



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

**NOTICE OF REGULAR MEETING**

**TIME:** 6:00 p.m.  
**PLACE:** Regular Meeting Place  
7051 Dublin Boulevard, Dublin, CA

**DATE:** Tuesday, October 21, 2014

**AGENDA**

(NEXT RESOLUTION NO. 70-14)

(NEXT ORDINANCE NO. 336)

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

**BUSINESS:**

**REFERENCE**

	<b><u>Recommended Action</u></b>	<b><u>Anticipated Time</u></b>
1. <u>CALL TO ORDER</u>		
2. <u>PLEDGE TO THE FLAG</u>		
3. <u>ROLL CALL</u> – Members: Benson, Duarte, Halket, Howard, Vonheeder-Leopold		
4. <u>SPECIAL ANNOUNCEMENTS/ACTIVITIES</u>		
5. <u>PUBLIC COMMENT</u> (MEETING OPEN TO THE PUBLIC)		
<p>At this time those in the audience are encouraged to address the Board on any item of interest that is within the subject matter jurisdiction of the Board and not already included on tonight's agenda. Comments should not exceed five minutes. Speakers' cards are available from the District Secretary and should be completed and returned to the Secretary prior to addressing the Board. The President of the Board will recognize each speaker, at which time the speaker should proceed to the lectern, introduce him/herself, and then proceed with his/her comment.</p>		
6. <u>REPORTS</u>		
A. <u>Reports by General Manager and Staff</u>		
• Event Calendar		
• Correspondence to and from the Board		
B. Agenda Management (consider order of items)		
C. <u>Committee Reports</u>		
None		
7. <u>APPROVAL OF MINUTES</u> - Regular Meeting of October 7, 2014	District Secretary	Approve by Motion

**BUSINESS:**

**REFERENCE**

			<b><u>Recommended Action</u></b>	<b><u>Anticipated Time</u></b>
8.	<b><u>CONSENT CALENDAR</u></b>			
	Matters listed under this item are considered routine and will be enacted by one Motion, in the form listed below. There will be no separate discussion of these items unless requested by a Member of the Board of Directors or the public prior to the time the Board votes on the Motion to adopt.			
A.	Rescind Service for Developments with Affordable Housing Policy and Resolution No. 25-06	Engineering Services Manager	Rescind Policy by Resolution	
B.	Adopt Revised Construction Project Acceptance by the General Manager Policy and Rescind Resolution No. 49-14	Engineering Services Manager	Approve Policy by Resolution	
C.	Accept Regular and Recurring Reports	General Manager	Accept by Motion	
D.	Upcoming Board Calendar	General Manager	Accept by Motion	
9.	<b><u>BOARD BUSINESS</u></b>			
A.	Discuss Drought Management Program	General Manager	Provide Direction	5 min
B.	Consider Appeal by Magdaline Anyafulu of Staff Denial of a Waiver of Enforcement Action Related to Violation of Water Use Limitations	Operations Manager	Approve by Motion	15 min
C.	Modify Water Use Limitation Exemption for Valley Christian Center	Board of Directors	Approve by Motion	15 min
D.	Provide Direction Regarding the District Providing Temporary, Emergency Water Service to Tassajara Valley and Possible Terms for such Water Service	General Manager	Provide Direction	15 min
E.	Declare that "Telecommunications Site Lease Agreement" with New Cingular Wireless PCS, LLC (AT&T) for Cellular Phone Tower at Reservoir 1A is Categorically Exempt from CEQA and Approve Agreement	Engineering Services Manager	Approve by Resolutions (2)	15 min
F.	Review of District Debt - Regional Bank Bond	Financial Services Manager	Review Report & Provide Direction	10 min

10. BOARDMEMBER ITEMS

- Submittal of Written Reports from Travel and Training Attended by Directors

11. CLOSED SESSION

- A. Conference with Real Property Negotiator – Pursuant to Government Code Section 54956.8 5 min  
Property: Reservoir 1A, 8208 Rhoda Avenue, Dublin, California  
Agency Negotiator: Bert Michalczyk, General Manager  
Rhodora Biagtan, Interim Engineering Services Manager  
Steve Delight, Interim Planning & Permitting Division Supervisor  
Negotiating Parties: AT&T  
Under Negotiation: Price and Terms of Payment  
Additional Attendees: General Counsel Carl P. A. Nelson

12. REPORT FROM CLOSED SESSION

13. ADJOURNMENT

BOARD CALENDAR\*

<u>Committee &amp; Board Meetings</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
DERWA	October 27, 2014	6:00 p.m.	District Office
Regular Board Meeting	November 4, 2014	6:00 p.m.	District Office

\*Note: Agendas for regular meetings of District Committees are posted not less than 72 hours prior to each Committee meeting at the District Administrative Offices, 7051 Dublin Boulevard, Dublin, California

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

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

**October 7, 2014**

A regular meeting of the Board of Directors was called to order at 6:00 p.m. by President Georgean M. Vonheeder-Leopold. Boardmembers present: President Georgean M. Vonheeder-Leopold, Vice President Edward R. Duarte, Director D.L. (Pat) Howard, Director Richard M. Halket, and Director Dawn L. Benson. District staff present: Bert Michalczyk, General Manager; Rhodora Biagtan, Interim Engineering Services Manager; John Archer, Interim Financial Services Manager/Treasurer; Dan Lopez, Senior Mechanical Engineer-Supervisory; Michelle Gallardo, Interim Organizational Services Manager; Carl P.A. Nelson, General Counsel; and Nancy Gamble Hatfield, District Secretary.

1. CALL TO ORDER
2. PLEDGE TO THE FLAG
3. ROLL CALL - Members: Benson, Duarte, Halket, Howard, Vonheeder-Leopold
4. SPECIAL ANNOUNCEMENTS/ACTIVITIES
5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:01 p.m.
6. REPORTS
  - A. Reports by General Manager and Staff
    - Event Calendar – General Manager Michalczyk reported on the following:
      - o Mr. Dan Lopez, Senior Mechanical Engineer-Supervisory, is attending tonight’s meeting in place of Operations Manager Dan Gallagher.
      - o ACWA Region 5 will hold their quarterly meeting on Sunday and Monday, October 19 – 20, 2014 at the Martinelli Event Center in Livermore. If Directors are interested in attending, they are encouraged to notify District Secretary Hatfield or the General Manager.
      - o The ACWA state conference will be held in San Diego between December 2 – 5, 2014. If Directors are interested in attending, they are encouraged to notify District Secretary Hatfield or the General Manager.
      - o The Neighborhood Improvement Committee (NIC) meeting will be held on Monday, October 20, 2014 at 5:30 p.m. at the WWTP. Depending on the Directors who want to attend the meeting, the meeting may need to be noticed as a Committee or Board meeting. Mr. Michalczyk requested Directors let him know who plans to attend so any required Brown Act notices can be accomplished.
    - Correspondence to and from the Board on an Item not on the Agenda

**DRAFT**



<b>Date</b>	<b>Format</b>	<b>From</b>	<b>To</b>	<b>Subject</b>
9/28/14	Email	Rosalind Rogoff	Sue Stevenson, Bert Michalczyk, Directors & Jill Duerig	Why we need the water bond
10/6/2014	Email	Kelly Watkins/ Constituent Services Representative/ Eric Swalwell	President Georgean Vonheeder-Leopold/Board of Directors	Renaming ceremony of the Dublin Post Office Dublin / 'Jim' Kohnen Post Office

B. Agenda Management (consider order of items) – No changes were made

C. Committee Reports

Tri-Valley Water Agency Liaison

September 27, 2014

President Vonheeder-Leopold invited comments on recent committee activities. Directors felt the available staff reports adequately covered the many matters considered at committee meetings and made a few comments about some of the committee activities.

7. APPROVAL OF MINUTES – Regular Meeting of *September 16, 2014*

General Counsel Nelson noted a correction under the Closed Session references on the September 16, 2014 minutes. The “Agency Negotiators” and the “Additional attendees” listed under Closed Session 11.A should actually have been listed under Closed Session Item 11.B.

Director Howard MOVED for approval of the September 16, 2014 minutes with a correction on page 5 under the Closed Sessions – Items 11.A and 11.B “Agency Negotiators” and “Additional attendees” references. Director Benson SECONDED the MOTION, which CARRIED with FOUR AYES, and ONE ABSTENTION (Vonheeder-Leopold).

8. CONSENT CALENDAR

V.P. Duarte requested Items 8.D & 8.G be REMOVED from the Consent Calendar for discussion.

Director Howard MOVED for approval of Items 8.A-C, E&F, and H-J on the Consent Calendar. Director Halket SECONDED the MOTION, which CARRIED with FIVE AYES.

A. Receive Information on Dublin San Ramon Services District’s Water Rates Annual Consumer Price Index (CPI) Adjustment - Approved

B. Approve Contributed Funds Agreement for the Recycled Water Expansion Project (CIP 15-R009) – Approved – Resolution No. 64-14

- C. Approve Job Descriptions for the Administrative Services Manager and Engineering Services Manager – Approved – Resolution No. 65-14
- D. REMOVED - Approve Revised Job Definition for Operations Manager Classification – Approved – Resolution No. 68-14

V.P. Duarte expressed his preference that when the District hires for this position in the future that they hire a registered professional engineer rather than a wastewater treatment operator. He believes the WWTP has many technical complexities, processes and equipment, and a registered engineer would be beneficial to the District because of these reasons.

[See Item 8.G below for the Motion.]

- E. Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and Rescind Resolution No. 56-14 – Approved – Resolution No. 66-14
- F. Review Fraud in the Workplace and District Security Policies – Approved
- G. REMOVED - Award Construction Agreement to Alaniz Construction, Inc. for the Reservoir Access Road Repairs (CIP 14-A018 & 15-W005) – Approved - Resolution No. 69-14

V.P. Duarte questioned why there was only one bidder for this project.

Project Manager Jackie Yee responded to his question and explained this may have been partially because of the name of the project. Several contractors attended the mandatory pre-bid meeting and many expressed the opinion that the project for a slurry seal may have been more suited for a subcontractor.

*V.P. Duarte MOVED to approve Items 8.D & 8.G on the Consent Calendar. Director Benson SECONDED the MOTION, which CARRIED with FIVE AYES.*

- H. Approve Tri-Valley Intergovernmental Reciprocal Services Master Agreement among the District and other Participating Governmental Entities in and around the Livermore-Amador Valley – Approved - Resolution No. 67-14
- I. Upcoming Board Calendar – Approved
- J. Report of Checks and Electronic Disbursements Made – Approved

Date Range	Amount
08/26/2014 – 09/28/14	\$5,627,702.89

## 9. BOARD BUSINESS

### A. Discuss Drought Management Program

General Manager Michalczyk reported that this continues to be a standing item on the Board agenda to discuss and evaluate how the drought management program is progressing. The Board's declaration of the water shortage emergency is set to extend until December 31, 2014; however, additional data will be necessary for the Board to decide whether to extend that declaration. He also noted that on October 1, 2014 the Valley water retailers' irrigation rules have shifted from the summer time regulations. The District, City of Pleasanton, and Zone 7 rules allow a one day per week outside watering schedule. The City of Livermore and California Water Service Company still allow two days per week for outside irrigation. Plants are entering their dormant season and the weather is beginning to cool. He noted that the agencies' water use limitations are functionally similar but not identical; he does not recommend a change at this time.

The Board did not direct staff to develop any changes to the program.

### B. Accept Water Supply and Demand and Drought Response Action Plan Status Reports and Find that the Need for the Community Drought Emergency Still Exists

General Manager Michalczyk explained this item is presented to the Board one time per month because California law requires them to assess the continuing need for the drought emergency. More detailed information related to the status of the drought and associated actions is reflected in the agenda item materials.

Mr. Michalczyk stated the service area is responding extremely well and conserving and there are no recommendations for changes at this time. One observation is the rebate incentives are not being widely taken advantage of, particularly for swimming pool and spa covers, and lawn conversions.

V.P. Duarte MOVED to: (a) accept the Water Supply and Demand Report and the Drought Response Action Plan Status Report; and, (b) find that there still exists a need for continuing the Community Drought Emergency, which the Board declared on May 5, 2014. Director Howard SECONDED the MOTION, which CARRIED with FIVE AYES.

### C. Take Position on Zone 7 Water Rates for Calendar Years 2015 and 2016

Financial Services Manager Archer made a short presentation on the proposed Zone 7 water rates for 2015 and 2016 and discussed the recent meetings and options presented. A special Zone 7 board meeting was held on October 1, 2014. On behalf of the District, Mr. Archer wrote and presented a letter to the Zone 7 Board of Directors at that meeting. It is very likely water rates will be adopted by the Zone 7

board at their October 15, 2014 meeting; accordingly, it is important for the DSRSD Board discussion this evening. The Zone 7 staff proposes three options as follows: 1) baseline-no water rate increase; 2) 3% CPI for both 2015 and 2016 with a reduction in Asset Management Program (AMP) transfers to \$7 million; and, 3) 7% increase for both 2015 and 2016.

Directors discussed their thoughts and opinions and possible responses to the proposed Zone 7 water rates for Calendar Years 2015 and 2016.

Director Halket MOVED that given the three options presented (0%, 3%, 7%), that the District can only support no more than a 3% per year baseline water rate increase for Calendar Years 2015 and 2016 provided there is a reduction in the Asset Management Program transfer from \$10.5M to \$7.0M. V.P. Duarte SECONDED the MOTION, which CARRIED with FIVE AYES.

D. Accept Various Regular and Recurring Reports and Provide Direction as to which Reports are Still Desired by the Board

General Manager Michalczyk reported that the purpose of this item is to see if the Board would be accepting of additional streamlining of presentation of regular and recurring reports to the Board and to Committees. He noted there are a number of reports the Board or Committees received either by request or by operation of Board policy, District Code, or State law. These reports inform the Board and the Committees and have the added benefit of maintaining the open and transparent culture for public access to the business of the District. Mr. Michalczyk explained this item has two parts. First, the Board is requested to accept by Motion the reports that would have been received and reviewed at Committee meetings prior to the adoption of new Guidelines in July regarding scheduling of Committee meetings. Next, the Board needs to determine the reports they continue to desire to receive and the intervals for presenting those reports.

Director Halket MOVED to: 1) accept the regular and recurring reports identified as the Strategic Work Plan Accomplishments; Board Committee Goals Status Reports; Employee Computer Loan Report; District Financial Report; Capital Outlay Budget Adjustments, i) Combo Vector Truck (\$12,000), and ii) F150 Utility Vehicle (\$453); Capital Improvement Budget Adjustment (Res. 10 Rehabilitation \$45,000); and, Unexpected Asset Replacements (Intercooler Heat Exchanger \$11,651); and, 2) to place all regular reports that were previously directed to the Committees to now be placed on the Board meeting Consent Calendar following the appropriate schedule. Director Benson SECONDED the MOTION.

Mr. Michalczyk reminded the Board that the Board Guidelines allow the Board to refer any item back to a Committee if desired. He noted this new process would be a streamlining of presentation and information to the Board for regular and recurring items.

The MOTION CARRIED with FIVE AYES.

President Vonheeder-Leopold asked the Board what reports they still desire to receive.

After some discussion, Directors agreed to receive the designated reports on the schedule below. They decided to stop receiving the Employee Computer Loan Status Report and did not add to the list of reports or information to receive.

<b>Ref.</b>	<b>Description</b>	<b>Frequency</b>
A	Strategic Work Plan Accomplishments Report	Annually
B	Board Committee Annual Goal Status Report	
C	Employee Retention Statistics	
D	Outstanding Receivables Report	
E	Employee and Board Member Reimbursements greater than \$100	
F	Water Supply and Conservation Report	Monthly during drought Monthly during the winter season in non-drought years
G	District Financial Statements	Monthly except in July
H	“No Net Change” Operating Budget Adjustments	As they occur but no more frequently than monthly
I	Capital Outlay Budget Adjustments	
L	Capital Project Budget Adjustments	
K	Unexpected Asset Replacements	

#### 10. BOARDMEMBER ITEMS

Director Howard requested at the next meeting the Board revisit the exemption granted to Valley Christian Center, specifically as it relates to what happens to their watering schedule effective October 1, 2014 and beyond in the context of the seasonal watering rules.

V.P. Duarte commented that he has lunch a few times per month with the City of San Ramon Mayor Bill Clarkson and an occasional Councilmember. He was very surprised their Council is not familiar with the District’s recycled water fill station supplying free recycled water to the community for residential irrigation during the drought.

President Vonheeder-Leopold mentioned she was out of town for the last Board meeting but has attended several other meetings. She attended the Saturday, September 27, 2014 Water Policy Roundtable Meeting in Livermore; the October 1, 2014 Zone 7 Special Board meeting; and the September 30, 2014 Department of Water Resources meeting in Sacramento to seek grant funding. She also attended the October 6, 2014 the City of Dublin Maintenance Corporation Yard Dedication and Open House Ceremony located on Scarlett

Court in Dublin. President Vonheeder-Leopold submitted her written reports for the meetings she attended.

11. ADJOURNMENT

President Vonheeder-Leopold adjourned the meeting at 6:52 p.m.

Submitted by,

Nancy Gamble Hatfield  
District Secretary



Reference Engineering Services Manager	Type of Action Rescind Policy	Board Meeting of October 21, 2014
Subject Rescind Service for Developments with Affordable Housing Policy and Resolution No. 25-06		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input checked="" type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
<input checked="" type="checkbox"/> Staff	R. Biagtan	<input type="checkbox"/> Board Member

## **Recommendation:**

The Engineering Services Manager recommends the Board rescind, by Resolution, the Service for Developments with Affordable Housing policy and Resolution No. 25-06.

## **Summary:**

Government Code section 65589.7 requires the District to grant priority water and sewer service to developments that include affordable housing units unless the District can make specific findings. The Service for Developments with Affordable Housing policy defines the findings the District can make to suspend the priority status.

Staff recommends the policy be rescinded as provisions meeting Government Code section 65589.7 were incorporated in the recodification of the District Code. Attached is District Code Section 3.20.120, "Priority for affordable or low income housing developments."

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Yes	ORIGINATOR Biagtan	DEPARTMENT Engineering	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. District Code Section 3.20.120 2. 3.			

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT RESCINDING THE SERVICE FOR DEVELOPMENTS WITH AFFORDABLE HOUSING POLICY AND RESCINDING RESOLUTION NO. 25-06

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WHEREAS Government Code Section 65589.7 requires that District grant priority water and sewer service to developments that include affordable housing units unless the District can make specific findings; and

WHEREAS, on June 20, 2006 the Board adopted by Resolution No. 25-06 the Service for Developments with Affordable Housing policy to define the findings the District can make to suspend the priority status; and

WHEREAS, the policy was last reviewed on May 3, 2010 and remained status quo; and

WHEREAS, District Code Section 3.20.120, "Priority for affordable or low income housing developments," incorporates all the provisions for providing priority water and sewer service to developments that include affordable housing units; and

WHEREAS, the Board now desires to rescind the Service for Developments with Affordable Housing policy and rescind Resolution No. 25-06.

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

The Board of Directors hereby rescinds the Service for Developments with Affordable Housing policy, attached as Exhibit "A," and rescinds Resolution No. 25-06, attached as Exhibit "B."



Res. No. \_\_\_\_\_

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 21st day of October 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Georgan M. Vonheeder-Leopold, President

ATTEST: \_\_\_\_\_  
Nancy G. Hatfield, District Secretary

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# POLICY

## Dublin San Ramon Services District

Policy No.:	P600-10-2	Type of Policy:	Service
Policy Title:	Service for Developments with Affordable Housing		
Policy Description:	Policy regarding priority water or sewer service for proposed developments that include housing units affordable to lower income households		
Approval Date:	June 20, 2006	Last Review Date:	2010
Approval Resolution No.:	25-06	Next Review Date:	2014
Rescinded Resolution No.:	N/A	Rescinded Resolution Date:	N/A

It is the policy of the Board of Directors of Dublin San Ramon Services District:

To grant a priority for the provision of water or sewer services, pursuant to Government Code Section 65589.7, to proposed developments that include housing units affordable to lower income households unless the District makes specific written findings that the denial, condition, or reduction of service is necessary due to the existence of one or more of the following:

1. The District does not have "sufficient water supply," as defined in paragraph (2) of subdivision (a) of Government Code Section 66473.7, or is operating under a water shortage emergency as defined in Water Code Section 350, or does not have sufficient water treatment or distribution capacity, to serve the needs of the proposed development, as demonstrated by a written engineering analysis and report.
2. The District is subject to a compliance order issued by the State Department of Health Services that prohibits new water connections.
3. The District does not have sufficient treatment or collection capacity, as demonstrated by a written engineering analysis and report on the condition of the treatment or collection works, to serve the needs of the proposed development.
4. The District is under an order issued by a regional water quality control board that prohibits new sewer connections.
5. The applicant has failed to agree to reasonable terms and conditions relating to the provision of service generally applicable to development projects seeking service from the District, including, but not limited to, the requirements of local, state, or federal laws and regulations or payment of a fee or charge imposed pursuant to Government Code Section 66013.

Provision of water or sewer service to proposed developments that include housing units affordable to lower income households is subject to the District Code of the Dublin San Ramon Services District.

DSRSD Policy

Page 2 of 2

Policy No.: P600-10-2

Policy Title: Service for Developments with Affordable Housing

Policy is current and no changes need to be adopted by  
the Board of Directors.

Status Quo Chronology

Date Adopted June 20, 2006

Reviewed by

Committee Wastewater Date May 3, 2010

Committee \_\_\_\_\_ Date \_\_\_\_\_

Committee \_\_\_\_\_ Date \_\_\_\_\_

Committee \_\_\_\_\_ Date \_\_\_\_\_

RESOLUTION NO. 25-06

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT  
ADOPTING WRITTEN POLICY CONCERNING THE PROVISION OF WATER OR SEWER  
SERVICES TO PROPOSED DEVELOPMENTS THAT INCLUDE HOUSING UNITS AFFORDABLE  
TO LOWER INCOME HOUSEHOLDS

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WHEREAS, in 2005 the California Legislature enacted Senate Bill 1087, which amended Government Code Section 65589.7 to require all public agencies or private entities that provide water or sewer services for municipal and industrial uses to (i) adopt a written policy granting a priority for the provision of public water and sewer services to include proposed developments that include housing units affordable to lower income households, and (ii) deny or condition the approval of an application for services to, or reduce the amount of services applied for by, a proposed developments that include housing units affordable to lower income households only upon specific written findings that the denial, condition, or reduction of service is necessary due to the existence of certain circumstances specified in Section 65589.7; and,

WHEREAS, the written policy shall be reviewed and renewed by the Dublin San Ramon Services District Board of Directors every five years, as required by Senate Bill 1087.

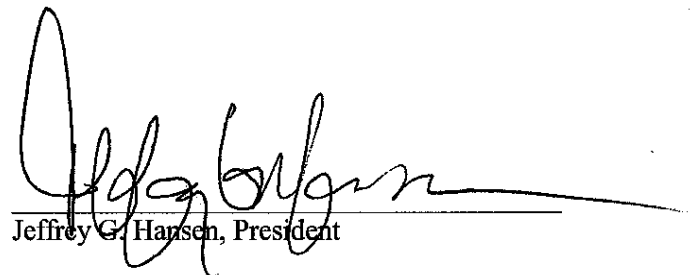
NOW, THEREFORE; BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California, that the attached policy entitled "Service Policy for Developments with Affordable Housing" is hereby adopted.

ADOPTED by the Board of Directors of the Dublin San Ramon Services District at its regular meeting held on June 20, 2006, and passed by the following vote:

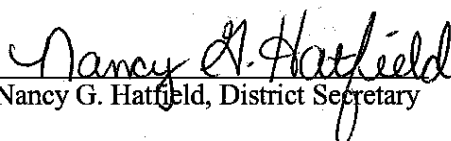
AYES: 5 - Directors Daniel J. Scannell, Thomas W. Ford, Richard M. Halket,  
Dwight L. Howard, Jeffrey G. Hansen

NOES: 0

ABSENT: 0



Jeffrey G. Hansen, President

ATTEST:   
Nancy G. Hatfield, District Secretary



# EXHIBIT A

## POLICY

### Dublin San Ramon Services District

<b>Policy No.:</b>	P600-06-1	<b>Type of Policy:</b>	Service
<b>Policy Title:</b>	Service Policy for Developments with Affordable Housing		
<b>Policy Description:</b>	Policy regarding priority water or sewer service for proposed developments that include housing units affordable to lower income households		
<b>Approval Date:</b>	June 20, 2006	<b>Last Review Date:</b>	2006
<b>Approval Resolution No.:</b>	25-06	<b>Next Review Date:</b>	2010
<b>Rescinded Resolution No.:</b>	N/A	<b>Rescinded Resolution Date:</b>	N/A

It is the policy of the Board of Directors of Dublin San Ramon Services District:

To grant a priority for the provision of water or sewer services, pursuant to Government Code Section 65589.7, to proposed developments that include housing units affordable to lower income households unless the District makes specific written findings that the denial, condition, or reduction of service is necessary due to the existence of one or more of the following:

1. The District does not have "sufficient water supply," as defined in paragraph (2) of subdivision (a) of Government Code Section 66473.7, or is operating under a water shortage emergency as defined in Water Code Section 350, or does not have sufficient water treatment or distribution capacity, to serve the needs of the proposed development, as demonstrated by a written engineering analysis and report.
2. The District is subject to a compliance order issued by the State Department of Health Services that prohibits new water connections.
3. The District does not have sufficient treatment or collection capacity, as demonstrated by a written engineering analysis and report on the condition of the treatment or collection works, to serve the needs of the proposed development.
4. The District is under an order issued by a regional water quality control board that prohibits new sewer connections.
5. The applicant has failed to agree to reasonable terms and conditions relating to the provision of service generally applicable to development projects seeking service from the District, including, but not limited to, the requirements of local, state, or federal laws and regulations or payment of a fee or charge imposed pursuant to Government Code Section 66013.

Provision of water or sewer service to proposed developments that include housing units affordable to lower income households is subject to the District Code of the Dublin San Ramon Services District.

## Attachment 1 to S&R

### Excerpt from District Code Chapter 3.20.120

#### 3.20.120 Priority for affordable or low income housing developments.

A. Pursuant to, and to the extent required by, Section [65589.7](#) of the California Government Code, the Board hereby grants a priority for the provision of water or wastewater services to proposed developments that include housing units affordable to lower income households unless it makes specific written findings that the denial, condition, or reduction of service is necessary due to the existence of one or more of the following:

1. The District does not have "sufficient water supply," as defined in Paragraph (2) of Subdivision (a) of Section 66473.7, or is operating under a water shortage emergency as defined in Section [350](#) of the Water Code, or does not have sufficient water treatment or distribution capacity to serve the needs of the proposed development, as demonstrated by a written engineering analysis and report.
2. The District is subject to a compliance order issued by the state Department of Public Health that prohibits new water connections.
3. The District does not have sufficient wastewater treatment or collection capacity, as demonstrated by a written engineering analysis and report on the condition of the wastewater treatment or collection works, to serve the needs of the proposed development.
4. The District is under an order issued by the San Francisco Bay Area Regional Water Quality Control Board that prohibits new wastewater connections.
5. The applicant has failed to agree to reasonable terms and conditions relating to the provision of service generally applicable to development projects seeking service from the District, including, but not limited to, the requirements of local, state, or federal laws and regulations or payment of a fee or charge imposed pursuant to Section 66013.

B. Pursuant to Subdivision (b) of Section [65589.7](#) of the California Government Code, except to the extent provided otherwise in subsection (A) of this section, the District hereby adopts, as its written policies and procedures for provision of services to proposed developments that include housing units affordable to lower income households, the provisions of DSRSDC Titles [1](#), General Provisions, through 5, Wastewater Service Delivery, with respect to water or wastewater services. [Ord. 327, 2010.]

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Reference Engineering Services Manager	Type of Action Adopt Revised Policy	Board Meeting of October 21, 2014
Subject Adopt Revised Construction Project Acceptance by the General Manager Policy and Rescind Resolution No. 49-14		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input checked="" type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
<input checked="" type="checkbox"/> Staff	R. Biagtan	<input type="checkbox"/> Board Member

## **Recommendation:**

The Engineering Services Manager recommends the Board adopt, by Resolution, the revised Construction Project Acceptance by the General Manager policy.

## **Summary:**

The Construction Project Acceptance by the General Manager policy allows the Board to delegate the authority to accept construction projects to the General Manager. The policy also sets provisions under which the construction projects are accepted by the General Manager and subsequent follow up actions. The project acceptance provisions in the District Code are maintained within the policy.

On August 19, 2014 the Board adopted this policy to incorporate revisions which allow it to conform to the Board adopted "Guidelines for Conducting District Business." A revised version of the policy is being presented to the Board to incorporate provisions in the recodified District Code. The Civil Code references in the policy are also updated to reflect the section numbers that are pertinent. General Counsel has reviewed this policy.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Yes	ORIGINATOR Biagtan	DEPARTMENT Engineering	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. 2. 3.			

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING BOARD POLICY ON CONSTRUCTION PROJECT ACCEPTANCE BY THE GENERAL MANAGER AND RESCINDING RESOLUTION NO. 49-14

---

WHEREAS, on August 19, 2014 the District Board of Directors adopted Resolution No. 49-14 to incorporate revisions to the Board policy on Construction Project Acceptance by the General Manager to conform to newly adopted Guidelines for Conducting Dublin San Ramon Services District Business (“Guidelines”); and

WHEREAS, the current Board policy on Construction Project Acceptance by the General Manager requires further revision to incorporate provisions in the District Code, recodified on November 2, 2010; and

WHEREAS, the Board policy on Construction Project Acceptance by the General Manager should reference Civil Code Sections that are currently operative.

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

1. The revised “Construction Project Acceptance by General Manager” policy is hereby adopted and attached hereto as Exhibit “A.”

2. Resolution No. 49-14 is hereby rescinded and attached hereto as Exhibit “B.”

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 21st day of October 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

---

Georgean M. Vonheeder-Leopold, President

ATTEST: \_\_\_\_\_  
Nancy G. Hatfield, District Secretary





# POLICY

## Dublin San Ramon Services District

Policy No.:		Type of Policy:	General
Policy Title:	Construction Project Acceptance by the General Manager		
Policy Description:	Allows the General Manager to accept construction projects		
Approval Date:		Last Review Date:	2014
Approval Resolution No.:		Next Review Date:	2018
Rescinded Resolution No.:	49-14	Rescinded Resolution Date:	August 19, 2014

It is the policy of the Board of Directors of Dublin San Ramon Services District:

Upon determining that a particular project has satisfied the provisions of this Construction Project Acceptance policy, the General Manager is authorized and may accept Capital Improvement Program (CIP) construction projects and developer dedicated construction projects in accordance with this policy. Further, the General Manager is authorized to execute a Certificate of Acceptance, in a form substantially in conformance with "Attachment A," to memorialize the acceptance of the project for purposes of Civil Code Section 9200. As is set forth in the form of the Certificate of Acceptance, upon execution thereof, the General Manager is further authorized to cause to be recorded, in the Official Records of each County in which work on the project was performed under contract with the District, a Notice of Completion in accordance with Civil Code Section 9204.

Within 15 days of receipt of written verification from the District Engineer that a project has satisfied the conditions of this Construction Project Acceptance by the General Manager policy described below, the General Manager will either accept the project or refer the project to the Board at the next available opportunity for a decision on acceptance.

### Capital Improvement Program (CIP) Construction Projects – Conditions for Acceptance

All of the following conditions must be satisfied for a CIP Construction Project to be considered for acceptance. Within 10 days of completion of all the conditions, the District Engineer shall provide the General Manager written notification with a recommendation to accept the project.

1. The contractor has submitted a written request for final payment and release of all retentions, which request is accompanied by a duly executed conditional waiver and release upon final payment in the then-current statutory form releasing the District from all existing and/or future claims against the District for the work.
2. The contractor has completed all punch list items.
3. The contractor has completed all required submittals.
4. The contractor has provided a warranty bond in conformance with contract requirements.
5. The total amount of final compensation to be paid to the contractor does not exceed the amount authorized by the Board for the construction contract.

#### **Developer Dedicated Construction Projects – Conditions for Acceptance**

All of the provisions of District Code Code Section 3.50.120 must be satisfied for a Developer Dedicated Construction Project to be considered for acceptance. Within 10 days of completion of all the conditions, the District Engineer shall provide the General Manager written notification with a recommendation to accept the project.

The General Manager shall develop comprehensive rules and procedures in furtherance of this policy.

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the project specified herein:

*[For developer dedicated projects: list project name, description and location of facilities, developer name and address.]*

*[For CIP projects: list project name and CIP number, description and location of facilities, date of completion, contractor name and address.]*

is hereby accepted by the General Manager of Dublin San Ramon Services District (District) on behalf of said District pursuant to authority conferred by Resolution No. \_\_\_\_\_ of the governing Board of the District adopted on October 21, 2014. *[For CIP projects only: The District Secretary is hereby ordered to file a Notice of Completion in the office of the County Recorder within ten (10) days of the date of this acceptance.]*

\_\_\_\_\_  
BERT MICHALCZYK  
General Manager

\_\_\_\_\_  
Acceptance Date

ATTEST:

\_\_\_\_\_  
NANCY GAMBLE HATFIELD  
District Secretary

RESOLUTION NO. 49-14

## RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING BOARD POLICY CONSTRUCTION PROJECT ACCEPTANCE BY GM AND RESCINDING RESOLUTION NO. 20-10

WHEREAS, on July 1, 2014 the District Board of Directors adopted Resolution No. 38-16 thereby adopting revised Guidelines for Conducting Dublin San Ramon Services District Business ("Guidelines"); and

WHEREAS, Resolution No. 38-16 authorized and directed the General Manager to propose formal revisions to those existing Board policies that are in conflict with the Guidelines; and

WHEREAS, current policy Construction Project Acceptance by GM, last revised by Resolution No. 20-10, contains provisions that are in conflict with the newly revised Guidelines.

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

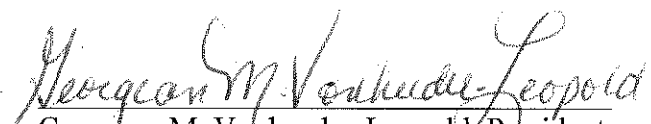
1. The revised "Construction Project Acceptance by GM" policy, attached hereto as Exhibit "A" be adopted, and
2. Resolution No. 20-10 is hereby Rescinded and attached as Exhibit "B;" and
3. Authorizes the General Manager to make non-substantive editorial changes to the Policy as that document is finalized for posting on the District's website.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, and passed by the following vote:

AYES: 5 - Directors D.L. (Pat) Howard, Edward R. Duarte, Dawn L. Benson, Richard M. Halket, Georgean M. Vonheeder-Leopold

NOES: 0

ABSENT: 0

  
Georgean M. Vonheeder-Leopold, President

ATTEST:   
Nancy G. Hatfield, District Secretary



Reference General Manager	Type of Action Accept Report(s)	Board Meeting of October 21, 2014
Subject Accept Regular and Recurring Reports		
<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
<input checked="" type="checkbox"/> Staff	B. Michalczyk	<input type="checkbox"/> Board Member

## Recommendation:

The General Manager recommends the Board, by Motion, accept the attached regular and recurring report(s).

## Summary:

To maximize openness and transparency and to allow the Board to be informed about key aspects of District business and to provide direction when appropriate, the Board directed that various regular and recurring reports be presented for Board acceptance at regular intervals. This item is routinely presented to the Board at the second meeting of each calendar month.

Attachment 1. Summarizes the current regular and recurring reports; the actual report(s) are themselves attachments to Attachment 1. Report(s) presented this month for acceptance are:

- September District Financial Statement

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR B. Michalczyk	DEPARTMENT Executive	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. Summary of Regular and Recurring Reports 2. 3.			

## SUMMARY OF REGULAR AND RECURRING REPORTS

Ref.	Description	Frequency	Authority	Last Acceptance	Acceptance at this Meeting?	Next Acceptance
A	Strategic Work Plan Accomplishments Report	Annually	Board Direction	Oct 2014		Jul 2015
B	Board Committee Goal Status Report			Oct 2014		Jan 2015
C	Employee Retention Statistics			Jan 2014		Jan 2015
D	Outstanding Receivables Report		District Code	Aug 2014		Aug 2015
E	Employee and Director Reimbursements greater than \$100 <sup>1</sup>		CA Government Code	Aug 2014		Aug 2015
F	Water Supply and Conservation Report <sup>2 3</sup>	Monthly	Board Direction	Oct 2014		Nov 2014
G	District Financial Statements <sup>4</sup>			Oct 2014	YES	Nov 2014
H	"No Net Change" Operating Budget Adjustments	As they occur but not more frequently than monthly	Budget Accountability Policy	None in FYE 2015		As they occur
I	Capital Outlay Budget Adjustments			Oct 2014		As they occur
J	Capital Project Budget Adjustments			Oct 2014		As they occur
K	Unexpected Asset Replacements			Oct 2014		As they occur

<sup>1</sup> Reimbursements also reported every Board meeting in the Warrant List.

<sup>2</sup> Monthly during Community Drought Emergency; monthly during the winter season in non-drought years.

<sup>3</sup> Separate agenda item presented to Board at first meeting of the month during Community Drought Emergency.

<sup>4</sup> Except in July.



## **Monthly Financial Report**

<b>Report Name</b>	<b>Page</b>
Revenue Summary	1
Working Capital Summary	2
Expense Summary by Fund	3
Expense Summary by Department	4
Expense Summary by Category	5
Capital Outlay by Division	6
Capital Project Expense Summary	7
Financing Agreement Calculations	8
D.U.E. Recap	9
Investment Report	10
Financial Statements	13
Legislative Division Expenses Report	17

# Dublin San Ramon Services District

## Revenue Summary

September 2014

Revenue Source	Budget	Budget to Date	YTD Actual	Amount Remaining	%f Budget Received	% Revenue Expected
Local Sewer Operations	\$ 2,138,511	\$ 412,305	\$ 435,216	\$ 1,703,295	20.35%	19.28%
Regional Sewer Operations	\$ 19,374,765	\$ 2,421,846	\$ 2,756,939	\$ 16,617,826	14.23%	12.50%
<b>Service Charges - Sewer</b>	<b>\$ 21,513,276</b>	<b>\$ 2,834,151</b>	<b>\$ 3,192,155</b>	<b>\$ 18,321,121</b>	<b>14.84%</b>	<b>13.17%</b>
Water Operations	\$ 24,001,250	\$ 3,000,156	\$ 3,081,201	\$ 20,920,049	12.84%	12.50%
<b>Service Charges - Water</b>	<b>\$ 24,001,250</b>	<b>\$ 3,000,156</b>	<b>\$ 3,081,201</b>	<b>\$ 20,920,049</b>	<b>12.84%</b>	<b>12.50%</b>
Local Sewer Replacement	\$ 523,747	\$ 130,937	\$ 191,934	\$ 331,813	36.65%	25.00%
Local Sewer Expansion	\$ 509,233	\$ 127,308	\$ 186,634	\$ 322,599	36.65%	25.00%
Regional Sewer Replacement	\$ 1,663,501	\$ 415,875	\$ 441,194	\$ 1,222,307	26.52%	25.00%
Regional Sewer Expansion	\$ 10,846,201	\$ 2,711,550	\$ 2,909,304	\$ 7,936,897	26.82%	25.00%
<b>Capacity Reserve Fees - Sewer</b>	<b>\$ 13,542,682</b>	<b>\$ 3,385,670</b>	<b>\$ 3,729,065</b>	<b>\$ 9,813,617</b>	<b>27.54%</b>	<b>25.00%</b>
Water Replacement	\$ 2,063,802	\$ 515,951	\$ 361,029	\$ 1,702,774	17.49%	25.00%
Water Expansion	\$ 5,656,349	\$ 1,414,087	\$ 1,011,703	\$ 4,644,645	17.89%	25.00%
<b>Capacity Reserve Fees - Water</b>	<b>\$ 7,720,151</b>	<b>\$ 1,930,038</b>	<b>\$ 1,372,732</b>	<b>\$ 6,347,419</b>	<b>17.78%</b>	<b>25.00%</b>
<b>Fees &amp; Permits</b>	<b>\$ 3,836,199</b>	<b>\$ 959,050</b>	<b>\$ 424,661</b>	<b>\$ 3,411,538</b>	<b>11.07%</b>	<b>25.00%</b>
<b>Interest</b>	<b>\$ 659,744</b>	<b>\$ 164,936</b>	<b>\$ 163,328</b>	<b>\$ 496,416</b>	<b>24.76%</b>	<b>25.00%</b>
<b>Other Income</b>	<b>\$ 3,796,215</b>	<b>\$ 949,054</b>	<b>\$ 1,038,197</b>	<b>\$ 2,758,018</b>	<b>27.35%</b>	<b>25.00%</b>
	<u><b>\$ 75,069,518</b></u>	<u><b>\$ 13,223,055</b></u>	<u><b>\$ 13,001,340</b></u>	<u><b>\$ 62,068,177</b></u>	<u><b>17.32%</b></u>	<u><b>17.61%</b></u>

Note: Interfund transfers and Contributions of Property are excluded from this report.



**Dublin San Ramon Services District**  
**Working Capital Summary**  
**September, 2014**

**Enterprise Funds**

Fund	Dollars (\$)		In Months		
	YTD Actual	Budget	Target (Months)	Last Month	Current Month
Local Enterprise	\$ 1,152,753	\$ 745,512	4	5.82	6.19
Regional Enterprise	\$ 8,497,649	\$ 5,531,747	4	5.80	6.14
Water Enterprise	\$ 12,055,756	\$ 6,625,683	4	7.39	7.28

**Replacement Funds**

Fund	In Dollars (\$)		
	Actual	Target	Above (Below)
Local Replacement	\$ 9,917,161	\$ 3,764,249	\$ 6,152,912
Regional Replacement	\$ 12,968,923	\$ 7,950,853	\$ 5,018,070
Water Replacement	\$ 9,051,990	\$ 10,453,012	\$ (1,401,022)

**Expansion Funds**

Fund	In Dollars (\$)		
	Actual	Target	Above (Below)
Local Expansion	\$ 5,524,013	\$ 141,000	\$ 5,383,013
Regional Expansion	\$ 38,115,977	\$ 15,075,272	\$ 23,040,705
Water Expansion	\$ 13,334,286	\$ 8,373,072	\$ 4,961,214

**Temporary Infrastructure Charge Status**

Revenue Type	In Dollars (\$)		
	Amount Collected	Amount Repaid	Net
Temporary Infrastructure Charge Status	\$ 8,208,152	\$ (4,037,358)	\$ 4,170,795

NOTE: The Enterprise Funds working capital balances are subject to final adjustment to the Rate Stabilization Funds for fiscal year ending 2014 once audit is final.

# Dublin San Ramon Services District

## Expense Summary by Fund

September 2014

% of Year Completed= 25%

Expense Summary by Fund	Budget	Budget to Date	Year To Date Actual	Dollars Remaining	Percent Used
200 - Local Sewer Operations	\$ 1,683,340	\$ 420,835	\$ 334,233	\$ 1,349,107	19.86 %
210 - Local Sewer Replacement	\$ 848,900	\$ 212,225	\$ 271	\$ 848,629	0.03 %
220 - Local Sewer Expansion	\$ 265,347	\$ 66,337	\$ 90,140	\$ 175,207	33.97 %
300 - Regional Sewer Operations	\$ 13,613,842	\$ 3,403,460	\$ 3,607,189	\$ 10,006,652	26.50 %
310 - Regional Sewer Replacement	\$ 160,509	\$ 40,127	\$ 18,343	\$ 142,166	11.43 %
320 - Regional Sewer Expansion	\$ 7,070,891	\$ 1,767,723	\$ 1,664,298	\$ 5,406,593	23.54 %
600 - Water Operations	\$ 17,925,177	\$ 4,481,294	\$ 3,588,722	\$ 14,336,455	20.02 %
605 - Water Rate Stabilization Fund	\$ 50,000	\$ 12,500	\$ 1,398	\$ 48,602	2.80 %
610 - Water Replacement	\$ 389,588	\$ 97,397	\$ 46,037	\$ 343,551	11.82 %
620 - Water Expansion	\$ 3,860,821	\$ 965,205	\$ 989,832	\$ 2,870,989	25.64 %
900 - Administrative Overhead	\$ 7,002,215	\$ 1,750,554	\$ 1,447,741	\$ 5,554,474	20.68 %
965 - Other Post Employment Benefits	\$ 764,050	\$ 191,013	\$ 203,594	\$ 560,456	26.65 %
995 - DV Standby Assessment	\$ 1,429,211	\$ 357,303	\$ 218	\$ 1,428,994	0.02 %
	<u>\$ 55,063,890</u>	<u>\$ 13,765,972</u>	<u>\$ 11,992,015</u>	<u>\$ 43,071,875</u>	<u>21.78 %</u>

Note: This report shows operating expenses prior to the Administrative Overhead fund's expenses being allocated to the other funds.

**Dublin San Ramon Services District**  
**Expense Summary By Department**  
**September 2014**

% of Year Completed= 25%

Expense Summary by Department	Budget	Budget To Date	Year To Date Actual	Dollars Remaining	Percentage Used
<b>Executive</b>	\$ 1,532,148	\$ 383,037	\$ 309,524	\$ 1,222,624	20.20%
<b>Organizational Services</b>	\$ 2,442,217	\$ 610,554	\$ 508,715	\$ 1,933,502	20.83%
<b>Financial Services</b>	\$ 3,981,849	\$ 995,462	\$ 862,340	\$ 3,119,508	21.66%
<b>Engineering</b>	\$ 4,160,502	\$ 1,040,125	\$ 914,983	\$ 3,245,519	21.99%
<b>Operations</b>	\$ 13,603,249	\$ 3,400,812	\$ 3,351,991	\$ 10,251,258	24.64%
<b>Non-Departmental</b>	\$ 29,343,926	\$ 7,335,981	\$ 6,044,462	\$ 23,299,464	20.60%
	<u>\$ 55,063,890</u>	<u>\$ 13,765,972</u>	<u>\$ 11,992,015</u>	<u>\$ 43,071,875</u>	<u>21.78%</u>

# Dublin San Ramon Services District

## Expense Summary by Category

September 2014

% of Year Completed= 25%

Expense Summary by Category	Budget	Budget to Date	Year to Date Actual	Budget Remaining	Percentage Used
Personnel	\$ 20,548,611	\$ 5,137,153	\$ 4,739,730	\$ 15,808,881	23.07%
Materials and Supplies	\$ 12,874,914	\$ 3,218,728	\$ 2,342,792	\$ 10,532,122	18.20%
Contract Services	\$ 4,698,436	\$ 1,174,609	\$ 827,714	\$ 3,870,723	17.62%
Other Expenses	\$ 15,746,270	\$ 3,936,567	\$ 4,038,575	\$ 11,707,694	25.65%
Capital Outlay	\$ 1,195,659	\$ 298,915	\$ 43,204	\$ 1,152,455	3.61%
	<u>\$ 55,063,890</u>	<u>\$ 13,765,972</u>	<u>\$ 11,992,015</u>	<u>\$ 43,071,875</u>	<u>21.78%</u>

# Dublin San Ramon Services District

## Capital Outlay by Division September, 2014

Capital Outlay - Identified	Budget	Year To Date Actual	Dollars Remaining	Percent Used
License wireless point-to-point radio	\$ 40,000	\$ -	\$ 40,000	0.00%
<b>Information Systems</b>	<b>\$ 40,000</b>	<b>\$ -</b>	<b>\$ 40,000</b>	<b>0.00%</b>
Backflow Program Software	(1) \$ 25,000	\$ 26,045	\$ (1,045)	104.18%
<b>Planning &amp; Permitting</b>	<b>\$ 25,000</b>	<b>\$ 26,045</b>	<b>\$ (1,045)</b>	<b>104.18%</b>
GeoKNXMobile for Lucity Software	\$ 26,500	\$ -	\$ 26,500	0.00%
* F-350 truck w/utility bed and accessories	59,000		59,000	0.00%
* New CCTV camera w/ inclinometer & lift	43,000		43,000	0.00%
* F-450 truck with utility bed, crane, compressor	59,000		59,000	0.00%
* Vac Con Jetter / Combo Truck (with vacuum)	350,000		350,000	0.00%
* Combination Vacuum/Jetter truck	400,000		400,000	0.00%
<b>Field Operations</b>	<b>\$ 937,500</b>	<b>\$ -</b>	<b>\$ 937,500</b>	<b>0.00%</b>
Truck for LAVWMA operations	\$ 23,000	\$ -	\$ 23,000	0.00%
<b>Plant Operations</b>	<b>\$ 23,000</b>	<b>\$ -</b>	<b>\$ 23,000</b>	<b>0.00%</b>
WWTP Primary Sludge End Collectors	\$ 60,000	\$ -	\$ 60,000	0.00%
Fleet pool vehicle	20,000		20,000	0.00%
FLS Mixer (2)	13,000		13,000	0.00%
Used Bucket Truck	35,000		35,000	0.00%
<b>Mechanical Maintenance</b>	<b>\$ 128,000</b>	<b>\$ -</b>	<b>\$ 128,000</b>	<b>0.00%</b>
Truck for Operations Control Sys Specialist	\$ 25,000	\$ -	\$ 25,000	0.00%
WWTP Aeration Blowers	17,159	17,159	-	100.00%
<b>Electrical Maintenance</b>	<b>\$ 42,159</b>	<b>\$ 17,159</b>	<b>\$ 25,000</b>	<b>40.70%</b>
<b>Total Capital Outlay - Identified</b>	<b>\$ 1,195,659</b>	<b>\$ 43,204</b>	<b>\$ 1,152,455</b>	<b>3.61%</b>
<b>Unexpected Capital Outlay</b>				
Cogen#1 Intercooler heat exchanger	\$ 11,651		\$ 11,651	
<b>Total Unexpected Capital Outlay</b>	<b>\$ 11,651</b>	<b>\$ -</b>	<b>\$ 11,651</b>	
<b>Total All Capital Outlay</b>	<b>\$ 1,207,310</b>	<b>\$ 43,204</b>	<b>\$ 1,164,106</b>	

(1) Cost for software support needs to be moved to Div 42 operating budget

# Capital Project Expense Summary Report

Dublin San Ramon Services District

September, 2014

Fund #		Budget	Year-to-date Expenditures	Balance	Prct Used
210	Local Sewer Replacement	786,000.00	66,971.38	719,028.62	8.52%
220	Local Sewer Expansion	101,000.00	6,660.93	94,339.07	6.59%
310	Regional Sewer Replacement	3,666,000.00	272,415.35	3,393,584.65	7.43%
320	Regional Sewer Expansion	865,000.00	23,314.84	841,685.16	2.70%
610	Water Replacement	4,062,500.00	235,681.87	3,826,818.13	5.80%
620	Water Expansion	3,003,500.00	70,147.48	2,933,352.52	2.34%
Grand Total		<u>12,484,000.00</u>	<u>675,191.85</u>	<u>11,808,808.15</u>	<u>5.41%</u>

**Financing Administration Agreement Calculations**  
**September, 2014**

**Bond Target Level Calculation**

		Max Annual Debt
LAVWMA 2011 Refunding Bonds (Expansion Portion)		
highest fiscal year debt service (2024)	\$	4,332,552
DSRSD Expansion Amount Outstanding	\$48,866,096	
Bank of America Refunding Bond		\$ 2,300,289
Expansion Amount Outstanding	\$10,229,315	
BOND TARGET LEVEL (7c) or 2X		\$ 13,265,682
ADMINISTRATIVE TARGET LEVEL (7d) or 5XMADS		\$ 33,164,204
Working Capital in Rate Stabilization/Regional Sewer Expansion Fund		\$ 38,115,977
Number of Years of Maximum Debt Service on Hand (Working Capital/Max Annual Debt)		\$ 6,632,841 5.75
Capacity Fee Revenue this Fiscal Year		\$ 2,909,304
Debt Service for FY 14/15		\$ 6,613,538
Capacity fees in excess (deficiency) of this amount		\$ (3,704,234)
Amount in Rate Stabilization Fund in Excess of (below) 5XMADS		\$ 4,951,773

**Dublin San Ramon Services District**  
**D.U.E. Recap**  
**September, 2014**

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**Comparison of Actual DUE's to Budget**

	Budget	Actual	Above (Below)
<b>Sewer</b>			
<i>DSRSD</i>	682	219	(463)
<i>Pleasanton</i>	250	10	(240)
<b>Water</b>	631	109	(522)



**Dublin San Ramon Services District**  
**Treasurer's Report - Portfolio Management Summary**  
**As of : September 30, 2014**

Description	Face Amount	Market Value	Book Value	% of Portfolio	Permitted by Policy	In Compliance	YTM @ Cost
CAMP	5,818.11	5,818.11	5,818.11	0.01%	100%	Yes	0.050%
Certificate of Deposit	4,250,000.00	4,239,294.50	4,250,000.00	4.00%	30%	Yes	0.724%
Corporate Bonds	17,500,000.00	17,915,648.50	17,845,374.93	16.48%	30%	Yes	1.503%
Federal Agency Callables	52,880,000.00	52,516,792.30	52,886,027.10	49.81%	100%	Yes	1.044%
LAIF - Operating	31,521,965.13	31,521,965.13	31,521,965.13	29.69%	\$50 million	Yes	0.260%
<b>Total Investments</b>	<b>\$ 106,157,783.24</b>	<b>\$ 106,199,518.54</b>	<b>\$ 106,509,185.27</b>	<b>100.00%</b>			<b>0.874%</b>
Bank of America	12,861,978.48	12,861,978.48	12,861,978.48				
<b>Total Cash &amp; Investments</b>	<b>\$ 119,019,761.72</b>	<b>\$ 119,061,497.02</b>	<b>\$ 119,371,163.75</b>				<b>0.874%</b>

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy of Dublin San Ramon Services District.

The investment program herein shown provides sufficient cash flow liquidity to meet the next six month's expenses.

Market values for Certificates of Deposit and Federal Agency Callables were provided by Wells Fargo Institutional Securities, LLC.

  
 John Archer, Interim Financial Services Manager

10/7/14  
 Date

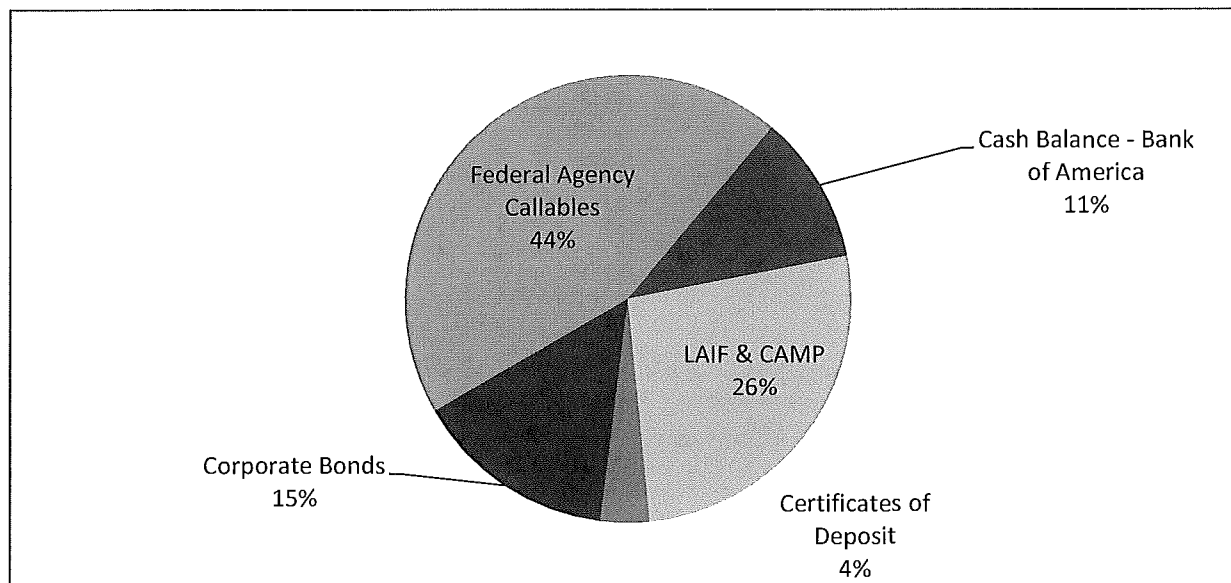
**For comparison - prior month summary as of: 8/31/2014**

Description	Face Amount	Market Value	Book Value	% of Portfolio	Permitted by Policy	In Compliance	YTM @ Cost
CAMP	5,817.87	5,817.87	5,817.87	0.01%	100%	Yes	0.060%
Certificate of Deposit	4,250,000.00	4,246,919.00	4,250,000.00	4.00%	30%	Yes	0.771%
Corporate Bonds	17,500,000.00	17,949,886.00	17,847,331.76	16.48%	30%	Yes	1.503%
Federal Agency Callables	52,880,000.00	52,629,212.98	52,886,228.68	49.81%	100%	Yes	1.044%
LAIF - Operating	31,521,965.13	31,521,965.13	31,521,965.13	29.69%	\$50 million	Yes	0.260%
<b>Total Investments</b>	<b>\$ 106,157,783.00</b>	<b>\$ 106,353,800.98</b>	<b>\$ 106,511,343.44</b>	<b>100.00%</b>			<b>0.876%</b>
Bank of America	11,940,728.20	11,940,728.20	11,940,728.20				
<b>Total Cash &amp; Investments</b>	<b>\$ 118,098,511.20</b>	<b>\$ 118,294,529.18</b>	<b>\$ 118,452,071.64</b>				<b>0.876%</b>

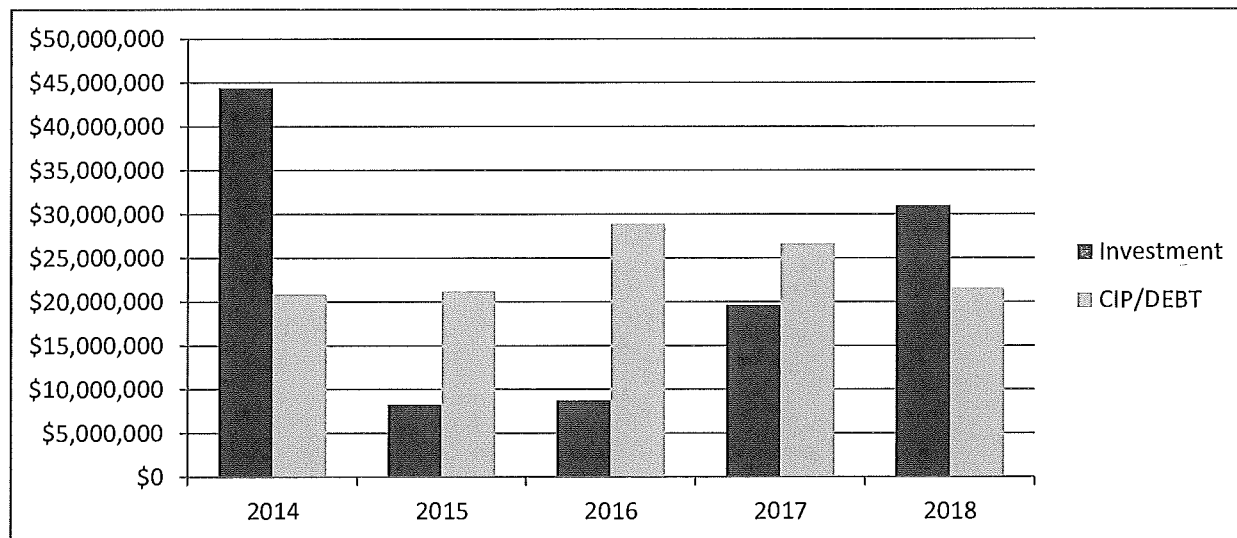
**Investment Review for :  
Summary of Current Investments**

**September 30, 2014**

	Face Amount	% of Portfolio	Avg Maturity (in Years)	Avg Yield
Cash Balance - Bank of America	\$ 12,861,978.48	11%		
LAIF & CAMP	31,527,783.24	26%		0.260%
Certificates of Deposit	4,250,000.00	4%	1.7	0.724%
Corporate Bonds	17,500,000.00	15%	2.0	1.503%
Federal Agency Callables	52,880,000.00	44%	3.5	1.044%
	<u>\$ 119,019,761.72</u>			



**Investment / Cash needs next 5 years**



FYE	Investment	CIP/DEBT
2014	\$ 44,389,761.72	\$ 20,878,585.29
2015	8,250,000.00	\$ 21,175,684.29
2016	8,750,000.00	\$ 28,908,068.29
2017	19,630,000.00	\$ 26,589,591.29
2018	31,000,000.00	\$ 21,567,191.29
	<u>\$ 112,019,761.72</u>	<u>\$ 119,119,120.45</u>
Long Term Maturity	7,000,000.00	
	<u>\$ 119,019,761.72</u>	

Dublin San Ramon Services District  
Treasurer's Report - Portfolio Management Detail  
As of 09/30/14

Description	CUSIP/Ticker	Settlement Date	Face Amount	Market Value	Book Value	Coupon Rate	YTM @ Cost	Next Call Date	DTC/M	DTM	Maturity Date	Accrued Interest
<b>CAMP</b>												
CAMP LGIP	LGIP6300	6/30/2011	5,818.11	5,818.11	5,818.11	0.050%	0.050%	N/A	1	1	N/A	N/A
<b>Sub Total / Average</b>			<b>\$ 5,818.11</b>	<b>\$ 5,818.11</b>	<b>\$ 5,818.11</b>	<b>0.050%</b>	<b>0.050%</b>		<b>1</b>	<b>1</b>		<b>-</b>
<b>Certificate of Deposit</b>												
Ally Bank 0.9 3/2/2015	02005QZE6	3/1/2012	250,000.00	250,862.00	250,000.00	0.900%	0.900%		153	153	3/2/2015	178.77
GE Cap Retail Bk 0.8 9/28/2015	36157PRM3	9/27/2013	250,000.00	250,372.00	250,000.00	0.800%	0.800%		363	363	9/28/2015	16.44
SAFRA NB 0.5 9/30/2015	78658QFS7	9/30/2014	250,000.00	249,631.00	250,000.00	0.500%	0.500%		365	365	9/30/2015	-
SYNOVUS Bank 0.5 9/30/2015	87164DFR6	9/30/2014	250,000.00	249,631.00	250,000.00	0.500%	0.500%		365	365	9/30/2015	-
Sterling Svgs Bank 0.5 3/22/2016	8595316H3	3/22/2013	250,000.00	250,254.25	250,000.00	0.500%	0.500%		539	539	3/22/2016	27.40
Comenity Capital 0.7 3/29/2016	20033AGY6	9/29/2014	250,000.00	249,232.00	250,000.00	0.700%	0.700%		546	546	3/29/2016	4.79
Flushing Bank 0.7 3/29/2016	34387AAQ2	9/30/2014	250,000.00	249,269.00	250,000.00	0.700%	0.700%		546	546	3/29/2016	4.79
BMW Bk 0.5 5/16/2016	05580AAB0	5/16/2014	250,000.00	248,872.75	250,000.00	0.500%	0.500%		594	594	5/16/2016	469.18
Customers Bk 0.5 5/31/2016	23204HBF4	5/28/2014	250,000.00	248,817.75	250,000.00	0.500%	0.500%		609	609	5/31/2016	428.08
Oriental Bank 0.5 5/31/2016-14	686184UH3	5/29/2014	250,000.00	248,817.25	250,000.00	0.500%	0.500%	11/29/2014	60	609	5/31/2016	3.42
First Fed S&L 0.5 5/31/2016	32023HAC2	5/30/2014	250,000.00	248,776.25	250,000.00	0.500%	0.500%		609	609	5/31/2016	-
Compass Bnk 0.5 5/31/2016	20451PJX5	5/28/2014	250,000.00	248,776.75	250,000.00	0.500%	0.500%		609	609	5/31/2016	428.08
American Exp Centr 1.15 9/26/2016	02587DTW8	9/26/2013	250,000.00	250,702.00	250,000.00	1.150%	1.150%		727	727	9/26/2016	31.51
Everbank 0.95 11/30/2016	29976DPX2	11/30/2012	250,000.00	249,198.75	250,000.00	0.950%	0.950%		792	792	11/30/2016	800.34
Washington Fed Seattle 0.75 5/30/2017-13	938828AB6	5/30/2013	250,000.00	249,678.25	250,000.00	0.750%	0.750%	10/31/2014	31	973	5/30/2017	10.27
Discover Bank 1.2 3/13/2018	254671LE8	3/13/2013	250,000.00	248,493.25	250,000.00	1.200%	1.200%		1260	1260	3/13/2018	139.73
State Bk of India 1.15 5/14/2018	856283UK0	5/14/2013	250,000.00	247,910.25	250,000.00	1.150%	1.150%		1322	1322	5/14/2018	1,094.86
<b>Sub Total / Average</b>			<b>\$ 4,250,000.00</b>	<b>\$ 4,239,294.50</b>	<b>\$ 4,250,000.00</b>	<b>0.724%</b>	<b>0.724%</b>		<b>558</b>	<b>646</b>		<b>3,637.66</b>
<b>Corporate Bonds</b>												
Toyota Mtr Credit 1 2/17/2015	89233P5Z5	6/4/2012	3,000,000.00	3,007,245.00	3,001,782.27	1.000%	0.880%		140	140	2/17/2015	3,583.33
Commonwealth Bk 1.95 3/16/2015-12	20271RAA8	6/11/2012	2,000,000.00	2,014,736.00	2,001,924.92	1.950%	1.750%		167	167	3/16/2015	1,516.67
Wal-Mart 1.5 10/25/2015	931142CX9	5/21/2012	2,000,000.00	2,023,224.00	2,021,972.52	1.500%	0.757%		390	390	10/25/2015	12,916.67
GE Capital Var. Corp 2/8/2016	36962G5T7	2/8/2012	2,000,000.00	2,016,236.00	2,000,000.00	1.039%	1.034%		496	496	2/8/2016	2,987.11
GE Capital Corp 2.3 4/27/2017	36962G5W0	5/21/2012	3,000,000.00	3,082,488.00	2,994,836.27	2.300%	2.361%		940	940	4/27/2017	29,325.00
Barclays Bank PLC Var. Corp 5/11/2017	06738K4G3	5/11/2012	3,000,000.00	2,998,092.00	3,000,000.00	2.000%	2.000%		954	954	5/11/2017	8,166.67
Gen Elec Co 5.25 12/6/2017	369604BC6	12/17/2012	2,500,000.00	2,773,627.50	2,824,858.95	5.250%	1.396%		1163	1163	12/6/2017	41,562.50
<b>Sub Total / Average</b>			<b>\$ 17,500,000.00</b>	<b>\$ 17,915,648.50</b>	<b>\$ 17,845,374.93</b>	<b>2.171%</b>	<b>1.503%</b>		<b>635</b>	<b>635</b>		<b>100,057.95</b>
<b>Federal Agency Callables</b>												
FHLB 0.55 6/5/2015	313379P78	6/5/2012	3,000,000.00	3,007,296.00	3,000,000.00	0.550%	0.550%		248	248	6/5/2015	5,270.83
FHLMC 0.5 6/27/2016-14	3134G4PX0	12/27/2013	2,000,000.00	1,991,892.00	2,000,000.00	0.500%	0.500%	12/27/2014	88	636	6/27/2016	2,583.33
FHLMC 0.625 9/26/2016-14	3134G4YA0	3/26/2014	2,500,000.00	2,495,887.50	2,500,000.00	0.625%	0.625%		727	727	9/26/2016	173.61
FHLMC 0.75 12/27/2016-14	3134G4NQ7	12/27/2013	2,500,000.00	2,493,882.50	2,500,000.00	0.750%	0.750%	12/27/2014	88	819	12/27/2016	4,843.75
FHLB 0.875 3/10/2017	3133782N0	8/22/2014	4,000,000.00	3,996,916.00	4,004,330.66	0.875%	0.830%		892	892	3/10/2017	1,944.44
FFCB 0.65 3/28/2017	3133ECKC7	5/8/2013	1,380,000.00	1,373,734.80	1,381,696.44	0.650%	0.600%		910	910	3/28/2017	49.83
FHLMC 1 6/27/2017-14	3134G4PB8	12/27/2013	2,500,000.00	2,491,830.00	2,500,000.00	1.000%	1.000%	12/27/2014	88	1001	6/27/2017	6,458.33
FNMA Step 9/27/2017-13	3134G0C74	9/27/2012	3,000,000.00	3,004,161.00	3,000,000.00	1.000%	1.119%	9/27/2015	362	1093	9/27/2017	250.00
FNMA Step 12/19/2017-13	3136G14A4	12/19/2012	5,000,000.00	4,982,160.00	5,000,000.00	0.625%	1.043%	12/19/2014	80	1176	12/19/2017	8,767.36
FNMA Step 1/30/2018-13	3136G1BD0	1/30/2013	5,000,000.00	4,960,855.00	5,000,000.00	0.750%	1.045%	10/30/2014	30	1218	1/30/2018	6,250.00
FFCB 1.08 2/26/2018-14	3133ECGC2	2/26/2013	5,000,000.00	4,959,440.00	5,000,000.00	1.080%	1.080%		1245	1245	2/26/2018	5,100.00
FHLMC 1.2 6/12/2018-13	3134G46D5	6/12/2013	5,000,000.00	4,950,095.00	5,000,000.00	1.200%	1.200%	12/12/2014	73	1351	6/12/2018	18,000.00
FHLB 1 6/28/2018-13	313381HD0	12/28/2012	5,000,000.00	4,898,610.00	5,000,000.00	1.000%	1.000%		1367	1367	6/28/2018	12,777.78
FNMA 1.875 4/30/2019-14	3136G1ZY8	4/30/2014	2,000,000.00	1,998,770.00	2,000,000.00	1.875%	1.875%	10/30/2014	30	1673	4/30/2019	15,625.00
FHLMC 1.5 4/30/2020-15	3134G42U1	5/1/2013	2,500,000.00	2,420,880.00	2,500,000.00	1.500%	1.500%	4/30/2015	212	2039	4/30/2020	15,625.00
FHLB Step 5/22/2020-13	313382YF4	5/22/2013	2,500,000.00	2,490,382.50	2,500,000.00	0.700%	1.910%	11/22/2014	53	2061	5/22/2020	2,638.89
<b>Sub Total / Average</b>			<b>\$ 52,880,000.00</b>	<b>\$ 52,516,792.30</b>	<b>\$ 52,886,027.10</b>	<b>0.932%</b>	<b>1.044%</b>		<b>450</b>	<b>1170</b>		<b>106,358.15</b>
<b>LAIF - Operating</b>												
LAIF LGIP	LGIP1001	6/30/2011	31,521,965.13	31,521,965.13	31,521,965.13	0.228%	0.228%	N/A	1	1	N/A	N/A
<b>Sub Total / Average</b>			<b>\$ 31,521,965.13</b>	<b>\$ 31,521,965.13</b>	<b>\$ 31,521,965.13</b>	<b>0.228%</b>	<b>0.228%</b>		<b>1</b>	<b>1</b>		<b>-</b>
<b>Total / Average</b>			<b>\$ 106,157,783.24</b>	<b>\$ 106,199,518.54</b>	<b>\$ 106,509,185.27</b>	<b>0.923%</b>	<b>0.873%</b>		<b>351</b>	<b>714</b>		<b>210,893.06</b>

	200 Local Sewer Operations	205 Local Rate Stabilization (RSF)	210 Local Sewer Replacement	220 Local Sewer Expansion	Total
<b>BALANCE SHEETS</b>					
CASH & INVESTMENTS	813,866	576,081	9,909,644	5,519,821	16,819,413
RECEIVABLES	412,808	703	11,848	6,546	431,904
OTHER	0	0	0	6,013	6,013
<b>CURRENT ASSETS</b>	<b>1,226,674</b>	<b>576,784</b>	<b>9,921,491</b>	<b>5,532,380</b>	<b>17,257,330</b>
FIXED ASSETS	31,688,253	0	398,230	12,928	32,099,411
LONG-TERM ASSETS	0	0	0	8,294	8,294
<b>TOTAL ASSETS</b>	<b>32,914,927</b>	<b>576,784</b>	<b>10,319,721</b>	<b>5,553,603</b>	<b>49,365,035</b>
ACCOUNTS PAYABLE	5,489	0	0	346	5,835
DEPOSITS	7,114	0	4,331	0	11,445
OTHER CURRENT LIABILITIES	61,318	0	0	8,022	69,340
<b>CURRENT LIABILITIES</b>	<b>73,921</b>	<b>0</b>	<b>4,331</b>	<b>8,368</b>	<b>86,620</b>
DEFERRED REVENUE	0	0	0	405,794	405,794
<b>LONG-TERM LIABILITIES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>405,794</b>	<b>405,794</b>
RETAINED EARNINGS	32,841,006	576,784	10,315,390	5,139,441	48,872,621
<b>TOTAL LIABILITIES &amp; RETAINED EARNINGS</b>	<b>32,914,927</b>	<b>576,784</b>	<b>10,319,721</b>	<b>5,553,603</b>	<b>49,365,035</b>

<b>INCOME STATEMENT</b>					
<b>OPERATING REVENUE</b>					
SERVICE CHARGES	435,216	0	0	0	435,216
OTHER OPERATING REVENUE	179	0	0	79,453	79,632
<b>TOTAL OPERATING REVENUE</b>	<b>435,395</b>	<b>0</b>	<b>0</b>	<b>79,453</b>	<b>514,848</b>
<b>NON-OPERATING REVENUE</b>					
CONNECTION FEES	0	0	191,934	186,634	378,567
INTEREST	1,192	776	13,314	7,451	22,733
OTHER NON-OPERATING REVENUE	589,380	0	0	0	589,380
<b>TOTAL NON-OPERATING REVENUE</b>	<b>590,572</b>	<b>776</b>	<b>205,248</b>	<b>194,085</b>	<b>990,680</b>
TRANSFERS IN	0	0	71,750	0	71,750
<b>TOTAL RECEIPTS</b>	<b>1,025,967</b>	<b>776</b>	<b>276,998</b>	<b>273,538</b>	<b>1,577,278</b>
<b>DISBURSEMENTS</b>					
OPERATING EXPENSES	439,222	0	271	110,053	549,547
CAPITAL PROJECTS	0	0	66,971	6,661	73,632
TRANSFER OUT	71,750	0	0	0	71,750
<b>TOTAL DISBURSEMENTS</b>	<b>510,972</b>	<b>0</b>	<b>67,242</b>	<b>116,714</b>	<b>694,929</b>
<b>NET INCOME (LOSS)</b>	<b>514,995</b>	<b>776</b>	<b>209,755</b>	<b>156,824</b>	<b>882,349</b>

EXPENSE BUDGET FOR FY 2015	2,236,537				
WORKING CAPITAL TARGET FOR FY 2015	745,512				
WORKING CAPITAL TARGET (in months)	4.00				
WORKING CAPITAL	1,152,753	576,784	9,917,161	5,524,013	17,170,710
WORKING CAPITAL ON HAND	6.19				
(in months) WC / (ExpBudget / 12)					
CURRENT EXCESS (DEFICIENCY)	407,241				
Working Capital - Working Capital Target					

	300 Regional Sewer Operations	305 Regional Rate Stabilization (RSF)	310 Regional Sewer Replacement	320 Regional Sewer Expansion	Total
<b>BALANCE SHEETS</b>					
CASH & INVESTMENTS	6,517,929	6,230,575	12,954,099	34,710,280	60,412,884
RECEIVABLES	1,958,413	7,599	19,552	387,941	2,373,504
OTHER	1,472,386	0	0	3,527,191	4,999,577
<b>CURRENT ASSETS</b>	<b>9,948,728</b>	<b>6,238,174</b>	<b>12,973,651</b>	<b>38,625,412</b>	<b>67,785,965</b>
FIXED ASSETS	98,169,692	0	10,698,290	32,397,174	141,265,156
LONG-TERM ASSETS	0	0	34,634	807,148	841,782
<b>TOTAL ASSETS</b>	<b>108,118,420</b>	<b>6,238,174</b>	<b>23,706,574</b>	<b>71,829,734</b>	<b>209,892,902</b>
ACCOUNTS PAYABLE	335,266	0	0	0	335,266
DEPOSITS	55,363	0	0	1,326	56,689
OTHER CURRENT LIABILITIES	1,060,451	0	4,727	508,109	1,573,287
<b>CURRENT LIABILITIES</b>	<b>1,451,080</b>	<b>0</b>	<b>4,727</b>	<b>509,435</b>	<b>1,965,241</b>
BONDS PAYABLE	7,321,871	0	0	42,738,970	50,060,842
ACCRUED EXPENSES/OTHER	690,000	0	0	0	690,000
DEFERRED REVENUE	0	0	34,634	676,716	711,350
<b>LONG-TERM LIABILITIES</b>	<b>8,011,871</b>	<b>0</b>	<b>34,634</b>	<b>43,415,687</b>	<b>51,462,192</b>
RETAINED EARNINGS	98,655,470	6,238,174	23,667,213	27,904,612	156,465,469
<b>TOTAL LIABILITIES &amp; RETAINED EARNINGS</b>	<b>108,118,420</b>	<b>6,238,174</b>	<b>23,706,574</b>	<b>71,829,734</b>	<b>209,892,902</b>
<b>INCOME STATEMENT</b>					
<b>OPERATING REVENUE</b>					
SERVICE CHARGES	2,756,939	0	0	0	2,756,939
OTHER OPERATING REVENUE	154,030	0	0	10,766	164,795
<b>TOTAL OPERATING REVENUE</b>	<b>2,910,968</b>	<b>0</b>	<b>0</b>	<b>10,766</b>	<b>2,921,734</b>
<b>NON-OPERATING REVENUE</b>					
CONNECTION FEES	0	0	441,194	2,909,304	3,350,498
INTEREST	8,611	8,388	17,211	47,513	81,723
OTHER NON-OPERATING REVENUE	0	0	0	0	0
<b>TOTAL NON-OPERATING REVENUE</b>	<b>8,611</b>	<b>8,388</b>	<b>458,405</b>	<b>2,956,817</b>	<b>3,432,221</b>
TRANSFERS IN	0	0	643,614	0	643,614
<b>TOTAL RECEIPTS</b>	<b>2,919,580</b>	<b>8,388</b>	<b>1,102,019</b>	<b>2,967,583</b>	<b>6,997,569</b>
<b>DISBURSEMENTS</b>					
OPERATING EXPENSES	4,173,178	0	18,343	1,670,161	5,861,682
CAPITAL PROJECTS	0	0	272,415	23,315	295,730
TRANSFER OUT	643,614	0	0	0	643,614
<b>TOTAL DISBURSEMENTS</b>	<b>4,816,792</b>	<b>0</b>	<b>290,758</b>	<b>1,693,476</b>	<b>6,801,026</b>
<b>NET INCOME (LOSS)</b>	<b>(1,897,213)</b>	<b>8,388</b>	<b>811,261</b>	<b>1,274,107</b>	<b>196,543</b>
<b>EXPENSE BUDGET FOR FY 2015</b>	<b>16,595,241</b>				
<b>WORKING CAPITAL TARGET FOR FY 2015</b>	<b>5,531,747</b>				
<b>WORKING CAPITAL TARGET (in months)</b>	<b>4.00</b>				
<b>WORKING CAPITAL</b>	<b>8,497,649</b>	<b>6,238,174</b>	<b>12,968,923</b>	<b>38,115,977</b>	<b>65,820,723</b>
<b>WORKING CAPITAL ON HAND</b>	<b>6.14</b>				
(in months) WC / ( ExpBudget / 12)					
<b>CURRENT EXCESS (DEFICIENCY)</b>	<b>2,965,902</b>				
Working Capital - Working Capital Target					

	600 Water Operations	605 Water Rate Stabilization (RSF)	610 Water Replacement	620 Water Expansion	Total
<b>BALANCE SHEETS</b>					
CASH & INVESTMENTS	13,550,573	6,560,137	9,046,273	14,340,116	43,497,098
RECEIVABLES	972,420	107,065	10,120	21,034	1,110,639
OTHER	0	0	0	0	0
<b>CURRENT ASSETS</b>	<b>14,522,993</b>	<b>6,667,202</b>	<b>9,056,393</b>	<b>14,361,150</b>	<b>44,607,737</b>
FIXED ASSETS	120,628,795	0	2,740,399	23,074,651	146,443,846
LONG-TERM ASSETS	0	0	0	2	2
<b>TOTAL ASSETS</b>	<b>135,151,788</b>	<b>6,667,202</b>	<b>11,796,792</b>	<b>37,435,804</b>	<b>191,051,585</b>
ACCOUNTS PAYABLE	167,135	0	0	7,799	174,934
DEPOSITS	443,972	0	0	0	443,972
OTHER CURRENT LIABILITIES	1,856,130	0	4,403	1,019,065	2,879,598
<b>CURRENT LIABILITIES</b>	<b>2,467,237</b>	<b>0</b>	<b>4,403</b>	<b>1,026,864</b>	<b>3,498,503</b>
BONDS PAYABLE	0	0	0	34,882,750	34,882,750
ACCRUED EXPENSES/OTHER	0	0	0	264,138	264,138
DEFERRED REVENUE	0	0	0	6,178,283	6,178,283
<b>LONG-TERM LIABILITIES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>41,325,171</b>	<b>41,325,171</b>
RETAINED EARNINGS	132,684,551	6,667,202	11,792,390	(4,916,231)	146,227,911
<b>TOTAL LIABILITIES &amp; RETAINED EARNINGS</b>	<b>135,151,788</b>	<b>6,667,202</b>	<b>11,796,792</b>	<b>37,435,804</b>	<b>191,051,585</b>
<b>INCOME STATEMENT</b>					
<b>OPERATING REVENUE</b>					
SERVICE CHARGES	3,081,201	0	0	0	3,081,201
OTHER OPERATING REVENUE	99,133	20,406	969	299,192	419,699
<b>TOTAL OPERATING REVENUE</b>	<b>3,180,334</b>	<b>20,406</b>	<b>969</b>	<b>299,192</b>	<b>3,500,900</b>
<b>NON-OPERATING REVENUE</b>					
CONNECTION FEES	0	0	361,029	1,011,703	1,372,732
INTEREST	17,660	8,168	11,819	19,841	57,488
OTHER NON-OPERATING REVENUE	454,100	100,000	0	0	554,100
<b>TOTAL NON-OPERATING REVENUE</b>	<b>471,760</b>	<b>108,168</b>	<b>372,848</b>	<b>1,031,544</b>	<b>1,984,320</b>
TRANSFERS IN	0	0	625,251	168,750	794,001
<b>TOTAL RECEIPTS</b>	<b>3,652,094</b>	<b>128,574</b>	<b>999,068</b>	<b>1,499,486</b>	<b>6,279,221</b>
<b>DISBURSEMENTS</b>					
OPERATING EXPENSES	3,959,779	1,398	46,037	1,028,332	5,035,545
CAPITAL PROJECTS	0	0	235,682	70,147	305,829
TRANSFER OUT	794,001	0	0	0	794,001
<b>TOTAL DISBURSEMENTS</b>	<b>4,753,780</b>	<b>1,398</b>	<b>281,719</b>	<b>1,098,479</b>	<b>6,135,376</b>
<b>NET INCOME (LOSS)</b>	<b>(1,101,686)</b>	<b>127,176</b>	<b>717,349</b>	<b>401,007</b>	<b>143,846</b>
EXPENSE BUDGET FOR FY 2015	19,877,050				
WORKING CAPITAL TARGET FOR FY 2015	6,625,683				
WORKING CAPITAL TARGET (in months)	4.00				
WORKING CAPITAL	12,055,756	6,667,202	9,051,990	13,334,286	41,109,234
WORKING CAPITAL ON HAND (in months) WC / (ExpBudget / 12)	7.28				
CURRENT EXCESS (DEFICIENCY) <i>Working Capital - Working Capital Target</i>	5,430,072				

	900 Administrative Overhead	965 OPEB	995 DV Standby Assessment		Total
<div>BALANCE SHEETS</div>					
CASH & INVESTMENTS	(1,258,302)	249,941	893,442	0	(114,919)
RECEIVABLES	242,222	223	358,252	0	600,696
OTHER	1,405,791	0	0	0	1,405,791
CURRENT ASSETS	389,711	250,164	1,251,694	0	1,891,569
LONG-TERM ASSETS	125,413	12,134,452	0	0	12,259,864
TOTAL ASSETS	515,124	12,384,616	1,251,694	0	14,151,433
ACCOUNTS PAYABLE	88,275	57,539	0	0	145,814
OTHER CURRENT LIABILITIES	426,849	178,457	0	0	605,306
CURRENT LIABILITIES	515,124	235,996	0	0	751,119
RETAINED EARNINGS	0	12,148,620	1,251,694	0	13,400,314
TOTAL LIABILITIES & RETAINED EARNINGS	515,124	12,384,616	1,251,694	0	14,151,433
<div>INCOME STATEMENT</div>					
OPERATING REVENUE					
OTHER OPERATING REVENUE	341,430	0	357,303	0	698,732
TOTAL OPERATING REVENUE	341,430	0	357,303	0	698,732
NON-OPERATING REVENUE					
INTEREST	0	327	1,203	0	1,529
OTHER NON-OPERATING REVENUE	0	0	0	0	0
TOTAL NON-OPERATING REVENUE	0	327	1,203	0	1,529
TRANSFERS IN	0	0	0	0	0
TOTAL RECEIPTS	341,430	327	358,506	0	700,262
DISBURSEMENTS					
OPERATING EXPENSES	341,430	203,594	218	0	545,241
CAPITAL PROJECTS	0	0	0	0	0
TRANSFER OUT	0	0	0	0	0
TOTAL DISBURSEMENTS	341,430	203,594	218	0	545,241
NET INCOME (LOSS)	0	(203,267)	358,288	0	155,021
EXPENSE BUDGET FOR FY 20150					
WORKING CAPITAL TARGET FOR FY 20150					
WORKING CAPITAL TARGET (in months)0.00					
WORKING CAPITAL	(125,413)	14,169	1,251,694	0	1,140,450
WORKING CAPITAL ON HAND	0.00				
(in months) WC / ( ExpBudget / 12)					
CURRENT EXCESS (DEFICIENCY)	(125,413)				
Working Capital - Working Capital Target					

## September Budget Variance Report

Categories are flagged if Actual Expense % > Target Expense %  
(Target Expense % = (Period/12)\*100 + Tolerance %)

Expected Expense: 25.00%  
Tolerance Level: 4.00%

Target Expense: 29.00%

Accounting Period: 3  
Accounting Year: 2015

**Division: 10. Legislative**

	<u>2015</u>	<u>YTD</u>	<u>MTD</u>	<u>% of YTD</u>	<u>Flag</u>
	<u>Adjusted Budget</u>	<u>Expenditure</u>	<u>Expenditure</u>	<u>to Budget</u>	
Employee Memberships & Certifications	0.00	0.00	0.00	- %	
Medical	36,647.28	4,572.00	1,524.00	12.48%	
Other Benefits	9,817.99	2,001.69	667.13	20.39%	
Retirement	4,126.92	425.62	153.04	10.31%	
Salaries	56,160.00	5,694.00	2,044.00	10.14%	
Salary / Benefit Credit	0.00	0.00	0.00	- %	
Training Costs	20,000.00	715.08	215.08	3.58%	
<b>1. Personnel</b>	<b>126,752.19</b>	<b>13,408.39</b>	<b>4,603.25</b>	<b>10.58%</b>	
Office Supplies	4,800.00	389.22	293.19	8.11%	
<b>2. Materials and Supplies</b>	<b>4,800.00</b>	<b>389.22</b>	<b>293.19</b>	<b>8.11%</b>	
Advertising	0.00	0.00	0.00	- %	
Other Services	101,500.00	1,320.00	600.00	1.30%	
Professional Services	33,000.00	0.00	0.00	- %	
Telephone Service	0.00	0.00	0.00	- %	
<b>3. Contract Services</b>	<b>134,500.00</b>	<b>1,320.00</b>	<b>600.00</b>	<b>0.98%</b>	
Meetings	700.00	358.81	0.00	51.26%	FLAG
Permits, Licenses & District Mbrshps	0.00	0.00	0.00	- %	
Subscriptions & Publications	0.00	0.00	0.00	- %	
<b>4. Other</b>	<b>700.00</b>	<b>358.81</b>	<b>0.00</b>	<b>51.26%</b>	<b>FLAG</b>
<b>10. Legislative Total</b>	<b>266,752.19</b>	<b>15,476.42</b>	<b>5,496.44</b>	<b>5.80%</b>	





Reference General Manager	Type of Action Accept Report	Board Meeting of October 21, 2014
Subject Upcoming Board Calendar		
<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
<input checked="" type="checkbox"/> Staff	B. Michalczyk	<input type="checkbox"/> Board Member

## **Recommendation:**

The General Manager recommends that the Board of Directors accept, by Motion, the attached upcoming Board calendar.

## **Summary:**

The attached Board calendar presents items anticipated by staff to be presented to the Board at the next two Board meetings. This report represents the most current information available to staff as of the preparation of this agenda. Items that are listed may be deferred or eliminated for various reasons including but not limited to staff work not being fully complete, the need for further management, Committee and/or legal review, needed material or information not being received by the District in a timely fashion, etc. Furthermore, matters not listed may be placed on the Board agenda.

This report should be used only as a general guide of what business the District Board will be considering in the near future. The District Secretary should be contacted to confirm the contents of specific agendas. Agendas will be finalized in accordance with the requirements of the Brown Act (generally 72 hours for regular meetings and 24 hours for special meetings).

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR BLM	DEPARTMENT Executive	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. Upcoming Board Calendar 2. 3.			

# TENTATIVE BOARD ITEMS

10/16/2014 2:29:32 PM

Board Mtg	Agenda Item	Water	WWC	Finance	Personnel	Ext. Aff.
11/4/2014	CIP 15-R009 Recycled Water Expansion Phase 1 Distribution to Western Dublin and Alameda County Facilities - Adopt CEQA Addendum to EIR (? This Title May Change!)					
	Drought Related Customer Issues and Concerns					
	Consider Appeal by {name} of Staff Denial of an Exemption to Water Use Limitations					
	Consider Appeal by {name} of Staff Denial of a Waiver of Enforcement Action Related to Violation of Water Use Limitations					
	Approve Agreement with ____ for Design of Recycled Water Expansion Phase 1 - Distribution to West Dublin and Alameda County Facilities (CIP 15-R009)					
	Policy - Water Supply					
	Approve Master Consulting Services Agreement with Brown & Caldwell					
	Approve Easement Agreement for Recycled Water Service to Alameda County					
	Approve Construction Agreement with McGuire & Hester for Water Distribution to Alameda County Facilities					
	Accept Water Supply and Demand and Drought Response Action Plan Status Reports and Find that the Need for the Community Drought Emergency Still Exists					
	Closed Session - Public Employee Performance Evaluation Pursuant to Government Code Section 54957 Title:Treasurer & District Secretary				11/11/2014	
11/18/2014	Regular and Recurring Reports					
	DSRSD Financing Corporation Meeting					
	Approve Reimbursement Agreement with City of Dublin for the Dougherty Road Widening Project					
	Resolution to Reallocate City of Dublin Excess Sewer Capacity Rights					
	6th Supplemental Agreement with City of Pleasanton					

Board Mtg	Agenda Item	Water	WWC	Finance	Personnel	Ext. Aff.
11/18/2014						
	Policy - Revise Financial Reserves Policy					
	Consider Appeal by {name} of Staff Denial of a Waiver of Enforcement Action Related to Violation of Water Use Limitations					
	Consider Appeal by {name} of Staff Denial of an Exemption to Water Use Limitations					
	Drought Related Customer Issues and Concerns					
	Closed Session: Direction for Negotiation of Real Property (Neuron)					
	Annual Rate Stabilization Fund Transfer Calculation			11/10/2014		



Reference General Manager	Type of Action Provide Direction	Board Meeting of October 21, 2014
Subject Discuss Drought Management Program		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input checked="" type="checkbox"/> Other
REPORT:	<input checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	B. Michalczyk
		<input type="checkbox"/> Board Member

## Recommendation:

The General Manager recommends the Board of Directors receive comments from the public related to the District's Drought Management Program, discuss those as appropriate and, by Consensus, provide appropriate direction to staff and/or Board Committees for follow-up.

## Summary:

On May 5, 2014 the Board took various actions (collectively the "Drought Management Program") in response to the drought including the following:

- Declared a Community Drought Emergency;
- Established Water Use Curtailment Goals;
- Adopted Water Use Limitations;
- Adopted Penalties and Enforcement Provisions (subsequently amended on August 5, 2014);
- Adopted Water Shortage Rate Stage 3;
- Approved a Wise Water User Credit;
- Approved an Enhanced Rebate Program;
- Endorsed a Drought Response Action Plan; and
- Approved a Budget Amendment related to Drought Management Activities.

The various aspects of the Drought Management Program affect all customers of the District in various ways. To be as open and transparent as possible, the Board wishes to allow the public an opportunity to address the Board on the various aspects of the Drought Management Program in a manner that can lead to a productive outcome. The public may always address the Board under the "Public Comment" portion of the Board agenda. However, for public comment made at that time, the Board is precluded from having substantive discussions in response to the public comment received. This agenda item allows the Board to engage in a substantive discussion of issues that may be raised by the public and also to provide staff or a Board Committee with appropriate direction related to the Drought Management Program in a timely fashion.

This item will be a standing item on the Board agenda throughout the duration of the Community Drought Emergency which is currently scheduled to expire on December 31, 2014.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR BLM	DEPARTMENT Executive	REVIEWED BY
<b>ATTACHMENTS</b> <input checked="" type="checkbox"/> None						
<input type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. 2. 3.			



Reference Operations Manager	Type of Action Consider Appeal	Board Meeting of October 21, 2014
Subject Consider Appeal by Magdaline Anyafulu of Staff Denial of a Waiver of Enforcement Action Related to Violation of Water Use Limitations		
<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input checked="" type="checkbox"/> Presentation
<input checked="" type="checkbox"/> Staff	D. Gallagher	<input type="checkbox"/> Board Member

## Recommendation:

The Operations Manager recommends the Board of Directors, by Motion, either uphold or deny Magdaline Anyafulu's appeal of a staff level denial of enforcement action that was levied against the customer due to their alleged violation of the District's water use limitations.

## Summary:

On May 5, 2014 the Board of Directors adopted Ordinance No. 333 establishing water use limitations due to the Community Drought Emergency. Also on May 5, 2014 the Board of Directors adopted Ordinance No. 334 establishing enforcement procedures and penalties for violations of water use limitations. Ordinance No. 334 establishes a procedure whereby a customer can submit a request for a waiver of a violation of a water use limitation, which must be either approved or denied by District staff. Ordinance No. 334 was subsequently amended by Ordinance No. 335, which was adopted by the Board of Directors on August 5, 2014.

On July 18, 2014 District customer Magdaline Anyafulu submitted a request for a waiver of enforcement action after the customer was cited for a violation of one or more of the water use limitations described in Ordinance No. 333. On September 17, 2014 District staff denied the customer's request for a waiver and notified the customer. A copy of the completed waiver request form is included as Attachment 1, including the stated reason for the denial.

On September 19, 2014 the customer submitted an appeal of District staff's decision. A copy of the customer's appeal form is included as Attachment 2.

The Board should consider this appeal using the following procedure:

- Accept a presentation from staff, including an explanation of why the customer's request for a waiver of the enforcement action was denied;
- Accept testimony from the affected customer;
- Accept any comments from the general public;
- Deliberate; and
- By Motion, decide to uphold the appeal (i.e. grant the waiver) or to deny the appeal.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR S. Delight	DEPARTMENT Operations	REVIEWED BY Dan Gallagher
ATTACHMENTS <input type="checkbox"/> None						
<input type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. Waiver request and attachments 2. Appeal form and attachments 3.			

**Dublin San Ramon Services District***Water, wastewater, recycled water***WATER USE ENFORCEMENT: APPLICATION FOR WAIVER OF VIOLATION**

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the box which applies to the violation that you were cited for (Please note applicants must submit one form for each enforcement action that they were cited for).
3. Section 3 – Description of the violation, reason why it happened, justification for why you should be granted a waiver from this enforcement action, and your proposed mitigation.
4. Section 4 – Person applying must sign and date. If penalties and/or cost have been assessed, the application must be accompanied by a check in the full amount specified in the enforcement action. If the waiver is granted, the amount of the penalty will be returned to the applicant.
5. Include copy of "Notice of Water Use Limitation Violation" letter received from DSRSD and photos if applicable or appropriate.
6. Submit to DSRSD Drought Coordinator – Dan Gallagher

Email:  
[Gallagher@dsrsd.com](mailto:Gallagher@dsrsd.com)Fax:  
925-462-0658Mail: 7399 Johnson Drive  
Pleasanton, CA 94588Office:  
925-875-2345**CUSTOMER INFORMATION – SECTION 1**Name: MAGDALENE NTECHI ANYAFULU

Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

Phone Number: 7

Email address: \_\_\_\_\_

**VIOLATION(S) THE APPLICANT WAS CITED FOR – SECTION 2**

- |  |   |
|--|---|
| <input type="checkbox"/> Landscape Irrigation Limitations  | <input type="checkbox"/> Soil Compaction and/or Dust Control              |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes   | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas   | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas     |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks   | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance          |
| <input type="checkbox"/> Vehicle Washing   | <input type="checkbox"/> Street Sweeping                                  |
| <input checked="" type="checkbox"/> Other (Please describe): <u>Exceeded 640 gallons of water per day over the course of a wk equal to 6 billing units</u> |   |

**DESCRIPTION, REASON, JUSTIFICATION, & MITIGATION PROPOSED – SECTION 3**Description of the violation that is the subject of request: Charged with exceeding water usage limit during the drought period.Reason(s) why this violation occurred: Please see attached letter



Specific actions you propose to mitigate or eliminate the cause of the violation: \_\_\_\_\_

**ACCOUNT OWNER — SECTION 4**

The exclusive procedure for consideration of written applications for waivers of the violations of Water Use Limitations to avoid the enforcement actions described herein will be as follows:

(a) A customer may submit a written application for a Waiver of Violation related to water use to the District's Drought Coordinator. The application must be on the District's form and must include the customer name, account number(s), a description of the water use for which the customer was cited, a description of the reason(s) why a Waiver of Violation is requested, and justification for the Waiver of Violation. If penalties and/or costs have been assessed, the application must be accompanied by a deposit in an amount specified in the enforcement action;

(b) The District Drought Coordinator will consider each application for a Waiver of Violation based on the customer's reason(s) for violating a Water Use Limitation and the justification as presented. The Drought Coordinator may grant a one-time waiver of a particular violation if the customer's justification is deemed to be reasonable, and if the customer has mitigated or agrees to immediately mitigate the cause of the violation. If a Waiver of Violation is granted, the deposit furnished by the customer shall be refunded;

(c) A customer may appeal a denial of an application for a Waiver of Violation within ten (10) calendar days by submitting a written appeal to the Board of Directors on the District's form and specify the reasons why the customer disagrees with the Drought Coordinator's denial;

(d) If a Waiver of Violation for a specific type of violation has been previously granted, a further waiver of the same type of violation is not permitted.

*I have read, understand, and agree to the terms and conditions of this application.*

Signature of applicant: \_\_\_\_\_

Date: \_\_\_\_\_

7/18/14

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_

7-21-2014

Received by: \_\_\_\_\_

DAB

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

X

Effective Date: \_\_\_\_\_

09/17/14

Expiration Date: \_\_\_\_\_

Reason for approval/denial

We reviewed your water usage on 8/26, a week after your were asked to correct your leak and come in conformance with our water use limitations. It is apparent that the leak has been corrected, however at that time water usage was still over the allowable 4,480 gallons per week. I decided to wait an additional week before looking again. The next week was under 4,480, but I decided to wait one more week to make sure that the water usage indeed had been reduced. The week beginning 9/7 used a total of 5,521 gallons which is over the limit and out of compliance. We must deny your waiver as you are not in compliance because you continued to use more than 4,480 gallons after fair warning and several chances to correct the usage. If you wish to appeal this ruling to the DSRSD Board you must do so within 10 days, and the appeal form can be found on our website at [www.dsrdsd.com](http://www.dsrdsd.com)

Magdaline Anyafulu

June 27, 2014

Dublin San Ramon Services District  
7051 Dublin Boulevard,  
Dublin, CA 94568-3018

Dear sir/ madam

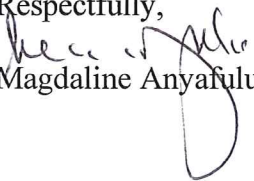
Ref: Account number

I am writing in response to your later of June 25<sup>th</sup>, 2014 notifying me of a \$250 fine. I am deeply troubled by this fine and your practices. I received an earlier warning notice 2 weeks ago and immediately came to your office to voice my concern as I do not understand how we use so much water even at times when nobody is at home or when we are all sleeping. Your staff accessed your Aquahawk system and advised me that based on the high usage times, usually about midnight to 6am, they suspect my irrigation system. I have since made my gardner turn down the water sprinkler system to once a week. My grass and plants are all brown, yet I am being fined for over usage?

At this time I am confounded and deeply upset by this whole thing and I am requesting a thorough investigation of my case and some practical plans in place to prevent this. I am sure we are not running water non-stop in this house and I know that I cannot afford this fine or any other future ones. I was in Hayward with EBMUD for almost 20 years and never had any of the issues I've had with your organization. From your hard water that cost residents thousands yearly by way of water softener installations, to your fines for any little reason including being a day late, one can sense over-reach in your dealings with your clients and it is not right. My last 3 bills have been double what I used to pay and I am yet to know why then you come up with this? Please investigate this as soon as possible and give me an explanation of what is going on and suggestions on how to bring a stop it immediately. Specifically, check your meter.

I thank you for your anticipated cooperation and quick response in this matter.

Respectfully,

  
Magdaline Anyafulu



**\*\*\*NOTICE OF WATER USE LIMITATION VIOLATION\*\*\***

MAGDALINE ANYAFULU

June 25, 2014

**Account Number:**

On May 5, 2014, the Dublin San Ramon Services District Board of Directors adopted Stage 3 Water Shortage rates, water use limitations, enforcements and penalties. Details and specific actions related to the drought are available at [www.dsrsd.com](http://www.dsrsd.com), click on **Drought Watch**. Details on Stage 3 Water Shortage rates can be found on the *Water Rates* web page under the *Your Account* menu.

**The account noted above is in violation of the following water use limitation(s):**

- ☒ Exceeded 640 gallons of water per day over the course of a week, equal to 6 billing units (4,480 gallons) per week
- ☐ Irrigating yard more than twice a week in June-September
- ☐ Irrigating from 9:00 a.m. to 6:00 p.m. Irrigation is permitted only between the hours of 6 pm and 9 am.
- ☐ Irrigating within three days of rain
- ☐ Irrigating resulted in runoff, ponding, flooding, or marshy conditions
- ☐ Continued use of potable water for non-potable purposes where recycled water is available.
- ☐ Washing vehicle, boat, trailer, driveway, sidewalk, walkway, patio, parking lot, tennis court, exterior of building/home or other impervious surface
- ☐ Filling or refilling new swimming pool/spa
- ☐ Other \_\_\_\_\_

**The following enforcement action has been charged to your account:**

- |   |   |
|---|---|
| <input type="checkbox"/> 1st Violation (Formal warning)           | <input type="checkbox"/> 4th Violation (Additional \$1,000 penalty)   |
| <input checked="" type="checkbox"/> 2nd Violation (\$250 penalty) | <input type="checkbox"/> 5th Violation (Reduction in water delivered via flow restrictor or disconnection of water service) |
| <input type="checkbox"/> 3rd Violation (Additional \$500 penalty) |   |

Your account will be reevaluated within the next 10 business days, from the date on this letter for compliance. Repeated violation will result in fines and possible water restriction or disconnection. Penalties will be assessed on your next bill. Applications for exemptions to a prohibited or limited water use are available on the District's Drought Watch webpage listed above.

To help you monitor your personal water use patterns and history, the District has a new customer portal called AquaHawk Alerting. You can access AquaHawk at <https://dsrsd.aquahawk.us/>. You will need your account number (listed above) to register.



# Dublin San Ramon Services District

Water, wastewater, recycled water

## WATER USE LIMITATIONS APPLICATION TO APPEAL A DETERMINATION

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the applicable box and attach a copy of your original completed application, showing that the application was denied along with the reasons given by the Drought Coordinator. (Please note applicants seeking to appeal a decision must submit one form per request to appeal.)
3. Section 3 – Reason or reasons why the customer disagrees with the Drought Coordinator's denial.
4. Section 4 – Person applying must sign and date.
5. Include new photos if applicable (do not duplicate photos that were submitted with the original application).
6. Submit to DSRSD Board of Directors

Email:  
Board@dsrsd.com

Fax:  
925-829-1180

Mail: 7051 Dublin Blvd  
Dublin, CA 94568

Office:  
925-828-0515

### CUSTOMER INFORMATION – SECTION 1

Name: MAGDALENE ANYAFULU

Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

### EXEMPTION APPLICATION THAT WAS DENIED – SECTION 2

- |  |   |
|--|---|
| <input type="checkbox"/> Landscape Irrigation Limitations                              | <input type="checkbox"/> Soil Compaction and/or Dust Control              |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes                       | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas                         | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas     |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks             | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance of       |
| <input type="checkbox"/> Vehicle Washing   | <input type="checkbox"/> Street Sweeping                                  |
| <input checked="" type="checkbox"/> Other (Please describe): <u>Waiver Application</u> |   |

### REASON WHY THE CUSTOMER DISAGREES WITH THE DROUGHT COORDINATOR'S DENIAL – SECTION 3

Describe the reason for disagreeing with the denial:

In my initial petition I asked for an inspection of my residence to find the source of the leakage or any reason why my usage is that as high as it's been. I had a visit from one of your engineers about a month later who

(Continued on back)

opined that the leak was from the irrigation system and advised me to turn it off from the main line outside and we did. We've since moved to watering the grass once a week. My grass is brown on the both side front and back lawns. I take showers every other day and have advised my children to do the same. I was baffled by ~~the~~ <sup>our</sup> mail last week accusing us of going over the limit ~~again~~ so I came in to your office yesterday (9/18/14) only to be told that my application was denied and that I have 10 days to appeal. I am a single mother of 5 working every single day to make ends meet. This is a huge hardship for me and I am ~~still~~

#### ACCOUNT OWNER – SECTION 4

The exclusive procedure for consideration of written applications from customers for exemptions from these Water Use Limitations described herein will be as follows:

(a) A customer may submit a written application for an exemption from a Water Use Limitation to the District's Drought Coordinator. The application must be on the District's form and must include the customer name, account number(s), a description of the limitation from which the customer is seeking an exemption, the reason(s) why the exemption is requested, the justification for the exemption, and the specific actions the customer proposes to take to achieve a functionally equivalent level of water curtailment. If a Notice of Violation has been issued to the customer, the customer must first resolve the violation including the payment of any and all penalties and/or costs before the Drought Coordinator will consider an application for an exemption from a Water Use Limitation;

(b) The District Drought Coordinator will consider each application for a waiver of a Water Use Limitation based on the information provided by the customer in the application. The Drought Coordinator may grant an exemption of a particular Water Use Limitation if the application is deemed reasonable. An exemption shall not be granted if, in the opinion of the Drought Coordinator, doing so would endanger the public health and safety;

(c) A customer may appeal the Drought Coordinator's denial of an application for an exemption from a Water Use Limitation within ten (10) calendar days by submitting a written appeal to the Board of Directors on the District's form and specify the reasons why the customer disagrees with the Drought Coordinator's denial;

(d) If a previous application for an exemption of a Water Use Limitation has been denied, a new application for exemption of the same Water Use Limitation is not permitted and will not be considered.

*I have read, understand, and agree to the terms and conditions of this appeal.*

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

#### BOARD OF DIRECTORS USE ONLY

Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_

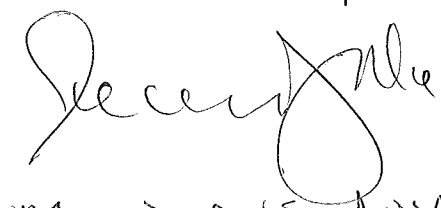
Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Reason for approval/denial: \_\_\_\_\_

I came back home yesterday and walked around my house to re-check and found a leaky running toilet. I did turn off the water supply to that toilet. I'll check my Agnashawle today to see if that is the culprit. We have contacted with a plumber to inspect my water lines and hope to resolve this pesky problem once and for all. I still believe a house-wide inspection by your engineers will work best. I thank you again for your understanding in this matter and await your favorable response.

Sincerely,



MAGDALENE ANYABULU



**Dublin San Ramon  
Services District**

*Water, wastewater, recycled water*

7051 Dublin Boulevard  
Dublin, CA 94568-3018

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

### **CONSENT TO WAIVE PRIVACY PROTECTION FOR WATER ACCOUNT RECORDS – SECTION 5**

I agree that I am a DSRSD customer and I am seeking an exemption from water use limitations. I further acknowledge that the Drought Coordinator previously denied my request for an exemption, and therefore I am appealing the decision of the Drought Coordinator to the DSRSD Board of Directors. I understand that the DSRSD Board of Directors must consider my appeal in an open public meeting.

I understand that the Board of Directors is required by the Ralph M. Brown Act to conduct its deliberations in public, with certain exceptions specifically set forth in the law. The Public Records Act normally prevents most customer records, including water usage data, from being disclosed to the public at large. I also understand that in order for the Board of Directors to be able to discuss and take action on my appeal, it is necessary for the Board to openly discuss my water account information and my water use records. I understand that to allow this I must provide written consent to waive the protections normally afforded to me by the Public Records Act.

My signature below acknowledges my consent to waive the protections afforded to me by the Public Records Act so that the DSRSD Board of Directors can consider my appeal. I understand that once I sign and return this consent form, this matter will be placed on the agenda for the next reasonably available meeting of the Board of Directors for consideration. I further understand that if I do not sign and return this consent form within ten (10) calendar days of submitting my appeal, then the District will make the determination that I do not wish to pursue my appeal and I will be subject to all of the water use limitations described in Ordinance 333.

The portion of the Public Records Act most pertinent to my request is Government Code Section 6254.16. The most pertinent language of Section 6254.16 provides that the name, utility usage data, and the home address of utility customers is normally protected information and can only be made available to the public under special circumstances, unless the customer agrees to waive this protection. DSRSD urges customers to carefully review Government Code Section 6254.16 before signing this letter if the customer is concerned about waiving this protection. I understand that once I waive this protection my appeal will be agendized for discussion by the DSRSD Board of Directors and thereafter my water usage data will be available to anyone and everyone upon request. I further understand that my signing this consent form does not in any way promise that my appeal will be approved in whole or in part, only that my appeal will be duly considered by the DSRSD Board of Directors.

I HEREBY CERTIFY THAT I AM DULY AUTHORIZED TO ACT FOR AND ON BEHALF OF DSRSD WATER SERVICE ACCOUNT NO. \_\_\_\_\_ AND THAT BY SIGNING BELOW, I KNOWINGLY AND VOLUNTARILY WAIVE THE PROTECTIONS AFFORDED BY LAW AS TO WATER USAGE DATA FOR THAT ACCOUNT, WITH THE UNDERSTANDING THAT THE WATER USAGE DATA SHALL BE PUBLICLY AVAILABLE TO ALL.

\_\_\_\_\_  
SIGNATURE DATE 9/19/14

\_\_\_\_\_  
PRINT NAME MAGDALENE ANYAFULU



Reference Board of Directors	Type of Action Exemption Modification	Board Meeting of October 21, 2014
Subject Modify Water Use Limitation Exemption for Valley Christian Center		
<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input checked="" type="checkbox"/> Presentation
	<input type="checkbox"/> Staff	P. Howard
		<input checked="" type="checkbox"/> Board Member

## Recommendation:

It is recommended that the Board discuss its August 19, 2014 exemption to specific water use limitations granted to Valley Christian Center. If it is the Board's pleasure to modify the exemption, it is recommended that the Board, by Motion, terminate operation of the exemption granted on August 19, 2014 and adopt a revised exemption to the Water Use Limitation for Valley Christian Center (VCC).

## Summary:

On August 19, 2014, the Board of Directors heard VCC's appeal of staff's denial of an exemption from the District's Water Use Limitations. Specifically, VCC stated that they were unable to irrigate all of their spray irrigation zones within only two days per week and between the hours of 6:00 PM and 9:00 AM as specified in Ordinance No. 333.

At the August 19 meeting the Board denied an exemption for VCC's account with a 1-inch meter, but the Board approved an exemption for VCC's account with a 2-inch meter to allow VCC to irrigate three days per week, as long as no zone was irrigated more than 2 days a week, and the Board further stipulated that all zone times must be reduced by 50% compared to the table of zone time settings provided by VCC. However, the motion was silent regarding VCC's exemption and the seasonal changes in irrigation limitations described in Ordinance No. 333, which specify that spray irrigation must be reduced to one day per week in October and November, and no irrigation is allowed during December, January, February and March. A full description of the final motion that was accepted for the 2-inch meter is attached, along with the original appeal.

After the Board approved the exemption on August 19, VCC initially increased their water use by about 50% compared to the weeks before the exemption was granted, and as a result staff issued VCC a fine of \$250. However, after meeting weekly with the Drought Coordinator during September, VCC eventually reduced their water use and moved into compliance with the exemption. Staff continued to monitor VCC's water use, and VCC was issued a \$500 fine on October 15 when their water use once again increased to a level about 28% higher than the weeks before the exemption was granted.

At the regular Board meeting held October 7, 2014, the Board requested that Valley Christian Center's exemption be brought before the Board for discussion and possible modification to the exemption currently in place to achieve compliance with the October and beyond seasonal limitations in irrigation as set forth in Ordinance No. 333.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR S. Delight	DEPARTMENT Operations	REVIEWED BY Dan Gallagher
ATTACHMENTS <input type="checkbox"/> None						
<input type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. Appeals Application and approved exemption 2. VCC's water use records since Aug 1, 2014 3. Excerpt of Minutes from Aug 19, 2014 4. VCC Usage History Handout from Aug. 19, 2014			
H:\Board\2014\10-21-14\9C Valley Christian Center\SR - Exemption Modification Valley Christian Center.docx						58 of 165



Dublin San Ramon  
Services District  
Water, wastewater, recycled water

7051 Dublin Boulevard  
Dublin, CA 94568-3018

phone (925) 828-0515  
fax (925) 829-1180  
www.dsrsd.com

AUG 11 '14 AM 11:52

## WATER USE ENFORCEMENT: APPLICATION TO APPEAL A DECISION

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the box that applies to the violation that you were cited for and attach a copy of your original completed application showing that the application was denied along with the reasons given by the Drought Coordinator (Please note: applicants seeking to appeal a decision must submit one appeal form for each decision they seek to challenge).
3. Section 3 – Reason or reasons why the customer disagrees with the Drought Coordinator's denial.
4. Section 4 – Person applying must sign and date. If penalties and/or cost have been assessed, the application for a waiver already had to be accompanied by a check in the full amount specified in the enforcement action. If the customer's appeal is granted, the amount of the penalty will be returned to the applicant.
5. Section 5 – Consent to waive privacy protection for water account records. Person applying must sign and date.
6. Include photos if applicable or appropriate (do not duplicate photos that were submitted with the original application for a waiver).
7. Submit to DSRSD Board of Directors

Email:  
Board@dsrsd.com

Fax:  
925-829-1180

Mail: 7051 Dublin Blvd  
Dublin, CA 94568

Office:  
925-828-0515

### CUSTOMER INFORMATION – SECTION 1

Name:

Valley Christian Center

Address:

Account Number:

Zip Code:

Phone Number:

Email address:

### WAIVER OF A VIOLATION(S) THAT WAS DENIED – SECTION 2

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Landscape Irrigation Limitations       | <input type="checkbox"/> Soil Compaction and/or Dust Control              |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes           | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas             | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas     |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance          |
| <input type="checkbox"/> Vehicle Washing                                   | <input type="checkbox"/> Street Sweeping                                  |
| <input type="checkbox"/> Other (Please describe):                          |   |

### REASON WHY THE CUSTOMER DISAGREES WITH THE DROUGHT COORDINATOR'S DENIAL – SECTION 3

Describe the reason for disagreeing with the denial:

please review the attached exhibits that show our watering schedule. I only have 1 meter for a 50 acre site. It looks like I am watering more than twice a week, but I am "Not". Because of the number of valves and run times, I can't water the entire site in 2 days - I am ~~at~~ mixing my zones to avoid 2 valves running at one time - before the drought, I watered 24 hrs a day 6 days a week to keep my lawns green and "safe" for the kids to play on.





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### CONSENT TO WAIVE PRIVACY PROTECTION FOR WATER ACCOUNT RECORDS - SECTION 5

I agree that I am a DSRSD customer and I am seeking a waiver of enforcement action for restricted or prohibited water use. I further acknowledge that the Drought Coordinator previously denied my request for a waiver, and therefore I am appealing the decision of the Drought Coordinator to the DSRSD Board of Directors. I understand that the DSRSD Board of Directors must consider my appeal in an open public meeting.

I understand that the Board of Directors is required by the Ralph M. Brown Act to conduct its deliberations in public, with certain exceptions specifically set forth in the law. The Public Records Act normally prevents most customer records, including water usage data, from being disclosed to the public at large. I also understand that in order for the Board of Directors to be able to discuss and take action on my appeal, it is necessary for the Board to openly discuss my water account information and my water use records. I understand that to allow this I must provide written consent to waive the protections normally afforded to me by the Public Records Act.

My signature below acknowledges my consent to waive the protections afforded to me by the Public Records Act so that the DSRSD Board of Directors can consider my appeal. I understand that once I sign and return this consent form, this matter will be placed on the agenda for the next reasonably available meeting of the Board of Directors for consideration. I further understand that if I do not sign and return this consent form within ten (10) calendar days of submitting my appeal, then the District will make the determination that I do not wish to pursue my appeal and the penalties and fees will immediately become due and payable.

The portion of the Public Records Act most pertinent to my request is Government Code Section 6254.16. The most pertinent language of Section 6254.16 provides that the name, utility usage data, and the home address of utility customers is normally protected information and can only be made available to the public under special circumstances, unless the customer agrees to waive this protection. DSRSD urges customers to carefully review Government Code Section 6254.16 before signing this letter if the customer is concerned about waiving this protection. I understand that once I waive this protection my appeal will be agendaized for discussion by the DSRSD Board of Directors and thereafter my water usage data will be available to anyone and everyone upon request. I further understand that my signing this consent form does not in any way promise that my appeal will be approved in whole or in part, only that my appeal will be duly considered by the DSRSD Board of Directors.

I HEREBY CERTIFY THAT I AM DULY AUTHORIZED TO ACT FOR AND ON BEHALF OF DSRSD WATER SERVICE ACCOUNT NO. \_\_\_\_\_ AND THAT BY SIGNING BELOW, I KNOWINGLY AND VOLUNTARILY WAIVE THE PROTECTIONS AFFORDED BY LAW AS TO WATER USAGE DATA FOR THAT ACCOUNT, WITH THE UNDERSTANDING THAT THE WATER USAGE DATA SHALL BE PUBLICLY AVAILABLE TO ALL.

Valley Christian Center  
Jerry W. Buffington  
SIGNATURE

Aug 11 - 2014  
DATE

Jerry W Buffington  
PRINT NAME  
Valley Christian Center



We have "softy" issues when we allow play on rough surfaces - Softball & Elementary play on grass - See attached pictures. Your representative Shannon came up here and took some pictures.

## ACCOUNT OWNER - SECTION 4

The exclusive procedure for consideration of written applications for waivers of the violations of Water Use Limitations to avoid the enforcement actions described herein will be as follows:

- (a) A customer may submit a written application for a Waiver of Violation related to water use to the District's Drought Coordinator. The application must be on the District's form and must include the customer name, account number(s), a description of the water use for which the customer was cited, a description of the reason(s) why a Waiver of Violation is requested, and justification for the Waiver of Violation. If penalties and/or costs have been assessed, the application must be accompanied by a deposit in an amount specified in the enforcement action;
- (b) The District Drought Coordinator will consider each application for a Waiver of Violation based on the customer's reason(s) for violating a Water Use Limitation and the justification as presented. The Drought Coordinator may grant a one-time waiver of a particular violation if the customer's justification is deemed to be reasonable, and if the customer has mitigated or agrees to immediately mitigate the cause of the violation. If a Waiver of Violation is granted, the deposit furnished by the customer shall be refunded;
- (c) A customer may appeal a denial of an application for a Waiver of Violation within ten (10) calendar days by submitting a written appeal to the Board of Directors on the District's form and specify the reasons why the customer disagrees with the Drought Coordinator's denial;
- (d) If a Waiver of Violation for a specific type of violation has been previously granted, a further waiver of the same type of violation is not permitted.

I have read, understand, and agree to the terms and conditions of this application.

Signature of applicant: Ray A. Buffington Date: Aug 11<sup>th</sup> 2014

## BOARD OF DIRECTORS USE ONLY

Date Received: 8/11/2014

Received by: DPG

Approved: 8-18-2014

Denied: 8-18-2014

Effective Date: 8-18-2014

Expiration Date: 8-18-2014

Reason for approval/denial

On August 18, 2014, the DSRSD Board denied an exemption for Account No. (1-inch meter). Mr. Buffington told the Board that he could get by with limiting spray irrigation to 2 days a week on this account as required by Ordinance 333.

On Aug 18, 2014, the DSRSD Board approved an exemption for Account No. (2-inch meter) as follows: spray irrigation will be allowed 3 days per week, under the condition that no zone will be watered more than 2 days per week, and all zone times must be reduced by 50% compared to the timer schedules provided by Mr. Buffington. In addition, all spray irrigation must be done between the hours of 6 PM and 9 AM.

 COPY

Clock	Time for 1 cycle 'MINUTES"	Number of valves
Entrance along Inspiration	360	12
Interior, Power Hut	600	20
Jr High	300	10
Elementary School	450	19
Elementary Upper Field	450	16
Old Sanctuary	200	12
Pre-School	40	2
New Sanctuiary	240	12
	2640	103

SECOND ENTRANCE MONUMENT				HUNTER ES203			CLOCK #1
PROGRAM	START TIME	VALVE	RUN TIME	%	TYPE OF HEAD	LAWN OR SHRUB	LOCATION
1	10:00 AM	1	30	SENSOR	SPRAY	SHRUB	
1	10:00 AM	2	30	SENSOR	ROT/SPRAY	SHRUB/LAWN	
1	10:00 AM	3	30	SENSOR	SPRAY	LAWN	
1	10:00 AM	4	30	SENSOR	SPRAY	LAWN	
1	10:00 AM	5	30	SENSOR	SPRAY	LAWN	
1	10:00 AM	6	30	SENSOR	ROT/SPRAY	LAWN	
1	10:00 AM	7	30	SENSOR	SPRAY	LAWN	
1	10:00 AM	8	30	SENSOR	SPRAY	LAWN	
1	10:00 AM	9	30	SENSOR	SPRAY	LAWN	
1	10:00 AM	10	30	SENSOR	SPRAY	LAWN	
1	10:00 AM	11	30	SENSOR	SPRAY	LAWN	
1	10:00 AM	12	30	SENSOR	SPRAY	LAWN	
			360				

**COPY**

COPY

POWER HUT		RAINMASTER ..NO KEY					CLOCK # 2
PROGRAM	START TIME	VALVE	RUN TIME	%	TYPE OF HEAD	LAWN OR SHRUB	LOCATION
1		8	30	100	SHRUB/DRIP	SHRUB	E HIGH SCH TREES AND SHRUBS Z RAMP
1		9	30	100	SHRUB/DRIP	SHRUB	W JR HIGH TREES AND SHRUBS
1		10	30	100	SHRUB/DRIP		
1		11	30	100	SHRUB/DRIP	SHRUB	NEXT TO POWER HUT.. DRIPPERS
1		12	30	100	SHRUB/DRIP		
1		13	30	100	SHRUB/DRIP		
1		14	30	100	SHRUB/DRIP		
1		15	30	100	SHRUB/DRIP	SHRUB	SE HIGH SCHOOL TREES AND SHRUBS UNDER PINE TREE
1		16	30	100	SHRUB/DRIP		
1		17	30	100	SHRUB/DRIP		
1		18	30	100	SHRUB/DRIP		
1		19	30	100	SHRUB/DRIP		
1		20	30	100	SHRUB/DRIP	SHRUB	NO OF PRE SCHOOL NEAR GREEN PLASTIC FENCE
2		1	30	100			?????
2		2	30	100	SPRAY	LAWN	LAWN BY BENCHES S OF HS
2		3	30	100	SPRAY	LAWN	LAWN AT EAST SIDE OF HS NEAR WEIGHT ROOM
2		4	30	100	ROTORS	LAWN	SLOPED LAWN AT AMPHATHEATER AREA
2		5	30	100			???
2		6	30	100			???
2		7	30	100			???
			500				

COPY

JR HIGH	RAINMASTER ES203 KEY					CLOCK # 3	
PROGRAM	START TIME	VALVE	RUN TIME	%	TYPE OF HEAD	LAWN OR SHRUB	LOCATION
1		1	30		MPR	SHRUB	MID ISLAND NORTH
1		2	30		MPR	SHRUB	MID ISLAND MIDDLE
1		3	30		MPR	SHRUB	FAR NORTH ISLAND SOUTH OK
1		4	30		MPR	SHRUB	MIDDLE ISLAND SOUTH
1		5	30		MPR	SHRUB	FAR NORTH ISLAND NORTH
1		6	30		SHRUB	SHRUB	
1		7	30		SHRUB	SHRUB	E JR HIGH TREES AND SHRUBS OK
1		8	30		SHRUB	SHRUB	
1		9	30		SHRUB	SHRUB	
1		10	30		SHRUB	SHRUB	IVY S. JR HIGH BY FRONT STEPS
		11					
		12					
THIS IS A 12 STATION CLOCK							
			300				

ELEMENTARY SCHOOL			15-May	RAINMASTER CLOCK KEY ES203			CLOCK # 4	
PROGRAM	START TIME	VALVE	%	RUN TIME	TYPE OF HEAD	LAWN OR SHRUB	LOCATION	
2	7:00 PM	4	100	30	SPRAY	LAWN	LAWN BY TRASH BINS ALONG WALK WAY	
2	7:00 PM	6	100	30	ROTORS	LAWN	N.E. ELEMENTARY LAWN COMING UP HILL	
2	7:00 PM	12	100	30	SPRAY	LAWN	CARPOOL LAWN	
2	7:00 PM	13	100	30	ROTORS	LAWN	FLAGPOLE LAWN	
2	7:00 PM	18	100	30	SPRAY	LAWN	LAWN E. SIDE UPPER BY HYDRANT	
2	7:00 PM	14	100	40	JARD	LAWN	MOUND IN TURN AROUND LAWN "JARDINERES"	
1	7AM	1	100	20	BUB/SPRAY	SHRUB	N TREES AND SHRUBS AT ROAD	
1	7AM	2	100	20	BUB/SPRAY	SHRUB	N TREES AND SHRUBS AT ROAD	
1	7AM	3	100	20	BUB/SPRAY	SHRUB	N TREES AND SHRUBS AT ROAD	
1	7AM	5	100	20	BUB/SPRAY	SHRUB	N TREES AND SHRUBS AT ROAD AT TURN AROUND	
1	7AM	7	100	20	BUB/SPRAY	SHRUB	SOUTH TREES AND SHRUBS AT CARPOOL	
1	7AM	8	100	20	BUB/SPRAY	SHRUB	E ELEMENTARY FLAG POLES	
1	7AM	9	100	20	BUB/SPRAY	SHRUB	CARPOOL AREA	
1	7AM	10	100	20	BUB/SPRAY	SHRUB	SOUTH BY FIRELANE	
1	7AM	11	100	20	BUB/SPRAY	SHRUB	SOUTH BY FIRELANE	
1	7AM	15	100	20	BUB/SPRAY	SHRUB	S.E BELOW FLAG POLE TREES AND SHRUBS	
1	7AM	16	100	20	BUB/SPRAY	SHRUB	S.E BELOW FLAG POLE TREES AND SHRUBS	
1	7AM	17	100	20	BUB/SPRAY	SHRUB	S. ELEMENTARY TREES AND SHRUBS BY FIRELANE	
1	7AM	26	100	20	BUBBLERS	SHRUB	NEW PLANTS AT FLAG POLE	
				450				

**COPY**

ELEMEN UPPER FIELD			PRO C CLOCK NO KEY				CLOCK # 10
PROGRAM	START TIME	VALVE	RUN TIME	%	TYPE OF HEAD	LAWN OR SHRUB	LOCATION
1	12AM	2	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	3	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	4	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	5	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	6	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	7	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	8	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	9	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	10	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	11	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	12	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	13	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	14	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	15	30	25	ROTOR	LAWN	UPPER FIELD
1	12AM	16	30	25	ROTOR	LAWN	UPPER FIELD
			450				
2	12PM	1	20	15	DRIP	OAK TREES	EVERY OTHER DAY

**COPY**

SANTUARY		RAINMASTER ES 203KEY					
PROGRAM	START TIME	VALVE	RUN TIME	%	TYPE OF HEAD	LAWN OR SHRUB	LOCATION
1	220 PM	6	0	100	SPRAY		MAIN PARKING ISLANDW/TREES AND SHRUBS ALONG EDGE OF LAWN.. BROKEN HEADS.. NOT NEEDED
1	220 PM	7	10	100	SPRAY		SOUTH SANT TREES AND SHRUBS OK
1	220 PM	8	10	100	BUBBLERS		PASTOR PARKING LOT BUBBLERS OK BUBBLERS
1	220 PM	9	60	100	DRIP		JARD BY OFFICE NEED BALANCING
1	220 PM	18	10	100	BUBBLERS		PRE SCHOOL TREES AND SHRUBS AT PARKING LOT
1	220 PM	17	10	100	BUBBLERS		PRE SCHOOL TREES AND SHRUBS AT PARKING LOT
2	420PM	1	20	100	ROTORS		MAIN PARKING ISLAND WEST LAWN IN FRONT OF SANTUARY WITH CURVE WALK
2	420PM	2	20	100	ROTORS		MAIN PARKING ISLAND SOUTH LAWN IN FRONT OF SANTUARY WITH CURVE WALK
2	420PM	3	20	100	ROTORS		MAIN PARKING ISLAND NORTH LAWN IN FRONT OF SANTUARY WITH CURVE WALK
2	420PM	4	20	100	ROTORS		MAIN PARKING ISLAND EAST LAWN IN FRONT OF SANTUARY WITH CURVE WALK
2	420 PM	5	10	100	MPR		FAR SOUTH ISLAND SOUTH
2	420 PM	12	10	100	MPR		ISLAND BEHIND FERNANDOS TRAILER
			200				NO RESPONSE



 COPY

PRE SCHOOL		IRRITROL CLOCK PLASTIC KEY					
PROGRAM	START TIME	VALVE	RUN TIME	%	TYPE OF HEAD	LAWN OR SHRUB	LOCATION
1	720 PM	1	10	100	DRIP SHRUB	TREES AND SHRUBS	WEST SIDE OF PRE SCHOOL UP AND ALONG THE UPPER FOOTBALL FIELD
1	720 PM	2	30	100	SPRAY	LAWN	SOUTH WEST LAWN AROUND PRESCHOOL ENTRANCES
			40				

COPY

CLOCK # SOFTBALL FIELD						
PROGRAM	START TIME	VALVE	RUN TIME	%	TYPE OF HEAD	LAWN OR SHRUB
1		1	30	100	MP 20 ROTOR	LAWN
1		2	30	100	MP 20 ROTOR	LAWN
1		3	30	100	MP 20 ROTOR	LAWN
1		4	30	100	MP 20 ROTOR	LAWN
1		5	30	100	MP 20 ROTOR	LAWN
1		6	30	100	MP 20 ROTOR	LAWN
1		7	30	100	MP 20 ROTOR	LAWN
1		8	30	100	MP 20 ROTOR	LAWN
1		9	30	100	MP 20 ROTOR	LAWN
1		10	30	100	MP 20 ROTOR	LAWN
1		11	30	100	MP 20 ROTOR	LAWN
1		12	30	100	MP 20 ROTOR	LAWN
1		13	30	100	MP 20 ROTOR	LAWN
1		14	30	100	MP 20 ROTOR	LAWN
1		15	30	100	MP 20 ROTOR	LAWN
1		16	30	100	MP 20 ROTOR	LAWN
			480			

Valley Christian Center

		Water Use			Weekly totals			
Day	Date	CCF	Gallons	Reading	Gallons			
Fri	08/01/14	15.80	11,819	3322902	61,946	60,873		
Sat	08/02/14	7.72	5,775	3323674				
Sun	08/03/14	7.18	5,371	3324392				
Mon	08/04/14	12.30	9,201	3325622				
Tue	08/05/14	11.66	8,722	3326788				
Wed	08/06/14	7.22	5,401	3327510				
Thu	08/07/14	14.61	10,929	3328971				
Fri	08/08/14	18.95	14,176	3330866				
Sat	08/09/14	6.66	4,982	3331532				
Sun	08/10/14	11.41	8,535	3332673				
Mon	08/11/14	7.00	5,236	3333373				
Tue	08/12/14	15.84	11,849	3334957				
Wed	08/13/14	12.02	8,992	3336159				
Thu	08/14/14	11.84	8,857	3337343				
Fri	08/15/14	14.83	11,094	3338826				
Sat	08/16/14	8.24	6,164	3339650				
Sun	08/17/14	10.17	7,608	3340667	59,799			
Mon	08/18/14	9.10	6,807	3341577				
					VCC receives exemption	Reduction compared to 2 weeks ending Aug 17:		
Tue	08/19/14	16.53	12,365	3343230				
Wed	08/20/14	14.01	10,480	3344631				
Thu	08/21/14	12.31	9,209	3345862				
Fri	08/22/14	24.12	18,043	3348274				
Sat	08/23/14	12.74	9,530	3349548				
Sun	08/24/14	10.07	7,533	3350555			73,967	-21.51%
Mon	08/25/14	25.21	18,858	3353076				
Tue	08/26/14	11.59	8,673	3354235				
Wed	08/27/14	24.86	18,597	3356721				
Thu	08/28/14	14.68	10,981	3358189				
Fri	08/29/14	25.08	18,761	3360697				
Sat	08/30/14	12.76	9,545	3361973				
Sun	08/31/14	10.14	7,585	3362987			93,001	-52.78%
Mon	09/01/14	22.94	17,160	3365281				
Tue	09/02/14	14.08	10,533	3366689				
Wed	09/03/14	24.78	18,537	3369167				
Thu	09/04/14	13.18	9,859	3370485				
Fri	09/05/14	23.22	17,370	3372807				
Sat	09/06/14	12.88	9,635	3374095				
Sun	09/07/14	9.70	7,256	3375065	90,350	-48.42%		
Mon	09/08/14	22.72	16,995	3375256				
Tue	9/9/2014	13.66	10,218	3378703				
Wed	9/10/2014	18.83	14,086	3380586				
Thu	9/11/2014	11.07	8,281	3381693				
Fri	9/12/2014	19.54	14,617	3383647				
Sat	9/13/2014	7.89	5,902	3384436				
Sun	9/14/2014	9.81	7,338	3385417	77,437	-27.21%		
Mon	9/15/2014	19.73	14,759	3387390				
Tue	9/16/2014	8.41	6,291	3388231	71,274	-17.09%		
Wed	9/17/2014	8.86	6,628	3389117				
Thu	9/18/2014	11.76	8,797	3390293				
Fri	9/19/2014	14.61	10,929	3391754				
Sat	9/20/2014	7.48	5,595	3392502				
Sun	9/21/2014	9.32	6,972	3393434	59,971	1.48%		
Mon	9/22/2014	13.32	9,964	3394766				
Tue	9/23/2014	10.95	8,191	3395861	57,076	6.24%		
Wed	9/24/2014	8.48	6,343	3396709				
Thu	9/25/2014	8.71	6,516	3397580				
Fri	9/26/2014	4.45	3,329	3398025				
Sat	9/27/2014	3.74	2,798	3398399				
Sun	9/28/2014	6.07	4,541	3399006	41,681	31.53%		
Mon	9/29/2014	3.40	2,543	3399346				
Tue	9/30/2014	3.89	2,910	3399735				
Wed	10/1/2014	5.62	4,204	3400297				
Thu	10/2/2014	11.03	8,251	3401400				
Fri	10/3/2014	15.50	11,595	3402950				
Sat	10/4/2014	8.08	6,044	3403758				
Sun	10/5/2014	10.59	7,922	3404817	43,469	28.59%		
Mon	10/6/2014	16.79	12,560	3406496				
Tue	10/7/2014	8.40	6,284	3407336				
Wed	10/8/2014	9.17	6,860	3408253				
Thu	10/9/2014	12.44	9,306	3409497				
Fri	10/10/2014	16.36	12,238	3411133				
Sat	10/11/2014	7.75	5,797	3411908				
Sun	10/12/2014	9.67	7,234	3412875				
Mon	10/13/2014	15.02	11,236	3414377				
Tue	10/14/2014	8.78	6,568	3415255	78,082	-28.27%		

President Vonheeder-Leopold MOVED to grant an exemption to Valley Christian Center and allow for four days of watering per week, further stipulating that no area (zone) be watered more than twice per week, and that the watering time for each zone be cut to 20 minutes per zone. V.P. Duarte SECONDED the MOTION. The following discussion ensued.

Director Benson proposed that VCC water for less time than 20 minutes.

Director Halket asked Director Benson if she was making a substitute motion.

Director Benson stated that she was not, and that she was only exploring other possible ideas.

General Manager Michalczyk stated that VCC has two irrigation meters. He asked President Vonheeder-Leopold if her motion for an exemption referred to each meter being operable four days per week.

Mr. Buffington stated he would just like permission to operate their system in a four day window. He would run each zone only two days per week, but he needs four days to do the cycle. He stated that Aquahawk will display when the 1-inch meter is operating, and when the 2-inch meter is operating.

Director Howard asked if the 1-inch and the 2-inch meters are both run four days per week.

Mr. Buffington stated that he only operates the 1-inch meter two days per week now, so he could accept not having an exemption for that meter. However, he said that he needs to run the 2-inch meter more than two days per week.

Director Howard clarified with Mr. Buffington that currently his 1-inch meter is run only two days per week, and he is asking that the 2-inch meter be allowed to run four days per week.

Mr. Buffington acknowledged this as correct.

Mr. Michalczyk advised the Board that it would be best to separate the 1-inch and the 2-inch meters in their actions. The Board should decide whether to grant an exemption for the 1-inch meter, and then the Board should decide whether to grant an exemption for the 2-inch meter.

Director Howard made a SUBSTITUTE MOTION to deny Valley Christian Center's request for an exemption for the 1-inch meter. Director Halket SECONDED the MOTION.

The MOTION CARRIED with FIVE AYES.

President Vonheeder-Leopold MOVED that Valley Christian Center be granted an exemption from water use limitations for the 2-inch meter to irrigate four days per week, on the condition that no zone or valve would water more than two days per week, and that VCC would reduce their run time for each zone station from 30 minutes to 20 minutes, and that they must do all of their watering between 6 p.m. and 9 a.m. V.P. Duarte SECONDED the MOTION.

The MOTION FAILED due to only two Affirmative Votes (Vonheeder-Leopold and Duarte).

Director Benson MOVED that Valley Christian Center (VCC) be granted an exemption from water use limitations for their dedicated irrigation account with the 2-inch meter with the following conditions: irrigation will be allowed up to three days per week as long as no zone or valve is operated more than two days per week, and VCC must reduce their run time for each zone from 30 minutes to 15 minutes or otherwise achieve a reduction of 50% from the original timer settings, and VCC must do all of their watering between 6 p.m. and 9 a.m. Director Howard SECONDED the MOTION.

The MOTION CARRIED with FOUR AYES, ONE NAY (Vonheeder-Leopold).

#### 10. BOARDMEMBER ITEMS

Director Howard commented that his wife recently met with Dublin Vice Mayor Don Biddle who says the city is still very interested in getting grants for recycled water for the west side of Dublin.

V.P. Duarte reported he was absent at the last Board meeting due to a family emergency so he was unable to present his report on the Contra Costa Special District Association meeting that he attended along with President Vonheeder-Leopold on July 21, 2014. He thanked President Vonheeder-Leopold for her consideration in extending the deadline for him to do so given the circumstances and stated that he has now submitted his written report.

Director Benson requested that the Board meeting be adjourned in honor of former Director Tom McCormick. She mentioned how special he was to her and how supportive he and his wife Claudia have been to her. Director Benson also commented that on the same day Director McCormick passed away, she also lost one of her best friends to breast cancer, Candace Rice Durr.

Director Benson noted that EBMUD declared a water shortage on August 12, 2014. She thanked staff for continuing to keep DSRSD so positive in the press. She mentioned how impressed KTVU reporter John Fowler is with the District's Aquahawk portal.

Director Halket commented that he will miss former District Director Tom McCormick very much.

## VALLEY CHRISTIAN CENTER USAGE HISTORY

All units in CCF

Account	LAST_NAME	ACCT_TYPE	CY	FEB	APR	JUN	AUG	OCT	DEC
1-inch meter	VALLEY CHRISTIAN CENTER	irrmtr	2010	28	2	38	201	410	218
1-inch meter	VALLEY CHRISTIAN CENTER	irrmtr	2011	-	45	86	90	734	242
1-inch meter	VALLEY CHRISTIAN CENTER	irrmtr	2012	43	27	53	695	480	311
1-inch meter	VALLEY CHRISTIAN CENTER	irrmtr	2013	2	12	395	521	599	331
1-inch meter	VALLEY CHRISTIAN CENTER	irrmtr	2014	15	7	65	410		
CY 2010-2013 Average				24	22	143	377	556	276
Min				2	2	38	90	410	218
Max				43	45	395	695	734	331

Account	LAST_NAME	ACCT_TYPE	CY	FEB	APR	JUN	AUG	OCT	DEC
2-inch meter	VALLEY CHRISTIAN CENTER	irrmtr	2010	202	50	327	1,483	1,994	747
2-inch meter	VALLEY CHRISTIAN CENTER	irrmtr	2011	91	480	510	849	1,659	767
2-inch meter	VALLEY CHRISTIAN CENTER	irrmtr	2012	465	182	282	1,510	1,677	958
2-inch meter	VALLEY CHRISTIAN CENTER	irrmtr	2013	7	131	1,008	1,356	1,678	732
2-inch meter	VALLEY CHRISTIAN CENTER	irrmtr	2014	68	24	565	1,113		
CY 2010-2013 Average				191	211	532	1,300	1,752	801
Min				7	24	282	849	1,659	732
Max				465	480	1,008	1,510	1,994	958



Reference General Manager	Type of Action Provide Direction	Board Meeting of October 21, 2014
Subject Provide Direction Regarding the District Providing Temporary, Emergency Water Service to Tassajara Valley and Possible Terms for such Water Service		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input checked="" type="checkbox"/> Other
REPORT:	<input checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	B. Michalczyk
		<input type="checkbox"/> Board Member

## Recommendation:

The General Manager recommends the Board discuss the District's interest in providing temporary, emergency water service to Tassajara Valley during the drought and if the Board finds there is a District interest to do so then by Consensus, provide direction to District staff regarding possible terms for such water service.

## Summary:

The ongoing drought has had a significant effect on property owners in the Tassajara Valley. District staff has been approached by a few water users in the Tassajara Valley about the possibility of the District providing temporary service to that area. Those water users have been referred to Contra Costa County LAFCo because Tassajara Valley is outside the District's service boundary and sphere of influence. Most recently, Contra Costa Supervisor Mary Piepho's staff has informally contacted the District regarding possible temporary service to property owners in Tassajara Valley. Supervisor Piepho's staff was similarly referred to Contra Costa LAFCo. In follow-up conversations with Contra Costa LAFCo staff, the District was told that Contra Costa Environmental Health Department does not consider the situation in Tassajara Valley to be an emergency situation. As such, Contra Costa LAFCo have stated that they would only become involved if the District were to propose out-of-area service agreements to provide water service in that area. District staff has been informed that both Contra Costa Water District and the East Bay Municipal Utility District have been similarly approached and that both have refused to provide service. Additional considerations are that the District's Water Supply Contract with the Zone 7 Water Agency limits water service outside the District unless the service is temporary and approved by Zone 7; Zone 7 has informally indicated that they would not oppose temporary, emergency water service provided the terms for doing so were reasonable. Another consideration is the Dougherty Valley Settlement Agreement (to which the District is a party along with Zone 7, Livermore and Citizens for Balanced Growth among others), which prohibits water service from the District to areas outside of Zone 7 without a vote of the Zone 7 electorate; whether that agreement would apply to temporary, emergency supplies is unknown.

The purpose of this item is to seek direction from the Board as to whether the situation in Tassajara Valley aligns with a District interest in a way that would justify the District providing temporary, emergency water service. If the Board believes it does, then it would be appropriate for the Board to provide broad policy guidance for the terms of such service. A suggested starting point for the terms of service is provided in Attachment A. This item does not commit the District to provide service in any way; any such commitment would be the subject of a future Board meeting.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE	RECOMMENDATION ---	Not Required	ORIGINATOR B. Michalczyk	DEPARTMENT Executive	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost TBD	<input type="checkbox"/> Funding Source A. B.	Attachments to S&R 1. Possible Terms of Service for Temporary, Emergency Water Service in Tassajara Valley 2. 3.				75 of 165

## **ATTACHMENT A**

### **POSSIBLE TERMS OF SERVICE FOR TEMPORARY, EMERGENCY WATER SERVICE FOR TASSAJARA VALLEY**

1. Service duration limited to the earlier of:
  - a. Ninety days (subject to re-approval)
  - b. Expiration of the State of Community Drought Emergency
  - c. Future Action of the Board of Directors terminating service
2. Service method limited to water via hydrant meters from District system loaded into water trucks and conveyed (no direct connection to any District facilities) with associated \$1,000 refundable meter deposit fee
3. Service limited to residential, indoor use only
4. Service volume limited to State of California guidelines for human health and safety (50 gpcpd) and 6 ccf per week
5. All other Water Use Limitations in Ordinance No. 333 are applicable; violation of any water use limitation results in cessation of service
6. Cost of service to be based on standard DSRSD rates for potable water from hydrant meters with a \_\_\_\_ % out-of-area surcharge



# DUBLIN SAN RAMON SERVICES DISTRICT

7051 Dublin Boulevard, Dublin, CA 94568

## EMERGENCY POTABLE WATER HYDRANT METER REQUEST

Customer Name: \_\_\_\_\_

Attention/Other: \_\_\_\_\_

Property Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

### Description for Water Emergency

☐

Private Well is sole source of potable water on property and well has gone dry.

☐

Water Source is other than private well and is now inoperative for an extended period.

Customer Agrees	Conditions	Amount
<input type="checkbox"/>	1. Hydrant meter is to be used for home property only.	
<input type="checkbox"/>	2. Maximum water allowed is 640 gallons per day.	
<input type="checkbox"/>	3. Potable water is for drinking, washing, cooking only.	
<input type="checkbox"/>	4. Water will be billed at Stage 3 Drought conditions.	
<input type="checkbox"/>	5. A meter deposit is REQUIRED,	1,000.00
<input type="checkbox"/>	6. Re-approval for Meter required every 90 days.	
<b>Total</b>		<b>\$1,000.00</b>


Requested By = Customer

Date

Approved By DSRSD Supervisor

Date

to:Jill Duerig, Zone 7

Notification of Zone 7 Officer

Date

to:Lou Ann Texeira, Contra Contra LAFCO

Notification of Contra Costa County LAFCO Mgr

Date

to:Mona Palacios, Alameda Countyty LAFCO

Notification of Alameda County LAFCO Mgr

Date

Make copy for your records

Form Revised 9/22/14

Form at: ENGDEPT/Drought Response - 2014/Emergency Potable Water HydrantMeter form Sept 2014.xls

COPY



Reference Engineering Services Manager	Type of Action Make CEQA Finding Approve Lease Agreement	Board Meeting of October 21, 2014
Subject Declare that "Telecommunications Site Lease Agreement" with New Cingular Wireless PCS, LLC (AT&T) for Cellular Phone Tower at Reservoir 1A is Categorically Exempt from CEQA and Approve the Agreement		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input checked="" type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input checked="" type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	R. Biagtan
		<input type="checkbox"/> Board Member

## Recommendation:

If the Board desires to move forward with the subject Telecommunications Site Lease Agreement, the Engineering Services Manager recommends that the Board, by separate Resolutions: (a) declare that the agreement falls within the criteria for a Categorical Exemption under CEQA; and, (b) approve the lease agreement.

## Summary:

In June 2013, Jacobs Corporation (formerly FMHC Corporation) contacted the District regarding the possibility of a cell tower site at Reservoir 1A in west Dublin on behalf of AT&T. Following the guidelines of Strategic Plan Element 1.5.3 and patterned after other existing cell tower site leases, staff, working with General Counsel, negotiated terms and conditions in accordance with negotiating direction given by the Board. The proposed 25 years lease specifies payments starting at \$28,800 per year with annual 3% adjustments. All terms in the agreement are generally consistent with other current District cell phone tower agreements. This agreement will not take full effect until full City of Dublin approval at a subsequent Planning Commission or City Council meeting and expiration of the time for filing a CEQA challenge thereafter or a final favorable decision in court should a lawsuit be filed.

Parallel to lease negotiation, Jacobs has filed a planning application with the City of Dublin (PLPA-2013-00056) to allow installation of the facility. The planning application is currently active with the City and scheduled to be heard at the City Council at a later date. For this particular site the District will be the first agency to address CEQA because the City refuses to proceed further unless and until the District approves the form of lease.

The equipment is proposed to be placed at the base of Reservoir 1A with the three antenna arrays connected to the side of the reservoir. Drawings of the site layout are attached (Attachment 1). AT&T advises that the equipment proposed to be installed under the proposed lease and the contemplated planning approval by the City of Dublin are each categorically exempt under Section 15303 (d) of the CEQA guidelines. The proposed Resolution includes an explanation of the exemption relied upon by AT&T.

The Water Committee visited the proposed site in March 2014.

Staff believes the business terms of the lease are in accordance with the guidance of the District's adopted Strategic Plan and direction given by the Board. However, that Strategic Plan also specifies any such agreements should balance the District revenue generating activity with the effect the activity would will have on the environment and on local residents and businesses. (Emphasis added). Unlike previous leases related to cell phone sites, this one has generated several phone calls, letters, and a petition from nearby residents (Attachment 2) against the proposal. The Board must decide if a balance has been achieved.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE	RECOMMENDATION ---	Yes	ORIGINATOR S. Delight	DEPARTMENT Engineering	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost Initial Revenue \$28,00 Annually \$3,750 One time	<input checked="" type="checkbox"/> Funding Source A. 600 B.		Attachments to S&R 1. Site Drawings 2. Correspondence and Petitions Against the Proposal 3.			78 of 165

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT DECLARING THAT THE PROPOSED TELECOMMUNICATIONS SITE LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC FOR RESERVOIR 1A PROPERTY IS CATEGORICALLY EXEMPT FROM CEQA**

---

WHEREAS, the District, in accordance with Strategic Plan Goal 1.5.3, desires to secure and grow alternative revenue sources while balancing the District revenue generating activity with the effect the activity will have on the environment and on local residents and businesses; and

WHEREAS, New Cingular Wireless PCS, LLC dba AT&T Mobility (“AT&T”) desires to enter into a site lease to rent space at the District’s Reservoir 1A Site to install certain telecommunications equipment related to cellular telephone service; and

WHEREAS, AT&T has filed a planning application (PLPA-2013-00056) with the City of Dublin on the District’s behalf to obtain City approval for the use of the site; and

WHEREAS, pursuant to the California Environmental Quality Act (Pub. Res. Code, 21000 et. seq.; “CEQA”), the “CEQA Guidelines” (14 Code Cal. Regs § 15000 et. seq.) and the District’s Local CEQA Guidelines, the equipment proposed to be installed in the proposed lease falls within the criteria for a categorical exemption specified in Section 15303 (d) of CEQA Guidelines (14 Code. Cal. Regs § 15303 (d)); and

WHEREAS, the proposed Telecommunications Site Lease Agreement for the use by AT&T of the District’s Reservoir 1A property for certain telecommunications equipment related to cellular telephone service is consistent with the Board direction of developing opportunities for District facility’s property utilization program.

Res. No. \_\_\_\_\_

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

1. Pursuant to the provisions of the California Environmental Quality Act (CEQA), Section 753.5(c)(1) of Title 14 of the California Code of Regulations (State CEQA Guidelines), and the District's local CEQA Guidelines, the Board hereby declares:

a. The District, the principal offices of which are located at 7051 Dublin Boulevard, Dublin, California, is the owner of the property upon which the Project is proposed, and the City of Dublin is the permitting agency and is expected to issue permits in the near future;

b. The Project, which is proposed to be located at 8208 Rhoda Avenue in the City of Dublin in Alameda County;

c. The equipment proposed to be installed in the proposed lease falls within the criteria for a categorical exemption specified in Section 15303 (d) of CEQA Guidelines (14 Code. Cal. Regs § 15303 (d)) as "small facilities or structures" and the "installation of small new equipment and facilities in small structures;" and

d. None of the exceptions to the exemption in CEQA Guidelines Section 15300.2 are triggered by the antenna and associated equipment including: a) the location is not designated hazardous or critical; b) the antenna does not have a cumulative impact because other antenna installations are dispersed from each other and not in the same places such that any visual or noise impacts do not cumulate; c) utility facilities are common in the public right-of-way and are not an unusual circumstance; d) the area is

Res. No. \_\_\_\_\_

not a scenic highway; e) the area is not a hazardous waste site; and f) there is no change to a historical resource.

ADOPTED by the Board of Directors of the Dublin San Ramon Services District at its regular meeting held on the 21st day of October, and passed by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Georgan M. Vonheeder-Leopold, President

Attest:

\_\_\_\_\_  
Nancy G. Hatfield, District Secretary

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF THE PROPOSED TELECOMMUNICATIONS SITE LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC FOR RESERVOIR 1A PROPERTY**

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WHEREAS, the District, in accordance with Strategic Plan Goal 1.5.3, desires to secure and grow alternative revenue sources while balancing the District revenue generating activity with the effect the activity will have on the environment and on local residents and businesses; and

WHEREAS, New Cingular Wireless PCS, LLC dba AT&T Mobility (“AT&T”) desires to enter into a site lease to rent space at the District’s Reservoir 1A Site to install certain telecommunications equipment related to cellular telephone service; and

WHEREAS, AT&T has filed a planning application (PLPA-2013-00056) with the City of Dublin on the District’s behalf to obtain City approval for the use of the site; and

WHEREAS, pursuant to the California Environmental Quality Act (Pub. Res. Code, 21000 et. seq.; “CEQA”), the “CEQA Guidelines” (14 Code Cal. Regs § 15000 et. seq.) and the District’s Local CEQA Guidelines, the equipment proposed to be installed in the proposed lease falls within the criteria for a categorical exemption specified in Section 15303 (d) of CEQA Guidelines (14 Code. Cal. Regs § 15303 (d)); and

WHEREAS, the proposed Telecommunications Site Lease Agreement for the use by AT&T of the District’s Reservoir 1A property for certain telecommunications equipment related to cellular telephone service is consistent with the Board direction of developing opportunities for District facility’s property utilization program.

Res. No. \_\_\_\_\_

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, that the certain “Telecommunications Site Lease Agreement” (Exhibit A) hereto by and between Dublin San Ramon Services District and New Cingular Wireless PCS, LLC properly balances the revenue generating activity with the effect the activity will have on the environment and on local residents and businesses and is hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said agreement for and on behalf of the Dublin San Ramon Services District.

ADOPTED by the Board of Directors of the Dublin San Ramon Services District at its regular meeting held on the 21st day of October, and passed by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Georgean M. Vonheeder-Leopold, President

Attest:

\_\_\_\_\_  
Nancy G. Hatfield, District Secretary

## TELECOMMUNICATIONS SITE LEASE AGREEMENT

**THIS TELECOMMUNICATIONS SITE LEASE AGREEMENT (“Lease”) dated as of \_\_\_\_\_, 201\_\_, is between New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (hereinafter referred to as “Lessee”), and Dublin San Ramon Services District, a local governmental agency in the State of California, (“Lessor”), whose address is 7051 Dublin Boulevard, Dublin, California 94568.**

Whereas, the parties acknowledge that Lessor is executing this Lease for the antenna and equipment but the City of Dublin (“City”) is the permitting agency and is expected to issue permits in the near future and that the equipment falls within the categorical exemption in Guidelines Section 15303 as “small facilities or structures” and the “installation of small new equipment and facilities in small structures”;

Whereas, the parties further acknowledge that none of the exceptions to the exemption in CEQA Guidelines Section 15300.2 are triggered by the antenna and associated equipment including: a) the location is not designated hazardous or critical; b) the antenna does not have a cumulative impact because other antenna installations are dispersed from each other and not in the same places such that any visual or noise impacts do not cumulate; c) utility facilities are common in the public right-of-way and are not an unusual circumstance; d) the area is not a scenic highway; e) the area is not a hazardous waste site; and f) there is no change to a historical resource;

Whereas, the parties further acknowledge that the applicability of this exemption to telecommunication facilities has been upheld in CEQA case law, and that while the City is the permitting agency, Lessor has also considered the rationale as to why the equipment is exempt; and

Whereas, the parties further acknowledge that Lessor will reasonably cooperate with the City regarding the implementation of any feasible mitigation measures, mitigation monitoring or alternatives adopted after the City’s CEQA review, if any.

For good and valuable consideration the sufficiency of which is hereby acknowledged, including but not limited to the rental payments and other terms, conditions, covenants and agreements set forth in this Lease, the parties hereto agree as follows:

### **1. Premises**

#### **a. Description**

##### **i. Lessor’s Property**

Lessor owns parcels of land (collectively “Land”) located in the City of Dublin, County of Alameda, State of California, commonly known as Reservoir 1A (APN: 941-2751-018), improved with a structure (the “Structure”). The Land is more particularly described in Exhibit A annexed hereto and incorporated herein by this reference.



**ii. Lease of the Premises**

Subject to the following terms and conditions, Lessor leases to Lessee and Lessee leases from Lessor (a) approximately one hundred fifty (150) square feet of the Land, including the air space above such ground space, as described on attached Exhibit B for the placement of the Lessee Facilities; (b) space for any structural steel or other improvements to support Lessee's equipment (collectively, the space referenced in (a) and (b) is the "Equipment Space"); (c) that certain space on the Structure, as generally depicted on attached Exhibit B, where Lessee shall have the right to install its antennas and other equipment (collectively, the "Antenna Space"); (d) those certain areas where Lessee's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Land (hereinafter collectively referred to as the "Connection Space"). Lessor agrees that Lessee shall have the right to install connections between Lessee's equipment in the Equipment Space and Antenna Space; and between Lessee's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Land, and any other improvements. Lessor further agrees that Lessee shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Lessee, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into the Land, or on one or more other location(s) mutually agreeable to Lessor and Lessee. The Equipment Space, Antenna Space, and Connection Space and all access and utility easements reasonably necessary therefor ("Premises"), as is more particularly described or depicted in Exhibit B annexed hereto and incorporated herein by this reference. The "easements" described in the preceding sentence and elsewhere in this Lease shall only be for the duration of this Lease, and may not be separately revoked or terminated but shall expire upon the expiration or earlier termination of this Lease.

**b. Warranties and Representations**

**i. Title and Quiet Enjoyment**

Lessor represents, warrants and agrees that it owns the Land in fee simple and the solely owns the Structure, and has rights of access thereto, and the Land is and during the Initial Term and any Renewal Term will be free and clear of all liens, encumbrances, covenants, conditions, and restrictions, easements, leases, or any other agreements except those of record as of the Effective Date; Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term, provided that Lessee is not in default hereunder after notice and expiration of all cure periods; If the Land becomes encumbered by a deed to secure a debt, mortgage or other security interest, by or for the express benefit of Lessor, Lessor will provide promptly to Lessee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Lessor and the holder of such security interest.

**ii. Hazardous Materials**

Lessor represents that to the best of Lessor's knowledge, the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes, and Lessor has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage in, on, under, upon or affecting the Land. In addition, Lessor represents that to the best of Lessor's knowledge, no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCB's), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee

relies upon the representations stated herein as a material inducement for entering into this Lease.

**iii. Compliance with Law**

Each party represents and warrants that their respective use of the Land, the Premises, and their respective property located on either, is and shall remain in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any applicable competent governmental entity with authority thereover. Each party further represents and warrants that its execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any deed of trust, lease or other agreement binding on that party.

**iv. No Other Warranties or Representations**

Lessee acknowledges that the Rent reflects the fact that, except for Lessor's warranties and representations explicitly set forth in paragraphs 1.b.i through 1.b.iii of this Lease, Lessor has made no representations as to the suitability of the Premises for any particular purpose, and Lessee is therefore relying exclusively upon its own examination of the character of the Premises, access to the Premises, access to utilities, and all other data and matters requisite to developing, operating, and maintaining a telecommunications site on the Premises. Accordingly, except for Lessor's warranties and representations explicitly set forth in paragraphs 1.b.i through 1.b.iii of this Lease, this Lease is "AS IS."

**c. Condemnation/Taking of Premises**

In the event the Premises or any portion of the Land is condemned or transferred in lieu of condemnation, Lessor shall provide Lessee written notice of such damage, destruction, condemnation or transfer with forty-eight (48) hours. If the Premises or the Land are condemned or transferred in lieu of condemnation so as, in Lessee's reasonable judgment, to hinder its effective use of the Premises, Lessee may elect to terminate this Lease as of the date of the condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of Lessee's receipt of written notice from Lessor detailing such condemnation or transfer in lieu of condemnation.

In the event of any such termination, all rights and obligations of the parties, which do not survive the termination of this Lease, shall cease as of the date of the condemnation.

If Lessee chooses not to terminate this Lease pursuant to this Paragraph 1.c, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises by Lessee, as determined in Lessee's sole discretion.

**d. Destruction of Premises**

Lessor will use reasonable efforts to provide notice to Lessee of any casualty or other harm affecting the Land within forty-eight (48) hours of the casualty or other harm; provided, however, in the event that Lessor is unable to provide notice to Lessee, then Lessor shall have a reasonable period of time to provide such notice. If the Premises or the Land is destroyed or damaged or condemned so as in Lessee's judgment, to hinder its effective use of Lessor's Property, Lessee may elect to terminate this Lease as of the date of the damage or destruction or condemnation by so notifying Lessor no more than ninety (90) days following receipt of written notice of such destruction, damage, or condemnation. In such event, all rights and obligations of the parties, which do not survive the termination of this Lease, shall cease as of the date this Lease is terminated. Upon such termination, Lessee will be entitled to collect all insurance proceeds, if any, payable to Lessee for the damage to or taking of Lessee's Facilities and to be reimbursed for any prepaid Rent on a pro rata basis. Lessor agrees to permit Lessee to place

temporary transmission and reception facilities on the Land, but only until such time, not to exceed nine (9) months, as Lessee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Lease, such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent.

**e. Repairs to Premises**

Within thirty (30) days following Lessee's receipt of written notice from Lessor, Lessee shall commence to repair any damage to the Premises or Land caused by the negligence or willful misconduct of Lessee, its employees, agents, contractors, subcontractors, or any other person or organization for whom Lessee is legally liable; Lessee shall diligently prosecute such repairs to completion so as to, and shall, restore substantially the conditions which existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

Notwithstanding the preceding sentence, within thirty (30) days following receipt of written notice from Lessor, Lessee shall also repair any damage caused by (1) use of the access roadway by Lessee, its employees, agents, contractors, subcontractors, or any other person or organization for whom Lessee is legally liable in excess of normal wear and tear where normal "wear and tear" includes that expected of and due to use of Lessee's vehicles suitable for use on public roadways, or (2) removal of Lessee Facilities; such repairs shall restore substantially the conditions which existed upon start of construction, reasonable wear and tear excepted, except that in removing Lessee Facilities, Lessee is not required to remove any underground facilities, including footings, foundation, concrete, or underground utilities.

Lessee shall not be required to make any repairs to the Premises except as described in this Paragraph 1.e or as may be required by Paragraphs 3.b, 5.a, 5.b, or 7.c.

**2. Term**

**a. Investigation and Testing Period**

This Lease shall be effective on the date of full execution hereof ("Effective Date"). The Investigation and Testing Period shall commence on the Effective Date and continue until the Commencement Date of the Initial Term as defined in Paragraph 2.b below.

**b. Initial Term**

The initial term of this Lease (the "Initial Term") shall be five (5) years, commencing with the latest to occur of the following (the "Commencement Date of the Initial Term"): (i) the issuance of all final and unappealable building permit necessary for Lessee to construct the Lessee Facilities (as defined in Paragraph 5 below) on the Premises, (ii) the expiration of thirty-five (35) days after the filing with Alameda County of a Notice of Exemption for this project without suit being filed, or (iii) if suit is filed, the issuance of a final judgment that is no longer subject to any further appellate review, which judgment upholds in all respects the approval of this Lease, the issuance of the building permit mentioned above, and the environmental documentation in support thereof and shall terminate on the fifth anniversary of the Commencement Date of the Initial Term ("Term") unless earlier terminated or renewed as provided herein. In the event that subdivision (i) of this paragraph is applicable, then within five (5) business days following the Commencement Date of the Initial Term, Lessee shall provide Lessor written notice confirming the Commencement Date of the Initial Term. In the event that either subdivision (ii) or subdivision (iii) of this paragraph is applicable, then Lessor shall provide Lessee written notice confirming the Commencement Date of the Initial Term. Notwithstanding the foregoing, the failure of

either party to provide the applicable written notice confirming the Commencement Date of the Initial Term pursuant to this Paragraph 2.b shall in no way alter the commencement of Lessee's obligation to pay to Lessor the Rent (as defined in Paragraph 4.b.i below) pursuant to the terms and conditions set forth in Paragraph 4.b.i below as of the date that the Commencement Date of the Initial Term actually occurs.

**c. Renewal Terms**

Lessee shall, subject to Lessor's rights under Paragraph 8.d, have the right to extend the Term for four (4) successive five (5) year periods (each a "Renewal Term") on the same terms and conditions as set forth herein, provided Lessee is not then in default of any covenant or obligation under this Lease beyond all applicable cure periods. This Lease shall automatically be extended for each successive Renewal Term unless Lessee elects to terminate this Lease under Paragraph 8.d or notifies Lessor in writing of its intention not to renew prior to commencement of the succeeding Renewal Term. Except for Rent, which is governed by Paragraph 4.b, each Renewal Term shall be on the same terms and conditions as set forth herein.

**3. Use**

**a. Investigation and Testing Period**

Beginning on the Effective Date and continuing until the Commencement Date of the Initial Term as defined in Paragraph 2.b above, Lessee shall be permitted to enter the Land only for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Lessee may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. Lessor and Lessee expressly acknowledge and agree that Lessee's access to the Land during this Investigation and Testing Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Lessee shall not be considered an operator of any portion of the Land, and, except as expressly provided in this Paragraph 3.a, shall have no control of any portion of the Land prior to the Commencement Date of the Initial Term.

**b. Initial and Renewal Terms**

Lessee shall obtain all permits necessary for its operation as contemplated herein prior to construction of the Lessee Facilities and Lessor agrees to cooperate, at Lessee's expense, with Lessee's application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

Lessee shall submit a copy of Lessee's construction drawings to Lessor for prior approval, which approval will not be unreasonably withheld, conditioned or delayed. Lessor shall give such approval or provide Lessee with its requests for changes within fifteen (15) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such fifteen (15) business day period, Lessor shall be deemed to have approved the plans.

Upon compliance with the preceding provisions of this Paragraph 3.b, Lessee may use the Premises for the provision of wireless communications services, including without limitation, the transmission, and reception of wireless communication signals on various frequencies (in compliance with Paragraph 6) and the installation, construction, operation, maintenance, repair, upgrade and replacement of such Lessee Facilities, all at Lessee's sole cost. In connection therewith, Lessee has the right to do all work necessary to prepare and maintain the Premises for Lessee Facilities (as defined in Paragraph 5 below) and to install utility lines and transmission lines connecting antennas to transmitters

and receivers and to utility connections. Lessee shall also have the right to perform such further Investigations and Tests as Lessee may deem necessary or desirable in connection thereto.

Lessee shall be solely responsible for compliance at its sole expense with any and all conditions required by the jurisdiction granting to Lessee a grading or building permit, including the installation and maintenance of any landscaping. Lessee shall also be solely responsible for the watering, pruning, replacement, or other maintenance of such landscaping installed on the Premises by Lessee. No irrigation system may be installed on the Premises without the express written consent of Lessor, any such consent not to be unreasonably withheld, conditioned or delayed. The installation, maintenance, and replacement of such landscape plantings by Lessee, if any, shall not interfere with Lessor's use of Lessor's Property.

Lessee may replace, repair, substitute, upgrade and expand the Lessee Facilities without Lessor's prior written consent only if the modifications do not result in (1) an increase in the footprint of the Premises leased to Lessee hereunder, as described in Paragraph 1.b above, (2) a material increase in the structural load on the Structure, or (3) materially and adversely affect the aesthetic appearance of the Lessee Facilities initially approved by Lessor hereunder, when viewed by the general public with the naked-eye from areas which are readily accessible to the general public at street level and in the immediate vicinity of the Premises. Notwithstanding the foregoing, Lessee shall have the right, without first obtaining Lessor's approval, to conduct any repair or replacement of its equipment with equipment that is of a "like-kind" or substantially similar in nature provided that, any such change shall not increase the structural load on the Structure or increase the footprint of the Premises leased to Lessee hereunder.

In the event that Lessee's activities would result in (1) an increase in the footprint of the Premises, (2) an increase in the structural load on the Structure or change in the location of the Antenna Space, or (3) a material and adverse affect to the aesthetic appearance of the Lessee Facilities initially approved by Lessor hereunder, when viewed by residents in the area or by the general public with the naked-eye from areas which are readily accessible to the general public at street level and in the immediate vicinity of the Premises, then Lessee shall first obtain Lessor's consent, any such consent not to be unreasonably withheld, conditioned or delayed. Lessor reserves the right to withhold its consent to any increase described in the preceding sentence if Lessor conclusively determines based on reasonable evidence that any such activities will interfere with Lessor's operation of the Land as an integral part of its water system. For those alterations or improvements requiring Lessor's reasonable approval, in no event shall Lessor condition any such approval on any increase in Rent or any other direct or indirect costs or fees to Lessee under this Lease; provided, however, that if, in its sole discretion, Lessor determines to consent to any increase described in the footprint of the Premises or the location of the Antenna Space or structural load on the Structure, Lessor may condition its consent on an increase in Rent in proportion to the increase in the footprint, or in the increase in the structural load or vertical height of the antennas or other Lessee Facilities.

### **c. Hazardous Materials**

Lessee shall not bring any hazardous materials onto the Premises except for those contained in its back-up power batteries (lead acid batteries) and common materials used in telecommunications operations, e.g. cleaning solvents. Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined in Paragraph 13.g below).

### **d. Compliance with Applicable Law**

Lessee agrees to comply with all applicable federal, state and local laws as they apply to use of the Premises, including but not limited to the State and Federal Endangered Species Act, the California

Environmental Quality Act, and any local county, city, or district ordinances and environmental commitments, any of which may change during the Term of this Lease.

**4. Rent and other Payments**

**a. Investigation and Testing Period**

Within forty-five (45) business days following the full execution and delivery hereof, Lessee shall make a one-time payment to Lessor in the amount of Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00) as reimbursement for administrative and other fees ("Administrative Fees") and expenses incurred in the review of this Lease and all supporting documentation. This Administrative Fee shall be non-refundable.

**b. Initial Term**

**i. Initial Rent**

Commencing on the first (1<sup>st</sup>) day of the month following the Commencement Date of the Initial Term Lessee shall pay Lessor, as rent, the sum of Two Thousand Four Hundred and 00/100 Dollars (\$2,400.00) per month ("Rent"). Rent shall thereafter be payable on the fifth (5<sup>th</sup>) day of each month, in advance, to Lessor at the address specified in Paragraph 13.e, Notice. Rent during any partial month shall be pro rated. The initial installment of Rent shall be forwarded by Lessee to Lessor within thirty (30) days following the Commencement Date of the Initial Term.

**ii. Annual Adjustment**

Rent shall be increased on each anniversary of the Commencement Date of the Initial Term by an amount equal to three percent (3%) of the Rent in effect for the previous year.

**c. [INTENTIONALLY OMITTED]**

**d. Rent Payable After Expiration or Termination**

If, following the expiration or termination of this Lease, Lessee remains in possession of the Premises without executing a new lease, Lessee shall, at Lessor's election, become a tenant on a month-to-month basis on the same terms and conditions of this Lease except for (1) the month-to-month duration of the tenancy, and (2) that Lessee shall pay monthly Rent in the amount of one-and one-half the amount that was payable during the immediately preceding month.

**5. Lessee Facilities; Utilities; Access**

**a. Lessee Facilities**

**i. Description of authorized activities and facilities**

Lessee has the right, subject to the procedures described herein, to construct, erect, maintain, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, a standby power generator and generator pad, supporting equipment and structures therefor ("Lessee Facilities").

**ii. Title and Right to Remove**

Lessee shall hold title to the Lessee Facilities and all of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove the Lessee Facilities at its sole expense during or after the Term or any Renewal Term of this Lease, and Lessee shall repair or promptly pay for the repair of any damage to the Premises caused by such removal in accordance with Paragraph 1.e.

**iii. Requirements concerning Lessee Facilities and Restoration of Premises**

All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall coordinate its construction activities with Lessor prior to commencement of same. Lessee shall be responsible for repairing and maintaining the Lessee Facilities in a proper operating and reasonably safe condition; provided, however, to the extent such repair or maintenance is required due to the negligent acts or omissions of Lessor, its agents or employees, Lessee shall have the right to restore any such damaged portion of the Premises to the condition which existed immediately prior thereto and Lessor shall reimburse Lessee for all reasonable costs incurred by Lessee to restore said damaged portion of the Premises, within thirty (30) days of receipt of an invoice accompanied by reasonable substantiation of any such cost or expense incurred by Lessee.

**iv. Obligation to Remove**

Within forty-five (45) days of the expiration or earlier termination of this Lease, Lessee shall remove the Lessee Facilities from the Land in accordance with Paragraph 1.e.

**b. Access**

Lessee, Lessee's employees, agents and contractors shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge on the conditions set forth in this Paragraph 5.b. In furtherance thereof, Lessor grants to Lessee, and Lessee's agents, employees, contractors, guests and invitees, a license for a non-exclusive right of way for pedestrian and vehicular ingress and egress across such paved roadways located on the Land, as may be described or depicted in Exhibit B, which license may not be separately revoked or terminated but shall expire following Lessee's completion of its removal and repair obligations in accordance with the terms and conditions set forth in Paragraph 1.e above.

**i. Notice to Lessor**

Except in the event of an emergency, Lessee shall provide Lessor with at least twenty-four (24) hours' notice, by telephone, prior to accessing the Premises. In the event of an emergency (which shall be conclusively deemed to include any failure of the Lessee Facilities), Lessee, Lessee's employees, agents or contractors shall call Lessor's designated contact number set forth in Paragraph 13.e below, before accessing the Premises. If Lessee is unsuccessful in speaking with Lessor's contact before arriving at the Premises, Lessee shall attempt to leave a message and Lessee shall contact Lessor's by calling Lessor's designated contact number as soon as reasonably practicable following said emergency access.

**ii. Maintenance of Access Roadways**

Lessor shall maintain in its usual and customary manner all access roadways described or depicted in Exhibit B from the nearest public roadway to the Premises in a manner reasonably sufficient

to allow pedestrian and vehicular access under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except to the extent that any damage is directly caused by Lessee's use of such roadways, reasonable wear and tear and other damage beyond Lessee's reasonable control excepted.

### **c. Utilities**

Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises, the location(s) of which shall be subject to Lessor's approval, which such approval shall not be unreasonably withheld, conditioned or delayed.

Lessee's utilities shall be initially located as depicted on Exhibit B, attached hereto, and Lessee shall have the right to place utilities on (or to bring utilities across) the Land in order to service the Premises and Lessee Facilities.

Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including a grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein.

Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company and shall only be for the duration of the Term or any Renewal Term of this Lease, and may not be separately revoked or terminated but shall expire upon the expiration or earlier termination of this Lease.

In the event any public utility is unable to construct Lessee's utilities in the location(s) reasonably approved by Lessor, Lessor hereby agrees to cooperate with Lessee and such public utility to find alternate locations on the Land, subject to Lessor's reasonable approval, for Lessee's utilities. Lessor acknowledges that it shall not be entitled to additional compensation in granting its approval of such alternate locations.

Such utilities shall not interfere with Lessor's primary use of the Premise as a water transmission facility.

Lessee shall pay for the utility services it uses in its operations at the rate charged by the servicing utility company. Lessee shall obtain separate utility service from any utility company that will provide separate service to the Premises. Lessee's utilities will have separate meters.

Lessee shall be solely responsible for providing any uninterrupted power supply, surge protection, or other equipment needed to serve and protect Lessee's Facilities. Lessor acknowledges that Lessee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. Lessor shall not be responsible for interference with, interruption of or failure of such electrical service, nor shall Lessor be responsible for any physical damages to Lessee's utility equipment, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors, or any special or consequential damages associated with a power outage, including without limitation lost revenue or other costs associated with any power outage. If an interruption in electrical service occurs for an extended period of time, in Lessee's reasonable determination, Lessor agrees to allow Lessee the right to bring in a temporary source of power for the duration of the interruption.



## **6. Interference with Communications**

### **a. Lessor's Use Paramount**

Lessee acknowledges that the primary use of the Land is as a water storage and transmission facility and that Lessor uses communications equipment, including but not limited to, a Supervisory Control and Data Acquisition (SCADA) system to operate and obtain information about the facility. It is the intent of the parties that Lessor's use of the Land, including without limitation, the communications and configurations, equipment and frequency lawfully used by Lessor, shall not be interfered with by Lessee's proposed operations or other activities conducted thereon. Lessee Facilities shall comply with and will be operated in compliance with all applicable Federal Communications Commission ("FCC") requirements, including without limitation all non-interference rules. In the event that Lessor reasonably and objectively determines that Lessee's Facilities are interfering with Lessor's operations, including Lessor's communications or other Lessor radio frequency operations at Lessor's Property that are operating within their respective frequencies and in accordance with all applicable laws and regulations, the Lessor shall have the right to declare Lessee in material default of this Lease which default notification shall include a description of the interference which Lessor has objectively determined is being caused by Lessee's Facilities, and Lessee shall endeavor to cause such interference to cease within seventy-two (72) hours after receipt of written notice of interference from Lessor. If such interference cannot be cured within such seventy-two (72) hour period, Lessee shall cease the operations suspected of causing such interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

### **b. Other telecommunication providers**

Lessee shall operate the Lessee Facilities in a manner that will not cause interference with the communications equipment of other lessees or licensees whose installations predate that of the Lessee Facilities and subject to the provisions of this Paragraph 6.b.

Lessee acknowledges that Lessor may lease other portions of the Land to other commercial telecommunications providers in the future and that the lease rights granted hereunder are not meant to exclude other such installations. Lessee shall cooperate in good faith to resolve interference issues arising between Lessee and of Lessor's future tenants on the Land. Lessee shall not be required to modify Lessee Facilities to prevent interference with any new equipment of any commercial telecommunications provider so long as Lessee operates Lessee Facilities within its authorized frequencies and in compliance with all applicable FCC rules and regulations.

Subsequent to the installation of the Lessee Facilities, Lessor will not permit its lessees or licensees to, install new equipment on or make any alterations to the Land or property contiguous thereto owned or controlled by Lessor, if such modifications interfere with Lessee's operations. In the event interference occurs, and such activity creating the interference occurs, Lessor agrees to require its lessees or licensees to use their best efforts to eliminate such interference in a reasonable time period. In the event that Lessor is unable to remedy such interference with reasonable efforts within seventy-two (72) hours after receipt of written notice from Lessee setting forth a description of the interference, then Lessor shall cause the uses which are suspected of causing interference to cease (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. If such interference has not ceased within the time period set forth in the preceding sentence, then thereafter, Lessee may pursue any and all remedies available to Lessee at law and/or in equity. Lessor's failure to comply with this paragraph shall be a material breach of this Lease.

Lessor shall include in any future lease, license or other right to use the Land, having been

executed or acquired after the full execution and delivery of this Lease, a provision requiring such future tenant to comply with all FCC rules and regulations and prohibiting such future tenant from interfering with the Lessee Facilities. Such provision shall set forth that in the event a future tenant interferes with Lessee's operations, such interference shall be deemed a material breach and the future tenant shall promptly terminate said interference or impediment to Lessee's operations, and that if the interference or impediment is not promptly eliminated, future tenant's lease or license may be terminated.

### **c. Other Radio Frequency Users**

Prior to or concurrent with the execution of this Lease, Lessor has provided or will provide Lessee with a list of radio frequency user(s) and frequencies used on the Land as of the date of the full execution and delivery of this Lease. Lessee warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Land, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

Lessor will not grant, after the date of this Lease, a lease, license or any other right to any third party, if the exercise of such grant would adversely affect or interfere with the Lessee Facilities, the operations of Lessee or the rights of Lessee under this Lease. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate communications equipment on the Land.

For the purposes of this Lease, "interference" may include, but is not limited to, any use on the Land that causes electronic or physical obstruction with, or degradation of, the communications signals from the Lessee Facilities. Lessor's communications equipment, including but not limited to, a Supervisory Control and Data Acquisition (SCADA) system to operate and obtain information about the facility, and pre-existing facilities are expressly excluded from the scope of the two sentences that follow. In general, the parties agree that the physical location within one hundred thirty feet (130') of the Lessee Facilities of another communications facility operating in the 700 MHz to 2500 MHz frequency range will most likely cause interference and, accordingly, Lessor will not allow such future uses within this distance from Lessee's location without the prior written consent of Lessee. Lessee acknowledges that its grant does not exclude other communication facilities on the Land (other than the Premises and a one hundred thirty foot (130') radius from the Premises) and Lessee agrees to reasonably cooperate with Lessor and other potential communication facility operators as to their proposed operations not inconsistent with this Lease.

## **7. Assignment, Subletting, and Financing Arrangements**

### **a. Assignment**

Lessee may sell, assign, or transfer its interest under this Lease, in whole or part, without any approval or consent of Lessor only to (i) any Affiliate of Lessee; or (ii) to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Land is located. Upon written notification to Lessor of such assignment, transfer or sale, and a written assumption of the portion of the Lease being sold, assigned, or transferred duly executed by the buyer, assignee and/or transferee, are both provided to Lessor no later than thirty (30) business days after the execution of the written assumption, Lessee will be relieved of all future performance, liabilities and obligations under this Lease. Lessee may not otherwise assign this Lease without Lessor's consent, Lessor's consent not to be unreasonably withheld, conditioned or delayed. "Affiliate" means with respect to a party to this Lease, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by

contract, by agency or as demonstrated by written materials.

Lessor may sell, assign or transfer this Lease, which assignment may be evidenced by written notice to Lessee within a reasonable period of time thereafter, provided that the assignee assumes all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 7.c, "Financing Arrangements", below; provided, however, that except in furtherance of a Financing Arrangement made by Lessor, Lessor shall not separately assign, sell or otherwise transfer its rights to receive Rent or other income under this Lease independent of the assignment, sale or other transfer of its rights under this Lease.

**b. Subletting**

Lessee shall have the right, to sublease the Premises and its rights herein to any Affiliate of Lessee, in whole or in part, only for incidental use. No other subleasing is allowed without compensation and approval of Lessor which approval will not unreasonably be withheld, conditioned or delayed. Any subleasing, whether to any Affiliate of Lessee as defined in Paragraph 7.a above or pursuant to a sublease reasonably approved by Lessor, shall be subject and subordinate to this Agreement. Any such sublessees shall be responsible for obtaining and maintaining any permits applicable and necessary for their respective use of the Premises.

**c. Financing Arrangements**

Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities.

In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and, (iii) agrees that Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without Lessor's consent and without recourse or legal proceedings on condition that Lessee promptly repair all damage resulting from such removal in accordance with Paragraph 1.e.

Lessor waives any lien rights it may have concerning the Lessee Facilities.

**8. Termination**

**a. During Investigation and Testing Period**

During the Investigation and Testing Period, Lessee shall have the right to terminate this Lease without penalty upon written notice to Lessor delivered not less than thirty (30) days' prior to the Commencement Date of the Initial Term if: (1) Lessee reasonably determines that the Premises are not appropriate for Lessee's intended use, or (2) Lessee does not obtain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities, or (3) Lessee decides, for any other reason, or no reason, not to extend its tenancy of the Premises into the Initial Term.

**b. For Cause During Initial and Renewal Terms****i. Default**

This Lease may be terminated without further liability (other than for failing to carry out its obligations as set forth in Paragraphs 1.e, 3.c, 5.a, 5.b, 9.b, 10, and 11) on thirty (30) days prior written notice by either party upon a default of any covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default, except that this Lease shall not be terminated if the default cannot reasonably be cured within such forty-five (45) day period and the defaulting party has commenced to cure the default within such forty-five (45) day period and diligently pursues the cure to completion. Notwithstanding the preceding sentence, the cure period for (i) any monetary default is thirty (30) days from receipt of written notice, or (ii) any failure or refusal by Lessee to remedy the disturbance or interference, or to cease operations suspected of causing interference (except for intermittent testing to determine the cause of such interference), within seventy-two (72) hours after receipt of written notice of such disturbance or interference from Lessor in accordance with Paragraph 8(b)(v) below is fifteen (15) days following the expiration of the seventy-two (72) hour period. Delay in curing a default will be excused for the duration of the delay, but only if the delay is due to causes beyond the reasonable control of a party, and which causes the non-performing party could not have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch.

**ii. Non-renewal of license, permit or other approval**

This Lease may be terminated by Lessee without further liability on thirty (30) days prior written notice if Lessee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Lessee Facilities as now or hereafter intended by Lessee; or if Lessee determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable.

This Lease may be terminated by Lessee without further liability on thirty (30) days prior written notice if Lessee is unable to use the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies. This Paragraph 8.b.ii shall not in any way affect Lessee's obligations under Paragraphs 1.e, 3.c, 5.a, 5.b, 9.b, 10, and 11.

**iii. Presence of Hazardous Materials**

This Lease may be terminated without further liability on thirty (30) days prior written notice by either party if any environmental report for the Land reveals the presence of any Hazardous Material caused or permitted by the other party. This Paragraph 8.b.iii shall not in any way affect Lessee's obligations under Paragraphs 1.e, 5.a, 5.b, 9.b, 10, and 11.

**iv. Premises become technologically inappropriate**

This Lease may be terminated by Lessee without further liability on thirty (30) days prior written notice by Lessee if (1) Lessee reasonably determines that the Premises are no longer appropriate for its operations for environmental or technological reasons, including without limitation, signal strength or interference, or (2) the use of wireless, cellular, radio equipment or radio frequencies by Lessor's employees or by any other commercial telecommunications providers located thereon renders the Premises unsuitable for Lessee's operations in the reasonable opinion of Lessee ("Impediment"), and Lessor is unable to remedy the Impediment with reasonable efforts after written notice from Lessee setting forth a description of the Impediment. This Paragraph 8.b.iv shall not in any way affect Lessee's obligations under Paragraphs 1.e, 3.c, 5.a, 5.b, 9.b, 10, and 11.

**v. Interference with Lessor's Operations**

If Lessee's Facilities disturb or interfere with Lessor's paramount operations of providing water services (including without limitation, the communications and configurations, equipment and frequency used by Lessor in accordance with applicable laws, or Lessor's operations as the same exist on Lessor's Property on or after the Commencement Date of the Initial Term and continuing throughout the Term of this Lease) Lessee shall cause such interference to cease within seventy-two (72) hours after receipt of written notice of such disturbance or interference from Lessor. Said written notice shall contain the following text in bold: **"LESSEE SHALL CEASE OPERATION OF THE PORTION OF LESSEE'S EQUIPMENT WHICH IS SUSPECTED OF CAUSING INTERFERENCE WITHIN SEVENTY-TWO (72) HOURS AFTER RECEIPT OF THIS WRITTEN NOTICE. FAILURE TO DO SO WILL RESULT IN THE LEASE BEING TERMINATED WITHOUT FURTHER NOTICE 15 DAYS LATER. NO ADDITIONAL TIME TO CURE WILL BE ALLOWED."** If, Lessee is unable or unwilling to remedy the disturbance or interference within such seventy-two (72) hour period, Lessee shall cease the operations suspected of causing such interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected to reasonable satisfaction of Lessor. In the event that Lessee fails to remedy the disturbance or interference, or fails to cease any such operations suspected of causing such interference, within seventy-two (72) hours following Lessee's receipt of proper written notice from Lessor, then Lessor shall have the right to terminate this Lease fifteen (15) days later pursuant to the terms and conditions of Paragraph 8(b)(i) above. This Paragraph 8.b.v shall not in any way affect Lessee's obligations under Paragraphs 1.e, 3.c, 5.a, 5.b, 9.b, 10, and 11.

**c. [INTENTIONALLY OMITTED]**

**d. Termination for Convenience**

At any time after commencement of the third (3rd) year of the third (3rd) Renewal Term, Lessor may elect to terminate this Lease for any reason or for no reason provided that Lessor must provide at least three (3) years' advance written notice delivered by Lessor to Lessee after the commencement of the third (3rd) year of the third (3rd) Renewal Term.

This Lease may be terminated by Lessee without further liability on thirty (30) days prior written notice by Lessee if for any reason or no reason, so long as Lessee pays Lessor a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of a termination of this Lease by Lessee under any termination provision contained in any other Section of this Lease.

**e. Survival of Certain Provisions after Termination**

The duties described in Paragraphs 1.e, 3.c, 5.a, 5.b, 9.b, 10, and 11 shall apply as of the Effective Date of this Lease and survive the termination of this Lease. Other terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease, including without limitation this Paragraph 8.e, will so survive.

**9. Insurance and Indemnification**

**a. Insurance**

Lessee, at its sole cost and expense, shall procure and maintain in full force and effect, at all times

during the Investigation and Testing Period, the Initial Term, any Renewal Term, and when holding over, the following policies of insurance:

i. **Commercial General Liability** insurance which shall be written on an ISO approved occurrence form (or an equivalent thereof) and shall include coverage for blanket contractual liability, products and completed operations, independent contractors, explosion, collapse, underground hazards, , bodily injury, personal injury, and broad form property damage, with a combined single limit of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate and excess liability coverage in the form of an umbrella policy of Four Million and 00/100 Dollars (\$4,000,000.00) per occurrence and Eight Million and 00/100 Dollars (\$8,000,000.00) in the aggregate. Lessee may use any combination of primary and excess to meet required total limits. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein.

ii. **Commercial Automobile Liability** insurance shall be written on ISO approved occurrence form (or an equivalent thereof) provide coverage for "any auto" (owned, not owned, or hired, licensed or unlicensed for road use) with combined single limits of liability of One Million Dollars (\$1,000,000.00) per accident.

iii. **Workers' Compensation** insurance in the amounts and with the coverage as required under the California Labor Code. Such coverage shall include a waiver of subrogation by insurers against DSRSD to the fullest extent allowed by law.

iv. **Employer's Liability** insurance shall provide coverage for bodily injury or disease, including death, to any of its employees with limits of liability of One Million Dollars (\$1,000,000.00) per accident or occurrence.

All insurance policies required to be maintained by Lessee hereunder shall be with responsible insurance companies, eligible to do business in the State of California with a rating of not less than A minus, FSC VII from AM Best and Company, and except for worker's compensation, shall include Lessor, its officers, directors, agents, employees and volunteers as additional insureds, as their interest may appear. Lessor's additional insured status shall not extend to claims for which coverage is prohibited by law or otherwise expand coverage beyond that specified above.

Lessee shall assume all risk of, and be solely liable for, loss or damage to Lessee's Facilities, and to equipment to be used under the terms of this Lease.

Lessee shall provide thirty (30) days prior written notice to Lessor of any cancellation or non-renewal of any required coverage that is not replaced.

Lessee shall furnish Lessor with the Certificates for all required insurance within thirty (30) days following the Effective Date.

Notwithstanding the forgoing, Lessee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Lease provided that (a) Lessee maintains sufficient capital reserves approved annually by Ernst & Young or any successor auditing company, and (b) Lessee uses an independent third party administrator to manage all claims. In the event Lessee elects to self-insure its obligation under this Lease to include Lessor as an additional insured, the following conditions apply:

i. Lessor shall promptly and no later than thirty (30) days after notice thereof

provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

ii. Lessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and

iii. Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

Lessee shall be responsible for requiring insurance coverage from its contractors and consultants while working on the Premises pursuant to this Lease. Lessee and Lessor shall determine the reasonable amount and adequacy of such coverage. Within thirty (30) days after the Effective Date, Lessee shall submit to Lessor for its information either a Certificate of Insurance or a list of the insurance coverage provided by each contractor and consultant working on the Premises pursuant to this Lease, including the amount of such coverages and the insurers. Lessee shall require and endeavor to verify that all contractors and consultants while working hereunder maintain insurance coverage with reasonable and prudent limits commensurate with the risk involved in their respective work, and Lessee shall ensure that Lessor its officers, directors, agents, employees, and volunteers are additional insureds on insurance thus required of its contractors and consultants.

If Lessee fails to maintain the required insurance in full force and effect at any time during the Term or any Renewal Term, all use of the Premises under this Lease shall be discontinued beginning thirty (30) days after notification that any policy of insurance has lapsed, been cancelled or not renewed unless and until Lessee procures the required insurance. Any failure to maintain the required insurance for more than thirty (30) days shall be sufficient cause for Lessor to terminate this Lease.

Neither party nor any of its affiliates shall be liable for the payment of any premium or assessment due under the other party's insurance policies. In the event of insurance cancellation, Lessor reserves the right at its sole election to purchase insurance or insure (or self-insure) for the above required coverage, at Lessee's full expense.

The procuring of the above-mentioned policies of insurance shall not be construed as limitation in any respect on Lessee's obligations of indemnification herein.

### **b. Indemnification**

Lessor and Lessee shall each indemnify, defend and hold the other party (including Lessor's governing Board of Directors, other boards, commissions, committees, officers, employees and agents) harmless from and against all claims, demands, losses, judgments, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, expert witness fees, costs and expenses) (collectively "Losses") to the extent arising from the indemnifying party's breach of any term or condition of this Lease or from the negligence or willful misconduct of the indemnifying party's agents, employees or contractors in or about the Land.

In addition to and without limitation by the preceding provisions of Paragraph 9.b, Lessor and Lessee shall each indemnify, defend and hold the other harmless from and against all Losses arising from (i) any breach of any representation or warranty made in Paragraph 1.b, whichever is applicable, by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Lessee, from operations in or about the Land by Lessee or Lessee's agents, employees or contractors, or in the case of Lessor, from the ownership or control of, or operations in or about, the Land by Lessor or Lessor's predecessors in interest, and their respective agents, employees, contractors, lessees, guests or other parties.

## **10. Taxes or Assessments on Possessory Interest**

Lessor is currently exempt from real property taxation. Lessee acknowledges that its interest created under this Lease may create a possessory interest subject to taxation and that Lessee may be subject to payment of possessory taxes levied on the interest created herein.

Lessee shall be liable for, and shall pay before delinquency, all taxes and assessments (real and personal) levied against (a) any personal property or trade fixtures placed by Lessee in or about the Premises (including any increase in the assessed value of the Premises based upon the value of any such personal property or trade fixtures); (b) any Lessee Improvements or alterations in the Premises (whether installed and/or paid for by Lessor or Lessee); and (c) taxes or assessments levied against the Land solely attributable to the presence of Lessee's improvements on the Land.

Lessor shall timely notify Lessee of any such taxes and/or assessments, thereby ensuring Lessee's ability to contest any improper tax or assessment with the applicable appeal period. If any such taxes or assessments are levied against Lessor or Lessor's property, Lessor may, after timely written notice to Lessee (and under proper protest if requested by Lessee) pay such taxes and assessments, and Lessee shall reimburse Lessor therefor within thirty (30) business days after demand by Lessor; provided, however, Lessee, at its sole cost and expense, shall have the right, with Lessor's cooperation, to bring suit in any court of competent jurisdiction to recover from the agency levying the taxes or assessments the amount of any such taxes and assessments so paid under this Paragraph 10.

## **11. Mechanic's Liens**

Lessee will not subject the Land to any mechanic's lien or any other lien whatsoever. If any mechanic's lien or other lien, charge or order for payment of money is filed as a result of the act or omission of Lessee, Lessee will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("Secured") within sixty (60) days after notice from Lessor thereof. If Lessee fails to cause the lien or encumbrance to be Secured within the sixty (60) day period, then Lessor will be entitled at Lessee's expense to have such lien bonded around, and Lessee shall reimburse Lessor for the cost of such bond plus an additional administrative fee of Ten Percent (10%) of Lessor's actual cost of the bond.

Lessee shall have the right to contest the validity, nature or amount of any such lien; provided that, upon the final determination of said questions, Lessee shall immediately pay any adverse judgment rendered, including all proper costs and charges, and shall release said lien at its expense. If Lessee desires to contest any such lien, then Lessee shall furnish Lessor with a bond, if requested, to secure the payment of such obligation prior to commencing such contest.

Lessor shall notify Lessee in writing, in the event that Lessor is notified of any materials supplied or work, labor or services performed (collectively "Work") related to the installation, modification or repair of the Lessee Facilities, which Work could subject the Land to any of the above-mentioned lien attachments.

**12. Underground Service Alert.** Lessee must contact the Underground Service Alert (Telephone (800) 227-2600) at least two (2) working days prior to any excavation work at Lessor's Property to identify any buried utilities within the proposed excavation area. Lessee shall respond to all Underground Service Alert requests for information with respect to Lessor's Property in connection with installing its facilities and register the utilities with Underground Service Alert.



**13. Miscellaneous**

**a. Interpretation of this Lease**

This Lease shall be governed by the laws of the State of California.

There shall be no presumption against any party on the ground that such party was responsible for preparing this Lease or any part hereof because all of the parties have participated in preparing this Lease.

The captions and headings in this Lease are for convenience only and in no way expand or contract the scope or intent of any provision of this Lease.

If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Notwithstanding the foregoing, each provision of this Lease shall be interpreted by the parties and any court of jurisdiction, to the extent possible, in such a manner that such provision shall be deemed to be valid and enforceable, and such court shall have the right to make such modifications to any provision of this Lease as do not materially affect the rights or obligations of the parties hereto under this Lease as may be necessary in order for such provision to be valid and enforceable.

**b. Integration and Authority**

This Lease, including all Exhibits annexed hereto, constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. This Lease is the result of good faith negotiations entered into by the parties willingly, with due diligence, and with full advice of legal counsel.

Any amendments to this Lease must be in writing and executed by both parties.

Notwithstanding the foregoing, this Lease and any Amendment thereto may be executed in duplicate counterparts, each of which shall be deemed an original. Lessor and Lessee each warrant that it is duly organized, validly existing and in good standing and it has full right, power, and authority to enter into this Lease, and that its signatory, as set forth below, has been duly authorized to bind it to this Lease. Lessee has attached certified copies of corporate resolutions memorializing such authority.

**c. Relationship of the Parties**

Nothing in this Lease shall create a joint venture, partnership or principal-agent relationship between or among any of the parties.

This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably delay, condition, or withhold its approval or consent.

The waiver of any breach of this Lease shall not constitute a continuing waiver or waiver of any subsequent breach of any provision of this Lease, unless otherwise provided for herein.

**d. Further Documentation**

Each of the parties agrees to execute, and deliver to the other parties, such documents and instruments, and take such actions, as may reasonably be required to effectuate the terms and conditions of this Lease; provided, however, such covenant shall not have the effect of increasing the obligations of any party pursuant to this Lease or require any representations and warranties by any party in addition to those of such party set forth herein.

Either party may require that a Memorandum of Lease be recorded in the form of Exhibit C, attached hereto and incorporated herein by this reference. Each party agrees to execute and acknowledge a Memorandum of Lease in said form, and that such Memorandum of Lease be recorded in the official records of the County in which the Land is located.

Lessor agrees to obtain and deliver to Lessee an executed and acknowledged non-disturbance and attornment instrument, in a recordable form reasonably acceptable to both parties, for each mortgage or deed of trust encumbering the Land.

Lessor agrees to fully cooperate with Lessee to obtain information and documentation clearing any outstanding title issues that could adversely affect Lessee's interest in the Premises created by this Lease.

**e. Notice**

**i. Formal Notice**

Any notice or demand required to be given herein shall be made by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered, to the address of the respective parties set forth below:

**Lessor**

Dublin San Ramon Services District  
7051 Dublin Boulevard,  
Dublin, CA 94568  
Attn: Financial Svcs. Supv.

Phone: (925) 828-0515

**Lessee**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: CCU0766  
Search Ring Name: Pleasanton/Shannon Park  
Cell Site Name: Pleasanton/Shannon Park (CA)  
FA #: 10151837  
575 Morosgo Drive NE  
Suite 13F, West Tower  
Atlanta, GA 30324

With a Required Copy to:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Dept – Network Operations  
Re: Cell Site #: CCU0766  
Search Ring Name: Pleasanton/Shannon Park  
Cell Site Name: Pleasanton/Shannon Park (CA)  
FA #: 10151837  
208 S. Akard Street  
Dallas, TX 75202

**ii. Routine Telephone Notification**

**Lessor**

Attn: Field Operations Supv.  
Phone: (925) 875-2367

**iii. Emergency Telephone Notification**

**Lessor**

Attn: Field Operations Supv.  
Cell Phone: (925) 570-8916

**f. Dispute Avoidance and Resolution**

All aspects of performance of this Lease will be undertaken in good faith and each party agrees to refrain from doing anything (1) to injure the right of each other Party to receive the benefits of this Lease, or (2) to frustrate the purpose for which this Lease was executed. Each Party further agrees that in the event any unanticipated issue, situation or problem arises, they will meet and confer in furtherance of the implied covenant of good faith and fair dealing in order to find a mutually acceptable solution.

The parties shall make good faith efforts to resolve all claims and disputes related to this Lease at the lowest possible cost. Unless the parties agree upon an alternative forum of dispute resolution, any litigation concerning claims and disputes related to this Lease shall be filed in and timely prosecuted to conclusion in the Superior Court in and for the County in which the Land is located, and each party hereby waives its right to move to change venue.

Each Party shall at all times bear its own costs and attorneys' fees.

**g. Definitions**

"Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

"Environmental Law" means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

Despite all the preceding provisions of, the legal effectiveness of this Lease is contingent on the completion of the City's permitting of the Lessee Facilities. Lessor retains full discretion to disapprove this Lease or to revise this Lease as necessary to implement any feasible mitigation measures or alternatives necessary to avoid or reduce any significant effects as may be identified in the course of

## Exhibit A

City's CEQA review conducted in connection with its consideration of land use approvals for the Lessee Facilities as the permitting agency, and Lessor will reasonably cooperate with the City regarding the implementation of any feasible mitigation measures, mitigation monitoring or alternatives adopted in connection with the City's CEQA review. If any third party brings a legal challenge to this Lease based on CEQA or another theory alleging damage or loss to surrounding property, Lessee shall undertake the defense thereof at its sole expense, and shall indemnify, defend, and hold harmless Lessor, and its officers, employees, and agents, from any cost or expense, including attorney's fees, and costs incurred therein.

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the date of the last signature below.

LESSOR:

Dublin San Ramon Services District

By: \_\_\_\_\_  
Name Bert Michalczyk  
Title: General Manager  
Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Nancy G. Hatfield, District Secretary

LESSEE:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSOR ACKNOWLEDGMENT**

State of California )  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**LESSEE ACKNOWLEDGMENT**

State of California )  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**

to the Lease dated \_\_\_\_\_, 201\_\_, by and between DUBLIN SAN RAMON SERVICES DISTRICT, as Lessor, and New Cingular Wireless PCS, LLC, as Lessee.

**DESCRIPTION OF LAND**

The Land is described and/or depicted as follows (metes and bounds description):

APN: 941-2751-018

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO



PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AT&T MOBILITY IS STRICTLY PROHIBITED.

CONSULTANT

CAL VADA SURVEYING, INC.

411 Jenks Cir., Suite 205, Corona, CA 92680  
Phone: 951-280-9880 Fax: 951-280-9746  
Toll Free: 800-CALVADA www.calvada.com  
JOB NO. 13491

PREPARED FOR



4430 Rosewood Drive  
Pleasanton, California 94588

APPROVALS

R.F.	DATE
SAC AND ZONING	DATE
CM	DATE
AT&T CM	DATE
OWNER APPROVAL	DATE

PROJECT NAME

RHODE WATER TANK

PROJECT NUMBER  
CCU0766

8208 RHODA AVENUE  
DUBLIN, CA 94568  
ALAMEDA COUNTY

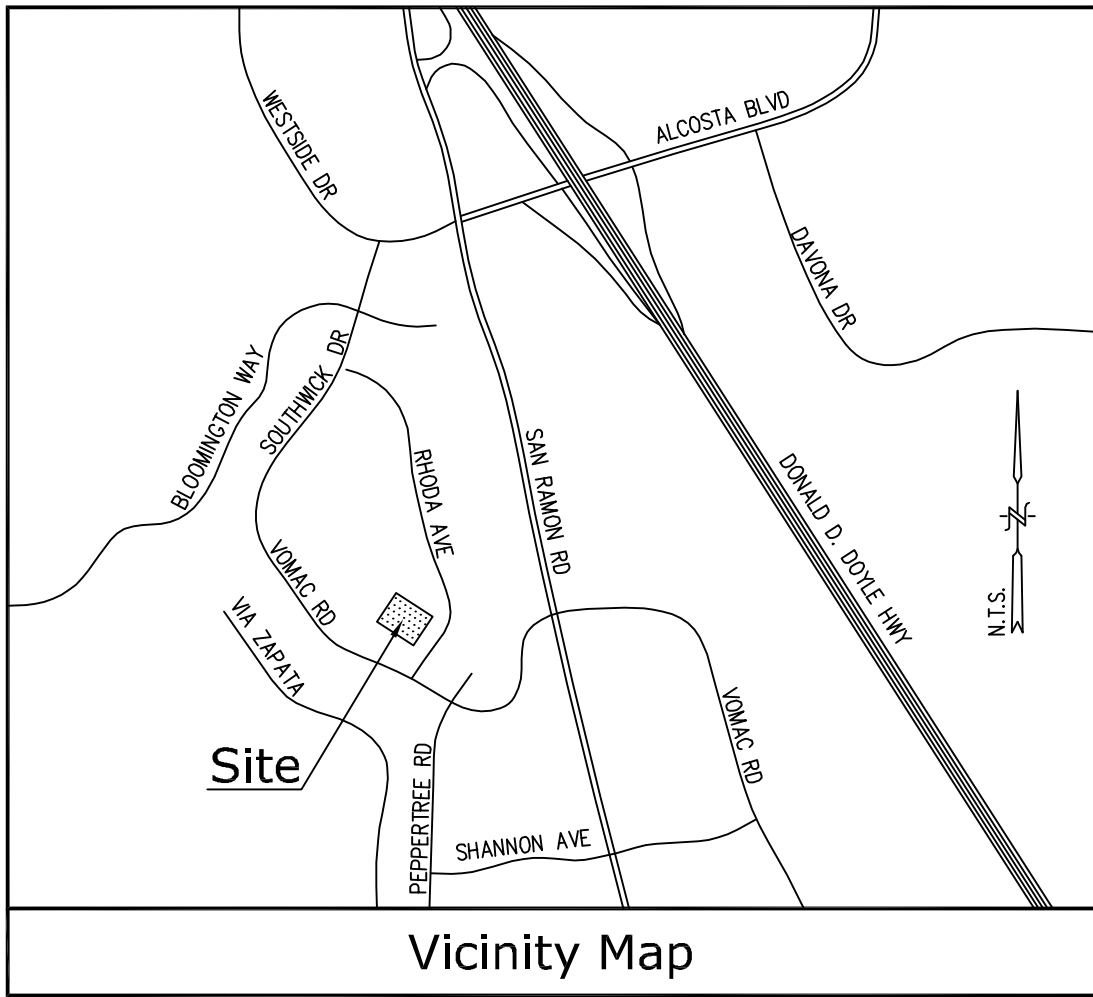
DATE	DESCRIPTION	BY
7/12/13	SUBMITTAL	AV

SHEET TITLE

TOPOGRAPHIC SURVEY

C-1

SHEET 1 OF 1



Title Report

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.

PREPARED BY:  
ORDER NO.:  
DATED:

Legal Description

BEGINNING AT A POINT ON THE WESTERN LINE OF THE 9.212 ACRES TRACT OF LAND DESCRIBED IN THE DEED BY CHARLES A. GALE, ET AL, TO STATE OF CALIFORNIA, DATED JULY 14, 1955, RECORDED DECEMBER 8, 1955, IN BOOK 7869 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 425 (AK/134140), DISTANT THEREON SOUTH 15° 28' 18" EAST 287.66 FEET FROM THE SOUTHEASTERN CORNER OF THE PARCEL OF LAND CONVEYED BY ROBERT A. CONYES TO GEORGE HOWARD PETERSON AND MARION G. PETERSON, DATED MARCH 6, 1953, RECORDED MARCH 12, 1953, IN BOOK 6971 OF SAID OFFICIAL RECORDS, PAGE 263, (AH/21736); RUN THENCE SOUTH 36° 31' 41" WEST 388.15 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; RUNNING THENCE FROM SAID ACTUAL POINT OF BEGINNING, SOUTH 36° 31' 41" WEST 246 FEET; THENCE NORTH 53° 28' 18" WEST 188 FEET; THENCE NORTH 36° 31' 41" EAST 246 FEET; THENCE SOUTH 53° 28' 19" EAST 188 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel No.

941-2751-18

Easements

NOT AVAILABLE

Access Easement/Lease Area

TO BE DETERMINED

Geographic Coordinates

TO BE DETERMINED

1983 DATUM: LATITUDE XX° XX' XX.XX"N LONGITUDE XXX° XX' XX.XX"W  
ELEVATION = XXX.X FEET ABOVE MEAN SEA LEVEL

CERTIFICATION:  
THE LATITUDE AND LONGITUDE SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 15 FEET HORIZONTALLY AND THE ELEVATIONS SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 3 FEET VERTICALLY. THE HORIZONTAL DATUM (GEOGRAPHIC COORDINATES) IS IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND IS EXPRESSED IN DEGREES (°), MINUTES (') AND SECONDS ("). TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (ELEVATIONS) IS IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND IS DETERMINED TO THE NEAREST TENTH OF A FOOT.

Basis of Bearings

THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 3.

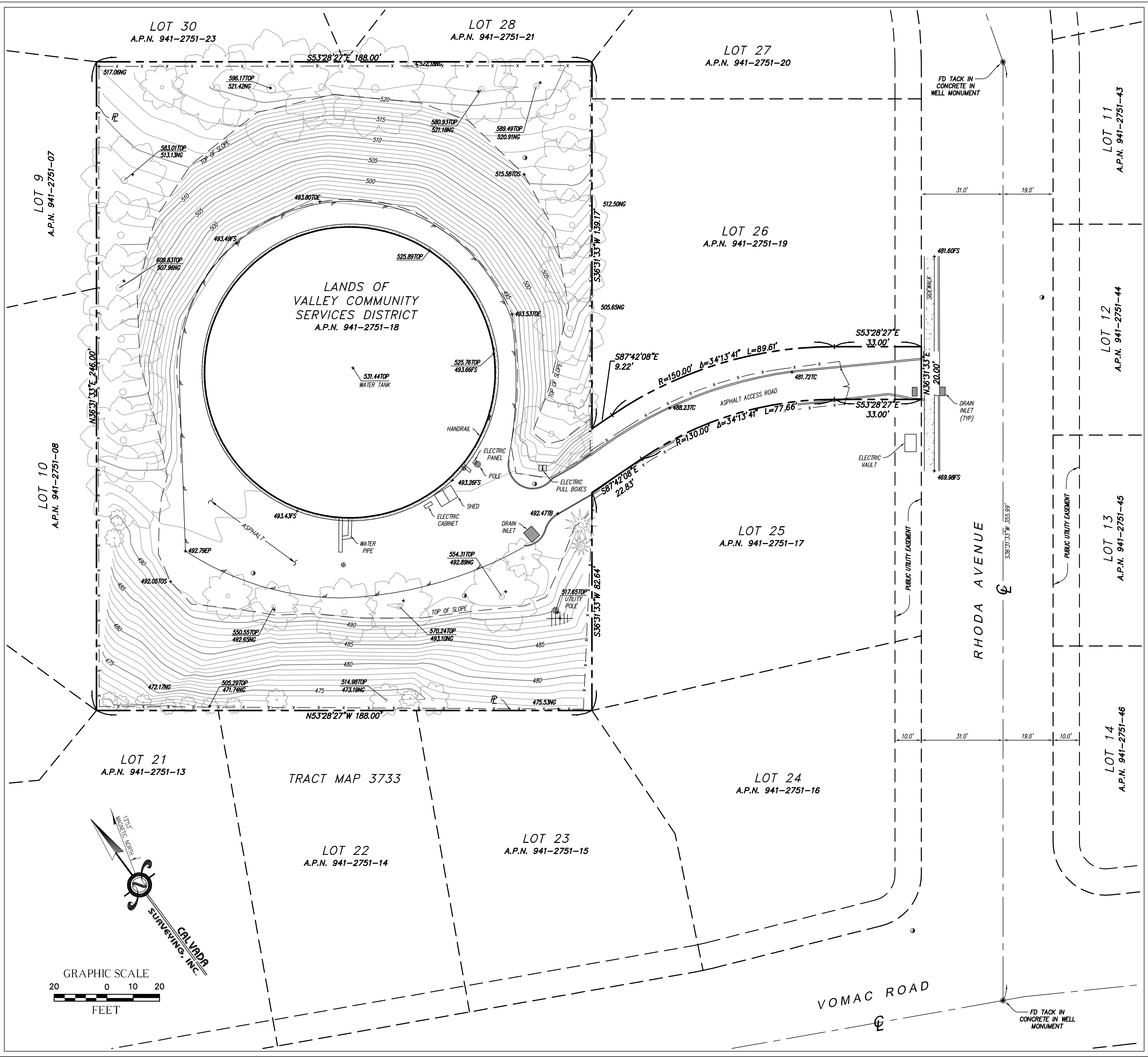
Bench Mark

THE CALIFORNIA SPATIAL REFERENCE CENTER C.O.R.S "P229", ELEVATION = 1056.76 FEET (NAVD 88).

Date of Survey

JULY 11, 2013

Legend	
FS FINISH SURFACE	SLOPE
NG NATURAL GROUND	CHAIN LINK FENCE
TOP TOP OF STRUCTURE	GEODETIC COORDINATES
EP EDGE OF PAVEMENT	PROPERTY LINE
TC TOP OF CURB	EDGE OF PAVEMENT
TOE TOE OF SLOPE	GATE
TOS TOP OF SLOPE	FOUND MONUMENT
TB TOP OF BERM	LATITUDE-LONGITUDE
SC SURVEY CONTROL POINT	COORDINATE
CP CONCRETE PAVEMENT	CENTER LINE
UP UTILITY WOOD POLE	CONTROL POINT
PP POWER POLE	WATER VALVE
PL PROPERTY LINE	TV ANTENNA
TR TREE	TREE PINE



## **EXHIBIT B**

to the Lease dated \_\_\_\_\_, 201\_\_, by and between DUBLIN SAN RAMON SERVICES DISTRICT, as Lessor, and New Cingular Wireless PCS, LLC, as Lessee.

### **DESCRIPTION OF PREMISES**

The Premises is described and/or depicted as follows (metes and bounds description):

A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO

#### **Notes:**

1. Lessee may replace this Exhibit with a survey of the Premises once Lessee receives it.
2. The Premises shall be setback from the Land's boundaries as would be required by the applicable governmental authorities as if zoning and building ordinances applied thereto .
3. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
4. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.





## EXHIBIT C

### **Recording Requested By & When Recorded Return To:**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
575 Morosgo Drive NE  
Suite 13F, West Tower  
Atlanta, GA 30324

**APN: 941-2751-018**

---

(Space Above This Line For Recorder's Use Only)

Cell Site #: CCU0766  
Search Ring Name: Pleasanton/Shannon Park  
Cell Site Name: Pleasanton/Shannon Park (CA)  
Fixed Asset #: 10151837  
State: California  
County: Alameda

### **MEMORANDUM OF TELECOMMUNICATIONS SITE LEASE AGREEMENT**

This MEMORANDUM OF LEASE is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by DUBLIN SAN RAMON SERVICES DISTRICT, a local governmental agency in the State of California, with an address at 7051 Dublin Boulevard, Dublin, CA 94568 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a Telecommunications Site Lease Agreement ("**Lease**") dated as of \_\_\_\_\_, 201\_\_, effective upon full execution of the parties ("**Effective Date**") for Lessee to undertake certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Lease.
2. The Initial Term of the Lease is for five (5) years commencing on the "**Commencement Date of the Initial Term**" as defined in paragraph 2.b of the Lease, and terminating on the fifth anniversary thereof with four (4) successive five (5) year options to renew, subject to the provisions for early termination in Paragraph 8 of the Lease.
3. The Land that is the subject of the Lease is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee and all necessary access and utility easements (the "**Premises**") are set forth in the Lease. The Lease provides that the "easements" described therein shall not be separately revocable or terminable but shall expire upon the expiration or earlier termination of this Lease.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first written above.

LESSOR:

Dublin San Ramon Services District,  
a local governmental agency in the State of California

By: \_\_\_\_\_  
Bert Michalczyk  
Its: General Manager  
Date: \_\_\_\_\_, 201\_\_

LESSEE:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 201\_\_

**[ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]**

## LESSOR ACKNOWLEDGMENT

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## LESSEE ACKNOWLEDGMENT

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**

**DESCRIPTION OF PREMISES**

Page 1 of \_\_\_\_

to the Memorandum of Lease dated \_\_\_\_\_, 201\_\_, by and between Dublin San Ramon Services District, a local governmental agency in the State of California , as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

**The Property is legally described as follows:**

WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

**The Premises are described and/or depicted as follows:**

[One (1) page drawing acceptable for recording in Alameda County to be attached]

PLEASANTON - SHANNON PARK  
CCU0766 FA:10151837  
9208 PLUCKA AVENUE

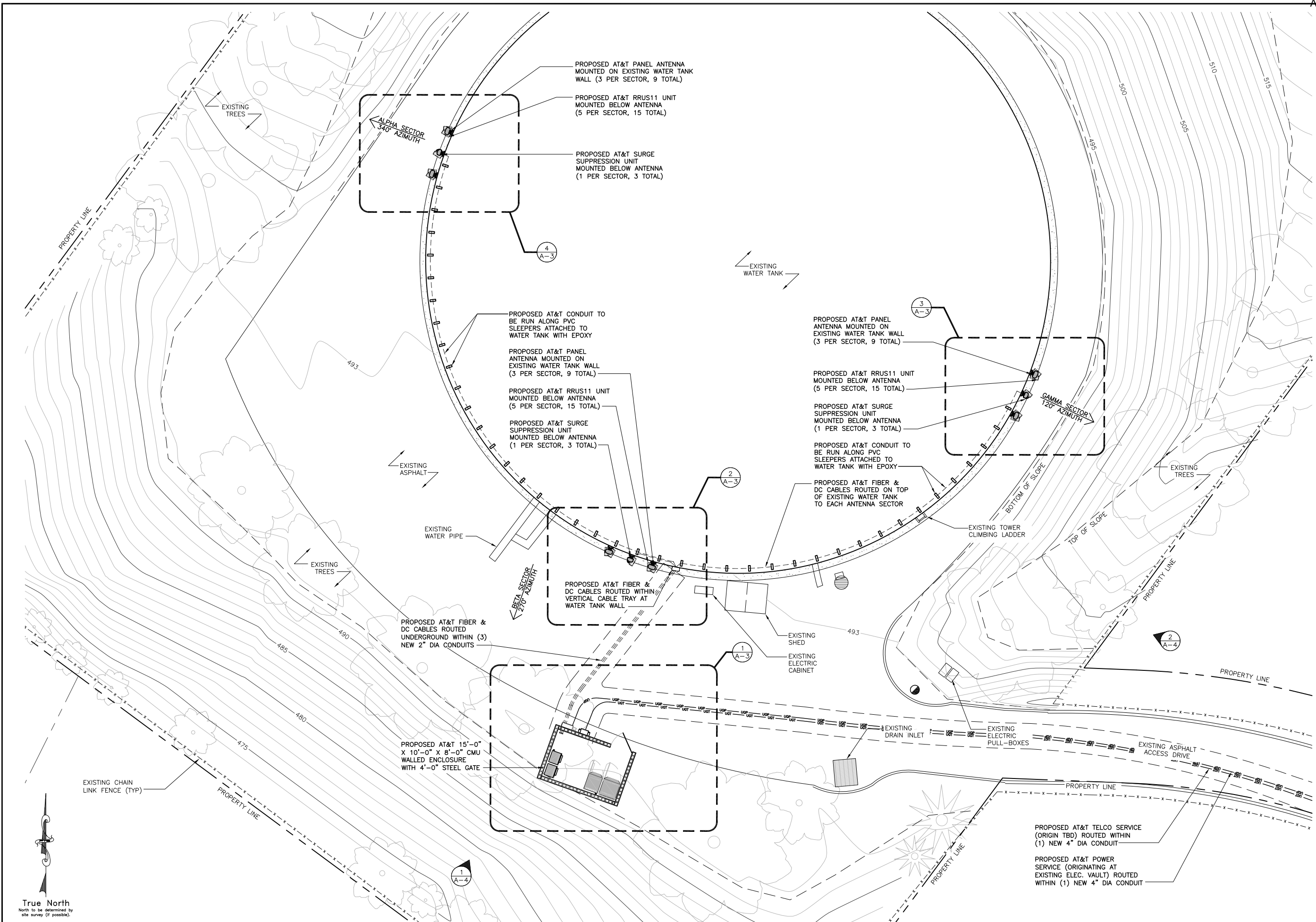
DUBLIN, CA 94568

[illegible]

SHEET TITLE  
ENLARGED SITE PLAN

SHEET NUMBER

A14 of 165



ENLARGED SITE PLAN

1





PLEASANTON - SHANNON PARK  
CCU0766 FA:10151837

8208 RHODA AVENUE  
DUBLIN, CA 94568

REVISIONS

NO.	DATE	DESCRIPTION	INITIAL
A	08/09/13	ISSUED FOR 90% ZONING	AF
0	08/21/13	ISSUED FOR 100% ZONING	WJR
1	08/29/13	ISSUED FOR 100% ZONING	CBK
2	09/25/13	ISSUED FOR 100% ZONING	LEB
3	10/21/13	ISSUED FOR 100% ZONING	KB

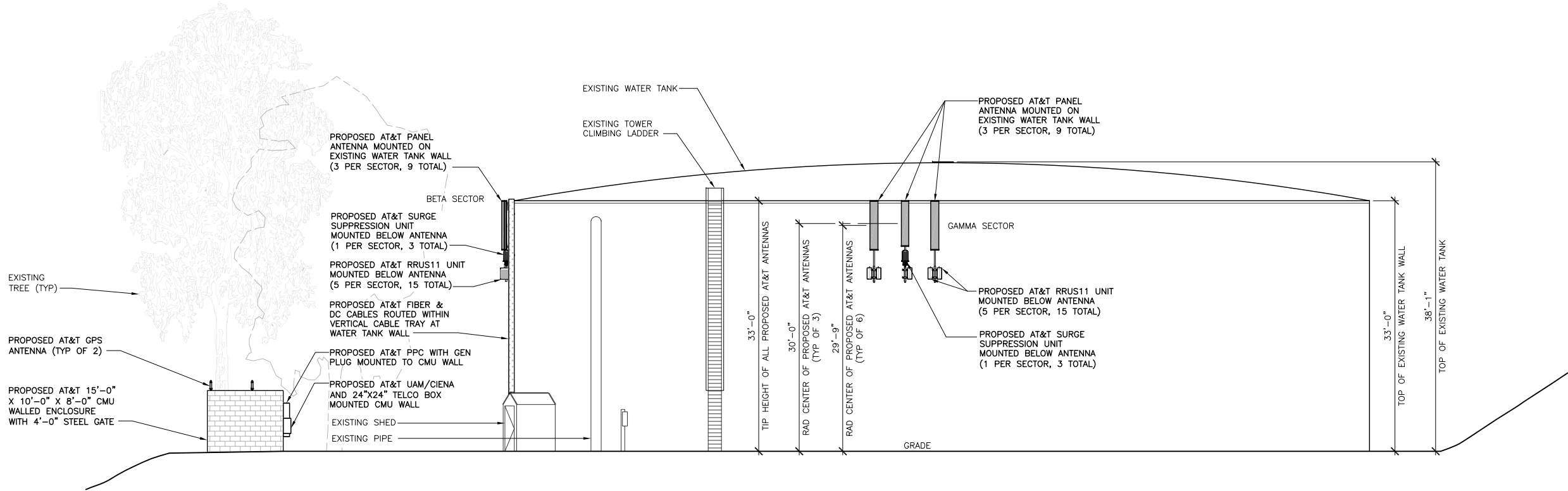
NOT FOR CONSTRUCTION UNLESS  
LABELED AS CONSTRUCTION SET

SHEET TITLE  
SOUTH & EAST ELEVATIONS

SHEET NUMBER

A15 of 165  
4

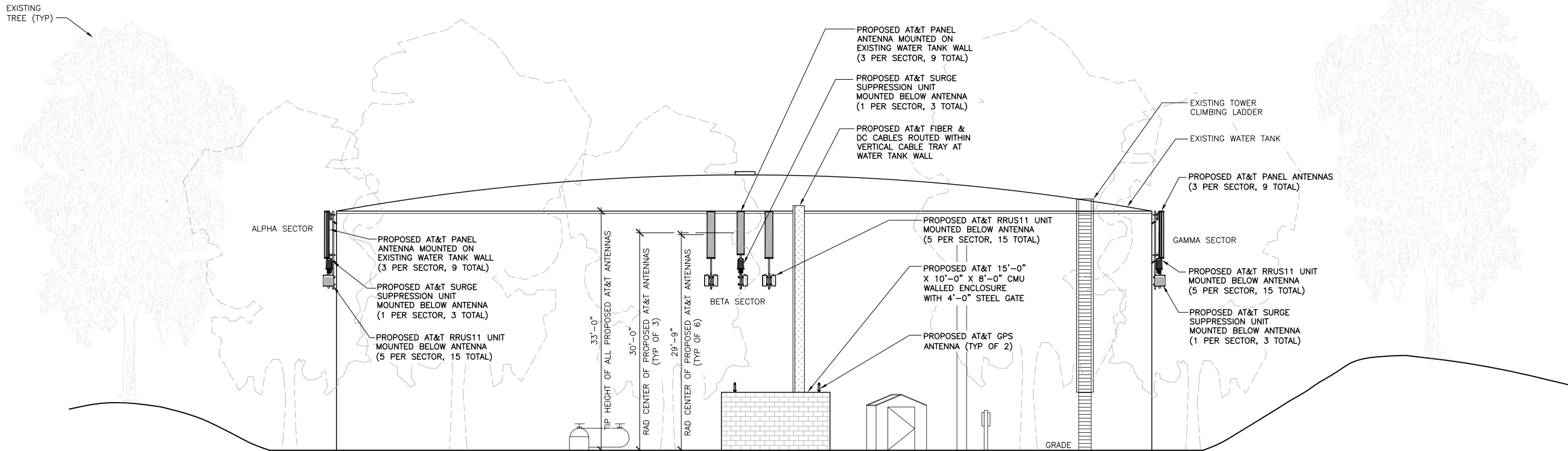
NOTE:  
ALL PROPOSED ANTENNAS /  
RRU'S, TO BE PAINTED TO  
MATCH EXISTING CONDITIONS



24"x36" SCALE: 1/8" = 1'-0"  
11"x17" SCALE: 1/16" = 1'-0"

EAST ELEVATION 2

NOTE:  
ALL PROPOSED ANTENNAS /  
RRU'S, TO BE PAINTED TO  
MATCH EXISTING CONDITIONS



24"x36" SCALE: 1/8" = 1'-0"  
11"x17" SCALE: 1/16" = 1'-0"

SOUTH ELEVATION 1

**Rhoda / Vornac Neighbors Against Cell Site**  
**Comments and Concerns Regarding Proposed AT&T Cellular Rhoda Water Tank Site**  
**Petition Signature Page Dated: December 15, 2013**

1	Name: Ed KOKKO	Signature: <i>Ed Koko</i>	Date: 12/15/13
	Address: 11926 WEST VOMAC RD. DUBLIN, CA		
2	Name: Gretchen Hellmann	Signature: <i>Gretchen Hellmann</i>	Date: 12/21/13
	Address: 11926 W Vornac Rd, Dublin, CA		
3	Name: Amy Lambert	Signature: <i>Amy Lambert</i>	Date: 12/21/13
	Address: 11915 W Vornac Rd Dublin CA		
4	Name: Jonathan Lambert	Signature: <i>Jonathan Lambert</i>	Date: 12/21/13
	Address: 11915 W Vornac Rd		
5	Name: JOSEPH CERONE	Signature: <i>Joseph Cerone</i>	Date: 12/21/13
	Address: 11920 W. Vornac Rd. DUBLIN, CA 94568		
6	Name: Taylor Cerone	Signature: <i>Taylor Cerone</i>	Date: 12/21/13
	Address: 11920 W. Vornac Rd. Dublin, CA 94568		
7	Name: JIM BYRNE	Signature: <i>Jim Byrne</i>	Date: 12/21/13
	Address: 11896 WEST VOMAC RD, DUBLIN, CA 94568		
8	Name: PEGGY BYRNE	Signature: <i>Peggy Byrne</i>	Date: 12/21/13
	Address: 11896 WEST VOMAC RD, DUBLIN, CA 94568		
9	Name: David Dicks	Signature: <i>David Dicks</i>	Date: 12/21/13
	Address: 8524 Zandol Court		
10	Name: ALLEN CHANG	Signature: <i>Allen Chang</i>	Date: 12/21/13
	Address: 8518 Zandol Ct		
11	Name: Rosa Rodriguez	Signature: <i>R Rodriguez</i>	Date: 12/21/13
	Address: 11901 W. Vornac Rd. Dublin CA 94568		
12	Name: Mitas Cuence	Signature: <i>MCuen</i>	Date: 12/21/13
	Address: 11907 W. Vornac Rd		
13	Name: Kyle Geller	Signature: <i>Kyle Geller</i>	Date: 12/21/13
	Address: 11911 WEST VOMAC ROAD		
14	Name: ELSA NOYES	Signature: <i>Elsa Noyes</i>	Date: 12/21/13
	Address: 11908 W. Vornac Rd. Dublin, CA 94568		
15	Name: Ravi Patel	Signature: <i>Ravi Patel</i>	Date: 12/21/13
	Address: 8200 Rhoda Ave Dublin CA 94568		



**Rhoda / Vomac Neighbors Against Cell Site**  
**Comments and Concerns Regarding Proposed AT&T Cellular Rhoda Water Tank Site**  
**Petition Signature Page Dated: December 15, 2013**

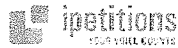
16	Name: Linda Marks	Signature: Linda Marks	Date: 12/21/13
	Address: 8206 Rhoda Ave Dublin, CA 94568		
17	Name: Stephen Marks	Signature: Stephen Marks	Date: 12/21/13
	Address: 8206 Rhoda Ave Dublin, CA 94568		
18	Name: Chris Bessou	Signature: Chris Bessou	Date: 12/22/13
	Address: 8218 RHODA AVE, DUBLIN, CA 94568		
19	Name: Nancy E. Bush	Signature: Nancy E. Bush	Date: 12/22/13
	Address: 11927 W. Vomac Rd Dublin CA 94568		
20	Name: Darrell Clingerman	Signature: Darrell Clingerman	Date: 12-22-13
	Address: 11884 W. VOMAC Rd, DUBLIN, CA		
21	Name: MATT CONNORS	Signature: Matt Connors	Date: 12-22-13
	Address: 8205 Rhoda Ave Dublin		
22	Name: CAROL ARMSTRONG	Signature: Carol Armstrong	Date: 12-22-13
	Address: 8211 RHODA AVE, DUBLIN, CA		
23	Name: Larry Webster	Signature: Larry Webster	Date: 12-22-13
	Address: 8211 Rhoda Ave		
24	Name: BONNY CHIU	Signature: Bonny Chiu	Date: 12/22/13
	Address: 8255 RHODA AVE. DUBLIN		
25	Name: ROBERT ASMEGA	Signature: Robert Asmega	Date: 12-22-13
	Address: 8243 RHODA AVE DUBLIN, CA 94568		
26	Name: ELENA HERNANDEZ	Signature: Elena Hernandez	Date: 12-22-13
	Address: 8228 RHODA AVE DUBLIN CA 94568		
27	Name: Nick & Nancy Christ	Signature: Nick & Nancy Christ	Date: 12-22-2013
	Address: 8205 Rhoda Ave, Dublin, CA		
28	Name: KEVIN CHRISTIAN	Signature: Kevin Christian	Date: 12-22-13
	Address: 8205 RHODA AVE		
29	Name: Aileen Teranishi	Signature: Aileen Teranishi	Date: 12-28-13
	Address: 11921 W Vomac Rd. Dublin		
30	Name: NGOC NGUYEN	Signature: Ngoc Nguyen	Date: 12/29/13
	Address: 11914 West Vomac Road Dublin CA 94568		

**Rhoda / Vornac Neighbors Against Cell Site**  
**Comments and Concerns Regarding Proposed AT&T Cellular Rhoda Water Tank Site**  
**Petition Signature Page Dated: December 15, 2013**

31	Name: GILBERT D. Lemmon	Signature: <i>Gilbert D. Lemmon</i>	Date: 12/29/13
	Address: 8160 PEPPERTREE CT. DUBLIN CA 94568		
32	Name: Sherie Jordan	Signature: <i>Sherie Jordan</i>	Date: 12/29/13
	Address: 11939 Rhoda Ct. Dublin, CA 94568		
33	Name: LAWRENCE BOTELHO	Signature: <i>Lawrence R. Botelho</i>	Date: 12-29-13
	Address: 11927 RHODA CT. Dublin CA 12-29-13		
34	Name: Guadalupe E. Salazar	Signature: <i>Guadalupe E. Salazar</i>	Date: 12-29-13
	Address: 11921 Rhoda Ct. Dublin, CA 94568		
35	Name: W. NOYES	Signature: <i>W. Noyes</i>	Date: 12/29/13
	Address: 11908 W. Vornac Dublin CA 94568		
36	Name: Kaley Orlowski	Signature: <i>Kaley Orlowski</i>	Date: 12/29/13
	Address: 11738 Bloomington Way Dublin CA 94568		
37	Name: Kemy Cadwell	Signature: <i>Kemy Cadwell</i>	Date: 12/29/13
	Address: 11875 W. Vornac Rd Dublin CA 94568		
38	Name: Lars Jorgensen	Signature: <i>Lars Jorgensen</i>	Date: 1/10/13
	Address: 8545 Zanol Ct Dublin CA 94568		
39	Name: Wm Cassidy	Signature: <i>Wm Cassidy</i>	Date: 11/20/14
	Address: 8237 Rhoda Ave.		
40	Name: Tara VICTORIC	Signature: <i>Tara Victorick</i>	Date: 11/12/14
	Address: 8249 Rhoda Ave Dublin CA 94568		
41	Name: El Vito	Signature: <i>El Vito</i>	Date: 1-12-14
	Address: 8249 Rhoda Ave Dublin CA 94568		
42	Name: DORON JAKUBOWICZ	Signature: <i>Doron Jakubowicz</i>	Date: 1-12-14
	Address: 8261 RHODA AVE DUBLIN CA 94568		
43	Name: Bridgette Jakubowicz	Signature: <i>Bridgette Jakubowicz</i>	Date: 1-12-14
	Address: 8261 Rhoda Ave. Dublin, CA. 94568		
44	Name: Dennis Tucker	Signature: <i>Dennis Tucker</i>	Date: 1-12-14
	Address: 8267 Rhoda Ave. Dublin, CA. 94568		
45	Name: Angela Tucker	Signature: <i>Angela Tucker</i>	Date: 1/12/14
	Address: 8267 Rhoda Ave, Dublin, CA 94568		

**Rhoda / Vomac Neighbors Against Cell Site**  
**Comments and Concerns Regarding Proposed AT&T Cellular Rhoda Water Tank Site**  
**Petition Signature Page Dated: December 15, 2013**

46	Name: James Haslin	Signature: <i>James Haslin</i>	Date: 1/12/14
	Address: 8246 Rhoda Ave Dublin CA 94568		
47	Name: Wendy Haslin	Signature: <i>Wendy Haslin</i>	Date: 1/12/14
	Address: 8246 Rhoda Ave Dublin CA 94568		
48	Name: BENJAMIN GRACE	Signature: <i>Benjamin Grace</i>	Date: 1/12/14
	Address: 8231 Rhoda Ave Dublin CA 94568		
49	Name: Kimberly Ross	Signature: <i>Kimberly Ross</i>	Date: 1/18/14
	Address: 8166 Peppertree Ct Dublin CA 94568		
50	Name: Michael Haugh	Signature: <i>Michael Haugh</i>	Date: 1/18/14
	Address: 8530 Zandol Ct Dublin, CA 94568		
51	Name: MARYDON HAUGH	Signature: <i>Marydon Haugh</i>	Date: 1/18/14
	Address: 8530 Zandol Ct, Dublin, CA 94568		
52	Name: SCOTT MORAN	Signature: <i>Scott Moran</i>	Date: 1/20/14
	Address: 8540 ZANDOL CT. Dublin CA 94568		
53	Name: Ben Sher	Signature: <i>Ben Sher</i>	Date: 1/20/14
	Address: 8536 Zandol Ct. Dublin CA 94568		
54	Name: Barbara Stott	Signature: <i>Barbara Stott</i>	Date: 1/21/14
	Address: 8527 Zandol Ct Dublin CA 94568		
55	Name: CRISTINA STOTT	Signature: <i>Cristina Stott</i>	Date: 1/21/14
	Address: 8527 ZANDOL CT DUBLIN CA 94568		
56	Name: Alexey Kozmich	Signature: <i>Alexey Kozmich</i>	Date:
	Address: 11937 W. Vomac Rd		
57	Name: Jacqueline Becson	Signature: <i>Jacqueline T. Becson</i>	Date: 1/24/14
	Address: 8218 Rhoda Ave Dublin		
58	Name: Francis E. Rothchild	Signature: <i>Francis E. Rothchild</i>	Date: 1/25/14
	Address: 8519 Zandol Ct. Dublin, CA 94568		
59	Name: Diana DeMena	Signature: <i>Diana DeMena</i>	Date: 1/26/14
	Address: 8546 Zandol Ct Dublin CA 94568		
60	Name:	Signature:	Date:
	Address:		



SIGN IN or JOIN

## No AT&T Cell Tower On Rhoda Water Tank

AT&T is planning to install cellular emitting equipment on the Rhoda Water Tank

### Project description:

AT&T is planning to install a total of 12 cellular panels, at 3 different locations mounted to the top of the Rhoda water tank. A building will also be installed to power the panels.

We do NOT want this project to happen because it:

Could lower property values by up to 20%, depending on your proximity to the site.

The National Association of Realtors (NAR) website references several peer reviewed studies published between 2005 and 2007 by The Appraisal Institute, the largest professional appraiser membership organization, highlighting evidence that CBS equipment will cause a decrease in home value (between 2% to 20%) from case studies in California, across the

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### Cellular Tower Lease?

[www.steelinthair.com](http://www.steelinthair.com)  
Approached For A Cell Tower? Find Out What A Fair Lease Rate Is.

Rhoda/Vomac Neighbors Against Cell Site

Dublin Community Development Director  
Dublin City Hall, City Clerk's Office  
Dublin, CA 94568

**Subject: Comments and Concerns Regarding Proposed AT&T Cellular Rhoda Water Tank Site**

**Dear Dublin Community Development Director:**

We have many questions and concerns surrounding the proposed installation of Cellular Base Station (CBS) equipment at the Rhoda water tank site; including the long term health and safety of our family and surrounding neighbors, our property values, local environmental impacts, and the general aesthetics and noise level of the equipment installation. After spending a substantial amount of time reviewing information provided by AT&T and doing our own research; we have come to the conclusion that the proposed CBS is not in the best interest of our families. We feel the residents in the immediate vicinity of the proposed Cellular Base Station are being asked to shoulder a disproportionate amount of burden and risk (potential long term health risk, property value decreases, change in backyard environment and aesthetics of the neighborhood, undue noise, etc.) with little stated benefit or compensation from AT&T. We hope the city of Dublin will help us preserve the character of our neighborhood by considering our concerns in the aforementioned areas and deny the AT&T CBS installation permit at the Rhoda water tower.

## **Current Coverage and Alternative Site Selections:**

AT&T states that the Rhoda tower installation is necessary for improving network "capacity" in the area. It was a surprise to us that AT&T feels it needs to install a CBS in our neighborhood as some of us currently have AT&T as our cellular carrier and feel that the coverage is very good in the area (both outside and inside our home). We recently confirmed this by referencing the AT&T website which categorizes the area as having the "best" available coverage.

We found the site selection reports that were provided in the AT&T permit application were extremely brief with very uninformative supporting analysis. We feel that AT&T should substantiate and disclose in much greater detail why each alternative site is unsuitable for hosting a CBS equipment installation including cost considerations and community push-back for hosting at each of the listed sites. We feel that alternative sites further from existing homes should be ranked higher in the selection process to minimize the impact to Dublin residents.

We believe there are other suitable sites in adjacent non-residential areas with high vantage points looking over the neighborhood that could be investigated. Two alternate sites that we could think of include (see Figures 1, 2 and 3):

- a water tower in hills ~0.64 miles south-west of the Rhoda water tower.. This tower sits substantially higher than the Rhoda water tower and appears to be more than 350 ft from the closest home (as verified using Google maps in Figure 11). Gabriella Barr, the AT&T consultant for the Rhoda tower project, mentioned this site was unsuitable based on feedback from the property owner and the lack of dedicated power to the structure. We have not been provided documentation to verify this claim. We believe that the power service must also be upgraded at the Rhoda tower, so why doesn't AT&T consider this alternate water tower site more closely.
- the Laborers training facility on Westside Dr. near the Lucky supermarket north-west of the Rhoda water tower. This is commercial property with a much higher vantage point and may have suitable structures to support CBS equipment or trees to mask a camouflaged cell tower and may be as far as 350 to 500 ft from the nearest home. Again, we have been told this is "out of the search area". No information has been provided to substantiate why a site with a higher vantage point and in very close proximity to the Rhoda tower would be "out of the search area".

We feel that we are being substantially imposed on by AT&T given our close proximity to the proposed equipment installation (see Figure 4). To date, AT&T has been unwilling to document a list of other CBS installations in Dublin, San Ramon and Pleasanton that are installed in close proximity (75 to 100 ft) from residential housing (claiming "business proprietary" information). We imagine that most of the installations if not all of the installations are >75 ft from residential properties. And of those installed in such close proximity, we anticipate the number of homes with children under the age of five is even lower.

## Health and Safety

We are concerned that continuous exposure to Radio Frequency (RF) and radiation from CBS near our homes over a long duration (20-30 years) will prove unhealthy and unsafe.

We have been told by AT&T and Mr. William Hammett [13] that the proposed installation will meet FCC public exposure threshold requirements. Through our own research, we found that there are many scientific peer reviewed research documents that show Radio Frequency radiation from CBS's, even at very low levels, could negatively impact individuals and children through non-thermal effects not taken into account under the 1996 FCC public exposure guidelines [1].

Here are a few example statements from letters and research organizations that make us **very concerned** about the possibility of living so close to CBS equipment despite the compliance calculation results in the AT&T site safety report:

- A 2002 letter from EPA's Norbert Hankin, Center for Science and Risk Assessment, Radiation Protection Division explains that:
  - "The FCC's current exposure guidelines, as well as those of the Institute of Electrical and Electronics Engineers (IEEE) and the International Commission on Non-Ionizing Radiation Protection, are thermally based, and do not apply to chronic, nonthermal exposure situations....The FCC's exposure guideline is considered protective of effects arising from a thermal mechanism but not from all possible mechanisms. Therefore, the generalization by many that the guidelines protect human beings from harm by any or all mechanisms is not justified." [1]
  - The letter goes on to state: "The exposure guidelines did not consider information that addresses nonthermal, prolonged exposures, i.e., from research showing effects with implications for possible adversity in situations involving chronic/prolonged, low-level (nonthermal) exposures." [1]
  - And furthermore, "Federal health and safety agencies have not yet developed policies concerning possible risk from long-term, nonthermal exposures." [1]
- From a 2010 report on the "Biological effects from exposure to electromagnetic radiation emitted by cell tower base stations and other antenna arrays": [2]
  - "The present U.S. guidelines for RFR exposure are not up to date. The most recent IEEE and NCRP guidelines used by the U.S. FCC have not taken many pertinent recent studies into consideration because, they argue, the results of many of those studies have not been replicated and thus are not valid for standards setting." ([2] page 21)
  - "As a general guideline, cell base stations should not be located less than 1500 ft (~500 m) from the population, and at a height of about 150 ft (~50 m)." ([2] page 21)
- The BioInitiative Working Group in 2012, published a substantial (1479 page) report on "A Rationale for Biologically-based Exposure Standards for Low-Intensity Electromagnetic Radiation." [3]. This working group was comprised of 30 PhD and MD's representing the international community (USA, Canada, Greece, Denmark, Russia, Sweden, India, Italy, Austria, and the Slovak Republic). The group produced a benchmark for public health policy planning and documented many adverse health effects from low-level non-ionizing radiation. The lengthy report references many studies and peer-reviewed papers on the topic. A few excerpts from the report are listed below:
  - Quote from a section on "Human Studies at Base Station Exposure Levels (Cell Towers)": "At least five new cell tower studies with base-station level RFR at levels ranging from 0.003  $\mu\text{W}/\text{cm}^2$  to 0.05  $\mu\text{W}/\text{cm}^2$

- published since 2007 report headaches, concentration difficulties and behavioral problems in children and adolescents; and sleep disturbances, headaches and concentration problems in adults. ([3] page 1426)
- "...it is more probable than unlikely that non-thermal EMF from cell phones and base stations do have effects upon biology." ([3] page 75)
  - "Inhabitants living nearby mobile phone base stations are at risk for developing neuropsychiatric problems and some changes in the performance of neurobehavioral functions either by facilitation or inhibition." ([3] page 577)
  - "On the whole it can be concluded that long term exposure near base stations can affect well-being of populations around them. Symptoms mostly associated with such exposures are headaches, tremor, restlessness and sleeping disorders." ([3] page 1167)
  - "The U.S. Food and Drug Administration (FDA) of the Department of Health and Human Services asked the National Academies to organize a workshop of national and international experts to identify research needs and gaps in knowledge of biological effects and adverse health outcomes....." "In their report, the Committee recommended these actions with respect to RF exposure for the developing fetus, and for young children: Characterization of exposure to juveniles, children, pregnant women, and fetuses from personal wireless devices and RF fields from base station antennas." ([3] page 1186)
- The World Health Organization (WHO) has published a Children's EMF Research Agenda (2013) where they recommend as a "high-priority", "nested case control studies of childhood cancer with improved exposure assessment for (1) base stations and (2) TV and radio towers.". The rationale, as described on the WHO website is that "there is at present a lack of information concerning health effects associated with living in close proximity to base stations or TV or radio towers". And they go on to state: "Further investigation into improved measures is a critical step in better capturing exposure from these sources and in determining the feasibility of epidemiological studies of children living in the vicinity of these sources." [4]
  - Another report from 2011 states that there is evidence of: "Higher in utero exposure to magnetic fields such as those emitted by power lines and cell phone towers may place children at an increased risk of asthma, researchers found." [5]
  - A 2009 paper studying the effects of mobile telephone base-stations on human health and wellbeing indicated that: "...effects of very low but long lasting exposures to emissions from mobile telephone base-stations on well-being and health cannot be ruled out. The effects observed on performance and cardiovascular symptoms should further be studied." [6]
  - A 2005 report referenced on the National Association of Realtors (NAR) website states that: "there is also strong evidence to conclude that cell sites are risk factors for certain types of cancer, heart disease, neurological symptoms and other effects." [7].
  - The FCC office of Engineering & Technology also has published a report titled "Questions and Answers about Biological Effects and Potential Hazards of Radiofrequency Electromagnetic Fields" [8]. It can be concluded from statements in the report that **"more research is needed"** and **the FCC even points out that regulations could be amended in the future having stricter thresholds for "general public" continuous exposure limits.** This does not give us confidence as homeowners living in close proximity (<100 ft) to a proposed CBS that we are safe from adverse health effects in the long-term. Here are a few statements from the FCC report:
    - The document cites ([8] on page 6) that there are many published reports in the scientific literature concerning possible biological effects resulting from animal or human exposure to RF energy.
    - The document states ([8] on page 8) that: "In general, while the possibility of "non-thermal" biological effects may exist, whether or not such effects might indicate a human health hazard is not presently known. Further research is needed to determine the generality of such effects and their possible relevance, if any, to human health. In the meantime, standards-setting organizations and government agencies continue to monitor the latest experimental findings to confirm their validity and determine whether alterations in safety limits are needed in order to protect human health."

- Attachment 2 to S&R
- The report goes on to state ([8] on page 8) that: "More recently, other scientific laboratories in North America, Europe and elsewhere have reported certain biological effects after exposure of animals and animal tissue to relatively low levels of RF radiation. These reported effects have included certain changes in the immune system, neurological effects, behavioral effects, ....."
  - The report also points out ([8] on page 9) that: "not all standards and guidelines throughout the world have recommended the same limits for exposure. For example, some published exposure limits in Russia and some eastern European countries have been generally more restrictive than existing or proposed recommendations for exposure developed in North America and other parts of Europe."
  - In addition to these above mentioned references, we found letters and news articles of people all around the country having deep concerns about living near CBS installation and sending their children to school near installations. In fact, several local and state governments have proposed legislation to limit children's exposure, for example:
    - There were several bills proposed in the Georgia legislature (Drenner Bills) this year (2013) intended on banning school-sited cell towers. As stated by Drenner, "The long-term effects of exposure to the type of radiation produced by cell-phone towers are not fully known, but initial data indicates a cause for concern".

And we found many other references pointing to adverse health concerns for children and adults [18]; too many to include in this letter. The comments quoted from the above mentioned sources and organizations and news releases around the country make us very uneasy about having CBS equipment so close to our home even with assurances that they meet FCC standards.

The cellular equipment (as stated in the permit application) is a 24/7 operating facility. We can mitigate total exposure with hand held cellular devices in the home by turning them off, avoiding/decreasing the devices, or by introducing a significant standoff. We do not have that luxury for CBS equipment installed in our backyard. We can not turn it off while our children play in the backyard.

There is no risk mitigation mechanism for future changes to FCC RF exposure policy guidelines for the general public. We requested that AT&T provide, but have not been provided, references to long term (+20 year) studies that would assure our community that there isn't a possibility of adverse health effects attributable to living within close proximity of cellular transmission equipment at the proposed power levels. We do not want to accept even a small increase in health risk to our family for AT&T to profit on a CBS installation in such close proximity to our home.

## Property Value Impacts

We found many peer-reviewed research articles showing compelling evidence that property values decrease for homes located in close proximity to CBS equipment installations. For instance, the National Association of Realtors (NAR) website references several peer reviewed studies published between 2005 and 2007 by The Appraisal Institute, the largest professional appraiser membership organization, highlighting evidence that CBS equipment will cause a decrease in home value (between 2% to 20%) from case studies in California, across the United States, and internationally [7, 9, 10].

Here are a few highlights from published peer reviewed documents and available news articles:

- A proximity impact study from 2004 analyzed transaction data of 9514 property sales and showed the effect of proximity to a tower reduced prices by 15% on average; with the effect tapering off to a negligible effect after 1000 feet of standoff from the equipment. ([9], pg 364)
- An opinion survey from the same report interviewed people in case study areas (CSA) in close proximity to CBS equipment (<100 ft) as well as people from 5 other control areas (CNTRL) further away (>0.6 miles). "In both case study and control areas, the impact of proximity to towers on future property values is the issues of greatest concern for respondents." ([9], pg 363). The same research study detailed in [7] Table 1, showed a dramatic impact of a CBS on purchase and rental price decisions. The collected data showed that (33% CSA / 19% CNTRL) respondents expected 1-9% decrease for price/rent, (24% CSA / 36% CNTRL) said 10-19% decrease, and (14% CSA / 38% CNTRL) said > 20% less.



- The same study showed the properties within 200 meters (656 feet) of a CBS decreased on average of over 2% [9]
- Another article stated: "The theory behind this argument is that, since the general public believes that exposure to RF of EMF emissions is dangerous, the property is less valuable regardless of whether or not fears over the dangers are founded. Families with small children will have lingering fears that the regulations are not strict enough." [11]
- And in a commonly referenced city of Burbank CA city council public hearing from December 8 2009; a real estate professional informed city officials that local real estate professionals he spoke with agree that there are adverse effects on property value. It was stated: "I've done research on the subject and as well as spoken to many real estate professionals in the area, and they all agree that there's no doubt that cell towers negatively affect real estate values. Steve Hovakimian, a resident near Brace park, and a California real estate broker, and the publisher of "Home by Design" monthly real estate magazine, stated that he has seen properties near cell towers lose up to 10% of their value due to proximity of the cell tower...So even if they try to disguise them as tacky fake metal pine trees, as a real estate professional you're required by the California Association of Realtors: that sellers and licensees must disclose material facts that affect the value or desirability of a property including conditions that are known outside and surrounding areas."  
(See City of Burbank Website, Video, Alex Safarian comments @ 6:24:28,  
[http://burbank.granicus.com/MediaPlayer.php?view\\_id=6&clip\\_id=848](http://burbank.granicus.com/MediaPlayer.php?view_id=6&clip_id=848))

We are concerned that home owners in close-proximity to the CBS are legally required to disclose the presence of the proposed CBS equipment to prospective home buyers as a "known condition" of the property or risk a possible lawsuit in the future by the home buyer. This will empower the prospective home buyer to negotiate for a lower price based on the proximity to the equipment or may decide to void the transaction completely. **Perception during the home buying process is everything.** Many people will immediately discount the property due to its proximity to CBS transmission equipment thus reducing the "buyers" pool even further. We have confirmed these concerns with several local Real Estate professionals.

To understand what the impacts could be, we looked at home prices in the immediate vicinity of the Rhoda Water Tower and noted that they are estimated to value between \$700,000 - \$800,000 (Zillow.com, Realtor.com, Redfin.com). Even if you take the lowest home depreciation percentage quoted in the aforementioned reports (2%), the loss works out to be a significant number: ~\$14,000. And if you consider a mean value from the quoted range (~11%), the loss can be catastrophic: ~\$77,000.

AT&T has not provided us with any assurance that they would compensate in any way for any losses of property value. AT&T will make money off the installed equipment by being able to claim better capacity coverage in the area and the DSRSD will collect significant lease revenue but there is no stated benefit to our families for this proposed equipment installation that outweighs the potential loss in property value. This is an unfair uncertainty and financial burden that AT&T will force our families to carry.

## Environmental Impacts

In addition, we are concerned about potential impacts to our backyard wildlife environment. There are many large redwood and eucalyptus trees that provide a habitat for many owls, birds of prey, deer, and other wildlife. Their homes and hunting grounds are less than 50 feet from the proposed cellular arrays and at the same vertical elevation. Has AT&T approached independent wildlife experts to document the types of birds and other wildlife that call the Rhoda water tower their home and assess the impact on their well-being? We have not seen any environmental study report documenting that wildlife are safe making their homes in trees at the same vertical elevation as the arrays with less than 50 feet standoff.

## General Aesthetics and Noise of the CBS Equipment Installations

We have been provided draft documents for the equipment proposed to be installed in and around the Rhoda water tower [12]. We feel our homes will be significantly impacted as the proposed plans call for both a series of cellular arrays and a 15'x10'x8' CMU structure (~25 feet from our property line) to be installed, in plain view from backyard and windows of

Tree trimming was also mentioned in discussions with the AT&T consultants. We imagine that the trimming will be done in order to allow the cellular arrays an unobstructed view of the surrounding area. The level of proposed tree trimming was said to be "minor", however, we feel any trimming that exposes additional surface area of the surrounding structures will negatively affect the aesthetics of our neighborhood.

In addition, the AT&T consultants mentioned that they may need cooling units and possibly a generator in the event of a power outage and the project summary equipment report from the zoning application has a placeholder for a generator ([14] page 11). We imagine that any generator used for supplemental power could be loud. In addition, cooling units installed on the structure 25' from some property lines could cause an increase in ambient noise. Any ambient noise coming from the operating equipment is unacceptable due to its proximity to our homes. We are not convinced that these points have been adequately captured in the AT&T proposal and permit application to the City of Dublin.

## Closing Remarks

As residents in the vicinity of the proposed Cellular Base Station, we feel we are being asked to shoulder a disproportionate amount of burden and risk (potential long term health risk, property value decreases, changes to our backyard environment and aesthetics of the neighborhood, undue noise, etc.) with little stated benefit or compensation. We have found many scientific peer-reviewed references for ongoing research studies alluding to possible negative long term health effects through non-thermal mechanisms not considered in FCC requirements, despite claims by AT&T and consultants that the FCC standards are sufficient now and into the distant future. In addition, we are convinced that the perception alone that CBS equipment can cause long-term health hazards is enough to significantly lower the surrounding property values. AT&T, a commercial company with commercial interests, will be making money on the installation and has not offered the home-owners in immediate proximity to the structure any guarantee or compensation for near or long term damages attributable to the proposed CBS (health effects or property devaluation). **We ask that the city of Dublin deny AT&T's permit request to install and operate a CBS unit in our backyard.**

Thank you for your consideration.

Sincerely,

Rhoda/Vomac Neighbors Against Cell Site

# Figures

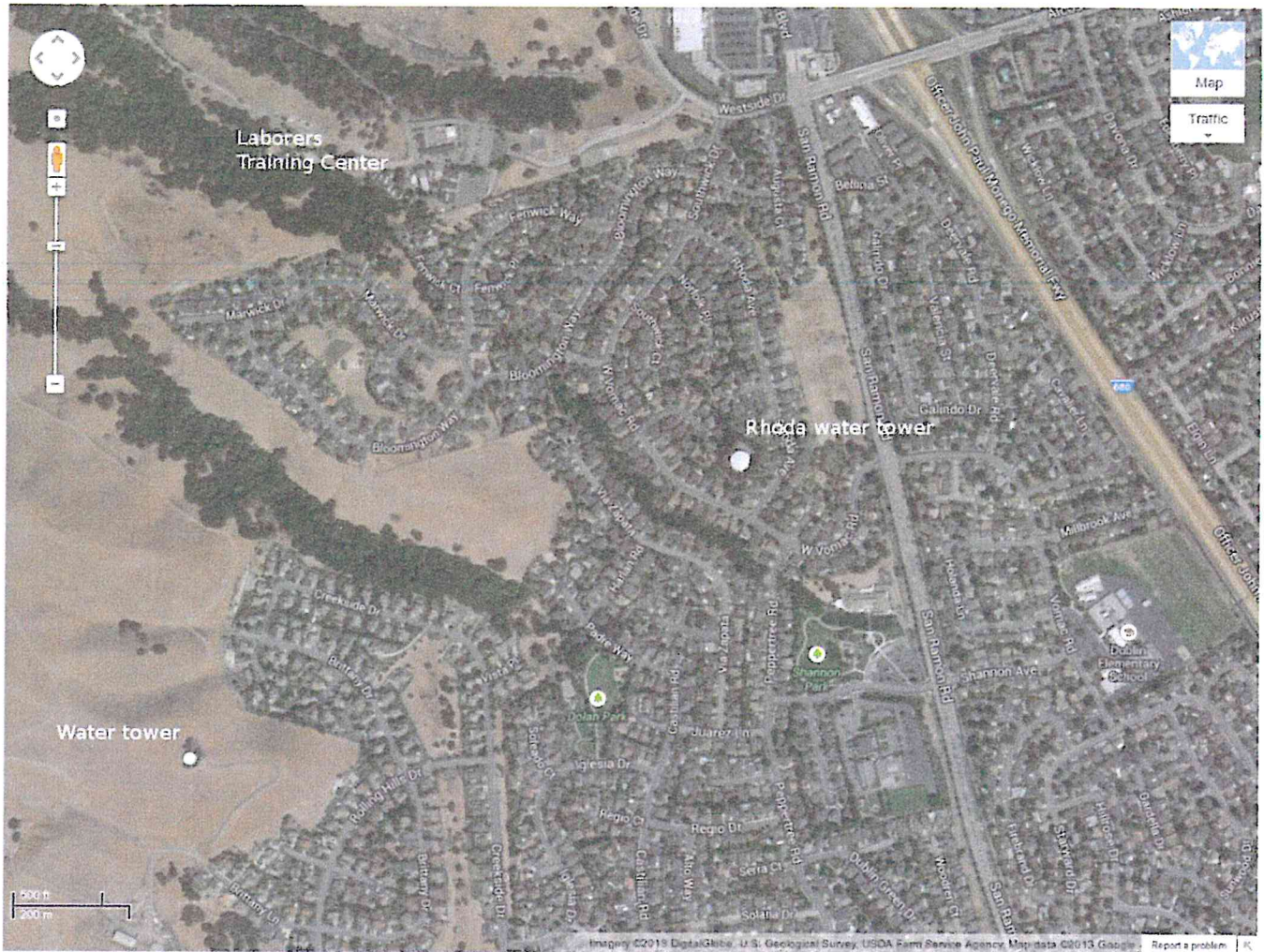


Figure 1: West Dublin (Google maps 11/23/13)

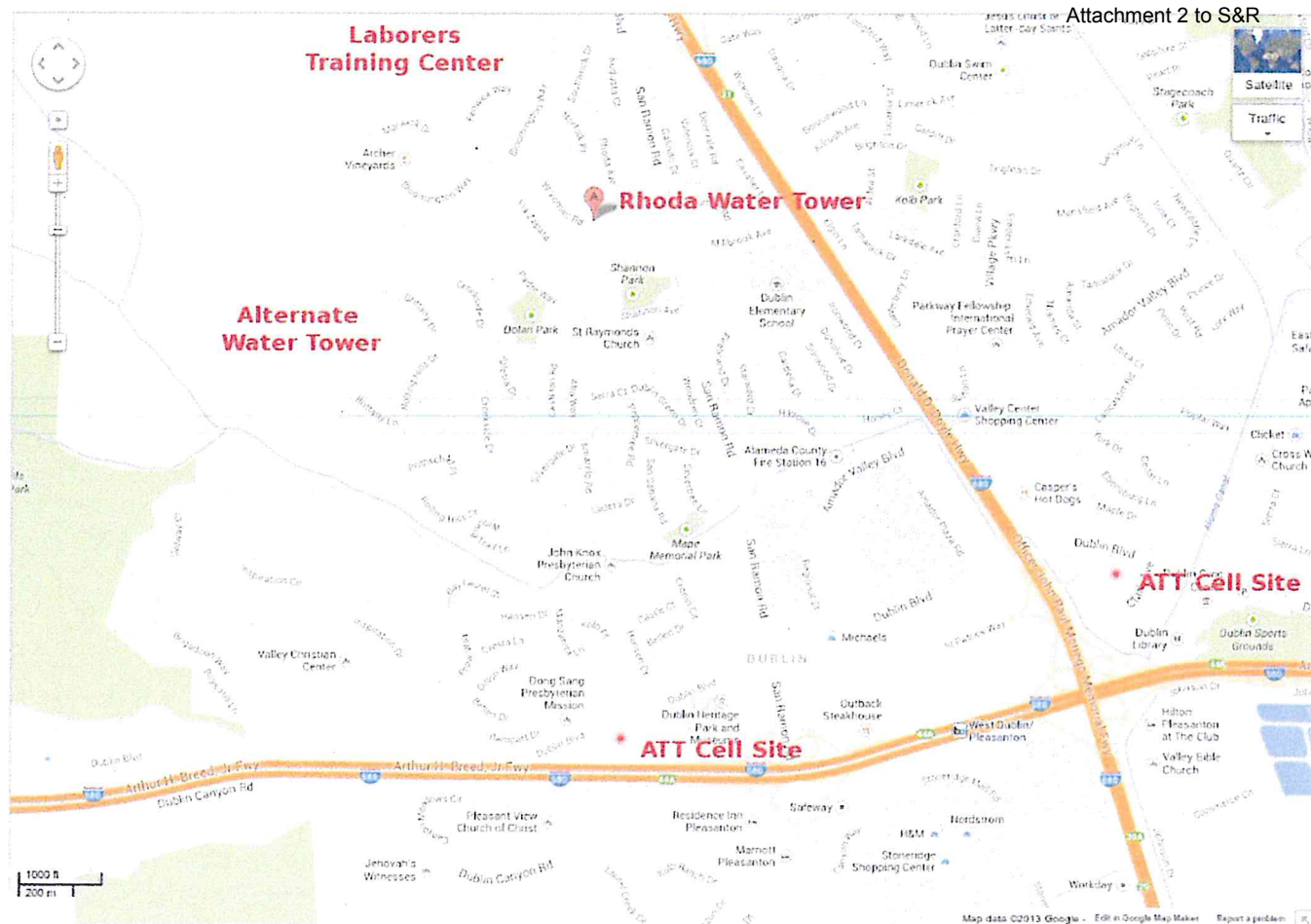


Figure 2: West Dublin AT&T cell sites, Rhoda water tower, alternate water tower, laborers training center.



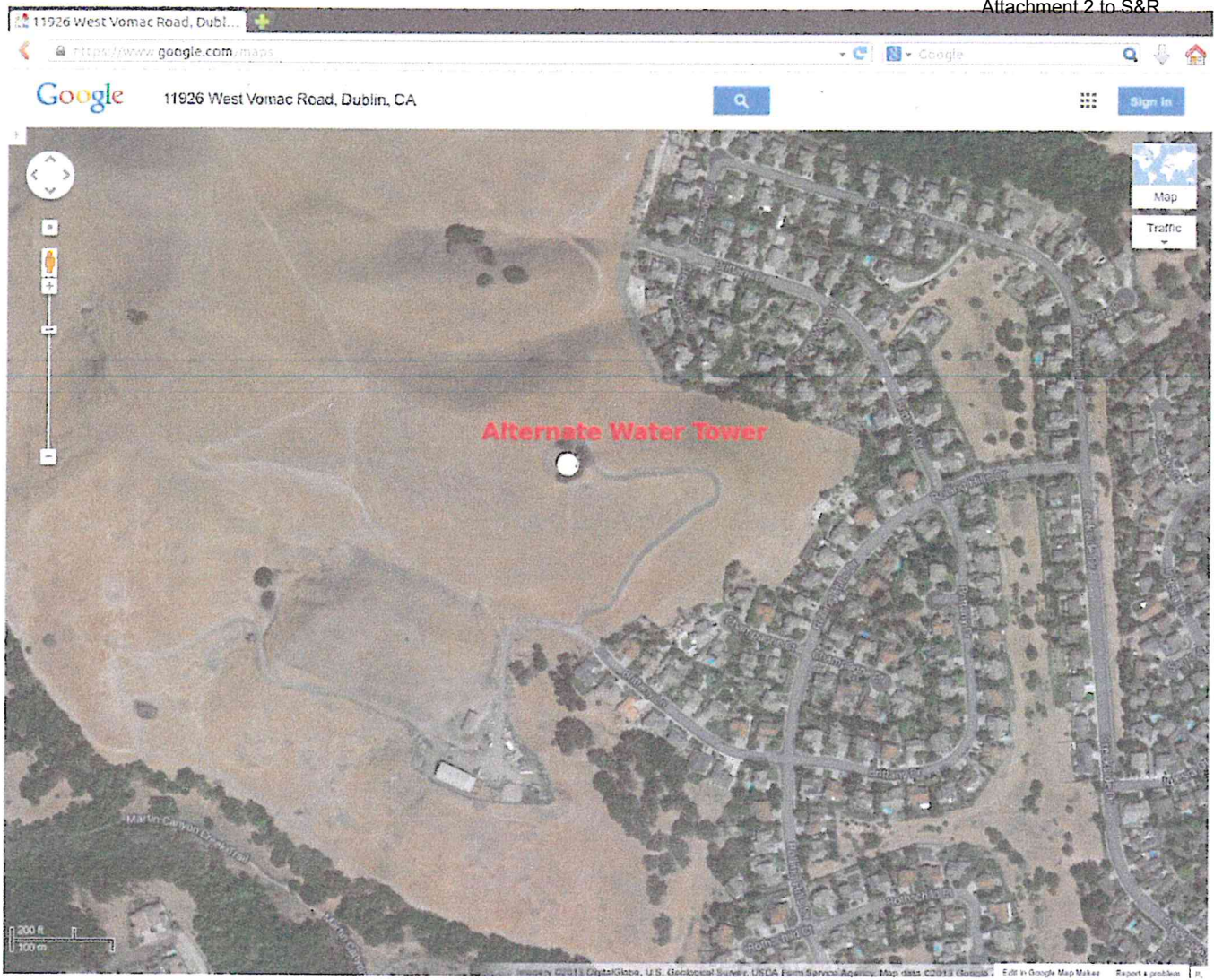


Figure 3: Alternate water tower in hills to west of Rhoda water tower



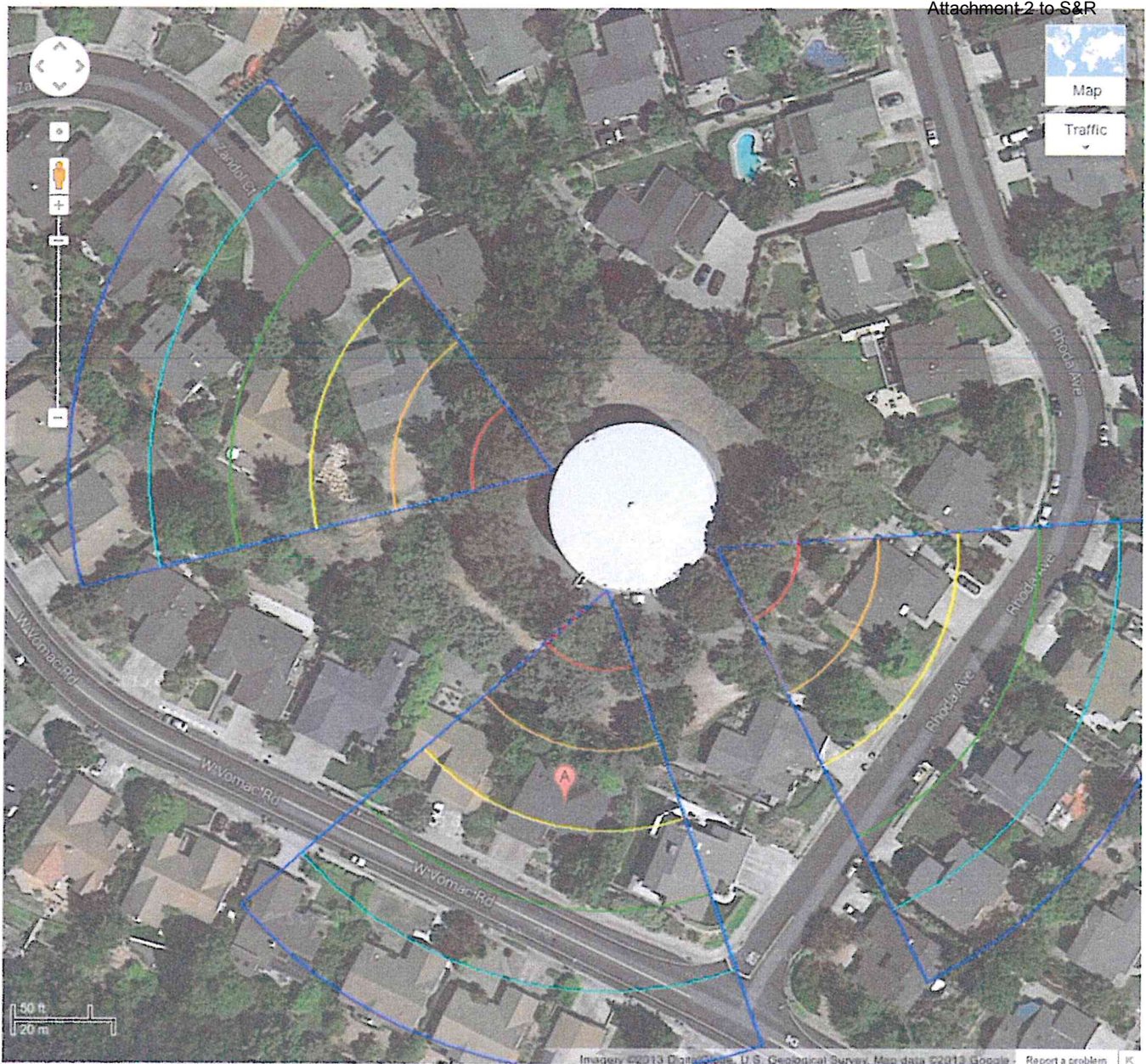


Figure 4: Homes around Rhoda water tower with proposed array placements and estimated radial distances from arrays (in 50 ft increments).



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- [7] Bond, Sandy. "The Impact of Cell Phone Towers on House Prices in Residential Neighborhoods.", The Appraisal Journal, Summer 2005. (provided REF\_07\_Sandy\_Bond\_Impact\_of\_Cellphone.pdf)
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- [9] Bond, Sandy. "The Effect of Distance to Cell Phone Towers on House Prices in Florida.", The Appraisal Journal, Fall 2007. (provided REF\_09\_Sandy\_Bond\_Effect\_of\_Distance.pdf)
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- [11] "EMF and RF Exposure: Toxic Tort Litigation.", Article from [www.nolo.com](http://www.nolo.com).
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- [15] AT&T Letter to Residents. 2013. (provided REF\_15\_ATT\_DOC\_Letter.jpg)
- [16] AT&T Response to Property Value Question. (provided REF\_16\_ATT\_DOC\_Property\_Value\_110113.pdf)
- [17] AT&T Response to Safety Question. (provided REF\_17\_ATT\_DOC\_Cell\_Site\_Safety\_Final.pdf)
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DSRSD DEC26'13pm12:54

December 23, 2013  
Board of Directors,  
c/o Board President Georgan M. Vonheeder-Leopold  
Dublin San Ramon Services District  
7051 Dublin Blvd  
Dublin, CA 94568

Re: Installation of AT&T Cellular Base Station (CBS) at the Dublin San Ramon Services District Water Tank located at 8208 Rhoda Avenue.

Dear Mrs. Vonheeder-Leopold,

The purpose of this letter is to advise you of my extreme displeasure and concerns over the installation of an AT&T Cellular Base Station on the water tank located directly behind my residence. I am strongly against this installation in its entirety and believe other suitable locations exist for AT&T. I know several of my neighbors are also against this installation and hope they voice their concerns to you.

I have lived in my Rhoda Ave home with my wife and two young children (8 and 12 years) since 2002. My parents moved to Dublin in 1970 and I have lived here on and off for nearly 30 years. My family and I love this city and are active throughout the community and at the schools.

This past October I learned of the proposed installation of a CBS on the water tank. I actively discussed and even met with numerous representatives from AT&T and have learned a great deal about their intentions. Specifically, I have learned one of the 9,000+ watt antenna arrays will be pointing nearly directly at my home at an elevation of only 10-15 above my roofline! AT&T and their engineers have tried to assure me these panels are safe and won't harm my family even though they are located LESS THAN 100' from my house and only 50' from my property line. Many of my neighbors are similarly within 150' of this installation.

In addition to the potential health effects, I am also very concerned over the impact this installation will have on my property values. I will be required to disclose the CBS as a "known condition" of my property increasing the likelihood a potential buyer will use the disclosure to try and negotiate a lower price. For instance, the National Association of Realtors (NAR) website references several peer reviewed studies published between 2005 and 2007 by The Appraisal Institute, the largest professional appraiser membership organization, highlighting evidence that CBS equipment will cause a decrease in home value (between 2% to 20%) from case studies in California, across the United States, and internationally.

I am also aware that the installation will include a cement block building (CMU) that will house equipment and be cooled by air conditioning units on the outside of the building. Given my homes proximity to the tank and the proposed building, it is highly likely these units will generate ambient noise ruining what it otherwise a quiet and peaceful backyard.



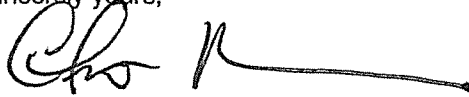
Based on my research, I believe there are several other suitable sites nearby which could meet AT&T's needs including another water tank located west of the Rhoda Ave tank. This alternate tank is at a higher elevation and has no residences within the immediate area (300'+).

I believe, that as the land owner of the Rhoda Avenue Water Tank, the DSRSD stands to be compensated for this installation. While I understand the need to raise revenue for the DSRSD, I feel very strongly that this particular water tank is a poor choice based on its very close proximity to numerous residences.

AT&T, DSRSD and the City of Dublin are asking my family and I, my neighbors and my entire neighborhood to bear an unfair burden with this installation. I am not aware of any other cellular equipment of this nature being installed anywhere in the Tri-Valley area which is located this close to so many residences. I therefore urge you to consider denying AT&T's request to install a CBS at this location.

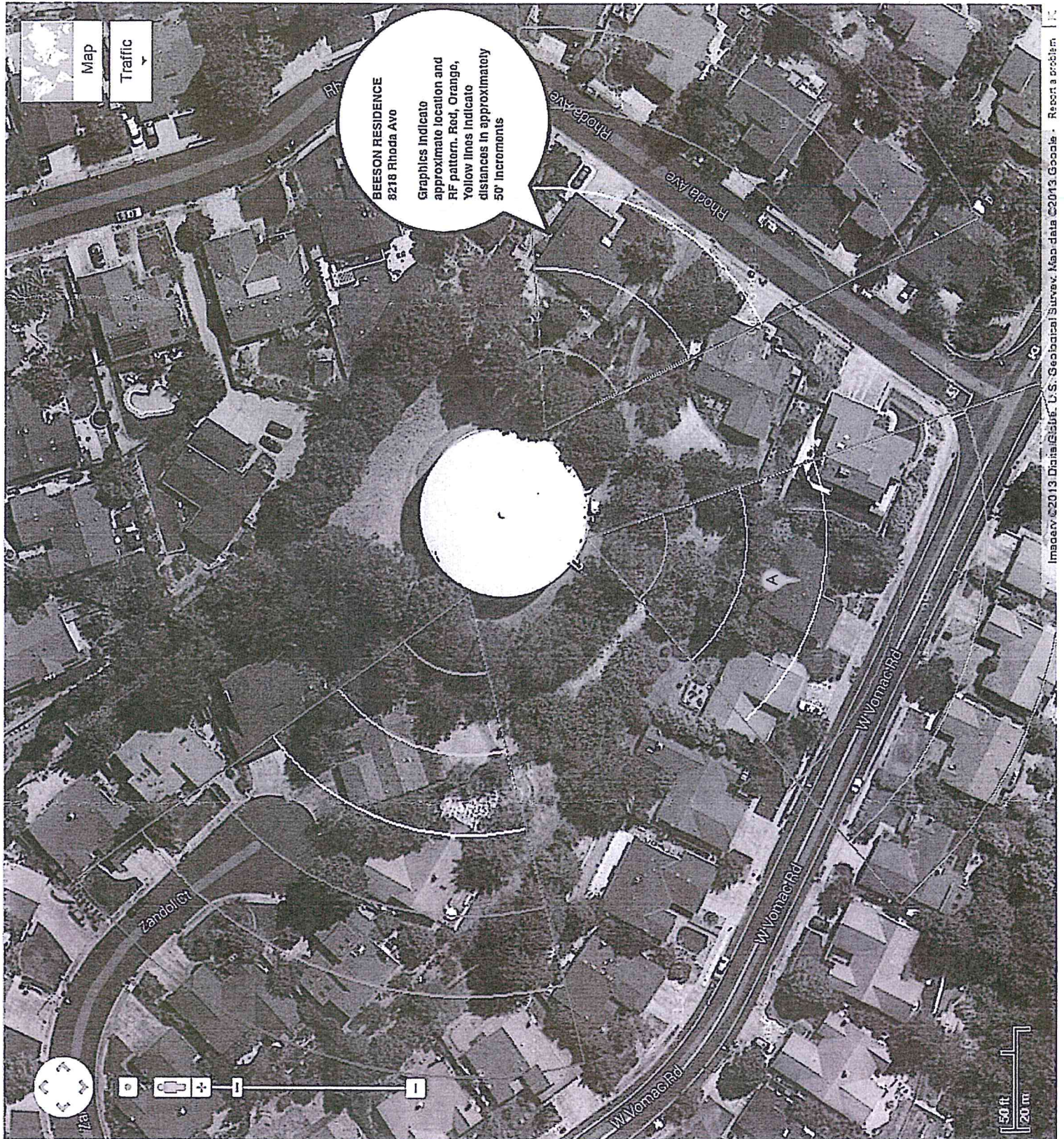
If you have any questions or wish to discuss this with me further, I will gladly make myself available.

Sincerely yours,



Chris Beeson







January 21, 2014

DSRSD JAN23\*14PM12:57

DSRSD

Attn: Board of Directors  
 7051 Dublin Blvd.  
 Dublin, CA 94568

Dear Board of Directors:

We are writing you to ask that you please not lease the Rhoda Water Tank to AT&T for their Cellular Base Station equipment. This water tank is located directly across the street from us. We have enclosed a picture showing the current view from our front yard. When we purchased our house we were concerned about living directly across from a great big light green water tank. We ultimately decided the tank was so well hidden by all the trees that it really didn't affect the curb appeal of the house for us and that we didn't think it would affect the curb appeal for a future buyer. After living here for almost ten years we can honestly say the water tank isn't what we or others notice when looking out our front windows. We were recently talking to one of our family members about AT&T putting the CBS equipment on the water tank across the street from us when he said "What water tank across the street". This family member has been to our house numerous times but has never noticed the water tank. Any trimming of these trees will make the Rhoda Water Tank more visible. The very reasons why AT&T wants to put their CBS equipment on this tank are the exact reasons why they shouldn't be allowed to. They are saying the trees around the tank allow for maximum stealthing and minimum visual impact but they are going to trim those exact trees. There is no way it can be minor trimming either if they want the cellular rays to have an unobstructed view of the surrounding area. And there is no way that any trimming of those trees can be done without affecting the aesthetics of our neighborhood and the curb appeal of our particular house. The water district has done such a good job at disguising this great big light green tank right smack in the middle of our neighborhood that I don't understand why you would allow AT&T to come in and change that. DSRSD is a public utility and our petition proves the public does not want the CBS equipment on the Rhoda Water Tank. There are other options nearby.

One of the biggest differences between the Rhoda Water Tank and alternative sites for AT&T is the very close proximity to homes. This close proximity could be harmful to our health. If the National Cancer Institute is concerned cell phones may cause cancer or other problems then we definitely have reason to be very concerned about CBS equipment being installed directly across the street from us. Hearing that they will omit acceptable levels of RF is a little like hearing you will have an acceptable level of cancer. Is DSRSD going to take responsibility for monitoring the RF levels especially since AT&T will most likely sub-lease the equipment to other carriers? And is DSRSD going to take responsibility when it is later determined that the RF levels from these Cellular Base Stations are definitely harmful and we start having health problems? If DSRSD allows this they could be harming the very community that they claim to be a part of.

We put a down payment on our house when we bought it and we have been making payments on our house for almost ten years but we are just now getting enough equity in our house to possibly refinance. So, we really can't afford to have anything even remotely affect the value of our property. And it doesn't appear there is any way these antennas will not have a negative impact on the value of our house. Just the perception that the RF and radiation from the CBS is harmful will have a negative impact on the value of our house. This impact becomes far greater if and when it is no longer just people's perception. We also know the trees are going to be trimmed which will absolutely have a negative impact on the value of our house because had the water tank been more visible when we bought the house, it would have impacted our desire to buy it.

At the end of the day, if there is absolutely nothing wrong with these antennas...then why do we have to disclose it at the time of selling? We don't have to disclose that a neighbor put up a flag pole so why would we have to disclose the antennas? In your mission statement you state "always remembering that we are a neighbor in the community and resident of the environment". So, why would you allow this at this particular tank (right in the middle of a neighborhood)? I don't think Rhoda Owens would want antennas to be part of her legacy. DSRSD has the opportunity to be a great neighbor and show that it truly cares about the community by not leasing the Rhoda Water Tank to AT&T.

Sincerely,

Jonathan Lambert and Amy Lambert  
11915 W. Vomic Road  
Dublin, CA 94568





DSR50 JAN24\*14pm12:34

January 23, 2014

Board of Directors,  
c/o Board President Georgean M. Vonheeder-Leopold  
Dublin San Ramon Services District  
7051 Dublin Blvd  
Dublin, CA 94568

Re: Installation of AT&T Cellular Base Station at the Dublin San Ramon Services District Water Tank located at 8208 Rhoda Avenue.

Dear Mrs. Vonheeder-Leopold,

As a resident on 11914 West Vomic Road, I am writing to express my displeasure and concern regarding the proposed AT&T cell tower site installation and ask that the board reject this proposal.

First and foremost, I am concerned that having a cell tower site so close to my home will decrease my home value. While AT&T says that the project is within FCC guidelines, potential homebuyers may view having exposure to low level radiation continuously as a huge risk that should be offset with a price reduction. Whether or not this is a valid concern is unknown, but it is a reason that can be used during price negotiation. I am a single homeowner. Subjecting me to such potential financial loss without any benefit or compensation, while AT&T, as a billion dollar industry, gains from the project is unfair and unjust.

Aside from impacting my home value, there is a big question of health and safety. The current FCC guidelines do not apply to chronic nonthermal exposure situations that I would be subjected to by residing in a home very close to the cell site. The BioInitiative Working Group in 2012, which comprised of 30 PhD and MDs from a multitude of international countries, published a report that identifies the need for additional research on biological effects and adverse health outcomes on children and pregnant women, with respect to exposure to personal wireless devices and radiofrequency fields from base station antennas. I am a woman and at a point in my life where I am ready to start a family and I very much hope to do so in my home in Dublin, where I have lived for the last five years. As a pharmacist, I am very aware of how much time is required to study and understand the impact of an external effect on the human body. Until more research is done, which can take years, I have to live in my home wondering if I or my future children are safe with this constant radiofrequency exposure. This uncertainty in itself is unfair for me shoulder.

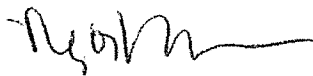
My home has a balcony that backs up to the water tower. This is an area where I meditate and find inner peace at the end of every day. With the proposed project, there will be generators on site, which can potentially create ambient noise that can be very disruptive. Again, it is not fair nor is it right that I have to sacrifice my personal needs to benefit AT&T.

There are alternative sites that are located away from residential communities that AT&T should consider. As a matter of fact, there is another water tower site that's more than 300 feet away from residential neighborhood. AT&T should consider this site even if it means they need to invest more time, research, and money on the project. In their reported 2013 third quarter earnings, AT&T reported consolidated revenues of \$32.2 billion. Yes, that's in the billions. They can afford to find an alternative site that does not impact local, hard-working communities, and residents like me.

Please deny AT&T's permit request to install and operate a cell based station in this location.

Thank you for your consideration. Please feel free to contact me should you have any questions.

Sincerely,



Ngoc Nguyen  
11914 West Vomic Road  
Dublin, CA 94568  
Email: [ngocnguy@alumni.usc.edu](mailto:ngocnguy@alumni.usc.edu)  
Cell: 213-479-2193

DSRSD JAN31'14PM 4:07

January 11, 2014

Edwin Kokko and Gretchen Hellmann  
11926 West Vomic Rd., Dublin, CA 94568  
[kokko1@comcast.net](mailto:kokko1@comcast.net) ; 925-980-4929

**Subject: Comments and Concerns Regarding Proposed AT&T Cellular Rhoda Water Tank Site****Dear Dublin San Ramon Services District (DSRSD) Board President:**

We have many questions and concerns surrounding the proposed installation of Cellular Base Station (CBS) equipment at the Rhoda water tank site; including the long term health and safety of our family and surrounding neighbors, our property values, local environmental impacts, and the general aesthetics of the equipment installation. After spending a substantial amount of time thinking about the proposal, meeting with AT&T consultants, reviewing information provided by AT&T, and doing our own research; we have come to the conclusion that the proposed CBS is not in the best interest of our family and ask that DSRSD deny the lease application and ask AT&T pursue other alternate sites for their CBS installation.

Our family has lived (and owned homes) in Dublin for 11 years and purchased our most recent home on West Vomic around 3 years ago after doing a substantial amount of research about the neighborhood (including, earthquake risk, water tower safety, transmission equipment (high-voltage lines and CBS installations), etc.). Our property line is ~75' from the closest proposed AT&T cellular array proposed to be installed on the Rhoda water tower and our house is ~100 ft from the same array (see Figure 1). We would not have purchased the property if there had been an existing cellular base station installed on the water tower at that point in time. We feel the neighbors in the immediate vicinity of the proposed Cellular Base Station are being asked to shoulder a disproportionate amount of burden and risk (potential long term health risk, property value decreases, change in backyard environment, etc.) with little stated benefit or compensation from AT&T. The perception alone that CBS equipment near our property can cause long-term health hazards is enough to lower the surrounding property values and has caused undue stress / anxiety to our family and surrounding residents concerned about health and property values. We hope the DSRSD will help us preserve the character of our neighborhood by considering our concerns in the aforementioned areas and deny the AT&T CBS installation lease application at the Rhoda water tower.

**Current Coverage and Alternative Site Selections:**

AT&T states that the Rhoda tower installation is necessary for improving network "capacity" in the area. It was a surprise to us that AT&T feels it needs to install a CBS in our neighborhood as we currently have AT&T as our cellular carrier and feel that the coverage is very good in the area (both outside and inside our home). We recently confirmed this by referencing the AT&T website which categorizes the area as having the "best" available coverage as shown in Figure 2 and 3 (in the letter Appendix).

We found the alternative site selection reports that were provided in the AT&T permit application were extremely brief with very uninformative supporting analysis (i.e vague single sentence description). AT&T is a commercial company with commercial interests and we know a primary driving factor in the site selection is cost. We feel that alternative sites further from existing homes should be ranked higher in the selection process to minimize the impact to Dublin home-owners even if AT&T has to pay a higher lease price and installation costs.



We believe there are other suitable sites in adjacent non-residential areas; including several with high vantage points looking over the neighborhood that should be investigated. Two alternate sites that we could think of include (see Figure 4 and 5):

- a water tower in hills ~0.64 miles south-west of the Rhoda water tower (see Figures 5 and 6). This tower sits substantially higher than the Rhoda water tower and appears to be more than 350 ft from the closest home (as verified using Google maps in Figure 11). AT&T's consultant for the Rhoda tower project, mentioned this site was unsuitable based on feedback from the property owner and the lack of dedicated power to the structure. Based on plans that we were presented, we believe that the power service must also be upgraded at the Rhoda tower. AT&T should pursue this alternative site even if it costs more to pull power to the equipment.
- the Laborers training facility on Westside Dr. near the Lucky supermarket north-west of the Rhoda water tower. This is commercial property with a much high vantage point and may have suitable structures to support CBS equipment or trees to mask a camouflaged cell tower and may be as far as 350 to 500 ft from the nearest home. Again, we have been told this is "out of the search area". No information has been provided to substantiate why a site with a higher vantage point and in very close proximity to the Rhoda tower would be "out of the search area".

We also have been told that the two closest AT&T base stations to our property in Dublin are located (1) behind the 7-Eleven (formerly Carl's Jr.) at the corner of Dublin Blvd and Village Parkway and (2) on the roof of the Executive Center business park at the corner of Dublin Blvd and Silvergate (see Figures 5, 7, and 8). The cellular base station behind 7-Eleven is disguised as a tree (see Figure 8) and the arrays on the roof of the Executive Center do not protrude above the roof of the structure and are not camouflaged (see Figure 7). We estimate that both of these cellular base stations are a minimum of 350 ft away from residential single family homes (based on Google Maps in Figures 9 and 10).

We feel that we are being substantially imposed on by AT&T given our close proximity to the proposed equipment installation (75 - 100 ft). To date, AT&T has been unwilling to document a list of other CBS installations in Dublin, San Ramon and Pleasanton that are installed in close proximity (75 to 100 ft) from residential housing (claiming "business proprietary" information). We imagine that most of the installations if not all of the installations are >75 ft from residential properties. And of those installed in such close proximity, we anticipate the number of homes with children under the age of five is even lower.

## Health and Safety

We have an infant (8 months) and a preschool age child (3-1/2 years). Our primary focus and concern when selecting our home in Dublin was to establish a safe and healthy home environment for them to live. This includes our backyard, which we have been recently remodeling and improving with a new patio and deck. The proposed CBS equipment is less than 75 feet from our property line at the top of the hill where we have a bench and enjoy the view of the neighborhood in the afternoon and evenings (see Figures 12 and 13). We are concerned that the exposure levels at our property line and near our home over a long duration (20-30 years) will prove unhealthy for our children.

We have been told by AT&T [13] that the proposed installation will meet FCC public exposure threshold requirements. We have been doing research to better understand the FCC exposure guidelines and any research documenting long term health impacts of living in very close proximity to CBS equipment (<100

feet). We were surprised to find that there are many scientific peer reviewed research documents that show that Radio Frequency (RF) radiation from CBS's, even at very low levels, could negatively impact individuals and children through non-thermal effects not taken into account under the 1996 FCC public exposure guidelines [1].

Here are a few example statements from letters and research organizations that make us very uneasy with the possibility of living so close to CBS equipment despite the compliance calculation results in the AT&T site safety report:

- The FCC website ([www.fcc.gov/encyclopedia/radio-frequency-safety](http://www.fcc.gov/encyclopedia/radio-frequency-safety)) states that its the current implementation of the national Environmental Policy Act (NEPA) requirements for radio transmitter radiofrequency (RF) emissions, originally set in 1996, are under review as of March 27, 2013. The site explains that the "FCC requests comments to determine whether its RF exposure limits and policies need to be reassessed." Furthermore, the site goes on to state that it is working to "determine whether the current rules and policies should remain unchanged, or should be relaxed or tightened.". Our family is not comfortable with the possibility that cellular equipment could be installed under one set of operating rules if the FCC standards may change them in the near future.
- A 2002 letter from EPA's Norbert Hankin, Center for Science and Risk Assessment, Radiation Protection Division explains that:
  - "The FCC's current exposure guidelines, as well as those of the Institute of Electrical and Electronics Engineers (IEEE) and the International Commission on Non-Ionizing Radiation Protection, are thermally based, and do not apply to chronic, nonthermal exposure situations....The FCC's exposure guideline is considered protective of effects arising from a thermal mechanism but not from all possible mechanisms. Therefore, the generalization by many that the guidelines protect human beings from harm by any or all mechanisms is not justified." [1]
  - The letter goes on to state: "The exposure guidelines did not consider information that addresses nonthermal, prolonged exposures, i.e., from research showing effects with implications for possible adversity in situations involving chronic/prolonged, low-level (nonthermal) exposures." [1]
  - And furthermore, "Federal health and safety agencies have not yet developed policies concerning possible risk from long-term, nonthermal exposures." [1]
- From a 2010 report on the "Biological effects from exposure to electromagnetic radiation emitted by cell tower base stations and other antenna arrays": [2]
  - "The present U.S. guidelines for RFR exposure are not up to date. The most recent IEEE and NCRP guidelines used by the U.S. FCC have not taken many pertinent recent studies into consideration because, they argue, the results of many of those studies have not been replicated and thus are not valid for standards setting." ([2] page 21)
  - "As a general guideline, cell base stations should not be located less than 1500 ft (~500 m) from the population, and at a height of about 150 ft (~50 m)." ([2] page 21)

- The BioInitiative Working Group in 2012, published a substantial (1479 page) report on “A Rationale for Biologically-based Exposure Standards for Low-Intensity Electromagnetic Radiation.” [3]. This working group was comprised of 30 PhD and MD's representing the international community (USA, Canada, Greece, Denmark, Russia, Sweden, India, Italy, Austria, and the Slovak Republic). The group produced a benchmark for public health policy planning and documented many adverse health effects from low-level non-ionizing radiation. The lengthy report references many studies and peer-reviewed papers on the topic. A few excerpts from the report are listed below:
  - Quote from a section on “Human Studies at Base Station Exposure Levels (Cell Towers)”: “At least five new cell tower studies with base-station level RFR at levels ranging from 0.003  $\mu\text{W}/\text{cm}^2$  to 0.05  $\mu\text{W}/\text{cm}^2$  published since 2007 report headaches, concentration difficulties and behavioral problems in children and adolescents; and sleep disturbances, headaches and concentration problems in adults. ([3] page 1426)
  - “...it is more probable than unlikely that non-thermal EMF from cell phones and base stations do have effects upon biology.” ([3] page 75)
  - “Inhabitants living nearby mobile phone base stations are at risk for developing neuropsychiatric problems and some changes in the performance of neurobehavioral functions either by facilitation or inhibition.” ([3] page 577)
  - “On the whole it can be concluded that long term exposure near base stations can affect well-being of populations around them. Symptoms mostly associated with such exposures are headaches, tremor, restlessness and sleeping disorders.” ([3] page 1167)
  - “The U.S. Food and Drug Administration (FDA) of the Department of Health and Human Services asked the National Academies to organize a workshop of national and international experts to identify research needs and gaps in knowledge of biological effects and adverse health outcomes.....” “In their report, the Committee recommended these actions with respect to RF exposure for the developing fetus, and for young children: Characterization of exposure to juveniles, children, pregnant women, and fetuses from personal wireless devices and RF fields from base station antennas.” ([3] page 1186)
- The World Health Organization (WHO) has published a Children's EMF Research Agenda (2013) where they recommend as a “high-priority”, “nested case control studies of childhood cancer with improved exposure assessment for (1) base stations and (2) TV and radio towers”. The rationale, as described on the WHO website is that “there is at present a lack of information concerning health effects associated with living in close proximity to base stations or TV or radio towers”. And they go on to state: “Further investigation into improved measures is a critical step in better capturing exposure from these sources and in determining the feasibility of epidemiological studies of children living in the vicinity of these sources.” [4]
- Other reports from 2003 and 2006 provides a quantitative analysis of symptoms, sleeping problems, and cognitive performance of subject living near mobile phone base stations [19][20]. The results of the study “indicate that effects of very low but long lasting exposures to emissions from mobile telephone base stations on wellbeing and health cannot be ruled out.” [19]. And that “the facing position appears to be the worst one for distances from cellular phone base stations < 100 m.” [20].

- Another report from 2011 states that there is evidence of: “Higher in utero exposure to magnetic fields such as those emitted by power lines and cell phone towers may place children at an increased risk of asthma, researchers found.” [5]
- A 2009 paper studying the effects of mobile telephone base-stations on human health and wellbeing indicated that: “....effects of very low but long lasting exposures to emissions from mobile telephone base-stations on well-being and health cannot be ruled out. The effects observed on performance and cardiovascular symptoms should further be studied.” [6]
- A 2005 report referenced on the National Association of Realtors (NAR) website states that: “there is also strong evidence to conclude that cell sites are risk factors for certain types of cancer, heart disease, neurological symptoms and other effects.” [7].
- The FCC office of Engineering & Technology also has published a report titled “Questions and Answers about Biological Effects and Potential Hazards of Radiofrequency Electromagnetic Fields” [8]. It can be concluded from statements in the report that “more research is needed” and the FCC even points out that regulations could be amended in the future having stricter thresholds for “general public” continuous exposure limits. This does not give us confidence as homeowners living in close proximity (<100 ft) to a proposed CBS that we are safe from adverse health effects in the long-term. Here are a few statements from the FCC report:
  - The document states ([8] on page 8) that: “In general, while the possibility of “non-thermal” biological effects may exist, whether or not such effects might indicate a human health hazard is not presently known. Further research is needed to determine the generality of such effects and their possible relevance, if any, to human health. In the meantime, standards-setting organizations and government agencies continue to monitor the latest experimental findings to confirm their validity and determine whether alterations in safety limits are needed in order to protect human health.”.
  - The report goes on to state ([8] on page 8) that: “More recently, other scientific laboratories in North America, Europe and elsewhere have reported certain biological effects after exposure of animals and animal tissue to relatively low levels of RF radiation. These reported effects have included certain changes in the immune system, neurological effects, behavioral effects, .....”.
  - The report also points out ([8] on page 9) that: “not all standards and guidelines throughout the world have recommended the same limits for exposure. For example, some published exposure limits in Russia and some eastern European countries have been generally more restrictive than existing or proposed recommendations for exposure developed in North America and other parts of Europe.”
- In addition to these above mentioned references, we found letters and news articles of people all around the country having deep concerns about living near CBS installation and sending their children to school near installations. In fact, several local and state governments have proposed legislation to limit children's exposure, for example:
  - There were several bills proposed in the Georgia legislature (Drenner Bills) this year (2013) intended on banning school-sited cell towers. As stated by Drenner, “The long-term effects of exposure to the type of radiation produced by cell-phone towers are not fully known, but initial data indicates a cause for concern”.

And we found many other references pointing to adverse health concerns for children and adults [18]; too many to include in this letter. The comments quoted from the above mentioned sources and organizations and news releases around the country make us very uneasy about having CBS equipment so close (<100 feet) to our home even with assurances that they meet FCC standards. We do not feel that this is in the best interest our family and other residents in close proximity (< 100 feet) to the proposed installation and ask AT&T to consider other sites and that DSRSD deny a CBS lease application for the Rhoda water tower.

The cellular equipment (as stated in the permit application) is a 24/7 operating facility. The permit application does not explicitly state the transmission power level from the equipment or state that additional equipment won't be installed in the future (by AT&T or other carriers). We can mitigate total exposure for our children with hand held cellular devices in the home by turning them off, not allowing them to use the devices, or by introducing a significant standoff. We do not have that luxury for CBS equipment installed in our backyard. We can not turn it off while our children play in the backyard.

There is no risk mitigation mechanism for future changes to FCC RF exposure policy guidelines for the general public. We can (and have) purchased both earthquake and flood insurance policies given the disclosed proximity of our home to fault lines and the water tower. But, our family can't purchase insurance against negative future impacts to our health or property value due to the CBS equipment being installed within 100 feet of our home. We requested that AT&T provide, but have not been provided, references to long term (+20 year) studies that would assure our community that there will be no adverse health effects attributable to living within 100 feet of cellular transmission equipment at the proposed power levels from all mechanisms. We do not want to accept even a small increase in health risk to our family for AT&T to profit on a CBS installation in such close proximity (<100 feet) from our home. We do not see any positive benefits of the proposed installation for our family.

## Property Value Impacts

We found many peer-reviewed research articles showing compelling evidence that property values decrease for homes located in close proximity to CBS equipment installations. For instance, the National Association of Realtors (NAR) website references several peer reviewed studies published between 2005 and 2007 by The Appraisal Institute, the largest professional appraiser membership organization, highlighting evidence that CBS equipment will cause a decrease in home value (between 2% to 20%) from case studies in California, across the United States, and internationally [7, 9, 10].

Here are a few highlights from published peer reviewed documents and available news articles:

- A proximity impact study from 2004 analyzed transaction data of 9514 property sales and showed the effect of proximity to a tower reduced prices by 15% on average; with the effect tapering off to a negligible effect after 1000 feet of standoff from the equipment. ([9], pg 364)
- An opinion survey from the same report interviewed people in case study areas (CSA) in close proximity to CBS equipment (<100 ft) as well as people from 5 other control areas (CNTRL) further away (>0.6 miles). "In both case study and control areas, the impact of proximity to towers on future property values is the issues of greatest concern for respondents." ([9], pg 363). The same research study detailed in [7] Table 1, showed a dramatic impact of a CBS on purchase and rental price decisions. The collected data showed that (33% CSA / 19% CNTRL) respondents expected 1-9% decrease for price/rent, (24% CSA / 36% CNTRL) said 10-19% decrease, and (14% CSA / 38% CNTRL) said > 20% less.



- The same study showed the properties within 200 meters (656 feet) of a CBS decreased on average of over 2% [9].
- Another article stated: "The theory behind this argument is that, since the general public believes that exposure to RF of EMF emissions is dangerous, the property is less valuable regardless of whether or not fears over the dangers are founded. Families with small children will have lingering fears that the regulations are not strict enough." [11]
- And in a commonly referenced city of Burbank CA city council public hearing from December 8 2009; a real estate professional informed city officials that local real estate professionals he spoke with agree that there are adverse effects on property value. It was stated: "I've done research on the subject and as well as spoken to many real estate professionals in the area, and they all agree that there's no doubt that cell towers negatively affect real estate values. Steve Hovakimian, a resident near Brace park, and a California real estate broker, and the publisher of "Home by Design" monthly real estate magazine, stated that he has seen properties near cell towers lose up to 10% of their value due to proximity of the cell tower...So even if they try to disguise them as tacky fake metal pine trees, as a real estate professional you're required by the California Association of Realtors: that sellers and licensees must disclose material facts that affect the value or desirability of a property including conditions that are known outside and surrounding areas." (See City of Burbank Website, Video, Alex Safarian comments @ 6:24:28, [http://burbank.granicus.com/MediaPlayer.php?view\\_id=6&clip\\_id=848](http://burbank.granicus.com/MediaPlayer.php?view_id=6&clip_id=848))

We are concerned that home owners in close-proximity to the CBS are legally required to disclose the presence of the proposed CBS equipment to prospective home buyers as a "known condition" of the property or risk a possible lawsuit in the future by the home buyer. This will empower the prospective home buyer to negotiate for a lower price based on the proximity to the equipment or may decide to void the transaction completely. We have been told by several local Real Estate professionals that **"Perception during the home buying process is everything"** and that many people will immediately discount the property due to its proximity to CBS transmission equipment thus reducing the "buyers" pool even further (especially families with children). In addition, it is not fair that we would have to try to make a case to convince a prospective buyer that the home is safe. A CBS in our backyard is **not** a selling point.

To understand what the impacts could be, we looked at comparable sized homes (based on square footage) in our immediate vicinity and noted that they been selling between \$750,000 - \$800,000 (Zillow.com, Realtor.com, Redfin.com). Even if you take the lowest home depreciation percentage quoted in the aforementioned reports (2%), the minimum loss works out to be a significant number: ~\$15,000. And if you consider a mean value from the quoted range (~11%), the loss can be catastrophic: ~\$82,500. Hopefully the loss would not be higher.

During our meeting with AT&T consultants at the Rhoda water tower on 11/25/13, this topic was discussed. No assurances were given that AT&T would compensate the neighbors closest to the tower in any way for any losses during the sale of their home. AT&T will make money off the installed equipment by being able to claim better capacity coverage in the area, the DSRSD will collect significant lease revenue, and parts of the neighborhood away from the tower will get significantly improved coverage (as stated by AT&T as a motivation for the install). There is no stated benefit to our family and immediate neighbors for this proposed equipment installation that outweighs the potential loss in property value. This is an unfair uncertainty and financial burden that AT&T will force our family to carry.

## Environmental Impacts

In addition, we are concerned about potential impacts to our backyard wildlife environment. There are many large redwood and eucalyptus trees that provide a habitat for many owls, birds of prey, deer, and other wildlife. Their homes and hunting grounds are less than 50 feet from the proposed cellular arrays and at the same vertical elevation. Has AT&T approached independent wildlife experts to document the types of birds and other wildlife that call the Rhoda water tower their home and assess the impact on their well-being? We have not seen an environmental study report documenting that wildlife are safe making their homes in trees at the same vertical elevation continuously exposed to arrays with less than 50 feet standoff. We enjoy our wildlife filled backyard and do not want to risk having it change in the future.

## General Aesthetics of the CBS Equipment Installations

We have been provided draft documents for the equipment proposed to be installed in and around the Rhoda water tower [12]. We feel our home, in particular, will be significantly impacted as the proposed plans call for both a series of cellular arrays (~75 feet from our property line) and a 15'x10'x8' CMU structure (~25 feet from our property line) to be installed in plain view from our backyard and windows in our house.

We have had conversations with AT&T's proposed plans to "stealth" the installation. We understand that there are plans to paint the cellular arrays the same color of the tower and that the support equipment structure will have bushes masking part of the structure. We have not been provided any renderings to verify the aesthetics as viewed from our backyard. We feel any structure installed within 25' of our property line will impact our backyard environment and do not want to wait years for bushes to grow and fill in to completely mask the proposed structure.

Tree trimming was also mentioned in discussions with the AT&T consultants. We imagine that the trimming will be done in order to allow the cellular arrays an unobstructed view of the surrounding area. The level of proposed tree trimming was said to "minor", however, we feel any trimming that exposes additional surface area of the surrounding structures will change our backyard environment.

In addition, we have been promised that there will not be a generator installed on site and that there will not be any ambient noise from the operating equipment. We believe that this is not exactly true as there was mention that they may need cooling units and possibly a generator in the event of a power outage. If fact on the first page of the project summary equipment report from the zoning application permit has a placeholder for a generator ([14] page 11). Supplemental power in the form of generators is too loud and unacceptable from our perspective. In addition, cooling units installed on the structure 25' from our property line and above grade from our home will cause an increase in ambient noise. Our backyard is very quiet and we do not want to hear an air-conditioner unit running during the day when sitting on our bench near the property line. We feel that any ambient noise coming from the operating equipment is unacceptable due to its proximity to our backyard.

## Closing Remarks

We feel our family and the neighbors in the immediate vicinity of the proposed Cellular Base Station are being asked to shoulder a disproportionate amount of burden and risk (potential long term health risk, property value decreases, changes to our backyard environment, etc.) with little stated benefit or compensation. We have found many scientific peer-reviewed references for ongoing research studies alluding to possible negative long term health effects to our children through non-thermal mechanisms not

directly considered in FCC requirements, despite claims by AT&T and consultants that the FCC standards are sufficient now and into the distant future. In addition, we are convinced that the perception alone that CBS equipment can cause long-term health hazards is enough to significantly lower the surrounding property values. AT&T, a commercial company with commercial interests, will be making money on the installation and has not offered the home-owners in immediate proximity to the structure any guarantee or compensation for near or long term damages attributable to the proposed CBS (health effects or property devaluation). The proposed CBS installation has caused us substantial anxiety and, if the permit is approved, we will have to make a very hard decision to stay in the home that we love or move further away as a precautionary measure. **We ask that the DSRSD deny AT&T's lease application request to install and operate a CBS unit in our backyard.**

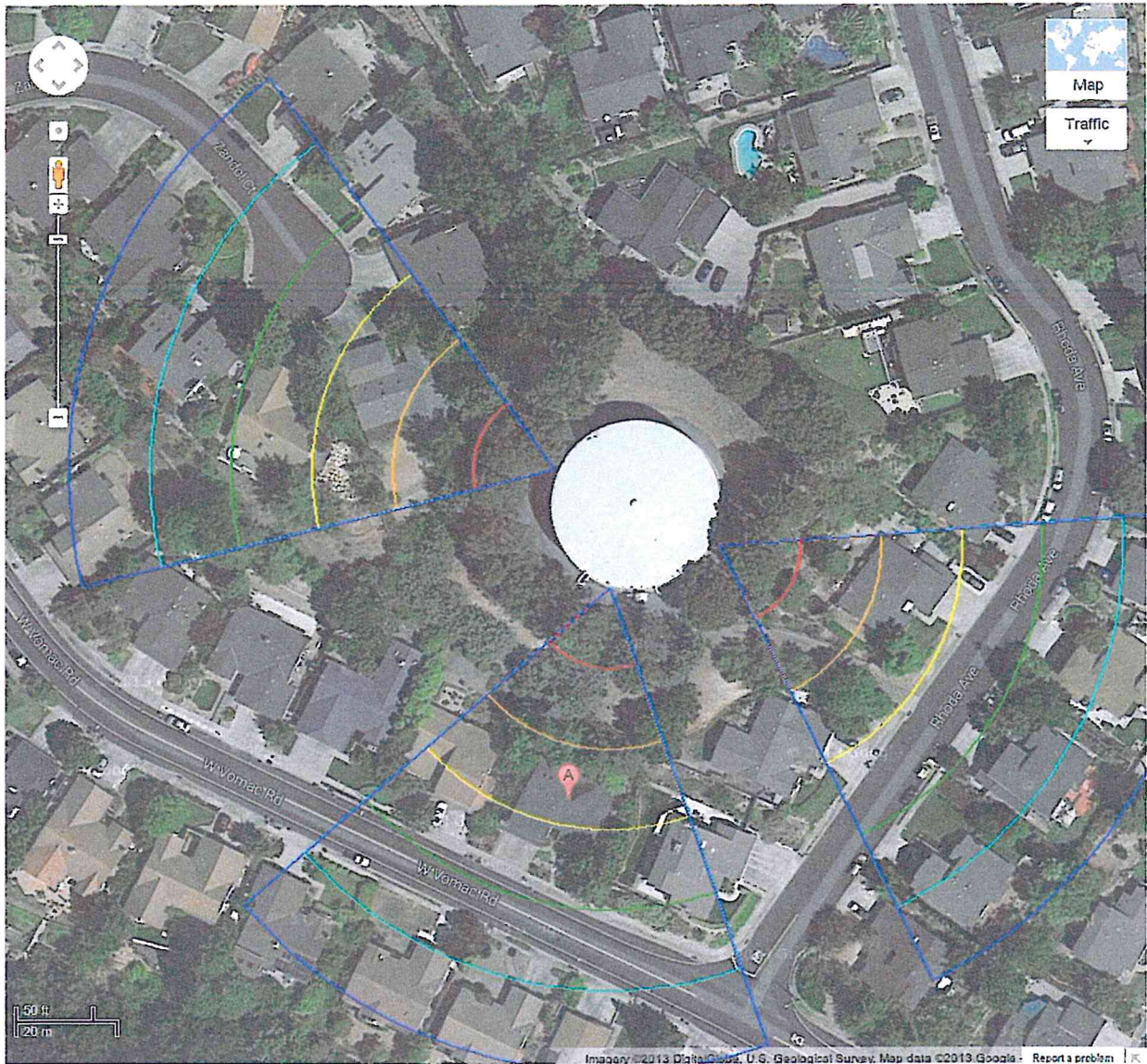
Thank you for your consideration.

Sincerely,

Handwritten signatures of Ed Kokko and Gretchen Hellmann in cursive script.

Ed Kokko and Gretchen Hellmann (11926 West Vomic Rd.)





*Figure 1: Homes around Rhoda water tower with proposed array placements and estimated radial distances from arrays (in 50 ft increments). For visualization purposes only. 11926 W. Vomic denoted with flag "A".*

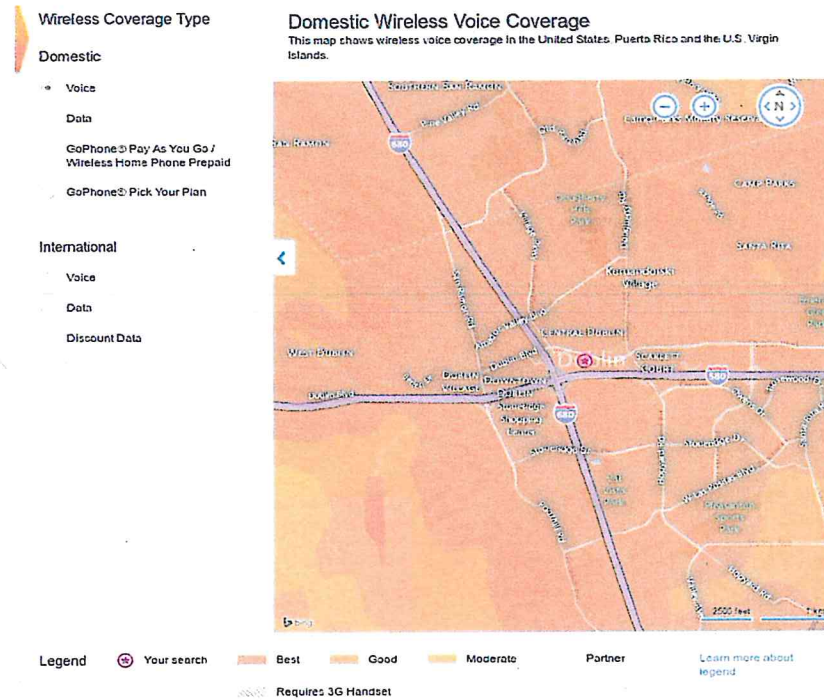


Figure 2: AT&T website coverage map (11/22/13) broader west Dublin

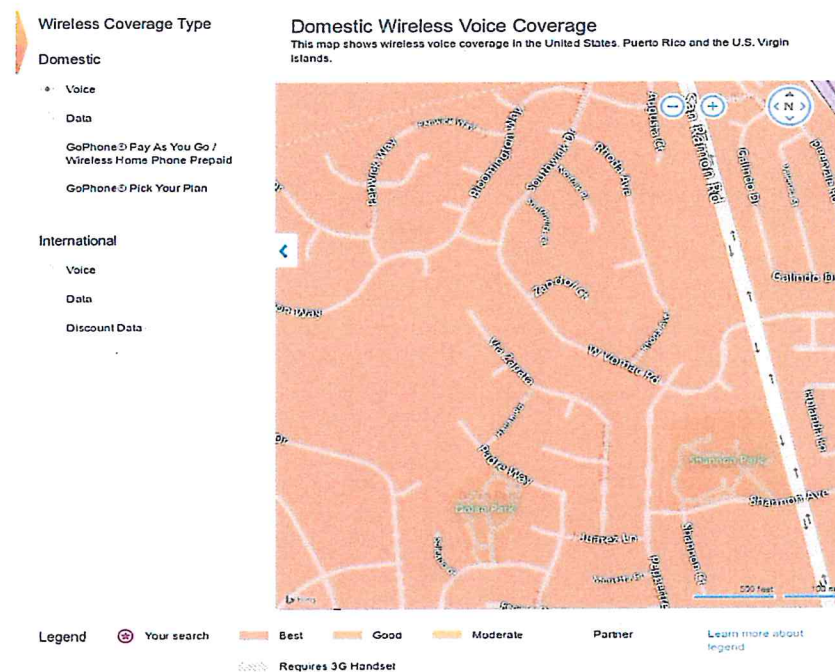


Figure 3: AT&T website coverage map (11/22/13) local to Rhoda water tower



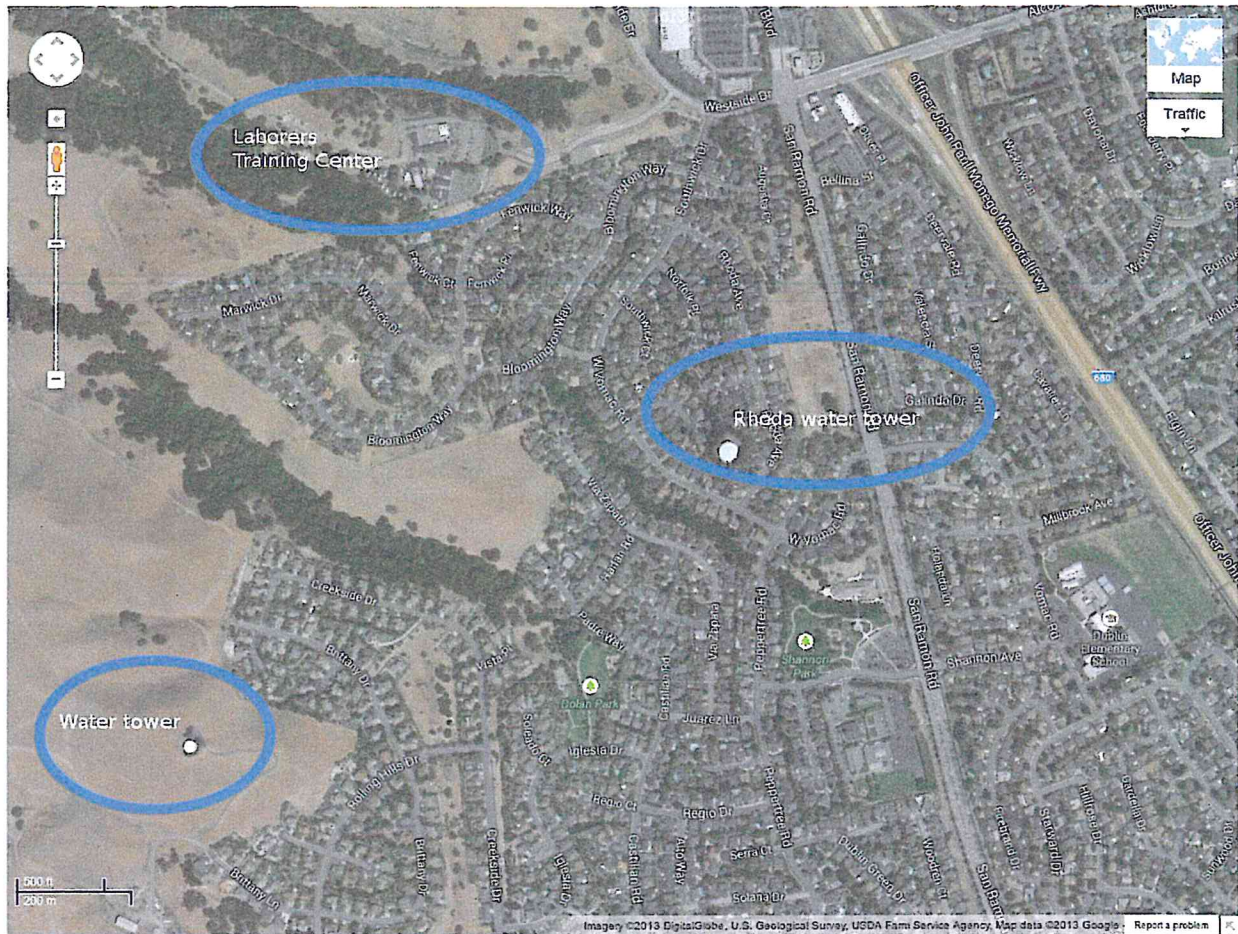


Figure 4: West Dublin (Google maps 11/23/13)

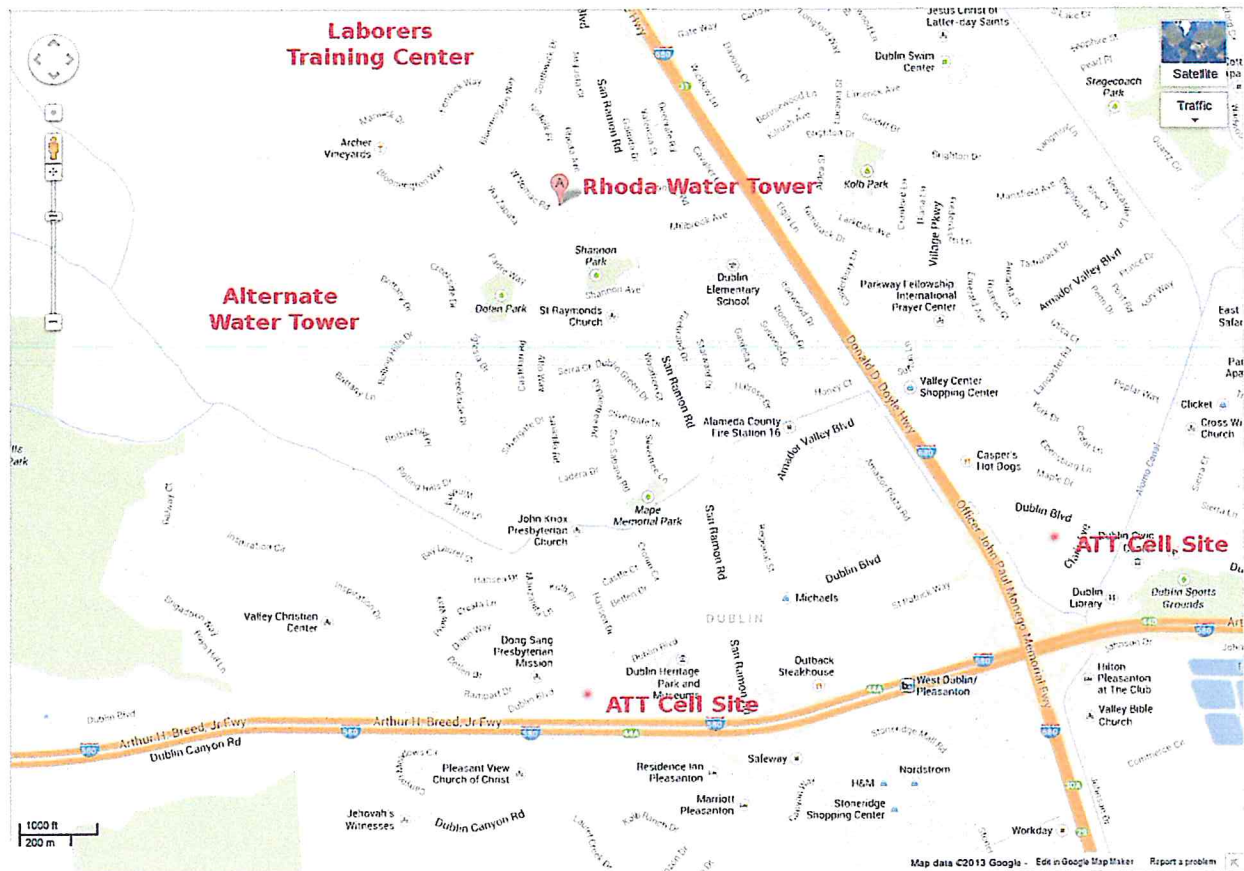
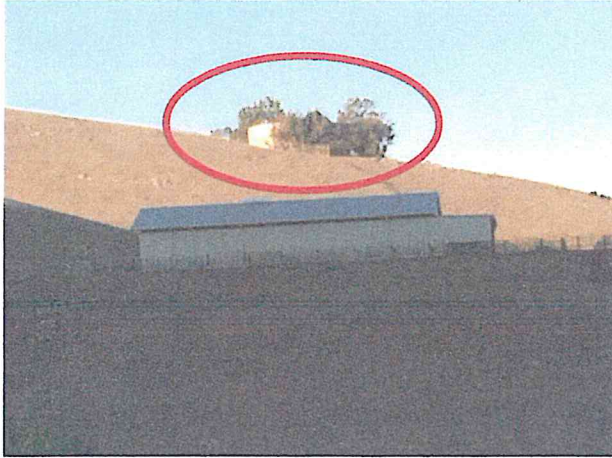
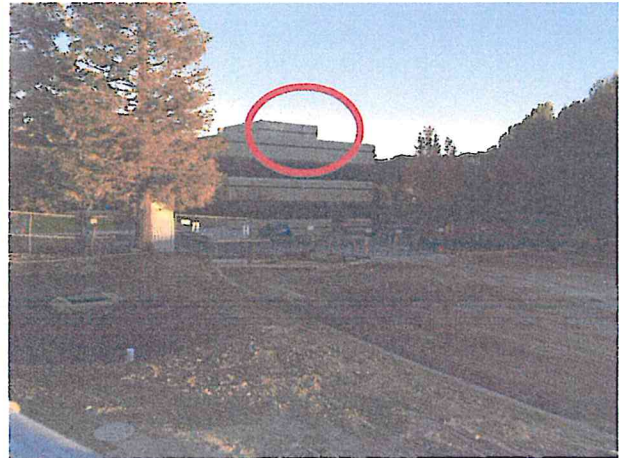


Figure 5: West Dublin AT&T cell sites, Rhoda water tower, alternate water tower, laborers training center

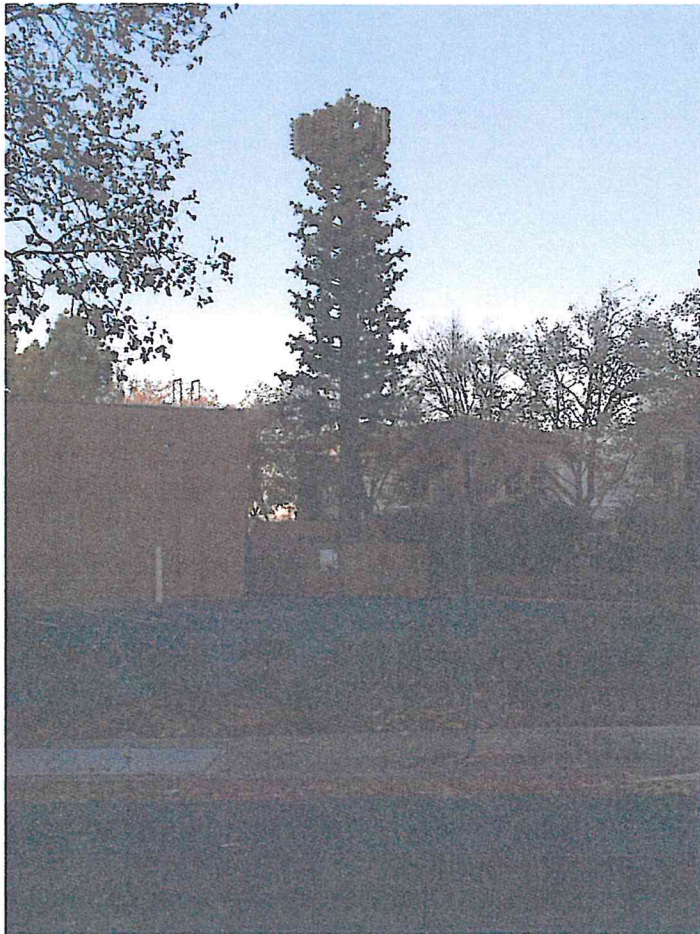




*Figure 6: Alternate water tower picture*



*Figure 7: Executive center array*



*Figure 8: 7-eleven cell tower*



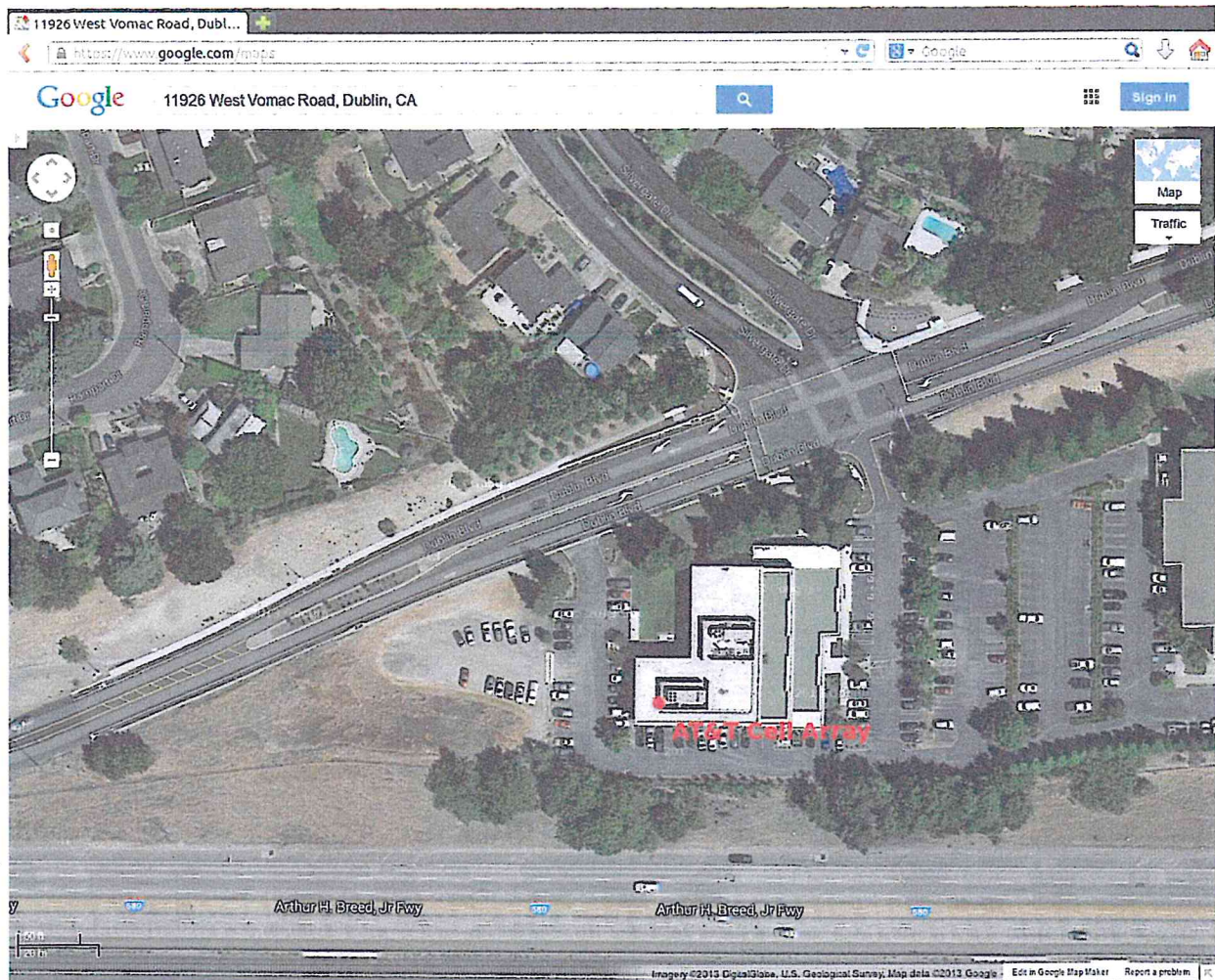
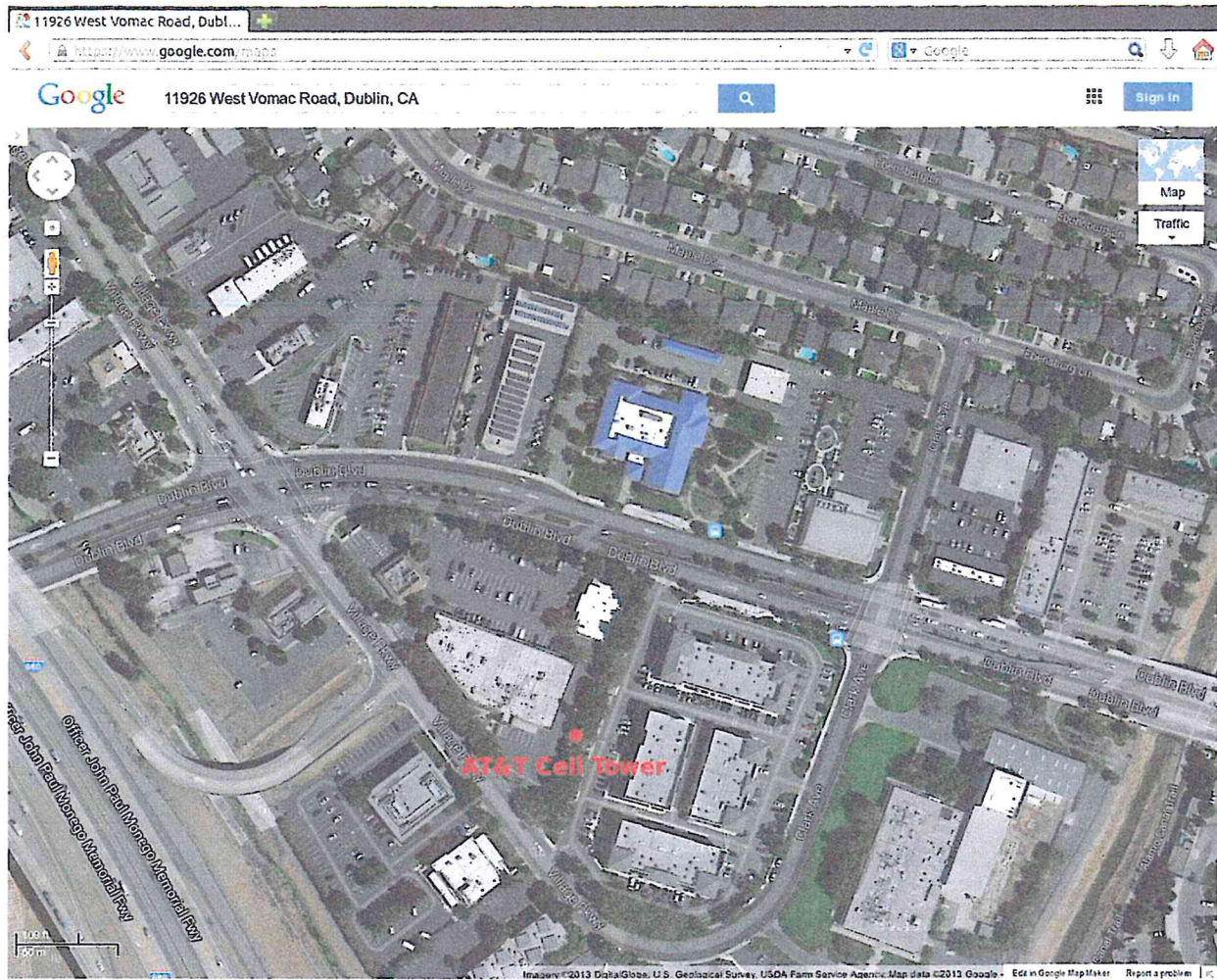
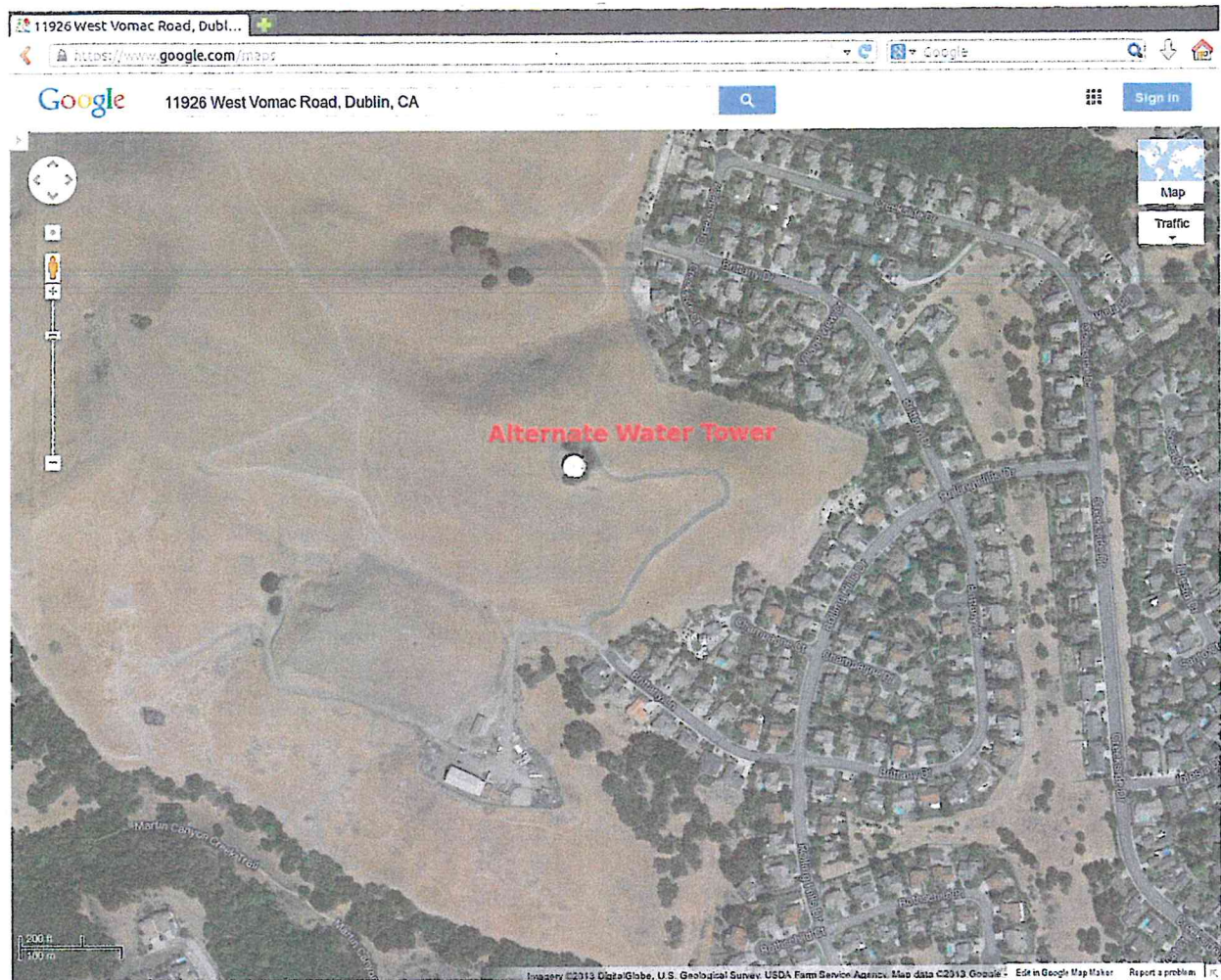


Figure 9: Executive Center AT&T Array





*Figure 10: AT&T 7-eleven cell tower*



*Figure 11: Alternate water tower in hills to west of Rhoda water tower*





*Figure 12: Photo of Rhoda water tower from 11926 W. Vomic backyard. Array proposed to be placed approximately within red circle and support structure within the box.*





*Figure 13: Picture of Rhoda water tower from 11926 patio door. Array proposed to be placed approximately within red circle and support structure within the box.*



## References

- [1] EMR Policy Institute 2002 letter to EPA.  
[http://www.emrpolicy.org/litigation/case\\_law/docs/noi\\_epa\\_response.pdf](http://www.emrpolicy.org/litigation/case_law/docs/noi_epa_response.pdf) (provided REF\_01\_FDA\_Hankin\_letter\_2002.pdf)
- [2] Levitt, Blake. "Biological effects from exposure to electromagnetic radiation emitted by cell tower base stations and other antenna arrays.", Canadian National Research Council, Nov 2010. (provided REF\_02\_Blake\_Levit\_Henry\_Lai.pdf)
- [3] "A Rationale for Biologically-based Exposure for Low-Intensity Electromagnetic Radiation.", BioInitiative Working Group 2012. (provided REF\_03\_Bio\_Initiative\_Report\_2012.pdf)
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- [16] AT&T Response to Property Value Question. (provided REF\_16\_ATT\_DOC\_Property\_Value\_110113.pdf)
- [17] AT&T Response to Safety Question. (provided REF\_17\_ATT\_DOC\_Cell\_Site\_Safety\_Final.pdf)
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Reference Financial Services Manager	Type of Action Review and Provide Direction	Board Meeting of October 21, 2014
Subject Review of District Debt - Regional Bank Bond		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input checked="" type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
<input checked="" type="checkbox"/> Staff	J. Archer	<input type="checkbox"/> Board Member

## Recommendation:

The Financial Services Manager recommends the Board of Directors receive the report and, by Consensus, direct appropriate District representatives to meet with City of Pleasanton in accordance with terms of the Financing Administration Agreement as amended to propose early payoff of the debt.

## Summary:

In 2009, the District needed to refinance the Stage 4 Variable Bonds. Bank of America our retail banker offered to refinance approximately \$18.5 million dollars. The debt was financed over ten years at an interest rate of 4.38%. The Bank Bond offered by Bank of America was beneficial to the District as it secured the Wastewater Treatment Plant debt and allowed staff to begin focusing on the pending refinancings for WateReuse and LAVWMA debts. Strategic Plan Goal 1.4.2 requires that staff annually evaluate the District's debt instruments for refinancing and early repayment opportunities.

See attached staff report for analysis.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR J. Archer	DEPARTMENT Fin Serv	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. FAA 5X Calculation 2. FAA Amendment 2 3. FAA dated 12/5/00			

## STAFF REPORT

Board of Directors  
October 21, 2014



### Review of District Debt - Regional Bank Bond

#### BACKGROUND

In 2009, the District needed to refinance the Stage 4 Variable Bonds. Bank of America, our retail banker, offered to refinance approximately \$18.5 million dollars. The debt was financed over ten years at an interest rate of 4.38%. The Bank Bond offered by Bank of America was beneficial to the District as it secured the Wastewater Treatment Plant debt and allowed staff to begin focusing on the pending refinancings for WateReuse and LAVWMA debts. Strategic Plan Goal 1.4.2 requires that staff annually evaluate the District's debt instruments for refinancing and early repayment opportunities.

#### DISCUSSION

The Bank Bond has been paid timely throughout its term. Terms of the Bond allow it to be repaid no earlier than September 1, 2014. The principal balance on the note after the September 1, 2014 payment is \$10,229,314.99 and the next scheduled payment is March 1, 2015.

A copy of the Loan Amortization schedule follows:

##### 2009 Refunding Note

Regional Expansion

Interest Rate: 4.38%, 360-day basis

Optional Redemption on or after September 1, 2014 at principal amount (no penalty)

Payment Date	Principal Amount	Interest Amount	Total Loan Payment	Balance Remaining
3/1/2010	765,543.04	384,601.23	1,150,144.27	17,720,456.94
9/1/2010	762,066.27	388,078.01	1,150,144.28	16,958,390.67
3/1/2011	778,755.52	371,388.76	1,150,144.28	16,179,635.15
9/1/2011	795,810.26	354,334.01	1,150,144.27	15,383,824.89
3/1/2012	813,238.51	336,905.77	1,150,144.28	14,570,586.38
9/1/2012	831,048.43	319,095.84	1,150,144.27	13,739,537.95
3/1/2013	849,248.39	300,895.88	1,150,144.27	12,890,289.56
9/1/2013	867,846.93	282,297.34	1,150,144.27	12,022,442.63
3/1/2014	886,852.78	263,291.49	1,150,144.27	11,135,589.85
9/1/2014	906,274.86	243,869.42	1,150,144.28	10,229,314.99
3/1/2015	926,122.28	224,022.00	1,150,144.28	9,303,192.71
9/1/2015	946,404.35	203,739.92	1,150,144.27	8,356,788.36
3/1/2016	967,130.61	183,013.67	1,150,144.28	7,389,657.75
9/1/2016	988,310.77	161,833.50	1,150,144.27	6,401,346.98
3/1/2017	1,009,954.77	140,189.50	1,150,144.27	5,391,392.21
9/1/2017	1,032,072.78	118,071.49	1,150,144.27	4,359,319.43
3/1/2018	1,054,675.18	95,469.10	1,150,144.28	3,304,644.25
9/1/2018	1,077,772.56	72,371.71	1,150,144.27	2,226,871.69
3/1/2019	1,101,375.78	48,768.49	1,150,144.27	1,125,495.91
9/1/2019	1,125,495.91	24,648.36	1,150,144.27	-
<b>Totals</b>	<b>18,485,999.98</b>	<b>4,516,885.49</b>	<b>23,002,885.47</b>	

Strategic Plan goal 1.4.2 requires staff to regularly evaluate the District's debt instruments for refinancing and early repayment opportunities that may be beneficial to the District.

While the interest rate of 4.38% was good at the time of the refinancing, interest rates continue to be low due to the actions taken over the last few years by the Federal Reserve to reduce the cost of borrowing as an incentive to boost the economy. The Federal Reserve has indicated that it plans to allow interest rates to slowly and gradually rise. But, it has also indicated it does not want to cause interest rates to increase to a point where it hurts economic growth and stability. Interest earning rates, therefore, are not anticipated to increase by any significant amount during the next few years. This will have an equivalent impact on both borrowing costs as well as potential investment earnings.

Financial Services Manager John Archer has inquired as to any potential market for refinancing this debt. Based on feedback provided by US Bank and Stifel (who has been our Financial Advisor), there is a potential market available to refinance this loan. Interest rates could be in the range of 1.75% - 2.0%, excluding fees or legal costs, which could add at least another \$20,000. Preliminary discussion with Pleasanton Finance Officer Emily Wager indicated that the city supports debt reductions, but not the extension of debt over a longer time period. Ms. Wagner also recommended that we might explore paying off the debt completely. Liquidation of the bank debt would also reduce the debt target prescribed under the Finance and Administration Agreement (FAA) and could improve the debt coverage ratio.

The District currently invests its available cash and the current interest earning rate on the portfolio as of June 30, 2014 is 0.87%.

The potential impact on Regional Expansion Fund (Regional) as of September 30, 2014 is shown below:

Description	Before Payment	Payment	After Payment
Regional Expansion Debt	\$59.1M	\$10.2M	\$48.9M
Regional Fund Balance	\$38.1M	\$10.2M	\$27.9M
Debt Service Target*	\$33.2M		\$21.7M
Years Debt Service	5.75		6.44

\*Administrative Target Level (7D) 5X MADS

It would be possible to redeem the entire debt while remaining in full compliance with FAA debt targets and even increasing reserves (as expressed in terms of years of debt service payments held in reserve) after the repayment.

There are two options available at this time:

1. Pay off the full amount of the bank bond using available cash that is currently earning 0.8%; or
2. Continue to pay the existing Bond and review the same options next year.

The Financing and Administration Agreement (with Pleasanton) indicates that amounts in excess of the Administrative Target Level (5X) can be used to reduce debt. Currently, based on October financial statements, the excess is \$2.5M (see Attachment I). Under terms of the Second Amendment to the FAA dated November 16, 2010 (see extract at Attachment II), *"City and District staff shall make a recommendation at the fall meeting of the Committee, in conjunction with long-term cash flow computer models, regarding disposition of the surplus funds, which may include but not be limited to, using the surplus funds for maintaining extra reserves or for the retirement of Debt Service."*

## RECOMMENDATION

Staff seeks direction from the Board.

## Financing Administration Agreement Calculations

September 2014

### Bond Target Level Calculation

	Max Annual Debt
LAVWMA 2011 Refunding Bonds (Expansion Portion) highest fiscal year debt service (2024) \$	4,332,552
DSRSD Expansion Amount Outstanding	<b>\$48,866,096</b>
<u>Bank of America Refunding Bond</u>	\$ 2,300,289
Expansion Amount Outstanding	<b>\$10,229,315</b>
BOND TARGET LEVEL (7c) or 2X	\$ 13,265,683
ADMINISTRATIVE TARGET LEVEL (7d) or 5XMADS	\$ 33,164,206
Working Capital in Rate Stabilization/Regional Sewer Expansion Fund	<b><u>\$ 38,115,977</u></b>
Number of Years of Maximum Debt Service on Hand (Working Capital/Max Annual Debt) \$	6,632,841 5.75
Capacity Fee Revenue this Fiscal Year	<b>\$ 2,909,304</b>
Debt Service for FY 14/15	<b>\$ 6,613,538</b>
Capacity fees in excess (deficiency) of this amount	<b>\$ (3,704,234)</b>
Amount in Rate Stabilization Fund in Excess of (below) 5XMADS	<b><u>\$ 4,951,771</u></b>

## Financing Administration Agreement Calculations

PROFORMA with Payoff of Bond

### Bond Target Level Calculation

	Max Annual Debt
LAVWMA 2011 Refunding Bonds (Expansion Portion) highest fiscal year debt service (2024) \$	4,332,552
DSRSD Expansion Amount Outstanding	<b>\$48,866,096</b>
<u>Bank of America Refunding Bond</u>	\$ -
Expansion Amount Outstanding	<b>\$0</b>
BOND TARGET LEVEL (7c) or 2X	\$ 8,665,105
ADMINISTRATIVE TARGET LEVEL (7d) or 5XMADS	\$ 21,662,761
Working Capital in Rate Stabilization/Regional Sewer Expansion Fund	<b><u>\$ 27,886,662</u></b>
Number of Years of Maximum Debt Service on Hand (Working Capital/Max Annual Debt) \$	4,332,552 6.44
Capacity Fee Revenue this Fiscal Year	<b>\$ 2,909,304</b>
Debt Service for FY 14/15	<b>\$ 4,313,250</b>
Capacity fees in excess (deficiency) of this amount	<b>\$ (1,403,946)</b>
Amount in Rate Stabilization Fund in Excess of (below) 5XMADS	<b><u>\$ 6,223,901</u></b>



4. Section 7 (f) of said Agreement is hereby amended to read as follows:

(f) Surplus. If the Audited Fund Balance is in excess of the Administrative Target Level ("Surplus Funds"), City and District staff shall make a recommendation at the fall meeting of the Committee, in conjunction with a long term cash flow computer model, regarding disposition of the surplus funds, which may include but not be limited to using the surplus funds for maintaining extra reserves or for the retirement of Debt Service. The Committee will make a recommendation as to the disposition of the surplus funds and the City and District shall then jointly ratify the Committee's recommendation on the disposition of the surplus funds. If the Committee makes no recommendation as to the disposition of the surplus funds, or if the City and District do not both ratify the recommended disposition of the surplus funds, then the funds will remain in the Rate Stabilization Fund until a mutually agreeable disposition can be determined jointly by the City and the District.

5. In all other respects, the Agreement, as amended by the First Amendment (dated as of June 28, 2004) thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Second Amendment to the Agreement as of the date and year first hereinabove written:

CITY OF PLEASANTON

By: 

Nelson Fialho, City Manager

Approved as to form:

  
Jonathan Lowell, City Attorney

Attest:

By: 

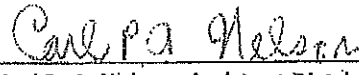
Karen Diaz, City Clerk

DUBLIN SAN RAMON SERVICES DISTRICT

By: 

Bert Michalczyk, General Manager

Approved as to form:

  
Carl P. A. Nelson, Assistant District Counsel

Attest:

By: 

Nancy G. Hatfield, District Secretary

FAA DATED 12/5/00

\*See, Exhibit "B," attached hereto and by this reference incorporated herein for interpretative example of application of the foregoing Table.

(f) Surplus. Annually, prior to payment of the annual Debt Service and after allocating sufficient funds to meet all annual obligations to pay for all Regional Facilities Expansion Projects undertaken by District as of the Effective Date of this Agreement, District shall determine the value of investments held in the Rate Stabilization Fund, which value shall be either the market value or the face value thereof, whichever is less. If the value of investments in the Rate Stabilization Fund plus cash or equivalent securities on deposit therein (the "Fund Value") exceeds the Bond Target level, irrespective of whether the Fund Value is less than the Administrative Target Level, Regional Facilities Expansion Projects undertaken by the District may, with the written approval of City and District be paid for from the Rate Stabilization Fund, provided that such payment does not reduce the Fund Value below the Bond Target Level.

If the Fund Value exceeds the Administrative Target Level, i.e., five (5) times the Maximum Annual Expansion Projects Debt Service, said excess ("Surplus") shall be allocated or expended as follows:

(i) First, the Surplus shall be used to redeem any variable rate District Bonds pertaining to the WWTP Stage 4 Expansion Project which are then redeemable. If no such variable rate District bonds are then outstanding, the Surplus shall be allocated to a special account, the funds in which shall be used to call and redeem fixed-rate District bonds pertaining to the WWTP Stage 4 Expansion Project on the first optional call date, or on the first call date without a prepayment penalty, at the option of District.

(ii) Second, at such time as all District Bonds pertaining to the WWTP Stage 4 Expansion Project have been redeemed, the Surplus shall be allocated to redeem or otherwise pay other District debts and obligations; provided, that a