

A. General Project Information

- 1. Organization / Project Sponsor Name: City of Willits
- 2. Project Name: Centennial Reservoir Inflatable Spillway Project
- 3. Has the organization implemented similar projects in the past?
 yes
 no
- 4. If the project sponsor has worked with NCRP in the past, describe the project and outcome. The City of Willits was awarded a grant in the NCRP 2018/19 solicitation for the project "Improving Willits Water Supply Reliability and Drought Resiliency with Groundwater and Conjunctive Use." The project scope included upgrading a nearly three quarter mile section of PVC pipe connecting the wells to a treatment plant. Construction for this project was completed on October 27, 2022.
- 5. Please describe the qualifications, experience, and capacity of the project team that will be overseeing project implementation.

The Willits Public Works Department has significant experience in managing and implementing public works projects. The City's Public Works Director will provide project oversight with support from Public Works staff. The City will hire a consultant to provide planning support, environmental compliance, and project management.

Obermeyer Hydro, Inc. is the inflatatable spillway manufacturer. Obermeyer is an innovator in water control technology and their products have been used in the region.

6. Is this project part of a larger project or program? If so, what effectiveness monitoring is being conducted and what are the results?

This project is not part of a larger project.

7. Project Abstract [500 characters max.]

The Willits Centennial Dam currently uses seasonal, fixed flashboards to prevent overtopping and impound additional water during the dry season. These flashboards require manual removal when storms are forecast and significant water releases for annual installation. The proposed project seeks to build resiliency to climate change by improving water supply resilience and providing a safer, quicker response to floods through installing inflatable, mechanized flashboards.

8. Project Description [3,000 characters max.]

The Willits Centennial Reservoir is one of the two surface water reservoirs that provide drinking water to the economically disadvantaged City of Willits. The Centennial Dam is an



earthen dam with a concrete spillway with an existing storage capacity of 506 acre-feet. Temporary flashboards are installed March 1st to October 1st for each year to provide additional water access and prevent dam failure through overtopping. Overtopping is when water from the reservoir exceeds the height of the dam (usually due to flooding and winds creating waves that exceed the dam height). When sustained overtopping occurs, most dams fail, as the U.S Army Corps of Engineers estimated that 30% of dam failures in the US are due to overtopping. Flashboards help to prevent this avenue of dam failure. However, during emergency flooding events or severe storms when the reservoir needs to be lowered quickly, the City's fixed flashboards require maintenance workers to manually remove them, and there is currently no safe method of doing so. As the effects of climate change worsen, the frequency of emergency flooding events and the need for improved water management increases.

This project aims to improve the City's water management and responsiveness and increase worker safety. Specifically, the project would replace the current flashboards with an inflatable spillway. This inflatable spillway would allow for remote raising and lowering of the spillway elevation during an emergency event that would protect maintenance workers and ultimately the downstream community by preventing dam failure through overtopping. Additionally, by enabling the City to react to storm forecasts in real time, the habitat and community upstream will also be protected as the reservoir level could be lowered faster with this project and thus prevent flooding behind the dam.

The project would potentially provide an estimated 138 acre-feet of water availability in the City's system through improved water management and responsiveness. Currently, the City releases approximately 138 acre-feet of water from the reservoir to be able to remove the fixed flashboards when a 2-year storm event is forecasted. This process takes several days to complete, and removal of the flashboards takes longer than the lead time the weather forecast provides. With the proposed project, the City could react to storm forecasts in real time and potentially store additional water when drought conditions require it or release water during severe storms.

9. Specific Project Goals/Objectives

Goal 1: Improve water supply resiliency through improved dam operations [100 characters max.]

Goal 1 Objective: Develop necessary design documents for installation of an inflatable spillway [200 characters max.]

Goal 1 Objective: Procure a contractor to install the inflatable spillway and bring into operation

Goal 1 Objective: Monitor project performance by tracking spillway use and necessary water releases during spillway operations Goal 1 Objective:



Goal 2: Goal 2 Objective: Goal 2 Objective: Goal 2 Objective: Goal 2 Objective:

Goal 3: Goal 3 Objective: Goal 3 Objective: Goal 3 Objective: Goal 3 Objective:

Additional Goals & Objectives (List)

10. Describe how the project addresses the NCRP Goals and Objectives selected. [1,000 characters max]

characters max.]

The proposed project will allow the City to more effectively manage surface water storage in Centennial Reservoir, one of two reservoirs serving Willits and surrounding communities.

This project addresses Goal 4: Beneficial Uses of Water, Objective 8, as improving water use efficiency and supply resilience will help ensure water supply reliability and quality for municipal, domestic, agricultural, and Tribal ratepayers while minimizing impacts to sensitive resources.

This project meets Goal 5: Climate Adaptation & Energy Independence, Objective 11, as it addresses climate change effects, impacts, and vulnerabilities, and is an adaptation strategy to ensure optimal management of water supply in the reservoir.

Goal 6: Public Safety, Object 13, is met by improving flood protection using the best available technology to respond to extreme storm events. This project also helps ensure ample storage for firefighting use in a region identified as very high wildfire risk.

11. Describe the physical, biological and/or community need for the project. [1,000 characters max.]

The ongoing drought is the worst on record and is expected to continue. Rainfall in Willits through October 2022 is .01" and the historical average is 2.63," per California Water Watch. In October 2021, the region received record rainfall with 11.6" during Northern California's atmospheric river event. Even with the record-breaking early season rainfall last year, Willits still experienced a drier than average water year.

These extreme and unpredictable climate events make efficient and responsive reservoir management critical. The proposed inflatable rubber spillway provides the best available technology to respond to extreme storm events and improve reliability and resilience of the water supply during times of both drought and heavy rainfall. The spillway is equipped with water level sensors and provides a precise method to raise and lower the spillway elevation in



real-time to maintain optimum water levels year-round and is designed to react quickly to prevent and mitigate flood.

12. Describe the financial need for the project. [1,000 characters max.]

The City of Willits is a small town with a population just under 5,000 and is classified as severely disadvantaged community based on the NCRP data mapping tool. The City has significant need, but little capacity, to finance the myriad medium and large-scale public works projects necessary to address the water needs of the community with existing funding sources. Supplemental funding from sources like NCRP allows the City to effectively stretch its resources, implement a greater number of projects, and improve water reliability for the community.

13. Describe potential adverse impacts from project implementation and how they will be mitigated.

There are no adverse impacts identified with project implementation. One potential impact is changes to downstream flows and the potential affect that may have to habitat but that is speculative at this stage and will be studied and addressed, if needed, during the planning and permitting process. In addition, any impacts resulting in a reduction of downstream flows are likely to occur during the times of year when water is abundant and the reduction in downstream flows would not be significant

14. Will this project mitigate an existing or potential Cease and Desist Order or other regulatory compliance enforcement action? yes in no lf yes, please describe. [500 characters max.]

15. Does the project address a contaminant listed in AB 1249 (nitrate, arsenic, perchlorate, or hexavalent chromium)?

yes in o If yes, provide a description of how the project helps address the contamination. [500 characters max.]

16. Describe how the project contributes to regional water self-reliance and addresses climate change. [1,000 characters max.]

As climate change progresses, the frequency and severity of extreme weather events will rise. This project addresses drought and severe storm events while enhancing water supply resilience by allowing the City to respond in real-time to weather events and more precisely retain or release water. Currently, operators manually install flashboards in April to store more water during the dry season. This process requires releasing water to lower the reservoir level to allow flashboard installation. The flashboards are removed in October prior to the wet season, or whenever a >2-year storm event is forecast. Each removal and installation requires water releases for access. The current system limits the City's adaptability to manage the water level in



real-time and presents a hazard if not removed before the storm arrives. Better management of surface water storage and water use efficiency improvements helps to increase the total volume of water available to the community overall.

17. Does the project increase public safety with regards to flood protection, wildfire hazard risk reduction, increasing firefighting capacity, or in other ways contribute to regional emergency resiliency?

🛛 yes

Please explain. [500 characters max.]

Ino

This project improves community flood protection by allowing the City to adjust Centennial Dam spillway elevations in real time. Doing so refines the City's ability to control water releases when raising and lowering the spillway elevation and will lead to greater volumes of water stored throughout the year than the pre-project baseline. This additional water availability also provides increased firefighting capacity, as CAL Fire frequently uses Centennial Reservoir to fight nearby wildfires.

18. Does the project employ new or innovative technologies or practices, including <u>Decision</u>
 <u>Support Tools</u> that support the integration of multiple jurisdictions, including, but not limited to, water supply, flood control, land use, and sanitation? yes no
 If yes, please describe. [500 characters max.]

This project represents the best available technology to allow for precise, real-time spillway elevation control, and is a significant technological upgrade over the current spillway infrastructure. This will allow the City better ability to control releases and thereby mitigate potential flooding in downstream areas within unincorporated Mendocino County.

19. Describe the population served by this project, including any economically disadvantaged communities or Tribes that will directly benefit.

The City of Willits' water supply serves roughly 6,175 people within the city limits and surrounding communities. The vast majority (>95%) reside within SDAC areas, as identified by the NCRP data mapping tool. The SDAC area includes census block groups with median household incomes between \$35,094 and \$18,261 based on the DWR's DAC mapping tool. The entire city is categorized as a SDAC. The remaining <5% served by the municipal water supply reside in a disadvantaged community (DAC).

20. Describe local and/or political support for this project. [500 characters max.]

Given the ongoing drought, there is broad local public and political support for projects that improve resilience, reliability, and adequacy of the local water supply. Economic development is a priority for the City of Willits and ensuring sufficient and reliable supply of water, in combination with ongoing water conservation efforts, is essential to sustainable



growth of the commercial, industrial, and agricultural sectors in this severely disadvantaged community.

21. List all collaborating partners and agencies and nature of collaboration. [750 characters max.] To date, the City has not collaborated or created partnerships for this project outside of the fact that the City provides water to the Sherwood Valley Rancheria, including their small casino and café on tribal land. The City will collaborate with and involve the Rancheria during the planning and environmental review phase, specifically with the CEQA process. The City will also work closely with the Department of Water Resources Division of Dam Safety on project design and Pacific Gas and Electric Company to establish power service at the dam, though they are not a collaborating agency.

yes $|\times|$ no

22. Is this project part or a phase of a larger project? Are there similar efforts being made by other groups? If yes to either, please describe. [500 characters max.]

B. Project Location

- **1.** Describe the latitude and longitude of the project site.
Latitude: 39.357655Longitude: -123.314025
- Site Address (if relevant): 1 Water Plant Road Willits, CA 95480
- 3. Does the applicant have legal access rights, easements, or other access capabilities to the property to implement the project?
 - \times yes If yes, please describe below
 - no If no, please provide a concise narrative below with a schedule, to obtain necessary access
 - NA If NA, please describe below why physical access to a property is not needed

Explanation. [500 characters max.]

The City of Willits owns all the property at and surrounding the Centennial Reservoir project site, and has full access rights to implement the project without requesting physical access from any other entity.

4. Project Location Notes:



Centennial Reservoir is part of the Eel River Watershed and is located south of Willits proper on the east side of Highway 101. It is only accessible by private road, Quarry Road, and the road entrance is secured with a locked gate. Access is limited to the City's Public Works staff.

C. Benefits To Disadvantaged Communities and/or Tribes

1. Does the project provide direct water-related benefits to a project area comprised of Disadvantaged Communities or Economically Distressed Communities? If partially, please estimate percentage of project that benefits disadvantaged communities and list the communities.

Entirely

Partially; estimate the percentage of benefits provided directly to DAC:

No

List the Disadvantaged Community(s)

City of Willits and surrounding unincorporated areas

2. Does the project provide direct water-related benefits to a project area comprised of Severely Disadvantaged Communities (SDAC)? If partially, please estimate percentage of project that benefits disadvantaged communities and list the SDACs.

Entirely

 $\overline{\boxtimes}$ Partially; estimate percentage of benefits provided directly to SDAC:

No

List the Severely Disadvantaged Community(s)

Approximately 95% of the project benefit area is designated as an SDAC, including the entire City of Willits and outlying areas to the north, south, and east.

3. Does the project provide direct water-related benefits to a Tribe or Tribes? If partially, please estimate percentage of project that benefits Tribe(s) and list the Tribes.

Entirely

 \square Partially; estimate percentage of benefits provided directly to Tribe(s): 5%

🗌 No

List the Tribal Community(s)

Approximately 5% of the project area is the tribal lands of the Sherwood Valley Rancheria, which are served water by the City. No letter of support from Tribe available at this time.

If yes, please provide a letter of support from each Tribe listed as receiving these benefits.

4. If the project provides benefits to a DAC, EDA or Tribe, explain the water-related need of the DAC, EDA or Tribe and how the project will address the described need. [750 characters max.]

The communities served by this project are considered 100% DAC, with >95% of that SDAC. according to the NCRP data mapping tool. The City's also serves water to the Sherwood Valley



Rancheria which includes Tribal housing, a casino, and cafe. All of the areas served by the City have similar needs for water and the primary benefit of this project will be a more secure supply by improved water use and storage efficiency at Centennial Reservoir.

5. Describe the kind of notification, outreach and collaboration that has been completed with the county(ies) and/or Tribes within the proposed project impact area, including the source and receiving watersheds, if applicable. [500 characters max.] Because the City owns and operates the reservoir, outreach and collaboration has not been necessary during the preliminary project scoping and application development. Upon implementation, City staff will provide periodic status updates to the City Council and the public at council meetings. Additionally, project implementation will require CEQA compliance which will include notification of the Sherwood Valley Rancheria.

D. Project Benefits & Justification

 For each of the Potential Benefits that the project claims, complete the following table to describe an estimate of the benefits expected to result from the proposed project. Provide quantitative benefit amounts for at least the primary and secondary benefits. Provide a qualitative narrative description of expected benefits that cannot be quantified. See the NCRP Project Application Instructions for more information and a listing of potential benefits.

Benefit Description	Units	Quantitative Amount	Qualitative Description			
Water Supply						
Improved water supply resilience	2,470	households	households served			
Improved water supply resilience	138	acre-feet	addl water available			
Water Quality	Water Quality					
Climate Change						

PROJECT BENEFITS TABLE



Benefit Description	Units	Quantitative Amount	Qualitative Description			
Other Ecosystem Service Benefits						
Jobs Created or Maintained						
Other Benefits						

Does the proposed project provide physical benefits <u>outside</u> of the North Coast Region? yes no

If yes, describe the impacts to areas outside the North Coast Region. [500 characters max.]

3. List the impaired water bodies (303d listing) that the project benefits:

Centennial Reservoir is located on Davis Creek, a tributary to Outlet Creek and subsequently the Eel River, which is impaired for sediment and temperature.

4. Describe how the project benefits salmonids, endangered/threatened species and sensitive habitats.

While the primary goal of this project is to benefit domestic water users and provide flood control, the improved reservoir operations enabled by this project may reduce sediment deposition by allowing stormwater to settle in the reservoir before being released, and prevent downstream habitat degradation from scouring and flooding due to improved flood control.

- 5. Have alternative methods been considered to achieve the same types and amounts of physical benefits as the proposed project?
 - ___ yes

Please explain. [500 characters max.]

| no

The only alternative identified to achieve comparable benefits is reconstruction of the dam structure and spillway. This would likely provide more water storage capacity in the reservoir



than the proposed inflatable spillway but at a cost prohibitive expense that outweighs the benefits of the incremental increase in storage. This dam was built in 1990 and is structurally sound and physical reconstruction would require a significantly larger investment than the proposed project.

6. Is the proposed project the lowest cost alternative to achieve the physical benefits? yes

Please explain. [500 characters max.]

Replacing the removable flashboards on the spillway with an inflatable spillway is the lowest cost alternative to achieve the benefits of this project. The City could consider replacing the existing flashboards with engineered flashboards which could withstand the 1,000-year storm event, this would not improve the City's ability to control spillway elevation and therefore would not achieve the same level of benefit.

7. How will the project be monitored to determine whether it is producing the desired benefits?

The City of Willits will monitor the performance of the inflatable spillway for three-years post project, per IRWM requirements, and subsequently for the life of the infrastructure. Currently, the City tracks and documents reservoir water levels monthly. After project installation, the City will move to weekly reservoir level tracking and, at the end of the year, compare average water stored pre- and post-project. Doing so will allow the City to confirm that the inflatable flashboards have increased the overall water availability to the community throughout the year.

- 8. Provide a narrative for project technical justification. Include any other information that supports the justification for this project, including how the project can achieve the claimed level of benefits listed below. [3,000 characters max.]
- Water security represents an economic benefit in an area almost entirely classified as severely disadvantaged. The area has experienced recent droughts, and climate change predictions suggest such conditions will only become more common. Based on conversations with the City Staff, approximately 138 acre-feet of water need to be released every time the current flashboards are put in place. By replacing this system with an inflatable spillway, the City could in turn better manage that water supply and thus increase their water security.
- •
- Removing the current flashboards takes several days, and in emergency situations, time is of the essence. In the City of Willits Spring Operations Plan for Flashboard Installation at Centennial Reservoir, it is estimated that even with the butterfly valves at the Centennial Dam completely open, it would still take up to three days to remove all of the flashboards. Currently the City can only know 7 days in advance when a qualifying storm event may occur, leaving little time to adjust to changing forecasts. With the use of the inflatable spillway, a



remote operator could reduce the spillway elevation significantly faster and without manual removal, thus providing a safer and faster mode of preventing dam overtopping.

- •
- In a hydraulic capacity study of Centennial Dam, LTD Engineering states that the spillway at Centennial Dam could pass up to a 1,000-year storm with the boards installed while still maintaining freeboard. However, no structural analysis of the current flashboards has been performed so the flashboards are removed during 2-year storm events as a preventative measure. The inflatable spillway would be engineered to withstand storm events which the current flashboards are not certain to withstand. The inflatable spillway would be able to stay up longer and during more intense storm events which are likely to occur more often as climate change worsens.
- 9. List and include any studies, plans, designs or engineering reports completed for the project as a "Technical & Reference Supporting Materials" into one document that includes a Table of Contents and is limited to approximately 50 pages. *Please see the instructions for more information about submitting these documents with the final application.*
- 10. Project Justification & Technical Basis Notes: Please provide any additional information *not included above* that you think is important.

E. Project Tasks, Budget, And Schedule

- 1. Projected Project Start Date: 7/1/23 Anticipated Project End Date: 12/1/24
- 2. Describe the basis for the costs used to derive the project budget in each budget category. [500 characters max.]

Project costs were derived through soliciting a quote for the system from Obermeyer Hydro and working with the Contract City Engineer to develop estimates for soft-costs and other project components based on recent projects and experience. The firm contracted to provide City Engineer services is multi-disciplinary and able to provide professional estimates for permitting, CEQA compliance, construction oversight, and other relevant activities.

3. Provide a narrative on cost considerations including alternative project costs. [500 characters max.]

Given that the only other alternatives to achieve similar benefits are dam reconstruction, this project is by far the most cost effective alternative to provide the City real-time spillway elevation control and therefore improved flood protection and water supply resilience. Given the nature of the project and equipment needed, there is very little opportunity for value engineering or other cost cutting on this project.



4. List the sources of non-state matching funds, amounts and indicate their status. Proposition 1 requires a minimum cost share of 50% of the total project costs, though a waiver may apply (see Question 6 below).

The City of Willits is contributing \$54,000 in matching funds to the project from its Water Enterprise fund, despite being eligible for a waiver of all cost sharing requirements.

5. List the sources and amount of State matching funds.

No state matching funds are proposed to support this project.

6. Cost Share Waiver Requested (DAC or EDA)? Xes no

Describe what percentage of the proposed project area encompasses a DAC/EDA, how the community meets the definition of a DAC/EDA, and the water-related need of the DAC/EDA that the project addresses. In order to receive a cost share waiver, the applicant must demonstrate that the project will *directly* provide benefits that address a water-related need of a DAC/EDA.

More than 95% of the areas served by the proposed project are considered severely economically disadvantaged, with the remaining <5% considered economically disadvantaged. Replacing the flashboards with an inflatable spillway will provide direct benefits to these communities in the form of water supply resilience and improved resilience to the effects of climate change. With the project directly benefitting 100% disadvantaged communities, the City of Willits requests a 0% cost share requirement, though is contributing \$54,000, or approximately 8% of the total project cost, as cost share.

- 7. Is the project budget scalable? yes 🛛 yo
- 8. Describe how a scaled budget would impact the overall project, its expected benefits and state the minimum budget amount that would be viable (see Instructions E.7 for scaled budget examples). [500 characters max.]

The proposed project could be implemented in two phases, planning and construction/installation, if necessary. However, the construction phase and installation of the rubber inflatable dam is not scalable and must be completed in full.

9. Major Tasks, Schedule and Budget for Project Solicitation

Please complete MS Excel table available at <u>https://northcoastresourcepartnership.org/ncrp-proposition-1-irwm-round-2-solicitation/</u>see instructions for the information to be included



in this document and for how to submit the required excel document with the application materials.

10. Project Tasks, Budget and Schedule Notes:

11. Project Information Notes. Please provide any information that that has not been specifically requested that you feel is important for the NCRP to know about your project. The benefits provided by this project are challenging to communicate within limited character counts. One of the key aspects of this project which must be understood to better conceptualize the proposed project benefits is the current operational practices at Centennial Dam to control spillway elevation using traditional flashboards.

Because the current flashboards must be manually installed and removed, the surface water elevation of the reservoir must be below a certain level to allow access and safe flashboard removal or installation. Currently, the City installs flashboards on April 1st of each year, with removal on October 1st of the same year. In order to install the flashboards in April, the City typically must release water from the reservoir through a butterfly valve located at the base of the dam; depending on the water levels at the time of release, it can take approximately three days to remove all flashboards. While the water released during this period can be captured at the downstream Morris Reservoir, conditions at Morris may also require further releases to accommodate anticipated flows from Centennial. Once water levels have dropped sufficiently, the flashboards are installed and the reservoir begins refilling. Should a 2-year or larger storm event be forecast within the next seven days at any time from April through September, the City then begins the process of removing the flashboards, which requires further releases to drop the reservoir surface elevation back down to achieve access. Once the flashboards are removed and the storm has passed, the City must then continue to release water until levels have dropped sufficiently to allow the flashboards to be reinstalled. In most cases, the increased stream flows from precipitation allow the City to recapture the volume of water released in advance of the storm. However, in certain conditions, it is not guaranteed that the water released will be replenished.

In some instances, a forecasted storm does not materialize. Given the limited hydraulic capacity of the butterfly valve to release water, the City must act immediately when a storm of sufficient intensity to warrant flashboard removal is forecast. However, when a storm does not materialize, changes course, or is less intense than anticipated, the anticipated inflows are lower and the water released by the City in preparation of the storm is not guaranteed to be replenished. With an inflatable spillway which can be operated in real-time, the City would have the ability to wait until forecasts are more certain before releasing water, if necessary, and avoid releases if the storm does not materialize. In addition, the City will also be able to raise the spillway elevation after the storm event without waiting for sufficient water release to achieve



physical access. This allows the City to replenish lost volume much more quickly following the storm. As such, the ability to operate the spillway in real-time will increase the amount of water available in the reservoir throughout the dry season, providing greater volumes for both consumptive use and fire suppression. This benefit, along with improved ability to control releases for both up and downstream flood control purposes, represent the core reasons for pursuing the project.

	Project Name: Organization Name	Centennial Reservoir Inflatable Spillway Project	-									
Task #	Major Tasks	Task Description	Major Deliverables	IRWM Task Budget	Non-State Match	Other Match	Total Task Budget	25% Scaled IRWM Budget	50% Scaled IRWM Budget	Current Stage of Completion (%)	Start Date	Completion Date
Α	Category (a): Direct Project Admi	nistration										
1	Project Management	In cooperation with the County of Humboldt sign a sub-grantee agreement for work to be completed on this project. Develop invoices with support documentation. Provide audited financial statements and other deliverables as required	Invoices, audited financial statements and other deliverables as required	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$15,000.00	\$10,000.00	0%	7/1/23	12/1/24
2	Reporting	Develop monthly reports describing work completed, challenges, and strategies for reaching remaining project objectives. Develop Final Report	Quarterly and Final Reports	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$11,250.00	\$7,500.00	0%	7/1/23	12/31/24
В	Category (b): Land Purchase/Ease	ment										
1	Not Applicable	Not Applicable	Not Applicable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	N/A	N/A
С	Category (c): Planning/Design/En	gineering/Environmental Documentation										
1	Final Design /Plans	Develop final plans, specifications, and estimates	PDFs of completed Design Plans	\$30,000.00	\$0.00	\$4,000.00	\$34,000.00	\$22,500.00	\$15,000.00	0%	8/1/23	8/31/24
2	Consultant Procurement	Develop RFP and procure consultant	Final RFP and contract with consultant	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$3,750.00	\$2,500.00	0%	7/1/23	7/31/23
3	Project Performance Monitoring Plan	Develop Monitoring Plan to include goals and measurable objectives	Final Monitoring Plan	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$3,750.00	\$2,500.00	0%	4/1/24	6/30/24
4	Environmental Documentation: CEQA and other as required	Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Includes special studies for biological and cultural resources	Environmental Information Form approved by DWR	\$37,000.00	\$0.00	\$0.00	\$37,000.00	\$27,750.00	\$18,500.00	0%	8/1/23	4/30/24
5	Resource Agency Permit Fees	Obtain 401 Water Quality Certification, Lake or Streambed Alteration Agreement, DSOD Approval	PDFs of Permits, Certifications, and Approvals	\$36,000.00	\$0.00	\$0.00	\$36,000.00	\$27,000.00	\$18,000.00	0%	5/1/24	10/31/24
6	PG&E Service Application	Obtain approval for new electric service installation at site	PDF of Approved Application	\$40,000.00	\$0.00	\$0.00	\$40,000.00	\$30,000.00	\$20,000.00	0%	7/1/23	10/31/24
D	Category (d): Construction/Imple	mentation							1			
1	Contract Services	Release project for bid and administer bidding process	Bid Documents; Proof of Advertisement; Award of Contract; Notice to Proceed	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$3,750.00	\$2,500.00	0%	9/1/24	9/30/24
2	Construction Administration	Complete tasks necessary to administer construction contract	Construction Management Logs; Completed construction administration tasks documented in monthly progress reports; DWR Certificate of Project Completion	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$6,000.00	\$4,000.00	0%	7/1/23	12/1/24
3	Mobilization and Site Preparation	Mobilize contractor resources to project site	Pre-project site photos, summary of construction schedule	\$50,000.00	\$0.00	\$0.00	\$50,000.00	\$37,500.00	\$25,000.00	0%	9/15/24	9/22/24
4	Project Construction/Implementation:	Installation of inflatable dam, compressor and controls housing, electrical connection, spillway anchors/reinforcement, erosion and sediment control	Summary of construction activities, photos of construction in progresss	\$370,000.00	\$0.00	\$50,000.00	\$420,000.00	\$277,500.00	\$185,000.00	0%	9/1/24	12/1/24
5	Project Close Out, Inspection & Demobilization	Inspect project components and establish that work is complete. Verify that all project components have been installed and are functioning as specified will be conducted as part of construction inspection and project closeout. Conduct project completion photo monitoring. Prepare record drawings.	As-Built and Record Drawings; Project completion site photos	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$15,000.00	\$10,000.00	0%	12/1/24	12/31/24
6	Project Performance Monitoring	The performance of the project will be monitored in accordance to the Monitoring Plan using the following measurement tools and method	Monitoring Reports	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	12/1/24	12/31/27
	Total North Coast Resource Par	rtnership IRWM Grant Request		\$641,000.00	\$0.00	\$54,000.00	\$695,000.00	\$480,750.00	\$320,500.00		-	
	Percentage of Total Project Cost			92%	0%	8%	100%	69%	46%			



ORGANIZATION INFORMATION

1. Project Name: Centennial Reservoir Inflatable Spillway Project

2. Applicant Organization Name: City of Willits

3. Contact Name/Title

Name: Andrea Trincado Title: Public Works Project Manager Email: atrincado@cityofwillits.org Phone Number (include area code): 707-459-7126

4. Organization Address (City, County, State, Zip Code):

115 E. Commercial Street - Willits, CA 95490 - Mendocino County

5. Organization Type

- Public agency
 - 501(c)(3) Non-profit organization
- Public utility
- Federally recognized Indian Tribe
- California State Indian Tribe listed on the Native American Heritage Commission's
- California Tribal Consultation List
- ____ Mutual water company
- Other:

6. Authorized Representative (if different from the contact's name)

Name: Brian Bender Title: City Manager Email: bbender@cityofwillits.org Phone Number (include area code): 707-459-4601

7. List all projects the organization is submitting to the NCRP for this Solicitation in order of priority.

Centennial Reservoir Inflatable Spillway Project

8. Organization Information Notes:

The City of Willits is a general law city situated in the middle of Mendocino County with an elected government consisting of five city council members. The City of Willits is a severely disadvantaged community in Mendocino County



ELIGIBILITY

1. North Coast Resource Partnership Goals and Objectives

GOAL 1: INTRAREGIONAL COOPERATION & ADAPTIVE MANAGEMENT

Objective 1 - Respect local autonomy and local knowledge in Plan and project development and implementation

Objective 2 - Provide an ongoing framework for inclusive, efficient intraregional cooperation and effective, accountable NCRP project implementation

Objective 3 - Integrate Traditional Ecological Knowledge in collaboration with Tribes to incorporate these practices into North Coast Projects and Plans

GOAL 2: ECONOMIC VITALITY

Objective 4 - Ensure that economically disadvantaged communities are supported and that project implementation enhances the economic vitality of disadvantaged communities by improving built and natural infrastructure systems and promoting adequate housing

Objective 5 - Conserve and improve the economic benefits of North Coast Region working landscapes and natural areas

GOAL 3: ECOSYSTEM CONSERVATION AND ENHANCEMENT

Objective 6 – Conserve, enhance, and restore watersheds and aquatic ecosystems, including functions, habitats, and elements that support biological diversity
 Objective 7 - Enhance salmonid populations by conserving, enhancing, and restoring required habitats and watershed processes

GOAL 4: BENEFICIAL USES OF WATER

Objective 8 - Ensure water supply reliability and quality for municipal, domestic, agricultural, Tribal, and recreational uses while minimizing impacts to sensitive resources
 Objective 9 - Improve drinking water quality and water related infrastructure to protect public health, with a focus on economically disadvantaged communities
 Objective 10 - Protect groundwater resources from over-drafting and contamination

GOAL 5: CLIMATE ADAPTATION & ENERGY INDEPENDENCE

Objective 11 - Address climate change effects, impacts, vulnerabilities, including droughts, fires, floods, and sea level rise. Develop adaptation strategies for local and regional sectors to improve air and water quality and promote public health Objective 12 - Promote local energy independence, water/ energy use efficiency, GHG emission reduction, and jobs creation

GOAL 6: PUBLIC SAFETY



Objective 13 - Improve flood protection, forest and community resiliency to reduce the public safety impacts associated with floods and wildfires

2. Does the project have a minimum 15-year useful life?

a) 🛛 yes 🗌 no

yes

b) If yes, will the organization be able to provide compliance documentation outlined in the instructions should the project be selected as a Priority Project?
 instructions of project be selected as a Priority Project?

3. Other Eligibility Requirements and Documentation

CALIFORNIA GROUNDWATER MANAGEMENT SUSTAINABILITY COMPLIANCE

a) Does the project directly affect groundwater levels or quality?

,		
	1×21	
	- I X I	nn
		110

b) If yes, will the organization be able to provide compliance documentation outlined in the instructions including a Groundwater Sustainability Agency letter of support, to include in the NCRP Regional Project Application should the project be selected as a Priority Project?

yes	no
-----	----

CASGEM COMPLIANCE

- a) Does the project overlie a medium or high groundwater basin as prioritized by DWR?
- b) If yes, list the groundwater basin and CASGEM priority:
- c) If yes, please specify the name of the organization that is the designated monitoring entity:
- d) If yes, please specify whether the local Groundwater Sustainability Agency has endorsed the project:

URBAN WATER MANAGEMENT PLAN

- a) Is the organization required to file an Urban Water Management Plan (UWMP)?
- b) If yes, has DWR verified the current 2020 UWMP?

🗌 yes 🗌 no

- c) If the 2020 UWMP has not been verified by DWR, explain and provide anticipated date for verification:
- d) Has DWR verified a water loss audit report in accordance with SB 555 as submitted by the urban water supplier?

yes no

e) Does the urban water supplier meet the water meter requirements of CWC 525?



f) Does the urban water supplier meet the State Water Resources Control Board's Water Conservation and Production Reporting requirement?

🗌 yes 🗌 no

g) If yes, will the organization be able to provide compliance documentation outlined in the instructions, to include in the NCRP Regional Project Application should the project be selected as a Priority Project?

ves		no
,		110

AGRICULTURAL WATER MANAGEMENT PLAN

a) Is the organization – or any organization that will receive funding from the project – required to file an Agricultural Water Management Plan (AWMP)?

yes	🔀 no
-----	------

b) If yes, will the organization be able to provide compliance documentation outlined in the instructions, to include in the NCRP Regional Project Application should the project be selected as a Priority Project?

	yes			no
--	-----	--	--	----

SURFACE WATER DIVERSION REPORTS

a) Is the organization required to file State Water Resources Control Board (SWRCB) annual surface water diversion reports per the requirements in CWC Part 5.1?

🛛 yes 🗌 no

b) If yes, will the organization be able to provide compliance documentation outlined in the instructions, to include in the NCRP Regional Project Application should the project be selected as a Priority Project?

🔀 yes	🗌 no
-------	------

STORM WATER MANAGEMENT PLAN

a) Is the project a stormwater and/or dry weather runoff capture project?

🗌 yes 🛛 🖂 no

b) If yes, does the project benefit a Disadvantaged Community with a population of 20,000 or less?

```
yes no
```

- c) If this is a stormwater/dry weather runoff project but does not benefit a small DAC population, please provide documentation that the project has been included in a Stormwater Resource Plan that has been incorporated into the NCRP IRWM Plan:
- d) If no, will the organization be able to provide documentation that the project is included in a Stormwater Resource Plan that has been incorporated into the NCRP IRWM Plan, should the project be selected as a Priority Project?

🗌 yes 🗌 no



4. Eligible Project Type under 2022 IRWM Grant Solicitation

	Water reuse and recycling for non-potable reuse and direct and indirect potable
5	reuse
\bowtie	Water-use efficiency and water conservation
\bowtie	Local and regional surface and underground water storage, including
	groundwater aquifer cleanup or recharge projects
	Regional water conveyance facilities that improve integration of separate water systems
	Watershed protection, restoration, and management projects, including projects
	that reduce the risk of wildfire or improve water supply reliability
	Stormwater resource management projects to reduce, manage, treat, or capture
	rainwater or stormwater
	Stormwater resource management projects that provide multiple benefits such as
	water guality, water supply, flood control, or open space
	Decision support tools that evaluate the benefits and costs of multi-benefit
	stormwater projects
	Stormwater resource management projects to implement a stormwater resource
	plan
	Conjunctive use of surface and groundwater storage facilities
\square	Decision support tools to model regional water management strategies to
	account for climate change and other changes in regional demand and supply
	projections
	Improvement of water quality, including drinking water treatment and
	distribution, groundwater and aquifer remediation, matching water quality to
	water use, wastewater treatment, water pollution prevention, and management
	of urban and agricultural runoff
	Regional projects or programs as defined by the IRWM Planning Act (Water Code
	§10537)
	Other:

5. Describe how the project provides a benefit that meets at least one of the Statewide Priorities as defined in DWR's <u>Final 2022 Guidelines</u> (see page 7) and Tribal priorities as defined by the NCRP?

This project will allow the City real-time control over the spillway elevation at Centennial Dam. This will improve water resource management by allowing the City to better respond to storm events and limit the need for unnecessary releases of water to prepare for storm events. Real-time spillway control will allow the City to keep approximately 138 acre-feet of water in the system more consistently and thereby improve water security for approximately 2,470 households who receive City water.



CERTIFICATION OF AUTHORITY

By signing below, the Authorized Representative executing the certificate on behalf of the Project Sponsor affirmatively represents that s/he has the requisite legal authority to do so on behalf of the Project Sponsor. The Authorized Representative executing this proposal on behalf of the project sponsor understands that the NCRP is relying on this representation in receiving and considering this proposal. The person signing below hereby acknowledges that s/he has read the entire NCRP 2022 Project Review and Selection Process Guidelines and the NCRP 2022 Proposition 1 IRWM Round 2 Project Application & Instructions documents and has complied with all requirements listed therein.

Official Authorized to Sign for Proposal

Signature

Brian Bender, City Manager

Date 11.04.22



PROJECT	WILLITS CENTENNIAL DAM NCRP IRWM	BY	FRR	FIGURE
CLIENT	CITY OF WILLITS	CHECK	JRB	1
LOCATION	CENTENNIAL DAM, WILLITS, CA	DATE]	0/26/2022	JOB NO.
	LOCATION MAP			8509.17

REUSE OF DOCUMENTS: This document and the ideas and design incorporated herein, as an instrument of professional service, is the property of LACO Associates and shall not be reused in whole or part for any other project without LACO Associates express written authorization.





PROJECT	WILLITS CENTENNIAL DAM NCRP IRWM	BY	FRR	FIGURE
CLIENT	CITY OF WILLITS	CHECK	JRB	2
LOCATION	CENTENNIAL DAM, WILLITS, CA	DATE](0/26/2022	JOB NO.
	SITE MAP			8509.17

REUSE OF DOCUMENTS: This document and the ideas and design incorporated herein, as an instrument of professional service, is the property of LACO Associates and shall not be reused in whole or part for any other project without LACO Associates express written authorization.



P.O. BOX 668 FT. COLLINS, COLORADO 80522 USA TEL 970-568-9844 FAX 970-568-9845 E-mail: <u>hydro@obermeyerhydro.com</u> WWW: <u>http://www.obermeyerhydro.com</u>

Date:November 3, 2022Project:Centennial Reservoir, Willits, CAGate Size:4.5' high x 45' long

Note: Clerical error. Confirmed with vendor the quote is for Centennial Reservoir in Willits, CA

Obermeyer Hydro, Inc. is pleased to offer the following Obermeyer Gate Package for the Honey Creek Diversion Project in south central Oregon. Components and services included in our scope of supply are as follow:

- Gate System: (3) 15' wide steel gate panels along with (3) 15' wide polyester reinforced air bladders packaged complete with clamp bars, stainless steel anchor bolts, stainless steel abutment plates, abutment seals, restraining straps and restraining strap anchor bolts, air connection assemblies, electronic shop drawing submittal, and (2) paper copies and one electronic copy of Operation and Maintenance Manual. Gate panels and other peripheral steel parts shall be fabricated from AISI 304/304L stainless steel or ASTM A 572 GR 50 steel per below..
- Control System One automatic water level control system based on Square D M340 series PLC. Control system to automatically adjust gate to maintain a constant upstream water elevation. Package includes PLC with touchscreen operator interface, mechanical valves, and water level transducer. PLC portion of system to be packaged in a Nema 12 electrical enclosures. Solenoid valves and other mechanical equipment to be mounted on a back-panel and frame suitable for wall mounting.
- Air Supply: 5-hp Ingersoll Rand rotary screw air compressor along with desiccant type air dryer and 240-gallon vertical dry receiver tank. Air supply system designed to inflate river gate in 30-minutes or less with a dew point of -35 degrees F.

The price for the above gate and auxiliary equipment is:

Option One	304L ss gate panels	USD 176,675.00
Option Two	Carbon steel gate panels with epoxy paint	USD 141,800.00

Prices include freight FOB project site and are valid until December 31, 2021. The above prices specifically exclude the following items:

1. Interconnecting wiring or piping.

- 2. Building for housing compressor and controls.
- 3. Installation except as defined above.
- 4. Any needed anchor bolt epoxy.
- 5. Bid, supply, or performance bond.
- 6. Federal, state, or any local taxes.

Terms shall be 30% due upon purchase order, 60% due upon delivery of the gate, and 10% due 60-days after final shipment or 15-days after system start-up whichever comes first.

All parts manufactured by Obermeyer Hydro are offered and guaranteed as outlined in standard OHI sales agreement. Items that are supplied, but not manufactured by Obermeyer Hydro, are covered by the original manufacturer's warranty.

Sincerely, Obermeyer Hydro, Inc. Robert Eckman Vice President

SALES AGREEMENT

NOTICES - All notices required by the contract will be sent to:

PURCHASER

COMPANY

Obermeyer Hydro, Inc P.O. Box 668 Fort Collins, CO 80522 TEL: 970-568-9844 FAX: 970-568-9845

WARRANTY - Company warrants title to the product (s) and also warrants the product (s) on date of delivery to purchaser to be of the kind and quality described herein, merchantable, and free of defects in workmanship and material.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS CONTRACT.

If within five years from the date of initial operation, but not more than five years and six months from the date of shipment by Company of any item of the product (s), Purchaser discovers that such item was not as warranted and promptly notified Company in writing thereof, Company shall remedy such non-conformance by, at Company's option, adjustment or repair or replacement of the item or any affected part of the product (s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The same obligations and conditions shall extend to replacement parts furnished by Company thereunder. Company shall have the right of disposal of parts replaced by it. The Company shall not be liable for any repairs, replacements, or adjustments to the Product (s) or any costs of labor performed by the Purchaser or others without the Company's prior written approval.

The purchaser shall not operate the Product (s) which is considered to be defective, without first notifying the Company in writing of its intention to do so. Any such use of the Product (s) will be at the Purchaser's sole risk and liability unless Company gives Purchaser approval to operate the Product (s). Such approval will not be unreasonably withheld.

The effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty.

Company's liability to Purchaser relating to the product (s) whether in contract or in tort arising out of warranties, representations, instructions, installations, or defects from any cause, shall be limited exclusively to correcting the product (s) and under the conditions as aforesaid.

Any separately listed item of the product (s) which is not manufactured by the Company shall be covered only by the express warranty of the manufacturer thereof.

PATENTS - Company shall pay costs and damages finally awarded in any suit against Purchaser or its vendees to the extent based on a finding that the design or construction of the product (s) as furnished infringes a United States patent (except infringement occurring as a result of incorporating a design or modification at Purchaser's request) provided that Purchaser promptly notifies Company of any charge of such infringement, and Company is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge. This paragraph sets forth Company's exclusive liability with respect to patents.

DELAYS - If company suffers delay in performance due to any cause beyond its control, such as Acts of God, war, act of government, act or omission of Purchaser, fire, flood, strike or labor trouble, sabotage, delay in obtaining from others suitable services, materials, components, equipment, or transportation, the

time of performance shall be extended a period of time equal to the period of the delay and its consequences. Company will give Purchaser notice in writing within a reasonable time after Company becomes aware of any such delay.

DELIVERY - Timely delivery at the designated point is contingent upon Purchaser's supplying to Company, when needed, all required technical information, including drawing approval, and all required commercial documentation. Company may make partial shipments. Company shall select method of transportation and route, unless terms are FOB point of shipment without freight allowed and Purchaser specifies the method and route. When delivery terms are FOB destination or freight allowed to destination, "destination" means common carrier delivery point (within the continental United States, excluding Alaska and Hawaii), nearest the final destination. For shipments outside the United States Company shall arrange for inland shipment to port of exit and shall cooperate with Purchaser's agents in making necessary arrangements for overseas shipment and preparing necessary shipping documents.

LIQUIDATED DAMAGES - The Purchasers sole remedy for the Company's failure to deliver in a timely manner shall be Liquidated Damages in the amount of 0.1% of the contract price per day.

STORAGE - Any item of the product (s) on which manufacture or delivery is delayed by causes within the Purchaser's control or causes which affect Purchaser's ability to receive, the product (s) may be placed in storage by Company for Purchaser's account and risk.

TITLE AND INSURANCE - Title to the product (s) and risk of loss or damage shall pass to Purchaser upon tender of delivery, except that a security interest in the product (s) or any replacement shall remain in Company, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect the Company's interest by adequately insuring the product (s) against loss or damage from any external cause with Company named as insured or co-insured.

TAXES AND LICENSES - The price does not include any Federal, State or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may be nor or hereafter applicable to, measured by, or imposed upon this transaction, the Product (s) its sale, its value or its sue, or any services performed in connection therewith. Such taxes will be itemized separately to Purchaser, who shall make payment to the Company. The company will accept a valid exemption certificate from the Purchaser if applicable. If such exemption certificate is not recognized by the governmental taxing authority, Purchaser agrees to assume responsibility for payment of any taxes covered by such exemption certificate.

The Purchaser shall obtain all construction and other permits, licenses, inspections as may be required for the erection, construction and operation of the Purchaser's facilities.

SPECIAL SHIPPING DEVICES - The value of each special shipping device (oil barrel, reel, tarpaulin, cradle, crib and the like) used by Company to contain or protect the product (s) in shipment will be invoiced to the Purchaser as a separately stated addition to the contract price. If the Company's Proposal or quotation or other contract documents stipulate the return of any such device, it shall be returned by the Purchaser in good condition for credit, FOB Purchaser's plant, freight collect, within thirty (30) days after receipt by Purchaser.

Return of any such device as to which there is no stipulation but which has been separately invoiced is at the option of the Purchaser. If returned promptly in useable condition, FOB destination, freight prepaid,

Company will grant purchaser a credit with the invoiced amount (except oil barrels, as to which arrangements for return and refund mush be made by the Purchaser with the refiner).

The foregoing provisions as to special shipping devices shall not apply to any such device shipped outside the continental United States and Canada.

GENERAL - Company will comply with all laws applicable to Company. Installation, erection or servicing of the product (s) by Company, if specified or requested by Purchaser, shall be governed by the terms and conditions of Company(s) service agreement.

This document and the other documents specifically referred to as being a part hereof, constitute the entire contract on the subject matter, and shall not be modified except in writing signed by both parties. Assignment may be made only with written consent of the other party.

TERMINATION - The Company may terminate this agreement upon thirty (30) days prior written notice to Purchaser for any material breach of this contract by Purchaser. In the event of such termination, Purchaser shall pay out reasonable and proper termination charges as set out in a) and b) below.

a) Purchaser has it full remedies at law for a material breach of contract by the Company and damages, if any, will be recoverable as states in the contract. All payments due will be suspended until Purchaser has had a reasonable opportunity to complete the project. For all other stipulations Purchaser may terminate this contract upon thirty (30) days prior written notice to the Company and payment of reasonable and proper termination charges. Such charges will include a portion of the Purchase Order Price, adjusted as necessary reflecting the amount of work completed, man hours expended and materials acquired at the time of termination plus the expenses associated with the termination, including, but not limited to, any additional expenses incurred by reason of termination or cancellation of the Company's agreement with its suppliers and any applicable costs plus pro rata profits calculated on the full contract price.

b) All termination charges shall be due and payable within thirty (30) days after the date of the Company's invoice.

SUSPENSION - Purchaser may, by written notice to the Company, suspend the Company's performance, in whole or in part, or extend the work for reason of force majeure, inability to obtain local state or federal government licensing or approvals, or for any other reason, except that such right of suspension or extension with respect to any portion of the Product (s) which has been released by the Company for procurement or manufacture shall require the mutual agreement of the parties.

In the event of any suspension or extension, other provisions of this contract, such as the price of the Product (s) and Services, shall be equitably adjusted to reflect the time of suspension, and any additional cost or expenses which may be occasioned to the Company hereby. At any time after suspension (s) ordered by the Purchaser has extended for a cumulative period of ninety (90) days, except to the extent that the Company may have previously consented to a suspension in excess of ninety (90) days, the Company may, upon giving Purchaser at least thirty (30) days prior written notice, terminate the contract and Purchaser shall pay reasonable and proper termination charges as set out in the Termination section a) and b).

TERMS - Terms for material supply shall be 30% due with purchase order, 60% upon delivery of the gate, and 10% 60-days after final shipment or within 15-days after project start-up whichever comes first.

SCOPE OF SUPPLY - The Company's Scope of Supply is listed on the November 3, 2022 price proposal that is hereby incorporated by reference.

PRICE - The price for this equipment is USD _____ FOB project site.

GOVERNING LAW - The interpretation of this contract shall be governed by the laws of Colorado, USA.

OBERMEYER HYDRO, INC P.O. BOX 668, FORT COLLINS, CO 80522

Ву _____

ROBERT ECKMAN VICE PRESIDENT

PURCHASER'S ACCEPTANCE

The foregoing Proposal is hereby accepted

Ву _____

Title

Date _____