



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY

156 S. Broadway, Ste. 270, Turlock, CA 95380

(209) 668-4142 (phone) (209) 668-5695 (fax)

Special Board Meeting Notice & Agenda

March 28, 2019 at 3:30 p.m.

156 S. Broadway, Turlock, CA, Second Floor, Yosemite Conference Room

Chair, Chris Vierra
Vice Chair, Vacant
Director, Amy Bublak
Director, Bret Durossette
Director, Gil Esquer
Director (alternate), Channce Condit
Director (alternate), Nicole Larson

General Manager, Robert Granberg
Interim Legal Counsel, Richard P. Shanahan
Board Secretary, Allison Martin

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Stanislaus Regional Water Authority (SRWA) meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, contact the Board Secretary at the phone number set forth above. The Board is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the Board to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the Board on any item appearing on the agenda, including Consent Calendar and Scheduled Matters, before or during the Board's consideration of the item.

AGENDA PACKETS: Prior to the Stanislaus Regional Water Authority Board meeting, a complete Agenda Packet (excluding any closed session materials) is available for review on the SRWA's website at www.stanrwa.org and in the Board Secretary's Office at 156 S. Broadway, Suite 270, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda Packet are also available for public inspection in the Board Secretary's Office at the address set forth above. Such documents may be available on the SRWA's website subject to staff's ability to post the documents before the meeting.

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:

- A. Appointment: Chair
- B. Appointment: Vice Chair

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

- 1. General Manager Update (*Granberg*)
- 2. Finance Director Report (*Lorenzi*)

C. PUBLIC PARTICIPATION: This time is set aside for members of the public to address the Board concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Board addresses the matter.

4. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. **CONSENT CALENDAR:** Information concerning the Consent items listed below has been forwarded to each Board member prior to this meeting for study. Unless the Chair, a Board member, or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Board. The action taken by the Board in approving the Consent items is set forth in the explanation of the individual items.

A. *Motion:* Accepting minutes of Special Meeting of November 16, 2018

6. PUBLIC HEARINGS: None

7. SCHEDULED MATTERS

- A. Approve amendments to the Bylaws of the Stanislaus Regional Water Authority. (*Granberg*)

Recommended Action:

Motion: Approving amendments to the Bylaws of the Stanislaus Regional Water Authority.

- B. Authorize a WaterSMART water and energy efficiency grant application with the Bureau of Reclamation. (*Granberg*)

Recommended Action:

Resolution: Authorizing a WaterSMART water and energy efficiency grant application with the Bureau of Reclamation

- C. Accept Geer Road Ranch, LLC easements and appropriate \$126,000 to account number 950-53-552.51001 "Property Acquisition" to provide funding for permanent and temporary easement acquisitions related to the Ceres Finished Water Transmission Main Alignment to be funded by contributions from the City of Ceres. (*Granberg*)

Recommended Action:

Resolution: Accepting Geer Road Ranch, LLC easements and appropriating \$126,000 to account number 950-53-552.51001 "Property Acquisition" to provide funding for permanent and temporary easement acquisitions related to the Ceres Finished Water Transmission Main Alignment to be funded by contributions from the City of Ceres.

- D. Approve an amendment to the Special Services Agreement with West Yost Associates for the Wet Well Design Revision, Surface Water Supply Project (Project) to provide on-going "Engineering Services During Construction (ESDC)" for the Project and increasing the contract amount by \$29,273 to a new total of \$419,432, and appropriate \$29,273 to account number 950-53-552.51800_001 "Wet Well Design" to be funded by contributions from SRWA participating members in accordance with previously approved cost sharing agreements. (*Granberg*)

Recommended Action:

Motion: Approving an Amendment to the Special Services Agreement with West Yost Associates for the Wet Well Design Revision, Surface Water Supply Project (Project) to provide on-going "Engineering Services During Construction (ESDC)" for the Project and increasing the contract amount by \$29,273 to a new total of \$419,432

Resolution: Appropriating \$29,273 to account number 950-53-552.51800_001 "Wet Well Design" to be funded by contributions from SRWA participating members in accordance with previously approved cost sharing agreements

- E. Approve a letter/agreement with Modesto Irrigation District concerning cooperation and cost sharing on a Tuolumne River watershed sanitary survey. (*Granberg*)

Recommended Action:

Resolution: Approving a letter/agreement with Modesto Irrigation District concerning cooperation and cost sharing on a Tuolumne River watershed sanitary survey

8. MATTERS TOO LATE FOR THE AGENDA

9. BOARD ITEMS FOR FUTURE CONSIDERATION

- 10. BOARD COMMENTS:** Board members may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

11. NEXT MEETING DATE: April 25, 2019, Regular meeting

12. ADJOURNMENT

The foregoing meeting is hereby called by Chair Vierra at the above mentioned date and time pursuant to California Government Code § 54956.



Chris Vierra, Chair



To: SRWA Board
From: Marie Lorenzi, Finance Director
Subject: Financial Summary as of March 22, 2019

Attached Financial Documents include:

Activity through 6-30-2018

No changes from information previously provided.

Activity for 6-30-2019 as of 3-22-2019

1 - SRWA financial status as of 3-22-2019 for the 2018-19 fiscal year (Exhibit A)

Revenue received from the participating agencies \$6,305,900
Expenses paid total \$3,895,719.01

2 - SRWA financial status - life to date as of 3-22-2019 (Exhibit B)

Revenue life to date totals \$11,788,148.15 (includes \$4,397.78 of interest)
Expenses life to date total \$9,356,584.55
Cumulative unexpended Revenues \$2,431,563.60

3 - Invoices submitted but unpaid as of 3-22-2019

The following invoices are in the process of being paid at 3-22-2019 and the related costs are not included in the information presented in Exhibits A - B.

Horizon Environmental (orig contract) - Feb 2019	\$ 6,034.25
Horizon Environmental (Phase II) - Feb 2019	8,148.64
Inferrera Construction Mgmt - Jan 2019	15,618.00
Inferrera Construction Mgmt - Feb 2019	23,302.00
Total in payment processing as of 3-22-2019	<u>\$ 53,102.89</u>

Stanislaus Regional Water Authority

For FY 2018-19 (Updated 3-22-2019)

Account Name	Original Budget	Amendments	Amended Budget 2018-19	Unaudited Actual 2018-19	Ceres	Turlock	TID	Totals for 2018-19
REVENUES								
Interest Income			0.00					0.00
34900_01 Agency Contribution - City of Turlock	8,198,150.00		8,198,150.00	3,200,000.00		3,200,000.00		3,200,000.00
34900_02 Agency Contribution - City of Ceres	5,456,850.00		5,456,850.00	2,178,900.00	2,178,900.00			2,178,900.00
34900_004 Agency Contribution - Turlock Irrigation District	2,062,360.00		2,062,360.00	927,000.00			927,000.00	927,000.00
Total Revenues	15,717,360.00	0.00	15,717,360.00	6,305,900.00	2,178,900.00	3,200,000.00	927,000.00	6,305,900.00
EXPENDITURES								
43011 Gov't Relations	37,350.00		37,350.00	27,377.50	13,688.75	13,688.75		27,377.50
43055_002 Consultant Audit	4,440.00		4,440.00	2,200.00	1,100.00	1,100.00		2,200.00
43060_012 Contract Services Program Mgmt	4,817,610.00		4,817,610.00	1,299,997.42	625,509.76	638,588.27	35,899.39	1,299,997.42
43060_021 Contract Services General Manager	300,000.00		300,000.00	125,606.75	62,803.38	62,803.37		125,606.75
43060_022 Contract Services - Contractor Finan Eval	42,515.00		42,515.00	38,650.00	18,944.30	18,944.30	761.40	38,650.00
43060_023 Contract Services - Watershed Sanitary Survey	100,000.00		100,000.00					
43195 Special Legal Counsel	440,505.00		440,505.00	117,622.98	57,795.78	57,795.78	2,031.42	117,622.98
43329 Environmental Services	100,805.00		100,805.00	13,846.70	6,923.35	6,923.35	0.00	13,846.70
43332 Permitting	53,500.00		53,500.00	9,276.00	4,638.00	4,638.00		9,276.00
43332_001 Permitting - Environmental Mitigation	120,000.00		120,000.00					
51001 Property Acquisition - Delivery Facilities	1,436,675.00		1,436,675.00		0.00	0.00		0.00
51001 Property Acquisition - Regional Facilities	50,700.00		50,700.00					
51800_001 Wet Well Design	46,465.00		46,465.00	32,703.96	8,722.15	17,441.02	6,540.79	32,703.96
51800_001 Wet Well Construction								
51801_001 Construction Contract (Overaa)	7,297,400.00		7,297,400.00	2,023,103.00	540,168.50	1,078,313.90	404,620.60	2,023,103.00
51801_002 Construction Management (Infrerra)	607,755.00		607,755.00	131,650.81	35,150.78	70,169.87	26,330.16	131,650.81
51801_005 Environmental (Horizon)	232,040.00		232,040.00	72,760.34	25,450.68	36,771.21	10,538.45	72,760.34
43105_003 Interdepartmental Admin Support								
Legal			0.00		0.00	0.00		0.00
Clerical	12,500.00		12,500.00		0.00	0.00		0.00
Financial/Accounting	10,000.00		10,000.00		0.00	0.00		0.00
Admin Support - Ceres			0.00		0.00	0.00		0.00
43106_001 Supplies	100.00		100.00	129.45	64.73	64.72		129.45
44035 Photocopies	200.00		200.00	44.10	22.05	22.05		44.10
44040_000 Postage	5,000.00		5,000.00		0.00	0.00		0.00
47010 Bank Charges	50.00		50.00		0.00	0.00		0.00
47040_000 Dues	750.00		750.00	750.00	375.00	375.00		750.00
47090_001 Testing & Recruitment - General Manager			0.00		0.00	0.00		0.00
47095_000 Training	1,000.00		1,000.00		0.00	0.00		0.00
Total Expenditures	15,717,360.00	0.00	15,717,360.00	3,895,719.01	1,401,357.21	2,007,639.59	486,722.21	3,895,719.01
Revenues Over (Under) Expenditures	0.00	0.00	0.00	2,410,180.99	777,542.79	1,192,360.41	440,277.79	2,410,180.99

0.00

Stanislaus Regional Water Authority
Updated as of 3-22-2019

	City of Ceres	City of Turlock	TID	Project to Date Total Since Dec 2015	Actuals Thru 6/30/2018	Actuals For 2018-19	Total
Agency Contributions							
Received from Agencies - 2015-16	379,561.50	347,487.50		727,049.00	727,049.00		727,049.00
Received from Agencies - 2016-17	1,138,659.60	1,175,000.00	106,958.25	2,420,617.85	2,420,617.85		2,420,617.85
Received from Agencies - 2017-18	1,055,176.00	1,160,500.00	114,507.52	2,330,183.52	2,330,183.52		2,330,183.52
Received from Agencies - 2018-19	2,178,900.00	3,200,000.00	927,000.00	6,305,900.00	6,305,900.00		6,305,900.00
Interest Income	2,198.89	2,198.89		4,397.78	4,397.78		4,397.78
				0.00	0.00		0.00
Total Agency Contributions	4,754,495.99	5,885,186.39	1,148,465.77	11,788,148.15	5,482,248.15	6,305,900.00	11,788,148.15
Expenditures							
Government Relations	(74,723.55)	(74,723.55)	0.00	(149,447.10)	(122,069.60)	(27,377.50)	(149,447.10)
Environmental Services (Phase I)	(240,408.00)	(240,408.00)	(32,520.11)	(513,336.11)	(499,489.41)	(13,846.70)	(513,336.11)
Project Management Services	(2,470,307.78)	(2,578,857.75)	(118,572.08)	(5,167,737.61)	(3,867,740.19)	(1,299,997.42)	(5,167,737.61)
Special Legal Expenses	(140,894.46)	(140,894.46)	(2,868.53)	(284,657.45)	(167,034.47)	(117,622.98)	(284,657.45)
Wet Well Design (West Yost)	(146,269.51)	(165,609.73)	(77,969.81)	(389,849.05)	(359,418.34)	(32,703.96)	(392,122.30)
Fees to Stan County-CEQA related to wet well Permitting	(1,136.63)	(1,136.62)	0.00	(2,273.25)			
	(10,768.58)	(10,768.59)	0.00	(21,537.17)	(12,261.17)	(9,276.00)	(21,537.17)
Wet Well Construction							
Construction Contract	(540,168.50)	(1,078,313.90)	(404,620.60)	(2,023,103.00)		(2,023,103.00)	(2,023,103.00)
Construction Management	(39,418.38)	(78,689.09)	(29,526.87)	(147,634.34)	(15,983.53)	(131,650.81)	(147,634.34)
Environmental (Phase II)	(37,899.72)	(61,622.67)	(19,863.58)	(119,385.97)	(46,625.63)	(72,760.34)	(119,385.97)
Contractor Financial Evaluation	(18,944.30)	(18,944.30)	(761.40)	(38,650.00)	0.00	(38,650.00)	(38,650.00)
Administrative Support							
Clerical Services	(9,773.80)	(9,773.79)	0.00	(19,547.59)	(19,547.59)		(19,547.59)
Accounting Services	(11,093.34)	(11,093.34)	0.00	(22,186.68)	(22,186.68)		(22,186.68)
Interim JPA attorney	(2,662.50)	(2,662.50)	0.00	(45,325.00)	(45,325.00)		(45,325.00)
Interim General Manager	(121,991.80)	(121,991.80)	0.00	(243,983.60)	(243,983.60)		(243,983.60)
General Manager	(75,918.66)	(75,918.65)	0.00	(151,837.31)	(26,230.56)	(125,606.75)	(151,837.31)
External Audit	(4,850.00)	(4,850.00)	0.00	(9,700.00)	(7,500.00)	(2,200.00)	(9,700.00)
Supplies and other Miscellaneous Expenses	(3,196.66)	(3,196.66)	0.00	(6,393.32)	(5,469.77)	(923.55)	(6,393.32)
Total Expenditures	(3,970,426.17)	(4,699,455.40)	(686,702.98)	(9,356,584.55)	(5,460,865.54)	(3,895,719.01)	(9,356,584.55)
Contributions over (under) Expenditures - project to date	784,069.82	1,185,730.99	461,762.79	2,431,563.60	21,382.61	2,410,180.99	2,431,563.60



1. A. **CALL TO ORDER:** Chair Vierra called the meeting to order at 10:00 a.m.
PRESENT: Director Esquer, Director Lane, Vice Chair DeHart, Chair Vierra
ABSENT: None

B. **SALUTE TO THE FLAG**

2. **RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:** None

3. A. **SPECIAL BRIEFINGS:** None

B. **STAFF UPDATES:**

1. General Manager Robert Granberg provided an update on major Technical Advisory Committee (TAC) and Program Management Team activities for the month of November, including a recommended short-list of Design-Build teams and wet well construction activities with pictures of the site under construction. Critical path items are moving forward, including discussions with Stanislaus County regarding pipeline alignments and road restoration, and coordinating with the State of California on the SRF Loan.
2. Finance Director Marie Lorenzi provided an update on financial activity through June 30, 2019, as of November 9, 2018. Revenue and expenses were reviewed.

C. **PUBLIC PARTICIPATION:**

Citizen Milt Trieweler presented information regarding air quality, water quality and pollutants.

4. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

5. **CONSENT CALENDAR:**

Action: Motion by Director Lane, second by Vice Chair DeHart, adopting the consent calendar and approving the minutes of the Regular Meeting of October 25, 2018. Motion carried by the following vote:

Director Esquer	Director Lane	Vice Chair DeHart	Chair Vierra
Yes	Yes	Yes	Yes

6. **PUBLIC HEARINGS:** None

7. **SCHEDULED MATTERS:**

- A. General Manager Granberg requested to adopt the 2019 Stanislaus Regional Water Authority Board Meeting Schedule for 2019, consistent with the SRWA Bylaws. The schedule provides a reminder of meeting dates and agenda item due dates.

Discussion:

Chair Vierra asked the SRWA Secretary to email the schedule to the SRWA Board members for their calendars.

Chair Vierra opened public participation. There being no public response, Chair Vierra closed public participation.

Action: Motion by Vice Chair DeHart, second by Director Lane, adopting the 2019 Stanislaus Regional Water Authority Board Meeting Schedule for 2019. Motion carried by the following vote:

Director Esquer	Director Lane	Vice Chair DeHart	Chair Vierra
Yes	Yes	Yes	Yes

- B. General Manager Granberg requested to approve the short-list of the three Design-Build (DB) teams recommended by the Technical Advisory Committee (TAC) and invite those teams to submit a proposal in response to the Request for Proposals (RFP) to be issued by the SRWA, and approve the RFP in substantially the form as presented at this meeting and authorize the General Manager to finalize, sign, and issue the RFP, and any associated addenda, to the short-listed DB teams on behalf of the SRWA for the Raw Water Pump Station, Raw and Finished Water Transmission Mains, Water Treatment Plant and Replacement Bridge at Aldrich Road and Ceres Main Canal Project elements, and approve the DB Contract and Technical Appendices in substantially the form as presented at this meeting and authorize the General Manager to include it with the RFP that is issued to the short-listed DB teams on behalf of the SRWA.

Lindsay Smith from West Yost presented the project delivery selection (procurement), the statement of qualifications evaluation, the request for proposals and recommended actions.

Discussion:

Vice Chair DeHart thanked the design-build teams for being present at the SRWA Board meeting and declaring an interest in the project. Vice Chair DeHart complimented the RFP document and process.

Chair Vierra thanked the design-build teams for attending the SRWA Board meeting and being involved in the project.

Chair Vierra opened public participation. There being no public response, Chair Vierra closed public participation.

Action: Motion by Director Lane, second by Vice Chair DeHart, approving the short-list of the three Design-Build (DB) teams recommended by the Technical Advisory Committee (TAC) and inviting those teams to submit a proposal in response to the Request for Proposals (RFP) to be issued by the SRWA. Motion carried by the following vote:

Director Esquer	Director Lane	Vice Chair DeHart	Chair Vierra
Yes	Yes	Yes	Yes

Action: Motion by Vice Chair DeHart, second by Director Lane approving the RFP in substantially the form as presented at this meeting and authorizing the General Manager to finalize, sign, and issue the RFP, and any associated addenda, to the short-listed DB teams on behalf of the SRWA for the Raw Water Pump Station, Raw and Finished Water Transmission Mains, Water Treatment Plant and Replacement Bridge at Aldrich Road and Ceres Main Canal Project elements. Motion carried by the following vote:

Director Esquer	Director Lane	Vice Chair DeHart	Chair Vierra
Yes	Yes	Yes	Yes

Action: Motion by Vice Chair DeHart, second by Director Lane approving the DB Contract and Technical Appendices in substantially the form as presented at this meeting and authorizing the General Manager to include it with the RFP that is issued to the short-listed DB teams on behalf of the SRWA. Motion carried by the following vote:

Director Esquer	Director Lane	Vice Chair DeHart	Chair Vierra
Yes	Yes	Yes	Yes

- C. General Manager Granberg requested to amend Resolution No. 2018-009 to modify the CEQA Findings of Fact to include a statement of overriding considerations and separate findings concerning the consideration of alternatives.

Discussion:

Vice Chair DeHart inquired regarding possible concerns in amending the resolution.

General Manager Granberg answered in the negative.

Chair Vierra opened public participation. There being no public response, Chair Vierra closed public participation.

Action: **Resolution 2018-012** Motion by Director Lane, second by Vice Chair DeHart, amending Resolution No. 2018-009 to modify CEQA Findings of Fact associated with certification of Final Environmental Impact Report for the Regional Surface Water Supply Project. Motion carried by the following vote:

Director Esquer	Director Lane	Vice Chair DeHart	Chair Vierra
Yes	Yes	Yes	Yes

- 8. **MATTERS TOO LATE FOR THE AGENDA:** None
- 9. **BOARD ITEMS FOR FUTURE CONSIDERATION:** None
- 10. **BOARD COMMENTS:**

Chair Vierra thanked Director Lane and Vice Chair DeHart for their service on the SRWA Board and asked that they continue to stay involved in the SRWA project.

Vice Chair DeHart thanked everyone for a challenging and rewarding year on the SRWA Board, and expressed his interest in seeing the completion of the project.

Director Lane expressed his appreciation for SRWA staff, the City of Turlock and the City of Ceres, for their assistance with the progress of the project.

Chair Vierra thanked Nick Pinhey for reinvigorating the project.

11. **NEXT MEETING DATE:** December 27, 2018 (possibly cancelled due to holidays).
12. **ADJOURNMENT:** Motion by Vice Chair DeHart, second by Director Lane, to adjourn at 10:51 a.m. Motion carried 4/0.

Respectfully submitted,

DRAFT

Allison Martin, Board Secretary



From: Robert Granberg, General Manager

Prepared by: Robert Granberg, General Manager

1. ACTION RECOMMENDED:

Motion: Approve amendments to the Bylaws of the Stanislaus Regional Water Authority

2. DISCUSSION OF ISSUE:

SRWA staff recently reviewed the Bylaws in order to evaluate for appropriate modifications and updates. Staff concluded that some amendments are in order. The amendments are shown in track changes. The following summarizes the changes:

Some amendments are made in order to be consistent with the defined words and phrases.

The purpose and objectives (Art. II) have been modified to better reflect the current status of the project as the Authority moves into implementation and construction.

The powers (Art. III) have been modified to better reflect the terms of the joint powers agreement.

The Board-related provisions (Art. IV) have been modified to be consistent with the recent joint powers agreement amendment that was approved by the cities.

The Board meeting provisions (Art. V) have been modified to (1) provide that Roberts Rules of Order will not apply and that instead simpler rules of order as set forth in the proposed amendment would apply, (2) change the regular Board meeting time to the third Thursday at 3:30 p.m., and (3) clarify that the General Manager, in consultation with the Chair, is responsible for agenda preparation.

The officers provisions (Art. VI) provides that the General Manager, instead of the Chair, is responsible for signing contracts and other documents, and that the Finance Director serves as SRWA Treasurer.

Art. VIII confirms the Board's authority to suspend the Bylaws on a case-by-case basis.

3. FISCAL IMPACT / BUDGET AMENDMENT:

N/A

4. GENERAL MANAGER'S COMMENTS:

Recommend approval.

5. ENVIRONMENTAL DETERMINATION:

N/A

6. ALTERNATIVES:

None.



SRWA

STANISLAUS REGIONAL
WATER AUTHORITY

BYLAWS OF THE STANISLAUS REGIONAL WATER AUTHORITY

ARTICLE I

AUTHORITY

The Joint Exercise of Powers Agreement, originally entered into on September 27, 2011 and amended on November 20, 2015, December 15, 2015, and July 1, 2018, provides that the Governing Board may, from time to time, adopt such bylaws and regulations for the conduct of its meetings as are necessary for the purposes herein. The capitalized terms used in these Bylaws shall have the same meaning as defined in the Agreement, unless otherwise expressly provided herein.

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ARTICLE II

PURPOSE AND OBJECTIVES

The Cities of Ceres and Turlock (Participants) are interested in developing and implementing surface water supply options and facilities to serve municipal and industrial water to the customers within their service areas. Each of the cities is authorized to develop, obtain, and serve a municipal and industrial water supply, pursuant to California law. The Participants are working with the Turlock Irrigation District (TID) to develop a Regional Surface Water Supply Project (Project) that will provide a safe and reliable high quality surface water supply for the long-term drinking water needs of each participating city. The Participants have formed a Joint Powers Authority for the purpose of making responsible decisions related to the development and operation of the future RSWSP.

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~~Deleted~~ RSWSP

The Authority has the following objectives to accomplish this purpose:

~~Deleted~~ SRWA

1. Plan and develop the implementation of surface water supplies;
2. Function as the community focal point for all grant/aid applications related to the project;
3. Develop a support operations and maintenance staff;

~~Deleted~~: and

4. Develop the procedures for establishing and conducting the Authority's coordination functions;

Deleted SRWA

5. Design, construct, finance, own, and operate the Project facilities;

6. Provide treated water At Cost and on the same terms and on an equitable basis to the Participants; and

7. Finance the Project design and construction costs through low-interest loans from the federal or state government, the sale of Certificates of Participation, the issuance of Bonds, or such other method as agreed upon by the Participants.

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Deleted: d

The Authority is established for the purposes listed above and shall exercise all the powers set forth in the Agreement, last amended on July 1, 2018.

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Deleted: amended Drinking Water Supply Project Joint Exercise of Power Agreement (

Deleted:)

Deleted: December 15, 2015

Deleted: October 25

Deleted: The definitions of terms used in these Bylaws shall be the same as contained in the Agreement, unless otherwise expressly provided herein.

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ARTICLE III

POWERS

The Authority shall have and shall exercise powers attributable to the City of Turlock, except as herein prohibited and otherwise prohibited by law. The Authority is hereby authorized, in its own name acting through the Governing Board, to do all acts necessary or convenient for the exercise of its power to accomplish its objectives, including, but not limited to:

1. Employ and retain agents, consultants, advisors, independent contractors, and employees;

2. Make and enter into contracts;

3. Acquire, hold, and convey real and personal property;

Deleted:

4. Incur debts, obligations, and liabilities;

5. Accept contributions, grants, or loans from any public or private agency or individual, or the United States or state of California, or any department, instrumentality, or agency thereof for the purpose of financing and funding its activities;

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6. Invest money that is not needed for immediate necessities, as the Governing Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code;

7. Reimburse Directors for reasonable and necessary expenses incurred in performing the duties of their office;

8. Reimburse Participants for the direct costs incurred in the formation of the Authority.

9. Sue and be sued in its own name, all as provided in Section 6508 of the Act, as well as the power of eminent domain;

10. Exercise any other powers as authorized by the Agreement;

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11. Do all other acts reasonable and necessary to carry out the purpose of this Agreement;

12. Acquire, construct, manage, maintain or operate any building, works or Capital improvements related to the Project; and

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13. Levy and collect revenue and funding as authorized by the Agreement and applicable law.

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Such powers shall be exercised in the manner provided by the Act and except as expressly set forth herein, subject only to the restriction of exercising its powers, imposed upon the City of Turlock in the exercise of similar powers. Notwithstanding the generality of the foregoing, and except as expressly authorized by this agreement including, but not limited to, Article VII, IX and XV, the Authority shall have no power to bind any of the Participants to any monetary obligation whatsoever other than expressly authorized by the mutual written consent of the Participants. The Authority shall be strictly accountable for all funds received, held, and disbursed by it.

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ARTICLE IV

GOVERNING BOARD OF DIRECTORS

The Authority shall be administered by a Governing Board as provided by the Agreement and these Bylaws.

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1. The Governing Board shall consist of four Directors, with two appointed by each Participant. Each Director shall be entitled to one vote. Each Participant shall appoint two representatives to serve as Directors and one alternate Director. Each representative and alternate must be a city council member of the appointing Participant. An alternate Director shall have the authority to act in the absence or unavailability of a Director or in the event that a Director has a conflict of interest that precludes participation by the Director in a particular matter.

Deleted: Through December 31, 2015, one (1) member and one (1) alternate from each City Council of each City which is a Participant.

Deleted: Effective January 1, 2016/2019, two (2) members from each City Council of each City which is a Participant, at which time, the current alternate shall become a voting member of the Board and the alternate position shall be eliminated.

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Deleted: Each City shall assign an alternate member from the City Council to serve in place of a Board member in their absence.

3. Each Director shall have one vote which shall be equal in weight to the vote of each other Director.

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4. Termination of a Director's status as a Councilmember shall constitute automatic termination of the person's directorship on the Governing Board.

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5. The Board shall have an Ex-officio Director from Stanislaus County Board of Supervisors, or other agencies, as deemed necessary from time to time. Each Ex-officio Director shall serve in a non-voting, advisory capacity.
6. The Board shall select a Chair and Vice Chair. The Chair shall preside at all Board meetings, and the Vice Chair shall act in place of the Chair when the Chair is absent.
7. The Board shall appoint a General Manager, a Secretary, and other officers as determined necessary by the Board, and they shall serve at the pleasure of the Board.

ARTICLE V

MEETINGS OF THE BOARD

1. The Board shall hold at least one (1) regular meeting each calendar quarter, or as often as the Board deems appropriate to conduct Authority business.
2. The meetings shall be scheduled and conducted pursuant to the provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.).
3. The regular meetings of the Board will be held on the ~~first~~ Thursday of the month, at ~~3:30 p.m.~~, at one of the designated City offices listed below, as set forth in the meeting notice/agenda:
 - a. City of Turlock, City Hall, 156 South Broadway, 2nd Floor, Yosemite Room
 - b. City of Ceres, Community Center, 2701 4th Street, Upstairs Classroom
4. A majority vote of the full Governing Board (i.e., at least three affirmative votes) shall be required for the approval of any action taken by the Board, unless otherwise stated in the Agreement.
5. The General Manager, in consultation with the Chair, shall be responsible for preparing and posting the regular meeting agenda and special meeting notice/agenda for Governing Board meetings. Any Director may request the General Manager to place an item for discussion or action on the agenda. In order to allow sufficient time to prepare the agenda and back-up materials, the deadline for adding items to the agenda for a regular meeting generally shall be five business days preceding the Governing Board meeting date.
6. Rules of Order
 - a. General; Point of Order. Action items shall be brought before and considered by the Governing Board by motion in accordance with the following rules of order. These rules of order are intended to be informal and applied flexibly. The Governing Board prefers a flexible form of meeting and therefore does not conduct its meetings under formalized rules (e.g., Robert's Rules of Order). If a director believes order is not being maintained or procedures are not

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adequate, then he or she may raise a point of order to the Chair. A point of order does not require a second. If the ruling of the Chair on the point of order is not satisfactory, then it may be appealed by motion (which does require a second) to the full Governing Board and a majority vote of the Governing Board then will decide the point of order.

- b. Motions. Any director, including the Chair, may make or second a motion. A motion shall be brought and considered as follows: (1) a director makes a motion; (2) another director seconds the motion; (3) the Chair states the motion; and (4) the motion then is open to discussion and debate. Before voting on any motion, the Chair should ask for any comments from the public audience. After the matter has been fully debated (subject to a motion to close debate and vote immediately, discussed below), the Chair will call for the vote.
- c. Secondary Motions. Ordinarily, only one motion may be considered at a time, and a pending motion (the main motion) must be voted on before the Governing Board considers any other motion or business. However, there are a few exceptions to this general rule where a secondary motion concerning the main motion may be made and considered before voting on the main motion. The secondary motion exceptions are the following.
 - i. Motion to amend. A main motion may be amended before it is voted on either by the consent of the directors who moved and seconded or by a motion to amend, which is then seconded and approved by the Governing Board. After approving an amendment by consent or by a motion to amend, the Governing Board then proceeds to consider the main motion as amended.
 - ii. Motion to table. A main motion may be indefinitely tabled before it is voted on by a motion to table, which is then seconded and approved by the Governing Board. After approving a motion to table, the main motion is not furthered considered at that meeting and remains tabled until placed on a subsequent meeting agenda.
 - iii. Motion to postpone. A main motion may be postponed to a specified date and time by a motion to postpone, which is then seconded and approved by the Governing Board. After approving a motion to postpone, the main motion is not furthered considered at that meeting and is then reconsidered at the date and time specified in the motion to postpone.
 - iv. Motion to refer to committee. A main motion may be referred to a Governing Board committee for further study, recommendation, and report back to the Governing Board by a motion to refer to a specified committee, which is then seconded and approved by the Governing Board.

- v. Motion to close debate and vote immediately. Debate on a main motion may be closed by a motion to close debate and vote immediately, which is then seconded and approved by the Governing Board.
- vi. Motion to adjourn. A meeting may be adjourned before voting on a main motion by a motion to adjourn, which is then seconded and approved by the Governing Board. After approving a motion to adjourn, the meeting then immediately adjourns without further consideration of the main motion.

ARTICLE VI

OFFICERS

1. The Chair of the Board shall be elected annually by the Board. The Chair shall:
 - a. Coordinate the work of officers and committees of the Authority in order that the Authority's purposes are promoted
 - b. Preside at all Governing Board meetings;
 - c. From time to time, the Chair may appoint ad hoc committees to study specific Project or program elements as may be desirable, subject to the approval of the Board;
 - d. Serve as the official spokesperson of the Authority;
 - e. Call special meetings of the Governing Board.
 - f. Perform other duties as assigned by the Board.
2. The Vice Chair shall assist the Chair in performance of duties; perform the duties of the Chair in the absence or inability of that officer to act; and other duties assigned by the Board.
3. The General Manager will be in charge of the day-to-day operations of the Project including but not limited to, operations, maintenance, budget, and capital projects. The General Manager shall serve at the pleasure of the Board, and shall have the power to hire and discipline employees in accordance with the personnel rules of the Authority. The General Manager shall be the approved signatory on Governing Board authorized or approved agreements and other Authority correspondence and legal documents.
4. The General Counsel shall provide legal advice and services to the Authority. The General Counsel shall be appointed by and shall serve at the pleasure of the Governing Board.
5. The Secretary shall:
 - a. Keep, or cause to be kept, accurate records of the proceedings of all meetings of the Authority, and shall, as soon as possible after each meeting, forward a copy of the minutes to each Director;

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- b. Be responsible to prepare, or cause to be prepared, meeting schedules, notices, resolutions, and agendas;
- c. Make such records of the proceedings available to the Directors for their approval at each meeting;
- d. Keep Directors and Participant staffs informed of meeting proceedings and activities of the Authority;
- e. Conduct all necessary correspondence of the Authority;
- f. Be responsible for preparing, or causing to be prepared, any annual reports required by law;
- g. Prepare such notices and reports as may be requested by the Governing Board;
- h. Prepare, or cause to be prepared, periodic reports on the financial status of the Authority;
- i. Be responsible for coordinating the annual audited financial statements of the Authority; and
- j. Be responsible for record keeping for the Authority, which will be housed with the current Secretary at his/her City office, until such time as the Authority has its own office and corresponding staff.

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- 6. The Finance Director for the Authority shall be designated by the Governing Board. The Governing Board has designated the City of Turlock Administrative Services Director to serve as the Finance Director. The Finance Director, shall:

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- a. Receive, have custody, and disburse Authority funds pursuant to the procedures established by the Authority;
- b. Within 100 days after the close of each Fiscal Year, give a preliminary written auditor report of all financial activities to the Governing Board, and give a final written auditor report ~~if available~~, no later than January of each year for the previous fiscal year;
- c. Audit and allow or reject claims in lieu of, and with the same effect as, allowance or rejection by the Governing Board in any of the following cases:
 - i. Expenditures authorized by purchase order issued by an officer of the Authority, authorized by the Governing Board to make purchases.
 - ii. Expenditures authorized by contract, resolution, or order of the Governing Board acting within the scope of its authority.
- d. Be responsible for financial record keeping for the Authority, which will be housed with the current Finance Director at his/her City office, until such time as the Authority has its own office and corresponding staff.

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- 7. The Finance Director also shall serve as the Authority Treasurer. As Treasurer, the Finance Director, shall:

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- a. Have custody of all money of the Authority from whatever source in accordance with Section 6505.5 of the Law, and, as such, shall have the powers, duties, and responsibilities specified in such Section 6505.5 of the Act; provided however, that moneys of the Authority shall be kept separate and apart form, and shall not be commingled with, moneys of the City.

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8. The Auditor for the Authority shall be from the same Participant as the Finance Director, as stated in Article XVII of the Agreement, and shall:

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a. Have the powers, duties, and responsibilities specified in Section 6505.5 of the Act.

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b. Prepare annual audited financial statements.

9. The General Manager will also act as Purchasing Manager until such time as the Board directs otherwise. The Purchasing Manager will utilize the Policies and Procedures of the City of Turlock as guidelines for securing goods and services for the Authority, with the purchasing limit set at \$25,000 per occurrence, and until such time as the Authority adopts policies and procedures specific to the Authority.

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10. The Chair of the Board may appoint a technical advisory committee composed of staff from the various Participants to provide technical guidance and input for Board review and consideration.

ARTICLE VII

CONFLICT OF INTEREST

The Authority shall adopt a Conflict of Interest Code in accordance with the Political Reform Act (commencing with Section 81000 of the Government Code).

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ARTICLE VIII

AMENDMENTS TO AND SUSPENSION OF BYLAWS

These Bylaws may be amended, repealed, or altered, in whole or in part, by a majority vote of the Governing Board. The secretary of the Authority shall prepare and distribute any revisions to all Directors. By motion, the Governing Board in its discretion may at any meeting temporarily suspend these Bylaws in whole or in part, so long as the suspension does not violate any state law.

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From: West Yost Program Management Team

Prepared by: Lindsay Smith, West Yost Associates

1. ACTION RECOMMENDED:

Resolution: Authorize a WaterSMART water and energy efficiency grant application with the Bureau of Reclamation.

2. DISCUSSION OF ISSUE:

SRWA is continually looking for alternative funding sources, including grant and low interest loans to fund construction of the Regional Surface Water Supply Project. The WaterSMART Drought Resiliency Project funding program, offered through the Bureau of Reclamation, is dedicated to fund projects that increase flexibility of water conveyance/delivery and include surface water intakes and conveyance systems. The program also prioritizes projects that develop alternative sources of water supply that result in groundwater recharge. The Regional Surface Water Supply Project is a great candidate for this funding opportunity and should present well in an application. In order to apply, the Bureau of Reclamation requires the Board adopt the attached resolution in support of the application and implantation processes.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The WaterSMART grant application is for up to \$750,000 for each annual application. SRWA intends to submit multiple applications over the next three years for a total potential cost savings to the Turlock and Ceres rate payers of \$2.25 million.

4. GENERAL MANAGER'S COMMENTS:

The General Manager recommends the Board adopt the attached resolution.

5. ENVIRONMENTAL DETERMINATION: N/A

6. ALTERNATIVES:

The Board could elect not to adopt the resolution and, therefore, not authorize the submittal of a WaterSMART grant application with the Bureau of Reclamation.



SRWA
 STANISLAUS REGIONAL
 WATER AUTHORITY

BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

**IN THE MATTER OF AUTHORIZING A
 WATERSMART WATER AND ENERGY
 EFFICIENCY GRANT APPLICATION WITH
 THE BUREAU OF RECLAMATION**

RESOLUTION NO. 2019-

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BE IT RESOLVED, by the Stanislaus Regional Water Authority Board of Directors (“Board”) that the General Manager or his/her designee is hereby authorized and directed to sign and file, for and on behalf of the Stanislaus Regional Water Authority (“SRWA”), a WaterSMART Drought Response Program: Drought Resiliency Projects Application for a grant from the U.S. Bureau of Reclamation (“Reclamation”) in the amount not to exceed \$750,000; and

BE IT RESOLVED, the General Manager, or his/her designee, is hereby authorized to acknowledge and approve of the application and the information submitted for consideration, and is further authorized to certify that the SRWA has and will provide the amount of funding and/or in-kind contributions specified in the funding plan; and

BE IT RESOLVED, that the Board hereby agrees and further does authorize the aforementioned representative or his/her designee to certify that the SRWA has and will comply with all statutory and regulatory requirements related to any grant funds, and

BE IT FURTHER RESOLVED, that, if Reclamation approves the grant, the General Manager or his/her designee is hereby authorized to negotiate, approve, and execute a grant cooperative agreement and any amendments or change order thereto on behalf of SRWA and will work with Reclamation to meet established deadlines for entering into a cooperative agreement.

PASSED AND ADOPTED at a regular meeting of the Board of the Stanislaus Regional Water Authority this 28th day of March 2019, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

 Allison Martin, Board Secretary



From: West Yost Program Management Team

Prepared by: David Pezzini, West Yost Associates

1. ACTION RECOMMENDED:

Resolution: Accept Geer Rd. Ranch, LLC easements and appropriate \$126,000 to account number 950-53-552.51001 "Property Acquisition" to provide funding for permanent and temporary easement acquisitions related to the Ceres Finished Water Transmission Main Alignment to be funded by contributions from the City of Ceres.

2. DISCUSSION OF ISSUE:

Construction of the Ceres Finished Water Transmission Main along the most efficient alignment requires the acquisition of a 0.98-acre permanent easement and a 2.58-acre temporary construction easement along APN 018-006-012 which is currently owned by Geer Road Ranch, LLC (Owner).

An approved appraisal of \$88,000 for the proposed acquisition was performed by Associated Right-of-Way Services (ARWS) and presented to the Owner in August 2018. The Owner provided a counteroffer of \$139,182 which was acknowledged by SRWA and ARWS. Over the next several months, SRWA, through its right of way consultant, ARWS, and the Owner maintained an open dialogue, as productive negotiations continued.

On November 19, 2018 a meeting was held between representatives of SRWA, West Yost, ARWS and the Owner, and an agreement was reached for a final settlement of \$126,000. This final settlement amount was recommended to SRWA by ARWS based on an administrative settlement which is reasonable, prudent, and in the public interest. The administrative settlement determination factors include, but are not limited to, the potential sale of the property, the activity of the market, the range of probable testimony in trial, and the costs of trial.

This easement acquisition is critical for design and construction of the City of Ceres finished water transmission main.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Easement and right of way acquisition costs are necessary for the design and construction of the Ceres Finished Water Transmission Main. Staff requests appropriation of \$126,000 to account number 950-53-552.51001 "Property

Acquisition” to provide funding for these acquisitions related to the Ceres Finished Water Transmission and to be funded by contributions from the City of Ceres.

4. GENERAL MANAGER’S COMMENTS:

The General Manager concurs with the recommended actions to accept the easements and to appropriate funds for the acquisition.

5. ENVIRONMENTAL DETERMINATION:

N/A

6. ALTERNATIVES:

The alternative to the recommended process would be to acquire the easement by eminent domain which would likely exceed \$126,000, with the possibility that the final settlement could be significantly higher. In the majority of eminent domain cases, the judgments favor the property owner over the public agency. This would result in delays in completing acquisition and an increase in the necessary funds for acquisition.



SRWA
 STANISLAUS REGIONAL
 WATER AUTHORITY

BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

IN THE MATTER OF ACCEPTING GEER }
 ROAD RANCH, LLC EASEMENTS AND }
 APPROPRIATING \$126,000 TO ACCOUNT }
 NUMBER 950-53-552.51001 "PROPERTY }
 ACQUISITION" TO BE FUNDED BY A }
 CONTRIBUTION FROM THE CITY OF CERES }
 TO PROVIDE FUNDING FOR PERMANENT }
 AND TEMPORARY EASEMENT ACQUISITIONS }
 RELATED TO THE CERES FINISHED WATER }
 TRANSMISSION MAIN ALIGNMENT }

RESOLUTION NO. 2019-

WHEREAS, the SRWA desires to acquire easements along APN 018-006-012 to be used for the most efficient alignment of the Ceres Finished Water Transmission Main; and

WHEREAS, Geer Road Ranch, LLC desires to sell the desired easements to the SRWA; and

WHEREAS, the two parties have agreed upon the price of \$126,000 to respectively purchase and sell such easements; and

WHEREAS, the 2018-19 SRWA budget did not anticipate this purchase so Staff is requesting a budget amendment in the amount of \$126,000 to account number 950-53-552.51001 "Property Acquisition" to properly account for this transaction.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stanislaus Regional Water Authority that the Easement Deed and Temporary Construction Easement Deed from Geer Rd. Ranch LLC dated March 28, 2019, copies of which are attached ("Easements"), are hereby accepted by the Board of Directors on behalf of the Authority, that the Board authorizes and consents to the recordation of the Easements, that the Authority Secretary is authorized and directed to record the Easements with the Stanislaus County Recorder's Office, and that the Board ratifies the Easements purchase agreement with Geer Rd. Ranch LLC in the sum of \$126,000 and appropriates \$126,000 to account number 950-53-552.51001 "Property Acquisition" to be funded solely by the City of Ceres.

PASSED AND ADOPTED at a regular meeting of the Board of the Stanislaus Regional Water Authority this 28th day of March 2019, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Board Secretary

Grantor: Geer Rd Ranch LLC

Stanislaus Regional Water Authority
Project: Regional Surface Water
Supply Project
Parcel No. : 018-006-012

RIGHT OF WAY CONTRACT

This Right of Way Contract, dated as of February 13, 2018^{9 BB}, is entered into by and between Stanislaus Regional Water Authority ("GRANTEE"), and Geer Rd Ranch LLC, a Nevada Limited Liability Company ("GRANTOR").

Recitals

A. GRANTOR is the fee owner of those certain parcels of land comprised of approximately 51.75 gross acres located in the County of Stanislaus, State of California, which is referred to in the Grant Deed recorded by the Stanislaus County Recorder in Book 2090, Page 344 of Official Records (the "Property").

B. GRANTEE is undertaking a project to divert water from the Tuolumne River, transmitting the raw water for treatment to a new water treatment facility, and delivering treated surface water to the Cities of Ceres and Turlock for use in their respective service areas (the "Water Supply Project").

C. In connection with GRANTEE's construction, operation and maintenance of the Water Supply Project, GRANTOR agrees to grant a Permanent Easement ("Easement") as more particularly described in the Easement Deed attached as Exhibit A; and a temporary construction easement more particularly described in the Temporary Construction Easement Deed attached as Exhibit B ("Temporary Construction Easement") for the installation and construction of pipelines, cable and related facilities for underground water transmission; on and subject to the terms and conditions of this Contract, Easement Deed, and Temporary Construction Easement Deed.

D. The parties have set forth herein the whole of their agreement. The performance of this Contract constitutes the entire consideration for conveyance of the Permanent Easement and Temporary Construction Easement and shall relieve GRANTEE of all further obligations or claims on this account, or an account of the location, grade or construction of the Water Supply Project.

E. GRANTEE requires the Permanent Easement and Temporary Construction Easement for the Water Supply Project, a public use for which GRANTEE may exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE needs to acquire the Permanent Easement and Temporary Construction Easement to construct and operate the Water Supply Project.

F. Both GRANTOR and GRANTEE recognize the expense, time, effort and risk to both GRANTOR and GRANTEE in determining the compensation for the Permanent Easement and Temporary Construction Easement by eminent domain litigation and the compensation set forth herein for the Permanent Easement and Temporary Construction Easement is in compromise and settlement in lieu of such litigation.

NOW THEREFORE, the parties agree as follows:

1. GRANTEE shall:
 - a. Pay the GRANTOR the total sum of \$126,000.00, for the Permanent Easement and Temporary Construction Easement conveyed by the Easement Deed and the Temporary Construction Deed (the "Purchase Price").

Payment of the Purchase Price shall be made when title to the Easement vests in GRANTEE free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), except as follows:

- (1) Liens for real property taxes, bonds and assessments not then due;
 - (2) Pre-existing easements or rights of way over the Property for public or quasi-public utility purposes, if any, that may be approved by GRANTEE in writing; and
 - (3) Such other exceptions to the title as may be approved by GRANTEE in writing.
 - b. Pay all expenses incidental to and necessarily incurred for conveyance of the Permanent Easement and Temporary Construction Easement to GRANTEE, including but not limited to recording fees, title insurance charges, reconveyance fees, trustee's fees, prepayment penalties, escrow fees, documentation preparation fees, and delivery charges.
2. The Easement Deed and Temporary Construction Easement Deed conveying the Easement and Temporary Construction Easement shall be executed and delivered by GRANTOR to GRANTEE for the purpose of placing the Easement Deed and Temporary Construction Easement Deed into Escrow. GRANTEE shall not be deemed to have accepted delivery of the Easement and Temporary Construction Easement conveyed by the Easement Deed and Temporary Construction Easement Deed until such time as the Easement Deed and Temporary Construction Easement Deed are recorded in the Official Records of the County of Stanislaus, State of California at close of escrow.
3. Any or all moneys payable under this Contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s), be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder, said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
5. Title to the Easement and Temporary Construction Easement shall pass immediately upon close of escrow. This transaction shall be consummated through an escrow at Stewart Title Company ("Escrow Agent") under Escrow Agent's Escrow Number 0118-260928 ("Escrow") located at 7676 Hazard Center Drive Suite 1400, San Diego, California 92108.
6. GRANTOR warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month. GRANTOR further agrees to protect, defend, indemnify and hold harmless GRANTEE and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of Property held

by any tenant of the GRANTOR for a period exceeding one month, except as may be otherwise agreed to by the parties in writing.

7. To the best of GRANTOR's knowledge and after reasonable inquiry, GRANTOR represents and warrants the following:
 - a. During GRANTOR's ownership of the Property, there has been no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property. GRANTOR has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, which may have occurred prior to the GRANTOR taking title to the Property.
 - b. There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on the Property.
 - c. GRANTOR has not used the Property for any industrial operations that use hazardous substances. GRANTOR is not aware of any such prior use of the Property. GRANTOR has not installed any underground storage tanks, aboveground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property. GRANTOR is not aware of any such prior installations.

For the purposes of this paragraph, the term "hazardous substances" shall mean any substance which at any time shall be listed as "hazardous" or "toxic" in the regulations implementing the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 USC 6901, et seq), or other federal or state law, or any other substances, chemical, material or waste product whose presence, nature or quality is potentially injurious to public health, safety, welfare, the environment or the Property. The term "reasonable inquiry" shall mean a thorough examination of the Property and all records relating to the Property, and any examination that GRANTOR was legally obligated to conduct as a result of any judicial or administrative order, or federal or state law.

The acquisition price of the Easement being acquired reflects the fair market value of the Easement without the presence of hazardous substances. If the Easement area being acquired is found to be contaminated by a hazardous substance which may require remediation under federal or state law, GRANTEE may elect to recover its clean-up costs from those who caused, contributed to, or otherwise are legally responsible for the contamination.

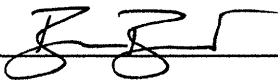
8. This Contract may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.
9. INDEMNIFICATION. GRANTEE shall indemnify, protect, defend and hold harmless GRANTOR from and against any and all liabilities, liens, demands, suits, losses, damages, causes of action, injuries, claims, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) (collectively, "Claims") arising from or caused by entry upon the Property by GRANTEE or its employees, agents, representatives, contractors, consultants, guests or invitees (collectively "GRANTEE Parties") or the exercise of GRANTEE's rights under this Contract; provided, that the foregoing indemnity shall not apply to the extent that any loss or damage is caused

by the negligence or willful misconduct of GRANTOR, or to any preexisting conditions on the Property uncovered or disturbed by GRANTEE or GRANTEE Parties.

10. SUCCESSORS AND ASSIGNS. This Agreement and Easement and Temporary Construction Easement shall run with the Property and shall benefit and burden GRANTOR and its successors in interest and GRANTEE and its assigns and successors in interest.

The representations and warranties in this Contract shall survive the close of escrow and shall remain in full force and effect and shall accrue for the benefit of GRANTEE and its successors and assigns.

GRANTOR:



Date: 2/13/19

Date: _____

RECOMMENDED FOR APPROVAL:



Right of Way Agent

Date: 2/25/19

APPROVED:

General Manager, Stanislaus Regional
Water Authority

Date: _____

Recording Requested by:

Stanislaus Regional Water Authority

After recording mail to:

Stanislaus Regional Water Authority

156 S. Broadway, Ste. 270

Turlock, CA 95380

Attn: Board Secretary

018	006	012	PTN
			PTN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO DOCUMENTARY TAX DUE – R & T 11922

Exempt from recording fees (Government Code sections 6103 & 27383)

Presented for record by the Stanislaus Regional Water Authority

TEMPORARY CONSTRUCTION EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GEER RD RANCH LLC, A NEVADA LIMITED LIABILITY COMPANY

("Grantor"), HEREBY GRANT(S) to Stanislaus Regional Water Authority, a joint powers authority ("Agency"), in the County of Stanislaus, State of California a temporary construction easement (the "Temporary Construction Easement") over, under, upon, along and across all that real property situated in the unincorporated area of the County of Stanislaus, State of California, as shown on the attached Exhibit B and as described on the attached Exhibit C for the purposes of constructing and installing underground water pipeline(s), fiber optic cable(s), and related facilities in connection with Agency's Regional Surface Water Supply Project, and including the right to use the temporary construction easement area for temporary storage and staging of materials, supplies, equipment and vehicles involved in construction and the right of ingress and egress.

The Temporary Construction Easement shall be subject to the following additional terms and conditions:

1. The Temporary Construction Easement shall terminate at the earlier of the following: (a) upon final completion of the construction and installation of the pipeline(s), cable(s) and related facilities by Agency and its contractors as evidenced by the recording of a notice of completion; (b) two years after the Agency starts construction on Grantor's property; or (c) the date of termination by mutual written consent of Grantor and Agency.

2. The rights under the Temporary Construction Easement may be exercised by Agency and any of its employees, officers, agents or contractors for all authorized purposes. Agency may use gates on the Property in fences that cross the easement area or that restrict access to the Easement Area. Grantor

shall furnish Agency with keys to all gates that would otherwise restrict Agency's access pursuant to the Temporary Construction Easement.

3. Grantor shall not at any time grant to any third party any easement over, under, upon, across or through the Temporary Construction Easement Area for the duration of the Temporary Construction Easement.

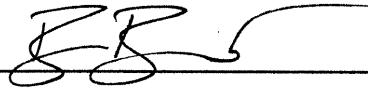
4. During the term of the Temporary Construction Easement, it shall run with Grantor's property and bind, and inure to the benefit of, the successors in interest of Grantor and successors in interest and assigns of Agency.

GEER RD RANCH LLC, A NEVADA LIMITED
LIABILITY COMPANY

Dated _____

By _____
Robert L. Granberg
Agency General Manager

By:



BRUCE BEARD, OWNER

ACKNOWLEDGMENT BY NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Stanislaus

On Feb. 13, 2019, before me, Olga D. Ramirez, a notary public, personally appeared Bruce Beard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Olga D. Ramirez (Seal)

EXHIBIT "A"
Legal Description for Temporary Construction Easement
A.P.N. 018-006-012 (Geer Rd Ranch, LLC)

Being a portion of the property conveyed to Geer Rd Ranch, LLC by Quit Claim Deed recorded February 13, 2018 as Document Number 0009583, Stanislaus County Records, lying in the southwest quarter of Section 2, Township 4 South, Range 10 East, Mount Diablo Meridian, situate in the County of Stanislaus, State of California, more particularly described as follows:

Commencing at the intersection of the east line of said southwest quarter with the northerly line of Turlock Irrigation District Ceres Main Canal;

1. thence along the northerly line of said Ceres Main Canal, South $78^{\circ}11'02''$ West, 81.76 feet to a point that is 80.00 feet west of, measured perpendicular to said east line of the southwest quarter of Section 2, said point being the **Point of Beginning**;
2. thence continuing along said northerly line, South $78^{\circ}11'02''$ West, 74.88 feet to an angle point in said northerly line;
3. thence along the northwesterly line of said Ceres Main Canal, South $54^{\circ}15'01''$ West, 2352.01 feet to the most southerly line of said Geer Rd Ranch property;
4. thence along said southerly line, North $89^{\circ}04'17''$ West, 100.01 feet;
5. thence along a line that lies 62.50 feet northwesterly of and parallel with said northwesterly line Ceres Main Canal, North $54^{\circ}15'01''$ East, 2443.33 feet;
6. thence along a line that lies 62.50 feet northerly of and parallel with said northerly line of Ceres Main Canal, North $78^{\circ}11'02''$ East, 101.29 feet to the most easterly line of said Geer Rd Ranch property, said easterly line being 80.00 feet west of and parallel with said east line of the southwest quarter of Section 2;
7. thence along said most easterly line, South $00^{\circ}00'44''$ West, 63.87 feet to the point of beginning.

Excepting therefrom the southerly and southeasterly 17.50 feet.

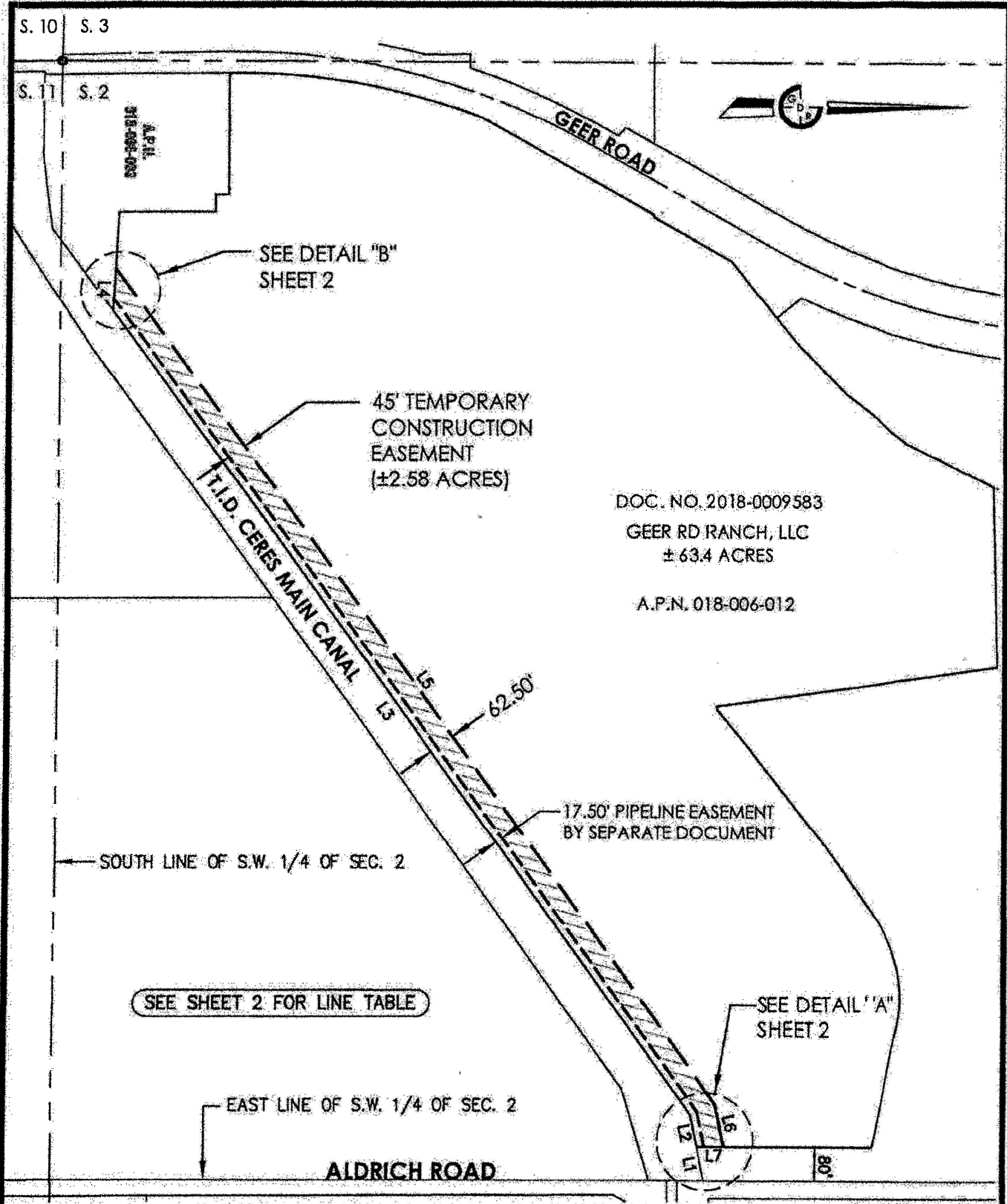
Contains 2.58 acres, more or less.

This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors' Act.



Sean Harp
Sean Harp, L.S. 7823

7/25/18
Date



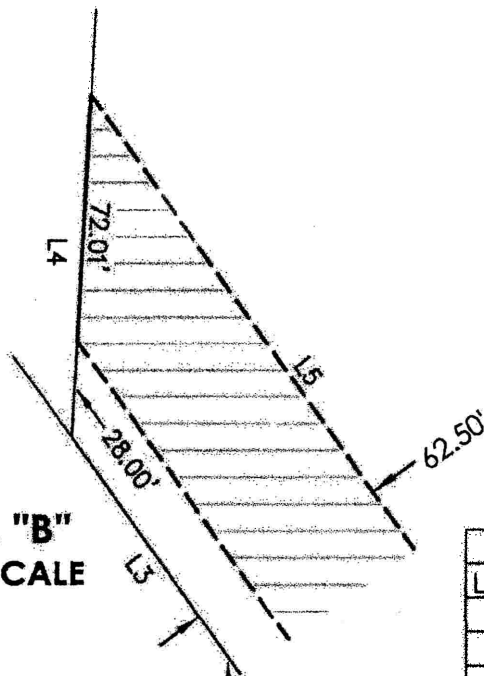
GDR ENGINEERING, Inc.
 ENGINEERING SURVEYING PLANNING
 3525 MITCHELL ROAD, SUITE G CERES, CA 95307
 TELEPHONE: (209) 538-3360 FAX: (209) 538-7370
 www.gdrengineering.com

EXHIBIT "B"
45' WIDE TEMPORARY CONSTRUCTION EASEMENT

Date: 7/25/2018	Scale: 1" = 300'
Drawn: J. Jantz	Job No.: 17011
Checked: S. Harp	Sheet: 1 of 2



DETAIL "B"
NOT TO SCALE

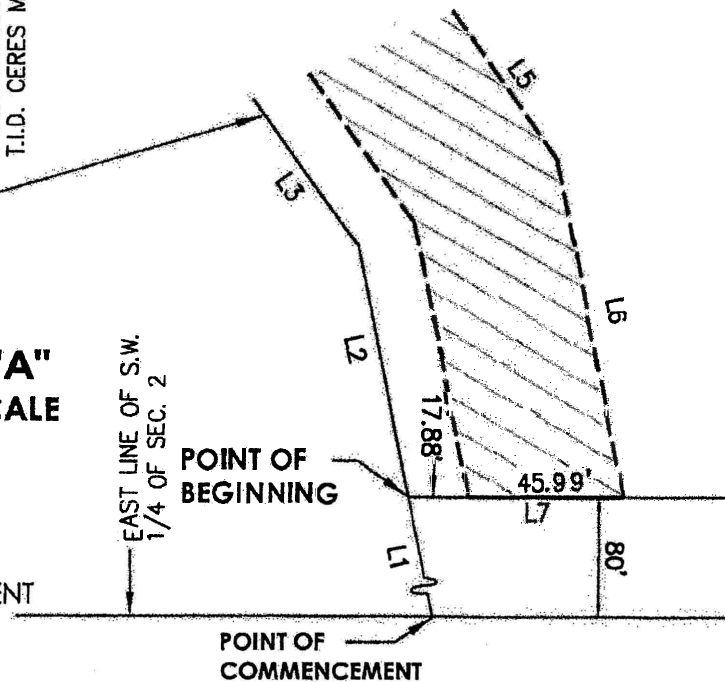


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 78°11'02" W	81.76'
L2	S 78°11'02" W	74.88'
L3	S 54°15'01" W	2352.01'
L4	N 87°04'17" W	100.01'
L5	N 54°15'01" E	2443.33'
L6	N 78°11'02" E	101.29'
L7	S 00°04'44" W	63.87'



NORTHWESTERLY LINE OF
T.I.D. CERES MAIN CANAL

DETAIL "A"
NOT TO SCALE



EAST LINE OF S.W.
1/4 OF SEC. 2



45' TEMPORARY
CONSTRUCTION EASEMENT
(±2.58 ACRES)



GDR ENGINEERING, Inc.
ENGINEERING/SURVEYING/PLANNING
3325 MITCHELL ROAD, SUITE D CERES, CA 95307
TELEPHONE: (209) 538-3380 FAX: (209) 538-7370
www.gdrengineering.com

EXHIBIT "B"
**45' WIDE TEMPORARY
CONSTRUCTION EASEMENT**

Date: 7/25/2018	Scale: As Shown
Drawn: J. Jantz	Job No.: 17011
Checked: S. Harp	Sheet: 2 of 2

Recording Requested by:

Stanislaus Regional Water Authority

After recording mail to:
Stanislaus Regional Water Authority
156 S. Broadway, Ste. 270
Turlock, CA 95380
Attn: Board Secretary

018	006	012	PTN
			PTN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO DOCUMENTARY TAX DUE – R & T 11922

Exempt from recording fees (Government Code sections 6103 & 27383)

Presented for recording by the Stanislaus Regional Water Authority

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GEER RD RANCH LLC, A NEVADA LIMITED LIABILITY COMPANY

(“Grantor“), HEREBY GRANT(S) to Stanislaus Regional Water Authority, a joint powers authority (“Agency”), in the County of Stanislaus, State of California a permanent easement and right-of-way in gross (“the Permanent Easement“) over, under, upon, along and across all that real property situated in the unincorporated area of the County of Stanislaus, State of California, as described on the attached Exhibit A and as shown on the attached Exhibit B (the “Easement Area”) to survey, design, install, excavate, construct, reconstruct, use, maintain, operate, repair, inspect, expand, improve, modify, relocate and replace a water pipeline or pipelines, fiber optic cable or cables, and including all related facilities, incidents and appurtenances thereto, together with the following rights: (a) to reasonable ingress to, and egress from, the Easement Area over and across Grantor's lands for such purposes; (b) to temporarily use Grantor's lands contiguous to the Easement Area as may be necessary or appropriate during construction-related activities; and (c) to mark the location of underground pipelines by suitable markers set and maintained on the land surface above the pipeline.

This Permanent Easement shall be subject to the following terms and conditions:

1. Agency shall have the right to use this Permanent Easement at any time without prior notice to Grantor, as may be necessary or appropriate for the transmission and delivery of water for any authorized or related Agency purpose. The rights under this Permanent Easement may be exercised by Agency and any of its employees, officers, agents or contractors for all authorized purposes.
2. Agency shall have the right to undertake all necessary or appropriate actions to trim, cut back or remove trees, shrubs or other interfering plants or landscaping in order to keep such matters from

obstructing or interfering with the use of the Permanent Easement or access to the Easement Area or posing a hazard to Agency equipment, facilities, employees or contractors.

3. Grantor shall not disturb any pipeline, valve, fitting, facility or appurtenance that Agency may construct or install within the Easement Area. Grantor shall not construct any building, fence or structure, conduct any excavation, grading, drilling, tree planting or other ground-surface alteration or install any other pipelines or underground utilities on or within the Easement Area without the prior written consent of Agency.

4. Agency may use gates on the Property in fences that cross the Easement Area or that restrict access to the Easement Area. Grantor shall furnish Agency with keys to all gates that would otherwise restrict Agency's access pursuant to the Easement Area.

5. Grantor shall not at any time grant to any third party any easement over, under, upon, across or through the Easement Area that would interfere with Agency's use of the Permanent Easement.

6. This Permanent Easement shall run with Grantor's property and bind, and inure to the benefit of, the successors in interest of Grantor and successors in interest and assigns of Agency.

7. Except for the rights granted to Agency by this Permanent Easement, Grantor shall continue to have the full use, occupancy and enjoyment of its property.

**GEER RD RANCH LLC, A NEVADA LIMITED
LIABILITY COMPANY**

Dated _____

By _____
Robert L. Granberg
Agency General Manager

By:  _____

BRUCEBEARD, OWNER

ACKNOWLEDGMENT BY NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

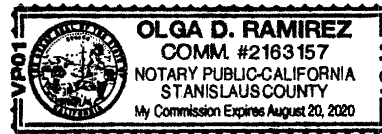
State of California)

County of Stanislaus

On Feb. 13, 2019, before me, Olga D. Ramirez, a notary public, personally appeared Bruce Beard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Olga D. Ramirez (Seal)

EXHIBIT "A"

**Legal Description for Pipeline Easement
A.P.N. 018-006-012 (Geer Rd Ranch, LLC)**

Being a portion of the property conveyed to Geer Rd Ranch, LLC by Quit Claim Deed recorded February 13, 2018 as Document Number 0009583, Stanislaus County Records, lying in the southwest quarter of Section 2, Township 4 South, Range 10 East, Mount Diablo Meridian, situate in the County of Stanislaus, State of California, more particularly described as follows:

Being the southerly and southeasterly 17.50 feet of the following described property:

Commencing at the intersection of the east line of said southwest quarter with the northerly line of Turlock Irrigation District Ceres Main Canal;

1. thence along the northerly line of said Ceres Main Canal, South 78°11'02" West, 81.76 feet to a point that is 80.00 feet west of, measured perpendicular to said east line of the southwest quarter of Section 2, said point being the **Point of Beginning**;
2. thence continuing along said northerly line, South 78°11'02" West, 74.88 feet to an angle point in said northerly line;
3. thence along the northwesterly line of said Ceres Main Canal, South 54°15'01" West, 2352.01 feet to the most southerly line of said Geer Rd Ranch property;
4. thence along said southerly line, North 89°04'17" West, 100.01 feet;
5. thence along a line that lies 62.50 feet northwesterly of and parallel with said northwesterly line Ceres Main Canal, North 54°15'01" East, 2443.33 feet;
6. thence along a line that lies 62.50 feet northerly of and parallel with said northerly line of Ceres Main Canal, North 78°11'02" East, 101.29 feet to the most easterly line of said Geer Rd Ranch property, said easterly line being 80.00 feet west of and parallel with said east line of the southwest quarter of Section 2;
7. thence along said most easterly line, South 00°00'44" West, 63.87 feet to the point of beginning.

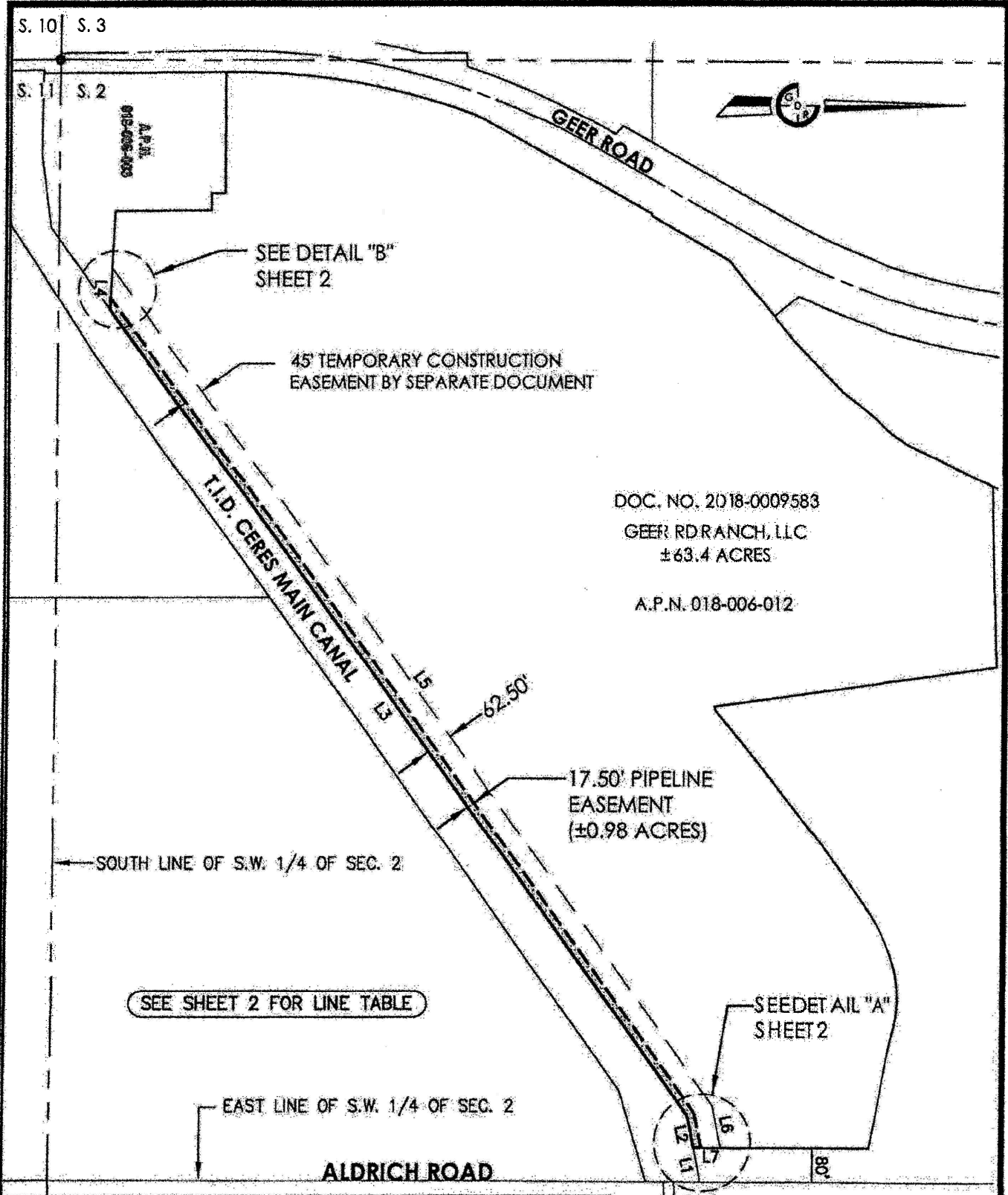
Contains 0.98 acres, more or less.

This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors' Act.



Sean Harp
Sean Harp, L.S. 7823

7/25/18
Date



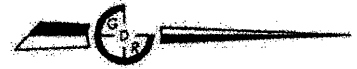
DOC. NO. 2018-0009583
 GEEF RD RANCH, LLC
 ±63.4 ACRES
 A.P.N. 018-006-012

SEE SHEET 2 FOR LINE TABLE

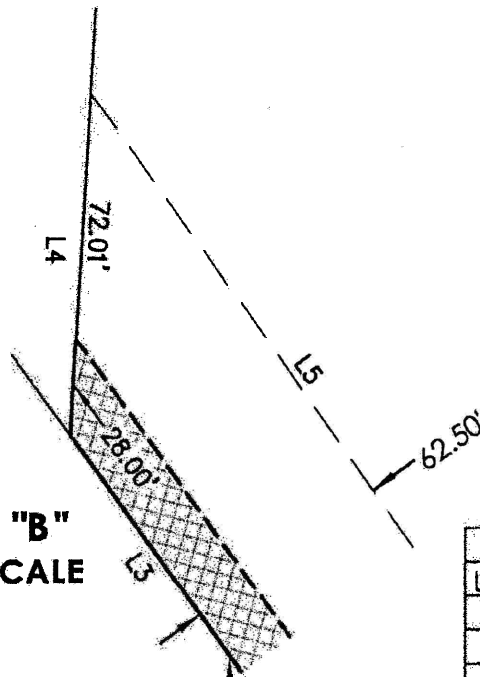
GDR
 GDR ENGINEERING, Inc.
 ENGINEERING/SURVEYING/PLANNING
 3525 MITCHELL ROAD, SUITE G CERES, CA 95307
 TELEPHONE: (209) 538-3380 FAX: (209) 538-7370
 www.gdrengineering.com

EXHIBIT "B"
17.50' WIDE PIPELINE EASEMENT

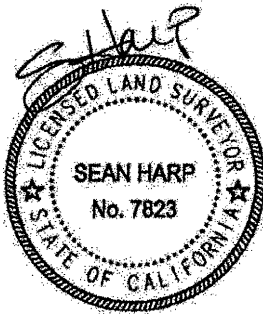
Date: 7/25/2018	Scale: 1" = 300'
Drawn.: J. Jantz	Job No.: 17011
Checked: S. Harp	Sheet: 1 of 2



DETAIL "B"
NOTTO SCALE

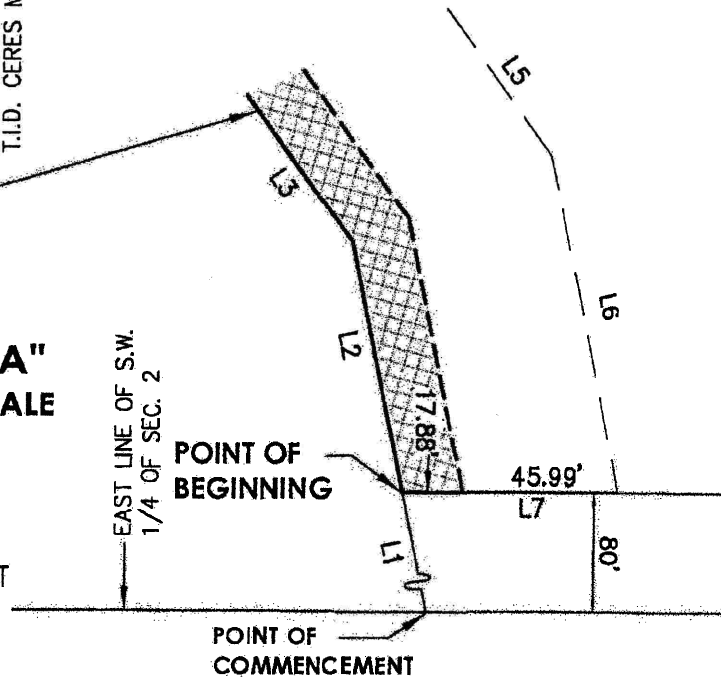


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 78°11'02" W	81.76'
L2	S 78°11'02" W	74.88'
L3	S 54°15'01" W	2352.01'
L4	N 87°04'17" W	100.01'
L5	N 54°15'01" E	2443.33'
L6	N 78°11'02" E	101.29'
L7	S 00°04'44" W	63.87'



NORTHWESTERLY LINE OF
T.I.D. CERES MAIN CANAL

DETAIL "A"
NOTTO SCALE



17.50' PIPELINE EASEMENT
(±0.98 ACRES)

EAST LINE OF S.W.
1/4 OF SEC. 2

POINT OF
BEGINNING

POINT OF
COMMENCEMENT



GDR ENGINEERING, Inc.
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TELEPHONE: (209) 538-1580 FAX: (209) 538-7370
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EXHIBIT "B"
17.50' WIDE PIPELINE EASEMENT

Date: 7/25/2018	Scale: As Shown
Drawn: J. Jantz	Job No.: 17011
Checked: S. Harp	Sheet: 2 of 2

Confidential Privileged Communication

MEMORANDUM OF SETTLEMENT

DATE: February 25, 2019
TO: **Robert Granberg** – General Manager, Stanislaus Regional Water Authority
FROM: **Jiries Jajeh** – AR/WS
SUBJECT: Acquisition of Easements from **Geer Rd Ranch LLC**

-
1. Owner: Geer Rd Ranch LLC Date of this Memorandum: February 25, 2019
Mailing Address: P.O. Box 739 Project: Stanislaus Regional Water Authority –
Empire, CA 95319 Regional Surface Water Supply System Project
Telephone No: 209-526-3550 APN: 018-006-012
Email: None
2. Property Location: 1272 Geer Road,
Hughson, CA 95326
3. Area Acquired:
Fee: _____ Entire Acquisition: _____ Fee Simple: N/A
Easement: X Partial Acquisition: _____ Permanent Easement: 42,689 sf
Temporary Construction Easement: 112,385 sf
4. TITLE:
Encumbrances:
Title Report: Guarantee No. G-2921-2116 Preliminary Report Dated*: May 17, 2018
Stewart Title Company (attached)
(A) *Exceptions to be Cleared: 15 Recommence
subordination agreement from deed of trust.
(B) *Exceptions, subject to: 1-14, 16-18

***The SRWA should review the Title Exceptions to ensure that there are no conflicts with the proposed construction and use of the property. Final determination as to condition of title is SRWA's responsibility.**

Note: None.

5. CONTRACT SETTLEMENT:
Appraisal Summary Attached: Yes No Initiation of Negotiations Date: August 31, 2018
Total Amount of Offer: \$126,000.00
Contract Amount: \$126,000.00 Date Agreement Signed: February 13, 2019
Comments: None
6. SPECIAL CLAUSES IN CONTRACT: Yes No
7. POSSESSION AND OCCUPANCY:

Robert Granberg, Stanislaus Regional Water Authority
 Memorandum of Settlement – Geer Rd Ranch
 February 25, 2019
 Page 2 of 2

Property to be delivered:	Present Possession:	Right of Entry or Right of Possession:
_____ Vacant on _____	___X___ Grantor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	_____ District	Effective Date:
___X___ On Close of Escrow Or Effective Date	_____ Tenant	
	_____ Vacant	
_____ 90-Day Grace Period	Lease Quitclaimed: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

8. CONSTRUCTION CONTRACT OBLIGATIONS: Yes No

Explanation: None

9. MISCELLANEOUS INFORMATION:

- a. The attached Right of Way Contract embodies all of the considerations agreed upon between the Stanislaus Regional Water Authority (SRWA) and the property owner.
- b. The attached Right of Way Contract was obtained without coercion, promises other than those shown in the contract or threats of any kind whatsoever by or to either party.
- c. I understand that the rights being secured may be used in connection with a locally assisted project.
- d. I have no direct or indirect present or contemplated future personal interest in the property being acquired or in any benefit from the acquisition of subject property.

Documents Enclosed: Right of Way Contract (3 originals)
 Easement Deed (1 original)
 Appraisal Summary Statement (1 copy)
 Preliminary Title Report (1 copy)
 Escrow Instructions (1 copy)

Upon SRWA's execution of the three original Right of Way Contract, two fully-signed originals should be returned to our office. We will forward one original to the Grantor and keep the other original in AR/WS files.

The original signed Easement Deed will require the SRWA's Certificate of Acceptance form. Once the Certificate of Acceptance is completed and signed by SRWA it should be sent along with the Easement Deed to the title company for escrow closure and recordation.

Stewart Title Company (STC) is responsible for the escrow. The escrow number is: G-2921-2196. STC will communicate with SRWA as to funding instructions and we will continue to coordinate. The escrow officer is Reyna Rico, 2030 West Monte Vista Avenue, Turlock, CA 95382, Telephone 209-632-2341.

February 25, 2019

Reyna Rico
Stewart Title Company
2030 W. Monte Vista Avenue
Turlock, CA 95382

Re: Parcel No.: 018-006-012
Grantor: Geer Rd Ranch LLC
Escrow No.: G-2921-2196

Dear Ms. Rico:

This escrow will be closed in accordance with the agreement executed by your company and the Stanislaus Regional Water Authority ("SRWA").

The sale price in this transaction is ONE HUNDRED TWENTY SIX THOUSAND HUNDRED NO/100 DOLLARS (\$126,000.00) to be disbursed to Grantor.

1. Please request the funds from the Stanislaus Regional Water Authority, Attn: Robert Granberg, General Manager, 156 S. Broadway Street, #270, Turlock, CA 95380, (209) 668-4142, granbergassociates@gmail.com
2. Enclosed is a copy of the Grantor signed and notarized Permanent and Temporary Easement Deeds. The SRWA will submit into escrow, at a later date, the signed and notarized original, along with the SRWA signed certificate of acceptance.
3. Enclosed is a copy of the Grantor signed Right of Way Contract. The SRWA will submit a copy into escrow upon full execution by the SRWA.
4. Grantor's contact information is:
Bruce Beard
P.O. Box 739
Empire, CA 95319
(209) 526-3550
5. A copy of the estimated closing statement is to be sent to:
ARWS, Attn: Jiries Jajeh, (email: jjajeh@arws.com) and Robert Granberg (email: granbergassociates@gmail.com).

Please update condition of title guarantee G2921-2196, dated May 17, 2018. You are authorized to record any documents, disburse the funds, and close this escrow.

Reyna Rico
February 25, 2019
Page 2 of 2

SRWA may seek a subordination agreement for the existing deed of trust. All other title matters of record will be taken subject to. Title exceptions for final determination as to condition of title is Stanislaus Regional Water Authority's (SRWA) responsibility. Please confirm with Mr. Granberg which title exceptions are to be cleared.

You may bill the SRWA, in accordance with agreed upon schedules, for costs of this escrow. The original policy, together with one copy of title insurance, and copies of all recorded documents should be sent to my attention at close of escrow. Payment will not be made until the SRWA receives a conformed copy of the conveyance document showing the Recorder's book and page numbers. When billing the SRWA, please include a copy of the conveyance document showing this information.

Sincerely,

Jiries Jajeh
Right of Way Consultant

Enclosures (2)

cc: Robert Granberg – Stanislaus Regional Water Authority



From: Robert Granberg, General Manager

Prepared by: Robert Granberg, General Manager

1. ACTION RECOMMENDED:

Motion: Approve an Amendment to the Special Services Agreement with West Yost Associates for the Wet Well Design Revision, Surface Water Supply Project (Project) to provide on-going "Engineering Services During Construction (ESDC)" for the Project and increasing the contract amount by \$29,273 to a new total of \$419,432

Resolution: Appropriate \$29,273 to account number 950-53-552.51800_001 "Wet Well Design" to be funded by contributions from SRWA participating members in accordance with previously approved cost sharing agreements

2. DISCUSSION OF ISSUE:

In September 2016, the SRWA entered into a Special Services Agreement with West Yost Associates (West Yost) for engineering consulting services in conjunction with the Wet Well Design Revision as part of the Surface Water Supply Project. Included in the scope of services were Engineering Services During Construction (ESDC). As part of West Yost's Phase 2 services, additional scope was identified to coincide with additional contractor meetings due to an extended construction duration. The combined fee for the original engineering services during construction and Phase 2 program management services allocation totaled \$83,646.

Due to a significant number of contractor submittals and multiple constructability approaches encountered to date, the additional review to evaluate the proposed approaches for providing excavation support and protection, and overall increased work effort by the West Yost team, it was determined the current budget allocated to this project would be insufficient to provide adequate review of future project submittals and to provide technical input to SRWA's Construction Management Team.

West Yost has provided design conformance and program management services not originally identified in existing scope of services. Such additional services include, but are not limited to:

- Review of multiple re-submittals of critical Wet Well project components, and participation in related special project meetings held at the request of the contractor and construction manager.

- Participation in multiple discussions and special project meetings related to Overaa’s pursuit of construction approaches outside of and/or in conflict with the contract documents.
- Engagement of additional senior engineering and construction management staff to review actions proposed by Overaa and advise SRWA on potential risks.

3. FISCAL IMPACT / BUDGET AMENDMENT:

West Yost and their subconsultants have evaluated the amount of ESDC budget used to date and estimated the level of effort required to complete ESDC activities concurrent with the Wet Well construction project. West Yost’s current authorized ESDC budget is \$83,646. A Task Budget transfer of \$20,000 from Program Contingencies (Task 20) to Task 7.04 of West Yost’s Phase 2 Program Management contract was approved at the administrative level in January 2019. The total estimated fee at completion of construction for West Yost and their subconsultants is \$132,919; therefore, a budget augmentation of \$29,273 is needed, as summarized below in Table 1.

Table 1. Requested ESDC Budget Amendment Amount	
Category	Amount
Estimated Total ESDC Charges at Completion of Construction	\$132,919
Currently Authorized ESDC Budget	(\$83,646)
Task Budget Amendment #15 (approved in January 2019)	(\$20,000)
Total Requested Budget Amendment	\$29,273

Therefore, a budget appropriation in the amount of \$29,273 to account number 950-53-552.51800_001 “Wet Well Design” is needed to fund these ESDC services. The cost will be funded via contributions from the SRWA participating members.

4. GENERAL MANAGER’S COMMENTS:

The General Manager is aware of the effort expended to date to review multiple wet well contractor submittals, requests for information, meetings and site visits which have exceeded the currently authorized budget and recommends approval.

5. ENVIRONMENTAL DETERMINATION:

N/A

6. ALTERNATIVES:

The Authority could elect to not approve the amendment, and request that West Yost provide ESDC services only up to the previously authorized budget. The Engineer of Record would then be unable to monitor, advise, assist, or otherwise participate in the remainder of the construction period, aside from limited infiltration gallery development and testing monitoring and support activities already covered under Task 7.04 of West Yost’s Phase 2 Program Management contract.



SRWA
 STANISLAUS REGIONAL
 WATER AUTHORITY

BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

<p>IN THE MATTER OF APPROPRIATING \$29,273 TO ACCOUNT NUMBER 950-53-552.51800_001 "WET WELL DESIGN" TO BE FUNDED BY CONTRIBUTIONS FROM SRWA PARTICIPATING MEMBERS IN ACCORDANCE WITH PREVIOUSLY APPROVED COST SHARING AGREEMENTS</p>	<p>} } } } } } }</p>	<p>RESOLUTION NO. 2019-</p>
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WHEREAS, by separate action the SRWA Board approved a Motion amending the Special Services Agreement with West Yost Associates for the Wet Well Design Revision, Surface Water Supply Project and increasing the contract by \$29,273; and

WHEREAS, the previously adopted 2018-19 budget for the SRWA did not contemplate this contract increase; and

WHEREAS, Staff now proposes amending the 2018-19 SRWA budget to reflect this cost increase.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Stanislaus Regional Water Authority does hereby approve appropriating \$29,273 to account number 950-53-552.51800_001 "Wet Well Design" to be funded by contributions from SRWA participating members in accordance with previously approved cost sharing agreements.

PASSED AND ADOPTED at a regular meeting of the Board of the Stanislaus Regional Water Authority this 28th day of March 2019, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

 Allison Martin, Board Secretary



From: Robert Granberg, General Manager

Prepared by: Robert Granberg, General Manager

1. ACTION RECOMMENDED:

Motion: Approve a letter/agreement with Modesto Irrigation District concerning cooperation and cost sharing on a Tuolumne River watershed sanitary survey

2. DISCUSSION OF ISSUE:

SRWA and Modesto Irrigation District (MID) each are legally required to prepare a Tuolumne River watershed sanitary survey. SRWA and MID staffs have discussed the survey work and we have agreed to cooperate on the preparation of a single survey.

Staff have prepared the attached proposed letter/agreement. Under the terms of the letter/agreement, (1) MID would retain HDR Engineering to prepare the survey and related work, (2) MID and HDR would perform that work in coordination with SRWA, (3) SRWA would receive and be able to use as its own the final survey report, and (4) SRWA would reimburse 61.2% of the HDR costs to MID. The work is expected to cost \$111,792 and SRWA's 61.2% share of the cost would be \$68,347. If certain optional field work is required, SRWA's cost share for that work would be 70% or \$14,760.

3. FISCAL IMPACT / BUDGET AMENDMENT:

N/A

4. GENERAL MANAGER'S COMMENTS:

Recommend approval.

5. ENVIRONMENTAL DETERMINATION:

N/A

6. ALTERNATIVES:

SRWA could prepare its own survey report at a higher cost.



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY

156 S. Broadway, Ste. 270, Turlock, CA 95380

(209) 668-4142 (phone) (209) 668-5695 (fax)

March 28, 2019

Mr. John Davids
Assistant General Manager Water Operations
Modesto Irrigation District
1231 11th Street
Modesto, CA 95354

Re: Watershed Sanitary Survey Cost-Sharing

Dear Mr. John Davids:

This letter confirms our recent discussions concerning Stanislaus Regional Water Authority and Modesto Irrigation District cooperation on the preparation of a watershed sanitary survey for the Tuolumne River watershed. As set forth in more detail below, MID will prepare a survey in coordination with SRWA and SRWA will reimburse MID for a share of the survey costs.

HDR Work

HDR Engineering, Inc. has provided a letter/proposal to MID to prepare a comprehensive watershed sanitary survey to serve the needs of both parties. (See the HDR letter to MID dated October 23, 2018.) It is our understanding that MID will contract with HDR for HDR to prepare the survey and perform the related services and tasks as set forth in the HDR proposal and that you will strive to have HDR complete the work in accordance with the schedule set forth in its proposal.

In working with HDR on the survey work, we ask that MID coordinate and collaborate with SRWA concerning the review and monitoring of the HDR work and the preparation of the watershed sanitary survey report. Please provide the draft report to SRWA and provide us with a meaningful opportunity to review and comment on the draft report. We also request to be invited to any meetings with HDR concerning the HDR work.

When HDR completes its work, we ask that MID provide a copy of the final report and any other related HDR work product to SRWA in paper format and, if MID receives the work product from HDR in an electronic format (e.g., Word file, Excel spreadsheet file, AutoCAD file), in the electronic format as received from HDR.

It is important to SRWA that it be able to use, modify, reproduce, publish, display, broadcast and distribute the final survey report and other HDR work product and to prepare other and additional documents or works based on it. If MID allows HDR to copyright its work product, then SRWA requests that MID require HDR to grant a royalty-free, nonexclusive, and irrevocable

license to SRWA to use, modify, reproduce, publish, display, broadcast and distribute the HDR work product and to prepare derivative and additional documents or works based on the HDR work product.

SRWA Funding

For this joint effort project, SRWA will pay MID for a share of the HDR work costs. The SRWA share shall be 61.2%. Should the optional field work be needed, the SRWA share of the field work shall be 70%. At the end of each month during the HDR work, and after receiving the HDR bill for services for that month, please prepare and submit to SRWA an invoice for SRWA's share of the costs of the work performed during the month. Please include with the MID invoice a copy of the corresponding HDR bill. SRWA agrees to pay the invoice within 30 days of its receipt.

SRWA also requests that MID keep and maintain accurate bookkeeping records documenting all HDR and SRWA bills, invoices, payments, and receipts relating to the HDR work and SRWA funding. SRWA and its employees, accountants, attorneys, and agents would like to be able to review, inspect, copy, and audit these records, including all source documents.

STANISLAUS REGIONAL WATER AUTHORITY

By: _____
Robert Granberg
General Manager

Modesto Irrigation District accepts and agrees to the terms as set forth in SRWA's letter.

Dated: _____ By: _____
_____ [name]
_____ [title]



October 23, 2018

Mrs. Jessica Stillwell
Modesto Irrigation District
1008 Reservoir Road
Waterford, CA 95386

RE: Proposal for Modesto Regional Water Treatment Plant (MRWTP) & Stanislaus Regional Water Authority Regional Surface Water Treatment Plant (SRWA WTP) – 2019 Watershed Sanitary Survey

Dear Mrs. Stillwell:

Please accept this proposal from HDR to provide the “MRWTP and SRWA WTP 2019 Watershed Sanitary Survey.” It is our understanding that the Modesto Irrigation District (District) is partnering with the SRWA to develop a comprehensive watershed sanitary survey to serve the needs of both agencies.

The MRWTP treats surface water from the Modesto Reservoir, which receives diverted water from the Tuolumne River, and the SWRA is planning to construct a WTP that will treat surface water received from the Lower Tuolumne River (which was previously released into the Tuolumne River from Don Pedro Reservoir). Please see Figure 1 (attached) for the approximate limits of the combined study area.

This MRWTP and SRWA WTP 2019 Watershed Sanitary Survey will start with the information included in the 2014 Modesto Reservoir Watershed Sanitary Survey and include updated information on the following:

- MRWTP operations (current and future plans)
- Proposed SRWA WTP operations (future plans assume start of construction in 2020, and operational by late 2022)
- Modesto Reservoir Watershed changes
- Don Pedro Reservoir Watershed changes
- Lower Tuolumne River Watershed, including Turlock Lake, description summaries
- Source water quality data collected since the 2014 Watershed Sanitary Survey (WSS)

The California Code of Regulations (CCR), Title 22, Chapter 17, establishes the Surface Water Treatment Rule (SWTR), which requires that all surface water suppliers conduct a watershed sanitary survey of their watershed(s) at least once every 5 years. The objective of this watershed sanitary survey is to protect the quality of a water systems’ surface water

source by monitoring activities in the source watershed and identifying the risks, so that their impact can be minimized. An effective program will ultimately reduce the levels of pathogens, turbidity, organic compounds, and coliforms in the source waters.

HDR is interested in providing technical services associated with the preparation of the 2019 MRWTP and SRWA WTP Watershed Sanitary Survey to satisfy regulatory requirements for both agencies. This watershed sanitary survey needs to be completed and filed by September 2019. Our proposed scope of work and budget are provided below.

SCOPE OF WORK

Task 1 - Project Management, Client Communications, Client Meetings, and Quality Assurance/Quality Control (QA/QC)

This task includes the management and communications activities required to ensure the project is completed on time and within budget, and addresses the project goals. HDR will prepare invoices on a monthly basis. The monthly progress reports will summarize budget and schedule status in measurable terms.

HDR will also coordinate and attend one (1) joint kick-off meeting and two (2) review meetings in support of the development of the watershed sanitary survey. Other activities include scheduling of staff, regular communications with District and SRWA representatives, and coordinating the QA effort. HDR will institute and maintain a QA/QC program for the work performed on this project. To ensure objectivity, senior technical staff, not involved in the project, will perform internal QA/QC upon completion of the deliverables before they are submitted to the District and SRWA.

Deliverables: *Monthly invoices and monthly project status reports. Meeting agendas and meeting minutes for one (1) kick-off meeting and two (2) additional project meetings. HDR will also conduct monthly conference calls with the District and SRWA to discuss project progress and coordination or data needs.*

Task 2 - Watershed Sanitary Survey

HDR will develop the watershed sanitary survey considering methods to comply with Section 64665 Watershed Requirements of the CCR Title 22 SWTR. In addition, the effort will be conducted with reference and adherence to the EPA's *Guidance Manual for Conducting Sanitary Surveys of Public Water Systems* (2009). The MRWTP and SRWA WTP Watershed Sanitary Survey will include the following:

- **Modesto Reservoir and Don Pedro Reservoir Watershed Physical and Hydrogeological Descriptions:** The updated descriptions will summarize significant changes in activities and possible sources of contamination, including but not limited to the potential impacts of the Rim Fire and other fires that have occurred since the 2014 Modesto Reservoir Watershed Sanitary Survey. The updated descriptions will focus on activities and sources that could affect the quality of the MRWTP and SRWA WTP source waters.
- **Tuolumne River Watershed Physical and Hydrogeological Descriptions:** The descriptions for this additional area will summarize significant activities and possible sources of contamination. These activities may include, among others, the impacts of local cattle and poultry operations to the source water, including potential for algae growth and source of chemicals of emerging concern (CECs), which could affect the water quality at the WTP source.
- **Water Quality Monitoring Data:** The watershed sanitary survey will include a summary of monitoring data collected by the District and SRWA since 2014 to assess the microbial contaminant loads and other potential contaminants at the MRWTP intake (at the Modesto Reservoir). We will also provide a summary based on studies provided by SRWA considering contaminant loads and potential contaminants at the SRWA WTP source water intake, which is an existing infiltration gallery located just west of the Geer Road Bridge. The degree of treatment required will be confirmed in terms of log removals of *Giardia* cysts, *Cryptosporidium* oocysts, and viruses. The data summary will be limited to 5 years.
- **Watershed Control and Management Practices.** We will review current watershed management practices. Additional management practices will be identified that are economically feasible and within each agencies legal authority.

The subtasks include the following:

SUBTASK 2.1 - BACKGROUND DATA REVIEW

HDR will collect readily available information on the following:

- MRWTP operations (current and future plans)
- SRWA WTP proposed operations (future plans, assumed start of construction in 2020 and start of operation in 2022)
- Modesto Reservoir Watershed (including the MID Canals Subwatershed)
- Don Pedro Reservoir Watershed
- Lower Tuolumne River watershed (including Turlock Lake)

- SRWA infiltration gallery watershed in the Tuolumne River just west of Geer Road
- State Water Resources Control Board (SWRCB) information on National Pollution Discharge Elimination Systems (NPDES) permits for dischargers within these watersheds
- Sewer septic information

This subtask includes review of information compiled by HDR for the Don Pedro Relicensing's Pre-Application Document, including updated findings from the relicensing's 2012 water quality study and other recent findings and observations. Background information may include precipitation records, water quality data, land ownership and use, land use planning, existing agreements regarding watershed use, and the location of sources of contamination.

We will also review updated sanitary surveys developed for watersheds upstream, overlapping, or adjacent to the Tuolumne River, which is the primary water supply source for the Modesto Reservoir and the SRWA WTP. The MRWTP's raw water intake draws surface water from the Modesto Reservoir. The proposed SRWA WTP's intake is an existing infiltration gallery in the Tuolumne River just west of Geer Road, near the City of Hughson. Surface water previously stored in Don Pedro Reservoir will be released into the Tuolumne River and diverted at this downstream location. HDR will provide updated summaries for the following watershed sanitary surveys prepared by other water agencies:

- Hetch Hetchy Reservoir Watershed Sanitary Survey, as prepared by the San Francisco Public Utilities Commission
- Don Pedro Reservoir Watershed Sanitary Survey, as prepared by Don Pedro Recreation Agency
- Turlock Lake Watershed Sanitary Survey, as prepared by the Turlock Irrigation District

SUBTASK 2.2 – IDENTIFICATION OF POTENTIAL CONTAMINANT SOURCES

The MRWTP watershed sanitary survey will update information from the 2014 survey related to natural and man-made activities within the watershed that might influence water quality at present or in the future. Naturally occurring activities may include erosion, the activities of wild animals, and wildfires. Man-made activities to be reviewed and identified include wastewater collection systems, wastewater and reclaimed water discharges, septic tanks, grazing animals, poultry operations, cattle feedlot operations, recreational activities (boating, fishing, swimming, hiking, and camping), agricultural drainage, agricultural pesticide and herbicide applications, urban runoff, and other activities identified and observed in the 2014 survey. The update will also consider any improvements within

adjacent parks managed by Stanislaus County, but will focus on improvements made since 2014 that may impact water quality.

For the Don Pedro Reservoir Watershed, the sanitary survey update will consider the documented field observations made during the Don Pedro relicensing pre-application effort, including observations on botanical, wildlife, and recreation activities. Other relevant relicensing studies will also be considered to add specificity and focus to the sanitary survey update. Since HDR has compiled much information and data through the Don Pedro relicensing process, no additional field time will be required for that portion of the watershed. However, HDR included an optional task in this proposal for limited field time and observation of the lower watersheds and visual identification of potential contamination sources.

SUBTASK 2.3 – WATER QUALITY SUMMARY AND REVIEW

For the water quality discussion, HDR will update the following information:

- State and federal drinking water regulation updates since 2013
- Changes to the MRWTP operations that may impact finished water quality including:
 - Addition of the membrane filtration and post ozonation processes (completed in 2015)
 - Improvements to the existing washwater collection system (completed in 2014)
 - Any other treatment changes (e.g., chemical additions) that may impact MRWTP's ability to meet future drinking water regulations
- The proposed SRWA WTP operations that are being considered and how these improvements will impact finished water quality

The sanitary survey will be updated based on a review of existing and recent monitoring records for inorganics, organics, microbiological parameters (including total and fecal coliforms, and *Giardia*, *Cyrtosporidium*, and viruses), algae, and invasive species (including quagga and zebra mussels). We will review the water quality data and graphs to identify trends where they exist. The correlation between microbial loading and turbidity will also be evaluated.

SUBTASK 2.4– COORDINATION WITH THE DIVISION OF DRINKING WATER (DDW)

HDR will contact and coordinate a joint meeting with the designated DDW regional office in order to review the proposed project approach, obtain initial feedback, and identify what information DDW will specifically require for this survey. Preliminary findings will be reviewed by the District, SRWA, and by DDW staff at a second joint meeting. The results

of these meetings will direct the watershed management control program that will be included in the updated watershed sanitary survey.

SUBTASK 2.5 – WATERSHED MANAGEMENT CONTROL PROGRAM DEFINITION

HDR will review the current management practices in the Modesto Reservoir Watershed and the Tuolumne River Watershed. HDR will compare these practices to the management practices recommended in the 2014 survey. Management practices that will be considered include land use, erosion control, inspection and surveillance, emergency response, and public education. From the above tasks, HDR will make recommendations that are within the agencies' authority to mitigate the impact of different activities on the watersheds.

SUBTASK 2.6- REPORT PREPARATION

HDR will prepare and submit an admin draft to the District and SRWA for review prior to submitting the draft Watershed Sanitary Survey update for District, SRWA, and DDW staff to review. The report will analyze existing conditions within the watersheds, expected developments, methods by which the watersheds are managed, and confirm degrees of treatment required. Following the review of the draft report and receipt of written comments, a meeting will be conducted between the District, SRWA, and DDW staffs to review comments and negotiate where appropriate. Written comments received from DDW and accepted will be documented and incorporated into the final Watershed Sanitary Survey update.

Assumptions: *HDR has compiled much of the information and data required to update the sanitary survey in 2014 through the Don Pedro relicensing process. Therefore, no additional field time (for observation) was included in the 2014 MRWTP WSS. For this proposal, HDR has included an optional task for field time that is described further below.*

The agencies will confirm HDR has and/or provide to HDR all recent data (collected since 2014) to be reviewed for this update.

Deliverables: *For the Admin Draft Watershed Sanitary Survey, an electronic copy will be provided to the District and SRWA. For the Draft Watershed Sanitary Survey Report, 3 copies (color and wire bound) of the report will be submitted. Includes 1 copy each for the District, SRWA and DDW.*

For the final report, HDR will submit 9 copies (color and wire bound) along with electronic files (PDF and Microsoft Word/Excel) of the final report for

distribution among the District, SRWA, and DDW. Includes 3 copies each for the District, SRWA and DDW.

Optional Task – Watershed Field Survey

The watershed sanitary survey may require field time and observation of the lower watersheds and visual identification of potential contamination sources. As you know, the size of the watersheds are significant and this could be an extensive effort and cost with minimal benefits. The approach to this optional task assumes that staff at each agency (individuals that know the watersheds and have been monitoring the watersheds for years) will guide HDR during the week of field time starting with the areas that pose the greatest risk.

Our attached cost estimate establishes the assumed level of effort at one week in the field for two engineers and one week of office time for one engineer to summarize findings and incorporate into the watershed sanitary survey.

COMPENSATION

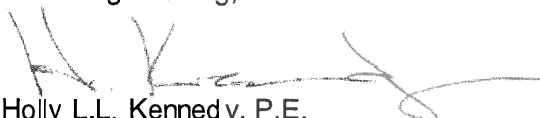
Table 1 (attached) presents the estimated work effort and cost to perform the scope of work described above, broken down by person, billing category and task/subtask.

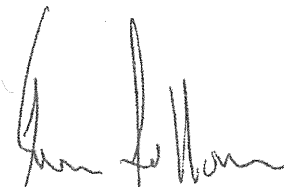
SCHEDULE

Following scope and budget approval, the anticipated duration of the project is 5 to 7 months. Our schedule assumes the project meetings and reviews can be coordinated as joint meetings with both agencies present. This watershed sanitary survey needs to be completed and filed by September 2019.

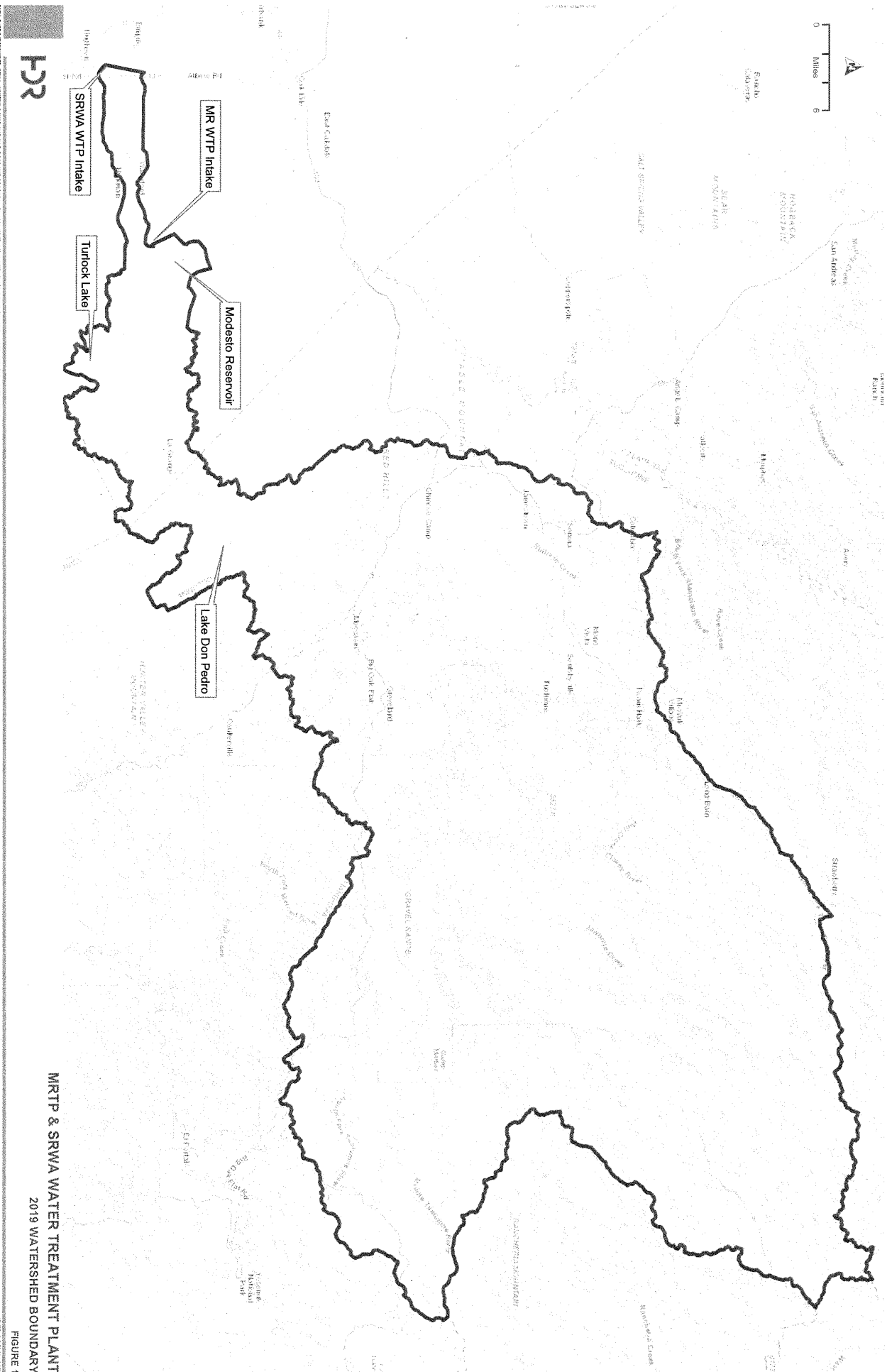
Please contact Kevin Fellows at 916.335.3866 or kevin.fellows@hdrinc.com, if you have any questions, or require additional information. We look forward to being of service.

Sincerely,
HDR Engineering, Inc.


Holly L.L. Kennedy, P.E.
Senior Vice President


Kevin Fellows, P.E.
Project Manager

cc: Karen Pappas, Principal-in-Charge



MRTP & SRWA WATER TREATMENT PLANT
2019 WATERSHED BOUNDARY

Table 1 - Estimated Work Effort and Cost

Modesto Irrigation District

MRWTP & SRWA - Watershed Sanitary Survey

Task No.	Task Description	Principal/ QA/QC	Project Manager	Project Engineer	Staff Engineer	CADD GIS	Admin/ Controller	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$) ²	Total Cost (\$)	% Participation		\$ Participation	
												MID	SRWA	MID	SRWA
Task 1 - Project Management and Quality Assurance/Quality Control (QA/QC)															
1.1	Project Management and Coordination including Monthly Conference Calls (4 assumed)		24	6			20	50	\$9,926	\$100	\$10,026	50%	50%	\$5,013	\$5,013
1.2	QA/QC Program	16	8	4			4	32	\$7,021	\$0	\$7,021	50%	50%	\$3,511	\$3,511
1.3	Kick-off Meeting and Submittal Review Meetings (up to 3 total)		24	18			3	45	\$9,671	\$420	\$10,091	50%	50%	\$5,045	\$5,045
	Subtotal Task 1	16	56	28	0	0	27	127	\$26,618	\$520	\$27,138			\$13,569	\$13,569
Task 2 - Draft Watershed Sanitary Survey Update															
2.1	Background & Data Review		4	8	16			28	\$4,366	\$310	\$4,676	40%	60%	\$1,870	\$2,806
2.2	Identification of Potential Contaminant Sources		4	12	24			40	\$6,004	\$0	\$6,004	40%	60%	\$2,402	\$3,603
2.3	Water Quality Summary & Review		4	8	24			36	\$5,390	\$0	\$5,390	40%	60%	\$2,156	\$3,234
2.4	RWQCB Division of Drinking Water Coordination (2 meetings)	2	16	8	4			30	\$6,565	\$170	\$6,735	40%	60%	\$2,694	\$4,041
2.5	Watershed Management Control Program Definition		4	16	12			32	\$5,083	\$0	\$5,083	40%	60%	\$2,033	\$3,050
2.6a	Draft Report Preparation	4	24	64	120	16	16	244	\$36,883	\$800	\$37,683	30%	70%	\$11,305	\$26,378
2.6b	Submit Admin Draft Report for Review and coordinate comments		4	8	12		2	26	\$4,101	\$150	\$4,251	0%	100%	\$0	\$4,251
2.6c	Final Report Preparation	2	10	20	40	4	8	84	\$12,932	\$1,900	\$14,832	50%	50%	\$7,416	\$7,416
	Subtotal Task 2	8	70	144	252	20	26	520	\$81,324	\$3,330	\$84,654			\$29,876	\$54,778
TOTALS		24	126	172	252	20	53	647	\$107,942	\$3,850	\$111,792			\$43,445	\$68,347
Option Task - Field Work (Optional)															
O.1	Field Work and Summary		8	40	80		4	132	\$19,056	\$2,030	\$21,086	30%	70%	\$6,326	\$14,760
TOTALS w/Optional Task		24	134	212	332	20	57	779	\$126,998	\$5,880	\$132,878			\$49,771	\$83,107