

**Meeting Date:** 3/19/2013

**Report Type:** Consent

**Report ID:** 2013-00218



**Title: Agreement: Water Service to Bartley Cavanaugh Golf Course**

**Location:** District 7, Bartley Cavanaugh Golf Course, 8301 Freeport Blvd

**Issue:** Proposed agreement between the City and the Sacramento Regional County Sanitation District (SRCSD) will provide Bartley Cavanaugh Golf Course with access to public potable water through a connection to the SRCSD's water pipeline located adjacent to the golf course.

**Recommendation:** Pass a Motion authorizing the City Manager or his designee to execute an Agreement with the Sacramento Regional County Sanitation District to provide water service to Bartley Cavanaugh Golf Course

**Contact:** Rebecca Bitter, Program Manager, (916) 808-5047; Barbara E. Bonebrake, Director, Convention, Culture and Leisure, (916) 808-8225; Stu Williams, Senior Engineer, (916) 808-1410; Dave Brent, Director, (916) 808-1420, Department of Utilities

**Presenter:** None

**Department:** Convention Culture & Leisure / Department of Utilities

**Division:** CCL Administration

**Dept ID:** 17001011

**Attachments:**

- 1-Description/Analysis
- 2-Bartley Cavanaugh GC Water
- 3-ADRS UnExecuted Contract Cover 2013-00218

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**City Attorney Review**

Approved as to Form  
Kourtney Burdick  
3/13/2013 12:12:06 PM

**Approvals/Acknowledgements**

Department Director or Designee: dmadmin - 3/7/2013 10:12:36 AM

## Description/Analysis

**Issue Detail:** Staff recommends that Council approve the proposed agreement between the City and the Sacramento Regional County Sanitation District (SRCSD) to provide Bartley Cavanaugh Golf Course with access to public potable water through a connection to the SRCSD's water pipeline located adjacent to the golf course. The proposed agreement will also be considered for approval by the SRCSD Board at their regular meeting on March 27.

**Policy Considerations:** This action furthers the City's interest in optimizing public infrastructure.

**Economic Impacts:** None.

**Environmental Considerations:** This agreement does not constitute a project under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. In addition, the installation and connection of a water line to existing facilities consisting of construction and location of limited numbers of new, small facilities, including water main extensions, is exempt under Section 15303(d) of the CEQA guidelines.

**Sustainability:** This agreement has been reviewed for consistency with the goals, policies, and targets of the City's Sustainability Master Plan (SMP).

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The Bartley Cavanaugh Golf Course has been using groundwater from an existing onsite well for potable water at the clubhouse, maintenance building, on-course drinking fountains, and the on-course snack shack since the course opened in 1995. Existing well water quality is diminishing, and annual maintenance costs exceed \$20,000. Frequent replacement of kitchen and restroom fixtures is required due to high levels of manganese in the water that causes staining and fixture wear, as well as affecting the water's color, taste and odor.

The closest potable water pipeline to Bartley Cavanaugh is a 4" diameter private pipeline, which belongs to SRCSD and provides water to their outfall facility. The 4" diameter pipeline, located just a few hundred feet south of the golf course maintenance building, carries potable water that SRCSD obtains from the City's water system. The City's water meter for SRCSD is located near the Freeport Reservoir. SRCSD constructed a private waterline system from their meter to the regional wastewater treatment plant, with a 4" branch line over to the outfall facility (see Exhibit 1 of the Agreement). The closest other potable water pipeline is nearly 4,400 feet away in Freeport Blvd.

City and SRCSD staff have been working for over a year to design a service connection project and negotiate an agreement whereby Bartley Cavanaugh could obtain potable water via a new metered connection to SRCSD's 4" pipeline. Important business points of the agreement are as follows:

- The City is responsible for the costs of constructing, maintaining, and operating the new water connection to SRCSD's 4" pipeline.
- The City will own all of the improvements it makes including the water tap assembly, service line, corporation stop, meter, control valve, and other appurtenances.
- The City will read the new Bartley Cavanaugh service meter on a monthly basis. Rather than paying a monthly service charge to SRCSD, the City will deduct the monthly volume of water used at the golf course from the monthly volume of water delivered by the City to SRCSD at the City service connection, and the resultant volume shall be used to calculate the volumetric portion of SRCSD's monthly water service bill. Should the operating pressure in the 4" line drop below the minimum required to maintain adequate processes at the SRCSD outfall facility, SRCSD reserves the right to shut down water flow to Bartley Cavanaugh until such time as the minimum pressure can be restored. To prevent disruption to golf course operations, Bartley Cavanaugh shall store water onsite or procure another water source if needed.
- SRCSD shall provide two weeks of notice to Morton Golf for any planned water outages or pressure adjustments.

**Financial Considerations:** The cost of installing the water service connection and associated equipment for the Bartley Cavanaugh water connection shall be borne by Morton Golf, the City's operator of the course. Under the City's operating agreement with Morton Golf, C2011-1245, the City was to contribute up to \$108,283 to upgrade the potable water system at Haggin Oaks and/or Bartley Cavanaugh. Any expenses beyond that amount are Morton's responsibility. The City contributed \$108,283 to upgrade the Haggin Oaks system (total project costs was \$148,909); accordingly, the City is not obligated to financially contribute to this project. Morton Golf will bear all costs. The project construction cost is estimated at \$60,000. All costs incurred by the Department of Utilities, for the initial connection, and for the ongoing water service, will be reimbursed to the Department so that the Department fully recovers all costs of service associated with the Bartley Cavanaugh water service connection.

**Emerging Small Business Development (ESBD):** Not applicable.



**AGREEMENT  
BETWEEN  
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT  
AND  
CITY OF SACRAMENTO  
TO USE DISTRICT WATER LINE TO  
PROVIDE WATER SERVICE  
FOR  
BARTLEY CAVANAUGH GOLF COURSE**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Sacramento Regional County Sanitation District, a sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 (hereinafter referred to as “SRCSD”) and City of Sacramento, a municipal corporation (hereinafter referred to as “CITY”).

**WITNESSETH:**

WHEREAS, CITY’s existing groundwater supply at Bartley Cavanaugh Golf Course (BCGC) is of diminishing quality; and

WHEREAS, SRCSD’s Sacramento Regional Wastewater Treatment Plant (SRWTP) outfall facility is located adjacent to BCGC and has a potable water system that is supplied with water from the CITY’s water distribution system via a CITY service connection located near Amherst Street and Neihart Avenue (the “City Service Connection”) that provides City water service to a SRCSD-owned pipeline that serves the SRWTP, thence a SRCSD-owned 4-inch water supply pipeline to said SRWTP outfall facility (hereafter referred to as “SRCSD’s 4-inch line”), as shown in Exhibits 1 and 2; and

WHEREAS, CITY desires to extend a new potable water service to BCGC by tapping into SRCSD’s 4-inch line that serves the sewer outfall facility, because this is a less expensive option than extending a new service pipeline from BCGC to the CITY’s water distribution system; and

WHEREAS, CITY has developed a plan that is acceptable to SRCSD for the installation of the new water service and related appurtenances to safely supply water to BCGC without impacting the SRCSD outfall processes that rely on minimum flows and pressures from its potable water system; and

WHEREAS, SRCSD and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

Now, therefore, in consideration of the above premises, it is mutually agreed as follows:

1. **Installation, Maintenance and Operation**

The CITY shall construct, disinfect, and test a water service line and associated equipment as shown in Exhibits 1 and 2, and connect the water service line to SRCSD's 4-inch line, in accordance with CITY standards, construction plans, and specifications as approved by SRCSD.

City shall own all new improvements constructed and installed to provide water service to BCGC, including water tap assembly (saddle, clamp, etc.), service line, corporation stop, meter, control valve and other appurtenances. Operation and maintenance of the new BCGC water line and equipment providing water service to BCGC shall be the responsibility of the CITY. The water line and equipment shall be maintained in accordance with standard industry practices and in a manner and frequency that will reasonably ensure proper operation and prevent system malfunction and impacts to SRCSD's water supply to its outfall facility. Any damage to SRCSD facilities as a result of providing this water service to BCGC shall be the responsibility of the CITY.

CITY shall communicate and coordinate with SRCSD on all operation and maintenance activities that may have an impact on water service (quantity and/or quality) to the outfall facility.

CITY is the permitted public water system and is solely responsible for all issues related to providing potable water service to the City Service Connection, including but not limited to regulatory permitting and compliance, monitoring, reporting, water quality, and supply quantity in terms of pressure, volume and flow rate.

Except as provided in Section 14 of this Agreement (Mutual Indemnification), SRCSD shall not be responsible for any impacts, real or perceived, related to extending water service from SRCSD's 4-inch line to BCGC or to the use of such water at BCGC. Such impacts include but are not limited to public health, lost revenue due to poor quality and/or insufficient quantity, and golf course plumbing issues such as corrosion, leaks, staining, scaling, and sediment.

2. **Costs**

All costs for constructing, maintaining and operating all facilities to receive water from SRCSD's 4-inch line shall be borne by the CITY.

3. **Monthly Water Service Charge**

The CITY shall read the new BCGC service meter on a monthly basis. Rather than paying a monthly service charge to SRCSD, CITY shall deduct

the monthly volume of water used at BCGC from the monthly volume of water delivered by CITY to SRCSD at the CITY Service Connection, and the resultant volume shall be used to calculate the volumetric portion of SRCSD's monthly water service bill for water provided to the SRWTP at the CITY Service Connection. The CITY shall confirm the BCGC meter accuracy once prior to initial installation. Thereafter, the CITY shall calibrate or confirm the accuracy of the new BCGC service meter by conducting a volumetric flow test at a frequency not less than once every 5 years, or more frequently if warranted by the data produced by the meter at the reasonable discretion of BCGC, SRCSD, or the CITY. The CITY, at its sole expense, shall repair or replace the service meter if the test concludes that its accuracy does not meet industry standards or the meter manufacturer's guaranteed accuracy, whichever is most stringent.

4. **Operation Limitations**

The water service shall be constructed and operated to only take water from SRCSD's 4-inch line when the operating pressure is adequate to meet the water supply needs at the outfall facility. The initial pressure setting will be 35 pounds per square inch (PSI) or greater, but this may be adjusted up or down by SRCSD, in SRCSD's reasonable discretion, based on observations once the new improvements are installed and operated. It is understood and accepted that water supply from SRCSD's 4-inch line may also on occasion be disrupted due to maintenance and repair activity. BCGC will store water onsite to help meet its water supply needs when demands exceed the available supply capacity from the 4-inch SRCSD water line. If water is not sufficiently available from the SRCSD 4-inch waterline and BCGC cannot maintain an adequate supply of water, the CITY shall be responsible for procuring another water source at no expense to SRCSD. Should SRCSD adjust the pressure setting or cut off the water supply to BCGC for any reason, SRCSD shall notify the City's golf course operator, Morton Golf, LLC, via telephone at the BCGC Shops office. SRCSD will provide two weeks prior notice of planned pressure adjustments or water outages.

5. **Ordinances and Laws**

The CITY shall be bound by all applicable federal, state, and local statutes, laws, rules and regulations, regulating the construction and use of public water facilities.

6. **Discontinuance and Release of Claims**

The CITY hereby acknowledges, understands and agrees that SRCSD shall have the right to discontinue water service to the BCGC with or without cause, as provided in this Section 6 . SRCSD, at its sole discretion, retains and has the authority to discontinue water service to BCGC without cause. SRCSD shall provide to the CITY a Notice of Discontinuance Without Cause

at least twelve (12) months prior to discontinuing service to permit the CITY time to establish an alternate source of water.

SRCS D also retains the right and has the authority to discontinue water service with cause arising from CITY's breach of this Agreement. SRCSD shall provide to the CITY a Notice of Discontinuance For Cause at least three (3) months prior to discontinuing service to permit the CITY time to establish an alternate source of water. City will be afforded the opportunity to remedy the cause of the alleged breach, and if City completes the remedy to the satisfaction of SRCSD within six (6) weeks of receiving the Notice of Discontinuance For Cause, then the Notice of Discontinuance For Cause will be rescinded.

SRCS D shall incur no expense or liability for discontinuing water service with or without cause.

7. **CITY Covenants Not to Change Use; No Minimum Use Required**  
CITY covenants not to change use that would materially increase the demand for water at BCGC without prior written consent from SRCSD. CITY shall have no obligation under this Agreement to take any minimum quantity of water from SRCSD's 4-inch line.
8. **Notice of Transfer of Title by Owner**  
CITY shall notify the SRCSD a minimum of 90 days prior to any transfer of title of the BCGC.
9. **Successors and Assigns**  
This Agreement shall inure and be binding upon the parties and their respective successors-in-interest and assigns. Any assignment of this Agreement by either party in whole or in part, is not valid without the prior written consent of the non-assigning party.
10. **Recording**  
This Agreement shall be recorded in the Office of the Recorder of Sacramento County, California, and shall constitute notice to all successors of title to the BCGC property of the obligations herein set forth.
11. **Time of Essence**  
Time is of the essence in the performance of this Agreement.
12. **Amendments in Writing**  
Any revision or amendment to this Agreement must be approved by both parties in writing.
13. **Notice**

Any notice required by this Agreement shall be in writing. Contact information for the parties to this Agreement shall be as follows:

<u>District</u> Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758 Attn: Contracts Desk	<u>City of Sacramento</u> Convention, Culture and Leisure Dept 1030 15 <sup>th</sup> Street, Suite 250 Sacramento, CA 95814 Attn: Barbara E. Bonebrake, Director
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14. **Mutual Indemnification**

CITY shall defend, indemnify and hold harmless SRCSD, its Board of Directors, officers, directors, agents, employees, volunteers, assigns and contractors from and against all demands, claims, actions, liabilities, losses, damages, regulatory fines and/or penalties imposed by any local, state or federal authority for breaches of such authority’s regulations, and costs, including reasonable attorneys’ fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of CITY’s City Council, officers, directors, agents, employees, assigns, contractors or volunteers in connection with this Agreement.

SRCSD shall defend, indemnify, and hold harmless the CITY, its City Council, officers, directors, agents, employees, volunteers, assigns and contractors from and against all demands, claims, actions, liabilities, losses, damages, regulatory fines and/or penalties imposed by any local, state or federal authority for breaches of such authority’s regulations, and costs, including reasonable attorneys’ fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of SRCSD’s Board of Directors, officers, directors, agents, employees, assigns, contractors or volunteers in connection with this Agreement.

It is the intention of SRCSD and the CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, assigns, contractors and volunteers.

15. **Insurance**

Each party, at its sole cost and expense, shall carry insurance-or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, environmental liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days’ advance written notice of any cancellation, termination or

lapse of any of the insurance or self-insurance coverage. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

16. **Amendments**

Modifications or amendments affecting this Agreement shall be in writing and executed by all parties.

17. **Entire Agreement**

This instrument, including all Exhibits identified herein which are incorporated herein by this reference, constitutes the entire Agreement between SRCSD and CITY concerning the subject matter hereof.

18. **Agreement Term**

This Agreement shall become effective on the date it is approved and executed by both parties and shall continue in full force and effect until terminated or amended upon mutual written consent of the CITY and SRCSD.

19. **No Agency**

Except as otherwise expressly provided in this Agreement, neither party, nor any of its officers, agents, employees, volunteers or contractors, shall for any reason be considered agents, nor authorized to act as agents, of the other party, with respect to the performance of this Agreement.

20. **Authority to Execute**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk





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## Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
- The Unexecuted Contract is NOT included as an exhibit to the Resolution because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.
- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

*All unexecuted contracts/agreements which are signed by the other parties are in the Office of the City Clerk before agenda publication.*