
SANITARY SEWER MANAGEMENT



Prepared for:
WESTERN HILLS WATER DISTRICT
Patterson, California

**Western Hills
Water District**



Table of Contents

Introduction	1
ES-1 Background.....	1
ES-2 System Overview	1
Element 1 Goals	3
1.1 Regulatory Requirements for Goals Element	3
1.2 Goals Discussion	3
Element 2 Organization	4
2.1 Regulatory Requirements for Organization Element	4
2.2 Organization Discussion	4
2.2.1 District Organization	4
2.2.2 Description of General Responsibilities	5
2.2.3 Authorized Representative	6
2.2.4 Responsibility for SSMP Implementation	6
2.2.5 Chain of Communication for Responding to SSOs	8
2.2.6 Chain of Communication for Reporting SSOs	9
Element 3 Overflow Emergency Response Plan	10
3.1 Regulatory Requirements for Overflow Emergency Response Plan	10
3.2 OERP Discussion	11
3.2.1 SSO Notification and Response	11
3.2.2 SSO Reporting	11
3.2.3 SSO Impact Mitigation	12
Element 4 Fats, Oils and Grease Control Program	13
4.1 Regulatory Requirements for FOG Control Program	13
4.2 FOG Control Program Discussion	14

4.2.1	Identification of Grease Problem Areas and Sewer Cleaning	14
4.2.2	Legal Authority	14
4.2.3	FOG Source Control	15
4.2.4	Public Outreach	15
Element 5 Legal Authority		16
5.1	Regulatory Requirements for Legal Authority Element	16
5.2	Legal Authority Discussion	16
5.2.1	Sanitary Code	16
5.2.2	Agreements with Other Agencies	18
Element 6 Measures and Activities		19
6.1	Regulatory Requirements for Measures and Activities	19
6.1.1	Map	19
6.1.2	Resources and Budget.....	19
6.1.3	Preventive Maintenance	19
6.1.4	Condition Assessment	20
6.1.5	Equipment	20
6.1.6	Training	20
6.1.7	Outreach to Plumbers and Building Contractors	20
6.2	Measures and Activities Discussion.....	21
6.2.1	Map	21
6.2.2	Resources and Budget.....	21
6.2.3	Preventive Maintenance	21
6.2.4	Condition Assessment	21
6.2.5	Equipment	22
6.2.6	Training	22
6.2.7	Outreach to Plumbers and Building Contractors	22
Element 7 Design and Construction Standards		23
7.1	Regulatory Requirements for Design and Construction Standards	23
7.1.1	Installation, Rehabilitation, and Repair	23

7.1.2	Inspection and Testing of New and Rehabilitated Facilities	23
7.2	Design and Construction Standards Discussion	23
7.2.1	Installation, Rehabilitation, and Repair	23
7.2.2	Inspection and Testing of New and Rehabilitated Facilities	24
7.2.3	District Standards	24
Element 8 Capacity Management		25
8.1	Regulatory Requirements for Capacity Management	25
8.1.1	Capacity Assessment	25
8.1.2	System Evaluation and Capacity Assurance Plan	25
8.2	Capacity Management Discussion	25
8.2.1	Capacity Assessment	25
8.2.2	System Evaluation and Capacity Assurance Plan	26
Element 9 Monitoring, Measurement, and Program Modifications		27
9.1	Regulatory Requirements for Monitoring, Measurement, And Program Modifications Element	27
9.2	Monitoring, Measurement, and Program Modifications Discussion	27
Element 10 SSMP Audits		29
10.1	Regulatory Requirements for SSMP Audits Element	29
10.2	SSMP Audits Discussion	29
Element 11 Communication Plan		30
11.1	Regulatory Requirements for Communication Plan Element	30
11.2	Communication Plan Discussion	30

List of Tables

Table 2-1	Responsibility for SSMP Implementation by Element	7
Table 3-1	Summary of Reporting Requirements by Agency and SSO Type	12

List of Figures

Figure 2-1	WHWD Organization Chart	5
Figure 2-2	Chain of Communication for Responding to SSO's	9
Figure 2-3	SSO Reporting Responsibilities	9

Appendices

Appendix A	Western Hills Water District Service Area System Map / Diablo Grande to Patterson Trunk Sewer Index Sheet
Appendix B	Contact Information for Key District Staff
Appendix C	Overflow Emergency Response Plan (OERP)
Appendix D	Service Record and Example of Blockage Card
Appendix E	District Formation Documents
Appendix F	WHWD Resolution Adopting the California Plumbing Code
Appendix G	Agreements with Other Agencies
Appendix H	2008 District Sanitary Sewer Maintenance Budget
Appendix I	District Sewer Maintenance Equipment

List of Abbreviations

BWF	Base wastewater flow
CCTV	Closed circuit television
CDFG	California Department of Fish and Game
CIP	Capital Improvement Plan
CIWQS	California Integrated Water Quality System
CPC2007	California Plumbing Code (as adopted by the District)
CVRWQCB	Central Valley Regional Water Quality Control Board
FOG	Fats, Oils and Grease
FSE	Food service establishment
gpm	Gallons per minute
I/I	Infiltration and inflow
ISDHH	Imminent and substantial danger to human health
mgd	million gallons per day
MRP	Master Reclamation Permit
NPDES	National Pollution Discharge Elimination System
OERP	Overflow Emergency Response Plan
OES	Office of Emergency Services
OSHA	Occupational Safety and Health Administration
PF	Peaking Factor
RDI/I	Rainfall-dependent infiltration and inflow
RWQCB	Regional Water Quality Control Board
SCBA	Self contained breathing apparatus
SSMP	Sewer System Management Plan
SSO	Sanitary Sewer Overflow
SWRCB	State Water Resources Control Board
TM	Technical Memorandum
WDR	Waste Discharge Requirements
WHWD	Western Hills Water District

Introduction

ES-1 Background

This Sewer System Management Plan (SSMP) has been prepared in compliance with requirements of the Central Valley Regional Water Quality Control Board (CVRWQCB) pursuant to Section 13267 of the California Water Code, as described in the letter from the RWQCB to the District dated July 7, 2005. The CVRWQCB letter mandates that the District prepare an SSMP following the guidelines in the SSMP Development Guide prepared by the CVRWQCB. The District must also comply with CVRWQCB sanitary sewer overflow (SSO) electronic reporting requirements issued in November 2004.

More recently, the State Water Resources Control Board (SWRCB) acted at its meeting on May 2, 2006 to require all public wastewater collection system agencies in California with greater than one mile of sewers to be regulated under General Waste Discharge Requirements (WDR). The SWRCB action, which will apply to the Western Hills Water District (WHWD, District), also mandates the development of an SSMP and the reporting of SSOs using an electronic reporting system. The SWRCB SSMP requirements are similar to those promulgated by the RWQCB but differ in organization and some details. The District's SSMP is being prepared by the District Engineer, who began drafting the plan at the direction of the WHWD General Manger in November 2008.

The intent of this SSMP is to meet the requirements of both the CVRWQCB and the Statewide Waste Discharge Requirements (WDR). The organization of this document is consistent with the RWQCB guidelines, but the contents address both the CVRWQCB and SWRCB requirements. The SSMP includes eleven sections, as follows:

- I. Goals
- II. Organization
- III. Overflow Emergency Response Plan
- IV. Fats, Oils and Grease Control Program
- V. Legal Authority
- VI. Measures and Activities
- VII. Design and Construction Standards
- VIII. Capacity Management
- IX. Monitoring, Measurement, and Program Modifications
- X. SSMP Audits
- XI. Communication Plan

ES-2 System Overview

Western Hills Water District (WHWD, District) provides wastewater collection service to the community of Diablo Grande. Flows from the District are discharged into the District's Diablo Grande

to Patterson Trunk Sewer which flows down to the valley floor and to the City of Patterson's Wastewater Treatment Plant. There are no combined sanitary sewer and storm water collection facilities within the District. Each system is completely separated with no interconnections.

The District has over 22 miles of pipeline ranging in size from 4 to 18-inches and serving a population of more than 1,000. The District operates no pumping stations. Sanitary sewer flows from the District are conveyed to the City of Patterson's Wastewater Treatment Plan for treatment and disposal.

Appendix A contains a map illustrating the District's sewer collection system.

Element 1 Goals

This SSMP element identifies goals the District has established for the management, operation and maintenance of the sewer system and discusses the role of the SSMP in supporting these goals. These goals provide focus for District staff to continue high-quality work and to implement improvements in the management of the District's wastewater collection system. This section fulfills the Goals requirement of both the CVRWQCB (Element 1) and the SWRCB (Element 1) SSMP requirements.

1.1 Regulatory Requirements for Goals Element

The summarized requirements for the Goals element of the SSMP are as follows:

CVRWQCB Requirement:

The collection system agency must develop goals to manage, operate, and maintain all parts of its collection system. The goals should address the provision of adequate capacity to convey peak wastewater flows, as well as a reduction in the frequency of sanitary sewer overflows (SSOs) and the mitigation of their impacts.

SWRCB Requirement:

The collection system agency must develop goals to properly manage, operate, and maintain all parts of its wastewater collection system in order to reduce and prevent SSOs, as well as to mitigate any SSOs that occur.

1.2 Goals Discussion

The District seeks to provide high quality and cost-effective wastewater collection for its constituents by meeting these goals:

- Be available and responsive to the needs of the public, and work cooperatively with local, state, and federal agencies to reduce, mitigate impacts of, and properly report SSOs.
- Properly manage and operate the District's facilities to minimize SSOs.
- Identify, prioritize, and continuously renew and replace sewer system facilities to maintain reliability.
- Provide capacity for wastewater flows under all sanitary sewer peak flow conditions for both proposed and existing land uses.
- Implement regular, proactive maintenance of the system to remove roots, debris, and fats, oils and grease in areas prone to blockages that may cause sewer backups or SSOs
- Uphold the District's standards and specifications on newly constructed public and private sewers

Element 2 Organization

The intent of this section of the SSMP is to identify District Staff who are responsible for implementing this SSMP, responding to SSO events, and meeting the SSO reporting requirements. This section also includes the designation of the Authorized Representative to meet SWRCB requirements for completing and certifying spill reports. This section fulfills the Organization requirement of both the RWQCB (Element 2) and the SWRCB (Element 2) SSMP requirements.

2.1 Regulatory Requirements for Organization Element

The summarized requirements for the Organization element of the SSMP are as follows:

CVRWQCB Requirement:

The collection system agency's SSMP must identify staff responsible for implementing measures outlined in the SSMP, including management, administration, and maintenance positions. Identify the chain of communication for reporting and responding to SSOs.

SWRCB Requirement:

The collection system agency's SSMP must identify:

1. The name of the responsible or authorized representative;
2. The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. Include lines of authority as shown in an organization chart or similar document with a narrative explanation; and
3. The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).

2.2 Organization Discussion

The following sections outline the District's organization, general and SSMP responsibilities of personnel, authorized representative, and chains of communication for SSO responding and reporting. Names and contact information for current staff is available in Appendix B.

2.2.1 District Organization

Western Hills Water District is a water district organized under the Act of the Legislature of California known as "the California Water District Law," statutes of 1951, Chapter 390. Petitions for the formation of the District were submitted and approved by the Stanislaus County Board of Supervisors in May 1992. The District consists of roughly 5,000 acres. The District is governed by a 5-member Board of Directors elected at large. The District Board routinely meets on the fourth Tuesday of each month, with special meetings called as necessary. Daily management is carried out by the District Manager who oversees the District's staff and reports directly to the Board of Directors. Figure 2-1 illustrates the WHWD organizational structure.

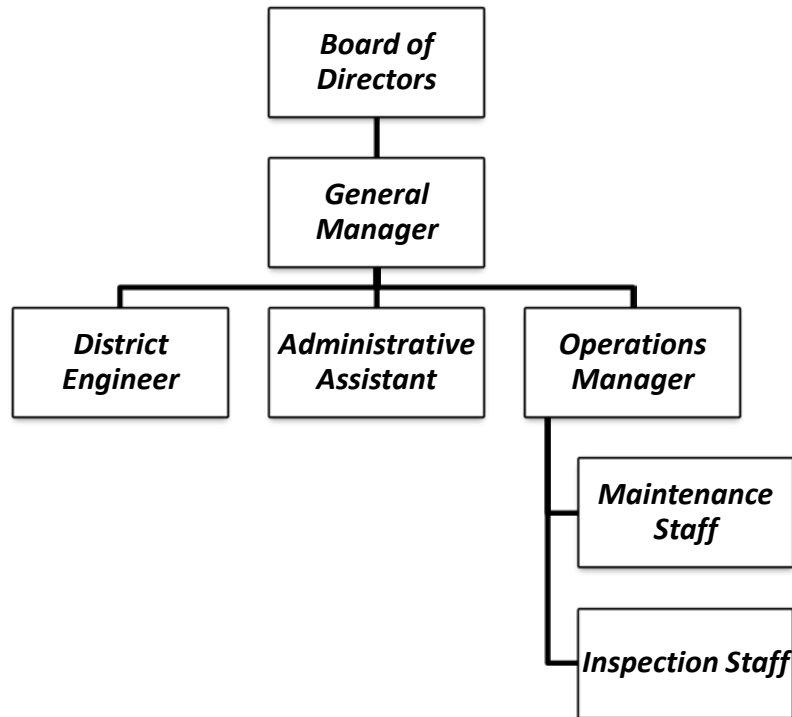


Figure 2-1 WHWD Organization Chart

2.2.2 Description of General Responsibilities

District Manager

Under administrative direction from the Board of Directors, the District Manager plans and manages the affairs of the District and directs the staff in all functions and operations. The District Manager represents Board policy and programs with employees, community organization, and the general public. The District Manager reviews budget requests and makes recommendations to the Board on final expenditure levels, manages all labor/management activities, and performs all related work as required. The District Manager is responsible for the planning and supervision of the District's accounting and financial record keeping activities. The District Manager provides a variety of responsible professional assistance in the areas of accounting, budgeting, and fiscal planning and control, and performs related work as assigned.

Administrative Assistant

Under direction and supervision of the District Manager, the Administrative Assistant performs secretarial, receptionist and administrative tasks, some of which are complex and confidential in nature. The Administrative Assistant provides technical assistance to the general public and public agencies regarding implementing District procedures for development review and permit issuance.

Operations Manager

Under general direction of the District Manager, the Operations Manager plans, directs, manages, and reviews the activities of the Operations Department of the District. The Operations Department maintains, cleans, and repairs the District's wastewater collection system, sewer siphons, and related appurtenances. The Operations Manager also provides direction to Inspection Staff on performing inspections to ensure compliance with approved plans and enforcement of District regulations relating to construction of public and private sewers, and related appurtenances.

Inspection Staff

Under general supervision of the Operations Manager, the Inspection Staff plans, organizes, directs and performs a variety of inspection activities relating to sewer facility construction to ensure compliance with approved plans and enforcement of District regulations relating to construction of public and private sewers, collection system pumping stations, and related appurtenances.

District Engineer

Under general direction of the District Manager, the District Engineer plans, organizes, administers and directs the maintenance, repair, installation and upgrading of the District's wastewater collection system infrastructure and maintains a database on these facilities. The District Engineer provides highly technical professional assistance to the General Manager. The District Engineer performs the full range of civil engineering and office work ranging from routine to complex nature, including development review, design, management, upgrading, inspection of physical facilities and related project work. The District Engineer provides engineering services to District staff, including field operations and maintenance personnel and performs related duties as assigned.

Maintenance Staff

Under general supervision of the Operations Manager, the Maintenance Staff performs a variety of tasks related to the maintenance, cleaning, and repair of the District's wastewater collection system, sewer siphons, and related appurtenances. The Maintenance Crew has specialized responsibilities such as enforcement of District safety regulations.

2.2.3 Authorized Representative

The District Engineer is the District's authorized representative registered with the Central Valley Regional Water Quality Control Board SSO eReporting Program and the California Integrated Water Quality System (CIWQS) to certify SSO reports. The District Engineer prepares and submits electronic reports. Name and contact information for the current authorized representative is available in Appendix B.

2.2.4 Responsibility for SSMP Implementation

The District Manager is responsible for overseeing the overall implementation of the SSMP. Various individuals within the District's organization are responsible for implementing one or

more of the SSMP elements. Table 2-1 summarizes the responsibilities for SSMP implementation by element.

Table 2-1 Responsibility for SSMP Implementation by Element

SSMP Element	Responsible Person(s)
1 Goals	District Manager
2 Organization	District Manager
3 Overflow Emergency Response Plan	Operations Manager
4 FOG Control	Operations Manager
5 Legal Authority	District Manager
6 Measures and Activities	District Manager / Operations Manager
7 Design and Construction Standards	District Engineer
8 Capacity Management	District Manager / District Engineer
9 Monitoring, Measurement and Program Modifications	District Manager / District Engineer
10 SSMP Audits	District Manager
11 Communications Plan	District Manager

Responsibility for Element 1 - Goals

The District Manager is responsible for leading staff in the implementation of the District’s goals.

Responsibility for Element 2 – Organization

The District Manager is responsible for updating the organizational structure, SSMP implementation assignments, and SSO responding and reporting chains of communication, as needed.

Responsibility for Element 3 – Overflow Emergency Response Plan

The Operations Manager is responsible for implementation of the Overflow Emergency Response Plan, including revisions to the plan and annual trainings for maintenance crew members.

Responsibility for Element 4 – Fats, Oils, and Grease Controls

The Operations Manager is responsible for identifying grease hot spots and maintaining an effective cleaning program for grease problem sewers. The Inspection Staff is responsible for inspecting grease interceptor traps that have been installed at non-residential locations at the District Manager’s direction, and for enforcing discharge regulations, as needed.

Responsibility for Element 5 – Legal Authority

The District Manager is responsible for upholding the District’s Sanitary Code and drafting new ordinances, as needed.

Responsibility for Element 6 – Measures and Activities

The District Manager is responsible for 1) Resources and Budget, and 2) Outreach to Plumbers and Building Contractors.

The Operations Manager is responsible for 1) Prioritized Preventive Maintenance, 2) Contingency Equipment and Replacement Inventories, and 3) Training for Maintenance Staff.

The Operations Manager is responsible for 1) Scheduled Inspections and Condition Assessment, and 2) Training for Inspectors.

The District Engineer is responsible for the Collection System map.

Responsibility for Element 7 – Design and Construction Standards

The District Engineer is responsible for reviewing design and construction documents to ensure that all projects meet the District's standards. The District Engineer is also responsible for updating standards for installation, rehabilitation and repair, as needed. The Inspection Staff is responsible for inspecting all construction projects to ensure the District's construction standards have been followed. The Operations Manager is also responsible for updating standards for inspections and testing of new and rehabilitated facilities, as needed.

Responsibility for Element 8 – Capacity Management

The District Engineer is responsible for establishing and assessing capacity requirements for the District's collection system and for preparation and implementation of the District's System Evaluation and Capacity Assurance Plan. The District Manager is responsible development and implementation of the District's long-term Capital Improvement Plan including updating budgets and schedules.

Responsibility for Element 9 – Monitoring, Measurement and Program Modifications

The District Manager is responsible for monitoring implementation and assessing success of the overall SSMP program elements with the assistance of staff. The District Engineer is responsible for identifying trends in SSO occurrences and providing recommendations to the District Manager.

Responsibility for Element 10 – SSMP Audits

The District Manager is responsible for overseeing annual SSMP Audits. The District Engineer is responsible for completing the annual SSMP audit.

Responsibility for Element 11 – Communication Plan

The District Manager is responsible for communicating with the public and nearby agencies the status of the District's SSMP.

2.2.5 Chain of Communication for Responding to SSOs

The communication chain for responding to an SSO is shown in Figure 2-2. Detailed information on the District's overflow response procedure can be found in Element 3 Overflow Emergency Response Plan and in the District's full Overflow Emergency Response Plan (OERP) in Appendix C.

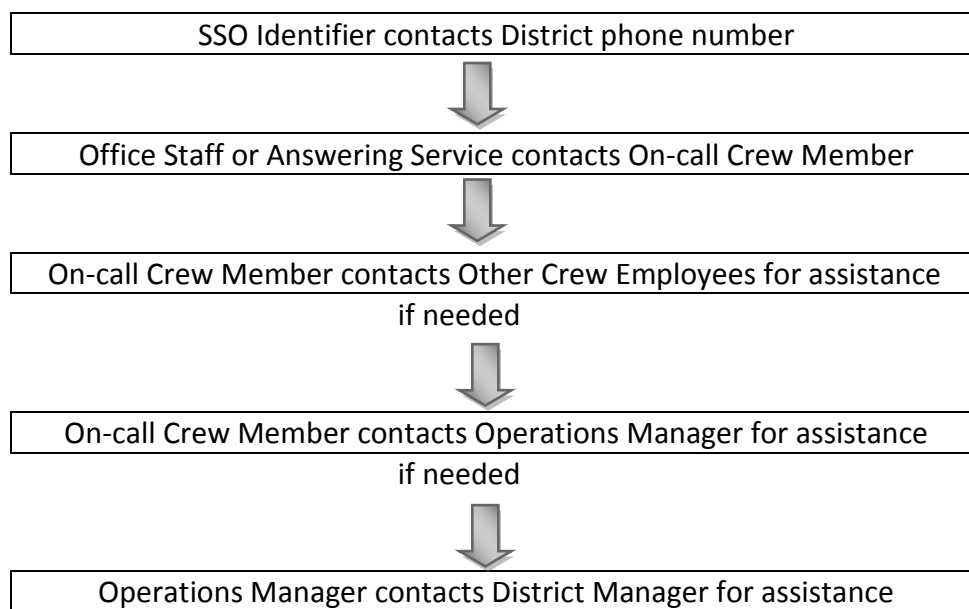


Figure 2-2 Chain of Communication for Responding to SSOs

2.2.6 Chain of Communication for Reporting SSOs

The chain of responsibilities for reporting SSOs to the various regulatory agencies is shown in Figure 2-3. Detailed information on SSO reporting can be found in Element 3 Overflow Emergency Response Plan and in the District’s full Overflow Emergency Response Plan in Appendix C.

Personnel	Reporting Responsibilities
<p>On-call Crew Member</p>	<ul style="list-style-type: none"> ▪ Faxes Stanislaus County Environmental Health Department SSO Report form (> 100 gal or in private residence) ▪ Completes WHWD SSO report form (for spills ≥ 1,000 gal or enters waterways or causes fish kills or ISDHH) ▪ Calls OES to notify (for spills ≥ 1,000 gal or enters waterways or causes fish kills or ISDHH) ▪ Calls Department of Fish and Game (for spills ≥ 1,000 gal or enters waterways or causes fish kills or ISDHH) ▪ Faxes CVRWQCB 24 hour report form (for spills ≥ 1,000 gal or enters waterways or causes fish kills or ISDHH)
<p>Operations Manager</p>	<ul style="list-style-type: none"> ▪ Electronic submits CVRWQCB Long Form (≥ 1,000 gal or causes fish kills or ISDHH) ▪ Electronically submits CVRWQCB Short Form (all other SSO > 100 gal)

*ISDHH = imminent and substantial danger to human health

Figure 2-3 SSO Reporting Responsibilities

Element 3 Overflow Emergency Response Plan

This section of the SSMP provides a summary of the District's overflow emergency response plan. The complete plan is attached in Appendix C. This section fulfills the Overflow Emergency Response Plan requirement of both the CVRWQCB (Element 3) and the SWRCB (Element 6) SSMP requirements.

3.1 Regulatory Requirements for Overflow Emergency Response Plan

The summarized requirements for the Overflow Emergency Response Plan element of the SSMP are as follows:

CVRWQCB Requirement:

The District must develop an overflow emergency response plan (OERP) that provides procedures for SSO notification, response, reporting, and impact mitigation. The response plan should be developed as a stand-alone document and summarized in the SSMP.

SWRCB Requirement:

The District shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

1. Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
2. A program to ensure appropriate response to all overflows;
3. Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, regional water boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the Master Reclamation Permit (MRP). All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDR or National Pollution Discharge Elimination System (NPDES) permit requirements. The SSMP should identify the officials who will receive immediate notification;
4. Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Overflow Emergency Response Plan and are appropriately trained;
5. Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
6. A program to ensure that all reasonable steps are taken to contain untreated wastewater and prevent discharge of untreated wastewater to waters of the United States and minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

3.2 OERP Discussion

The complete OERP is summarized in the sections below.

The OERP is divided into nine sections as follows:

1. Purpose
2. Spill Response
3. Emergency Traffic Control
4. Bypass
5. Containment
6. Reporting and Notification
7. Sign posting
8. Restoration
9. Documentation

3.2.1 SSO Notification and Response

Section 2 of the OERP covers spill detection and response including the procedure for getting the first responder to the site of a potential SSO. The District receives phone calls at one main telephone number that is staffed 24 hours a day by either District Staff or an Answering Service. The District publishes the main telephone number in the local telephone books and on the Diablo Grande website (www.diablogrande.com). Other local agencies, including the police and fire departments, have instructions to call the main telephone number if they receive a report of a problem with the sewer system. When District staff members notice an SSO during the course of their regular activities, they are instructed to call in and notify the main office and to begin responding to the situation, if applicable.

Spill response includes setting priorities for safety, and initial containment measures. During regular business hours, District office staff initiates one or more District Maintenance Workers to respond to a potential SSO notification. The District goal for responding to an SSO during business hours is 45-minutes from receipt of call to arrival at the scene of the problem. During non business hours, the Answering Service representative pages and calls the on-call District Maintenance Worker to respond to a potential SSO notification. The District goal for responding to an SSO during non-business hours is 60-minutes, including the on-call Maintenance Worker arriving at the District office to retrieve response equipment and then at the scene of the problem. The Maintenance Worker(s) become the SSO First Responder and are responsible for mitigation, documentation, most of the reporting, and follow up.

3.2.2 SSO Reporting

Section 6 of the OERP covers Spill Reporting including internal WHWD reporting and external state and local agency reporting. Table 3-1 summarizes the reporting requirements in the OERP. The OERP includes the current contact information for the agencies requiring reporting. Appendix D includes an example of the WHWD Blockage Card which is used for

internal SSO record keeping. Also contained in this appendix is a service record report which will be used to track maintenance issues within the system.

Table 3-1 Summary of Reporting Requirements by Agency and SSO Type

	<100 gallons		100-1,000 gallons		≥ 1,000 gallons	
	No Fish Kill & No ISDHH	Fish Kill or ISDHH	No Fish Kill & No ISDHH	Fish Kill or ISDHH	No Fish Kill & No ISDHH	Fish Kill or ISDHH
WHWD Blockage Card	X	X	X	X	X	X
Stanislaus County Environmental Health Form	‡	X	X	X	X	X
CVRWQCB 24 hr Form		X		X	X	X
CVRWQCB Short Form			X			
CVRWQCB Long Form		X		X	X	X
CVRWQCB Annual Report	X	X	X	X	X	X
CDFG - Call		†		†	†	†
OES - Call		X		X	X	X

ISDHH – Imminent and substantial danger to human health

‡ - Only if the spill has occurred inside a private residence

† - Contacting CDFG directly is highly recommended but not a requirement

3.2.3 SSO Impact Mitigation

Section 4, 5, 7 and 8 of the OERP covers spill mitigation and cleanup including procedures for handling a prolonged SSO situation. Mitigation efforts include instructions for setting up perimeters and control zones to contain an SSO and prevent sewage from reaching surface waters, storm drains, or other sensitive environments. Section 6 and 7 of the OERP covers Public notification procedures to an SSO for endangering the public health including signage.

Element 4 Fats, Oils and Grease Control Program

This section of the SSMP discusses the District's Fats, Oils, and Grease (FOG) control measures, including identification of problem areas, focused cleaning, and source control. This section fulfills the FOG Control Program requirement for both the CVRWQCB (Element 4) and the SWRCB (Element 7) SSMP requirements.

4.1 Regulatory Requirements for FOG Control Program

The requirements for the FOG Control Program element of the SSMP are summarized below:

RWQCB Requirement:

The District must evaluate its service area to determine whether a Fats, Oils, and Grease (FOG) control program is needed. If so, a FOG control program shall be developed as part of the SSMP. If the District determines that a FOG program is unnecessary, proper justification must be provided.

SWRCB Requirement:

The District shall evaluate its service area to determine whether a FOG control program is needed. If the District determines that a FOG program is not needed, the District must provide justification for why it is not needed. If FOG is found to be a problem, the District must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. The FOG source control program shall include the following as appropriate:

1. An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
2. A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
3. The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
4. Requirements to install grease removal devices (such as traps or interceptors) design standards for the grease removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
5. Authority to inspect grease producing facilities, enforcement authorities, and whether the District has sufficient staff to inspect and enforce the FOG ordinance;
6. An identification of sewer system sections subject to FOG blockages and establish a cleaning maintenance schedule for each section; and
7. Development and implementation of source control measures, for all sources of FOG discharged to the sewer system, for each sewer system section identified in (6) above.

4.2 FOG Control Program Discussion

The District has not had a SSO since it began operation of the sanitary sewer system at Diablo Grande in 1999. Currently, all the wastewater generated within the District's service boundary is from residential units with the exception of the Golf Course Club House. The Golf Course Clubhouse has a kitchen and banquet facilities. The Golf Course Clubhouse has a grease interceptor which is regularly checked by District staff. Sewer lines downstream of the Clubhouse grease interceptor are also visually inspected on the same schedule. The interceptor is pumped on a regular basis.

The District currently keeps inspection records on all the sewer facilities within its service boundary. These records indicate there are no FOG hot spots within the sanitary sewer collection system.

It is important to realize, that the vast majority of the sanitary sewer collection facilities the District own and operates are less than ten years old. Most of the sewer lines are PVC which were constructed and tested using modern techniques.

The District has not had any FOG issues to date. However, the District anticipates development of future non-residential land uses within the District's service boundary which will require implementation of an enhanced FOG program. District staff believes that the development of the hotel, spa and village center may trigger implementation of the enhanced FOG program. The elements of the District's future enhanced FOG control program and planned FOG control activities are described below.

4.2.1 Identification of Grease Problem Areas and Sewer Cleaning

The District will establish a grease hotspot database and monthly priority maintenance schedule for flushing and/or rodding problem sewer lines should there ever be a noticeable FOG problem. Additional sewer lines can be added to the monthly priority maintenance schedule after an SSO event or if closed circuit television inspection (CCTV) indicates grease buildup.

The District will develop a map showing the location of known grease problem lines that are being maintained as part of the prioritized maintenance activities. The District will identify known areas with commercial grease sources (e.g. Golf Course Clubhouse Restaurant) and implement an inspection regiment for both the required grease interceptors and sewer lines downstream of those sources.

4.2.2 Legal Authority

The WHWD was created to provide water and sewer service for the community of Diablo Grande. Formation documents are included in Appendix E giving the District the authority to control the various types of waste discharged into its collection system. The District has recently adopted the California Plumbing Code (Code). The District's Code and Standards give the WHWD the legal authority to:

- Limit types of wastes discharged to public sewers
 - Require installation of grease interceptors
 - Require maintenance of grease interceptors
- A. Types of wastes discharged to public sewers. CPC-Chapter 3 Section 306 prohibits the discharge of fats, oils and grease as follows:

“It shall be unlawful for any person to deposit, by any means whatsoever, into any plumbing fixture, floor drain, interceptor, sump, receptor, or device, which is connected to any drainage system, public sewer, private sewer, septic tank, or cesspool, any ashes; cinders; solids; rags; inflammable, poisonous, or explosive liquids or gases; oils; grease; or any other thing whatsoever that would, or could, cause damage to the drainage system or public sewer.”

- B. Installation of grease interceptors. CPC - Chapter 10 Section 1014.1 allows for the District to require installation of grease interceptors at non-residential buildings as follows:

“Where it is determined by the WHWD that waste pretreatment is required, an approved type of grease interceptor(s) complying with the provisions of this section shall be correctly sized and properly installed in grease waste line(s) leading from sinks and drains, such as floor drains and floor sinks and other fixtures or equipment in serving establishments such as restaurants, cafes, lunch counters, cafeterias, bars and clubs, hotels, hospitals, sanitariums, factory or school kitchens, or other establishments where grease may be introduced into the drainage or sewage system in quantities that can effect line stoppage or hinder sewage treatment or private sewage disposal. A grease interceptor shall not be required for individual dwelling units or for any private living quarters. Water closets, urinals, and other plumbing fixtures conveying human waste shall not drain into or through the grease interceptor.”

- C. Maintenance of grease interceptors. CPC - Chapter 10, Section 1014.1.2 requires maintenance of grease interceptors as follows:

“All grease interceptors shall be maintained in efficient operating condition by periodic removal of the accumulated grease and latent material. No such collected grease shall be introduced into any drainage piping or public or private sewer. If the Authority Having Jurisdiction determines that a grease interceptor is not being properly cleaned or maintained, the WHWD shall have the authority to mandate the installation of additional equipment or devices and to mandate a maintenance program.”

4.2.3 FOG Source Control

The District has developed a developed FOG Control Program for use throughout the Diablo Grande service area. The program is very limited, regulating only targeted Food Service Establishments (FSE) through source control activities, including developing a database of FSEs, and inspecting facilities for proper installation and maintenance of grease removal devices. Currently only one FSE exists within the Diablo Grande service area; the Golf Course Club House Restaurant. District staff inspects the grease interceptor at this facility monthly.

4.2.4 Public Outreach

Information regarding keeping FOG out of the sewer system is included in the District’s newsletter which is mailed to all sewer customers on an annual basis in the customer’s bills. The District does not currently perform any other public education outreach activities but may choose to in the future, if warranted.

Element 5 Legal Authority

This element of the SSMP discusses the District's Legal Authority, including its Sanitary Code and agreements with other agencies. This section fulfills the Legal Authority requirement for the RWQCB (Element 5) and the SWRCB (Element 3).

5.1 Regulatory Requirements for Legal Authority Element

The requirements for the Legal Authority element of the SSMP are summarized below:

CVRWQCB Requirement

The District must demonstrate that it has the legal authority (through ordinances, service agreements, and other binding procedures) to control infiltration and inflow (I/I) from satellite collection systems and private service laterals; require proper design, construction, installation, testing, and inspection of new and rehabilitated sewers and laterals; and enforce violation of ordinances.

SWRCB Requirement

The District must demonstrate, through collection system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:

1. Prevent illicit discharges into its wastewater collection system (examples may include infiltration and inflow (I/I), storm water, chemical dumping, unauthorized debris and cut roots, etc.);
2. Require that sewers and connections be properly designed and constructed;
3. Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
4. Limit the discharge of fats, oils, and grease and other debris that may cause blockages, and
5. Enforce any violation of its sewer ordinances.

5.2 Legal Authority Discussion

The District has, or is in the process of obtaining, the legal authority to:

- Assign responsibility for private laterals,
- Prevent illicit discharges,
- Require proper design and construction of sewers and connections,
- Access facilities for maintenance, inspection and repairs,
- Limit the discharge of fats, oils and grease, and debris
- Enforce the provisions of their Sanitary Code.

5.2.1 Sanitary Code

The District has developed Standards and has recently adopted the 2007 California Plumbing Code that established the District's legal authority to control discharges and maintain their sanitary sewer system. A full copy of the District's Standards and Code can be found in the District's Office or in the Office of the District Engineer.

Responsibility for Maintenance of Laterals

The District's Standards establishes the property owners as the responsible party for ownership and maintenance of the sewer lateral from the building cleanout to the District's sewer collection line. The delineation for ownership and maintenance is clearly shown on the details contained within the Districts Standards.

Prevention of Illicit Discharges

The District's Code (Chapter 11 Section 1101.2) prohibits storm water drainage to the District's sanitary sewers as follows:

"Storm water shall not be drained into the sewer intended for sanitary drainage only."

While the District's Code includes a prohibition against extraneous storm water discharges, which includes I/I, and the general authority to access private property for purposes of enforcement of the provisions of the Code, it does not provide the specific vehicle for identifying or requiring correction of I/I on private property. At the present, the District is reviewing several options for a new or upgraded policy that more effectively achieves the District's goal of reducing potential I/I from private properties.

Proper Design and Construction of Sewers and Connections

The District's Standards and Code outlines the District's authority regarding proper design and construction of sewers and connections including:

- Prohibiting connections to the public sewer without a permit (CPC -Chapter 1, Section 108.4)
- Specifying requirements for minimum pipe size and slope for sewers (Standards Section 71, CPC Chapter 7)
- Requiring separate sewers for every house and building (Standards Section 71, CPC Chapter 7, Chapter 11)
- Specifying requirements for pipe materials (Standards Section 71, CPC Chapter 7)
- Specifying requirements for depth of lateral sewers (Standards Section 71, CPC Chapter 7)
- Requiring wye clean-out fittings for lateral sewers (Standards Section 71, CPC Chapter 7)
- Requiring permits for Public Sewer Extensions (CPC -Chapter 1, Section 108.4)
- Requiring plans, profiles and specifications prepared by a registered civil engineer for all public sewer construction applications (CPC -Chapter 1, Section 108.4))
- Requiring sewer design and construction in accordance with District Standards (CPC - Chapter 1, Standards Section 71)

Access for Maintenance, Inspection and Repairs

The District's Code (Chapter 108.5, Right of Entry for Enforcement) details the District's authority to enter buildings for the purpose of protecting the public sewer system and enforcing provisions of the Districts Code as follows:

"Subject to other provisions of the law, officers and agents of the enforcing agency may enter and inspect public and private properties to secure compliance with the rules and regulations..."

The District's Sanitary Code (CPC Chapter 1 Section 108.4.4) provides the District with the authority to inspect all sewer construction work prior to connection to the public sewer as follows:

"Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved."

Limit Discharges of Fats, Oils and Grease, and Debris

As discussed in Element 4 – Fats, Oils and Grease Control Program, the District has the legal authority to control the discharge of fats, oils and grease (along with other substances) to the public sewer.

The District's Sanitary Code (CPC Chapter 3, Section 306) prohibits the discharge of debris as follows:

"It shall be unlawful for any person to deposit, by any means whatsoever, into any plumbing fixture, floor drain, interceptor, sump, receptor, or device, which is connected to any drainage system, public sewer, private sewer, septic tank, or cesspool, any ashes; cinders; solids; rags; inflammable, poisonous, or explosive liquids or gases; oils; grease; or any other thing whatsoever that would, or could, cause damage to the drainage system or public sewer."

Enforcement Measures

The District's Sanitary Code (CPC Chapter 1, Section 108.4.2) details the District's ability to enforce provisions of the Sanitary Code as follows:

"Subject to other provision of the law, any city, county or city and county may prescribe fees to defray the cost of enforcement of the rules and regulations promulgated by the Department of Housing and Community Development. The amount reasonably necessary to administer or process permits, certificates, forms, or other documents, or to defray the costs of enforcement."

5.2.2 Agreements with Other Agencies

The District has contracted with the City of Patterson for the treatment and disposal of wastewater generated within the District's service area. Copies of the Agreement and the Memorandum of Understanding between the City of Patterson and the Western Hills Water District are contained in Appendix G.

Element 6 Measures and Activities

6.1 Regulatory Requirements for Measures and Activities

The requirements for the Measures and Activities element of the SSMP are summarized below:

6.1.1 Map

CVRWQCB Requirement:

The District must maintain current maps of its collection system facilities.

SWRCB Requirement:

The District must maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments, manholes, pumping facilities, pressure pipes, valves, and applicable storm water conveyance facilities.

6.1.2 Resources and Budget

CVRWQCB Requirement:

The District must demonstrate that adequate resources are allocated for the operation, maintenance, and repair of the District's collection system.

SWRCB Requirement:

None

6.1.3 Preventive Maintenance

CVRWQCB Requirement:

The District must demonstrate that prioritized preventive maintenance activities are performed by the District.

SWRCB Requirement:

The District must describe routine preventive operation and maintenance activities by staff and contractors; including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance program should have a system to document scheduled and conducted activities, such as work orders.

6.1.4 Condition Assessment

CVRWQCB Requirement:

The District must identify and prioritize structural deficiencies and implement a program of prioritized short-term and long-term actions to address them.

SWRCB Requirement:

The District must develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long term rehabilitation actions to address each deficiency.

The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short and long term plans plus a schedule for developing the funds needed for the capital improvement plan.

6.1.5 Equipment

CVRWQCB Requirement:

The District must demonstrate that contingency equipment is provided to handle emergencies, and that spare parts are available to minimize equipment/facility downtime during emergencies.

SWRCB Requirement:

The District must provide equipment and replacement part inventories, including identification of critical replacement parts.

6.1.6 Training

CVRWQCB Requirement:

The District must provide training on a regular basis for its collection system operations, maintenance, and monitoring staff.

SWRCB Requirement:

The District must provide training on a regular basis for staff in sanitary sewer system operations, maintenance, and require contractors to be appropriately trained.

6.1.7 Outreach to Plumbers and Building Contractors

CVRWQCB Requirement:

The District must implement an outreach program to educate commercial entities involved in sewer construction or maintenance about the proper practices for preventing blockages in private laterals. This requirement can be met by participating in a region-wide outreach program.

SWRCB Requirement:

None

6.2 Measures and Activities Discussion

The section summarizes the measures and activities of the District to manage their sewer system.

6.2.1 Map

The District maintains an AutoCAD-based program for mapping. Collection system maps are generated at 1"= 200' scale and 1"= 400'. Maps include manholes, pipe diameters, lengths and callouts for inverted siphons, and street names. Record drawings of the Diablo Grande to Patterson Trunk Sewer are also kept up to date. The trunk sewer drawings are at a 1"= 80' scale.

The District Engineer is responsible for updating maps as facilities are added, rehabilitated, and as corrections are identified through field work. Field personnel use a hard-copy maps that cover the entire sewer system at a scale of 1" = 200'. Each crew carries a copy of the maps in their truck. New copies of the maps are produced as changes occur and distributed to District staff as needed.

6.2.2 Resources and Budget

The District prepares an annual budget. The annual budget includes funds for operations (e.g. sewer line maintenance, administration, flushing) and capital improvements (e.g. sewer line replacement, miscellaneous equipment). Element 2 lists the District personnel with their responsibilities for overseeing implementation of the various SSMP Elements. Appendix H contains a copy of the budget for the latest fiscal year.

6.2.3 Preventive Maintenance

The District can either rent the equipment or contract out for the cleaning of all sewer lines. The District cleans the 10 mile trunk line from Diablo Grande to the City of Patterson monthly, and specific portions of the system with known problems on an as need basis. Emergency and routine repairs, including installation of new manholes and rodding inlets, are performed by either District maintenance or contract staff.

Currently, all District service calls and work orders are generated manually. District staff and an after hours answering service are available to receive customer phone calls 24 hours a day, 7 days a week. All customer calls are recorded and a work order is generated to address the customer's complaint or request.

6.2.4 Condition Assessment

Historically, closed circuit television (CCTV) inspection of sewers have been used after problems have been identified as a result of SSOs. The District has not had any collection system problems and has not had to use CCTV to inspect the system..

Results of CCTV inspections are generally provided in the form of written or printed reports and videotapes. Beginning in Fiscal Year 2015 the District will launch a CCTV inspection program to assess the condition of their entire gravity sewer system over a ten year period, inspecting approximately 2 to 3 miles of gravity lines per year. Inspection of each pipe segment will be recorded and scored according to the procedure to be developed by the District Engineer. Scoring information will be used as a tool to evaluate the District's rehabilitation projects and maintenance actions.

A vast majority of the District's wastewater collection facilities are less than 7 years old. These facilities were constructed using modern materials, methods and testing. CCTV records were completed on all sewer lines prior to the District accepting these facilities.

The District has not to replace or repair any wastewater conveyance facilities since it began operation of the collection system. There have been no SSOs in the District.

6.2.5 Equipment

The District has equipment available for regular maintenance and repairs, and to respond to an SSO event. Appendix I contains a current list of the District's equipment including quantities. The District also has a list of contractors that can be contacted during an SSO event to provide a variety of services including pipeline repairs, pipeline cleaning, sewage hauling, rental equipment, diesel fuel, and tank trucks. The OERP also contains a current list of local contractors able to assist the District in a SSO.

6.2.6 Training

All District staff receives safety training in accordance with Occupational Safety and Health Administration (OSHA) requirements. The safety training to District staff for confined space, blood borne pathogens, self contained breathing apparatus (SCBA), and general emergency response is provided by outside contractors. The District provides training on system equipment, operations and maintenance, and annual lockout/tagout procedures. All operations personnel will be trained in overflow emergency response.

When new equipment is acquired, the District utilizes the equipment supplier to provide training to appropriate crew members. The District maintains a log of safety training activities that is kept at the District office. The District is exploring opportunities for a more formalized training process in cooperation with other local agencies (e.g. City of Patterson). The District is considering a strategic training plan in FY2010 that includes regular refreshers in sanitary sewer operations and maintenance.

6.2.7 Outreach to Plumbers and Building Contractors

The District historically has had intermittent contact with local plumbers and building contractors. In the future, the District anticipates utilizing the contractor and plumber outreach materials and guidelines being developed by the California Water Environmental Association (CWEA).

Element 7 Design and Construction Standards

7.1 Regulatory Requirements for Design and Construction Standards

The requirements for the Design and Construction Standards element of the SSMP are summarized below:

7.1.1 Installation, Rehabilitation, and Repair

CVRWQCB Requirement:

The District must demonstrate that minimum design and construction standards and specifications are in place for the installation of new sewer systems and for the rehabilitation and repair of existing sewer systems.

SWRCB Requirement:

The District must have design and construction standards and specifications for the installation of new sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sewer systems.

7.1.2 Inspection and Testing of New and Rehabilitated Facilities

CVRWQCB Requirement:

The District must demonstrate that procedures and standards are in place for the inspection and testing of the installation of new sewers, pump stations, and other appurtenances, as well as for rehabilitation and repair projects.

SWRCB Requirement:

The District must have procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

7.2 Design and Construction Standards Discussion

The District maintains Standard Specifications and Drawings (Standards) that are available by order from the District's office or the Office of the District Engineer. The Standards include information on both installation and inspection of gravity sewers, siphons, and as discussed below. Specifications for pump stations will be developed on a case-by-case basis as needed for construction of specific pump station facilities. Additionally, the District has adopted the 2007 California Plumbing Code. Copies of the California Plumbing Code can be obtained on line and at retail outlets. A copy of the California Plumbing Code is also available for review in the Office of the District Engineer.

7.2.1 Installation, Rehabilitation, and Repair

Criteria for the design of new sewer lines and manholes are detailed in Section 71 and Details S-1 to S-18 of the District's Standards. Criteria include design flows, pipe materials, minimum pipe sizes and slopes, pipe depths and clearance with other utilities, and required fittings. Section 71 and Details S-1 to S-18 of the District's Standards also includes design requirements for private laterals including minimum slopes and cleanouts. Detailed technical requirements for pipe materials and appurtenances are included in Section 71 and Details S-1 to S-18 of the Standards.

Criteria for the construction of new sewer lines are detailed in Section 71 and Details S-1 to S-18 of the District's Standards including trench widths, pipe jointing, and connections to existing systems.

7.2.2 Inspection and Testing of New and Rehabilitated Facilities

Criteria for testing and inspecting new and rehabilitated sewers and force mains are detailed in Section 71 and Details S-1 to S-18 of the District's Standards including water tests, air tests, infiltration tests, deflection tests, cleaning and television inspection.

7.2.3 District Standards

The District Engineer is responsible for maintain the District Standards. These Standards have been identified as a key element for the proper construction and maintenance of the sanitary sewer system. District Standards will be reviewed and updated annually as a part of the SSMP.

Element 8 Capacity Management

8.1 Regulatory Requirements for Capacity Management

The requirements for the Capacity Management element of the SSMP are summarized below:

8.1.1 Capacity Assessment

CVRWQCB Requirement:

The District must show that a process is established to assess the current and future capacity requirements of its collection system.

SWRCB Requirements:

The District must evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events. Where design criteria do not exist or are deficient, the District must establish appropriate design criteria.

8.1.2 System Evaluation and Capacity Assurance Plan

CVRWQCB Requirement:

The District must prepare a CIP to provide hydraulic capacity of key collection system elements under peak flow conditions.

SWRCB Requirements:

The District must establish a short- and long-term capital improvement plan (CIP) to address identified hydraulic deficiencies including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding. The District shall develop a schedule of completion dates for all portions of the CIP. This schedule shall be reviewed and updated at least every two years.

8.2 Capacity Management Discussion

The District's capacity assessment and assurance plan are discussed below.

8.2.1 Capacity Assessment

The District owns and operates the sewer collection system that serves Diablo Grande. Construction of the sewer collection system began in 1999 and was built using modern materials and techniques. As a result of this, the District's collection system does not suffer from many problems which plague older un-engineered systems. Several features of the District's system include:

1. All the facilities are master planned.
2. All lines within the District's Service boundary are designed to flow by gravity without surcharging under peak flow conditions.
3. Flushing appurtenances are incorporated into the design and construction of all lines greater than 15 inches diameter.

As land is developed within the service boundary of the District, the sanitary sewer collection system is expanded. Sewer collection lines are extended at the land developer's expense. All facilities must meet the District Standards in place at the time the system is designed and constructed. The Standard's included rigorous testing of the collection system facilities prior to the District accepting the improvements. These tests include construction observation of the facilities, mandrel testing, CCTV inspection and pressure testing.

All sewer collection facilities are master planned prior to construction. A sewer model of the proposed and existing facilities is evaluated to assure capacity exists within the system. Copies of the master planning documents are kept by the District Engineer. The District Engineer is required to review and approve all master planning documents, capacity assessment documents and models. All plans (master plans and improvement plans) must be stamped by a Registered California Engineer.

The District's has experienced no SSO's. This is due in part to the evolution of the system. Prior to any sewer facilities being constructed, the District Standards were developed. These standards used very conservative values to estimate wastewater generation rates, I&I values, peaking factors and other facility construction parameters. The District is able to monitor overall wastewater flow rates from the system using a flow meter on installed on the Patterson to Diablo Trunk Sewer. These flow rates indicate residential sewer generation rates roughly two thirds the values that were originally assume.

8.2.2 System Evaluation and Capacity Assurance Plan

The District has completed an overall assessment of sanitary sewer collection system. This was based on a review off the following:

1. Sewer CCTV inspections dating from 1999 to 2006
2. A review of the master planning documents and addendums.
3. District Standard's
4. Flow data from the Patterson to Diablo Trunk Sewer
5. Mapping of current residential units.

Based on this review, the District does not have any capacity issues or any known sanitary sewer collection system deficiencies. District staff will be developing a program over the next two years to develop refined budgets for ongoing maintenance and maintenance equipment purchases which will be part of a CIP program.

The CIP Program and budgets will be reevaluated on an annual basis.

Element 9 Monitoring, Measurement, and Program Modifications

9.1 Regulatory Requirements for Monitoring, Measurement, and Program Modifications Element

The requirements for the Monitoring, Measurement, and Program Modifications element of the SSMP are summarized below:

CVRWQCB Requirement:

The District must monitor the effectiveness of each SSMP element and update and modify SSMP elements to keep them current, accurate, and available for audit as appropriate.

SWRCB Requirement:

The District shall:

1. Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
2. Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
3. Assess the success of the preventative maintenance program;
4. Update program elements, as appropriate, based on monitoring or performance evaluations; and
5. Identify and illustrate SSO trends, including: frequency, location, and volume.

9.2 Monitoring, Measurement, and Program Modifications Discussion

The District maintains complaint and blockage records (hardcopy and spreadsheet format) and other preventive maintenance activities, and records problems (e.g., excessive debris, observed manhole defects) identified through regular sewer maintenance activities on special forms. In 2009, the District began using the RWQCB's electronic SSO reporting system which records the number, volume, locations, and causes of SSOs.

The District is currently developing the sewer inventory, mapping and maintenance database to more efficiently track and utilize records related to any segment of pipe in their system. All complaints and service calls will be logged, all preventive and corrective maintenance activities will be recorded, and the sewer inspection history of any segment of pipe will be retrievable and the data used to develop condition ratings that will aid in prioritizing future sewer rehabilitation projects, maintenance activities, and updating other SSMP program elements, as applicable. The sewer system data base will incorporate the pipe and manhole condition ratings from inspections conducted.

With the information available in the database and the SSO reporting system, the District will be able to measure the effectiveness of the SSMP by tracking various parameters related to service calls, maintenance and inspection activities, as well as by comparing SSO trends from previous years and identifying system components that continually contribute to system failures. Specifically, the District plans to track the following parameters with which to measure the effectiveness of the SSMP and its effectiveness in reducing SSOs:

- Number of SSOs per year
- Volume of SSOs per year
- Number of dry weather SSOs per year

- Number of SSOs per year by cause (e.g., roots, grease, pipe failure, I/I, pump failure or other deficiency, etc.)
- Response time to SSOs and other service calls (time from call received to first responder arriving on site)
- Length of gravity sewers cleaned annually
- Actual versus scheduled cleaning dates for gravity sewers
- Length of gravity sewers CCTV inspected annually

The SSMP will be audited as described in Element 10 SSMP Audits.

Element 10 SSMP Audits

10.1 Regulatory Requirements for SSMP Audits Element

The requirements for the SSMP Audits element of the SSMP are summarized below:

CVRWQCB Requirement:

The District must conduct an annual audit of their SSMP that includes any deficiencies and steps to correct them that are appropriate to the size of the District's system and the number of overflows. The District must submit a report of its annual audit.

SWRCB Requirement:

The District shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the District's compliance with the SSMP requirements, including identification of any deficiencies in the SSMP and steps to correct them.

10.2 SSMP Audits Discussion

The District will complete annual audits of their SSMP beginning in December 2009. The audit will be completed internally, by the District Engineer. The audit will include:

- Review of progress made on development of SSMP elements
- Identification of successes of implementing SSMP elements and needed improvements
- Description of system improvements during the past year
- Description of system improvements planned for the upcoming year

Upon completion of the audit, the District Engineer will submit a report of the audit to the CVRWQCB and to the SWRCB by March 15 of the year following the calendar year for which the audit was completed.

Element 11 Communication Plan

11.1 Regulatory Requirements for Communication Plan Element

The requirements for the Communication Plan element of the SSMP are summarized below:

CVRWQCB Requirement:

None

SWRCB Requirement:

The District shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the District as the program is developed and implemented. The District shall also create a plan of communication with systems that are tributary and/or satellite to the District's sanitary sewer system.

11.2 Communication Plan Discussion

The District publishes a annual newsletter to inform the public about their activities. Information on the development and implementation of SSMP elements has and will continue to be included in the annual newsletter. District staff reports on the progress of SSMP development and implementation periodically at District Board Meetings, which are held monthly and open to the public.

Appendix A

WHWD Service Area System Map / Diablo Grande to Patterson Sewer Trunk
Sewer Index Sheet

Appendix B

Contact Information for Key District Staff

WHWD Staff Contact Information

District Main Phone Line – (209) 892-4384

Stan Duck

Operations Manager

9521 Morton Davis Drive

Patterson, Ca 95363

(P) 209-892-4384

(M) 209-985-7800

(F) 209-892-4386

Jerry Phillips

WHWD System Operations

9521 Morton Davis Drive

Patterson, Ca 95363

(P) 209-892-1467

(M) 209-620-0491

(F) 209-892-4386

Ray Madison

Field Operations Manager

9521 Morton Davis Drive

Patterson, Ca 95363

(P) 209-892-6951

(M) 209-404-1200

(F) 209-892-7654

Dwain Sanders

General Manager

9521 Morton Davis Drive

Patterson, Ca 95363

(P) 209-892-7421

(M) 209-480-0340

(F) 209-892-5195

Patrick Garvey

District Engineer

9521 Morton Davis Drive

Patterson, Ca 95363

(P) 916-576-0324

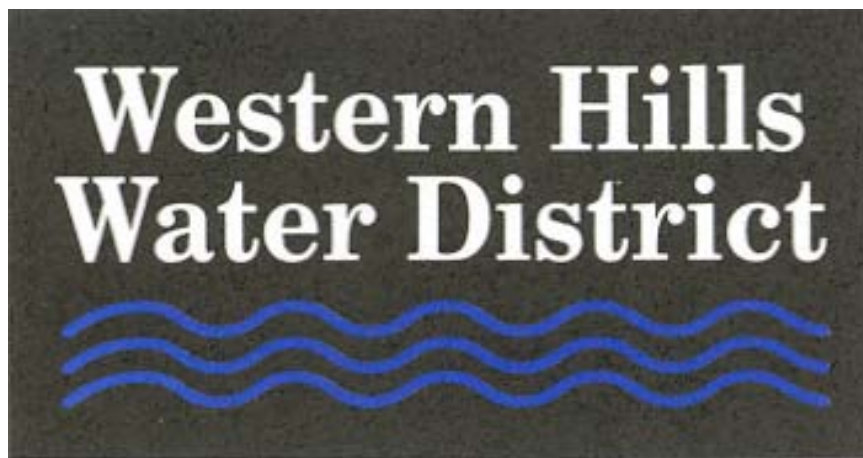
(M) 916-213-1938

(F) 916-564-4203

Appendix C

Overflow Emergency Response Plan

Sanitary Sewer
Overflow Emergency
Response Plan
(OERP)



August 2009

TABLE OF CONTENTS

1	PURPOSE	1
2	SPILL RESPONSE	2
3	EMERGENCY TRAFFIC CONTROL.....	3
4	BYPASS	4
5	CONTAINMENT	6
6	REPORTING AND NOTIFICATION	8
7	SIGN POSTING.....	10
8	RESTORATION	11
9	DOCUMENTATION	12

SECTION 1 PURPOSE

The purpose of the Sanitary Sewer Overflow Response Plan is to minimize the impact of sanitary sewer overflows (SSO's) to the public and the environment. All sanitary sewer overflows will be responded to in a timely manner to expedite the necessary steps to relieve the overflow. Relieving the sewage blockage and spill containment will be the Western Hills Water District's (District, WHWD) highest priority, taking in to consideration public health concerns. This response plan will be the guideline for the standard operating procedures in the event of a sanitary sewer overflow. The response plan will be reviewed periodically to ensure that all corrective measures are being taken.

SECTION 2 SPILL RESPONSE

When the Operations Staff is notified of a potential Sanitary Sewer Overflow during working hours, they will notify the District Operations Manager. After hours, on call Operations Staff will notify the Operations Manger of a potential sanitary sewer overflow, the Operations Manger will notify all other District staff members from to assist in the spill response.

- 2.1** The crew will respond to the site of the complaint with the proper Spill Response material. If the problem is identified as an actual spill, it may be necessary to send for additional equipment.
- 2.2** The Operations Manger will assess the problem and assign the response crew job duties in order to eliminate the overflow. The Operations Manager will notify the both the District General Manager and District Engineer whether the problem occurs during normal business hours or after-hours.
- 2.3** If the problem has escalated to an emergency situation, we will use District inter-departmental assistance, such as construction staff, Water Operations Staff, etc. If we need assistance from an outside service, we shall call the following contractors:

City of Patterson – Public Works Operations

Contact: Mr. Robert Andrade
1 Plaza
PO Box 667
Patterson, CA 95363
Phone: (209) 895-8060
Fax: (209) 895-8069

SECTION 3 EMERGENCY TRAFFIC CONTROL

In the event that the spill is located in a high traffic area, the operations staff will utilize assistance from other departments. If the staff is being utilized at that particular time, then we will seek assistance from the following:

Diablo Grande Operations

Contact: Stan Duck
Operations Manager
9521 Morton Davis Drive
Patterson, CA 95363
Phone: (209) 892-4384
Mobile: (209) 985-7800
Fax: (209) 892-4386

Stanislaus County Sheriff's Department

250 E. Hackett
Modesto, CA 95358
209-525-7188
209-525-7048

Veolia Water North American Operations Services, LLC

Contact: Mr. Tommy Heather
550 Commerce Avenue
Atwater, CA 95301
Phone: (209) 357-3451
Mobile: (209) 769-8336
Fax: (209) 357-3453
Diablo Grande WTP: (209) 892-1574

City of Patterson – Public Works Operations

Contact: Mr. Robert Andrade
1 Plaza
PO Box 667
Patterson, CA. 95363
Phone: (209) 895-8060
Fax: (209) 895-8069

SECTION 4 BY-PASS

If the blockage is not relieved within the first few attempts (120 minutes), it is crucial that the bypass procedures are followed immediately.

- 4.1** Locate the nearest downstream manhole that can accept the additional flow.
- 4.2** Set up a 3 inch pump for smaller collection lines, and the 6 inch pump for larger transmission lines, this should be used as a guideline, be advised that larger pumps may be needed. The pump discharge hose should be secured or placed far enough into the manhole that it will not come out during pumping. The pump and pump hose should be protected from traffic by barricades. If additional pumps are needed, they shall be rented.
- 4.3** Should the District require additional assistance or equipment, the following list of resources is provided and is available to resolve the SSO.

Primary Rental Equipment Company (Misc. Equipment, pumps, backhoes etc.)

Cat Rental (Holt of California) - The Cat Rental Store
Jason Hjelmstad
700 No. Walnut Road
Turlock, CA 95380
Phone: 209-668-5820
Fax: 209-634-8527

Second Rental Equipment Company

Hertz Equipment Rental
Keith Ille
2030 Crows Landing Road
Modesto, CA 95358
Phone: 209-581-9782
Fax: 209-581-9797

Traffic Control Equipment Rental (could be same as rental company)

Cat Rental (Holt of California) - The Cat Rental Store

Jason Hjelmstad

700 No. Walnut Road

Turlock, CA 95380

Phone: 209-668-5820

Fax: 209-634-8527

Sewer Inspection / Rodding

Teichert Construction

723 S. Kilroy Road

Turlock, CA 95380

Phone : (209) 632-6600

Ashvac

P.O. Box 966

Tracy, CA 95378

Phone : (209) 836-3054

Roto Rooter

2924 W. Hatch Road

Modesto, CA 95358

Phone : (209) 634-7804

Diede Construction, Inc

12393 N. Highway, Frontage Road

Lodi, CA 95240

Phone : (209) 369-8255

Fax : (209) 368-0600

Sewer/Septage Hauler

Sun Valley Pumping

Rick & Debbie Borrelli

3319 So. Tegner Road

Turlock, CA 95380

Phone: 209-667-8010

General Engineering Contractor (sewer emergency work)

Mountain Cascade Inc.

555 Exchange Court

Livermore, CA 94551

Phone: 925-373-8370

Fax: 209-373-0179

Teichert Construction

723 S. Kilroy Road

Turlock, CA 95380

Phone : (209) 632-6600

SECTION 5 CONTAINMENT

Containment is District's top priority. The Operations Staff will make every effort to keep the SSO in a small area as possible. It is preferred that the crew keeps the SSO in the street and out of storm drains. To make sure the SSO is contained, the Operations Staff will use the following methods:

- 5.1** Use sand bags, rubber/plastic blankets, 3 inch high rubber dams, or soil to keep the overflow from reaching a storm drain.

- 5.2** Should the overflow take place in an area not normally accessible to the public, such as fields, tributaries, etc., the operations staff will use any reasonable means to contain the flow in that area for recovery.

- 5.3** Should the flow be too much to be contained on the street and is identified as a danger to the public, the operations staff will allow the flow to enter the storm drain or catch basin. The crew will make every reasonable attempt to dam up the spill in the storm drain or catch basin and recover it from that point.

- 5.4** At this time the operations staff leader will appoint someone to retrieve a sample or samples from the spill area, whether it is from a creek, catch basin, detention basin, tributary, or street. Sample bottles are located in at the Diablo Grande Water Treatment Plant and at the District Operations Field Office. Operations staff leader will verify that the sample is taken to certified analytical laboratory. Sample will be analyzed for fecal coliform, total coliform, total nitrogen, total phosphorus and plate count. Samples will be collected for three days within a seven day period. Chain of custody and other reporting protocol shall be strictly followed.

SECTION 6 REPORTING AND NOTIFICATION

All SSOs must be reported as soon as: (1) District Staff has knowledge of the discharge, (2) reporting is possible and (3) reporting can be provided without substantially impeding cleanup or other emergency measures.

For any discharges of sewage that result in a discharge to a drainage channel or a surface water, the spill shall, as soon as possible but not later than two (2) hours after becoming aware of the discharge, notify the State Office of Emergency Services, the local health officer or directors of environmental health with jurisdiction over affected water bodies, and the Central Valley Regional Water Quality Control Board. As soon as possible, but not later than twenty-four (24) hours after becoming aware of a discharge to a drainage channel or surface water, a certification stating that the State Office of Emergency Services and the local health officer or directors of environmental health with jurisdiction over the affected water bodies have been notified shall be submitted to the Central Valley Regional Water Quality Control Board.

Initial reporting of SSOs must be reported to the Online SSO System as soon as possible but no later than 3 business days after we are aware of the SSO. Minimum information that must be contained in the 3-day report must include all information identified in *Section 9, Monitoring and Reporting Program No. 2006-003*, except item 9.k. A final certified report must be completed through the Online SSO System, within 15 calendar days of the conclusion of SSO response and remediation.

Initial reporting of SSOs that do not discharge to a drainage channel or surface water must be reported to the Central Valley Water Quality Control Board within 24 hours after the District becomes aware of the SSO, where notification is possible, and notification can be provided without substantially impeding cleanup or other emergency measures.

Minimum information that must be contained in the 24-hour report must include all information identified in *Section C.2 of R9-2007-0005*. All reporting and notification will be given to the proper authorities, and will be made according to the following procedure:

- 6.1** During working hours, reporting and notification will be made by contacting the Operations Manager or by any of the following District personnel, contact names and numbers are as follows:

Stan Duck
Operations Manager
9521 Morton Davis Drive
Patterson, CA 95363
Phone: (209) 892-4384
Mobile: (209) 985-7800
Fax: (209) 892-4386

Patrick Garvey
District Engineer
9521 Morton Davis Drive
Patterson, CA 95363
Phone: (916) 576-0324
Mobile: (916) 642-9150
Fax: (916) 564-4203

Jerry Phillips
WHWD System Operations
9521 Morton Davis Drive
Patterson, CA 95363
Phone: (209) 892-1467
Mobile: (209) 620-0491
Fax: (209) 892-4386

- 6.2** In an event of any SSO, the following agencies will be notified.

Office of Emergency Service
Phone (800) 852-7550
Fax (916) 262-1677

Central Valley Regional Water Quality Control Board

1685 E Street Fresno, CA 93706

Phone (559) 445-5116

Fax (559) 445-5910

Stanislaus County Environmental Resources

3800 Cornucopia Way, Suite C

Modesto, CA 95358

Phone: 209-525-6700

Fax: 209-525-6774

California Department of Public Health

Mr. Joe Spano, District Engineer

31 Channel Street, Suite 270

Stockton, CA 95202

SECTION 7 POSTING

Public health and safety is the top priority of the District. We will post the proper signs to warn the public of potential contamination hazards.

- 7.1** Posting of contamination signs will be done in all cases whether there is standing water or the ground is saturated.

- 7.2** Signs will be placed in locations with high visibility as so that they can be seen from all routes that the public might take to enter an area.

- 7.3** Signs will remain posted for a period of not less than five days, unless directed by the Operations Manager.

SECTION 8 RESTORATION

We will make every effort to restore the environment to the condition that existed before the SSO occurred by using the following procedures:

- 8.1** If the SSO occurred in the street, staff will apply household bleach to the affected area and use the nearest fire hydrant to wash down the area, provide de-chlorination if needed and recover wash down water, as much as possible. If the SSO occurred in an unpaved/dirt area staff would apply hydrated lime as needed for odor control and apply class 2 base at a minimum of two inches (2") of coverage.
- 8.2** Collect and dispose of any standing or pooled sewage that is accessible to the public.
- 8.3** Recover any sewage within storm drains, channels, curb, gutters, and culverts.
- 8.4** Clear surrounding area of paper, solids, and any other signs of a SSO.
- 8.5** We will replace vegetation, sidewalks, asphalt, fencing or any other items that were damaged as a result of the SSO or the crews working to restore service.

SECTION 9 DISTRICT DOCUMENTATION

Documentation shall contain the following information:

- 9.1** Beginning and ending time of the SSO.
- 9.2** Exact location of the SSO.
- 9.3** Any and all conditions that may have contributed to the cause of the SSO.
- 9.4** Did the SSO reach surface waters or a storm drain?
- 9.5** Total gallons spilled and the amount recovered.
- 9.6** Damage that was caused and any repairs that were made.
- 9.7** Photographs of the affected area.

Appendix D

Example Service Record Report and Sewer Overflow Response Report

SEWER OVERFLOW RESPONSE REPORT

Time Overflow Stopped (indicate am or pm)		Volume of Overflow Recovered (gallons)		MANHOLE #'S (see WHWD Sewer Map)
				Overflowing manhole:
Total Time of Overflow (indicate minutes or hours)		Total Time of Overflow (indicate minutes or hours)		Upstream manhole:
				Downstream manhole:
Receiving Waters spill reached (list all)				
Containment/ Recovery/ Clean Up Methods Used (list all)				
Causes: (circle one or fill in) <input type="checkbox"/> Roots <input type="checkbox"/> Grease <input type="checkbox"/> Paper/Debris <input type="checkbox"/> Pipe Collapse <input type="checkbox"/> Other (fill in)				
Signs Posted:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Notified:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Barricade Erected <input type="checkbox"/> Yes <input type="checkbox"/> No
May affect fish and/or wildlife:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Photographs Taken:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Line added to 6 month maintenance schedule <input type="checkbox"/> Yes <input type="checkbox"/> No
Follow Up with CCTV:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Date:	Results:	
Samples Taken:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Date Analyzed	Results:	
Repairs Made:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Date:	Extent of Repairs:	

SEWER OVERFLOW RESPONSE REPORT

Time Overflow Stopped (indicate am or pm)		Volume of Overflow Recovered (gallons)		MANHOLE #'S (see WHWD Sewer Map)
				Overflowing manhole:
Total Time of Overflow (indicate minutes or hours)		Total Time of Overflow (indicate minutes or hours)		Upstream manhole:
				Downstream manhole:
Receiving Waters spill reached (list all)				
Containment/ Recovery/ Clean Up Methods Used (list all)				
Causes: (circle one or fill in) <input type="checkbox"/> Roots <input type="checkbox"/> Grease <input type="checkbox"/> Paper/Debris <input type="checkbox"/> Pipe Collapse <input type="checkbox"/> Other (fill in)				
Signs Posted:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Notified:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Barricade Erected <input type="checkbox"/> Yes <input type="checkbox"/> No
May affect fish and/or wildlife:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Photographs Taken:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Line added to 6 month maintenance schedule <input type="checkbox"/> Yes <input type="checkbox"/> No
Follow Up with CCTV:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Date:	Results:	
Samples Taken:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Date Analyzed	Results:	
Repairs Made:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Date:	Extent of Repairs:	

SERVICE RECORD REPORT

Western Hills Water District

Date Called In:

Day of the Week:

Mon

Tues

Wed

Thurs

Fri

Sat

Sun

Street Address/
Location:

Cross Street:

Weather:

Reporting Person:

Phone Number:

Nature of Report: District Blockage Private Blockage Flood Out House Inspection Other (explain)

Names of responding crew:

WEEKDAY

Time Called In:

Arrival Time:

Departure Time

WEEKNIGHT, WEEKEND, OR HOLIDAY

Weeknight

Weekend

Holiday

Time answering service took call:

Time answering service delivered call:

Time crew arrived on site:

Time crew left site:

Why Service is Needed:

Action Taken:

District Follow Up Needed:

None

Hand Rod

Re-check

Dig & Repair

Re-Rod

Flush

Other (explain)

Date Completed:

Private Follow Up Needed:

None

Lateral Repair

Install Bypass

Other (explain)

Date Completed:

Appendix E

WHWD Formation Documents

LAFCO

S T A N I S L A U S
LOCAL AGENCY FORMATION COMMISSION

1100 H STREET.
(209) 525-7660

MODESTO, CALIFORNIA 95354
FAX: 209-525-6507

May 19, 1992

Russell A. Newman
Normoyle & Newman
1700 Standiford Avenue
Suite A-340
Modesto, CA 95350

SUBJECT: CERTIFICATE OF COMPLETION - WESTERN HILLS WATER DISTRICT

Dear Russ:


The Board of Supervisors declared the results of the Western Hills Water District Formation Election on May 12, 1992 (Resolution 92-562). However, the Board did not, by order entered on its minutes, declare the district formed, as required by Section 34500 of the California Water Code. Therefore, this matter will be placed as a consent item on the June 2 agenda. Upon completion, the Board is required, under Section 34501 of the Water Code, to immediately file for record in the office of county recorder, a certified copy of the order declaring the district formed.

The Board of Supervisors, as conducting authority, shall also transmit a certified copy of the resolution forming the Western Hills Water District to the LAFCO Executive Officer. Under Government Code Section 57200, the executive officer shall file a certificate of completion with the State Board of Equalization. The fee for this filing is based on acreage and the amount for this district formation is \$1,200.00. Please submit a check payable to the "State Board of Equalization" in the amount of \$1,200.00 to the LAFCO clerk as soon as possible after the June 2, 1992 Board meeting.

Thank you in advance for you cooperation in this matter.

Sincerely,

Ron E. Freitas
Executive Officer

By: 
Fran Sutton-Berardi
Senior Planner

FSB/bp,L12

PLEASE SEND RECORDED DOCUMENTS TO:

053581 JUN -892

CLERK TO THE BOARD
STANISLAUS COUNTY BOARD OF SUPERVISORS
1100 H STREET
MODESTO CA 95354

Lower
Copy you requested
Pat

RECORDED AT 2:25 BY
Stanislaus County
OFFICIAL RECORDS
STANISLAUS CO. CALIF.
KAREN MATHEWS, RECORDER
no fee



S T A N I S L A U S
LOCAL AGENCY FORMATION COMMISSION
1100 H STREET
(209) 525-7660
MODESTO, CALIFORNIA 95354
FAX: 209-525-6507

DATE: June 8, 1992

SUBJECT: CERTIFICATE OF COMPLETION

This CERTIFICATE OF COMPLETION has been prepared and filed pursuant to

LAFCO

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Planning *A*

BOARD AGENDA # *D-2

Urgent Routine X

AGENDA DATE June 2, 1992

CAO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO X

SUBJECT: Declaration of the formation of the Western Hills Water District.

RECEIVED

JUN 04 1992

STAFF
RECOMMEN-
DATIONS:

LAFCO

1. In accordance with California Water Code Section 34500, the Board on May 12, 1992 declared the results of the Western Hills Water District Formation Election and now, therefore, be it resolved that the Board shall by order enter on its minutes declare the territory (Western Hills Water District) formed as a district and shall issue certificates of election to the persons elected to the district office; and
2. In accordance with California Water Code Section 34501, the Board shall immediately file for record in the Office of the Stanislaus County Recorder a certified copy of the order declaring the district formal.

053581 JUN-892

FISCAL
IMPACT: None.

BOARD ACTION

No. 92-703

On motion of Supervisor Caruso, Seconded by Supervisor Blom and approved by the following vote,

Ayes: Supervisors: Starn, Blom, Simon, Caruso and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

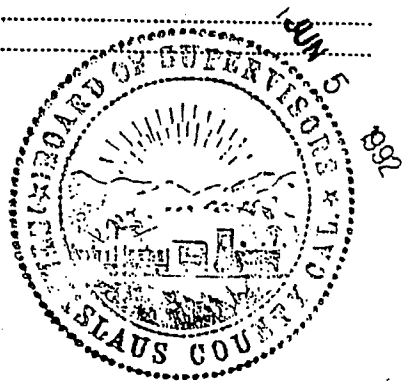
Motion:

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

CHRISTINE D. FERRARO

Clerk to the Board of Supervisors of the County of Stanislaus, State of California

By: *Cristina Ferraro*



PAGE TWO

SUBJECT: DECLARATION OF THE FORMATION OF THE WESTERN HILLS
WATER DISTRICT

DISCUSSION: On March 10, 1992 the Board of Supervisors approved Resolution No. 92-338, ordering that a formation election be conducted for the proposed Western Hills Water District. The election was conducted on April 30, 1992 and your Board declared the results of the election on May 12, 1992 (Resolution No. 92-562).

POLICY ISSUES: In accordance with California Water Code Sections 34500 and 34501, the Board shall declare the results of the election, enter its minutes declaring the territory formed as a district, issue certificates of election to the persons elected to the district offices, and file for record in the office of county recorder, a certified copy of the order declaring the district formed.

**STAFFING
IMPACT:** Not applicable.

053581 JUN-8 92

FORMATION OF WESTERN HILLS
WATER DISTRICT

Description:

Commencing at the Northwest Corner of Section 7, Township 6 South, Range 7 East, M.D.B.&M., said point occurring on the Range Line between Ranges 6 and 7 East, and being the TRUE POINT OF BEGINNING for this description. Thence in an easterly direction along the north line of Section 7, T.6 S., R.7 E., a distance of 8180.70 feet more or less to the northeast corner of said Section 7. Thence in a southerly direction along the East line of Section 7, T.6 S., R.7 E., a distance of 5280 feet more or less to the southeast corner of said Section 7. Thence in a westerly direction along the south line of Section 7, T.6 S., R.7 E., a distance of 2640 feet more or less to the northeast corner of Government Lot Number 1, lying within Section 18, Township 6 South, Range 7 East. Thence in a southerly direction along the easterly line of Government Lots 1 and 10 in Section 18, T.6 S., R.7 E., and Government Lots 1 and 10 in Section 19 T.6 S., R.7 E., a distance of 10,560 feet more or less to the southeast corner of Government Lot 10, said corner lying on the south line of Section 19, T.6 S., R.7 E. Thence in a westerly direction along the south line of Section 19, also being the south line of Government Lots 10 and 9 in Section 19, T.6 S., R.7 E., a distance of 2640 feet more or less to the northeast corner of Government Lot 3, said corner lying on the north line of Section 30, T.6 S., R.7 E. Thence in a southerly direction along the easterly line of Government Lot 3 a distance of 2640 feet more or less to the southeast corner of said Government Lot 3. Thence in a westerly direction along the southerly line of Government Lots 3 and 5, a distance of 2903 feet more or less to the southwest corner of Government Lot 5, said corner lying on the westerly line of Section 30, said point being the west quarter corner of Section 30, T.6 S., R.7 E., said point also being the east quarter corner of Section 25, Township 6 South, Range 6 East. Thence in a southerly direction along the east line of Section 25, T.6 S., R.6 E., a distance of 2640 feet more or less to the southeast corner of said Section 25, T.6 S., R.6 E. Thence in a westerly direction along the southerly line of Sections 25 and 26, T.6 S., R.6 E., a distance of 7920 feet more or less to the southerly quarter corner of Section 26, T.6 S., R.6 E. Thence in a northerly direction through the center of Section 26 and 23 a distance of 10,560 feet more or less to a point on the north line of Section 23, T.6 S., R.6 E., with said point being the north quarter corner of Section 23, T.6 S., R.6 E. Thence easterly along the north line of Section 23, T.6 S., R.6 E., a distance of 2640 feet more or less to the northeast corner of Section 23, T.6 S., R.6 E., said point being also the southwest corner of Section 13, T.6 S., R.6 E. Thence in a northerly direction along the west line of Section 13, T.6 S., R.6 E., a distance of 5280 feet more or less to the northwest corner of Section 13, T.6 S., R.6 E. Thence in an easterly direction along the north line of Section 13, T.6 S., R.6 E., a distance of 5280 feet more or less to the northeast corner of Section 13, T.6 S., R.6 E., said point also being the southwest corner of Section 7, T.6 S., R.7 E., and lying on the range line between Ranges 6 and 7 East. Thence in a northerly direction along the west line of Section 7, T.6 S., R.7 E., a distance of 5280 feet more or less to the northwest corner of Section 7, T.6 S., R.7 E., said point being also the TRUE POINT OF BEGINNING, and encompassing 5070 acres more or less.

053581 JUN-892

DCRAWHWDDEANJ28

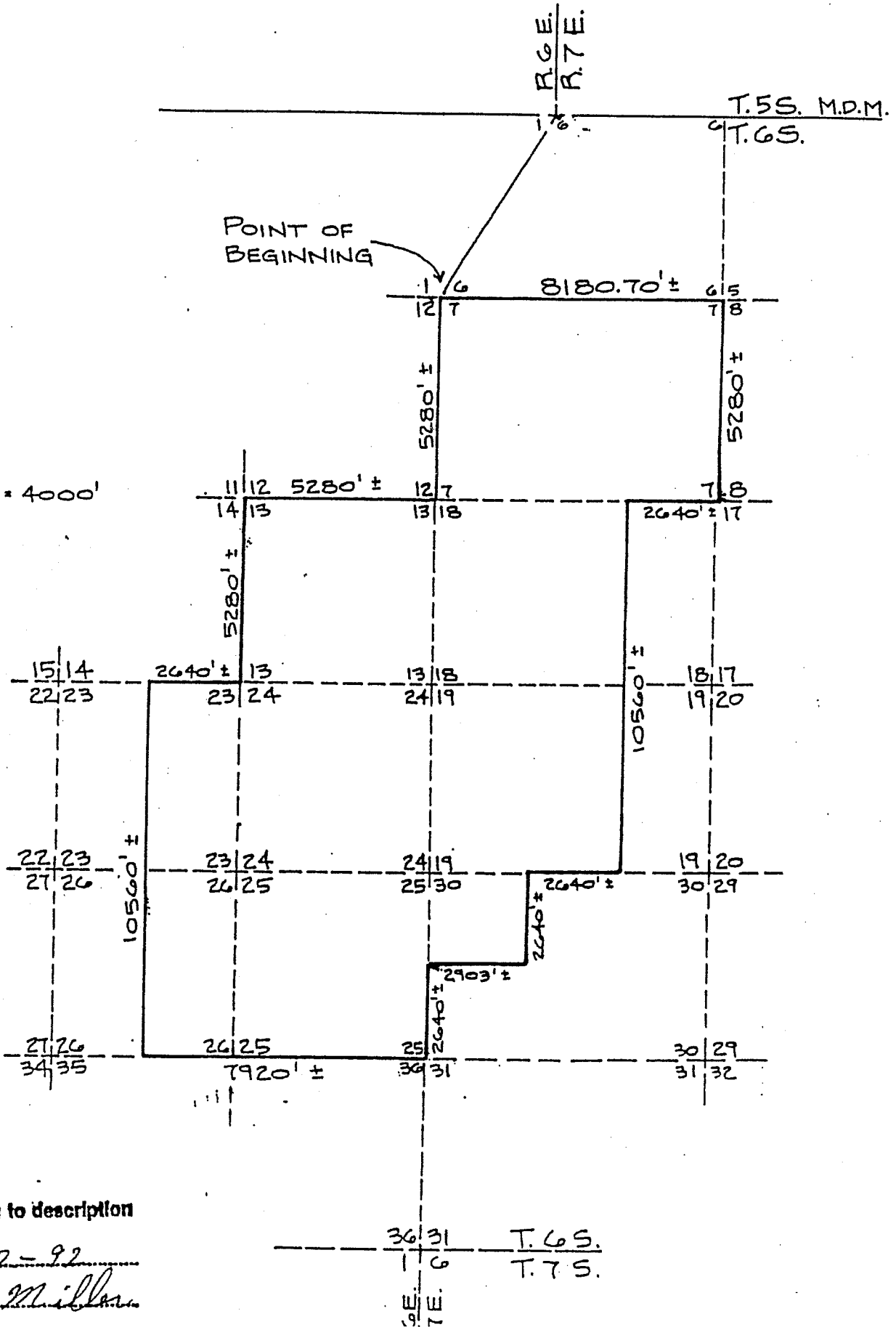
Approved as to description

ON 1-30-99
BY City Miller

FORMATION OF WESTERN HILLS WATER DISTRICT



SCALE: 1" = 4000'



053581 JUN-892

Approved as to description

ON 1-30-92
BY H. J. Miller

1 PETITION FOR FORMATION OF WESTERN HILLS WATER DISTRICT

2
3 TO THE HONORABLE BOARD OF SUPERVISORS
4 COUNTY OF STANISLAUS
5 STATE OF CALIFORNIA

6
7 The undersigned Petitioners propose the organization and present this petition for
8 the purpose of forming a Water District to be known as the WESTERN HILLS WATER
9 DISTRICT under the provisions of the Act of the Legislature of California known as "the
10 California Water District Law," statutes of 1951, Chapter 390, as said law has been amended and
11 is now in effect and contained in the Water Code of California, Sections 34000 et seq.. Pursuant
12 to Stanislaus County Local Agency Formation Commission Resolution 92-03, attached to this
13 petition as Exhibit "A", the formation of said district has been authorized and Petitioners request
14 formation.

15
16 Petitioners further allege:

17 1. Petitioners are the holders of title to certain lands which are capable of
18 using water beneficially for irrigation, domestic, industrial and municipal purposes and which can
19 be serviced from common sources of supply and by the same system of works.

20
21 2. Petitioners propose to form a Water District to be known as WESTERN
22 HILLS WATER DISTRICT under the provisions of the above mentioned act.

23 3. Said lands are located entirely in Stanislaus County, California.

24 4. The description of the proposed boundaries of said District is as follows:

25 All that property lying within Township 6 South, Range 6 East described as
26 follows:
27
28

NORMOYL JEWMAN
A PROFESSIONAL CORPORATION
1700 STANDISH AVENUE
SUITE A-340
MODESTO, CA 95350
(209) 521-8521

1 All of Sections 13, 24, 25, and; the East one-half of Section 23, and; the East one-
2 half of Section 26. All that property lying within Township 6 South, Range 7
3 East described as follows; all of Section 7, and; Lots 1 through 10 of Section 18
4 as dimensioned and identified on Exhibit "B", and; Lots 1 through 10 of Section
5 19 as dimensioned and identified on Exhibit "B", and; Lots 3 through 5 of Section
6 30 as dimensioned and identified on Exhibit "B":

7
8 5. The proposed District consists of approximately 5,000 acres.

9 6. The place where the principle business of the proposed District is to be
10 transacted is 1700 Standiford Avenue, Suite A-340, Modesto, California 95350.

11 7. The District proposes to study means of obtaining water, to supplement the
12 underlying groundwaters, from one or more of the following sources:

13 (a) Surplus water from Yuba County transmitted to the District by
14 agreement with the Yuba County and the State Water Resources
15 Board;

16 (b) Water from the Metropolitan Water District of Southern
17 California through a proposed exchange agreement between the
18 District and MWDSC;

19 (c) Surplus water from the Kaweah River in connection with
20 agreement with the Metropolitan Water District of Southern
21 California; and

22 (d) Other private water right holders with water transmitted to the District by
23 agreement with the State Water Resources Board.

24 8. Petitioner's request that the offices of Assessor and Tax Collector of said
25 water district be consolidated.
26
27
28


NORMOYLE EWMAN
A PROFESSIONAL CORPORATION
1700 STANDIFORD AVENUE
SUITE A-340
MODESTO, CA 95350
(209) 521-9521

NORMOYLE & WMAN
A PROFESSIONAL CORPORATION
1700 STANDIFORD AVENUE
SUITE A-340
MODESTO, CA 95380
(209) 521-9521

1 9. Petitioners request that the consolidated offices of Assessor and Tax
2 Collector of said water district be filled by appointment.

3 WHEREFORE, Petitioners pray that after such notice and proceedings as are
4 provided by law, the honorable board make and cause to be certified and filed for the record an
5 order declaring the territory within the boundaries herein described duly organized as a Water
6 District under the name of WESTERN HILLS WATER DISTRICT. Petitioners request that the
7 public hearing prescribed by Section 34301 the California Water Code be called at the earliest
8 possible date upon compliance with Section 34168 of the Water Code and being the earliest
9 regular meeting of the Board of Supervisors occurring after 22 days from submission of this
10 petition.
11



12 Petitioners further request that the Board forthwith call and give notice of an
13 election for purposes of determining formation of the District pursuant to Section 34400,
14 California Water Code, that such election be conducted by mail pursuant to the procedures and
15 direction of Stanislaus County Elections Division, and that the undersigned petitioners be
16 nominated to fill the offices of the directors of the proposed District.
17

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF SIGNING</u>
 DANIEL PANOZY	P.O. Box 379 Braselton, GA 30517	1/31/92
ESTHER STAHLER		
RUKI RENOV		
RIVKI ROSENWALD		

1 9. Petitioners request that the consolidated offices of Assessor and Tax
2 Collector of said water district be filled by appointment.

3 WHEREFORE, Petitioners pray that after such notice and proceedings as are
4 provided by law, the honorable board make and cause to be certified and filed for the record an
5 order declaring the territory within the boundaries herein described duly organized as a Water
6 District under the name of WESTERN HILLS WATER DISTRICT. Petitioners request that the
7 public hearing prescribed by Section 34301 the California Water Code be called at the earliest
8 possible date upon compliance with Section 34168 of the Water Code and being the earliest
9 regular meeting of the Board of Supervisors occurring after 22 days from submission of this
10 petition.
11

12
13 Petitioners further request that the Board forthwith call and give notice of an
14 election for purposes of determining formation of the District pursuant to Section 34400,
15 California Water Code, that such election be conducted by mail pursuant to the procedures and
16 direction of Stanislaus County Elections Division, and that the undersigned petitioners be
17 nominated to fill the offices of the directors of the proposed District.
18

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF SIGNING</u>
DANIEL PANOZ		
	10 Lakeside Dr Lawrence NY 11557	1/31/92
ESTHER STAHLER		
	172 Bellway Lawrence, Ny 11557	1/31/92
RUKI RENOV		
RIVKI ROSENWALD		

NORMAN F. NEWMAN
A PROFESSIONAL CORPORATION
1700 STANDISH AVENUE
SUITE A-340
MODESTO, CA 95350
(209) 521-9521

1 9. Petitioners request that the consolidated offices of Assessor and Tax
2 Collector of said water district be filled by appointment.

3 WHEREFORE, Petitioners pray that after such notice and proceedings as are
4 provided by law, the honorable board make and cause to be certified and filed for the record an
5 order declaring the territory within the boundaries herein described duly organized as a Water
6 District under the name of WESTERN HILLS WATER DISTRICT. Petitioners request that the
7 public hearing prescribed by Section 34301 the California Water Code be called at the earliest
8 possible date upon compliance with Section 34168 of the Water Code and being the earliest
9 regular meeting of the Board of Supervisors occurring after 22 days from submission of this
10 petition.
11

12 Petitioners further request that the Board forthwith call and give notice of an
13 election for purposes of determining formation of the District pursuant to Section 34400,
14 California Water Code, that such election be conducted by mail pursuant to the procedures and
15 direction of Stanislaus County Elections Division, and that the undersigned petitioners be
16 nominated to fill the offices of the directors of the proposed District.
17

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF SIGNING</u>
DANIEL PANOZ		
ESTHER STAHLER		
RUKI RENOV <i>Rivki Rosenwald</i>	30 WEST 63RD ST. APT 6H NY NY 10023	1/30/92
RIVKI ROSENWALD		

NORMOYLE LEWMAN
A PROFESSIONAL CORPORATION
1700 STANDFORD AVENUE
SUITE A-340
MODESTO, CA 95350
(209) 521-9521

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DIABLO GRANDE LIMITED PARTNERSHIP
By: DIABLO GRANDE, INC. A California Corporation, General Partner

1700 Standiford Ave., Suite A340
Modesto, CA 95350

2/4/92

By: RUSSELL A. NEWMAN
Assistant Secretary of Diablo Grande, Inc.

NORMAN & NEWMAN
A PROFESSIONAL CORPORATION
1700 STANDIFORD AVENUE
SUITE A-340
MODESTO, CA 95350
(209) 521-9521

FORMATION OF WESTERN HILLS
WATER DISTRICT

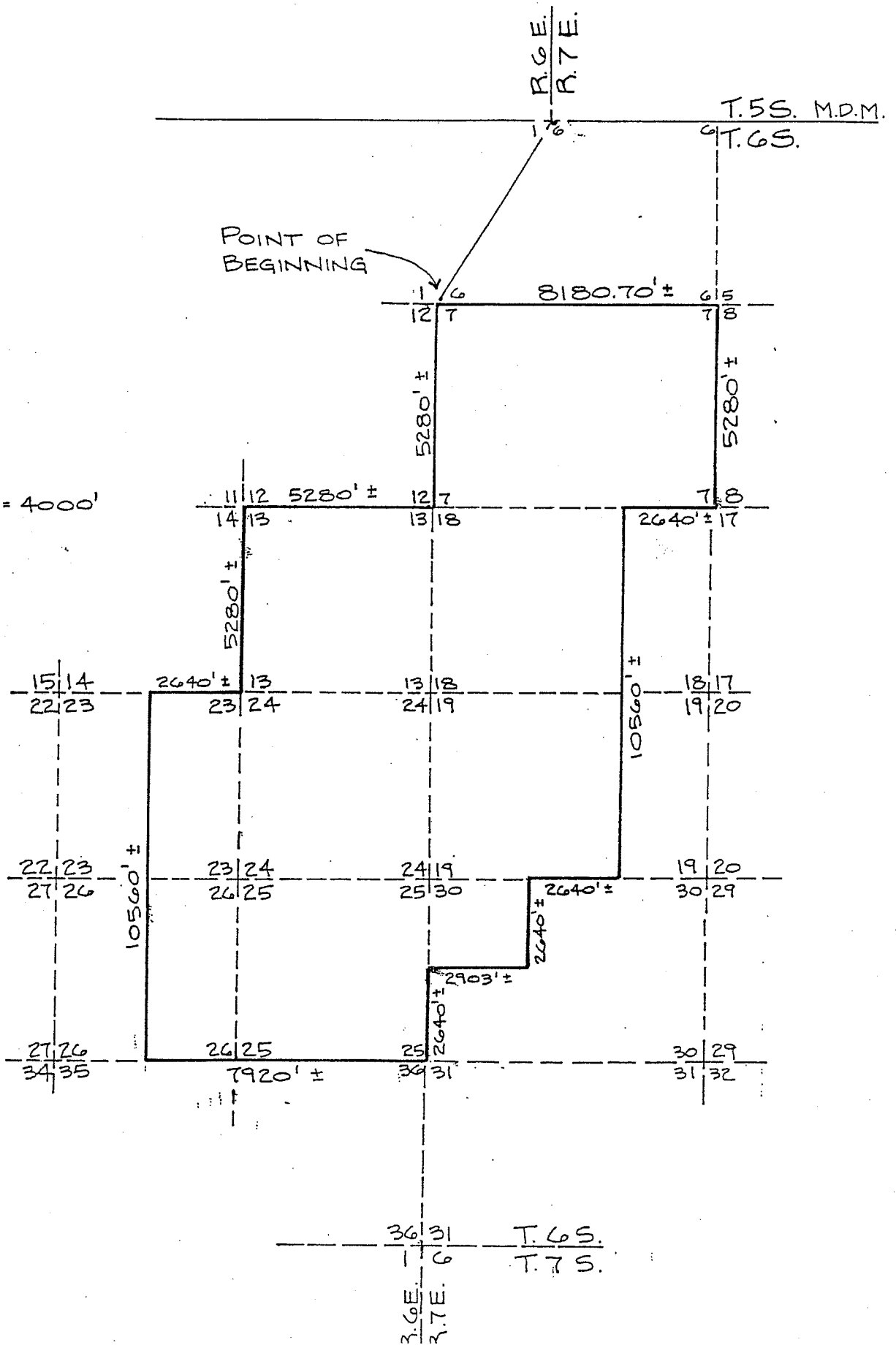
Description:

Commencing at the Northwest Corner of Section 7, Township 6 South, Range 7 East, M.D.B.&M., said point occurring on the Range Line between Ranges 6 and 7 East, and being the TRUE POINT OF BEGINNING for this description. Thence in an easterly direction along the north line of Section 7, T.6 S., R.7 E., a distance of 8180.70 feet more or less to the northeast corner of said Section 7. Thence in a southerly direction along the East line of Section 7, T.6 S., R.7 E., a distance of 5280 feet more or less to the southeast corner of said Section 7. Thence in a westerly direction along the south line of Section 7, T.6 S., R.7 E., a distance of 2640 feet more or less to the northeast corner of Government Lot Number 1, lying within Section 18, Township 6 South, Range 7 East. Thence in a southerly direction along the easterly line of Government Lots 1 and 10 in Section 18, T.6 S., R.7 E., and Government Lots 1 and 10 in Section 19 T.6 S., R.7 E., a distance of 10,560 feet more or less to the southeast corner of Government Lot 10, said corner lying on the south line of Section 19, T.6 S., R.7 E. Thence in a westerly direction along the south line of Section 19, also being the south line of Government Lots 10 and 9 in Section 19, T.6 S., R.7 E., a distance of 2640 feet more or less to the northeast corner of Government Lot 3, said corner lying on the north line of Section 30, T.6 S., R.7 E. Thence in a southerly direction along the easterly line of Government Lot 3 a distance of 2640 feet more or less to the southeast corner of said Government Lot 3. Thence in a westerly direction along the southerly line of Government Lots 3 and 5, a distance of 2903 feet more or less to the southwest corner of Government Lot 5, said corner lying on the westerly line of Section 30, said point being the west quarter corner of Section 30, T.6 S., R.7 E., said point also being the east quarter corner of Section 25, Township 6 South, Range 6 East. Thence in a southerly direction along the east line of Section 25, T.6 S., R.6 E., a distance of 2640 feet more or less to the southeast corner of said Section 25, T.6 S., R.6 E. Thence in a westerly direction along the southerly line of Sections 25 and 26, T.6 S., R.6 E., a distance of 7920 feet more or less to the southerly quarter corner of Section 26, T.6 S., R.6 E. Thence in a northerly direction through the center of Section 26 and 23 a distance of 10,560 feet more or less to a point on the north line of Section 23, T.6 S., R.6 E., with said point being the north quarter corner of Section 23, T.6 S., R.6 E. Thence easterly along the north line of Section 23, T.6 S., R.6 E., a distance of 2640 feet more or less to the northeast corner of Section 23, T.6 S., R.6 E., said point being also the southwest corner of Section 13, T.6 S., R.6 E. Thence in a northerly direction along the west line of Section 13, T.6 S., R.6 E., a distance of 5280 feet more or less to the northwest corner of Section 13, T.6 S., R.6 E. Thence in an easterly direction along the north line of Section 13, T.6 S., R.6 E., a distance of 5280 feet more or less to the northeast corner of Section 13, T.6 S., R.6 E., said point also being the southwest corner of Section 7, T.6 S., R.7 E., and lying on the range line between Ranges 6 and 7 East. Thence in a northerly direction along the west line of Section 7, T.6 S., R.7 E., a distance of 5280 feet more or less to the northwest corner of Section 7, T.6 S., R.7 E., said point being also the TRUE POINT OF BEGINNING, and encompassing 5070 acres more or less.

FORMATION OF WESTERN HILLS WATER DISTRICT



SCALE: 1" = 4000'



SECTIONS 1, 2, 3, 10, 11, 12 T.6S. R.6E. M.D.S.B.M.

CS3 214
066 000

25 - 0-3
A-2-160

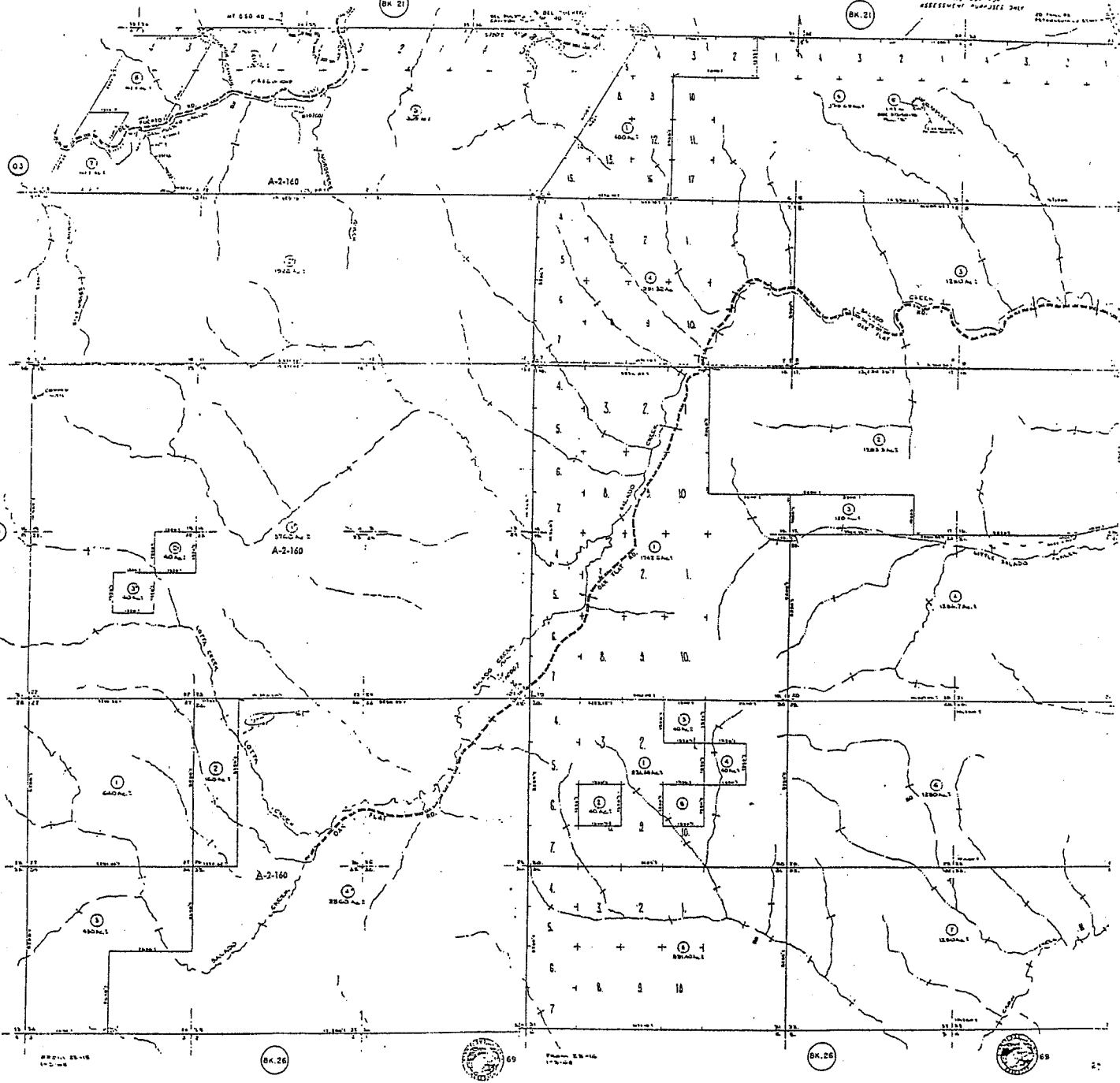
SECTIONS 4 thru 9 T.6S. R.7E. M.D.S.B.M.

096 000
083 014

25 - 1

(BK. 21)

(BK. 21)



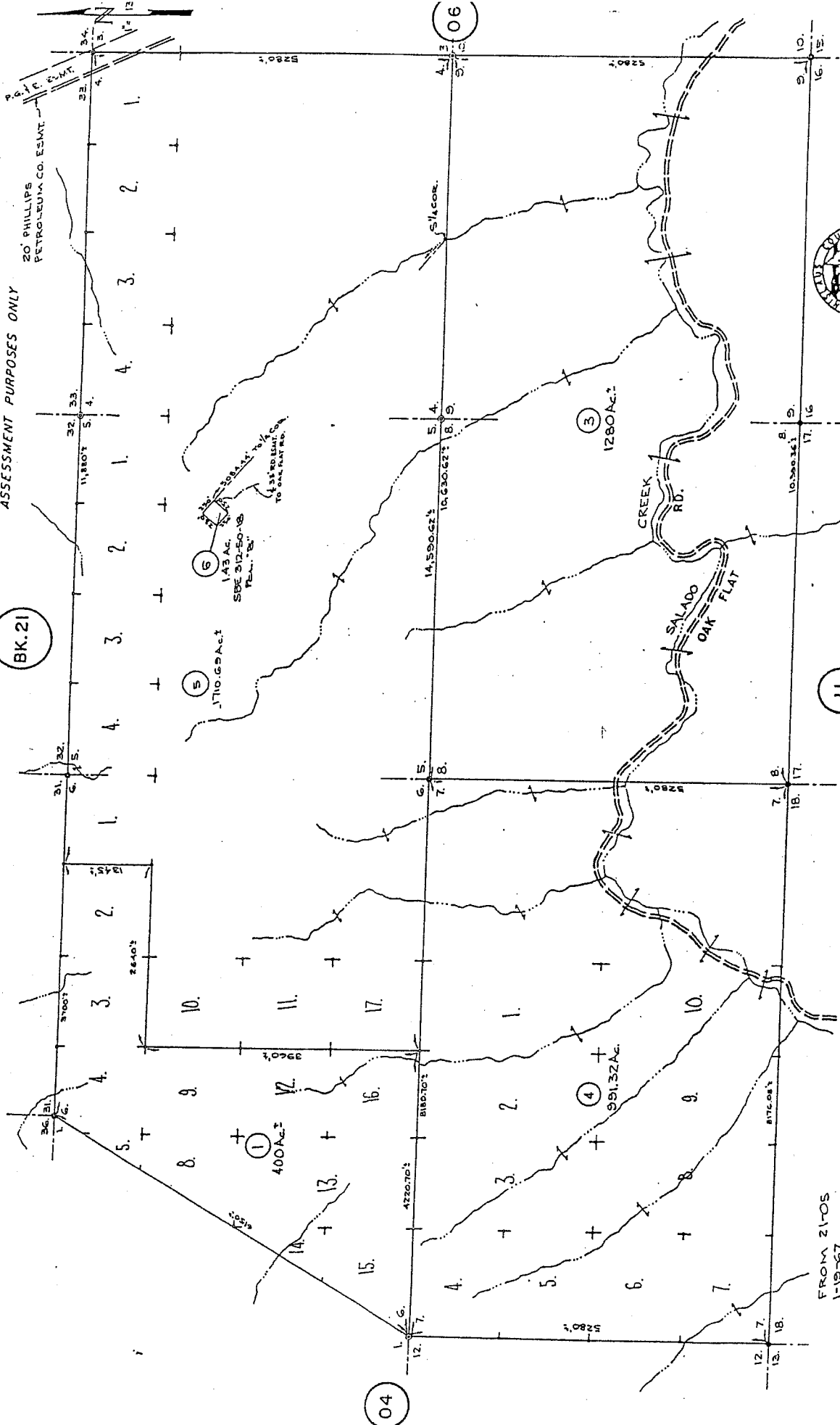
SECTIONS 4 thru 9 T. 6 S. R. 7 E. M. D. B. & M.

086 000
083 014

25 - 05

THIS MAP FOR
ASSESSMENT PURPOSES ONLY

BK. 21



04

FROM 21-05
1-15-67
UPDATED 2-15-72

11



69

25 - 05

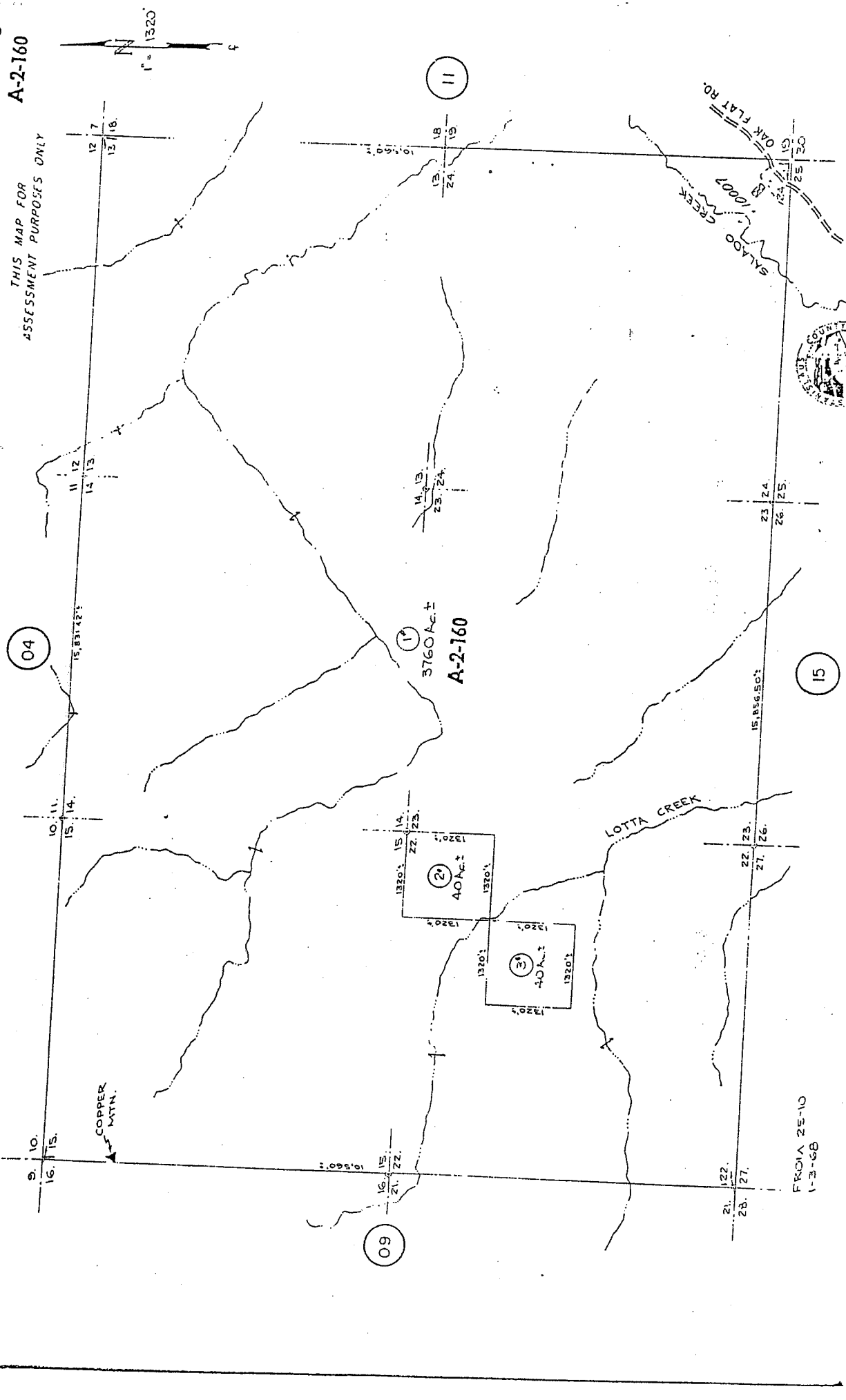
SECTIONS 13, 14, 15, 22, 23, 24 T.6S. R.6E. M. D. B. & M.

83 14

25 - 10

A-2-160

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



1" = 1320'



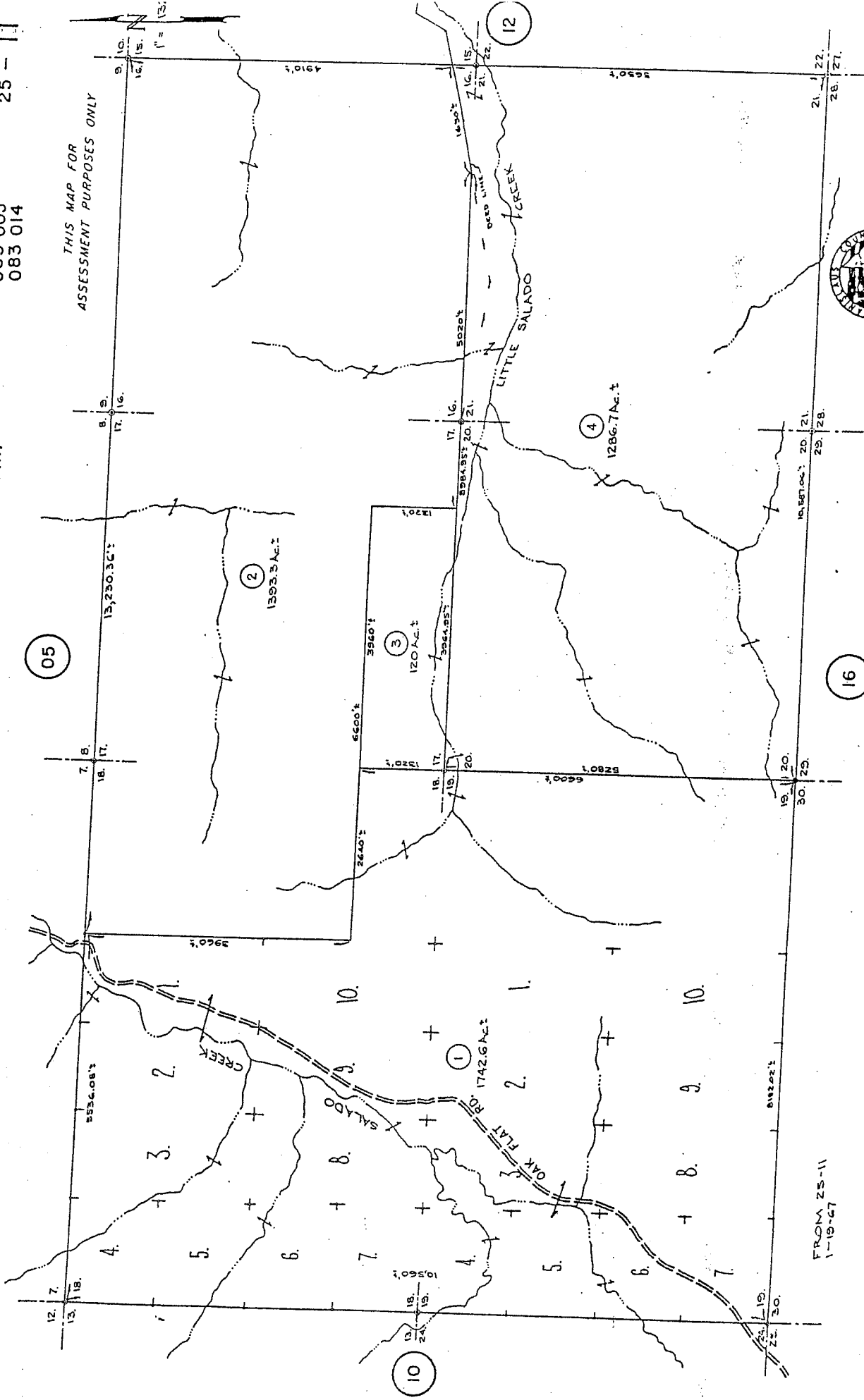
25 - 10

SECTIONS 16 thru 21 T.6S. R.7E. M.D.B.& M.

083 005
083 014

25 - 11

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



69

25 - 11

FROM 25-11
1-19-57

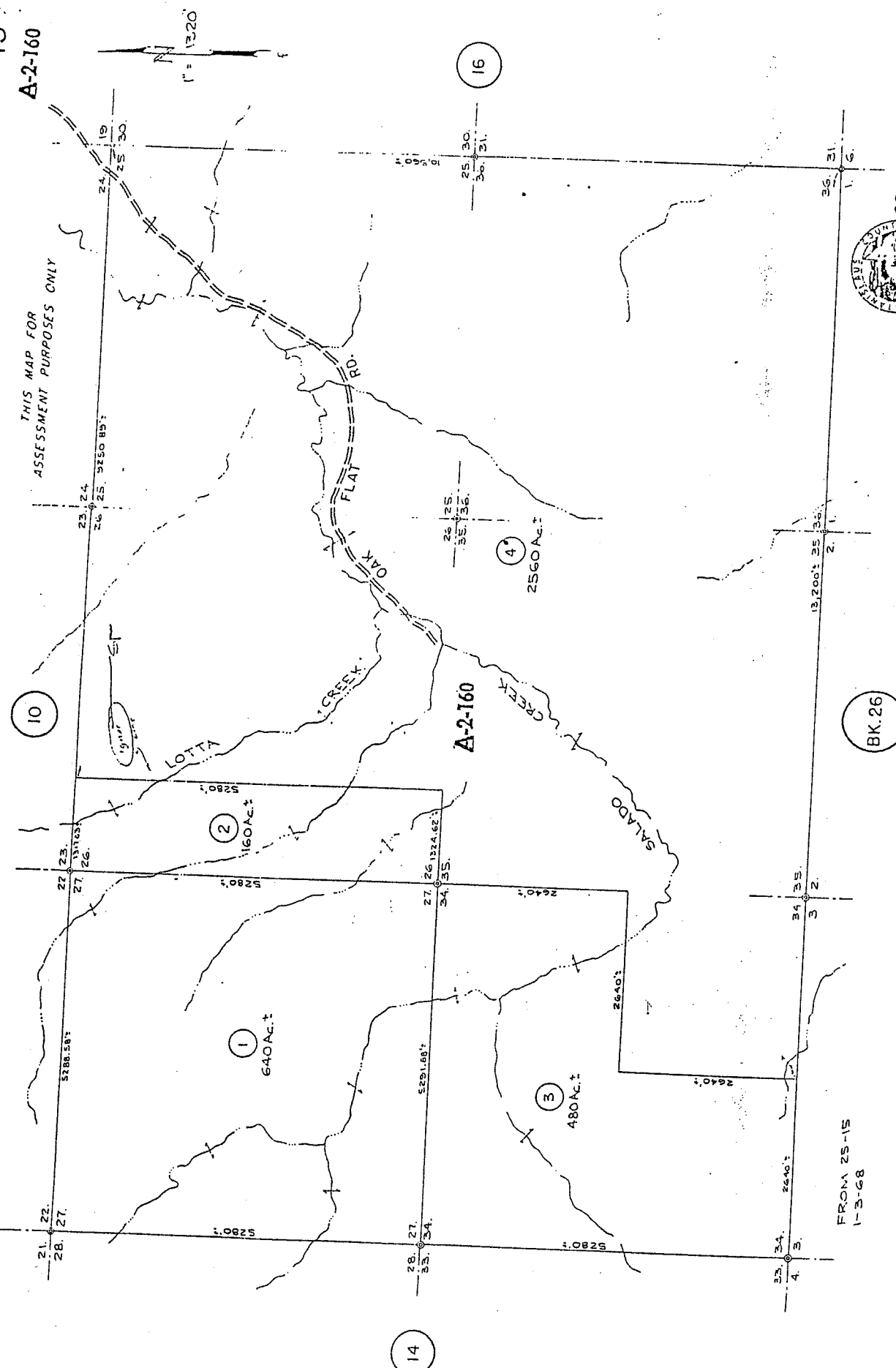
SECTIONS 25, 26, 27, 34, 35, 36 T.6S.R.6E.M.D.B.&M.

83 14

25 - 15

THIS MAP FOR
ASSESSMENT PURPOSES ONLY

A-2-160



69

25 - 15

FROM 25-15
1-3-68

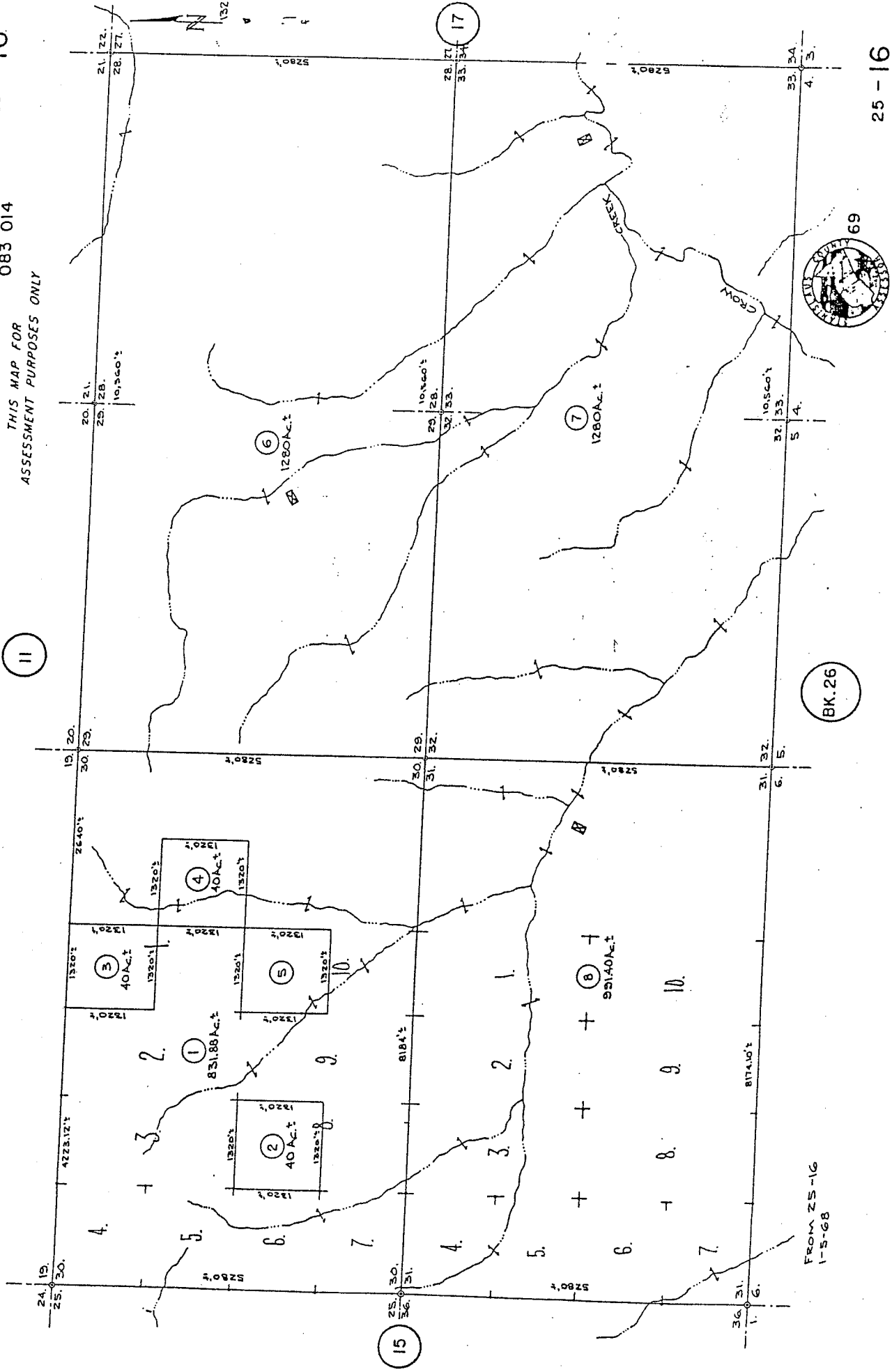
SECTIONS 28 thru 33 T. 6 S. R. 7 E. M. D. B. & M.

083 005
083 014

25 - 16

11

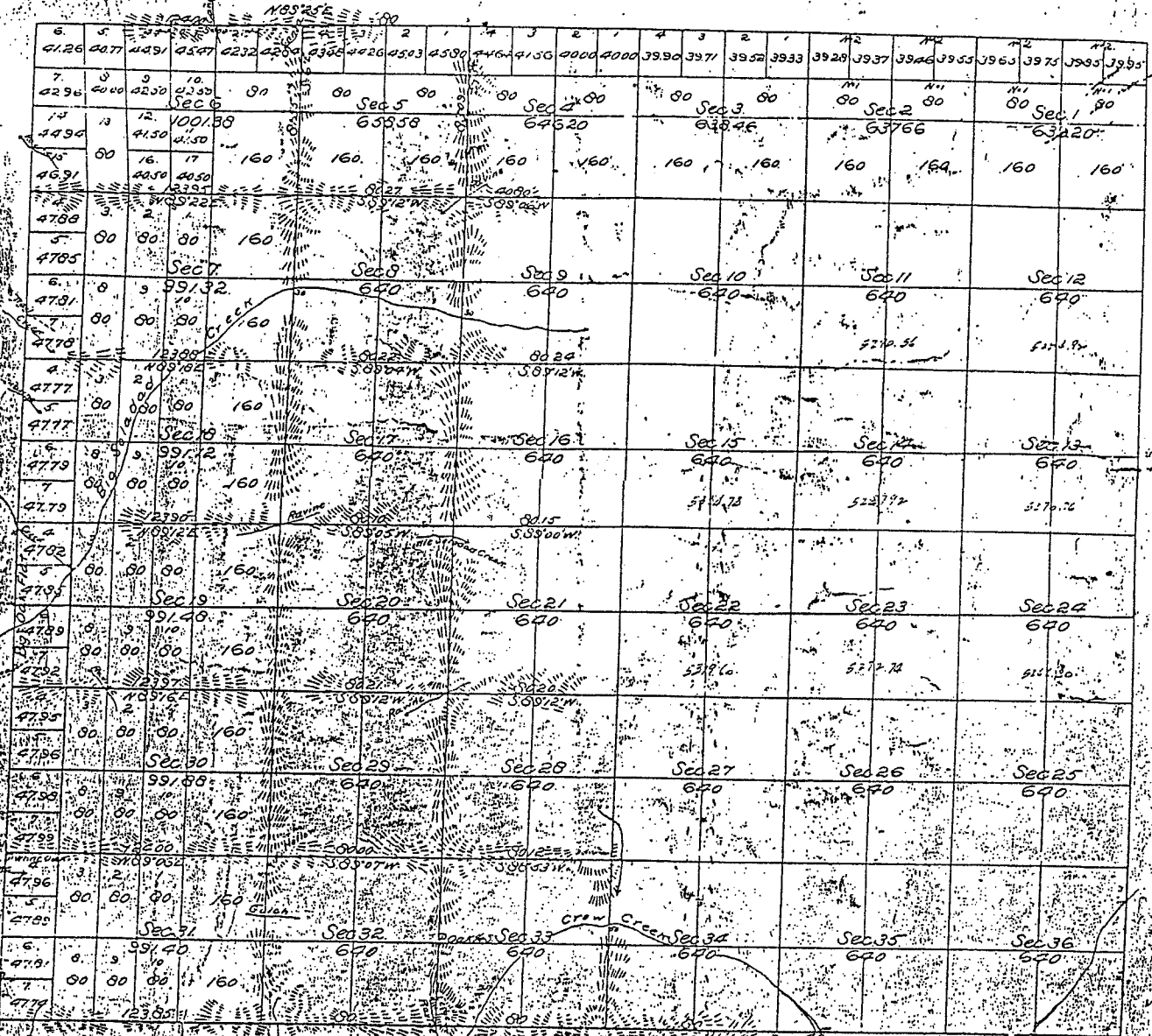
THIS MAP FOR
ASSESSMENT PURPOSES ONLY



FROM 25-16
1-5-68

25 - 16

Township No. 6 South, Range No. 7 East, Mount Diablo Meridian.



MASTER AGREEMENT TO PROVIDE WATER, SEWER, AND STORM DRAINAGE SERVICES

THIS AGREEMENT is entered this 4th day of June, 1998, by and between Western Hills Water District, a California Water District ("Western"), and Diablo Grande Limited Partnership, a California Limited Partnership ("DG").

Recitals:

WHEREAS, Western is a water district located in western Stanislaus County in the State of California and organized and existing under the laws of the State of California having by those laws the authority to own and operate municipal sewer, water, and storm drainage facilities; and

WHEREAS, DG is a limited partnership organized and existing under the laws of the State of California which owns approximately 30,000 acres of real property in western Stanislaus County in the State of California on which DG plans to develop, in four (4) phases, a world class destination resort and planned residential community including golf courses, vineyards, hotel, European spa, retail center, business park, and 5,000 residential units to be known as "Diablo Grande" ("Diablo Grande"); and

WHEREAS, the first phase of Diablo Grande is located within the boundaries of Western and DG desires for Western to provide water, sewer and storm drainage services to Diablo Grande; and

WHEREAS, on June 4, 1998, by Resolution No. 98.05, the Board of Directors of Western approved this Agreement and authorized the President of the Board to execute this Agreement in behalf of Western;

NOW, THEREFORE, the parties hereto agree as follows:

Terms:

1. **Delivery of Water, Sewer, and Storm Drainage Services to Diablo Grande.**
Western agrees to provide permanent water, sewer, and storm drainage services to all agricultural, municipal and recreational uses in Diablo Grande subject to the terms and conditions set forth in this Agreement, including but not limited to, full and complete compliance with the California Environmental Quality Act ("CEQA"). As DG is ready to develop particular uses within Diablo Grande, it shall submit to Western a written request for water, sewer, and storm drainage services from Western consisting of (i) a summary of the use, (ii) an estimate of

the annual water demand; (iii) an estimated monthly regulation of the projected annual demand relating to the use; (iv) the infrastructure required for the proposed water, sewer, and storm drainage services; (v) the schedule for development of the use; and (vi) the schedule and method of financing construction of the proposed infrastructure. Within thirty (30) days of receipt of the written request, Western shall notify DG whether and under what conditions it will deliver water, sewer, and storm drainage services in response to the written request. Those conditions could include an Agreement between Western and DG relating to the acquisition of water supply and/or the construction, dedication, and maintenance of infrastructure and related rights-of-way.

2. **Permits.** The parties agree to cooperate in obtaining any and all local, state, and federal permits required in connection with the delivery of water, sewer, and/or storm drainage services to Diablo Grande.

3. **Fees and Assessments.** Western agrees to establish and collect those fees and assessments which are allowable by law and which are reasonable and necessary for the delivery of water, sewer, and storm drainage services to Diablo Grande.

4. **CEQA Compliance.** Nothing in this Agreement shall be interpreted to obligate Western to deliver any service or construct any facilities to Diablo Grande until all necessary and appropriate findings have been made under the California Environmental Quality Act ("CEQA"). To the extent that Western shall be obligated to make findings under CEQA in connection with the delivery of water, sewer, and/or storm drainage services to Diablo Grande, nothing in this Agreement shall obligate Western to make any findings other than those findings which are supported by substantial evidence in the record as required by law.

5. **Compliance with Laws.** Western agrees to comply with all applicable laws and regulations applicable to the delivery of water, sewer, and storm drain services to Diablo Grande to assure constant and uninterrupted delivery of the highest quality services.

6. **Operation.** Western agrees to employ such management and maintenance personnel, and to hire such consultants, as may be reasonably necessary to deliver high quality water, sewer, and storm drainage services to Diablo Grande.

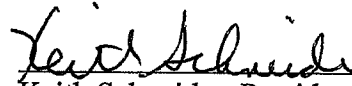
7. **Operational Costs.** Diablo Grande agrees to advance funds to Western as necessary to pay for the costs of operation until such time as Western's revenues are sufficient to meet the costs of operation. All such funds shall be treated as a loan to Western by DG which shall bear interest at the rate of eight percent (8%) per annum until paid in full. Western agrees to retire the debt created under this paragraph when its revenues begin to exceed its operation costs. At that time, the parties shall meet and confer to determine an appropriate schedule for repayment of the loan.

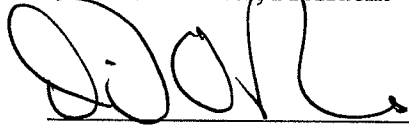
8. **Miscellaneous Provisions.** This Agreement is to be construed and enforced in accordance with the laws of the State of California. The invalidity or unenforceability of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity or enforceability of any other provisions hereof. Except with the written

consent of the other party, the rights and obligations under this Agreement shall not be assignable by either party.

"WESTERN":

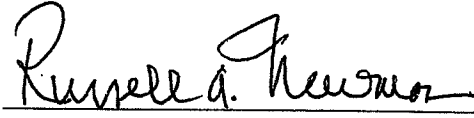
WESTERN HILLS WATER DISTRICT

By: 
Keith Schneider, President

By: 
David Romano, Secretary

"DG":

**DIABLO GRANDE LIMITED
PARTNERSHIP, a California limited
partnership, by its General Partner,
DIABLO GRANDE, INC., a California
corporation**

By: 
Russell A. Newman, Secretary

Appendix F

WHWD Resolution Adopting the California Plumbing Code

RESOLUTION NO. 2009-5

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WESTERN HILLS WATER DISTRICT**

**APPROVING THE ADOPTION OF THE
2007 CALIFORNIA PLUMBING CODE
AS THE PLUMBING CODE OF THE DISTRICT**

WHEREAS, the District Engineer to the Western Hills Water District recommends that the Board of Directors adopt the 2007 edition of the "California Plumbing Code," including Installations Standards contained in the appendices, as the Plumbing Code for the District; and

WHEREAS, the California Plumbing Code regulates and controls the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of any plumbing system and provides for the issuance of permits and collection of fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that the Board hereby approves and adopts the 2007 edition of the California Plumbing Code in its entirety without any change or modification as the Plumbing Code of the Western Hills Water District, which Code is incorporated herein by reference as if fully set forth in this resolution.

Moved by Director Marrero, second by Director Domyan, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

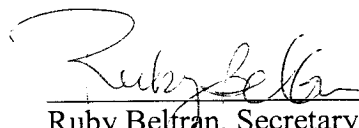
Ayes: Marrero, Domyan, Kearney

Noes: None

Abstain: None

Absent: None

I, Ruby Beltran, Secretary of the Board of Directors of the Western Hills Water District, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the said Board of Directors held the 9th day of April, 2009.



Ruby Beltran, Secretary

Appendix G

Agreements with other Agencies

CITY OF PATTERSON

4

Diablo Grande - Due Diligence

**AGREEMENT BETWEEN
CITY OF PATTERSON AND DIABLO GRANDE LIMITED
PARTNERSHIP**

This AGREEMENT ("Agreement") is executed this 17 day of December, 2002, by and between the City of Patterson ("City") and Diablo Grande Limited Partnership, a California limited partnership ("DGLP"), for the purpose of setting forth the general terms and conditions of understanding between the parties respecting DGLP's advance to City of moneys the City needs to construct certain portions of the City's sanitary sewer collection system.

Recitals:

WHEREAS, City is a municipal corporation located within the County of Stanislaus, State of California, which operates a sanitary sewer collection system including pipelines, pumps and manholes ("Collection System"), a treatment plant and evaporation ponds (the "Plant") (collectively, the "Sewer Facilities") which serve the City of Patterson pursuant to a permit issued by the Regional Water Quality Control Board ("RWQCB"); and

WHEREAS, DGLP is a limited liability company formed and existing under the laws of the State of California, and is the developer of the mixed use development project located in western Stanislaus County known as "Diablo Grande". Diablo Grande, which is located within the boundaries of Western Hills Water District (the "District") consists of an approved development plan (the "Approved Plan") for 2000 residential dwelling units, two golf courses, a hotel/business conference center, a business park and town center, winery and health spa; and

WHEREAS, the District, which is located in the Diablo foothill mountain range approximately 7 miles from the City of Patterson, is a water district formed and operating under the laws of the State of California and is authorized by law to provide sewer and water services to existing and planned municipal uses located within the Approved Plan; and

WHEREAS, the District and the City have entered a Memorandum of Understanding (the "District MOU") dated _____ under which the City has agreed to deliver sanitary sewer services to the District under the terms and conditions more particularly set forth in the District MOU, including paragraphs 2.02 and 2.03 under which City commits to treat agreed upon levels of sewer effluent provided the District or DGLP finance construction of the Collection System Improvements; and

WHEREAS, the City has completed environmental documentation under the California Environmental Quality Act ("CEQA") (SCH #93112078) in connection with the project of construction of that portion of its collection system more particularly described in Exhibit "A" attached hereto ("the "Collection System Improvements") and is prepared to put that project out to bid, select a contractor and commence construction; and

WHEREAS, the City's estimated cost to construct the Collection System Improvements is set forth in Exhibit "B" attached hereto (the "Collection System Improvements Estimate/Schedule"), which includes an estimated schedule for payment of those costs based upon and the City's estimated schedule for commencement and completion; and

WHEREAS, DGLP is willing to advance the moneys the City needs to construct the Collection System Improvements based upon the costs and schedule contained in the Collection System Improvements Estimate/Schedule, and the City is willing to accept from DGLP advance of the moneys the City needs to construct the Collection System Improvements, under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, City and District agree as follows:

Terms:

ARTICLE 1.

DGLP TO ADVANCE FUNDS

1.01. **DGLP to Advance Funds.** DGLP agrees to advance the moneys the City requires to construct the Collection System Improvements as those moneys become due and payable to the City's contractors. City anticipates the Collection System Improvements will be constructed under two separate construction contracts. One contract will be for the construction of the "M" Street and Walnut Avenue lines; the second contract will be for the Collection System Improvements in Ward Avenue and Sperry Road. The total payments DGLP shall be required to pay to construct the Collection System Improvements under both contracts shall not exceed Seven Million Dollars (\$7,000,000.00). City shall notify DGLP in writing as each progress payment becomes due under the terms and conditions of the City's contracts with the contractors, and DGLP shall remit the amount of the progress payment to the City within five (5) business days. City shall provide DGLP with a complete copy of the construction contracts between City and the contractors for the construction of the Collection System Improvements. Advances made by DGLP under this paragraph shall satisfy the obligations of District to finance construction of the Collection System Improvements under paragraphs 2.02 and 2.03 of the District MOU.

1.02. **DGLP to Provide Payment Security.** According to the schedule set forth below in this paragraph, DGLP shall arrange for a letter of credit, or similar instrument, (the "Security"), at a banking institution, in the original amount of the total amount of the construction contracts, not to exceed \$7,000,000.00, under terms and conditions reasonably acceptable to City which would allow the City to use the Security to make any payment due to City from DGLP which DGLP does not make within the five (5) business day period specified in paragraph 1.01, above. DGLP shall be required to arrange Security in the total amount of the contract to construct the "M" Street and Walnut Avenue portions of the Collection System Improvements plus a 10% contingency on or before January 7, 2003, in an amount not to exceed

\$4,500,000.00; and, DGLP shall be required to arrange Security in the total amount of the contract to construct the Ward Avenue and Sperry Road portions of the Collection System Improvements plus a 10% contingency on or before April 15, 2003, in an amount not to exceed \$2,500,000.00. As DGLP makes payments under paragraph 1.01, above, it shall have the right to reduce the Security in the amount of that payment except in cases in which the payment was made through the Security.

ARTICLE II

REIMBURSEMENT TO DGLP

2.01 **Obligation to Cause Reimbursement.** In the event that City is unable to deliver sanitary sewer services to the District as contemplated by the District MOU on or before June 30, 2004, upon written notice from DGLP of its intent to terminate this Agreement, the City shall cause the West Patterson Financing Authority Community Facilities District No. 2001-1 (Public Improvements) (the "CFD") to reimburse, from proceeds of bonds issued or to be issued by the CFD, an amount equal to all contributions paid by DGLP under Section 1.01 above, together with interest on all amounts contributed from the date remitted by DGLP to the City until the date of reimbursement with CFD bond proceeds at a rate equal to DGLP's actual cost of funds, together with all actual costs of DGLP incurred prior to such termination to establish and maintain the Security (collectively, the "Reimbursement Amount"). The reimbursement provided for in the preceding sentence shall be subject to the following: (i) CFD bond proceeds shall be used for such reimbursement only after CFD bond proceeds have been used or otherwise irrevocably reserved to fully fund, as reasonably determined by City, all school site acquisition and construction costs and the cost of all other infrastructure identified as to be funded from Bond #2, Bond #3 and Bond #4 as set forth in the schedule attached hereto as Exhibit C (collectively, the "Priority Facilities"); (ii) the CFD may only issue bonds to the extent the value of the real property in the CFD is at least three times the bonded debt issued or to be issued by the CFD to fund the Priority Facilities and the Reimbursement Amount, as required by and determined by the City in a manner consistent with the fiscal agent agreement pursuant to which the CFD has issued its first series of bonds, (iii) the CFD shall not be required to issue bonds so

long as conditions in the market generally for land secured bonds of the character of the bonds to be issued by the CFD are materially adverse, as reasonably determined by the City, and (iv) the CFD shall not be required to issue bonds so long as there is any litigation filed against the City or the CFD which enjoins or otherwise prohibits or materially adversely affects the CFD's ability to issue bonds or expend the proceeds of CFD bonds issued, as reasonably determined by the City. DGLP hereby acknowledges that the timing and composition of bond sales by the CFD may differ from that shown in Exhibit C, and any bonds issued by the CFD for purposes of funding any Reimbursement Amount shall be subject to the provisions of the preceding sentence.

2.02 Substantiation of Reimbursement Amount. In the event that a Reimbursement Amount is owing to DGLP under Section 2.01 above, DGLP shall provide to the City a written demand setting forth the Reimbursement Amount and the manner in which it was calculated, and shall make available to the City upon its written request documentation reasonably substantiating each component of the Reimbursement Amount.

2.03 Cancellation of Reimbursement. Any obligation of the City to cause the CFD to reimburse DGLP pursuant to Section 2.01 shall terminate if at any time prior to the payment in full of the Reimbursement Amount the City begins delivering sanitary sewer services to the District as contemplated by the District MOU. In such event, DGLP shall promptly remit to the CFD any amounts theretofore paid in respect of the Reimbursement Amount.

ARTICLE III.

GENERAL PROVISIONS

3.01. Interpretation. This Agreement has been executed in California and California law shall apply to this Agreement. The captions of paragraphs used in this Agreement are for convenience only. The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of City and DGLP. Any amendment or modification of this Agreement must be in writing, signed by City and DGLP. The parties agree and acknowledge that this

Agreement has been mutually reviewed by counsel for the two parties and that the provisions of Civil Code §1654 shall not apply to the interpretation of this Agreement.

3.02. **Time of Essence.** Time is of the essence of this Agreement.

3.03. **Attorneys' Fees.** In the event any party to this Agreement brings any legal or equitable proceedings for enforcement of any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Agreement, the prevailing party in such action, or the nondismissing party where the dismissal occurs other than by reason of a settlement, shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith. The "prevailing party," for purposes of this Agreement, shall be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment or as determined by the court, arbitrator, or mediator to whom the dispute is submitted.

3.04. **Additional Documents.** From time to time, each party shall execute and deliver such instruments and documents as may be reasonably requested to carry out the purpose and intent of this Agreement.

3.05. **Assignment.** This Agreement, and all rights, benefits and privileges hereunder may be assigned by DGLP to the District upon written notice to the City without City's prior written consent. Any other assignment by DGLP shall require the prior written consent of City, which consent shall not unreasonably withheld or delayed; provided, however, Assignee shall be subject to all terms and conditions of this Agreement.

3.06. **Dependency and Survival of Provisions.** The respective covenants, agreements, obligations, and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party. No waiver by either party on any provisions hereto shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

3.07. **Notices.** All notices, approvals, consents, or other documents required or permitted under this Agreement shall be in writing, and, except as otherwise provided herein, shall be effective upon personal delivery or three (3) days after deposit in the United States mail, registered or certified mail, with first-class postage fully prepaid, addresses as follows:

City: City of Patterson
c/o George Lambert, City Manager
33 S. Del Puerto Ave.
Patterson, CA 95363

With a copy to: George G. Logan, Esq.
Attorney-at-Law
2669 Alabama Avenue
Atwater, CA 95301

DGLP: Diablo Grande Limited Partnership
c/o Keith Schneider
10001 Oak Flat Road
P.O. Box 655
Patterson, CA 95363

With a copy to: Russell A. Newman, Esq.
RUSSELL A. NEWMAN
PROFESSIONAL LAW CORPORATION
1020 Tenth Street, Suite 310
Modesto, CA 95354

or to such other addresses as either party shall, from time to time, specify in the manner provided herein.

3.08. **Venue.** The parties agree that, in any action to interpret or enforce this Agreement, venue shall be proper in the county of Stanislaus, or any other county in which venue is proper under California law.

3.09. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same Agreement .

IN WITNESS WHEREOF, City and DGLP have approved this Agreement. This Agreement shall become effective upon its approval and execution by City and DGLP.

Dated: December 17th, 2002

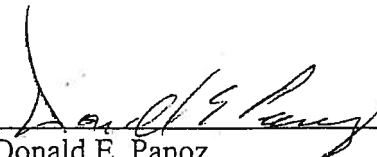
CITY OF PATTERSON

By:  _____

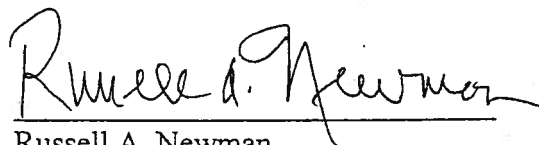
Its: Mayor
Richard Dodds

Dated: December 17th, 2002

**Diablo Grande Limited Partnership,
A California Limited Partnership,
By its General Partner Diablo Grande,
Inc., a California Corporation**

By:  _____
Donald E. Panoz

Its: President

By:  _____
Russell A. Newman

Its: Secretary

PATTERSON SEWER FORMULA

1. WHWD pays all costs to connect to City facilities at American Eagle in Sperry Avenue.
2. WHWD pays oversizing cost only for city line in Sperry Avenue, Ward Avenue.
3. WHWD pays 100% of the cost of M Street.
4. WHWD pays ½ cost of Walnut line.
5. WHWD pays pro-rata cost of engineering, contingency, mobilization and right-of-way.
6. If WHWD fronts balance of cost for construction of City facilities, that cost is a credit against the WHWD sewer plant obligation, and WHWD is provided with 180,000 gpd capacity at the existing City plant.

Sewer Line Formula

WHWD/CITY OF PATTERSON SEWER PROJECT

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	INSTALLED UNIT COST	TOTAL COST	CITY COST	WHWD COST
1	21" PVC SDR 35 SEWER LINE IN SPERRY	2,700	LF	\$ 120.00	\$ 324,000.00		
	(CITY PAYS 15" COST)	2,700	LF	\$ 70.00		\$ 189,000.00	
	(WHWD PAYS OVERSIZING COST - 21" MINUS 15")	2,700	LF	\$ 50.00			\$ 135,000.00
2	21" PVC SDR 35 SEWER LINE IN WARD	4,200	LF	\$ 120.00	\$ 504,000.00		
	(CITY PAYS 18" COST)	4,200	LF	\$ 95.00		\$ 399,000.00	
	(WHWD PAYS OVERSIZING COST - 21" MINUS 18")	4,200	LF	\$ 25.00			\$ 105,000.00
3	21" PVC SDR 35 SEWER LINE IN M STREET	700		\$ 120.00	\$ 84,000.00		\$ 84,000.00
4	30" PVC PERMA-LOC SEWER LINE	7,300	LF	\$ 175.00	\$ 1,277,500.00	\$ 638,750.00	\$ 638,750.00
5	36" PVC PERMA-LOC SEWER LINE	7,000	LF	\$ 190.00	\$ 1,330,000.00	\$ 665,000.00	\$ 665,000.00
6	BORE AND JACK HWY AND RR	200	LF	\$ 440.00	\$ 88,000.00	\$ 44,000.00	\$ 44,000.00
Subtotal Items 1 - 6					\$ 3,607,500.00	\$ 1,935,750.00	\$ 1,671,750.00
Percentage Responsibility						54%	46%
A	PAVEMENT REPLACEMENT	184,000	SQ. FT.	\$ 4.00	\$ 736,000.00	\$ 397,440.00	\$ 338,560.00
B	UTILITY RELOCATION	1	LUMP SUM	\$ 50,000.00	\$ 50,000.00	\$ 27,000.00	\$ 23,000.00
C	MOBILIZATION	1	LUMP SUM	\$ 25,000.00	\$ 25,000.00	\$ 13,500.00	\$ 11,500.00
Subtotal Items A - C					\$ 811,000.00	\$ 437,940.00	\$ 373,060.00
CONSTRUCTION SUBTOTAL					\$ 4,418,500.00	\$ 2,373,690.00	\$ 2,044,810.00
Contingency @ 20%					\$ 883,700.00	\$ 474,738.00	\$ 408,962.00
Engineering & Admin. @ 15%					\$ 795,330.00	\$ 427,264.20	\$ 368,065.80
CONSTRUCTION TOTAL					\$ 6,097,530.00	\$ 3,275,692.20	\$ 2,821,837.80
Percentage Responsibility						54%	46%
Temporary Right-of-Way		5.5	ACRES	\$ 5,000.00	\$ 27,500.00	\$ 14,773.45	\$ 12,726.55
TOTAL PROJECT COST					\$ 6,125,030.00	\$ 3,290,465.65	\$ 2,834,564.35

If WHWD pays City cost; WHWD gets credit of equal amount on WWTP Expansion and 180,000 gpd capacity at plant.

Wastewater Treatment Plant Formula

If WHWD has paid City Cost from above, WWTP cost shared as follows:

Plant cost for 1.25 mgd (\$15,109,000 : Lee & Ro Estimate)

WHWD Share (750 mgd or 60%):	\$ 9,065,400.00
Less City Costs Advanced from Above:	\$ 3,290,465.65
New WHWD Share of Plant:	\$ 5,774,934.35
City Cost (Remaining Balance):	\$ 9,334,065.65

Should the city advance funds for any of the costs or improvements contained herein, then the City shall receive a credit for that amount at the time of final reconciliation of the individual cost responsibilities for the WWTP construction.

PRELIMINARY PROJECT COST ESTIMATE

BY: R. STODDARD
 PROJECT: WESTERN AREA EXPANSION
 DATE: Dec-02
 CLIENT: CITY OF PATTERSON
 Project Element: SPERRY AND WARD AVENUE
 DIABLO GRANDE USE PORTION

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	INSTALLED UNIT COST	TOTAL INSTALLED COST	COST SUBTOTAL	COST TOTAL
1	WALNUT AVENUE						
	(FROM PRELIM ENG EST OFF PROJECT PLANS)				\$2,800,000		
1	SPERRY - BALDWIN TO AM EAGLE	2600	L.F.	\$50	\$130,000		
2	SPERRY - AM EAGLE TO WARD	2600	L.F.	\$100	\$260,000		
3	WARD AVE	4200	L.F.	\$110	\$462,000		
4	PAVEMENT REPLACEMENT	56,400	SQ. FT.	\$4	\$225,600		
5	UTILITY RELOCATION	1	LUMP SUM	\$50,000	\$50,000		
6	MOBILIZATION	1	LUMP SUM	\$25,000	\$25,000		
						\$3,952,600	

Contingency @ 20%

\$790,520

Construction Total

\$4,743,120

Engineering & Admin. @ 15%

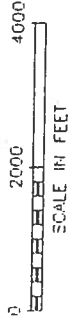
\$711,468

Total Project Cost

\$5,454,588

EXHIBIT 1

PROPOSED
SANITARY SEWER
SYSTEM SHARED
WITH DIABLO GRANDE

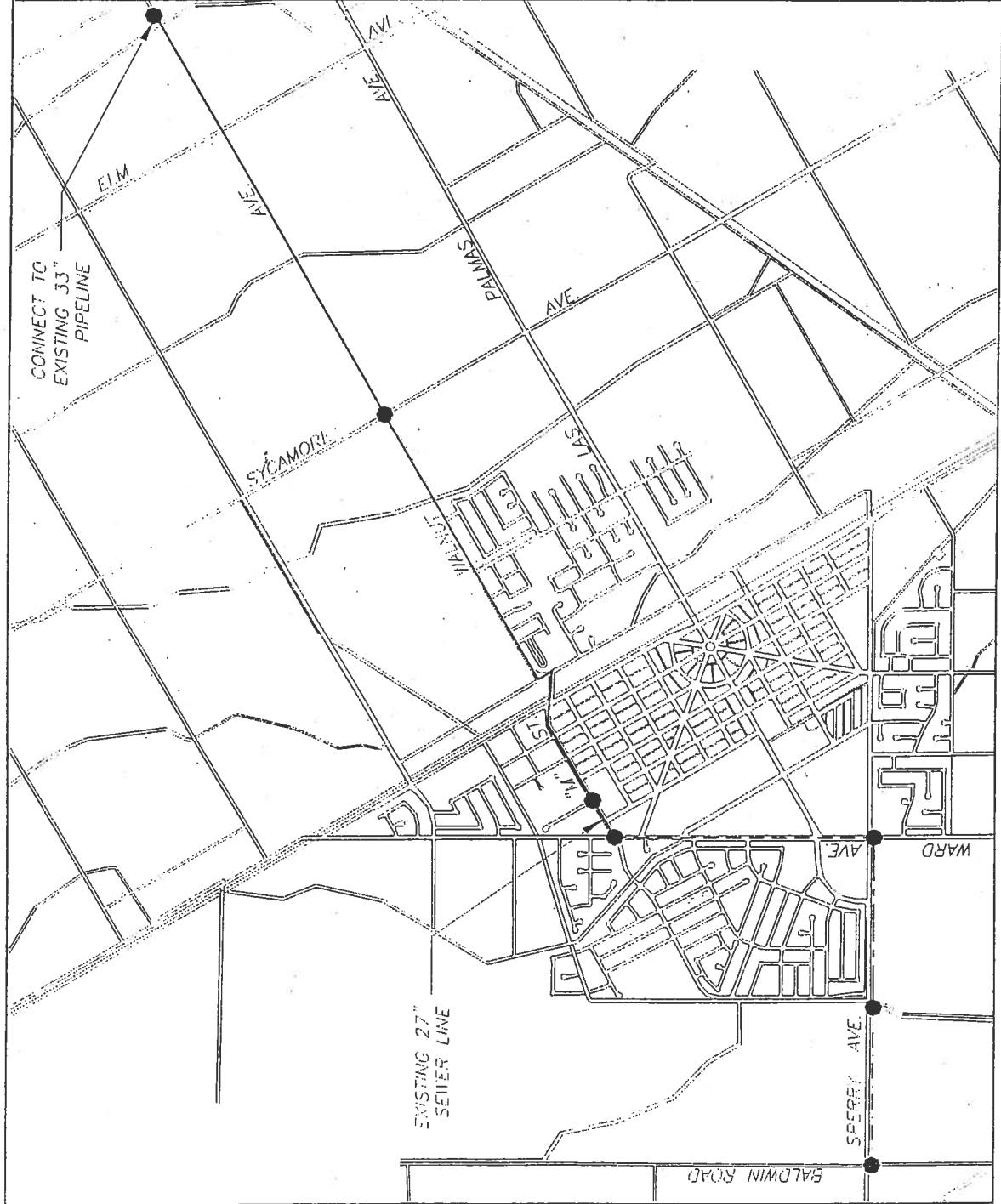


LEGEND

- JUNCTION
- 114" 90° AVENUE SEWER
- - - 114" RD ROAD SEWER
- - - SPERRY AVENUE AMERICAN EAGLE TO 114" RD SEWER
- - - SPERRY AVENUE BALDWIN ROAD TO AMERICAN EAGLE SEWER



STODDARD & ASSOCIATES
CONSULTING CIVIL ENGINEERS
SANITARY AND SEWER ENGINEERS
1120 WEST 1 STREET, SUITE 200, DENVER, COLORADO 80202
TELEPHONE (303) 733-5151 FAX (303) 733-3151



SUMMARY OF CFD BONDS		
as of 12/5/2002		
(In 2002 dollars)		
Includes Walnut & Sperry/Ward Sewer Collection contribution from Western Hills CFD		
All figures & dates are estimates and subject to change		
		with Western Hills
		but Reimbursed
Bond #2 (January 03)		
School Site Architects	260,000	260,000
School Site Purchase	2,150,000	2,150,000
Wastewater EIR/Design	400,000	400,000
Wastewater Land (100%)	2,000,000	2,000,000
Oversize Utility Lines	380,000	380,000
KB Home Reimbursement	1,045,000	1,045,000
1.3 MGD Water Storage Tank	600,000	600,000
Water Pump Station	800,000	800,000
Water Distribution	550,000	550,000
Appraisals (2)	50,000	50,000
Sewer Collection Construction	<u>0</u>	<u>0</u>
	8,235,000	8,235,000
Bond #3 (April 03)		
School Site Architect	160,000	160,000
Sperry Avenue Construction	2,500,000	2,500,000
Baldwin Road Undergrounding	300,000	300,000
Phase II Water System	9,000,000	9,000,000
Sperry/Ward Sewer	<u>0</u>	<u>0</u>
	11,960,000	11,960,000
Bond #4 (Date Unknown)		
Wastewater Plant (1.25 MGD)	9,000,000	7,000,000
School Site Construction	<u>7,000,000</u>	<u>7,000,000</u>
	16,000,000	14,000,000
Bond #5 (Date Unknown)		
Reimbursement to Western Hills CFD (if needed)		<u>7,000,000</u>
		7,000,000
Bond #6 (Date Unknown)		
NE Storm Drain	5,000,000	5,000,000
Fire Station	2,500,000	2,500,000
City Hall	<u>2,500,000</u>	<u>2,500,000</u>
	10,000,000	10,000,000
Grand Total	46,195,000	51,195,000

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF PATTERSON AND WESTERN HILLS WATER DISTRICT

This MEMORANDUM OF UNDERSTANDING ("MOU") is executed this 17 day of December, 2002, by and between the City of Patterson ("City") and Western Hills Water District ("District") for the purpose of setting forth the general terms and conditions of understanding between the parties respecting District's use of City's sanitary sewer collection and treatment system.

Recitals:

WHEREAS, City is a municipal corporation located within the County of Stanislaus, State of California, which operates a sanitary sewer collection system including pipelines, pumps and manholes ("Collection System"), a treatment plant and evaporation ponds (the "Plant") (collectively, the "Sewer Facilities") which serve the City of Patterson pursuant to a permit issued by the Regional Water Quality Control Board ("RWQCB"); and

WHEREAS, there is excess capacity in the Collection System and the Plant which is not needed to serve land located within the existing city limits of the City; and

WHEREAS, City is currently processing an annexation project known as "Patterson Gardens" involving land west of the current city limits; and

WHEREAS, the County of Stanislaus ("County") is currently processing an application for development of a business park ("West Patterson Business Park") between Baldwin Road and Interstate 5 proposed to be served by the Sewer Facilities; and

WHEREAS, Pursuant to the California Environmental Quality Act ("CEQA") the City is already engaged in environmental review, planning and engineering efforts for a sewer plant expansion and collection system upgrade in connection with both proposed development of Patterson Gardens and West Patterson Business Park in West Patterson (the "West Patterson EIR") and for the City as a whole (the "Expansion EIR"). Environmental documents under preparation will address this expansion and upgrade. The City and District desire to evaluate the City accepting District effluent in its expanded system. This evaluation will include collaboration on environmental review, project planning and project engineering. This MOU (1) provides for collaboration and cost sharing with respect to environmental review, project planning, engineering, and (2) sets forth the staging of and terms and conditions for the District's use of the City sewer facilities, if after appropriate environmental review, the District and City determine that the City will accept District effluent; and

WHEREAS, District, which is located in the Diablo foothill mountain range approximately 7 miles from the City of Patterson, is a water district formed and operating under the laws of the State of California and is authorized by law to provide sewer and water services to existing and planned municipal uses located within the District in a project known as "Diablo Grande" which consists of an approved development plan (the "Approved Plan") for 2000 residential dwelling units, two golf courses, a hotel/ business conference center, a business park and town center, winery and health spa on real property owned by Diablo Grande Limited Partnership, a California limited partnership ("DGLP"); and

WHEREAS, the RWQCB has issued District a permit to construct and operate a sanitary sewer treatment plant and associated ponds within the District boundaries, and District has commenced construction of the permitted treatment facility; and

WHEREAS, City has determined it is in the best interest of City, and District has determined it is in the best interest of the District, for District to use the City Sewer Facilities to treat up to 750,000 gallons per day (gpd) of District's effluent under the terms and conditions of this MOU;

NOW, THEREFORE, City and District agree as follows:

Terms:

ARTICLE 1.

CITY TREATMENT OF DISTRICT EFFLUENT

1.01. **City Treatment.** City agrees to treat up to 750,000 gpd , which is sufficient to accommodate all development within the Approved Plan other than the proposed winery, of District's sanitary sewer effluent under all of the terms and conditions of this MOU. City does not agree to treat any "wet" industry effluent from the District. "Wet" industry shall mean any industry whose BOD level in its effluent exceeds the rate of 350 Mg/L of B.O.D. This number should not be exceeded more than 7 days in a 30-day period. Moreover, District agrees to adopt an ordinance substantially the same as City's wastewater ordinance.

1.02. **District to Provide Public Services to District Ratepayers.** District shall continue to provide sanitary sewer services to all ratepayers and property owners located within the District. City shall not provide sanitary sewer services, or any other public services, to District nor to any ratepayers, property owners, residents or businesses located within the District. District shall be solely responsible for construction, operation, maintenance, repair and replacement of all sanitary sewer *facilities* within the District, and shall be solely responsible for all sanitary sewer *connections* within the District. District shall have the exclusive authority, as between City and District, to determine whether effluent will be treated by the City under the terms and conditions of this MOU, at on-site sanitary sewer facilities located within the District, or otherwise.

City shall have no right, power or authority to assess, bill, lien or otherwise charge District's ratepayers at any time for any purpose. City shall have no control over the services provided by District to its ratepayers, the rates charged by District for sewer

connections, rates and charges for monthly sanitary sewer services, or assessments imposed on ratepayers or property owners for the construction of sewer facilities.

1.03. **District's Periodic Payment to City.** District shall make periodic payments to City to compensate City for its costs to operate, maintain, repair and replace the Sewer Facilities used by District under the terms and conditions of this Agreement.

Although City will not be providing sanitary sewer service to District ratepayers, the District's periodic calculation of the amount of the payments made by the District to City will be based on a multiple of the per unit sewer rate charged by City to its ratepayers so that City ratepayers will be assured District ratepayers will pay at least their fair share of ongoing operation, maintenance, repair and replacement of the Sewer Facilities.

Therefore, within ten (10) days following the last day of each calendar quarter, District shall send City a statement setting forth the number of municipal connections within the District whose effluent the District delivers to City for treatment, including the date each connection was established, together with a check in an amount equal to 150% of the rate City would have charged each such connection during that quarter if those connections were located within the City.

ARTICLE 2.

FACILITIES REQUIRED TO TREAT DISTRICT'S INITIAL 180,000 GPD OF DISTRICT EFFLUENT AT THE PLANT

2.01. **District to Construct District Connection.** The District will need to construct a sanitary sewer line (the "District Connection") from the District to the City's Collection System at the intersection of Sperry Road and American Eagle before any effluent can be delivered from District to City. The District Connection will not be phased in size or reach, but will be constructed adequate in size to accommodate up to 750,000 gpd from a location within District

to be determined by District. The District Connection shall be owned, operated, maintained, repaired and replaced by the District.

2.02. **Collection System: Initial 85,000 GPD.** City does not have adequate capacity in the Collection System to deliver the District's more than 85,000 gallons per day (gpd) of District effluent to the Plant because (i) there is currently no sanitary sewer pipeline running east on Sperry Road to Ward Avenue, (ii) there is no sanitary sewer pipeline in Ward Avenue running north from Sperry Road to the existing sanitary sewer pipeline in "M" Street, and (iii) the existing "M" Street pipeline to the existing Walnut Street line and the existing Walnut Street line to the Plant are not adequate to accommodate the District's more than 85,000 gpd of effluent from the District. Since the City currently has the capacity in its Collection System and the Plant to accommodate up to 85,000 gpd of the District's effluent, the City will accept up to 85,000 gpd from the District upon substantial completion of the District Connection, provided the District or DGLP finance construction of the Collection System Improvements (as defined in paragraph 2.03, below) according to the City's schedule for construction of the Collection System Improvements attached hereto as **Exhibit "B"** (the "Collection System Improvement Construction Schedule") on terms and conditions mutually acceptable to City and the financing party.

2.03. **Collection System: Initial 180,000 GPD.** The Collection System improvements (the "Collection System Improvements") required to deliver the District's 750,000 gpd plus all effluent from Patterson Gardens and West Patterson Business Park from the District Connection to the Plant are listed as items 1 through 6 and A through C in **Exhibit "A"** attached hereto. Since the City will have the capacity in its Collection System and at the Plant to accommodate up to 180,000 gpd of the District's effluent upon completion of the Collection System Improvements, City will accept up to 180,000 gpd of effluent from the District upon completion of the District Connection and the Collection System Improvements, provided the Collection System Improvements are financed by the District or DGLP according to the Collection System Improvements Construction Schedule on terms and conditions mutually acceptable to City and the financing party.

2.04. **The Plant.** City has adequate capacity at the Plant to treat the initial 180,000 gpd from the District without expansion of the Plant, and so, neither the City nor the District will be required to design or construct any improvements to the Plant to treat the initial 180,000 gpd flows from the District to which the City has committed under paragraph 2.02 and 2.03, above. The District's obligation to advance all of the costs to construct the Collection System Improvements under Section 4.04, below, entitles the District to this 180,000 gpd of capacity at the Plant without financial obligation beyond advancing the costs to construct the Collection System Improvements.

ARTICLE 3.

FACILITIES REQUIRED TO TREAT 750,000 GALLONS PER DAY OF EFFLUENT FROM THE DISTRICT

3.01. **Collection System.** The Collection System will be adequate to deliver the entire 750,000 gpd of District effluent to the Plant upon completion of the Collection System Improvements. The District shall not be obligated to pay for the design or construction of any other improvements to the Collection System other than the Collection System Improvements in order to deliver 750,000 gpd of District effluent to the Plant.

3.02. **The Plant.** The treatment capacity at the Plant is not presently adequate to accommodate any portion of the District effluent beyond the initial 180,000 gpd without a 1.25 million gpd expansion (the "Plant Improvements") of the Plant. The Plant Improvements involve both enlargement of the treatment facility and the construction of new evaporation ponds. Allocation of financial responsibility between the City and the District for the design and construction of the Plant Improvements is provided for in Article 4., below.

3.03. **City Option to Construct the Plant Improvement in Two Phases.** If the Collection System Improvement design work and Plant Improvement design work are completed and the City as lead agency and the County as responsible agency have approved the final EIR for the West Patterson EIR but the City as lead agency and the District as responsible agency

have not approved a final environmental impact report for all portions of the Collection System Improvements and the Plant Improvements, City may elect to construct the Plant Improvement in two phases consisting of a 500,000 gpd phase and a 750,000 gpd phase with the 750,000 gpd phase to be constructed when the final environmental impact report for the Improvements is approved by the City and the District.

3.04. **City's Right to Proceed with Plant Improvements without Providing Additional Capacity for the District.** At any time after (i) the Collection System Improvement design work and Plant Improvements design work are completed, (ii) the City as lead agency and the District as responsible agency have approved the final environmental impact report for all portions of the Collection System Improvements and the Plant Improvements, and (iii) the City is financially ready to make its contributions to the costs to construct the Plant Improvements under Article 4., below, the City may request the District to demonstrate its financial readiness to make the contributions to the Plant Improvement construction District is required to make under Article 4., below. If the District declines to do so within ninety (90) days, the City shall have the right to construct the improvements at the Plant without sizing the facilities to accommodate the District's additional effluent.

ARTICLE 4.

DESIGN, PERMITTING, ENVIRONMENTAL REVIEW AND PLANT CONSTRUCTION

4.01. **Consultant Costs.** Consultant costs for design of the Plant Improvements, preparation of the Expansion EIR, and obtaining a RWQCB permit to construct and operate the Collection System Improvements and the Plant Improvements ("Plant Improvement Design/Permitting Costs") will be shared by the City and District according to the Schedule attached hereto as Exhibit "D".

If District elects to withdraw from this MOU under Article 7., below, City shall, within sixty (60) days following District's written notice of withdrawal to City, reimburse

District (i) all funds advanced for City's share under this Section with interest at the rate of six percent (6%) per annum, plus (ii) that portion of District's share of the Plant Improvement Design/Permitting Costs representing work which will benefit the City to be reasonably determined by City's engineer within thirty (30) days following District's notice of withdrawal.

4.02. **Plant Improvement Construction Costs.** The costs to construct the Plant Improvements will be shared by City and District at the ratio of their respective demands for the capacity which is as follows: District = 750,000 gpd; City = 500,000 gpd. However, the District's financial responsibility shall be reduced by \$1.00 for every \$1.00 it advances of the City's allocated responsibility to construct the Collection System Improvements as shown in the model contained in the "Wastewater Treatment Plant Formula" portion of Exhibit "A".

Exhibit "A" also sets forth a model for the City and District's relative financial responsibilities for the Collection System Improvements based upon the estimates of quantity and installed unit costs available to the parties at the time this MOU was executed. Exhibit "C" contains a worksheet based upon the Exhibit "A" model which allows the parties to determine each parties' allocated responsibility for the Collection System Improvements and Plant Improvement responsibility using actual quantity and installed unit costs for the Collection System Improvements and actual Plant Improvement costs.

ARTICLE 5.

COUNTY ACTIONS

5.01. The Diablo Grande Specific Plan currently does not provide for delivery of effluent from District to City for treatment, and so will need to be amended prior to delivery of effluent from District to City. City shall not be responsible for preparing or processing this amendment, but shall reasonably cooperate with District, the County and the developer in processing this amendment. The environmental documentation for the Plant Improvements and Collection System Improvements to be prepared by City as provided in Article 5., above, shall include the District Connection.

ARTICLE 6.

ENVIRONMENTAL REVIEW

6.01. **Expansion EIR.** Prior to approving or constructing the Plant Improvements, the Collection System Improvements (other than that portion of the Collection System Improvements for which the City has already approved completed environmental documentation), and/or the District Connection, City shall use its reasonable best efforts with the reasonable cooperation of District to complete and certify, as lead agency, an appropriate and legally adequate Expansion EIR for the Plant Improvements, the Collection System Improvements, the District Connection, this MOU, and all related agreements and approvals.

6.02. **District CEQA Compliance.** Prior to approving or constructing the Plant Improvements, the Collection System Improvements (other than that portion of the Collection System Improvements for which the City has already approved completed environmental documentation), and/or the District Connection, District shall use its reasonable best efforts with the reasonable cooperation of City to complete and adopt, as responsible agency, appropriate and legally adequate environmental documentation for the Plant Improvements, the Collection System Improvements, the District Connection, this MOU, the amendment of the Diablo Grande Specific Plan, and all related agreements and approvals.

6.03. **No Approvals or Construction Prior to Completed Environmental Documentation.** Neither the Plant Improvements, the Collection System Improvements (other than those portions as to which environmental documentation has already been completed by the City), nor the District Connection shall be constructed, nor any approvals adopted or permits issued therefore, unless and until City and District have taken all actions they are required to take under the California Environmental Quality Act as provided in Sections 6.01 and 6.02, above, including analysis of a range of reasonable alternatives.

6.04. **Litigation.** In the event the Expansion EIR, the RWQCB permit and/or this MOU are challenged in court, District and City agree to cooperate in the defense of any and all such challenges, including the hiring of attorneys and qualified experts.

ARTICLE 7.

DISTRICT'S WITHDRAWAL

7.01. **District's Right to Withdraw.** District shall have the right to withdraw from this MOU at any time after June 30, 2004, in the event the District is unable to deliver the initial 180,000 gpd to the City under that terms and conditions of this Agreement by that date. District shall give City written notice of its intent to withdraw and its withdrawal shall become effective immediately unless otherwise expressly stated in the written notice. In the event District elects to withdraw from this MOU, all contributions made by the District toward the Plant Improvement Design/Permitting Costs under this MOU shall be retained by City or reimbursed to District as provided in Article 4., above.

ARTICLE 8.

GENERAL PROVISIONS

8.01. **Interpretation.** This MOU has been executed in California and California law shall apply to this MOU. The captions of paragraphs used in this Agreement are for convenience only. The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of City and District. Any amendment or modification of this MOU must be in writing, signed by City and District. The parties agree and acknowledge that this MOU has been mutually reviewed by counsel for the two parties and that the provisions of Civil Code §1654 shall not apply to the interpretation of this MOU.

8.02. **Time of Essence.** Time is of the essence of this MOU.

8.03. **Attorneys' Fees.** In the event any party to this MOU brings any legal or equitable proceedings for enforcement of any of the terms or conditions of this MOU, or any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this MOU, the prevailing party in such action, or the nondismissing party where the dismissal occurs other than by reason of a settlement, shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith. The "prevailing party," for purposes of this MOU, shall be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment or as determined by the court, arbitrator, or mediator to whom the dispute is submitted.

8.04. **Additional Documents.** From time to time, each party shall execute and deliver such instruments and documents as may be reasonably requested to carry out the purpose and intent of this MOU.

8.05. **Assignment.** This MOU, and all rights, benefits and privileges hereunder may be assigned by District with the prior written consent of City, which consent shall not unreasonably withheld or delayed; provided, however, Assignee shall be subject to all terms and conditions of this MOU.

8.06. **Dependency and Survival of Provisions.** The respective covenants, agreements, obligations, and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party. No waiver by either party on any provisions hereto shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

8.07. **Notices.** All notices, approvals, consents, or other documents required or permitted under this MOU shall be in writing, and, except as otherwise provided herein, shall be effective upon personal delivery or three (3) days after deposit in the United States mail, registered or certified mail, with first-class postage fully prepaid, addresses as follows:

City: City of Patterson
c/o George Lambert, City Manager
33 S. Del Puerto Ave.
Patterson, CA 95363

With a copy to: George G. Logan, Esq.
Attorney-at-Law
2669 Alabama Avenue
Atwater, CA 95301

District: Western Hills Water District
c/o Keith Schneider
10001 Oak Flat Road
P.O. Box 655
Patterson, CA 95363

With a copy to: Russell A. Newman, Esq.
RUSSELL A. NEWMAN
PROFESSIONAL LAW CORPORATION
1020 Tenth Street, Suite 310
Modesto, CA 95354

or to such other addresses as either party shall, from time to time, specify in the manner provided herein.

8.08. **Venue.** The parties agree that, in any action to interpret or enforce this Agreement, venue shall be proper in the county of Stanislaus, or any other county in which venue is proper under California law.

8.09. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same MOU.

IN WITNESS WHEREOF, City and District have approved this Agreement. This Agreement shall become effective upon its approval and execution by City and District.

Dated: December 17th, 2002

CITY OF PATTERSON

By: 

Its: Mayor

Richard Dodds

Dated: December 17th, 2002

WESTERN HILLS WATER DISTRICT

By: 

Keith Schneider

Its: President, Board of Directors

By: 

David O. Romano

Its: Secretary

PATTERSON SEWER FORMULA

1. WHWD pays all costs to connect to City facilities at American Eagle in Sperry Avenue.
2. WHWD pays oversizing cost only for city line in Sperry Avenue, Ward Avenue.
3. WHWD pays 100% of the cost of M Street.
4. WHWD pays ½ cost of Walnut line.
5. WHWD pays pro-rata cost of engineering, contingency, mobilization and right-of-way.
6. If WHWD fronts balance of cost for construction of City facilities, that cost is a credit against the WHWD sewer plant obligation, and WHWD is provided with 180,000 gpd capacity at the existing City plant.

Sewer Line Formula

WHWD/CITY OF PATTERSON SEWER PROJECT

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	INSTALLED UNIT COST	TOTAL COST	CITY COST	WHWD COST	
1	21" PVC SDR 35 SEWER LINE IN SPERRY	2,700	LF	\$ 120.00	\$ 324,000.00			
	(CITY PAYS 15" COST)	2,700	LF	\$ 70.00		\$ 189,000.00		
	(WHWD PAYS OVERSIZING COST - 21" MINUS 15")	2,700	LF	\$ 50.00			\$ 135,000.00	
2	21" PVC SDR 35 SEWER LINE IN WARD	4,200	LF	\$ 120.00	\$ 504,000.00			
	(CITY PAYS 18" COST)	4,200	LF	\$ 95.00		\$ 399,000.00		
	(WHWD PAYS OVERSIZING COST - 21" MINUS 18")	4,200	LF	\$ 25.00			\$ 105,000.00	
3	21" PVC SDR 35 SEWER LINE IN M STREET	700		\$ 120.00	\$ 84,000.00		\$ 84,000.00	
4	30" PVC PERMA-LOC SEWER LINE	7,300	LF	\$ 175.00	\$ 1,277,500.00	\$ 638,750.00	\$ 638,750.00	
5	36" PVC PERMA-LOC SEWER LINE	7,000	LF	\$ 190.00	\$ 1,330,000.00	\$ 665,000.00	\$ 665,000.00	
6	BORE AND JACK HWY AND RR	200	LF	\$ 440.00	\$ 88,000.00	\$ 44,000.00	\$ 44,000.00	
Subtotal Items 1 - 6					\$ 3,607,500.00	\$ 1,935,750.00	\$ 1,671,750.00	
Percentage Responsibility						54%	46%	
A	PAVEMENT REPLACEMENT	184,000	SQ. FT.	\$ 4.00	\$ 736,000.00	\$ 397,440.00	\$ 338,560.00	
B	UTILITY RELOCATION	1	LUMP SUM	\$ 50,000.00	\$ 50,000.00	\$ 27,000.00	\$ 23,000.00	
C	MOBILIZATION	1	LUMP SUM	\$ 25,000.00	\$ 25,000.00	\$ 13,500.00	\$ 11,500.00	
Subtotal Items A - C					\$ 811,000.00	\$ 437,940.00	\$ 373,060.00	
CONSTRUCTION SUBTOTAL					\$ 4,418,500.00	\$ 2,373,690.00	\$ 2,044,810.00	
Contingency @ 20%					\$ 883,700.00	\$ 474,738.00	\$ 408,962.00	
Engineering & Admin. @ 15%					\$ 795,330.00	\$ 427,264.20	\$ 368,065.80	
CONSTRUCTION TOTAL					\$ 6,097,530.00	\$ 3,275,692.20	\$ 2,821,837.80	
Percentage Responsibility						54%	46%	
Temporary Right-of-Way					5.5 ACRES \$ 5,000.00	\$ 27,500.00	\$ 14,773.45	\$ 12,726.55
TOTAL PROJECT COST					\$ 6,125,030.00	\$ 3,290,465.65	\$ 2,834,564.35	

If WHWD pays City cost; WHWD gets credit of equal amount on WWTP Expansion and 180,000 gpd capacity at plant.

Wastewater Treatment Plant Formula

If WHWD has paid City Cost from above, WWTP cost shared as follows:

Plant cost for 1.25 mgd (\$15,109,000 : Lee & Ro Estimate)

WHWD Share (750 mgd or 60%):	\$ 9,065,400.00
Less City Costs Advanced from Above:	\$ 3,290,465.65
New WHWD Share of Plant:	<u>\$ 5,774,934.35</u>

City Cost (Remaining Balance):	<u>\$ 9,334,065.65</u>
--------------------------------	------------------------

Should the city advance funds for any of the costs or improvements contained herein, then the City shall receive a credit for that amount at the time of final reconciliation of the individual cost responsibilities for the WWTP construction.

Exhibit "A"

PRELIMINARY PROJECT COST ESTIMATE

BY: R. STODDARD
 PROJECT: WESTERN AREA EXPANSION
 DATE: Dec-02
 Project Element: SPERRY AND WARD AVENUE
 CLIENT: CITY OF PATTERSON
 DIABLO GRANDE USE PORTION

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	INSTALLED UNIT COST	TOTAL INSTALLED COST	COST SUBTOTAL	COST TOTAL
1	WALNUT AVENUE						
	(FROM PRELIM ENG EST OFF PROJECT PLANS)				\$2,800,000		
1	SPERRY- BALDWIN TO AM EAGLE	2600	L.F.	\$50	\$130,000		
2	SPERRY- AM EAGLE TO WARD	2600	L.F.	\$100	\$260,000		
3	WARD AVE	4200	L.F.	\$110	\$462,000		
4	PAVEMENT REPLACEMENT	56,400	SQ. FT.	\$4	\$225,600		
5	UTILITY RELOCATION	1	LUMP SUM	\$50,000	\$50,000		
6	MOBILIZATION	1	LUMP SUM	\$25,000	\$25,000		
						<u>\$3,952,600</u>	

Contingency @ 20%

\$790,520

Construction Total

\$4,743,120

Engineering & Admin. @ 15%

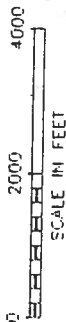
\$711,468

Total Project Cost

\$5,454,588

EXHIBIT 1

PROPOSED
SANITARY SEWER
SYSTEM SHARED
WITH DIABLO GRANDE



LEGEND

- JUNCTION
- WALNUT AVENUE SEWER
- - - WARD ROAD SEWER
- - - SPERRY AVENUE AMERICAN EAGLE TO IIRPC SEWER
- - - SPERRY AVENUE BALDWIN ROAD TO AMERICAN EAGLE SEWER



STODDARD & ASSOCIATES

CONSULTING CIVIL ENGINEERS
AND LAND SURVEYORS

1120 WEST 11TH STREET, SUITE 200, LOS ANGELES, CALIFORNIA 90015
TELEPHONE (213) 528-5152 • FAX (213) 528-5350



PATTERSON SEWER FORMULA

1. WHWD pays all costs to connect to City facilities at American Eagle in Sperry Avenue.
2. WHWD pays oversizing cost only for city line in Sperry Avenue, Ward Avenue.
3. WHWD pays 100% of the cost of M Street.
4. WHWD pays ½ cost of Walnut line.
5. WHWD pays pro-rata cost of engineering, contingency, mobilization and right-of-way.
6. If WHWD fronts balance of cost for construction of City facilities, that cost is a credit against the WHWD sewer plant obligation, and WHWD is provided with 180,000 gpd capacity at the existing City plant.

Sewer Line Formula

WHWD/CITY OF PATTERSON SEWER PROJECT

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	INSTALLED UNIT COST	TOTAL COST	CITY COST	WHWD COST
1	21" PVC SDR 35 SEWER LINE IN SPERRY (CITY PAYS 15" COST) (WHWD PAYS OVERSIZING COST - 21" MINUS 15")		LF	\$	\$		
			LF	\$		\$	
			LF	\$			\$
2	21" PVC SDR 35 SEWER LINE IN WARD (CITY PAYS 18" COST) (WHWD PAYS OVERSIZING COST - 21" MINUS 18")		LF	\$	\$		
			LF	\$		\$	
			LF	\$			\$
3	21" PVC SDR 35 SEWER LINE IN M STREET			\$	\$		\$
4	30" PVC PERMA-LOC SEWER LINE		LF	\$	\$	\$	\$
5	36" PVC PERMA-LOC SEWER LINE		LF	\$	\$	\$	\$
6	BORE AND JACK HWY AND RR		LF	\$	\$	\$	\$
Subtotal Items 1 - 6					\$	\$	\$
Percentage Responsibility						%	%
A	PAVEMENT REPLACEMENT		SQ. FT.	\$	\$	\$	\$
B	UTILITY RELOCATION	1	LUMP SUM	\$	\$	\$	\$
C	MOBILIZATION	1	LUMP SUM	\$	\$	\$	\$
Subtotal Items A - C					\$	\$	\$
CONSTRUCTION SUBTOTAL					\$	\$	\$
Contingency @ 20%					\$	\$	\$
Engineering & Admin. @ 15%					\$	\$	\$
CONSTRUCTION TOTAL					\$	\$	\$
Percentage Responsibility						%	%
Temporary Right-of-Way			ACRES	\$	\$	\$	\$
TOTAL PROJECT COST					\$	\$	\$

If WHWD pays City cost; WHWD gets credit of equal amount on WWTP Expansion and 180,000 gpd capacity at plant.

Wastewater Treatment Plant Formula

If WHWD has paid City Cost from above, WWTP cost shared as follows:

Plant cost for 1.25 mgd: \$

WHWD Share (750 mgd or 60%):	\$
Less City Costs Advanced from Above:	\$
New WHWD Share of Plant:	\$

City Cost (Remaining Balance):	\$
--------------------------------	----

Should the city advance funds for any of the costs or improvements contained herein, then the City shall receive a credit for that amount at the time of final reconciliation of the individual cost responsibilities for the WWTP construction.

12/3/2002

COSTS THROUGH 3/1/03

Description	Task Cost	City's Share	DG's Share	Notes
Regulatory, Permitting, and Environmental Documentation				
EIR	\$227,573	\$132,751	\$94,822	Preliminary design and EIR costs proportioned by City and DG's flowrate.
Regional Board Assistance	\$38,556	\$22,491	\$16,065	
Permitting Assistance	\$13,263	\$7,737	\$5,526	
Project Design				
Design Report/ 10% Design	\$49,158	\$28,676	\$20,483	
Geotechnical Analysis/Report	\$26,250	\$15,313	\$10,938	
Design Survey	\$21,000	\$12,250	\$8,750	
Subtotal	\$375,800	\$219,217	\$156,584	
Description	Task Cost	City's Share	DG's Share	Notes
Project Design				Project design costs divided between the City (70%) and DG (30%).
50% Design Documents	\$127,016	\$88,911	\$38,105	
90% Design Documents	\$79,816	\$55,871	\$23,945	
100% Design Documents	\$42,042	\$29,429	\$12,613	
Final/Did Documents	\$21,264	\$14,885	\$6,379	
Subtotal	\$270,138	\$189,097	\$81,041	
Grand Total	\$645,938	\$408,314	\$237,625	

Design_Cost_Estimate12.xls

LEE RO, Inc.

Appendix H

WHWD 2008 Sewer Maintenance Budget

Copies of the WHWD Sewer Maintenance Budget can be found in WHWD office

Appendix I

WHWD 2008 Equipment List

WHWD Equipment:

1. Cat 416 back Hoe
2. Pickups (3 service trucks)
3. 3" Pump with intake hoses
4. 4" Pump with intake hoses
5. 6" Pump with intake hoses
6. Assorted hand tools
7. Assorted traffic control devices including cones, delineators, and barricades.