

**CUPERTINO SANITARY DISTRICT
SANITARY BOARD MEETING
WEDNESDAY, JANUARY 3, 2018**

A_G_E_N_D_A

Meeting to be held at 7:30 p.m. in the **Stevens Creek Office Center,
Suite 100, 20863 Stevens Creek Boulevard**, Cupertino, California.

1. ROLL CALL:

2. MINUTES:

- A. APPROVAL OF THE MINUTES OF DECEMBER 20, 2017
- B. APPROVED MINUTES OF DECEMBER 06, 2017

3. PERSONAL PRESENTATIONS:

THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE BOARD ON ANY MATTER NOT ON THE AGENDA. SPEAKERS ARE LIMITED TO THREE (3) MINUTES.

ALL STATEMENTS REQUIRING A RESPONSE WILL BE REFERRED TO STAFF FOR FURTHER ACTION. IN MOST CASES, STATE LAW WILL PROHIBIT THE BOARD FROM MAKING ANY DECISIONS WITH RESPECT TO A MATTER NOT LISTED ON THE AGENDA.

4. CORRESPONDENCE:

- A. CSRMA - NOTICE OF INTENT TO AMEND BYLAWS
- B. PUBLIC RECORD ACT REQUEST – FAIR CONTRACTING CORP.

5. MEETINGS:

- A. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT TECHNICAL ADVISORY COMMITTEE (TAC) TO BE HELD JANUARY 9, 2018
- B. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT ADVISORY COMMITTEE (TPAC) TO BE HELD JANUARY 11, 2018
- C. CSRMA PRE-CASA CONFERENCE RISK MANAGEMENT SEMINAR TO BE HELD JANUARY 24, 2018 IN PALM SPRINGS, CA

D. CASA CONFERENCE TO BE HELD JANUARY 24-26, 2018 IN PALM SPRINGS, CA (CONFIRMATION SHEET)

6. REPORTS:

NONE

7. UNFINISHED BUSINESS:

A. BOARD WORKSHOP - CAPITAL PROJECT PRIORITIZATION

8. NEW BUSINESS:

NONE

9. STAFF REPORT:

A. CALABAZAS/TANTAU CONSTRUCTION PROJECT STATUS

10. CLOSED SESSION:

A. CONFERENCE WITH LEGAL CONSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One Case

11. ADJOURNMENT:

**CUPERTINO SANITARY DISTRICT
MEETING/EVENT SCHEDULE**

JANUARY 2018

01/01: Holiday – Office Closed
 01/03: 1st Regular Meeting
 01/08: TAC Meeting
 01/11: TPAC Meeting
 01/17: 2nd Regular Meeting
 01/24-26: CASA Conference-Palm Springs

JANUARY 2018						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 HOLIDAY	2	3 1 st Regular Meeting	4	5	6
7	8 TAC	9	10	11 TPAC	12	13
14	15	16	17 2 nd Regular Meeting	18	19	20
21	22	23	24	25	26	27
			CASA Winter Conference			
28	29	30	31			

FEBRUARY 2018

02/05: TAC Meeting
 02/07: 1st Regular Meeting
 02/08: TPAC Meeting
 02/21: 2nd Regular Meeting

FEBRUARY 2018						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 TAC	6	7 1 st Regular Meeting	8 TPAC	9	10
11	12	13	14	15	16	17
18	19	20	21 2 nd Regular Meeting	22	23	24
25	26	27	28			

MARCH 2018

03/05: TAC & SCCSDA Meetings
 03/07: 1st Regular Meeting
 03/08: TPAC Meeting
 03/21: 2nd Regular Meeting

MARCH 2018						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 TAC SCCSDA	6	7 1 st Regular Meeting	8 TPAC	9	10
11	12	13	14	15	16	17
18	19	20	21 2 nd Regular Meeting	22	23	24
25	26	27	28	29	30	31

SANITARY BOARD MEETING WEDNESDAY, DECEMBER 20, 2017

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:28 p.m. in the Stevens Creek Office Center, 20863 Stevens Creek Boulevard, Suite 100, Cupertino, California.

ROLL CALL:

President Gatto called the meeting to order and the following proceedings were had to wit: Roll call was taken, with the following members in attendance:

Directors present: William A. Bosworth, John M. Gatto, Patrick S. Kwok, Angela S. Chen and Taghi S. Saadati.

Staff present: District Manager Richard K. Tanaka, Deputy District Manager Benjamin Porter, and Counsel Marc Hynes.

Guests present: Northpoint HOA representatives Dan Petroff, Sherri Elliott, and Zayra Yves.

MINUTES & BILLS:

- A. On a motion by Director Saadati, seconded by Director Chen, by a vote of 5-0-0, the Minutes of Wednesday, December 6, 2017 were approved, with revision.
- B. By consensus, the Approved Minutes of November 15, 2017 were Noted & to be Filed.
- C. The Board reviewed the financials. On a motion by Director Chen, seconded by Director Kwok, by a vote of 5-0-0, the payment of Bills for the month of November were approved.
- D. The Directors submitted their December 2017 timesheets to Staff.

PERSONAL PRESENTATIONS:

By unanimous vote, Item 8A was moved up immediately after the personal presentation agenda. There was no personal presentation.

Agenda Item 8A – Northpoint HOA

Representatives of Northpoint HOA, Sherri Elliott, Dan Petroff and Zayra Yves were in attendance. The HOA members asked for clarification as to what the District is responsible for in regards to sewer maintenance. Manager Tanaka cited that Ordinance No. 117 was adopted early 2017 with proper legal notification, public hearing process and publication pertaining to clarifications of maintenance policy for laterals. Manager Tanaka explained the District responsibility for maintenance where District sewer main is located in an easement.

Elliott maintained that no maintenance had occurred in the past 20 years, resulting in necessary repairs. Manager Tanaka explained that mainline cleaning schedule is 2-3 years; there is no cleaning schedule for lower laterals unless owner calls the District with sewer problems/blockages. Staff was directed to provide Northpoint HOA with requested information (copy of Ordinance and maintenance records).

CORRESPONDENCE:

There was none.

MEETINGS:

- A. The Board confirmed attendance and itinerary for CASA Conference to be held January 24-26, 2018 in Palm Springs, California.

REPORTS:

There were none.

UNFINISHED BUSINESS:

- A. Staff gave a presentation to the Board on the District Capital Program.

Deputy District Manager Porter excused himself from the meeting at 9:15 p.m.

NEW BUSINESS:

- A. See “Personal Presentations”, “Agenda Item 8A – Northpoint HOA”

- B. 2018 Election of Officers and Appointment to Committees:

The Board elected District Officers for 2018, effective December 20, 2017. On motion by President Gatto, the Slate of Officers for the District were seconded and approved as follows:

- President - William A. Bosworth, motion seconded by Director Kwok
- Secretary - Patrick S. Kwok, motion seconded by Director Chen
- Secretary Pro-Tem - Angela S. Chen, motion seconded by Director Kwok

Directors thanked President Gatto for a job well done. Newly elected President Bosworth presided the meeting herein.

By concurrency, it was ordered that the Slate of Representatives for the District be approved, effective December 20, 2017, as follows:

TPAC Alternate	Director Gatto Director Kwok
Special Districts Association Alternate	President Bosworth Director Chen
CASA Alternate	President Bosworth None
CSRMA Alternate	President Bosworth Director Chen

Finance Committee

Director Chen (Director in Position 3)
Director Saadati (Director in Position 4)

TAC

Manager Tanaka

STAFF REPORTS:

- A. Manager Tanaka provided an update on the status of Calabazas/Tantau Construction Project.
- B. Manager Tanaka reported on the Monthly Maintenance report.

CLOSED SESSION:

President Bosworth adjourned the regular meeting session and opened the closed session at 9:25 p.m. in accordance with government code section 54956.9(d)4 to discuss anticipated litigation. President Bosworth adjourned the closed session and the regular meeting was called to order at 9:33 p.m.

Reportable action: There was no reportable action.

ADJOURNMENT:

On a motion properly made and seconded, at 9:34 p.m. the meeting was adjourned.

President of the Sanitary Board

Secretary of the Sanitary Board

SANITARY BOARD MEETING
WEDNESDAY, DECEMBER 06, 2017

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:28 p.m. in the Stevens Creek Office Center, 20863 Stevens Creek Boulevard, Suite 100, Cupertino, California.

ROLL CALL:

President Gatto called the meeting to order and the following proceedings were had to wit: Roll call was taken, with the following members in attendance:

Directors present: William A. Bosworth, John M. Gatto, Patrick S. Kwok, Angela S. Chen, and Taghi S. Saadati.

Staff present: District Manager Richard K. Tanaka and Staff Member Abigail Guzman. Counsel Marc Hynes was absent (excused), with representation provided by his colleague, Steve Baird.

MINUTES & BILLS:

On a motion by Director Saadati, seconded by Director Kwok, by a vote of 4-0-1, the Minutes of Wednesday, November 15, 2017 were approved. Director Chen abstained.

By consensus, the Approved Minutes of October 18, 2017 were Noted & to be Filed.

PERSONAL PRESENTATIONS:

There were none.

CORRESPONDENCE:

- A. Request from City of Cupertino for CuSD Staff to Serve on Technical Advisory Committee (TAC) for Junipero Serra Trail Project. Director Gatto requested Director Taghi oversee CuSD participation.
- B. Private Lateral Ordinance. Manager Tanaka reported cities and Districts aiming to reduce I/I by upgrading private laterals and ordinances that govern their ownership.
- C. Final Cost Allocations for SJ-SC Wastewater O&M for FY 2016-17. Manager Tanaka reported that City spent about 90% of O&M budget.

MEETINGS:

- A. Regular Meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) To Be Held December 11, 2017 was cancelled.
- B. Regular Meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) To Be Held December 14, 2017 was cancelled.
- C. CASA Winter Conference to be held January 24-26, 2018. Director Chen will not attend.

REPORTS:

- A. Director Bosworth reported on the Santa Clara County Special Districts Association Meeting held December 4, 2017. Discussion included the value of overlapping agencies and cities considering the best interest of their common constituents.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

- A. Before discussion of Garrod Farms Draft Installer's Agreement, Director Bosworth excused himself from hearing and voting on this item because of his potential financial interest. On approval by the Board, Director Bosworth left the board meeting. The Board reviewed draft Installer's Agreement and discussed construction timeframe. Staff is to add timing and expiration language to agreement and bring back to the Board.
- B. Directors Bosworth returned to his respective board seat. The Board discussed the District's 2017 Annual Audit Report. Manager Tanaka summarized findings and highlighted changes in cash/net cash position. On a motion by Director Bosworth, seconded by Director Chen, by a vote of 5-0-0, the 2017 Annual Audit Report was accepted by the Board.
- C. The Board discussed disposal of inspectors' field tablets. Staff was instructed to donate unused tablets to a non-profit or school in need.

STAFF REPORTS:

- A. Deputy Manager Porter reported on the status of Calabazas/Tantau Construction Project. This project is complete.
- B. Manager Tanaka gave an update on the Reporting of Annual Flow to City of San Jose.
- C. Deputy Manager Porter reported on the status of updating Arc-GIS and Lucity database with Crystal Reports.

CLOSED SESSION:

President Gatto adjourned the regular meeting session and opened the closed session at 8:35 p.m. in accordance with government code section 54956.9(d)4 to discuss anticipated litigation. President Gatto adjourned the closed session and the regular meeting was called to order at 8:40 p.m.

There was no reportable action.

ADJOURNMENT:

On a motion properly made and seconded, at 8:41 p.m. the meeting was adjourned.

Secretary of the Sanitary Board

President of the Sanitary Board



CSRMA

California Sanitation Risk Management Authority

c/o ALLIANT INSURANCE SERVICES, INC.
100 Pine Street, 11th Floor, San Francisco, CA 94111-5101

Tel: 415.403.1400

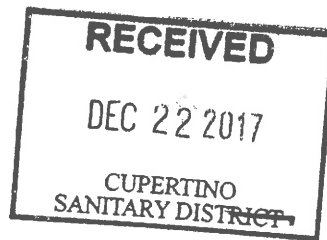
Insurance License No.: 0C36861
Fax: 415.874.4813

OFFICERS:

Paul Bushee, *President*
760.753.0155
Greg Baatrup, *Vice President*
707.429.8930

PAST PRESIDENTS:

Russ Baggerly
2010-2014
Robert Reid
2006-2010



December 21, 2017

Mr. Bill Bosworth
Cupertino Sanitary District
20863 Stevens Creek Boulevard, #100
Cupertino, CA 95014-2154

RE: NOTICE OF INTENT TO AMEND THE CSRMA BYLAWS

Dear Bill:

The Joint Exercise of Powers Agreement (JPA Agreement) contains a specific notice of withdrawal provision; however, it does not contain a "reinstatement" provision for members who wish to rescind their notice of withdrawal, once given. To fill this gap in the governing documents, the Executive Board will be recommending to the Board of Directors that a new subdivision be added to the Bylaws Article VIII, Termination to include a reinstatement provision for members who have provided a notice of withdrawal and wish to rescind it.

The Bylaws may be amended by a two-thirds vote of the entire Board of Directors provided that written notice is provided the Board of Directors 30 days before the Board of Directors meeting. The Board of Directors will be asked to approve the proposed amendments at the January 24, 2018 Board of Directors Meeting in Palm Springs. Attached, in redline strikeout form, are the proposed amendments to the Bylaws.

If you have any questions in the meantime, please do not hesitate to contact us.

Sincerely,

Seth Cole, ARM
Alliant Insurance Services, Inc.
Program Administrators
415-403-1419
scole@alliant.com

Enclosure

**BYLAWS
of the
CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY**

PREAMBLE

These Bylaws are adopted effective ~~January 16, 2014~~January 24, 2018 pursuant to the "Joint Exercise of Powers Agreement of the California Sanitation Risk Management Authority" (the "Agreement"). These Bylaws supersede the Bylaws of the California Sanitation Risk Management Authority ("CSRMA") which were initially adopted by a resolution of CSRMA's Board of Directors on November 16, 1986, and were subsequently restated as of August 17, 1988 and August 9, 1991, and amended effective May 15, 1992, October 18, 1994, November 5, 1997, May 4, 2001, August 9, 2002, January 23, 2004, August 19, 2005, May 4, 2007, January 15, 2010, January 14, 2011, ~~and~~ April 26, 2013 and January 16, 2014.

ARTICLE I - THE AUTHORITY

SECTION 1.1. Name of Authority. The name of the Authority created by the Agreement shall be the California Sanitation Risk Management Authority (the "Authority").

SECTION 2.1. Office of Authority. The principle office of the Authority shall be at the address listed in Attachment A to these Bylaws, or at such other location as the Board of Directors may designate by resolution.

SECTION 3.1. Fiscal Year. The fiscal year for the Authority shall commence July 1 of each calendar year and end June 30 of the following calendar year.

ARTICLE II - BOARD OF DIRECTORS

SECTION 2.1. Membership. The Authority shall be governed by a Board of Directors. Each of the parties to the Agreement as set forth in Sections 4 and 21 of the Agreement (the "Member Agencies") shall be entitled to participate and be represented by a representative on the Board of Directors. If a Member Agency elects to exercise its right to representation on the Board of Directors, it shall promptly notify the Authority in writing of the names of the Board member and alternates who have been selected to represent the Member Agency, and subsequently of any successors to them. The Member Agency shall also comply with any other procedures which may be established by resolution of the Board of Directors to identify Member Agencies who have chosen to participate and be represented on the Board of Directors and to authenticate Member Agencies' representatives. All designated Board members and alternates shall comply with the provisions of California law which require certain public officials to file Statements of Economic Interests. Any Member Agency which is not then exercising its right to participate on the Board of Directors may change its status at any time by written

notice to the Authority of that decision, by designation of its representative Board member and alternate and by compliance with any other procedures established by the Board of Directors."

SECTION 2.2. Powers. The powers of the Board shall be as set forth in Section 8 of the Agreement.

SECTION 2.3. Meetings.

(a) Regular Meetings. Regular meetings of the Board shall be held in winter and summer of each year at a time and place to be set by the Board. Except as otherwise provided in Section 26 of the Agreement, the agenda for each regular meeting of the Board shall be posted at the principal office of the Authority and mailed to each Member Agency at least fifteen (15) days in advance of the meeting.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. The agenda for each special meeting of the Board shall be posted at the principal office of the Authority and mailed to each Member Agency at least fifteen (15) days in advance of the meeting.

(c) Public Meeting. All meetings of the Board shall be open to the public, except as provided by law.

(d) Quorum. The presence of a majority of the members of the Board shall constitute a quorum for the transaction of business. Except as otherwise provided in the Agreement, the Bylaws or by law, no action may be taken by the Board except by affirmative vote of not less than a majority of those members of the Board present. A smaller number may adjourn a meeting.

(e) Order of Business. At the regular meetings of the Board, the following shall be the order of business:

- i. Roll Call.
- ii. Approval of Minutes of the previous meeting.
- iii. Agenda Items.
- iv. Adjournment

(f) Manner of Voting. With respect to matters of business affecting only a particular insurance program, voting on such matters shall be restricted to those Board members whose Member Agencies are participants in that particular program, and the votes of other Board members shall not be counted.

(g) Action by the Board. All resolutions of the Board shall be in writing, signed by the President and attested to by the Secretary. All other actions of the Board shall be by motion recorded in written minutes.

(h) Rule of Order. All rules of order not otherwise provided for shall be determined, to the extent practicable, in accordance with "Robert's Rules of Order;" provided, however, that no action of the Board shall be invalidated or its legality otherwise affected by the failure or omission to observe or follow "Robert's Rules of Order."

ARTICLE III - EXECUTIVE BOARD

SECTION 3.1. Membership.

(a) The membership of the Executive Board shall be as set forth in Section 12 of the Agreement.

(b) The members of the Executive Board shall be appointed as individuals and not merely as representatives of a specific Member Agency.

SECTION 3.2. Term. The President and Vice President of the Board shall serve as Executive Board members during their tenure as such officers. The terms of all members of the Executive Board other than President and Vice President shall be two (2) years, with the terms of two (2) regular members and the alternate expiring in even-numbered years and the terms of the other three (3) regular members expiring in odd-numbered years. A member may be reappointed to serve on the Executive Board, but except for the President and Vice President, a member may not be appointed for more than two complete consecutive terms.

SECTION 3.3. Powers, Duties and Responsibilities.

(a) The Executive Board shall conduct, direct and supervise the day-to-day business of the Authority and in doing so shall exercise the powers expressly granted to it by the Agreement, these Bylaws and as otherwise delegated by the Board of Directors.

(b) The following duties and responsibilities shall be assumed and carried out by the Executive Board, which shall have all powers necessary for those purposes:

- i. Provide general supervision and direction to the Program Director.
- ii. Authorize payment of claims against the Authority; provided, however, that with respect to claims arising under programs operated by the Authority, claim settlement authority shall be in accordance with the policies and procedures governing the particular program.
- iii. Enter into contracts, within budget limits.

iv. Make payments pursuant to previously authorized contracts, within budget limits; this authority includes the power to authorize and reimburse expenses incurred for budgeted activities, within budget limits.

v. Review and recommend a budget to the Board no later than fifteen (15) days prior to a regularly scheduled meeting of the Board.

vi. Act as Program Director in the absence of the Program Director.

vii. Establish policies and procedures to implement the Agreement, the Bylaws and the operation of specific programs.

viii. Appoint a nominating committee for each election of officers and members of the Executive Board.

(c) Subject only such limitations as are expressly stated in the Agreement, these Bylaws or a resolution of the Board of Directors, the Executive Board shall have and be entitled to exercise all powers which may be reasonably implied from powers expressly granted and which are reasonably necessary to conduct, direct and supervise the business of the Authority.

SECTION 3.4. Meetings.

(a) Regular Meetings. Regular meetings of the Executive Board shall be held at least twice a year and at other times as the Executive Board deems appropriate. The time and place of regular meetings shall be set by the Executive Board, and the Board of Directors shall be notified of the meeting schedule. The agenda for each regular meeting of the Executive Board shall be posted at the principal office of the Authority and mailed to each Executive Board member and alternate at least seven (7) days in advance of the meeting.

(b) Special Meetings. Special meetings of the Executive Board may be called by the Chairman or a majority of Executive Board members, in accordance with the provisions of California Government Code Section 54956. The agenda for each special meeting of the Committee shall be posted at the principal office of the Authority and mailed to each Executive Board member so as to be received by each member at least two (2) days in advance of the meeting.

(c) Public Meetings. All meetings of the Executive Board shall be open to the public, except as provided by law.

(d) Quorum. Four (4) members of the Executive Board shall constitute a quorum for the transaction of business. Except as otherwise provided, no action may be taken by the Executive Board except by affirmative vote of not less than a majority of those Executive Board members present. A smaller number may adjourn a meeting.

(e) Action by the Executive Board. All resolutions of the Board shall be in writing, signed by the President and attested to by the Secretary. All other actions of the Board shall be by motion recorded in written minutes.

(f) Removal From Executive Board. A member may be removed from the Executive Board in the following ways:

- i. Death of a Board member.
- ii. Voluntary resignation.
- iii. Absence from three (3) consecutive meetings without a valid reason, in which case the Chair may recommend to the Executive Board that member be terminated from Executive Board membership. If the Executive Board recommends to the Board of Directors that an Executive Board member be terminated, the Board of Directors shall vote on the matter at its next regularly scheduled meeting. Removal of an Executive Board member shall require an affirmative vote of not less than two-thirds (2/3) of those Board members present.

ARTICLE IV - OFFICERS

SECTION 4.1. Principal Officers.

The principal officers of the Authority are the President, Vice-President, Secretary and Treasurer-Auditor, as provide in Section 11 of the Agreement. The President and Vice-President shall also serve as Chair and Vice-Chair of the Executive Board.

SECTION 4.2. Other Officers.

The Executive Board may create such other offices and appoint such other officers as it deems necessary and advisable. Officers so appointed shall serve at the pleasure of the Executive Board and shall exercise such powers, perform such duties and assume such responsibilities as set forth in a resolution duly adopted by the Executive Board for that purpose.

ARTICLE V - COMMITTEES

SECTION 5.1. Establishment of Committees.

Pursuant to Section 13 of the Agreement, the Authority shall have the standing committees specified in this Article and such other committees as may be appointed from time-to-time by the Board of Directors, Executive Board or the President.

SECTION 5.2. Officers Committee.

The President and Vice-President shall constitute a standing committee of the Authority known as the "Officers Committee." The Officers Committee shall execute and implement directives of the Executive Board. The Officers Committee shall have the following duties and responsibilities:

- (a) Direct staff.
- (b) Negotiate contracts for services on behalf of the Executive Board that are not specifically delegated to a committee.
- (c) Authorize work assignments under existing contracts that are within the amount budgeted.
- (d) Sign documents on behalf of the Executive Board and/or the Authority.
- (e) Recommend agenda topics for meetings of the Board of Directors and Executive Board.
- (f) Coordinate and review progress in attaining the Authority's annual goals and objectives.

SECTION 5.3. Finance Committee.

The "Finance Committee" shall be a standing committee of the Authority. The committee shall consist of up to five members. The Treasurer-Auditor shall serve as a voting member and as the Committee Chair. All members of the committee shall be: (1) affiliated with Member Agencies; (2) generally knowledgeable about the governmental accounting and finance issues; and (3) selected by the President. Committee members other than the Treasurer-Auditor shall serve two, two-year terms with the terms of one or more member beginning in even-numbered calendar years and the other members' terms beginning in odd-numbered calendar years.

The Finance Committee, with the support of the Treasurer-Auditor and Authority accounting staff, shall coordinate and oversee all financial activities and fiscal affairs of the Authority. The Finance Committee shall have the following duties and responsibilities:

- (a) Prepare a proposed annual budget by fund and program.
- (b) Review quarterly financial reports from the Treasurer-Auditor.
- (c) Coordinate preparation of annual audit of the Authority's financial statements.

(d) Prepare and recommend policies and procedures on financial matters to the Executive Board.

(e) Follow and coordinate movement of funds from contingency reserves.

(f) Negotiate contracts for financial services.

(g) Work with the Treasurer-Auditor on financial reporting and recordkeeping.

(h) Conduct or coordinate financial training as needed for various programs.

(i) Oversee adherence to the Authority's investment policy and recommend changes as needed.

(j) Prepare reports and evaluations as necessary and requested by the Executive Board or the Board of Directors.

(k) Assist with the preparation of financial information during program renewals to determine that all costs for the program are included in the annual premiums and fees.

(l) Prepare and recommend mid-year budget adjustments.

(m) Oversee and provide supervision of accounting staff.

(n) Perform other duties as assigned by the Executive Board.

(o) Delegate any of these duties and responsibilities as it deems appropriate

SECTION 5.4. Pooled Liability Program Committee.

(a) The "Pooled Liability Program Committee" shall be a standing committee of the Authority. The committee shall consist of up to six members, at least one of whom shall be a member of the Executive Board selected by the President and who shall serve as the Committee Chair. All members of the committee shall be: (1) affiliated with Member Agencies who are participants in the Authority's Pooled Liability Program; (2) knowledgeable about the operation of the program; and (3) selected by the President. Committee members other than the Committee Chair shall serve two, two-year terms with the terms of two or three members beginning in even-numbered calendar years and the other two members' terms beginning in odd-numbered calendar years. The term of the Chair shall be indefinite and at the pleasure of the President.

(b) The purpose of the Pooled Liability Program Committee shall be to advise the Executive Board and the Board of Directors of all operational aspects of the Pooled Liability Program and to execute and implement the directions of the Executive Board with regard to matters within the committee's powers, duties and responsibilities, which shall be as follows:

(c) Underwriting

- i. Advise and report to the Executive Board on matters relating to prospective new members to the Program.
- ii. Solicit information necessary to evaluate membership applications.
- iii. Determine adequacy of information provided by prospective members.

(d) Coverage Issues

- i. Review and advise on Memorandum of Coverage matters.
- ii. Make recommendations to the Executive Board concerning coverage issues.

(e) Claims Administration

- i. Advise and report to the Executive Board and the Board as to the nature and extent of claims adjusting and legal defense services necessary to protect the funds of the Authority, and as to the settlement of those claims which involved liability of the Authority.
- ii. Recommend policies and procedures for claim processing.
- iii. Review all claims reported by Member Agencies.
- iv. Approve settlement of claims within a range of authority as determined by the Claims Management Policy & Procedure.
- v. Make recommendations on settlement of claims greater than the limit of authority established in the Claims Management Policy & Procedure.
- vi. Oversee the preparation of a quarterly claims report to all members.
- vii. Administer contract for claims services and recommend approval of payments.
- viii. Make recommendation on the selection of a claims administrator.

(f) Loss Control

i. Develop programs, policies and resources that will enable Member Agencies to reduce liability and property damage losses.

ii. Provide for inspections of facilities to assist members in reducing losses and improving safety and to determine compliance with CSRMA standards.

iii. Administer contract for loss control services and recommend approval of payments.

iv. Provide supervision and direction to the Authority's loss control consultation service provider.

v. Prepare an annual loss control program and budget.

vi. Coordinate safety programming with the Workers' Compensation Program Committee.

vii. Make recommendation on the selection of a Loss Control service provider.

(g) General

i. Advise on structure and funding of the Pool layer.

ii. Develop budget recommendation.

iii. Oversee projects of consultants.

iv. Report annually on the program and on the performance of contractors.

(h) Delegation of Duties

i. – Delegate any of these duties and responsibilities as it deems appropriate.

SECTION 5.5: Workers' Compensation Program Committee.

(a) The "Workers' Compensation Program Committee" shall be a standing committee of the Authority. The committee shall consist of up to six members, at least one of whom shall be a member of the Executive Board selected by the President and who shall serve as the committee chair. All members of the committee shall be: (1) affiliated with Member Agencies who are participants in the Authority's Workers' Compensation Program; (2) knowledgeable about the operation of the program; and (3) selected by the President. Committee members other than the Committee Chair shall serve two, two-year terms with the terms of two or three members beginning in even-

numbered calendar years and the other members' terms beginning in odd-numbered calendar years. The term of the Chair shall be indefinite and at the pleasure of the President.

(b) The purpose of the Workers' Compensation Program Committee shall be to advise the Executive Board and the Board of Directors of all operational aspects of the Workers' Compensation Program and to execute and implement the directions of the Executive Board with regard to matters within the committee's powers, duties and responsibilities, which shall be as follows:

(c) Underwriting

i. Solicit information necessary to evaluate membership applications. Determine adequacy of information provided by prospective members.

ii. Advise and report to the Executive Board on matters relating to prospective new members to the program.

(d) Coverage Issues

i. Review coverage issues as they arise and make a determination relative to the coverage issue.

(e) Claims Administration

i. Advise and report to the Executive Board and the Board of Directors as to the status of the Program.

ii. Solicit proposals, select, and recommend to the Executive Board qualified candidates to serve as the program's Workers' Compensation Claims Administrator.

iii. Administer the contract for claims services and review invoices.

iv. Provide supervision and direction to the Authority's claims administrator.

v. Review procedures for claim processing and recommend changes if appropriate.

vi. Review claims frequency and severity reported by participants.

vii. Oversee the preparation of a quarterly claims report to all participants.

viii. Identify needs of participants and recommend training.

ix. Review disputed claims and settle claims within authority granted by the Executive Board pursuant to the Workers' Compensation Claims Management Policy & Procedure.

(f) Safety

i. Develop programs, policies and resources that will enable participants to reduce Workers' Compensation losses.

ii. Provide for inspections of participants' facilities to assist in reducing losses and improving safety.

iii. Administer contract for safety services and recommend approval of payments.

iv. Provide supervision and direction to the Authority's safety program consultant.

v. Prepare and coordinate an annual safety program.

vi. Coordinate safety program with Pooled Liability Program Committee.

(g) Budget

i. Recommend Program budget.

(h) Delegation of Duties

i. – Delegate any of these duties and responsibilities as it deems appropriate.

SECTION 5.6. Meetings of Standing Committees. Standing committees shall meet on the call of their respective committee chairs. Minutes of committee meetings shall be recorded and upon approval shall be distributed to the Executive Board and Board of Directors. Activities of committees shall be reported upon as directed by the Executive Board. Meetings of committees shall be conducted in accordance with the Ralph M. Brown Act (California Government Code sections 54950 et seq.) including, as applicable, the provisions of sections 54952.2 and 54952.3.

ARTICLE VI - PROGRAM DIRECTOR

SECTION 6.1. Appointment. The Board shall appoint a Program Director in accordance with Section 14 of the Agreement.

SECTION 6.2. Powers. In accordance with Section 14 of the Agreement, the Program Director shall administer the business and activities of the Authority. The Program Director shall have such powers, duties and responsibilities as set forth in the Agreement, these Bylaws and as may be provided by agreement between the Program Director and the Authority or as otherwise delegated to the Program Director by the Board of Directors or the Executive Board.

ARTICLE VII - REIMBURSEMENT FOR TRAVEL EXPENSES

Subject to the provisions of Article III, Section 3.3(b)ii. of these Bylaws, members of the Executive board, principal staff designated by the Executive Board and members of committees shall be reimbursed for all reasonable and necessary travel expenses when required or incurred by those persons in attending meetings of the Executive Board or a committee of the Authority. Reimbursable expenses shall include all charges for meals, lodging, air fare and costs of travel by automobile at the rate per mile allowed as a business expense by the Internal Revenue Service. The Treasurer-Auditor, upon approval of the President, shall be authorized to pay all such expenses deemed reasonable and necessary so long as sufficient funds have been budgeted therefor. Payments for amounts in excess of that budgeted must be approved by the Executive Board.

CSRMA shall reimburse a Board Member or Committee Member any reasonable and necessary travel expenses incurred for the member to attend a CSRMA meeting held in conjunction with another industry meeting (ie: CASA), and **only if** that member's sole purpose is to attend CSRMA's meeting.

Reasonable and Necessary is defined as those expenses which the member would not have incurred in performing the normal business of its agency.

Article VIII - TERMINATION OF A MEMBER AGENCY MEMBERSHIP

A Member Agency may be terminated from membership in the Authority or from participation in a program of the Authority, in accordance with Section 24 of the Agreement. The procedures for terminating a Member Agency are as follows:

SECTION 8.1. Initiation. Proceedings for termination of a Member Agency as a participant in a program of the Authority or as a member of the Authority may be initiated by the Program Director, by any officer, director or standing committee of the Authority or by any Member Agency. The person initiating termination proceedings

shall do so by a written report and recommendation to the Executive Board, setting forth in detail the grounds upon which the recommendation is made.

SECTION 8.2. Notice and Hearing by Executive Board. Upon receipt of the report and recommendation, the Executive Board shall hold a hearing on the matter of the termination, at which hearing the affected Member Agency shall have the right to offer written and oral testimony. The Executive Board shall give the Member Agency at least thirty (30) days prior written notice of the hearing, and shall provide the Member Agency with a copy of the report and recommendations required to initiate the termination proceedings.

SECTION 8.3. Recommendations of Executive Board. At the close of the hearing on the matter of termination, the Executive Board shall determine whether or not to recommend to the Board of Directors that the Member Agency be terminated. If the Executive Board decides not to recommend termination, no further action shall be taken. If the Executive Board decides to recommend termination, it shall forward such recommendation, in writing, to the Board of Directors along with the record of the proceedings before the Executive Board.

SECTION 8.4. Hearing and Determination of the Board of Directors. The Board of Directors shall hold a hearing on the recommendation at its next meeting, which may be a regular or a special meeting; provided, however, that the affected Member Agency shall have received a copy of the recommendation and such notice of the meeting as is given to all Board members. At the hearing the affected Member Agency shall have the right to offer written and oral testimony. At the close of the hearing, the Board of Directors shall decide whether or not to terminate the Member Agency. If the Board votes to terminate the Member Agency, the reasons for such decision shall be given in writing to the Member Agency. Termination shall be effective sixty (60) days after the date of mailing of such written reasons to the Member Agency.

SECTION 8.5. Withdrawal. A Member may withdraw from the Authority or a program by providing notice as required in Section 22(b) of the Agreement. A notice of withdrawal may not be rescinded, except upon Member request submitted at least sixty (60) days prior to the effective date of withdrawal, and subsequent approval by the Executive Board, for good cause shown and upon a finding by the Executive Board that rescission of the notice of withdrawal will not prejudice the Authority or other Members.

Formatted
Formatted
Formatted
Formatted

ARTICLE IX - AMENDMENT

These Bylaws may be amended from time to time by resolution of the Board of Directors duly adopted upon a two-thirds vote of the entire Board of Directors at a regular or special meeting of the Board; provided, however, that no such amendment shall be adopted unless at least thirty (30) days written notice thereof has previously been given to all members of the Board of Directors. Such notice shall identify the section or sections of the Bylaws proposed to be amended.

ARTICLE X - COVERAGE DOCUMENTS

Each Member Agency participating in a program of the Authority shall be provided with either a memorandum of coverage or an insurance policy, as the case may be, which shall describe in detail the nature of the applicable coverage, including dollar amounts, together with any deductibles, exclusions, limitations or other provisions of the coverage.

ARTICLE XI - RECORDS RETENTION

All records and documents of the Authority shall be retained in accordance with a records retention policy and procedure adopted by the Board of Directors.

ARTICLE XII - LIABILITY AND INDEMNIFICATION

SECTION 12.1 - INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES - The Authority shall defend and indemnify its directors, officers and employees to the same extent as any public agency of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code e 825 et seq. or other applicable provisions of law.

SECTION 12.2 - INSURANCE - The Authority may insure itself to the extent deemed necessary by the Board of Directors against loss, liability and claims arising out of or connected to the conduct of the Authority's activities.

SECTION 12.3 - INDEMNIFICATION BY MEMBER AGENCIES - To the extent any Member Agency's negligent or wrongful act or omission is the cause of an injury for which other Member Agencies may be, or are sought to be, held liable pursuant to California Government Code e 895 et seq., the Member Agency which is legally responsible for the injury shall, at its own expenses, defend, indemnify and hold harmless all of such other Member Agencies from any and all legal consequences of the negligent or wrongful conduct or omission. Nothing in this Section shall be deemed to preclude a Member Agency having the duty to defend, indemnify and hold harmless, from resorting to any insurance or other form of coverage for losses available to the Member Agency, including insurance or coverage for losses procured through the Authority.

CASA Conference Details

Item 5D

August 24-26, 2018

Palm Springs Hilton, CA

Conference Attendees

Confirmed and Registered:

1. Bill Bosworth
2. John Gatto
3. Patrick Kwok
4. Taghi Saadati
5. Richard Tanaka
6. Ben Porter
7. Marc Hynes (1 day, Fri only)

Not Attending:

1. Angela Chen

Hotel

Rooms Reserved: All checking out Fri, Jan. 26th

1. Bill Bosworth - Checking in Wed, Jan. 24th (2 nights)
2. John Gatto - Checking in Wed, Jan. 24th (2 nights)
3. Taghi Saadati - Checking in Tues, Jan. 23rd (3 nights)
4. Richard Tanaka - Checking in Wed, Jan. 24th (2 nights)
5. Ben Porter - Checking in Tues, Jan. 23rd (3 nights)
6. Mark Hynes - Checking in Thurs, Jan. 25th (1 night)

Booking on their own:

1. Patrick Kwok

CSRMA Training Seminar

Wed, Jan. 24th, 8am-12noon

Attendees Registered:

1. Patrick Kwok
2. Taghi Saadati
3. Ben Porter

Dinner – Thursday Night (Jan. 25th)



Memo

Item 7A

To: Board of Directors

From: Richard Tanaka, District Manager-Engineer

Date: January 3, 2018

Re: CAPITAL PROJECT PRIORITIZATION WORKSHOP

Staff prepared a draft of the capital projects for the next 10 years. Based on our presentation at the last Board meeting, staff prepared a summary of each work element needed in seven different categories of the improvement projects.

Staff then grouped these seven categories of improvements into a 10 year prioritization. In this package, there is a summary along with 10 pages of details for each category.

Staff did not include in this package improvements as follows:

- 1) Any pipe upsizing as a result of major developments (Vallco, Oaks, Marina)
- 2) Homestead gravity line upsizing
- 3) Any improvements required to reduce I/I
- 4) Pump stations force mains improvements
- 5) Smoke testing for Basins 16, 18, 25 and 27
- 6) Eight locations of cast iron pipes which are Grade 4
- 7) Pump Stations Electrical components at 9 other pump stations
- 8) Six SSO bypass systems which are not critical, but nice to have

Attachments: 11 pages of CIP breakdown

10 Year CIP Prioritization (Draft)

Year	FY	Description of Work	Cost	Total Cost	Remark
1	2017-18	<ol style="list-style-type: none"> 1) I&I - Smoke Test Basin 9 & 4A 2) Pump Stations Rehab - Force Main Assessment 3) Pipe Repairs - 34 Pipe Repairs - Defect 5 4) Cast Iron - Holly & Cranberry 	\$ 280,000 \$ 150,000 \$ 630,000 \$ 340,000	\$ 1,400,000	<ol style="list-style-type: none"> 1) Highest Risk - Homestead Pump Station smoke test 2) Determine cost to rehab force main 3) Needed repairs 4) Grade 5
2	2018-19	<ol style="list-style-type: none"> 1) Cast Iron - Creston Drive to Peninsular Ave 2) Pump Stations Rehab - Pierce Pump Station 	\$ 920,000 \$ 960,000	\$ 1,880,000	<ol style="list-style-type: none"> 1) Cast Iron under I-280 & Stevens Creek 2) Highly Corroded Components in Pump Station
3	2019-20	<ol style="list-style-type: none"> 1) Pump Stations Capacity - Homestead PS Storage 2) Pipe Repairs - Defect 5 after 100% CCTV Completed 3) Cast Iron - Lucky Oak Street to Homestead Rd Siphon under Stevens Creek 	\$ 830,000 \$ 700,000 \$ 260,000	\$ 1,790,000	<ol style="list-style-type: none"> 1) 104,000 gal storage 2) Estimated 40 repairs 3) High risk SSO to Stevens Creek
4	2020-21	<ol style="list-style-type: none"> 1) Cast Iron - All Freeway Cast Iron Crossings <ol style="list-style-type: none"> 1.1) Gardena Drive at I-280 1.2) State Route 85 1400' South of I-280 Interchange 1.3) State Route 85 2200' South of I-280 Interchange 2) Pump Stations Rehab <ol style="list-style-type: none"> 2.1) Oakcrest Pump Station 2.2) Salem Pump Station 	\$ 300,000 \$ 360,000 \$ 320,000 \$ 550,000 \$ 570,000	\$ 2,100,000	<ol style="list-style-type: none"> 1) CIP reduce size, poor condition 2) Two needs rehab due to poor structural condition
5	2021-22	<ol style="list-style-type: none"> 1) Capacity - Apple Infinite Loop 2) Pump Stations Rehab - Replace Mechanical Components at 6 Pump Stations 	\$ 1,900,000 \$ 330,000	\$ 2,230,000	<ol style="list-style-type: none"> 1) High probability of SSO 2) Aging mechanical fixtures, if not rehab higher maintenance and repair cost.
6	2022-23	<ol style="list-style-type: none"> 1) Cast Iron - Arroyo de Arguello 2) Pump Stations Rehab - Replace Electrical (3 Stations) 3) Pipe Repairs - All Basins 	\$ 950,000 \$ 600,000 \$ 400,000	\$ 1,950,000	<ol style="list-style-type: none"> 1) within 200' upper fork of Calabazas Creek 2) Aging infrastructure. Higher maintenance cost. 3) Currently PACP 4 estimated repair of 30
7	2023-24	<ol style="list-style-type: none"> 1) Capacity - Foothill Boulevard Pipe Upsizing 2) I&I - Smoke Testing of Basin 22 	\$ 3,000,000 \$ 270,000	\$ 3,270,000	<ol style="list-style-type: none"> 1) Frequent maintenance and irregular pipe sizes 2) Reduce I&I before 15th year
8	2024-25	<ol style="list-style-type: none"> 1) Capacity - Merritt Drive 2) Cast Iron - Randy Lane 	\$ 1,100,000 \$ 700,000	\$ 1,800,000	<ol style="list-style-type: none"> 1) Reduce odor and coordinate with Vallco 2) Pipe reduction due to encrustation from 10" to 8"
9	2025-26	<ol style="list-style-type: none"> 1) Cast Iron - North Stelling Road 2) Capacity - Wheaton Drive 3) Pump Stations Capacity - Prospect Pump Station 4) SSO Bypass - Pierce Road 	\$ 300,000 \$ 1,100,000 \$ 270,000 \$ 200,000	\$ 1,870,000	<ol style="list-style-type: none"> 1) Pipe in fair condition, replace with PVC pipe 2) Upsize. City's GP 3) Additional storage capacity 4) Overflow line to prevent SSO into Calabazas Creek
10	2026-27	<ol style="list-style-type: none"> 1) SSO Bypass - 6 Bypass Plans 	\$ 945,000	\$ 945,000	<ol style="list-style-type: none"> 1) Overflow line to prevent SSO into creeks
Total				\$ 19,235,000	

CATEGORY: Pump Station Capacity

Priority	Description of Work	Cost	Remark-Risk, Cost-Benefit Ratio, Issues, etc.
1	Homestead PS - Increase storage	\$830,000	1) Highest Risk - SSO into Stevens Creek - Backup pump station (HS2) operating at full capacity - Force Main is undersized - Downstream Homestead main at capacity 2) Strategy - Smoke test Basin 9 & 4A - Forum Development smoke testing and lateral repairs - Resize storage requirement - Construct new storage tank in 3rd Year
2	Prospect PS - Increase storage	\$270,000	1) Wetwell causing surcharging in upstream mains by 3' (500 LF) 2) Can tolerate additional 12' of surcharging 3) Potential to flood 975 homes 4) Strategy - Construct additional storage 5) Risk - moderate-to-high

CATEGORY: Inflow/Infiltration

Priority	Description of Work	Cost	Remark-Risk, Cost-Benefit Ratio, Issues, etc.
1	Smoke Testing Basin 9 & 4A	\$280,000	<ol style="list-style-type: none">1) Determine Cause of Inflow.2) Reduce storage requirement for Homestead PS. Homestead PS at capacity and located within 100' of Stevens Creek3) In 2nd Year, determine strategy for repairs to reduce Inflow4) In 3rd Year, update 10 Year CIP based on findings/results from smoke testing5) Require Forum Development to CCTV and repair all laterals
2	Smoke Testing Basin 22	\$270,000	<ol style="list-style-type: none">1) Reduce overall I&I by the 15th year2) Not critical3) Smoke testing done between 6-9 years from now4) Determine strategy by 10th year
3	Reduce overall Inflow & Infiltration for Basin 16, 18, 25, & 27	Unknown	<ol style="list-style-type: none">1) Begin Smoke Testing in 10th year2) Determine strategy for reducing I&I in 11th year3) Reduce Overall I&I by 18th Year4) Recommendation: Not included in first 10 Year CIP

CATEGORY: Pipe Repairs

Priority	Description of Work	Cost	Remark-Risk, Cost-Benefit Ratio, Issues, etc.
1	Basin10 (2 Repairs) Basin 13 (5 Repairs) Basin 18 (3 Repairs) Basin 22 (5 Repairs) Basin 24 (7 Repairs) Basin 25 (9 Repairs) Basin 26 (8 Repairs)	\$630,000	1) Defect Grade 5, per PACP immediate action required 2) Total repairs required: 34 3) Based on CCTV completed to date: ~50%
2	Other Basins	\$700,000	1) Defect Grade 5, per PACP immediate action required 2) Estimated repairs: 40 3) CCTV to be completed in 2 years 4) Work to be completed in 3rd year
3	All Basins	\$400,000	1) Defect Grade 4, Per PACP repair within 5-10 yrs 2) Re-CCTV in 4-5 years 3) Estimated repairs: 30 4) Fix all PACP 5 between 5th and 10th years

CATEGORY: Cast Iron				
Priority	Description of Work	Cost	Remark-Risk, Cost-Benefit Ratio, Issues, etc.	
1	1) Easement near Holly Oak * (251 LF of Cast Iron pipe, 8" Diameter) 2) Cranberry Dr. * (140 LF of Cast Iron Pipe, 8" Diameter)	\$340,000	1) Grade 5-Hole in pipe, per PACP immediate action to be taken 2) Grade 5- Hole Void Visible, per PACP immediate action to be taken * approximately entire pipe is corroded (Grade 3)	
2	Creston Dr to Peninsular Ave (under I-280 and Stevens Creek) * (900 LF of Cast Iron pipe, 14" Diameter)	\$920,000	1) Constructed in 1965 (52 Years old) 2) Discharges to Homestead Pump Station (Fix Homestead Pump Station First) 3) Siphon failure causes SSO into Stevens Creek 4) DWF at .92 d/D, WWF at 5 d/D 5) 14" pipe diameter reduced to 11" due to encrustation 6) Affects Basin 9	
3	Lucky Oak Street to Homestead PS (Siphon under Stevens Creek) * (207 LF of Cast Iron pipe, 6" Diameter)	\$260,000	1) Constructed in 1962 (55 Years old) 2) Discharges to Homestead Pump Station (Fix Homestead Pump Station First) 3) Siphon failure causes SSO into Stevens Creek 4) 6" pipe diameter reduced to 4" due to encrustation 5) Serves 300 units (Residential & Commercial)	
4	Gardena Dr. across I-280 * 444 LF of Cast Iron pipe, 14" Diameter	\$300,000	1) Constructed in 1972 2) 14" pipe diameter reduced to 10" due to encrustation	
5	Under State Route 85 (1400' South of interchange with I-280) * (496 LF of Cast Iron pipe, 16" Diameter)	\$360,000	1) Constructed in 1970 2) Pipe is in fair to poor condition	
6	Under State Route 85 (2200' South of interchange with I-280) * (445 LF of Cast Iron pipe, 12" Diameter)	\$320,000	1) Constructed in 1970 2) Pipe is in fair to poor condition	
7	Arroyo De Arguello from Comer Drive to Corte de Arguello * (1,053 LF of Cast Iron pipe, 10" Diameter)	\$950,000	1) Constructed in 1967 2) Pipe in fair condition. Not severely corroded. 3) Within 200' of Upper fork of Calabazas Creek 4) Grade 4 - Corroded pipe. Per PACP, spot repairs may be required within 5-10 yrs, if not replaced with new pipe 5) 38 defects Grade 3 due to corrosion not yet a grade 4	
8	1) Randy Lane (Wheaton Drive) * (800 LF of Cast Iron pipe, 10" Diameter)	\$700,000	1) DWF at 2 d/D 2) WWF at 2.3 d/D 3) 10" pipe reduced to 8" due to encrustation 4) 3 residential units affected	
9	1) N. Stelling easterly 252' (Northside parallel to I-280) * (252 LF of Cast Iron pipe, 15" Diameter)	\$300,000	1) Constructed in 1969 2) DWF at .92 d/D 3) WWF at 1.2 d/D 4) 15" pipe reduced to 14" due to encrustation	

CATEGORY: Cast Iron		Cost	Remark-Risk, Cost-Benefit Ratio, Issues, etc.
Priority	Description of Work 1) Janice Ave (Constructed 1975) in Street Right-of-way * (548 LF of Cast Iron Pipe, 8" Diameter) 2) Elm Ct. (Constructed 1967) between two homes * (165 LF of Cast Iron Pipe, 8" Diameter) 3) Silver Oak Way (Constructed 1978) * (147 LF of Cast Iron Pipe, 8" Diameter) 4) Blaney Ave (Constructed 1969) * 1340 LF of Cast Iron pipe, 18" Diameter 5) Alhambra Ave (Constructed 1989) * 1266 LF of Cast Iron pipe, 12" Diameter 6) Via Roncole (Constructed 1967) * 361 LF of Cast Iron pipe, 8" Diameter 7) Vista Regina (Constructed 1969) * 89 LF of Cast Iron pipe, 8" Diameter 8) Alhambra/Stevens Creek Boulevard (Constructed 1989) * 253 LF of Cast Iron pipe, 10" Diameter	1) \$350,000 2) \$150,000 3) \$120,000 4) \$1.4 million 5) \$1.1 million 6) \$350,000 7) \$80,000 8) \$220,000	1) Grade 4 - Corroded pipe. Per PACP, spot repairs may be required within 5-10 yrs, if not replaced with new pipe 2) Pipe is in fair to poor Condition 3) re-evaluate pipe condition 3-5 years
10			

CATEGORY: Pump Station Rehabilitation

Priority	Description of Work	Cost	Remark-Risk, Cost-Benefit Ratio, Issues, etc.
1	Force Main Condition Assessment/Sonar Technology 15 Pump Stations	\$150,000	<ol style="list-style-type: none"> 1) Unknown condition of 14,000 ft of Force Main pipe 2) Aging infrastructure exceeding typical useful life [ranging from 47 years to 35 years old; built between 1970 and 1982] 3) Moderate consequence of failure 4) Strategy <ul style="list-style-type: none"> - Sonar technology - Update Master Plan and develop CIP to repair force mains
2	Pierce PS - Replace Mechanical Components, Replace Electrical Instrumentation	\$960,000	<ol style="list-style-type: none"> 1) Originally constructed in 1970 2) Replaced Guide Rails and installed SCADA in 2014 3) Pumps in good condition. 4) Other components need to be rehabilitated 5) Pierce PS in close proximity to Saratoga Creek
3	<ol style="list-style-type: none"> 1) Oakcrest PS - Wet Well Lining, Replace Mechanical Components, Replace Electrical Instrumentation 2) Salem PS - Wet Well Lining, Replace Mechanical Components, Replace Electrical Instrumentation 	<p>\$550,000</p> <p>\$570,000</p>	<ol style="list-style-type: none"> 1) Originally constructed in 1980 and 1979 respectively 2) Replaced Guide Rails and installed SCADA in 2014 3) Pumps in good condition. 4) Other components need to be rehabilitated
4	Replace Mechanical Components at Prospect, Oakcrest, Kirbrook, Tantau, Homestead 1, and Florence Pump Stations	\$330,000	<ol style="list-style-type: none"> 1) Aging Infrastructure has exceeded or close to reaching its typical useful life
5	Replace Electrical Components 3 Pump Stations @ \$200,000 each First 10 years at Prospect, Kirbrook, Tantau 9 other pump stations beyond 10th year	\$600,000	<ol style="list-style-type: none"> 1) Aging Infrastructure has exceeded or close to reaching its typical useful life 2) Alarm systems are primary source of communication to District 3) No failures in record due to electrical malfunctions. Probability of evident deterioration in 5-10 years.

CATEGORY: Capacity

Priority	Description of Work	Cost	Remark-Risk, Cost-Benefit Ratio, Issues, etc.
1	Apple Infinite Loop Basin 29 - Upsize from 8" & 10" to 12"	\$ 1,900,000	<ol style="list-style-type: none"> 1) DWF at 1.1 to 5.8 d/D 2) WWF at ranges from 3.10 to 14.96 d/D 3) Overflowing into 34 homes on Larry Way whenever the MH L3-74 surcharges 4.7 feet above it's rim (d/D of 19.77) 4) Overflowing into 34 homes on Randy Lane whenever the MH L3-74 surcharges 5.7 feet above it's rim (d/D of 20.5) 5) Approximately 3.75 feet of surcharging can occur before spills start occurring on Larry Way & Randy Lane 6) Since current d/D is close to spill levels, this should be placed high in the overall priority list
2	Foothill Blvd - Upsizing from Stevens Creek to Cristo Rev. Upsizing existing 8" & 10" to 10" & 12" respectively	\$ 3,000,000	<ol style="list-style-type: none"> 1) Requires routine maintenance every 3 months to mitigate the root intrusion. Each cleaning costs \$4,000. 2) Sewer main located in median under large trees. Heavy root intrusion 3) Approximately 3600 LF of sewer mains that serve a large area of the western portion of the District
3	<ol style="list-style-type: none"> 1) Merritt Drive - Remove 15" and 18" mains from easement in backyards of homes to new easement on Vallco's land 2) Relocate sewer main onto Vallco land APN 316-20-088 (remove from Parcels 316-32-026, 316-32-027, 316-32-028, 316-32-029, 316-35-002, and 316-35-025) 3) Move mains towards the east and reconnect to MH T-183 	\$ 1,100,000	<ol style="list-style-type: none"> 1) Heavy odor coming from manholes due to several bends in the mainline. Manholes have been sealed to prevent odor. 2) Reasons <ul style="list-style-type: none"> - 4 90° turns causing line to surcharge - Create significant amount of odor - 14 trees planted on top of sewer main - Easier to maintain in Vallco land instead of in backyard easements - New configuration will only have 1 90° bend 3) Work to be completed prior to Vallco redevelopment.

CATEGORY: Capacity

Priority	Description of Work	Cost	Remark-Risk, Cost-Benefit Ratio, Issues, etc.
4	Wheaton Dr - Upsizing from 10" to 12" Pipe (Cast iron pipes included as part of Cast Iron Estimate [Randy Lane])	\$ 1,100,000	<ol style="list-style-type: none"> 1) DWF at 2.0 d/D 2) WWF at 2.3 d/D 3) Overflowing into 78 parcels/homes on Riedel Pl, Birch Pl, N Blaney Ave, Myer Pl, Carol Lee Dr, & Wheaton Dr 4) MH 4590-1 would need to surcharge 3' above it's rim (d/D of 19) in order for 25 homes to be affected 5) MH 4416-5 will need to surcharge 2' above it's rim (d/D of 15) in order for 26 homes to be affected 6) MH 4416-3 will need to surcharge 1' above it's rim (d/D of 13.2) in order for 15 homes to be affected 7) MH 4416-1 will need to surcharge 6" above it's rim (d/D of 11) in order for 12 homes to be affected 8) Low Priority
5	Main on Homestead Rd - New 8200' of 12" Parallel Pipe from Highway 85 (MH L2-211) to N De Anza Blvd (MH 5919-1)) [and 24 Manholes]	\$ 10,400,000	<ol style="list-style-type: none"> 1) Category 1 SSO due to root intrusion on September 29, 2017 2) DWF at 1.0 d/D 3) WWF at 2.0 d/D 4) Mains are 5' (RIM 269' at the most upstream portion) at the shallowest, and 10' (RIM 241' at the most downstream portion) at the deepest 5) Constructed in 1957. VCP pipe in fair condition 6) Goal is to reduce total flow from Homestead Pump Station. Reevaluate need to replace main in 8th year 7) Recommendation: Not included in first 10 Year program

CATEGORY: SSO Bypass			
Priority	Description of Work	Cost	Remark-Risk, Cost-Benefit Ratio, Issues, etc.
1	Pierce Road near Surrey Lane 260' of 8" PVC Pipe	\$ 200,000	<ol style="list-style-type: none"> 1) Short overflow line between MH's L13-14 and L10-29 2) Bypass line will allow blockage downstream of MH L13-14 to bypass onto Pierce Road. Basin 22 is upstream of L13-14. 3) Spill could flow into upper fork of Calabazas Creek
2	ESMT #72 from L10-10 to MH 8979-1 or 8979-2 on Rodeo Creek Hollow. Overflow bypass under the creek	\$ 200,000	<ol style="list-style-type: none"> 1) Overflow line/siphon under Rodeo Creek creek can be used in the event of an overflow. 2) This area is where the newly developed Saratoga Estates are located 3) There is currently a SmartCover at this location
3	Foothill Boulevard and Cristo Rey Drive 500' of 8" PVC Pipe	\$ 200,000	<ol style="list-style-type: none"> 1) Overflow line between MH's T-661 & L2-225 2) Potential blockage on mains downstream of Cristo Rey will lead to issues in Basin 11 3) overflow could spill into Stevens Creek
4	East Estates Drive between Clifford Drive & Glenview Ave 100' of 6" PVC Pipe	\$ 75,000	<ol style="list-style-type: none"> 1) Short overflow line between MH's 2076-18 & 2155-11 2) Potential blockage would cause MH 2076-18 to overflow and spill into catch basin that feeds into Calabazas Creek
5	Intersection of Gardena Drive & Castine Avenue 175' of 6" PVC Pipe	\$ 150,000	<ol style="list-style-type: none"> 1) Short overflow line between MH's 4381-1 & 4276-1F 2) Storm drain located near 4381-1 which flows into nearby creek/Drainage channel 3) located just upstream of parallel mains that go under I-280

CATEGORY: SSO Bypass

Priority	Description of Work	Cost	Remark-Risk, Cost-Benefit Ratio, Issues, etc.
6	Intersection of S De Anza Blvd and Rodrigues Ave 100' of 8" PVC Pipe	\$ 180,000	1) Short overflow line between MH's L3-53 and 3743-12 2) Heavy flow and grease can lead to backup/spill on main on S De Anza Blvd. Overflow will allow relief in this area
7	Alhambra Ave and Fitzgerald 150' of 8" PVC Pipe	\$ 140,000	1) Short bypass could prevent possible overflow into storm drain 2) Can be fixed as part of Cast Iron replacement across State Route 85.

Richard Tanaka

From: mmills@apple.com on behalf of Mike Mills <mmills@apple.com>
Sent: Friday, December 22, 2017 10:57 AM
To: Richard Tanaka
Cc: dwhisenhunt@apple.com; Benjamin Porter; Abigail Guzman; Frank Quach
Subject: Re: Landscape Repair Cost TA10
Attachments: Letter #17-067_Apple-Calabazas Creek-Tantau Ave CIP_Landscaping Response rkt.pdf

Richard,

The area in question was completed prior to CSD's contractor starting the sewer upgrade project. I will forward photos and the reports from the civil engineer and landscape architect documenting the completion.

Mike Mills

> On Dec 22, 2017, at 10:41 AM, Richard Tanaka <rtanaka@markthomas.com> wrote:
>
> Hi Mike
>
> We have reviewed your contractor's CCO for landscaping. Please see attached letter with our responses.
>
> Richard K. Tanaka
> Senior Principal
> (408) 477-7302 direct | (408) 838-7463 cell MARK THOMAS
>
> -----Original Message-----
> From: mmills@apple.com [mailto:mmills@apple.com]
> Sent: Friday, December 15, 2017 4:35 PM
> To: Richard Tanaka <rtanaka@markthomas.com>
> Cc: dwhisenhunt@apple.com
> Subject: Landscape Repair Cost TA10
>
> Richard,
>
> Attached is the landscape repair cost for the area adjacent TA10 where CSD upgraded the SS line. If you have any questions please let me know.
>
> Mike Mills
>
>
>
> <Letter #17-067_Apple-Calabazas Creek-Tantau Ave CIP_Landscaping
> Response rkt.pdf>

DISTRICT MANAGER-ENGINEER
MARK THOMAS & COMPANY, INC.
RICHARD K. TANAKA
DISTRICT COUNSEL
ATKINSON • FARASYN, LLP.
MARC HYNES



BOARD OF DIRECTORS
JOHN M. GATTO
WILLIAM A. BOSWORTH
PATRICK S. KWOK
ANGELA S. CHEN
TAGHI S. SAADATI

20863 STEVENS CREEK BOULEVARD, SUITE 100
CUPERTINO, CALIFORNIA 95014-2154
PHONE (408) 253-7071 • Fax (408) 253-5173

December 21, 2017

File: CSD-MOP #17-067 Cupertino

Mr. Dan Whisenhunt
Mr. Mike Mills
Apple, Inc.
1 Infinite Loop M/S 21-1AC2
Cupertino, CA 95014

Subject: Closing Contract for Calabazas Creek/Tantau Ave Sanitary Sewer Rehabilitation Project

Dear Mr. Whisenhunt and Mills:

The District has received your TA10 PS Landscape Repair Change No. CP 5244.002 dated September 1, 2017 in the amount of \$47,670.26.

We have reviewed your Contractor's change order and have following responses:

- 1) Exhibit A attached to this letter shows existing condition prior to our contractor accessing the area. These photos are dated June 21, 2017. We have more photos of the existing condition if you wish to see them, but these photos illustrate the amount of area which was landscaped prior to our work commencement.

Based on these photos, please note that a significant portion of the landscape cost included in the CCO CP 5244.002 was not landscaped and is in bear ground. You will also note that irrigation pipes are still laying on the walkway area.

- 2) Exhibit B shows the conditions in which the District's contractor graded the area of work and turn-over area by the deadline (July 31, 2017) set by Apple, Inc. Thereafter, Apple's contractor completed the landscape (both irrigation and planting) as it currently exists.

We have performed calculations by areas which was previously landscaped (prior to June 21, 2017) versus area fully landscaped. We have determined this area to be about 50%-50% split. Based on this calculation, District should only be reimbursing Apple 50% of the requested cost. The balance of 50% was already under the obligation of your contractor's to finish the landscape. The only delays caused for your contractor was to remobilize to re-landscape the entire area.

If you wish to meet on our analysis of the cost split, please call us to arrange for a meeting.

Yours very truly,

A handwritten signature in black ink, appearing to read 'RK Tanaka', with a long horizontal flourish extending to the right.

Richard K. Tanaka
District Manager-Engineer
MARK THOMAS

EXHIBIT A – Pre-construction photos



EXHIBIT B – Post-construction photos



CHANGE ORDER

DATE: 9/1/17

PROJECT: Tantau - R&D Campus - Phase 2B

CHANGE ORDER NO.: CP 5244.002

DESCRIPTION OF CHANGE: TA10 PS Landscape Repair for CuSD; Shrub Replacement & Additional Shrubs

AMOUNT: \$47,670.26

AGREEMENT made as of June 01, 2014, by and between Apple, Inc., a California corporation ("Owner" or "Apple, Inc."), and Truebeck-Webcor JV (collectively "Contractor") for Tantau - R&D Campus - Phase 2B (the "Agreement"). Unless otherwise defined, capitalized terms shall have the meaning given to them in the Agreement. In the event of a conflict between this Change Order No. 5244 and the Agreement, this Change Order No. 5244 shall control.

I. DESCRIPTION OF CHANGE AND EFFECT ON PROVISIONS OF AGREEMENT

CP 5244.002 is for the additional landscaping at the West side of parking structure due to the following changes:

1. Landscape repair to CuSD sewer work at west of TA10 Parking Structure. CuSD brought in large equipment and dug large holes to install a new sewer line for City of Cupertino. This activity disturbed existing landscaping including irrigation, plants, shrubs, mulch and trees. Costs are to re-landscape.

THE TOTAL AMOUNTS OF THIS CHANGE ORDER INCLUDES ALL APPLICABLE TAXES, BONDS, INSURANCE, DELIEVERY, SUPERVISION, OVERHEAD, PROFIT, LABOR IMPACT, DESIGN AND ENGINEERING, MATERIALS, INSTALLATION, CHANGES, DELAYS, ACCELERATION AND INEFFICIENCY, AND ALL OTHER COSTS WHATSOEVER, RELATED TO THE CHANGE OF WORK, AND ITS EFFECT ON THE PROJECT SCHEDULE, AND CONTRACTOR HEREBY WAIVES ANY AND ALL CLAIMS FOR ANY OTHER COSTS ASSOCIATED WITH OR RELATED TO THE CHANGE OF WORK ADDED BY THIS CHANGE ORDER.

THIS CHANGE ORDER REPRESENTS THE ENTIRE AND INTEGRATED AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR NEGOTIATIONS AND QUALIFICIATIONS FOR THIS CHANGE IN SCOPE; BUT THIS CHANGE ORDER AND THE CHANGE OF WORK CONTEMPLATED HEREIN ARE, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, TO THOSE CONCERNING PAYMENT.

Accepted and Agreed:

Owner: Apple Inc

Contractor: Truebeck-Webcor JV

By: _____

By: _____

Digitally signed
by Mike Paye

Printed Name: _____

Printed Name: _____



Date:
2017.12.15
14:40:20-08'00'

Title: _____

Title: _____

Date: _____

Date: _____

SHOOTER and BUTTS, INC.

3768 Old Santa Rita Road
Pleasanton, California 94588
(925) 460-5155 • Fax (925) 460-8485

Date: 10/24/2017

Continuation of Est. #13.2

Repair work adjacent to parking garage attributed to sanitary district work:

Planting:

- 2,640 s.f. soil preparation @ \$1.15	3,036.00
- 2,640 s.f. mulch @ \$.85	2,244.00
- 1 l.s. 90 day maintenance	1,120.00
- 2,450 ea. 2" pots @ \$2.83	6,933.50
- 26 ea. 4" pots @ \$8.65	224.90
- 118 ea. 1 gallon shrubs @ \$12.30	1,451.40
- 39 ea. 5 gallon shrubs @ \$38.67	1,508.13
- 18 ea. 15 gallon shrubs @ \$146.00	2,628.00
- 3 ea. 24" box trees from Apple @ \$162.00	486.00
- 1 ea. 36" box trees from Apple @ \$265.00	265.00
- 3 ea. 48" box trees from Apple @ \$631.00	1,893.00

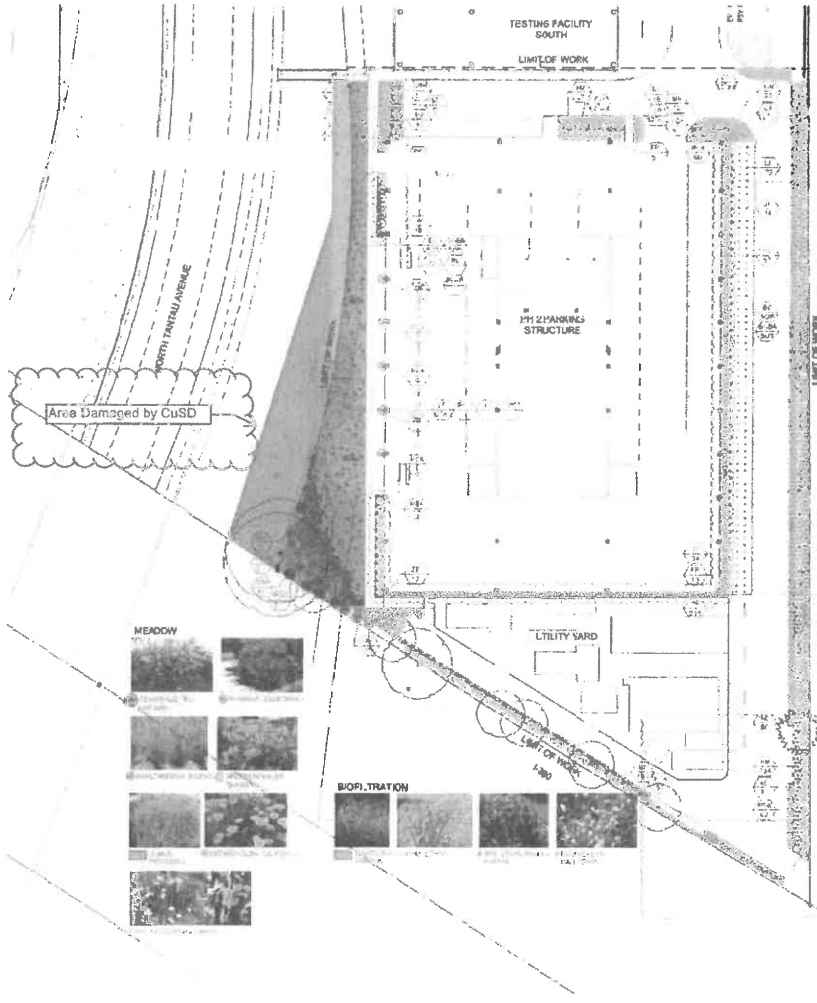
Irrigation:

- 2,640 s.f. repair to drlp irrigation @ \$3.56	9,398.40
---	----------

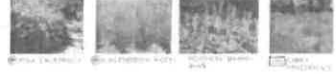
Replanting of new shrubs, ground cover, and grass plugs	15,228.00
---	-----------

GLI	324.92
Fee	928.34

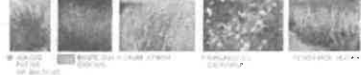
Total \$47,670.26



GARAGE ENTRY



BIOFILTRATION



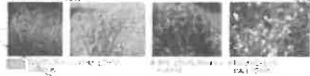
UNDER REDWOODS



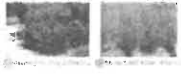
MEADOW



BIOFILTRATION



LANDSCAPE AT GARAGE



1. All work shall be completed within the specified time frame.
 2. All materials shall be of the highest quality and shall be approved by the client.
 3. All work shall be completed in accordance with the specifications and drawings.
 4. All work shall be completed in a safe and sound manner.
 5. All work shall be completed in a professional and courteous manner.

NO.	DATE	BY	REVISION
01	01/15/15	JL	ISSUED FOR PERMITTING
02	01/20/15	JL	REVISED PER COMMENTS
03	01/25/15	JL	REVISED PER COMMENTS
04	02/02/15	JL	REVISED PER COMMENTS
05	02/05/15	JL	REVISED PER COMMENTS
06	02/10/15	JL	REVISED PER COMMENTS
07	02/15/15	JL	REVISED PER COMMENTS
08	02/20/15	JL	REVISED PER COMMENTS
09	02/25/15	JL	REVISED PER COMMENTS
10	03/02/15	JL	REVISED PER COMMENTS

WHITNEY DESIGN, INC.
 1000 S. TANTAU AVENUE
 SUITE 100
 TANTA, CALIFORNIA 92686
 TEL: 949.279.1111
 FAX: 949.279.1112
 WWW.WHITNEYDESIGN.COM

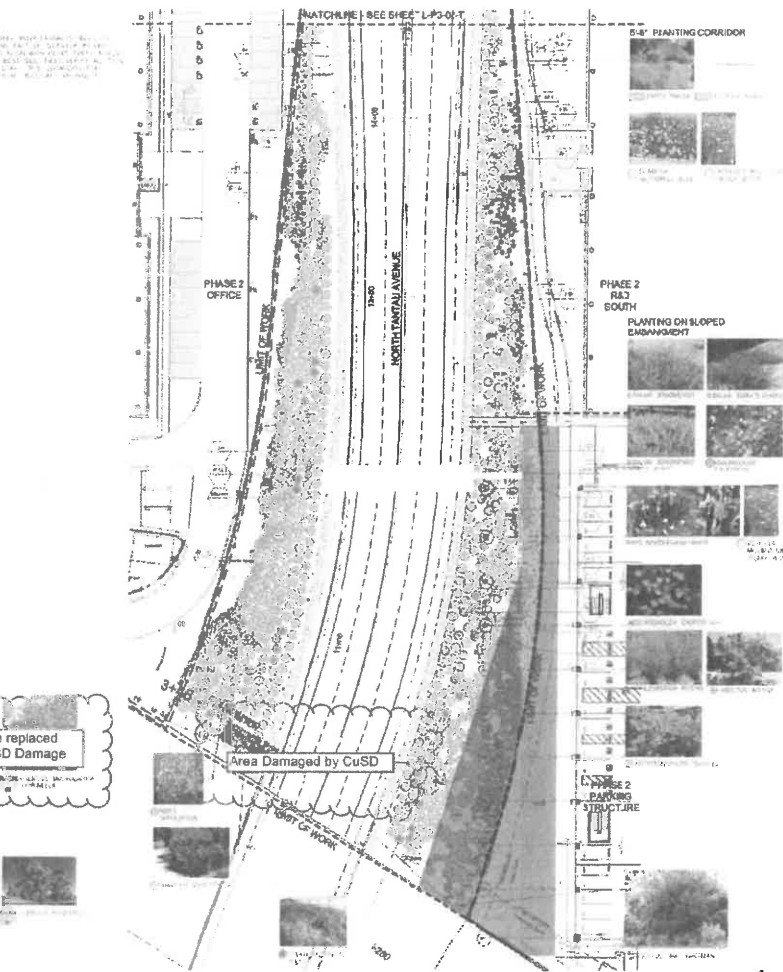
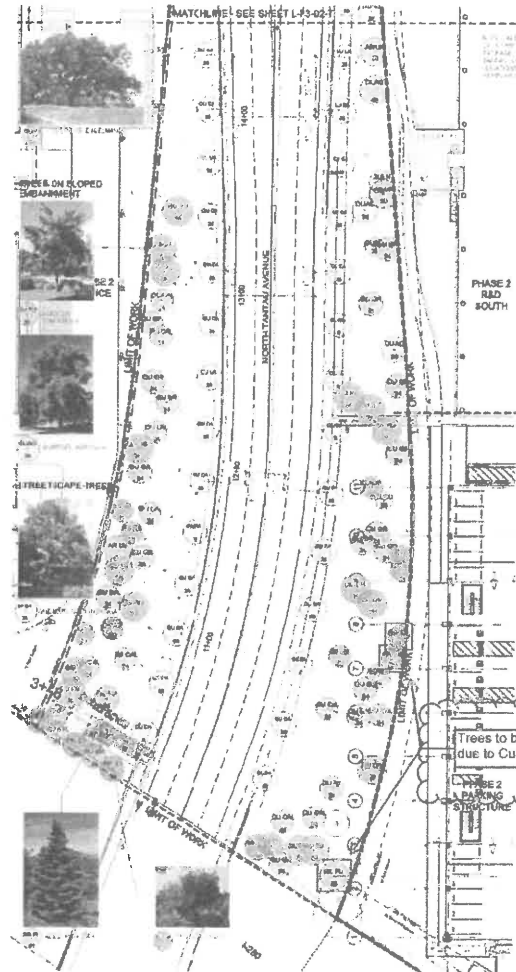
Luk and Associates
 1000 S. TANTAU AVENUE
 SUITE 100
 TANTA, CALIFORNIA 92686
 TEL: 949.279.1111
 FAX: 949.279.1112
 WWW.LUKANDASSOCIATES.COM

ALFATECH
 1000 S. TANTAU AVENUE
 SUITE 100
 TANTA, CALIFORNIA 92686
 TEL: 949.279.1111
 FAX: 949.279.1112
 WWW.ALFATECH.COM

STUDIO FIVE | DESIGN
 1000 S. TANTAU AVENUE
 SUITE 100
 TANTA, CALIFORNIA 92686
 TEL: 949.279.1111
 FAX: 949.279.1112
 WWW.STUDIOFIVEDESIGN.COM

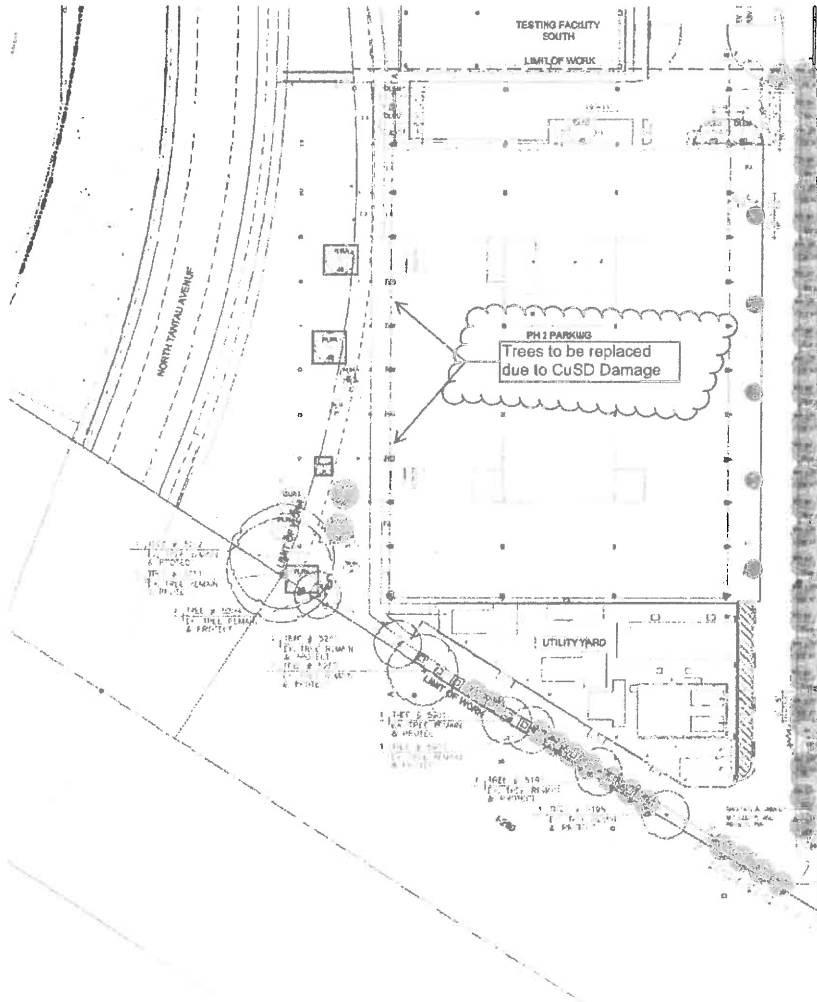
Apple, Inc.
 Apple Campus 2
 Phase 2
 Tanta, ID
 Parking Structure
 Groundcover Planting Plan

Project: 1300S10 02/2/15 11:20 AM
 Date: 02/2/15
 Scale: 1/8" = 1'-0"
 151 57



Trees to be replaced due to CuSD Damage

Area Damaged by CuSD



PROPERTY LIST

NO.	DESCRIPTION	AREA	DATE	BY
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

NOTES

1. THIS PLAN IS A PRELIMINARY DESIGN AND SHOULD BE USED AS A GUIDE ONLY. ALL DIMENSIONS AND LOCATIONS SHOULD BE VERIFIED IN THE FIELD.
2. THE DESIGNER IS NOT RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES.
3. ALL TREE REMOVALS AND REPLACEMENTS SHOULD BE IN ACCORDANCE WITH LOCAL ORDINANCES.
4. THE LIMIT OF WORK IS INDICATED BY A DASHED LINE.
5. ALL TREE REPLACEMENTS SHOULD BE OF EQUAL OR BETTER QUALITY THAN THOSE REMOVED.
6. THE DESIGNER HAS CONDUCTED VISUAL SURVEYS AND HAS IDENTIFIED TREES TO BE REPLACED.
7. THE TREE REPLACEMENTS SHOULD BE PLACED IN THE SAME OR SIMILAR LOCATIONS AS THE TREES TO BE REMOVED.
8. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SPACING AS THE TREES TO BE REMOVED.
9. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR HEIGHT AS THE TREES TO BE REMOVED.
10. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SPECIES AS THE TREES TO BE REMOVED.
11. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR AGE AS THE TREES TO BE REMOVED.
12. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR CONDITION AS THE TREES TO BE REMOVED.
13. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR EXPOSURE AS THE TREES TO BE REMOVED.
14. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOIL TYPE AS THE TREES TO BE REMOVED.
15. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR CLIMATE AS THE TREES TO BE REMOVED.
16. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR TOPOGRAPHY AS THE TREES TO BE REMOVED.
17. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR ADJACENT LAND USE AS THE TREES TO BE REMOVED.
18. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR VISIBILITY AS THE TREES TO BE REMOVED.
19. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOUND AS THE TREES TO BE REMOVED.
20. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR AIR QUALITY AS THE TREES TO BE REMOVED.
21. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR WATER QUALITY AS THE TREES TO BE REMOVED.
22. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOIL QUALITY AS THE TREES TO BE REMOVED.
23. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR LIGHT AS THE TREES TO BE REMOVED.
24. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR HUMIDITY AS THE TREES TO BE REMOVED.
25. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR WIND AS THE TREES TO BE REMOVED.
26. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR DRAINAGE AS THE TREES TO BE REMOVED.
27. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR FLOOD AS THE TREES TO BE REMOVED.
28. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SEISMIC AS THE TREES TO BE REMOVED.
29. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR CLIMATE AS THE TREES TO BE REMOVED.
30. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR TOPOGRAPHY AS THE TREES TO BE REMOVED.
31. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR ADJACENT LAND USE AS THE TREES TO BE REMOVED.
32. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR VISIBILITY AS THE TREES TO BE REMOVED.
33. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOUND AS THE TREES TO BE REMOVED.
34. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR AIR QUALITY AS THE TREES TO BE REMOVED.
35. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR WATER QUALITY AS THE TREES TO BE REMOVED.
36. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOIL QUALITY AS THE TREES TO BE REMOVED.
37. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR LIGHT AS THE TREES TO BE REMOVED.
38. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR HUMIDITY AS THE TREES TO BE REMOVED.
39. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR WIND AS THE TREES TO BE REMOVED.
40. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR DRAINAGE AS THE TREES TO BE REMOVED.
41. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR FLOOD AS THE TREES TO BE REMOVED.
42. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SEISMIC AS THE TREES TO BE REMOVED.
43. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR CLIMATE AS THE TREES TO BE REMOVED.
44. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR TOPOGRAPHY AS THE TREES TO BE REMOVED.
45. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR ADJACENT LAND USE AS THE TREES TO BE REMOVED.
46. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR VISIBILITY AS THE TREES TO BE REMOVED.
47. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOUND AS THE TREES TO BE REMOVED.
48. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR AIR QUALITY AS THE TREES TO BE REMOVED.
49. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR WATER QUALITY AS THE TREES TO BE REMOVED.
50. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOIL QUALITY AS THE TREES TO BE REMOVED.
51. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR LIGHT AS THE TREES TO BE REMOVED.
52. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR HUMIDITY AS THE TREES TO BE REMOVED.
53. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR WIND AS THE TREES TO BE REMOVED.
54. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR DRAINAGE AS THE TREES TO BE REMOVED.
55. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR FLOOD AS THE TREES TO BE REMOVED.
56. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SEISMIC AS THE TREES TO BE REMOVED.
57. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR CLIMATE AS THE TREES TO BE REMOVED.
58. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR TOPOGRAPHY AS THE TREES TO BE REMOVED.
59. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR ADJACENT LAND USE AS THE TREES TO BE REMOVED.
60. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR VISIBILITY AS THE TREES TO BE REMOVED.
61. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOUND AS THE TREES TO BE REMOVED.
62. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR AIR QUALITY AS THE TREES TO BE REMOVED.
63. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR WATER QUALITY AS THE TREES TO BE REMOVED.
64. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOIL QUALITY AS THE TREES TO BE REMOVED.
65. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR LIGHT AS THE TREES TO BE REMOVED.
66. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR HUMIDITY AS THE TREES TO BE REMOVED.
67. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR WIND AS THE TREES TO BE REMOVED.
68. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR DRAINAGE AS THE TREES TO BE REMOVED.
69. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR FLOOD AS THE TREES TO BE REMOVED.
70. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SEISMIC AS THE TREES TO BE REMOVED.
71. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR CLIMATE AS THE TREES TO BE REMOVED.
72. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR TOPOGRAPHY AS THE TREES TO BE REMOVED.
73. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR ADJACENT LAND USE AS THE TREES TO BE REMOVED.
74. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR VISIBILITY AS THE TREES TO BE REMOVED.
75. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOUND AS THE TREES TO BE REMOVED.
76. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR AIR QUALITY AS THE TREES TO BE REMOVED.
77. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR WATER QUALITY AS THE TREES TO BE REMOVED.
78. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOIL QUALITY AS THE TREES TO BE REMOVED.
79. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR LIGHT AS THE TREES TO BE REMOVED.
80. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR HUMIDITY AS THE TREES TO BE REMOVED.
81. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR WIND AS THE TREES TO BE REMOVED.
82. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR DRAINAGE AS THE TREES TO BE REMOVED.
83. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR FLOOD AS THE TREES TO BE REMOVED.
84. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SEISMIC AS THE TREES TO BE REMOVED.
85. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR CLIMATE AS THE TREES TO BE REMOVED.
86. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR TOPOGRAPHY AS THE TREES TO BE REMOVED.
87. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR ADJACENT LAND USE AS THE TREES TO BE REMOVED.
88. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR VISIBILITY AS THE TREES TO BE REMOVED.
89. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOUND AS THE TREES TO BE REMOVED.
90. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR AIR QUALITY AS THE TREES TO BE REMOVED.
91. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR WATER QUALITY AS THE TREES TO BE REMOVED.
92. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SOIL QUALITY AS THE TREES TO BE REMOVED.
93. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR LIGHT AS THE TREES TO BE REMOVED.
94. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR HUMIDITY AS THE TREES TO BE REMOVED.
95. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR WIND AS THE TREES TO BE REMOVED.
96. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR DRAINAGE AS THE TREES TO BE REMOVED.
97. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR FLOOD AS THE TREES TO BE REMOVED.
98. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR SEISMIC AS THE TREES TO BE REMOVED.
99. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR CLIMATE AS THE TREES TO BE REMOVED.
100. THE TREE REPLACEMENTS SHOULD BE PLACED AT THE SAME OR SIMILAR TOPOGRAPHY AS THE TREES TO BE REMOVED.

WATRY DESIGN, INC.

ALFATECH

STUDIO FIVE 1 DESIGN

Apple, Inc.

Apple Campus 2
Phase 2
Terminal B
Parking Structure

Tree Planting Plan

13386A10 02/18/18
L21

DISTRICT MANAGER-ENGINEER
MARK THOMAS & COMPANY, INC.
RICHARD K. TANAKA
DISTRICT COUNSEL
ATKINSON • FARASYN, LLP.
MARC HYNES



20863 STEVENS CREEK BOULEVARD, SUITE 100
CUPERTINO, CALIFORNIA 95014-2154
(408) 253-7071 PHONE • (408) 253-5173 FAX

BOARD OF DIRECTORS
ANGELA S. CHEN
JOHN M. GATTO
WILLIAM A. BOSWORTH
PATRICK S. KWOK
TAGHI S. SAADATI

December 11, 2017

File: CSD-MOP #17-063 Cupertino

Mr. Dan Whisenhunt
Apple, Inc.
1 Infinite Loop M/S 21-1AC2
Cupertino, CA 95014

Subject: Closing Contract for Calabazas Creek/Tantau Ave Sanitary Sewer Rehabilitation Project

Dear Mr. Whisenhunt:

This letter is to inform you that Cupertino Sanitary District has completed the work for the Calabazas Creek/Tantau Ave Sanitary Sewer Rehabilitation Project as described in the Installer's Agreement dated May 3, 2017, including all punch lists.

At this time, the District is ready to close the construction contract and terminate the Installer's Agreement dated May 3, 2017, unless Apple Inc. has any further comments or issues. The staff will be presenting the project for acceptance and close-out of the project at the upcoming Board of Directors meeting to be held on January 2, 2018.

Cupertino Sanitary District appreciates Apple's cooperation in getting the needed sewer rehabilitation completed along Tantau Avenue. Our joint effort is another example of a successful partnership working together for a common interest.

Should you have any questions or need additional information, please call me or Deputy District Manager, Benjamin T. Porter, at 408-253-7863.

Yours very truly,

A handwritten signature in blue ink, appearing to read 'RKTanaka', is written over a light blue horizontal line.

Richard K. Tanaka
District Manager-Engineer
MARK THOMAS