# Agenda

# Sacramento Suburban Water District Facilities and Operations Committee

3701 Marconi Avenue, Suite 100 Sacramento, CA 95821

Thursday, May 21, 2015 5:00 p.m.

Public documents relating to any open session item listed on this agenda that are distributed to the Committee members less than 72 hours before the meeting are available for public inspection in the customer service area of the District's Administrative Office at the address listed above.

The public may address the Committee concerning any item of interest. Persons who wish to comment on either agenda or non-agenda items should fill out a Comment Card and give it to the General Manager. The Committee Chair will call for comments at the appropriate time. Comments will be subject to reasonable time limits (3 minutes).

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability-related modification or accommodation to participate in this meeting, then please contact Sacramento Suburban Water District Human Resources at (916)679-3972. Requests must be made as early as possible and at least one-full business day before the start of the meeting.

#### Call to Order

#### Roll Call

# **Public Comment**

This is an opportunity for the public to comment on non-agenda items within the subject matter jurisdiction of the Committee. Comments are limited to 3 minutes.

#### **Consent Items**

The committee will be asked to approve all Consent Items at one time without discussion. Consent Items are expected to be routine and non-controversial. If any member of the Committee, staff or interested person requests that an item be removed from the Consent Items, it will be considered with the action items.

1. Minutes of the April 20, 2015 Facilities and Operations Committee Meeting Recommendation: Approve subject minutes.

Facilities and Operations Committee May 21, 2015 Page 2 of 2

# Items for Discussion and Action

# 2. Potential Proposition 84 IRWM Grant Projects

Receive report on potential grant projects.

# 3. Improvement Standards and Technical Specifications

Receive report on recommended changes to the updated standards.

# 4. Easements Needed from Fulton/El Camino Recreation and Park District

Receive report on easements to be acquired for main replacement projects and direct staff as appropriate.

# 5. Antelope Pump Back Project Operation and Maintenance Agreement

Receive draft agreement and direct staff as appropriate.

# 6. Rutland Well Landscaping

Receive report on landscaping options at the new Rutland Well location.

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# **Upcoming Meetings:**

Monday, June 15, 2015, at 6:30p.m., Regular Board Meeting

I certify that the foregoing agenda for the May 21, 2015, meeting of the Sacramento Suburban Water District Facilities and Operations Committee was posted by May 18, 2015, in a publicly-accessible location at the Sacramento Suburban Water District office, 3701 Marconi Avenue, Suite 100, Sacramento, California, and was made available to the public during normal business hours.

Robert S. Roscoe General Manager/Secretary Sacramento Suburban Water District

#### Minutes

# Sacramento Suburban Water District Facilities and Operations Committee Monday, April 20, 2015

# Call to Order

Chair Bob Wichert called the meeting to order at 4:59 p.m.

Roll Call

Directors Present: Chair Bob Wichert and Kevin Thomas.

Directors Absent: None.

Staff Present: General Manager Robert Roscoe, Assistant General Manager Dan York,

David Espinoza, Heather Hernandez-Fort, Dave Jones, John Valdes, James Arenz, Annette O'Leary, Greg Bundesen, Dan Bills, and Chantelle

Garvin.

**Public Present**: William Eubanks

**Public Comment** 

None.

## **Consent Items**

# 1. Minutes of the March 30, 2015 Facilities and Operations Committee Meeting

Director Kevin Thomas moved to approve the Minutes; Chair Wichert seconded.

AYES:	Thomas and Wichert.	ABSTAINED:
NOES:		RECUSED:
ABSENT:		

# Items for Discussion and Action

# 2. Utilization of Suite 300 - Update

General Manager (GM) Robert Roscoe presented the staff report giving a brief history of the utilization of Suite 300. He explained that this project is within the approved budget and that the primary reason for this project is to combine the Engineering Department into the same location. GM Roscoe also explained some of the Americans with Disabilities Act concerns.

Mr. John Valdes explained that staff designed a basic floor plan which is not sufficient to submit to the County for the required building permits. He stated that staff is proposing to hire Spanda Industrial, who has done the District's previous remodel work at the Marconi office. Spanda would prepare the appropriate architectural plans as part of their contract, to submit to the County for the building permit, in a "design-build" arrangement.

Chair Wichert asked if the proposed remodel would affect the buildings' shell. Mr. Valdes clarified that the buildings' shell would stay the same, and that there are minimal structural changes.

Director Thomas inquired how many people would occupy Suite 300, and how much of the space would be utilized. GM Roscoe explained that about 10 people would occupy approximately two-thirds of the Suite.

Director Thomas wanted clarification that the \$55,000.00 is included in the work under the permit. Assistant General Manager (AGM) Dan York validated his statement. Director Thomas also inquired when this project was going to begin. AGM York indicated that a memo is being drafted for the General Manager this week. Director Thomas further inquired if it was necessary to hire a consultant that specialized in partitions and space planning. GM Roscoe explained that staff is following the standard building permit process. AGM York also reminded the Committee that at the last Facilities and Operations Committee meeting, Chair Wichert recommended that staff hire a space planner specialist. AGM York stated that rather than hire a space planner, staff utilized the services from the workstation vender and Spanda Industrial, who has considerable experience with this type of space remodeling.

Director Thomas inquired if staff is planning on relisting the front vacant portion of Suite 300. GM Roscoe explained that staff could do that, however, he stated that the lease value is low and there is very little parking available. Director Thomas asked about separate heating and air, if the District was to lease out the front portion of suite 300. GM Roscoe clarified that heating and air has always been a part of the lease in prior lease agreements.

Chair Wichert inquired why staff is not planning on moving the GIS department into that space as well. GM Roscoe explained that it was not entirely necessary to relocate the GIS department, as it would then leave an open space in Suite 100.

The Committee accepted the update with full support.

# 3. Improvement Standards and Technical Specifications

GM Roscoe gave a brief background on the review process of the Districts' Improvement Standards and Technical Specifications. Mr. Espinoza followed up with further details.

Chair Wichert noted an inconsistency in the language in the report. He noted that staff is proposing to update the language in the Improvement Standard and Technical Specifications stating that the preferred minimum width for a dedicated water line easement shall be 20-feet, however, in the Coleman Engineering (CE) Report, the recommendation specifies 10-feet as the standard minimum permanent easement width. Mr. Espinoza clarified that initially staff recommended a 10-foot easement, but then amended the language to adjust the minimum to a 20-foot easement; adding in language that would allow flexibility to reduce the easement width as needed on a case by case basis.

Chair Wichert questioned why CE states in their report that a 20-foot easement would be preferred, but then recommended a 10-foot easement. GM Roscoe clarified that what he believes CE was suggesting is that a 10-foot width would be the very minimal width. GM Roscoe also noted that CE states in their report that; "the District may consider requiring a wider construction easement, likely 20-feet in cases where future pipeline construction is planned." GM Roscoe also stated that staff is recommending softer language for purposes of negotiating easement widths.

Chair Wichert further noted that the statement in the CE report didn't clearly specify which minimum easement that they are recommending, and that the CE report doesn't necessarily support staff's recommendations. He stated that staff should propose to CE to differentiate between new or existing services, and to note if there are special considerations between a 10-foot and a 20-foot preferred minimum width. Chair Wichert further stated that if staff wants a 20-foot easement width, then staff will need to justify that in their discussion. GM Roscoe suggested the Committee allow staff to review the report and make adjustments as necessary.

Director Thomas suggested adding the wording; "the preferred minimum width for a new dedicated line easement would be 20-feet;" with allowing the General Manager the flexibility to negotiate less, on a case by case basis.

The Committee agreed to allow staff to review the report and make adjustments as necessary, then bring back the updated report to a future Facilities and Operations Committee meeting.

# 4. Amending Regulations Nos. 1 through 14, 16 and 17 of the Regulations Governing Water Service

AGM York reported the proposed changes to the Regulations Governing Water Service. He noted that most of the changes are relatively minor.

Chair Wichert noticed that in Regulation 1, the phrase "meter setter" was removed, but it was not removed throughout the entire regulation. He suggested reviewing Regulation 1 to maintain consistency.

Director Thomas commented on Regulation 14, page 5, inquiring if imprisonment is a necessary punishment for bypassing a Backflow Prevention Assembly. GM Roscoe identified that bypassing a Backflow Prevention Assembly could be poisoning the public water system, and that some of that language came from California Code of Regulation.

Chair Wichert suggested in Regulation 7, page 1, that staff remove the phrase "for any reason" from the end of the third sentence. GM Roscoe agreed.

The Committee recommended accepting the changes as modified and directed staff to present this to the full Board with a recommendation of approval.

# Adjournment

Chair Wichert adjourned the meeting at 5:31p.m.



# Facilities & Operations Committee Agenda Item: 2

Date:

May 13, 2015

Subject:

Potential Proposition 84 IRWM Grant Projects

**Staff Contact:** 

John E. Valdes, Engineering Manager

# **Recommended Committee Action:**

Receive report on District projects that might be potential candidates for the final round of Proposition 84 Integrated Regional Water Management (IRWM) grant funding.

# Discussion:

Integrated Regional Water Management (IRWM) is a collaborative effort by the Department of Water Resources (DWR) to manage all aspects of water resources in a region. Proposition 84, Chapter 2, of the IRWM Grant Program, as administered by DWR, provides funding for projects that help local public agencies meet the long term water needs of the State, including the delivery of safe drinking water and the protection of water quality and the environment. Legislation for Proposition 84 allocated funding for each hydrologic region of the State, as identified in the California Water Plan (update 2005). For the IRWM Grant Program, these areas are referred to as "funding areas" instead of hydrologic regions. Since 2010, IRWM has awarded over \$592 million for planning and implementation projects throughout the State.

DWR recently released the final Round of Prop. 84 IRWM grant funding. A total of \$10.1 million in funding is available for the Sacramento River funding area, to which our District belongs. With this grant solicitation, DWR is requiring a minimum funding match of 25 percent of the total proposal cost. Also, because of the limited amount of funding available statewide, DWR has indicated that it's possible that individual applicants may receive less than the full amount requested. The Regional Water Authority (RWA), in taking the lead on the grant application, has asked member agencies to update their list of projects on the IRWM portal (website). RWA encouraged all stakeholders to update their project information on the IRWM website in order to be considered for the final round of Prop. 84 IRWM grant funding. Although RWA does not yet know what projects they might pursue from the final round of Prop. 84 grant funding, they established a cutoff date of May 15, 2015, for projects that want to be considered for pursuit of this grant funding.

District staff has updated and populated the IRWM website with potential projects. See the attached Exhibit 1 for a list of projects that are included on the IRWM website and which,

Potential Proposition 84 IRWM Grant Projects May 13, 2015 Page 2 of 2

therefore, would be possible candidates for the final round of Prop. 84 IRWM grant funding. These projects are listed in priority order in terms of importance to the District.

# **Fiscal Impact:**

The potential amount of grant funding that could be obtained is unknown at this time.

# **Strategic Plan Alignment:**

Facilities and Operations -2.A. The District will utilize appropriate planning tools, identify financial resources necessary, and prioritize system requirements to protect and maintain District assets and attain water resource objectives incorporating resource sustainability into the framework.

This item aligns with this goal because potential grant funding has been identified that could pay for the capital cost of important water infrastructure projects.

Leadership – 5.C. Participate in regional water management partnerships (e.g. RWA, SGA).

SSWD demonstrates leadership by working with RWA and other area water purveyors on a potential grant application.

Sacramento Suburban Water District Potential Prop. 84 IRWM Grant Projects

Project Name	Project Type	Project Description	Primary Benefit	Estimated Cost
SSWD - 2016 Meter Retrofit Project	Infrastructure - Water Supply	Install 1,470 residential water meters to conserve water and per SSWD Meter Retrofit Plan to complete metering per AB2572 and Water Forum PSA agreement.	Water Supply	\$1,750,000
Well #N36 Manganese Treatment	Infrastructure - Water Supply	Well #N36 is a new SSWD well that was constructed and put into service in 2009 with a design capacity of 1,500 gpm. The well is equipped with a variable frequency control (VFD) and a standby generator for use in the event that power fails. The well is producing groundwater with manganese concentrations greater than the Maximum Contaminant Level (MCL). The proposed project includes the installation of automated manganese reduction vessels, a backwash tank, and the associated controls, piping, valves and concrete foundations. This project will produce an additional 1,500 gpm for use in the SSWD distribution system.	Water Supply	\$1,250,000
Capehart System Connecting Main	Infrastructure - Water Supply	SSWD's isolated Capehart service area includes two wells, an elevated storage tank, and a hydropneumatic pressure tank. Currently, both wells have been taken out of service because Chromium 6 levels are above the Maximum Contaminant Level (MCL). The service area is currently being fed from SSWD's North Service Area (NSA) by a pipeline that enters Capehart from the east. However, another pipeline from the south is recommended to provide better redundancy and water supply reliability. This project consists of the installation of a 16-inch water main from Walerga Road and Antelope Road, then running west down Antelope Road to Watt Avenue, then running north along Watt Avenue, and then running east on Navaho Drive. Due to the pressure differences between the NSA and Capehart, a new PRV will also need to be installed (at Well # MC-C1 off of Navaho Drive).	Water Supply	\$2,000,000
Well #N24 Capacity Increase	Infrastructure - Water Supply	SSWD's Well #N24 is a 14-inch diameter well with its shallowest perforation located at a depth of 260 feet. The well's current static water level, its pumping water level at 1,000 gpm, and its specific capacity (current and historical) indicate that the well can produce an estimated additional capacity of 500 gpm. The proposed project includes well rehabilitation, test pumping, and well pump upgrades.	Water Supply	\$250,000
McClellan Well #MC10 Improvements/ Upgrades	Infrastructure - Water Supply	An existing well (#MC10) located in SSWD's McClellan Park Service Area does not typically operate due to high pressure in the surrounding distribution system. The well is also installed in a pit which is not desirable and does not meet current State Division of Drinking Water (DDW) requirements. The proposed project includes filling in the pit, bringing the well pedestal up to normal ground surface, demolishing the existing well pump house building, modifying the discharge piping, and adding a control valve and pump-to-waste capability. Well rehabilitation and other upgrades are also needed before the well is placed into service. An estimated 800 gpm will be made available to serve other parts of SSWD's distribution system when the well is put into operation.	Water Supply	\$500,000

Date: May 13, 2015

Barrett Ranch East Well	Infrastructure - Water Supply	The project would construct a new groundwater production well with pump station and treatment facilities within the proposed new Barrett Ranch East subdivision. The new pump station would provide an estimated capacity of 1,500 gpm in SSWD's North Service Area. When operated as part of conjunctive use program, the well is expected to yield an average annual supply of 2,000 acre-feet.	Water Supply	\$2,600,000
Kingbird Well	Infrastructure - Water Supply	The project would construct a new groundwater production well with pump station and treatment facilities. The new pump station would províde an estimated capacity of 1,500 gpm in SSWD's North Service Area. When operated as part of a conjunctive use program, the well is expected to yield an average annual supply of 2,000 acre-feet.	Water Supply	\$2,500,000
Verner Reservoir	Infrastructure - Water Supply	The project consists of the construction of a 3 million gallon (MG) reservoir tank with booster pump station and related facilities that will provide additional water supply storage capacity and increase water supply availability and reliability for fire protection. SSWD already owns a 2.5 acre site for the proposed project, located within the urban setting of the City of Citrus Heights. Surface water is available in SSWD's North Service Area through a contract with Placer County Water Agency (PCWA) but this water has limitations on its availability. The proposed project area is slightly higher in elevation than the surrounding area. In the past, when surface water has not been available, this area has experienced low water pressure. In addition, there is poor water circulation in this area which can lead to secondary taste and odor problems. A new groundwater well in this area (Verner Well) may help alleviate these problems, especially if storage is provided.	Water Supply	\$5,000,000
Well #20A Capacity Increase	Infrastructure - Water Supply	SSWD's Well #20A is a 14-inch diameter well with its shallowest perforation located at a depth of 194 feet. The well's current static water level, its pumping water level at 950 gpm, and its specific capacity (current and historical) indicate that the well can produce an estimated additional capacity of 500 gpm. The proposed project includes well rehabilitation/ testing and well pump upgrades.	Water Supply	\$250,000
Well #65 Capacity Increase	Infrastructure - Water Supply	SSWD's Well #65 is a 14-inch diameter well with its shallowest perforation located at a depth of 187 feet. The well's current static water level, its pumping water level at 750 gpm, and its specific capacity (current and historical) indicate that the well can produce an estimated additional capacity of 400 gpm. The proposed project includes well rehabilitation/ testing and well pump upgrades.	Water Supply	\$250,000
McCiellan Business Park Reservoir	Infrastructure - Water Supply	The project consists of the construction of a 3 million gallon (MG) reservoir tank with booster pump station and related facilities that will provide additional water supply storage capacity and increase water supply availability and reliability for fire protection. SSWD already owns a 2.0 acre site for the proposed project, located within McClellan Business Park. The need for this project was identified in SSWD's 2009 Water System Master Plan, by Brown and Caldwell. SSWD currently supplies water to the base through interconnections with other SSWD service areas. Surface water is available to SSWD's North Service Area through a contract with Placer County Water Agency (PCWA) but this water has limitations on its availability. When available, surface water obtained from PCWA could be used in lieu of groundwater supplies to fill the tank. Because of the potential growth in this service area, the project would also provide water storage for water supply reliability and fire protection.	Water Supply	\$5,000,000

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\$2,000,000	\$500,000	\$1,250,000	\$1,250,000	\$1,250,000	\$27,600,000
Water Supply	Water Supply	Water Supply	Water Supply	Water Supply	TOTAL
The Greenback Woods subdivision is located in the northeast portion of SSWD's North Service Area (NSA). Currently, during periods of sustained and extreme hot weather conditions over multiple years, the neighborhood experiences water pressures below SSWD's minimum for maximum-day demand conditions. This project consists of the construction of a new transmission main in the Greenback Woods subdivision, which would allow for better distribution of surface water from the existing Antelope Transmission Pipeline (ATP) into the District's NSA. More surface water could be taken via the ATP which would further conjunctive use and lessen the use of groundwater when surface water is available. Such a pipeline will also solve the low-pressure and circulation problems which exist in this area.	SSWD's isolated Capehart service area includes two wells, an elevated tank, and a hydropneumatic pressure tank. Currently neither well is in operation due to the influx of high pressure system water generated from outside the Capehart service area. The proposed project includes the installation of a control panel with a programmable logic controller (PLC) to control the operation of a remote area, an isolation valve, a replacement hydropneumatic tank, and well upgrade/rehabilitation work. With the two Capehart wells in operation, an estimated 1,100 gpm will be made available to serve other parts of the SSWD distribution system.	Well #N7 is a SSWD North Service Area well with 14-inch diameter blank casing /well screen and constructed to a depth of 469 feet. The well is producing groundwater with manganese concentration greater than the CDPH MCL. The proposed project includes the installation of automated manganese reduction vessels, a backwash tank, and the associated controls, piping, valves and concrete foundations. This project will produce an additional 1,130 gpm for use in the SSWD distribution system.	Well #N20 is a SSWD North Service Area well cased with 14-inch diameter blank pipe and well screen to a depth of 602 feet. The well is producing groundwater with manganese concentration greater than the CDPH MCL. The proposed project includes the installation of automated manganese reduction vessels, a backwash tank, and the associated controls, piping, valves and concrete foundations. This project will produce an additional 1,100 gpm for use in the SSWD distribution system.	Well #N31 is a SSWD North Service Area well cased with 14-inch diameter blank pipe and well screen to a depth of 524 feet. The well is producing groundwater with manganese concentrations greater than the CDPH MCL. The proposed project includes the installation of automated manganese reduction vessels, a backwash tank, and the associated controls, piping, valves and concrete foundations. This project will produce an additional 820 gpm for use in the SSWD distribution system.	
Infrastructure - Water Supply	Infrastructure - Water Supply	Infrastructure - Water Supply	Infrastructure - Water Supply	Infrastructure - Water Supply	
Indian River/Flaming Arrow Water Supply Pipeline	Capehart System Upgrades	Well #N7 Manganese Infrastructure - Treatment Water Supply	Well #N20 Manganese Treatment	Well #N31 Manganese Treatment	



# Facilities & Operations Committee Agenda Item: 3

**Date:** May 12, 2015

**Subject:** Improvement Standards and Technical Specifications

Staff Contact: David Espinoza, Associate Engineer

# **Recommended Committee Action:**

Receive report on the update to the District's Improvement Standards and Technical Specifications (Standards). No action is requested from the Facilities & Operations Committee (Committee) as the General Manager has the authority to implement changes to the Improvement Standards and Technical Specifications without Board action.

#### **Discussion:**

The Board has adopted an "Improvement Standards and Technical Specifications Policy" dated February 28, 2011. Section 200.00 of this policy states that: "In conformance with the California Water Code, Division 12, County Water Districts, the General Manager has the full responsibility and authority to set standards and specifications for the planning, design, construction, modification or repair of the water works system of the District." Furthermore, it is stated in Section 300.00 of the policy that "The Improvement Standards and Technical Specifications will be maintained as a separate document and will be considered the procedures of this policy. The General Manager may review and change the Improvement Standards and Technical Specifications as necessary to meet the needs of the District."

The District has Standards to be adhered to in the design and construction of water system improvements. The Standards consist of engineering design standards, standard construction details and standard construction specifications. The Standards are periodically updated by the General Manager in order to reflect changes in construction methods and materials, to meet current regulations and to ensure that capital investments are made with an objective to maximize the useful life of water system infrastructure. While minor changes to the Standards have been made over the years, this will be the first major update of the Standards since the former Arcade and Northridge Water Districts consolidated on February 1, 2002. Since 2002, the Standards have been modified with Special Provisions to District bid documents, but an update is needed to address projects initiated by developers. While the District is mostly built-

out, there are still areas where new subdivisions will be constructed and commercial/residential parcels redeveloped.

In November 2014, following a qualification based selection process, Coleman Engineering (CE) was hired to perform an independent review of the District's Standards and to research easement requirements among other water purveyors. CE was tasked with an independent review of the Standards to see if they were consistent with other similar sized water agencies in the area. As part of their review process, CE met with each District department to discuss potential changes recommended by staff. In addition, District staff provided CE with examples of recent situations where there were challenges in trying to implement the current Standards while reviewing developer requests for water service. During the course of their review, CE did identify certain recommended changes and revisions to the District's Standards. None are considered significant. Various Standard Details have been requested by staff to be added to be consistent with current practice or to allow for expected revisions. The details added/updated are: Blow Off Detail, Air Relief Valve, 5/8" Meter for Condo/Duplex, 4-Plex Meter Detail, Hose Bib Connection, Placer Water Works Enclosure, and New In-Tract Service Line Installation. Various miscellaneous corrections/recommendations by staff were also discussed with CE. With the approval of the General Manager, the Standards will be updated utilizing both CE's and staff's recommendations.

This item was presented to the Committee at their meeting on April 20, 2015. Chair Wichert requested that staff further justify the need for a 20-foot easement and provide reasoning on why if differs from the recommendation by the District's consultant. Staff has expanded the research on easement widths and provided justification for a 20-foot easement. Staff has also provided reasoning for the conflicting recommendations from staff and the consultant.

The District's engineering staff has the responsibility of reviewing development projects as well as managing District funded capital improvement projects. In the process of reviewing developer plans or District CIP plans, it is not unusual for staff to encounter existing water lines on private property which lack a recorded easement. Without an easement the District has no legal right to have the existing water lines on private property, and, importantly, the liability of any potential incidents lies with the District.

Over the past several years, staff has periodically experienced difficulty acquiring 20 foot easements due to particular circumstances. Therefore, staff directed CE to conduct a research to determine if there are varying standards for easement widths. CE's research into easements resulted in an Easement Research Summary Memorandum (Memo), attached as Exhibit 1. As revealed in the Memo, CE researched five water purveyors, and of the five, there was only one water purveyor with a set minimum width for easements. The remainder of water purveyors which were researched, left easement widths to the discretion of engineering staff based on site specific conditions. Staff took the initiative to research additional water purveyors in the surrounding Sacramento area and discovered a variety of easement width requirements, as shown in the table attached as Exhibit 2.

As seen in Exhibit 2, the easement widths range from 10-feet to 30-feet with the most common being 15-feet and 20-feet. Staff believes the desired easement width should be 20-feet wide in

order to maintain the existing water line as well as leave room for maintenance and replacement. Staff is recommending continuing requiring the wider 20-foot easement width, yet amending the Standards to allow for flexibility in a case by case basis. The District's current minimum width is described in the Standards, Section D-3, Location of Water Mains and reads as follows:

All water mains and pipelines will be constructed and installed within improved streets, between curbs. Alternate locations will be permitted only with specific approval of the General Manger or his duly authorized representative and may require a dedicated water line easement, minimum 20-feet wide.

Staff is proposing to amend the language to read as follows:

All water mains and pipelines will be constructed and installed within improved streets, between curbs. Alternate locations will be permitted only with specific approval of the General Manger or his duly authorized representative and may require a dedicated water line easement. The preferred minimum width for a dedicated water line easement shall be 20-feet. On a case by case basis, the General Manager has the authority to approve an easement of less than 20-feet.

The majority of District-acquired easements are free of charge. Easements are granted either by developers during development of a project or by acquisition during the design phase of capital improvement projects. During new development of vacant land, the developer will anticipate the need for an easement and design the project accordingly. In this scenario, a 20-foot easement is practical if determined that a water line will need to be installed on private property.

When staff is requesting an easement from an owner for an existing waterline on their property. the District is at a disadvantage and a narrower easement may be acceptable. The property owner could decline and the District would continue to carry liability due to the lack of an easement, unless a condemnation process was initiated. An easement narrower than 20-feet is a reasonable compromise for both the District and the owner when extenuating circumstances exist. Similarly, on capital improvement projects, the District is at a disadvantage when existing water lines are not within easements and there's a need for replacing the water lines. In such case, there's no point in retrieving an easement over the water main that is to be replaced shortly, instead staff may pursue an easement across another portion of the parcel. A 10-foot easement is a reasonable width and one which has been minimally challenged by owners and developers. Again, a 20-foot easement would be ideal, but a narrower easement is preferable to the no easement alternative. The existing requirement for a 20-foot easement is seen as a steep unexpected burden on such an owner's land. Not only does an easement limit the owner/developer's ability to build on a parcel, but it also devalues the parcel. The amended language provides staff the ability to continue pursuing 20-foot easements on developer projects and capital improvement projects and at the same time provide the flexibility to negotiate for a narrower easement when situations dictate.

Improvement Standards and Technical Specifications May 12, 2015 Page 4 of 4

CE's Memo recommended a 10-foot easement width, however taking into consideration the limited research performed by CE, it was necessary for District staff to expand on that research. The District acknowledges a 20-foot easement width is at the upper range of the findings but it reflects the preferred width for future access needs. The General Manager is pursuing the flexibility to approve a narrower easement under extenuating circumstances.

# **Fiscal Impact:**

There is no fiscal impact for the District amending the Standards. Fiscal impact is unknown where an easement does not exist. However, liability could be very costly.

# **Strategic Plan Alignment:**

Facilities and Operations -2.B. Monitor and improve the District's efficiencies in operating and maintaining system infrastructure.

# **EXHIBIT 1**

# Memorandum

To: John Valdes

From: Chad Coleman, P.E.

Date: | December 31, 2014

Project: | Sacramento Suburban Water District - Regulations Review

Subject: | Easement Research Summary

The purpose of this memorandum is to summarize the following:

- Project Background
- Regulations Research
- Research Findings
- Construction Considerations
- Estimated Easement Costs
- Recommendations

# Project Background

Regulations drafted by similar water utility districts were reviewed in order to research the most appropriate and current regulations to present to SSWD. This effort is a part of a larger scope that involves the review of all District regulations for the purpose of updating and addressing some specific District concerns.

Furthermore, issues have arisen that have motivated a more comprehensive review of the regulations that pertain to common issues. At issue in this memo is a question of the type and size of easement should be required for construction and maintenance of water pipelines. Research was conducted and calculations were made to derive the following conclusions.

# Regulations Research

The following regulations were reviewed and used as comparisons for this issue:

- Contra Costa County Water District (CCCWD)
- Citrus Heights Water District (CHWD)
- El Dorado Irrigation District (EID)
- Sacramento County
- City of Sacramento



These water purveyors were selected as references due to their proximity to SSWD, their similar user types, and similar infill concerns. Contra Costa County Water District Regulations were also reviewed because it is understood that the CCCWD regulations were used as a basis of the current SSWD regulations.

# Research Findings

EID Board Policies and Administrative Regulations require a minimum easement width of 10-feet to accommodate future work on buried pipelines. There are numerous consistent references in the EID Regulations to 10-foot easements as their standard.

The remaining four District/City/County regulations were reviewed without finding specific references to standard easement widths. There were either general statements pertaining to water pipeline easements, or nothing specifying easement widths at all. No precedent was available from these remaining regulations that were helpful for comparison purposes.

Two other observations were notable. First, most regulations left the issue of easement widths open to the judgment of engineering staff and based on site specific conditions such as amount and condition of conflicting utilities. Second, we did find some references to narrower permanent easements and wider temporary construction easements.

# **Construction Considerations**

More important than the comparison of what other similar water purveyors are doing is the question of what minimum easement width is required by District staff to support future operations, maintenance, and construction repair activities.

It is assumed that if a buried pipeline is in need of future repair, District staff will either complete the repair using District equipment, rental equipment, or will contract the repair to a third party who is made aware of the easement constraints. In any case, the available easement width is something that should be known and can be planned for in the future construction operation.

The District currently has multiple excavating machines that are not more than 3-feet wide. These are typically used to access backyards, through existing gates and on sidewalks. If the future space is not constrained, it is assumed that larger equipment may be used up to and including a typical rubber tired backhoe. For comparison purposes, a Case 580 series backhoe is less than 7-feet wide.

Another viable approach is to hand dig water main repairs. Interviews with District Operations staff confirmed that this is a method that has been successfully employed multiple times in the past. District staff expressed no issues with the assumption that future repairs may be required to be excavated using hand tools.



It is likely that future repair and maintenance activity inside a 10-foot easement would be constrained. It is unlikely that all construction would be strictly contained inside a 10-foot easement area. However, it is also likely that in the event that the District is repairing a leak that the property owner would be cooperative and even appreciative of District efforts. Actual District experience with customers and property owners has demonstrated that slight encroachments outside easement areas have not been objectionable to property owners. During interviews with District Engineering, Operations, and Maintenance Staff, no one was able to recall an incident where the District has suffered financial damage as a result of exceeding the limits of their easements during maintenance and repair activities.

District staff did express that there is a history of making generous efforts to repair hardscape and landscape damaged by construction activities. This is likely a significant contributor to the positive reactions of the affected land owners. Without completing a great deal of analysis, it seems evident that it is cost effective for the District to remain generous with single property owners rather than acquire easements that are comparatively wide on entire pipeline alignments just to avoid the possibility of encroaching out of the easement during future repairs.

## **Estimated Easement Costs**

In January 2014, the District retained the firm Overland Pacific & Cutler, Inc. (OPC) to value easements that were acquired in 2013. The OPC memo used historical data to estimate an average cost per square foot of both residential and commercial land that is used for easement purposes. We suggest that any discussion of standard District easement widths be made with consideration of the current cost of land in order to accurately assess the cost to benefit ratio.

In 2013, residential land was valued between \$3 and \$4 per square foot and commercial land was valued between \$9 and \$11 per square foot.

## Recommendations

Based on research, we recommend the following approach to the issue of defining minimum easement widths in the regulations:

- Specify 10-feet as the standard minimum permanent easement width.
- Include language stating that the District Engineer shall have the right to evaluate each
  and every case and to increase the standard easement width as site specific conditions
  dictate. This will give the District the ability to adjust for constraints such as conflicting
  buried utilities.
- The District may consider requiring a wider construction easement, likely 20-feet, in cases where future pipeline construction is planned but not a part of the current project. This will give the District the ability to perform future construction activities and then abandon the temporary easement without incurring the long term cost of a relatively wide permanent easement.



# **EXHIBIT 2**

# Water Purveyor Easement Width Requirements for Water Mains Outside the Public Right-Of-Way

	Minimum Width					
Water Purveyor	10'	15'	20'	30'		
California American Water Co.		×				
Carmichael Water District	Х					
Citrus Heights Water District		Х				
City of Roseville		Х				
El Dorado Irrigation District			Х			
Fair Oaks Water Dist				х		
Placer County Water Agency			Х			
San Juan Water District			Х			



# Facilities & Operations Committee Agenda Item: 4

Date:

May 14, 2015

Subject:

Proposed Easements from Fulton/El Camino Recreation and Park District

**Staff Contact:** 

Dave Jones, Associate Engineer

Patrick Wilson, Assistant Engineer

# **Recommended Committee Action:**

Receive report from staff on easements needed from the Fulton/El Camino Recreation and Park District (FECRPD) for various main replacement projects and direct staff to continue discussions on the easement acquisitions for Sites 1 through 3 with the FECRPD. Also, direct staff to come back to the Committee with further information as it becomes available.

# Discussion:

Over the past year, District staff has been working with management staff of FECRPD regarding the possible acquisition of three separate pipeline easements that will support proposed main replacement projects. In addition, one ingress/egress easement is needed to District Well #12. At the FECRPD's April Board Meeting, attended by District staff, their Board voiced options to explore financial exchanges for the easements. District staff informed the FECRPD Board that typically public agencies do not request financial exchanges for easements. However, they were informed that a public agency has the right to request a financial exchange. Based on current easement values for undeveloped property, the value for an easement is estimated at \$3.00 per square foot (sf). The easements in question are described in detail below:

<u>Site 1</u>, as shown on Exhibit 1 attached, is an easement for a new pipeline and an ingress/egress access easement to the District's Well #12, located in Santa Anita Park. Currently, there is a 15-foot wide ingress/egress easement acquired in the 1950's along the back property line between the Park and the homeowners on the south side of Hernando Road. This recorded easement has never been put into District use, is currently occupied with both underground and aerial utilities, and is landscaped with established trees. Due to its location and current use, the existing 15-foot

Proposed Easements from Fulton/El Camino Recreation and Park District May 14, 2015
Page 2 of 3

easement does not meet the District's needs for the main replacement project. Consideration should be given to the possibility of quit claiming this easement back to the FECRPD as part of the negotiation process.

As shown on Exhibit 1, two new proposed easements are within the boundary of the Santa Anita Main Replacement Project now under construction. One easement is a 10-foot wide ingress/egress easement over an existing 10-foot wide concrete walkway that extends from Hernando Road to the well site. The approximate area of the proposed ingress/egress easement is 6,200 sf. In addition to the ingress/egress easement, there is also a separate 10-foot wide water pipeline easement for pipeline installation combined with two temporary 5-foot wide construction easements on each side of the pipeline easement. This allows for a 20-foot wide area to install the proposed water pipeline. Members of the FECRPD board are only willing to provide the District a 10-foot pipeline easement at the end of construction. Additional permanent width may require eminent domain action which would involve considerably greater cost. The approximate area of the proposed pipeline easement is 7,400 sf. At a cost of \$3.00 per sf, the total value of these two easements is estimated at \$40,800.

Site 2, as shown on Exhibit 2 attached, is part of the Barcelona Water Main Replacement Project slated for construction in 2016. The proposed pipeline easement will allow for the upgrading of an existing public fire hydrant to meet District standards and includes installation of a properly sized water main to meet current fire flow requirements. The existing fire hydrant now in place is supplied by a 6-inch outside diameter steel (ODS) water main which was installed without the benefit of an easement in the late 1950's. The proposed easement is a 10-foot wide water line easement to allow for the installation of the pipeline and fire hydrant combined with two 5-foot construction easements on each side of the pipeline easement. The approximate area of the proposed pipeline easement is 2,500 sf. At a cost of \$3.00 per sf, the total value of this easement is estimated at \$7,500. It may be possible that the fire hydrant can be relocated to the public right-of-way, with the fire district's approval. The fire district has not responded yet to staff's inquiry. Members of the FECRPD board are only willing to provide the District a 10-foot pipeline easement at the end of construction.

Site 3, as shown on Exhibit 3 attached, is part of the 2016 Drayton Heights Phase 2 Water Main Replacement Project. Currently, SSWD's Well #37 delivers water to the existing distribution system through backyard ODS water mains. The Drayton Heights Phase 2 project will install new ductile iron water mains in the street rights of way. However, since Well #37 does not front any right of ways or have any easements available for infrastructure or access to the well, it is necessary to acquire an easement through the existing parking lot owned by FECRPD. The proposed easements, 10-foot pipeline and 10-foot construction, provide for a 20-foot working width for construction of the water system facilities. Members of the FECRPD board are only

willing to provide the District a 10-foot pipeline easement at the end of construction. The approximate area of the proposed pipeline easement is 3,500 sf. At a cost of \$3.00 per sf, the total value of this easement is estimated at \$10,500.

# **Additional Discussion:**

As a consideration for FECRPD to grant the three needed easements, their staff are considering requesting the District's Board consider the possible installation of a public drought resistant garden at the north end of Howe Park, (between the easement and the private properties adjacent to the parking lot). The preliminary discussion and scope of work for this garden area is in its infancy. The garden area may be as large as 17,000 sf with an estimated cost of \$15 per sf, or \$255,000. The estimated cost of a garden area appears to far outweigh the value of the easements proposed for acquisition which total roughly \$60,000. However, if the District did choose to participate in a garden, FECRPD would maintain the garden. In the past the District has teamed with the Carmichael Water District in the construction of a native plant garden at William Pond Park for approximately \$100,000 plus on-going maintenance of approximately \$1,000 per year.

The next FECRPD Board Meeting will be held on Thursday, May 21, 2015.

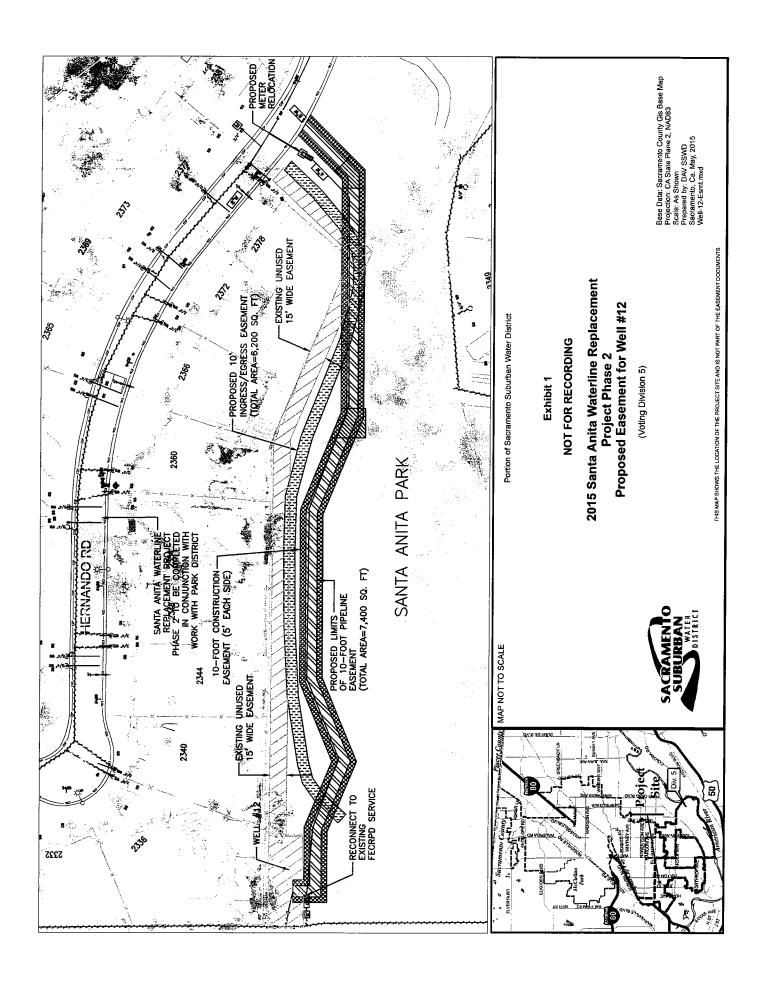
# **Fiscal Impact:**

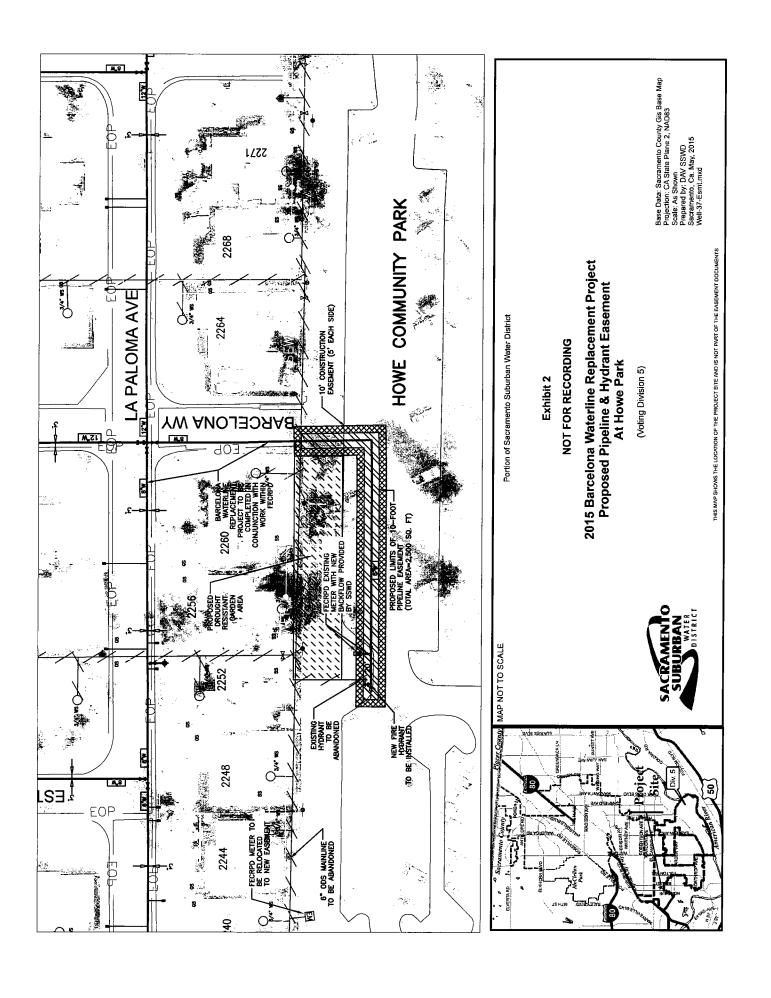
Due to a possible financial exchange for the easements, or develop a demonstration garden at Howe Park, there are undetermined fiscal impacts for the District to overcome. The estimated potential total cost of all four easements described in this staff report is \$58,800.

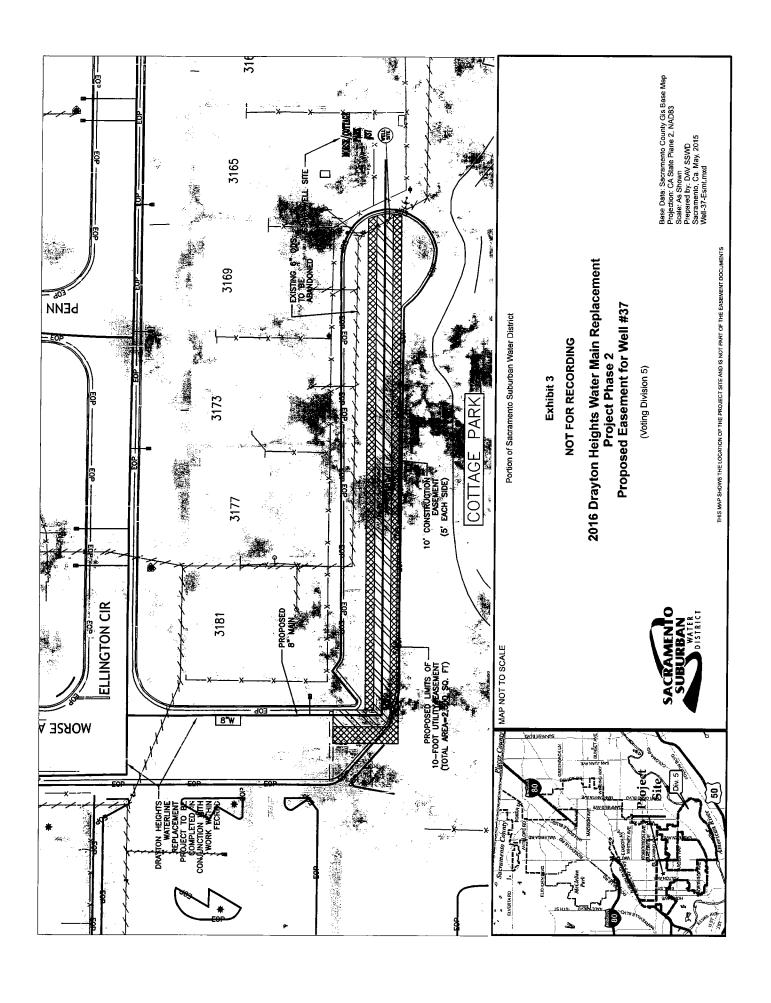
# **Strategic Plan Alignment:**

Facilities and Operations -2.B. Monitor and improve the District's efficiencies in operating and maintaining system infrastructure.

The proposed easements will allow SSWD the right to access wells, install new water mains, insures water quality, improve fire flows, and allow for maintenance of the infrastructure and operation of the system.









# **Facilities & Operations Committee**

Agenda Item: 5

**Date:** May 14, 2015

Subject: Antelope Pump Back Project Operation and Maintenance Agreement

Staff Contact: Dan York, Assistant General Manager

John E. Valdes, Engineering Manager

# **Recommended Committee Action:**

Receive update report regarding the Operation and Maintenance Agreement ("Agreement") for the Ownership, Operation, and Maintenance of the Antelope Pump-Back Booster Pump Station Project and direct staff to bring the Agreement before the full Board for approval at a future meeting, likely the June 15, 2015 Board Meeting with the Committee's recommendation.

# Discussion:

As reported at the January 21, 2015 Facilities and Operations Committee (Committee) meeting, the Antelope Pump Back Booster Pump Station (Station) facility is under construction. The Station is scheduled to be operational in September 2015, with the contracted final completion in October 2015. The Committee was informed at that meeting a formal Agreement was still being negotiated. The District and San Juan Water District (SJWD) previously approved a Memorandum of Understanding (MOU) dated June 16, 2014, that governs the allocation of responsibilities and costs for the joint design, engineering, planning and construction phase work undertaken by SJWD and the District while they develop a formal Agreement for the ownership, operation, maintenance, and capital replacement of the project. Note that due to project cost increases, a revised MOU dated November 25, 2014, was approved by the Board of Directors for each district.

At the January 2015 Committee meeting, Chair Wichert requested more information on this topic regarding how cost sharing percentages were decided and how the District got to its current position on this project. In addition, Chair Wichert asked staff to provide him with a copy of the approved MOU's. This information was subsequently provided to Chair Wichert.

Director Thomas identified that the cost of standby power should be the responsibility of the SJWD. Further discussion concluded that there should be potential for a pro rata option. Director Thomas also suggested an option for reimbursement of money versus water. He recommended an option to request payment in lieu of water prior to the three year suggestion. These changes have now been incorporated into the draft Agreement.

Antelope Pump Back Project Operation and Maintenance Agreement May 14, 2015 Page 2 of 2

The Committee directed staff to continue finalizing the Agreement with SJWD and bring it back to the Committee prior to presenting it to the full Board for approval. The SJWD staff requested that additional language be included that addressed the ability for them to utilize the Station with their own water supply in the event the District could not supply them with an emergency supply. The additional language was place in Section 5. b. See the attached Exhibit 1 for the redline version of the current draft Agreement.

As indicated, the District will own, operate, and maintain the pump station in its entirety. Any O&M costs that are specific to the "pump back" pumps and related equipment will be paid by SJWD. Any O&M costs that are specific to the "pump around" pump and related equipment will likewise be paid by the District. However, any costs that are associated with maintaining, repairing and/or replacing building, grounds, utilities, common piping, and other facilities necessary to operate the pump station will be allocated on a pro rata basis based upon the capacity of the station constructed to serve each agency. Based on the cost to provide the initial capacity to each Agency (10,000 gpm to SJWD, 2,000 gpm to the District), SJWD shall pay 79 percent and SSWD shall pay 21 percent of these costs.

The draft Agreement, attached as Exhibit 2, has been reviewed by the District's legal counsel.

# **Fiscal Impact:**

The estimated total cost of the project is \$3.9 million. The District and SJWD have agreed (per the MOU dated June 16, 2014) that SJWD will pay approximately 79 percent of the costs of the project work and SSWD will pay approximately 21 percent. Approximately \$982,000 in grant funds is available to offset this cost. As stated in the previously approved MOU, the District and SJWD have also agreed that the total amount of all available grant funds will be applied without allocation to the total cost of the project and that only the remaining unfunded costs of the project will be allocated in accordance with the MOU.

# **EXHIBIT 1**

# AGREEMENT BETWEEN SACRAMENTO SUBURBAN WATER DISTRICT AND SAN JUAN WATER DISTRICT FOR THE OWNERSHIP, OPERATION, AND MAINTENANCE OF THE ANTELOPE PUMP-BACK BOOSTER PUMP STATION

This Agreement is made effective as of theth day of	, 2015, by and
between San Juan Water District ("SJWD") and Sacramento Suburban Water I	District ("SSWD")
for the ownership, operation, and maintenance of the Antelope Pump-Bar	ck Booster Pump
Station ("Station"). SJWD and SSWD are both California public agencies wi	th the authority to
carry out the project described herein. SJWD and SSWD are collectively ref	ferred to herein as
the "Agencies" and individually as an "Agency."	

# RECITALS

- A. The Station is intended to provide groundwater supplies to SJWD during dry years, planned outages of United States Bureau of Reclamation ("USBR") or SJWD's Water Treatment Plant facilities, or emergencies when SJWD's surface water supplies are reduced. SJWD relies on surface water diverted from Folsom Reservoir as its main supply source, but that source is inadequate for supplying the desired minimum levels of service to SJWD if deliveries from Folsom Reservoir are compromised by USBR operations, drought or system failure. This Station supplements SJWD's water supplies during times of limited surface water availability from Folsom Reservoir. SSWD will also benefit from the Station by being able to pump water from the northern-most portion of SSWD's North Service Area (NSA), where the Station is located, to the southern portion of the NSA to improve the water supply reliability within that zone.
- B. The Station is located at the site of SSWD's Antelope Pressure Reducing Station on Antelope North Road. The Station has two pumps to provide pumping capacity of 10,000 gallons per minute ("gpm") to SJWD, with space reserved within the Station footprint to install an additional 5,000 gpm pump and controls. The Station also includes a low-head 2,000 gpm pump to pump water from the northern-most portion of the SSWD NSA to the southern portion of the NSA to improve the water supply reliability within the southern zone.
- C. Groundwater supplies pumped from the Station will be delivered through existing, and potentially new, transmission and distribution system facilities. Any agreements necessary for the utilization, operation, maintenance, capital replacements and/or repairs of those transmission and distribution facilities will be separate from, and are not covered by this Agreement and any future Agreements for the Station.

D. The Agencies agreed that there is a need to construct the Station and a desire to avoid delay in its planning, design, engineering, and construction. The Agencies approved a Memorandum of Understanding ("MOU") dated June 16, 2014, to document the understanding of the allocation of responsibilities and costs for the joint planning, design, engineering, construction, and construction administration of the Station while the Agencies developed this Agreement for the ownership, operation, and maintenance of the Station. The Board approved a subsequent Memorandum of Understanding regarding the Principles to be Incorporated into an Agreement for the Ownership, Operation, and Maintenance of the Antelope Pump Back Booster Pump Station Project, dated October 20, 2014.

In consideration of the promises, terms, conditions and covenants contained herein, SJWD and SSWD hereby agree as follows:

# **AGREEMENT**

- 1. <u>Incorporation of Recitals</u>. The Agencies agree that the foregoing recitals are true and that they are incorporated herein by reference.
- 2. <u>Lead Agency</u>. SSWD acted as lead Agency for the planning, design and engineering phases of the Station and also acted as lead Agency during the bidding and construction phase of the Station, providing primary direction for construction management and inspection. SJWD participated during the construction phase to ensure the constructed facilities meet the requirements for both Agencies. SSWD will also act as lead Agency for the operation and maintenance of the Station.
- 3. <u>Ownership</u>. SSWD will own, operate, maintain, and control the Station in its entirety for the benefit of SJWD and SSWD.
- 4. <u>Capacity Entitlement</u>. SJWD will own 10,000 gpm of pumping capacity in the Station with the understanding that this capacity may be increased to 15,000 gpm in accordance with the provisions contained herein, if a third 5,000 gpm pump is installed at the Station in the future. Ownership in the Station capacity by SJWD does not imply or provide ownership in the existing SSWD groundwater supply or other facilities necessary to utilize the Station.

# 5. <u>Project Water Supply</u>.

a. The water supply for the Station will be provided from groundwater wells within SSWD's North Service Area. Initial engineering studies for the Station determined that SSWD currently has sufficient groundwater supplies to deliver approximately 10,000 gallons per minute, or 14.4 million gallons per day ("MGD") to SJWD through the

Station. Although it is the intent to maintain or increase available groundwater supplies, both Agencies understand that this is a non-firm supply and that the available groundwater supply may change in the future based on increased or decreased SSWD customer demands, changes in groundwater quality or regulations, decommissioning of existing wells, addition of new wells, success of conservation programs, or other foreseen or unforeseen circumstances. SSWD agrees that available groundwater supplies surplus to SSWD's needs will first be made available to SJWD through the Station before they are made available or utilized for other purposes.

- b. In the event SSWD's ability to provide water supply to the Station is reduced for any reason, or additional supplies are necessary to enable SJWD to effectively utilize its capacity in the Station, SJWD may develop its own water supply for such purposes. SSWD will coordinate with SJWD to allow the use of such additional water supplies through SJWD's capacity in the Station, subject to the terms of this Agreement. SSWD and SJWD will jointly develop and execute any agreements necessary for the utilization of SSWD's other facilities that are not covered by this Agreement that may be necessary for SJWD to utilize its capacity in the Station with its own water supply.
- 6. Operation, Control and Monitoring. Operation and control of the Station will be performed exclusively by SSWD in close collaboration with SJWD. SSWD staff will monitor and operate the Station to meet both Agencies' requirements, including supplying up to 10,000 gpm to SJWD during dry years, outages, or emergencies when SJWD's surface water supplies are reduced and when sufficient SSWD groundwater supplies are available. Upon request by SJWD, SSWD personnel will promptly respond to operate the facility to provide supply to SJWD as needed consistent with this Agreement. Separate radio telemetry equipment will be included in the Station to allow SJWD to remotely monitor key information from the facility (pump on/off status, flow, pressure, etc.).
- 7. Operating Costs. Operating costs include the direct cost of personnel hours and power to operate and monitor the facilities, including routine inspections and incidental costs related to the actual use of the Station. Operating costs will be allocated to the Agencies as follows:
  - a. All personnel and incidental costs shall be allocated on a pro rata basis based upon the quantity of water delivered through the Station to each Agency incurred during the previous period covered by an invoice in accordance with Section 11 of this Agreement (the "Invoice Period").
  - b. All cost for electrical power provided to the Station will be allocated on a pro rata basis based upon the quantity of water delivered through the Station to each Agency during the Invoice Period.
  - c. Any cost for an electrical power standby charge or surcharge from SMUD related to capacity to serve the largest electrical load at the site shall be paid on a pro rata basis

based on the ratio of total pumping horsepower available to each agency during the Invoice Period.

- d. SSWD pays a fee (on an acre-foot basis) to the Sacramento Groundwater Authority (SGA) for the annual amount of groundwater pumped based on a 5-year rolling average. If providing emergency groundwater supplies to SJWD results in a net cost increase over a 5-year period, the amount of the fee increase will be reimbursed by SJWD.
- 8. <u>Maintenance, Repair and Replacement Costs</u>. SSWD will be responsible for maintaining all Station facilities in an operable and ready-to-serve condition in accordance with industry standards. Maintenance and repair costs shall be allocated to the Agencies as follows:
  - a. All costs associated with maintaining, repairing and/or replacing SSWD's 2,000 gpm pump, controls, dedicated telemetry, PLCs, piping, valves, and related appurtenances necessary to deliver water supply to SSWD shall be paid entirely by SSWD.
  - b. All costs associated with maintaining, repairing and/or replacing the two 5,000 gpm pumps, controls, dedicated telemetry, PLCs, piping, valves, and related appurtenances necessary to deliver water supply to SJWD shall be paid entirely by SJWD.
  - c. All costs associated with maintaining, repairing and/or replacing building, grounds, utilities, common piping, and other facilities necessary to operate the Station shall be allocated on a pro rata basis based upon the capacity of the Station constructed to serve each Agency. Based on the estimated cost to provide the initial capacity provided to each Agency (10,000 gpm to SJWD, 2,000 gpm to SSWD) SJWD shall pay 79 percent and SSWD shall pay 21 percent of these costs.
- 9. <u>Capital Replacements and Improvements</u>. SSWD and SJWD shall jointly determine the need for capital replacements and improvements required to ensure the continued efficient and reliable operation of the Station, or to improve the Station (e.g. adding an additional 5,000 gpm pump to serve SJWD). Costs for capital replacements and improvements shall include, but not be limited to, construction, administrative and professional services related thereto. Capital replacements and improvement costs shall be allocated to the Agencies as follows:
  - a. All costs associated with replacing or improving Station facilities directly necessary and dedicated to deliver water supply to SSWD shall be paid entirely by SSWD.
  - b. All costs associated with replacing or improving Station facilities directly necessary and dedicated to deliver water supply to SJWD shall be paid entirely by SJWD.

- c. All costs associated with capital replacements and improvements related to building, grounds, utilities, common piping, and other facilities necessary to operate the Station shall be allocated on a pro rata basis based upon the capacity of the Station constructed to serve each Agency. Based on the initial capacity provided to each Agency (10,000 gpm to SJWD/2,000 gpm to SSWD), SJWD shall pay 79 percent and SSWD shall pay 21 percent of these costs.
- 10. Water Supply Cost. The quantity of groundwater delivered to SJWD through the Station shall be monitored and recorded by each agency through their Supervisory Control and Data Acquisition ("SCADA") systems. In lieu of SJWD paying SSWD for groundwater delivered from the Station during dry years, outages or emergencies, SJWD will transfer an equal amount of its treated surface water supplies to SSWD on an agreed upon delivery schedule when the dry year outage or emergency conditions are no longer in effect and SJWD surface water supplies are available after SJWD meets its in-District wholesale and retail demands. If SJWD is unable to transfer an equal amount of surface water back to SSWD within a three (3) year period following completion of the groundwater delivered to SJWD through the Station, at SSWD's discretion, SJWD will pay a wholesale rate to SSWD for the amount of groundwater that has not been offset with a surface water transfer. At any time at either SJWD's or SSWD's discretion, SJWD will pay a wholesale rate to SSWD for the amount of groundwater delivered to SJWD through the Station that has not been offset with a surface water transfer. The wholesale rate for groundwater shall be based on the actual cost to pump and deliver groundwater to the SJWD. Station, and conveyance costs to the cooperative transmission pipeline at C Bar C Park.
- 11. <u>Insurance</u>. SSWD shall procure and maintain for the duration of this Agreement the following types and limits of insurance or equivalent self-insurance:

<u>Type</u>	<u>Limits</u>	Scope
Commercial general liability	\$2,000.000 per occurrence,	at least as broad as ISO CG
	and \$5,000,000 aggregate	0001
Automobile liability	\$2,000,000 per accident	at least as broad as ISO CA
		0001, code 1 (any auto)
Workers' compensation	statutory limits	
Employers' practices liability	\$1,000,000 per incident	

- a. The general and automobile liability policy(ies) shall be endorsed to name SSWD and SJWD, and their respective directors, officers, employees, volunteers and agents, as additional insured's regarding liability arising out of SSWD's performance of work under this Agreement. Insurance shall be placed with the ACWA-Joint Powers Insurance Authority or insurers with a current A.M. Best's rating of A:VII or better.
- b. SSWD shall require that all independent contractors and subcontractors retained by it to perform maintenance, repair, or other work associated with the Project furnish insurance that meets the requirements set forth above. The contractor's and subcontractor's general and automobile liability policy(ies) shall be endorsed to name SSWD and SJWD, and their respective directors, officers, employees, volunteers and agents, as additional insureds regarding liability arising out of the contractor's or subcontractor's work. The contractors' and subcontractors' coverage shall be primary to SSWD's coverage.
- c. Upon request by SJWD, SSWD shall provide the following proof of insurance: (1) certificate(s) of insurance evidencing the required insurance; and (2) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverages.
- d. The cost of commercial general liability and automobile insurance procured by SSWD under this section shall be allocated on a pro rata basis based upon the ownership of the facilities; SJWD shall pay 79 percent and SSWD shall pay 21 percent of these costs.

# 12. <u>General Indemnity</u>.

- a. SSWD and SJWD shall each indemnify, defend, protect, and hold harmless the other agency, and/or their respective directors, officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, settlements and costs (including, but not limited to, interest, penalties, attorney, expert witness and consultant fees, and litigation costs) of every nature ("Losses') arising out of each agency's performance of work under this Agreement and caused by any negligent act or omission, willful misconduct or violation of law of or by each agency or its employees, agents, contractors and subcontractors.
- b. It is the intention of the Agreement that, where comparative fault is determined to have been contributory, principles of comparative fault by an Agency, its officers, directors, employees, volunteers, agents, its respective governing Board and each party's contractors and subcontractors will be used to determine liability of the Agency.

- c. SSWD and SJWD acknowledge that the indemnification obligations of this section shall apply in lieu of the statutory right of contribution in Government Code section 895.6, and that section 895.6 shall have no application to this Agreement.
- 13. <u>Disputes</u>. If any dispute, controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of this Agreement, the dispute Agency shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.
- 14. <u>Notices</u>. Unless indicated otherwise herein, all notices, invoices, payments, statements or other writing authorized or required by this Agreement may be delivered personally, or sent in the United States mail, postage prepaid, or sent by electronic mail if the recipient confirms receipt, and addressed to the respective parties as follows:

# SJWD:

General Manager San Juan Water District 9935 Auburn Folsom Road P.O. Box 2157 Granite Bay, CA 95746 E-mail: slorance@sjwd.org

## SSWD:

General Manager Sacramento Suburban Water District 3701 Marconi Avenue, Suite 100 Sacramento, CA 95821 E-mail: rroscoe@sswd.org

- 15. <u>Emergency Contacts</u>. A list of emergency contacts for each agency is provided under Exhibits A and B attached to this Agreement.
- 16. <u>Invoicing</u>. SSWD shall submit itemized invoices with supporting documentation to SJWD for costs listed above, other than groundwater supply costs, on a quarterly basis. Invoices may be submitted on a less frequent basis, but at least annually, during periods when the Station is not being utilized to deliver groundwater to SJWD. SJWD will pay all invoices received from SSWD for costs as outlined above within 45 days of receipt.

- 17. <u>SJWD Wholesale Customer Agencies</u>. SJWD will be solely responsible for allocating its share of costs to its Wholesale Customer Agencies (San Juan Water District-Retail, Orange Vale Water Company, City of Folsom, Fair Oaks Water District, and Citrus Heights Water District).
- 13. <u>Participation by Others</u>. Both Agencies acknowledge that SSWD has agreed to design the Station to include a connection that may be used in the future by others, potentially including the City of Roseville. SSWD will pay all costs of planning, designing, constructing, operating and maintaining this connection and will negotiate separately with the City of Roseville or others for any cost-sharing or reimbursement for this connection.
- 14. <u>Term of Agreement</u>. This Agreement will be effective as the date stated above and will remain in full force and effect for as long as the Station continues to be operated, unless this Agreement is terminated early upon mutual agreement of the Agencies.
- 15. <u>Relationship of Parties</u>. Nothing in this Agreement will be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regards to either SSWD or SJWD.
- 16. <u>No Third Party Beneficiaries</u>. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the Agencies, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefits from this Agreement or any of its terms.
- 17. <u>Amendment</u>. The terms of this Agreement may be modified or amended only by written amendment approved and executed by both Agencies.
- 18. <u>Cooperation</u>. SJWD and SSWD will reasonably cooperate with each other, including the execution of all necessary documents and the provision of information and data required to carry out the purpose and intent of this Agreement.
- 19. <u>Inspection of Records</u>. SSWD shall keep appropriate accounting and other records of all costs relating to the Station. Records shall be available for inspection by SJWD at reasonable times upon written request.
- 20. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts. Each of the Agreements will be deemed as an original, all of which together will constitute as one and the same instrument.
- 21. <u>Grant Funding</u>. If either Agency obtains grant funding for any capital improvements or for any operations and maintenance costs, the Agencies agree that such funding will defray the gross costs funded by the grant and the Agencies shall allocate the remaining Station costs paid

for with their funds in accordance with the terms of this Agreement. In addition, each Agency shall cooperate with the other Agency and comply with all terms and conditions of the grant funding Agreement applicable to each Agency.

SAN	JUAN WATER DISTRICT:		RAMENTO SUBURBAN W RICT:	ATER
By: _		By: _		
	Shauna Lorance General Manager		Robert S. Roscoe General Manager	
			arti vi.	

# **EXHIBIT A**

# SSWD Contact List

The following listing of SSWD contacts and phone numbers is provided in order of contact priority.

0	Operations Manager – Jim Arenz	(916) 869-7359
0	Engineering Manager – John Valdes	(916) 869-7348
0	Assistant General Manager – Dan York	(916) 869-7349
0	General Manager – Rob Roscoe	(916) 240-2025

## **EXHIBIT B**

## SJWD Contact List

The following listing of SJWD contacts and phone numbers is provided in order of contact priority.

0	Operations Manager – Tony Barela	(916) 622-3167
0	WTP Superintendent – Greg Turner	(530) 305-8279
0	Assistant General Manager – Keith Durkin	(916) 802-0559
0	General Manager – Shauna Lorance	(916) 791-6936

#### **EXHIBIT 2**

# AGREEMENT BETWEEN SACRAMENTO SUBURBAN WATER DISTRICT AND SAN JUAN WATER DISTRICT FOR THE OWNERSHIP, OPERATION, AND MAINTENANCE OF THE ANTELOPE PUMP-BACK BOOSTER PUMP STATION

This Agreement is made effective as of theth day of	, 2015, by and
between San Juan Water District ("SJWD") and Sacramento Suburban Water Dis	strict ("SSWD")
for the ownership, operation, and maintenance of the Antelope Pump-Back	Booster Pump
Station ("Station"). SJWD and SSWD are both California public agencies with	the authority to
carry out the project described herein. SJWD and SSWD are collectively refer	red to herein as
the "Agencies" and individually as an "Agency."	

#### **RECITALS**

- A. The Station is intended to provide groundwater supplies to SJWD during dry years, planned outages of United States Bureau of Reclamation ("USBR") or SJWD's Water Treatment Plant facilities, or emergencies when SJWD's surface water supplies are reduced. SJWD relies on surface water diverted from Folsom Reservoir as its main supply source, but that source is inadequate for supplying the desired minimum levels of service to SJWD if deliveries from Folsom Reservoir are compromised by USBR operations, drought or system failure. This Station supplements SJWD's water supplies during times of limited surface water availability from Folsom Reservoir. SSWD will also benefit from the Station by being able to pump water from the northern-most portion of SSWD's North Service Area (NSA), where the Station is located, to the southern portion of the NSA to improve the water supply reliability within that zone.
- B. The Station is located at the site of SSWD's Antelope Pressure Reducing Station on Antelope North Road. The Station has two pumps to provide pumping capacity of 10,000 gallons per minute ("gpm") to SJWD, with space reserved within the Station footprint to install an additional 5,000 gpm pump and controls. The Station also includes a low-head 2,000 gpm pump to pump water from the northern-most portion of the SSWD NSA to the southern portion of the NSA to improve the water supply reliability within the southern zone.
- C. Groundwater supplies pumped from the Station will be delivered through existing, and potentially new, transmission and distribution system facilities. Any agreements necessary for the utilization, operation, maintenance, capital replacements and/or repairs of those transmission and distribution facilities will be separate from, and are not covered by this Agreement and any future Agreements for the Station.

D. The Agencies agreed that there is a need to construct the Station and a desire to avoid delay in its planning, design, engineering, and construction. The Agencies approved a Memorandum of Understanding ("MOU") dated June 16, 2014, to document the understanding of the allocation of responsibilities and costs for the joint planning, design, engineering, construction, and construction administration of the Station while the Agencies developed this Agreement for the ownership, operation, and maintenance of the Station. The Board approved a subsequent Memorandum of Understanding regarding the Principles to be Incorporated into an Agreement for the Ownership, Operation, and Maintenance of the Antelope Pump Back Booster Pump Station Project, dated October 20, 2014.

In consideration of the promises, terms, conditions and covenants contained herein, SJWD and SSWD hereby agree as follows:

## **AGREEMENT**

- 1. <u>Incorporation of Recitals</u>. The Agencies agree that the foregoing recitals are true and that they are incorporated herein by reference.
- 2. <u>Lead Agency</u>. SSWD acted as lead Agency for the planning, design and engineering phases of the Station and also acted as lead Agency during the bidding and construction phase of the Station, providing primary direction for construction management and inspection. SJWD participated during the construction phase to ensure the constructed facilities meet the requirements for both Agencies. SSWD will also act as lead Agency for the operation and maintenance of the Station.
- 3. <u>Ownership</u>. SSWD will own, operate, maintain, and control the Station in its entirety for the benefit of SJWD and SSWD.
- 4. <u>Capacity Entitlement</u>. SJWD will own 10,000 gpm of pumping capacity in the Station with the understanding that this capacity may be increased to 15,000 gpm in accordance with the provisions contained herein, if a third 5,000 gpm pump is installed at the Station in the future. Ownership in the Station capacity by SJWD does not imply or provide ownership in the existing SSWD groundwater supply or other facilities necessary to utilize the Station.

### 5. Project Water Supply.

a. The water supply for the Station will be provided from groundwater wells within SSWD's North Service Area. Initial engineering studies for the Station determined that SSWD currently has sufficient groundwater supplies to deliver approximately 10,000 gallons per minute, or 14.4 million gallons per day ("MGD") to SJWD through the

Station. Although it is the intent to maintain or increase available groundwater supplies, both Agencies understand that this is a non-firm supply and that the available groundwater supply may change in the future based on increased or decreased SSWD customer demands, changes in groundwater quality or regulations, decommissioning of existing wells, addition of new wells, success of conservation programs, or other foreseen or unforeseen circumstances. SSWD agrees that available groundwater supplies surplus to SSWD's needs will first be made available to SJWD through the Station before they are made available or utilized for other purposes.

- b. In the event SSWD's ability to provide water supply to the Station is reduced for any reason, or additional supplies are necessary to enable SJWD to effectively utilize its capacity in the Station, SJWD may develop its own water supply for such purposes. SSWD will coordinate with SJWD to allow the use of such additional water supplies through SJWD's capacity in the Station, subject to the terms of this Agreement. SSWD and SJWD will jointly develop and execute any agreements necessary for the utilization of SSWD's other facilities that are not covered by this Agreement that may be necessary for SJWD to utilize its capacity in the Station with its own water supply.
- 6. Operation, Control and Monitoring. Operation and control of the Station will be performed exclusively by SSWD in close collaboration with SJWD. SSWD staff will monitor and operate the Station to meet both Agencies' requirements, including supplying up to 10,000 gpm to SJWD during dry years, outages, or emergencies when SJWD's surface water supplies are reduced and when sufficient SSWD groundwater supplies are available. Upon request by SJWD, SSWD personnel will promptly respond to operate the facility to provide supply to SJWD as needed consistent with this Agreement. Separate radio telemetry equipment will be included in the Station to allow SJWD to remotely monitor key information from the facility (pump on/off status, flow, pressure, etc.).
- 7. Operating Costs. Operating costs include the direct cost of personnel hours and power to operate and monitor the facilities, including routine inspections and incidental costs related to the actual use of the Station. Operating costs will be allocated to the Agencies as follows:
  - a. All personnel and incidental costs shall be allocated on a pro rata basis based upon the quantity of water delivered through the Station to each Agency incurred during the previous period covered by an invoice in accordance with Section 11 of this Agreement (the "Invoice Period").
  - b. All cost for electrical power provided to the Station will be allocated on a pro rata basis based upon the quantity of water delivered through the Station to each Agency during the Invoice Period.
  - c. Any cost for an electrical power standby charge or surcharge from SMUD related to capacity to serve the largest electrical load at the site shall be paid on a pro rata basis

based on the ratio of total pumping horsepower available to each agency during the Invoice Period.

- d. SSWD pays a fee (on an acre-foot basis) to the Sacramento Groundwater Authority (SGA) for the annual amount of groundwater pumped based on a 5-year rolling average. If providing emergency groundwater supplies to SJWD results in a net cost increase over a 5-year period, the amount of the fee increase will be reimbursed by SJWD.
- 8. <u>Maintenance, Repair and Replacement Costs</u>. SSWD will be responsible for maintaining all Station facilities in an operable and ready-to-serve condition in accordance with industry standards. Maintenance and repair costs shall be allocated to the Agencies as follows:
  - a. All costs associated with maintaining, repairing and/or replacing SSWD's 2,000 gpm pump, controls, dedicated telemetry, PLCs, piping, valves, and related appurtenances necessary to deliver water supply to SSWD shall be paid entirely by SSWD.
  - b. All costs associated with maintaining, repairing and/or replacing the two 5,000 gpm pumps, controls, dedicated telemetry, PLCs, piping, valves, and related appurtenances necessary to deliver water supply to SJWD shall be paid entirely by SJWD.
  - c. All costs associated with maintaining, repairing and/or replacing building, grounds, utilities, common piping, and other facilities necessary to operate the Station shall be allocated on a pro rata basis based upon the capacity of the Station constructed to serve each Agency. Based on the estimated cost to provide the initial capacity provided to each Agency (10,000 gpm to SJWD, 2,000 gpm to SSWD) SJWD shall pay 79 percent and SSWD shall pay 21 percent of these costs.
- 9. <u>Capital Replacements and Improvements</u>. SSWD and SJWD shall jointly determine the need for capital replacements and improvements required to ensure the continued efficient and reliable operation of the Station, or to improve the Station (e.g. adding an additional 5,000 gpm pump to serve SJWD). Costs for capital replacements and improvements shall include, but not be limited to, construction, administrative and professional services related thereto. Capital replacements and improvement costs shall be allocated to the Agencies as follows:
  - a. All costs associated with replacing or improving Station facilities directly necessary and dedicated to deliver water supply to SSWD shall be paid entirely by SSWD.
  - b. All costs associated with replacing or improving Station facilities directly necessary and dedicated to deliver water supply to SJWD shall be paid entirely by SJWD.

- c. All costs associated with capital replacements and improvements related to building, grounds, utilities, common piping, and other facilities necessary to operate the Station shall be allocated on a pro rata basis based upon the capacity of the Station constructed to serve each Agency. Based on the initial capacity provided to each Agency (10,000 gpm to SJWD/2,000 gpm to SSWD), SJWD shall pay 79 percent and SSWD shall pay 21 percent of these costs.
- 10. Water Supply Cost. The quantity of groundwater delivered to SJWD through the Station shall be monitored and recorded by each agency through their Supervisory Control and Data Acquisition ("SCADA") systems. In lieu of SJWD paying SSWD for groundwater delivered from the Station during dry years, outages or emergencies, SJWD will transfer an equal amount of its treated surface water supplies to SSWD on an agreed upon delivery schedule when the dry year outage or emergency conditions are no longer in effect and SJWD surface water supplies are available after SJWD meets its in-District wholesale and retail demands. At any time at either SJWD's or SSWD's discretion, SJWD will pay a wholesale rate to SSWD for the amount of groundwater delivered to SJWD through the Station that has not been offset with a surface water transfer. The wholesale rate for groundwater shall be based on the actual cost to pump and deliver groundwater to the Station, and conveyance costs to the cooperative transmission pipeline at C-Bar-C Park.
- 11. <u>Insurance.</u> SSWD shall procure and maintain for the duration of this Agreement the following types and limits of insurance or equivalent self-insurance:

Type	Limits	Scope
Commercial general liability	\$2,000.000 per occurrence,	at least as broad as ISO CG
	and \$5,000,000 aggregate	0001
Automobile liability	\$2,000,000 per accident	at least as broad as ISO CA
		0001, code 1 (any auto)
Workers' compensation	statutory limits	
Employers' practices liability	\$1,000,000 per incident	

a. The general and automobile liability policy(ies) shall be endorsed to name SSWD and SJWD, and their respective directors, officers, employees, volunteers and agents, as

additional insured's regarding liability arising out of SSWD's performance of work under this Agreement. Insurance shall be placed with the ACWA-Joint Powers Insurance Authority or insurers with a current A.M. Best's rating of A:VII or better.

- b. SSWD shall require that all independent contractors and subcontractors retained by it to perform maintenance, repair, or other work associated with the Project furnish insurance that meets the requirements set forth above. The contractor's and subcontractor's general and automobile liability policy(ies) shall be endorsed to name SSWD and SJWD, and their respective directors, officers, employees, volunteers and agents, as additional insureds regarding liability arising out of the contractor's or subcontractor's work. The contractors' and subcontractors' coverage shall be primary to SSWD's coverage.
- c. Upon request by SJWD, SSWD shall provide the following proof of insurance: (1) certificate(s) of insurance evidencing the required insurance; and (2) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverages.
- d. The cost of commercial general liability and automobile insurance procured by SSWD under this section shall be allocated on a pro rata basis based upon the ownership of the facilities; SJWD shall pay 79 percent and SSWD shall pay 21 percent of these costs.

#### 12. General Indemnity.

- a. SSWD and SJWD shall each indemnify, defend, protect, and hold harmless the other agency, and/or their respective directors, officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, settlements and costs (including, but not limited to, interest, penalties, attorney, expert witness and consultant fees, and litigation costs) of every nature ("Losses') arising out of each agency's performance of work under this Agreement and caused by any negligent act or omission, willful misconduct or violation of law of or by each agency or its employees, agents, contractors and subcontractors.
- b. It is the intention of the Agreement that, where comparative fault is determined to have been contributory, principles of comparative fault by an Agency, its officers, directors, employees, volunteers, agents, its respective governing Board and each party's contractors and subcontractors will be used to determine liability of the Agency.

- c. SSWD and SJWD acknowledge that the indemnification obligations of this section shall apply in lieu of the statutory right of contribution in Government Code section 895.6, and that section 895.6 shall have no application to this Agreement.
- 13. <u>Disputes</u>. If any dispute, controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of this Agreement, the dispute Agency shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.
- 14. <u>Notices</u>. Unless indicated otherwise herein, all notices, invoices, payments, statements or other writing authorized or required by this Agreement may be delivered personally, or sent in the United States mail, postage prepaid, or sent by electronic mail if the recipient confirms receipt, and addressed to the respective parties as follows:

#### SJWD:

General Manager San Juan Water District 9935 Auburn Folsom Road P.O. Box 2157 Granite Bay, CA 95746

E-mail: slorance@sjwd.org

#### SSWD:

General Manager Sacramento Suburban Water District 3701 Marconi Avenue, Suite 100 Sacramento, CA 95821

E-mail: rroscoe@sswd.org

- 15. <u>Emergency Contacts</u>. A list of emergency contacts for each agency is provided under Exhibits A and B attached to this Agreement.
- 16. <u>Invoicing</u>. SSWD shall submit itemized invoices with supporting documentation to SJWD for costs listed above, other than groundwater supply costs, on a quarterly basis. Invoices may be submitted on a less frequent basis, but at least annually, during periods when the Station is not being utilized to deliver groundwater to SJWD. SJWD will pay all invoices received from SSWD for costs as outlined above within 45 days of receipt.

- 17. <u>SJWD Wholesale Customer Agencies</u>. SJWD will be solely responsible for allocating its share of costs to its Wholesale Customer Agencies (San Juan Water District-Retail, Orange Vale Water Company, City of Folsom, Fair Oaks Water District, and Citrus Heights Water District).
- 13. Participation by Others. Both Agencies acknowledge that SSWD has agreed to design the Station to include a connection that may be used in the future by others, potentially including the City of Roseville. SSWD will pay all costs of planning, designing, constructing, operating and maintaining this connection and will negotiate separately with the City of Roseville or others for any cost-sharing or reimbursement for this connection.
- 14. <u>Term of Agreement</u>. This Agreement will be effective as the date stated above and will remain in full force and effect for as long as the Station continues to be operated, unless this Agreement is terminated early upon mutual agreement of the Agencies.
- 15. <u>Relationship of Parties</u>. Nothing in this Agreement will be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regards to either SSWD or SJWD.
- 16. <u>No Third Party Beneficiaries</u>. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the Agencies, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefits from this Agreement or any of its terms.
- 17. <u>Amendment</u>. The terms of this Agreement may be modified or amended only by written amendment approved and executed by both Agencies.
- 18. <u>Cooperation</u>. SJWD and SSWD will reasonably cooperate with each other, including the execution of all necessary documents and the provision of information and data required to carry out the purpose and intent of this Agreement.
- 19. <u>Inspection of Records</u>. SSWD shall keep appropriate accounting and other records of all costs relating to the Station. Records shall be available for inspection by SJWD at reasonable times upon written request.
- 20. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts. Each of the Agreements will be deemed as an original, all of which together will constitute as one and the same instrument.
- 21. <u>Grant Funding</u>. If either Agency obtains grant funding for any capital improvements or for any operations and maintenance costs, the Agencies agree that such funding will defray the gross costs funded by the grant and the Agencies shall allocate the remaining Station costs paid

for with their funds in accordance with the terms of this Agreement. In addition, each Agency shall cooperate with the other Agency and comply with all terms and conditions of the grant funding Agreement applicable to each Agency.

SAN JUAN WATER DISTRICT:		SACRAMENTO SUBURBAN WATER DISTRICT:	
By:		By:	
	Shauna Lorance	Robert S. Roscoe	
	General Manager	General Manager	

## **EXHIBIT A**

## SSWD Contact List

The following listing of SSWD contacts and phone numbers is provided in order of contact priority.

0	Operations Manager – Jim Arenz	(916) 869-7359
0	Engineering Manager – John Valdes	(916) 869-7348
0	Assistant General Manager – Dan York	(916) 869-7349
0	General Manager – Rob Roscoe	(916) 240-2025

## **EXHIBIT B**

# SJWD Contact List

The following listing of SJWD contacts and phone numbers is provided in order of contact priority.

0	Operations Manager – Tony Barela	(916) 622-3167
0	WTP Superintendent – Greg Turner	(530) 305-8279
0	Assistant General Manager – Keith Durkin	(916) 802-0559
0	General Manager – Shauna Lorance	(916) 791-6936



# **Facilities & Operations Committee**

Agenda Item: 6

Date:

May 13, 2015

Subject:

Rutland Well Landscaping

**Staff Contact:** 

Nicole Weideman, Assistant Engineer

#### **Recommended Committee Action:**

Receive report on the proposed landscaping option for the District's new Rutland Well and direct staff as appropriate.

#### **Discussion:**

The District is currently constructing a new municipal groundwater supply well and pump station on a parcel of land acquired in 2014 from the San Juan Unified School District (SJUSD) in the District's North Service Area (NSA). The well is being constructed for added reliability and replacement of aging infrastructure in the NSA. To construct the well, the District purchased a parcel of land approximately 0.25 acres in size at SJUSD's Charles Peck School located at 6230 Rutland Drive in Carmichael. See the attached Exhibit 1 for a map showing the location of the new well.

When completed, the Rutland Well will be capable of producing approximately 1,500 gallons per minute. Well construction was finished in late-March 2015 by Roadrunner Drilling.

The District's consultant, Wood Rodgers, is currently completing design of the pump station and other above-ground facilities. A 700 square foot building will be constructed to house the motor control center and chlorination facilities for disinfection of the water. The building is being designed with residential construction features to better blend into the neighborhood. The well and a submersible pump/motor will be located outside the building. The projected schedule is for pump station construction to begin this summer and to be completed in the spring of 2016 in time to help meet summer water demands. An artist's rendering of what the pump station will look like when completed is shown on the attached Exhibit 2.

To comply with the California Environmental Quality Act, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared by Wood Rodgers in 2014 to evaluate the potential environmental impacts of the project and to propose mitigation for any significant impacts. Based on the results of the IS/MND, it was determined that the proposed project would not have significant impacts on the environment. The District included a number of mitigation measures in the proposed project to avoid or minimize potential impacts. The site landscaping was not

Rutland Well Landscaping May 13, 2015 Page 2 of 3

listed as a formal mitigation measure. However, in the IS/MND there is discussion of landscaping to be included in the project design. A key statement is included: "The building will also be screened by decorative fencing and vegetation. The vegetation will also assist with operational noise reduction." The District Board of Directors adopted a Mitigated Negative Declaration in July 2014.

In addition to the environmental document, a meeting was held in November 2013, with school district representatives and residential neighbors. One of the items noted in the meeting notes is that "Landscaping to be placed at front of well to match new landscaping along front of school. To be determined by SJUSD." Photos of the existing landscaping and fencing along Rutland Drive in front of the school are shown on the attached Exhibits 3 and 4.

Based on the above, the District directed Wood Rodgers to include screening landscaping in front of the well site. The current proposed landscaping plan includes decomposed granite, boulders, deer grass and four 15-gallon size Japanese Crape Myrtle trees. Note that although the trees in front of the school (see Exhibits 3 and 4) are True Green Elm trees, District staff, in consultation with Wood Rodgers, selected Crape Myrtles because they are fast growing and they do not require a lot of water. According to the *Water Use Classification of Landscape Species*, Crape Myrtles and deer grass are both considered to be low water use once established. Elm trees are considered to be medium water use.

As directed by District staff, Wood Rodgers is designing a system that could use a waste stream of water from the onsite chlorine residual analyzer to irrigate the landscaping. This waste stream would normally be discharged into a nearby sewer. Instead, the water passing through the chlorine residual analyzer is proposed to flow into an above-ground tank and then drain by gravity out to the landscaped area where it would be connected to a drip irrigation system. A sign will be installed at the site indicating that the water being used for irrigation would normally go to waste and is therefore, not a new source of water.

## **Fiscal Impact:**

There are minor costs associated with the proposed landscaping at the well site and the proposed irrigation system. As currently estimated, these costs should not exceed \$10,000.

## Strategic Plan Alignment:

Water Supply, 1.A. Protect public health and the environment through compliance with all applicable federal, state and local regulations.

Water Supply, 1.C. Continue to implement and support demand management strategies and water conservation that comply with federal, state and regional programs; support Water Forum Agreement goals and efficiently meet the needs of the District customers.

The recommended landscaping plan will provide for screening of the well site which was included in the environmental documentation for the project. Low water use landscaping will be

Rutland Well Landscaping May 13, 2015 Page 3 of 3

used and an irrigation system will be designed that uses water from the onsite chlorine residual analyzer that would normally be discharged to the storm sewer.

