

Attachment 7 Supplemental Documentation

- 7a Disadvantaged Community IRWMP Brochure
- 7b CID / Parlier Groundwater Recharge Agreement

Attachment 7a

Disadvantaged Community IRWMP Brochure

Integrated Regional Water Management Planning

What is IRWM Planning?

Integrated Regional Water Management (IRWM) is a collaborative planning effort that seeks to bring various stakeholders and water interests together to (1) develop mutually beneficial projects, (2) promote better water management practices, and (3) maximize resources within a local region, across regions and throughout the State of California.

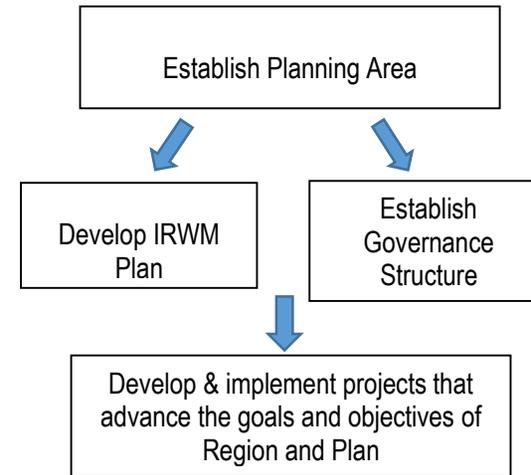
In this regional approach, efforts of individual agencies are combined to leverage resources and meet multiple water resource needs at the same time. For example, water supply and water quality projects might be combined with a flood control project in a manner that provides multiple benefits to an area or larger area than originally planned.

When was IRWM Planning Established and Why?

In 2012, California passed Senate Bill 1672, The IRWM Act of California to encourage local agencies and stakeholders to work together in a collaborative manner to manage local and imported water supplies to improve the quality, quantity, and reliability.



What is the General Process of IRWM Planning?



Department of Water Resources, (DWR) is currently responsible for evaluating and accepting an IRWM region into the IRWM grant program.

What type of Funding is Available for IRWM?

There are a number of grant funding opportunities available through the IRWM grant program, including funding for planning, implementation, and stormwater flood management¹.

Funding for the IRWM Grant Program is allocated when and as funding becomes available through the passing of water bonds. Funding recently awarded included:

- \$1 billion from Proposition 84, the Safe Drinking Water, Water Quality, and Supply, Flood Control, River and Coastal Protection Bond Act of 2006
- \$300 million from Proposition 1E, the Disaster Preparedness and Flood Prevention Bond Act of 2006.
 - o **\$60 million of the available \$1 billion was designated to Tulare Lake Hydrological Region².**

¹ Although each IRWM group has their own set of rules and process to rank and select projects to include in final applications, all must follow and meet the IRWM funding criteria.

² A total of 7 local IRWM planning groups exist within the region. The funding process is a competitive one. DWR establishes the funding, scoring criteria and awards funding.

Integrated Regional Water Management Planning

Why be part of IRWM Planning efforts?

In order for a regional effort to be comprehensive, effective and sustainable, the participation of diverse stakeholders, agencies and interest groups is essential for developing and implementing the region's Plan. This will help ensure that all major issues and interests are documented and addressed in the IRWM Plan. IRWM planning efforts provides Disadvantaged Communities (DACs) the opportunity to:

- Document their water needs and be included and/or prioritized in their region's plan;
- Learn about the region's water needs and what others are doing to address them;
- Collaborate with other communities facing similar challenges or stakeholders to develop and implement mutually beneficial projects;
- Ensure your community is eligible for existing and future IRWM funding and for any other funding that is tied to inclusion in an IRWM Plan; and
- Be part of a planning effort that seeks to proactively address current and future needs with multiple stakeholders to maximize limited resources and achieve the most possible benefits.

How to Participate?

Step 1: Determine if your community or agency is currently covered by an existing IRWM planning Group

In order to participate, you must first is to identify whether your community is currently within the boundaries of an existing IRWM group.

DWR and groups like Self Help Enterprises and Community Water Center can help you identify if you community is within an IRWM planning group.

Step 2: Contact your local IRWMM Planning Group

If your community is covered by an existing group, locate their contact information and call them to identify when and where they meet. You should also identify participating requirements, e.g. application requirements, levels of participations and/or fees associated with participation.

Step 3: Evaluate the Pros and Cons of being Part of an IRWM Effort and Make the Commitment to Participate

Most IRWM groups hold a number meetings throughout the year. These meetings are usually held within business hours and last anywhere from 1-3 hours. Your community should weigh the pros and cons of being part of this effort and if interested, make the commitment to participate as a community and/or district.

Questions, Need More Information or Help Locating Your Local IRWM Group?

For questions, more information or help locating your local IRWM group contact;

- Community Water Center at (559) 733-0219
- Self Help Enterprises at (559) 651-1000
- Department of Water Resources at (916) 651-9613.

King Basin Water Authority

Who is the King Basin Water Authority?

The Kings Basin Water Authority is an authority that was established to govern a coalition of water agencies, cities, counties and environmental interests from the Kings River Basin who are working on the most pressing local water issues, specifically groundwater depletion, supply reliability and quality.

How/why was the Authority Created?

The formation of the Upper Kings Basin Water Authority took place in 2009 following a growing effort and interest in regional coordination and planning. Specifically:

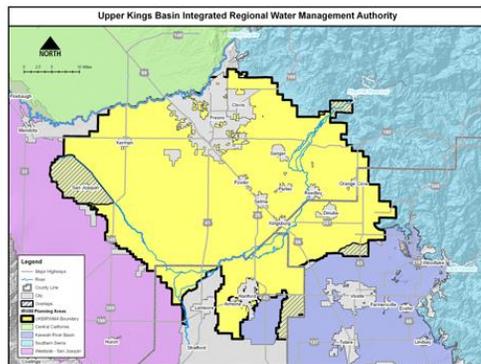
- In 2001, local agencies came together to initiate a coordinated regional approach;
- In 2007, they developed an Integrated Regional Water Management Plan (IRWM Plan);
- In 2009, the effort continued to grow and the Upper Kings Water Authority was established; and
- The region and the 2007 IRWM Plan was also accepted by DWR in 2009.

What is the Vision of the Authority?

The vision of the Authority is a sustainable supply of the Kings River Basin's finite surface and groundwater resources through regional planning that is balanced and beneficial for environmental stewardship, overall quality of life, a sustainable economy and adequate resources for future generations.

Boundaries of the Authority and IRWM Plan:

The Authority covers 610,000 acres (953 square miles) and includes parts of Fresno, Kings and Tulare Counties. It also includes a number of Cities, Communities and water districts, irrigation districts and special and private water providers. A map is shown below:



What are the Goals and Objectivities of their IRWM Plan?

The Kings Basin Water Authority has developed an IRWM Plan that includes 5 regional goals and 15 measurable objectives.

The specific goals of the Authority include:

- Halt and ultimately reverse, the current overdraft and provide for sustainable management of surface and groundwater
- Increase the water supply reliability, enhance operational flexibility, and reduce systems constraints
- Improve and protect water quality
- Provide additional flood protection
- Protect and enhance aquatic ecosystems and wildlife habitat

Governance and Participation Opportunities:

The Authority has two types of memberships: (1) official members and (2) interested parties. The Authority is governed by a Board of Directors but has an Advisory Board and various Ad hoc-committees that provide: guidance to the board, and the opportunity for the public and interested parties to engage and make recommendations. As of 2012, the Authority includes a total of 17 official members and 37 interested parties.

Official Members & Interested Parties

Official Members have the ability to serve and vote on the governing board of the Authority but must be a public agency and paying member.

Interested Parties cannot vote. They can however, participate through the advisory committee and can be a public or non-public agency.

Fees and Voluntary Contributions:

- Official Member: \$7,000
- Small City or DAC: \$5,000
- Interested Party Voluntary Contributions: \$250

Board of Directors and Advisory Board meetings are held at the Fresno Farm Bureau Building. A full schedule of the list can be found on the Authority's website.

Contact Information:

For more information please call the Authority:

Phone: 559-237-5567

Email: comments@krwd.org

Website: <http://www.krwd.org/water/ukbirwma/>

Attachment 7b

CID/Parlier Groundwater Recharge Agreement

LOZANO SMITH

7404 N. Spalding Avenue, Fresno, California 93720-3370
Telephone: (559) 431-5600 Fax: (559) 261-9366

MEMORANDUM

DATE: November 24, 2010
TO: Phil Desatoff, General Manager
Consolidated Irrigation District
CC: Douglas B. Jensen, Esq. (w/encls.)
P. Scott Browne, Esq. (w/encls.)
Jeffrey G. Boswell, Esq. (w/o encls.)
Lou Martinez, Parlier City Manager (w/o encls.)
FROM: Dale E. Bacigalupi
RE: City of Parlier - CID Cooperative Agreement & Settlement Agreement

CLIENT/MATTER:
1909-11

I enclose the City of Parlier – CID Cooperative Agreement which has been executed by the City and the Settlement Agreement which has been executed by both the City and Butterfield.

Please secure CID signatures on both documents and return fully executed Agreements as soon as possible. Please provide Jeff Boswell with a copy of the Settlement Agreement. The Council Resolution is also enclosed for your records.

RESOLUTION NO. 2010-74

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER
APPROVING A COOPERATIVE AGREEMENT BETWEEN
CONSOLIDATED IRRIGATION DISTRICT AND THE CITY OF PARLIER**

WHEREAS, Consolidated Irrigation District and the City of Parlier have negotiated a Cooperative Agreement which resolves outstanding disputes between the City and Consolidated Irrigation District pertaining to ground water and the environmental impacts, if any, of urban development on ground water development inside and outside of the City; and

WHEREAS, the City Council has reviewed the Cooperative Agreement and the terms of the Cooperative Agreement; and

WHEREAS, the City Council has determined that it is in the City's best interests to approve the Cooperative Agreement; and

WHEREAS, the City Council desires to authorize the Mayor and City Manager, or either of them, to execute the Cooperative Agreement and any related agreements that pertain to it.

NOW, THEREFORE, be it resolved by the City Council of the City of Parlier as follows:

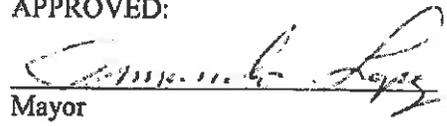
1. The Cooperative Agreement between Consolidated Irrigation District and the City of Parlier is hereby approved. The Mayor or City Manager, or either of them, are authorized to execute the Cooperative Agreement.

2. The Mayor or City Manager or either of them, are further authorized to execute such settlement agreements as are approved by the City Attorney which provide for the full and complete settlement and dismissal of all pending lawsuits filed by the District against the City, including but not limited to, lawsuits entitled *Consolidated Irrigation District v. City of Parlier* (Case No. 10CECG03477, the "Butterfield Lawsuit") and *Consolidated Irrigation District v. City of Parlier* (Case No. 10CECG03319, the "SOI Lawsuit").

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Parlier held on the 18th day of November, 2010, by the following vote:

AYES: Mayor Lopez, Mayor Pro-tem Villanueva, Council member Padilla, Council member Maldonado, Council member Montafio
NOES: None
ABSTAIN: None
ABSENT: None

APPROVED:


Mayor

ATTEST:


City Clerk/Deputy City Clerk

RELEASE AND SETTLEMENT AGREEMENT

00218016.000

I. PARTIES

A. The parties to this Release and Settlement Agreement ("Agreement") are:

1. The City of Parlier ("City");
2. Consolidated Irrigation District ("CID"); and
3. Keith Butterfield, Ivan Morford and James Mitchell ("Butterfield")

II. RECITALS

A. The City Council on February 17, 2010 approved Resolution 2010-12 Certifying the Final Environmental Impact Report ("EIR") for the City of Parlier Sphere of Influence Update and General Plan Amendment and Adopting a Statement of Overriding Considerations" and Resolution 2020-12(a) adopting the General Plan amendments and initiating a request to Fresno Local Agency Formation Commission to amend the city sphere. These actions will hereinafter be referred to as the "SOI Project."

B. The City Council on August 4, 2010, approved two Tract Maps, TM 2010-01 and 2010-02, for Butterfield (the "Butterfield project"). The City also prepared a Negative Declaration under CEQA for the Butterfield Project. The approval of the Tract Maps and accompanying negative declaration are referred to as the "Butterfield Project Approvals".

C. The SOI Project approval and the Butterfield Project approval are hereinafter collectively referred to as "the Project Approvals".

D. CID has proposed a Cooperative Agreement to the five cities within its territory on the development of a regional program for mitigation of the impacts of municipal

Q.B.

RELEASE AND SETTLEMENT AGREEMENT
CID/Parlier/Butterfield

pumping on groundwater. The City had not approved CID's proposed Cooperative Agreement at the time of the adoption of the Project Approvals, and, CID timely objected to the Project Approvals before the City, challenging, among other things, the adequacy of the environmental documents.

- E. To give the City more time to consider the cooperative agreement before litigation, CID and the City entered into a tolling agreement with respect to the SOI Project, tolling all applicable statutes of limitation. That agreement was extended several times and expired on September 30, 2010.
- F. CID filed an action "the Butterfield Lawsuit" in Fresno County Superior Court, Case #10CECG03477, challenging the adequacy of the the Butterfield Project Approvals on September 22, 2010 and on September 30, 2010, CID filed suit "the SOI Lawsuit" in Fresno County Superior Court, Case 10CECG03319.to challenge the SOI Project approvals". The two lawsuits are hereinafter collectively referred to as "the CID lawsuits".
- G. The parties desire to resolve all aspects and disagreements concerning the Project Approvals as well as all claims arising out of the two Lawsuits, informally and to avoid the time and expense attendant upon further litigation.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Recitals. The recitals as set forth above are true and are incorporated herein by reference.
- 2. Execution of the Revised Cooperative Agreement.
 - a. As a material part of the consideration for this agreement, City agrees that the City Council will adopt a resolution approving the Cooperative Agreement attached as Exhibit A to this agreement and the Mayor and other required city officers will duly execute it within 15 days of execution of this settlement. City agrees and represents



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that it will be legally bound to the agreement and that after execution it will be enforceable against the City.

b. Also within 15 days of execution of this settlement, the CID Board of Directors shall adopt a resolution approving the Cooperative Agreement attached as Exhibit A to this agreement and the President of the Board and other required district officers will duly execute it. District agrees and represents that it will be legally bound to the agreement and that after execution it will be enforceable against the District.

3. Dismissal of CID Lawsuits. Within 10 calendar days of full execution of the Cooperative agreement, CID shall dismiss the Butterfield and SOI Lawsuits with prejudice, and provide a conformed copy of the filed and entered dismissal to all parties. Should City for any reason not proceed with execution of the Cooperative agreement, than, in addition to any other remedies, CID may maintain the actions until the Cooperative Agreement is signed.

4. Release. All parties to this Agreement hereby release, acquit, and forever discharge all other parties from any and all claims, expenses, debts, demands, costs, and other actions or liabilities of every nature, whether known or unknown, whether in law or in equity, that each has or may claim to have arising out of the CID Lawsuits. The release included herein is broader than a "general release" described in section 1542 of the California Civil Code which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her or must have materially affected his or her settlement with the debtor.

5. Enforceability of Settlement Agreement. All parties agree that the Fresno County Superior Court shall retain jurisdiction over this Agreement to ensure its enforceability

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through the issuance of any appropriate legal or equitable remedy until all parties have complied with all terms of this Agreement. The parties further agree that this Agreement may be pled as a full and complete defense to, and may be used as a basis for injunction against, any action, any suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement; and agree to indemnify and hold and save harmless any party or parties so served from all such loss, damage or costs and expenses in preparation for the defense of any such suit, preparing or providing the existence of the validity of this Agreement, and all other expenses of defending any such suit, including without limitation, attorney's fees, whether such costs or expenses are taxable or otherwise.

6. **No Liability.** It is understood and agreed that this Agreement represents a compromise resolution of any and all claims any party hereto may have against any other party, and the payment, satisfaction, or performance of the consideration of this Agreement described above shall not be deemed or construed as an admission of liability or fault on the part of the undersigned or anyone else by any of the parties herein released and that the parties hereto simply intend to avoid litigation and to buy their peace.
7. **Authority to Release.** Each party to this Agreement further represents and warrants that he/she owns the right to release each and all of the claims released herein, and represents and warrants that he/she has the full right and authority to enter into this Agreement.
8. **Amendments.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.



RELEASE AND SETTLEMENT AGREEMENT

CID/Parlier/Butterfield

10. **Binding Effect.** This Agreement is for the benefit of and shall be binding on all parties and their respective successors, heirs, and assigns.
11. **Attorneys' Fees and Costs.** Except as otherwise provided herein, each party shall bear its own attorneys' fees and costs for all such fees and costs incurred prior to the date of execution of this Agreement, arising out of the Lawsuit.
12. **Breach of Agreement.** If any party breaches this Agreement, the prevailing party shall be entitled to all damages reasonably flowing from the breach, plus attorneys' fees and costs against the breaching party. Since the performance by the City of the Cooperative agreement is the primary consideration for CID's dismissal and release, if for any reason, significant provisions of the Cooperative Agreement are found to be unenforceable against the City of Parlier, that will be considered a breach of this agreement.
13. **Execution by Facsimile or in Counterparts.** This Agreement may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and Agreement. This Agreement shall be deemed to be executed on the last day any such counterpart is executed.
14. **Cooperation/Execution of Supplemental Documents.** To the extent necessary or appropriate to carry out the provisions of this Agreement, the parties agree to fully cooperate as may be proper or necessary and to execute any and all documents as may be necessary or convenient to carry out the terms and intent of this Agreement.
15. **Interpretation.** The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the parties. Each of the parties acknowledges that he/she or it has read this Agreement and understands all of the terms thereof. In connection with the negotiation and consummation of this Agreement, each

OR

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of the parties acknowledges that he has had the opportunity to be represented by counsel of his/her choice. The parties acknowledge that each and every term of this Agreement is fully understood. Each party warrants and represents that the party executes this Agreement voluntarily and without duress or undue influence of any kind, that this Agreement contains the entire Agreement between the parties, and that the terms of this Agreement are contractual and not mere recitals.

16. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.

HAVING READ and understood the terms of this Agreement, and in witness thereof, the undersigned hereunto set their signatures to this Agreement.

**CONSOLIDATED IRRIGATION
DISTRICT**

Dated: _____

By _____
Robert Nielsen, President of the Board

Dated: 11/30/10

Approved as to Form:
Law Office of P. Scott Browne

By 
P. Scott Browne, Legal Counsel for
Consolidated Irrigation District

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HAVING READ and understood the terms of this Agreement, and in witness thereof, the undersigned hereunto set their signatures to this Agreement.

**CONSOLIDATED IRRIGATION
DISTRICT**

Dated: 12/1/10

By Robert Nielsen
Robert Nielsen, President of the Board

Dated: _____

Approved as to Form:
Law Office of P. Scott Browne

By _____
P. Scott Browne, Legal Counsel for
Consolidated Irrigation District

RELEASE AND SETTLEMENT AGREEMENT
CID/Parlier/Butterfield

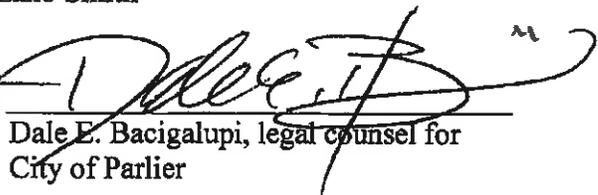
CITY OF PARLIER

Dated: 11/23/10

By 

Approved as to Form:
Lozano Smith

Dated: 11-23-10

By 
Dale E. Bacigalupi, legal counsel for
City of Parlier

BUTTERFIELD

Dated: _____

Ivan Morford

Dated: _____

Keith Butterfield

Dated: _____

James Mitchell

Approved as to Form:
Kimble, MacMichael & Upton

By _____

RELEASE AND SETTLEMENT AGREEMENT
CID/Parlier/Butterfield

CITY OF PARLIER

Dated: _____

By _____

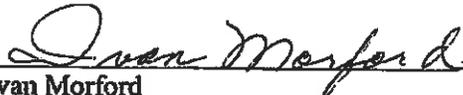
Approved as to Form:
Lozano Smith

Dated: _____

By _____
Dale E. Bacigalupi, legal counsel for
City of Parlier

BUTTERFIELD

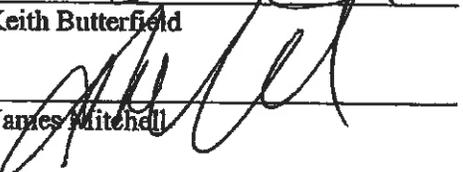
Dated: 11-18-10


Ivan Morford

Dated: 11-18-10


Keith Butterfield

Dated: 11-18-2010


James Mitchell

Approved as to Form:
Kimble, MacMichael & Upton

By 
Jeffrey G. Boswell

**RESTATED COOPERATIVE AGREEMENT
BETWEEN
CONSOLIDATED IRRIGATION DISTRICT
AND
THE CITY OF PARLIER**

THIS AGREEMENT is made and entered into as of this ____ day of November, 2010 (“**Effective Date**”) by and between CONSOLIDATED IRRIGATION DISTRICT, a California irrigation district, (“**District**”) and the CITY OF PARLIER, a municipal corporation and Charter City (“**City**”).

WITNESSETH:

WHEREAS, more than twenty years ago, City and District entered into one or more Cooperative Agreements regarding use of District facilities located in or adjacent to City for stormwater disposal and groundwater recharge purposes, as well as addressing matters involving annexation of newly developed land to City and detachment thereof from District; and

WHEREAS, those Cooperative Agreements have expired and City and District desire to enter into a new Cooperative Agreement initially formulated pursuant to a facilitation process in which the Cities of Fowler, Selma, Kingsburg, Parlier and Sanger and the District have participated at the request of the Fresno County Local Agency Formation Commission (“**Fresno County LAFCo**”), but finally consummated pursuant to negotiations between only the City and the District; and

WHEREAS, past and current urban development projects in and adjacent to City (i) have affected the groundwater levels underlying both City and District, (ii) use portions of District canals, ditches, basins, ponds, drains and headgates (“**District Facilities**”) for the disposal of

municipal stormwater, and (iii) impacted the operation and maintenance of District Facilities;
and

WHEREAS, City desires to continue urban development and will comply with the California Environmental Quality Act (“CEQA”), which the parties acknowledge requires City to address and mitigate the impacts of that development on District Facilities and groundwater levels underlying City and District; and

WHEREAS, City provides potable water to its residents; and

WHEREAS, City and District desire to work together to address impacts of urban development; and

WHEREAS, City desires to mitigate possible negative environmental impacts on groundwater resources in accordance with the provisions of CEQA that may result from new urban development projects in the City; and

WHEREAS, the imposition of requirements established in consultation between the City and District regarding new urban development projects that affect the operation and maintenance of District Facilities as set forth in this Agreement will fully mitigate negative impacts of such urban development projects on District facilities and groundwater levels underlying the City and the District; and

WHEREAS, City desires, subject to the terms and conditions of this Agreement, which include, among other things, the consent of District that is necessary for City to continue to discharge urban drainage water generated from previously developed land and improvements in City (“Stormwater”) for groundwater recharge purposes into District Facilities located within or adjacent to City, and District and City desire to limit or prohibit discharge of urban drainage

water from new development projects into District Facilities by using, instead, recharge facilities of City; and

WHEREAS, as an alternative to continued discharge of Stormwater into District Facilities, City may elect to adopt a plan to eliminate the discharge of Stormwater into District Facilities; and

WHEREAS, both City and District desire that land being developed to urban use continue to be annexed to City and simultaneously detached from District; and

WHEREAS, District desires to maintain its groundwater recharge efforts at historic levels depending on the availability of water from the Kings River in addition to and notwithstanding the activities and projects being funded by City hereunder; and

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Recitals. The recitals stated above are true and correct and are a substantive part of this Agreement.

2. Groundwater Extraction and Contributions by City to Groundwater Management and Replenishment.

(a) City will operate groundwater wells located within the boundaries of City, equipped with meters that accurately measure the instantaneous flow and accumulated volume annually of water extracted by those wells (“**Annual Groundwater Extraction**”).

(b) City will mitigate groundwater overdraft in the City and District by instituting a process (as set forth below) for the payment of contributions by City into a groundwater management and replenishment fund (“**Groundwater Fund**”) for purposes of implementing groundwater replenishment methodologies, which primarily benefits the City and the District, including, but not limited to (i) the purchase and import of water into the District for

City groundwater recharge purposes, (ii) the expansion of existing facilities to increase City groundwater recharge, (iii) the construction of new facilities to be used for additional City groundwater recharge (individually, “**Recharge Project**” and collectively, “**Recharge Projects**”) and (iv) the use of District Facilities to receive, convey and recharge urban drainage from land within the boundaries of City.

(c) In April 2011, and February of each calendar year thereafter during the term hereof, City shall report to District with respect to the immediately preceding calendar year (i) the Annual Groundwater Extraction in acre-feet of groundwater extracted by City as described in Section 2(a) above using a copy of the complete report thereof filed by City with the California Department of Health, (ii) the net number of acre-feet of treated wastewater effluent generated by City and recharged into groundwater all as set forth in Exhibit “A” attached hereto and by this reference incorporated herein (“**Net Groundwater Use**”) and (iii) the number of acres of land within the City from which urban drainage would flow into District Facilities during the immediately preceding calendar year (except acres that drain into a basin connected to District Facilities that is available for groundwater recharge by either City or District in accordance with a mutual agreement to that effect) as shown on Exhibit “B” attached hereto and by this reference incorporated herein (“**Drained Acres**”).

(d) In May 2011, and March of each calendar year thereafter during the term hereof, District shall calculate the contribution of City (“**Total Annual Groundwater Management Contribution**”) by multiplying the Net Groundwater Use by the sum of One Hundred Thirty Dollars and No Cents (\$130.00) per acre-foot (the “**Annual Groundwater Management Contribution Rate**”). The Annual Groundwater Management Contribution Rate, which will be paid into the Groundwater Fund, (i) shall be used to pay for Recharge Projects, and

an Administrative Fee and the District Facilities Fee, all as defined below, and (ii) takes into account the activities of City and District that assist in groundwater recharge and the detachment from District of land annexed to City for urban uses. Commencing with the fifth anniversary of the Effective Date and each anniversary thereafter (each a “Contribution Adjustment Date”), the Annual Groundwater Management Contribution Rate shall be subject to an annual increase as a result of an increase of the Consumer Price Index (“CPI”). The basis for computing each CPI increase shall be the Index. All Urban Consumers San Francisco-Oakland-San Jose Area, All Items (1982-84=100) as published by the United States Department of Labor, Bureau of Labor Statistics (“Index”). As of each Contribution Adjustment Date, the Annual Groundwater Management Contribution Rate for the forthcoming year shall be calculated pursuant to this provision to be equal to the Annual Groundwater Management Contribution Rate in effect during the immediately preceding twelve month period (“Prior Year”) multiplied by a fraction, the numerator of which shall be equal to the Index published for the first calendar month of the current year, and the denominator of which shall be equal to the Base Index (as defined below). The “Base Index” shall be the Index for the month of the Effective Date (or, if the Index is not published for such month, then the Index published for the month closest, but prior to the Effective Date). For the sixth and each subsequent calculation pursuant to this Section 2(d), the “Base Index” shall be redefined as the Index published for the first calendar month of the current year for which the Annual Groundwater Management Contribution Rate has last been calculated pursuant to this Section 2(d). The Index for the first calendar month of any given year, if the Index is not published for such month, shall be the Index published for the month closest, but prior to the first calendar month of such year. If publication of the Index by any governmental or private agency is discontinued or if it is so modified that it does not accurately reflect the

changes in consumer prices from one year to another, then the parties shall use such other index as is then generally recognized and accepted for similar determination of changes in consumer prices. If the Index is revised, it shall be converted in accordance with the conversion factor published by the Bureau of Labor Statistics or any other governmental agency then publishing same.

(e) In June of each year during the term hereof, City will include in the budget for the applicable utility account (i.e. water fund/water enterprise fund) for the next fiscal year, the amount of the next fiscal year's Total Annual Groundwater Management Contribution.

(f) In November 2011, and in September of each year thereafter during the term hereof, City shall pay the Total Annual Groundwater Management Contribution for that year to the Groundwater Fund by wire transfer to an account established by District; provided, however, that in the event the balance of the Groundwater Fund ("**Fund Balance**") reaches the sum of One Million Dollars and No Cents (\$1,000,000.00) after paying to District the Administrative Fee, as hereinafter defined, and the District Facilities Charge, as hereinafter defined, ("**Fund Limit**"), the Total Annual Groundwater Management Contribution shall be decreased by an amount such that the Fund Balance will not exceed the Fund Limit. In the event the Fund Balance equals the Fund Limit at the time City is to make its Total Annual Groundwater Management Contribution, no such contribution will be due or owing until the next following year when the Fund Balance is below the Fund Limit.

(g) Anything to the contrary herein notwithstanding, the first Nine (9) Annual Groundwater Management Contributions due hereunder shall be reduced to equal the following:

(i) first year: Eleven and 11/100 Percent (11.11 %) of the Annual Groundwater Management Contribution;

(ii) second year: Twenty-two and 22/100 Percent (22.22 %) of the Annual Groundwater Management Contribution;

(iii) third year: Thirty-three and 33/100 Percent (33.33 %) of the Annual Groundwater Management Contribution;

(iv) fourth year: Forty-four and 44/100 Percent (44.44 %) of the Annual Groundwater Management Contribution;

(v) fifth year: Fifty-five and 55/100 Percent (55.55 %) of the Annual Groundwater Management Contribution;

(vi) sixth year: Sixty-six and 66/100 Percent (66.66 %) of the Annual Groundwater Management Contribution;

(vii) seventh year: Seventy-seven and 77/100 Percent (77.77 %) of the Annual Groundwater Management Contribution;

(viii) eighth year: Eighty-eight and 88/100 Percent (88.88 %) of the Annual Groundwater Management Contribution;

(ix) ninth year: One Hundred Percent (100%) of the Annual Groundwater Management Contribution

(h) District shall receive as compensation for its administering, monitoring and overseeing the development, analysis, research, planning, accounting, construction, financing (including, without limitation, applying for grants and loans but specifically excluding the cost of professional services to prepare the applications for such grants and loans as well as any studies or reports required to support those applications) and implementation of Recharge Projects, an annual administrative fee (“Administrative Fee”), paid from the Groundwater Fund in an amount equal to Twelve Percent (12%) of the total Annual Contribution owed by the City

for that year plus any amount due and owing from the City for funding pursuant to the Upper Kings Basin Integrated Regional Water Management Joint Powers Agreement (which amount District will remit pursuant thereto when received by the City) and provided further that the Administrative Fee shall be paid as follows:

(i) first year: Fourteen Thousand Four Hundred Ten Dollars (\$14,410) or Eleven and 11/100 Percent (11.11 %) of the Administrative Fee, whichever is greater;

(ii) second year: Fourteen Thousand Four Hundred Ten Dollars (\$14,410.00) or Twenty-two and 22/100 Percent (22.22 %) of the Administrative Fee, whichever is greater;

(iii) third year: Fourteen Thousand Four Hundred Ten Dollars (\$14,410.00) or Thirty-three and 33/100 Percent (33.33 %) of the Administrative Fee, whichever is greater;

(iv) fourth year: Fourteen Thousand Four Hundred Ten Dollars (\$14,410.00) or Forty-four and 44/100 Percent (44.44 %) of the Administrative Fee, whichever is greater;

(v) fifth year: Fourteen Thousand Four Hundred Ten Dollars (\$14,410.00) or Fifty-five and 55/100 Percent (55.55 %) of the Administrative Fee, whichever is greater;

(vi) sixth year: Fourteen Thousand Four Hundred Ten Dollars (\$14,410.00) or Sixty-six and 66/100 Percent (66.66 %) of the Administrative Fee, whichever is greater;

(vii) seventh year: Fourteen Thousand Four Hundred Ten Dollars (\$14,410.00) or Seventy-seven and 77/100 Percent (77.77 %) of the Administrative Fee, whichever is greater;

(viii) eighth year: Fourteen Thousand Four Hundred Ten Dollars (\$14,410) or Eighty-eight and 88/100 Percent (88.88 %) of the Administrative Fee, whichever is greater;

(ix) ninth year: Fourteen Thousand Four Hundred Ten Dollars (\$14,410) or One Hundred Percent (100%) of the Administrative Fee, whichever is greater.

(i) District shall receive from the Groundwater Fund as annual compensation for use of District Facilities for recharge the sum of Eighteen Dollars (\$18.00) multiplied by the Net Groundwater Use (“**District Facilities Charge**”). The District Facilities Charge shall be paid from the Groundwater Fund at the same time as and in addition to the Administrative Fee. The rate used to calculate that District Facilities Charge shall be adjusted at the times and pursuant to the formula applicable to the Annual Groundwater Management Contribution Rate as set forth in Section 2 above.

(j) In the event a Recharge Project includes (i) the additional diversion of surface water for recharge into new or expanded recharge facilities or (ii) the purchase of water for recharge as well as the conveyance of that surface water or purchased water through District Facilities, District shall receive payment from the Groundwater Fund, as compensation for that use of the District Facilities and the attendant costs of operating and maintaining them for that purpose (“**Wheeling Charge**”), an amount equal to Three Dollars and No Cents (\$3.00) per acre-foot of water so purchased or diverted into District Facilities solely for the purpose of recharging

said water as or via Recharge Projects. The rate used to calculate that Wheeling Charge shall be adjusted at the times and pursuant to the formula applicable to the Annual Groundwater Management Contribution Rate as set forth in Section 2 above.

(k) Grants. City and District shall work together to seek grants to construct Recharge Projects contemplated by this agreement. Any grants received by District or the City to pay for any Recharge Project pursuant to this Agreement shall be paid into the Groundwater Fund, less any costs and expenses incurred for professional services to prepare the application for the grant and any studies or reports necessary to support it. If City (or City jointly with CID) receives grant funds to construct a Recharge Project approved by the Committee and completes that construction in a manner satisfactory to the Committee, as of the month in which that construction is complete and approved, the cost thereof, including but not limited to actual construction costs and related engineering fees, shall reduce by the amount of that cost the obligation of City to pay future Annual Groundwater Management Contributions (but not Administration Fees or District Facilities Fees) that would have been used by the Committee to construct Recharge Projects.

(l) Expenditures from the Groundwater Fund, the receipt of grants for which the District or the City have applied to support Recharge Projects, as defined in this Agreement, and the payment by the City into the Groundwater Fund or to the District, as provided by this Agreement or the construction and operation of Recharge Projects, shall not excuse the District from continuing its historical and on going programs and activities to provide for groundwater recharge. District agrees to continue its historical and on going programs and activities to provide for groundwater recharge regardless of any expenditures from the Groundwater Fund or any other activities by the City regarding groundwater recharge.

3. Groundwater Replenishment Committee; Changed Circumstances and Renegotiation.

(a) District shall expend monies from the Groundwater Fund pursuant to directions from a Groundwater Replenishment Committee (“Committee”) composed of (i) a staff representative of the City (the “City Member”), (ii) a staff representative selected by the Board of Directors of the District (“District Member”), and (iii) a staff representative selected by the Board of Directors of the Kings River Conservation District (“KRCDC Member”).

(b) All expenditures and payments from the Groundwater Fund shall be used only for implementation of Recharge Projects and related activities and as matching funds for the purposes of obtaining state and federal grants and loans to assist in the funding of Recharge Projects, and compensation to District as identified in Section 2(h), (i) and (j) of this Agreement.

(c) Not later than October of each year during the term hereof, the Committee shall authorize payment of the applicable Administrative Fee and the District Facility Charge from the Groundwater Fund to District.

(d) Pursuant to Section 2 (i) above, upon delivery of the imported water and after presentation by District of an invoice therefor, identifying, at a minimum, the date of the purchase of water, the amount of water purchased, the calculation of the wheeling charge, and which Recharge Project received the water; the Committee shall authorize payment of the Wheeling Charge to District.

(e) If more than ten (10) years after the Effective Date, a majority of the Committee agrees that changes beyond the control of the parties hereto in the cost of implementing Recharge Projects or the availability of water for recharge in a Recharge Project or any other change in economic, legal or environmental circumstances prevents the Committee

from implementing Recharge Projects in a cost effective manner (collectively “**Changed Circumstances**”), the parties hereto shall attempt in good faith to renegotiate the terms of this Agreement in order to proceed with implementing Recharge Projects. City and District shall meet and confer in good faith for at least ninety (90) days in an effort to resolve any disputes related to the Changed Circumstances and the renegotiation of the provisions of this Agreement related thereto. If the parties are unable resolve such disputes within the ninety (90) day period, the parties agree to submit the disputes to mandatory good faith mediation. The parties agree that any statute of limitations applicable to any dispute between them regarding the Changed Circumstances shall be tolled for the period from the date mandatory mediation is requested by either of them until ten (10) days after termination of the mediation. The parties agree to refrain from filing, maintaining or prosecuting any action related to such dispute during the pendency of such mediation, provided that the first mediation session must be held within thirty (30) days after the date one party makes written demand to the other for mediation. The parties agree that they shall participate in a minimum of one full day mediation session before the mediation may be declared unsuccessful and terminated by either party. Evidence of anything said, any admissions made, and any documents prepared in the course of mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to California Evidence Code Section 1152.5. The mediator shall be an attorney or judge who is selected by mutual agreement of the parties and who is experienced in water matters. If the parties are unable to agree upon a mediator with these qualifications, then the mediator shall be appointed by JAMS/Endispute. The mediation shall be conducted in accordance with such rules as the parties agree upon, or in the absence of such agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. The mediation conference shall take place in Fresno County. The mediator’s

fees shall be divided equally between the parties, but each party shall bear its own attorney's fees in any mediation.

4. District Facilities; City/District Standards.

(a) City shall adopt as a part of the City's improvement standards and specifications that are imposed as conditions of approval of urban development projects or granting of City approvals or permits within its jurisdiction, if applicable, the Standard Details and Development Standards attached hereto as Exhibit "C" and by this reference incorporated herein ("**District Facilities Standards**").

(b) City and District shall consult with respect to future amendments to District Facilities Standards and shall adopt and impose the amendments upon which City and District agree.

5. CEQA Mitigation.

(a) So long as City complies with its obligations under this Agreement as set forth in Sections 2 and 3 above, District hereby acknowledges and agrees that all environmental impacts and effects on groundwater use, quantity and supply, but not on groundwater quality, caused by any existing or new urban development projects in or adjacent to City using as their sole source of water groundwater supplied by City or pursuant to contract with City have been mitigated to less than significant in accordance with CEQA. For purposes of this Agreement, Urban Development Project shall mean: 1) the approval, development, construction, and operation of any publicly or privately owned residential, commercial, industrial or public project within the city which requires or may require the use of groundwater or 2) any annexation proposal, sphere or general plan amendment or other discretionary decision by the City that would indirectly facilitate such development.

(b) So long as City complies with its obligations under this Agreement with respect to the District Facilities Standards as set forth in Section 4 above, District hereby acknowledges and agrees that all environmental impacts or effects on District Facilities except topographical impacts (including, without limitation, subsidence) caused by existing or new urban development projects in or to be annexed to City have been mitigated to less than significant in accordance with CEQA.

(c) The acknowledgements and agreements set forth in Section 5 (a) and (b) above shall not waive any claims District may have against City with regard to any breach of the obligations of City set forth in this or prior Cooperative Agreements.

6. Stormwater Discharges into District Facilities; Conditions; Limitations and Elimination.

I. Discharge Into District Facilities.

(a) During the term hereof and so long as City complies with its obligations pursuant to this Agreement, City may continue to discharge Stormwater by pumps or gravity into District Facilities located in or adjacent to City but only through existing connections described in Exhibit "D" attached hereto and by this reference incorporated herein and depicted on Exhibit "E" attached hereto and by this reference incorporated herein (individually, "**Existing Connection**") and collectively, "**Existing Connections**").

(b) Unless City has already done so as of the Effective Date, within two (2) years after the Effective Date, City will adopt a stormwater master plan that minimizes discharge of Stormwater into District Facilities, and requires new development projects in the City to dispose of Stormwater generated by that development project by means other than discharge into District Facilities whether by overland flow or intentional or unintentional discharge.

(c) During the term hereof, City shall not increase the area or the number of Drained Acres that discharge Stormwater through Existing Connections unless City and District mutually agree to and carry out a plan to mitigate the effects of the increased discharge of Stormwater through Existing Connections consistent with the terms and principles of this Agreement.

(d) City shall, prior to any discharge of Stormwater into District Facilities, obtain and comply with, at the sole cost and expense of City, all permits and approvals required by local, state or federal agencies or authorities having jurisdiction with respect thereto, including, if applicable and without limitation, the California Regional Water Quality Control Board and the California Department of Health Services, and comply with all applicable laws, statutes and regulations affecting that discharge. Except that, so long as City complies with its obligations under this Agreement, City shall not be required to obtain any additional permits and approvals from the District to discharge Stormwater from Existing Connections into District Facilities.

(e) Unless otherwise approved by District, all of City's Existing Connections shall not be relocated by City and shall be maintained and operated by City at all times at City's sole cost and expense in a manner that will not disturb or damage the bed or banks of District Facilities. District reserves the right, at its sole cost and expense, to make changes and relocate Existing Connections, so long as any such changes or relocations do not reduce the use or capacity of the Existing Connections. District reserves the right to require the temporary removal and/or the temporary suspension of operations of any Existing Connection from time to time if deemed necessary by District for the proper maintenance, operation, repair or protection of the District Facilities as set forth in Section 6 (l) below.

(f) Except as provided in Section 6 (e) of this Agreement, City agrees to pay all costs and expenses incurred in the installation, maintenance, operation, changes, relocations, and removal of Existing Connections. Should City fail within thirty (30) days after receiving from District written notice to do or perform any act or thing required of City pursuant to Section 6 (e) of this Agreement, District may at its option, but shall not be required to, do or perform any such act or thing identified in said written notice and City agrees within thirty (30) days after its receipt of a written invoice from District identifying, with reasonable specificity, the act or thing done and the actual costs and expenses incurred by District to perform the act or thing done, reimburse District the costs or expenses identified in said written invoice.

(g) City will not at any time cause, or knowingly permit, or allow any substance or materials or debris that are harmful or obnoxious to plants, animals or humans or any Contaminant or Hazardous Substance as hereinafter defined to be discharged into the District Facilities.

(h) It is understood and agreed that District shall not be under any obligation to make any changes, repair, replacement or improvement to District Facilities or to restrict the flow or storage of water therein to accommodate Stormwater and City agrees that it will not cause Stormwater to be discharged into District Facilities at any time or times when the addition of Stormwater to water flowing or stored in the District Facilities might cause a break or breach thereof or overflow therefrom.

(i) Should District at any time elect to replace any of the existing District Facilities with underground pipelines, it shall, at least six (6) months prior to commencing that replacement, give to City written notice of that intended replacement along with information regarding the location of the pipeline and those provisions of the District Standards that relate to

the installation of the pipeline. Within sixty (60) days after City's receipt of District's notice, City shall provide District with written notice of its election to connect its Existing Connection to the District's replacement pipeline. If City provides such written notice to District, City shall then have the right, at its sole cost and expense, in accordance with District Standards and without in any way delaying or interfering with that replacement, construct, operate and maintain a discharge connection to that replacement pipeline. If City fails to give the written notice to District or fails to complete the construction of that new discharge connection within sixty (60) days after District completes installation of the replacement pipeline, the District may terminate all rights and permissions given City hereunder with respect to the District Facilities replaced by the pipeline by giving City six (6) months prior written notice of such election and termination and in such event those rights and permissions given to City hereunder with respect to the District Facilities replaced with the pipeline shall cease and terminate upon the expiration of the six (6) month period.

(j) The City agrees to participate in the payment of costs and expenses for enlargement of District Facilities as mutually agreed by City and District should that be required to provide capacity for the Stormwater discharges.

(k) Other than needed repairs and maintenance, City shall not make material changes to or increase the capacity of the Existing Connections without the prior written approval of District, which approval shall not be unreasonably withheld.

(l) City shall not use the District Facilities in a manner that will interfere with the use thereof by District for the conveyance of irrigation or other waters or for any other District purpose or that will damage or impair District Facilities. The use of District Facilities by City shall at all times be subordinate to the use thereof by District. Anything to the contrary

herein notwithstanding, but subject to giving City thirty (30) days' prior written notice, except in case of an emergency, and using reasonable efforts to meet and confer with City to ascertain ways and means to avoid or minimize impacts to City, District may regulate, interrupt or prohibit the discharge of Stormwater into District Facilities for the following reasons:

- (i) the District determines there is an immediate threat of material damage to District Facilities;
- (ii) reservation of capacity for conveyance of any water being stored or conveyed other than Stormwater;
- (iii) contamination of District Facilities by City's discharge or potential discharge of Contaminants as described in Section 7 below;
- (iv) District construction activity including, without limitation, excavation and grading;
- (v) District maintenance activity; and
- (vi) District testing of soils and/or water.

II. Stormwater Discharge Elimination Plan.

(a) At any time during the term of this Agreement, City may prepare a Stormwater discharge elimination plan ("Plan") completely to eliminate discharge of Stormwater into the District Facilities.

(b) In the event City prepares a Plan that will provide for secure and adequate funding and that will require within no more than three (3) years from receiving approval from the District as provided below, completion of construction of improvements and facilities that will effectively and completely eliminate discharge of Stormwater into District Facilities, City shall provide a copy of the Plan to the District for its review and approval. The District will have

ninety (90) days after the date of receipt of the Plan to review the Plan. If that review confirms to the reasonable satisfaction of the District that (i) the financing proposed in the Plan is adequate and secure, and (ii) the facilities identified in the Plan, when constructed and in operation within that three-year period, will completely eliminate discharge of Stormwater into District Facilities, the District shall approve the Plan. Upon approval of the Plan by the District, the District shall establish an interest-bearing account (“Stormwater Account”) with the bank used by District for its general fund accounts. Commencing with the next Drainage Fee paid by City to the District in accordance with Section 8 of this Agreement and continuing thereafter until construction of the facilities identified in the Plan is completed in accordance with the construction and implementation schedule stated in the Plan, City shall pay all Drainage Fees into the Stormwater Account.

(c) Commencing with the first day of March following establishment of the Stormwater Account and annually thereafter, if necessary, City shall provide District with a written report with supporting documentation of all expenditures paid by the City for construction of the facilities identified in the Plan and for the implementation of the Plan. Upon the District verifying, to its reasonable satisfaction, those expenditures and the timely completion of facilities and implementation in accordance with the construction and implementation schedule set forth in the Plan, the District shall reimburse City from the Stormwater Account, a sum equal to Ninety Percent (90%) of the expenditures identified in the written report, which reimbursement will never exceed Ninety Percent (90%) of the total of funds held in the Stormwater Account.

(d) If City implements the Plan and completes construction of the facilities identified in the Plan in accordance with the schedule of construction and implementation

identified in the Plan, any amounts remaining in the Stormwater Account will be paid to the City and the City shall have no further obligation to pay Drainage Fees, as described in Section 8 of this Agreement, or to make any further payments to the Stormwater Account.

(e) If City fails to implement the Plan and complete construction of the facilities identified in the Plan in accordance with the schedule of construction completion and implementation identified in the Plan, District shall pay to its general fund any balance remaining in the Stormwater Account.

7. Stormwater Quality; Contaminants/Hazardous Materials.

(a) As used in this Agreement, each of the terms “Contaminants” and “Hazardous Materials” means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, any agency of the State of California or any agency of the United States Government. These terms include any material or substance that is (i) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (ii) defined as “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903), (iii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.* (42 U.S.C. §9601), (iv) petroleum and any petroleum by-products, and (v) asbestos.

(b) Prior to any discharge of Stormwater into District Facilities, City shall make all good faith efforts to remove as much trash, whether floatable or solids, from the City’s Stormwater as is possible. City shall not, nor shall it permit its employees or contractors (collectively “City’s Agents”), to discharge or dispose of any Hazardous Materials on, in, under

or about District Facilities. City shall comply with all applicable laws, rules, regulations, orders and the like pertaining to those discharges.

(c) When practicable during the discharge of Stormwater generated by each initial substantial precipitation of a rainfall year during the term hereof, but no less often than two (2) times per year, City will, at its sole cost and expense, test samples of that Stormwater for the presence of any Contaminants or Hazardous Materials and promptly upon receipt of the results of those tests, report them to District and any regulator having jurisdiction with respect thereto and requiring such tests.

(d) In the event any test performed pursuant to Section 7 (b) above or any other similar test of water or soil in District Facilities indicates that such water or soil contains Hazardous Materials, City, at its sole cost and expense, shall remove that water or soil and dispose of it in accordance with all applicable laws, statutes and regulations.

8. Compensation to District.

(a) City shall pay to District for operation, maintenance, repair, reinforcing and replacement of District Facilities that receive and convey urban drainage from land within the City an amount equal to (i) One Hundred Fifty Dollars (\$150.00) per acre of Drained Acres, reduced by any elimination or reduction of Existing Connections, as hereinafter defined, and Drained Acres therefrom in the area adjacent to the Existing Connections (“**Drainage Fee**”). The rate used to calculate the Drainage Fee shall be adjusted at the times and in accordance with the formula set forth in Section 2 (d) of this Agreement.

(b) During September of each calendar year during the term hereof, City shall pay to District the Drainage Fee calculated pursuant to Section 8 (a) above.

9. CEQA Mitigation—Stormwater Impacts.

(a) So long as City complies with its obligations under this Agreement as set forth in Sections 2, 6, 7 and 8 above, District hereby acknowledges and agrees that any environmental impacts or effects caused by past, present or future discharge of Stormwater into District Facilities and any impacts on those facilities caused by urban drainage water generated from urban development projects in or adjacent to City have been and will be mitigated to less than significant in accordance with CEQA.

(b) The acknowledgements and agreements set forth in Section 9 (a) above shall not waive any claims District may have against City with regard to any breach of the obligations of City set forth in this or prior Cooperative Agreements.

10. Annexation and Detachment. The District territory shall exclude territory within the City. Any reorganization proposal submitted by the City to Fresno County LAFCo for the annexation of land for urban development projects approved by City shall request as a condition thereof, simultaneous detachment of such land from District.

11. Term; Termination; Early Termination.

(a) This Agreement shall remain in force and effect for a period of twenty (20) years from and after the Effective Date and shall terminate at the expiration of said twenty (20)-year period; provided, however, that the term hereof shall continue thereafter for additional terms of one (1) year each unless either party hereto, at least ninety (90) days prior to the expiration of any such one (1)-year additional term, gives written notice to the other party that the party giving that notice intends to terminate this Agreement at the end of that additional term, in which case this Agreement shall then so terminate.

(b) Anything to the contrary herein notwithstanding, if City, after good faith best efforts during the first calendar year of the term hereof, is unable to secure additional revenue sources to

make its Annual Groundwater Contribution, City will meet and confer in good faith with District for at least three (3) months in an effort to examine, analyze and seek alternative revenue sources sufficient to make its Annual Groundwater Contribution. If after that attempt, there are no such additional revenue sources available to City, City shall adopt a water rate increase as it determines is necessary to fund its obligations under this Agreement. Only if that increase is successfully protested by a majority written protest against those increases as provided in Section 6(2) of Article 13D of the California Constitution will this Agreement terminate. Should the City terminate this Agreement for this reason the parties agree that the Recitals set forth in this Agreement survive such termination as accurate and binding representations of the parties hereto.

12. Indemnities/Hold Harmless.

(a) Indemnity by City. City shall, to the fullest extent permitted by law, be solely responsible for any and all claims by or damage or injury to persons or property that, without sole negligence or willful misconduct on the part of District result directly or indirectly from the discharge of Stormwater or any other water by City into District Facilities or the acts or omissions of City or its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers in performing or carrying out the obligations or rights of City hereunder. City shall indemnify, defend and hold District, and its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers, free of and harmless from any fine, civil penalty, loss, cost, damage, or expense including reasonable attorneys' fees and costs, that may be caused to or incurred by them because of any injury or damage to persons or property arising from the negligence or fault of the City or its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers

in connection with the discharge of Stormwater or any other water by City into the District Facilities or those acts or omissions. This indemnification agreement shall not be restricted to any insurance proceeds available to City and shall survive the termination of this Agreement.

(b) Indemnity by District. District shall, to the fullest extent permitted by law, be solely responsible for any and all claims by or damage or injury to persons or property that, without sole negligence or willful misconduct on the part of City result directly or indirectly from the ownership, use, operation, installation, maintenance, replacement or repair of District Facilities or from the acts or omissions of District or its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers in performing or carrying out the obligations or rights of District hereunder. District shall indemnify, defend and hold City, and its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers, free of and harmless from any fine, civil penalty, loss, cost, damage, or expense including reasonable attorneys' fees and costs, that may be caused to or incurred by them because of any injury or damage to persons or property arising from the negligence or fault of the District or its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers in connection with the District's ownership, use, operation, installation, maintenance, replacement or repair of District Facilities or those acts or omissions. This indemnification agreement shall not be restricted to any insurance proceeds available to District and shall survive the termination of this Agreement.

13. Default. If and so long as City shall be in default in the payment of any sum that comes due to District hereunder or in the performance of any term, agreement, act or condition to be done or performed by City hereunder, District may suspend all or any of the rights and permissions given to City hereunder until such default is corrected by City. Should the District

be in default in the performance of any term, agreement, act or condition to be done or performed by the District, the City may suspend all or any of its rights, duties or obligations hereunder until such default by the District is corrected.

14. Notices. All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by overnight courier) or may be sent by regular mail or certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 14. The addresses noted below shall be that party's address for delivery or mailing of notices. Any party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, two (2) days after the postmark thereon. If sent by regular mail the notice shall be deemed given two (2) days after the postmark thereon. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or overnight courier. Notices transmitted by facsimile transmission shall be deemed delivered upon confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail in accordance with the provisions of this Section 14. If notice is received after 4:30 p.m. in the time zone in which the party is located or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

15. Amendment to Agreement. No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by both the City and District.

16. Severability. In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect. This Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the parties.

17. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, grantees, transferees, successors, and assigns.

18. Governing Law. This Agreement is made under and shall be construed in accordance with the laws of the State of California.

19. No Partnership/Joint Venture. This Agreement does not evidence a partnership or joint venture between the City and District or any other party or affiliate.

20. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

21. Captions and Headings. The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define the scope or the extent of this Agreement or the construction of any provision.

22. Voluntary Agreement: Authority to Execute. Each party hereto represents that it has read this Agreement in full and understands and voluntarily agrees to all provisions herein. The parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant data, through sources of their own selection, including consultation with counsel of their choosing, in deciding whether to execute this Agreement. The

signatories to this Agreement represent that they have the proper authority to execute this Agreement on behalf of the respective party.

23. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

24. Attorney's Fees. The parties agree that in the event of controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, the interpretation thereof or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, a reasonable sum as and for attorneys' and paraprofessionals' fees as determined by the arbitrator in any arbitration, court in any litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

"CITY OF PARLIER"

By 
Armando Lopez, Mayor

"DISTRICT"
CONSOLIDATED IRRIGATION
DISTRICT

By 
Robert Nielsen, Jr., Board President
Consolidated Irrigation District
2255 Chandler Street
Selma, California 93662

EXHIBIT A

CALCULATION OF NET GROUNDWATER PUMPED

	1	2	3	4	5	6	7	8	9
City	Total GH2O Pumped ⁽¹⁾	Discharge to WWTP ⁽²⁾	ET ⁽³⁾	Net WWTP Recharge ⁽⁴⁾	Ramp up Reduction Factor ⁽⁵⁾	Allowed WWTP Recharge ⁽⁶⁾	City Acreage ⁽⁷⁾	Stormwater Recharge ⁽⁸⁾	Net GH2O Pumped ⁽⁹⁾
			2×0.15	$2 - 3$		4×5		$7 \times 0.92 \times 0.4$	$1 - (6+8)$
Panther	3,246	1,567	265	1,392	0.9	1,199	1,423	524	1,519

- (1) Groundwater pumping (if acre feet) reported to State Dept. of Health, Office of Drinking Water.
- (2) Effluent discharge (in acre feet) to ponds at Wastewater Treatment Plant (WWTP) as reported by Panther.
- (3) Evapotranspiration (ET) in acre feet at WWTP. For City of Fresno data, 15% water loss is assumed due to pond evaporation, sludge drying, etc. This loss is deducted from discharge to WWTP to produce net WWTP recharge.
- (4) Net direct recharge (in acre feet) at WWTP after deducting for ET.
- (5) Since the "ramp-up" of annual contributions set forth in paragraph 2(b) of the Agreement provides, in effect, a discount in favor of the City, this factor reduces the recharge by 80% (reduces the recharge by 10%) as partial compensation to CID.
- (6) Allowed WWTP recharge (in acre feet). Volume is determined by multiplying net WWTP recharge by reduction factor.
- (7) Total acreage within the city limits as circled by LAFCO.
- (8) Volume (in acre feet) of stormwater recharged by CID. Calculated by multiplying city acreage by average annual rainfall of 0.92 feet (11 inches) and multiplying by runoff coefficient (0.4) that accounts for lane use as used by Fresno Metro Flood Control District.
- (9) Net groundwater pumped (in acre feet) is determined by subtracting allowed WWTP recharge and stormwater recharge from total groundwater pumped.

EXHIBIT B

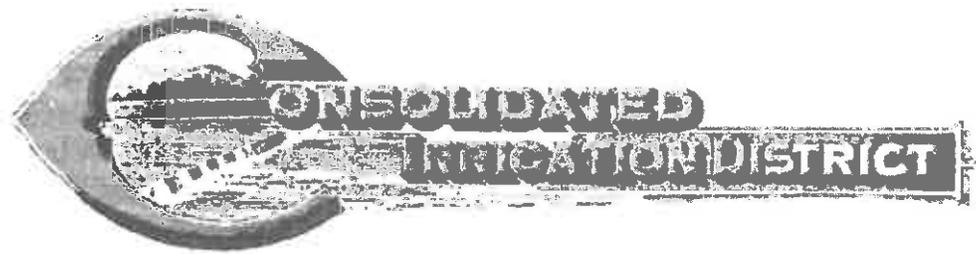
Drained Acres

City	Drained Acres ⁽¹⁾	Drainage Fee Drain acres X \$150
Parlier	80	\$12,000

(1) Current estimate, subject to change pursuant to Section 2, paragraph c.

EXHIBIT "C"

DISTRICT FACILITIES STANDARDS



STANDARD DETAILS

JUNE 2008

CONSOLIDATED IRRIGATION DISTRICT STANDARD DETAILS

TABLE OF CONTENTS

SHEET NO.	DWG. NO.	DESCRIPTION
1	N-1	CONSOLIDATED IRRIGATION DISTRICT GENERAL NOTES
2	N-2	CONSOLIDATED IRRIGATION DISTRICT GENERAL NOTES
3	P-1	PIPE BEDDING & BACKFILL FOR REINFORCED CONCRETE PIPE
4	P-2	PIPELINE COLLAR CONNECTIONS
5	P-3	PIPELINE INLET & OUTLET STRUCTURES
6	P-4	PIPELINE TURNOUTS
7	P-5	PIPELINE AIR VENTS
8	P-6	PIPELINE MANHOLE / AIR VENTS
9	C-1	EARTH CANAL CONSTRUCTION DETAILS
10	C-2	LINED CANAL CONSTRUCTION DETAILS
11	M-1	METAL COVERS FOR PIPELINE STRUCTURES
12	M-2	GUARD POSTS
13	M-3	BOARD GUIDES
14	M-4	ELECTRIC UTILITY LINE CROSSING OF CANALS
15	M-5	CANAL FENCING
16	M-6	GUARD RAILING

CONSOLIDATED IRRIGATION DISTRICT GENERAL NOTES

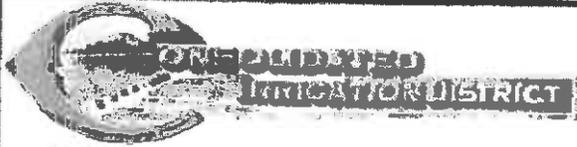
- 1 THESE STANDARD DETAILS ARE INTENDED TO PROVIDE PROJECT PLANNERS WITH THE GENERAL CONSTRUCTION REQUIREMENTS OF CONSOLIDATED IRRIGATION DISTRICT (CID). SPECIFIC CONSTRUCTION PLANS CONFORMING TO THESE STANDARDS SHALL BE SUBMITTED TO CID FOR APPROVAL, AND NO WORK SHALL BE DONE ON CID FACILITIES WITHOUT PRIOR CID APPROVAL. CID RESERVES THE RIGHT TO APPLY (AT CID'S DISCRETION) MORE STRINGENT REQUIREMENTS THAN THOSE SET FORTH IN THESE STANDARDS.
- 2 NO WORK THAT INTERFERES WITH CID'S OPERATION AND MAINTENANCE ACTIVITIES WILL BE PERMITTED.
- 3 WORK THAT IS BELOW THE NORMAL OPERATING WATER LEVEL IN CID'S CANALS SHALL INCLUDE PROVISIONS FOR BYPASSING POTENTIAL STORM WATER FLOWS OR UPSTREAM DISCHARGES INTO THE CANAL BY GROWERS.
- 4 PIPELINES THAT ARE 36-INCHES IN DIAMETER OR LARGER AND PROPOSED AT THE FOLLOWING LOCATIONS SHALL BE RUBBER GASKET REINFORCED CONCRETE PIPE (RGRCP) IN ACCORDANCE WITH ASTM C-76, CLASS III. PIPE AT RAILROAD CROSSINGS SHALL BE CLASS V. WITHOUT EXCEPTION, RGRCP SHALL BE MANUFACTURED BY CENTRIFUGALLY SPUN OR WET CAST METHODS.
 - WITHIN OR ADJACENT TO EXISTING OR FUTURE ROAD RIGHTS-OF-WAY
 - WITHIN EXISTING OR FUTURE PAVED AREAS
 - EASEMENTS THAT ARE WITHIN OR ADJACENT TO EXISTING OR PLANNED RESIDENTIAL OR COMMERCIAL PROPERTIES
 - EASEMENTS THAT ARE IN CLOSE PROXIMITY TO EXISTING OR PLANNED STRUCTURES (ABOVE OR BELOW GROUND) THAT COULD BE ADVERSELY AFFECTED BY PIPELINE LEAKAGE

PIPELINES THAT ARE 36-INCHES IN DIAMETER OR LARGER AND PROPOSED AT OTHER LOCATIONS SHALL BE RGRCP IN ACCORDANCE WITH ASTM C-76, CLASS III OR CLASS V, AND MAY BE MANUFACTURED BY OTHER METHODS THAT WILL MEET THE REQUIREMENTS OF ASTM C-76. CID MAY REQUIRE SPUN OR WET CAST MANUFACTURED RGRCP AT ANY LOCATION BASED ON SPECIFIC SITE CONDITIONS.

PIPELINES THAT ARE LESS THAN 36-INCHES IN DIAMETER SHALL BE RGRCP IN ACCORDANCE WITH THE ABOVE PROVISIONS, OR POLYVINYL CHLORIDE (PVC) PIPE WITH A MINIMUM DIMENSION RATIO (DR) OF 32.5.

THE USE OF STEEL PIPE WILL BE CONSIDERED ON A CASE BY CASE BASIS.

OTHER TYPES OF PIPE OR PIPE MATERIALS ARE NOT ACCEPTABLE FOR THE DELIVERY OF CID IRRIGATION WATER, EXCEPT FOR SPECIAL APPLICATIONS SUCH AS BORING AND JACKING OF NEW PIPELINES OR SLEEVE LINING OF EXISTING PIPELINES.
- 5 ELBOWS FOR REINFORCED CONCRETE PIPE SHALL BE SHOP FABRICATED. FIELD CONSTRUCTED PIPE ELBOWS WILL NOT BE ALLOWED.
- 6 STEEL REINFORCED CONCRETE FOR ALL CANAL AND PIPELINE STRUCTURES AND FIBER REINFORCED CONCRETE FOR CANAL LINING SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI. CEMENT SHALL BE PORTLAND CEMENT, TYPE II, AND SHALL CONFORM TO ASTM C-150. A MINIMUM OF 5½ SACKS OF CEMENT TO EACH CUBIC YARD OF CONCRETE SHALL BE USED. THE NET WATER-CEMENT RATIO SHALL NOT EXCEED 0.60 BY WEIGHT. MAXIMUM SLUMP SHALL NOT EXCEED 4-INCHES UNLESS APPROVED BY CID FOR SPECIFIC APPLICATIONS.
- 7 REINFORCING STEEL FOR CONCRETE SHALL CONFORM TO DESIGNATION A-615 GRADE 60 FOR DEFORMED AND PLAIN BILLET STEEL BARS. ALL REINFORCING BAR BENDS SHALL HAVE A MINIMUM RADIUS OF SIX BAR DIAMETERS AND SPLICES SHALL BE LAPPED FORTY BAR DIAMETERS.
- 8 MISCELLANEOUS METAL SHALL BE HOT DIP GALVANIZED. FABRICATED STEEL STRUCTURES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
- 9 CID IS NOT RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES, BACKFILLING OF CANALS, GROUND PREPARATION FOR NEW CONSTRUCTION, OR DEWATERING OF EXISTING FACILITIES.

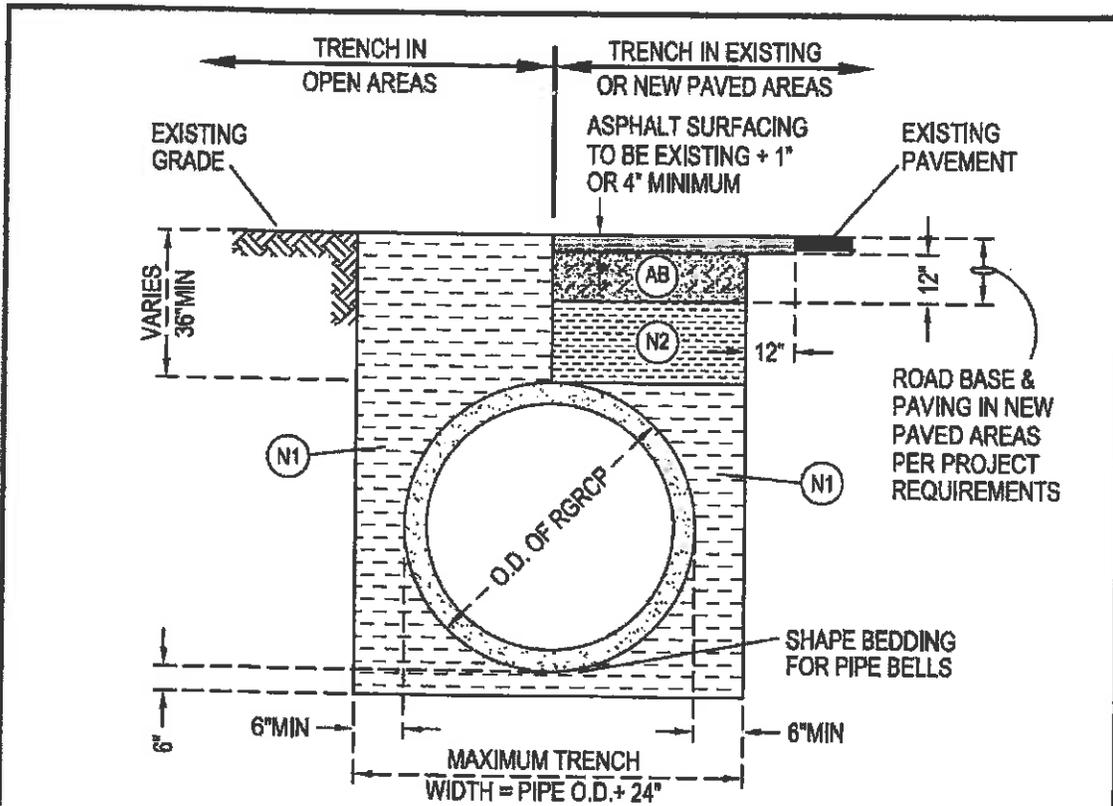
 <p style="font-size: small;">SELMA CALIFORNIA</p> <p style="font-weight: bold;">SUMMERS ENGINEERING INC.</p> <p style="font-size: x-small;">Consulting Engineers & Architects</p>	STANDARD DETAILS GENERAL NOTES	DWG. NO. N-1
		REV. NO. 5 JUN. 2008
		SHEET NO. 1

CONSOLIDATED IRRIGATION DISTRICT GENERAL NOTES

- 10** RIGHT-OF-WAY REQUIREMENTS WILL BE DETERMINED BY CID FOR NEW OR REPLACEMENT FACILITIES. THE PROJECT DEVELOPER SHALL BE RESPONSIBLE FOR PREPARING RIGHT-OF-WAY DOCUMENTS, ACQUIRING SIGNATURES, AND RECORDING THE DOCUMENTS.
- 11** FOLLOWING INSTALLATION AND BACKFILL OF NEW PIPELINES, A HYDROSTATIC FIELD TEST SHALL BE CONDUCTED. THE PIPE SHALL BE FILLED AND KEPT FILLED WITH WATER FOR AT LEAST 24 HOURS PRIOR TO THE START OF FIELD TESTING. THE PRESSURE FOR TESTING SHALL BE EQUAL TO 120% OF THE MAXIMUM OPERATING PRESSURE AS DETERMINED BY CID. MAXIMUM LEAKAGE DURING TESTING SHALL NOT EXCEED 80 GALLONS PER DAY PER DIAMETER INCH PER MILE OF PIPE. TESTING AND REPAIR SHALL CONTINUE UNTIL ACTUAL LEAKAGE IS REDUCED TO THE ALLOWABLE LEAKAGE FOR 24 HOURS. REGARDLESS OF ACTUAL LEAKAGE, ALL VISIBLE LEAKS SHALL BE REPAIRED. IF VISIBLE LEAKAGE OR LEAKAGE IN EXCESS OF ALLOWABLE PERSISTS, THE JOINT OR JOINTS OF PIPE SHALL BE REMOVED, REPLACED WITH NEW PIPE, AND RE-TESTED.
- 12** OPEN DITCHES LOCATED WITHIN OR ALONG OR WITHIN THE VICINITY OF THE BOUNDARIES OF A PROPOSED LAND DEVELOPMENT SHALL BE REPLACED WITH BURIED PIPELINES IN ACCORDANCE WITH THESE STANDARDS, PROVIDED THAT THE HYDRAULIC REQUIREMENTS OF THE DITCH CAN BE SATISFIED WITH 84-INCH DIAMETER OR SMALLER PIPE. CID RESERVES THE RIGHT TO REQUIRE BURIED PIPELINES OR CULVERTS LARGER THAN 84-INCHES IN DIAMETER TO MITIGATE SPECIFIC SITE CONDITIONS. CID ALSO RESERVES THE RIGHT TO REQUIRE ANY EXISTING DITCH TO REMAIN AN OPEN CHANNEL.
- 13** CONTRACTORS OR AGENCIES PERFORMING WORK WITHIN CID RIGHT-OF-WAY SHALL PROVIDE A CERTIFICATE OF INSURANCE TO THE DISTRICT WITH THE FOLLOWING MINIMUM COVERAGE AMOUNTS AND SHALL MAINTAIN SAID INSURANCE UNTIL THE WORK IS COMPLETE. CERTIFICATE SHALL NAME CID, ITS OFFICERS, AGENTS, AND EMPLOYEES AS ADDITIONAL INSURED PARTIES.

<u>GENERAL LIABILITY</u>	
GENERAL AGGREGATE	\$2,000,000
PRODUCTS & COMPLETED OPERATIONS, AGGREGATE	\$2,000,000
PERSONAL & ADVERTISING INJURY, AGGREGATE	\$2,000,000
EACH OCCURRENCE	\$2,000,000
FIRE DAMAGE (ANY ONE FIRE)	\$50,000
MEDICAL EXPENSE (ANY ONE PERSON)	\$5,000
<u>AUTOMOBILE LIABILITY</u>	
COMBINED BODILY INJURY AND/OR PROPERTY DAMAGE, SINGLE LIMIT	\$2,000,000

 <p>95174 CALIFORNIA</p> <p>SUMMERS ENGINEERING INC. Consulting Engineers</p>	<p>STANDARD DETAILS</p> <p>GENERAL NOTES</p>	<p>DWG. NO.</p> <p>N-2</p>
		<p>REV. NO. 5</p> <p>JUN. 2008</p>
		<p>SHEET NO.</p> <p>2</p>



EXPLANATION OF SYMBOLS

- (AB) CLASS 2 AGGREGATE BASE COMPACTED TO 95% MAXIMUM DRY DENSITY
- (N1) NATIVE MATERIAL COMPACTED TO 90% MAXIMUM DRY DENSITY
- (N2) NATIVE MATERIAL COMPACTED TO 95% MAXIMUM DRY DENSITY

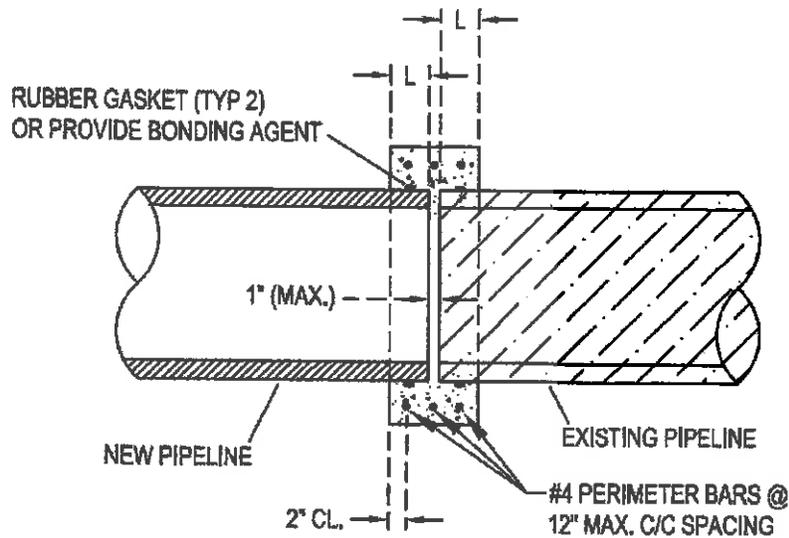
TRENCH BACKFILL NOTES:

- ▶ 1. CLASS 2 AGGREGATE BASE PER SECTION 26 OF CALTRANS STANDARD SPECIFICATIONS.
- ▶ 2. MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557 FOR COHESIVE MATERIALS.
- ▶ 3. EXISTING ASPHALT TO BE REMOVED FROM JOB SITE (NOT TO BE PLACED IN BACKFILL).
- ▶ 4. JETTING OF TRENCH BACKFILL IS NOT PERMITTED.

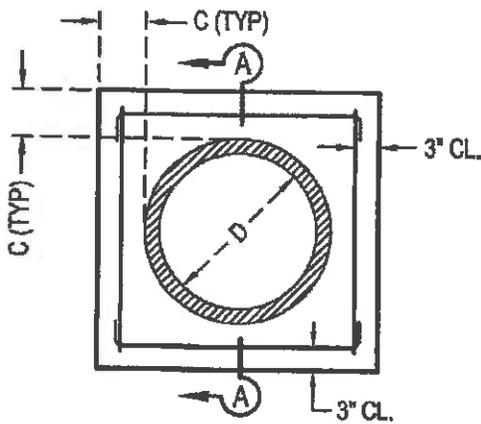
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STANDARD DETAILS
BEDDING AND BACKFILL FOR REINFORCED CONCRETE PIPE

DWG. NO. **P-1**
 REV. NO. **5**
 JUN. 2008
 SHEET NO. **3**



SECTION A-A



MINIMUM DIMENSIONS

D	L	C
12"-42"	12"	6"
>42"	18"	12"

NOTES:

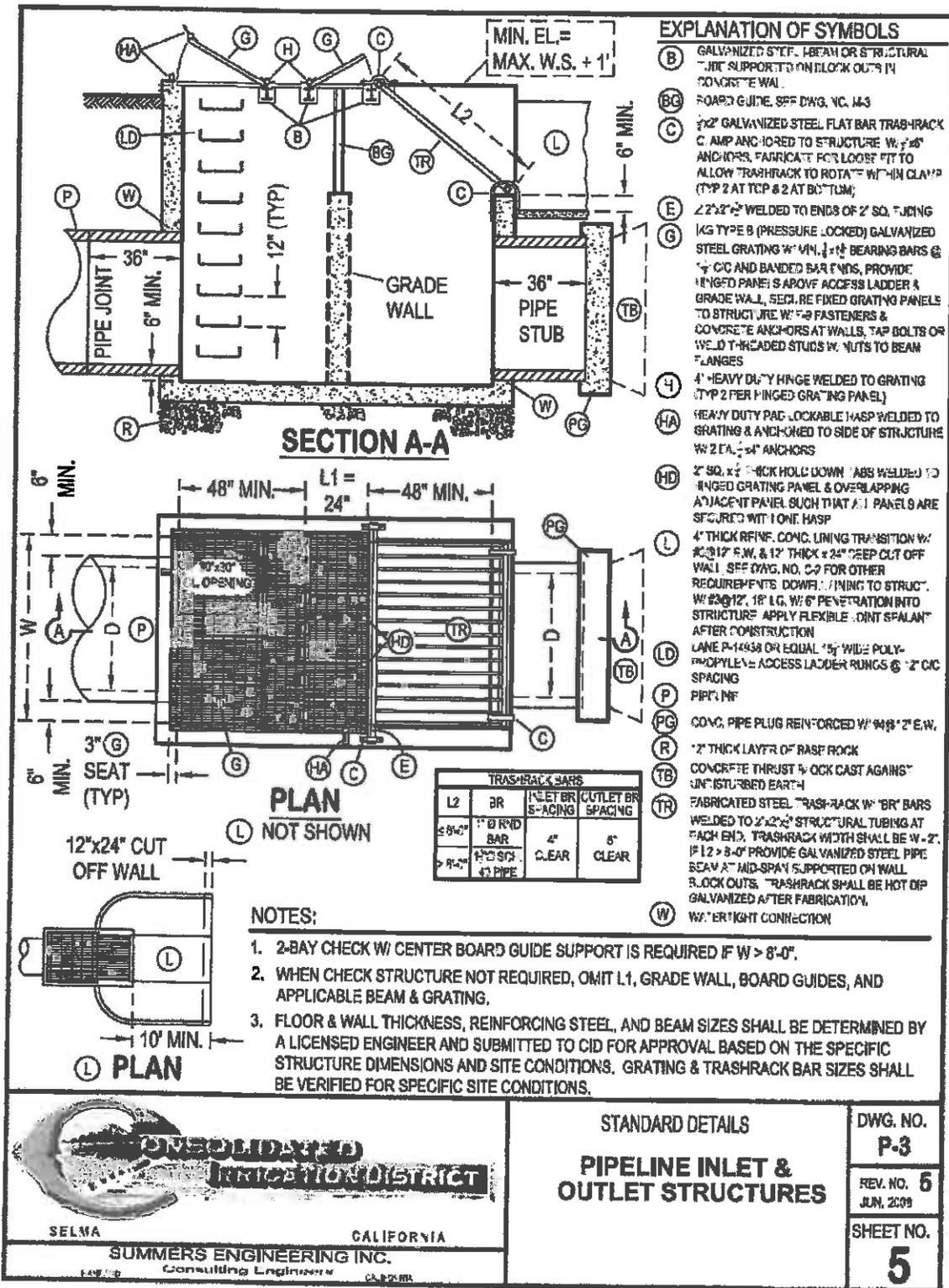
1. VERTICAL FACES OF COLLAR SHALL BE FORMED WITH RIGID CONCRETE FORMS.

TRANSVERSE SECTION

SELMA CALIFORNIA
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 Consulting Engineers

STANDARD DETAILS
PIPELINE COLLAR CONNECTIONS

DWG. NO.
P-2
 REV. NO. **5**
 JUN. 2008
 SHEET NO.
4



- EXPLANATION OF SYMBOLS**
- (B) GALVANIZED STEEL BEAM OR STRUCTURAL TUBE SUPPORTED ON BLOCK OUTS IN CONCRETE WALL
 - (BG) BOARD GUIDE, SEE DWG. NO. M-3
 - (C) 2"x2" GALVANIZED STEEL FLAT BAR TRASH-RACK CLAMP ANCHORED TO STRUCTURE W/ 2"x6" ANCHORS, FABRICATE FOR LOOSE FIT TO ALLOW TRASHRACK TO ROTATE WITHIN CLAMP (TYP 2 AT TOP & 2 AT BOTTOM)
 - (E) 2"x2" WELDED TO ENDS OF 2" SQ. TUBING
 - (G) (KG TYPE B (PRESSURE LOCKED) GALVANIZED STEEL GRATING W/ MIN. 1/4" BEARING BARS @ 1/4" C/C AND BANDED BAR ENDS, PROVIDE HINGED PANELS ABOVE ACCESS LADDER A GRADE WALL, SECURE FIXED GRATING PANELS TO STRUCTURE W/ 2" FASTENERS & CONCRETE ANCHORS AT WALLS, TOP BOLTS OR WELD T-HEADED STUDS W/ NUTS TO BEAM FLANGES
 - (H) 4" HEAVY DUTY HINGE WELDED TO GRATING (TYP 2 PER HINGED GRATING PANEL)
 - (HA) HEAVY DUTY PAD LOCKABLE HASP WELDED TO GRATING & ANCHORED TO SIDE OF STRUCTURE W/ 2"x4" ANCHORS
 - (HD) 2" SQ. x 1/4" THICK HOLD DOWN TABS WELDED TO HINGED GRATING PANEL & OVERLAPPING ADJACENT PANEL SUCH THAT ALL PANELS ARE SECURED WITH ONE HASP
 - (L) 4" THICK REINFC. CONC. LINING TRANSITION W/ RC @ 12" R.W. & 1/2" THICK x 24" DEEP CUT OFF WALL, SEE DWG. NO. C-2 FOR OTHER REQUIREMENTS DOWN TO FINISH TO STRUCTURE W/ #3@12" 18" LG. W/ 6" PENETRATION INTO STRUCTURE APPLY FLEXIBLE JOINT SEALANT AFTER CONSTRUCTION
 - (LD) LANE P-14558 OR EQUAL 1/2" WIDE POLYPROPYLENE ACCESS LADDER RUNGS @ 2" C/C SPACING
 - (P) PIPE LINE
 - (PG) CONC. PIPE PLUG REINFORCED W/ #4@2" E.W.
 - (R) 2" THICK LAYER OF BASE ROCK
 - (TB) CONCRETE THRUST BLOCK CAST AGAINST UNDISTURBED EARTH
 - (TR) FABRICATED STEEL TRASH-RACK W/ "BR" BARS WELDED TO 2"x2" STRUCTURAL TUBING AT EACH END, TRASHRACK WIDTH SHALL BE W - 2". IF 12" > 8" PROVIDE GALVANIZED STEEL PIPE BEAM AT MID-SPAN SUPPORTED ON WALL BLOCK OUTS, TRASHRACK SHALL BE HOT DIP GALVANIZED AFTER FABRICATION, W/ TIGHT CONNECTION
 - (W) W/ TIGHT CONNECTION

TRASHRACK BARS			
L2	3R	INLET BR SPACING	OUTLET BR SPACING
≤ 8'-0"	1" Ø RND BAR	4"	5"
> 8'-0"	1 1/2" Ø SCS 42 PIPE	CLEAR	CLEAR

- NOTES:**
- 2-BAY CHECK W/ CENTER BOARD GUIDE SUPPORT IS REQUIRED IF W > 8'-0".
 - WHEN CHECK STRUCTURE NOT REQUIRED, OMIT L1, GRADE WALL, BOARD GUIDES, AND APPLICABLE BEAM & GRATING.
 - FLOOR & WALL THICKNESS, REINFORCING STEEL, AND BEAM SIZES SHALL BE DETERMINED BY A LICENSED ENGINEER AND SUBMITTED TO CID FOR APPROVAL BASED ON THE SPECIFIC STRUCTURE DIMENSIONS AND SITE CONDITIONS. GRATING & TRASHRACK BAR SIZES SHALL BE VERIFIED FOR SPECIFIC SITE CONDITIONS.

CONSOLIDATED IRRIGATION DISTRICT

SELMA CALIFORNIA

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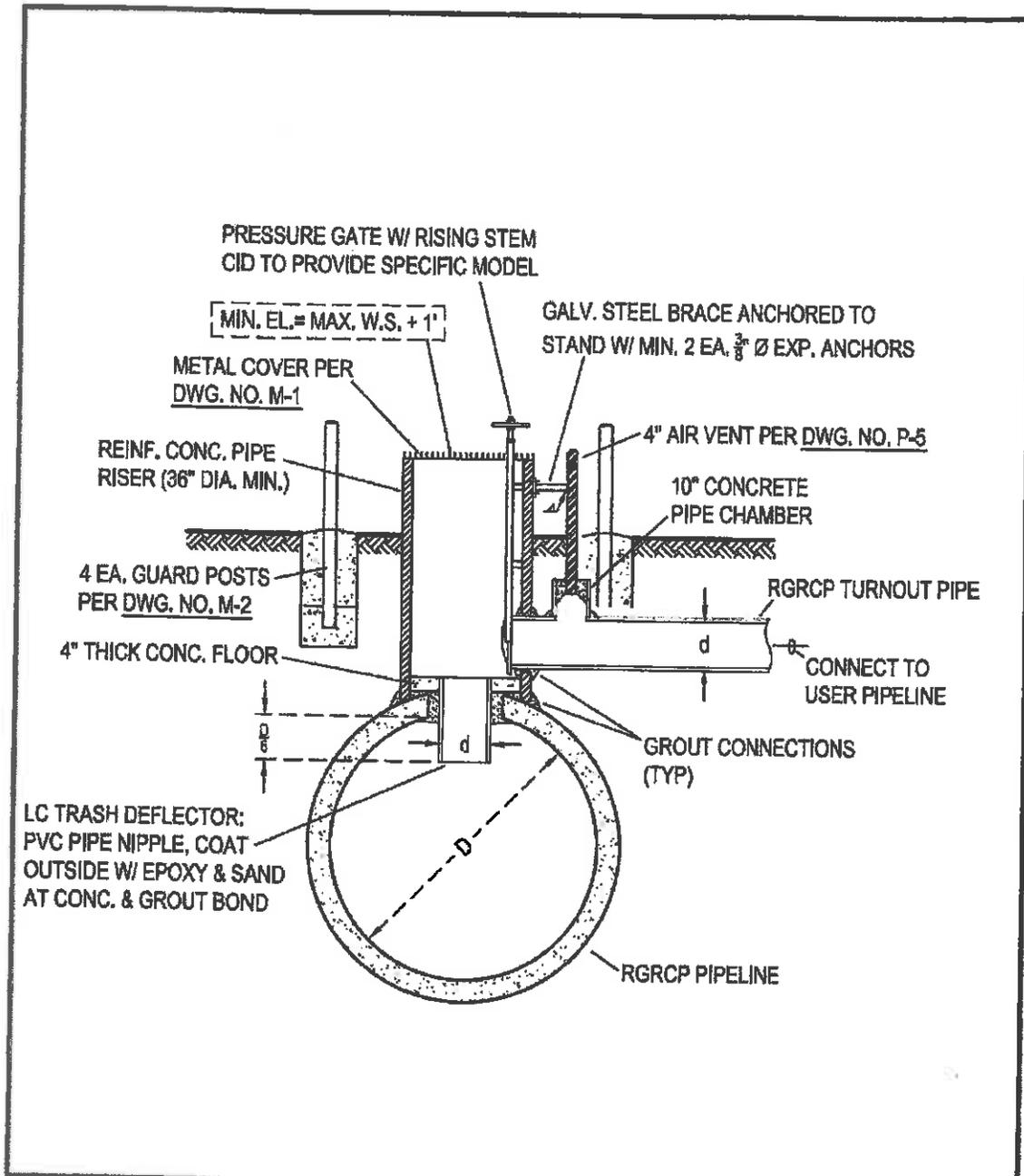
STANDARD DETAILS

PIPELINE INLET & OUTLET STRUCTURES

DWG. NO. **P-3**

REV. NO. **6**
JUN. 2009

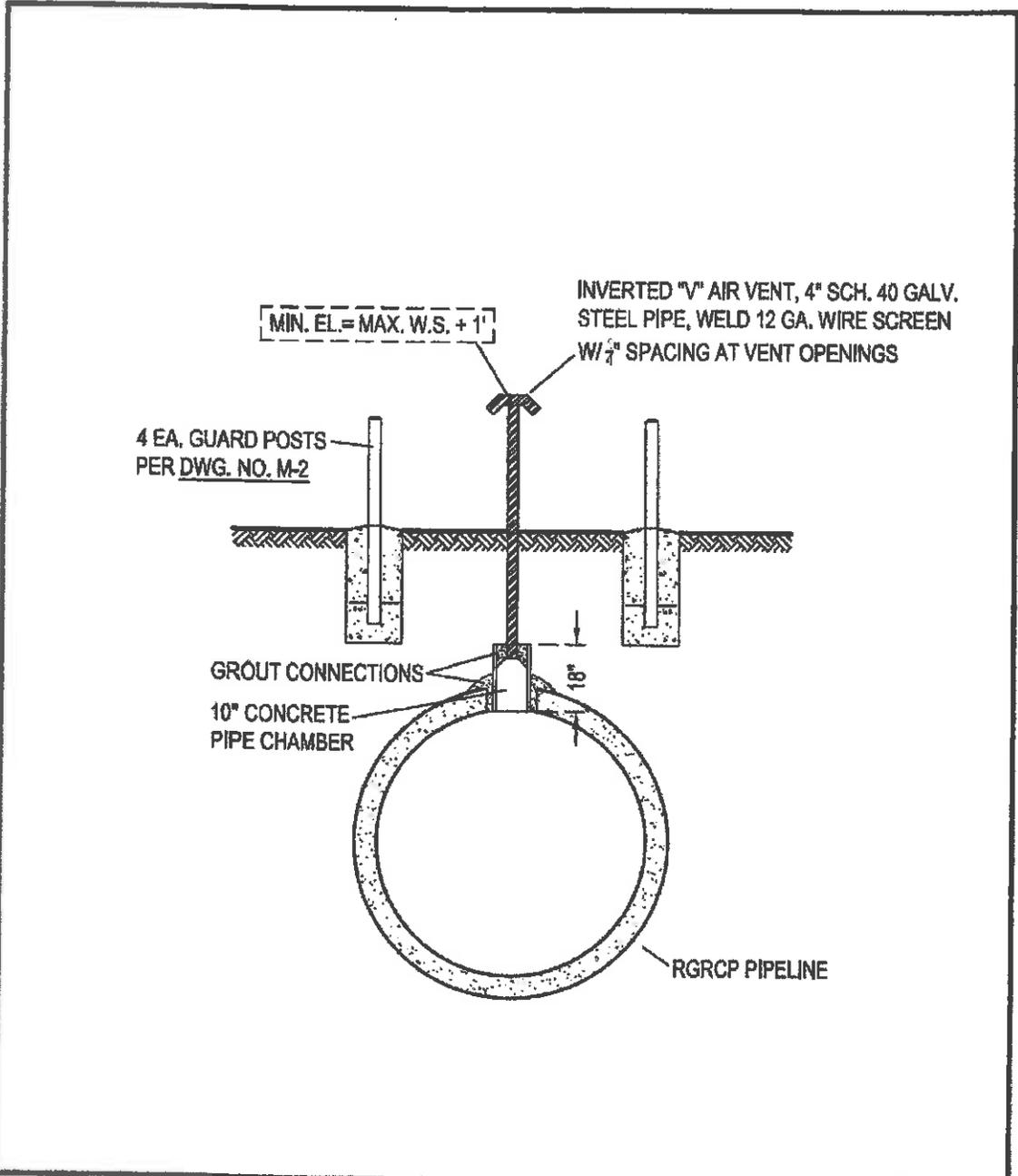
SHEET NO. **5**



CONSOLIDATED IRRIGATION DISTRICT
 SF IMA CALIFORNIA
SUMMERS ENGINEERING INC.
 Consulting Engineers CALIFORNIA

STANDARD DETAILS
PIPELINE TURNOUTS

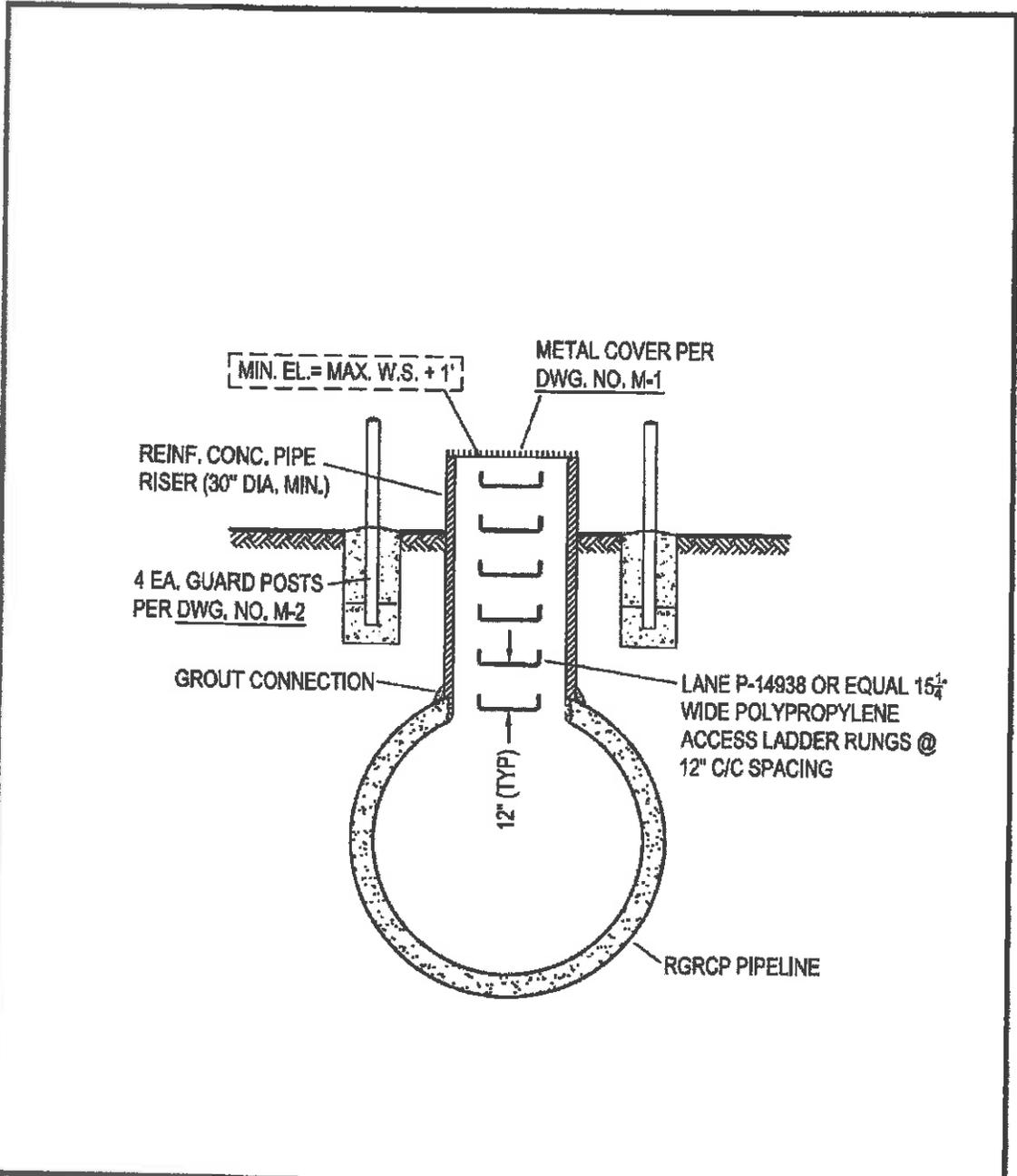
DWG. NO.	P-4
REV. NO.	5
JUN. 2008	
SHEET NO.	6



CONSOLIDATED IRRIGATION DISTRICT
 SELMA CALIFORNIA
SUMMERS ENGINEERING INC.
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STANDARD DETAILS
PIPELINE AIR VENTS

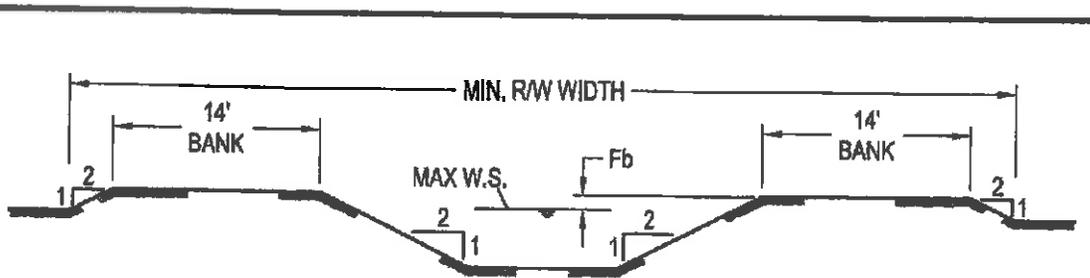
DWG. NO. P-5
REV. NO. 5 JUN. 2008
SHEET NO. 7



CONSOLIDATED IRRIGATION DISTRICT
 SELMA CALIFORNIA
SUMMERS ENGINEERING INC.
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STANDARD DETAILS
**PIPELINE
 MANHOLE / AIR VENT**

DWG. NO.
P-6
 REV. NO. **5**
 JUN, 2008
 SHEET NO.
8



TYPICAL EARTH CANAL CROSS SECTION

MINIMUM FREEBOARD

FLOW (CFS)	Fb
< 50	12"
50 - 100	18"
>100 - 500	24"
> 500	36"

NOTES:

1. CANAL BANKS SHALL BE CONSTRUCTED WITH COMPACTED EMBANKMENT PLACED IN HORIZONTAL LAYERS NOT MORE THAN 8" THICK.
2. COMPACTED EMBANKMENT SHALL BE FREE OF ALL ROOTS, BRUSH, OR OBJECTIONABLE ORGANIC MATERIAL, DEBRIS, AND ROCKS LARGER THAN 6" IN DIAMETER.
3. COMPACTED EMBANKMENT SHALL BE COMPACTED TO 90% OF MAXIMUM DRY DENSITY PER ASTM D-1557 FOR COHESIVE MATERIAL, OR 70% RELATIVE DENSITY FOR COHESIONLESS MATERIAL. RELATIVE DENSITY SHALL BE DETERMINED BY THE FOLLOWING FORMULA, WHERE MAXIMUM DENSITY IS THE HIGHEST DRY UNIT WEIGHT OF THE SOIL, MINIMUM DENSITY IS THE LOWEST DRY UNIT WEIGHT OF THE SOIL, AND IN PLACE DENSITY IS THE DRY UNIT WEIGHT OF THE SOIL IN PLACE.

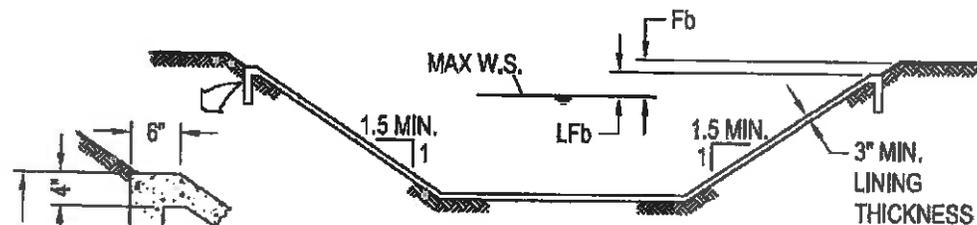
$$\text{RELATIVE DENSITY (\%)} = \frac{\text{MAX. DENSITY} \times (\text{IN PLACE DENSITY} - \text{MIN. DENSITY})}{\text{IN PLACE DENSITY} \times (\text{MAX. DENSITY} - \text{MIN. DENSITY})} \times 100$$

4. CANAL PRISM SHALL BE EXCAVATED AND UNIFORMLY TRIMMED AND GRADED TO THE REQUIRED DEPTH, WIDTH, AND SLOPES.
5. FINISHED BANKS SHALL BE GRADED TO DRAIN AWAY FROM THE CANAL.
6. CID'S MINIMUM RIGHT-OF-WAY WIDTH FOR CANALS SHALL INCLUDE THE CANAL PRISM, THE BANKS, AND THE OUTSIDE CUT OR FILL SLOPES OF THE BANKS. FENCES, WALLS, OR OTHER NON-CID STRUCTURES WILL NOT BE PERMITTED WITHIN THE CANAL RIGHT-OF-WAY.

CONSOLIDATED IRRIGATION DISTRICT
SELMA CALIFORNIA
SUMMERS ENGINEERING INC.
Consulting Engineers

STANDARD DETAILS
EARTH CANAL CONSTRUCTION DETAILS

DWG. NO. **C-1**
REV. NO. **5**
JUN, 2008
SHEET NO. **9**



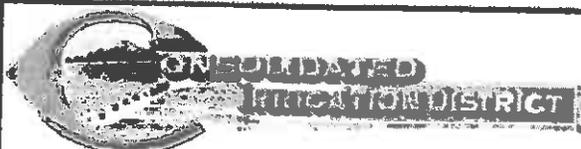
TYPICAL CONCRETE LINED CANAL CROSS SECTION

MINIMUM FREEBOARD

FLOW (CFS)	LFb	Fb
< 50	12"	15"
50 - 100	12"	18"
>100 - 500	15"	24"
> 500	18"	36"

NOTES:

1. EARTHWORK FOR NEW LINED CANALS SHALL BE IN ACCORDANCE WITH DWG. NO. C-1. LINING OF EXISTING CANALS SHALL BE PLACED ON A FIRM AND UNIFORM FOUNDATION.
2. CONCRETE FOR LINING SHALL INCLUDE 1.5 POUNDS OF POLYPROPYLENE FIBER FILAMENTS PER CUBIC YARD OF CONCRETE TO BE ADDED AT THE TIME OF BATCHING. FIBERS SHALL BE $\frac{3}{4}$ " LONG IN ACCORDANCE WITH ASTM C-1116.
3. THE SUB BASE EARTHEN MATERIALS SHALL BE KEPT MOISTENED TO NEAR OPTIMUM MOISTURE CONTENT PRIOR TO PLACEMENT OF CONCRETE LINING.
4. THE TEMPERATURE OF CONCRETE AS MIXED AND PLACED SHALL NOT BE LESS THAN 55°F, NOR GREATER THAN 90°F. THE MINIMUM TEMPERATURE SHALL BE MAINTAINED FOR THE FIRST 72 HOURS OF CURING.
5. CONCRETE LINING FINISH SHALL BE EQUIVALENT TO EVENNESS, SMOOTHNESS, AND FREEDOM FROM ROCK POCKETS AND SURFACE VOIDS TO THAT OBTAINABLE BY THE EFFECTIVE USE OF A LONG HANDLED STEEL TROWEL. TRANSVERSE GROOVES, $\frac{3}{8}$ " DEEP AND APPROXIMATELY $\frac{1}{2}$ " WIDE SHALL BE MADE IN THE LINING AT APPROXIMATELY 6' SPACING.
6. CANAL LINING SHALL BE CURED WITH A WHITE PIGMENTED MEMBRANE CURING COMPOUND IN ACCORDANCE WITH ASTM C-309, APPLIED IN ONE UNIFORM COAT.



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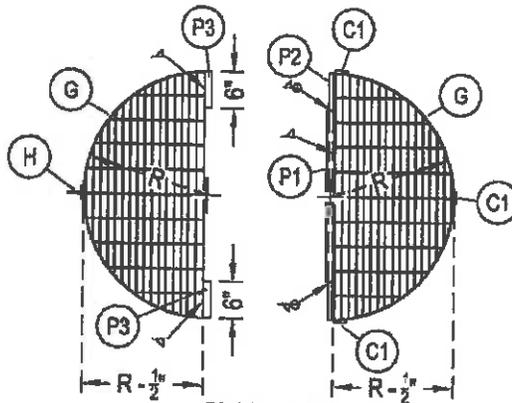
STANDARD DETAILS
**LINED CANAL
 CONSTRUCTION DETAILS**

DWG. NO.
C-2

REV. NO. **5**
 JUN, 2008

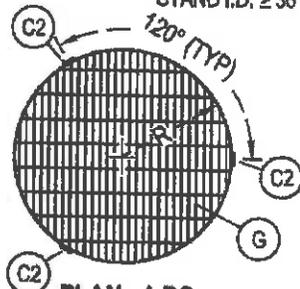
SHEET NO.

10



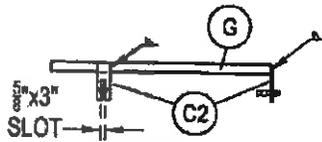
PLAN - 2 PC.

STAND I.D. $\geq 36"$

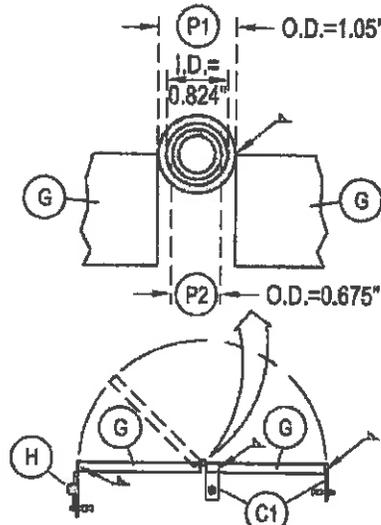


PLAN - 1 PC.

STAND I.D. $< 36"$



PROFILE - 1 PC.



PROFILE - 2 PC.

EXPLANATION OF SYMBOLS

- (C1) 2"x $\frac{3}{16}$ "x6" LG. FLAT BAR WELDED TO (G) & ANCHORED TO STRUCTURE W/ $\frac{1}{2}$ " \emptyset EXP. ANCHOR THROUGH CLOSED HOLE
- (C2) 2"x $\frac{3}{16}$ "x6" LG. FLAT BAR WELDED TO (G) & ANCHORED TO STRUCTURE W/ $\frac{1}{2}$ " \emptyset EXP. ANCHOR THROUGH SLOT
- (G) 1KG TYPE B (PRESSURE LOCKED) GALVANIZED STEEL GRATING W/ $\frac{1}{8}$ "x $1\frac{1}{2}$ " BEARING BARS @ $1\frac{1}{8}$ " C/C AND BANDED BAR ENDS
- (H) HEAVY DUTY PAD LOCKABLE HASP W/ MIN. 2"x $\frac{1}{8}$ " FLAT BAR, LOOP ANCHORED TO STRUCTURE W/ $\frac{1}{2}$ " \emptyset EXP. ANCHOR
- (P1) $\frac{3}{4}$ " SCH. 40 PIPE WELDED TO (G)
- (P2) $\frac{3}{8}$ " SCH. 40 PIPE WELDED TO (P1)
- (P3) $\frac{3}{4}$ " SCH. 40 PIPE, SLIP OVER (P2) AND WELD TO (G)

NOTES:

1. 2 PIECE HINGED COVER REQUIRED FOR STANDPIPES W/ I.D. OF 36" OR GREATER.
2. $R = \frac{1}{2} \times \text{O.D. OF STANDPIPE} + \frac{1}{8}"$.
3. OPENINGS FOR GATE FRAMES & STEMS SHALL BE BANDED AND LOCATED IN FIXED HALF OF 2 PC. COVER. GATE HAND WHEELS SHALL BE REMOVABLE FOR 1 PC. COVER.



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STANDARD DETAILS

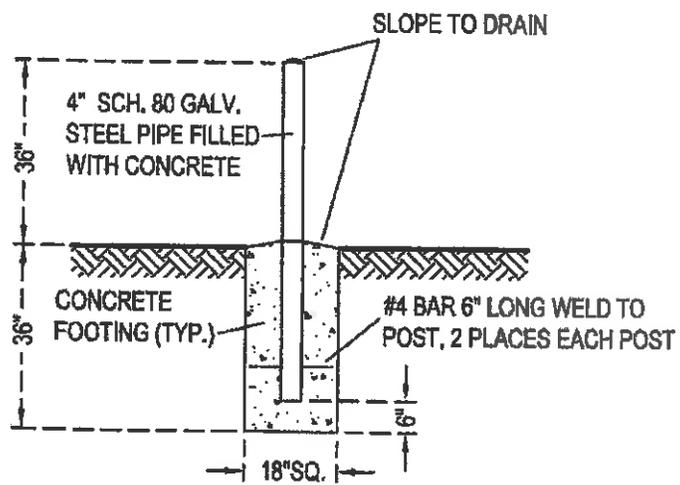
METAL COVERS FOR PIPELINE STRUCTURES

DWG. NO. **M-1**

REV. NO. **5**
JUN. 2008

SHEET NO.

11

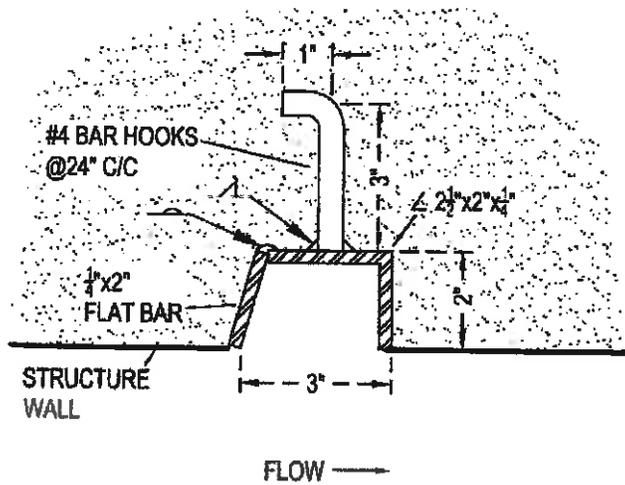


SELMA CALIFORNIA

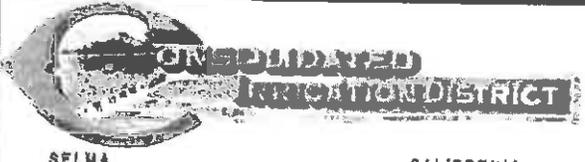
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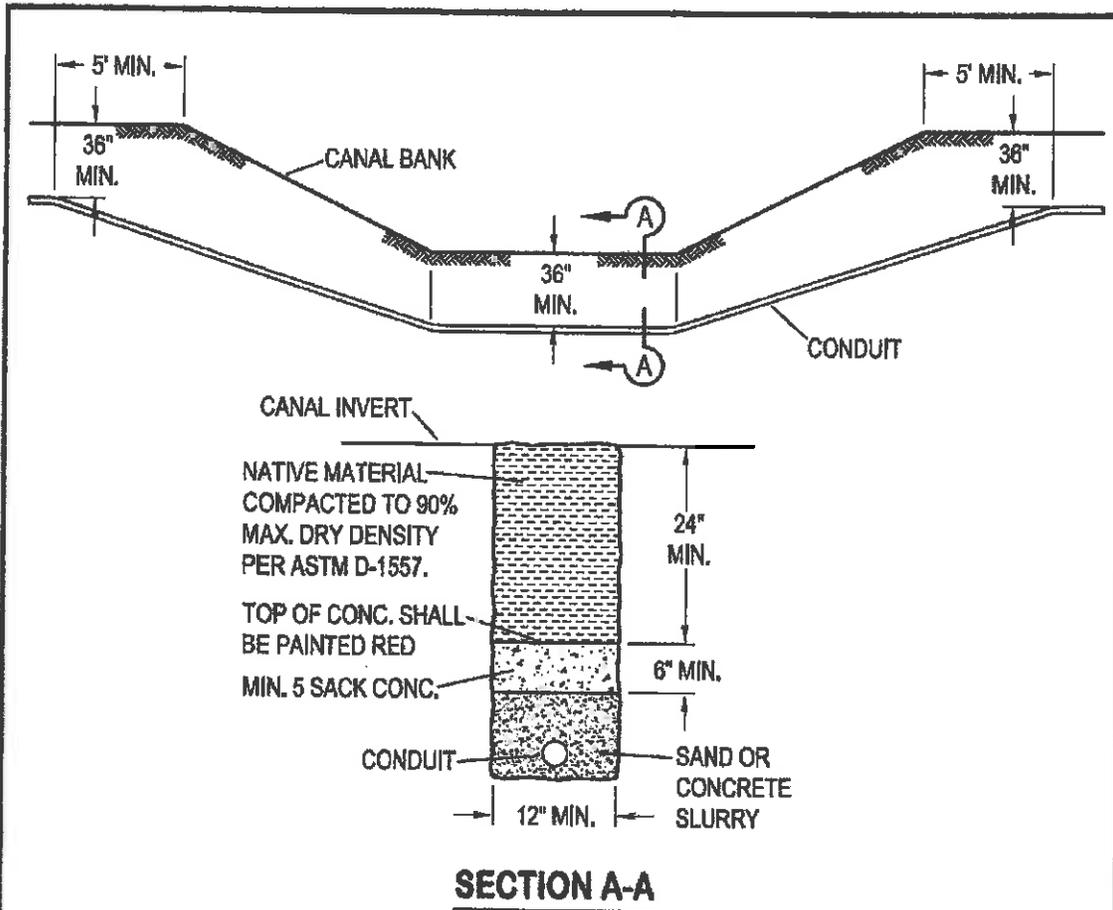
STANDARD DETAILS
GUARD POSTS

DWG. NO.	M-2
REV. NO.	5
JUN. 2009	
SHEET NO.	12



NOTES:
1. HOT DIP GALVANIZE AFTER FABRICATION.

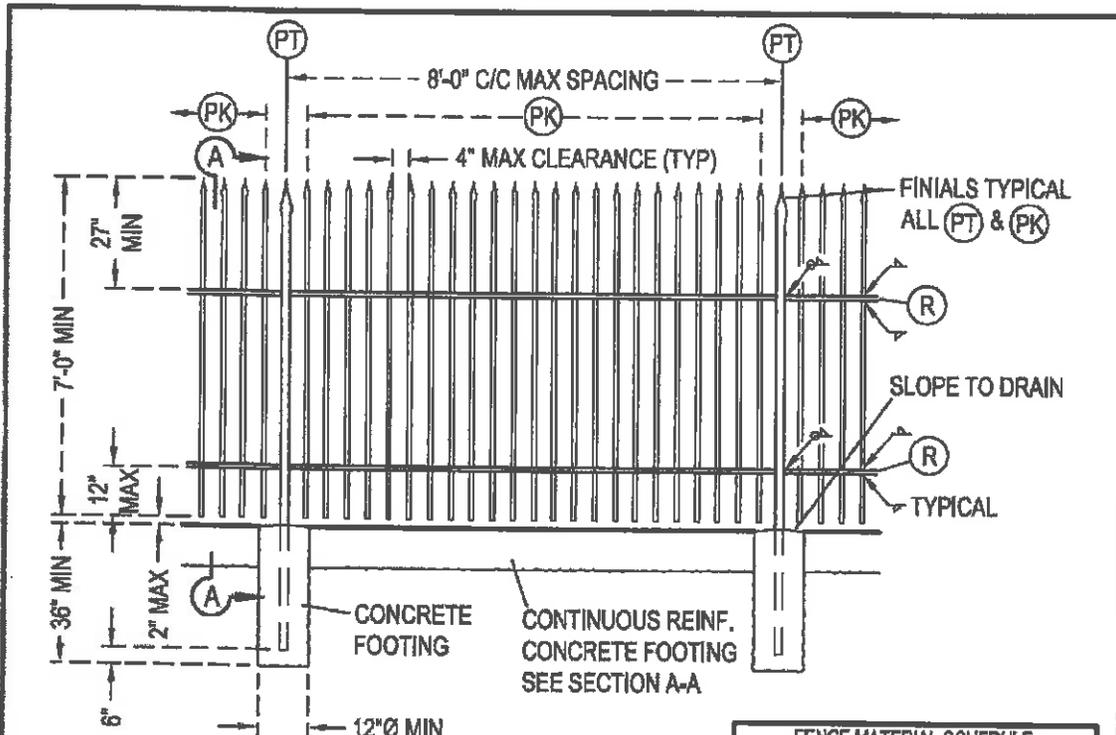
 <p>SELMA CALIFORNIA</p> <p>SUMMERS ENGINEERING INC. Consulting Engineers</p>	<p>STANDARD DETAILS BOARD GUIDES</p>	DWG. NO. M-3
		REV. NO. 5 JUN, 2008
		SHEET NO. 13



NOTES:

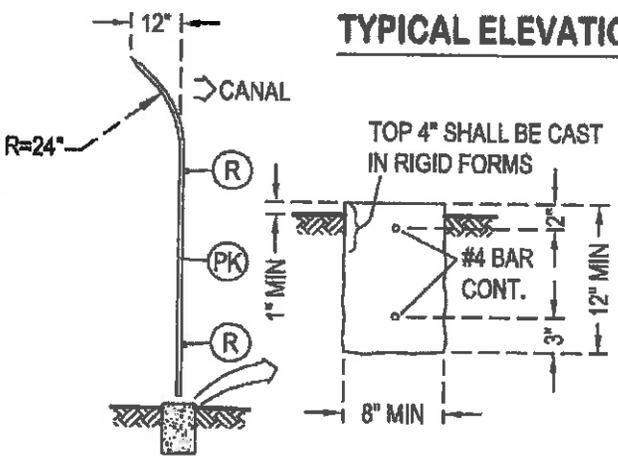
1. WHEN OPEN CUTTING THE CANAL IS NOT PERMISSIBLE BY CID, CONTRACTOR SHALL SUBMIT FOR CID APPROVAL PLANS AND SPECIFICATIONS FOR BORING AND JACKING.

 SELMA CALIFORNIA	STANDARD DETAILS ELECTRIC UTILITY LINE CROSSING OF CANAL	DWG. NO. M-4
	SUMMERS ENGINEERING INC. <small>Consulting Engineers</small>	REV. NO. 5 <small>JUN 2009</small>



TYPICAL ELEVATION

FENCE MATERIAL SCHEDULE		
SYMBOL	ITEM	STEEL CHOICES
(PK)	PICKET	1" x 0.095" SQ. TUBING OR 1" Ø x 0.065 PIPE
(PT)	POST	2" x 0.125" SQ. TUBING OR 2" Ø SCH. 40 PIPE
(R)	RAIL	1" x 0.095" SQ. TUBING



SECTION A-A

- NOTES:
1. FABRICATED STEEL FENCING SHALL BE COATED WITH 3 MILS (MIN) OF RUST INHIBITING ZINC PRIMER AND 6 MILS (MIN) OF INDUSTRIAL ENAMEL.
 2. ALTERNATIVE ALUMINUM FENCING OF THE SAME CONFIGURATION WHICH CAN BE SHOWN TO PROVIDE EQUAL PERFORMANCE MAY BE SUBMITTED TO CID FOR APPROVAL.

ORANGE COUNTY
WATER RESOURCES AUTHORITY

SELMA CALIFORNIA

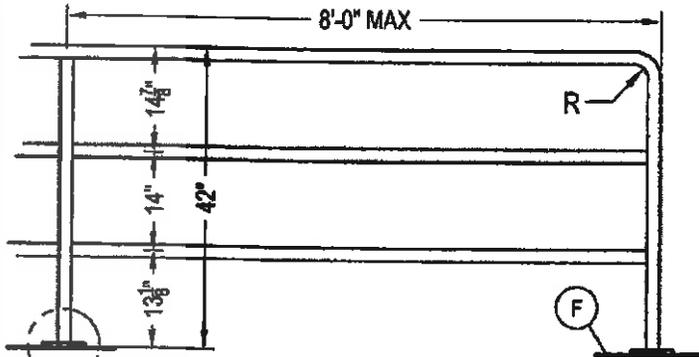
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STANDARD DETAILS
CANAL FENCING

DWG. NO.
M-5

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GUARD RAIL POSTS SHALL BE IMBEDDED IN CONCRETE STRUCTURE OR FOOTING, OR ANCHORED WITH BASE PLATE, SEE DETAIL A

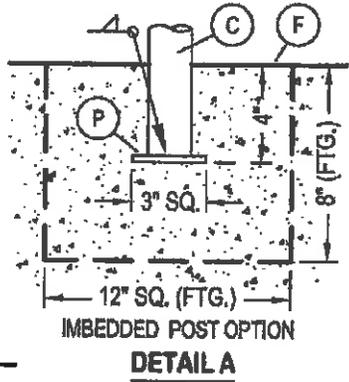
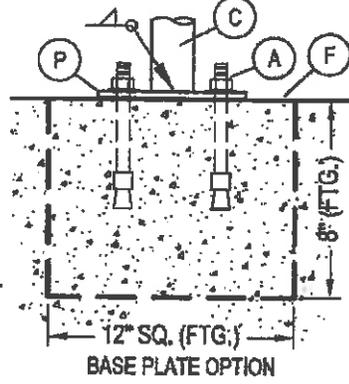
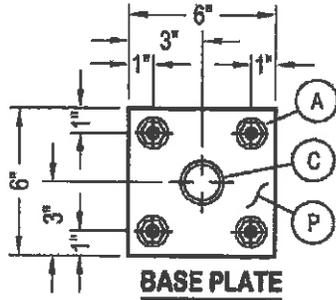
TYPICAL GUARD RAILING ELEVATION

NOTES:

1. ALL RAILING (INCLUDING HANDRAILS, MID-RAILS, AND VERTICAL POSTS) SHALL BE FABRICATED WITH 1½" STANDARD WALL STEEL PIPE.
2. JOINTS SHALL HAVE FILLET WELDS ALL AROUND OR GALVANIZED IRON SLIP-ON FITTINGS.
3. FOR WELDED JOINT OPTION ALL RADII SHOWN (R) SHALL BE FABRICATED WITH 1½" STANDARD SHORT RADIUS STEEL PIPE BENDS BUTT WELDED FLUSH TO RAIL AND POST.
4. ALL PIPE RAILING & POSTS, BASE PLATES, NUTS, BOLTS, AND WASHERS SHALL BE GALVANIZED.
5. CONCRETE FOOTINGS SHALL HAVE A MINIMUM OF 5 SACKS OF CEMENT TO EACH CUBIC YARD OF CONCRETE AND SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 2500 POUNDS PER SQUARE INCH.

EXPLANATION OF SYMBOLS

- | | |
|---------------------------------------|-----------------------------------|
| (A) ½"Ø x 6" EXPANSION ANCHOR | (F) CONCRETE STRUCTURE OR FOOTING |
| (C) 1½" DIA. STANDARD WALL STEEL PIPE | (P) ¾" THICK STEEL PLATE |



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STANDARD DETAILS
GUARD RAILING

DWG. NO.
M-6
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 SHEET NO.
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EXHIBIT "D"

EXISTING CONNECTIONS

EXHIBIT "E"

EXISTING CONNECTIONS