

# **Agenda**

## **Sacramento Suburban Water District Facilities and Operations Committee**

3701 Marconi Avenue, Suite 100  
Sacramento, CA 95821

Thursday, February 16, 2017  
4:00 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 January 20, 2017 Facilities and Operations Committee Meeting**  
*Recommendation: Approve subject minutes.*

**Items for Discussion and Action**

- 2. Facilities and Operations Committee Mission Statement and Charter**  
*Review Committee Mission Statement and Charter; discuss responsibilities authorized by the Board and possible recommendations for changes.*
  
- 3. McClellan Business Park and Operations Agreement Update**  
*Receive written staff report and direct staff as appropriate.*
  
- 4. McClellan Park Reservoir Tank Property**  
*Receive written staff report and direct staff as appropriate.*
  
- 5. Operations and Maintenance Cost Accounting**  
*Receive written staff report and direct staff as appropriate.*
  
- 6. Howe Park River-Friendly Demonstration Garden**  
*Receive written staff report and direct staff as appropriate.*

**Adjournment**

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**Upcoming Meetings:**

Monday, February 27, 2017 at 6:30 p.m., Regular Board Meeting

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I certify that the foregoing agenda for the February 16, 2017, meeting of the Sacramento Suburban Water District Facilities and Operations Committee was posted by February 13, 2017 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.

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

# Minutes

Sacramento Suburban Water District  
**Facilities and Operations Committee**  
Friday, January 20, 2017

## Call to Order

Director Locke called the meeting to order at 3:02 p.m.

## Roll Call

Directors Present: Craig Locke and Neil Schild.

Directors Absent: None.

Staff Present: General Manager Rob Roscoe, Assistant General Manager Dan York, Amy Bullock, Mitch Dion, John Valdes, Dave Jones, David Espinoza, Dan Bills, Mitchell McCarthy and James Arenz.

**Public Present:** William Eubanks, Alan Hersh, Paul Selsky and Melanie Holton.

## Public Comment

None.

## Announcements

None.

## Consent Items

- Minutes of the December 9, 2016 Facilities and Operations Committee Meeting**  
Director Locke moved to approve Item 1; Director Schild seconded. The motion passed by unanimous vote.

AYES:	Locke and Schild.	ABSTAINED:	
NOES:		RECUSED:	
ABSENT:			

## Items for Discussion and Action

- McClellan Park Reservoir Tank Property**  
Mitch Dion (Mr. Dion) presented the staff report.

Director Schild inquired if the District has title to the land.

Mr. Dion stated that the District does not have fee simple title, but the District does have an agreement for the property with McClellan Business Park.

General Manager Rob Roscoe (GM Roscoe) stated that from a water systems operations standpoint the proposed site satisfies the District's needs and the District would be willing to swap the existing 2008 site on the southeast corner of Dean and Lindhurst to the one on the southwest corner of Dean and Lindhurst.

Director Schild inquired to see the agreement on the existing site on the southeast corner of Dean and Lindhurst.

Mr. Dion stated that the District has the original agreement with the County and Northridge Water District. Many of these properties could not be recorded as fee simple properties due to the cleanup of McClellan.

Director Schild stated that until any of the other issues with McClellan are resolved, he was not willing to address any other property issues.

GM Roscoe stated that the District has a desire to continue to work with McClellan Business Park and does not feel that the District should impede the orderly development of Sacramento County.

Director Locke stated that he does not see a difference in the property across the street and assumes that there is adequate infrastructure at the new proposed site.

Public comment from Alan Hersh (Mr. Hersh) with McClellan Business Park. Mr. Hersh stated that the agreement is a place holder or a claim on the infrastructure. The reason there is no fee title ownership on the property is because of the environmental conditions of the property at the time of the Northridge contract. If the District had fee title ownership, then the District would be liable for the claims on the property. Mr. Hersh made it clear that there is no dispute about whose infrastructure is what.

Director Locke stated that it seems the District has two issues, a usage of the property issue and a location of the property issue.

GM Roscoe stated that if the District can move across the street and end up with fee title of the piece of property that is an improvement in the present situation for the District and the District should do that.

Director Locke agreed with GM Roscoe's statement.

Director Schild stated he could not support the decision to move this forward and would like to see the existing contract and language from McClellan Business Park proposal. He would like the language to clearly state what the District can or cannot use the current or new proposed site for operational uses.

Director Locke moved to table Item 2, Director Schild second the motion. Agenda Item 2 to be moved to the next month's Facilities and Operations Committee meeting.

### **3. McClellan Business Park and Operations Agreement Update**

Assistant General Manager Dan York (AGM York) presented the staff report.

Director Schild inquired what the District has tentatively agreed on.

AGM York stated that the District is in the development and drafting stages of discussion points. Both parties agree that the agreement between the District and Sacramento County needs to be amended.

Mr. Hersh suggested that both attorneys' take a potential six month pause and re-evaluate this and to also get the right engineers together. Mr. Hersh proposed getting together at a later date to resolve these issues.

GM Roscoe stated that the District is at a fork in the road and recommend that the District work with McClellan Business Park and to help avoid litigation. There will be legal fees, but the cost will be minimal if the District can avoid litigation.

Director Schild inquired why the District needs an agreement with McClellan.

GM Roscoe stated that the contract the District has adhered to is the contract of Northridge Water Districts and Sacramento County.

William Eubanks (Mr. Eubanks) stated that he would like to give the board a rate payer's perspective, does not think the District should be on the hook for McClellan Business Park's improvements, new facilities and their upgrades. McClellan Business Park seems to be getting stuff for free and the rate payers are subsidizing these improvements.

GM Roscoe stated that he is not in disagreement with anything that Mr. Eubanks stated, but the District is adhering to the Northridge contract and these are agreements Northridge agreed to. This District has a continuing obligation to adhere to the existing agreement but would like to try to come together with McClellan Business Park and proceed to try to avoid litigation.

Director Locke moved the recommended approval with periodic updates.

Director Schild seconded the motion.

### **4. Water System Master Plan Update**

Mr. Dion presented the staff report.

Melanie Holton with Brown and Caldwell (Ms. Holton) presented the first half of the PowerPoint Presentation.

Director Schild inquired when the Board will get the revised Master Plan updates.

Ms. Holton stated that the Board will have the revised version, Monday, January 23, 2017 at the regular Board meeting and it will be posted on the District website for public viewing.

Paul Selsky with Brown and Caldwell presented the second half of the Power Point Presentation.

Director Schild inquired if James Arenz was directly involved with the well sites reduction and transmission site analyses.

James Arenz (Mr. Arenz) stated that he was consulted on this and supports this 100%.

GM Roscoe stated that this item is expected to be brought to the full Board for acceptance on Monday, March 20, 2017.

**5. City of Sacramento Wholesale Water Rates and 9,023 af of Area D Water**  
AGM York presented the staff report and provided an update to the Committee.

Director Schild inquired if the District comes to some sort of agreement, what is the District's plan to put it to use. Does the District have any idea what the cost is going to be.

AGM York stated it would be the same cost as the current wholesale water rate.

This is an informational item and an update to the Committee.

**6. Operations and Maintenance Cost Accounting**  
Mr. Arenz presented the staff report.

Director Schild stated that this is a step in the right direction and feels the District is on the right track. Director Schild encourages staff to work with the finance department to determine the fully burdened rate.

**Adjournment**

Director Locke adjourned the meeting at 4:42 p.m.

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



## Facilities and Operations Committee Agenda Item: 2

**Date:** February 1, 2017

**Subject:** Facilities and Operations Committee Mission Statement and Charter

**Staff Contact:** Dan York, Assistant General Manager

**Recommended Committee Action:**

Receive report on the F&O Committees Mission Statement and Charter and provide direction if appropriate changes are necessary. Staff has no recommended changes at this time.

In the course of performing its governance responsibilities, the District Board of Directors must review subjects requiring more attention than can be applied during Regular Board meetings. Recognizing this need, the Board created several committees to focus on specific topics. Two standing committees have existed for a number of years; the Finance and Audit Committee was formed to address accounting and financial planning issues; the Facilities and Operations Committee was formed to address physical asset planning needs and customer service related issues of the District. A new standing committee, the Water Quality Committee, was established by President Wichert in January, 2017. At times, other Ad Hoc committees are formed to address more specific subjects expected to be of limited term. These Ad Hoc committees are usually disbanded upon completion of their assignment.

The two historic standing committees have Mission Statements and Charters to provide guidance and document the levels of authority assigned to them. The new Water Quality standing committee is expected to consider a Mission Statement and Charter at their first meeting. As new Board members are assigned to the standing committees, it has been customary to review the Mission Statement and Charter for both the orientation of the new committee members and to provide the opportunity for the committee to recommend changes of the guiding document to the full Board of Directors. Attached for your review is the Facilities and Operations Committee Mission Statement and Charter (Exhibit 1).

**Strategic Plan Alignment:**

Facilities and Operations – 2.A,B,C. The Facilities and Operations Committee provides input and guidance to District staff to utilize planning tools, identify financial resources and prioritize system requirements as needed to protect and maintain District assets and attain water resource objectives.

## EXHIBIT 1

### **Sacramento Suburban Water District Facilities and Operations Committee Mission Statement & Charter** (Effective: May 16, 2005)

**Status:** Standing Committee

**Meeting Times:** Varies, as required.

**Staff Contact:** Dan York, Assistant General Manager

#### **I. Mission Statement:**

- A. To evaluate and recommend to the Board of Directors the following:
- Investment in water facilities and system improvements that will improve the District's ability to reliably deliver high quality water at a reasonable price;
  - The prioritization of current and future water facility and system improvement needs;
  - Project planning for necessary long term water facility and system improvements well in advance of their need so that an adequate reserve fund can be maintained;
  - Financial Planning for revenue determination and allocation as needed to fund District activities;
  - Coordination with Finance Committee as necessary.
- B. To review, comment and provide potential resolutions regarding water service issues as they occur, prior to the item being brought before the Board for consideration.

#### **II. Charter**

##### **A. Purpose and Authority**

The Facilities and Operations Committee (Committee) is established to assist the Board of Directors in fulfilling its oversight responsibilities in all areas of District's facility and operations planning, including capital improvement



needs and prioritization, capital expenditures and budgets, capital improvement program reporting process, and potential resolutions regarding water service issues. In addition, the Committee is established to review and recommend to the full Board of Directors revenue determination and allocation alternatives. The Committee provides an open avenue of communication between District staff, outside consultants, customers, and the Board of Directors.

The Committee also serves in an advisory capacity, assisting staff in the resolution of service issues. The Committee may act in the following manner:

- Without prior approval of the Board, may authorize the General Manager to resolve service area issues and/or disputes at a cost to the District that does not exceed \$100,000.00 per incident, when the resolution complies with District policy, and funds are available for that purpose in the approved budget.
- Act in the capacity of a hearing board for customer appeals of staff decisions on service issues. Where changes in Board adopted policies are involved, the Committee will make appropriate recommendations to the full Board.

#### **B. Composition**

The Committee will consist of no more than two members of the Board of Directors. Committee members are appointed by and serve at the discretion of the President of the Board of Directors.

#### **C. Meetings**

The Committee will conduct meetings on an as-needed basis, as the Committee Chair or President of the Board of Directors may direct. The Committee may invite members of management, consultants or others to attend meetings and provide pertinent information. The Committee may hold closed sessions in accordance with the requirements of the Brown Act.

#### **D. Responsibilities**

The Committee may review all aspects of District facilities, operations planning and revenue determination/allocation with staff, provide input as appropriate, and make recommendations on such matters to the Board of Directors. The responsibilities within the scope of the Committee's jurisdiction will include but are not limited to the following:

1. Reviewing and assessing the need for water facilities and system improvements based on information provided by staff and consultants that takes into account current assets, the condition of the facility to be replaced, and an assessment of future needs. Future water facilities and system improvement needs will be driven by many factors

including the need to replace aging facilities, compliance with newly adopted laws and regulations, water quality, and water conservation.

2. Reviewing the prioritization of water facilities and system improvement needs as determined by staff and consultants to ensure that the ranking is consistent with general policies adopted by the Board of Directors.
3. Reviewing and assessing the District's ability to pay for the identified improvements by taking into account historical and projected trends in revenues, expenditures, and indebtedness.
4. Reviewing and assessing District revenue determination and allocation policies necessary to fund improvement projects and other District costs.
5. Reviewing any potential conflict regarding service issues, applications, or District requirements for service.

#### **E. Reporting**

The Committee's reporting responsibilities will include oral and written reports to the Board of Directors regarding Committee activities, issues and related recommendations, findings, and actions. At each regularly scheduled meeting of the Board of Directors, the Chair of the Committee will provide the Board of Directors with a report of the Committee's activities.

#### **F. Committee Charter**

The Committee also will perform other activities related to this Charter, including: (i) a review and assessment of the adequacy of the charter at least annually and request Board approval of any proposed changes; (ii) annual confirmation that the responsibilities outlined in this charter have been carried out; and (iii) ensuring that this charter is posted for public review on the District's website.



## Facilities and Operations Committee Agenda Item: 3

**Date:** February 7, 2017

**Subject:** McClellan Business Park and Operations Agreement Update

**Staff Contact:** Dan York, Assistant General Manager

**Recommended Committee Action:**

Receive report on the current status of the McClellan Business Park (MBP) 1999 Agreement (Agreement). Provide direction to continue dialogue and guidance in appropriate categories if needed.

**Background:**

On September 7, 1999, Northridge Water District (NWD) executed the Agreement between Sacramento County (County) and NWD for the Conveyance of the McClellan Water Distribution System for ownership, operation, and maintenance of the potable water system. Included in the Agreement was a Capital Improvement Plan (CIP) consisting of ten items that were included in the proposal. There are three items from the CIP list that have yet to be completed. Completion of these items is anticipated to be very expensive and the interpretation of this clause is the principal issue of disagreement with MBP.

The District has had numerous meetings with MBP executive staff in attempts to resolve the disagreement on the interpretation of the Agreement. The Facilities and Operations (F&O) Committee and the Board of Directors have had many presentations and discussions regarding this topic. The F&O Committee met in July 2016, and concurred with the recommendation from the District management team to pursue further negotiations including District Legal Counsel. The results of that effort were summary of position letters prepared by legal counsel from both sides.

On January 6, 2016, the District met with MBP executive staff to discuss the interpretation of both opinion letters with the hope to move forward with a negotiated agreement avoiding potential litigation. Both the District and MBP were in agreement that further discussions need to be developed on amending the Agreement, with focus based on what infrastructure improvements are required based on improvements to existing facilities or new development.

In January 2017, the F&O Committee received a summary report and provided direction to continue to work with MBP to seek resolution and provide regular updates.

**Discussion:**

On February 6, 2017, a meeting of key principles occurred. Alan Hersch and Jay Heckinlively, representing MBP; Kent Craney representing Sacramento County; and Dan York representing the District. The purpose of the meeting was to establish a protocol with a focus on goals, options, milestones/completion dates, frequency of meetings and a good faith negotiation agreement. Below are discussion points resulting from the meeting:

**Good Faith Negotiation Agreement:** To ensure candid, productive discussions, MBP, Sacramento County and the District have agreed that any such discussions and negotiations be conducted under the California Evidence Code, Sections 1152 and 1154, which should apply to any oral or written communications and documents among the parties. This basically says the information learned in these discussions won't subsequently be used in anyone's disadvantage.

**Goals:** The primary goal is to amend/revise the Agreement. Staff was made aware the MBP and the County are in the process of updating the Master Transaction between the two entities. This will amend that transaction to transfer ownership of the subject facility from the County to MBP. There will be a few areas of MBP that will be owned by a private party of governmental agency. Therefore, the revised Agreement is expected to be negotiated between MBP and the District. Other goals include separating infrastructure upgrades required for new development and existing facilities, location of existing water service lines, and fire flow and water velocity issues.

**Teams:** Upon conclusion of the February 6, 2017 meeting, it was determined that there need to be two levels of effort. There will be an Executive Team and a Technical Team. The Executive Team will participate at the higher level of Agreement negotiations. The Technical Team will focus on the infrastructure/engineering issues.

The Executive Team consists of Alan Hersh and Jay Heckinlively representing MBP, Kent Craney representing the County, Dan York and Rob Roscoe representing the District. The Technical Team will consist of Alan Hersh and Kent Baker representing MBP, Kent Craney representing the County, Dan York, Mitch Dion and David Espinoza representing the District.

**Frequency of Meetings:** In order to expedite the discussions, it was determined that the teams should meet every two weeks. The Executive Team is scheduled to meet February 21, 2017. It is anticipated the Technical Team will meet March 6, 2017.

The results of the February 6<sup>th</sup> meeting was considered productive. A path forward was mapped and teams are committed to bringing forward solutions that are equitable for District rate payers, while managing the water system in a safe and reliable fashion that will assist in promoting economic growth within the region.

Currently, all parties have expressed a commitment to resolution through negotiation. It is anticipated that this effort will ultimately lead to an amendment (or replacement) to the existing Agreement.

**Fiscal Impact:**

Currently, the District will continue to expend significant staff time towards negotiation and research to achieve resolution of technical issues, if possible. Some minor legal support may also be involved.

**Strategic Plan Alignment:**

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

District customers benefit as the proposed new agreement will facilitate closure of past issues and provide direction moving forward.



## Facilities and Operations Committee Agenda Item: 4

**Date:** February 6, 2017

**Subject:** McClellan Park Reservoir Tank Property

**Staff Contact:** Mitchell S. Dion, Technical Services Director

**Recommended Committee Action:**

It is recommended that the Committee provide direction to the General Manager to conduct due diligence, negotiate a proposed location of comparable value and usability for the District and bring the site to Board of Directors for approval at an up-coming regular Board meeting.

**Background:**

2000 – The County of Sacramento executed an agreement (Agreement) with Northridge Water District for operation and maintenance of the potable water facilities with ownership of the facilities, including language to transfer various real estate properties. One of the various properties was Facility 662/663, a concrete surface level storage tank and pump house, respectively, located at the northwest corner of Bell Avenue and Winters Street. The concrete surface level storage tank and pump house were not in operation and the site had previously been disconnected from the distribution system.

2008 – The District agreed with MBP to exchange the future tank site from the original site to approximately 900 feet north along Winters Street. The site was enlarged (to approximately an acre) to accommodate a larger future storage tank with a preliminary estimated capacity of three million gallons. The agreement executed between the District and MBP left the possibility open to change the future tank site to a different site so long as it was mutually agreed by both parties.

2016 – MBP made a request to the District to trade the current site on Winters Street for a new location near the runway. This site is within a security perimeter and affected by restrictions, such as height, occupancy and usage restrictions of the Air Installation Compatibility Use Zone. In addition, the soil has contamination issues that are not expected to be corrected until 2019/20.

2017 – MBP has made a new request to the District to trade the current site, for a new location across the street. Preliminary reconnaissance indicates the site is suitable for a tank or material storage and conveniently located. Both sites have similar undeveloped frontages. The proposed site may be restricted by a large storm drain and overhead utilities near frontage along Winters Street.

**Discussion:**

The McClellan Business Park (MBP) proposed that the District consider and accept assignment of an alternative site for use by the District as a future reservoir or material storage site. MBP and the District have identified various properties for this purpose since the original agreement was established (Exhibit 1). Currently, the land for this purpose and land underlying other District facilities (such as booster station or elevated tanks) has never been deeded or conveyed to the District, therefore, the placement of the future tank site has been flexible. Moreover, the future water demands for MBP have only been established at a rough, planning level, so typical infrastructure plans requisite to determine a future reservoir location are not complete.

On January 20, 2017 this item went before the Facilities and Operations (F&O) Committee and it was tabled pending presentation of more formal land commitment such as the contractual material to support the representation and consideration of the parcel currently controlled by the District.

In November 2008, the Board of Directors heard considerations and opted to surplus properties and relinquished control of properties in exchange for the property along eastern side of Winters Street, near Dean Street. That agenda item is foundational for this proposal and was approved (Exhibit 2). Key aspects are:

- The location of a tank/storage site was recognized as flexible to be determined at a later date while accommodating better features near a gateway of MBP.
- The size of the tank was preliminarily estimated to be 3 million gallons; therefore the District sought a site large enough to accommodate such a facility.
- The District anticipated the need to change sites again in future once park planning was further advanced or to accommodate growth.
- Upon approval of this agreement, MBP was to demolish facilities at the surplus sites and to pay for reconnection to City of Sacramento to support fire booster pumps.
- The property at the proposed site was not released to MBP for sale, while property at the original sites had been granted for release and the District sought cooperative efforts towards the redevelopment of MBP.
- The agreement was to create a binding process for future property and for ensuring that MBP would transfer property when need was identified by the District.

In November 2016, the District considered a proposal for a site further north and nearer the runway and it was determined to be unsuitable. MBP has proposed a new site which appears to be substantially equal to the currently approved site. The newly proposed site is across the street from the previously agreed upon site with no security or access limitations.

Currently, the District has no immediate plans to construct a reservoir or storage facility at MBP. However, future operational flexibility and uncertainty warrant preservation of options which can be secured by cooperation and negotiation at this time. Additionally, due to the changes in land status, the proposed site can be transferred in fee simple title to the District. While staff believes the issues are resolved, staff will consult with District Counsel on acceptance of title as

the District is not interested in assuming any potential residual liability for surface or subsurface contamination.

**Fiscal Impact:**

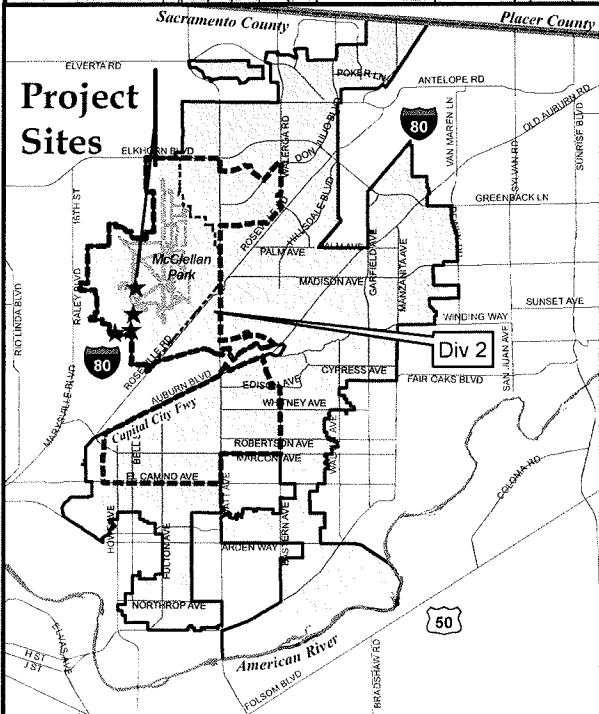
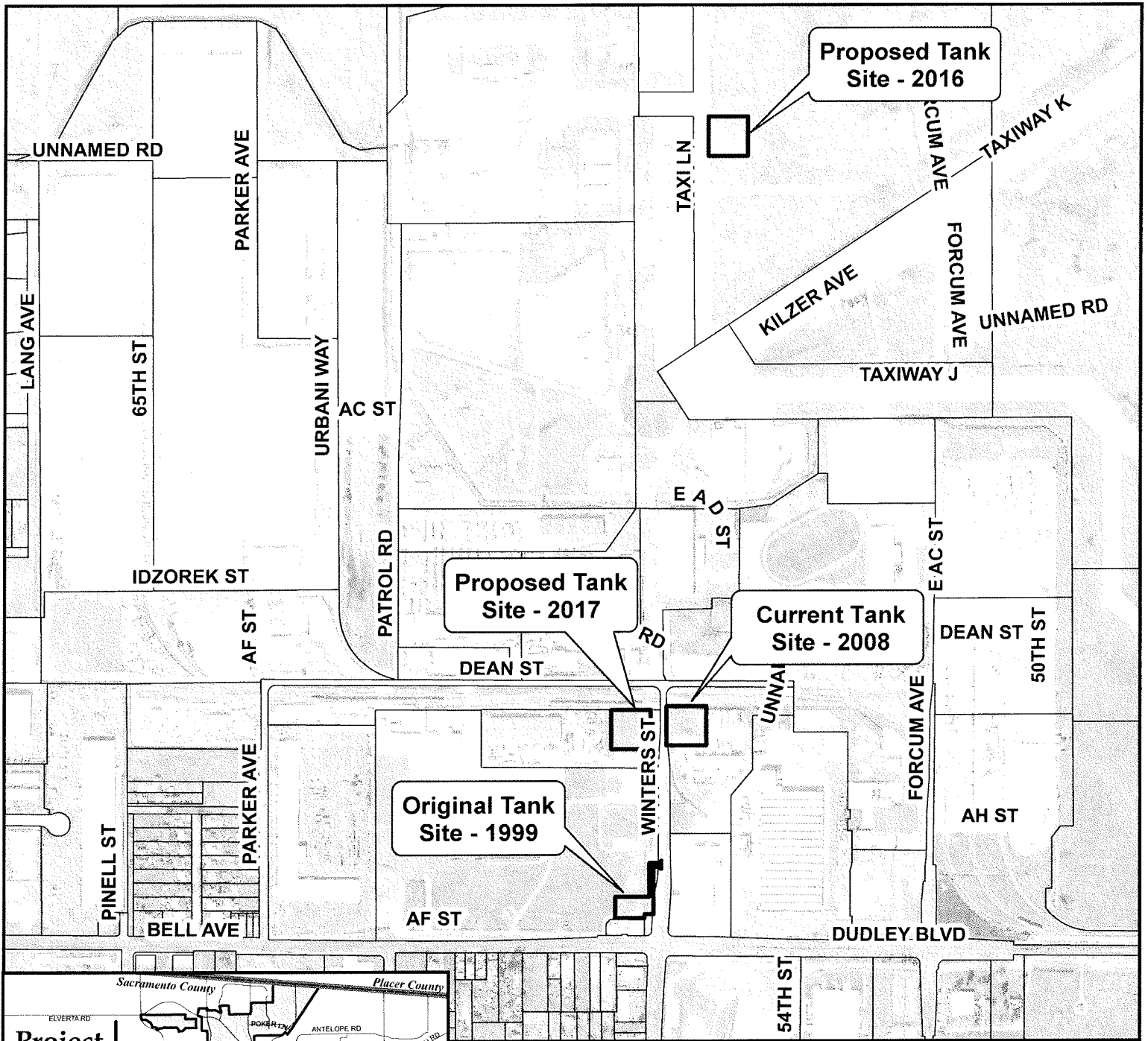
Except for administrative time, the District has not invested any funds into this land acquisition and is not anticipating any expense beyond the organizational effort, legal review, survey costs or recording fees. Depending on review of existing base cleanup documents related to the site, additional environmental review may or may not be conducted.

**Strategic Plan Alignment:**

Facilities and Operations – 2.B. Monitor and improve the system efficiencies in operating and maintaining system infrastructure. This item aligns with this goal because the properties are necessary to maintain the District’s infrastructure such as reservoirs. District customers benefit by owning a parcel that may accommodate a future reservoir site or proffered for other purposes.

There is tangible value in the land and the District’s options to use this value for the benefit of the rate payers are dependent upon securing and completing a recordable land transfer to the District.





NO SCALE Portion of Sacramento Suburban Water District

**EXHIBIT 1**  
**NOT FOR RECORDING**



**All Sites**

**(Voting Division 2)**



Base Data: Sacramento County Gis Base Map  
 Projection: CA State Plane 2, NAD83  
 Scale: No Scale  
 Prepared by: DAV, SSWD  
 Sacramento, CA - Sept., 2016  
 All-Sites.mxd

THIS MAP SHOWS THE LOCATION OF THE PUE AND IS NOT PART OF EASEMENT DOCUMENTS



## Agenda Item: 2

**Date:** November 11, 2008

**Subject:** Facility 662/663 Property Exchange with McClellan Business Park

**Staff Contact:** Warren Jung, Manager Engineering Services

### **Recommended Board Action:**

Declare Facility 662/663 as surplus and authorize the General Manager to execute the attached agreement "Agreement Concerning Relocation of Water Facilities Site Between Sacramento Suburban Water District and McClellan Business Park, LLC" to exchange the existing Facility 662/663 property at the Park for a future reservoir site provided any pending revisions are non-substantive.

### **Discussion:**

Early in 2008 a "Record of Decision" (ROD) by the Air Force Facility released 62 acres of land from the Air Force to the McClellan Business Park (Park). The 62-acre release also includes the land under the District's existing Storage Tank and Pump House - Facility 662/663 (See Location Map, Attachment 1). Facility 662/663 is an existing 750,000-gallon concrete ground-level storage tank and pump house, respectively. The location of the facilities is at the northwest corner of Kilzer Avenue and Bell Street (See Location Map, Attachment 2). Currently the District is not using the facility. It has also been disconnected from the distribution system. The District owns the facilities over the land but only has the rights to the land once the Air Force declares the land clean of contaminates. The Park has expressed a desire to market and develop the 62-acres. The Park has offered to complete the mitigation of contaminates and the Air Force has agreed to release the property to the Park. Through the ROD the Air Force will provide funding to the Park to perform the final subsurface cleanup of the property. The Park presently has a potential deal to lease approximately 40 of the 62-acres, which includes the area under the existing 662/663 facilities to a single tenant (US Foods). As a condition to the lease agreement, the Park must complete the cleanup including demolition of the existing structures by spring of 2009 to allow the proposed tenant the opportunity to begin construction of the project.

The Park has requested the property under the 662/663 facilities. The southeast, northeast and northwest corners of Bell, Kilzer and Dudley are planned as a main entrance and focal point for the Park. Currently the intersection including Dudley Boulevard is under construction with road improvements by the County of Sacramento.

Staff has determined an exchange of properties would be beneficial to the District. The Park is also willing to provide another site that would suit the District's future plans. The existing facilities are considered undersized both for planned growth and ultimate build out of the Park.

In addition the location of the existing tank facility is not well situated to serve potential future growth as designated by the Park. Staff also feels the tank should be right-sized for the future potential development plans of the Park. Preliminarily, staff has estimated a three million gallon size tank for the Park.

Staff has been in negotiations with the Park on exchanging the District's existing Facility 662/663 site for a different site located somewhere else at the Park. An agreement was prepared by District's legal counsel and has been reviewed by the Park's legal counsel. The Park and staff have approved the agreement pending non-substantive revisions as necessary (See agreement, Attachment 4). The agreement provides a tentative site for a future storage tank that is agreeable to staff (See new location site, Attachment 3). The proposed size of the future site will be slightly larger than the existing site to accommodate the proposed increased size of the future tank. The larger property size is necessary for the proposed three million gallon size tank. Once the District's master plan is completed with input from the Park on future development, the District may opt to change the future location of the tank site from the tentative site. The agreement provides a clause that allows the District to change sites that would benefit future growth. The conditions of the agreement include the Park paying for demolition of the existing 662/663 and the existing intertie booster pump station with the City of Sacramento. The Park will also reconnect the intertie connection from the City of Sacramento to the District's existing water main on Bell Street to District standards. The District would be responsible to construct the new tank at such time when development necessitates its need.

Staff believes this deal benefits both the Park and District. The existing tank site and size does not fit into the District's future plans for providing water to the Park. A new larger tank that fits into the Park's future development plans will allow optimum use of the facility. With the current preparation of the District's master plan the future demands for the park will play an important part of the location of the future tank.

This item was presented to the Facilities and Operations Committee on October 1<sup>st</sup>. The Committee unanimously recommended approval of the agreement to exchange properties and to place the item on the consent calendar for the October regular Board Meeting.

At the October Board meeting, the consent item was pulled for discussion. It was discovered that the final negotiated contract sent to the Park was not the version returned to the District. Instead, an earlier draft version was signed by the Park. Mr. Alan Hirsch, representing the Park was present at the meeting and apologized for the confusion. Nevertheless, this error should have been caught by staff and resolved before presentation to the Board.

The contact now presented is the correct and final version.

**Fiscal Impact:**

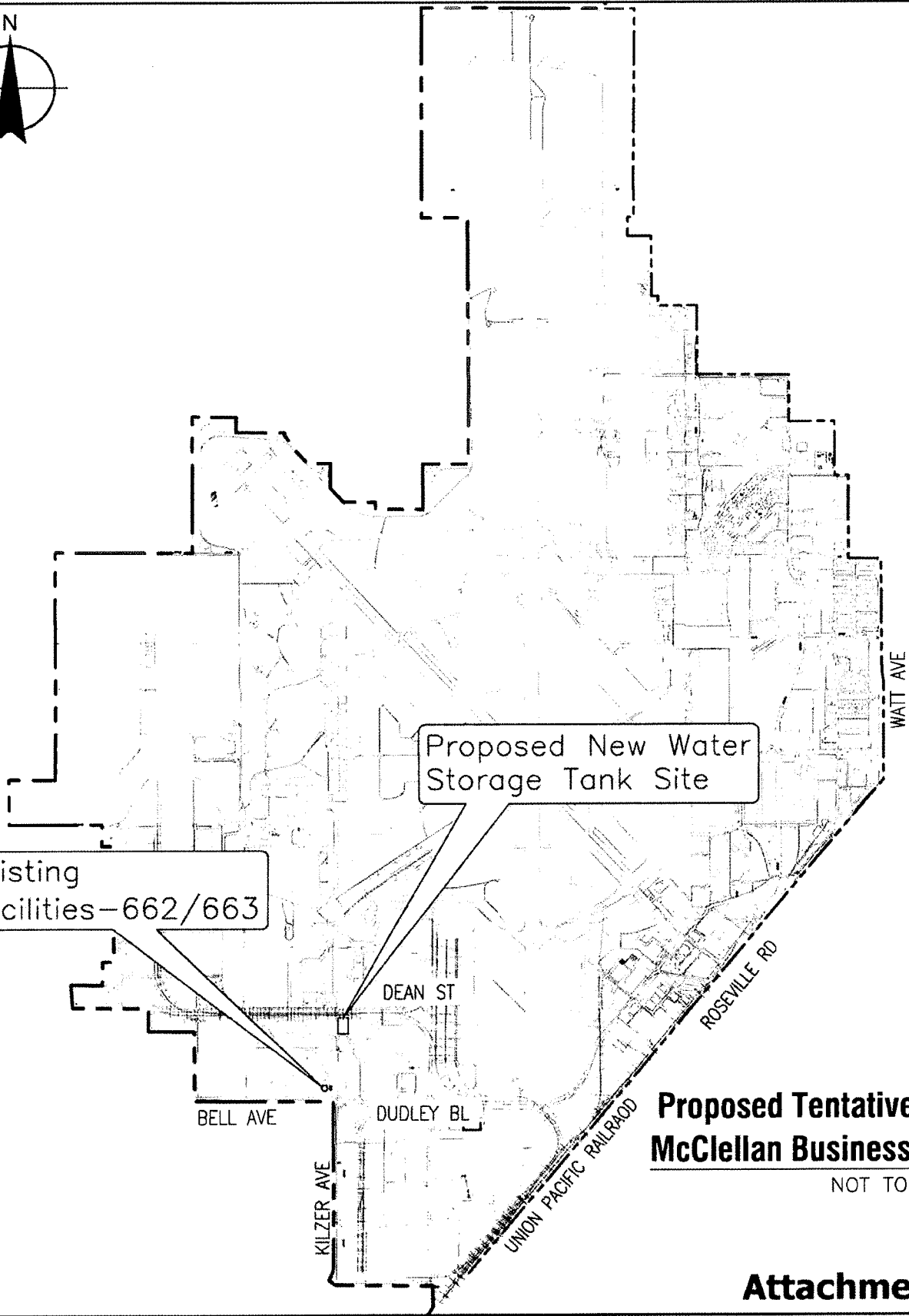
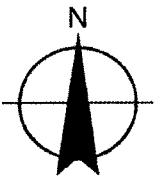
The fiscal impact to the District is unknown. The District saves the cost of demolition of an unused facility and gains a larger pad that will be better located for future District needs.

**Strategic Plan Alignment:**

Water Supply 1.B. – Provide for the future needs of the District through prudent planning that will ensure sufficient capacity to serve all customers.

5.D. – Interact with the community in a positive and progressive manner for the mutual benefit of the area.

The proposed exchange of the existing tank site for a larger site nearer to future development would allow the District to provide a new tank that would better benefit the future needs of the Park.



Existing Facilities - 662/663

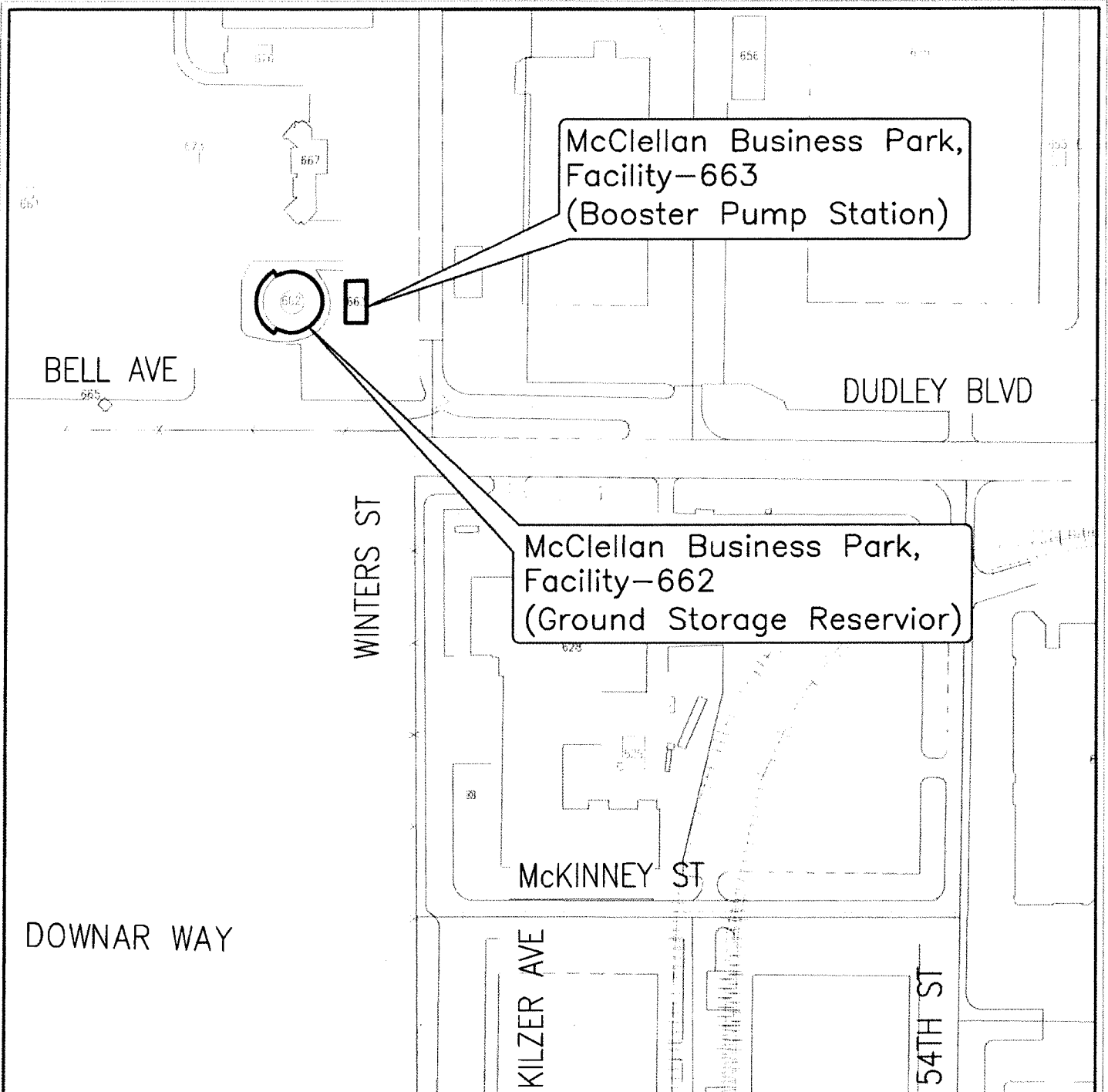
Proposed New Water Storage Tank Site

**Proposed Tentative Site  
McClellan Business Park**

NOT TO SCALE

**Attachment 1**

*Sacramento Suburban Water Dist.*  
3701 Marconi Ave Suite 100  
Sacramento, CA 95821-5346  
PH: (916) 972-7171 FAX: (916) 972-7639



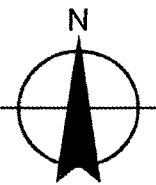
McClellan Business Park,  
 Facility-663  
 (Booster Pump Station)

McClellan Business Park,  
 Facility-662  
 (Ground Storage Reservoir)

**Location Map for Facilities 662 & 663**

**McClellan Business park**

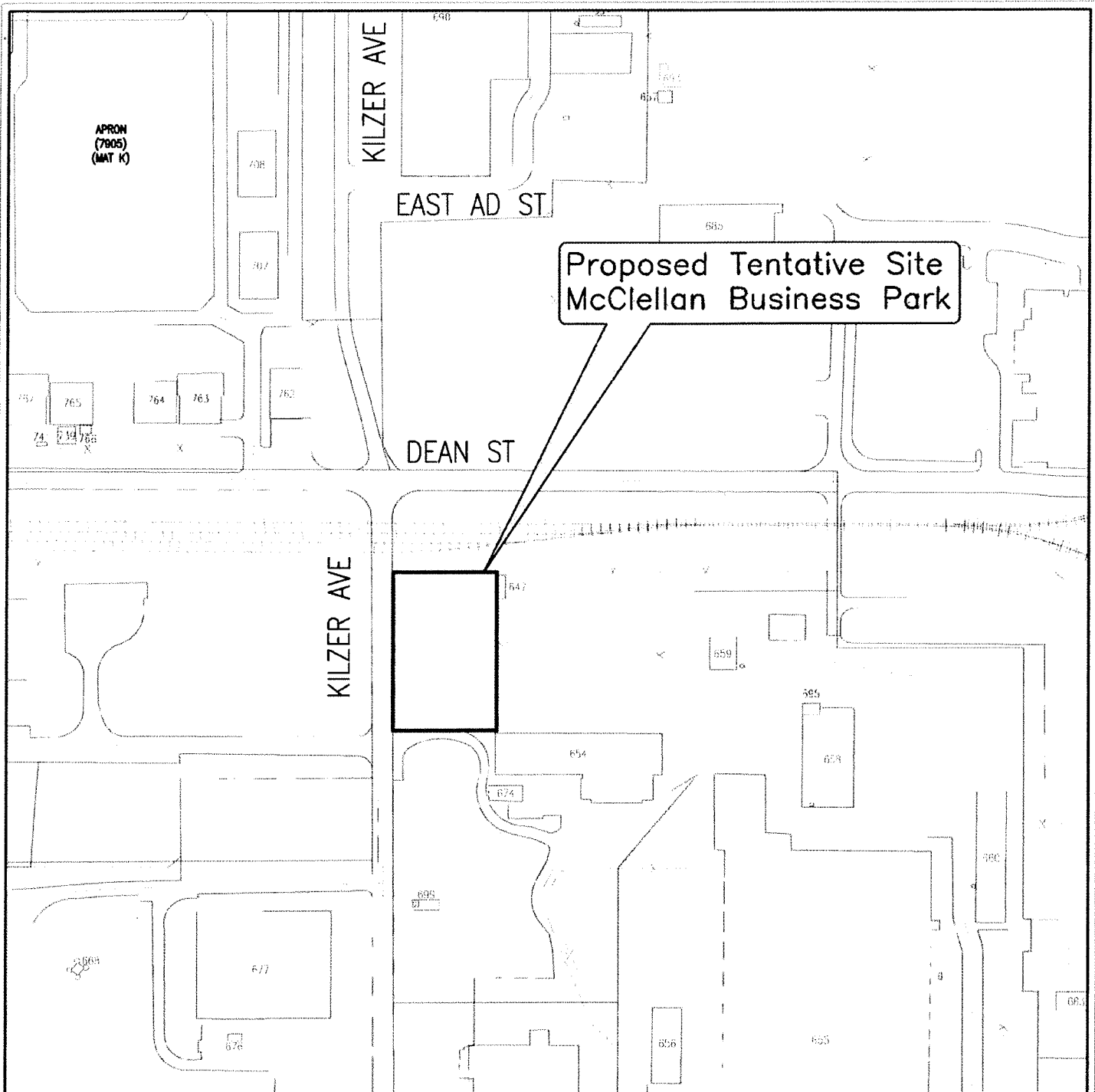
NOT TO SCALE



**Attachment 2**

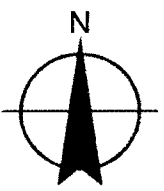
*Sacramento Suburban Water Dist.*  
 3701 Marconi Ave Suite 100  
 Sacramento, CA 95821-5346  
 PH: (916) 972-7171 FAX: (916) 972-7639

DWG NAME:	
SCALE:	
DATE:	10/14/2008
CF NAME:	mcbp_662_663



Proposed Tentative Site  
McClellan Business Park

**Proposed Tentative Site  
McClellan Business park**  
NOT TO SCALE



**Attachment 3**

Sacramento Suburban Water Dist. 3701 Marconi Ave Suite 100 Sacramento, CA 95821-5346 PH: (916) 972-7171 FAX: (916) 972-7639	DWG NAME:	
	SCALE:	
DATE: 10/14/2008	CF NAME: mebp_662-663	

**AGREEMENT CONCERNING RELOCATION OF WATER FACILITIES SITE BETWEEN  
SACRAMENTO SUBURBAN WATER DISTRICT  
AND McCLELLAN BUSINESS PARK, LLC**

This Agreement Concerning Relocation of Water Facilities Site ("Agreement") is made effective this \_\_\_\_\_, 2008 by and between Sacramento Suburban Water District, a California public agency ("District"), and McClellan Business Park, LLC, a Delaware limited liability company ("MBP"), who are collectively referred to as the "Parties," and individually as a "Party."

**RECITALS:**

A. On September 7, 1999, District's predecessor, Northridge Water District, entered into an agreement with the County of Sacramento for the purpose of transferring the ownership and operation of the water system of the former McClellan Air Force Base to Northridge in exchange for certain services more particularly set forth therein (the "Water System Agreement").

B. On February 1, 2002, Northridge was consolidated with the Arcade Water District to form the District by order of the Sacramento County Local Agency Formation Commission, and all assets and liabilities, including the Water System Agreement, were transferred to and became the property and obligations of the District.

C. Among the assets that the District received under the Water System Agreement were the following facilities located within the former McClellan Air Force Base, which is now known as McClellan Business Park and which is controlled and operated by MBP: (1) a 750,000 gallon ground water storage reservoir designated Facility No. 662; and (2) a booster pump station designated Facility No. 663 (collectively the "Surplus Facilities"). Under the Water System Agreement, the County also granted the District the right to obtain fee title to the real property underlying the Surplus Facilities at a future date when the County acquired fee title to that property from the United States Air Force. For purposes of this Agreement, the underlying real property will be designated the "Surplus Property" and is more fully described in Exhibit A, which is attached to and made a part of this Agreement. In the interim, the County has granted the District a leasehold interest in the Surplus Property.

D. Under an agreement between it and the County of Sacramento dated November 13, 2001 (the "MBP Agreement"), MBP obtained the right to purchase, privatize, and redevelop most of the property and facilities with the former McClellan Air Force base, except those portions of the base reserved the United States and water system property and facilities granted to the District (the "MBP Project"). Under the MBP Agreement, MBP has the contractual right to acquire from the County fee title to the real property comprising the MBP Project if and when the County obtains such title from the United States. In the interim, the MBP has been granted a leasehold interest in the real property comprising the MBP Project.

E. The District has determined that the Surplus Property and Surplus Facilities are not necessary to the sound operation of the water distribution system serving MBP Project and is willing to transfer the Surplus Property and Surplus Facilities to MBP to be put to other uses. Based on the projected future needs of water users within the MBP Project as jointly determined by the District and MBP, however, the District anticipates that it will be required to construct new water storage and distribution facilities to serve the future needs of the MBP Project and as a result, will require that MBP make property available in the future that can be used by the District for the purposes of constructing, installing, operating, maintaining, and replacing water storage and distribution facilities to serve the future needs of the MBP Project (the "Future Property"). As of the date of this Agreement, however, the District has not identified



the appropriate location of the Future Property pending additional planning for and actual development of the MBP Project.

F. The District and MBP desire to enter into this Agreement for the following purposes: (1) to cooperatively process the appropriate documents with the County to release the Surplus Property and Surplus Facilities from the terms and conditions of the Water System Agreement and to ensure the District's release of all claims to ownership or control of such property and facilities; (2) to transfer the Surplus Property and Surplus Facilities to the control and ownership of MBP subject to the terms and conditions of the MBP Agreement; and (3) to specify a binding process for identifying the Future Property and for ensuring that MBP transfers the Future Property to the District when required or requested for any purpose reasonably identified by the District.

#### **AGREEMENT:**

##### **1. Transfer of Surplus Facilities and Property.**

(a) Within 60 days following the Effective Date, the District shall deliver to the County all documents necessary to cause the Surplus Facilities and the Surplus Property to be released from the provisions of Water System Agreement; provided that such release by the District shall be contingent upon the County agreeing that the Surplus Facilities and the Surplus Property shall be transferred concurrently to MBP as "Property," as such term is defined under the MBP Agreement. Upon the completion of the activities provided in this section 1, the District agrees that MBP may either: (a) demolish the Surplus Facilities, provided that MBP shall be responsible for all costs associated therewith; or (b) reuse such facilities for lawfully permitted purposes.

(b) The District shall transfer the Surplus Property and Surplus Facilities AS-IS, WHERE-IS, WITH ALL FAULTS, AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE THEREIN PROPERTY AND FACILITIES. MBP is relying solely upon and will have conducted its own independent inspection, investigation, and analysis of the Surplus Property and Surplus Facilities as it deems necessary or appropriate in so acquiring such real property and improvements from the District, including, without limitation, any and all matters concerning the condition, use, sale, development or suitability for development of the Surplus Property and Surplus Facilities.

**2. Reservation of Future Property.** The District and MBP have identified a certain area within the MBP Project as an initial location for the Future Property, which is more particularly described on Exhibit B, attached to and made a part of this Agreement. The Parties acknowledge that such location may not be the most suitable site for the District to install new water system facilities to accommodate the future build-out of the MBP Project and on that basis MBP shall not initiate a transfer of the identified Future Property until requested by the District in accordance with section 3 of this Agreement. The Parties agree to meet and confer upon the request of either Party to discuss the relocation of the Future Property to a different location within the MBP Project; provided, however, any relocation shall be subject to the sole and final approval of the District. Upon the District's final written approval of an alternative location for the Future Property in accordance with this section 2 and/or section 3 below and recording of appropriate documents effecting the transfer of property between the Parties, Exhibit B to this Agreement shall be replaced and such replacement parcel described in Exhibit B shall thereafter be deemed for all purposes the "Future Property."

**3. Identification of Future Property.** At any time after execution of this Agreement, the District shall have the right to request that MBP cooperate in identifying any replacement area or parcel to be designated as the Future Property in place of the area or parcel described in the existing Exhibit B

attached to this Agreement. Upon such request by the District, MBP will promptly and fully cooperate with the District in identifying the replacement Future Property in accordance with the following conditions precedent; provided that neither party makes any representation or warranty regarding the likelihood in reaching agreement on such replacement area (the parties acknowledge and agree that the failure to reach agreement upon a replacement Future Property shall not be deemed a breach on this Agreement by either party).

(a) Provided that the parties reach agreement upon a replacement Future Property, if MBP has not yet acquired fee title to the identified area or parcel(s) desired by the District as replacement Future Property, MBP shall convey to the District a long-term leasehold covering the District's use of the identified Future Property until such time as MBP is able to convey fee title to the Property in accordance with section 4 of this Agreement. The leasehold will be for the remaining term of MBP's lease of the MBP Project from the County (MBP's leasehold rights are for an original term of 99 years), unless earlier terminated by MBP's acquisition of fee title to such property if and when it obtains such title from the County under the Master Purchase Agreement, and MBP's subsequent transfer of such title to the District as provided herein. Any such leasehold will be created by a lease agreement in a form that is mutually acceptable to both Parties and that fully describes the area comprising the leased property and which provides the District with rights sufficient to use the leased property in the same manner as if it had acquired fee title to the leased area. MBP shall not charge the District any form of periodic rent for the described leasehold rights. The lease agreement also shall obligate MBP to convey fee title to the District as soon as practicable after MBP acquires such title from the County/United States, subject to such rights as MBP may have acquired under this Agreement, including any price adjustment as provided in section 5 of this Agreement.

(b) Provided that the parties reach agreement upon a replacement Future Property, if MBP has acquired fee title to the area or parcel identified by the District as its desired Future Property, MBP and the District, utilizing their respective good faith efforts, shall: (i) jointly prepare and submit all appropriate documentation and applications necessary to cause the Future Property to become a separate legal parcel or parcels in compliance with applicable local and state laws; (ii) create the separate parcel or parcels comprising the Future Property in accordance with subsection (i) above; and (iii) MBP shall convey fee title to such parcel or parcels to the District using a deed in a form that is mutually acceptable to both Parties, reserving to MBP such interests (including without limitation ingress and egress, utility, fire safety, public use area easements necessary to MBP's operations within the MBP Project); provided, however, that such reservation to MBP is subject to the District's prior written consent and that MBP's reservation of any such interests do not unduly interfere with and render impractical the District's uses of the Future Property.

(c) Subject to the provisions of this Section 3, the Parties recognize that the District has the discretion to request different Future Property at any time, subject to the District's reasonable requirements. The Parties acknowledge and agree that it also may be necessary to identify different Future Property at a later date in order to accommodate the location of water service facilities and District operations within the MBP Project under any existing, new or amended master plan adopted by MBP for the MBP Project.

**4. Transfer Subject to Rights of USA and County.** MBP's transfer to the District of fee title to the Future Property shall be subject to any reservations, covenants, conditions, and restrictions on the title existing when the County obtained title from the United States Air Force or other applicable Federal agency. Transfers of title shall occur in the same manner and by the same type of document by which title is transferred by the Air Force to the County and, correspondingly, by the County to MBP. MBP shall pay all costs of transfer, including escrow fees and title insurance premiums. To effect the transfer of fee title to the Future Property to the District, MBP shall open escrow at a title company of its choosing

with close of escrow to occur as promptly as is reasonably possible after the date that MBP opens such escrow.

**5. Term.** This Agreement shall remain in effect until such time that the District acquires the Future Property in fee simple with the intention of finally putting such Future Property to use for any authorized District purpose. Upon MBP's recording of an appropriate deed conveying the specified Future Property to the District, the MBP and the District shall execute a mutually-acceptable amendment terminating this Agreement, and this Agreement then shall become void and of no further effect. At the same time, the Parties also shall execute and the District shall record a notice of termination of any existing recorded lease of the Future Property between MBP and the District.

**6. Future Property "As-Is".** Except as set forth in this Agreement, MBP makes no representation or warranty regarding the condition of the Future Property, its past use, or its suitability for the District's intended use and the Future Property is sold AS-IS, WHERE-IS, WITH ALL FAULTS, AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE THEREIN. The District is relying solely upon and will have conducted its own independent inspection, investigation, and analysis of the Future Property as it deems necessary or appropriate in so acquiring such parcel from MBP, including, without limitation, any and all matters concerning the condition, use, sale, development or suitability for development of the Future Property.

**7. Prohibition on Liens.** MBP will not at any time permit any mechanics', laborers', or material men's liens to stand against the Future Property for any labor or material furnished to MBP or claimed to have been furnished to MBP or MBP's agents, contractors, or subtenants, in connection with work of any character performed or claimed to have been performed on the Future Property by or at the direction or sufferance of MBP; provided, however, that MBP will have the right to contest the validity or amount of any lien or claimed lien, upon giving to the District a letter executed by MBP fully indemnifying the District and assuring that the lien or claimed lien will be paid, when and to the extent that the lien is finally determined to be valid and owing. MBP's right, however, to contest these liens will not extend beyond the point where the District's right to obtain title to the Future Property could be lost. On final determination of the lien or claim of lien, MBP will immediately pay any final judgment rendered, with all property costs and charges, and will have the lien released or judgment satisfied at MBP's own expense. If MBP fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Future Property because of a lien, the District will have the right, upon five days' written notice to MBP, to pay or prevent this action, and the amount paid by the District will be immediately due and payable to the District, and will bear interest at the rate of 10% per annum from the date of payment by the District until repayment by MBP.

**8. Indemnity.** MBP agrees to indemnify, defend and hold harmless the District, its directors, officers, employees, volunteers and agents from and against any claims, demands, losses, liabilities, causes of action and costs, including payment of reasonable attorney's and expert witness fees, of any nature for injury to or death of persons or loss of or damage to property occurring on or about the Surplus Property and Surplus Facilities that are connected with MBP's and its officers', directors', employees', agents' or subcontractors' use of the Surplus Property or Surplus Facilities, or otherwise arising out of or resulting from the performance of this Agreement.

**9. Assignment of Agreement.** MBP will not assign this Agreement without the prior written consent of the District, which will not be unreasonably withheld, provided that subsequent to any assignment MBP will remain primarily liable for the obligations under this Agreement. However, MBP may assign this Agreement without the District's written consent, but with at least 30 days written notice to the District, if the assignment is made: (a) to a successor corporation of at least equal net worth and credit rating into which or with which MBP is merged or consolidated in accordance with applicable statutory provisions

for the merger or consolidation of corporations; (b) to a wholly-owned subsidiary of MBP, upon MBP issuing the District a written guarantee of the subsidiary's performance of the obligations under this Agreement; (c) to a corporation to which MBP will sell all or substantially all of MBP's assets; and the liabilities of the corporations participating in the merger or consolidation or of the transferor corporation must be assumed by the corporation surviving the merger or created by the consolidation or by the transferee corporation, in the event of a transfer to a wholly-owned subsidiary or a sale of all or substantially all assets, and that corporation (except in the case of a wholly-owned subsidiary) must have a net worth at least equal to the net worth and credit rating of MBP at the time of execution of this Agreement. Upon delivery to the District, by a successor corporation to which this Agreement is assigned or transferred, of the agreement of the corporation to be bound by the terms, covenants, and conditions of this Agreement to be performed by MBP after the date of the assignment or transfer, MBP will be released and discharged from all obligations later arising under this Agreement, except where the transfer is to a wholly-owned subsidiary of MBP; or (d) a master association formed by MBP for the MBP Project.

**10. Demolition of Booster Pump Station.** At its sole cost, MBP will demolish the existing booster pump station located in Bell Street that comprises a portion of the Surplus Facilities. As consideration for demolishing the booster pump station to permit MBP's development of the Surplus Property, MBP, also at its sole cost, will cause the existing 6-inch water pipeline owned by the City of Sacramento to be connected to the District's existing 12-inch water pipeline through an intertie constructed in accordance with the District's technical specifications and as the plans for such project are first approved by the District's Engineer. Upon completion of the new connection, MBP will dedicate the intertie and any new pipeline required for the connection, together with a one-year maintenance guarantee for such facilities, by documentation acceptable to the District.

**11. General Provisions.**

(a) Any express or implied waiver of a breach of any term of this Agreement will not constitute a waiver of any further breach of the same or other term of this Agreement.

(b) If any action at law or in equity is brought to recover any sums due under this Agreement, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, the prevailing Party will be entitled to recover from the other Party as part of prevailing Party's costs, reasonable attorney fees and any expert witness fees and costs, the amount of which will be fixed by the court and will be made a part of any judgment rendered.

(c) MBP and the District each represent that the person signing below is authorized to execute and deliver this Agreement on behalf of that entity. MBP and the District will provide evidence of that authority in the appropriate form to the other Party at the time this Agreement is executed.

(d) Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Party to this Agreement by the other Party will be in writing and will be deemed served when personally delivered to the Party to whom the notice is directed, or in lieu of personal service, three days after deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

MBP:                   McClellan Business Park, LLC  
                          Attn: Senior Vice President and General Counsel

3140 Peacekeeper Way  
McClellan, California 95652

District: Sacramento Suburban Water District  
Attn: General Manager  
3701 Marconi Avenue, Suite 100  
Sacramento, CA 95821-5303

Either Party may change the address for the purpose of this section 11(d) by giving written notice of the change to the other party in the manner provided in this section.

(e) This Agreement will be binding on and will inure to the benefit of the heirs, executors, administrators, and permitted successors and assigns of the District and MBP.

(f) Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement will remain in effect, unimpaired by the holding.

(g) This Agreement and the attached exhibits constitute the entire agreement between the Parties relative to the services specified herein, and no modification shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

(h) The use by either party of any remedy specified for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

(i) This Agreement will be governed by and construed in accordance with California law. Any action on this Agreement will be brought in the Sacramento County Superior Court.

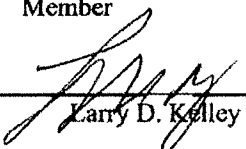
(j) The Parties acknowledge that each Party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with the transactions contemplated by this Agreement.

The Parties have executed this Agreement as of the date first above written.

**McCLELLAN BUSINESS PARK, LLC:**

By: LK McCLELLAN, LLC, a California  
limited liability company  
Its: Member

By: \_\_\_\_\_

  
Larry D. Kelley

**SACRAMENTO SUBURBAN WATER  
DISTRICT:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**SURPLUS PROPERTY**

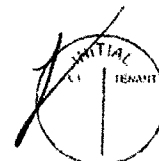
**EASEMENT DESCRIPTION**  
**McClellan A. F. B. – Site 3**  
December 28, 1999

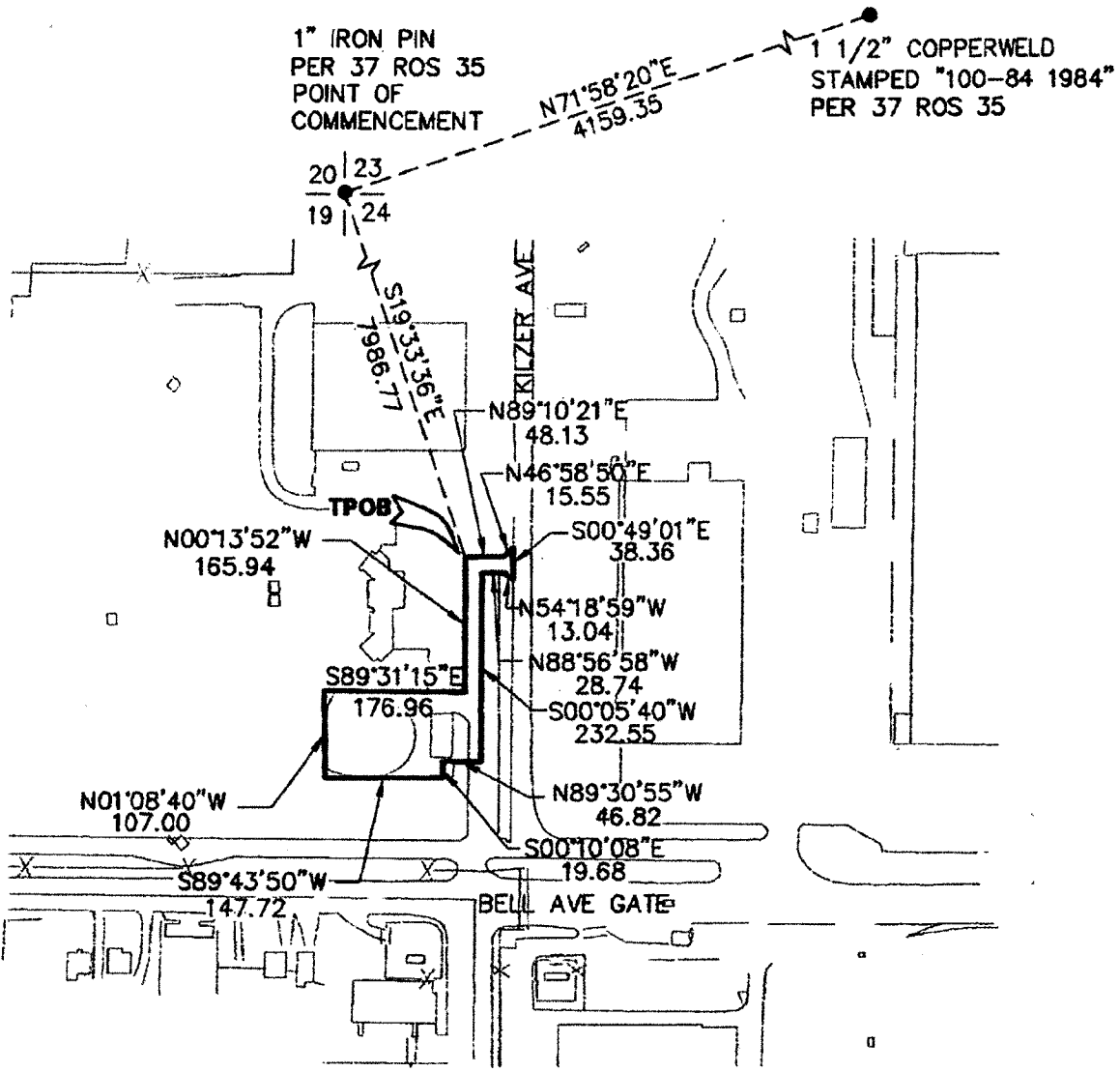
That portion of Section 25, Rancho Del Paso, Sacramento County, California, described as follows:

Commencing at a 1-inch diameter iron pin marking the northwest corner of Section 24 as shown on the Record of Survey filed in October 6, 1982, in Book 37 of Surveys, Page 35, Sacramento County Records, from which a 1 1/2-inch diameter copperweld monument stamped "100-84 1982" as shown on said Record of Survey bears North 71°58'20" East 4159.35 feet; thence, from said point of commencement, South 19°33'36" East 7986.77 feet to the TRUE POINT OF BEGINNING; thence North 89°10'21" East 48.13 feet; thence North 46°58'50" East 15.55 feet; thence South 00°49'01" East 38.36 feet; thence North 54°18'59" West 13.04 feet; thence North 88°56'58" West 28.74 feet; thence South 00°05'40" West 232.55 feet; thence North 89°30'55" West 46.82 feet; thence South 00°10'08" East 19.68 feet; thence South 89°43'50" West 147.72 feet; thence North 01°08'40" West 107.00 feet; thence South 89°31'15" East 176.96 feet; thence North 00°13'52" West 165.94 feet to the TRUE POINT OF BEGINNING, containing 0.55 acres, more or less.

The bearings and distances used in this description are referenced to the California Coordinate System of 1927, Zone 2. Multiply distance by 1.0000620 to obtain ground distances.

McClellan AFB Building Facility # 662 & 663





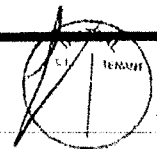
**EXHIBIT 'A'**  
**WATER EASEMENT-SITE 3**  
 McCLELLAN A.F.B.  
 PTN. SEC. 25 OF RANCHO DEL PASO  
 SACRAMENTO CO., CA

SCALE: 1"=200' DECEMBER 1999

**ANDREGG, INC.**  
 SURVEYING • MAPPING • GEOMATICS  
 AUBURN, CALIFORNIA  
 (916) 885-7072



SITE3.DWG





**EXHIBIT B**  
**FUTURE PROPERTY**

## EXHIBIT B

### LEGAL DESCRIPTION

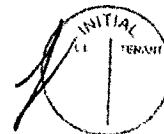
#### Water Tank Reservation

ALL THAT REAL PROPERTY situated in the County of Sacramento, State of California and being a portion of Lot 152 as shown on that certain Record of Survey entitled "McClellan Park", filed for record in the office of the Recorder of Sacramento County on December 12, 2003, in Book 65 of Surveys, at Page 16, adjusted and described as "Resultant Parcel 152" in that document entitled, "Lot Line Adjustment Resolution No. 06-BLS-0463", filed for record in the office of the Recorder of said County in Book 20061116, at Page 1236, more particularly described as follows:

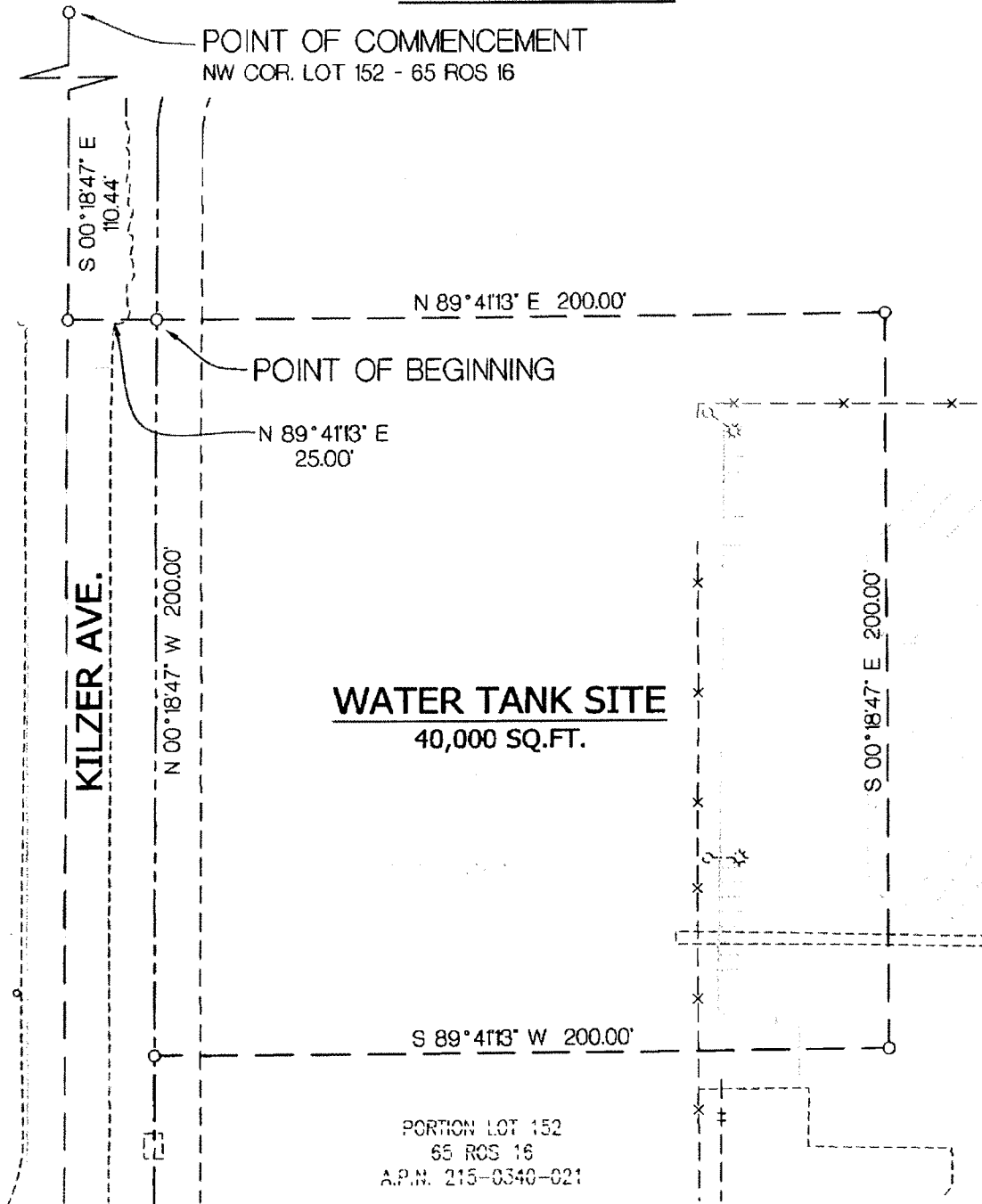
Commencing at the Northwest corner of said Lot 152, said Point of Commencement being the centerline intersection of Dean Street and Kilzer Avenue; thence from said Point of Commencement along the West line of said Lot 152 and the centerline of said Kilzer Avenue, South  $00^{\circ}18'47''$  East, 110.44 feet; thence leaving said West line and centerline, North  $89^{\circ}41'13''$  East, 25.00 feet to a point in the East Right-of-Way line of said Kilzer Avenue and the Point of Beginning; thence from said Point of Beginning and leaving said Right-of-Way, North  $89^{\circ}41'13''$  East, 200.00 feet; thence, South  $00^{\circ}18'47''$  East, 200.00 feet; thence South  $89^{\circ}41'13''$  West, 200.00 feet to a point in said East Right-of-Way line; thence along said Right-of-Way line, North  $00^{\circ}18'47''$  West, 200.00 feet to the point of beginning.

Said property contains 40,000 square feet, more or less.

The basis of bearings and distances for this description is NAD 83 California State Plane Coordinates, Zone 2 GRID, as per said Record of Survey. Ground distances are obtained by multiplying the distances shown hereon by a grid-to-ground scale factor of 1.00006107.



# EXHIBIT 'B'



**BAKER-WILLIAMS ENGINEERING GROUP**  
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
6020 Rutland Drive, Suite 19 - Carmichael, CA 95608  
(916) 331-4335 - fax (916) 331-4430 - office@bwilliams.com

SCALE: 1"=40'

JOB #: 08-07-066

DATE: Sep., 2008

**WATER TANK EXHIBIT  
McCLELLAN PARK**

SACRAMENTO COUNTY CALIFORNIA





## Facilities and Operations Committee Agenda Item: 5

**Date:** February 8, 2017

**Subject:** Operations and Maintenance Cost Accounting

**Staff Contact:** Dan York, Assistant General Manager

**Recommended Committee Action:**

Receive report from staff on the operations and maintenance cost accounting process for the purpose of invoicing San Juan Water District (SJWD) and City of Sacramento (City).

**Discussion:**

At the January 20, 2017 Facilities and Operations Committee meeting staff provided a report on the Operations and Maintenance Cost Accounting for invoicing SJWD for maintenance, repair, replacement, and operation of the infrastructure at the Antelope Pump Back Booster Pump Station and the City for operating, maintenance, and repair costs directly related to the Enterprise-Northrop Intertie. After reviewing the report, the Committee instructed staff to work with the Finance Department to determine an appropriate “burden rate” for charges related to these invoices.

The Finance Department determined that a “burden rate” should not be added to these types of transactions. The direct costs associated with these transactions should be borne by SJWD and the City, but overhead or “burden costs” should not apply. The reason is - the District’s fee structure is designed to cover incremental costs of service to a third party and not to recover ongoing District costs. This is important as services rendered for costs covered by fees are subject to high volatility and often do not occur at all. If the District depended upon fees to cover its recurring costs, then absent those fees, customer rates would need to be increased. The District should not be in a position where it needs to increase customer rates simply because, for example, developer projects did not occur as planned or customers paid their bills on time and penalty charges did not follow.

**Fiscal Impact:**

There is minimal fiscal impact to the District for operation and maintenance of the facilities related to SJWD and the City due to the ability to invoice those agencies based on the agreements that have been approved by the Board.

**Strategic Plan Alignment:**

Finance - 4.I. Pursue opportunities for grant funding and cost savings activities with collaborative entities.

Leadership - 5.C. Participate in regional, statewide and national water management partnerships.

District customers will benefit as this project will allow District operators more operational flexibility by having control of flows and pressures when moving water into the City to improve water service and reliability for both agencies under emergency or controlled scenarios.



## Facilities and Operations Committee Agenda Item: 6

**Date:** February 8, 2017

**Subject:** Howe Park River-Friendly Demonstration Garden

**Staff Contact:** Greg Bundesen, Water Conservation Supervisor

**Recommended Committee Action:**

Receive report from staff regarding the progress of the Howe Park River-Friendly Demonstration Garden.

**Note:** This proposed Howe Park Garden was presented to the Facilities and Operations Committee at the April 1, 2016 meeting, with the Committee providing direction to bring the item to the full Board. The report was presented to the full Board at the April 18, 2016 regular board meeting (Agenda Item 13) and an agreement between the District and the Fulton El Camino Park District for construction and maintenance of the Garden was approved.

**Discussion:**

On August 31, 2016 the District entered into a Principles of Agreement with the Fulton/El Camino Parks and Recreation District (FECRPD) for the construction of a River-Friendly Demonstration Garden (Garden) at Howe Park (Exhibit 1). District and FECRPD staff has reviewed the site location and have determined the following:

1. Both parties desire a garden that will create a regional resource to educate the public;
2. The Garden should support the use of River-Friendly Landscaping (RFL) styles and techniques; and,
3. The Garden should promote environmental sustainability, biodiversity, and water conservation.

District and FECRPD staff sought the advice of landscape professionals regarding the design and installation of the Garden. Both staffs met with EcoLandscape California (ELC) on January 11, 2017 to discuss the possibility of creating a Garden designed to allow District and FECRPD customers to learn about the principles and benefits of RFL and have the hands on experience of transitioning a residential type landscape from turf grass to a RFL. ELC was excited at the opportunity to create and install the Garden, as well as provide the public with a unique hands-on experience transitioning the landscape at Howe Park from what is now all turf to a RFL.

## Howe Park River-Friendly Demonstration Garden

February 8, 2017

Page 2 of 4

In the past, ELC has conducted River Friendly Landscape Training Courses (Course) for Sacramento area residents including District customers. The Course involves four (4) in-class instruction lectures and two (2) hands on work days that will provide high quality instruction on all of the key principles of RFL to residential home owners. The Course provides training benefits to not only interested District customers but others from around the region that, once finished, will have the skills necessary to implement the principles of RFL at their own homes. In addition to the water conservation aspects, the benefits to installing a RFL include, but are not limited to:

1. Saving the customers money by reducing fertilizer and pesticide use;
2. Requiring less maintenance such as mowing and trimming;
3. Reducing yard waste;
4. Promoting biodiversity by attracting birds, butterflies, and other pollinators; and,
5. Providing a healthy attractive landscape.

By offering installing the Garden and providing the Course, District customers will be able to gain the knowledge necessary to:

1. Reduce landfill waste;
2. Reduce air pollution by reducing the amount of yard waste that is transported to the landfill and reducing the need for polluting maintenance equipment; and,
3. Improve water quality by reducing pollution from chemical runoff into local creeks and streams.

ELC has provided the District a Garden installation proposal with a cost estimate (Exhibit 2) to install the Garden and provide the Course which includes two hands on work days at the Howe Park location. ELC is recommending that the Garden and irrigation design be based on all of the Principles of RFL. The idea is to have four (4) separate individual gardens within the landscape area that highlight some of the different individual principles of RFL, but maintain the overarching goal of demonstrating a sustainable, biodiverse, and water efficient landscape. ELC is recommending that each garden be uniquely designed as the process moves forward. Some of the proposed ideas for the individual gardens are as follows:

1. Going Native - all CA Native plants;
2. International Themes - featuring Mediterranean climate appropriate plants from the other regions of the world that share a climate similar to ours: Australia, Africa, Italy, and parts of South America;
3. Sensory Garden - featuring plants with interesting smells and textures;
4. Birds, Bees and Butterflies (Pollinator Garden);
5. Storm Water Management Garden - Rain Garden and other drainage management techniques(for the bigger space that drains off of that residential street that ends at the park);
6. Desert Delights - desert plants that thrive in our climate;
7. Next-to-no-water - featuring plants that need practically no supplemental irrigation (after getting established);
8. Year-Round Color (although we strive for this in all RFL designs, the interpretive sign for this garden could indicate what plant blooms in each season); and,

9. Native Oak-based Garden - featuring plants that work well near native oaks - since we have some on the property.

Staff has prepared a Services Agreement for ELC and the District to sign to begin the process of transitioning the landscape at Howe Park from grass to a RFL. The RFL Program was originally developed in 2009 by a coalition of agencies to further the knowledge required to install and maintain sustainable landscapes in the Sacramento Region. The RFL Program was turned over to ELC in 2013 for its continued development and promotion. ELC has conducted training regarding the principles of RFL several times for four different water agencies in the region including the City of Sacramento, City of Folsom, Placer County Water Agency, the City of Roseville, and most recently as part of the District's transition of the landscape located at Well 32A, the Garden on Eden. All agencies including the District and its participating customers have had a very positive experience with ELC and the RFL training program.

As part of their proposal, ELC included an Option 2 for completing the Garden including the Course (Exhibit 2). Option 2 would include the following:

1. A fifth demonstration garden that would be installed at the entrance to the Park on Bell Ave.;
2. Additional signs for the fifth garden;
3. Material for the fifth garden;
4. Stone benches for the other four gardens;
5. Cover planted areas with decorative bark; and,
6. Cover arborist mulch in unplanted areas with more decorative bark;

Option 2 increases the scope of the installation by about \$30,000.

In an effort to ensure all interested parties in and around Howe Park are aware of the Garden's potential installation, staff reached out to California American Water, Sacramento (Cal-Am) to gauge their interest in a financial partnership. Staff will inquire as to whether Cal-Am is interested in funding the \$30,000 proposed in Option 2 of the Proposal. If Cal-Am does provide the \$30,000 toward Option 2 of the proposal, their logo would be included on any and all advertisements for the project including garden signs, flyers, etc. Once Cal-Am's financial contribution has been agreed to, staff will generate a Principles of Agreement with Cal-Am for the agreed to amount. The District will invoice Cal-Am upon receiving invoices from ELC. The District will invoice Cal-Am for one half of their yet to be determined contribution at the same time.

Should Cal-Am elect to not enter into a financial partnership with the District, staff will seek a budget transfer to procure the additional funding necessary to proceed with Option 2 of Exhibit 2 at a later date. The major cost increase component is the hands on classes and customer education aspects and the addition of the fifth garden segment instead of the four originally envisioned.



Once the landscape transition is complete the District, ELC, FECPRD, Cal-Am (if engaged), and the District's public relations firm will coordinate to host a ribbon cutting ceremony commemorating the opening of the Garden. Staff will ensure that dignified guests (including local and state elected officials) are invited to the event. The ceremony is projected to be held in May 2017. The event will be advertised in local newspapers, the District's and FECPRD websites, bill inserts, and social media. A webpage regarding the Garden and its unique features (including walking tour audio) will be created for the District's website.

In addition, the District and FECPRD plan on submitting for an award with California Special District Association for their spring conference.

**Summary:**

1. SSWD and FECPRD have an existing agreement for construction and maintenance of a demonstration garden.
2. Staff is considering expanding the 4 demonstration areas to 5 and including a significant classroom and in-field training element for customers using the proven ELC model as was employed at SSWD's Garden on Eden. The expanding scope adds roughly \$30,000 to the cost.
3. Staff is in communication with Cal-Am to see if a cost sharing of the expanded scope is of interest to them to join as a partner.
4. Staff is proceeding with the original plan and budget with the expectation that we will return for approval of an expanded scope if Cal-Am does not join. If Cal-Am joins an expansion of the District's present budget ceiling may not be needed.

**Fiscal Impact:**

There is no fiscal impact at this time.

**Strategic Plan Alignment:**

1.B. – Water Supply – Provide for the long-term future needs of the District through prudent planning that will ensure sufficient capacity to serve all members of the public.

1.C. – Water Supply – 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 water supply needs of the customers.

3.D. – Customer Service – Provide effective customer and community relations by communicating, educating, and providing information on District operations, drinking water issues, water conservation, fiscal stability, environmental stewardship, sustainability of water resources and physical system assets.

**AGREEMENT BETWEEN  
SACRAMENTO SUBURBAN WATER DISTRICT AND  
FULTON-EL CAMINO RECREATION AND PARK DISTRICT  
FOR THE COOPERATIVE CONSTRUCTION, OPERATION AND MAINTENANCE  
OF A RIVER FRIENDLY LANDSCAPE DEMONSTRATION GARDEN  
AT HOWE PARK**

The purpose of this agreement is to outline the terms that were negotiated between the Sacramento Suburban Water District ("SSWD") and Fulton-El Camino Recreation and Park District ("FECRPD") to cooperatively plan, construct, install, operate, and maintain a native plant demonstration garden ("Garden") at Howe Park for the purposes of educating Park visitors and SSWD water users about the benefits of transitioning to a River Friendly Landscape and how the use of such landscaping styles and techniques protects natural resources, promotes bio-diversity and environmental values, and conserves water.

Both SSWD and FECRPD agree on the following key terms that, after negotiation and appropriate consideration by their respective Boards of Directors, have been incorporated into this final agreement executed by the parties on this August 31, 2016 describing their respective rights and obligations concerning the Garden.

A. General Approach and Purpose of the Garden

1. The general approach of the Garden project is a collaborative effort by FECRPD and SSWD to pool their resources and expertise to construct and promote the Garden and to promote jointly and individually the parties' programs.
2. The purpose of the parties' efforts is to create a regional resource to educate the public and support the use and installation of River Friendly Landscaping styles and techniques in an effort to promote environmental sustainability, biodiversity, and water conservation.
3. The Garden will be constructed on land owned by FECRPD located at Howe Park, 2201 Cottage Way, Sacramento, California.

B. SSWD's Mission and Obligations:

1. SSWD's Mission
  - i. SSWD is a county water district formed by consolidation of Northridge Water District and Arcade Water District in 2002 to provide water to customers within its territory. SSWD delivers high quality treated surface and groundwater to its 174,434 customers in north-central Sacramento County. As part of its mission, SSWD participates in regional collaborative organizations that promote best management practices to conserve water resources and improve water quality.

2. SSWD's Obligations Concerning the Garden.

- i. SSWD will provide and pay all costs for legal advice and drafting of documents necessary to memorialize the parties' partnership concerning the Garden. Any documents prepared will be in accordance with the direction given by the parties and the terms of the agreements negotiated by the parties, as such are communicated by SSWD to its legal counsel and approved before execution by FECRPD (with any legal review by FECRPD's legal counsel). Each party will bear its own cost for such review.
- ii. SSWD will provide and pay a not to exceed cost of \$60,000 for the initial construction and installation of the Garden including, but not limited to, all of the landscape preparations, groundcover (bark, mulch, etc.), plants, and irrigation system based on the Principles of River Friendly Landscaping as described in the four landscape designs provided to the public by EcoLandscape California, adapted to the unique landscape area where the Garden is to be constructed. The four garden designs are attached to and made a part of this Agreement as Exhibit A.
- iii. Included in the not to exceed amount of \$60,000, SSWD will provide for and pay all of the costs associated with the installation of informational signage for the Garden.

C. FECRPD's Mission and Obligations:

1. FECRPD's Mission

- i. FECRPD enhances the quality of life for our community by providing park facilities and recreation programs of exceptional quality while maintaining and protecting our park lands for future generations.

2. FECRPD's Obligations Concerning the Garden

- i. FECRPD will identify and obtain all permits and approvals required by the County and any other jurisdiction necessary to plan, construct, operate, and maintain the Garden at Howe Park.
- ii. FECRPD will provide the land necessary for the construction of the Garden at Howe Park. The boundaries of said land shall be as follows:
  1. North Boundary: FECRPD north property line behind residential homes.
  2. South Boundary: The edge of the current paved parking area and Bell Street driveway.
  3. East Boundary: From the FECRPD east property line on Bell Street with consideration taken for county drainage easements extending to the north and south boundaries as defined in this agreement.

4. West Boundary: Approximately 450 feet from the east property line with consideration for county drainage and easements.
- iii. FECRPD will assume responsibility of all ongoing and future maintenance of the Garden once construction of the Garden is complete, including, but not limited to: weed abatement, irrigation system repair and/or replacement, plant replacement, groundcover replacement, and sign maintenance/repair/replacement.
- iv. FECRPD provide and pay for all training necessary to ensure the landscape maintenance professional assigned to maintain the Garden is trained and certified in the Principles of River Friendly Landscaping.
- v. The Garden is intended to be open during the same hours that the public has access to Howe Park. Like the park, the Garden is a passive area with no restrictions on access. The potential for vandalism to the Garden is the same as it is for the rest of the park. FECRPD will provide for and pay for all of the costs necessary to mitigate any vandalism to the Garden including, but not limited to, the plants, groundcover, irrigation system, and Garden signage.

D. General Obligations of the Parties:

1. Both parties agree that the planning, constructing, operating, and maintaining of the Garden will be conducted consistent with all federal, state and local laws and regulations.
2. Both parties will develop a Request for Proposal for construction and installation of the Garden that is consistent with the goals of both parties and the Garden.
3. Both parties agree to promote the Garden to the public and other interested parties through its websites, newsletters, handouts, and other media that explains the benefits of installing and maintaining a River Friendly Landscape. Both parties will make available their logos for their joint use in promoting the Garden.
4. Each party will maintain comprehensive insurance coverage naming the other party, and its directors, officers, employees, agents, and volunteers as additional insureds for the construction, operation and maintenance of the Garden, including professional liability, personal injury, property damage, errors and omissions, and workers' compensation coverage. The parties will determine the amount and conditions of such insurance coverage when negotiating their final agreement.
5. Both party's representatives will meet once each quarter for the first year of this Agreement's term to address all non-emergency issues related to the construction, operation and maintenance of the Garden. In case of emergency, the parties will meet as soon as possible to address the emergency situation.

6. Each party will release and hold harmless the other party, and its directors, officers, employees, agents, and volunteers, from any liability arising from or connected to the Garden.

SACRAMENTO SUBURBAN WATER DISTRICT

By: *Robert Roscoe*

Name: Robert S. Roscoe, P.E.

Title: General Manager

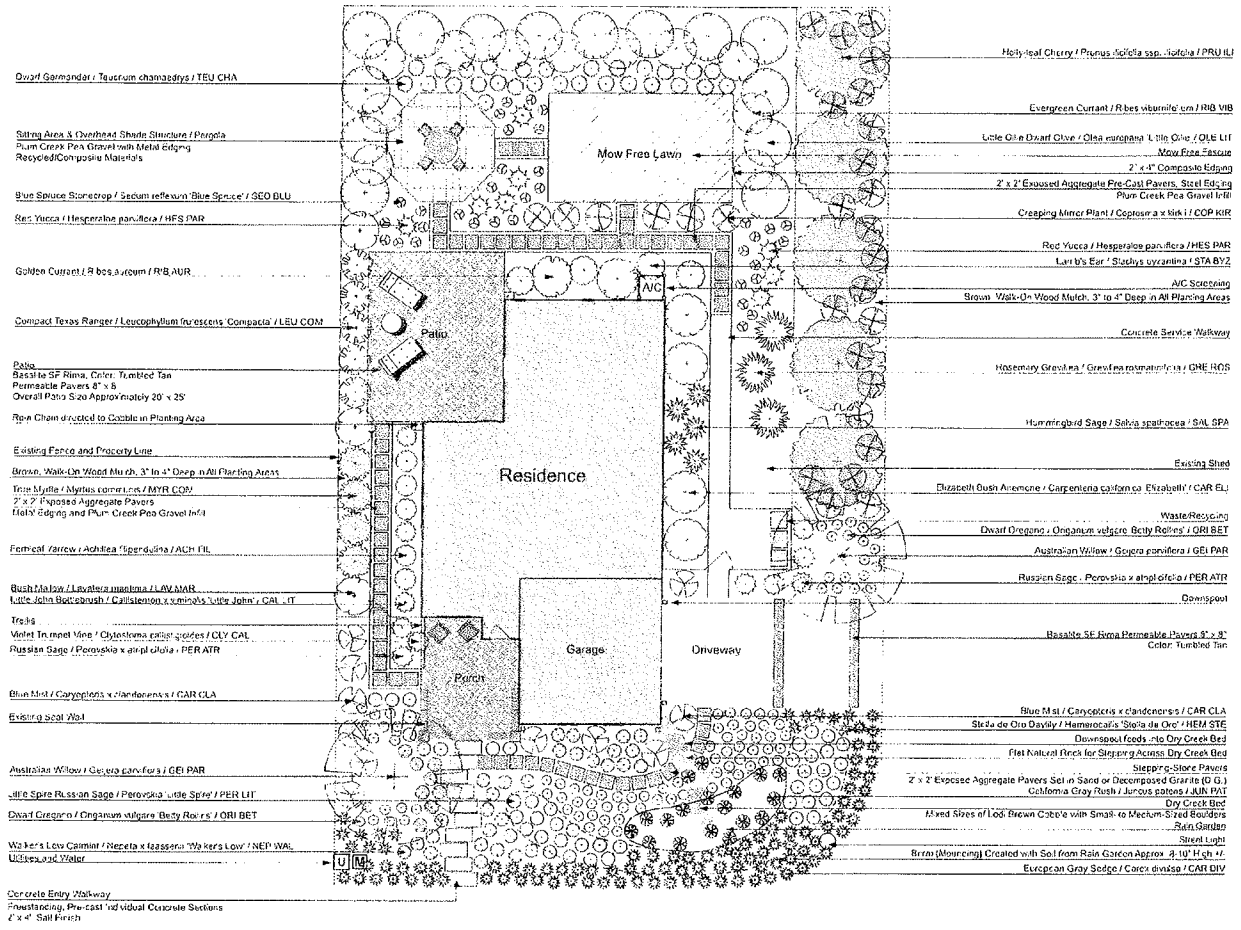
FULTON-EL CAMINO RECREATION AND PARKS DISTRICT

By: *Michael E. Grace*

Name: MICHAEL E. GRACE

Title: GENERAL MANAGER

# Exhibit A



**Project Notes:**  
Refer to Project Notes for more information about this Conceptual Landscape Plan.

**Plants:**  
Plants were specifically chosen and placed based on mature size. Plants with the same water and sun exposure requirements are grouped together and are on the same zone (color). If plant substitutions are made, select plants with the same cultural requirements and mature size.

**Please note:**

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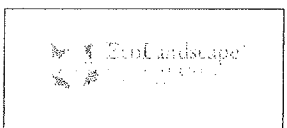
A site-specific design should be prepared by a qualified landscape designer and irrigation designer prior to any landscape installation. When hiring contractors to install a landscape or irrigation plan, contract with professionals who are licensed and insured for the work to be performed.

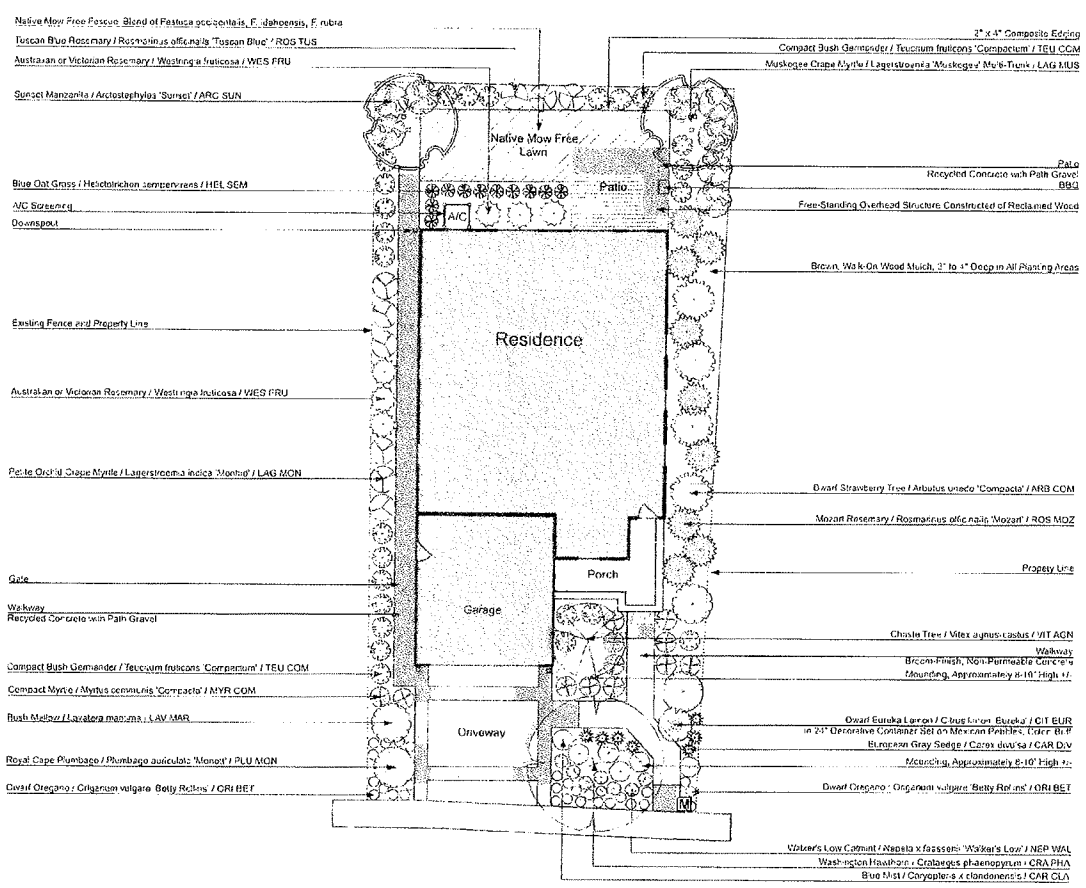


DATE	October 2013
JOB NUMBER	
DRIVER BY	
ELC	
CHANGED BY	
ELC	
SCALE	No Scale
SHEET	1 of 2

**PROJECT:**  
Right as Rain  
Eco-Friendly Design Plans for  
The New California Landscape

**SHEET DESCRIPTION:**  
Conceptual Landscape Design Plan

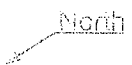




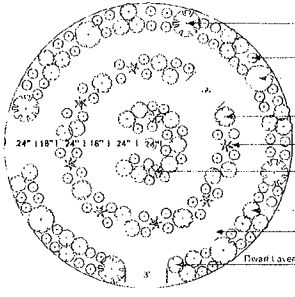
**Project Notes:**  
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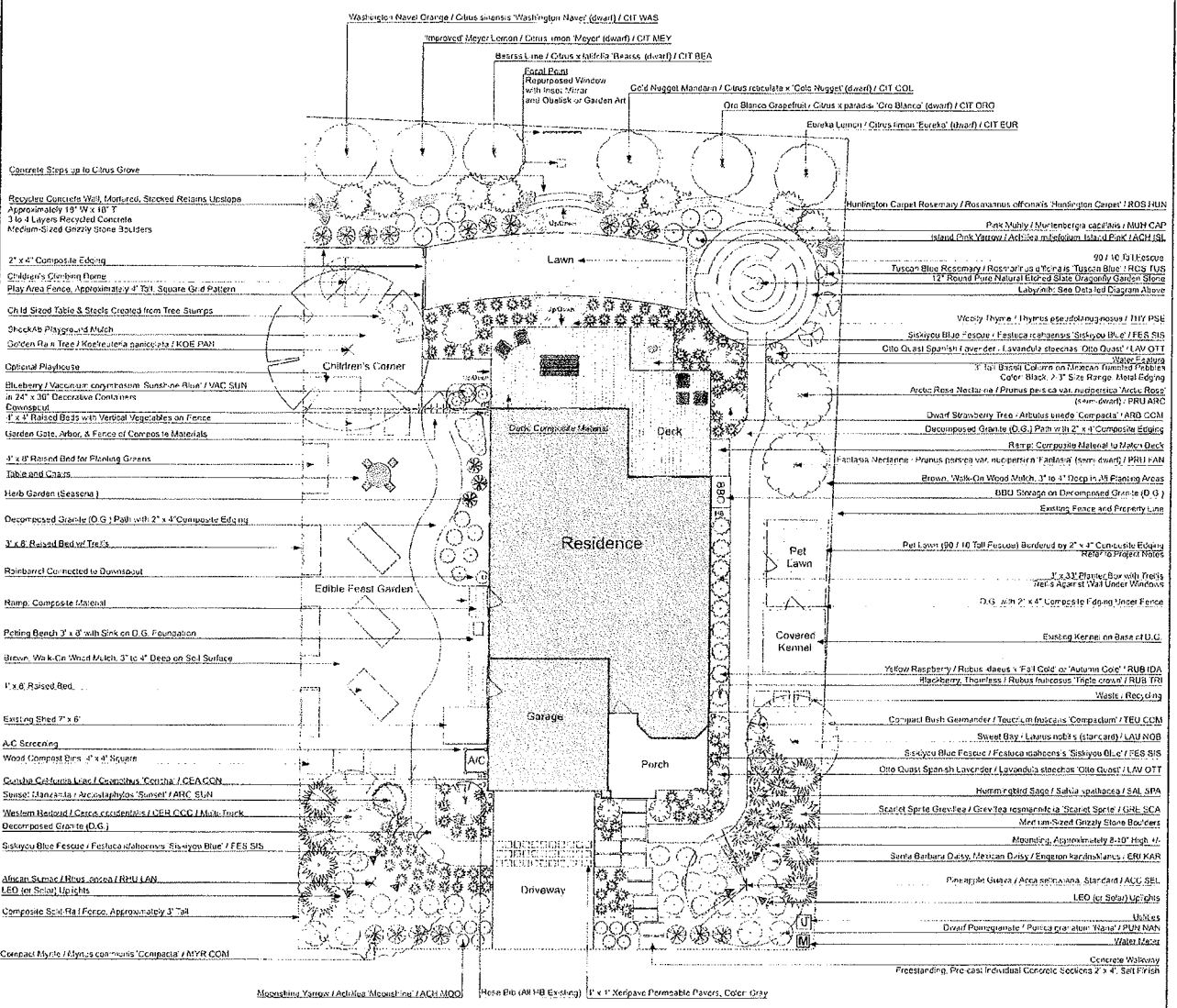


SHEET 1 of 2	SCALE: No Scale	DATE: October 2013	PROJECT: Neat & Petite Eco-Friendly Design Plans for The New California Landscape	SHEET DESCRIPTION: Conceptual Landscape Design Plan	
		JOB NUMBER: NIP			
		DRAWN BY: E.L.C.			
		CHECKED BY: E.L.C.			
		REVISIONS: None			



**Detailed Labyrinth**

- Culinary Sage / Salvia officinalis / S.M. OFF
- Annual / ANN
- Thyme / Thymus vulgaris / THY VUL
- Scented Leaf Geranium / Pelargonium x / PEL X
- Chive / Allium schoenoprasum / ALL SCH
- Sweet Violet / Viola odorata / VIO ODO
- Sweet Myrtle / Myrica maritima / MYR MAR
- Wax / OLA WAX
- Dwarf Lavender Hybrid / Lavandula angustifolia / LAV ANG



**Project Notes:**  
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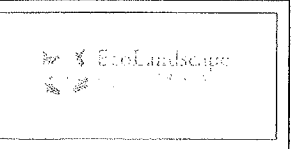
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SHEET:	1 of 2
SCALE:	No Scale
DATE:	October 2013
JOB NUMBER:	
DRAWN BY:	
CHECKED BY:	
E.I.C.	

**PROJECT:**  
 Wholesome Habitat  
 Eco-Friendly Design Plans for  
 The New California Landscape

**SHEET DESCRIPTION:**  
 Conceptual Landscape Design Plan





European Only Design / China Only / CAM/IDV

Scot Wall (Same as Site Plan)

Bright Yellow Laurel Cherry / Prunus caroliniana 'Bright Yellow' / PRU BR1  
Olive Green Spanish Lavender / Lavandula stoechas 'Olive Green' / LAV G1T  
Dwarf Pomegranate / Punica granatum 'Nana' / PUN NAN  
Huntington Carpet Rosemary / Rosmarinus officinalis 'Huntington Carpet' / ROS HUN

**Water Feature**

Natural Stone Boulder, Recycled Glass at Base  
10" to 12" Size Range, Color: River Blue, Main Fingering  
Accretion Border  
Tumbled Mexican Pebbles, 1/2" to 1" Size Range,  
Color: Buff, Main Fingering  
Seal: Well  
Source to Match Residence, 18" x 18" Column Capstone,  
31" Poststone Wall Cap, Color: Complementary to Pavings  
Retractable Slide Wire Cable System Acting  
Steel Frame  
Pump  
Pumpable Pavers Installed per Manufacturer's  
Specifications, Belgard Subterra Stone, Color: Avignon  
Inset Paving  
Belgard Subterra Stone, Color: Befo

**Doanpost**

Edging per manufacturer's specifications

**Existing Fence and Property Line**

Brown, Walk-On Wood Finish, 3" to 4" Deep in All Planting Areas

**Dwarf Strawberry Tree / Abutilon speciosus 'Compact' / ARB COM**

**A/C Screening**

Decorative Containers, Solid Turf-Treated Mexican Brush Pebbles  
1/2" to 1" Size Range, Color: Buff, Main Fingering  
Mexican Rosemary / Rosmarinus officinalis 'Mexican' / ROS MEX

**Walkway**

Pumpable Pavers Installed per Manufacturer's  
Specifications, Belgard Subterra Stone, Color: Avignon  
Muskogean Crane Alythe / Lagerstroemia Muskogean  
Mush-Trunk / LAG MUS

**Mounding**

Approximately 8-10" High +/-

**Large Iron Butterfly Bush / Gleditsia triacanthos 'Little John' / GAL J1T**

**Hamelin Dwarf Fountain Grass / Pennisetum alopecuroides 'Hamelin' / PEN HAM**

**Coronet Bush / Desmodium illinoense 'Coronatus' / YEU COM**

**Water Meter**

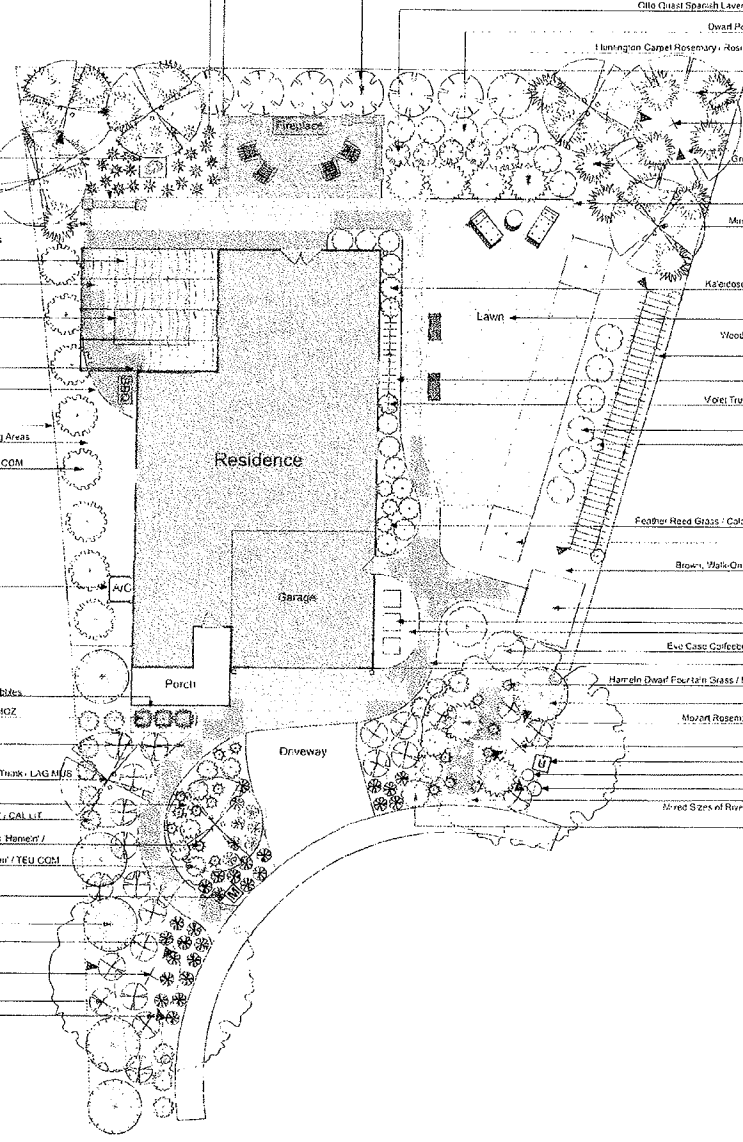
Toyon / Heteranthes arborea / HET ARB

Blue Cat Grass / Heteranthes semperviridis / HET SEM

Chinese Pistache / Pistacia chinensis / PIS CH1

Creeching Minor Plant / Coprosma x nitida 'COP MIN'

LED (or Solar) Uplights



Mounding, Approximately 8-10" High +/-  
Mature Strawberry Tree / Abutilon speciosus 'Compact' / ARB COM  
LED (or Solar) Uplights  
Mexican Rosemary / Rosmarinus officinalis 'Mexican' / ROS MEX  
2" x 4" Composite Edging  
Muskogean Crane Alythe / Lagerstroemia Muskogean  
Mush-Trunk / LAG MUS  
Kaleidoscope Abelia / Abelia x grandiflora 'Kaleidoscope' / ABE KAL  
30" x 10" Tall Edge-on Wood Posts  
Wood to Have FSC label (Forest Stewardship Council)  
Arbor Approximately 40' Long x 2" Wide  
to Sections, Approximately 8' Long  
Arbor Approximately 16' Long x 2" Wide  
(2 Sections, Approximately 8' Long)  
Violet Trumpet Vine / Cissampelos coccinea 'CIT CAL'  
Jerusalem Sage / Phlomis tuberosa / PHL FRU  
Table or Wine Grapes / Vitis / VIT  
Feather Reed Grass / Calamagrostis x acutiflora 'Karl Foerster' / CAL KAR  
Horseshoe Fit Approximately 12" x 48"  
Brown, Walk-On Wood Finish, 3" to 4" Deep in All Planting Areas  
Utility Shed 9' x 10'  
Waste Recycling Area  
New Permeable Concrete  
Eye Case Colloctory / Fraxinus corymbosa 'Eye Case' / FRA CAL  
Double-Swing Gate  
Hamelin Dwarf Fountain Grass / Pennisetum alopecuroides 'Hamelin' / PEN HAM  
Mounding, Approximately 8-10" High +/-  
Mature Rosemary / Rosmarinus officinalis 'Mexican' / ROS MEX  
Chinese Pistache / Pistacia chinensis / PIS CH1  
Upstairs Post  
Street Light  
Dry Creek Bed  
Mixed Sizes of River Gravel with Small to Medium-Sized Boulders  
Lamb's Ear / Stachys byzantina / STA BYZ

**Project Notes:**  
Refer to Project Notes for more information about this Conceptual Landscape Plan.

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North

SHEET 1 of 2	SCALE: No Scale	CHECKED BY: E.L.C.	DESIGN BY: E.L.C.	DATE: October 2013	PROJECT: Recreation Destination Eco-Friendly Design Plans for The New California Landscape	SHEET DESCRIPTION: Conceptual Landscape Design Plan	
	RD	JOB NUMBER:	DATE:	PROJECT:			

A Non-Profit Corporation Providing Education and Advocacy  
for Ecologically-Responsible Landscapes

## **Creating Low-Water Use, River-Friendly Landscape Demonstration Gardens in Howe Park**

A proposal to Sacramento Suburban Water District (SSWD)

### ***Project Plan and Cost Estimate***

**January 18, 2016**

#### Project Summary

EcoLandscape California proposes to transform the strip of turn and trees along the north parking lot at Howe Park into four demonstration gardens showcasing low-water use, river-friendly landscape designs that can serve as a demonstration site for the District, an attraction for park users, model landscapes for area residents, and an education opportunity for landscape professionals.

EcoLandscape California (ELC) is a Sacramento-based non-profit organization dedicated to educating and advocating for ecologically-responsible landscapes. With the expert guidance of working landscape and irrigation specialists, the organization will combine classroom training in River-Friendly Landscape Design and Drip Irrigation Design with the physical transformation of the site, providing excellent hands-on training in landscape retrofitting for up to 40 project participants.

The classroom instruction will feature portions of ELC's highly regarded "Green Gardener At Home" curriculum, and will also feature irrigation expert Lori Palmquist's training in drip irrigation. Two additional six-hour hands-on trainings at the park site will allow participants to put their new knowledge to work and see the results first-hand.

ELC will hire an experienced landscape designer, trained in river-friendly landscape design and plant selection, to develop four themed demonstration gardens within the strip of land in Howe Park. The gardens will use water-efficient irrigation which will be retrofitted from the Park's existing sprinkler irrigation in the area.

Including the hands-on labor of the class participants will offer a cost-efficient, benefit-rich solution to transforming this property.

The result will be an attractive, low-maintenance, MWELO-compliant, low-water use landscape that will include a blend of climate-appropriate, drought-tolerant, and California Native plants, with signage at each garden to provide further education about the benefits and practices of River-Friendly Landscaping.

#### ***River-Friendly Landscaping***

*is an integrated, watershed-based approach to landscape design, construction, maintenance, and management that goes beyond water-use efficiency to address the related benefits of reducing urban run-off, pollutants, greenhouse gas, and waste.*

*River-Friendly Landscaping results in water, energy, cost and labor savings as well as healthier, more sustainable communities.*

Project Plan

TASK	TIMELINE
<p><b>1. Initial Planning Meeting with SSWD staff and Howe Park staff</b>                      EcoLandscape project leaders, SSWD staff, and Howe Park staff will meet to identify unique requirements of the property and to set target dates for the river-friendly classes (4), site preparation, landscape installation, Irrigation installation, and landscape “ribbon cutting” celebration.</p>	January 2017
<p><b>2. Landscape Design</b>                      EcoLandscape will hire a Green Gardener trained landscape designer to design four unique, themed demonstration gardens for the site. Designer and EcoLandscape will present plans to SSWD and Howe Park staff for approval before implementing.</p>	January- February 2017
<p><b>3. Classroom Curriculum Customization</b>                      EcoLandscape will conduct the same homeowner training presented during the Well Site project, but will revise curriculum slightly to address student feedback and to add a class on pruning and maintenance. The training will include two hands-on days for landscape installation, including sheet mulching, irrigation installation and plant installation in at least one of the demonstration gardens.</p>	February 2017
<p><b>4. Site Preparation</b>                      EcoLandscape’s contractor will retrofit the area’s irrigation system from traditional sprinklers to water-efficient drip, and will add valves and wiring to accommodate special irrigation requirements for each bed, and existing trees. The contractor will then sheet mulch the entire space, and amend soil as necessary.</p>	January-February 2017
<p><b>5. Classroom Training</b>                      EcoLandscape will conduct four weekly “River-Friendly Landscaping for the home gardener” two-hour training courses (to be held on Thursday evenings in the Howe Park District office building)</p>	March 2-28, 2017
<p><b>6. Two Hands-On Training Days</b>                      ELC will coordinate and manage two six-hour hands-on training days at the park for participants to help install irrigation, plants, and mulch.</p>	March 18 and April 1, 2017
<p><b>7. Landscape Installation Completion</b>                      EcoLandscape’s contractor will complete the installation of the beds, the irrigation system, and any additional mulching necessary.</p>	April, 2017
<p><b>8. Design And Order Signage For Site</b>                      ELC will have four educational signs designed, produced and installed; one for each garden. Signage drafts will be submitted for SSWD and Howe Park approval before production.</p>	Early March 2017
<p><b>9. Final Site Review</b>                      ELC will provide a guided tour of the site to appropriate SSWD and Park staff to make sure everything meets expectations and requirements.</p>	Early May, 2017
<p><b>10. Plan And Produce Ribbon-Cutting Celebration</b>                      With SSWD and Howe Park input and assistance, ELC will coordinate and host a ribbon-cutting ceremony at the transformed park site. Appropriate stakeholders, leaders, community members and press will be invited.</p>	April-May, 2017
<p><b>11. Site Maintenance Support</b>                      ELC plans for the site will include a suggested maintenance schedule for both irrigation system and plants. ELC will meet with and provide instruction for site maintenance staff.</p>	May 2017

Project Budget

<u>Expenses</u>	<u>Option 1</u>	<u>Option 2</u>
Project Management	13,450	\$16,950
Consultants – Instructors, curriculum design	2,800	2,800
Consultants - Landscape Design	4,400	6,500
Consultants - Graphic Design	650	850
Contractor – site prep, install, finishing (includes plants, mulching materials, irrigation supplies, site fencing, and irrigation design)	28,900	48,450
Contractor – videographer, photographer	\$3,800	4,500
Printing, Promotion	1,400	1,400
Catering/Food (lunch and drinks for on-site work days)	875	875
Signage (four signs, approx. 24 x 36 each)	4,800	6,000
<i>Total Expenses</i>	<b>\$ 61,075</b>	<b>\$ 88,325</b>
<u>Revenue</u>		
Attendee Registrations (\$35 x 35)	\$ 1,225	1,225
Event Sponsor - SSWD	\$ 59,850	87,100
<i>Total Revenue</i>	<b>\$ 61,075</b>	<b>\$ 88,325</b>

**Option one** includes four demonstration gardens with signage and an audio tour, with the rest of the area sheet-mulched.

**Option two** includes

1. Five demonstration gardens, (fifth garden at the Bell Avenue entrance)
2. Additional sign for fifth garden
3. Boulders for fifth garden
4. Larger fourth garden, with rain garden
5. Additional plants for each garden
6. Stone benches near first four gardens (4 @\$900, incl. cement pad for each)
7. Cover planted areas with decorative bark
8. Cover arborist mulch in unplanted areas with a layer of more decorative mulch

**AGREEMENT BETWEEN SACRAMENTO SUBURBAN WATER DISTRICT  
AND ECOLANDSCAPE CALIFORNIA FOR SERVICES RELATING TO  
INSTALLATION OF A RIVER-FRIENDLY GARDEN AT HOWE PARK INCLUDING A  
RIVER-FRIENDLY LANDSCAPING TRAINING COURSE**

THIS AGREEMENT is made this \_\_\_\_\_, 20\_\_\_, in Sacramento, California, between the Sacramento Suburban Water District (“District”), a California public agency, and EcoLandscape California an educational not for profit 501 (c)(3) corporation (“Contractor”). The parties agree as follows:

**1. Scope of Work.** Consultant shall perform the work described in Exhibit A attached hereto and incorporated herein, and described as follows: conduct a Green Gardener at Home Training Program in conjunction with the construction of a River-Friendly Demonstration Garden (Garden) at Howe Park (the “Work”). Consultant shall: (a) provide all labor, equipment, material and supplies required or necessary to properly, competently, and completely perform the Work under this Agreement; and (b) determine the method, details and means of doing the Work.

**2. Compensation.**

a. In exchange for the Work, District shall pay to Consultant a fee based on the fee arrangement described in Exhibit A, Option 1.

b. The total fee for the Work shall not exceed \$60,000. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant’s fee shall include all of Consultant’s costs and expenses related to the Work.

c. To ensure the Work can begin as soon as possible, upon execution of this Agreement, the Consultant shall submit an invoice for one half of the total cost of the Work listed in Section 2.b. At the conclusion of the Work, the Consultant shall submit to District an invoice for the final half of the Work performed. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

**3. Term and Termination.**

a. This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

b. This Agreement may be terminated at any time by District upon 10 days’ advance written notice to Consultant. In the event of such termination, Consultant shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this subsection shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant’s claimed benefit of the bargain.

4. **Professional Ability of Consultant.** Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Consultant's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

5. **Conflict of Interest.** Consultant (including its principals, associates and professional employees) represents and acknowledges that: (a) it does not now and shall not acquire any direct or indirect investment, interest in real property or source of income in the area covered by this Agreement or that would be affected in any manner or degree by the performance of Consultant's services under this Agreement; and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Consultant is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Consultant will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Consultant possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel. Consultant shall not engage in any conduct or other employment or business that would be incompatible with or unreasonably interfere with its obligations under this Agreement, that would create a conflict of interest, or that would reflect unfavorably upon the interests of District.

6. **Consultant Records.**

a. Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and charges for services, expenditures and disbursements for the Work for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

b. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor General for three years following final payment under the Agreement.

7. **Ownership of Documents.**

a. Every report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, GIS data file, computer software and any other document or thing prepared by Consultant under this Agreement and provided to District ("Work Product") shall be the sole and exclusive property of District, and District shall have the perpetual, world-wide right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without District's prior written approval, unless compelled to do so by legal process.

b. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, District reserves a royalty-free, nonexclusive,

world-wide, and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification.

c. For Work Product provided to District in paper format, upon request by District, Consultant agrees to provide the Work Product to District in an appropriate and usable electronic format (e.g., Word file, Excel spreadsheet, Adobe pdf, AutoCAD file).

**8. Compliance with Laws; Safety of Work.**

a. Consultant shall perform the Work in compliance with all applicable federal, California, and local laws and regulations, including applicable anti-discrimination and anti-harassment laws, and to give all notices required by any such law or regulation. Consultant also shall possess, maintain and comply with all federal, state and local permits, licenses, certificates, and approvals that may be required for it to perform the Work. In accordance with California Code of Regulations Title 13, section 2022.1(g), Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work.

b. To the extent applicable to the Work, Consultant shall be solely responsible for all safety of the Work and workers under its direction and control during the performance of the Work. The requirements of this subsection 8.b shall apply continuously and not be limited to normal working hours. Consultant shall comply with all federal, state and local safety laws, regulations, ordinances, and codes applicable to the Work. All labor, materials and supplies employed by Consultant on the Work shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes. Consultant shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Nothing in this subsection 8.b is intended to limit Consultant's obligations and liability for complying with any applicable federal or state safety laws, regulations, ordinances, and codes not specifically enumerated or mentioned herein.

**9. Confidentiality of Documents and Information.** Consultant shall keep in strict confidence all Work Product and other documents and information provided to, shared with or created by Consultant in connection with the performance of the Work under this Agreement or during its time as a District consultant (collectively "Information"). Consultant shall not use any Information for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Consultant shall not disclose any Information to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District.

**10. Professional Liability Insurance.** Consultant shall maintain professional liability insurance as shall protect against claims based on alleged errors or negligent acts or omissions which may arise from the Work or from Consultant's operations or performance under this Agreement, whether any such claim is made during or subsequent to the term of this Agreement, and whether such operations or performance be by Consultant or its employees, subcontractors, agents or anyone else employed by any of the foregoing. Coverage is to be endorsed to include contractual liability. The amount of this insurance shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate. Said policy shall be continued in full force and effect during the term of this Agreement and for a period of five

years following the completion of the Work. In the event of termination of said policy, new coverage shall be obtained for the required period to insure for the prior acts of Consultant during the course of performing services under the terms of this Agreement. Consultant shall provide to District a certificate of insurance on a form acceptable to the District indicating the deductible or self-retention amounts and the expiration date of said policy, and shall provide renewal certificates within 10 days after expiration of each policy term. Any deductible or self-insured retention must not exceed \$50,000, unless authorized in writing by District prior to Consultant beginning the Work. The insurance is to be placed with insurers licensed to do business by and in good standing with the California Department of Insurance, with a current A.M. Best's rating of A:VII or better unless otherwise approved in advance by District.

**11. General Insurance.**

a. Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Type	Limits	Scope
Commercial General Liability	\$2,000,000 per occurrence and \$2,000,000 annual aggregate, or the full per occurrence limits of the policies available, whichever is greater, for general liability, blanket contractual liability, bodily injury, personal injury and property damage.	At least as broad as ISO Occurrence Form CG 0001.
Automobile Liability <i>(Only required if driving in "District Operations.")</i>	\$1,000,000 per accident for bodily injury, including death, and property damage.	At least as broad as ISO Business Auto Coverage Form CA 0001 (Code 1, any auto). Personal vehicle insurance cards will be provided from ELC representatives.
Workers' Compensation	California statutory limits.	
Employer's Liability	\$1,000,000 per accident for bodily injury or disease.	Waived

b. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the Work/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to District), or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

c. The general liability and automobile liability policies will be endorsed to name District, and its directors, officers, employees, authorized volunteers, and agents, as additional insureds regarding liability arising out of this Agreement using an ISO endorsement form at least as broad as



CG 2010 1185 or both CG 20 37 and CG 20 38 04 13 forms (if later revisions used) as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The policies shall contain no special limitations on the scope of protection afforded to District, and its directors, officers, employees, authorized volunteers, and agents.

d. Each insurance policy will be endorsed to state that coverage will not be canceled, except after 30 days' prior written notice to the District (10 days for non-payment of premium).

e. The workers' compensation policy will be endorsed to include a waiver of subrogation against the District and its directors, officers, employees, authorized volunteers, and agents.

f. If Consultant's firm owns no motor vehicles, Consultant agrees to obtain Business Automobile liability insurance in compliance with this Agreement should any motor vehicle be acquired during the term of this Agreement. Such Business Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (3-06 ed.) Code 1, any auto. Non-Owned and Hired Automobile liability insurance is waived if Consultant's firm does not own any motor vehicles and such coverage is provided by a hired and non-owned auto endorsement to the Commercial General Liability policy described in Section 11(a), above.

g. Consultant's coverage will be endorsed to be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and District's insurance or self-insurance, if any, will be excess and will not contribute with Consultant's insurance (at least as broad as ISO endorsement CG 20 01).

h. Insurance is to be written on policy forms acceptable to District and be placed with insurers with a current A.M. Best's rating of A:VII or better and that are admitted to do business and in good standing in California, unless otherwise acceptable upon notice to and approval by District. In the case of Workers' Compensation and Employer's Liability Insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

i. No later than its execution of this Agreement and then annually thereafter, Consultant will provide to District the following proofs of insurance: (a) certificate(s) of insurance evidencing all required coverages under this Section 11 on Acord Form 25 or insurer's equivalent; and (b) additional insured endorsement(s), signed by an insurer representative evidencing the required coverages and endorsements required hereunder. Consultant may not commence the Work until District has approved all insurance coverages and documentation, unless otherwise agreed by District in writing. District reserves the right to review and reject any certificates or endorsements that are not in compliance with this Section 11 and to require Consultant to obtain the appropriate coverages and amendatory endorsements prior to starting the Work.

j. The requirements as to the types, limits, and District's approval of insurance coverage to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this Agreement. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Consultant shall notify District prior to making such changes.

k. Consultant shall ensure that all required insurance coverages are maintained throughout the

term of this Agreement. If any of the required coverages expire during the term of this Agreement, Consultant shall deliver renewal certificates and any required endorsements to District at least 10 days before the expiration date.

l. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

m. Insurance deductibles or self-insured retentions must be declared by Consultant, and such deductibles and retentions shall be approved by District before Consultant commences the Work. At the election of District, Consultant shall either: (1) reduce or eliminate such deductibles or self-insured retentions; or (2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

n. Consultant shall, upon demand of District, deliver to District such policy or policies of insurance required under this Section 11 and the receipts for payment of premiums thereon.

## **12. Indemnification.**

a. To the fullest extent permitted by law, Consultant shall immediately indemnify, defend (with counsel approved by District), protect, and hold harmless District, and its directors, officers, employees, authorized volunteers, and agents from and against any and all actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, and costs (including, without limitation, attorney's, expert witness and consultant fees and expenses, fines, penalties, and litigation costs and expenses) of every nature ("claims" or "claim"), arising out of, pertaining to or in any way connected with the negligence, recklessness or willful misconduct of Consultant's, or its employees', agents' or subcontractors', negligence, recklessness or willful misconduct arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, however caused, regardless of any negligence of District, or its directors, officers, employees, authorized volunteers, or agents (including passive negligence), except if caused by the sole negligence or willful misconduct or active negligence of District, or its directors, officers, employees, authorized volunteers, or agents, or as otherwise provided or limited by law.

b. Consultant's obligations under this indemnification provision shall survive the completion of Work under, or the termination of, this Agreement. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this provision. The obligations of this provision shall apply whether or not such insurance policies shall have been determined to be applicable to any claims.

c. By executing this Agreement, Consultant specifically acknowledges that: (1) the duty to defend provided in this indemnification provision is a separate and distinct obligation from Consultant's duty to indemnify District; (2) Consultant shall defend District and other indemnified parties in any legal, equitable, administrative, or special proceedings asserting a claim covered by this indemnity, including any claims under the Americans with Disabilities Act or other federal or state disability access or discrimination laws; (3) Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District, or its directors, officers, employees, authorized volunteers, or agents, in any and all suits, actions, or other legal or administrative proceedings asserting a claim covered by this indemnity and otherwise not barred by subsection (a) of this Section 12; and (4) Consultant shall reimburse District, or its directors, officers, employees, authorized volunteers, or agents, for any and all legal expenses and costs incurred by each of them in

connection therewith or in enforcing the indemnity herein provided.

**13. Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Consultant without District's prior written approval. Consultant shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in Sections 10 and 11 of this Agreement. Any approved subcontractor shall be covered by Consultant's insurance in accordance with the insurance requirements of Sections 10 and 11 of this Agreement or such subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in Section 11 of this Agreement.

**14. Independent Contractor.** It is expressly understood and agreed by the parties that Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees, subcontractors, and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Consultant shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify District, and its directors, officers, employees, authorized volunteers, and agents, from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the United States Internal Revenue Service, California Franchise Tax Board or other federal or state agency concerning Consultant's independent contractor status.

**15. Entire Agreement.** This Agreement and the attached exhibits represent the sole, final, complete, exclusive, and integrated expression and statement of the terms of the agreement between District and Consultant concerning the Work. There are no written or oral agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

**16. Successors and Assignment.** This Agreement shall be binding on, and inure to the benefit of, the heirs, successors, and assigns of the parties. However, Consultant agrees that it will not subcontract, assign, transfer, convey, or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of District, which shall be given or refused in the District's sole discretion.

**17. Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

**18. No Waiver of Rights.** Any waiver at any time by either District or Consultant of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

**19. Interpretation.** District and Consultant each had the opportunity to consult independent counsel in the negotiation and execution of this Agreement. For the purposes of interpretation of this Agreement, neither party will be deemed to have been its drafter.

**20. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The state superior or federal district court where District's office is located shall be venue for any litigation concerning the enforcement or construction of this Agreement.

**21. Notices.** Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to be properly given if delivered, mailed or sent by facsimile or e-mail in the manner provided in this Section 21, to the following persons:

District:

Sacramento Suburban Water District  
Attn: Greg Bundesen  
3701 Marconi Avenue, Suite 100  
Sacramento, CA 95821-5346  
Fax: (916) 332.6215  
E-mail: gbundesen@sswd.org

Consultant:

EcoLandscape California  
Attn: Marian Bender  
P.O. Box 162578  
Sacramento, CA 95816  
E-mail: EDir@ecolandscape.org

If sent by mail, any notice, delivery or other communication will be effective or deemed to have been given three days after it has been deposited in the United States mail, with postage prepaid, and addressed as set forth above. If sent by facsimile or e-mail, any notice, delivery or other communication will be deemed to have been given only after it has been confirmed in writing as received. If delivered personally or by commercial overnight delivery service, any such notice, delivery or other communication will be deemed to have been given on the date of delivery. Either party may change that party's address or designated representative by giving written notice of the change to the other party in the manner provided in this Section 21.

**22: State Contractor's License.** Consultant's approved subcontractor performing any public work under this Agreement must possess the following classification or type of contractor's license issued by the California Contractors State License Board: Class C-27 – Landscaping Contractor.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first above written.

SACRAMENTO SUBURBAN  
WATER DISTRICT:

ECOLANDSCAPE CALIFORNIA:

By: \_\_\_\_\_  
Robert S. Roscoe, P.E.  
General Manager

By: \_\_\_\_\_  
Marian Bender  
Executive Director



A Non-Profit Corporation Providing Education and Advocacy  
for Ecologically-Responsible Landscapes

## Creating Low-Water Use, River-Friendly Landscape Demonstration Gardens in Howe Park

A proposal to Sacramento Suburban Water District (SSWD)

### ***Project Plan and Cost Estimate***

January 18, 2016

#### Project Summary

EcoLandscape California proposes to transform the strip of turn and trees along the north parking lot at Howe Park into four demonstration gardens showcasing low-water use, river-friendly landscape designs that can serve as a demonstration site for the District, an attraction for park users, model landscapes for area residents, and an education opportunity for landscape professionals.

EcoLandscape California (ELC) is a Sacramento-based non-profit organization dedicated to educating and advocating for ecologically-responsible landscapes. With the expert guidance of working landscape and irrigation specialists, the organization will combine classroom training in River-Friendly Landscape Design and Drip Irrigation Design with the physical transformation of the site, providing excellent hands-on training in landscape retrofitting for up to 40 project participants.

The classroom instruction will feature portions of ELC's highly regarded "Green Gardener At Home" curriculum, and will also feature irrigation expert Lori Palmquist's training in drip irrigation. Two additional six-hour hands-on trainings at the park site will allow participants to put their new knowledge to work and see the results first-hand.

ELC will hire an experienced landscape designer, trained in river-friendly landscape design and plant selection, to develop four themed demonstration gardens within the strip of land in Howe Park. The gardens will use water-efficient irrigation which will be retrofitted from the Park's existing sprinkler irrigation in the area.

Including the hands-on labor of the class participants will offer a cost-efficient, benefit-rich solution to transforming this property.

The result will be an attractive, low-maintenance, MWELO-compliant, low-water use landscape that will include a blend of climate-appropriate, drought-tolerant, and California Native plants, with signage at each garden to provide further education about the benefits and practices of River-Friendly Landscaping.

#### ***River-Friendly Landscaping***

*is an integrated, watershed-based approach to landscape design, construction, maintenance, and management that goes beyond water-use efficiency to address the related benefits of reducing urban run-off, pollutants, greenhouse gas, and waste.*

*River-Friendly Landscaping results in water, energy, cost and labor savings as well as healthier, more sustainable communities.*

Project Plan

TASK	TIMELINE
<p><b>1. Initial Planning Meeting with SSWD staff and Howe Park staff</b>                      EcoLandscape project leaders, SSWD staff, and Howe Park staff will meet to identify unique requirements of the property and to set target dates for the river-friendly classes (4), site preparation, landscape installation, Irrigation installation, and landscape “ribbon cutting” celebration.</p>	January 2017
<p><b>2. Landscape Design</b>                      EcoLandscape will hire a Green Gardener trained landscape designer to design four unique, themed demonstration gardens for the site. Designer and EcoLandscape will present plans to SSWD and Howe Park staff for approval before implementing.</p>	January- February 2017
<p><b>3. Classroom Curriculum Customization</b>                      EcoLandscape will conduct the same homeowner training presented during the Well Site project, but will revise curriculum slightly to address student feedback and to add a class on pruning and maintenance. The training will include two hands-on days for landscape installation, including sheet mulching, irrigation installation and plant installation in at least one of the demonstration gardens.</p>	February 2017
<p><b>4. Site Preparation</b>                      EcoLandscape’s contractor will retrofit the area’s irrigation system from traditional sprinklers to water-efficient drip, and will add valves and wiring to accommodate special irrigation requirements for each bed, and existing trees. The contractor will then sheet mulch the entire space, and amend soil as necessary.</p>	January-February 2017
<p><b>5. Classroom Training</b>                      EcoLandscape will conduct four weekly “River-Friendly Landscaping for the home gardener” two-hour training courses (to be held on Thursday evenings in the Howe Park District office building)</p>	March 2-28, 2017
<p><b>6. Two Hands-On Training Days</b>                      ELC will coordinate and manage two six-hour hands-on training days at the park for participants to help install irrigation, plants, and mulch.</p>	March 18 and April 1, 2017
<p><b>7. Landscape Installation Completion</b>                      EcoLandscape’s contractor will complete the installation of the beds, the irrigation system, and any additional mulching necessary.</p>	April, 2017
<p><b>8. Design And Order Signage For Site</b>                      ELC will have four educational signs designed, produced and installed; one for each garden. Signage drafts will be submitted for SSWD and Howe Park approval before production.</p>	Early March 2017
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8. Cover arborist mulch in unplanted areas with a layer of more decorative mulch





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Sacramento Suburban Water District gbundesen@sswd.org 3701 Marconi Avenue, #100 Sacramento, CA 95821-5346	4317 D Street Sacramento, CA 95819

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Name Of Person Or Organization:</b> Sacramento Suburban Water District gbundesen@sswd.org 3701 Marconi Avenue.,#100 - Sacramento, CA 95821-5346</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION,  
PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

CONTRACTORS LIMITED CLAIMS MADE GENERAL LIABILITY COVERAGE FORM  
CONTRACTORS LIMITED CLAIMS MADE AND REPORTED GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

Name of Additional Insured Person(s) or Organization	Location(s) of Covered Operations
Sacramento Suburban Water District gbundesen@sswd.org 3701 Marconi Avenue, #100 Sacramento, CA 95821-5346	4317 D Street Sacramento, CA 95819

- A.** Section II – Who is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
This insurance does not apply to “bodily injury” or “property damage” occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C.** The insurance provided for the benefit of the above scheduled additional insured(s) shall be primary and non-contributory, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in the Schedule above.
- D.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance and Deductible:  
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.