

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

DEPT: Public Works *slm*

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE January 13, 2015

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Water Service Agreement between Stanislaus County, the City of Ceres, and the Monterey Park Tract Community Services District

STAFF RECOMMENDATIONS:

Authorize the Chairman of the Board to execute the Water Service Agreement between Monterey Park Tract Community Services District, the City of Ceres and Stanislaus County.

FISCAL IMPACT:

The proposed Water Service Agreement (WSA) has no direct fiscal impact to the County; however, if for any reason the District is unable to meet the obligations in the Water Service Agreement, the County agrees to take formal action to assume all obligations of the District in order to provide continued water service to the residents of Monterey Park Tract. The estimated annual cost of water service for the District is \$31,000. Upon Absent formal action to assume all obligations of the District, the water service may be turned off and the Water Service Agreement terminated. (Continued Page 2)

BOARD ACTION AS FOLLOWS:

No. 2015-26

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: *Christine Ferraro*
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Water Service Agreement between Stanislaus County, the City of Ceres, and the Monterey Park Tract Community Services District

FISCAL IMPACT (Continued):

To insure solvency in the near term for the District the Water connection fee will be computed on the basis of service to 55 connections. The existing connections total 49 single family home connections. The City will allocate the difference in the connection fee between the existing connections and the ultimate connections to establish a reserve account of \$75,000 for the purposes of ensuring the City has sufficient funds to cover District water service billings on a monthly basis. The total connection fee, including the reserve account totals \$563,000 and will be funded by the Prop 84 grant as an eligible expense in addition to the cost of project construction. Additionally, the District has a current fund balance of \$37,711 to cover any unforeseen maintenance issues.

DISCUSSION:

Monterey Park Tract (MPT) is located just off of Monte Vista Avenue, between Crows Landing Road and Carpenter Road. The MPT subdivision was created in 1941 with 89 parcels. Currently the assessor records show 74 assessed parcels. This is due to lot mergers and common ownership of adjacent parcels. Monterey Park Tract Community Services District (MPTCSD) was formed as an independent district in May 1984. In the early 1980's Stanislaus County received \$432,000 Community Development Block Grant (CDBG) funds to build a new water system, repair septic systems, and abandon contaminated individual domestic water wells. In October 1984 Stanislaus County agreed to administer the installation of the water system. In October 1987 with the construction completed, MPTCSD became a public water system. The MPTCSD owns and operates the community's water system which currently serves approximately 47 households, a church, and a community center for a total of 49 water service connections. The estimated population of the community is approximately 200 residents.

Today water quality issues include high nitrates, arsenic, manganese, and Total Dissolved Solids (TDS). On April 27, 2012, MPTCSD secured a \$2.2 million Prop 84 grant to address water quality issues. The preferred alternative is connecting to the City of Ceres Domestic Water Supply. To support the City of Ceres rate structure today and in the near future, MPTCSD conducted a Prop 218 ballot procedure to increase water rates. The vote to institute a change to the water rate structure passed and approval was received on May 14, 2012. New rates were implemented on July 1, 2012. With the implementation of the new rate, average water usage was reduced from 40,000 gallons per parcel per month to 15,000 gallons per parcel per month, a 62.5% reduction. Additionally, this new rate structure is aligned with anticipated rate increase as projected by the City of Ceres for the next five years.

A provision of Prop 84 Grant funding, requires that MPTCSD have a water service agreement executed with the City of Ceres. The Memorandum of Understanding

Approval of a Water Service Agreement between Stanislaus County, the City of Ceres, and the Monterey Park Tract Community Services District

(MOU) agreement will serve as this water service agreement until a California Environmental Quality Act (CEQA) review and design can be completed. Stanislaus County Chief Executive Office staff, County Counsel, and Public Works staff have worked jointly with MPTCSD and the City of Ceres to draft this MOU.

Study sessions were held on July 25, 2011, July 9, 2012, March 25, 2013, and June 10, 2013 with Ceres City Council to discuss the possibility of the City of Ceres providing water to Monterey Park Tract. During the June 10, 2013 study session the Ceres City Council unanimously supported the draft MOU and subsequently approved a MOU. This MOU was approved by the Board of Supervisors on July 2, 2013. The provisions in the WSA are consistent with those in the approved MOU.

The County has not typically been a party to an agreement with other special districts that puts the County as a cosigner. Key components of the WSA and the already approved MOU between Stanislaus County, the City of Ceres, and the Monterey Park Tract Community Services District include, in general terms, the following:

1. City of Ceres will supply water to the Monterey Park Tract Community Services District;
2. Monterey Park Tract Community Services District will construct at its expense all improvements necessary to deliver the water from the City of Ceres water system;
3. Monterey Park Tract Community Services District will own and be responsible for the operation and maintenance of the improvements;
4. Upon execution of the Water Service Agreement and the completion of the construction of facilities MPTCSD will deposit the sum of \$75,000 into a reserve account for the purpose of ensuring the City has sufficient funds to cover MPTCSD water service billings on a monthly basis. If for any reason MPTCSD is unable to meet the financial requirements for water service payments as contemplated in the MOU and executed in the Water Service Agreement, the water service will be turned off and the Water Service Agreement terminated unless the County formally agrees to assume responsibility for those payments as the services continue to be delivered to the MPTCSD area; and
5. If for any reason, MPTCSD is unable to meet the obligations as delineated in the Water Service Agreement, the County agrees to take formal action to assume all obligations of MPTCSD in order to provide continued water service to the residents of Monterey Park Tract. Absent formal action to assume all obligations of MPTCSD the County will request that the water service will be turned off and the Water Service Agreement terminated. At least 120 days prior to the beginning of year 15 of the Agreement, the City and the County agree to meet

Approval of a Water Service Agreement between Stanislaus County, the City of Ceres, and the Monterey Park Tract Community Services District

and evaluate the ongoing fiscal obligations of each party associated with the Water Service Agreement. The County and the City will consider those findings and make a recommendation on how to structure the fiscal obligations for the remaining term of the Water Services Agreement.

It is intended that if MPTCSD can show fiscal solvency at the 15 year term then the obligation of the County, as defined in the MOU, may be reduced. Based upon current water usage in MPT, the proposed reserve account of \$75,000 will provide approximately 2.5 years of reserve utility billing.

POLICY ISSUES:

This action is consistent with the Board's priorities of striving for A Healthy Community, Well-Planned Infrastructure System and Effective Partnerships by assisting the Monterey Park Tract Community Services District in their effort to improve infrastructure to enhance water delivery and quality to their service area.

STAFFING IMPACT:

Staff from Public Works and the Chief Executive Office were involved in the preparation of the WSA.

CONTACT PERSONS:

Matt Machado, Public Works Director. Telephone: (209) 525-4130.
Keith Boggs, Assistant Executive Officer. Telephone: (209) 525-6333.

ATTACHMENT:

Water Service Agreement

MM:aa

H:\MATT MACHADO\BOS\Board Agenda Items\Monterey Park Tract\Monterey Park Tract 12-30-14 - Final.Docx



Development Services Department
Engineering Division
2220 Magnolia Street
Ceres, CA 95307
209-538-5792
Fax 209-538-5759

CHIEF EXECUTIVE OFFICE

2015 FEB -2 P 4:22

CITY COUNCIL

Chris Vierra, Mayor
Ken Lane Mike Kline
Eric Ingwersen Bret Durossette

Date January 27, 2015

To: Stanislaus County
Stan Risen, Chief Executive Office
1010 10th Street, Suite 6800
Modesto, CA 95354

Re: Water Service Agreement

Dear Mr. Risen:

Please see the attached executed Agreement of a Water Service between the City of Ceres, Monterey Park Tract Community Services District and Stanislaus County. Enclosed are all terms and conditions.

If you have further questions do not hesitate to contact us at 209 538-5792.

Sincerely,

Toby E. Wells
City Manager

BOARD OF SUPERVISORS
2015 FEB -6 P 4:05

RESOLUTION APPROVING THE EXECUTION OF A WATER SERVICE AGREEMENT BETWEEN THE CITY OF CERES, MONTEREY PARK TRACT COMMUNITY SERVICES DISTRICT AND STANISLAUS COUNTY

THE CITY COUNCIL
City of Ceres, California

WHEREAS, the Monterey Park Tract Community Services District (District) was formed on May 29, 1984 to provide domestic water service to its residents. The District exists to provide its residents with safe drinking water, but is currently unable to do so because of contaminants occurring in the underground sources from which District draws its water, creating a dire need for a source of safe drinking water for the residents of DISTRICT ; and,

WHEREAS, District has received a Letter of Commitment (LOC) from the California Department of Public Health (CDPH) regarding funding for the recommended alternative solution to connect to the City of Ceres to obtain domestic water supply under Proposition 84, Section 75022 and contingent upon compliance with terms and conditions of the LOC; and,

WHEREAS, Stanislaus County recognizes that the project as proposed would serve a public benefit and address long-standing water quality issues at the Monterey Park Tract—an unincorporated community of the County; and,

WHEREAS, the City of Ceres has the capacity within its municipal water delivery system to serve existing and future City customers to serve District with potable water; and,

WHEREAS, the parties executed a Memorandum of Understanding (MOU) in July 2013 to delineate the responsibilities and conditions necessary for the City of Ceres to allow a water connection to District with the full support and backing of the County; and,

WHEREAS, the District completed the required environmental analysis and other conditions as required by the MOU necessary to prepare the Water Service Agreement.

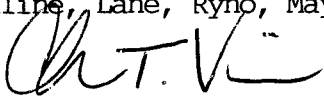
NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Ceres does hereby approves and authorizes the City Manager to execute the Water Service Agreement between the City of Ceres, Monterey Park Tract Community Services District, and Stanislaus County.

PASSED AND ADOPTED by the Ceres City Council at a regular meeting thereof held on the 26th day of January, 2015, by the following vote:

AYES: Council Members Durossette, Kline, Lane, Ryno, Mayor Vierra


NOES: None

ABSENT: None



Chris Vierra, Mayor

ATTEST:



Ann Montgomery, Deputy City Clerk

WATER SERVICE AGREEMENT

This WATER SERVICE AGREEMENT is made by and between the Monterey Park Tract Community Services District (DISTRICT), the City of Ceres (CITY), and Stanislaus County (COUNTY), collectively identified as the "PARTIES".

RECITALS

WHEREAS, the PARTIES entered into a Memorandum Of Understanding in June of 2013, which established the framework and conditions precedent to the execution by the PARTIES of a Water Service Agreement for the provision of potable drinking water to the residents of the DISTRICT from the CITY'S municipal water delivery system; and,

WHEREAS, the PARTIES have negotiated this WATER SERVICE AGREEMENT, the terms of which are consistent with the provisions of the said Memorandum Of Understanding.

NOW THEREFORE in consideration of covenants and conditions of the PARTIES contained herein the PARTIES do agree as follows:

1. The Project. The "Project" consists of the following components:
 - a. Pursuant to the letter dated October 28, 2013 from the Stanislaus County Local Formation Commission (LAFCO), an out of boundary service agreement is not required per government code section 56133(e) and LAFCO adopted policy 15.
 - b. An Initial Study/Mitigated Negative Declaration was adopted by the Board of Directors of the DISTRICT on October 27, 2014.
 - c. The construction of a water delivery system consisting of underground pipes, valves, pumps and metering equipment to measure the amount of water provided by the CITY. The DISTRICT will be solely responsible for the cost of the design, construction and acquisition of any easements necessary for completion of the water delivery system. The water delivery system will connect to CITY water at the CITY'S water main on Crows Landing Road approximately one-half (1/2) mile south of Service Road and extend approximately 4.5 miles to the DISTRICT'S delivery system.
 - d. The provision by the CITY to the DISTRICT of potable drinking water in a maximum amount as hereafter specified from the CITY'S municipal water delivery system.

2. Term/Termination

This WATER SERVICES AGREEMENT shall be for an indeterminate period of time, but shall be subject to termination as provided in paragraphs 4.a.vi and 5.1.

3. Responsibilities Of DISTRICT Regarding Construction And Maintenance Of Water Delivery Facilities.

- a. DISTRICT will construct, maintain, and repair at its sole cost and expense all improvements necessary to deliver water from the end of the CITY'S water main located on Crows Landing Road approximately one-half (1/2) mile south of Service Road to the DISTRICT'S water distribution system. The construction of that portion of the improvements involving the connection to CITY improvements shall be subject to the following conditions:
- i. DISTRICT shall prepare plans and specifications for the connection to the CITY water system. No work shall be initiated until plans and specifications are approved by the CITY and COUNTY. CITY review and approval shall be limited to the connection to existing CITY facilities.
 - ii. All construction costs shall be at the DISTRICT'S expense.
 - iii. Connection to the CITY water system and materials used shall be installed by the DISTRICT to CITY Standards, including pressure and bacteria testing.
 - iv. DISTRICT shall design and install a Reduced Pressure Principle device and a flow control valve, as approved by the City, to ensure no more than 41 gallons per minute will flow downstream through the meter.
 - v. DISTRICT shall contract with a licensed contractor to perform the construction work.
 - vi. DISTRICT shall obtain an encroachment permit from the CITY for work involving connection to CITY improvements prior to the start of construction activities. The CITY encroachment permit will include provisions for CITY inspection and the payment of connection and inspection fees.
- b. DISTRICT will design, construct, own and be solely responsible for the construction, operation and maintenance of the improvements which are downstream of the CITY water meter at the water service connection to the CITY'S water main. This includes the annual backflow maintenance

testing and submittal of the evidence of testing to the CITY. The CITY and its customers shall have no responsibility for operation, maintenance and repair of the facilities owned by the DISTRICT.

- c. DISTRICT is solely responsible for the sufficiency of the facilities and the adequacy of the design necessary to deliver sufficient water volume and pressure to meet the requirements from the connection point with the CITY facilities. These improvements may include a booster pump, tanks or other facilities necessary to ensure adequate system operation and fire flow pressures and volumes for the DISTRICT facilities.
- d. DISTRICT shall obtain an encroachment permit from Stanislaus County for the construction of the facilities within the jurisdiction of the COUNTY.

4. Responsibility of CITY to Deliver Water to District/Terms and Conditions of Delivery and Payment.

- a. Upon CITY approval of the execution of this Water Service Agreement and the completion of the construction of the facilities, by DISTRICT, CITY agrees to serve DISTRICT with potable water in exchange for payment by DISTRICT of the CITY's water charges as established by the CITY. DISTRICT acknowledges that in accordance with section 13.04.100 and 13.04.070 of the CITY municipal code, the DISTRICT is required to pay one and one-half (1.5) times the adopted water connection and water usage fees as established by the CITY. DISTRICT agrees that it will be subject to any changes in the CITY'S water ordinances, regulations and rates. The following additional conditions shall apply to the CITY'S provision of water under this Water Service Agreement:
 - i. The CITY will supply a maximum of 60,000 gallons per day of potable water at a rate no greater than 41 gallons per minute (gpm).
 - ii. The water connection fee shall be computed on the basis of service to 55 connections per the Water Supply Study conducted by the DISTRICT, dated September 2011. For the purposes of calculating the connection fee, the rate shall use the single family rate for connections outside of the City limits. The existing conditions as of the date of this agreement include 49 single family home connections, a church and a small community center. The City will allocate the difference in the connection fee between the existing connections and the ultimate connections to establish a reserve account of 75,000 for the purposes of ensuring the CITY has sufficient funds to cover DISTRICT water service billings on a monthly basis. If the District is late or misses a monthly payment, the CITY will draw from the

reserve account. CITY will provide a statement demonstrating the current balance of the reserve to the DISTRICT and the COUNTY.

- iii. The CITY will bill the DISTRICT on a monthly basis for the water provided to the DISTRICT based upon the size of the meter connection of the water service at the “non-single family” rate times one and one-half the rate charged for such services to residents of the CITY. The bill shall be due and payable upon presentation and if not paid shall be delinquent on the sixth day of the month following the month in which the DISTRICT was billed. A penalty of ten percent (10%) of the amount of the bill shall be added for any delinquent payment consistent with CITY policy for utility accounts.
- iv. If the reserve account balance drops below \$50,000, the parties agree to meet and confer within 30 days of notice.
- v. If the reserve account balance is extinguished, DISTRICT will be subject to all provisions of the CITY municipal code regarding penalties, fines, shut-off provisions, and collections of outstanding bills.
- vi. If for any reason, DISTRICT is unable to meet the financial requirements for payment under the terms of this Water Service Agreement, the water service will be turned off and the Water Service Agreement terminated unless the COUNTY formally agrees to assume responsibility for those payments as the services continue to be delivered to the DISTRICT area.

5. Notices.

Any notice or communication required hereunder must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party’s facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal

Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

City: City of Ceres
2720 2nd Street
Ceres, California 95307
Attention: Toby Wells, City Manager
Tel: (209) 538-5751

District: Monterey Park Tract Community Service District
PO BOX 1301
Ceres, CA 95307
Attention: Francisco Diaz, Board President
Tel: (209) 499-1113

County: Stanislaus County
1010 10th Street, Suite 6800
Modesto, CA 95354
Attention: Stan Risen, Chief Executive Office
(209) 525-6333

6. Miscellaneous Provisions and Conditions.

- a. DISTRICT acknowledges that the CITY is a member of the Stanislaus Regional Water Authority (SRWA) which is pursuing the installation of surface water improvements. The development of improvements necessitated by the SRWA or other regulatory agency to CITY system improvements may lead to increased connection and water usage fees in the future. DISTRICT agrees to pay CITY the fees as adopted by the Ceres CITY Council.
- b. DISTRICT acknowledges that in the event of operational or emergency needs of the CITY, the water system may need to be shut down for a limited period of time. CITY shall endeavor to provide as much notice as possible regarding any operational shut downs of the CITY system.
- c. The DISTRICT shall be solely responsible to conduct the necessary Proposition 218 or other legal processes necessary to ensure the adequacy of funds to pay the fees as assessed by CITY.

- d. CITY will provide water that meets all State and Federal Water Quality Standards at the CITY point of connection and provide the legally required notices related to Water Quality. CITY is not responsible for any water quality issues of the DISTRICT's system downstream of the CITY water meter.
- e. DISTRICT agrees that all communication regarding the terms, conditions, and requirements contained herein, shall be by and through the DISTRICT's authorized representative. The DISTRICT Board of Directors shall provide written documentation of the Board's appointment of the individual authorized to act on the DISTRICT's behalf pursuant to Section 5 of this agreement.
- f. The DISTRICT, CITY and COUNTY agree to meet and confer on an annual basis (at the beginning of each fiscal year) to ensure that the terms of this Water Service Agreement are adequately met and to address issues and concerns as they may arise.
- g. CITY shall provide water services to the DISTRICT for domestic purposes to serve the existing uses in the community and only within the limits of the DISTRICT as it currently exists as of the date of this agreement.
- h. DISTRICT shall comply with any and all City ordinances and/or policies, standards and specifications regarding water use and conservation.
- i. All water delivered to the DISTRICT shall be protected from cross connection by approved protection devices consistent with CITY policy.
- j. The DISTRICT, COUNTY and the CITY are separate legal entities created under the laws of the State of California, and nothing contained in this Water Service Agreement shall in any way be construed to imply that the CITY has any responsibility or liability for the construction, operation, maintenance, repair or proper design or functioning of the water system improvements to be constructed by the DISTRICT.
- k. DISTRICT shall indemnify, hold harmless, and defend the CITY and its officers, officials and employees from and against all claims, damages, losses and expenses including reasonable attorney fees arising in any manner out of the CITY'S participation in the project described herein, caused in whole or in part by any negligent act or omission of the DISTRICT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

The DISTRICT shall procure and maintain a policy of general liability insurance acceptable to the CITY with limits of at least \$1,000,000 dollars per

occurrence for bodily injury and personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. The CITY shall be named as an additional insured on the policy. For any claims related to this project the DISTRICT'S insurance coverage shall be primary as respects the CITY, its officers, officials, employees and volunteers. Any insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of DISTRICT'S insurance and shall not contribute with it.

DISTRICT'S obligation to defend, indemnify, and hold CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by the requirement that the DISTRICT procure and maintain a policy of insurance.

- l. If for any reason, the DISTRICT is unable to meet the obligations as delineated in this Water Service Agreement, the COUNTY agrees to take formal action to assume all obligations of the DISTRICT in order to provide continued water service to the residents of Monterey Park Tract. Absent formal action to assume all obligations of the DISTRICT the COUNTY shall request that the water service be turned off and the Water Service Agreement terminated.
- m. At least 120 days prior to the beginning of year 15 of this Water Service Agreement, the CITY and the COUNTY agree to meet and evaluate the ongoing fiscal obligations of each party associated with this Water Service Agreement. The COUNTY and the CITY will consider those findings and make a recommendation on how to structure the fiscal obligations for the remaining term of this Water Services Agreement.
- n. This Water Services Agreement contains the entire understanding between the PARTIES. All previous proposals, offers and communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by all the PARTIES.
- o. If any party of this Water Services Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking

depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable if such action is prosecuted to judgment.

Dated: JAN. 26, 2014⁵

Dated: December 12, 2014

CITY OF CERES, a municipal corporation

MONTEREY PARK TRACT
COMMUNITY SERVICES
DISTRICT

By: [Signature]
Toby Wells, City Manager

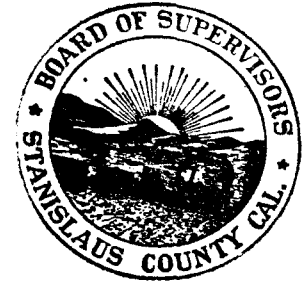
By: [Signature]
Francisco Diaz, Board President

Dated: JAN. 26, 2014⁵

COUNTY OF STANISLAUS

By: [Signature]
Typed Name and Title: Terrance Withrow

Chairman, Stanislaus County Board of Supervisors



APPROVED AS TO FORM

[Signature]
Michael L. Lyons, City Attorney

TOM HALLINAN, INTERIM

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY: [Signature]

Date: 12/30/2014