

**REVISED**



**BOARD MEETING AGENDA**  
**Monday, March 13, 2017**  
**Regular Meeting - 7:00 P.M.**

**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Union Sanitary District**  
**Administration Building**  
**5072 Benson Road**  
**Union City, CA 94587**

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

Karen W. Murphy  
*Attorney*

1. Call to Order.

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2. Pledge of Allegiance.

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3. Roll Call.

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- Motion 4. Approve Minutes of the Meeting of February 27, 2017.

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- Motion 5. Approve Minutes of the Special Meeting of March 6, 2017.

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- Presentation 6. PG&E Staff to Present California Performance Optimization Program Incentive Check.

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- Information 7. Monthly Operations Report for January 2017 *(to be reviewed by the Budget & Finance and Legal/Community Affairs Committees)*.

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8. Written Communications.

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9. 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.*

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- Motion 10. Consider a Resolution to Accept the Construction of the Newark Backyard Sanitary Sewer Relocation Project – Phase 3 from McGuire and Hester and Authorize Recordation of a Notice of Completion *(to be reviewed by the Engineering and Information Technology Committee)*.

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- Motion 11. Consider a Resolution to Quitclaim Portions of Sanitary Sewer Easements Located in Tract 1188, Tract 1276, and Tract 1251 in the City of Newark in Conjunction with the Newark Backyard Sanitary Sewer Relocation Project *(to be reviewed by the Legal/Community Affairs Committee)*.

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## REVISED

- Motion 12. ~~Authorize the General Manager to Execute a Pipeline Crossing Agreement with the Union Pacific Railroad Company, and a Pipeline Crossing Costs Funding and Reimbursement Agreement with Fremont Pat Ranch LLC for the Patterson Ranch Development in the City of Fremont (to be reviewed by the Legal/Community Affairs Committee). This item has been pulled.~~
- 
- Motion 13. Review and Consider Approval of Publicly Available Pay Schedule *(to be reviewed by the Personnel Committee)*.
- 
- Motion 14. Consider Approval of a Strategic Communication Plan and Rebranding Initiative.
- 
- Information 15. Medication Take Back Pilot Program Update.
- 
- Information 16. Check Register.
- 
- Information 17. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Legal/Community Affairs Committee – Wednesday, March 8, 2017, at 11:00 a.m.
    - Director Handley and Director Lathi
  - b. Budget & Finance Committee – Thursday, March 9, 2017, at 12:30 p.m.
    - Director Handley and Director Lathi
  - c. Engineering and Information Technology Committee – Friday, March 10, 2017, at 9:15 a.m.
    - Director Kite and Director Toy
  - d. Personnel Committee – Friday, March 10, 2017, at 10:00 a.m.
    - Director Fernandez and Director Toy
  - e. Audit Committee – will not meet.
  - f. Legislative Committee – will not meet.
  - g. Ad Hoc Subcommittee for Communications Strategy.
- 
- Information 18. General Manager's Report. *(Information on recent issues of interest to the Board)*.
- 
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 District Messaging Board Workshop in the Boardroom on Tuesday, March 14, 2017, at 6:00 p.m.
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21. Adjournment – The Board will adjourn to the next Regular Meeting in the Boardroom on Monday, March 27, 2017, 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



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING**  
Committee Members: Director Handley and Director Lathi

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

**AGENDA**  
**Wednesday, March 8, 2017**  
**11:00 A.M.**

Karen W. Murphy  
*Attorney*

**Alvarado Conference Room**  
**5072 Benson Road**  
**Union City, CA 94587**

1. Call to Order

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2. Roll Call

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3. Public Comment

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4. Items to be reviewed for the Board meeting of March 13, 2017:
  - January 2017 Monthly Operations Report – Odor Report and Work Group reports
  - Consider a Resolution to Quitclaim Portions of Sanitary Sewer Easements Located in Tract 1188, Tract 1276, and Tract 1251 in the City of Newark in Conjunction with the Newark Backyard Sanitary Sewer Relocation Project – Phase 3
  - Authorize the General Manager to Execute a Pipeline Crossing Agreement with the Union Pacific Railroad Company, and a Pipeline Crossing Costs Funding and Reimbursement Agreement with Fremont Pat Ranch LLC for Patterson Ranch Development in the City of Fremont

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5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.

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 "Public Comment" 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 and are to be completed prior to discussion of the agenda item.

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THE PUBLIC IS INVITED TO ATTEND

**REVISED**



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**BUDGET & FINANCE COMMITTEE MEETING**  
Committee Members: Director Handley and Director Lathi

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

**AGENDA**  
**Thursday, March 9, 2017**  
~~**1:00 P.M.**~~  
**12:30 p.m.**

Karen W. Murphy  
*Attorney*

**Alvarado Conference Room**  
**5072 Benson Road**  
**Union City, CA 94587**

**THIS MEETING WILL BE TELECONFERENCED WITH DIRECTOR HANDLEY AND DIRECTOR LATHI  
FROM 43225 MISSION BOULEVARD, FREMONT, CALIFORNIA.  
THE TELECONFERENCE LOCATION SHALL BE ACCESSIBLE TO THE PUBLIC.**

1. Call to Order  
\_\_\_\_\_
2. Roll Call  
\_\_\_\_\_
3. Public Comment  
\_\_\_\_\_
4. Items to be reviewed for the Board meeting of March 13, 2017:
  - January 2017 Monthly Operations Report – Financial Reports\_\_\_\_\_
5. Adjournment  
\_\_\_\_\_

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.

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**THE PUBLIC IS INVITED TO ATTEND**



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**ENGINEERING & INFORMATION TECHNOLOGY  
COMMITTEE MEETING**  
Committee Members: Director Kite and Director Toy

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

**AGENDA**  
**Friday, March 10, 2017**  
**9:15 A.M.**

Karen W. Murphy  
*Attorney*

**Alvarado Conference Room**  
**5072 Benson Road**  
**Union City, CA 94587**

**THIS MEETING WILL BE TELECONFERENCED WITH DIRECTOR KITE FROM THE EXTERIOR OF  
35040 NEWARK BOULEVARD, NEWARK, CALIFORNIA.  
THE TELECONFERENCE LOCATION SHALL BE ACCESSIBLE TO THE PUBLIC.**

1. Call to Order

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2. Roll Call

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3. Public Comment

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4. Items to be reviewed for the Board meeting of March 13, 2017:
  - Consider a Resolution to Accept the Construction of the Newark Backyard Sanitary Sewer Relocation Project – Phase 3 from McGuire and Hester and Authorize Recordation of a Notice of Completion

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5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings. 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 "Public Comment" 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 and are to be completed prior to discussion of the agenda item.

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**THE PUBLIC IS INVITED TO ATTEND**



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**PERSONNEL COMMITTEE MEETING**  
Committee Members: Director Fernandez and Director Toy

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

**AGENDA**  
**Friday, March 10, 2017**  
**10:00 A.M.**

Karen W. Murphy  
*Attorney*

**Alvarado Conference Room**  
**5072 Benson Road**  
**Union City, CA 94587**

1. Call to Order

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2. Roll Call

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3. Public Comment

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4. Items to be reviewed for the Board meeting of March 13, 2017:
  - Review and Consider Approval of Publicly Available Pay Schedule

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5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.

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THE PUBLIC IS INVITED TO ATTEND

**MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT  
February 27, 2017**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

ABSENT: Pat Kite, Vice President

STAFF: Paul Eldredge, General Manager  
Karen Murphy, District Counsel  
Sami Ghossain, Technical Services Manager  
James Schofield, Collection Services Manager  
Pamela Arends-King, Business Services Manager/CFO  
Ric Pipkin, Treatment & Disposal Services Coach  
Scott Martin, Mechanical Team Coach  
Laurie Brenner, Finance and Acquisition Services Team Coach  
Sol Cooper, Mechanic  
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

**APPROVAL OF THE MINUTES OF THE MEETING OF FEBRUARY 13, 2017**

It was moved by Secretary Lathi, seconded by Director Fernandez, to approve the Minutes of the Meeting of February 13, 2017. Motion carried with the following vote:

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

## **BALANCED SCORECARD**

This item was reviewed by the Legal/Community Affairs Committee.

- a. Second Quarter FY 17 District-wide Balanced Scorecard Measures – Finance and Acquisition Services Team Coach Brenner reported the following:
  - Safety
    - There were no new injuries in the second quarter of FY 17 (Q2).
    - The number of major safety training events offered has already exceeded the annual target with eight events to date against seven originally planned.
  - Operational Excellence
    - Only one measure in the scorecard missed its target in Q2 due to a Category 1 Sanitary Sewer Overflow (SSO) which occurred in Newark on November 18, 2016. Staff recovered 140/141 gallons of material spilled, but the one gallon not recovered had the potential to negatively impact the environment.
- b. Balanced Scorecard Report for the Treatment and Disposal Services and Fabrication, Maintenance, and Construction Work Groups:
  - Treatment and Disposal Services Work Group – Treatment & Disposal Services Coach Pipkin reported the following: A desk item was prepared for this item to correct an oversight on page 18 of the Board meeting packet. The Treatment and Disposal Services Work Group balanced scorecard report covers the District's treatment operation, lab services, and regulatory monitoring. The Plant received 11 odor complaints for all of FY 16, and has received 10 in FY 17 to date. All 10 of the odor complaints received in FY 17 have been received from the same reporting party, with none of the reported odors attributed to the Plant. Total Kwh/MG has been below target due to improvements to the aeration system. Hydrogen Peroxide usage has been above target due to increases in solids loading and decrease in liquids intake.
  - Fabrication, Maintenance, and Construction Work Group – Mechanical Team Coach Martin reported the following: There were three priority A work orders (average per month), meeting the goal of less than 10. There have been no critical asset failures or negative impacts on the environment. The percentage of total work hours spent on maintenance work was 83.1%, exceeding the target of greater than 80%. The percent preventative maintenance work orders completed within the month scheduled is slightly below the target of 95% or more with 93% in FY 17 to date.

## **WRITTEN COMMUNICATIONS**

There were no written communications.

## **ORAL COMMUNICATIONS**

There were no oral communications.

## **INFORMATION ITEMS:**

### **Check Register**

The Board did not have any questions regarding the check register.

### **California Association of Sanitation Agencies (CASA) Winter 2017 Conference**

General Manager Eldredge provided an overview of the CASA Winter 2017 Conference, and responded to questions from the Board.

### **Publication of Intematix Corporation as Significant Violator in 2016**

This item was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated the District is required to publish the names of all dischargers to the District's wastewater treatment plant that were in Significant Noncompliance (SNC) with EPA Pretreatment Regulations and/or the District's Sewer Ordinance No. 36.03 any time during the 2016 calendar year. Routine compliance sampling of Intematix Corporation between April 12 and April 13, 2016, detected a Flouride concentration of 25 mg/L, which is in excess of the allowable Federal Monthly Average Limit of 18 mg/L at the designated Categorical Pretreatment sample location. Intematix Corporation was issued Notice of Violation N16-007, which required it to determine the cause of the violation, and take immediate action to prevent reoccurrence. Intematix Corporation was also required to perform additional self-monitoring to confirm its compliance status, and was issued an Administrative Penalty which has been paid. A copy of the publication that will appear in the East Bay Times Newspaper during the 2<sup>nd</sup> week of March was included in the Board meeting packet.

President Handley asked if Intematix Corporation would be given notice of the upcoming violation publication. Technical Services Manager Ghossain stated staff had provided notice to Intematix Corporation.

### **Receive and File the June 30, 2015 CalPERS Actuarial Report**

This item was reviewed by the Budget & Finance Committee. Business Services Manager/CFO Arends-King stated additional information requested by the Budget & Finance Committee had been presented as a desk item. The District receives an actuarial report on our pension plan annually from the California Public Employee's Retirement System (CalPERS). The most recent report was updated to provide a percentage contribution on current wages (Employer Normal Cost Rate), and a flat dollar contribution to be applied to the District's unfunded pension liability (UAL). The CalPERS Board of Directors lowered the assumed rate of return (discount rate) from 7.5% to 7.0% over the

next three years. The lowering of the discount rate means the District will see increases in both the normal cost and the UAL. Staff will continue to explore options to manage the unfunded liabilities with actuarial assistance from CalPERS.

**Report on the East Bay Dischargers Authority (EBDA) Meeting of February 16, 2017**

Director Toy provided an overview of the EBDA Commission minutes included in the Board meeting packet.

**COMMITTEE MEETING REPORTS:**

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

**GENERAL MANAGER'S REPORT:**

General Manager Eldredge reported the following:

- Treatment & Disposal Services Manager Lopez has been out of the office at the 2017 Water and Wastewater Leadership Center program.
- The General Manager has begun reaching out to the District's three member cities to schedule a District overview presentation. The Board will be informed as presentations are scheduled at City Council meetings.
- The City of Fremont State of the City Luncheon will be held March 31, 2017. The City of Newark State of the City Luncheon will be held April 13, 2017. The Board was asked to notify staff if they wish to be registered to attend.
- The Alameda County Science and Engineering Fair will be held at the Alameda County Fairgrounds March 10-12, 2017. Staff will send further details to the Board via email.
- The District Update meeting will be held in the Boardroom at 1:30 p.m. on February 28, 2017.
- The Mid-Year Budget Board Workshop will be held in the Boardroom at 5:30p.m. on March 6, 2017.
- The District Messaging Board Workshop will be held in the Boardroom at 6:00 p.m. on March 14, 2017.

**OTHER BUSINESS:**

There was no other business

**ADJOURNMENT:**

The meeting was adjourned at 8:25 p.m. to the Mid-Year Budget Board Workshop in the Boardroom on Monday, March 6, 2017, at 5:30 p.m.

The Board will then adjourn to the next scheduled Regular Board Meeting to be held in the Boardroom on Monday, March 13, 2017, at 7:00 p.m.

SUBMITTED:

ATTEST:

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REGINA McEVOY  
BOARD CLERK

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ANJALI LATHI  
SECRETARY

APPROVED:

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TOM HANDLEY  
PRESIDENT

Adopted this 13<sup>th</sup> day of March, 2017

**MINUTES OF THE SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT  
March 6, 2017**

**CALL TO ORDER**

President Handley called the special meeting to order at 5:40 p.m.

**ROLL CALL**

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

STAFF: Paul Eldredge, General Manager/District Engineer  
Pamela Arends-King, Business Services Manager/CFO  
James Schofield, Collection Services Manager  
Robert Simonich, Fabrication, Maintenance, and Construction Manager  
Sami Ghossain, Technical Services Manager  
Laurie Brenner, Finance and Acquisition Services Team Coach  
Harriet Commons, Interim District Employee  
Michelle Powell, Communications and Intergovernmental Relations Coordinator

**PUBLIC COMMENT**

There was no public comment.

**COMBINED BOARD WORKSHOP**

Staff presented information related to the following topics to the Board, and responded to Board questions:

- Mid-Year Budget
- Newsletter Layout

**ADJOURNMENT:**

The special meeting was adjourned at approximately 7:40 p.m. to the next Regular Board Meeting in the Boardroom on Monday, March 13, 2017, at 7:00 p.m.

SUBMITTED:

ATTEST:

\_\_\_\_\_  
REGINA McEVOY  
BOARD CLERK

\_\_\_\_\_  
ANJALI LATHI  
SECRETARY

APPROVED:

\_\_\_\_\_  
TOM HANDLEY  
PRESIDENT

Adopted this 13<sup>th</sup> day of March, 2017



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**DATE:** March 6, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

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

**SUBJECT:** Agenda Item No. 7 - Meeting of March 13, 2017  
Information Item: **Monthly Operations Report for January 2017**

### **Background**

Attached are Monthly Operations Reports for January 2017. Staff is available to answer questions regarding information contained in the report.

### **Work Group Managers**

General Manager/Administration	Paul Eldredge	GM
Business Services	Pamela Arends-King	BS
Collection Services	James Schofield	CS
Technical Support	Sami Ghossain	TS
Treatment and Disposal Services	Armando Lopez	T&D
Fabrication, Maintenance, and Construction	Robert Simonich	FMC

### **ODOR COMPLAINTS:**

There was one odor complaint received in January 2017 from a Union City resident. District staff inspected the sewer mains adjacent to the home, and no sewer odor was detected. The findings were relayed to the resident, and they were advised to contact the District should the odor return.

### **SAFETY:**

- There were no injuries in January 2017.
- One employee was off work during January from an injury in December.
- There were no near misses reported in January 2017.
- The District's new Hazardous Material consultant has started, and is working to ensure we are in compliance with the current regulations.

## **STAFFING & PERSONNEL:**

### **Recruitments Opened:**

- Accounting and Financial Analyst I
- Senior Accounting and Financial Analyst
- Acting Lead Collection System Worker

### **Other Accomplishments:**

- The Leadership Training Team completed the "Problem Solving and Facilitation" training module for Leadership School.
- Presentations were made to various Teams on the new interpretation services available, CTS Language Link.
- HR attended 2017 Legal Issues Update Seminar in SF.
- Kathleen King, HR Analyst, passed the SHRM-SCP exam. (Society of Human Resources Management Senior Certified Professional).

### **G.M. ACTIVITIES:** For the month of January, the GM was involved in the following:

- Attended East Bay Dischargers Authority (EBDA) Strategic Planning Meeting
- Attended EBDA Managers Advisory Committee Meeting
- Attended EBDA Commission Meeting
- Attended the California Association of Sanitation Agencies (CASA) Winter Conference
- Attended East Bay Dischargers Authority Strategic Planning Workshop
- Attended the Communications Strategy and Sewer Service Charge Comparison Board Workshop

### **G.M. Expense Reimbursement Summary:**

- Quarterly Coordination Meetings = \$106.22
- CASA Conference Travel and Accommodations = \$1,026.94

Attachments: Odor Report and Map  
Hours Worked and Leave Time by Work Group  
Financial Reports  
Business Services  
Technical Services  
Collection Services  
Fabrication, Maintenance, and Construction  
Treatment and Disposal Services



## ODOR REPORT January 2017

During the recording period from January 01, 2017 through January 31, 2017, there was one odor related service request received by the District.

### **City: Union City**

#### **1. Complaint Details:**

*Date:* 1/13/2017

*Location:* SMITH ST

*Wind (from):* N/A

*Temperature:* 55 Degrees F

*Time:* 12:55 pm

*Reported By:* Elaine Martin

*Wind Speed:* Calm mph

*Weather:* Clear

#### ***Response and Follow-up:***

We inspected our USD sewer mains adjacent to the home and found our mains flowing normal. We detected no sewer related odors or possible source. We relayed our findings to the reporting party and told them to call us back again should the odor return.



**Legend**

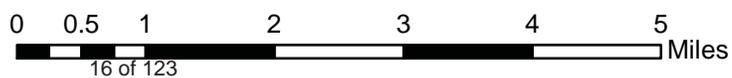
**Odor Complaints: January 2017**

- ^ Odor found, USD resolved (0)
- ! Odor found, not related to USD (0)
- # No odor found (1)

**Odor Complaints: Feb. to Dec. 2016**

- ^ Odor found, USD resolved (9)
- ! Odor found, not related to USD (8)
- # No odor found (13)

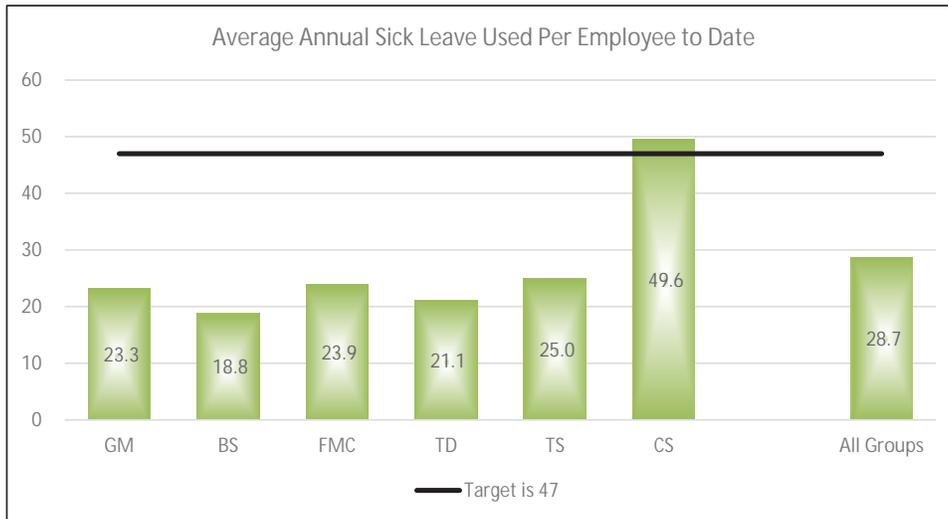
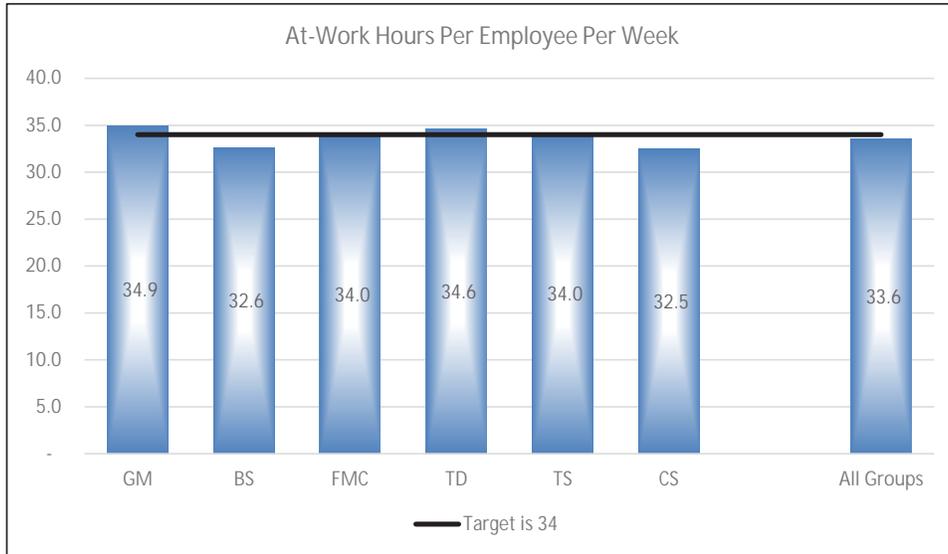
**Location of Odor Reports  
February 2016 to January 2017**



**HOURS WORKED AND LEAVE TIME BY WORK GROUP**

June 30, 2016 through January 25, 2017

Weeks to Date: 30 out of 52 (57.69%)



**NOTES**

- (1) Regular hours does not include hours worked by part-time or temporary employees.
- (2) Overtime hours includes call outs.
- (3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, FLEX, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., SLIP, VRIP, Holiday Banked Use leaves.
- (4) Sick Leave includes sick and catastrophic sick leaves as well as protected time off, of which the District has no discretion.

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of **34.9** hours per week over the course of a year; with 20 vacation days, **34.2** hours per week.

**HOURS WORKED AND LEAVE TIME BY WORK GROUP**

June 30, 2016 through January 25, 2017

Weeks to Date: 30 out of 52 (57.69%)

Group	Average Number of Employees	AT-WORK HOURS		At-Work Hours Per Employee Per Week	LEAVE HOURS				Average Annual Sick Leave Used Per Employee To Date	FY16		
		Regular (1)	Overtime (2)		Discretionary (3)	Short Term Disability	Workers Comp	Sick (4)		Average Number of Employees	At-Work Hours Per Week Per Employee	Annual Sick Leave Used
GM	2	2,035.50	51.25	34.9	318.00	-	-	46.50	23.3	2	36.1	40.6
BS	22	21,441.00	0.50	32.6	4,150.83	64.17	-	413.80	18.8	22	35.1	21.4
FMC	23	22,909.08	412.16	34.0	3,955.17	-	185.00	549.75	23.9	22	35.3	52.4
TD	27	27,255.67	633.92	34.6	4,568.64	215.34	16.50	570.85	21.1	25	35.4	49.9
TS	32	32,448.20	60.14	34.0	5,228.80	2.68	-	800.32	25.0	32	34.6	40.8
CS	32	29,520.50	1,526.19	32.5	5,628.14	463.91	-	1,585.78	49.6	31	35.1	55.0
<b>All Groups</b>	<b>138</b>	<b>135,609.95</b>	<b>2,684.16</b>	<b>33.6</b>	<b>23,849.58</b>	<b>746.10</b>	<b>201.50</b>	<b>3,967.00</b>	<b>28.7</b>	<b>134</b>	<b>35.1</b>	<b>44.5</b>

**SICK LEAVE INCENTIVE PROGRAM TARGETS**

**≥34**

**≤47**

The Sick Leave Incentive Program target goals are 47 or less hours of sick leave per employee annually, and 34 or more hours of at-work time per week per employee.

**NOTES**

(1) Regular hours does not include hours worked by part-time or temporary employees.

(2) Overtime hours includes call outs.

(3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, FLEX, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., SLIP, VRIP, Holiday Banked Use leaves.

(4) Sick Leave includes sick and catastrophic sick leaves, as well as protected time off, of which the District has no discretion.

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of 34.9 hours per week over the course of a year;

with 20 vacation days, 34.2 hours per week.

**BUDGET AND FINANCE REPORT**

FY 2017

**Year-to-date as of 01/31/17**

58% of year elapsed

**Revenues**

	<b>Budget</b>	<b>Actual</b>	<b>% of Budget Rec'd</b>	<b>Audited Last Year Actuals 6/30/16</b>
Capacity Fees	\$8,935,000	\$6,117,426	68%	\$7,233,337
Sewer Service Charges	50,404,690	26,438,603	52%	50,112,564
Operating (Work Groups)	1,355,000	913,017	67%	1,233,675
Interest	475,500	480,180	101%	496,439
Misc. (LAVWMA pymnt, solar, Cogen rebates)	505,000	468,978	93%	408,913
<b>Subtotal Revenues</b>	<b>\$61,675,190</b>	<b>\$34,418,203</b>	<b>56%</b>	<b>\$59,484,928</b>
SRF Loan Proceeds (Thickener Proj.)	2,800,000	1,993,199	71%	3,385,590
<b>Total Revenues + SRF Proceeds</b>	<b>\$64,475,190</b>	<b>\$36,411,402</b>	<b>56%</b>	<b>\$62,870,518</b>

**Expenses**

	<b>Budget</b>	<b>Actual</b>	<b>% of Budget Used</b>	<b>Last Year Actuals</b>
Capital Improvement Program:				
Capacity Proj.	\$4,342,500	\$2,525,325	58%	\$3,009,426
Renewal & Repl. Proj.	10,327,500	6,990,069	68%	8,494,486
Operating	34,714,533	18,842,695	54%	31,895,499
Special Projects	2,182,098	263,389	12%	707,526
Retiree Medical (ARC)	583,771	291,886	50%	561,205
Vehicle & Equipment	662,220	111,608	17%	341,967
Information Systems	1,232,100	329,162	27%	854,511
Plant & Pump Stat. R&R	250,000	183,110	73%	272,479
Emerg. Fund (Sinkhole)	0	286	0%	2,208,595
Pretreatment Fund	7,000	6,035	86%	29,249
Cty Fee for SSC Admin.	106,000	53,321	50%	105,866
Debt Servicing:				
SRF Loans	3,127,110	1,282,570	41%	3,127,110
<b>Total Expenses</b>	<b>\$57,534,832</b>	<b>\$30,879,456</b>	<b>54%</b>	<b>\$51,607,919</b>
<b>Total Revenue &amp; Proceeds less Expenses</b>	<b>\$6,940,358</b>	<b>\$5,531,947</b>		<b>\$11,262,599</b>

**Operating (Work Group) Expenses**

	<b>Budget</b>	<b>Actual</b>	<b>% of Budget Used</b>	<b>Last Year Actuals</b>
Board of Directors	\$178,500	\$72,757	41%	\$133,294
General Manager/Admin.	957,678	417,073	44%	884,051
Business Services	5,275,645	2,984,682	57%	4,772,324
Collection Services	6,296,287	3,355,270	53%	5,873,909
Technical Services	5,511,940	3,097,403	56%	5,156,725
Treatment & Disposal Services	10,631,833	5,783,578	54%	9,506,339
Fabrication, Maint. & Construction	5,862,650	3,131,932	53%	5,568,856
<b>Total</b>	<b>\$34,714,533</b>	<b>\$18,842,695</b>	<b>54%</b>	<b>\$31,895,499</b>

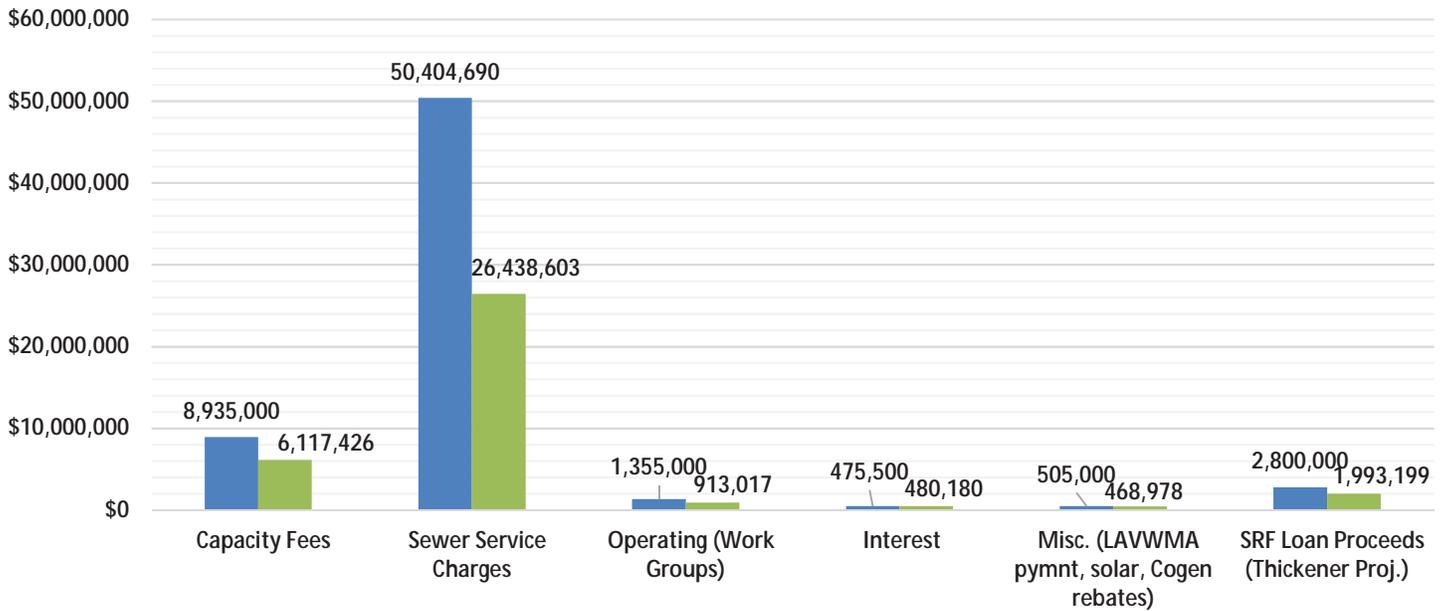
**Operating (Work Group) Expenses by Type**

	<b>Budget</b>	<b>Actual</b>	<b>% of Budget Used</b>	<b>Last Year Actuals</b>
Personnel (incl D&E)	\$23,912,246	\$13,174,752	55%	\$22,107,543
Repairs & Maintenance	2,022,630	1,106,034	55%	1,965,202
Supplies & Matls (chemicals, small tools)	2,424,140	1,105,707	46%	2,273,252
Outside Services (utilities, biosolids, legal)	6,029,045	3,456,202	57%	5,342,319
Fixed Assets	326,472	0	0%	207,183
<b>Total</b>	<b>\$34,714,533</b>	<b>\$18,842,695</b>	<b>54%</b>	<b>\$31,895,499</b>

**Revenues Expenses  
as of 1/31/17**

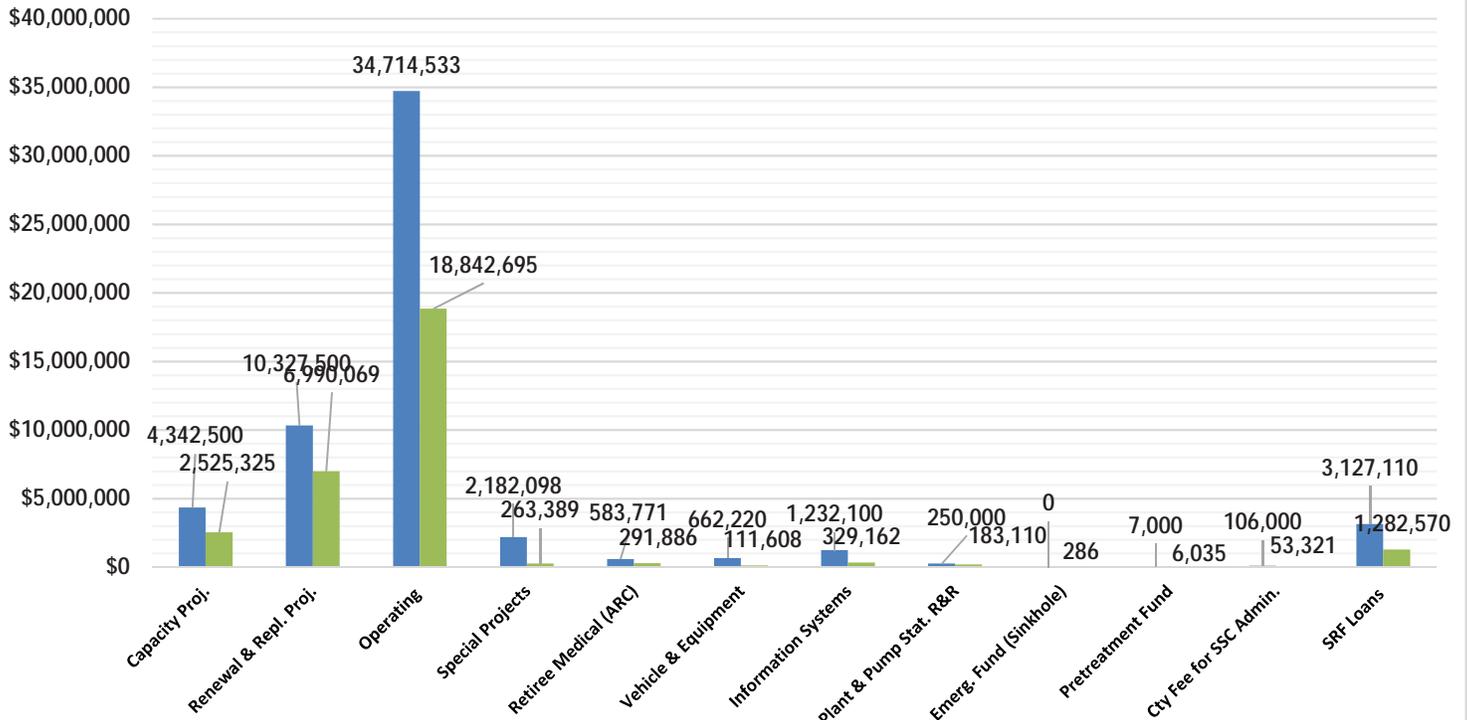
### Total Revenues

■ Budget ■ Actual



### Total Expenses

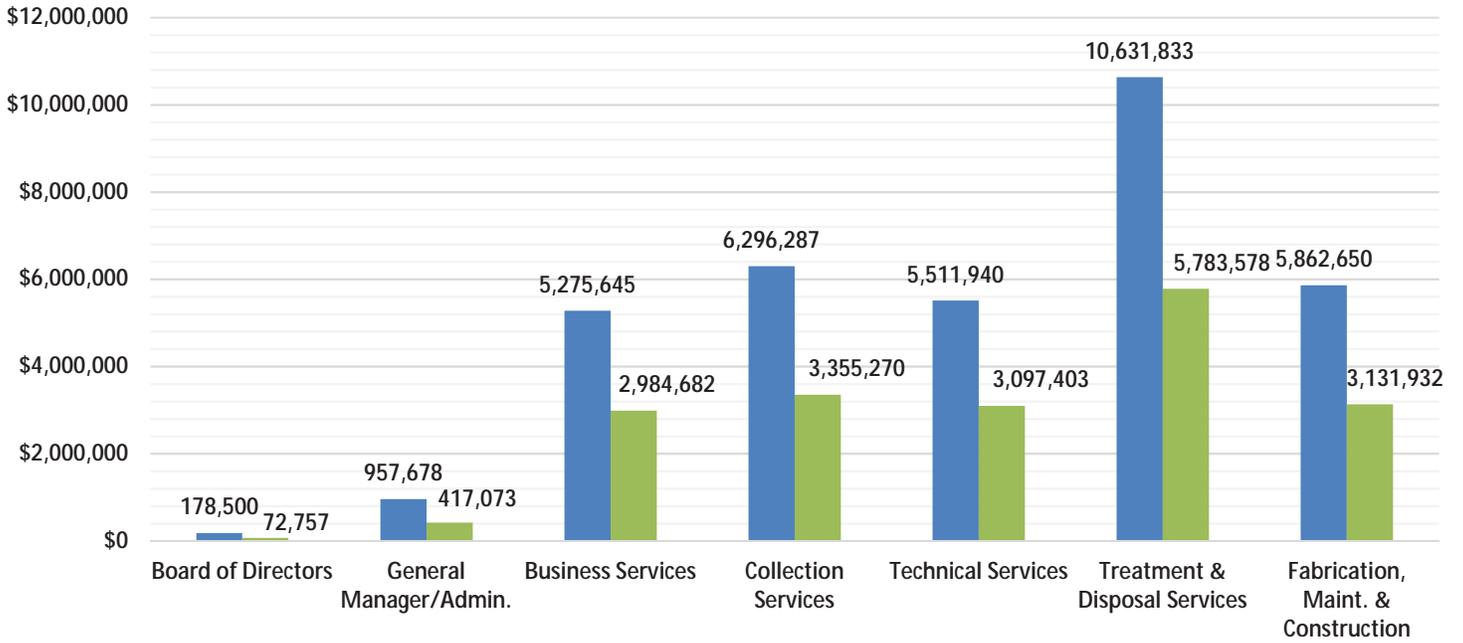
■ Budget ■ Actual



**Revenues Expenses  
as of 1/31/17**

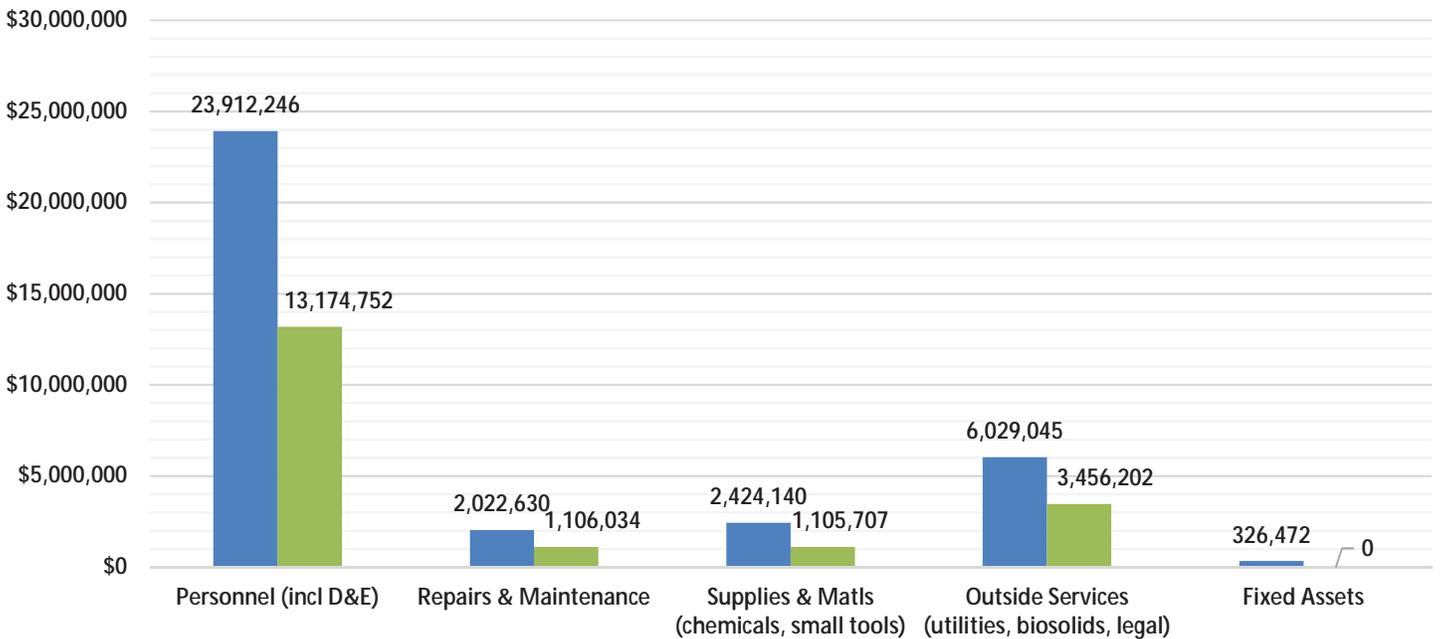
### Operating Expenses by Work Group

■ Budget ■ Actual



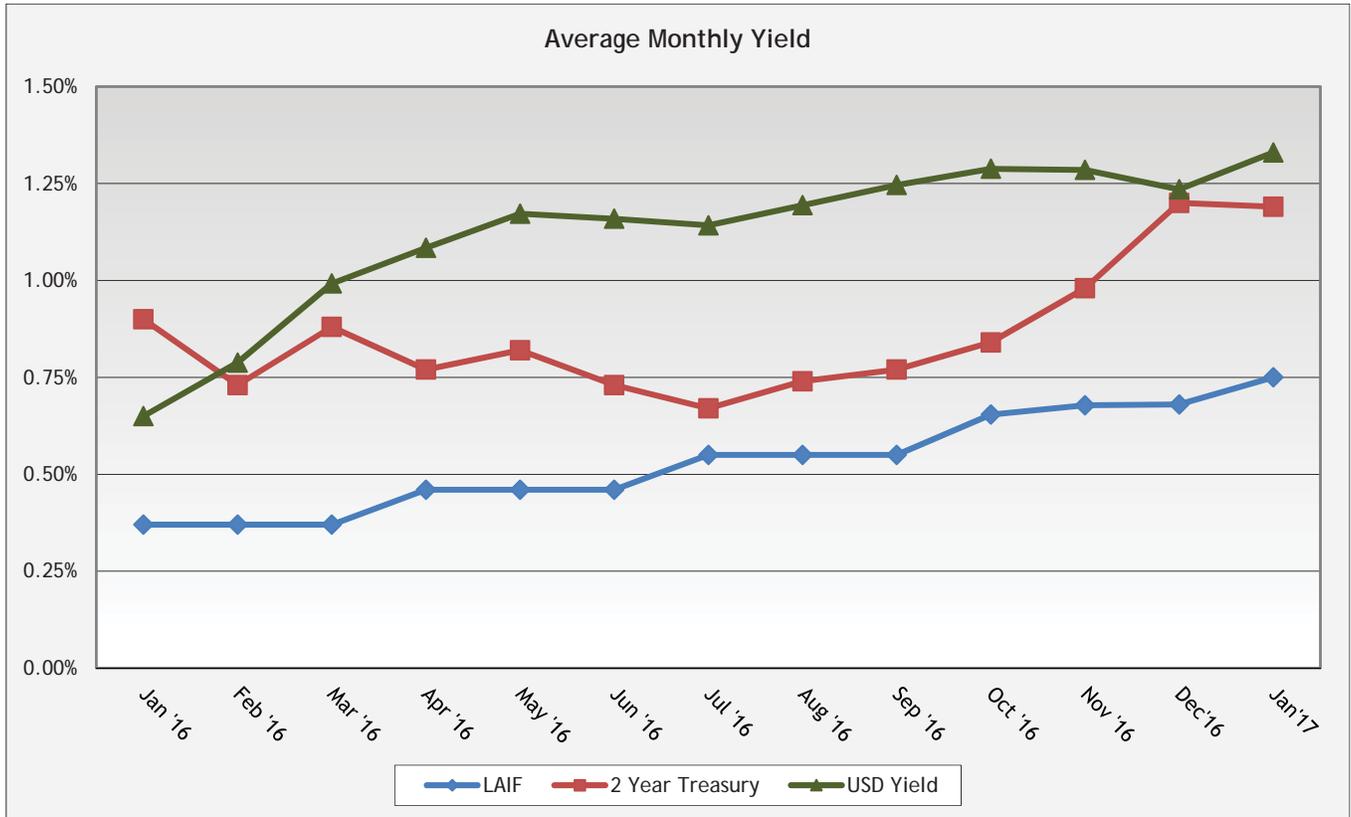
### Operating Expenses by Type

■ Budget ■ Actual

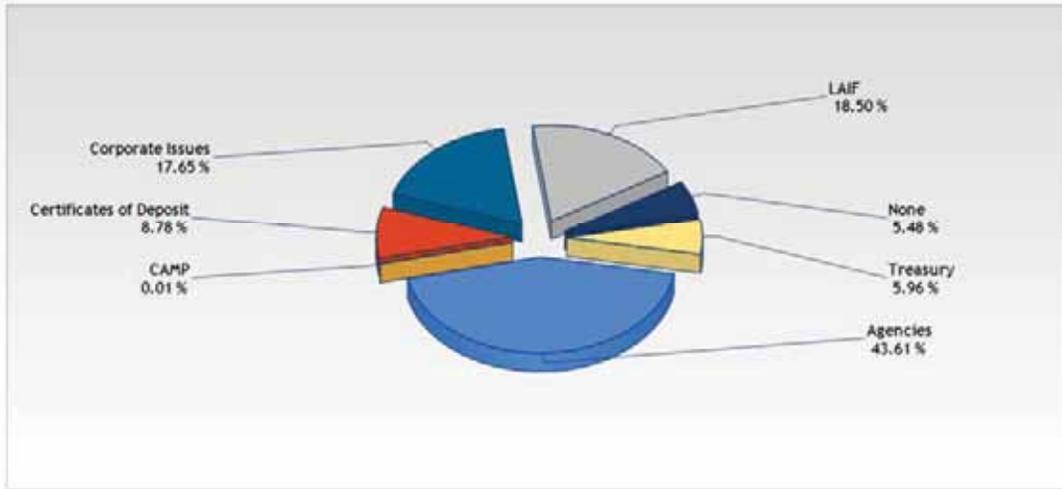


Business Services Group  
January 2017

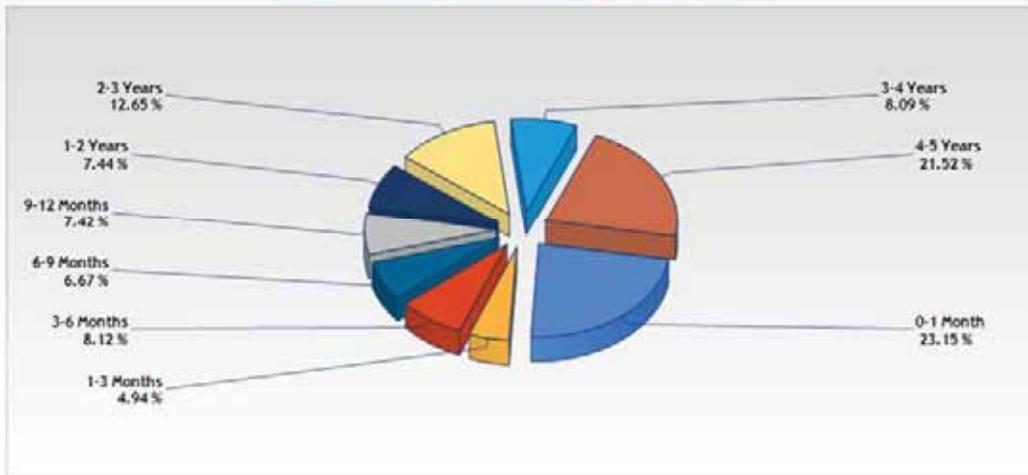
Performance Measures for the USD Investment Portfolio



Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	15,470,302.23	10.016	15,564,816.58	3	23.15	15,471,911.87	15,472,282.28	0.01
1-3 Months	3,313,000.00	0.939	3,318,192.77	46	4.94	3,315,076.95	3,314,638.76	0.13
3-6 Months	5,454,000.00	1.045	5,455,948.33	133	8.12	5,454,130.14	5,451,681.68	0.42
6-9 Months	4,477,000.00	0.982	4,486,519.00	212	6.67	4,484,349.93	4,480,385.44	0.58
9-12 Months	4,986,000.00	0.891	4,988,240.00	329	7.42	4,987,799.73	4,986,558.21	0.90
1-2 Years	5,000,000.00	1.256	5,001,550.00	579	7.44	4,988,560.00	5,000,475.53	1.58
2-3 Years	8,484,000.00	1.474	8,501,846.57	944	12.65	8,463,545.15	8,499,870.32	2.51
3-4 Years	5,248,000.00	2.043	5,439,145.28	1,270	8.09	5,362,890.14	5,407,410.26	3.30
4-5 Years	14,494,000.00	2.065	14,466,750.00	1,627	21.52	14,351,771.26	14,467,914.07	4.29
<b>Total / Average</b>	<b>66,926,302.23</b>	<b>3.472</b>	<b>67,223,008.53</b>	<b>668</b>	<b>100</b>	<b>66,880,035.17</b>	<b>67,081,216.55</b>	<b>1.77</b>

**Union Sanitary District**  
**Board Report - Holdings**  
 Report Format: By Transaction  
 Group By: Asset Class  
 Average By: Cost Value  
**Portfolio / Report Group: All Portfolios**  
 As of 1/31/2017

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
<b>Agencies</b>											
FFCB 0.9 1/16/2018-16	3133ECCZ5	S&P-AA+	12/23/2016	1,000,000.00	1,000,000.00	0.900	999,910.00	0.900		1/16/2018	1.49
FFCB 1.17 5/16/2019-17	3133EF7L5	Moodys-Aaa	5/16/2016	1,000,000.00	1,000,000.00	1.170	995,140.00	1.170	5/16/2017	5/16/2019	1.49
FFCB 1.3 11/25/2019-16	3133EGBK0	Moodys-Aaa	5/25/2016	1,000,000.00	997,950.00	1.300	985,900.00	1.360		11/25/2019	1.48
FFCB 1.37 12/27/2018-17	3133EGZ24	None	12/27/2016	1,000,000.00	1,000,000.00	1.370	1,000,480.00	1.370	12/27/2017	12/27/2018	1.49
FFCB 1.59 3/23/2020-17	3133EFR25	Moodys-Aaa	3/23/2016	1,000,000.00	1,000,000.00	1.590	997,330.00	1.590	3/23/2017	3/23/2020	1.49
FFCB 1.7 5/3/2021-17	3133EF5T0	Moodys-Aaa	5/3/2016	1,000,000.00	1,000,000.00	1.700	982,540.00	1.700	5/3/2017	5/3/2021	1.49
FHLB 0.8 5/17/2017	3130A4Q54	Moodys-Aaa	3/27/2015	1,000,000.00	1,001,690.00	0.800	1,000,670.00	0.720		5/17/2017	1.49
FHLB 0.9 9/28/2017	3130A5KH1	Moodys-Aaa	7/22/2015	1,000,000.00	1,001,140.00	0.900	1,001,320.00	0.847		9/28/2017	1.49
FHLB 1.875 11/29/2021	3130AABG2	S&P-AA+	12/22/2016	1,000,000.00	988,100.00	1.875	994,060.00	2.130		11/29/2021	1.47
FHLB 1.93 12/21/2020-17	3130AADQ8	None	12/21/2016	1,000,000.00	1,000,000.00	1.930	995,700.00	1.930	3/21/2017	12/21/2020	1.49
FHLB 2.05 12/29/2021-17	3130AAET1	None	12/29/2016	1,000,000.00	1,000,000.00	2.050	1,000,170.00	2.050	12/29/2017	12/29/2021	1.49
FHLB 2.4 12/22/2021-17	3130AAHC5	None	12/22/2016	1,000,000.00	1,000,000.00	2.400	1,000,390.00	2.400	6/22/2017	12/22/2021	1.49
FHLB Step 3/15/2021-16	3130A7EG6	Moodys-Aaa	3/15/2016	1,000,000.00	1,000,000.00	1.000	996,920.00	2.216	3/15/2017	3/15/2021	1.49
FHLB Step 4/28/2021-16	3130A7PR0	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.000	990,290.00	2.114	4/28/2017	4/28/2021	1.49
FHLB Step 4/28/2021-16	3130A7QX6	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.250	987,760.00	2.021		4/28/2021	1.49
FHLMC 0.8 8/25/2017-16	3134G8L49	Moodys-Aaa	2/25/2016	1,000,000.00	1,000,000.00	0.800	1,000,000.00	0.800	2/25/2017	8/25/2017	1.49
FHLMC 1 7/25/2017	3134G3ZH6	Moodys-Aaa	6/24/2015	1,000,000.00	1,004,540.00	1.000	1,001,630.00	0.780		7/25/2017	1.49
FHLMC 1.2 12/14/2018-17	3134GAZU1	None	12/14/2016	1,000,000.00	1,000,000.00	1.200	993,480.00	1.200	3/14/2017	12/14/2018	1.49
FHLMC 1.25 10/28/2019-17	3134G8XQ7	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.250	987,220.00	1.250	4/28/2017	10/28/2019	1.49

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
FHLMC 1.5 12/30/2019-17	3134GAYY4	S&P-AA+	12/30/2016	1,000,000.00	1,000,000.00	1.500	998,100.00	1.500	3/30/2017	12/30/2019	1.49
FHLMC 2 12/30/2021-17	3134GAYV0	None	12/30/2016	1,000,000.00	1,000,000.00	2.000	995,050.00	2.000	3/30/2017	12/30/2021	1.49
FHLMC Step 3/30/2020-17	3134G8ST7	Moodys-Aaa	3/30/2016	1,000,000.00	1,000,000.00	1.000	999,620.00	1.744	3/30/2017	3/30/2020	1.49
FHLMC Step 4/28/2021-16	3134G8VZ9	Moodys-Aaa	4/28/2016	2,500,000.00	2,500,000.00	1.250	2,458,250.00	2.116		4/28/2021	3.72
FHLMC Step 4/28/2021-16	3134G8Z28	Moodys-Aaa	5/10/2016	1,000,000.00	999,500.00	1.125	986,450.00	2.044	4/28/2017	4/28/2021	1.49
FNMA 1.5 6/16/2021-16	3136G3QX6	Moodys-Aaa	6/16/2016	1,000,000.00	995,000.00	1.500	968,910.00	1.604	3/16/2017	6/16/2021	1.48
FNMA Step 5/12/2021-17	3136G3MD4	Moodys-Aaa	5/12/2016	1,000,000.00	1,000,000.00	0.900	998,070.00	1.851	5/12/2017	5/12/2021	1.49
La Qunita Redev Agency 2.034 9/1/2019	50420BCH3	None	12/22/2016	1,330,000.00	1,336,650.00	2.034	1,335,120.50	1.843		9/1/2019	1.99
Victor Valley College General Obligation Bond 2.35	92603PER9	Moodys-Aa2	12/28/2016	500,000.00	490,150.00	2.350	493,395.00	2.811		8/1/2021	0.73
<b>Sub Total / Average</b>				<b>29,330,000.00</b>	<b>29,314,720.00</b>	<b>1.381</b>	<b>29,143,875.50</b>	<b>1.651</b>			<b>43.61</b>

**CAMP**

CAMP LGIP	LGIP4000	None	5/31/2011	9,850.64	9,850.64	100.000	9,850.64	100.000	N/A	N/A	0.01
<b>Sub Total / Average</b>				<b>9,850.64</b>	<b>9,850.64</b>	<b>100.000</b>	<b>9,850.64</b>	<b>100.000</b>			<b>0.01</b>

**Certificates of Deposit**

Ally Bank 1.35 10/28/2019	02006LQ48	None	10/27/2016	248,000.00	248,000.00	1.350	245,338.22	1.350		10/28/2019	0.37
American Express Centurian 1.05 6/5/2017	02587DYJ1	None	6/5/2015	240,000.00	240,000.00	1.050	240,180.24	1.050		6/5/2017	0.36
Bank Hapoalim 0.85 2/17/2017	06251AL65	None	2/18/2016	248,000.00	248,000.00	0.850	248,037.20	0.850		2/17/2017	0.37
BankUnited NA 0.9 5/24/2017	066519BE8	None	11/24/2015	240,000.00	240,000.00	0.900	240,171.60	0.900		5/24/2017	0.36
Capital One Bank 1.5 10/26/2020	140420L99	None	10/26/2016	248,000.00	248,000.00	1.500	243,580.14	1.500		10/26/2020	0.37
Capital One National Asso Bank 1.25 8/28/2017	14042E6B1	None	8/26/2015	245,000.00	245,000.00	1.250	245,667.38	1.250		8/28/2017	0.36
Comenity Capital 1.25 4/11/2019	20033ASR8	None	10/25/2016	248,000.00	248,000.00	1.250	246,066.34	1.250		4/11/2019	0.37
Community Bank of the Chesapeake 0.75 8/8/2017	20350ABN0	None	6/8/2016	248,000.00	248,000.00	0.750	248,138.14	0.750		8/8/2017	0.37
Compass Bank 0.95 6/5/2017	20451PLE4	None	6/5/2015	240,000.00	240,000.00	0.950	240,229.68	0.950		6/5/2017	0.36

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Discover Bank 2.25 12/29/2021	254672Y36	None	12/29/2016	247,000.00	247,000.00	2.250	249,817.78	2.250		12/29/2021	0.37
First Bank of Richmond 0.7 8/2/2017	319267FK1	None	6/2/2016	248,000.00	248,000.00	0.700	248,132.93	0.700		8/2/2017	0.37
First Niagara Bank 1.1 10/30/2017	33583CSV2	None	10/30/2015	245,000.00	245,000.00	1.100	245,665.18	1.100		10/30/2017	0.36
Franklin Synergy Bank 0.85 12/11/2017	35471TCH3	None	6/10/2016	248,000.00	248,000.00	0.850	247,974.21	0.850		12/11/2017	0.37
Goldman Sachs Bank 1 10/16/2017	38148JQX2	None	4/27/2015	240,000.00	239,520.00	1.000	240,640.08	1.069		10/16/2017	0.36
JP Morgan Chase Bank 1.1 7/15/2019	48125Y5L4	None	7/15/2016	249,000.00	249,000.00	1.100	247,232.60	1.100		7/15/2019	0.37
Marlin Business Bank 0.85 8/24/2017	57116ALG1	None	2/24/2016	248,000.00	248,000.00	0.850	248,463.02	0.850		8/24/2017	0.37
Medallion Bank 1.15 10/30/2017	58403B2L9	None	10/28/2015	245,000.00	245,000.00	1.150	245,669.10	1.150		10/30/2017	0.36
Merrick Bank 0.9 5/19/2017	59013JLK3	None	11/19/2015	240,000.00	240,000.00	0.900	240,159.84	0.900		5/19/2017	0.36
Pacific Premier Bank 0.9 12/5/2017	69478QDG2	None	6/3/2016	248,000.00	248,000.00	0.900	248,001.24	0.900		12/5/2017	0.37
Peoples State Bank of Newton 0.7 6/15/2017	712490AC5	None	6/15/2016	249,000.00	249,000.00	0.700	249,072.21	0.700		6/15/2017	0.37
Santander Bank 0.8 2/17/2017	80280JLS8	None	2/17/2016	248,000.00	248,000.00	0.800	248,031.74	0.800		2/17/2017	0.37
TCF National Bank 0.85 8/17/2017	872278SH0	None	2/17/2016	248,000.00	248,000.00	0.850	248,448.38	0.850		8/17/2017	0.37
Wells Fargo Bank 1.15 7/22/2019	9497486R3	None	7/20/2016	249,000.00	249,000.00	1.150	247,135.49	1.150		7/22/2019	0.37
Wex Bank 0.85 5/19/2017	92937CDE5	None	11/20/2015	245,000.00	245,000.00	0.850	245,168.07	0.850		5/19/2017	0.36
<b>Sub Total / Average</b>				<b>5,902,000.00</b>	<b>5,901,520.00</b>	<b>1.042</b>	<b>5,897,020.81</b>	<b>1.045</b>			<b>8.78</b>

**Corporate Issues**

3M COMPANY 1 6/26/2017	88579YAE1	S&P-AA-	12/13/2016	1,000,000.00	1,000,260.00	1.000	1,000,720.00	0.717		6/26/2017	1.49
American Express Credit 2.375 3/24/2017	0258M0DD8	Moodys-A2	5/25/2016	1,000,000.00	1,012,171.77	2.375	1,001,830.00	0.900		3/24/2017	1.51
Caterpillar Financial 1 3/3/2017	14912L5Z0	Moodys-A2	12/23/2014	1,313,000.00	1,307,603.57	1.000	1,313,196.95	1.190		3/3/2017	1.95
Chevron Corp 2.193 11/15/2019	166764AN0	Moodys-Aa2	2/26/2016	1,160,000.00	1,167,806.57	2.193	1,171,252.00	2.004		11/15/2019	1.74
General Electric Capital Corp 5.4 2/15/2017	36962G2G8	Moodys-A1	3/2/2015	1,085,000.00	1,179,514.35	5.400	1,086,540.70	0.890		2/15/2017	1.75
HSBC 4.875 8/24/2020	4042Q1AE7	Moodys-A1	5/17/2016	2,000,000.00	2,191,145.28	4.875	2,126,660.00	2.500		8/24/2020	3.26

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
JP Morgan 1.09 6/5/2017	46640PT52	Moodys-A1	1/6/2017	1,000,000.00	995,458.33	1.090	996,128.50	2.197		6/5/2017	1.48
JP Morgan Chase & Co 2 8/15/2017	48126EAA5	Moodys-A3	2/16/2016	1,000,000.00	1,008,859.00	2.000	1,003,540.00	1.400		8/15/2017	1.50
Toyota Motor Credit 1.55 7/13/2018	89236TCP8	Moodys-Aa3	3/16/2016	1,000,000.00	1,002,490.00	1.550	1,000,050.00	1.440		7/13/2018	1.49
Toyota Motor Credit Corp 1.2 4/6/2018	89236TCX1	Moodys-Aa3	5/24/2016	1,000,000.00	1,000,360.00	1.200	996,790.00	1.180		4/6/2018	1.49
<b>Sub Total / Average</b>				<b>11,558,000.00</b>	<b>11,865,668.87</b>	<b>2.544</b>	<b>11,696,708.15</b>	<b>1.540</b>			<b>17.65</b>
<b>LAIF</b>											
LAIF LGIP	LGIP1002	None	4/30/2011	12,438,268.79	12,438,268.79	0.751	12,438,268.79	0.751	N/A	N/A	18.50
<b>Sub Total / Average</b>				<b>12,438,268.79</b>	<b>12,438,268.79</b>	<b>0.751</b>	<b>12,438,268.79</b>	<b>0.751</b>			<b>18.50</b>
<b>None</b>											
FHLMC 1 8/15/2018-17	3134GABQ6	None	1/31/2017	1,000,000.00	998,700.00	1.000	997,760.00	1.087	8/15/2017	8/15/2018	1.49
State Bank of India 2.25 1/26/2022	8562846A7	None	1/26/2017	247,000.00	247,000.00	2.250	249,698.48	2.250		1/26/2022	0.37
T-Note 0.875 1/31/2018	912828UJ7	None	1/9/2017	1,000,000.00	999,620.00	0.875	999,960.00	0.911		1/31/2018	1.49
Union Bank Cash	LGIPUNIONBANK	None	12/31/2016	1,441,182.80	1,441,182.80	0.120	1,441,182.80	0.120	N/A	N/A	2.14
<b>Sub Total / Average</b>				<b>3,688,182.80</b>	<b>3,686,502.80</b>	<b>0.706</b>	<b>3,688,601.28</b>	<b>0.739</b>			<b>5.48</b>
<b>Treasury</b>											
T-Bond 0.5 3/31/2017	912828J92	Moodys-Aaa	3/9/2016	1,000,000.00	998,417.43	0.500	1,000,050.00	0.650		3/31/2017	1.49
T-Note 0.875 1/15/2018	912828H37	Moodys-Aaa	6/1/2015	1,000,000.00	1,001,560.00	0.875	999,960.00	0.815		1/15/2018	1.49
T-Note 0.875 11/15/2017	912828G20	Moodys-Aaa	6/24/2015	1,000,000.00	1,001,060.00	0.875	1,000,660.00	0.830		11/15/2017	1.49
T-Note 1.5 2/28/2019	912828C24	None	1/9/2017	1,000,000.00	1,005,440.00	1.500	1,005,040.00	1.241		2/28/2019	1.50
<b>Sub Total / Average</b>				<b>4,000,000.00</b>	<b>4,006,477.43</b>	<b>0.938</b>	<b>4,005,710.00</b>	<b>0.884</b>			<b>5.96</b>
<b>Total / Average</b>				<b>66,926,302.23</b>	<b>67,223,008.53</b>	<b>1.391</b>	<b>66,880,035.17</b>	<b>1.330</b>			<b>100</b>

All investment actions executed since the last report have been made in full compliance with the District's Investment Policy.

The District will meet its expenditure obligations for the next six months.

Market value sources are the LAIF, CAMP, and BNY Mellon monthly statements.

Broker/Dealers: BOSCO, Inc.; Cantella & Co.; First Empire Securities; Ladenburg, Thalman & Co, Inc.; UBS Financial Services; Wells Fargo Securities.

Union Sanitary District  
 Transactions Summary  
 Monthly Activity - by Action  
 Group By: Action  
 Portfolio / Report Group: All Portfolios  
 Begin Date: 01/01/2017, End Date: 01/31/2017

Description	CUSIP/Ticker	Coupon Rate	YTM @ Cost	Settlement Date	Face Amount/Shares	Principal	Realized Gain/Loss	Interest/Dividends	Total	Custodian	Portfolio Name
<b>Buy</b>											
FHLMC 1 8/15/2018-17	3134GABQ6	1.000	1.087	01/31/2017	1,000,000.00	998,700.00		4,611.11	1,003,311.11	Bank of New York 7537	Operating Fund
JP Morgan 1.09 6/5/2017	46640PT52	1.090	2.197	01/06/2017	1,000,000.00	995,458.33		0.00	995,458.33	Bank of New York 7537	Operating Fund
State Bank of India 2.25 1/26/2022	8562846A7	2.250	2.250	01/26/2017	247,000.00	247,000.00		0.00	247,000.00	Bank of New York 7537	Operating Fund
T-Note 0.875 1/31/2018	912828UJ7	0.875	0.911	01/09/2017	1,000,000.00	999,620.00		3,851.90	1,003,471.90	Bank of New York 7537	Operating Fund
T-Note 1.5 2/28/2019	912828C24	1.500	1.241	01/09/2017	1,000,000.00	1,005,440.00		5,428.18	1,010,868.18	Bank of New York 7537	Operating Fund
<b>Sub Total / Average</b>					<b>4,247,000.00</b>	<b>4,246,218.33</b>		<b>13,891.19</b>	<b>4,260,109.52</b>		
<b>Deposit</b>											
LAIF LGIP	LGIP1002	N/A	0.000	01/13/2017	15,388.23	15,388.23		0.00	15,388.23	None	Liquid Fund
Union Bank Cash	LGIPUNIONBANK	N/A	0.000	01/31/2017	175,854.32	175,854.32		0.00	175,854.32	None	Liquid Fund
<b>Sub Total / Average</b>					<b>191,242.55</b>	<b>191,242.55</b>		<b>0.00</b>	<b>191,242.55</b>		
<b>Interest</b>											
Bar Harbor Bank 0.7 1/30/2017	066851TT3	0.700	0.000	01/30/2017	0.00	0.00		142.68	142.68	None	Operating Fund
Comenity Capital 1.25 4/11/2019	20033ASR8	1.250	0.000	01/11/2017	0.00	0.00		263.29	263.29	None	Operating Fund
FFCB 0.9 1/16/2018-16	3133ECCZ5	0.900	0.000	01/17/2017	0.00	0.00		4,500.00	4,500.00	None	Operating Fund
FHLMC 1 7/25/2017	3134G3ZH6	1.000	0.000	01/25/2017	0.00	0.00		5,000.00	5,000.00	None	Operating Fund
FNMA 1.25 1/30/2017	3135G0GY3	1.250	0.000	01/30/2017	0.00	0.00		6,250.00	6,250.00	None	Operating Fund
Franklin Synergy Bank 0.85 12/11/2017	35471TCH3	0.850	0.000	01/10/2017	0.00	0.00		179.04	179.04	None	Operating Fund
JP Morgan Chase Bank 1.1 7/15/2019	48125Y5L4	1.100	0.000	01/17/2017	0.00	0.00		690.38	690.38	None	Operating Fund
LAIF LGIP	LGIP1002	N/A	0.000	01/13/2017	0.00	0.00		15,388.23	15,388.23	None	Liquid Fund
Medallion Bank 1.15 10/30/2017	58403B2L9	1.150	0.000	01/30/2017	0.00	0.00		239.29	239.29	None	Operating Fund
Merrick Bank 0.9 5/19/2017	59013JLK3	0.900	0.000	01/19/2017	0.00	0.00		183.45	183.45	None	Operating Fund
Pacific Premier Bank 0.9 12/5/2017	69478QDG2	0.900	0.000	01/03/2017	0.00	0.00		189.57	189.57	None	Operating Fund
Peoples State Bank of Newton 0.7 6/15/2017	712490AC5	0.700	0.000	01/17/2017	0.00	0.00		148.04	148.04	None	Operating Fund
Royal Bank of Canada 1.2 1/23/2017	78010UNX1	1.200	0.000	01/23/2017	0.00	0.00		6,000.00	6,000.00	None	Operating Fund
T-Note 0.875 1/15/2018	912828H37	0.875	0.000	01/17/2017	0.00	0.00		4,375.00	4,375.00	None	Operating Fund
T-Note 0.875 1/31/2018	912828UJ7	0.875	0.000	01/31/2017	0.00	0.00		4,375.00	4,375.00	None	Operating Fund
Toyota Motor Credit 1.55 7/13/2018	89236TCP8	1.550	0.000	01/13/2017	0.00	0.00		7,750.00	7,750.00	None	Operating Fund
Wells Fargo Bank 1.15 7/22/2019	9497486R3	1.150	0.000	01/20/2017	0.00	0.00		243.20	243.20	None	Operating Fund
<b>Sub Total / Average</b>					<b>0.00</b>	<b>0.00</b>		<b>55,917.17</b>	<b>55,917.17</b>		
<b>Matured</b>											
Bar Harbor Bank 0.7 1/30/2017	066851TT3	0.700	0.000	01/30/2017	240,000.00	240,000.00		0.00	240,000.00	Bank of New York 7537	Operating Fund
FNMA 1.25 1/30/2017	3135G0GY3	1.250	0.000	01/30/2017	1,000,000.00	1,000,000.00		0.00	1,000,000.00	Bank of New York 7537	Operating Fund
Royal Bank of Canada 1.2 1/23/2017	78010UNX1	1.200	0.000	01/23/2017	1,000,000.00	1,000,000.00		0.00	1,000,000.00	Bank of New York 7537	Operating Fund
<b>Sub Total / Average</b>					<b>2,240,000.00</b>	<b>2,240,000.00</b>		<b>0.00</b>	<b>2,240,000.00</b>		
<b>Withdraw</b>											
LAIF LGIP	LGIP1002	N/A	0.000	01/05/2017	3,100,000.00	3,100,000.00		0.00	3,100,000.00	None	Liquid Fund
LAIF LGIP	LGIP1002	N/A	0.000	01/11/2017	2,500,000.00	2,500,000.00		0.00	2,500,000.00	None	Liquid Fund
<b>Sub Total / Average</b>					<b>5,600,000.00</b>	<b>5,600,000.00</b>		<b>0.00</b>	<b>5,600,000.00</b>		

**MONTHLY OPERATIONS REPORT FOR THE MONTH OF JANUARY 2017**  
**TECHNICAL SUPPORT WORK GROUP SUMMARY**

**Capital Improvement Program**

**Thickener Control Building Improvements Project** – Startup and testing for the relocated pumps and grinders was completed on January 20<sup>th</sup>. Installation of remaining electrical conduits, lighting and grating is in progress.

**Fremont and Paseo Padre Lift Stations Improvements Project** – The operational testing of the two lift pumps at Fremont Lift Station was successfully completed on January 16<sup>th</sup>. Testing for the first lift pump at Paseo Padre Lift Station commenced on January 25<sup>th</sup>.

**MCC and PLC Replacement Project, Phase 3** – Project closeout is in progress.

**Plant Facilities Improvements Project** – Project closeout is in progress, including negotiations of change orders.

**Chemical Tanks and Piping Replacement Project** – Contractor completed underground piping installation and modification near the FMC Trailer and the Maintenance Shop Building.

**Newark Backyard Sanitary Sewer Relocation Project, Phase 3** – Project closeout is in progress. Staff completed change order negotiations with the contractor.

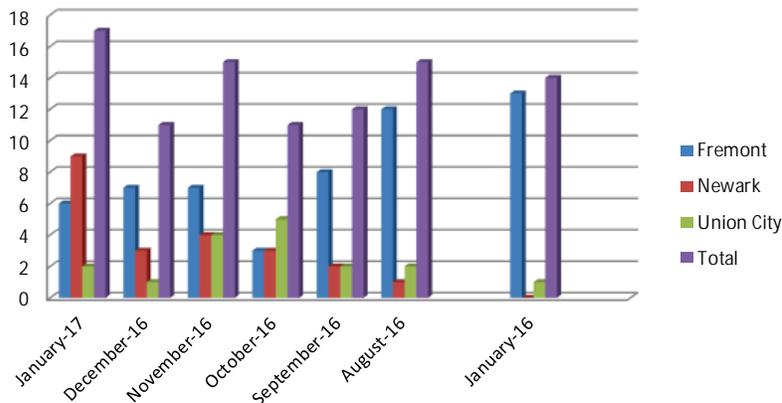
**Sludge Degritter System Project** – Submittal review and equipment procurement are in progress.

**Headworks Knife Gate Valves 1-3 Replacement Project** – Submittal review and material procurement are in progress.

**Customer Service**

Trouble Calls dispatched from the Front Desk during business hours:

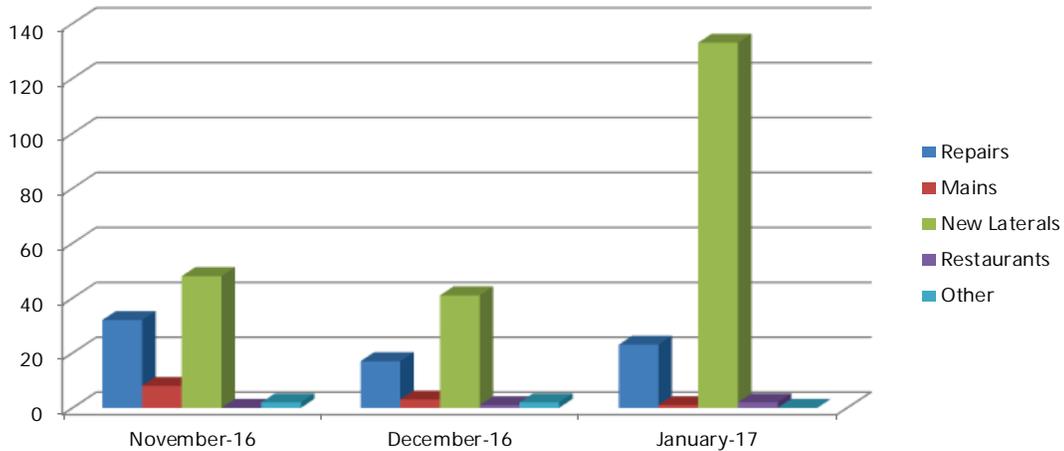
Month	Fremont	Newark	Union City	Total
January-17	6	9	2	17
December-16	7	3	1	11
November-16	7	4	4	15
October-16	3	3	5	11
September-16	8	2	2	12
August-16	12	1	2	15
January-16	13	0	1	14
6-Month Total				81



## Sewer Permits Issued

Month	Repairs	Mains	New Laterals	Restaurants	Other
January-17	23	1	133	2	0
December-16	17	3	41	1	2
November-16	32	8	48	0	2

New Laterals - New residential lateral connections  
 Other - Non-residential construction (except restaurants)



## Communication

- Developed GM presentation on USD's Open House for CASA conference session
- Participated in CASA Communications Workgroup activities – Open House/Plant Tours conference session, workgroup meeting
- Posted photo of GM presentation at CASA conference on USD Facebook page & Twitter account
- Continued participation in USD virtual tour video production planning
- Continued activity on Union City Chamber of Commerce Board of Directors
- Continued planning for centennial celebration in 2018
- Continued research regarding USD 2017 newsletter
- Researched Fats, Oils, and Grease (FOG) public outreach campaigns

## Environmental Compliance

### **Pollution Prevention Program**

USD's Environmental Compliance team conducts pollution prevention inspections to restaurants, car wash businesses, and other commercial facilities. EC also conducts inspections and enforcement for the City of Fremont's Environmental Services group. We conduct over 600 Stormwater compliance inspections every year to ensure that commercial facilities, including restaurants and auto shops, comply with City Ordinance requirements, and do not discharge pollutants to the creeks and bay.

For the past month, the EC team conducted 88 Stormwater (Urban Runoff), and 37 FOG (restaurant) inspections. During this reporting period, Inspectors identified 26 Stormwater and 10 FOG enforcement actions. Three (3) of the Stormwater enforcements resulted in administrative fines ranging from \$100 to \$500. All of the three administrative fines were for repeated violations.

**Urban Runoff Inspections and Enforcements**

January 2017	No. of UR Inspections	VW	WL	NOV	AF	LA	Total Enforcements	No. of Illicit Discharge/s	0
	88	7	5	11	3	0	26	% enforcement	30%

**FOG Inspections and Enforcements**

January 2017	No. of FOG Inspections	VW	WL	NOV	AF	NOD	Total Enforcements	% enforcement	27%
	37	5	5	0	0	0	10		

*Enforcements:*

*VW – Verbal Warning*

*WL – Warning Letter*

*NOV – Notices of Violation*

*AF – Administrative Fine*

*LA – Legal Action*

*NOD – Notice of Deficiency*

*AO – Administrative Order*

*C&D – Cease & Desist Order*

*SNC – Significant Non Compliance*

**Dental Inspections, School Outreach, and Plant Tours**

# of Dental Inspections	# of School Outreach Events including Sewer Science	# of Plant Tours
10	16	None

**Industrial Pretreatment**

The Industrial Pretreatment program has a number of pending permits as shown in the table below. USD inspectors are working with each of these companies to establish permitted industrial discharges.

**Pending Permits**

<b>New Industrial/Groundwater Permits</b>	<b>Groundwater/Temporary</b>
Chemetall	None
Mission Linen	
TE Connectivity	
Seagate Technology LLC FRC	

**Permits Issued**

<b>Company Name</b>	<b>Date Permit Issued</b>
None	

**Industrial Closures**

<b>Company Name</b>	<b>Date of Closure</b>
None	

**Reports (Annual & Semi-Annual Pretreatment Report, Union City Report, etc.)**

<b>Report Name</b>	<b>Date Report Completed and Submitted</b>
None	



	Construction Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for Jan. 2017 Activities
5.	Chemical Tanks and Piping Replacement Project – Thomas	\$2,102	10/17	5%	39%	Contractor completed underground piping installation and modifications at the FMC Trailer and Maintenance Shop Building.
6.	Alvarado-Niles Road SS Rehabilitation Project – Chris E.	\$3,249	10/16	100%	100%	Board accepted the Project on January 9 <sup>th</sup> .
7.	Newark Backyard SS Relocation Project Phase 3 –Andrew/Rollie	\$2,107	09/16	100%	100%	Staff completed change order negotiations with the contractor.
8.	Sludge Degritter System Project – Kevin	\$1,436	10/17	4%	28%	Submittal review and equipment procurement are in progress.
9.	Headworks Knife Gate Valves 1-3 Replacement – Kevin	\$478	10/17	1%	11%	Submittal review and material procurement are in progress.
10.	Digesters No. 1 and 3 Gas Isolation Valves Project - Derek	\$100	04/17	0%	0%	Board awarded the project on January 23 <sup>rd</sup> .

### Design/Study

No. of projects in design/study phase: 13

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for Jan. 2017 Activities
1.	Alvarado Basin Master Plan Capacity Assessment - Rollie	\$167	4/17	42%	67%	Began flow model updating and flow calibrations.
2.	Plant Solids System / Capacity Assessment Phase 2 – Curtis	\$279	11/17	2%	5%	Board authorized the task order for Phase 2 on January 9 <sup>th</sup> . Consultant submitted the Project Plan for review on January 25 <sup>th</sup> .
3.	Recycled Water Feasibility Study Update – Chris E.	\$130	2/17	99%	99%	Final report under State Water Board review.
4.	Force Main Corrosion Repairs Phase 1 – Chris E.	\$113	4/17	16%	16%	Phase 1 final design commenced. 75% design submittal is due in February.

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for Jan. 2017 Activities
5.	Cogeneration Phase 2 Project - Derek	\$27	09/16	100%	100%	Project is ready to advertise but on hold pending resolution of current Cogen issues.
6.	Seismic Vulnerability Assessment, Phase 3 - Thomas	\$105	06/30	40%	50%	Draft seismic evaluation draft report for Aeration Basins 1-4 and Digester No.3 was submitted for review.
7.	Newark Pump Station Wetwell Improvements - Thomas	\$99	05/17	20%	33%	Final design continued. 90% design submittal is due in March.
8.	Standby Power Generation System Upgrade Project – Raymond/Kevin	\$175	05/17	15%	25%	Draft Site Alternatives and Construction Sequencing Technical Memorandum was submitted. A workshop is scheduled on February 9 <sup>th</sup> .
9.	Pavement Condition Assessment Project – Andrew	\$26	2/17	75%	75%	Consultant completed pavement inspections. Draft final report in progress.
10.	Force Main Condition Assessment – Andrew	\$121	10/17	15%	20%	Draft technical memo for the Force Main Joint Leak Mitigation and Prevention under staff review.
11.	Primary Digester No. 7 Project – Curtis	\$127	7/17	12%	20%	Draft Design Criteria chapter of Pre-design Report is in progress.
12.	Plant Master Plan – Raymond	\$265	3/18	0%	1%	Conducted kickoff meeting in January. Began evaluation of the Administration Building.
13.	Odor Control Alternatives Study	\$140	11/17	2%	10%	Preparation for project kick-off meeting is in progress.

**COLLECTION SERVICES  
ACTIVITIES REPORT  
January 2017**

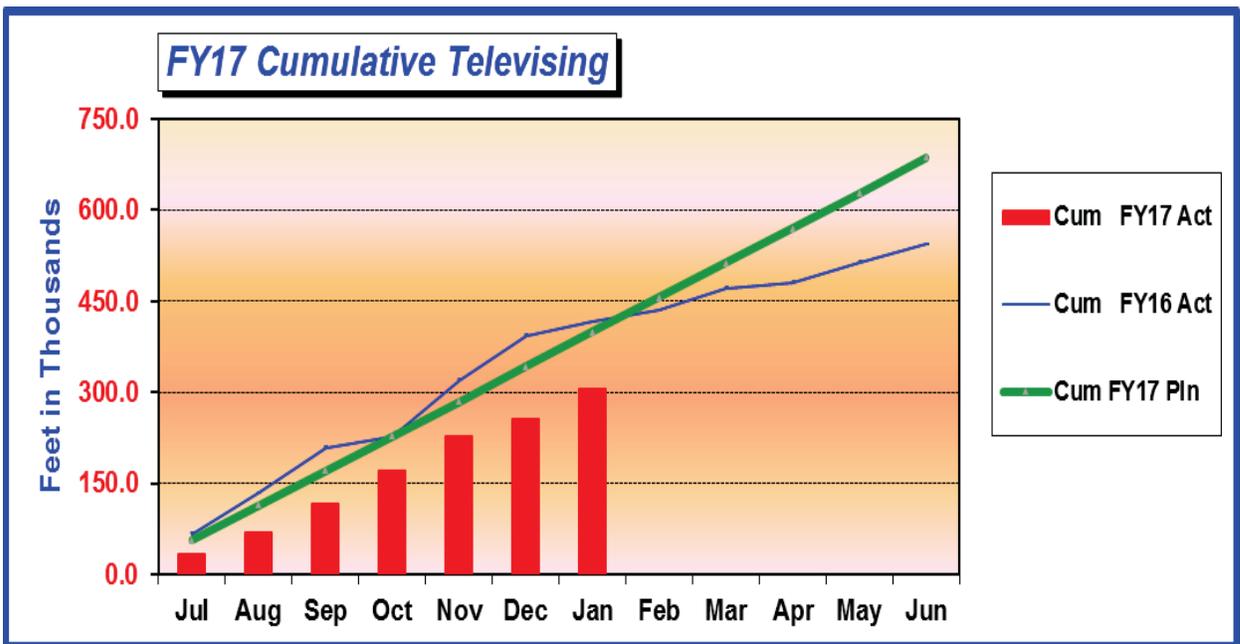
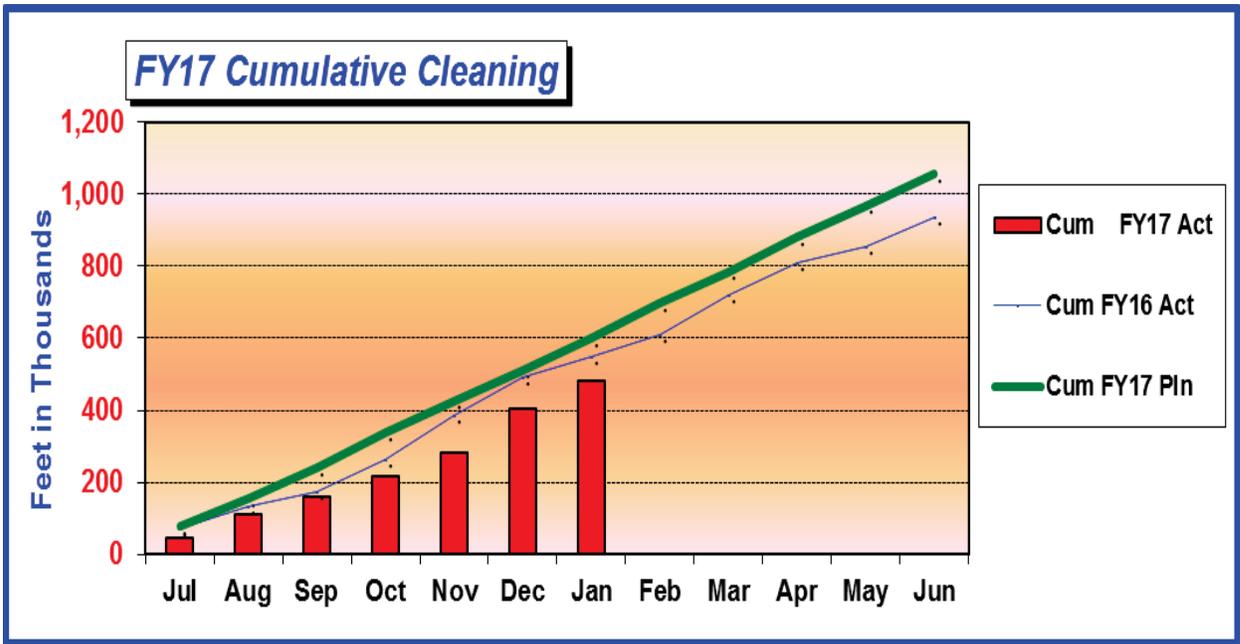
**Progress/Accomplishments**

- No spills in the month of January (as of 1/31/17 and it has been 74 days since last spill)
- Completed 15.0 miles of cleaning of sewer lines in January
- Completed 9.5 miles of televising of sewer lines in January
- Responded to 18 service request calls in January
- Completed a total of 25 main repairs January
- Trainings
  - Hazmat Safety Training
  - TLB/Heavy Equipment Training
  - CPR Training
  - Winch Truck & Down Stream Plugging

**Bay Area Spills for Same Time Period**

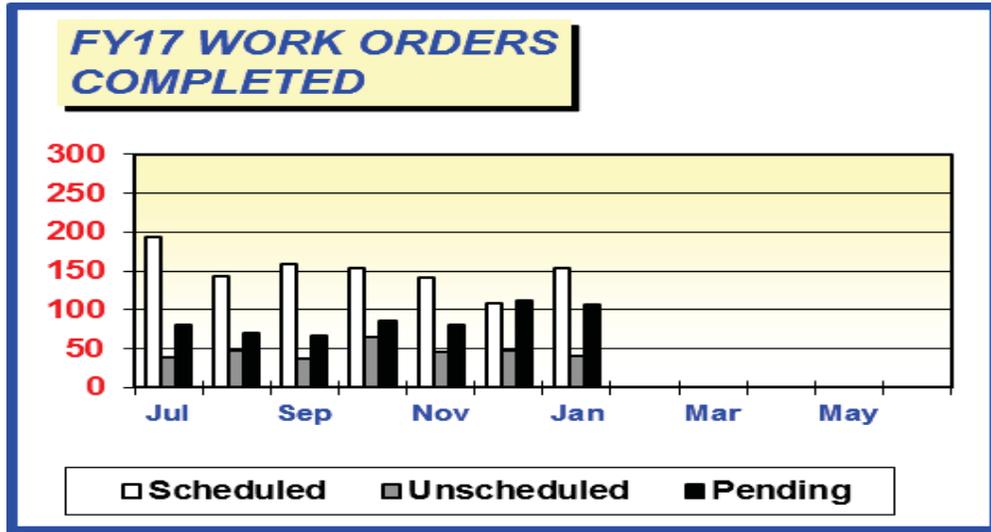


# Performance Measures

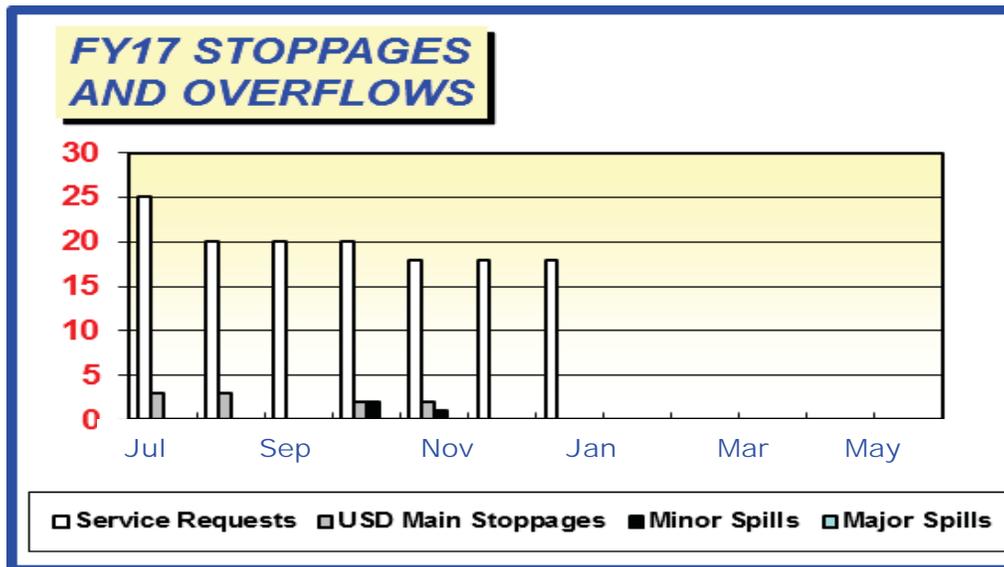


Other Collection Services Status Data:

Support Team Work Order Status:



C/S Maintenance Status:



**Fabrication, Maintenance and Construction  
Activities Report  
January 2017**

**Progress/Accomplishments**

- Completed 95% of preventive maintenance activities for the month of January
- Completed 150 corrective maintenance work orders for the month of January
- Newark Pump Station Pump No. 6 overhaul
- Effluent screen repair
- Digester No. 6 telescopic valve repair and plug valve replacement
- FMC shop parts washer commissioning
- Incline Conveyor No. 2 hanger bearing replacement

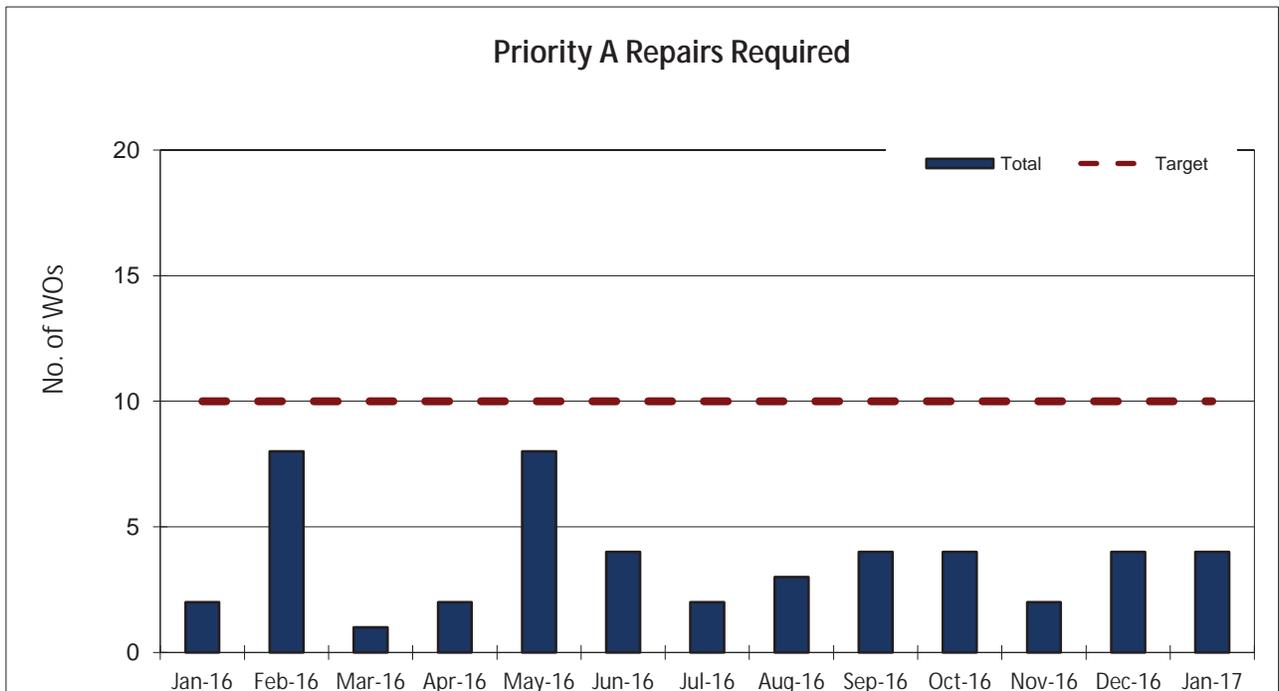
**Future Planning**

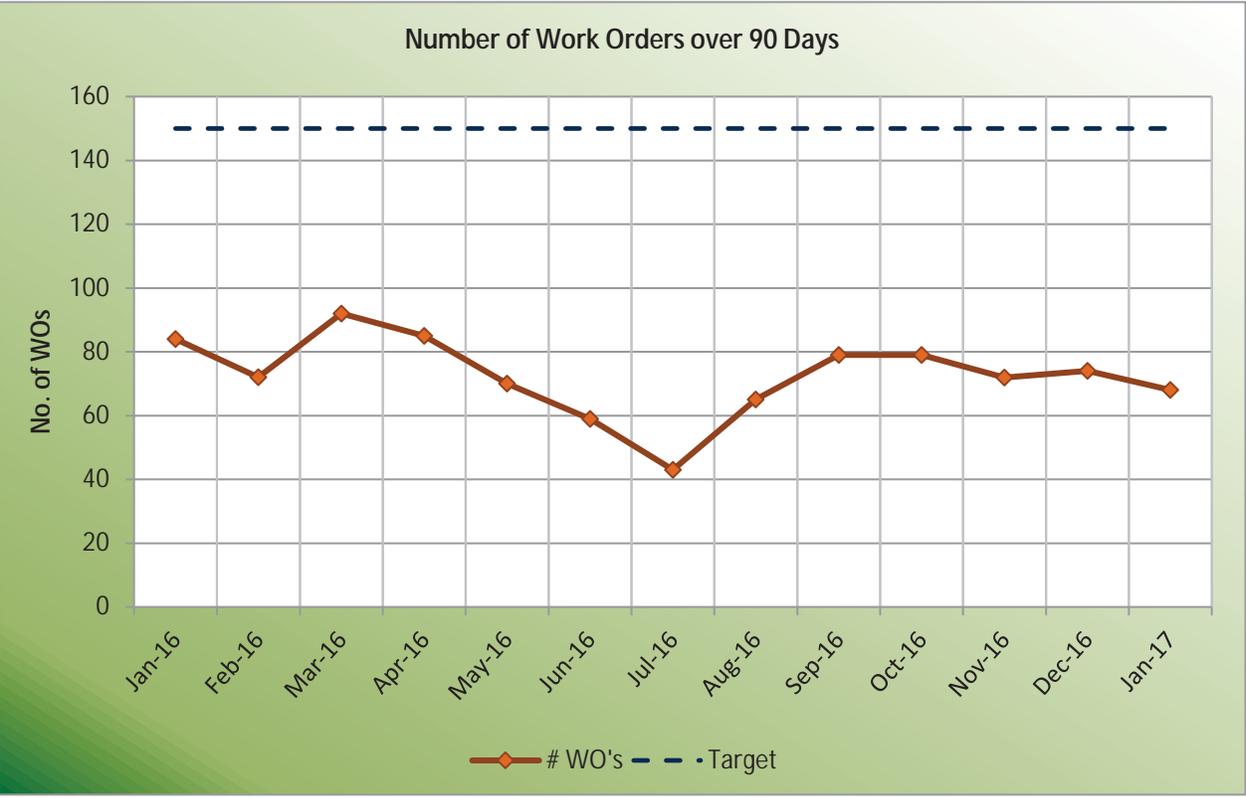
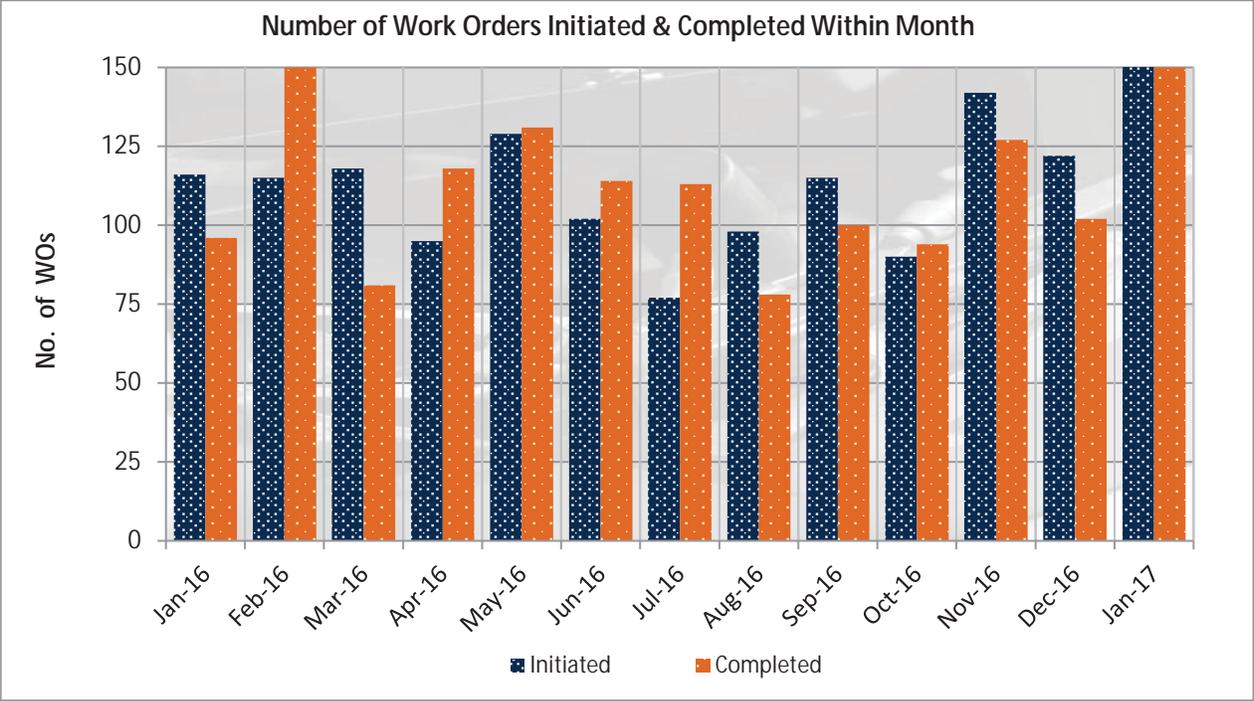
- Mixing Pump 3 replacement
- Odor Scrubber 10 overhaul
- Co-Gen #1 rear main seal replacement with Western Energy
- Mixing Pump 6A replacement
- East Barscreen brake replacement

**Other**

- 

**Performance Measurements**





Treatment & Disposal  
Activities Report  
January 2017

### Progress/Accomplishments

- Maintained 100% compliance with NPDES permits.
- Completed 100% preventive maintenance activities for the month January.
- Conducted operational testing of the last three new thickened primary sludge pumps and associated equipment for the Thickener Control Building Improvements Project.
- Conducted multiple shutdowns of the solids treatment system to support the Thickener Control Building Improvements Project.
- Attended BACWA annual members meeting.
- Prepared a response to the request for information for Digester 7 design project.
- Provided field sampling training to CS staff for SSO response.
- Met with EBDA. Reviewed and submitted comments on the EBDA administrative draft permit.
- Presented electrical usage modeling information for AEPS pump station to David Stoops of
- Attended a demonstration of Hach WIMS which is a proposed ODMS solution.
- Partially dewatered Primary Digester 6 for telescoping valve repairs.

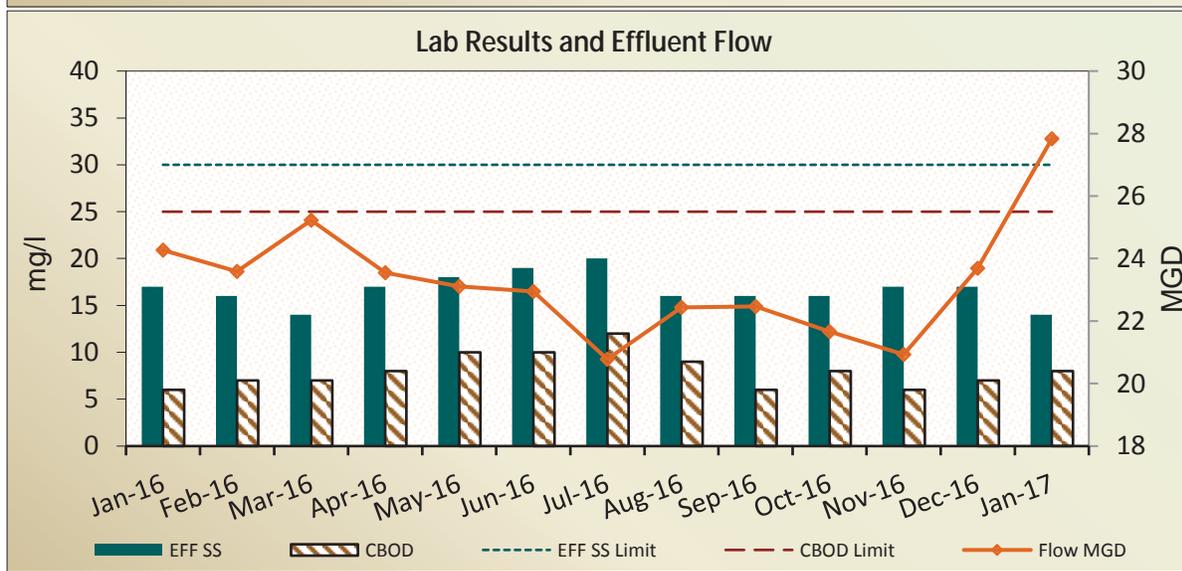
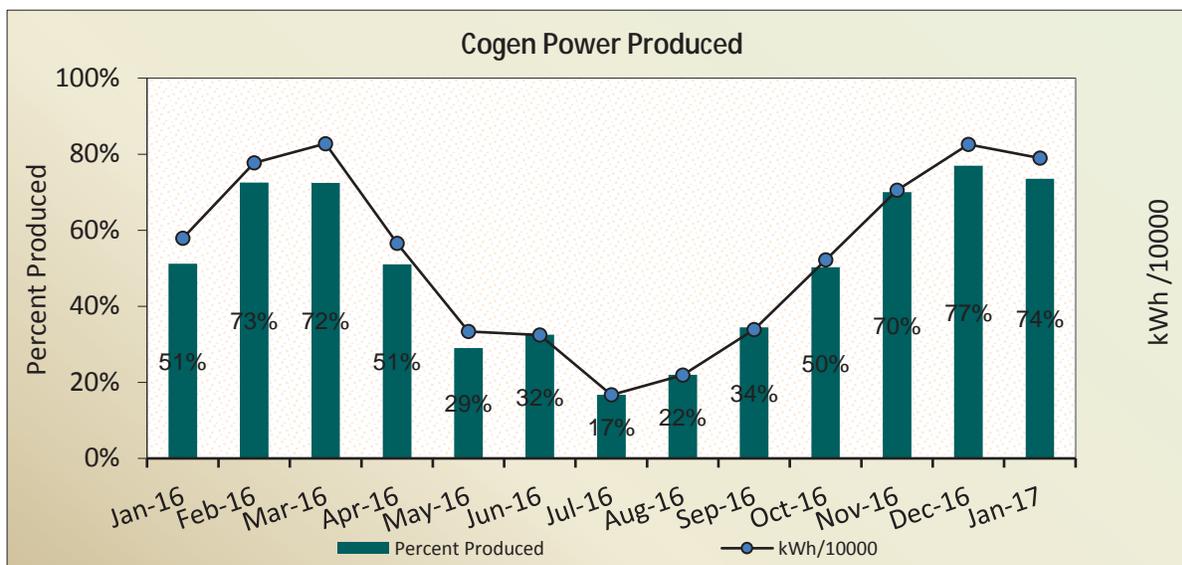
### Future Planning

- Review and submit comments on the EBDA tentative order.
- Prepare RFI data for the SSCAR phase II plan and conduct sampling and analysis as needed.
- Finalize draft codigestion report.
- Conduct initial planning and logistics for the volute thickener demonstration project.
- Present process control evaluation and modeling to TPO team members.
- Prepare recruitment process materials for Chemist I/Chemist II.
- Conduct additional return activated sludge and waste activated sludge sampling for SSCAR Project Phase II.

### Other

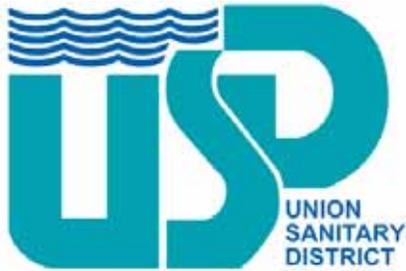
- Cogen system produced 74% of power consumed for the month of January.

## Performance Measurements



USD's Final Effluent Monthly Monitoring Results				
Parameter	EBDA Limit	Nov-16	Dec-16	Jan-17
Copper, µg/l	78	7.2	8.5	8.2
Mercury, µg/l	0.066	0.00572	0.00395	0.00532
Cyanide, µg/l	42	E 3.6	< 3.9	< 3.9
Ammonia- N, mg/L (Range)	130	32.2 - 43.7	35.8 - 40.0	29.6 - 40.0
Fecal Coliform, MPN/100ml (Range)				
• 5-Sample Geometric Mean	500	6 - 72	24 - 52	30 - 66
• 11-Sample 90th Percentile	1100	16 - 137	99 - 137	54 - 105
Enterococci				
• 5-Sample Geometric Mean	242	11 - 13	13 - 15	13 - 21

E = Estimated value, concentration outside calibration range. For SIP, E = DNQ, estimated concentration.



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**DATE:** March 6, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

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

**SUBJECT:** Agenda Item No. 10 - Meeting of March 13, 2017  
**Consider a Resolution to Accept the Construction of the Newark Backyard Sanitary Sewer Relocation Project – Phase 3 from McGuire and Hester and Authorize Recordation of a Notice of Completion**

### **Recommendation**

Staff recommends the Board consider a resolution to accept the construction of the Newark Backyard Sanitary Sewer Relocation Project – Phase 3 from McGuire and Hester and authorize recordation of a Notice of Completion.

### **Background**

On April 11, 2016, the Board awarded a construction contract to McGuire and Hester (M&H) in the amount of \$2,107,735 for the construction of the Newark Backyard Sanitary Sewer Relocation Project, Phase 3 (Project). The Project's purpose was to improve the existing sewer system northerly of the intersection of Dairy Avenue and Cherry Street for the area also known as the Flat Tops Area in the city of Newark. The existing sewers located in backyard easements are only 6 inches in diameter, with very flat slopes, and require frequent maintenance. Access for maintenance and inspection has also been very difficult due to the sewers' location in backyard easements.

The Project is the third and final phase of the three-phase project to relocate laterals and sewer mains in the Flat Tops area. Phase 3 included the relocation of 100 sanitary sewer laterals to new

sanitary sewer mains constructed within the public right-of-way on Bonnie Street, Christine Court, Noel Avenue, Wilma Avenue and parts of Zulmida Avenue. Please refer to the attached vicinity map.

The project was designed by West Yost & Associates, who completed the design in March 2016.

### Construction Contract

Staff issued the Notice to Proceed to M&H on April 15, 2016. The 150-day project was originally scheduled to be completed on September 15, 2016. Staff granted a time extension of 22 additional days through contract change orders, and M&H substantially completed the project on October 7, 2016. Harris and Associates provided construction management services for the project.

### Change Orders

The project includes fourteen (14) change orders at a total cost of \$17,438.13 which is approximately 1% of the original contract amount. All negotiations have been completed and the change orders executed. A description of the significant change orders follows.

#### Change Orders

Change Order Number	Change Order Description	Amount
1	Noel Avenue Additional Investigation and Preparation for HDD	\$3,990.67
2	6225 Noel Avenue Asphalt Repair	\$3,540.37
3	Christine Court Additional Investigation and Preparation for HDD	\$1,687.03
4	Bonnie Street Additional Investigation and Preparation for HDD	\$3,990.02
5	6239, 6215, 6247 Dairy Avenue Raise Sunken PLCO	\$3,381.03
6	6209 Wilma Avenue Additional Sink Hook up	\$2,249.84
7	6231 Dairy Avenue Grout Cleanup	\$4,402.23
8	36588 Christine Court Sewer Re-Routing	\$19,293.37
9	Full Pavement Replacement on Noel Avenue and Wilma Avenue as required by the City of Newark	\$56,068.90
10	Zulmida Cul-de-Sac – Additional Investigation	\$4,549.69
11	Abandonment Grout Overrun	\$2,798.25
12	Time Extension for Additional Paving per Bid Item 22	\$0.00
13	36570 Christine Court Gas Leak Investigation	\$848.56
14	Balancing Change Order	-\$89,361.83
	<b>TOTAL</b>	<b>\$17,438.13</b>

Change Order No. 8, in the amount of \$19,293.37, is for additional work needed to re-route the sewer on Christine Court, including additional potholing and investigation efforts, and using both HDD and open cut methods, in order to install a lateral that would achieve the minimum required slope. The effort also included the connection of an unforeseen additional guest house lateral that was not shown on the plans, and the restoration of a concrete walkway not originally planned to be removed per the design drawings. All the open cut sections were performed manually as the space on the property limited the use of powered equipment.

Change Order No. 9, is in the amount of \$56,068.90, and is for additional work associated with the full pavement replacement on Noel Avenue and Wilma Avenue. The extra work included full depth pavement removal and replacement of 3,234 square feet on Noel Avenue and 2,337 square feet on Wilma Avenue. Although not directly impacted by construction of the new sewer main and the lateral installations, these sections had pre-existing defects and their condition was worsened by ongoing construction traffic. The City of Newark required the existing pavement and baserock to be completely removed and replaced with new materials and pavement fabric. This work was performed to meet the City of Newark requirements and was outside the scope of the project.

Change Order No. 14, Balancing Change Order is the credit amount of -\$89,361.83 and reconciles estimated bid item quantities to actual and final bid item quantities. This amount is primarily attributed to not exercising the full allowances associated with over excavation, installation of special pipe trench materials, and the City Encroachment Permit costs.

All punchlist work is complete and the District has assumed beneficial use of the Project.

Staff recommends the Board accept the construction of the Newark Backyard Sanitary Sewer Relocation Project – Phase 3 from McGuire and Hester, by resolution, and authorize the recordation of a Notice of Completion.

PRE/SEG/RA/ACB:ks

Attachments: Vicinity Map  
Resolution  
Notice of Completion

# Newark Backyard SS Relocation Phase 3

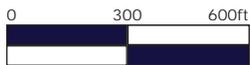
VicinityMap



Site

### Legend

- Streets
- Parcels
- Lakes
- 2014 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. \_\_\_\_\_

**ACCEPT THE CONSTRUCTION OF THE  
NEWARK BACKYARD SANITARY SEWER  
RELOCATION PROJECT – PHASE 3 FROM  
MCGUIRE AND HESTER  
LOCATED IN THE CITY OF NEWARK, CALIFORNIA**

RESOLVED: That the Board of Directors of the UNION SANITARY DISTRICT hereby accepts the Newark Backyard Sanitary Sewer Relocation Project – Phase 3 from McGuire and Hester, effective March 13, 2017; and be it

FURTHER RESOLVED: That the Board of Directors of the UNION SANITARY DISTRICT authorize the General Manager/District Engineer, or his designee, to execute and record a “Notice of Completion” for the Project.

On motion duly made and seconded, this resolution was adopted by the following vote on March 13, 2017:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

TOM HANDLEY  
President, Board of Directors  
Union Sanitary District

Attest:

---

ANJALI LATHI  
Secretary, Board of Directors  
Union Sanitary District



**RECORDING REQUESTED BY  
AND WHEN RECORDED  
RETURN TO:**

**Regina McEvoy  
Union Sanitary District  
5072 Benson Road  
Union City, CA 94587**

NO RECORDING FEE – PER GOVERNMENT CODE SECTIONS 6103 & 27283 (R&T Code 11911)

---

**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN** by the **UNION SANITARY DISTRICT**, Alameda County, California, that the work hereinafter described, the contract for the construction of which was entered into on April 11, 2016, by said District and **MCGUIRE AND HESTER**, 9009 Railroad Avenue, Oakland, CA 94603, Contractor for the Project, “Newark Backyard Sanitary Sewer Relocation Project – Phase 3,” was substantially completed on October 7, 2016 and accepted by said District on March 13, 2017.

The name and address of the owner is the **UNION SANITARY DISTRICT**, at 5072 Benson Road, Union City, CA 94587.

The estate or interest of the owner is: FEE SIMPLE ABSOLUTE.

The description of the site where said work was performed and completed is on Bonnie Street, Zulmida Avenue, Christine Court, Noel Avenue, and Wilma Avenue in the City of Newark, County of Alameda, State of California.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ at UNION CITY, CALIFORNIA.

\_\_\_\_\_  
PAUL R. ELDREDGE, P.E.  
GENERAL MANAGER/DISTRICT ENGINEER  
UNION SANITARY DISTRICT



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**DATE:** March 6, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

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

**SUBJECT:** Agenda Item No. 11 - Meeting of March 13, 2017  
**Consider a Resolution to Quitclaim Portions of Sanitary Sewer Easements Located in Tract 1188, Tract 1276, and Tract 1251 in the City of Newark in Conjunction with the Newark Backyard Sanitary Sewer Relocation Project – Phase 3**

## **Recommendation**

Staff recommends the Board consider a resolution to quitclaim portions of six-foot wide sanitary sewer easements located in Tract 1188, Tract 1276, and Tract 1251 in the city of Newark, associated with the completion of the Newark Backyard Sanitary Sewer Relocation Project – Phase 3.

## **Background**

Single family homes in Tract 1188, Tract 1276, and Tract 1251, located in the Flat Tops area in the city of Newark were constructed in the early 1950's. To provide sanitary sewer service to these homes, six-inch sanitary sewer mains for the tracts were installed in backyards and side yards within sewer easements granted to the District. The Newark Backyard Sanitary Sewer Relocation Project - Phase 1, 2, and 3 relocated the sewer laterals from the backyard sewer mains to new sewer mains located in the streets fronting the homes. See attached vicinity map showing the project phases.

A total of 200 sewer laterals have been relocated as part of all three phases of the Newark Backyard Sanitary Sewer Relocation Project. The third and final phase of the Project relocated

74 backyard sewer laterals. Now that the sewer laterals installed from the Project are being served by the new sewer mains within the public right-of-way, the older existing sewer mains associated with those laterals have been abandoned and their corresponding easements are ready to be quitclaimed. The Board had approved the quitclaim of additional easements as a result of the construction of Phase 1 and 2 of the Project at the February 8, 2016, Board meeting.

District Staff has reviewed the plat map and legal description of the easements and recommends the Board quitclaim the easements by adoption of resolution.

PRE/SEG/RA:ks

Attachments: Vicinity Map  
Resolution  
Quitclaim Deed  
Exhibits A, B, C, D, E, and F - Plat Maps and Legal Descriptions

# Newark Backyard SS Relocation Phase 3

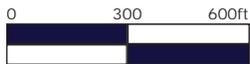
VicinityMap



Site

### Legend

- Streets
- Parcels
- Lakes
- 2014 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. \_\_\_\_\_**

**QUITCLAIM PORTIONS OF 6-FOOT WIDE SANITARY SEWER EASEMENTS IN TRACT 1188, TRACT 1276, AND TRACT 1251, IN CONJUNCTION WITH THE NEWARK BACKYARD SANITARY SEWER RELOCATION PROJECT – PHASE 3 LOCATED IN THE CITY OF NEWARK, CALIFORNIA**

RESOLVED: That the Board of Directors of the UNION SANITARY DISTRICT hereby quitclaims its interest in portions of the 6-foot wide sanitary sewer easements in Tract 1188, Tract 1276, and Tract 1251 located in the city of Newark and as described by the legal description and plat map attached as Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

On motion duly made and seconded, this resolution was adopted by the following vote on March 13, 2017:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

TOM HANDLEY  
President, Board of Directors  
Union Sanitary District

Attest:

---

ANJALI LATHI  
Secretary, Board of Directors  
Union Sanitary District

**RECORDING REQUESTED BY  
AND WHEN RECORDED  
RETURN TO:**

**UNION SANITARY DISTRICT  
Regina McEvoy  
5072 Benson Road  
Union City, CA 94587**

---

Documentary Transfer Tax \$0.00, consideration less than \$100 (R&T Code 11911)  
This instrument is exempt from recording fees (Govt. Code 27383)

**QUITCLAIM DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, UNION SANITARY DISTRICT, a public sanitary district, does hereby REMISE, RELEASE AND QUITCLAIM real property in the City of NEWARK, County of Alameda, State of California, described as follows:

Portions of the 6-foot wide sanitary sewer easement located in Tract 1188, Tract 1276 and Tract 1251 located in the City of Newark and as described by the legal description and plat map attached as Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

Dated this 13 day of March 2017.

---

**TOM HANDLEY**  
President, Board of Directors  
Union Sanitary District

EXHIBIT A

LEGAL DESCRIPTION

QUITCLAIM OF EXISTING SANITARY SEWER EASEMENTS

LANDS SITUATED WITHIN THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

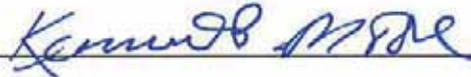
BEING PORTIONS OF TRACT 1276 AS SAID TRACT WAS RECORDED ON AUGUST 19, 1953 IN BOOK 33 OF MAPS AT PAGE 96, OFFICIAL RECORDS OF ALAMEDA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE 6 FOOT WIDE SANITARY SEWER EASEMENTS WITHIN THE FOLLOWING LOTS:

TRACT 1276 BLOCK C

ASSESSOR'S PARCEL NO.	ADDRESS	OWNER
LOT 1 APN 092A091201500	36576 LEONE ST	CALIBO REBECCA
LOT 2 APN 092A091201600	36568 LEONE ST	ALCARAZ JORGE & MARQUEZ ROSALBA
LOT 3 APN 092A091201700	36560 LEONE ST	LUM KARL G & ELEANOR B
LOT 4 APN 092A091201800	36552 LEONE ST	PRIETO SERAFIN & JOANN G
LOT 5 APN 092A091201900	6282 ZULMIDA AVE	BECKER ESTELLA S
LOT 10 APN 092A091202400	36570 CHRISTINE CT	SIMAO EUGENIO & MARIA L
LOT 11 APN 092A091202500	6258 ZULMIDA AVE	MODZELESKI ADAM & RICHARD C

DESCRIPTION PREPARED BY:



KENNETH P. MOORE, L.S. 4918

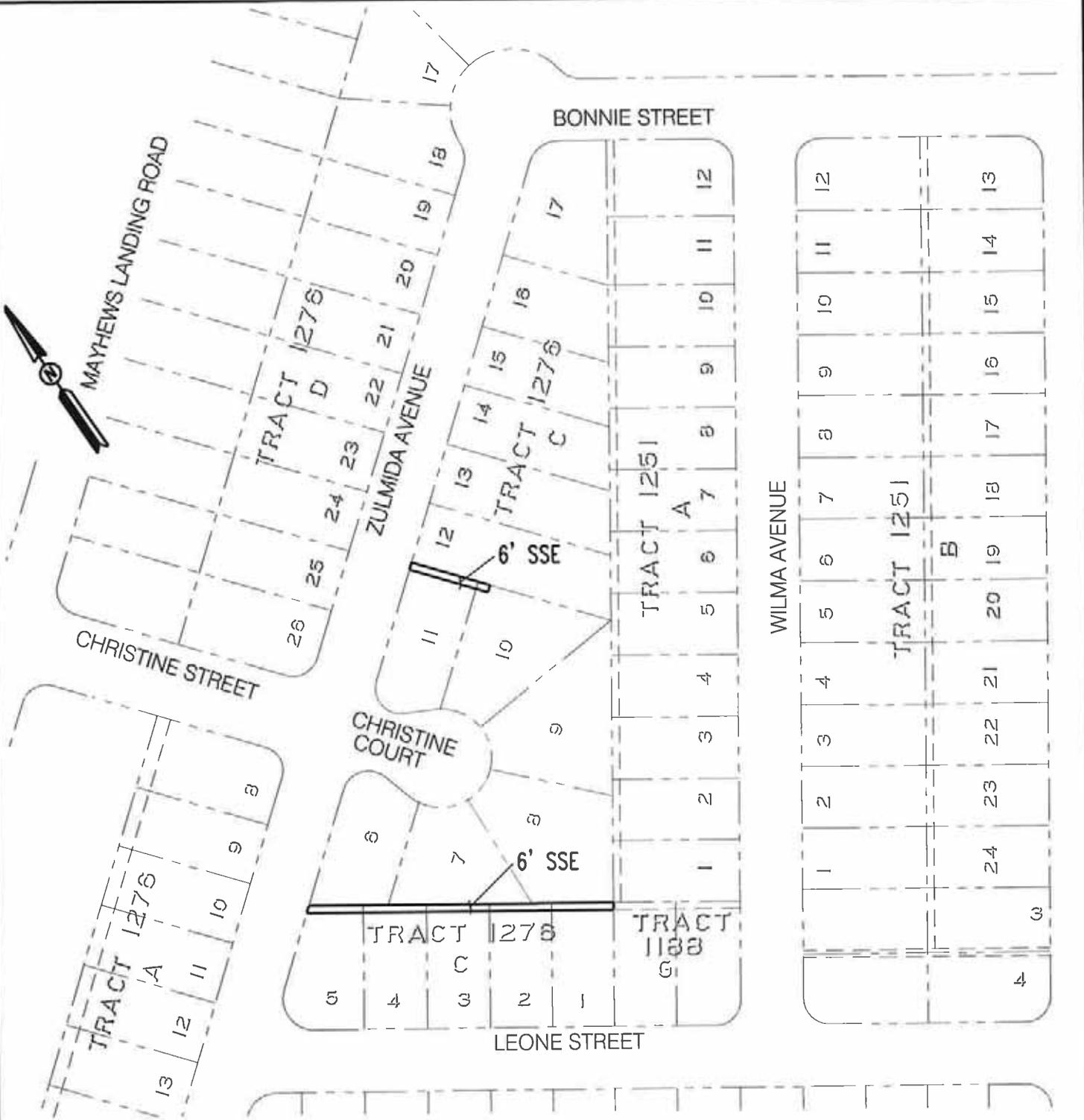
DATE

11/18/15

LICENSE EXPIRES 12/30/18

JOB NO. 949-007-03

Sheet 1 OF 1



SSE = SANITARY SEWER EASEMENT

**WILSEY HAM**

3130 La Selva Street, Suite 100 San Mateo, CA 94403 Phone 650-349-2151 Fax 650-345-4921



EXHIBIT B  
PLAT TO ACCOMPANY LEGAL DESCRIPTION

JOB. NO.  
949-014-01

TRACT 1276  
QUITCLAIM EXISTING SANITARY SEWER EASEMENTS  
CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

SHEET 1 OF 1  
SCALE: NONE  
DATE: 01-17-17

EXHIBIT C

LEGAL DESCRIPTION

QUITCLAIM OF EXISTING SANITARY SEWER EASEMENTS

LANDS SITUATED WITHIN THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEING PORTIONS OF TRACT 1251 AS SAID TRACT WAS RECORDED ON APRIL 10, 1953 IN BOOK 33 OF MAPS AT PAGE 65, OFFICIAL RECORDS OF ALAMEDA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE 6 FOOT WIDE SANITARY SEWER EASEMENTS WITHIN THE FOLLOWING LOTS:

TRACT 1251 BLOCK A

ASSESSOR'S PARCEL NO.	ADDRESS	OWNER
LOT 1 APN 092A091201200	6289 WILMA AVE	NODA PABLO M & MARITZA L
LOT 2 APN 092A091201100	6281 WILMA AVE	NGUYEN HAI V & PHUONG N
LOT 3 APN 092A091201000	6273 WILMA AVE	HUDSON MICHAEL T & FIATO SANDY L
LOT 4 APN 092A091200900	6265 WILMA AVE	FROOMIN MARTIN A & WINNIE W TRS
LOT 5 APN 092A091200800	6257 WILMA AVE	CROSS BRIAN T & KIM M TRS
LOT 6 APN 092A091200700	6249 WILMA AVE	TAVARES FRANCISCO J & MARIA L TRS
LOT 7 APN 092A091200600	6241 WILMA AVE	ALEGRE JOSE R & MEJIA DEBORAH A
LOT 8 APN 092A091200500	6233 WILMA AVE	CHENG FRANCIS S & CHAN MINGCHU M
LOT 9 APN 092A091200400	6225 WILMA AVE	FIGUEROA JOSE R & REYESNIETO TAMARA
LOT 10 APN 092A091200300	6217 WILMA AVE	AGUILAR ROBERT C & BERTHA F
LOT 11 APN 092A091200200	6209 WILMA AVE	PUCINE VERONICA F
LOT 12 APN 092A091200100	36591 BONNIE ST	BUISON RICARDO & CARMELITA

EXHIBIT C

LEGAL DESCRIPTION CONTINUED

QUITCLAIM OF EXISTING SANITARY SEWER EASEMENTS

LANDS SITUATED WITHIN THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEING PORTIONS OF TRACT 1251 AS SAID TRACT WAS RECORDED ON APRIL 10, 1953 IN BOOK 33 OF MAPS AT PAGE 65, OFFICIAL RECORDS OF ALAMEDA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE 6 FOOT WIDE SANITARY SEWER EASEMENTS WITHIN THE FOLLOWING LOTS:

TRACT 1251 BLOCK B

ASSESSOR'S PARCEL NO.	ADDRESS	OWNER
LOT 13 APN 092A091300100	36653 BONNIE ST	MARQUES TERESA V TR
LOT 14 APN 092A091300200	6207 NOEL AVE	BRISTOL PATRICIA J
LOT 15 APN 092A091300300	6213 NOEL AVE	HOWELL VALARIE D
LOT 16 APN 092A091300400	6219 NOEL AVE	RAMIREZ NICK R
LOT 17 APN 092A091300500	6225 NOEL AVE	RIVERA MARY S TR
LOT 18 APN 092A091300600	6231 NOEL AVE	SANCHEZ SEVERINO & DONATE ARACELI S
LOT 19 APN 092A091300700	6237 NOEL AVE	PEREZ VICTOR G & GUTIERREZ ANTONIA TRS
LOT 20 APN 092A091300800	6243 NOEL AVE	AUNG MAUNG M & MOH MA M
LOT 21 APN 092A091300900	6249 NOEL AVE	TOSTADO JORGE G & MARIA L TRS
LOT 22 APN 092A091301000	6255 NOEL AVE	GARCIA JUAN & MARIA D
LOT 23 APN 092A091301100	6261 NOEL AVE	CHEN MIAO
LOT 24 APN 092A091301200	6267 NOEL AVE	WILLIAMS STEVEN A

EXHIBIT C

LEGAL DESCRIPTION CONTINUED

QUITCLAIM OF EXISTING SANITARY SEWER EASEMENTS

LANDS SITUATED WITHIN THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEING PORTIONS OF TRACT 1251 AS SAID TRACT WAS RECORDED ON APRIL 10, 1953 IN BOOK 33 OF MAPS AT PAGE 65, OFFICIAL RECORDS OF ALAMEDA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE 6 FOOT WIDE SANITARY SEWER EASEMENTS WITHIN THE FOLLOWING LOTS:

TRACT 1251 BLOCK C

ASSESSOR'S PARCEL NO.	ADDRESS	OWNER
LOT 13 APN 092A091400100	36697 BONNIE ST	OCHOA EDUARDO & ELMABEL
LOT 14 APN 092A091400200	6207 DAIRY AVE	JAIN PIYUSH
LOT 15 APN 092A091400300	6215 DAIRY AVE	LOPEZ JOHN
LOT 16 APN 092A091400400	6223 DAIRY AVE	THEIN KYAW S & ZAYAR
LOT 17 APN 092A091400500	6231 DAIRY AVE	YABUT GORGONIA G & AMY G
LOT 18 APN 092A091400600	6239 DAIRY AVE	PINEDA CRISTINA
LOT 19 APN 092A091400700	6247 DAIRY AVE	TAM SAU F
LOT 20 APN 092A091400800	6255 DAIRY AVE	KONG JOSEPH JR
LOT 21 APN 092A091400900	6263 DAIRY AVE	BLAKESLEE STEPHEN F & ROSE A
LOT 22 APN 092A091401000	6271 DAIRY AVE	FOSTER ALAN D & LORETTA
LOT 23 APN 092A091401100	6279 DAIRY AVE	NEVAREZ FRANCISCO L & MARY A
LOT 24 APN 092A091401200	6285 DAIRY AVE	TRAN TRUNG B & ANNIE E

DESCRIPTION PREPARED BY:



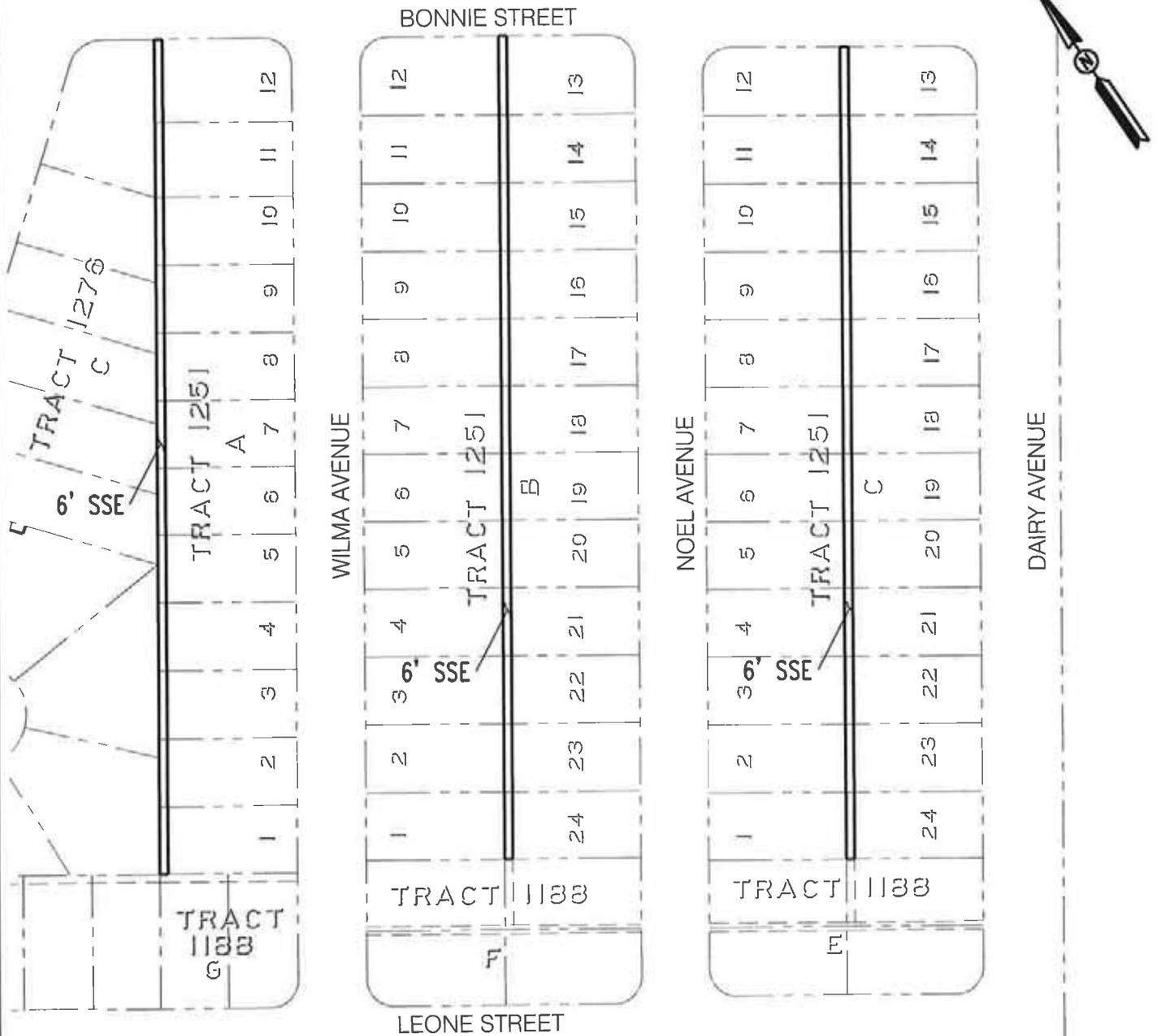
KENNETH P. MOORE, L.S. 4918

DATE 1/18/17

LICENSE EXPIRES 12/30/18

JOB NO. 949-007-03

Sheet 3 OF 3



SSE = SANITARY SEWER EASEMENT

**WILSEY HAM**

3130 La Selva Street, Suite 100 San Mateo, CA 94403 Phone 650-349-2151 Fax 650-345-4921



EXHIBIT D  
PLAT TO ACCOMPANY LEGAL DESCRIPTION

TRACT 1251  
QUITCLAIM EXISTING SANITARY SEWER EASEMENTS  
CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

JOB. NO.  
949-014-01

SHEET 1 OF 1

SCALE: NONE

DATE: 01-17-17

EXHIBIT E

LEGAL DESCRIPTION

QUITCLAIM OF EXISTING SANITARY SEWER EASEMENTS

LANDS SITUATED WITHIN THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEING PORTIONS OF TRACT 1188 AS SAID TRACT WAS RECORDED ON JANUARY 30, 1953 IN BOOK 33 OF MAPS AT PAGE 50, OFFICIAL RECORDS OF ALAMEDA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE 3 FOOT WIDE SANITARY SEWER EASEMENTS WITHIN THE FOLLOWING LOTS:

TRACT 1188 BLOCK E

ASSESSOR'S PARCEL NO.	ADDRESS	OWNER
LOT 1 APN 092A091401500	36648 LEONE ST	ATOM FRANCISCO & GERALDINE A
LOT 2 APN 092A091401600	6274 NOEL AVE	PRZYBYLA PETER A
LOT 3 APN 092A091401300	6293 DAIRY AVE	ASTRERO ALLAN R & AMYDA R
LOT 4 APN 092A091401400	36670 LEONE ST	NADKARNI DARSHANA

TRACT 1188 BLOCK F

LOT 1 APN 092A091301500	36614 LEONE ST	MAGSAKAY MARLON C & MAURA A ETAL
LOT 2 APN 092A091301600	6294 WILMA AVE	MEUSER ROBERT M & PATRICIA A
LOT 3 APN 092A091301300	6273 NOEL AVE	AGUILAR ROSEMARY
LOT 4 APN 092A091301400	36630 LEONE ST	BENITES JOSE U & RODRIGUEZ LIVI M

THE 6 FOOT WIDE SANITARY SEWER EASEMENTS WITHIN THE FOLLOWING LOTS:

TRACT 1188 BLOCK E

LOT 3 APN 092A091401300	6293 DAIRY AVE	ASTRERO ALLAN R & AMYDA R
-------------------------	----------------	---------------------------

TRACT 1188 BLOCK F

LOT 3 APN 092A091301300	6273 NOEL AVE	AGUILAR ROSEMARY
-------------------------	---------------	------------------

TRACT 1188 BLOCK G

LOT 1 APN 092A091201400	36584 LEONE ST	QUIROZ JOSE M
LOT 2 APN 092A091201300	6297 WILMA AVE	MOSQUEDA GLORIA L & JOSE L ETAL

EXHIBIT E

LEGAL DESCRIPTION CONTINUED

QUITCLAIM OF EXISTING SANITARY SEWER EASEMENTS

CONTINUED:

THE 6 FOOT WIDE SANITARY SEWER EASEMENT WITHIN LOT 4, BLOCK E, TRACT 1188 - 36670  
LEONE STREET, AS SAID 6 FOOT WIDE SANITARY SEWER EASEMENT IS DESCRIBED IN THE GRANT OF  
EASEMENT RECORDED OCTOBER 1, 1982, INSTRUMENT 82-115400, ALAMEDA COUNTY RECORDS.

THE 6 FOOT WIDE SANITARY SEWER EASEMENT WITHIN LOT 4, BLOCK F, TRACT 1188 - 36630  
LEONE STREET, AS SAID 6 FOOT WIDE SANITARY SEWER EASEMENT IS DESCRIBED IN THE GRANT OF  
EASEMENT RECORDED AUGUST 1, 1982, INSTRUMENT 82-131918, ALAMEDA COUNTY RECORDS.

DESCRIPTION PREPARED BY:

 11/18/17

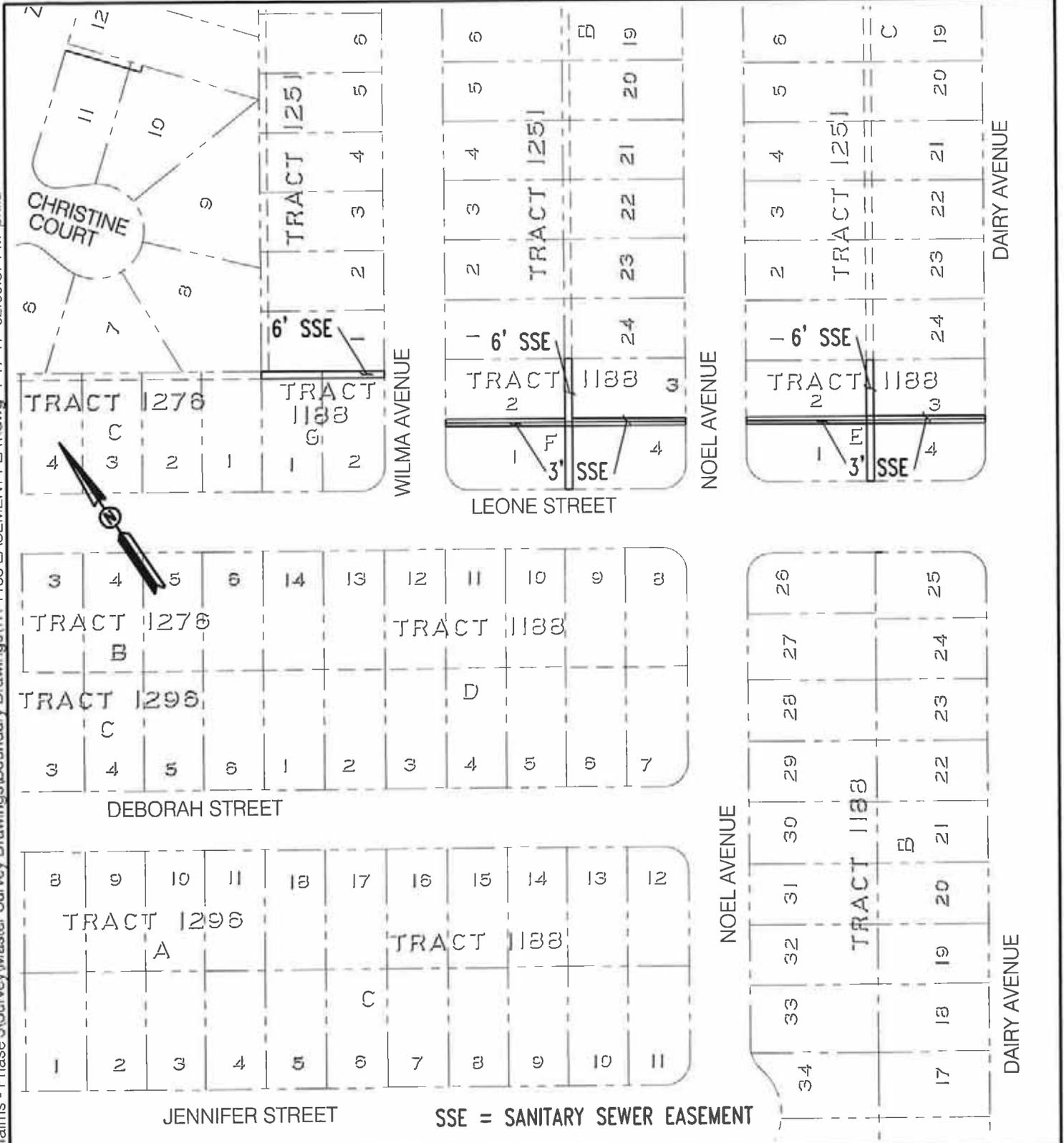
KENNETH P. MOORE, L.S. 4918

DATE

LICENSE EXPIRES 12/30/18

JOB NO. 949-007-03

SHEET 2 OF 2



**WILSEY ■ HAM**

3130 La Selva Street, Suite 100 San Mateo, CA 94403 Phone 650-349-2151 Fax 650-345-4921



EXHIBIT F  
PLAT TO ACCOMPANY LEGAL DESCRIPTION

TRACT 1188  
QUITCLAIM EXISTING SANITARY SEWER EASEMENTS  
CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

JOB. NO.  
949-014-01

SHEET 1 OF 1

SCALE: NONE

DATE: 01-17-17



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**DATE:** March 6, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

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

**SUBJECT:** Agenda Item No. 12 - Meeting of March 13, 2017  
**Authorize the General Manager to Execute a Pipeline Crossing Agreement with the Union Pacific Railroad Company and a Pipeline Crossing Costs Funding and Reimbursement Agreement with Fremont Pat Ranch, LLC, for the Patterson Ranch Development in the City of Fremont**

### **Recommendation**

Staff recommends the Board authorize the General Manager to execute a Pipeline Crossing Agreement with the Union Pacific Railroad Company and a Pipeline Crossing Costs Funding and Reimbursement Agreement with Fremont Pat Ranch, LLC, for the Patterson Ranch Development in the city of Fremont.

### **Background**

Fremont Pat Ranch, LLC, is constructing sixty-six single family residential units for the Patterson Ranch development – Phase 3, Tract 8288, located near the intersection of Ardenwood Boulevard and Paseo Padre Parkway, in the city of Fremont. A vicinity map is attached.

In order for the District to serve the development, a new 10-inch diameter sewer main, in a 30-inch diameter steel casing, needs to be installed across property owned by the Union Pacific Railroad Company (UPRR). The UPRR has prepared a license agreement allowing the sewer main to be constructed across its property. The license agreement allows UPRR the future ability to require the relocation of the sewer main as it finds necessary to meet the needs and requirements for the safe and efficient operation of its railroad and use of its property. To

This item has been pulled, and will not be considered at the March 13, 2017 Board Meeting.

Agenda Item No. 12

Meeting of March 13, 2017

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mitigate the District's liability in this regard, a separate Pipeline Crossings Costs Funding and Reimbursement Agreement has been prepared with Fremont Pat Ranch, LLC, which places the responsibility for the costs of the license agreement and future relocation costs on Fremont Pat Ranch, LLC, instead of the District.

Staff and legal counsel have reviewed both agreements and recommend authorization.

PRE/SEG/RA:ks

Attachments: Vicinity Map

UPRR Pipeline Crossing Agreement

Pipeline Crossing Costs Funding and Reimbursement Agreement

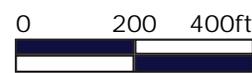
# Vicinity Map, Tract 8288 - Patterson Ranch Phase 3

This item has been pulled, and will not be considered at the March 13, 2017 Board Meeting.



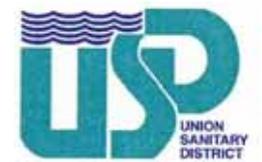
## Legend

- Sewer Mains
- Sewer Sheet Pile History
- Sewer Manholes**
  - Manhole
  - Riser
  - Cap
  - Lamphole
  - Other types
- Sewer Mains Historical
- Sewer Manholes Historical
- Streets**
- Parcels
- Lakes
- 2014 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.



## **PIPELINE CROSSING AGREEMENT**

Mile Post: 27.27, Coast Subdivision  
Location: Fremont, Alameda County, California

**THIS AGREEMENT (“Agreement”)** is made and entered into as of March 13, 2017, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **UNION SANITARY DISTRICT**, to be addressed at 5072 Benson Road, Union City, California 94587 (“Licensee”).

### **IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **Article 1. LICENSOR GRANTS RIGHT.**

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 8 inch encased pipeline for transporting and conveying sewage only

across Licensor's track(s) and property (the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated November 15, 2016 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying sewage, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

#### **Article 2. LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Thirty Five Thousand Five Hundred Dollars (\$35,500.00)**.

#### **Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

**Article 4. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

**Article 5. INSURANCE.**

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

**Article 6. TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

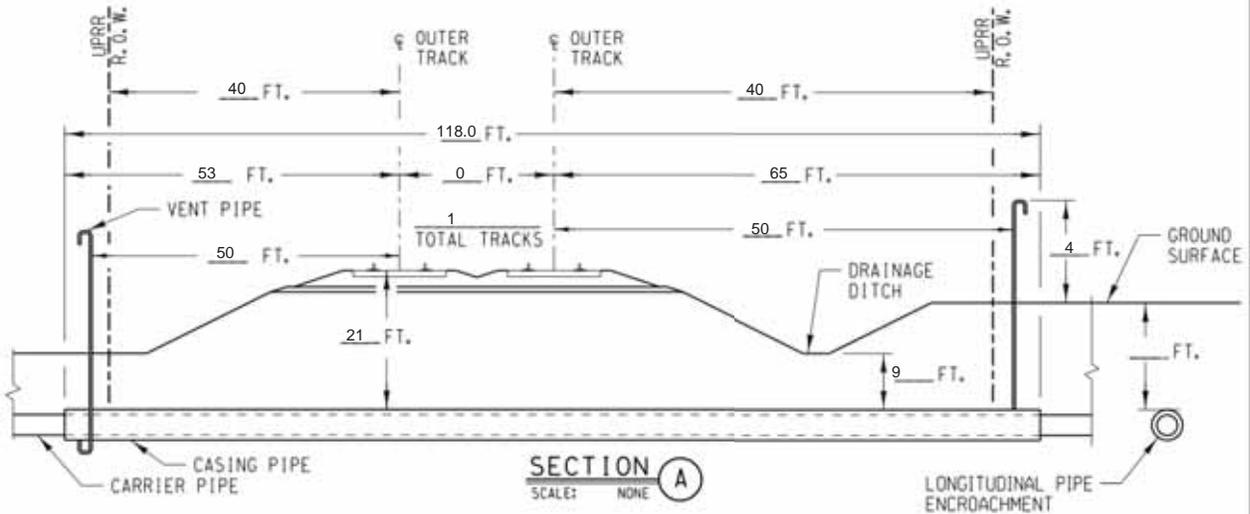
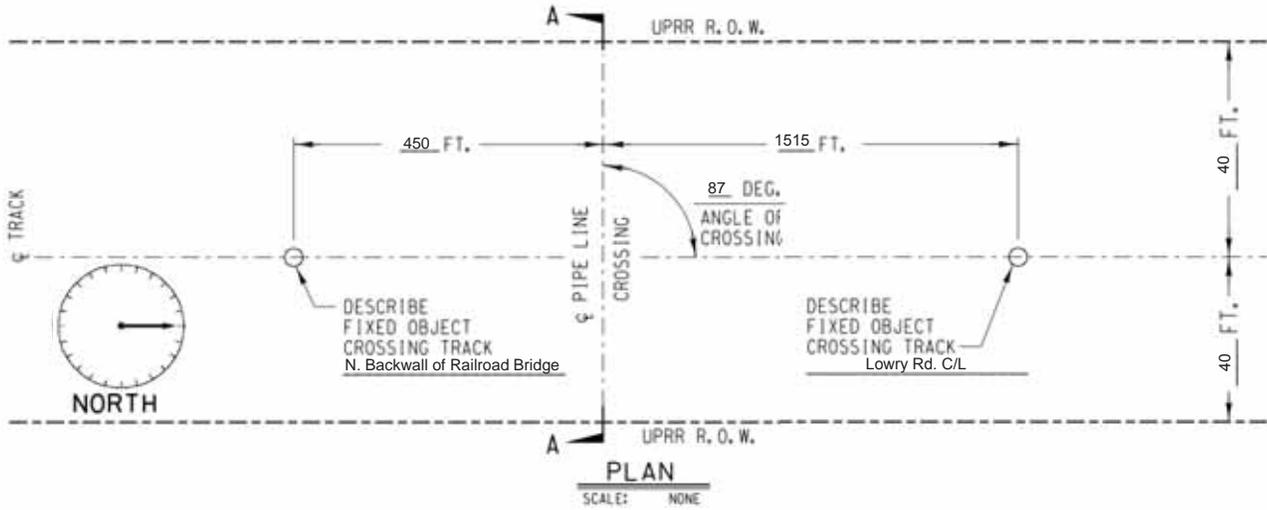
**UNION SANITARY DISTRICT**

By: \_\_\_\_\_  
Renay J. Robison  
Director – Real Estate

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

# NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:  
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK  
 2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

A) METHOD OF INSTALLATION BORED AND JACKED

B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT \_\_\_\_\_

C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE

D) CARRIER MATERIAL PLASTIC, IF RCP, CLASS V? NA  
 COMMODITY TO BE CONVEYED SEWER FLOW  
 OPERATIONAL PRESSURE 0 PSI. MAOP 0 PSI.  
 WALL THICKNESS (INCH)/ SCHEDULE 26, DIAMETER 8 IN.  
 CATHODIC/COATING PROTECTION YES

E) CASING MATERIAL STEEL PIPE, IF RCP, CLASS V? NA  
 TOTAL LENGTH CASING PIPE: 118.0 FT.  
 WALL THICKNESS 0.5 IN, DIAMETER 30 IN.  
 CATHODIC/COATING PROTECTION YES  
 CASING PIPE IS SEALED AT THE ENDS.

F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 60 AND 70.



**BUILDING AMERICA®**

**EXHIBIT "A"**

SUBDIVISION: <u>Coast Sub.</u>	
TRACK TYPE: <u>MAINLINE TRACK</u>	
M.P.: <u>27.27</u>	LAT.: <u>37.57083333</u>
E.S.M.: <u>1378+70</u>	LONG.: <u>-122.05972222</u>
NEAREST CITY: <u>FREMONT</u>	COUNTY: <u>ALAMEDA</u>
	STATE: <u>CA</u>
APPLICANT: <u>UNION SANITARY DISTRICT</u>	
FILE NO.: <u>0302216</u>	DATE: <u>11/15/2016</u>

Pipeline Crossing 07/20/08

Form Approved, AVP Law

## **EXHIBIT B**

### **Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

### **Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.**

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.**

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

CHRISTOPHER SHIELS  
Work/Cell Phone: 402-250-2774  
Email address: [cshiels@up.com](mailto:cshiels@up.com)

ROBERT MENDOZA  
MGR SIGNAL MNTCE  
1851 B, 5th Street  
Oakland, CA 94607  
Work phone: 916-789-6023  
Cell phone: 530-632-9620  
Email: [rmendoz1@up.com](mailto:rmendoz1@up.com)

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s),

vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety

practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.**

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

**Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.**

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

**Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.**

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.
- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

**Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON**

**LICENSOR'S PROPERTY.**

**Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.**

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

**Section 9. RESTORATION OF LICENSOR'S PROPERTY.**

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

**Section 10. INDEMNITY.**

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND

**PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

- 1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;**
- 2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;**
- 3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;**
- 4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;**
- 5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR**
- 6. LICENSEE'S BREACH OF THIS AGREEMENT,**

**EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.**

- C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

**Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.**

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the

Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

**Section 12. WAIVER OF BREACH.**

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

**Section 13. TERMINATION.**

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

**Section 14. AGREEMENT NOT TO BE ASSIGNED.**

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

**Section 15. SUCCESSORS AND ASSIGNS.**

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

**Section 16. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group  
Created: 9/23/05  
Last Modified: 03/29/10  
Form Approved, AVP-Law

**EXHIBIT C**  
**Union Pacific Railroad Company**  
**Contract Insurance Requirements**

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

**A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Union Pacific Railroad Company Property” as the Designated Job Site.

**B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Coverage For Certain Operations In Connection With Railroads” ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing “Union Pacific Property” as the Designated Job Site.

**C. Workers Compensation and Employers** Liability insurance. Coverage must include but not be limited to:

Licensee’s statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

**D. Railroad Protective Liability** insurance. Licensee must maintain “Railroad Protective Liability” insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of “JOB LOCATION” and “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

**E. Umbrella or Excess insurance.** If Licensee utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

**Other Requirements**

**F.** All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Licensee’s liability under the indemnity provisions of this Agreement.

**G.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

**H.** Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

**I.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

**J.** The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT D**  
**SAFETY STANDARDS**

**MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

**I. Clothing**

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

**II. Personal Protective Equipment**

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

### **III. On Track Safety**

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

### **IV. Equipment**

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

**V. General Safety Requirements**

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
  - (v) Before stepping over or crossing tracks, look in both directions first.
  - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

RECORDING REQUESTED BY	)
AND WHEN RECORDED MAIL TO:	)
	)
Union Sanitary District	)
5072 Benson Road	)
Union City, CA 94587-2508	)
	)
Attention: District Secretary	)

---

*The document is exempt from the payment of a recording fee  
pursuant to Government Code § 27383*

**PIPELINE CROSSING COSTS FUNDING AND REIMBURSEMENT AGREEMENT**

This Pipeline Crossing Costs Funding and Reimbursement Agreement (“**Agreement**”) is made by and between UNION SANITARY DISTRICT (“**USD**”), and FREMONT PAT RANCH, LLC, a Delaware limited liability company (“**FPR**”). USD and FPR are collectively referred to in this Agreement as the “**Parties.**”

**RECITALS**

- A. FPR plans to develop that certain real property, known as Tract 8288 or “**Patterson Ranch**,” a portion of which is described in Exhibit “A”, attached hereto and incorporated herein by reference (“**Property**”). In order to develop Patterson Ranch, Developer is required to install sanitary sewer lines (“**Sewer Line**”) adjacent to and east of Patterson Ranch, in rights-of-way that benefit both USD and the Union Pacific Railroad Company (“**UPRC**”) in whole or in part.
  
- B. In order to accomplish the installation of the underground Sewer Line extensions for benefit of the development of Patterson Ranch, UPRC has required USD to enter into a Pipeline Crossing Agreement. UPRC and USD plan to enter into a Pipeline Crossing Agreement (“**Pipeline Agreement**”), which will allow the construction and installation of the Sewer Line under portions of the existing UPRC railroad track easement area, and grants USD a License therefor.
  
- C. As the Pipeline Agreement is being required to allow the further development of Patterson Ranch, FPR has agreed to accept certain liabilities and costs associated with the Pipeline Agreement.

WHEREFORE, in consideration of the mutual promises and covenants of the Parties, together with other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and specifically incorporating the above "Recitals" into this Agreement, the Parties agree as follows:

## TERMS

### 1. Incorporation of Recitals.

Recitals A through C, above, are incorporated by this reference as though set forth in full herein.

### 2. Pipeline Crossing Funding and Reimbursement.

2.1 License Fee. Concurrently with execution of this Agreement, FPR agrees to pay the License Fee to UPRC in accordance with the Pipeline Agreement.

2.2 Removal or Relocation of Pipeline. If, in the future, the Sewer Line must be relocated or removed, for whatever reason(s), then pursuant to the terms of the Pipeline Agreement, FPR shall be responsible for all costs associated with such relocation or removal. FPR shall deposit with USD, USD's estimated actual costs for such relocation or removal within 15 days of USD's request. Failure to fund such relocation or removal costs shall constitute a default under this Agreement. Upon default, USD may take action to recover such costs. It is the Parties' understanding that UPRC does not currently have any plans to require the relocation of the Sewer Line.

3. **Pipeline Agreement Termination; Waiver and Release; Indemnity.** FPR acknowledges and understands that the Pipeline Agreement may be terminated at any time by UPRC. FPR hereby waives and releases USD from any and all losses, damages, claims, demands, actions, causes of action, penalties, costs and expenses, including attorney fees, related to or regarding the termination of the Pipeline Agreement by UPRC ("**Claims**"), except to the extent of USD's gross negligence or willful misconduct. Further, FPR hereby agrees to indemnify and hold harmless USD against any and all Claims, except to the extent of USD's gross negligence or willful misconduct.

### 4. Runs with the Land; Successors, Heirs, and Assigns.

This Agreement runs with the Property and shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors, assigns, executors, and heirs (including but not

limited to the Patterson Ranch Owners' Association, a California nonprofit mutual benefit corporation).

**5. Counterparts and Signatures.**

This Agreement may be executed in counterparts and by photocopy, facsimile and/or electronic mail PDF signature, each of which shall be deemed an original, equally admissible into evidence, and all such counterparts shall together constitute one and the same instrument.

**6. Severability and Interpretation.**

The illegality, unenforceability, or invalidity of any one or more covenants, phrases, clauses, sentences, exhibits, portions or paragraphs of this Agreement, as determined by a court of competent jurisdiction, shall not affect the remaining portions of this Agreement or any part thereof, and, in case of any such illegality, unenforceability, or invalidity, this Agreement shall be construed as if such covenants, phrases, clauses, sentences, or paragraphs, to the extent and only to the extent determined to be illegal, unenforceable, or invalid, had not been inserted. The heading and numbering of the different paragraphs of this Agreement are inserted for convenient reference only and are not to be taken as part of the Agreement to control or affect the meaning, construction or effect of the same.

**7. Amendment or Waiver.**

This Agreement cannot be waived, altered, amended or modified, in whole or in part, except by a writing signed by the Parties. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach of any provision of this Agreement.

**8. Applicable Law.**

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of California. Any dispute or controversy arising out of or relating to this Agreement shall also be governed by the laws of the State of California.

**9. Entire Agreement.**

This writing is intended by the Parties as a final expression of their agreement concerning the matters contained herein, and is also intended as a complete and exclusive statement of the terms of their agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

**10. Modifications.**

This Agreement can be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents expressly purporting to modify or rescind this Agreement.

The Parties have executed this Agreement as of \_\_\_\_\_, 2017.

**USD:**

UNION SANITARY DISTRICT

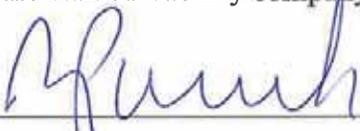
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FPR:**

FREMONT PAT RANCH, LLC,  
a Delaware limited liability company

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

Name: Ray Ranek \_\_\_\_\_

Title: EVP \_\_\_\_\_

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

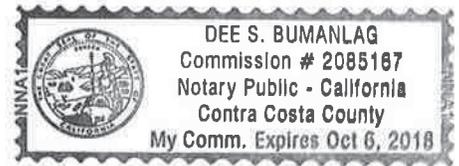
STATE OF CALIFORNIA )
COUNTY OF CONTRA COSTA )

On FEBRUARY 24, 2017 before me, DEE S. BUMANLAG, Notary Public, personally appeared RAY PANEK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature] (seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (seal)

**EXHIBIT A**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL P AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 8035", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, ON DECEMBER 22, 2014, IN BOOK 329 OF MAPS AT PAGES 64 THROUGH 79.

END OF DESCRIPTION

PREPARED BY:



KENNETH E. COOPER  
LICENSED LAND SURVEYOR NO. 8292  
(EXP. 12/31/17)  
STATE OF CALIFORNIA



28 FEB 17  
DATE

**Mackay & Somps**  
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING  
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355  
(925) 225-0690



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**DATE:** March 6, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Pamela Arends-King, Business Services Work Group Manager/CFO  
Sheila Tolbert, Human Resources Manager

**SUBJECT:** Agenda Item No. 13 - Meeting of March 13, 2017  
**Review and Consider Approval of Publicly Available Pay Schedule**

### **Recommendation**

The President, USD Board of Directors, sign the March 1, 2017 Pay Schedule which will be posted and retained in accordance with CalPERS requirements.

### **Background**

The Publicly Available Pay Schedule, mandated by CalPERS in August 2011, is designed to: 1) ensure consistency between CalPERS employers; and, 2) enhance the disclosure and transparency of public employee compensation.

The "Publicly Available Pay Schedule" (CCR 570.5) must:

- be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- identify the position title for every employee position;
- show the pay rate for each identified position as a single amount or as multiple amounts within a range;
- indicate the time base (i.e., bi-weekly, monthly, etc.);
- be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- indicate an effective date and date of any revisions;

- be retained by the employer and available for public inspection for not less than 5 years.

The salary changes contained in the March 1, 2017 document reflect:

- 1) the new title of the Executive Assistant to the General Manager/Board Clerk (formerly Assistant to the General Manager/Board Secretary) and a 1.9% increase in the salary range;
- 2) the addition of the two new positions in Business Services – the Accounting and Financial Analyst I/II and the Senior Accounting and Financial Analyst. (These positions replaced the Sr. Accountant and the Principal Financial Analyst positions.)
- 3) The new classified salary ranges reflecting the March 1, 2017 COLA adjustment.

Attachment: Union Sanitary District Pay Schedule Effective March 1, 2017

## Union Sanitary District Pay Schedule

Effective March 1, 2017		
Accounting and Financial Analyst I	\$3,340.00	\$4,383.75
Accounting and Financial Analyst II	\$3,684.62	\$4,836.06
Accounting Tech Specialist	\$3,257.84	\$3,959.93
Accounting Technician I	\$2,632.62	\$3,199.96
Accounting Technician II	\$2,895.86	\$3,519.93
Administrative Specialist I	\$2,573.25	\$3,127.79
Administrative Specialist II	\$2,708.67	\$3,292.41
Assistant Engineer	\$3,734.56	\$4,901.61
Executive Assistant to the General Manager/Board Secretary	\$3,330.40	\$4,370.40
Assistant Storekeeper	\$2,502.18	\$3,041.42
Associate Engineer	\$4,195.78	\$5,506.96
Buyer I	\$2,830.77	\$3,715.38
Buyer II	\$3,145.30	\$4,128.20
Chemist I	\$3,540.62	\$4,303.64
Chemist II	\$3,717.66	\$4,518.83
Coach, Business Services	\$4,851.38	\$6,367.44
Coach, Capital Improvement Projects	\$5,589.78	\$7,336.58
Coach, Collection Services	\$4,498.05	\$5,903.69
Coach, Customer Service	\$5,589.78	\$7,336.58
Coach, Electrical & Instrumentation	\$4,506.97	\$5,915.39
Coach, Environmental Compliance	\$4,581.41	\$6,013.10
Coach - Mechanical Maintenance	\$4,449.81	\$5,840.37
Coach, Research & Support/Sr. Process Engineer	\$4,970.34	\$6,523.57
Coach, Wastewater Plant Operations	\$4,493.52	\$5,897.75
Collection System Worker I	\$2,658.54	\$3,231.47
Collection System Worker II	\$2,924.41	\$3,554.64
Collection System Trainer	\$3,377.70	\$4,105.61
Communications & Intergovernmental Relations Coordinator	\$3,819.92	\$4,643.13
Construction Inspector I	\$3,093.38	\$3,760.02
Construction Inspector II	\$3,402.71	\$4,136.02
Construction Inspector III	\$3,538.82	\$4,301.46
Customer Service Fee Analyst	\$2,940.47	\$3,574.17
Engineering Technician I	\$2,984.73	\$3,455.19
Engineering Technician II	\$3,283.20	\$3,990.75
Engineering Technician III	\$3,611.53	\$4,389.83
Environmental Compliance (EC) Inspector I	\$2,922.29	\$3,552.06
Environmental Compliance (EC) Inspector II	\$3,287.64	\$3,996.14
Environmental Compliance (EC) Inspector III	\$3,649.28	\$4,435.72
Environmental Compliance (EC) Inspector IV	\$3,904.73	\$4,746.22
Environmental Control (EC) Outreach Representative	\$3,649.28	\$4,224.50
Environmental Health and Safety Program Manager	\$4,116.09	\$5,416.35
Environmental Program Coordinator	\$4,145.08	\$5,440.42
Fleet Mechanic I	\$2,947.66	\$3,582.90
Fleet Mechanic II	\$3,301.38	\$4,012.85
General Manager	\$7,668.45	\$10,065.27
Human Resources Manager	\$5,102.93	\$6,697.60

## Union Sanitary District Pay Schedule

Effective March 1, 2017		
Human Resources Analyst II	\$3,483.29	\$4,571.82
InformationTechnology Administrator	\$4,831.52	\$6,341.37
Information Technology Analyst	\$3,354.14	\$4,402.30
Instrument Tech/Electrician	\$3,630.90	\$4,413.38
Janitor	\$1,971.62	\$2,396.34
Junior Engineer	\$3,361.10	\$4,411.45
Laboratory Director	\$4,403.86	\$5,098.01
Lead Collection System Worker	\$3,216.85	\$3,910.10
Maintenance Assistant	\$1,266.70	\$1,539.68
Manager, Business Services	\$6,963.77	\$9,139.94
Manager, Collection Services	\$6,040.74	\$7,928.47
Manager, Maintenance	\$6,040.74	\$7,928.47
Manager, Technical Services	\$6,707.54	\$8,803.65
Manager, Treatment & Disposal Services	\$6,040.74	\$7,928.47
Mechanic I	\$2,982.05	\$3,624.70
Mechanic II	\$3,339.90	\$4,059.67
Organizational Performance Program Manager	\$4,328.45	\$5,681.10
Painter	\$3,064.78	\$3,725.26
Planner/Scheduler I	\$3,423.72	\$4,161.56
Planner/Scheduler II	\$3,681.66	\$4,475.09
Plant Operations Trainer	\$4,044.48	\$4,916.09
Plant Operator I	\$2,844.95	\$3,458.06
Plant Operator II	\$3,157.91	\$3,838.46
Plant Operator III	\$3,611.14	\$4,389.36
Principal Engineer	\$5,057.42	\$6,637.86
Purchasing Agent	\$3,968.90	\$5,209.17
Receptionist	\$2,250.04	\$2,734.94
Senior Accounting and Financial Analyst	\$4,014.68	\$5,269.27
Senior Database Administrator / Developer	\$4,294.74	\$5,636.85
Senior Engineer	\$4,496.97	\$5,902.27
Senior Geographic Information System (GIS)/Database Administrator	\$4,294.74	\$5,636.85
Senior Information Technology Analyst	\$3,726.82	\$4,891.44
Senior Network Administrator	\$4,112.95	\$5,398.25
Senior Planner/Scheduler	\$4,026.02	\$5,284.14
Senior Process Engineer	\$4,496.97	\$5,902.27
Storekeeper I	\$3,163.91	\$3,845.76
Storekeeper II	\$3,322.10	\$4,038.04
Training and Emergency Response Program Manager	\$3,969.75	\$5,210.30
Utility Worker	\$2,428.82	\$2,952.24

**Board of Directors:** Directors meet or serve in their official capacity 3 – 12 times per month with a maximum of six paid meetings/month at a rate of \$212.10 per meeting and are paid for a maximum of one meeting per day.

Approved by: \_\_\_\_\_  
90 of 123  
 President, Board of Directors

Date: \_\_\_\_\_



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**DATE:** March 3, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Michelle Powell, Communications and Intergovernmental Relations Coordinator

**SUBJECT:** Agenda Item No. 14 - Meeting of March 13, 2017  
**Consider Approval of a Strategic Communication Plan and Rebranding Initiative**

### **Recommendation**

Staff recommends the Board discuss and consider approving a Strategic Communication Plan, discuss a Rebranding Initiative, and provide direction regarding implementation of the Strategic Communication Plan if concurrent rebranding activities are desired.

### **Background**

#### Communications Strategy

The District's Board of Directors formed an Ad Hoc Subcommittee for Communications Strategy in February 2016 to discuss and provide direction to staff regarding development of a comprehensive communication strategy that includes social media. A Draft Strategic Communication Plan was developed with input and review by the subcommittee over a 12-month period, and was presented to the full Board at a workshop on January 31, 2017.

The Draft Strategic Communication Plan presented to the Board included a brief discussion on rebranding with examples from other agencies. The Board concluded that rebranding should be removed from the finalized plan and developed as a separate initiative. Discussion of a starting date for launching a rebranding initiative led Directors to query staff as to whether reducing the scope of the communication strategy would enable staff to begin rebranding activities at an earlier date than originally contemplated at the January 31 workshop.

If it is desired that rebranding activities take a lead position over the Communications Strategy, staff recommends limiting implementation of the activities delineated in the Draft Strategic Communication Plan. Staff proposes concentrating on the following elements of the plan:

- Development of approximately 13 “evergreen” messages for rotation as social media posts. Post the messages once developed.
- Utilizing a social media management tool to schedule posts and provide basic analytics. This will have cost implications ranging between approximately \$120 and \$1,200 annually, depending on desired features.
- Legal and Policy considerations (recommended to be undertaken regardless of final direction received concerning the Strategic Communication Plan):
  - Develop a Social Media comment policy for external commenters to District accounts.
  - Consider development of a social media policy to define District support for its use, and an internal policy to clarify expectations of employees regarding use of social media.
  - Research the legal necessity for a social media retention policy.

Rebranding Initiative

Based on feedback received at the January 31, 2017 Board Workshop, staff believes that the level of effort desired in a rebranding initiative would involve freshening the District’s logo and color palette, possibly including use of a shortened name and addition of a tagline, such as “USD Clean Water” or “UnionSan Clean Water” (examples only).

Staff estimates that the rebranding activities specified above would cost approximately \$50,000 to \$70,000. There would likely be additional costs for implementation. An estimated timeline was developed assuming rebranding activities as the Board’s higher priority compared to the communications strategy and is shown in the table below. If the communications strategy remains the Board’s higher priority, the earliest estimated start date for the Rebranding Initiative would more than likely be late in the 2018 calendar year.

Staff would like to receive feedback and direction on whether the rebranding activities characterized above are a correct understanding of the level of effort desired. This will clarify its path regarding the type of consultant to engage and concepts to develop. If the Board’s preferred level of rebranding effort differs from what is outlined above, future Board Workshop(s) can be scheduled for further discussion.

If the Board decides to move forward with rebranding activities at this time, staff will use the direction received at this meeting as a baseline to begin the process, and will review and refine the estimated costs and rebranding timeline as the initiative progresses.

<b>Estimated Rebranding Initiative Timeline (very rough draft)</b>	
Develop a short list of possible branding firm candidates	Approximately 5 months – March through August 2017
Develop and release a Request of Proposals (RFP development and process, approximately 5 months - March through August 2017)	

Board adopts District Mission/Vision Statement (this will be a starting point for the development of concepts and ideas)	Estimated June 2017
Select branding consultant	August 2017
Consultant orientation/concept development Consultant refines proposed timeline	September/October 2017
Board Workshop #1 to present initial concepts	October – December 2017
Concepts to internal and external stakeholder focus groups	12 – 18 months October 2018 or April 2019
Board workshop #2 to review stakeholder feedback	Fall 2018 or Spring 2019
Return to internal stakeholder focus groups	Complete by Fall 2019
Board workshop #3 or meeting to consider adoption	Fall 2019 or Winter 2019/2020
Implementation schedule developed	Winter 2020

Staff recommends the Board consider and provide direction on the following:

1. Discuss and approve a Strategic Communication Plan as currently drafted.
2. Provide direction on the higher priority regarding implementation of the Strategic Communication Plan vs. commencement of a Rebranding Initiative.
3. Provide direction, if a Rebranding Initiative is the Board's first priority, on the Board's ideas regarding rebranding and desired outcomes to provide staff a baseline for consultant engagement and concept development.

Attachments: DRAFT Strategic Communication Plan

# DRAFT



## Union Sanitary District Strategic Communication Plan

### Introduction:

Union Sanitary District (USD) is an award-winning public agency providing wastewater service to the cities of Fremont, Newark and Union City, California. The District has a great story to tell about our success in protecting public health and the environment, but telling that story to the over 347,000 people we serve is challenging.

As a “quiet utility” that collects fees on annual property tax bills, USD is under the radar for many of our customers. One of USD’s strategic goals is to reach out to the public more frequently and to raise our profile in the community. It is important for customers to understand the value and extent of the services we provide.

In order to better communicate with the public, the District’s Board of Directors agreed in February 2016 that an Ad Hoc Subcommittee for Communications Strategy be formed to discuss and provide direction to staff regarding development of a comprehensive communication strategy that includes social media.

The following proposed communications strategy was developed to increase the District’s opportunities to connect with key audiences while mirroring USD’s commitment to using resources in a cost-effective manner.

### Current Communication Tools:

- USD’s website – recently redesigned
- Annual Newsletter – to all residents, businesses and P.O. boxes in the Tri-Cities
- Press releases – disseminated to print media, electronic media, and Tri-City Chambers
- USD’s social media accounts (Facebook, Twitter, and LinkedIn)

### Current Outreach Activities:

- Presentations to Community Groups
- Presentations to City Councils
- Participation in Community events, e.g. Earth Day, Newark Days, etc.

# DRAFT

- Sponsorship and participation in Science related events – Science in the Park, Alameda County Science and Engineering Fair
- School Outreach/Classroom presentations
- Plant Tours
- Career Fairs
- Certificates of Merit annual event
- Industrial Advisory Council quarterly meetings

## Proposed Strategic Communication Plan:

### Goal:

- Increase opportunities for public awareness of USD's value as a member of the Tri-City community and recognition of the USD "brand".

### Objective:

- Leverage USD's outreach activities by increasing delivery of USD's messages to key audiences across the District's communication channels. This includes greater utilization of USD's current social media channels, which will promote interaction with our community, partner agencies, and industry associations.

## Strategy for Reaching USD's Communication Goal and Objective:

During research into current public communication preferences, it was discovered that the public now expects communication to reach them through multiple channels. No one channel is supreme; rather, messages are now layered through repetition over many channels so that audiences receive information via their preferred method. As social media is now a method through which many people have grown accustomed to receiving and sharing information, staff researched several platforms:

- Pew Research
  - While Instagram and Snapchat mobile-image sharing services are distinctly millennial platforms, the Facebook platform continues to have the most engaged users. 70% of Facebook users interface with the platform on a daily basis. 82% of internet media users between the ages of 18-29 use Facebook. LinkedIn and Twitter are used by 25% and 23% of all adult users respectively.
- Anecdotal Research
  - Informal polling of millennial and Gen-X social media users resulted in responses indicating that Instagram and SnapChat are widely used for private conversations.
  - Instagram and Snapchat are not optimal platforms for USD because the temporary nature of the posts and rapid movement of user feeds result in messages that are short-lived by design.

# DRAFT

- Although the above platforms are popular with a younger demographic, our research indicates that these users still retain Facebook pages, and use them to keep in touch and share information with family and friends.
- Posts linking back to detailed information on our website have resulted in sharing by other local agencies (ACWD, City of Union City, City of Fremont), and by USD's industrial customers (specifically when Certificates of Merit are announced). Twitter is also an excellent platform for quick access to emergency information – the media followed USD's twitter posts during the sinkhole repair.

The District's social media accounts provide an opportunity for staff to reach out more frequently to audiences and enhance its presence on platforms that are widely used across demographic groups. Social media offers an excellent opportunity for the District to reach out with concise, targeted messages about our programs and services that are more informal than traditional outreach. Other attributes of these platforms are:

- Social Media promises two-way communication – it is meant to be interactive (followers can be involved by liking, sharing, and commenting).
- Social media allows for more frequent communication of lighter information that may not be “press release” material.
- Social media platforms are also seen as a “go to” in emergency situations.
- Social media is seen as another layer of communication; part of a steady stream of information distributed on multiple platforms.

It is proposed that the District initially focus on increasing delivery of its messages through increasing frequency of social media posts. Assessment of public response to the platforms and messages can assist staff with further planning to increase message delivery across additional channels in the future.

It was discussed and recommended by staff and the Ad Hoc subcommittee members that the amount of time and resources staff would spend on increased outreach should be no more than four hours per week. If more than four hours per week of staff time dedicated to increased outreach is desired, more resources will be required.

## **Proposed Actions to Support Strategic Communication Plan:**

### **Leverage social media:**

- Commit to posting on USD's Facebook and Twitter accounts at least once per week.
- “Like” and follow more community organizations, Tri-City public agencies, and industry associations' social media; encourage them to like and follow USD.
- Create social media posts that will be viewed as “sharable” content by the above agencies/organizations.
- Share posts from other organizations where appropriate.

# DRAFT

- Post shortened versions of traditional press releases with links back to USD's website.
- Post photos of staff delivering presentations to community groups when possible.

## **Enhance traditional outreach activities with an eye to promote on social media:**

- Proactively reach out annually to City staff and elected officials in the Tri-Cities to offer a District overview and/or plant tour. Post visuals on social media.
- Reach out "beyond the usual" community groups to offer speakers – USD offers presentations to traditional community groups such as the Chambers of Commerce from each of the Tri-Cities. Staff proposes reaching out to additional groups such as the Centerville Business Association, Mission San Jose Chamber of Commerce, Tri-City Rotary, Lions Clubs, community religious groups, and others to offer presentations and foster relationships. Where appropriate, post visuals of USD's presentations to these groups on social media.
- Consider more widespread promotion of USD's collaborative relationships with its industrial users. Work with Environmental Compliance to develop outreach concepts that reinforce USD's partnership with them in protecting the environment. For example, share Certificates of Merit winner information more widely - e.g. with state and national organizations, the San Francisco Business Times, etc.
- Highlight Environmental Compliance's work with City of Fremont's stormwater program, collaboration with car washes and printers to prevent pollution, classroom outreach, and other activities.
- Look for opportunities to co-message with partner agencies such as Republic Services and ACWD.

## **Proposed Activities:**

- Plan posts for weekly uploads to USD's Facebook and Twitter accounts.
- Develop a set of approximately 13 "evergreen" messages for rotation as social media posts. Where appropriate, link back to more detailed information on USD's website.
  - "Evergreen" messages may include information about FOG, medicine disposal, wipes, car washing at a commercial facility, less-toxic home and garden, specific items to keep out of drains (e.g. coffee grounds, eggshells, etc.), and invitations to tour USD's plant.
  - Additional messages can highlight annual events such as Newark Days, the Alameda County Science and Engineering Fair, Earth Day, Science in the Park, etc.
- Plan to develop Centennial and Open House-specific communications, including social media posts, as we move closer to May 2018 (including historic photos/Throwback Thursday subjects if available).
- Periodically assess whether addition or subtraction of communication tools, including social media channels, is warranted.

# DRAFT

## Opportunities to Measure Success:

- Compare monthly analytics of website hits, social media post views, shares, “likes” of USD’s page, and total reached w/ Facebook posts.
- Compile any qualitative responses received that demonstrate raising of USD’s profile in the community and understanding of the value USD provides.
- Explore using a social media management tool to schedule posts and provide basic analytics.

## Legal and Policy Considerations:

It is recommended that following actions be undertaken regardless of final direction received concerning the Strategic Communication Plan:

- Develop a Social Media comment policy for external commenters to District accounts. This is essential to protect the District if it must remove a public comment (hate speech, profanity, etc.) Post the policy on USD’s website in the Open Government section and link to it from USD’s Social Media home pages.
- Consider development of a social media policy to define District support for its use, and an internal policy to clarify expectations of employees regarding use of social media.
- Research the legal necessity for a social media retention policy.

## Considerations for Future Enhancements to USD’s Message Delivery:

- Consider videotaping CIP project public meetings (or just the Q & A sessions) and uploading to USD’s website.
- Consider adding visual messaging to USD’s TV trucks and other vehicles using wrapping techniques and magnetic signs. The magnetic signs could be rotated between vehicles (e.g. pickup trucks and vans) to refresh messaging. Typically, a 16-foot box truck would cost approximately \$4,700 to wrap and would last approximately 5 years. Magnetic signs cost approximately \$45 each for the 12” x 24” size, and last approximately 3 years. (January 2017 cost estimates – graphic design costs not included).
- ~~Consider customer awareness/satisfaction info gathering (telephone surveys) to obtain a baseline metric for future comparisons (possible investment: \$12,000 – \$20,000).~~



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**DATE:** March 6, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Sami E. Ghossain, Manager of Technical Services  
Michael Dunning, Environmental Compliance Coach  
Doug Dattawalker, Environmental Outreach Representative

**SUBJECT:** Agenda Item No. 15 - Meeting of March 13, 2017  
Information Item: **Medication Take Back Pilot Program Update**

## Background

Since 2006, Union Sanitary District (USD) has been operating a Medication Take Back Pilot program. This program began with one day take back events at local pharmacies, and grew to include the setup of drop off bins for the disposal of unused and expired prescription and non-prescription medication. USD promoted the program through outreach events and a campaign to educate the public on this important issue. For the last seven years, USD has partnered with Washington Township Medical Foundation, Washington Hospital Healthcare System, and Haller's Pharmacies to provide bins at seven locations in the district. In the years USD has operated the Pilot program, over nine tons of expired and unused medications have been collected and safely disposed of.

Over the last four years, USD has worked with Alameda County Environmental Health and the California Product Stewardship Council, as members of the Alameda County MEDS Coalition, to advocate for the safe disposal of unused and expired medication. USD has advocated for and participated in the drafting and implementation of the Alameda County Safe Drug Disposal Ordinance published in 2012. This Ordinance requires pharmaceutical manufacturers to take responsibility for the disposal of unused and expired medications that are sold in Alameda County. The Ordinance was the first of its kind in the country and was challenged in court, and then appealed by trade groups of the pharmaceutical industry all the way to the United States

Supreme Court, which refused to hear the appeal. The Alameda County Environmental Health department was tasked with implementing the Ordinance in 2015.

As a result, the MED Project LLC was created by the pharmaceutical industry to meet the requirements of the Alameda County Ordinance. The first phase of the implementation plan consisted of one day drug take back events. The second phase is for kiosks to be installed at Law Enforcement Agency locations. And, the third phase is to install additional kiosks in pharmacy locations, while continuing with one day outreach events. Delays in implementing the program are causing the second and third phases to be rolled out simultaneously.

As of January 2017, there are 10 kiosks being operated by the MED Project LLC in Alameda County. Currently, Haller's Pharmacy in Newark and Haller's Pharmacy and Medical Supply in Fremont are two locations that have been incorporated into the MED Project program in the Tri-Cities. Moving forward, the cost, day to day operations, and oversight of this effort will be handled by MED Project LLC.

The Washington Township Medical Foundation is working with MED Project LLC and USD to determine their locations that will be included. The Washington Hospital Healthcare System locations may be consolidated to a single location in the Main Lobby at 2000 Mowry Ave, Fremont. Other existing locations may not be included in the program due to changes in the Drug Enforcement Agency regulations, and the language of the Alameda County Ordinance that requires kiosks to be located in retail pharmacies or Law Enforcement Agency lobbies.

USD will continue to participate in the Alameda MEDS Coalition to support the implementation and expansion of the take back program. We will also support the safe disposal of unused and expired medications through the Bay Area Pollution Prevention Group, USD's website, and at our outreach events.

For more information, please see the MED Project's website at <http://www.med-project.org/>

PRE/SEG/MD/DD:av

**UNION SANITARY DISTRICT  
CHECK REGISTER  
2/18/2017-03/03/2017**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
163810	3/2/2017	16187	SAK CONSTRUCTION LLC	ALVARADO-NILES ROAD SS REHABILITATION	\$374,311.10	\$374,311.10
163754	2/24/2017	20161220.2	SWRCB - STATE WATER RESOURCES	SRF LOAN #C065220110 - CEDAR BLVD	\$127,349.06	\$284,676.28
	2/24/2017	20161220.1		SRF LOAN #C065221110 - SUBSTATION 1	\$157,327.22	
163790	3/2/2017	800394.30	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II	\$191,256.85	\$191,256.85
163736	2/24/2017	800444.9	MOUNTAIN CASCADE INC	FREMONT & PASEO PADRE LS IMPROVEMENTS	\$109,916.66	\$109,916.66
163783	3/2/2017	7329	DW NICHOLSON CORP	HIGH SPEED AERATION BLOWER	\$55,045.35	\$63,159.30
	3/2/2017	7366		HEADWORKS KNIFE GATE VALVES REPLACEMENT	\$8,113.95	
163704	2/24/2017	201502311	COVELLO GROUP INC	FREMONT & PASEO PADRE LS IMPROVEMENTS	\$23,120.00	\$54,753.50
	2/24/2017	201303533		THICKENER CONROL BUILDING IMPROVEMENTS PHASE II	\$31,633.50	
163739	2/24/2017	17012170207	PACIFIC GAS AND ELECTRIC	SERV TO 1/19/17 PLANT	\$52,037.10	\$52,037.10
163808	3/2/2017	141298	RESC-Q SERVICES LLC	SULFA TREAT SWAP OUT T909902	\$38,100.00	\$38,100.00
163799	3/2/2017	21239	MCGUIRE & HESTER	NEWARK BACKYARD SS RELOCATION - PHASE 3	\$37,837.66	\$37,837.66
163741	2/24/2017	1110817	POLYDYNE INC	44,340 LBS CLARIFLOC C-6267	\$31,095.75	\$31,095.75
163691	2/24/2017	11284194	BROWN & CALDWELL CONSULTANTS	STANDBY POWER SYSTEM UPGRADE	\$16,643.15	\$26,576.07
	2/24/2017	17281804		PLANT GROUNDWATER WELLS MONITORING	\$3,516.15	
	2/24/2017	11283921		PRIMARY DIGESTER NO. 7	\$6,416.77	

**UNION SANITARY DISTRICT  
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<b>Check No.</b>	<b>Date</b>	<b>Invoice No.</b>	<b>Vendor</b>	<b>Description</b>	<b>Invoice Amt</b>	<b>Check Amt</b>
163763	2/24/2017	2031416	WEST YOST ASSOCIATES	HYPO TANKS & PIPING REPLACEMENT	\$5,955.50	\$24,005.60
	2/24/2017	2031413		NEWARK BACKYARD SS RELOCATION - PHASE 3	\$4,945.10	
	2/24/2017	2031414		FORCE MAIN CORROSION REPAIRS - WEST	\$4,477.50	
	2/24/2017	2031415		SLUDGE DEGRITTER SYSTEM	\$8,627.50	
163708	2/24/2017	94576	DEGENKOLB ENGINEERS	SEISMIC STUDY	\$20,743.39	\$20,743.39
163695	2/24/2017	1242	CASA	2017 CASA MEMBERSHIP DUES	\$19,282.00	\$19,282.00
163764	2/24/2017	3709634	WESTERN ENERGY SYSTEMS	ASTD COGEN PARTS	\$15,263.58	\$15,263.58
163749	2/24/2017	3250744	SC FUELS	6,009 GALS UNLEADED REGULAR GASOLINE	\$12,780.57	\$12,780.57
163760	2/24/2017	903634	VINCENT ELECTRIC MOTOR CO	NPS MOTOR REBUILD PUMP #6	\$12,305.39	\$12,305.39
163696	2/24/2017	GPB5651	CDW GOVERNMENT LLC	MICROSOFT ENTERPRISE AGREEMENT - ADDITION	\$9,691.88	\$11,099.38
	2/24/2017	GRZ6912		SINGLEWIRE PAGING SOFTWARE SUPPORT	\$1,407.50	
163791	3/2/2017	800394.30E	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II - ESCROW PYMT	\$10,066.15	\$10,066.15
163677	2/24/2017	66705	3T EQUIPMENT COMPANY INC	15 PIPE PATCH KITS	\$8,445.27	\$8,445.27
163759	2/24/2017	7405-4	VALENTINE CORPORATION	PINE STREET EASEMENT - RETENTION	\$7,814.39	\$7,814.39
163693	2/24/2017	30363	CALIFORNIA WATER TECHNOLOGIES	42,620 LBS FERROUS CHLORIDE	\$3,791.57	\$7,431.20
	2/24/2017	30392		42,280 LBS FERROUS CHLORIDE	\$3,639.63	
163815	3/2/2017	798029	UNIVAR USA INC	4800 GALS SODIUM HYPOCHLORITE	\$2,115.10	\$6,526.40
	3/2/2017	799253		5003 GALS SODIUM HYPOCHLORITE	\$2,204.55	
	3/2/2017	798344		5008 GALS SODIUM HYPOCHLORITE	\$2,206.75	

**UNION SANITARY DISTRICT  
CHECK REGISTER  
2/18/2017-03/03/2017**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
163784	3/2/2017	237139	FRANK A OLSEN COMPANY	DEZURIK PLUG VALVES	\$6,489.28	\$6,489.28
163692	2/24/2017	210143	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - DECEMBER 2016	\$6,406.40	\$6,406.40
163679	2/24/2017	170101026	AIRTECH MECHANICAL INC	HVAC CONTRACT - FMC BUILDINGS AND BOYCE	\$554.61	\$6,267.27
	2/24/2017	170101036		HVAC CONTRACT - BUILDINGS 70, 82 & 83	\$2,088.00	
	2/24/2017	170101035		COGEN HVAC MCC ROOM REPAIR	\$3,084.66	
	2/24/2017	170101024		HVAC CONTRACT - FMC BUILDINGS AND BOYCE	\$540.00	
163782	3/2/2017	10142573495	DELL MARKETING LP C/O DELL USA	14 DELL U2415 MONITORS	\$4,779.42	\$4,779.42
163725	2/24/2017	1044208	INDUSTRIAL SAFETY SUPPLY	ASTD CAL GAS	\$922.36	\$4,380.10
	2/24/2017	1044151		DSX DOCKING STATION FOR MX6	\$3,457.74	
163771	3/2/2017	1393	AUTOMATED NETWORK CONTROLS	APS PUMP NO. 2 VFD PROGRAMMING	\$4,058.90	\$4,058.90
163755	2/24/2017	29325	THOMAS AND ASSOCIATES	SAMPLE PUMP 6 & 7 REPLACEMENTS	\$4,001.01	\$4,001.01
163777	3/2/2017	30417	CALIFORNIA WATER TECHNOLOGIES	43,400 LBS FERROUS CHLORIDE	\$3,758.76	\$3,758.76
163738	2/24/2017	8456	PACIFIC DEVELOPMENT GROUP	REFUND # 19684	\$3,300.00	\$3,300.00
163717	2/24/2017	2784	CITY OF FREMONT	RANGE 2 HAZMAT STORAGE PERMIT	\$313.96	\$3,298.30
	2/24/2017	2072		RANGE 5 HAZMAT STORAGE PERMIT	\$1,980.58	
	2/24/2017	2074		RANGE 2 HAZMAT STORAGE PERMIT	\$313.96	
	2/24/2017	2073		RANGE 3 HAZMAT STORAGE PERMIT	\$689.80	
163713	2/24/2017	65995	ENVIRONMENTAL LOGISTICS INC	HAZARDOUS MATERIALS WASTE PICKUP	\$2,983.10	\$2,983.10
163796	3/2/2017	17916	JENSEN INSTRUMENT COMPANY	1 LEVEL TRANSMITTER	\$2,908.88	\$2,908.88

**UNION SANITARY DISTRICT  
CHECK REGISTER  
2/18/2017-03/03/2017**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
163703	2/24/2017	4557	CONTROLWORX LLC	WATERCHAMP REBUILD CONTROLWORXS	\$2,620.81	\$2,620.81
163744	2/24/2017	33200C	R & S ERECTION OF S ALAMEDA	LIFT MASTER LOGIC 5 GEAR HEAD	\$2,578.00	\$2,578.00
163729	2/24/2017	80952	MAAS BROTHERS INC.	SANDBLAST & POWDERCOAT 11 PIECES FOR ODOR SCUBBER 10	\$2,560.09	\$2,560.09
163698	2/24/2017	8383	CHAMPION CLEANING SPECIALISTS	REFUND # 19672	\$2,500.00	\$2,500.00
163710	2/24/2017	8561	EATON HALL ARCHITECTURE	REFUND # 19671	\$2,500.00	\$2,500.00
163681	2/24/2017	5156142	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$46.04	\$2,363.75
	2/24/2017	5155688		ASTD PARTS & MATERIALS	\$149.05	
	2/24/2017	5156140		MILWAUKEE SHOP TOOLS	\$2,168.66	
163813	3/2/2017	6341	THORNTON ENVIRONMENTAL CONST	AUTO SHOP TLS-350 KEYPAD	\$1,767.00	\$2,334.00
	3/2/2017	6339		CALL OUT TO TROUBLESHOOT UNL DISPENSER	\$567.00	
163756	2/24/2017	6316	THORNTON ENVIRONMENTAL CONST	NPS TLS 350 SUMP REPAIR	\$2,275.00	\$2,275.00
163757	2/24/2017	798104	UNIVAR USA INC	4999 GALS SODIUM HYPOCHLORITE	\$2,202.80	\$2,202.80
163762	2/24/2017	38086	WECO INDUSTRIES LLC	CAMERA REPAIRS	\$2,201.57	\$2,201.57
163752	2/24/2017	3329039140	STAPLES CONTRACT & COMMERCIAL	1 INKJET CART	\$83.40	\$2,052.26
	2/24/2017	3329039138		KITCHEN TOWEL	\$31.94	
	2/24/2017	3329039132		JANITORIAL SUPPLIES	\$1,074.41	
	2/24/2017	3329039135		CREDIT SUPPLIES	\$-31.94	
	2/24/2017	3329039139		OFFICE SUPPLIES	\$894.45	

**UNION SANITARY DISTRICT  
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
163688	2/24/2017	11715880	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$27.43	\$2,043.61
	2/24/2017	11712230		ASTD OFFICE SUPPLIES	\$102.52	
	2/24/2017	11705750		ASTD OFFICE SUPPLIES	\$14.26	
	2/24/2017	11726970		ASTD OFFICE SUPPLIES	\$28.59	
	2/24/2017	11711570		ASTD OFFICE SUPPLIES	\$134.96	
	2/24/2017	11730000		AST OFFICE SUPPLIES	\$1,664.08	
	2/24/2017	11707580		ASTD OFFICE SUPPLIES	\$71.77	
163707	2/24/2017	20170125	DALE HARDWARE INC	01/17 - ASTD PARTS & MATERIALS	\$2,002.96	\$2,002.96
163690	2/24/2017	697144	BRENNTAG PACIFIC, INC.	3846 LBS SODIUM HYDROXIDE	\$1,994.24	\$1,994.24
163800	3/2/2017	21239R	MCGUIRE & HESTER	NEWARK BACKYARD SS RELOCATION - PHASE 3 - RETENTION	\$1,991.46	\$1,991.46
163794	3/2/2017	1044400	INDUSTRIAL SAFETY SUPPLY	ASTD CAL GAS FOR ELECTRICIANS	\$1,469.33	\$1,469.33
163680	2/24/2017	4107393120170131	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 1/31/17-MTR HYD 16435270	\$220.91	\$1,419.18
	2/24/2017	4107361320170131		SERV TO: 1/31/17-MTR HYD 16320037	\$220.91	
	2/24/2017	4107393220170131		SERV TO: 1/31/17-MTR HYD 16435275	\$220.91	
	2/24/2017	4107393420170131		SERV TO: 1/31/17-MTR HYD 15952331	\$220.91	
	2/24/2017	4107393520170131		SERV TO: 1/31/17-MTR HYD 16435269	\$220.91	
	2/24/2017	4107393020170131		SERV TO: 1/31/17-MTR HYD 15141193	\$93.72	
	2/24/2017	4107361120170131		SERV TO: 1/31/17-MTR HYD 15001101	\$220.91	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
163727	2/24/2017	201222834	IRON MOUNTAIN	DATA/MEDIA OFF-SITE STORAGE - JAN 2017	\$265.63	\$1,367.00
	2/24/2017	NKK6996		OFF-SITE STORAGE AND SERVICE - JAN 2017	\$325.94	
	2/24/2017	NKM8216		OFF-SITE STORAGE AND SERVICE - JAN 2017	\$775.43	
163805	3/2/2017	XCTZ01S	PACHECO BROTHERS GARDENING INC	LANDSCAPE MAINTENANCE SERVICES FEBRUARY 2017	\$1,365.00	\$1,365.00
163678	2/24/2017	9942655300	AIRGAS NCN	CYLINDER RENTAL	\$623.43	\$1,356.58
	2/24/2017	9059628063		ASTD PARTS & MATERIALS	\$733.15	
163776	3/2/2017	16072	BURKS TOMA ARCHITECTS INC	REDESIGN OF ADMIN BLDG 2ND FLOOR LAYOUT	\$1,335.00	\$1,335.00
163728	2/24/2017	13967	LOOKINGPOINT INC	ANNUAL SUPPORT FOR PHONE AND NETWORK	\$1,225.00	\$1,225.00
163735	2/24/2017	24000865	MOTION INDUSTRIES INC	ASTD NUTS & BOLTS	\$697.22	\$1,220.62
	2/24/2017	24000338		6 AIR FILTER ELEMENTS	\$523.40	
163716	2/24/2017	170035	FLO-LINE TECHNOLOGY INC	FLO SERVE SUMP PUMP AT VAULT	\$1,219.37	\$1,219.37
163797	3/2/2017	2406	KEN GRADY CO INC	2 MSA H2S SENSORS	\$1,149.16	\$1,149.16
163722	2/24/2017	9332443317	GRAINGER INC	ASTD PARTS & MATERIALS	\$186.18	\$1,132.44
	2/24/2017	9329839576		1 GENERAL PURPOSE FILE SET	\$59.71	
	2/24/2017	9329460522		1 PORTABLE CHAIN VISE	\$745.75	
	2/24/2017	9329839568		ASTD PARTS & MATERIALS	\$140.80	
163685	2/24/2017	579517	A-PRO PEST CONTROL INC	JAN PEST CONTROL	\$1,005.00	\$1,005.00
163811	3/2/2017	1768039001	SAN LEANDRO ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	\$996.42	\$996.42
163812	3/2/2017	874098170	TELEPACIFIC COMMUNICATIONS	WIRELESS INTERNET BACKUP - FEBRUARY	\$980.00	\$980.00

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163702	2/24/2017	20170128	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$975.20	\$975.20
163792	3/2/2017	3K5231	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$942.09	\$942.09
163804	3/2/2017	24001796	MOTION INDUSTRIES INC	ASTD NUT & BOLTS	\$889.83	\$889.83
163720	2/24/2017	1841078029	GOODYEAR COMM TIRE & SERV CTRS	2 TIRES	\$854.73	\$854.73
163780	3/2/2017	273844	CURTIS & TOMPKINS, LTD	20 LAB SAMPLE ANALYSIS	\$830.00	\$830.00
163719	2/24/2017	1083866029	G&K SERVICES CO	ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$15.70	\$761.61
	2/24/2017	1083866027		UNIFORM LAUNDERING & RUGS	\$291.79	
	2/24/2017	94005891		G&K JACKETS FOR CS SUPPORT	\$108.40	
	2/24/2017	1083866028		UNIFORM LAUNDERING SERVICE	\$345.72	
163785	3/2/2017	9939	FREMONT EXPRESS COURIER SVC	COURIER SERVICES: JAN 2017 DAILY MAIL/2 BOARDMEMBER DELIVER	\$760.00	\$760.00
163682	2/24/2017	20170110	AMAZON.COM LLC	01/17 - ASTD OFFICE SUPPLIES	\$721.66	\$721.66
163775	3/2/2017	11285150	BROWN & CALDWELL CONSULTANTS	ALVARADO-NILES ROAD SS REHABILITATION	\$718.63	\$718.63
163705	2/24/2017	273471	CURTIS & TOMPKINS, LTD	3 LAB SAMPLE ANALYSIS	\$60.00	\$645.00
	2/24/2017	273486		6 LAB SAMPLE ANALYSIS	\$155.00	
	2/24/2017	273727		7 LAB SAMPLE ANALYSIS	\$120.00	
	2/24/2017	273454		18 LAB SAMPLE ANALYSIS	\$310.00	
163700	2/24/2017	39254	CLAREMONT BEHAVIORAL SERVICES	MAR 2017 EAP PREMIUM	\$639.40	\$639.40

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
163766	3/2/2017	9060082155	AIRGAS NCN	ASTD PARTS & MATERIALS	\$491.01	\$638.71
	3/2/2017	9059987474		ASTD PARTS & MATERIALS	\$7.67	
	3/2/2017	9060075889		ASTD PARTS & MATERIALS	\$140.03	
163740	2/24/2017	20170214	PETTY CASH	PETTY CASH REPLENISHMENT	\$612.65	\$612.65
163806	3/2/2017	7820	RED WING SHOE STORE	SAFETY SHOES - GRABOWSKI/COOPER/JOHNSON	\$597.98	\$597.98
163733	2/24/2017	170250	METROMOBILE COMMUNICATIONS INC	ANNUAL RADIO SERVICE - FEB 2017	\$582.75	\$582.75
163745	2/24/2017	6820	RED WING SHOE STORE	SAFETY SHOES - DRAKE/RODRIGUES/MINCHACA	\$559.48	\$559.48
163765	2/24/2017	12045428663	WRA ENVIRONMENTAL CONSULTANTS	ALVARADO EQUALIZATION STORAGE BASIN	\$550.00	\$550.00
163802	3/2/2017	1238885	MOBILE MODULAR MANAGEMENT CORFFMC	TRAILER RENTAL - FEB 2017	\$541.07	\$541.07
163706	2/24/2017	20170217	CWEA-NRTC	CONFERENCE REG: M. FULKERSON	\$525.00	\$525.00
163814	3/2/2017	20170301	UNION PACIFIC RAILROAD CO	FOLDER # 0304064 - LUMP SUM MAINTENANCE CONSENT LETTER	\$505.00	\$505.00
163687	2/24/2017	20170222	JEFFREY BARTON	EXP REIMB: MEAL FOR TPO & FMC MEETING	\$500.00	\$500.00
163748	2/24/2017	8861	OSCAR SANCHEZ	REFUND # 19670	\$500.00	\$500.00
163753	2/24/2017	8854	STREAMLINE PLUMBING & DRAIN	REFUND # 19662	\$500.00	\$500.00
163781	3/2/2017	20170224.1	CWEA-NRTC	MEMBERSHIP DUES: M. FARSAI	\$172.00	\$497.00
	3/2/2017	20170224		CONFERENCE REG: M. FARSAI	\$325.00	
163787	3/2/2017	1083867991	G&K SERVICES CO	UNIFORM LAUNDERING & RUGS	\$231.63	\$481.57
	3/2/2017	1083867992		UNIFORM LAUNDERING SERVICE	\$234.24	
	3/2/2017	1083867993		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$15.70	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
163699	2/24/2017	54641256	CINTAS CORPORATION	TPO OPERATOR JACKETS	\$475.07	\$475.07
163750	2/24/2017	122534	SHAPE INCORPORATED	O-RING KIT FOR CHERRY STREET	\$449.98	\$449.98
163779	3/2/2017	58283	CITYLEAF INC	PLANT MAINTENANCE - FEB 2017	\$431.86	\$431.86
163689	2/24/2017	20170221	LAURIE BRENNER	EXP REIMB: FAST SEMI-ANNUALY SAFETY RECOGNITION	\$427.50	\$427.50
163712	2/24/2017	1000449833	ENVIRONMENTAL EXPRESS	ASTD PARTS & MATERIALS	\$424.12	\$424.12
163701	2/24/2017	228437	CLARK'S HOME AND GARDEN INC	6 PG&E FILL SAND	\$329.25	\$414.86
	2/24/2017	228419		1/2 YD CONCRETE 6SK	\$85.61	
163737	2/24/2017	20170222.1	NINA NARVAEZ	TUITION REIMB - WINTER QUARTER 2017	\$138.00	\$408.80
	2/24/2017	20170222		TUITION REIMB - WINTER QUARTER 2017	\$270.80	
163768	3/2/2017	7020944	ALPHA ANALYTICAL LABORATORIES	22 LAB SAMPLE ANALYSIS	\$345.00	\$400.00
	3/2/2017	7020883		2 LAB SAMPLE ANALYSIS	\$55.00	
163809	3/2/2017	316026	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$385.78	\$385.78
163726	2/24/2017	524108	INSTRUMART	1 NPS PH PROBE REPLACEMENT	\$384.75	\$384.75
163803	3/2/2017	20170130	MICHAEL MOSLEY	TRAVEL ADVANCE: PER DIEM FOR INST. TECH BOOTCAMP 3/5-3/10/17	\$378.00	\$378.00
163801	3/2/2017	15269744	MCMASTER SUPPLY INC	ASTD METAL TUBING	\$342.58	\$373.67
	3/2/2017	10237327		10 BUTTON/COIN CELL BATTERIES	\$31.09	
163683	2/24/2017	1754405	ANALYSTS, INC.	13 LAB SAMPLE ANALYSIS	\$366.20	\$366.20
163694	2/24/2017	4021283911	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$355.29	\$355.29
163686	2/24/2017	20170223	PAMELA ARENDS-KING	TRAVEL REIMB: CSMFO LODGING UPGRADE/MILEAGE/PER DIEM/TOLL	\$309.68	\$309.68

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163774	3/2/2017	20170228	Laurie Brenner	TRAVEL REIMB: CSMFO CONFERENCE PER DIEM/MILEAGE/BRDGE TOI	\$295.87	\$295.87
163761	2/24/2017	8047407605	VWR INTERNATIONAL LLC	1 NEODISHER FLA (10L LIQUID)	\$200.75	\$280.89
	2/24/2017	8047414734		1 DETERGENTS TEST KIT: IN WATER	\$80.14	
163742	2/24/2017	128472	PREFERRED ALLIANCE INC	JANUARY 2017 SERVICE FEE	\$277.20	\$277.20
163789	3/2/2017	9338952519	GRAINGER INC	1 EXIT SIGN	\$33.96	\$267.73
	3/2/2017	9338912570		1 DRILL AND TAP BIT	\$14.80	
	3/2/2017	9338480552		6 QUARTZ METAL HALIDE LAMPS	\$93.44	
	3/2/2017	9338480545		1 SPOOL FISH TAPE	\$125.53	
163770	3/2/2017	226651001	AUTO BODY TOOLMART	ASTD PARTS & MATERIALS	\$262.12	\$262.12
163816	3/2/2017	8047518557	VWR INTERNATIONAL LLC	4 IONIC STRENGTH ADJUSTORS, 32 OZ	\$143.33	\$235.45
	3/2/2017	8047516311		3 ALARM TIMERS, 4-CHANNEL	\$92.12	
163724	2/24/2017	1757203	HANSON AGGREGATES INC	3.05 TONS 1/2 MED TYPE A AC-R	\$234.78	\$234.78
163751	2/24/2017	20170201	SPOK INC	FEBRUARY 2017 PAGER SERVICE	\$228.33	\$228.33
163772	3/2/2017	343531	BAY AREA BARRICADE SERVICE INC	MARKING PAINT	\$227.73	\$227.73
163731	2/24/2017	101760	MCINERNEY & DILLON, P.C.	LEGAL SERVICES DIGESTER 1-3 GAS ISOLATION VALVES	\$225.00	\$225.00
163715	2/24/2017	902959901	EVOQUA WATER TECHNOLOGIES	DI WATER SYSTEM	\$220.00	\$220.00
163795	3/2/2017	173436	INTERNATIONAL PAINT LLC	ASTD PAINT SUPPLIES	\$205.77	\$205.77
163684	2/24/2017	14369754	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-YOLLAND, L., WK END 1/28/17	\$199.75	\$199.75
163718	2/24/2017	20170217	MICHAEL FULKERSON	EXP REIMB: CWEA MEMBERSHIP	\$172.00	\$172.00

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
163798	3/2/2017	20170228	MARCUS LEE	EXP REIMB: CWEA MEMBERSHIP	\$172.00	\$172.00
163711	2/24/2017	90086530709	ENTERPRISE GOV 43-1514861	RENTAL: P. ELDREDGE, ONTARIO, CA	\$135.32	\$135.32
163714	2/24/2017	85133539	ENVIRONMENTAL SAMPLING SUPPLY	1 TEDLAR GAS SAMPLING BAGS	\$132.19	\$132.19
163746	2/24/2017	315547	RKI INSTRUMENTS INC	1 SENSOR	\$131.70	\$131.70
163786	3/2/2017	116526237	FREMONT URGENT CARE CENTER	2 DOT PHYSICALS	\$122.00	\$122.00
163773	3/2/2017	11742070	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$24.33	\$117.23
	3/2/2017	11743080		ASTD OFFICE SUPPLIES	\$30.57	
	3/2/2017	11749820		ASTD OFFICE SUPPLIES	\$43.20	
	3/2/2017	11743060		ASTD OFFICE SUPPLIES	\$19.13	
163747	2/24/2017	4221	SABRE BACKFLOW INC	BACK FLOW TEST KIT CALIBRATION	\$116.00	\$116.00
163788	3/2/2017	20170227	MICHAEL GILL	EXP REIMB: USD-BOT.COM 5 YEARS FOR EDEN EMAIL NOTIFICATIONS	\$103.80	\$103.80
163793	3/2/2017	602408533	HILLYARD/SAN FRANCISCO	1 CS PAPER PLATES	\$99.94	\$99.94
163807	3/2/2017	86397	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE MARCH 2017	\$97.90	\$97.90
163758	2/24/2017	9853047.0	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/28/17	\$92.98	\$92.98
163730	2/24/2017	77842020	MATHESON TRI-GAS INC	CYLINDER RENTAL - JAN 2017	\$85.32	\$85.32
163743	2/24/2017	774581	PUBLIC SURPLUS AUCTION	SURPLUS SALE FEE: 1 ELECTRIC CART	\$82.25	\$82.25
163732	2/24/2017	13671249	MCMASTER SUPPLY INC	24 DRILL BITS	\$46.72	\$77.09
	2/24/2017	13920934		8 GALVANIZED STEEL CORNER BRACKETS	\$30.37	
163734	2/24/2017	20170221	MICHAEL MOSLEY	3 CALLOUT MILEAGE REIMBURSEMENTS	\$70.11	\$70.11

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163697	2/24/2017	294941	CENTERVILLE LOCKSMITH	30 YALE KEYS	\$63.91	\$63.91
163778	3/2/2017	295005	CENTERVILLE LOCKSMITH	13 KEYS	\$36.65	\$63.78
	3/2/2017	295151		ASTD PARTS & MATERIALS	\$27.13	
163709	2/24/2017	615320170218	DISH NETWORK	MAR 2017 - SERVICE FEE	\$55.90	\$55.90
163662	2/24/2017	096020170131	PACIFIC GAS AND ELECTRIC	SERV TO 1/30/17 CATHODIC PROJECT	\$45.98	\$45.98
163769	3/2/2017	87896581202252017	AT&T	SERV: 01/18/16 - 02/17/17	\$39.15	\$39.15
163723	2/24/2017	265278	HANIGAN COMPANY INC	1 LOT BUSINESS CARDS - KATHLEEN KING	\$38.68	\$38.68
163721	2/24/2017	81314	GORILLA METALS	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$37.84	\$37.84
163767	3/2/2017	1433	ALAMEDA COUNTY TREASURER	6 ASSESSOR MAPS	\$18.00	\$18.00

**Invoices:**

Credit Memos :	1	-31.94
\$0 - \$1,000 :	140	41,604.95
\$1,000 - \$10,000 :	51	173,534.78
\$10,000 - \$100,000 :	14	375,953.59
Over \$100,000 :	5	960,160.89
<b>Total:</b>	<b>211</b>	<b>1,551,222.27</b>

**Checks:**

\$0 - \$1,000 :	79	29,623.03
\$1,000 - \$10,000 :	43	132,332.91
\$10,000 - \$100,000 :	15	429,105.44
Over \$100,000 :	4	960,160.89
<b>Total:</b>	<b>141</b>	<b>1,551,222.27</b>

## Ross Valley sewage agency reports fewer spills despite rains

By [Richard Halstead](#), Marin Independent Journal

Posted: 02/22/17

Marin sewer agencies have so far fared better than some in the Bay Area by avoiding gargantuan sewer spills during this rainy winter.

The Ross Valley Sanitary District continues to outpace other agencies in the county when it comes to spillage, reporting 20 spills totalling more than 122,000 gallons of sewage since Nov. 1. By comparison, Marin's 27 other sewage agencies combined reported a total of 33 spills totaling just under 41,000 gallons of sewage during the same period.

Of the 122,000 gallons spilled by Ross Valley, a little over 18,000 gallons were recovered; the rest of the effluent ended up in Corte Madera Creek, which feeds into a tidal marsh in Kentfield before emptying into San Francisco Bay near Corte Madera.

The agency's performance this rainy season however appears stellar when compared with spills during past deluges.

Sandra Guldman, vice president of the Friends of Corte Madera Creek Watershed, gives the current Ross Valley Sanitary high marks for recent efforts to stem the tide.

"I would say they are making progress," Guldman said.

During heavy rains in December 2005, Ross Valley Sanitary spilled 472,000 gallons of untreated waste and was later slapped with a \$78,000 fine by state Water Quality Control Board.

The district had to pay the water board \$1.5 million as part of a settlement agreement after releasing more than 3 million gallons of sewage, most of it in two large spills in December 2010.

Large spills around the Bay Area have been recorded this winter. According to the San Francisco Bay Regional Water Quality Control Board, in January alone, the city of San Mateo spilled 260,000 gallons. Vallejo's sewer system discharged about 2 million gallons into the bay. The East Bay Municipal Utility District spilled 5 million gallons of untreated sewage into the bay. And the West Contra Costa Sanitary District plant in Richmond spilled 9 million gallons of partially treated effluent into a marsh leading to the bay.

The Bay Area's biggest spills tend to happen in the winter and are associated with a phenomenon known as "infiltration and inflow."

Infiltration occurs when groundwater enters the collection system through cracked or broken pipes, misaligned joints, intruding roots and faulty manholes. Inflow occurs when stormwater enters the collection system, often through manholes in areas that flood during heavy rains.

## **Improvements**

Greg Norby, who became Ross Valley Sanitary's general manager in 2013, said that on a normal dry-weather day, the district sends about 4.5 million gallons of effluent to the Central Marin Sanitary Agency treatment plant in San Rafael, but on wet winter days that number balloons to 60 to 65 million gallons per day.

Michael Boorstein, a Ross Valley Sanitary board member said, "You can imagine our system was not built for that. It's not like it rains and people go to the toilet more."

Perhaps the main reason that Ross Valley Sanitary continues to experience more spills than other Marin sewage agencies is the poor condition of its aging pipes. In 2012, Brett Richards, the district's general manager at the time, estimated that 165 to 170 miles of the district's 200 miles of sewer pipes were 50 years old or older and in need of urgent replacement.

But following the major spills in 2010, Ross Valley Sanitary used cameras to inspect its pipes and after Norby became general manager, it began prioritizing which pipes it needed to replace most urgently. It is currently replacing 5 to 7 miles of pipe annually.

"Starting from when Greg came in," Boorstein said, "we started fixing the red zone projects in the district, those that are critical. Main lines that are going to break, that kind of thing."

## **'Smart' covers**

Norby said that Ross Valley Sanitary's three largest spills since Nov. 1, which accounted for 89,650 gallons of the effluent released, occurred on a trunk line in downtown San Anselmo near San Anselmo Creek. Norby said the spills occurred when the creek was rising near flood stage.

"Somehow a tremendous amount of stormwater is getting into the system," Norby said.

Two capital projects to line that trunk system are scheduled for completion later this year, Norby said.

"We think that will start to make a dent in it," he said.

Under Norby's direction, the district also has deployed about 35 "smart" manhole covers, which are equipped with sensors that allow managers to monitor flows at trouble spots in real time.

Boorstein said the "smart" covers have helped the district figure out where some of the system's inflow is coming from: people illegally hooking their downspouts directly to a sewer pipe and others connecting the sump pump in their basement to a sewer line.

Boorstein said perhaps more importantly the information from the “smart” covers allows district workers to intervene before a spill occurs by rerouting potential overflow through a bypass pipe or into pump trucks.

Norby said without this information the district probably would have experienced much larger spills this winter given the amount of rain that has fallen.

“We’re not out of the woods,” he said, “but I think I can objectively say we’ve made significant progress.”

# MINNESOTA DAILY

FRIDAY, FEBRUARY 24, 2017 PRINT EDITION

## UMN scientists developing new method to break down drugs in wastewater

The Wackett Lab is using predicative computer models to determine what enzymes can break down drugs.

By [Neha Panigrahy](#)

University of Minnesota researchers are developing a way to better predict how drugs break down in wastewater.

Scientists from the Wackett Lab are using a predictive method to determine the correct enzymes that break down pharmaceuticals in water.

In the past, wastewater has been treated for naturally occurring chemicals, which are digested by microbes. The process — called bioremediation — uses many microbes with various enzymes to break down the drug into safer components.

There aren't any proven systems for getting contaminants such as pharmaceuticals and fire retardants out of the water system before they get into lakes and rivers.

"Some studies do claim that contaminants of emerging concern can affect the aquatic life and humans," said Mary Connor, a Minnesota Pollution Control Agency spokesperson..

These complex chemicals are being used more frequently.

"And current processes are unsuccessful in breaking them down," said Lawrence Wackett, a principle researcher and University biochemistry professor.

Unwanted chemicals are found in personal care products like toothpaste and soap, Wackett said.

The researchers chose a particularly difficult drug to breakdown, carbamazepine, for the study. Carbamazepine is a widely-used treatment for ADHD and epilepsy. This drug is also found in treated waste water because it resists biodegradation.

"The prediction method works in two steps. First, the drug needs get into the active site of the enzyme, and then be positioned correctly," said Diego Escalante, one of the researchers on the project.

The prediction method analyzes the structure of an enzyme and the drug of interest in wastewater. The structures of the enzyme is predetermined using a process called X-ray crystallography, which shows the enzyme's structure.

The method calculates the likelihood that the drug can eventually breakdown. And the enzyme for carbamazepine can be inferred from this information.

The use of enzymes is safer than some other processes like using light to break down drugs, which can cause cancer, said researcher Kelly Aukema.

“The next step in the project is to compile the information from drugs and their respective enzymes into a database,” Aukema said.

The researchers’ method can be used to predict the breakdown of other drugs, too.

Although there has been some research regarding enzymes by pharmaceutical companies, there hasn’t been much about the kind of enzymes needed for wastewater treatment, Aukema said.

“The impact will not be immediate, but it is our hope that this information can be used for the design of better waste water treatment for the removal of chemicals of emerging concern — both here in [Minnesota] and around the world,” Aukema said.



# Big storms swamped Napa Sanitation sewer system

BARRY EBERLING [beberling@napanews.com](mailto:beberling@napanews.com)

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Big January and February storms swamped an aging sewer system and caused an estimated 540,000 gallons of sewage-tainted water to reach waterways leading to the Napa River.

Those rain-driven spills at various locations in the city of Napa over two months totaled enough untreated wastewater to fill an Olympic-sized swimming pool 80 percent full. Wastewater bubbled out of manholes.

"Our system has been overwhelmed with water," Napa Sanitation District General Manager Tim Healy said.

Having untreated wastewater reach the Napa River is something the district never wants to see happen, Healy said. But, he said, the waste is highly diluted.

The Napa Sanitation District was hardly alone. The San Francisco Bay Regional Water Quality Control Board reported 120 wastewater spills took place in the Bay Area from Jan. 1 through Jan. 23, including a 2-million-gallon Vallejo spill.

Such spills are not unexpected with heavy rains, a Water Board report said. The long-term solution is making Board-required fixes to sewer systems in coming years. In the meantime, sanitation districts must report the overflows to the Board.

Napa Sanitation District spills came near to being far worse than they were.

Another 2.25 million gallons of wastewater could have spilled, Healy said. Instead, district crews did such things as pump water from near-to-overflowing manholes and trucked it in large tanks to other manholes.

Meanwhile, the sewage treatment plant near the Napa River in the airport industrial area received 1.27 billion gallons wastewater during the almost two-month rainy streak. In the summer, it would receive less than 400 million gallons in that time frame.

The district dealt with this onslaught by storing wastewater in 340 acres of ponds until the treatment plant had room for it. But the ponds were filling and the water kept coming.

"It's been touch-and-go," Healy said. "It came very close to us having to discharge directly from our ponds into the river."

The problem isn't caused by rainwater running down street gutters and into storm drains, given that storm drains don't connect to sewers.

Rather, Healy said, groundwater enters the sewers through cracks in aging lines. In addition, some people hook up sump pumps and house roof leaders to the sewer system, a practice the district discourages.

Revamping a 270-mile system of sewer lines with 30 percent of the lines being 50 years old and older isn't an overnight job. But the district will try to take another bite of the problem this summer.

"We're trying to make the system water-tight," Healy said.

The Napa Sanitation District plans to renovate 5.7 miles of sewer lines this spring and summer in such areas as Westwood. The Board of Directors on Wednesday could award a \$4.7 million contract to K.J. Woods Construction.

"This is the big project for the summer," Healy said. "This is one of the biggest projects we've ever done."

Workers won't be tearing apart 5.7 miles of streets to reach the sewers. Rather, they'll do such thing as snake a metal cone through the sections of the system to break clay pipe and pull a new, polyethylene pipe into place behind it. The only excavation is where the laterals hook to the line.

"It's a very non-obtrusive construction technique," Healy said.

Brick manholes will also be replaced. Healy said groundwater can enter the sewer system through cracks in the mortar.

Another \$1 million project will be at the north end of the Gasser property and involve Soscol Avenue. Healy said the district is working with the city to keep traffic moving during the work and to avoid such peak traffic periods as the BottleRock Music Festival.

Rehabilitating sewer lines is cheaper than doing emergency repair work, a district report said. One example is a \$90,000 repair job for 128 feet of line on Main Street. The rehabilitation cost would have been \$8,700.

The district in past years has replaced less than 1 percent of its sewer infrastructure annually, or less than 2.7 miles. The goal in coming years is to do 2 percent, or 5.4 miles.

Improving the aging sewer system to avoid spills and other problems comes with a price. The district raised sewer rates 15 percent in July 2016 and plans to raise them 15 percent, 6 percent, 5 percent and 4 percent in coming years.

The annual charge for a home that a year ago was \$482.50 and is now \$554.88 could rise in phases to \$738.62 in July 2020. Payments are made as part of the property tax bill.

# EAST BAY TIMES

Shoring up Bay Area's critical infrastructure

## Can we protect low-lying areas from rising sea level?

### WHERE WE'LL SEE IT FIRST

Bay water could flood runways at both San Francisco International, left, and Oakland airports. Toll plazas at San Mateo Bridge, right, and other spans may also be flooded. *In the wake of recent storms and climate change forecasts, regional leaders look to safeguard highways, transit systems*

By Erin Baldassari

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By 2050, the toll plazas at three of the Bay Area's four major bridges, including the Bay Bridge, could be underwater during severe storms. Railroad tracks near the Suisun Bay between Interstate 680 and Port Chicago also would flood intermittently. Bay water would cover the runways at the Oakland and San Francisco airports, and in the South Bay, the campuses of Facebook and Google could find themselves regularly flooded.

If projections about the impacts of climate change hold true, strong storms and rising tides will be the new normal for Bay Area residents, resulting in devastating impacts to the region's critical transportation infrastructure if nothing is done to protect low-lying areas. As if getting to and from work in the region's recent storms wasn't hard enough, climate change will bring even more challenges, from failed levees to backed-up sewers.

But two nascent efforts are addressing these challenges and looking for solutions. A three-year, \$1.2 million study, funded by Caltrans and the Bay Area Toll Authority, will focus on the region's transportation network, and a roughly 15-month, \$4.6 million design competition funded by the Rockefeller Foundation will select 10 at-risk sites to implement solutions that lessen the impacts of climate change and rising tides.

The three-year study will examine the ways the Bay Area's 7 million residents get around, from walking and cycling the Bay Trail to bus systems, interstate highways, bridges, trains and ferries, said Lindy Lowe, the director of planning for the San Francisco Bay Conservation and Development Commission, which is leading the study along with several other regional agencies.

"If you take a map out and see where we put all our roads and much of our transit system, it's along the bay shoreline," she said. "And that makes the transportation network almost uniquely vulnerable."

## Most affected

The study also will examine the communities that could be stranded or suffer property loss in the event of massive flooding. In the end, Lowe said, the agencies hope to have a much better understanding of which parts of the region's transportation network and which communities will be most affected by water levels as they rise.

If this winter's storms that are wreaking havoc on the Bay Area, flooding parts of Highway 101 in Marin and San Jose, Highway 37 in Vallejo, and other major regional connectors, are an indication of what is to come, Bay Area leaders need to act quickly, said Kristina Hill, an associate professor at UC Berkeley specializing in urban ecology and hydrology.

"The flooding we saw this (month) will be much worse when the sea level rises," she said. "It's like a preview; the maps we have predicting future sea level rise are really underestimates because they don't include all the rain coming from the hillsides."

The challenge, however, is one of coordination and cooperation, said Allison Brooks, the executive director of the Bay Area Regional Collaborative. The nine-county Bay Area has 101 municipalities, 25 transit districts and a plethora of special districts that often overlap on state or federal land. It can be difficult to figure out who is in charge of what, especially considering the shoreline and the area's transportation networks are shared regionally, she said.

"Right now nobody is in charge of this issue," she said. "We need to tackle that, and we need to understand from a comprehensive perspective our vulnerabilities as a region."

Brooks is hoping the Rockefeller design challenge will at least begin to uncover the sticky points when it comes to funding investment projects and managing them. Some of those lessons will then be used as part of the study, she said, helping to develop a strategy for the various agencies to coordinate future work throughout the region.

That's critical because already some cities are looking at what they can do to shore up their infrastructure, and creating a piecemeal approach could have disastrous unintended consequences, said Mark Stacey, a professor of civil and environmental engineering at UC Berkeley.

Foster City, for example, is planning to raise its levees by as much as 4 feet along its shoreline after FEMA concluded that 85 percent of the system did not meet federal requirements for flood protection. If more communities follow its lead, that could result in a shoreline surrounded by sea walls and levees with communities behind them sitting below the water level. They would need large pumps to remove water in the event of a levee failure, or even during periods of prolonged or heavy rainfall, Stacey said.

"We are creating New Orleans," Stacey said. "The path we're on would lead to a ring of communities around the bay, where communities are protected by a sea wall but are supported by pumping infrastructure, and the dangers of that were clearly illustrated with Hurricane Katrina."

## Work underway

But other kinds of work to beef up the region's resiliency to climate change are underway. BART, for instance, has been studying its own vulnerabilities to water intrusion, particularly as it impacts the system's power supply, train control and tracks, said Tian Feng, a BART architect. The agency understands the urgency because it already experiences problems during periods of heavy rain, he said.

Measure AA, an annual \$12 parcel tax estimated to generate \$500 million for wetland restoration projects through 2037, initially started with a focus on restoring habitat for native plants and animals, said Matt Gerhart, regional manager for the California Coastal Conservancy. Now, however, Gerhart said there is a growing recognition from environmentalists that those marshes will be critical to mitigate the impact of climate change.

In Hayward, the South Bay Salt Pond Restoration Project — the largest tidal marsh restoration project on the West Coast — is transforming more than 15,000 acres of industrial salt ponds into a mosaic of tidal wetlands and other habitats. The longer tidal wetlands are allowed to grow, the better they will help defend against rising tides and floods, Gerhart said.

"We need to get them functioning earlier in the time frame, rather than later," he said. "We really should be focusing on doing as much as we can." *Contact Erin Baldassari at 510-208-6428.*