



**DUBLIN SAN RAMON SERVICES DISTRICT
Board of Directors**

NOTICE OF REGULAR MEETING

TIME: 6 p.m.

DATE: Tuesday, October 4, 2016

PLACE: **Quorum will be present at:**
Dublin San Ramon Services District Boardroom
7051 Dublin Boulevard
Dublin, CA 94568

PLACE: **Alternate Teleconference Location:**
65 Vista Knolls Court
Copperopolis, CA 95228

AGENDA

Our mission is to provide reliable and sustainable water and wastewater services to the communities we serve in a safe, efficient and environmentally responsible manner.

BUSINESS:

REFERENCE

<u>Recommended Action</u>	<u>Anticipated Time</u>
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1. CALL TO ORDER
2. PLEDGE TO THE FLAG
3. ROLL CALL – Members: Duarte, Halket, Howard, Misheloff, Vonheeder-Leopold
4. SPECIAL ANNOUNCEMENTS/ACTIVITIES
 - A. DSRSD/Pleasanton Liaison Committee Meeting Thursday, October 13, 2016
5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC)
At this time those in the audience are encouraged to address the Board on any item of interest that is within the subject matter jurisdiction of the Board and not already included on tonight’s agenda. Comments should not exceed five minutes. Speakers’ cards are available from the District Secretary and should be completed and returned to the Secretary prior to addressing the Board. The President of the Board will recognize each speaker, at which time the speaker should proceed to the lectern, introduce him/herself, and then proceed with his/her comment.
6. REPORTS
 - A. Reports by General Manager and Staff
 - Event Calendar
 - Correspondence to and from the Board

BUSINESS:

REFERENCE

		<u>Recommended Action</u>	<u>Anticipated Time</u>
B.	Agenda Management (consider order of items)		
C.	<u>Joint Powers Authority and Committee Reports</u> Tri-Valley Water Liaison	September 22, 2016	
7.	<u>APPROVAL OF MINUTES</u> - Regular Meeting of <i>September 20, 2016</i>	Executive Services Supervisor	Approve by Motion
8.	<u>CONSENT CALENDAR</u>		
A.	Notice of Rejection of Claim – Mr. Martin Murphy, Dublin Ventures Limited Partnership	Assistant General Manager	Reject by Motion
9.	<u>BOARD BUSINESS</u>		
A.	Approve Agreement with Nielsen Family and N-Dublin Family Partnership for Utility Easements to Reservoir 3A	Engineering Services Manager	Approve by Resolution 10 min
B.	Approve Task Order No. 7 for Tri-Valley Potable Reuse Feasibility Study – Water Supply Reliability (CIP 16-W009)	Engineering Services Manager	Approve by Resolution 10 min
C.	Approve the Joint Community Facilities Agreement among the Dublin San Ramon Services District, Dublin Crossing LLC and the City of Dublin	Assistant General Manager	Approve by Resolution 15 min
D.	Receive Report from the Assistant General Manager on the Proposed Changes to Zone 7 Water Rate and Provide Direction	Assistant General Manager	Receive Report & Provide Direction 10 min
10.	<u>BOARDMEMBER ITEMS</u>		
	• Submittal of Written Reports from Travel and Training Attended by Directors		

BUSINESS:

REFERENCE

<u>Recommended Action</u>	<u>Anticipated Time</u>
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11. CLOSED SESSION

- | | | |
|----|--|--------|
| A. | Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One case. Receipt of claim from Martin Murphy pursuant to the Government Claims Act (Government Code §§810-996.6). | 5 min |
| B. | Conference with District’s Real Property Negotiators – Pursuant to Government Code Section 54956.8.
Property: 11099 Brittany Lane, Dublin, Assessor’s Parcel Number 941-0100-007-54
Agency Negotiator: Dan McIntyre, General Manager
Judy Zavadil, Engineering Services Manager
Rhodora Biagtan, Principal Engineer – Supervisory
Carl P.A. Nelson, General Counsel
Negotiating Parties: N-Dublin Family Partnership
Under Negotiation: Price, Terms and Conditions | 5 min |
| C. | Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One potential case. | 5 min |
| D. | Conference with Legal Counsel – Anticipated Litigation. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: One potential case. | 5 min |
| E. | Public Employee Performance Evaluation Pursuant to Government Code Section 54957
Title: General Manager | 10 min |

12. REPORT FROM CLOSED SESSION

13. ADJOURNMENT

All materials made available or distributed in open session at Board or Board Committee meetings are public information and are available for inspection at the front desk of the District Office at 7051 Dublin Blvd., Dublin, during business hours, or by calling the District Secretary at (925) 828-0515. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

**DUBLIN SAN RAMON SERVICES DISTRICT
MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS**

September 20, 2016

1. CALL TO ORDER

A regular meeting of the Board of Directors was called to order at 6 p.m. by President D.L. (Pat) Howard.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

President D.L. (Pat) Howard, Vice President Richard M. Halket, Director Edward R. Duarte, Director Madelyne (Maddi) A. Misheloff, and Director Georgean M. Vonheeder-Leopold.

District staff present: Dan McIntyre, General Manager; John Archer, Administrative Services Manager/Treasurer; Judy Zavadil, Engineering Services Manager; Dan Lopez, Interim Operations Manager; Carl P.A. Nelson, General Counsel; and Nicole Genzale, Executive Services Supervisor/District Secretary.

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

A. Tri-Valley Water Liaison Committee Meeting Thursday, September 22, 2016

General Manager McIntyre introduced Carol Atwood who has been selected as the District's new Administrative Services Manager.

5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:02 p.m.

There was no public comment received.

6. REPORTS

A. Reports by General Manager and Staff

- Event Calendar – General Manager McIntyre reported on the following:
 - o The California Special Districts Association annual conference will be held October 10-13, 2016 in San Diego. Directors Duarte and Vonheeder-Leopold will be attending.
 - o The DSRSD/Pleasanton Liaison meeting will be held on October 13 at DSRSD at 4 p.m.
 - o The Tri-Valley Mayors Summit will be held October 26 at Wente Vineyards in Livermore. Please contact Sherrie Weis if you are interested in attending.
- Correspondence to and from the Board on an Item not on the Agenda - None

B. Agenda Management (consider order of items) – General Manager stated that Items 10.C and 10.D could be taken from the Consent Calendar if the Board wished to discuss these He also suggested Item 13.A could follow Item 7.C.

- C. Joint Powers Authority and Committee Reports - None

7. CLOSED SESSION

At 6:04 p.m. the Board went into Closed Session.

- A. Conference with District's Real Property Negotiators – Pursuant to Government Code Section 54956.8.
Property: 11099 Brittany Lane, Dublin, Assessor's Parcel Number 941-0100-007-54
Agency Negotiator: Dan McIntyre, General Manager
Judy Zavadil, Engineering Services Manager
Rhodora Biagtan, Principal Engineer – Supervisory
Carl P. A. Nelson, General Counsel
Negotiating Parties: N-Dublin Family Partnership
Under Negotiation: Price, Terms and Conditions
- B. Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One potential case.
- C. Conference with Legal Counsel – Anticipated Litigation. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: One potential case.

8. REPORT FROM CLOSED SESSION

At 6:23 p.m. the Board came out of Closed Session. President Howard announced that there was no reportable action.

General Manager McIntyre recommended to the Board that Item 11.A be deferred to the October 4 Board meeting. He reported that an agreement between the involved parties is very close to being achieved. The Board agreed to consider the item at the later date, stressing that a resolution shall be passed, whether for an agreement or necessity resolution, at the next Board meeting.

9. APPROVAL OF MINUTES – Regular Meeting of September 6, 2016

Director Misheloff MOVED for the approval of the September 6, 2016 minutes. Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES.

10. CONSENT CALENDAR

The Board took Consent Calendar Items 10.B, 10.E and 10.F ahead of Items 10.A, 10.C and 10.D and passed these items first.

Director Vonheeder-Leopold MOVED for approval of items 10.B, 10.E and 10.F on the Consent Calendar. Director Misheloff SECONDED the MOTION, which CARRIED with FIVE AYES.

- B. Approve Revised Human Resources and Risk Supervisor Job Description and Salary – Approved – Resolution No. 55-16
- E. Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and Rescind Resolution No. 44-16 – Approved – Resolution No. 56-16
- F. Accept the Following Regular and Recurring Reports: Water Supply and Conservation, Warrant List, Upcoming Board Business, and Unexpected Asset Replacements – Approved.
- A. REMOVED - Award Construction Agreement to Grade Tec, Inc., for WWTP Pavement Road Improvement Project (CIP 14-P026)

Director Duarte inquired about the substantially low bids received on this project. Engineering Services Manager Zavadil confirmed that the bids received were vetted as necessary in order to present the recommended award of agreement this evening.

Director Duarte MOVED for approval of Resolution No. 57-16 to Award Construction Agreement to Grade Tec, Inc., for WWTP Pavement Road Improvement Project (CIP 14-P026). Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES.

- C. REMOVED - Appoint Carol A. Atwood as Administrative Services Manager and Adopt Personal Services Agreement

The Board congratulated Ms. Atwood on her appointment to Administrative Services Manager, and welcomed her to the District.

Vice President Halket MOVED for approval of Resolution No. 58-16 to Appoint Carol A. Atwood as Administrative Services Manager and Adopt Personal Services Agreement. Director Misheloff SECONDED the MOTION, which CARRIED with FIVE AYES.

- D. REMOVED - Appoint John J. Archer as Assistant General Manager and Adopt Personal Services Agreement

The Board thanked Mr. Archer for his valuable service as Administrative Services Manager and Interim General Manager. The Board congratulated Mr. Archer on his appointment to Assistant General Manager.

Vice President Halket MOVED for approval of Resolution No. 59-16 to Appoint John J. Archer as Assistant General Manager and Adopt Personal Services Agreement. Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES.

11. BOARD BUSINESS

- A. Adopt Resolution of Necessity for Utility Easement to Reservoir 3A

This item was deferred to the October 4, 2016 Board meeting.

B. Hold Public Hearing: Report on Public Health Goals

President Howard declared the Public Hearing open.

General Manager McIntyre introduced Operations Manager Lopez who reviewed the item for the Board.

Hearing no comments from the public, Director Vonheeder-Leopold MOVED to close the Public Hearing. Vice President Halket SECONDED the MOTION, which CARRIED with FIVE AYES.

Director Misheloff MOVED to accept the 2016 Report on Water Quality Relative to Public Health Goals. Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES.

C. Receive Report on the Potential Refinancing of the 2011 Water Revenue Refunding Bonds and Provide Direction

General Manager McIntyre introduced Assistant General Manager Archer who reviewed the item for the Board. Mr. Archer introduced Financial Advisor Mr. Robert Porr from Fieldman Rolapp & Associates who gave a presentation to the Board.

Speaker: Mr. Robert Porr, Financial Advisor for Fieldman Rolapp & Associates – Mr. Porr gave a presentation to the Board examining a potential 2011 bond refunding that reviewed three key areas: refunding analysis, mechanics of an advance refunding, and the public debt process.

The Board and staff discussed various aspects of the presentation including potential savings, risks and outcomes, timing of executing or rescinding this effort, positive standing of impacted funds due to influx of connections fees, and the potential costs to pursue this effort. The Board complimented Mr. Porr on his presentation and agreed to continue pursuit refinance efforts as recommended.

D. Receive Presentation and Approve Budget Amendment for the Regional Biosolids Facility Project (CIP 07-3201)

General Manager McIntyre introduced Sr. Civil Engineer - Supervisory Steve Delight who reviewed the item for the Board. Mr. Delight was one of the DSRSD representatives who traveled to Valencia, Spain earlier this year to investigate Synagro's cutting edge biosolids management facility. He shared photographs and a short video of the facility.

The Board and staff discussed staff's findings from the site visit, including facility performance and viability, as well as the anticipated timeline for agreement negotiations and facility design and construction, potential funding partnerships with Bay Area to Biosolids to Energy (BAB2E) coalition partners, and DSRSD's pursuit of this cutting edge technology. The proposed project budget has grown from \$10M to \$30M

to cover additional costs including staff time, grant preparations, and other components for the facility's operation. If built, the facility would be located on the DSRSD Dedicated Land Disposal site near the wastewater treatment plant. The Board agreed that the budget adjustment was acceptable at this stage of the investigation, but expressed its desire to find partners going forward to share the cost.

Mr. McIntyre confirmed that if the proposed budget adjustment is approved, necessary steps can be taken to determine if the project is still desirable and that partnerships can be formed, or, alternatively, that it is not the right time to pursue this particular technology.

Vice President Halket MOVED to adopt Resolution No. 60-16, amending the Capital Improvement Program Ten-Year Plan for Fiscal Years 2016 through 2025 and the Two-Year Budget for Fiscal Years 2016 and 2017. Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES.

12. BOARDMEMBER ITEMS

Director Vonheeder-Leopold submitted written reports to Executive Services Supervisor Genzale. She reported that she attended the CASA Executive Board leadership retreat in Newport Beach September 11-13, the Alameda County Special Districts Association meeting held at Washington Township Healthcare District in Fremont September 14, and the Association of California Water Agencies Region 5 meeting held at Byron Bethany Irrigation District September 18-19. She summarized the activities and discussions at the meetings.

13. CLOSED SESSION

At 7:35 p.m. the Board went into Closed Session. General Counsel Nelson left Closed Session Item 13.B at 8:06 p.m. for the commencement of Closed Session Item 13.C.

- A. NOT HELD - Conference with Labor Negotiators – Pursuant to Government Code Section 54957.6
Agency Negotiator: Dan McIntyre, General Manager
Unrepresented Employees: Assistant General Manager
Administrative Services Manager
Additional attendees: Carl P. A. Nelson, General Counsel
Michelle Gallardo, Human Resources Supervisor
- B. Public Employee Performance Evaluation Pursuant to Government Code Section 54957
Title: General Manager
- C. Public Employee Performance Evaluation Pursuant to Government Code Section 54957
Title: District General Counsel

14. REPORT FROM CLOSED SESSION

At 8:19 p.m. the Board came out of Closed Session. President Howard announced that there was no reportable action.

15. ADJOURNMENT

President Howard adjourned the meeting at 8:20 p.m.

Submitted by,

Nicole Genzale, CMC
Executive Services Supervisor



Reference Assistant General Manager	Type of Action Reject Claim	Board Meeting of October 4, 2016
Subject Notice of Rejection of Claim – Mr. Martin Murphy, Dublin Ventures Limited Partnership		
<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	J. Archer
		<input type="checkbox"/> Board Member

Recommendation:

Staff recommends the Board of Directors reject, by Motion, the property damage claim filed August 29, 2016 against Dublin San Ramon Services District by Mr. Martin Murphy, Dublin Ventures Limited Partnership, Fremont, CA.

Summary:

On August 29, 2016, the Human Resources and Risk Supervisor received a claim to recover costs in the amount of \$1,676.58 for repair and clean-up costs of property owned and operated by Mr. Martin Murphy.

Mr. Murphy is requesting reimbursement for damages related to an incident that occurred on Tuesday, June 21, 2016 at a property owned by Murco Management, Inc., located at 6715 Dublin Blvd. Dublin, CA 94568, where Mr. Murphy claims that the building toilet was backing up because DSRSD’s Dublin Boulevard sewer lift station (DLS), which is immediately downstream of the Murco property, was not working properly, causing damage which required repairs and clean-up work. Mr. Murphy claims the cost of the repairs and clean-up work was \$1,676.58 (see Attachment 2).

District Field Operations staff responded to the call and observed the property. Staff confirmed that the DLS was in fact operating normally and no alarms were received during the time of the incident. DLS’s wet-well is approximately 19 feet deep (i.e. below street elevation) with High Level alarms set to approx. 14’ below street elevation. DLS’s immediate upstream manhole (V20A2-8) is approximately 15 feet deep and Murco’s sewer lateral enters into the 10-inch sewer main further upstream of V20A2-8. Since Murco’s building floor elevation is higher than the street elevation, and because the sewage elevation inside DSRSD facilities was well below the street elevation (i.e. as much as 14 feet below street elevation), then the sewer back-up could not have been caused by DSRSD facilities, but rather by a blockage in the customer-owned lower sewer lateral (i.e. from the exterior sewer cleanout located in the lawn area behind sidewalk to the 10-inch sewer main in the street) (see Attachment 3).

Staff recommends the Board reject the claim as the system was working properly. Upon rejection, a denial notice will be forwarded to the claimant in compliance with the California Tort Claims Act.


The claimant has been notified that this matter will be considered by the Board at this regularly scheduled meeting.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR M. Gallardo	DEPARTMENT Executive	REVIEWED BY J. Archer
ATTACHMENTS <input type="checkbox"/> None						
<input type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0.	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. Claim filed by Martin Murphy 2. Invoice for Repairs/Clean-up 3. Sewer System Diagram 4. Letter – Invite to DSRSD Board Meeting (dated 9/20/16)			


**Dublin San Ramon
Services District**
Water, wastewater, recycled water

 7051 Dublin Boulevard
 Dublin, CA 94568-3018

 ph: (925) 828-0515
 fax: (925) 829-1180
 www.dsrds.com

<p>A. THE NAME AND POST OFFICE ADDRESS OF THE CLAIMANT:</p> <p><i>Martin Murphy General Partner Dublin Ventures Limited Partnership 39111 Paseo Palms Pkwy # 310 Fremont, CA 94538 DAYTIME TELEPHONE: (510) 791-2345 EVENING TELEPHONE: (510) 791-2345</i></p>	<p>B: THE POST OFFICE ADDRESS TO WHICH THE PERSON PRESENTING THE CLAIM DESIRES NOTICES TO BE SENT:</p> <p><i>same</i></p> <p>TELEPHONE: (510) 791-2345</p>
<p>C. THE DATE, PLACE, AND OTHER CIRCUMSTANCES OF THE OCCURRENCE OR TRANSACTION WHICH GAVE RISE TO THE CLAIM ASSERTED:</p> <p>DATE OF OCCURRENCE: <i>6/21/16</i> TIME OF OCCURRENCE: <i>Approximately 4:00 p.m.</i></p> <p>PLACE OF OCCURRENCE: <i>6715 Dublin Blvd., Suite K</i></p> <p>CIRCUMSTANCES: <i>Dublin, CA 94568</i></p> <p><i>Sewer backup causing need for repairs + cleanup of subject property. It appears that the sewer pump system was not working properly.</i></p>	
<p>D. A GENERAL DESCRIPTION OF THE INDEBTEDNESS, OBLIGATION, INJURY, DAMAGE OR LOSS INCURRED SO FAR AS IT MAY BE KNOWN AT THE TIME OF PRESENTATION OF THE CLAIM:</p> <p><i>Refer to the attached invoices and photos of damage.</i></p>	
<p>E. THE NAME OR NAMES OF THE PUBLIC EMPLOYEE OR EMPLOYEES CAUSING THE INJURY, DAMAGE, OR LOSS, IF KNOWN.</p> <p><i>Unknown to claimant.</i></p>	
<p>F. AMOUNT OF CLAIM: <i>\$1,676.58</i> (if less than \$10,000.00)</p> <p>JURISDICTION OF CLAIM: <input checked="" type="checkbox"/> MUNICIPAL COURT (CLAIMS TO \$25,000) <input type="checkbox"/> SUPERIOR COURT (CLAIMS OVER \$25,000)</p> <p>BASIS OF COMPUTATION: <i>See Attached invoices for repair and clean up costs.</i></p>	
<p style="text-align: center;">DECLARATION</p> <p style="text-align: center;">I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOLLOWING INFORMATION IS TRUE AND CORRECT</p> <p>SIGNATURE OF CLAIMANT OR REPRESENTATIVE: </p> <p>DATE: <i>8/29/16</i></p>	

INVOICE

**FRANK BONETTI
PLUMBING INC**
INDUSTRIAL • COMMERCIAL
CONSTRUCTION • SERVICE • MAINTENANCE

PO 180

Invoice No.: 47908

Date: 7/20/2016

Terms: C.O.D.

Customer PO:

Bill To:
Murco Management, Inc.
39111 Paseo Padre Pkwy, Suite 310
Fremont, CA 94538

Service Location:
Murco
6715 Dublin Blvd
Dublin, CA 94568

CALL: Suite # K. Toilet overflowed. Possible sewer backup.

DATE OF SERVICES: 06/21/16.

SERVICES: Discovered whole building was backing up. Upon arrival found cleanout in front at sidewalk was overflowing resulting in sewage spilling onto sidewalk and entering gutters. Cabled line via riser inside vacant end unit suite. Line cleared at roughly 50 feet. Cabled to 75 feet. Pulled back nothing. Likely compaction / sludge stoppage. Tested by flushing toilets in multiple units. Further investigation showed manhole in street holding water. Called city, Upon arrival they informed me that the manhole holding water is part of a pump system that is according to them working properly. When tech inspected manhole water level was sufficiently high to be over inlet piping. (water was visibly bubbling up from below the surface of the water) When I asked sanitary district workers why the system is piped in such a fashion that building lateral holds water at all times they assured me that the pump system will be entirely reworked when street is widened. Contacted management company to inform that they need to have restoration company clean up sidewalk / gutters and suite they called about. Also found fill valve set improperly causing toilet to run adjusted and tested.

Recommendations: Hydro jetting main line from exterior cleanout to street.

Subtotal:	\$687.50
Payments:	\$0.00
TOTAL DUE:	\$687.50

20878 Rutledge Road
Castro Valley, CA 94546

www.BonettiPlumbing.com

East Bay 510-582-0934
Tri-Valley 925-846-4626
Fax 510-581-4455

6/23/16



Restoration Management Company

4142 Point Eden Way
Hayward Ca. 94545
(800) 400-5058 Fax (510) 324-8016
License #765595/DOSH 874
Tax ID#: 94-3267563

Client: Murco Management, Inc.
Property: 6715 Dublin Boulevard, (Suite K)
Dublin, CA 94568

Operator: BTISCHLE

Estimator: Brian Tischler
Position: Project Manager
Company: Restoration Management Company
Business: 4142 Point Eden Way
Hayward, CA 94545

Cellular: (510) 363-0791
E-mail: btischler@rmc.com

Type of Estimate: Sewage
Date Entered: 6/23/2016 Date Assigned: 6/21/2016
Date Est. Completed: 6/23/2016 Date Job Completed: 6/22/2016

Price List: RMC2016TM
Labor Efficiency: Restoration/Service/Remodel
Estimate: MUR671HAYW67357

Tax ID#: 94-3267563

Sewage Clean Up Service

Performed an inspection on June 21, 2016 to determine the extent of damage.

A sewage back up at the above referenced location affected Suite K as well as the sidewalk/street in front of the building.

The following is a breakdown of the labor, materials, and equipment that were utilized to perform the clean-up and drying service.

For further questions, please call our office for assistance. THANK YOU for allowing Restoration Management Company to assist you with all your restoration needs. We truly appreciate your business.

Regards,

*Brian Tischler
Project Manager
Restoration Management Company
510-363-0791
BTischler@rmc.com*



Restoration Management Company

4142 Point Eden Way
 Hayward Ca. 94545
 (800) 400-5058 Fax (510) 324-8016
 License #765595/DOSH 874
 Tax ID#: 94-3267563

MUR671HAYW67357

6/21/2016

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Emergency service call - during business hours	1.00 EA	0.00	161.17	0.00	161.17
Restoration Technician - after hours	6.50 HR	0.00	84.00	0.00	546.00
<i>Two technicians to perform initial services on June 21, 2016. After hours charges as technicians began travel to site at 5:30pm. Call initially came in at end of business hours.</i>					
<i>Sewage back up in Suite K, affecting bathroom and small area of showroom outside of bathroom. Sheet vinyl flooring in bathroom which was coved up the wall. Concrete floor in showroom. Technicians cleaned and disinfected floor in each area, and set up a dehumidifier to dry concrete. No elevated moisture found in any other materials (baseboard, walls, etc).</i>					
<i>The sidewalk and street in front of the building was also affected by the back up, and was cleaned up/disinfected as well.</i>					
<i>Labor includes travel.</i>					
Gloves, Nitrile	0.20 BX	0.00	22.48	0.00	4.50
Towel, Blue Shop	4.00 RL	0.00	2.34	0.00	9.36
Bags, Poly 6 Mil	0.04 RL	0.00	145.05	0.00	5.80
Anti-Microbial / Disinfectant / Sanitizer	0.50 GL	0.00	69.50	0.00	34.75
Dehumidifier - Large (1200 / Evo / R175)	1.00 DA	0.00	85.00	0.00	85.00
Service Van	0.50 DA	0.00	95.00	0.00	47.50
Totals: 6/21/2016				0.00	894.08

6/22/2016

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Project Manager - per hour	1.00 HR	0.00	95.00	0.00	95.00
<i>Perform follow up inspection. Affected areas in unit K dry, equipment removed, job complete. Labor includes travel.</i>					
Totals: 6/22/2016				0.00	95.00
Line Item Totals: MUR671HAYW67357				0.00	989.08



Restoration Management Company

4142 Point Eden Way
Hayward Ca. 94545
(800) 400-5058 Fax (510) 324-8016
License #765595/DOSH 874
Tax ID#: 94-3267563

Summary

Line Item Total	989.08
Replacement Cost Value	\$989.08
Net Claim	\$989.08

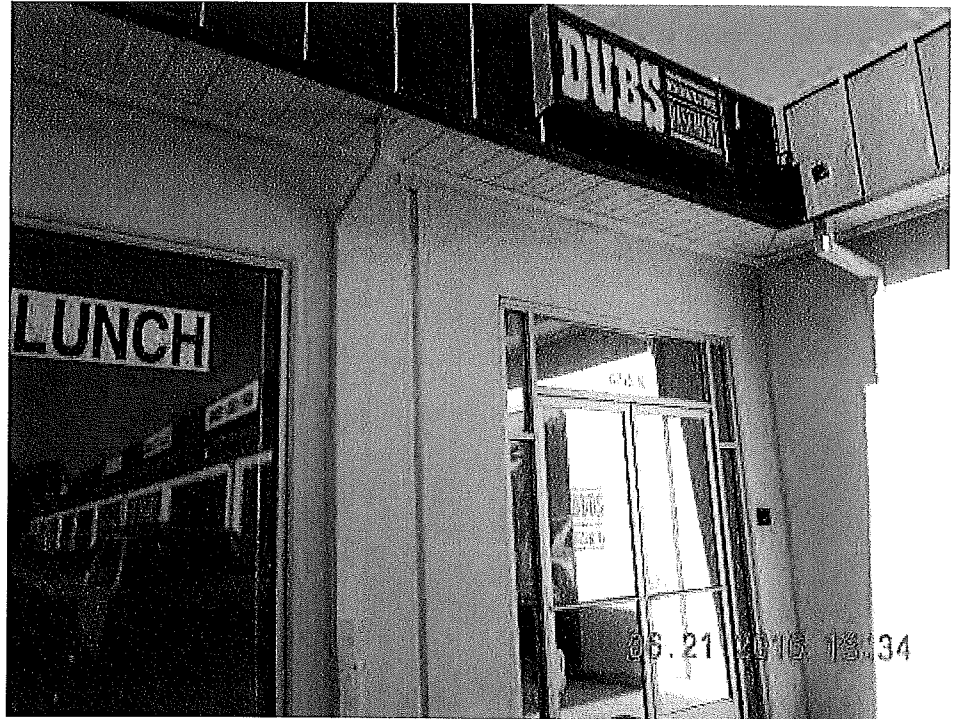
Brian Tischler
Project Manager



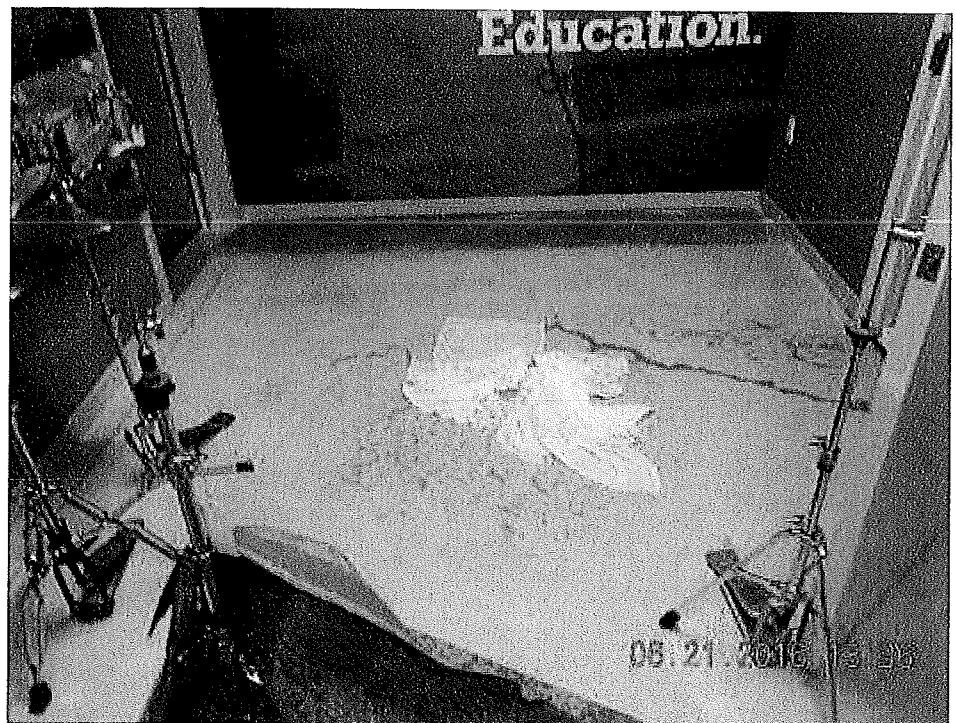
Restoration Management Company

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- 1 I-Front elevation Suite K
Date Taken: 6/21/2016



- 2 2-Showroom floor
Date Taken: 6/21/2016





Restoration Management Company

4142 Point Eden Way
Hayward Ca. 94545
(800) 400-5058 Fax (510) 324-8016
License #765595/DOSH 874
Tax ID#: 94-3267563

- 3 3-Showroom floor
Date Taken: 6/21/2016



- 4 4-Bathroom floor
Date Taken: 6/21/2016





Restoration Management Company

4142 Point Eden Way
Hayward Ca. 94545
(800) 400-5058 Fax (510) 324-8016
License #765595/DOSH 874
Tax ID#: 94-3267563

- 5 5-Showroom floor post-clean
Date Taken: 6/21/2016



- 6 6-Bathroom floor post-clean
Date Taken: 6/21/2016

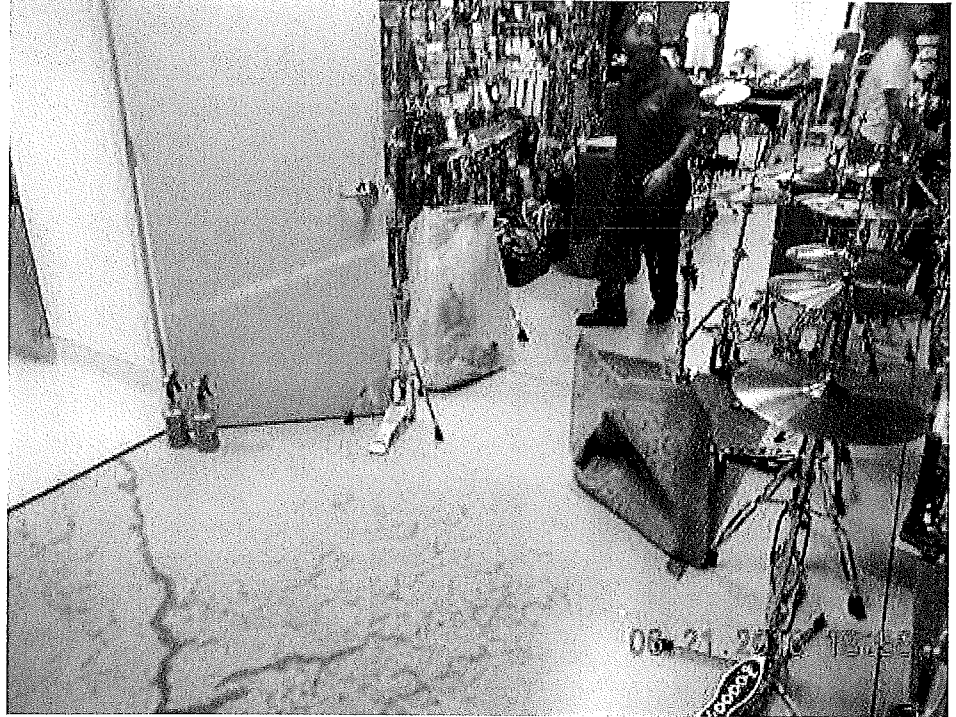




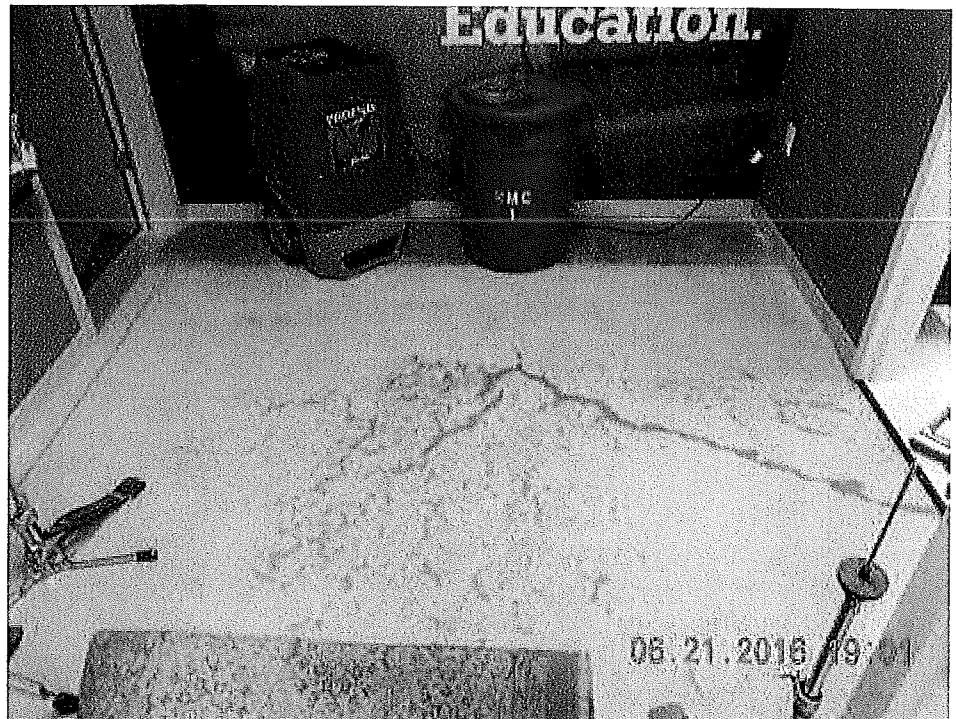
Restoration Management Company

4142 Point Eden Way
Hayward Ca. 94545
(800) 400-5058 Fax (510) 324-8016
License #765595/DOSH 874
Tax ID#: 94-3267563

- 7 7-Showroom floor post-clean
Date Taken: 6/21/2016



- 8 8-Dehumidifier in place
Date Taken: 6/21/2016





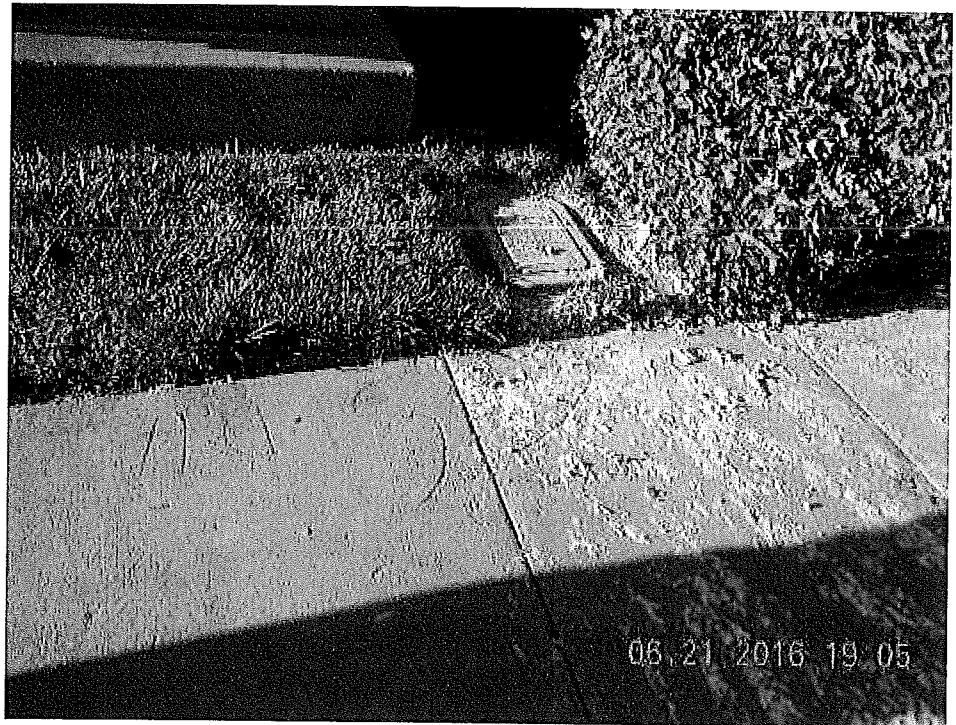
Restoration Management Company

4142 Point Eden Way
Hayward Ca. 94545
(800) 400-5058 Fax (510) 324-8016
License #765595/DOSH 874
Tax ID#: 94-3267563

- 9 9-Sidewalk/street affected
Date Taken: 6/21/2016



- 10 10-Sidewalk affected
Date Taken: 6/21/2016





Restoration Management Company

4142 Point Eden Way
Hayward Ca. 94545
(800) 400-5058 Fax (510) 324-8016
License #765595/DOSH 874
Tax ID#: 94-3267563

- 11 11-Street affected
Date Taken: 6/21/2016



- 12 12-Sidewalk/street post-clean
Date Taken: 6/21/2016





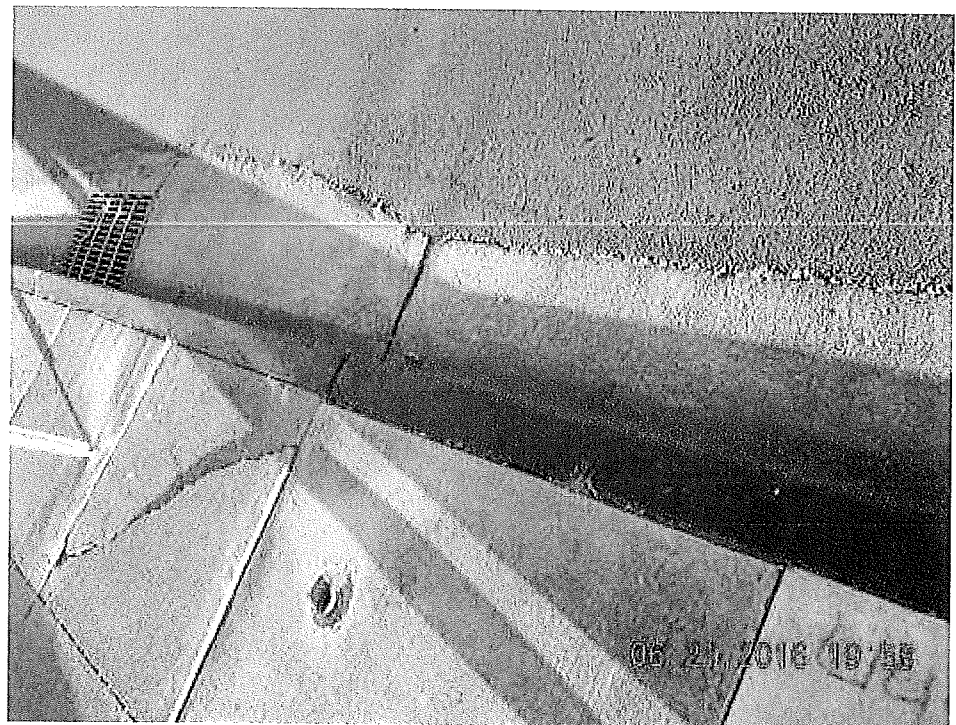
Restoration Management Company

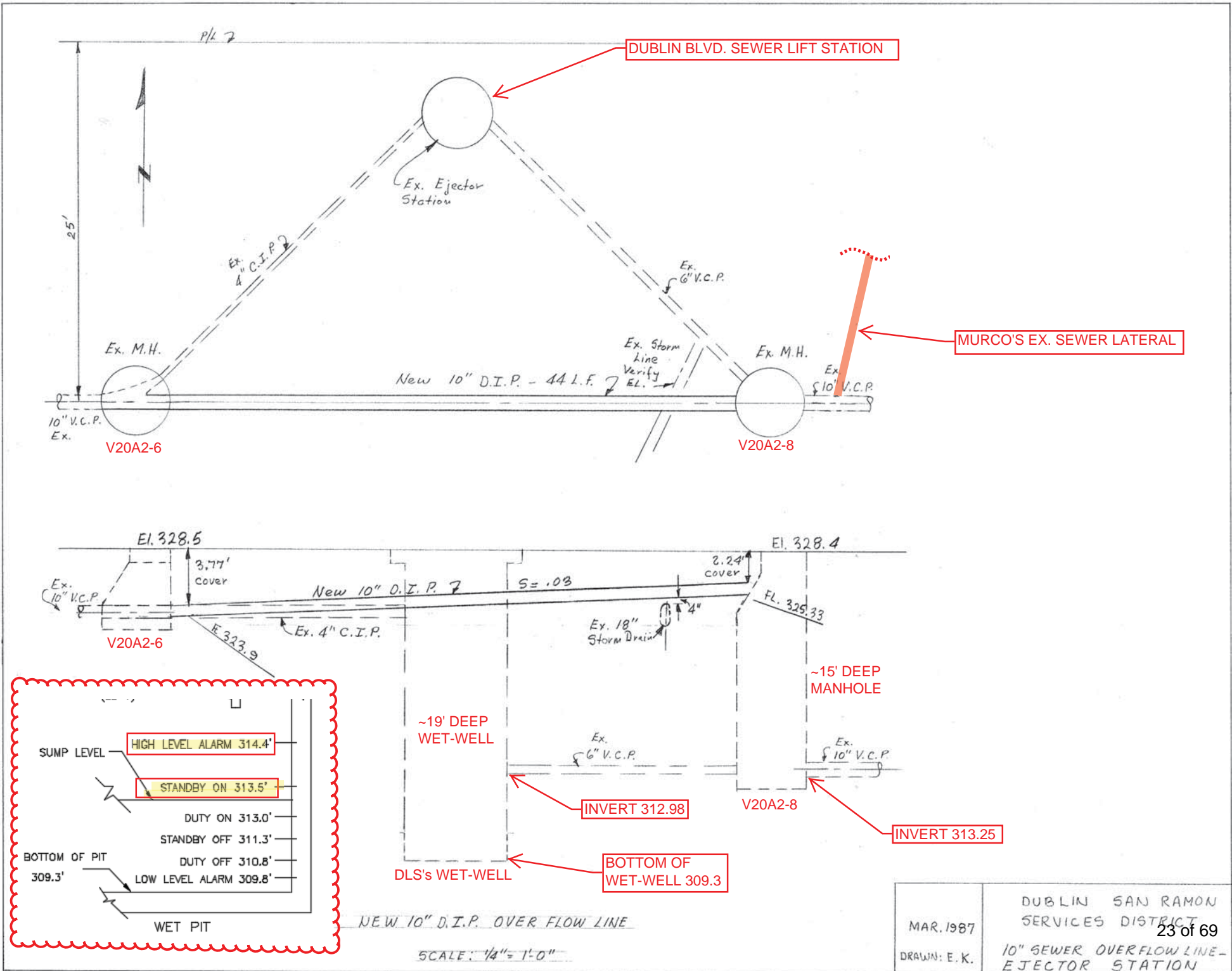
4142 Point Eden Way
Hayward Ca. 94545
(800) 400-5058 Fax (510) 324-8016
License #765595/DOSH 874
Tax ID#: 94-3267563

- 13 13-Sidewalk post-clean
Date Taken: 6/21/2016



- 14 14-Street post-clean
Date Taken: 6/21/2016





MAR. 1987	DUBLIN SAN RAMON SERVICES DISTRICT
DRAWN: E. K.	23 of 69
	10" SEWER OVERFLOW LINE - EJECTOR STATION



Dublin San Ramon
Services District

Water, wastewater, recycled water

7051 Dublin Boulevard
Dublin, CA 94568-3018

Attachment 4 to S&R

main (925) 828-0515
fax (925) 829-1180
www.dsrdsd.com

September 20, 2016

Mr. Martin Murphy
39111 Paseo Padre Pkwy. #310
Fremont, CA 94538

Dear Mr. Murphy:

SUBJECT: Claim for Costs Resulting from Cleanup As a Result of Sewer Backup

This correspondence is to advise you that your claim to recover costs will be included as an item on the next agenda of the regularly scheduled meeting of Dublin San Ramon Services District's Board of Directors on Tuesday, October 4, 2016 at 6:00 p.m. If you would like to address the Board on the matter of your claim, you may do so at that time.

Staff's recommendation is to deny your claim, as the sewer lift pump station maintained by the District was operating normally.

A copy of the Board agenda will be available for viewing/downloading on the District's website www.dsrdsd.com after 5:00 p.m. on Friday, September 30, 2016.

Respectfully,

Michelle L. Galardo
Human Resources Supervisor

cc: / S. Murphy Claim File



Dublin San Ramon
Services District
Water, wastewater, recycled water

7051 Dublin Boulevard
Dublin, CA 94568-3018

ph: (925) 828-0515
fax: (925) 829-1126
www.dsrdsd.com

DECLARATION OF SERVICE BY MAIL

**State of California
County of Alameda**

I am employed in the County of Alameda, State of California. I am over the age of 18 and not a party to the within cause or claim; my business address is:

**Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, California 94568**

I served the foregoing document: Invitation to DSRSD Board Meeting 10/4/2016, by depositing a true copy thereof in the United States Mail in Dublin, California, on September 20, 2016, enclosed in a sealed envelope with the postage thereon fully prepaid, addressed as follows:

**Martin Murphy
39111 Paseo Padre Pkwy. #310
Fremont, CA 94538**

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 20 day of September, 2016 at Dublin, California

**Jacqueline Simmerson
Human Resources Technician**



Reference Engineering Services Manager	Type of Action Approve Agreement	Board Meeting of October 4, 2016
Subject Approve Agreement with Nielsen Family and N-Dublin Family Partnership for Utility Easements to Reservoir 3A		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input checked="" type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	J. Zavadil
		<input type="checkbox"/> Board Member

Recommendation:

Staff recommends the Board of Directors approve, by Resolution, the Agreement for Easements for Utilities to Dublin San Ramon Service District’s Water Reservoir at 11100 Brittany Ln., Dublin and authorize the general manager to execute the agreement.

Summary:

The construction contract for DSRSD’s Supervisory Control and Data Acquisition (SCADA) project (CIP 09-6101) was awarded on May 19, 2015. A key component of the project is a new radio communication system linking the water system turnouts, pump stations, and reservoirs with a central SCADA server located at the new field operations building on Commerce Circle in Pleasanton. The project includes the installation of power to the District’s water reservoir at 11100 Brittany Lane in Dublin (Reservoir 3A), along with a mast and a radio antenna within its reservoir property.

The District requires a new utility easement for electrical facilities. The proposed easement area is shown in Attachments 1 and 3 of the agreement (Exhibit A to Resolution). Staff commenced negotiations for the easement with the landowner in April 2016 while construction progressed and has completed negotiations with the landowner and the landowner’s counsel over appropriate compensation and easement language.

At the last Board meeting, Board directed staff to provide a resolution approving an agreement or a resolution of necessity. Staff and the owner have reached final agreement consistent with Board direction for negotiations. A resolution approving an agreement is being presented to the Board.

Additional background on the project, the need for the easement, and property negotiations are provided in the attached staff report.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Yes	ORIGINATOR R. Biagtan	DEPARTMENT Eng Services	REVIEWED BY J. Zavadil
ATTACHMENTS <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$84,254	<input checked="" type="checkbox"/> Funding Source A. Water Replacement (Fund 610) B.		Attachments to S&R 1. 2. 3.			

STAFF REPORT



District Board of Directors
October 4, 2016

Agreement with Nielsen Family for Utility Easements to Reservoir 3A

BACKGROUND

The construction contract for the District's Water and Recycled Water SCADA Improvements Supervisory Control and Data Acquisition (SCADA) Project (CIP 09-6101) was awarded and a CEQA categorical exemption for the project was approved on May 19, 2015. A key component of the project is a new radio communication system linking the water system turnouts, pump stations, and reservoirs with a central SCADA server providing control, monitoring, and alarming. The new communication system consists of an 18GHz radio backbone ring linking four reservoir sites and the new Field Operations Division (FOD) corporation yard. The other water system sites are connected to the backbone ring via 4.9GHz 'spur' radios.

The first link of the communication backbone ring to be installed is between the SCADA servers at the new FOD corporation yard and the District's reservoir off Brittany Lane, Reservoir 3A. This first link is not only critical to the progress of the project but also to the district's ability to vacate the current FOD corporation yard on Camp Parks prior to the September 30, 2016 deadline given by the U.S. Army. Several water system sites currently communicate with the existing SCADA server at Camp Parks. Radio communication at these sites must be redirected to the new system at Reservoir 3A before Camp Parks is vacated.

Because of the criticality of Reservoir 3A to the new communication system, the project design included the installation of permanent electrical power to the site. The design intended the electrical conduit be installed within existing district utility and access easements through the property at 11099 Brittany Lane, Dublin, Assessor's Parcel Number 941-0100-007-54 with the exception of approximately 100 feet where the conduit was to be installed parallel to an existing PG&E electrical conduit.

During a preconstruction meeting for the conduit installation, the landowner asserted that the District's existing easement was only for water lines and not for power uses. The landowner verbally allowed the installation of the conduit on the condition that an easement be obtained prior to power being provided to the site.

Staff commenced negotiations with the landowner and the landowner's counsel over appropriate compensation and easement language in April 2016. Staff was not able to reach an agreement with the landowner by the time that power was installed to the site late July and activated early August. To assure the District could continue to move forward with the SCADA project, staff commenced procedures that would allow the District to exercise its power of eminent domain for the purposes of taking property.

In accordance with the Code of Civil Procedure Section 1240.040, the District may exercise the power of eminent domain only if it has adopted a resolution of necessity. Prior to adopting a resolution of necessity, the District is required to notice the landowner and provide a reasonable opportunity to appear and be heard on the matters referred to below. A notice of resolution of necessity was issued to the owner on July 29, 2016 to allow the owner the opportunity to prepare a written response prior to the August 16, 2016 regular Board meeting, when staff originally planned to bring a resolution of necessity to the Board. On August 11, 2016, at the request of the owner during negotiations, staff delayed presenting the resolution to the Board until September 6, 2016 in anticipation of resolving the matter before that Board meeting. On August 26, 2016, a notice was provided to the landowner

allowing additional time to submit a written request to appear and question or object to the resolution of necessity.

On September 6, 2016, a resolution of necessity was presented to the Board for consideration and a public hearing was held. The Board heard from the property owner and its representative, and several documents were submitted for the Board's consideration, as generally referenced in the September 20, 2016 staff report on this item. The Board rescheduled the resolution of necessity to the September 20, 2016 Board meeting and asked staff to continue negotiations with the property owner given the following parameters:

- DSRSD must receive an easement unencumbered by limitations. The easement shall be of sufficient width to operate and maintain DSRSD facilities. The District will not accept a lease.
- DSRSD's tank site property must not be encumbered.
- DSRSD recognizes that water is very important to the Niensens and will support their efforts in obtaining a water meter for the property in exchange for the easement. However, the District's support may not be in conflict with the Alameda County Local Agency Formation Commission (LAFCo). The provided meter's use must be consistent with LAFCo.

At the September 20, 2016 Board meeting, the Board continued the resolution of necessity for the second time to allow negotiations to be finalized. The Board directed staff to provide a resolution approving an agreement between the District and the owner at the regular Board meeting of October 4, 2016. The District and the owner have reached final agreement. A resolution of necessity to initiate condemnation proceedings is thus moot, and has not been scheduled.

The key terms of the agreement include the following:

1. The District will receive easement rights over the installed power line along with a temporary easement that would allow the District greater area to conduct maintenance and replacement activities over the water and power utility across the property.
2. The owner's current 5/8 inch-water meter will be replaced with a 1-inch water meter to allow for fire protection. The use of the water meter is consistent with the Out of Area Service Agreement between the District and the owner, and consistent with the LAFCo resolution associated with the agreement.
3. The owner will receive a 5/8-inch water capacity credit towards a future water meter along with a compensation amount.

The total cost of the agreement is \$84,254.

RECOMMENDATION

Staff recommends that the Board approve the agreement and authorize the general manager to sign it. This agreement will ensure uninterrupted communications with the water system and reliable water delivery to the District's customers.

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RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AGREEMENT FOR EASEMENTS FOR UTILITIES TO DUBLIN SAN RAMON SERVICES DISTRICT'S WATER RESERVOIR AT 11100 BRITTANY LANE, DUBLIN AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the District's water storage and distribution system includes reservoirs, pump stations, and water turnouts which are interconnected via a Supervisory Control and Data Acquisition (SCADA) communication system which provides monitoring, control, and alarming, and without which the District could not reliably operate and control its water storage and distribution system; and

WHEREAS, the purpose of the District's Water and Recycled Water SCADA Improvements Project (CIP 09-6101) ("Project"), is to upgrade the SCADA communication system that is used to operate and control its water distribution system; and

WHEREAS, pursuant to the California Environmental Quality Act (Pub. Res. Code, 21000 et. seq.; "CEQA"), the "CEQA Guidelines" (14 Cal. Code of Regs 15000 et. seq.) and DSRSD's Local CEQA Guidelines, the DSRSD Board of Directors adopted Resolution No. 33-15 on May 19, 2015, approving a Certificate of Determination of Exemption/Exclusion from Environmental Review for the Project and directing the filing of a Notice of Exemption; and

WHEREAS, the Project requires the installation of a permanent and continuous electrical power supply to the District's water reservoir at 11100 Brittany Lane in Dublin, California hereinafter described as "Reservoir 3A;" and

WHEREAS, the District's Reservoir 3A property is surrounded on all sides by property commonly known as 11099 Brittany Lane, Dublin, California, Assessor's Parcel Number 941-0100-007-54, hereinafter described as "Nielsen Property;" and

Res. No. _____

WHEREAS, the District has an existing waterline easement and an access road easement through the Nielsen Property to Reservoir 3A; and

WHEREAS, the District initiated negotiation with representatives of the owners of the Nielsen Property, Robert J. Nielsen, Jr., Jeffery G. Nielsen, and the N-Dublin Family Partnership, L.P. (collectively, "Owner") in April 2016 to easements for electrical distribution to Reservoir 3A; and

WHEREAS, staff has reached an agreement with the owner on compensation for the property rights.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

That certain Agreement titled, "Agreement for Easements for Utilities to DSRSD's Water Reservoir at 11100 Brittany Ln., Dublin," a copy of which is attached hereto, marked Exhibit A, and by this reference incorporated herein, is hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said Agreement for and on behalf of the District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 4th day of October 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

Res. No. _____

D.L. (Pat) Howard, President

ATTEST:

By: _____
Nicole Genzale, District Secretary

**Agreement for Easements for Utilities
to DSRSD's Water Reservoir at 11100 Brittany Ln., Dublin**

This Agreement (the "**Agreement**") entered into this _____ day of _____, 2016 by and between the DUBLIN SAN RAMON SERVICES DISTRICT, a public agency ("**District**") and Robert J. Nielsen, Jr., Jeffery Nielsen and the N. Dublin Family Partnership (collectively, "**Owner**").

Owner owns the property at 11099 Brittany Lane, Dublin, Assessor's Parcel Number 941-0100-007-54 (the "**Property**").

In connection with the District's Water and Recycled Water SCADA Improvements project the District installed an electrical power lateral (the "**Electrical Lateral**") from the Property's boundary at Brittany Lane to the District's Water Reservoir property at 11100 Brittany Lane in Dublin (the "**Reservoir 3A Site**"), along with a mast/tower and a radio antenna within its property (the "**Radio Tower**"). A dispute arose between Owner and the District concerning the placement of the Electrical Lateral and the acquisition of the rights to install the Electrical Lateral. The parties have worked to together to resolve the dispute and for valuable consideration and subject to the conditions below the parties agree as follows: .

1. Owners shall grant the following easements to the District:

a. Over and along the existing the DSRSD waterline easement, the easement (*Easement A*) boundaries shall be substantially as shown on Attachment 1 (water and power utility easement and temporary maintenance easement) and the associated grant of easement shall be in the form as shown in Attachment 2A, "Grant of Easement" and Attachment 2B, "Grant of Temporary Maintenance Easement." For planned maintenance or repair activities within the temporary construction easement, the District shall be entitled to enter upon the Temporary Maintenance Easement and commence such activities 72 hours after providing verbal notice to Owner at (925) 828-9162 (or other number as Owner shall designate in writing) and written notification to the Owner, which may be sent by e-mail to accounting@hnenterprises.com (or to such other e-mail address as Owner shall designate in writing). For emergency construction or repair activities, District shall call Owner at (925) 997-5543 and (925) 828-9162 (or such other contact number as Owner shall designate in writing) before entering Owner's property. If District is unsuccessful in speaking with Owner's contact before entering Owner's property, District shall attempt to leave a message and shall call Owner's designated contact number as soon as reasonably practicable following said emergency access to the Temporary Construction Easement upon notification.

Immediately west of the end of Brittany Lane, the power utility easement (*Easement B*) boundaries shall be substantially as shown on Attachment 3 and the associated grant of easement shall be in the form as shown in Attachment 4.

The easements shall be for power utilities directly related to the District's water utilities only.

b. *Easement B* shall be a revocable easement, meaning that its location may change once in accordance with the following provisions. Should the power utilities conflict with the Owner's future operation or construction activities, at the request of the Owner and accompanied by documentation of land use conflicts and/or land use application to Alameda County or prevailing authority, the District shall

relocate the utilities to another location that will allow for continuous power to the Reservoir 3A Site. The District will undertake reasonable efforts to relocate the power utilities within *Easement A*, subject to consent of the power service provider (Pacific Gas and Electricity). If it is not feasible to relocate the power utilities within *Easement A*, the Owner shall at no cost to District provide the District a new easement of substantially equivalent width, length, and easement rights. Upon relocation, the District shall quitclaim to owner easement rights over *Easement B*.

2. The District will not actively seek or engage in the construction of commercial communications tower within the easement or its reservoir property at 11100 Brittany Lane, Dublin.

3. Prior to October 15, 2016, the District shall install erosion control measures in accordance with the State Water Pollution Prevention Program in the portion of the water and power utility easement where open trenching was used to install the Electrical Lateral. Hydroseed shall be applied over the disturbed area using a dryland mix containing ryegrass, soft chess, and rose clover or strawberry clover; seeding rate shall be 10 pounds ryegrass, 5 pounds soft chess and 3 pounds legume.

To maintain aesthetics of the hillside, the District shall paint the Radio Tower using colors consistent with the eucalyptus trees around the District's reservoir. Paint work shall be completed by October 30, 2016.

4. The District shall provide the following.

a. Within five working days from the request of the owner, the District will replace the existing 5/8-inch water meter that serves the owner's property at 11099 Brittany Lane with a 1-inch water meter (capacity reserve fee currently \$31,908) subject to the following conditions: The owner shall be responsible for the associated Alameda County Water Conservation and Flood Control District, Zone 7 ("Zone 7") connection fee for the upsized meter. The increase in meter size is provided for fire protection only. The use of the water meter is consistent with the Out of Area Service Agreement for DSRSD Services to Nielsen property West of Dublin dated August 6, 2014 and LAFCo Resolution No. 2014-04. Specifically, the increase in meter size will not facilitate a change of land use, promote or induce growth on the property or surrounding properties, or facilitate the delivery of other types of services or functions.

b. The District will provide a credit in an amount equivalent to the then-current Dublin San Ramon Services District water capacity reserve fee for one 5/8-inch water meter (capacity reserve fee value currently \$12,763), to be applied to offset all or a portion of the then-current Dublin San Ramon Services District water capacity reserve fee for any meter that the Owner proposes to install for service to property located within the District's service area. The credit referenced in the preceding sentence shall not include any portion of the then-current Zone 7 connection fees, which Owner shall be obligated to pay. This meter and service to this meter is subject to the provisions of the District Code of Ordinance.

c. The District will issue payment to the owner in the amount of \$52,346 within 10 working days after receipt of duly acknowledged and executed originals of the grant of easement forms, included as Attachments 2A, 2B, and 4 to this Agreement.

5. The parties intend that this agreement shall resolve all claims that they may have against one another, including unknown and unanticipated claims, losses, and/or damages, arising out of the occupation and/or taking of portions of the Property by the District and its contractors in connection with the installation of the Electrical Lateral and energizing of the electrical line installed within the associated

conduit and the acquisition of easements for those purposes, , and the undersigned parties, on advice of counsel, knowingly, voluntarily, and expressly waive all rights or benefits which the undersigned now have or in the future may have under the terms of section 1542 of the Civil Code of the State of California, which is incorporated herein with the same effect as if fully set forth herein. Accordingly, the parties agree to forbear from bringing any litigation against one another based upon any claims described above, other than such litigation may become necessary to enforce the terms and conditions of this agreement. Notwithstanding the foregoing, expressly excluded from this release are any and all claims for physical damage to the Property arising from the installation of the Electrical Lateral, and any and all claims arising from the approval/installation of the Radio Tower installed on the Reservoir 3A Site or arising from the operation of the Radio Tower on the Reservoir 3A Site.

6. It is intended that this Agreement shall bind and inure to the benefit of any successors or assigns of interest in the property hereby affected, and to this end, either party may record a memorandum of this Agreement in the Official Records of the County of Alameda.

Dublin San Ramon Services District

By: _____
Daniel McIntyre, General Manager

Date: _____

Robert J. Nielsen, Jr., Jeffery G. Nielsen, and the

By: _____
Authorized Signature

Name: Robert J. Nielsen, Jr.
Print Name

Title: _____

Date: _____


By: Jeffery G Nielsen
Authorized Signature

Name: Jeffery G. Nielsen
Print Name

Title: _____

Date: _____

N-Dublin Family Partnership

By: 
Authorized Signature


Name: Robert J. Nielsen, Jr.
Print Name

Title: _____

Date: 9-24-16

H:\ENGDEPT\CIP\09-6101 Water and RW SCADA Improvements\08 Property Rights\Closing\Final\DSRSD-Nielsen Agmt 92316 final.docx

ROBERT NIELSEN.

by 
9-24-16

N-Dublin Family Partnership

By: Jeffrey G. Nielsen
Authorized Signature

Name: ~~Robert L. Nielsen, Jr.~~ Jeffrey Nielsen
Print Name

Title: _____

Date: 9-26-16

H:\ENDEPT\CIP\09-6101 Water and RW SCADA Improvements\08 Property Rights\Closing\Final\DSRSD-Nielsen Agmt 92316 final.docx

ATTEST

By: _____
Nicole Genzale, District Secretary
Dublin San Ramon Services District

Date: _____

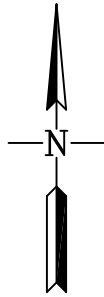
**DSRSD
RESERVOIR
3A
SITE**

PARCEL A
85-142739

PARCEL A
85-142739

PARCEL A
84-202420

NIELSEN
AR72037



S74°18'36"E (R)
POB

S64°20'55"W
45.02'
POC

$\Delta=69^{\circ}07'11''$
 $R=50.00'$
 $L=60.32'$

SEPTEMBER 2016 1"=80'

460.54' C/L

EX. 16' ROADWAY EASEMENT

5' WIDE TEMPORARY
MAINTENANCE EASEMENT

NIELSEN
AR72037

S 00°32'56" W

EX. 10' WLE
POWER UTILITY EASEMENT
OVER EXISTING WATER LINE
EASEMENT

N 56°47'55" E

TRACT 5073
(158 M 9)

BRITTANY LN

Recording Requested By:

Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

And When Recorded Mail To:

Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

Space Above This Line For Recorder's Use

Mail Tax Statements To:

**N Dublin Family Partnership Et Al
50 Hacienda Circle
Orinda, CA 94563**

No Tax Due

Record Without Fee, Government Section 27383

Nicole Genzale, District Secretary
Dublin San Ramon Services District

R&T Code 11911 – Consideration - 0

EASEMENT NO. _____ AFFECTS A.P.N. 941-100-7-54 ESCROW NO. _____

GRANT OF EASEMENT

By this instrument dated _____, for a valuable consideration, _____
Robert J. Nielsen, Jr., Jeffery G. Nielsen, and the N-Dublin Family Partnership

hereinafter "GRANTOR", being owners of the real property described in Exhibit "A" attached hereto and incorporated by this reference, hereby GRANTS to DUBLIN SAN RAMON SERVICES DISTRICT (DSRSD), a political subdivision organized and existing under the community services district laws of the State of California, Counties of Alameda and Contra Costa, the following described interest in the real property located in the State of California, County of Alameda, City of Dublin: a perpetual Public Utility and Right of Way Easement for the purpose of excavating, installing, constructing, reconstructing, repairing, maintaining and operating electrical power utilities for purposes of public water supply and all appurtenances thereto, together with the right of ingress and egress therefore, in, under, over, along and across that certain land:

As shown on plat map in Exhibit "A" (legal description) and "B" (plat) attached hereto and incorporated by this reference.

GRANTEE hereby agrees to refrain from installing or allowing others to install commercial telecommunications systems within the easement. GRANTOR hereby agrees to refrain from building, erecting or allowing any structure or improvement over the easement herein granted. IN WITNESS WHEREOF, GRANTOR has executed this Grant of Easement as of the day and year first above written.

GRANTOR

Robert J. Nielsen, Jr.

Jeffery G. Nielsen

Recording Requested By:

Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

And When Recorded Mail To:

Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

Space Above This Line For Recorder's Use

No Tax Due

Record Without Fee, Government Section 27383

Mail Tax Statements To:

**N Dublin Family Partnership Et Al
50 Hacienda Circle
Orinda, CA 94563**

Nicole Genzale, District Secretary
Dublin San Ramon Services District

R&T Code 11911 – Consideration - 0

EASEMENT NO. _____ AFFECTS A.P.N. 941-100-7-54 ESCROW NO. _____

GRANT OF TEMPORARY MAINTENANCE EASEMENT

By this instrument dated _____, for a valuable consideration, _____
Robert J. Nielsen, Jr., Jeffery G. Nielsen, and the N-Dublin Family Partnership

hereinafter "GRANTOR", being owners of the real property described in Exhibit "A" attached hereto and incorporated by this reference, hereby GRANTS to DUBLIN SAN RAMON SERVICES DISTRICT (DSRSD), a political subdivision organized and existing under the community services district laws of the State of California, Counties of Alameda and Contra Costa, hereinafter "GRANTEE", the following described perpetual interest in the real property located in the State of California, County of Alameda, City of Dublin: a temporary Public Utility and Right of Way Easement for the purpose of excavating, installing, constructing, reconstructing, repairing, maintaining and operating the GRANTEE'S water transmission line and electrical power utilities located within the adjacent easement for purposes of public water supply and all appurtenances thereto from time to time, together with the right of ingress and egress therefore, in, under, over, along and across that certain land:

As shown on plat map in Exhibit "A" (legal description) and "B" (plat) attached hereto and incorporated by this reference.

This easement shall be utilized only in accordance with the following procedures. For planned construction or repair activities within the easement, GRANTEE shall be entitled to enter thereupon and commence such activities 72 hours after providing notification to GRANTOR in the manner and to the address specified in writing by the parties. For emergency construction or repair activities, GRANTEE shall telephone GRANTOR at the number identified in writing prior to entry to the property. If GRANTEE is unsuccessful in speaking with GRANTOR's contact before entering GRANTOR's property, GRANTEE shall attempt to leave a message and shall call GRANTOR's designated contact number as soon as reasonably practicable following said emergency access. GRANTOR shall not interfere with GRANTEE's access or use of the easement for the duration of GRANTEE's construction or repair activities.

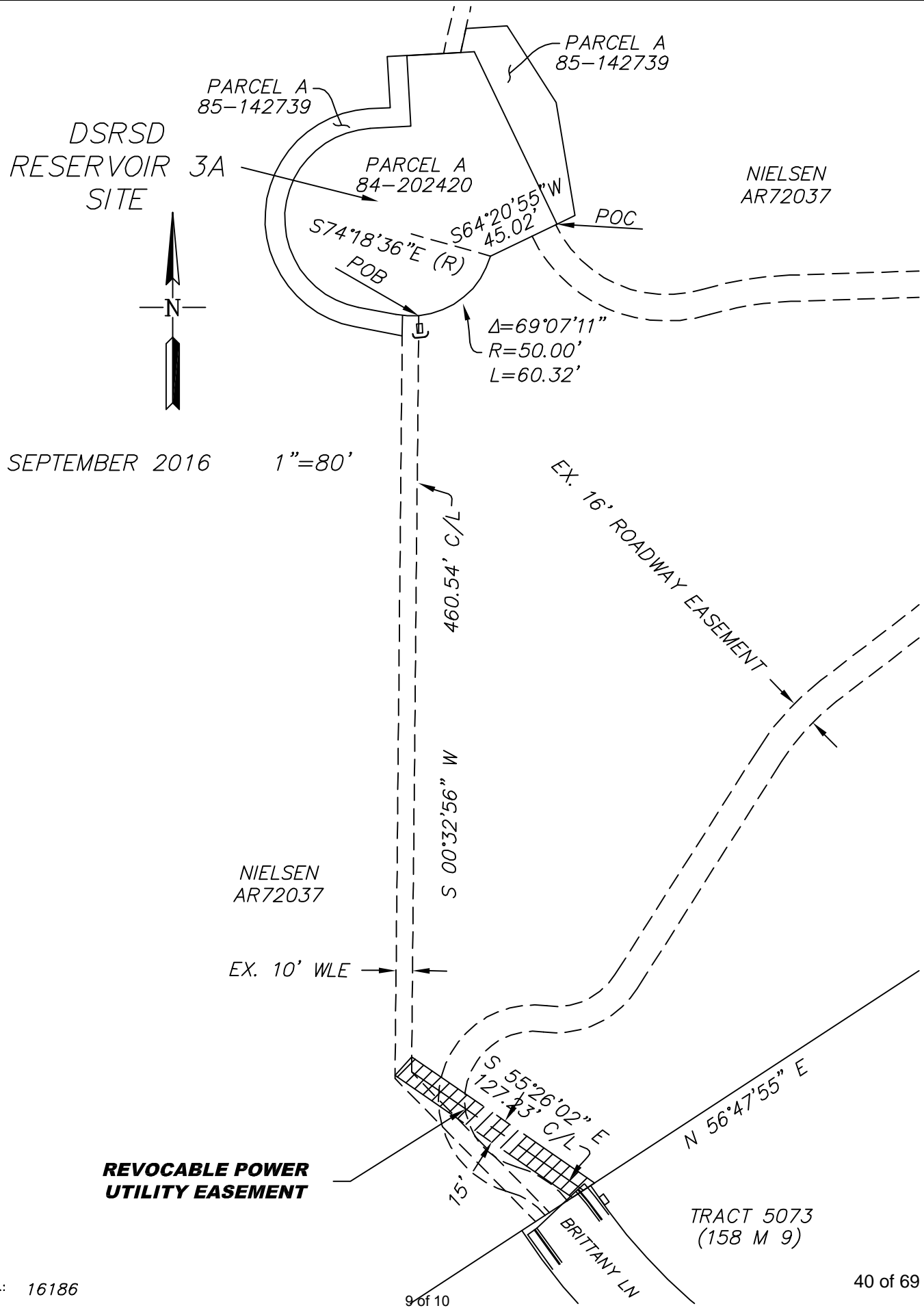
GRANTEE hereby agrees to refrain from installing or allowing others to install commercial telecommunications systems within the easement. GRANTOR hereby agrees to refrain from building, erecting or allowing any structure or improvement over the easement herein granted.

IN WITNESS WHEREOF, GRANTOR has executed this Grant of Temporary Maintenance Easement as of the day and year first above written.

GRANTOR

Robert J. Nielsen, Jr.

Jeffery G. Nielsen



Recording Requested By:

Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

And When Recorded Mail To:

Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

Space Above This Line For Recorder's Use

Mail Tax Statements To:

N Dublin Family Partnership Et Al
50 Hacienda Circle
Orinda, CA 94563

No Tax Due

Record Without Fee, Government Section 27383

Nicole Genzale, District Secretary
Dublin San Ramon Services District

R&T Code 11911 – Consideration - 0

EASEMENT NO. _____ AFFECTS A.P.N. 941-100-7-54 ESCROW NO. _____

REVOCABLE GRANT OF EASEMENT

By this instrument dated _____, for a valuable consideration, _____
Robert J. Nielsen, Jr., Jeffery G. Nielsen, and the N-Dublin Family Partnership

hereinafter "GRANTOR", being owners of the real property described in Exhibit "A" attached hereto and incorporated by this reference, hereby GRANTS to DUBLIN SAN RAMON SERVICES DISTRICT (DSRSD), a political subdivision organized and existing under the community services district laws of the State of California, Counties of Alameda and Contra Costa, hereinafter "GRANTEE", the following described interest in the real property located in the State of California, County of Alameda, City of Dublin: a revocable Public Utility and Right of Way Easement for the purpose of excavating, installing, constructing, reconstructing, repairing, maintaining and operating the electrical power line/conduit for purposes of public water supply and all appurtenances thereto, together with the right of ingress and egress therefore, in, under, over, along and across that certain land:

As shown on plat map in Exhibit "A" (legal description) and "B" (plat) attached hereto and incorporated by this reference.

Should the electrical power line/conduit conflict with the Owner's future operation or construction activities, at the request of the GRANTOR and accompanied by documentation of land use conflicts and/or land use application to Alameda County or prevailing authority, GRANTEE shall relocate the utilities to another location that will allow for continuous power to the GRANTEE's Reservoir 3A site as described in the following three sentences. GRANTEE will undertake reasonable efforts to relocate the power utilities within the existing waterline and power utility easement on GRANTOR'S property, subject to consent of the power service provider (Pacific Gas and Electricity). If it is not feasible to relocate the power utilities within the existing waterline and power utility easement on GRANTOR'S property, the GRANTOR shall at no cost to GRANTEE provide GRANTEE a new easement of substantially equivalent width, length, and easement rights. Upon relocation, the GRANTEE shall quitclaim easement rights to this easement.

IN WITNESS WHEREOF, GRANTOR has executed this Grant of Easement as of the day and year first above written.

GRANTOR

Robert J. Nielsen, Jr.

Jeffery G. Nielsen



Reference Engineering Services Manager	Type of Action Approve Task Order	Board Meeting of October 4, 2016
Subject Approve Task Order No. 7 for Tri-Valley Potable Reuse Feasibility Study—Water Supply Reliability (CIP 16-W009)		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input checked="" type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	J. Zavadil
		<input type="checkbox"/> Board Member

Recommendation:

Staff recommends the Board of Directors approve, by Resolution, Task Order No. 7 with Zone 7 Water Agency under the Tri-Valley Intergovernmental Reciprocal Services Master Agreement for the Tri-Valley Potable Reuse Feasibility Study and authorize the General Manager to execute the Task Order.

Summary:

Consistent with the District’s *Water Supply, Storage, Conveyance, Quality and Conservation policy* and Strategic Goal 2.01, to increase reliability of water supply by diversifying the water supply portfolio, staff has been working with the Tri-Valley water agencies to commence a study on potable reuse feasibility.

On February 11, 2016, the Joint Liaison Committee Meeting/Water Policy Roundtable—which includes elected representatives from the District, cities of Dublin, Livermore, Pleasanton, San Ramon, and Zone 7 Water Agency (Zone 7)—discussed and supported a study to determine the feasibility of potable reuse for the Tri-Valley. The District, along with the other water service agencies in the Tri-Valley, subsequently formed a Steering Committee with representatives from all the agencies to oversee policy issues related to the study. Similarly, a Project Management Committee consisting of technical staff from each of the Tri-Valley water agencies was formed to oversee the technical work.

The Project Management Committee developed a request for proposals for the development of a potable reuse feasibility study. Through a competitive selection process, Carollo Engineers has been selected to conduct the study. The planned study and consultant selection is discussed in the attached staff report.

Zone 7 staff has been designated as the contract administrator for the project. A Task Order under the Tri-Valley Intergovernmental Reciprocal Services Master Agreement will be issued with Zone 7 for multi-agency participation and cost-share in the study. The estimated budget for the consulting services to be shared among the Tri-Valley water agencies is not to exceed \$850,000, including a \$95,000 contingency. DSRSD’s portion is estimated at \$212,500 if Cal Water is not able to participate in the study, or \$170,000 if Cal Water participates. The study is expected to be completed by the end of 2017.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR Biagtan	DEPARTMENT Eng Services	REVIEWED BY JAZ
ATTACHMENTS <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost Estimated \$212,500	<input checked="" type="checkbox"/> Funding Source A. 610 (65%) B. 620 (35%)		Attachments to S&R 1. 2. 3.			

STAFF REPORT



District Board of Directors
October 4, 2016

TRI-VALLEY POTABLE REUSE FEASIBILITY STUDY TASK ORDER

BACKGROUND

In October 2015, the Board adopted a *Long Term Alternative Water Supply Study* which conducted a high-level evaluation of how the District could, on its own or in cooperation with regional agencies, sustainably meet customer water demands and reduce its reliance on a single water source. In February 2016, Zone 7 Water Agency (Zone 7) completed its *Water Supply Evaluation Update* (WSE Update) which underscored the need to pursue water supply options to enhance long-term water supply reliability for the Livermore-Amador Valley. Both studies evaluated potable reuse as one of the potential future water supply sources.

On February 11, 2016, the Joint Liaison Committee Meeting/Water Policy Roundtable—which includes elected representatives from the District, cities of Dublin, Livermore, Pleasanton, San Ramon, and Zone 7—discussed and supported a more detailed study of potable reuse. The District, Zone 7 and the other water retailers (Tri-Valley water agencies) subsequently formed a Steering Committee with representatives from all the agencies to oversee policy issues related to the study. Similarly, a Project Management Committee consisting of technical staff was formed to oversee the technical work, with a designated project manager from Zone 7. Zone 7 was also selected to serve as the contract administrator for consulting services. The Steering Committee’s current plan is that separate efforts to address outreach and institutional issues will be pursued separately, with Livermore taking the lead on outreach and Pleasanton taking the lead on institutional issues.

Consistent with the District’s *Water Supply, Storage, Conveyance, Quality and Conservation policy* and Strategic Goal 2.01, to increase reliability of water supply by diversifying the water supply portfolio, staff has been working with the Tri-Valley water agencies through the above mentioned committees to commence a study on potable reuse feasibility.

DISCUSSION

POTABLE REUSE FEASIBILITY STUDY

The primary goals of the Potable Reuse Feasibility study are to evaluate the feasibility of potable reuse for the Valley; to identify the most promising options based on technical, financial, and regulatory considerations; and, assuming that potable reuse is found to be feasible, to recommend next steps for the agencies. The options to be further evaluated include groundwater recharge/injection, surface water augmentation, and connection upstream of the Zone 7 water treatment plants; direct connection to the water transmission system is not being considered at this time based on input from the elected representatives at the February 2016 meeting and affirmed at the September 22, 2016 Water Liaison Meeting. The findings and recommendations from the study will be presented to the governing bodies of the Tri-Valley water agencies for their consideration and potential actions. The study will be coordinated closely with parallel efforts on public outreach and an evaluation of the relevant institutional issues.

The Project Management Committee, consisting of technical staff from each of the Tri-Valley water agencies, met several times to develop an approach and a desired Scope of Work for the study. Then, on behalf of the Tri-Valley

water agencies, Zone 7 issued a Request for Proposals (RFP) for the study on July 8, 2016. Four consultants (Carollo Engineers, Montgomery Watson/Stantec, RMC, and HDR) submitted proposals by the deadline of August 5, 2016. A review panel with representatives from the water agencies evaluated the proposals, selected two consultants for interviews and conducted interviews on August 29, 2016.

Based on the quality of the proposal and performance at the interview, Carollo Engineers was identified by the review panel as the most qualified to perform this work. Carollo Engineers offered 1) a strong technical team with extensive expertise in potable reuse in California and in other states, 2) close involvement in the development of potable reuse regulatory frameworks, 3) capability to package the work products for communication with retailers, the Board, and the public, and 4) ability to work with multiple agencies on a complex project.

A Task Order (Exhibit A to the resolution) will be issued under the Tri-Valley Intergovernmental Reciprocal Services Master Agreement for multi-agency participation and cost-share in the study, and to allow Zone 7 to be reimbursed. The Tri-Valley Intergovernmental Reciprocal Services Master Agreement was approved by the Board on October 7, 2014, and executed by the Tri-Valley agencies on December 4, 2016. This will be the seventh task order associated with the agreement.

The project's scope of work, work plan, schedule and budget are included as Attachment A to the Task Order. The estimated budget for the consulting services to be shared among the Tri-Valley water agencies is \$850,000, including a \$95,000 contingency. This budget represents a not-to-exceed amount. Assuming execution of Task Order by all the Tri-Valley water agencies by mid-October, project kick-off is scheduled for late October 2016. The study is expected to be completed by the end of 2017.

At the September 22, 2016 Water Liaison Meeting, Tri-Valley agency representatives discussed the scope of the Study and requested progress meetings at key milestones of the study. Carollo presented their experience with potable reuse projects and their approach to the Tri-Valley Study. Attached is a copy of their presentation (Attachment 1.)

FUNDING

DSRSD's share of the study is estimated at \$212,500 if Cal Water is not able to participate in the study, or \$170,000 if Cal Water participates. At the time that this staff report is written, Cal Water has not indicated its ability to participate.

The District's share of the study will be funded from the Water Supply Reliability Project (CIP 16-W009). The project has adequate budget for this scope of work.

RECOMMENDATION

Staff recommends that the Board approve a Task Order with Zone 7 under the Tri-Valley Intergovernmental Reciprocal Services Master Agreement to proceed with the Potable Reuse Feasibility Study.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING TASK ORDER NO. 7 WITH ZONE 7 WATER AGENCY UNDER THE TRI-VALLEY INTERGOVERNMENTAL RECIPROCAL SERVICES MASTER AGREEMENT FOR THE TRI-VALLEY POTABLE REUSE FEASIBILITY STUDY AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE TASK ORDER

WHEREAS, the District's *Water Supply, Storage, Conveyance, Quality and Conservation policy* is to explore in partnership with other Tri-Valley agencies the development of an expanded or additional local water facility to supplement the groundwater supply; and

WHEREAS, the District's Strategic Goal 2.01 is to increase reliability of water supply by diversifying the water supply portfolio; and

WHEREAS, on February 11, 2016, the Joint Liaison Committee Meeting/Water Policy Roundtable, consisting of elected representatives from the District, cities of Dublin, Livermore, Pleasanton, San Ramon, and Zone 7 Water Agency (Zone 7), discussed and supported a more detailed study of potable reuse, and affirmed it at its September 22, 2016 meeting; and

WHEREAS, staff from the Tri-Valley water agencies, including the District, the Cities of Livermore and Pleasanton, and Zone 7 formed committees to oversee the preparation of a study on the feasibility of potable reuse in the Tri-Valley (Study); and

WHEREAS, Carollo Engineers was selected through a competitive selection process to conduct the Study; and

WHEREAS, Zone 7 is the designated contract administrator for the preparation of the study; and

WHEREAS, on October 7, 2014, the Board approved the *Tri-Valley Intergovernmental Reciprocal Services Master Agreement* (Reciprocal Services Agreement), and on December 4, 2014, the regional agencies in the Tri-Valley executed the Reciprocal Services Agreement to

Res. No. _____

facilitate the process of contracting for services between agencies; and

WHEREAS, a task order under the Reciprocal Services Agreement has been prepared between Zone 7 and the Cities of Pleasanton and Livermore, and the District, for multi-agency participation and cost-share in the Study.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

That certain task order titled, "Task Order No. 7: Tri-Valley Potable Reuse Feasibility Study," a copy of which is attached hereto, marked Exhibit A, and by this reference incorporated herein, is hereby approved, and the General Manager is hereby authorized and directed to execute said task order for and on behalf of the District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 4th day of October, 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

D.L. (Pat) Howard, President

ATTEST:

By: _____
Nicole Genzale, District Secretary

H:\Board\2016\10-04-16\Potable Reuse Feasibility Study RSA\PRFS RSA - Res.docx

**Tri-Valley Intergovernmental Reciprocal Services Master Agreement
(October 4, 2016)
Task Order No. 7: Tri-Valley Potable Reuse Feasibility Study**

Issue Date:	October 4, 2016
Partners:	California Water Service, City of Livermore, City of Pleasanton, Dublin San Ramon Services District, and Zone 7 Water Agency
Lead Agency:	Zone 7 Water Agency
Zone 7 Project Manager:	Amparo Flores
Not-to-Exceed Amount:	\$850,000, including \$95,000 in contingency, for consulting services for the study \$170,000 for each partner (w/ CWS) \$212,500 for each partner (w/o CWS)
Compensation Method:	The cost of consulting services under this Task Order shall be equally shared among the Partners. Within fourteen (14) days of receiving the monthly invoice from the Consultant, Zone 7 shall provide an invoice to the Partners, which shall be payable within thirty (30) days.
Completion Date:	June 30, 2018
Insurance Requirements:	Parties agree that Zone 7's current insurance coverage is sufficient for the completion of the work under this Task Order.
Scope of Work, Budget, and Schedule:	See Attachment A for the scope of work and budget and Attachment B for the project schedule.

Authorized by:

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

Date

Marc Roberts, City Manager
City of Livermore

Date

Dan McIntyre, General Manager
Dublin San Ramon Services District

Date

Nelson Fialho, City Manager
City of Pleasanton

Date

Task Order No. 7: Tri-Valley Potable Reuse Feasibility Study

Background

The Water Supply Evaluation Update (WSE Update) completed by Zone 7 Water Agency (Zone 7) in February 2016 underscored the need to pursue water supply options to enhance long-term water supply reliability for the Livermore-Amador Valley. Potential future water supply options identified in the WSE Update include the California WaterFix, desalination, and potable reuse. For potable reuse, a high-level review (HDR, 2016) considered various options including groundwater injection, recharge in the Chain of Lakes (COLs), surface water augmentation (COLs, Lake Del Valle, and Patterson Reservoir), and direct connection to the water transmission system.

On February 11, 2016, elected representatives at the Joint Liaison Committee Meeting/Water Policy Roundtable—which included elected representatives from the cities of Dublin, Livermore, Pleasanton, San Ramon, Dublin San Ramon Services District (DSRSD), and Zone 7—discussed and supported a more detailed study of potable reuse.

Overview of Task Order

The primary goals of the Potable Reuse Feasibility Study are to evaluate the feasibility of potable reuse for the Valley; to identify the most promising options based on technical, financial, and regulatory considerations; and, assuming that potable reuse is found to be feasible, to recommend next steps for the agencies. The options to be further evaluated include groundwater recharge/injection, surface water augmentation, and connection upstream of the Zone 7 WTPs; direct connection to the water transmission system is not being considered at this time based on input from the elected representatives at the February 2016 meeting. The findings and recommendations from the study will be presented to the governing bodies of the Tri-Valley water agencies for their consideration and potential actions. The feasibility study will be coordinated closely with parallel efforts on public outreach and an evaluation of the relevant institutional matters.

This Task Order covers the cost of the consulting services to be shared among the partners. Through a Request for Proposal process, Carollo Engineers (Consultant) was selected by the partners as most qualified to perform the feasibility study. The total budget of the consulting services for the study is \$755,000. With a contingency of \$95,000 (13%), the not-to-exceed amount for the study is \$850,000. The scope of work, work plan summary, and detailed budget for the consulting services are included in **Attachment A**.

Partner Responsibilities

Zone 7 and the retailers have formed a Steering Committee with representatives from all the agencies to oversee policy issues related to the study. Similarly, a Project Management Committee consisting of technical staff has been formed to oversee the technical work, with a designated project manager from Zone 7. Zone 7 was also selected to serve as the Lead Agency or contract administrator for consulting services. There will be separate efforts to

address outreach and institutional issues, with Livermore taking the lead on outreach and Pleasanton taking the lead on institutional matters.

Partners will be actively engaged in the study, providing any required data to the Consultant, attending project meetings, providing timely review of draft materials, and providing direction and input to the Consultant.

The cost of consulting services shall be equally shared among the Partners. Within fourteen (14) days of receiving the monthly invoice from the Consultant, Zone 7 shall provide an invoice to the Partners, which shall be payable within thirty (30) days. Zone 7 shall track all expenditures associated with the consulting services and provide monthly summaries to the Partners.

Timing

The project schedule is included as **Attachment B**. The target completion date for the study is December 2017. To account for any unanticipated project delays and contract close-out, the term of this Task Order is through June 30, 2018.

Insurance

No special requirements are associated with this Task Order. Parties agree that Zone 7's current insurance coverage is sufficient for Zone 7's completion of the work under this Task Order as the Lead Agency.

Non-Exclusive Agreement

This Task Order is based on the Tri-Valley Intergovernmental Reciprocal Services Master Agreement signed and dated on December 4, 2014. All other items not mentioned in this Task Order shall follow the Tri-Valley Intergovernmental Reciprocal Services Master Agreement and the associated requirements in Attachment B of the said agreement, including but not limited to, indemnification.

Attachment A
Scope of Work
for
Tri-Valley Potable Reuse Feasibility Study

On behalf of the Tri-Valley Water Agencies, Zone 7 of the Alameda County Flood Control and Water Conservation District (Zone 7 Water Agency or Zone 7) is contracting with Carollo Engineers (Consultant) to complete a feasibility study of potable reuse. As the water wholesaler for the Livermore-Amador Valley, also commonly referred to as the Tri-Valley, Zone 7 Water Agency (Zone 7) supplies treated water to four retail water supply agencies (Retailers): California Water Service Company-Livermore District (Cal Water), Dublin San Ramon Services District (DSRSD), City of Livermore (Livermore), and City of Pleasanton (Pleasanton). This project will be a joint effort by the Tri-Valley Water Agencies.

The primary goals of this study are to evaluate the feasibility of potable reuse for the Valley; to identify the most promising options based on technical, financial, and regulatory considerations; and, assuming that potable reuse is found to be feasible, to recommend next steps for the agencies. The options to be evaluated further include groundwater recharge/injection, surface water augmentation, and connection upstream of the Zone 7 WTPs; *direct connection to the water transmission system is not being considered at this time*. The findings and recommendations from the study will be presented to the governing bodies of the Tri-Valley Water Agencies for their consideration and potential actions.

SCOPE OF WORK

Task 1 - Literature Review:

Task 1.1 Industry Overview - TM1

- Provide overview of key potable reuse projects in California and other states including project description, project phase, time in operation, challenges/successes.
- Summarize emerging trends/technologies in potable reuse.

Deliverable: Draft technical memorandum (TM 1) to be provided at the kickoff meeting that summarizes the state of potable reuse, based on work performed for other projects and industry texts. Comments received on the Draft TM will be incorporated into the Draft Report.

Task 1.2 Review Background Documents

- Review relevant documents prepared by Zone 7, the Retailers, and/or their consultants. All documents to be reviewed will be provided by Tri-Valley Water Agencies.

Task 2 - Public Health and Regulations:

Task 2.1 Summary of Regulations and Treatment - TM 2

- Summarize current regulatory framework for potable reuse and the required treatment to meet the regulations.

Deliverable: Draft TM 2 to be provided at the kickoff meeting that summarizes the regulations and resulting public health protection of potable reuse, based on work performed for other projects and industry texts. Comments received on the Draft TM will be incorporated into the Draft Report.

Task 2.2 Policy Discussion of Public Health Goals

- Facilitate policy-level discussions to determine the appropriate number of contaminant barriers for potable reuse options based on public health, regulatory, and engineering considerations.

It is assumed that at the kickoff meeting, there will be a discussion of whether the Tri-Valley Water Agencies wish to add additional layers of public health protection goals. Any conclusions from this discussion will be added to the Draft Report.

Task 3 - Water Availability and Source Water Quality:

Task 3.1 Within Tri-Valley Projections, Availability and Timing

- Review existing and planned non-potable reuse of wastewater generated in the Tri-Valley; determine potential volumes of wastewater available for potable reuse and associated timing of availability (e.g., winter months).

Consultant will rely on existing data that will be provided by Tri-Valley Agencies (no collection of new data). It is anticipated that the data from the two wastewater treatment plants will be readily available and will be in compiled excel spreadsheets.

Task 3.2 Outside of Tri-Valley Projections, Availability and Timing

- Discuss options for potential additional wastewater sources outside of the Tri-Valley. Consultant will rely on existing data regarding outside sources that will be provided by Tri-Valley Agencies. It is anticipated that the data from any identified outside sources will be readily available and will be in compiled excel spreadsheets.

Task 3.3 Treatment Process and Source Water Evaluation and Yields

- Assess treatment requirements for current wastewater effluent quality (e.g., ammonia reduction through nitrification-denitrification or other methods; tritium in City of Livermore effluent) to achieve regulatory compliance and agreed-upon public health goals.
- Determine theoretical recovery efficiency for treatment processes.
- Identify potential process/infrastructure modifications at existing wastewater treatment plants that could facilitate potable reuse applications.
- Evaluate potential process changes at existing wastewater treatment plants to increase tertiary treatment capacity (e.g., replace use of tertiary effluent for process water at Livermore WTP with secondary effluent to free up additional tertiary filter capacity).

As part of the Treatment Process and Source Water Evaluation and Yields subtask, Consultant will include a high-level review of flow equalization, additional treatment needs (nitrification and denitrification), source control considerations, advanced treatment needs, and treatment (stabilization) to mitigate distribution system water quality impacts. Water quality of finished water and waste stream (RO concentrate or brine) will be estimated and compared to regulatory requirements.

Task 3.4 Water Balance

- Based on the above information, calculate wastewater quantities available from Tri-Valley for potable reuse application and associated timing.
- Calculate potential yields for various potable reuse options based on treatment process recovery efficiency, injection well capacity, losses through groundwater injection and recovery process,

evaporative losses, lake recharge rates, availability of storage in the COLs, etc.

As part of the Water Balance task, Consultant will compile the treatment yields with the seasonal availability and the recharge/end use yields to develop a water balance that can estimate both volume and quality. Consultant proposes to use BluePlan-it (a customizable optimization and decision support tool) to develop the water quantity and quality balance.

Task 3.5 LAVWMA Availability and Impacts

- Determine Livermore-Amador Valley Water Management Agency (LAVWMA) minimum pipeline flow and water quality requirements to meet discharge permit limits, including accounting for brine disposal.

Existing LAVWMA models and data for other dischargers will be used to estimate the impact of flow and quality in the LAVWMA pipeline. Estimates of discharge quantity and quality from Tasks 3.3 and 3.4 will be used to consider regulatory impacts of discharges in meeting LAVWMA and EBDA NPDES permit requirements.

Task 3.6 TM 3

Draft TM 3 will summarize Tasks 3.1-3.5. Comments received on the Draft TM will be incorporated into the Draft Report.

Task 4 - Alternatives for Potable Reuse:

Alternatives will be developed that combine source water, treatment, conveyance and end-use. Consultant will consider alternatives that both include previously identified options (from previous studies) as well as potential new options. Alternatives will be evaluated at a high level and then screened down to a short list of three alternatives to be evaluated in more detail. Conceptual-level design and costs will be developed for these three short-listed alternatives. Both economic and noneconomic considerations are anticipated to be used to compare alternatives.

Task 4.1 Identify Options

- Identify potable reuse options, such as groundwater injection, recharge in the COLs, surface water augmentation (COLs, Lake Del Valle, and Patterson Reservoir), direct connection to water treatment plants, and appropriate combinations.

Task 4.2 Develop Evaluation Criteria; Evaluate and Screen Options

- For various options, evaluate:
 - construction benefits (e.g., land availability, power source availability, existing facilities) and constraints (e.g., timing of acquisition of the percolation (Chain of Lakes), approval of Lake Del Valle use for surface water augmentation by other agencies),
 - operational benefits (e.g., existing trained staff) and constraints (e.g., multiple uses of lake/s including flood control and capture of groundwater from mining activities, injection capacity limitations, etc.),
 - fatal flaws, and
 - additional information required for further analysis
- Coordinate with the team working on institutional issues (separate consultant contract) to identify issues or problems that may need to be addressed for the various options.

Consultant's water balance and alternatives analysis tool (BluePlan-it) will be used for real-time scenario development of alternatives to be able to consider different configurations and to estimate water volumes, quality, costs, and impacts of each alternative.

Task 4.3 TM 4

Draft TM 4 will summarize Tasks 4.1-4.2. Comments received on the Draft TM will be incorporated into the Draft Report.

Task 4.4 Develop Short Listed Alternatives (Conceptual Design/Cost)

Using information developed in TM 4 (Options) and Tasks 5.1-5.4 (Hydrogeologic Feasibility), three short-listed alternatives will be developed in more detail.

- Based on findings from Tasks 4.1-4.3, and Tasks 5.1-5.4 recommend a short list of options to analyze further.
- Develop high-level conceptual layout of various options, including possible modification of existing wastewater treatment plants for conversion to potable reuse applications.
- Develop conceptual design (siting, treatment processes, sizing, brine disposal, transmission/distribution, etc.) for the short list of options.
- Assess power requirements, source options (e.g., PG&E, renewable energy, etc.), and related infrastructure (e.g., electrical equipment to provide additional load, etc.) for short listed alternatives.
- Estimate and compare capital and operation and maintenance costs of short-listed alternatives.
- Identify most promising option/s.

Task 4.5 TM 6

Draft TM 6 will summarize the results of Task 4.4. Comments received on the Draft TM will be incorporated into the Draft Report.

Task 5 - Hydrogeologic Feasibility:

Consultant will use a two-phase approach to develop options and alternatives that will be developed in parallel with Tasks 3 and 4. The first phase, Regional Modeling, consists of using the existing Zone 7 groundwater basin model to evaluate high-level feasibility of injection and/or percolation. **Zone 7 staff will be responsible for running the model.** The second phase, Localized Analysis, consists of a more detailed feasibility analysis of specific sites in short listed alternatives. This second phase includes evaluation of groundwater quality, potential for contaminant mobilization, and plugging potential. Task 5 is a desktop evaluation that relies on data provided by the agencies, and does not include any physical testing or drilling.

Regional Modeling Efforts:

The Regional Modeling effort tasks will use existing information that is available to evaluate the wide range of alternatives and screen them down to feasible options.

Task 5.1 Background Information and Model Review

- Review relevant data (to be provided by Tri-Valley Agencies) related to historical groundwater quality, groundwater modeling recharge/injection rates, geological studies, etc.

Task 5.2 Chain of Lakes (COL) Evaluation

- Assess COLs recharge feasibility based on existing literature and modeling results, recommend candidate lake/s, and recommend next steps for field investigation.

Task 5.3 Groundwater Model Work Plan

- Provide technical direction to Zone 7 staff on the development of a groundwater modeling work

plan so they can run the model to identify appropriate sites for recharge activities (via percolation and/or injection wells), estimate recharge/injection rates (annual and long-term), develop operational parameters (e.g., injection schedule), and identify potential water quality impacts.

- Zone 7 staff will perform the running of the existing groundwater model.

Task 5.4 Peer Review of Modeling Results

- Consultant will perform peer review of modeling results performed by Zone 7 staff.

Localized Analysis:

The localized analysis will only be performed on the three (3) shortlisted alternatives determined in Task 4.4.

Task 5.5 Site Suitability and Aquifer Recharge Rate Analysis

- From the literature review (Task 5.1), COL evaluation (Task 5.2) and modeling (Task 5.3), summarize estimates of recharge rates and aquifer capacity, aquifer features affecting injection feasibility, areas potentially suitable for injection based on water supply well locations, and data gaps.
- Assess injection well feasibility based on existing literature and modeling results, and recommend candidate sites for bench tests, field investigations, and/or pilot injection well.

Task 5.6 Water Quality Desktop Assessment

Based on literature review and historical data:

- Evaluate potential for mobilization of contaminants (e.g., arsenic, chromium) in the aquifer.
- Evaluate potential for precipitation and/or plugging of injection wells.
- Identify potential adjustments to water chemistry of injection water to minimize adverse water quality impacts.

Task 5.7 TM 5

Draft TM 5 will summarize the results of Task 5. Comments received on the Draft TM will be incorporated into the Draft Report.

Task 6 - Recommendations: The results from Tasks 4 and 5 will be summarized into a recommended alternative for further investigation.

Task 6.1 Discussion of Recommendations

- Describe recommended alternative to investigate further.
- Develop list of next steps required for implementation of preferred alternatives, including environmental, permitting, modeling, funding, outreach and pilot/field testing..
- Discuss potential impacts of recommended alternatives (for example consider impacts to surface water and identify any potential means of mitigating these impacts).

The recommendations will be incorporated into the Draft Report. No separate TM will be prepared.

Task 7 - Report and Presentations: The Draft Report will be a summary of the previously provided TMs, along with the recommendations. A short Executive Summary document (about 20 pages) will be provided for public/decision-maker use. Consultant will present at up to six Joint Liaison Committee and individual agency Boards on draft/final report, using essentially the same presentation materials.

Task 7.1 Draft Report

Task 7.2 Final Report and Executive Summary - Final report and Executive Summary will be developed based on comments received on Draft Report.

Task 7.3 Presentations to JLC Boards/Agencies (6 Meetings Planned)

- Present the findings in presentations to the governing bodies of the project partners. At least one presentation to a Joint Liaison Committee of elected officials from the Tri-Valley Water Agencies will be scheduled, and up to five briefings of individual elected boards may be scheduled.

Task 8 - Public Outreach Coordination: Consultant will support the TriValley Agencies and the Outreach Consultant (to be selected under a separate contract) by participating in five meetings..

- Support the public outreach team in developing a strategy in coordination with the progress and findings of the feasibility study.
- Assist the public outreach team in developing key messages for the public in the form of fact sheets, presentations, etc. at relevant milestones in the study.
- Participate in up to five (5) community outreach meetings or events.

Task 9 - Project Management, Workshops, and Meetings:

Task 9.1 Project Management and Invoices (assuming 15 months)

- Prepare monthly invoices and progress reports for submittal to Zone 7.

Task 9.2 Project Meetings (8 Planned)

- Conduct 8 progress meetings with the Project Management Committee (Steering Committee to participate at key times).

Task 9.3 Monthly Conference Calls

- Participate in conference calls with the Zone 7 project manager and other agency representatives on a monthly basis to keep the project on schedule and on budget.

Task 9.4 Workshops with the Management Committee and Steering Committee

Five workshops will be conducted with the Tri-Valley Water Agencies for decision-making and consensus building at key junctures of the project. A series of facilitated workshops will be held on key topic areas. A variety of facilitation methods will be used as appropriate to engage attendees and encourage participation.

- Workshop 1: Conduct a project kick-off meeting with the Project Management and Steering Committees. At this workshop will be discussed Industry History, Public Health Goals, Project Goals and Project Decision Process/Criteria.
- Workshop 2: Discuss source water quality and quantity, treatment options, and potential water quality concerns.
- Workshop 3: Identify Alternatives, combine sources, treatment and end uses, discuss preliminary hydrogeology findings, identify concerns and potential mitigations.
- Workshop 4: Discuss hydrogeology findings, screen alternatives, determine shortlist of alternatives to evaluate in more detail (3 total)
- Workshop 5: Review evaluation of shortlisted alternatives, identify recommendations and next steps.

Contingency: A contingency has been established to provide for additional services that may be required such as additional meetings or workshops.

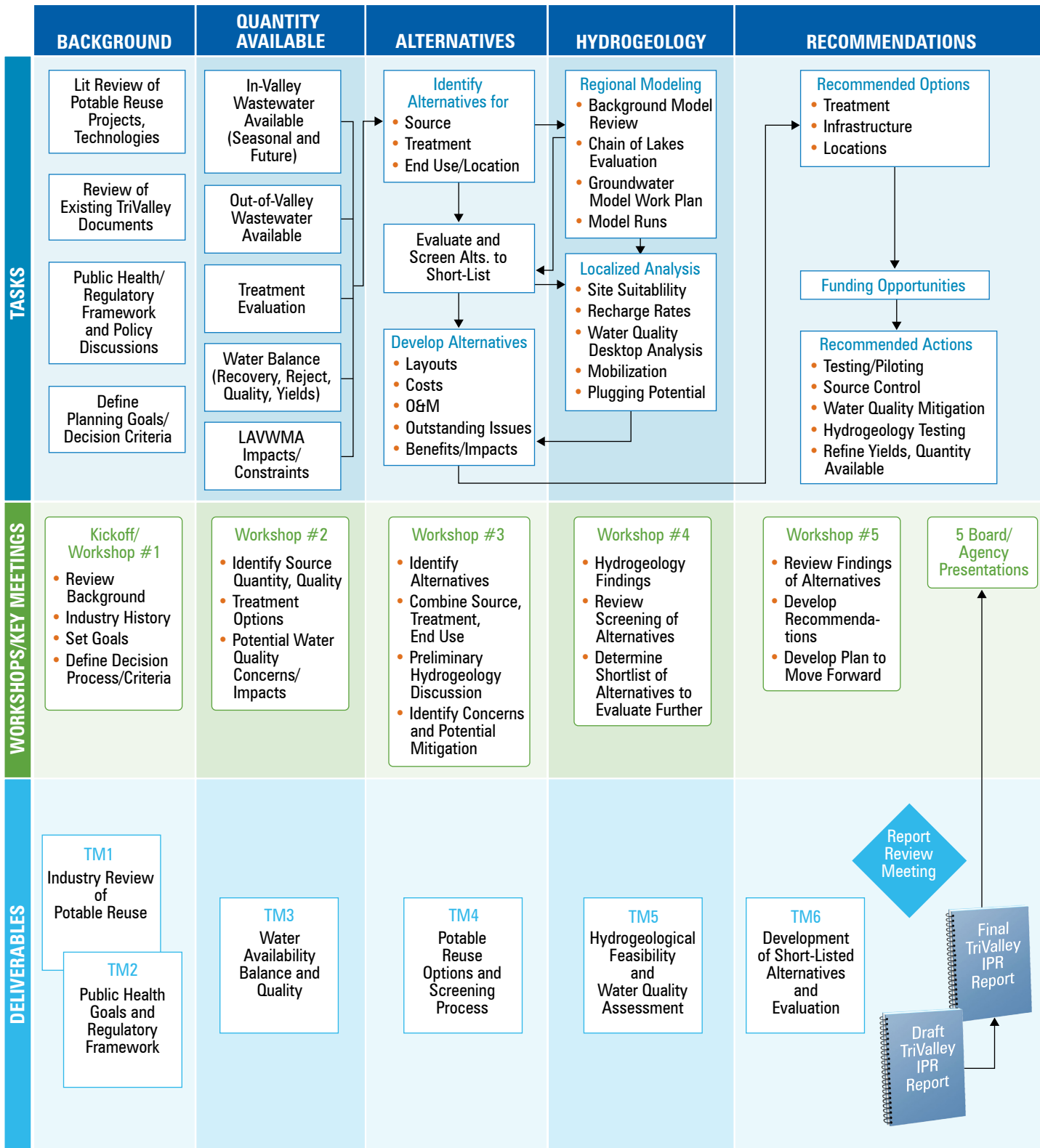
SCHEDULE

As shown in the Proposed Schedule, the assumed project duration is 15 months. Anticipated to start in October 2016 and complete in December 2017. We assume that scheduling of meetings and review of deliverables can occur in a timely fashion in order to meet the proposed schedule.

ITEMS NOT INCLUDED IN SCOPE

The following items are not included in the scope of work:

- Development of new data through sampling, field testing or pilot testing
- Development of sampling or testing plans
- Groundwater modeling or running of the existing model
- Grant funding applications
- Preliminary or final design of any project component



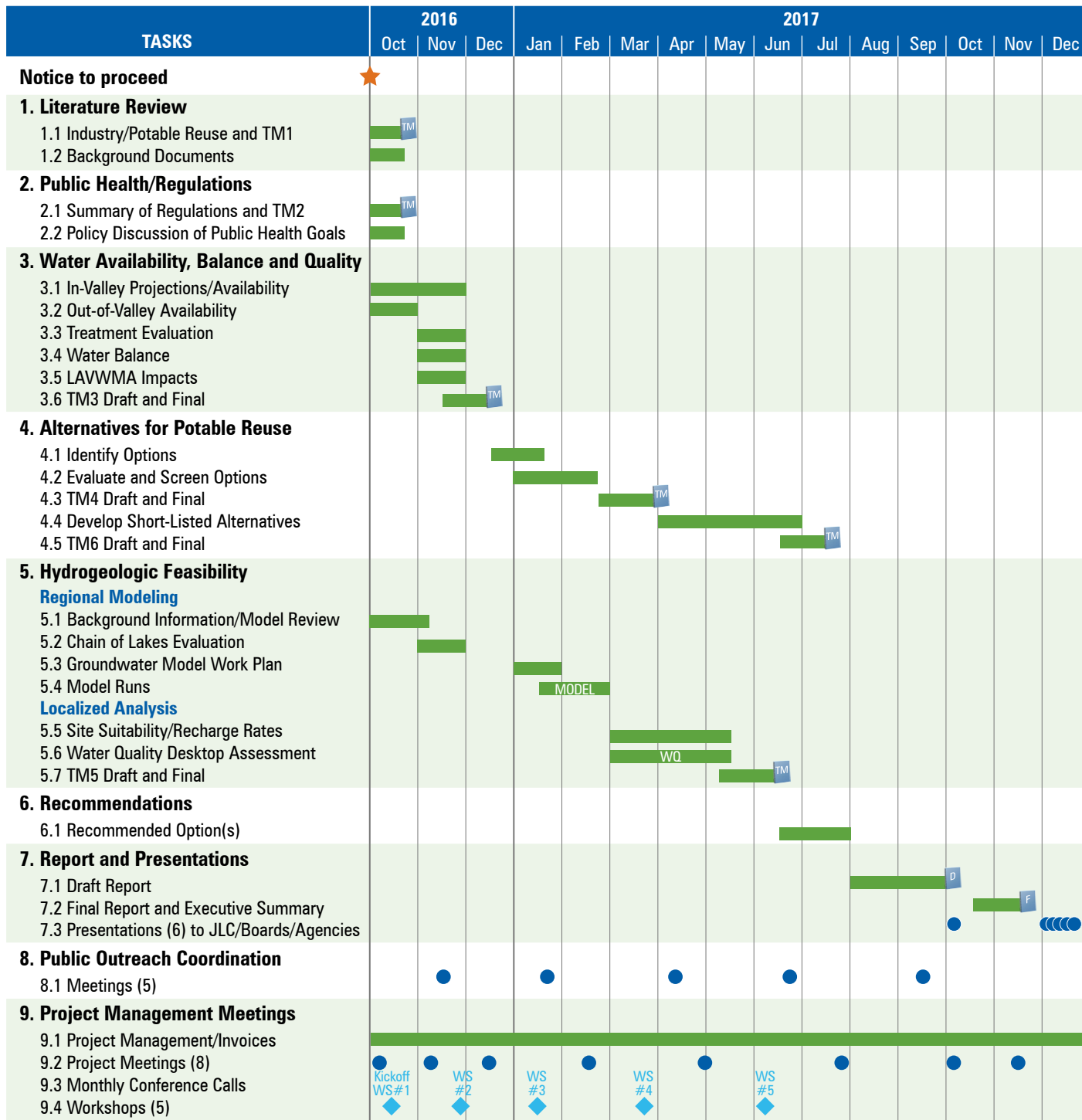
LABOR AND COST ESTIMATE

TRI-VALLEY POTABLE REUSE FEASIBILITY STUDY

REVISED 13-Sep-2016

Task	Task Description	CAROLLO ENGINEERS									Subconsultants										Total Cost							
		SP \$281	LPP \$259	PP \$240	P \$202	AP \$166	Graphics \$140	Support \$109	Carollo Hours	Carollo Labor Cost	Fugro				ASR Systems		Mosher		EOA			Carollo PECE \$11.70	Printing	Mileage Trips	0.54 Amount	ODC Cost		
											Hours		\$		Hours	\$	Hours	\$	Hrs	\$							\$	\$
											200	225	250	248	Sub Total													
TASK 1	LITERATURE REVIEW	10	20	20	8	4	0	2	64	\$15,288	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0	\$749	\$500	0	\$0	\$1,249	\$16,537			
	Task 1.1 Industry Overview and TM 1	4	8	8	0	0	0	2																				
	Task 1.2 Review Background Documents	6	12	12	8	4	0	0																				
TASK 2	PUBLIC HEALTH AND REGULATIONS	8	12	12	6	0	4	4	46	\$10,444	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0	\$538	\$500	0	\$0	\$1,038	\$11,482			
	Task 2.1 Summary of Regulations and TM 2	4	4	4	0	0	4	4																				
	Task 2.2 Policy Discussion of Public Health Goals	4	8	8	6	0	0	0																				
TASK 3	WATER AVAILABILITY AND SOURCE WATER QUALITY	38	76	108	132	72	12	16	454	\$98,322	15	\$ 3,000	20	\$ 4,500	0	\$ -	20	\$ 4,960	\$12,460	\$5,312	\$1,000	0	\$0	\$19,395	\$117,717			
	Task 3.1 Within Tri-Valley Projections, Availability and Timing	6	8	12	24	16	0	0																				
	Task 3.2 Outside of Tri-Valley Projections, Availability and Timing	4	8	12	12	8	0	0																				
	Task 3.3 Treatment Process and Source Water Evaluation and Yields	6	16	24	24	12	0	0																				
	Task 3.4 Water Balance	6	8	24	40	24	0	0		15	\$ 3,000	20	\$ 4,500															
	Task 3.5 LAVWMA Availability and Impacts	4	24	12	16	0	0	0								20	\$ 4,960											
	Task 3.6 TM 3	12	12	24	16	12	12	16																				
TASK 4	ALTERNATIVES FOR POTABLE REUSE	68	104	164	224	128	56	32	776	\$163,228	0	\$ -	0	\$ -	0	\$ -	40	\$ 9,920	\$9,920	\$9,079	\$1,000	0	\$0	\$20,495	\$183,723			
	Task 4.1 Identify Options	8	16	16	24	0	0	0								20	\$ 4,960											
	Task 4.2 Develop Evaluation Criteria; Evaluate and Screen Options	12	24	40	40	24	0	0																				
	Task 4.3 TM 4	16	12	24	40	0	16	16																				
	Task 4.4 Develop Short Listed Alternatives (Conceptual Design/Cost Estimate, 3 Planned)	16	40	60	80	80	16	0								20	\$ 4,960											
	Task 4.5 TM 6	16	12	24	40	24	24	16																				
TASK 5	HYDROGEOLOGIC FEASIBILITY	42	46	124	184	0	24	24	444	\$96,620	20	\$ 4,000	134	\$ 30,200	0	\$ -	0	\$ -	\$34,200	\$5,195	\$1,000	4	\$65	\$42,170	\$138,790			
	Regional Modeling																											
	Task 5.1 Background Information and Model Review	6	4	12	24	0	0	0				12	\$ 2,800															
	Task 5.2 Chain of Lakes Evaluation	4	4	8	24	0	0	0				12	\$ 2,800															
	Task 5.3 Groundwater Model Work Plan	4	4	32	32	0	8	8				12	\$ 2,800								2	\$64.80						
	Task 5.4 Peer Review of Modeling Results	2	6	8	16	0	0	0				8	\$ 1,800															
	Localized Analysis																											
	Task 5.5 Site Suitability and Aquifer Recharge Rate Analysis	6	8	16	24	0	0	0				36	\$ 8,000															
	Task 5.6 Water Quality Desktop Assessment	8	8	24	24	0	0	0		20	\$ 4,000	53	\$ 12,000															
	Task 5.7 TM 5	12	12	24	40	0	16	16																				
TASK 6	RECOMMENDATIONS	6	8	12	16	0	0	0	42	\$9,870	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0	\$491	\$500	0	\$0	\$991	\$10,861			
	Task 6.1 Recommended Option(s)	6	8	12	16	0	0	0																				
TASK 7	REPORT AND PRESENTATIONS	60	44	60	72	40	64	40	380	\$77,160	0	\$ -	0	\$ -	0	\$ -	24	\$ 5,952	\$5,952	\$4,446	\$2,000	6	\$194	\$12,890	\$90,050			
	Task 7.1 Draft Report	20	20	24	32	24	24	24								24	\$ 5,952											
	Task 7.2 Final Report and Executive Summary	16	8	24	32	16	24	16																				
	Task 7.3 Presentations to JLC Boards/Agencies (6 Meetings Planned)	24	16	12	8	0	16	0													6	\$194.40						
TASK 8	PUBLIC OUTREACH COORDINATION	20	12	12	0	0	12	0	56	\$13,288	0	\$ -	0	\$ -	0	\$ -			\$0	\$655	\$500	5	\$162	\$1,317	\$14,605			
	Task 8.1 Meetings (5 Planned)	20	12	12	0	0	12	0													5	\$162.00						
TASK 9	PROJECT MANAGEMENT, WORKSHOPS AND MEETINGS	155	90	147	87	0	70	0	549	\$129,519	0	\$ -	58	\$ 13,500	60	\$ 15,000	20	\$ 4,960	\$33,460	\$6,423	\$0	17	\$551	\$42,107	\$171,626			
	Task 9.1 Project Management and Invoices (assuming 15 months)	30	0	15	0	0	30	0				13	\$ 3,000															
	Task 9.2 Project Meetings (8)	32	32	48	32	0	0	0													12	\$388.80						
	Task 9.3 Monthly Conference Calls	18	18	24	15	0	0	0				11	\$ 2,500															
	Task 9.4 Workshops (5 Planned)	75	40	60	40	0	40	0				33	\$ 8,000	60	\$ 15,000	20	\$ 4,960				5	\$162.00						
Task Total		407	412	659	729	244	242	118	2811	\$613,739		\$7,000		\$48,200		\$15,000		\$25,792	\$95,992	\$32,889	\$7,000	\$32	\$972	\$141,652	\$755,391			
Contingency																						\$44,609						
Total																						\$800,000						

SP Senior Professional
LPP Lead Project Professional
PP Project Engineer (Project Professional)
P Engineer (Professional)
AP Engineer (Assistant Professional)
CAD CAD/Graphics Technician
Support Support Staff/Document Processing
PECE: Project Equipment and Communication Expense





Reference Assistant General Manager	Type of Action Approve Agreement	Board Meeting of October 4, 2016
Subject Approve the Joint Community Facilities Agreement among the Dublin San Ramon Services District, Dublin Crossing LLC and the City of Dublin		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input checked="" type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	J. Archer
		<input type="checkbox"/> Board Member

Recommendation:

Staff recommends the Board of Directors approve, by Resolution, the Joint Community Facilities Agreement among the Dublin San Ramon Services District, Dublin Crossing LLC and the City of Dublin.

Summary:

The City of Dublin (“City”) has conducted proceedings under the Mello-Roos Community Facilities Act of 1982 (“Act”) to form the City of Dublin Community Facilities District No. 2015-1 (Dublin Crossing) (“CFD”) and will be conducting proceedings to issue taxable or tax-exempt debt, in one or more series, in one or more improvement areas, to finance certain public facilities.

The funds provided through the CFD proceedings are solely for the purpose of payment for the District facilities, development capacity fees and other facilities. Each local agency shall be solely and separately responsible for all other aspects of planning, acquiring, constructing, reconstructing, rehabilitating, furnishing, equipping and owning its own facilities.

The District shall have no obligation or responsibility whatsoever with respect to the issuance and sale of bonds with respect to the CFD, any improvement area located therein or the payment of the principal thereof and interest thereon, or the levy of the special taxes provided for in this Agreement to provide for the payment of such principal and interest. The City shall be responsible for all such matters in accordance with the CFD proceedings themselves.

This agreement is supportive of the City of Dublin initiative to develop the Camp Parks property. District Fees will be collected directly from the City of Dublin on behalf of the developer. The development represents an estimated 1,600 dwelling unit equivalents and will generate \$48 Million in Capacity Fee revenue across all District funds during the 10-year project life. District Fees will be collected directly from the City of Dublin on behalf of the developer. The Agreement has been reviewed by District General Counsel and Bond Counsel at Jones Hall.

Staff will answer any questions about the proposed Agreement.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Yes	ORIGINATOR J. Archer	DEPARTMENT Executive	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0.	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. 2.			

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT AUTHORIZING EXECUTION OF A JOINT COMMUNITY FACILITIES AGREEMENT AMONG DUBLIN SAN RAMON SERVICES DISTRICT, DUBLIN CROSSING, LLC, AND THE CITY OF DUBLIN

WHEREAS, the City of Dublin (“City”) has conducted proceedings under the Mello-Roos Community Facilities Act of 1982 to form the City of Dublin Community Facilities District No. 2015-1 (Dublin Crossing) and will be conducting proceedings to issue taxable or tax-exempt debt to finance certain public facilities and certain capital fees; and

WHEREAS, the public facilities to be financed include certain facilities to be owned and operated by Dublin San Ramon Services District (“District”), and the capital fees to be financed include certain District fees as described in the joint community facilities agreement with the City and Dublin Crossing, LLC (“Developer”); and

WHEREAS, the Dublin city council has, prior to the execution of the agreement, duly considered the contents of the agreement and has determined, by resolution, that the execution of the agreement would be beneficial; and

WHEREAS, the District is willing to cooperate with the City in accomplishing the financing of certain of its facilities and District fees through the City of Dublin Community Facilities District No. 2015-1 (Dublin Crossing) (“CFD”); and

WHEREAS, the agreement recites that the District, the Developer and the City wish to provide that the funds provided through the CFD proceedings are solely for the purpose of payment for certain District facilities, certain District fees, and other facilities and fees, and that each local agency shall be solely and separately responsible for all other aspects of planning, acquiring, constructing, reconstructing, rehabilitating, furnishing, equipping, and owning its own facilities.

Res. No. _____

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, as follows:

1. That certain agreement titled "Joint Community Facilities Agreement," (Exhibit A) by and among Dublin San Ramon Services District, a California public agency, Dublin Crossing LLC, and the City of Dublin is hereby determined to be beneficial to future District residents/customers within the CFD and is therefore approved.
2. The General Manager is hereby authorized to make non-substantive changes thereto, as approved by District General Counsel, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said agreement for and on behalf of Dublin San Ramon Services District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 4th day of October 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

D.L. (Pat) Howard, President

ATTEST: _____

Nicole Genzale, District Secretary

JOINT COMMUNITY FACILITIES AGREEMENT

This Joint Community Facilities Agreement, dated as of _____, 2016, among the Dublin San Ramon Services District (“Local Agency”), Dublin Crossing LLC (“Developer”) and the City of Dublin (“City”) (collectively referred to herein as “Parties” and individually as a “Party”) is made under the City of California Government Code Section 53316.2.

WHEREAS, the City has conduct proceedings under the Mello-Roos Community Facilities Act of 1982 (“Act”) to form the City of Dublin Community Facilities District No. 2015-1 (Dublin Crossing) (“CFD”) and will be conducting proceedings to issue taxable or tax-exempt debt, in one or more series, in one or more improvement areas, to finance certain public facilities (such facilities hereinafter called “Facilities”), which include certain Facilities to be owned and operated by the Local Agency (“Local Agency Facilities”) and certain capital fees (“Local Agency Fees”), and certain Facilities to be owned and operated by other local agencies that enter into a joint community facilities agreement with the City and the Developer (“Other Local Agencies”); and

WHEREAS, the Governing Board of the Local Agency and the City Council of the City have, prior to the execution of this Agreement, duly considered the contents of this Agreement and have each determined, by resolution, that the execution of this Agreement would be beneficial; and

WHEREAS, the Local Agency is willing to cooperate with the City in accomplishing the financing of the Local Agency Facilities to be authorized by the CFD; and

WHEREAS, the Parties wish to provide that the funds provided through the CFD proceedings are solely for the purpose of payment for the Local Agency Facilities, the Local Agency Fees, and other Facilities, and that each local agency shall be solely and separately responsible for all other aspects of planning, acquiring, constructing, reconstructing, rehabilitating, furnishing, equipping, and owning its own Facilities.

NOW, THEREFORE, the Parties agree as follows:

1. This Agreement is determined to be beneficial to future residents/customers of the Local Agency within the CFD and in the best interests of the City and the future residents of the area within the CFD.
2. The above recitals are agreed to by the Parties.
3. Pursuant to Government Code Section 53316.2, the City has conducted proceedings under the Act to form the CFD and will conduct proceedings to issue taxable and tax-exempt debt, in one or more series, in one or more improvement areas within the CFD, by and through the CFD (“Bonds”), to authorize the financing of, among other Facilities, the Local Agency Facilities and

the Local Agency Fees, which Local Agency Facilities and Local Agency Fees shall be those shown on Exhibit A, attached hereto and incorporated herein by this reference.

4. For Local Agency Facilities, upon completion of the Local Agency Facilities and the inspection and approval of the Local Agency Facilities by the Local Agency in accordance with the Local Agency's policies and procedures, the City shall pay the Local Agency the purchase price of the Local Agency Facilities from the proceeds of the Bonds and the levy of special taxes in the CFD.

5. For Local Agency Fees, the CFD shall reimburse the Developer from proceeds of the Bonds and the levy of special taxes in the CFD for the Local Agency Fees paid by the Developer to the Local Agency.

6. The City shall administer all aspects of the CFD, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering any Bonds which may be issued in respect of the CFD and any improvement area located therein, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The Local Agency will cooperate fully with the City with respect to the requirements of the Internal Revenue Code and to the extent information is required of the Local Agency to enable the City to perform its disclosure and continuing disclosure obligations with respect to the Bonds, although the Local Agency will not participate in nor be considered a participant in the Mello-Roos proceedings (other than as a Party to this Agreement) nor will it, for any purpose, be or be considered to be an issuer of the Bonds. The City is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with Other Local Agencies with respect to the Bonds.

The Local Agency shall have no obligation or responsibility whatsoever with respect to the issuance and sale of Bonds with respect to the CFD (or any improvement area located therein) or the payment of the principal thereof and interest thereon, or the levy of the special taxes provided for in this Agreement to provide for the payment of such principal and interest. The City shall be responsible for all such matters in accordance with the CFD proceedings themselves. All amounts of special taxes that are required to pay debt service on the Bonds issued by and through the CFD and any improvement areas located therein shall be collected by the County of Alameda for and on behalf of the City.

7. The Parties acknowledge that neither the Local Agency nor the City has any obligation to defend this Agreement or the City or the CFD in the face of any challenge to any aspect of the use of CFD proceeds for funding the Local Agency Facilities and Local Agency Fees. The Developer shall indemnify, defend (with counsel reasonably chosen by the Local Agency, at the Local Agency's option), and hold the Local Agency and its employees, officers, agents and board members harmless against all claims which arise out of the CFD, the development being facilitated thereby, this Agreement, or in connection with the parties' performance of their respective obligations under this Agreement. This indemnity will not extend to any claim arising solely from the Local Agency's failure to perform its obligations under this Agreement. The provisions of this Section 7 will survive any termination of this Agreement.

8. The Local Agency hereby consents to the formation of the CFD (and any current and future improvement areas located therein) in conformance with this Agreement with the understanding that the City will take each and every step required for or suitable for consummation of the proceedings, the levying, collecting and enforcement of the special taxes, and the issuance, sale, delivery and administration of Bonds, all without binding the Local Agency or obligating the Local Agency's funds.

9. This Agreement may be amended by a writing duly authorized, executed and delivered by the Parties, except that no amendment may be made after the issuance of Bonds of the CFD that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions or bond indentures or like instruments governing the issuance, delivery and administration of all outstanding Bonds.

10. All notices or other communications that may be given under this Agreement shall be in writing and shall be served personally, or by certified or first class mail, postage prepaid, addressed as follows, or to such other address as either party may provide to the other party in writing:

THE LOCAL AGENCY: Dublin San Ramon Services District
7051 Dublin Blvd.
Dublin, California 94568
Attn: General Manager

CITY: City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attn: City Manager

DEVELOPER: Dublin Crossing LLC
500 La Gonda Way, Suite 100
Danville, CA 94526
Attn: Gregory Glenn

11. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

12. This Agreement shall inure solely to the benefit of the City, the Local Agency, and the Developer, and shall create no rights in any other person or entity.

13. This Agreement may not be assigned to another party without the written consent of all parties hereto.

14. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

15. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of California applicable to contracts made and performed in California, without application of conflict of law principles.

16. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

DUBLIN SAN RAMON SERVICES DISTRICT

By: _____

Title: _____

Attest:

Nicole Genzale, District Secretary

CITY OF DUBLIN

By: _____

Title: _____

DUBLIN CROSSING LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A
DESCRIPTION OF THE
LOCAL AGENCY FACILITIES

Facilities to be owned by Local Agency constructed in connection with the development of the Property, and all costs of site acquisition, planning, design, engineering, legal services, materials testing, coordination, surveying, construction staking, construction inspection and any and all appurtenant facilities and appurtenant work relating thereto, including, but not limited to:

- Backbone Sanitary Sewer improvements (including, but not limited to, laterals, monitoring manholes, manholes, pavement, and striping).
- Backbone Potable Water improvements (including, but not limited to, water mains, stubs, valves, air vac, blow off, fittings, fire hydrant assemblies, thrust blocks, cap, and striping).
- Backbone Recycled Water improvements (including, but not limited to, water mains, stubs, valves, air vac, blow off, fittings, thrust blocks, cap, and striping).
- Water facilities financed by the Water Capacity Reserve Fee for each connection in the CFD.
- Water facilities financed by the Water Meter Assembly Fee for each connection in the CFD.
- Wastewater facilities financed by the Wastewater Capacity Reserve Fee for each connection in the CFD.



Reference Assistant General Manager	Type of Action Receive Report and Provide Direction	Board Meeting of October 4, 2016
Subject Receive Report from the Assistant General Manager on the Proposed Changes to Zone 7 Water Rate and Provide Direction		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	J. Archer
		<input type="checkbox"/> Board Member

Recommendation:

Staff recommends the Board of Directors receive a report from the Assistant General Manager on the proposed changes to Zone 7 water rate and provide direction.

Summary:

Zone 7 Water Agency (Zone 7) sets water rates annually to be effective on January 1. For the past two years, Zone 7 finance staff have been reviewing the adequacy of their rate structure in light of the drought conditions and the heavy use of agency reserves. Zone 7 staff has been meeting with retailers and the Zone 7 Finance Committee.

Three key proposals have been discussed thus far:

- Implementation of fixed rate methodology—moving 35% of Zone 7’s expenses to fixed rates and the remaining 65% stays in variable rates
- FY 2015/16 lost revenue recovery—recovering \$4M in net revenues not realized in FY 2015/16
- Increasing operating reserves—increasing operating reserves by another \$6M to increase operating reserves to minimum levels to be established through new reserve policy (approximately 40% to 50% of operating expenses)

The current Zone 7 rate, including the drought surcharge, is \$3.15. A 13% (10% cost adjustment and 3% CPI) is already approved for implementation on January 1, 2017. The Zone 7 Board will meet on Wednesday evening, September 28, 2016, at 5 p.m. Staff will provide a verbal update to the Board summarizing the September 28 Zone 7 discussion.

Potential actions on behalf of DSRSD:

- Reduce the Zone 7 volume based pass-through consumption charge
- Adopt the water service charge (fixed charge) to include Zone 7 fixed rate charges
- Proposition 218 noticing of change in billing methodology (new pass through component)

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR J. Archer	DEPARTMENT Executive	REVIEWED BY J. Archer
ATTACHMENTS <input checked="" type="checkbox"/> None						
<input type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$30,000 (Prop 218)	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. 2. 3.			