The Fairfield-Suisun Sewer District will provide reasonable disability-related modification or accommodation to a person with a disability who requires a modification or accommodation in order to participate in the meeting of the Board of Directors. Please contact the District at (707) 429-8930 at least 48 hours before the meeting if you require such modification or accommodation.

Documents that are disclosable public records required to be made available under California Government Code Section 54957.5 (b) (1) and (2) are available to the public for inspection at no charge during business hours at our administrative offices located at the above address.

Members of the public may speak on any matter within the jurisdiction of the Fairfield-Suisun Sewer District by filling out a speaker’s request card, and submitting the card to the Board Secretary. Comments not listed on the agenda will be taken under Public Comments. Comments on matters appearing on the agenda will be taken during consideration of the item.

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### Executive Committee Meeting Agenda

**Meeting Date:** Monday, May 14, 2018

**Meeting Place:** 1010 Chadbourne Road
Fairfield, California
(Executive Conference Room)

**Meeting Time:** 4:30 p.m.

1. Roll Call
2. Public Comments
3. General Manager Report
4. Discussion Items
   (a) Update on Accessory Dwelling Unit Legislation (SB 831, AB 2890, SB 1469) ........... 2
   (b) Receive Report on a Proposed Development adjacent to the District’s Suisun Pump Station ................................................................. 3
   (c) Receive Report on Nutrient Study Required by the San Francisco Bay Regional Water Quality Control Board’s Nutrient Watershed Permit ......................................................... 44
5. Action Items
   (a) Reschedule May 21, 2018 Regularly Scheduled Board of Directors Meeting ........... 55
6. Information Items
   (a) Monthly Operating Summary ........................................................................ 56
   (b) Connection Fee Chart .................................................................................. 57
   (c) Potential Presentations for Board of Director Meetings .................................... 58
   (d) Board Calendar ............................................................................................... 59
7. **Closed Session:** Gov. Code Section 54957: Public Employee Performance Evaluation
   **Title:** General Manager

--End of Agenda--
May 10, 2018

MEMORANDUM

TO: Executive Committee

FROM: Greg Baattrup, General Manager

SUBJECT: Update on Accessory Dwelling Unit Legislation - SB 831 (Wieckowski), AB 2890 (Ting), and SB 1469 (Skinner)

Recommendation: Receive update on SB 831, AB 2890, and SB 1469.

Discussion: In April 2018 President Segala was authorized to sign a letter expressing the District’s opposition to SB 831, on the basis that some of the bill language reverses the previous compromises on prohibiting connection/capacity fee. In addition, it appeared the bill language may create a direct conflict with other state laws that prohibit subsidizing sewer fees and charges.

On April 24, 2018 Jessica Gauger, CASA’s Manager of Legislative Affairs sent an alert to the CASA State Legislature Committee stating:

“Thanks to all of you that sent letters of opposition on SB 831 (Wieckowski), the bill proposing to eliminate all fee authority for the construction of ADUs. SB 831 is scheduled to be heard in the Senate Governance and Finance Committee tomorrow...

In advance of the hearing we have good news to share. The author’s office confirmed with us this week that the language eliminating fee authority for water or sewer connection and capacity charges is being taken out of the bill as part of an agreement between the author and Committee Chair Senator Mike McGuire. We haven’t seen the amendments yet, but expect them to be reflective of existing law and the fee structure that was negotiated in SB 1069.

The two other bills that have the same objectionable fee language (SB 1469 and AB 2890) are expected to follow suit and be amended to also be reflective of existing law.”

The State Legislature Committee agenda for May 11, 2018 includes a marked version of the bill to show the changes referenced on the email.
May 9, 2018

MEMORANDUM

TO: Executive Committee

THOUGH: Greg Baatrup, General Manager

FROM: Talyon Sortor, Assistant General Manager

SUBJECT: Proposed Development adjacent to the District’s Suisun Pump Station

Recommendation: Receive report and provide feedback.

Background: A new multi-story residential development is being considered next to the Suisun Pump Station at the end of Civic Center Boulevard, see map included as Attachment #1. District staff met with Suisun City staff on May 3 to discuss the project and inform the City about potential impacts that could be created by developing the land next to the pump station. Staff summarized its concerns in a letter to the Suisun City Manager, a copy is attached as Attachment #2.

The site next to the pump station proposed for development was previously owned by the District and was the location of the old treatment plant. It was sold to the Suisun City Redevelopment Agency in 1993 with a deed restriction that would limit its use to Public Park and recreation uses, see Resolution 93-30, MOU, and sale agreement included as Attachment #3. In 2007, the District agreed to remove the restriction so that the Agency could pursue developing the site, see Resolution 07-26 and Deed Restriction Termination Agreement included as Attachment #4. That agreement called for ensuring an adequate buffer between the pump station and any development.

Discussion: The District’s pump station has the potential to have odor and noise impacts to neighbors if not properly mitigated. The District will continue to work with city staff to ensure those impacts are understood and accounted for in the planning of the development.

Attachments - #1 Map of Suisun Pump Station and Proposed Development
#2- Letter to the Suisun City Manager
#3- Copy of Resolution 93-30, MOU, and Sale Agreement
#4-Copy of Resolution 07-26 and Deed Restriction Termination Agreement
May 3, 2018

Suzanne Bragdon, City Manager  
City of Suisun City  
701 Civic Center Blvd.  
Suisun City, CA 94585

RE: Proposed West Wind Residences Development

Dear Suzanne:

Thank you for meeting with me on April 24 to discuss the proposed West Wind Residences development at the end of Civic Center Boulevard. As discussed, the District’s largest wastewater pump station is located next to the proposed development site. The proposed development includes multi-story residences near the pump station fence line, separated by a parking lot. We discussed the District’s concerns about odors, diesel exhaust, and noise that the pump station generates and could be of concern to future residences.

The pump station has an odor control system on it but can still emit occasional odors, especially during maintenance activities. The current odor control system is located adjacent to the property line bordering the proposed development. The current system may need to be moved, upgraded or other mitigation measures may be necessary to minimize impact to the development.

There are four diesel engines at the pump station that provide emergency power and pumping during power outages. These engines are also test run monthly to ensure they are reliable. The engines were installed in 1975 and do produce noticeable noise and exhaust. The station’s emergency power system may require upgrades or replacement to minimize impact to the development.

Please keep the District involved in the planning for this development as it progresses. Thank you again for meeting with me to understand our concerns.

Sincerely,

Talyon Sortor  
Assistant General Manager
FAIRFIELD-SUISUN SEWER DISTRICT

RESOLUTION NO. 93-30

A RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING WITH SUISUN CITY REDEVELOPMENT AGENCY REGARDING SALE OF SURPLUS PROPERTY

WHEREAS, the Board of Directors has previously by Resolution 93-14 dated April 16, 1993, declared as surplus the Old Treatment Plant property, being Solano County Assessor's Parcel Nos. 032-180-41 and 032-180-46, but not including the site of the existing Suisun Pumping Station shown as Parcel C on County Assessor's Parcel Map PM8-74; and

WHEREAS, appropriate entities were notified regarding the referenced surplus property, but no such entity indicated interest in acquiring such property; and

WHEREAS, the Suisun City Redevelopment Agency has indicated interest in purchasing such property for park and recreation purposes; and

WHEREAS, State CEQA Guideline §15312 provides categorical exemption for sale of surplus government property under the conditions here existing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FAIRFIELD-SUISUN SEWER DISTRICT:

1. The President is hereby authorized and directed to execute on behalf of the Fairfield-Suisun Sewer District that certain Memorandum of Understanding between the Suisun City Redevelopment Agency and the Fairfield-Suisun Sewer District regarding the sale of the old treatment plant site and is authorized to execute such other documents as may be required to implement the Memorandum of Understanding including, but not limited to, appropriate contract agreements.

2. The President is hereby authorized to execute a contract change order with Dorfman/Young J.V. for demolition of structures on said surplus property in accordance with the Memorandum of Understanding provided, however, that the maximum expenditure for said contract change order shall not exceed $200,000.

3. The General Manager/District Engineer is hereby authorized and directed to do all things necessary and proper to implement the Memorandum of Understanding.

4. The Board finds that the referenced action is exempt from the requirements of the California Environmental Quality Act pursuant to State CEQA Guideline §15312 as a sale of surplus property; and

5. Staff is authorized to file appropriate Notice of Exemption under the California Environmental Quality Act.

PASSED AND ADOPTED THIS 26th day of July 1993, by the following vote:

AYES: Directors

NOES: Directors

ABSENT: Directors

ATTEST:

District Clerk
Memorandum of Understanding
Sale of Old Treatment Plant Site

This memorandum of understanding is made and entered into this 26th day of July, 1993, by and between the FAIRFIELD-SUISUN SEWER DISTRICT (hereinafter “District”) and the SUISUN CITY REDEVELOPMENT AGENCY (hereinafter “Agency”). The signatories to this memorandum of understanding are referred to collectively as “parties”.

1. Recitals

   A. Agency desires to purchase the site of the District’s former wastewater treatment plant located in Suisun City for purposes of constructing a public park for passive recreational uses.

   B. District has declared the site to be surplus property and believes that sale of the site to the Agency for construction of a public park will provide benefits to the communities of Fairfield and Suisun City.

   C. Parties believe that a cooperative effort to demolish existing structures above-grade and prepare the site for eventual recreational use is in the public interest.

   D. The property being considered in this MOU consists primarily of Solano County Assessor’s Parcel Numbers 032-180-41 and 032-180-46 but not including the site of the existing Suisun Pumping Station which is shown as Parcel C on County Assessors Parcel Map PM 8-74.

   E. Agency has contracted for preparation of a site assessment. To date, the site assessment has not revealed any contamination issues which would prevent use of the site as a public park.

2. The parties agree in concept to the following:

   A. District agrees in concept to enter into a contract to sell the property to Agency subject to terms and conditions consistent with this memorandum of understanding.

   B. Agency agrees in concept to enter into a contract to purchase the property from District subject to terms and conditions consistent with this memorandum of understanding.

3. Terms and conditions of the proposed sale are as follows:

   A. Sale of the property would include a deed restriction which would limit use of the property to public park and recreation uses.

   B. The District would retain adequate exclusive permanent easements for trunk sewers and appurtenant facilities passing through the property.

   C. Close of escrow would be contingent on completion of the following items:
1) District to remove and dispose of any liquid, debris or waste remaining inside the existing tanks. This work will be paid for by the District.

2) Agency will conduct a thorough investigation to determine the extent to which the property may be contaminated with materials which would render the property unsuitable for its intended use as a park or which would subject the Agency to significant future liability exposure. District will cooperate with Agency by providing full access to District files and will provide Agency with notification of facts, if any, which would lead the District to believe that a release of hazardous substances has occurred on or beneath the site.

District will remediate any contamination not deposited by Suisun City or its sublessees in a manner and to the extent required by federal and state statutes, rules and regulations. This work will be done at no cost to Agency. Prior to beginning remediation work, Agency and District shall endeavor in good faith to prepare a mutually satisfactory remediation plan. If Agency and District are unable to agree on a mutually satisfactory remediation plan within a reasonable time, the property purchase agreement shall be considered to be terminated.

3) Following completion of Agency’s investigation as described in paragraph 3.C.2) above, District will contract for demolition of existing structures including, if necessary, technical consultants to conduct asbestos survey or other work required as part of the demolition work. Costs of this work would be included in calculation of reimbursable costs as defined below.

Costs of technical consultants called in to investigate site contamination issues which were not discovered by Agency’s investigation per paragraph 3.C.2) above, and which may be revealed as a consequence of the demolition process, will not be considered reimbursable costs. Site contamination discovered during demolition will be remediated by District in a manner and to the extent required by federal and state statutes, rules and regulations.

Prior to beginning remediation work, Agency and District shall endeavor in good faith to prepare a mutually satisfactory remediation plan. If Agency and District are unable to agree on a mutually satisfactory remediation plan within a reasonable time, the property purchase agreement shall be considered to be terminated.

Scope of demolition work is generally understood to include those items listed in the June 23, 1993 letter proposal to District from Dorfman/Young JV (Exhibit A), including the option to break concrete to 4” minus size and remove and dispose of asphalt at a legal disposal site. However, it is also understood that the final contract scope may vary somewhat due to unforeseen circumstances which may arise during demolition. Demolition work may include, at District’s option, placement of additional clean fill dirt on the site up to elevation 5.0 MSL, however, costs for placement of additional fill dirt shall not be included in calculation of reimbursable costs. Any additional fill dirt placed on the property shall be graded to accommodate proper drainage.
D. At close of escrow, title to the property will pass to the Agency.

E. Liability for conditions on the site which are discovered or arise after the transfer of title to the Agency shall be the responsibility of the Agency. Agency shall agree to indemnify the District from all claims, liability and investigation and remediation costs arising from toxic, hazardous or contaminated conditions on the site, whether such conditions were caused by acts that initially occurred prior to transfer of the property or thereafter.

F. Reimbursable Costs

1) Reimbursable costs include expense items initially incurred by the District which will be reimbursed by the Agency.

2) Reimbursable costs shall be calculated as 33% of demolition costs as described in section 3. C. 3) above.

3) Reimbursable costs will be repaid to District by Agency in annual installments amortized over a period of time not to exceed five (5) years. Each payment shall consist of principle plus interest, at an interest rate equivalent to District’s average rate of return on its pooled investments.

IN WITNESS the parties hereto have executed this Memorandum of Understanding on the day first above-written.

FAIRFIELD-SUISUN SEWER DISTRICT

SUISUN CITY REDEVELOPMENT AGENCY

ATTEST:

President, Board of Directors

District Clerk

Agency Secretary
AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY
(OLD TREATMENT PLANT SITE)

THIS AGREEMENT is entered into by and between the FAIRFIELD-SUISUN SEWER DISTRICT ("Seller") and the SUISUN CITY REDEVELOPMENT AGENCY ("Buyer"), and shall have as its effective date the date when the last party hereto executes this Agreement.

Recitals

A. WHEREAS, Buyer and Seller have entered into a Memorandum of Understanding concerning "Sale of Old Treatment Plant Site" dated July 26, 1993; and

B. WHEREAS, Buyer and Seller wish to enter into a contract to effect the intent of said Memorandum of Understanding.

Agreements

NOW, THEREFORE THE BUYER AND SELLER HEREBY AGREE AS FOLLOWS:
ARTICLE 1. GENERAL

1.01. The Purchase Property. Seller is the owner of approximately 7.01 acres of property (the "Purchase Property") located in Solano County, California, commonly known as Assessor’s Parcels Nos. APN 032-180-41 and 032-180-46, but not including Parcel C as shown on Solano County Assessor’s Parcel Map PM8-74, and more particularly described in the Preliminary Title Report attached hereto as Exhibit "A" and incorporated herein by this reference.

1.02. Purpose. The purpose of this Agreement is to provide for the purchase and sale of the Purchase Property.

1.03. Effective Date. The date upon which the last party hereto executes this Agreement shall be the Effective Date.

ARTICLE 2. PURCHASE AND SALE.

2.01. Purchase and Sale. Seller shall sell the Purchase Property to Buyer, and Buyer shall purchase the Purchase Property from Seller on the terms and conditions specified in this Agreement. All payments shall be in lawful money of the United States of America.
2.02. **Consideration.** The consideration for the purchase shall be the terms and conditions of this Agreement.

2.03. **Deed.** The Deed to the Purchase Property shall be delivered to Buyer upon the close of escrow.

**ARTICLE 3. ESCROW**

3.01. **Opening.** The purchase and sale of the Purchase Property shall be consummated by means of an escrow which is to be opened at North American Title Company ("Escrow Holder"), 1261 Travis Blvd., Fairfield, California 94533, within five (5) business days after the Effective Date.

3.02. **Instructions.** This Agreement shall constitute the escrow instructions, with such further instructions as Escrow Holder shall reasonably require in order to clarify Escrow Holder's duties and responsibilities.

3.03. **Close of Escrow.** Escrow shall close following satisfaction of the conditions described in Section 4.04 below, and following Seller's deposit into escrow of the Deed to the Purchase Property.
3.04. Costs.

A. Seller shall bear the costs of the transfer taxes, if any.

B. Buyer shall bear the costs of the CLTA title insurance and escrow fees; and

C. All other fees and miscellaneous costs shall be borne by the parties according to custom in Solano County, as declared by Escrow Holder.

ARTICLE 4. CLOSE OF ESCROW.

4.01. Title. Seller shall cause title to the Purchase Property to be conveyed to Buyer by grant deed, free and clear of all liens, encumbrances, assessments, taxes and leases (recorded and unrecorded) subject only to the exceptions approved by Buyer pursuant to Section 4.02 below (the "Permitted Exceptions") and to easement(s) in gross reserved by Seller, the language for which being attached hereto as Exhibit "B". The grant deed shall contain a restriction as follows: "Neither grantee nor its successors in interest shall use the real property which is the subject of this Deed for any purpose other than use by the Solano Yacht Club as well as public recreational use, or general non-profit use beneficial to the public, the extent of all of said uses to be
determined by grantee." At closing, Buyer shall cause Escrow Holder to cause its underwriter to issue its CLTA policy of title insurance insuring title to the Purchase Property in Buyer with liability in the amount of $200,000.00. The policy shall list only the foregoing taxes, Permitted Exceptions, the easement(s) set forth in Exhibit "B" plus the printed exceptions common to such CLTA policy.

4.02. Approval of Title Exceptions. Buyer shall, as soon as practicable after the Effective Date, cause to be delivered to Seller the preliminary title report (Exhibit "A"), and Seller shall provide Buyer with legible copies of all documents referred to therein covering or relating to the Purchase Property. Buyer shall have thirty (30) days following delivery of such report and documents within which to disapprove the exceptions listed therein by forwarding notice thereof to Seller as provided in Section 6.01. Failure to give written notice of disapproval to Seller of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens, including, but not limited to, current taxes. Buyer shall not unreasonably disapprove any item. If Buyer disapproves any exceptions, Seller shall have ten (10) days within which to agree to remove the exception. Notice shall be given as provided in Section 6.01. Failure to give written notice of such agreement to Buyer shall be deemed to be refusal, except that Seller shall automatically be deemed to agree to remove monetary liens, including, but not limited to, current taxes.
taxes. If Seller does not agree to remove any other exceptions properly and timely disapproved by Buyer, this Agreement shall terminate without further liability to either party unless Buyer waives its objection within a second ten (10)-day period. If Seller shall agree to remove any exception objected to by Buyer, Seller shall then have until the date for closure of escrow within which to remove such exception.

4.03. Environmental Issues/Demolition.

A. Buyer has completed a thorough environmental assessment of the Purchase Property ("Buyer's Site Assessment") for hazardous wastes or toxins or any contaminant of any kind which may expose Buyer to liability under any federal or state law, regulation or order or which may make the Purchase Property unsuitable for public park and recreation purposes. Seller has cooperated with Buyer's Site Assessment by providing full access to Seller's non-privileged files and by informing Buyer of any facts known to Seller which would have led Seller to believe that a release of hazardous wastes has occurred on or beneath the Purchase Property. Buyer agrees to indemnify, defend and hold Seller harmless from and against all liability, claims, demand, damages or costs of any kind whatsoever
arising from or connected with Buyer’s Site Assessment.

B. Buyer’s Site Assessment has revealed the presence of no hazardous wastes, toxins or contaminants on or beneath the Purchase Property. Buyer and Seller therefore agree that it is unnecessary for Buyer and Seller to jointly participate in any remedial activity regarding the presence of any such materials.

C. Buyer and Seller agree that Seller has satisfactorily caused to be demolished structures existing on the Purchase Property and has engaged any necessary consultants to perform such demolition. Seller’s expenses in effecting this demolition are subject to partial reimbursement by Buyer, as set forth in Section 4.03.D. below.

Buyer and Seller further agree that Seller has satisfactorily caused to be removed and disposed any liquid, debris or waste remaining inside existing tanks on the Purchase Property. Such removal and disposal shall not be a reimbursable cost, as set forth in Section 4.03.D.
In the course of the demolition work no hazardous wastes, toxins or contaminants were discovered. Buyer and Seller therefore agree that it is unnecessary for Buyer and Seller to jointly participate in any remedial activity regarding the presence of any such materials.

D. Except for those portions of the demolition work explicitly stated above to not be reimbursable costs, 33% of the cost of the demolition work, including the cost of consultants necessary or appropriate to effect such work, shall be reimbursed by Buyer to Seller. Buyer and Seller agree that the amount to be reimbursed by Buyer is $46,406.91, the calculations for such amount being set forth in Exhibit "C", which is incorporated herein by this reference. The reimbursed costs shall be paid by Buyer to Seller in annual installments over a period of time not to exceed five (5) years from the date of the close of escrow. Each payment shall include principal plus interest, with interest accruing beginning on the date of the close of escrow. The rate of interest shall be the average rate of return of Seller's pooled investments as of the date of close of escrow.
E. A portion of the Purchase Property may be located in Wetlands, as designated under the Federal Clean Water Act, Section 1251, et seq. of the United States Code, specifically Section 1344 thereof, and if so located, the construction or development on the Purchase Property of any structure or use which involves dredging or filling may be subject to these laws and/or require a permit from the U.S. Army Corps of Engineers.

4.04. Inspection Contingencies. Seller agrees to provide Buyer any contracts, leases and/or instruments which affect the Purchase Property and/or its operation within five (5) business days following the Effective Date. Seller believes that the only such documents in its possession are the Agreement of Lease between the City of Suisun City and Seller dated September 23, 1985, and the Amendment to such lease dated February 23, 1987.

Buyer shall deposit into escrow written acknowledgment of receipt of these items. Buyer shall have ten (10) business days following receipt thereof or five (5) days following the Effective Date, whichever is later, to review and approve these items. If, in the event Buyer does not approve any of these items in writing, this agreement shall be deemed to be null and void and Buyer and Seller shall have no further obligations.
4.05. **Possession.** Possession of the Purchase Property shall be given to Buyer on close of escrow.

4.06. **Existing Leases.** Parcel No. 032-180-41 is currently leased to the City of Suisun City. The lease has a thirty-day cancellation clause which the District will invoke no later than thirty days prior to close of escrow.

**ARTICLE 5. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION.**

5.01. **Authorization.** This Agreement has been duly authorized, executed and delivered.

5.02. **Outstanding Contracts.** There are no outstanding contracts made by Seller for any improvements on the Purchase Property which have not been paid in full, and Seller shall cause to be discharged any mechanic's and materialmen's liens arising from any labor and material furnished prior to the closing date. Other than the lease to the City of Suisun City, there are no leases, grazing agreements, service or other contracts or agreements relating to or affecting the Purchase Property.

5.03. **Actions and Defaults.** There are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Purchase Property or against Seller related
to Purchase Property, or related to Seller’s assets (if such action against Seller’s assets would affect Seller’s ability to carry out its obligations under this Agreement and all documents relating to it).

5.04 Hazardous Wastes. Seller has no knowledge concerning the existence of any hazardous wastes, toxins, or contaminants of any kind on, beneath or about the Purchase Property as of the Effective Date. As set forth in Section 4.03, Buyer has completed Buyer’s Site Assessment, which has revealed the presence of no such materials on or beneath the Purchase Property.

5.05 Indemnification Concerning Hazardous Wastes, Toxins or Contaminants. If after the close of escrow any hazardous wastes, toxins or contaminants of any kind are discovered on, beneath or about the Purchase Property, all liability arising out of the presence of such substances shall be Buyer’s. Buyer hereby agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees and agents from all damages, liability, penalties and fines of any nature including attorneys’ fees arising out of the presence of any such substance discovered on, beneath or about the Purchase Property after close of escrow.

5.06. Notice of Changed Circumstances. If Seller becomes aware of any fact or circumstance which would change a
representation or warranty made by Seller, then Seller shall immediately give written notice of such changed fact or circumstance to Buyer, but this shall not relieve Seller of its liabilities or obligations with respect to any representation or warranty.

ARTICLE 6. MISCELLANEOUS.

6.01 Notices. Notices shall be personally delivered or sent first class mail, registered or certified with return receipt requested, postage prepaid, addressed as follows:

Seller: Fairfield-Suisun Sewer District
1010 Chadbourne Road
Fairfield, CA 94585

Buyer: Suisun City Redevelopment Agency
701 Civic Center Boulevard
Suisun City, CA 94585-2600

Notices which are personally delivered shall be deemed to be given upon delivery. Notices which are mailed shall be deemed to be given three days following the day the notice is deposited in the U.S. mail.

6.02 Interpretation. This Agreement has been executed in Fairfield, California. The captions of paragraphs used in this Agreement are for convenience only. The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Seller and Buyer.
6.03. **Time of Essence.** Time is of the essence of this Agreement and of the escrow provided for herein.

6.04. **Attorneys' Fees.** In the event either Seller or Buyer shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the prevailing party in such proceeding shall be entitled to reasonable attorneys' fees to be determined by the Court.

6.05. **Integration.** This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter, which are not fully expressed herein.

6.06. **Additional Documents.** From time to time prior to and after the close of escrow, each party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

6.07. **Dependence and Survival of Provisions.** The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as
dependent upon and given in consideration of those of the other party, and shall survive the close of escrow and delivery of the deed.

6.08. **Information.** Within five (5) days after the Effective Date, Seller agrees to give Buyer access to all non-privileged soils, engineering and architectural data, maps, plans, notes, reports, drawings, specifications, and other materials in Seller's possession with respect to the Purchase Property.

6.09. **Severability.** Should any part, term, or provision of this contract be decided by the courts to be illegal or in conflict with any law of the State of California, or its political subdivisions, the validity of the remaining portions or provisions shall not be affected thereby, and the rights and obligations of the parties shall be construed and enforced accordingly.

DATED: June 7, 1994

BUYER: CITY OF SUISUN CITY REDEVELOPMENT AGENCY

By: [Signature]
Chairsman

ATTEST:

Linda Holson
Agency Secretary

DATED: May 25, 1994

SELLER: FAIRFIELD-SUISUN SEWER DISTRICT

By: [Signature]
President

ATTEST:

Vane Harley
Deputy District Clerk

14
IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, NORTH AMERICAN TITLE COMPANY HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE FROM COMMONWEALTH LAND TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES CONDITIONS AND STIPULATIONS OF SAID POLICY FORM.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN EXHIBIT "A" ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AS OF 7:30 A.M. MAY 12, 1993

LESLIE CRON
(ESCROW OFFICER)
THE FORM OR FORMS OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

California Land Title Association Standard Coverage Policy - 1988
American Land Title Association Loan Policy - 1987

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

FEE SIMPLE AS TO PARCELS ONE & FIVE, EASEMENT AS TO PARCELS TWO, THREE & FOUR

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

FAIRFIELD-SUISUN SEWER DISTRICT, A PUBLIC CORPORATION
THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF SUISUN CITY, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

COMMENCING AT A POINT ON THE NORTH BOUNDARY OF THE SOUTHWEST ONE-FOURTH OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, M.D.B.&M., SAID POINT BEING 26.74 CHAINS DUE EAST OF THE QUARTER SECTION CORNER ON THE WEST BOUNDARY OF SAID SECTION, SAID POINT BEING ALSO ON THE EAST BANK OF SUISUN SLOUGH; RUNNING THENCE DUE EAST 13.26 CHAINS; THENCE SOUTH 8.51 CHAINS TO THE BANK OF SUISUN SLOUGH; THENCE ALONG SAID BANK, IN A NORTHWesterLY DIRECTION TO THE PLACE OF BEGINNING.


PARCEL TWO:

AN EASEMENT FOR ROAD PURPOSES, GRANTED AS AN APPURTENANCE TO PARCEL ONE ABOVE IN THE DEED FROM THE FAIRFIELD-SUISUN SEWER DISTRICT TO JACK C. KEELER, DATED OCTOBER 4, 1966, RECORDED OCTOBER 13, 1966 IN BOOK 1422 OF OFFICIAL RECORDS, PAGE 408, INSTRUMENT NO. 28340, OVER THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN 4.62 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO FAIRFIELD-SUISUN SEWER DISTRICT RECORDED NOVEMBER 27, 1953 IN BOOK 695 AT PAGE 43, INSTRUMENT NO. 19009, OFFICIAL RECORDS OF SOLANO COUNTY, SAID POINT ALSO LYING ON THE WEST SIDE OF CEDAR STREET EXTENDED AS SAID STREET IS SHOWN ON A MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1 TO SUISUN, SOLANO COUNTY, CAL. ETC.", WHICH MAP WAS RECORDED IN THE OFFICE OF THE SOLANO COUNTY RECORDER IN BOOK 5 OF MAPS, AT PAGE 5, THENCE SOUTH 16°14' EAST, 199.51 FEET ALONG THE EASTERLY LINE OF SAID 4.62 ACRE PARCEL OF LAND; THENCE NORTH 8°12'12" EAST, 120.86 FEET; THENCE NORTH 16°14' WEST, 74.33 FEET ALONG THE EASTERLY LINE OF SAID CEDAR STREET EXTENDED; THENCE NORTH 89°23' WEST, 52.24 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

AN EASEMENT FOR ROAD PURPOSES, GRANTED AS AN APPURTENANCE TO PARCEL ONE ABOVE IN THE DEED FROM THE FAIRFIELD-SUISUN SEWER DISTRICT TO JACK C. KEELER, DATED OCTOBER 4, 1966, RECORDED OCTOBER 13, 1966 IN BOOK 1422 OF OFFICIAL RECORDS, PAGE 408, INSTRUMENT NO. 28340, OVER THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

WITHIN THAT CERTAIN 4.62 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO FAIRFIELD-SUISUN SEWER DISTRICT RECORDED NOVEMBER 27, 1953 IN BOOK 695 AT PAGE 43, INSTRUMENT NO. 19009, OFFICIAL RECORDS OF SOLANO COUNTY, CALIFORNIA, OVER THE PARCEL OF LAND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID 4.62 ACRE PARCEL OF LAND WHICH POINT ALSO LIES NORTH 89°23' WEST, 471.00 FEET FROM THE CENTER POINT OF SECTION 36, TSN, R2W, M.D.B.&M.; THENCE NORTH 89°23' WEST, 134.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 8°12'12" EAST, 310.04 FEET TO A POINT ON THE EASTERLY LINE OF 4.62 ACRE PARCEL OF LAND; THENCE NORTH 16°14' WEST, 120.86 FEET ALONG SAID EASTERLY LINE OF SAID 4.62 ACRE PARCEL OF LAND; THENCE SOUTH 8°12'12" WEST, 426.73 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID 4.62 ACRE TRACT OF LAND; THENCE SOUTH 89°23' EAST, 50.44 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL FOUR:

AN EASEMENT FOR ROAD PURPOSES, GRANTED AS AN APPURTENANCE TO PARCEL ONE ABOVE IN THE DEED FROM THE FAIRFIELD-SUISUN SEWER DISTRICT TO JACK C. KEELER, DATED OCTOBER 4, 1966, RECORDED OCTOBER 13, 1966 IN BOOK 1422 OF OFFICIAL RECORDS, PAGE 408, INSTRUMENT NO. 28340, OVER THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

OVER THAT CERTAIN REAL PROPERTY BEING A STRIP OF LAND 50 FEET WIDE WITHIN THAT CERTAIN 22.20 ACRE PARCEL DESCRIBED IN A DEED FROM THE CITY OF FAIRFIELD TO THE FAIRFIELD-SUISUN SEWER DISTRICT, DATED AUGUST 11, 1953 AND RECORDED NOVEMBER 27, 1953 IN THE OFFICE OF THE SOLANO COUNTY RECORDER AS INSTRUMENT NO. 19008, BEING ALSO THE EXTENSION SOUTHERLY OF CEDAR STREET AS SAID STREET IS SHOWN ON A MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1 TO SUISUN, SOLANO COUNTY, CALIFORNIA, ETC.", WHICH MAP WAS RECORDED IN THE OFFICE OF THE SOLANO COUNTY RECORDER IN BOOK 5 OF MAPS, AT PAGE 5, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF CEDAR STREET AT ITS INTERSECTION WITH THE SOUTHERLY LINE OF AN ALLEY - IN BLOCK 115, PROJECTED WESTERLY, AS SAID CEDAR STREET AND BLOCK ARE SHOWN ON SAID MAP; THENCE, ALONG THE WESTERLY LINE OF SAID CEDAR STREET, PROJECTED SOUTHERLY, SOUTH 16°15' EAST, 555.00 FEET MORE OR LESS TO THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED FROM THE CITY OF FAIRFIELD TO THE FAIRFIELD-SUISUN SEWER DISTRICT, DATED AUGUST 11, 1953 AND RECORDED NOVEMBER 27, 1953 IN THE OFFICE OF THE SOLANO COUNTY RECORDER AS INSTRUMENT NO. 19009; THENCE ALONG SAID NORTH LINE PROJECTED EAST, 52.15 FEET TO A POINT WHICH IS ON THE EASTERLY LINE OF SAID CEDAR STREET PROJECTED SOUTHERLY; THENCE, ALONG THE SAME NORTH 16°15' WEST, 555.00 FEET, MORE OR LESS TO THE SOUTHERLY SIDE OF SAID ALLEY; THENCE, ALONG THE SAME PROJECTED WESTERLY NORTH 89°45' WEST, 52.15 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:

PARCELS B and C AS SHOWN ON THE PARCEL MAP FILED FOR RECORD AUGUST 21, 1974, IN BOOK 8 OF PARCEL MAPS, PAGE 74, OFFICE OF THE RECORDER, SOLANO COUNTY.
THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED
EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY WOULD BE AS
FOLLOWS:

1. TAXES, a Lien, not yet due and payable.
   For Fiscal Year: 1993 - 1994

2. COUNTY AND MUNICIPAL TAXES, as follows:
   For Fiscal Year: 1992-93
   First Installment: CANCELLED
   Second Installment: CANCELLED
   Account No.: 32-180-41
   Code Area No.: 5017

3. COUNTY AND MUNICIPAL TAXES, as follows:
   For Fiscal Year: 1992-93
   First Installment: CANCELLED
   Second Installment: CANCELLED
   Account No.: 32-180-46
   Code Area No.: 5017

4. THE LIEN of supplemental taxes, if any, assessed pursuant to
   the provisions of Chapter 3.5 (commencing with Section 75) of
   the Revenue and Taxation Code of the State of California.

5. ANY EASEMENT FOR WATER COURSE OVER THAT PORTION OF SAID LAND
   LYING WITHIN THE BANKS OF SUISUN SLOUGH AND ANY CHANGES IN THE
   BOUNDARY LINE OF SAID LAND THAT HAVE OCCURRED OR MAY HEREAFTER
   OCCUR FROM NATURAL CAUSES.

6. RIGHTS AND EASEMENTS FOR COMMERCE, NAVIGATION, FISHERY AND
   RECREATION IN FAVOR OF THE PUBLIC, OR THE FEDERAL, STATE OR
   MUNICIPAL GOVERNMENT.

7. "ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT:
   (A) SOME PORTION OF SAID LAND IS TIDE OR SUBMERGED LAND, OR
       HAS BEEN CREATED BY ARTIFICIAL MEANS OR HAS ACCRETED TO
       SUCH PORTION SO CREATED; OR

   (B) SOME PORTION OF SAID LAND HAS BEEN BROUGHT WITHIN THE
       BOUNDARIES THEREOF BY AN AVULSIVE MOVEMENT OF SUISUN
       SLOUGH OR HAS BEEN FORMED BY ACCRETION TO ANY SUCH
       PORTION".

8. "ANY ADVERSE CLAIM OF THE STATE OF CALIFORNIA TO ANY PART OF
   THE INSURED PREMISES WHICH IS OR MAY BE ALLEGED BY THE STATE OF
   CALIFORNIA TO BE OR IS HEREAFTER DETERMINED TO BE LAND NOW OR
   FORMERLY FLOWED BY TIDAL OR NAVIGABLE WATERS".

PAGE 5
9. EASEMENT, and incidents thereto,

In Favor of : THE TOWN OF FAIRFIELD, A MUNICIPAL CORPORATION
Recorded, Official Records: JUNE 13, 1907
Book/Reel : 170 OF DEEDS
Page/Image : 150
Purpose : SEWER
Affects : A PORTION OF THE PREMISES

10. EASEMENT, and incidents thereto,

In Favor of : PACIFIC PORTLAND CEMENT COMPANY, A CORPORATION
Recorded, Official Records: OCTOBER 7, 1946
Book/Reel : 351
Page/Image : 218
Series/Instrument No. : 14245
Purpose : SURFACE RIGHT OF ENTRY
Affects : A PORTION OF THE PREMISES

11. ANY EASEMENT OR LESSER RIGHTS WHICH MAY BE CLAIMED AS TO A PORTION OF SAID LAND BY THE OWNERS OR USERS, INCLUDING ANY RIGHTS INCIDENTAL THERETO WHICH MAY BE ASCERTAINED BY MAKING INQUIRY OF SUCH OWNERS OR USERS OF GAS PIPE LINES, AS DISCLOSED BY THAT CERTAIN DEED;

Executed By : PACIFIC PORTLAND CEMENT COMPANY, A CORPORATION
Recorded, Official Records: OCTOBER 7, 1946
Book : 351
Page : 218
Instrument No. : 14245.

12. COVENANT AND AGREEMENT, WHICH AMONG OTHER THINGS PROVIDES FOR MAINTENANCE OF LEVEES AND FENCES;

In Favor of : GUS ERICKSEN
Recorded, Official Records: OCTOBER 28, 1949
Book : 506
Page : 24
Instrument No. : 11394

13. EASEMENT, and incidents thereto,

In Favor of : WILLIAM PIERCE, ET UX
Recorded, Official Records: JANUARY 21, 1959
Book/Reel : 957
Page/Image : 201
Series/Instrument No. : 1249
Purpose : ROADWAY PURPOSES
Affects : A PORTION OF THE PREMISES
14. EASEMENT, and incidents thereto,

In Favor of: JACK C. KEELER
Recorded, Official Records: OCTOBER 13, 1966
Book/Reel: 1422
Page/Image: 408
Series/Instrument No.: 28340
Purpose: ROAD PURPOSES
Affects: A PORTION OF THE PREMISES

15. ANY EASEMENTS OR LESSER RIGHTS WHICH MAY BE CLAIMED AS TO A PORTION OF SAID LAND BY THE OWNERS OR USERS, INCLUDING ANY RIGHTS INCIDENTAL THERETO WHICH MAY BE ASCERTAINED BY MAKING INQUIRY OF SUCH OWNERS OR USERS OF A P.G.&E. EASEMENT, AS DISCLOSED BY PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON AUGUST 21, 1974 IN BOOK 8 OF PARCEL MAPS, AT PAGE 74.

16. THE REQUIREMENT THAT AN ORDER FROM THE PUBLIC UTILITIES COMMISSION AND/OR THE INTERSTATE COMMERCE COMMISSION OBTAINED AUTHORIZING THE PROPOSED CONVEYANCE, ENCUMBRANCE OR LEASING OF THE HEREIN DESCRIBED PROPERTY, OR OTHER SATISFACTORY EVIDENCE THAT SAID PROPERTY IS "NON-OPERATIVE PROPERTY", AND IS NOT NECESSARY OR USEFUL IN THE PERFORMANCE OF ITS DUTIES TO THE PUBLIC, AND IS NOT NEEDED FOR OR USED IN THE CONDUCT OF ITS BUSINESS.

17. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.

18. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

19. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

Unless shown in the body of this preliminary report there appears of record no transfers or agreements to transfer the land described herein recorded during the period of twenty-four months prior to the date of this report, except as follows:

------ NONE ------

SHORT TERM RATE DOES NOT APPLY.
NOTICE IN PRELIMINARY REPORT

THIS A NOTICE OF A WITHHOLDING REQUIREMENT (CALIFORNIA REVENUE AND TAXATION CODE SECTIONS PROPERTY.

A RECENT CHANGE IN CALIFORNIA LAW REQUIRES STATE INCOME TAX WITHHOLDING OF 3-1/3% ON ALL SALES OF REAL PROPERTY BY A SELLER WITH A LAST KNOWN ADDRESS OUTSIDE THE BOUNDARIES OF CALIFORNIA. THIS PROVISION IS EFFECTIVE JANUARY 1, 1991. THIS LAW APPLIES TO SALES OF REAL PROPERTY BY BOTH INDIVIDUALS AND CORPORATIONS. PARTNERSHIPS ARE EXEMPT.

THE ONLY REAL PROPERTY EXEMPT FROM THIS REQUIREMENT IS:

1. PROPERTY WITH A CALIFORNIA HOMEOWNER EXEMPTION AND/OR
2. PROPERTY WHOSE SALES PRICE DOES NOT EXCEED $100,000.

SELLER MAY PROPERLY CLAIM CERTAIN EXEMPTIONS WHICH DO NOT RELATE TO THE PROPERTY ITSELF. IT IS THE BUYER WHO IS RESPONSIBLE FOR THE TAX WITHHOLDING OF SELLER'S PROCEEDS. PRINCIPALS AND THEIR REPRESENTATIVES MAY REQUEST MORE INFORMATION BY CONTACTING THE ADDRESS BELOW. THE SELLER MAY REQUEST A WAIVER OF WITHHOLDING BY CONTACTING:

FRANCHISE TAX BOARD
WITHHOLDING AT SOURCE UNIT
P.O. BOX 651
SACRAMENTO, CA 95812-0651
(916) 369-4900
CALIFORNIA ASSEMBLY BILL 512 ("AB 512") IS EFFECTIVE ON JANUARY 1, 1990. UNDER AB 512, NORTH AMERICAN TITLE COMPANY, INC., ("NATCO") MAY ONLY MAKE FUNDS AVAILABLE FOR MONETARY DISBURSAL IN ACCORDANCE WITH THE FOLLOWING RULES:

1. SAME DAY AVAILABILITY. DISBURSEMENT ON THE DATE OF DEPOSIT IS ALLOWED ONLY WHEN FUNDS ARE DEPOSITED TO NATCO IN CASH OR BY ELECTRONIC TRANSFER (WIRE). BEAR IN MIND THAT CASH WILL BE ACCEPTED FROM CUSTOMERS ONLY UNDER SPECIAL CIRCUMSTANCES AS INDIVIDUALLY APPROVED BY MANAGEMENT.

2. NEXT DAY AVAILABILITY. IF FUNDS ARE DEPOSITED TO NATCO BY CASHIER'S CHECKS, CERTIFIED CHECKS OR TELLER'S CHECKS, DISBURSEMENT MAY BE ON THE NEXT BUSINESS DAY FOLLOWING DEPOSIT. A "TELLER'S CHECK" IS ONE DRAWN BY AN INSURED FINANCIAL INSTITUTION AGAINST ANOTHER INSURED FINANCIAL INSTITUTION (E.G., A SAVINGS AND LOAN FUNDING WITH A CHECK DRAWN AGAINST AN FDIC INSURED BANK).

3. REGULATION CC. IF THE DEPOSIT IS MADE BY CHECKS OTHER THAN THOSE DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, DISBURSEMENT MAY OCCUR ON THE DAY WHEN FUNDS MUST BE MADE AVAILABLE TO DEPOSITORS UNDER FEDERAL RESERVE REGULATION CC. THIS Requires A "HOLD" ON SOME CHECKS OF 2 TO 7 DAYS OR LONGER IN SOME INSTANCES. PERSONAL CHECKS, DRAFTS, PRIVATE CORPORATION AND COMPANY CHECKS AND FUNDING CHECKS FROM MORTGAGE COMPANIES THAT ARE NOT TELLER'S CHECKS ARE AMONG THOSE CHECKS SUBJECT TO SUCH HOLDS.
LIST -- REPRINTED POLICY EXCLUSIONS A.

EXCEPTIONS

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY --1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date of the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

EXCEPTIONS FROM COVERAGE (SCHEDULE B - PART I)

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not they be matters excepted under (a), (b) or (c) are shown by the public records.

6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the estate of interest insured by this policy.

AMEERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)

AND AMERICAN LAND TITLE ASSOCIATION LEASE HOLD OWNER'S POLICY (10-17-92)

EXCLUSIONS FROM COVERAGE

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date of the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or for the estate or interest insured by this policy.

4. Any claim which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

(b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

(i) to timely record the instrument of transfer; or

(ii) of such recordation to impart notice to a purchaser for value or a judgement lien creditor.
EXHIBIT "B"

Grantor hereby reserves to itself from this grant an exclusive subsurface easement (with the exception of perpendicular crossings above its sewer lines to be approved in advance by Grantor), and a non-exclusive surface easement in gross for the right to construct, alter, operate, maintain and repair such sewer line or lines and appurtenances thereto in such sizes and configurations as the Grantor deems necessary over all that real property situate in the County of Solano, State of California, described as follows:

A portion of Parcel "B" as shown on the attached "Parcel Map", which is recorded in Book 8 of Parcel Maps at Page 74, Solano County Records,

COMMENCING at the northeasterly corner of Parcel "B" as shown on said "Parcel Map" with said corner also being the southeasterly corner of Parcel "A" as shown on said "Parcel Map"; thence westerly and northerly along the common boundary line between said Parcels "A" and "B" N 89°27'57" W 220.08 ft.; thence N 00°04'36" E 37.47 ft. to the TRUE POINT OF BEGINNING; thence continuing northerly and westerly along said common boundary line N 00°04'36" E 10.25 ft.; thence N 89°28'33" W 107.91 ft.; thence N 26°19'08" E 26.31 ft.; thence N 89°38'39" W 180.86 ft. to the southeasterly easement line of the Cedar Street Extension Cul-de-sac; thence leaving said common boundary line southwesterly along said cul-de-sac from a tangent bearing of S 51°46'19" W along a curve concave to the right with a radius of 47.00 ft. through a central angle of 27°06'37" for an arc length of 22.24 ft. to the common boundary line between Parcels "B" and "C" as shown on said "Parcel Map"; thence southerly along said common boundary line between Parcels "B" and "C" S 01°06'52" W 80.68 ft.; thence leaving said common boundary line N 46°45'50" E 82.83 ft.; thence S 89°23'00" E 261.67 ft. to the True Point of Beginning.

CONTAINING: 0.220 Acres more or less.
The easement reserved herein includes incidental rights of maintenance, repair and replacement of said sewerlines and appurtenances together with the free right of ingress and egress over and across the remaining portion of the Grantee’s property, insofar as such right of ingress and egress is necessary to the proper use of the rights reserved herein.

The Grantee has the right to landscape or make such other use of the lands included within the surface easement which is consistent with Grantor’s use, however such use by the Grantee shall not include the planting of trees or construction of permanent structures, including but not limited to houses, garages, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios or other architectural concrete structures within the easement.

This instrument shall bind and enure to the benefit of the successors and assigns of the parties hereto.
November 10, 1993

MEMORANDUM

TO: Rich Luthy
FROM: Marcie Bodeaux

SUBJECT: Old Treatment Plant Demolition, Summary of Costs

The cost of demolition of the old treatment plant and related activities are summarized below.

Non reimbursable costs:

1. Sludge and water analysis prior to disposal, Caltest  $1,532.50
2. WEOS, NSW - dewatering, sludge removal and tire disposal $16,670.02
3. Sludge removal by Dorfman/Young  $3,977.02
4. Dump fees for sludge  $6,366.65
5. Asbestos removal  $7,099.25
6. Subtotal, non reimbursable costs  $35,645.44

Reimbursable costs:

7. Demolition of structures  $132,883.00
8. Asbestos survey, Certified Environmental Consulting Inc. $7,744.00
9. Subtotal, reimbursable costs  $140,627.00

10. Total costs associated with demolition  $176,272.44

11. Thirty three percent of reimbursable costs $46,406.91

Per paragraph 3. F. 2. of the "Memorandum of Understanding Sale of Old Treatment Plant Site" reimbursable costs shall be calculated as 33% of demolition costs, including technical consultants for asbestos survey. Thirty three percent of line 9. above is $46,406.91.
September 13, 2007

MEMORANDUM

TO: Kathy Hopkins
THROUGH: Greg Baatrup
FROM: Marcie Bodeaux

SUBJECT: Deed Restriction Termination Agreement/Old Treatment Plant Site

Background: In 1994, the District and Suisun City Redevelopment Agency (Agency) entered into an agreement to transfer ownership of the Old Treatment Plant Site to Agency. The agreement addressed the demolition of the old treatment plant structures, the cost of which was shared by District and the Agency. An environmental assessment of the site for hazardous wastes, toxins and contaminants was completed by the Agency and no such substances were found. The agreement stipulated that the use of the property would be limited to various public uses.

Discussion: At this time, however, the Agency is interested in pursuing development of the property for residential use. The Agency has asked the District to remove the development restrictions of the 1994 agreement. The District’s Suisun Pump Station is located adjacent to the subject property. The Agency has agreed to address District concerns which include providing adequate buffer for the pump station and maintaining the existing sewer easements within the public right of way. Further, because the District anticipates expanding the Suisun Pump Station within the next few years, the Agency will grant to the District, at no cost, land adjacent to Suisun Pump Station (not the subject property) for the future expansion.

Fiscal Impact: This agreement will have no fiscal impact.

Recommendation: Staff recommends that the Board execute the agreement with the Suisun City Redevelopment Agency to remove the development restrictions on the parcel known as the Old Treatment Plant Site and to provide land for the future expansion of the Suisun Pump Station.
DEED RESTRICTION TERMINATION AGREEMENT

This DEED RESTRICTION TERMINATION AGREEMENT (this "Agreement") is made as of September 2, 2007, by and between the FAIRFIELD-SUISUN SEWER DISTRICT (the "District") and the REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY (the "Agency" and, together with the District, the "Parties"), with reference to the following facts.

RECITALS

A. On June 7, 1994, the Agency and the District entered into that certain Agreement for Purchase and Sale of Real Property (Old Treatment Plant Site) (the "Purchase Contract") in connection with the conveyance by the District to the Agency of certain real property located in the City of Suisun City, California, as more particularly described on Exhibit A attached hereto (the "Property").

B. The Purchase Contract set forth a certain use restriction to be contained in the grant deed conveying the Property to the Agency with respect to the use of the Property. On August 23, 1994, the District transferred the Property to the Agency by grant deed that was recorded on September 21, 1994; however the grant deed effecting such conveyance did not set forth the restriction outlined in the Purchase Contract.

C. In consideration for the termination by the District of the use restriction set forth in the Purchase Contract, the Agency shall ensure the reasonable transfer of adjacent property located next to the District's existing pump station at no cost to the District for any future expansion deemed necessary by the District. Further, the Agency shall ensure an adequate buffer along the eastern line of the existing pump station through the use of a roadway, parking spaces, or other landscaped public area, as deemed necessary by the District. Further, the Agency shall ensure that the Property shall not be used for any purpose which would be inconsistent with the District's operation of its pump station. Finally, the Agency shall not permit any encroachment of privately held property into existing sewer line easements.

D. The Agency and the District now wish to terminate the use restriction on the Property as contemplated in Section 4.01 of the Purchase Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the Parties agree as follows:

1. The Agency and the District hereby terminate the use restriction on the Property as contemplated in the Purchase Contract, effective immediately upon execution of this Agreement by all Parties.

2. The Agency shall ensure the reasonable transfer of adjacent property located next to the District's existing pump station at no cost to the District for any future expansion deemed necessary by the District. Further, the Agency shall ensure an adequate buffer along the eastern line of the existing pump station through the use of a roadway, parking spaces, or other landscaped public area, as deemed necessary by the District. Further, the Agency shall ensure that the Property shall not be used for any purpose which would be inconsistent with the District's operation of its pump station. Finally, the Agency shall not permit any encroachment of privately held property into existing sewer line easements.
3. The Parties hereto covenant and agree that they will execute any other and further instruments and documents that are or may become necessary or convenient to effectuate and carry out this Agreement, including documents to facilitate the transfer of adjacent property located next to the District's existing pump station at no cost to the District for any future expansion deemed necessary by the District.

4. The Agency agrees to indemnify, defend and hold harmless the District and its officers, directors, employees and agents from all claims, damages, liability, penalties and fines of any nature including attorneys fees, arising out of or related to the termination of the use restriction on the Property as set forth in this Agreement.

5. This Agreement shall bind and inure to the benefit of all the Parties' agents, directors, employees, heirs, personal representatives or executors, administrators, successors and assigns.

6. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, and all of which, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized representatives as of the date written above.

CITY OF SUISUN CITY
REDEVELOPMENT AGENCY

By: [Signature]
Executive Director

Attest:

By: [Signature]
Agency Secretary

Reviewed As To Form

By: [Signature]
Agency Counsel

FAIRFIELD-SUISUN SEWER DISTRICT,

By: [Signature]
President

[Signature]
District Clerk
PARCEL A
(8 PM 74)

PARCEL B
(8 PM 74)

PARCEL C
(8 PM 74)
FAIRFIELD-SUISUN SEWER DISTRICT  
RESOLUTION NO. 2007-26  
A RESOLUTION AUTHORIZING DEED RESTRICTION TERMINATION AGREEMENT WITH CITY OF SUISUN CITY REDEVELOPMENT AGENCY  

WHEREAS, on June 7, 1994, the City of Suisun City Redevelopment Agency (the "Agency") and the Fairfield-Suisun Sewer District (the "District") entered into that certain Agreement for Purchase and Sale of Real Property (Old Treatment Plant Site) (the "1994 Agreement"); and,  

WHEREAS, on September 21, 1994, a Grant Deed was recorded without the deed restriction included in the 1994 Agreement; and,  

WHEREAS, the Agency has agreed to cooperate with the District with respect to future development and expansion projects of the District within the Project Area; and,  

WHEREAS, the Agency and the District desire to remedy the inconsistencies between the 1994 Agreement and the Grant Deed by terminating the deed restriction; and,  

WHEREAS, the planned future expansion of the District’s Suisun Pump Station, located adjacent to the subject property, will require adequate buffer property and maintaining of current sewer easements within the public right of way; and,  

WHEREAS, the Agency will grant to the District separate property for the District’s purposes in exchange for termination of the deed restriction from the 1994 Agreement; and,  

WHEREAS, the grant of property to the District and the removal of the deed restriction are at no monetary cost, and are in the best interests of the public;  

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FAIRFIELD-SUISUN SEWER DISTRICT:  

1) The President of the Board of Directors is hereby authorized and directed to sign the Deed Restriction Termination agreement with City of Suisun City Redevelopment Agency.  

2) The General Manager is hereby authorized and directed to do all things necessary and proper to implement this resolution.  

PASSED AND ADOPTED this 24th day of September 2007, by the following vote:  

AYES: Directors ___________________________________________  

NOES: Directors ___________________________________________  

ABSENT: Directors _________________________________________  

ATTEST:  

__________________________  
Michael A. Segala  
President  

__________________________  
Vanna Hoppey  
District Clerk
May 10, 2018

MEMORANDUM

TO: Executive Committee

FROM: Greg Baatrup, General Manager

SUBJECT: Report on Nutrient Study Required by the San Francisco Bay Regional Water Quality Control Board’s Nutrient Watershed Permit


Background: In June 2017, staff provided a report to the Board (see Attachment #1) on the Bay Area wide effort to understand the severity of Nutrient loading to San Francisco Bay. The June 2017 staff report provided an explanation of the Nutrient impacts to the environment, the San Francisco Bay and the Fairfield-Suisun Sewer District. Staff also made a presentation to the Board on the potential implications of various strategies to reduce nutrient loading from wastewater treatment agencies. The implications range from do nothing, to treatment plant upgrades, to meet assumed nutrient limits that could be implemented if necessary to improve water quality.

The District, through the Bay Area Clean Water Association (BACWA) and in cooperation with the 36 other plants regulated under the Nutrient Watershed Permit, have been participating in engineering studies to identify the improvements necessary to meet certain nutrient effluent limits. The final draft of the report is in and indicates the District could have substantial costs to meet limits that were analyzed in the report. A copy of the Executive Summary is attached as Attachment #2.

Staff intends to provide a presentation to the Board of the implications to the District.

Attachments: #1 - Copy of June 2018 Report to the Board
#2 - Copy of Executive Summary from BACWA
MEMORANDUM

TO: Board of Directors

FROM: Greg Baatrup, General Manager

SUBJECT: Presentation: Nutrient Watershed Permit and Potential Implications for FSSD

Recommendation
Receive report and file

Background

Nutrients and the Environment
Nitrogen and phosphorus are nutrients that are natural parts of aquatic ecosystems. Nitrogen is also the most abundant element in the air we breathe. Nitrogen and phosphorus support the growth of algae and aquatic plants, which provide food and habitat for fish, shellfish and smaller organisms that live in water.

However, if there is too much nitrogen and phosphorus in the environment - usually from a wide range of human activities - the air and water can become polluted. Nutrient pollution has impacted many streams, rivers, lakes, bays and coastal waters, resulting in serious environmental and human health issues, and impacting the economy.

Too much nitrogen and phosphorus in the water causes algae to grow faster than ecosystems can handle. Significant increases in algae harm water quality, food resources and habitats, and decrease the oxygen that fish and other aquatic life need to survive. Large growths of algae are called algal blooms, and they can severely reduce or eliminate oxygen in the water, leading to illnesses in fish and the death of large numbers of fish. Some algal blooms are harmful to humans because they produce elevated toxins and bacterial growth that can make people sick if they come into contact with polluted water, consume tainted fish or shellfish, or drink contaminated water.

Nutrient Issues for San Francisco Bay
San Francisco Bay has higher concentrations of the nutrients nitrogen and phosphorous than many US estuaries due to large inputs from treated wastewater effluent and nonpoint source runoff from the Sacramento and San Joaquin Rivers. Despite its abundant nutrient supply, San Francisco Bay has exhibited resistance to classic symptoms of nutrient over-enrichment observed
in other estuaries, such as large phytoplankton (i.e., algae) blooms and low dissolved oxygen.

Beginning in the late 1990s, however, phytoplankton levels began increasing sharply in South Bay, raising concerns that the San Francisco Bay’s resistance to high nutrient loads was weakening. In response to those concerns, regulators and stakeholders collaboratively launched the San Francisco Bay Nutrient Management Strategy (NMS), a multi-year science and monitoring program that will build the scientific foundation to inform major nutrient management decisions for the Bay Area.

The regulating community, particularly the San Francisco Bay Regional Water Quality Control Board, adopted a Nutrient Watershed permit that obligates Publicly Owned Treatment Works to 1) increase monitoring and reporting of nutrient discharges, 2) conduct studies on strategies to reduce nutrient discharge to San Francisco Bay.

Nutrient Issues for FSSD
The District, through the Bay Area Clean Water Association (BACWA) and in cooperation with the 36 other plants regulated under the Nutrient Watershed Permit, have been working on these studies. The results are still preliminary and not yet published, but indicate the District could have substantial costs to meet limits that were analyzed in the report.

The multi-year science and monitoring program will help the regulating community establish effluent limits that will be necessary to protect San Francisco Bay. As noted, these are multi-year studies so effluent limits may not be established and treatment plant improvements may not be needed until 2024 to 2029.

Staff will provide a presentation of the implications to the District.
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To the Reader: An Introduction to Report

This report is part of the response to the Regional Watershed Permit requirements. This report presents the results of the plant assessment and opportunities for nutrient reductions due to optimization and upgrades as well as the associated costs for nutrient removal. It is based on the findings of the site visit and the site visit report completed in 2015. It is important to note that the technologies identified in this evaluation for sidestream treatment and plant upgrades are meant to serve as placeholders to understand potential site requirements and costs, should they be needed. It is anticipated that each agency would do additional planning to refine recommended projects prior to implementation.

Regional Watershed Permit Overview:

Nutrients in the San Francisco Bay (SF Bay) are a growing concern for the Bay Area water quality community. Historically, the SF Bay has not been adversely impacted by nutrient loading, although there are indications that its historic resilience to the effects of nutrient enrichment may be weakening.\(^1\)\(^,\)\(^2\) While the definition of impairment has not been reached, there is concern that the SF Bay has reached a tipping point that might lead to impairment. Numerous scientific studies are being conducted to understand the impact of nutrients on the SF Bay. As a result, it may be necessary to limit the availability of essential nutrients, by implementing some form of nutrient removal to address three potential challenges:

1. Ammonia toxicity and/or inhibition of phytoplankton growth. Full or partial nitrification may be required.
2. Eutrophication. Denitrification may be required where total inorganic nitrogen is the limiting nutrient.
3. Undesirable phytoplankton assemblage changes due to the ratio of nitrogen to phosphorus. Phosphorus reduction may be required.

On April 9, 2014, the Water Board issued Order No. R2-2014-0014, Waste Discharge Requirements for Nutrients from Municipal Wastewater Discharges to San Francisco Bay (Watershed Permit). The Watershed Permit sets forth a regional framework to facilitate collaboration on studies that will inform future management decisions and regulatory strategies. The permit includes four key elements for evaluating nutrient load reduction opportunities at POTWs (if supported by sound science):

1. Plant optimization
2. Sidestream treatment
3. Plant upgrades
4. Nutrient reduction by other means (including source control, natural treatment systems, diversion of effluent to water recycling, and others)


In response to the Watershed Permit, the POTWs are working collectively under the joint powers agency, Bay Area Clean Water Agencies (BACWA), to submit one coordinated study.

This plant report is part of the coordinated study, which includes analyses for 37 POTWs that discharge to SF Bay. This report has been prepared using an approach and underlying assumptions accepted by the Water Board as documented in the Scoping and Evaluation Plan (2015).
Executive Summary

Fairfield-Suisun Sewer District (FSSD) owns and operates the Fairfield-Suisun Wastewater Treatment Plant (WWTP) located in Fairfield, CA and discharges treated effluent to Boynton Slough, Duck Pond 1, Duck Pond 2, and Ledgewood Creek. The plant has an average dry weather flow (ADWF) permitted capacity of 23.7 million gallons per day (mgd).

A summary of the flows and loads for the current conditions, optimization, sidestream and upgrade strategies are presented in Table ES-1. Capital costs, operation and maintenance (O&M) costs and unit costs (e.g., $/gpd) were developed for each strategy.

Table ES-1. Summary of Costs and Load Reductions

<table>
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<tr>
<th>Parameter1</th>
<th>Unit1</th>
<th>Current Dry Season</th>
<th>Current Year Round</th>
<th>Opt. Dry Season2</th>
<th>Opt. Year Round3</th>
<th>Level 2 Dry Season3</th>
<th>Level 2 Year Round3</th>
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Nutrients to Bay (Average)2

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<th>Opt. Dry Season2</th>
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<td>5</td>
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<td>TN</td>
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<td>TP</td>
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Costs4,5

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Unit Costs6

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<tr>
<td>Total PV</td>
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<td>1.5</td>
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1. mgd = million gallons per day; TN = Total Nitrogen; TP = Total Phosphorus; O&M = Operations and Maintenance; PV = Present Value.
2. The current flows and loads to the Bay are the average annual 2015 BACWA Nutrient Reduction Study Group Annual Report (data from 7/2012-6/2015). The reported flows and loads for optimization, upgrades, and sidestream represent average projected loads discharged to the Bay for the period of analysis (10-yr for optimization and 30-yr for upgrades and sidestream).
3. Dry Season = facilities sized for May 1 through September 30 loads but operate year round; year round = facilities sized for year round loads and operated year round. The sidestream facilities are sized for a year round loads and operated year round.
4. Costs are referenced to the ENR SF CCI for November 2017 at 12,015. Costs do not include changes in solids handling or changes in energy requirements in other unit processes. Level 3 costs are inclusive of facilities needed to meet Level 2.
5. PV is calculated based on a 2 percent discount rate for 10 years (optimization) and 30 years (sidestream and upgrades).
6. The unit load reduction cost was calculated by dividing the capital or total present value by the design flow.
7. Optimization and upgrades include the on-going blower replacement total project cost (anticipated total project cost of $11.6 Mil)
The recommended optimization strategy to reduce nutrient loads in the plant effluent includes:

1. Convert a portion of the first aeration zone to anoxic zones (limited to Trains A and B) for reducing TN discharge loading. This will require at a minimum wall sections and mixers. This strategy includes the on-going blower replacement total project cost as this project directly relates to ammonia and total nitrogen load reduction.

2. Add metal salt chemical feed facility to increase dosing at the filters. This will assist with reducing total phosphorus discharge loads. While potentially viable, there is concern that this might overload the filters with solids. Testing is recommended to confirm whether overloading the filters would fatally flaw this strategy.

The FSSD WWTP is considered a candidate for sidestream treatment to reduce TN and TP loads as the plant anaerobically digests biosolids and dewaterers to produce a return sidestream laden with nutrients. The plant already removes a portion of raw influent TN and TP loads. Sidestream treatment would further enhance such nutrient load reductions. For TN load reduction in the sidestream, a potential sidestream treatment strategy is a deammonification technology. For TP load reduction in the sidestream, metal salt coagulant (e.g., ferric chloride) dosing in the sidestream would precipitate phosphorus which could be captured with biosolids and removed from the discharge.

Besides the listed sidestream technologies, FSSD is in partnership with Lystek International Inc. (Lystek) and evaluating a means to eliminate the mechanical dewatering return sidestream. The approach is to deliver non-dewatered WWTP biosolids directly to Lystek for blending with dryer biosolids from other agencies. Such an approach would completely remove the mechanical dewatering sidestream and any nutrient loads associated with a mechanical dewatering return sidestream. The District would want to pursue that option first before utilizing additional resources for a sidestream treatment system.

This evaluation is based on the sidestream deammonification and metal salt coagulant technologies with the understanding that the Lystek partnership would be under consideration.

The upgrade strategies to achieve Levels 2 and 3 for the entire plant flow include:

1. Level 2 (15 mg TN-N/L and 1 mg TP-P/L):
   a. Convert the first aeration zones to anoxic zones (limited to trains A/B).
   b. Add chemical feed facilities at the primaries and operate as chemically enhanced primary treatment.
   c. Add mixed liquor return pumping for trains A/B/C.
   d. Add additional aeration trains.
   e. Add new blowers per the on-going blower replacement project.
   f. Expand the filter complex.

2. Level 3 (6 mg TN-N/L and 0.3 mg TP-P/L)
   a. Same as Level 2, plus
   b. Expand the aeration trains to provide nutrient removal polishing zones.
   c. Add chemical feed facilities for an external carbon source to further reduce TN loads. Possible carbon sources include, but are not limited to:
i. Established carbon sources commonly used at treatment plants (e.g., methanol, acetic acid, etc.)

ii. Lystek product, LysteCarb, which is currently being tested for use as an external carbon source. This would be located on site and potentially minimize feed facilities.

iii. Candy waste from nearby Jelly Belly as a carbon source rather the current approach of using it to feed the digester for enhanced biogas production.

d. Add a rapid mix/flocculation tank upstream of the filters.

e. Add sidestream treatment (deammonification technology).

Capital costs, O&M costs and present value costs were determined for optimization, sidestream treatment, Level 2 upgrades and Level 3 upgrades. These costs do not account for changes in solids handling requirements or energy requirements in other unit processes.

As shown in Table ES-1, and as might be expected, the costs generally increase from optimization to sidestream treatment, and again to Level 2 and Level 3 upgrades, respectively. The costs generally increase for both capital and O&M from the dry season to year round. Overall, the present value costs range from $18.5 Mil for optimization (includes the on-going blower replacement project) up to $136 Mil for Level 3 year round upgrades. In addition to costs, the relative increase in greenhouse (GHG) emissions was also evaluated. The GHG emissions associated with energy increased with the treatment level. In contrast, the GHG emissions associated with chemicals decreased with treatment level.
May 10, 2018

MEMORANDUM

TO: Executive Committee
FROM: Greg Baatrup, General Manager
SUBJECT: Reschedule the May 21, 2018 Board Meeting

Recommendation: Consider options for the May meeting and provide direct to staff.

Discussion: In Resolution No.2017-10, the Board set May 21, 2018 as the May Board of Directors meeting. It is reported that President Segala and Director Wilson will be out of town and unable to attend the meeting.

Options for the May meeting:
1. Keep the date
2. Reschedule to another date
3. Cancel the May meeting
May 9, 2018

MEMORANDUM

TO: Greg Baatrup, General Manager

THROUGH: Talyon Sortor, Assistant General Manager

FROM: Giti Heravian, Laboratory Manager

SUBJECT: Operating Data Summary – 2018

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<td>Percent Samples in Compliance</td>
<td>100%</td>
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</tbody>
</table>
Fairfield-Suisun Sewer District
Capacity Fee Revenue

- Fairfield
- Suisun City
- Budget
- Average

2015/16
2016-17
2017-18

$0
$100,000
$200,000
$300,000
$400,000
$500,000
$600,000
$700,000
$800,000
$900,000
$1,000,000
May 10, 2018

MEMORANDUM

TO: Executive Committee
FROM: Greg Baatrup, General Manager
SUBJECT: Potential Presentations for Board of Director Meetings


Discussion: Historically, staff has provided presentations associated with actions items for projects or other issues that might impact District operations. The Executive Committee Meeting asked that a list of potential presentation topics be created and maintained.

This list is not intended to capture presentations that are already included in the Board calendar. A review and update of the list will be included in monthly Executive Committee agenda.

Potential Presentations
  • Overview of District Insurance Provider and Coverages
  • Show and Tell of District-owned property
  • Highlights of the District Outreach program
  • Summary of District services provided to City of Fairfield and City of Suisun City
  • Impacts of Sea level rise on District facilities
MEMORANDUM

TO: Executive Committee

FROM: Greg Baatrup, General Manager

SUBJECT: Board Calendar

**Recommendation:** Review and comment as necessary on the calendar items.

**Background:** Attached is a listing of the contemplated agenda items for the next 12 months and a recap of the non-routine agenda items. These are provided as a recap of action from the last 12 months and as a look ahead for the next 12 months. The contemplated agenda items may vary from the table as issues and priorities change overtime.

Attachment: #1- Board Calendar
### Contemplated and Recent Board of Directors Agenda Items

**May 10, 2018**

<table>
<thead>
<tr>
<th>Month</th>
<th>Year</th>
<th>Contemplated Board of Directors Meeting Agenda Items</th>
<th>Executive Committee</th>
<th>Board of Directors</th>
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</thead>
<tbody>
<tr>
<td>May 2018</td>
<td></td>
<td>1. Closed Session - General Manager Performance Evaluation</td>
<td>5/14/2018</td>
<td>5/21/2018</td>
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<td>2. Investment Policy Update</td>
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<td>3. Award Consulting Services Contract for Electrical Upgrade Project</td>
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<td>4. Board Compensation</td>
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<tr>
<td>July 2018</td>
<td></td>
<td>1. Quarterly General Manager Report</td>
<td>7/16/2018</td>
<td>7/23/2018</td>
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<td>2. Quarterly Investment Report from PFM</td>
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<td></td>
<td>3. Award Construction Services Contract for 2018 Paving Project</td>
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<td></td>
<td>May</td>
<td>4. Discuss Items to be included in Board Workshop</td>
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<td></td>
<td>2018</td>
<td>5. Budget Review</td>
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<td>August 2018</td>
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<td>Not Scheduled</td>
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<td>September 2018</td>
<td></td>
<td>1. Special Board Meeting - Workshop</td>
<td>9/8/2018</td>
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<td>2. Review Workshop Action Items</td>
<td>9/17/2018</td>
<td>9/24/2018</td>
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<td>3. Directors Report on CASA Annual Conference</td>
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<td>4. Receive Report on Second Year OMRC</td>
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<tr>
<td>October 2018</td>
<td></td>
<td>1. Quarterly General Manager Report</td>
<td>10/15/2018</td>
<td>10/22/2018</td>
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<td>2. Quarterly Investment Report</td>
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<tr>
<td>November 2018</td>
<td></td>
<td>1. Board of Directors 2019 Meeting Schedule</td>
<td>11/19/2018</td>
<td>11/26/2018</td>
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<tr>
<td>December 2018</td>
<td></td>
<td>Not Scheduled</td>
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<td>2. Quarterly Investment Report</td>
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<td>3. Election of Officers/Executive Committee</td>
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<td>4. Certify SSMP Update</td>
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<td>February 2019</td>
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<td>Not Scheduled</td>
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<td>2. Directors Report on CASA DC Conference</td>
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<td>2. Quarterly Investment Report</td>
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<td>Month</td>
<td>Year</td>
<td>Recent Non-routine Agenda Items</td>
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<td>May 2017</td>
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<td>1. Approve Award of Construction Services Agreement, 2017 Coating Project</td>
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<td>2. Consider time extension for pipeline covered under the 1974 Recycled Water Agreement</td>
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<td>3. Consider 3rd Amendment to Agreement with Lewis Homes</td>
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<td>4. Report on April 2017 Earth Day Activities</td>
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<td>June 2017</td>
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<td>1. Report on Supreme Court decision</td>
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<td>2. Consider time extension for pipeline covered under the 1974 Recycled Water Agreement</td>
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<td>4. Report on April 2017 Earth Day Activities</td>
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<td>July 2017</td>
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<td>1. Quarterly General Manager Report</td>
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<td>2. Quarterly Investment Report from pfm</td>
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<td>3. Resolution deferring increase in Board Member compensation</td>
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<td>4. Executive Committee recommendation on changes to General Manager compensation</td>
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<td>August 2017</td>
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<td>Not Scheduled</td>
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<td>September 2017</td>
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<td>1. Receive 1st Year Organics Material Recovery Center Operation Report</td>
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<td>2. Report on SCR 80 (Dodd)</td>
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<td>3. Board of Directors Report on CASA Annual Conference</td>
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<td>5. Board topics for December 9, 2017 Workshop</td>
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<td>October 2017</td>
<td></td>
<td>1. Quarterly General Manager Report</td>
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<td>2. Quarterly Investment Report</td>
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<td>3. Report on Palo Alto Sludge RFP and consider Letter of Intent to participate in response to RFP</td>
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<td>November 2017</td>
<td></td>
<td>1. Board 2016 Meeting Schedule</td>
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<td>2a. Approve Award of Construction Services Agreement, Blower Project</td>
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<td>2b. Approve Design Services during Construction Agreement, Blower Project</td>
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<td>2c. Approve Professional Services for PLC/SCADA programming, Blower Project</td>
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<td>3. Independent Auditors Report for FY 2016/17</td>
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<td>December 2017</td>
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<td>Not Scheduled</td>
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<td>January 2018</td>
<td></td>
<td>1. Quarterly Investment Report</td>
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<td>2. Quarterly General Manager Report</td>
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<td>3. Resolution Congratulating retirees on the occasion of their retirement</td>
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<td>4. Resolution of Support for legislative changes to the FSSD Act</td>
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<td>5. Report on Master Plan Update Study</td>
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<td>February 2018</td>
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<td>1. Special Meeting - Resolution of support for legislative changes to the FSSD Act</td>
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<td>March 2018</td>
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<td>1. Adopt Resolution approving pay rate scheduled for 2017/18</td>
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<td>2. Presentation on Nereda Pilot Test for treating nutrients</td>
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<td>3. Presentation on opportunities to expand Organics processing</td>
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<td>4. Presentation on opportunities with the California Conservation Corps</td>
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<td>5. Approval of 2018 Coatings Construction Contract</td>
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<td>6. Approval of Construction Contract for repair sewer crossing at Ledgewood Creek</td>
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<td>7. Directors Report on CASA Winter Meeting</td>
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<td>8. Directors Report on CASA DC Conference</td>
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<td>April 2018</td>
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<td>1. Quarterly General Manager Report</td>
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<td>2. Quarterly Investment Report</td>
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<td>3. Review of draft District videos</td>
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