



**UNION SANITARY DISTRICT BOARD MEETING/  
UNION SANITARY DISTRICT FINANCING AUTHORITY  
AGENDA**

**Monday, July 13, 2020  
Regular Meeting - 4:00 P.M.**

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

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

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

Karen W. Murphy  
*Attorney*

**CORONAVIRUS (COVID-19) ADVISORY NOTICE**

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County March 31, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, the Monday, July 13, 2020, Regular Board Meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. **To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by following the steps listed below to listen to the Board Meeting, and may provide public comment by sending comments to the Board Clerk by email at [assistanttogm@unionsanitary.ca.gov](mailto:assistanttogm@unionsanitary.ca.gov) or via voicemail by calling 510-477-7599 before 3:00 p.m. on the date of the meeting.** Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Board President's discretion. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Any member of the public who needs accommodations should email or call the Board Clerk who will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the Union Sanitary District procedure for resolving reasonable accommodation requests.

To listen to this Regular Board Meeting:

Call: 1-888-788-0099 or 1-877-853-5247

Meeting ID: 841 6371 0894 #

Participant ID: #

Click the Zoom link below to watch and listen:  
<https://us02web.zoom.us/j/84163710894>

1. Call to Order.

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2. ~~Salute to the Flag.~~ (This item has been suspended due to the COVID-19 pandemic.)

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3. Roll Call.

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- Motion 4. Approve Minutes of the Union Sanitary District Board Meeting of June 22, 2020.

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- Motion 5. Approve Minutes of the Union Sanitary District Special Board Meeting of June 23, 2020.

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6. Written Communications.

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7. Public Comment.  
Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available in the Boardroom and are requested to be completed prior to the start of the meeting.

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- Motion 8. Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Hazen and Sawyer for the Enhanced Treatment and Site Upgrade Phase 1A Project (*to be reviewed by the Engineering and Information Technology Committee*).

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- Motion 9. Consider Two Resolutions to Accept Two Sanitary Sewer Easements for Tract 8239 – Montecito, Located at 37350 Sequoia Road, in the City of Fremont (*to be reviewed by the Legal/Community Affairs Committee*).

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- Motion 10. Authorize the General Manager to Execute a Capacity Charge Payment Agreement for 3909 Thornton Avenue in the City of Fremont (*to be reviewed by the Legal/Community Affairs Committee*).

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- Motion 11. Authorize the General Manager to Execute Amendment No. 1 to the Agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont (*to be reviewed by the Legal/Community Affairs Committee*).

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- Motion 12. Authorize the General Manager to Execute a Temporary Sewer Siphon Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark (*to be reviewed by the Legal/Community Affairs Committee*).

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- Direction 13. Board Direction Regarding General Manager’s Check-in Board Workshop.

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- Information 14. Legislative Update on Regional Issues of Interest to the Board (*to be reviewed by the Legislative Committee*).

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- Information 15. Report on the East Bay Dischargers Authority Meeting of June 18, 2020.

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- Information 16. COVID-19 Update.

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Information

17. Check Register.

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Information

18. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*

- a. Legislative Committee – Wednesday, July 8, 2020, at 1:30 p.m.
    - Director Lathi and Director Fernandez
  - b. Legal/Community Affairs Committee – Thursday, July 9, 2020, at 1:00 p.m.
    - Director Toy and Director Fernandez
  - c. Engineering and Information Technology Committee – Friday, July 10, 2020, at 11:00 a.m.
    - Director Lathi and Director Handley
  - d. Budget & Finance Committee – will not meet.
  - e. Personnel Committee – will not meet.
  - f. Audit Committee – will not meet.
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Information

19. General Manager’s Report. *(Information on recent issues of interest to the Board).*

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20. 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.
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21. Adjournment – The Board will adjourn to the next Regular Board Meeting to be held virtually on Monday, July 27, 2020, at 4:00 p.m.

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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.



## LEGISLATIVE COMMITTEE MEETING

Committee Members: Director Lathi and Director Fernandez

### Directors

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

### AGENDA

**Wednesday, July 8, 2020**

**1:30 P.M.**

**Alvarado Conference Room**

**5072 Benson Road**

**Union City, CA 94587**

### Officers

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County May 18, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call.

To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email at [assistanttogm@unionsanitary.ca.gov](mailto:assistanttogm@unionsanitary.ca.gov) or via voicemail by calling 510-477-7599 up to one hour before the scheduled meeting start time.

1. Call to Order

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2. Roll Call

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3. Public Comment

Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.

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4. Items to be reviewed for the Regular Board meeting of July 13, 2020:

- Legislative Update on Regional Issues of Interest to the Board
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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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## LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Toy and Director Fernandez

### Directors

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

### AGENDA

**Thursday, July 9, 2020**

**1:00 P.M.**

**Alvarado Conference Room**

**5072 Benson Road**

**Union City, CA 94587**

### Officers

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

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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 Regular Board meeting of July 13, 2020:
  - Consider Two Resolution to Accept Two Sanitary Sewer Easements for Tract 8239 – Montecito, Located at 37350 Sequoia Road, in the City of Fremont
  - Authorize the General Manager to Execute a Capacity Charge Payment Agreement for 3909 Thornton Avenue in the City of Fremont
  - Authorize the General Manager to Execute Amendment No. 1 to the Agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont
  - Authorize the General Manager to Execute a Temporary Sewer Siphon Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark

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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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**ENGINEERING AND INFORMATION TECHNOLOGY  
COMMITTEE MEETING**

Committee Members: Director Lathi and Director Handley

**AGENDA**

**Friday, July 10, 2020**

**11:00 A.M.**

**Alvarado Conference Room**

**5072 Benson Road**

**Union City, CA 94587**

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

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1. Call to Order

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2. Roll Call

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3. Public Comment  
Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.

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4. Items to be reviewed for the Regular Board meeting of July 13, 2020:
  - Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Hazen and Sawyer for the Enhanced Treatment and Site Upgrade Phase 1A Project

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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 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.

**MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING  
AUTHORITY  
June 22, 2020**

**Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County March 16, 2020 Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, the Monday, June 22, 2020, Regular Board Meeting was not physically open to the public and all Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to listen to the Board Meeting, and provide public comment by sending comments to the Board Clerk.**

**CALL TO ORDER**

President Handley called the meeting to order at 4:00 p.m. The regular meeting time was modified due to the COVID-19 emergency.

**SALUTE TO THE FLAG**

**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  
Karen Murphy, District Counsel  
Mark Carlson, Business Services Manager/CFO  
Armando Lopez, Treatment and Disposal Services Manager  
Sami Ghossain, Technical Services Manager  
James Schofield, Collection Services Manager  
Robert Simonich, Fabrication Construction and Maintenance Manager  
Laurie Brenner, Business Services Coach  
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF  
JUNE 8, 2020**

It was moved by Director Fernandez, seconded by Secretary Lathi, to Approve the Minutes of the Board Meeting of June 8, 2020. Motion carried with the following vote:

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

## **MONTHLY OPERATIONS REPORT FOR MAY 2020**

This item was reviewed by the Budget & Finance and Legal/Community Affairs Committees. General Manager Eldredge provided an overview of the Odor Report and Work Group Reports and Business Services Coach Brenner reviewed the financial reports included in the Board meeting packet. General Manager Eldredge stated a Desk Item had been distributed to show portions of the Collection Services Work Group report that had been inadvertently excluded from the packet. The Desk Item was added to the Board meeting packet posted on the District website.

## **WRITTEN COMMUNICATIONS**

There were no written communications.

## **PUBLIC COMMENT**

There was no public comment.

## **PUBLIC HEARING TO CONSIDER COLLECTION OF SEWER SERVICE CHARGES ON THE TAX ROLLS FOR FISCAL YEAR 2021 AND ADOPTION OF A RESOLUTION ELECTING TO COLLECT SEWER SERVICE CHARGES ON THE TAX ROLLS**

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge introduced the item. Business Services Coach Brenner stated the District has collected sewer service charges on the Alameda County tax rolls for many years; however, the Board must hold a public hearing annually to consider and reauthorize collection of sewer service charges on the tax rolls. Staff prepared the report setting forth sewer service charges to be assessed on each parcel in the District for Fiscal Year 2021 and the report has been available for public inspection at the District's offices. Staff published notice of the filing of the report and the public hearing to consider the report in the Argus newspaper on June 5 and 12, 2020, and in the Tri-City Voice on June 9 and 16, 2020. Staff recommended the Board conduct a public hearing to receive written and oral comments on the proposal to collect sewer service charges via the property tax rolls and, unless there was a majority protest, overrule any objections to the report and adopt a resolution electing to collect sewer service charges on the tax rolls.

President Handley opened the public hearing. There were no speakers.

President Handley closed the public hearing.

The minimum number of protests needed to constitute a majority would have been 50,496. Since no protests were received, Board Clerk McEvoy determined the absence of a majority protest.

It was moved by Director Toy, seconded by Secretary Lathi, to Adopt Resolution No. 2896 Electing to Collect Sewer Service Charges on Tax Rolls for Fiscal Year 2021. Motion carried with the following vote:

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

ABSTAIN: None

ABSENT: None

**CONSIDER APPROVING PROPOSED OPERATING AND CIP BUDGET FOR FISCAL YEAR 2021**

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge introduced the item. Business Services Coach Brenner stated the proposed budget reflects Board input and revisions made to the information presented during the Budget Workshop held May 12, 2020, and the Board meeting of June 8, 2020. Staff recommended the Board review and consider adoption of the Proposed Operating and CIP Budget for Fiscal Year 2021.

It was moved by Secretary Lathi, seconded by Vice President Kite, to Adopt the Proposed Operating and CIP Budget for Fiscal Year 2021. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None

ABSTAIN: None

ABSENT: None

**CONSIDER A RESOLUTION TO ACCEPT A SANITARY SEWER EASEMENT FOR TRACT 8157 – LIGHTHOUSE, LOCATED AT WILLOW STREET AND SEAWIND WAY, IN THE CITY OF NEWARK**

This item was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated Lennar Homes of California will construct a residential development consisting of 88 townhomes for Tract 8175, located at Willow Street and Seawind Way in the City of Newark. The roadways of the development do not meet the City of Newark’s street dimensions and structure setback requirements for public streets and have been designated as private. Lennar Homes constructed the new sewer mains and has granted the District sanitary sewer easements to provide access and maintenance of the new sewer mains. Staff recommended the Board consider a resolution to accept a sanitary sewer easement for Tract 8157 – Lighthouse, located at Willow Street and Seawind Way, in the City of Newark.

It was moved by Director Toy, seconded by Director Fernandez, to Adopt Resolution No. 2897 Accepting a Sanitary Sewer Easement for Tract 8157 – Lighthouse, Located at Willow Street and Seawind Way, in the City of Newark, California. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None

ABSTAIN: None

ABSENT: None

**INFORMATION ITEMS:**

**Report on the East Bay Dischargers Authority Meeting of May 21, 2020**

President Handley provided an overview of the updated EBDA meeting minutes included in the Board meeting packet. The updated EBDA minutes added a recommendation regarding banking practices to the Financial Management Committee section.

**COVID-19 Update**

General Manager Eldredge provided an update regarding COVID-19 impacts on District operations and associated coordination efforts.

**Check Register**

The Board requested staff provide a breakdown of the District’s monthly Verizon charges in future check registers.

**COMMITTEE MEETING REPORTS:**

The Legal/Community Affairs, Budget & Finance, and Engineering and Information Technology Committees met.

**GENERAL MANAGER’S REPORT:**

General Manager Eldredge stated the following:

- Introduced the District’s new Chief Financial Officer, Mark Carlson
- The California Association of Sanitation Agencies Annual Conference will be held virtually in August. Boardmembers interested in participating were asked to contact District staff to register for the virtual event.

**OTHER BUSINESS:**

There was no other business.

**ADJOURNMENT:**

The meeting was adjourned at 4:28 p.m. to a Board Workshop at 4:00 p.m. in the Alvarado Conference Room on Tuesday, June 23, 2020.

SUBMITTED:

ATTEST:

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

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

APPROVED:

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

Adopted this 13<sup>th</sup> day of July 2020

**MINUTES OF THE SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT  
June 23, 2020**

**Consistent with Executive Order No. N-25-20 and N-29-20 from the Executive Department of the State of California and the Alameda County Public Health Department's Updated March 31, 2020 Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, the District's June 23, 2020, Special Meeting was not physically open to the public. In order to maximize public safety while still maintaining transparency, members of the public were able to attend the meeting telephonically and electronically.**

**CALL TO ORDER**

President Handley called the special meeting to order at 4:00 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  
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

**PUBLIC COMMENT**

There was no public comment.

**BOARD WORKSHOP**

General Manager Eldredge presented information regarding Merit Based Compensation.

**ADJOURNMENT:**

The special meeting was adjourned at approximately 4:45 p.m. to the next Regular Meeting in the Boardroom on Monday, July 13, 2020, at 4:00 p.m.

SUBMITTED:

ATTEST:

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

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

APPROVED:

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

Adopted this 13<sup>th</sup> day of July, 2020



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

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

Karen W. Murphy  
*Attorney*

**JULY 13, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 8**

**TITLE:** Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Hazen and Sawyer for the Enhanced Treatment and Site Upgrade Phase 1A Project *(This is a Motion Item)*

**SUBMITTED:** Paul R. Eldredge, General Manager/District Engineer  
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager  
Curtis Bosick, Enhanced Treatment and Site Upgrade Assistant PM  
ETSU Steering Committee (Armando Lopez, Sami Ghossain, Robert Simonich)

**Recommendation**

Staff recommends the Board authorize the General Manager to execute Amendment No. 1 to Task Order No. 1 with Hazen and Sawyer in the amount of \$98,335 for the Enhanced Treatment and Site Upgrade Phase 1A Project.

**Previous Board Action**

December 12, 2016, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Woodard & Curran (formerly RMC Water and Environment) in the amount of \$265,217 to study, review and assess the District's near- and long-term projects.

January 9, 2017, the Board authorized the General Manager to execute Task Order No. 2 with Carollo Engineers in the amount of \$279,698 for the Plant Solids System/Capacity Assessment – Phase 2.

March 27, 2017, the Board authorized the General Manager to execute Task Order No. 2 with Woodard & Curran in the amount of \$69,877 for the Effluent Management Study.

July 11, 2017, the Board held Workshop No. 1 on the background and analysis of the Administration and Control Buildings and cost comparison of the retrofit and new building alternatives.

January 22, 2018, the Board authorized the General Manager to execute Amendment No. 2 to Task Order No. 2 with Woodard & Curran in the amount of \$74,518 to evaluate strategies for early adoption of nutrient removal process at the Plant and at the Hayward Marsh during the Effluent Management Study.

March 19, 2018, the Board held Workshop No. 2 on the retrofit vs. new options for the Administration and Control Buildings, the options for secondary process improvements, and the need to vet the membrane bioreactor treatment technology.

May 8, 2019, the Board held Workshop No. 3 on results from the secondary process evaluation, the alternatives and phasing of the secondary treatment process improvements, the new campus building alternative, and the capital and O&M cost updates.

July 22, 2019, the Board approved the Enhanced Treatment & Site Upgrade Program Manager (Limited Duration) and Enhanced Treatment & Site Upgrade Assistant Program Manager (Limited Duration) Job Descriptions and Salary Ranges.

August 26, 2019, the Board Adopted Resolution 2864 Approving the District's Final Report for the Enhanced Treatment & Site Upgrade Program.

January 13, 2020, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Hazen and Sawyer in the amount of \$6,752,860 for the Enhanced Treatment and Site Upgrade Phase 1A Project to provide the 30% design services for all projects in Phase 1 of the ETSU Program (excluding the Campus Building project) and final design services associated with the Aeration Basin Modifications Project.

March 9, 2020, the Board authorized the General Manager to execute Task Order No. 2 with Hazen and Sawyer in the amount of \$3,737,412 for the Enhanced Treatment and Site Upgrade Phase 1A Project to complete the design of the Campus Building Project.

## **Discussion**

The ETSU Program report that the Board Approved on August 26, 2019 described a subset of projects, which included a new blower building, intermediate primary effluent lift station, and new aeration basins (Aeration Basin's 8 through 12) to be included in Phase 2 of the ETSU Program. Based upon current information, Phase 2 will not be required for 15 to 20 years depending upon several factors, such as solids loading increases to the plant and when the Regional Water Quality Board might require lower nutrient limits above and beyond the Phase 1

Program limits already anticipated for the treatment plant discharges to the San Francisco Bay. However, the trend of increased solids loadings to the plant have moved the projection of the likely need of Aeration Basin 8 to 2028.

Task Order No. 1 with Hazen and Sawyer (Hazen), which was authorized by the Board on January 13, 2020, included a scope item to evaluate the feasibility and benefits of constructing Aeration Basin 8 in Phase 1 of the ETSU Program.

Hazen's recommendation for this change to include Aeration Basin 8 construction early in Phase 1 of the ETSU Program was based upon the following findings from their evaluation:

- Significantly improved constructability during the Phase 1A project, risk reduction during construction, and potential costs savings from reduced risk. Early construction of Aeration Basin 8 allows existing basins 1-4 to be removed simultaneously for construction instead of in phases and it also improves operational reliability during construction.
- Significantly Improved constructability and cost savings during the remainder of the Phase 1 projects, likely overall decrease in Phase 1 program construction duration, risk reduction during construction, and potential costs savings from reduced schedule of the Phase 1 Program. Early construction of Aeration Basin 8 simplifies major piping routings and connections which eliminate the need for an entire plant flow bypass and reduces operational and scheduling risk during construction.
- Provides more reliable operations during maintenance activities that requires tanks to be taken out of service and ensures more stringent water quality objectives are met during these activities.
- Provides for more reliable ammonia and solids removal during cold weather to ensure water quality objectives are met for discharges to the Old Alameda Creek, particularly as loading to the plant increases.

The early construction of Aeration Basin 8 in Phase 1 of the ETSU Program can be accomplished without an increase in the estimated combined costs of Phase 1 and 2. The addition of Aeration Basin 8 is expected to create some cost savings during the Phase 1B / 1C Projects. However, it does result in an increase to the Phase 1 Program that is currently estimated at a total cost increase of \$15.5 million, or approximately 5% of the total Phase 1 Program.

Staff believes the additional costs to the project are warranted given the above findings by Hazen. Staff will be reviewing the ETSU Program and overall Capital Improvement Program to look for budget savings and deferments to offset these proposed additional Phase 1 Program costs.

#### Amendment No. 1

Staff negotiated Amendment No. 1 with Hazen to incorporate the construction of Aeration Basin 8 into the 30% design for Phase 1 of the ETSU Program. Staff is only requesting an increase to the 30% design submittal to better analyze the overall proposed change in scope to the Program and include this scope in a more detailed and accurate overall cost estimate for the overall Phase 1

Program. This will assist staff with fully vetting its recommendation to include Aeration Basin 8 in the full scope of the Program before making a recommendation to include Aeration Basin 8 to a complete 100% design level.

Staff anticipates returning to the Board after completion of the Phase 1 Program 30% design to report on the program level design process. If the findings continue to support the inclusion of Aeration Basin 8 into the 100% design, staff will bring forward a contract amendment for the 100% design of the Aeration basin 8 for the Boards consideration. As of right now, the anticipated additional 100% design consultant fees for Aeration Basin 8 are estimated at approximately \$400,000.

Staff has negotiated the total scope and fee with Hazen for the proposed Amendment No. 1. The proposed total not-to-exceed fee for the Phase 1A Project agreement with Hazen is summarized in the table below:

Description	Fee
Task Order No. 1 – Aeration Basin Modifications Design Services and ETSU Phase 1 30% Design Services	\$6,752,860
Amendment No. 1 to Task Order No. 1 - Inclusion of the construction of a new Aeration Basin into the Aeration Basin Modifications Project up to the 30% Design submittal	\$98,335
Task Order No. 2 – Campus Building Design Services	\$3,737,412
<b>Total Proposed Not-to-Exceed Fee for this Agreement</b>	<b>\$10,588,607</b>

Per the ETSU Program Report and the approved FY2021-2040 CIP budget, the combined construction cost of the Aeration Basin Modifications and Campus Building projects is currently estimated to be \$103.8 million with a combined total project cost of \$135 million. This does not include the additional costs of Aeration Basin 8 Construction. The proposed total not-to-exceed fee for Task Order Nos. 1 and 2 including Amendment No. 1 is \$10,588,607, or 10.2% of the current engineer’s construction estimate. Provided that roughly \$1.6 million or 15% of the consultant’s fee can be attributed to the 30% design of the Secondary Clarifiers, Effluent Facilities, and Plant Equalization Storage projects, staff estimates that the total design fee for the Aeration Basin Modifications and Campus Building projects is approximately \$9.0 million, or 8.7% of the construction estimate. The typical range for design services is between 7% to 15% of construction costs depending upon the size and complexity of the project. Due to the complexity of the Project and the need to ensure that all Phase 1 improvements work as a complete integrated system, staff believes the design fees to be reasonable.

Staff anticipates Hazen will complete the 30% design of the Phase 1 Projects in the Fall of 2020 and that Staff will bring the final decision to incorporate Aeration Basin 8 into the Phase 1 Projects at that time.

Staff anticipates Hazen and the Campus Building Architect will complete the design of the Project and required environmental review under the California Environmental Quality Act by July 2021 with construction to begin in late 2021 or early 2022.

Although the increase of the proposed Amendment was within Staff’s authority, the changes to the scope of the project, as well as the impacts on the overall project budget warranted staff bringing this Amendment to the Board of Directors for consideration. Staff recommends the Board authorize the General Manager to execute Amendment No. 1 to Task Order No. 1 with Hazen and Sawyer in the amount of \$98,335 for the Enhanced Treatment and Site Upgrade Phase 1A Project.

**Background**

The Enhanced Treatment & Site Upgrade (ETSU) Program is the culmination of the District’s planning efforts and is based on the outcomes and findings of the Plant Solids System/ Capacity Assessment – Phases 1 and 2, Administration/Control/FMC Buildings Evaluation, the Effluent Management Study and the Secondary Treatment Process Improvements evaluation. The program includes projects recommended for implementation that will be phased to address both immediate drivers (poor sludge settleability, treatment capacity, effluent disposal and aging infrastructure), while preparing for future requirements such as nutrient regulations for discharge in the Bay that are currently being considered by the Regional Water Quality Control Board.

The Phase 1 and 2 projects included in this program were presented to the Board during the workshop held on May 8, 2019 and are summarized in the Final Report which was approved by the Board on August 26, 2019. A third phase of projects was briefly outlined that covered the timeframe from 2040 to 2058 and included potentially stricter nutrient limits in the more distant future. The projects identified in the ETSU Program to be implemented in the near-term (the next seven to ten years) are included in Phase I and are summarized in the table below.

Phase 1A	Aeration Basin Modifications	Retrofitting the existing Aeration Basins 1 through 7 with the flexibility to operate initially with an anaerobic selector during implementation phase of the ETSU Program and transitioning to a biological nutrient removal (BNR) process following completion.
Phase 1A	Campus Building (Admin, FMC, Ops)	Construction of a new combined Campus Building, including associated site and utility improvements and the demolition of existing buildings.

Phase 1B	Secondary Clarifiers	Construction of four new 155-foot diameter secondary clarifiers, mixed liquor control box, and centralized RAS pump station.
Phase 1B	Effluent Facilities	Construction of new chlorination/dechlorination contact basins and pump stations and relocation of existing effluent force main.
Phase 1C	Plant Equalization Storage	Retrofitting existing Secondary Clarifiers 1 through 4 to operate as a primary effluent/treated effluent equalization basin.

The full version of the ETSU Program report, including appendices, can be found at the following link: <https://unionsanitary.ca.gov/ETSU>.

ETSU Phase 1A Project

Staff developed a Phase 1A Project (Project) scope which includes the Aeration Basin Modifications project and the Campus Building project. These two projects are being designed together for the initial construction because they are the first two concurrent projects that must both be completed before the remainder of Phase 1 can be accomplished, specifically the new secondary clarifiers, which are necessary for nutrient reduction.

The major scope items for the Aeration Basin Modifications Project are as follows:

- Retrofit Aeration Basins 1 through 7 to initially operate with an anaerobic selector to improve settling and then transition to a Biological Nutrient Removal (BNR) process to remove nutrients at the conclusion of Phase 1B. This work includes but is not limited to the following:
  - Installation of baffling and mechanical mixing to create deoxygenation, anoxic and flexible aeration zones.
  - Addition of nitrified recycle pumps and dedicated RAS piping for each basin, repurposing of existing channels to facilitate step feed operation and surface wasting and modifications to existing aeration air distribution and diffuser piping systems.
- Replace Roof Deck for Aeration Basins 1 through 4. The existing precast prestressed concrete tee-section beams to be replaced with a new cover.
- Replace Aeration Blowers 7 through 10 and Channel Blowers 1 through 4 with new high-speed turbo blowers. This work includes the replacement/upsizing of existing 480V electrical gear and demolition of existing centrifugal blowers and 4160 kV switchgear.
- Replace Odor Scrubbers 2 through 5. This work includes the demolition of the existing odor scrubber facilities.
- Expand and/or retrofit existing electrical, mechanical, communication, and conveyance systems/equipment as required to accomplish the above scope of work.

Other than yard piping, the replacement of Aeration Blowers 7 through 10 and Channel Blowers 1 through 4, and the replacement of Odor Scrubbers 2 through 5, all Aeration Basin Modifications work is anticipated to be located within the existing aeration basin footprints.

The major scope items for the Campus Building project are as follows:

- Construct a new Campus Building that consolidates the District's existing Administration, Control/Lab and Fabrication, and Maintenance and Construction (FMC) buildings and is constructed in accordance with current seismic and safety regulations. This work includes all associated site, landscaping and utility improvements, and new parking areas and driveways.
- Potentially construct a new storm water retention pond and covered parking with solar panels in portions of the new parking lots to be constructed around the new Campus Building.
- Install electrical and communication/network improvements as required to accomplish the above scope of work.
- Demolish the existing Administration and Control/Lab Buildings.

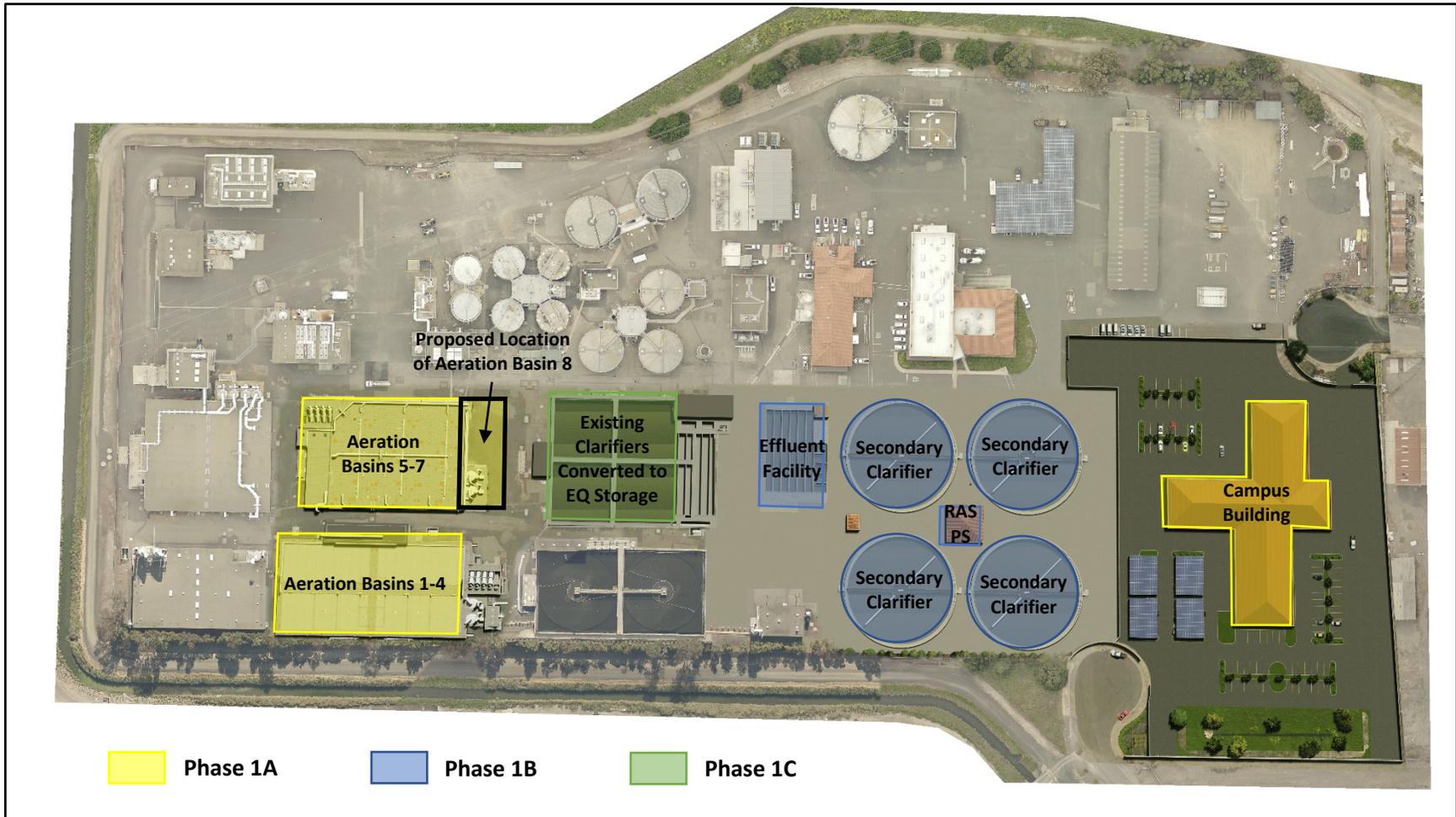
Other than the existing building demolition work and utility improvements, all Campus Building project work is anticipated to be located on or about the current approximately 4.5-acre vacant District owned land in the north-east corner of the Alvarado WWTP site.

The intent of the design phase of the Project is to fully develop a complete set of construction bidding documents for the Aeration Basin Modifications and Campus Building projects, while also developing a 30% design for the remainder of Phase 1 of the ETSU Program. The 30% design of the remaining Phase 1 projects is necessary to ensure the proposed pumping and piping between the proposed facilities will provide the appropriate hydraulic capacity and to verify the footprint and layout of each proposed structure.

PRE/RP/CB

Attachments: Figure 1 – Site Plan  
Amendment No. 1

Figure 1 – Phase 1 of the Enhanced Treatment & Site Upgrade Program



**ENHANCED TREATMENT & SITE UPGRADE – PHASE 1A PROJECT**

AMENDMENT NO. 1

TO

TASK ORDER NO. 1

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

HAZEN AND SAWYER

FOR

PROFESSIONAL SERVICES

Dated January 13, 2020

1. PURPOSE

The purpose of this Amendment No. 1 to Task Order No. 1 is to incorporate Aeration Basin No. 8 into the 30% design for the Enhanced Treatment & Site Upgrade (ETSU) Program – Phase 1A Project (Project).

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the ETSU Program Manager, Ric Pipkin.

3. SCOPE OF SERVICES

The Scope of Services for Task Order No. 1 are amended as follows:

**Task 9 30% Design Report**

9.5 Draft 30% Design Report

Engineer shall expand the Draft 30% Design Report described in Task 9.5 of Task Order No. 1 to include plans for an additional aeration basin (known as Aeration Basin No. 8) to be constructed to the immediate north of existing Aeration Basin No. 7 as part of the scope of the Project. The report shall continue to cover all projects from Phase 1 of the ETSU Program, which include: Aeration Basin Modifications including its expanded scope, Campus Building (Admin, FMC, Ops), Secondary Clarifiers, Effluent Facilities, and Plant Equalization Storage. At a minimum, the 30% design report shall include the following information in addition to what is already required in Task Order No. 1. In addition, Engineer shall provide any revisions necessary to incorporate Aeration Basin No. 8 into the plans already scheduled to be provided for the remainder of Phase 1 of the ETSU Program.

- a. New aeration basin structural floor and roof plans depicting foundation types, bottom and top slab thickness and wall thickness.
- b. New aeration basin mechanical floor and roof plans depicting general piping arrangement.
- c. New electrical single-line diagrams and piping and instrumentation diagrams (P&IDs).

9.7 Final 30% Design Report

Engineer shall incorporate Aeration Basin No. 8 into the Final 30% Design Report.

4. DELIVERABLES

The following deliverables from Task 9 of Task Order No. 1 shall be expanded to include the information required to include the construction of Aeration Basin No. 8.

**Task 9: 30% Design Report**

- Draft 30% Design Report (PDF) with additional documentation for Aeration Basin No. 8
- 30% Design Report Workshop agenda and minutes (PDF)
- Response to 30% Design Report comments (PDF)

- Final 30% Design Report (PDF, MS Word)
- Updated BioWin Modeling Files

The Engineer shall submit the final report and technical memoranda in both MS Word and PDF formats; presentations in both PowerPoint and PDF formats; drawings in the latest AutoCAD version; and other deliverables required for the project to the District electronically.

5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Articles 4 and 5 of the Professional Services Agreement. The Multiplier for Amendment No. 1 shall be 3.15, the profit shall be 10 percent, and the not-to-exceed amount shall be \$98,335. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit A.

The following table summarizes the previously-executed and proposed task orders and amendments under the Professional Services Agreement:

<b>Task Order / Amendment</b>	<b>Not to Exceed Amount</b>	<b>Board Authorization Required?</b>	<b>District Staff Approval</b>
Task Order No. 1 – Aeration Basin Sub-Project Design Services	\$6,752,860	Yes	Paul Eldredge
Task Order No. 2 – Campus Building Sub-Project Design Services	\$3,737,412	Yes	Paul Eldredge
Amendment No. 1 to Task Order No. 1 – Aeration Basin No. 8 (30% Design)	\$98,335	No	Paul Eldredge
<b>Total</b>	<b>\$10,588,607</b>		

6. TIME OF COMPLETION

All work defined in this Amendment shall be completed without altering the overall contract duration previously established in Task Order No. 1. The anticipated milestone dates are as follows:

<u>Milestone</u>	<u>Anticipated Date</u>
Draft 30% Design Report	August 20, 2020
30% Design Report Workshop	August 28, 2020
Final 30% Design Report	September 17, 2020

All other terms and conditions of the Professional Services Agreement and Task Order No. 1 remain unchanged.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to Task Order No. 1 as of July \_\_\_\_, 2020 and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

Union Sanitary District

Hazen and Sawyer

By: \_\_\_\_\_  
Paul R. Eldredge, P.E.  
General Manager/District Engineer

By: \_\_\_\_\_  
Marc Solomon, P.E.  
Vice President

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

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

By: \_\_\_\_\_  
Richard Peters, P.E.  
Secretary

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

## Exhibit A - Cost Breakdown

UNION SANITARY DISTRICT Enhanced Treatment & Site Upgrade - Phase 1A Project		Principal-in-Charge	Technical Advisor	QA/QC Lead	QA/QC Electrical	QA/QC Instrumentation	QA/QC Civil	QA/QC Mechanical	QA/QC Structural	QA/QC HVAC/Plumbing	Project Controls	30% Design and Aeration Basin Sub Project Manager	Project Engineer	Design Resources	Aeration System	Effluent Management	Process Mechanical	Electrical	Structural	Odor	Utilities	Staff Engineer	Associate	Principal Engineer	Admin	CADD/BIM	CADD/Graphics	H&S Labor Cost	Total Fee
		Paul Pitt	Ron Latimer	Ron Taylor	Shishir Doctor	Dan Edwards	Mike Santavasso	David Nailor	Amy Thurston	Richard Van Dyke	Chris Portner	Allan Briggs	Irene Chu	Paul Saurer	Joe Rohrbacher	Jared Hartwig	Mark Messere	David Atkinson	Amy Thurston	Dick Pope	Gregg Cummings					AI Goodwin			
Rate:		\$315	\$290	\$315	\$250	\$225	\$250	\$275	\$225	\$180	\$205	\$260	\$210	\$315	\$250	\$190	\$250	\$205	\$195	\$315	\$315	\$135	\$225	\$140	\$130	\$215	\$120		
<b>TASK ORDER 1</b>																													
9	30% Design Report	24	24	4	4	4	4	4	4	4	12	17	28	4	24	24	34	12	19	12	10	36	22	46	12	10	90	\$ 98,335	\$ 98,335
9.5	Draft 30% Design Report	16	16	2	2	2	2	2	2	2	8	12	20	2	16	16	26	8	14	8	6	30	16	40	8	6	67	\$ 68,650	
9.7	Final 30% Design Report	8	8	2	2	2	2	2	2	2	4	5	8	2	8	8	8	4	5	4	4	6	6	6	4	4	23	\$ 29,685	
<b>AMENDMENT NO. 1 TOTAL</b>		24	24	4	4	4	4	4	4	4	12	17	28	4	24	24	34	12	19	12	10	36	22	46	12	10	90	\$98,335	98,335



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

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

Karen W. Murphy  
*Attorney*

**JULY 13, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 9**

**TITLE:** Consider Two Resolutions to Accept Two Sanitary Sewer Easements for Tract 8239 – Montecito, Located at 37350 Sequoia Road, in the City of Fremont (*This is a Motion Item*)

**SUBMITTED:** Paul R. Eldredge, General Manager/District Engineer  
Sami E. Ghossain, Technical Services Work Group Manager  
Rollie Arbolante, Customer Service Team Coach  
Rod Schurman, Associate Engineer

**Recommendation**

Staff recommends the Board consider two resolutions to accept two sanitary sewer easements for Tract 8239 – Montecito, located at 37350 Sequoia Road, in the city of Fremont.

**Previous Board Action**

None.

**Background**

The developer, Pulte Home Company, LLC, is constructing a residential development consisting of 54 townhomes in eleven buildings for Tract 8239, located at the southeast corner of Sequoia Road and Paseo Padre Parkway, in the city of Fremont. A vicinity map is attached.

Sanitary sewer service to the residential development will be provided by new 8-inch mains in the development's roadways and in the adjacent parcels 2 and 3 of Parcel Map (PM) 10674 that discharge to an existing 8-inch sewer in Sequoia Road (Tract 8293 is in parcel 4 of PM 10674 and was sold by SCS Winchester Realty, LLC, to Pulte Home Company, LLC, prior to permit issuance).

The roadways of the development do not meet the City of Fremont's street dimensions and structure setback requirements for public streets and were, therefore, designated as private. Pulte Home Company, LLC, has constructed the new 8-inch sewer mains and has granted the District a sanitary sewer easement that provides for access and maintenance of the new sewer mains within Tract 8239. In addition, SCS Sequoia Winchester Realty, LLC, has granted the District a sanitary sewer easement that provides for access and maintenance of the new sewer mains in parcels 2 and 3 of PM 10674.

District staff has reviewed the legal descriptions and plat maps of the easements, as well as the two Grants of Easement, and recommends approval.

PRE/SEG/RA/RS:mb

Attachments: Vicinity Map

Resolution Accepting Grant of Easement on TR 8239

Recording Request with Certificate of Acceptance

Grant of Easement on TR 8239 with Exhibits A and B

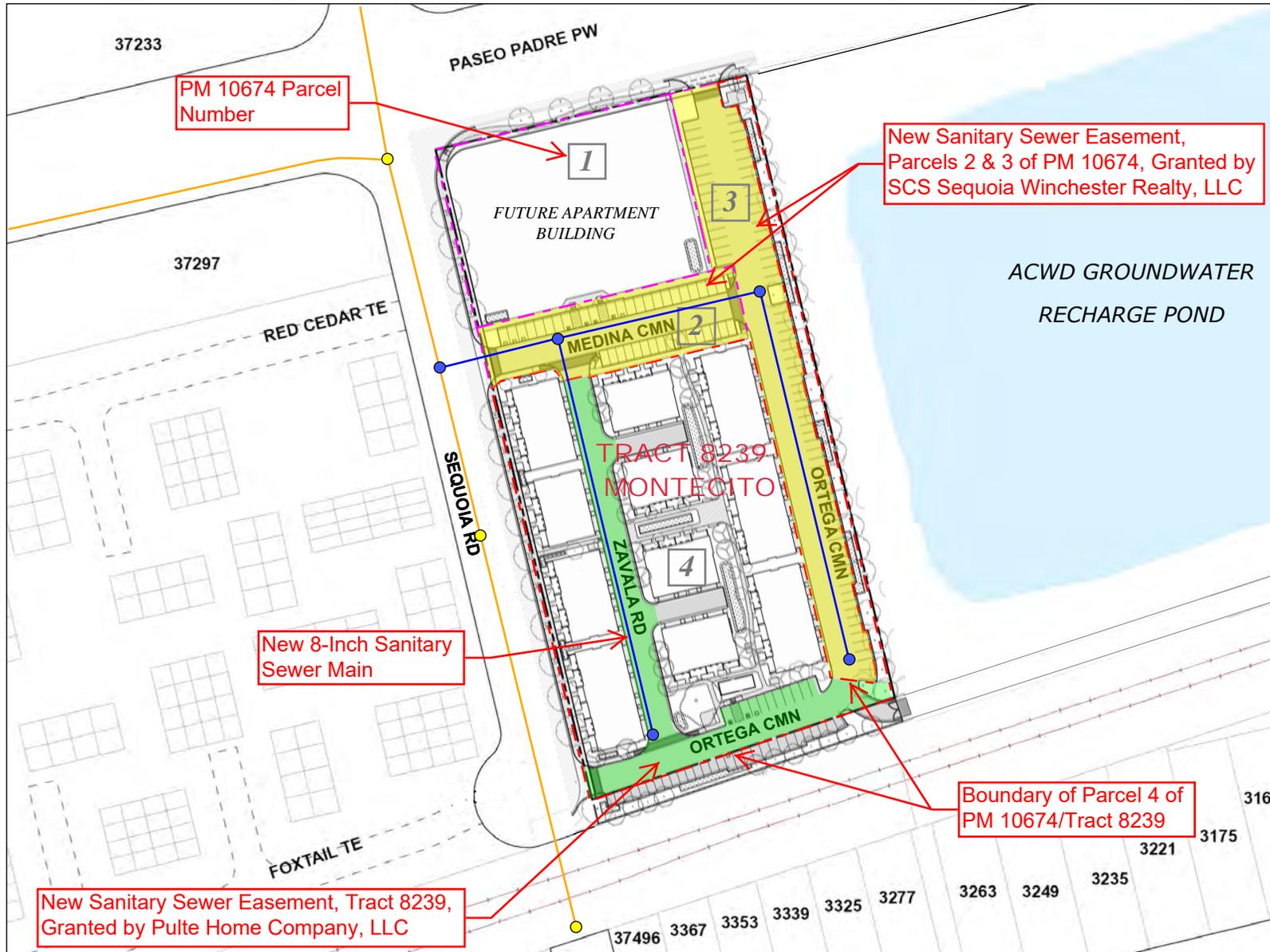
Resolution Accepting Grant of Easement on Parcels 2 & 3 of PM 10674

Recording Request with Certificate of Acceptance

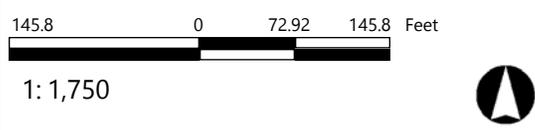
Grant of Easement on Parcels 2 & 3 of PM 10674 with Exhibits A and B



# Vicinity Map: Grant of SSE, TR 8239 - Montecito, Fremont



- ### Legend
- Sewer Manholes**
    - Drop manhole
    - End Cap
    - Junction structure
    - Lamphole
    - Lift station
    - Manhole
    - New Manhole
    - Riser
  - Sewer Mains**
    - New Gravity Main
    - EBDA outfall
    - Forcemain
    - Gravity main
    - Overflow main
    - Siphons
    - Trunk Main
  - Railroad / BART**
    - Railroad
    - BART
  - Public Right of Way**
    - Public Right of Way
    - Private Right of Way
  - New Sewer Easements**
    - New Sewer Easements
  - Parcels**
    - Parcel (typical)
    - ACFC&WCD



Printed: 6/24/2016 4:14 PM

### For USD use only

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.

Notes

**RESOLUTION NO. \_\_\_\_\_**

**ACCEPT A SANITARY SEWER EASEMENT FOR  
TRACT 8239 – MONTECITO, LOCATED AT 37350 SEQUOIA ROAD, IN THE  
CITY OF FREMONT, CALIFORNIA**

RESOLVED by the Board of Directors of UNION SANITARY DISTRICT, that it hereby accepts the Grant of Easement from PULTE HOME COMPANY, LLC, executed on August 23, 2017, as described in the Grant of Easement for Sanitary Sewer Purposes and by the legal description and plat map, attached as Exhibit A and Exhibit B, respectively.

FURTHER RESOLVED by the Board of Directors of UNION SANITARY DISTRICT that it hereby authorizes the General Manager/District Engineer, or his designee, to attend to the recordation thereof.

On motion duly made and seconded, this resolution was adopted by the following vote on July 13, 2020:

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  
Attn: Regina McEvoy  
5072 Benson Road  
Union City, CA 94587

Record Without Fee  
*Pursuant to Government Code  
Section 27383*

*Space Above Reserved for Recorder's Use Only*

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

## **GRANT OF EASEMENT**

**BY AND BETWEEN**

**PULTE HOME COMPANY, LLC**

**AND**

**UNION SANITARY DISTRICT**

**Effective Date: July 13, 2020**



**GRANT OF EASEMENT**

**FOR SANITARY SEWER PURPOSES**

THIS INDENTURE, made this 23<sup>rd</sup> day of August 2017, by and between Pulte Home Company, LLC, the Party/~~Parties~~ of the First Part, and Union Sanitary District, the Party of the Second Part,

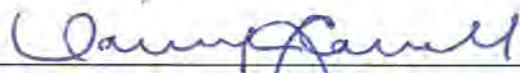
**WITNESSETH:**

That said Party/~~Parties~~ of the First Part does hereby grant to the Party of the Second Part and to its successors and assigns forever, for the use and purposes herein stated, the rights of way and easements hereinafter described, located in the city of Fremont, county of Alameda, state of California:

**See Exhibit "A" and Exhibit "B"**

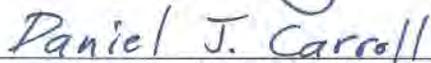
together with the right and privilege of constructing, reconstructing, cleaning, repairing and maintaining at any time, a sanitary sewer and appurtenances along, upon, over, in, through and across the above described property; together with free ingress and egress to and for the said Party of the Second Part, its successors and assigns, its agents and employees, workmen, contractors, equipment, vehicles and tools, along, upon, over, in, through and across said right of way; together with the right of access by its successors and assigns, its agents and employees, workmen, contractors, equipment, vehicles and tools to said right of way from the nearest public street, over and across the adjoining property, if such there be; otherwise by such route or routes across said adjoining property as shall occasion the least practicable damage and inconvenience to the Party/~~Parties~~ of the First Part, for constructing, cleaning, repairing and maintaining said sanitary sewer and appurtenances; together with free ingress and egress over the land immediately adjoining for maintenance, repair and replacement as well as the initial construction of said sewer.

IN WITNESS WHEREOF the said Party/~~Parties~~ of the First Part have executed this indenture the day and year first above written.



Signature

By:



(Daniel J. Carroll)

**Pulte Home Company, LLC**

(Notarize)

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 ALAMEDA

On August 23, 2017, before me, Jeanne Miller, Notary Public  
(here insert name and title of the officer)

Personally appeared Daniel J. Carroll,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

Jeanne Miller  
Signature



(Seal)

EXHIBIT A  
LEGAL DESCRIPTION  
SANITARY SEWER EASEMENT CONVEYED TO UNION SANITARY DISTRICT  
TRACT 8239  
FREMONT, CALIFORNIA

ALL THAT REAL PROPERTY SITUATED IN THE INCORPORATED TERRITORY OF THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCELS B, AND C, LABELED AS PUE - PUBLIC UTILITY EASEMENT, OF TRACT 8239 RECORDED APRIL 30, 2018 IN BOOK 353 OF MAPS, AT PAGES 50-58, ALAMEDA COUNTY RECORDS AND SHOWN ON EXHIBIT B - PLAT MAP OF SANITARY SEWER EASEMENT GRANTED TO UNION SANITARY DISTRICT.

CONTAINING 21,382 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



 8/17/17  
MARK H. WEHBER, P.L.S.  
L.S. NO. 7960

LINE TABLE		
NO	BEARING	LENGTH
L1	N75°49'15"E	3.00'
L2	N75°49'15"E	3.00'
L3	N75°58'15"E	13.44'
L4	N1917'48"W	15.79'
L5	N1917'48"W	4.50'
L6	N70°42'12"E	10.08'
L7	N70°42'12"E	66.34'
L8	N1917'48"W	8.05'

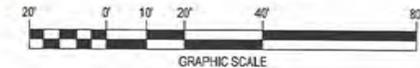
CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	63.50'	19°47'16"	21.93'
C2	19.50'	20°48'21"	7.08'
C3	19.50'	47°56'36"	16.32'
C4	19.50'	68°45'15"	23.40'
C5	1.50'	106°07'51"	2.78'



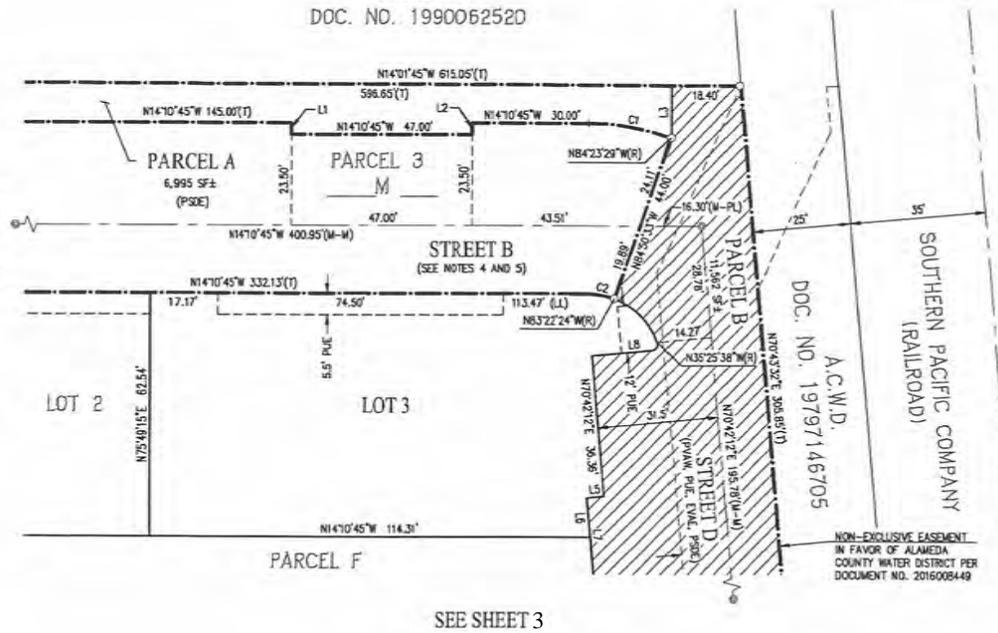
## TRACT 8239 MONTECITO

FOR CONDOMINIUM PURPOSES  
54 RESIDENTIAL UNITS  
CONSISTING OF 3 SHEETS  
BEING A SUBDIVISION OF PARCEL 4 OF PARCEL MAP 10674  
RECORDED IN BOOK 353 OF MAPS, AT PAGE 50  
OFFICIAL RECORDS OF ALAMEDA COUNTY  
CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA  
**Carlson, Barbee & Gibbon, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • WEST SACRAMENTO

SCALE 1" = 20' JULY 2017



A.C.W.D.  
DOC. NO. 1990062520



### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE OF SEQUOIA ROAD, BEING N14°10'45"W, PER TRACT 5238, AMENDED (167 M 22).

### LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
(LL)	LOT LINE
(T)	TOTAL
(R)	RADIAL
(M-W)	MONUMENT TO MONUMENT
(M-M <sub>c</sub> )	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
	FOUND STANDARD STREET MONUMENT
	FOUND MONUMENT, AS NOTED
	SET STANDARD STREET MONUMENT
	SET 5/8" REBAR AND CAP OR NAIL AND TAG, LS 7960 PER (1)
	SEARCHED NOT FOUND
A.C.W.D	ALAMEDA COUNTY WATER DISTRICT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PVAW	PRIVATE VEHICLE ACCESS EASEMENT
(#)	REFERENCE NUMBER
	SANITARY SEWER EASEMENT AREA

### NOTES:

- DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF, AND ARE GROUND DISTANCES.
- BOUNDARY TIES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.
- PROPERTY SUBJECT TO THE TERMS, PROVISIONS, AND EASEMENTS CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT EXCHANGE AGREEMENT", RECORDED JANUARY 13, 2016 AS INSTRUMENT NUMBER 2016008449 OF OFFICIAL RECORDS.
- A PUE AND EVAE TO BE DEDICATED TO THE CITY OF FREMONT OVER PARCEL 2 AND PARCEL 3 PER M BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP.
- A PSDE AND PVAW WILL BE DEDICATED TO THE HOME OWNERS ASSOCIATION SUBSEQUENT TO THE FILING OF THIS MAP.

### REFERENCES:

- PARCEL MAP 10674 (M)
- DOC. NO. 2014238949
- TRACT 5238, AMENDED (167 M 22)
- PARCEL MAP 4566 (155 PM 62)
- TRACT 5502 (160 M 58)
- TRACT 7076 (247 M 75)
- BOOK 2824 PG 295

## EXHIBIT B

PLAT MAP OF SANITARY SEWER EASEMENT CONVEYED TO  
UNION SANITARY DISTRICT  
CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

Original map may be found at USD, 5072 Benson Road, Union City, CA 94587

LINE TABLE		
NO	BEARING	LENGTH
L1	N14°10'45"W	2.00'
L2	N75°49'15"E	13.46'
L3	N75°49'15"E	9.29'
L4	N75°49'15"E	7.00'
L5	N14°10'45"W	10.50'
L6	N14°10'45"W	10.50'

LINE TABLE		
NO	BEARING	LENGTH
L7	N14°10'45"W	21.00'
L8	N14°10'45"W	21.00'
L9	N14°10'45"W	0.72'
L10	N14°10'45"W	0.72'

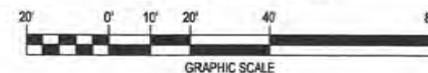
CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	14.00'	40°00'19"	9.78'
C2	19.50'	45°53'07"	15.62'
C3	10.00'	90°00'00"	15.71'
C4	10.00'	90°00'00"	15.71'

# TRACT 8239 MONTECITO

FOR CONDOMINIUM PURPOSES  
54 RESIDENTIAL UNITS  
CONSISTING OF 3 SHEETS  
BEING A SUBDIVISION OF PARCEL 4 OF PARCEL MAP 10674  
RECORDED IN BOOK 353 OF MAPS, AT PAGE 50  
OFFICIAL RECORDS OF ALAMEDA COUNTY  
CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 20' JULY 2017



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE OF SEQUOIA ROAD, BEING N14°10'45"W, PER TRACT 5238, AMENDED (167 M 22).

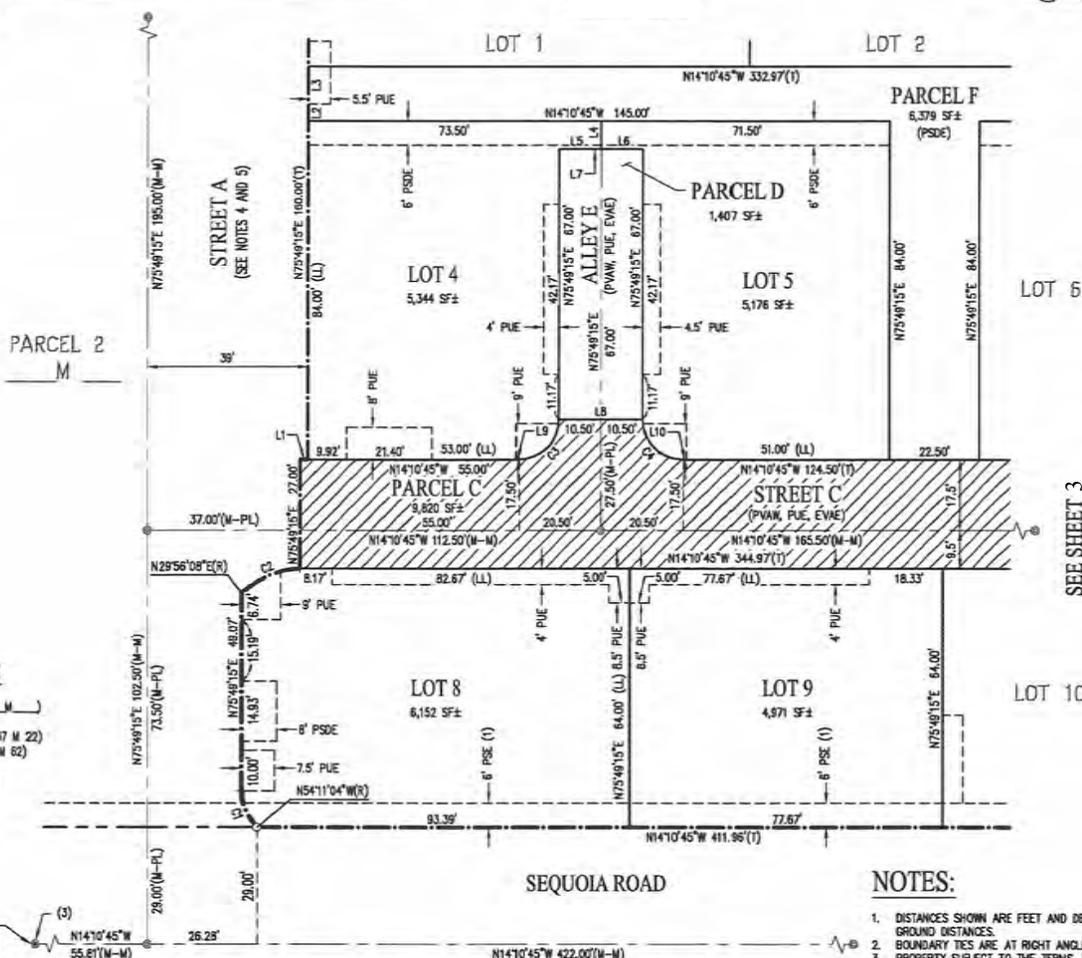
## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	LOT LINE
	TOTAL
	RADIAL
	MONUMENT TO MONUMENT
	MONUMENT TO MONUMENT LINE
	MONUMENT TO PROPERTY LINE
	FOUND STANDARD STREET MONUMENT
	FOUND MONUMENT, AS NOTED
	SET STANDARD STREET MONUMENT
	SET 5/8" REBAR AND CAP OR NAIL AND TAG, LS 7860 PER (1)
	SEARCHED NOT FOUND
	A.C.W.D
	ALAMEDA COUNTY WATER DISTRICT
	EMERGENCY VEHICLE ACCESS EASEMENT
	PSDE
	PRIVATE STORM DRAIN EASEMENT
	PSE
	PUBLIC SERVICE EASEMENT
	PUE
	PUBLIC UTILITY EASEMENT
	PVAW
	PRIVATE VEHICLE ACCESS EASEMENT
	REFERENCE NUMBER
	SANITARY SEWER EASEMENT AREA

## REFERENCES:

- (1) PARCEL MAP 10674 (M)
- (2) DOC. NO. 2014238949
- (3) TRACT 5238, AMENDED (167 M 22)
- (4) PARCEL MAP 4566 (155 PM 62)
- (5) TRACT 5502 (160 M 58)
- (6) TRACT 7976 (247 M 76)
- (7) BOOK 2824 PG 295

MONUMENT PROPOSED TO BE DESTROYED DURING CONSTRUCTION. TO BE SET WITH FILING OF THIS MAP IF NECESSARY.



## NOTES:

1. DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF, AND ARE GROUND DISTANCES.
2. BOUNDARY TIES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.
3. PROPERTY SUBJECT TO THE TERMS, PROVISIONS, AND EASEMENTS CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT EXCHANGE AGREEMENT", RECORDED JANUARY 13, 2015 AS INSTRUMENT NUMBER 2016008448 OF OFFICIAL RECORDS.
4. A PUE AND EVAE TO BE DEDICATED TO THE CITY OF FREMONT OVER PARCEL 2 AND PARCEL 3 PER M BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP.
5. A PSDE AND PVAW WILL BE DEDICATED TO THE HOME OWNERS ASSOCIATION SUBSEQUENT TO THE FILING OF THIS MAP.

## EXHIBIT B

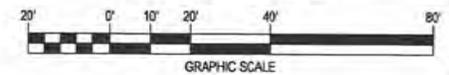
PLAT MAP OF SANITARY SEWER EASEMENT CONVEYED TO  
UNION SANITARY DISTRICT  
CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

# TRACT 8239 MONTECITO

FOR CONDOMINIUM PURPOSES  
54 RESIDENTIAL UNITS  
CONSISTING OF 3 SHEETS  
BEING A SUBDIVISION OF PARCEL 4 OF PARCEL MAP 10674  
RECORDED IN BOOK 353 OF MAPS, AT PAGE 50  
OFFICIAL RECORDS OF ALAMEDA COUNTY  
CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 20' JULY 2017



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE OF SEQUOIA ROAD, BEING N14°10'45"W, PER TRACT 5238, AMENDED (167 M 22).

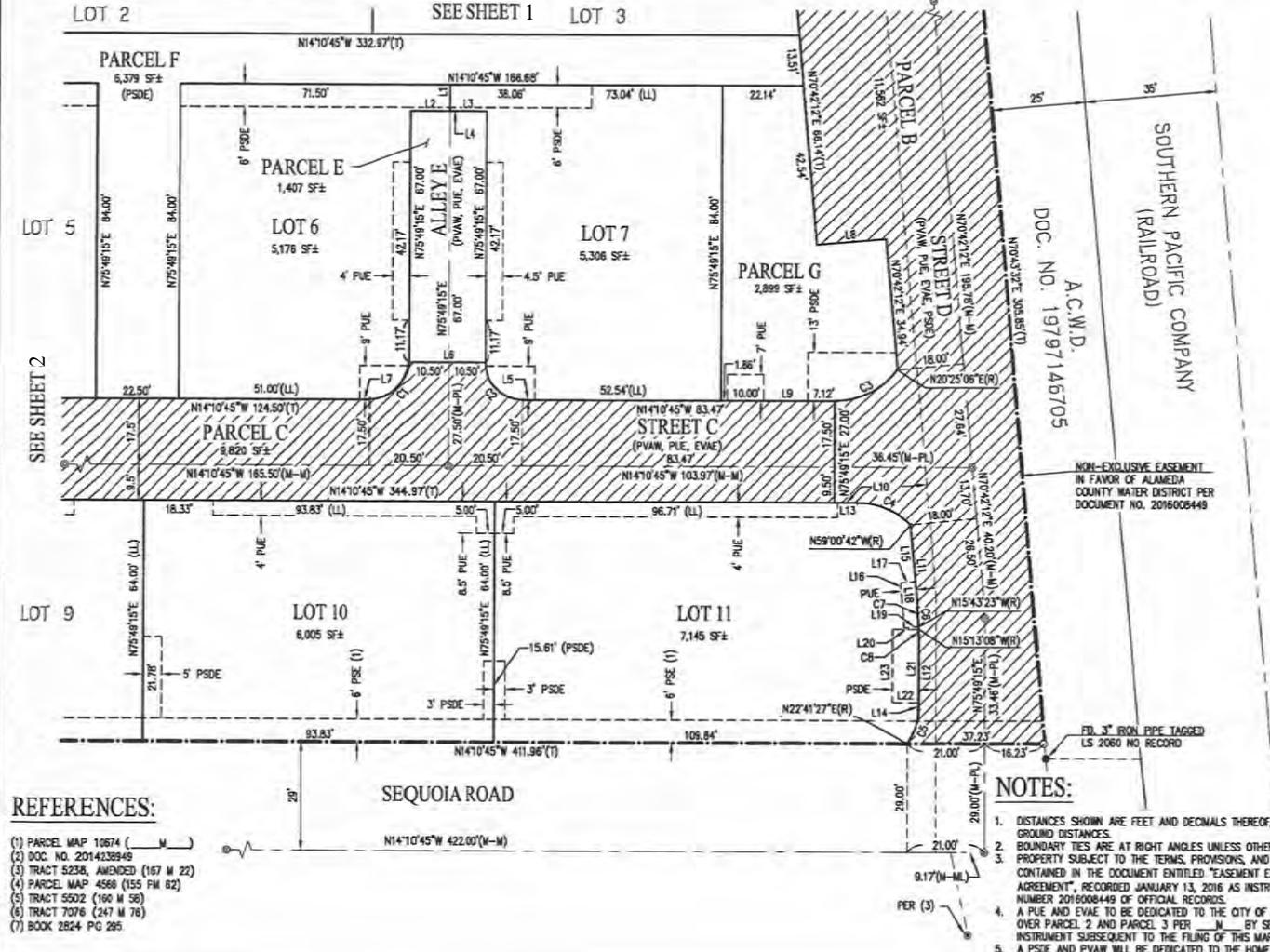
## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	LOT LINE
(LL)	TOTAL
(T)	RADIAL
(R)	MONUMENT TO MONUMENT
(M-M)	MONUMENT TO MONUMENT LINE
(M-ML)	MONUMENT TO PROPERTY LINE
(M-PL)	FOUND STANDARD STREET MONUMENT
⊙	FOUND MONUMENT, AS NOTED
⊙	SET STANDARD STREET MONUMENT
⊙	SET 5/8" REBAR AND CAP OR NAIL AND TAG, LS 7860 PER (1)
⊙	SEARCHED NOT FOUND
A.C.W.D.	ALAMEDA COUNTY WATER DISTRICT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PVAW	PRIVATE VEHICLE ACCESS EASEMENT
(#)	REFERENCE NUMBER
	SANITARY SEWER EASEMENT AREA

## NOTES:

- DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF, AND ARE GROUND DISTANCES.
- BOUNDARY TIES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED. PROPERTY SUBJECT TO THE TERMS, PROMSIONS, AND EASEMENTS CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT EXCHANGE AGREEMENT", RECORDED JANUARY 13, 2016 AS INSTRUMENT NUMBER 2016008448 OF OFFICIAL RECORDS.
- A PUE AND EVAE TO BE DEDICATED TO THE CITY OF FREMONT OVER PARCEL 2 AND PARCEL 3 PER      BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP.
- A PSDE AND PVAW WILL BE DEDICATED TO THE HOME OWNERS ASSOCIATION SUBSEQUENT TO THE FILING OF THIS MAP.

LINE TABLE			CURVE TABLE			CURVE TABLE													
NO	BEARING	LENGTH	NO	RADIUS	DELTA	LENGTH	NO	RADIUS	DELTA	LENGTH									
L1	N75°49'15"E	7.00'	L7	N14°10'45"W	2.67'	L13	N14°10'45"W	5.05'	L19	N19°17'46"W	3.84'	C1	10.00'	90°00'00"	15.71'	C7	82.00'	3°34'25"	5.11'
L2	N14°10'45"W	10.50'	L8	N19°17'48"W	18.00'	L14	N75°49'15"E	1.94'	L20	N14°10'45"W	6.99'	C2	10.00'	90°00'00"	15.71'	C8	82.00'	1°02'23"	1.49'
L3	N14°10'45"W	10.50'	L9	N14°10'45"W	30.93'	L15	N70°42'12"E	15.15'	L21	N75°49'15"E	18.05'	C3	19.50'	55°24'09"	18.86'				
L4	N14°10'45"W	21.00'	L10	N14°10'45"W	5.91'	L16	N70°42'12"E	12.00'	L22	N14°10'45"W	7.00'	C4	19.50'	45°10'03"	15.37'				
L5	N14°10'45"W	3.17'	L11	N70°42'12"E	22.03'	L17	N19°17'48"W	4.00'				C5	15.00'	36°52'12"	9.65'				
L6	N14°10'45"W	21.00'	L12	N75°49'15"E	19.99'	L18	N70°42'12"E	6.89'				C6	82.00'	S07°03"	7.32'				



## REFERENCES:

- PARCEL MAP 10674
- DOC. NO. 2014228949
- TRACT 5238, AMENDED (167 M 22)
- PARCEL MAP 4568 (155 FM 82)
- TRACT 5502 (166 M 58)
- TRACT 7076 (247 M 78)
- BOOK 2824 PG 285

# EXHIBIT B

PLAT MAP OF SANITARY SEWER EASEMENT CONVEYED TO  
UNION SANITARY DISTRICT  
CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

Original map may be found at USD, 5072 Benson Road, Union City, CA 94587

**RESOLUTION NO. \_\_\_\_\_**

**ACCEPT A SANITARY SEWER EASEMENT FOR  
TRACT 8239 – MONTECITO, LOCATED AT 37350 SEQUOIA ROAD, IN THE  
CITY OF FREMONT, CALIFORNIA**

RESOLVED by the Board of Directors of UNION SANITARY DISTRICT, that it hereby accepts the Grant of Easement from SCS SEQUOIA WINCHESTER REALTY, LLC, executed on August 21, 2017, as described in the Grant of Easement for Sanitary Sewer Purposes and by the legal description and plat map, attached as Exhibit A and Exhibit B, respectively.

FURTHER RESOLVED by the Board of Directors of UNION SANITARY DISTRICT that it hereby authorizes the General Manager/District Engineer, or his designee, to attend to the recordation thereof.

On motion duly made and seconded, this resolution was adopted by the following vote on July 13, 2020:

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  
Attn: Regina McEvoy  
5072 Benson Road  
Union City, CA 94587

Record Without Fee  
*Pursuant to Government Code  
Section 27383*

*Space Above Reserved for Recorder's Use Only*

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

## **GRANT OF EASEMENT**

**BY AND BETWEEN**

**SCS SEQUOIA WINCHESTER, LLC**

**AND**

**UNION SANITARY DISTRICT**

**Effective Date: July 13, 2020**



**GRANT OF EASEMENT**

**FOR SANITARY SEWER PURPOSES**

THIS INDENTURE, made this 21<sup>st</sup> day of August 2017, by and between SCS Winchester Realty LLC, the Party/~~Parties~~ of the First Part, and Union Sanitary District, the Party of the Second Part,

**WITNESSETH:**

That said Party/~~Parties~~ of the First Part does hereby grant to the Party of the Second Part and to its successors and assigns forever, for the use and purposes herein stated, the rights of way and easements hereinafter described, located in the city of Fremont, county of Alameda, state of California:

**See Exhibit "A" and Exhibit "B"**

together with the right and privilege of constructing, reconstructing, cleaning, repairing and maintaining at any time, a sanitary sewer and appurtenances along, upon, over, in, through and across the above described property; together with free ingress and egress to and for the said Party of the Second Part, its successors and assigns, its agents and employees, workmen, contractors, equipment, vehicles and tools, along, upon, over, in, through and across said right of way; together with the right of access by its successors and assigns, its agents and employees, workmen, contractors, equipment, vehicles and tools to said right of way from the nearest public street, over and across the adjoining property, if such there be; otherwise by such route or routes across said adjoining property as shall occasion the least practicable damage and inconvenience to the Party/~~Parties~~ of the First Part, for constructing, cleaning, repairing and maintaining said sanitary sewer and appurtenances; together with free ingress and egress over the land immediately adjoining for maintenance, repair and replacement as well as the initial construction of said sewer.

IN WITNESS WHEREOF the said Party/~~Parties~~ of the First Part have executed this indenture the day and year first above written.

Stephen E. Schott

Signature

By:

SES Schott

(Stephen E. Schott)

**SCS Sequoia Winchester Realty LLC**

(Notarize)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Santa Clara )

On August 22, 2017 before me, Jia Hui Wang, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Stephen E. Schott  
Name(s) of Signer(s)

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 Jia Hui Wang  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION  
SANITARY SEWER EASEMENT CONVEYED TO UNION SANITARY DISTRICT  
PARCEL MAP 10674  
FREMONT, CALIFORNIA

ALL THAT REAL PROPERTY SITUATED IN THE INCORPORATED TERRITORY OF THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCELS 2 AND 3, OF PARCEL MAP 10674 RECORDED JULY 28, 2017 IN BOOK 336 OF MAPS, AT PAGES 53-54, ALAMEDA COUNTY RECORDS AND SHOWN ON EXHIBIT B - PLAT MAP OF SANITARY SEWER EASEMENT GRANTED TO UNION SANITARY DISTRICT.

CONTAINING 46,699 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

 8/17/17

MARK H. WEHBER, P.L.S.  
L.S. NO. 7960



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	25.00'	90°00'56"	39.28'
C2	19.50'	45°33'07"	15.62'
C3	14.00'	40°00'19"	9.78'
C4	19.50'	5°33'38"	1.89'
C5	1.50'	90°00'00"	2.36'
C6	63.50'	19°47'16"	21.93'
C7	19.50'	20°48'21"	7.08'
C8	50.00'	90°00'00"	78.54'

LINE TABLE		
NO	BEARING	LENGTH
L1	N14°10'45"W	2.00'
L2	N75°49'15"E	27.00'
L3	N75°49'15"E	49.07'
L4	N75°50'11"E	53.09'
L5	N75°50'11"E	28.16'
L6	N14°10'45"W	16.73'
L7	N75°49'15"E	12.50'
L8	N14°10'45"W	16.00'
L9	N75°49'15"E	3.00'
L10	N75°49'15"E	3.00'

LINE TABLE		
NO	BEARING	LENGTH
L11	N75°49'15"E	3.00'
L12	N75°49'15"E	3.00'
L13	N14°10'45"W	47.00'
L14	N75°49'15"E	3.00'
L15	N14°10'45"W	30.00'
L16	N84°50'33"W	44.00'
L17	N63°49'09"E	22.49'
L18	N79°41'04"W	52.88'
L19	N75°49'15"E	42.97'
L20	N14°10'45"W	29.96'
L21	N67°15'41"E	9.98'
L22	N24°35'22"W	26.21'

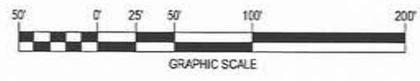


# PARCEL MAP 10674 SEQUOIA ROAD

CONSISTING OF 1 SHEET  
BEING A SUBDIVISION OF THAT PARCEL OF LAND AS DESCRIBED IN THAT  
CERTAIN GRANT DEED RECORDED SEPTEMBER 30, 2014, AS DOCUMENT  
NUMBER 2014238949, ALAMEDA COUNTY RECORDS  
CITY OF FREMONT, COUNTY OF ALAMEDA, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • WEST SACRAMENTO

SCALE 1" = 50' JUNE 2017



### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE OF SEQUOIA ROAD, BEING N14°10'45"W, PER TRACT 5238, AMENDED (167 M 22).

### LEGEND

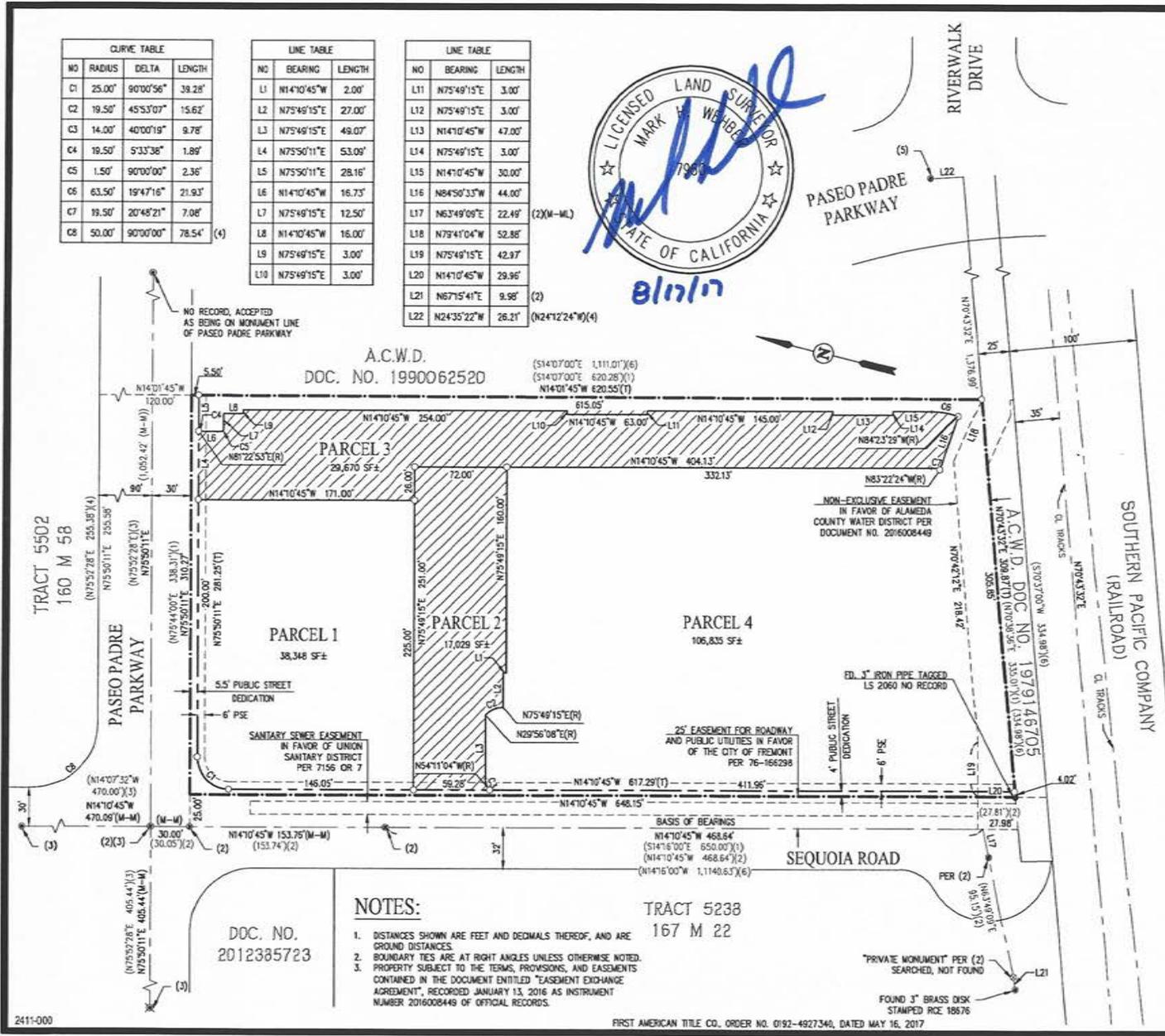
- SUBDIVISION BOUNDARY LINE
- - - RIGHT OF WAY LINE
- - - PARCEL LINE
- - - EASEMENT LINE
- - - MONUMENT LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-ML) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- CL CENTERLINE
- FOUND STANDARD STREET MONUMENT
- FOUND MONUMENT, AS NOTED
- SET 3/8" REBAR AND CAP OR NAIL AND TAG, LS 7960
- ⊙ SEARCHED NOT FOUND
- A.C.W.D. ALAMEDA COUNTY WATER DISTRICT
- PSE PUBLIC SERVICE EASEMENT
- (#) REFERENCE NUMBER
- ▨ SANITARY SEWER EASEMENT AREA

### REFERENCES:

- (1) DOC. NO. 2014238949
- (2) TRACT 5238, AMENDED (167 M 22)
- (3) PARCEL MAP 4566 (155 PM 62)
- (4) TRACT 5502 (160 M 58)
- (5) TRACT 7076 (247 M 76)
- (6) BOOK 2824 PG 295

## EXHIBIT B

PLAT MAP OF SANITARY SEWER EASEMENT CONVEYED TO  
UNION SANITARY DISTRICT  
CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA



### NOTES:

1. DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF, AND ARE GROUND DISTANCES.
2. BOUNDARY TIES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.
3. PROPERTY SUBJECT TO THE TERMS, PROVISIONS, AND EASEMENTS CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT EXCHANGE AGREEMENT", RECORDED JANUARY 13, 2016 AS INSTRUMENT NUMBER 2016008449 OF OFFICIAL RECORDS.

DOC. NO.  
2012385723

TRACT 5238  
167 M 22

Original map may be found at USD, 5072 Benson Road, Union City, CA 94587



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

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

Karen W. Murphy  
*Attorney*

**JUNE 22, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 10**

**TITLE:** **Authorize the General Manager to Execute a Capacity Charge Payment Agreement for 3909 Thornton Avenue in the city of Fremont (*This is a Motion Item*)**

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

**Recommendation**

Consider approval and authorize the General Manager to execute a Capacity Fee Agreement between the District and Lagorio Ranch, Inc. and Lynn Sanchez, Trustee of the Frank A. Sanchez and Lynn M. Sanchez 2009 Revocable Trust for 3909 Thornton Avenue in the city of Fremont.

**Previous Board Action**

No previous action.

**Background**

Mr. Bill Sinodino is the part-owner of Dino's Family Restaurant, located at 36930 Fremont Blvd. in the city of Fremont. See attached location map. Mr. Sinodino has submitted plans to USD for establishing a similar type restaurant located around the corner at 3909 Thornton Ave, whose parcel is owned by the Lagorio Ranch, Inc. and the Frank A. Sanchez and Lynn M. Sanchez 2009 Revocable Trust. The new restaurant is being proposed to occupy an existing building that was previously a used automobile dealership. The conversion to a restaurant is considered a change in use under the District's Capacity Fee Ordinance No. 35.22 resulting in an additional capacity charge of \$147,788.82.

Due to the amount of the capacity charge, Mr. Sinodino has requested paying the capacity charge in smaller installments through a payment plan. Staff has considered the request and determined, that in light of the current COVID-19 pandemic and its impact on our local economy, this may be a reasonable request. To help Mr. Sinodino during this unprecedented time, staff has worked with legal counsel on a capacity charge payment agreement that would allow the additional capacity charge to be paid over a period of two years via eight (8) quarterly payments totaling \$147,782.82. The capacity fee agreement stipulates that failure to pay under the contract will allow the District to place the remaining balance due on the next property tax rolls. Also, the agreement will be recorded on the property so as to act as a lien if unpaid.

Staff is recommending that the Board authorize the General Manager to execute the capacity charge payment agreement.

PRE/SEG/RA/RS:mb

Attachments: Location Map  
Capacity Fee Agreement



# 3909 Thornton Ave Location Map



## Legend

- Sewer Sheet Pile History
- Sewer Manholes**
  - Drop manhole
  - End Cap
  - Forcemain access
  - Forcemain air release
  - Forcemain blow off
  - Junction structure
  - Lamphole
  - Lift station
  - Manhole
  - Pump Station
  - Riser
- Sewer Mains**
  - <all other values>
  - EBDA outfall
  - Forcemain
  - Gravity main
  - Overflow main
  - Siphons
  - Trunk Main
- Public Right of Way
- Private Right of Way
- Usage Area
- Sewer Easements
- Parcels

239.6 0 119.79 239.6 Feet



1: 2,875



Printed: 6/12/2023 4:14 PM

## For USD use only

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.

## Notes

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Union Sanitary District  
5072 Benson Road  
Union City, CA 94587  
Attn: General Manager/District Engineer

*Space above this line for recorder's use only. Exempt  
from recording fees per Gov. Code Section 27383.*

## CAPACITY CHARGE PAYMENT AGREEMENT

This CAPACITY CHARGE PAYMENT AGREEMENT (“**Agreement**”) is entered into as of June \_\_\_\_\_, 2020, by and between UNION SANITARY DISTRICT, a sanitary district of the State of California (“**District**”) and LAGORIO RANCH, INC., as to an undivided fifty percent (50%) interest, and LYNN SANCHEZ, TRUSTEE OF THE FRANK A. SANCHEZ AND LYNN M. SANCHEZ 2009 REVOCABLE TRUST DATED JULY 23, 2009, as to an undivided fifty percent (50%) interest (collectively, the “**Owner**”).

### RECITALS

- A. Owner is developing certain real property located at 3909 Thornton Avenue in the City of Fremont (“**Property**”), as more particularly described on Exhibit A, attached and incorporated by reference into this Agreement, as a restaurant.
- B. In connection with development of the Property, Owner is required to pay District a capacity charge in the amount of \$147,788.82 (“**Capacity Charge**”). Owner has requested reconsideration of this Capacity Charge payment in light of the ongoing COVID-19 health emergency and State and County shelter-in-place orders pursuant to Article VI, Section 1 of District’s Ordinance No. 35.22.
- C. District has agreed to a payment plan of two years for Owner to pay the full Capacity Charge, subject to execution of this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as set forth below. The foregoing recitals are incorporated by reference into this Agreement, as though fully restated herein.

1. Payment of Capacity Charges. Owner, on behalf of itself, and its successors and assigns, hereby unconditionally promises and agrees to pay when due as provided herein the Capacity Charge. Owner shall pay the Capacity Charge in quarterly payments in the amount of \$18,473.50 the first seven quarters and the amount of \$18,474.32 the last quarter (each, a “**Capacity Charge Payment**”). The first payment shall be due on August 1, 2020, with payments due thereafter, on October 1, January 1,

April 1, and July 1 of each year, with the last payment due on April 1, 2022. A table indicating the due dates and Capacity Charge Payments is attached hereto for reference as Exhibit B. Payments shall be made in immediately available funds to: Accounts Payable, Union Sanitary District, 5072 Benson Road, Union City, CA 94587.

2. Lien: Collection with Property Taxes. In event of Owner's failure to pay any Capacity Charge Payment, the District shall have a lien on the Property for the amount of such charges or costs, provided Owner fails to reimburse the District within 30 days of a notice identifying all charges and costs owed. This lien shall affect all parcels jointly. Further, the District may collect all delinquent Capacity Charge Payments on the property tax roll as provided in Article V, Section 2 of Ordinance 35.22.

3. Owner Responsibility for Other Fees and Charges. Owner agrees and acknowledges that this Agreement is limited to Owner's payment of the Capacity Charge and that Owner remains liable for payment of all other District fees and charges, including annual sewer service charges and any fees incurred for violation of District ordinances.

4. No Joint Venture Relationship. The relationship between District and Owner is not that of a joint venture. Owner is not the agent of the District for any purposes in connection with this Agreement.

5. Entire Agreement. This Agreement constitutes the entire Agreement between the parties.

6. Notices. Any notices and payments called for by this Agreement shall be personally served or served by first-class mail on the parties at the following addresses:

To District: Union Sanitary District  
5072 Benson Road  
Union City, CA 94587  
Attn: General Manager/District Engineer

To Owner: Lagorio Ranch, Inc.  
15866 28 Mile Road  
Oakdale, CA 94361  
Attn: Roy Lagorio

7. Remedies. Owner agrees that if the District brings legal action to enforce its rights under this Agreement, Owner shall pay the District all costs incurred by it, including reasonable attorneys' fees and court costs. Owner acknowledges and agrees that the District may also pursue any and all other remedies set forth herein or available in law or equity in the event of a breach of the Owner's obligations and agreements.

8. Headings Not Part of Agreement: Interpretation. The headings used in this Agreement are not part of the Agreement and will not be considered in this interpretation. The words "include" and "including" shall in all instances be interpreted as though followed by the words "without limitation." This agreement shall be construed

and enforced in accordance with the laws of the State of California without reference to its choice of laws principles.

9. Modifications to Agreement. This Agreement may be modified or amended only by subsequent written agreement signed by each of the parties to this Agreement.

10. No Waiver. Failure by District to insist upon the strict performance of any of the provisions of this Agreement by Owner, or the failure by District to exercise its rights upon the default of Owner, shall not constitute a waiver of District's right to insist upon and demand strict compliance by Owner with the terms of this Agreement thereafter.

11. Authority. Owner and each person executing this Agreement on behalf of Owner does hereby covenant and warrant that (a) Owner has full power and authority to enter into this Agreement and to perform all of its obligations hereunder; and (b) each person (and all of the persons if more than one signs) signing this Agreement on behalf of Owner is duly and validly authorized to do so.

12. Joint and Several Liability. Each of the Owner parties shall be jointly and severally liable for all obligations under this Agreement.

13. Runs with the Land. This Agreement is binding on the successors and assigns of the parties and constitutes a covenant which runs with the Property.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**DISTRICT:**  
**UNION SANITARY DISTRICT**

By: \_\_\_\_\_  
Paul R. Eldredge  
General Manager

APPROVED AS TO FORM:  
BURKE, WILLIAMS & SORENSEN, LLP

By: \_\_\_\_\_  
Karen W. Murphy  
General Counsel

**OWNER:**  
**LAGORIO RANCH, INC.**

By: \_\_\_\_\_  
Name: Roy Lagorio  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: Amanda Lagorio  
Title: \_\_\_\_\_

**LYNN SANCHEZ, TRUSTEE OF THE  
FRANK A. SANCHEZ AND LYNN M.  
SANCHEZ 2009 REVOCABLE TRUST  
DATED JULY 23, 2009**

By: \_\_\_\_\_  
Lynn Sanchez, Trustee

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.

**ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA**

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus )

On 06/11/2020, before me, Betsy D Mamone, Notary Public  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Roy Lagorio  
Name of Signer(s)

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.



Betsy D Mamone  
Signature of Notary Public  
Capacity Charge Payment Agreement

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.

**ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA**

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus )

On 06/11/2020, before me, Betsy D. Mamone, Notary Public  
"Jane Doe, Notary Public" Date Name And Title Of Officer (e.g.

personally appeared Jason Laprio  
Name of Signer(s)



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.

Betsy D. Mamone  
Signature of Notary Public

Capacity Charge Payment Agreement

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.

**ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA**

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus )

Ellanore L. Largent  
Notary Public

On 06/11/2020, before me, \_\_\_\_\_  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Amanda Lagorio  
Name of Signer(s)

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 of Notary Public



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**DISTRICT:**  
**UNION SANITARY DISTRICT**

By: \_\_\_\_\_  
Paul R. Eldredge  
General Manager

APPROVED AS TO FORM:  
BURKE, WILLIAMS & SORENSEN, LLP

By: \_\_\_\_\_  
Karen W. Murphy  
General Counsel

**OWNER:**  
**LAGORIO RANCH, INC.**

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

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

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

**LYNN SANCHEZ, TRUSTEE OF THE  
FRANK A. SANCHEZ AND LYNN M.  
SANCHEZ 2009 REVOCABLE TRUST  
DATED JULY 23, 2009**

By: *Lynn Sanchez trustee*  
Lynn Sanchez, Trustee

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.

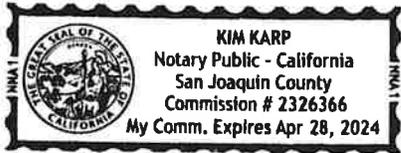
**ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA**

STATE OF CALIFORNIA )  
COUNTY OF San Joaquin )

On June 11, 2020, before me, Kim Karp, Notary Public  
Date Name And Title Of Officer (e.g.

"Jane Doe, Notary Public")  
personally appeared Lynn Sanchez  
Name of Signer(s)

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.

Kim Karp  
Signature of Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

Beginning at a point on the northwestern line of Thornton Avenue, formerly County Road No. 8053, distant thereon north 37° 19' 10" east, 200.00 feet from the intersection thereof with the northeastern line of Fremont Boulevard, formerly County Road No. 397; thence along the said northwestern line of Thornton Avenue the two following courses and distances: north 37° 19' 10" east 165.17 feet, and thence northeasterly along the arc of a curve to the right with a radius of 220.00 feet, tangent to the said last mentioned course, 32.97 feet; thence north 58° 04' 45" west 477.05 feet to a point on the southeastern boundary line of that certain 57.0525 acre parcel of land described in Deed from Mary Ella Mickle, et al., to John Charles F. Lowrie, dated March 29, 1897, recorded in Book 657 of Deeds, page 180, Alameda County Records; thence south 42° 00' west along the last mentioned line 202.23 feet to a point distant thereon north 42° 00' east 200.00 feet from the said northeastern line of Fremont Boulevard, said last mentioned point being the most western corner of that certain parcel of land described in Deed from Mary M. McMillan and husband, to Louis John Lagorio, a married man, dated October 15, 1948, recorded December 28, 1948, under Recorder's Series No. AC/94444, in Book 5689 of Official Records of Alameda County, page 600; thence parallel with the said northeastern line of Fremont Boulevard and along the southwestern boundary line of the said Lagorio parcel of land south 58° 04' 45" east 150.00 feet to the most southern corner thereof; thence along the southeastern boundary line of the said Lagorio parcel of land north 42° 00' east 2.23 feet until intersected by a line drawn north 58° 04' 45" west from the point, of beginning; thence along the line so drawn south 58° 04' 45" east 340.97 feet to the point of beginning.

#### PARCEL 2:

Portion of the 114.105 acre tract of land conveyed by George Patterson Lowrie, et al., to Mary Ellis Mickle, et al., by deed dated April 24, 1894, recorded April 25, 1894, in Book 529 of Deeds, at page 452, in the office of the County Recorder of Alameda County, described as follows:

Commencing at a point on the northeastern line of the State Highway formerly County Road No. 397, distant thereon north 58° 04' 45" west 257.00 feet from the intersection thereof with the northwestern line of Thornton Avenue or County Road No. 8053; thence north 37° 19' 10" east 200.00 feet to the actual point of beginning of this description; thence south 37° 19' 10" west 186.59 feet to a line drawn parallel to and distant at right angles 52 feet northeasterly from the center line of said County Road No. 397; thence along said parallel line north 57° 17' 25" west 99.21 feet to the southeastern line of the parcel of land described in the deed from Mary Ella Mickle to Mary Inez Mickle, dated May 21, 1930, recorded June 13, 1930 in Book 2378 of Official Records of Alameda County, page 328 (AA/37348); thence along the last named line north 42° 00' east 187.28 feet to a line drawn north 58° 04' 45" west from the actual point of beginning; and thence south 58° 04' 45" east 83.98 feet to the actual point of beginning.

#### PARCEL 3:

Parcel Map 1162, filed May 21, 1973, Parcel Map book 79, page 57, Alameda County Records.

Also described as:

#### PARCEL 1:

Beginning at a point on the northwestern line of Thornton Avenue, formerly County Road No. 8053, distant thereon north 37° 19' 10" east, 200.00 feet from the intersection thereof with the northeastern line of Fremont Boulevard, formerly County Road No. 397; running thence along the said northwestern line of Thornton Avenue the two following courses and distances: north 37° 19' 22.00 feet tangent to the said last mentioned course, 32.97 feet; thence north 58° 04' 45" west 477.05 feet to a point on the southeastern

boundary line of that certain 57.0525 acre parcel of land described in Deed from Mary Ella Mickle, et al., to John Charles F. Lowrie, dated March 29, 1897, recorded in Book 657 of Deeds, page 180, Alameda County Records; thence south 42° 00' west along the last mentioned line 202.23 feet to a point distant thereon north 42° 00' east 200.00 feet from the said northeastern line of Fremont Boulevard, said last mentioned point being the most western corner of that certain parcel of the land described in Deed from Mary H. McMillan and husband, to Louis John Lagorio, a married man, dated October 15, 1948, recorded December 28, 1948, under Recorder's Series No. AC/974444, in Book 5689 of Official Records of Alameda County, page 600; thence parallel with the said northeastern line of Fremont Boulevard and along the southwestern boundary line of the said Lagorio parcel of land south 58° 04' 45" east 150.00 feet to the most southern corner thereof; thence along the southeastern boundary line of the said Lagorio parcel of land 42° 00' east 2.23 feet until intersected by a line drawn north 58° 04' 45" west from the point of beginning; thence along the line so drawn south 58° 04' 45" east 340.97 feet to the point of beginning.

PARCEL 2:

All that parcel of land identified and delineated as Parcel 1 on that certain Map filed on February 20, 1973, Book 79 of Maps, page 4, under Series Number 73-21252, Alameda County, California, Records.

PARCEL 3:

PORTION of the 114.105 acre tract of land conveyed by George Patterson Lowrie, et al., to Mary Ellis Mickle, et al., by deed dated April 24, 1894, recorded April 25, 1894, in Book 529 of Deeds, at page 452, in the office of the County Recorder of Alameda County, described as follows:

COMMENCING at a point on the northeastern line of the State Highway, formerly County Road no. 397, distant thereon north 58° 04' 45" west 257.00 feet from the intersection thereof with the northwestern line of Thornton Avenue of County Road No. 8053; thence north 37° 19' 10" east 200.00 feet to the actual point of beginning of this description: running thence south 37° 19' 10" west 186.59 feet to a line drawn parallel to and distant at right angles 52 feet northeasterly from the center line of said County Road No. 397; thence along said parallel line north 57° 17' 25" west 99.21 feet to the southeastern line of the parcel of land described in the deed from Mary Ella Mickle to Mary Inez Mickle, dated May 21, 1930, recorded June 13, 1930 in book 2378 of Official Records of Alameda County, page 328 (AA-37348); thence along the last named line north 42° 00' east 187.28 feet to a line drawn north 58° 04' 45" west from the actual point of beginning; and thence south 58° 04' 45" east 83.98 feet to the actual point of beginning.

PARCEL 4:

A portion of that certain parcel of land described in the deed to Louie John Lagorio, recorded January 6, 1949, in Book 5696 of Official Records of Alameda County, at Page 293, described as follows: Beginning at the southwesterly terminus of that course designated as "S 42° 02' 40" W, 1594.969 feet, etc." in Parcel B of that certain Deed of Trust recorded May 28, 1971 on Reel 2862 at Image 923, Official Records of Alameda County; thence N 42° 02' 40" E along said course, 60.94 feet; 238.13 feet to the point of beginning; and containing 0.328 acres more or less.

Under that certain lease dated March 19, 1973, amended June 18, 1973 by and between LOUIE JOHN LAGORIO and GLORIA LAGORIO, husband and wife, as Lessors, and TURNER FORD SALES, a California corporation, H.G. TURNER and DEBORAH TURNER, husband and wife, as Lessees, property commonly known as

3909 Thornton Avenue, Fremont, California 94536  
36886 Fremont Blvd., Fremont, California 94536

**A.P.N. 501-1425-016-053, 501-1425-016-51, 501-1425-034, 501-1425-033**

Exhibit A

EXHIBIT B

PAYMENT DUE DATE	PAYMENT
August 1, 2020	\$18,472.50
October 1, 2020	\$18,472.50
January 1, 2021	\$18,472.50
April 1, 2021	\$18,472.50
July 1, 2021	\$18,472.50
October 1, 2021	\$18,472.50
January 1, 2022	\$18,472.50
April 1, 2022	\$18,475.32
Total of Payments	\$147,782.82

Exhibit B



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

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

Karen W. Murphy  
*Attorney*

**JULY 13, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 11**

**TITLE:** **Authorize the General Manager to Execute Amendment No. 1 to the Agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont (*This is a Motion Item*)**

**SUBMITTED:** Paul R. Eldredge, General Manager/District Engineer  
Sami E. Ghossain, Technical Service Work Group Manager  
Michael Dunning, Environmental Compliance Coach

**Recommendation**

Staff recommends the Board authorize the General Manager to execute Amendment No. 1 to the Agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont. This amendment provides for reimbursement to Union Sanitary District for conducting activities contained within the City of Fremont Clean Water Program.

**Previous Board Action**

June 22, 2015, the Board authorized the General Manager to Execute the Agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont.

**Background**

The Federal Clean Water Act's 1987 amendment requires that stormwater discharges from municipal storm drain systems be regulated under a nationwide surface water permit program called the National Pollutant Discharge Elimination System (NPDES). The San Francisco Bay Regional Water Quality Control Board's (RWQCB) 1986 amendment to its Water Quality Control Plan also requires that all the cities in Alameda County have the same NPDES permit coverage. To meet this requirement, Alameda County and its 14 cities (including Fremont) created a Joint Powers Agreement (JPA) in October 1991 called the Alameda Countywide Clean Water Program

(ACCWP). Although there are a number of activities that are performed through the JPA, it is each municipality's responsibility to conduct the activities identified in the ACCWP's Stormwater Management Plan. These include municipal maintenance activities (street sweeping and maintenance of the storm drain system); new development and construction site controls; illicit discharge controls; and industrial and commercial discharge control.

Rather than create a new inspection program for industrial and commercial discharge control requirements, the City of Fremont (COF) requested Union Sanitary District (USD) to include the above referenced tasks to its existing Pretreatment and Pollution Prevention inspection program.

On June 9, 1992, the Fremont City Council approved a contractual services agreement and a Memorandum Of Agreement with USD to perform inspections of industrial and commercial businesses in Fremont in order to reduce or eliminate the discharge of pollutants to the Municipal storm drain system.

The arrangement allowed the City to benefit from the infrastructure USD had in place. For example, Clean Water and Sanitary Sewer Pollution Prevention inspections are similar and USD staff conducts both inspections on a single trip. This reduces the cost of sending out inspectors for separate inspections. USD inspectors are well trained in pollution prevention and are certified by the California Water Environment Association. This partnership between USD and COF permits the City to efficiently meet the requirements of the NPDES permit and Clean Water Program. In exchange, USD received reimbursement for actual time spent on inspection activities.

On July 9, 1996, the City Council approved a new Memorandum of Agreement (MOA) and Contractual Services Agreement to extend USD's participation in the Clean Water Program and to expand the services provided by USD. The scope of services was expanded to include outreach to school classrooms, use of USD equipment to clean storm drains and non-hazardous spills as needed, identification and elimination of illicit discharges, and the authority to issue administrative citations.

In October, 2000, the MOA was further expanded and extended up to June, 2006, and on June 27, 2006, the City Council approved a successor agreement to the existing contract for a period of two years, up to June 30, 2008, with an option to extend it for an additional four years in two-year increments.

In June, 2008, the City Council approved a new MOA that extended the contract for 5 years (June 2013). This contract included changes in language to incorporate minor changes in the Municipal Regional Stormwater Permit, increased the amount of the contract to reflect the additional work and increase in USD staff reimbursement costs, and included the option for a two-year extension.

In 2010, the contract was extended per the 2008 MOA to June, 2015.

In 2015, a new 5-year contract was executed to reflect the length of the Regional Stormwater Permit, with an option to extend the term for an additional 5 years by mutual agreement. This Amendment extends the existing contract for 5 years with an option to extend it 5 additional years, updates relevant COF Municipal Code sections, provides for annual budget increases, and updates tasks and reporting requirements. If the COF and USD agree in 2025 to the subsequent 5-year extension, a new agreement will be executed.

USD staff has been in negotiations with the City on this Amendment for the past several months and believes the Amendment to be fair and equitable. No additional staff will be required to meet the needs of this contract.

Staff recommends the Board authorize the General Manager to execute Amendment No. 1 to the Agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont.

PRE/SEG/MD:el

**Attachments**

Amendment No. 1 to Agreement for Clean Water Program Activities and Enforcement Procedures

Redline Exhibit A-1

2015-2020 City of Fremont Agreement for Clean Water Program Activities and Enforcement Procedures

## **AMENDMENT NO. 1 TO AGREEMENT FOR CLEAN WATER PROGRAM ACTIVITIES AND ENFORCEMENT PROCEDURES**

This AMENDMENT NO. 1 TO AGREEMENT FOR CLEAN WATER PROGRAM ACTIVITIES AND ENFORCEMENT PROCEDURES (the "Amendment No. 1"), effective July 1, 2020 is made and entered into by and between the CITY OF FREMONT, a public agency of the State of California, hereinafter referred to as the "City," and the UNION SANITARY DISTRICT, hereinafter referred to as the "District." City and District may each be referred to as a "Party" and may be collectively referred to herein as the "Parties."

### **RECITALS**

A. The Federal Clean Water Act 1987 Amendment requires that storm water discharged from municipal storm drain systems be regulated under a nationwide surface water permit program –National Pollutant Discharge Elimination System (NPDES).

B. City has contracted with Union Sanitary District since June 1992 for specific services required to meet certain NPDES requirements, primarily inspection, enforcement and reporting activities.

C. City and District last entered into Agreement for Clean Water Program Activities and Enforcement Procedures dated July 28, 2015 (the "Original Agreement"), which is set to expire on June 30, 2020. The City is very satisfied with the District's services and wishes to continue to utilize District for certain outreach and inspection tasks with an amendment to that agreement.

D. Therefore, City and District desire to amend the Agreement to: (1) retroactively extend the Agreement for five years with an additional optional five-year extension; (2) replace Exhibit A to make minor modifications to reflect current work; (3) provide that District's work includes enforcement of Fremont's Solid Waste, Recyclable and Organics Management Ordinance – Fremont Municipal Code 8.40; and (4) replace Exhibits B and C regarding budget and rates with updated information.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND  
CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Amendment of Exhibit A, Tasks.** Exhibit A of the Agreement, setting forth the services to be performed by District, is hereby replaced with Exhibit A-1, attached hereto and incorporated herein by reference.

2. **Replacement of Section 2, Agreement Term.** Section 2 of the Agreement is hereby deleted and replaced with the following:

“The term of this Agreement shall be from the Effective Date of the Agreement until June 30, 2025. The Agreement may be extended upon mutual consent of the Parties for an additional five-year period to June 30, 2030, with ninety days written Notice from City to District provided no later than April 1, 2025. City agrees to Notify District no later than April 1, 2025 if the City chooses to let this Agreement expire on June 30, 2025. At the time of such extension, the Parties intend to enter into a new form of agreement to amend, restate and replace the existing form of the Agreement in its entirety.”

3. **Amendment of Section 3, District Enforcement Officers.** The second paragraph of Section 3 of the Agreement is hereby deleted and replaced with the following in order to add reference to Fremont Municipal Code 8.40:

“District hereby acknowledges and agrees to accept the designation enforcement officer for its employees appointed to participate in the implementation of this Agreement. District shall faithfully and competently enforce the provisions of Storm Water Management and Discharge Control Ordinance - Fremont Municipal Code 18.210.010 et seq. and the Solid Waste, Recyclable and Organics Management Ordinance – Fremont Municipal Code 8.40 in full cooperation with City of Fremont staff.”

4. **Amendment of Section 4, Duties of District and City.** The second paragraph of section 4 of the Agreement is hereby deleted and replaced with the following in order to add reference to Fremont Municipal Code 8.40:

“District staff shall coordinate with City staff in a timely manner on any written enforcement orders or administrative citations. Should additional formal enforcement actions be necessary as provided for in FMC 18.210.160 to 18.210.430, and Fremont Municipal Code 8.40, the City and District shall assume full responsibility for formal prosecution and hearing procedures for those areas over which each had inspection and enforcement responsibility. District is authorized to carry full enforcement powers whenever there exists an immediate danger to the public health, safety and welfare. The City Manager shall prepare and issue appropriate credentials for District appointed enforcement officers when requested by District General Manager.”

5. **Amendment of Exhibit B, Budget.** Exhibit B of the Agreement, setting forth the budget, is hereby replaced with Exhibit B-1, attached hereto and

incorporated herein by reference. The Parties hereby waive and delete the requirement in Section 5 of the Agreement that if the contract is extended by mutual agreement, the total budget may not exceed an increase of 3 percent.

6. **Amendment of Exhibit C, Schedule of Rates.** Exhibit C of the Agreement, setting forth District’s billing rates, is hereby replaced with Exhibit C-1, attached hereto and incorporated herein by reference. District’s rates shall be revised annually as set forth in the Agreement and District shall provide City with a copy of the updated rate table.

7. **Agreement in Full Force and Effect.** Except as amended herein by this Amendment No. 1, the Agreement remains in full force and effect.

8. **Signatures.** The individuals executing this Amendment No. 1 represent and warrant they have the right, power, legal capacity, and authority to enter into and to execute this Amendment No. 1 on behalf of the respective legal entities of the District and the City. This Amendment No. 1 shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District and the City do hereby agree to the full performance of the terms set forth herein

**CITY OF FREMONT**

**UNION SANITARY DISTRICT**

BY: \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_  
General Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

Counsel to District

\_\_\_\_\_  
City Attorney

\_\_\_\_\_

## **Exhibit A-1 Tasks**

The purpose of this Scope of Work is to authorize the range of tasks Union Sanitary District is expected to provide for the City of Fremont's Urban Runoff/Clean Water Program and identify performance standards where applicable. The District shall work closely with City staff in order to clarify or refine specific services to be performed for each task when necessary. The Parties acknowledge this agreement may be modified to address changed NPDES (National Pollutant Discharge Elimination System) permit conditions subject to the procedures outlined under section 1(B) of this agreement.

A budget for these tasks is summarized in Exhibit B-1, with the rates described in Exhibit C-1 incorporated herein by reference.

### **Task 1 – Public Education/Outreach**

Incorporate storm water pollution prevention messages into sanitary sewer public education and outreach, where appropriate. This includes introducing storm water issues to students during classroom visits; distributing brochures video tapes, and other outreach materials that address both the storm drain and sanitary sewer systems, and assisting and coordinating with City staff on public education and outreach projects and/or events. When sanitary sewer and clean water information is being represented during the same event, 50 percent of the expense of this task will be billed to the Clean Water Program and the balance will be the responsibility of Union Sanitary District. The performance standard shall be 35 elementary school presentations per fiscal year (July – June).

This task shall also include the Regional Our Water, Our World (OWOW) integrated pest management program and support for OWOW participating stores within the City of Fremont. Support includes sustaining a relationship with store management and employees as well as proving OWOW materials and training.

This task may also include creation of storm water pollution prevention outreach pieces as requested by the City.

### **Task 2 – General Business Inspections**

Conduct activities necessary to eliminate illicit discharge activity consistent with inspection plans submitted to the Regional Water Quality Control Board. This includes, but is not limited to, performing inspections, locating sources of illicit discharge, meeting with facility operators, providing verbal and/or written

outreach materials, issuing verbal or written enforcement orders, initiating administrative fine procedures, and documenting and reporting activities for inclusion in reports to the General Program. Inspect industrial and commercial areas of the City for compliance with the City's Storm Water Management and Discharge Control ordinance. Inspections will be performed and documented in a manner consistent with the Performance Standards outlined in the Management Plan. This task may include collection and analysis of wastewater samples and/or taking photographs.

These activities may include coordinating inspection activities with other City departments and regulatory agencies such as the Fire Department, Maintenance and Recreation Services, Alameda County Health Agency, other ACCWP permittees, and the Regional Water Quality Control Board.

The District is responsible for meeting the inspection targets provided to the Regional Water Quality Control Board for inspection types that are the responsibility of the District. The performance standard shall be 96 inspections per quarter. District staff will perform all general business including NOI facilities. City staff may also conduct inspections on business types designated as the District's responsibility upon mutual agreement of the Parties. City may request District staff to conduct inspections on additional business types with 90 days written notice. To the extent possible, inspections shall be evenly scheduled throughout the quarter.

### **Task 3 – Restaurant Inspections**

Conduct inspections of restaurants in the same manner and subject to the same standards as described in Task 2 – General Business Inspections. The performance standard shall be 96 inspections per quarter, in addition to the General Business Inspections conducted.

### **Task 4 – Database Application Administration and Support**

Maintain the storm water database to collect inspection results and enforcement action data that must be reported to the Regional Water Quality Control Board.

Database support will be provided during USD's regular business hours Monday through Friday excluding weekends and USD Holidays.

### **Task 5 – Reporting**

District is responsible for providing reports as required by Municipal Regional Permits. The City reserves the right to request additional reports as needed.

## **Task 6 – Clerical Data Entry**

Enter into database management system- inspection reports, enforcement documents and any other activities that are required by the ACCWP Storm Water Management Plan, and/or NPDES permit.

## **Task 7 - Alameda Countywide Clean Water Program (ACCWP) Participation**

Participate or chair ACCWP subcommittees, workgroups and events as requested by City. Represent the interests of the City and provide technical assistance, attend meetings, review materials and provide training assistance as needed.

## **Task 8 – City Requested Meetings/Contract Work**

Participate in meetings as requested by the City, including but not limited to: quarterly Urban Runoff/Clean Water program staff meetings, annual Regional Water Quality Control Board Program Performance Evaluation, City Council meetings, and annual review of this contract. This task includes attendance at City program coordination meetings and participating in joint enforcement, training and outreach efforts with City departments and other regulatory agencies. This task also includes staff time spent on contract modifications, including contracts negotiations, as requested by the City.

## **Task 9 – Mitigate Illicit Discharges / Assistance with Spills**

Assist the City's Maintenance staff with timely containment and cleanup of spills of non-hazardous wastes and wastewater to the storm drain system. This includes, but is not limited to, isolating the contaminated portion of the storm drain, cleaning the affected area, removing the waste, flushing the system, and discharging recovered waste and wastewater to the sanitary sewer system. At the request of the City, mitigate illicit discharges that are in violation of the Fremont Municipal Code, Title VIII, Chapter 11. This includes, but is not limited to, the cleanup of non-hazardous waste and wastewater discharged to the storm drain system, and the repair of damaged sanitary sewer lines causing such discharge. Services may include televising the storm drain line with a mobile closed circuit T.V. camera as well as hydro-jetting or manual cleaning.

## **Task 10 – City Requested Fieldwork**

Provide technical assistance including, but not limited to, inspection of construction sites, follow-up, enforcement, and other related activities as requested by City, provided there is trained District staff available.

**Exhibit B-1  
Budget by Task**

<b>TASK</b>	<b>BUDGET FY 2020/21</b>	<b>BUDGET FY 2021/22</b>	<b>BUDGET FY 2022/23</b>	<b>BUDGET FY 2023/24</b>	<b>BUDGET FY 2024/25</b>
Public Education Outreach	37,180	38,623	40,122	41,678	43,295
General Business Inspections	148,721	154,492	160,486	166,713	173,181
Restaurant Inspections	91,092	94,626	98,298	102,112	106,073
Database Support	744	772	802	834	866
Reporting	12,269	12,746	13,240	13,754	14,287
Clerical Data Entry	59,488	61,797	64,194	66,685	69,272
ACCWP Program Participation	7,436	7,725	8,024	8,336	8,659
City Requested Meetings/Contract Work	7,436	7,725	8,024	8,336	8,659
Mitigate I.D. & Assist w/ Spills	7,436	7,725	8,024	8,336	8,659
City Requested Fieldwork	0	0	0	0	0
<b>TOTALS</b>	<b>371,802</b>	<b>386,231</b>	<b>401,214</b>	<b>416,784</b>	<b>432,951</b>

Exhibit B-1

**Exhibit C-1  
Schedule of Rates**

**Exhibit C Schedule of Rates  
Effective March 1, 2020**

**Labor Rates**

Environmental Program Coordinator .....	\$206.83/hr
Environmental Compliance Inspector IV .....	\$179.55/hr
Environmental Compliance Inspector III .....	\$167.80/hr
Environmental Compliance Inspector II .....	\$151.17 /hr
Environmental Compliance Inspector I .....	\$134.37/hr
Temporary Environmental Position .....	as quoted**
Administrative Specialist II .....	\$124.55/hr
Administrative Specialist I .....	\$118.32/hr
Communications and Intergovernmental Relations Coordinator .....	\$175.65/hr
EC Outreach Representative . .....	\$167.80/hr

For after-hours response, chargeable time begins with receipt of call.  
Typical response time after 4:00 p.m. and on weekends and holidays is one hour or less.

Labor rates include a multiplier of 2.71, which reflects the District's overhead rate of 1.71. The overhead rate includes benefits, general District-wide administrative costs, and personnel support expenses such as safety supplies.

*\*\*Multiplier does not apply to contract employees*

## **Exhibit A-1 Tasks**

The purpose of this Scope of Work is to authorize the range of tasks Union Sanitary District is expected to provide for the City of Fremont's Urban Runoff/Clean Water Program and identify performance standards where applicable. The District shall work closely with City staff in order to clarify or refine specific services to be performed for each task when necessary. The Parties acknowledge this agreement may be modified to address changed NPDES (National Pollutant Discharge Elimination System) permit conditions subject to the procedures outlined under section 1(B) of this agreement.

A budget for these tasks is summarized in Exhibit B-1, with the rates described in Exhibit C-1 incorporated herein by reference.

### **Task 1 – Public Education/Outreach**

Incorporate storm water pollution prevention messages into sanitary sewer public education and outreach, where appropriate. This includes introducing storm water issues to students during classroom visits; distributing brochures video tapes, and other outreach materials that address both the storm drain and sanitary sewer systems, and assisting and coordinating with City staff on public education and outreach projects and/or events. When sanitary sewer and clean water information is being represented during the same event, 50 percent of the expense of this task will be billed to the Clean Water Program and the balance will be the responsibility of Union Sanitary District. The performance standard shall be 35 elementary school presentations per fiscal year (July – June).

This task shall also include the Regional Our Water, Our World (OWOW) integrated pest management program and support for OWOW participating stores within the City of Fremont. Support includes sustaining a relationship with store management and employees as well as proving OWOW materials and training.

This task may also include creation of storm water pollution prevention outreach ~~brochures such as the Restaurant Tribute~~ [pieces](#) as requested by the City.

### **Task 2 – General Business Inspections**

Conduct activities necessary to eliminate illicit discharge activity consistent with inspection plans submitted to the Regional Water Quality Control Board. This includes, but is not limited to, performing inspections, locating sources of illicit discharge, meeting with facility operators, providing verbal and/or written

outreach materials, issuing verbal or written enforcement orders, initiating administrative fine procedures, and documenting and reporting activities for inclusion in reports to the General Program. Inspect industrial and commercial areas of the City for compliance with the City's Storm Water Management and Discharge Control ordinance. Inspections will be performed and documented in a manner consistent with the Performance Standards outlined in the Management Plan. This task may include collection and analysis of wastewater samples and/or taking photographs.

These activities may include coordinating inspection activities with other City departments and regulatory agencies such as the Fire Department, Maintenance and Recreation Services, Alameda County Health Agency, other ACCWP permittees, and the Regional Water Quality Control Board.

The District is responsible for meeting the inspection targets provided to the Regional Water Quality Control Board for inspection types that are the responsibility of the District. The performance standard shall be 96 inspections per quarter. District staff will perform all general business including NOI facilities. City staff may also conduct inspections on business types designated as the District's responsibility upon mutual agreement of the Parties. City may request District staff to conduct inspections on additional business types with 90 days written notice. To the extent possible, inspections shall be evenly scheduled throughout the quarter.

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Maintain the storm water database to collect inspection results and enforcement action data that must be reported to the Regional Water Quality Control Board.

Database support will be provided during USD's regular business hours Monday through Friday excluding weekends and USD Holidays.

### **Task 5 – Reporting**

District is responsible for providing ~~the following~~ reports ~~by the~~ as required ~~due dates~~ by Municipal Regional Permits. The City reserves the right to request additional reports as needed ~~for evaluating performance under this contract or for complying with NPDES reporting requirements~~.

- ~~▪ Annual Commercial/Industrial Business Inspection Plan — The inspection plan is described in the Performance Standards for Industrial and Commercial Business Inspection Activities in the ACCWP Storm Water Management Plan and includes the business type and number of businesses to be inspected.~~
- ~~▪ Annual Illicit Discharge Control Action Plan — by January 15 of each year for the following fiscal year. The annual action plan will be developed with the City's Environmental Services staff and will include activities as described in the Performance Standards for Illicit Discharge Control in the ACCWP Storm Water Management Plan.~~

### **Task 6 – Clerical Data Entry**

Enter into database management system- inspection reports, enforcement documents and any other activities that are required by the ACCWP Storm Water Management Plan, and/or NPDES permit.

### **Task 7 - Alameda Countywide Clean Water Program (ACCWP) Participation**

Participate or chair ACCWP subcommittees, workgroups and events as requested by City. Represent the interests of the City and provide technical assistance, attend meetings, review materials and provide training assistance as needed.

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includes, but is not limited to, isolating the contaminated portion of the storm drain, cleaning the affected area, removing the waste, flushing the system, and discharging recovered waste and wastewater to the sanitary sewer system. At the request of the City, mitigate illicit discharges that are in violation of the Fremont Municipal Code, Title VIII, Chapter 11. This includes, but is not limited to, the cleanup of non-hazardous waste and wastewater discharged to the storm drain system, and the repair of damaged sanitary sewer lines causing such discharge. Services may include televising the storm drain line with a mobile closed circuit T.V. camera as well as hydro-jetting or manual cleaning.

### **Task 10 – City Requested Fieldwork**

Provide technical assistance including, but not limited to, inspection of construction sites, follow-up, enforcement, and other related activities as requested by City, provided there is trained District staff available.

AGREEMENT FOR CLEAN WATER PROGRAM ACTIVITIES  
AND ENFORCEMENT PROCEDURES

This AGREEMENT, dated the 7/28 day of 2015, is made and entered into by and between the CITY OF FREMONT, a public agency of the State of California, hereinafter referred to as the "City," and the UNION SANITARY DISTRICT, hereinafter referred to as the "District." City and District may be collectively referred to herein as the "Parties."

RECITALS

A. The Federal Clean Water Act 1987 Amendment requires that storm water discharged from municipal storm drain systems be regulated under a nationwide surface water permit program – National Pollutant Discharge Elimination System (NPDES).

B. City has contracted with Union Sanitary District since June 1992 for specific services required to meet certain NPDES requirements, primarily inspection, enforcement and reporting activities.

C. The existing contractual services agreement is set to expire on June 30, 2015. The City is very satisfied with the District's services and wishes to continue to utilize District for certain outreach and inspection tasks with a new agreement.

D. City and District wish to continue enforcement procedures for the Storm Water Management and Discharge Control Ordinance - Fremont Municipal Code 18.210.010 et seq. and the Solid Waste, Recyclable and Organics Management Ordinance – Fremont Municipal Code 8.40.

E. Fremont Municipal Code (FMC) 18.210.030 (b) (3) authorizes the Fremont City Manager to designate authorized enforcement officers to enforce the provisions of the "City of Fremont Storm Water Management and Discharge Control Ordinance" FMC 18.210.010 et seq. (Ordinance), and City has determined the District has the resources and experience to assist the City in inspection and enforcement activities under both Fremont Municipal Code Sections 18.210.010 and 8.40. F. In addition to the inspection and enforcement activities, the City is authorized to contract with the District for the implementation of certain activities required by the NPDES permit and the District is qualified to implement these activities as described below.

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THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

### 1. SCOPE OF SERVICES

#### 1. (A) General

District shall perform the services by tasks described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement. District shall implement or assist City in those activities required in the NPDES Permit and the Management Plan approved by the Alameda Countywide Clean Water Program (ACCWP) Management Committee as well as targets established by City.

#### 1. (B) Changes to Scope of Services

During the term of this Agreement, if the City desires to modify the scope of services provided in this agreement including the delivery, formatting or content of specific reports which require additional programming changes or capital investment by District, District will provide a written proposal to City describing the changes and associated costs. If City accepts the proposal, the scope of services shall be amended and City will pay the costs necessary to implement and support these changes.

### 2. AGREEMENT TERM

This Agreement shall be effective upon execution by the Fremont City Manager and the District General Manager and shall continue through June 30, 2020. The Agreement may be extended upon mutual consent for an additional five year period to June 30, 2025 with ninety days written Notice from City to District no later than April 1, 2020. In addition, City agrees to Notify District no later than April 1, 2020 if the City chooses to let this agreement expire on June 30, 2020.

### 3. DISTRICT ENFORCEMENT OFFICERS

The City hereby appoints the District as authorized enforcement officers, as defined by FMC 18.210.030(b)(3). The District shall have all the authority vested by the Ordinance in the authorized enforcement officer. The District's General Manager may appoint such employees of the District as in the Manager's opinion that are best suited by training and experience to carry out enforcement functions under this ordinance. The City Manager shall prepare and issue appropriate credentials for District appointed authorized enforcement officers when requested by the District General Manager.

District hereby acknowledges and agrees to accept the designation enforcement officer for its employees appointed to participate in the implementation of this

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Agreement. District shall faithfully and competently enforce the provisions of FMC 18.210.010 et. seq. in full cooperation with staff of the City.

#### 4. DUTIES OF DISTRICT AND CITY

The City shall be responsible for inspections of premises in the City for potential violations of said Ordinance. District and City agree to advise property owners and managers of the obligations to comply with the Ordinance. The District is authorized to issue verbal and/or written enforcement orders, including Notices of Violation and Cease and Desist Orders. The District staff, identified as authorized enforcement officers, is authorized to issue administrative citations pursuant to FMC 1.20.010 et seq.

District staff shall coordinate with City staff in a timely manner on any written enforcement orders or administrative citations. Should additional formal enforcement actions be necessary as are provided for in FMC 18.210.160 to 18.210.430, the City and District shall assume full responsibility for formal prosecution and hearing procedures for those areas over which each had inspection and enforcement responsibility. District is authorized to carry full enforcement powers whenever there exists an immediate danger to the public health, safety and welfare. The City Manager shall prepare and issue appropriate credentials for District appointed enforcement officers when requested by District General Manager.

#### 5. COMPENSATION

District shall be compensated for conducting activities described in Exhibit A at rates described in Exhibit C of the Agreement, incorporated herein by reference. These rates will be revised annually consistent with the District's labor agreements. District shall provide the City with a revised Exhibit C within 60 days of any labor rate adjustments. If the contract is extended by mutual agreement, the total budget as set forth in Exhibit B, will not exceed an increase of 3% per year.

##### 5. (A) Billings

To request payment, District shall submit quarterly statements to the City identifying the services performed and the charges therefore, based upon the District's billing rates set forth in Exhibit C, with updated labor contract rates. These statements will be submitted to City by District within 30 days from the end of each quarter. The City shall reimburse District for services, which are performed in accordance with this Agreement and to the satisfaction of the City, within forty five (45) days of City receipt of each quarterly statement.

##### 5. (B) "Not to Exceed" Compensation

The compensation payable to District for the services identified shall not exceed the amount per year identified in Exhibit B, incorporated herein by reference.

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The District shall not perform any services beyond the services identified in Exhibit A without prior written authorization from the City's Authorized Representative. The annual budget per task is also specified in Exhibit B. With City's Authorized Representative written approval, costs may be reallocated within the individual tasks as long as the total compensation does not exceed the amount specified in Exhibit B.

#### 5. (C) Contractor's Failure to Perform

In the event that District performs services, which do not comply with the requirements of this Agreement, District shall, upon receipt of written Notice from the City, re-perform the services (without additional compensation to the District). If District's failure to perform in accordance with this Agreement causes damages to the City, District shall reimburse the City for the damages incurred, which may be charged as an offset to District's payment.

#### 6. STAFFING AND MINIMUM INSPECTIONS

Experience and qualified staffing is essential to the delivery of services under this agreement. The District is responsible for ensuring that staffing levels are adequate to meet the performance standards identified by City, and that a quarter-time program manager, with prior storm water experience, is assigned to manage the services under this Agreement. In addition, the City desires to have continuity and consistency in the area of restaurant inspections. This area of inspections will be assigned to one individual who will be responsible for the restaurant inspection program. The District will have at least one inspector who is bilingual in Spanish and English. The District will perform inspections as needed but in no event less than the minimum number of business inspections and restaurant inspections per quarter as identified in Exhibit A. In the event it appears that District will be unable to perform the minimum number of inspections required in a particular quarter, District agrees to Notify City as soon as it is aware of this failure, as well as provide City with a written plan for mitigating the inspection deficits for the following quarter. Such plan will be subject to the review and written approval of the City's Environmental Services Manager.

#### 7. INFORMATION AND DOCUMENTATION

##### 7. (A) Information from City

City has made an effort to provide District with all information necessary for District's performance of services under this Agreement. If District believes additional information is required, District shall promptly notify the City, and City will provide to District all relevant non-privileged information in City's possession.

##### 7. (B) District's Data and Records

District shall maintain all data and records which include inspection, enforcement and accounting, related to this Agreement in accordance with state law

requirements, and in no event for less than seven years. District's records shall include, at a minimum, all documents which support District's costs and expenses related to this Agreement, including enforcement and inspection documentation, personnel payments, and reimbursable expenses. District's records shall be made available to City within a reasonable time after City's request, during normal business hours. The Parties recognize that information including inspection results and enforcement actions is being incorporated into District's database.

#### 8. RELATIONSHIP BETWEEN THE PARTIES

District is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. District and District's employees shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

#### 9. CITY'S AUTHORIZED REPRESENTATIVE

For the performance of services under this Agreement, the Contractor shall take direction from the City's Authorized Representative: the Environmental Services Manager, unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

#### 10. CONFLICTS OF INTEREST PROHIBITED

District (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. District shall comply with all requirements of the Political Reform Act (California Government Code sections 81000, et seq. and other laws relating to conflicts of interest, including: (a) District shall not make or participate in a decision made by the City if it is reasonably foreseeable that the decision may have a material effect on District's economic interest, and (b) if required by law, District shall file financial disclosure forms with the City Clerk. If District maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving District's conflicting interest may be terminated by the City.

#### 11. NONDISCRIMINATION

District shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.

#### 12. COMPLIANCE WITH LAW AND STANDARD OF CARE

District shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said

laws are expressly stated in this Agreement. District shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to District, performing under circumstances similar to those required by this Agreement.

District shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto. District shall defend, indemnify and hold City harmless from any and all liability, fines, penalties and consequences from District noncompliance or District violations of such laws, ordinances, codes and regulations.

### 13. REPORTING DAMAGES

If any damage (including death, personal injury or major property damage) occurs in connection with the performance of this Agreement, District shall immediately notify the City Risk Manager's office by telephone at 510-284-4050, and District shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Contractor's insurance company, and (d) a detailed description of the damage, or incident and whether any City property was involved.

### 14. AUDIT

#### 14. (A) City Audit

The City reserves the right to audit the services provided under the Agreement.

#### 14. (B) Federal and State Audit

Until the expiration of seven years after the furnishing of any services pursuant to this Agreement, District shall make available, upon written request, to the federal/state/county government or any of their duly authorized representatives, this Agreement, and such books, documents, and records of District that are necessary to certify the nature and extent of the reasonable cost of services to City.

### 15. HOLD HARMLESS/INDEMNIFICATION

District agrees to defend, indemnify and hold harmless City, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of District in the

performance of the scope of work except those arising by reason of the sole negligence of the City, its officers, employees or agents.

City agrees to defend, indemnify, hold harmless District, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of City in the performance of the scope of work except those arising by reason of the sole negligence of the District, its officers, employees or agents.

#### 16. AMENDMENT

No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties.

#### 17. INSURANCE/SELF-INSURANCE

District is self-insured as to any requirements under this Agreement. No policies or bonds are required of either party as to any provisions of this Agreement.

#### 18. WORKERS' COMPENSATION

District shall provide Workers' Compensation insurance for its employees at District cost and expense. City shall provide Workers' Compensation for its employees at the City's cost and expense.

#### 19. TIME FOR PERFORMANCE

Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. District shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by District in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the District.

#### 20. BREACHES and DEFAULT

District shall be in default of this agreement when failing to fulfill the obligations described under this Agreement, including the failure to meet inspection or reporting requirements. If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written Notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within thirty (30) days of the Notice. If: (a) the defaulting party fails to cure the default within thirty (30) days of the Notice, or, (b) if more than thirty (30) days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within thirty (30)

days of the Notice, then (c) the demanding party may terminate this Agreement upon written Notice to the defaulting party. In the event of such termination, all District data and records which include inspection, enforcement and accounting information related to this Agreement shall be immediately provided to City.

## 21. NOTICES

All Notices required or contemplated by this Agreement shall be in writing and shall be personally delivered or mailed to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below.

To: City  
Attn: Environmental Services Manager

City of Fremont  
39550 Liberty St.  
Fremont, CA 94538

To: District  
Attn: Environmental Compliance  
Team Coach  
Union Sanitary District  
5072 Benson Rd.  
Union City, CA 94587

## 22. HEADINGS

The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

## 23. ASSIGNMENT AND DELEGATION

This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the District's duties be delegated without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

## 24. SEVERABILITY

If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, this paragraph shall not be applied to the extent it would result in a frustration of the parties' intent under this Agreement.

25. GOVERNING LAW, JURISDICTION, AND VENUE

The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

26. ATTORNEY'S FEES

In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

27. WAIVERS

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

28. ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral.

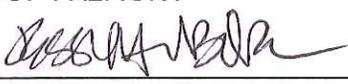
29. SIGNATURES

The individuals executing this Agreement represent and warrant they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the District and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District and the City do hereby agree to the full performance of the terms set forth herein

CITY OF FREMONT

UNION SANITARY DISTRICT

BY:   
Assistant City Manager

BY:   
General Manager

DATE: July 28, 2015

DATE: June 23, 2015

APPROVED AS TO FORM:

Counsel to District

  
City Attorney



Final June 9, 2015

## Exhibit A Tasks

The purpose of this Scope of Work is to authorize the range of tasks Union Sanitary District is expected to provide for the City of Fremont's Urban Runoff/Clean Water Program and identify performance standards where applicable. The District shall work closely with City staff in order to clarify or refine specific services to be performed for each task when necessary. The Parties acknowledge this agreement may be modified to address changed NPDES (National Pollutant Discharge Elimination System) permit conditions subject to the procedures outlined under section 1(B) of this agreement.

A budget for these tasks is summarized in Exhibit B, incorporated herein by reference.

### Task 1 – Public Education/Outreach

Incorporate storm water pollution prevention messages into sanitary sewer public education and outreach, where appropriate. This includes introducing storm water issues to students during classroom visits; distributing brochures video tapes, and other outreach materials that address both the storm drain and sanitary sewer systems, and assisting and coordinating with City staff on public education and outreach projects and/or events. When sanitary sewer and clean water information is being represented during the same event, 50 percent of the expense of this task will be billed to the Clean Water Program and the balance will be the responsibility of Union Sanitary District. The performance standard shall be 35 elementary school presentations per fiscal year (July – June).

This task shall also include the Regional Our Water, Our World (OWOW) integrated pest management program and support for OWOW participating stores within the City of Fremont. Support includes sustaining a relationship with store management and employees as well as proving OWOW materials and training.

This task may also include creation of storm water pollution prevention outreach brochures such as the Restaurant Tribute as requested by the City.

### Task 2 – General Business Inspections

Conduct activities necessary to eliminate illicit discharge activity consistent with inspection plans submitted to the Regional Water Quality Control Board. This includes, but is not limited to, performing inspections, locating sources of illicit discharge, meeting with facility operators, providing verbal and/or written outreach materials, issuing verbal or written enforcement orders, initiating

administrative fine procedures, and documenting and reporting activities for inclusion in reports to the General Program. Inspect industrial and commercial areas of the City for compliance with the City's Storm Water Management and Discharge Control ordinance. Inspections will be performed and documented in a manner consistent with the Performance Standards outlined in the Management Plan. This task may include collection and analysis of wastewater samples and/or taking photographs.

These activities may include coordinating inspection activities with other City departments and regulatory agencies such as the Fire Department, Maintenance and Recreation Services, Alameda County Health Agency, other ACCWP permittees, and the Regional Water Quality Control Board.

The District is responsible for meeting the inspection targets provided to the Regional Water Quality Control Board for inspection types that are the responsibility of the District. The performance standard shall be 96 inspections per quarter. District staff will perform all general business including NOI facilities. City staff may also conduct inspections on business types designated as the District's responsibility upon mutual agreement of the parties. City may request District staff to conduct inspections on additional business types with 90 days written notice. To the extent possible, inspections shall be evenly scheduled throughout the quarter.

#### Task 3 – Restaurant Inspections

Conduct inspections of restaurants in the same manner and subject to the same standards as described in Task 2 – General Business Inspections. The performance standard shall be 96 inspections per quarter, in addition to the General Business Inspections conducted.

#### Task 4 – Database Application Administration and Support

Maintain the storm water database to collect inspection results and enforcement action data that must be reported to the Regional Water Quality Control Board.

Database support will be provided during USD's regular business hours Monday through Friday excluding weekends and USD Holidays.

#### Task 5 – Reporting

***District is responsible for providing the following reports by the required due dates. The City reserves the right to request additional reports as needed for evaluating performance under this contract or for complying with NPDES reporting requirements.***

- Annual Commercial/Industrial Business Inspection Plan – The inspection plan is described in the Performance Standards for Industrial and Commercial Business Inspection Activities in the ACCWP Storm Water Management Plan and includes the business type and number of businesses to be inspected.
- Annual Illicit Discharge Control Action Plan – by January 15 of each year for the following fiscal year. The annual action plan will be developed with the City's Environmental Services staff and will include activities as described in the Performance Standards for Illicit Discharge Control in the ACCWP Storm Water Management Plan.

#### Task 6 – Clerical Data Entry

Enter into database management system- inspection reports, enforcement documents and any other activities that are required by the ACCWP Storm Water Management Plan, and/or NPDES permit.

#### Task 7 - Alameda Countywide Clean Water Program (ACCWP) Participation

Participate or chair ACCWP subcommittees, workgroups and events as requested by City. Represent the interests of the City and provide technical assistance, attend meetings, review materials and provide training assistance as needed.

#### Task 8 – City Requested Meetings/Contract Work

Participate in meetings as requested by the City, including but not limited to: quarterly Urban Runoff/Clean Water program staff meetings, annual Regional Water Quality Control Board Program Performance Evaluation, City Council meetings, and annual review of this contract. This task includes attendance at City program coordination meetings and participating in joint enforcement, training and outreach efforts with City departments and other regulatory agencies. This task also includes staff time spent on contract modifications, including contracts negotiations, as requested by the City.

#### Task 9 – Mitigate Illicit Discharges / Assistance with Spills

Assist the City's Maintenance staff with timely containment and cleanup of spills of non-hazardous wastes and wastewater to the storm drain system. This includes, but is not limited to, isolating the contaminated portion of the storm drain, cleaning the affected area, removing the waste, flushing the system, and discharging recovered waste and wastewater to the sanitary sewer system. At the request of the City, mitigate illicit discharges that are in violation of the Fremont Municipal Code, Title VIII, Chapter 11. This includes, but is not limited to, the cleanup of non-hazardous waste and wastewater discharged to the storm

drain system, and the repair of damaged sanitary sewer lines causing such discharge. Services may include televising the storm drain line with a mobile closed circuit T.V. camera as well as hydro-jetting or manual cleaning.

#### Task 10 – City Requested Fieldwork

Provide technical assistance including, but not limited to, inspection of construction sites, follow-up, enforcement, and other related activities as requested by City, provided there is trained District staff available.

**Exhibit B  
Budget by Task**

TASK	BUDGET FY 2015/16	BUDGET FY 2016/17	BUDGET FY 2017/18	BUDGET FY 2018/19	BUDGET FY 2019/20
Public Education	52,000	53,560	55,167	56,822	58,527
General Business Inspections	102,000	105,060	108,212	111,458	114,802
Restaurant Inspections	55,000	56,650	58,350	60,101	61,904
Database Support	5,000	5,150	5,305	5,464	5,628
Reporting	25,000	25,750	26,523	27,319	28,139
Clerical Data Entry	52,000	53,560	55,167	56,822	58,527
ACCWP Participation	5,000	5,150	5,305	5,464	5,628
City Requested Mtgs/Contract Work	8,000	8,240	8,487	8,742	9,004
Mitigate I.D. & Assist w/spills	4,000	4,120	4,244	4,371	4,502
City Requested Fieldwork	10,000	10,300	10,609	10,927	11,255
<b>Totals</b>	<b>318,000</b>	<b>327,540</b>	<b>337,369</b>	<b>347,490</b>	<b>357,916</b>

## Exhibit C Schedule of Rates

### Labor Rates

Environmental Program Coordinator.....	\$165.74/hr
Environmental Compliance Inspector IV .....	\$150.09/hr
Environmental Compliance Inspector III .....	\$140.27/hr
Environmental Compliance Inspector II .....	\$126.37/hr
Environmental Compliance Inspector I .....	\$112.33/hr
Temporary Environmental Position .....	as quoted**
Administrative Specialist II .....	\$104.11/hr
Administrative Specialist I .....	\$98.91/hr
Communications Coordinator .....	\$138.82/hr
EC Outreach Representative. ....	\$140.27/hr

For after-hours response, chargeable time begins with receipt of call. Typical response time after 4:00 p.m. and on weekends and holidays is one hour or less.

Labor rates include a multiplier of 2.71, which reflects the District's overhead rate of 1.71. The overhead rate includes benefits, general District-wide administrative costs, vehicle use, large equipment use, and personnel support expenses such as safety supplies.

*\*\* Multiplier does not apply to contract employees*



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

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

Karen W. Murphy  
*Attorney*

**JULY 13, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 12**

**TITLE:** Authorize the General Manager to Execute a Temporary Sewer Siphon Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark ***(This is a Motion Item)***

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

**Recommendation**

Consider approval and authorize the General Manager to execute a Temporary Sewer Siphon Agreement between the District and Lennar Homes of California for the Gateway Station West, Bridgeway Development in the city of Newark.

**Previous Board Action**

March 25, 2019, the Board approved a Resolution of Application to LAFCO for annexing the subject Tract (Annexation No. U-294, Bayside Newark, Tract 8099 – Bridgeway and Tract 8435 – FMC Parcel C, in the City of Newark).

**Background**

The Gateway Station West, Bridgeway development is a 578-unit residential development under construction by Lennar Homes of California and located west of Hickory Street in the city of Newark. See attached location map. The development is located immediately adjacent to the District's existing twin force mains.

As part of the approved sewer construction plans, the development's sanitary sewers were designed to connect to an existing 10-inch sanitary sewer on Seawind Way. However, the most

downstream portion of the proposed sewer main crossing Hickory Street could not be constructed due to a direct conflict with the District's existing twin force mains, which are located within Hickory Street.

The William Lyon Homes Twin Force Main Relocation Project is expected to relocate the District's existing force mains in the development area. The transfer of wastewater flows to the relocated force mains and abandonment of the existing force mains would eliminate the conflict and allow the construction of the development's sewer main crossing Hickory St. The force main relocation project was split into two phases, and transfer of wastewater flows from the existing force mains to the replacement force mains will be done as part of Phase 2 of the project. Phase 1 construction was performed in 2018 and Phase 2 construction has recently begun and is expected to be completed before the end of the year.

To accommodate continued development of Lennar's Bridgeway project and allow completed homes to be occupied, District staff negotiated a temporary siphon agreement to allow Lennar to construct a temporary sewer siphon under the existing force mains until Phase 2 construction is completed. The temporary siphon will then be replaced with a permanent gravity sewer main connection. The agreement allows Lennar to construct the siphon and be responsible for all maintenance costs for the siphon until the permanent gravity connection is constructed.

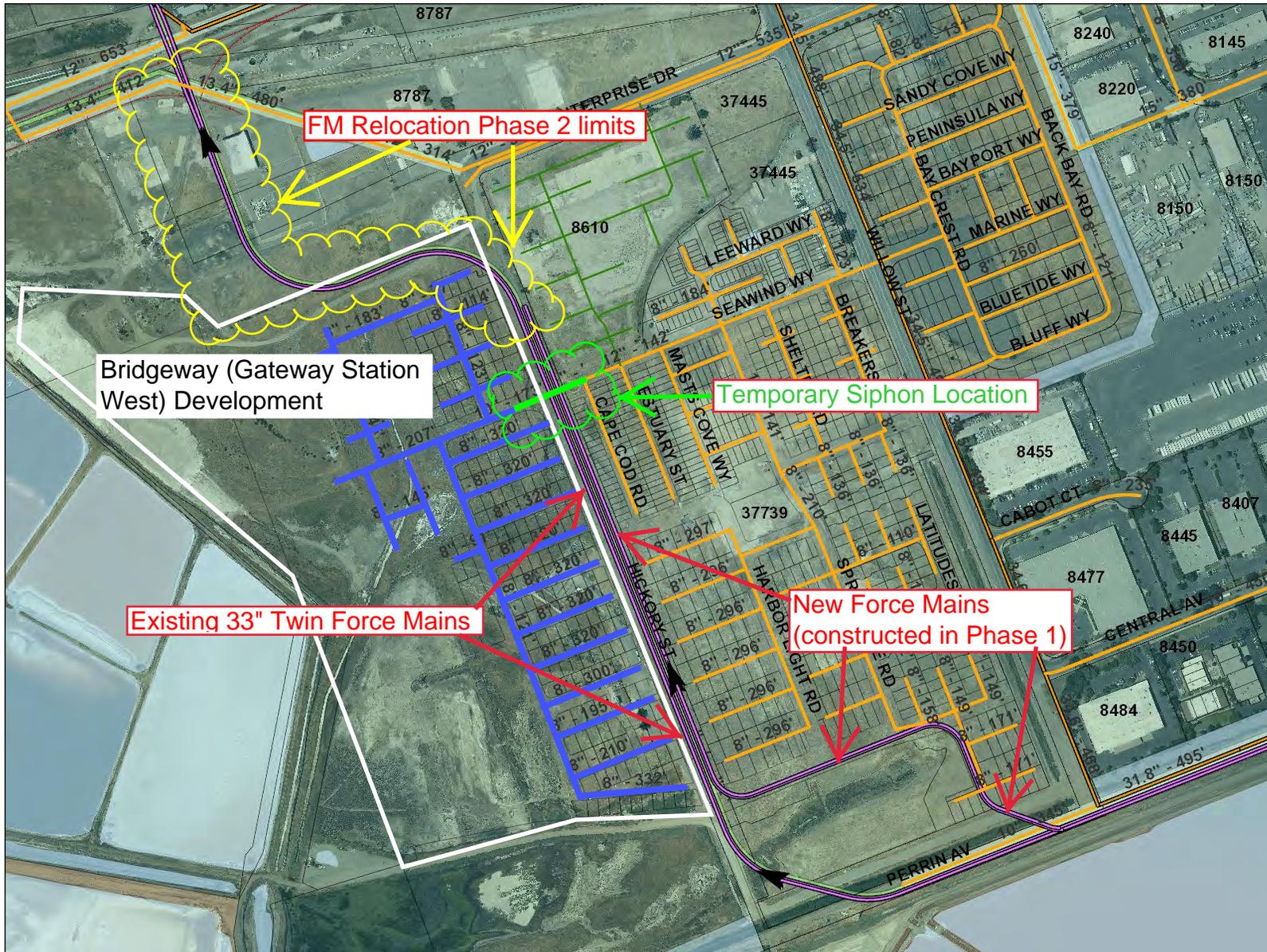
Staff recommends that the Board authorize the General Manager to execute the temporary Sewer Siphon Agreement in the form attached hereto, subject to minor revisions approved by the General Manager in consultation with the General Counsel.

PRE/SEG/RA:mb

Attachments: Location Map  
Temporary Sewer Siphon Agreement



# Location Map



## Legend

- Sewer Sheet Pile History
- Sewer Mains**
  - <all other values>
  - EBDA outfall
  - Forcemain
  - Gravity main
  - Overflow main
  - Siphons
  - Trunk Main
- Railroad / BART**
  - <all other values>
  - BART
- Public Right of Way
- Private Right of Way
- Usage Area
- Sewer Easements
- Parcels**
  - <all other values>
  - Alameda Cnty Flood Cntrl
- Bodies of Water
- City Boundary**
  - <all other values>
  - Fremont
  - Newark
  - Union City

500.0 0 250.00 500.0 Feet



1: 6,000



Printed: 7/6/2016 10:43 AM

## For USD use only

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.

## Notes

## TEMPORARY SEWER SIPHON CONNECTION AGREEMENT

This TEMPORARY SEWER SIPHON CONNECTION AGREEMENT (this “*Agreement*”), dated as of \_\_\_\_\_, 2020 (the “*Effective Date*”), is made by and among Lennar Homes of California Inc., a California Corporation (“*Lennar*”), and Union Sanitary District, a California sanitary district (“*District*”). Lennar and District are referred to herein sometimes each as a “*Party*” and collectively as the “*Parties.*”

### RECITALS

A. District is the owner of two (2) existing 33-inch sewer force mains that are located in part within the Hickory Street right-of-way in the City of Newark, California (“*Existing Force Mains*”). The Existing Force Mains are planned to be replaced with two new force mains located at a different depth and different alignment within the Hickory Street right-of-way than the Existing Force Mains(the “*Replacement Force Mains*”).

B. Lennar is the owner of certain real property located in the City of Newark, California, commonly known as Gateway Station West, Bridgeway, or Tract 8099 (the “*Lennar Property*”). Lennar has received entitlements that authorize the development of a residential subdivision on the Lennar Property (the “*Project*”). At the lowest point of connection to the District's sewer system, the Project proposes construction of a 12-inch gravity sewer line within the Seawind Way right-of-way as shown in the improvement plans for Tract 8099 (Bridgeway) (the “*Permanent Gravity Sewer*”) that crosses the alignment of the Existing Force Mains and the proposed alignment of the Replacement Force Mains within the Hickory Street right-of-way.

C. District standards require the installation of sewer work to begin at the lowest point of connection to the District's sewer system. However, the alignment of the Permanent Gravity Sewer conflicts with the alignment of the Existing Force Mains. Lennar desires not to delay sewer service to the Project until the Replacement Force Mains are put into place and the Existing Force Mains are abandoned.

D. In lieu of waiting for the Existing Force Mains to be abandoned, which would negatively impact sewer service to the Project,

Lennar desires to install, and District desires to permit, a temporary sewer connection within the Seawind Way right-of-way that does not conflict with the Existing Force Mains subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term. The term of the Agreement shall commence upon the Effective Date and shall terminate upon the earlier of (i) acceptance of the Permanent Gravity Sewer by the District; or (ii) June 15, 2021.

2. Temporary Siphon. District agrees to issue a sewer construction permit to Lennar to permit Lennar to install, subject to any approvals required by the City of Newark or the District and the terms and conditions of this Agreement, a temporary siphon connection within the Seawind Way right-of-way that crosses the Hickory Street right-of-way (the “**Temporary Siphon**”) in accordance with the District-approved plans and specifications set forth in **Exhibit A** (the “**Plans**”).

3. Temporary Siphon Construction.

(a) Lennar shall construct, or cause the construction of, at no cost to District, the Temporary Siphon in substantial conformance with the Plans and in conformance with the terms and conditions of the sewer construction permit, including the payment of all fees. The construction of the Temporary Siphon shall be performed in a good and workmanlike manner and in accordance with the requirements of the District. Lennar shall comply with all applicable laws, rules, regulations and orders with respect to the construction of the Temporary Siphon.

(b) The District Engineer is authorized to inspect all work on the Temporary Siphon in order to ensure it is in conformance with the Plans and District requirements. As required by the sewer construction permit, Lennar shall pay the required inspection fee.

(c) Upon completion of the Temporary Siphon, Lennar shall provide a written request to the District Engineer for the final inspection of the Temporary Siphon. District Engineer shall perform an inspection of the Temporary Siphon within a reasonable time after Lennar’s request. Within 10 days of an inspection that demonstrates Lennar has satisfactorily completed the Temporary Siphon, as determined in District’s reasonable discretion, the District Engineer shall provide written confirmation that the Temporary Siphon has been satisfactorily completed. Upon such confirmation, District shall coordinate with the City of Newark, to the extent reasonably necessary to permit Project flows to use the Temporary Siphon. The Temporary Siphon and any upstream Project gravity sewer mains shall be the property of Lennar.

4. Maintenance of Temporary Siphon. District agrees to perform maintenance on the private Temporary Siphon at the request of and subject to payment by Lennar. Maintenance shall be in accordance with the maintenance plan attached as **Exhibit B** to this Agreement (the “**Maintenance Obligations**”). Prior to the completion of construction of the Temporary Siphon, Lennar shall deposit the amount of \$20,000 (“**Maintenance Deposit**”) with District, as a reasonable estimate of District’s maintenance costs. District shall maintain an accounting of its costs and expenses, which shall be withdrawn from the Maintenance Deposit. Lennar shall replenish the Maintenance Deposit at the District’s request if the deposit amount is not adequate to reimburse District’s costs. Any remaining funds after completion of the work shall be returned to Lennar. District’s contractual agreement to perform the Maintenance Obligations shall not be interpreted as District’s exercise of dominion and control over the Temporary Siphon. The Parties agree that the Temporary Siphon is a private improvement and that Lennar

remains the owner of the Temporary Siphon and liable for any and all costs and liabilities associated with the Temporary Siphon.

5. Indemnity and Hold Harmless. Lennar shall indemnify, defend and hold harmless the District, its officers, directors, partners, agents, representatives, consultants, contractors, subcontractors, and employees from and against any and all losses, claims, liens, demands, liabilities, causes of action, judgements, costs, damages, suits and expenses, including reasonable attorney's fees and costs, of any nature, kind or description, including without limitation personal injury or death, and property damage, arising out of or in connection with the activities of the Lennar, or its employees or agents, under this Agreement, including without limitation the performance of the Maintenance Obligations and construction of the Temporary Siphon, except to the extent of District's gross negligence or willful misconduct. This indemnity and hold harmless shall survive termination or expiration of this Agreement.

6. Timing of Permanent Sewer Connection. Lennar shall commence construction of the Permanent Gravity Sewer within three (3) months after the District provides notice to Lennar that the Replacement Force Mains have become operational and shall complete construction and have received acceptance by the District, which acceptance shall not be unreasonably withheld, conditioned or delayed, of the Permanent Gravity Sewer within two (2) months after the commencement of construction. Such construction shall be in accordance with the terms and conditions of Sewer Construction Permit PTS8639. Within two (2) months after the completion of the Permanent Gravity Sewer, all Project sanitary sewer flows shall be diverted from the Temporary Siphon to the Permanent Gravity Sewer.

7. Insurance. In addition to the insurance required by the sewer construction permits for the Temporary Siphon and the Permanent Gravity Sewer, Lennar and its contractor shall maintain a commercial general liability policy with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. Lennar and its contractor shall also take out and maintain a comprehensive automobile liability policy in an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Lennar and its contractor shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance of One Million Dollars (\$1,000,000) per accident.

Any deductibles or self-insured retentions over \$100,000 must be declared to and approved by the District. Companies writing the insurance required hereunder shall be authorized to do business in the State of California. The commercial general liability and comprehensive automobile required hereunder shall name the District and its respective officers, officials, agents, employees, and representatives as additional insureds with respect to liability arising out of this Agreement.

Lennar shall furnish District with a certificate of insurance evidencing the required insurance coverage and a duly executed endorsement evidencing such additional insured status. At least thirty (30) days advance written notice of any such material change, cancellation or termination will be provided per the terms of the policy. The required certificate and endorsement shall be furnished by Lennar to District prior to commencement of construction of the Temporary Siphon.

8. Force Majeure Delay; Extension of Times of Performance. Subject to the limitations set forth below, the term of this Agreement and the time within which either Party shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock outs, and other labor difficulties; Acts of God; unusually severe weather, but only to the extent that such weather or its effects (including, without limitation, dry out time) result in delays that cumulatively exceed twenty (20) days for any winter season occurring after commencement of construction of the Temporary Siphon or Permanent Gravity Sewer; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; any development moratorium or any action of other public agencies that regulate land use, development, or the provision of services that prevents, prohibits, or delays construction of the Temporary Siphon or Permanent Gravity Sewer (each a “**Force Majeure Delay**”). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. Notice by the Party claiming such extension must be sent to the other Party within fifteen (15) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the District Engineer and Lennar.

9. Default. Subject to any extensions of time by mutual consent of the Parties in writing or pursuant to Section 8, any failure by either Party to perform any material term or provision of this Agreement shall constitute an “*Event of Default*,” (i) if such defaulting Party does not cure such failure within thirty (30) days following written notice of default, where such failure is of a nature that can be cured within such thirty (30) day period, or (ii) if such failure is not of a nature which can be cured within such thirty (30) day period, the defaulting Party does not within such thirty (30) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Any notice of default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the Event of Default, the facts constituting evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in default for purposes of (a) termination of this Agreement, or (b) institution of legal proceedings related to the alleged default. In the Event of Default, the non-defaulting Party may bring any action at law, including an action for specific performance, against the defaulting Party. In addition, in an Event of Default by Lennar, District may withhold any sewer permits or acceptance of sewer improvements until the Event of Default is cured to District’s satisfaction.

10. Assignability. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assignees of the Parties hereto; Lennar may assign all of its rights, duties and obligations under this Agreement to any person or entity acquiring fee simple title to any portion of the Lennar Property. Lennar shall be immediately released from its obligations under this Agreement upon such assignment so long as: (i) Lennar was not in default of this Agreement at the time of conveyance, (ii) Lennar provided to District prior written notice of such transfer, and (iii) the transferee executes and delivers to District a written assumption agreement in which: (1) the name and address of the transferee is set forth, and (2) the transferee

expressly assumes the obligations of Lennar under this Agreement. Failure to deliver a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement. Nothing herein contained shall be deemed to grant to District discretion to approve or deny any such transfer.

11. Governing Law. The laws of the State of California, without reference to its choice of laws principles, shall govern this Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original including copies sent to a Party as a “pdf” file attachment to electronic mail) and all of which shall constitute one and the same instrument.

13. Authority to Sign. Lennar and District hereby represent that the persons executing this Agreement on behalf of Lennar and District, respectively, have full authority to do so and to bind Lennar and District to perform pursuant to the terms and conditions of this Agreement.

14. Interpretation. Each Party and its counsel has reviewed and revised this Agreement and any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party or the party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection herewith.

15. Time is of the Essence. Time is of the essence as to every term and condition of this Agreement.

16. Notices. All notices shall be in writing and delivered by messenger, overnight courier, or first-class mail to the addresses set forth below and shall be deemed received the same business day personally delivered, or the next business day after deposit with a reputable overnight courier, on the second day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

If to Lennar:

Lennar Homes of California  
2603 Camino Ramon, Suite 525  
San Ramon, CA 94583  
Attn: Chad Kiltz

If to District:

Union Sanitary District  
5072 Benson Road  
Union City, CA 94587  
Attn: Rollie Arbolante, P.E.

Telephone: (925) 327-8301  
Email: Chad.Kiltz@Lennar.com

Principal Engineer  
Telephone: (510) 477-7500  
Email: rolliea@unionsanitary.ca.gov

IN WITNESS WHEREOF, this Agreement is executed and delivered by the parties as of the Effective Date.

*[signatures appear on the next page]*

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

**“District”**

Union Sanitary District,  
a California sanitary district

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

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

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

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

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

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

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

**“Lennar”**

Lennar Homes of California Inc.,  
a California corporation

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

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

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

**Exhibit A**

**Temporary Siphon Plan**

[Attached]

## **Exhibit B**

### **Maintenance Obligations**

#### **MAINTENANCE NOTES:**

1. THE MAINTENANCE ENTITY WILL BE UNION SANITARY DISTRICT.
2. THE AUTOMATED FLUSHING CONNECTION SHOWN ON THE PLANS IS CAPABLE OF FLUSHING CLEAN WATER INTO THE SIPHON AT FREQUENCIES AND DURATIONS TO BE DETERMINED BY USD. USD STAFF SHALL PROGRAM THE ELECTRONIC TIME SWITCH AS DESIRED TO ACCOMPLISH AUTOMATED FLUSHING. ALSO MECHANICAL TRAVEL STOPS IN THE VALVE ACTUATOR MAY BE POSITIONED BY USD STAFF TO RESTRICT THE MAXIMUM FLOW OF THE AUTOMATED FLUSHING SYSTEM IF NECESSARY.
3. IT IS ANTICIPATED THAT USD WILL CLEAN THE SIPHON BY JETTING AT A FREQUENCY OF ONCE PER MONTH.
4. THE AUTOMATED FLUSHING CONTROLLING IS TO BE PROGRAMMED BY THE CONTRACTOR ACCORDING TO A FLUSHING SCHEDULE TO BE DETERMINED BY USD. THE CONTRACTOR SHALL PROVIDE TRAINING FOR PROGRAMMING THE SWITCH TO USD.

#### **CONSTRUCTION NOTES:**

- ① PROPOSED 12" TEMPORARY INVERTED SIPHON SEWER PIPE UNDER BOTH PARALLEL FORCE MAINS. TO BE ABANDONED PER USD STANDARDS WHEN GRAVITY SEWER IS CONSTRUCTED BETWEEN MANHOLES.
- ② FUTURE 10" GRAVITY SEWER PIPE WILL BE CONSTRUCTED BY OTHERS PRIOR TO THE EXISTING SIPHON PIPE BEING ABANDONED.
- ③ THE METHOD OF CONSTRUCTION SHALL BE HORIZONTAL DIRECTIONAL DRILL. OPEN CUT WILL NOT BE ALLOWED. THE CONTRACTOR SHALL SUBMIT QUALIFICATIONS FOR REVIEW AND APPROVAL BY USD. QUALIFICATIONS SHALL INCLUDE AT LEAST THREE PROJECTS OF SIMILAR SIZE AND MATERIAL. A BORE PLAN AND PROFILE SHALL ALSO BE SUBMITTED FOR USD REVIEW AND APPROVAL PRIOR TO PERFORMING WORK.
- ④ SIPHON PIPE MATERIAL SHALL BE HDPE (PE4710), DR 26, IPS.
- ⑤ 2" PVC ELECTRICAL CONDUIT, CAP BOTH ENDS. OWNER WILL COORDINATE A 120V POWER SERVICE TO THE ELECTRONIC TIME SWITCH.
- ⑥ ALL CONSTRUCTION DEPICTED ON THIS SHEET SHALL BE ACCOMPLISHED ACCORDING TO UNION SANITARY DISTRICT AND ALAMEDA COUNTY WATER DISTRICT STANDARDS.



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

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

Karen W. Murphy  
*Attorney*

**JULY 13, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 13**

**TITLE:** Board Direction Regarding General Manager's Check-in Board Workshop  
*(This is a Direction Item)*

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

**Recommendation**

Information only.

**Previous Board Action**

None.

**Background**

General Manager Eldredge will provide an update on the General Manager's Check-in Board Workshop for Board Direction.



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

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

Karen W. Murphy  
*Attorney*

**JULY 13, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM #14**

**TITLE: LEGISLATIVE UPDATE ON REGIONAL ISSUES OF INTEREST TO THE BOARD  
(*This is an Information Item*)**

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

**Recommendation**

Information only.

**Previous Board Action**

October 28, 2019 Board Meeting, the USD Board received a legislative update on regional issues.

**Background**

The Board was last updated on regional issues at its October 28, 2019 meeting. This report will be followed by a report on state and national issues at a future meeting. If there is any additional information or a different format desired by the Board, staff will incorporate feedback into future reports.

Following are summaries of information staff believes would be most significant to the Board. This document contains the most updated information available as of the publishing date of this staff report.

## Regional News:

### Alameda County

- On June 29, County health officials issued a press release announcing the deferment of future considerations to further ease restrictions under the Order to Shelter in Place due to recent increases in COVID-19 case and hospitalization rates in the county and region. This means extending the timeline for the next phase of reopening in Alameda County and pulling back their request for the Board of Supervisors to support a Variance Attestation on June 30<sup>th</sup>.

On May 8th, the Governor outlined a process where counties meeting specific criteria could move more quickly than other parts of the state through Stage 2 of modifying the Stay-at-Home order by filing an Attestation that they have met the readiness criteria specified in the May 8, 2020 COVID-19 County Variance Attestation Form. These counties can move more quickly through Stage 2 opening sectors once state guidance is posted for that sector.

The County's press release noted that to guide reopening, its health officials rely on the following data indicators to measure progress against the pandemic: 1) rates of new cases and hospitalizations, 2) hospital inpatient bed capacity and surge capacity, 3) testing capacity, 4) disease containment capacity, and 5) supply of personal protective equipment for health care providers, and stated "while indicators 2, 3, 4, and 5 have moved in the positive direction or remained stable over the past several weeks, we are seeing unfavorable trends for cases and hospitalizations." The release further noted that the weeks of June 29 and July 6 will be critical for assessing the impact of activities authorized to resume in Alameda County on June 19th, and that the County will continue to closely monitor data to inform next steps regarding reopening and attestation.

- The Metropolitan Transportation Commission's E. I-880 Express Lanes Project began striping of the far-left lanes on I-880 the week of June 8, 2020. The northbound lane begins at Dixon Landing Road at the Fremont/Milpitas border and ends at Llewelling Blvd. in San Leandro. The southbound lane begins at Hegenberger Road in Oakland and ends at Dixon Landing Road.

Monday through Friday, 5:00 a.m. to 8:00 p.m., solo drivers must have a standard FasTrak or FasTrak Flex toll tag (set to "1") to pay tolls to use the lane. Carpools, vanpools, and motorcycles must have a FasTrak Flex toll tag (set in the proper position) to travel toll free or at a discount. Additional vehicle information is on the 511.org website.

- In June, District 1 Supervisor Scott Haggerty and his staff delivered grants of \$5,000 to small businesses located in Livermore, Fremont, Dublin, and Sunol to provide relief from

COVID-19 related revenue loss. The District One Small Business Grant (DOSBG) program, established by Supervisor Haggerty, has been able to allocate a total of \$875,000 of aid to small businesses within the District. The grants will assist business owners in making rent payments, employee payroll, operating expenses or working capital.

- In his June e-newsletter, District 2 Supervisor Richard Valle noted citizen outrage in response to the killing of George Floyd in Minneapolis, Minnesota by a police officer. Supervisor Valle stated that he asked his colleagues to consider forming an inclusive process to address issues around police accountability and racial justice. He thanked Supervisor Nate Miley for “taking on the responsibility of working with local law enforcement and advocates from our community and our community-at-large towards a common ground that speaks to what we have and share collectively, together, for the betterment of the human race and, leading us in the direction of action and change.”
- The Board of Supervisors enacted a County-wide moratorium on evictions beginning March 31, 2020 for 90 days if the County Public Health Emergency is still in effect. The Alameda County Board of Supervisors’ eviction moratorium ensures that all tenants, homeowners, and those living in mobile home parks countywide can shelter-in-place during the crisis. The County noted that “This is not a rent or mortgage strike. You still owe your rent or mortgage.” The amended ordinance allows tenants up to 12 months to repay the overdue rent.
- The Board of Supervisors approved reactivation of the Disaster Relief Fund at its meeting on March 31, 2020. The fund was initially established in response to September 11, 2001. It has been reactivated numerous times in response to tragedies including Hurricane Katrina in 2005, the Northern Japan Earthquake/Tsunami in 2011, the fatal Ghost Ship warehouse fire in Oakland in 2016 and the 2018 California wildfires.

Due to the enormous and varied needs facing the community and the health care systems at this time, the county established two separate funds:

1. A COVID-19 Disaster Relief Emergency Fund that will provide needed services to those directly affected by the pandemic. All monetary contributions will assist residents directly affected by the COVID-19 pandemic. The funds will provide emergency relief to families, youth, and seniors who may need assistance. Support may be provided for needs such as emergency childcare, shelter and food aid, personal protective equipment, continuation of client benefits, emergency relief for community-based partners, and other services directly related to combatting the pandemic.
2. A Disaster Relief Recovery Fund that will accept cash donations to purchase personal protective equipment and other supplies to assist those fighting the pandemic, such as first responders, emergency workers and health care providers. Donations will be accepted from individuals, philanthropy, and businesses.

Donors must designate either the Emergency Relief Fund or Recovery Relief Fund along with donations. Donation instructions are on the [acgov.org](http://acgov.org) website.

- Fremont City Council member Vinnie Bacon and Dublin Mayor David Haubert finished first and second in the race for the Alameda County Supervisor District 1 seat on the March 3, 2020 primary ballot. The District 1 seat will be decided in a runoff election in November since no candidate received over 50 percent of overall ballots, which was required to win the position outright.

Current District 1 Supervisor Scott Haggerty announced in 2019 that he would not seek re-election when his current term expires in January 2021, noting he wanted to spend more time with family. The long-time supervisor has held the post since November 1996 and is serving his sixth four-year term. District 1 covers Dublin and Livermore in the Tri-Valley, as well as Fremont and part of Sunol.

### **Caltrans/Alameda Creek Alliance**

- Alameda Creek Alliance secured a settlement agreement with Caltrans in May to enhance environmental protections during the agency's Niles Canyon Medium-Term Safety Improvements Project in Niles Canyon. Caltrans has agreed to plant additional native riparian trees and remove invasive plants along Alameda Creek after construction of the road safety project. The agreement will result in significant numbers of new sycamore trees being planted along the creek and removal of invasive plants to improve stream habitat for trout and other wildlife.

The project will realign a low-speed curve in Niles Canyon, widen road shoulders on straightaways near Sunol, upgrade guard rails, and remove some trees and utility poles close to the roadway. Caltrans will also install two traffic signals on Highway 84 in Sunol at Main Street and Pleasanton-Sunol Road. The agency already added rock-fall protection systems in the lower canyon, including mesh cable netting and barriers, and will install speed feedback and warning signs at dangerous road locations. The project will likely start construction in winter of 2020 and be completed by the end of 2022.

### **Alameda County Water District (ACWD)**

- The District continues to communicate that ACWD's drinking water is safe from coronavirus and available 24/7. Service disconnections are also halted.
- Information about water quality for businesses, restaurants, churches, and schools reopening following COVID-19 is on ACWD's website to provide guidance on removing stagnant water and preparing a building's plumbing system for consumption.
- ACWD's Alvarado-Niles Pipeline Seismic Improvement Project in Union City is underway. Phase 1 is replacement of about 1.7 miles of the water system on Smith Street and Alvarado-Niles Road between Union City Boulevard and Santa Maria Drive, and on

Alvarado-Niles Road between Almaden Boulevard and Central Avenue. Work is expected to be completed in January 2021. Some after-hours, weekend, and night work will occur. Phase 2 is expected to begin construction in 2021.

- ACWD's Souza Avenue and Concord Street Main Renewal Project in Newark includes open cut trench installation of approximately 5,000 linear feet of 8-inch pipe to replace the aging water infrastructure and improve water service reliability. As part of the installation, existing water service connections and existing fire hydrants will also be replaced. The construction is anticipated to last from Summer 2020 to Winter 2021.

### **Ohlone College**

- The Ohlone College Board of Trustees announced on April 8, 2020 the appointment of Dr. Eric Bishop as its next College president, replacing Dr. Gari Browning who retired in June. Dr. Bishop served as the Associate Superintendent of Student Services and Legislative Engagement for Chaffey College in Rancho Cucamonga, California. In his role at Chaffey, Dr. Bishop oversaw all student services for the college and facilitated the college's government relations—working with local, state, and federal officials on behalf of the college. He is Ohlone College's seventh president.
- At a President's Advisory Committee meeting held prior to her retirement, Dr. Browning discussed Ohlone's development of its next Strategic Plan for 2021-2026. Community representatives were asked to provide input on what Ohlone is doing well and what could be improved as well as suggest possible activities to consider as the new strategic plan is drafted.

### **City of Fremont**

- The City of Fremont is helping small businesses resume outdoor dining and other commercial operations through its new pilot program, Pop Up Patio, to support recently released revised guidelines from the Alameda County Public Health Department for the re-opening of local business activities beginning June 19, 2020. The program offers brick and mortar restaurants and retailers a streamlined permitting process to use outdoor space to conduct business in light of restricted indoor operation regulations necessitated by the COVID-19 pandemic.

Approval for the program is based on small businesses' eligibility. Once approved, restaurants and retailers can prepare adjacent public or private space for respective business services. The pilot will evaluate the use of outdoor space for three different scenarios: on the public sidewalk; within public on-street parking spaces; and within private off-street parking lots.

- On Wednesday, June 10, Mayor Lily Mei and Police Chief Kimberly Petersen held a Virtual Town Hall conversation focusing on policing in the Fremont community.

Additional speakers included City Manager Mark Danaj, Police Captain Sean Washington, and Pastor Bryan Murphy from South Bay Community Church. More than 800 citizens listened to the meeting, which resulted in the development of a broader initiative, Engage Fremont, which will continue to carry out the City's commitment to fostering open dialog with residents. Fremont community members are invited to participate in a series of community engagement activities that will take place this summer to assist the City in identifying community priorities and recommended next steps on the topic of policing and race in the City of Fremont.

The City has hired a third-party contractor, the Public Dialogue Consortium, to facilitate the process, which will include a community survey and several virtual outreach discussions. In addition to the City Manager's Office, the initiative will involve staff from several departments, including Community Services, Human Services, and Police.

- On June 9, 2020, City Council approved adoption of its annual budget, including close to \$94 million for police services, in a virtual meeting. Nearly 100 residents called in to speak about the City's budget priorities, with more than 600 participants noted.

Many callers told the council to "defund" the police department, which is allocated approximately 45 percent of the city's general fund, and use some of that money to invest more in mental health, social, and homeless services, as well as affordable housing. Others strongly supported the police department. Some councilmembers noted the need for changes in policing and supported the idea of a bolstered safety net, but stated there wasn't enough time to drastically rework the city's \$213 million general fund budget, and asked that residents continue to engage over time to make changes.

The FY 2020/21 budget includes projections that Fremont will see a total revenue drop of about \$22 million over the current fiscal year and the upcoming one, largely due to the COVID-19 pandemic, and taps about \$8.6 million in reserves to help avoid layoffs or deep cuts for at least several months.

The budget report says a combination of cutbacks will help tide the city over until later in the year, when assessments about the economic impact of the pandemic can be made with more data.

Fremont has a hiring freeze in place for non-essential vacant positions and will delay recruitment on some fire and police positions, as well as hold off on sending about \$5 million in general fund money to capital improvement projects like street repairs.

- The City of Fremont and Fremont Chamber of Commerce, in partnership with eGift Card platform [Yiftee](#), has launched [Gift Fremont](#). This online program encourages community members to purchase gift cards in support of participating Fremont-based businesses, with an added incentive from the City. The online marketplace will allow local small businesses, such as mom and pop shops, family-run restaurants, and local

boutiques, to market their products and services to the Fremont community and give residents the ability to purchase eGift cards in support of the local businesses. To encourage community participation in the program, the City set aside an initial funding of \$5,000 which will be used, in part, to offer a bonus on gift card purchases: a \$5 bonus on purchased gift cards valued at \$20 or more, or a \$15 bonus on purchased gift cards valued at \$40 or more. A \$5,000 donation from Seagate Technologies added additional funding to the program.

- Construction of the City's Temporary Housing Navigation Center (HNC), located in the rear parking lot of Fremont City Hall, continues to progress and is expected to be complete by the end of July 2020.
- On May 12, 2020, City Council unanimously approved a COVID-19 aid package targeting Fremont renters and small businesses whose incomes have been adversely impacted by the Coronavirus pandemic response. The aid package consists of two programs:
  1. Fremont Cares Rent Relief Program will provide \$400,000 in rental assistance. Households that qualify may receive up to three months of rental assistance beginning March 17, 2020, the date of the first Shelter-in-Place Order issued by the Alameda County Health Officer.
  2. Fremont Small Business Relief Grant Program will provide up to \$400,000 to small businesses in \$5,000 or \$10,000 grants.
- The City's Development Service Center reopened Monday, May 11, 2020. To align with the revised Shelter in Place Order issued by the Alameda County Public Health Department on April 29, 2020 to continue to limit the spread of Coronavirus Disease 2019 (COVID-19), the City is allowing construction projects to proceed in Fremont as long as the projects comply with the Construction Project Safety Protocols included in the Order. The Center's services and staffing are limited. At this time, the following services are offered:
  - Issuing planning, building, and engineering permits
  - Delivering project plans
  - Accepting permit applications
  - Providing technical assistance and general information for planning, building, and engineering services
- The City's Community Development Department launched online payments for City permit fees. Applicants can use the City's online permitting portal, Citizen Access, to pay for planning, building, fire, and engineering permits. Visa or Mastercard are accepted, with a maximum payment transaction limit of \$5,000 allowed.

With the addition of this new service, the process for most permits can now be completed entirely online. Through Citizen Access, applicants can submit a pre-application for a new permit request, pay permit fees, look up permitting information on a specific property, check on the status of a permit, and request a building inspection.

### **City of Newark**

- Newark's City Manager recently advised the City Officials and Management, Supervisory, and Professional Employee Group of the elimination of their total compensation and salary range increase of 1.5% scheduled for July 1, 2020. The 1.5% total compensation and salary range increase of 1.5% scheduled for July 1, 2020 for the City Manager was eliminated as well. Other employee bargaining groups which are not represented by external formal unions also agreed to forgo the salary increase. It was noted that a significant decline in sales tax revenue, transient occupancy tax revenue, and revenue from City fees was a result of the Shelter in Place orders, and the City is currently projecting deficits of greater than \$7 million for fiscal years 2020-21 and 2021-22.
- At its May 28, 2020 meeting, council heard the results of public opinion research assessing community interest for an extension of the existing City of Newark Utility Users Tax (UUT) that is set to expire at the end of December, 2020. The tax rate is 3.25% and currently generates between \$2.7 million to \$3 million per year. After the presentation, council directed staff to return to a future City Council meeting with the necessary actions to place a measure on the November 3, 2020, ballot to extend the City of Newark Utility Users Tax beyond this year. The tax is levied on telecommunications, video, gas, and electricity services.
- At its March 26 meeting, Council adopted an Urgency Ordinance Enacting a Temporary Moratorium on Evictions Due to Nonpayment of Rent for Residential and Commercial Tenants Where the Failure to Pay Rent is From Income Loss Resulting From the Novel Coronavirus (COVID-19).

### **City of Union City**

- On June 23, 2020, the City Council approved the establishment of the Policing and Community Engagement Committee, which convened its first meeting on Thursday, June 25 at 6:30 pm via virtual teleconference. The purpose of the committee is to create and implement a community engagement plan regarding policing in Union City in response to the national and local events surrounding the death of George Floyd. The formation of the committee follows a virtual town hall held on June 4, which brought together Police Chief Jared Rinetti, Mayor Carol Dutra-Vernaci, Reverend Brown of Brown Temple Church, and Adrian Valadez of Youth and Family Services. At the town

hall, Mayor Dutra-Vernaci announced that she had signed the Obama Foundation's Commit to Action pledge on June 3 committing the City to review its police use of force policies and engage the community about them.

Vice Mayor Emily Duncan leads the committee, with Councilmember Pat Gacoscos and three Human Relations Commissioners serving. Vice-Mayor Duncan noted, "This is a critical time for us to strengthen the community's trust and relationship with our police organization." Citizens were encouraged to call in to the virtual meeting and subsequent meetings to provide input.

- In June, the City announced a proposal to utilize federal CARES Act funding to support a Small Business Rental / Mortgage Assistance Program and the City's CAREavan program, which helps families and individuals who are temporarily homeless/living in their vehicles with a safe place to park overnight. These funds are part of the City's COVID-19 Response Funding Plan, which programs approximately \$556,000 worth of federal and regional grant funding, to support the community during this time.

The City was required to prepare an amendment to its federal Community Development Block Grant FY 19-20 Annual Action Plan and Citizen Participation Plan in order to receive the funds. The amendment was approved after a public hearing during the June 23, 2020 virtual City Council meeting.

In addition to the programs listed above, the Council also earmarked approximately \$190,000 in funds for a Residential Rental Assistance Program and \$50,000 for a Food Security Grant Program to support non-profits that provide food to the City's most vulnerable residents. It is anticipated that all programs will be up and running by mid-August 2020.

- On June 12, 2020, The City noted that the shelter-in-place order has caused a significant loss of revenues to the City's General Fund. With significant declines in sales tax, business license tax, transit-occupancy tax and parking revenue, the City is anticipating a \$4 million impact to the Fiscal Year 2020/2021 budget.

As a short-term stabilizing measure, the City decided to discontinue its annual subsidy of \$310,000 to the Alameda County Library located adjacent to City Hall. The library has been closed since the beginning of the pandemic, but the subsidy previously helped to keep the library open an additional 20 hours a week. In addition, the City Council will consider permanent reductions to recreation services, which also stem from recreation center closures and cancellations due to the COVID-19 pandemic.

The City noted that it is performing a comprehensive fiscal analysis to understand how COVID-19 will impact the City's seven-year financial outlook. A City Council budget workshop will take place in early August to discuss the seven-year outlook and further explore stabilizing measures. The budget workshop will be followed up with a strategic

plan retreat on August 13, 2020 to reassess city priorities, discuss new norms for the city and re-envision the future of city services.

### Development Summary

- Below is a summary of information regarding development in USD’s service area. This information is the most up to date available as of the publishing date of this staff report.

	Planning			Entitled			Under Construction		
	Fremont	Union City	Newark	Fremont	Union City	Newark	Fremont	Union City	Newark
Single Family Dwelling Units	69	9	510	28	33	223	198	1	746
Multi-Family Dwelling Units	1,893	1,513	280	738	0	459	4,137	64	443
Comm/Ind (SQ FT)	502,906	44,501	8,300	1,292,183	16,265	29,292	1,326,968	5,032	453,322

- MFD Includes Duplex, Triplex, Townhomes, Condos, Apartments, Hotel rooms
- Planning (Future) = Has not been received by USD yet but has reached out to the Cities for planning
- Entitled (In review) = Has been received by USD, is either in plan review or has been approved, but has NOT paid any capacity fees
- Under Construction (Permitted) = Has been received by USD, has been approved and has paid capacity fees



## Summary of the EBDA Commission Meeting Thursday, June 18, 2020, at 9:30 a.m.

- Commissioners Cutter, Handley, Johnson, Lamnin, and Walters were present. This meeting was conducted telephonically and the dial-in information for the meeting was provided in the agenda.
- Commissioner Walters moved to approve the Commission Meeting Minutes of May 21, 2020, List of Disbursements for May 2020, and the May 2020 Treasurer's Report. The motion was seconded by Commissioner Handley and carried 5-0.
- The Commission unanimously approved the reports from the Managers Advisory, Financial Management, and Operations & Maintenance. The following items were discussed:
- **General Managers Report** - The General Manager (GM) provided an update on the Hayward Area Shoreline Protection Agency (HASPA) Shoreline Master Plan. East Bay Regional Park District staff briefed their Executive Committee on June 4th on design alternatives for the Master Plan, and the HASPA team will be presenting the alternatives to the HASPA board on July 9th. The Master Plan alternatives include a potential Horizontal Levee Project at Oro Loma Marsh, consistent with the "First Mile" project that EBDA has been working on under a grant from EPA. A request for proposals for a design and permitting consultant will be released later this summer for this project. The GM reported she will be part of the Project Implementation Working Group for the Bay Conservation and Development Commission (BCDC)'s BayAdapt program. BayAdapt is an initiative to establish regional agreement on the actions necessary to protect people and the natural and built environment from rising sea levels. The goal of BayAdapt is to develop a regional action plan later this calendar year, and the GM will provide updates to the Commission. The GM will also speak at a workshop sponsored by BCDC and the Regional Water Board on shoreline adaptation funding on July 8th on behalf of the wastewater community.
- **Managers Advisory Committee (MAC)** The GM reported that at the MAC meeting on June 11, 2020, the managers reviewed the Commission agenda package, discussed the LAVWMA negotiation, and reviewed the brine project opportunity and Brine Policy, including revenue allocation schemes.
- **Financial Management Committee** met on June 15, 2020 and reviewed the May List of Disbursements and Treasurer's Report, discussed the status and terms for the brine project opportunity, and reviewed the draft Brine Policy. The GM relayed details of the draft Term Sheet for the brine project opportunity. Testing to date has shown that when blended with EBDA's effluent, the brine is unlikely to cause regulatory compliance issues.

The GM reviewed the Brine Policy update, which includes verbiage specifying allocation of any revenue for the member agencies would be determined on a case-by-case basis. The Committee recommends adding Bay protection to the Brine Policy's purpose. The term sheet for the brine project and the Brine Policy will be brought back for adoption next month.

LAVWMA has agreed to the terms of the six-month extension. The GM will meet with LAVWMA to discuss the term sheet for the new agreement next week.

- **Regulatory Affairs Committee** met on June 17, 2020 and discussed key regulatory developments. The GM reviewed NPDES Compliance for April and preliminary data for May. The GM relayed that EBDA is currently working on an RFP for the Disinfection Master Plan to optimize chlorine dosing and prevent bacteria outbreaks. The Committee discussed the status of the Basin Plan Amendment for Total Residual Chlorine, which will greatly reduce EBDA's sodium bisulfite dosing. The GM expects the new requirements to be in place for FY 2020/2021. The Committee also reviewed the Bay Area Clean Water Agencies (BACWA) Key Regulatory Issue Summary, and in particular, issues related to PFAS. Finally, the Committee reviewed data submitted to the State Water Resources Control Board on member agencies' water recycling volumes for 2019.
- **Operations and Maintenance (O&M) Committee** met on June 16, 2020 and discussed the status of EBDA facilities. The O&M Manager provided an update on current projects. At HEPS, staff training will take place on the new pump station valves and the equipment inside the MCC building along with thermographic imaging and stress testing of the electrical equipment. SLEPS had an emergency generator failure during routine testing; a new sensor was order but failed to fix the issue. A service call is scheduled to trouble shoot the generator failure. A portable generator was ordered and is connected in the meantime. For Skywest, an emergency repair of the bridge approach was completed on June 4th in response to last month's recycled water pipeline leak. An insurance claim is being filed to help recover costs of the repair. Any increase in annual insurance premiums would be paid out of EBDA's current Skywest fund.

The GM gave an update on current COVID-19 safety practices for Authority staff, as well as EBDA's potential involvement in conducting influent testing for the SARS-CoV-2 virus in wastewater. Virus levels in influent could be useful in understanding and predicting community outbreaks of COVID-19. Research and efforts to scale up this practice, known as wastewater-based epidemiology, are underway. Standardization of testing, analysis of data, and the capacity for timely processing of samples will require funding. CASA has sent a letter to the CDC requesting funding and requested member agencies follow suit. The GM will send a letter on behalf of EBDA and the member agencies.

The GM gave an update on the AQPI project. Staff from the Bay Planning Coalition met last week with staff from speaker Pelosi's office regarding potential funding of the AQPI Project as part of an upcoming infrastructure funding package. A letter requesting funding on behalf of EBDA and other local water, wastewater, and flood control partners is being submitted.

- **Report from the Personnel Committee**

The Personnel Committee met on June 15, 2020 and received a briefing from legal counsel on recent changes to the Brown Act, including changes made by Executive Orders in response to shelter in place orders. The Committee discussed the Compensation Plan for Fiscal Year 2020/2021, and in particular, the cost of living adjustment (COLA). The Committee recommends approval of the Compensation Plan including the 2.5% COLA based on the consumer price index (CPI). The Committee further recommends that the Personnel Plan be updated to state that the COLA will be based on CPI with a floor of 0% and a ceiling of 4%. The floor and ceiling would be reevaluated every three years. The Commission recommended verbiage making clear that this stipulation may be revised based on current conditions

at any time. The Personnel Plan will be brought forth in August for adoption with the recommended changes.

The Committee also recommends approval of the Rules of the Commission with one addition to note that the Vice Chair generally assumes the Chair position. The GM noted that per the new Rules commencing in July, resolutions will be reserved for Policy related items and motions will serve to approve items previously approved via resolutions.

- **Resolution Extending the Authority’s Master Agreement with Livermore-Amador Valley Water Management Agency Until No Later Than January 1, 2021**

Chair Cutter moved to approve the Resolution extending the Authority’s master agreement with LAVWMA. The motion was seconded by Commissioner Walters and carried unanimously, 5-0 by roll call vote.

Ayes: Commissioners Lamnin, Walters, Handley, Johnson, Chair Cutter.  
Noes: None  
Absent: None  
Abstain: None

- **Resolution Approving the Renewal and Replacement Fund Project List for Fiscal Year 2020/2021**

Commissioner Walters moved to adopt the Resolution approving the RRF Project List for FY 2020/2021. The motion was seconded by Commissioner Johnson and carried unanimously, 5-0 by roll call vote.

Ayes: Commissioners Lamnin, Walters, Handley, Johnson, Chair Cutter.  
Noes: None  
Absent: None  
Abstain: None

- **Resolution Authorizing the General Manager to Exercise a One-Year Option to Extend the Authority’s Purchase Order with Univar Solutions USA, Inc. for Sodium Bisulfite 25% Solution in FY 2020/2021 in the Amount of \$250,000**

Chair Cutter moved to adopt the Resolution authorizing the GM to exercise a one-year option to extend the Authority’s purchase order with Univar Solutions USA, Inc. in the amount of \$250,000. The motion was seconded by Commissioner Handley and carried unanimously, 5-0 by roll call vote.

Ayes: Commissioners Lamnin, Walters, Handley, Johnson, Chair Cutter.  
Noes: None  
Absent: None  
Abstain: None

- **Resolution Authorizing the General Manager to Issue a Purchase Order to Buckles-Smith in the Amount of \$15,372 for a New Variable Frequency Drive Transformer and Field Service for Effluent Pump No. 2 at the Alvarado Effluent Pump Station**

Commissioner Walters moved to adopt the Resolution authorizing the GM to issue a purchase order to Buckles-Smith in the amount of \$15,372. The motion was seconded by Commissioner Handley and carried unanimously, 5-0 by roll call vote.

Ayes: Commissioners Lamnin, Walters, Handley, Johnson, Chair Cutter.  
Noes: None  
Absent: None  
Abstain: None

- **Resolution Authorizing the General Manager to Execute a Transfer Agreement with the City of San Leandro**

Chair Cutter moved to adopt the Resolution authorizing the GM to execute a transfer agreement with the City of San Leandro. The motion was seconded by Commissioner Johnson and carried unanimously, 5-0 by roll call vote.

Ayes: Commissioners Lamnin, Walters, Handley, Johnson, Chair Cutter.  
Noes: None  
Absent: None  
Abstain: None

- **Resolution Adopting Rules of the Commission**

Commissioner Handley moved to approve the Resolution adopting Rules of the Commission. The motion was seconded by Commission Walters and carried unanimously, 5-0 by roll call vote.

Ayes: Commissioners Lamnin, Walters, Handley, Johnson, Chair Cutter.  
Noes: None  
Absent: None  
Abstain: None

- **Motion to Accept Committee Appointments and Calendar for FY 2020/2021**

The GM thanked Commissioner Handley for his service and dedication during his term and welcomed incoming Commissioner Toy as this year's Committee appointments conclude. Commissioner Johnson moved to accept the committee appointments and calendar for FY 2020/2021. The motion was seconded by Commissioner Lamnin and carried unanimously, 5-0 by roll call vote.

Ayes: Commissioners Lamnin, Walters, Handley, Johnson, Chair Cutter.  
Noes: None  
Absent: None  
Abstain: None

- **Resolution Adopting the Fiscal Year 2020/2021 Compensation Plan**

Chair Cutter moved to approve the Resolution adopting the Fiscal Year 2020/2021 Compensation Plan. The motion was seconded by Commission Johnson and carried unanimously, 5-0 by roll call vote.

Ayes: Commissioners Lamnin, Walters, Handley, Johnson, Chair Cutter.  
Noes: None  
Absent: None  
Abstain: None

- **Items from Commission and Staff** - Commissioner Johnson provided an update on his grandson, who successfully walked to receive his high school diploma this month, a huge accomplishment given his prior sustained injury.



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

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

Karen W. Murphy  
*Attorney*

**JULY 13, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 16**

**TITLE:** COVID-19 Update *(This is an Information Item)*

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

**Recommendation**

Information only.

**Previous Board Action**

None.

**Background**

General Manager Eldredge will provide an update on the District's COVID-19 response and staffing levels.

**UNION SANITARY DISTRICT  
CHECK REGISTER  
06/13/2020-06/30/2020**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
174921	6/25/2020	143	200333	OVERAA	PRIMARY DIGESTER NO. 7	\$1,152,516.25	\$1,152,516.25
174851	6/25/2020		3032016	ALAMEDA COUNTY TREASURER	ELECTION COSTS	\$173,032.01	\$173,032.01
174870	6/25/2020	143	187695	CAROLLO ENGINEERS	PRIMARY DIGESTER NO. 7	\$69,754.11	\$165,865.83
	6/25/2020	143	188038		AERATION BLOWER 11 (HIGH SPEED)	\$2,087.44	
	6/25/2020	143	188003		PROJECT SPECIFICATION UPDATE PROJECT	\$26,386.06	
	6/25/2020	143	188166		PRIMARY DIGESTER NO. 2 REHABILITATION	\$9,336.27	
	6/25/2020	143	187772		WAS THICKENERS	\$51,247.00	
	6/25/2020	143	187975		ALVARADO INFLUENT PS PUMPS AND VFDS	\$7,054.95	
174829	6/18/2020	110	170120200608	PACIFIC GAS AND ELECTRIC	SERV TO 05/20/2020 PLANT	\$77,324.43	\$78,054.13
	6/18/2020	110	892820200608		SERV TO 06/01/20 HAYWARD MARSH	\$63.18	
	6/18/2020	170	898220200608		SERV TO 06/01/20 FREMONT PS	\$259.84	
	6/18/2020	170	666720200608		SERV TO 06/01/2020 PASEO PADRE PS	\$406.68	
174941	6/25/2020	143	220128	TANNER PACIFIC INC	ALVARADO INFLUENT PS PUMPS AND VFDS	\$49,410.00	\$64,687.50
	6/25/2020	143	220129		PRIMARY DIGESTER NO. 2 REHABILITATION	\$15,277.50	
174922	6/25/2020	143	200333E	OVERAA	PRIMARY DIGESTER NO. 7 - ESCROW PYMT	\$60,658.75	\$60,658.75
174920	6/25/2020	121	13563099	CITY OF NEWARK	CITY OF NEWARK OVERLAY 2019 - PROJECT 1227	\$58,860.00	\$58,860.00

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174831	6/18/2020	110	1458304	POLYDYNE INC	46,520 LBS CLARIFLOC C-6267	\$51,785.80	\$57,442.64
	6/18/2020	110	1457496		41,500 LBS CLARIFLOC WE-539	\$5,656.84	
174793	6/18/2020	143	11373546	BROWN & CALDWELL CONSULTANTS	PRIMARY DIGESTER NO. 7	\$45,912.67	\$45,912.67
174804	6/18/2020	110	904462038	EVOQUA WATER TECHNOLOGIES	2368 GALS HYDROGEN PEROXIDE	\$13,046.38	\$37,497.33
	6/18/2020	110	904460749		4438 GALS HYDROGEN PEROXIDE	\$24,450.95	
174946	6/25/2020	110	48618525	UNIVAR SOLUTIONS USA INC	4899.8 GALS SODIUM HYPOCHLORITE	\$3,539.50	\$34,467.24
	6/25/2020	110	48604801		4498.1 GALS SODIUM HYPOCHLORITE	\$3,249.32	
	6/25/2020	110	48606186		4922.4 GALS SODIUM HYPOCHLORITE	\$3,555.83	
	6/25/2020	110	48618526		4699.6 GALS SODIUM HYPOCHLORITE	\$3,394.89	
	6/25/2020	110	48612306		4499.4 GALS SODIUM HYPOCHLORITE	\$3,250.27	
	6/25/2020	110	48607678		4798.5 GALS SODIUM HYPOCHLORITE	\$3,466.33	
	6/25/2020	110	48620068		4900 GALS SODIUM HYPOCHLORITE	\$3,539.65	
	6/25/2020	110	48609247		4897.8 GALS SODIUM HYPOCHLORITE	\$3,538.07	
	6/25/2020	110	48620069		4700.1 GALS SODIUM HYPOCHLORITE	\$3,395.25	
	6/25/2020	110	48615497		4897.9 GALS SODIUM HYPOCHLORITE	\$3,538.13	
174844	6/18/2020		533620200522	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - MAY 2020	\$30,898.71	\$30,898.71
174943	6/25/2020	143	1456069	THATCHER CO OF CALIFORNIA INC	THATCHER SETTLEMENT AGREEMENT AND MUTUAL RELEASE	\$30,000.00	\$30,000.00
174906	6/25/2020	143	6600102	LEE & RO INC	CALCIUM THIOSULFATE CHEMICAL TANK	\$27,050.35	\$27,050.35
174880	6/25/2020	110	904487321	EVOQUA WATER TECHNOLOGIES	4340 GALS HYDROGEN PEROXIDE	\$23,911.02	\$23,911.02

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174796	6/18/2020	150	254743	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - APR 2020	\$20,554.20	\$20,554.20
174903	6/25/2020	110	9017675613	KEMIRA WATER SOLUTIONS INC	45,920 LBS FERROUS CHLORIDE	\$6,559.05	\$19,832.04
	6/25/2020	110	9017675614		46,480 LBS FERROUS CHLORIDE	\$6,686.61	
	6/25/2020	110	9017676308		45,680 LBS FERROUS CHLORIDE	\$6,586.38	
174817	6/18/2020		2016022982	ICONIX WATERWORKS INC	60 MANHOLE FRAMES & COVERS	\$14,135.37	\$14,135.37
174819	6/18/2020	110	9017674236	KEMIRA WATER SOLUTIONS INC	47,760 LBS FERROUS CHLORIDE	\$6,959.88	\$14,019.98
	6/18/2020	110	9017674722		48,480 LBS FERROUS CHLORIDE	\$7,060.10	
174843	6/18/2020	110	48597948	UNIVAR SOLUTIONS USA INC	4700.1 GALS SODIUM HYPOCHLORITE	\$3,395.25	\$13,942.90
	6/18/2020	110	48599811		4900.9 GALS SODIUM HYPOCHLORITE	\$3,540.30	
	6/18/2020	110	48597947		4900 GALS SODIUM HYPOCHLORITE	\$3,539.65	
	6/18/2020	110	48601294		4800.4 GALS SODIUM HYPOCHLORITE	\$3,467.70	
174897	6/25/2020	173	20825147	INFOR PUBLIC SECTOR, INC	SEWER INSPECTION DATA CORRECTION SERVICES	\$13,160.00	\$13,160.00
174948	6/25/2020	143	19445	V&A CONSULTING ENGINEERS	CATHODIC PROTECTION IMPROVEMENTS	\$12,980.00	\$12,980.00
174875	6/25/2020		10390318529	DELL MARKETING LP C/O DELL USA	FY20 LAPTOPS	\$12,949.62	\$12,949.62
174865	6/25/2020	123	204348	BULLDOG HOSE COMPANY LLC	14 WAT-HOG HOSES	\$11,396.82	\$11,396.82
174953	6/25/2020	170	4140625	WESTERN ENERGY SYSTEMS	1 COGEN INTERCOOLER	\$10,995.01	\$10,995.01
174782	6/18/2020	110	4071036120200520	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 05/15/20-BENSON ROAD	\$10,830.63	\$10,830.63

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174886	6/25/2020		9551887905	GRAINGER INC	ASTD PARTS & MATERIALS	\$161.34	\$10,298.79
	6/25/2020	170	9540427540		ASTD PARTS & MATERIALS	\$170.08	
	6/25/2020	111	9546880114		ASTD PARTS & MATERIALS	\$60.89	
	6/25/2020		9550535133		ASTD PARTS & MATERIALS	\$267.79	
	6/25/2020	123	9536701189		ASTD PARTS & MATERIALS	\$475.24	
	6/25/2020	170	9545052442		ASTD PARTS & MATERIALS	\$87.32	
	6/25/2020		9561825226		ASTD PARTS & MATERIALS	\$74.73	
	6/25/2020	123	9537126626		ASTD PARTS & MATERIALS	\$203.67	
	6/25/2020		9541408671		25 LIQUID HAND SOAP	\$470.28	
	6/25/2020		9557313922		ASTD PARTS & MATERIALS	\$1,911.29	
	6/25/2020		9561825218		ASTD PARTS & MATERIALS	\$753.13	
	6/25/2020	170	9544783815		ASTD PARTS & MATERIALS	\$198.39	
	6/25/2020	122	9551778690		ASTD PARTS & MATERIALS	\$205.79	
	6/25/2020		9554442609		ASTD PARTS & MATERIALS	\$324.78	
	6/25/2020	111	9544003479		1 HANDHELD FLASHLIGHT	\$134.40	
	6/25/2020	122	9547474644		1 BEACON LIGHT	\$68.05	
	6/25/2020	111	9539177155		ASTD PARTS & MATERIALS	\$54.02	
	6/25/2020		9544003487		ASTD PARTS & MATERIALS	\$315.53	
	6/25/2020		9559022950		4 FACE SHIELDS	\$188.90	

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174886	6/25/2020		9538572737	GRAINGER INC	ASTD PARTS & MATERIALS	\$961.55	\$10,298.79
	6/25/2020	123	9535857370		ASTD PARTS & MATERIALS	\$512.87	
	6/25/2020	111	9537074263		ASTD PARTS & MATERIALS	\$546.99	
	6/25/2020		9544783807		ASTD PARTS & MATERIALS	\$250.91	
	6/25/2020		9545057250		ASTD PARTS & MATERIALS	\$85.82	
	6/25/2020		9545162548		ASTD PARTS & MATERIALS	\$1,152.74	
	6/25/2020	122	9550481189		ASTD PARTS & MATERIALS	\$141.29	
	6/25/2020	122	9558785946		ASTD PARTS & MATERIALS	\$113.85	
	6/25/2020	111	9547209495		1 FULL BODY HARNESS	\$407.15	
174845	6/18/2020	121	45696	WECO INDUSTRIES LLC	TRANSPORTER REPAIR TX361	\$8,870.38	\$9,120.38
	6/18/2020	121	45730		CAMERA REPAIRS	\$250.00	
174904	6/25/2020		144238	KNAPP POLLY PIG INC	1 PIG	\$8,834.77	\$8,834.77
174944	6/25/2020	170	126	UGSI CHEMICAL FEED INC	2 POLYMER MIXING UNIT - DEPOSIT	\$8,760.00	\$8,760.00
174881	6/25/2020	173	2019314	FARALLON GEOGRAPHICS INC	PLANT GIS GEOCORTEX ENHANCEMENTS	\$8,000.00	\$8,000.00
174956	6/25/2020	143	4980	WORKSMART AUTOMATION INC	HEADWORKS SCREENS REPLACEMENT	\$6,843.50	\$7,278.50
	6/25/2020	143	4979		STANDBY POWER SYSTEM UPGRADE	\$435.00	
174806	6/18/2020	143	244962	FRANK A OLSEN COMPANY	1 MOTORIZED ACTUATOR	\$6,725.48	\$6,725.48
174909	6/25/2020	130	200601	MACLEOD WATTS INC	ACTUARIALS: OPEB VALUATION AS OF 06/30/19	\$6,700.00	\$6,700.00
174849	6/25/2020	170	2000366474	AECOM TECHNICAL SERVICES INC	HAZMAT CONSULTING SERVICES	\$6,425.78	\$6,425.78

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174790	6/18/2020	143	7056	BAY AREA COATING CONSULTANT	COAT INSPECTION - HEADWORKS SCREENS REPLACEMENT PROJECT	\$903.75	\$6,266.00
	6/18/2020	143	7052		COATINGS INSPECTION - PRIMARY DIGESTER NO. 2 REHAB	\$5,362.25	
174879	6/25/2020	173	20200604	ENFO TECH & CONSULTING INC	IPACS CARWASH REPORT	\$5,940.00	\$5,940.00
174802	6/18/2020	110	1418574	DEPARTMENT OF GENERAL SERVICES	SERV: ARP 2020 PLANT	\$5,799.10	\$5,799.10
174872	6/25/2020	131	865	CPS HR CONSULTING	RECRUITING SERVICES-FEES/EXPENSES BS MGR/CFO	\$5,500.00	\$5,500.00
174830	6/18/2020		20167	PACIFIC WATER RESOURCES	MECHANICAL SEAL	\$5,485.65	\$5,485.65
174842	6/18/2020	110	9201324	SWRCB - STATE WATER RESOURCES	ELAP ANNUAL FEE	\$5,331.00	\$5,331.00
174954	6/25/2020	170	17347	WESTERN MACHINE & FAB INC	2 STAINLESS FLANGE AND SHAFT HUB	\$2,655.95	\$5,311.90
	6/25/2020	170	17346		2 STAINLESS FLANGE AND SHAFT HUB	\$2,655.95	
174858	6/25/2020	173	1907109198B	AVEPOINT PUBLIC SECTOR INC	CLOUD BACKUP FOR OFFICE 365, EMAIL, & ONE DRIVE	\$5,053.00	\$5,053.00
174959	6/30/2020		5333.1	ELEPHANT BAR RESAURANT INC	REFUND # 25935	\$1,370.60	\$4,670.60
	6/30/2020		5333		REFUND # 25934	\$3,300.00	
174929	6/25/2020	122	22608	PRIME MECHANICAL SERVICE INC	SERVICE CALL: IRVINGTON PUMP STATION	\$785.00	\$4,548.93
	6/25/2020	122	22387		SERVICE CALL: BLDG 70	\$2,848.93	
	6/25/2020	170	22554		MONTHLY MAINTENANCE - MAY 20	\$915.00	
174949	6/25/2020		47099	VALLEY OIL COMPANY	BULK OIL	\$1,246.05	\$4,431.25
	6/25/2020		47116		BULK OIL & GREASE	\$3,185.20	
174938	6/25/2020	110	20060351	S&S TRUCKING	GRIT HAULING 05/18 & 5/21 & 05/26 & 05/29/20	\$3,607.87	\$4,363.47
	6/25/2020	110	20061052		GRIT HAULING 06/04/2020	\$755.60	

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174882	6/25/2020	170	244997	FRANK A OLSEN COMPANY	1 VALVE	\$599.73	\$4,299.02
	6/25/2020		245038		2 SOLENOID CONTROL VALVES	\$3,699.29	
174902	6/25/2020	170	188576	KAMAN INDUSTRIAL TECHNOLOGIES	2 MOTORS	\$4,080.82	\$4,080.82
174884	6/25/2020		201682002	GATEWAY PRODUCTS GROUP INC	12 EA COGEN SPARK PLUGS	\$4,071.12	\$4,071.12
174895	6/25/2020	113	3065708101	IDEXX DISTRIBUTION INC	1 SEALER PLUS	\$3,980.23	\$3,980.23
174876	6/25/2020	173	480661	DLT SOLUTIONS, LLC	AUTOCAD GOVERNMENT MAINTENANCE PLAN (1) YR	\$3,919.16	\$3,919.16
174854	6/25/2020		20200610	AMAZON.COM LLC	06/20 - ASTD OFFICE SUPPLIES	\$3,787.53	\$3,787.53
174924	6/25/2020	170	140120200612	PACIFIC GAS AND ELECTRIC	SERV TO 06/03/20 IRVINGTON PS	\$24.64	\$3,345.01
	6/25/2020	170	013720200611		SERV TO 06/04/20 BOYCE RD PS	\$3,320.37	
174811	6/18/2020		10659	GOLDEN BRICK CONSTRUCTION INC	REFUND # 24908	\$3,300.00	\$3,300.00
174824	6/18/2020		41001906	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$1,403.72	\$3,116.07
	6/18/2020	123	40114506		ASTD PARTS & MATERIALS	\$90.31	
	6/18/2020	123	40035445		ASTD PARTS & MATERIALS	\$517.25	
	6/18/2020	123	40013301		ASTD PARTS & MATERIALS	\$652.73	
	6/18/2020		40652795		ASTD PARTS & MATERIALS	\$374.63	
	6/18/2020	123	39824945		ASTD PARTS & MATERIALS	\$77.43	
174936	6/25/2020	170	71650931	ROSEMOUNT MEASUREMENT INC	1 RADAR LEVEL TRANSMITTER	\$3,081.62	\$3,081.62
174818	6/18/2020		4016325	JET-CARE INTERNATIONAL INC	50 EA COGEN OIL SAMPLE KITS	\$2,940.38	\$2,940.38
174952	6/25/2020	121	45751	WECO INDUSTRIES LLC	1 REDI KIT	\$2,538.43	\$2,538.43

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174816	6/18/2020		20200618	TIM HUGHES	COMPUTER NOTE	\$2,488.67	\$2,488.67
174889	6/25/2020		11977098	HACH COMPANY	1 PROBE	\$2,479.30	\$2,479.30
174781	6/18/2020	170	284546	ALAMEDA COUNTY TREASURER	PERMIT - NEWARK PUMP STATION	\$2,354.00	\$2,354.00
174847	6/18/2020	170	17328	WESTERN MACHINE & FAB INC	4 HALFDOME GUARD	\$2,348.65	\$2,348.65
174900	6/25/2020	143	W8Y02800005	JACOBS ENGINEERING GROUP, INC	PLANT ODOR CONTROL PILOT STUDY	\$2,340.00	\$2,340.00
174799	6/18/2020	122	316663	CENTERVILLE LOCKSMITH	SERVICE: REPAIR LEFT ENTRY GATE	\$604.68	\$2,317.92
	6/18/2020	173	316552		INSTALL DOOR LOCK	\$281.00	
	6/18/2020		316646		40 PADLOCKS	\$1,432.24	
174908	6/25/2020	120	20200622	MATTHEW LUBINA	EXP REIMB: CLASS A LICENSE FEE	\$49.11	\$2,298.09
	6/25/2020		20200625		COMPUTER NOTE	\$2,248.98	
174899	6/25/2020	141	CRNR677	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - JUN 2020	\$501.03	\$2,157.01
	6/25/2020	173	202131897		DATA/MEDIA OFF-SITE STORAGE - MAY 2020	\$310.08	
	6/25/2020	141	CRYH808		OFF-SITE STORAGE AND SERVICE - JUN 2020	\$1,345.90	
174852	6/25/2020	170	4799055001	ALAMEDA ELECTRICAL DISTR. INC.	ASTD ELECTRICAL SUPPLIES	\$2,015.01	\$2,015.01
174871	6/25/2020	173	102366021	COLORADO WASHINGTON INC COMCAST OF	FIBER INTERNET BACKUP - JUN 2020	\$2,010.36	\$2,010.36

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174868	6/25/2020	113	611350	CALTEST ANALYTICAL LABORATORY	2 LAB SAMPLE ANALYSIS	\$92.62	\$1,918.57
	6/25/2020	113	611482		7 LAB SAMPLE ANALYSIS	\$324.17	
	6/25/2020	113	611252		5 LAB SAMPLE ANALYSIS	\$231.55	
	6/25/2020	113	611196		3 LAB SAMPLE ANALYSIS	\$138.93	
	6/25/2020	113	611483		5 LAB SAMPLE ANALYSIS	\$231.55	
	6/25/2020	113	611416		13 LAB SAMPLE ANALYSIS	\$899.75	
174857	6/25/2020		14868037	AT&T	SERV: 05/10/20 - 06/09/20	\$961.62	\$1,905.47
	6/25/2020		14899400		SERV: 05/13/20 - 06/12/20	\$87.36	
	6/25/2020		14899396		SERV: 05/13/20 - 06/12/20	\$747.80	
	6/25/2020		14899398		SERV: 05/13/20 - 06/12/20	\$42.82	
	6/25/2020		14899399		SERV: 05/13/20 - 06/12/20	\$65.87	
174856	6/25/2020		1102365807	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING SERVICE	\$350.54	\$1,905.43
	6/25/2020		1102369489		UNIFORM LAUNDERING & RUGS	\$256.89	
	6/25/2020	120	1102369503		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$47.58	
	6/25/2020		1102372401		UNIFORM LAUNDERING SERVICE	\$352.20	
	6/25/2020		1102365792		UNIFORM LAUNDERING & RUGS	\$300.14	
	6/25/2020		1102372392		UNIFORM LAUNDERING & RUGS	\$252.54	
	6/25/2020		1102369495		UNIFORM LAUNDERING SERVICE	\$345.54	
174878	6/25/2020		6259	ENERGY CHOICE INC	ASTD COGEN PARTS	\$1,873.76	\$1,873.76

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174855	6/25/2020	120	13566	AMERICAN DISCOUNT SECURITY	05/01/20 - 05/29/20 GUARD AT DISTRICT	\$1,677.00	\$1,677.00
174787	6/18/2020		8480099249	ANDRITZ SEPARATION INC	2 TEMP SENSORS	\$1,512.39	\$1,512.39
174892	6/25/2020		308554	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS	\$481.79	\$1,455.56
	6/25/2020	170	308266		ASTD PVC PARTS & MATERIALS	\$398.38	
	6/25/2020		308590		ASTD PVC PARTS & MATERIALS	\$203.73	
	6/25/2020	170	308662		ASTD PVC PARTS & MATERIALS	\$174.11	
	6/25/2020		308470		ASTD PVC PARTS & MATERIALS	\$197.55	
174930	6/25/2020	170	21846	R & S ERECTION OF S ALAMEDA	SERVICE: VEHICLE GATE GEARBOX	\$1,430.00	\$1,430.00
174866	6/25/2020		8798	BURLINGAME ENGINEERS INC	MILTON ROY PUMP PARTS	\$1,417.22	\$1,417.22
174911	6/25/2020		4863264	MALLORY SAFETY AND SUPPLY LLC	2 DOZ GLV NITRILE	\$90.03	\$1,375.54
	6/25/2020		4863617		ASTD CAL GAS	\$160.88	
	6/25/2020		4865475		ASTD CAL GAS	\$1,124.63	
174942	6/25/2020	144	20402832	TELEDYNE ISCO INC	SAMPLING SUPPLIES	\$499.78	\$1,341.56
	6/25/2020		20400703		SAMPLING SUPPLIES	\$841.78	
174814	6/18/2020	170	95194085	H & E EQUIPMENT SERVICES INC	REACH RENTAL 05/18/2020 - 05/22/2020	\$1,336.27	\$1,336.27
174896	6/25/2020	132	200614128	IEDA INC	LABOR RELATIONS CONSULTING JUNE 2020	\$1,334.00	\$1,334.00
174877	6/25/2020	170	425864	ECOM AMERICA LTD	1 ECON EMISSIONS ANALYZER	\$1,260.84	\$1,260.84
174825	6/18/2020	171	2051013	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - APR 2020	\$1,245.43	\$1,245.43
174935	6/25/2020		2428	ROCKWELL SOLUTIONS INC	1 CUTTERBAR	\$1,235.18	\$1,235.18

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174907	6/25/2020	173	20560	LOOKINGPOINT INC	ANNUAL SUPPORT FOR PBX AND NETWORK	\$1,225.00	\$1,225.00
174784	6/18/2020		307	ALLIANT INSURANCE SERVICES INC	07/20-07/21 CRIME RENEWAL	\$1,205.00	\$1,205.00
174888	6/25/2020	113	20200623	TIMOTHY GRILLO	EXP REIMB: TEAM SAFETY RECOGNITION	\$502.26	\$1,184.26
	6/25/2020	110	20200623.1		EXP REIMB: PE LICENSE RENEWAL	\$115.00	
	6/25/2020	110	20200623.3		EXP REIMB: WEF MEMBERSHIP RENEWAL	\$267.00	
	6/25/2020	110	20200623.2		EXP REIMB: J WARD RETIREMENT GIFT - 20 YEARS OF SERVICE	\$300.00	
174813	6/18/2020	172	9530000695	GRAINGER INC	ASTD PARTS & MATERIALS	\$1,148.20	\$1,181.59
	6/18/2020	111	9529114259		ASTD PARTS & MATERIALS	\$33.39	
174940	6/25/2020		730723005301	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAKROOM SUPPLIES	\$132.38	\$1,178.35
	6/25/2020		730790773901		JANITORIAL & BREAKROOM SUPPLIES	\$191.98	
	6/25/2020		730766676201		JANITORIAL & BREAKROOM SUPPLIES	\$853.99	
174853	6/25/2020	111	35520	ALLIED FLUID PRODUCTS CORP	ASTD PARTS & MATERIALS	\$1,177.39	\$1,177.39
174864	6/25/2020	121	54969	BRENNTAG PACIFIC INC	3846 LBS SODIUM HYDROXIDE	\$1,138.64	\$1,138.64
174801	6/18/2020	141	109G1	DCM CONSULTING INC	ARDENWOOD DEVELOPMENT	\$1,125.00	\$1,125.00
174794	6/18/2020		103936	BRUCE BARTON PUMP SERVICE INC	1 SUMP PUMP	\$1,114.51	\$1,114.51
174800	6/18/2020	170	20200528	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,093.84	\$1,093.84
174901	6/25/2020		363341	KAMAN INDUSTRIAL TECHNOLOGIES	COGEN PARTS	\$1,079.71	\$1,079.71
174916	6/25/2020	114	2055314	MOBILE MODULAR MANAGEMENT CORP	ETSU TEMPORARY OFFICE SPACE	\$1,071.05	\$1,071.05
174867	6/25/2020		252906	CALIFORNIA DYNAMICS CO	15 ISOLATOR SPRINGS/RESTRAINTS	\$1,043.12	\$1,043.12

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
174792	6/18/2020	121	51395	BRENNTAG PACIFIC INC	1282 LBS SODIUM HYDROXIDE	\$346.31	\$1,035.76
	6/18/2020	121	51396		2564 LBS SODIUM HYDROXIDE	\$689.45	
174832	6/18/2020	170	1938990001	R&B COMPANY	ASTD PARTS & MATERIALS	\$1,021.77	\$1,021.77
174885	6/25/2020	122	1841091393	GOODYEAR COMM TIRE & SERV CTRS	4 TIRES	\$1,019.07	\$1,019.07
174913	6/25/2020	113	2006083	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$202.00	\$1,010.00
	6/25/2020	113	2006410		LAB SAMPLE ANALYSIS	\$202.00	
	6/25/2020	113	2006032		LAB SAMPLE ANALYSIS	\$202.00	
	6/25/2020	113	2005B75		LAB SAMPLE ANALYSIS	\$202.00	
	6/25/2020	113	2005A90		LAB SAMPLE ANALYSIS	\$202.00	
174848	6/18/2020	143	176788	WOODARD & CURRAN INC	ALVARADO INFLUENT VALVE BOX REHABILITATION	\$1,001.50	\$1,001.50
174961	6/30/2020		13749	ROOTER HERO	REFUND # 25942	\$500.00	\$1,000.00
	6/30/2020		13748		REFUND # 25943	\$500.00	
174869	6/25/2020	170	21764517	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$999.79	\$999.79
174859	6/25/2020	136	2522295226	BANK OF NEW YORK	MAY 2020 SERVICE FEES	\$996.42	\$996.42
174835	6/18/2020	111	3710908003	S & S SUPPLIES & SOLUTIONS	60 LOCK-OUT LOCKS	\$994.41	\$994.41
174893	6/25/2020	136	9717324	HF&H CONSULTANTS, LLC	COMPREHENSIVE SEWER RATE STUDY	\$978.75	\$978.75
174923	6/25/2020		8478693	OVIVO USA LLC	ASTD CLARIFIER PARTS	\$108.10	\$946.72
	6/25/2020	170	8478784		ASTD CLARIFIER PARTS	\$838.62	

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174850	6/25/2020	122	9102121504	AIRGAS NCN	ASTD PARTS & MATERIALS	\$22.28	\$935.87
	6/25/2020	170	9971452925		CYLINDER RENTAL	\$913.59	
174838	6/18/2020		1975345002	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$239.95	\$873.41
	6/18/2020		1975345001		ASTD ELECTRICAL SUPPLIES	\$633.46	
174841	6/18/2020	170	58989	SWAGELOK NORTHERN CA	ASTD PARTS & MATERIALS	\$844.02	\$844.02
174821	6/18/2020		4858238	MALLORY SAFETY AND SUPPLY LLC	CREDIT: 25 FILTERS	\$-293.14	\$837.05
	6/18/2020		4859299		40 BX GLOVES	\$664.95	
	6/18/2020		4845859		25 FILTERS	\$293.14	
	6/18/2020		4859240		4 DOZ GLV NITRILE	\$172.10	
174914	6/25/2020	170	40513355	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$105.20	\$830.73
	6/25/2020	170	41073240		ASTD PARTS & MATERIALS	\$67.13	
	6/25/2020	122	40928428		ASTD PARTS & MATERIALS	\$184.46	
	6/25/2020	170	40440303		ASTD PARTS & MATERIALS	\$101.94	
	6/25/2020	170	41269216		ASTD PARTS & MATERIALS	\$63.39	
	6/25/2020		41413429		ASTD PARTS & MATERIALS	\$236.66	
	6/25/2020	170	40973826		ASTD PARTS & MATERIALS	\$38.99	
	6/25/2020	172	41010337		ASTD PARTS & MATERIALS	\$32.96	
174874	6/25/2020		20200525	DALE HARDWARE INC	05/20 - ASTD PARTS & MATERIALS	\$801.64	\$801.64
174836	6/18/2020	110	20052201	S&S TRUCKING	GRIT HAULING 05/11/2020	\$761.75	\$761.75

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
174846	6/18/2020		4141566	WESTERN ENERGY SYSTEMS	2 COGEN EXPANSION JOINTS	\$705.70	\$705.70
174860	6/25/2020	111	20200619	JEFFREY BARTON	EXP REIMB: 1ST & 2ND QTR SAFETY RECOGNITION	\$179.79	\$692.67
	6/25/2020	111	20200618.1		EXP REIMB: CWEA & WEF MEMBERSHIP	\$267.00	
	6/25/2020	111	20200618		EXP REIMB: HAND TOOLS	\$245.88	
174862	6/25/2020	144	15228320	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$69.05	\$649.32
	6/25/2020	140	15205170		ASTD OFFICE SUPPLIES	\$37.29	
	6/25/2020	130	15193020		2 DZ LEGAL PADS	\$15.63	
	6/25/2020	130	15223470		ASTD OFFICE SUPPLIES	\$10.88	
	6/25/2020	141	15218140		1 OFFICE CHAIR	\$516.47	
174803	6/18/2020	170	13916	DIABLO BOILER & STEAM INC	SERVICE CALL: CLEAVER-BROOKS BOILER	\$644.00	\$644.00
174786	6/18/2020		1102363008	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING & RUGS	\$248.59	\$641.71
	6/18/2020	122	1102363038		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$47.58	
	6/18/2020		1102363025		UNIFORM LAUNDERING SERVICE	\$345.54	
174798	6/18/2020	173	4032919458	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$293.63	\$608.03
	6/18/2020	173	4032920462		MTHLY MAINTENANCE BASED ON USE	\$314.40	
174915	6/25/2020	170	200648	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - JUN 2020	\$599.08	\$599.08
174926	6/25/2020		20200413	PETTY CASH	PETTY CASH REPLENISHMENT	\$586.62	\$586.62
174812	6/18/2020	122	1841091233	GOODYEAR COMM TIRE & SERV CTRS	4 TIRES	\$545.74	\$545.74
174797	6/18/2020		20200616	STATE OF CALIFORNIA	SALES & USE TAX 05/01/20 - 05/31/20	\$541.83	\$541.83

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
174891	6/25/2020	123	2136768	HANSON AGGREGATES INC	3.12 TONS 1/2 MAX HMA TYPE A-R	\$266.30	\$525.22
	6/25/2020	123	2134732		3.03 TONS 1/2 MAX HMA TYPE A-R	\$258.92	
174809	6/18/2020		12737	GENMOR PLUMBING	REFUND # 24910	\$500.00	\$500.00
174823	6/18/2020		12710	MCKINNON CONSTRUCTION	REFUND # 24914	\$500.00	\$500.00
174827	6/18/2020		10580	MANUTEJ MULAVESALE	REFUND # 24907	\$500.00	\$500.00
174833	6/18/2020		13742	ROOTER HERO	REFUND # 24912	\$500.00	\$500.00
174834	6/18/2020		12721	ROTO-ROOTER SERVICES	REFUND # 24913	\$500.00	\$500.00
174840	6/18/2020		12732	STREAMLINE PLUMBING & DRAIN	REFUND # 24911	\$500.00	\$500.00
174910	6/25/2020		13761	WASIM MALIK	REFUND # 25927	\$500.00	\$500.00
174960	6/30/2020		13737	MIKE COUNSIL PLUMBING	REFUND # 25944	\$500.00	\$500.00
174890	6/25/2020	130	275562	HANIGAN COMPANY INC	5000 SECURITY PRINT WINDOW ENVELOPES	\$458.64	\$458.64
174934	6/25/2020	170	405056	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$456.83	\$456.83
174928	6/25/2020		157569	PREFERRED ALLIANCE INC	MAY 2020 SERVICE FEE	\$389.18	\$389.18
174931	6/25/2020	120	00F0036018380	NESTLE WATERS NO. AMERICA READYREFR	WATER SERVICE 05/07/20 - 06/06/20	\$388.50	\$388.50
174917	6/25/2020		24084590	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$201.24	\$377.53
	6/25/2020	170	24084428		ASTD PARTS & MATERIALS	\$176.29	
174918	6/25/2020	110	201598	NATEC INTERNATIONAL INC.	FALL PROTECTION TRAINING - J. LAURENCE	\$185.00	\$370.00
	6/25/2020	110	201597		CONFINED SPACE ENTRY TRAINING - J. LAURENCE	\$185.00	

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174951	6/25/2020	113	8801362822	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$131.48	\$357.26
	6/25/2020		8801240601		LAB SUPPLIES	\$188.18	
	6/25/2020	113	8801327183		LAB SUPPLIES	\$98.54	
	6/25/2020		8801233988		LAB SUPPLIES	\$853.55	
	6/25/2020		8801261917		LAB SUPPLIES	\$42.24	
	6/25/2020	113	8801192621		CREDIT: LAB SUPPLIES	\$-956.73	
174863	6/25/2020	132	20200617	GENE BOUCHER	EXP REIMB: OST TEAM RECOGNITION	\$352.29	\$352.29
174919	6/25/2020	170	214614	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$252.33	\$333.33
	6/25/2020	170	214311		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$81.00	
174962	6/30/2020		20200625	ARIEL TEIXEIRA	TUITION REIMB - SPRING 2020	\$305.72	\$305.72
174820	6/18/2020	132	20200610	KATHLEEN KING	EXP REIMB: ERGONOMIC ROLLERMOUSE	\$290.84	\$290.84
174898	6/25/2020	173	6039252	INTRADO LIFE & SAFETY INC	E911 ANNUAL SUBSCRIPTION	\$250.00	\$250.00
174894	6/25/2020	111	20200623	TIM HUGHES	EXP REIMB: TPO SAFETY RECOGNITION 2ND, 3RD & 4TH QTR	\$242.60	\$242.60
174791	6/18/2020	110	15174840	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$211.53	\$211.53
174932	6/25/2020	111	169183547	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: J. LAURENCE	\$208.00	\$208.00
174822	6/18/2020	113	205826	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$202.00	\$202.00
174861	6/25/2020		12766	BAY AREA BARRICADE SERVICE INC	3 MARKING PAINT	\$191.29	\$191.29
174805	6/18/2020	111	20200615	MOHAMMAD FARSAI	EXP REIMB: TPO SAFETY RECOGNITION 3RD & 4TH QTR	\$188.96	\$188.96
174939	6/25/2020		1975345003	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$184.01	\$184.01

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
174810	6/18/2020	144	4089014001	GLACIER ICE COMPANY INC	96 7-LB BAGS OF ICE	\$172.79	\$172.79
174795	6/18/2020	170	10005375	BUREAU VERITAS/ANALYSTS INC	7 LAB SAMPLE ANALYSIS	\$169.60	\$169.60
174905	6/25/2020	111	20200623	JUSTIN LAURENCE	EXP REIMB: TPO SAFETY RECOGNITION 3RD & 4TH QTR	\$160.54	\$160.54
174783	6/18/2020	170	4816660002	ALAMEDA ELECTRICAL DISTR. INC.	ASTD ELECTRICAL SUPPLIES	\$83.14	\$150.01
	6/18/2020	170	4816660001		ASTD ELECTRICAL SUPPLIES	\$66.87	
174839	6/18/2020	130	20200616	JENNIFER SIO-KWOK	EXP REIMB: OST 4TH QTR TEAM RECOGNITION	\$137.15	\$137.15
174789	6/18/2020	170	720310	A-PRO PEST CONTROL INC	PEST CONTROL - RODENTS	\$125.00	\$125.00
174912	6/25/2020	170	77972219	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - MAY 2020	\$116.74	\$116.74
174873	6/25/2020	130	3368608	DAILY JOURNAL CORPORATION	AD: NOTICE OF FILING REPORT & PUBLIC HEARING	\$112.50	\$112.50
174933	6/25/2020		107058	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE JULY 2020	\$112.00	\$112.00
174883	6/25/2020	120	23545	FREMONT RECYCLING & TRANSFER	.13 TON GREEN WASTE	\$108.00	\$108.00
174837	6/18/2020	170	85340220200520	SAN FRANCISCO WATER DEPT	SERVICE 04/22/2020 - 05/20/20	\$95.09	\$95.09
174828	6/18/2020	122	213856	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$87.57	\$87.57
174957	6/25/2020	120	20200622	CHRISTOPHER YBARRA-MARTINEZ	EXP REIMB: CLASS A PERMIT FEE	\$83.89	\$83.89
174955	6/25/2020	132	31028	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES	\$66.00	\$66.00
174950	6/25/2020	111	20200622	KAHOU VONG	EXP REIMB: TEAM SAFETY RECOGNITION	\$62.19	\$62.19
174937	6/25/2020		7854623200	RS HUGHES CO INC	ASTD SAFETY SUPPLIES	\$62.10	\$62.10
174788	6/18/2020		7018982454	APPLIED INDUSTRIAL TECHNOLOGIE	3 BELTS	\$58.11	\$58.11
174925	6/25/2020		5323837	PACIFIC MECHANICAL SUPPLY	ASTD PARTS & MATERIALS	\$56.78	\$56.78

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174958	6/30/2020	130	20200629	MARK CARLSON	EXP REIMB: 1 CALCULATOR	\$53.61	\$53.61
174927	6/25/2020	141	20200617	MICHELLE POWELL	EXP REIMB: VARIOUS MILEAGE & TOLLS	\$52.86	\$52.86
174785	6/18/2020		35447	ALLIED FLUID PRODUCTS CORP	GASKETS	\$52.82	\$52.82
174808	6/18/2020	111	20200615	BRUCE GALLEG0 JR.	EXP REIMB: TPO SAFETY RECOGNITION 3RD & 4TH QTR	\$52.68	\$52.68
174807	6/18/2020	111	20200609	MICHAEL FULKERSON	EXP REIMB: TPO 1ST QTR SAFETY RECOGNITION	\$48.65	\$48.65
174945	6/25/2020	141	422737	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 05/20/20	\$47.95	\$47.95
174947	6/25/2020	136	98XW53220	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 05/30/20	\$39.84	\$39.84
174887	6/25/2020	170	9540427532	GRAINGER INC	ASTD PARTS & MATERIALS	\$38.40	\$38.40
174826	6/18/2020		24084395	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$19.78	\$19.78
174780	6/18/2020	122	9101620997	AIRGAS NCN	ASTD PARTS & MATERIALS	\$7.41	\$7.41
174815	6/18/2020	170	768520200528	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - MAY 2020	\$2.72	\$2.72

**Invoices:**

<b>Credit Memos :</b>	<b>2</b>	<b>-1,249.87</b>
<b>\$0 - \$1,000 :</b>	<b>200</b>	<b>61,212.33</b>
<b>\$1,000 - \$10,000 :</b>	<b>95</b>	<b>322,059.45</b>
<b>\$10,000 - \$100,000 :</b>	<b>24</b>	<b>762,975.38</b>
<b>Over \$100,000 :</b>	<b>2</b>	<b>1,325,548.26</b>
<b>Total:</b>	<b>323</b>	<b>2,470,545.55</b>

**Checks:**

<b>\$0 - \$1,000 :</b>	<b>80</b>	<b>30,651.77</b>
<b>\$1,000 - \$10,000 :</b>	<b>76</b>	<b>233,943.99</b>
<b>\$10,000 - \$100,000 :</b>	<b>24</b>	<b>714,535.70</b>
<b>Over \$100,000 :</b>	<b>3</b>	<b>1,491,414.09</b>
<b>Total:</b>	<b>183</b>	<b>2,470,545.55</b>