



BOARD MEETING AGENDA
Monday, July 13, 2015
Regular Meeting - 7:00 P.M.

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Boardroom
5072 Benson Road
Union City, CA 94587

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

1. Call to Order.

2. Pledge of Allegiance.

3. Roll Call.

- Motion 4. Approve Minutes of the Special Meeting of June 15, 2015.

- Motion 5. Approve Minutes of the Special Meeting of June 17, 2015.

- Motion 6. Approve Minutes of the Meeting of June 22, 2015.

7. Written Communications.

8. Oral Communications.

The public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District office at least one working day prior to the meeting). This portion of the agenda is where a member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction that is not on the agenda. If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. Oral comments are limited to three minutes per individuals, with a maximum of 30 minutes per subject. Speaker's cards will be available in the Boardroom and are to be completed prior to discussion.

- Public Hearing 9. Public Hearing: 1) Confirming Sewer Service Charge Ordinance No. 31.38, 2) Adopting Sewer Service Charge for Fiscal Year 2016, and 3) Setting and Collecting Sewer Service Charges for Fiscal Year 2016 on the Tax Roll (to be reviewed by the Budget & Finance Committee).

- Motion 10. Resolution No. ____, Considering Protests and Establishing Sewer Service Charge Rates for Fiscal Year 2016 (to be reviewed by the Budget & Finance Committee).

- Motion 11. Adopt Ordinance No. 31.38, Amending Ordinance No. 31.37, Setting the Sewer Service Charges Specified Therein for Fiscal Year 2016 (to be reviewed by the Budget & Finance Committee).

- Motion 12. Adopting Final Operating and Capacity Fund Budgets for Fiscal Year 2016 (to be reviewed by the Budget & Finance Committee).

-
- Motion 13. Authorize the General Manager to Execute a Lease Agreement with the California State Lands Commission for a Sewer Crossing at Scott Creek in the City of Fremont *(to be reviewed by the Legal/Community Affairs Committee)*.
-
- Motion 14. Resolution No. _____, Accept a Sanitary Sewer Easement from the Alameda County Flood Control and Water Conservation District Located Near Fremont Boulevard and Lakeview Boulevard in the City of Fremont *(to be reviewed by the Legal/Community Affairs Committee)*.
-
- Motion 15. Election of Officers for the Board of Directors for FY 2016.
-
- Information 16. Information Items:
- a. Check Register.
 - b. Agreement with RMC Water and Environment for Flow Model and Capacity Analysis Professional Services *(to be reviewed by the Construction Committee)*.
 - c. Agreement with Carollo Engineers for General Engineering Services *(to be reviewed by the Construction Committee)*.
 - d. Solar and Cogeneration Facilities Operational Update *(to be reviewed by the Budget & Finance Committee)*.
 - e. Report on the EBDA Commission Meeting of June 18, 2015.
 - f. Certificate of Achievement for Excellence in Financial Reporting.
-
- Information 17. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Legal & Community Affairs Committee – Wednesday, July 8, 2015, at 4:30 p.m.
 - b. Construction Committee – Thursday, July 9, 2015, at 8:45 a.m.
 - c. Budget & Finance Committee – Thursday, July 9, 2015, at 4:30 p.m.
 - d. Personnel Committee – will not meet.
-
- Information 18. General Manager’s Report. *(Information on recent issues of interest to the Board)*.
-
- Information 19. Other Business:
- a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
 - b. Scheduling matters for future consideration.
-
20. Adjournment – The Board will adjourn to the next Regular Meeting in the Boardroom on Monday, July 27, 2015, at 7:00 p.m.

The Public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District at least one working day prior to the meeting).

If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. If the subject is within the Board’s jurisdiction but not on the agenda, the speaker will be heard at the time “Oral Communications” is calendared. Oral comments are limited to three minutes per individual, with a maximum of 30 minutes per subject. Speaker’s cards will be available in the Boardroom and are to be completed prior to discussion of the agenda item.

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager’s office at (510) 477-7503 at least 24 hours in advance of the meeting.

THE PUBLIC IS INVITED TO ATTEND

**NOTICE OF
COMMITTEE MEETING**



All meetings will be held in
the General Manager's Office
5072 Benson Road, Union City, CA 94587

REVISED

BOARD MEETING OF JULY 13, 2015

Committee Membership:

Budget and Finance	Directors Anjali Lathi and Tom Handley (Alt. – Pat Kite)
Construction Committee	Directors Pat Kite and Jennifer Toy (Alt. – Manny Fernandez)
Legal/Community Affairs	Directors Pat Kite and Tom Handley (Alt. –Anjali Lathi)
Legislative Committee	Directors Manny Fernandez and Jennifer Toy (Alt–Tom Handley)
Personnel Committee	Directors Manny Fernandez and Anjali Lathi (Alt. – Jennifer Toy)
Audit Committee	Directors Manny Fernandez and Tom Handley (Alt. Jennifer Toy)

Legal/Community Affairs Committee, Wednesday, July 8, 2015, at 4:30 p.m.

13. Authorize the General Manager to Execute a Lease Agreement with the California State Lands Commission for a Sewer Crossing at Scott Creek in the City of Fremont.
 14. Resolution No. _____, Accept a Sanitary Sewer Easement from the Alameda County Flood Control and Water Conservation District Located Near Fremont Boulevard and Lakeview Boulevard in the City of Fremont.
-

Construction Committee, Thursday, July 9, 2015, at 8:45 a.m.

- 16b. Agreement with RMC Water and Environment for Flow Model and Capacity Analysis Professional Services.
 - 16c. Agreement with Carollo Engineers for General Engineering.
-

Budget & Finance Committee, Thursday, July 9, 2015, at 4:30 p.m.

9. Public Hearing: 1) Confirming Sewer Service Charge Ordinance No. 31.38, 2) Adopting Sewer Service Charge for Fiscal Year 2016, and 3) Setting and Collecting Sewer Service Charges for Fiscal Year 2016 on the Tax Roll.
 10. Resolution No. _____, Considering Protests and Establishing Sewer Service Charge Rates for Fiscal Year 2016.
 11. **Adopt** Ordinance No. 31.38, ~~Amendment of Amending~~ Ordinance **No.** 31.37, Setting the Sewer Service Charges Specified Therein for Fiscal Year 2016.
 12. Adopting Final Operating and Capacity Fund Budgets for Fiscal Year 2016.
 - 16d. Solar and Cogeneration Facilities Operational Update.
-

Committee meetings may include teleconference participation by one or more Directors.
(Gov. Code Section 11123)

Committee Meetings are open to the public. Only written comments will be considered. No action will be taken.

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
June 15, 2015**

CALL TO ORDER

President Fernandez called the special meeting to order at 6:39 p.m.

ROLL CALL

PRESENT: Manny Fernandez, President
Jennifer Toy, Vice President
Tom Handley, Secretary
Pat Kite, Director
Anjali Lathi, Director

STAFF: Paul Eldredge, General Manager
Sami Ghossain, Technical Services Manager
Armando Lopez, Treatment & Disposal Services Manager
Robert Simonich, Fabrication, Maintenance, & Construction Manager
Curtis Bosick, Associate Engineer

GUESTS: Dave Richardson, RMC Water and Environment
Mark Takemoto, RMC Water and Environment

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP – TREATMENT PLANT SITE STUDY PRESENTATION

Staff presented the Alvarado Wastewater Treatment Plant Site Use Study, prepared in partnership with RMC Water and Environment and PPC Land Consultants.

ADJOURNMENT:

The special meeting was adjourned at 8:28 p.m. to the Hayward Marsh Options Study Special Meeting Workshop in the Boardroom on Wednesday, June 17, 2015, at 6:30 p.m.

The Board will then adjourn to the next Regular Board Meeting in the Boardroom on Monday, June 22, 2015, at 7:00 p.m.

SUBMITTED:

REGINA McEVOY
SECRETARY TO THE BOARD

APPROVED:

MANNY FERNANDEZ
PRESIDENT

ATTEST:

TOM HANDLEY
SECRETARY

Adopted this 13th day of July, 2015

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
June 17, 2015**

CALL TO ORDER

President Fernandez called the special meeting to order at 6:41 p.m.

ROLL CALL

PRESENT: Manny Fernandez, President
Jennifer Toy, Vice President
Tom Handley, Secretary
Pat Kite, Director
Anjali Lathi, Director

STAFF: Paul Eldredge, General Manager
Armando Lopez, Treatment & Disposal Services Manager
Sami Ghossain, Technical Services Manager
Tim Grillo, Research and Support Team Coach

GUESTS: Mark Takemoto, Senior Project Manager at RMC Water and Environment

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP – HAYWARD MARSH OPTIONS STUDY

Staff presented the Hayward Regional Shoreline Hayward Marsh Rehabilitation Options Study, Development of Revised Rehabilitation Options, prepared in partnership with East Bay Regional Park District, RMC Water and Environment, Moffatt & Nichol, and WRA Environmental Consultants.

ADJOURNMENT:

The special meeting was adjourned at 7:43 p.m. to the next Regular Board Meeting in the Boardroom on Monday, June 22, 2015, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
SECRETARY TO THE BOARD

TOM HANDLEY
SECRETARY

APPROVED:

MANNY FERNANDEZ
PRESIDENT

Adopted this 13th day of July, 2015

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
June 22, 2015**

CALL TO ORDER

President Fernandez called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Manny Fernandez, President
Jennifer Toy, Vice President
Tom Handley, Secretary
Pat Kite, Director

ABSENT: Anjali Lathi, Director

STAFF: Paul Eldredge, General Manager
Dave O'Hara, District Counsel
Karen Murphy, Special District Counsel
Rich Cortés, Business Services Manager
Sami Ghossain, Technical Services Manager
Armando Lopez, Treatment & Disposal Services Manager
Robert Simonich, Fabrication, Maintenance, & Construction Manager
James Schofield, Collection Services Manager
Leah Castella, Attorney
Michael Dunning, Environmental Compliance Team Coach
Michelle Powell, Communications Coordinator
Maria Scott, Principal Financial Analyst
Paul Johnson, Storekeeper II
Regina McEvoy, Assistant to the GM/Board Secretary

GUESTS: Alice Johnson, League of Women Voters

APPROVAL OF THE MINUTES OF JUNE 8, 2015

It was moved by Director Kite, seconded by Vice President Toy, to Approve the Minutes of the Board of Director's Meeting held June 8, 2015. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Toy
NOES: None
ABSENT: Lathi
ABSTAIN: None

MONTHLY OPERATIONS REPORT FOR MAY 2015

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge reported the following:

- Odor Complaints: Two odor complaints were received during the month of May, both were from Fremont. The first complaint was received from an employee of the Bay Area Air Quality Management District (BAAQMD) who was driving near the Irvington Pump Station when they detected an odor. A District mechanic was dispatched to investigate the facility and surrounding area, and no odor was found. The information was relayed to the BAAQMD employee. The second complaint was received from a resident who reported an odor at her home on Old Canyon Road. District staff inspected the USD manholes and mains in the area, and no odor was detected. The homeowner was advised to fill her P-traps because they may be dry. The homeowner was instructed to contact her homeowners association if the odor returns as the lateral is connected to a private main.
- Safety:
 - We had one first aid incident where an employee had a small cut on his hand. The employee was sent to Urgent care to prevent any infection.
 - We also had a vehicle incident where a vactor truck hit the overhang above the fuel Island. An investigation was completed to review the causes.
 - There was an incident in the thickener building where a pipe plug blew out while under pressure. No one was in the building at the time, but employees found the mess from sludge spraying the area. This highlights the need for precautions while this old building undergoes replacement.
 - The employee that had the work related injury reported in February is still off work. He had surgery in early May and hopes to be back to work in mid-June.
 - We received the draft report from California Sanitation Risk Management Authority (CSRMA) for our Risk Control Survey. The final report will be presented to the Board upon receipt.
 - We completed the update of the Heat Illness policy which meets new OSHA requirements. Training will be planned as we get enter the warm weather season.
- Staffing and Personnel:
 - Completed Recruitments Resulting in Promotions:
 - FMC Mechanical Maintenance Coach (Scott Martin; effective 6/1/15)
 - Other Completed Recruitments:
 - HR Analyst (Leticia Najera)
 - Recruitments Opened:
 - Receptionist
 - FMC Planner/Scheduler (internal)
- Hours Worked and Leave Time by Work Group: All Work Groups continue to meet the goal for at-work hours per employee per week (more than 34 hours). The District continues to meet the goal for average annual sick leave used per employee (less than 47 hours/year).

Principal Financial Analyst Scott reported the following on behalf of Business Services:

- Revenues:
 - \$233,000 received in capacity fees in May
 - Most received from residential construction
 - \$72,000 received from Kidango
 - Received \$872,000 in State Revolving Fund (SRF) loan proceeds
- Expenses:
 - All Work Groups are under budget
 - Operating expenses by type are under budget

General Manager Eldredge reported the following:

- Technical Services:
 - Customer Service:
 - 17 trouble calls dispatched
 - 36 new lateral permits issued
 - The website redesign is undergoing adjustments prior to Board presentation.
 - Environmental Compliance
 - Completed 64 Stormwater (Urban Runoff) inspections
 - Completed 46 FOG (fats, oils, and grease for restaurants) inspections
 - Conducted seven outreach events
- Collection Services:
 - Completed over 23 miles of cleaning
 - Completed over 11 miles of televising sewer lines
 - Assisted City of San Jose with spill estimation
- Fabrication, Maintenance, and Construction:
 - Replaced centrifuge end bearing in Centrifuge #1 and determined cause of failure
 - Replaced Cogen #2 gas proportioning valve
 - Overhauled Centrifuge #3
- Treatment & Disposal:
 - Attended Bay Area Clean Water Agencies Air Permit meeting
 - Continued discussion with PG&E to determine best rate schedule for the Irvington Pump Station (IPS)
 - The Cogen engines produced 75% of the Plant's power for the month

WRITTEN COMMUNICATIONS

There were no written communications.

ORAL COMMUNICATIONS

There were no oral communications.

CONSIDER THE CLAIM OF PAUL E. WHITMAN, #5 KOOTENAI COURT, FOR COST OF LATERAL REPAIR

This item was reviewed by the Legal/Community Affairs Committee. District Counsel O'Hara stated Paul Whitman, owner of #5 Kootenai Court in Fremont, submitted a claim

for \$7,380 for repair of his sewer lateral. The claim was submitted April 20, 2015. The District has paid \$500 for the replacement of the broken wye connection. Due to clear photographic evidence showing the root intrusion originated from Mr. Whitman's lateral, staff recommended the Board deny the claim.

Director Kite requested a root intrusion article be included in a future District newsletter. Secretary Handley requested the District post information regarding root intrusion, with images, on the District website.

It was moved by Director Kite, seconded by Secretary Handley, to reject the Claim of Paul E. Whitman, #5 Kootenai Court, for Cost of Lateral Repair. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Toy
NOES: None
ABSENT: Lathi
ABSTAIN: None

PUBLIC HEARING TO ADOPT ORDINANCE NO. 34.07, AN ORDINANCE PROVIDING FOR THE GENERAL REGULATION OF PRIVATE AND PUBLIC SEWERS, PLAN REVIEW, ISSUANCE OF CONSTRUCTION PERMITS, INSPECTION OF SEWER INSTALLATION, AND THE COLLECTION OF FEES FOR THESE SERVICES, AND TO REPEAL ORDINANCE NO. 34.06

This item was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated staff did not receive any comments on the proposed ordinance prior to the meeting.

President Fernandez opened the public hearing. There were no speakers on the matter. President Fernandez closed the public hearing.

RESOLUTION NO. 2761 ADOPT ORDINANCE NO. 34.07, AN ORDINANCE PROVIDING FOR THE GENERAL REGULATION OF PRIVATE AND PUBLIC SEWERS, PLAN REVIEW, ISSUANCE OF CONSTRUCTION PERMITS, INSPECTION OF SEWER INSTALLATION, AND THE COLLECTION OF FEES FOR THESE SERVICES, AND REPEAL ORDINANCE NO. 34.06

This item was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated District Ordinance No. 34.06 provides for plan review, issuance of construction permits, inspection of sewer installation, and collection of fees for said services. The Ordinance also governs the handling of deposits and includes the fees for Collection System services. The proposed revisions to the Ordinance include an update of the material and service fees used to calculate fees for work performed by the District, an update to contractors' required insurance limits, and addition of a Sewer-in-Steel Casing line item. The proposed revisions also provide for the ability to disconnect a sewer service in case of emergency.

It was moved by Director Kite, seconded by Vice President Toy, to Adopt Resolution No. 2761, Adopting Ordinance No. 34.07, An Ordinance Providing for the General Regulation of Private and Public Sewers, Plan Review, Issuance of Construction Permits, Inspection of Sewer Installation, and the Collection of Fees for these Services, and Repeal Ordinance No. 34.06. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Toy
NOES: None
ABSENT: Lathi
ABSTAIN: None

SCHEDULE A PUBLIC HEARING FOR SEWER SERVICE CHARGES FOR FY16

This item was reviewed by the Budget & Finance Committee. Principal Financial Analyst Scott stated a public hearing is needed to adopt Sewer Service Charge Ordinance No. 31.38, establish sewer service charges for FY 2016, and set and collect sewer service charges for FY 2016 on the tax roll. Staff proposed the public hearing be conducted in the Boardroom and be set for 7:00 p.m., or as soon thereafter as the matter may be heard, on July 13, 2015. Following Board approval, staff will publish the notice of public hearing in the Argus newspaper on June 30 and July 7, 2015.

It was moved by Secretary Handley, seconded by President Fernandez, to Schedule a Public Hearing for Sewer Service Charges for FY16. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Toy
NOES: None
ABSENT: Lathi
ABSTAIN: None

AWARD THE CONSTRUCTION CONTRACT FOR THE MISCELLANEOUS SANITARY SEWER SPOT REPAIRS PROJECT - PHASE VI TO CRATUS, INC.

This item was reviewed by the Construction Committee. Technical Services Manager Ghossain stated the District's routine television inspection of the collection system identifies pipelines with maintenance problems and structural defects. A number of sewers located throughout the District have been identified as having structural defects in need of open-cut repair. Due to difficult conditions, staff determined the repair work should be completed by a contractor and the project was advertised for bids. Staff recommend the Board award the construction contract for the Miscellaneous Sanitary Sewer Spot Repairs Project – Phase VI to Cratus, Inc. in the amount of \$324,000.

It was moved by, Director Kite, seconded by Vice President Toy, to Award the Construction Contract for the Miscellaneous Sanitary Sewer Spot Repairs Project - Phase VI to Cratus, Inc. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Toy
NOES: None
ABSENT: Lathi
ABSTAIN: None

RESOLUTION NO. 2762, ADOPT A PRELIMINARY BUDGET FOR FY16

This item was reviewed by the Budget & Finance Committee. Principal Financial Analyst Scott stated the preliminary FY 2016 budget was presented at the Board meeting held June 8, 2015. Staff will present the final FY 2015 budget to the Board on or before

August 24, 2015, and stated the proposed resolution would continue the FY 2015 budget until August 24, 2015.

It was moved by Secretary Handley, seconded by President Fernandez, to Adopt Resolution No. 2762, Adopting a Preliminary Budget for FY 16. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Toy
NOES: None
ABSENT: Lathi
ABSTAIN: None

AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENT FOR THE CLEAN WATER PROGRAM ACTIVITIES AND ENFORCEMENT PROCEDURES WITH THE CITY OF FREMONT

This item was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated the Federal Clean Water Act requires storm water discharges from municipal storm drain systems be regulated under the National Pollutant Discharge Elimination System (NPDES). The San Francisco Bay Regional Water Quality Control Board's (RWQCB) Water Quality Control Plan requires all cities in Alameda County have the same NPDES permit coverage, which led to the creation of the Alameda Countywide Clean Water Program (ACCWP) Joint Powers Agreement (JPA). It is the responsibility of each municipality to conduct the activities identified in the ACCWP's Storm-Water Management Plan, and the City of Fremont requested the District include the necessary tasks in the existing Pretreatment and Pollution Prevention inspection program. The contract amount for FY 16 reflects an increase of approximately 3% over the prior year's amount, and the amount for each subsequent year reflects a 3% increase. No additional staff will be required to meet the needs of this contract. The City of Fremont authorized the City Manager to execute the subject agreement at the City Council meeting held June 9, 2015.

It was moved by Vice President Toy, seconded by Secretary Handley, to Authorize the General Manager to Execute the Agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Toy
NOES: None
ABSENT: Lathi
ABSTAIN: None

INFORMATION ITEMS:

Check Register

All questions were answered to the Board's satisfaction.

Discuss, Consider, and Provide Direction Regarding Options for Boardmember Internal Committee Assignments

General Manager Eldredge stated Board Policy No. 3070.2 requires Directors annually provide their interest in serving on internal committees to the Board President. The internal committees are as follows: Budget & Finance, Construction, Legal/Community

Affairs, Legislative, Personnel, and Audit. In the past, preferences have been stated verbally or in writing at the first meeting in July. The following options were presented:

- Continue past practice and have Boardmembers provide their written requests for internal committee assignments at the first meeting in July
- Boardmembers provide written requests for internal committee assignments in June
- Boardmembers verbally express preferences in open session at the first meeting in July

The Board directed staff to proceed with the second option. Staff will collect internal committee assignment preferences from each Boardmember, and forward to the Board President who will appoint representatives and alternates. Internal committee assignments will be presented in the July 27, 2015, Board meeting packet. Additionally, Board Policy 3070.2 will be modified accordingly to reflect this change when said policy is brought back before the Board for consideration.

Debriefing of the Open House Held May 9, 2015

A desk item was prepared for this item and submitted for Board review. The desk item was added to the June 22, 2015, Board meeting packet.

General Manager Eldredge stated Union Sanitary District hosted its first Open House on Saturday, May 9, 2015. Planning for the event began approximately two months in advance, and staff developed a variety of educational and interactive activities designed to engage visitors. The Open House was well attended, with over 1,100 guests counted throughout the event. During the event, 265 people who were unable to take a tour during the Open House indicated they would be interested in participating in a Plant tour at a later date. Staff will be meeting to discuss how best to accommodate tour requests, and interested parties will be contacted. A list of observations and lessons learned has been generated, and will be memorialized as a resource for similar events in the future. The total cost of the event was stated along with amounts spent for certain categories such as supplies, advertising, and labor. In consideration of the time and effort necessary to plan for such an event, staff recommended the District wait until the 2018 centennial celebration to hold another Open House.

Alice Johnson, representing the League of Women Voters, stated she attended the Open House and complimented staff on their efforts.

COMMITTEE MEETING REPORTS:

The Budget & Finance, Construction Committee, and Legal/Community Affairs Committees met.

GENERAL MANAGER'S REPORT:

General Manager Eldredge reported the following:

- The 60th Annual California Association of Sanitation Agencies (CASA) Conference will be held in San Diego, August 19-21, 2015.
- The annual financial audit has begun, and will continue for approximately two weeks.
- Treatment & Disposal Services Night Coach finalist interviews will be conducted June 23, 2015.

- Finalist interviews for the Receptionist and Human Resource Manager positions were held recently, and a final decision will be made soon.
- The General Manager attended the Alameda County Water District (ACWD) Board meeting on June 11, 2015. The ACWD Board approved the ACWD/USD Recycled Water Feasibility Study Cost Sharing Agreement item by a 4-1 vote.
- The District Legal Counsel orientation and transition is ongoing, and the official transition date will be announced within the next few weeks.

OTHER BUSINESS:

Director Kite stated she and her Red Hat Society group participated in a Plant tour on June 18, 2015. Director Kite complimented Environmental Outreach Representative Dattawalker and Lab Director Moy on their presentations to the group.

ADJOURNMENT:

The meeting was adjourned at 8:08 p.m. to the next Regular Board Meeting in the Boardroom on Monday, July 13, 2015, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
SECRETARY TO THE BOARD

TOM HANDLEY
SECRETARY

APPROVED:

MANNY FERNANDEZ
PRESIDENT

Adopted this 13th day of July, 2015



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge, P.E.
*General Manager/
District Engineer*

David M. O'Hara
Attorney

**PLEASE NOTE: AN UPDATED VERSION OF THIS REPORT BEGINS
ON PAGE 194**

DATE: July 6, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Rich Cortes, Business Services Manager
Maria Scott, Principal Financial Analyst

SUBJECT: Agenda Item No. 9 - Meeting of July 13, 2015
**PUBLIC HEARING: 1) CONFIRMING SEWER SERVICE CHARGE
ORDINANCE NO. 31.38, 2) ADOPTING SEWER SERVICE CHARGES FOR
FISCAL YEAR 2016, AND 3) SETTING AND COLLECTING SEWER SERVICE
CHARGES FOR FISCAL YEAR 2016 ON THE TAX ROLL.**

Recommendation

1. Staff report and Board questions of staff
2. Open the public hearing - receive any oral or written communications from the public regarding the proposed ordinance.
3. Close the public hearing and consider action on the following two agenda items

Background

The Notice of Public Hearing to set the Sewer Service Charges for Fiscal Year 2016 has been published in the Argus newspaper on June 30 and July 7, 2015. Staff will be prepared to present the subsequent Board agenda items on the Sewer Service Charge rate at the public hearing and answer questions from the Board and audience.

On April 18, 2013, a notice complying with Proposition 218 was sent to all property owners notifying them of a proposed 5.7% per year rate increase for the next three years. FY 2016 will be the third year of the three year period.

**PLEASE NOTE: AN UPDATED VERSION OF THIS REPORT BEGINS ON
PAGE 194**

Notification Process

In addition to the 218 public hearing held in 2013 that set the rates for Fiscal Years 2014, 2015, and 2016; Health and Safety Code Section 5471 and 5473 requires that an annual public hearing be conducted, and a legal notice be placed in a newspaper. This annual process is required because the District places its sewer service charges on the tax roll. This step would not be necessary if USD billed on a semi regular basis as other agencies do. Placing the sewer service charges on the tax roll helps USD keep its rates low. If the District did not place sewer service charges on the tax roll, additional staff positions would be required and the assistance of an outside service would be necessary to complete the billing process. The costs of these additional positions and services would exceed the amount the County charges USD to place its sewer service charges on the tax roll.

In order to place the sewer service charges on property taxes the County of Alameda requires all information be provided to them no later than August 10th each year. Once rates have been approved by the USD Board of Directors, staff must format the list of parcels and corresponding rates to meet the County's requirements. This process usually requires three to four weeks to complete and verify.

Public Notices Received

As of the publication of this staff report, the District received seven emails regarding the proposed rate increase or alleging a lack of transparency. A copy of said emails are attached for reference.

Several of the aforementioned emails referenced similar financial statistics pertaining to sewer service charges, employee compensation, and operating expenses. Some of this information was inaccurate and confusing. The most common statements made were:

- *In the last 10 years (2006 – 2015) USD has raised the sewer service charge by 74%.*
 - The total percentage of rate increase over this period of time adds up to 56.9%.
- *During the same time period, employee compensation increased 65%.*
 - During this period of time, employee's salaries increased by 45.5% while employee total compensation (salary, health benefits, pension etc.) increased by 54.6%.
- *Nearly 2/3 of USD's operating expenses are spent on employee compensation.*
 - Approximately 41% of the District's total budget accounts for salary and benefits for employees.

5.7% increase compared to CPI

The Consumer Price Index (CPI), typically referred to as inflation, for the San Francisco Bay Area has averaged approximately 3% annually. The proposed rate increase does exceed inflation as it takes operational and capital increases into consideration, which are not the types of expenses included in CPI computations. Capital expenses, or the cost of projects required to maintain the integrity of the District's infrastructure, are based upon a prioritized need and life cycle of the infrastructure. If the District were to limit rate increases to accommodate inflation only there would be a short-fall in the funds necessary to safely and responsibly operate the District and rehabilitate infrastructure. The difference in revenues between 5.7% and 3% over the next four years would equate to approximately 14.5 million dollars in lost revenue.

Without this revenue, District staff would have to be significantly reduced and/or capital projects would be postponed or not completed. All of the projects proposed in the District's Capital Improvement Program (CIP) are necessary, thus delaying projects increases the opportunity for failure, increased project costs, and possibly larger rate increases in the future. Approximately 15 projects in the current CIP budget would need to be deferred to later date if revenues were decreased. An

**PLEASE NOTE: AN UPDATED VERSION OF THIS REPORT BEGINS
ON PAGE 194**

example of some of the projects that would be impacted include: Aeration Tank Roof and Blower Replacement, Generator Control and Motor Control Center Replacement, Control Box No. 1 and Headworks Improvements, Primary Clarifiers Rehabilitation, and Secondary Clarifiers Rehabilitation. Deferring and deleting planned CIP projects increases the risk of failure. When infrastructure fails, repair and replacement costs increase due to being in an emergency situation. These increased costs are attributed to not going through the normal competitive bid process, costs for clean-up, legal costs due to claims for damage settlements, traffic delay costs, negative environmental impact leading to permit violations, and fines. It is generally accepted that for these reasons the costs for emergency or failure repairs are much greater than planned repair and replacement costs. The deferment of projects does not secure a reduced rate for the foreseeable future. These projects will need to be completed at some point, either once the asset fails, increasing costs as previously mentioned, or as a planned CIP.

If rates were reduced to 3%, and currently utilizing the CIP budget being recommended by staff, the Structural Renewal & Replacement Fund balances would be negative. Under this scenario negative fund balances would begin in FY 2018 and would extend for 5 consecutive years with the largest negative balance of \$16.2 million occurring in FY 2020. This would not only violate the District's adopted Reserve Fund Policy, but also significantly weaken its financial stability.

Paul Eldredge

From: Steve Dosanjh [REDACTED]
Sent: Wednesday, June 24, 2015 12:25 PM
To: Board of Directors
Subject: Rate increase

Hi, Union Sanitary
I live in Fremont CA and would to know if this information below is correct?

On June 22, the Union Sanitary District (USD) Board of Directors proposed raising the sewer service charge by 5.7% to \$377.37 for a single family residence.

The Board scheduled a public hearing for July 13, giving the public three weeks notice. Actually, they didn't really give the public much notice as you won't find one mention of the proposed rate increase on their website.

FYI, USD provides wastewater services to Fremont, Union City, and Newark, and is governed by a publicly elected Board of Directors. The sewer service charge is collected on your property tax bill.

Here are the last TWELVE years of rate increases:

2004 - 5.0%
2005 - 4.0%
2006 - 5.0%
2007 - 6.0%
2008 - 6.5%
2009 - 6.5%
2010 - 6.5%
2011 - 5.0%
2012 - 5.0%
2013 - 5.0%
2014 - 5.7%
2015 - 5.7%
2016 - 5.7% (proposed)

Each year's rate increase has surpassed inflation.

In the last 10 years, USD raised the sewer service charge by 74%. During this same period, employee compensation increased 65%. Given that nearly 2/3 of USD's operating expenses are spent on employee compensation, there is a very strong correlation between employee compensation increases and sewer rate increases.

Can you comment on these numbers?

Paul Eldredge

From: jay cheng [REDACTED]
Sent: Wednesday, June 24, 2015 4:46 PM
To: Board of Directors
Cc: Jay Cheng
Subject: about would be rate increase in Union Sanitary District

To whom it many concern,

I am shock when friend email me that USD is planning to increase rate again. Especially, IF most increased money is used for salary and compensation. Also, If the information is right; 2/3 operating expenses are spending for employee's compensation, should for a company, which is NOT RIGHT and management team is losing control.

From current jobs posting on USD web site, it makes me to thinking would USD employee overpaid (include compensation)? Maybe you will says here is "Silicon Valley", however, here are many more overqualified people don't have this kind's salary + compensation.

I have information added at end of this email and hope I am wrong.

Sincerely yours,

Jay

To whom it many concern,

I am shock when friend email me that USD is planning to increase rate again. Especially, IF most increased money is used for salary and compensation. Also, If the information is right; 2/3 operating expenses are spending on employee's compensation, should for a company, which is NOT RIGHT and management team is losing control.

From current jobs posting on USD web site, it makes me to thinking would USD employee overpaid (include compensation)? Maybe you will says this is "Silicon Valley", however, there are many more overqualified people don't have this kind's salary + compensation.

I have information add at end of this email and hope I am wrong.

Sincerely yours,

Jay

On June 22, the Union Sanitary District (USD) Board of Directors proposed raising the sewer service charge by 5.7% to \$377.37 for a single family residence.

The Board scheduled a public hearing for July 13, giving the public three weeks notice. Actually, they didn't really give the public much notice as you won't find one mention of the proposed rate increase on their website.

FYI, USD provides wastewater services to Fremont, Union City, and Newark, and is governed by a publicly elected Board of Directors. The sewer service charge is collected on your property tax bill.

Here are the last TWELVE years of rate increases:

2004 - 5.0%
2005 - 4.0%
2006 - 5.0%
2007 - 6.0%
2008 - 6.5%
2009 - 6.5%
2010 - 6.5%
2011 - 5.0%
2012 - 5.0%
2013 - 5.0%
2014 - 5.7%
2015 - 5.7%
2016 - 5.7% (proposed)

Each year's rate increase has surpassed inflation.

In the last 10 years, USD raised the sewer service charge by 74%. During this same period, employee compensation increased 65%. Given that nearly 2/3 of USD's operating expenses are spent on employee compensation, there is a very strong correlation between employee compensation increases and sewer rate increases.

Employee compensation is always a sensitive subject but if you support the level of employee pay and its continued increases, then you must support rate increases that continually surpass inflation and significantly harm the poor.

About 47% of their employees earned over \$150,000 in total compensation last year while nearly all earned over \$100,000. During the recession years between 2008-2013, employees received a cumulative 20% raise. The Alameda County Grand Jury noted that this was "among the highest of all cities and agencies in Alameda County." Since then, employees received 3.5% raises in 2014 and 2015 and will get another 3.5% raise in 2016.

Paul Eldredge

From: Robert Beatty [REDACTED]
Sent: Thursday, June 25, 2015 12:20 PM
To: Board of Directors
Subject: Propose Rate increase

It has come to my attention that a request for rate increase is being considered. I am totally against any rate increase. In the last 10 years, USD raised the sewer service charge by 74%. During this same period, employee compensation increased 65%. Given that nearly 2/3 of USD's operating expenses are spent on employee compensation which are the highest in the industry.

This increase should be denied...I have to live within my budget year after year and USD should be require to do the same. Stop taking away from the poor.

Bob Beatty

Sent from my iPad

Paul Eldredge

From: Eric Tsai [REDACTED]
Sent: Friday, June 26, 2015 9:05 AM
To: Board of Directors
Cc: tricityvoice@aol.com
Subject: Lack of transparency is shameful
Attachments: USD Public Notice.pdf

On June 22, the Board voted to propose a rate increase and schedule a public hearing in three weeks, which is not a lot of time. The complete lack of transparency regarding the proposed 5.7% rate increase is shameful.

It seems year after year, the District and the Board is completely satisfied with passing rate increases that continually surpass inflation with as little public attention and input as possible.

I read last year's minutes and it showed not one person attended the public hearing and the District received only one email about the rate increase. Our governments cannot properly function without an informed public and the District does a great job of providing as minimal information as possible to the public about rate increases.

Are you aware there is no mention of the proposed rate increase or the public hearing on the District's website besides a small mention buried in the 168 page June 22 Board packet? If you think the reason is because it hasn't even been a week since the Board proposed the rate increase, you should know that the District has not historically posted this information on its website.

On a side note, why does the District not issue press releases? What government agency in this age does not issue press releases about important news so that local media can share the information?

How is the public suppose to be aware of the proposed rate increase? I see that the District is doing the bare minimum and posting a notice in The Argus. Have any of you read the notice?

I have attached the notice for your review because it is hard to believe any of you would approve of this notice as a way of informing the people you represent of a significant rate increase.

The notice does not mention "rate increase" or the amount of the proposed sewer charge. It implies the new charges will appear in Ordinance No. 31.38; yet this is not attached in the notice for public review nor can it be found on the District website. What is the point of providing this extremely vague notice to the public besides meeting legal requirements?

I spoke to Rich Currie on the phone a year ago about the District's completely useless notice and he told me he would make changes to include more specific information about the rate increase. I have no idea if he informed the Board about this but it is a disappointment on his record that nothing changed.

When ACWD proposed a water rate increase, they scheduled their public hearing more than 45 days out, which is more than twice the amount of time USD is giving notice to the public. ACWD issued a press release describing the proposed rate increase and public hearing. ACWD held a public workshop during that 45 day period to state why they want a rate increase. ACWD posted many presentations analyzing the rate increase on their website. ACWD held meetings with our school districts and chambers of commerce to inform them of the rate increase.

Will USD follow the lead of ACWD or will the District continue the status quo of passing rate increases without selling the rate increase to the public and proactively seeking input from the public it serves?

I understand the District holds biweekly Board meetings and committee meetings. If you think this is enough outreach, please tell me on average how many people attend each meeting, how many written comments you receive each meeting, and if the District is satisfied with the level of public participation at these meetings? If the District is not satisfied, what is the District doing to further provide information to the public?

I am aware that Rich Currie or another senior manager wrote some of your emails in the past. I hope that will not be the case this time and I look forward to each of your responses.

-Eric Tsai

Paul Eldredge

From: anita natividad [REDACTED]
Sent: Friday, June 26, 2015 12:16 PM
To: Board of Directors
Subject: USD proposes 5.7% sewer rate increase; 13th straight year of rate increase

Hello,

I would like to disagree with the proposal for the rate increase as for the proposal:

Here are the last TWELVE years of rate increases:

2004 - 5.0%
2005 - 4.0%
2006 - 5.0%
2007 - 6.0%
2008 - 6.5%
2009 - 6.5%
2010 - 6.5%
2011 - 5.0%
2012 - 5.0%
2013 - 5.0%
2014 - 5.7%
2015 - 5.7%
2016 - 5.7% (proposed)

Each year's rate increase has surpassed inflation.

In the last 10 years, USD raised the sewer service charge by 74%. During this same period, employee compensation increased 65%. Given that nearly 2/3 of USD's operating expenses are spent on employee compensation, there is a very strong correlation between employee compensation increases and sewer rate increases.

Thanks,

Anita Sakhrani
Fremont Resident

Paul Eldredge

From: Ken Lonchar [REDACTED]
Sent: Sunday, June 28, 2015 5:17 PM
To: Board of Directors
Cc: kenlonchar@aol.com
Subject: Proposed Rate Increase

This email is to communicate my opposition to the Union Sanitary District (USD) Board of Directors proposed raising the sewer service charge again this year. The 5.7% increase to \$377.37 for a single family residence is out of line given that in the last 10 years, USD raised the sewer service charge by 74%. During this same period, employee compensation increased 65%. Given that nearly 2/3 of USD's operating expenses are spent on employee compensation, there is a very strong correlation between employee compensation increases and sewer rate increases. Employee compensation is always a sensitive subject and you are asking people to support the employee pay scale and its continued increases, as well as support rate increases that continually surpass inflation and significantly harm the poor. It should be noted that 47% of the USD employees earned over \$150,000 in total compensation last year while nearly all earned over \$100,000. During the recession years between 2008-2013, employees received a cumulative 20% raise. The Alameda County Grand Jury noted that this was "among the highest of all cities and agencies in Alameda County." Since then, employees received 3.5% raises in 2014 and 2015 and will get another 3.5% raise in 2016. As a government agency representing the public's interests. I am reaching out to you to express my opinion on the proposed rate increase.

The USD is looking a lot like ACWD. ACWD management and the Board are seen by the community as incompetent. This sentiment can be seen in the KPIX 5 (recently run story) on this them, which you can watch using the link below: <http://sanfrancisco.cbslocal.com/2015/04/29/financial-analyst-claims-alameda-co-water-district-rate-hikes-arent-adding-up-drought/>

Please accepted my opposition communication and express it at the public hearing on July 13, 2015.

Regards,
Ken Lonchar
[REDACTED]
Fremont Resident since 1991

Paul Eldredge

From: Dhaval Mehta [REDACTED]
Sent: Tuesday, July 07, 2015 3:13 PM
To: Board of Directors
Subject: USD proposes 5.7% sewer rate increase

Hi,

I hear that the Union Sanitary District (USD) has proposed to raise our sewer rates by 5.7% and set a public hearing for July 13, 7 pm at their headquarters (5072 Benson Road in Union City). This will mark straight 13th year with increase and all these years have been 5% to 6.5%. This is way higher than normal inflation and continues to increase the cost for home owners.

I am unable to attend the hearing in person but would like to register my protest against this steep raise.

Thanks, Dhaval



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge, P.E.
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: July 6, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Rich Cortes, Business Services Manager
Maria Scott, Principal Financial Analyst

SUBJECT: Agenda Item No.10 - Meeting of July 13, 2015
**RESOLUTION NO. _____, CONSIDERING PROTESTS AND
ESTABLISHING SEWER SERVICE CHARGE RATES FOR FISCAL
YEAR 2016**

Recommendation

A majority of the property owners have not protested the rate increase in accordance with Proposition 218 requirements. The attached Resolution should be considered for adoption by the Board of Directors after the public hearing to consider sewer service charges is closed. Any and all protests are hereby overruled.

Attachment

RESOLUTION NO. _____

**RESOLUTION CONSIDERING PROTESTS TO AND ESTABLISHING REPORT ON
SEWER SERVICE CHARGE RATES FOR UNION SANITARY DISTRICT FOR THE
FISCAL YEAR 2016**

RESOLVED, by the Board of Directors of the UNION SANITARY DISTRICT,
Alameda County, California, that:

WHEREAS, this Board intends to adopt sewer service charges as described in
Ordinance 31.38; and

WHEREAS, this Board intends to adopt Ordinance No. 31.38 establishing sewer
charge rates and to elect to have sewer service charges collected on the tax roll for the
Fiscal Year 2016, and directed the preparation of a written report containing the rates;
and

WHEREAS, said written report and Ordinance were duly prepared and filed with
the Secretary of the UNION SANITARY DISTRICT; and

WHEREAS, this Board appointed the time and place of hearing protests to said
report and directed notice; and

WHEREAS, notice was given of the time therein stated in the manner provided by
law as it appears by the Affidavit of Publication on file in the office of the Secretary of said
District; and

WHEREAS, said matter came on regularly for hearing at the time fixed; and

WHEREAS, all written protests and other written communications were
summarized at said meeting and all persons desiring to be heard were fully heard;

NOW, THEREFORE, IT IS ORDERED AS FOLLOWS:

1. That objections to and protests against said report were not made by the owners
of a majority of the separate parcels of property within the Service District against
which sewer service charge rates for the services and facilities provided by the
District were fixed.
2. That all objections to and protests against said report have been heard by this
Board and that said objections and protests be, and each of them are, hereby
overruled.
3. That said report be, and it is, hereby adopted in full without revision, change,
reduction, modification, and that sewer service charges based upon these rates

and the 2016 rates shall be collected on the tax roll of the County of Alameda in the manner provided by law.

4. That the sewer service charges for the fiscal year 2016 be increased as described in Ordinance 31.38.
5. That the Secretary of this District be, and is, hereby directed to file with the County Auditor of Alameda County forthwith, a copy of said Ordinance fixing the rates, upon which shall be endorsed over his/her signature a statement that the Ordinance has been finally adopted by the Board of Directors of the UNION SANITARY DISTRICT.
6. The County Auditor of Alameda County shall, upon receipt of a copy of said Ordinance and a report showing the amounts of the charges based upon currently adopted rates, enter the amounts of the charges against the respective lots or parcels as they appear on the current assessment roll for the Fiscal Year 2016.

I hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of the UNION SANITARY DISTRICT, Alameda County, California, at a meeting thereof held on the 13th day of July 2015.

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Board of Directors
Union Sanitary District

ATTEST:

Secretary, Board of Directors
Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: July 6, 2015

MEMO TO: Board of Directors

FROM: Paul R. Eldredge, General Manager/District Engineer
Rich Cortes, Business Services Manager
Maria Scott, Principle Financial Analyst

SUBJECT: Agenda Item No. 11 – Meeting of July 13, 2015
ADOPT ORDINANCE NO.31.38, AMENDING ORDINANCE NO. 31.37, SETTING THE SEWER SERVICE CHARGES SPECIFIED THEREIN FOR FISCAL YEAR 2016

Recommendation:

It is recommended that the Board of Directors adopt Ordinance No. 31.38, amending Ordinance No. 31.37, setting the Sewer Service Charges specified therein for Fiscal Year 2016.

Strategic Purpose:

The California Constitution requires utility rates not to exceed the proportional cost of service. Due to rising costs, rates charged during FY 2016 will increase over earlier rates. To maintain rates equal to the proportional cost of service, District staff recommends amending the rate ordinance to reflect the following rates for FY 2016, which are based on the costs to serve each customer class. The classes are defined as the District has in past years and reflect industry practice and staff's professional judgment that customers in each class have comparable service costs.

Discussion:

The Union Sanitary District provides sanitation services to nearly 335,000 residents in Fremont, Newark, and Union City. In April 2013, in compliance with the California Constitution and other state laws, the District sent notices to all property owners of proposed annual rate increases through FY 2016. Those rates were imposed by

Ordinance No. 31.36, adopted in 2014, and by Ordinance No. 31.37, adopted in 2015 with the final year of the three-year phased increase to be adopted by the ordinance presented here.

This report memorializes the methodology used to calculate the District's FY 2016 rates, which are designed to recover each class's proportionate share of the revenue required to provide safe, adequate, and lawful wastewater service. The ratemaking model includes the following steps:

Determining Revenue Requirements

- First, District staff compiles use and cost data and, based on a three-year average of plant influent and audited financial records of the District. The revenue requirement calculation reflects reasonable assumptions based on staff's professional judgment and experience with our services and our industry. For example, staff assumed a 0.4% residential growth rate for FY 2016.
- Staff also concluded that infiltration and inflow ("I & I") should be recovered as a customer cost. This is because the District has no control over the pipes that run from residential and non-residential structures to the District's main pipelines. These "customer lateral pipes" allow more I & I into the wastewater system than do the District's own facilities. What is more, the District has no other means to recover this cost and these costs are necessary and lawful service costs.
- Staff estimated expenditures for capital improvement projects ("CIP") based on a ten-year plan prepared by District engineers. Each CIP project, and the fund paying for it, is listed as a contribution to the revenue requirement. While staff has used a ten-year average in the past, in consultation with a financial consultant, staff concluded in recent years that two five-year averages of capital expenditures provide a better projection of those costs.
- When allocating the cost of CIP projects, staff assumed not all projects will be completed when planned and that some will be delayed. Based on historical performance, staff assumed 90% of the CIP budget for FY 2016 projects will actually be incurred in that year.
- Staff relied on its professional judgment in projecting a 4% increase in operations and maintenance expenses. This amount is based on a memorandum of understanding with labor unions that includes 3.5% yearly increases for salary, cost of living adjustments, and benefits. Operations and maintenance also increase due to escalating costs for inputs such as chemicals and power.
- Expenditures for "operations and maintenance" are calculated as part of the same workgroup for convenience.

- The revenue requirement includes a line item for “special project expenses,” which vary from year to year. These are one-time projects and studies. Including such expenses in a working group’s annual operating budget would make those budgets volatile and conceal underlying changes in personnel and other costs which management wishes to track. Therefore, staff segregates these items into a special projects budget. The amounts allocated to the budget depend upon which studies need to be initiated or updated in a given year, or whether there are expenses for public information, such as elections and rate-making notices.
- Necessary and appropriate reserves must also be calculated. In 2005, the District hired Bartle Wells Associates, a recognized rate-making and financial management consultant, to prepare a financial plan and develop reserve fund policy and targets. The Board accepted this report in 2006 and the report has since become the basis of the District’s reserve policy and targets. Staff included as revenue requirements “projected provisions and other transfers” to comply with the Board’s policy calling for emergency reserves.
- The District does not have a separate rate stabilization fund. Rather it relies on reserves for this purpose and annually budgets to either add to or draw upon reserves, and these calculations are therefore included in the revenue requirement as well.

Functionalizing and Allocating Costs

The next steps of ratemaking are functionalizing costs and allocating them to customer classes.

- Staff allocates revenue requirements to four parameters: Customer, Flow, Chemical Oxygen Demand (“COD”), and Suspended Solids (“SS”). These allocations are based on industry practice and staff’s professional judgment, and many are self-explanatory. For instance, staff allocated the expense associated with the customer service team on a 100% basis to the parameter of Customer. The other three factors reflect the volume and strength of wastewater, the three industry-standard parameters used to measure the cost to treat and dispose of it.
- Staff also uses long-term projections of debt service and CIP loans to demonstrate how rate increases will affect debts. Staff uses inputs, outputs, and reasonable assumptions to calculate the end-balance for each reserve in ten years. The balances are then compared with policy targets to see if revenue requirements must be changed to ensure District capacity to meet its debt service obligations and capital needs.
- Finally, staff develops rates to achieve the revenue requirement that are proportional to the cost of service for each customer class.

Conclusion:

The proposed rates for FY 2016 reflect the proportional cost of service for the properties of each customer class. Therefore, the Board of Directors should amend its ordinance to adopt the proposed rates.

**UNION SANITARY DISTRICT
ORDINANCE NO. 31.38**

AN ORDINANCE ESTABLISHING SEWER SERVICE CHARGES FOR FISCAL YEAR 2016 FOR SERVICES AND FACILITIES FURNISHED BY DISTRICT'S WASTEWATER SYSTEM, COLLECTION PROCEDURES, PENALTIES FOR DELINQUENCY, RESTRICTION ON USE OF FUNDS DERIVED, AND ELECTION TO HAVE SEWER SERVICE CHARGES COLLECTED ON THE ALAMEDA COUNTY PROPERTY TAX ROLL

The Board of Directors of the UNION SANITARY DISTRICT does ordain as follows:

**ARTICLE I
GENERAL**

SECTION 1. PURPOSE

- (a) The purpose of the sewer service charge is to raise revenue for the cost of maintenance and operation of the UNION SANITARY DISTRICT wastewater facilities used for the collection, treatment and disposal of wastewater, industrial wastewater, industrial waste, and payment of principal and interest on bonds and capital recovery costs in accordance with Federal and State Revenue Program guidelines. The funds derived from the sewer service charge shall be used for only those purposes provided for in Division 5, Part 3, Chapter 6, Article 4 (commencing with Section 5470) of the Health and Safety Code of the State of California.
- (b) The purpose of this ordinance is to establish a method of allocating the cost of operation of the District's collection, transport, and treatment facilities among the users of sewer service in proportion to the cost to serve each. For commercial and industrial dischargers, an estimation of the relevant wastewater flow constituents and loadings are utilized which are known to be historically valid.
- (c) Quantity of wastewater flow is an important factor in the cost of collection, transport and treatment of industrial and commercial wastewater discharge. Therefore, the quantity of discharge is calculated from flow for the prior year. These flows may vary widely over time and from customer to customer. The District bills industrial and commercial users the following year for what is in essence the previous year's discharge. For this reason there can be no adjustments to sewer service charges based only upon a change in water usage for a particular user. This change in usage will be reflected in the ensuing year's bill.

ARTICLE II **DEFINITIONS**

SECTION 1. DWELLING UNITS

The following residential establishments shall be deemed to have the following number of dwelling units:

- (a) Single family residential dwelling, designed for occupancy by one family: one dwelling unit.
- (b) Duplex, triplex, fourplex, townhouse or condominium, apartment house, mobile home park or other multi-residential establishment, designed for occupancy for living purposes by more than one family, which is divided into separate housekeeping units, each of which is designed for occupancy by one family only: each housekeeping unit shall be deemed to be one dwelling unit.

SECTION 2. COMMERCIAL OR INSTITUTIONAL USE

Any parcel or portion thereof discharging domestic wastewater and shall include the following:

- (a) Parcels used for commercial or business purposes.
- (b) Hotel, auto court, motel and similar transient living facilities.
- (c) Schools, churches, hospitals, convalescent homes, parks, public office and service buildings, public transportation facilities, or other types of public facilities or publicly owned facilities available for public use.

SECTION 3. INDUSTRIAL

Any parcel or portion thereof used for manufacturing, processing or other operations which discharges non-domestic wastewater by reason of manufacturing, processing or other operations involved.

SECTION 4. DOMESTIC WASTEWATER

Wastewater of a quality essentially similar to that of a single family dwelling.

SECTION 5. OWNER

Any person, individual, firm, company, partnership, association, and private or public and municipal corporations, the United States of America, the State of California, districts and all political subdivisions, governmental agencies which owns real property from which wastewater flows to the District's wastewater collection system as reflected

on the Alameda County Assessor's Roll or, for tax-exempt agencies, in such other records upon which the District may reasonably rely.

SECTION 6. FAST FOOD RESTAURANTS

Restaurants that serve all food on disposable plates, cups and utensils.

SECTION 7. FULL SERVICE RESTAURANTS

Restaurants with sit down service that utilize washable plates, cups or utensils.

ARTICLE III **SEWER SERVICE CHARGE**

SECTION 1. CLASSIFICATION

The owner of each parcel of property as it appears on the Assessor's records of Alameda County lying within the UNION SANITARY DISTRICT and upon which there are wastewater facilities shall pay a sewer service charge in accordance with the purpose for which said parcel is used, as hereinafter set forth in Section 2. In the event that the use of any parcel results in the discharge of wastewater in more than one classification, there shall be an annual charge for each classification of use of said parcel and the annual sewer service charges for such parcel shall be the aggregate of all such annual charges.

SECTION 2. RATES

Each individual parcel of land connected to the District sewer system is subject to a minimum charge equal to one dwelling unit as listed in (a) below, with the exception of those multiple dwelling units which are specified in subsection (b).

- (a) Residential dwelling units as defined in Section 1(a) of Article II: FY 2016 \$377.00 per dwelling unit per year.
- (b) Residential dwelling units as defined in Section 1(b) of Article II: FY 2016 \$326.00 per dwelling unit per year.

Sewer service charges that exceed the minimum rate specified above in subsection (a) shall be calculated as follows:

- (c) Restaurants shall pay either the rate for Fast Food Restaurants or Full Service Restaurants as defined in Sections 6 and 7 of Article II. Unit rates for the volume of wastewater discharged are as follows:

Fast Food Restaurants: \$7.55 per 1,000 gallons in FY 2016.

Full Service Restaurants: \$9.65 per 1,000 gallons in FY 2016.

- (d) Commercial or institutional use as defined in Section 2 of Article II, or wastewater discharged from industrial uses that are not sampled by the District, shall be determined by classifying the wastewater flowing from that parcel into one of three strength classifications: strong, moderate or weak. Unit rates for the volume of wastewater discharged and examples of the types of uses which fall into the strong, moderate and weak categories are as follows:

Weak — \$3.73 per 1,000 gallons discharged per year in FY 2016.

Examples of establishments assigned to the weak user classification group include, but are not limited to the following: gardens/nurseries, libraries, retail stores, schools, churches, spas and health clubs, professional offices, and soft water processing. The weak strength category is based on an average wastewater strength for the group of 144 milligrams per liter of suspended solids, and 331 milligrams per liter of chemical oxygen demand.

Moderate — \$4.26 per 1,000 gallons discharged per year in FY 2016.

Examples of establishments assigned to the moderate user classification group include, but are not limited to the following: car washes, service stations, bars, dining and reception halls, hotels and motels without dining facilities, hospitals, convalescent homes, mixed multi-tenant retail (unless a more specific rate applies), cold storage facilities, theaters, medical offices, and miscellaneous commercial and industrial. The moderate strength category is based on an average wastewater strength for the group of 199 milligrams per liter of suspended solids, and 536 milligrams per liter of chemical oxygen demand.

Strong — \$7.90 per 1,000 gallons discharged per year in FY 2016.

Examples of establishments assigned to the strong user classification group include, but are not limited to the following: auto steam cleaners, bakeries, restaurants, markets with a bakery or deli, mortuaries, bowling alleys with dining facilities. The strong strength category is based on an average wastewater strength for the group of 489 milligrams per liter of suspended solids, and 1,839 milligrams per liter of chemical oxygen demand.

- (e) Industrial use as defined in Section 3 of Article II and uses that have wastewater sampled by the District shall be based on the total volume, chemical oxygen demand and suspended solids discharged to the District's sewer system. The charges for these three components shall be calculated and added to arrive at the total sewer service charge. The unit rates for each of the three components are provided below:

Volume — \$2.37 per 1,000 gallons per year in FY 2016.

Chemical Oxygen Demand — \$240.51 per 1,000 pounds per year in FY 2016.

Suspended Solids — \$440.95 per 1,000 pounds per year in FY 2016.

SECTION 3. ADJUSTMENTS

The Owner of any parcel subject to the scheduled charges set forth in Section 2 above may appeal to the Union Sanitary District staff if the charges imposed do not fairly reflect the quantity of discharge to the sanitary sewer for any period. Any appeal should be made within ninety (90) days of receiving the tax bill reflecting the charges imposed, which reflect actual water usage in the prior year. In most instances, the Union Sanitary District staff, Customer Service Coach and/or General Manager, will make any adjustment which is in order. Any such appeal can only relate to the quantity of water actually discharged to the sewer system and cannot relate to strength of discharge or category of discharger. The Union Sanitary District staff will have forty-five (45) days to act on any request for adjustment or the request will be deemed denied. After a decision on the adjustment request, the owner will have fifteen (15) days to appeal to the Board of Directors, in writing. The Board of Directors shall act on such appeal at a noticed hearing within sixty (60) days. The determination of an appeal by the Board of Directors of Union Sanitary District shall constitute a final determination of the District regarding any requested adjustment and shall be subject to judicial review pursuant to California Code of Civil Procedure section 1094.5.

SECTION 4. OPTIONAL SERVICES

- (a) Segregation of Charges for Multi-tenant Parcels — Sewer service charges for parcels of land with multiple occupancies shall be determined by assigning the parcel into one of three strength categories, strong, moderate, or weak as defined by this ordinance. This determination shall be made by the District based on the quantity of flow from each strength category. The strength category which includes a majority of flow shall be the strength category assigned to the entire parcel.
- (b) As an optional service, an Owner may request in writing that the District segregate the annual sewer service charges by considering the flow from each water meter on a property as a separate calculation. The flow from each water meter would be assigned into one of three strength categories (strong, moderate, or weak) or into one of the restaurant categories and calculated separately. The charge for each water meter shall be totaled and the entire amount billed to the parcel with the property tax bill. When the charges are segregated, a written breakdown of the District's strength assignments and calculations will be provided to the Owner by October first of each year. To request the start or stop of this optional service, an Owner or his, her or its authorized representative shall give written notice by June first for the upcoming fiscal year starting July first. Upon receipt of written request for this optional service, the District will continue to segregate the charges each year until it is given a written notice to discontinue the service.

- (c) In order to qualify for and receive this optional service, an Owner must provide documentation acceptable to the District (such as a site plan or plumbing plan) showing which water meters serve which tenants. Insufficient documentation, as determined by the District, will be grounds to deny this optional service to an Owner.
- (d) Owners who request this optional service shall pay an annual service charge, which shall be added to the total sewer service charges and collected with the property tax bill. Annual service charges shall be as follows:

\$50.00 Per year per water meter, for the first year the service is started or re-started;

\$25.00 Per year per water meter, for the second and succeeding years the service is provided.

ARTICLE IV **BILLING AND COLLECTING**

SECTION 1. MAILING

Except as provided elsewhere in this ordinance, the District shall ascertain the amount of each sewer service charge applicable to each parcel in the District, and shall mail to the Owner thereof a bill for the first installment on or before November 1 of each year, and a bill for the second installment on or before the following February 1 of each year. Each bill so mailed shall contain a statement that a delinquency in payment for sixty (60) days shall constitute a lien against the parcel against which the charge is imposed, and that when recorded shall have the force, effect and priority of a judgment lien for three years unless sooner released or otherwise discharged. Failure of the District to mail any such bill or failure of an Owner to receive any such bill shall not excuse an Owner of any parcel from the obligation to pay any sewer service charge for any parcel he, she or it owns.

SECTION 2. DUE DATES OF CHARGES

All sewer service charges shall become due and payable in the following installments. One-half thereof on November 1 of each year and one-half thereof on the following February 1 of each year.

SECTION 3. DELINQUENCY DATES

The first installment due on November 1 of each year is delinquent if not paid by 5:00 P.M. on December 10 of each year. The second installment due February 1 of each year is delinquent if not paid by 5:00 P.M. on the following April 10 of each year.

- (a) Government and Other Non-Taxable Parcels. For all government or public parcels or for any parcel which is not subject to property taxation or otherwise not on

the tax roll, the sewer service charge shall become due and payable on January 1 of each year and is delinquent if not paid by 5:00 P.M. on February 15 of each year.

SECTION 4. PENALTIES FOR NON-PAYMENT, LIEN

Except as otherwise provided in this Ordinance for collection of sewer service charges or by law for the collection of charges on the property tax roll, whenever a delinquency shall occur for non-payment, a penalty shall be paid in accordance with the requirements of the Alameda County Tax Collector. After delinquency for sixty (60) days, such unpaid charge and penalty shall constitute a lien upon the parcel of land against which the charge was levied.

SECTION 5. COLLECTION OF CHARGES ON TAX ROLL

- (a) Pursuant to the provisions of Division 5, Part 3, Chapter 6, Article 4, of the Health and Safety Code of the State of California, and subject to the exceptions hereinafter set forth, the District hereby elects as an alternative procedure for the collection of sewer service charges prescribed or imposed by the provisions of this ordinance to have all such sewer service charges for each fiscal year commencing with fiscal year 1974–75, collected on the tax roll in the same manner, by the same persons, and at the same time as, and together with and not separately, from general taxes.
- (b) The amount of the charges shall constitute a lien against the lot or parcel of land against which the charge has been imposed as of the date prescribed by law as the lien date for general property taxes. The Tax Collector of the County of Alameda shall include the amount of the charges on bills for taxes levied against the respective lots and parcels of land.
- (c) Thereafter the amount of the charges shall be collected at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the District and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties.
- (d) All laws applicable to the levy, collection and enforcement of general taxes of the District, including, but not limited to, those pertaining to the matters of delinquency, correction, cancellation, refund and redemption, are applicable to such charges. The Tax Collector of Alameda County may, in his or her discretion, issue separate bills for such charges and separate receipts for collection on account of such charges. The County of Alameda shall be compensated for services rendered in connection with the levy, collection and enforcement of such charges in an amount to be fixed by agreement between the Board of Supervisors of Alameda County and the Board of Directors of the UNION SANITARY DISTRICT.

- (e) The sewer service charges for any and all governmental or public parcels or for any parcel which is not subject to taxation or otherwise omitted from the tax roll shall be collected in accordance with other provisions of this ordinance.

SECTION 6. TIMING OF SEWER SERVICE CHARGE CALCULATIONS

- (a) The sewer service charge to be billed for the current fiscal year is calculated based on water use and pollutant strength records for the period March to February in the preceding fiscal year.
- (b) An Owner of property served by Union Sanitary District is responsible for the payment of sewer service charges regardless of whether or not that Owner actually conducts any business or utilizes any services for wastewater disposal on the premises. The charges made herein are for the fiscal year beginning July 1 and ending the following June 30.
- (c) In the event a property receives a new connection from the Alameda County Water District after March of a given year, there will be no sewer service charge imposed until the following year, and the sewer service charge imposed will be calculated on the basis of water usage for the previous fiscal year.

SECTION 7. RESPONSIBILITY TO PAY

In the event of a sale or transfer of real property, the Owner of record when the annual sewer service charge bill is payable (one-half each on November 1 and February 1 of each year) is responsible for payment of charges. It is understood that the current Owner will be assessed sewer service charges based on flows as calculated in Section 2 of Article III and Section 6 of Article IV. It shall be the responsibility of the prior and new Owners to account for the payment of upcoming sewer service charges in their real property transfer agreements. Notwithstanding such accounting, the Owner of record at the time the annual sewer service charge is payable is responsible for payment.

ARTICLE V **ENFORCEMENT**

SECTION 1. FAILURE TO PAY

In the event of the failure of any Owner to pay when due any sewer service charges, applicable to a parcel he, she or it owns, the District may enforce payment of such delinquent charges in any of the following manners:

- (a) The District may have such parcel disconnected from the sanitary sewer system. In the event such disconnection should create a public hazard or nuisance, the District manager or the manager's representatives may enter upon the parcel for the purpose of doing such things as may be reasonably necessary to alleviate or remove such hazard or menace.

The Owner of such parcel shall have a duty to reimburse the District for all expenses incurred by District in disconnecting any such parcel, or in doing other things authorized by this Section; and no reconnection shall be made until all charges due the District are paid.

- (b) During the period of non-connection or disconnection, habitation of such parcel by human beings may constitute a public nuisance, whereupon the Board of Directors may cause proceedings to be brought for the abatement of the occupancy of said parcel by the human beings. In such event, and as a condition of connection or reconnection, there shall be paid to the District reasonable attorney's fees and costs of suit arising in said action.
- (c) The District may institute action in any court of competent jurisdiction to collect any charges, penalties and interest which may be due and payable in the same manner as any other debts owing to the District may be collected, in which event the District shall seek judgment for the costs of suit and reasonable attorney's fees.
- (d) Any and all delinquent payments may be placed on the tax roll, and collected with property taxes, as provided in this ordinance.
- (e) Such other action may be taken as may be authorized by law and the District Board.

SECTION 2. AUTHORITY

All powers authorized by this Article for the enforcement and collection of said sewer service charges, penalties and interest are cumulative and may be pursued alternatively or collectively as the District determines.

ARTICLE VI MISCELLANEOUS

SECTION 1. VACANCY

No credit, adjustment or refund will be made to any Owner because the structure or any portion thereof on a parcel is vacant or the wastewater facilities are not being utilized.

SECTION 2. SEVERABILITY

If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid, unconstitutional, or unenforceable; such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Directors of the UNION SANITARY DISTRICT hereby declares that it would have passed the provisions of this

ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared invalid, unconstitutional or unenforceable.

SECTION 3. PUBLICATION AND MINUTE ENTRY

This ordinance shall take effect and be in force July 29, 2015, and at least one week prior to said date a summary of the changes shall be published in The Argus, a newspaper of general circulation published in the UNION SANITARY DISTRICT service area. This ordinance shall be entered in the minutes of the District.

Passed and adopted by the Board of Directors of UNION SANITARY DISTRICT on this ____ day of July 2015, by the following vote:

AYES: ----
NOES: ----
ABSENT: ----
ABSTAIN: ----

President, Board of Directors
UNION SANITARY DISTRICT

ATTEST:

Secretary, Board of Directors
UNION SANITARY DISTRICT



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge, P.E.
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: July 1, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Rich Cortes, Business Services Manager
Maria Scott, Principal Financial Analyst

SUBJECT: Agenda Item No. 12 - Meeting of July 13, 2015
Adopting Final Operating and Capacity Fund Budgets for Fiscal Year 2016

Recommendation

Adopt final Operating and Capacity Fund Budgets for FY 2016.

Background

Attached for your review are the final Operating and Capacity Fund budgets for FY 2016. These budgets reflect the Board's input and information presented at the Budget workshop on April 20th, and the June 8th Board meeting. The Budget reflects:

- 1) Increasing the sewer service charge by an average of 5.7%.
- 2) Capacity fee of \$5.596.66 per EDU; currently under review.
- 3) Increasing the Net Operating Budget 2.9%.

This document includes one change since the June 8th Board meeting:

- Addition of \$88,000 for Internal Revenue Code section 415(b) Replacement Benefit Plan estimate.

Attached are schedules supporting the budget, including brief comments.

Attachments

Union Sanitary District Union City, California

Operating & CIP Budgets FY 2016



Table of Contents

Budget Message 1

Summary & Comments..... 5

Net Operating Budget by Work Group..... **10**

Special Projects..... **11**

Retiree Medical Fund..... **12**

R&R - Vehicle & Equipment..... **13**

R&R - Information Systems..... **13**

R&R - Plant & Pump Stations..... **14**

Emergency Fund..... **14**

R&R - Structural **15**

Pretreatment Fund..... **15**

Capacity Fund..... **16**

Annual Items over \$100K..... **17**

Cash Flow & Fund Balances..... **18**

Ten-Year Capital Improvement Plan..... **19**

Ten-Year Cash Flow Projection..... **24**



July 13, 2015

To: USD Board of Directors

From: Paul R. Eldredge
General Manager

Subject: Fiscal Year 2016 Budget

Union Sanitary District staff is pleased to present to the Board of Directors, the annual budget for Fiscal Year 2016, covering the period from July 1, 2015 to June 30, 2016. The budget continues to focus on operation and maintenance of the District's infrastructure assets, capital project construction, planning, and effective use of technology.

Outstanding Performance and Cost Effective Service for the District's Customers

In keeping with the District's Mission, USD continues to provide a high level of award-winning service to the District's customers at a very reasonable cost. USD has maintained the District's rates well below the target level of the lower 33rd percentile. In fact, the District's existing Sewer Service Charge rate of \$357 per year for a single family residence is in the lower 15th percentile of the 27 agencies we survey annually. On a monthly basis, at just under \$29.75, we are by far the least expensive household utility.

We continue the District's record of outstanding stewardship and service. We have been recently informed that USD has won the Platinum Award from the National Association of Clean Water Agencies for Peak Performance, operating for 6 consecutive years without exceeding any of the limits or conditions of the District's permit. This is a tribute to the outstanding work by the District Operations and Maintenance teams. We continue to average less than one spill per hundred miles of pipeline per year, amongst the best in the State. The District Collections Services and Environmental Compliance groups have successfully implemented measures to control roots and grease to help minimize spills and back-ups. We are responding to over 97.5% of all customer call outs within one hour, up from 96% the previous year. The District quality performance is also reflected in awards we have received for the District procurement program and financial reporting.

Financial State of the District

The recovery of the local economy in the time following the end of the recession has been slow, but is showing modest signs of improvement. In the last year, USD has seen an increase in the number of permit applications, indicating new growth. The positive indicators in the economy are encouraging, however, the District must remain vigilant in its efforts to contain expenses. Similar to other agencies, the District faces significant cost increase pressures due to health care and pensions as well as utilities and capital expenditures.

The District's revenues have continued to increase, allowing for an ongoing annual contribution to the District's Capital Improvement Program (CIP). The District's aggressive program has resulted in a slight reduction of reserves over the years with an expected contribution in FY 16. The District's infrastructure is in good condition with reduced risk of failure. We have also been able to make contributions to the District emergency reserve for mitigation of the inevitable impacts of seismic activity in the Bay Area or other natural disasters.

The District's strong planning and asset management efforts ensure that we have a good understanding of the condition of the District assets and that we schedule projects in a timely manner to evaluate, and if necessary, rehabilitate or replace aging infrastructure. The District's Capital Improvement Program includes approximately \$190 million in projects over the next 10 years to ensure continued reliable operation of the District pipelines, pump stations and treatment plant. In addition, USD is continuing to implement elements of the District Information Technology Master Plan, including Data Management Systems for construction project management and Plant operation's information. We are also evaluating the expanded use of remote data access. These improvements will allow us to continue to improve the efficiency of the District's business.

Revenues

Although the District continues to see recovery in the local economy, the extended drought is having an impact on the District's revenues from non-residential customers. We are also seeing a modest increase in building permit applications and new development construction. With approximately 50% of the District's revenue based on residential customers, USD's income remains relatively stable despite volatility in non-residential revenues.

Expenditures

Total expenditures for the coming fiscal year are projected to increase by 3.0%. This reflects savings due to deferment of several CIP projects, reductions in operating expenses, and savings associated with both solar and cogeneration projects. Chemical cost increases have been relatively stable due to the District's participation in the Bay Area Chemical Consortium.

No significant changes are being proposed during this fiscal year to the number of District employees. Vacancies, mostly attributable to retirements, are being carefully evaluated prior to being backfilled. The District is experiencing a significant amount of turnover due to these retirements, which is not unique to the District. Many other agencies are experiencing the same

phenomenon. Balancing the District's ability to attract and retain a qualified workforce against the bottom line will continue to be a challenge.

The Capital Improvement Program will be decreasing slightly from last year. In the 10 year plan, new projects have been added for wet weather flow management, pipeline rehabilitation, and replacement, and lift station improvements. The Information System R&R will be continuing to fund new projects from the IT Master Plan, including a major upgrade to the SCADA System, a GIS upgrade, and replacement of the telephone communications system.

The Special Projects Fund (formerly Non-ECB) expenditures will decrease slightly from the previous FY, \$1.7 million in FY15 versus \$1.5 million in FY16. Studies planned for this year include the plant solids system master plan, evaluation of CS preventative maintenance master plan, Alvarado Basin master plan update, and a Water Recycling Feasibility study. Other expenditures include the Old Alameda Creek permit renewal, Hayward Marsh permit renewal, and expanded outreach programs (USD newsletter and FOG brochure).

Capital Program and Project Financing

Capital project spending will continue to focus on the Wastewater Treatment Plant as well as pipeline rehabilitation. As many of the District buildings and treatment processes approach 35 years of operation, we will be replacing and upgrading them to ensure long term and efficient operation of the plant. FY15 saw the completion of the Cogeneration project, Newark Backyard Project Phases I and II, and Digester #5 rehabilitation to name a few. New projects for FY16 include, but are not limited to the continued work on the Thickener building project, the new FMC building, Alvarado – Niles sewer line rehab, and the Newark Backyard Rehab Phase III.

USD continues to take advantage of the availability of low interest loans through the State and Federally funded State Revolving Fund (SRF) program.

Challenges for FY16

The most significant issues facing the District in the coming fiscal year will likely be management transition, workload management, and wet weather flow management. Key staff will be retiring, or transitioning to retirement during this fiscal year. Transferring critical knowledge, providing appropriate training, and maintaining the District focus on the Mission of the District will be key elements to a smooth transition. Workload management will bring many challenges associated with implementing an ambitious Capital Improvement Program. Many new staff members, as well as managers, will be coming up to speed this year while the District workload remains constant. Wet weather flow issues remain a critical component and identifying options and developing contingency plans for handling future peak flows.

Balanced Budget, Reserves and Rates

USD has been operating with a balanced budget and anticipates continuing to do so. In some years, USD takes money from reserves for capital projects, and in some years funds are added to the District reserves. For FY16 we anticipate adding close to \$4.3 million to reserves. The District reserves continue to be stable, although as the District operating budget increases, more of the

District reserves are dedicated to ensuring operating cash flow for the 8 month period in which we receive very limited Sewer Service Charge revenues. The District's projected fund balances indicate renewal and replacement fund reserves will remain positive with the implementation of the proposed rate increases for FY16 and beyond.

Conclusion

USD continues to perform as one of the most outstanding wastewater agencies in the State of California. The District's high level of service and reasonable rates reflect a highly efficient and customer oriented staff that has created a positive culture and earned USD an excellent reputation in the wastewater industry. District employees are the hallmark of the District's organization and are responsible for our success in being a highly responsive, non-bureaucratic public agency that can boast award winning service, well maintained infrastructure, and a safe and productive work environment.

SUMMARY & COMMENTS FISCAL YEAR 2016 BUDGET

This summary and comments section addresses the proposed budget and rates for Fiscal Year 2016.

10-YEAR FINANCIAL PLAN

Rates: Increase by 5.7% the existing Sewer Service Charge for Single Family Dwelling (SFD) to \$377. Increase to \$326.00 the Multi-family Dwelling (MFD) rate. Sewer Service Charge ordinance rates will increase by 5.7% on average in 2016. A Proposition 218 notice to reflect an increase for FY14-FY16 of 5.7% each year was mailed to property owners in April 2013. Increases are projected for the following several years, but will be reviewed and analyzed annually.

PERS retirement investment losses from 2008-2009 have adversely impacted employer rates. Rates are expected to increase in the next five years, due to assumption changes and prior year losses. Projected rates for FY 2016 and FY 2017 are 18.56% and 20.3%, respectively. The employee paid portion of the employer rate will increase as well, slightly offsetting the employer rate.

Capacity fees are currently under review. The current rate is \$5,595.66 per EDU. The fees will be brought back for the Board's consideration later this summer.

Financing: The District will fund capital projects by a combination of pay-as-you-go and debt financing (State Revolving Fund Loans).

Budget Summary for FY 2016

	FY 2015 (Projected)	FY 2016 (Budget)	% Change
Total District Revenues & Proceeds			
Sewer Service Charge	\$48,385,649	\$48,430,260	0.1
Capacity Fees	4,200,000	4,372,000	4.1
Interest	335,000	345,000	2.9
Other Fees	1,562,004	1,373,000	-12.1
SGIP Rebates	1,690,000	200,000	-88.2
SRF Loan Proceeds	4,099,480	5,500,000	34.1
Total Revenues & Proceeds	\$60,272,133	\$60,220,260	-0.1
Total District Expenses			
Operating	\$31,951,111	\$33,827,303	5.8
Capital Projects	15,327,000	15,076,000	-1.6
Debt Servicing	3,127,110	3,127,110	0.0
Special Projects	1,149,267	1,522,970	32.5
Sub-Funds	2,613,002	2,239,405	-14.3
County Processing Fee	105,559	106,000	0.4
Total Expenses	\$54,273,049	\$55,898,788	3.0

SEWER SERVICE FUND**FY 2016 Revenues & Proceeds: \$54,243,260**

Revenue and Transfers:

- The principal revenue for the Operating Fund is from the annual sewer service charges, estimated to be \$48.4 million in FY 2016. Revenues are expected to decline in FY 2016 between \$1,223,991 and \$3,000,740 due to lower water usage for non-residential customers. Non-residential customers' rates are calculated annually using flow and sewage strength per the rate study. This analysis is ongoing and should be finalized by mid-July. For the purposes of this draft budget, the amount of \$3,000,740 is being conservatively utilized as a worst-case scenario.
- Interest and other income (\$1.7 million) includes \$215,000 in interest, \$1,080,000 in Operating revenue from the City of Fremont Urban Runoff program, East Bay Dischargers Authority (EBDA) revenue, inspection/plan check fees; \$76,000 from Livermore Amador Valley Water Management Agency (LAVWMA), \$174,000 from PG&E in carport and Irvington solar panel rebates (until 2017), and \$43,000 from the sale of surplus equipment. The District is expected to receive \$100,000 in SGIP rebates from the Cogeneration project.
- The District is anticipating total receipts of \$4,125,000 in SRF loan proceeds for the Thickenner project for the sewer service charge fund in FY 2016.

SEWER SERVICE FUND**FY 2016 Expense: \$50,453,067**

Each component of the Sewer Service Fund expense is described below:

- Operating Budget: FY 2016 Expense: \$33,827,303

The Operating Fund contains expenditures required for the day-to-day operation of the District, including maintenance, regulatory activities, engineering, and administration. The net Operating budget will increase 2.67% in FY 2016. Since the May, 2015 Budget Workshop, the Operating expense budget has been reduced by \$353,938.
- Special Projects FY 2016 Expense: \$1,522,970

This fund includes non-routine expenses such as one-time studies, hiring of consultants, and new programs where the long-term financial impact, if any, is not known. Major FY 2016 expenses by categories include: Administrative and Regulatory projects, \$564,538; Hayward Marsh projects, \$74,500; Studies and other projects, \$883,932. Since the May, 2015 Budget Workshop, the Special Projects Budget has been reduced by \$250,000. A detailed listing of Special Projects is included in this document.
- Retiree Medical Benefits FY 2016 Expense: \$561,205

The District began to transfer Retiree Assets to the CalPERS trust (CERBT) in FY 2009. For FY 2016, the annual required contribution (ARC) based on the recently completed 7/1/13 actuarial study will be \$561,205. A new study (biennial) is required by CalPERS for FY 2016.

- Renewal & Replacement - Vehicle and Equipment FY 2016 Expense: \$379,500

Vehicles and equipment that are scheduled to be replaced due to age or obsolescence are purchased through this fund. The provision is based on a 10-year replacement schedule and expense projection. Major expenses include two dump bed pickup trucks, a service response truck, three electric carts, 1 forklift, and other equipment. The provision is \$620,000 for FY 2016.

- Renewal & Replacement - Information System FY 2016 Expense: \$1,036,700

This fund replaces major information systems hardware and software. The provision is \$800,000 for FY 2016. Major projects include SCADA upgrade, Operations Data Management System, Collection System GIS Upgrade, and Records Management, and Mobile Projects, and Share Point Upgrade. IT/PBX and Security Replacements will be approximately, \$469,700, as described in the IT Master Plan of 2011.

- Renewal & Replacement – Plant & Pump Station FY 2016 Expense: \$250,000

This fund is for the purchase of Plant equipment that is scheduled to be replaced due to age or obsolescence, as well as unplanned replacement costs. The provision for FY 2016 is \$203,000 and expenses include overhauling degritters, a gravity belt press, purchasing a spare mixing pump, rehabilitating a forklift, two paint shop compressors, and two positive displacement pumps.

- Emergency Fund FY 2016 Expense: \$0

The District established the Emergency Fund in FY 2008. The purpose of this fund is to mitigate the financial impact of an emergency or catastrophic event. The provision for FY 2016 will be \$750,000.

- Structural Renewal and Replacement FY 2016 Expense: \$12,757,389

The proposed Capital Improvement Program projects of \$10,553,000 for FY 2016 are included in this fund. In addition, the fund will pay SRF loan payments of \$681,000 for the Irvington Equalization Storage Facility project, \$108,000 for the Willow/Central Ave. project, \$343,000 for Newark Pump Station, \$140,000 for the Lower Hetch Hetchy project, \$127,000 for the Cedar Blvd project, \$157,000 for the Substation 1 project, \$444,000 for the Primary Clarifier project, and \$206,000 for the Boyce Road project. The provision will be approximately \$17,000,000. A detailed CIP schedule is included with this document.

- Pretreatment Fund FY 2016 Expense: \$12,000

Expenses are for supplies, equipment and training that support the Pretreatment Program and Ordinance No. 36. There is no sewer service charge provision for this fund.

- Miscellaneous Expense FY 2016 Expense: \$106,000

The District pays Alameda County an annual fee for administration and sewer service charge collection through the tax rolls, based on the number of parcels.

SEWER SERVICE FUND RESERVES

- Approximately \$3,790,193 will be transferred to reserves for funding of the FY 2016 Operating Fund, Renewal and Replacement funds, Capital Improvement Program, and related debt servicing.

CAPACITY FUND

FY 2016 Revenues & Proceeds: \$5,977,000

- Revenues for FY 2016 include capacity fees of \$4,372,000, and interest income of \$130,000. The Capacity fund will be financed by a Capacity Fee of \$5,595.66 per equivalent dwelling unit.
- The Capacity fund is scheduled to receive SRF loan proceeds for the Thickener project in the amount of \$1,375,500.
- The Capacity fund is expected to receive \$100,000 in SGIP rebates for the Cogeneration project.

CAPACITY FUND

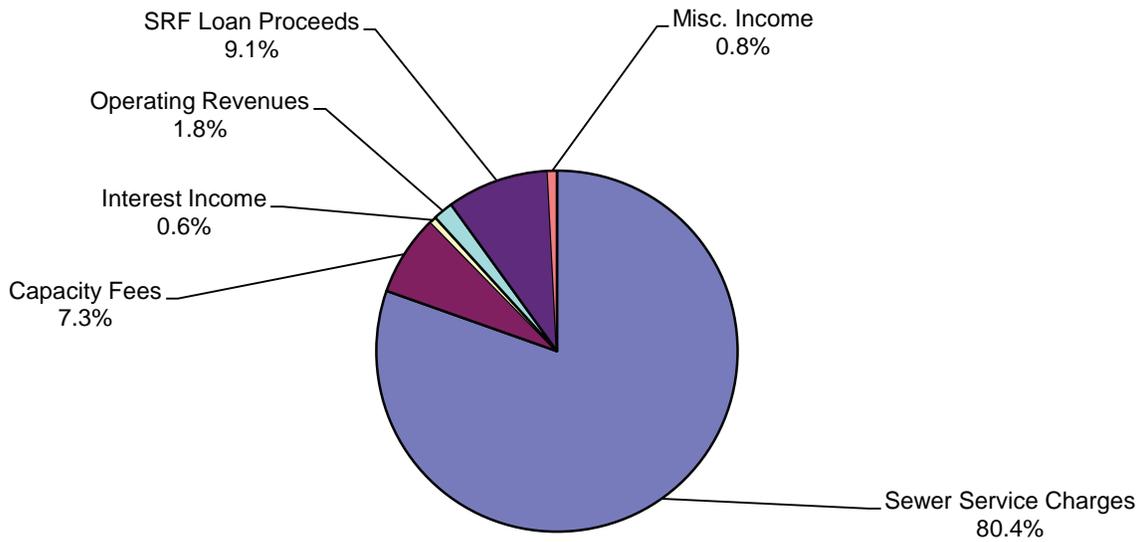
FY 2016 Expense: \$5,445,721

- The expenditures for FY 2016 include \$4,523,000 for the Capacity-related portion of the Capital Improvement Program.
- The Capacity fund will pay debt servicing of \$227,000 for the Capacity portion of the Irvington Equalization Storage Facilities project SRF loan and \$343,000 for the Capacity portion of the Newark Pump Station SRF loan, \$147,000 for Primary Clarifier, and \$206,000 for Boyce Road, for a total of \$923,000.

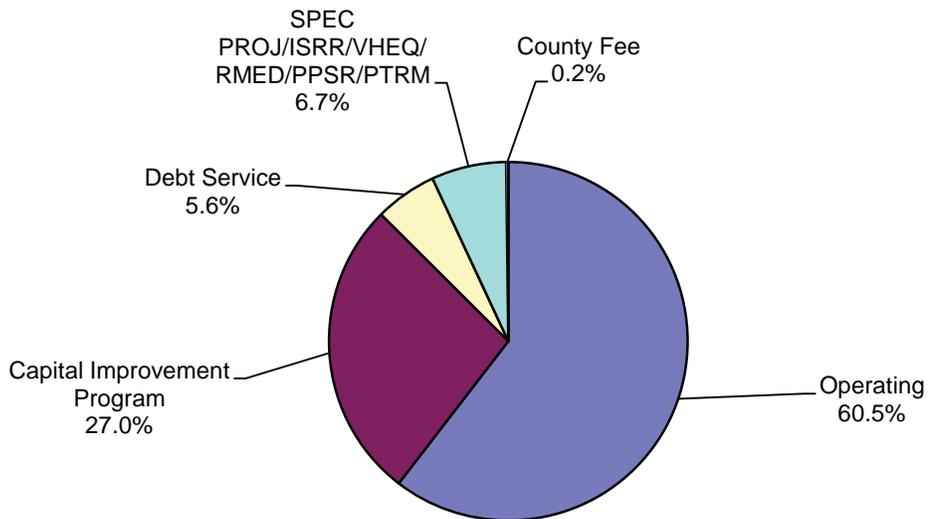
CAPACITY FUND RESERVES

- Approximately \$531,279 will be added to Capacity Fund reserves in FY 2016.

**FY '16 Total Revenues & Proceeds
\$60,220,260**



**FY '16 Total Expenditures
\$55,898,788**



**Amount to Reserves
\$4,321,472**

NET OPERATING BUDGET			
Work Group	FY '15 Budget	FY '15 Projected	FY '16 Proposed
District Board	\$170,900	\$170,900	\$176,481
General Manager/Administration	1,048,000	1,030,795	953,139
Business Services	4,664,105	4,651,977	5,199,612
Collection Services	5,906,998	5,841,517	6,011,202
Technical Services	4,641,307	4,178,125	4,548,323
Treatment & Disposal Services	9,798,640	9,600,393	9,997,304
Fabrication, Maintenance & Construction	5,580,794	5,357,255	5,861,242
Total OPERATING	\$31,810,744	\$30,830,962	\$32,747,303
Percent of FY '15 Budget		96.9%	

Percent change from FY '15 Budget

2.94%

SPECIAL PROJECTS FUND FY '15 - FY '16

	<u>DESCRIPTION</u>	<u>BUDGET FY '15</u>	<u>PROJECTION FY '15</u>	<u>ESTIMATED CARRYOVER</u>	<u>New \$</u>	<u>PROPOSED BUDGET FY '16</u>
	<i>Administrative & Regulatory</i>					
	GIS JPA	38,000	30,400	7,600	14,400	22,000
	New Public Outreach Programs	25,000	40,000	(15,000)	70,000	70,000
	Professional Recruitment Services	65,000	50,000	15,000	10,000	25,000
	Public Information Program (includes USD Newsletter)	44,000	44,000	0	165,000	165,000
	Election Costs	0	0	0	282,538	282,538
	<i>Sub-Total Admin & Regulatory</i>	<i>172,000</i>	<i>164,400</i>	<i>7,600</i>	<i>541,938</i>	<i>564,538</i>
	<i>Studies & Other</i>					
	Admin & Field Services Building Leak Investigation	48,000	42,000	6,000	0	0
	Alvarado Basin Master Plan/PACP Update	0	0	0	50,000	50,000
	Alvarado Sub-Surface Investigation (was Plant Groundwater Well)	15,722	8,200	7,522	2,500	10,000
	Anitamox Sidestream Treatment Pilot	15,000	18,574	(3,574)	0	0
	Corrosion Control & Pretreatment Chemical Study	100,000	0	100,000	0	0
	Effluent Flow Management Study	46,719	0	46,719	0	0
	Evaluation of CS Preventive Maintenance Program	50,000	10,000	40,000	40,000	80,000
	Financial Master Plan	0	0	0	50,000	50,000
	Fremont Mid-Town Capacity Assessment	6,862	1,664	5,198	0	0
	Hazardous Materials Program	50,000	49,700	300	0	0
	Irvington Basin Master Plan Update	200,000	200,000	0	0	0
	Lateral Pilot Program - Condition Assessment	95,650	3,000	65,932	0	65,932
	Local Limits and Wastewater Treatability (Ammonia)	5,000	5,000	0	0	0
	NPDES Permit Renewal - Old Alameda Creek	75,000	39,000	36,000	2,000	38,000
	NPDES Permit Support Services	0	0	0	10,000	10,000
	Odor Control System Evaluation	100,000	100,000	0	0	0
	Plant Master Plan Update	0	0	0	50,000	50,000
	Plant Paving Condition Assessment	0	0	0	50,000	50,000
	Plant Solids System/Capacity Master plan	0	0	0	200,000	200,000
	Plant-wide Lighting Study	50,000	50,000	0	0	0
	Pump Station Master Plan	150,000	150,000	0	25,000	25,000
	Regional Biosolids Facility	0	0	0	15,000	15,000
	Seismic Evaluation	50,000	50,000	0	0	0
	Sewer Service Charge Cost of Service Study	26,615	52,653	(26,038)	10,000	10,000
	Standard Specs Update	0	0	0	50,000	50,000
	Vehicle Storage Bird Netting and Light Replacement	67,500	57,687	9,813	0	0
	Water Recycling & Conservation Program (Funded by CPTY)	220,000	7,000	213,000	0	180,000
	<i>Sub-Total Studies & Other</i>	<i>1,372,068</i>	<i>844,478</i>	<i>500,872</i>	<i>554,500</i>	<i>883,932</i>
	<i>Hayward Marsh</i>					
	NPDES Permit Annual Fee	2,100	2,000	100	1,900	2,000
	NPDES Permit Support Services	5,000	0	5,000	32,500	37,500
	Permit Amendment to Delay Mixing Study	13,100	0	13,100	0	0
	Regional Monitoring Plan (RMP) Annual Fee	16,210	17,389	(1,179)	18,000	18,000
	Rehabilitation Study	128,000	121,000	7,000	10,000	17,000
	<i>Sub-Total Hayward Marsh</i>	<i>164,410</i>	<i>140,389</i>	<i>24,021</i>	<i>62,400</i>	<i>74,500</i>
	Total Special Projects Fund	1,708,478	1,149,267	532,493	1,158,838	1,522,970

67.3%

89.1%

Fiscal Years Ending June 30,	Estimated	Projected				
	2015	2016	2017	2018	2019	2020
SPECIAL PROJECTS - Fund 30						
Beginning Balance	\$134,820	\$384,348	\$0	\$0	\$0	\$0
Revenue						
Provisions from SSC	1,398,795	1,138,622	600,000	600,000	600,000	600,000
Expenditures						
Studies and Projects	1,149,267	1,522,970	600,000	600,000	600,000	600,000
Estimated Carryover	\$384,348	\$0	\$0	\$0	\$0	\$0

PROJECTS PLANNED FOR FY '16

Project Category	Amount
Administrative & Regulatory	\$564,538
Studies & Other	883,932
Hayward Marsh	74,500
Total	\$1,522,970

Fiscal Years Ending June 30,	Estimated	Projected				
	2015	2016	2017	2018	2019	2020
RETIREE MEDICAL - Fund 40						
Beginning Balance	\$4,468	\$0	\$0	\$0	\$0	\$0
Revenue						
Provisions from SSC for ARC*	543,540	561,205	579,444	598,276	617,720	637,796
Expenditures						
Medical Expenses	(398,224)	(432,737)	(466,174)	(501,989)	(536,886)	(571,293)
Medical Reimbursement	398,224	432,737	466,174	501,989	536,886	571,293
Transfers out:						
Annual Required Contribution (ARC)	548,008	561,205	579,444	598,276	617,720	637,796
Ending Balance	\$0	\$0	\$0	\$0	\$0	\$0

* From actuarial valuation completed in FY'14

	<i>Estimated</i>		<i>Projected</i>			
<u>Fiscal Years Ending June 30,</u>	2015	2016	2017	2018	2019	2020
RENEWAL & REPLACEMENT VEHICLES AND EQUIPMENT - Fund 50						
Beginning Balance	\$956,195	\$648,865	\$932,365	\$363,365	\$673,365	\$759,365
Revenue						
Provisions from SSC	589,900	620,000	645,000	670,000	690,000	711,000
Sale of surplus	45,000	43,000	39,000	18,000	26,000	57,000
Expenditures						
Vehicles and Equipment	942,230	379,500	1,253,000	378,000	630,000	960,000
Ending Balance	\$648,865	\$932,365	\$363,365	\$673,365	\$759,365	\$567,365
REPLACEMENTS SCHEDULED FOR FY '16						
Vehicles			Equipment			
QTY	Type	Repl. Cost	QTY	Type	Repl. Cost	
2	Dump Bed Pickups	\$114,000	3	Electric Carts	\$55,500	
1	Service Response Truck	56,000	1	Forklift	52,000	
			2	Trailer Mounted Steam Cleaner	46,000	
			1	Saw Trailer	25,000	
			1	Pressure Washer	12,000	
			2	3-Inch Pumps	9,000	
			1	3,600 Watt Portable Generator	3,000	
				Chair Budget	7,000	
Total for Vehicles		\$170,000	Total for Equipment			\$209,500
TOTAL VEHICLES AND EQUIPMENT FY '16 BUDGET						\$379,500

	<i>Estimated</i>		<i>Projected</i>			
<u>Fiscal Years Ending June 30,</u>	2015	2016	2017	2018	2019	2020
RENEWAL & REPLACEMENT INFORMATION SYSTEM - Fund 60						
Beginning Balance	\$1,399,153	\$1,391,421	\$1,154,721	\$811,921	\$765,421	\$835,321
Revenue						
Provisions from SSC	800,000	800,000	800,000	800,000	800,000	700,000
Expenditures						
IT/PBX/Security Replacements	281,000	469,700	339,800	211,500	330,100	321,300
IT Master Plan Projects	526,732	567,000	803,000	635,000	400,000	400,000
Ending Balance	\$1,391,421	\$1,154,721	\$811,921	\$765,421	\$835,321	\$814,021

SYSTEM UPGRADES & REPLACEMENTS SCHEDULED FOR FY '16

Project / System	Amount
SCADA Upgrade	\$150,000
Operations Data Management System	137,000
Collection System GIS Upgrade	120,000
Records Management	50,000
Mobile Projects	40,000
Share Point Upgrade 2013	40,000
Network Design Remote Site Data Lines	30,000
IT/PBX/Security Replacements	469,700
Total	\$1,036,700

Fiscal Years Ending June 30,	Estimated	Projected				
	2015	2016	2017	2018	2019	2020
RENEWAL & REPLACEMENT PLANT AND PUMP STATION - Fund 70						
Beginning Balance	(\$647)	\$47,353	\$0	\$0	\$0	\$0
Revenue						
Provisions from SSC	250,000	202,647	250,000	250,000	250,000	250,000
Expenditures						
Plant and Pump Station Equipment	202,000	200,000	200,000	200,000	200,000	200,000
Unplanned expenditures Charged to Operating if exceeds Budget		50,000	50,000	50,000	50,000	50,000
Ending Balance	\$47,353	\$0	\$0	\$0	\$0	\$0
REPLACEMENTS SCHEDULED FOR FY 2016						
Overhaul 2 Degritters	\$50,000					
Overhaul 1 Gravity Belt Press	50,000					
Purchase Spare Mixing Pump	40,000					
R&R Forklift	35,000					
R&R 2 Paint Shop Compressors	30,000					
R&R 2 Positive Displacement Pumps	22,000					
Subtotal Planned Projects:	\$227,000					
Unplanned Maintenance	\$23,000					
Total for FY 2016	\$250,000					
TOTAL PLANT AND PUMPSTATION R&R FY '16 BUDGET						

It is anticipated that the Plant & Pump Station Renewal & Replacement fund will be incorporated with or replaced by an asset management program in the future.

Fiscal Years Ending June 30,	Estimated	Projected				
	2015	2016	2017	2018	2019	2020
EMERGENCY - Fund 75						
Beginning Balance	\$2,750,000	\$3,500,000	\$4,250,000	\$5,000,000	\$5,000,000	\$5,000,000
Revenue						
Provisions from SSC	750,000	750,000	750,000	0	0	0
Expenditures						
Supplies/Equipment	0	0	0	0	0	0
Ending Balance	\$3,500,000	\$4,250,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000

	<i>Estimated</i>		<i>Projected</i>			
<u>Fiscal Years Ending June 30,</u>	2015	2016	2017	2018	2019	2020
STRUCTURAL RENEWAL & REPLACEMENT - Fund 80						
Beginning Balance	(\$9,562,970)	(\$63,872)	\$8,578,239	\$5,978,850	\$5,511,100	\$6,878,350
Revenue						
Provisions from SSC	19,843,659	17,000,000	16,000,000	20,000,000	20,000,000	20,000,000
SRF Proceeds	3,074,480	4,125,000	0	0	0	0
SGIP Proceeds	845,000	100,000	100,000	100,000	100,000	100,000
Solar Rebates	180,348	174,000	65,000	0	0	0
Expenditures						
CIP Projects	12,240,000	10,552,500	16,560,000	18,799,200	15,964,200	16,470,000
Debt Service (SRF Repayments)	2,204,389	2,204,389	2,204,389	1,768,550	2,768,550	2,768,550
Ending Balance	(\$63,872)	\$8,578,239	\$5,978,850	\$5,511,100	\$6,878,350	\$7,739,800

	<i>Estimated</i>		<i>Projected</i>			
<u>Fiscal Years Ending June 30,</u>	2015	2016	2017	2018	2019	2020
PRETREATMENT - Fund 85						
Beginning Balance	\$119,783	\$108,483	\$101,483	\$94,483	\$87,483	\$80,483
Revenue						
Transfer from SSC	0	0	0	0	0	0
Enforcement Fees	6,200	0	0	0	0	0
Safety Kleen Reimbursement	100,000	0	0	0	0	0
Expenses						
Supplies/Equipment	17,500	4,000	4,000	4,000	4,000	4,000
Training	0	3,000	3,000	3,000	3,000	3,000
Safety Kleen	100,000	0	0	0	0	0
Ending Balance	\$108,483	\$101,483	\$94,483	\$87,483	\$80,483	\$73,483

	<i>Estimated</i>	<i>Projected</i>				
<u>Fiscal Years Ending June 30,</u>	2015	2016	2017	2018	2019	2020
CAPACITY - Fund 90						
<i>Beginning Balance</i>	\$14,165,399	\$16,350,399	\$16,881,899	\$14,720,899	\$11,817,199	\$8,401,499
<u>Revenue</u>						
Capacity Fees	4,200,000	4,372,000	2,800,000	2,800,000	2,800,000	2,800,000
SRF Proceeds	1,025,000	1,375,000	125,000	0	0	0
SGIP Proceeds (Cogen)	845,000	100,000	100,000	100,000	100,000	100,000
Interest	125,000	130,000	102,000	89,000	72,000	51,000
<u>Expenditures</u>						
CIP	3,087,000	4,522,500	4,365,000	4,781,700	5,276,700	3,285,000
Debt Servicing	923,000	923,000	923,000	1,111,000	1,111,000	1,111,000
<i>Ending Balance</i>	\$16,350,399	\$16,881,899	\$14,720,899	\$11,817,199	\$8,401,499	\$6,956,499

Annual Contract Purchases of Supplies, Services & Vehicle Renewal Replacements Over \$100,000 for Fiscal Year 2016	
ITEMS	
	<i>Estimated Expenditure</i>
Supplies*:	
Ferrous Chloride, One-Year contract with Kemira Water Solutions, Inc.	\$400,000
Sodium Hypochlorite - One-year contract with Univar USA, Inc.	395,000
Polymer, emulsion, One-Year Contract with successful bidder	352,000
Hydrogen Peroxide, One-Year Contract with Siemens, Inc.	336,000
Polymer, mannich, One-Year Contract with successful bidder	145,000
Total Supplies:	\$1,628,000
Services:	
State Water Resources Control Board, Debt payments for eight SRF loans	\$3,127,110
PERS Medical - payments for employee coverage	3,099,141
PERS Retirement payments for employees	2,997,078
PG&E, payments for electrical service - Alvarado site	1,450,000
EBDA Operations & Maintenance payments	1,303,841
Biosolids, Year Four of Five-Year Contract with Synagro & successful bidder	756,879
PERS Retiree Medical Trust payments (ARC)	561,205
PG&E, payments for electrical service - Newark Pump Station	197,258
Total Services:	\$13,492,512
Vehicle & Equipment Renewal/Replacement:	
Dump Bed Pickup Trucks	\$114,000
Total Vehicle & Equipment Renewal/Replacement	\$114,000

STATEMENT OF CASH FLOW AND FUND BALANCES			
	FY '15 Budget	FY '15 Projected	FY '16 Proposed
OPERATING FUND			
Beginning Balance	\$31,569,000	\$31,569,000	\$35,382,805
<u>Revenues and Proceeds:</u>			
Sewer Service Charges	\$47,448,461	\$48,385,649	\$48,430,260
Operating Revenues	848,500	1,120,149	1,080,000
Interest Income	210,000	210,000	215,000
SGIP Rebates (Cogen)	845,000	845,000	100,000
Solar Rebates (Irvington & Carport)	189,200	180,348	174,000
SRF Loan Proceeds	2,542,000	3,074,480	4,125,000
Misc. (LAVWMA, enforce fees, surplus items)	115,000	261,507	119,000
<i>Total Revenues and Proceeds</i>	\$52,198,161	\$54,077,133	\$54,243,260
<u>Expenditures:</u>			
Operating	\$32,659,214	\$31,951,111	\$33,827,303
Special Projects	1,708,478	1,149,267	1,522,970
Retiree Medical Benefits (ARC)	543,540	543,540	561,205
R & R - Vehicles & Equipment	1,057,700	942,230	379,500
R & R - Information System	1,216,000	807,732	1,036,700
R & R - Plant & Pump Stations	250,000	202,000	250,000
Pretreatment Program	7,000	117,500	12,000
Sewer Service Fee from County	106,000	105,559	106,000
Debt Servicing	2,204,389	2,204,389	2,204,389
Capital Program - R & R Structural*	11,632,500	12,240,000	10,553,000
<i>Total Expenditures</i>	\$51,384,821	\$50,263,328	\$50,453,067
Ending Sewer Service Fund Balance	\$32,382,340	\$35,382,805	\$39,172,998
CAPACITY FUND			
Beginning Balance	\$14,165,000	\$14,165,000	\$16,350,279
<u>Revenues:</u>			
Capacity Fees	\$2,700,000	\$4,200,000	\$4,372,000
Interest Income	89,000	125,000	130,000
SGIP Rebates (Cogen)	845,000	845,000	100,000
SRF Loan Proceeds	848,000	1,025,000	1,375,000
<i>Total Revenues</i>	\$4,482,000	\$6,195,000	\$5,977,000
<u>Expenditures:</u>			
Capital Program*	\$3,240,000	\$3,087,000	\$4,523,000
Debt Servicing - SRF	923,000	922,721	922,721
<i>Total Expenditures</i>	\$4,163,000	\$4,009,721	\$5,445,721
Ending Capacity Fund Balance	\$14,484,000	\$16,350,279	\$16,881,558

*CIP Budgeted at 90%

Ten-Year Capital Improvement Plan

ADMINISTRATIVE FACILITIES		FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	Total
Fund %	Rank Project Name											
800	1 Admin/Field Ops Bldg. Seismic Upgrade at	100	1,000	1,000								2,100
900	1 Admin/Field Ops Bldg. Seismic Upgrade and Leak Repairs											0
800	3 Additional CS (Vehicle) Storage		250									250
800	2 FMC Bldg. - New	200	3,700	3,900								7,800
900	2 FMC Bldg. - New											0
800	2 FMC Bldgs Renovation			100	300							400
900	2 FMC Bldgs Renovation											0
800	3 FMC Storage		250									250
800	3 Plant Paving		200				250					450
900	3 Solar Panels at Alvarado - Phase II		150	1,500								1,650
Total for ADMINISTRATIVE FACILITIES		300	5,550	6,500	300	0	250	0	0	0	0	12,900

COLLECTION SYSTEM		FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	Total
Fund %	Rank Project Name											
800	1 Alvarado-Niles Sewer Rehab	1,000	3,000									4,000
900	1 Alvarado-Niles Sewer Rehab											0
800	2 Cast Iron/Pipe Lining		500		500		500		500			2,500
900	2 Cast Iron/Pipe Lining											0
800	2 Misc. C S Projects		250	250	300	300	300	300	300	300		2,600
800	2 RCP Sewer Rehab (Alvarado Basin)						200	2,000	100	1,000		3,300
900	2 RCP Sewer Rehab (Alvarado Basin)											0
800	2 RCP Sewer Rehab (Irvington Basin)				200	2,000	300	3,000				5,500
900	2 RCP Sewer Rehab (Irvington Basin)											0
800	2 RCP Sewer Rehab (Newark Basin)					100	1,000			100	1,000	2,200
900	2 RCP Sewer Rehab (Newark Basin)											0
800	0.50 Newark Backyard Relocation	1,300	1,200									2,500
900	0.50 Newark Backyard Relocation	1,300	1,200									2,500
800	1 Pine St. Easement	100										100
800	2 Spot Repairs	500		500		500		500		500		2,500
900	2 Spot Repairs											0

Collections cont'd next page

Fund %	Rank	Project Name	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	Total
Collections cont'd													
900	2	Stevenson at Davis St.					150	1,000					1,150
900	2	Veasy St. Sewer Improvements	50	650									700
Total for COLLECTION SYSTEM			4,250	6,800	750	1,000	3,050	3,300	5,800	900	1,900	1,800	29,550

Fund %	Rank	Project Name	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	Total
TRANSPORT SYSTEM PROJECTS													
800	0.50	Alameda Creek Crossing Lift Station										250	250
900	0.50	Alameda Creek Crossing Lift Station										250	250
900	1	Equalization Storage @ Alvarado	400	600									1,000
900	3	Equalization Storage @ Irvington								300	3,000		3,300
900	2	Equalization Storage @ Newark				600		3,500					7,600
800	0.50	Fremont & PP LS\ Internal Lift Pumps	1,000	500									1,500
900	0.50	Fremont & PP LS\ Internal Lift Pumps	1,000	500									1,500
800	0.50	Hayward Marsh Ammonia Removal Facility			50	500							550
900	0.50	Hayward Marsh Ammonia Removal Facility			50	500							550
800	2	New Cherry St. PS						300	3,000				3,300
900	2	New Cherry St. PS											0
800	2	Newark PS Waterline	50										50
800	3	Transport System Misc. Projects	50	50		1,000			1,000			1,000	3,100
900	3	Transport System Misc. Projects											0
800	0.50	Wet Weather Flow Management	100	300	2,500	2,500	500						5,900
900	0.50	Wet Weather Flow Management	100	300	2,500	2,500	500						5,900
Total for TRANSPORT SYSTEM PROJECTS			2,700	2,250	5,100	7,600	1,000	3,800	7,500	300	3,000	1,500	34,750

Fund %	Rank	Project Name	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	Total
TREATMENT													
900	2	3rd Degritter System	100	500									600
800	2	30" ML Pipe Lining				100	500						600
800	0.50	Aeration Internal Lift Pumps					500						500
900	0.50	Aeration Internal Lift Pumps					500						500
800	0.50	Aeration System Rehab	500		200	1,000	1,000						2,700
900	0.50	Aeration System Rehab	500		200	1,000	1,000						2,700
900	2	Aeration Tank (East) Baffling	50	550									600
800	2	Aeration Tank (East) Roof	50	1,200	1,500								2,750
800	3	Blower Bldg & Channel Air Demo & Repl			100	500							600
800	0.50	Cogen Project	150	100									250
900	0.50	Cogen Project	150	100									250
800	2	Contact Tank Valve Replacement				1,000							1,000
800	2	Control Box No. 1 Improvements		150	1,500								3,150
800	2	Diffuser Replacement	100	100	150								350
900	3	Digester No. 7										100	100
800	2	Emergency Outfall Outlet Improvements		300									300
800	2	Gravity Belt Thickener					500	5,500					6,000
800	2	Generator Controls Upgrade	300	1,000									1,300
800	2	Headworks gates, actuators and Screens		100	1,500								1,600
800	1	Hypo Tank and PVC pipe replacement at	500	1,000									1,500
800	2	MCC Replacement	600				100	600					1,300
800	2	Misc. Electrical Equipment Upgrade		500	500	500	500	500	500	500	1,000		3,000
800	2	Misc. Projects		250	250	250	300	300	300	300	300		2,550

Treatment cont'd next page

<u>Fund %</u>	<u>Rank</u>	<u>Project Name</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>Total</u>
800	2	Odor Scrubber System Improvements							550	5,500	600	6,000	12,650
900	2	Odor Scrubber System Improvements											0
800	2	Plant Facilities Improvements	500	600									1,100
800	1	Plant Master Plan Equipment Replacement			650	650	3,300		5,000	2,000	7,300	3,300	22,200
900	1	Plant Master Plan Equipment Replacement											0
800	2	PLC Replacement	100	200	350								650
800	0.75	Primary Clarifier Rehab (5-6)		375	1,688	1,688							3,750
900	0.25	Primary Clarifier Rehab (5-6)		125	563	563							1,250
800	2	Primary Effluent (60") Pipeline Rehab	100										100
800	1	RAS PS Pumps, Valve & Pipe Replacement		100	600	600							1,300
800	2	Repairs to Concrete Tanks		200	200	200	200	200	200	200	200	200	1,800
800	0.75	Sec. Clarifiers No. 5 and 6 Rehabilitation		150	1,500	1,500							3,150
900	0.25	Sec. Clarifiers No. 5 and 6 Rehabilitation		50	500	500							1,050
900	3	Secondary Clarifiers No. 7,8										400	400
800	2	Seismic Retrofit of Conc. Structures		200	2,000	200	2,000	200	2,000	300	3,000	300	10,200
900	2	Seismic Retrofit of Conc. Structures											0
800	2	Sludge Drying (BACWA)	100	100	100								300
800	2	Sludge Recirculation Pump Replacement			200	200							400
900	2	Sludge Recirculation Pump Replacement											0
800	2	Standby Generators 5 and 6				150	2,500						2,650
800	2	Standby Generators 7 and 8				200	4,000						4,200
900	2	Storm Water Diversion Pump Station				200	1,500						1,700
800	0.75	Thickener Control Bldg Improvements	4,125	375									4,500
900	0.25	Thickener Control Bldg Improvements	1,375	125									1,500
800	2	Thickener Mechanisms 1-2			100	2,200							2,300
900	2	Thickener Mechanisms 1-2											0
800	2	Truck Scales Improvements		100									100

Treatment cont'd next page

<u>Fund %</u>	<u>Rank</u>	<u>Project Name</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>Total</u>
Treatment cont'd													
800	2	Water Storage Tank and Well	200	100									300
900	2	Waste Recycling and Alternative Energy							500	5,000			5,500
Total for TREATMENT			9,500	8,650	13,850	14,700	17,900	7,300	8,550	13,800	11,400	11,600	117,250
GRAND TOTAL			16,750	23,250	26,200	23,600	21,950	14,650	21,850	15,000	16,300	14,900	194,450
FUND 800 - Structural Renewal & Replacement			0										
FUND 900 - Capacity			11,725	18,400	20,888	17,738	18,300	10,150	17,850	9,700	13,300	14,150	152,200
			5,025	4,850	5,313	5,863	3,650	4,500	4,000	5,300	3,000	750	42,250

FY 2016 Budget - Ten Year Cashflow Projection

(amounts x \$1,000)

ASSUMPTIONS (Long-Term)	
Interest Rate - Bonds, SRF	2.70%
CIP Inflation Rate	3.50%
Investment Rate	0.60%
CIP Funding @	90%

Amounts x\$1000, except where noted.

Debt Summary - At 2020	
SRF Loans Outstanding - SSC	\$43,818
SRF Loans Outstanding - Capacity	21,082
Total SRF Loans & other Debt Outstanding	\$64,900
CIP Expenditures - 2016-2020	
Renewal & Replacement - SSC	\$78,346
Capacity Fund	22,231
Total CIP Expenditures @ 90%	\$100,577

Debt Summary - At 2025	
SRF Loans Outstanding - SSC	\$30,247
SRF Loans Outstanding - Capacity	15,422
Total SRF Loans & other Debt Outstanding	\$45,669
CIP Expenditures - 2016 - 2025	
Renewal & Replacement - SSC	136,981
Capacity Fund	38,026
Total CIP Expenditures @ 90%	175,007

Capacity Fee Increase	Rate Study Impact									
	5.00%		5.00%		5.00%		5.00%		5.00%	
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
SSC Increase	5.70%	5.70%	5.70%	5.70%	5.70%	5.70%	5.70%	5.70%	5.70%	5.70%
Fiscal Years Ending June 30,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Residential (EDU) Increase (Growth) - 1 year lag in rates	0.25%	0.40%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
Commercial Increase (Memo only here)	0.00%	3.00%	0.00%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
Industrial Increase (Memo only here)	0.00%	3.00%	0.00%	0.20%	0.40%	0.50%	0.50%	0.50%	0.50%	0.50%
Increase in Operations Budget	1.52%	4.60%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Capacity Fee Charge (whole \$)	\$5,596	\$5,875	\$6,169	\$6,477	\$6,801	\$7,141	\$7,498	\$7,873	\$8,267	\$8,680
Sewer Service Charge (SFD) (whole \$)	\$357	\$377	\$398	\$421	\$445	\$467	\$490	\$515	\$541	\$568

CASH FLOW PROJECTIONS										
Sewer Service Fund										
Beginning Balance (Fund 80 + FPR)	\$4,203	\$7,403	\$10,446	\$5,551	\$1,037	\$1,995	\$4,802	\$18,362	\$27,306	\$45,507
Revenue										
Net Revenues (SSC+Int+OPRev-Gross OP Exp+Prov)	13,724	11,575	13,768	16,954	19,592	21,946	25,463	27,778	29,700	33,604
Loan Payments from Capacity Fund	0	0	0	0	0	0	0	0	0	0
Temporary Transfer To/From Capacity Fund	0	0	0	0	0	0	0	0	0	0
SRF Loan/SGIP Proceeds	3,919	4,225	100	100	100	100	0	0	0	0
Expenditures										
CIP Expenditures	12,240	10,553	16,560	18,799	15,964	16,470	9,135	16,065	8,730	11,970
Loans to Capacity Fund	0	0	0	0	0	0	0	0	0	0
Debt Servicing - New Issues	0	0	0	0	0	0	0	0	0	0
Debt Servicing - SRF Loan	2,204	2,204	2,204	2,769	2,769	2,769	2,769	2,769	2,769	2,769
Ending Balance	\$7,403	\$10,446	\$5,551	\$1,037	\$1,995	\$4,802	\$18,362	\$27,306	\$45,507	\$85,272

Other Designated Reserves (funds #30,40,50,60,70,75,85,SRF,INS,CF, Cash in bank)	27,772	28,600	29,583	30,527	31,391	31,914	32,720	32,839	34,374	34,977
Total Sewer Service Fund Balance	\$35,175	\$39,047	\$35,133	\$31,564	\$33,386	\$36,716	\$51,081	\$60,145	\$79,881	\$99,350

Capacity Fund (Capacity Fees)										
Beginning Balance	\$14,165	\$16,351	\$16,883	\$14,722	\$11,819	\$8,404	\$6,959	\$8,141	\$8,858	\$5,411
Revenue										
Interest income	125	130	102	89	72	51	43	52	59	38
Capacity Fees	4,200	4,372	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800
Temporary Transfer To/From Existing Fund	0	0	0	0	0	0	0	0	0	0
SGIP Proceeds	845	100	100	100	100	100	0	0	0	0
SRF Loan Proceeds	1,025	1,375	125	0	0	0	3,500	3,000	0	250
Expenditures										
CIP Expenditures	3,087	4,523	4,365	4,782	5,277	3,285	4,050	3,600	4,770	2,700
Loan Payments to R & R Fund	0	0	0	0	0	0	0	0	0	0
Debt Servicing - SRF Loan	923	923	923	1,111	1,111	1,111	1,111	1,536	1,536	1,309
Ending Balance	\$16,351	\$16,883	\$14,722	\$11,819	\$8,404	\$6,959	\$8,141	\$8,858	\$5,411	\$4,014

% OF DEBT SERVICE TO GROSS REVENUES										
Debt Capacity Target (should not exceed 25% of Op + Debt)	5.8%	5.7%	5.6%	6.5%	6.1%	5.7%	5.3%	5.6%	5.3%	5.0%
Ratio of debt service to SSC Net Rev (min. 1.30 per Debt policy#2060)	8.9%	8.5%	8.2%	9.6%	9.3%	9.0%	8.7%	9.2%	8.9%	8.6%
Ratio of debt service to SSC Net Rev (min. 1.30 per Debt policy#2060)	5.79	5.17	5.77	5.30	6.00	6.60	7.52	7.33	7.92	8.50

BONDING CAPACITY - Above 1.25 coverage										
Beginning Balance	173,696	150,099	173,125	192,281	225,380	253,816	297,735	320,474	351,408	381,972
Ending Balance	\$4,014	\$5,411	\$6,959	\$8,858	\$11,819	\$14,722	\$18,362	\$23,306	\$27,306	\$34,977



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: July 7, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Manager of Technical Services
Rollie R. Arbolante, Customer Service Team Coach

SUBJECT: Agenda Item No. 13 - Meeting of July 13, 2015
Authorize the General Manager to Execute a Lease Agreement with the California State Lands Commission for a Sewer Crossing at Scott Creek in the City of Fremont

Recommendation

Authorize the General Manager to execute the attached lease agreement with the California State Lands Commission for a 12-inch diameter sanitary sewer pipeline within a 30-inch diameter steel casing crossing Scott Creek in the city of Fremont.

Background

The Crossings development is located at the southernmost portion of the District's service area and includes the new construction of three large industrial buildings and the extension of Fremont Boulevard to Dixon Landing Road and the border of the city of Milpitas. A location map is attached. In order for the District to serve the development, new sewer lines were constructed that extend from the existing sewers on Fremont Boulevard and Lakeview Boulevard. The new 12-inch sewer line continues south along Fremont Boulevard, under and across an Alameda County Flood Control and Water Conservation District (ACFC) channel and across Scott Creek, which is considered State Lands managed by the State Lands Commission (SLC).

In order to accept the new sewer main, District staff has negotiated a lease agreement with the SLC granting permission for the sewer line to be located under Scott Creek. Although a

permanent easement was sought, the SLC only grants lease agreements for encroachments across State Lands. A Resolution accepting the easement across the ACFC channel will be presented to the Board under a separate agenda item during the regularly scheduled meeting of July 13, 2015. All costs associated with the lease agreement were borne by the developer, Overton Moore Properties.

The sewer lines were constructed per District standard specifications. District staff has reviewed the lease agreement and exhibits, and recommends authorizing the General Manager to execute the lease agreement.

PRE/SEG/RRA:ks

Attachments: Location Map
Lease Agreement

Location Map

for The Crossings



Legend

- Sewer Mains
- Sewer Sheet Pile History
- Sewer Manholes
- Manhole
- Riser
- Cap
- Lamphole
- Other types
- Sewer Laterals (TV)
- Dead Lateral
- Lateral
- Sewer Laterals
- Sewer Mains Historical
- Sewer Manholes Historical
- Streets
- Parcels
- Lakes
- 2009 Aerial Photo



For USD use only

Disclaimer:
 The information on this map is provided by Union Sanitary District (USD) for internal use only. Such information is derived from multiple sources which may not be current, be outside the control of USD, and may be of indeterminate accuracy. The information provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk.



RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 519-0820-002-13
County: Alameda

LEASE NO. PRC 9118.9

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 3
Section 3	General Provisions
Exhibit A	Land Description
Exhibit B	Site and Location Map

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise, and let to **UNION SANITARY DISTRICT**, hereinafter referred to as Lessee, those certain lands described in Exhibit A hereinafter referred to as Lease Premises, subject to the reservations, terms, covenants, and conditions of this Lease.

MAILING ADDRESS: 5072 Benson Road
Union City, CA 94587

LEASE TYPE: General Lease – Public Agency Use

LAND TYPE: Sovereign

LOCATION: Scott Creek, Alameda County Assessor's Parcel Number 519-0820-002-13, city of Fremont, Alameda County.

LAND USE OR PURPOSE: Use, operation, and maintenance of a 12-inch diameter PVC sanitary sewer pipeline within a 30-inch diameter steel casing beneath the bed of Scott Creek.

TERM: 30 years; beginning June 29, 2015; ending June 28, 2045, unless sooner terminated as provided under this Lease.

CONSIDERATION: Public use and benefit, with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interests.

AUTHORIZED IMPROVEMENTS: One 12-inch diameter (ID) PVC sanitary sewer pipeline and one 30-inch diameter steel casing.

X **EXISTING:**

N/A **TO BE CONSTRUCTED; CONSTRUCTION MUST BEGIN BY:**

AND BE COMPLETED BY:

LIABILITY INSURANCE: N/A

SURETY BOND OR OTHER SECURITY: N/A

**SECTION 2
SPECIAL PROVISIONS**

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED, OR SUPPLEMENTED AS FOLLOWS:

1. Lessee acknowledges that the land described in Exhibit A of this Lease is subject to the Public Trust and is presently available to members of the public for recreational, waterborne commerce, navigation, fisheries, open space, or other recognized Public Trust uses and that Lessee's use of the Lease Premises shall not interfere or limit the Public Trust rights of the public.
2. No other improvements or structures shall be constructed or placed on the Lease Premises without Lessor's prior approval.

3. Lessee may not use any other lands under this jurisdiction of the Lessor beyond the Lease Premises for any purpose not authorized by the Lease without the written consent of the Lessor.
4. Lessee shall conduct external and internal inspections of the pipeline at least once every seven years and when warranted by extraordinary circumstances such as an accident or a significant seismic event unless the schedule is modified by mutual agreement among the parties hereto. Copies of the results including reports, analyses, and recommendations shall be submitted promptly to Lessor at no cost. If the results of the inspections indicate any exposure/damage of the casing/pipeline, Lessee shall submit a remediation plan to Lessor within 120 days of the completion of the inspection for Lessor's review and approval.
5. Lessee shall comply with all existing and subsequently enacted laws or regulations promulgated by any governmental agencies, whether federal, State or local, having lawful authority and jurisdiction over the pipeline.
6. All future repairs or structural modifications to any part of the facility within the lease area will require prior review and approval of Commission staff. In the event of an urgent repair requiring immediate action, staff may be contacted at the Commission's 24 hour emergency notification number (562) 590-5201.
7. Should a pipeline leak incident occurs on the Lease Premises, Lessee shall immediately notify Lessor through the 24-hour emergency notification telephone number (562) 590-5201 and the California Governor's Office of Emergency Services at (800) 852-7550. Following verbal notification, Lessee shall submit a written report regarding the leak incident to the Lessor.
8. All plans for abandonment and/or removal of the pipeline within the Lease Premises and subsequent restoration of the Lease Premises must first be approved by the Lessor and shall be completed within 12 months after the expiration or sooner termination of this Lease or after Lessee has obtained all required permits or other governmental approvals that may be required by lawful authority and has complied with all applicable laws. In the event the Lessor authorized the abandonment of all or any portion of the pipelines, Lessee may be required to enter into an abandonment agreement with the Lessor.
9. Section 3, paragraph 2, definition of "Lease Premises" is modified to read "Lease Premises" shall be defined as the area of the land occupied by the improvements.
10. Section 3, paragraph 8 (a) shall be modified to read as follows: "Lessee's use of the Lease Premises and any Improvements thereon is at Lessee's sole and exclusive risk, except to the extent of Lessor's negligence or willful misconduct."
11. Section 3, paragraph 8 (b) shall be modified to read as follows: "In addition to any other obligation to indemnify Lessor as otherwise provided in this Lease, except to the extent caused by the negligence and/or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises, including reimbursing Lessor in full for all reasonable costs and attorneys' fees, and specifically including, without limitation, any Damages arising by reason of: (1) The issuance, enjoyment, interpretation,

Breach, or Default of this Lease; (2) The challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) The death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lease Premises, or with any of the Improvements or personal property on the Lease Premises; (4) The condition of the Lease Premises, or Improvements on the Lease Premises; (5) An act or omission on the Lease Premises by Lessee or any person in, on, or about the Lease Premises; (6) Any work performed on the Lease Premises or material furnished to the Lease Premises; (7) Lessee's failure to comply with any material legal or other requirement validly imposed on Lessee or the Lease Premises by a Regulatory Agency."

- 12. Section 3, paragraph 9 shall be deleted in its entirety.
- 13. Section 3, paragraph 10 shall be deleted in its entirety.
- 14. Section 3, paragraphs 12 (a) (2) shall be deleted in its entirety.
- 15. Section 3, paragraph 12 (e) Determination of Rental Value shall be deleted in its entirety and replaced with the following paragraph: "If rent under this Lease is calculated as a percentage of Lessee's net income attributable to the Lease Premises and Lessee abandons the Lease Premises during some or all of the applicable period, then the reasonable rental value shall be the percentage of proceeds Lessor would have received had Lessee operated the Lease Premises in the usual and customary manner."

/

/

/

/

/

SECTION 3

GENERAL PROVISIONS

1. GENERAL

In the case of any conflict between these General Provisions and Special Provisions found in Section 2, the Special Provisions control.

2. DEFINITIONS

For the purposes of this Lease, the following terms shall be defined as stated below:

“Additions” shall be defined as any use or Improvements other than those expressly authorized in this Lease.

“Alterations” shall be defined as any material change in the size, scope, density, type, nature, or intensity of Improvements on the Lease Premises from what is authorized in this Lease. Alterations shall also include any modifications, alterations, or renovations of the land or waterways on the Lease Premises other than those authorized by this Lease.

“Breach” shall be defined as a party's unjustified or unexcused nonperformance of a contractual duty the party is required to immediately perform.

“Damages” shall include all liabilities, demands, claims, actions or causes of action whether regulatory, legislative or judicial in nature; all assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) costs and expenses incurred to bring the Lease Premises into compliance with Environmental Laws, a court order, or applicable provisions of a Regulatory Agency. The term “Damages” also includes, expressly, those Damages that arise as a result of strict liability, whether arising under Environmental Laws or otherwise.

“Default” shall be defined as a material Breach of magnitude sufficient to justify termination of the Lease.

“Environmental Law” shall be defined as and include all federal, state, and local environmental, health, and safety laws, statutes, ordinances, regulations, rules, judgments, orders, and notice requirements, which were in effect as of the date of execution of this Lease or are subsequently enacted and lawfully applied hereto, which regulate or relate to (a) the protection or clean-up of the environment; (b) the use, treatment, storage, transportation, handling or disposal of hazardous, toxic or otherwise dangerous substances, wastes or materials; (c) the quality of the air and the discharge of airborne wastes, gases, particles, or other emissions; (d) the preservation or protection of waterways, groundwater, or drinking water; (e) the health and safety of persons or property; or (f) impose liability with respect to any of the foregoing, including without limitation, the California Environmental Quality Act (CEQA) [PRC §§ 21000 et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 et seq.]; the Clean Air Act [42 USCS §§ 7401 et seq.]; the Safe Drinking Water Act [42 USCS §§ 300f et seq.]; the Solid Waste Disposal Act [42 USCS §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USCS §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 et seq.]; the California Hazardous Substances Account Act [H & S C §§ 25300 et seq.]; the California Hazardous Waste Control Act [H & S C §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Water C §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above.

“Hazardous Material” shall be defined as and include any substance which falls within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, pollutant, or contaminant, under any Environmental Law.

“Improvements” shall be defined as any modification, alteration, addition, or removal of any material, and any other action which serves to change the condition of the Lease Premises from the natural state whether situated above, on, or under the Lease Premises. Improvements include, but are not limited to buildings, structures, facilities, decks, docks, wharves, piers, walks, curbs, bridges, buoys, landscaping, roadways, shoreline protective structures of all types, foundations, pilings or similar support structures whether above or below the water line, fences, utilities, pipelines, and any other construction of any type situated on the Lease Premises.

“Lease” shall be defined as this lease contract together with all amendments and exhibits.

“Lease Premises” shall be defined as the area of land, together with any improvements located thereon, the use and occupancy of which

Form51.16 (Rev. 10/14)

is authorized by this Lease.

“Lessor” shall be defined as the state of California, acting by and through the California State Lands Commission, including the Commissioners, their alternates and designates, the Executive Officer, and the staff of the California State Lands Commission.

“Regulatory Agency” shall include any Federal, State, County, Municipal, or Local agency having jurisdiction over the Lease Premises.

“Repairs” shall be defined as all work of any kind made to maintain, change, restore, strengthen, replace, alter, or otherwise affect any Improvement on the Lease Premises.

“Residence” shall be defined as any Improvement, whether permanent, movable, or temporary, or a portion thereof, which is for the time being a home or place of lodging. A Residence includes any Improvement affixed to the land such as trailers or cabins, built on a raised foundation such as stilts or pilings, and floating residences such as boats, barges, arks, and houseboats, and any combination of such Improvements which provide residential accommodations to the Lessee or others. “Residence” shall not include transitory, intermittent, recreational use of facilities such as campgrounds.

“Residential Use” shall be defined as Improvements such as, but not limited to, sundecks, and sunrooms which are extensions of, or additions to, the upland property and are not water-dependent uses. Although the various uses or Improvements which may fall under this definition may vary by geographic area, lease type, or other factors, it is the intention of the parties to include in this definition all uses and Improvements which are not water-dependent but residential in nature, or those uses and Improvements which are not consistent with common law public trust principles and values.

3. CONSIDERATION

(a) Absolute Triple Net Lease

This Lease is an absolute triple net lease, pursuant to which Lessor has no obligation with respect to the payment of taxes, insurance, the cost of maintenance, utilities and repairs or other costs or obligations associated with the Leased Premises, except as expressly stated herein.

(b) Rent

Lessee agrees to pay Lessor rent as stated in this Lease, in annual installments, for the use and occupancy of the Lease Premises. The first installment shall be due on or before the beginning date of this Lease and all subsequent installments shall be due on or before each anniversary of its beginning date during each year of the Lease term, or as otherwise provided in this Lease. Said sums shall be paid in lawful money of the United States of America. Lessee shall send said rent to the mailing address of Lessor. Timeliness of receipt of remittances sent by mail shall be governed by the postmark date as stated in Government Code Section 11002. Invoices for rent due may be provided by Lessor as a courtesy. Lessor’s failure to, or delinquency in, providing invoices shall neither excuse Lessee from paying rent, nor extend the time for paying rent.

(c) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary of the beginning date. No such modification shall become effective unless Lessee is given at least thirty (30) days’ notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days’ notice prior to the effective date of the increase, whichever provides a greater notice period.

If the consideration for this Lease is based on a percentage of income, royalties, profits, or any similar business performance indicators, Lessee shall provide Lessor with financial statements and all other documents necessary to determine the relevant basis for income.

(d) Penalty and Interest

Any installments of rent accruing under this Lease not paid when due shall be subject to a delinquency charge equal to five percent (5%) of the principal sum due. Annual payments shall bear interest as specified in Public Resources Code Section 6224 and the Lessor’s then existing administrative regulations governing penalty and interest.

(e) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the Lessor, at its sole discretion, determines that such action is in the best interest of the State. Lessee’s assignment or transfer of this Lease pursuant to Section 3 Paragraph 11 below to any third party

Form 51.16 (Rev. 10/14)

which results in royalties, profits, or any form of compensation, whether monetary or otherwise, shall give Lessor the right to reevaluate the requirements of this Lease as stated in Section 3 Paragraph 11. Lessee shall be given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days' notice prior to the effective date that this Lease is converted to a monetary rental, whichever provides more notice.

(f) Place for Payment of Rent

All rent that becomes due and payable under this Lease shall be paid to Lessor in person or by United States mail at the Sacramento Offices of the California State Lands Commission, currently at 100 Howe Avenue, Suite 100-South, Sacramento, CA 95825-8202, or at any other place or places that Lessor may designate by written notice to Lessee. Alternately, Lessee may contact Lessor's accounting department for Lessor's current practices for payment by credit card or electronic fund transfer.

4. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary or title claims which may be asserted presently or in the future.

5. LAND USE

(a) General

(1) Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the Improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later.

(2) All demolition, construction, remodeling, reconstruction, maintenance, repairs, removal, or remediation performed on the Lease Premises at any time by Lessee shall first be authorized by all appropriate Regulatory Agencies. Lessee is solely responsible for determining what approvals, authorizations, or certifications are required, and shall be solely responsible for all costs incurred thereby. In addition, Lessee shall obtain and comply with preventative or remedial measures required by any environmental reports, assessments, or inspections, including, but not limited to those required by the California Environmental Quality Act and/or the National Environmental Policy Act, or as otherwise required by law or reasonably requested by Lessor. Nothing in this Lease shall be interpreted as a pre-approval of any permit, certification, or any other precondition required for the use of the Lease Premises.

(b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration. Lessee's discontinuance of such use for a period of ninety (90) days shall be presumed to be an abandonment unless Lessee demonstrates to Lessor's satisfaction that Lessee's use of the Lease Premises is consistent with similarly situated properties. In the event of an abandonment, Lessor may elect to terminate the Lease as provided in Paragraph 12(a)(3). Abandonment of the Lease Premises shall not relieve Lessee of any obligations under this Lease.

(c) Repairs and Maintenance

(1) Lessor shall not be required to make any Repairs in, on, or about all or part of the Lease Premises. Lessee shall, at all times during the term of this Lease and without any cost or expense to Lessor, keep and maintain the Lease Premises, including all Improvements, in good order and repair and in a clean, safe, sanitary, and orderly condition.

(2) Lessee shall make, or cause to be made, any Repairs which may be required by any Regulatory Agency. Lessee shall observe and comply with, any law, statute, ordinance, plan, regulation, resolution, or policy applicable to the Lease Premises in making such Repairs. All work shall be performed with reasonable diligence, completed within a reasonable time, and performed at the sole cost and expense of Lessee.

(3) Lessee expressly accepts the Lease Premises "as is" and expressly acknowledges that:

(i) Lessor has made no representations or warranties as to the suitability of the Lease Premises for any Improvements. Lessee shall conduct all tests necessary to determine the suitability of the Lease Premises for any proposed use or Improvements authorized; and

(ii) Lessor has made no representations or warranties as to the quality or value of any Improvements found on the Lease Premises, or of their conformity to any applicable building codes, zoning ordinances, or other regulations. Lessee agrees to inspect any preexisting Improvements at its own cost to determine whether such Improvements are safe and suitable for

the Lessee's intended use; and

(iii) Lessee shall neither be entitled to any reduction in rent, nor any extension of the terms of this Lease because of damage to or destruction of any Improvements on the Lease Premises.

(iv) Lessee and Lessor agree that any Improvements on the Lease Premises constitute the personal property of Lessee and that fixture law does not apply.

(4) In the event that the Lease Premises is partly, or in whole, comprised of tidal, submerged, or waterfront property, Lessee expressly accepts the hazards involved in using or improving such lands. Lessor is not responsible for, and Lessee shall not be reimbursed for nor receive any offset of rent for, any damages or reduced use of the Lease Premises caused by: local or invasive flora or fauna, flooding, erosion, sea level rise, storms, freezing, inclement weather of any kind, acts of god, maintenance or failure of protective structures, and any other such hazards.

(d) Additions, Alterations, and Removal

No Improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor. Any Additions or Alterations are expressly prohibited. Lessee is also prohibited from any Additions or Alterations which cause a material change to the environmental impact on or around the Lease Premises.

(e) Enjoyment

This Lease is non-exclusive, and is subject to the provisions of Section 3, Paragraph 6 below. Lessee shall have the right to exclude persons from the Lease Premises only when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises.

(f) Discrimination

Lessee, in its use of the Lease Premises, shall not discriminate against any person or class of persons on any basis protected by federal, state, or local law, including: race, color, creed, religion, national origin, sex, sexual orientation, gender identity, age, marital/parental status, veteran status, or disability.

(g) Residential Use

Unless otherwise provided for in this Lease, no portion of the Lease Premises shall be used as a location for a Residence, for the purpose of mooring or maintaining a structure which is used as a Residence, or for Residential Uses.

(h) Commercial Use

Unless otherwise provided for in this Lease, the Lease Premises is to be used by Lessee and Lessee's invitees or guests only. Use of the Lease Premises for commercial purposes; conducting a business, whether for profit or otherwise; and any subleasing, rental, or any transaction whereby Lessee directly or indirectly receives compensation from a third party in exchange for use of the Lease Premises shall constitute an immediate Default of this lease with no cure period.

6. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY

(a) Reservations

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber, minerals, and geothermal resources as defined under Public Resources Code sections 6401, 6407, and 6903, respectively; the right to grant and transfer the same; as well as the right to grant leases in and over the Lease Premises which may be necessary or convenient for the extraction of such natural resources. Such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all Improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances

The Lease Premises may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

7. RULES, REGULATIONS, AND TAXES

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any Regulatory Agency. Occupancy or use of the Lease Premises provides no exemption from applicable regulations including, but not limited to, federal, state, county and local regulations, regulations promoting public health, safety, or welfare, building codes, zoning ordinances, and sanitation regulations. Lessee expressly acknowledges that Regulatory Agencies have jurisdiction over the Lease Premises unless such laws are in direct conflict with state law or public trust principles.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements. Lessee expressly acknowledges that issuance of this Lease does not substitute for, or provide preference in obtaining authorizations from other Regulatory Agencies.

(c) Taxes

(1) In addition to the rent due under this Lease, Lessee accepts responsibility for and shall pay any and all real and personal property taxes, including possessory interest taxes, assessments, special assessments, user fees, service charges, and other charges of any description levied, imposed on, assessed, or associated with the leasehold interest, Improvements on the Lease Premises, any business or activity occurring on the Lease Premises, the Lease Premises itself, or any portion thereof, levied by any governmental agency or entity. Such payment shall not reduce rent due Lessor under this Lease and Lessor shall have no liability for such payment.

(2) In the event that this Lease commences, terminates or expires during a tax year, Lessee shall pay the taxes for the period of such year during which this Lease was in effect.

(3) Any and all taxes and assessments and installments of taxes and assessments required to be paid by Lessee under this Lease shall be paid when due and the official and original receipt for the payment of such tax, assessment, or installment shall be delivered to Lessor upon request.

(4) Lessee shall indemnify and hold Lessor, the Lease Premises, and any Improvements now or hereafter located thereon, free and harmless from any liability, loss, or Damages resulting from any taxes, assessments, or other charges required by this Lease to be paid by Lessee and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

8. INDEMNITY

(a) Lessee's use of the Lease Premises and any Improvements thereon is at Lessee's sole and exclusive risk.

(b) In addition to any other obligation to indemnify Lessor as otherwise provided in this Lease, except to the extent caused by the sole negligence and/or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises. Lessee shall reimburse Lessor in full for all reasonable costs and attorneys' fees, specifically including, without limitation, any Damages arising by reason of: (1) The issuance, enjoyment, interpretation, Breach, or Default of this Lease; (2) The challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) The death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lease Premises, or with any of the Improvements or personal property on the Lease Premises; (4) The condition of the Lease Premises, or Improvements on the Lease Premises; (5) An act or omission on the Lease Premises by Lessee or any person in, on, or about the Lease Premises; (6) Any work performed on the Lease Premises or material furnished to the Lease Premises; (7) Lessee's failure to comply with any material legal or other requirement validly imposed on Lessee or the Lease Premises by a Regulatory Agency.

(c) The reimbursement provisions of this Paragraph 8 shall not apply to any claims, litigation, or other actions which may be brought by either Lessee or Lessor against each other.

(d) Nothing in this paragraph shall be construed as requiring that Lessor defend itself against all or any aspect of any challenge to

Form51.16 (Rev. 10/14)

this Lease or any associated environmental review. However, Lessee may take whatever legal action is available to it to defend this Lease or any associated environmental review against any challenge by a third party, whether or not Lessor chooses to raise a defense against such a challenge.

(e) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

9. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements.

(b) The insurance policy shall identify the Lease by its assigned number. The specific Improvements shall also be generally identified, as well as their location on state owned property. The coverage provided shall be primary and non-contributing. Lessee shall keep such policy current. Lessor shall be named as a "certificate holder" and/or an "additional interest" on the policy. Lessee shall provide Lessor with a current certificate of insurance at all times. At Lessor's request, Lessee shall provide a full copy of the current insurance policy, along with any and all endorsements or other such documents affecting the coverage. Lessor will not be responsible for any premiums or other assessments on the policy.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee shall notify Lessor within five (5) business days if the insurance is canceled for any reason.

10. SURETY BOND

(a) When required by Section 1 of this Lease, Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California, California State Lands Commission as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need for security. The surety bond or other security device may be increased on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of the bond or security is considered, or thirty (30) days' notice prior to the effective date of the increase, whichever provides more notice.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee must first seek approval of Lessor before changing the type of security device used, or the bond holder.

11. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(1) Notwithstanding the foregoing prohibition against transfer and assignment, the Lease may be transferred by Lessee if the transfer is caused by the death of a spouse and the full interest of the deceased spouse is transferred to a surviving spouse; or the transfer is caused by the dissolution of the marriage of Lessee and the full interest of one of the spouses is transferred to the other spouse. In the event of such a transfer, Lessor shall be notified in writing within 30 days of the transfer.

(2) Notice to Lessor of Successor Trustee(s): In the event this Lease is held in trust, and the Lessee is a trustee thereof, the substitution or succession of a new trustee shall not be an assignment or transfer for the purposes of this Paragraph. Lessee (and by operation of law, any successor trustee) agrees to provide prompt notice to Lessor of any succession or substitution of trustee in accordance with Paragraph 16(c) of General Provisions, no later than sixty (60) days after the named trustee as appears on the face of this Lease becomes unable or ceases to serve as trustee for any reason.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

- (1) If Lessee is a business entity, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of substantially all the assets of Lessee. If Lessee is a publicly traded entity, transfers of interests in Lessee shall not constitute an assignment requiring the consent of Lessor.
- (2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.
- (c) If this Lease is for sovereign lands appurtenant to adjoining littoral or riparian land, Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.
- (d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:
- (1) Give not less than 90 days' prior written notice to Lessor;
 - (2) Provide the name, complete business organization, operational structure, and formation documents of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee.
 - (3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;
 - (4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and
 - (5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.
 - (6) Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.
- (e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party. Lessor may reevaluate the rent, insurance and/or bond provisions of this Lease, and may condition its approval of the proposed assignment, sublease, hypothecation, mortgage, or other transfer on the party's acceptance of the new terms. Lessee's rights stated in this paragraph shall apply regardless of whether the proposed transfer coincides with a regular rent review period as stated in Section 3 Paragraph 3(c) above.
- (f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions imposed by a separately negotiated encumbrancing agreement.
- (g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during Lessee's tenancy.
- (h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7, 9, 11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all Defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary Defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary Defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

(i) In the event of any transfer or assignment, under this Paragraph 11 or by any other means authorized by this Lease, the Lease terms shall be for the remaining years existing on the Lease prior to the transfer or assignment. A transfer or assignment shall not extend the term of this Lease.

12. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a Default of this Lease:

- (1) Lessee's failure to make any payment of rent, royalty, or other consideration as required under this Lease; or
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease; or
- (3) Lessee's abandonment of the Lease Premises (including the covenant for continuous use as provided for in Paragraph 5(b)) during the Lease term; or
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements; or
- (5) The maintenance of the Lease Premises in violation of, or failure to comply with, any applicable provisions of any Regulatory Agency, Environmental Law, or maintenance of the Lease Premises in a condition constituting nuisance; or
- (6) Lessee's Failure to commence to construct and to complete construction of the Improvements authorized by this Lease within the time limits specified in this Lease.
- (7) Lessee is found to sublet or otherwise surrender daily management and control of the Lease Premises to a third party without the knowledge, expressed written consent or authorization of the Lessor.

(b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice shall constitute a Default of this lease. However, if the nature of Lessee's Default under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in Default if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Should Lessee Breach any term, covenant, or condition of this Lease under Paragraph 12(b) above three (3) times in any three hundred and sixty-five (365) day period, the third Breach will be a Default under this Lease and Lessor will be entitled to immediately terminate this Lease, and take other appropriate action. Lessor will provide written notice of each Breach as provided above, and provide written notice that future Breaches will constitute immediate Default with no cure period.

(d) Remedies

In the event of a Default by Lessee and Lessee's failure to cure such Default if such a cure period is applicable, Lessor may at any time and with or without notice do any one or more of the following in addition to any rights or remedies permitted by law:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises; or
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises by any lawful means. The termination shall not relieve Lessee of any obligation, monetary or otherwise, which has accrued prior to the date of termination. Such termination shall be effective upon Lessor's giving written notice and upon Lessee's receipt of such notice. Lessee shall immediately surrender possession of the Lease Premises to Lessor. Lessor shall be entitled to recover from Lessee all amounts to which Lessor is entitled pursuant to Section 1951.2 of the California Civil Code, or any other provision of law, including any necessary Repair, renovation, alteration, remediation, or removal of Improvements; or
- (3) Maintain this Lease in full force and effect and recover any rent, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises, subject to the conditions imposed by Cal. Civil Code § 1951.2; or

(4) Exercise any other right or remedy which Lessor may have at law or equity.

(e) Determination of Rental Value

If rent under this Lease is calculated as a percentage of Lessee's income attributable to the Lease Premises and Lessee abandons the Lease Premises during some or all of the applicable period, then the reasonable rental value shall be the percentage of proceeds Lessor would have received had Lessee operated the Lease Premises in the usual and customary manner.

(f) Waiver of Rights

The failure or delay of either party to exercise any right or remedy shall not be construed as a waiver of such right or remedy or any Breach by the other party. Lessor's acceptance of any rent shall not be considered a waiver of any preexisting Breach by Lessee other than the failure to pay the particular rent accepted regardless of Lessor's knowledge of the preexisting Breach at the time rent is accepted.

13. RESTORATION OF LEASE PREMISES AND ENVIRONMENTAL MATTERS

(a) Restoration of Lease Premises

(1) Upon expiration or sooner termination of this Lease, Lessee must immediately surrender possession of the Lease Premises to Lessor. Prior to the time of surrender, Lessee must remove all or any Improvements together with the debris and all parts of any such Improvements at its sole expense and risk, regardless of whether Lessee actually constructed or placed the Improvements on the Lease Premises; or Lessor, at its sole and absolute discretion, may itself remove or have removed all or any portion of such Improvements at Lessee's sole expense. Lessor may waive all or any part of this obligation in its sole discretion if doing so is in the best interests of the State.

(2) As a separate and related obligation, Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to the installation or construction of any Improvements. For purposes of this Lease, restoration includes removal of any landscaping; removal of any Hazardous Materials; and to the extent possible, undoing any grading, fill, excavation, or similar alterations of the natural features of the Lease Premises. Lessor may waive all or any part of this obligation in its sole and absolute discretion.

(3) Unless otherwise provided for in this Lease, Lessee shall submit to Lessor no later than one (1) year prior to the expiration of this Lease either: (a) an application and minimum expense deposit for a new lease for the continued use of the Lease Premises, or (b) a plan for the restoration of the Lease Premises to be completed prior to the expiration of the lease term together with a timeline for obtaining all necessary permits and conducting the work prior to the expiration of this Lease.

(4) In removing any or all Improvements, or conducting any restoration work, Lessee shall be required to obtain any permits or other governmental approvals as may then be required by any Regulatory Agency, including, without limitation, any Environmental Law.

(5) Lessor may, upon written notice, in its sole and absolute discretion, accept title to any or all Improvements at the termination of this Lease. Lessor shall notify Lessee that Lessor intends to take title to any or all Improvements within six (6) months of Lessee submitting a plan for restoration under Paragraph 13(a)(3)(b) above. If Lessor elects to take title to any such Improvements, Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such Improvements to Lessor free and clear of any liens, mortgages, loans, or any other encumbrances. Lessor shall not pay, and Lessee shall not be entitled to compensation for Lessor's taking title to such property.

(b) Environmental Matters

(1) Lessee's Obligations:

(i) Lessee will not use, occupy, or permit any portion of the Lease Premises to be used or occupied in violation of any Environmental Law. Lessee shall not manufacture or generate or store Hazardous Material on the Lease Premises unless specifically authorized under other terms of this Lease.

(ii) Lessee shall practice conservation of water, energy, and other natural resources.

(iii) Lessee shall notify Lessor and the appropriate governmental emergency response agency, or agencies immediately in the event of any release or threatened release of any Hazardous Material.

(2) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved Form51.16 (Rev. 10/14)

by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of Hazardous Material generated, used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency or agencies and shall further be responsible for removing or taking other appropriate remedial action regarding such Hazardous Material in accordance with applicable Environmental Law.

(3) Environmental Indemnity.

Lessee shall indemnify, defend, and hold Lessor and Lessor's, officer, appointees, volunteers, employees, agents, successors and assigns free and harmless from and against all Damages that may at any time be imposed upon, incurred by, or asserted or awarded against Lessor in connection with or arising from any Breach of Lessee's obligations hereunder; or out of any violation by Lessee of any Environmental Law; or resulting in the imposition of any lien or claim for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Materials on the Lease Premises during the Lessee's tenancy. This obligation shall include any prior leases between Lessor and Lessee and will continue through any periods Lessee is in holdover, unlawful detainer, or any subsequent month-to-month tenancies created by operation of law. Lessee's obligations hereunder will survive the expiration or sooner termination of this Lease.

(4) Violation of this section shall constitute grounds for termination of the Lease. Lessor, shall notify Lessee when, in Lessor's opinion, Lessee has violated the provisions of this section. Lessee shall immediately discontinue the conduct and respond within five (5) business days. Lessee shall take all measures necessary to remedy the condition.

14. QUITCLAIM

Lessee shall, upon the early termination of this Lease and at Lessor's request, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, Lessor may record a written notice reciting such failure or refusal. This written notice shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

15. HOLDING-OVER

(a) This Lease shall terminate without further notice upon the expiration of the term of this Lease. Lessee shall have removed any Improvements and completed any restoration as required by Lessor prior to the expiration of this Lease, and shall surrender possession of the Lease Premises. Any failure by the Lessee to remove Improvements, restore the Lease Premises, and/or surrender possession of the Lease Premises at the expiration or sooner termination of this Lease shall not constitute a renewal or extension and shall not give Lessee any rights in or to the Lease Premises or any part thereof except as expressly provided in this Lease. Lessee shall be deemed in unlawful detainer of the Lease Premises and Lessor shall be entitled to all resulting legal remedies.

(b) Lessor may, in its sole discretion, choose to accept Rent for the Lease Premises instead of immediately taking legal action to recover possession of the Lease Premises. Any tenancy created by operation of law on Lessor's acceptance of rent shall be deemed a month-to-month tenancy regardless of what sum or sums Lessee delivers to Lessor. Except as set forth below, any subsequent tenancy created in this manner shall be on the same terms, covenants, and conditions set forth in this Lease insofar as such terms, covenants, and conditions can be applicable to a month-to-month tenancy

(c) In recognition of the increased accounting, land management, and supervisory staff time required for month-to-month tenancies, the rent for each month or any portion thereof during such holdover period may be an amount equal to one hundred fifty percent (150%) of one-twelfth (1/12) of the total compensation for the most recent year paid. In the event this Lease does not require monetary compensation, Lessor shall have the right to establish rent based on the fair market value of the Lease Premises. The month-to-month tenancy may be terminated by Lessee or Lessor upon thirty (30) calendar days' prior written notice to the other.

16. ADDITIONAL PROVISIONS

(a) Waiver

(1) No term, covenant, or condition of this Lease and no omission, neglect, Default or Breach of any such term, covenant or condition shall be deemed to have been waived by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing. No delay or omission of Lessor to exercise any right or power arising from any omission, neglect, Default or Breach of term, covenant, or condition of this Lease shall be construed as a waiver or any acquiescence therein.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition; of any successive Breaches of the same term, covenant, or condition; or of any other Default or Breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence for this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

This Lease may be terminated and its term, covenants, and conditions amended, revised, or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The section and paragraph captions used in this Lease are for the convenience of the parties. The captions are not controlling and shall have no effect upon the construction or interpretation of this Lease.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

(j) Representations

Lessee agrees that no representations have been made by Lessor or by any person or agent acting for Lessor. Lessor and Lessee agree and acknowledge that this document contains the entire agreement of the parties, that there are no verbal agreements, representations, warranties or other understandings affecting this Lease, and Lessor and Lessee, as a material part of the consideration of this Lease, waive all claims against the other for rescission, damages, or otherwise by reason of any alleged covenant, agreement or understanding not contained in this Lease.

(k) Gender and Plurality

In this Lease, the masculine gender includes both the feminine and neuter, and the singular number includes the plural whenever the context so requires.

(l) Survival of Certain Covenants

All covenants pertaining to bond, insurance, indemnification, restoration obligations, Breach, Default, and remedies shall survive the expiration or earlier termination of this Lease until Lessee has fulfilled all obligations to restore the Lease Premises as required by this Lease.

(m) Counterparts

This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

(n) Delegation of Authority

Lessor and Lessee acknowledge Lessor as defined herein includes the Commission Members, their alternates or designees, and the staff of the Commission. The ability of staff of the Commission to give consent, or take other discretionary actions described herein will be as described in the then-current delegation of authority to Commission staff. All other powers are reserved to the Commission.

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NO. PRC _____

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent, or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE:

LESSOR:

**STATE OF CALIFORNIA
STATE LANDS COMMISSION**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ACKNOWLEDGEMENT

This Lease was authorized by the
California State Lands Commission on

(Month Day Year)

EXHIBIT A

PRC 9118.9

LAND DESCRIPTION

A strip of submerged land two and a half (2.5) feet in width, lying in the bed of the Scott Creek, situated in the City of Fremont, County of Alameda, State of California, the centerline of which is more particularly described as follows:

BEGINNING at a point on the intersection of the centerline of an existing 12 inch sanitary sewer pipeline in 30 inch steel case and the northerly line of Scott Creek, described in Parcel 3 in the Grant Deed to the State of California recorded December 1, 1983 as Series No. 83-225688, Official Records of Alameda County; thence along the centerline of said pipeline South 32°18'50" East, 72.14 feet, more or less, to the southerly line of Scott Creek described in said Grant Deed and being the POINT OF TERMINUS of said centerline.

The sidelines of said strip to be lengthened or shortened as to terminate at the northerly and southerly lines of Scott Creek described in said Grant Deed.

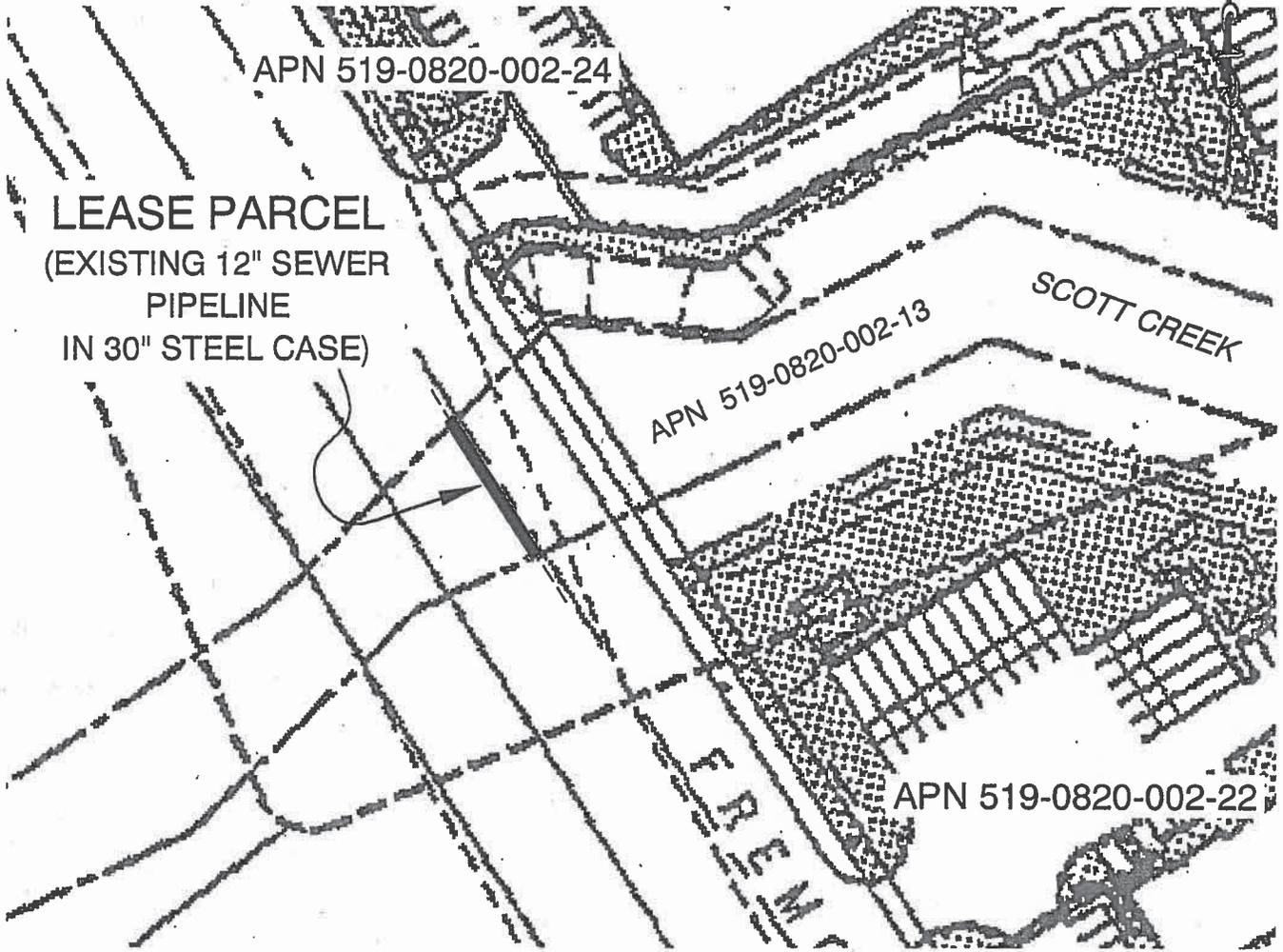
END OF DESCRIPTION

Prepared 06/22/2015 by the California State Lands Commission Boundary Unit.



NO SCALE

SITE



SCOTT CREEK AT FREMONT BLVD., CITY OF FREMONT

NO SCALE

LOCATION



This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

Exhibit B

PRC 9118.9
UNION SANITARY DISTRICT
APN 519-0820-002-13
GENERAL LEASE -
PUBLIC AGENCY USE
ALAMEDA COUNTY



TS 06/22/15



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: July 7, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager / District Engineer
Sami E. Ghossain, Manager of Technical Services
Rollie R. Arbolante, Customer Service Team Coach

SUBJECT: Agenda Item No. 14 - Meeting of July 13, 2015
Resolution No. _____ Accept a Sanitary Sewer Easement from the Alameda County Flood Control and Water Conservation District located near Fremont Boulevard and Lakeview Boulevard in the City of Fremont

Recommendation

Accept one sanitary sewer easement from the Alameda County Flood Control and Water Conservation District by adoption of resolution.

Background

The Crossings development is located at the southernmost portion of the District's service area and includes the new construction of three large industrial buildings and the extension of Fremont Boulevard to Dixon Landing Road and the border of the city of Milpitas. A location map is attached. In order for the District to serve the development, new sewer lines were constructed that extend from the existing sewers on Fremont Boulevard and Lakeview Boulevard. The new 12-inch sewer line continues south along Fremont Boulevard, under and across an Alameda County Flood Control and Water Conservation District (ACFC) channel and across Scott Creek, which is considered State Lands managed by the State Lands Commission (SLC). Within the channel and creek crossing limits, the new 12-inch sewer is protected within a 30-inch steel casing.

In order to accept the new sewer main within the ACFC channel, District staff negotiated a grant of easement with the ACFC. The sewer lines were constructed per District standard specifications and the ACFC has provided the grant of easement for the Board's acceptance. A recommendation for authorizing the General Manager to execute a lease agreement with the SLC will be presented to the Board under a separate agenda item during the regularly scheduled meeting of July 13, 2015.

District staff has reviewed the grant deed, legal description, and plat and recommends approval.

PRE/SEG/RRA:ks

Attachments: Location Map
Resolution
Grant of Easement

Location Map

for The Crossings



Legend

- Sewer Mains
- Sewer Sheet Pile History
- Sewer Manholes
- Manhole
- Riser
- Cap
- Lamphole
- Other types
- Sewer Laterals (TV)
- Dead Lateral
- Lateral
- Sewer Laterals
- Sewer Mains Historical
- Sewer Manholes Historical
- Streets
- Parcels
- Lakes
- 2009 Aerial Photo



For USD use only

Disclaimer:
 The information on this map is provided by Union Sanitary District (USD) for internal use only. Such information is derived from multiple sources which may not be current, be outside the control of USD, and may be of indeterminate accuracy. The information provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk.



RESOLUTION NO. _____

**ACCEPTANCE OF ONE SANITARY SEWER EASEMENT
LOCATED AT FREMONT BOULEVARD AND ALAMEDA COUNTY FLOOD
CONTROL ZONE 6 CHANNEL B IN
FREMONT, CA**

RESOLVED: That the Board of Directors of the UNION SANITARY DISTRICT hereby accepts the easement deed granted by the Alameda County Flood Control and Water Conservation District and described by the legal description attached as Exhibit A.

Attachment – Exhibit A

On motion duly made and seconded, this resolution was adopted by the following vote on July 13, 2015:

AYES:

NOES:

ABSENT:

ABSTAIN:

MANNY FERNANDEZ
President, Board of Directors
Union Sanitary District

Attest:

TOM HANDLEY
Secretary, Board of Directors
Union Sanitary District

Recording Requested By:

Union Sanitary District

And When Recorded Mail To:

Union Sanitary District
P. O. Box 5050
Union City, CA 94587-2508

Documentary Transfer Tax \$~~Exempt~~
Alameda County Flood Control and Water Conservation District

By: _____
City of Fremont

Recording Fee \$0.00 Govt. Code 27383

Space Above This Line For Recorder's Use

GRANT OF EASEMENT
(Sanitary Sewer)

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, GRANTOR,

does hereby GRANT unto

UNION SANITARY DISTRICT, a public sanitary district, GRANTEE,

a perpetual, non-exclusive easement for sanitary sewer purposes and incidents thereto in, under, through, and across the following described real property:

FOR DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO. (No. 8290)

Together with the right and privilege of constructing, reconstructing, cleaning, repairing and maintaining the sanitary sewer facilities therein subject to the following terms and conditions to wit:

- A The sum being paid for the conveyance of said easement is \$5,000.00.
- B The construction, operation, maintenance, repair and replacement of the sanitary sewer structures and installations appurtenant thereto, upon the aforesaid real property, shall be the sole responsibility of the GRANTEE and GRANTEE, its successors and assigns, its agents and employees, workers and contractors in performing the aforesaid activities shall utilize the route across GRANTOR's property to cause the least practicable damage and inconvenience to GRANTOR.
- C GRANTEE and its successors and assigns shall defend, indemnify and hold harmless GRANTOR from any and all claims, loss, liability, injury or damages (including reasonable attorney's fees and costs) which are incurred by GRANTOR by reason of or arising from or in connection with GRANTEE's use of said real property and the sanitary sewer facility therein.

- D GRANTEE is held harmless from and against any and all costs, expenses, losses, damages, liability claims and causes of action, liability for damages, injury to or death of any persons which shall in any way arise out of or be connected with GRANTOR's use of the real property encumbered by said easement.
- E GRANTEE agrees to repair any and all damages to GRANTOR's flood control facilities caused by GRANTEE's use of said property and should GRANTEE fail, neglect, refuse to repair such damage, GRANTOR may perform such repairs at GRANTOR's expense which expense GRANTEE agrees to pay GRANTOR upon demand.
- F GRANTOR reserves the right for itself and its tenants, invitees, visitors, guests, agents, employees and contractors to use said easement so long as such use does not unreasonably interfere with GRANTEE's use and enjoyment of the easement rights herein conveyed.
- G Except in emergencies, GRANTEE shall not enter upon the adjacent property of GRANTOR or make any major additions or modifications or reconstruct the sanitary sewer pipeline(s) installed therein without securing the standard form encroachment permit from GRANTOR who shall issue said permit within three (3) working days, if possible, at no cost to GRANTEE and the issuance thereof shall not be unreasonably withheld and said encroachment permit shall require GRANTEE to restore as near as possible the surface of the ground to a condition equivalent prior to the issuance of the encroachment permit.
- H GRANTOR reserves the right to convey easement rights to others so long as such easement(s) do not conflict or interfere with GRANTEE's easement rights herein conveyed, but prior to making such a conveyance, GRANTOR will secure GRANTEE's written concurrence which shall not be unreasonably withheld.
- I In the event the easement area is not used by GRANTEE for a consecutive period of twenty-four (24) months, said non-use shall constitute abandonment, and said area shall revert to GRANTOR, and GRANTEE will furnish GRANTOR, at no cost, a quitclaim to said area so abandoned by GRANTEE.
- J GRANTOR reserves the right to use the area beneath the surface of and above the easement area for flood control and related purposes not in conflict with the easement rights being granted herein. If GRANTOR's flood control use requires the adjustment of any or all of the sanitary sewer pipeline(s) facilities therein or the protection of the same to prevent interference to GRANTOR's use for flood control purposes, GRANTEE, on a one time only basis, will make such adjustments or relocation at GRANTOR's request and at no cost to GRANTOR utilizing the most economical solution as mutually agreed upon by GRANTEE and GRANTOR. However, GRANTOR will not require GRANTEE to relocate any or all of the sanitary sewer pipelines(s) facilities if such adjustment or relocation will require a change in elevation from the pipeline's current elevation shown on the attached Exhibit "B", will not meet GRANTEE's minimum slope requirements for a gravity pipelines, or require a relocation outside of the easement area described in Exhibit "A".
- K GRANTEE shall not assign the easement rights herein conveyed to another without the express written permission of GRANTOR, which shall not be unreasonably withheld.

- L GRANTEE shall have the right to mark the location of said easement area and any underground sanitary sewer pipeline(s) facilities therein by suitable markers provided that said markers shall be placed on fences or other locations in the ground, which will not interfere with GRANTOR's use of the easement area for flood control purposes.
- M GRANTOR, its successors and/or assigns, shall not place or permit to be placed, on the hereinafter described easement any building or structure, but GRANTOR reserves the right to cultivate the easement area in a manner consistent with GRANTEE's use; however, such use by GRANTOR shall not include the planting of trees.
- N Acceptance and recordation of the Grant of Easement by GRANTEE shall signify GRANTEE's acceptance of the terms and conditions of the conveyance.

IN WITNESS WHEREOF, the Director of Public Works, duly authorized, does execute this Grant of Easement upon his finding that the conveyance of said easement is in the public interest and said easement will not substantially conflict or interfere with GRANTOR's use of the real property hereinabove described. (Gov't Code 25526.6; ACFC&WCD Ord. No. 0-85-11).

Date: May 25, 2015

ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Approval Recommended



Beth Perrill
Supervising Right of Way Agent
Alameda County Flood Control
and Water Conservation District

By: 

Daniel Woldesenbet, Ph.D. P.E.
Director of Public Works

Zone 6, Line B
No. 8290
Map: RF-2123
APN: 519-0820-002-01 (Por.)

EXHIBIT "A"

ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT DESCRIPTION

**ZONE 6, LINE B
GRANT OF SEWER EASEMENT TO UNION SANITARY DISTRICT**

MAP: RF-2169
APN: 519-0820-002-01 (Por.)

DESC. NO.: 8290
DATE: January 14, 2015

All that certain real property situate in the City of Fremont, County of Alameda, State of California, described as follows:

Being a portion of the lands of the Alameda County Flood Control and Water Conservation District (ACFC & WCD) as described in Exhibit A of the Final Judgment in Condemnation, recorded June 21, 1960, on Reel 111, at Image 288, Series AR72212, Official Records of Alameda County, more particularly described as follows;

A strip of land 20.00 feet wide, the centerline of which is described as follows:

COMMENCING at the intersection of the center line of Lakeview Boulevard with the center line of Fremont Boulevard as said intersection is shown on the map of Tract 5187, recorded June 11, 1984 in Book 145 of Maps at Pages 6 through 16, Official Records of Alameda County, said point being marked by a standard City of Fremont well monument and brass disk stamped LS 3936 as shown on said map of Tract 5187, through which a radial line bears North 42°24'08" East;
thence southeasterly along the centerline of Fremont Boulevard, 88 feet wide, along a tangent curve to the right, having a radius of 800.00 feet, through a central angle of 25°20'53", an arc length of 353.92 feet to a point on the northwesterly line of said lands of ACFC & WCD (AR72212);
thence along said line South 67°44'40" West, 4.67 feet the **ACTUAL POINT OF BEGINNING**;
thence South 23°39'43" East, 129.00 feet to a point on the southeasterly line of said lands of ACFC & WCD (AR72212)

Containing 2,580 square feet, more or less

END OF DESCRIPTION

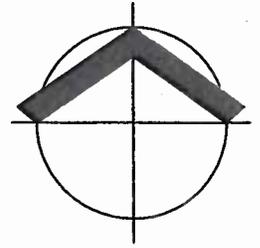
Prepared by me or under my direction in January of 2015 at the request of the City of Fremont.

D. Ian Wilson 1/21/2015

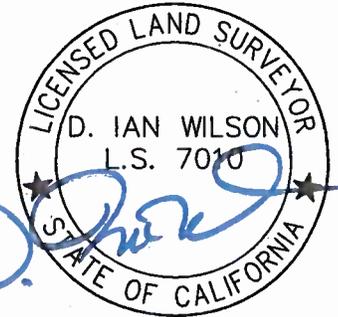
D. Ian Wilson, PLS

Date

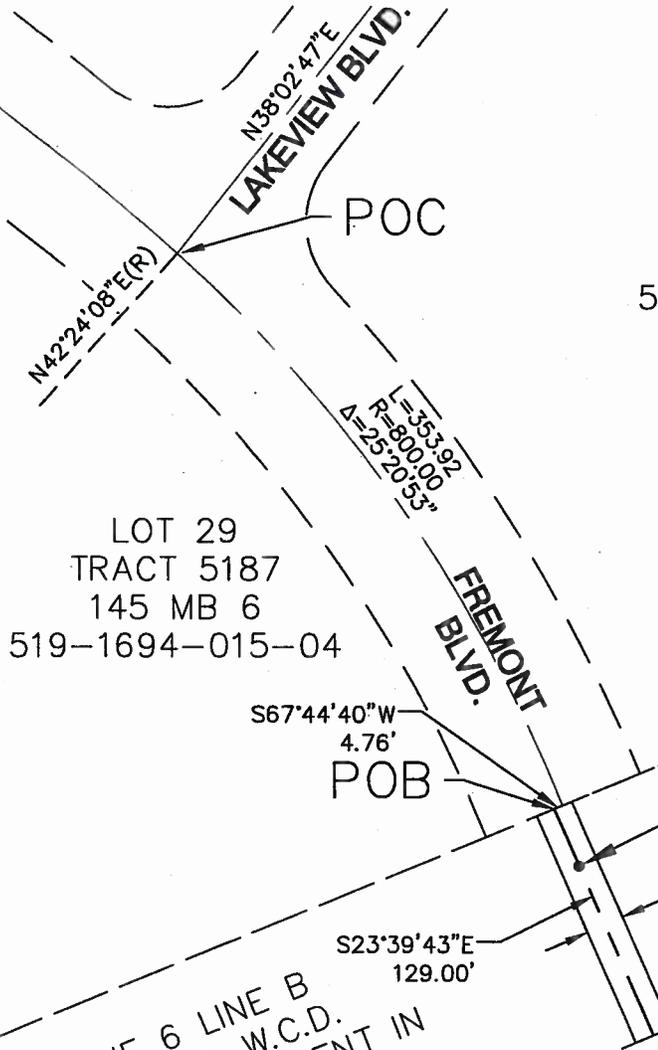




LOT 28
TRACT 5187
145 MB 6
519-1694-014-00



1.20.2015

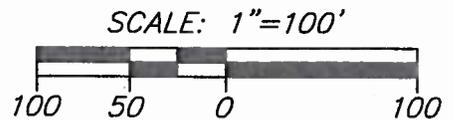


LOT 29
TRACT 5187
145 MB 6
519-1694-015-04

8290

PARCEL 1 PER GRANT DEED
SERIES 2013-098220
APN 519-0820-002-24

ZONE 6 LINE B
A.C.F.C. & W.C.D.
PER FINAL JUDGEMENT IN
CONDEMNATION
RE 111 IM 288



FILE: \\S:\25960000\Survey\Legal Descriptions\North Bridge Easement\9960-USD_NORTH BRIDGE EASEMENT PLAT.dwg DATE: Jan 20, 2015 - 11:35AM USER: Ian Wilson



SACRAMENTO
701 UNIVERSITY AVENUE SUITE 200, SACRAMENTO, CA 95825
TEL: (916) 692-3100 FAX: (916) 923-6251
www.cardno.com

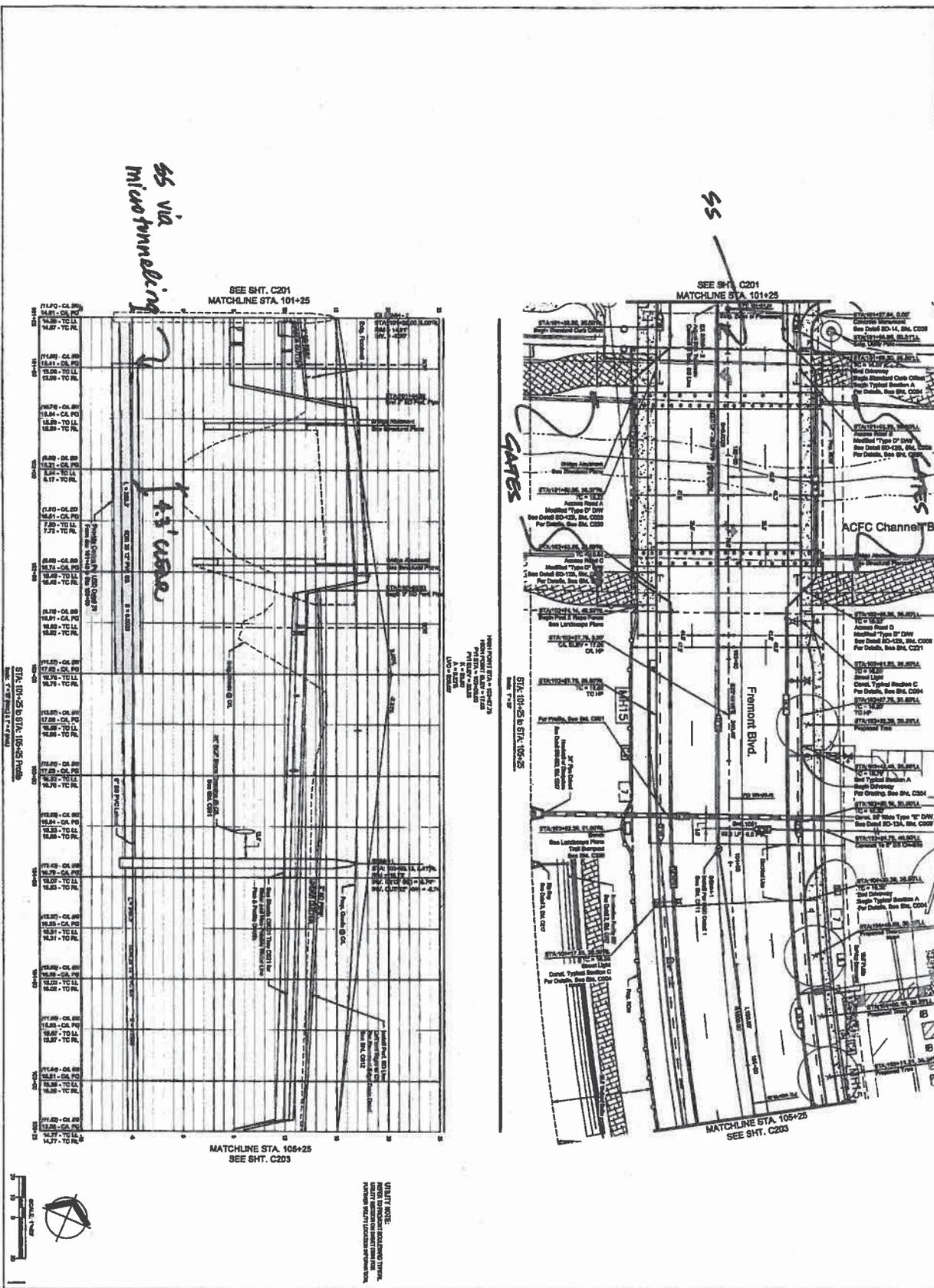
COUNTY OF ALAMEDA * PUBLIC WORKS DEPARTMENT

ZONE 6 LINE B
GRANT OF SEWER EASEMENT
ACFC & WCD TO USD

DRAWN: I. WILSON		CHECKED:		CHECKED: A. JORDAN		APPROVED:	
DESIGNED:		APPROVED:		DATE 01-20-15	SCALE AS SHOWN	FILE NO. RF-2169	SHEET NO. 1 OF 1

SS via
microtunneling

SS



C202 PLAN & PROFILE REVISIONS DATE: 1/10/10 DRAWN: J. B. BROWN CHECKED: J. B. BROWN PROJECT # 108888 SHEET # 108888		DATE: _____ DESCRIPTION: _____ BY: _____	Fremont Blvd Sta 101+25 To Sta 105+25 THE CROSSINGS @ 880 - FREMONT BLVD. OVERTON MOORE PROPERTIES FREMONT, CALIFORNIA	 SACRAMENTO 201 LAWRENCE AVENUE, SUITE 200 SACRAMENTO, CA 95834 TEL: (916) 486-0700 FAX: (916) 486-0271 www.cardno.com
		TITLE NOTE: THESE DRAWINGS SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED THEREON. ANY OTHER USE IS STRICTLY PROHIBITED.		



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: July 1, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer

SUBJECT: Agenda Item No. 15 - Meeting of July 13, 2015
Election of Officers for the Board of Directors for FY 2016

Recommendation

Boardmembers confirm the selection of the offices of President, Vice President, and Secretary for Fiscal Year 2016, in accordance with the attached policy.

Background

The current policy was approved by the Board in October 2013, and provides for the offices of President, Vice President, and Secretary. It further states that annually, nominations will be made for each office, and secret ballots shall be cast for each office separately, with the vote of the majority of Directors of the Board required for election. The Board may choose to waive the requirement for secret ballot and conduct elections by voice vote.

Apparent past practice during election years was to swear in new and re-elected Boardmembers, followed immediately by the selection of the Board officers. During non-election years, the selection of the Board officers was considered after the last motion item on the agenda. It would be staff's recommendation to continue with this practice, however it is the Board's discretion to modify this procedure.

Historically, the Board has followed a rotation of officers, where Vice President becomes President, Secretary becomes Vice President, and the 4th member in rotation becomes Secretary. At present, Director Toy is Vice President, Director Handley is Secretary, and Director Kite is the 4th member in the rotation.

In an attempt to simplify the process staff recommends Director Fernandez, who has served as President for the past year, adjourn the July 13, 2015, Board meeting. Staff further recommends the newly elected Board officers assume their duties immediately following the meeting.

Attachment: Board Policy 3070.2, Boardmember Officers and Committee Membership

Effective: 10/14/13	Boardmember Officers and Committee Membership	Policy Number 3070.2 Page 1 of 3
------------------------	--	--

Policy

Selection of Board Officers will be held annually at the first regular meeting in the month of July. No later than the second regular meeting in July of each year, Committee memberships will be established.

Purpose

To provide a written record of the procedure approved by the Board for electing its Officers and establishing its committee memberships.

Procedure

Board Officers

1. The Officers are President, Vice President, and Secretary. Term of office shall be for one year.
2. The President shall preside over the meetings of the Board of Directors and be responsible for the following:
 - a. maintaining order and following the published agenda
 - b. ensuring Boardmembers are allowed to participate in discussions
 - c. allowing the public to speak on agenda items
 - d. facilitating dialog among the public, staff, and Boardmembers
 - e. appointment of members of the Board of Directors to Committee assignments
 - f. signing resolutions, ordinances, and construction contracts on behalf of the District
 - g. representing the Board of Directors on issues or at events as designated by the full board

The Vice President shall fulfill the duties of the President when the President is absent or otherwise unavailable.

The Secretary shall ensure the recording of the minutes of the Board of Directors meetings and sign the adopted Minutes, shall sign all Resolutions and Ordinances passed by the District, and shall serve as Vice President when the Vice President is absent or otherwise unavailable. If the President and Vice President are both absent, and a quorum is present, the Secretary shall serve as the Board President.

3. Annually, at the first regular meeting in July, nominations will be made for each officer, and secret ballots shall be cast for each office separately, with the vote of the majority of Directors of the Board required for election. In the event no nominee receives a majority vote in the first ballot, the nominee having the least votes shall be dropped from the ballot and additional ballots successively cast, as necessary, to produce a majority vote. The Board may choose to waive the requirement for secret ballot and conduct election by voice vote.

Board Committee Memberships—Internal Standing and Ad Hoc Committees

1. Annually, following the election of Board officers, Directors are responsible for letting the President know their interest in serving on internal standing and ad hoc committees (listed under Nos. 3 and 4).
2. The President will appoint Directors to the internal standing and ad hoc committees. Notice of internal committee membership appointments will be contained in an information item to the Board at the second regular meeting in July.
3. Internal standing committees are: Budget and Finance; Construction; Legal/Community Affairs; Legislative; Personnel, and Audit Committee.
4. Ad Hoc committees are called as needed.

Representatives — Board External Commissions/Committees

1. The Board of Directors will elect the representatives for the External Committees no later than the first meeting of the Board of Directors in June, so that the representatives may be seated for the first meeting of the new fiscal year. Secret ballots shall be cast for representatives and alternates to external commissions and committees (listed under No. 2 below).
2. External commissions/committees include: the EBDA Commission; the Joint Powers Authority for Geographic Information Systems; and the Alameda County Chapter of the California Special Districts Association.
3. Directors interested in external representative or alternate to commissions/committees are to make their wishes known. Following which, secret ballots shall be cast separately, with each Boardmember voting for the representative to each group listed above under No. 2. The Director receiving the highest number of votes will be the representative. If there is not a clear majority, the nominee having the least number of votes shall be dropped from the ballot, and additional ballots successively cast, as necessary, to produce a majority vote. This process will then be repeated for the alternate representative. The Board may choose to waive the requirement for secret ballot and conduct the selection by voice vote.

Management Responsibility

The General Manager will be responsible for scheduling on the Board agenda, the election of External Committee representatives by early June, and the election of Board Officers at the first regular meeting in July. The GM will provide a list of current committee memberships to the new President and blank ballot forms for election use as needed. The General Manager will also be responsible for scheduling on the Board agenda the announcement of committee appointments at the second regular meeting in July.

Supersedes Policy Dated: July 2004, September 2005, January 2008, September 2010

Approved by: Board of Directors October 14, 2013
Reviewers: General Manager, Board of Directors, District's attorney
Notify Person: General Manager
Review frequency: Every 3 years
Next Review: October 2016

**UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158032	6/25/2015	800394.10	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II	\$236,374.25	\$276,874.25
	6/25/2015	800311.28		BOYCE ROAD LIFT STATION	\$40,500.00	
158065	6/25/2015	64001	RANGER PIPELINES INC	NEWARK BACKYARD SS RELOCATION - PHASE 2	\$194,364.30	\$194,364.30
158137	7/2/2015	36072	DW NICHOLSON CORP	COGENERATION PROJECT	\$120,491.35	\$120,491.35
158005	6/25/2015	201300827	COVELLO GROUP INC	COGENERATION PROJECT	\$8,163.50	\$77,196.46
	6/25/2015	201303513		THICKENER CONTROL BUILDING IMPROVEMENTS PHASE II	\$40,481.21	
	6/25/2015	20150062R		NEWARK BACKYARD SS RELOCATION - PHASE 2	\$28,551.75	
157937	6/18/2015	140224	CAROLLO ENGINEERS	PUMP STATION MASTER PLAN	\$22,844.42	\$62,218.43
	6/18/2015	141362		THICKENER CONTROL BUILDING IMPROVEMENTS PHASE II	\$39,374.01	
158134	7/2/2015	142249	CAROLLO ENGINEERS	FREMONT & PASEO PADRE LS IMPROVEMENTS	\$30,603.42	\$61,580.55
	7/2/2015	142180		PUMP STATION MASTER PLAN	\$17,454.92	
	7/2/2015	141989		HIGH SPEED AERATION BLOWER	\$13,522.21	
158077	6/25/2015	30103401	SYNAGRO WEST LLC	MAY 2015 BIOSOLIDS DISPOSAL	\$55,492.82	\$55,492.82
158056	6/25/2015	380420150610	PACIFIC GAS AND ELECTRIC	SERV TO 06/01/15 CHERRY ST PS	\$246.37	\$55,389.66
	6/25/2015	170120150610		SERV TO 05/21/15 PLANT	\$55,143.29	
158059	6/25/2015	973745	POLYDYNE INC	45,220 LBS CLARIFLOC C-6267	\$49,742.00	\$55,365.20
	6/25/2015	972747		42,600 LBS CLARIFLOC WE-539	\$5,623.20	
158150	7/2/2015	117198	R-2 ENGINEERING INC	1 MOYNO PUMP ASSEMBLY	\$45,999.23	\$45,999.23

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157980	6/18/2015	4240	WINNER CHEVROLET INC	1 2015 CHEVROLET TRUCK SILVERADO	\$44,704.55	\$44,704.55
158011	6/25/2015	36061	DW NICHOLSON CORP	PRIMARY DIGESTER #5 REHABILITATION	\$43,423.10	\$43,423.10
158083	6/25/2015	41500833	UNICO MECHANICAL CORP	REPAIR OVERHAUL BLOWER 7	\$41,771.16	\$41,771.16
158094	6/25/2015	2027403	WEST YOST & ASSOCIATES	NEWARK BACKYARD SS RELOCATION - PHASE 2	\$3,837.50	\$38,903.46
	6/25/2015	2027399		ALVARADO-NILES ROAD SS REHABILITATION	\$1,085.91	
	6/25/2015	2027402		PINE STREET EASEMENT	\$18,159.80	
	6/25/2015	2027400		PLANT FACILITIES IMPROVEMENTS	\$9,718.25	
	6/25/2015	2027397		JARVIS AVENUE SS REPLACEMENT (MISC SS SPOT REPAIRS - PH	\$5,454.50	
	6/25/2015	2027398		NEWARK BACKYARD SS RELOCATION - PHASE 2	\$78.50	
	6/25/2015	2027401		UPPER HETCH HECTCHY SS REHABILITATION	\$569.00	
158040	6/25/2015	9017454496	KEMIRA WATER SOLUTIONS, INC.	8.06 DRY TONS FERROUS CHLORIDE	\$5,295.42	\$30,708.18
	6/25/2015	9017451332		7.74 DRY TONS FERROUS CHLORIDE	\$5,085.18	
	6/25/2015	9017453689		7.97 DRY TONS FERROUS CHLORIDE	\$5,236.29	
	6/25/2015	9017452275		7.59 DRY TONS FERROUS CHLORIDE	\$4,986.63	
	6/25/2015	9017450799		7.75 DRY TONS FERROUS CHLORIDE	\$5,091.75	
	6/25/2015	9017452798		7.63 DRY TONS FERROUS CHLORIDE	\$5,012.91	
158057	6/25/2015	201506	NICHOLAS J PEROS	SCADA MASTER PLAN & SCADA STANDARDS	\$30,153.30	\$30,153.30

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157964	6/18/2015	892820150603	PACIFIC GAS AND ELECTRIC	SERV TO 06/02/15 HAYWARD MARSH	\$57.97	\$26,861.11
	6/18/2015	898220150603		SERV TO 06/02/15 FREMONT PS	\$315.46	
	6/18/2015	761520150604		SERV TO 05/29/15 NEWARK PS	\$23,662.89	
	6/18/2015	096020150603		SERV TO 06/02/15 CATHODIC PROJECT	\$60.68	
	6/18/2015	013720150608		SERV TO 06/07/15 BOYCE RD PS	\$2,504.27	
	6/18/2015	666720150603		SERV TO 06/02/15 PASEO PADRE PS	\$234.10	
	6/18/2015	140120150608		SERV TO 06/04/15 IRVINGTON PS	\$25.74	
157947	6/18/2015	227110	CITY OF FREMONT	SACGISA	\$22,684.52	\$22,684.52
157987	6/25/2015	5119120	ALL INDUSTRIAL ELECTRIC SUPPLY	1 CHEESE PROJECT ELECTRICAL	\$182.58	\$20,120.30
	6/25/2015	5117943		ASTD PARTS & MATERIALS	\$180.11	
	6/25/2015	5118543		2 GE CHARGING STATIONS	\$8,844.00	
	6/25/2015	5118157		6 COMM BOXES FOR REMOTE SITES	\$10,913.61	

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158085	6/25/2015	689936	UNIVAR USA INC	4,961 GALS SODIUM HYPOCHLORITE	\$2,303.44	\$19,088.23
	6/25/2015	687997		5,100 GALS SODIUM HYPOCHLORITE	\$2,367.99	
	6/25/2015	689937		5,021 GALS SODIUM HYPOCHLORITE	\$2,331.29	
	6/25/2015	686249		10 BAGS SODA ASH LITE	\$393.26	
	6/25/2015	685983		5,022 GALS SODIUM HYPOCHLORITE	\$2,331.77	
	6/25/2015	687795		5,021 GALS SODIUM HYPOCHLORITE	\$2,331.29	
	6/25/2015	688041		5,020 GALS SODIUM HYPOCHLORITE	\$2,330.83	
	6/25/2015	688064		5,019 GALS SODIUM HYPOCHLORITE	\$2,330.37	
	6/25/2015	689965		5,100 GALS SODIUM HYPOCHLORITE	\$2,367.99	
157981	6/25/2015	63887	3T EQUIPMENT COMPANY INC	20 PIPEPATCH KIT - WINTER	\$11,913.00	\$17,557.16
	6/25/2015	63858		REPAIR NOVA STAR CAMERA	\$4,575.65	
	6/25/2015	63835		1 BLADDER REPAIR	\$1,068.51	
158109	6/30/2015	89282	DEGENKOLB ENGINEERS	SEISMIC STUDY	\$16,500.00	\$16,500.00
157976	6/18/2015	533620150522	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD STMT - MAY 2015	\$15,808.55	\$15,808.55
158154	7/2/2015	19959	RMC WATER AND ENVIRONMENT	ALVARADO TREATMENT PLANT SITE USE STUDY	\$12,740.50	\$14,921.50
	7/2/2015	19965		OLD ALAMEDA CREEK NPDES PERMIT RENEWAL	\$2,181.00	
158110	6/30/2015	902187734	EVOQUA WATER TECHNOLOGIES	2,860 GALS HYDROGEN PEROXIDE	\$13,339.04	\$13,339.04
157945	6/18/2015	902181365	EVOQUA WATER TECHNOLOGIES	2,716 GALS HYDROGEN PEROXIDE	\$12,667.42	\$12,667.42
158033	6/25/2015	800394.10E	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II - ESCROW PYMT	\$12,440.75	\$12,440.75

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158001	6/25/2015	28961	COLANTUONO HIGHSMITH & WHATLEY	PROP 218 ADVICE	\$11,957.50	\$11,957.50
158012	6/25/2015	42223121	EATON CORP	1 PXG900E GATEWAY RABBIT CARD REPLACEMENTS	\$11,787.60	\$11,787.60
158054	6/25/2015	000720150602	DAVID M O'HARA ATTY AT LAW	LEGAL SVCS- TRANSITION	\$3,160.50	\$10,858.00
	6/25/2015	86420150602		GENERAL LEGAL - MAY 2015	\$7,403.50	
	6/25/2015	97720150602		CIP LEGAL - MAY 2015	\$294.00	
157998	6/25/2015	64714	CDW GOVERNMENT LLC	8 FIBER PATCH CORDS	\$186.41	\$9,753.78
	6/25/2015	99254		1 SMARTNET FOR R&R	\$9,567.37	
158113	6/30/2015	17981	FUTURE INDUSTRIAL TECHNOLOGIES	BACKSAFE TRAINING	\$8,555.50	\$8,555.50
157942	6/18/2015	14065	EEC ENVIRONMENTAL INC	CWT & PRETREATMENT PROGRAM ASSISTANCE	\$7,947.60	\$7,947.60
157956	6/18/2015	1505020515	KELLCO SERVICES INC	HAZMAT TESTING - FLS&PPLS	\$7,830.00	\$7,830.00
158013	6/25/2015	14133	EEC ENVIRONMENTAL INC	CWT & PRETREATMENT PROGRAM ASSISTANCE	\$6,843.42	\$6,843.42
158014	6/25/2015	18235	EL CAMINO PAVING, INC	PAVING FOR AC BERM & AC PAD-CHARGING STATION	\$6,750.00	\$6,750.00
157995	6/25/2015	530643	BRENNTAG PACIFIC, INC.	1410 LBS SODIUM HYDROXIDE	\$779.21	\$6,588.47
	6/25/2015	528895		2564 LBS SODIUM HYDROXIDE	\$1,416.95	
	6/25/2015	528896		5128 LBS SODIUM HYDROXIDE	\$2,833.89	
	6/25/2015	530644		2820 LBS SODIUM HYDROXIDE	\$1,558.42	
158075	6/25/2015	2555	SIGNET TESTING LABS INC	NEWARK BACKYARD SS RELOCATION - PHASE 2	\$3,221.00	\$6,582.00
	6/25/2015	2511		NEWARK BACKYARD SS RELOCATION - PHASE 2	\$3,361.00	
157949	6/18/2015	91870	GHD INC	BOYCE ROAD LIFT STATION	\$6,504.75	\$6,504.75

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158041	6/25/2015	2548	KOFF & ASSOCIATES	RECRUITMENT EXPENSES - HUMAN RESOURCES ADMINISTRATOI	\$6,300.00	\$6,300.00
158055	6/25/2015	XCTZ000	PACHECO BROTHERS GARDENING INC	LANDSCAPE MAINTENANCE SERVICES JUNE 2015	\$1,365.00	\$6,245.00
	6/25/2015	XTCZ00P		WEED ABATEMENT WORK JUNE 2015	\$915.00	
	6/25/2015	815888		WEED ABATEMENT AT IPS & NPS	\$3,965.00	
157943	6/18/2015	318	EOFF MANUFACTURING	COGEN WORK PLATFORMS	\$6,212.80	\$6,212.80
158079	6/25/2015	20082614	TELEDYNE INSTRUMENTS INC	1 REFRIGERATED SAMPLER & 1 BOTTLE CONFIGURATION	\$6,099.50	\$6,099.50

UNION SANITARY DISTRICT
 CHECK REGISTER
 6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158007	6/25/2015	256146	CURTIS & TOMPKINS LTD	2 LAB SAMPLE ANALYSIS	\$315.00	\$6,085.00
	6/25/2015	256189		4 LAB SAMPLE ANALYSIS	\$240.00	
	6/25/2015	256078		10 LAB SAMPLE ANALYSIS	\$235.00	
	6/25/2015	256250		10 LAB SAMPLE ANALYSIS	\$165.00	
	6/25/2015	256534		14 LAB SAMPLE ANALYSIS	\$990.00	
	6/25/2015	256143		5 LAB SAMPLE ANALYSIS	\$240.00	
	6/25/2015	256343		10 LAB SAMPLE ANALYSIS	\$120.00	
	6/25/2015	256210		6 LAB SAMPLE ANALYSIS	\$100.00	
	6/25/2015	256554		2 LAB SAMPLE ANALYSIS	\$40.00	
	6/25/2015	256605		4 LAB SAMPLE ANALYSIS	\$630.00	
	6/25/2015	256471		2 LAB SAMPLE ANALYSIS	\$315.00	
	6/25/2015	256512		4 LAB SAMPLE ANALYSIS	\$630.00	
	6/25/2015	256573		30 LAB SAMPLE ANALYSIS	\$495.00	
	6/25/2015	256183		10 LAB SAMPLE ANALYSIS	\$270.00	
	6/25/2015	256188		22 LAB SAMPLE ANALYSIS	\$1,300.00	
158053	6/25/2015	G75771	NORCAL KENWORTH BAY AREA	PERFORM CYLINDER CUT OUT TEST	\$5,830.69	\$5,830.69

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158029	6/25/2015	9751921074	GRAINGER INC	3 EA BEAKERS	\$128.90	\$5,741.50
	6/25/2015	9757469187		4 EA VIBRATION ISOLATORS	\$7.75	
	6/25/2015	9762416999		1 EA EAR MUFF	\$34.68	
	6/25/2015	9763013902		4 PR SAFETY/READING GLASSES & 2 EA CARGO STRAPS	\$124.33	
	6/25/2015	9763962868		1 EA MULTI-TOOL	\$182.74	
	6/25/2015	9740669230		6 EA HIGH PRESSURE SODIUM LAMPS	\$188.36	
	6/25/2015	9741772140		2 EA FIBERGLASS STEP LADDERS	\$596.77	
	6/25/2015	9763962850		1 EA NEEDLE NOSE PLIER	\$41.91	
	6/25/2015	9769066771		1 EA CHAIR	\$305.51	
	6/25/2015	9753111773		1 EA DRY ERASE BOARD	\$35.99	
	6/25/2015	9764525565		ASTD PARTS & MATERIALS	\$51.99	
	6/25/2015	9767220230		1 BOX EAR PLUGS	\$86.10	
	6/25/2015	9767220248		AST PATCH CORD & BUILDING WIRE	\$305.74	
	6/25/2015	9768199086		ASTD SMALL HAND TOOLS	\$314.69	
	6/25/2015	9758993183		4 EA VIBRATION ISOLATORS	\$7.75	
	6/25/2015	9763962843		7 EA ASTD LOCKING SOCKET ADAPTERS	\$183.85	
	6/25/2015	9764331741		ASTD PARTS & MATERIALS	\$108.95	
	6/25/2015	9745116641		1 EA DRILL & TAP BIT	\$15.16	
	6/25/2015	9764765377		1 EA PUMP REPAIR KIT	\$182.42	

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158029	6/25/2015	9767220222	GRAINGER INC	ASTD SAFETY SUPPLIES, CABLE TIES, AND PVC BALL VALVES	\$664.47	\$5,741.50
	6/25/2015	9754846740		3 EA CULTIVATORS	\$114.41	
	6/25/2015	9765056743		ASTD INLINE COUPLERS & INSERTS	\$76.41	
	6/25/2015	9741184106		5 EA WIRE MARKERS	\$405.81	
	6/25/2015	9758738893		ASTD SAFETY SUPPLIES	\$735.20	
	6/25/2015	9769525685		1 EA DC POWER SUPPLY & EXTENSION CORD	\$175.78	
	6/25/2015	9762035104		1 EA ANGLE PLUG	\$44.32	
	6/25/2015	9748823755		10 EA HASA SODA ASH	\$621.51	
158089	6/25/2015	4378	VON EUW TRUCKING	ASTD CONSTRUCTION MATERIAL	\$5,697.55	\$5,697.55
158122	6/30/2015	977166	POLYDYNE INC	42,040 LBS CLARIFLOC WE-539	\$5,549.28	\$5,549.28
158095	6/25/2015	3473338	WESTERN ENERGY SYSTEMS	8 SPARK PLUG SETS P7.1V6	\$5,332.36	\$5,332.36
158102	6/30/2015	201518	BLAKELY PICTURES INC.	USD TREATMENT PLANT VIDEO	\$5,150.00	\$5,150.00
158132	7/2/2015	862	AUTOMATED NETWORK CONTROLS	SCADA / PLC PROGRAMMING SERVICES	\$4,962.07	\$4,962.07
157975	6/18/2015	685648	UNIVAR USA INC	5,020 GALS SODIUM HYPOCHLORITE	\$2,330.83	\$4,662.60
	6/18/2015	685760		5,022 GALS SODIUM HYPOCHLORITE	\$2,331.77	
158080	6/25/2015	130766	TOTAL WASTE SYSTEMS INC	MAY 2015 GRIT DISPOSAL	\$4,143.78	\$4,143.78
158002	6/25/2015	1406	COMMERCIAL TRANSPORTATION SVCS	COMMERCIAL DRIVER TRAINING	\$4,100.00	\$4,100.00
158125	6/30/2015	7547663837	ROYAL WHOLESale ELECTRIC	ASTD PARTS & MATERIALS	\$3,630.33	\$3,630.33
158133	7/2/2015	11243090	BROWN & CALDWELL CONSULTANTS	ODOR CONTROL STUDY UPDATE	\$3,506.28	\$3,506.28

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157966	6/18/2015	150527	PROSAFE	32 HRS INSPECTIONS & 3 HRS SPCC	\$3,500.00	\$3,500.00
158034	6/25/2015	314942	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC FITTINGS	\$101.73	\$3,445.90
	6/25/2015	314986		1 EA 4" VALVE BUTTERFLY	\$634.18	
	6/25/2015	314558		ASTD PVC CONNECTORS & PIPE	\$1,163.10	
	6/25/2015	314941		ASTD PVC FITTINGS	\$890.68	
	6/25/2015	314642		ASTD PVC CONNECTORS & PIPE	\$458.04	
	6/25/2015	314787		ASTD PVC PARTS & MATERIALS	\$158.64	
	6/25/2015	314559		10 EA PVC ELBOWS	\$39.53	
158070	6/25/2015	7547662810	ROYAL WHOLESALE ELECTRIC	1 2MB CONTROLLER	\$3,421.70	\$3,421.70
157970	6/18/2015	21380	SERVICEWRKX	SERVICE REQUEST: REPLACE PILLOW BLOCK BEARING	\$904.50	\$3,404.62
	6/18/2015	21378		SERVICE REQUEST: CONDENSATE PAN CLEANING	\$504.69	
	6/18/2015	21431		SERVICE REQUEST: EF 5 MOTOR REPLACEMENT	\$1,995.43	
158147	7/2/2015	7762	PAN AMERICAN COLLISION CENTER	REFUND # 18189	\$3,300.00	\$3,300.00
158158	7/2/2015	20150701	VISION SERVICE PLAN - CA	JULY 2015 VISION STMT	\$3,204.93	\$3,204.93
158073	6/25/2015	445.5	SCHEIDEGGER & ASSOCIATES	STEVENSON COMMUNICATION TOWER PROJECT	\$3,090.00	\$3,090.00
158050	6/25/2015	40030111	MISSION COMMUNICATIONS LLC	MANHOLE MONITORING SERVICE RENEWAL	\$2,842.44	\$2,842.44
157932	6/18/2015	6610533	AT&T	SERV: 04/20/15 - 05/19/15	\$2,718.07	\$2,735.07
	6/18/2015	6616245		SERV: 04/20/15 - 05/19/15	\$17.00	
157951	6/18/2015	7919	GLADIATOR PLUMBING & REPIPE	REFUND # 18180	\$2,500.00	\$2,500.00

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158092	6/25/2015	7177	WARM SPRINGS CONSTRUCTORS	REFUND # 18193	\$2,500.00	\$2,500.00
158151	7/2/2015	140313	RAFTELIS FINANCIAL CONSULTANTS	SSC COST OF SERVICE STUDY	\$2,500.00	\$2,500.00
158120	6/30/2015	10949285	KRONOS INC	KRONOS IMPLEMENTATION: CONFIGURATION/TESTING/PROJ MGI	\$2,385.00	\$2,385.00
157971	6/18/2015	5600162022	SIEMENS INDUSTRY INC	2 SENSOR LIQ LVL SONIC PROBES	\$2,349.83	\$2,349.83
158127	6/30/2015	690598	UNIVAR USA INC	5,023 GALS SODIUM HYPOCHLORITE	\$2,332.23	\$2,332.23
158121	6/30/2015	33103428	MCMMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$1,929.59	\$2,175.69
	6/30/2015	33257637		2 EA PVC SADDLES	\$120.40	
	6/30/2015	33137353		ASTD PARTS & MATERIALS	\$125.70	
158103	6/30/2015	533024	BRENNTAG PACIFIC, INC.	3846 LBS SODIUM HYDROXIDE	\$2,125.41	\$2,125.41
157996	6/25/2015	329704	CALTROL INC	1 PRESSURE GAUGES	\$1,279.80	\$2,098.65
	6/25/2015	329504		1 PRESSURE GAUGES	\$818.85	
157997	6/25/2015	13205121417	CASA	2015 WHEELER INSTITUTE PLEDGE	\$2,000.00	\$2,000.00
158058	6/25/2015	3178	PIPELOGIX INC	ANNUAL SOFTWARE SUPPORT	\$1,980.00	\$1,980.00
157983	6/25/2015	7479426	ABC IMAGING, INC.	MISC SPOT REPAIRS PHASE VI	\$1,968.71	\$1,968.71

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158072	6/25/2015	1659462003	SAN LEANDRO ELECTRIC SUPPLY	3 CONDUIT PVC COATED 3/4 LL28-G	\$147.93	\$1,968.35
	6/25/2015	1656402004		30 SPRING NUT 1/4 INCH SS	\$213.20	
	6/25/2015	1656402002		ASTD PARTS & MATERIALS	\$731.61	
	6/25/2015	1656402003		ASTD PARTS & MATERIALS	\$235.17	
	6/25/2015	1659462001		ASTD PARTS & MATERIALS	\$85.60	
	6/25/2015	1659462002		ASTD PARTS & MATERIALS	\$554.84	
157959	6/18/2015	32289702	MCMMASTER SUPPLY INC	1 PACK O-RINGS	\$17.10	\$1,861.48
	6/18/2015	32006367		ASTD PARTS & MATERIALS	\$120.90	
	6/18/2015	32346769		ASTD PARTS & MATERIALS	\$913.35	
	6/18/2015	31788220		2 EA DIGITAL POCKET TIMERS	\$39.37	
	6/18/2015	32128226		ASTD PARTS & MATERIALS	\$770.76	
158042	6/25/2015	20150622	CONGNA LI	EXP REIMB: WEF BIOSOLIDS CONF--LODGING/AIRFARE/MEALS/TR	\$1,798.17	\$1,798.17
157952	6/18/2015	9748612323	GRAINGER INC	3 EA POTATO FORK	\$154.53	\$1,781.51
	6/18/2015	9738064584		1 EA PUSH BUTTON OPERATOR	\$144.22	
	6/18/2015	9739798214		1 EA NON-ILLUMINATED PUSH BUTTON	\$24.31	
	6/18/2015	9735807332		ASTD JANITORIAL SUPPLIES	\$59.45	
	6/18/2015	9739836228		ASTD PARTS & MATERIALS	\$1,553.53	
	6/18/2015	9758397724		CREDIT FOR 3 EA POTATO FORK	\$-154.53	

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158130	7/2/2015	20150701	ROLLIE ARBOLANTE	TRAVEL REIMB: OCT 2014 WEFTEC MEALS/LODGING/AIRFARE/SHI	\$1,547.36	\$1,768.36
	7/2/2015	20150701.1		EXP RIEMB: CUST SERVICE ANNUAL TEAM RECOGNITION	\$221.00	
157934	6/18/2015	51553	BEECHER ENGINEERING	STANDBY POWER SYSTEM UPGRADE	\$1,700.00	\$1,700.00
158128	6/30/2015	8919996	VERIZON WIRELESS	2 SAMSUNG 905 GALAXY NOTE PRO 12.2 INCH 4G LTE TABLET	\$1,668.32	\$1,668.32
157938	6/18/2015	54438965	CINTAS CORPORATION	UNIFORM LAUNDERING SERVICE	\$283.10	\$1,612.68
	6/18/2015	54438964		UNIFORM LAUNDERING SERVICE	\$243.53	
	6/18/2015	54438959		11 JERSEY SPORTSHIRTS - RODRIGUES	\$376.79	
	6/18/2015	54436636		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$88.00	
	6/18/2015	54436635		UNIFORM LAUNDERING SERVICE	\$301.50	
	6/18/2015	54436634		UNIFORM LAUNDERING SERVICE	\$319.76	
158074	6/25/2015	21513	SERVICEWRKX	SERVICE REQUEST: WATER LEAK UNDER BOILER	\$495.00	\$1,590.00
	6/25/2015	21512		SERVICE REQUEST: VAV VALVE BLDG 82	\$1,095.00	
158099	6/30/2015	10009	ALLIED FLUID PRODUCTS CORP	2- 4 INCH SUCTION HOSE	\$520.00	\$1,565.00
	6/30/2015	10084		2 - 6 INCH SUCTION HOSE	\$1,045.00	
158048	6/25/2015	32879754	MCMMASTER SUPPLY INC	2 PACKS BLANK ENGRAVING & STAMPLING PLATE	\$20.11	\$1,531.25
	6/25/2015	32491879		4 PACKS LABELING TAPE	\$95.20	
	6/25/2015	32491880		1 EA HIGH-ACCURACY CHEMICAL METERING PUMP	\$1,415.94	
157940	6/18/2015	20150525.25	DALE HARDWARE INC	05/15 - ASTD PARTS & MATERIALS	\$1,529.84	\$1,529.84

UNION SANITARY DISTRICT
 CHECK REGISTER
 6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158093	6/25/2015	34083	WECO INDUSTRIES LLC	CAMERA REPAIRS	\$535.26	\$1,451.69
	6/25/2015	34172		ASTD PARTS & MATERIALS	\$916.43	
158139	7/2/2015	20150626	MICHAEL GILL	EXP REIMB: LODGING/MEALS/PARKING/TAXI - ROCKWEL TECH ED	\$1,440.51	\$1,440.51
158018	6/25/2015	759211	ENVIRONMENTAL RESOURCE ASSOC	ANNUAL PROFICIENCY STUDY SAMPLES	\$1,439.24	\$1,439.24
158031	6/25/2015	1089853	GROENIGER AND COMPANY	1 EA 3 LFN223F PRESS RED VLV	\$1,416.45	\$1,416.45

UNION SANITARY DISTRICT
 CHECK REGISTER
 6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158025	6/25/2015	1083701082	G&K SERVICES CO	UNIFORM LAUNDERING SERVICE	\$27.17	\$1,391.13
	6/25/2015	1083701083		UNIFORM LAUNDERING SERVICE	\$15.16	
	6/25/2015	1083699183		UNIFORM LAUNDERING SERVICE	\$27.17	
	6/25/2015	1083697304		UNIFORM LAUNDERING SERVICE	\$90.49	
	6/25/2015	1083699181		UNIFORM LAUNDERING SERVICE	\$100.87	
	6/25/2015	1083699182		UNIFORM LAUNDERING SERVICE	\$90.49	
	6/25/2015	1083697302.1		UNIFORM LAUNDERING SERVICE	\$123.52	
	6/25/2015	1083701079.1		UNIFORM LAUNDERING SERVICE	\$121.26	
	6/25/2015	1083697307		UNIFORMS AND MATS	\$61.13	
	6/25/2015	1083701079.2		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$33.78	
	6/25/2015	1083697306		UNIFORM LAUNDERING SERVICE	\$17.84	
	6/25/2015	1083697308		UNIFORM LAUNDERING SERVICE	\$7.44	
	6/25/2015	1083699184		UNIFORM LAUNDERING SERVICE	\$17.84	
	6/25/2015	1083699186		UNIFORM LAUNDERING SERVICE	\$11.20	
	6/25/2015	1083701080		UNIFORM LAUNDERING SERVICE	\$100.87	
	6/25/2015	1083701085		UNIFORM LAUNDERING SERVICE	\$11.20	
	6/25/2015	1083697305		UNIFORM LAUNDERING SERVICE	\$27.17	
	6/25/2015	1083699180.1		UNIFORM LAUNDERING SERVICE	\$127.26	
	6/25/2015	1083699185		UNIFORMS AND MATS	\$61.13	

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158025	6/25/2015	1083701081	G&K SERVICES CO	UNIFORM LAUNDERING SERVICE	\$90.49	\$1,391.13
	6/25/2015	1083699180.2		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$33.78	
	6/25/2015	1083701084		UNIFORMS AND MATS	\$59.22	
	6/25/2015	1083697302.2		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$33.78	
	6/25/2015	1083697303		UNIFORM LAUNDERING SERVICE	\$100.87	
158068	6/25/2015	19992	RMC WATER AND ENVIRONMENT	AS NEEDED SUPPORT FOR PRETREATMENT PROGRAM	\$1,374.00	\$1,374.00
158037	6/25/2015	200644221	IRON MOUNTAIN	DATA/MEDIA OFF-SITE STORAGE - MAY 2015	\$236.14	\$1,365.57
	6/25/2015	4727		OFF-SITE STORAGE AND SERVICE - MAY 2015	\$292.55	
	6/25/2015	7048		OFF-SITE STORAGE AND SERVICE - MAY 2015	\$836.88	
158091	6/25/2015	8041529175	VWR INTERNATIONAL LLC	1 CS FYRITE CO2 FLUID & 1 PESTLE 194MM	\$98.87	\$1,336.23
	6/25/2015	8041492028		5 PKS FILTER GLASS FIBR & 8 DESSICANT DRYING TUBE	\$424.57	
	6/25/2015	8041513873		2 CS PIPET TIPS & 1 NEODISHER Z	\$311.37	
	6/25/2015	8041562544		1 PK TUBE HYDROGEN SULFIDE DET	\$69.23	
	6/25/2015	8041500251		2 PKS VIAL COD DIGESTION HR	\$432.19	
158020	6/25/2015	20150622	YIN FANG	TRAVEL REIMB: CWEA CONFERENCE REG/LODGING/MEALS/AIRI	\$1,287.13	\$1,287.13
157986	6/25/2015	187810	ALAMEDA COUNTY TREASURER	PERMIT - NEWARK PUMP STATION	\$1,244.00	\$1,244.00
158108	6/30/2015	20150625.25	DALE HARDWARE INC	06/15 - ASTD PARTS & MATERIALS	\$1,202.20	\$1,202.20
158087	6/25/2015	98298	VANDERLANS & SONS INC	1 SPECIAL ORDER MECHANICAL PLUG	\$1,190.02	\$1,190.02
158131	7/2/2015	9691158202	AT&T	SERV: 06/10/15 - 07/09/15	\$1,178.56	\$1,178.56

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158140	7/2/2015	20150702	TIMOTHY GRILLO	EXP REIMB: LODGING/MEALS/SHUTTLE - JUNE WEF BIOSOLIDS C	\$1,175.00	\$1,175.00
158035	6/25/2015	601643367	HILLYARD/SAN FRANCISCO	12 EA DUSTERS	\$96.79	\$1,145.24
	6/25/2015	601631293		2 CS PAPER PLATES - DINNER SIZE	\$340.75	
	6/25/2015	601659819		2 CASES PAPER PLATES	\$343.07	
	6/25/2015	601650443		ASTD JANITORIAL SUPPLIES	\$364.63	
158084	6/25/2015	128943418001	UNITED RENTALS NORTHWEST INC	FORKLIFT VARIABLE REACH 6000# 1 WEEK	\$1,126.17	\$1,126.17
158086	6/25/2015	30473	VALLEY OIL COMPANY	2 DRS XLD 15/40 OIL	\$1,079.18	\$1,079.18
157990	6/25/2015	512640	A-PRO PEST CONTROL INC	JUN PEST CONTROL	\$1,005.00	\$1,005.00
157974	6/18/2015	677032730	TELEPACIFIC COMMUNICATIONS	WIRELESS INTERNET BACKUP - JUNE	\$960.00	\$960.00
158010	6/25/2015	20150624	MICHAEL DUNNING	EXP REIMB: SAFETY RECOGNITION GIFT CARDS	\$949.50	\$949.50
158119	6/30/2015	1018895	INDUSTRIAL SAFETY SUPPLY	ASTD CAL GAS FOR ELECTRICIANS	\$935.25	\$935.25

UNION SANITARY DISTRICT
 CHECK REGISTER
 6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157948	6/18/2015	1083695420	G&K SERVICES CO	UNIFORM LAUNDERING SERVICE	\$90.49	\$918.38
	6/18/2015	1083695422		UNIFORM LAUNDERING SERVICE	\$17.84	
	6/18/2015	1083693556		UNIFORM LAUNDERING SERVICE	\$11.20	
	6/18/2015	1083695423		UNIFORMS AND MATS	\$61.56	
	6/18/2015	1083695419		UNIFORM LAUNDERING SERVICE	\$100.87	
	6/18/2015	1083693550.1		UNIFORM LAUNDERING SERVICE	\$117.52	
	6/18/2015	1083693554		UNIFORM LAUNDERING SERVICE	\$17.84	
	6/18/2015	1083695418.1		UNIFORM LAUNDERING SERVICE	\$121.12	
	6/18/2015	1083695418.2		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$32.78	
	6/18/2015	1083695424		UNIFORM LAUNDERING SERVICE	\$11.20	
	6/18/2015	1083693550.2		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$33.78	
	6/18/2015	1083693551		UNIFORM LAUNDERING SERVICE	\$100.87	
	6/18/2015	1083693552		UNIFORM LAUNDERING SERVICE	\$90.49	
	6/18/2015	1083693555		UNIFORM LAUNDERING SERVICE	\$56.48	
	6/18/2015	1083695421		UNIFORM LAUNDERING SERVICE	\$27.17	
	6/18/2015	1083693553		UNIFORM LAUNDERING SERVICE	\$27.17	
157946	6/18/2015	10986517	FLUID COMPONENTS INTERNATIONAL	FLOW METER REPAIR	\$895.63	\$895.63

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157933	6/18/2015	67005	BARNETT MEDICAL SERVICES LLC	50 LBS PHARMACEUTICAL WASTE REMOVAL	\$164.00	\$893.00
	6/18/2015	66049		150 LBS PHARMACEUTICAL WASTE REMOVAL	\$401.00	
	6/18/2015	66688		150 LBS PHARMACEUTICAL WASTE REMOVAL	\$243.00	
	6/18/2015	66345		80 LBS PHARMACEUTICAL WASTE REMOVAL	\$85.00	
157961	6/18/2015	100775	MUNICIPAL MAINT EQUIPMENT INC	NOZZLE REPAIR	\$883.03	\$883.03
158143	7/2/2015	33417063	MCMMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$882.25	\$882.25
158126	6/30/2015	4868173061815	SIERRA SPRING WATER COMPANY	WATER SERVICE 05/22/15 - 06/18/15	\$620.34	\$859.34
	6/30/2015	8122768061815		BOTTLESS COOLERS RENTAL	\$239.00	
158082	6/25/2015	5999	TURNER RISK CONSULTING INC	FORK LIFT OPERATOR & TRAIN THE TRAINER - CZAPKAY	\$850.00	\$850.00
158114	6/30/2015	9770733617	GRAINGER INC	3 EA CHANNEL, 35MM DIN RAILS	\$91.88	\$823.19
	6/30/2015	9771575587		3 BOXES BURN GEL PACKETS	\$43.80	
	6/30/2015	9768199094		1 EA STEP DRILL BIT SET	\$132.00	
	6/30/2015	9771279958		ASTD PARTS & MATERIALS	\$234.84	
	6/30/2015	9770733625		1 EA PATCH CORD	\$22.36	
	6/30/2015	9774054630		1 EA IMPACT SOCKET SET	\$36.35	
	6/30/2015	9774814918		1 EA PORTABLE BAND SAW	\$29.44	
	6/30/2015	9774525860		2 EA QUARTZ METAL HALIDE LAMPS	\$70.42	
	6/30/2015	9775352587		12 EA P-70 PRIMER CLEAR, WELD-ON	\$162.10	
158124	6/30/2015	820000008532	RED WING SHOE STORE	SAFETY SHOES - GALE, FULKERSON, LU & JOHNSON	\$819.45	\$819.45

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157985	6/25/2015	9927684383	AIRGAS NCN	CYLINDER RENTAL	\$817.47	\$817.47
158003	6/25/2015	88640	COPYMAT OF NEWARK/FREMONT	ORDINANACE 36.03 PRINTING	\$798.26	\$798.26
158052	6/25/2015	20150624.2	SHAWN NESGIS	EXP REIMB: 30 \$10 GIFT CARDS TO THANK EMPLOYEES FOR WOF	\$300.00	\$795.00
	6/25/2015	20150624.1		EXP REIMB: MSA ANNUAL TRNG CONF REGIS FEE	\$495.00	
158019	6/25/2015	5362	EUROFINS AIR TOXICS INC	2 LAB SAMPLE ANALYSIS	\$550.00	\$770.00
	6/25/2015	102217		2 IMPINGERS/1 ROTOMETER	\$220.00	
158100	6/30/2015	7130	AMERICAN DISCOUNT SECURITY	JUNE SECURITY GUARD SERVICES	\$759.00	\$759.00
157973	6/18/2015	20082429	TELEDYNE INSTRUMENTS INC	1 PUMP GEAR CASE ASSEMBLY, 1 BUSHING & 1 SEAL	\$752.49	\$752.49
158129	6/30/2015	8041684828	VWR INTERNATIONAL LLC	ASTD LAB SUPPLIES	\$280.58	\$717.06
	6/30/2015	8041682605		10 BXS SULFIDE REFILL	\$225.83	
	6/30/2015	8041705859		1 SILASTIC LABORATORY TUBING	\$210.65	
158062	6/25/2015	1270	QUANTUM RESOLVE INC	HANSEN 8 SUPPORT	\$700.00	\$700.00
158069	6/25/2015	1188006	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$689.03	\$689.03
158097	6/25/2015	79981645	XEROX CORPORATION	MTHLY MAINTENANCE BASED ON USE	\$18.04	\$687.28
	6/25/2015	79839488		MTHLY MAINTENANCE BASED ON USE	\$101.06	
	6/25/2015	79839485		MTHLY MAINTENANCE BASED ON USE	\$548.79	
	6/25/2015	79839486		MTHLY MAINTENANCE BASED ON USE	\$19.39	
158038	6/25/2015	156921	J M SQUARED ASSOCIATES INC	1 EA REPLACEMENT CLUTCH ASSEMBLY	\$678.71	\$678.71
158023	6/25/2015	9612	FREMONT EXPRESS COURIER SVC	COURIER SERVICES: MAY 2015 DAILY MAIL/2 BOARDMEMBER DEL	\$660.00	\$660.00

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157960	6/18/2015	24845196	MOTION INDUSTRIES INC	1 CS GREASE	\$225.18	\$640.73
	6/18/2015	24845779		2 EA HYD FILTERS	\$415.55	
157939	6/18/2015	255969	CURTIS & TOMPKINS LTD	5 LAB SAMPLE ANALYSIS	\$300.00	\$640.00
	6/18/2015	255967		17 LAB SAMPLE ANALYSIS	\$340.00	
158021	6/25/2015	19211	FASTENAL	ASTD PARTS & MATERIALS	\$93.25	\$636.51
	6/25/2015	19335		12 LRG NINJA FLX GLV PR	\$50.55	
	6/25/2015	1111906		ASTD PARTS & MATERIALS	\$333.10	
	6/25/2015	1111938		1 SP-29P DRILL SET	\$142.99	
	6/25/2015	1111999		100 14X3 HWH SDS Z	\$16.62	
158000	6/25/2015	35225	CLAREMONT BEHAVIORAL SERVICES	JUL 2015 EAP PREMIUM	\$634.80	\$634.80
157944	6/18/2015	5143	EUROFINS AIR TOXICS INC	1 LAB SAMPLE ANALYSIS	\$275.00	\$625.00
	6/18/2015	101848		4 IMPINGERS/1 ROTOMETER	\$350.00	
157991	6/25/2015	861	AUTOMATED NETWORK CONTROLS	SCADA / PLC PROGRAMMING SERVICES	\$625.00	\$625.00
157929	6/18/2015	7083	AMERICAN DISCOUNT SECURITY	JUNE SECURITY GUARD SERVICES	\$621.00	\$621.00
157963	6/18/2015	68669	OPTIMUM SOLUTIONS INC	OPTIMUM USERS CONF REGIS FEE - WEST	\$595.00	\$595.00
157978	6/18/2015	8041412034	VWR INTERNATIONAL LLC	1 SULFURIC ACID 0.5N STD SOL 4L	\$41.11	\$586.27
	6/18/2015	8041412035		1 TUBING PVC 1/4X3/8 IN 50 FT & 1 MORTAR 130MM	\$80.04	
	6/18/2015	8041425299		1 CS NITRIC ACID INSTRA 2500ML & 1 NEODISHER FLA	\$465.12	
157968	6/18/2015	526302	SAFECHECKS	3,000 SUPER BUSINESS CHECK STOCK AP	\$583.93	\$583.93

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158049	6/25/2015	150649	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE AGREEMENT - JUNE 2015	\$582.75	\$582.75
157993	6/25/2015	908801	BILCO COMPANY	25 HATCH KEYS	\$567.50	\$567.50
158047	6/25/2015	98114	MCINERNEY & DILLON, P.C.	LEGAL SERVICES	\$540.00	\$540.00
157969	6/18/2015	7860	NAN SAI	REFUND # 18174	\$500.00	\$500.00
157988	6/25/2015	7933	ALVARADO CONSTRUCTIONS	REFUND # 18190	\$500.00	\$500.00
158006	6/25/2015	7924	JOHN CROFT	REFUND # 18191	\$500.00	\$500.00
158043	6/25/2015	11416	LOOKINGPOINT INC	MONTHLY PREMIER SERVICE - JUNE 2015	\$500.00	\$500.00
158138	7/2/2015	7872	E Z PLUMBING	REFUND #18198	\$500.00	\$500.00
158142	7/2/2015	7948	LOZA CONSTRUCTION, INC.	REFUND # 18181	\$500.00	\$500.00
158148	7/2/2015	7890	PLUMBING TECH INC	REFUND # 18200	\$500.00	\$500.00
158149	7/2/2015	7826	QUALIFIED PLUMBERS SERVICE	REFUND # 18197	\$500.00	\$500.00
158153	7/2/2015	7841	RESCUE ROOTER	REFUND # 18199	\$500.00	\$500.00
157967	6/18/2015	2599727006	S & S SUPPLIES & SOLUTIONS	ASTD SAFETY SUPPLIES	\$81.13	\$499.00
	6/18/2015	2609814001		ASTD SAFETY SUPPLIES	\$417.87	
157955	6/18/2015	601617717	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$495.76	\$477.78
	6/18/2015	800190642		CREDIT FOR ARSENAL ASSURANCE HD SPRAY & WIPE		
	6/18/2015	601624951		2 EA ARSENAL TOP CLEAN	\$-69.84	
	6/18/2015	800193263		CREDIT FOR FREIGHT	\$62.81	
157926	6/18/2015	4108992	ADLER TANK RENTALS	TANK RENTAL MOBILIZATION DELIVERY	\$-10.95	\$450.00

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157994	6/25/2015	10772840	BLAISDELL'S	1 BX SH PROTECTOR	\$17.59	\$440.33
	6/25/2015	10646090		2 EXPO SPRAY CLEANER	\$9.40	
	6/25/2015	10758350		2 PK TAPE	\$10.54	
	6/25/2015	10775400		1 VIEW BINDER	\$5.05	
	6/25/2015	10780990		ASTD OFFICE SUPPLIES	\$36.59	
	6/25/2015	10783790		ASTD OFFICE SUPPLIES	\$15.81	
	6/25/2015	10750060		ASTD OFFICE SUPPLIES	\$34.62	
	6/25/2015	10771740		ASTD OFFICE SUPPLIES	\$78.07	
	6/25/2015	10783791		1 ECON SCISSORS	\$3.62	
	6/25/2015	10789130		ASTD OFFICE SUPPLIES	\$71.80	
	6/25/2015	10769980		1 LBL TAPE	\$21.88	
	6/25/2015	10783300		ASTD OFFICE SUPPLIES	\$135.36	
158015	6/25/2015	90066608974	ENTERPRISE GOV 43-1514861	RENTAL: CS, SAN DIEGO, CA	\$214.90	\$429.80
	6/25/2015	90066608978		RENTAL: CS, SAN DIEGO, CA	\$214.90	
157999	6/25/2015	50008	CITYLEAF INC	PLANT MAINTENANCE - JUN 2015	\$429.65	\$429.65
157989	6/25/2015	7005278826	APPLIED INDUSTRIAL TECHNOLOGIE	4 BELTS & U-JOINT	\$65.69	\$423.87
	6/25/2015	7005268117		1 BELTS & U-JOINT	\$179.40	
	6/25/2015	7005274297		5 BELTS & U-JOINT	\$178.78	

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157936	6/18/2015	20150611	LAURIE BRENNER	TRAVEL RIEMB: AIRFARE TO CHANGE FLIGHT - WEF	\$362.50	\$420.54
	6/18/2015	20150611.1		EXP REIMB: SNACKS - EXECUTIVE STRATEGIC PLANNING SESSIO		
158066	6/25/2015	820000008495	RED WING SHOE STORE	SAFETY SHOES - MOSLEY	\$58.04	\$416.00
	6/25/2015	820000008452		SAFETY SHOES - TARNOWSKI		
157979	6/18/2015	2137055	WHAT'S HAPPENING INC	AD NAME: CERTIFICATE OF MERIT RECIPIENTS	\$208.00	\$415.00
158135	7/2/2015	201506.10	DALE HARDWARE INC	06/15 - ASTD PARTS & MATERIALS	\$415.00	\$415.00
157954	6/18/2015	313181	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$398.05	\$398.05
158116	6/30/2015	9434182	HACH COMPANY	4 EA MEMBRANE REPLACEMENT KITS	\$380.15	\$380.15
158115	6/30/2015	1093751	GROENIGER AND COMPANY	ASTD PARTS & MATERIALS	\$362.87	\$362.87
158051	6/25/2015	20150623	BRODERICK MOY	EXP REIMB: CWEA CERTIFICATION AND MEMBERSHIP RENEWALS	\$333.74	\$333.74
157941	6/18/2015	20150616	KATHRYN DESTAFNEY	EXP REIMB: P. O'NEAL RETIREMENT SERVICE AWARD	\$329.00	\$329.00
	6/18/2015	20150616.1		EXP REIMB: TEAM SAFETY RECOGNITION GIFT CARDS	\$135.00	\$325.00
158098	6/30/2015	4110661	ADLER TANK RENTALS	ADLER TANK RENTAL	\$190.00	\$316.80
158045	6/25/2015	24407	MAR-LEN SUPPLY INC	UPGRADE CAR WASH	\$316.80	\$315.61
158060	6/25/2015	109670	PREFERRED ALLIANCE INC	MAY 2015 SERVICE FEE	\$315.61	\$273.00
158022	6/25/2015	233306	FRANK A OLSEN COMPANY	6 ROTORK BATTERY PLUGS	\$273.00	\$262.54
157957	6/18/2015	20150611	DUNG LU	EXP REIMB: ROCKWELL TRNG -SAN DIEGO-MEALS, PARKING, MILI	\$262.54	\$259.93
157950	6/18/2015	20150617	MOHAMMAD GHOURY	EXP REIMB: AIRFARE TO SAN DIEGO FOR ESRI CONF	\$259.93	\$254.50
158123	6/30/2015	24689	RAVEN ENVIRONMENTAL PRODUCTS	1 CORETAKER 16 FOOT CORE SAMPLER	\$254.50	\$252.56

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158024	6/25/2015	70667227916	FREMONT URGENT CARE CENTER	FIRST AID	\$122.00	\$252.00
	6/25/2015	20150618		1 FIT FOR DUTY EXAM		
158156	7/2/2015	HJWZZ - ROBLES	SOUTH POINT HOTEL & CASINO	PRE-PAY HOTEL A ROBLES 9/21 - 9/24/15	\$130.00	\$252.00
158078	6/25/2015	20150625	ARIEL TEIXEIRA	EXP REIMB: IAC LUNCH MEETING	\$252.00	\$244.17
158118	6/30/2015	523361	HULBERT LUMBER SUPPLY	ASTD LUMBER SUPPLIES	\$244.17	\$241.64
	6/30/2015	523316		ASTD LUMBER SUPPLIES	\$97.00	
	6/30/2015	523579		ASTD LUMBER SUPPLIES	\$58.98	
158081	6/25/2015	20150618	KIM TRUONG	EXP REIMB: TEAM SAFETY RECOGNITION GIFT CARDS	\$85.66	\$240.00
158026	6/25/2015	1176514809	GLACIER ICE COMPANY INC	54 EA 7-POUND BAGS OF ICE	\$240.00	\$233.52
	6/25/2015	1176514808		114 EA 7-POUND BAGS OF ICE	\$75.06	
158145	7/2/2015	20150629	SHAWN NESGIS	EXP REIMB: SAFETY RECOGNITION - APRIL, MAY, & JUNE 2015	\$158.46	\$225.00
	7/2/2015	20150701		EXP REIMB: SAFETY RECOGNITION - JUNE 2015	\$175.00	
158028	6/25/2015	78230	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$50.00	\$220.69
158076	6/25/2015	20150601	SPOK INC	JUNE 2015 PAGER SERVICE	\$220.69	\$217.48
158017	6/25/2015	1000381781	ENVIRONMENTAL EXPRESS	2 FILTERMATE 0.7UM GLASS FIBER FILTERS	\$217.48	\$211.84
158027	6/25/2015	1841071369	GOODYEAR COMM TIRE & SERV CTRS	3EA TIRES	\$211.84	\$209.92
158063	6/25/2015	55777	QUENVOLD'S SAFETY SHOEMOBILES	SAFETY SHOES - LUBINA	\$209.92	\$208.00
158030	6/25/2015	20150624	TIMOTHY GRILLO	EXP REIMB: 4TH QTR GIFT CARD & ANNL SAFETY RECOG LUNCH	\$208.00	\$204.21
158088	6/25/2015	20150625	AUDREY VILLANUEVA	EXP REIMB: ANNUAL EC TEAM RECOGNITION	\$204.21	\$202.39

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158004	6/25/2015	20150624	RICHARD CORTES	EXP REIMB: OPEN HOUSE RECOGNITION	\$200.00	\$200.00
157992	6/25/2015	17959700	BECK'S SHOES	SAFETY SHOES: A. DEJESUS	\$195.45	\$195.45
158064	6/25/2015	20152501	QUICK SPACE RENTALS	GUARD BOOTH RENTAL JUNE 2015	\$192.50	\$192.50
158071	6/25/2015	2609814002	S & S SUPPLIES & SOLUTIONS	7 DZ GLOVES XL FLEX-TUFF COTTON/POLYESTER KNIT	\$191.27	\$191.27
157927	6/18/2015	9039844752	AIRGAS NCN	ASTD PARTS & MATERIALS	\$180.50	\$180.50
157930	6/18/2015	461422	ARCHER NORRIS	LEGAL SERVICES APR 2015	\$180.00	\$180.00
158144	7/2/2015	24846702	MOTION INDUSTRIES INC	1 EA U-JOINT	\$177.39	\$177.39
157965	6/18/2015	20150616.1	DAVE PORT	EXP REIMB: OPEN HOUSE PARTICIPATION MEAL	\$87.93	\$174.11
158112	6/30/2015	54506228211	FREMONT URGENT CARE CENTER	EXP REIMB: REPLACEMENT OF PERSONAL WORK CLOTHES	\$86.18	
158106	6/30/2015	185328	CLARK'S HOME AND GARDEN INC	FIRST AID	\$156.00	\$156.00
158039	6/25/2015	20150625	PAULETTE JACOBS-ROBERSON	1 YD CONCRETE 5SK/25 DOBIES	\$152.08	\$152.08
158016	6/25/2015	90066604991	ENTERPRISE GOV 43-1514861	EXP REIMB: MANAGEMENT LUNCH ON 6/24/15	\$148.52	\$148.52
157962	6/18/2015	20150617	STEVEN NOEGEL	RENTAL: R. SIMONICH, SAN DIEGO, CA	\$139.93	\$139.93
158136	7/2/2015	20150629	KATHRYN DESTAFNEY	EXP REIMB: CALLOUT MILEAGE & PARKING FOR UST TEST	\$134.10	\$134.10
158107	6/30/2015	256713	CURTIS & TOMPKINS LTD	EXP REIMB: APPETIZERS FOR RETIREMENT PARTY	\$132.48	\$132.48
158096	6/25/2015	25052	WILEY PRICE & RADULOVICH LLP	1 LAB SAMPLE ANALYSIS	\$120.00	\$120.00
157982	6/25/2015	33273	ABC FIRE PROTECTION INC	LABOR & EMPLOYMENT LAW FEES	\$118.00	\$118.00
157931	6/18/2015	20150515	ARGUS, THE	EXTINGUISHERS: 1 SERVICE CALL/3 ANNUAL MAINTENANCE	\$117.00	\$117.00
				24 WEEK SUBSCRIPTION END 11/2015	\$114.00	\$114.00

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158117	6/30/2015	315110	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC FITTINGS	\$108.52	\$108.52
158152	7/2/2015	73793	REMOTE SATELLITE SYSTEMS INTL	IRIDIUM SVC FEE JULY 2015	\$97.90	\$97.90
158036	6/25/2015	5543118	HOSE & FITTINGS ETC	ASTD BALLS AND NIPPLES	\$82.42	\$94.60
	6/25/2015	5539809		1 EA PIPE NIPPLE	\$12.18	
158008	6/25/2015	20150615	CWEA-NRTC	CERT RENEWAL: A. HERNANDEZ	\$94.00	\$94.00
158067	6/25/2015	270858	RKI INSTRUMENTS INC	1 SENSOR, OXYGEN, OS-BM2	\$90.75	\$90.75
158146	7/2/2015	20150629	CHRIS NICOLETTI	EXP REIMB: CALLOUT MILEAGE	\$86.48	\$86.48
158009	6/25/2015	20150623	CWEA-NRTC	LICENSE RENEWAL: T. GRILLO	\$84.00	\$84.00
157972	6/18/2015	20150616	KRISTINA SILVA	EXP REIMB: OPEN HOUSE PARTICIPATION LUNCH	\$83.15	\$83.15
157958	6/18/2015	20150617	REGINA MCEVOY	EXP REIMB: RECOGNITION LUNCH	\$80.48	\$80.48
158061	6/25/2015	636878	PUBLIC SURPLUS AUCTION	SURPLUS SALE FEE: TAMPERS	\$74.90	\$74.90
158141	7/2/2015	20150701	CONGNA LI	EXP REIMB: DIGESTER FOAM TESTING SUPPLIES	\$73.64	\$73.64
158155	7/2/2015	85340220150622	SAN FRANCISCO WATER DEPT	SERVICE 05/21/15 TO 06/19/15	\$73.40	\$73.40
158044	6/25/2015	20150622	MAINTENANCE SUPERINTENDENTS	MEMBERSHIP RENEWAL: SCHOFIELD	\$65.00	\$65.00
158090	6/25/2015	32247	VOX NETWORK SOLUTIONS INC	ADD NEW EXTENSION	\$60.00	\$60.00
158111	6/30/2015	20150625	MAURICE FORTNER	EXP REIMB: NIGHSHIFT SAFETY RECOGNITION	\$55.78	\$55.78
158157	7/2/2015	9853235.0	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 06/06/15	\$50.42	\$50.42
157953	6/18/2015	258202	HANIGAN COMPANY INC	1000 BLANK BUSINESS CARDS FOR FRONT DESK	\$43.78	\$43.78
157984	6/25/2015	63018	AIR & TOOL ENGINEERING COMPANY	ESTIMATE TO REPAIR CHIPPING GUN	\$42.50	\$42.50

UNION SANITARY DISTRICT
CHECK REGISTER
6/13/2015-7/03/2015

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
158104	6/30/2015	280884	CENTERVILLE LOCKSMITH	8 WILSON-BOHANNAON KEYS	\$39.42	\$39.42
158101	6/30/2015	10792020	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$37.93	\$37.93
157928	6/18/2015	4047286120150603	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 06/01/15 - PASEO PADRE	\$36.90	\$36.90
157935	6/18/2015	10750070	BLAISDELL'S	2 LTR HOLDER	\$11.42	\$35.78
	6/18/2015	10750570		1 12" CLOCK	\$16.49	
	6/18/2015	10749090		1 PK LTR INDEX 12 TAB	\$7.87	
158046	6/25/2015	77769315	MATHESON TRI-GAS INC	CYLINDER RENTAL - MAY 2015	\$35.13	\$35.13
158105	6/30/2015	444880	CENTERVILLE SAW AND TOOL	2 TURBO BLADE 4 INCH	\$34.76	\$34.76
157977	6/18/2015	9746491229	VERIZON WIRELESS	WIRELESS SERV 05/02/15-06/01/15	\$14.04	\$14.04

Invoices:

Credit Memos :	3	-235.32
\$0 - \$1,000 :	329	81,682.79
\$1,000 - \$10,000 :	100	337,817.44
\$10,000 - \$100,000 :	29	794,336.57
Over \$100,000 :	3	551,229.90
Total:	464	1,764,831.38

Checks:

\$0 - \$1,000 :	126	47,916.98
\$1,000 - \$10,000 :	77	255,686.72
\$10,000 - \$100,000 :	27	869,497.78
Over \$100,000 :	3	591,729.90
Total:	233	1,764,831.38