

## **RESOLUTION NO. 2015-109**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE THIRD AMENDMENT TO THE USER AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND THE CITY OF ROHNERT PARK RELATED TO RECYCLED WATER**

**WHEREAS**, the City of Santa Rosa (Santa Rosa) and the City of Rohnert Park (Rohnert Park), together with the cities of Cotati and Sebastopol and the South Park Sanitation District, are partners in the Santa Rosa Subregional Water Recycling System (Subregional System); and

**WHEREAS**, Santa Rosa, in its role as managing partner for the Subregional Systems, administers various user agreements with customers that use recycled water produced by the Subregional System; and

**WHEREAS**, Santa Rosa and Rohnert Park are parties to a User Agreement dated March 28, 1995 (User Agreement), which has been amended once to add the Rohnert Park Pump Sewer Lift Station to the list of approved recycled water users, and a second time to extend the term of the User Agreement to June 30, 2015; and

**WHEREAS**, Santa Rosa and Rohnert Park are currently negotiating a new agreement related to recycled water; and

**WHEREAS**, Rohnert Park has requested and Santa Rosa has agreed to extend the term of the current User Agreement until September 30, 2015 to allow for completion of the negotiations over the new agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it makes the following determinations with regard to the second amendment to the User Agreement:

**Section 1.** The foregoing recitals are true and correct and material to this Resolution;

**Section 2.** The City Council finds and determines that entry into the second amendment to the User Agreement will continue the use of an existing, operating recycled water system and the City and the Subregional System have an existing agreement that permits the use of recycled water on some City-owned sites. Amending the User Agreement to extend the term is exempt from the California Environmental Quality Act (CEQA) under California Code of Regulations, Title 14, Division 6, Chapter 3 (CEQA Guidelines) Section 15301 (b) because the agreement covers the operation, repair, maintenance, and permitting of a publicly-owned utility. The City Manager is authorized and directed to file a Notice of Exemption pursuant to the CEQA guidelines.

**Section 3.** The City Council does hereby authorize and approve the second amendment to the User Agreement by and between the City of Santa Rosa, a municipal corporation, and the City of Rohnert Park, a municipal corporation, for recycled water service.

**Section 4.** The City Manager is hereby authorized and directed to take all actions to effectuate this second amendment for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the amendment attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

**DULY AND REGULARLY ADOPTED** this 9<sup>th</sup> day of June, 2015.

**CITY OF ROHNERT PARK**



Amy O. Ahanotu, Mayor

**ATTEST:**



JoAnne M. Buergler, City Clerk

CALLINAN: AYE MACKENZIE: AYE STAFFORD: AYE BELFORTE: AYE AHANOTU: AYE  
AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )

Exhibit A to Resolution

**THIRD AMENDMENT TO USER AGREEMENT  
BETWEEN THE CITY OF SANTA ROSA AND THE CITY OF ROHNERT PARK**

This Third Amendment to User Agreement ("Agreement") dated March 28<sup>th</sup>, 1995, and as previously amended, between the City of Santa Rosa ("CITY") and the City of Rohnert Park ("USER") (collectively, the "Parties") is made as of this \_\_\_\_ day of June 2015.

**RECITALS**

- A. The Parties entered into Agreement related to the provision of reclaimed water (also known as recycled water) from CITY to USER, which has been amended twice to include the addition of the Rohnert Park Sewer Lift Station to the list of locations of USER's application areas, and to extend the term of the Agreement to June 30, 2015;
- B. The Parties now desire to further amend Agreement in order to extend the term of Agreement pending ongoing negotiation of a new Recycled Water Supply Agreement and to include the addition of Roberts Lake Park and Rohnert Park City Hall to the list of locations of USER's application areas. The Parties continue to expect that the proposed, new Recycled Water Supply Agreement will address numerous aspects of recycled water supply to USER, including, but not limited to, the definition of a producer-distributor relationship between CITY and USER. This producer-distributor relationship is expected to include the transfer of Subregional Urban Reuse Customers to USER, including all existing urban reuse customers within Rohnert Park City limits and Sonoma State University.

**AMENDMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. TERM.

Section 1 of Agreement is amended to read as follows:

"The term of this Agreement shall commence on the date of this Agreement and end on September 30, 2015, unless terminated earlier under Section 15 of the Agreement."

2. AREA OF USE (SITE).

Section 2 of Agreement is amended to read as follows:

"USER shall use reclaimed water supplied by CITY on a total of approximately 87.5 acres (Site). The location of the Site is described in the table below and replaces all previous descriptions of the Site.

Application Area Name	Application Site Street Address	Approximate Irrigation Area
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		(Acres)
Rohnert Park Stadium	5900 Labath Ave.	3
Dorotea Park	901 Santa Dorotea Circle	6
Eagle Park	1105 Emily Ave	8
Sunrise Park	5201 Snyder Lane	10
Comm. & Rec. Center	5401 Snyder Lane	7
Rainbow Park	1345 Rosana Way	2
Colegio Vista Park	1150 Southwest Blvd.	6
Alicia Park	300 Arlen Drive	3
Benecia Park	7450 Santa Barbara Dr.	4
Magnolia Park	1401 Middlebrook Way	9
Public Safety Yard	500 City Hall Drive	4
Rohnert Park Lift Station	201 Jimmy Rogers Lane	15
Roberts Lake Park	5010 Roberts Lake Drive	5.5
Roberts Lake Road Park & Ride	Roberts Lake Road at Golf Course Drive	4.5
Rohnert Park City Hall	130 Avram Avenue	0.5

### 3. PRICE OF RECLAIMED WATER

Sections 11 (c) is hereby added to Agreement to read as follows:

“(c) Notwithstanding Subsections 11(a) and 11(b) above, USER agrees that if a new Recycled Water Supply Agreement or a new User Agreement is not negotiated and executed prior to August 1, 2015, USER shall begin paying for all reclaimed water supplied to Site effective August 1, 2015. USER shall pay CITY for all reclaimed water delivered to USER at 95% of USER’s current potable water retail rate.

CITY shall read USER’s recycled water meter(s) approximately monthly consistent with CITY’s normal meter reading schedule for billing purposes and shall bill USER for the total quantity delivered to USER during the billing period in accordance with CITY’s standard billing practices. USER may periodically review CITY’s meter readings if desired. USER agrees to pay CITY within 20 days of receipt of CITY’s bill.”

4. All other terms of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year above written.

USER

CITY OF ROHNERT PARK

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

Name: Darrin Jenkins

Title: City Manager

Date:

\_\_\_\_\_

Per Resolution No. 2015 - \_\_\_\_\_ adopted  
by the Rohnert Park City Council at meeting  
of June 9, 2015.

CITY

CITY OF SANTA ROSA

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

Name: David Guhin

Title: Director of Santa Rosa Water

ATTEST: \_\_\_\_\_

JoAnne Buerger, City Clerk

APPROVED AS TO FORM:

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

Michelle Marchetta Kenyon, City Attorney