

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

DEPT: Public Works *10/10/13*

BOARD AGENDA # \*C-2

Urgent  Routine

AGENDA DATE April 8, 2014

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of the Grant Agreement for the Clean Water State Revolving Fund Project No. C-06-7870-10, Agreement No. 13-827-550 from the State Water Resources Control Board for the Planning, Design and Construction of the Parklawn Sewer Project, and Approval to Enter into an Agreement with the City of Modesto for Operation and Maintenance of Constructed Sewer System for the Parklawn Neighborhood

STAFF RECOMMENDATIONS:

1. Authorize the Director of Public Works to sign the Grant Agreement for the Clean Water State Revolving Fund Program (CWSRF) from the State Water Resources Control Board (SWRCB) for the planning, design and construction of the Parklawn Sewer Project.
2. Authorize the Director of Public Works to enter into and sign the Agreement with the City of Modesto for the Operation and Maintenance of the sewer system for the Parklawn Neighborhood.

FISCAL IMPACT:

The costs associated in applying for the SWRCB Grant was funded with County Community Development Funds previously approved by the Board of Supervisor's on April 16, 2013. The Agreement with the City of Modesto was a condition of the grant required by the SWRCB. The grant includes a lump-sum payment of \$1,300,000 to the City of Modesto for the sewer fees for each residential lot within the Parklawn Neighborhood and the base sewer fees at the residential rate for the industrial and commercial lots within the Parklawn Neighborhood. SWRCB has approved a Grant Agreement in the amount of \$4,951,094 to completely fund the final phase of the Parklawn Neighborhood Sewer Project.

BOARD ACTION AS FOLLOWS:

No. 2014-163

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other: This Item was removed from the consent calendar for discussion and consideration.

MOTION: Approved Staff Recommendations Nos. 1-2; and, acknowledged that the payment amount listed in the agenda item to the City of Modesto for connection fees was a typographical error, the correct amount is \$1,596,000 as listed in the agreement with the City of Modesto and attached to the agenda item

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Grant Agreement for the Clean Water State Revolving Fund Project No. C-06-7870-10, Agreement No. 13-827-550 from the State Water Resources Control Board for the Planning, Design and Construction of the Parklawn Sewer Project, and Approval to Enter into an Agreement with the City of Modesto for Operation and Maintenance of Constructed Sewer System for the Parklawn Neighborhood

**FISCAL IMPACT (CONTINUED):**

The final phase of the project includes the construction of 14,475 linear feet of sewer line main, a pump station and the street overlays. This will allow the 326 residential parcels the ability to connect to the City of Modesto's existing public sewer system.

**DISCUSSION:**

The Parklawn neighborhood is an unincorporated, disadvantaged community on the south side of the City of Modesto with 326 parcels that rely on septic tanks for treatment of sewage. The neighborhood is located north of Nelson Way, south of Hatch Road, between Morgan Road to the east and Pearson Avenue to the west.

The primary purpose of the Parklawn Neighborhood Sewer Improvement project is to provide a sewer system to the neighborhood that allows property owners to abandon their existing failing septic tanks and connect to a public sewer system.

Failing septic tanks within the Parklawn neighborhood threaten local water supplies and pose a public health risk. On December 4, 2012 the Board of Supervisors approved to award the construction contract for the first phase of the Parklawn Neighborhood Sewer Improvements in the amount of \$982,551 using federal Community Development Block Grant Funds, and authorized the use of Stanislaus County Community Development Funds for Public Works staff's pursuance of financing options for future phases of the project.

On April 16, 2013 the Board of Supervisors adopted a resolution authorizing the Director of Public Works to apply for, enter into and sign the Financial Assistance Application for the CWSRF from the SWRCB for the planning, design and construction of the second phase of the Parklawn Sewer Project. With this action the County was able to secure a grant in the amount of \$4,951,094. The grant includes 100% loan forgiveness, eliminating the need for the formation of a County Service Area to ensure funding for loan repayment.

The California SWRCB through the CWSRF offers unique financing to communities that qualify. The criteria used to determine this qualification is the median household income (MHI) level. Based on the community MHI, the Parklawn Neighborhood met the criteria for severely disadvantaged communities. This level qualified the community for a 100% principal and interest forgiveness loan.

The SWRCB grant also funds the pre-payment of hook-up fees to the City of Modesto to encourage and speed the process of sewer hookups. The proposed lump-sum payment of \$1,300,000 will cover the sewer fees for each residential lot within the Parklawn Neighborhood

Approval of the Grant Agreement for the Clean Water State Revolving Fund Project No. C-06-7870-10, Agreement No. 13-827-550 from the State Water Resources Control Board for the Planning, Design and Construction of the Parklawn Sewer Project, and Approval to Enter into an Agreement with the City of Modesto for Operation and Maintenance of Constructed Sewer System for the Parklawn Neighborhood

and cover the base sewer fees at the residential rate for the industrial and commercial lots within the Parklawn Neighborhood. The sewer fees being paid include the Outside Service Agreement Fee, the Subtrunk Sewer Fee and the Wastewater Capacity Charge. The homeowners will be required to obtain a County Building Permit to construct the on-site sewer line and abandon the septic systems in accordance with County Standards and then execute the Outside Service Agreement with the City of Modesto.

The State Water Board required that the City and County execute an Agreement as a condition of the grant. The purpose of the Agreement is to set out relationships, time lines, responsibilities and ownerships. The Agreement has been reviewed by all three parties, the City, the County and the State Water Board. Modesto City Council will consider approval of this agreement on the night of April 8, 2014.

The cost to construct the final phase of the Parklawn Neighborhood Sewer Project is estimated at \$4,951,094; the total amount funded by the Grant from the SWRCB. The cost includes the construction cost, change order contingency, construction management and the connection fees. Construction is anticipated to start in June 2014 with the estimated completion in December 2014, it is anticipated that Public Works will bring an item to the Board in late June to adopt plans and specifications and award the construction contract.

**POLICY ISSUES:**

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by building a sewer system that will lower groundwater pollution and ensure clean drinking water by eliminating septic discharge to our ground water.

**STAFFING IMPACT:**

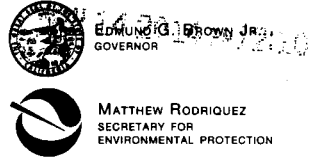
There is no staffing impact associated with this item.

**CONTACT PERSON:**

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

JS:djd

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**State Water Resources Control Board**

May 8, 2014

Mr. Matt Machado  
Director of Public Works  
County of Stanislaus  
1716 Morgan Road  
Modesto, CA 95358

Dear Mr. Machado:

STATE REVOLVING FUND (SRF) SMALL COMMUNITY WASTEWATER GRANT (SCG)  
AGREEMENT FOR THE COUNTY OF STANISLAUS; PROJECT NO. C-06-7870-110,  
AGREEMENT NO. 13-827-550

Your Grant Agreement was fully executed on May 6, 2014. Enclosed is a copy of the executed Agreement for your files.

If you have any questions, please contact me at (916) 341-5715 or by e-mail at [ekawada@waterboards.ca.gov](mailto:ekawada@waterboards.ca.gov).

Sincerely,

A handwritten signature in cursive script that reads "Eva Kawada".

Eva Kawada  
Program Analyst

Enclosure

# SMALL COMMUNITY GRANT



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COUNTY OF STANISLAUS

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



GRANT AGREEMENT

PUBLICLY OWNED TREATMENT WORKS (POTW) CONSTRUCTION FINANCING

PARKLAWN SEWER PROJECT

CLEAN WATER STATE REVOLVING FUND PROJECT NO. C-06-7870-110

AGREEMENT NO. 13-827-550

AMOUNT: \$4,951,094

TERM DATES: START DATE: FEBRUARY 1, 2014; END DATE: DECEMBER 5, 2044

DATED AS OF FEBRUARY 1, 2014

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This Grant Agreement, including all exhibits and attachments hereto, (Agreement) is dated as of the date set forth on the first page of this Agreement, by and between the State Water Resources Control Board, an administrative and regulatory agency of the State of California (State Water Board), and the local government entity identified on the first page of this Agreement, duly organized and existing under the laws of the State of California (Recipient):

WITNESSETH:

WHEREAS, the State of California has authorized the State Water Board to make limited funds available as grants for small, disadvantaged communities pursuant to Section 13477.6 of the Water Code ("CWSRF SCG grants"); and

WHEREAS, the State Water Board has determined that there is a need to provide construction assistance for such projects; and

WHEREAS, the State Water Board is responsible for determining the eligibility of projects for CWSRF SCG grants; and

WHEREAS the Recipient has applied to the State Water Board for financial assistance for the purpose of financing the Project described below, and the State Water Board has reviewed and approved said application; and

WHEREAS the Recipient has or will incur costs incurred in connection with, the planning, design, acquisition, construction, and installation of the Project described in Exhibit A and Exhibit A-FBA hereto; and

WHEREAS on the basis of the Recipient's application and the representations and warranties set forth herein, the State Water Board proposes to assist in financing the costs of the Project, and the Recipient desires to participate as a recipient of a CWSRF SCG grant, upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

Unless otherwise specified, each capitalized term used in this Agreement (including the Exhibits hereto) has the following meaning:

"Agreement" means this Grant Agreement, dated as of the date set forth on the first page hereof, by and between the State Water Board and the Recipient, including all exhibits and attachments hereto.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Authorized Representative" means the duly appointed representative of the Recipient. For all authorized representatives, a certified original of the authorizing resolution that designates the authorized representative, by title, must accompany the first disbursement request, and any other documents or requests required or allowed under this Agreement.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete.

"CWSRF SCG" means the State Water Pollution Control Revolving Fund Small Community Grant Fund.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the CWSRF SCG.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period hereafter selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees or equipment for construction of the Project.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Material Event" means any of the following events: (a) revenue shortfalls; (b) unscheduled draws on the Enterprise Fund; (c) substitution of insurers, or their failure to perform; (d) adverse water quality findings by the Regional Water Quality Control Board; or (e) litigation related to the Revenues or to the Project, whether pending or anticipated.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," dated May 7, 2013.

"Project" means the Project financed by this Agreement as described in Exhibit A and Exhibit A-FBA and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance from the CWSRF SCG, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under generally accepted accounting principles, plus capitalized interest.

"Project Funds" means funds disbursed by the State Water Board to the Recipient for purposes of this Agreement.

"Recipient" means the recipient of Project Funds, as identified on the front page of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with generally accepted accounting principles, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board, an administrative and regulatory agency of the State of California.

"System" means all wastewater collection, transport, treatment, storage, and disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

#### 1.2 Exhibits and Appendices Incorporated.

All exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement.

### ARTICLE II REPRESENTATIONS, WARRANTIES, AND COMMITMENTS

The Recipient represents and warrants the following as of the date set forth on the first page hereof and continuing thereafter for the term of the Obligation.

#### 2.1 General Recipient Commitments.

The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance.

#### 2.2 Small Community Eligibility.

The Recipient certifies that it is a governmental entity with a population of less than 20,000, a community median household income of less than 80 percent of statewide median household income, and rates for wastewater of at least 2.0% of community median household income effective no later than Project Completion.

#### 2.3 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

#### 2.4 Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the first page hereof.

#### 2.5 Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the financial condition or operations of the System and/or the Project other than as described in Exhibit D hereto.

## 2.6 Solvency.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. As of the date set forth on the first page hereof, Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. Recipient is able to pay its debts as they become due.

## 2.7 Legal Status.

Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.

## 2.8 Financial Statements.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with generally accepted accounting principles or other accounting standards reasonably approved by the State Water Board. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

## 2.9 Completion of Project.

The Recipient agrees to expeditiously proceed with and complete construction of the Project in substantial accordance with Exhibit A and Exhibit A-FBA.

## 2.10 Project Completion Report.

The Recipient shall submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Quality Control Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must address the following:

- (a) describe the Project,
- (b) describe the water quality problem the Project sought to address,
- (c) discuss the Project's likelihood of successfully addressing that water quality problem in the future, and
- (d) summarize compliance with environmental conditions, if applicable.

Where the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

## 2.11 Award of Construction Contracts.

- (a) The Recipient agrees to award the prime construction contract no later than the date specified in Exhibit A.
- (b) The Recipient agrees to promptly notify the Division in writing both of the award of the prime construction contract for the Project and of Initiation of Construction of the Project. The Recipient agrees to make all reasonable efforts to complete construction in substantial conformance with the terms of the contract by the Completion of Construction date established

in Exhibit A. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. The Recipient shall deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date. The Division will not unreasonably deny such a timely request, but the Division will deny requests received after this time.

## 2.12 Notice.

The Recipient agrees to notify the Division in writing within 5 days of the occurrence of the following:

- (a) Non payment related defaults, if material;
- (b) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
- (c) Rating changes on tax-exempt bonds, if any;
- (d) Bankruptcy, insolvency, receivership or similar event of the Recipient;
- (e) Actions taken in anticipation of filing Chapter 9, as required under state law;
- (f) Any litigation pending or threatened against Recipient regarding its wastewater capacity or its continued existence, circulation of a petition to challenge rates, consideration of dissolution, or disincorporation, or any other material threat to the Recipient's Revenues;
- (g) Other Material Events;
- (h) Change of ownership of the Project or change of management or service contract for operation of the Project.

The Recipient agrees to notify the Division promptly of the following:

- (a) Any substantial change in scope of the Project. The Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change;
- (b) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (c) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more beyond the estimated date of Completion of Construction previously provided to the Division;
- (d) Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during construction of the Project, the Recipient agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the Division;
- (e) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This

notification is in addition to the Recipient's obligations under the federal Endangered Species Act;

- (f) Any monitoring, demonstration, or other implementation activities such that the State Water Board and/or Regional Water Quality Control Board staff may observe and document such activities;
- (g) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division; or
- (h) Completion of Construction of the Project, and actual Project Completion.

#### 2.13 Project Access.

The Recipient agrees to ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Obligation. The Recipient acknowledges that, except for a subset of archeological records, the Project records and locations are public records, including all of the submissions accompanying the application, all of the documents incorporated by Exhibit A, and all reports, disbursement requests, and supporting documentation submitted hereunder.

#### 2.14 Project Completion; Initiation of Operations.

Upon Completion of Construction of the Project, the Recipient agrees to expeditiously initiate Project operations.

#### 2.15 Continuous Use of Project; Lease or Disposal of Project.

The Recipient agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all or any portion of all remaining funds covered by this Agreement with interest.

#### 2.16 Reports.

- (a) Quarterly Reports. The Recipient agrees to expeditiously provide status reports no less frequently than quarterly, starting with the execution of this Agreement. At a minimum the reports will contain the following information:
  - a summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
  - a description of compliance with environmental requirements;
  - a listing of change orders including amount, description of work, and change in contract amount and schedule;
  - any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

- (b) As Needed Reports. The Recipient agrees to expeditiously provide, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the CWSRF SCG Program or to fulfill any reporting requirements of the federal government.

#### 2.18 Records.

- (a) Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Recipient agrees to:
  - (1) Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
  - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
  - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs;
  - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
  - (6) If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding.
- (b) The Recipient shall be required to maintain separate books, records and other material relative to the Project. The Recipient shall also be required to retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this project for a minimum of thirty-six (36) years after Project Completion. The Recipient shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

#### 2.19 Audit.

- (a) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.



(b) Audit disallowances will be returned to the State Water Board.

## 2.20 Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following color logos (available from the Division) and the following disclosure statement:



“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.”

The Project sign may include another agency's required promotional information so long as the above logo and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use. (Gov. Code § 7550, 40 CFR § 31.20.)”

## ARTICLE III FINANCING PROVISIONS

### 3.1 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys in the CWSRF SCG made available pursuant to this Agreement.

### 3.2 Disbursement of Project Funds; Availability of Funds.

- (a) Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:
- (1) Upon execution and delivery of this Agreement, the Recipient may request immediate disbursement of any eligible incurred planning and design allowance as specified in Exhibit B from the Project Funds through submission to the State Water Board of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed.
  - (2) The Recipient may request disbursement of eligible construction and equipment costs consistent with budget amounts referenced in Exhibit B. (Note that this Agreement will be amended to incorporate Final Budget Approval.)

- (3) Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of status reports due under Section 2.16 above.
  - (4) The Recipient agrees that it will not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request.
  - (5) Recipient shall spend Project Funds within 30 days of receipt. Any interest earned on Project Funds shall be reported to the State Water Board and may be required to be returned to the State Water Board or deducted from future disbursements.
  - (6) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
- (b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other agency. If any disbursements due the Recipient under this contract are deferred because sufficient funds are unavailable, such disbursement will be made to the Recipient when sufficient funds do become available.

### 3.3 Withholding of Disbursements.

The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:

- (a) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement;
- (b) The Recipient fails to maintain reasonable progress toward completion of the Project; or
- (c) The Recipient fails to comply with section 5103 of the Water Code, where applicable.

### 3.4 Service Agreement.

The Recipient agrees and covenants that it shall establish and maintain or shall have established an agreement with the City of Modesto to provide service to the Project area.

### 3.5 Financial Management System and Standards.

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law

or the terms of this Agreement. To the extent applicable, the Recipient agrees to be bound by, and to comply with, the provisions and requirements of the federal Single Audit Act of 1984, Office of Management and Budget (OMB) Circular No. A-133, and updates or revisions, thereto. (Pub. L. 98-502.)

### 3.6 Accounting and Auditing Standards.

The Recipient will maintain separate Project accounts in accordance with generally accepted accounting principles. The Recipient shall comply with "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" promulgated by the U.S. General Accounting Office. (40 CFR § 35.3135, subd. (I).)

### 3.7 Federal or State Assistance.

If federal or state funding for Project Costs is made available to the Recipient from sources other than the this Grant Agreement, the Recipient may retain such funding up to an amount which equals the Recipient's local share of Project Costs. To the extent allowed by requirements of other funding sources, any funding received in excess of the Recipient's local share, not to exceed the total amount of the financing assistance, shall be remitted to the State Water Board.

### 3.8 No Sale, Lease or Private Operation of the Project.

The Project will not be sold or otherwise disposed of, in whole or in part, to any person who is not a Governmental Unit during its useful life. The Project will not be leased to any person or entity that is not a Governmental Unit during its useful life. The Recipient will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered (to the extent of its reasonable control) with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts.

### 3.9 No Disposition of Financed Property.

The Recipient expects to transfer Project ownership to the City of Modesto. The Recipient shall ensure that the City of Modesto does not transfer Project ownership during its useful life.

## ARTICLE IV MISCELLANEOUS PROVISIONS

### 4.1 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

### 4.2 State Reviews and Indemnification.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or

any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the discharge of the Recipient's Obligation hereunder.

#### 4.3 Termination; Immediate Repayment; Interest.

- (a) This Agreement may be terminated by written notice at any time, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to amounts disbursed hereunder, with interest, and any penalty assessments due. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date of full repayment by the Recipient.

#### 4.4 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State under this Agreement.

#### 4.5 Prevailing Wages.

The Recipient agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

#### 4.6 Timeliness.

Time is of the essence in this Agreement.

#### 4.7 Governing Law.

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

#### 4.8 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

#### 4.9 Bonding.

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$20,000.00.

#### 4.10 Compliance with Law, Regulations, etc.

- (a) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:
  - (1) Comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement;
  - (2) Comply with the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," dated May 7, 2013.

#### 4.11 Conflict of Interest.

The Recipient certifies that it is in compliance with applicable state conflict of interest laws.

#### 4.12 Disputes.

- (a) An applicant or recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. An applicant or recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient shall continue with the responsibilities under this Agreement during any dispute.

#### 4.13 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

#### 4.14 Non-Discrimination Clause.

- (a) During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- (b) The Recipient, its contractors, and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

#### 4.15 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

#### 4.16 Operation and Maintenance; Insurance.

The Recipient agrees to ensure that the Project is sufficiently and properly staffed, operated and maintained during its useful life in accordance with all applicable state and federal laws, rules and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens.

#### 4.17 Permits, Subcontracting, and Remedies.

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins.

#### 4.18 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

#### 4.19 Related Litigation.

Under no circumstances may a Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.

#### 4.20 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

#### 4.21 State Water Board Action; Costs and Attorney Fees.

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

#### 4.22 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

#### 4.23 Useful Life.

The economic useful life of the Project, commencing at Project Completion, is at least thirty years.

4.24 Venue.

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

4.25 Waiver and Rights of the State Water Board.


Any waiver of rights by the State Water Board with respect to a default or other matter arising under the Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

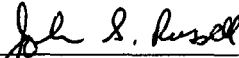


IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**COUNTY OF STANISLAUS**

By:   
Name: Matt Machado  
Title: Director of Public Works  
Date: 4/11/14

**STATE WATER RESOURCES CONTROL BOARD:**

By:   
Name: John S. Russell  
Title: Acting Deputy Director  
Division of Financial Assistance  
Date: 5/6/14

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

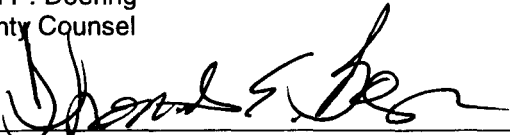
By:   
Name: Thomas E. Boze  
Title: Deputy County Counsel  
Date: 4/11/2014

EXHIBIT A – SCOPE OF WORK & INCORPORATED DOCUMENTS

1. The Recipient agrees to start construction no later than the **estimated** date of **June 2, 2014**.
2. The **estimated** Completion of Construction date is hereby established as **December 5, 2014**.
3. The Recipient agrees to ensure that its final Request for Disbursement is received by the Division no later than six months after Completion of Construction date, unless prior approval has been granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
4. The Project, commonly known as **Parklawn Sewer Project** generally consists of **connecting 326 residential parcels to the City of Modesto's existing public sewer system and will install approximately 14,475 linear feet of sewer main, a pump station, and street overlays**, as more particularly described in the financial assistance application of the Recipient and the accepted plans and specifications for the Project, if any.
5. Incorporated by reference into this Agreement are the following documents:
  - (a) the Final Plans & Specification, which are the basis for the construction contract to be awarded by the Recipient (Agreement will be amended to incorporate such document);
  - (b) the Waste Discharge Requirement Order No. **R5-2012-0031** and National Pollutant Discharge Elimination System Permit No. **CA0079103**; and
  - (c) the Recipient's Authorized Representative Resolution No. **2013-152** dated **April 16, 2013**.
6. Scope of Work.

The Parklawn neighborhood is made up of 326 residential properties and approximately 1,500 residents that are currently using septic systems. The community's old and failing septic systems have been causing health and safety problems for the entire neighborhood. The untreated sewage from faulty septic systems threatens public health, drinking water supply, and the groundwater quality of the San Joaquin Valley Groundwater basin, Modesto Sub-basin. The failing leach lines can potentially affect the structural integrity of building foundations and the failing septic systems can cause sewage to backup into homes leading to health problems for residents.

The Project will connect the Parklawn neighborhood, approximately 326 residential parcels, to the City of Modesto's existing public sewer system. The Project will install approximately 14,475 linear feet of sewer main, a pump station, and street overlays. The recipient estimates that they will need approximately 1,898 feet of pipe for force main and other pressure systems and 8,150 feet of pipe for laterals.

The project will improve the sewage conditions in the Parklawn community. It will correct health threats posed as a result of the failing septic systems which have the potential to contaminate ground and surface water, create environmental health hazards, and pose direct health threats to residents.

EXHIBIT B – PROJECT FINANCING AMOUNT

1. Estimated Reasonable Cost. The estimated reasonable cost of the total Project, including associated planning and design costs, is **four million, nine hundred fifty one thousand, ninety four** dollars and no cents (**\$4,951,094.00**).
2. Project Funding. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds in the amount of up to **four million, nine hundred fifty one thousand, ninety four** dollars and no cents (**\$4,951,094.00**).
3. Small Community Grant. Contingent on the Recipient's performance of its obligations under this Agreement, the State Water Board agrees to make a grant of **four million, nine hundred fifty one thousand, ninety four** dollars and no cents (**\$4,951,094.00**) from the fund established in section 13477.6 of the Water Code.
4. The term of this agreement is from **February 1, 2014** to **December 5, 2044**.
5. Budget costs are contained in the Project Cost Table, which is part of Exhibit A-FBA. (This Agreement will be amended to incorporate this Exhibit.)

Construction costs and disbursements are not available until after this Agreement has been amended to incorporate Exhibit A-FBA.

Any construction expenses incurred by the Recipient prior to such amendment of this Agreement are at the Recipient's risk. Failure to begin construction according to the timelines set forth in Exhibit A will require the Recipient to repay to the State Water Board all disbursed Project Funds, including Allowances.

EXHIBIT C — SPECIAL CONDITIONS

Recipient agrees to perform the following special conditions:

Program Special Condition as follows:

- The Recipient shall conduct public outreach, including (a) generating and mailing at least one community-wide informational flyer about private hook-ups, (b) attending at least one Parklawn United Neighbors general meeting quarterly to present relevant information and perform questions and answers, and (c) providing at least one “one-stop shop” way for residents to hook up to the sewer; and
- Upon Completion of Construction, the Recipient shall submit a quarterly report on the number of homes that are connected and the outreach that the Recipient has done to encourage residents to connect. The reports shall show that the Recipient is making their best effort to have approximately 50 percent of the homes connected one year after Completion of Construction. The recipient shall submit these quarterly reports until at least 50 percent of the homes are connected.

Financial Special Condition as follows:

- The State Water Board will make no disbursements under this Agreement until the Recipient has provided a copy of the signed agreement between the Recipient and the City of Modesto satisfactory to the Division and an updated counsel opinion.

EXHIBIT D – MATERIAL LITIGATION, INVESTIGATIONS, AUDITS

Not applicable.

**PARKLAWN SEWER PROJECT  
AGREEMENT**

This Agreement ("Agreement") is entered into between City of Modesto ("City") and Stanislaus County ("County"). (The City and County are collectively referred to herein as "The Parties".)

**RECITALS**

WHEREAS, the Parklawn Community is an unincorporated, disadvantaged community located north of Nelson Way, south of Hatch Road and between Morgan Road and Pearson Avenue with 326 parcels that rely on septic systems constructed in the 1940's for treatment of sewage ("Parklawn");

WHEREAS, the Parklawn community's septic systems are failing and pose a threat to the public health and ground water; and

WHEREAS, the City owns and operates a sanitary sewer system adjacent to Parklawn and is willing to provide sewer services to the Parklawn community;

WHEREAS, County has approved plans for the construction of a sanitary sewer system for the Parklawn Community (the "Parklawn Sewer System" or the "Project"), which will be connected to the City of Modesto's sewer system, and

WHEREAS, on September 20, 2012, the City approved the Project plans and specifications; and

WHEREAS, County has constructed and the City has inspected the first phase (Phase 1) of the Project; and

WHEREAS, the State Water Resources Control Board ("SWRCB") has conditionally approved County's application for Clean Water State Revolving Fund Program grant funds and has or will enter into "Grant Agreement" for 100% financing through the Clean Water State Revolving Fund to complete construction of the Project (the "Grant"); and

WHEREAS, the Parties have agreed that upon completion of the project the County will transfer ownership of the Parklawn Sewer System to the City and the City will maintain and operate the Project; and

WHEREAS, the terms of the Grant require certain continuing obligations with respect to the Project; and

NOW THEREFORE, the parties agree as follows:

## **AGREEMENT**

1. **Recitals.** The above Recitals and are incorporated hereto as though fully set forth herein.
2. **Scope of Work.** The Parties agree that the construction of the Project improvements will conform to the plans and specifications approved by the County on September 20, 2012. The Parties will jointly inspect the construction of the Project.
3. **County's Costs.** County will design and construct the Project to the City's specifications at no cost to the City.
4. **City's Costs.** City will inspect the Project during construction for conformance with the plans and specifications and for conformance with City standards. County will reimburse City its costs of inspection, including, but not limited to submittal review and Requests for Information.
5. **City Acceptance of the Project.** Upon successful completion of the construction of the Project county will file a notice of completion and submit a copy to the City. County will then adopt a resolution transferring ownership of the Project improvements to the City, contingent upon the City's acceptance of the improvements. Within 60 days of the completion of the final inspection of the Project, City shall accept the County's transfer of ownership of the Project improvements.
6. **Connection Fees.** Upon completion of the improvements, but prior to formal City Council acceptance, County will pre-pay the sewer connection fees for 326 lots as detailed in Attachment A for the Parklawn community. The connection fee for the Project is \$1,596,000, which will satisfy all connection fees related to the 326 lots, including the sewer sub-trunk fee, the Waste Water Capacity Charge and the Outside Service Agreement fee. The commercial and industrial lots within the Parklawn Area are being credited with the residential WWCC and it is understood that depending on the type of use for the business, there may be additional WWCC for these non-residential lots.
7. **Grant Eligibility.** The City certifies that sewer service rates for the Parklawn community are at least 2.0% of the Parklawn community median household income.
8. **Project Access.** The Parties agree to ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have

safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the County's Obligation under the Grant. The Parties acknowledge that, except for a subset of archeological records, the Project records and locations are public records, including all of the submissions accompanying the application, all of the following documents, and all reports, disbursement requests, and supporting documentation submitted under the Grant:

- a. The Final Plans & Specification for the Project, which are the basis for the construction contract to be awarded by the County.
- b. Waste Discharge Requirement Order No. R5-2012-031.
- c. County Board of Supervisor's Resolution No. 2013-152, dated April 16, 2013.

9. Project Completion; Initiation of Operations. Upon Completion of Construction of the Project, the City agrees to expeditiously initiate Project operations.
10. Continuous Use of Project; Lease or Disposal of Project. The City agrees that, except as provided in the Grant, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the State Water Board. Such approval may be conditioned as determined to be appropriate by the State Water Board.
11. As Needed Reports. The Parties agree to expeditiously provide, during the term of Grant, such reports, data, and information as may be reasonably required by the State Water Board, including but not limited to material necessary or appropriate for evaluation of the State Water Pollution Control Revolving Fund Small Community Grant Fund Program or to fulfill any reporting requirements of the federal government.
12. As needed Records. The Parties agree, during the term of Grant, to establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
13. Keeping of Records. The Parties shall maintain separate books, records and other material relative to the Project. The Parties shall also retain such books, records, and other material for themselves and for each contractor or subcontractor who performed work on this project for a minimum of thirty-six (36) years after Project Completion. The Parties shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the Governor, or any authorized representatives of the aforementioned,



and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Parties agree to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Grant. The provisions of this section shall survive the term of this Agreement.

14. Audit. (a) The State Water Board, at its option, may call for an audit of financial information relative to the Project, where the State Water Board determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the audited Party and at the shared cost of the Parties. The audit shall be in the form required by the State Water Board; (b) Audit disallowances will be paid by the responsible party and returned to the State Water Board.
15. Accounting and Auditing Standards. The County and City will maintain separate Project accounts in accordance with generally accepted accounting principles. The City shall comply with "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" promulgated by the U.S. General Accounting Office. (40 CFR § 35.3135, subd. (I).)
16. No Sale, Lease or Private Operation of the Project. The City will not sell or otherwise disposed of, in whole or in part, any portion of the Project to any person who is not a Governmental Unit during its useful life. The Project will not be leased to any person or entity that is not a Governmental Unit during its useful life. The City will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered (to the extent of its reasonable control) with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts. The economic useful life of the Project, commencing at Project Completion, is at least thirty years.
17. Indemnity.
  - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services

pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third-party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.

- b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

18. Amendments. This Agreement may be amended or provisions contained herein may be altered, changed, or amended for the Project only by mutual written agreement signed and approved by the respective approving authorities of City and County. No oral understanding or agreement, not incorporated herein, shall be binding on any of the parties hereto.

19. Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, first-class mail, certified or registered mail return receipt requested, or overnight delivery to the addresses set forth below:

Stanislaus County:  
Matt Machado, Director  
Department of Public Works  
1716 Morgan Road  
Modesto CA 95358

City of Modesto:  
William Wong, Acting Director  
Utility Planning and Projects  
1010 10<sup>th</sup> Street, Suite 4500  
Modesto, California 95354

All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after the notice has been dispatched. The parties may change their respective address by giving notice of such change to the other party in the manner provided in this Section.

20. Necessary Documents. As may become necessary for the construction and delivery of the Parklawn Sewer Project, through City and County cooperation, the Stanislaus County Director of Public Works and City's Authorized Representative are authorized to administer and execute, by mutual written consent, all documents necessary to complete the Parklawn Sewer Project, provided that such actions do not exceed the authority of this Agreement.
21. Enforceable Provisions. Should any of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either of the Parties to enter and carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.
22. Termination. This Agreement may be terminated only by mutual written agreement signed and approved by the respective approving authorities of City and County.
23. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Modesto, has authorized the execution of this Agreement in duplicate by its Mayor under authority of Resolution No. \_\_\_\_\_, adopted by City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and County has authorized the execution of this Agreement in duplicate by the Chairman of the Board under authority of Resolution No. \_\_\_\_\_, adopted by the Board of Supervisors of Stanislaus County on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

County of Stanislaus

City of Modesto

By: \_\_\_\_\_  
Matthew Machado,  
Director Department of Public Works

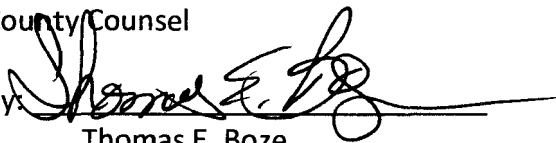
By: \_\_\_\_\_  
William Wong,  
Utility Planning and Projects

APPROVED AS TO FORM:

APPROVED AS TO FORM:

John P. Doering  
County Counsel

Adam Lindgren  
Interim City Attorney

By:   
Thomas E. Boze,  
Deputy County Counsel

By: \_\_\_\_\_  
Roland R. Stevens  
Assistant City Attorney

**ATTACHMENT A  
PARKLAWN SEWER DISTRICT**

APN	LAND USE	# DWELLINGS	ADDRESS	GROSS ACRE	SUBTRUNK FEE*	WWCC**	OSA FEE***	TOTAL FEES DUE	DATE FEES PD	CREDIT FOR NON-RESIDENTIAL LOTS
086-001-003	R	7	1525 Morgan Rd	0.38	244.25	29,485.12	203.00	29,932.37		
086-001-004	C	0	1533 Morgan Rd	0.19	122.12	4,905.00	203.00	TBD		5,230.12
086-001-005	C	0	1537 Morgan Rd	0.19	122.12	4,905.00	203.00	TBD		5,230.12
086-001-006	Industrial <sup>+</sup>	0	1541 Morgan Rd	0.38	244.25	4,905.00	203.00	TBD		5,352.25
086-001-007	Industrial <sup>+</sup>	0	1549 Morgan Rd	0.18	114.72	4,905.00	203.00	TBD		5,222.72
086-001-014	R	1	1632 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-015	R	1	1628 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-016	R	1	1624 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-017	R	1	1620 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-018	R	1	1612 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-019	R	2	1608 Atlantic Dr	0.19	122.13	8,424.32	203.00	8,749.45		
086-001-020	R	1	1604 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-021	R	1	1532 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-022	R	1	1528 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-023	R	1	1524 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-024	R	1	1520 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-025	R	1	1516 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-026	R	1	1512 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-027	R	1	1508 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-028	R	1	1504 Atlantic Dr	0.19	122.13	4,905.00	203.00	5,230.13		
086-001-029	R	1	1536 Midway Ave	0.40	260.64	4,905.00	203.00	5,368.64		
086-001-030	C	0	1557 Morgan Rd	1.32	849.69	4,905.00	203.00	TBD		5,957.69
086-001-031	C	0	1517 Morgan Rd	0.71	457.58	4,905.00	203.00	TBD		5,565.58
086-002-002	R	1	1621 Morgan Rd	0.19	122.11	4,905.00	203.00	5,230.11		
086-002-003	R	1	1625 Morgan Rd	0.342	220.47	4,905.00	203.00	5,328.47		
086-002-004	R	1	1633 Morgan Rd	0.201	129.50	4,905.00	203.00	5,237.50		
086-002-005	R	1	1637 Morgan Rd	0.201	129.50	4,905.00	203.00	5,237.50		
086-002-006	R	1	1641 Morgan Rd	0.201	129.50	4,905.00	203.00	5,237.50		
086-002-007	R	1	1645 Morgan Rd	0.201	129.50	4,905.00	203.00	5,237.50		
086-002-008	R	1	1649 Morgan Rd	0.201	129.50	4,905.00	203.00	5,237.50		

PARKLAWN SEWER DISTRICT

APN	LAND USE	# DWELLINGS	ADDRESS	GROSS ACRE	SUBTRUNK FEE*	WWCC**	OSA FEE***	TOTAL FEES DUE	DATE FEES PD	CREDIT FOR NON-RESIDENTIAL LOTS
086-002-009	R	1	1653 Morgan Rd	0.201	129.50	4,905.00	203.00	5,237.50		
086-002-010	R	2	1657 Morgan Rd	0.201	129.50	8,424.32	203.00	8,756.82		
086-002-011	R	1	1701 Morgan Rd	0.201	129.50	4,905.00	203.00	5,237.50		
086-002-012	R	1	1705 Morgan Rd	0.201	129.50	4,905.00	203.00	5,237.50		
086-002-013	R	1	1709 Morgan Rd	0.201	129.50	4,905.00	203.00	5,237.50		
086-002-014	R	2	1713 Morgan Rd	0.201	129.50	8,424.32	203.00	8,756.82		
086-002-015	R	1	1717 Morgan Rd	0.249	160.60	4,905.00	203.00	5,268.60		
086-002-016	R	1	1716 Atlantic Dr	0.255	164.30	4,905.00	203.00	5,272.30		
086-002-017	R	1	1712 Atlantic Dr	0.207	133.20	4,905.00	203.00	5,241.20		
086-002-018	R	1	1708 Atlantic Dr	0.207	133.20	4,905.00	203.00	5,241.20		
086-002-019	R	1	1704 Atlantic Dr	0.207	133.20	4,905.00	203.00	5,241.20		
086-002-020	R	1	1700 Atlantic Dr	0.207	133.21	4,905.00	203.00	5,241.21		
086-002-021	R	2	1660 Atlantic Dr	0.207	133.20	8,424.32	203.00	8,760.52		
086-002-022	R	2	1656 Atlantic Dr	0.413	266.41	8,424.32	203.00	8,893.73		
086-002-023	R	1	1648 Atlantic Dr	0.207	133.20	4,905.00	203.00	5,241.20		
086-002-024	R	1	1644 Atlantic Dr	0.207	133.21	4,905.00	203.00	5,241.21		
086-002-025	R	1	1640 Atlantic Dr	0.207	133.20	4,905.00	203.00	5,241.20		
086-002-026	R	2	1636 Atlantic Dr	0.366	236.02	8,424.32	203.00	8,863.34		
086-003-001	R	1	1513 Atlantic Dr	0.561	361.68	4,905.00	203.00	5,469.68		
086-003-002	R	1	1517 Atlantic Dr	0.207	133.24	4,905.00	203.00	5,241.24		
086-003-003	R	1	1521 Atlantic Dr	0.207	133.24	4,905.00	203.00	5,241.24		
086-003-004	R	1	1524 Atlantic Dr	0.207	133.24	4,905.00	203.00	5,241.24		
086-003-005	R	2	1529 Atlantic Dr	0.207	133.24	8,424.32	203.00	8,760.56		
086-003-006	R	1	1533 Atlantic Dr	0.207	133.24	4,905.00	203.00	5,241.24		
086-003-007	R	1	1537 Atlantic Dr	0.207	133.24	4,905.00	203.00	5,241.24		
086-003-008	R	1	1601 Atlantic Dr	0.207	133.24	4,905.00	203.00	5,241.24		
086-003-009	R	1	1605 Atlantic Dr	0.207	133.24	4,905.00	203.00	5,241.24		
086-003-010	R	1	1609 Atlantic Dr	0.207	133.24	4,905.00	203.00	5,241.24		
086-003-011	R	1	1613 Atlantic Dr	0.207	133.24	4,905.00	203.00	5,241.24		
086-003-012	R	1	1617 Atlantic Dr	0.207	133.21	4,905.00	203.00	5,241.21		
086-003-013	R	1	1621 Atlantic Dr	0.256	165.07	4,905.00	203.00	5,273.07		

PARKLAWN SEWER DISTRICT

APN	LAND USE	# DWELLINGS	ADDRESS	GROSS ACRE	SUBTRUNK FEE*	WWCC**	OSA FEE***	TOTAL FEES DUE	DATE FEES PD	CREDIT FOR NON-RESIDENTIAL LOTS
086-003-014	R	1	1631 Atlantic Dr	0.203	131.24	4,905.00	203.00	5,239.24		
086-003-015	R	1	1633 Atlantic Dr	0.207	133.21	4,905.00	203.00	5,241.21		
086-003-016	R	1	1637 Atlantic Dr	0.207	133.21	4,905.00	203.00	5,241.21		
086-003-017	R	1	1641 Atlantic Dr	0.207	133.21	4,905.00	203.00	5,241.21		
086-003-018	R	1	1645 Atlantic Dr	0.207	133.21	4,905.00	203.00	5,241.21		
086-003-019	R	1	1701 Atlantic Dr	0.207	133.21	4,905.00	203.00	5,241.21		
086-003-020	R	1	1705 Atlantic Dr	0.207	133.21	4,905.00	203.00	5,241.21		
086-003-021	R	2	1709 Atlantic Dr	0.207	133.21	8,424.32	203.00	8,760.53		
086-003-022	R	1	1713 Atlantic Dr	0.207	133.21	4,905.00	203.00	5,241.21		
086-003-023	R	2	1717 Atlantic Dr	0.303	195.40	8,424.32	203.00	8,822.72		
086-003-024	R	2	1718 Dover St	0.515	332.32	8,424.32	203.00	8,959.64		
086-003-025	R	1	1708 Dover Ave	0.207	133.22	4,905.00	203.00	5,241.22		
086-003-026	R	1	1704 Dover Ave	0.207	133.22	4,905.00	203.00	5,241.22		
086-003-027	R	1	1700 Dover Ave	0.207	133.22	4,905.00	203.00	5,241.22		
086-003-028	R	1	1644 Dover Ave	0.207	133.22	4,905.00	203.00	5,241.22		
086-003-029	R	1	1640 Dover Ave	0.207	133.22	4,905.00	203.00	5,241.22		
086-003-030	R	1	1636 Dover Ave	0.207	133.22	4,905.00	203.00	5,241.22		
086-003-032	R	1	1628 Dover Ave	0.207	133.25	4,905.00	203.00	5,241.25		
086-003-033	R	1	1624 Dover Ave	0.207	133.25	4,905.00	203.00	5,241.25		
086-003-034	R	1	1620 Dover Ave	0.207	133.25	4,905.00	203.00	5,241.25		
086-003-035	R	1	1616 Dover Ave	0.207	133.25	4,905.00	203.00	5,241.25		
086-003-036	R	1	1612 Dover Ave	0.207	133.25	4,905.00	203.00	5,241.25		
086-003-037	R	1	1608 Dover Ave	0.207	133.25	4,905.00	203.00	5,241.25		
086-003-038	R	1	1604 Dover Ave	0.207	133.25	4,905.00	203.00	5,241.25		
086-003-039	R	1	1558 Midway Ave	0.430	277.24	4,905.00	203.00	5,385.24		
086-003-040	R	1	1600 Midway Ave	0.517	333.53	4,905.00	203.00	5,441.53		
086-003-041	R	1	1611 Dover Ave	0.207	133.28	4,905.00	203.00	5,241.28		
086-003-042	R	1	1621 Dover Ave	0.207	133.28	4,905.00	203.00	5,241.28		
086-003-043	R	1	1625 Dover Ave	0.207	133.28	4,905.00	203.00	5,241.28		
086-003-044	R	1	1629 Dover Ave	0.345	222.35	4,905.00	203.00	5,330.35		
086-003-045	R	1	1637 Dover Ave	0.207	133.23	4,905.00	203.00	5,241.23		

PARKLAWN SEWER DISTRICT

APN	LAND USE	# DWELLINGS	ADDRESS	GROSS ACRE	SUBTRUNK FEE*	WWCC**	OSA FEE***	TOTAL FEES DUE	DATE FEES PD	CREDIT FOR NON-RESIDENTIAL LOTS
086-003-046	R	1	1641 Dover Ave	0.207	133.23	4,905.00	203.00	5,241.23		
086-003-047	R	1	1701 Dover Ave	0.207	133.23	4,905.00	203.00	5,241.23		
086-003-048	R	1	1705 Dover Ave	0.207	133.23	4,905.00	203.00	5,241.23		
086-003-049	R	1	1709 Dover Ave	0.207	133.23	4,905.00	203.00	5,241.23		
086-003-050	R	1	1713 Dover Ave	0.207	133.23	4,905.00	203.00	5,241.23		
086-003-051	R	1	1717 Dover Ave	0.310	199.86	4,905.00	203.00	5,307.86		
086-003-053	R	1	1708 Midway Ave	0.245	157.95	4,905.00	203.00	5,265.95		
086-003-054	R	1	1704 Midway Ave	0.245	157.95	4,905.00	203.00	5,265.95		
086-003-055	R	2	1700 Midway Ave	0.245	158.30	8,424.32	203.00	8,785.62		
086-003-056	R	2	1628 Midway Ave	0.231	148.85	8,424.32	203.00	8,776.17		
086-003-057	R	1	1624 Midway Ave	0.219	141.19	4,905.00	203.00	5,249.19		
086-003-058	R	1	1620 Midway Ave	0.351	226.23	4,905.00	203.00	5,334.23		
086-003-059	R	2	1712 Midway Ave	0.245	157.92	8,424.32	203.00	8,785.24		
086-003-060	R	1	1025 Nelson Way	0.366	236.12	4,905.00	203.00	5,344.12		
086-003-061	R	1	1630 Dover Ave	0.316	203.85	4,905.00	203.00	5,311.85		
086-003-062	R	1	1632 Dover Ave	0.185	119.16	4,905.00	203.00	5,227.16		
086-004-007	C	0	924 Hatch Rd	0.19	120.09	4,905.00	203.00	TBD		5,228.09
086-004-008	C	0	Frontage Rd	0.29	187.92	4,905.00	203.00	TBD		5,295.92
086-004-009	R	1	1029 Atlantic Dr	0.509	328.10	4,905.00	203.00	5,436.10		
086-004-010	R	1	1025 Atlantic Dr	0.217	140.27	4,905.00	203.00	5,248.27		
086-004-011	R	1	1021 Atlantic Dr	0.217	140.27	4,905.00	203.00	5,248.27		
086-004-012	R	1	1017 Atlantic Dr	0.217	140.27	4,905.00	203.00	5,248.27		
086-004-013	R	1	1013 Atlantic Dr	0.217	140.27	4,905.00	203.00	5,248.27		
086-004-014	R	1	1009 Atlantic Dr	0.216	139.38	4,905.00	203.00	5,247.38		
086-004-015	R	1	1005 Atlantic Dr	0.211	135.78	4,905.00	203.00	5,243.78		
086-004-016	R	1	1001 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-017	R	1	929 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-018	R	1	925 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-019	R	1	921 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-020	R	1	917 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-021	R	1	913 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		



PARKLAWN SEWER DISTRICT

APN	LAND USE	# DWELLINGS	ADDRESS	GROSS ACRE	SUBTRUNK FEE*	WWCC**	OSA FEE***	TOTAL FEES DUE	DATE FEES PD	CREDIT FOR NON-RESIDENTIAL LOTS
086-004-022	R	1	909 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-023	R	1	905 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-024	R	1	901 Atlantic Dr	0.320	206.08	4,905.00	203.00	5,314.08		
086-004-026	R	1	908 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-027	R	1	912 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-028	R	2	916 Atlantic Dr	0.200	128.79	8,424.32	203.00	8,756.11		
086-004-029	R	1	920 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-030	R	1	924 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-031	R	1	928 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-032	R	1	1000 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-033	R	1	1004 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-034	R	1	1008 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-035	R	1	1012 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-036	R	1	1016 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-037	R	1	1020 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-038	Non-Assessable	1	1022 Atlantic Dr	0.200	128.81	4,905.00	203.00	5,236.81		
086-004-039	R	1	1024 Atlantic Dr	0.311	200.28	4,905.00	203.00	5,308.28		
086-004-040	R	1	1561 Midway Ave	0.359	231.58	4,905.00	203.00	5,339.58		
086-004-041	R	1	1021 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-042	R	1	1017 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-043	R	1	1013 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-044	R	1	1009 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-045	R	1	1005 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-046	R	1	1001 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-047	R	1	929 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-048	R	1	925 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-049	R	0	921 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-050	R	1	917 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-051	R	1	913 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-052	R	0	909 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-004-053	R	1	905 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		

PARKLAWN SEWER DISTRICT

APN	LAND USE	# DWELLINGS	ADDRESS	GROSS ACRE	SUBTRUNK FEE*	WWCC**	OSA FEE***	TOTAL FEES DUE	DATE FEES PD	CREDIT FOR NON-RESIDENTIAL LOTS
086-004-054	R	1	1560 Church Ln	0.320	206.08	4,905.00	203.00	5,314.08		
086-004-055	C	0	908 Hatch Rd	0.67	433.44	4,905.00	203.00	TBD		5,541.44
086-004-057	R	1	904 Atlantic Dr	0.182	117.19	4,905.00	203.00	5,225.19		
086-004-058	R	1	1520 Church Ln	0.337	217.68	4,905.00	203.00	5,325.68		
086-004-059	C	0	920 E. Hatch Rd	0.36	232.44	4,905.00	203.00	TBD		5,340.44
086-004-060	C	0	912 E. Hatch Rd	0.20	129.55	4,905.00	203.00	TBD		5,237.55
086-005-001	R	1	700 E. Hatch Rd	0.310	200.16	4,905.00	203.00	5,308.16		
086-005-002	C	0	704 E. Hatch Rd	0.19	125.09	4,905.00	203.00	TBD		5,233.09
086-005-005	R	1	716 E. Hatch Rd	0.187	120.65	4,905.00	203.00	5,228.65		
086-005-006	C	0	720 E. Hatch Rd	0.19	125.09	4,905.00	203.00	TBD		5,233.09
086-005-007	R	1	724 E. Hatch Rd	0.194	125.09	4,905.00	203.00	5,233.09		
086-005-008	C	0	728 E. Hatch Rd	0.19	125.09	4,905.00	203.00	TBD		5,233.09
086-005-009	C	0	800 E. Hatch Rd	0.19	125.09	4,905.00	203.00	TBD		5,233.09
086-005-012	C	0	812 E. Hatch Rd	0.19	125.09	4,905.00	203.00	TBD		5,233.09
086-005-013	C	0	816 E. Hatch Rd	0.19	125.09	4,905.00	203.00	TBD		5,233.09
086-005-014	C	0	824 E. Hatch Rd	0.50	325.26	4,905.00	203.00	TBD		5,433.26
086-005-015	R	1	825 Atlantic Dr	0.320	206.09	4,905.00	203.00	5,314.09		
086-005-016	R	1	821 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-017	R	1	817 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-018	R	1	813 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-019	R	1	809 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-021	R	1	729 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-022	R	2	725 Atlantic Dr	0.200	128.79	8,424.32	203.00	8,756.11		
086-005-023	R	1	721 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-024	R	1	717 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-025	R	1	713 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-026	R	1	709 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-027	R	1	705 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-028	R	0	1312 Pearson Ave	0.320	206.09	4,905.00	203.00	5,314.09		
086-005-029	R	1	1520 Pearson Ave	0.320	206.09	4,905.00	203.00	5,314.09		
086-005-030	R	1	706 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		

PARKLAWN SEWER DISTRICT

APN	LAND USE	# DWELLINGS	ADDRESS	GROSS ACRE	SUBTRUNK FEE*	WWCC**	OSA FEE***	TOTAL FEES DUE	DATE FEES PD	CREDIT FOR NON-RESIDENTIAL LOTS
086-005-031	R	1	708 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-032	R	1	710 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-033	R	1	712 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-034	R	1	722 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-035	R	1	726 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-036	R	1	728 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-037	R	2	802 Atlantic Dr	0.200	128.79	8,424.32	203.00	8,756.11		
086-005-038	R	1	804 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-039	R	1	808 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-040	R	1	812 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-041	R	1	816 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-042	R	1	820 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-043	R	1	824 Atlantic Dr	0.320	206.09	4,905.00	203.00	5,314.09		
086-005-044	R	1	825 Dover Ave	0.320	206.09	4,905.00	203.00	5,314.09		
086-005-045	R	1	821 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-046	R	1	817 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-047	R	1	813 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-048	R	1	809 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-049	R	1	805 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-050	R	1	801 Dover Ave	0.200	128.80	4,905.00	203.00	5,236.80		
086-005-051	R	1	729 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-052	R	1	725 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-053	R	1	721 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-054	R	1	717 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-055	R	1	713 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-056	R	1	709 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-057	R	1	705 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-058	R	1	701 Dover Ave	0.320	206.09	4,905.00	203.00	5,314.09		
086-005-059	R	1	801 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-060	R	1	733 Atlantic Dr	0.200	128.79	4,905.00	203.00	5,236.79		
086-005-061	C	0	712 E. Hatch Rd	0.37	241.30	4,905.00	203.00	TBD		5,349.30

PARKLAWN SEWER DISTRICT

APN	LAND USE	# DWELLINGS	ADDRESS	GROSS ACRE	SUBTRUNK FEE*	WWCC**	OSA FEE***	TOTAL FEES DUE	DATE FEES PD	CREDIT FOR NON-RESIDENTIAL LOTS
086-005-062	C	0	804 E. Hatch Rd	0.33	213.21	4,905.00	203.00	TBD		5,321.21
086-006-001	R	1	700 Dover Ave	0.320	206.09	4,905.00	203.00	5,314.09		
086-006-002	R	1	704 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-003	R	1	708 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-004	R	1	712 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-005	R	1	716 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-006	R	1	720 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-007	R	1	724 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-008	R	1	728 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-009	R	1	800 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-010	R	1	804 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-011	R	1	808 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-012	R	1	812 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-013	R	1	816 Dover Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-014	C	0	1601 Church Ln	0.52	334.88	4,905.00	203.00	TBD		5,442.88
086-006-015	R	1	825 Watson Ave	0.320	206.09	4,905.00	203.00	5,314.09		
086-006-016	R	1	821 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-017	R	1	817 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-018	R	1	813 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-019	R	2	809 Watson Ave	0.200	128.79	8,424.32	203.00	8,756.11		
086-006-020	R	1	805 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-021	R	1	801 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-022	R	1	727 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-023	R	1	725 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-024	R	1	721 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-025	R	1	717 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-026	R	1	713 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-027	R	1	709 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-028	R	1	703 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-029	R	1	701 Watson Ave	0.320	206.09	4,905.00	203.00	5,314.09		
086-006-030	R	1	700 Watson Ave	0.320	206.09	4,905.00	203.00	5,314.09		

PARKLAWN SEWER DISTRICT

APN	LAND USE	# DWELLINGS	ADDRESS	GROSS ACRE	SUBTRUNK FEE*	WWCC**	OSA FEE***	TOTAL FEES DUE	DATE FEES PD	CREDIT FOR NON-RESIDENTIAL LOTS
086-006-031	R	1	704 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-032	R	1	708 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-033	R	1	712 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-034	R	1	716 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-035	R	1	720 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-036	R	1	724 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-037	R	1	726 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-038	R	1	800 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-039	R	1	804 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-040	R	1	808 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-041	R	1	812 Watson Ave	0.200	128.80	4,905.00	203.00	5,236.80		
086-006-042	R	1	816 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-043	R	1	820 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-044	R	1	824 Watson Ave	0.320	206.09	4,905.00	203.00	5,314.09		
086-006-045	R	1	825 Parklawn Ave	0.320	206.09	4,905.00	203.00	5,314.09		
086-006-046	R	1	821 Parklawn Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-047	R	1	817 Parklawn Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-048	R	1	813 Parklawn Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-049	R	1	809 Parklawn Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-050	R	1	805 Parklawn Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-051	R	1	803 Parklawn Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-052	R	2	801 Parklawn Ave	0.200	128.79	8,424.32	203.00	8,756.11		
086-006-053	R	1	725 Parklawn Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-054	R	1	721 Parklawn Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-055	R	1	717 Parklawn Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-056	R	1	713 Parklawn Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-057	R	1	709 Parklawn Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-058	R	1	705 Parklawn Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-006-059	R	1	701 Parklawn Ave	0.320	206.09	4,905.00	203.00	5,314.09		
086-007-001	R	1	900 Dover Ave	0.320	206.09	4,905.00	203.00	5,314.09		
086-007-002	R	1	904 Dover Ave	0.200	128.80	4,905.00	203.00	5,236.80		

PARKLAWN SEWER DISTRICT

APN	LAND USE	# DWELLINGS	ADDRESS	GROSS ACRE	SUBTRUNK FEE*	WWCC**	OSA FEE***	TOTAL FEES DUE	DATE FEES PD	CREDIT FOR NON-RESIDENTIAL LOTS
086-007-003	R	1	908 Dover Ave	0.200	128.80	4,905.00	203.00	5,236.80		
086-007-004	R	1	912 Dover Ave	0.200	128.80	4,905.00	203.00	5,236.80		
086-007-005	R	1	916 Dover Ave	0.200	128.80	4,905.00	203.00	5,236.80		
086-007-006	R	1	920 Dover Ave	0.200	128.80	4,905.00	203.00	5,236.80		
086-007-007	R	1	924 Dover Ave	0.200	128.80	4,905.00	203.00	5,236.80		
086-007-008	R	1	928 Dover Ave	0.200	128.80	4,905.00	203.00	5,236.80		
086-007-009	R	1	1000 Dover Ave	0.200	128.80	4,905.00	203.00	5,236.80		
086-007-010	R	1	1004 Dover Ave	0.200	128.80	4,905.00	203.00	5,236.80		
086-007-011	R	1	1012 Dover Ave	0.399	257.60	4,905.00	203.00	5,365.60		
086-007-012	C	0	1601 Midway Ave	0.61	395.55	4,905.00	203.00	TBD		5,503.55
086-007-013	R	1	1017 Watson Ave	0.455	293.75	4,905.00	203.00	5,401.75		
086-007-014	R	1	1013 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-007-015	R	1	1009 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-007-016	R	1	1005 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-007-017	R	1	1001 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		
086-007-018	R	1	929 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-007-019	R	1	925 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		
086-007-020	R	1	921 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-007-021	R	1	917 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		
086-007-022	R	1	913 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-007-023	R	1	909 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-007-024	R	1	905 Watson Ave	0.200	128.79	4,905.00	203.00	5,236.79		
086-007-025	R	1	901 Watson Ave	0.320	206.08	4,905.00	203.00	5,314.08		
086-007-026	R	1	900 Watson Ave	0.320	206.08	4,905.00	203.00	5,314.08		
086-007-027	R	1	904 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		
086-007-028	R	1	908 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		
086-007-029	R	1	912 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		
086-007-030	R	1	916 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		
086-007-031	R	1	922 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		
086-007-032	R	1	924 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		
086-007-033	R	1	928 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		

PARKLAWN SEWER DISTRICT

APN	LAND USE	# DWELLINGS	ADDRESS	GROSS ACRE	SUBTRUNK FEE*	WWCC**	OSA FEE***	TOTAL FEES DUE	DATE FEES PD	CREDIT FOR NON-RESIDENTIAL LOTS
086-007-034	R	1	1000 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		
086-007-035	R	1	1004 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		
086-007-036	R	1	1008 Watson Ave	0.200	128.78	4,905.00	203.00	5,236.78		
086-007-037	R	1	1012 Watson Ave	0.502	323.56	4,905.00	203.00	5,431.56		
086-007-038	C	0	1629 Midway Ave	0.33	215.45	4,905.00	203.00	TBD		5,323.45
086-007-039	R	1	1005 Parklawn Ave	0.223	143.86	4,905.00	203.00	5,251.86		
086-007-040	R	1	1001 Parklawn Ave	0.223	143.86	4,905.00	203.00	5,251.86		
086-007-041	R	1	917 Parklawn Ave	0.223	143.85	4,905.00	203.00	5,251.85		
086-007-042	R	1	913 Parklawn Ave	0.229	147.58	4,905.00	203.00	5,255.58		
086-007-043	R	1	909 Parklawn Ave	0.260	167.98	4,905.00	203.00	5,275.98		
086-007-044	R	1	905 Parklawn Ave	0.229	147.61	4,905.00	203.00	5,255.61		
086-007-045	R	1	901 Parklawn Ave	0.359	231.86	4,905.00	203.00	5,339.86		
086-008-002	R	1	916 Parklawn Ave	0.586	377.65	4,905.00	203.00	5,485.65		
086-008-003	R	1	1000 Parklawn Ave	0.502	323.72	4,905.00	203.00	5,431.72		
086-008-004	R	1	1004 Parklawn Ave	0.281	181.53	4,905.00	203.00	5,289.53		
086-008-005	R	1	1709 Midway Ave	0.273	175.80	4,905.00	203.00	5,283.80		
086-008-006	R	1	1717 Midway Ave	0.228	147.07	4,905.00	203.00	5,255.07		

\* Subtrunk fee is calculated with fee current on 11/1/2012. This fee may be adjusted by City Council action. Verify and adjust fee prior to accepting payment.

\*\* WWCC calculated with fee current on 11/1/2012. This fee may be adjusted annually on 7/1 of each year. Verify and adjust fee prior to accepting payment.

\*\*\* OSA fee is calculated with fee current on 11/1/2012. This fee may be adjusted annually on 7/1 of each year. Verify and adjust fee prior to accepting payment.

+ WWCC for industrial use is calculated and collected through the Environmental Services Division of UP&P. Subtrunk & OSA fee are collected by LDE.

66,178.00 1,680,165.37 Total \$ 122,974.13

Average Connection Fee per Lot \$ 5,545.10

Lots Highlighted in green are commercial

Lots highlighted in blue are industrial lots

These lots per the MOU are receiving a credit for sewer service based upon the residential rate. Please note that depending on the use of the lot, the WWCC may be higher than the credit