

LINCOLN-SMD 1 WASTEWATER AUTHORITY JOINT POWERS AGREEMENT

This LINCOLN-SMD 1 WASTEWATER AUTHORITY JOINT POWERS AGREEMENT ("**Agreement**") is effective as of November 30, 2022 ("**Effective Date**"), and is between the City of Lincoln (the "**City**") and the County of Placer (the "**County**"), each of which is a public entity duly organized and existing under the constitution and laws of the State of California and individually or collectively called a "**Member**" or "**Members**."

A. The Joint Exercise of Powers Act (California Government Code Section 6500 *et seq.*, the "**Act**") authorizes the Members to enter into an agreement for the joint exercise of any power common to them and, by that agreement, create an entity that is separate from each of the Members.

B. The Members have common powers, including the power to own, acquire, expand, manage, maintain, operate, and control facilities for the collection and transmission, treatment, reclamation, recycling, reuse, sale and disposal of water, wastewater, and recycled water.

C. The Members desire to use any and every power common to them for the purpose of owning, acquiring, expanding, managing, operating, and maintaining the Facilities, or to take such other actions that will provide for regional governmental cooperation in providing an essential public service, and will make the use of their facilities more efficient or effective in providing the Members and their ratepayers water and wastewater facilities.

D. The City owns and operates the Lincoln Wastewater Treatment and Reclamation Facility ("**WWTRF**"), as well as the tributary wastewater collection and conveyance systems that serve properties within the City of Lincoln.

E. The County, through its Sewer Maintenance District No. 1 ("**SMD-1**") owns and operates wastewater collection and conveyance systems that serve properties within the service area boundaries of SMD-1, as shown on Exhibit 1. The wastewater collected within SMD-1 is conveyed from the SMD-1 pumping plant through the SMD-1 Regional Pipeline to a confluence structure, where it combines with the City's wastewater and flows through a joint regional pipeline to the WWTRF for joint treatment and disposal with the City's collected wastewater. The joint conveyance, treatment, and disposal of this wastewater was initially provided for under the *Construction, Operations and Joint Exercise of Powers Agreement* ("**COJA**") between the City and the County dated October 16, 2013.

F. The Members intend by this Agreement to establish a new public agency that is separate and apart from each of the Members that will jointly and continuously provide the essential public service of wastewater conveyance, treatment, and disposal for properties located within the City and SMD-1.

The Members therefore agree as follows:

1. Definitions.

1.1 "**Act**" means the Joint Exercise of Powers Act of the State of California, Cal. Gov. Code Section 6500 *et seq.*, as it exists now or may be amended.

1.2 **"Agreement"** means this Joint Powers Agreement.

1.3 **"Authority"** means the joint powers agency created by this Agreement, the legal name of which will be the Lincoln-SMD1 Wastewater Authority, and which may sometimes be abbreviated as LiSWA.

1.4 **"Board or Directors"** or **"Board"** means the governing body of the Authority.

1.5 **"City Facilities"** means existing facilities solely owned and operated by the City.

1.6 **"County Facilities"** means existing facilities solely owned and operated by the County.

1.7 **"Director"** means a member of the Board appointed pursuant to Section 7.2 of this Agreement or a duly appointed alternate acting for the appointed Board member in his or her absence.

1.8 **"Equivalent Dwelling Unit"** or **"EDU"** the estimated average sanitary discharge (including flow and strength) from a single-family dwelling within the Authority's boundaries, as determined by the Board. An EDU will be consistent throughout the Authority's jurisdiction, regardless of the parcel's location within the City or County. For purposes of this Agreement, an "active" EDU is any sewer connection contributing discharge to the Authority's Facilities.

1.9 **"Facilities"** or **"Authority Facilities"** means the facilities owned and operated by the Authority, as more specifically identified in Exhibit 2. Authority Facilities include the WWTRF facility, including the treatment plant, outfall, sampling structure, ponds, and all other appurtenant structures necessary for the operation of the WWTRF; the JPA Parcels at the WWTRF; the Recycled Water pipeline and infrastructure; and the Regional Pipeline from the WWTRF to the confluence point, as further depicted in Exhibit 2.

1.10 **"Fiscal Year"** means the period commencing on July 1 and continuing to and including the following June 30.

1.11 **"General Manager"** means the person designated by the Authority to serve as its chief executive officer and who shall oversee all aspects of the Authority and report to the Board.

1.12 **"Maximum Capacity Allocation"** means each Member's capacity and right to discharge to the Facilities as specifically identified in Exhibit 3.

1.13 **"Member"** or **"Member Agency"** means each party to this Agreement (Placer County, City of Lincoln) and other members as may be admitted in the future.

2. Creation of Authority. California Gov. Code Section 6500 *et seq.* authorizes the Members to enter into an agreement for the joint exercise of any power common to them and, by that agreement, create an entity that is separate from each of the Members. Pursuant to the Act, the Members hereby create a public agency known as the **"Lincoln-SMD1 Wastewater**

Authority" sometimes abbreviated as "**LiSWA**." The Authority is a public entity separate from the Member Agencies, and will exercise the powers described in this Agreement.

3. Purpose. The purpose of the Authority is to exercise the common powers of the Members to own, acquire, expand, manage, maintain, operate, and control facilities for the collection and transmission (as defined in this Agreement), treatment, reclamation, recycling, reuse, sale, and disposal of water, wastewater, and recycled water, and any related byproducts.

4. Powers of Authority.

4.1 General Powers. The Authority will exercise the powers that are common to each Member, or as otherwise permitted under the Act, and all incidental, implied, express, or necessary powers to accomplish the purposes of this Agreement.

4.2 Specific. The Authority is authorized to perform all acts necessary for the exercise of the powers described above, as allowed by law, including but not limited to any or all of the following:

- 4.2.1. to make and enter into contracts;
- 4.2.2. to employ agents and employees;
- 4.2.3. to acquire, construct, manage, maintain, lease, hold, and dispose of property, works, facilities, or improvements;
- 4.2.4. to sue or be sued in its own name;
- 4.2.5. to incur debts, liabilities, or obligations, subject to limitations herein set forth;
- 4.2.6. to issue indebtedness;
- 4.2.7. to establish charges, rates, fees, or other costs in connection with the Facilities and services provided by the Authority;
- 4.2.8. to collect charges, rates, fees, or other costs arising out of or related to the operation of the Authority;
- 4.2.9. to develop and adopt policies and procedures for the conduct of the business of the Authority;
- 4.2.10. to carry out and enforce all provisions of this Agreement necessary to effectuate the purpose of this Agreement and conduct any other related activities that are necessary and appropriate.

4.3 Manner of Exercising Authority Powers. Pursuant to Cal. Gov. Code Section 6509, the powers of the Authority will be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Lincoln.

5. Term. This Agreement will become effective as of the Effective Date, and will continue until this Agreement is terminated in a writing signed by all Members.

6. Boundaries. The boundaries of the Authority will be coterminous with the external service area boundaries of the City and SMD-1 (excluding Sheridan), as may be changed from time to time by the City or County/SMD-1, without the need for any action by the Authority. The initial boundaries of the Authority are shown on Exhibit 1.

7. Governance.

7.1 Governing Board. The Authority will be governed by a four-member Board of Directors, which is hereby established, consisting of two Directors for each Member. One of the Directors from the County must be a Supervisor whose district includes the City of Lincoln.

7.2 Appointment of Directors. Within 30 days after the Effective Date of this Agreement, each Member Agency shall designate and appoint, by a formal action of its governing body, two members of its governing body to act as its representatives on the Board, and an alternate. The Directors will serve at the pleasure of the appointing authority, and may be removed or replaced at any time, with or without cause, in the sole discretion of the appointing Member's governing body. An elected Director will cease to be a member of the Board when that Director ceases to hold office on the legislative body of the Member that appointed him or her.

7.3 Alternates. The alternate appointed by each Member will have the authority to attend any meeting of the Board, but will only be allowed to participate at any meeting of the Board when the regular Director is absent. At any meeting of the Board when the regular Director is absent, the alternate will have the full authority of the Member to vote on any issue before the Board.

7.4 Compensation. Directors will be entitled to compensation for attending each Board meeting as established by ordinance or resolution of the Board. Each Board Member will be reimbursed for reasonable and necessary expenses actually incurred in the conduct of the Authority's business, pursuant to an expense reimbursement policy established by the Board in accordance with all statutory requirements.

7.5 Voting.

7.5.1. All voting power of the Authority will reside in the Board. Directors may not cast proxy or absentee votes. Each Director will have an equal vote.

7.5.2. Quorum. The presence of three directors is required to establish a quorum. The affirmative vote of three directors is required to pass any motion, resolution, or ordinance, except when an action instead requires four votes as described elsewhere in this Agreement or as required by law.

7.5.3. Specific matters. The following matters require four votes for approval:

7.5.3.1. Amendment of this Agreement [must also be approved by all Members' governing bodies];

- 7.5.3.2. Dissolution of the Authority [must also be approved by all Members' governing bodies];
- 7.5.3.3. Admission of new members [must also be approved by all Members' governing bodies];
- 7.5.3.4. Changes to ownership of Authority Facilities;
- 7.5.3.5. Changes to rate setting and cost of service;
- 7.5.3.6. Approval of the Authority to take on debt;
- 7.5.3.7. Changes in EDU calculation methodology;
- 7.5.3.8. The creation of positions of employment for the Authority;
- 7.5.3.9. Approval of any employee benefit issuance or change;
- 7.5.3.10. Selection of any Facility operator.

7.6 Officers. The Authority will have the following officers: Chair, Vice-Chair, Secretary, General Manager, Treasurer, and Auditor (the positions of Treasurer and Auditor may be held by a single entity/individual).

7.6.1. Chair and Vice-Chair. The Board will elect a Chair and Vice-Chair from among its members. The Chair and Vice Chair must be appointees of different Members, and the Chair and Vice Chair positions must be held by appointees of alternating Members in alternating years (e.g., in Year 1, one of Member A's appointees will be the Chair and one of Member B's appointee's will be the Vice Chair; the opposite will be true in Year 2). If the Chair or Vice-Chair cease to be members of the Board, the resulting vacancy will be filled, for the remainder of the vacant term, at the next meeting of the Board held after each vacancy occurs. The Chair and the Vice-Chair may be removed and replaced by a majority vote of the Board.

7.6.1.1. The Chair will preside over all meetings of the Board and will sign all contracts on behalf of the Authority, except contracts that the Board may authorize an officer or agent of the Authority to sign.

7.6.1.2. The Vice-Chair will perform all of the Chair's duties in the absence of the Chair.

7.6.2. Secretary. The Board will appoint a Secretary who may be a member of the Board or staff of the Authority or any of its Members. The Secretary shall be responsible for maintaining the official records of the Authority, including the minutes and other records of the proceedings of the Board, and shall perform such other duties as specified by the Board.

- 7.6.3. General Manager. The Authority will hire a General Manager who will report to the Board. The Board will prescribe the duties, compensation, and terms and conditions of employment of the General Manager.
- 7.6.4. Treasurer and Auditor/Controller. The Authority may at any time appoint one or more qualified persons to either or both the positions of Treasurer or Auditor as provided in Section 6505.6 of the Act. If such appointment is not made, the treasurer and auditor of Placer County are designated the Treasurer and Auditor of the Authority with the powers, duties, and responsibilities specified in the Act, including Sections 6505 and 6505.5.

7.7 Committees. The Board may create standing or temporary committees to give advice to the Board of Directors on matters of interest to the Board, to be conducted in accordance with Ralph M. Brown Act, Gov. Code Section 54950 *et seq.*, and all other applicable laws.

8. Board Meetings.

8.1 Regular Meetings. The Board shall schedule regular meetings. The Board, by resolution, shall establish the date, time, and place of its regular meetings, which will be conducted pursuant to the Ralph M. Brown Act. The Board may suspend the holding of regular meetings so long as there is no need for Authority business, or as otherwise determined by the Chair. The Board shall hold its first meeting within 60 days after the Effective Date. The Board may meet by teleconference or by video conferencing, and in joint session with other public agencies and advisory boards, in accordance with California law.

8.2 Special Meetings. Special meetings of the Authority may be called by the Board as permitted by the Ralph M. Brown Act.

8.3 Quorum. Three Board members will constitute quorum of the Board required to conduct a meeting.

8.4 Rules. The Board may from time to time adopt bylaws, policies, rules, and regulations for the conduct of meetings of the Board and the affairs of the Authority consistent with this Agreement and applicable law.

8.5 Closed Session. Closed sessions of the Board will be confidential. However, confidential information from closed sessions may be disclosed to each Member's governing body as permitted and limited by Government Code Section 54956.96. The Board may include provisions in the Authority's bylaws or policies to implement this section.

9. Transfer of Facilities, Contracts, Permits to Authority.

9.1 The Authority will own and hold title to the Authority Facilities, as shown in Exhibit 2.

9.2 As soon as practicable after the execution of this Agreement, but no later than 90 days after the formation of the Authority, the City shall deliver a grant deed, bill of sale, and any other documents necessary to effectuate the transfer of the Facilities to the Authority.

The City shall concurrently transfer to the County all rights in the portion of the Regional Pipeline extending from the SMD-1 Plant to the confluence point as shown in Exhibit 2, and the City shall relinquish any rights in the SMD-1 Plant, by way of separate instruments. The Members may extend the 90-day deadline by written consent signed by each Member's chair or chief executive officer. The Members shall have a continuing obligation to convey property rights and other interests to the Authority or the County as necessary to effectuate the purposes of this Agreement after the 90 day deadline.

9.3 Assignment & Assumption Agreements. The Members shall assign, and the Authority shall accept, all contracts necessary or convenient to the operation, maintenance, or ownership of the Facilities by way of one or more Assignment and Assumption Agreements to be executed and delivered within 90 days after formation of the Authority.

9.4 NPDES Permit. The City shall use its best efforts to provide for the assignment to the Authority of the National Pollutant Discharge Elimination System/Waste Discharge Requirements permit from the Regional Water Quality Control Board.

10. Budget; Cost / Rate Setting.

10.1 Budget. The Authority will be responsible for all costs and expenses related to the construction, operation, maintenance, and repair of the Facilities. The Authority shall adopt its initial budget within 90 days after formation of the Authority. Thereafter, the Authority will adopt an annual or biennial budget for the ensuing Fiscal Year(s) prior to July 1. Those costs will be aggregated within each Member's jurisdiction and a cost of services provided to each Member. Approval of the budget by the Board will constitute authority for the General Manager to bill the Members for their contributions, expend funds after award of contracts, receive grant funds, and take other actions as required for the operation of the Authority.

10.2 Funds. Within 30 days after the Effective Date, the City shall transfer to the Authority all funds previously derived from the Facilities relating to Authority Facilities (shared line and treatment), including received rates and charges, capacity/connection fees, and reserve moneys, as well as accounts payable and accounts receivable, without any right of reimbursement by the Authority. If that initial funds transfer is not sufficient to support the initial costs of the Authority, then the Members shall, upon the call of the Board, contribute an additional deposit in an amount determined by the Board and in proportion to the Members' relative EDUs, to meet the start-up costs of the Authority. The additional deposit will be reimbursed to the respective depositing member as determined by the Board. Following start-up, the Authority will submit monthly bills to the Member Agencies, which will be payable upon 30 days' notice.

10.3 Cost Sharing. All costs will be borne by the Member Agencies in proportion to the number of active EDUs that each Member contributes to the facility, as outlined in Exhibit 3, or as otherwise determined by the Board.

10.4 EDU Adjustments. The Authority shall set an annual budget for "cost per EDU per month." This EDU rate will remain in effect for the fiscal year unless amended by the Board. The Authority shall bill each member agency on a monthly basis as follows: the "cost per EDU per month" multiplied by the number of active EDUs within the Member Agency's jurisdiction the previous month. It is the intent that new EDUs coming online into the system will

begin paying immediately upon receiving service, and each Member Agency shall remit that revenue to the Authority.

10.5 **Costs of Service.** It is the intention of the Members that the Authority will bill the costs of service to Member Agencies based on EDUs. The Authority will not set rates, but will establish costs of service. It is further the intention of the Members that the costs each Member collects from its jurisdiction in connection with treatment at the Facilities will be remitted to the Authority.

10.6 **Capacity Charges/Connection Fees.** The Authority may establish a connection fee or capacity charge for parcels that impose an additional burden on the Facilities, and may adjust that charge from time to time.

10.7 **Records and Accounts.** The Authority will keep accurate and correct books of account, showing in detail the costs and expenses of any construction and the maintenance, operation, and administration of the Facilities and all financial transactions of the Members relating to the Facilities, including any required financial reporting and/or statements. Time records and books of account will be open to inspection at all times by any representative of the Members, or by any accountant or other person authorized by the Authority or Member to inspect the books of account.

11. **Financing.** The Authority will have the power to:

11.1 issue bonds;

11.2 obtain state revolving fund loans, or similar financing including installment sale agreements, and to participate in other local, state and federal grant and loan programs;

11.3 acquire financing as necessary to fund construction.

12. **Capacity Allocation.**

12.1 Each Member and their ratepayers has acquired, subject to the terms and conditions of this Agreement, the EDUs and right to discharge to the Facility as defined in Exhibit 3.

12.2 The Members acknowledge that each Member has pre-existing EDU commitments to customers as shown in Exhibit 3. These EDUs have already been accounted for and the Members will have no additional duty to pay capacity charges or connection fees to the Authority for these EDUs.

12.3 Future pre-purchases of capacity will be subject to the Authority's approval.

13. **Duties of the Members.** Both Members shall:

13.1 Convey all wastewater produced within the service area boundaries of the Authority to the Facilities.

13.2 Pay for each EDU discharged from their respective service areas into the Facilities, unless unanimously agreed upon by all four Board Members.

13.3 The Members shall cooperate with each other and the Authority on all issues of compliance and legal enforcement on issues related to wastewater.

14. Recycled Water.

14.1 The City shall assign to the Authority any existing contracts to provide recycled water from the Facilities, in order to ensure that revenue derived from recycled water or any other byproducts of the Facilities' operations will be used for the benefit of the Authority and its customers. This assignment will be concurrent with the transfer of title of the Facilities to the Authority.

14.2 The Authority will have all rights to recycled water produced by any of the Facilities, and will own and operate the recycled water distribution system up to the point of connection with any retail recycled water system.

15. Insurance. The Authority will obtain policies of general liability, workers' compensation, automobile, and property insurance, or any other such policies as the Board deems appropriate or necessary, which must remain in effect at all times that the Authority remains in existence or is otherwise winding up its affairs pursuant to a termination. The Authority shall name each Member Agency and their officers, directors, employees and consultants as additional insureds under all such policies.

16. Liabilities; Indemnification.

16.1 To the full extent authorized by Government Code Section 6508.1, the debts, liabilities, and obligations, whether contractual or non-contractual, of the Authority, except retirement liabilities of the authority if the Authority contracts with a public retirement system, will be the debts, liabilities, and obligations of the Authority alone, and not the debts, liabilities, or obligations of the members or their member entities.

16.2 The Members do not intend to be obligated either jointly or severally for the debts, liabilities, or obligations of the Authority, except as may be specifically provided for in Cal. Gov. Code Section 895.2, as amended or supplemented.

16.3 Pursuant to Gov. Code Section 895.4, (i) if the Members are held liable for the acts or omissions of the Authority caused by a negligent or wrongful act or omission occurring in the performance of this Agreement; or (ii) in the case of any other liability incurred by the Authority during the course of its existence, then with respect to (i) or (ii) the Members shall discharge any such liability from payments to be made to the Authority by each of the Members in proportion to each Member's contribution or approved participation in facilities of the Authority to which the liability is attributable, unless otherwise agreed; provided, the foregoing contribution from the Members will be required only to the extent the Authority does not have insurance coverage for that liability.

16.4 Each Member Agency shall indemnify, defend, and hold harmless the other Member Agency from any such liability in excess of its proportionate share.

17. Dispute Resolution. If a dispute arises as to the construction, interpretation or implementation of any portion of this Agreement or any matters that arise in connection with this Agreement, then the Members in dispute (including the Authority if the dispute is between one or more Members and the Authority, in which case the Board shall determine who will represent

the Authority in the meet and confer and mediation processes) shall meet and confer in person in an attempt to resolve the dispute within 30 days after a Member or the Authority gives the other Member(s) or the Authority notice of the dispute. If the Members or the Authority cannot resolve the dispute through that meet and confer process, then the parties in dispute shall proceed to non-binding mediation of the dispute in front of an independent, neutral mediator agreed to by those parties, unless they all agree to waive that mediation. If the parties in dispute cannot agree upon a mediator, then the mediation service selected shall choose the mediator. The parties in dispute shall equally divide and pay the mediation costs.

18. Termination; Disposition of Assets. This Agreement may be rescinded and the Authority terminated by written consent of all Member Agencies. The Members will cooperate in all necessary actions to wind down the operations of the Authority. Prior to dissolution of the Authority, the City will have the right of first refusal to acquire the Facilities at no cost (subject to any outstanding debt) prior to the Facilities being offered for sale to a third party.

19. Admission of New Member Agencies. Additional public entities may become Member Agencies of the Authority upon such terms and conditions as provided by the Board and the consent of the governing bodies of each existing Member of the Authority.

20. Amendments. This Agreement may be amended upon approval of all Member Agencies and the Board of Directors.

21. Prior Agreements. This Agreement supersedes the *Construction, Operations and Joint Exercise of Powers Agreement* described in Recital E.

22. Notices. Notices required or permitted hereunder must be in writing and delivered by U.S. Mail or nationally-recognized overnight courier, with a courtesy copy by e-mail to the respective Members, at the addresses provided below. With respect to delivery by e-mail, any such e-mail message must be sent using a system that provides reasonable assurance: (i) that the message was sent; (ii) that the message was delivered to the recipient's information processing system, and (iii) of the time and date the message was delivered to the recipient, along with a verifiable electronic record of the exact content of the message sent. The Members may from time to time change the address to which notice may be provided by providing notice of the change to the other Members.

To City of Lincoln: City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Attn.: City Manager
Ph.: (916) 434-2428
E-mail: sean.scully@lincolnca.gov

To County of Placer: County of Placer
Placer County Counsel's Office
175 Fulweiler Ave
Auburn, CA 95603
Attn.: County Executive Officer
Ph.: (530) 889-4030
E-mail: ceo@placer.ca.gov

To LiSWA

Lincoln-SMD1 Wastewater Authority
City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Attn.: General Manager
Ph.: (916) 434-2428

23. General Provisions

23.1 *Cooperation.* The Members shall cooperate with each other in carrying out the purposes of this Agreement. The Members intend to transfer all applicable contracts and property rights relating to the Facilities to the Authority, and will cooperate in good faith to effectuate the transfer of all such rights as determined necessary and appropriate by the Board.

23.2 *Successors; Assignment.* Except as provided in this Agreement, a Member may not assign its membership in the Authority without the consent of all of the other Members. This Agreement will be binding upon and inure to the benefit of any successor of a Member.

23.3 *Severability.* If any part, term, or provision of this Agreement is determined by a final judgment of a court to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions will not be affected thereby.

23.4 *Governing Law; Jurisdiction.* This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of California, without giving effect to conflict of law provisions. Any lawsuits between the Members or any Member and the Authority arising out of this Agreement will be brought and concluded in the State of California, in the County of Placer, unless otherwise agreed to by the parties to the dispute or pursuant to California Code of Civil Procedure Section 394.

23.5 *Joint Drafting.* All Members participated in the drafting of this Agreement and the Agreement will not be construed against any Member as the drafter.

23.6 *Counterparts.* This Agreement may be executed in counterparts, each of which will constitute an original and all of which together will constitute one and the same agreement.

23.7 *Third Party Beneficiaries.* This Agreement will not create any right or interest in any non-party or in any member of the public as a third party beneficiary.

23.8 *Integration.* This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

23.9 *Execution.* The Members have caused this Agreement to be executed by their duly authorized officers on the date set forth below.

CITY OF LINCOLN

Dated: Nov 30, 2022

By: *Sean Scully*
Sean Scully (Nov 30, 2022 15:43 PST)
Sean Scully, City Manager

Approved as to Form:

By: *[Signature]*
[Signature]
City Attorney

COUNTY OF PLACER

Dated: 11/29/22

By: *Cindy Gustafson*
Cindy Gustafson, Chair
Board of Supervisors

Approved as to Form:

By: *Robert Sandman, Assistant County Counsel*
Robert Sandman, Assistant County Counsel (Nov 30, 2022 13:57 PST)
County Counsel

EXHIBITS:

Exhibit 1: JPA Jurisdictional Boundary

Exhibit 2: Authority Facilities Map

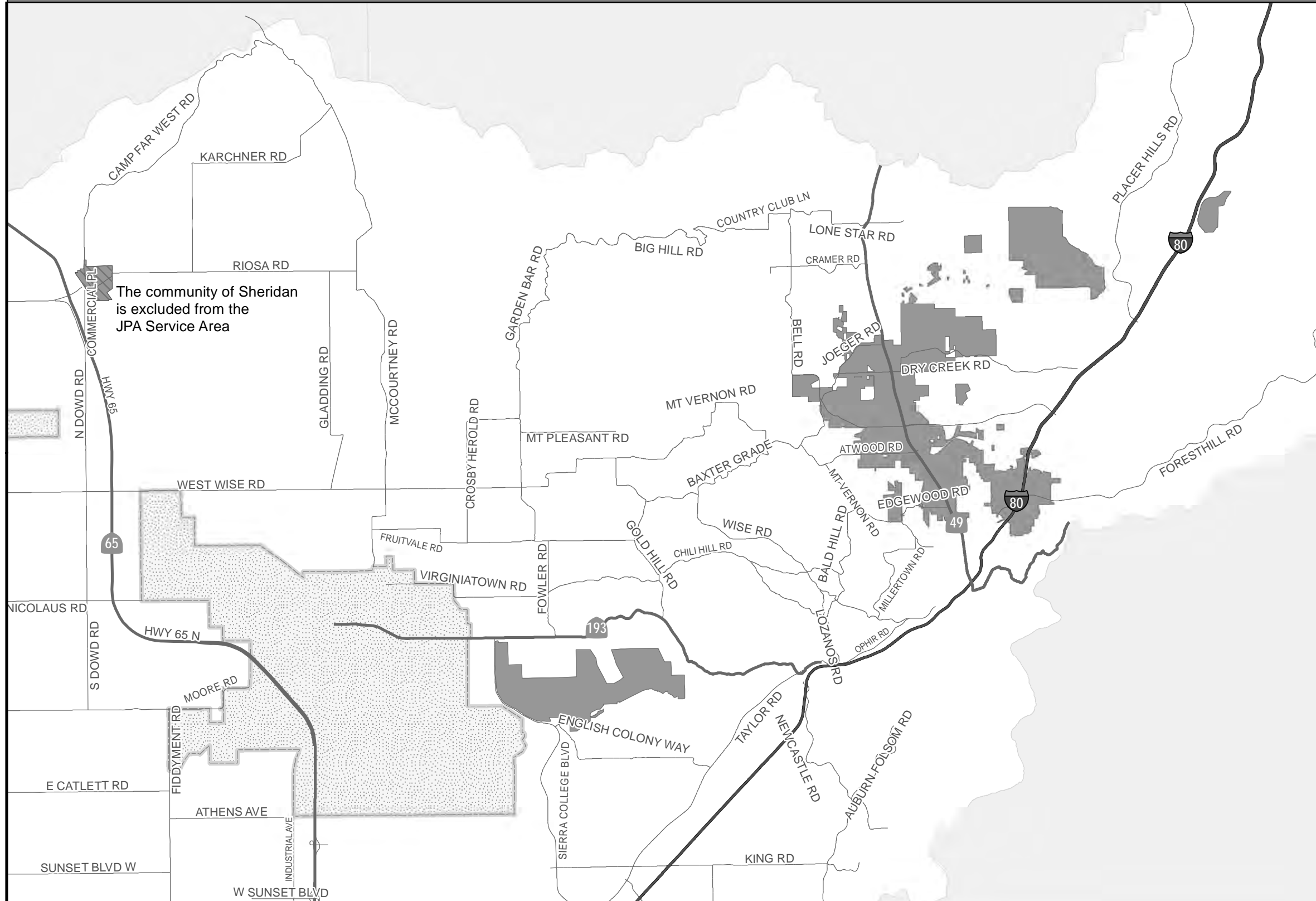
Exhibit 3: EDUs Contributed to Facility

Exhibit 1
JPA Jurisdictional Boundary





Exhibit 1 - LiSWA Service Area



Exhibit 1 LiSWA Service Area

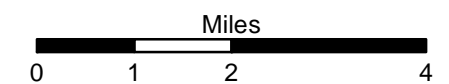


Legend

-  SMD 1 Service Area
-  SMD 1 - Sheridan (excluded)
-  Neighboring Counties
-  City of Lincoln Service Area
- Roads



October 6, 2022



S:\FAC\GIS\PROJECTS\EN\ENG_NorthAubur(SMD1)
 \SMD1_ToRegional\WWTP\PipelineAlignment\Alternatives_090709
 \ARCMAP\Regional\Pipeline.JPAMap_221006.mxd



Exhibit 2
Authority Facilities Maps



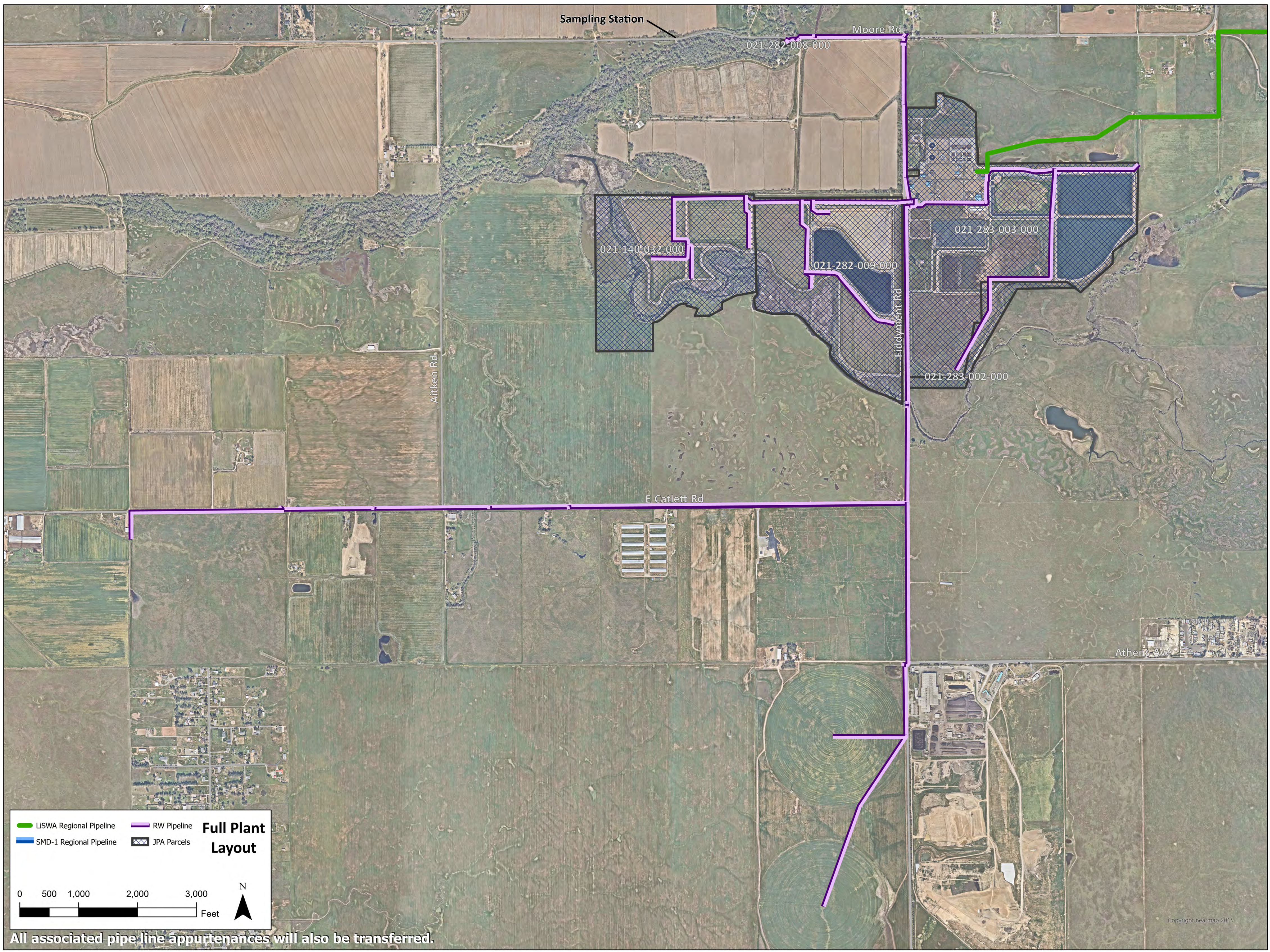
LEGEND NUM	FACILITY DESCRIPTION
1	Headworks
2	Anoxic Basins
3	Oxidation Ditches
4	Anoxic Basins
5	Anoxic Basins
6	Oxidation Ditches
7	Lab/Control Building
8	Secondary Clarifiers
9	RAS/WAS Pump Station
11	Oxidation Ditches
12	Secondary Clarifiers
13	Secondary Clarifiers
14	Solar Layout Area
15	Solids Holding Tank
16	UV Disinfection
19	Solar Dryer (Sludge)
20	Solids Dewatering Building
21	DAFTS
22	DAFTS
23	Tertiary Filters
24	Maturation Ponds
25	Storage Ponds
26	Overflow Storage

WWTRF Existing Infrastructure

--- COL
--- LiSWA Regional Pipeline
--- JPA
• Valves

0 50 100 200 300 400 500 Feet

N



Sampling Station

Moore Rd

021-282-008-000

021-140-032-000

021-282-009-000

021-283-003-000

021-283-002-000

Aitken Rd

Fiddlyment Rd

E Catlett Rd

Athens Ave

Full Plant Layout

- LISWA Regional Pipeline
- SMD-1 Regional Pipeline
- RW Pipeline
- JPA Parcels

0 500 1,000 2,000 3,000 Feet

N

All associated pipe-line appurtenances will also be transferred.



Confluence Point

K16020

- Trunk Structures
- JPA
- LiSWA Regional Pipeline
- SMD-1 Regional Pipeline

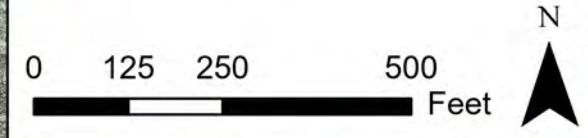


Exhibit 3

EDUs Contributed to Facility

COUNTY EDU Contribution

County EDUs Purchased	9,770
Active EDUs contributed by the County as of 8/31/22	-8,338
EDUs sold but not yet connected as of 8/31/22	-105*
Total Remaining County EDUs	1,327*

CITY EDU Contribution

Active EDUs contributed by the City as of 8/31/22	22,194
City EDUs sold but not yet connected as of 8/31/22	1,037*

O&M Cost Allocation: example calculation for cost allocation between LiSWA members

$$8,338 \text{ (County)} / 22,194 \text{ (City)}$$

$$8,338 + 22,194 = 30,532$$

$$8,332 / 30,532 = 27.3\% \text{ (County)}$$

$$22,194 / 30,532 = 72.7\% \text{ (City)}$$

*Additional EDUs connected to the system that have been sold but not connected shall not require payment of a connection fee to LiSWA.