



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, February 16, 2016

AGENDA

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

BUSINESS:

REFERENCE

	<u>Recommended Action</u>	<u>Anticipated Time</u>
1. <u>CALL TO ORDER</u>		
2. <u>PLEDGE TO THE FLAG</u>		
3. <u>ROLL CALL</u> – Members: Duarte, Halket, Howard, Misheloff, Vonheeder-Leopold		
4. <u>SPECIAL ANNOUNCEMENTS/ACTIVITIES</u>		
5. <u>PUBLIC COMMENT</u> (MEETING OPEN TO THE PUBLIC)		
At this time those in the audience are encouraged to address the Board on any item of interest that is within the subject matter jurisdiction of the Board and not already included on tonight's agenda. Comments should not exceed five minutes. Speakers' cards are available from the District Secretary and should be completed and returned to the Secretary prior to addressing the Board. The President of the Board will recognize each speaker, at which time the speaker should proceed to the lectern, introduce him/herself, and then proceed with his/her comment.		
6. <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>		
Tri-Valley Water Policy Roundtable #6	February 11, 2016	
7. <u>APPROVAL OF MINUTES</u> - Regular Meeting of February 2, 2016	Executive Services Supervisor	Approve by Motion

BUSINESS:

REFERENCE

		Recommended Action	Anticipated Time
8.	<u>CONSENT CALENDAR</u>		
	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.	Approve Technical Services Agreement with National Plant Services, Inc., for Condition Assessments of Sanitary Sewer Lines	Engineering Services Manager	Approve by Motion
B.	Approve Amendment to the Capital Improvement Plan and Budget FYEs 2016 and 2017 to Revise Project Description and Increase Budget for District Office Improvements Project (CIP 6-A006)	Engineering Services Manager	Approve by Resolution
C.	Accept the Following Regular and Recurring Reports: District Financial Statements, Warrant List, and Upcoming Board Business	General Manager	Accept by Motion
9.	<u>BOARD BUSINESS</u>		
A.	Review and Discuss Drought Management Program	General Manager	Discuss & Provide Direction 5 min
B.	Accept Water Supply and Demand and Drought Response Action Plan Status Reports	General Manager	Accept by Motion 5 min
C.	Continue the State of a Community Drought Emergency through October 31, 2016 and Rescind Resolution No. 27-15	General Manager	Approve by Resolution 5 min
D.	Endorse Updated Drought Response Action Plan for 2016	Operations Manager	Approve by Motion 15 min
E.	Amend FYE 2016 <i>and</i> FYE 2017 Operating Budgets Related to District Drought Response	General Manager	Approve by Resolution 5 min
F.	Referral of Status Update of the Water Master Plan and Water Capacity Reserve Fee Study to the Finance and Personnel Committee	Engineering Services Manager	Receive Presentation/ Refer to Committee 5 min
G.	Discuss Tri-Valley Water Policy Roundtable Activities on Water Reliability and Advanced Water Recycling	Engineering Services Manager	Discuss & Provide Direction 15 min

BUSINESS:

REFERENCE

		<u>Recommended Action</u>	<u>Anticipated Time</u>	
H.	Discuss Update on California WaterFix Project	Engineering Services Manager	Receive Presentation	10 min
I.	Amend the Memoranda of Understandings between the District and the Mid-Management Employees Bargaining Unit (MEBU) and the Professional Employees Bargaining Unit (PEBU) for the period December 26, 2011 through December 17, 2017, and for the Confidential Employees Bargaining Unit (CEBU) for the period of December 26, 2011 through April 30, 2018	General Manager	Approve by Resolutions (3)	5 min
10.	<u>BOARDMEMBER ITEMS</u>			
	• Submittal of Written Reports from Travel and Training Attended by Directors			
11.	<u>CLOSED SESSION</u>			
	A. Conference with Labor Negotiators— Pursuant to Government Code Section 54957.6 <i>Agency Negotiators: John Archer, General Manager</i> <i>Employee Organizations:</i> 1. Mid-Management Employees Bargaining Unit 2. Professional Employees Bargaining Unit 3. Confidential Employees Bargaining Unit <i>Additional attendees:</i> Michelle Gallardo, Human Resources Supervisor Carl P.A. Nelson, General Counsel		5 min	
	B. Conference with Labor Negotiators – Pursuant to Government Code Section 54957.6 <i>Agency Negotiators: John Archer, General Manager</i> <i>Employee Organization:</i> 1. Stationary Engineers – Local 39 <i>Additional attendees:</i> Michelle Gallardo, Human Resources Supervisor Carl P.A. Nelson, General Counsel		5 min	
	C. Public Employee Appointment – Pursuant to Government Code Section 54957 <i>Title: General Manager</i>		30 min	
12.	<u>REPORT FROM CLOSED SESSION</u>			
13.	<u>ADJOURNMENT</u>			

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**

February 2, 2016

1. CALL TO ORDER

A regular meeting of the Board of Directors was called to order at 6:00 p.m. by President D.L. (Pat) Howard.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

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

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

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

New employee introduction:

Robyn Mutobe, Associate Civil Engineer – Subject Matter Expert

General Manager Archer reported that the Tri-Valley Water Policy Roundtable meeting is scheduled for February 11, 2016. He also reported that the Association of California Water Agencies (ACWA) Legislative Symposium will be held March 9, 2016 in Sacramento. Please contact Engineering Services Manager McIntyre if you would like to attend. Lastly, he reminded Boardmembers and designated staff that the Fair Political Practices Commission (FPPC) Annual Statements of Economic Interest forms (Form 700) are due to the District Secretary by March 18, 2016.

5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:03 p.m.

– There was no public comment received.

6. REPORTS

A. Reports by General Manager and Staff

- Event Calendar – General Manager Archer reported on the following:
 - o Boardmembers are encouraged to visit the District Office lobby area to see the updating efforts currently underway.
 - o Drought planning items are scheduled for the February 16, 2016 Board meeting.
 - o Recent rainfall and snowpack levels are up though Lake Oroville is currently at 67% capacity, matching the level of the worst drought in California history.
 - o The recent ACWA newsletter features the District receiving the 2015 Best in Blue award for drought outreach efforts.
 - o The DSRSD/Pleasanton liaison meeting was held yesterday.

- Correspondence to and from the Board on an Item not on the Agenda - None

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

C. Committee Reports

LAVWMA	January 27, 2016
DSRSD/Pleasanton Liaison Committee	February 1, 2016

President Howard invited comments on recent committee activities. Vice President Halket and Director Vonheeder-Leopold reported that the DSRSD/Pleasanton liaison meeting went very well, addressing several topics including Pleasanton's recycled water project and gratitude for the District's cooperation, Pleasanton's interest in the BAB2E (Bay Area Biosolids to Energy Coalition) project, Zone 7's water supply evaluation update, future water resources, and status of the Lund sewer capacity matter.

7. APPROVAL OF MINUTES – Special Meeting of January 18, 2016

Director Duarte MOVED for the approval of the January 18, 2016 minutes. Director Misheloff SECONDED the MOTION, which CARRIED with FIVE AYES.

8. CONSENT CALENDAR

Director Vonheeder-Leopold MOVED for approval of the items on the Consent Calendar. Director Duarte SECONDED the MOTION, which CARRIED with FIVE AYES.

- A. Authorize Task Order No. OC-20 with Carollo Engineers for Engineering Design Services for the Dublin Trunk Sewer Rehabilitation (CIP 16-S021) – Approved
- B. Establish the 2016 Process and Schedule for Performance Assessments of Board Appointees (General Manager, General Counsel, Treasurer and District Secretary) – Approved

9. BOARD BUSINESS

A. Discuss Drought Management Program

General Manager Archer reported that this is a standing agenda item intended for discussion by the Board, staff and the public on the District's Drought Management Program.

No members of the public addressed the Board on this topic.

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

- B. Award Construction Agreement to C Overaa & Co., for DERWA Recycled Water Treatment Facility Sixth Filter Project (COP 16-R008)

Engineering Services Manager McIntyre reviewed the item and explained that due to the emergency nature under which this equipment installation falls, the approval of the recommended action requires a four-fifths vote.

The Board and staff discussed the District's current on-call contracts, the outlook for future on-call contract needs, and the potential pool of local contractors. Staff also confirmed that the City of Pleasanton is entirely responsible for the cost of this project.

Director Misheloff MOVED to adopt Resolution No. 4-16, approving and authorizing execution of Technical Services Agreement with C. Overaa & Co., for construction of DERWA recycled water treatment facility sixth filter project (CIP 16-R008). Director Duarte SECONDED the MOTION, which CARRIED with FIVE AYES.

C. Approve the Revised Fifth Edition of the District's Five-Year "Strategic Plan – Investing for Reliable and Sustainable Service FYE 2016 – 2020"

General Manager Archer reviewed the item and stated that the proposed updates have been made to better align the Plan with the restructuring of the 2016 Board Committees. He also noted that in light of recent and ongoing staff turnover, largely due to retirements, the addition of a Plan goal pertaining to hiring and training of replacement staff in a timely manner has been recommended.

V.P. Halket MOVED to adopt Resolution No. 5-16, approving the revised fifth edition of the five-year "Strategic Plan – Investing for Reliable and Sustainable Service FYE 2016 to FYE 2000." Director Misheloff SECONDED the MOTION, which CARRIED with FIVE AYES.

10. BOARDMEMBER ITEMS

Director Duarte reported he attended the Contra Costa Special Districts Association (CCSDA) meeting at the Pleasant Hill Recreation & Park District Community Center on January 25, 2016, and announced he was elected the new Member-at-Large. He reported that he also attended the LAVWMA meeting on January 27, 2016 and is the new Chair. He summarized the activities and discussions at the meetings.

Director Misheloff submitted a written report to Executive Services Supervisor Genzale. She reported that she attended the California Association of Sanitation Agencies (CASA) conference last month in Palm Springs, and the LAVWMA meeting on January 27, 2016. She summarized the activities and discussions at the meetings.

Director Vonheeder-Leopold submitted a written report to Executive Services Supervisor Genzale. She reported that she attended the CASA conference and CASA Board meeting held last month. She summarized the activities and discussions at the meetings.

President Howard submitted a written report to Executive Services Supervisor Genzale. He reported that he attended the CASA conference held last month. He summarized the activities and discussions at the meeting.

11. CLOSED SESSION

At 6:29 p.m. the Board went into Closed Session.

A. Public Employee Appointment – Pursuant to Government Code Section 54957
Title: General Manager

12. REPORT FROM CLOSED SESSION

At 7:10 p.m. the Board came out of Closed Session. President Howard announced that there was no reportable action.

13. ADJOURNMENT

President Howard adjourned the meeting at 7:11 p.m.

Submitted by,

Nicole Genzale, CMC
Executive Services Supervisor



Dublin San Ramon Services District

Summary & Recommendation

Agenda Item 8A

Reference Engineering Services Manager	Type of Action Approve Agreement	Board Meeting of February 16, 2016
Subject Approve Technical Services Agreement with National Plant Services, Inc., for Condition Assessments of Sanitary Sewer Lines		
<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	D. McIntyre <input type="checkbox"/> Board Member

Recommendation:

The Engineering Services Manager recommends the Board of Directors approve, by Motion, a Technical Services Agreement with National Plant Services, Inc., to perform condition assessments of sanitary sewer lines over a two-year period in an amount not to exceed \$225,000 per fiscal year.

Summary:

This work is being conducted in accordance with Strategic Plan Element 2.05.03, Complete Closed Circuit Video (CCTV) and Pipeline Assessment and Certification Program (PACP) evaluation of all local sewer facilities installed prior to 2000 by the end of fiscal year ending 2018.

One objective of the Asset Management program is to project future sewer rehabilitation and replacement costs based on the condition of the sewers. The condition of the sewers is determined by videoing the inside of the sewers and rating the condition based on the National Association of Sanitary Sewer Companies (NASSCO) PACP standards. For sewer lines installed prior to the year 2000 there is either poor quality or no video available. The District videos and rates the condition of approximately 10% of the sewer lines each year. Rather than wait for all the sewers to be videoed through the standard work process, this project will supplement the District's work by engaging a firm to clean, CCTV and evaluate 348,497 feet of pipeline ranging from 6" to 27" in diameter.

Staff sent a Request for Proposal for the project to three firms and all three submitted proposals. Staff followed-up with phone conversations with the firms for clarification where needed. Based on the proposed approach to work, experience, and cost, National Plant Services, Inc. was selected. The scope of services for Fiscal Years Ending (FYE) 2016 and 2017 is included as Attachment B to the Technical Services Agreement.

The Agreement has a two-year term, with the second year services based on satisfactory completion of work in FYE 2016. Work will be divided into two phases: Phase 1 to be completed by June 30, 2016 and Phase 2 work to be completed by June 30, 2017. The scope of work for Phase 2 will be evaluated and tailored based on the results from Phase 1.

The project is an approved line item in the Operating Budget for FYEs 2016 and 2017 and is funded 100% from Sewer Operations (Fund 200).

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR K. Peterson	DEPARTMENT Engineering Services	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 \$450,000	<input checked="" type="checkbox"/> Funding Source A. Sewer Operations (Fund 200) B.		Attachments to S&R 1. Technical Services Agreement 2. 3.			

DUBLIN SAN RAMON SERVICES DISTRICT
Technical Services Agreement

THIS AGREEMENT for technical services is between **Dublin San Ramon Services District** ("District") and **National Plant Services, Inc.** ("Contractor"). Contractor's address is **1461 Harbor Avenue, Long Beach, CA 90813**, telephone **(562) 436-7600**, and fax number **(562) 495-1528**. Contractor is a [X] corporation, [] partnership, [] individual, having taxpayer's identification number **36-2819728**, and California Contractors License number **351503**.

Section 1: The Agreement. District and Contractor agree that Contractor shall perform technical services for District on the terms and conditions herein set forth in connection with District's **Hydrocleaning and CCTV Inspection Services** project. The following documents are attached hereto and are a part of this Agreement:

Attachment A – General Agreement Provisions
Attachment B – Scope of Work
Attachment C – Contractor's Rates and Charges

This Agreement, including said attachments, constitutes the entire agreement between the parties and supersedes any prior proposals, representations, or understandings. This Agreement may be modified only by a written amendment signed by each party.

Section 2: Time of Performance. Unless otherwise stated in Attachment B, Contractor is authorized to commence performance of this Agreement upon its execution by the District and receipt of a Notice to Proceed from the District. Contractor shall complete all services covered by this Agreement no later than June 30, 2017 unless this date is extended by District in writing. If Contractor fails to complete the services by said date, Contractor shall pay District as liquidated damages **\$0.00** per day of default.

Section 3: Payment. Contractor shall, at convenient intervals not more frequently than monthly, submit itemized statements of services performed at the rates and charges in Attachment C. District shall pay for work satisfactorily performed within thirty (30) days after receipt of a statement, less any retention withheld as specified in Attachment A. The total amount payable by District for Contractor's services pursuant to the Agreement shall not exceed \$450,000.00 without the prior written approval of the District.

Section 4: Termination. District may terminate this Agreement at any time by fifteen (15) days prior written notice to Contractor. Upon termination, District shall pay Contractor for all amounts due for service rendered up to the date of termination.

Dated _____

DUBLIN SAN RAMON SERVICES DISTRICT

CONTRACTOR

By: _____

By: _____

Title: General Manager _____

Title: _____

Attest: _____

Nicole Genzale
District Secretary

GENERAL AGREEMENT PROVISIONS

1. Bonds

Unless excused by the District, the Contractor shall furnish, on forms provided by the District, a Payment Bond and a Faithful Performance Bond, each of which shall be in an amount equal to one hundred percent (100%) of the total amount specified in Section 3 ("Payment") of the Agreement. The Faithful Performance Bond is to secure the faithful performance of the Contract, and the Payment Bond is to secure the payment of those to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any kind used or employed by the Contractor in performing the work. Said bonds shall be secured from a surety company satisfactory to District or shall comply with the minimum requirements specified in sections 995.610 through 995.660 of the California Code of Civil Procedure.

2. Insurance

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automotive Liability: ISO Form Number CA0001 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

The insurance policies are to contain, or to be endorsed to contain, the following provisions:

- a. Additional Insured Status: The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG20101185 or if not available, through the addition of both CG2010 and CG2037 if a later edition is used).

- b. Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with thirty (3) day notice to the District.
- d. Waiver of Subrogation: Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- e. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- f. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
- g. Verification of Coverage: Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- h. Special Risks or Circumstances: The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3. Hold Harmless and Indemnification

To the extent permitted by law, the Contractor shall hold harmless the District, its officers, agents and employees from, and indemnify and defend them against any liability, claim or loss for damage to any property or injury to or death of any person or persons in any case arising from or connected with the performance of the Agreement.

4. Laws and Regulations

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders and regulations which in any manner affect those engaged or employed on the work, materials used in the work, or the conduct of the work. If any discrepancy or inconsistency should be discovered in this Agreement in relation to any such law, ordinance, code, order, or regulation, the Contractor shall report the same in writing to the District's Contract Administrator. The Contractor shall indemnify, hold harmless and defend the District, its officers, agents and employees, against all claims

or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by the Contractor, the Contractor's employees, or its subcontractors. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

The Contractor or subcontractor offers and agrees to assign to the District all rights, title and interest in, and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2) commencing with Section 16700 (of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

5. Permits and Licenses

Unless otherwise provided, the Contractor shall obtain at his own expense all permits and licenses or property used in connection with the work, including all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA including but not limited to, the permits required by Labor Code Section 6500, and shall pay all taxes properly assessed against his/her equipment or property used in connection with the work. The Contractor shall possess a current and valid State of California Contractor's License/endorsement, and shall not employ any subcontractors that are not properly licensed in accordance with State law, or change any subcontractors listed in the Agreement without the consent of the District using the procedures set forth in Public Contract Code 4100 et. seq.

6. Sales and Use Taxes

The Contractor shall pay all sales and use taxes assessed by Federal, State, or local authorities on parts and materials furnished by the Contractor in the performance of the work.

7. Patents and Copyrights

The Contractor shall defend, indemnify, and save harmless the District, its officers, agents and employees against all claims or liability arising from the use of any patented or copyrighted design, device, material, or process used by Contractor or any subcontractors in the performance of the work.

8. Termination

If any or all services to be performed under the Agreement are abandoned by the Contractor, or if the District determines that the schedule of service is not being maintained, or that the Contractor is violating any of the conditions or provisions of the Agreement or failing to provide a consistently high level of service; and if the Contractor fails to remedy such default within three (3) days after receipt of written notice of such default, or, within three (3) days after receipt of District's written consent to such longer period to remedy such default, fails to provide satisfactory evidence that such default will be promptly corrected, the District may, at its sole election, choose to terminate any or all portions of the Agreement, or withhold any amounts otherwise due under the Agreement. Thereupon, the District will have the right to complete such service by whatever method the District deems expedient. Any additional expense for completing such service shall be chargeable to the Contractor.

Additionally, the District may, at its option, terminate the Agreement in whole or in part, at any time, by written fifteen (15) day notice thereof to the Contractor, whether or not the Contractor is in default. Upon such termination, the Contractor shall waive any claims for damages, including loss of anticipated profits on account thereof.

9. Waste Disposal

The Contractor shall properly transport and dispose of all waste, including hazardous wastes, generated by these activities. Copies of proper disposal documentation must be maintained by the Contractor and submitted to District on demand.

10. Additions, Deletions and Changes

The District reserves the right to add, delete, or change the scope of work under this Agreement and may do so upon giving written notice to the Contractor. To the extent possible, payment will be made at the unit price set forth in Attachment C. If other changes cause an increase or a reduction in the costs of this agreement, the parties shall attempt to negotiate an equitable adjustment based upon an acceptable lump sum proposal from the Contractor. Any agreed upon adjustment to the prices shall be incorporated in a written Change Order issued by the District, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

If the parties cannot agree on a lump sum adjustment, the Contractor shall proceed to do the additional work on a "force account" or time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the following:

- (a) Direct labor cost for workers, who are directly assigned to the force account work, including wages, fringe benefits, if any (as established by negotiated labor agreements or State prevailing wages), and a labor surcharge of thirty percent (30%) for all other fixed labor burdens such as workers' compensation and labor insurance, and labor taxes.
- (b) Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.
- (c) Equipment rental, for those days or hours during which the equipment is in actual use based on actual rental and transportation invoices.

A fixed fee not to exceed ten percent (10%) of the costs of Items (a), (b), and (c) above covering the cost of general supervision, overhead, profit, bond, insurance, and any other general expenses.

11. Equal Opportunity Employer

The District is committed to equal employment opportunities. The District encourages the consideration and utilization of minority and women-owned businesses.

12. Successors and Assigns

Contractor shall not assign, sell, sublet, or subcontract all or any portion of this Agreement or any personal interest herein or any property, real or personal, used hereunder, without the prior written consent of the District. No assignments by Contractor shall be effective until the assignee shall, in writing, agree to assume and fully perform all of the terms and provisions of the Agreement.

13. Subcontractors

Nothing contained in the Agreement shall create any contractual relation between any subcontractor and the District. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of the Contractor. The Contractor will be responsible for their work and their work shall be subject to the provisions of the Agreement. The Contractor is fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, just as the Contractor is fully responsible for the acts and omissions of persons directly employed by the Contractor.

14. Responsibility for the Work

Until completion and acceptance of the work, the Contractor shall have the charge and care of the work and of the materials to be used therein and shall bear the risk of injury, loss, or damage, to any part thereof from any other cause, whether or not arising from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the materials occasioned by any cause before its acceptance and shall bear the expense thereof, except for such injuries, losses, or damages as are directly and approximately caused by acts of the District.

15. Inconsistencies and Omissions

Where the Agreement describes portions of the work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish tools, equipment, and incidentals, and do all the work necessary to complete the work in a satisfactory and workmanlike manner.

Unless specifically noted otherwise, the Agreement and all Attachments are intended to be complementary and applicable to each other.

In resolving inconsistencies among two or more portions of the Agreement and/or the Attachments, the most stringent requirements shall apply.

16. Inspection of Site(s)

The information provided by the District is not intended to be a substitute for, or a supplement to, the independent verification by the Contractor to the extent such independent investigation of site conditions is deemed necessary or desirable by the Contractor. The Contractor is required to satisfy itself, by personal examination of the site(s) of the work or by such other means as they may prefer, of the location and of the actual conditions at the site(s) of work. If, during the course of its examination, the Contractor finds facts or conditions which appear to be in conflict with the letter or spirit of the Agreement, bidding/proposal documents, the Contractor shall report the conflict in writing, to the District's Contract Administrator, within a reasonable time before submitting its bid/proposal.

The submission of a bid/proposal shall constitute conclusive evidence that, if awarded the Agreement, the Contractor is relying on its own examination of the site(s) of the work, including existing facilities and conditions to be encountered on and in the vicinity of the site(s).

17. Examination of Agreement

The Contractor shall thoroughly examine and be familiar with the Agreement before submitting its proposal. Any inconsistencies or omissions found in the Agreement and/or Attachments shall be reported to the District's Contract Administrator, who will clarify discrepancies or omissions, in writing, within a reasonable time.

The submission of a bid/proposal shall constitute an acknowledgment, upon which the District may rely, that the Contractor has thoroughly examined and is familiar with the Agreement, with the character, quality and scope of the work to be constructed under the Agreement, including the quality and quantity of the materials and services to be furnished, and all other requirements of the Agreement. The Contractor's failure or neglect to examine and become familiar with the Agreement, shall in no way relieve it from any obligation with respect to its proposal or to the Agreement, and no claim for additional compensation will be allowed which is based upon a lack of knowledge or misinterpretation of any portion of the Agreement.

18. Waiver or Acquiescence

No action or failure to act by the District's Contract Administrator or anyone else acting for the District shall constitute a waiver of any right or duty afforded under the Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. Liquidated Damages

It is agreed by the parties to the Agreement that time is of the essence in the completion of this work, and that in case all the work called for under the Agreement, or such portion thereof as may be designated by the District's Contract Administrator, is not completed before the date specified in Section 2 ("Time of Performance") of the Agreement or such earlier date as may be specified by the District's Contract Administrator, or each District facility affected by the work is not restored to full service within the period specified by the District's Contract Administrator for that facility, damage will be sustained by the District. As it is impracticable to determine the actual delay damage; it is, therefore, agreed that the Contractor shall pay liquidated damages to the District in the amount set forth in Section 2 of the Agreement. Contractor further agrees that if such liquidated damages are not promptly paid, the District may deduct the amount thereof from any moneys due, or that may become due, the Contractor under the Agreement.

20. Prevailing Wages

If any personnel of Contractor or any subcontractor of any tier performs work under the Agreement for which prevailing wages are required to be paid as determined by the Director of the Department of Industrial Relations, Consultant or such subcontractor shall pay the prevailing wage for such work and shall comply with all applicable provisions of the California Labor Code Section relating to public works (Section 1720 and following).

21. Safety

To protect the public's safety as well as the safety of their employees, the District's employees, and all persons at or on the site(s) of work, the Contractor and its subcontractors shall take all measures required to comply with all applicable Federal, State, County, and local laws, ordinances, codes, and regulations, including but not limited to, providing protection barriers and barricades, and signs. The

Contractor shall be solely and completely responsible for performing all work under this Agreement so as to protect the safety of all persons and property at or near any site(s) of the work. The Contractor shall continually and diligently inspect all work, materials and equipment to discover, and shall be solely responsible for discovery and correction of, such conditions which might cause bodily harm to persons or damage to property. These requirements shall apply twenty-four (24) hours per day continuously during the term of this Agreement and shall not be limited to normal working hours. The District shall not be responsible in any way for the methods selected by the Contractor in discharging its exclusive responsibility for safety of its work hereunder.

The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable Federal, local, and State fire-prevention regulations, or, if these regulations do not apply, applicable parts of the National Fire Prevention Standards for Safeguarding Building Construction Operations (NFPA No. 241).

In the event of any spill or other release to the environment of any regulated chemical in any physical form that occurs on or immediately adjacent to the site(s) and arises from work under this contract, the Contractor shall immediately notify the District. The Contractor shall be responsible for all costs that result from any chemical spill or other release caused by the Contractor including, but not limited to containment, control, and disposal, and any fines or other damages lawfully assessed against the Contractor or the District.

The Contractor shall cooperate fully with District personnel while working within the scope of this contract.

The Contractor shall support a drug-and-alcohol free workplace. The unlawful use, possession, or distribution of a controlled substance within the site(s) of any work will not be tolerated. Employees of Contractor and subcontractors are prohibited from being under the influence of alcohol within the site(s) of any work. The Contractor shall be responsible for initiating, maintaining, and supervising safety and anti-substance abuse programs in connection with the work.

If the work to be performed under this contract involves confined space work, the Contractor shall prepare confined space operating and rescue procedures fully complying with the applicable provisions of Section 5158, Title 8, California Code of Regulations and shall submit the procedures to the District. The Contractor shall be fully responsible for the adequacy of the procedures. The District shall neither review nor accept the procedures, and the sole purpose of submitting the procedures is to advise the District that such procedures have been prepared.

To the extent required by Labor Code Section 6401.7, Contractor shall establish, implement, and maintain a written injury prevention program, and shall take all actions necessary to comply with all provisions thereof before proceeding with any work under the Agreement, including but not limited to furnishing and maintaining all safety equipment, test equipment, and safety apparel applicable to the work, enforcing the use of such equipment by its employees and the employees of any of its subcontractors, and furnishing all items necessary for giving first aid and other medical treatment to anyone injured at any site(s) of work, and shall provide for the immediate removal of such person to a hospital or a doctor's care.

If death or serious injuries or illness, or serious damages are caused, the accident or illness shall be reported immediately by telephone or messenger to the District. In addition, the Contractor must promptly report in writing to the District, all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site(s), giving full details and

statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Agreement. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim.

22. Differing Site Conditions

Pursuant to Public Contract Code Section 7104, the Contractor shall promptly, and before such conditions are disturbed, notify the District, in writing, of any:

- a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b. Subsurface or latent physical conditions at the site differing from those indicated.
- c. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

In addition to giving written notice as described above upon encountering material that the Contractor believes may be "hazardous waste" as defined above, Contractor also shall immediately stop all work to any area affected by said material, if continuing work may present a substantial danger to persons or property exposed to the materials in connection with any work at the site. These obligations pertaining to "hazardous waste" shall apply only to such "hazardous waste" not shown or indicated in the Agreement documents to be within the scope of work.

The District, or the Contractor, if the District so directs in its sole discretion, shall promptly investigate the conditions, determine the necessity to retain a qualified expert to evaluate such hazardous condition, and/or to take corrective action, if necessary, and if the District finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the District shall cause to be issued a change order.

Contractor shall not be required to resume work in connection with such hazardous condition identified in the Agreement documents, or in any such affected area until after District has obtained any required permits related thereto and delivered to Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work, or (ii) specifying any special conditions under which such work may be resumed safely.

In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste (other than that shown or indicated in the Agreement documents), or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement provided that, if after receipt of the special written notice described above in this paragraph 22, Contractor does not agree to resume such work based upon a reasonable belief that it is unsafe to do so, or does not agree to resume such work under the special conditions specified in said special written notice, the District may at its sole election order the portion of the work affected by said hazardous waste to be deleted from the work, and the District may thereupon have

the portion of the work so deleted performed by District's own forces or by separate Agreement(s). The Contractor shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

No claim of the Contractor under this clause (or otherwise under this Agreement) shall be allowed unless the Contractor has given written notice of its intention to make claim (which shall be labeled "Notice of Potential Claim") before beginning any work that it contends is not required under the Agreement, or in within five (5) days of receipt of a decision of the District rejecting the Contractor's request for additional compensation or a time extension. Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, but need not state the amount.

It is agreed that unless such notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work, or other situation which, had proper notice been given, would have given rise to a right for additional compensation. The Contractor should understand that timely notice of potential claim is of great importance to the District, and is not merely a formality. Such notice allows the District to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs.

In addition, the Contractor shall keep accurate records of its costs, and shall submit to the District on a weekly basis, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used and for which compensation is being sought. Within thirty (30) days after incurring the last cost for work for which the Contractor contends it is due additional compensation, the Contractor shall submit to the District, as best it is able, its costs itemized in detail incurred for the claimed matter.

Should either party to this Agreement bring legal action against the other, the case shall be handled in the California county where the work is being performed.

The Contractor shall cooperate with forces engaged in sampling, investigation, and clean-up work pertaining to hazardous waste (whether or not said hazardous waste is shown or indicated in the Agreement documents) and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces.

The District shall not be responsible for any such materials brought to the site by the Contractor, subcontractors, suppliers, or anyone else for whom the Contractor is responsible.

23. Retention

As specified in Public Contract Code Section 9203, District will deduct and retain five percent (5%) from each progress payment, if any, and will retain such amounts in accordance therewith as part security for the satisfactory and timely completion of the work until release thereof is required under Public Contract Code Section 7109.

In addition to the amount which the District may otherwise retain under the Agreement, the District may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Agreement, damage to the District or a third party, and any costs or penalties imposed because of the failure of the Contractor or any subcontractor to comply with environmental, labor, employee safety, or any other regulatory requirements. When the above reasons for withholding are resolved, payment may be made to the Contractor for amounts withheld less any District incurred expenses.

- a. Pursuant to Public Contract Code Section 22300, for moneys earned by the Contractor and withheld by the District to ensure the performance of the Agreement or otherwise as provided above, the Contractor may, at their option, choose to substitute securities, meeting the requirements of said Section 22300. In the event the Contractor wishes to choose this option, the Contractor shall enter into an escrow agreement with the District and the escrow agent, a qualified bank to be acceptable to the District, in the form of the agreement included in the project specifications. The costs of such escrow shall be paid by the Contractor. The securities to be deposited in said escrow account shall be equivalent, in fair market value, to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of Public Contract Code Section 22300, and the implementing agreement.
- b. Contractor shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Agreement. If, upon written notice from the District, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of moneys to be withheld by the District to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the District, or in escrow, is equivalent to the amount of money to be withheld by the District under the Agreement.
- c. If Contractor wishes to exercise this option, it shall, at the request of any subcontractor performing more than five percent (5%) of the Contractor's total bid/proposal price, make this same option available to the subcontractor regarding any moneys withheld in retention by the Contractor, and if the Contractor elects to receive interest on any moneys withheld in retention by the District, then the subcontractor shall receive the identical rate of interest on any retention moneys withheld from the subcontractor by the Contractor. In addition, if Contractor wishes to exercise its option to substitute securities, it shall give notice in writing to District, and shall thereafter execute an escrow agreement in the form entitled **SECURITY DEPOSITS IN LIEU OF RETENTION**.

24. Dispute Resolution

Under Public Contract Code Section 20104, where claims cannot be resolved between the parties, claims for Three Hundred Seventy Five Thousand Dollars (\$375,000) or less shall be resolved pursuant to the provisions of that code section.

Unless this Agreement provides otherwise, all claims, counterclaims, disputes, and other matters in question between the District and the Contractor that are not resolved between the District and the Contractor, and are not governed by Public Contract Code 20104, shall be decided by a court of competent jurisdiction unless arbitration is mutually agreeable to both parties. Should either party to this Agreement bring legal action against the other, the case shall be handled in the California county where the work is being performed.

25. Underground Work

The following provisions will govern any underground work under this Agreement.

- a. For each excavation five (5) feet or more in depth, Contractor shall provide shoring, bracing, sloping, or make other provisions in accordance with Labor Code Section 6705, to protect workers from hazard of caving ground during such excavation. In addition, the Contractor shall submit, sufficiently in advance of excavation to permit review by the District, detailed plans

showing the design of the provisions to be made for worker protection from hazard of caving ground during such excavation. If such plans vary from the shoring system standards set forth in the Construction Safety Orders in Title 8, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer. Shoring, bracing, sloping, or other protective system shall not be less effective than required by the California Construction Safety Orders, and shall be accepted by the District before excavation may begin. The Contractor shall designate in writing to the District's Construction Administrator the "competent person" with the authority and responsibilities designed in the Construction Safety Orders. By submitting its plan, the Contractor warrants that its actions pursuant thereto shall not impose tort liability on the District, its consultants, and their respective employees, agents.

- b. As required under Government Code Sections 4216 to 4216.9, the Contractor shall notify the appropriate regional notification center of all excavations. The Contractor shall contact Underground Service Alert at 1-800-642-2444 for the location of underground facilities. At least two (2) days before performing any excavation work, the Contractor shall request the owners of underground facilities to mark or otherwise indicate the location thereof. Contractor shall furnish to the Construction Administrator written documentation of its contact(s) with Underground Service Alert and of its contact(s) with such owners requesting them to mark or otherwise indicate the location of their respective facilities.
- c. It shall be the Contractor's responsibility to determine the exact location and depth of all underground facilities, including service connections, which have been marked by the respective owners, and which Contractor believes may affect or be affected by Contractor's operations. The Contractor assumes responsibility for the removal, relocation, or protection of existing underground facilities wherein said facilities are correctly marked and/or delineated with reasonable accuracy on District's plans, and other underground facilities apparent from visual inspection of the site or which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc., on or adjacent to the construction site. The Contractor shall coordinate with the owner of underground facilities for the rearrangement thereof. Full compensation for such work shall be considered as included in the price specified in Section 3 ("Payment") of the Agreement. Temporary or permanent relocation or alteration of underground facilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs.
- d. The Contractor shall immediately notify the District and the owner of any underground facility that it has damaged. The Contractor shall be responsible for the cost of repairing and/or relocating damaged utility mains and other underground facilities correctly marked and/or delineated with reasonable accuracy on District's plans, and other facilities apparent from visual inspection of the site or which can be inferred from the presence of other visible facilities. In the event that underground facilities are found that are not shown in the District's plans or are found to exist in a substantially different location than shown in the District's plans, the Contractor shall immediately: (1) notify the District in writing of the existence of said facilities; and (2) take steps to ascertain the exact location thereof prior to doing any further work that may damage such facilities. The Contractor shall be entitled to compensation for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating facilities other than those for which the Contractor is the responsible party under the preceding paragraph.
- e. The right is reserved to the District and the owners of underground facilities or their authorized agents to enter upon the work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs thereto.

The Contractor shall cooperate with such forces so as to allow the respective owners sufficient time to relocate their underground facilities. Except where the owner of a damaged underground facility or installation has advised that it intends to repair the damage through its own forces or forces that it will retain or has retained, Contractor shall, within twenty four (24) hours of receipt from the District of notice to commence correction of damage, notify the District, in writing, if Contractor intends to repair the damage. The Contractor's failure to provide timely written notification that it intends to repair the damage shall be deemed its agreement that the District may repair the damage at Contractor's expense without further notice and without prejudice to any other remedy available to District.

26. Forms Included as Part of the Agreement

- a. Proposed Subcontractor's Form
- b. Non-Collusion Affidavit
- c. Faithful Performance Bond
- d. Payment Bond
- e. Workers' Compensation Insurance Certificate
- f. Security Deposits in Lieu of Retention
- g. Warranty Form

The Proposed Subcontractor's Form and the Non-Collusion Affidavit shall be completed and submitted with the Agreement. The Contractor will be required to complete and submit the Faithful Performance Bond, Payment Bond, and Workers' Compensation Insurance Certificate within ten (10) days of award of the Agreement, and before any work starts under the terms of the Agreement.

27. Warranty and Scheduled Maintenance

The Contractor hereby agrees to make, at its own expense, all repairs or replacements necessitated by defects in materials or workmanship, in those components provided, installed, replaced and/or modified by the Contractor, and pay for any damage to other works resulting from such defects, which becomes evident within _____(____) year(s) after the date of acceptance of installation work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement. This warranty shall include all parts and labor and the performance of all manufacturers' recommended maintenance. This in no way shall limit, amend or reduce any manufacturer's warranty. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors. This warranty shall not apply to existing equipment that was not modified or significantly adjusted so as to change its operation. The Contractor also agrees to indemnify, defend and hold the District harmless from liability of any kind arising from damage due to covered defects.

Prior to the final acceptance of installation work, the Contractor shall provide phone numbers for around-the-clock notification of the need for emergency service repairs, a schedule showing specific dates for routine maintenance service calls, and shall execute and submit a completed Warranty Form in the format approved by the District.

The Contractor shall respond within two (2) hours of District's emergency service call and shall provide on-site troubleshooting services within _____(____) after receipt of notice from the District, and promptly make all repairs arising out of defective materials, workmanship, or equipment. In the event that a service response does not occur within two (2) hours, or troubleshooting services are not on-site within _____(____), or diligent efforts are not made to effect repairs, the District will notify the Contractor (by fax or voice mail if no representative is available) of its intent to secure

another service provider. Thereafter, the District is authorized to make such repairs, and the Contractor and his Surety shall be liable for the cost thereof. In case of emergency, where, in the opinion of the District, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and his Surety shall be liable for the cost thereof.

The Contractor shall direct all of its equipment suppliers and/or manufacturers to promptly provide to it and to the District any and all information concerning product defects or other problems and shall promptly forward to the District any such information received, whether before, during, or after the warranty period.

Prior to the expiration of the warranty period, the District reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds, and maintenance requirements, and determine required repair or replacement of defective items.

PROPOSED SUBCONTRACTORS

Pursuant to California Public Contracting Code, Section 4100 et. seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if awarded the Agreement. The Contractor shall list only one subcontractor for each portion of the work (as defined by the Contractor for the purpose of listing subcontractors). (Additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.)

Name of Proposer

* Status M = Minority-Owned Business Enterprise
 W = Women-Owned Business Enterprise

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and say that he or she is of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, business entity, business combination, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature

Name of Proposer

Title

Date

Subscribed and sworn to before me this
____ day of _____, 20____

Signature of Notary Public in and for
the County of _____
State of California.

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS, Dublin San Ramon Services District, hereinafter designated the "District," has, on _____, 20____, awarded to _____ hereinafter designated as the "Contractor," an Agreement for _____, and

WHEREAS, said Contractor is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement.

NOW, THEREFORE, WE, the Principal, and _____, as Surety, are held and firmly bound unto the District the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, it or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Agreement and any alterations made as therein provided, on it or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the District, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

It is acknowledged that this Agreement provides for a one-year warranty period, during which time this bond remains in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the Work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

Attachment A

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

Name

Title

(Seal)

Signature**SURETY:**

Name

Title

(Seal)

Signature

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS, Dublin San Ramon Services District, hereinafter designated as the "District," has, on _____, 20____, awarded to _____, hereinafter designated as the "Principal," an Agreement for _____, and _____,

WHEREAS, said Principal is required to furnish a bond in connection and with said Agreement, providing that if said Principal, or any of it or its subcontractors shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the District the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, it or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California with respect to such work or labor, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to the District as shall be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Agreement or to the Work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

Name and Title

(Seal)

Signature

SURETY:

Name and Title

(Seal)

Signature

WORKERS' COMPENSATION INSURANCE CERTIFICATE

In accordance with California Labor Code Section 1861, prior to commencement of work on the Agreement, the Contractor shall sign and file with the District the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

Signature

Name of Contractor

Title

Date

SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between:

Dublin San Ramon Services District

whose address is 7051 Dublin Blvd., Dublin, California, 94568-3018, hereinafter called "District," and
_____, whose address is _____

hereinafter called "Contractor," and _____
whose address is _____

hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities which meet the requirements set forth in said Section 22300, with Escrow Agent, as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract entered into between District and Contractor for _____
in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the District within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of District, and shall designate the Contractor as the beneficial owner.
2. District shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the District makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the District. These expenses and payment terms shall be determined by the District, Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor, at any time and from time to time, without notice to the District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The District shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the District of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.
8. Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the District and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement, and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF DISTRICT:

Title

Name

Signature

Address**ON BEHALF OF ESCROW AGENT:**

Title

Name

Signature

Address**ON BEHALF OF CONTRACTOR:**

Title

Address

Signature

Address

Attachment A

At the time the Escrow Account is opened, District and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

DISTRICT:

Title

Name

Signature

Address**CONTRACTOR:**

Title

Address

Signature

Address

WARRANTY FORM

Warranty For

(Project/Component)

(Location)

We hereby guarantee the _____ (Project/Component) _____ that we have constructed for a period of ___ (___) year(s) from _____ (Date) _____ the date of final acceptance by the Dublin San Ramon Services District of the installation work.

The following are excluded from the provisions of this warranty:

We agree that if any of the equipment should fail due to any reason other than improper maintenance or improper operation, or should any portion of the work fail to fulfill any of the requirements of the Agreement, including without limitation the Scope of Work, we will, within five (5) days after receipt of written notice of such defects, provide on-site troubleshooting services, and within ten (10) days after receipt of written notice, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the Dublin San Ramon Services District to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Agreement and by law.

Contractor: _____

Signed: _____

Title: _____

Date: _____

*** END OF ATTACHMENT A ***

SCOPE OF WORK

The contractor will hydroclean and CCTV each pipeline segment and provide the following deliverables:

- Electronic files including videos, photos, inspection reports, field logs, etc.
- NASSCO Pipeline Assessment and Certification Program (PACP) standard codes and ratings for each pipe segment in a format that can be directly imported into the District's Computerized Maintenance Management System (CMMS), which is Lucity.
- A Summary Report which includes a list of recommended repair/maintenance sites.

CONTRACTOR'S RATES AND CHARGES

LINE ITEM	NO. UNITS	UNIT COST	TOTAL
Mobilization/Demobilization	TBD	\$ 7,500	\$7,500 (Assumes 1)
Cleaning and Inspection Services			
6" Pipe	14,697 LF	\$1.15	\$16,901.55
8" Pipe	286,433 LF	\$1.15	\$329,397.95
10" Pipe	33,656 LF	\$1.15	\$38,704.40
12" Pipe	4,604 LF	\$1.25	\$5,755.00
15" Pipe	5,779 LF	\$1.25	\$7,223.75
18" Pipe	2,101 LF	\$1.50	\$3,151.50
21" Pipe	818 LF	\$1.50	\$1,227.00
27" Pipe	409 LF	\$1.75	\$715.75
PACP Inspection Deliverables	LS	LS	Included
Final Report with Recommendations	LS	LS	\$5,000
Traffic Control Permitting and major TC Labor (TC plans, flaggers, etc)	TBD	Cost Plus 5%	Cost Plus 5%
TOTAL COST FY16 and FY17 (not including TC) Assumes one Mob/Demob			\$415,576.90 plus TC

Minor traffic control is included in the above prices, and includes cones and signage. Major traffic control, including preparation of traffic control plans, and flaggers/extensive signage will be required on Amador Valley Blvd., Dublin Blvd., and Dougherty Road. These extensive traffic control setups will be billed at cost plus 5%. This method of billing will result in the lowest traffic-related costs to the District.

Mobilization/Demobilization fees may be charged for each fiscal year work period: FY16 and FY17. If work begins per the attached schedule, only one mobilization fee would be necessary as crews can arrive and complete FY16 work, then continue through to complete the FY17 work.



Dublin San Ramon Services District

Summary & Recommendation

Agenda Item 8B

Reference Engineering Services Manager	Type of Action Amend CIP Plan and Budget	Board Meeting of February 16, 2016
Subject Approve Amendment to the Capital Improvement Plan and Budget FYEs 2016 and 2017 to Revise Project Description and Increase Budget for District Office Improvements Project (CIP 16-A006)		
<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	D. McIntyre <input type="checkbox"/> Board Member

Recommendation:

The Engineering Services Manager recommends the Board of Directors approve, by Resolution, an amendment to the Capital Improvement Program Plan and Budget for Fiscal Years Ending 2016 and 2017 to revise the project description and increase the budget for the District Office Improvements project (CIP 16-A006) by \$75,000, from \$125,000 to \$200,000.

Summary:

The Board of Directors approved the Capital Improvement Program Budget on June 2, 2015. An amount of \$125,000 was appropriated for the District Office Improvements project (CIP 16-A006). The project scope of work includes re-carpeting, spot repainting of the walls and rehabilitation of the three entry gates. Based on vendor proposals to complete these project elements, the updated cost estimate is \$173,000.

Moreover, an upgrade of the main lobby area is necessary and will include: repairing the leaky roof; replacing water-damaged ceiling tiles and framework (to improve future access to ceiling area); replacing 32-year old photos that no longer represent the District's mission; remediating mold around the drinking fountain; removing wallpaper, resurfacing and painting the walls; adding District name and logo to the wall; upgrading display of Board of Director photos; and deep cleaning floor tiles and replacing carpets. The estimated cost of upgrading the lobby is \$27,000.

In order to achieve all the above mentioned upgrades on the 24-year old District office, staff is requesting an overall appropriation increase to \$200,000.

Committee Review			Legal Review	Staff Review							
COMMITTEE --	DATE --	RECOMMENDATION --	Not Required	ORIGINATOR R. Portugal	DEPARTMENT Eng Services	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 \$75,000 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;"> <input checked="" type="checkbox"/> Funding Source A. Regional Sewer Replacement (Fund 310) - 53% </td> <td style="width: 70%; padding: 5px;"> Attachments to S&R 1. 2. 3. </td> </tr> <tr> <td style="padding: 5px;"> B. Local Sewer Replacement (Fund 210) - 10% </td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"> C. Water Replacement (Fund 610) - 37% </td> <td style="padding: 5px;"></td> </tr> </table>						<input checked="" type="checkbox"/> Funding Source A. Regional Sewer Replacement (Fund 310) - 53%	Attachments to S&R 1. 2. 3.	B. Local Sewer Replacement (Fund 210) - 10%		C. Water Replacement (Fund 610) - 37%	
<input checked="" type="checkbox"/> Funding Source A. Regional Sewer Replacement (Fund 310) - 53%	Attachments to S&R 1. 2. 3.										
B. Local Sewer Replacement (Fund 210) - 10%											
C. Water Replacement (Fund 610) - 37%											

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT AMENDING THE CAPITAL IMPROVEMENT PLAN TEN-YEAR PLAN FOR FISCAL YEARS ENDING 2016 THROUGH 2025 AND TWO-YEAR BUDGET FOR FISCAL YEARS ENDING 2016 AND 2017 TO REVISE PROJECT DESCRIPTION AND INCREASE BUDGET FOR THE DISTRICT OFFICE IMPROVEMENTS PROJECT (CIP 16-A006)

WHEREAS, the Board of Directors adopted the District's Capital Improvement Program (CIP) Ten-Year Plan for Fiscal Years Ending 2016 through 2025 and Two-Year Budget for Fiscal Years Ending 2016 and 2017 on June 2, 2015 to serve as a budgetary planning document providing direction and guidance, in accordance with District policies, for the replacement and improvement of existing District facilities and the construction of new facilities; and authorizing the fund appropriations for fiscal years ending 2016 and 2017; and

WHEREAS, the District desires to revise the project description of District Office Improvements project (CIP 16-A006) to include the main lobby upgrades in the scope and to increase the project budget by \$75,000, from \$125,000 to \$200,000.

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 Capital Improvement Program Ten-Year Plan for Fiscal Years Ending 2016 through 2025 and Two-Year Budget for Fiscal Years Ending 2016 and 2017 is hereby amended to incorporate the revised project description and budget for the District Office Improvements project (CIP 16-A006), attached hereto and incorporated herein as Exhibit "A."
2. Appropriations from the Regional Sewer Replacement (Fund 310) (53%), Water Replacement (Fund 610) (37%), and Local Sewer Replacement (Fund 210) (10%), for the District Office Improvements project (CIP 16-A006) is made in the revised amount of \$200,000 for fiscal years ending 2016 and 2017.

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 16th day of February 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

D. L. (Pat) Howard, President

ATTEST: _____
Nicole Genzale, District Secretary

H:\Board\2016\02-16-16\Amend DO Improvement 16-A006\DO Improvments RES.docx

CIP Budget FYEs 16 and 17	District Office Improvements		
New-Initiate	CIP #: 16-A006		
Category: General		Regional Wastewater Replacement Fund (310)	

Project Manager: Rudy Portugal

PURPOSE AND DESCRIPTION

The District office was constructed in 1992. The carpet and wall coverings are original and considerably worn. This project will replace the carpet, repaint walls and rehabilitate or replace all three entry gates. In addition, this project will also upgrade the main lobby area and will include: repairing leaky roof; replacing water-damaged ceiling tiles and framework (to improve future access to ceiling area); replacing 32-year old photos that no longer represent the District's mission; remediating mold around the drinking fountain; removing wallpaper, resurfacing and painting the walls; adding District name and logo to the wall; upgrading display of Board of Director photos; and deep cleaning floor tiles and replacing carpets.

Impact Analysis:

Anticipated CEQA Requirement: Categorical Exemption [CEQA Guideline 15301, 15302].

Reference:

FINANCIAL OVERVIEW

	Proposed Budget			Actual + Estimated Cash Flow					
	Adopted Budget	Proposed Adjustment	Revised Budget	Actual Thru FYE 2015	Actual FYE 2016 to Date	Estimated Remaining FYE 2016	Estimated FYE 2017	Estimated Future	
Planning	0	0	0	0	0	0	0	0	0
Design	0	0	0	0	0	0	0	0	0
Construction	125,000	75,000	200,000	0	0	200,000	0	0	200,000
Const Mgmt	0	0	0	0	0	0	0	0	0
Admin Mgmt	0	0	0	0	0	0	0	0	0
Staff Time	0	0	0	0	0	0	0	0	0
Subtotal	125,000	75,000	200,000	0	0	200,000	0	0	200,000
Other Funding	0	0	0	0	0	0	0	0	0
Net Impact	125,000	75,000	200,000	0	0	200,000	0	0	200,000

Fund Split Basis: Will be used primarily by employees to conduct District business so fund split is based on employee allocation.

310	53%	66,250	39,750	106,000	106,000	106,000
610	37%	46,250	27,750	74,000	74,000	74,000
210	10%	12,500	7,500	20,000	20,000	20,000

NOTES:

1) Revised scope to include lobby upgrade and \$75K budget increase requested for Board approval on 2/16/2016.



Dublin San Ramon Services District

Summary & Recommendation

Agenda Item 8C

Reference General Manager	Type of Action Accept Report(s)	Board Meeting of February 16, 2016
Subject Accept the Following Regular and Recurring Reports: District Financial Statements, Warrant List, and Upcoming Board Business		
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Minute Order <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Informational <input type="checkbox"/> Other		
REPORT:	<input type="checkbox"/> Verbal <input type="checkbox"/> Presentation <input checked="" type="checkbox"/> Staff	J. Archer <input type="checkbox"/> Board Member

Recommendation:

The General Manager recommends the Board of Directors accept, by Motion, the attached regular and recurring reports.

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 reports are themselves attachments to Attachment 1. Reports presented this month for acceptance are:

- District Financial Statements;
- Warrant List; and
- Upcoming Board Business.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR J. Archer	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.			

ATTACHMENT 1 to S&R
SUMMARY OF REGULAR AND RECURRING REPORTS

Ref.	Description	Frequency	Authority	Last Acceptance	Acceptance at this Meeting?	Next Acceptance	
A	Water Supply and Conservation Report ^{1 2}	Monthly	Board Direction	Jan 2016	Yes	Mar 2016	
B	District Financial Statements ³						
C	Warrant List						
D	Upcoming Board Business						
E	Low Income Assistance Program Report	Annually. Fiscal Year Cycle		N/A		July 2016	
F	Strategic Work Plan Accomplishments Report			July 2015			
G	Employee Retention Statistics ⁴			July 2015			
H	Outstanding Receivables Report		District Code	July 2015			
I	Employee and Director Reimbursements greater than \$100 ⁵		CA Government Code	July 2015			
J	Annual Rate Stabilization Fund Transfer Calculation ⁶	Annually, Calendar Year Cycle		Nov 2015		Nov 2016	
K	"No Net Change" Operating Budget Adjustments	As they occur but not more frequently than monthly	Budget Accountability Policy (See Note A)	April 2014		Before end of month after occurrence	
L	Capital Outlay Budget Adjustments			April 2015			
M	Capital Project Budget Adjustments			Oct 2014			
N	Unexpected Asset Replacements			Nov 2015			

Note A: For the fiscal year ending 2016, the totals for these reports are as follows:

Category	YTD	This Meeting	Total
"No Net Change" Operating Budget Adjustments	\$0	\$0	\$0
Capital Outlay Budget Adjustments	\$0	\$0	\$0
Capital Project Budget Adjustments	\$0	\$0	\$0
Unexpected Asset Replacements	\$135,990	\$0	\$135,990

¹ Monthly during Community Drought Emergency; monthly during the winter season in non-drought years.

² Separate agenda item presented to Board as a Board Business item during Community Drought Emergency.

³ No Report for the months of June-September, report will resume in October

⁴ In Jan 2015 administratively moved to FY rather than CY cycle to accommodate data access issues which are reported on CY cycle

⁵ Reimbursements also reported monthly in the Warrant List (Item C).

⁶ Separate agenda item presented to Board as a Board Business item on 11/17/15



Monthly Financial Report

Report Name	Page
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

January 2016

Revenue Source	Budget	Budget to Date	YTD Actual	Amount Remaining	% of Budget Received	% Revenue Expected
Local Sewer Operations	\$ 2,308,980	\$ 1,207,827	\$ 1,181,263	\$ 1,127,717	51.16%	52.31%
Regional Sewer Operations	\$ 19,347,168	\$ 8,867,452	\$ 8,804,609	\$ 10,542,559	45.51%	45.83%
Service Charges - Sewer	\$ 21,656,148	\$ 10,075,279	\$ 9,985,871	\$ 11,670,276	46.11%	46.52%
Water Operations	\$ 26,163,368	\$ 11,991,544	\$ 10,498,908	\$ 15,664,460	40.13%	45.83%
Water Expansion	\$ 0	\$ 0	\$ (1,056)	\$ 1,056	100.00%	58.33%
Service Charges - Water	\$ 26,163,368	\$ 11,991,544	\$ 10,497,852	\$ 15,665,516	40.12%	45.83%
Local Sewer Replacement	\$ 296,752	\$ 173,105	\$ 326,986	\$ (30,234)	110.19%	58.33%
Local Sewer Expansion	\$ 288,558	\$ 168,325	\$ 318,054	\$ (29,496)	110.22%	58.33%
Regional Sewer Replacement	\$ 1,033,114	\$ 602,650	\$ 1,494,708	\$ (461,594)	144.68%	58.33%
Regional Sewer Expansion	\$ 6,820,299	\$ 3,978,508	\$ 9,732,837	\$ (2,912,537)	142.70%	58.33%
Capacity Reserve Fees - Sewer	\$ 8,438,723	\$ 4,922,589	\$ 11,872,584	\$ (3,433,861)	140.69%	58.33%
Water Replacement	\$ 2,046,528	\$ 1,193,808	\$ 1,910,057	\$ 136,471	93.33%	58.33%
Water Expansion	\$ 5,478,688	\$ 3,195,901	\$ 5,352,518	\$ 126,170	97.70%	58.33%
Capacity Reserve Fees - Water	\$ 7,525,216	\$ 4,389,709	\$ 7,262,575	\$ 262,641	96.51%	58.33%
Fees & Permits	\$ 2,602,355	\$ 1,518,040	\$ 2,769,569	\$ (167,214)	106.43%	58.33%
Interest	\$ 1,142,404	\$ 666,402	\$ 588,687	\$ 553,717	51.53%	58.33%
Other Income	\$ 3,944,991	\$ 2,301,245	\$ 2,558,211	\$ 1,386,780	64.85%	58.33%
	<u>\$ 71,473,205</u>	<u>\$ 35,864,808</u>	<u>\$ 45,535,349</u>	<u>\$ 25,937,855</u>	<u>63.71%</u>	<u>50.18%</u>

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

Dublin San Ramon Services District
Working Capital Summary
January, 2016

Enterprise Funds

Fund	Dollars (\$)		In Months		
	YTD Actual	Budget	Target (Months)	Last Month	Current Month
Local Enterprise	\$ 956,406	\$ 688,374	4	5.70	5.56
Regional Enterprise	\$ 6,998,164	\$ 5,434,384	4	4.31	5.15
Water Enterprise	\$ 8,890,490	\$ 6,658,940	4	5.70	5.34

Replacement Funds

Fund	In Dollars (\$)		
	Actual	Minimum	Above (Below)
Local Replacement	\$ 9,811,200	\$ 1,848,086	\$ 7,963,114
Regional Replacement	\$ 18,094,768	\$ 7,205,245	\$ 10,889,523
Water Replacement	\$ 15,003,541	\$ 6,358,930	\$ 8,644,611

Expansion Funds

Fund	In Dollars (\$)		
	Actual	Minimum	Above (Below)
Local Expansion	\$ 7,093,791	\$ 767,000	\$ 6,326,791
Regional Expansion	\$ 43,275,053	\$ 8,622,594	\$ 34,652,459
Water Expansion	\$ 18,917,344	\$ 12,715,971	\$ 6,201,373

Temporary Infrastructure Charge Status

Revenue Type	In Dollars (\$)		
	Amount Collected	Amount Repaid	Net
Temporary Infrastructure Charge Status	\$ 8,206,456	\$ (4,212,358)	\$ 3,994,098

Dublin San Ramon Services District

Expense Summary by Fund

January 2016

% of Year Completed= 58%

Expense Summary by Fund	Budget	Budget to Date	Year To Date Actual	Dollars Remaining	Percent Used
200 - Local Sewer Operations	\$ 1,579,486	\$ 921,367	\$ 885,009	\$ 694,478	56.03 %
210 - Local Sewer Replacement	\$ 313,115	\$ 182,650	\$ 32,973	\$ 280,142	10.53 %
220 - Local Sewer Expansion	\$ 708,464	\$ 413,271	\$ 300,961	\$ 407,503	42.48 %
300 - Regional Sewer Operations	\$ 13,631,371	\$ 7,951,633	\$ 7,296,292	\$ 6,335,079	53.53 %
310 - Regional Sewer Replacement	\$ 280,450	\$ 163,596	\$ 162,311	\$ 118,139	57.88 %
320 - Regional Sewer Expansion	\$ 4,737,600	\$ 2,763,600	\$ 2,750,702	\$ 1,986,898	58.06 %
600 - Water Operations	\$ 18,330,879	\$ 10,693,013	\$ 8,432,778	\$ 9,898,102	46.00 %
605 - Water Rate Stabilization Fund	\$ 20,000	\$ 11,667	\$ 10,285	\$ 9,715	51.43 %
610 - Water Replacement	\$ 1,102,554	\$ 643,157	\$ 112,725	\$ 989,829	10.22 %
620 - Water Expansion	\$ 4,764,688	\$ 2,779,401	\$ 2,346,761	\$ 2,417,927	49.25 %
900 - Administrative Overhead	\$ 6,548,195	\$ 3,819,780	\$ 3,224,545	\$ 3,323,650	49.24 %
965 - Other Post Employment Benefits	\$ 782,545	\$ 456,485	\$ 494,370	\$ 288,176	63.17 %
995 - DV Standby Assessment	\$ 1,530,156	\$ 892,591	\$ 9,037	\$ 1,521,120	0.59 %
	\$ 54,329,505	\$ 31,692,211	\$ 26,058,746	\$ 28,270,758	47.96 %

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
January 2016

% of Year Completed= 58%

Expense Summary by Department	Budget	Budget To Date	Year To Date Actual	Dollars Remaining	Percentage Used
Executive	\$ 2,361,396	\$ 1,377,481	\$ 1,100,477	\$ 1,260,919	46.60%
Financial Services	\$ 4,786,449	\$ 2,792,095	\$ 2,488,678	\$ 2,297,771	51.99%
Engineering	\$ 4,098,295	\$ 2,390,672	\$ 1,939,183	\$ 2,159,113	47.32%
Operations	\$ 14,919,658	\$ 8,703,134	\$ 8,380,001	\$ 6,539,657	56.17%
Non-Departmental	\$ 28,163,707	\$ 16,428,829	\$ 12,150,408	\$ 16,013,299	43.14%
	\$ 54,329,505	\$ 31,692,211	\$ 26,058,746	\$ 28,270,758	47.96%

Dublin San Ramon Services District

Expense Summary by Category

January 2016

% of Year Completed= 58%

Expense Summary by Category	Budget	Budget to Date	Year to Date Actual	Budget Remaining	Percentage Used
Personnel	\$ 19,983,876	\$ 11,657,261	\$ 11,018,132	\$ 8,965,744	55.14%
Materials and Supplies	\$ 13,523,119	\$ 7,888,486	\$ 5,497,556	\$ 8,025,562	40.65%
Contract Services	\$ 6,799,212	\$ 3,966,207	\$ 1,927,524	\$ 4,871,688	28.35%
Other Expenses	\$ 13,391,297	\$ 7,811,590	\$ 7,426,978	\$ 5,964,319	55.46%
Capital Outlay	\$ 632,000	\$ 368,667	\$ 188,555	\$ 443,445	29.83%
	\$ 54,329,505	\$ 31,692,211	\$ 26,058,746	\$ 28,270,758	47.96%

Dublin San Ramon Services District

Capital Outlay by Division
January, 2016

Capital Outlay - Identified	Budget	Year To Date Actual		Dollars Remaining	Percent Used
		Year To Date Actual	Year To Date Actual		
Van - Ford Transit	\$ 35,000	\$ -	\$ -	\$ 35,000	0.00%
Engineering Admin	\$ 35,000	\$ -	\$ -	\$ 35,000	0.00%
Asset Management Software	\$ 140,500			\$ 140,500	0.00%
Asset Management	\$ 140,500	\$ -	\$ -	\$ 140,500	0.00%
Truck mounted valve exercise mach/controller	\$ 45,000	\$ -	\$ -	\$ 45,000	0.00%
Pump station emergency generator	\$ 50,000			\$ 50,000	0.00%
F-450 truck w/ utility bed, crane, compressor	\$ 59,000	\$ 54,015	\$ 54,015	\$ 4,985	91.55%
Field Operations	\$ 154,000	\$ 54,015	\$ 54,015	\$ 99,985	35.07%
Heavy Capacity Forklift for biosolids, used	\$ 35,000	\$ -	\$ -	\$ 35,000	0.00%
Plant Operations	\$ 35,000	\$ -	\$ -	\$ 35,000	0.00%
Truck - Ford F-350 w/service body	\$ 60,000	\$ -	\$ -	\$ 60,000	0.00%
Truck - Ford F-450 w/service body/crane	110,000			110,000	0.00%
Grit Roll-off Container	12,000			12,000	0.00%
Chlorine contact tank exit gate	12,500			12,500	0.00%
Building "A" air compressor	13,000			13,000	0.00%
Cogen Emission Analyzer	13,000	13,383	13,383	(383)	102.95%
Mechanical Maintenance	\$ 220,500	\$ 13,383	\$ 13,383	\$ 207,117	6.07%
Van - Ford Transit	\$ 27,000	\$ -	\$ -	\$ 27,000	0.00%
Update Security system	20,000			20,000	0.00%
Electrical Maintenance	\$ 47,000	\$ -	\$ -	\$ 47,000	0.00%
Total Capital Outlay - Identified	\$ 632,000	\$ 67,398	\$ 67,398	\$ 564,602	10.66%
Unexpected Capital Outlay					
Completely refurbish aeration preopeller mixer	\$ 11,927	\$ 10,940	\$ 10,940	\$ 987	
WWTP No. 2 Secondary clarifier drain valve	\$ 99,186	\$ 99,186	\$ 99,186	-	
WWTP Bldg G A/C for MCC Room (7.5 ton)	11,031	\$ 11,031	\$ 11,031	-	
Total Unexpected Capital Outlay	\$ 122,144	\$ 121,157	\$ 121,157	\$ 987	
Total All Capital Outlay	\$ 754,144	\$ 188,555	\$ 188,555	\$ 565,589	

Capital Project Expense Summary Report

Dublin San Ramon Services District

January, 2016

Fund #		Budget	Year-to-date Expenditures	Balance	Prct Used
210	Local Sewer Replacement	1,678,736.00	85,066.92	1,593,669.08	5.07%
220	Local Sewer Expansion	377,000.00	12,567.64	364,432.36	3.33%
310	Regional Sewer Replacement	3,281,171.00	1,153,253.11	2,127,917.89	35.15%
320	Regional Sewer Expansion	1,306,362.00	304,108.96	1,002,253.04	23.28%
610	Water Replacement	10,318,674.00	2,697,192.63	7,621,481.37	26.14%
620	Water Expansion	5,458,281.00	3,630,314.94	1,827,966.06	66.51%
Grand Total		<u>22,420,224.00</u>	<u>7,882,504.20</u>	<u>14,537,719.80</u>	<u>35.16%</u>

Financing Administration Agreement Calculations

January, 2016

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	\$46,791,732
Bank of America Refunding Bond	
Expansion Amount Outstanding	\$0
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	\$ 43,275,053
Number of Years of Maximum Debt Service on Hand (Working Capital/Max Annual Debt)	\$ 4,332,552
	9.99
Capacity Fee Revenue this Fiscal Year	\$ 9,732,837
Debt Service for FY 15/16	\$ 4,311,297
Capacity fees in excess (deficiency) of this amount	\$ 5,421,540
Amount in Rate Stabilization Fund in Excess of (below) 5XMADS	\$21,612,292

Dublin San Ramon Services District
Dublin San Ramon Services District
January, 2016

Comparison of Actual DUE's to Budget

	Budget	Actual	Above (Below)
Sewer			
<i>DSRSD</i>	347	564	217
<i>Pleasanton</i>	150	158	8
Water	608	549	(59)

Dublin San Ramon Services District

Treasurer's Report - Portfolio Management Summary

As of : January 31, 2015

Description	Face Amount	Market Value	Book Value	% of Portfolio	Permitted by Policy	In Compliance	YTM @ Cost
CAMP	16,517,003.58	16,517,003.58	16,517,003.58	11.38%	100%	Yes	0.380%
Certificate of Deposit	4,000,000.00	4,005,062.25	4,000,000.00	2.76%	30%	Yes	0.97200%
Corporate Bonds	22,500,000.00	22,713,494.50	22,683,742.53	15.51%	30%	Yes	1.526%
Federal Agency Callables	50,880,000.00	50,876,027.70	50,881,175.41	35.07%	100%	Yes	1.162%
LAIF - Operating	49,196,322.89	49,196,322.89	49,196,322.89	33.91%	\$50 million	Yes	0.446%
Municipals	2,000,000.00	1,996,780.00	2,007,712.82	1.38%	100%	Yes	1.710%
Total Investments	\$ 145,093,326.47	\$ 145,304,690.92	\$ 145,285,957.23	100.00%			0.889%
Bank of America	2,361,815.48	2,361,815.48	2,361,815.48				
Total Cash & Investments	\$ 147,455,141.95	\$ 147,666,506.40	\$ 147,647,772.71				0.889%

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, Administrative Services Manager

Date

For comparison - prior month summary as of:

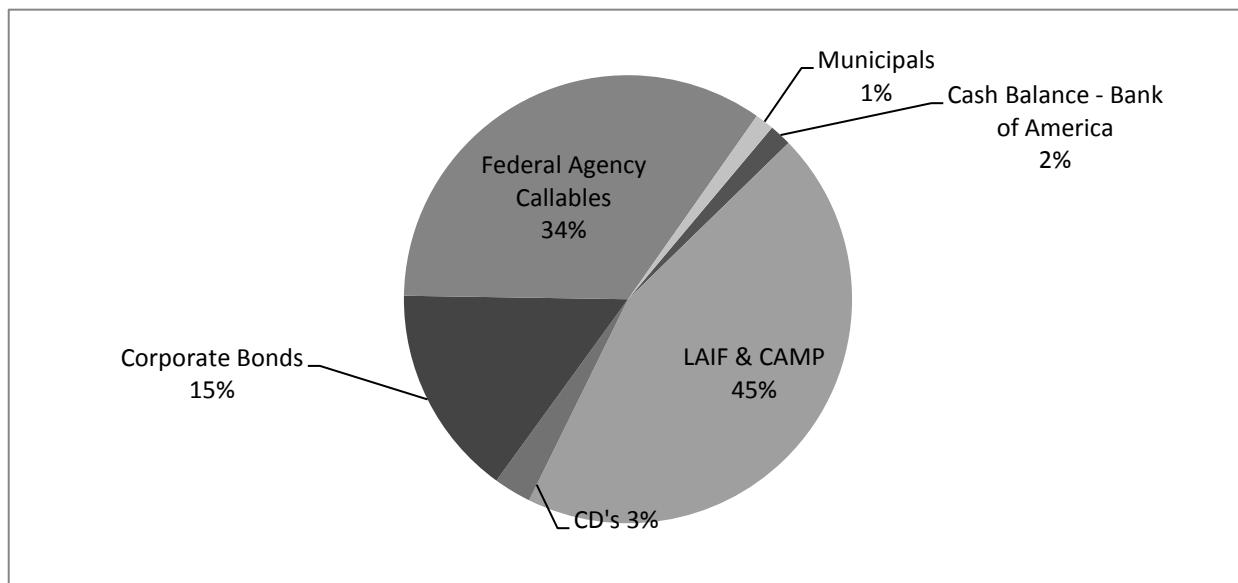
12/31/2015

Description	Face Amount	Market Value	Book Value	% of Portfolio	Permitted by Policy	In Compliance	YTM @ Cost
CAMP	16,511,683.42	16,511,683.42	16,511,683.42	11.38%	100%	Yes	0.230%
Certificate of Deposit	4,000,000.00	3,994,511.00	4,000,000.00	2.76%	30%	Yes	0.972%
Corporate Bonds	22,500,000.00	22,653,715.00	22,684,327.06	15.51%	30%	Yes	1.526%
Federal Agency Callables	50,880,000.00	50,672,190.26	50,881,175.41	35.07%	100%	Yes	1.162%
LAIF - Operating	49,150,832.03	49,150,832.03	49,150,832.03	33.88%	\$50 million	Yes	0.400%
Municipals	2,000,000.00	1,981,160.00	2,007,712.82	1.38%	100%	Yes	1.710%
Total Investments	\$ 145,042,515.45	\$ 144,964,091.71	\$ 145,235,730.74	99.96%			0.856%
Bank of America	2,853,110.59	2,853,110.59	2,853,110.59				
Total Cash & Investments	\$ 147,895,626.04	\$ 147,817,202.30	\$ 148,088,841.33				0.856%

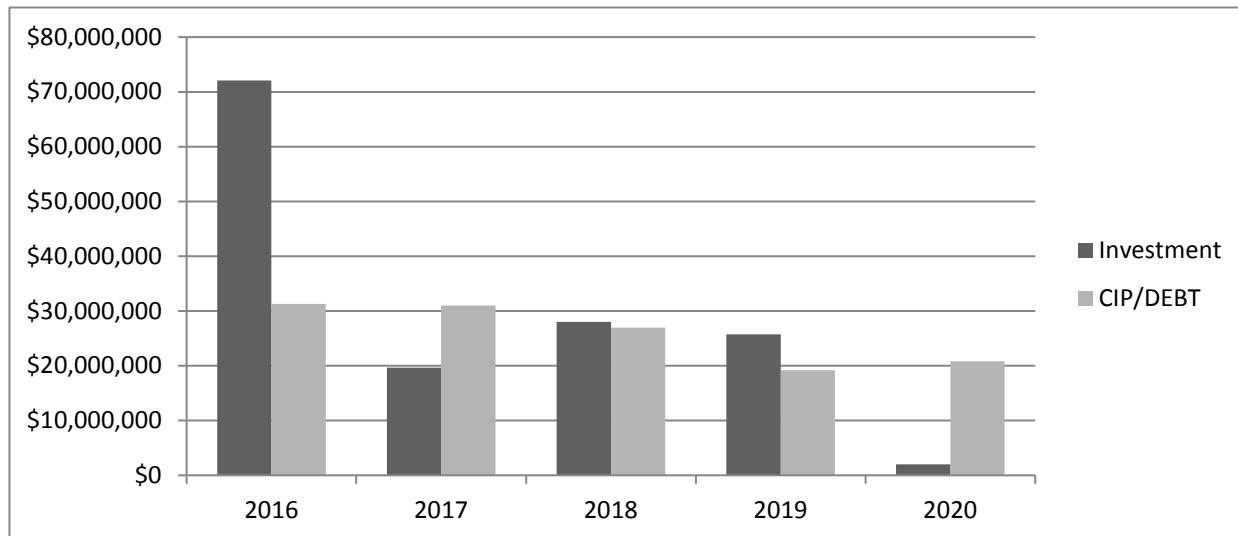
Investment Review for :
Summary of Current Investments

January 31, 2015

	Face Amount	% of Portfolio	Avg Maturity (in Years)	Avg Yield
Cash Balance - Bank of America	\$ 2,361,815.48	2%		
LAIF & CAMP	65,713,326.47	45%		0.446%
Certificates of Deposit	4,000,000.00	3%	1.4	97.200%
Corporate Bonds	22,500,000.00	15%	1.7	1.526%
Federal Agency Callables	50,880,000.00	35%	2.6	1.162%
Municipals	<u>2,000,000.00</u>	1%	4.3	1.710%
	\$ 147,455,141.95			



Investment / Cash needs next 5 years



FYE	Investment	CIP/DEBT
2016	\$ 72,075,141.95	\$ 31,258,003.75
2017	19,630,000.00	\$ 30,984,268.75
2018	28,000,000.00	\$ 26,965,800.75
2019	25,750,000.00	\$ 19,176,387.75
2020	<u>2,000,000.00</u>	\$ 20,845,455.75
	\$ 147,455,141.95	\$ 129,229,916.75

Description	CUSIP	Settlement Date	Face Amount	Market Value	Book Value	Coupon Rate	YTM @ Cost	Next Call Date	DTC/M	DTM	Maturity Date	Accrued Interest
CAMP LGIP	LGIP6300	6/30/2011	16,517,003.58	16,517,003.58	16,517,003.58	0.38	0.38	N/A	1	1	N/A	
CAMP Sub Total / Average			16,517,003.58	16,517,003.58	16,517,003.58	0.38	0.38		1	1		0.00
American Exp Centr 1.15 9/26/2016	02587DTW8	9/26/2013	250,000.00	250,738.75	250,000.00	1.15	1.15		239	239	9/26/2016	1000.34
BMW Bk 0.5 5/16/2016	05580AAB0	5/16/2014	250,000.00	250,051.00	250,000.00	0.5	0.5		106	106	5/16/2016	260.27
Capital One 2 10/7/2019	14042RAN1	10/7/2015	250,000.00	251,532.50	250,000.00	2	2		1345	1345	10/7/2019	1607.86
Capital One USA 2 10/7/2019	140420WK2	10/7/2015	250,000.00	251,532.50	250,000.00	2	2		1345	1345	10/7/2019	1607.86
Comenity Capital 0.7 3/29/2016	20033AGY6	9/29/2014	250,000.00	250,050.25	250,000.00	0.7	0.7		58	58	3/29/2016	14.38
Compass Bnk 0.5 5/31/2016	20451PJX5	5/28/2014	250,000.00	249,950.50	250,000.00	0.5	0.5		121	121	5/31/2016	219.18
Customers Bk 0.5 5/31/2016	23204HBF4	5/28/2014	250,000.00	250,054.50	250,000.00	0.5	0.5		121	121	5/31/2016	219.18
Discover Bank 1.2 3/13/2018	254671LE8	3/13/2013	250,000.00	250,270.75	250,000.00	1.2	1.2		772	772	3/13/2018	1150.68
Everbank 0.95 11/30/2016	29976DPX2	11/30/2012	250,000.00	250,301.25	250,000.00	0.95	0.95		304	304	11/30/2016	403.42
First Fed S&L 0.5 5/31/2016	32023HAC2	5/30/2014	250,000.00	249,950.50	250,000.00	0.5	0.5		121	121	5/31/2016	10.27
Flushing Bank 0.7 3/29/2016	34387AAQ2	9/30/2014	250,000.00	250,053.25	250,000.00	0.7	0.7		58	58	3/29/2016	76.71
Goldman Sachs 1.95 10/7/2019	38148JQ79	10/7/2015	250,000.00	251,534.25	250,000.00	1.95	1.95		1345	1345	10/7/2019	1567.53
Oriental Bank 0.5 5/31/2016-14	686184UH3	5/29/2014	250,000.00	249,950.25	250,000.00	0.5	0.5		121	121	5/31/2016	10.27
State Bk of India 1.15 5/14/2018	856283UK0	5/14/2013	250,000.00	249,968.00	250,000.00	1.15	1.15		834	834	5/14/2018	614.38
Sterling Svgs Bank 0.5 3/22/2016	8595316H3	3/22/2013	250,000.00	249,997.25	250,000.00	0.5	0.5		51	51	3/22/2016	448.63
Washington Fed Seattle 0.75 5/30/2017-13	938828AB6	5/30/2013	250,000.00	249,126.75	250,000.00	0.75	0.75		485	485	5/30/2017	15.41
Certificat of Deposit Sub Total / Average			4,000,000.00	4,005,062.25	4,000,000.00	0.972	0.972		464	464		9,226.37
AUST/NZ Bank Grp 1.5 1/16/2018	05253JAH4	1/26/2015	3,000,000.00	2,994,261.00	3,002,322.24	1.5	1.46		716	716	1/16/2018	1,875.00
Barclays Bank PLC Var. Corp 5/11/2017	06738K4G3	5/11/2012	3,000,000.00	2,984,850.00	3,000,000.00	2	2		466	466	5/11/2017	13,333.33
Coca-cola 1.15 4/1/2018	191216BA7	2/20/2015	3,000,000.00	3,001,161.00	2,986,787.22	1.15	1.33		791	791	4/1/2018	11,500.00
Exxon Mobil 0.921 3/15/2017	0231GAA0	9/9/2015	2,000,000.00	1,996,284.00	2,002,987.23	0.921	0.821		409	409	3/15/2017	6,958.67
GE Capital Corp 2.3 4/27/2017	36962G5W0	5/21/2012	3,000,000.00	3,044,145.00	2,997,418.14	2.3	2.361		452	452	4/27/2017	18,016.67
GE Capital Var. Corp 2/8/2016	36962G5T7	2/8/2012	2,000,000.00	2,000,098.00	2,000,000.00	1.144	1.144		8	8	2/8/2016	5,274.65
Gen Elec Co 5.25 12/6/2017	369604BC6	12/17/2012	2,500,000.00	2,680,987.50	2,685,669.97	5.25	1.396		675	675	12/6/2017	20,052.08
JPMorgan Chase 2 8/15/2017	48126EAA5	12/22/2014	2,000,000.00	2,012,226.00	2,019,306.87	2	1.506		562	562	8/15/2017	18,444.44
Microsoft 1 5/1/2018	594918AS3	3/16/2015	2,000,000.00	1,999,482.00	1,989,250.86	1	1.22		821	821	5/1/2018	5,000.00
Corporate Bonds Sub Total / Average			22,500,000.00	22,713,494.50	22,683,742.53	1.96	1.526		558	558		100,454.84
FFCB 0.65 3/28/2017	3133ECKC7	5/8/2013	1,380,000.00	1,381,435.20	1,381,019.73	0.65	0.6		422	422	3/28/2017	3,064.75
FFCB 0.74 6/9/2017-15	3133EFCX3	9/9/2015	3,000,000.00	2,996,016.00	3,000,000.00	0.74	0.74		495	495	6/9/2017	3,206.67
FFCB 1.08 2/26/2018-14	3133ECGC2	2/26/2013	5,000,000.00	5,000,010.00	5,000,000.00	1.08	1.08		757	757	2/26/2018	23,250.00
FFCB 1.37 3/21/2019-16	3133EFEA1	9/21/2015	5,000,000.00	5,004,005.00	4,997,500.00	1.37	1.385	9/21/2016	234	1145	3/21/2019	24,736.11
FFCB 1.42 4/29/2019-16	3133EED56	4/29/2015	5,000,000.00	5,000,470.00	5,000,000.00	1.42	1.42	4/29/2016	89	1184	4/29/2019	18,144.44
FHLB 0.875 3/10/2017	3133782N0	8/22/2014	4,000,000.00	4,006,284.00	4,002,655.68	0.875	0.83		404	404	3/10/2017	13,708.33
FHLB 1 6/28/2018-13	313381HDO	12/28/2012	5,000,000.00	4,974,010.00	5,000,000.00	1	1		879	879	6/28/2018	4,583.33
FHLMC 0.625 9/26/2016-14	3134G4YAO	3/26/2014	2,500,000.00	2,504,392.50	2,500,000.00	0.625	0.625		239	239	9/26/2016	5,425.35
FHLMC 1.2 6/12/2018-13	3134G46D5	6/12/2013	5,000,000.00	5,000,535.00	5,000,000.00	1.2	1.2	3/12/2016	41	863	6/12/2018	8,166.67
FHLMC 1.25 8/2/2018-15	3134G7UM1	9/3/2015	5,000,000.00	5,000,835.00	5,000,000.00	1.25	1.25	2/27/2016	27	914	8/2/2018	26,041.67
FHLMC 1.4 7/29/2019-16	3134G7X89	10/29/2015	5,000,000.00	5,004,020.00	5,000,000.00	1.4	1.4	4/29/2016	89	1275	7/29/2019	388.89
FHLMC 1.5 2/21/2019-15	3134G6XX6	5/21/2015	5,000,000.00	5,004,015.00	5,000,000.00	1.5	1.5	2/21/2016	21	1117	2/21/2019	33,333.33
Federal Agency Callables Sub Total / Average			50,880,000.00	50,876,027.70	50,881,175.41	1.165	1.162		294	883		164,049.54
LAIF LGIP	LGIP1001	6/30/2011	49,196,322.89	49,196,322.89	49,196,322.89	0.446	0.446	N/A	1	1	N/A	
LAIF Sub Total / Average			49,196,322.89	49,196,322.89	49,196,322.89	0.446	0.446		1	1		0
State of CA 1.8 4/1/2020	13063CSQ4	4/29/2015	2,000,000.00	1,996,780.00	2,007,712.82	1.8	1.71		1522	1522	4/1/2020	12,000.00
Municipals Sub Total / Average			2,000,000.00	1,996,780.00	2,007,712.82	1.8	1.71		1522	1522		12,000.00
Total / Average			145,093,326.47	145,304,690.92	145,285,957.23	0.959	0.889		224	431		285,730.75

	200 Local Sewer Operations	205 Local Rate Stabilization (RSF)	210 Local Sewer Replacement	220 Local Sewer Expansion	Total
BALANCE SHEETS					
CASH & INVESTMENTS	881,453	783,210	9,797,937	7,091,188	18,553,787
RECEIVABLES	197,787	985	13,499	9,173	221,444
OTHER	0	0	0	3,352	3,352
CURRENT ASSETS	1,079,239	784,195	9,811,436	7,103,712	18,778,584
FIXED ASSETS	33,244,120	0	349,598	21,595	33,615,314
LONG-TERM ASSETS	236,312	0	0	181,125	417,438
TOTAL ASSETS	34,559,672	784,195	10,161,034	7,306,433	52,811,335
ACCOUNTS PAYABLE	8,784	0	0	2,462	11,246
DEPOSITS	57,441	0	0	0	57,441
OTHER CURRENT LIABILITIES	56,609	0	237	7,459	64,305
CURRENT LIABILITIES	122,834	0	237	9,922	132,992
ACCRUED EXPENSES/OTHER	1,760,743	0	0	438,339	2,199,082
DEFERRED REVENUE	0	0	0	395,098	395,098
LONG-TERM LIABILITIES	1,760,743	0	0	833,437	2,594,181
RETAINED EARNINGS	32,676,095	784,195	10,160,798	6,463,075	50,084,163
TOTAL LIABILITIES & RETAINED EARNINGS	34,559,672	784,195	10,161,034	7,306,433	52,811,335
INCOME STATEMENT					
OPERATING REVENUE					
SERVICE CHARGES	1,181,263	0	0	0	1,181,263
OTHER OPERATING REVENUE	10,683	0	0	707,140	717,823
TOTAL OPERATING REVENUE	1,191,945	0	0	707,140	1,899,085
NON-OPERATING REVENUE					
CONNECTION FEES	0	0	326,986	318,054	645,040
INTEREST	3,370	2,923	39,030	27,322	72,646
OTHER NON-OPERATING REVENUE	197,590	0	0	0	197,590
TOTAL NON-OPERATING REVENUE	200,960	2,923	366,016	345,376	915,275
TRANSFERS IN	0	91,575	167,417	0	258,992
TOTAL RECEIPTS	1,392,906	94,498	533,432	1,052,516	3,073,353
DISBURSEMENTS					
OPERATING EXPENSES	1,104,055	0	32,973	353,218	1,490,246
CAPITAL PROJECTS	0	0	85,067	12,568	97,635
TRANSFER OUT	258,992	0	0	0	258,992
TOTAL DISBURSEMENTS	1,363,047	0	118,040	365,785	1,846,873
NET INCOME (LOSS)	29,858	94,498	415,392	686,731	1,226,480
EXPENSE BUDGET FOR FY 2016					
	2,065,123				
WORKING CAPITAL TARGET FOR FY 2016					
	688,374				
WORKING CAPITAL TARGET (in months)					
	4.00				
WORKING CAPITAL					
	956,406	784,195	9,811,200	7,093,791	18,645,592
WORKING CAPITAL ON HAND					
(in months) WC / (ExpBudget / 12)	5.56				
CURRENT EXCESS (DEFICIENCY)					
	268,031				
<i>Working Capital - Working Capital Target</i>					

	300 Regional Sewer Operations	305 Regional Rate Stabilization (RSF)	310 Regional Sewer Replacement	320 Regional Sewer Expansion	Total
BALANCE SHEETS					
CASH & INVESTMENTS	5,779,836	7,787,573	18,086,624	41,239,465	72,893,499
RECEIVABLES	1,103,649	11,097	27,616	332,840	1,475,202
OTHER	1,621,901	0	0	1,989,661	3,611,561
CURRENT ASSETS	8,505,386	7,798,670	18,114,240	43,561,966	77,980,262
FIXED ASSETS	105,531,416	0	1,553,491	29,664,640	136,749,547
LONG-TERM ASSETS	3,760,984	0	34,634	576,836	4,372,454
TOTAL ASSETS	117,797,785	7,798,670	19,702,365	73,803,443	219,102,264
ACCOUNTS PAYABLE	419,721	0	0	330	420,051
DEPOSITS	112,621	0	0	1,498	114,119
OTHER CURRENT LIABILITIES	974,880	0	19,472	285,085	1,279,437
CURRENT LIABILITIES	1,507,222	0	19,472	286,913	1,813,607
BONDS PAYABLE	6,708,041	0	0	29,992,372	36,700,413
ACCRUED EXPENSES/OTHER	10,222,761	0	0	75,511	10,298,271
DEFERRED REVENUE	0	0	34,634	541,153	575,787
LONG-TERM LIABILITIES	16,930,801	0	34,634	30,609,036	47,574,471
RETAINED EARNINGS	99,359,762	7,798,670	19,648,259	42,907,494	169,714,185
TOTAL LIABILITIES & RETAINED EARNINGS	117,797,785	7,798,670	19,702,365	73,803,443	219,102,264
INCOME STATEMENT					
OPERATING REVENUE					
SERVICE CHARGES	8,804,609	0	0	0	8,804,609
OTHER OPERATING REVENUE	310,265	0	0	9,416	319,681
TOTAL OPERATING REVENUE	9,114,874	0	0	9,416	9,124,290
NON-OPERATING REVENUE					
CONNECTION FEES	0	0	1,494,708	9,732,837	11,227,545
INTEREST	20,206	31,443	72,341	165,452	289,442
OTHER NON-OPERATING REVENUE	0	0	0	0	0
TOTAL NON-OPERATING REVENUE	20,206	31,443	1,567,049	9,898,289	11,516,987
TRANSFERS IN	0	0	1,501,769	0	1,501,769
TOTAL RECEIPTS	9,135,080	31,443	3,068,818	9,907,705	22,143,046
DISBURSEMENTS					
OPERATING EXPENSES	8,501,765	0	162,311	2,762,871	11,426,947
CAPITAL PROJECTS	0	0	1,153,253	304,109	1,457,362
TRANSFER OUT	1,501,769	0	0	0	1,501,769
TOTAL DISBURSEMENTS	10,003,534	0	1,315,564	3,066,980	14,386,078
NET INCOME (LOSS)	(868,454)	31,443	1,753,254	6,840,725	7,756,968
EXPENSE BUDGET FOR FY 2016	16,303,153				
WORKING CAPITAL TARGET FOR FY 2016	5,434,384				
WORKING CAPITAL TARGET (in months)	4.00				
WORKING CAPITAL	6,998,164	7,798,670	18,094,768	43,275,053	76,166,655
WORKING CAPITAL ON HAND (in months) WC / (ExpBudget / 12)	5.15				
CURRENT EXCESS (DEFICIENCY)	1,563,780				
<i>Working Capital - Working Capital Target</i>					

	600 Water Operations	605 Water Rate Stabilization (RSF)	610 Water Replacement	620 Water Expansion	Total
BALANCE SHEETS					
CASH & INVESTMENTS	10,495,322	10,374,366	15,120,692	19,967,848	55,958,229
RECEIVABLES	782,055	14,936	15,862	27,938	840,792
OTHER	0	0	0	0	0
CURRENT ASSETS	11,277,377	10,389,303	15,136,554	19,995,787	56,799,021
FIXED ASSETS	120,868,359	0	3,073,265	24,247,774	148,189,398
LONG-TERM ASSETS	2,442,206	0	0	300,792	2,742,997
TOTAL ASSETS	134,587,942	10,389,303	18,209,819	44,544,352	207,731,416
ACCOUNTS PAYABLE	558,133	0	41,923	447	600,503
DEPOSITS	496,535	0	0	0	496,535
OTHER CURRENT LIABILITIES	1,332,219	2,763	91,090	1,077,996	2,504,068
CURRENT LIABILITIES	2,386,887	2,763	133,013	1,078,443	3,601,106
BONDS PAYABLE	0	0	0	35,624,986	35,624,986
ACCRUED EXPENSES/OTHER	6,031,235	0	0	696,615	6,727,849
DEFERRED REVENUE	0	0	0	6,012,194	6,012,194
LONG-TERM LIABILITIES	6,031,235	0	0	42,333,794	48,365,029
RETAINED EARNINGS	126,169,820	10,386,540	18,076,806	1,132,115	155,765,281
TOTAL LIABILITIES & RETAINED EARNINGS	134,587,942	10,389,303	18,209,819	44,544,352	207,731,416
INCOME STATEMENT					
OPERATING REVENUE					
SERVICE CHARGES	10,498,908	0	0	(1,056)	10,497,852
OTHER OPERATING REVENUE	324,150	36,422	2,261	1,861,725	2,224,558
TOTAL OPERATING REVENUE	10,823,058	36,422	2,261	1,860,669	12,722,409
NON-OPERATING REVENUE					
CONNECTION FEES	0	0	1,910,057	5,352,518	7,262,575
INTEREST	47,647	42,113	52,533	79,055	221,349
OTHER NON-OPERATING REVENUE	271,100	329,879	0	0	600,979
TOTAL NON-OPERATING REVENUE	318,747	371,992	1,962,590	5,431,573	8,084,902
TRANSFERS IN	0	2,151,769	4,948,117	393,750	7,493,636
TOTAL RECEIPTS	11,141,805	2,560,183	6,912,967	7,685,992	28,300,948
DISBURSEMENTS					
OPERATING EXPENSES	9,240,960	10,285	112,725	2,435,763	11,799,733
CAPITAL PROJECTS	0	0	2,697,193	3,630,315	6,327,508
TRANSFER OUT	4,879,436	2,614,200	0	0	7,493,636
TOTAL DISBURSEMENTS	14,120,396	2,624,485	2,809,917	6,066,078	25,620,876
NET INCOME (LOSS)	(2,978,591)	(64,302)	4,103,050	1,619,914	2,680,071
EXPENSE BUDGET FOR FY 2016	19,976,821				
WORKING CAPITAL TARGET FOR FY 2016	6,658,940				
WORKING CAPITAL TARGET (in months)	4.00				
WORKING CAPITAL	8,890,490	10,386,540	15,003,541	18,917,344	53,197,914
WORKING CAPITAL ON HAND (in months) WC / (ExpBudget / 12)	5.34				
CURRENT EXCESS (DEFICIENCY) Working Capital - Working Capital Target	2,231,549				

	900 Administrative Overhead	965 OPEB	995 DV Standby Assessment	Total
BALANCE SHEETS				
CASH & INVESTMENTS	(410,603)	257,417	1,551,164	0 1,397,978
RECEIVABLES	303,530	417	47,295	0 351,242
OTHER	412,855	0	0	0 412,855
CURRENT ASSETS	305,782	257,833	1,598,458	0 2,162,074
LONG-TERM ASSETS	0	12,195,375	0	0 12,195,375
TOTAL ASSETS	305,782	12,453,208	1,598,458	0 14,357,449
ACCOUNTS PAYABLE	42,272	59,925	0	0 102,197
OTHER CURRENT LIABILITIES	263,510	471,357	0	0 734,867
CURRENT LIABILITIES	305,782	531,282	0	0 837,064
RETAINED EARNINGS	0	11,921,926	1,598,458	0 13,520,384
TOTAL LIABILITIES & RETAINED EARNINGS	305,782	12,453,208	1,598,458	0 14,357,449
INCOME STATEMENT				
OPERATING REVENUE				
OTHER OPERATING REVENUE	838,414	0	897,425	0 1,735,839
TOTAL OPERATING REVENUE	838,414	0	897,425	0 1,735,839
NON-OPERATING REVENUE				
INTEREST	0	964	3,802	0 4,766
OTHER NON-OPERATING REVENUE	0	0	0	0 0
TOTAL NON-OPERATING REVENUE	0	964	3,802	0 4,766
TRANSFERS IN	0	0	0	0 0
TOTAL RECEIPTS	838,414	964	901,227	0 1,740,605
DISBURSEMENTS				
OPERATING EXPENSES	838,414	494,370	9,037	0 1,341,821
CAPITAL PROJECTS	0	0	0	0 0
TRANSFER OUT	0	0	0	0 0
TOTAL DISBURSEMENTS	838,414	494,370	9,037	0 1,341,821
NET INCOME (LOSS)	0	(493,406)	892,190	0 398,785
EXPENSE BUDGET FOR FY 2016	0			
WORKING CAPITAL TARGET FOR FY 2016	0			
WORKING CAPITAL TARGET (in months)	0.00			
WORKING CAPITAL	0	(273,449)	1,598,458	0 1,325,010
WORKING CAPITAL ON HAND	0.00			
(in months) WC / (ExpBudget / 12)				
CURRENT EXCESS (DEFICIENCY)	0			
<i>Working Capital - Working Capital Target</i>				

January Budget Variance Report

Accounting Period: 7
Accounting Year: 2016

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

Expected Expense: 58.33%
Tolerance Level: 2.00%
Target Expense: 60.33%

Division: 10. Legislative

	<u>2016 Adjusted Budget</u>	<u>YTD Expenditure</u>	<u>MTD Expenditure</u>	<u>% of YTD to Budget</u>	<u>Flag</u>
Employee Memberships & Certifications	0.00	0.00	0.00	- %	
Medical	25,104.00	10,845.00	1,631.00	43.20%	
Other Benefits	10,352.64	4,002.84	520.67	38.66%	
Retirement	5,330.72	986.88	204.26	18.51%	
Salaries	56,160.00	13,286.00	2,774.00	23.66%	
Salary / Benefit Credit	0.00	0.00	0.00	- %	
Training Costs	20,000.00	9,477.20	0.00	47.39%	
1. Personnel	116,947.36	38,597.92	5,129.93	33.00%	
Office Supplies	2,800.00	522.72	53.75	18.67%	
2. Materials and Supplies	2,800.00	522.72	53.75	18.67%	
Advertising	0.00	0.00	0.00	- %	
Other Services	25,500.00	5,070.00	120.00	19.88%	
Professional Services	33,000.00	10,950.75	0.00	33.18%	
Telecommunication Services	0.00	0.00	0.00	- %	
3. Contract Services	58,500.00	16,020.75	120.00	27.39%	
Meetings	700.00	70.00	0.00	10.00%	
Permits, Licenses & District Mbrshps	0.00	0.00	0.00	- %	
Subscriptions & Publications	0.00	0.00	0.00	- %	
4. Other	700.00	70.00	0.00	10.00%	
10. Legislative Total	178,947.36	55,211.39	5,303.68	30.85%	

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016 To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
01/11/2016	1112016	03718 HR SIMPLIFIED	IRS 125 POS/DCA/FSA 2015/2016	5,855.34	5,855.34
01/11/2016	607011116	01098 NATIONWIDE RETIREMENT SOLI	NATIONAL DEFERRED COMPENSATION: PAYMENT	48,525.20	48,525.20
01/11/2016	1000646974	00494 PERS	RETIREMENT: PAYMENT	85,835.19	85,835.19
01/12/2016	20500446	00558 IRS - PAYROLL TAXES	FEDERAL WITHHOLDING TAXES: PAYMENT	152,254.74	152,254.74
01/12/2016	98938056	00559 EDD - PAYROLL	CALIFORNIA STATE TAXES: PAYMENT	29,393.20	29,393.20
01/14/2016	87733	03536 U S BANK/ CORP PMT SYSTEMS	SOLAWINDS NTA SL250 RENEWAL	1,650.00	
			CATERED LUNCH FOR WATEREUSE MEETING OF 1	1,379.25	
			CORIAN TOP FOR BLDG T OFFICE REMODEL	1,340.00	
			DRYER FOR FR UNIFORMS	1,264.68	
			32" SAMSUNG MONITOR FOR KEN PETERSON	769.41	
			32" SAMSUNG MONITOR FOR KEN PETERSON	769.41	
			QTY (2) DELL P2414H MONITORS FOR MADARAN	573.00	
			ERGONOMIC EQUIPMENT J. VALDEZ	547.50	
			WORK SURFACE FOR BLDG T OFFICE REMODEL	547.50	
			DISTRICT'S RETIREMENT GIFT FOR PAUL CARN	545.31	
			REGISTRATION: D. LOPEZ CASA WINTER CONFE	525.00	
			STEPHENSON - ACWA 2015 FALL CONFERENCE -	519.33	
			HYATT REGENCY INDIAN WELLS - ACWA 2015 F	467.08	
			BREAKFAST ITEMS FOR WATEREUSE MEETING OF	414.87	
			COPY PAPER, TONER, CHAIRMAT, ETC	401.78	
			(5QTY) LED 36W LIGHT FOR DISTRICT OFFICE	401.36	
			MCINTYRE WATEREUSE REGISTRATION	400.00	
			QTY (5) URBAN ARMOR GEAR COVERS FOR SURF	395.67	
			ANNUAL MAINT CONTRACT FOR FOD SCADA ALAR	395.00	
			COPY PAPER, CHAIRMAT, TONER, ETC	365.24	
			TOOL CAGE SUPPLIES	339.41	

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016 To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			GALLARDO - CASA 2016 WINTER CONFERENCE R	315.00	
			OFFICE SUPPLIES: CALENDARS & TONER CARTR	309.55	
			MEMBERSHIP RENEWAL: S. DELIGHT 2016	265.00	
			DIV53 RECOGNITION EVENT	261.08	
			AIRFARE: D. GALLAGHER CASA WINTER CONFER	255.20	
			J. CHALK CWEA RENEWAL 1-31-16	250.00	
			14-P004 WWTP VISIONING MTG WORKSHOP NO.	231.82	
			OFFICE SUPPLIES: CALENDARS	229.50	
			OFFICE SUPPLIES: CALENDARS, PAPER, CREAM	226.26	
			CSDA - REGISTRATION - NEW BOARD MEMBER -	225.00	
			SIDE STEPS FOR UNIT #113	212.11	
			SHOP TOWELS, PRYBAR, WRCH SET, CPLR PLUG	209.07	
			QTY (1) RADEON R9 285 VIDEO CARD FOR MAD	206.75	
			GALLARDO - CASA 2016 WINTER CONFERENCE L	199.70	
			AIRFARE: D. LOPEZ FOR CASA ON 1/20/19	194.20	
			3 STANDARD BUSINESS DIARY FOR OPERATORS	172.05	
			OFFICE SUPPLIES: CALENDARS, HIGHLIGHTERS	167.94	
			BSMITH: MEMBERSHIP RENEWAL, EXP 12/31/15	164.00	
			TSTODDARD: MEMBERSHIP RENEWAL, EXP 01/31	164.00	
			OFFICE SUPPLIES: TONER CARTRIDGES, CALEN	158.53	
			WATER CONSERVATION DEVICES - DYE TABLETS	154.88	
			TOOLS, FLUIDS & GEN SUPPLIES	149.35	
			GEN SUPPLIES FOR FLEET	148.70	
			TOOLS FOR UNIT#60	142.96	
			GALLARDO - CASA 2016 WINTER CONFERENCE A	132.46	
			SAFETY SHOES: A. CIGLIUTI FY16	131.35	
			REGISTRATION: C. SANCHEZ - MAKING THE TR	125.30	
			GROUT CLEANER FOR D.O.	124.59	
			NFPA 820: STANDARD FOR FIRE PROTECTION I	109.64	

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016 To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			D. LEONARDO SAFETY BOOTS	107.99	
			BINDING COVERS, TABLE OF CONTENTS TABS,	107.76	
			OFFICE SUPPLIES: CALENDARS, PAPER, CLIPS	106.47	
			(2QTY) WINDSOCK FRAME-13" FOR WWTP	106.05	
			WD-40 & LAUNDRY DETERGENT, TIMER	99.28	
			OLSEN - WATEREUSE WEBINAR 01/28/16	99.00	
			AFTERNOON COFFEE AND TEA FOR WATEREUSE M	96.97	
			WELCOME LUNCH WITH NEW ASSOCIATE ENGINEER	93.02	
			QTY (1) WS_FTP LICENSE FOR CUSTOMER SERV	89.95	
			14-P004 WWTP 2ND VISIONING WORKSHOP LUNC	85.25	
			SUPPLIES FOR WATEREUSE MEETING OF 12/4/1	84.17	
			(27.609G) DIESEL FUEL FOR UNIT #113	82.80	
			CO-GEN AND SHOP SUPPLIES	82.49	
			DEWALT 1/4" SANDER KIT, SANDING KIT FOR	80.80	
			(25.707G) DIESEL FUEL FOR UNIT #113	77.10	
			KEYBOARD, CASE & BAG FOR TABLET	72.63	
			TAXI FROM PALM SPRINGS AIRPORT TO	72.59	
			2 WOOST SHERLOCK GAL PAINT	71.81	
			DIV 42 SUPPLIES - FOLDERS FOR CLEAN WATE	70.93	
			CUPS PLATES TABLECLOTHS FOR WATEREUSE ME	69.76	
			ERGONOMIC EQUIPMENT J. VALDEZ	66.47	
			STEPHENSON - ACWA 2015 FALL CONFERENCE -	66.24	
			DIV 42 OFFICE SUPPLIES	65.67	
			CCAC - 2016 DUES RENEWAL NICOLE GENZALE	65.00	
			NCCIPMA-HR MEMBERSHIP 2016 (GALLARDO)	60.00	
			MISC OFFICE SUPPLIES	59.72	
			DT KIT, NITRITE (SODIUM) FOR HEAT LOOP T	59.30	
			WIFI ADAPTER FOR SCADA SERVER UPGRADE	58.00	
			FOD SUPPLIES: WHEEL BRUSH, PWR WSH POLE,	57.95	

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016 To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			PAINT FOR BLDG S REMODEL	57.64	
			QTY (1) REPLACEMENT FOR RAY ROBLES BROKE	54.74	
			ANCHOR BOLTS FOR SHOP USE	52.49	
			SAFETY SIGNS	51.00	
			LAPTOP CASE	49.26	
			POLY MAGNIFILE FILE FOLDERS	49.19	
			MATLS FOR BLDG T REPAIRS	48.07	
			PAINTING SUPPLIES FOR BLDG S OFFICE REMO	47.83	
			ERGONOMIC EQUIPMENT- J. VALDEZ	46.15	
			14-P004 WWTP VISIONING MTG	46.14	
			COOLANT TEST STRIPS FOR CO-GEN	45.96	
			AMAZON - TOPS DAILY AGENDA "THINGS TO DO	45.62	
			GEN SUPPLIES FOR BLDG S OFFICE REMODEL	45.43	
			POCKET SCREWDRIVER, KEYBOARD FOR TABLE	44.40	
			ADMIN ASSISTANT I APPRAISAL BOARD EXPENS	44.26	
			LUNCH AT ACWA SUE AND JOHN	43.80	
			FUEL FOR C. BYRUM'S TRUCK	42.00	
			SUPPLIES FOR UNIT #79	41.01	
			1 YEAR SUPPORT FOR WS_FTP PRO~	39.95	
			TARGET OFFICE SUPPLY	32.84	
			PROGRAMMING ADAPTER, USB SPLITTER CABLE	30.78	
			BUCKETS, SPONGE MOP, RUBBER MALLET FOR B	29.37	
			LAPTOP BAG	27.38	
			POWER STRIP FOR SECURITY SERVER	27.36	
			PRO SUBSCRIPTION (DECEMBER 2015)	26.00	
			MATLS FOR BLDG T REPAIRS	25.94	
			MISC OFFICE SUPPLIES	25.15	
			DINNER AT ACWA	23.44	
			STEPHENSON - ACWA 2015 FALL CONFERENCE M	22.51	

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016 To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			STEPHENSON - ACWA 2015 FALL CONFERENCE -	22.20	
			XENO 2/3AA LITHIUM 3.6V BATTERY FOR INSP	22.17	
			QTY (1) 6' HDMI CABLE FOR IT LOANER LAPT	21.89	
			DONUTS FOR JOINT MAINT MEETING - 12/17/1	20.00	
			STEPHENSON - UTILITY BRANDING NETWORK ME	19.30	
			CAPS FOR CO-GEN RESERVOIRS; MIRRORS FOR	19.09	
			EMPLOYEE NAMEPLATE - ROBYN MUTOBE	17.52	
			BINDER DIVIDERS	16.41	
			RETIREMENT CARDS FOR PAUL CARNEY	16.04	
			SPRING LINKS FOR GOLF CART MODIFICATION	15.24	
			PARKING: SWRCB MTG ON 12/07/15 D. GALLAG	15.00	
			ADMIN ASST I APPRAISAL BOARD EXPENSE (12	11.89	
			STEPHENSON - UTILITY BRANDING NETWORK ME	9.60	
			FAX SERVICE - NOV. 2015	7.95	
			PAINTING SUPPLIES FOR BLDG S OFFICE REMO	6.44	
			RING TERMINAL	3.77	
			STEPHENSON - UTILITY BRANDING NETWORK ME	3.00	
			RETURN LAPTOP CASE	-49.26	
			CREDIT FOR SECURITY DEPOSIT - ROOM USED	-200.00	23,125.92
01/14/2016	87734	01013 BARRETT BUSINESS SERVICES	D. SWIFT: WE 12/20/15	1,024.00	
			T. AMARO: WE 12/20/15	1,024.00	
			N. POON: WE 12/20/15	413.44	
			C. SIMMONS: WE 12/20/15	409.60	
			P.BRICK JR., W/E 12/20/15	92.16	
			CURTIS HIVES: W/E 12/20/15	35.84	
			C. HIVES: ADJUSTMENT FOR W/E 12/13/15	26.88	3,025.92
01/14/2016	87735	05359 BURKE, WILLIAMS & SORENSEN	GENERAL COUNSEL SVCS - NOVEMBER 2015	1,060.80	1,060.80
01/14/2016	87736	04424 GRAYBAR ELECTRIC COMPANY	REPLT FAN FOR LAB EXHAUST FAN #2	353.04	

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			ELE MATERIALS & PARTS FOR STOCK	175.88	528.92
01/14/2016	87737	00365 RAJ GUMBER	GUMBER REIMB EXP FOR TEAM BUILDING	89.03	89.03
01/14/2016	87738	01171 MCGUIRE & HESTER	AC RESTORATION VARIOUS: 12/17 & 12/18/15	6,640.18	6,640.18
01/14/2016	87739	02076 NORTHERN TOOL & EQUIPMENT	SHELVES FOR JANITORIAL SUPPLY ROOM	1,135.62	1,135.62
01/14/2016	87740	00608 OFFICE TEAM	TEMP SVCS W/E 01/01/16 - MONTAGUE	695.21	695.21
01/14/2016	87741	01403 PRAXAIR DISTRIBUTION INC	186 CYLINDER RENTAL	66.08	66.08
01/14/2016	87742	01389 SCOTT ROBERSON	ROBERSON CERTIFICATE REIMB COLLECTIONS S	180.00	180.00
01/14/2016	87743	00762 TESTAMERICA LABORATORIES I	SAMPLE TESTING	73.00	73.00
01/14/2016	87744	00937 W.W. GRAINGER, INC.	REPLT SUMP PUMP AND FLOAT SWITCH	455.74	
			DESSICANT FOR WWTP INSTRUMENTATION	94.01	
			DESSICANT REFILL FOR LEVEL TRANSMITTER	7.12	556.87
01/14/2016	87745	01738 3T EQUIPMENT COMPANY INC.	1 1/4 UNION BALL VALVE FOR UNIT #110	343.31	343.31
01/14/2016	87746	07279 GREG ALAMEDA	REFUND METER # 64833110	780.36	780.36
01/14/2016	87747	02158 AMADOR VALLEY INDUSTRIES	DECEMBER DUMPSTER RENTAL & PICK-UP @ FOD	322.81	
			DO GARBAGE SVC - FY 15/16 - DEC. 2015	321.67	644.48
01/14/2016	87748	01009 ARCHER NORRIS	16-A005 TO NO. 1 PROPERTY ACQUISITION AS	1,303.50	1,303.50
01/14/2016	87749	06211 ASSOCIATED SERVICES CO.	OPS DEPT HOT BEVERAGE SERVICE JAN '16	192.95	192.95
01/14/2016	87750	00622 AT&T	C2 - TELE SVCS & USAGE THRU 12/12/2015	-1,312.16	
			C2 - TELE SVCS & USAGE THRU 11/12/2015	-1,257.10	
			C3 - TELE SVCS & USAGE THRU 11/12/2015	3,937.93	
			C3 - TELE SVCS & USAGE THRU 12/12/2015	1,996.20	3,364.87
01/14/2016	87751	02026 C.H.BULL CO.	STREAMLIGHT KNUCKLEHEAD HAZ-LO FLOOD LIG	125.93	125.93
01/14/2016	87752	07138 CALIFORNIA WATER TECHNOLO	FERROUS CHLORIDE DELIVERY 12/15/15	4,476.51	4,476.51
01/14/2016	87753	03000 CALIFORNIA-NEVADA SECTION-/-	HAYES - CROSS CONNECTION SPECIALIST RECE	80.00	80.00

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
01/14/2016	87754	00105 CAL-STEAM	OPERATING SUPPLIES FOR STOCK	57.77	57.77
01/14/2016	87755	07426 CITY OF DUBLIN 100	REFUND ACCT # 03-21-444445-000 SILVERGAT	192.28	192.28
01/14/2016	87756	06107 COGENT COMMUNICATIONS INC	INTERNET SERVICE - JAN. 2016	2,300.00	2,300.00
01/14/2016	87757	05196 COMCAST	BUSINESS TV BASIC 01/07/16 - 02/06/16	18.88	18.88
01/14/2016	87758	01156 CWEA	KHAW - 2016 LABORATORY ANALYST GRADE 2 C	86.00	86.00
01/14/2016	87759	07438 JASON DESKIN	REFUND 3528 BROWNTAIL WAY	226.00	226.00
01/14/2016	87760	02529 DFM ASSOCIATES	CALIFORNIA ELECTIONS CODE 2016	53.75	53.75
01/14/2016	87761	00280 ECOWATER SYSTEMS	LAB WATER SOFTENER EXCHANGE TANKS: OPS J	205.20	
			RO TANKS (QTY 2) EXCHANGED QUARTERLY: ME	17.00	222.20
01/14/2016	87762	07429 LINDA EDINGTON	REFUND 7190 ROSITA CT	144.53	144.53
01/14/2016	87763	06977 EORM INC.	SAFETY CONSULTING SERVICES NOV '15	11,684.75	11,684.75
01/14/2016	87764	00307 FAIRWAY EQUIPMENT & SUPPLY	14-S013: MATLS FOR SECONDARY #3 REBUILD	3,847.68	
			FILTER HOUSING UNIT FOR WEST WASHER COMP	906.07	
			REPLT TRANSFER PUMP FOR TURN-OUT #2	901.07	5,654.82
01/14/2016	87765	02656 FASTENAL COMPANY	PPE - SHOP/WWTP CACHE	356.41	356.41
01/14/2016	87766	07430 TAMMY FERGUSON	REFUND 6609 SPRUCE LN	62.49	62.49
01/14/2016	87767	06865 FUTURE FORD OF CONCORD	(24QTY) TRANSMISSION FLUIDS FOR STOCK	144.66	
			EXTRA KEY FOR UNIT #112	134.24	
			EXTRA KEY FOR UNIT #113	134.24	
			SPARK PLUGS, COIL ASY & FILTER ASY FOR U	103.09	
			TRANS FILTER FOR UNIT #19	21.71	537.94
01/14/2016	87768	07428 JOSEPH HANNA	REFUND 3553 ROCKING HORSE CT	10.00	10.00
01/14/2016	87769	03149 HDS WHITE CAP CONST SUPPLY	ELECTROLITE PACS FOR OPS	41.98	41.98
01/14/2016	87770	07422 AMANDA HEALY	REFUND 7639 AMARILLO RD	146.54	146.54

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
01/14/2016	87771	00388 HEATH'S WELDING SUPPLY	GAS SUPPLIES AND RENTAL	228.85	228.85
01/14/2016	87772	07421 RICHARD A HERGER	REFUND 7060 ALLEGHENY DR	68.26	68.26
01/14/2016	87773	06074 INSIGHT PUBLIC SECTOR	UNITY AND UCCX LICENSES	1,599.05	1,599.05
01/14/2016	87774	01225 KAESER COMPRESSORS, INC	(4QTY) SEAL RING FOR PLANT AIR COMPRESSO	87.70	87.70
01/14/2016	87775	07424 SIMONA KANDLER	REFUND 11335 VILLAGE VIEW CT	6,341.60	6,341.60
01/14/2016	87776	06562 KMG ENTERPRISES, LLC	R BIAGTAN - MANAGEMENT COACHING	2,700.00	2,700.00
01/14/2016	87777	00486 KOFFLER ELECTRIC/MECH	REPLT MOTOR FOR GRIT PUMP	959.22	959.22
01/14/2016	87778	05709 LESCURE COMPANY, INC.	TROUBLESHOOT/REPAIR - CLEAN OUT FUEL OIL	1,200.00	1,200.00
01/14/2016	87779	05406 MAAS BROTHERS POWDER CO/	WATER STAND FOR BLDG A	325.00	325.00
01/14/2016	87780	02423 NITHIN MALLYA	REFUND 5961 HILLBROOK PL	61.90	61.90
01/14/2016	87781	07264 MANPOWERGROUP US INC.	M. ZAKLAN: WE 12/20/15	409.64	409.64
01/14/2016	87782	00536 MC MASTER-CARR SUPPLY CO.	TIMER SWITCH FOR D.O. GATE	28.78	28.78
01/14/2016	87783	05897 MERIT RESOURCE GROUP	A. MCCAFFERY: WE 12/20/15	1,259.70	1,259.70
01/14/2016	87784	07423 LUCIA MILLER	REFUND 7511 CALLE VERDE RD	237.25	237.25
01/14/2016	87785	07427 JALEAIL NABIZADAH	REFUND 3433 MONAGHAN ST	6.18	6.18
01/14/2016	87786	04796 NAPA AUTO PARTS	AIR HOSE FOR IN-FRONT OF SHOP	47.44	47.44
01/14/2016	87787	02109 ONE HOUR DELIVERY SERVICE,	16-A005 2ND AMENDMENT TO PURCHASE AND SA	51.94	51.94
01/14/2016	87788	00620 P G & E	WWTP ELECTRICITY - DECEMBER 2015	16,688.89	
			DISTRICT OFFICE ELECTRICITY - DECEMBER 2	3,668.43	
			PUMP STATION 200A ELEC - DECEMBER 2015	2,810.88	
			DISTRICT OFFICE GAS SERVICE - DECEMBER 2	1,169.17	
			PUMP STATION 4A ELEC - DECEMBER 2015	688.49	
			DO UTILITY BUILDING ELEC - DECEMBER 2015	101.89	

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			DO UTILITY BUILDING GAS SVC - DECEMBER 2	36.91	
			RESERVOIR R100 ELEC - JANUARY 2016	21.66	
			ALAMO TRUNK SEWER ELEC - DECEMBER 2015	13.35	
			JOHNSON DRIVE STREETSCAPE ELEC - DECEMBER	11.15	25,210.82
01/14/2016	87789	00663 PLEASANTON GARBAGE SVC IN	TRANSPORT SOLIDS/GRIT SCREENINGS DEC '15	4,434.95	4,434.95
01/14/2016	87790	05475 PRESIDIO SYSTEMS, INC.	CCTV WORK FOR TERRACE RIDGE COURT DUBLIN	1,000.00	1,000.00
01/14/2016	87791	04105 R&B COMPANY	MISC METER SUPPLIES & PARTS	4,197.97	
			METER SUPPLIES & PARTS	3,709.77	
			MISC METER PARTS & SUPPLIES	1,729.81	
			MISC METER PARTS & SUPPLIES	958.13	
			MISC PARTS & SUPPLIES	935.33	
			METER PARTS & SUPPLIES	352.89	
			MISC METER PARTS & SUPPLIES	289.49	12,173.39
01/14/2016	87792	07172 ROUX ASSOCIATES INC.	16-A005 SHORT PAY ON INVOICE #123673	518.55	518.55
01/14/2016	87793	00756 SECURITY ETC.	SECURITY & FIRE ALARM MONITORING Q3 DIST	252.00	
			FIRE ALARM MONITORING - DERWA Q3	165.00	
			FIRE ALARM MONITORING - WWTP Q3	165.00	582.00
01/14/2016	87794	06915 SHARPS SOLUTIONS, LLC	CLEAN WATER - PHARMACEUTICAL OFF-HAUL ON	215.55	215.55
01/14/2016	87796	07420 SWENSON PROPERTY MANAGE	REFUND 8291 DAVONA DR	226.17	226.17
01/14/2016	87797	07425 CABOT TEMPLETON	REFUND 10635 ROY HILLS LN	45.77	45.77
01/14/2016	87798	00848 THE LIGHTHOUSE	STROBE TUBES FOR STOCK	229.47	229.47
01/14/2016	87799	00862 TIFCO INDUSTRIES	ROPE RATCHET, INDL GREASE GUN KIT, POCHE	298.99	298.99
01/14/2016	87800	06702 UNIFIRST INC.	DEC 2015: WEEKLY DELIVERY OF FLAME RESIS	373.14	373.14
01/14/2016	87801	00907 UNIVERSITY OF SOUTHERN CAL	WATER PURVEYOR MEMBERSHIP WITH 2400 - 20	598.85	598.85
01/14/2016	87802	00920 VASCO ROAD LANDFILL	UNLOADING OF WWTP SOLIDS/GRIT DEC '15	988.57	988.57

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
01/14/2016	87803	00933 VWR INTERNATIONAL, INC.	BUFFER PH7, CUP 5ML, LAURYL TRYPTOSE BRO LAWWMA: REAGENT FOR THE CHLORINE ANALYZE SULFURIC ACID 0.1N	613.00 535.53 27.77	1,176.30
01/14/2016	87804	05785 WAUKESHA PEARCE INDUSTRIE	(4QTY) CYLINDER HEAD FOR CO-GEN RICH BUR	11,525.19	11,525.19
01/14/2016	87805	00987 ZONE 7 WATER AGENCY	DECEMBER 2015 CONNECTION FEES DOUGHERTY VALLEY O&M CHARGES FOR PERIOD	1,778,900.50 3,190.26	1,782,090.76
01/15/2016	1944895	00591 NEOPOST USA INC.	POSTAGE ADVANCE 01/15/16	1,000.00	1,000.00
01/19/2016	1192016	03718 HR SIMPLIFIED	IRS 125 (POS) 2015 & 2016	3,377.37	3,377.37
01/21/2016	87806	01013 BARRETT BUSINESS SERVICES	T. AMARO: WE 12/27/15 D. SWIFT: WE 12/27/15 N. POON: WE 12/27/15 C. SIMMONS: WE 12/27/15	819.20 819.20 413.44 184.96	2,236.80
01/21/2016	87807	00216 DAIOHS U.S.A. INC.	FY2016 HOT BEVERAGE SERVICE DO - JAN. 20	251.32	251.32
01/21/2016	87808	01623 EAST BAY DISCHARGERS AUTH	O&M ASSESSMENT - JANUARY 1, 2016 QTR	166,591.03	166,591.03
01/21/2016	87809	06114 EID, INC.	EID 10 DAYS - PROJECT PLANNING, MEETING	15,000.00	15,000.00
01/21/2016	87810	04691 INC. EQUIFAX INFORMATION SVI	EQUIFAX	479.62	479.62
01/21/2016	87811	00319 FISHER SCIENTIFIC	DIAMOND PACK BARNSTEAD CARTRIDGE	713.36	713.36
01/21/2016	87812	05509 FULL SPECTRUM ANALYTICS, IN	ICS 2000 ANNUAL SERVICE CONTRACT	4,542.75	4,542.75
01/21/2016	87813	04424 GRAYBAR ELECTRIC COMPANY	SPARE TERMINATION WIRE PARTS FOR STOCK ELE MATLS FOR CO-GEN #3 PROJECT SHOP TOOLS: WIRE STRIPPER; SCREWDRIVER;	274.55 191.09 154.96	620.60
01/21/2016	87814	00384 JEFF HAYES	HAYES REIMB EXPENSES FOR FIELD SUPPLIES HAYES REIMB EXP FOR FIEDL SUPPLIES	43.78 32.84	76.62
01/21/2016	87815	01242 INFO SEND, INC	UB BILLING PRINTING/MAILING SVCS DEC. 20	1,117.26	1,117.26

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
01/21/2016	87816	00439 IUOE LOCAL 39	LOCAL 39 UNION DUES: PAYMENT	4,403.31	4,403.31
01/21/2016	87817	00608 OFFICE TEAM	TEMP SVCS W/E 01/08/16 - MONTAGUE	658.62	658.62
01/21/2016	87818	04553 PACHECO BROTHERS GARDENI	DISTRICT FACILITIES LANDSCAPE MTCE JAN '16 DERWA LANDSCAPE MTCE PS R200A JAN '16	3,470.00 75.00	3,545.00
01/21/2016	87819	04973 NATERCIA SAUCEDA	CASE ID FL364781: PAYMENT	111.23	111.23
01/21/2016	87820	00843 THE COVELLO GROUP INC	DEVELOPMENT PROJECTS INSPECTION SUPPORT SUPPLEMENTAL INSPECTION FOR DEVELOPMENT 14-S013 TO NO. 31	24,150.00 18,480.00 10,995.00	53,625.00
01/21/2016	87821	05026 UNIVAR USA INC.	WWTP SODIUM HYPOCHLORITE DELIVERY 12/30/ WWTP SODIUM HYPOCHLORITE DELIVERY 12/31/	2,203.69 2,115.54	4,319.23
01/21/2016	87822	00916 BRIAN VANNATTER	VANNATTER REIMB EXP FOR CWEA ANNUAL AWAR	55.00	55.00
01/21/2016	87823	00937 W.W. GRAINGER, INC.	(6QTY) BAND SAW BLADE (2QTY) EXTENSION CORD FOR BLDG S OFFICES	427.57 56.13	483.70
01/21/2016	87824	01738 3T EQUIPMENT COMPANY INC.	2 8"X60' CATCH BASIN TUBE, FEMALE & FRT CCTV CAMERA SERVICE & REPAIR	540.73 395.07	935.80
01/21/2016	87825	05728 ALAMEDA COUNTY SHERIFF	CASE FILE # 14-10334: PAYMENT	479.19	479.19
01/21/2016	87826	05097 BATTERIES PLUS	UPS BATTERIES	201.33	201.33
01/21/2016	87827	06176 BAY VALVE SERVICE & ENG'G LL	REPLT AUMA MOTOR FOR FSL #14 ACTUATOR	859.58	859.58
01/21/2016	87828	07447 ROBERT BLATECKY	REFUND 4348 FITZWILLIAM ST	64.86	64.86
01/21/2016	87829	00091 BOLD, POLISNER, MADDOW, NEI	MONTHLY LEGAL SERVICES - 12/2015	9,191.00	9,191.00
01/21/2016	87830	02217 BSK ASSOCIATES INC.	SAMPLE TESTING SAMPLE TESTING	160.00 125.00	285.00
01/21/2016	87831	02026 C.H.BULL CO.	(2QTY) LED RECHARGEABLE WORKLIGHT FOR FL	262.80	262.80
01/21/2016	87832	01085 CALPERS LONG-TERM CARE PR	LONG-TERM CARE: PAYMENT	68.12	68.12

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
01/21/2016	87833	01167 CITY OF DUBLIN	7026 ANN ARBOR WAY ENCROACHMENT PERMIT	488.00	488.00
01/21/2016	87834	05780 CONTRACTOR COMPLIANCE INC	15-R009 LABOR COMPLIANCE WEST DUBLIN	807.50	807.50
01/21/2016	87835	00014 COUNTY OF ALAMEDA	FY 2016 FUELING - FOD/INSP/CFRS - DEC. 1	2,794.17	2,794.17
01/21/2016	87836	05534 CSAC EXCESS INS. AUTHORITY	EE ASSISTANCE: JAN - MAR 2016 CHARGES	1,010.22	1,010.22
01/21/2016	87837	00208 CSRMA	POOLED LIABILITY PROGRAM RENEWAL 2016 (1	170,150.00	170,150.00
01/21/2016	87838	01156 CWEA	MEMBERSHIP & MECH TECH 2 CERT RENEWAL -	250.00	250.00
01/21/2016	87839	00222 DATCO SERVICES CORP.	JAN/FEB/MAR 2016 - MONTHLY CHARGES	438.75	438.75
01/21/2016	87840	00271 EARL ISING INC.	DI EXCHANGE	399.21	399.21
01/21/2016	87841	00307 FAIRWAY EQUIPMENT & SUPPLY	MATLS FOR PLANT JUNCTION STRUCTURE COVER	312.29	312.29
01/21/2016	87842	00699 FLYERS ENERGY, LLC	12/31/15: (278G) REG 87 UNLEADED GASOLIN	645.85	645.85
01/21/2016	87843	05868 FOSTER PROPERTY MANAGEME	REFUND 7639 AMARILLO RD	158.17	158.17
01/21/2016	87844	02914 STATE OF CALIFORNIA FRANCHI	FRANCHISE TAX BOARD: PAYMENT	812.77	812.77
01/21/2016	87845	06501 TIMM HANNULA	REFUND 5138 S FORESTDALE CIR, 1ST CHECK	184.20	184.20
01/21/2016	87846	03149 HDS WHITE CAP CONST SUPPLY	TOOLS FOR UNIT #60; 3/8'X50' 200PSI RUBB 4LB 16" SLEDGE HAMMER FOR UNIT #60 (12QTY) PURPLE MARKING PAINT	433.91 78.83 66.88	579.62
01/21/2016	87847	06732 HIRERIGHT, INC.	EMPLOYMENT BACKGROUND SCREENING (ADMIN A	281.98	281.98
01/21/2016	87848	07448 GARY HURTZ	REFUND 3614 CAPOTERRA WAY	71.10	71.10
01/21/2016	87849	00422 INDEPENDENT CONSTRUCTION	REFUND METER # 65615504	153.16	153.16
01/21/2016	87850	07198 INTERSTATE FENCE CO., INC.	RES 4A: REPAIR/UPGRADE EXISTING FENCE	3,367.00	3,367.00
01/21/2016	87851	01225 KAESER COMPRESSORS, INC	SERVICE CALL: TROUBLESHOOT PLANT AIR COM	1,425.89	1,425.89
01/21/2016	87852	06166 KBA	COPIERS UCC & LEASE 01/01-01/30/16	809.21	809.21
01/21/2016	87853	06166 KBA	COPIER FOD/ENGR/MAINT 12/01/15 - 12/31/1	296.01	296.01

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
01/21/2016	87854	07440 KUROTORI	REFUND 6063 ROUND HILL DR	990.73	990.73
01/21/2016	87855	07193 LAI & ASSOCIATES	FIELD DENSITY TESTING 12/26/15 @ SIERRA	711.84	
			FIELD DENSITY TESTING 12/12/15 @ 11548 C	705.72	1,417.56
01/21/2016	87856	07330 LIBERTY PROCESS EQUIPMENT	ROTOR FOR PRIMARY SLUDGE PUMP #4	2,640.14	2,640.14
01/21/2016	87857	07441 GIGI MA	REFUND 7757 RIDGELINE DR	193.65	193.65
01/21/2016	87858	07264 MANPOWERGROUP US INC.	M. ZAKLAN: WE 12/27/15	420.42	420.42
01/21/2016	87859	05897 MERIT RESOURCE GROUP	A. MCCAFFERY: WE 12/27/15	1,033.60	1,033.60
01/21/2016	87860	07266 MICHAEL D. BROWN CONSULTIN	07-3201 ASSISTANCE IN DEVELOPING A BIOSO	8,792.18	8,792.18
01/21/2016	87861	07445 ASHRAF MORCOS	REFUND 5163 CERRETO ST	79.75	79.75
01/21/2016	87862	02287 MOUNTAIN CASCADE INC.	WATER SERVICE REPAIR AMADOR PLAZA RD ON FIRE HYDRANT & WATER SERVICE EPAIR 10-5-	6,835.37	
				2,417.58	9,252.95
01/21/2016	87863	04231 MSC INDUSTRIAL SUPPLY CO	20PC SCREWDRIVER SET; 9PC DEWALT 20V COM REPLT DEWALT DRILL/DRV/RECP SAW KIT FOR	703.97	
				340.11	1,044.08
01/21/2016	87864	07203 MURRAY'S SOLAR SERVICES	REFUND METER # 62216626	322.65	322.65
01/21/2016	87865	04796 NAPA AUTO PARTS	DEF FOR FLEET STOCK	71.15	71.15
01/21/2016	87866	00595 NEWARK ELECTRONICS	DERWA: REPL ALTERNATING RELAYS FOR PS R	190.34	190.34
01/21/2016	87867	00620 P G & E	ALTITUDE VALVE (RES 10B) ELEC - JANUARY	10.19	
			MISC PUMP STNS; DUBLIN LIFT STN - DECEMBER	11,214.88	
			PUMP STATION 20B ELEC - DECEMBER 2015	5,640.32	
			FSL AERATORS; LAB HVAC; FLEET - DECEMBER	2,007.64	
			PUMP STATION 10A ELEC - DECEMBER 2015	718.61	
			PUMP STATION R20 ELEC - JANUARY 2016	669.02	
			PUMP STATION R300A ELEC - DECEMBER 2015	546.98	
			PUMP STATION R200B ELEC - JANUARY 2016	488.35	
			PUMP STATION 300A ELEC - DECEMBER 2015	480.98	

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			PUMP STATION 2B ELEC - DECEMBER 2015	365.32	
			LAWWMA PIPELINE & LIVERMORE LINE JAN '16	281.09	
			RESERVOIR 10B ELECTRICITY - JANUARY 2016	37.57	22,460.95
01/21/2016	87868	00649 PERKIN ELMER HEALTH SCIENC	LIMS LABWORKS SUPPORT 01/01/2016-12/31/2	10,574.52	10,574.52
01/21/2016	87869	04211 PLATT ELECTRIC SUPPLY	DERWA: REPLT SOFT START FOR MV/UV SUPPLY (2QTY) IMPACT READY SOCKET SET FOR TODD KNEE PADS FOR JOHN BAGAKIS	2,296.55 101.42 57.49	2,455.46
01/21/2016	87870	04105 R&B COMPANY	MISC PARTS FOR METERS	289.49	289.49
01/21/2016	87871	07172 ROUX ASSOCIATES INC.	16-A005 TO NO. 2 ENVIRONMENTAL CONSULTIN	14,509.77	14,509.77
01/21/2016	87872	05449 SAMBA HOLDINGS, INC.	MONTHLY DMV REPORTING - 12/15	168.54	168.54
01/21/2016	87873	07443 SHEN SHEN	REFUND 2253 HAGGERTY DR	63.46	63.46
01/21/2016	87874	00800 STATE BOARD OF EQUALIZATIOI	2015 4TH QRT USE TAX RETURN (2Q FY 2016)	800.00	800.00
01/21/2016	87875	06603 DANIEL STRAFACE	REFUND 3407 MONAGHAN ST	93.97	93.97
01/21/2016	87876	07442 RUOJIN TANG	REFUND 10792 INSPIRATION CIR	62.08	62.08
01/21/2016	87877	05781 THERMO ELECTRON NORTH AM	QUARTZ TORCH	268.28	268.28
01/21/2016	87878	00861 THYSSEN KRUPP ELEVATOR CO	JAN 2016: ELEVATOR MAINTENANCE SERVICE	1,441.42	1,441.42
01/21/2016	87879	00862 TIFCO INDUSTRIES	NUTS & BOLTS, RIVET SETTING TOOL & DRILL	2,539.68	2,539.68
01/21/2016	87880	03778 TRUMARK CONSTRUCTION	REFUND METER # 64192954	575.46	575.46
01/21/2016	87881	00556 UNITED WAY OF THE BAY AREA	UNITED WAY: PAYMENT	280.93	280.93
01/21/2016	87882	07449 VIJAY VENKATACHALAM	REFUND 6060 DALTON WAY	9.51	9.51
01/21/2016	87883	00924 VERIZON WIRELESS	CELL PHN SVC AND EQUPTMNT CHARGES 12/04	3,461.18	3,461.18
01/21/2016	87884	07444 CHRIS VO	REFUND 4750 S SPAGO DR	33.36	33.36
01/21/2016	87885	00933 VWR INTERNATIONAL, INC.	SANITATION SYRINGE	42.76	

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			COD SOLUTION 300MG/L	24.44	67.20
01/21/2016	87886	07446 IRMA WALKER-ADAME	REFUND 2752 E COG HILL TERR	118.67	118.67
01/21/2016	87887	05785 WAUKESHA PEARCE INDUSTRIE	CO-GEN SPARES: GEAR, CAM; WASHERLOCK, 1.	941.69	941.69
01/25/2016	12516	03718 HR SIMPLIFIED	IRS 125 (FSA/DCA/POS) 2015 & 2016	1,373.05	1,373.05
01/25/2016	192997056	00559 EDD - PAYROLL	CALIFORNIA STATE TAXES: PAYMENT	25,065.93	25,065.93
01/25/2016	607012516	01098 NATIONWIDE RETIREMENT SOLI	NATIONAL DEFERRED COMPENSATION: PAYMENT	46,176.13	46,176.13
01/25/2016	1000652365	00494 PERS	RETIREMENT: PAYMENT	85,665.51	85,665.51
01/26/2016	22764143	00558 IRS - PAYROLL TAXES	FEDERAL WITHHOLDING TAXES: PAYMENT	133,481.55	133,481.55
01/28/2016	87888	00710 AAI TERMITE & PEST CONTROL	I LAWWMA: TERMITE & PEST CONTROL JAN '16	72.00	72.00
01/28/2016	87889	03460 ACCO ENGINEERED SYSTEMS	II PROVIDE LABOR, MATLS & EQPT FOR REFRIGER	1,880.50	
			SERVICE CALL: CHECK OUT AERATION UNIT -	422.50	
			SERVICE CALL: D.O. BUTLER BLDG HANGING H	199.00	2,502.00
01/28/2016	87890	01013 BARRETT BUSINESS SERVICES	D. SWIFT: WE 01/03/16	819.20	
			T. AMARO: WE 01/03/16	819.20	
			N. POON: WE 01/03/16	413.44	
			C. SIMMONS: WE 01/03/16	348.16	
			P. BRICK: WE 01/03/16	92.16	2,492.16
01/28/2016	87891	00085 RHODORA BIAGTAN	BIAGTAN COMPUTER LOAN	980.72	980.72
01/28/2016	87892	00319 FISHER SCIENTIFIC	COUPLING QUICK DISCONNECT	52.19	
			QUICK DISCONNECT INSERT	46.08	98.27
01/28/2016	87893	04424 GRAYBAR ELECTRIC COMPANY	ELE WIRES & LOCKING CABLE TIES	791.26	
			REPLT LAMPS	512.39	
			ELE SPARE PARTS	411.34	
			ELE SHOP STOCK PARTS/MATLS	239.02	1,954.01
01/28/2016	87894	03653 LORI MARTIN	MARTIN REIMB EXP FOR GENERAL EE MEETING	904.52	904.52

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
01/28/2016	87895	01171 MCGUIRE & HESTER	15-R009 PP#6 11/26/15-12/25/15 REPAIRS: AC RESTORATION & WATER MAIN 4TH	588,056.65 13,266.20	601,322.85
01/28/2016	87896	07234 NMI INDUSTRIAL HOLDINGS, LLC	PP#3 14-S013 DEC 1 - DEC 31, 2015	131,831.50	131,831.50
01/28/2016	87897	00608 OFFICE TEAM	TEMP SVCS W/E 01/15/16 - MONTAGUE	987.93	987.93
01/28/2016	87898	00688 RMC WATER & ENVIRONMENT	CLEAN WATER SECTION PROGRAM ADMINISTRATI	4,796.32	4,796.32
01/28/2016	87899	00745 CONNIE SANCHEZ	SANCHEZ REIMB EXP AT TRANSITION TO SUPRV	47.24	47.24
01/28/2016	87900	02470 SHRED-IT USA LLC	SHREDDING SERVICES FY 2016 - JAN. 2016	92.17	92.17
01/28/2016	87901	05026 UNIVAR USA INC.	WWTP SODIUM HYPOCHLORITE DELIVERY ON 01/	2,115.10	2,115.10
01/28/2016	87902	00937 W.W. GRAINGER, INC.	RELAY FOR FUEL SKID	53.83	53.83
01/28/2016	87903	00937 W.W. GRAINGER, INC.	DUST MASK RESPIRATORS - LAB PPE	42.14	42.14
01/28/2016	87904	06643 WEIR TECHNICAL SERVICES	MANAGEMENT SERVICES - DECEMBER 2015	9,394.00	9,394.00
01/28/2016	87905	00019 A-1 ENTERPRISES	LAWWMA: WEEKLY STREET SWEEPING DEC '15	220.00	220.00
01/28/2016	87906	00991 ACCU STANDARD, INC.	CALIBRATION STANDARD SOLUTION	105.66	105.66
01/28/2016	87907	00009 ACWA	DROUGHT - SAVE OUR WATER, SPLASH BROTHER	1,000.00	1,000.00
01/28/2016	87908	06591 ALLIANCE FOR WATER EFFICIEN	ALLIANCE FOR WATER EFFICIENCY -2016 MEMB	500.00	500.00
01/28/2016	87909	06552 BILLING SOLUTIONS INC. AMERI	AQUA HAWK ALERTING 02/01 - 03/01/16	1,750.00	1,750.00
01/28/2016	87910	03944 AMERICAN SOCIETY OF SAFETY	ASSE ANNUAL MEMBERSHIP - J. RODRIGUEZ	240.00	240.00
01/28/2016	87911	01568 ASBURY ENVIRONMENTAL SVCS	USED OIL & GAS FILTERS; OILY SOLIDS PER	334.75	334.75
01/28/2016	87912	00622 AT&T	LAWWMA PS PHONE & DSL JAN '16	265.74	265.74
01/28/2016	87913	03813 AT&T CONFERENCING	CONF CALL 12/09/15 (X2)	98.04	98.04
01/28/2016	87914	01676 BANK OF AMERICA	BANK CHARGES - DEC 2015	3,198.86	3,198.86
01/28/2016	87915	02111 DBA PROVIDENCE PUBLICATIO	C CAL-OSHA REPORTER NEWSLETTER - ANNUAL RE	395.00	395.00

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
01/28/2016	87916	00105 CAL-STEAM	COPPER TUBE FOR SHOP AIR FILL STATION IN	255.49	255.49
01/28/2016	87917	00105 CAL-STEAM	PARTS FOR SHOP AIR FILL STATION INSTALL	96.85	96.85
01/28/2016	87918	00118 CALTEST ANALYTICAL LAB	SAMPLE TESTING	180.50	180.50
01/28/2016	87919	01579 CHANNING-BETE COMPANY	WC - 2ND GRADE ACTIVITY BOOKLETS	2,126.91	2,126.91
01/28/2016	87920	00148 CHEVRON & TEXACO CARD SVC	DO GASOLINE PURCHASE 12/23/15 - 01/23/16	78.60	78.60
01/28/2016	87921	00157 CITY OF PLEASANTON	16-W009 WATER SUPPLY RELIABILITY	7,600.00	7,600.00
01/28/2016	87922	00157 CITY OF PLEASANTON	WWTP: POTABLE WATER JAN '16	200.62	
			DERWA: POTABLE WATER JAN '16	144.03	
			LAWWMA: POTABLE WATER JAN '16	133.25	477.90
01/28/2016	87923	00166 COLE-PARMER	LABORATORY SUPPLIES	59.58	59.58
01/28/2016	87924	00237 DERWA	DERWA DEC 2015 DSRSD SHARE	126,013.17	126,013.17
01/28/2016	87925	06700 DETECTOR SERVICE CENTER, II	ECD WIPE TEST	35.00	35.00
01/28/2016	87926	00252 DONALD R. WHITE, TAX COLLEC	2015-2016 PROP TAX 941-1300-1-19 (B)	196.46	
			2015-2016 PROP TAX 946-3200-5-5 (B)	129.23	
			2015-2016 PROP TAX 941-100-7-55 (B)	76.37	
			2015-2016 PROP TAX 946-3200-5-4 (B)	43.07	445.13
01/28/2016	87927	00277 EBMUD	LAWWMA LEWELLING WTR & SWR JAN '16	141.92	141.92
01/28/2016	87928	02656 FASTENAL COMPANY	14-S013: NUTS & BOLTS FOR SECONDARY #3 P	569.30	569.30
01/28/2016	87929	00314 FEDEX	12-25-15 FEDEX ACCOUNT NUMBER 2571-5744-	36.05	36.05
01/28/2016	87930	00314 FEDEX	SHIPPING CHARGES 01/07/2016	30.09	30.09
01/28/2016	87931	06865 FUTURE FORD OF CONCORD	RETURN: CORE DEPOSIT	-654.00	
			REPLT TRANSMISSION FOR UNIT #19	2,686.95	
			FLUIDS FOR TRANSFER CASE FOR UNIT #19 &	56.72	
01/28/2016	87932	07366 GO LO PAD, CORP.	KNEE SAVERS - PPE	129.90	129.90

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

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01/28/2016	87933	00352 GOLDEN STATE FLOW MEASURE	EQUIPMENT REPAIR	262.80	262.80
01/28/2016	87934	00388 HEATH'S WELDING SUPPLY	2016 DEMURRAGE CHARGES FOR 8 CYL	672.00	
			GAS SUPPLIES AND RENTAL	252.00	
			WELDING SUPPLIES	216.08	1,140.08
01/28/2016	87935	00417 IDEXX DISTRIBUTION, INC	COLI P/A COMPARATOR	16.18	16.18
01/28/2016	87936	06378 IRONHOUSE SANITARY DISTRIC	2016 COC0 COUNTY SCIENCE & ENGINEERING F	300.00	300.00
01/28/2016	87937	00468 KAMAN INDUSTRIAL TECHNOLO	SCUM DRIVE MOTOR FOR PRIMARY #2 SKIMMER	789.75	789.75
01/28/2016	87938	00509 LIEBERT CASSIDY WHITMORE	EMPLOYMENT RELATED LEGAL SERVICES (12/15)	2,026.00	
			GENERAL LEGAL SERVICES (12/15)	195.00	
			EMPLOYMENT RELATED LEGAL SERVICES (12/15)	159.00	2,380.00
01/28/2016	87939	07264 MANPOWERGROUP US INC.	M. ZAKLAN: WE 01/03/16	409.64	409.64
01/28/2016	87940	05897 MERIT RESOURCE GROUP	A. MCCAFFERY: WE 1/3/16	1,033.60	1,033.60
01/28/2016	87941	01650 MICROSOFT	QTY (2) SURFACE PRO 4, DOCKS, TYPE COVER	4,344.35	4,344.35
01/28/2016	87942	06864 MRC GLOBAL	3/4" & 1" BALL VALVE, 500 SERIES FOR 3 W	1,121.19	1,121.19
01/28/2016	87943	04796 NAPA AUTO PARTS	PARTS FOR AIR HOSE IN-FRONT OF SHOP	73.44	
			PLUG FOR TRAILER	10.81	84.25
01/28/2016	87944	00585 NCBPA	NCBPA GENERAL MEMBERSHIP ELECTIONS MEETI	40.00	40.00
01/28/2016	87945	00620 P G & E	LAWWMA PS FEEDER A JAN '16	67,470.96	
			LAWWMA PS FEEDER B JAN '16	32,922.34	
			TO NO. 4; RES 3B W/PS 4B ELEC - JANUARY	638.43	101,031.73
01/28/2016	87946	02564 PIPE USERS GROUP	REGISTRATION PUG SEMINAR: A. JOHNSON AND	200.00	
			REGISTRATION: PUG SEMINAR - S. DELIGHT O	100.00	300.00
01/28/2016	87947	04211 PLATT ELECTRIC SUPPLY	(2QTY) SOFT START FOR WATER DIV SPARE	3,106.39	3,106.39
01/28/2016	87948	02343 PLEASANTON READY MIX CONC	(3QTY) 5 SACK 3/4' CONCRETE MIX FOR FSL	557.31	557.31

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
01/28/2016	87949	05475 PRESIDIO SYSTEMS, INC.	CCTV WORK FOR TERRACE RIDGE COURT DUBLIN	1,667.25	1,667.25
01/28/2016	87950	00680 QUENVOLD'S SAFETY SHOES	BLOHMAN: FY2016 EMPLOYEE SAFETY SHOES	153.30	153.30
01/28/2016	87951	00708 RESTEK CORP	LAB SUPPLIES AND CHEMICALS	261.88	261.88
01/28/2016	87952	02466 RICOH AMERICAS CORP	COPIER LEASES MAIL RMS, HR/FIN - FEB. 20	699.28	
			COPIER LEASES MAIL RMS, HR/FIN - FEB. 20	416.24	
			COPIER LEASES MAIL RMS, HR/FIN - FEB. 20	389.24	1,504.76
01/28/2016	87953	04698 SAMPLE TRAPS, LLC	SAMPLE BOTTLES	117.17	117.17
01/28/2016	87954	01806 U.S. BANK	COPIER LEASE LAB/CUST SVC/ EXEC - JAN. 2	548.60	548.60
01/28/2016	87955	06004 VANGUARD CLEANING SYSTEMS	JAN 2016: CUSTODIAL SERVICES @ DO	1,675.00	1,675.00
01/28/2016	87956	00957 WEST YOST & ASSOCIATES	O NO. 1	20,715.38	
			A14-05 TO 5: 2015 UWMP 11-30-15	3,536.00	24,251.38
01/28/2016	87957	00966 WHITLEY BURCHETT & ASSOCIA	14-R025 TO OC-2 ROUND 3 GRANT ASSISTANCE	1,240.98	1,240.98
01/29/2016	1292016	06456 CIGNA GROUP INSURANCE	1/16 - EE LIFE & DISABILITY INSURANCE PR	9,338.90	9,338.90
02/01/2016	608020116	01098 NATIONWIDE RETIREMENT SOLI	NATIONAL DEFERRED COMPENSATION: PAYMENT	40.00	40.00
02/02/2016	2022016	03718 HR SIMPLIFIED	IRS 125 (POS) 2015 & 2016	2,149.02	2,149.02
02/02/2016	45610790	00559 EDD - PAYROLL	CALIFORNIA STATE TAXES: PAYMENT	40.00	40.00
02/02/2016	229595056	00558 IRS - PAYROLL TAXES	FEDERAL WITHHOLDING TAXES: PAYMENT	422.35	422.35
02/03/2016	10370078	00591 NEOPOST USA INC.	POSTAGE ADVANCE 02/03/16	1,000.00	1,000.00
02/04/2016	87958	03460 ACCO ENGINEERED SYSTEMS II	16-P028: PROVIDE MATLS, LABOR & EQPT TO	3,574.73	3,574.73
02/04/2016	87959	02786 ALEXANDER & ASSOCIATES, INC	09-6101 SURVEYING SERVICES RESERVOIR 3A	1,695.00	
			14-S013 SURVEYING SERVICES~	1,090.00	2,785.00
02/04/2016	87960	01013 BARRETT BUSINESS SERVICES	N. POON: WE 01/10/16	424.32	
			C. HIVES: WE 01/03/16	143.36	567.68

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
02/04/2016	87961	05359 BURKE, WILLIAMS & SORENSEN	GENERAL COUNSEL SVCS - DECEMBER 2015	1,332.24	1,332.24
02/04/2016	87962	03614 CAROLLO ENGINEERS	DERWA TO OC-15 BIOASSAY TESTING	18,091.73	
			14-W007 TO NO. OC-18 WATER MASTER PLAN A	5,259.55	
			DERWA TO NO. OC-17 SUPPLEMENTAL WATER SU	4,882.60	
			DERWA TO NO. OC-14	391.05	28,624.93
02/04/2016	87963	00228 STEVE DELIGHT	DELIGHT RIEMB EXP AT 2016 CASA CONF. 01/	176.52	176.52
02/04/2016	87964	03146 MICHELLE GALLARDO	GALLARDO REIMB EXP AT 2016 CASA CONFEREN	33.15	33.15
02/04/2016	87965	04424 GRAYBAR ELECTRIC COMPANY	ELE PARTS/MATLS FOR CO-GEN #3 PROJECT	162.13	
			TERMINAL STRIP CONNECTORS FOR STOCK	21.60	
			TOOLS: SCREWDRIVER CUSHION-GRIP ROUND-SH	12.35	
			WIRE FOR ADMIN BLDG LOBBY LIGHTS	221.79	417.87
02/04/2016	87966	00386 HDR ENGINEERING INC.	15-R009 TO NO. 9 CONSTRUCTION MGMT SERVI	37,179.00	37,179.00
02/04/2016	87967	01242 INFO SEND, INC	UB BILLING PRINTING/MAILING SVCS JAN. 20	3,446.13	3,446.13
02/04/2016	87968	01171 MCGUIRE & HESTER	VARIOUS REPAIRS IN DECEMBER	56,469.31	
			14-P026: WWTP AC PAVING RESTORATION	14,610.00	71,079.31
02/04/2016	87969	00608 OFFICE TEAM	TEMP SVCS W/E 01/22/16 - MONTAGUE	1,079.41	1,079.41
02/04/2016	87970	04973 NATERCIA SAUCEDA	CASE ID FL364781: PAYMENT	111.23	111.23
02/04/2016	87971	05026 UNIVAR USA INC.	WWTP SODIUM HYPOCHLORITE DELIVERY ON 01/	2,203.25	2,203.25
02/04/2016	87972	05127 VISION SERVICE PLAN - CA (VSF)	FEBRUARY 2016 - VISION	2,556.01	2,556.01
02/04/2016	87973	04694 VULCAN MATERIALS CO	24.29 TONS OF 3/4IN CL BASE ON 1/12/16	271.45	
			23.93 TONS OF ROCK BASE FOR REPAIRS 1-11	267.51	538.96
02/04/2016	87974	00937 W.W. GRAINGER, INC.	LAWMMA: REPLT SOLENOID VALVE	586.84	
			HANG/STACK BINS FOR WAREHOUSE	570.19	
			NITRILE GLOVES, CHEM GLOVES - FOD PPE	442.55	
			(2QTY) KNEE PADS	103.56	

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			SPRING CLAMP, 2IN, 6IN LENGTH	28.38	
			PILOT LIGHT FOR BLDG S ELEVATOR	7.42	1,738.94
02/04/2016	87975	00019 A-1 ENTERPRISES	WWTP RW FILL STATION: PORTA POTTY DEC '1	236.46	
			WWTP: BI-MONTHLY STREET SWEEPING DEC '15	170.00	406.46
02/04/2016	87976	00021 AAF INTERNATIONAL	(12QTY) PERFECTPLEAT HC M8 11+12+2	122.53	
			(16QTY) 2" PREFILTER CLIP	44.81	167.34
02/04/2016	87977	00991 ACCU STANDARD, INC.	CALIBRATION STANDARD SOLUTION	124.84	124.84
02/04/2016	87978	05728 ALAMEDA COUNTY SHERIFF	CASE FILE # 14-10334: PAYMENT	249.51	249.51
02/04/2016	87979	01076 ALSCO INC	WWTP TOWEL SERVICE JAN '16	219.52	
			FOD TOWEL SERVICE JAN '16	141.60	361.12
02/04/2016	87980	06199 AMERICAN SERVICES OF CA, INC	INSPECT & REPAIR ROOF FOR LEAKS - WWTP B	1,386.00	1,386.00
02/04/2016	87981	06349 ARCSINE ENGINEERING	09-6101 TO NO. 2	17,371.21	17,371.21
02/04/2016	87982	05727 A-S PIPELINES INC	REFUND MTR 64833091	1,117.24	1,117.24
02/04/2016	87983	00622 AT&T	LAWWMA PS & SANLEANDRO DECHLOR STATION J	309.70	309.70
02/04/2016	87984	07466 BAY AREA COMMUNICATION ACCESS	BAY AREA COMMUNICATION ACCESS (BACA) - A	196.74	196.74
02/04/2016	87985	06176 BAY VALVE SERVICE & ENG'G LLC	REPLT MOTOR FOR MIXED LIQUOR AUMA ACTUAT	1,898.55	
			(2QTY) SPARE REPLT MOTOR FOR AUMA ACTUAT	1,736.46	3,635.01
02/04/2016	87986	07138 CALIFORNIA WATER TECHNOLOGY	FERROUS CHLORIDE DELIVERY ON 1/2/16	4,361.03	4,361.03
02/04/2016	87987	03000 CALIFORNIA-NEVADA SECTION-OLSON	- 2016 CROSS CONNECTION SPECIALIST	80.00	80.00
02/04/2016	87988	01085 CALPERS LONG-TERM CARE PR	LONG-TERM CARE: PAYMENT	68.12	68.12
02/04/2016	87989	01167 CITY OF DUBLIN	ENCROACHMENT PERMIT 11651 LOS RANCHITOS	488.00	488.00
02/04/2016	87990	02804 CITY OF SAN LEANDRO	LAWWMA: HAZ MAT & WASTE (CUPA) FEES FOR	361.00	361.00
02/04/2016	87991	00166 COLE-FARMER	CORETAKER - SLUDGE JUDGE	259.43	259.43

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

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02/04/2016	87992	00241 DGS OFS SVC REVOLVING FUN	NATURAL GAS SERVICE @ THE WWTP - 12/15	10,397.79	10,397.79
02/04/2016	87993	00280 ECOWATER SYSTEMS	LAB WATER SOFTENER EXCHANGE TANKS: OPS F RO TANKS (QTY 2) EXCHANGED QUARTERLY: ME	205.20 17.00	222.20
02/04/2016	87994	00300 ENVIRONMENTAL SCIENCE ASS	RESTORATION MONITORING - DEC 1 THRU DEC	1,261.99	1,261.99
02/04/2016	87995	02656 FASTENAL COMPANY	RESPIRATORS & NITRILE GLOVES - PPE	194.20	194.20
02/04/2016	87996	00314 FEDEX	WWTP: OVERNIGHT DELIVERY CHARGES JAN '16	10.95	10.95
02/04/2016	87997	02914 STATE OF CALIFORNIA FRANCHI	FRANCHISE TAX BOARD: PAYMENT	812.77	812.77
02/04/2016	87998	00328 FRANK A. OLSEN CO.	(2QTY) 6" DEZURIK PLUG VALVE; (4QTY) 1"	2,453.26	2,453.26
02/04/2016	87999	06865 FUTURE FORD OF CONCORD	SPARK PLUGS & WIRES FOR UNIT #92 (D.O. T	48.81	48.81
02/04/2016	88000	07320 GARNEY CONSTRUCTION	REFUND MTR 62622446	131.85	131.85
02/04/2016	88001	00352 GOLDEN STATE FLOW MEASUR	GSFM - ENDPOINTS	41,923.17	41,923.17
02/04/2016	88002	00392 HEUSSER NEWEIGH	AUTOCLAVE THERMOMETER	186.68	186.68
02/04/2016	88003	07017 HYDROSCIENCE ENGINEERS, IN	15-R009 TO NO. 1 DESIGN AND CROSS CONNEC	25,724.40	25,724.40
02/04/2016	88004	03976 JMB CONSTRUCTION, INC	16-A032 RAISING VALVE BOXES	8,822.94	8,822.94
02/04/2016	88005	00468 KAMAN INDUSTRIAL TECHNOLO	(3QTY) SPROCKETS FOR PRIMARY 2, 3 & 4 DR	1,059.81	1,059.81
02/04/2016	88006	07330 LIBERTY PROCESS EQUIPMENT,	ROTOR FOR DAFT PIT SLUDGE PUMP	4,591.24	4,591.24
02/04/2016	88007	07264 MANPOWERGROUP US INC.	M. ZAKLAN: WE 1/10/16	409.64	409.64
02/04/2016	88008	00536 MC MASTER-CARR SUPPLY CO.	16-P028: 3W FILTER HOUSINGS AND FILTERS	2,643.63	2,643.63
02/04/2016	88009	05897 MERIT RESOURCE GROUP	A.MCCAFERY: WE 1/10/16	1,292.00	1,292.00
02/04/2016	88010	04796 NAPA AUTO PARTS	BELT & PULLEY FOR UNIT #65 OIL FILTER & WINDSHIELD WASHER FLUID FOR BELT FOR PS 3A AIR HANDLING UNIT (WO SPARK PLUG SOCKET FOR UNIT #92	45.73 36.92 8.28 5.84	96.77

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

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02/04/2016	88011	00585 NCBPA	42 OLSON 02-18-15 NCBPA 42 KHAW 02-18-16 NCBPA	40.00 40.00	80.00
02/04/2016	88012	02109 ONE HOUR DELIVERY SERVICE,	ONE HOUR DELIVERY - BOD MAIL DELIVERY 12	120.00	120.00
02/04/2016	88013	00620 P G & E	PUMP STATION 300B ELEC - JANUARY 2016 PUMP STATION 30A ELEC - JANUARY 2016 PUMP STATION R200A ELEC - JANUARY 2016 PUMP STATION 300C ELEC - JANUARY 2016 RESERVOIR 20A ELECTRICITY - JANUARY 2016 RESERVOIR R200 DERWA TANK 2 ELEC - JANUA	4,008.84 1,365.84 814.39 656.29 95.86 39.55	6,980.77
02/04/2016	88014	04211 PLATT ELECTRIC SUPPLY	DERWA: REPLT STARTERS FOR PS R1 SURGE TA	4,829.63	4,829.63
02/04/2016	88015	05543 ADMINISTRATORS (PBIA) PREFE	FEBRUARY 2016 - DENTAL	20,897.00	20,897.00
02/04/2016	88016	05475 PRESIDIO SYSTEMS, INC.	2016 CCTV INSPECTION SERVICES FOR DEVELO 2016 CCTV INSPECTION SERVICES FOR DEVELO	1,659.00 803.25	2,462.25
02/04/2016	88017	04251 R.L. RIGHETTI ENTERPRISES INC	WATER PUMP FOR EMERGENCY GEN IN BLDG A	1,493.50	1,493.50
02/04/2016	88018	04789 ROTO-ROOTER SEWER SERVICI	WASTELINE CLEANING @ D.O.	364.13	364.13
02/04/2016	88019	01096 SHAPE INC	REPLT SPARE FLOATS FOR WWTP SUMP PUMPS	1,370.94	1,370.94
02/04/2016	88020	06915 SHARPS SOLUTIONS, LLC	CLEAN WATER - PHARMACEUTICAL WASTE DISPO	275.05	275.05
02/04/2016	88021	06650 TOKAY SOFTWARE	BACKFLOW PREVENTION MANAGEMENT SOFTWARE	1,250.00	1,250.00
02/04/2016	88022	00872 TRANSCAT	REPLT TEST LEAD KIT	91.97	91.97
02/04/2016	88023	07331 TRENCHFREE	CAMP PARKS SEWER MAIN REPAIR W19C1-11 TO	5,850.00	5,850.00
02/04/2016	88024	01470 TRI-VALLEY HOSE	PARTS/MATLS FOR SHOP AIR REPAIR	34.77	34.77
02/04/2016	88025	06447 TYLER BUSINESS FORMS	2015 W-2S, 1095S AND 1099 - MISC FORMS A	289.69	289.69
02/04/2016	88026	05234 UNION SANITARY DISTRICT	2016 ALCO SCIENCE & ENGINEERING FAIR SPO	300.00	300.00
02/04/2016	88027	00556 UNITED WAY OF THE BAY AREA	UNITED WAY: PAYMENT	280.93	280.93

Check History Description Listing

Dublin San Ramon Services District

From: 1/11/2016

To: 2/7/2016

Bank code: apbank

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02/04/2016	88028	07140 USA FLEET SOLUTIONS	OCT 2015: GPS MONTHLY TRACKING FEE	1,526.40	
			NOV 2015: GPS MONTHLY TRACKING FEE	1,526.40	
			DEC 2015: GPS MONTHLY TRACKING FEE	1,526.40	
			JAN 2016: GPS MONTHLY TRACKING FEE	1,526.40	
			SEP 2015: GPS MONTHLY TRACKING FEE	1,264.05	7,369.65
02/04/2016	88029	00912 VALLEY CARE HEALTH SYSTEM	PRE-EMPLOYMENT PHYSICAL/DRUG SCREEN -	369.00	
			PRE-EMPLOYMENT PHYSICAL/DRUG SCREEN	153.00	
			DOT MEDICAL EXAM - J. KILLIPS	85.00	
			DOT MEDICAL EXAM - B. SMITH	85.00	692.00
02/04/2016	88030	01514 VALLEY CREST	15-R009 PP#4 12/01/15-12/31/15	64,765.31	64,765.31
02/04/2016	88031	00914 VALLEY PLUMBING HOME CTR, I	BACKFLOW REPAIR AT 4TH AND EVANS BLDG 79	180.00	180.00
02/04/2016	88032	00920 VASCO ROAD LANDFILL	UNLOADING OF WWTP SOLIDS/GRIT JAN '16	526.31	526.31
02/04/2016	88033	00933 VWR INTERNATIONAL, INC.	TIP, PIPET, NITRIC ACID	105.40	
			200.8 TUNING STD	76.16	
			LAWWMA: REAGENT FOR CHLORINE ANALYZER	40.97	222.53
02/04/2016	88034	04489 WATER ENVIRONMENT FEDERA	BIAGTAN - 2016 WEF MEMBERSHIP RENEWAL	297.00	297.00
02/04/2016	88035	04061 WAXIE SANITARY SUPPLY	DISPENSER SOAP	812.77	
			(10QTY) PAPER TOWEL DISPENSER	421.14	
			JANITORIAL SUPPLIES	295.87	1,529.78
02/04/2016	88036	00957 WEST YOST & ASSOCIATES	14-P004 TO NO. 2 WASTEWATER TREATMENT AN	64,909.75	64,909.75
02/04/2016	88037	00957 WEST YOST & ASSOCIATES	14-W007 WATER MASTER PLAN - EVALUATE POT	9,459.50	
			14-W007 TO NO. 1	9,093.50	
			TO 5: 2015 UWMP	2,780.50	21,333.50
02/04/2016	88038	00966 WHITLEY BURCHETT & ASSOCIA	14-R025 TASK ORDER NO. OC-2	2,821.52	2,821.52
02/04/2016	88039	00987 ZONE 7 WATER AGENCY	TREATED WATER SERVICE FOR DECEMBER 2015	490,272.73	490,272.73

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
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324 checks in this report

Total Checks: 5,151,918.69

John Archer

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by John Archer
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Archer
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TENTATIVE BOARD ITEMS

2/11/2016 9:22:09 AM

Board Mtg	Agenda Item	External Affairs	Finance and Personnel	Water Resources
3/1/2016	Consider Appeal by {name} of Staff Denial of a Waiver of Enforcement Action Related to Violation of Water Use Limitations			
	Urgency Ordinance Adopting Water Use Limitation and Repeal Ordinance No. 336			
	Policy - Revise Use of Clean Water Revival Facilities and Demineralized Recycled Water			
	Adopt Miscellaneous Fees and Charges			
	Proposed DERWA O&M Budget			
	Proposed LAVWMA O&M Budget			
	Closed Session: GM Recruitment			
	9.A Drought Related Customer Issues and Concerns			
	Consider Appeal by {name} of Staff Denial of a Waiver of Exemption to Water Use Limitations			
	2016 Residential Fill Station Program Status Update			
	Policy - Review and Approve Revised Water Recycling			

Board Mtg	Agenda Item	External Affairs	Finance and Personnel	Water Resources
3/1/2016	Adopt Local Hazard Mitigation Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3/15/2016	Closed Session: GM Recruitment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Award Master Consulting Agreement for Architectural Design Services with _____ and Authorize Task Order No. 1 for the FOD Offices and Corp Yard project (CIP 16-A005)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Award On-Call Services Agreements with _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Accept Regular and Recurring Reports: District Financials, Warrant List, Upcoming Board Business, (list)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Consider Appeal by {name} of Staff Denial of a Waiver of Enforcement Action Related to Violation of Water Use Limitations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Consider Appeal by {name} of Staff Denial of a Waiver of Exemption to Water Use Limitations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	9.A Drought Related Customer Issues and Concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	9.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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Approve Increase in Construction Change Order Contingency for Secondary Clarifier No. 3 (CIP 14-S013)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Dublin San Ramon Services District

Summary & Recommendation

Agenda Item 9A

Reference General Manager	Type of Action Discuss and Provide Direction	Board Meeting of February 16, 2016
Subject Review and Discuss Drought Management Program		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
REPORT: <input checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Staff J. Archer
		<input type="checkbox"/> Informational
		<input checked="" type="checkbox"/> Other
		<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 or action at this or a future Board meeting. *Further, staff recommends that the Board eliminate this standing item as it is redundant with the monthly standing Item 9.B.*

Summary:

On May 19, 2015 the Board updated the District's Drought Management Program by taking various actions that will run through the end of the State of Community Drought Emergency on February 29, 2016.

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 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 February 29, 2016.

2/16/16 UPDATE: No comments have been received as a result of this item and the Board received monthly drought updates per Item 9.B which allows public comment. This item is deemed redundant and staff recommends that it be eliminated as a standing item.

Several modifications to the program are included on tonight's agenda based on direction received at the October 6, 2015 Board meeting (Items 9.C to 9.F).

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



Dublin San Ramon Services District

Summary & Recommendation

Agenda Item 9B

Reference General Manager	Type of Action Accept Reports and Make Finding	Board Meeting of February 16, 2016				
Subject Accept Water Supply and Demand and Drought Response Action Plan Status Reports						
<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution				
REPORT:	<input checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Staff	J. Archer	<input type="checkbox"/> Other	<input type="checkbox"/> Board Member

Recommendation:

The General Manager recommends the Board of Directors accept, by Motion, the Water Supply and Demand Report and the Drought Response Action Plan Status Report.

Summary:

On May 19, 2015 the Board extended the State of Community Drought Emergency through February 29, 2016. The Board directed the General Manager to inform the Board, on a monthly basis while the State of Emergency remains in effect, of:

- Developments regarding the water supply available to Zone 7 and the District;
- The water demand in the District's service area and in the Tri-Valley;
- Operational issues encountered or anticipated to be encountered related to the effect of the limited water supply on the District's water system;
- Pertinent policy level decisions made at the local, regional and state level related to the drought; and
- Other information relevant to the continuing need for the State of Community Drought Emergency.

The Water Supply and Demand Report, included as Attachment 1, provides the requested information and is the basis for the Board's finding of a continuing need for the State of Community Drought Emergency.

In addition, when the Board endorsed the Drought Response Action Plan, it directed that a monthly status report be prepared documenting activities undertaken on the various aspects of the Drought Response Action Plan and the results achieved; Attachment 2 provides that information.

Both of the above reports have been substantially summarized from previous reports as the District has consistently exceeded its goal for the year and customers and staff alike have adapted their behavior to adapt to the drought.

The finding regarding the drought emergency is to be handled as Item 9.C. The monthly emergency evaluation will be included in this report during subsequent months.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR J. Archer	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. Water Supply and Demand Report 2. 2015 Drought Response Action Plan Status Report 3.			

The information in this Water Supply and Demand Report is current through January 31, 2016 (except as noted below). This report will include ONLY changes since last month's report. For additional historical information please review report presented on December 15, 2015.

SUMMARY AND BACKGROUND

On November 13, 2015 Governor Brown issue and Executive Order (EO B-36-15) directing the SWB to extend the Drought emergency through October of 2016. In spite of consistent January rain the Water Board on February 2, 2016 affirmed its extension of the emergency declaration.

Staff recommends that the continuation of the State of the Community Drought Emergency is warranted through October 31, 2016.

On February 2 the State Water Resources Control Board issued the following; 'With California still experiencing severe drought despite recent rains, the State Water Resources Control Board (State Water Board) today adopted an extended and revised emergency regulation to ensure that urban water conservation continues in 2016.

The regulation extends restrictions on urban water use through **October 2016** while providing urban water suppliers more flexibility in meeting their conservation requirements. It also directs staff to report back on additional flexibility once more complete water supply information is known in April. The action follows Governor Edmund G. Brown Jr.'s Nov. 13, 2015, Executive Order directing the State Water Board to extend the emergency water conservation regulation should drought conditions persist through January 2016.

Previously On May 19, 2015 the Board extended that State of Community Drought Emergency through February 29, 2016. The Board also directed the General Manager to inform the Board, on a monthly basis of each calendar month that the Declaration remains in effect, of:

1. Developments regarding the water supply available to Zone 7 and the District;
2. The water demand in the District's service area and in the Tri-Valley;
3. Operational issues encountered or anticipated to be encountered related to the effect of the limited water supply on the District's water system;
4. Pertinent policy level decisions made at the local, regional and state level related to the drought; and
5. Other information relevant to the continuing need for the State of Community Drought Emergency.

This report satisfies that direction for the month of January 2016 (report complete through December 2015) and serves as the basis for the Board's consideration of the continued need for the State of Community Drought Emergency.

1 - DEVELOPMENTS REGARDING THE WATER SUPPLY

There have been some positive changes during the month of January 2016. A constant supply of storms provided some much needed rainfall throughout the northern California region. Storage amounts remain well below capacity even the rainfall and snow has improved year to date supplies. Overall the supply outlook improved steadily but remains well below the targeted NORM on an annual basis.

In terms of the supply, the Water Year 2016 commenced on October 1, 2015. An historic summary of this same information is presented in Table 1 below. Table 2 presents a month by month summary for the current water year showing how the situation evolved over the course of the winter season. There has been some benefit to the rain received through the month of January. Major points of note are listed below

Precipitation. Northern Sierra precipitation for the Water Year 2016 is 118% of normal for the year to date and 66% of the annual water year. Represent amounts in the Sacramento and Feather River basins where our water supply physically originates.

Snowpack. Snowpack for the Feather River Basin (really snow water content) is 113% of normal well ahead of last year at this time and 74% of the seasonal total.

Reservoir Storage. As of February 3 Lake Oroville is filled to 45% capacity and is 68% of what it would normally be at this time of the year; the total supply remains below last year's measurements. However the results from recent rain represent a significant improvement over the last few months.

DWR Allocation. ON January 26, 2016 DWR increased its water delivery estimate for Water year 2016 to 15% from the initial 10% allocation.

Zone 7 Supply. On July 23, 2015 the District submitted its "normal" supply request to Zone 7 for 2016 along with "conservation based" projections. Zone 7 has not yet acted on that request.

Possible Water Transfers.

On September 1, 2015 the Board has endorsed and staff has opened preliminary discussions regarding possible water transfers for 2016 and beyond with various suppliers and conveyors. On October 28, 2015 the District notified Zone 7 of its intent to pursue a water transfer for 2016; no response has been received.

Based on preliminary discussions with staff from Yuba County Water District and EBMUD it appears that a transfer in 2016 is not probable due to projected internal requirements at EBMUD. Both Agencies however were very supportive about continuing to develop a long term relationship to meeting the demands of the District. Staff will continue to remain in open communication with staff from both agencies.

Ongoing discussions continue with Zone 7 and their staff have indicated that they support section 5(d) of the contract. This paragraph allows the purchase of water when Zone 7 can provide full deliveries if the purchaser were to compensate Zone 7 for the appropriate share of "Fixed Costs". It was agreed that all parties should agree on the contractual "Fixed Costs (overhead rate)" in advance of any proposed transfers.

2 - WATER DEMAND

There have been no significant changes, positive or negative, to the water demand situation during the month of January.

Water demand (water sold to District customers) is monitored on a weekly basis. The SWRCB acting on Governor Brown's 25% statewide curtailment allocated 12% curtailment to DSRSD. The declaration of the District's Community Drought Emergency calls for system wide water use curtailment of twelve percent (12%) overall with five percent (5%) coming from indoor curtailment and twenty five (25%) from outdoor curtailment as compared to the same period in calendar year 2013.

DSRSD Performance Recap

	Jan 2016	Jan 2013	% Curtailment
Annual Demand (YTD)	522.3	578.1	9.7%
Gallons per capital per day	68.0	85.8	20.7%
Gallons per capital per day (RESIDENTIAL ONLY)	46.7	52.9	11.7%

Tri-Valley Wide Demand. The following information has been abstracted from the SWRCB website related to how the Tri-Valley water agencies are performing during the drought; the latest data that is available on that website is through the end of October, 2015. DSRSD data from the same source is shown for comparison purposes and because of the way the results are calculated by the SWRCB the results below may not exactly agree with DSRSD generated data presented elsewhere in this report.

SWRCB Data	Cal Water	Livermore	Pleasanton	DSRSD
<i>Residential per Capita Water Use (gallons per person per day)</i>				
July 2015	106	104	112	59
August 2015	100	104	115	68
Sept. 2015	97	102	108	67
Oct. 2015	93	88	95	66
Nov. 2015	60	62	58	69
Dec. 2015	55	59	53	58

<i>2015 vs. 2013 System Wide Water Use Reduction (Percent)</i>				
<i>Goal</i>	24%	20%	24%	16%
July 2015	46.3	42.1	46.9	44.5
August 2015	43.1	35.9	40.4	42.6
Sept. 2015	39.3	31.5	37.4	39.6
Oct. 2015	31.6	25.3	32.3	32.2
Nov. 2015	41.3	36.8	38.4	31.6
Dec. 2015	29.1	23.1	37.4	35.8

3 - OPERATIONAL CONDITIONS

There were no significant long term changes, positive or negative, to operational conditions during the month of January.

Reservoir storage is the single most critical operational parameter that the District monitors during the Community Drought Emergency to ensure adequate reserves for health and safety and fire-fighting purposes. However, there are operational challenges related to using only a limited number of the existing turnouts with Zone 7, and there are constraints that could arise if the supply of surface water is curtailed or if Zone 7 is forced to resort solely to pumping groundwater.

Water Quality Issues: There are **NO** water quality issues impacting operations at the current time.

Reservoir Storage. The District's water system is designed to provide adequate fire suppression flows with a minimum of 6.30 MG in storage, the system-wide standard operating criteria for public health and safety. Minimum storage levels for the recent two months are presented below:

Month	Date	Time	Minimum Volume	Comment
Nov 2015	9	2:00 pm	10.98 MG	
Dec 2015	24	7:00 pm	10.80 MG	
Jan 2016	24	3:00 pm	10.25 MG	

System storage is within all guidelines at the current time. (*Too much water in storage can result in water that loses chlorine so water quality suffers, and too little in storage can result in low pressures and not having enough water to meet demands.*)

System Operation during 2015 Drought Emergency.

Since early 2014 DSRSD has been receiving potable water through only two of the five connections with Zone 7. During the drought all of the water DSRSD receives has come through turnouts No. 2 (Stagecoach Road) and No. 5 (Fallon Road). Turnouts No. 1

(Dougherty Road) and No. 4 (Arnold) remain out of service at the request of Zone 7. Turnout No. 3 (Camp Parks) is intended for emergency use only and is normally not used. This change was done at the request of Zone 7 and it allowed Zone 7 to reduce the pressure in their western loop from about 90 PSI to about 70 PSI, which was done to increase the maximum flow their wells can produce by about 400 GPM. In addition, by reducing the pressure in the western loop Zone 7 can allow Dougherty Reservoir to “float” off their transmission system. To date the District has been able to move sufficient amounts of water from the two turnouts to each of the District’s pressure zones.

4 - PERTINENT POLICY DECISIONS

There were no significant policy decisions made in December or January that would warrant changes to either the District’s Drought Management Plan or its declaration of its State of Emergency.

- The SWRCB proposed revised regulations regarding potential extension and modification of the existing regulations for statewide urban water conservation. NO final regulations are anticipated until February of 2016. See ACWA’s comment letter (*Attachment A*).

Water Supply Uncertainties. There also remains a great deal of legal and regulatory uncertainty about the reliability of water supplies from the Sacramento-San Joaquin Delta. *Attachment B* to this report provides specific information about what is driving the various legislative, regulatory and legal uncertainties related to the Delta water supply.

5 - OTHER RELEVANT INFORMATION

There is no other relevant information, positive or negative, to report at this time.

TABLE 1
TABULAR SUMMARY OF HISTORIC HYDROLOGICAL AND WATER SUPPLY CONDITIONS¹

	WY2007	WY2008	WY2009	WY 2010	WY 2011	WY 2012	WY 2013	WY 2014	WY 2015						
Precipitation ²	75%	73%	93%	107%	145%	80%	85%	62%	74%						
Snowpack ³	52%	101%	89%	126%	165%	74%	49%	23%	3%						
Oroville Storage (% of Normal)	101%	90%	59%	78%	135%	115%	92%	49%	48%						
Oroville Storage (% of Capacity)	62%	55%	38%	50%	86%	99%	79%	31%	30%						
Unimpaired Runoff															
Percent of Normal Year ⁴	53%	58%	64%	84%	138%	63%	64%	39%	40%						
Water Supply Index	Critical	Critical	Dry	Below Normal	Wet	Below Normal	Dry	Critical	Critical						
Water Delivery Allocation															
DWR to State Water Cont.	60%	35%	40%	50%	80%	65%	35%	5%	20%						
Conservation Policy Targets															
CA Short Term	----		20%	Strongly encourage conservation and minimal use				20%	25%						
CA Long Term	---			10% per capita reduction target by 2015; 20% per capita reduction mandate by 2020											
Zone 7	----			Voluntary 10%				See footnote ⁵	See footnote ⁶						
DSRSD	Voluntary 10%		Stage I – Voluntary – 20%				---	25% ⁵	12% ⁷						
DSRSD CONSERVATION SUMMARY															
Pre SB 7X7 Methodology							Post SB 7X7 Methodology								
% Achieved ⁸	2.4%	4.5%	13.8%	21.1%	21.5%	26.8%	All values below are gpcpd system wide								
SB 7x7 Baseline							204								
2015 Target							183								
2020 Mandate							163								
UWMP Prediction							138	143	146						
Actual							126	107	95						

¹ Unless noted, data shown is for end of the Water Year shown.

² Percent of Normal; 8 Station Northern Sierra for the water year

³ Percent of Normal; Northern Sierra Average as of April 1 which is historically peak snowpack for the year

⁴ Runoff in percent of average year for Sacramento River watershed

⁵ WY 2014 - 25% Overall, 5% Inside, 50-60% Outside

⁶ Zone 7 WY 2015 - Support for the extended statewide emergency and water conservation efforts and continued its local state of emergency

⁷ DSRSD –WY 2015 - 12% Overall as set by SWRCB;5% inside, 25% outside

⁸ Expressed on a per account basis with the baseline year (July 06 to June 07 for WY 2007 through 2012.

TABLE 2 TABULAR SUMMARY OF HYDROLOGICAL AND WATER SUPPLY CONDITIONS FOR WY 2016 ⁹												
	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	June 2016	July 2015	Aug 2016	Sept 2016
Precipitation ¹⁰	39%	53%	94%									
Snowpack ¹¹	No Data	No Data	100%									
Oroville Storage (% of Normal)	47%	43%	47%									
Oroville Storage (% of Capacity)	28%	26%	29%									
Projected Unimpaired Runoff												
Expected ¹²	No Data	No Data	No Data									
Chance of Normal	No Data	No Data	No Data									
Projected Type of Water Year												
WY Classification	No Data	No Data	No Data									
Water Delivery Allocation												
DWR Allocation	No Data	10%	10%									
Adopted Statewide and Regional Conservation Targets												
CA Short Term	Statewide 25% mandatory curtailment vs 2013 with DSRSD required to achieve 12%. Also, specific water use prohibitions in place											
CA Long Term	10% per capita reduction interim target by 2015 and 20% per capita reduction mandated by 2020											
Zone 7	April 15, 2015: Zone 7 lifted its Stage 2 water shortages actions while stating its support for the extended statewide emergency and water conservation efforts and continued its local state of emergency.											
DSRSD CONSERVATION SUMMARY¹³												
DSRSD Stage	May 5, 2014: Extended Drought Emergency and set target curtailment consistent with SWRCB (12% overall; 5% indoors and 25% outside – all as 2015 as compared to 2013). Note initially was 16% and adjusted downward by SWRCB in June to 12% for DSRSD											
SENATE BILL 7X7 CONSERVATION REQUIREMENTS (gpcpd system wide)												
Requirements	Baseline = 204				2015 Target = 183 (10% Reduction)				2020 Mandate = 163 (20% Reduction)			
UWMP Projection	146 for CY 2015								148 for CY 2016			
ACTUAL PER CAPITA WATER USAGE												
System Wide	91	76	70.5									
Res. Only	66	69	59.9									

H:\Board\2015\12-15-15\9B Drought Response Action Plan\Attachment 1 - Water Supply Demand Report.docx

⁹ Data shown is current as of the last day of the month shown

¹⁰ Percent of Normal at this time of year; 8 Station Northern Sierra

¹¹ Percent of Normal at this time of year; Northern Sierra Average (<http://cdec.water.ca.gov/cgi-progs/snow/DLYSWEQ>)

¹² Projected water year runoff in percent of average year for Sacramento River watershed

¹³ Values shown are in gallons / person / day on a total system basis for the month shown excepting "Residential Only" which is Residential Use / No. Residents

As of January 31, 2016

DROUGHT EXPENSE BUDGET (Fiscal Year 2016)		
No.	Description	Activities / Status
1	FYE 2016	See separate summary at end of this document
EXEMPTIONS FROM WATER USE LIMITATIONS		
No.	Description	Activities / Status
1	No. Requested	64
2	No. Approved by Drought Coordinator	46
3	No. Denied by Drought Coordinator	15
4	No. Pending with Drought Coordinator	2
5	No.Appealed to Board	1
6	No. Approved by Board	1
7	No. Denied by Board	0
	No. Pending with Board	0
ENFORCEMENT OF WATER USE LIMITATIONS (Calendar Year 2015/16)		
No.	Description	Activities / Status
1	No. Written Warnings Issued	136
2	No. \$250 Violations Issued	55
3	No. \$500 Violations Issued	16
4	No. \$1,000 Violations Issued	6
5	No. Flow Restrictors Installed	0
6	No. Service Shutoffs	2
7	No. Waivers Requested	20
8	No. Waivers Approved by Drought Coordinator	17
9	No. Waivers Denied by Drought Coordinator	3
10	No. Waivers Pending with Drought Coordinator	0
11	No. WaiversAppealed to Board	0
12	No. Waivers Approved by Board	0
13	No. Waivers Denied by Board	0
14	No. Waivers Pending with Board	0
"DISTRICT AS AN ORGANIZATION" WATER USE CURTAILMENTS		
No.	Description	Activities / Status
1	Comply with District-wide water use limitations at all District facilities	Potable irrigation at remote sites has been adjusted to be in compliance with District mandatory restrictions.
2	Clean sewers with recycled water only (except for SSO's and emergencies)	All sewer cleaning is being done with recycled water, except when responding to plug ups and other emergencies.
3	Cease all hydrant flushing (except for critical areas with identified water quality problems)	All routine hydrant flushing has been suspended, except for problem areas with water quality concerns.

Recent PUBLIC OUTREACH (<i>Calendar Year 2016 update</i>)												
No.	Description	Activities / Status										
	Any outreach through print, voice electronic media or personal appearance impacting the drought this month	<ul style="list-style-type: none"> • PI issued a news release 1/19/16 titled, “DSRSD Continues Community Drought Emergency” communicated our key message to continue to conserve. • Dan Gallagher was interviewed by Matt Weiser of “Water Deeply” and the story was published in the <u>Huffington Post</u>, “2015: The Year Recycled Water Became Cool.” • Sue Stephenson was interviewed by Sam Richards, <u>Tri-Valley Times</u>, “Recycled water in demand, and not just for parks, golf courses” • DSRSD’s recycled water fill station is among the 22 residential recycled water fill stations mentioned on Nick Hansen’s blog www.Recycledh2o.net • DSRSD’s drought outreach efforts received the “Best in Blue” award at ACWA’s fall conference and this was mentioned in <u>ACWANews</u> 1/22/16. 										
DIRECT CONSERVATION ASSISTANCE												
<table border="1"> <thead> <tr> <th>No.</th> </tr> </thead> <tbody> <tr> <td>1</td><td>Continue small device give-away programs</td><td> <p>The following water conserving devices were given to customers in FY16 (the majority were distributed at the Swalwell/Defeat the Drought event):</p> <ul style="list-style-type: none"> • 21 kitchen faucet aerators • 36 bathroom faucet aerators • 52 showerheads • 6 toilet flappers (discontinued, best to buy flappers designed for specific toilet) • 56 toilet leak detection kits • 63 hose nozzles <p>28 shower/faucet flow measurement bags</p> </td></tr> <tr> <td>2</td><td>Conduct landscape water audits</td><td> <p>5 audits for 2015</p> <ul style="list-style-type: none"> • Total paid out in FYE 2016 = \$833.73 </td></tr> <tr> <td>3</td><td>Make home water audit kits available</td><td> <ul style="list-style-type: none"> • Distributed 1,525 Water Hero packets (which contain a do-it-yourself home water audit kit) to 61 classes of third graders in 12 schools in our service area 4/2015 </td></tr> </tbody> </table>			No.	1	Continue small device give-away programs	<p>The following water conserving devices were given to customers in FY16 (the majority were distributed at the Swalwell/Defeat the Drought event):</p> <ul style="list-style-type: none"> • 21 kitchen faucet aerators • 36 bathroom faucet aerators • 52 showerheads • 6 toilet flappers (discontinued, best to buy flappers designed for specific toilet) • 56 toilet leak detection kits • 63 hose nozzles <p>28 shower/faucet flow measurement bags</p>	2	Conduct landscape water audits	<p>5 audits for 2015</p> <ul style="list-style-type: none"> • Total paid out in FYE 2016 = \$833.73 	3	Make home water audit kits available	<ul style="list-style-type: none"> • Distributed 1,525 Water Hero packets (which contain a do-it-yourself home water audit kit) to 61 classes of third graders in 12 schools in our service area 4/2015
No.												
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ENHANCED REBATE PROGRAMS (Calendar Year 2015/16 (season) except financial info which is FYE 2016)		
No.		
1	High Efficiency Toilet (HET)	78 rebates processed
2	Waterless Urinals	None so far
3	High Efficiency Clothes Washer (HEW)	506 rebates processed
4	Pool and Spa covers (to reduce evaporation)	9 rebates processed
5	Weather Based Irrigation Controller ("Smart Controller) - Single Family Homes	4 rebates processed
6	Weather Based Irrigation Controller ("Smart Controller) – Multi-Family Dwelling	None so far
7	Lawn Replacement Program - Single Family Homes	33 approved; Paid out \$5,924.62
8	Lawn Replacement Program - Multi-Family or Businesses	None so Far
EXPANDED RECYCLED WATER USE		
No.		
1	Update of current system expansion projects	District installed West Dublin recycled water pipelines are complete and in service. Services continue to be converted and should be complete in a month or so weather permitting.
ENHANCED CUSTOMER SERVICE (Calendar Year 2015)		
No.		
1	Continue to promote the AquaHawk customer service portal as a customer service feature to help customers manage their water use during the drought.	<ul style="list-style-type: none"> 3,016 new customers registered in 2015 9176 customers now registered
WISE WATER USER CREDIT PROGRAM (Calendar Year 2015)		
No.		
1	Administer the FYE 2016 Wise Water User Credit Program	<ul style="list-style-type: none"> 897 credits to be issued totaling \$7,176. ALL Credits applied to bills. <p><i>(Program terminated by action to implement Stage 1 Water Conservation Rate Effective 11-1-15)</i></p>
IRRIGATION ADJUSTMENTS AND REPAIRS CUSTOMER ASSISTANCE PROGRAM		
No.		
1	Requests Handled (Calendar Year)	5 requests processed

PURSUE SHORT-TERM TEMPORARY WATER SOURCES		
No.		
1	Upgrade the existing non-Dougherty Valley DSRSD-EMBUD interties to “semi-permanent” status	On December 15 the Board approved adding a project to the 2-year CIP budget to upgrade the interties that would be used to introduce a transfer into DSRSD’s distribution system. The project is planned for completion before the end of FYE 2016.
2	Continue to encourage and support Zone 7’s efforts for water transfers	<ul style="list-style-type: none">• Continue to support Zone 7 efforts for CCWD Water Exchange• Continue to support Zone 7 efforts for Yuba Accord water No transfers approved by Zone 7 through December 31
3	Explore retail-level water transfers utilizing existing interties as a source of additional supply directly to the District.	<ul style="list-style-type: none">• As reported on December 1 EBMUD notified DSRSD that due to the condition of their own water supply EBMUD would be unable to facilitate a water transfer for DSRSD in 2016, and instead EBMUD anticipates that they will need to use 100% of the capacity of the Freeport intake to supplement their own depleted water supply.

H:\Board\2015\12-15-15\9B Drought Response Action Plan\Attachment 2 - Drought Response Action Plan Status Report.docx

Project: drght16

Drought Response Related Expenses
Encumberances & Expenses as of

2016

2/1/2016

		Budget	Encumbrances/ Committed	Actual	Balance
landsc	Landscape contractor for Customer Assist	1,250.00	783.20	466.80	-
mediar	Media Relations			90.00	(90.00)
misccdr	Miscellaneous drought related exp	4,000.00		652.33	3,347.67
public	Public outreach and mailings	14,780.00	-	11,042.28	3,737.72
rebate	Rebate Programs	20,000.00	6,555.99	13,444.01	-
rwconv	Misc. Recycled Wtr Conversions	10,000.00			10,000.00
rwfslt	Recylced Water Fill Station	71,250.00	5,683.65	102,339.14	(36,772.79)
stafft	Staff Time				-
tempst	Temporary Staff	10,000.00			10,000.00
wtrcre	Wise Water User Credit	13,720.00	158.00	7,066.00	6,496.00
Drought Response Related Expenses:		\$ 145,000.00	\$ 13,180.84	\$ 135,100.56	\$ (3,281.40)

Note: Wise water user credits totaling \$7,224 have been calculated and will post as credits are issued.

Encumbrances

landsc	JPA Landscape	783.20
rwfslt	BARRETT BUSINESS SERVICES	2,596.37
rwfslt	Manpower	1,431.58
rwfslt	A-1 ENTERPRISES	1,655.70

\$ 6,466.85

Committed funds

rebate	Rebate Programs	6,555.99
wtrcre	Wise Water User Credit	158.00

\$ 6,713.99

Total Encumbered/Committed Funds

\$ 13,180.84



Dublin San Ramon Services District

Summary & Recommendation

Agenda Item 9C

Reference General Manager	Type of Action Continuation of State of Emergency	Board Meeting of February 16, 2016
Subject		
Continue the State of a Community Drought Emergency through October 31, 2016 and Rescind Resolution No. 27-15		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input checked="" type="checkbox"/> Resolution
REPORT:	<input checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
		<input checked="" type="checkbox"/> Staff
		J. Archer
		<input type="checkbox"/> Board Member

Recommendation:

The General Manager recommends the Board of Directors declare, by Resolution, that the State of Community Drought Emergency will continue until October 31, 2016, and rescind the previous emergency declaration Resolution No. 27-15 that was adopted on May 19, 2015. Upon approval, the emergency declaration will remain in effect until the end of October 2016, unless the Board takes subsequent action to rescind the Declaration of Emergency at an earlier date.

Summary:

On February 18, 2014, the Board declared a Community Drought Emergency, which has been extended several times and reaffirmed monthly by the Board of Directors. On November 13, 2015, the Governor of the State of California issued Executive Order B-36-15 extending the State of Emergency related to the drought indefinitely until it is terminated. The Executive Order further directed the State Water Resources Control Board (SWRCB) to extend restrictions to achieve a statewide reduction in urban potable water use through October 31, 2016. On February 2, 2016, the SWRCB formally extended emergency water conservation requirements through the end of October 2016. This action specifies that the District's Community Drought Emergency will continue through October 31, 2016, with the provision that should conditions warrant, the Board can modify or rescind the Declaration at any time.

The Governor's Executive Order and various actions of the SWRCB mandate water use prohibitions, curtailment targets, and enforcement provisions that are essentially consistent with the District's existing Drought Management Plan, although the District's existing drought ordinances contain some elements that are more restrictive than the State's current requirements. Staff intends to seek the Board's direction concerning the District's Drought Action Response Plan and will propose revisions to the District's water use restrictions and/or the enforcement program at the Board meeting on February 16, 2016. The proposed revisions are expected to reflect the current condition of the State's water supply and the SWRCB's recent action to extend water use restrictions through October 31.

Authority for the District to make this declaration is found in the California Emergency Services Act and California Water Code Sections 100, 13576, §§ 350 et seq., 375 et seq., and § 71640 et seq., and Govt. Code § 61100, sub. (a).

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Yes	ORIGINATOR D. Gallagher	DEPARTMENT Operations	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. Media Release: SWRCB Adopts Extended Emergency Water Conservation Regulation				

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT
TO EXTEND THE DECLARATION OF A COMMUNITY DROUGHT EMERGENCY AND RESCIND
RESOLUTION NO. 27-15

WHEREAS, the State of California has and continues to experience severe drought conditions; and

WHEREAS, the Zone 7 Water Agency supplies all of the potable water currently available to the District for distribution and use by its customers; and

WHEREAS, Zone 7's primary sources of supplies normally include imported water from the State Water Project (80%) and local groundwater supplies originating from rainfall, runoff, and recharge (20%); and

WHEREAS, on January 17, 2014 California Governor Edmund G. Brown Jr., issued a Proclamation of a State of Emergency, and encouraged all Californians to reduce their water use; and

WHEREAS, on January 29, 2014 the Zone 7 Water Agency issued a Proclamation of a Local Drought Emergency; and

WHEREAS, on February 18, 2014 the District declared a State of a Community Drought Emergency and established a goal of curtailing overall District water usage by twenty percent (20%); and

WHEREAS, on March 18, 2014 the City of Dublin declared a Local Drought Emergency, which remains in effect; and

WHEREAS, on March 18, 2014 the City of Pleasanton approved an urgency ordinance amending its water conservation plan as needed to protect the immediate threat of the potentially significant drought to preserve public health and safety, which remains in effect; and

WHEREAS, on February 24, 2014 the City of Livermore declared a Water Shortage Emergency, which remains in effect; and

WHEREAS, On November 13, 2015, Governor Edmund G. Brown Jr. issued Administrative Order B-36-15 extending the declaration of a State of Emergency for the entire State of California indefinitely

Res. No. _____

and until terminated, and further directed the State Water Resources Control Board (SWRCB) to extend mandatory restrictions to achieve a statewide reduction in urban potable water usage until at least October 31, 2016; and

WHEREAS, On February 2, 2016, the SWRCB adopted extended emergency water conservation regulations assigning target conservation goals and water use limitations that will be effective through October 31, 2016; and

WHEREAS, the California Emergency Services Act and the California Water Code empowers local agencies to declare or continue a state of emergency, which allows the agency to expend funds and promulgate orders and regulations necessary to provide for the protection of life and property, and to invoke exceptions allowed by law to normal contracting, purchasing, and California Environmental Quality Act (CEQA) requirements so that the Agency can more quickly take action and respond to rapidly changing conditions.

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, that:

1. The State of a Community Drought Emergency (originally declared on February 18, 2014, which has been extended monthly by action of the Board) will continue to prevail in the community served by the District.
2. Resolution No. 27-15 is hereby Rescinded, attached as Exhibit "A," and replaced it in its entirety with this Resolution.
3. The General Manager is authorized and directed to take all appropriate steps and actions as may be within the General Manager's authority and/or as approved by the Board to curtail system wide water usage in the District by twelve percent (12%) overall or as subsequently ordered by the SWRCB as compared to the same period in calendar year 2013.
4. The General Manager is authorized and directed to initiate appropriate operational actions, including but not limited to, the temporary curtailment or cessation of service to individual

customers and/or areas of the District as may be appropriate to ensure the continued integrity of the community water supply system for health and safety purposes and, in such circumstances, to timely notify the Board of such actions taken.

5. As it relates to contracting and purchasing actions associated with the District's response to the need for curtailing water usage during the State of Community Drought Emergency, the General Manager is hereby authorized to make decisions about invoking exceptions to normal contracting and purchasing requirements as allowed by California law.
6. As it relates to California Environmental Quality Act (CEQA) actions associated with the District's response to the need for curtailing water usage during the State of Community Drought Emergency, the General Manager is hereby authorized to make decisions regarding invoking exemptions to CEQA as allowed by California law.
7. As it relates to obtaining staffing resources to accomplish actions associated with the District's response to the need for curtailing water usage during the State of Community Drought Emergency, the Board affirms the existing language included in Personnel Rule 2.03 that allows the General Manager in an emergency to make appointments without the requirement for first establishing an eligibility list.
8. In order to satisfy the requirements of the California Emergency Services Act which contemplates ongoing review of the need for continuing the local emergency, so that the declared emergency shall not remain in effect when conditions no longer warrant, the General Manager shall monthly inform the Board, that this declaration remains in effect, of: (a) developments regarding the water supply available to Zone 7 and the District; (b) the water demand in the District's service area; (c) operational issues encountered or anticipated to be encountered related to the effect of the limited water supply on the District's water system; (d) pertinent policy level decisions made at the local, regional, state and federal levels related to the drought; and (e) other information relevant to the continuing need for the State of Community Drought Emergency.

Res. No. _____

9. The State of Community Drought Emergency shall continue to exist until either: (a) October 31, 2016, or (b) the Board takes action to rescind this Declaration of Continuing State of Community Drought Emergency, whichever occurs first.
10. The General Manager is authorized and directed to undertake actions related to the District's response to this drought in accordance with the authority and approval of this Resolution.
11. The General Manager is authorized and directed to take all appropriate steps and actions as may be within the General Manager's authority and/or as approved by the Board to increase or make more reliable the District's water supply for 2016 and beyond.

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 16th day of February 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

D.L. (Pat) Howard, President

ATTEST: _____
Nicole Genzale, District Secretary

RESOLUTION NO. 27-15

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT
TO UPDATE AND DECLARE THE CONTINUING COMMUNITY DROUGHT EMERGENCY AND
RESCIND RESOLUTION NO. 78-14

WHEREAS, the State of California has and continues to experience record dry conditions, with 2013 being the driest year on record and 2014 receiving the lowest snowpack on record; and

WHEREAS, the Zone 7 Water Agency supplies all of the potable water currently available to the District for distribution and use by its customers; and

WHEREAS, Zone 7's primary sources of supplies normally include imported water from the State Water Project (80%) and local groundwater supplies originating from rainfall, runoff, and recharge (20%); and

WHEREAS, on January 17, 2014 California Governor Edmund G. Brown, issued a Proclamation of a State of Emergency, and encouraged all Californians to reduce their water usage by 20%; and

WHEREAS, on January 29, 2014 the Zone 7 Water Agency issued a Proclamation of a Local Drought Emergency and authorized its General Manager to "establish appropriate levels of conservation consistent with the California State of Drought Emergency and local conditions," and

WHEREAS, on February 18, 2014 the District declared a State of Community Drought Emergency and established a goal of curtailing overall District water usage by twenty percent (20%) based on five percent (5%) curtailment of inside water use and forty percent (40%) curtailment of outside water use as compared to the same period in 2013; and

WHEREAS, on March 18, 2014 the City of Dublin declared a Local Drought Emergency which remains in effect; and

WHEREAS, on March 18, 2014 the City of Pleasanton approved an urgency ordinance amending its water conservation plan as needed to protect the immediate threat of the potentially significant drought to preserve public health and safety which remains in effect; and

Res. No. 27-15

WHEREAS, on February 24, 2014 the City of Livermore declared a Water Shortage Emergency which remains in effect; and

WHEREAS, On April 25, 2014 Governor Edmund G. Brown proclaimed a Continued State of Emergency in the State of California and ordered that California residents should refrain from wasting water, specifying many practices that waste water and directing urban water suppliers to implement drought response plans to limit outdoor irrigation and other wasteful water practices which proclamation remains in effect; and

WHEREAS, on May 5, 2014 the District Board of Directors declared that a State of Emergency has existed since February 18, 2014 and continues to prevail in the community served by the District by reason of the fact that the ordinary demands and requirements of the water consumers in the District's service area cannot be met and satisfied by the water supplies now available to the District without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and/or fire protection as a result of the ongoing drought and the resulting reductions to and restrictions on the available water supply; and

WHEREAS, on December 2, 2014 the District Board of Directors declared that a State of Emergency has existed since February 18, 2014 and continues to prevail in the community served by the District by reason of the fact that the ordinary demands and requirements of the water consumers in the District's service area cannot be met and satisfied by the water supplies now available to the District without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and/or fire protection as a result of the ongoing drought and the resulting reductions to and restrictions on the available water supply; and

WHEREAS, on March 2, 2015 the California Department of Water Resources announced that anticipated 2015 water allocations to the State Water Contractors (including Zone 7) will be only 20%; and

WHEREAS, on March 17, 2015 the State Water Resources Control Board adopted Emergency Regulations for Statewide Urban Water Conservation which among various actions mandated various Statewide water conservation practices; and

Res. No. 27-15

WHEREAS, on April 1, 2015 Governor Edmund G. Brown issued Executive Order B-29-15 which among actions directed the State Water Resources Control Board to impose various restrictions to achieve a Statewide 25% reduction in potable urban water use; and

WHEREAS, on April 15, 2015 the Zone 7 Water Agency accepted its 2015 Water Sustainability Report and adopted its Resolution No. 15-61 which lifted its Stage 2 water shortage status stating that it can meet 100 percent of requested deliveries in 2015 but which supported the extended and expanded Statewide water conservation efforts, to continue the local state of drought of emergency and to help water retailers achieve Statewide mandates; and

WHEREAS, the District has reviewed the Zone 7 Water Agency Water Sustainability Report (the "Sustainability Report") and concurs that the Sustainability Report indicates that the Zone 7 Water Agency can physically deliver one hundred percent (100%) of requested deliveries in 2015, but the District notes that over sixty percent (60%) of the water needed to meet that demand (28,300 AF of total demand of 46,700 AF) will originate as water removed from long-term storage under the control of the Zone 7 Water Agency, which storage has been significantly depleted during the three immediate past years and which storage would be cumulatively depleted by thirty seven percent (37%) or 64,100 AF after 2015 deliveries and, further notes, that the ability to access much of the stored water depends upon operation of the State Water Project export facilities throughout 2015 without curtailment or interruption which the Sustainability Report implicitly assumes will occur; and

WHEREAS, the District hereby finds that due to the uncertainty about the possible continuation of the drought into 2016 and beyond and the accompanying need to conserve, to the greatest extent possible, water held in storage by the Zone 7 Water Agency on behalf of the District and other Tri-Valley retail water agencies that it would be prudent for the Tri-Valley to significantly reduce water use below the amount originally requested for calendar year 2015 made in July 2014 by the District and by other Tri-Valley retail water agencies; and

WHEREAS, on May 5, 2015 the State Water Resources Control Board adopted Emergency Regulations for Statewide Urban Water Conservation which among various actions mandated various and

additional Statewide water conservation practices including a system-wide 16% water use reduction in potable water use for the District in calendar year 2015 as compared to calendar year 2013; and

WHEREAS, the California Emergency Services Act and the California Water Code empowers local agencies to declare or continue a state of emergency, which allows the agency to expend funds and promulgate orders and regulations necessary to provide for the protection of life and property, and to invoke exceptions allowed by law to normal contracting, purchasing, and California Environmental Quality Act (CEQA) requirements so that the Agency can more quickly take action and respond to rapidly changing conditions.

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, that:

1. The State of Community Drought Emergency (originally declared on February 18, 2014 by Resolution No. 10-14, updated and re-declared on May 5, 2014 by Resolution No. 26-14 and extended on December 2, 2014 by Resolution No. 78-14) has continuously prevailed and will continue to prevail in the community served by the District by reason of the fact that the ordinary demands and requirements of the water consumers in the District's service area cannot be met and satisfied by the water supplies now available to the District without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and/or fire protection as a result of the ongoing drought and the resulting reductions to and restrictions on the available water supply.
2. Resolution No. 78-14 is hereby Rescinded, attached as Exhibit "A," and replaced it in its entirety with this Resolution.
3. The General Manager is authorized and directed to take all appropriate steps and actions as may be within the General Manager's authority and/or as approved by the Board to curtail system wide water usage in the District by sixteen percent (16%) overall as ordered by the State Water Resources Control Board on May 5, 2015 as compared to the same period in calendar

year 2013 which reduction shall generally be accomplished through system wide curtailment of five percent (5%) of indoor water use and thirty three percent (33%) exterior water use.

4. The General Manager is authorized and directed to initiate appropriate operational actions including, but not limited to, the temporary curtailment or cessation of service to individual customers and/or areas of the District as may be appropriate to ensure the continued integrity of the community water supply system for health and safety purposes and, in such circumstances, to timely notify the Board of such actions taken.
5. As it relates to contracting and purchasing actions associated with the District's response to the need for curtailing water usage during the State of Community Drought Emergency, the General Manager is hereby authorized to make decisions about invoking exceptions to normal contracting and purchasing requirements as allowed by California law.
6. As it relates to California Environmental Quality Act (CEQA) actions associated with the District's response to the need for curtailing water usage during the State of Community Drought Emergency, the General Manager is hereby authorized to make decisions regarding invoking exemptions to CEQA as allowed by California law.
7. As it relates to obtaining staffing resources to accomplish actions associated with the District's response to the need for curtailing water usage during the State of Community Drought Emergency, the Board affirms the existing language included in Personnel Rule 2.03 that allows the General Manager in an emergency to make appointments without the requirement for first establishing an eligibility list.
8. In order to satisfy the requirements of the California Emergency Services Act which contemplates ongoing review of the need for continuing the local emergency, so that the declared emergency shall not remain in effect when conditions no longer warrant, the General Manager shall monthly inform the Board, that this declaration remains in effect, of: (a) developments regarding the water supply available to Zone 7 and the District; (b) the water demand in the District's service area; (c) operational issues encountered or anticipated to be

Res. No. 27-15

encountered related to the effect of the limited water supply on the District's water system; (d) pertinent policy level decisions made at the local, regional, state and federal levels related to the drought; and (e) other information relevant to the continuing need for the State of Community Drought Emergency.

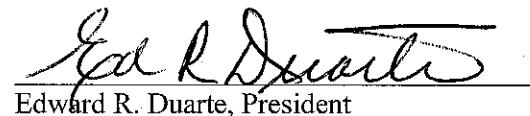
9. The State of Community Drought Emergency shall continue to exist until either: (a) the Board takes action to rescind this Declaration of Continuing State of Community Drought Emergency; or (b) February 29, 2016, whichever occurs first.
10. The General Manager is authorized and directed to undertake actions related to the District's response to this drought in accordance with the authority and approval of this Resolution.
11. The General Manager is authorized and directed to take all appropriate steps and actions as may be within the General Manager's authority and/or as approved by the Board to increase or make more reliable the District's water supply for 2016 and beyond.

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 May 2015, and passed by the following vote:

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

NOES: 0

ABSENT: 0



Edward R. Duarte, President

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



Media Release

State Water Board Adopts Extended Emergency Water Conservation Regulation

Extended Regulation Gives More Flexibility to Water Suppliers to Meet Conservation Targets

FOR IMMEDIATE RELEASE
Feb. 2, 2016

Contact: George Kostyrko
gkostyrko@waterboards.ca.gov

SACRAMENTO – With California still experiencing severe drought despite recent rains, the State Water Resources Control Board (State Water Board) today adopted an extended and revised [emergency regulation](#) to ensure that urban water conservation continues in 2016.

The regulation extends restrictions on urban water use through October 2016 while providing urban water suppliers more flexibility in meeting their conservation requirements. It also directs staff to report back on additional flexibility once more complete water supply information is known in April. The action follows Governor Edmund G. Brown Jr.'s Nov. 13, 2015, [Executive Order](#) directing the State Water Board to extend the emergency water conservation regulation should drought conditions persist through January 2016.

“After four years of extreme drought, there is still a need for Californians to keep up their stellar conservation practices,” said Felicia Marcus, chair of the State Water Resources Control Board. “This updated regulation acknowledges that need, while making adjustments in response to feedback from water suppliers and others. If we continue to receive a lot of rain and snow in February and March, we may scale back the conservation requirements further, drop them, or move to another approach.”

Under the revised regulation, statewide water conservation is expected to exceed 20 percent compared to 2013 water use. The revised regulation responds to calls for greater consideration of certain factors that influence water use in different parts of the state, including hotter-than-average climate, population growth, and significant investments in new local, drought resilient water sources such as wastewater reuse and desalination.

Due to the severity of the water deficits over the past four years, many of California’s reservoirs and groundwater basins remain [depleted](#), and the need for continued water conservation persists. Today’s action serves as the fourth iteration of the emergency regulation since the State Water Board first instituted statewide conservation requirements in July 2014.



The State Water Board will continue to track water conservation efforts for each of the state's urban water suppliers (those with more than 3,000 connections) on a monthly basis. Compliance with individual water supplier conservation requirements will continue to be based on cumulative savings since June 2015. Cumulative tracking means that conservation savings will be added together from one month to the next, including conservation achieved under the Board's May 5, 2015, emergency regulation, and compared to the amount of water used during the same months in 2013.

Summary of Conservation Regulation Adjustments

The updated emergency regulation continues to specify how much water communities must conserve based on their residential gallons per capita per day (R-GPCD) data (from July through September 2014), and provides recognition for certain factors affecting water use, along with other changes detailed below:

- Credits and adjustments to urban water suppliers' conservation standards are now available. They range from 2 percentage points to a maximum of 8 percentage points. In some cases, water suppliers are automatically credited based on conditions in their service areas. In other cases, water suppliers must supply specific information to support and determine the size of an adjustment.
- The regulation provides credits in three ways:
 - 1) Considering the differences in climate affecting different parts of the state;
 - 2) Providing a mechanism to reflect water-efficient growth experienced by urban areas; and
 - 3) Recognizing significant investments made by suppliers toward creating new, local, drought-resilient sources of potable water supply.
- The regulation creates penalties for homeowners' associations or community service organizations that block, stifle or threaten homeowners from reducing or eliminating the watering of vegetation or lawns during a declared drought emergency in violation of existing law.

This regulation extends the original framework that has resulted in a statewide water conservation rate of 25.5 percent over a seven-month period, according to [December conservation](#) data released earlier today. Even assuming all of the 400-plus water agencies receive the applicable credits offered in this regulation, the statewide cumulative conservation rate is still projected to exceed 20 percent.

"We expect a savings rate greater than 20 percent, but perhaps not quite achieving the prior call for 25 percent," said Marcus. "We anticipated this might occur with any tweaks to our existing regulation. This regulation should still allow this state to save more than 1 million acre-feet of water through October 2016 – which is enough water to serve an average of two million California families. While we are hopeful that we are turning the corner on this drought, the



truth is that it's just too soon tell. Any additional water we can conserve to today will serve us well tomorrow if the drought continues."

For additional information and examples of how the credits would be calculated and applied, please see the fact [sheet](#).

Next Steps

The regulation will now be submitted to the Office of Administrative Law, which will review and approve or deny the regulation. If approved by the Office of Administrative Law, the regulation will take effect immediately and remain in effect for 270 days from the approval date.

For more information, please visit the [Emergency Water Conservation](#) website.

To learn more about the state's drought response, visit [Drought.CA.Gov](#).

Every Californian should take steps to conserve water. Find out how at [SaveOurWater.com](#).

###



Dublin San Ramon Services District

Summary & Recommendation

Agenda Item 9D

Reference Operations Manager	Type of Action Endorse Drought Response Action Plan	Board Meeting of February 16, 2016			
Subject Endorse Updated Drought Response Action Plan for 2016					
<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution			
REPORT:	<input checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Staff	D. Gallagher	<input type="checkbox"/> Board Member

Recommendation:

The Operations Manager, acting as the District's Drought Coordinator, recommends the Board of Directors endorse, by Motion, the updated Drought Response Action Plan for 2016, and provide policy direction to staff related to changes, if any, to the District's existing water use limitations (Ordinance No. 336) and enforcement program (Ordinance No. 337). If the Board requests changes to the District's water use limitations and/or enforcement program, then revised Urgency Ordinances will be prepared for the Board to consider at a future meeting.

Summary:

On May 19, 2015, the Board of Directors endorsed a Drought Response Action Plan for FYE 2016, but at the time the Drought Response Action Plan was only intended to remain in effect through February 29, 2016. Some of the items in that Plan were one-time actions that have been completed, while others are ongoing tasks. Summary reports about the action plan have been presented to the Board on a monthly basis.

On February 2, 2016, the State Water Resources Control Board (SWRCB) adopted extended emergency water conservation requirements for water suppliers that will be effective through October 31, 2016. For the remainder of FYE 2016 and the first few months of FYE 2017 it would be appropriate for the Board to endorse a Drought Response Action Plan that will direct staff to take actions that will achieve the State's requirements for urban water conservation.

The proposed Drought Response Action Plan for 2016 is attached, which will generate an estimated \$145,000 in additional drought-related expenses between March 1, 2016 and October 31, 2016 (see agenda Item 9.F for a breakdown and summary of the expected costs).

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR D. Gallagher	DEPARTMENT Operations	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 \$145,000	<input checked="" type="checkbox"/> Funding Source A. Water Enterprise (Fund 600) B.		Attachments to S&R 1. Updated Drought Response Action Plan for 2016 2. SWRCB Emergency Regulation, adopted Feb 2, 2016 3. Conservation targets for 2016 for Tri-Valley agencies 4. Community Drought Emergency Presentation			

DROUGHT RESPONSE ACTION PLAN FOR 2016

Effective March 1 through October 31

PURPOSE

This updated Drought Response Action Plan for 2016 describes the actions District staff will undertake during the period March 1, 2016, through October 31, 2016, in response to the ongoing drought and the State Water Resources Control Board (SWRCB's) extended emergency water conservation regulations.

FISCAL IMPACT

The updated Drought Response Action Plan for 2016 anticipates approximately \$145,000 of funding from Stage 1 drought rates, as documented in the Budget Adjustment Item 9.F on the agenda.

GOALS

The updated Drought Response Action Plan for 2016 is intended to ensure that the District's customers achieve the State's target conservation goal of 12% for water usage as compared to the same period in 2013. The target goal of 12% may be further reduced, pending the SWRCB's review of information the District plans to submit related to climate and growth. The SWRCB's extended emergency water conservation regulations include adjustments to the assigned conservation standards to account for climate and growth, one or both of which the District may qualify for. The SWRCB's extended emergency water conservation regulations also include adjustments for water suppliers that have invested in local drought-resilient supplies (IPR & DPR), which the District does not currently qualify for.

DROUGHT RESPONSE ACTION PLAN FOR 2016

Proposed Changes to the Existing Water Use Limitations

- Irrigation with potable water will be allowed three (3) days per week instead of the existing two (2) days per week limitation. The existing limitation of 4,480 gallons per week for residential customers will remain.
- The prohibition on filling new pools and spas will be removed.
- The prohibition on draining and refilling existing pools will be removed and replaced with a prohibition on draining and refilling existing pools if it is used as a substitute for performing normal year-around pool chemical treatment and maintenance.
- The requirement that pools and spas must be covered when not in use will be removed.

Proposed Changes to the Enforcement Program

- Staff does not recommend making any changes to the existing enforcement program.

"District as an Organization" Water Use Curtailments

- Comply with District-wide water use limitations at all District facilities;
- Clean sewers only with recycled water (except for SSO's and emergencies); and
- Defer all hydrant flushing (except for critical areas with identified water quality problems).

Media Based Public Outreach

- The updated Drought Response Action Plan for 2016 does not anticipate conducting any media-based public outreach. Experience has shown that the District's recycled water fill station and other drought related activities have generated a great deal of media exposure, at little or no cost to the District.

Non-Media Based Public Outreach

- As needed, direct mailers will be sent to District customers on drought related matters;
- As needed, bill stuffers will be sent to District customers on drought related matters;
- As needed, social media messages will be posted on sites such as Facebook and Twitter;
- If requested, staff will make presentations to local City Councils;
- If requested, staff will make presentations to local community groups, Rotary, Lions, SIRS, HOA's, etc.;
- As needed, staff will meet with major public customers (City staff, School District, Camp Parks, Alameda County, FCI, etc.);
- If necessary, direct mailing will be sent to targeted user groups on drought related matters;
- Appropriate yard signs will be made available to customers; and
- As needed, staff will coordinate with local businesses to jointly promote water conservation.

Direct Conservation Assistance

- Continue small device give-away programs;
- Conduct landscape water audits; and
- Make home water audit kits available.

Enhanced Rebate Programs

- Administer the ongoing Enhanced Rebate Program in conjunction with Zone 7 as appropriate for the duration of the Community Drought Emergency or until terminated by the Board including:
 - High Efficiency Toilet (HET);
 - Waterless Urinals;
 - High Efficiency Clothes Washer (HEW);
 - Pool and Spa covers (to reduce evaporation);
 - Weather Based Irrigation Controller ("Smart Controller") - Single Family Homes;
 - Weather Based Irrigation Controller ("Smart Controller") - Multi-Family Dwelling;
 - Lawn Replacement Program - Single Family Homes; and
 - Lawn Replacement Program - Multi-Family or Businesses.

Recycled Water Use

Permanent Connections:

- Cooperate with Pleasanton in accordance with existing agreements to continue to implement recycled water service within the City of Pleasanton; and
- Retrofit appropriate District potable water customers to use recycled water for irrigation, including customers located adjacent to the new West Dublin Recycled Water pipeline.

Contractors and Construction:

- Continue to operate the WWTP commercial fill station for construction contractors, street sweepers, and other larger scale water haulers. Expand the station if necessary to meet permanent growth demands.

Public Distribution:

- Continue to operate the WWTP residential recycled water fill station through at least October 31, 2016.
- Open and operate the residential fill station at the City of Dublin's Safety Complex on Clark Avenue and Dublin Boulevard for 3 days per week from June 1 through September 30.

Enhanced Customer Service

- Continue to promote the AquaHawk customer service portal as a customer service feature to help customers manage their water use during the drought.

Wise Water User Credit Program

- Program remains suspended, unless or until the District is forced to implement a Stage 2 or higher drought rate.

Irrigation Adjustments and Repairs Customer Assistance Program

Continue to offer assistance to customers for performing irrigation timer adjustments and minor repairs using the services of a licensed landscape contractor. The latter is intended primarily for those customers that experience leaks or high usage but are unsure what to do to address the problem.

Pursue Short-Term Temporary Water Sources

- Upgrade the existing non-Dougherty Valley DSRSD-EMBUD interties with hard piping and instrumentation so that the interties can be quickly installed and placed in service for longer term non-emergency use, if desired. The latter will include constructing permanent below-ground facilities at the Southwick intertie to eliminate the need to block the sidewalk with above-ground piping and fencing;
- Continue to meet with EBMUD to discuss potential long term water transfers, if or when EBMUD has sufficient available capacity to make their Freeport intake available to others for such transfers (*Note: Expenditures for water transfers will be the subject of a separate budget adjustment at the time any transfer is to be considered*);
- Continue to communicate with Zone 7 to discuss and reach a consensus regarding the District's desire to implement future water transfers using existing interties with EBMUD;
- Continue to encourage Zone 7 to diversify their water sources, and support Zone 7's efforts to implement water transfers through the Delta and/or through interconnections with other agencies.

STATUS REPORTS AND ACHIEVEMENTS

For the duration of the Community Drought Emergency, once each month staff will provide the Board with a summary of the drought response actions that were taken over the previous 30 days.

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2016-0007**

**TO ADOPT AN EMERGENCY REGULATION FOR
STATEWIDE URBAN WATER CONSERVATION**

WHEREAS:

1. On April 25, 2014, Governor Edmund G. Brown Jr. issued an executive order ([April 2014 Proclamation](#)) to strengthen the State's ability to manage water and habitat effectively in drought conditions, and called on all Californians to redouble their efforts to conserve water. The April 2014 Proclamation finds that the continuous severe drought conditions present urgent challenges across the State, including water shortages in communities and for agricultural production, increased wildfires, degraded habitat for fish and wildlife, threat of saltwater contamination, and additional water scarcity, if drought conditions continue into 2015. It orders that any provision of the governing document, architectural or landscaping guidelines, or policies of a common interest development will be void and unenforceable to the extent it has the effect of prohibiting compliance with the water-saving measures contained in this directive, or any conservation measure adopted by a public agency or private water company. The April 2014 Proclamation also suspends the environmental review required by the California Environmental Quality Act to allow the emergency regulation and other actions to take place as quickly as possible;
2. The April 2014 Proclamation refers to the [Governor's Proclamation No. 1-17-2014](#), issued on January 17, 2014, declaring a drought State of Emergency to exist in California due to severe drought conditions (January 2014 Proclamation). The January 2014 Proclamation finds that dry conditions and lack of precipitation present urgent problems to drinking water supplies and cultivation of crops, which put farmers' long-term investments at risk. The conditions also threaten the survival of animals and plants that rely on California's rivers, including many species in danger of extinction. The January 2014 Proclamation also calls on all Californians to reduce their water usage by 20 percent;
3. On December 22, 2014, in light of the continued lack of rain, Governor Brown issued [Executive Order B-28-14](#), which extends the California Environmental Quality Act suspension through May 31, 2016 for Water Code section 13247 and certain activities identified in the January 2014 and April 2014 proclamations;
4. On April 1, 2015, Governor Brown issued [Executive Order B-29-15](#) that directs the State Water Board to impose restrictions on urban water suppliers to achieve a statewide 25 percent reduction in potable urban usage through February 2016; require commercial, industrial, and institutional users to implement water efficiency measures; prohibit irrigation with potable water of ornamental turf in public street medians; and prohibit irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or microspray systems; along with other directives;

5. On May 5, 2015, the State Water Resources Control Board (State Water Board) adopted [Board Resolution No. 2015-0032](#) and an Emergency Regulation to address specific provisions of [Executive Order B-29-2015](#) that included a mandatory 25 percent statewide reduction in potable urban water use between June 2015 and February 2016. To implement the Executive Order, the Emergency Regulation placed each urban water supplier in a conservation tier, ranging between 4 and 36 percent, based residential per capita water use for the months of July – September 2014. Resolution No. 2015-0032 also directed staff to work with stakeholders to further develop and consider a range of factors that contribute to water use, including but not limited to climate, growth, investment in local, drought resilient supplies, and others for adjustment to the current emergency regulation should it need to be extended into 2016;
6. On November 13, 2015, Governor Brown issued [Executive Order B-36-15](#) calling for an extension of urban water use restrictions until October 31, 2016, should drought conditions persist through January 2016. This Executive Order also directs the State Water Board to consider modifying the restrictions to address uses of potable and non-potable water, as well as to incorporate insights gained from the existing restrictions;
7. As of January 15, 2016, the state has experienced some much-needed snow and rainfall in December and January; However, surface and groundwater storage remains depleted, precipitation has been inconsistent, and snowpack is about average, and the full hydrologic water conditions for 2016 will not be known until April 2016;
8. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports”;
9. On July 15, 2014, the State Water Board adopted an emergency regulation to support water conservation ([Resolution No. 2014-0038](#)), and that regulation became effective July 28, 2014 upon approval by the Office of Administrative Law (OAL);
10. On March 17, 2015, the State Water Board amended and readopted the emergency regulation to support water conservation ([Resolution No. 2015-0013](#)), which became effective March 27, 2015 upon approval by OAL;
11. On May 5, 2015, the State Water Board amended and readopted the emergency regulation to support water conservation ([Resolution No. 2015-0032](#)), which became effective May 18, 2015 upon approval by OAL and expires February 13, 2016;
12. State Water Board estimates that suppliers and their customers will save more than one million acre-feet of water in response to the extended regulation. This savings will be in addition to the 1.2 million acre-feet the State is on track to have saved from June 2015 through February 2016;

13. Under the May 5, 2015 emergency regulation, urban water suppliers, large and small, have reduced statewide potable water usage more than 25 percent compared to 2013, through the significant efforts of the suppliers and their customers;
14. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes will survive while receiving a decreased amount of water;
15. Although urban water suppliers have placed restrictions on outdoor watering, the State Water Board continues to receive reports of excessive outdoor water use, and not all suppliers have achieved their conservation standards under the May 5, 2015 emergency regulation;
16. Water conservation is the easiest, most efficient and most cost-effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved this summer is water available later in the season or next year, reducing the likelihood of even more severe water shortages should the drought continue;
17. Education and enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated;
18. Public information and awareness is critical to achieving conservation goals, and the Save Our Water campaign, run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response (<http://saveourwater.com>);
19. Many California communities are facing social and economic hardship due to this drought. The rest of us can make adjustments to our water use, including landscape choices that conserve even more water;
20. The California Constitution declares, at article X, section 2, that the water resources of the state must be put to beneficial use in a manner that is reasonable and not wasteful. Relevant to the current drought conditions, the California Supreme Court has clarified that “what may be a reasonable beneficial use, where water is present in excess of all needs, would not be a reasonable beneficial use in an area of great scarcity and great need. What is a beneficial use at one time may, because of changed conditions, become a waste of water at a later time.” (*Tulare Dist. v. Lindsay Strathmore Dist.* (1935) 3 Cal.2d 489, 567.) In support of water conservation, the legislature has, through Water Code section 1011, deemed reductions in water use due to conservation as equivalent to reasonable beneficial use of that water. Accordingly, this regulation is in furtherance of article X, section 2 during this drought emergency. This temporary emergency regulation is not to be used in any future administrative or judicial proceedings as evidence or finding of waste and unreasonable use of any individual water user or water supplier subject to this regulation, and are not to affect or otherwise limit any rights to water conserved under applicable law, including without limitation, water conserved consistent with Water Code section 1011;

21. Directive two of the Governor's April 1, 2015 Executive Order directs the State Water Board to consider the relative per capita usage of each urban water supplier's service area and require that areas with high per capita use achieve proportionally greater reductions than areas with low per capita use;
22. On December 21, 2015, the State Water Board issued a draft framework proposing modest adjustments to the May 5 emergency regulation structure, keeping the increasing levels of required water reduction based upon residential per capita per day use (R-GPCD), and adding several credits that reduce a supplier's required water reduction based on certain conditions. The State Water Board solicited public comments on the proposed framework and received over 200 comments, primarily relating to the levels and types of credits and consideration of updated drought conditions in April 2016, at which time more information will be available on 2016 snowpack and reservoir levels;
23. On January 15, 2016 the State Water Board issued draft regulatory language for public comment based on the December 21, 2015 framework and the comments received. The draft regulatory language reflected careful consideration of all comments including those directed at the levels of required reduction. The draft regulatory language extends the May 2015 emergency regulation, that otherwise would expire on February 13, 2016, and provides modest equity credits and adjustments to address geographic climate differences, new growth, and investments made in new, local, drought resilient potable water supplies;
24. On January 22, 2016, the State Water Board initiated the formal emergency rulemaking process by issuing public notice that it would consider the adoption of the emergency regulation at the Board's regularly-scheduled February 2, 2016 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations;
25. As discussed above, the State Water Board is adopting the extended emergency regulation as directed by the Governor in Executive Order B-36-15 based on the need for prompt action to prevent the waste and unreasonable use of water and to promote conservation because the May 15 emergency regulation is set to expire on February 13, 2016, emergency drought conditions still exist, and stakeholders have requested reasonable and modest adjustments to the existing emergency regulation; and
26. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain the enforcement discretion in enforcing the regulation to the extent authorized. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board readopts California Code of Regulations, title 23, sections 863, 864, 865 and 866, as appended to this resolution as an emergency regulation;
2. State Water Board staff will submit the regulation to OAL for final approval;
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or the Executive Director's designee may make such changes;
4. This regulation shall remain in effect for 270 days after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions, or unless the State Water Board renews the regulation due to continued drought conditions as described in Water Code section 1058.5;
5. In consideration of the fact that Executive Order B-36-15 directs the State Water Board to extend restrictions to achieve statewide reductions in urban potable water usage if drought conditions persist through January 2016, and the fact that in many years a significant portion of the state's rainfall and snowpack occur in February and March, the State Water Board directs staff to monitor and evaluate available data on precipitation, snowpack, reservoir storage levels, and other factors and report back to the Board in March and April, 2016 and, if conditions warrant, bring a proposal for rescission or adjustment of this regulation to the Board no later than the second regularly-scheduled May 2016 Board meeting;
6. The State Water Board directs staff to provide the Board with monthly updates on the implementation of the emergency regulation and its effect;
7. The State Water Board directs staff to condition funding upon compliance with the emergency regulation, to the extent feasible;
8. The State Water Board directs staff to work with DWR and the Save Our Water campaign to disseminate information regarding the emergency regulation; and
9. The State Water Board directs staff to update the electronic reporting portal to include data fields for reporting required by the emergency regulation.

THEREFORE BE IT FURTHER RESOLVED THAT:

10. The State Water Board shall work with DWR, the Public Utilities Commission, and other agencies to support urban water suppliers' actions to implement rates and pricing structures to incent additional conservation, as required by directive eight in the Governor's April 1, 2015 Executive Order. The Fourth District Court of Appeal's recent Decision in *Capistrano Taxpayer Association Inc. v. City of San Juan Capistrano* (G048969) does not foreclose the use of conservation-oriented rate structures;

11. The State Water Board calls upon water suppliers to:
 - a. ensure that adequate personnel and financial resources exist to implement conservation requirements not only for 2016, but also for another year of drought should it occur. Water suppliers that face budget shortfalls due to reduced sales should take immediate steps to raise necessary revenues in a way that actively promotes continued conservation;
 - b. expedite implementation of new conservation programs by minimizing internal review periods and utilizing emergency authorities, as appropriate;
 - c. consider the relative water use and conservation practices of their customers and target those with higher water use to achieve proportionally greater reductions than those with low use;
 - d. minimize financial impacts to low-income customers;
 - e. preserve safe indoor water supplies in areas with very low R-GPCD and where necessary to protect public health and safety;
 - f. promote low-water use methods of preserving appropriate defensible space in fire-prone areas, consistent with local fire district requirements;
 - g. educate customers on the preservation of trees;
 - h. promote on-site reuse of water; and
 - i. promptly notify staff of the supplier's need for an alternate method of compliance pursuant to resolved paragraph 18.
12. The State Water Board calls upon all businesses within California's travel and tourism sectors to inform visitors of California's drought situation and actions visitors should take to conserve water;
13. The State Water Board calls upon all homeowners' associations to support and cooperate with water suppliers' and their residents' efforts to conserve water in community apartment projects, condominium projects, planned developments, and stock cooperatives statewide;
14. The State Water Board commends wholesale water agencies that have set aggressive conservation targets for their retail water suppliers and who have invested heavily in subsidizing efficiency measures such as turf and toilet rebates, recycled water production, and other potable water augmentation measures;
15. The State Water Board commends water suppliers that have made investments to boost drought-resistant supplies, such as advanced treated recycled water and desalination. Those investments help to make communities more resilient in the face of drought and the Board is committed to moving towards a more resilience based approach to emergency water conservation and in any permanent measures going forward;

16. The State Water Board commends the many water suppliers that have taken steps and made systemic changes that have led to them surpassing their 20x2020 conservation targets as well as their emergency conservation targets. Long-term conservation efforts are critical to maintaining economic and social well-being, especially in light of the impacts of climate change on California's hydrology;
17. During this drought emergency, heightened conservation that extends urban resilience is necessary. The State Water Board's focus is primarily on immediate reductions in outdoor water use. Some short-term conservation efforts, such as landscape conversions and installation of efficient appliances, will also support long-term conservation objectives, and are encouraged wherever possible;
18. The State Water Board recognizes that some commercial and industrial customers, while accounting for a significant portion of total use in a service area, have already taken steps to significantly reduce their water consumption and cannot further reduce their use without substantial impacts. However, the Board also recognizes that in many areas there are significant opportunities for reductions in water use by industries and commercial enterprises that have yet to take action, especially those with large areas of non-functional turf. The Board directs staff to respond promptly upon receipt of any request for alternate enforceable methods of compliance. If the supplier believes the conservation standard is unachievable due to firm commercial and industrial water use and residential use reductions that would affect public health and safety, it should provide any supporting information or documentation for an alternate method of compliance;
19. Some water suppliers have called for further refinement of the tiers and have called for an approach that provides greater recognition for early investments in conservation; the development of local, drought resistant water supplies that include banked groundwater; regional compliance mechanisms; differing regional water supply conditions; climate; and health and safety needs. These suggestions and many others have been considered in the context of the current drought emergency, will inform any revisions to these emergency regulations during the spring as the 2016 water supply information becomes more complete, and are separately important considerations for the development of a more comprehensive long-term conservation framework. The State Water Board directs staff to continue working with stakeholders on further refinement of these emergency water conservation regulations to be considered in tandem with an assessment of where the current winter precipitation leaves us; and
20. The California Water Action Plan calls for making conservation a way of life, increasing regional water self-reliance, and expanding storage capacity, among other actions. Long term water security will depend on implementing a range of actions and the State Water Board recognizes that these actions must advance in a complementary manner such that one action does not impede the progress of another. The State Water Board recognizes that conservation requirements implemented in response to critical drought conditions differ from those actions needed to optimize urban water use efficiency and build resilience over the long-term. Resilience to drought requires a combination of water efficiency and the development of new sustainable supplies, such as recycling, stormwater capture and re-use, local storage to capture water in wet years for use in dry years, and other actions. However, the effect of climate change on California weather patterns and snowpack will undoubtedly put increased pressure on the water supply and pose greater risk for extreme weather conditions, including longer and more severe

droughts. It is imperative that State agencies and water suppliers have the information and mechanisms needed to best respond to critical drought emergencies and that all sources of urban water be used efficiently over the long-term. Staff is directed to engage the Department of Water Resources in developing a proposed framework for enhanced urban water conservation, efficiency and resilience. Staff is directed to report back to the Board on options for transitioning to a more resilience-based approach to dealing with the future by May 1 after continuing conversations with stakeholders and the Department of Water Resources.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on February 2, 2016.

AYE: Chair Felicia Marcus
Vice Chair Frances Spivy-Weber
Board Member Steven Moore

NAY: None

ABSENT: Board Member Tam M. Doduc
Board Member Dorene D'Adamo

ABSTAIN: None

Jeanine Townsend
Jeanine Townsend
Clerk to the Board

ADOPTED TEXT OF EMERGENCY REGULATION

Article 22.5. Drought Emergency Water Conservation.

Sec. 863. Findings of Drought Emergency.

(a) The State Water Resources Control Board finds as follows:

(1) On January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions;

(2) On April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions;

(3) On April 1, 2015, the Governor issued an Executive Order that, in part, directs the State Board to impose restrictions on water suppliers to achieve a statewide 25 percent reduction in potable urban usage through February, 2016; require commercial, industrial, and institutional users to implement water efficiency measures; prohibit irrigation with potable water of ornamental turf in public street medians; and prohibit irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or microspray systems;

(4) On November 13, 2015, the Governor issued an Executive Order that directs the State Board to, if drought conditions persist through January 2016, extend until October 31, 2016 restrictions to achieve a statewide reduction in potable usage;

(45) The drought conditions that formed the basis of the Governor's emergency proclamations continue to exist; and

(5) ~~The present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and~~

(6) The drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to prevent waste and unreasonable use of water and to further promote conservation.

Authority: Section 1058.5, Water Code.

References: Cal. Const., Art., X § 2; Sections 102, 104, 105, and 275, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

Sec. 864. End-User Requirements in Promotion of Water Conservation.

(a) To prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

(1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(3) The application of potable water to driveways and sidewalks; and

(4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;

(5) The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;

(6) The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;

(7) The irrigation with potable water of ornamental turf on public street medians; and

(8) The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.

(b) To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

(c) Immediately upon this subdivision taking effect, all commercial, industrial and institutional properties that use a water supply, any portion of which is from a source other than a water supplier subject to section 865, shall either:

(1) Limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than two days per week; or

(2) Reduce potable water usage supplied by sources other than a water supplier by 25 percent for the months of June 2015 through ~~February~~October 2016 as compared to the amount used from those sources for the same months in 2013.

(d) The taking of any action prohibited in subdivision (a) or (e), or the failure to take any action required in ~~subdivisions~~ subdivision (b) or (c), is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(e)(1) To prevent the waste and unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

(A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivision (a) of the Civil Code; or

(B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code.

(2) As used in this subdivision:

(A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.

(B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(C)“Common interest development” has the same meaning as in section 4100 of the Civil Code.

(D)“Community service organization or similar entity” has the same meaning as in section 4110 of the Civil Code.

(E) “Governing documents” has the same meaning as in section 4150 of the Civil Code.

(F) “Separate interest” has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (e)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

Authority: Section 1058.5, Water Code.

References: Cal. Const., Art., X § 2; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Sections 102, 104, 105, 275, 350, and 10617, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

Sec. 865. Mandatory Actions by Water Suppliers.

(a) As used in this section:

(1) “Distributor of a public water supply” has the same meaning as under section 350 of the Water Code, except it does not refer to such distributors when they are functioning solely in a wholesale capacity, but does apply to distributors when they are functioning in a retail capacity.

(2) “R-GPCD” means residential gallons per capita per day.

(3) “Total potable water production” means all potable water that enters into a water supplier’s distribution system, excluding water placed into storage and not withdrawn for use during the reporting period, or water exported outside the supplier’s service area.

(4) “Urban water supplier” means a supplier that meets the definition set forth in Water Code section 10617, except it does not refer to suppliers when they are functioning solely in a wholesale capacity, but does apply to suppliers when they are functioning in a retail capacity.

(b) In furtherance of the promotion of water conservation each urban water supplier shall:

(1) Provide prompt notice to a customer whenever the supplier obtains information that indicates that a leak may exist within the end-user’s exclusive control.

(2) Prepare and submit to the State Water Resources Control Board by the 15th of each month a monitoring report on forms provided by the Board. The monitoring report shall include the amount of potable water the urban water supplier produced, including water provided by a wholesaler, in the preceding calendar month and shall compare that amount to the amount produced in the same calendar month in 2013. The monitoring report shall specify the population served by the urban water supplier, the percentage of water produced that is used for the residential sector, descriptive statistics on water conservation compliance and enforcement efforts, and the number of days that outdoor irrigation is allowed, and monthly commercial, industrial and institutional sector use.

The monitoring report shall also estimate the gallons of water per person per day used by the residential customers it serves.

(c)(1) To prevent the waste and unreasonable use of water and to meet the requirements of the Governor's ~~April 1~~November 13, 2015 Executive Order, each urban water supplier shall reduce its total potable water production by the percentage identified as its conservation standard in this subdivision. Each urban water supplier's conservation standard considers its service area's relative per capita water usage.

(2) Each urban water supplier whose source of supply does not include groundwater or water imported from outside the hydrologic region in which the water supplier is located, and that has a minimum of four years' reserved supply available may, submit to the Executive Director for approval a request that, in lieu of the reduction that would otherwise be required under paragraphs (3) through (10), the urban water supplier shall reduce its total potable water production by 4 percent for each month as compared to the amount used in the same month in 2013. Any such request shall be accompanied by information showing that the supplier's sources of supply do not include groundwater or water imported from outside the hydrologic region and that the supplier has a minimum of four years' reserved supply available.

(3) Each urban water supplier whose average July-September 2014 R-GPCD was less than 65 shall reduce its total potable water production by 8 percent for each month as compared to the amount used in the same month in 2013.

(4) Each urban water supplier whose average July-September 2014 R-GPCD was 65 or more but less than 80 shall reduce its total potable water production by 12 percent for each month as compared to the amount used in the same month in 2013.

(5) Each urban water supplier whose average July-September 2014 R-GPCD was 80 or more but less than 95 shall reduce its total potable water production by 16 percent for each month as compared to the amount used in the same month in 2013.

(6) Each urban water supplier whose average July-September 2014 R-GPCD was 95 or more but less than 110 shall reduce its total potable water production by 20 percent for each month as compared to the amount used in the same month in 2013.

(7) Each urban water supplier whose average July-September 2014 R-GPCD was 110 or more but less than 130 shall reduce its total potable water production by 24 percent for each month as compared to the amount used in the same month in 2013.

(8) Each urban water supplier whose average July-September 2014 R-GPCD was 130 or more but less than 170 shall reduce its total potable water production by 28 percent for each month as compared to the amount used in the same month in 2013.

(9) Each urban water supplier whose average July-September 2014 R-GPCD was 170 or more but less than 215 shall reduce its total potable water production by 32 percent for each month as compared to the amount used in the same month in 2013.

(10) Each urban water supplier whose average July-September 2014 R-GPCD was 215 or more shall reduce its total potable water production by 36 percent for each month as compared to the amount used in the same month in 2013.

(d)(1) Beginning June 1, 2015, each urban water supplier shall comply with the conservation standard specified in subdivision (c), as modified by subdivision (f).

(2) Compliance with the requirements of this subdivision shall be measured monthly and assessed on a cumulative basis through October 2016.

(e)(1) Each urban water supplier that provides potable water for commercial agricultural use meeting the definition of Government Code section 51201, subdivision (b), may subtract the amount of water provided for commercial agricultural use from its potable water production total, provided that any urban water supplier that subtracts any water provided for commercial agricultural use from its total potable water production shall:

(A) Impose reductions determined locally appropriate by the urban water supplier, after considering the applicable urban water supplier conservation standard specified in subdivision (c), for commercial agricultural users meeting the definition of Government Code section 51201, subdivision (b) served by the supplier;

(B) Report its total potable water production pursuant to subdivision (b)(2) of this section, the total amount of water supplied for commercial agricultural use, and shall identify the reduction imposed on its commercial agricultural users and each recipient of potable water for commercial agricultural use;

(C) Certify that the agricultural uses it serves meet the definition of Government Code section 51201, subdivision (b); and

(D) Comply with the Agricultural Water Management Plan requirement of paragraph 12 of the April 1, 2015 Executive Order for all commercial agricultural water served by the supplier that is subtracted from its total potable water production.

(2) Submitting any information pursuant to subdivision (e)(1)(B), (C), (D) or (E) of this section that is found to be materially false by the ~~board~~Board is a violation of this regulation, punishable by civil liability of up to five hundred dollars (\$500) for each day in which the violation occurs. Every day that the error goes uncorrected constitutes a separate violation. Civil liability for the violation is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) In consideration of the differences in climate affecting different parts of the state, growth experienced by urban areas and significant investments that have been made by some suppliers towards creating new, local, drought-resilient sources of potable water supply, an urban water supplier's conservation standard identified in subdivision (c) shall be reduced by an amount, not to exceed eight (8) percentage points total, as follows:

(1) For an urban water supplier whose service area evapotranspiration (ET₀) for the months of July through September exceeds the statewide average evapotranspiration, as determined by the Board, for the same months by five (5) percent or more, the supplier's conservation standard identified in subdivision (c) shall be reduced:

(A) By two (2) percentage points if the supplier's service area evapotranspiration exceeds the statewide average by five (5) percent or more but less than ten (10) percent;

(B) By three (3) percentage points if the supplier's service area evapotranspiration exceeds the statewide average by ten (10) percent or more but less than twenty (20) percent;

(C) By four (4) percentage points if the supplier's service area evapotranspiration exceeds the statewide average by twenty (20) percent or more.

(D) Statewide average evapotranspiration is calculated as the arithmetic mean of all urban water suppliers' service area default evapotranspiration values for the months of July through September. Default service area evapotranspiration will be based on the California Irrigation Management System (CIMIS) ET₀ Zones Map zone for which the supplier's service area has the greatest area of overlap. In lieu of applying its default

service area evapotranspiration, a supplier may use specific data from CIMIS stations within its service area that have at least a five-year period of record, or a three year continuous period of record, to identify a more specifically-applicable evapotranspiration for its service area. If no CIMIS station exists within the supplier's service area, a weather station of comparable accuracy, meeting the preceding period of record requirements, may be used. To qualify for the in-lieu climate adjustment the supplier shall submit the following data to the Board by March 15, 2016 for each station: station ID; station location; and monthly average evapotranspiration, in inches per month, for July, August, and September for either the five-year period of record or the three-year continuous period of record.

(2) To account for water efficient growth experienced in the state since 2013, urban water suppliers' conservation standards shall be reduced by the product of the percentage change in potable water production since 2013 and the percentage reduction in potable water use required pursuant to subdivision (c), rounded to the nearest whole percentage point. Change in potable water production since 2013 shall be calculated as the sum of the following:

(A) The number of additional permanent residents served since January 1, 2013, multiplied the average residential water use per person for that supplier's service area during the months of February through October, 2015, in gallons; and

(B) The number of new commercial, industrial and institutional connections since January 1, 2013, multiplied by the average commercial, industrial and institutional water use per connection for that supplier's service area during the months of February through October, 2015, in gallons.

(C) To qualify for the growth credit the supplier shall submit to the Board the following data by March 15, 2016: the number of additional permanent residents served since January 1, 2013; the area of new residential landscaping, in square feet, served by a supplier's service connections since January 1, 2013; and the number of new commercial, industrial and institutional connections since January 1, 2013.

(3) For an urban water supplier that supplies, contracts for, or otherwise financially invests in, water from a new local, drought-resilient source of supply, the use of which does not reduce the water available to another legal user of water or the environment, the conservation standard identified in subdivision (c) shall be reduced:

(A) By one (1) percentage point if the supplier's qualifying source of supply is one (1) percent or more but less than two (2) percent of the supplier's total potable water production;

(B) By two (2) percentage points if the supplier's qualifying source of supply is two (2) percent or more but less than three (3) percent of the supplier's total potable water production;

(C) By three (3) percentage points if the supplier's qualifying source of supply is three (3) percent or more but less than four (4) percent of the supplier's total potable water production;

(D) By four (4) percentage points if the supplier's qualifying source of supply is four (4) percent or more but less than five (5) percent of the supplier's total potable water production;

(E) By five (5) percentage points if the supplier's qualifying source of supply is five (5) percent or more but less than six (6) percent of the supplier's total potable water production;

(F) By six (6) percentage points if the supplier's qualifying source of supply is six (6) percent or more but less than seven (7) percent of the supplier's total potable water production;

(G) By seven (7) percentage points if the supplier's qualifying source of supply is seven (7) percent or more but less than eight (8) percent of the supplier's total potable water production;

(H) By eight (8) percentage points if the supplier's qualifying source of supply is eight (8) percent or more of the supplier's total potable water production;

(I) To qualify for this reduction the supplier must certify, and provide documentation to the Board upon request, demonstrating the percent of its total potable water production that comes from a local, drought-resilient source of supply developed after 2013, the supplier's investment in that local, drought-resilient source of supply, and that the use of that supply does not reduce the water available to another legal user of water or the environment. To qualify for this reduction a supplier shall submit the required certification to the Board by March 15, 2016;

(J) Certifications that do not meet the requirements of subdivision (f)(3)(I), including certifications for which documentation does not support that the source of supply is a local, drought-resilient source of supply, the use of which does not reduce the water available to another legal user of water or the environment, will be rejected. Submitting a certification or supporting documentation pursuant to subdivision (f)(3)(F) that is found to be materially false by the Board is a violation of this regulation, punishable by civil liability of up to five hundred dollars (\$500) for each day in which the violation occurs. Every day that the error goes uncorrected constitutes a separate violation. Civil liability for the violation is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(4) No supplier's conservation standard shall drop below eight (8) percent as a consequence of the reductions identified in this subdivision. No reduction pursuant to this subdivision shall be applied to any urban water supplier whose conservation standard is four (4) percent based on subdivision (c)(2).

(fg)(1) To prevent waste and unreasonable use of water and to promote water conservation, each distributor of a public water supply that is not an urban water supplier shall take one or more of the following actions:

(A) Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or

(B) Reduce by 25 percent reduction its total potable water production relative to the amount produced in 2013.

(2) Each distributor of a public water supply that is not an urban water supplier shall submit a report by December 15, 2015September 15, 2016, on a form provided by the Board, that either confirms compliance with subdivision (fg)(1)(A) or identifies total potable water production, by month, from JuneDecember 2015 through NovemberAugust, 20152016, and total potable water production, by month, for the same months in 2013.

Authority: Section 1058.5, Water Code.

References: Cal. Const., Art., X § 2; Sections 102, 104, 105, 275, 350, 1846, 10617 and 10632, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

Sec. 866. Additional Conservation Tools.

(a)(1) To prevent the waste and unreasonable use of water and to promote conservation, when a water supplier does not meet its conservation standard required by section 865 the Executive Director, or the Executive Director's designee, may issue conservation orders requiring additional actions by the supplier to come into compliance with its conservation standard.

(2) A decision or order issued under this article by the ~~board~~Board or an officer or employee of the ~~board~~Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the California Water Code.

(b) The Executive Director, or his designee, may issue an informational order requiring water suppliers, or commercial, industrial or institutional properties that receive any portion of their supply from a source other than a water supplier subject to section 865, to submit additional information relating to water production, water use or water conservation. The failure to provide the information requested within 30 days or any additional time extension granted is a violation subject to civil liability of up to \$500 per day for each day the violation continues pursuant to Water Code section 1846.

(c) Orders issued under previous versions of this subdivision shall remain in effect and shall be enforceable as if adopted under this version.

Authority: Section 1058.5, Water Code.

References: Cal. Const., Art., X § 2; Sections 100, 102, 104, 105, 174, 186, 187, 275, 350, 1051, 1122, 1123, 1825, 1846, 10617 and 10632, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

DRAFT Urban Water Supplier Conservation Standard for Extended Emergency Regulation Rulemaking - 2016
Supplier Conservation Standards

Supplier Name	Original Conservation Standard (Released 7/17/15)	DRAFT Adjusted Conservation Standard ¹
California Water Service Company East Los Angeles	8%	8%
California Water Service Company Hermosa/Redondo	20%	20%
California Water Service Company Kern River Valley	28%	25%
California Water Service Company King City	12%	10%
California Water Service Company Livermore	24%	21%
California Water Service Company Los Altos/Suburban	32%	32%
California Water Service Company Marysville	24%	21%
California Water Service Company Mid Peninsula	16%	16%
California Water Service Company Oroville	28%	26%
California Water Service Company Palos Verdes	36%	36%
California Water Service Company Redwood Valley	16%	16%
California Water Service Company Salinas District	16%	16%
California Water Service Company Selma	32%	30%
California Water Service Company South San Francisco	8%	8%
California Water Service Company Stockton	20%	18%
California Water Service Company Visalia	32%	30%
California Water Service Company Westlake	36%	36%
California Water Service Company Willows	28%	26%
California-American Water Company Los Angeles District	28%	28%
California-American Water Company Monterey District	8%	8%
California-American Water Company Sacramento District	20%	17%
California-American Water Company San Diego District	8%	8%
California-American Water Ventura District	32%	32%
Camarillo City of	20%	20%
Cambria Community Services District	8%	8%
Camrosa Water District	32%	32%
Carlsbad Municipal Water District	28%	28%
Carmichael Water District	36%	33%
Carpinteria Valley Water District	20%	20%
Casitas Municipal Water District	32%	32%
Castaic Lake Water Agency Santa Clarita Water Division	32%	29%
Ceres City of	28%	26%
Cerritos City of	28%	28%
Chino City of	24%	24%
Chino Hills City of	28%	28%
Citrus Heights Water District	32%	29%
City of Big Bear Lake, Dept of Water & Power	16%	13%
City of Newman Water Department	24%	21%
Clovis City of	36%	34%
Coachella City of	24%	20%
Coachella Valley Water District	36%	32%
Coalinga City of	32%	30%

¹ Based on REVISED R-GPCD (as reported by 1/1/16) and Climate Adjustment

For more information see Adjustments to Supplier Conservation Standards table

DRAFT Urban Water Supplier Conservation Standard for Extended Emergency Regulation Rulemaking - 2016
Supplier Conservation Standards

Supplier Name	Original Conservation Standard (Released 7/17/15)	DRAFT Adjusted Conservation Standard ¹
Coastside County Water District	8%	8%
Colton, City of	20%	20%
Compton City of	8%	8%
Contra Costa Water District	28%	25%
Corcoran, City of	36%	24%
Corona City of	28%	36%
Covina City of	28%	28%
Crescent City City of	16%	16%
Crescenta Valley Water District	20%	20%
Crestline Village Water District	8%	8%
Cucamonga Valley Water District	32%	32%
Daly City City of	8%	8%
Davis City of	28%	25%
Del Oro Water Company	24%	21%
Delano City of	24%	21%
Desert Water Agency	36%	32%
Diablo Water District	28%	25%
Dinuba City of	32%	30%
Discovery Bay Community Services District	32%	29%
Downey City of	20%	20%
Dublin San Ramon Services District	12%	12%
East Bay Municipal Utilities District	16%	16%
East Niles Community Service District	36%	33%
East Orange County Water District	36%	36%
East Palo Alto, City of	8%	8%
East Valley Water District	28%	28%
Eastern Municipal Water District	28%	28%
El Centro City of	24%	20%
El Dorado Irrigation District	28%	25%
El Monte City of	8%	8%
El Segundo City of	20%	20%
El Toro Water District	24%	24%
Elk Grove Water Service	28%	25%
Elsinore Valley Municipal Water District	28%	28%
Escondido City of	20%	20%
Estero Municipal Improvement District	12%	12%
Eureka City of	4%	4%
Exeter City of	36%	34%
Fair Oaks Water District	36%	33%
Fairfield City of	20%	20%
Fallbrook Public Utility District	36%	36%
Fillmore City of	28%	28%

¹ Based on REVISED R-GPCD (as reported by 1/1/16) and Climate Adjustment
For more information see Adjustments to Supplier Conservation Standards table

DRAFT Urban Water Supplier Conservation Standard for Extended Emergency Regulation Rulemaking - 2016
Supplier Conservation Standards

Supplier Name	Original Conservation Standard (Released 7/17/15)	DRAFT Adjusted Conservation Standard ¹
Hi-Desert Water District	16%	13%
Hillsborough Town of	36%	36%
Hollister City of	20%	20%
Humboldt Bay Municipal Water District	4%	4%
Humboldt Community Service District	24%	12%
Huntington Beach City of	20%	20%
Huntington Park City of	8%	8%
Imperial, City of	24%	20%
Indian Wells Valley Water District	36%	32%
Indio City of	32%	28%
Inglewood City of	12%	12%
Irvine Ranch Water District	16%	16%
Joshua Basin Water District	28%	20%
Jurupa Community Service District	28%	28%
Kerman, City of	32%	29%
Kingsburg, City of	36%	34%
La Habra City of Public Works	28%	28%
La Palma City of	20%	20%
La Verne City of	32%	32%
Laguna Beach County Water District	24%	24%
Lake Arrowhead Community Services District	16%	13%
Lake Hemet Municipal Water District	28%	28%
Lakeside Water District	20%	20%
Lakewood City of	20%	20%
Lamont Public Utility District	28%	25%
Las Virgenes Municipal Water District	36%	36%
Lathrop, City of	20%	18%
Lee Lake Water District	32%	32%
Lemoore City of	32%	28%
Lincoln City of	32%	29%
Lincoln Avenue Water Company	28%	28%
Linda County Water District	32%	29%
Livermore City of Division of Water Resources	20%	17%
Livingston City of	32%	29%
Lodi City of Public Works Department	32%	30%
Loma Linda City of	32%	32%
Lomita City of	20%	20%
Lompoc City of	12%	12%
Long Beach City of	16%	12%
Los Angeles County Public Works Waterworks District 29	36%	36%
Los Angeles County Public Works Waterworks District 40	32%	28%
Los Angeles Department of Water and Power	16%	16%

¹ Based on REVISED R-GPCD (as reported by 1/1/16) and Climate Adjustment

For more information see Adjustments to Supplier Conservation Standards table

DRAFT Urban Water Supplier Conservation Standard for Extended Emergency Regulation Rulemaking - 2016
Supplier Conservation Standards

Supplier Name	Original Conservation Standard (Released 7/17/15)	DRAFT Adjusted Conservation Standard ¹
Oildale Mutual Water Company	36%	33%
Olivehurst Public Utility District	36%	33%
Olivenhain Municipal Water District	32%	32%
Ontario City of	24%	24%
Orange City of	28%	28%
Orange Vale Water Company	36%	33%
Orchard Dale Water District	12%	12%
Otay Water District	20%	20%
Oxnard City of	12%	12%
Padre Dam Municipal Water District	20%	20%
Palmdale Water District	32%	28%
Palo Alto City of	24%	24%
Paradise Irrigation District	36%	33%
Paramount City of	12%	12%
Park Water Company	8%	8%
Pasadena City of	28%	28%
Paso Robles City of	28%	24%
Patterson City of	28%	25%
Perris, City of	24%	24%
Petaluma City of	16%	16%
Phelan Pinon Hills Community Services District	32%	28%
Pico Rivera City of	16%	16%
Pico Water District	24%	24%
Pinedale County Water District	36%	26%
Pismo Beach City of	24%	24%
Pittsburg City of	20%	20%
Placer County Water Agency	32%	29%
Pleasanton City of	24%	24%
Pomona City of	20%	20%
Port Hueneme City of	8%	8%
Porterville City of	32%	26%
Poway City of	32%	32%
Quartz Hill Water District	36%	32%
Rainbow Municipal Water District	36%	36%
Ramona Municipal Water District	28%	28%
Rancho California Water District	36%	36%
Red Bluff City of	36%	33%
Redding City of	36%	33%
Redlands City of	36%	36%
Redwood City City of	8%	8%
Reedley City of	24%	22%
Rialto City of	28%	28%

¹ Based on REVISED R-GPCD (as reported by 1/1/16) and Climate Adjustment

For more information see Adjustments to Supplier Conservation Standards table

Community Drought Emergency



Recommended Changes for 2016
Drought Action Plan
February 16, 2016

Dan Gallagher
Operations Manager



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

Proposed Changes to Water Use Restrictions

SWRCB Conservation Target: 12% compared to 2013

- Irrigation: limited to three days per week instead of only two days per week, year-round
- More than two days per week is allowed as long as the District can achieve 25% conservation
- Keep the existing limit of 4,480 gallons (6 CCF) per week for residential users

Proposed Changes to Water Use Restrictions

SWRCB Conservation Target: 12% compared to 2013

- Remove the prohibition on filling new pools and spas
- Remove the general prohibition on draining and refilling existing pools and spas
- Remove the requirement that all pools and spas must be covered when not in use
- Prohibit draining and refilling pools and spas as a substitute for performing chemical addition and normal maintenance

Enforcement Program

No proposed changes for 2016

- First violation: \$250 or 10% of 2013 billing for the same period
- Second violation: \$500 or 20% of 2013 billing for the same period
- Third violation: \$1,000 or 40% of 2013 billing for the same period
- Lock-off or flow restrictors for Fourth violations

Conservation Rebate Program

No proposed changes to existing rebates

- \$20,000 budgeted for rebates between March 1 and October 31
- Rebate program ends when the budgeted amount is spent , unless the Board approves an increase in the budget
- Includes toilets, urinals, clothes washers, pool and spa covers, smart irrigation controllers, and lawn replacement

Public Outreach

SWRCB Conservation Target: 12%

- No budgeted expenditures for media based outreach (TV, radio, or newspapers)
- \$10,000 budgeted for direct mailers and bill stuffers
- \$3,000 budgeted for truck magnets, banners, and yard signs
- Staff presentations to City Councils, major customers, community groups, HOA's, etc.

Conservation Assistance

SWRCB Conservation Target: 12%

- \$5,000 budgeted for conducting large landscape audits
- \$2,000 budgeted for water conservation device giveaways
- \$1,000 budgeted for landscape contractor assistance for customers (setting timers and fixing minor problems)

Recycled Water Retrofits

SWRCB Conservation Target: 12%

- \$10,000 budgeted to retrofit potable irrigation sites to use recycled water
- \$5,000 budgeted for backflow and cross connection testing for conversions to recycled water

Residential Recycled Water Fill Stations

SWRCB Conservation Target: 12%

- Keep the WWTP fill station open through at least October 31, using similar hours to 2015
- Open the Dublin Blvd fill station three days per week from June 1 to Sept 30 only
- More discussion on this topic in agenda Item 9E

Diversify Water Sources

SWRCB Conservation Target: 12%

- EBMUD is unable to assist with a water transfer in 2016 due to the depleted condition of their water supply
- Continue with plans to upgrade the District's interties with EBMUD so they are ready for longer term, non-emergency use
- Continue to encourage Zone 7 to diversify their water sources

Questions?





Dublin San Ramon Services District

Summary & Recommendation

Agenda Item 9E

Reference General Manager	Type of Action Budget Amendments	Board Meeting of February 16, 2016
Subject Amend FYE 2016 and FYE 2017 Operating Budgets Related to District Drought Response		
<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 checked="" type="checkbox"/> Verbal <input type="checkbox"/> Presentation <input checked="" type="checkbox"/> Staff J. Archer <input type="checkbox"/> Board Member		

Recommendation:

The General Manager recommends the Board of Directors approve, by Resolution, an increase to the operating budget revenues and expenses of \$145,000 for additional drought related costs that are expected to be incurred between March 1, 2016, and October 31, 2016. The revenue to support this expenditure will be generated by Stage 1 rates as described in the District's Drought Response Action Plan.

Summary:

Continuing the District's Drought Response Action Plan through the summer of 2016 (completing FYE 2016 and extending into FYE 2017) requires the expenditure of additional funds. These funds would cover expenses related to the drought and the corresponding limitations in the water supply (the amount will be funded from the additional revenue projections related to the adoption of a drought rate stage. If for some reason the funds generated by the drought rate stage are insufficient to cover the actual expenses incurred, then the difference would be funded from rate stabilization fund reserves. In this way, there will be no continuing or long-term impact on rates.

This action would adjust the operating budget revenues and expenses both by \$145,000 during the period March 1, 2016, through October 31, 2016, spanning portions of FYE 2016 and FYE 2017. The amount would be allocated between the two fiscal years and any unused funds at the end of FYE 2016 would be administratively "rolled" into FYE 2017. The action would take effect on March 1, 2016.

An estimate of the cost of various drought related activities is detailed in Attachment 1.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR D. Gallagher	DEPARTMENT Operations	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 \$145,000 Exp. \$145,000 Rev.	<input checked="" type="checkbox"/> Funding Source A. Water Enterprise (Fund 600) B.		Attachments to S&R 1. Drought Response Action Plan Related Expenditures 2. 3.			

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADJUSTING THE FYE 2016 AND FYE 2017 OPERATING BUDGETS

WHEREAS, with Resolution No. _____ the Board of Directors has updated and extended through October 31, 2016, its declaration of a State of Community Drought Emergency; and

WHEREAS, the District will incur additional operating costs related to its Drought Response Action Plan for 2016, with costs to be funded by revenues generated through the implementation of Stage 1 Water Supply Shortage Rates.

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, that:

1. The FYE 2016 and FYE 2017 operating budgets, account 600.70.70.000.4.427 shall be amended effective March 1, 2016 to include total expenses of \$145,000 (\$72,500 in each fiscal year) necessary for accomplishing the goal of curtailing District water use between March 1, 2016, and October 31, 2016.
2. The FYE 2016 and FYE 2017 revenue budget 600.1.150 shall be amended effective March 1, 2016, to include revenue of \$145,000 derived from the difference between Baseline and Stage 1 Water Supply Shortage Rates between March 1, 2016 and October 31, 2016.
3. Any shortfall between actual drought related expenses and increased revenue between March 1, 2016 and October 31, 2016, will be addressed by the application of the District's Financial Reserves policy (400-15-1) in conjunction with the use of the Water Rate Stabilization fund for this purpose.

Res. No. _____

4. The General Manager is authorized, upon the concurrence of that action by the District Treasurer, to adjust budget amounts between fiscal years by administratively amending the FYE 2016 and FYE 2017 operation budgets 600.70.70.000.427 by increasing one fiscal year's expense budget while decreasing the other fiscal year's expense budget by a like amount and in a manner to cover actual and anticipated additional expenses necessary for accomplishing the goal of curtailing District water use, provided that the \$145,000 aggregate increase in the FYE 2016 and FYE 2017 operation budgets as approved by this resolution for both fiscal years is not exceeded.
5. If such administrative budget adjustment is made, the General Manager shall report that adjustment to the Board of Directors as soon as practicable.

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 16th day of February 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

D.L. (Pat) Howard, President

ATTEST: _____
Nicole Genzale, District Secretary

**Attachment 1 to S& R
Drought Action Plan Related Expenditures**

Note: The anticipated expenses described below do not include any expenses related to a DSRSD water transfer. Any expenses related to a DSRSD water transfer would be the subject of a separate budget adjustment.

ANTICIPATED EXPENDITURES	
1	Enhanced Rebate Program, including lawn removal
2	Landscape Contractor Assistance Program
3	Wise Water User Credit Rebates
4	Restock water conservation devices
5	WWTP and Dublin Blvd Recycled Water fill station operating expenses
6	Contract services – back flow testing (RW conversions)
7	Recycled Water Retrofit Costs
8	Contractor Services (Large landscape audits for irrigation customers)
9	Signage {Fill station, DO, lawn signs (recycled and drought), truck magnets}
10	Public Outreach (Radio / TV advertising)
11	Public Outreach (Printing and mailings)
12	Public Outreach (School Education materials)
	TOTAL <u>\$145,000</u>
	NET BUDGET ADJUSTMENT (ROUNDED) \$145,000



Dublin San Ramon Services District

Summary & Recommendation

Agenda Item 9F

Reference Engineering Services Manager	Type of Action Receive Presentation/Refer to Committee	Board Meeting of February 16, 2016
Subject Referral of Status Update of the Water Master Plan and Water Capacity Reserve Fee Study to the Finance and Personnel Committee		
<input type="checkbox"/> Motion <input type="checkbox"/> Minute Order <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Informational <input type="checkbox"/> Other		
REPORT:	<input checked="" type="checkbox"/> Verbal <input type="checkbox"/> Presentation <input checked="" type="checkbox"/> Staff	D. McIntyre <input type="checkbox"/> Board Member

Recommendation:

The Engineering Services Manager recommends that the Board of Directors refer an update on the status of the Water Master Plan and the Water Capacity Reserve Fee Study to the Finance and Personnel Committee and schedule a date for the Committee to meet.

Summary:

Strategic Goal 1.05 is to “Integrate Master Plans with Fee Setting for Capacity Rights.” Moreover, Strategic Work Plan Task #1.05.01 is to “Update Water Capacity Reserve Fee Study in conjunction with the update to the Water Master Plan.” Staff are continuing to complete a 2016 Water Master Plan Update and a 2016 Water Capacity Reserve Fee Study. Final versions of these documents are anticipated to be brought to the Board for approval in April or May.

Staff recommends that the Board’s Finance and Personnel Committee receive an update on the progress on the Water Master Plan Update and the Water Capacity Reserve Fee Study. This will provide the Committee with some contextual background before the preliminary results of the Water Capacity Reserve Fee Study are shared with the development community prior to final Board consideration.

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



Dublin San Ramon Services District

Summary & Recommendation

Agenda Item 9G

Reference Engineering Services Manager	Type of Action Discuss and Provide Direction	Board Meeting of February 16, 2016
Subject Discuss Tri-Valley Water Policy Roundtable Activities on Water Reliability and Advanced Water Recycling		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Informational	<input type="checkbox"/> Other

REPORT:	<input checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Staff	D. McIntyre	<input type="checkbox"/> Board Member
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Recommendation:

The Engineering Services Manager recommends the Board of Directors discuss the February 11, 2016 Tri-Valley Water Policy Roundtable #6 meeting and provide appropriate direction.

Summary:

In the face of 2014's worsening drought, the agencies of the Tri-Valley agreed to conduct a series of Water Policy Roundtables to discuss water policy issues of concern in the Tri-Valley. The Tri-Valley Water Policy Roundtable Committee consists of elected (or corporate) officials of the following agencies (and investor owned utility): DSRSD, City of Pleasanton, City of Dublin, City of San Ramon, Zone 7 Water Agency, California Water Service Company, and City of Livermore. Six meetings have been held. At the most recent meeting on February 11th, the Roundtable Committee received a report on Zone 7's 2015 Water Supply Evaluation, received a presentation on public support for a potable reuse project based on a public research survey, and received a recommendation on a potential Joint Potable Reuse Feasibility Study. Staff will provide additional details at the Board meeting.

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



Dublin San Ramon Services District

Summary & Recommendation

Agenda Item 9H

Reference Engineering Services Manager	Type of Action Receive Presentation and Discuss	Board Meeting of February 16, 2016
Subject Discuss Update on California WaterFix Project		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
REPORT: <input checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Staff

Recommendation:

The Engineering Services Manager recommends the Board of Directors receive a verbal report from staff on the California WaterFix and discuss the information presented.

Summary:

The District currently receives about two-thirds of its water supply through the Delta and the State Water Project via Zone 7. The balance of the District's water supply is locally collected surface water from Lake Del Valle received via Zone 7, recycled water, and a modest independent Groundwater Pumping Quota. Environmental and regulatory issues affecting the Delta reduced the available flow from the Delta beginning in 2008. The recent Great Drought, particularly in 2014, further highlighted the long-term uncertainty of the Tri-Valley's water supply from the State Water Project. In response, the Board adopted in October 2015 a new Water Supply, Storage, Conveyance, Quality and Conservation policy which set a long-term goal of reducing the District's reliance on any one source (such as the Delta/State Water Project) to no more than 40% of its total water portfolio. This long-term objective is to be advanced in partnership with other Tri-Valley agencies through options that might include potable re-use, expansion of recycled water, desalination, and other surface water supplies not directly connected to the vulnerable Delta.

Zone 7 has completed a 2015 Water Supply Evaluation Update which notes that implementation of a fix to the deteriorating Delta situation is essential to the reliability of the Tri-Valley's long-term water supply. This Delta fix is a twin tunnel bypass project which is now known as the "California WaterFix." Given the uncertainties of the project being implemented by the Department of Water Resources in a timely manner, Zone 7's Water Supply Evaluation looks at two different timing scenarios: 2028 and 2040. If the California WaterFix is delayed until 2040 (or later), and the Delta environmental and permitting situation deteriorates further, Zone 7 will not be able to meet its adopted Water Reliability Policy goals in the absence of alternative water supplies such as potable reuse and/or desalination.

A background memo on key issues and challenges to implementation of the California WaterFix from Assistant General Counsel Bob Maddow is attached for reference. Given the challenges, Mr. Maddow concludes that a delay in implementation of the California WaterFix is likely and consistent with the timeline in the more pessimistic scenario evaluated by Zone 7's Water Supply Evaluation.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR D. McIntyre	DEPARTMENT Engineering Services	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. Memo from Robert Maddow 2. Water Supply, Storage, Conveyance, Quality and Conservation policy			

February 8, 2016

MEMO TO: John Archer, General Manager, DSRSD
FROM: Robert B. Maddow, Assistant General Counsel
SUBJECT: California WaterFix Project – Status Update

You requested a brief update on the current status of the Delta water conveyance project now known as California WaterFix (“CWF”). This memorandum attempts to set forth a broad summary of where the various elements of all project planning and permitting efforts that are now under way, but without covering all project aspects or providing all of the available detail on any of the topics that are discussed.

BACKGROUND: CWF is the current version of what for several years was known as the Bay Delta Conservation Plan (“BDCP”). The BDCP was intended to address the co-equal statutory goals of improving the reliability of water supplies drawn from the Delta and simultaneously restoring the Delta ecosystem. The BDCP was intended to qualify for 50-year regulatory approval under the federal and state Endangered Species Acts (in an effort to allow water export contractors to have at least 50 years of reliability assurance), to build a large cross-Delta water conveyance tunnel system and related facilities, and to restore over 110,000 acres of ecological habitat for various species of plants and animals. A 41,000+ page Draft EIR/EIS was prepared in 2013, and over 12,000 comments were received in 2014.

On April 30, 2015, the Governor announced that BDCP was being truncated into CWF, and that ecosystem restoration was being separated from the tunnels project. The principal differences are that CWF will only seek 25-year regulatory approvals, thereby resulting in less certainty about water supply reliability, and the ecosystem restoration efforts will be scaled back and pursued in a separate undertaking. A partially recirculated environmental document for the tunnels project was issued in the summer of 2015, and comments were received through October. The Department of Water Resources (“DWR”) is vigorously pursuing the project, in hopes of being able to complete the environmental process and at least some of the permitting by the summer of 2016, and then approve the project.

KEY ISSUES:

ENVIRONMENTAL ANALYSIS: With the large number of comments on the environmental analyses to date, it is virtually inevitable that there will be lawsuits challenging the final analysis used to support the eventual project approval step that DWR will take. One of the principal themes of many of the more serious comments was that the manner in which the project will be operated has never been disclosed, and therefore the complete range and extent of environmental impacts of the project cannot be determined.

PROJECT BENEFITS: In view of the uncertainties about environmental effects and project operations, the CWF project’s beneficiaries cannot yet be clearly determined. State Water Project (“SWP”) contractors like Zone 7 can be expected to receive at least some water supply reliability benefits if the project is approved and implemented, but the detailed nature and scope of those benefits cannot now be predicted.

COSTS: DWR has always asserted that the project beneficiaries will pay the costs of the project, which are currently estimated by various entities to range from \$15 to \$30 Billion dollars. Metropolitan Water District of Southern California is the most vocal supporter of the project and can be expected to be its principal financial backer, and all SWP contractors can be expected to have to pay a share of the costs through the SSWWP water supply contract which they have all signed, but it is not yet known how much any SWP contractors will have to pay. To the extent that some project beneficiaries are agricultural water

California Water Fix Project – Status Update

February 8, 2016

Page 2

distributors – especially Central Valley Project (“CVP”) contractors who buy water from the federal government – there are serious uncertainties about their ability and/or willingness to pay.

PERMITTING: CWF will need many permits and approvals from federal and state regulatory agencies. The biggest hurdle is likely to be the need for Biological Opinions (“BO’s”) from the US Fish and Wildlife Service for non-anadromous fish (like the Delta smelt) and National Marine Fisheries Service for anadromous fish (like salmon, steelhead, and green sturgeon); there are at least 6 species of fish in the Delta region that are listed as endangered or threatened. The initial Biological Assessment (the precursor to the BO’s) was recently completed, leading to formal consultation between the Services and the US Bureau of Reclamation (and DWR). That process will be of unknown duration, but the current BO’s are the principal determinant of all Delta water operations and exports. The new round of consultation is being undertaken on the heels of receipt of fall 2015 data indicating that only 3% of the winter-run Sacramento River salmon survived due to lack of sufficient flow of cold water, and that all of the listed fish species are at their lowest or near lowest abundance. Effort to preserve the remaining stocks of these listed species will be critical to how the CWF will be permitted to operate.

WATER RIGHTS: CWF will require changing the points at which DWR and the CVP divert water from the Delta. The critical water rights Petition was filed in August, 2015, and formally noticed by the State Water Resources Control Board (“SWRCB”) on October 30. On or about January 5, 2016, 67 formal water rights protests were filed, by a total of over 90 entities and individuals, alleging that they are legal users of water who would be injured if the Petition is granted. EBMUD and CCWD are among the protesting entities, as are numerous water supply entities in the Sacramento Valley and Delta areas, and a host of environmental organizations. More than 20 other persons or entities did not protest the Petition, but indicated they will appear and make policy statements during the hearing – this list includes many SWP contractors, including Zone 7. Evidence and testimony for the hearing is due on March 1, and the hearing is scheduled to start April 7, but numerous procedural concerns were voiced at the prehearing conference on January 28, and the SWRCB is expected to put out a new Order governing the hearing process by mid-February. Despite the strenuous efforts of the SWRCB staff and hearing officers to shorten the amount of time required for the hearing, several experienced water rights practitioners have commented that the hearing could easily last more than 100 days.

There are numerous other details of the CWF project, and of the planning and permitting/approval steps and processes that its proponents must follow, but the summary above addresses many of the critical issues. There is, of course, an enormous political dialog that is also under way with regard to the project, and it is reviving many of the arguments that were made in 1982 as a result of a voter-initiated referendum on legislation that authorized building the Peripheral Canal. Almost 63% of the statewide electorate voted against the Canal – voters in 49 of the 58 counties voted against it, including 95.1% in Alameda and 95.7% in Contra Costa.

Please contact me if you have any questions about any aspect of this memorandum.

RBM

cc: Dan McIntyre
Carl Nelson



Policy

Policy No.:	P300-15-1	Type of Policy:	Operations
Policy Title: Water Supply, Storage, Conveyance, Quality and Conservation			
Policy Description:	Provides guidance for addressing the current water supply challenges		
Approval Date:	10/20/2015	Last Review Date:	2015
Approval Resolution No.:	89-15	Next Review Date:	2019
Rescinded Resolution No.:	57-06	Rescinded Resolution Date:	11/21/2006

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

1. To meet continuously the water demands of existing customers and the needs of new development planned by the Cities of Dublin and San Ramon.
2. To maintain a safe, secure, and reliable water supply and water storage system so that the water supplied continuously meets full customer demands in no less than 85% of calendar years, and that 75% of water supplied continuously meets demands in no less than 99% of calendar years.
3. To diversify the sources of water supply so that no less than 60% of total demand (potable and recycled) is satisfied by local and regional water supplies, and that no more than 40% of total water supply (potable and recycled) comes from any one physical source.
4. To take measures to meet continuously the recycled water demands of DERWA 100% of time, which may include acquiring additional wastewater effluent supplies and/or off-season wastewater effluent storage.
5. Given the uncertainty of consistent water deliveries from the State Water Project, explore in partnership with other Tri-Valley agencies the development of an expanded or additional local water facility to supplement the groundwater basin when flows from the State Water Project are jeopardized.
6. To diversify the transmission system so that there are at least two independent conveyance systems for each water supply source to serve DSRSD's customers, and each conveyance system in concert with local storage facilities has the capacity to convey 70% of maximum day demands for extended periods of time.

Policy No.: P300-15-1**Policy Title:** Water Supply, Storage, Conveyance, Quality and Conservation

7. To actively promote water conservation for commercial and residential customers, with a long-term goal of a permanent system-wide average annual residential potable use of no more than 70-gallons per capita per day.
8. To enhance the quality of the District's water supply.
9. With the exception of brine produced from recycling production, to discharge no treated wastewater to the Bay.
10. To seek grant opportunities and project partners so that the costs to District customers for implementing these policy objectives are acceptable.
11. To ensure that the ultimate beneficiaries of the water supply equitably participate in the funding of the costs associated with the acquisition and delivery of the water supply into the District service area.
12. These policy objectives can best be met through collaboration with the other Tri-Valley water agencies and cities, and regional water agencies.



Dublin San Ramon Services District

Summary & Recommendation

Agenda Item 9I

Reference General Manager	Type of Action Approve Side Letter of Agreements	Board Meeting of February 16, 2016
Subject Amend the Memoranda of Understandings between the District and the Mid-Management Employees Bargaining Unit (MEBU) and the Professional Employees Bargaining Unit (PEBU) for the period December 26, 2011 through December 17, 2017, and for the Confidential Employees Bargaining Unit (CEBU) for the period of December 26, 2011 through April 30, 2018		
<input type="checkbox"/> Motion <input type="checkbox"/> Minute Order <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Informational <input type="checkbox"/> Other		
REPORT:	<input type="checkbox"/> Verbal <input type="checkbox"/> Presentation <input checked="" type="checkbox"/> Staff	J. Archer <input type="checkbox"/> Board Member

Recommendation:

The General Manager recommends the Board of Directors approve, by separate resolutions, amending the Memoranda of Understandings (MOUs) between the District and the Mid-Management Employees Bargaining Unit (MEBU) and the Professional Employees Bargaining Unit (PEBU) for the period December 26, 2011 through December 17, 2017, and for the Confidential Employees Bargaining Unit (CEBU) for the period of December 26, 2011 through April 30, 2018.

Summary:

The existing MOUs between the District and each of the two employee bargaining units (MEBU and PEPU) expire on December 18, 2016, and the CEBU MOU is set to expire on April 30, 2017. The District and employee representatives from MEBU, PEPU and CEBU met and conferred in good faith and reached mutual agreement to extend the MOUs for a period of one (1) calendar year from the existing term end date.

The following terms were extended as a part of the side letter agreement:

- Future Salary Increases: CPI (2017, 0% Floor, No Ceiling)
- Waiver of Health Care (Share the Savings): Included language for Affordable Care Act (ACA) compliance
- Term of Contract: For MEBU and PEPU, set to expire on December 17, 2017; for CEBU, set to expire on April 30, 2018
- (CEBU only): Deferred Compensation (457 Plan) matching provision of 100% up to a maximum of \$2,500 to continue through calendar year 2017 only.

The employee representatives of MEBU, PEPU and CEBU and Interim General Manager have each signed the Side Letter of Agreement respective to each bargaining unit. The final step in implementing the side letter agreements is approval by the District Board.

Committee Review			Legal Review	Staff Review			
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Yes	ORIGINATOR Michelle Gallardo	DEPARTMENT Admin Services	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 Within Budget and provides cost control for future increases <td data-cs="6" data-kind="parent"> <input type="checkbox"/> Funding Source A. B. <p>Attachments to S&R 1. MEBU Side Letter Signed on 1/27/16 2. PEPU Side Letter Signed on 2/3/16 3. CEBU Side Letter Signed on 2/8/16</p> </td> <td data-kind="ghost"></td> <td data-kind="ghost"></td> <td data-kind="ghost"></td> <td data-kind="ghost"></td> <td data-kind="ghost"></td>		<input type="checkbox"/> Funding Source A. B. <p>Attachments to S&R 1. MEBU Side Letter Signed on 1/27/16 2. PEPU Side Letter Signed on 2/3/16 3. CEBU Side Letter Signed on 2/8/16</p>					

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING A SIDE LETTER OF AGREEMENT AMENDING THE MEMORANDUM OF UNDERSTANDING APPLICABLE TO EMPLOYEES IN THE MID-MANAGEMENT EMPLOYEES BARGAINING UNIT (MEBU)

WHEREAS, on December 26, 2011, pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Governing Code Section 3500 et seq., Dublin San Ramon Services District entered into a Memorandum of Understanding (MOU) with the Mid-Management Employees Bargaining Unit (MEBU); and

WHEREAS, this Memorandum of Understanding sets forth the terms and conditions of employment for those classifications represented by MEBU; and

WHEREAS, the District and MEBU have met and conferred as required under the MMBA and reached agreement as to the terms and conditions of employment for a side letter of agreement to amend the MOU as set forth in Exhibit "A," attached hereto and incorporated by reference herein, principally to extend the term through December 17, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, that the Side Letter of Agreement attached hereto as Exhibit "A" is hereby approved, and the Memorandum of Understanding between Dublin San Ramon Services District and the Mid-Management Employees Bargaining Unit is thereby amended to incorporate the modified terms set forth in that Side Letter of Agreement.

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 16th day of February 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

D.L. (Pat) Howard, President

ATTEST: _____

Nicole Genzale, District Secretary

**SIDE LETTER OF AGREEMENT
BETWEEN
DUBLIN SAN RAMON SERVICES DISTRICT
AND
MID-MANAGEMENT EMPLOYEES BARGAINING UNIT**

This side letter of agreement is entered into by the Dublin San Ramon Services District (“District”) and the Mid-Management Employees Bargaining Unit (“MEBU”) with regard to extension of the Memorandum of Understanding dated December 26, 2011 to December 18, 2016.

Whereas, MEBU and the District met and conferred in good faith regarding the terms of a one-year contract extension; and

Whereas, both the District and MEBU have concluded that it would be in the public interest and provide security for the members of MEBU to extend the Parties’ existing MOU by one calendar year.

Now therefore, the parties hereby agree as follows:

1. The Parties hereby agree that the following language replaces the following existing introduction and conclusion sections of the MOU:

“This MOU has been presented to the District Board of Directors as the joint recommendation of the undersigned Parties for salary and employee benefit adjustments for the period commencing December 26, 2011 and ending December 17, 2017.”

“It is mutually agreed that the terms herein are effective on the dates indicated, or where not indicated as of the effective date of this MOU, which shall be December 26, 2011. When not specifically covered in this MOU, the existing unmodified policies, resolutions, rules, regulations and ordinances of the District, shall apply and with the terms of this MOU constitute the wages, hours and working conditions for those employees represented for the period of December 26, 2011 through December 17, 2017.”

2. The Parties hereby agree that the following language replaces the following section A-3 of the MOU:

A-3 Annual Adjustment to Baseline Salary

“Effective the pay periods commencing on the first day of the first pay period of the calendar year for 2012 through 2017, all steps of the Salary range shall be adjusted by the percent change in the CPI Index (Consumer Price Index – All Urban Wage Earners, Not Seasonally Adjusted, San Francisco-Oakland-San Jose, CA, All Items 1982-84=100,

series ID CWURA422SAO) for the twelve (12) month period ending October 31. During the term of the MOU, in the event that CPI is less than 0.0% for the twelve month period ending October 31, the “floor” for CPI shall be 0.0%.”

Example:

Pay Period	PP#	Pay Date	CY
12/12/11 – 12/25/11	27	12/30/11	2011
12/26/11 - 01/08/12	1	01/13/12	2012
01/09/12 - 01/22/12	2	01/30/12	2012

* Effective date of CPI adjustment

3. The Parties hereby agree that the following language replaces the following section 3.1(e) of the MOU:

(e) Waiver of Coverage

A MEBU employee who chooses not to participate in the District-sponsored group health plan through CalPERS and elects Affordable Care Act (ACA) compliant group health insurance coverage elsewhere may elect in writing to forgo medical coverage through the District and receive in cash via the payroll system the monthly amount listed in the table below for the coverage he or she is eligible to receive from the District and in accordance with the Public Employees' Medical and Hospice Care Act Program. Such payment may be made on a monthly or per pay period basis as determined by the District. Said election must be made for the employee as well as his or her dependents.

Eligibility for participation in this program shall be governed by the Guidelines for the Share the Savings Program in the District's Personnel Rules.

It shall be the employee's responsibility to promptly notify Human Resources (HR) if any eligibility condition changes. Any overpayment made to the employee due to their failure to notify HR accordingly will be collected from the employee until the overpayment is fully paid back to the District.

	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016 and subsequent years
Employee	\$266.00	\$235.54	\$205.07	\$174.61	\$144.15
Employee + 1	\$532.00	\$471.07	\$410.15	\$349.22	\$288.29
Employee + family	\$692.00	\$612.75	\$533.50	\$454.25	\$375.00

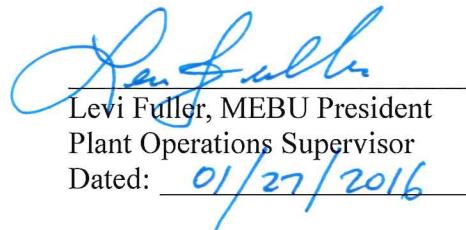
In Witness Whereof, the parties hereto have executed this Side Letter of Agreement, as dated below:

On Behalf of the District:



John Archer
General Manager
Dated: 1/27/16

On behalf of MEBU:



Levi Fuller, MEBU President
Plant Operations Supervisor
Dated: 01/27/2016

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING A SIDE LETTER OF AGREEMENT AMENDING THE MEMORANDUM OF UNDERSTANDING APPLICABLE TO EMPLOYEES IN THE PROFESSIONAL EMPLOYEES BARGAINING UNIT (PEBU)

WHEREAS, on December 26, 2011, pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Governing Code Section 3500 et seq., Dublin San Ramon Services District entered into a Memorandum of Understanding (MOU) with the Professional Employees Bargaining Unit (PEBU); and

WHEREAS, this Memorandum of Understanding sets forth the terms and conditions of employment for those classifications represented by PEBU; and

WHEREAS, the District and PEBU have met and conferred as required under the MMBA and reached agreement as to the terms and conditions of employment for a side letter of agreement to amend the MOU as set forth in Exhibit "A," attached hereto and incorporated by reference herein, principally to extend the term through December 17, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, that the Side Letter of Agreement attached hereto as Exhibit "A" is hereby approved, and the Memorandum of Understanding between Dublin San Ramon Services District and the Professional Employees Bargaining Unit is thereby amended to incorporate the modified terms set forth in that Side Letter of Agreement.

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 16th day of February 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

D.L. (Pat) Howard, President

ATTEST: _____
Nicole Genzale, District Secretary

**SIDE LETTER OF AGREEMENT
BETWEEN
DUBLIN SAN RAMON SERVICES DISTRICT
AND
PROFESSIONAL EMPLOYEES BARGAINING UNIT**

This side letter of agreement is entered into by the Dublin San Ramon Services District (“District”) and the Professional Employees Bargaining Unit (“PEBU”) with regard to extension of the Memorandum of Understanding dated December 26, 2011 to December 18, 2016.

Whereas, PEBU and the District met and conferred in good faith regarding the terms of a one-year contract extension; and

Whereas, both the District and PEBU have concluded that it would be in the public interest and provide security for the members of PEBU to extend the Parties’ existing MOU by one calendar year.

Now therefore, the parties hereby agree as follows:

1. The Parties hereby agree that the following language replaces the following existing introduction and conclusion sections of the MOU:

“This MOU for salary and employee benefit adjustments for the period commencing December 26, 2011 (“Effective Date”) and ending December 17, 2017 (“Term”) was approved by PEBU on February 2, 2016 and by the District Board of Directors on February 16, 2016.”

“It is mutually agreed that the terms herein are effective on the dates indicated or where not indicated, as of the Effective Date of this MOU, which shall be December 26, 2011. When not specifically covered in this MOU, the existing unmodified rules, regulations and ordinances of the District shall apply and, with the terms of this MOU, constitute the wages, hours and working conditions for those employees represented from the Effective Date through December 17, 2017.”

2. The Parties hereby agree that the following language replaces the following section A-3 of the MOU:

A-3 Annual Adjustment To Baseline Salary Effective on the first day of the first pay period of the calendar years 2012 through 2017, all steps of the salary range shall be adjusted by the percent change in the CPI Index (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-San Jose, CA, all items 1982-84 = 100, current series) for the twelve (12) month period of October of the calendar year two years prior to the adjustment and October of the calendar year immediately prior to the adjustment. During the term of the MOU, in the event that CPI is less than 0.0% for the twelve month period ending October 31, the “floor” for CPI shall be 0.0%.

Example:

Pay Period	PP#	Pay Date	CY
12/12/11 – 12/25/11	27	12/30/11	2011
12/26/11 – 01/08/12	1	01/13/12	2012
01/09/12 – 01/22/12	2	01/30/12	2012

* Effective date of CPI adjustment

3. The Parties hereby agree that the following language replaces the following section 5.1(e) of the MOU:

(e) Waiver of Coverage An employee who chooses not to participate in the District-sponsored group health plan through CalPERS and elects Affordable Care Act (ACA) compliant group health insurance coverage elsewhere, may elect in writing to forgo medical coverage through the District and receive in cash via the payroll system the amount listed in the table below for the coverage he/she is eligible to receive from the District and in accordance with the Public Employees' Medical and Hospice Care Act Program. Said election must be made for the employee as well as his or her dependents.

	Monthly Amounts				
	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016 and subsequent years
Employee	\$266.00	\$235.54	\$205.07	\$174.61	\$144.15
Employee + 1	\$532.00	\$471.07	\$410.15	\$349.22	\$288.29
Employee + family	\$692.00	\$612.75	\$533.50	\$454.25	\$375.00

In Witness Whereof, the parties hereto have executed this Side Letter of Agreement, as dated below:

On Behalf of the District:


John Archer
General Manager
Dated: 2/3/16

On behalf of PEBU:


Stan Kolodzie, PEBU President
Associate Civil Engineer-SME
Dated: Feb 3, 2016

RESOLUTION NO. ____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING A SIDE LETTER OF AGREEMENT AMENDING THE MEMORANDUM OF UNDERSTANDING APPLICABLE TO EMPLOYEES IN THE CONFIDENTIAL EMPLOYEES BARGAINING UNIT (CEBU)

WHEREAS, on December 26, 2011, pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Governing Code Section 3500 et seq., Dublin San Ramon Services District entered into a Memorandum of Understanding (MOU) with the Confidential Employees Bargaining Unit (CEBU); and

WHEREAS, this Memorandum of Understanding sets forth the terms and conditions of employment for those classifications represented by CEBU; and

WHEREAS, the District and CEBU have met and conferred as required under the MMBA and reached agreement as to the terms and conditions of employment for a side letter of agreement to amend the MOU as set forth in Exhibit "A," attached hereto and incorporated by reference herein, principally to extend the term through April 30, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, that the Side Letter of Agreement attached hereto as Exhibit "A" is hereby approved, and the Memorandum of Understanding between Dublin San Ramon Services District and the Confidential Employees Bargaining Unit is thereby amended to incorporate the modified terms set forth in that Side Letter of Agreement.

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 16th day of February 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

D.L. (Pat) Howard, President

ATTEST: _____
Nicole Genzale, District Secretary

**SIDE LETTER OF AGREEMENT
BETWEEN
DUBLIN SAN RAMON SERVICES DISTRICT
AND
CONFIDENTIAL EMPLOYEES BARGAINING UNIT**

This side letter of agreement is entered into by the Dublin San Ramon Services District (“District”) and the Mid-Management Employees Bargaining Unit (“CEBU”) with regard to extension of the Memorandum of Understanding dated December 26, 2011 to April 30, 2017

Whereas, CEBU and the District met and conferred in good faith regarding the terms of a one-year contract extension; and

Whereas, both the District and CEBU have concluded that it would be in the public interest and provide security for the members of CEBU to extend the Parties’ existing MOU by one calendar year.

Now therefore, the parties hereby agree as follows:

1. The Parties hereby agree that the following language replaces the following section 1.7 of the MOU:

1.7 Deferred Compensation Incentive

“Through the Term of this MOU only, the District will contribute on behalf of each employee an amount equal to one-hundred percent (100%) of the first \$2,500 that the employee voluntarily contributes to the Employee’s 457 Plan account. Said payment will be made on the same payday as the employee elects to make voluntary contributions to the Plan.

On the last pay date of the calendar year 2017, the District will no longer contribute on behalf of the employee to the Employee’s 457 Plan account.

For CEBU employees actively employed with the District on November 1, 2011, the District will contribute on behalf of each eligible employee a lump sum of \$2,000 into each employee’s 457 Plan account. The deposit will occur on the first pay date of the calendar year 2012 for dissolution of all District contractual obligations prior to January 1, 2012, pertaining to pay for performance in FY2012 and FY2013.”

Example:

Pay Period	PP#	Pay Date	CY	
12/12/11 – 12/25/11	27	12/30/11	2011	
12/26/11 - 01/08/12	1	01/13/12	2012	* Pay date that 457 lump sum will be deposited
01/09/12 - 01/22/12	2	01/30/12	2012	

3. The Parties hereby agree that the following language replaces the following section 4.1(e) of the MOU:

(e) Waiver of Coverage “A CEBU employee who chooses not to participate in the District sponsored group health plan through CalPERS and elects Affordable Care Act (ACA) compliant group health insurance coverage elsewhere, may elect in writing to forgo medical coverage through the District and receive in cash via the payroll system the monthly amount listed in the table below for the coverage he or she is eligible to receive from the District and in accordance with the Public Employees’ Medical and Hospice Care Act Program. Such payment may be made on a monthly or per pay period basis as determined by the District. Said election must be made for the employee as well as his or her dependents.

Eligibility for participation in this program shall be governed by the Guidelines for the Share the Savings Program in the District’s Personnel Rules.”

	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016 and subsequent years
Employee	\$266.00	\$235.54	\$205.07	\$174.61	\$144.15
Employee + 1	\$532.00	\$471.07	\$410.15	\$349.22	\$288.29
Employee + family	\$692.00	\$612.75	\$533.50	\$454.25	\$375.00

3. The Parties hereby agree that the following language replaces the following section 19 “Term” of the MOU:

Section 19. Term “It is mutually agreed that the terms herein are effective on and until the dates indicated below or the dates specifically identified elsewhere in this MOU as those dates may relate to specific provisions. Or where not indicated as of the effective date of this MOU. When not specifically covered in this MOU, the existing unmodified policies, resolutions, rules, regulations and ordinances of the District, shall apply and with the terms of this MOU constitute the wages, hours and working conditions for those employees represented for the period of December 26, 2011 through April 30, 2018.”

4. The Parties hereby agree that the following language replaces the following section A-3 of the MOU:

A-3 Annual Adjustment To Baseline Salary “Effective on the first day of the first pay period of the calendar year 2012 through 2018, all steps of the Salary range shall be adjusted by the percent change in the CPI Index (Consumer Price Index – All Urban Wage Earners, Not Seasonally Adjusted, San Francisco-Oakland-San Jose, CA, All Items 1982-84=100, series ID CWURA422SAO) for the twelve (12) month period of October of the calendar year two years prior to the adjustment and October of the calendar year immediately prior to the adjustment. During the term of the MOU, in the event that CPI is less than 0.0% for the twelve month period ending October 31, the “floor” for CPI shall be 0.0%.”

Example:

Pay Period	PP#	Pay Date	CY
12/12/11 – 12/25/11	27	12/30/11	2011
12/26/11 - 01/08/12	1	01/13/12	2012
01/09/12 - 01/22/12	2	01/30/12	2012

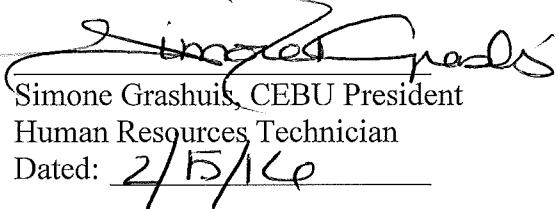
* Effective date of CPI adjustment

In Witness Whereof, the parties hereto have executed this Side Letter of Agreement, as dated below:

On Behalf of the District:


John Archer
General Manager
Dated: 2/8/16

On behalf of CEBU:


Simone Grashuis, CEBU President
Human Resources Technician
Dated: 2/15/16