat conservation, and Ms. Mahoney responded that, in fact, coupling of stormwater management with certain types of habitat conservation can be compatible and is one of the recommended approaches by resource agencies. A member of the public expressed concern about the potential impacts of stormwater on recreation facilities, and the potential incompatibility of those two uses.

3. Pleasanton's Efforts to Implement Recycled Water

Mr. Daniel Smith, Director of Operations Services at the City of Pleasanton, gave a presentation on the City's recently completed recycled water feasibility study and next steps. He commended the collaborative efforts between the retailers and Zone 7 on efforts to expand recycled water use in the Valley. The City plans to begin implementation of recycled water use for irrigation as early as this summer, providing recycled water to Val Vista Park and Staples Ranch under DSRSD's and City of Livermore's permits, respectively. The City will then proceed on obtaining their own permit, complete the requisite environmental studies, and build a recycled water distribution network to serve Hacienda Business Park. In response to a question from the public, Mr. Smith confirmed that the proposed recycled water program recommended in the feasibility study will be for irrigation and not potable reuse.

The retailers will be working with Zone 7 on the potential development of an incentive program for recycled water implementation.

4. Verbal Comments

There were no verbal comments.

5. Adjournment

Director Palmer adjourned the meeting at 5:14 p.m.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

ORIGINATING SECTION: ADMINISTRATION
CONTACT: Jill Duerig

AGENDA DATE: July 17, 2013 **ITEM NO. 15a**

SUBJECT: GENERAL MANAGER'S REPORT

SUMMARY: The following highlights a few of the key activities which occurred during June. Also attached is a list of the General Manager (GM) contract(s) executed during the month.

Environmental & External Affairs:

- Zone 7, East Bay Municipal Utility District, Contra Costa Water District and Santa Clara Valley Water District in conjunction with California Landscape Contractors Association are hosting the 1st Annual Bay Area Landscape Water Conference on July 25, 2013, in Dublin. The conference goal is to educate and engage business owners, HOA Board Members and property managers on the importance of water efficiency and avoiding water waste. The conference will include seminars on reducing landscape water use, saving money and budgeting for future water needs from industry experts, water conservationists, manufacturers, contractors and local water agencies. The link to register for the conference is http://www.winwithclca.org/water/balwc/.

Finance & Administration

- Staff submitted a signed agreement to EnerNOC for participation in this summer's peak day demand reduction program to continue energy and cost savings.

- BayWork has prepared new outreach material for use at career fairs at high schools and community colleges. One of the brochures/posters includes Zone 7's Jeff Madden, an operator currently assigned to Del Valle Water Treatment Plant. Brochure: http://baywork.org/wp-content/uploads/2013/05/trades_brochure_final2013.pdf; poster: http://baywork.org/wp-content/uploads/2013/05/baywork_trades_poster_final_mlb_051613_v7.pdf.

Engineering:

- Zone 7's flood contractor began installing horizontal drains to reduce bank instability due to the high groundwater table or otherwise trapped water along the west bank of the Alamo Canal. These horizontal drains are intended to capture the surrounding water and empty it into the channel, releasing hydrostatic pressure and thereby avoiding bank failures. Thus far, ten drains have been completed; flows between one and two gallons per minute have been measured from each new drain.

- The US Army Corps of Engineers worked with Zone 7 staff to conduct the required bi-annual inspections of regional flood control facilities. Thus far, the team completed inspections along Alamo Creek, South San Ramon Creek, Dublin Creek and Line J-1 in Dublin. Inspections should continue through the end of June.

- Artificial recharge of the groundwater basin utilizing imported State Project water releases was maintained throughout the month. In the Arroyo Valle, releases varied between 7 cubic feet per second/CFS and 25 CFS, while releases to the Arroyo Mocho were between 9 and 15 CFS to allow construction on the Stanley Reach Project to proceed.

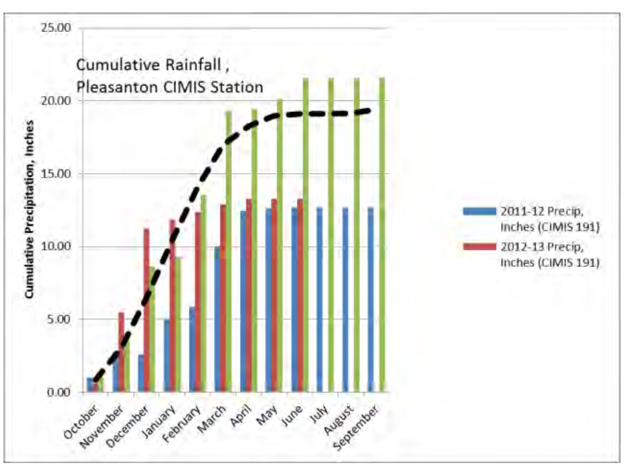
<u>Operations and Maintenance</u>:

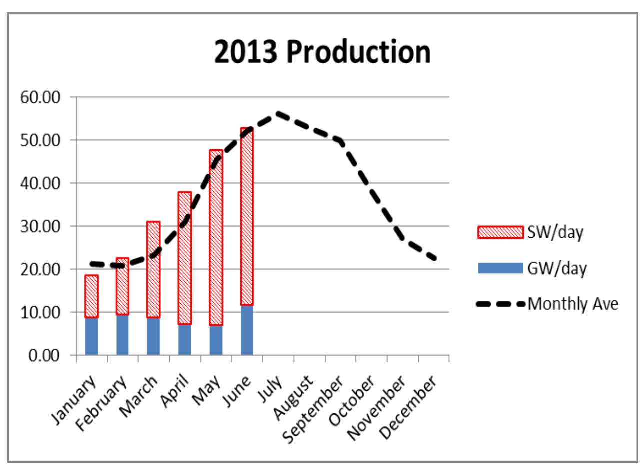
- On Thursday morning, June 27th, DWR received a call from the City of Milpitas that they had detected a water leak and that the city thought it was likely DWR's South Bay Aqueduct. DWR confirmed this was the case and the Tri-Valley Operations group (Zone 7 plus retailers) met to lay out a Valley response plan. While Del Valle was offline, wells were all placed in service and irrigation of recreational areas (parks and schools) was temporarily discontinued. DWR was able to get water to Del Valle again within about a day (albeit at a reduced rate) and the leak was repaired over the weekend. Del Valle had to go off line again for another 10 hours as valves were operated to re-fill the section of pipe between ACWD and SCVWD following repairs. During these SBA interruptions, the implementation of the Tri-Valley Operations group's excellent response plan avoided any local service impacts or interruptions.

- After many technical discussions, DWR agreed to transfer 2,238 acre feet of water from BBID to Zone 7 this summer (July through September), which is less than the 3,000 requested but still adequate, especially given the availability of Multi-Year Pool water this year and next.

- DWR continues to try to get all the new Stage 3 pumps (installed as part of the SBA Enlargement and Improvement Project) up and running however one primary unit plus one of the spare units are both back at the manufacturer's undergoing warranty repairs; at least one of the units is expected back by the end of July.

- The June rains were not great enough locally to provide measurable precipitation at CIMIS Station 191, resulting in a year-to-date cumulative average of approximately 70% of average and just slightly above last year. Production for the month was approximately average.





Monthly List of GM Contracts

June 2013

Contracts:

BioAssessment Services	$22,961	Analyze Benthic Macroinvertebrate Samples for the SMMP Update
Morrison & Associates	25,000	Fish/Steelhead Planning Efforts
The Covello Group	14,880	Constructability Review Services for DVWTP Superpulsator Rehabilitation Project
Layne Christensen Company	22,130	Former Camp Parks Well Destruction 3S/1E 8H 3
K/P Corporation	22,000	Print and Graphic Support Services
Davis & Associates	50,000	Publications and Website Support Services
AR/WS (Associated Right of Way Services)	49,380	Real Property Services
Kenneth R. Henneman	30,000	On-Call Services: South Bay Aqueduct Improvement & Enlargement Project and Other DWR Coordination
Total June 2013	$236,351	

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7
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ORIGINATING SECTION: Administrative Services
CONTACT: Boni Brewer/Mike Wallace

AGENDA DATE: July 17, 2013 ITEM NO. **15b**

SUBJECT: Communications Outreach Activities

E-newsletters, June 21st

The e-newsletter featured an article on the official start of summer and the need to use water wisely, along with articles on our water jug pyramid and on planning for Chain of Lakes uses that optimize water resource benefits by integrating water supply and flood control functions. The newsletter remains posted with other archived newsletters on Zone 7's website, www.zone7water.com/news/enewsletter-a-signups.

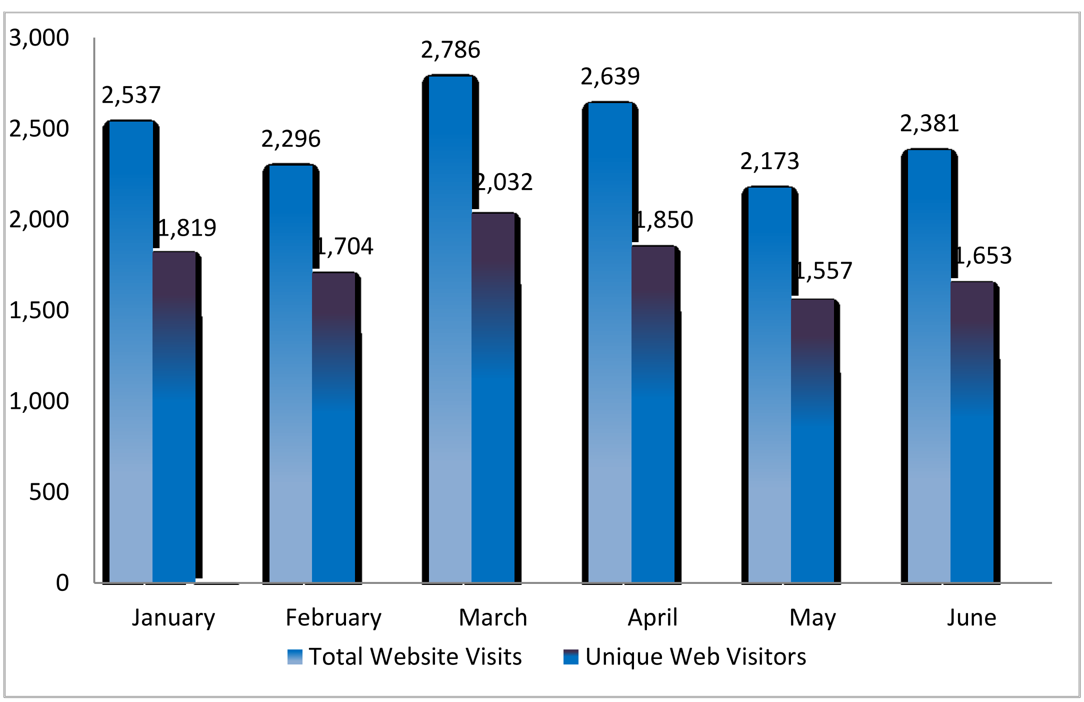
Water Jug Pyramid Road Show

Our 144-gallon water jug pyramid, depicting the average daily water use by each person in a single family home in Zone 7's service area, was on display at the Alameda County Fair, running from June 19 through July 7 at the Alameda County Fairgrounds in Pleasanton.

Water Science in the Schools Program

Zone 7's schools program, provided through a contract with Morrison & Associates, Inc., made a total of 372 classroom presentations to students attending schools within Zone 7's service area during the 2012-13 school year, according to a report from M&A submitted in June.

Website activity



ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

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ORIGINATING SECTION: Administration
CONTACT: Tom Pico/Tim Hunt

AGENDA DATE: July 17, 2013 ITEM NO. **15c**

SUBJECT: Legislative Update

SUMMARY:

- Zone 7 staff, with the support of the Agency's lobbying firm, The Gualco Group, Inc., and the Agency's legislative support consultant, Tim Hunt, monitors legislation that is being considered in Sacramento, as well as other political activities of interest to the Agency.
- Governor Brown signed the 2013-2014 budget act on June 28. The budget total is \$96.23 billion, an increase of \$5 billion from the prior year.
- AB 145 (Perea) passed the Assembly as well as the Senate Environmental Quality Committee. It is set for a July 3 hearing in the Senate Health Committee. The bill would shift responsibility for the state's drinking water program from the California Department of Public Health (CDPH) to the State Water Resources Control Board. CDPH has formally responded to the U.S. EPA's letter of non-compliance, writing that it would distribute \$84 million in the just-concluded fiscal year as well as \$200 million in the current year, negating any need for reorganization. It had \$455 million in unallocated funds. Zone 7 staff and ACWA continue to recommend opposing the bill unless it is amended.
- AB 763 (Buchanan), which would allow the Department of Boating and Waterways to control and potentially eradicate aquatic non-native weeds as well as troublesome native water plants, was passed by the Assembly and also passed the Senate Natural Resources and Water Committee. It moved to the Senate Appropriations Committee. When a lobbyist for the California Association of Harbor Masters and Port Captains testified against amendments dealing with the definition of the aquatic weeds, Assemblywoman Buchanan promised to work with the association on resolving its concerns.
- The Legislature will be in recess for much of July with the Assembly returning August 4 and the Senate returning August 11.

RECOMMENDED ACTION: Information only

ATTACHMENT: Executive Summary

EXECUTIVE SUMMARY
State Legislation

Prepared for the Zone 7 Water Agency, Eastern Alameda County
by The Gualco Group, Inc.

June 28, 2013

Bill	Topic	Synopsis	Staff Recommendation	Status of the Bill/Comments
Delta Environment				
AB 763 (Buchanan)	Aquatic invasive plants: control and eradication	The bill would authorize the Department of Boating and Waterways, in consultation with appropriate state, local, and federal agencies, and upon concurrence from the Department of Fish and Wildlife, to take such action it determines is necessary to implement control and eradication measures for those invasive aquatic plants.	Support	Senate Committee on Appropriations
AB 1259 (Olsen)	Sacramento-San Joaquin Valley	This bill related to the Central Valley Flood Protection Plan would include, among the findings that exempt a city or county within the Sacramento-San Joaquin Valley from its prohibitions and requirements, a finding that property in an undetermined risk area has met the urban level of flood protection based on substantial evidence in the record.	Watch	Set for hearing in Senate Committee on Governance and Finance on 07/03/2013
SB 735 (Wolk)	Sacramento-San Joaquin Delta Reform Act of 2009: multispecies conservation plan	This bill would allow the Delta Stewardship Council; the Department of Fish and Wildlife; the Counties of Contra Costa, Sacramento, and Solano; the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency; and the San Joaquin Council of Governments to enter into a memorandum of understanding that describes how the parties would ensure that multispecies conservation plans that have been adopted or are under development are consistent with the Delta Plan.	Watch	Assembly Committee on Water, Parks and Wildlife

Bill	Topic	Synopsis	Staff Recommendation	Status of the Bill/Comments
SB 749 (Wolk)	Habitat protection: Endangered species	This bill would require the Department of Fish & Wildlife to identify and maintain lands for the purpose of restoring or enhancing upland nesting cover and associated waterfowl brood habitat to support the production of resident waterfowl and upland game birds. This bill would declare it is the policy of the state that when agricultural lands are being idled in order to provide water for transfer, the growth of non-irrigated cover crops or natural vegetation for waterfowl, upland game bird, or other wildlife habitat, carbon sequestration, and air quality benefits is required to be encouraged on those lands.	Watch	Assembly Committee on Appropriations
Bay-Delta				
AB 1331 (ASM CMTE on WP&W)	Water Resources: Bay-Delta sustainability	This bill requires the Natural Resources Agency to assess how much public money is available for, and estimate how much will be needed to pay for, "priority needs" for ensuring safe drinking water. The bill also requires the SWRCB and the DPH's Division of Drinking Water and Environmental Management to assess how much public money is available for, and estimate how much will be needed to pay for, "all Californians to have access to safe drinking water and prioritize the projects necessary to achieve this goal." AB 1331 also requires the Delta Stewardship Council to assess how much public money is available for, and estimate how much will be needed to pay for, implementing the Delta Plan.	Watch	Senate Natural Resources and Water
State Water Resources Control Board				
AB 145 (Perea)	State Water Resources Control Board: Drinking Water	This bill would transfer to the State Water Resources Control Board the various duties and responsibilities imposed on the Department of Public Health by the California Safe Drinking Water Act.	Oppose Unless Amended	Set for hearing in Senate Committee on Health on 07/03/2013
Water Transfer				
AB 426 (Salas)	Water: water transfers: water rights decrees	Under current law, any water right determined under a court decree issued after January 1, 1981, is transferable as specified. This bill would eliminate the requirement that a court decree be issued after January 1, 1981.	Watch	In Senate Committee on Rules for committee assignment

Bill	Topic	Synopsis	Staff Recommendation	Status of the Bill/Comments
Water Recycling				
AB 803 (Hueso)	Water Recycling Act of 2013	This bill would change reporting requirements for the discharge of treated sewage effluent when defined as recycled water. It also would authorize compliance with effluent limitations for the release or discharge of advanced treated purified water into a conveyance facility.	Watch	Set for hearing in Senate Committee on Environmental Quality on 07/03/2013
AB 1200 (Levine)	Recycled water: agricultural irrigation impoundments: pilot project	This bill would, before October 1, 2014, require the San Francisco Bay Regional Water Quality Board to authorize a voluntary pilot project for the purposes of investigating potential water quality impacts associated with maximizing the supplementation of agricultural irrigation impoundments with disinfected tertiary treated recycled water, if the regional board finds that the proposed pilot project satisfies specified criteria. This bill would require the pilot project to include a stakeholder advisory group, composed as prescribed, to review and provide input on pilot project design, implementation, and data analysis. This bill would repeal these provisions on January 1, 2018.	Watch	Senate Committee on Appropriations
Public Works				
AB 44 (Buchanan)	Subletting and Subcontracting Fair Practices Act: bidding practices	This bill would, commencing July 1, 2014, require that the California contractor license number of each subcontractor be provided when an entity takes bids for the construction of any public work or improvement.	Watch	Senate Committee on Appropriations
Special Taxes: Voter Approval				
ACA 8 (Blumenfield)	Local government financing: voter approval	This bill would create an additional exception to the 1% limit for a rate imposed by a city, county, city and county, or special district, as defined, to service bonded indebtedness incurred to fund specified public improvements and facilities, or buildings used primarily to provide sheriff, police, or fire protection services, that is approved by 55% of the voters of the city, county, city and county, or special district, as applicable.	Support	Senate Committee on Governance and Finance

Bill	Topic	Synopsis	Staff Recommendation	Status of the Bill/Comments
SCA 9 (Corbett)	Local government: economic development: special taxes: voter approval	This measure would provide that the imposition, extension or increase of a special tax by a local government for the purpose of providing funding for community and economic development projects requires the approval of 55% of its voters voting on the proposition.	Watch	Senate Committee on Appropriations
SCA 11 (Hancock)	Local government: special taxes: voter approval	The California Constitution conditions the imposition of a special tax by a local government upon the approval of 2/3 of the voters of the local government voting on that tax, and prohibits a local government from imposing an ad valorem tax on real property or a transactions tax or sales tax on the sale of real property. This measure would instead condition the imposition, extension, or increase of a special tax by a local government upon the approval of 55% of the voters voting on the proposition.	Watch	Senate Committee on Appropriations
Groundwater/Hydraulic Fracturing				
AB 7 (Wieckowski)	Oil and gas: hydraulic fracturing	This bill would revise existing procedures to require the operator of a well to file an application before commencing drilling of an oil or gas well, and would prohibit drilling until approval or denial of the application is given by the supervisor or district deputy within 30 working days. The bill would require, on and after January 1, 2014, additional information to be included in the application, including information regarding the chemicals, if any, to be injected into a well. This bill would additionally require the operator prior to drilling, redrilling, or deepening operations, to submit proof to the supervisor that the applicable regional water quality control board has approved the disposal method and location of wastewater disposal for the well.	Watch	Set for hearing on Assembly Floor on 07/01/2013

Bill	Topic	Synopsis	Staff Recommendation	Status of the Bill/Comments
SB 4 (Pavley)	Oil and gas: well stimulation	The bill would require the Secretary of the Natural Resources Agency, on or before January 1, 2015, to cause to be conducted an independent scientific study on hydraulic fracturing treatments. The bill would require an operator of a well to record and include all data on hydraulic fracturing treatments, as specified. It would require DOGGR, in consultation with DTSC, the ARB, the SWRCB, the Department of Resources Recycling and Recovery, and any local air districts and regional water quality control boards in areas where hydraulic fracturing treatments may occur, on or before January 1, 2015, to adopt rules & regulations specific to hydraulic fracturing, including governing construction of wells/well casings as specified.	Watch	Set for hearing in Assembly Committee on Natural Resources on 07/01/2013
SB 620 (Wright)	Water Replenishment Districts	Current law, the Water Replenishment District Act, generally authorizes a water replenishment district to establish an annual reserve fund in an amount not to exceed $10,000,000 commencing with the 2000-01 fiscal year, and thereafter, as that amount is adjusted annually. The act requires a minimum of 80% of the reserve fund to be expended for water purchases. This bill would, until the 2019-20 fiscal year, eliminate the requirement that at least 80% of the reserve fund be expended for water purchases.	Watch	Assembly Committee on Water, Parks and Wildlife
Drinking Water				
AB 21 (Alejo)	Safe Drinking Water Small Community Emergency Grant Fund	This bill would authorize the Department of Public Health to assess a specified annual charge in lieu of interest on loans for water projects made pursuant to the Safe Drinking Water State Revolving Fund, and deposit that money into the Safe Drinking Water Small Community Emergency Grant Fund, which the bill would create in the State Treasury.	Watch	Senate Committee on Appropriations
AB 37 (Perea)	Integrated regional water management plans: funding: disadvantaged communities	This bill would require in each integrated regional water management region that at least 10% of any funding for integrated regional water management planning purposes be used to facilitate and support the participation of disadvantaged communities in integrated regional water management planning and for projects that address critical water supply or water quality need for disadvantaged communities.	Watch	Senate Committee on Natural Resources and Water

Bill	Topic	Synopsis	Staff Recommendation	Status of the Bill/Comments
AB 115 (Perea)	Safe Drinking Water State Revolving Fund	This bill would authorize the State Department of Public Health to fund projects, by grant, loan, or a combination of the two, where multiple water systems apply for funding as a single applicant for the purpose of consolidating water systems or extending services to households relying on private wells, as specified. The bill would authorize funding of a project to benefit a disadvantaged community that is not the applying agency.	Watch	Set for hearing in Senate Committee on Appropriations on 07/01/2013
AB 118 (ASM ES&TM)	Safe Drinking Water State Revolving Fund	This bill would limit loans and grants from the Safe Drinking Water State Revolving Fund for planning and preliminary engineering studies, project design & construction costs to those incurred by community and not-for-profit non-community public water systems and specify that a small community water system or non-transient non-community water system that is owned by a public agency or a private not-for-profit water company and serves a severely disadvantaged community, is deemed to have no ability to repay a loan.	Watch	Senate Committee on Appropriations
AB 119 (ASM ES&TM)	Water treatment devices	This bill would revise the criteria and procedure for certification of water treatment devices for which a health or safety claim is made and would require each manufacturer that offers for sale in California one of those water treatment devices to submit specified information, including the manufacturer's contact information, product identification information, and specific contaminant claimed to be removed or reduced by the device to the Department of Public Health for purposes of inclusion on the department's Internet Web site.	Watch	Senate Committee on Appropriations

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

ORIGINATING SECTION: ADMINISTRATIVE SERVICES
CONTACT: JAVIA GREEN

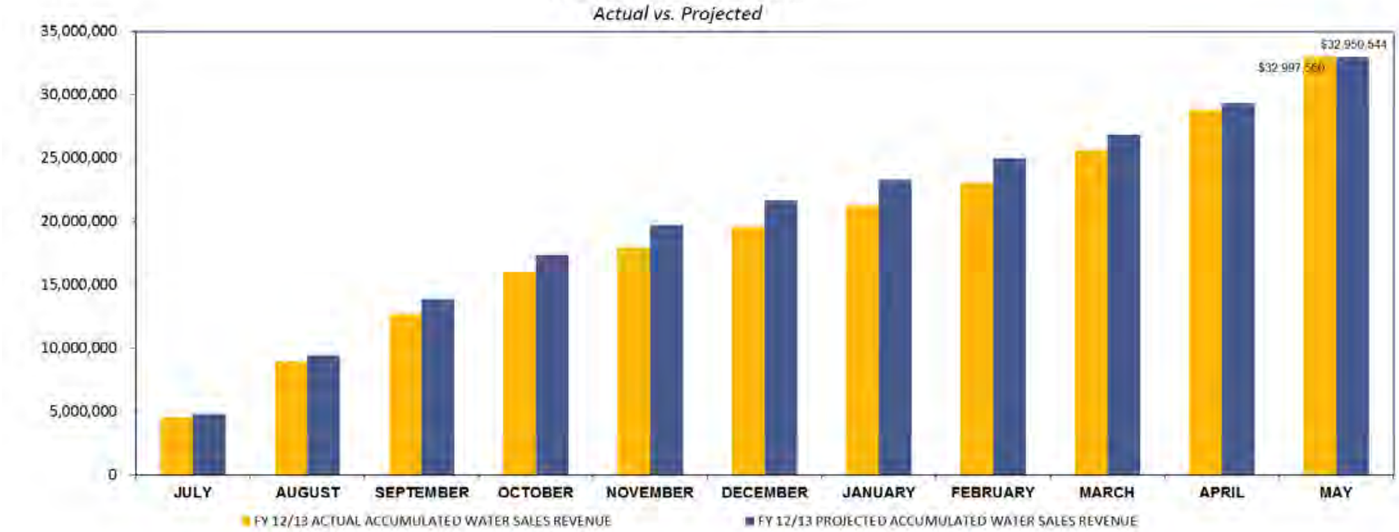
AGENDA DATE: July 17, 2013 ITEM NO. **15d**

SUBJECT: **Monthly Report on May Water Sales and Connection Fee Revenue**

Treated Water Sales (Fund 52)

Treated water sales revenue funds water system operations (Fund 52) and, through annual inter-fund transfers, capital projects (Fund 72). For fiscal year 2012/13 (FY 12/13), through the end of May 2013, 35,215 acre-feet of water was sold, resulting in actual sales of $33M. This is slightly more than the projection of $32.9M for the same time frame. Actual water sales are improving throughout the fiscal year due to the dry spring. Actual water sales compared to projected sales through May 2013 is shown in Graph 1 below.

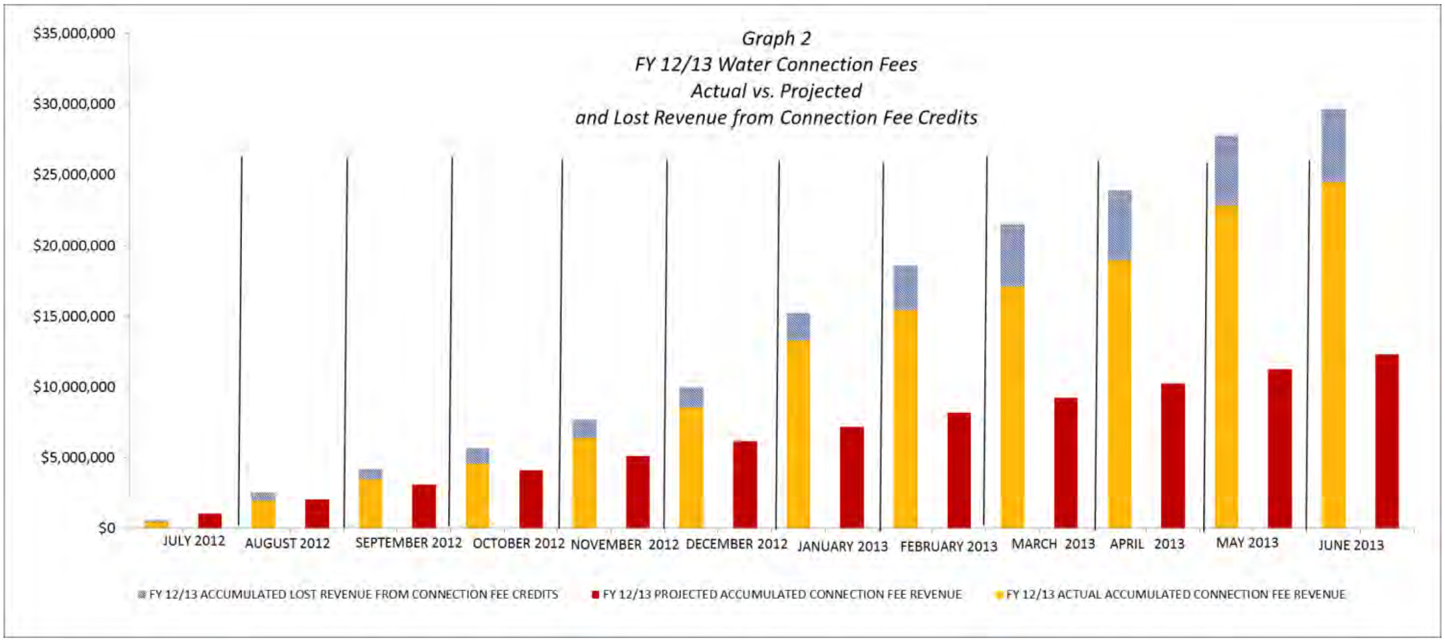
Graph 1
FY 12/13 Treated Water Sales
Actual vs. Projected



Connection Fees (Fund 73)

Non-discretionary expenditures (fixed costs) for Fund 73 are close to $20M annually. The expenditures include debt payments for the South Bay Aqueduct (SBA) Enlargement Project, Fourth Contractor's Share of the SBA and the Cawelo Groundwater Banking Program. While development activity is picking up, Staff continues to closely monitor cash flow and prepares quarterly updates of this fund to assure cash availability.

For FY 12/13, (July 1, 2012 – June 31, 2013) connection fee revenue totals $24.5M, which is $12.2M more than the projection for the entire fiscal year of $12.3M. A total of 223 connection fee credits were used totaling another $5.2M, while 686 credits remain outstanding (valued at $16.1M at the 2013 connection fee level). Actual connection fee revenue plus lost revenue from credits used for FY 12/13 compared to projected revenue is shown in Graph 2 below:



RECOMMENDED ACTION:

Information only.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

100 NORTH CANYONS PARKWAY LIVERMORE, CA 94551 PHONE (925) 454-5000 FAX (925) 454-5727

ORIGINATING DIVISION: ADMINISTRATIVE SERVICES
CONTACT PERSON: JAVIA GREEN

AGENDA DATE: July 17, 2013 ITEM NO. **15e**

SUBJECT: Quarterly Update of Water Expansion Fund

SUMMARY:

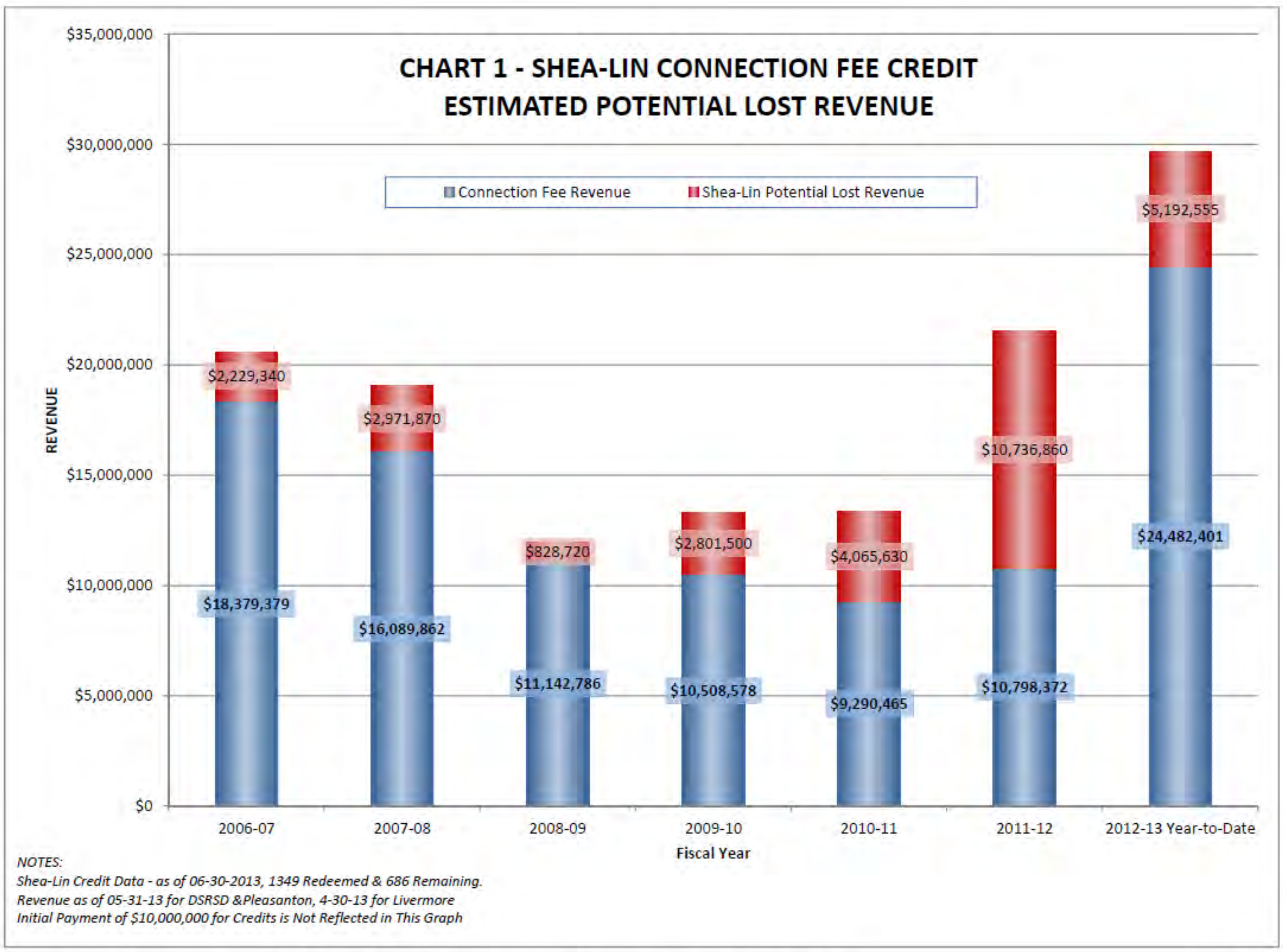
- Note that Fund 73 is becoming Fund 130 during this Fiscal Year but, for ease of reference, this month's charts, tables and projections only use the Fund 73 nomenclature.
- A $60 million (M) Installment Sale Agreement (ISA) was established with Wells Fargo Bank in January 2008, to fill a funding shortfall for the Altamont Water Treatment Plant and Pipeline Project. A portion of the project, the Altamont Pipeline - Livermore Reach, has been constructed. On February 17, 2010, Zone 7 drew $30.5M from the ISA and payback is required by January 1, 2014.
- Staff prepares quarterly updates of the related fund to assure cash availability for ISA payment by the end of 2013.
- Projected sources and uses of funds and year-end available funding through Fiscal Year 15/16 is as follows:

Fiscal Year	Actual/Projected Equivalent Connections[1]	Actual/Projected Total Revenue[1]	ISA Draw/Payback	Actual/Projected Expenses[1]	Projected End of Year Available Funding[2]
10/11	435	$11,860,555		$16,172,443	$46,800,014
11/12	489	$12,978,389		$16,990,978	$42,787,426
12/13[3]	1080	$26,715,241		$18,960,052	$50,542,615
13/14[4]	760	$20,981,060	($30,503,481)	$23,414,593	$17,605,602
14/15[4]	840	$28,696,731		$25,445,877	$20,856,456
15/16[5]	1160	$33,766,813		$31,870,845	$22,752,424

1. FY 10/11 and FY 11/12 equivalent connections, revenue and expenses are based on actuals. Total revenue shown includes connection fee revenue and other revenue such as interest income and refunds from the Department of Water Resources.
2. Represents the sum of net available funds from cash and ISA after expenses, excluding designated reserves.
3. FY 12/13 revenue and expenses are based on unaudited actuals as of June 30, 2013.
4. Projected number of connections, revenue and expenses are based on the FY 12/13 Ten-Year Water System CIP and the 2011 Municipal and Industrial Water Connection Fee Report adopted by the Zone 7 Board on October 19, 2011.
5. FY 15/16 connections have been revised downward from previous projections.

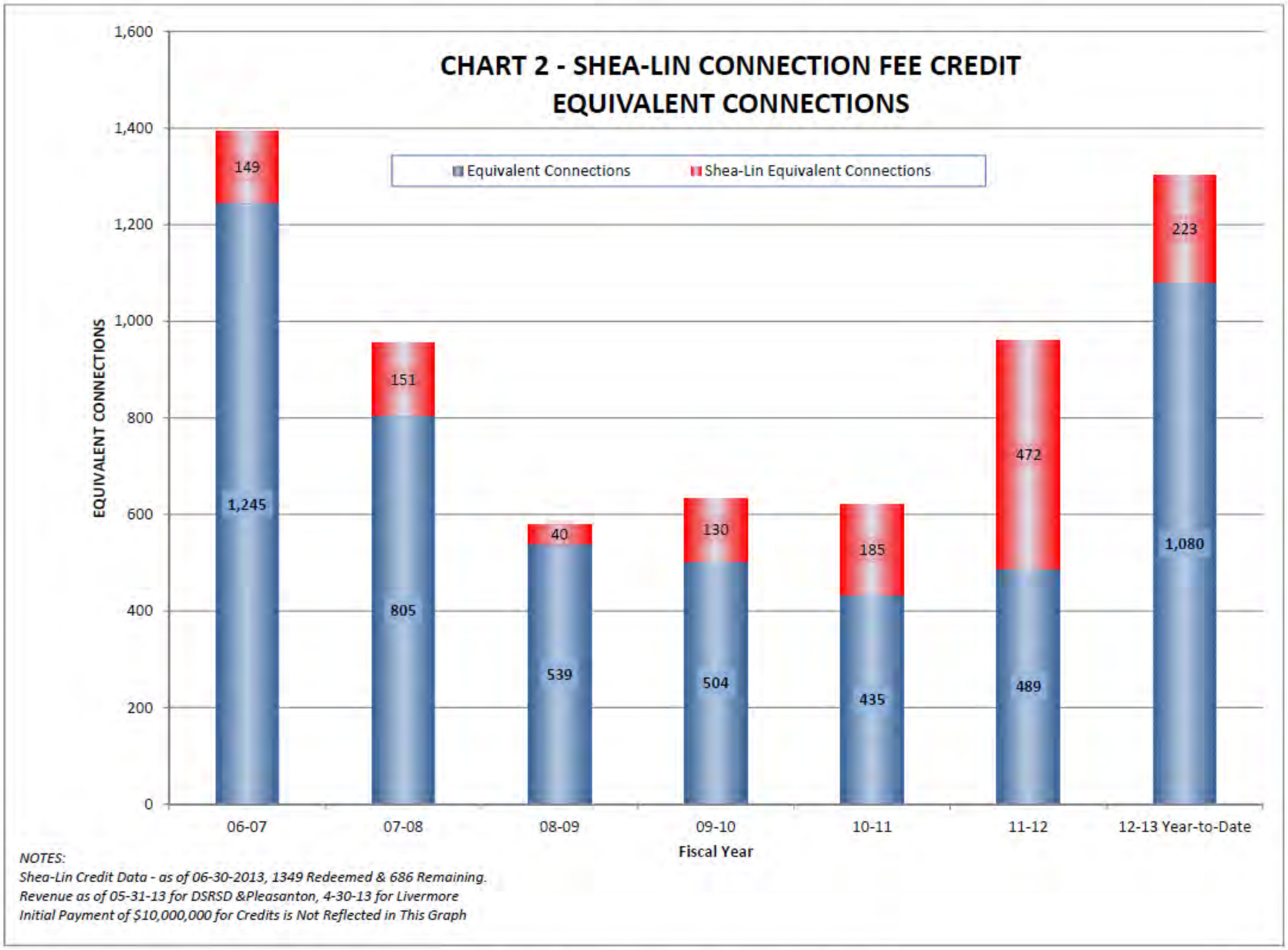
- Based on these revenue and expenditure projections, staff anticipates sufficient funding to pay off the ISA by January 1, 2014. As a contingency, staff has begun evaluating funding options in event that connection fee revenue does not materialize as projected. Staff's preliminary analysis includes inter-fund borrowing and exploring additional financing options.
- Connection Fee Credits

  Per Chart 1 below, 686 connection fee credits are outstanding ($16.1M at the 2013 connection fee level). Since developers are not required to pay the Zone 7 connection fee at the same time the retailer's fee is paid, it is difficult to predict exactly when Zone 7 can expect revenues from these connections or if they will be redeemed as credits. Staff will continue tracking the use of the connection fee credits and provide updates to the Board monthly as part of the staff revenue report.



W:\WSE\Programs\Water Connection Fee\Connection Fee Credits\FY Summary Graph 2012-13 JG WITH FINANCE ACTUALS.xlsxSHEA-LIN CONN FEE CHART 7/2/2013

Equivalent connections for the chart above are shown in Chart 2 below.



W:\WSE\Programs\Water Connection Fee\Connection Fee Credits\FY Summary Graph 2012-13 JG WITH FINANCE ACTUALS.xlsxSHEA-LIN EQUIV CONN CHART 7/2/2013

RECOMMENDED ACTION:

Information only.

ATTACHMENT:

Chart 3 - Fund 73 Projected Available Funding
Fund 73 Five-year Cash Flow Tables

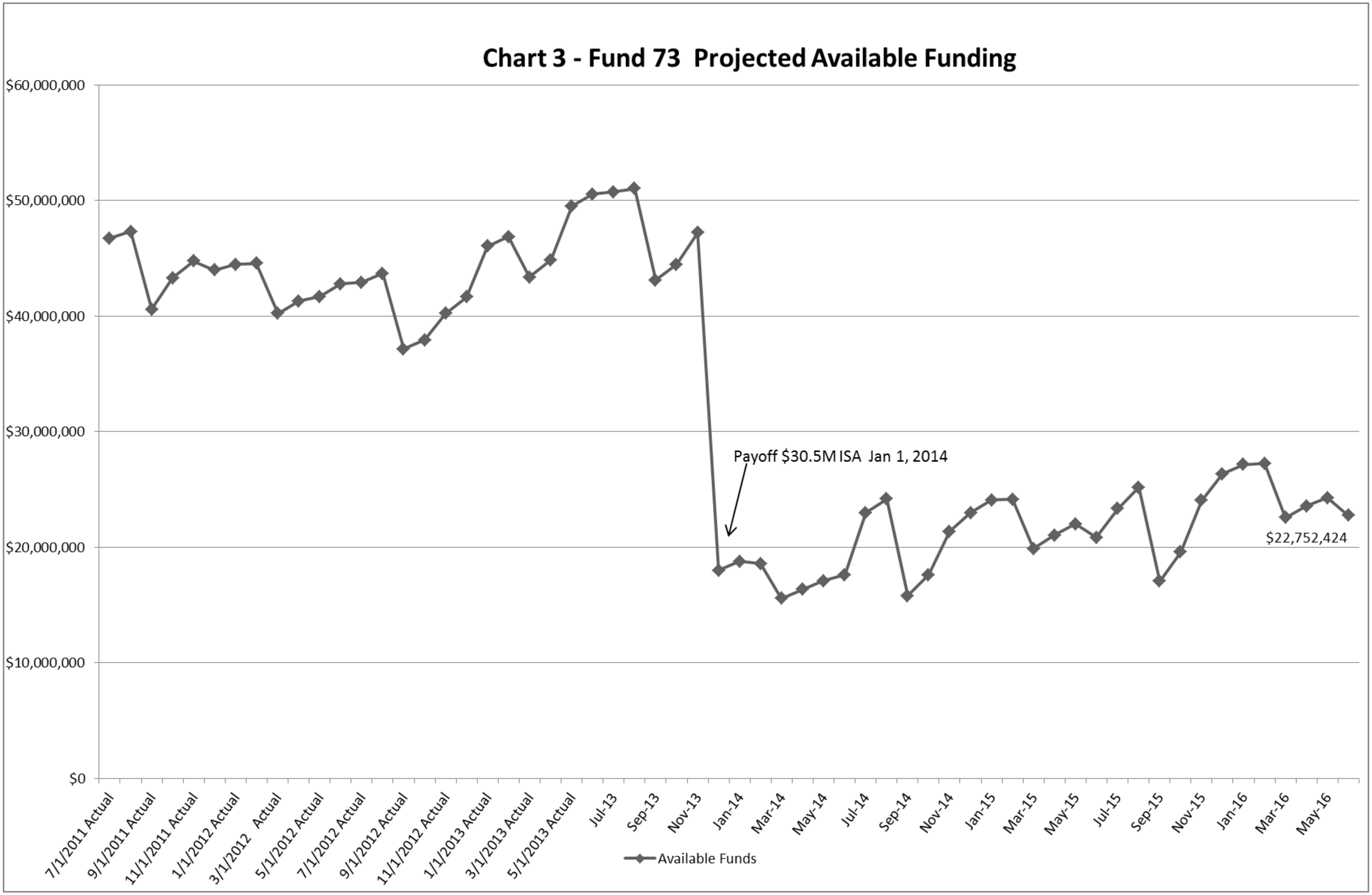


Chart 3 - Fund 73 Projected Available Funding
$60,000,000
$50,000,000
$40,000,000
$30,000,000
$20,000,000
$10,000,000
$0
Payoff $30.5M ISA Jan 1, 2014
$22,752,424
7/1/2011 Actual
9/1/2011 Actual
11/1/2011 Actual
1/1/2012 Actual
3/1/2012 Actual
5/1/2012 Actual
7/1/2012 Actual
9/1/2012 Actual
11/1/2012 Actual
1/1/2013 Actual
3/1/2013 Actual
5/1/2013 Actual
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May-14
Jul-14
Sep-14
Nov-14
Jan-15
Mar-15
May-15
Jul-15
Sep-15
Nov-15
Jan-16
Mar-16
May-16
Available Funds

Fund 73 Cash Flow Tables

	FY 11/12 ACTUAL												
	7/1/2011 Actual	8/1/2011 Actual	9/1/2011 Actual	10/1/2011 Actual	11/1/2011 Actual	12/1/2011 Actual	1/1/2012 Actual	2/1/2012 Actual	3/1/2012 Actual	4/1/2012 Actual	5/1/2012 Actual	6/1/2012 Actual	**Sum of Key Data**
Beginning Fund Balance - Projected	*46,800,014*	*46,724,612*	*47,322,004*	*40,597,497*	*43,290,990*	*44,750,306*	*43,991,120*	*44,457,337*	*44,556,367*	*40,213,341*	*41,282,675*	*41,679,248*	
Source of Funds - Projected													**-**
Z7 Connection Fee Revenue	*0*	*0*	*233,267*	*539,189*	*759,266*	*857,627*	*605,212*	*445,279*	*393,017*	*524,457*	*292,414*	*1,721,016*	***6,370,742***
DV Connection Fee Revenue	*0*	*699,720*	*0*	*2,356,410*	*0*	*0*	*267,540*	*0*	*403,370*	*84,920*	*509,520*	*106,150*	***4,427,630***
DWR Refunds					*884,703*					*969,646*			***1,854,349***
Interest Revenue/Prepaid Connections/Other	-	*1,025*	*87,781*	-	*10,651*	*40,004*	-	*25,000*	*34,545*	*19,227*	*8,283*	*99,152*	***325,668***
ISA													**-**
Total Sources of Funds	*0*	*700,745*	*321,048*	*2,895,599*	*1,654,620*	*897,631*	*872,752*	*470,279*	*830,932*	*1,598,250*	*810,217*	*1,926,318*	***12,978,389***
Available Funds - Projected	*46,800,014*	*47,425,357*	*47,643,052*	*43,493,096*	*44,945,610*	*45,647,937*	*44,863,872*	*44,927,615*	*45,387,299*	*41,811,590*	*42,092,892*	*43,605,566*	
Projected Expenditures	*75,402*	*103,353*	*7,045,554*	*202,106*	*195,304*	*1,656,816*	*406,535*	*371,248*	*5,173,958*	*528,915*	*413,644*	*632,068*	***16,804,906***
Sinking Fund Contribution												*186,072*	***186,072***
Net Available Funds and ISA - Projected	*46,724,612*	*47,322,004*	*40,597,497*	*43,290,990*	*44,750,306*	*43,991,120*	*44,457,337*	*44,556,367*	*40,213,341*	*41,282,675*	*41,679,248*	*42,787,426*	
Designated Reserves												*8,994,748*	
Fund Balance and ISA												*51,782,174*	

FY 11/12 Key Data:	*Projected Connection Fee Revenue:*	*$ 8,501,965*		*Projected Expenditures*	*$ 17,613,418*
	Actually Received	*$ 10,798,372*		*Actually Spent*	*$ 16,990,978*
	% of Actual to Projected	*127%*		*Actually Encumbered*	*$ 288,701*
				% of Actual to Projected	*98%*

	FY 12/13 UNAUDITED ACTUAL												
	7/1/2012 Actual	8/1/2012 Actual	9/1/2012 Actual	10/1/2012 Actual	11/1/2012 Actual	12/1/2012 Actual	1/1/2013 Actual	2/1/2013 Actual	3/1/2013 Actual	4/1/2013 Actual	5/1/2013 Actual	6/1/2013 Actual	**Sum of Key Data**
Beginning Fund Balance - Projected	*42,787,426*	*42,927,288*	*43,679,885*	*37,142,545*	*37,945,375*	*40,221,065*	*41,665,771*	*46,057,683*	*46,874,907*	*43,362,220*	*44,840,606*	*49,511,340*	
Source of Funds - Projected													**-**
Z7 Connection Fee Revenue		*1,509,597*	*1,316,641*	*567,518*	*1,203,137*	*1,904,780*	*4,687,695*	*1,929,431*	*860,805*	*1,275,625*	*3,894,977*	*1,371,506*	***20,521,710***
DV Connection Fee Revenue	*445,830*	*0*	*169,840*	*551,980*	*647,515*	*212,300*	*40,976*	*261,000*	*826,500*	*565,500*		*239,250*	***3,960,691***
DWR Refunds					*969,645*						*1,148,130*		***2,117,774***
Interest Revenue/Prepaid Connections/Other		-	-	*542*	*6,872*		*81,821.45*			*518*	*9,030*	*16,282*	***115,066***
ISA													**-**
Total Sources of Funds	*445,830*	*1,509,597*	*1,486,481*	*1,120,039*	*2,827,169*	*2,117,080*	*4,810,492*	*2,190,431*	*1,687,305*	*1,841,643*	*5,052,137*	*1,627,038*	***26,715,241***
Available Funds - Projected	*43,233,256*	*44,436,885*	*45,166,365*	*38,262,585*	*40,772,544*	*42,338,145*	*46,476,263*	*48,248,114*	*48,562,212*	*45,203,864*	*49,892,742*	*51,138,379*	
Projected Expenditures	*305,967*	*757,000*	*8,023,820*	*317,210*	*551,479*	*672,374*	*418,580*	*1,373,206*	*5,199,992*	*363,258*	*381,402*	*367,130*	***18,731,418***
Sinking Fund Contribution												*228,634*	***228,634***
Net Available Funds and ISA - Projected	*42,927,288*	*43,679,885*	*37,142,545*	*37,945,375*	*40,221,065*	*41,665,771*	*46,057,683*	*46,874,907*	*43,362,220*	*44,840,606*	*49,511,340*	*50,542,615*	
Designated Reserves												*9,223,382*	
Fund Balance and ISA												*59,765,997*	

FY 12/13 Key Data:	*ected Connection Fee Revenue:*	*$ 12,382,587*		*Projected Expenditures*	*$ 19,887,027*
	Actually Received	*$ 24,482,401*		*Actually Spent*	*$ 18,731,418*
	% of Actual to Projected	*198%*		*Encumbered/Carryovers*	*$ 1,155,609*
				% of Actual to Projected	*94%*

	FY 13/14 PROJECTED												
	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	**Sum of Key Data**
Beginning Fund Balance - Projected	*50,542,615*	*50,739,073*	*51,025,760*	*43,125,296*	*44,483,644*	*47,207,868*	*17,999,273*	*18,759,775*	*18,588,230*	*15,556,005*	*16,331,395*	*17,083,723*	
Encumbrances/Carryovers	1,155,609												***1,155,609***
Net Available Funds - Projected	49,387,006												
Source of Funds - Projected													***-***
Z7 Connection Fee Revenue	*1,786,470*	*1,786,470*	*1,786,470*	*1,786,470*	*1,786,470*	*1,786,470*	*1,245,208*	*1,245,208*	*1,245,208*	*1,245,208*	*1,245,208*	*1,245,208*	***18,190,066***
DV Connection Fee Revenue	*20,554*	*20,554*	*20,554*	*20,554*	*20,554*	*20,554*	*14,333*	*14,333*	*14,333*	*14,333*	*14,333*	*14,333*	***209,318***
DWR Refunds					*1,428,960*				*952,640*				***2,381,600***
Interest Revenue/Prepaid Connections/Other	*57,381*	*-*	*-*	*63,461*	*-*	*-*	*56,174*	*-*	*-*	*23,061*	*-*	*-*	***200,077***
ISA													***-***
Total Sources of Funds	*1,864,405*	*1,807,024*	*1,807,024*	*1,870,485*	*3,235,984*	*1,807,024*	*1,315,714*	*1,259,540*	*2,212,180*	*1,282,601*	*1,259,540*	*1,259,540*	***20,981,060***
Available Funds - Projected	*51,251,411*	*52,546,097*	*52,832,784*	*44,995,781*	*47,719,627*	*49,014,892*	*19,314,987*	*20,019,315*	*20,800,410*	*16,838,607*	*17,590,935*	*18,343,263*	
Projected Expenditures	*512,337*	*1,520,337*	*9,707,488*	*512,137*	*511,760*	*31,015,618*	*555,212*	*1,431,085*	*5,244,405*	*507,212*	*507,212*	*503,212*	***52,528,015***
Sinking Fund Contribution												*234,450*	***234,450***
Net Available Funds and ISA - Projected	*50,739,073*	*51,025,760*	*43,125,296*	*44,483,644*	*47,207,868*	*17,999,273*	*18,759,775*	*18,588,230*	*15,556,005*	*16,331,395*	*17,083,723*	*17,605,602*	
Designated Reserves												*9,457,832*	
Fund Balance and ISA												*27,063,434*	

	FY 14/15 PROJECTED												
	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	**Sum of Key Data**
Beginning Fund Balance - Projected	*17,605,602*	*22,967,274*	*24,172,712*	*15,785,594*	*17,608,403*	*21,356,893*	*22,967,838*	*24,069,292*	*24,142,875*	*19,861,773*	*21,032,301*	*22,024,878*	
Source of Funds - Projected													***-***
Z7 Connection Fee Revenue	*2,066,337*	*2,066,337*	*2,066,337*	*2,066,337*	*2,066,337*	*2,066,337*	*1,426,336*	*1,426,336*	*1,426,336*	*1,426,336*	*1,426,336*	*1,426,336*	***20,956,038***
DV Connection Fee Revenue	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	***-***
DWR Refunds	*3,579,000*				*2,137,544*				*1,425,030*				***7,141,574***
Interest Revenue/Prepaid Connections/Other	*122,428*	*-*	*-*	*161,864*	*-*	*-*	*136,877*	*-*	*-*	*177,950*	*-*	*-*	***599,119***
ISA													***-***
Total Sources of Funds	*5,767,765*	*2,066,337*	*2,066,337*	*2,228,201*	*4,203,881*	*2,066,337*	*1,563,213*	*1,426,336*	*2,851,366*	*1,604,286*	*1,426,336*	*1,426,336*	***28,696,731***
Available Funds - Projected	*23,373,366*	*25,033,611*	*26,239,049*	*18,013,795*	*21,812,285*	*23,423,230*	*24,531,051*	*25,495,628*	*26,994,241*	*21,466,059*	*22,458,637*	*23,451,214*	
Projected Expenditures	*406,093*	*860,898*	*10,453,455*	*405,392*	*455,392*	*455,392*	*461,759*	*1,352,753*	*7,132,468*	*433,759*	*433,759*	*429,759*	***23,280,877***
Sinking Fund Contribution												*2,165,000*	***2,165,000***
Net Available Funds and ISA - Projected	*22,967,274*	*24,172,712*	*15,785,594*	*17,608,403*	*21,356,893*	*22,967,838*	*24,069,292*	*24,142,875*	*19,861,773*	*21,032,301*	*22,024,878*	*20,856,456*	
Designated Reserves												*11,622,832*	
Fund Balance and ISA												*32,479,288*	

	FY 15/16 PROJECTED												
	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	**Sum of Key Data**
Beginning Fund Balance - Projected	*20,856,456*	*23,346,081*	*25,173,404*	*17,064,695*	*19,575,463*	*24,039,975*	*26,342,303*	*27,141,641*	*27,245,285*	*22,571,687*	*23,574,148*	*24,284,786*	
Source of Funds - Projected													**-**
Z7 Connection Fee Revenue	*2,397,974*	*2,397,974*	*2,397,974*	*2,397,974*	*2,397,974*	*2,397,974*	*1,655,206*	*1,655,206*	*1,655,206*	*1,655,206*	*1,655,206*	*1,655,206*	***24,319,080***
DV Connection Fee Revenue	*512,919*	*512,919*	*512,919*	*512,919*	*512,919*	*512,919*	*353,998*	*353,998*	*353,998*	*353,998*	*353,998*	*353,998*	***5,201,500***
DWR Refunds					*2,137,184*				*1,424,789*				***3,561,973***
Interest Revenue/Prepaid Connections/Other	*157,297*	-	-	*173,440*	-	-	*151,700*	-	-	*201,823*	-	-	***684,261***
ISA													**-**
Total Sources of Funds	*3,068,191*	*2,910,893*	*2,910,893*	*3,084,333*	*5,048,077*	*2,910,893*	*2,160,904*	*2,009,203*	*3,433,992*	*2,211,026*	*2,009,203*	*2,009,203*	***33,766,813***
Available Funds - Projected	*23,924,646*	*26,256,975*	*28,084,297*	*20,149,028*	*24,623,540*	*26,950,868*	*28,503,206*	*29,150,844*	*30,679,277*	*24,782,713*	*25,583,351*	*26,293,990*	
Projected Expenditures	*578,565*	*1,083,571*	*11,019,603*	*573,565*	*583,565*	*608,565*	*1,361,565*	*1,905,560*	*8,107,590*	*1,208,565*	*1,298,565*	*1,298,565*	***29,627,845***
Sinking Fund Contribution												*2,243,000*	***2,243,000***
Net Available Funds and ISA - Projected	*23,346,081*	*25,173,404*	*17,064,695*	*19,575,463*	*24,039,975*	*26,342,303*	*27,141,641*	*27,245,285*	*22,571,687*	*23,574,148*	*24,284,786*	*22,752,424*	
Designated Reserves												*13,865,832*	
Fund Balance and ISA												*36,618,256*	