

## BOARD MEETING AGENDA Monday, July 22, 2019 Regular Meeting - 7:00 P.M.

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

#### Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy

Attorney

- 1. Call to Order.
- 2. Salute to the Flag.
- 3. Roll Call.

#### Motion

4. Approve Minutes of the Board Meeting of June 24, 2019.

#### Information

- 5. June 2019 Monthly Operations Report (to be reviewed by the Budget & Finance and Legal/Community Affairs Committees).
- 6. Written Communications.

### 7. Public Comment.

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

## **Public Hearing**

8. Public Hearing to Consider Adopting Ordinance No. 34.08, An Ordinance Providing for the General Regulation of Private and Public Sewers, Plan Review, Issuance of Construction Permits, Inspection of Sewer Installation, and the Collection of Fees for These Services, and to Repeal Ordinance No. 34.07 (to be reviewed by the Legal/Community Affairs Committee).

#### Motion

9. Review and Consider Approval of the Enhanced Treatment & Site Upgrade Program Manager (Limited Duration) and Enhanced Treatment & Site Upgrade Assistant Program Manager (Limited Duration) Job Descriptions and Salary Ranges (to be reviewed by the Personnel Committee).

#### Motion

10. Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Carollo Engineers for the Primary Digester No. 2 Rehabilitation Project (to be reviewed by the Engineering and Information Technology Committee).

#### Motion

11. Authorize the General Manager to Execute a Lease Agreement with the California State Lands Commission for the Emergency Outfall Improvements Project (to be reviewed by the Engineering and Information Technology Committee).

### Motion

12. Authorize the General Manager to Execute Task Order No. 2 with Woodard & Curran, Inc. for the Control Box No. 1 Improvements Project (to be reviewed by the Engineering and Information Technology Committee).

#### Motion

13. Appointing Two Boardmembers to Serve on the East Bay Dischargers Authority (EBDA) JPA Negotiations Ad Hoc Committee.

#### Motion

14. Election of Officers for the Board of Directors for Fiscal Year 2020.

#### Information

15. Fiscal Year 2019 Fourth Quarter Managed Investment Portfolio Report (to be reviewed by the Budget & Finance Committee).

#### Information

16. Cal-Card Quarterly Activity Report (to be reviewed by the Budget & Finance Committee).

#### Information

17. Report on the East Bay Dischargers Authority (EBDA) Meeting of June 20, 2019.

#### Information

18. Check Register.

### Information

- 19. Committee Meeting Reports. (No Board action is taken at Committee meetings):
  - a. Budget & Finance Committee Wednesday, July 17, 2019, at 10:00 a.m.
    - Director Kite and Director Toy
  - b. Engineering and Information Technology Committee Thursday, July 18, 2019, at 11:30 a.m.
    - Director Handley and Director Lathi
  - c. Personnel Committee Thursday, July 18, 2019, at 12:00 p.m.
    - Director Fernandez and Director Kite
  - d. Legal/Community Affairs Committee Friday, July 19, 2019, at 10:30 a.m.
    - Director Fernandez and Director Handley
  - e. Legislative Committee will not meet.
  - f. Audit Committee will not meet.

#### Information

- 20. General Manager's Report. (Information on recent issues of interest to the Board).
- 21. Other Business:
  - a. Comments and questions. Directors can share information relating to District business and are welcome to request information from staff.
  - b. Scheduling matters for future consideration.
- 22. Adjournment The Board will adjourn to the next Regular Board Meeting in the Boardroom on Monday, August 12, 2019, at 7:00 p.m.

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



#### **BUDGET & FINANCE COMMITTEE MEETING**

Committee Members: Director Kite and Director Toy

AGENDA
Wednesday, July 17, 2019
10:00 A.M.

Alvarado Conference Room 5072 Benson Road Union City, CA 94587

#### **Directors**

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge

General Manager/

District Engineer

Karen W. Murphy

Attorney

- 1. Call to Order
- 2. Roll Call
- 3. Public Comment

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

- 4. Items to be reviewed for the Regular Board meeting of July 22, 2019:
  - June 2019 Monthly Operations Report Financial Reports
  - Fiscal Year 2019 Fourth Quarter Managed Investment Portfolio Report
  - Cal-Card Quarterly Activity Report
- 5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting.

No action will be taken at committee meetings.

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



## ENGINEERING AND INFORMATION TECHNOLOGY COMMITTEE MEETING

Committee Members: Director Handley and Director Lathi

AGENDA
Thursday, July 18, 2019
11:30 A.M.

Alvarado Conference Room 5072 Benson Road Union City, CA 94587

#### **Directors**

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy *Attorney* 

- 1. Call to Order
- 2. Roll Call

#### 3. Public Comment

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

- 4. Items to be reviewed for the Regular Board meeting of July 22, 2019:
  - Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Carollo Engineers for the Primary Digester No. 2 Rehabilitation Project
  - Authorize the General Manager to Execute a Lease Agreement with the California State Lands Commission for the Emergency Outfall Improvements Project
  - Authorize the General Manager to Execute Task Order No. 2 with Woodard & Curran, Inc. for the Control Box No. 1 Improvements Project
- 5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting.

No action will be taken at committee meetings.

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#### PERSONNEL COMMITTEE MEETING

Committee Members: Director Fernandez and Director Kite

Directors

Manny Fernandez

Tom Handley

Pat Kite

Anjali Lathi

Jennifer Toy

## AGENDA av, July 18, 20

Thursday, July 18, 2019 12:00 P.M.

Alvarado Conference Room 5072 Benson Road Union City, CA 94587

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy Attorney

- 1. Call to Order
- 2. Roll Call
- 3. Public Comment
- 4. Items to be reviewed for the Regular Board meeting of July 22, 2019:
  - Review and Consider of Approval the Enhanced Treatment & Site Upgrade Program Manager (Limited Duration) and Enhanced Treatment & Site Upgrade Assistant Program Manager (Limited Duration) Job Descriptions and Salary Ranges
- 5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings. The Public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District at least one working day prior to the meeting). If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. If the subject is within the Board's jurisdiction but not on the agenda, the speaker will be heard at the time "Public Comment" is calendared. Oral comments are limited to three minutes per individual, with a maximum of 30 minutes per subject. Speaker's cards will be available and are to be completed prior to discussion of the agenda item.

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

THE PUBLIC IS INVITED TO ATTEND



## **LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING**

Committee Members: Director Fernandez and Director Handley

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

**Directors** 

## AGENDA Friday, July 19, 2019 10:30 A.M.

Alvarado Conference Room 5072 Benson Road Union City, CA 94587

#### Officers

Paul R. Eldredge

General Manager/

District Engineer

Karen W. Murphy

Attorney

- 1. Call to Order
- 2. Roll Call
- 3. Public Comment

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

- 4. Items to be reviewed for the Regular Board meeting of July 22, 2019:
  - June 2019 Monthly Operations Report Odor and Work Group Reports
  - Public Hearing to Consider Adopting Ordinance No. 34.08, An Ordinance Providing for the General Regulation of Private and Public Sewers, Plan Review, Issuance of Construction Permits, Inspection of Sewer Installation, and the Collection of Fees for These Services, and to Repeal Ordinance No. 34.07
- 5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting.

No action will be taken at committee meetings.

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

## MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF UNION SANITARY DISTRICT June 24, 2019

## **CALL TO ORDER**

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

## **SALUTE TO THE FLAG**

## **ROLL CALL**

PRESENT: Anjali Lathi, President

Manny Fernandez, Vice President

Jennifer Toy, Secretary Tom Handley, Director Pat Kite. Director

STAFF: Paul Eldredge, General Manager/District Engineer

Karen Murphy, District Counsel

Armando Lopez, Treatment and Disposal Services Manager

Sami Ghossain, Technical Services Manager

Robert Simonich, Fabrication, Maintenance, and Construction Manager

James Schofield, Collection Services Manager Laurie Brenner, Business Services Coach

Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITORS: Alice Johnson, League of Women Voters

Roelle Balan, Tri-City Voice Newspaper

## MAY 2019 MONTHLY OPERATIONS REPORT

This item was reviewed by the Legal/Community Affairs and Budget and Finance Committees. General Manager Eldredge provided an overview of the Odor Report and Work Group reports. Business Services Coach Brenner reviewed the Financial Reports.

## WRITTEN COMMUNICATIONS

There were no written communications.

## **ORAL COMMUNICATIONS**

There were no oral communications.

# PUBLIC HEARING TO CONSIDER COLLECTION OF SEWER SERVICE CHARGES ON THE TAX TOLLS FOR FISCAL YEAR 2020 AND ADOPTION OF A RESOLUTION ELECTING TO COLLECT SEWER SERVICE CHARGES ON THE TAX ROLLS

This item was reviewed by the Budget & Finance Committee. Business Services Coach Brenner stated the Board approved sewer service charge rates for fiscal years 2017 through 2021 at the January 25, 2016, Board meeting. The Board must hold a public hearing annually to consider and reauthorize collection of sewer service charges on the general Alameda County tax rolls. On June 3, 2019, The Board directed staff to schedule a public hearing on June 24, 2019, to consider collection of sewer service charges on the tax rolls. Staff recommended the Board conduct a public hearing and receive oral and written protests to the proposal to collect sewer service charges on the tax rolls, and if a majority protest is not received, adopt a resolution electing to collect sewer service charges on the tax rolls for FY 2020.

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

President Lathi closed the public hearing.

The minimum number of protests needed to constitute a majority would have been 49,016. Since no protests were received, Board Clerk McEvoy determined the absence of a majority protest.

It was moved by Director Handley, seconded by Secretary Toy, to Adopt Resolution No. 2863, Electing to Collect Sewer Service Charges on Tax Rolls for Fiscal Year 2020. Motion carried unanimously.

## CONSIDER APPROVING PROPOSED OPERATING AND CIP BUDGET FOR FISCAL YEAR 2020

This item was reviewed by the Budget & Finance Committee. Business Services Coach Brenner stated the draft budget was presented to the Board for review and feedback at the Budget Workshop held May 20, 2019, and the Special Board Meeting held June 3, 2019. The Proposed Operating and CIP Budget for FY 2020 included in the Board meeting packet reflects the Board's input and information presented at the Board Workshop and Special Meeting. Staff recommended the Board review and consider adopting the Proposed Operating and CIP Budget for FY 2020.

It was moved by Vice President Fernandez, seconded by Secretary Toy, to Adopt the Operating and CIP Budget for FY 2020. Motion carried unanimously.

## REVIEW AND CONSIDER APPROVAL OF POLICY 3100, PUBLIC INPUT AT BOARD AND COMMITTEE MEETINGS

This item was reviewed by the Legal/Community Affairs Committee. General Manager Eldredge stated Policy No. 3100, Public Input at Board and Committee Meetings, was last reviewed and approved by the Board at the April 22, 2013, Board meeting. Staff

recommended the Board review and consider approval of updated Policy No. 3100, Public Input at Board and Committee Meetings.

The Board requested the Policy be updated to clarify the allowance of public comment at committee meetings.

It was moved by Director Handley, seconded by Vice President Fernandez, to Approve Policy No. 3100, Public Input at Board and Committee Meetings, as Amended to Clarify the Allowance of Public Comment at Committee Meetings. Motion carried unanimously.

## REVIEW AND CONSIDER APPROVAL OF POLICY 3200, BOARDMEMBER REQUESTS FOR INFORMATION

This item was reviewed by the Legal/Community Affairs Committee. General Manager Eldredge stated Policy No. 3200, Boardmember Requests for Information, was last reviewed and approved by the Board at the March 11, 2013, Board meeting. Staff recommended the Board review and consider approval of updated Policy No. 3200, Boardmember requests for information.

It was moved by Secretary Toy, seconded by Director Kite, to Approve Policy No. 3200, Boardmember Requests for Information. Motion carried unanimously.

## REVIEW AND CONSIDER APPROVAL OF POLICY 4000, REPRESENTATION BY BOARDMEMBERS ON SPECIFIC ISSUES

This item was reviewed by the Legal/Community Affairs Committee. General Manager Eldredge stated Policy No. 4000, Representation by Boardmembers on Specific Issues, was last reviewed and approved by the Board at the March 11, 2013, Board meeting. Staff recommended the Board review and consider approval of updated Policy No. 4000, Representation by Boardmembers on Specific Issues.

It was moved by Director Handley, seconded by Director Kite, to Approve Policy No. 4000, Representation by Boardmembers on Specific Issues. Motion carried unanimously.

## REJECT THE SOLE BID RECEIVED FOR THE NEWARK PUMP STATION CATHODIC PROTECTION SYSTEM UPGRADE PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the District operates cathodic protection systems to protect its underground steel and iron pipelines and appurtenances from corrosion. The Newark Pump Station Cathodic Protection System Upgrade Project was first advertised for bids on February 12, 2019, and two bids were received and opened on March 12, 2019. On April 22, 2019, the Board rejected both bids and authorized staff to re-bid the project. The Project was re-advertised for bids on May 14, 2019, and one bid was received and opened on June 11, 2019. The bid exceeded the Engineer's Estimate by a large percentage, and staff believe it would be best to reject the bid. Another cathodic protection system improvement project is scheduled in FY 2019-2020, staff will include the scope of work from the Newark Pump Station in this future project.

Staff believe the larger project would attract multiple bidders as well as competitive bids. Staff recommended the Board reject the sole bid received for the Newark Pump Station Cathodic Protection System Upgrade Project.

It was moved by Vice President Fernandez, seconded by Director Kite, to Reject the Sole Bid Received for the Newark Pump Station Cathodic Protection System Upgrade Project. Motion carried unanimously.

## SCHEDULE A PUBLIC HEARING TO ADOPT ORDINANCE NO. 36.04, SEWER USE ORDINANCE, AND TO REPEAL ORDINANCE 36.03

This item was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated District Ordinance 36.03 provides requirements for restrictions on discharges to the sanitary sewer. The Ordinance applies to industrial, commercial, and residential dischargers and establishes requirements for USD's pretreatment program to be in compliance with federal, state, and local laws regulating discharges. A summary of proposed revisions to Ordinance 36.03 was included in the Board meeting packet. The Notice of Public Hearing will be published in The Argus newspaper on June 28 and July 5, 2019, notifying the public that the Board of Directors of Union Sanitary District will consider adoption of revisions to Ordinance 36.03 at the Public Hearing to be held August 12, 2019, at 7:00 p.m. in the Boardroom at 5072 Benson Road, Union City, California. Staff recommended the Board schedule a public hearing to adopt Ordinance 36.04, Sewer Use Ordinance and repeal Ordinance 36.03.

The Legal/Community Affairs Committee asked staff if the definition for "building sewer" was the same as "lateral sewer", and requested staff use consistent terminology through all District ordinances. Environmental Compliance Coach Dunning stated the definition for "building sewer" would be updated to include "lateral sewer" in parenthesis.

It was moved by Director Handley, seconded by Secretary Toy, to Schedule a Public Hearing to Adopt Ordinance 36.04 on August 12, 2019, at 7:00 p.m. in the Boardroom at 5072 Benson Road, Union City, California. Motion carried unanimously.

### **INFORMATION ITEMS:**

## **Check Register**

Staff responded to Boardmember questions regarding the Check Register.

### **COMMITTEE MEETING REPORTS:**

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

## **GENERAL MANAGER'S REPORT:**

General Manager Eldredge stated:

- General Manager Eldredge shared the updated Sewer Lateral Information Video and stated the video will be uploaded to the District's website following addition of closed captioning.
- An update regarding the Newark Force Main relocation will be presented at an upcoming Board meeting.
- Alameda County Water District (ACWD) staff met with USD staff to discuss ACWD's upcoming smart meter project.
- The General Manager will present a District Update for all staff at 1:30 p.m. on Thursday, June 27, 2019.
- The General Manager's Check-in and District Update Board Workshop will be held in the Alvarado Conference Room at 6:00 p.m. on Tuesday, July 9, 2019.
- General Manager Eldredge reminded everyone that the July 8, 2019, Regular Board Meeting had been canceled.

### OTHER BUSINESS:

There was no other business.

## **ADJOURNMENT:**

The meeting was adjourned at 7:50 p.m. to a Board Workshop in the Alvarado Conference Room on Tuesday, July 9, 2019, at 6:00 p.m.

The Board will then adjourn to the next Regular Meeting in the Boardroom on Monday, July 22, 2019, at 7:00 p.m.

SUBMITTED:	ATTEST:
REGINA McEVOY BOARD CLERK	JENNIFER TOY SECRETARY
APPROVED:	
ANJALI LATHI PRESIDENT	

Adopted this 22<sup>nd</sup> day of July 2019



#### Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy *Attorney* 

## JULY 22, 2019 BOARD OF DIRECTORS MEETING AGENDA ITEM # 5

TITLE: Monthly Operations Report for June 2019 (This is an Information Item)

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

### Recommendation

Information only.

### **Previous Board Action**

None

## **Background**

Attached are Monthly Operations Reports for June 2019. Staff is available to answer questions regarding information contained in the report.

## **Work Group Managers**

General Manager/Administration	Paul Eldredge	GM
Collection Services	James Schofield	CS
Technical Support	Sami Ghossain	TS
Treatment and Disposal Services	Armando Lopez	T&D
Fabrication, Maintenance, and Construction	<b>Robert Simonich</b>	FMC

### **ODOR COMPLAINTS:**

During the month of June 2019, there was one odor complaint received by the Collection System.

#### **SAFETY**

• We received the documentation to confirm the calculations for our EX-mod. Our EX-mod for this year is .82.

## **STAFFING & PERSONNEL:**

### **Recruitments Opened:**

 Administrative Specialist I – Environmental Compliance (EC), 2 positions (replacement for Audrey Villanueva - promotion effective 7/20/19 and replacement for Ariel Teixeira – lateral transfer effective 6/3/19)

**G.M. ACTIVITIES:** For the month of June, the General Manager was involved in the following:

- Attended the East Bay Dischargers Authority (EBDA) Managers Advisory Committee (MAC) meeting
- Attended the EBDA Meeting
- Participated in USD's EBDA JPA Ad Hoc Meetings
- Attended an EBDA MAC JPA Discussion Meeting
- Attended the Plant Master Plan Financial Planning Board Workshop
- Presented a District Update for all employees.

**Attachments:** Odor Report and Map

Hours Worked and Leave Time by Work Group

Business Services Technical Services Collection Services

Fabrication, Maintenance, and Construction

**Treatment and Disposal Services** 



## ODOR REPORT June 2019

During the recording period from June 01, 2019 through June 30, 2019, there was one odor related service request received by the District.

## **City: Fremont**

## 1. Complaint Details:

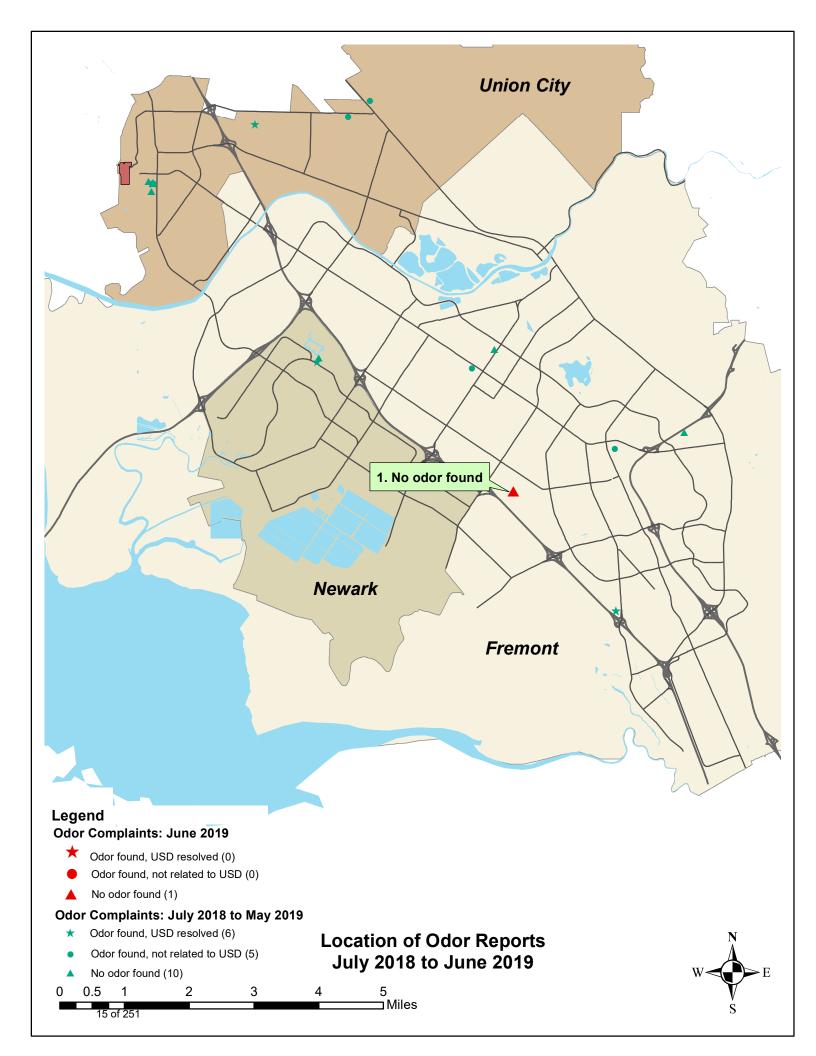
Date: 6/17/2019 Time: 10:15 am

Location: CURTIS ST Reported By: Antonio Johnson

Wind (from): N/A Wind Speed: 5 mph
Temperature: 72 Degrees F Weather: Clear

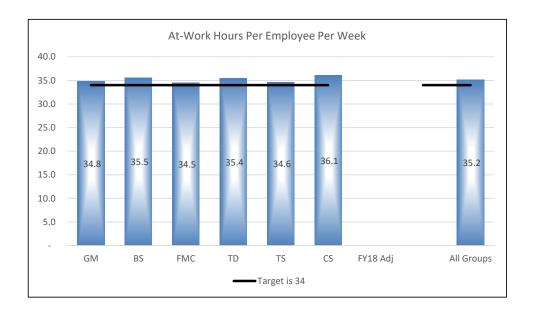
## Response and Follow-up:

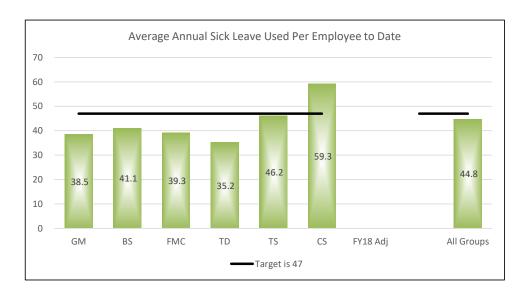
We inspected our sewer mains, manholes and the storm drain inlets in the area. We detected no odor and our lines were flowing fine. The clean out lid was loose and that may have been where odor was coming from, but we could not smell anything. We relayed our findings to the reporting party.



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

June 28, 2018 through June 26, 2019 Weeks to Date: 52 out of 52 (100%)





### **NOTES**

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

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

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

## June 28, 2018 through June 26, 2019

Weeks to Date: 52 out of 52 (100%)

Group	Average	AT-WORK	HOURS	At-Work Hours		LEAVE I	HOURS		Average Annual Sick		FY18	
	Number of Employees	Regular (1)	Overtime (2)	Per Employee Per Week	Discretionary (3)	Short Term Disability	Workers Comp	Sick (4)	Leave Used Per Employee To Date	Average Number of Employees	At-Work Hours Per Week Per Employee	Annual Sick Leave Used
GM	2	3,563.00	43.83	34.8	520.00	-	-	77.00	38.5	2	35.9	18.5
BS	16	29,372.99	110.92	35.5	3,796.01	9.00	-	657.16	41.1	20	35.4	41.0
FMC	28	49,384.25	695.63	34.5	7,170.89	262.29	48.50	1,099.07	39.3	23	34.2	43.9
TD	26	47,183.72	557.10	35.4	6,135.88	12.38	-	915.87	35.2	26	35.4	61.5
TS	32	57,294.67	199.38	34.6	7,531.93	32.20	-	1,477.21	46.2	31	35.4	48.7
CS	30	53,290.37	2,833.87	36.1	7,790.36	410.37	51.00	1,778.99	59.3	31	35.2	56.0
All Groups	134	240,091.50	4,440.73	35.2	32,945.07	726.24	99.50	6,002.80	44.8	133	35.1	50.5

SICK LEAVE INCENTIVE PROGRAM TARGETS

≥34

≤47

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

#### NOTES

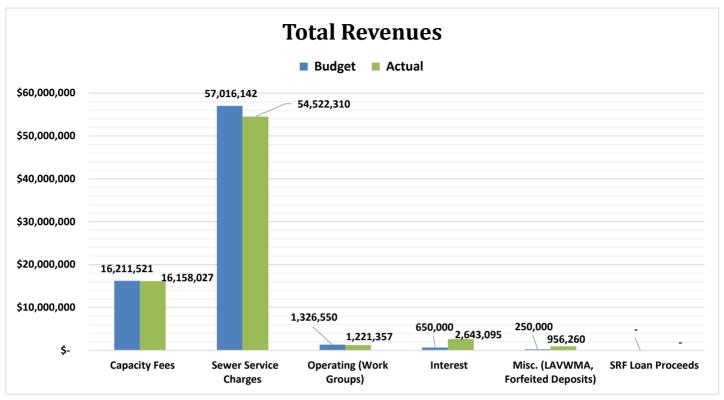
- (1) Regular hours does not include hours worked by part-time or temporary employees.
- (2) Overtime hours includes call outs.
- (3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, FLEX, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., SLIP, VRIP, Holiday Banked Use leaves.
- (4)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

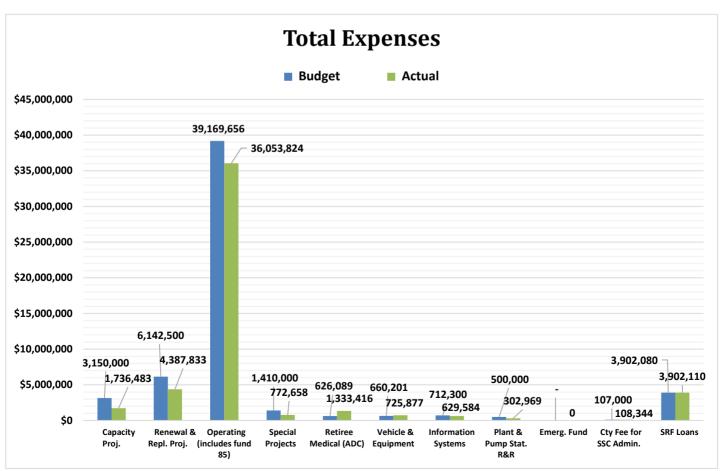
An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of <u>34.9</u> hours per week over the course of a year; with 20 vacation days, <u>34.2</u> hours per week.

## **BUDGET AND FINANCE REPORT**

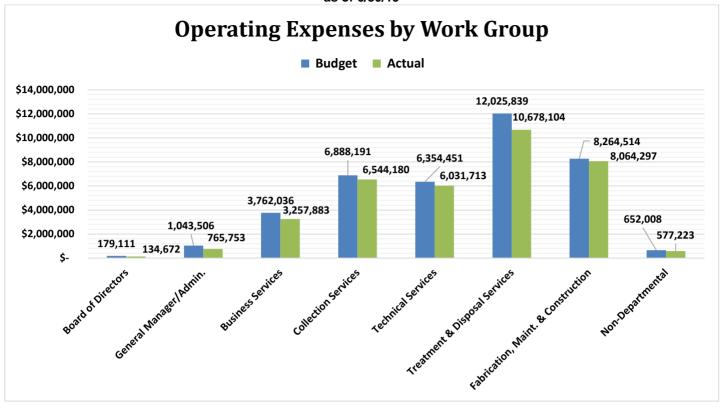
FY 2019	Year-to-date	e as of 6/30/2019	100% of year elapsed	1
Revenues	Dudant	Preliminary	% of	Audited Last Year
Consolity Food	Budget	Actual	Budget Rec'd	Actuals 6/30/18
Capacity Fees	\$ 16,211,521	\$ 16,158,027	100%	\$ 23,623,947
Sewer Service Charges	57,016,142	54,522,310	96%	54,260,096
Operating (Work Groups)	1,326,550	1,221,357	92%	1,532,508
Interest	650,000	2,643,095	407%	1,436,168
Misc. (LAVWMA, Forfeited Deposits)	250,000	956,260	383%	99,362
Subtotal Revenues	\$ 75,454,213	\$ 75,501,050	100%	\$ 80,952,081
SRF Loan Proceeds	-	-		456,642
Total Revenues + SRF Proceeds	\$ 75,454,213	\$ 75,501,050	100%	\$ 81,408,723
<u>Expenses</u>			% of	Last Year
<u></u>	Budget	Actual	Budget Used	Actuals
Capital Improvement Program:	901	71010101	go: 000	7.000.010
Capacity Proj.	\$ 3,150,000	\$ 1,736,483	55%	\$ 2,555,801
Renewal & Repl. Proj.	6,142,500	4,387,833	71%	5,149,632
Operating (includes fund 85)	39,169,656	36,053,824	92%	38,751,654
Special Projects	1,410,000	772,658	55%	914,943
Retiree Medical (ADC)	626,089	1,333,416	213%	514,807
Vehicle & Equipment	660,201	725,877	110%	552,020
Information Systems	712,300	629,584	88%	154,654
Plant & Pump Stat. R&R	500,000	302,969	61%	219,622
Emerg. Fund	-	-	0%	213,022
Cty Fee for SSC Admin.	107,000	108,344	101%	107,581
Debt Servicing:	107,000	100,544	10176	107,301
SRF Loans	3,902,080	3,902,110	100%	4,282,954
				<u> </u>
Total Expenses	\$ 56,379,826	\$ 49,953,098	89%	\$ 53,203,669
Total Revenue & Proceeds less Expenses	\$ 19,074,387	\$ 25,547,952		28,205,054
				Audited
Operating (Work Group) Expenses		Preliminary	% of	Last Year
	Budget	Actual	Budget Used	Actuals
Board of Directors	\$ 179,111	\$ 134,672	75%	\$ 138,798
General Manager/Admin.	1,043,506	765,753	73%	817,042
Business Services	3,762,036	3,257,883	87%	5,039,969
Collection Services	6,888,191	6,544,180	95%	7,208,772
Technical Services	6,354,451	6,031,713	95%	6,690,818
Treatment & Disposal Services	12,025,839	10,678,104	89%	11,569,991
Fabrication, Maint. & Construction	8,264,514	8,064,297	98%	6,753,251
Non-Departmental	652,008	577,223	89%	530,937
Total	\$ 39,169,656	\$ 36,053,824	92%	\$ 38,749,578
Operating (Work Group) Expenses by Type			% of	Last Year
	Budget	Actual	Budget Used	Actuals
Personnel (incl D&E)	\$ 26,616,585	\$ 25,360,040	95%	\$ 28,073,162
Repairs & Maintenance	2,256,450	2,256,010	100%	2,166,967
Supplies & Matls (chemicals, small tools)	3,185,240	2,599,242	82%	2,398,715
Outside Services (utilities, biosolids, legal)	6,766,691	5,759,770	85%	5,942,890
Fixed Assets	344,690	78,762	23%	167,845
	5 1-1,000	10,102	2070	107,040
Total	\$ 39,169,656	\$ 36,053,824	92%	\$ 38,749,578

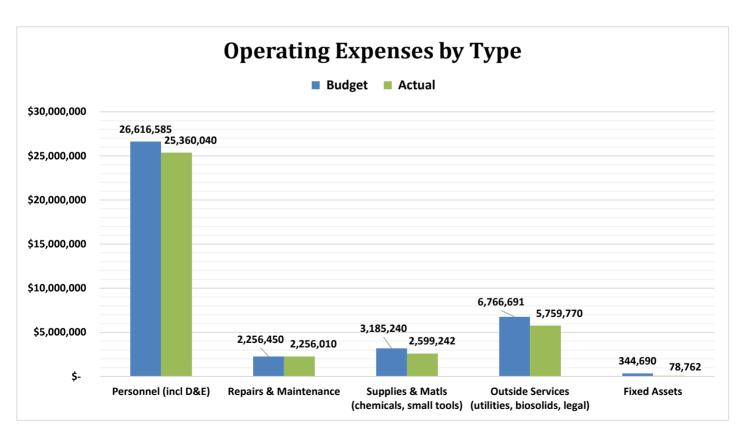
## REVENUES AND EXPENSES REPORT as of 6/30/19





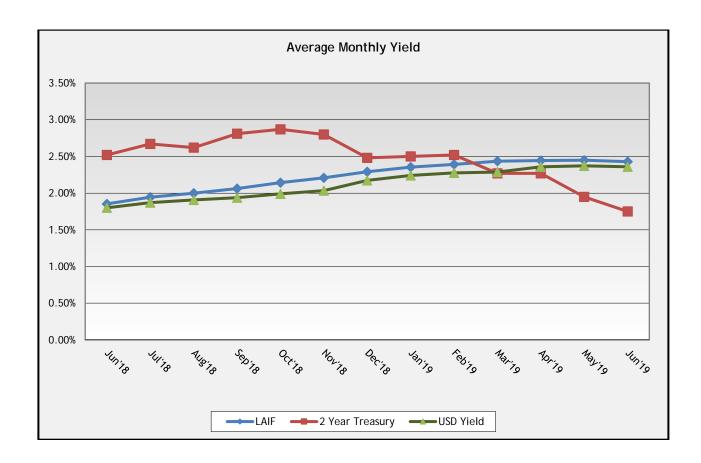
## REVENUES AND EXPENSES REPORT as of 6/30/19

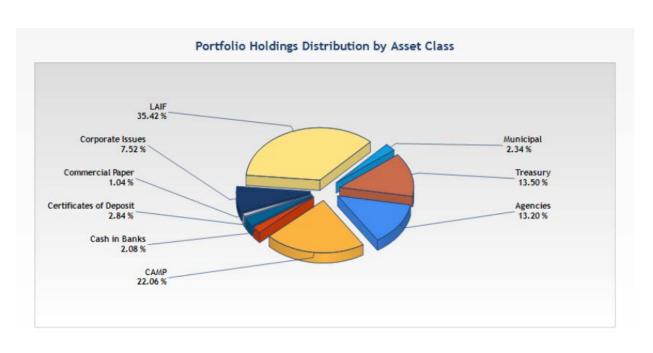


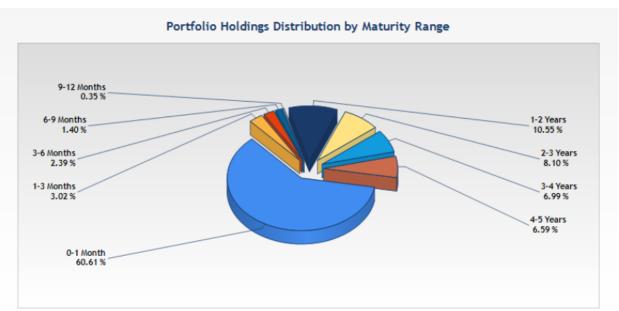


## Business Services Group June 2019

## **Performance Measures for the USD Investment Portfolio**







Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	86,399,785.15	2.421	86,399,232.65	1	60.61	86,399,345.18	86,399,600.98	0.00
1-3 Months	4,320,000.00	2.991	4,306,426.38	67	3.02	4,309,811.95	4,311,102.58	0.18
3-6 Months	3,408,000.00	1.547	3,413,756.57	134	2.39	3,400,797.72	3,408,556.08	0.37
6-9 Months	2,000,000.00	1.545	2,000,000.00	225	1.40	1,990,890.00	2,000,000.00	0.61
9-12 Months	498,000.00	1.700	498,000.00	334	0.35	495,838.68	498,000.00	0.91
1-2 Years	14,850,000.00	2.098	15,036,353.56	615	10.55	14,876,988.57	14,901,607.45	1.66
2-3 Years	11,558,000.00	2.294	11,546,312.12	964	8.10	11,617,711.75	11,543,500.41	2.57
3-4 Years	10,185,000.00	2.458	9,964,510.89	1,331	6.99	10,202,169.55	9,980,806.11	3.53
4-5 Years	9,580,000.00	2.408	9,391,211.25	1,618	6.59	9,636,106.30	9,402,434.95	4.24
TOTAL / AVERAGE	142,798,785.15	2.360	142,555,803.42	353	100	142,929,659.70	142,445,608.56	0.94

Union Sanitary District Portfolio Holdings

Board Report - Holdings

Report Format: By Transaction

Group By: Asset Class Average By: Cost Value

Portfolio / Report Group: All Portfolios

As of 6/30/2019

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Agencies											
FFCB 1.3 11/25/2019-16	3133EGBK0	Moodys- Aaa	5/25/2016	1,000,000.00	997,950.00	1.300	997,220.00	1.360		11/25/2019	0.70
FFCB 1.59 3/23/2020-17	3133EFR25	Moodys- Aaa	3/23/2016	1,000,000.00	1,000,000.00	1.590	994,620.00	1.590		3/23/2020	0.70
FFCB 1.7 5/3/2021-17	3133EF5T0	Moodys- Aaa	5/3/2016	1,000,000.00	1,000,000.00	1.700	997,790.00	1.700		5/3/2021	0.70
FHLB 0 7/3/2019	313384HR3	Moodys-P1	6/24/2019	1,000,000.00	999,447.50	0.000	999,880.00	2.211		7/3/2019	0.70
FHLB 1.93 12/21/2020- 17	3130AADQ8	None	12/21/2016	1,000,000.00	1,000,000.00	1.930	997,310.00	1.930		12/21/2020	0.70
FHLB 2 10/26/2021-19	3130AB3D6	None	4/26/2017	1,000,000.00	1,000,000.00	2.000	999,670.00	2.000		10/26/2021	0.70
FHLB 2.05 12/29/2021- 17	3130AAET1	Moodys- Aaa	12/29/2016	1,000,000.00	1,000,000.00	2.050	1,000,460.00	2.050	9/29/2019	12/29/2021	0.70
FHLB 2.4 12/22/2021-17	3130AAHC5	None	12/22/2016	1,000,000.00	1,000,000.00	2.400	1,000,020.00	2.400		12/22/2021	0.70
FHLB 2.85 3/27/2024	3130AG5B7	Moodys- Aaa	4/26/2019	330,000.00	330,000.00	2.850	330,386.10	2.850		3/27/2024	0.23
FHLB Step 4/28/2021-16	3130A7PR0	Moodys- Aaa	4/28/2016	1,000,000.00	1,000,000.00	2.000	1,000,190.00	2.114	7/28/2019	4/28/2021	0.70
FHLB Step 4/28/2021-16	3130A7QX6	Moodys- Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.750	999,550.00	2.021		4/28/2021	0.70
FHLMC 1.25 10/28/2019- 17	3134G8XQ7	Moodys- Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.250	996,770.00	1.250		10/28/2019	0.70
FHLMC 1.5 12/30/2019- 17	3134GAYY4	S&P-AA+	12/30/2016	1,000,000.00	1,000,000.00	1.500	996,270.00	1.500	9/30/2019	12/30/2019	0.70
FHLMC 1.5 9/9/2019-18	3134GA7A6	Moodys- Aaa	5/10/2017	1,000,000.00	1,000,000.00	1.500	998,530.00	1.500		9/9/2019	0.70
FHLMC 2 12/30/2021-17	3134GAYV0	None	12/30/2016	1,000,000.00	1,000,000.00	2.000	1,000,290.00	2.000	9/30/2019	12/30/2021	0.70
FHLMC Step 4/28/2021- 16	3134G8VZ9	Moodys- Aaa	4/28/2016	2,500,000.00	2,500,000.00	1.500	2,496,150.00	2.116		4/28/2021	1.75
	3134G8Z28		5/10/2016	1,000,000.00	999,500.00	1.500	999,090.00	2.044	7/28/2019	4/28/2021	0.70

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
FHLMC Step 4/28/2021- 16		Moodys- Aaa									
FNMA 1.5 6/16/2021-16	3136G3QX6	Moodys- Aaa	6/16/2016	1,000,000.00	995,000.00	1.500	989,430.00	1.604		6/16/2021	0.70
Sub Total / Average Agencies				18,830,000.00	18,821,897.50	1.628	18,793,626.10	1.886			13.20
CAMP											
CAMP LGIP	LGIP4000	None	5/31/2011	31,441,932.22	31,441,932.22	2.480	31,441,932.22	2.480	N/A	N/A	22.06
Sub Total / Average CAMP				31,441,932.22	31,441,932.22	2.480	31,441,932.22	2.480			22.06
Cash in Banks											
Union Bank Cash	LGIPUNIONBANK	None	12/31/2016	2,971,829.98	2,971,829.98	1.970	2,971,829.98	1.970	N/A	N/A	2.08
Sub Total / Average Cash in Banks				2,971,829.98	2,971,829.98	1.970	2,971,829.98	1.970			2.08
Certificates of Deposit											
Ally Bank 1.35 10/28/2019	02006LQ48	None	10/27/2016	248,000.00	248,000.00	1.350	247,086.12	1.350		10/28/2019	0.17
American Expr Centurion 2.45 4/5/2022	02587DN38	None	4/5/2017	247,000.00	247,000.00	2.450	247,335.18	2.450		4/5/2022	0.17
Belmont Savings Bank 2.15 3/22/2022	080515BV0	None	3/20/2017	248,000.00	248,000.00	2.150	247,367.60	2.150		3/22/2022	0.17
BMW Bank 2.15 3/10/2022	05580AGR9	None	3/10/2017	247,000.00	247,000.00	2.150	246,388.43	2.150		3/10/2022	0.17
Capital One Bank 1.5 10/26/2020	140420L99	None	10/26/2016	248,000.00	248,000.00	1.500	245,007.88	1.500		10/26/2020	0.17
Credit Agricole CIB NY 2.83 4/2/2021	22535CDU2	None	4/4/2019	575,000.00	575,000.00	2.830	577,975.62	2.830		4/2/2021	0.40
Discover Bank 2.25 12/29/2021	254672Y36	None	12/29/2016	247,000.00	247,000.00	2.250	247,103.00	2.250		12/29/2021	0.17
JP Morgan Chase Bank 1.1 7/15/2019	48125Y5L4	None	7/15/2016	249,000.00	249,000.00	1.100	248,867.53	1.100		7/15/2019	0.17
Lakeside Bank 1.75 5/29/2020	51210SMU8	None	5/30/2017	249,000.00	249,000.00	1.750	248,032.64	1.750		5/29/2020	0.17
Landmark Bank 2.1 3/29/2021-17	51506VCA9	None	3/29/2017	248,000.00	248,000.00	2.100	247,590.55	2.100	9/27/2019	3/29/2021	0.17
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	None	5/31/2017	249,000.00	249,000.00	1.850	247,362.82	1.850		5/28/2021	0.17
State Bank of India 2.25 1/26/2022	8562846A7	None	1/26/2017	247,000.00	247,000.00	2.250	247,076.32	2.250		1/26/2022	0.17

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Summit Community Bank 1.65 5/29/2020	86604XLT1	None	5/31/2017	249,000.00	249,000.00	1.650	247,806.04	1.650		5/29/2020	0.17
Synchrony Bank 2.3 2/24/2022	87165ELT2	None	2/28/2017	247,000.00	247,000.00	2.300	247,364.57	2.300		2/24/2022	0.17
Wells Fargo Bank 1.15 7/22/2019	9497486R3	None	7/20/2016	249,000.00	249,000.00	1.150	248,812.50	1.150		7/22/2019	0.17
Sub Total / Average Certificates of Deposit				4,047,000.00	4,047,000.00	1.994	4,041,176.80	1.994			2.84
Commercial Paper											
MUFG Bank LTD/NY 2.59 9/19/2019	62479MWK5	Moodys-P1	3/25/2019	1,500,000.00	1,480,790.83	2.590	1,492,066.65	5.276		9/19/2019	1.04
Sub Total / Average Commercial Paper				1,500,000.00	1,480,790.83	2.590	1,492,066.65	5.276			1.04
Corporate Issues											
Amazon.com Inc. 2.4 2/22/2023	023135AW6	Fitch-A+	4/15/2019	675,000.00	668,499.75	2.400	681,547.50	2.664		2/22/2023	0.47
American Express Credit 2.7 3/3/2022	0258M0EG0	Moodys-A2	5/15/2017	1,000,000.00	1,013,279.67	2.700	1,010,680.00	2.406		3/3/2022	0.71
Bank of America Corp 4.1 7/24/2023	06053FAA7	Fitch-A	3/22/2019	500,000.00	520,405.00	4.100	533,580.00	3.087		7/24/2023	0.37
BB&T Corporation 3.05 6/20/2022	05531FBG7	Fitch-A+	3/22/2019	525,000.00	525,714.00	3.050	536,271.75	3.006		6/20/2022	0.37
Chevron Corp 2.1 5/16/2021	166764BG4	Moodys- Aa2	5/10/2017	1,000,000.00	999,500.00	2.100	1,000,880.00	2.113		5/16/2021	0.70
Chevron Corp 2.193 11/15/2019	166764AN0	Moodys- Aa2	2/26/2016	1,160,000.00	1,167,806.57	2.193	1,159,721.60	2.004		11/15/2019	0.82
Exxon Mobil Corporation 2.726 3/1/2023	30231GAR3	Moodys- Aaa	6/14/2019	985,000.00	1,001,400.25	2.726	1,005,960.80	2.256		3/1/2023	0.70
GE Capital International 2.04 11/15/2020	36164QMS4	S&P-AA	3/10/2017	1,000,000.00	1,010,642.28	2.040	995,250.00	1.738		11/15/2020	0.71
HSBC 4.875 8/24/2020	4042Q1AE7	Moodys-A1	5/17/2016	2,000,000.00	2,191,145.28	4.875	2,055,280.00	2.500		8/24/2020	1.54
JPMorgan Chase & Co 2.7 5/18/2023	46625HRL6	Fitch-A+	3/22/2019	525,000.00	517,970.25	2.700	530,381.25	3.045		5/18/2023	0.36
Paccar Financial Corp 2.65 5/10/2022	69371RP83	None	5/10/2019	580,000.00	579,686.80	2.650	587,093.40	2.669		5/10/2022	0.41
State Street Corp 1.95 5/19/2021	857477AV5	Fitch-AA-	3/22/2019	530,000.00	520,566.00	1.950	528,616.70	2.805		5/19/2021	0.37
Sub Total / Average Corporate Issues				10,480,000.00	10,716,615.85	3.001	10,625,263.00	2.420			7.52

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
LAIF											
LAIF LGIP	LGIP1002	None	4/30/2011	50,488,022.95	50,488,022.95	2.428	50,488,022.95	2.428	N/A	N/A	35.42
Sub Total / Average LAIF				50,488,022.95	50,488,022.95	2.428	50,488,022.95	2.428		_	35.42
Municipal											
City of Riverside CA 2.125 6/1/2021	769036BA1	S&P-AA-	6/1/2017	500,000.00	500,000.00	2.125	499,515.00	2.125		6/1/2021	0.35
La Quinta Redev Agency 2.034 9/1/2019	50420BCH3	S&P-AA-	12/22/2016	1,330,000.00	1,336,650.00	2.034	1,329,773.90	1.843		9/1/2019	0.94
State of California 2.152 4/1/2022	13063DAD0	Moodys- Aa3	4/27/2017	1,000,000.00	1,010,000.00	2.152	1,011,560.00	1.938		4/1/2022	0.71
Victor Valley College General Obligation Bond 2.35	92603PER9	Moodys- Aa2	12/28/2016	500,000.00	490,150.00	2.350	498,380.00	2.811		8/1/2021	0.34
Sub Total / Average Municipal				3,330,000.00	3,336,800.00	2.130	3,339,228.90	2.056			2.34
Treasury											
T-Note 0.875 7/31/2019	912828TH3	Fitch-AAA	6/7/2019	490,000.00	488,985.55	0.875	489,441.40	2.261		7/31/2019	0.34
T-Note 1.25 7/31/2023	912828S92	Fitch-AAA	4/2/2019	1,790,000.00	1,712,806.25	1.250	1,755,596.20	2.302		7/31/2023	1.20
T-Note 1.375 6/30/2023	912828S35	Fitch-AAA	3/20/2019	2,000,000.00	1,914,609.38	1.375	1,972,260.00	2.431		6/30/2023	1.34
T-Note 1.375 9/30/2023	912828T26	Fitch-AAA	3/20/2019	2,000,000.00	1,909,531.25	1.375	1,970,000.00	2.436		9/30/2023	1.34
T-Note 1.5 3/31/2023	912828Q29	Fitch-AAA	3/20/2019	2,000,000.00	1,929,140.63	1.500	1,983,360.00	2.428		3/31/2023	1.35
T-Note 1.75 9/30/2022	912828L57	Fitch-AAA	3/20/2019	2,000,000.00	1,954,531.25	1.750	2,001,400.00	2.426		9/30/2022	1.37
T-Note 1.875 2/28/2022	912828W55	Fitch-AAA	4/2/2019	1,050,000.00	1,037,572.27	1.875	1,053,895.50	2.298		2/28/2022	0.73
T-Note 2 4/30/2024	912828X70	Fitch-AAA	6/7/2019	960,000.00	964,875.00	2.000	970,464.00	1.891		4/30/2024	0.68
T-Note 2.125 12/31/2022	912828N30	Fitch-AAA	3/20/2019	2,000,000.00	1,978,359.38	2.125	2,027,260.00	2.426		12/31/2022	1.39
T-Note 2.125 2/29/2024	912828W48	Fitch-AAA	3/20/2019	2,000,000.00	1,970,625.00	2.125	2,032,960.00	2.442		2/29/2024	1.38
T-Note 2.125 6/30/2022	912828XG0	Fitch-AAA	3/20/2019	1,420,000.00	1,406,909.38	2.125	1,436,756.00	2.418		6/30/2022	0.99
T-Note 2.25 12/31/2023	912828V23	Fitch-AAA	3/20/2019	2,000,000.00	1,982,968.75	2.250	2,043,120.00	2.439		12/31/2023	1.39
Sub Total / Average Treasury				19,710,000.00	19,250,914.09	1.759	19,736,513.10	2.381			13.50
Total / Average		-		142,798,785.15	142,555,803.42	2.259	142,929,659.70	2.360			100

All investment actions executed since the last report have been made in full compliance with the District's Investment Policy. The District will meet its expenditure obligations for the next six months. Market value sources are the LAIF, CAMP, and BNY Mellon monthly statements.

Reviewer:

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Approver:

Union Sanitary District

Transactions Summary

Board Report - Activity

Group By: Action

Portfolio / Report Group: All Portfolios

Begin Date: 05/31/2019, End Date: 06/30/2019

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
Buy								
Exxon Mobil Corporation 2.726 3/1/2023	30231GAR3	985,000.00	1,001,400.25	7,682.40	2.726	2.256	6/14/2019	1,009,082.65
FHLB 0 7/3/2019	313384HR3	1,000,000.00	999,447.50	0.00	0.000	2.211	6/24/2019	999,447.50
T-Note 0.875 7/31/2019	912828TH3	495,000.00	493,975.20	1,519.53	0.875	2.261	6/7/2019	495,494.73
T-Note 2 4/30/2024	912828X70	960,000.00	964,875.00	1,982.61	2.000	1.891	6/7/2019	966,857.61
Sub Total / Average Buy	<del>-</del>	3,440,000.00	3,459,697.95	11,184.54				3,470,882.49
Deposit								
CAMP LGIP	LGIP4000	64,025.51	64,025.51	0.00	N/A	0.000	6/28/2019	64,025.51
Union Bank Cash	LGIPUNIONBANK	2,971,829.98	2,971,829.98	0.00	N/A	0.000	6/30/2019	2,971,829.98
Sub Total / Average Deposit		3,035,855.49	3,035,855.49	0.00				3,035,855.49
Interest								
BB&T Corporation 3.05 6/20/2022	05531FBG7	0.00	0.00	4,092.08	3.050	0.000	6/20/2019	4,092.08
CAMP LGIP	LGIP4000	0.00	0.00	64,025.51	N/A	0.000	6/28/2019	64,025.51
City of Riverside CA 2.125 6/1/2021	769036BA1	0.00	0.00	5,312.50	2.125	0.000	6/3/2019	5,312.50
FFCB 1.35 6/24/2019	3133EEZ60	0.00	0.00	7,600.00	1.350	0.000	6/24/2019	7,600.00
FHLB 1.93 12/21/2020-17	3130AADQ8	0.00	0.00	9,650.00	1.930	0.000	6/21/2019	9,650.00
FHLB 2.4 12/22/2021-17	3130AAHC5	0.00	0.00	12,000.00	2.400	0.000	6/24/2019	12,000.00
FHLMC 1.4 6/14/2019-17	3134GBRH7	0.00	0.00	7,000.00	1.400	0.000	6/14/2019	7,000.00
FNMA 1.5 6/16/2021-16	3136G3QX6	0.00	0.00	7,500.00	1.500	0.000	6/17/2019	7,500.00
Wells Fargo Bank 1.15 7/22/2019	9497486R3	0.00	0.00	243.20	1.150	0.000	6/20/2019	243.20
Sub Total / Average Interest		0.00	0.00	117,423.29				117,423.29
Matured								
FFCB 1.35 6/24/2019	3133EEZ60	1,000,000.00	1,000,000.00	0.00	1.350	0.000	6/24/2019	1,000,000.00
FHLB 0 6/7/2019	313384GP8	450,000.00	450,000.00	0.00	0.000	0.000	6/7/2019	450,000.00
FHLB 0 6/7/2019	313384GP8	1,015,000.00	1,015,000.00	0.00	0.000	0.000	6/7/2019	1,015,000.00

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
FHLMC 1.4 6/14/2019-17	3134GBRH7	1,000,000.00	1,000,000.00	0.00	1.400	0.000	6/14/2019	1,000,000.00
Sub Total / Average Matured		3,465,000.00	3,465,000.00	0.00			-	3,465,000.00
Sell								
T-Note 0.875 7/31/2019	912828TH3	5,000.00	4,991.41	16.19	0.875	0.000	6/14/2019	5,007.60
Sub Total / Average Sell		5,000.00	4,991.41	16.19				5,007.60
Withdraw								
LAIF LGIP	LGIP1002	3,000,000.00	3,000,000.00	0.00	N/A	0.000	6/14/2019	3,000,000.00
Union Bank Cash	LGIPUNIONBANK	1,877,077.51	1,877,077.51	0.00	N/A	0.000	6/29/2019	1,877,077.51
Sub Total / Average Withdraw		4,877,077.51	4,877,077.51	0.00	-			4,877,077.51

## MONTHLY OPERATIONS REPORT FOR THE MONTH OF JUNE 2019 TECHNICAL SUPPORT WORK GROUP SUMMARY

## **Capital Improvement Program**

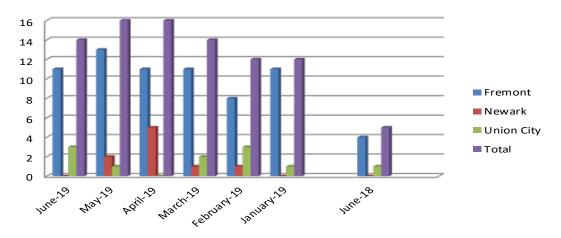
**Sludge Degritter System Project** – Performance testing of the Degritter unit is in progress.

**Primary Digester No. 3 Rehabilitation Project** – Project closeout and punch list work is in progress.

## **Customer Service**

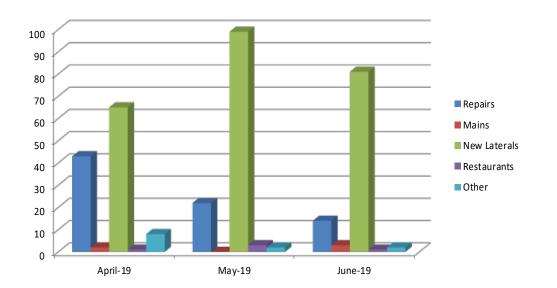
Trouble Calls dispatched from the Front Desk during business hours:

Month <u></u>	Fremont 🔼	Newark 🔼	Union City 💌	Total 💌
June-19	11	0	3	14
May-19	13	2	1	16
April-19	11	5	0	16
March-19	11	1	2	14
February-19	8	1	3	12
January-19	11	0	1	12
June-18	4	0	1	5
			6-Month Total	84



## **Sewer Permits Issued**

Month	Repairs <u></u>	Mains	New Laterals	Restaurants	Other <u></u>			
June-19	14	3	81	1	2			
May-19	22	0	99	3	2			
April-19	43	2	65	1	8			
New Laterals - New residential lateral connections								
Other - Non-residential construction (except restaurants)								



#### Communication

- Social Media posts:
  - Less-toxic gardening information
  - o EC Administrative Specialist recruitment
  - o Environmentally friendly car wash tip
  - Nutrients in SF Bay
  - o Nutrients information human contributions to Bay levels
- Attended State of the County luncheon June 14, 2019
- Content development Fall 2019 newsletter
- Continued activities regarding District Branding initiative
- Finalized Homeowner Lateral video
- Participated in Chamber of Commerce Board activities as Director and Past-President

### **Environmental Compliance**

### **Pollution Prevention/Stormwater Programs**

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

During the past month, the EC team conducted 80 Stormwater (Urban Runoff), and 51 FOG (restaurant) inspections. During this reporting period, Inspectors identified 17 Stormwater and 14 FOG enforcement actions. Ten (10) of the Stormwater enforcements resulted in administrative fines ranging from \$100 to \$500. Two (2) of the administrative fines were for illicit discharges and 8 were for repeated violations.

### **Urban Runoff Inspections and Enforcements**

June	No. of UR Inspections	vw	WL	NOV	AF	LA	Total Enforcements	No. of Illicit Discharge/s	2
2019	80	1	0	6	10	0	17	% Enforcement	21%

#### **FOG Inspections and Enforcements**

	No. of FOG						Total		
June	Inspections	vw	WL	NOV	AF	LA	Enforcements	% Enforcement	27%
2019	51	3	11	0	0	0	14		

**Enforcements:** 

VW –Verbal Warning AF – Administrative Fine

AO – Administrative Order

WL – Warning Letter LA – Legal Action

C&D – Cease & Desist Order

NOV – Notices of Violation NOD – Notice of Deficiency

SNC - Significant Non-Compliance

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

# of Dental Inspections	# of School Outreach Events	# of Plant Tours
6	None	None

## **Industrial Pretreatment**

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

## **Pending Permits**

New Industrial/Groundwater Permits	Groundwater/Temporary				
Silicon Valley RODI Services- Industrial/Pending	Platinum Pipeline @ 5588 Cushing Parkway				
N7K- Industrial/Pending					

#### **Permits Issued**

Company Name	Date Permit Issued				
Mountain Cascade @ Mission Falls Ct. Fremont	6/13/19 (Potable Water Permit)				
FMC Corp. @ Enterprise Drive, Newark	Effective 7/1/19 (Renewal)				

### **Industrial Permit Closures**

Company Name	Date of Closure				
None					

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

Report Name	Date Report Completed and Submitted				
None					

### **Enforcement Action**

IU Name & Nature of Business	Comments	City	Parameter Violated	Discharge concentration (mg/L)	USD/Fed Limit Violated(mg/L)	Enforce- ment (1)
Raxium, Inc. (LED Device R&D Fabrication)	None	Fremont	Ammonia (6-month average)	434.42 mg/L (6-month average)	225 mg/L (6-month average Local Limit)	NOV

(1) WL – Warning Letter NOV – Notices of Violation AO – Administrative Order C&D – Cease and Desist Order SNC – Significant Non-Compliance EM – Enforcement Meeting

## Other - Training, Special Meetings, Conferences, IAC (topics)

Activity	Date of Event	Attendees
BAPPG	6/05/19	Doug Dattawalker
USD/COF Quarterly Meeting	6/11/19	USD/COF Staff
MEDS Coalition Meeting	6/12/19	Doug Dattawalker
Industrial Advisory Council (IAC)  Meeting	6/18/19	Industrial representatives and EC Staff

## **Engineering/Construction**

## No. of projects under construction: 2

	Construction Projects	Capital	Scheduled	Completed	Completed	Comments for
		(\$1000)	Completion	Scope	Time	June 2019 Activities
1.	Sludge Degritter System	\$1,436	07/19	95%	100%	Performance testing of new
	Project – Kevin					Degritter unit in progress.
2.	Primary Digester No. 3	\$2,410	03/19	99%	100%	Closeout and punch list work in
	Rehabilitation – Derek					progress.

## **Design/Study**

No. of projects in design/study phase: 19

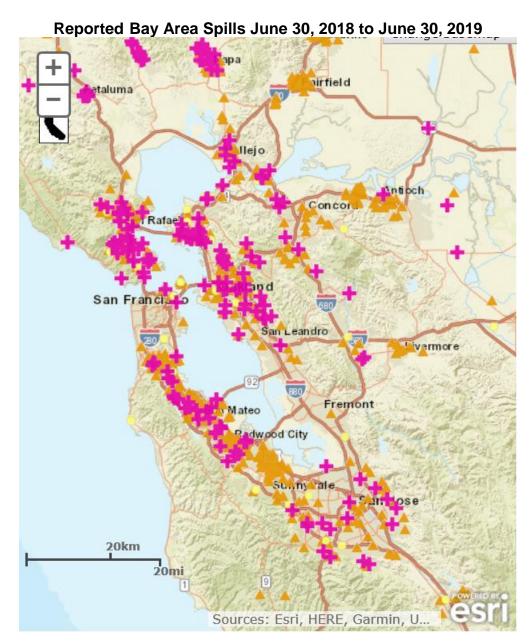
	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for June 2019 Activities
1.	Cathodic Protection System Project – Thomas	\$79	08/18	100%	100%	The sole bid was rejected on June 24, 2019.
2.	Newark Basin Masterplan – Andrew	\$318	08/19	90%	90%	Consultant worked on the capacity analysis and identifications of capacity deficiencies.
3.	Standby Power Generation System Upgrade Project – Raymond/Kevin	\$2,019	01/20	50%	60%	Updated cost estimate and cost reduction memo received.
4.	Force Main Condition Assessment – Andrew	\$121	10/20	60%	65%	Next round of inspection will be scheduled with the next phase of Force Main Corrosion Repairs project.
5.	Emergency Outfall Improvements Project – Andrew	\$365	04/19	95%	100%	Consultant worked on 100% design submittal. Lease agreement was approved by State Lands Commission on June 28 <sup>th</sup> . Easement discussions with Alameda County in progress.
6.	Primary Digester No. 7 Project  – Curtis	\$1,904	06/19	98%	100%	Project advertised on June 25 <sup>th</sup> . Bid opening scheduled for August 6 <sup>th</sup> .
7.	Plant Master Plan – Raymond/Curtis	\$510	04/19	92%	100%	Draft report expected to be submitted in July.
8.	Effluent Management Study – Curtis	\$155	03/18	100%	100%	Study completed. Results will be incorporated into the Plant Master Plan.
9.	Secondary Treatment Process Improvements – Curtis	\$565	04/19	98%	100%	Final report expected to be submitted in July. Results to be incorporated into the Plant Master Plan.
10.	Odor Control Alternatives Study – Kevin	\$465	07/19	95%	95%	Review of final odor study report, draft BAAQMD emissions update letter, and final Plant HRA report in progress.
11.	Headworks Screens Replacement Project – Thomas	\$215	03/19	100%	100%	Project advertised on June 25, 2019. Bid opening scheduled for July 25 <sup>th</sup> .

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for June 2019 Activities
12.	Alvarado Influent Pump Station Improvements Project – Thomas	\$479	05/19	99%	100%	Consultant worked on the bid set plans and specs.
13.	Force Main Corrosion Repairs Project Phase 3 – Andrew	\$60	02/19	75%	85%	Consultant worked on 100% design submittal.
14.	Control Box No. 1 Improvements Project – Kevin	\$229	06/19	95%	95%	Preparation of final predesign report in progress. Negotiation of design task order in progress.
15.	WAS Thickener Replacement Project – Curtis	\$284	05/19	40%	100%	Consultant and staff worked on the Thickening equipment selection process. Rotary drum thickener pilot expected to occur in July.
16.	Newark Equalization Storage Facilities Project – Somporn	\$347	06/19	75%	100%	Geotechnical boring completed. Consultant preparing Conceptual Design Report.
17.	Centrifuge Building Improvements Project – Somporn	\$184	06/19	100%	100%	Consultant completed current task order work. Staff will provide feedback on final project scope.
18.	Primary Digester No. 2 Rehabilitation Project – Derek	\$213	07/19	50%	78%	90% design submittal in progress.
19.	Irvington and Newark Odor Control Study - Kevin	\$99	12/19	15%	15%	Coordination of second round of odor sampling in progress.

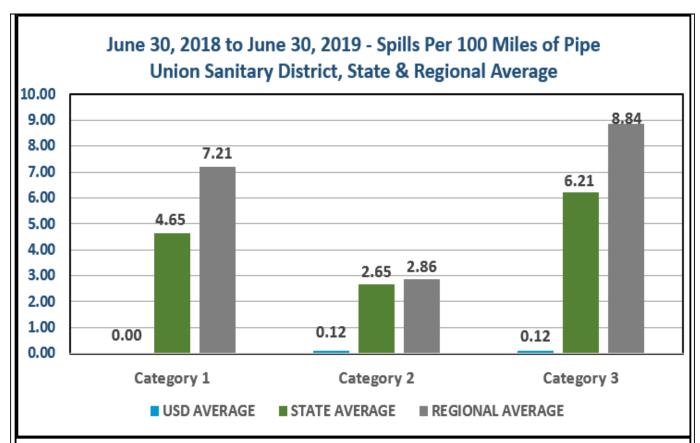
# COLLECTION SERVICES ACTIVITIES REPORT June 2019

## **Progress/Accomplishments**

- Zero Spills in June.
- Completed 15.9miles of sewer main cleaning in June.
- Completed 2.3 miles of sewer main inspection in June.
- Responded to 15 service request calls in June.
- Completed a total of 18 sewer main repairs in June.
- Trainings
  - SSO Assessment
  - Foamer Training
  - IIPP



## June 30, 2018 to June 30, 2019 Spills Per 100 Miles of Pipe Union Sanitary District, State & Regional Average



Spill Rate Statistics - June 30, 2018 to June 30, 2019 Spills per 100 Miles of Pipe

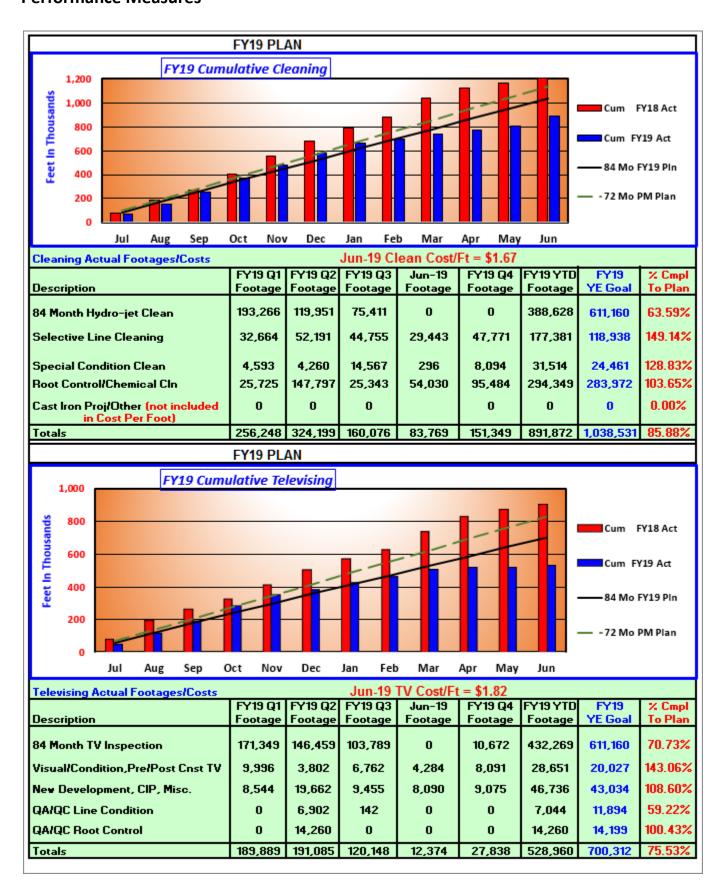
	Category 1	Category 2	Category 3
USD AVERAGE	0.00	0.12	0.12
STATE AVERAGE	4.65	2.65	6.21
<b>REGIONAL AVERAGE</b>	7.21	2.86	8.84

Category 1 - 1,000 gallons or more. Discharges to surface water, not fully captured

Category 2 - 1,000 gallons or more. Does not reach surface waters, not fully captured

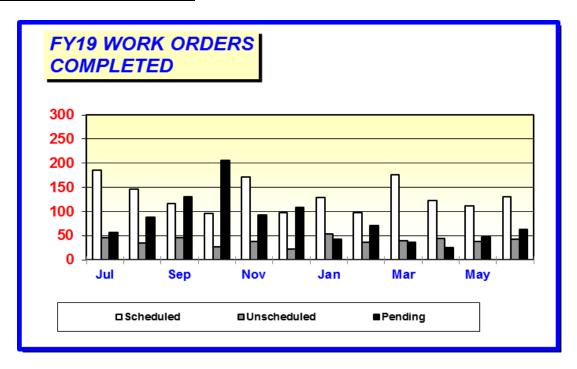
Category 3 - 1,000 gallons or less, does not reach surface waters, full captured

#### **Performance Measures**

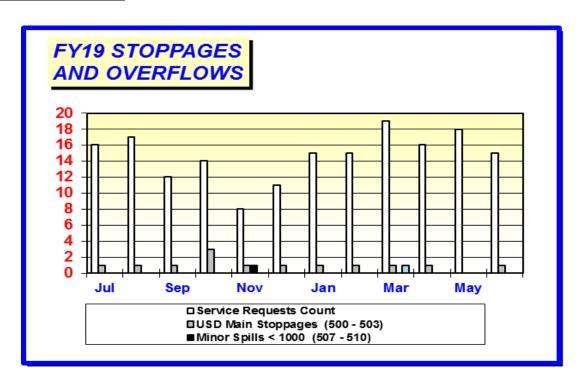


#### **Other Collection Services Status Data:**

#### **Support Team Work Order Status:**



#### **C/S Maintenance Status:**



# Fabrication, Maintenance and Construction Activities Report June 2019

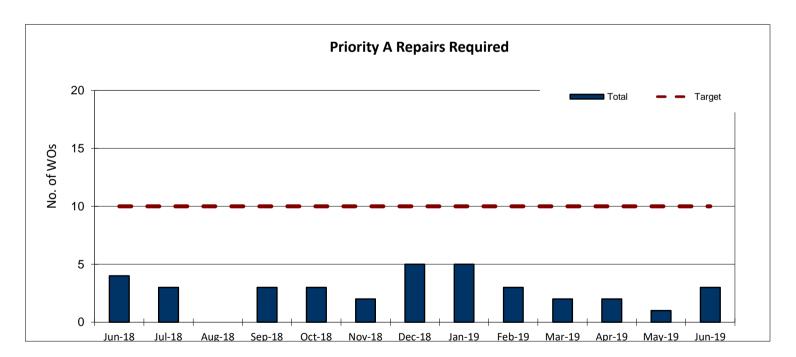
#### **Progress/Accomplishments**

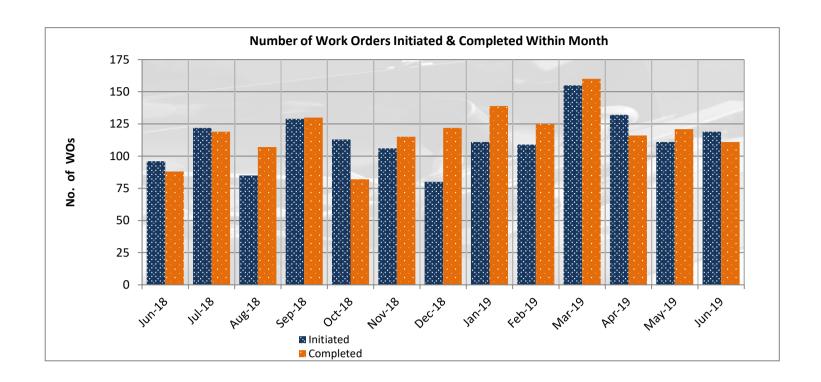
- Completed 95.95% of preventive maintenance activities for the month of June
- Completed 111 corrective maintenance work orders for the month of June
- GBT 2 dilution valve replacement
- Centrifuge #3 3K service
- Mixing Pump 1 impeller and adjustable liner installation
- Upgraded IPS Ferrous piping
- Prepared Digester 2 for cleaning by contractor

#### **Future Planning**

- Install new NPDES sampler
- Replace IPS eyewash piping
- Install new surge buster check valve for Reclaim Pumps 2 & 5
- Install new Hypo line and carrier piping in trench between
- Overhaul of TWAS Pump #2

#### **Performance Measurements**







## Treatment & Disposal Activities Report June 2019

#### **Progress/Accomplishments**

- Maintained 100% compliance with NPDES permits.
- Completed 96% preventive maintenance activities for the month of June.
- Finished taking Primary Digester No. 2 out of service for the upcoming cleaning and rehabilitation projects.
- Met with Hazen and Sawyer for the secondary treatment strategy discussion.
- Reviewed Hazen and Sawyer's Secondary Treatment Improvement Project Report.
- Prepared and submitted the Annual Old Alameda Creek NPDES report.
- LIMS implementation continues. Interface for the ICP and lab balances were tested. Staff began incorporating laboratory equipment modules and writing SOPs for LIMS.
- Researched PFAS/PFOA including regional waterboard staff report and 13267 request for airports and landfills. Made a recommendations on how to proceed internally.
- Staff completed IIPP training.
- Met with Hazen and Sawyer regarding inefficiency of RAS chlorination.
- Attended a webinar on changes to AB 617 which will require direct reporting of air emissions to CARB.
- Attended BACWA Permits and Lab committee meetings.

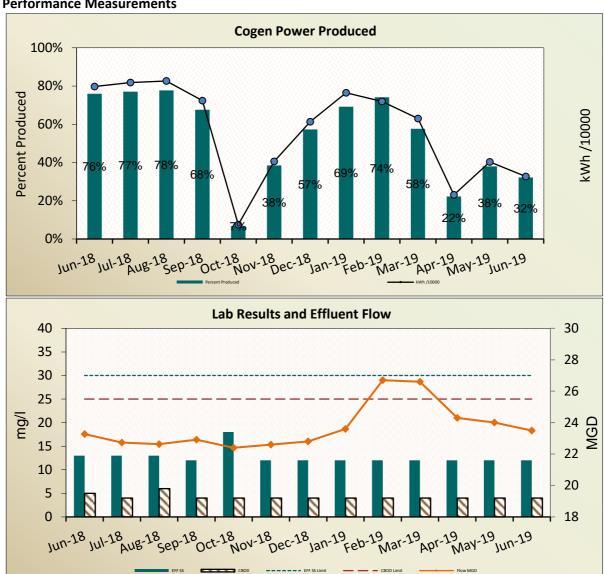
#### **Future Planning**

- Perform site visits at the City of Lodi's Wastewater Treatment Plant, the City of Galt's Wastewater Treatment Plant, and Central Contra Costa Sanitary District to look at alternative dewatered centrifuge cake conveyance system options.
- Perform a Treatment Plant Power Shutdown to test the Treatment Plant's ability to run off of a temporary generator in advance of the Standby Generator Project.
- Work with contractors to fully dewater Primary Digester No. 2 in preparation for it's rehabilitation project.
- Meet with EBRPD and the regional board staff about a bypass for Hayward Marsh emergency maintenance.
- Review Digester 7 and standby boiler draft permit conditions.
- Review Jacobs memorandum to BAAQMD regarding emission factor changes.
- Complete RDT study and associated laboratory work.
- Complete the LIMS implementation project.
- Complete economic evaluation of the aeration basin acid cleaning project.
- Evaluate a proposal for purchasing third party energy from Hayward.

#### Other

• Cogen system produced 32% of power consumed for the month of June.

#### **Performance Measurements**



USD's Final Effluent Monthly Monitoring Results				
Parameter	EBDA Limit	Apr-19	May-19	Jun-19
Copper, μg/l	78	4.7	4.2	4.1
Mercury, μg/l	0.066	0.0027	0.0022	0.0019
Cyanide, μg/l	42	E 1.0	E 1.3	< 0.9
Ammonia- N, mg/L (Range)	130	37.0 - 39.4	37.5 - 44.6	39.5 - 43.3
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	18 - 76	21 - 39	25 - 46
• 11-Sample 90th Percentile	1100	98 - 108	46 - 72	72 - 75
Enterococci				
Monthly Geometric Mean	240	33	11.9	16.8
E = Estimated value, concentration outside calibration range. For SIP, E = DNQ, estimated				

concentration.



#### Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy *Attorney* 

## JULY 22, 2019 BOARD OF DIRECTORS MEETING AGENDA ITEM # 8

TITLE: Public Hearing to Consider Adopting Ordinance No. 34.08, An Ordinance

Providing for the General Regulation of Private and Public Sewers, Plan Review, Issuance of Construction Permits, Inspection of Sewer Installation, and the Collection of Fees for These Services, and to Repeal Ordinance No.

34.07 (This is a Motion Item).

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

Sami E. Ghossain, Technical Services Work Group Manager

Rollie Arbolante, Customer Service Team Coach

#### Recommendation

Conduct a public hearing on the proposal to adopt Ordinance No. 34.08; and consider adopting Ordinance No. 34.08.

#### **Previous Board Action**

June 22, 2015 Board Meeting – Ordinance 34.07 was adopted (Resolution No. 2761).

June 3, 2019 Board Meeting – Public Hearing to Adopt Ordinance No. 34.08 was scheduled for July 22, 2019

#### **Background**

District Ordinance No. 34.07, provides for plan review, issuance of construction permits, inspection of sewer installation, and the collection of fees for these services. It also governs the handling of deposits and includes the fees for Collection System services. Whenever an Ordinance is revised, it is required that a public hearing is held to provide a forum for the public to comment on the proposed changes. At the June 3, 2019 Board meeting, the Board

Agenda Item No. 8 Meeting of July 22, 2019 Page 2

scheduled the public hearing for this Ordinance for July 22, 2019. Subsequently, a Notice of Public Hearing was published in the Tri-City Voice on June 11, 2019 and June 25, 2019. See attached Proof of Publication. A copy of the proposed Ordinance 34.08 with the proposed changes has been available for review at the District offices. Staff has not received any written communications regarding the proposed ordinance.

The proposed revisions to the ordinance mainly consist of revisions to the schedule of construction costs that are used for calculating plan review and inspection fees, updates to the material and services fees used to calculate fees for work performed by the District, clarifications to District ownership of sewer lines, clarifications to the use of deposits, and an appeals provision. The material and services fees have not been updated for over 3 years, since the adoption of Ordinance No. 34.07 on June 22, 2015. Due to economic inflation, some of these fees no longer cover the minimum effort associated with performing these services. Backup calculations for these updated fees can be viewed at the District offices. Regarding the clarification of District ownership of sewer lines, provisions regarding private main sewers and their maintenance have been added, including a revised Access and Clearance Requirements Detail 31 that has been drafted to replace the current detail in the District's 2017 Standard Specifications and Details. A summary of the proposed revisions to Ordinance 34.07 is attached.

The District is proposing to publish the full ordinance in the Tri-City Voice and the Argus on July 30, 2019 and August 2, 2019, respectively. The ordinance will then go into effect on August 12, 2019.

PRE/SEG/RA;mb

Attachments: Proof of Publication in the Tri-City Voice

Summary of the Proposed Revisions to Ordinance 34.07 Existing Street/Access Road Requirements Detail 31 Proposed Access and Clearance Requirements Detail 31

Proposed Ordinance 34.08

#### WHATS HAPPENINGS TRI CITY VOICE

39737 PASEO PADRE PKWY, FREMONT, CA 94538 Telephone (510) 494-1999 / Fax (510) 796-2462

Rollie Arbolante UNION SANITARY DISTRICT/CIP 5072 BENSON ROAD UNION CITY, CA - 94587

#### PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California County of ALAMEDA

) ) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:

Notice of Public Hearing - Ord. 34.08

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the WHATS HAPPENINGS TRI CITY VOICE, a newspaper of general circulation in the city of Fremont, county of Alameda as defined by the laws of the State of California by the Superior Court of the County of Alameda, State of California under date 05/08/2015, case no. HG14716669. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/11/2019. 06/25/2019

Executed on: 06/25/2019 At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

CNS#: 3261970

UNION SANITARY DISTRICT NOTICE OF PUBLIC HEARING FOR IMMEDIATE RELEASE: UNION SANITARY DISTRICT 5072 BENSON ROAD UNION CITY, CA 94587 CONTACT: Regina McEvoy (510) 477-7500 NOTICE IS HEREBY GIVEN that pursuant to Section 5471 of the Health and Safety Code of the State of California, the Board of Directors of Union Sanitary District will consider adopting Ordinance No. 34.08, an Ordinance Providing for the General Regulation of Private and Public Sewers regarding Plan Review, Issuance of Construction Permits, Inspection of Sewer Installation, and the Collection of Fees for these Services, and to Repeal Ordinance No. 34.07. The new ordinance includes revisions to the schedule of construction costs that are used for calculating plan review and inspection fees, updates to the material and services fees used to calculate fees for work performed by the District, clarifications to District ownership of sewer lines, and clarifications to the use of deposits. Copies of draft Ordinance 34.08 are available for review at the office of the Union Sanitary District, 5072 Benson Road, Union City, California. NOTICE IS FURTHER GIVEN that on Monday, the 22nd day of July 2019, at the hour of 7:00 p.m., at the Union Sanitary District Boardroom, 5072 Benson Road, Union City, California, in said District, said Board will hear and consider all protests and objections to said Ordinance 34.08. By order of the Board of Directors of Union Sanitary District. UNION SANITARY DISTRICT Jennifer Toy Secretary **Board of Directors** 6/11, 6/25/19

CNS-3261970#

Email

#### **Summary of the Proposed Revisions to Ordinance 34.07**

The proposed changes to Ordinance 34.07 are as follows. Additions are shown underlined and deletions are shown with strikethrough.

1)

#### RESOLUTION NO. \_\_\_\_\_

### UNION SANITARY DISTRICT ORDINANCE NUMBER 34.078

AN ORDINANCE PROVIDING FOR THE GENERAL REGULATION OF PRIVATE AND PUBLIC SEWERS, PLAN REVIEW, ISSUANCE OF CONSTRUCTION PERMITS, INSPECTION OF SEWER INSTALLATION, AND THE COLLECTION OF FEES FOR THESE SERVICES

**WHEREAS**, the Board of Directors of the Union Sanitary District adopted Ordinance No. 34.07 on June 22, 2015;

WHEREAS, the Board of Directors desires to adopt an amended version of Ordinance 34.07, which, among other things: (1) adds provisions regarding private main sewers and their maintenance; (2) updates fees; and (3) adds an appeals provision; and

WHEREAS, the Board of Directors hereby finds that the fees set forth in Article IX, Schedule of Fees, of this Ordinance, do not exceed the reasonable cost of providing the service, product, benefit, privilege or activity for which the fee is charged.

**NOW, THEREFORE**, The Board of Directors of the Union Sanitary District does hereby ordain as follows:

#### 2) ARTICLE I, SECTION 2 SPECIFIC DEFINITIONS

Unless the context indicates otherwise, the following words and terms shall have the meaning set forth in this article:

#### a) BACKFLOW PREVENTION DEVICE

A device installed in the building sewer for the purpose of preventing or minimizing the possibility of raw sewage backing up into the building.

#### b) BUILDING DRAIN

That part of the lowest piping of a drainage system which conveys wastewater from inside the walls of a building to a connection point with the building sewer.

#### c) BUILDING SEWER

A sewer conveying wastewater from a point 30 inches or less from the building or structure to a main sewer. The building sewer includes that portion on the property and that portion from the property line or easement line to the sewer main (Lateral Sewer). Building Sewers also include Private Sewers and House Sewers as defined.

#### d) DEVELOPER

A person or party submitting a request for connection to the District.

#### e) DISTRICT

Union Sanitary District, Alameda County, California.

#### f) DISTRICT ENGINEER or ENGINEER

The General Manager of the District, or his designees, including, but not limited to, duly authorized personnel.

#### g) HOUSE SEWER

That part of a piping system which conveys wastewater from a point 30 inches or less outside of a single family dwelling or residential unit to a main sewer. The house sewer includes that portion on the property and that portion from the property line or easement line to the sewer main (Lateral Sewer).

#### h) LATERAL SEWER

That portion of the building sewer from the sewer main to the property line of the parcel of which the sewer serves (sometimes referred to as the lower lateral).

#### i) MAIN SEWER

Any existing or proposed sewer dedicated to public use within the public right-of-way or sanitary sewer easement.

#### j) PERMIT

A document issued by the DISTRICT that allows the construction, replacement, modification, or repair of main, building, private, and house sewers.

#### k) PERMIT HOLDER

That person or company performing the sanitary sewer work to which a permit is issued.

#### I) PRIVATE SEWER

That part of a piping system serving a non-residential building which conveys wastewater from a point 30 inches or less outside of a building to a main sewer. Excluded from this definition is a house sewer as defined in "e)" above.

#### m) PRIVATE MAIN SEWER

Any existing or proposed sewer within a private street and owned by maintained by a private party.

#### m)n) PUBLIC NUISANCE

Discharge of wastewater in any manner in violation of the regulations of the District's latest Wastewater Discharge Ordinance (Series 36) or of any order issued by the District Engineer as authorized by those regulations, is considered a public nuisance.

#### n)o) SEPTIC TANK

A water-tight receptacle which receives the discharge of a sanitary drainage system, or part thereof, designed and constructed so as to retain solids, digest organic matter through a period of detention, and allow the liquids to discharge into the soil outside of the tank through an effluent disposal system, meeting the requirements of the local Health Department having jurisdiction over such installation.

#### 3) ARTICLE II, SECTION 1 STANDARD SPECIFICATIONS

Main sewers, building sewers, and appurtenances shall be constructed, repaired, or altered in accordance with the latest revision of the District's Standard Specifications as adopted by the District's Board or the latest revision of the Uniform Plumbing Code. In all cases the District's Standard Specifications shall take precedence.

#### 4) ARTICLE II, SECTION 4 OWNERSHIP AND MAINTENANCE OF MAIN

#### **SEWERS**

The District shall accept and maintain main sewers in the public right-of-way pursuant to this Section 4. If a main sewer is constructed in a private street or driveway, depending on site conditions, overall relationship to the District's system and conformance with District standards and specifications, the District may accept a sanitary sewer easement for the property in which the main sewer is constructed or may require the property owner or project developer or homeowner's association to own and maintain the sewer as a private main sewer. Whenever a main sewer in a public right-of-way or sanitary sewer easement has been constructed to the satisfaction of the District and accepted by the District, the District shall maintain the said main sewer. Private main sewers not accepted by the District shall be maintained by the fee owner of the property in which the main sewer has been constructed or the project developer or homeowner's association, as may be approved by the District, in accordance with the terms of a maintenance agreement in a form approved by the District.

#### 5) ARTICLE II, SECTION 7 CONNECTION OF BUILDING DRAINS

Every building in which plumbing fixtures are installed shall be separately and independently connected to a main sewer, private main sewer, or septic tank. Where there is more than one building on a lot and where the lot cannot be subdivided under the provisions of any local regulations, a separate sewer will not be required. Connection of each building on a lot to the separate sewer requires a District permit, inspection by USD the District and is subject to a separate capacity fee (Ordinance 35 Series) and separate sewer service charges (Ordinance 31 Series). Any building sewers that have not been permitted, inspected; or where capacity and/or current sewer service charges have not been paid, will be subject to disconnection by USD the District forces under the authority of Health and Safety Code Sections 6520.1 and 6520.2. Upon written notice from USD the District, the owner or occupant of any building having a building sewer that is not permitted in accordance with this ordinance shall terminate the connection of such building sewer to the main sewer within ten (10) days from the mailing of such notice. USD District forces are hereby authorized to enter any such property, cap or terminate any building sewer line and to charge the owner and/or occupant of all such buildings which are required to be disconnected from the sewer system, the reasonable cost of such effort. Entry on private property and termination of service is authorized by Health & Safety Code Section 6523.2.

#### 6) ARTICLE III, SECTION 1 PROHIBITIVE DISCHARGES

District Ordinance No. 36 Section 2.01 identifies those discharges to the sanitary sewer system that are prohibited. No person shall discharge or cause to be discharged, any of the following into a building sewer, <u>private main sewer</u>, or main sewer:

- Any flammable or explosive substance, including gasoline, paint, oils or other flammable or explosive substance
- Any toxic or hazardous substance that may cause a threat to the life or health of

the public or sewer maintenance person, or to the environment.

- Any substance that would cause an obstruction of flow in the sanitary sewer
- Any radio-active substance
- Any pesticide or herbicide
- Any medical wastes, including prescription or non-prescription pharmaceuticals or medicines

Any discharge or threat of a prohibitive discharge may be cause for the District to terminate service to prevent the harmful discharge to the District's sewer system.

In addition, storm water, groundwater, rain water (including from rain gutters), street drainage, subsurface drainage or yard drainage shall not be discharged through direct or indirect connections to the sewer unless a permit is issued for such connection by the District.

See additional prohibitions under District Ordinance No. 36.

#### 7) ARTICLE IV, SECTION 1 PLAN SUBMITTALS

All plans to be submitted for review must be prepared by a California Registered Civil Engineer and shall be of in such form as required by the District Engineer.

#### 8) ARTICLE IV, SECTION 2 PLAN REVIEW PERIOD

If, <u>during or after preliminary a plan</u> review, no action has taken place within a period of six months, the review of the plans shall become void. If a plan is approved and a permit is not issued within one year of the plan approval date, the approval shall become void. Voided plans must be resubmitted along with a plan review fee <u>based on fees</u> in <u>the amount in</u> effect at the time of resubmittal before plans will be re-reviewed. Plans that are voided and resubmitted which are substantially the same as those originally approved shall be charged for one additional review *or 30% of the total plan* check fee.

#### 9) ARTICLE V, SECTION 1 PERMITS REQUIRED

A person or company engaging in any of the following activities shall obtain a permit from the District for:

- a) Construction of a main sewer.
- b) Construction, replacement, alteration or repair of a building sewer.
- c) Connection of a building drain to a building sewer.
- d) Connection of a wash pad, RV dump station or other appurtenances to the building sewer.

#### 10) ARTICLE VI, SECTION 3 REQUEST FOR INSPECTIONS

The permit holder shall advise the District that work is ready for request a District inspection by giving at least-24 48 hours' notice during normal working hours in advance of the time inspection is requested. Inspections outside of normal working hours shall require that the permit holder file and obtain approval on applicable forms and pay for any inspections at the overtime rate. If, in the opinion of the Engineer, work will be done by a Contractor outside of normal working hours, the Engineer has the right to inspect the work and charge the permit holder at the overtime rate. Any permit holder requesting inspection on a normal day off shall be charged for a minimum inspection time of four hours. Whenever work under a permit has been accepted by the District, the permit holder will be notified within 15 days of the date of acceptance.

#### 12) ARTICLE VIII, SECTION 1 INSURANCE REQUIRED

A contractor who applies for a permit shall maintain, on file with USD, an insurance certificate evidencing the following insurances:

- a) Worker's Compensation
- b) Commercial General Liability (\$1,000,000/incident minimum and \$2,000,000 aggregate)

USD shall be named as an Additional Insured for Public Liability under the required policies (Additional Endorsement needed).

### 13) ARTICLE VIII, SECTION 2 PURPOSE OF CASH DEPOSIT FOR SEWER CONSTRUCTION PERMITS

The District finds that the work of constructing, installing and repairing of sewers vitally affects the operation of the District's sewer system and has an adverse and deleterious effect upon it unless the work is inspected by the District and installed per District standards. The reason for requiring a cash deposit from an applicant as provided in this section is to ensure that the District's construction standards are met in case of poor or improper workmanship. D As provided in this Article, deposits may be used to complete unfinished work or, to pay for work that is performed by the District to ensure District's standards are met., or be unused.

#### 14) ARTICLE VIII, SECTION 3 DEPOSIT FOR MAIN SEWER CONSTRUCTION

A cash deposit or surety bond in an amount established by Article IX Schedule of Fees, shall be submitted to the District for main sewers prior to the issuance of a permit for the construction, installation, or alteration of a main sewer. Any The remaining amount of any cash deposit will be refunded after one year from the date of acceptance. However, no additional cash deposit is required An exception to this requirement is where the municipality within which the work is to be performed requires the filing of a faithful performance bond guaranteeing correction of defects due to faulty, improper, or inferior workmanship or materials arising or discovered within one year after acceptance of the

work. In this case, no additional cash deposit or surety bond is required.

### 15) ARTICLE VIII, SECTION 4 DEPOSIT FOR PRIVATE SEWER AND PRIVATE MAIN SEWER CONSTRUCTION

An applicant for a permit, and a developer for the construction, installation or alteration of a private sewer or private main sewer shall deposit with the District, the amount established in Article IX Schedule of Fees. This Any remaining amount of the deposit shall be refunded within 60 days after acceptance of the project by the District.

### 16) ARTICLE VIII, SECTION 5 DEPOSIT FOR BUILDING SEWER REPAIR, ALTERATION, OR INSTALLATION

An applicant for a permit to repair, alter, or install a building sewer(s) shall deposit with the District, the amount established in Article IX Schedule of Fees. This Any remaining amount of the deposit shall be refunded within 60 days after acceptance of the sewer by the District, or if the Deposit is for a tract of houses, within 60 days after the last house is accepted.

### 17) ARTICLE VIII, SECTION 6 FAILURE OF PERMIT HOLDER TO CORRECT WORK

A permit holder shall have ten days to correct any work, or respond in writing, after the District gives notice to correct deficient work. If the District Engineer, upon review of the written response, finds that there is insufficient reason for the permit holder not to correct the deficient work, the permit holder shall have five days to correct the said work. Failure to correct the deficient work in accordance with the schedule above will result in forfeiture of the deposit to the District. The District may then take corrective action as it determines necessary to complete the work and deduct any amounts expended from the deposit.

### 18) ARTICLE VIII, SECTION 7 FAILURE TO CORRECT THE WORK AND THE WORK CONSTITUTES A DANGER

If a permit holder fails to correct any work within five days after notification in writing, and in the opinion of the District Engineer the work constitutes a danger to the public or District facilities, or that the District forces cannot correct the work, the work shall be disconnected by District forces. The cost of this disconnection shall be deducted from the any deposits.

### 19) ARTICLE VIII, SECTION 8 INCREASE IN DEPOSIT OR SUSPENSION FROM WORK IN THE DISTRICT

If a permit holder fails to correct the work on two permits within a one-year period, the required deposit for future permits may be doubled. Further failures to correct the work may result in additional increases or disallowance of the permit holder to obtain another permit within the District's boundaries.

#### 20) ARTICLE IX, SECTION 1 DOCUMENT REVIEW FEE

a) Easements, Deeds and Quitclaims \$500.00b) Encroachment permits \$50.00

c) Special Agreements/Studies Development/Review Cost (including

consulting and legal fees; \$500

minimum)

#### 21) ARTICLE IX, SECTION 5 SCHEDULE OF CONSTRUCTION COSTS (used for

calculating plan review and inspection fees, and, permit holder and developer deposits).

Item	Unit	Cost
Manhole (Type II)	Each	\$5,600.00
Manhole (public or private)	Each	\$3,500.00
Drop Manhole (connection)	Each	\$1,000.00
Risers	Each	\$800.00
Nottingham Box	Each	\$4,300.00
Grease Interceptor/Clarifier 1500 Gallons	<u>Each</u>	\$4,300.00
Grease Interceptor/Clarifier 2000 Gallons	<u>Each</u>	\$4,900.00
Grease Interceptor/Clarifier 3000 Gallons	<u>Each</u>	\$5,300.00
Grease Interceptor/Clarifier 5000 Gallons	<u>Each</u>	\$6,900.00
Grease Sand Trap Sand-Oil Water Separator	Each	\$2,150.00
Trash Enclosure Interceptor	<u>Each</u>	\$2,150.00
Cleanout to Grade	Each	\$375.00

12 inch Sewer	Linear Feet	\$120.00
10 inch Sewer	Linear Feet	\$100.00
8 inch Sewer	Linear Feet	\$80.00
6 inch Sewer	Linear Feet	\$60.00
4 inch Sewer	Linear Feet	\$40.00
Sewer in Easement (additional charge)	Linear Feet	\$10.00
Sewer in Steel Casing	Linear Feet	\$1,560.00
30 inch Steel Casing	<u>Linear Feet</u>	<u>\$700.00</u>
Commercial/Multi-Family Pump Station	<u>Each</u>	<u>\$16,000.00</u>
Residential Pump Station	<u>Each</u>	\$8,000.00
Abandon Sewer	Linear Feet	\$11.00
Abandon Septic Tanks	Each	<del>\$1,300.00</del>
Abandon Manhole	Each	\$900.00

NOTE: The cost of items not listed will be estimated by the District Engineer.

## 22) ARTICLE IX, SECTION 6 MATERIAL AND SERVICES FEES (used for calculating fees associated with work performed by District Forces.)

	Description of Work	Unit	Fee	<u>Fee</u>
a)	Install stub and channel manhole (Work inside manhole only)			
	6", 8", 10" New pipe stub into an existing     sewer or larger manhole base	Each	<del>\$2,300</del>	<u>\$3,300</u>

12" or larger New pipe stub into an existing 12" sewer or larger manhole base	Each	<del>\$2,875</del>	\$4,235
3. New pipe stub into an existing 18" sewer or larger manhole base	Each		\$14,500
Channel new manhole			
1. 6" to 10" main	Each	<del>\$1,820</del>	\$3,160
2. 12" to 18" main	Each	<del>\$2,625</del>	\$3,500
3. 21" or larger main	Each	\$2,940	<u>\$7,225</u>
False Bottom			
Install and remove	Each	\$390	<u>\$495</u>
Adjust manhole to grade			
Structural adjustment with reference points, false bottoms, and asphalt concrete	Each	\$840	\$1,760
In addition to 1a. above, for additional work including: excavation; removal; and replacement and/or installation of cone and/or barrel section	Each	\$4,500	\$7,600
Asphalt concrete overlay using riser rings up to 3" in height, including reference points	Each		\$575
3. Asphalt concrete including adjustment of existing casting	Each	<del>\$785</del>	
Pipe repairs less than 10 feet in length (cut & repair only)			
1. 4" and 6" lateral	Each	<del>\$595</del>	<u>\$625</u>
2. 6" and 8" main	Each	<del>\$735</del>	<u>\$730</u>
3. 10" and 12" main	Each		\$975
Wye or tee splices (cut and install only)			
	existing 12" sewer or larger manhole base  3. New pipe stub into an existing 18" sewer or larger manhole base  Channel new manhole  1. 6" to 10" main  2. 12" to 18" main  3. 21" or larger main  False Bottom  1. Install and remove  Adjust manhole to grade  1a. Structural adjustment with reference points, false bottoms, and asphalt concrete  1b. In addition to 1a. above, for additional work including: excavation; removal; and replacement and/or installation of cone and/or barrel section  2. Asphalt concrete overlay using riser rings up to 3" in height, including reference points  3. Asphalt concrete including adjustment of existing casting  Pipe repairs less than 10 feet in length (cut & repair only)  1. 4" and 6" lateral  2. 6" and 8" main  3. 10" and 12" main	existing 12" sewer or larger manhole base  3. New pipe stub into an existing 18" sewer or larger manhole base  Channel new manhole  1. 6" to 10" main  Each  2. 12" to 18" main  Each  3. 21" or larger main  Each  Halse Bottom  1. Install and remove  Each  Adjust manhole to grade  1a. Structural adjustment with reference points, false bottoms, and asphalt concrete  1b. In addition to 1a. above, for additional work including: excavation; removal; and replacement and/or installation of cone and/or barrel section  2. Asphalt concrete overlay using riser rings up to 3" in height, including reference points  3. Asphalt concrete including adjustment of existing casting  Pipe repairs less than 10 feet in length (cut & repair only)  1. 4" and 6" lateral  Each  Each	existing 12" sewer or larger manhole base  3. New pipe stub into an existing 18" sewer or larger manhole base  Channel new manhole  1. 6" to 10" main  Each  2. 12" to 18" main  Each  \$2,625  3. 21" or larger main  Each  \$2,940  False Bottom  1. Install and remove  Adjust manhole to grade  1a. Structural adjustment with reference points, false bottoms, and asphalt concrete  1b. In addition to 1a. above, for additional work including: excavation; removal; and replacement and/or installation of cone and/or barrel section  2. Asphalt concrete overlay using riser rings up to 3" in height, including reference points  3. Asphalt concrete including adjustment of existing casting  Pipe repairs less than 10 feet in length (cut & repair only)  1. 4" and 6" lateral  Each  \$735  3. 10" and 12" main  Each  Each  \$735

	1. 6" to 12"	Each	<del>\$1,100</del>	<u>\$1535</u>
g)	*Television inspection			
	1. Laterals	Each	<del>\$315</del>	<u>\$525</u>
	2. Mains, in excess of 1000 ft in length (if < 1000 ft, then cost is on a time -and-materials basis)			
	\$0.80 <del>\$0.42</del> Cleaning +\$1.24 <del>\$1.10</del> TV	Per Ft.	<del>\$1.52</del>	\$2.04
	TV only	Per Ft.	<del>\$1.10</del>	\$1.24
	*If laterals need additional work prior to TV, such as, snaking, repairs, or installing a cleanout, additional costs will be charged on a time-and-material basis			
h)	Cleanouts			
	1. Install	Each		\$915
	Raise cleanout to grade and install cleanout box	Each		\$395
i)	Miscellaneous			
	Install and remove temporary plug	Each	<del>\$495</del>	<u>\$645</u>
	2. Catch debris	Each	<del>\$475</del>	<u>\$630</u>
	3. Dye tracing	Each		<u>\$265</u>
	4. Ferret tracing	Each		<u>\$265</u>
j)	Overtime inspection			
	Hourly Rate (four hour minimum for weekends and holidays)	Per Hour	<del>\$210</del>	<u>\$355</u>
k)	Unforeseen conditions may increase the time and charges to complete work.			
I)	Additional work will be charged based on a time-and-material basis.			

m)	Contractors will be required to sign a work order agreeing to pay for work in advance of USD performing the work.	
n)	USD work guaranteed for 12 months.	

#### 23) ARTICLE IX, SECTION 7 PERMIT HOLDER DEPOSITS

a)	Main Sewers	50% of Construction Costs
b)	Private Sewers	1. \$2,500.00 per permit, <b>or</b> 2. \$5,000.00 by cash, check or Credit Card payable to Union Sanitary District
c)	House Sewers (Repair, alteration, or installation)	<ol> <li>\$500.00 per permit, or \$2,500.00 per tract, or</li> <li>\$5,000.00 cash, check or Credit Card payable to Union Sanitary District for multiple permits in lieu of the per permit permitholder deposit.</li> </ol>

#### 24) ARTICLE X, SECTION 1 APPEALS AND ADJUSTMENTS

Any user, permit applicant, or permit holder affected by any decision, action, or determination made by the District Engineer or another employee of the District in interpreting or implementing the provisions of this ordinance or in any permit issued herein, may file with the District Engineer a written appeal or request for reconsideration, as applicable, within ten days of such decision, action, or determination, setting forth in detail the facts supporting the user's appeal or request for reconsideration.

If the ruling made by the District Engineer is unsatisfactory to the person appealing or requesting reconsideration, he or she may file a written appeal to the District's governing body within ten days after notification of District action. The written appeal shall be heard by the governing body within 30 days from the date of filing or as soon thereafter as reasonably possible. The District's governing body shall make a final ruling on the appeal within 30 days of the meeting. The District Engineer's decision, action, or determination shall remain in effect during such period of appeal. The determination of an appeal by the governing body of the District shall constitute a final determination of the District and may be subject to judicial review.

#### 25) ARTICLE X

**REPEAL** 

Ordinance 34.0<del>7\_6</del> is hereby repealed.

#### 26) ARTICLE XI

#### **EFFECTIVE DATE**

This Ordinance shall take effect and be in force August 3, 2015 August 12, 2019 and at least one week prior to said date it shall be published once in THE TRI-CITY VOICE and THE ARGUS, anewspapers of general circulation published in the UNION SANITARY DISTRICT. This ordinance shall be entered in the minutes of the District.

#### 27) ARTICLE XIII

#### **SEVERABILITY**

If any provision of this Ordinance or any subdivision thereof, or any application thereof, to any person or circumstance is held invalid, the remainder of this Ordinance or the subdivision, or the application of such provision to other persons or circumstances shall not be affected thereby.

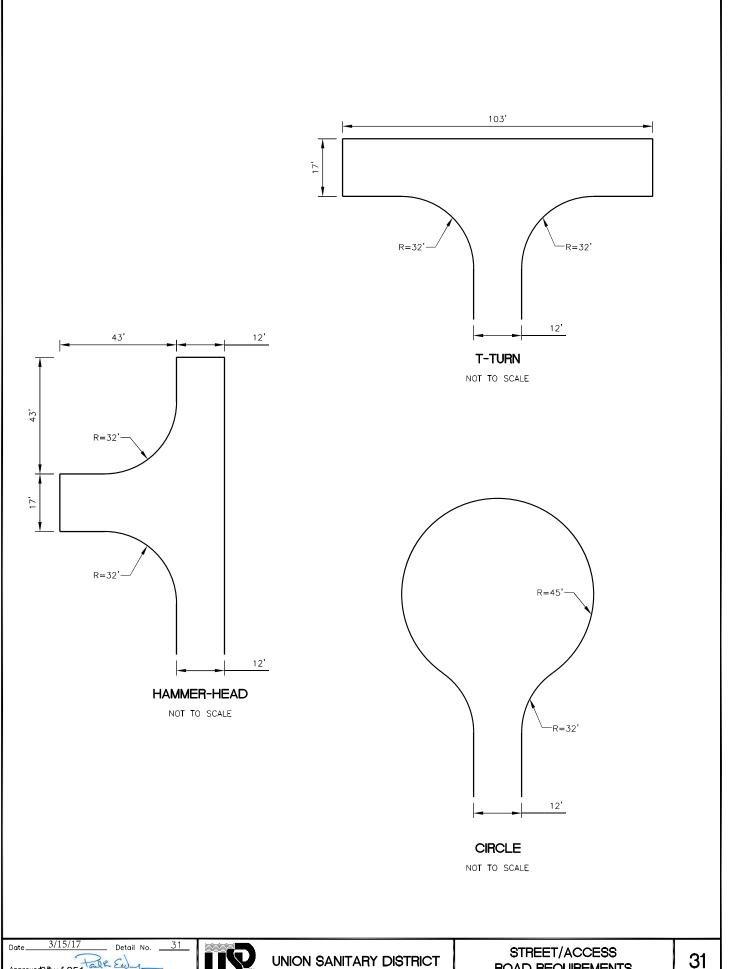
On motion duly made and seconded, this Ordinance was adopted after public hearing by the following vote on June 22, 2015 July 22, 2019:

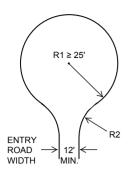
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
	Ī	l <mark>anny Fernandez Anjali Lathi</mark> President, Board of Directors NION SANITARY DISTRICT

ATTEST

Tom Handley Jennifer Toy
Secretary Roard of Directors

Secretary, Board of Directors
UNION SANITARY DISTRICT





FNTRY 12' MIN 12' MIN **<** ROAD WIDTH R1 ≥ 25 Т R1 ≥ 25 18'

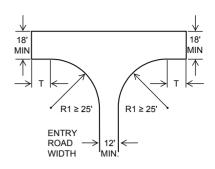


FIGURE 1 - BULB TURNAROUND NOT TO SCALE

FIGURE 2 - "T" TURNAROUND NOT TO SCALE

FIGURE 3 - HAMMERHEAD TURNAROUND NOT TO SCALE

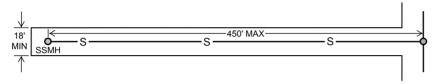


FIGURE 4 - DEAD-END ROADWAY/DRIVE AISLE NOT TO SCALE

#### NOTES:

1. SANITARY SEWER EASEMENTS

PUBLIC SEWERS NOT LOCATED IN PUBLIC STREETS MUST BE SITUATED WITHIN A SANITARY SEWER EASEMENT (SSE) GRANTED TO AND ACCEPTED BY THE DISTRICT. SSE SHALL HAVE A CONTINUOUS MINIMUM WIDTH OF 15 FEET WITH MANHOLE CENTERED IN SSE. IF THERE IS NO MANHOLE WITHIN THE SSE, THE MINIMUM WIDTH IS 10 FEET WITH THE MAIN CENTERED IN THE SSE

2. ACCESS REQUIREMENTS

AT A MINIMUM, PRIVATE ROADWAYS ARE REQUIRED TO HAVE SUFFICIENT ACCESS AND TURNAROUND AREAS, PER THIS DETAIL SHEET.

#### TURNAROUND GEOMETRY:

- A. RETURN RADII, R2:
  - a. IF ENTRY ROAD WIDTH ≥ 12 FEET AND < 18 FEET, R2 ≥ 25 FEET
  - b. IF ENTRY ROAD WIDTH ≥ 18 FEET, R2 ≥ 15 FEET
- B. TURNOUT TANGENT, T:
  - a. IF ENTRY ROAD WIDTH ≥ 12 FEET AND < 18 FEET, T ≥ 7 FEET
  - b. IF ENTRY ROAD WIDTH ≥ 18 FEET. T ≥ 2 FEET

#### PROPOSED BUILDING WITH **OVERHANG** 5 PROPOSED MIN. **BUILDING** <11 **ROAD** WITH CURB DRIVE AISLE WITHOUT 5 **CURB** MIN. - SEWER

FIGURE 5 - HORIZONTAL CLEARANCE NOT TO SCALE

- HORIZONTAL AND VERTICAL CLEARANCES

  3. HORIZONTAL CLEARANCE FROM BUILDING OVERHANG LESS THAN 11 FEET HIGH, CURB, EDGE OF PAVEMENT, TREES OR OTHER OBSTRUCTION, WHICHEVER IS CLOSEST TO THE SEWER (SEE FIGURE 5):
  - TO CENTER LINE OF SEWER MAIN = 5 FEET MINIMUM
  - TO CENTER OF MANHOLE = 7.5 FEET MINIMUM
- 4. OTHER UTILITIES: SEE DISTRICT'S DETAILS 16 AND 17 FOR REQUIREMENTS.
- 5. SEWER CLEARANCE FROM BUILDINGS: SEWER MAINS SHALL BE LOCATED SUCH THAT EXCAVATION FOR SEWER CONSTRUCTION MUST BE OUTSIDE OF THE "ZONE OF INFLUENCE" FROM BUILDING LOADS (DEFINED BY A LINE OF REPOSE THAT EXTENDS DOWNWARD FROM THE EDGE OF A BUILDING'S FOUNDATION AT A MAXIMUM ANGLE OF 1V:1H. SEE FIGURE 6).
- SSE MAINTENANCE ACCESS: ACCESS TO AND ALONG THE SSE, INCLUDING ALL MANHOLES, SHALL BE FEASIBLE AND SAFELY ACHIEVABLE BY DISTRICT MAINTENANCE VEHICLES. PROPERTY OWNER MAINTAINED ALL-WEATHER ACCESS ROADS TO MANHOLES ARE REQUIRED IN NON-PAVED AREAS. ACCESS ROADS SHALL BE A MIN. 12 FEET WIDE, MAX. CROSS SLOPE OF 2%, AND CONSIST OF:
  - A. ROAD SLOPE < 10% = MINIMUM 11 INCHES AGGREGATE BASE (AB)

  - ROAD SLOPE 10% TO < 15% = MINIMUM 2.5 INCHES AC OVER MINIMUM 9 INCHES AB ROAD SLOPE 15% TO < 20% = MIN. 6 INCHES REINFORCE CONCRETE (#4 @16 INCHES OC EACH WAY, OR EQUIVALENT WELDED-WIRE-FABRIC), WITH A GOOVED SURFACE OVER MIN. 3 INCHES AB

SUB-BASE AND AB SHALL BE COMPACTED TO A MIN. 95% RELATIVE COMPACTION. AB SHALL COMPLY WITH CALTRANS SPECIFICATIONS SECTION 26 (CLASS 2 AB) FOR 3/4" MAX. GRADING, AND SHALL BE NEWLY QUARRIED MATERIAL (NO RECYCLED MATERIAL OR MINED ALLUVIUM). PAVED ROAD SURFACE SHALL DRAIN AWAY FROM MANHOLE. MANHOLES IN NON-PAVED AREAS SHALL HAVE MIN. 6-FOOT DIAMETER REINFORCED CONCRETE COLLAR SURROUNDED BY A MIN. 12" WIDE BAND OF GRAVEL.

7. OWNER'S USE OF SSE: NO TREES OR PERMANENT STRUCTURES SHALL BE LOCATED WITHIN A SSE. LANDSCAPING (SHRUBS, BUSHES, PLANTS, GROUNDCOVER, ETC.) AND SURFACE IMPROVEMENTS (BRICK, CONCRETE, STONE, ETC.) ARE ALLOWED BUT DISTRICT HAS THE RIGHTS TO REMOVE, WITHOUT REPLACEMENT, ANY IMPROVEMENTS, VEGETATION AND OBSTRUCTIONS WITHIN A SSE AS NECESSARY TO MAINTAIN OR REPAIR THE SEWER

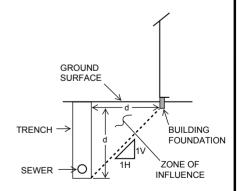


FIGURE 6 - ZONE OF INFLUENCE NOT TO SCALE

04-25-2019

Detail No. Approved PAUL R. ELDREDGE, RCE 6021



ACCESS AND CLEARANCE REQUIREMENTS

### UNION SANITARY DISTRICT ORDINANCE NUMBER 34.08

AN ORDINANCE PROVIDING FOR THE GENERAL REGULATION OF PRIVATE AND PUBLIC SEWERS, PLAN REVIEW, ISSUANCE OF CONSTRUCTION PERMITS, INSPECTION OF SEWER INSTALLATION, AND THE COLLECTION OF FEES FOR THESE SERVICES

**WHEREAS**, the Board of Directors of the Union Sanitary District adopted Ordinance No. 34.07 on June 22, 2015;

WHEREAS, the Board of Directors desires to adopt an amended version of Ordinance 34.07, which, among other things: (1) adds provisions regarding private main sewers and their maintenance; (2) updates fees; and (3) adds an appeals provision; and

**WHEREAS**, the Board of Directors hereby finds that the fees set forth in Article IX, Schedule of Fees, of this Ordinance, do not exceed the reasonable cost of providing the service, product, benefit, privilege or activity for which the fee is charged.

**NOW, THEREFORE**, The Board of Directors of the Union Sanitary District does hereby ordain as follows:

### ARTICLE I DEFINITIONS

#### SECTION 1 TERMINOLOGY

Words, phrases, or terms not specifically defined herein, and having a technical or specialized meaning shall be defined as set forth in the latest editions of the Uniform Plumbing Code.

#### SECTION 2 SPECIFIC DEFINITIONS

Unless the context indicates otherwise, the following words and terms shall have the meaning set forth in this article:

#### a) BACKFLOW PREVENTION DEVICE

A device installed in the building sewer for the purpose of preventing or minimizing the possibility of raw sewage backing up into the building.

#### b) BUILDING DRAIN

That part of the lowest piping of a drainage system which conveys wastewater from inside the walls of a building to a connection point with the building sewer.

#### c) BUILDING SEWER

A sewer conveying wastewater from a point 30 inches or less from the building or structure to a main sewer. The building sewer includes that portion on the property and that portion from the property line or easement line to the sewer main (Lateral Sewer). Building Sewers also include Private Sewers and House Sewers as defined.

#### d) DEVELOPER

A person or party submitting a request for connection to the District.

#### e) DISTRICT

Union Sanitary District, Alameda County, California.

#### f) DISTRICT ENGINEER or ENGINEER

The General Manager of the District, or his designees, including, but not limited to, duly authorized personnel.

#### g) HOUSE SEWER

That part of a piping system which conveys wastewater from a point 30 inches or less outside of a single family dwelling or residential unit to a main sewer. The house sewer includes that portion on the property and that portion from the property line or easement line to the sewer main (Lateral Sewer).

#### h) LATERAL SEWER

That portion of the building sewer from the sewer main to the property line of the parcel of which the sewer serves (sometimes referred to as the lower lateral).

#### i) MAIN SEWER ("main")

Any existing or proposed sewer dedicated to public use within the public right-of-way or sanitary sewer easement.

#### j) PERMIT

A document issued by the DISTRICT that allows the construction,

replacement, modification, or repair of main, building, private, and house sewers.

#### k) PERMIT HOLDER

That person or company performing the sanitary sewer work to which a permit is issued.

#### I) PRIVATE SEWER

That part of a piping system serving a non-residential building which conveys wastewater from a point 30 inches or less outside of a building to a main sewer. Excluded from this definition is a house sewer as defined in "e)" above.

#### m) PRIVATE MAIN SEWER

Any existing or proposed sewer within a private street and owned by maintained by a private party.

#### n) PUBLIC NUISANCE

Discharge of wastewater in any manner in violation of the regulations of the District's latest Wastewater Discharge Ordinance (Series 36) or of any order issued by the District Engineer as authorized by those regulations, is considered a public nuisance.

#### o) SEPTIC TANK

A water-tight receptacle which receives the discharge of a sanitary drainage system, or part thereof, designed and constructed so as to retain solids, digest organic matter through a period of detention, and allow the liquids to discharge into the soil outside of the tank through an effluent disposal system, meeting the requirements of the local Health Department having jurisdiction over such installation.

### ARTICLE II GENERAL REGULATIONS

#### SECTION 1 STANDARD SPECIFICATIONS

Main sewers, building sewers, and appurtenances shall be constructed, repaired, or altered in accordance with the latest revision of the District's Standard Specifications as adopted by the District's Board or the latest revision of the Uniform Plumbing Code. In all cases the District's Standard Specifications shall take precedence.

#### SECTION 2 PRIVATE SEWAGE SYSTEMS

The design, construction and maintenance of private sewage disposal systems, septic tank systems or any other method of sewage disposal other than through the system of the District are governed by the ordinances, codes, rules and regulations of the cities within the District, the County, or the State of California.

#### SECTION 3 REPAIR WORK ON MAIN SEWERS

If a person or company damages a main sewer or appurtenances within the District, the District may proceed to make the necessary repairs and the party responsible for the damages shall compensate the District for the cost thereof. If, in the opinion of the District Engineer, the repair work cannot be done by District forces, the District shall have the right to hire an outside contractor. In the event an outside contractor is hired, the party responsible for the damage shall compensate the District for all costs related to the repair.

#### SECTION 4 OWNERSHIP AND MAINTENANCE OF MAIN SEWERS

The District shall accept and maintain main sewers in the public right-of-way pursuant to this Section 4. If a main sewer is constructed in a private street or driveway, depending on site conditions, overall relationship to the District's system and conformance with District standards and specifications, the District may accept a sanitary sewer easement for the property in which the main sewer is constructed or may require the property owner or project developer or homeowner's association to own and maintain the sewer as a private main sewer. Whenever a main sewer in a public right-of-way or sanitary sewer easement has been constructed to the satisfaction of the District and accepted by the District, the District shall maintain the main sewer. Private main sewers not accepted by the District shall be maintained by the fee owner of the property in which the main sewer has been constructed or the project developer or homeowner's association, as may be approved by the District, in accordance with the terms of a maintenance agreement in a form approved by the District.

#### SECTION 5 OWNERSHIP AND MAINTENANCE OF BUILDING SEWERS

The building sewer serving a property is owned by the property owner. The property owner shall be responsible for the construction, maintenance, repair, or replacement of the building sewer, including the lateral sewer. The property owner shall also be

responsible for complying with District's Wastewater Discharge Ordinance (Series 36) for the proper discharge of wastewater to the sewer. Property owners shall maintain their building sewer in a manner that prevents sanitary sewer overflows and sewer spills. If a building sewer is found not to be properly maintained, this condition shall be declared a public nuisance and the abatement of said nuisance shall be as set forth in the District's Wastewater Discharge Ordinance (Series 36). The District will not be liable for damage resulting from sewer overflows as a result of inadequate maintenance of the building sewer.

#### SECTION 6 BACKFLOW PREVENTION DEVICES

A backflow prevention device shall be required in the following cases:

- When the elevation of the lowest floor in any building is less than twelve inches above the rim elevation of the nearest upstream manhole or junction structure of a District Main Sewer into which a Building Sewer connects.
- On all structures where a pump is used to lift sewage to the sanitary sewer lateral and main sewer. In this case, the backflow relief device shall be located to protect the structure from damage in the event the pump is pumping against a closed backflow prevention device.
- On buildings where the elevation of any floor is at or below the invert of the sanitary sewer main, or where a condition exists where a plug in the sanitary sewer main will cause the hydraulic grade line to rise above the lowest floor level.

The installation of any such backflow protective device shall be at the sole cost and expense of the property owner. If the District, as a courtesy, installs the device, the District shall be under no obligation to ascertain that the backflow protective device continues in operating condition. The maintenance, repair, or replacement of the backflow protective device shall be the sole obligation of the owner.

Any property owner whose property has no backflow prevention device, or which has a defective or improperly installed backflow prevention device, or which has a backflow prevention device that does not comply in all respects with the requirements of this Ordinance or with the District's Standard Specifications shall be responsible for all damage that results from the lack of such a device, or the failure of the defective or improperly installed or noncompliant device to prevent or minimize such damage. The District will not be liable for damage resulting from sewer overflows when a backflow prevention device has not been installed or is not operating properly.

#### SECTION 7 CONNECTION OF BUILDING DRAINS

Every building in which plumbing fixtures are installed shall be separately and independently connected to a main sewer, private main sewer, or septic tank. Where there is more than one building on a lot and where the lot cannot be subdivided under the provisions of any local regulations, a separate sewer will not be required. Connection of each building on a lot to the separate sewer requires a District permit, inspection by the District and is subject to a separate capacity fee (Ordinance 35 Series) and separate sewer service charges (Ordinance 31 Series). Any building sewers that

have not been permitted, inspected; or where capacity and/or current sewer service charges have not been paid, will be subject to disconnection by District forces under the authority of Health and Safety Code Sections 6520.1 and 6520.2. Upon written notice from the District, the owner or occupant of any building having a building sewer that is not permitted in accordance with this ordinance shall terminate the connection of such building sewer to the main sewer within ten (10) days from the mailing of such notice. District forces are hereby authorized to enter any such property, cap or terminate any building sewer line and to charge the owner and/or occupant of all such buildings which are required to be disconnected from the sewer system, the reasonable cost of such effort. Entry on private property and termination of service is authorized by Health & Safety Code Section 6523.2.

#### SECTION 8 SEPTIC TANKS

Where there is no available main sewer within 200 feet measured along streets, alleys, avenue, or public rights-of-way upon which a lot abuts, the building sewer may be connected with septic tanks when permitted by the county health department having jurisdiction over such installation, and provided further that whenever a main sewer is extended within the 200 foot limit as described above, then the aforesaid septic tank must be abandoned when directed by the county health department and the building sewer connected to the main sewer. All costs for abandoning the septic tank and appurtenances and connection to the main sewer shall be the sole responsibility of the property owner.

#### SECTION 9 PAYMENT OF FEES BEFORE CONNECTION

Until all fees and deposits, including costs of repair work on main sewers are paid or appropriate arrangements for payment have been agreed upon, no connection to District main sewers is allowed.

### ARTICLE III PROHIBITED DISCHARGES TO THE SEWERS

#### SECTION 1 PROHIBITIVE DISCHARGES

District Ordinance No. 36 Section 2.01 identifies those discharges to the sanitary sewer system that are prohibited. No person shall discharge or cause to be discharged, any of the following into a building sewer, private main sewer, or main sewer:

- Any flammable or explosive substance, including gasoline, paint, oils or other flammable or explosive substance
- Any toxic or hazardous substance that may cause a threat to the life or health of the public or sewer maintenance person, or to the environment.
- Any substance that would cause an obstruction of flow in the sanitary sewer
- Any radio-active substance
- Any pesticide or herbicide
- Any medical wastes, including prescription or non-prescription pharmaceuticals or medicines

Any discharge or threat of a prohibitive discharge may be cause for the District to terminate service to prevent the harmful discharge to the District's sewer system.

In addition, storm water, groundwater, rain water (including from rain gutters), street drainage, subsurface drainage or yard drainage shall not be discharged through direct or indirect connections to the sewer unless a permit is issued for such connection by the District.

See additional prohibitions under District Ordinance No. 36.

### ARTICLE IV PLAN REVIEW

#### SECTION 1 PLAN SUBMITTALS

All plans to be submitted for review must be prepared by a California Registered Civil Engineer and shall be in such form as required by the District Engineer.

#### SECTION 2 PLAN REVIEW PERIOD

If, during or after a plan review no action has taken place within a period of six months, the review of the plans shall become void. If a plan is approved and a permit is not issued within one year of the plan approval date, the approval shall become void. Void plans must be resubmitted along with a plan review fee in the amount in effect at the time of resubmittal before plans will be re-reviewed. Plans that are void and resubmitted which are substantially the same as those originally approved shall be charged for one additional review or 30% of the total plan check fee.

#### SECTION 3 MINIMUM STANDARDS

Plans submitted for review or approval which, in the opinion of the District Engineer, do not meet minimum plan preparation and/or design standards, will not be reviewed and shall be returned to the applicant.

### ARTICLE V PERMITS

#### SECTION 1 PERMITS REQUIRED

A person or company engaging in any of the following activities shall obtain a permit from the District :

- a) Construction of a main sewer.
- b) Construction, replacement, alteration or repair of a building sewer.
- c) Connection of a building drain to a building sewer.
- d) Connection of a wash pad, RV dump station or other appurtenances to the building sewer.

#### SECTION 2 PERMIT APPLICATION

Applications for permits shall be made by submitting the necessary plans and information such as building and encroachment permits, CC & R's (Covenants, Conditions and Restrictions), easement documents, etc. as required by the District Engineer.

#### SECTION 3 ISSUANCE OF PERMITS

Permits shall be issued to the party actually doing the work, after all necessary documents and/or plans are approved and all fees and deposits are paid. Permit issuance by the District does not guarantee the permit holder the right to perform the work. Additional authorization or permits may also be required (ex. city street encroachment permit).

#### SECTION 4 EFFECTIVE PERIOD OF PERMIT

A permit is in effect for a period of one year from the date it was issued. The District Engineer may, for good cause shown, extend any permit beyond the initial one year period described above provided that:

- a) The specific activities permitted by the extension are substantially the same as the activities permitted by the original permit; and that the permit holder has made reasonable progress in performing the permitted activities.
- b) The applicant pays all applicable fees and charges existing as of the date that the extension is granted. A credit shall be given for fees and charges paid under the original permit, to the extent they have not been previously expended by the District or any other governmental agencies or they represent payment for work not yet done by the District or any other governmental agency in administering the permit process.

#### SECTION 5 TRANSFERABILITY OF PERMITS

A permit is not transferable.

#### SECTION 6 FAILURE TO OBTAIN A REQUIRED PERMIT

Whenever a person or company is required to obtain a permit as provided in this article and fails to obtain the required permit and inspection, there shall be paid to the District, in addition to all other charges, an amount as stated in Article IX Schedule of Fees. This fee may be withheld from other deposits the person or company may have on file with the District or will be charged and paid for prior to the issuance of future permits. Failure to obtain a permit and pay the required fees will prevent that person or company from being issued a permit to perform sanitary sewer work for future projects within the District.

#### SECTION 7 LICENSING

If a permit is to be issued to a contractor, that contractor shall be properly licensed by the STATE OF CALIFORNIA. The Contractor shall submit proof of licensing upon request by the District.

# ARTICLE VI

#### SECTION 1 INSPECTION REQUIRED

The District shall inspect the work done under each permit. If the work does not meet District standards and requirements, the District may deny connection, order disconnection, or require other corrective measures at the expense of the permit holder.

#### SECTION 2 SEWER WORK COVERED WITHOUT APPROVAL

Work that has been covered without approval by the District shall be uncovered by the permit holder for inspection.

#### SECTION 3 REQUEST FOR INSPECTIONS

The permit holder shall request a District inspection by giving at least 48 hours notice during normal working hours in advance of the time inspection is requested. Inspections outside of normal working hours shall require that the permit holder file and obtain approval on applicable forms and pay for any inspections at the overtime rate. If, in the opinion of the Engineer, work will be done by a Contractor outside of normal working hours, the Engineer has the right to inspect the work and charge the permit holder at the overtime rate. Any permit holder requesting inspection on a normal day off shall be charged for a minimum inspection time of four hours. Whenever work under a permit has been accepted by the District, the permit holder will be notified within 15 days of the date of acceptance.

#### SECTION 4 LIABILITY

The function of the Union Sanitary District is to assure that sewer facilities constructed on the property of others are compatible with the District's then current Standards and Specifications. Unless determined to be the direct result of active negligence of the District, any injuries to persons and/or property during or after construction are the responsibility of the developer, owner or contractor and not Union Sanitary District. In consideration of issuance of a permit, the developer, owner and/or contractor seeking such permit shall hold Union Sanitary District harmless from any and all liability, and shall agree to defend and indemnify Union Sanitary District regarding any injury or damage, actual or alleged, to persons and/or property, resulting from the improvements constructed pursuant to the permit or permits issued by the District in conjunction herewith.

### SECTION 5 HOUSE SEWER INSPECTION

Inspection for the repair or replacement of a house sewer shall be limited to three onsite inspections: 1) a pre-job consultation intended to assist the homeowner/contractor in the inspection process and advise of the District's construction requirements, 2) an inspection of the installed sewer subject to testing and prior to backfill, and 3) a final site inspection. The pre-job inspection can be substituted for re-testing of the test inspection or final inspection. Each inspection in excess of the three (3) indentified above may be charged \$50 for each additional inspection, which will be deducted from the Permit Holder Deposit at the close of the project.

# ARTICLE VII FEES

#### SECTION 1 DOCUMENT REVIEW FEE

Whenever a document such as an easement or an encroachment permit is submitted for review, a document review fee may be required to be paid prior to any review. This amount shall be in accordance with Article IX Schedule of Fees, of this ordinance.

#### SECTION 2 STUDY FEE

Whenever a proposed development may have a significant effect on the capacity of the sewer system and/or treatment plant, the District may require a special engineering study to be undertaken. In such an event, a fee will be charged for the estimated cost of the study, including District administration and engineering costs. Upon completion of the study, additional fees may be charged based on actual costs of the study.

#### SECTION 3 PLAN REVIEW FEE

After the first plan review is completed, a plan review fee will be calculated in accordance with Article IX, entitled "Schedule of Fees", of this ordinance. The plan review fee will be invoiced and shall be paid prior to the return of the reviewed plans. This fee covers two preliminary reviews and final construction approval/signature. An additional fee may be charged before the third preliminary and subsequent reviews. The plan review fee may be adjusted upward at the time of plan approval to reflect changes from the first submittal.

#### SECTION 4 INSPECTION FEE

Prior to the issuing of a construction permit, an inspection fee, per Article IX Schedule of Fees, shall be paid. This fee shall cover the cost of three inspections. Further inspections may be provided at no cost unless they result from the permit holder failing to do the required work, in which case additional inspection fees shall be charged to the permit holder's deposit.

#### SECTION 5 PERMIT FEE

At the time a permit is issued, a permit fee in accordance with Article IX Schedule of Fees shall be paid. This fee shall cover the cost of processing the permit.

#### SECTION 6 MATERIAL AND SERVICES FEE

A material and services fee shall be charged per Article IX Schedule of Fees for any work to be done by District forces. This fee shall be paid prior to issuing a construction permit and shall cover the cost of District forces doing work as needed for the proposed construction.

# ARTICLE VIII INSURANCE AND CASH DEPOSITS

### SECTION 1 INSURANCE REQUIRED

A contractor who applies for a permit shall maintain, on file with USD, an insurance certificate evidencing the following insurances:

- a) Worker's Compensation
- b) Commercial General Liability (\$1,000,000/incident minimum and \$2,000,000 aggregate)

USD shall be named as an Additional Insured under the required policies (Additional Endorsement needed).

# SECTION 2 PURPOSE OF CASH DEPOSIT FOR SEWER CONSTRUCTION PERMITS

The District finds that the work of constructing, installing and repairing of sewers vitally affects the operation of the District's sewer system and has an adverse and deleterious effect upon it unless the work is inspected by the District and installed per District standards. The reason for requiring a cash deposit from an applicant as provided in this section is to ensure that the District's construction standards are met. As provided in this Article, deposits may be used to complete unfinished work or to pay for work that is performed by the District to ensure District's standards are met.

#### SECTION 3 DEPOSIT FOR MAIN SEWER CONSTRUCTION

A cash deposit in an amount established by Article IX Schedule of Fees, shall be submitted to the District for main sewers prior to the issuance of a permit for the construction, installation, or alteration of a main sewer. The remaining amount of any cash deposit will be refunded after one year from the date of acceptance. However, no additional cash deposit is required where the municipality within which the work is to be performed requires the filing of a faithful performance bond guaranteeing correction of defects due to faulty, improper, or inferior workmanship or materials arising or discovered within one year after acceptance of the work.

# SECTION 4 DEPOSIT FOR PRIVATE SEWER AND PRIVATE MAIN SEWER CONSTRUCTION

An applicant for a permit, and a developer for the construction, installation or alteration of a private sewer or private main sewer shall deposit with the District, the amount established in Article IX Schedule of Fees. Any remaining amount of the deposit shall be refunded within 60 days after acceptance of the project by the District.

# SECTION 5 DEPOSIT FOR BUILDING SEWER REPAIR, ALTERATION, OR INSTALLATION

An applicant for a permit to repair, alter, or install a building sewer(s) shall deposit with the District, the amount established in Article IX Schedule of Fees. Any remaining amount of the deposit shall be refunded within 60 days after acceptance of the sewer by the District, or if the Deposit is for a tract of houses, within 60 days after the last house is accepted.

#### SECTION 6 FAILURE OF A PERMIT HOLDER TO CORRECT WORK

A permit holder shall have ten days to correct any work, or respond in writing, after the District gives notice to correct deficient work. If the District Engineer, upon review of the written response, finds that there is insufficient reason for the permit holder not to correct the deficient work, the permit holder shall have five days to correct the work. Failure to correct the deficient work in accordance with the schedule above will result in forfeiture of the deposit to the District. The District may then take corrective action as it determines necessary to complete the work and deduct any amounts expended from the deposit.

# SECTION 7 FAILURE TO CORRECT THE WORK AND THE WORK CONSTITUTES A DANGER

If a permit holder fails to correct any work within five days after notification in writing, and in the opinion of the District Engineer the work constitutes a danger to the public or District facilities, or that the District forces cannot correct the work, the work shall be disconnected by District forces. The cost of this disconnection shall be deducted from any deposit.

# SECTION 8 INCREASE IN DEPOSIT OR SUSPENSION FROM WORK IN THE DISTRICT

If a permit holder fails to correct the work on two permits within a one-year period, the required deposit for future permits may be doubled. Further failures to correct the work may result in additional increases or disallowance of the permit holder to obtain another permit within the District's boundaries.

# ARTICLE IX SCHEDULE OF FEES

### SECTION 1 DOCUMENT REVIEW FEE

a) Easements, Deeds and Quitclaims \$500.00

b) Encroachment permits \$ 50.00

c) Special Agreements/Studies Development/Review Cost

(including consulting and legal fees;

\$500 minimum)

#### SECTION 2 PERMIT FEE

Permit fees will be charged at \$50.00 each.

#### SECTION 3 PLAN REVIEW FEE

- a) Two preliminary and one final review
  - 1. 2.5% of construction costs **or**
  - 2. \$100.00 minimum
- b) Additional reviews charged at 30% of initial plan check fee.

#### SECTION 4 INSPECTION FEE

- a) 4.0% of construction costs **or**
- b) Main Sewers: \$200.00 minimum
- c) Private or house sewers:
  - 1. Main to Property Line: \$150.00 minimum/connection
  - 2. Property Line to building or house: \$150.00 minimum/connection

#### **SECTION 5**

**SCHEDULE OF CONSTRUCTION COSTS** (used for calculating plan review and inspection fees, and, permit holder and developer deposits).

Item	Unit	Cost
Manhole (Type II)	Each	\$5,600.00
Manhole (public or private)	Each	\$3,500.00
Drop Manhole (connection)	Each	\$1,000.00
Risers	Each	\$800.00
Grease Interceptor/Clarifier 1500 Gallons	Each	\$4,300.00
Grease Interceptor/Clarifier 2000 Gallons	Each	\$4,900.00
Grease Interceptor/Clarifier 3000 Gallons	Each	\$5,300.00

Grease Interceptor/Clarifier 5000 Gallons	Each	\$6,900.00
Sand-Oil Water Separator	Each	\$2,150.00
Trash Enclosure Interceptor	Each	\$2,150.00
Cleanout to Grade	Each	\$375.00
12 inch Sewer	Linear Feet	\$120.00
10 inch Sewer	Linear Feet	\$100.00
8 inch Sewer	Linear Feet	\$80.00
6 inch Sewer	Linear Feet	\$60.00
4 inch Sewer	Linear Feet	\$40.00
Sewer in Easement (additional charge)	Linear Feet	\$10.00
Sewer in Steel Casing	Linear Feet	\$1,560.00
30 inch Steel Casing	Linear Feet	\$700.00
Commercial/Multi-Family Pump Station	Each	\$16,000.00
Residential Pump Station	Each	\$8,000.00
Abandon Sewer	Linear Feet	\$11.00
Abandon Manhole	Each	\$900.00

NOTE: The cost of items not listed will be estimated by the District Engineer.

**SECTION 6 MATERIAL AND SERVICES FEE** (used for calculating fees associated with work performed by District Forces).

	Description of Work	Unit	Fee
a)	Install stub and channel manhole		
	(Work inside manhole only)		
	1. New pipe stub into an existing 8" sewer	Each	\$3,300
	or larger manhole base		
	2. New pipe stub into an existing 12"	Each	\$4,235
	sewer or larger manhole base		
	3. New pipe stub into an existing 18" sewer	Each	\$14,500
	or larger manhole base		
b)	Channel new manhole		
	1. 6" to 10" main	Each	\$3,160
	2. 12" to 18" main	Each	\$3,500
	3. 21" or larger main	Each	\$7,225
c)	False Bottom		
	1. Install and remove	Each	\$495
d)	Adjust manhole to grade		
	1a. Structural adjustment with reference	Each	\$1,760
	points, false bottoms, and asphalt		
	concrete		
	1b. In addition to 1a. above, for additional	Each	\$7,600

	work including: excavation; removal; and replacement and/or installation of cone and/or barrel section		
	Asphalt concrete overlay using riser rings up to 3" in height, including reference points	Each	\$575
e)	Pipe repairs less than 10 feet in length (cut &		
	repair only)		
	1. 4" and 6" lateral	Each	\$625
	2. 6" and 8" main		\$730
	3. 10" and 12" main	Each	\$975
f)	Wye or tee splices (cut and install only)		
	1. 6" to 12"	Each	\$1,535

	Description of Work	Unit	Fee	
g)	*Television inspection			
	1. Laterals	Each	\$525	
	2. Mains, in excess of			
	1000 ft in length (if <			
	1000 ft, then cost is			
	on a time -and-			
	materials basis)			
	\$0.80 Cleaning	Per Ft.	\$2.04	
	+\$1.24 TV			
	TV only	Per Ft.	\$1.24	
	*If laterals need additional			
	work prior to TV, such as,			
	snaking, repairs, or			
	installing a cleanout,			
	additional costs will be			
	charged on a time-and-			
	material basis			
h)	Cleanouts			
	1. Install	Each	\$915	
	2. Raise cleanout to	Each	\$395	
	grade and install			
	cleanout box			
i)	Miscellaneous			
	Install and remove	Each	\$645	
	temporary plug		+	
	2. Catch debris	Each	\$630	
	3. Dye tracing	Each	\$265	
	4. Ferret tracing	Each	\$265	
j)	Overtime inspection	_	40.55	
	1. Hourly Rate (four hour	Per	\$355	
	minimum for	Hour		
	weekends and			
1.1	holidays)	:	ha times and shannes to	
k)	Unforeseen conditions may	ıncrease t	ne time and charges to	
1)	complete work.	and hassa	lon a time and material	
l)	Additional work will be charged basis.	geu baseo	on a time-and-material	
m)		to sign as	work order agreeing to	
m)	Contractors will be required to sign a work order agreeing to			
n)	pay for work in advance of USD performing the work.			
n)	USD work guaranteed for 12 months.			

# SECTION 7 PERMIT HOLDER DEPOSITS

a)	Main Sewers	50% of Construction Costs
b)	Private Sewers	<ol> <li>\$2,500.00 per permit, or</li> <li>\$5,000.00 by cash, check or Credit Card payable to Union Sanitary District</li> </ol>
c)	House Sewers (Repair, alteration, or installation)	<ol> <li>\$500.00 per permit, or</li> <li>\$5,000.00 cash, check or Credit         Card payable to Union Sanitary         District for multiple permits in lieu         of the per permit permitholder         deposit.</li> </ol>

## SECTION 8 DEVELOPER DEPOSITS

Developer deposit is 10% of Construction Cost of any structure, or \$800.00, whichever is greater.

# SECTION 9 FEE FOR FAILING TO OBTAIN A PERMIT

The fee for failing to obtain a permit is a minimum of \$150.00 or 50% of the Inspection Fee, whichever is greater.

# ARTICLE X APPEALS AND ADJUSTMENTS

#### SECTION 1 APPEAL

Any user, permit applicant, or permit holder affected by any decision, action, or determination made by the District Engineer or another employee of the District in interpreting or implementing the provisions of this ordinance or in any permit issued herein, may file with the District Engineer a written appeal or request for reconsideration, as applicable, within ten days of such decision, action, or determination, setting forth in detail the facts supporting the user's appeal or request for reconsideration.

If the ruling made by the District Engineer is unsatisfactory to the person appealing or requesting reconsideration, he or she may file a written appeal to the District's governing body within ten days after notification of District action. The written appeal shall be heard by the governing body within 30 days from the date of filing or as soon thereafter as reasonably possible. The District's governing body shall make a final ruling on the appeal within 30 days of the meeting. The District Engineer's decision, action, or determination shall remain in effect during such period of appeal. The determination of an appeal by the governing body of the District shall constitute a final determination of the District and may be subject to judicial review.

# ARTICLE XI REPEAL

Ordinance 34.07 is hereby repealed.

# ARTICLE XII EFFECTIVE DATE

This Ordinance shall take effect and be in force August 12, 2019 and at least one week prior to said date it shall be published once in THE TRI-CITY VOICE and THE ARGUS, newspapers of general circulation published in the UNION SANITARY DISTRICT. This ordinance shall be entered in the minutes of the District.

# ARTICLE XIII SEVERABILITY

If any provision of this Ordinance or any subdivision thereof, or any application thereof, to any person or circumstance is held invalid, the remainder of this Ordinance or the subdivision, or the application of such provision to other persons or circumstances shall not be affected thereby.

On motion duly made and seconded, this Ordinance was adopted after public hearing by

the following vote on July 22, 2019:	
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Anjali Lathi
	President, Board of Directors UNION SANITARY DISTRICT
ATTEST	
Jennifer Toy	<del></del>
Secretary Board of Directors	

UNION SANITARY DISTRICT



Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy *Attorney* 

# JULY 22, 2019 BOARD OF DIRECTORS MEETING AGENDA ITEM # 9

TITLE: Review and Consider Approval of the Enhanced Treatment & Site Upgrade

Program Manager (Limited Duration) and Enhanced Treatment & Site Upgrade Assistant Program Manager (Limited Duration) Job Descriptions and

Salary Ranges (This is a Motion Item)

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

Gene Boucher, Human Resources Manager

#### Recommendation

Consider and approve the job descriptions and salary ranges for the Enhanced Treatment & Site Upgrade Program Manager (Limited Duration) and Enhanced Treatment & Site Upgrade Assistant Program Manager (Limited Duration).

#### **Previous Board Action**

None.

#### **Background**

The District is undertaking an Enhanced Treatment and Site Upgrade project that will require various construction projects to take place at the District over the course of the next seven (7) to 10 years. In order to help manage those projects that District is creating two limited duration positions that will manage all aspects of the upcoming projects.

The Enhanced Treatment and Site Upgrade Program Manager (Limited Duration) and Enhanced Treatment and Site Upgrade Assistant Program Manager positions have been created to

manager the upcoming projects. Both positions will be of a limited duration and end once the projects are completed at the District. The duration is expected to last approximately seven (7) to 10 years.

The salary range from the Enhanced Treatment and Site Upgrade Program Manager will be with a range of \$151,506.42 to \$198,852.17 annually, with the Enhanced Treatment and Site Upgrade Assistant Program Manager's salary range set at \$131,865.45 to \$173,073.40 annually.

#### **Attachments**

Enhanced Treatment & Site Upgrade Program Manager Job Description Enhanced Treatment & Site Upgrade Assistant Program Manager Job Description



# Enhanced Treatment & Site Upgrade Program Manager Limited Duration

UNION SANITARY DISTRICT
Established Date:
Revision Date:

Class Code:

#### **SALARY RANGE**

\$72.83 - \$95.60 Hourly \$5,827.17- \$7,648.16 Biweekly \$12,625.53 - \$16,5271.01 Monthly \$151,506.42 -\$198,852.17 Annually

#### **DESCRIPTION:**

Under general direction, plans, organizes, manages, coordinates, and directs the engineering, contract construction, technical, clerical, and administrative activities of the Enhanced Treatment & Site Upgrade projects for the District. The Enhanced Treatment & Site Upgrade Program Manager (ETSUPM) will be responsible for implementing the Enhanced Treatment & Site Upgrade program and responding to engineering and process needs of other District departments related to capital and process improvements. The ETSUPM will oversee the planning, design, construction, startup and commissioning of the Advanced Wastewater Treatment Plant. The ETSUPM will report to the Enhanced Treatment and Site Upgrade Steering Committee. This position is for a limited duration which is expected to be 7-10 years.

The ETSUPM works directly with the TSCS Workgroup Manager, CIP Coach, USD staff, Engineering Firms, Consultants, Construction Managers, Contractors, Project Managers, Public Agencies and individuals to provide comprehensive direction, coordination and implementation of projects in a timely and cost-effective manner.

The ETSUPM must possess the knowledge, skills and ability to manage programs and projects containing complex issues from initial conceptualization and Enhanced Treatment & Site Upgrade development, through Technical Memorandum phase (preliminary design), and Detailed Design, to Competitive Bidding, Construction, System Start-up, Asset Management initiation and turnover of system(s) to the end user. The ETSUPM must have working knowledge of Plant operations,

treatment processes and maintenance procedures.

This classification requires the ability to exercise a high degree of independent judgment and highly effective decision-making, communication and interpersonal skills.

#### **EXAMPLES OF DUTIES:**

- 1. Plans, organizes, directs, schedules, coordinates, and reviews the work of engineering services required for the planning, design, construction, and contract administration of the wastewater system and facilities and recycled water facilities.
- 2. Develops and supervises engineering studies and projects; coordinates the work of consultants and District personnel, as well as contacts with other governmental agencies.
- 3. Manages contract construction activities for the CIP Engineering Department.
- 4. Reviews and manages the design and construction of department facilities.
- 5. Directs the preparation of long-range planning programs.
- 6. Supervises the selection and assignment of engineering, technical, clerical, and administrative personnel; ensures the maintenance of a safe work environment.
- 7. Provides for the evaluation, training, and professional development of subordinates to ensure utilization, retention, and promotion of competent employees.
- 8. Interprets management policies and procedures to subordinates and ensures that they are understood and followed; develops and implements work and cost control procedures and standards.
- 9. Participates in and coordinates project activities for the administration of grant and other contracts for monetary assistance, consulting services, and construction.
- 10. Monitors economic, engineering, political, social, and business developments which have a bearing on USD's wastewater program.
- 11. Prepares a variety of correspondence and periodic or special reports, often of a technical nature; and prepares and administers the division's annual budget.
- 12. Represents USD in meetings with representatives of other organizational units, industries, governmental bodies, consultants, regulatory agencies, and professional and technical associations.
- 13. Enters data into automated or computer- based work management systems.
- 14. Performs other related duties and responsibilities as required.

### **QUALIFICATIONS:**

# **Knowledges, Skills, and Abilities**

**Knowledge of:** Environmental engineering principles, methods, and practices; the principles of primary, activated sludge secondary, sludge digestion, and dewatering wastewater treatment processes; wastewater reclamation; administrative principles; state and federal regulations pertaining to the work; procedures to follow in conducting environmental investigations and studies; the principles and techniques of contract construction administration; pertinent safety practices; principles and practices of effective supervision; and data processing applications to wastewater treatment processes.

**Skills:** Visual acuity to read written materials in print, displayed on signage, and in electronic form; hearing and speech sufficient to communicate by telephone, radio, or in person; flexibility to twist, bend, crouch, stoop, and kneel; manual dexterity in order to type on a keyboard and to write; agility to stand, walk on even and uneven terrain, and climb stairs.

Ability to: Plan, organize, direct, schedule, control, and coordinate activities in an engineering and technical support organization; communicate effectively verbally and in writing; review design drawings and specifications for accuracy; deal effectively with employee relations, budget, and other matters relating to administrative supervision of a major organizational unit; select and evaluate employees and effectively handle motivation, training, discipline, and complaint resolution functions; prepare clear, complete, and concise correspondence and technical reports; develop work standards and evaluate personnel needs; establish and maintain effective working relationships; maintain records; prepare reports; make presentations to various stakeholders; work with accuracy and attention to detail; evaluate the results of engineering, technical, and administrative investigations and studies; administer contract construction of facility modifications and improvements; and analyze operating problems, evaluate alternate proposals, and make sound recommendations.

# **Education and Experience:**

Any combination of education and experience that has led to the acquisition of the knowledges, skills, and abilities as indicated above. Typical ways of acquiring these knowledges, skills, and abilities are:

- 1. A bachelor's degree, or its equivalent, with major work in engineering or other closely related field, and either;
- 2. Six years of supervisory experience in an engineering organization or consulting company where experience included planning and designing improvements to water/wastewater system and facilities; or
- 3. Six years of supervisory experience at the Senior Engineer level or higher where experience included planning and designing improvements to water/wastewater system and facilities.

Other Requirements

Must possess physical characteristics to perform the critical and important duties of the job.

Must be willing to work overtime as needed.

**License, Certificates & Credentials:** 

Must possess a valid California Driver's license and have a satisfactory driving record, and a

California Professional Engineering License in Civil or Mechanical engineering.

California Grade IV or higher Wastewater Operators Certification or equivalent is desirable.

Interpersonal Effectiveness: Ability to work collaboratively with others in a team-based

organization focused on continuous improvement; establish and maintain a positive customer service attitude and effective working relationships with customers; demonstrate excellent two-

way communication skills with staff and others, including the ability to listen, explain, and

facilitate; ask for input; offer help; accept suggestions; maintain professional behavior during stressful situations; motivate and develop staff; and provide recognition and encouragement.

Must demonstrate integrity, fairness, and flexibility and work with others to establish a climate

of openness, mutual respect, and teamwork.

Licenses, Certificates, or Credentials: Must possess a valid Class C California driver's license, have and maintain a satisfactory driving record, and be insurable by the District to operate District

vehicles. Must possess California registration as a Professional Civil Engineer.

**ADDITIONAL INFORMATION:** 

Other Requirements: Must possess the physical characteristics to perform the critical and

important duties of the class.

Disaster Service Worker

Employees of Union Sanitary District are, by State and Federal law, Disaster Service Workers. In the event of a declaration of emergency, any employee may be assigned activities that promote

the protection of public health and safety or the preservation of lives and property, either at the

District or within the local, or their own community.

**OTHER REQUIREMENTS:** 

Position status: Unclassified, Exempt,

Recruitment: Internal or Internal and External

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# **Enhanced Treatment & Site Upgrade Assistant Program Manager**

#### **Limited Duration**

UNION SANITARY DISTRICT Established Date: Revision Date: Class Code:

#### **SALARY RANGE**

\$63.40 - \$83.21 Hourly \$5,071.75 - \$6,656.67 Biweekly \$10,988.79 - \$14,422.78 Monthly \$131,865.45 -\$173,073.40 Annually

### **DESCRIPTION:**

Under general direction, plans, organizes, supervises, coordinates, and directs the engineering, contract construction, technical, clerical, and administrative activities of the Enhanced Treatment & Site Upgrade Projects for the District. The Enhanced Treatment and Site Upgrade Program Assistant (ETSUPA) is a multidisciplinary team that will oversee the planning, design, construction, startup, and commissioning of the Advance Wastewater Treatment Plant. The ETSUPA will report to Enhanced Treatment & Site Upgrade Program Manager and Steering Committee. This position is for a limited duration which is expected to be 7-10 years.

The ETSUPA works directly with the Enhanced Treatment & Site Upgrade Program Manager, TSCS Workgroup Manager, CIP Coach, USD staff, Engineering Firms, Consultants, Construction Managers, Contractors, Project Managers, Public Agencies and individuals to provide comprehensive direction, coordination and implementation of projects in a timely and cost-effective manner.

The ETSUPA must possess the knowledge, skills and ability to manage programs and projects containing complex issues from initial conceptualization and Enhanced Treatment & Site Upgrade development, through Technical Memorandum phase (preliminary design), and Detailed Design, to Competitive Bidding, Construction, System Start-up, Asset Management initiation and turnover

of system(s) to the end user. The CIPM must have working knowledge of Plant operations, treatment processes and maintenance procedures.

This classification requires the ability to exercise a high degree of independent judgment and highly effective decision-making, communication and interpersonal skills.

Individual must be able to effectively communicate complex technical project issues both orally and in writing, while maintaining a high quality and effective decision-making process.

#### **EXAMPLES OF DUTIES:**

- 1. Develops, implements, and manages specific Enhanced Treatment & Site Upgrade Programs and Projects; establishes program goals and objectives, develops various scope of works, develops budgets and schedules, oversees progress and initiates solutions.
- 2. Develops engineering studies and projects; coordinates the work of consultants and District personnel, as well as contacts with other governmental agencies.
- 3. Manages, plans, organizes, coordinates, in conjunction with the Enhanced Treatment & Site Upgrade Program Manager (ETSUPM) the activities of contract construction activities for the CIP Engineering Department.
- 4. Reviews and manages the design and construction of department facilities.
- 5. Assists in the preparation of long-range planning programs.
- 6. Assumes responsibilities of the Enhanced Treatment & Site Upgrade Program Manager in his/her absence.
- 7. Assists in the supervision, selection and assignment of engineering, technical, clerical, and administrative personnel; ensures the maintenance of a safe work environment.
- 8. Provides input for the evaluation, training, and professional development of subordinates to ensure utilization, retention, and promotion of competent employees.
- 9. Coordinates the work of subordinate employees assigned to related projects; including input on performance evaluation, work assignment, and disciplinary action as needed in compliance with USD standards.
- 10. Assists in the interpretation of management policies and procedures to subordinates and ensures that they are understood and followed; develops and implements work and cost control procedures and standards.
- 11. Serves as project manager as needed.
- 12. Occasionally serves as construction manager and performs inspection of Enhanced Treatment & Site Upgrade projects.

- 13. Collaborates with specified USD staff for various projects related to impact on plant processes, safety, and other considerations important to staff.
- 14. Collaborates as necessary with stakeholders outside of USD such as regulators, businesses and governmental agencies.
- 15. Ensures the compilation of operations and maintenance records and record drawings for construction projects.
- 16. Meets with CIP Program Manager, engineering department staff and other USD departments providing direction and assisting with background information and solution development.
- 17. Gives input concerning assessment of performance of program and project managers, consultants, and contractors. Including but not limited to assessing qualifications according to USD generated criteria.
- 18. Participates in and coordinates project activities for the administration of grant and other contracts for monetary assistance, consulting services, and construction.
- 19. Monitors economic, engineering, political, social, and business developments which have a bearing on USD's wastewater program.
- 20. Assists in the preparation of a variety of correspondence and periodic or special reports, often of a technical nature; and prepares and administers the division's annual budget.
- 21. May represent USD in meetings with representatives of other organizational units, industries, governmental bodies, consultants, regulatory agencies, and professional and technical associations.
- 22. Enters data into automated or computer- based work management systems.
- 23. Performs other related duties and responsibilities as required.

# **QUALIFICATIONS:**

**Knowledges, Skills, and Abilities** 

**Knowledge of:** Environmental engineering principles, methods, and practices; the principles of primary, activated sludge secondary, sludge digestion, and dewatering wastewater treatment processes; wastewater reclamation; administrative principles; state and federal regulations pertaining to the work; procedures to follow in conducting environmental investigations and studies; the principles and techniques of contract construction administration; pertinent safety practices;; and data processing applications to wastewater treatment processes.

**Skills:** Visual acuity to read written materials in print, displayed on signage, and in electronic form; hearing and speech sufficient to communicate by telephone, radio, or in person; flexibility to twist, bend, crouch, stoop, and kneel; manual dexterity in order to type on a keyboard and to write; agility to stand, walk on even and uneven terrain, and climb stairs.

Ability to: Plan, organize, direct, schedule, control, and coordinate activities in an engineering and technical support organization; communicate effectively verbally and in writing; review design drawings and specifications for accuracy; deal effectively with employee relations, budget, and other matters relating to administration of a major organizational unit; assist select and evaluate employees and effectively handle motivation, training, discipline, and complaint resolution functions; prepare clear, complete, and concise correspondence and technical reports; develop work standards and evaluate personnel needs; establish and maintain effective working relationships; maintain records; prepare reports; make presentations to various stakeholders; work with accuracy and attention to detail; evaluate the results of engineering, technical, and administrative investigations and studies; administer contract construction of facility modifications and improvements; and analyze operating problems, evaluate alternate proposals, and make sound recommendations.

# **Education and Experience:**

Any combination of education and experience that has led to the acquisition of the knowledges, skills, and abilities as indicated above. Typical ways of acquiring these knowledges, skills, and abilities are:

- 1. A bachelor's degree, or its equivalent, with major work in engineering or other closely related field, and either;
- 2. Three years of capital improvements project management experience in an engineering organization or consulting company where experience included planning and designing improvements to water/wastewater system and facilities; or
- 3. Three years of experience at the Senior Engineer level or higher where experience included planning and designing improvements to water/wastewater system and facilities.

# **Other Requirements**

Must possess physical characteristics to perform the critical and important duties of the job. Must be willing to work overtime as needed.

# **License, Certificates & Credentials:**

Must possess a valid California Driver's license and have a satisfactory driving record, and a California Professional Engineering License in Civil or Mechanical engineering.

California Grade IV or higher Wastewater Operators Certification or equivalent is desirable.

<u>Interpersonal Effectiveness</u>: Ability to work collaboratively with others in a team-based organization focused on continuous improvement; establish and maintain a positive customer service attitude and effective working relationships with customers; demonstrate excellent two-way communication skills with staff and others, including the ability to listen, explain, and facilitate; ask for input; offer help; accept suggestions; maintain professional behavior during stressful situations; motivate and develop staff; and provide recognition and encouragement. Must demonstrate integrity, fairness, and flexibility and work with others to establish a climate of openness, mutual respect, and teamwork.

<u>Licenses, Certificates, or Credentials</u>: Must possess a valid Class C California driver's license, have and maintain a satisfactory driving record, and be insurable by the District to operate District vehicles. Must possess California registration as a Professional Civil Engineer.

#### **ADDITIONAL INFORMATION:**

<u>Other Requirements</u>: Must possess the physical characteristics to perform the critical and important duties of the class.

#### <u>Disaster Service Worker</u>

Employees of Union Sanitary District are, by State and Federal law, Disaster Service Workers. In the event of a declaration of emergency, any employee may be assigned activities that promote the protection of public health and safety or the preservation of lives and property, either at the District or within the local, or their own community.

#### **OTHER REQUIREMENTS:**

Position status: Unclassified, Exempt,

Recruitment: Internal or Internal and External



#### Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy *Attorney* 

# JULY 22, 2019 BOARD OF DIRECTORS MEETING AGENDA ITEM # 10

TITLE: Authorize the General Manager to Execute Amendment No. 1 to Task Order

No. 1 with Carollo Engineers for the Primary Digester No. 2 Rehabilitation

Project (This is a Motion Item)

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

Sami E. Ghossain, Technical Services Work Group Manager

Raymond Chau, CIP Team Coach Derek Chiu, Assistant Engineer

#### Recommendation

Staff recommends the Board authorize the General Manager to execute Amendment No. 1 to Task Order No. 1 with Carollo Engineers in the amount of \$38,929 to provide additional design services for the Primary Digester No. 2 Rehabilitation Project (Project).

#### **Previous Board Action**

February 25, 2019 Board Meeting – The Board authorized the General Manager to execute an agreement and Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$212,749 for the Project.

#### **Background**

In March and June 2019, JDH Corrosion Consultants, Inc. (JDH) performed a condition assessment of Thickeners Nos. 1 and 2, the Sludge Transfer Tank, and Primary Clarifiers Nos. 5 and 6. The condition assessment of Thickeners Nos. 1 and 2 and the Sludge Transfer Tank found the structural steel and concrete to be in good condition, and JDH recommended minor coating repairs on the steel components of the thickener mechanisms that will be done by staff. The condition assessment of Primary Clarifiers Nos. 5 and 6 found the clarifier

mechanisms to be in relatively good condition except for some damaged coatings on the steel components of the mechanisms. The assessment also found significant corrosion damage to portions of the concrete walkways and miscellaneous metals inside the building. Additionally, staff had separately identified some structural and mechanical improvements in Thickeners Nos. 1 and 2 that would improve the operational use of the thickener tanks and access to the equipment and process areas.

Since the above improvements are similar in nature to the scope of work of the Primary Digester No. 2 Rehabilitation Project, staff believes including them in the Project would be prudent as it would take advantage of the economy of scale of a larger construction project.

#### Amendment No. 1 to Task Order No. 1

The purpose of Amendment No. 1 is to provide design services for the following additional scope to the Project:

- 1. Modify the concrete decks of the Thickeners Nos. 1 and 2 tanks to provide better access to the thickener mechanism drives.
- 2. Apply a non-skid coating to the concrete deck of the thickener tanks.
- 3. Replace deteriorated water pipelines and hatches on the thickener tank decks.
- 4. Replace the old isolation valves on the thickener overflow pipelines.
- 5. Replace the corroded guardrail and air duct supports in the Primary Clarifiers Nos. 5 and 6 Building.
- 6. Repair the deteriorated concrete walkways and clarifier mechanism bridge platform supports.
- 7. Repair the coatings on portions of the scum piping and structural steel components of the clarifier mechanisms such as the rake and skimmer arms, center cages, drive mechanisms, and influent wells.
- 8. Replace the scum collectors at both clarifier tanks.

The additional scope of services and cost of Amendment No. 1 to Task Order No. 1 are summarized below:

Task	Task Description	Amount
1	Project Management	\$923
2	Final Design – Thickeners and Primary Clarifiers	\$38,006
Amendment Not to Exceed Amount		\$38,929

The total amounts for the Project's agreement with Carollo are summarized in the table below:

Description	Amount
Task Order No. 1 – Design	\$212,749
Amendment No. 1 to Task Order No. 1 – Additional Final	\$38,929
Design Services	
Total for this Agreement	\$251,678

The preliminary construction estimate of the improvements at Thickeners Nos. 1 and 2 and Primary Clarifiers Nos. 5 and 6 is \$600,000. The amended design fee of \$251,678 is approximately 8.4 percent of the updated preliminary construction cost estimate of \$3.0 million. Staff believes the scope and fee to be reasonable. For a project of this scope and size, staff estimated the design services to be between 9 and 12 percent of the construction cost estimate.

Carollo is scheduled to complete the design by late summer 2019, and construction is expected to begin in late fall 2019.

Staff recommends the Board authorize the General Manager to execute Amendment No. 1 to Task Order No. 1 with Carollo Engineers in the amount of \$38,929 to provide additional design services for the Primary Digester No. 2 Rehabilitation Project.

PRE/SEG/RC/DC;mb

Attachment: Amendment No. 1 to Task Order No. 1

#### PRIMARY DIGESTER NO. 2 REHABILITATION PROJECT

AMENDMENT NO. 1

TO

TASK ORDER NO. 1

TO

**AGREEMENT** 

**BETWEEN** 

UNION SANITARY DISTRICT

AND

CAROLLO ENGINEERS, INC.

**FOR** 

#### PROFESSIONAL SERVICES

This Amendment No. 1 to Task Order No. 1 (Amendment) is issued by the Union Sanitary District (District) and accepted by Carollo Engineers, Inc. (Engineer), pursuant to the mutual promises, covenants, and conditions contained in the Agreement between the above named parties dated the 25th day of February 2019, associated with the Primary Digester No. 2 Rehabilitation Project (Project).

# 1. PURPOSE

The purpose of the Amendment is to modify the original scope of work and increase the Not-to-Exceed limit for Professional Services necessary to complete additional work requested by the District that was not included in Task Order No. 1. All other terms of the original Agreement and Task Order remain unchanged.

# 2. PROJECT UNDERSTANDING

Anticipated major rehabilitation and modifications to be added under the final design are as follows:

# Thickeners No. 1 and No. 2

- Modify the deck around the thickener mechanism at Thickeners No. 1 and No. 2 to match No. 3 and No. 4.
- Add non-skid coating to the decks.
- Add minimum of two drains to the deck at each thickener for rainwater.
- Replace PVC waterline.
- Replace hatches on deck with new corrosion resistant hatches. There are also issues with it slamming shut so a locking-open hatch or a slow-close hatch may be needed.
- Replace isolation valves at the overflow lines.

# Primary Clarifiers No. 5 and No. 6

- Replace air duct supports within the building.
- Repair broken concrete by the walkway of Primary Clarifier No. 5.
- Replace/repair grated walkway platform supports for both clarifiers
- Replace guardrail where the railing is loose and caution-taped off.
- Implement recommendations from Primary Clarifiers No. 5 and No. 6 condition assessment

Condition assessment of Primary Clarifiers No. 5 and No. 6 will be completed by others and direction on which improvements to incorporate will be provided with the condition assessment report of Primary Digester No. 2. It is assumed only non-structural and minor structural repairs such as coating rehabilitation are anticipated for the mechanisms. It is assumed no major structural repairs are required.

#### 3. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District's Project Manager, Derek Chiu.

#### 4. SCOPE OF SERVICES

Amendment No. 1 amends existing *Task 1.1 – Project Management*, adds new subtask under existing *Task 2.1 - Preparation of Contract Documents*, and deletes *Task 2.2.5 – Sludge Transfer Tank* from the Engineer's Scope of Services. The task numbers in this Scope of Services are associated with the cost data presented in Exhibit A.

# **Task 1.0 – Project Management**

# <u>Task 1.1 – Project Management</u>

Engineer shall provide additional services to monitor and track overall scope, budget, and schedule for the additional rehabilitation and modifications outlined in this Amendment. Amendment No. 1 adds four hours for this task.

# Task 2.0 – Final Design

Engineer shall add the new subtask titled *Thickeners and Primary Clarifiers* under Task 2.1 that includes the scope of services as described below.

# Task 2.1 – Preparation of Contract Documents

# Thickeners and Primary Clarifiers

The following design items shall be included in the Contract Documents. Included in the following items are cost estimates and responses to 90% submittal review comments by the District. A 90% and final submittal will be produced along with cost estimates for each submittal stage.

- Thickeners No. 1 and No. 2 Deck: This item covers modifying the deck around the thickener mechanism to match Thickeners No. 3 and No. 4. Non-skid coating and minimum of two drains will be added to the decks.
- Thickeners No. 1 and No. 2 Miscellaneous: This item covers replacing existing deck hatches with new corrosion resistant slow-close hatches, replacing the PVC water line on the deck, and replacing isolation valves at the overflow lines.
- Primary Clarifiers No. 5 and No. 6: This item covers replacing the air ducts supports within the building; repairing damaged concrete at the walkways of Primary Clarifier No. 5; replacing or repairing grating platform supports on the clarifier mechanisms; replacing guardrails as needed due to safety concerns and implementing condition assessment recommendations.

#### Assumptions

- No significant modifications to Thickeners No. 1 or No. 2 mechanisms will be required to modify the deck opening.
- No electrical modifications to Thickeners No. 1 or No. 2 are required to accommodate the deck modifications.
- No significant structural repair will be required for the Primary Clarifiers No. 5 and No. 6 mechanisms.
- Primary Clarifier No. 5 and No. 6 bridge shop drawings are available.

 Approximately five sheets are required, three for the thickener improvements and two for the primary clarifier improvements. The sheets will be included in the 90% submittal for the Primary Digester 2 Rehabilitation Project.

# Task 2.2 – Optional Design Services

### Task 2.2.5 – Sludge Transfer Tank

Engineer shall delete Task 2.2.5 from Task Order No. 1. The District completed a condition assessment of the Sludge Transfer Tank and repair/replacement of the tank is not required. The task budget of \$9,792 will be deducted from the Task Order No. 1 not-to-exceed amount.

#### 5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The billing rate schedule is equivalent to an overall labor multiplier of 3.21 for office staff, including profit. Subconsultants and outside services will be billed at actual cost plus 5%; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

The not-to-exceed amount for Amendment No. 1 shall be \$38,929 bringing the new limit to \$251,678.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Design Services	\$212,749	Yes	Paul Eldredge
Amendment No. 1 to Task Order No. 1- Thickeners and Primary Clarifiers	\$38,929	Yes	Paul Eldredge
Total	\$251,678		

Primary Digester No. 2 Rehabilitation Project Amendment No. 1 to Task Order No. 1 Page 5

### 6. TIME OF COMPLETION

The Time of Completion of Task Order No. 1 is updated as follows:

- 90-Percent Design Submittal: Within three weeks of receipt of the condition assessment report of Primary Digester No. 2 (by others).
- 90-Percent Submittal Review Meeting: Within four weeks
- Final Design Submittal (1 week after receipt of 90% comments, 1-week District review period assumed): Within six weeks
- Bid Period (4 weeks): Within ten weeks
- Notice of Award (5 weeks): Within fifteen weeks

### 7. KEY PERSONNEL

There are no changes to the Engineer's personnel assigned to Task Order No. 1.

	eto have made and executed this Amendment, 2019 and therewith incorporate it
DISTRICT	ENGINEER
UNION SANITARY DISTRICT	CAROLLO ENGINEERS, INC.
By: Paul R. Eldredge, P.E. General Manager/District Engineer	By: Scott E. Parker, P.E. Senior Vice President
Date:	Date:
	By: Michael E. Dadik, P.E., S.E. Associate Vice President
	Date:

#### PRIMARY DIGESTER NO. 2 REHABILITATION PROJECT

AMENDMENT NO. 1

TO

TASK ORDER NO. 1

TO

**AGREEMENT** 

**BETWEEN** 

UNION SANITARY DISTRICT

AND

CAROLLO ENGINEERS, INC.

**FOR** 

#### PROFESSIONAL SERVICES

This Amendment No. 1 to Task Order No. 1 (Amendment) is issued by the Union Sanitary District (District) and accepted by Carollo Engineers, Inc. (Engineer), pursuant to the mutual promises, covenants, and conditions contained in the Agreement between the above named parties dated the 25th day of February 2019, associated with the Primary Digester No. 2 Rehabilitation Project (Project).

# 1. PURPOSE

The purpose of the Amendment is to modify the original scope of work and increase the Not-to-Exceed limit for Professional Services necessary to complete additional work requested by the District that was not included in Task Order No. 1. All other terms of the original Agreement and Task Order remain unchanged.

# 2. PROJECT UNDERSTANDING

Anticipated major rehabilitation and modifications to be added under the final design are as follows:

# Thickeners No. 1 and No. 2

- Modify the deck around the thickener mechanism at Thickeners No. 1 and No. 2 to match No. 3 and No. 4.
- Add non-skid coating to the decks.
- Add minimum of two drains to the deck at each thickener for rainwater.
- Replace PVC waterline.
- Replace hatches on deck with new corrosion resistant hatches. There are also issues with it slamming shut so a locking-open hatch or a slow-close hatch may be needed.
- Replace isolation valves at the overflow lines.

# Primary Clarifiers No. 5 and No. 6

- Replace air duct supports within the building.
- Repair broken concrete by the walkway of Primary Clarifier No. 5.
- Replace/repair grated walkway platform supports for both clarifiers
- Replace guardrail where the railing is loose and caution-taped off.
- Implement recommendations from Primary Clarifiers No. 5 and No. 6 condition assessment

Condition assessment of Primary Clarifiers No. 5 and No. 6 will be completed by others and direction on which improvements to incorporate will be provided with the condition assessment report of Primary Digester No. 2. It is assumed only non-structural and minor structural repairs such as coating rehabilitation are anticipated for the mechanisms. It is assumed no major structural repairs are required.

#### 3. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District's Project Manager, Derek Chiu.

#### 4. SCOPE OF SERVICES

Amendment No. 1 amends existing *Task 1.1 – Project Management*, adds new subtask under existing *Task 2.1 - Preparation of Contract Documents*, and deletes *Task 2.2.5 – Sludge Transfer Tank* from the Engineer's Scope of Services. The task numbers in this Scope of Services are associated with the cost data presented in Exhibit A.

# Task 1.0 – Project Management

# <u>Task 1.1 – Project Management</u>

Engineer shall provide additional services to monitor and track overall scope, budget, and schedule for the additional rehabilitation and modifications outlined in this Amendment. Amendment No. 1 adds four hours for this task.

# Task 2.0 – Final Design

Engineer shall add the new subtask titled *Thickeners and Primary Clarifiers* under Task 2.1 that includes the scope of services as described below.

# <u>Task 2.1 – Preparation of Contract Documents</u>

# Thickeners and Primary Clarifiers

The following design items shall be included in the Contract Documents. Included in the following items are cost estimates and responses to 90% submittal review comments by the District. A 90% and final submittal will be produced along with cost estimates for each submittal stage.

- Thickeners No. 1 and No. 2 Deck: This item covers modifying the deck around the thickener mechanism to match Thickeners No. 3 and No. 4. Non-skid coating and minimum of two drains will be added to the decks.
- Thickeners No. 1 and No. 2 Miscellaneous: This item covers replacing existing deck hatches with new corrosion resistant slow-close hatches, replacing the PVC water line on the deck, and replacing isolation valves at the overflow lines.
- Primary Clarifiers No. 5 and No. 6: This item covers replacing the air ducts supports within the building; repairing damaged concrete at the walkways of Primary Clarifier No. 5; replacing or repairing grating platform supports on the clarifier mechanisms; replacing guardrails as needed due to safety concerns and implementing condition assessment recommendations.

#### Assumptions

- No significant modifications to Thickeners No. 1 or No. 2 mechanisms will be required to modify the deck opening.
- No electrical modifications to Thickeners No. 1 or No. 2 are required to accommodate the deck modifications.
- No significant structural repair will be required for the Primary Clarifiers No. 5 and No. 6 mechanisms.
- Primary Clarifier No. 5 and No. 6 bridge shop drawings are available.

Primary Digester No. 2 Rehabilitation Project Amendment No. 1 to Task Order No. 1 Page 4

 Approximately five sheets are required, three for the thickener improvements and two for the primary clarifier improvements. The sheets will be included in the 90% submittal for the Primary Digester 2 Rehabilitation Project.

# Task 2.2 – Optional Design Services

### Task 2.2.5 – Sludge Transfer Tank

Engineer shall delete Task 2.2.5 from Task Order No. 1. The District completed a condition assessment of the Sludge Transfer Tank and repair/replacement of the tank is not required. The task budget of \$9,792 will be deducted from the Task Order No. 1 not-to-exceed amount.

#### 5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The billing rate schedule is equivalent to an overall labor multiplier of 3.21 for office staff, including profit. Subconsultants and outside services will be billed at actual cost plus 5%; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

The not-to-exceed amount for Amendment No. 1 shall be \$38,929 bringing the new limit to \$251,678.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Design Services	\$212,749	Yes	Paul Eldredge
Amendment No. 1 to Task Order No. 1- Thickeners and Primary Clarifiers	\$38,929	Yes	Paul Eldredge
Total	\$251,678		

Primary Digester No. 2 Rehabilitation Project Amendment No. 1 to Task Order No. 1 Page 5

### 6. TIME OF COMPLETION

The Time of Completion of Task Order No. 1 is updated as follows:

- 90-Percent Design Submittal: Within three weeks of receipt of the condition assessment report of Primary Digester No. 2 (by others).
- 90-Percent Submittal Review Meeting: Within four weeks
- Final Design Submittal (1 week after receipt of 90% comments, 1-week District review period assumed): Within six weeks
- Bid Period (4 weeks): Within ten weeks
- Notice of Award (5 weeks): Within fifteen weeks

### 7. KEY PERSONNEL

There are no changes to the Engineer's personnel assigned to Task Order No. 1.

	eto have made and executed this Amendment, 2019 and therewith incorporate it
DISTRICT	ENGINEER
UNION SANITARY DISTRICT	CAROLLO ENGINEERS, INC.
By: Paul R. Eldredge, P.E. General Manager/District Engineer	
Date:	Date:
	By: Michael E. Dadik, P.E., S.E. Associate Vice President
	Date:

#### PRIMARY DIGESTER NO. 2 REHABILITATION PROJECT TASK ORDER 1 AMENDMENT 1 EXHIBIT A - LABOR AND BUDGET ESTIMATE UNION SANITARY DISTRICT

										Other Direct Costs (ODC)						
		SP	LPP	P	AP	CAD	WP	Total	Labor	Subcons	sultants	PECE	Mi	leage	ODC	Total
	Task Description	\$320	\$270	\$185	\$150	\$145	\$130	Hours	Cost	Name	Amount	\$12.00	Trips	Amount	Total	Cost
1.0	Project Management															
	1.1 - Project Management	1	0	3	0	0	0	4	\$875			\$48			\$48	\$923
	Total:	1	0	3	0	0	0	4	\$875			\$48	0	\$0	\$48	\$923
2.0	Final Design 2.1 - Preparation of Contract Documents Thickener 1 & 2 structural modifications (modify the deck, non-skid coating, new hatches)	1	12	48	4	24	4	93	\$17,040			\$1,116			\$1,116	\$18,156
	Thickener 1&2 mechanical modifications (PVC waterline, drains, isolation valves)	1	8	24	4	16	2	55	\$10,100			\$660			\$660	\$10,760
	PC 5&6 modifications (air duct supports, broken concrete, guardrail, walkway grating, mechanism improvements)	2	12	48	4	28	2	96	\$17,680			\$1,152	1	\$50	\$1,202	\$18,882
	2.2 - Optional Design Services 2.2.5 - Sludge Transfer Tank	-1	-2	-13	-14	-25	-1	-56	-\$9,120			-\$672			-\$672	-\$9,792
	Total		30	107	-2	43	7	188	\$35,700		\$0	\$2,256	1	\$50	\$2,306	\$38,006
	Grand Total:	4	30	110	-2	43	7	192	\$36,575		\$0	\$2,304	1	\$50	\$2,354	\$38,929

Legend: SP Senior Professional - Parker

LPP Lead Project Professional - Dadik, Gupta

P Professional - Gherini, Chaggar
AP Assistant Professional - Eve, Hardy, Casler

CAD CAD Drafter/Graphics

WP Word Processor

Notes:

- 1. Mult. 3.21
- 2. Mileage: Based on 85 miles round trip @ \$0.58/mile.
- 3. Subconsultant has a 5% mark-up.
- 4. Beecher E&IC \$200/hr.
- 5. PECE Project equipment and communication expense



#### Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy
Attorney

# JULY 22, 2019 BOARD OF DIRECTORS MEETING AGENDA ITEM # 11

TITLE: Authorize the General Manager to Execute a Lease Agreement with the

California State Lands Commission for the Emergency Outfall Improvements

Project (This is a Motion Item)

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

Sami E. Ghossain, Technical Services Work Group Manager

Raymond Chau, CIP Team Coach Andrew Baile, Assistant Engineer

#### Recommendation

Staff recommends the Board authorize the General Manager to execute a lease agreement with the California State Lands Commission for the for the Emergency Outfall Improvements Project located along the Old Alameda Creek Flood Control Channel in the City of Union City.

#### **Previous Board Action**

None.

## **Background**

# WWTP Final Effluent System

The District's Alvarado Effluent Pump Station (AEPS) normally pumps the final effluent from the Alvarado Wastewater Treatment Plant (WWTP) to the East Bay Dischargers Authority (EBDA) system where the combined effluent from the EBDA agencies is dechlorinated and discharged from the EBDA Common Outfall to Lower San Francisco Bay. The District has an NPDES permit to discharge final effluent to Old Alameda Creek during wet weather and when the capacity of the EBDA system is maximized. Final effluent is conveyed from the AEPS to the

Agenda Item No. 11 Meeting of July 22, 2019 Page 2

south channel of Old Alameda Creek, located west of the WWTP, through the Emergency Outfall pipeline that varies in diameter between 30 and 60 inches. A system of valves and piping located at the WWTP control the flow through the Emergency Outfall flap gate and into the creek. The District doses calcium thiosulfate to dechlorinate the final effluent prior to discharging to the creek. Figure 1 shows a site plan of the WWTP final effluent system.

Because the creek is influenced by the tidal cycle, the Emergency Outfall flap gate is submerged below water during high tides and is exposed during low tides. This presents a maintenance issue as the water brings in sediment that routinely buries the flap gate and promotes vegetation growth, which then impedes the operation of the flap gate. The District currently inspects the flap gate every month and schedules staff to clear the sediment and vegetation growth when necessary. Figures 2 and 3 show the current Emergency Outfall flap gate.

The purpose of the Emergency Outfall Improvements Project (Project) is to make improvements to the Emergency Outfall to reduce the maintenance activities associated with the flap gate and increase the reliability of the Emergency Outfall operation during wet weather events.

# Emergency Outfall Pipeline Routing

The Emergency Outfall pipeline exits the WWTP at the northwest corner of the property and crosses the private parcel owned by Bertelson Pre Cast Steps Inc. and the levee road owned by the Alameda County Flood Control & Water Conservation District (ACFC & WCD) before extending into the Old Alameda Creek.

The Project will raise the existing pipeline above the high tide to address current and future maintenance issues, install a redundant pipeline, and construct a new concrete apron structure at the outlet of the raised pipelines. The concrete structure is designed to include an access stairway to provide staff a safe method to collect samples when discharging to the creek during wet weather events and will include a rip-rap chute to provide erosion protection of the creek bank. Portions of the outfall and redundant pipelines and concrete apron structure will extend into the bank of the Old Alameda Creek which is designated State Lands managed by the California State Lands Commission (SLC).

In order to construct the Project, staff negotiated a lease agreement with the SLC granting permission for the pipelines and structure to be located at the Old Alameda Creek. In general, the SLC only grants lease agreements for encroachments across State Lands. The lease was approved at the June 28, 2019 California State Lands Commission meeting. The lease has a 25-year term with no monetary consideration at this time.

Staff is negotiating with ACFC & WCD and Bertelson Pre Cast Steps Inc. on new easements for the pipelines and concrete outlet structure and will bring them to the Board for consideration at a future meeting.

Agenda Item No. 11 Meeting of July 22, 2019 Page 3

Staff recommends the Board authorize the General Manager to execute the lease agreement with the California State Lands Commission for the use, operation, and maintenance of an existing 48-inch-diameter reinforced concrete emergency outfall pipeline, concrete outlet structure, access stairway, riprap chute, and temporary sheet pile coffer dam located along the Old Alameda Creek Flood Control Channel in the City of Union City.

PRE/SEG/RC/AB;mb

Attachments: Figure 1 – WWTP Final Effluent System

Figures 2 and 3 – Current Emergency Outfall Flap Gate

**SLC Lease Agreement** 

Figure 1: Site Plan



Alvarado WWTP Final Effluent System

Figure 2: Emergency Outfall Improvements Site Location



Inset pictures show emergency outfall flap gate under current high and low tide conditions. Both photographs taken September 13, 2016.

Figure 3: Existing Outfall Flap Gate



The 2016 photograph was taken after maintenance had been performed, which included exercising of the flap gate and clearing of surrounding sediment. The 2017 photograph shows the current condition of the flap gate.

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

# STATE OF CALIFORNIA OFFICIAL BUSINESS

Document entitled to free recordation pursuant to Government Code Section 27383

	SPACE ABOVE	THIS LINE	FOR	RECORDER'S	USI
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A.P.N. 482-22-6-5, 482-80-3

County: Alameda

W 27235

L	EA	SE	NO.	<b>PRC</b>	
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This Lease consists of this summary and the following attached and incorporated parts:

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

# **SECTION 1**

# **BASIC PROVISIONS**

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

MAILING ADDRESS: 5072 Benson Road

Union City, CA 94587

**LEASE TYPE:** General Lease – Public Agency Use

**LAND TYPE:** Sovereign

**LOCATION:** Alameda Creek Flood Control Channel, adjacent to Assessor's Parcel

Numbers 482-22-6-5 and 482-80-3, Union City, Alameda County, as described in Exhibit A attached and by this reference made a part hereof.

**LAND USE OR PURPOSE:** Use, operation, and maintenance of an existing 48-inch-diameter reinforced concrete emergency outfall pipeline, concrete outlet structure, access stairway, riprap chute and temporary sheet pile coffer dam.

**TERM:** 25 years; beginning June 28, 2019; ending June 27, 2044, unless sooner terminated as provided under this Lease.

**CONSIDERATION:** The public use and benefit, with the Lessor reserving the right at any time to set a monetary rent if the Lessor finds such action to be in the State's best interests, and subject to modification by Lessor as specified in Paragraph 3(c) of Section 3 - General Provisions.

**AUTHORIZED IMPROVEMENTS:** A 48-inch-diameter reinforced concrete emergency outfall pipeline, concrete outlet structure, access stairway, riprap chute and temporary sheet pile coffer dam.

X **EXISTING:** A 48-inch-diameter reinforced concrete emergency outfall pipeline.

<u>X</u> TO BE CONSTRUCTED: Concrete outlet structure, access stairway, riprap chute and temporary sheet pile coffer dam.

LIABILITY INSURANCE: N/A

SURETY BOND OR OTHER SECURITY: N/A

# SECTION 2 SPECIAL PROVISIONS

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

1. In issuing this Lease and authorizing the use, operation, and maintenance of the authorized improvements as described in Section I, Lessor is relying on the information and data provided by the Lessee in its application and accompanying materials. It is the responsibility of the Lessee to ensure that the information provided is accurate. If the information and data prove to be false, materially incomplete, or inaccurate, this Lease may be modified, suspended, or revoked, in whole or in part.

- 2. Lessor shall have the right, at any time, and from time to time, upon reasonable prior notice to the Lessee, to examine all records and data associated with the facilities within the Lease Premises.
- 3. Lessee shall not interfere with or otherwise cause to restrict the public's access, use, and enjoyment of any areas of state-owned lands or public easements within or adjacent to the Lease Premises or Project area except as necessary to ensure public safety during Project construction.
- 4. All future replacements, repairs or structural modifications of any facilities including outfall pipelines within the Lease Premises shall require prior review and approval of Lessor. In the event of any emergency structural modification (e.g. catastrophic damage, failure of the outfall pipeline) requiring immediate action, telephone contact may be made through Lessor's 24-hour emergency response number (562) 590-5201.
- 5. Lessee shall maintain a current National Pollutant Discharge Elimination System (NPDES) permit during the term of the Lease.
- 6. Any equipment to be used on the Lease Premises is limited to that which is directly required to perform the authorized use and does not include any equipment that may cause damage to the Lease Premises.
- 7. All personal property, tools, equipment, or other materials taken onto or placed within the Lease Premises or lands subject to Lessor's jurisdiction shall remain the property of the Lessee and/or its authorized contractors (collectively, Lessee). Such property shall be promptly removed from these lands upon completion of the project. The Lessor does not accept any responsibility for any damage, including damages to any property, including equipment, tools, machinery, or other materials placed on the Lease Premises.
- 8. No vehicle or equipment refueling, maintenance, or repairs are permitted within the Lease Premises or lands subject to Lessor's jurisdiction.
- 9. All waste material and debris created by Lessee shall be promptly and entirely removed from the Lease Premises and lands subject to Lessor's jurisdiction.
- 10. Within 60 days of the project completion, Lessee shall provide Lessor post-construction documents including:
  - a. A set of "as built" construction plans, certified (stamped, signed, and dated) by a California registered Civil/Structural Engineer, showing all design changes or other amendments to the construction as originally approved for the project including but not limited to retirement of a portion of the existing 48-inch-diameter outfall pipeline (retired pipeline segment) and construction of the new concrete outlet structure and appurtenant facilities.
  - b. Documents confirming post-construction site cleanup and restoration.
- 11. Consistent with Section 3, Paragraph 5 of this lease, decommissioning, abandonment, or removal of any facilities not specifically authorized by this lease within the Lease Premises shall require prior review and approval of Lessor, and any such activities shall comply with the California Environmental Quality Act.

- 12. Lessee shall conduct post-construction surveys of the retired pipeline segment at a frequency and duration mutually agreed between Lessor and Lessee. Copies of such survey results and reports including findings shall be submitted promptly to Lessor at no cost to Lessor.
- 13. Consistent with Section 3, Paragraph 13 of this lease, upon expiration or sooner termination of this Lease, Lessee must remove any and all improvements Lessee constructed upon the Lease Premises, including but not limited to the retired pipeline segment.
- 14. Lessee acknowledges that the Lease Premises and adjacent upland are located in an area that may be subject to effects of climate change, including sea-level rise. To prepare for the potential effects of sea-level rise, including flood damage, erosion damage, tsunamis, and damage from waves and storm-created debris, the Lessee acknowledges and agrees to the following:
  - a. Hazards associated with sea-level rise may require additional maintenance or protection strategies regarding the improvements on the Lease Premises.
  - b. Consistent with Section 3, Paragraph 8, the Lessee assumes the risks associated with such potential hazards and agrees to be solely responsible for all damages, costs, and liabilities arising as a result of the impacts of such hazards on the Lease Premises. Any additional maintenance or protection strategies necessitated by such hazards may require additional approval by Lessor pursuant to Section 3, Paragraph 5(a) and be subject to environmental review.

/

#### **SECTION 3**

#### GENERAL PROVISIONS

#### 1. GENERAL

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

#### 2. **DEFINITIONS**

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

- "Additions" shall be defined as any use or Improvements other than those expressly authorized in this Lease.
- "Alterations" shall be defined as any material change in the size, scope, density, type, nature, or intensity of Improvements on the Lease Premises from what is authorized in this Lease. Alterations shall also include any modifications, alterations, or renovations of the land or waterways on the Lease Premises other than those authorized by this Lease.
- "Breach" shall be defined as a party's unjustified or unexcused nonperformance of a contractual duty the party is required to immediately perform.
- "Damages" shall include all liabilities, demands, claims, actions or causes of action whether regulatory, legislative or judicial in nature; all assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) costs and expenses incurred to bring the Lease Premises into compliance with Environmental Laws, a court order, or applicable provisions of a Regulatory Agency. The term "Damages" also includes, expressly, those Damages that arise as a result of strict liability, whether arising under Environmental Laws or otherwise.
- "Default" shall be defined as a material Breach of magnitude sufficient to justify termination of the Lease.
- "Environmental Law" shall be defined as and include all federal, state, and local environmental, health, and safety laws, statutes, ordinances, regulations, rules, judgments, orders, and notice requirements, which were in effect as of the date of execution of this Lease or are subsequently enacted and lawfully applied hereto, which regulate or relate to (a) the protection or clean-up of the environment; (b) the use, treatment, storage, transportation, handling or disposal of hazardous, toxic or otherwise dangerous substances, wastes or materials; (c) the quality of the air and the discharge of airborne wastes, gases, particles, or other emissions; (d) the preservation or protection of waterways, groundwater, or drinking water; (e) the health and safety of persons or property; or (f) impose liability with respect to any of the foregoing, including without limitation, the California Environmental Quality Act (CEQA) [PRC §§ 21000 et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 et seq.]; the Clean Air Act [42 USCS §§ 7401 et seq.]; the Safe Drinking Water Act [42 USCS §§ 300f et seq.]; the Solid Waste Disposal Act [42 USCS §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USCS §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 et seq.]; the California Hazardous Substances Account Act [H & S C §§ 25300 et seq.]; the California Hazardous Waste Control Act [H & S C §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Water C §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above.

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

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

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

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

is authorized by this Lease.

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

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

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

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

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

#### 3. CONSIDERATION

#### (a) Absolute Triple Net Lease

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

#### (b) Rent

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

### (c) Modification

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

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

# (d) Penalty and Interest

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

# (e) Non-Monetary Consideration

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

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

#### (f) Place for Payment of Rent

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

#### 4. BOUNDARIES

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

#### 5. LAND USE

#### (a) General

- (1) Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the Improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later.
- (2) All demolition, construction, remodeling, reconstruction, maintenance, repairs, removal, or remediation performed on the Lease Premises at any time by Lessee shall first be authorized by all appropriate Regulatory Agencies. Lessee is solely responsible for determining what approvals, authorizations, or certifications are required, and shall be solely responsible for all costs incurred thereby. In addition, Lessee shall obtain and comply with preventative or remedial measures required by any environmental reports, assessments, or inspections, including, but not limited to those required by the California Environmental Quality Act and/or the National Environmental Policy Act, or as otherwise required by law or reasonably requested by Lessor. Nothing in this Lease shall be interpreted as a pre-approval of any permit, certification, or any other precondition required for the use of the Lease Premises.

#### (b) Continuous Use

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

#### (c) Repairs and Maintenance

- (1) Lessor shall not be required to make any Repairs in, on, or about all or part of the Lease Premises. Lessee shall, at all times during the term of this Lease and without any cost or expense to Lessor, keep and maintain the Lease Premises, including all Improvements, in good order and repair and in a clean, safe, sanitary, and orderly condition.
- (2) Lessee shall make, or cause to be made, any Repairs which may be required by any Regulatory Agency. Lessee shall observe and comply with, any law, statute, ordinance, plan, regulation, resolution, or policy applicable to the Lease Premises in making such Repairs. All work shall be performed with reasonable diligence, completed within a reasonable time, and performed at the sole cost and expense of Lessee.
- (3) Lessee expressly accepts the Lease Premises "as is" and expressly acknowledges that:
  - (i) Lessor has made no representations or warranties as to the suitability of the Lease Premises for any Improvements. Lessee shall conduct all tests necessary to determine the suitability of the Lease Premises for any proposed use or Improvements authorized; and
  - (ii) Lessor has made no representations or warranties as to the quality or value of any Improvements found on the Lease Premises, or of their conformity to any applicable building codes, zoning ordinances, or other regulations. Lessee agrees to inspect any preexisting Improvements at its own cost to determine whether such Improvements are safe and suitable for the

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Lessee's intended use; and

- (iii) Lessee shall neither be entitled to any reduction in rent, nor any extension of the terms of this Lease because of damage to or destruction of any Improvements on the Lease Premises.
- (iv) Lessee and Lessor agree that any Improvements on the Lease Premises constitute the personal property of Lessee and that fixture law does not apply.
- (4) In the event that the Lease Premises is partly, or in whole, comprised of tidal, submerged, or waterfront property, Lessee expressly accepts the hazards involved in using or improving such lands. Lessor is not responsible for, and Lessee shall not be reimbursed for nor receive any offset of rent for, any damages or reduced use of the Lease Premises caused by: local or invasive flora or fauna, flooding, erosion, sea level rise, storms, freezing, inclement weather of any kind, acts of god, maintenance or failure of protective structures, and any other such hazards.

#### (d) Additions, Alterations, and Removal

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

#### (e) Enjoyment

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

#### (f) Discrimination

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

#### (g) Residential Use

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

#### (h) Commercial Use

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

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

#### (a) Reservations

- (1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber, minerals, and geothermal resources as defined under Public Resources Code sections 6401, 6407, and 6903, respectively; the right to grant and transfer the same; as well as the right to grant leases in and over the Lease Premises which may be necessary or convenient for the extraction of such natural resources. Such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (2) Lessor expressly reserves a right to go on the Lease Premises and all Improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.
- (3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

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

#### (b) Encumbrances

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

#### 7. RULES, REGULATIONS, AND TAXES

- (a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any Regulatory Agency. Occupancy or use of the Lease Premises provides no exemption from applicable regulations including, but not limited to, federal, state, county and local regulations, regulations promoting public health, safety, or welfare, building codes, zoning ordinances, and sanitation regulations. Lessee expressly acknowledges that Regulatory Agencies have jurisdiction over the Lease Premises unless such laws are in direct conflict with state law or public trust principles.
- (b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements. Lessee expressly acknowledges that issuance of this Lease does not substitute for, or provide preference in obtaining authorizations from other Regulatory Agencies.

#### (c) Taxes

- (1) In addition to the rent due under this Lease, Lessee accepts responsibility for and shall pay any and all real and personal property taxes, including possessory interest taxes, assessments, special assessments, user fees, service charges, and other charges of any description levied, imposed on, assessed, or associated with the leasehold interest, Improvements on the Lease Premises, any business or activity occurring on the Lease Premises, the Lease Premises itself, or any portion thereof, levied by any governmental agency or entity. Such payment shall not reduce rent due Lessor under this Lease and Lessor shall have no liability for such payment.
- (2) In the event that this Lease commences, terminates or expires during a tax year, Lessee shall pay the taxes for the period of such year during which this Lease was in effect.
- (3) Any and all taxes and assessments and installments of taxes and assessments required to be paid by Lessee under this Lease shall be paid when due and the official and original receipt for the payment of such tax, assessment, or installment shall be delivered to Lessor upon request.
- (4) Lessee shall indemnify and hold Lessor, the Lease Premises, and any Improvements now or hereafter located thereon, free and harmless from any liability, loss, or Damages resulting from any taxes, assessments, or other charges required by this Lease to be paid by Lessee and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

#### 8. INDEMNITY

- (a) Lessee's use of the Lease Premises and any Improvements thereon is at Lessee's sole and exclusive risk.
- (b) In addition to any other obligation to indemnify Lessor as otherwise provided in this Lease, except to the extent caused by the sole negligence and/or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises. Lessee shall reimburse Lessor in full for all reasonable costs and attorneys' fees, specifically including, without limitation, any Damages arising by reason of: (1) The issuance, enjoyment, interpretation, Breach, or Default of this Lease; (2) The challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) The death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lease Premises, or with any of the Improvements or personal property on the Lease Premises; (4) The condition of the Lease Premises, or Improvements on the Lease Premises; (5) An act or omission on the Lease Premises by Lessee or any person in, on, or about the Lease Premises; (6) Any work performed on the Lease Premises or material furnished to the Lease Premises; (7) Lessee's failure to comply with any material legal or other requirement validly imposed on Lessee or the Lease Premises by a Regulatory Agency.
- (c) The reimbursement provisions of this Paragraph 8 shall not apply to any claims, litigation, or other actions which may be brought by either Lessee or Lessor against each other.
- (d) Nothing in this paragraph shall be construed as requiring that Lessor defend itself against all or any aspect of any challenge to this Lease or any associated environmental review. However, Lessee may take whatever legal action is available to it to defend this

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Lease or any associated environmental review against any challenge by a third party, whether or not Lessor chooses to raise a defense against such a challenge.

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

## 9. INSURANCE

- (a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements.
- (b) The insurance policy shall identify the Lease by its assigned number. The specific Improvements shall also be generally identified, as well as their location on state owned property. The coverage provided shall be primary and non-contributing. Lessee shall keep such policy current. Lessor shall be named as a "certificate holder" and/or an "additional interest" on the policy. Lessee shall provide Lessor with a current certificate of insurance at all times. At Lessor's request, Lessee shall provide a full copy of the current insurance policy, along with any and all endorsements or other such documents affecting the coverage. Lessor will not be responsible for any premiums or other assessments on the policy.
- (c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee shall notify Lessor within five (5) business days if the insurance is canceled for any reason.

#### 10. SURETY BOND

- (a) When required by Section 1 of this Lease, Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California, California State Lands Commission as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.
- (b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need for security. The surety bond or other security device may be increased on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of the bond or security is considered, or thirty (30) days' notice prior to the effective date of the increase, whichever provides more notice.
- (c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee must first seek approval of Lessor before changing the type of security device used, or the bond holder.

#### 11. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

- (a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.
  - (1) Notwithstanding the foregoing prohibition against transfer and assignment, the Lease may be transferred by Lessee if the transfer is caused by the death of a spouse and the full interest of the deceased spouse is transferred to a surviving spouse; or the transfer is caused by the dissolution of the marriage of Lessee and the full interest of one of the spouses is transferred to the other spouse. In the event of such a transfer, Lessor shall be notified in writing within 30 days of the transfer.
  - (2) Notice to Lessor of Successor Trustee(s): In the event this Lease is held in trust, and the Lessee is a trustee thereof, the substitution or succession of a new trustee shall not be an assignment or transfer for the purposes of this Paragraph. Lessee (and by operation of law, any successor trustee) agrees to provide prompt notice to Lessor of any succession or substitution of trustee in accordance with Paragraph 16(c) of General Provisions, no later than sixty (60) days after the named trustee as appears on the face of this Lease becomes unable or ceases to serve as trustee for any reason.
- (b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:
  - (1) If Lessee is a business entity, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other

transfer of substantially all the assets of Lessee. If Lessee is a publicly traded entity, transfers of interests in Lessee shall not constitute an assignment requiring the consent of Lessor.

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

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

#### 12. DEFAULT AND REMEDIES

## (a) Default

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

- (1) Lessee's failure to make any payment of rent, royalty, or other consideration as required under this Lease; or
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease; or
- (3) Lessee's abandonment of the Lease Premises (including the covenant for continuous use as provided for in Paragraph 5(b)) during the Lease term; or
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements; or
- (5) The maintenance of the Lease Premises in violation of, or failure to comply with, any applicable provisions of any Regulatory Agency, Environmental Law, or maintenance of the Lease Premises in a condition constituting nuisance; or
- (6) Lessee's Failure to commence to construct and to complete construction of the Improvements authorized by this Lease within the time limits specified in this Lease.
- (7) Lessee is found to sublet or otherwise surrender daily management and control of the Lease Premises to a third party without the knowledge, expressed written consent or authorization of the Lessor.
- (b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice shall constitute a Default of this lease. However, if the nature of Lessee's Default under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in Default if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.
- (c) Should Lessee Breach any term, covenant, or condition of this Lease under Paragraph 12(b) above three (3) times in any three hundred and sixty-five (365) day period, the third Breach will be a Default under this Lease and Lessor will be entitled to immediately terminate this Lease, and take other appropriate action. Lessor will provide written notice of each Breach as provided above, and provide written notice that future Breaches will constitute immediate Default with no cure period.

#### (d) Remedies

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

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

#### (e) Determination of Rental Value

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

# (f) Waiver of Rights

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

#### 13. RESTORATION OF LEASE PREMISES AND ENVIRONMENTAL MATTERS

#### (a) Restoration of Lease Premises

- (1) Upon expiration or sooner termination of this Lease, Lessee must immediately surrender possession of the Lease Premises to Lessor. Prior to the time of surrender, Lessee must remove all or any Improvements together with the debris and all parts of any such Improvements at its sole expense and risk, regardless of whether Lessee actually constructed or placed the Improvements on the Lease Premises; or Lessor, at its sole and absolute discretion, may itself remove or have removed all or any portion of such Improvements at Lessee's sole expense. Lessor may waive all or any part of this obligation in its sole discretion if doing so is in the best interests of the State.
- (2) As a separate and related obligation, Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to the installation or construction of any Improvements. For purposes of this Lease, restoration includes removal of any landscaping; removal of any Hazardous Materials; and to the extent possible, undoing any grading, fill, excavation, or similar alterations of the natural features of the Lease Premises. Lessor may waive all or any part of this obligation in its sole and absolute discretion.
- (3) Unless otherwise provided for in this Lease, Lessee shall submit to Lessor no later than one (1) year prior to the expiration of this Lease either: (a) an application and minimum expense deposit for a new lease for the continued use of the Lease Premises, or (b) a plan for the restoration of the Lease Premises to be completed prior to the expiration of the lease term together with a timeline for obtaining all necessary permits and conducting the work prior to the expiration of this Lease.
- (4) In removing any or all Improvements, or conducting any restoration work, Lessee shall be required to obtain any permits or other governmental approvals as may then be required by any Regulatory Agency, including, without limitation, any Environmental Law.
- (5) Lessor may, upon written notice, in its sole and absolute discretion, accept title to any or all Improvements at the termination of this Lease. Lessor shall notify Lessee that Lessor intends to take title to any or all Improvements within six (6) months of Lessee submitting a plan for restoration under Paragraph 13(a)(3)(b) above. If Lessor elects to take title to any such Improvements, Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such Improvements to Lessor free and clear of any liens, mortgages, loans, or any other encumbrances. Lessor shall not pay, and Lessee shall not be entitled to compensation for Lessor's taking title to such property.

#### (b) Environmental Matters

- (1) Lessee's Obligations:
  - (i) Lessee will not use, occupy, or permit any portion of the Lease Premises to be used or occupied in violation of any Environmental Law. Lessee shall not manufacture or generate or store Hazardous Material on the Lease Premises unless specifically authorized under other terms of this Lease.
  - (ii) Lessee shall practice conservation of water, energy, and other natural resources.
  - (iii) Lessee shall notify Lessor and the appropriate governmental emergency response agency, or agencies immediately in the event of any release or threatened release of any Hazardous Material.
- (2) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of Hazardous Material generated, used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee

shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency or agencies and shall further be responsible for removing or taking other appropriate remedial action regarding such Hazardous Material in accordance with applicable Environmental Law.

#### (3) Environmental Indemnity.

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

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

#### 14. QUITCLAIM

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

#### 15. HOLDING-OVER

- (a) This Lease shall terminate without further notice upon the expiration of the term of this Lease. Lessee shall have removed any Improvements and completed any restoration as required by Lessor prior to the expiration of this Lease, and shall surrender possession of the Lease Premises. Any failure by the Lessee to remove Improvements, restore the Lease Premises, and/or surrender possession of the Lease Premises at the expiration or sooner termination of this Lease shall not constitute a renewal or extension and shall not give Lessee any rights in or to the Lease Premises or any part thereof except as expressly provided in this Lease. Lessee shall be deemed in unlawful detainer of the Lease Premises and Lessor shall be entitled to all resulting legal remedies.
- (b) Lessor may, in its sole discretion, choose to accept Rent for the Lease Premises instead of immediately taking legal action to recover possession of the Lease Premises. Any tenancy created by operation of law on Lessor's acceptance of rent shall be deemed a month-to-month tenancy regardless of what sum or sums Lessee delivers to Lessor. Except as set forth below, any subsequent tenancy created in this manner shall be on the same terms, covenants, and conditions set forth in this Lease insofar as such terms, covenants, and conditions can be applicable to a month-to-month tenancy
- (c) In recognition of the increased accounting, land management, and supervisory staff time required for month-to-month tenancies, the rent for each month or any portion thereof during such holdover period may be an amount equal to one hundred fifty percent (150%) of one-twelfth (1/12) of the total compensation for the most recent year paid. In the event this Lease does not require monetary compensation, Lessor shall have the right to establish rent based on the fair market value of the Lease Premises. The month-to-month tenancy may be terminated by Lessee or Lessor upon thirty (30) calendar days' prior written notice to the other.

#### 16. ADDITIONAL PROVISIONS

#### (a) Waiver

- (1) No term, covenant, or condition of this Lease and no omission, neglect, Default or Breach of any such term, covenant or condition shall be deemed to have been waived by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing. No delay or omission of Lessor to exercise any right or power arising from any omission, neglect, Default or Breach of term, covenant, or condition of this Lease shall be construed as a waiver or any acquiescence therein.
- (2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition; of any successive Breaches of the same term, covenant, or condition; or of any other Default or Breach of any term, covenant or condition of this Lease.

## (b) Time

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

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#### (c) Notice

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

#### (d) Consent

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

# (e) Changes

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

#### (f) Successors

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

#### (g) Joint and Several Obligation

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

#### (h) Captions

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

#### (i) Severability

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

### (j) Representations

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

#### (k) Gender and Plurality

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

#### (1) Survival of Certain Covenants

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

# (m) Counterparts

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

#### (n) Delegation of Authority

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

# STATE OF CALIFORNIA - STATE LANDS COMMISSION

#### LEASE NO. PRC

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

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

LESSEE:	LESSOR:
UNION SANITARY DISTRICT	STATE OF CALIFORNIA STATE LANDS COMMISSION
By:PAUL R. ELDREDGE	By:
Title: GENERAL MANAGER	Title:
Date:	Date:
ATTACH ACKNOWLEDGMENT	Execution of this document was authorized by the California State Lands Commission on
	(Month Day Year)

## **EXHIBIT A**

W 27235

#### LAND DESCRIPTION

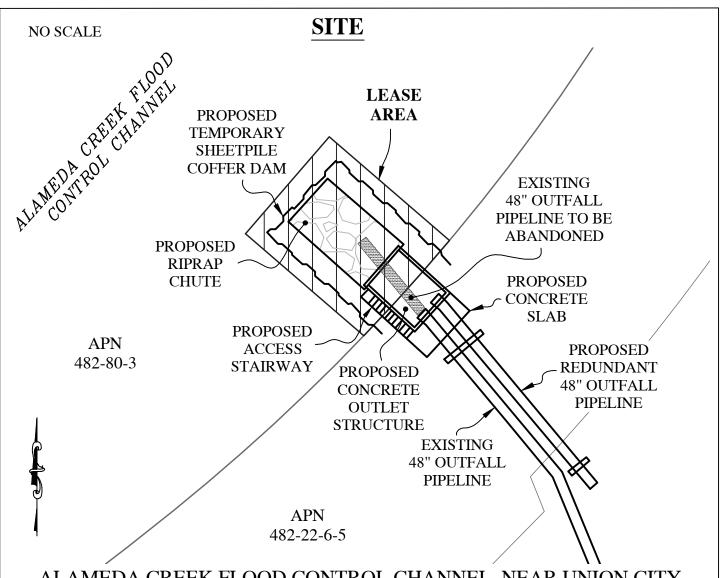
A parcel of land being a portion of Parcel One as described in that certain deed recorded January 14, 1963, from LESLIE SALT CO., a Delaware corporation to STATE OF CALIFORNIA, in Reel 770, Image 630, Alameda County Records, situate in the County of Alameda, State of California, and being more particularly described as follows:

COMMENCING at the northeast corner of said Parcel One; thence along the easterly and southeasterly boundary of said Parcel One, South 21°24'19" West 1453.67 feet; thence to the left along the arc of a 1585.00 foot radius curve, having a central angle of 21°24'19", and an arc length of 592.14 feet; thence South 1693.73 feet; thence to the right along the arc of a 785.00 foot radius curve, having a central angle of 40°05'34", and an arc length of 549.30 feet to the POINT OF BEGINNING; thence leaving said boundary, North 49°13'39" West 62.00 feet; thence South 40°46'21" West 50.00 feet; thence South 49°13'39" East 61.00 feet to a point on the southeasterly boundary of said Parcel One; thence along said boundary, to the left along the arc of a non-tangent 785.00 foot radius curve, having a radial bearing of South 46°15'23" East, a central angle of 3°39'03", and an arc length of 50.02 feet, to the point of beginning.

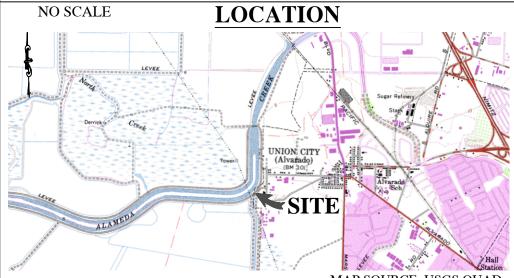
#### **END OF DESCRIPTION**

Prepared 04/23/2019 by the California State Lands Commission Boundary Unit.





# ALAMEDA CREEK FLOOD CONTROL CHANNEL, NEAR UNION CITY



MAP SOURCE: USGS QUAD

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

# **Exhibit B**

W 27235 UNION SANITARY DISTRICT APNs 482-22-6-5 & 482-80-3 GENERAL LEASE -PUBLIC AGENCY USE ALAMEDA COUNTY



133 of 251

# EXHIBIT C CALIFORNIA STATE LANDS COMMISSION MITIGATION MONITORING PROGRAM

## **EMERGENCY OUTFALL IMPROVEMENTS PROJECT**

(W27235, State Clearinghouse No. 2018062006)

The California State Lands Commission (Commission or CSLC) is a responsible agency under the California Environmental Quality Act (CEQA) for the Emergency Outfall Improvements Project (Project). The CEQA lead agency for the Project is Union Sanitary District.

In conjunction with approval of this Project, the Commission adopts this Mitigation Monitoring Program (MMP) for the implementation of mitigation measures for the portion(s) of the Project located on Commission lands. The purpose of a MMP is to impose feasible measures to avoid or substantially reduce the significant environmental impacts from a project identified in an Environmental Impact Report (EIR) or a Mitigated Negative Declaration (MND). State CEQA Guidelines section 15097, subdivision (a), states in part:<sup>1</sup>

In order to ensure that the mitigation measures and project revisions identified in the EIR or negative declaration are implemented, the public agency shall adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity which accepts the delegation; however, until mitigation measures have been completed the lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.

The lead agency adopted an MND, State Clearinghouse No. 2018062006, adopted a MMP for the whole of the Project (see Exhibit C, Attachment C-1), and remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with its program. The Commission's action and authority as a responsible agency apply only to the mitigation measures listed in Table C-1 below. The full text of each mitigation measure, as set forth in the MMP prepared by the CEQA lead agency and listed in Table C-1, is incorporated by reference in this Exhibit C.

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<sup>&</sup>lt;sup>1</sup> The State CEQA Guidelines are found at California Code of Regulations, title 14, section 15000 et seq.

**Table C-1. Project Impacts and Applicable Mitigation Measures** 

Potential Impact	Mitigation Measure (MM) <sup>2</sup>
BIO-1	BIO-1a, BIO-1b, BIO-1d, BIO-1f, BIO-1g
BIO-2	BIO-2a
BIO-3	BIO-3a
BIO-4	BIO-4a, BIO-4b
BIO-5	BIO-5a, BIO-5b
ARCH-1	ARCH-1, ARCH-2

<sup>&</sup>lt;sup>2</sup> See Attachment C-1 for the full text of each MM taken from the MMP prepared by the CEQA lead agency.

# **ATTACHMENT C-1**

# Mitigation Monitoring Program Adopted by the Union Sanitary District

# MITIGATION MONITORING AND REPORTING PLAN

The following mitigation measures shall be implemented to reduce the impact to less than significant levels:

Potential Impact	Mitigation Measure	Responsibility	Action	Completion Date
D. Biological Resources				
D1. Impact to Special-Status Species  BIO-1: The SMHM and SMWS could be impacted through vegetation removal, entrapment in excavations or staged equipment, and vehicle or equipment strikes.	BIO-1a: Prior to the initiation of construction, the biological monitor shall provide an endangered species training program to all personnel involved in Project construction. At a minimum, the employee education program shall consist of a brief presentation by persons knowledgeable about the biology and legislative protection of protected species with potential to occur in or adjacent to the Project area, to explain concerns to contractors, their employees, and agency personnel involved with implementation of the Project. The program shall include the following: a description of such species and their habitat needs, any reports of occurrences in the action area, an explanation of the status of these species and their protection under state and federal legislation, and a list of measures being taken to reduce impacts to protected species during the work. Fact sheets containing this information shall be provided to the Project foreman.	* hire qualified biologist	Sensitive species training program	Prior to start of construction
	BIO-1b: Prior to ground disturbance, all ruderal non-native grassland and coastal brackish marsh shall be carefully removed from the impact footprint under the supervision of a qualified biologist. The biologist will first conduct a thorough nest search within vegetation to be removed. If active small mammal nests with potential to be SMHM or SMWS nests are observed, a 50-foot buffer will be established around the nest until the biologist has determined that the young are independent of the nest. Vegetation will then be removed using only hand tools or hand-operated power tools to carefully remove vegetation down to bare ground.	Contractor* USD  * hire qualified biologist	Survey to clear small mammals and hand removal of marsh vegetation	Prior to ground disturbance

Potential Impact	Mitigation Measure	Responsibility	Action	Completion Date
	BIO-1c: The access road within the Project area is used by USD and the AFC&WCD, and thus the installation of effective wildlife exclusion fencing in the Project area has low feasibility. To prevent wildlife entrapment, equipment and materials shall be staged in developed areas within the USD WWTP; they shall not be staged adjacent to Old Alameda Creek where they could provide cover for small mammals that normally reside in the adjacent vegetation. Alternatively, exclusion fencing may be installed along the top of bank of Old Alameda Creek for 200 feet in either direction from the center of the Project area, and the fencing shall be inspected weekly by the qualified biologist. Exclusion fencing may double as erosion control as described in Mitigation Measure BIO-Sb.	USD Contractor	Determine staging area location and install exclusion fencing if the alternate location is chosen	Prior to arrival of equipment and materials.
	BIO-1d: A qualified biologist will be present for initial ground disturbance within the banks of Old Alameda Creek. Following initial ground disturbance, the biologist will monitor on an as-needed basis for any new ground breaking within the banks of the creek.	Contractor* USD  * hire qualified biologist	Biologist to monitor initial ground disturbance	Conclusion of all initial ground disturbance
	BIO-1e: If excavations or trenches are not backfilled on the same day as excavation, they shall either be covered so as to prevent small mammals from falling in, or they shall be provided with exit ramps suitable for small mammals to escape on their own.	Contractor USD	Fill or cover excavations or provide means of animal escape	Daily during construction
	BIO-1f: Work hours shall be limited to half an hour after sunrise to half an hour prior to sunset. Night work shall be avoided to the maximum extent feasible.	Contractor USD	Observe work hour restrictions	Daily during construction
	BIO-1g: If any mouse or shrew is observed at any time during construction, work shall not be initiated or shall be stopped immediately until the animal leaves the vicinity of the work area on its own volition. The Project biologist shall direct the contractor on how to proceed accordingly. Neither the biologist nor any other persons at the site shall pursue, capture, handle or harass any potential protected species observed.		Crew to watch for small mammals, stop work if observed, notify biologist.	Daily during construction

Potential impact	Mitigation Measure	Responsibility	Action	Completion Date
BIO-2: Noise and other disturbances resulting from the construction-related activities could disrupt CRR and CBR nesting and breeding activity in the adjacent marsh.	BIO-2a: Construction work shall be limited to the period between September 1 and January 31 to avoid the rail nesting season. If construction work is proposed after January 31 or prior to September 1, protocol-level surveys for rails shall be conducted to determine the extent and location of nesting rails.  The methodology of this survey effort was developed utilizing the survey protocol for CRR published by the U.S. Fish and Wildlife Service (USFWS 2015). Three listening stations shall be utilized to cover the area of potential rail habitat within 700 feet of the proposed work. Four surveys shall be conducted, with the first beginning before February 1. All surveys shall be conducted no less than 14 days apart from each other.  If rail activity centers are identified, a suitable buffer (700 feet for CRR; CBR	USD* Contractor	Determine construction schedule. Conduct rail survey if construction is to begin between January 31 and August 31.	Upon confirmatio n of survey results by USFWS (usually by late April) if surveys need to be conducted.
	buffers vary) shall be established and maintained around the activity center until September 1. If no rail nesting activity is observed during protocol-level surveys during a given year, construction may proceed adjacent to potential nesting habitat during the breeding season of the same year. Surveys are typically finalized by the beginning of April and results accepted by the USFWS by the end of April, in a given year. The USFWS typically requires receipt and confirmation of survey results prior to authorizing work during the rail breeding season. Additionally, Mitigation Measure BIO-1a shall be implemented to avoid impacts to these species	* hire qualified biologist		
BIO-3: Project activities including vegetation clearing and earth work have potential to directly impact nests of common and special-status avian species.	BIO-3a: No surveys or other avoidance measures for nesting bird species are necessary for Project activities conducted during the non-breeding season (i.e., between September 1 and January 31). For any vegetation removal and/or ground-disturbing activities that are proposed to occur during the avian breeding season (February 1 through August 31), nesting surveys shall be conducted. Specifically, preconstruction surveys shall be conducted	Contractor* USD	Determine construction schedule. Conduct bird nesting survey if construction begins between	Upon conclusion of nesting bird surveys or nests are no longer active.

Potential Impact	Mitigation Measure	Responsibility	Action	Completion Date
	within 14 days of ground disturbance to avoid disturbance to active nests, eggs, and/or young of native birds. It is also recommended that any trees, shrubs, or grasses in or adjacent to the Project area that are proposed for removal and that could be used as avian nesting sites be removed during the non-breeding season (September 1 through February 1). Surveys can be used to detect the nests of special-status as well as non-special-status birds. An exclusion zone shall be established around any active nests of any native avian species found in the Project area until a qualified biologist has determined that all the young have fledged. Buffer zone distances differ depending on species, location, and placement of nest.	* hire qualified biologist	February 1 and August 31.	
BIO-4: In-water work has extremely limited potential to impact green sturgeon and Central California Coast steelhead fish species through increased turbidity and situation that could potentially stress respiratory	BIO-4a: Impacts to these species can be avoided by scheduling Project activities during the work windows established by National Marine Fisheries Service (NMFS) for Bay dredging work. In-water work activities shall occur between June 1 and November 30 to avoid impacts to listed fish species, as per NMFS Programmatic Biological Opinion guidance for dredging in the San Francisco Bay. Temporary and permanent impacts to the creek bed and channel shall be	Contractor USD	Work only during work window (June 1 to November 30) and minimize creek and channel impacts.	When construction is completed or November 30
function in fish. It may also temporarily impact an extremely limited area of potential rearing habitat during construction. Permanent impacts to the creek banks and mapped critical habitat from installation of rip rap and the new outfall structure are anticipated to be negligible, particularly as listed fish are unlikely to occur in the Project footprint.	minimized.  BIO-4b: For in-water work outside this work window (i.e., for in-water work that occurs between December 1 and May 31, a coffer dam as noted above shall be installed at low tide with the oversight from a qualified biologist to prevent or minimize increases in turbidity during in-water work. If any standing water remains inside the Project area within the coffer dam, the biologist will dip net the area to ensure that no fish have been trapped within the coffer dam prior to dewatering. If listed fish species are observed within the coffer dam area, NMFS shall be contacted immediately and the coffer dam carefully opened to allow the fish to escape.	Contractor USD  * hire qualified biologist	Determine work window; install coffer dam if construction is between December 1 and May 31	When construction is completed

Potential Impact	Mitigation Measure	Responsibility	Action	Completion Date
D2 and D3. Impact to Sensitive Natural Communities and Wetlands  BIO-5: Construction activities within coastal brackish marsh and open water are anticipated to result in	BIO-5a: Impacts to wetlands and waters of the U.S. and State typically require a Corps Section 404 Individual or Nationwide Permit and a RWQCB Section 401 Water Quality Certification. Additionally, impacts below the top of bank of Old Alameda Creek may require a 1602 Lake and Streambed Alteration Agreement from CDFW. The BCDC may also require a new permit or update to an existing permit for impacts to Bay and Shoreline Band jurisdiction.	USD	Obtain necessary regulatory agency permits and certifications Pay required mitigation fee	Prior to start of construction, after construction
temporary disturbance during construction. Additionally, the installation of a new outfall structure and rip rap to stabilize the bank will result in permanent fill in wetland and non- wetland water features potentially under the jurisdiction of the Corps, BCDC, RWQCB and CDFW. Ground disturbance adjacent to Old	Temporary impacts to waters of the State will be mitigated through revegetation of affected areas. Revegetation of the marsh zone will consist of native plantings from plants salvaged on-site and/or purchased from a local nursery. Marsh plantings will be monitored for five years or until success criteria are met. Upland areas, which are characterized by ruderal, non-native annual species, will be allowed to revegetate naturally. Mitigation of permanent impacts to waters of the State will be made through payment of a required fee to an approved mitigation bank of the San Francisco Regulatory Division of the U.S. Army Corps of Engineers.			
Alameda Creek may also result in unintentional fill or discharge into wetlands or non-wetland waters. Project activities within these sensitive areas would likely require permits from the Corps, BCDC, RWQCB, and CDFW.	BIQ-5b: Best management practices shall be used to lessen potential impacts to sensitive habitats. This includes the use of silt fencing, wattles, and other appropriate stormwater pollution prevention measures. For in-water work, a coffer dam or similar shall be installed at low tide with oversight from a qualified biologist to prevent or minimize increases in turbidity during work in open water. Implementation of the proposed Project will also result in much less frequent maintenance than is currently required, and reducing maintenance-related disturbance will benefit the habitat and associated species in this part of the Creek.	* hire qualified biologist for in water work monitoring	Install appropriate erosion control BMPs, coffer dams, or other measures to protect water quality	Daily during construction
D5. Impact to Local Policies and Ordinances	BIO-6a: To modify or remove any tree on public lands, the Contractor shall apply to the City of Union City Director of Public Works for a permit. The Director may require an inspection and will issue or refuse	Contractor USD	Obtain permit for tree removal or	Prior to tree removal or modification

Potential Impact	Mitigation Measure	Responsibility	Action	Completion Date
BiO-6. If necessary for the Contractor, landscape trees within the Project area may be trimmed or removed to accommodate heavy machinery or excavation for pipeline placement.	to issue the permit with appropriate conditions.		modification	
E. Cultural Resources				
E4. Impact to Disturbed or Redeposited Human Remains	ARCH 1: An archaeologist shall be retained to prepare an archaeological "Alert Sheet" which will be distributed to the construction crew. A brief, on-site education session with the construction crew shall be conducted. The final disposition of archaeological, historical, and paleontological resources recovered on state lands under jurisdiction of the California State Lands Commission must be approved by the Commission.	Contractor* USD * hire qualified archaeologist	Prepare "Alert Sheet," have session	Prior to start of construction
	ARCH 2: If human remains are encountered, the following procedures will be implemented:	Contractor	Follow requirements of Health and Safety Code	During construction
	a. Per the stipulations of the California Health and Safety Code Section 7050.5(b), the Alameda County Coroner's Office will be contacted immediately; this will occur whether or not a Most Likely Descendant has already been appointed.		Salety Code	
	b. The Coroner's Office has two working days in which to examine the identified remains. If the Coroner determines that the remains are Native American, then—if a Most Likely Descendant has not yet been appointed—the Office will notify the Native American Heritage Commission (NAHC) within 24 hours.			
	c. Following receipt of the Coroner's Office notice, the NAHC will contact a Most Likely Descendant. The Most Likely Descendant			

Potential Impact	Mitigation Measure	Responsibility	Action	Completion Date
	then has 48 hours in which they can make			
	recommendations to the project sponsor			
	and consulting archaeologist regarding the			
	treatment and/or re-interment of the			
	human remains and any associated grave			
	goods.			
	d. Appropriate treatment and disposition of			
	Native American human remains and			
	associated grave goods will be			
	collaboratively determined in consultation		•	
	between the appointed Most Likely			
	Descendant, the consulting archaeologist,			
	and the landowner or authorized			
•	representative. The treatment of human			
	remains may potentially include the			`
	preservation, excavation, analysis and/or			
	reburial of those remains and any associated			
	artifacts.		•	•
		'	-	
	e. If the remains are determined not to be			
	Native American, the Coroner,		•	
	archaeological research team, and USD will			
	collaboratively develop a procedure for the	·		i '
	appropriate study, documentation, and			
	ultimate disposition of the historic human			
•	remains.			



#### Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy
Attorney

# JULY 22, 2019 BOARD OF DIRECTORS MEETING AGENDA ITEM # 12

TITLE: Authorize the General Manager to Execute Task Order No. 2 with Woodard &

Curran, Inc. for the Control Box No. 1 Improvements Project (This is a Motion

Item)

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

Sami E. Ghossain, Technical Services Work Group Manager

Raymond Chau, CIP Team Coach Kevin Chun, Associate Engineer

#### Recommendation

Staff recommends the Board authorize the General Manager to execute Task Order No. 2 with Woodard & Curran, Inc. (W&C) in the amount of \$89,046 for the Control Box No. 1 Improvements Project (Project).

#### **Previous Board Action**

On November 12, 2018, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with W&C in the amount of \$229,041 to provide predesign services for the Project.

# **Background**

Control Box No. 1 (CB1) is located within the Alvarado Wastewater Treatment Plant (WWTP), downstream of the Headworks Building, on the south side of the Primary Clarifier Nos. 1 through 4 Building. Please refer to Figure 1 for the location of the CB1 in the WWTP. CB1 was originally constructed during the 1978 Plant Project and was modified during the 1985 Plant Expansion Project and the 1993 Upgrade Project to accommodate new treatment processes.

Agenda Item No. 12 Meeting of July 22, 2019 Page 2

CB1 is a rectangular concrete structure that receives the combined WWTP influent wastewater flows from the twin force mains and the Alvarado Influent Pump Station after the wastewater has passed through the Parshall flumes and mechanical bar screens located in the Headworks Building. CB1 distributes the wastewater to any of the six primary clarifiers through dedicated distribution boxes using weir gates and sluice gates. CB1 is integral to controlling flow in the liquid treatment process and cannot be taken out of service for long durations. For maintenance and construction activities, CB1 can only be taken out of service during WWTP shutdowns, typically scheduled between 1 am and 5 am when wastewater flows are low.

The twin force mains and the Alvarado Influent Pump Station's force main are also connected to CB1, which allows the District to bypass the Headworks Building and divert the combined WWTP influent wastewater flows directly to CB1. The bypass is typically done for maintenance and construction activities at the Headworks Building and for force main cleaning operations. Due to the internal channel configuration of CB1, the wastewater flows entering the structure lose flow velocity which promotes the heavier grit materials to drop out of the wastewater. This results in significant amounts of grit to deposit inside CB1, resulting in the need for periodic cleaning of CB1. Please refer to Figure 2 for a drawing of the interior of CB1.

In 2011, the District retained Carollo Engineers to conduct a limited concrete assessment on the interior surface of CB1 between the main compartment and the six distribution boxes. Carollo observed that the concrete condition between the main compartment and the six distribution boxes was poor because of hydrogen sulfide exposure. As a result, temporary concrete repairs were made to CB1 in 2012 during the Primary Clarifiers Rehabilitation Project until permanent repairs could be made. Due to the age, existing configuration, and condition of CB1, staff has identified a project to rehabilitate CB1's existing infrastructure, along with other mechanical facilities, piping, and equipment in the vicinity. The project will also include a more comprehensive condition assessment of CB1 and other structures and development of alternatives to reduce ongoing operation requirements and cost associated with removing grit deposited in CB1.

# Task Order No. 1 – Predesign Services

On November 12, 2018, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with W&C in the amount of \$229,041 to provide predesign services for the Project. The primary scope of the services included the following tasks:

- Conduct a condition assessment of the concrete surfaces, structural steel components, pipelines, gates, valves, and related equipment at CB1, Alvarado Influent Valve Box, Alvarado Influent Pump Station Valve Box at CB1, and the chemical containment areas at the Maintenance Shop Building and the Odor Control Building.
- Evaluate grit management alternatives to prevent/minimize grit deposition in pipelines and in CB1 and provide recommendations.

- Evaluate other operational improvements such as footprint, layout, and hydraulics of CB1 to improve access and reduce cost associated with CB1 cleaning and provide recommendations.
- Evaluate CB1 bypass alternatives and construction sequencing.
- Evaluate odor control improvements at CB1.

W&C evaluated a few alternatives to better manage the grit accumulation at CB1. The alternatives included structural modifications to the interior concrete chambers to smooth out the flow paths and create redundancy in the flow channels. Although the alternatives would improve the grit removal efficiency, none of them would significantly reduce the accumulation of grit. In addition, these alternatives will limit future access into CB1, require a complicated and lengthy bypass, and have a high capital cost. The alternative that would significantly reduce grit accumulation in CB1 is to modify the Headworks effluent channel downstream of the mechanical bar screens and install equipment designed to remove grit materials from the influent wastewater. Removing grit at the Headworks Building would greatly benefit the downstream WWTP processes and minimize wear-and-tear of the mechanical equipment. Staff prefers this alternative as it would address the operational and maintenance challenges with grit in the WWTP over the long-term. Staff included the "Degritting at Headworks and Improvements" project in the CIP budget in fiscal years 2027 through 2029.

W&C's condition assessment of the interior of CB1 did not find any significant issues with the concrete and liner so no rehabilitation is recommended at this time. The condition assessment of the other areas resulted in the following recommended improvements:

- Replacement of the east and west force main (FM) knife gate valves at the Alvarado
  Influent Valve Box and the West FM knife gate valve at the Headworks Valve Box.
- Repair of the concrete platform and handrail support in the Alvarado Influent Valve Box.
- Installation of a duckbill check valve at east and west force main risers inside CB1.
- Evaluation and design of a duckbill check valve on the Alvarado FM pipe penetration inside CB1.
- Replacement or repair of the east and west FM pipelines within the Alvarado Influent Valve Box, including evaluating the existing pipe section containing the peroxide injection point nozzle.

W&C's preliminary construction estimate for these improvements is \$950,000. Staff recommends proceeding with a project to address these improvements. Staff included the "Alvarado Influent Valve Box Gate Valves 1-2" project in the CIP budget in fiscal years 2020 and 2021.

# <u>Task Order No. 2 – Final Design Services</u>

W&C's Task Order No. 2 fee for the final design phase of the Project is summarized below:

Task No.	Task Description	Fee
1	Project Management	\$24,605
2	Preparation of Design Documents	\$56,192
3	Bid Period Services	\$8,249
	Total Not-to-Exceed Fee	\$89,046

W&C's scope of services will include the preparation of the 50 percent, 90 percent, and final design submittals, facilitation of workshops with staff for the 50 and 90 percent design submittals and bid period services.

The design fee for the Project is \$89,046, which is 9.4 percent of the preliminary construction estimate. For a project of this scope and size, design fees are typically between 8 and 12 percent of the construction estimate. Staff believes W&C's design fee is reasonable given the level of effort to design all the elements of the Project. The total fee for the Project's agreement with W&C is summarized in the table below:

Description	Fee
Task Order No. 1 – Predesign Services	\$229,041
Task Order No. 2 – Final Design Services	\$89,046
Total	\$318,087

Staff anticipates W&C will have the design completed and the Project advertised for bid by the end of calendar year 2019 with construction beginning in late spring to early summer 2020.

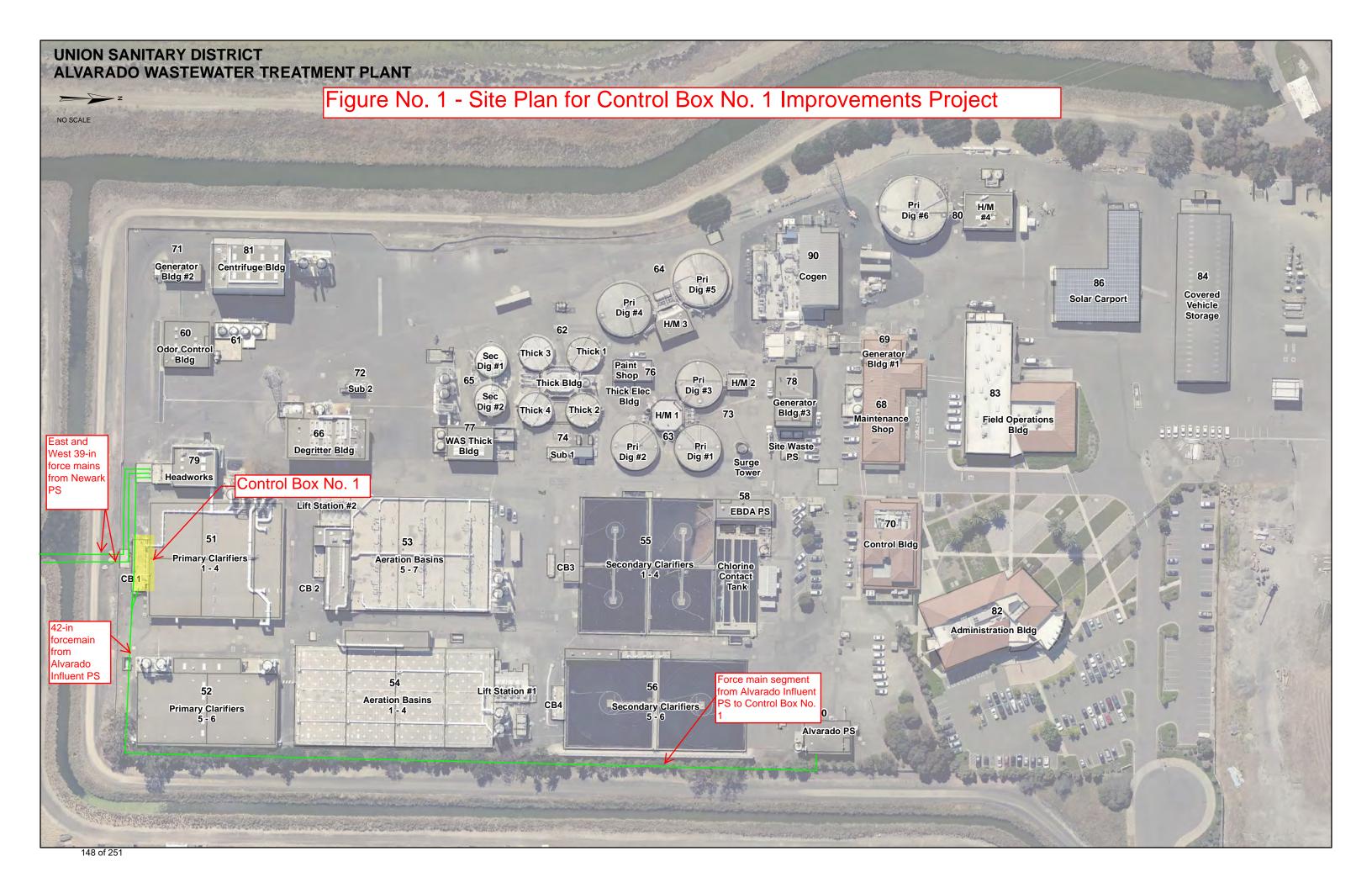
Staff recommends the Board authorize the General Manager to execute Task Order No. 2 with Woodard & Curran, Inc. in the amount of \$89,046 for the Control Box No. 1 Improvements Project.

PRE/SEG/RC/KC;mb

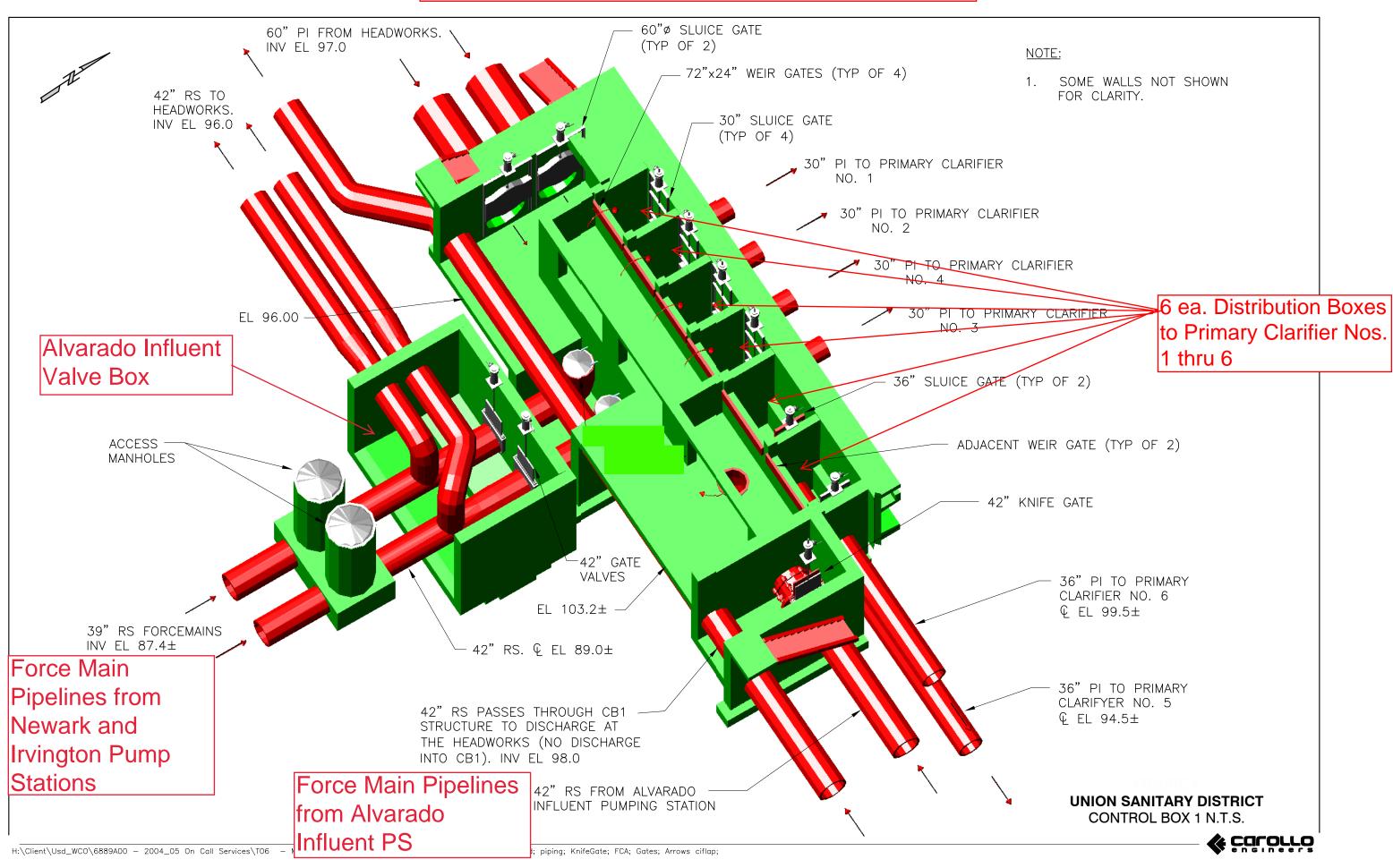
Attachments: Figure 1 – Site Map

Figure 2 – CB1 Drawing Figures 3 and 4 - Photos

Task Order No. 2



# Figure No. 2 - Control Box No. 1 Isometric Drawing



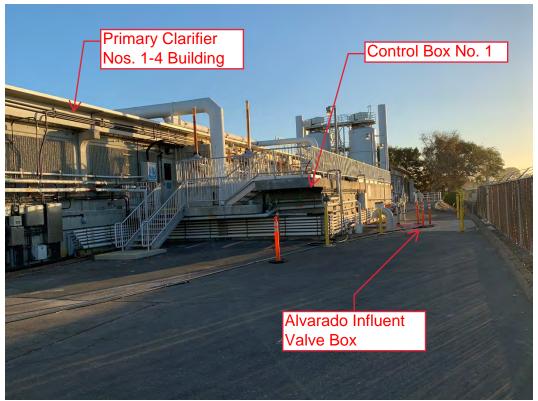


Figure 3 – Control Box No. 1



Figure 4 – Alvarado Influent Valve Box (Twin Force Mains and Valves Inside)

# **Control Box No. 1 Improvements Project**

TASK ORDER NO. 2

to

**AGREEMENT** 

BETWEEN

UNION SANITARY DISTRICT

AND

WOODARD & CURRAN, INC.

**FOR** 

PROFESSIONAL SERVICES

Dated November 12, 2018

# 1. PURPOSE

The purpose of Task Order No. 2 is to authorize the final design development and bid period support services for the Control Box No. 1 Improvements Project. Final design development will include the preparation of final design drawings and specifications for bidding purposes, a preliminary construction schedule and a final construction cost estimate. Design submittals will be submitted to Union Sanitary District (District) at 50 percent, 90 percent, and final design.

Woodard & Curran, Inc (Engineer) performed a condition assessment investigation and prepared a preliminary design report for improvements to the Control Box No. 1 (CB1) and adjacent components under Task Order No. 1. The purpose of the assessment and preliminary design work was to identify necessary renewal and replacement (R&R) work needed to maintain CB1 in a serviceable condition and extend its remaining service life. The District has decided on a R&R project which includes the following primary design elements:

- Replacement of the east and west force main (FM) knife gate valves at the Alvarado Influent Valve Box and the West FM knife gate valve at the Headworks Valve Box utilizing multiple-night plant shutdowns (no bypass system)
- Repair of the concrete platform and handrail support in the Alvarado Influent Valve Box
- Installation of a duckbill check valve at east and west force main risers inside CB1

- Evaluation and design of a duckbill check valve on the Alvarado FM riser inside CB1
- Replacement of the east and west FM pipes within the Alvarado Influent Valve Box, including evaluating the existing pipe section containing the peroxide injection point nozzle

The District may elect to include the following design element depending on available budget:

 Coating repairs to the Alvarado FM and bypass pipes in the Alvarado Influent Pump Station Valve Box at CB1

# 2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District's Project Manager, Kevin Chun.

# 3. SCOPE OF SERVICES

The following scope of services describes the final design and bid services work that will be performed by Engineer. The task numbers in this Scope of Services are associated with the cost data presented in the attached Exhibit A – Fee Estimate and Exhibit B - Schedule.

# **Task 1 – Project Management**

Subtask 1.1 – Project Progress, Budget and Schedule Tracking. The Engineer shall provide progress, budget and schedule monitoring and reporting for this Task Order. Engineer shall prepare invoices and a monthly progress report that summarizes project status including work accomplished, an earned value report and reports on budget and schedule.

Subtask 1.2 – Project Meetings. Engineer shall prepare for and conduct project deliverable review meetings with District staff. Meetings will be held at kickoff and following the 50% and 90% design submittals.

- Engineer shall conduct one kickoff meeting, lasting approximately two hours.
  The kickoff meeting will include discussion of the project plan, proposed project
  schedule and required background information. Engineer shall solicit input
  from District staff to establish goals, process needs, requirements, preferences
  and concerns for project design and construction.
- Engineer shall conduct a 50% design review workshop, lasting approximately 90 minutes. The workshop will include discussion of the components of the design, including knife gate and duckbill check valve installation, coating renewal and concrete repairs. Plant shutdown requirements will be discussed including contractor sequencing and constraints around plant shutdowns.
- Engineer shall conduct a 90% design review workshop, lasting approximately 90 minutes. The workshop will include discussion of actions taken on 50%

design review comments, the construction cost estimate and new or revised technical requirements for the project.

Subtask 1.3 – Quality Assurance and Quality Control. Engineer shall perform quality control reviews of project deliverables in accordance with Engineer's Quality Assurance Program. Reviews will be performed by qualified senior staff.

# Assumptions:

Project duration will not exceed 6 months

# **Deliverables:**

- Monthly invoice and progress report as .pdf via email
- Meeting agendas, materials and summaries (.pdf via email)

# Task 2 - Final Design

Engineer shall prepare final design documents for the project including drawings, specifications and construction cost estimate. The design development will include preparation and submittal of a 50%, 90% and final set of design documents per District Design Standards dated June 2013.

Subtask 2.1 – Prepare 50% Design Documents. Engineer shall prepare approximate 50% level of design completion drawings and specifications. A preliminary list of drawings is indicated in the table below and shows proposed drawings for inclusion in the 50% design submittal.

# **Preliminary List of Drawings**

No.	Number	Title	50% Submittal	90% Submittal	Final Submittal
1	G-1	Title Sheet and Drawing Index	X	X	X
2	G-2	Legend and Abbreviations	Х	X	X
3	G-3	Process Flow Diagram and Hydraulic Grade Line	Х	Х	Х
4	G-4	Site Plan and Index Drawing	Х	Х	Х
5	G-5	Plant Shutdown Schematic	Х	Х	
6	M-1	Coating and Valve Schedules	X	X	X
7	M-2	CB-1 Mechanical Plans and Sections 1	X	X	X
8	M-3	Alvarado Influent Valve Box Mechanical Plans and Sections 1	Х	Х	Х
9	M-4	Headworks Valve Box Mechanical Plan	Х	Х	Х
10	M-5	Coating and Patching Details		Χ	Χ

No.	Number	Title	50%	90%	Final
			Submittal	Submittal	Submittal
11	M-6	Mechanical Check Valve Details		X	Х
12	M-7	Miscellaneous Details		Х	Х

The Engineer shall prepare a specifications table of contents covering the full scope of the improvements. Draft specification sections will be developed for the technical work. Front end (CSI Divisions 0 and 1) specification sections will be prepared by the Engineer in Microsoft (MS) Word format using District's standard boiler plate Divisions 0 and 1 specifications.

The Engineer shall prepare an opinion of probable construction cost estimate to a Class 3 level of detail consistent with Association for the Advancement of Cost Engineering (AACE), International publication 56R-08.

# Assumptions:

- Drawings will be prepared using AutoCAD 2018 or current version
- Divisions 2 through 16 specifications will be developed by the Engineer
- Divisions 0 and 1 boiler plate specifications will be provided by the District in MS Word and edited by the Engineer specifically for the project
- 50% design review workshop will be held within 2 weeks of submittal
- District will provide a single, consolidated set of comments for response by the Engineer
- District record drawings and Engineer 3-D model files will be suitable background for design level drawings. A field review will be conducted by the Engineer to verify record drawing information against actual conditions
- No professional surveying or geotechnical services are included in the scope

# Deliverables:

- Five hardcopy sets of specifications, cost estimate and half size (11x17 size) drawings
- Digital .pdf files of all documents, including preliminary construction schedule

Subtask 2.2 – Prepare 90% Design Documents. Engineer shall prepare approximate 90% level of design completion drawings and specifications. Comments from the 50% design submittal will be addressed in the 90% submittal.

All anticipated drawings will be included in the submittal package.

The Engineer shall prepare the final draft specification sections for the technical work. Front end (CSI Divisions 0 and 1) specification sections will consist of draft specifications based on District's standard Divisions 0 and 1 specifications.

The Engineer shall prepare an opinion of probable construction cost estimate to a Class 2 level of detail consistent with AACE International publication 56R-08.

# **Assumptions:**

- 90% design review workshop will be held within 2 weeks of submittal
- District will provide a single, consolidated set of comments for response by Engineer

# Deliverables

- Five hardcopy sets of specifications, cost estimate and half size (11x17 size) drawings
- Digital .pdf of all documents including a revised preliminary construction schedule
- Comment response log from the 50% design submittal review

Subtask 2.3 – Final Design Submittal (Bid Documents). Engineer shall prepare final design documents, biddable and buildable, ready for bid advertising. The package will consist of bid-ready drawings and specifications. A final opinion of probable construction cost and preliminary construction schedule will also be prepared. Comments from the 90% design submittal will be addressed in the final submittal. The District will review the final design submittal to confirm the all design submittal comments have been addressed before advertising for bid.

# Assumptions:

 District will provide a single, consolidated set of comments for response and incorporation into the final design documents by Engineer

# Deliverables

- One electronic (.pdf) submittal of drawings and specifications for District to verify comment responses prior to final submittal
- One consolidated .pdf of drawings and specifications ready for production printing via SharePoint upload
- Final opinion of probable construction cost estimate and preliminary construction schedule (.pdf via email)
- Comment response log from the 90% design submittal review

# Task 3 – Bid Period Services

Engineer shall support District during the bid phase for the project. Support will be provided under the following subtasks.

Subtask 3.1 – Attend Pre-Bid Meeting. Engineer shall prepare for and attend the pre-bid meeting at the District. Engineer shall make note of inquiries and questions from the pre-bid meeting and provide the list to District for use in communicating with the plan holders.

Subtask 3.2 – Respond to Bidder Inquiries. Engineer shall respond to bidder inquiries as requested by the District. Responses will consist of written memoranda that can be included into a bid addenda.

Subtask 3.3 – Prepare Bid Addenda. If requested by District, Engineer shall prepare up to one bid addendum to respond to bidder inquiries. The addenda will be prepared in a format acceptable to District and will be signed by the Engineer.

Subtask 3.4 – Prepare Conformed Bid Documents. The Engineer shall prepare conformed specifications and drawings that incorporate bid addenda items.

# Assumptions:

- District is responsible for printing and distribution of bid and conformed documents, and for maintaining the bidder's list.
- Engineer's budget assumes the preparation of one addendum during bidding.
- Conformed drawings are intended to be provided by the District to the awarded construction contractor as a convenience. Documents of record are the signed and sealed drawings and specifications issued for bidding and subsequent bid addenda issued by District.

### Deliverables

- Notes from pre-bid meeting (via email)
- Response to inquiries in MS Word format via email
- Bid addendum in MS word and .pdf format via email
- Conformed drawings and specifications in .pdf format via email or download link

#### 4. NOT USED

### 5. DIGITAL SUBMITTAL REQUIREMENTS

Each submittal shall be labeled with the project name, project number, company name, address and phone number.

All files shall be uncompressed. Compressed files are acceptable only when using the WinZip utility or if the appropriate software to uncompress the data is provided.

All drawing files shall have a North orientation of vertical (i.e. toward the top of the page).

Layer colors, line types and line weights shall be left to the discretion of the Engineer.

Submitted AutoCAD files shall NOT contain external reference or nested external reference files. All external references shall be bound into the drawing.

# 6. EQUIPMENT SCHEDULE

The Engineer shall provide a schedule in the design plans that list the equipment to be demolished or replaced and new equipment to be installed in the Project. The schedule shall contain at a minimum the Hansen equipment number, equipment name, location, horsepower/size, and other pertinent information associated with the equipment.

# 7. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The billing rate schedule is equivalent to an overall labor multiplier of 3.22, including profit. Subconsultants and outside services will be billed at actual cost plus 5%; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

Total charges to the District are a not-to-exceed amount of \$89,046. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit A.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Predesign Services	\$229,041	Yes	Paul Eldredge
Task Order No. 2 – Final Design Services	\$89,046	Yes	Paul Eldredge
Total	\$318,087		

# 8. TIME OF COMPLETION

All work defined in this Task Order shall be complete in 180 calendar days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement. A summary of the anticipated schedule of work is shown in Exhibit B.

# 7. KEY PERSONNEL

Engineering personnel assigned to this Task Order No. 2 are as follows:

Role Key Person to be Assigned

Principal-in-Charge Dave Richardson, P.E. Project Manager Michael H. Matson, P.E.

Key personnel shall not be changed except in accordance with Article 8 of the Agreement.

	· •		te it as part of the Agreement.
DISTE	RICT	ENC	GINEER
Union	Sanitary District	Woo	odard & Curran, Inc.
Ву:	Paul R. Eldredge, P.E. General Manager/District Engineer	Ву:	Michael H. Matson, P.E. Sr. Vice President
Date:		Date:	



# **Exhibit A - Fee Schedule**

# **Level of Effort and Fee Estimate**

# **Union Sanitary District**

Task Order No. 2 - Control Box 1 Improvments Project Final Design

Tasks					Labor					Out	side S	ervices	ODCs	Total
	Dave Richardson	Mike Matson	Jen Glynn	Sarah Bowen	Glenn Hermanson	Sr. CAD Designer	Admin.	<b>T</b> otal	Total Labor	V&A		Sub	Total ODCs	Total
	PIC	Project Manger	Project Engineer	Staff Engineer	Technical Review	CAD	Graphics & Support	Hours	Costs (1)	Corrosio Engineer	on	Consultant Fotal Cost (2)	(3)	Fee
	\$320	\$310	\$282	\$162	\$310	\$165	\$110							
Task 1: Project Management														
1.1 Progress, Budget, and Schedule Tracking	2	16		8			8	34	\$7,776	\$ 1,	490			\$ 9,34
1.2 Project Meetings								0	\$0			\$ -	\$ -	\$ 0.54
Kickoff	4	4		6				14	\$3,492			\$ -	\$ 50	3,54
50% Design Review Workshop		4		6				10	\$2,212			\$ -	\$ 50	
90% Design Review Workshop		4		6	00			10	\$2,212	•		\$ -	\$ 50	
1.3 QA/QC	. 1. 0	00	0	00	20	0	0	20	\$6,200			\$ 998	\$ -	\$ 7,19
Subtotal Tas	k 1: 6	28	0	26	20	0	8	88	\$21,892	\$ 2,	440 3	\$ 2,563	\$ 150	\$ 24,60
Task 2: Final Design 2.1 Prepare 50% Design Documents														
		2	4	40		40		0.0	\$14,828	\$	500 5	\$ 525	Φ Ε	0 \$ 15,40
Drawings Technical Specifications		6	2	12		40		86	\$4,368					\$ 5,40
General Specifications		6		12				20 6	\$4,368 \$1,860	\$ 1,		\$ 1,050		\$ 5,41
Cost Estimate		2	2	16				20	\$3,776	\$	232 5	т	\$ - \$ -	\$ 1,00
Plant Shutdown and Work Sequence		2	8	4				14	\$3,776	Φ		\$ <u>244</u>	\$ -	\$ 4,02
Subtotal - Task	2.1 0	18	16	72	0	40	0	146	\$28,356	\$ 1.	732 3			3,32
2.2 Prepare 90% Design Documents	2.1	10	10	12	U	40	U	140	\$20,330	Ψ 1,	132	φ 1,019	φ 5	υ υ 30,22
Drawings		2	2	24		40		68	\$11,672	\$	500 5	\$ 525	¢ 5	0 \$ 12,24
Technical Specifications		4	2	8		40		14	\$3,100		000		ψ 5'	\$ 4,15
General Specifications		4		4				8	\$1,888	ψ 1,		\$ 1,030	\$ -	\$ 1,88
Cost Estimate		2		8				10	\$1,916	\$	232	T	\$ -	\$ 2,16
Subtotal - Task	2.2 0	12	4	44	0	40	0	100		\$ 1,	732 3		\$ 50	0 \$ 20,44
2.3 Final Design Submittal		2	2	4	_	16		24			000 3			\$ 5,52
Subtotal Tas	ς 2:         0	32	22	120	0	96	0	270			464		\$ 100	56,19
Task 3: Bid Period Services												,,,,,		
3.1 Attend Pre-Bid Meeting		4		4				8	\$1,888			\$ -		1,93
3.2 Respond to Bidder Inquiries		2		8				10	\$1,916	\$	500	\$ 525		\$ 2,44
3.3 Prepare Bid Addenda		2		8		4		14	\$2,576			\$ -	\$ -	\$ 2,57
3.4 Conformed Documents		1		2		4		7	\$1,294			\$ -	\$ -	\$ 1,29
Subtotal Tas	< 3: 0	9	0	22	0	8	0	39	\$7,674	\$	500	\$ 525	\$ 50	0 \$ 8,24
	sks 6		22	168	20	104		397			404 9	\$ 7,776	\$ 30	\$ 89.04

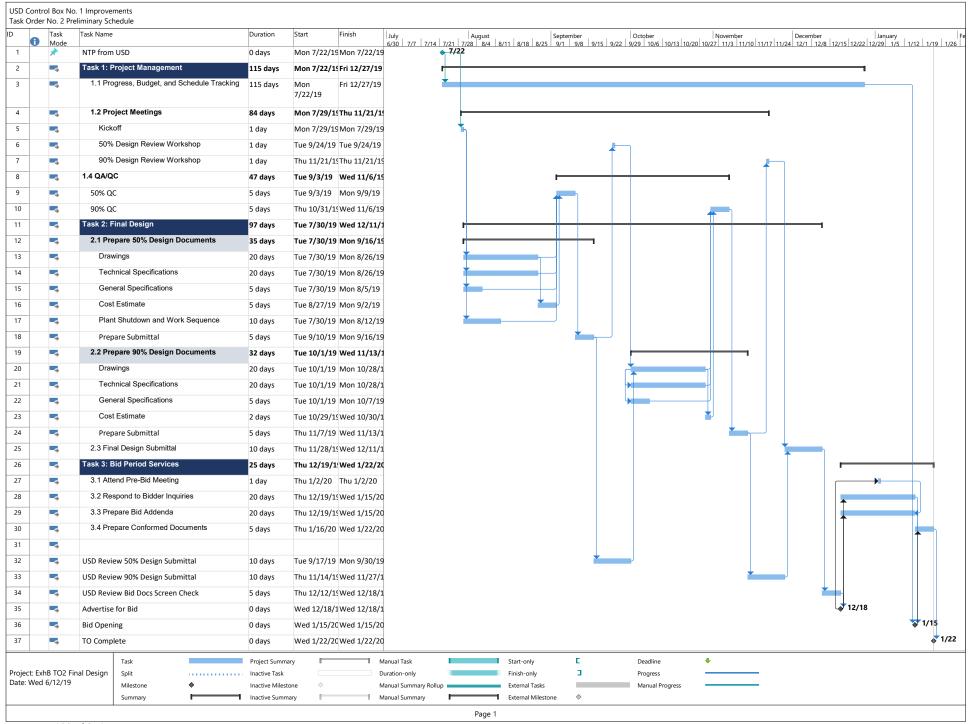
<sup>1.</sup> The individual hourly rates include salary, overhead and profit, and a 2% escalation to account for work performed in the next calendar year.

<sup>2.</sup> Sub Consultants will be billed at actual cost plus 5%.

<sup>3.</sup> Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost.

<sup>4.</sup> Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

# Exhibit B - Schedule





#### Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy
Attorney

# JULY 22, 2019 BOARD OF DIRECTORS MEETING AGENDA ITEM # 13

TITLE: Appointing Two Boardmembers to Serve on the East Bay Dischargers

Authority (EBDA) JPA Negotiations Ad Hoc Committee (This is a Motion Item)

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

#### Recommendation

Staff recommends the Board appoint USD's EBDA representative and alternate to serve on the EBDA Ad Hoc JPA Negotiations Committee.

### **Previous Board Action**

3/26/2018 Board Meeting – Board reviewed hydraulic model prepared by EBDA and provided direction on the JPA Agreement negotiations to staff. The Board directed staff to maintain USD's existing capacity in the EBDA system and directed that any cost allocation/system capacity modifications in any revised JPA Agreement be cost neutral for USD.

6/25/2018 Board Meeting – The Board considered a five-year extension of the JPA and directed staff to pursue that option. Since that time, it became clear that a five-year extension would not be agreeable to all member agencies.

8/13/2018 Board Meeting – Created EBDA Ad Hoc JPA Negotiations Ad Hoc Committee and Appointed Director Handley and Director Toy as Ad Hoc Committee Members

# **Background**

The East Bay Dischargers Authority ("EBDA") is a Joint Powers Authority of which Union Sanitary District is currently a member. EBDA was formed in 1974 by a "Joint Exercise of Powers

Agreement" (the "JPA Agreement") entered into by the City of Hayward, City of San Leandro, Oro Loma Sanitary District, Union Sanitary District, and Castro Valley Sanitary District. EBDA currently provides a transport system and outfall to collect effluent from six (6) wastewater treatment plants in the East Bay, including two non-member agencies (DSRSD and Livermore, collectively LAVWMA). EBDA transports treated wastewater and removes chlorine prior to its discharge through a deep-water outfall to the San Francisco Bay.

The JPA Agreement has been amended three times since its creation in 1974. Amendments were approved in 1978, 1986, and 2007. As the current JPA Agreement is set to expire in January of 2020, discussions and negotiations have been taking place over the last few years to develop deal points and a framework for a renewed agreement.

#### Discussion

In order for USD to negotiate and consider options on EBDA JPA negotiations more efficiently, staff recommended creation of ad hoc committee to meet and work with staff on JPA negotiations. The committee brings its formal recommendations to the entire Board for consideration and approval.

Staff recommends the Board appoint USD's EBDA representative and alternate to serve on the EBDA Ad Hoc JPA Negotiations Committee.

Ad hoc committees are temporary advisory committees composed solely of less than a quorum of the legislative body that serves a limited or single purpose, is not perpetual, and will dissolve once its specific task is completed. Ad hoc committees are not subject to the Brown Act. Therefore, the EBDA JPA Negotiations Ad Hoc Committee is not subject to the Brown Act.



#### Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy
Attorney

# JULY 22, 2019 BOARD OF DIRECTORS MEETING AGENDA ITEM # 14

TITLE: Election of Officers for the Board of Directors for Fiscal Year 2020 (This is a

Motion Item)

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

Karen Murphy, General Counsel

Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

### Recommendation

It is recommended that the Board appoint and elect by motion the officers to serve as President, Vice President, and Secretary for Fiscal Year 2020, in accordance with the attached policy.

#### **Previous Board Action**

The Board annually elects by majority vote the President, Vice President, and Secretary for one-year terms to coincide with the fiscal year.

# **Background**

The current policy was approved by the Board in December 2016, and designates the offices of President, Vice President, and Secretary. The policy states the Board shall annually elect by majority vote the President, Vice-President, and Secretary for one-year terms.

Historically, the Board has followed a rotation of officers, where Vice President becomes President, Secretary becomes Vice President, and the 4<sup>th</sup> member in rotation becomes Secretary. At present, Director Fernandez is Vice President, Director Toy is Secretary, Director Handley is the 4<sup>th</sup> member in the rotation, and Director Kite is the 5<sup>th</sup> member in the rotation.

In accordance with Policy 3070, Board officers in office at the beginning of the meeting shall retain their positions until the adjournment of the meeting and newly elected Board officers will assume their duties immediately following the meeting.

Attachment: Board Policy 3070, Boardmember Officers and Committee Membership

# Union Sanitary District Policy and Procedure Manual

Effective: 12/12/16	Boardmember	Policy Number 3070
	Officers and Committee Membership	Page 1 of 3

# **Policy**

Selection of Board Officers will be held annually at the first regular meeting in the month of July of each year. Internal Board committee memberships shall be established no later than the second regularly scheduled meeting in July of each year, following the selection of the Board Officers. External commissions/committees representatives shall be established no later than the first regularly scheduled meeting in May of each year.

### **Purpose**

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

#### **Procedure**

# **Board Officers**

- 1. The Officers are President, Vice President, and Secretary and the term of office shall be for one year. The Board may, by motion, amend the titles of President and Vice President to Chair and Vice Chair, respectively, provided that the Chair, regardless of title, shall act as the "president" pursuant to California Health & Safety Code Section 6486. Throughout this Policy, the titles President and Vice President shall be used interchangeably with Chair and Vice Chair.
- 2. The President shall preside over the meetings of the Board of Directors and be responsible for the following:
  - a. maintaining order and following the published agenda
  - b. ensuring Boardmembers are allowed to participate in discussions
  - c. allowing the public to speak on agenda items
  - d. facilitating dialog among the public, staff, and Boardmembers
  - e. appointment of members of the Board of Directors to Internal Committee assignments
  - f. signing resolutions, ordinances, and construction contracts on behalf of the District
  - g. representing the Board of Directors on issues or at events as designated by the full Board

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

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

3. At the first regularly scheduled Board meeting in July, or as soon thereafter as the item can be agendized at a regular Board meeting, the Board shall appoint its Board Officers. During election years, the newly elected Boardmembers shall be sworn in as the first item of business on the agenda followed immediately by the selection of the Board Officers. During non-election years, the selection of the Board Officers shall be considered after the last motion item on the agenda. The Board shall elect the President, Vice-President and Secretary for one year terms. The election or removal of the President, Vice-President, or Secretary shall require a majority vote of the Board. The Board may choose to follow a rotation of officers.

The Board officers in office at the beginning of the meeting shall retain their positions until the adjournment of the meeting and the newly selected Board Officers shall assume their duties immediately following this meeting.

# <u>Internal Board Committee Memberships</u>

- 1. Internal committees are: Budget and Finance; Engineering and Information Technology; Legal/Community Affairs; Legislative; Personnel; and Audit Committee. There is no fixed schedule for meetings set by this policy and appointments are made by the President, as set forth below. Notwithstanding the above, meetings are noticed and open to the public.
- Annually, following the election of Board officers, and at the same meeting as the election
  of the officers, Directors shall be provided a list of the internal committees along with an
  internal committee interest form. The internal committee interest form shall be
  completed in order of preference and provided to the General Manager, or designee, no
  later than 11 calendar days in advance of the next Board meeting.
- 3. The President is delegated the authority to appoint Directors to the internal committees. The President shall make every effort to rotate committee assignments and ensure a similar number of committee assignments for each Board member. Notice of internal committee membership appointments will be contained in an information item to the Board at the next regularly scheduled meeting following the selection of the Board Officers. The determination of the Board President on committee assignments shall be considered final.
- 4. Ad Hoc committees are called as needed by a majority vote of the Board of Directors.

# External Commissions / Committee Representatives (CCR)

- 1. External commissions/committees include: the EBDA Commission; the Joint Powers Authority for Geographic Information Systems; the Alameda County Water District Finance Authority (ACWDFA); and the Alameda County Chapter of the California Special Districts Association.
- 2. Membership on the EBDA Commission shall be a maximum of two consecutive years, with a possible three years in exceptional circumstances if approved by the Board.
- 3. The Board of Directors will elect the representatives for External Committees no later than the first regularly scheduled Board meeting in May of each year in order to ensure the representatives may be seated for the first meeting of the new committee or commission. At the prior meeting, Directors shall be provided a list of external committees along with an external committee interest form. The external committee interest form shall be completed in order of preference and provided to the General Manager, or designee, no later than 11 calendar days in advance of the meeting. The committee interests shall be compiled in a staff report by the General Manager, or designee, and provided to the Board for consideration. The Board shall elect the CCRs for one year terms or as otherwise decided by the Board majority. The election or removal of CCRs shall require a majority vote of the Board.

# **Management Responsibility**

The General Manager will be responsible for scheduling on the Board agenda, the election or appointment of Board officers and external commissions, pursuant to the schedule shown above. The General Manager, or designee, will provide the following to the new President, with copies to the Board: (1) a list of the last ten years and current committee memberships; (2) a copy of this policy; and (3) a list of internal committee interests. In consultation with the Board President, the General Manager will also be responsible for scheduling on the Board agenda the announcement of committee appointments.

Supersedes Policy Dated: July 2004, September 2005, January 2008, September 2010, October 2013

Approved by: Board of Directors December 12, 2016

Reviewers: General Manager, Board of Directors, District's attorney

Notify Person: General Manager Review frequency: Every 3 years Next Review: December 2019



#### Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy *Attorney* 

# 7/22/19 BOARD OF DIRECTORS MEETING AGENDA ITEM # 15

TITLE: Fiscal Year 2019 4th Quarter Managed Investment Portfolio Report (This is an

Information Item)

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

Laurie Brenner, Finance & Acquisition Services Coach

#### Recommendation

Information only.

### **Previous Board Action**

October 22, 2018 Board Meeting – Consider Approval of Portfolio Management Services Contract

### **Background**

In October of 2019, the Board authorized the General Manager to sign the Portfolio Management Services Contract with PFM Asset Management LLC (PFM) for investment management services. The strategy behind this decision was to maximize investment returns to the extent practicable, while maintaining compliance with all policy, legal and regulatory requirements for government agency investments. The provision of comprehensive portfolio reporting and current economic analyses were both deliverables in the contract negotiated with PFM.

PFM began investing for the District in March of 2019 and has been managing our portfolio since that time. The attached report from PFM shows the District's positions for Q4 of Fiscal Year 2019 (the first full quarter of investments on behalf of the District).

This reporting format is intended to supplement the existing Monthly Operations Report provided by Staff and includes the following sections, which will be presented in detail:

- Market Update
- Investment Performance Review
- Portfolio Transactions and Holdings
- Disclosures
- Glossary

Representatives from PFM and Staff will be available to answer questions.

Attachment: Investment Performance Review for the Quarter Ended June 30, 2019



# UNION SANITARY DISTRICT

# Investment Performance Review For the Quarter Ended June 30, 2019

Client Management Team

Monique Spyke, Managing Director

50 California Street, Suite 2300

San Francisco, CA 94111

415-982-5544

PFM Asset Management LLC

San Francisco, CA 94111

Harrisburg, PA 17101-2141

415-982-5544

717-232-2723

# Market Update

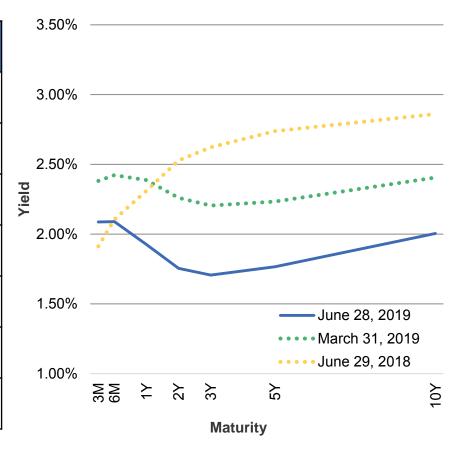
# **Current Market Themes**

- U.S. economic conditions are characterized by:
  - Solid GDP growth, with unusual contributing factors in Q1.
  - Generally strong labor market with a low unemployment rate of 3.7%.
  - Subdued inflation pressures and recovering housing market.
  - Increasing downside risks, including a growing budget deficit, protracted trade wars, and geopolitical risks.
- U.S. GDP was revised slightly lower to 3.1% in Q1 of 2019, representing a resilient economy amid prospects of
  lackluster growth. The revised estimate reflected upward revisions to consumption, exports, and government
  expenditures, which helped offset downward revisions to fixed investment and private inventory. Consumer spending
  still posted the weakest contribution in a year, and inflation was more subdued than initially reported.
- The Fed shifted its stance on monetary policy from "patient" to "appropriate". Fed Chair Powell recently acknowledged the consequences of escalating trade tensions and affirmed the Fed will "act as appropriate to sustain the expansion." The fed funds target range is currently 2.25 to 2.5%.
- U.S equities halted their strong advance year to date because of rising trade policy uncertainty and the possibility of subsequent disruptions in global value chains.

# U.S. Treasury Yields Have Fallen; Inversion Deepens

• Interest rates plummeted in the second quarter, with yields on 2-5 year Treasury securities falling around 50 basis points (0.50%) to the lowest levels since 2017. Rates fell in response to slowing global growth expectations, weakness in manufacturing due to renewed trade disputes, low inflation, and expectations for multiple Fed rate cuts in the second half of the year. Much of the yield curve remains inverted, where longer-term yields are lower than short-term yields.

	<b>2Q2019</b> 6/28/19	<b>1Q2019</b> 3/29/19	<b>2Q2018</b> 6/29/18
3-month	2.09%	2.38%	1.91%
6-month	2.09%	2.42%	2.10%
1-year	1.93%	2.39%	2.31%
2-year	1.75%	2.26%	2.53%
3-year	1.71%	2.20%	2.62%
5-year	1.77%	2.23%	2.74%
10-year	2.01%	2.41%	2.86%



Source: Bloomberg, as of 6/28/19.

# **Yield Spreads (OAS) of 1-5 Year A-AAA Corporate Index**

 Somewhat counter-intuitively, credit-sensitive assets performed well during the quarter as yield spreads on corporate bonds widened and U.S. equity markets reached new all-time highs in the quarter.



Source: Bloomberg, as of 6/28/19. The option-adjusted spread (OAS) is the difference between a fixed-income security rate and the risk-free rate of return that takes into account an embedded option.

# **Summary of Fed Meeting Minutes**

# June

19

- Information received since the FOMC met in May indicates that the labor market remains strong and that economic activity is rising at a moderate rate.
- Job gains have been solid, on average, in recent months, and the unemployment rate has remained low. Although growth of household spending appears to have picked up from earlier in the year, indicators of business fixed investments have been soft.
- On a 12-month basis, overall inflation and inflation for items other than food and energy are running below 2 percent. Market-based measures of inflation compensation have **declined**; survey-based measures of longer-term inflation expectations are little changed.
- The Committee continues to view sustained expansion of economic activity, strong labor market conditions, and inflation near the Committee's symmetric 2 percent objective as the most likely outcomes, but uncertainties about this outlook have increased. In light of these uncertainties and muted inflation pressures, the Committee will closely monitor the implications of incoming information for the economic outlook and will act as appropriate to sustatin the expansion...
- In support of the Committee's goals, the Committee decided to maintain the target range for the federal funds rate at 2.25 to 2.5 percent.



# Portfolio Recap

- Our portfolio strategy included the following elements:
  - Broad diversification, generally including the widest range of permitted investments, while maintaining a
    portfolio duration in line with the benchmark. Maintaining a neutral duration despite the inverted yield
    curve drove strong market-value returns across most fixed-income sectors given the sharp drop in yields.
  - We continued to reduce federal agency allocations as their yield spreads remained near historical tights. Noncallable agencies generated small out-performance due to their modestly higher yields, but callable agencies under-performed as lower rates increased the likelihood of a call before maturity.
  - Corporate yield spreads remain tight by historical standards, but widened briefly amid trade tensions. Investment-grade (IG) corporates generated excess returns for the second consecutive quarter. We focused allocations on high-quality issuers with relatively less exposure to international trade risks. We also had a slight preference for industrials over financials in the quarter.
  - Short-term commercial paper and negotiable bank CD yield spreads narrowed in the second quarter, reducing their overall attractiveness. By quarter-end, the money market yield curve was also inverted.

Portfolio Compliance

# **Sector Allocation & Compliance**

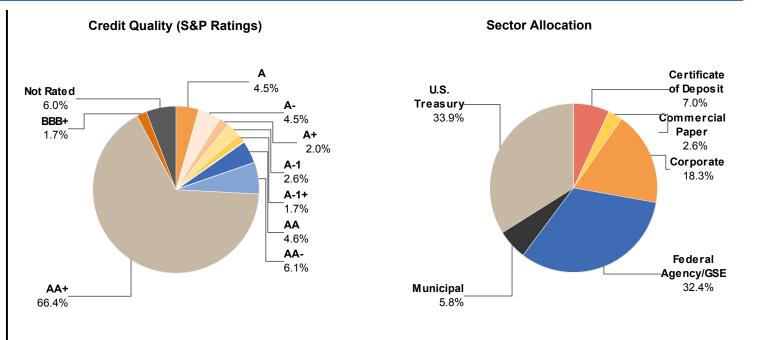
• The portfolio is in compliance with the District's Investment Policy and California Government Code.

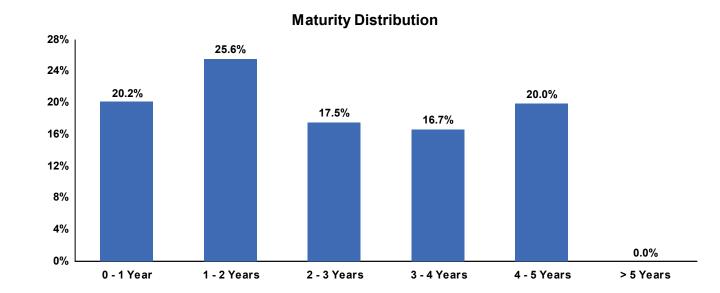
Security Type	Market Value	% of Portfolio	Permitted by Policy	In Compliance	
U.S. Treasury	S. Treasury \$19,736,542		100%	<b>√</b>	
Federal Agency \$18,793,440		21.0%	100%	✓	
Municipal Obligations \$3,339,229		3.7%	100%	✓	
Negotiable CDs \$4,041,17		4.5%	30%	✓	
Corporate Notes \$10,62		11.9%	30%	✓	
Commercial Paper	\$1,491,855	1.7%	25%	✓	
Securities Sub-Total	\$58,027,509	64.8%			
Accrued Interest	\$213,888				
Securities Total	\$58,241,398				
CAMP	\$31,441,932	35.1%	50%	✓	
Cash	\$105,508	0.1%	20%	✓	
Total Investments	\$89,788,838	100.0%			

# **Portfolio Statistics**

As of June 30, 2019

Par Value:	\$57,897,000
Total Market Value:	\$58,346,905
Security Market Value:	\$58,027,509
Accrued Interest:	\$213,888
Cash:	\$105,508
Amortized Cost:	\$57,538,280
Yield at Market:	2.02%
Yield at Cost:	2.14%
Effective Duration:	2.12 Years
Duration to Worst:	2.22 Years
Average Maturity:	2.40 Years
Average Credit: *	AA

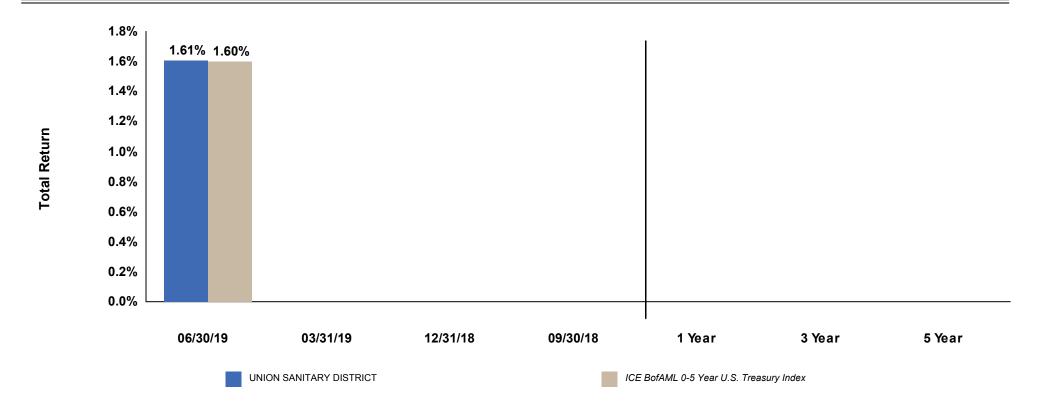




<sup>\*</sup>An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio. The Total Market Value excludes funds held in CAMP.

# **Portfolio Performance (Total Return)**

			Quarter Ended				Annualized Return	
Portfolio/Benchmark Effective  Duration		06/30/19	03/31/19	12/31/18	09/30/18	1 Year	3 Year	5 Year
UNION SANITARY DISTRICT	2.12	1.61%	-	-	-	-	-	-
ICE BofAML 0-5 Year U.S. Treasury Index	2.10	1.60%	-	-	-	-	-	
Difference		0.01%	-	-	-	-	-	-



Portfolio performance is gross of fees unless otherwise indicated.

### Portfolio Performance

## **Portfolio Earnings**

### Quarter-Ended June 30, 2019

	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (03/31/2019)	\$54,848,885.61	\$54,978,403.44
Net Purchases/Sales	\$2,532,381.53	\$2,532,381.53
Change in Value	\$646,242.14	\$27,494.70
Ending Value (06/30/2019)	\$58,027,509.28	\$57,538,279.67
Interest Earned	\$276,875.53	\$276,875.53
Portfolio Earnings	\$923,117.67	\$304,370.23

### **Sector/Issuer Distribution**

## As of June 30, 2019

ector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
ertificate of Deposit			
ALLY FINANCIAL INC.	247,086	6.1%	0.4%
AMERICAN EXPRESS CO	247,335	6.1%	0.4%
BELMONT SAVINGS BANK	247,368	6.1%	0.4%
BMW FINANCIAL SERVICES NA LLC	246,388	6.1%	0.4%
CAPITAL ONE FINANCIAL CORP	245,008	6.1%	0.4%
CREDIT AGRICOLE SA	577,976	14.3%	1.0%
DISCOVER FINANCIAL SERVICES	247,103	6.1%	0.4%
JP MORGAN CHASE & CO	248,868	6.2%	0.4%
LAKESIDE BANK	248,033	6.1%	0.4%
LANDMARK BANK NA MO	247,591	6.1%	0.4%
PONCE DE LEON FEDERAL BK	247,363	6.1%	0.4%
STATE BANK OF INDIA	247,076	6.1%	0.4%
SUMMIT COMMUNITY BANK	247,806	6.1%	0.4%
SYNCHRONY BANK	247,365	6.1%	0.4%
WELLS FARGO & COMPANY	248,813	6.2%	0.4%
Sector Total	4,041,177	100.0%	7.0%
ommercial Paper			
MITSUBISHI UFJ FINANCIAL GROUP INC	1,491,855	100.0%	2.6%

or / Issuer	Market Value (\$)	% of Sector	% of Total Portf
Sector Total	1,491,855	100.0%	2.6%
orate			
AMAZON.COM INC	681,549	6.4%	1.2%
AMERICAN EXPRESS CO	1,010,682	9.5%	1.7%
BANK OF AMERICA CO	533,581	5.0%	0.9%
BB&T CORPORATION	536,269	5.0%	0.9%
CHEVRON CORPORATION	2,160,599	20.3%	3.7%
EXXON MOBIL CORP	1,005,959	9.5%	1.7%
GENERAL ELECTRIC CO	995,252	9.4%	1.7%
HSBC HOLDINGS PLC	2,055,284	19.3%	3.5%
JP MORGAN CHASE & CO	530,382	5.0%	0.9%
PACCAR FINANCIAL CORP	587,091	5.5%	1.0%
STATE STREET CORPORATION	528,619	5.0%	0.9%
Sector Total	10,625,267	100.0%	18.3%
ral Agency/GSE			
FANNIE MAE	989,432	5.3%	1.7%
FEDERAL FARM CREDIT BANKS	2,989,629	15.9%	5.2%
FEDERAL HOME LOAN BANKS	7,327,279	39.0%	12.6%
FREDDIE MAC	7,487,100	39.8%	12.9%
Sector Total	18,793,440	100.0%	32.4%

# UNION SANITARY DISTRICT Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
CALIFORNIA ST	1,011,560	30.3%	1.7%
LA QUINTA CA REDEV AGY SUCCESS	1,329,774	39.8%	2.3%
RIVERSIDE CA PENSN OBLG	499,515	15.0%	0.9%
VICTOR VLY CA CMNTY CLG DIST	498,380	14.9%	0.9%
Sector Total	3,339,229	100.0%	5.8%
U.S. Treasury			
UNITED STATES TREASURY	19,736,542	100.0%	34.0%
Sector Total	19,736,542	100.0%	34.0%
Portfolio Total	58,027,509	100.0%	100.0%

# **Investment Strategy Outlook**

- While we expect U.S. and global economic growth to moderate in the second half of the year amid elevated risks to the economy, we do not believe a recession is imminent.
- The Fed has officially shifted its stance on monetary policy from "patient" to "appropriate" and rates have continued to move lower. As such, we will continue to maintain a portfolio duration in line with the benchmark in order to minimize performance risk in the event yields continue to decline. While market-implied probabilities and economist surveys strongly suggest that the Fed will cut rates as early as July, the key questions of "when" and "how much" will drive our strategy over the rest of the year.
- Our outlook for each of the major investment-grade fixed-income sectors are as follows:
  - Federal agency spreads are very tight and we expect them to remain so. Although callable agency spreads are wider than they have been in a while, the sharp downward move in rates has reduced the likelihood of outperformance.
  - In supranationals, supply constraints have led us to recalibrate our strategy to account for lower allocations. We will still seek to add supranationals to the portfolio as attractive issues become available.
  - As a result of the Fed's more accommodative stance and our positive view of the IG corporate sector, we will maintain
    corporate allocations and seek to modestly extend the duration of our allocations, while remaining diligent in our issuer and
    security selection process.
  - ABS spreads have recently widened back to levels that offer attractive incremental income compared to government and credit alternatives.
  - The decline in mortgage rates, increase in paydowns, and the Fed's ongoing reduction in the holdings of agency MBS on their balance sheet are expected to continue. Our focus will be on specific structures, like agency CMBS, that offer incremental income and prepayment stability.
  - Historically tight spreads have also reduced the range of high-quality, short-term credit issues that offer adequate incremental income to warrant purchase. Careful maturity selection around Fed meeting expectations will be an important consideration going forward, particularly with both the Treasury and credit yield curves inverted.



## **Quarterly Portfolio Transactions**

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
BUY									
4/1/19	4/2/19	1,790,000	912828S92	US TREASURY NOTES	1.25%	7/31/23	1,716,576.62	2.30%	
4/1/19	4/2/19	1,050,000	912828W55	US TREASURY N/B NOTES	1.87%	2/28/22	1,039,337.73	2.30%	
4/3/19	4/4/19	575,000	22535CDU2	CREDIT AGRICOLE CIB NY CERT DEPOS	2.83%	4/2/21	575,000.00	2.85%	
4/11/19	4/15/19	675,000	023135AW6	AMAZON.COM INC BONDS	2.40%	2/22/23	670,884.75	2.66%	
4/25/19	4/26/19	330,000	3130AG5B7	FEDERAL HOME LOAN BANKS CALLABLE NOTES	2.85%	3/27/24	330,757.63	2.85%	
5/3/19	5/10/19	580,000	69371RP83	PACCAR FINANCIAL CORP CORP NOTES	2.65%	5/10/22	579,686.80	2.67%	
5/14/19	5/15/19	450,000	313384GP8	FEDERAL HOME LOAN BANKS DISC NOTE	0.00%	6/7/19	449,315.75	2.38%	
5/15/19	5/16/19	1,015,000	313384GP8	FEDERAL HOME LOAN BANKS DISC NOTE	0.00%	6/7/19	1,013,542.35	2.35%	
6/3/19	6/7/19	960,000	912828X70	US TREASURY N/B NOTES	2.00%	4/30/24	966,857.61	1.89%	
6/3/19	6/7/19	495,000	912828TH3	US TREASURY NOTES	0.87%	7/31/19	495,494.73	2.26%	
6/13/19	6/14/19	985,000	30231GAR3	EXXON MOBIL CORPORATION CORP NOTES	2.72%	3/1/23	1,009,082.65	2.26%	
6/24/19	6/24/19	1,000,000	313384HR3	FEDERAL HOME LOAN BANKS DISC NOTE	0.00%	7/3/19	999,447.50	2.21%	
Total BUY		9,905,000					9,845,984.12		
INTEREST									
4/1/19	4/1/19	0	MONEY0002	MONEY MARKET FUND			1,467.43		
4/1/19	4/1/19	1,000,000	13063DAD0	CA ST TXBL GO BONDS	2.36%	4/1/22	11,835.00		
4/5/19	4/5/19	247,000	02587DN38	AMERICAN EXPRESS CREDIT CD	2.45%	4/5/22	3,017.46		
4/11/19	4/11/19	248,000	20033ASR8	COMENITY CAPITAL BANK CORP NOTES	1.25%	4/11/19	263.29		
4/15/19	4/15/19	249,000	48125Y5L4	JPMORGAN CHASE & CO CD	1.10%	7/15/19	675.37		
4/22/19	4/22/19	249,000	9497486R3	WELLS FARGO BANK NA CD	1.15%	7/22/19	243.20		
4/26/19	4/26/19	330,000	3134GBEG3	FREDDIE MAC NOTES	1.41%	4/26/19	2,326.50		
4/26/19	4/26/19	1,000,000	3130AB3D6	FEDERAL HOME LOAN BANKS NOTES	2.00%	10/26/21	10,000.00		
4/26/19	4/26/19	248,000	140420L99	CAPITAL ONE BANK USA NA CD	1.50%	10/26/20	1,854.90		

#### UNION SANITARY DISTRICT

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
4/28/19	4/28/19	1,000,000	3134G8Z28	FREDDIE MAC NOTES	1.50%	4/28/21	7,500.00	)	
4/28/19	4/28/19	1,000,000	3134G8XQ7	FREDDIE MAC NOTES	1.25%	10/28/19	6,250.00		
4/28/19	4/28/19	1,000,000	3130A7QX6	FEDERAL HOME LOAN BANKS NOTES	1.75%	4/28/21	7,500.00		
4/28/19	4/28/19	2,500,000	3134G8VZ9	FREDDIE MAC NOTES	1.50%	4/28/21	18,750.00		
4/28/19	4/28/19	248,000	02006LQ48	ALLY BANK CD	1.35%	10/28/19	1,669.4		
4/28/19	4/28/19	1,000,000	3130A7PR0	FEDERAL HOME LOAN BANKS NOTES	2.00%	4/28/21	7,500.00		
4/30/19	4/30/19	249,000	51210SMU8	LAKESIDE BANK CD	1.75%	5/29/20	370.09	)	
4/30/19	4/30/19	249,000	732333AJ8	PONCE DE LEON FEDERAL BK CD	1.85%	5/28/21	378.62	2	
4/30/19	4/30/19	249,000	86604XLT1	SUMMIT COMMUNITY BANK CD	1.65%	5/29/20	337.68	}	
5/1/19	5/1/19	0	MONEY0002	MONEY MARKET FUND			18.93	}	
5/3/19	5/3/19	1,000,000	3133EF5T0	FEDERAL FARM CREDIT BANKS NOTES	1.70%	5/3/21	8,500.00		
5/15/19	5/15/19	1,160,000	166764AN0	CHEVRON CORP (CALLABLE) NOTE	2.19%	11/15/19	12,719.40		
5/15/19	5/15/19	425,000	912828R44	US TREASURY NOTES	0.87%	5/15/19	1,859.38	3	
5/15/19	5/15/19	1,000,000	36164QMS4	GENERAL ELECTRIC CO CORP NOTES	2.34%	11/15/20	11,710.00		
5/16/19	5/16/19	1,000,000	166764BG4	CHEVRON CORP (CALLABLE) NOTES	2.10%	5/16/21	10,500.00	)	
5/16/19	5/16/19	1,000,000	3133EF7L5	FEDERAL FARM CREDIT BANK	1.17%	5/16/19	5,850.00		
5/18/19	5/18/19	525,000	46625HRL6	JPMORGAN CHASE & CO CORP NOTES	2.70%	5/18/23	7,087.50	)	
5/19/19	5/19/19	530,000	857477AV5	STATE STREET CORP NOTES	1.95%	5/19/21	5,167.50		
5/22/19	5/22/19	249,000	9497486R3	WELLS FARGO BANK NA CD	1.15%	7/22/19	235.36	<b>)</b>	
5/25/19	5/25/19	1,000,000	3133EGBK0	FEDERAL FARM CREDIT BANKS NOTES	1.30%	11/25/19	6,500.00		
5/30/19	5/30/19	249,000	732333AJ8	PONCE DE LEON FEDERAL BK CD	1.85%	5/28/21	391.24	ļ	
5/31/19	5/31/19	249,000	51210SMU8	LAKESIDE BANK CD	1.75%	5/29/20	358.15	5	
5/31/19	5/31/19	249,000	86604XLT1	SUMMIT COMMUNITY BANK CD	1.65%	5/29/20	348.94	ļ	
6/1/19	6/1/19	500,000	769036BA1	EVERGREEN ELEM SD, CA TXBL GO BONDS	2.12%	6/1/21	5,312.50	)	
6/14/19	6/14/19	1,000,000	3134GBRH7	FREDDIE MAC NOTES	1.40%	6/14/19	7,000.00	)	
6/16/19	6/16/19	1,000,000	3136G3QX6	FANNIE MAE NOTES	1.50%	6/16/21	7,500.00	)	
6/20/19	6/20/19	525,000	05531FBG7	BRANCH BANKING & TRUST CORP NOTES	3.05%	6/20/22	4,092.08	}	
6/21/19	6/21/19	1,000,000	3130AADQ8	FEDERAL HOME LOAN BANKS NOTES	1.93%	12/21/20	9,650.00	)	
6/22/19	6/22/19	249,000	9497486R3	WELLS FARGO BANK NA CD	1.15%	7/22/19	243.20	)	
6/22/19	6/22/19	1,000,000	3130AAHC5	FEDERAL HOME LOAN BANKS NOTES	2.40%	12/22/21	12,000.00		

### UNION SANITARY DISTRICT

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
6/24/19	6/24/19	1,000,000	3133EEZ60	FEDERAL FARM CREDIT BANK	1.52%	6/24/19	7,600.00	)	_
6/29/19	6/29/19	248,000	51506VCA9	LANDMARK BANK NA MO CD	2.10%	3/29/21	1,312.70	)	
6/29/19	6/29/19	1,000,000	3130AAET1	FEDERAL HOME LOAN BANKS NOTES	2.05%	12/29/21	10,250.00	)	
6/29/19	6/29/19	247,000	254672Y36	DISCOVER BANK CD	2.25%	12/29/21	2,771.14	1	
6/30/19	6/30/19	2,000,000	912828V23	US TREASURY NOTES	2.25%	12/31/23	22,500.00	)	
6/30/19	6/30/19	249,000	86604XLT1	SUMMIT COMMUNITY BANK CD	1.65%	5/29/20	337.68	3	
6/30/19	6/30/19	1,000,000	3134GAYY4	FREDDIE MAC AGENCY	1.50%	12/30/19	7,500.00	)	
6/30/19	6/30/19	249,000	51210SMU8	LAKESIDE BANK CD	1.75%	5/29/20	370.09	)	
6/30/19	6/30/19	1,000,000	3134GAYV0	FREDDIE MAC	2.00%	12/30/21	10,000.00	)	
6/30/19	6/30/19	2,000,000	912828S35	US TREASURY NOTES	1.37%	6/30/23	13,750.00	)	
6/30/19	6/30/19	1,420,000	912828XG0	US TREASURY N/B NOTES	2.12%	6/30/22	15,087.50	)	
6/30/19	6/30/19	249,000	732333AJ8	PONCE DE LEON FEDERAL BK CD	1.85%	5/28/21	378.62	2	
6/30/19	6/30/19	2,000,000	912828N30	US TREASURY NOTES	2.12%	12/31/22	21,250.00	)	
Total INTER	EST	37,638,000					312,090.86		
MATURITY									
4/11/19	4/11/19	248,000	20033ASR8	COMENITY CAPITAL BANK CORP NOTES	1.25%	4/11/19	248,000.00	)	0.00
4/26/19	4/26/19	330,000	3134GBEG3	FREDDIE MAC NOTES	1.41%	4/26/19	330,000.00	)	0.00
5/15/19	5/15/19	425,000	912828R44	US TREASURY NOTES	0.87%	5/15/19	425,000.00	)	0.00
5/16/19	5/16/19	1,000,000	3133EF7L5	FEDERAL FARM CREDIT BANK	1.17%	5/16/19	1,000,000.00	)	0.00
6/7/19	6/7/19	1,015,000	313384GP8	FEDERAL HOME LOAN BANKS DISC NOTE	0.00%	6/7/19	1,015,000.00	)	0.00
6/7/19	6/7/19	450,000	313384GP8	FEDERAL HOME LOAN BANKS DISC NOTE	0.00%	6/7/19	450,000.00	)	0.00
6/14/19	6/14/19	1,000,000	3134GBRH7	FREDDIE MAC NOTES	1.40%	6/14/19	1,000,000.00	)	0.00
6/24/19	6/24/19	1,000,000	3133EEZ60	FEDERAL FARM CREDIT BANK	1.52%	6/24/19	1,000,000.00	)	0.00

Total MATURITY

5,468,000

0.00

5,468,000.00

## For the Quarter Ended June 30, 2019

# UNION SANITARY DISTRICT Portfolio Activity

Trade Date	Settle Date	Par (\$) CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
SELL								
4/3/19	4/4/19	575,000 912828R44	US TREASURY NOTES	0.87%	5/15/19	575,935.05	2.42%	(789.14)
4/15/19	4/15/19	670,000 3134GBEG3	FREDDIE MAC NOTES	1.41%	4/26/19	674,207.04	2.51%	(227.80)
5/3/19	5/7/19	580,000 912828XG0	US TREASURY N/B NOTES	2.12%	6/30/22	581,310.68	2.30%	2,121.33
6/13/19	6/14/19	5,000 912828TH3	US TREASURY NOTES	0.87%	7/31/19	5,007.60	2.20%	0.42
Total SELL		1,830,000				1,836,460.37		1,104.81

Security Type/DescriptionDated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 07/31/2012 0.875% 07/31/2019	912828TH3	490,000.00	AA+	Aaa	6/3/2019	6/7/2019	488,985.55	2.26	1,788.43	489,436.42	489,443.36
US TREASURY N/B NOTES DTD 02/28/2017 1.875% 02/28/2022	912828W55	1,050,000.00	AA+	Aaa	4/1/2019	4/2/2019	1,037,572.27	2.30	6,580.33	1,038,591.29	1,053,896.55
US TREASURY N/B NOTES DTD 06/30/2015 2.125% 06/30/2022	912828XG0	1,420,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,406,909.37	2.42	82.00	1,408,024.22	1,436,751.74
US TREASURY NOTES DTD 09/30/2015 1.750% 09/30/2022	912828L57	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,954,531.25	2.43	8,797.81	1,958,032.60	2,001,406.00
US TREASURY NOTES DTD 12/31/2015 2.125% 12/31/2022	912828N30	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,978,359.38	2.43	115.49	1,979,948.88	2,027,266.00
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	912828Q29	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,929,140.63	2.43	7,540.98	1,933,888.16	1,983,360.00
US TREASURY NOTES DTD 06/30/2016 1.375% 06/30/2023	912828S35	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,914,609.38	2.43	74.73	1,920,032.42	1,972,266.00
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	1,790,000.00	AA+	Aaa	4/1/2019	4/2/2019	1,712,806.25	2.30	9,333.22	1,717,047.01	1,755,597.99
US TREASURY N/B DTD 09/30/2016 1.375% 09/30/2023	912828T26	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,909,531.25	2.44	6,912.57	1,914,888.84	1,970,000.00
US TREASURY NOTES DTD 01/03/2017 2.250% 12/31/2023	912828V23	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,982,968.75	2.44	122.28	1,983,959.40	2,043,124.00
US TREASURY N/B NOTES DTD 02/28/2017 2.125% 02/29/2024	912828W48	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,970,625.00	2.44	14,205.16	1,972,205.32	2,032,968.00
US TREASURY N/B NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	960,000.00	AA+	Aaa	6/3/2019	6/7/2019	964,875.00	1.89	3,234.78	964,813.91	970,462.08
Security Type Sub-Total		19,710,000.00					19,250,914.08	2.38	58,787.78	19,280,868.47	19,736,541.72
Municipal Bond / Note											
ENERGY NW, WA TXBL REV BONDS DTD 12/22/2016 2.034% 09/01/2019	50420BCH3	1,330,000.00	AA-	NR	12/22/2016	12/22/2016	1,336,650.00	1.84	9,017.40	1,330,419.16	1,329,773.90

Security Type/Description  Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
EVERGREEN ELEM SD, CA TXBL GO BONDS DTD 05/31/2017 2.125% 06/01/2021	769036BA1	500,000.00	AA	NR	6/1/2017	6/1/2017	500,000.00	2.13	885.42	500,000.00	499,515.00
YPSILANTI COMM SCH, MI TXBL GO BONDS DTD 05/05/2016 1.896% 08/01/2021	92603PER9	500,000.00	AA-	Aa2	12/28/2016	12/28/2016	490,150.00	2.35	3,950.00	495,402.48	498,380.00
CA ST TXBL GO BONDS DTD 04/27/2017 2.367% 04/01/2022	13063DAD0	1,000,000.00	AA-	Aa3	4/27/2017	4/27/2017	1,010,000.00	2.15	5,917.50	1,005,704.62	1,011,560.00
Security Type Sub-Total		3,330,000.00					3,336,800.00	2.05	19,770.32	3,331,526.26	3,339,228.90
Federal Agency Discount Note											
FEDERAL HOME LOAN BANKS DISC NOTE DTD 07/03/2018 0.000% 07/03/2019	313384HR3	1,000,000.00	A-1+	P-1	6/24/2019	6/24/2019	999,447.50	2.21	0.00	999,877.22	999,703.61
Security Type Sub-Total		1,000,000.00					999,447.50	2.21	0.00	999,877.22	999,703.61
Federal Agency Bond / Note											
FHLMC NOTES (EX-CALLABLE) DTD 03/09/2017 1.500% 09/09/2019	3134GA7A6	1,000,000.00	AA+	Aaa	5/10/2017	5/10/2017	1,000,000.00	1.50	4,666.67	1,000,000.00	998,526.00
FREDDIE MAC NOTES DTD 04/28/2016 1.250% 10/28/2019	3134G8XQ7	1,000,000.00	AA+	Aaa	4/28/2016	4/28/2016	1,000,000.00	1.25	2,187.50	1,000,000.00	996,772.00
FEDERAL FARM CREDIT BANKS NOTES DTD 05/25/2016 1.300% 11/25/2019	3133EGBK0	1,000,000.00	AA+	Aaa	5/25/2016	5/25/2016	997,950.00	1.36	1,300.00	999,760.92	997,221.00
FREDDIE MAC AGENCY DTD 12/30/2016 1.500% 12/30/2019	3134GAYY4	1,000,000.00	AA+	Aaa	12/30/2016	12/30/2016	1,000,000.00	1.50	41.67	1,000,000.00	996,268.00
FFCB (CALLABLE) AGENCY NOTES DTD 03/23/2016 1.590% 03/23/2020	3133EFR25	1,000,000.00	AA+	Aaa	3/23/2016	3/23/2016	1,000,000.00	1.59	4,328.33	1,000,000.00	994,623.00

Security Type/Description  Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FEDERAL HOME LOAN BANKS NOTES DTD 12/21/2016 1.930% 12/21/2020	3130AADQ8	1,000,000.00	AA+	Aaa	12/21/2016	12/21/2016	1,000,000.00	1.93	536.11	1,000,000.00	997,305.00
FEDERAL HOME LOAN BANKS NOTES DTD 04/28/2016 1.750% 04/28/2021	3130A7QX6	1,000,000.00	AA+	Aaa	4/28/2016	4/28/2016	1,000,000.00	1.50	3,062.50	1,000,000.00	999,549.00
FEDERAL HOME LOAN BANKS NOTES DTD 04/28/2016 2.000% 04/28/2021	3130A7PR0	1,000,000.00	AA+	Aaa	4/28/2016	4/28/2016	1,000,000.00	1.50	3,500.00	1,000,000.00	1,000,192.00
FREDDIE MAC NOTES DTD 04/28/2016 1.500% 04/28/2021	3134G8Z28	1,000,000.00	AA+	Aaa	5/10/2016	5/10/2016	999,500.00	1.51	2,625.00	999,812.62	999,093.00
FREDDIE MAC NOTES DTD 04/28/2016 1.500% 04/28/2021	3134G8VZ9	2,500,000.00	AA+	Aaa	4/28/2016	4/28/2016	2,500,000.00	1.50	6,562.50	2,500,000.00	2,496,150.00
FEDERAL FARM CREDIT BANKS NOTES DTD 05/03/2016 1.700% 05/03/2021	3133EF5T0	1,000,000.00	AA+	Aaa	5/3/2016	5/3/2016	1,000,000.00	1.70	2,738.89	1,000,000.00	997,785.00
FANNIE MAE NOTES DTD 06/16/2016 1.500% 06/16/2021	3136G3QX6	1,000,000.00	AA+	Aaa	6/16/2016	6/16/2016	995,000.00	1.60	625.00	997,994.09	989,432.00
FEDERAL HOME LOAN BANKS NOTES DTD 04/26/2017 2.000% 10/26/2021	3130AB3D6	1,000,000.00	AA+	Aaa	4/26/2017	4/26/2017	1,000,000.00	2.00	3,611.11	1,000,000.00	999,666.00
FEDERAL HOME LOAN BANKS NOTES DTD 12/22/2016 2.400% 12/22/2021	3130AAHC5	1,000,000.00	AA+	Aaa	12/22/2016	12/22/2016	1,000,000.00	2.40	600.00	1,000,000.00	1,000,019.00
FEDERAL HOME LOAN BANKS NOTES DTD 12/29/2016 2.050% 12/29/2021	3130AAET1	1,000,000.00	AA+	Aaa	12/29/2016	12/29/2016	1,000,000.00	2.05	113.89	1,000,000.00	1,000,460.00
FREDDIE MAC DTD 12/30/2016 2.000% 12/30/2021	3134GAYV0	1,000,000.00	AA+	Aaa	12/30/2016	12/30/2016	1,000,000.00	2.00	55.56	1,000,000.00	1,000,291.00
FEDERAL HOME LOAN BANKS CALLABLE NOTES DTD 03/27/2019 2.850% 03/27/2024	3130AG5B7	330,000.00	AA+	Aaa	4/25/2019	4/26/2019	330,000.00	2.85	2,455.75	330,000.00	330,384.45
Security Type Sub-Total		17,830,000.00					17,822,450.00	1.69	39,010.48	17,827,567.63	17,793,736.45
Corporate Note											

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CHEVRON CORP (CALLABLE) NOTE DTD 11/18/2014 2.193% 11/15/2019	166764AN0	1,160,000.00	AA	Aa2	2/26/2016	2/26/2016	1,167,806.57	2.00	3,250.51	1,160,641.42	1,159,722.76
HSBC BANK USA NA CORP NOTES DTD 08/24/2010 4.875% 08/24/2020	4042Q1AE7	2,000,000.00	Α	A1	5/17/2016	5/17/2016	2,191,145.28	2.50	34,395.83	2,053,361.22	2,055,284.00
GENERAL ELECTRIC CO CORP NOTES DTD 07/02/2016 2.342% 11/15/2020	36164QMS4	1,000,000.00	BBB+	Baa1	3/10/2017	3/10/2017	1,010,642.28	2.04	2,992.56	1,004,064.82	995,252.00
CHEVRON CORP (CALLABLE) NOTES DTD 05/16/2016 2.100% 05/16/2021	166764BG4	1,000,000.00	AA	Aa2	5/10/2017	5/10/2017	999,500.00	2.11	2,625.00	999,762.25	1,000,876.00
STATE STREET CORP NOTES DTD 05/19/2016 1.950% 05/19/2021	857477AV5	530,000.00	Α	A1	3/20/2019	3/22/2019	520,566.00	2.81	1,205.75	521,746.21	528,618.82
AMERICAN EXPRESS CREDIT (CALLABLE) NOTES DTD 03/03/2017 2.700% 03/03/2022	0258M0EG0	1,000,000.00	A-	A2	5/15/2017	5/15/2017	1,013,279.67	2.41	8,850.00	1,007,480.47	1,010,682.00
PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	580,000.00	A+	A1	5/3/2019	5/10/2019	579,686.80	2.67	2,177.42	579,701.10	587,091.08
BRANCH BANKING & TRUST CORP NOTES DTD 03/18/2019 3.050% 06/20/2022	05531FBG7	525,000.00	A-	A2	3/20/2019	3/22/2019	525,714.00	3.01	489.27	525,643.66	536,269.13
AMAZON.COM INC BONDS DTD 06/06/2018 2.400% 02/22/2023	023135AW6	675,000.00	AA-	A3	4/11/2019	4/15/2019	668,499.75	2.66	5,805.00	668,845.73	681,548.85
EXXON MOBIL CORPORATION CORP NOTES DTD 03/03/2016 2.726% 03/01/2023	30231GAR3	985,000.00	AA+	Aaa	6/13/2019	6/14/2019	1,001,400.25	2.26	8,950.37	1,001,203.65	1,005,958.83
JPMORGAN CHASE & CO CORP NOTES DTD 05/18/2016 2.700% 05/18/2023	46625HRL6	525,000.00	A-	A2	3/20/2019	3/22/2019	517,970.25	3.04	1,693.13	518,420.55	530,382.30
BANK OF AMERICA CORP NOTES DTD 07/23/2013 4.100% 07/24/2023	06053FAA7	500,000.00	A-	A2	3/20/2019	3/22/2019	520,405.00	3.09	8,940.28	519,202.35	533,581.00
Security Type Sub-Total		10,480,000.00					10,716,615.85	2.45	81,375.12	10,560,073.43	10,625,266.77

Security Type/Description  Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Commercial Paper											
MUFG BANK LTD/NY COMM PAPER DTD 01/02/2019 0.000% 09/19/2019	62479MWK5	1,500,000.00	A-1	P-1	3/22/2019	3/25/2019	1,480,790.83	2.62	0.00	1,491,366.66	1,491,855.00
Security Type Sub-Total		1,500,000.00					1,480,790.83	2.62	0.00	1,491,366.66	1,491,855.00
Certificate of Deposit - FDIC Insured											
JPMORGAN CHASE & CO CD DTD 07/15/2016 1.100% 07/15/2019	48125Y5L4	249,000.00	NR	NR	7/15/2016	7/15/2016	249,000.00	1.10	578.23	249,000.00	248,867.53
ALLY BANK CD DTD 10/27/2016 1.350% 10/28/2019	02006LQ48	248,000.00	NR	NR	10/27/2016	10/27/2016	248,000.00	1.35	587.05	248,000.00	247,086.12
LAKESIDE BANK CD DTD 05/30/2017 1.750% 05/29/2020	51210SMU8	249,000.00	NR	NR	5/30/2017	5/30/2017	249,000.00	1.75	11.94	249,000.00	248,032.64
CAPITAL ONE BANK USA NA CD DTD 10/26/2016 1.500% 10/26/2020	140420L99	248,000.00	NR	NR	10/26/2016	10/26/2016	248,000.00	1.50	672.66	248,000.00	245,007.88
LANDMARK BANK NA MO CD DTD 03/29/2017 2.100% 03/29/2021	51506VCA9	248,000.00	NR	NR	3/29/2017	3/29/2017	248,000.00	2.10	28.93	248,000.00	247,590.55
PONCE DE LEON FEDERAL BK CD DTD 05/31/2017 1.850% 05/28/2021	732333AJ8	249,000.00	NR	NR	5/31/2017	5/31/2017	249,000.00	1.85	18.06	249,000.00	247,362.83
DISCOVER BANK CD DTD 12/29/2016 2.250% 12/29/2021	254672Y36	247,000.00	NR	NR	12/29/2016	12/29/2016	247,000.00	2.25	30.45	247,000.00	247,103.00
STATE BANK OF INDIA CD DTD 01/26/2017 2.250% 01/26/2022	8562846A7	247,000.00	NR	NR	1/26/2017	1/26/2017	247,000.00	2.25	2,392.81	247,000.00	247,076.32
SYNCHRONY BANK CD DTD 02/24/2017 2.300% 02/24/2022	87165ELT2	247,000.00	NR	NR	2/28/2017	2/28/2017	247,000.00	2.30	2,004.13	247,000.00	247,364.57
BMW BANK NORTH AMERICA CD DTD 03/10/2017 2.150% 03/10/2022	05580AGR9	247,000.00	NR	NR	3/10/2017	3/10/2017	247,000.00	2.15	1,637.40	247,000.00	246,388.43
BELMONT SAVINGS BANK CD DTD 03/20/2017 2.150% 03/21/2022	080515BV0	248,000.00	NR	NR	3/20/2017	3/20/2017	248,000.00	2.15	1,481.11	248,000.00	247,367.60
AMERICAN EXPRESS CREDIT CD DTD 04/05/2017 2.450% 04/05/2022	02587DN38	247,000.00	NR	NR	4/5/2017	4/5/2017	247,000.00	2.45	1,442.41	247,000.00	247,335.18

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		2,974,000.00					2,974,000.00	1.93	10,885.18	2,974,000.00	2,966,582.65
Certificate of Deposit											
WELLS FARGO BANK NA CD DTD 07/20/2016 1.150% 07/22/2019	9497486R3	249,000.00	NR	NR	7/20/2016	7/20/2016	249,000.00	1.15	70.61	249,000.00	248,812.50
SUMMIT COMMUNITY BANK CD DTD 05/31/2017 1.650% 05/29/2020	86604XLT1	249,000.00	NR	NR	5/31/2017	5/31/2017	249,000.00	1.65	11.26	249,000.00	247,806.05
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	575,000.00	A+	A1	4/3/2019	4/4/2019	575,000.00	2.85	3,977.72	575,000.00	577,975.63
Security Type Sub-Total		1,073,000.00					1,073,000.00	2.18	4,059.59	1,073,000.00	1,074,594.18
Managed Account Sub Total		57,897,000.00					57,654,018.26	2.14	213,888.47	57,538,279.67	58,027,509.28
Securities Sub-Total		\$57,897,000.00					\$57,654,018.26	2.14%	\$213,888.47	\$57,538,279.67	\$58,027,509.28
Accrued Interest											\$213,888.47
Total Investments											\$58,241,397.75

Bolded items are forward settling trades.

#### IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg, or Telerate.
   Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

#### **GLOSSARY**

- ACCRUED INTEREST: Interest that is due on a bond or other fixed income security since the last interest payment was made.
- AGENCIES: Federal agency securities and/or Government-sponsored enterprises.
- AMORTIZED COST: The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the
  date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis.
   Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- BANKERS' ACCEPTANCE: A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- COMMERCIAL PAPER: An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- CONTRIBUTION TO DURATION: Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **DURATION TO WORST:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years, computed from cash flows to the maturity date or to the put date, whichever results in the highest yield to the investor.
- EFFECTIVE DURATION: A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- FDIC: Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- INTEREST RATE: Interest per year divided by principal amount and expressed as a percentage.
- MARKET VALUE: The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.
- NEGOTIABLE CERTIFICATES OF DEPOSIT: A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- PAR VALUE: The nominal dollar face amount of a security.

#### **GLOSSARY**

- PASS THROUGH SECURITY: A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the
  mortgage-backed security.
- REPURCHASE AGREEMENTS: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- SETTLE DATE: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- TRADE DATE: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- UNSETTLED TRADE: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. TREASURY: The department of the U.S. government that issues Treasury securities.
- YIELD: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM AT COST: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM AT MARKET: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



#### **Directors**

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy *Attorney* 

# JULY 22, 2019 BOARD OF DIRECTORS MEETING AGENDA ITEM # 16

TITLE: CAL-Card Quarterly Merchant Activity Report (This is an Information Item)

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

Laurie Brenner, Business Services Coach

Skip Calvo, Purchasing Agent

Ariel Teixeira, Administrative Specialist

#### Recommendation

Information only.

#### **Previous Board Action**

None.

#### **Background**

The attached CAL-Card Merchant Spend Analysis details the CAL-Card activity for the fourth quarter of FY 2019. This covers transactions from the CAL-Card billing period April 23, 2019 through June 22, 2019. During this quarter, we had 343 transactions totaling \$113,983.60.

Attachments: Merchant Spend Analysis Report

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47963	BUSINESS EXPENS	9399	CITY OF FREMONT DEV SVCS	FREMONT	CA	\$ 11,307.00	7	\$ 1,615.29	\$ 0.00	0	\$ 11,307.00	9.92%	7	\$ 0.00
47970	OFFICE SERVICES	7379	CONTROL TECHNOLOGY INC	865-5840440	TN	5,571.56	2	2,785.78	0.00	0	5,571.56	4.89%	2	0.00
47963	BUSINESS EXPENS	8699	CALIFORNIA WATER ENVIRONM	510-3827800	CA	4,272.00	25	170.88	0.00	0	4,272.00	3.75%	25	0.00
47979	WHOLESALE TRADE	5099	DANOC MANUFACTURING	SACRAMENTO	CA	2,644.65	1	2,644.65	0.00	0	2,644.65	2.32%	1	132.23
47972	OTHER	5941	HOOPS, INC.	281-3519822	TX	2,549.00	1	2,549.00	0.00	0	2,549.00	2.24%	1	0.00
47979	WHOLESALE TRADE	5085	TIME ACCESS SYSTEMS INC	MAPLE RIDGE	ВС	2,432.35	2	1,216.18	0.00	0	2,432.35	2.13%	2	0.00
47963	BUSINESS EXPENS	9399	ALAMEDACOENVIR ONHEALTH	877-4328871	CA	2,354.00	1	2,354.00	0.00	0	2,354.00	2.07%	1	0.00
47978	VEHICLE EXPENSE	5532	IN *INLAND INDUSTRIAL TIR	510-4292999	CA	2,284.02	1	2,284.02	0.00	0	2,284.02	2.00%	1	0.00
47963	BUSINESS EXPENS	8699	AMERICAN PAYROLL ASSOC	210-226-4600	TX	2,243.39	4	560.85	0.00	0	2,243.39	1.97%	4	0.00
47979	WHOLESALE TRADE	5085	PENN DETROIT DIESE	215-335-0500	PA	2,123.92	1	2,123.92	0.00	0	2,123.92	1.86%	1	148.48
47979	WHOLESALE TRADE	5200	HOMEDEPOT.COM	800-430-3376	GA	1,998.20	4	499.55	0.00	0	1,998.20	1.75%	4	177.52
47965	HOTELS	7011	YPS*HOMEAWAY HA-G4V2V5	866-210-6106	CA	2,461.00	3	820.33	500.00	1	1,961.00	1.72%	4	0.00
47970	OFFICE SERVICES	5968	SMK*SURVEYMON KEY.COM	971-2445555	CA	1,806.30	2	903.15	0.00	0	1,806.30	1.58%	2	0.00
47966	MAIL/TELEPHON E	5964	<u>ULINE *SHIP</u> <u>SUPPLIES</u>	800-295-5510	WI	1,766.69	3	588.90	0.00	0	1,766.69	1.55%	3	138.32
289498	IT SOFTWARE	7372	TRUGRIT TRACTION	TRUGRITTRACTI	FL	1,743.95	1	1,743.95	0.00	0	1,743.95	1.53%	1	0.00
47978	VEHICLE EXPENSE	7538	PANKEYS RADIATOR SERVICE	510-581-6804	CA	1,650.00	1	1,650.00	0.00	0	1,650.00	1.45%	1	0.00
47979	WHOLESALE TRADE	5211	GRANITE ROCK 211	831-768-2019	CA	1,638.75	1	1,638.75	0.00	0	1,638.75	1.44%	1	138.75
47978	VEHICLE EXPENSE	5533	NAPA PARTS 0026235	NEWARK	CA	1,536.50	1	1,536.50	0.00	0	1,536.50	1.35%	1	136.50

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	S	verage pend per ebit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	otal sales Tax
47979	WHOLESALE TRADE	5169	AIRGAS WEST	800-950-1292	CA	\$ 1,454.19	1	\$	1,454.19	\$ 0.00	0	\$ 1,454.19	1.28%	1	\$ 129.19
47979	WHOLESALE TRADE	5251	ALL INDUSTRIAL ELECTRIC S	650-7770060	CA	1,448.44	1		1,448.44	0.00	0	1,448.44	1.27%	1	128.68
47979	WHOLESALE TRADE	5169	AIRGAS WEST	LONG BEACH	CA	1,447.56	1		1,447.56	0.00	0	1,447.56	1.27%	1	122.56
47979	WHOLESALE TRADE	5200	THE HOME DEPOT #0635	UNION CITY	CA	1,423.46	1		1,423.46	0.00	0	1,423.46	1.25%	1	126.46
47965	HOTELS	3501	HOLIDAY INN & SUITES	FULLERTON	CA	1,349.01	3		449.67	0.00	0	1,349.01	1.18%	3	0.00
47979	WHOLESALE TRADE	5300	COSTCO WHSE #1061	HAYWARD	CA	1,320.92	4		330.23	0.00	0	1,320.92	1.16%	4	0.00
47963	BUSINESS EXPENS	8699	WEF MAIN	703-684-2400	VA	1,312.00	4		328.00	0.00	0	1,312.00	1.15%	4	0.00
47979	WHOLESALE TRADE	5251	HILTI INC	800-879-8000	ОК	1,264.99	4		316.25	0.00	0	1,264.99	1.11%	4	0.00
47972	OTHER	4215	DISCOUNT COURIER SERVICE.	949-3027454	CA	1,204.50	2		602.25	0.00	0	1,204.50	1.06%	2	0.00
47963	BUSINESS EXPENS	9399	CPS HUMAN RESOURCE SERVIC	916-2633600	CA	1,200.00	2		600.00	0.00	0	1,200.00	1.05%	2	0.00
284298	VTA Catering	5814	TOGOS - UNION CITY	UNION CITY	CA	1,182.62	8		147.83	0.00	0	1,182.62	1.04%	8	0.00
358273	Group 1	5732	METRO MOBILE COMMUNICATIO	650-3671992	CA	1,147.78	1		1,147.78	0.00	0	1,147.78	1.01%	1	94.97
47979	WHOLESALE TRADE	5251	1000BULBS.COM	800-624-4488	TX	1,119.94	5		223.99	0.00	0	1,119.94	0.98%	5	65.99
47963	BUSINESS EXPENS	8299	IN *MITCH'S CERTIFIED CLA	916-7837176	CA	1,100.00	1		1,100.00	0.00	0	1,100.00	0.97%	1	0.00
47973	OTHER TRAVEL	4722	HOTELS.COM15856 4153061	HOTELS.COM	WA	1,089.18	1		1,089.18	0.00	0	1,089.18	0.96%	1	0.00
47979	WHOLESALE TRADE	5065	BATTERY SYSTEMS SAN JOSE	SAN JOSE	CA	1,079.02	1		1,079.02	0.00	0	1,079.02	0.95%	1	91.02
47978	VEHICLE	7549	BERRY BROS	OAKLAND	CA	1,050.00	1		1,050.00	0.00	0	1,050.00	0.92%	1	0.00

	Merchant Category Code Group			Merchant	Merchant State/	Debit	Nbr of Debit	Average Spend per	Credit	Nbr of Credit	Total	% of Total	Nbr of	Total
MCCG	Description	MCC	Merchant Name	City	Province	Amount	Trans	Debit Trans	Amount	Trans	Spend ———	Spend	Trans	Sales Tax
47978	EXPENSE		TOWING AND TRA											
47962	BUILDING SERVIC	1799	NAYLOR STEEL	HAYWARD	CA	1,045.70	1	1,045.70	0.00	0	1,045.70	0.92%	1	92.90
47979	WHOLESALE TRADE	5047	TELEDYNE INSTRUMENTS INC	402-4640231	CA	1,011.90	2	505.95	0.00	0	1,011.90	0.89%	2	89.90
47965	HOTELS	3530	RENAISSANCE PALM SPRIN	PALM SPRINGS	CA	911.76	1	911.76	0.00	0	911.76	0.80%	1	0.00
47979	WHOLESALE TRADE	5085	INSTRUMART	800-8844967	VT	904.59	2	452.30	0.00	0	904.59	0.79%	2	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MN0YM2WB0 AM	AMZN.COM/BILL	WA	899.90	1	899.90	0.00	0	899.90	0.79%	1	0.00
47969	MRO SUPPLIES	5969	4IMPRINT	877-4467746	WI	890.88	1	890.88	0.00	0	890.88	0.78%	1	74.88
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M64VA85P1 AM	AMZN.COM/BILL	WA	868.80	1	868.80	0.00	0	868.80	0.76%	1	77.08
47970	OFFICE SERVICES	7392	<u>OWPSACSTATE</u>	916-278-6142	CA	814.40	3	271.47	0.00	0	814.40	0.71%	3	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M64PW2OY1	AMZN.COM/BILL	WA	809.91	1	809.91	0.00	0	809.91	0.71%	1	0.00
47970	OFFICE SERVICES	7361	ZIPRECRUITER, INC.	855-747-5493	CA	809.25	4	202.31	0.00	0	809.25	0.71%	4	0.00
47979	WHOLESALE TRADE	5085	TIFCO INDUSTRIES INC	281-571-6000	TX	782.51	1	782.51	0.00	0	782.51	0.69%	1	53.85
47963	BUSINESS EXPENS	8299	ACADEMYX TRAINING	415-392-8024	CA	750.00	1	750.00	0.00	0	750.00	0.66%	1	0.00
47979	WHOLESALE TRADE	5200	THE HOME DEPOT	UNION CITY	CA	728.19	1	728.19	0.00	0	728.19	0.64%	1	0.00
47979	WHOLESALE TRADE	5047	CPI*COLEPARMERI NSTRUMT	800-323-4340	IL	719.87	1	719.87	0.00	0	719.87	0.63%	1	45.53
47979	WHOLESALE TRADE	5051	HOWARD WIRE CLOTH CO	800-9693559	CA	704.60	1	704.60	0.00	0	704.60	0.62%	1	62.60
284298	VTA Catering	5814	CHIPOTLE ONLINE	303-595-4000	СО	687.56	5	137.51	0.00	0	687.56	0.60%	5	0.00
47963	BUSINESS EXPENS	8699	MISAC	714-738-5309	CA	680.00	2	340.00	0.00	0	680.00	0.60%	2	0.00
47963	BUSINESS	8699	NACWA	202-5331804	DC	675.00	1	675.00	0.00	0	675.00	0.59%	1	0.00

	Merchant Category Code Group			Merchant	Merchant State/	Debit	Nbr of Debit	Average Spend per	Credit	Nbr of Credit	Total	% of Total	Nbr of	Total
MCCG	Description	MCC	Merchant Name	City	Province	Amount	Trans	Debit Trans	Amount	Trans	Spend	Spend	Trans	Sales Tax
47963	EXPENS													
289498	IT SOFTWARE	7372	SOURCEGEAR DBA ZUMERO	ZUMERO.COM	IL	630.00	1	630.00	0.00	0	630.00	0.55%	1	0.00
47963	BUSINESS EXPENS	8699	CASA	916-4460388	CA	595.00	1	595.00	0.00	0	595.00	0.52%	1	0.00
47979	WHOLESALE TRADE	5251	HOMELECTRICAL	888-616-3532	GA	559.80	1	559.80	0.00	0	559.80	0.49%	1	0.00
47970	OFFICE SERVICES	7375	HADRONEX	760-291-1980	CA	558.78	1	558.78	0.00	0	558.78	0.49%	1	0.00
47978	VEHICLE EXPENSE	5533	CARTPROS	408-355-9940	CA	548.62	1	548.62	0.00	0	548.62	0.48%	1	0.00
47979	WHOLESALE TRADE	5065	STEVEN ENGINEERING	650-588-9200	CA	541.87	1	541.87	0.00	0	541.87	0.48%	1	46.10
47979	WHOLESALE TRADE	5085	SP SCIENTIFIC - WILMAD	856-6973000	NJ	535.91	1	535.91	0.00	0	535.91	0.47%	1	0.00
47970	OFFICE SERVICES	8734	NSI LAB SOLUTIONS INC	919-7893000	NC	533.00	1	533.00	0.00	0	533.00	0.47%	1	0.00
47965	HOTELS	3609	GAYLORD PALMS HOTEL FL	866-435-7627	FL	524.42	1	524.42	0.00	0	524.42	0.46%	1	0.00
47979	WHOLESALE TRADE	5085	ZORO TOOLS INC	855-2899676	IL	523.41	2	261.70	0.00	0	523.41	0.46%	2	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*MZ4 GX9WO1 AMZN	AMZN.COM/BILL	WA	512.14	1	512.14	0.00	0	512.14	0.45%	1	45.49
47963	BUSINESS EXPENS	8299	PAYPAL *CCTC	402-935-7733	CA	500.00	1	500.00	0.00	0	500.00	0.44%	1	0.00
47979	WHOLESALE TRADE	5085	SILVERSON MACHINES INC	413-5254825	MA	478.77	2	239.39	0.00	0	478.77	0.42%	2	0.00
119156	MCC001	8220	WEST VALLEY MISSION CC	800-6098056	CA	475.00	1	475.00	0.00	0	475.00	0.42%	1	0.00
47963	BUSINESS EXPENS	8299	MYPARTS.CAT.COM	888-228-1460	IL	456.12	1	456.12	0.00	0	456.12	0.40%	1	0.00
47960	AIRLINE	3066	<u>SOUTHWES</u> 5262475314653	800-435-9792	TX	451.96	1	451.96	0.00	0	451.96	0.40%	1	0.00
		3066	SOUTHWES	800-435-9792	TX	451.96	1	451.96	0.00	0	451.96	0.40%	1	0.00

	Merchant Category				Merchant		Nbr of	Average		Nbr of		% of		
MCCG	Code Group  Description	MCC	Merchant Name	Merchant City	State/ Province	Debit Amount	Debit Trans	Spend per Debit Trans	Credit Amount	Credit Trans	Total Spend	Total Spend	Nbr of Trans	Total Sales Tax
		—												
47960	AIRLINE		<u>5262475314654</u>											
47963	BUSINESS EXPENS	9399	CALPERS CVENT	916-795-3433	CA	449.00	1	449.00	0.00	0	449.00	0.39%	1	0.00
47965	HOTELS	3504	<u>HILTON HOTELS</u>	PALM SPRINGS	CA	444.36	1	444.36	0.00	0	444.36	0.39%	1	0.00
47970	OFFICE SERVICES	7392	IN *JPR SYSTEMS	800-4741002	CA	429.80	1	429.80	0.00	0	429.80	0.38%	1	36.91
47979	WHOLESALE TRADE	5199	TAP PLASTICS # 20	510-7963550	CA	419.52	1	419.52	0.00	0	419.52	0.37%	1	35.52
47978	VEHICLE EXPENSE	5533	FREMONT FORD	NEWARK	CA	403.57	3	134.52	0.00	0	403.57	0.35%	3	0.00
47963	BUSINESS EXPENS	8699	NATIONAL PROCUREMENT INST	702-989-8095	NV	400.00	1	400.00	0.00	0	400.00	0.35%	1	0.00
47979	WHOLESALE TRADE	5399	NET4SALE.COM	HTTPSNET4SALE	MA	397.89	1	397.89	0.00	0	397.89	0.35%	1	0.00
47972	OTHER	5999	PRESSURE WASHER PARTS	605-9342222	SD	375.75	1	375.75	0.00	0	375.75	0.33%	1	0.00
47979	WHOLESALE TRADE	5045	CDW GOVT #SDP2756	800-808-4239	IL	368.61	1	368.61	0.00	0	368.61	0.32%	1	31.00
47970	OFFICE SERVICES	8734	RJ LEE GROUP INC	RJLG.COM	PA	362.50	1	362.50	0.00	0	362.50	0.32%	1	0.00
47979	WHOLESALE TRADE	5085	MSC	800-645-7270	NY	348.40	1	348.40	0.00	0	348.40	0.31%	1	29.41
47979	WHOLESALE TRADE	5200	LOWES #01132*	UNION CITY	CA	649.82	7	92.83	301.81	1	348.01	0.31%	8	58.39
47972	OTHER	5999	TRI STAR METALS, INC	707-6782375	CA	338.15	1	338.15	0.00	0	338.15	0.30%	1	0.00
47979	WHOLESALE TRADE	5099	NPI/RAM MOUNTS	206-763-8361	WA	325.12	1	325.12	0.00	0	325.12	0.29%	1	0.00
284298	VTA Catering	5812	THAI BBQ	UNION CITY	CA	309.87	3	103.29	0.00	0	309.87	0.27%	3	0.00
47979	WHOLESALE TRADE	5046	MUNICIPAL  MAINTENANCE EQU	916-9221101	CA	306.50	1	306.50	0.00	0	306.50	0.27%	1	0.00
47979	WHOLESALE TRADE	5045	CDW GOVT #SND7654	800-808-4239	IL	305.82	1	305.82	0.00	0	305.82	0.27%	1	27.17

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Sp	erage end per bit Trans	_	redit mount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Tot Sal	al es Tax
47979	WHOLESALE TRADE	5169	ENVIRONMENTAL RESOURCE	303-431-8454	CO	\$ 295.41	2	\$	147.71	\$	0.00	0	\$ 295.41	0.26%	2	\$	18.29
47970	OFFICE SERVICES	7338	CONTENT  MANAGEMENT COR	510-505-1100	CA	291.85	1		291.85		0.00	0	291.85	0.26%	1		0.00
47979	WHOLESALE TRADE	5047	IN *I.R.I. PRODUCTS, PRO-	209-5451691	CA	289.38	1		289.38		0.00	0	289.38	0.25%	1		24.38
47979	WHOLESALE TRADE	5045	CDW GOVT #RQD6374	800-808-4239	IL	286.37	1		286.37		0.00	0	286.37	0.25%	1		25.44
284298	VTA Catering	5812	CKE*IKE'S LOVE AND SANDWI	HAYWARD	CA	277.69	1		277.69		0.00	0	277.69	0.24%	1		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MW13X09J1	AMZN.COM/BILL	WA	269.83	1		269.83		0.00	0	269.83	0.24%	1		0.00
47979	WHOLESALE TRADE	5046	WEST COAST WIRE ROPE #3	510-5622953	CA	265.81	1		265.81		0.00	0	265.81	0.23%	1		0.00
47979	WHOLESALE TRADE	5065	E-CONOLIGHT	888-243-9445	WI	256.86	1		256.86		0.00	0	256.86	0.23%	1		0.00
47963	BUSINESS EXPENS	8699	CAL CHAMBER OF COMMERCE	800-331-8877	CA	256.08	1		256.08		0.00	0	256.08	0.22%	1		0.00
47963	BUSINESS EXPENS	8699	PAYPAL *NEWARKCHAMB	402-935-7733	CA	250.00	1		250.00		0.00	0	250.00	0.22%	1		0.00
47971	OFFICE SUPPLIES	5734	SP * BUSINESS 21 PUBLI	BUSINESS21.MY	PA	247.00	1		247.00		0.00	0	247.00	0.22%	1		0.00
284298	VTA Catering	5812	TOMATINA UNION CITY	UNION CITY	CA	245.96	2		122.98		0.00	0	245.96	0.22%	2		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M65QG21T0	AMZN.COM/BILL	WA	233.49	1		233.49		0.00	0	233.49	0.20%	1		0.00
47979	WHOLESALE TRADE	5200	THE HOME DEPOT #1017	HAYWARD	CA	223.34	1		223.34		0.00	0	223.34	0.20%	1		19.84
47965	HOTELS	3504	HILTON HOTELS	760-3206868	CA	222.18	1		222.18		0.00	0	222.18	0.19%	1		0.00
47970	OFFICE SERVICES	7399	EB CWEA BAY SECTION S	801-413-7200	CA	214.20	4		53.55		0.00	0	214.20	0.19%	4		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MN4XP2YK0 AM	AMZN.COM/BILL	WA	206.30	1		206.30		0.00	0	206.30	0.18%	1		18.32
47979	WHOLESALE	5072	HD CHASEN CO INC	617-666-9090	MA	201.54	1		201.54		0.00	0	201.54	0.18%	1		0.00

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47979	TRADE													
47963	BUSINESS EXPENS	8299	CA-NV SECTION, AWWA	909-481-7200	CA	200.00	1	200.00	0.00	0	200.00	0.18%	1	0.00
47963	BUSINESS EXPENS	8299	LEARN EXCEL NOW	800-9646033	PA	199.00	1	199.00	0.00	0	199.00	0.17%	1	0.00
289498	IT SOFTWARE	7372	PAYPAL *GOVERNMENTJ	402-935-7733	CA	198.00	2	99.00	0.00	0	198.00	0.17%	2	0.00
47960	AIRLINE	3066	SOUTHWES 5262475312692	800-435-9792	TX	191.96	1	191.96	0.00	0	191.96	0.17%	1	0.00
47961	AUTO/RV DEALERS	5511	FREMONT TOYOTA	FREMONT	CA	190.63	1	190.63	0.00	0	190.63	0.17%	1	0.00
47979	WHOLESALE TRADE	5051	FECHOMETAL USA LLC	855-522-7289	FL	188.84	1	188.84	0.00	0	188.84	0.17%	1	0.00
47963	BUSINESS EXPENS	8641	CALIFORNIA SPECIAL DISTRI	916-442-7887	CA	185.00	3	61.67	0.00	0	185.00	0.16%	3	0.00
47970	OFFICE SERVICES	7394	PETERSON SAN LEANDRO	510-357-6200	CA	180.23	2	90.12	0.00	0	180.23	0.16%	2	0.00
47963	BUSINESS EXPENS	8299	PESTICIDE APPLICATORS PRO	916-4412272	CA	180.00	2	90.00	0.00	0	180.00	0.16%	2	0.00
47960	AIRLINE	3066	<u>SOUTHWES</u> 5262489366304	800-435-9792	TX	179.96	1	179.96	0.00	0	179.96	0.16%	1	0.00
47972	OTHER	5999	CUSTMLANYARD*L ANYARDS	832-924-6777	TX	179.78	1	179.78	0.00	0	179.78	0.16%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MN2135PG1	AMZN.COM/BILL	WA	175.00	1	175.00	0.00	0	175.00	0.15%	1	0.00
235401	REGISTRATION	8111	LIEBERTCASS	310-981-2000	CA	175.00	2	87.50	0.00	0	175.00	0.15%	2	0.00
47963	BUSINESS EXPENS	8699	ASQ ECOMMERCE	414-2728575	WI	169.00	1	169.00	0.00	0	169.00	0.15%	1	0.00
47970	OFFICE SERVICES	7399	COMTEL SYSTEMS TECHNOLOGY	408-5435600	CA	167.00	1	167.00	0.00	0	167.00	0.15%	1	0.00
47979	WHOLESALE TRADE	5072	CAMERA MOTION RESEARCH L	919-876-6020	NC	165.00	1	165.00	0.00	0	165.00	0.14%	1	11.15
47979	WHOLESALE TRADE	5200	THE HOME DEPOT #6636	FREMONT	CA	162.75	1	162.75	0.00	0	162.75	0.14%	1	13.78

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Sp	verage pend per ebit Trans	redit mount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	tal les Tax
47970	OFFICE SERVICES	7333	BB PRINTS IT	TURLOCK	CA	\$ 159.84	1	\$	159.84	\$ 0.00	0	\$ 159.84	0.14%	1	\$ 0.00
47978	VEHICLE EXPENSE	5533	FIND IT PARTS	888-312-8812	CA	150.50	1		150.50	0.00	0	150.50	0.13%	1	13.37
47963	BUSINESS EXPENS	8398	PUBLIC AGENCY RISK MANAG	916-444-3568	CA	150.00	1		150.00	0.00	0	150.00	0.13%	1	0.00
		8398	SQ *APWA NORCAL	877-417-4551	CA	150.00	1		150.00	0.00	0	150.00	0.13%	1	0.00
47972	OTHER	7216	GREEN LEAF CLEANERS	FREMONT	CA	150.00	3		50.00	0.00	0	150.00	0.13%	3	0.00
289779	COMPUTER	4816	DROPBOX*6HT1V7 NM9L6L	DROPBOX.COM	CA	138.00	1		138.00	0.00	0	138.00	0.12%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M66824DJ0 AM	AMZN.COM/BILL	WA	129.94	1		129.94	0.00	0	129.94	0.11%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*M61 OT6ZF2 AMZN	AMZN.COM/BILL	WA	119.63	1		119.63	0.00	0	119.63	0.10%	1	10.63
47979	WHOLESALE TRADE	5072	BURLINGTON SAFETY LABORAT	925-8661412	CA	117.69	1		117.69	0.00	0	117.69	0.10%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*M66 W033T1	AMZN.COM/BILL	WA	105.20	1		105.20	0.00	0	105.20	0.09%	1	9.40
47971	OFFICE SUPPLIES	5942	AMAZON.COM*MZ9 XZ7IR0 AMZN	AMZN.COM/BILL	WA	103.80	1		103.80	0.00	0	103.80	0.09%	1	9.20
47963	BUSINESS EXPENS	8398	SHRM CERTIFICATION	800-2837476	VA	100.00	1		100.00	0.00	0	100.00	0.09%	1	0.00
47978	VEHICLE EXPENSE	4784	FASTRAK CSC	415-486-8655	CA	100.00	4		25.00	0.00	0	100.00	0.09%	4	0.00
47963	BUSINESS EXPENS	8299	TRI-STATE SEMINAR	602-332-3174	CA	99.00	1		99.00	0.00	0	99.00	0.09%	1	0.00
289498	IT SOFTWARE	7372	PAYPAL *GOVERNMENTJ	402-935-7733	CA	99.00	1		99.00	0.00	0	99.00	0.09%	1	0.00
47979	WHOLESALE TRADE	5399	WWW COSTCO COM	800-955-2292	WA	94.37	1		94.37	0.00	0	94.37	0.08%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*M66 BD68U0	AMZN.COM/BILL	WA	94.36	1		94.36	0.00	0	94.36	0.08%	1	8.38
47971	OFFICE	5942	AMZN MKTP	AMZN.COM/BILL	WA	89.99	1		89.99	0.00	0	89.99	0.08%	1	0.00

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47971	SUPPLIES		<u>US*MN9039QW2</u>											
47979	WHOLESALE TRADE	5411	LUCKY #782 UNION CI	UNION CITY	CA	88.11	5	17.62	0.00	0	88.11	0.08%	5	0.00
47979	WHOLESALE TRADE	5046	TEST EQUIPMENT DEPOT	339-2934087	MA	87.65	1	87.65	0.00	0	87.65	0.08%	1	0.00
47970	OFFICE SERVICES	7333	SAFETYSIGN.COM	800-2746271	NJ	87.03	1	87.03	0.00	0	87.03	0.08%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MZ2IF7GR2 AM	AMZN.COM/BILL	WA	84.88	1	84.88	0.00	0	84.88	0.07%	1	7.54
289779	COMPUTER	4816	DRI*CLOUDBERRY LAB(TM)	952-908-4084	MN	84.00	2	42.00	0.00	0	84.00	0.07%	2	0.00
47963	BUSINESS EXPENS	9399	GOVTELLERCONVE NFEE	877-4328871	NY	83.97	1	83.97	0.00	0	83.97	0.07%	1	0.00
47964	EATING/DRINKIN G	5499	<u>KABILA</u>	UNION CITY	CA	83.41	1	83.41	0.00	0	83.41	0.07%	1	0.00
284298	VTA Catering	5812	MOUNTAIN MIKES PIZZA UNIO	HTTP://WWW.MO	CA	81.40	1	81.40	0.00	0	81.40	0.07%	1	0.00
47971	OFFICE SUPPLIES	5734	CBI*CLEVERBRIDG E.NET	800-799-9570	IL	79.90	1	79.90	0.00	0	79.90	0.07%	1	0.00
47965	HOTELS	7011	SO PT HOTEL AND CASINO	LAS VEGAS	NV	79.10	1	79.10	0.00	0	79.10	0.07%	1	0.00
47979	WHOLESALE TRADE	5085	PENN DETROIT DIESEL - PHI	215-335-0500	PA	77.99	1	77.99	0.00	0	77.99	0.07%	1	4.89
47979	WHOLESALE TRADE	5085	J N EQUIPMENTCOM GENERA	561-964-3358	FL	77.61	1	77.61	0.00	0	77.61	0.07%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MZ7SC8WU1	AMZN.COM/BILL	WA	77.32	1	77.32	0.00	0	77.32	0.07%	1	5.23
47979	WHOLESALE TRADE	5310	WAL-MART #2031	UNION CITY	CA	69.30	4	17.33	0.00	0	69.30	0.06%	4	5.75
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MZ3FR2DW2 AM	AMZN.COM/BILL	WA	65.51	1	65.51	0.00	0	65.51	0.06%	1	3.16
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MZ1FB4NM1 AM	AMZN.COM/BILL	WA	61.44	1	61.44	0.00	0	61.44	0.05%	1	5.46

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Sp	erage end per bit Trans	_	redit mount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Tot Sal	al les Tax
47971	OFFICE SUPPLIES	5942	AMAZON.COM*M69 965EZ2 AMZN	AMZN.COM/BILL	WA	\$ 61.41	1	\$	61.41	\$	0.00	0	\$ 61.41	0.05%	1	\$	5.46
47979	WHOLESALE TRADE	5411	WHOLEFDS FRE #10467	FREMONT	CA	59.99	1		59.99		0.00	0	59.99	0.05%	1		0.00
47970	OFFICE SERVICES	7399	HTTP://WEBEX.COM	916-861-3174	CA	57.00	3		19.00		0.00	0	57.00	0.05%	3		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MW3PK9DQ0	AMZN.COM/BILL	WA	55.14	1		55.14		0.00	0	55.14	0.05%	1		2.68
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MZ24G2EY1 AM	AMZN.COM/BILL	WA	54.86	1		54.86		0.00	0	54.86	0.05%	1		4.88
		5942	AMAZON.COM*M69 LE22B2	AMZN.COM/BILL	WA	54.86	1		54.86		0.00	0	54.86	0.05%	1		4.88
47970	OFFICE SERVICES	7399	EB CWEA BAY SECTION S	801-413-7200	CA	53.55	1		53.55		0.00	0	53.55	0.05%	1		0.00
284298	VTA Catering	5812	DOORDASH*NATIO NS GIANT	STRIPE.COM	CA	53.14	1		53.14		0.00	0	53.14	0.05%	1		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MZ3RT5YS1 AM	AMZN.COM/BILL	WA	53.09	1		53.09		0.00	0	53.09	0.05%	1		1.93
47971	OFFICE SUPPLIES	5942	AMAZON.COM*M66 8Y8AU1 AMZN	AMZN.COM/BILL	WA	50.46	1		50.46		0.00	0	50.46	0.04%	1		4.48
47970	OFFICE SERVICES	7333	STK*BIGSTOCKPH OTO.COM	855-272-5125	NY	49.00	1		49.00		0.00	0	49.00	0.04%	1		0.00
47979	WHOLESALE TRADE	5200	LOWES #01895*	FREMONT	CA	46.67	1		46.67		0.00	0	46.67	0.04%	1		3.95
47979	WHOLESALE TRADE	5310	<u>TARGET</u> 00014720	HAYWARD	CA	46.46	1		46.46		0.00	0	46.46	0.04%	1		4.12
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MZ9987YX1 AM	AMZN.COM/BILL	WA	46.07	1		46.07		0.00	0	46.07	0.04%	1		4.10
47970	OFFICE SERVICES	7399	EB 2ND ANNUAL CWEA-NS	801-413-7200	CA	44.06	1		44.06		0.00	0	44.06	0.04%	1		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH1U55OM1 AM	AMZN.COM/BILL	WA	43.89	1		43.89		0.00	0	43.89	0.04%	1		3.90
47979	WHOLESALE TRADE	5046	PAPE MATERIAL HANDLING	510-659-4100	CA	42.24	1		42.24		0.00	0	42.24	0.04%	1		0.00

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Sp	erage end per bit Trans	_	edit nount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	To:	tal les Tax
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MW5617SA0 AM	AMZN.COM/BILL	WA	\$ 41.95	1	\$	41.95	\$	0.00	0	\$ 41.95	0.04%	1	\$	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*MN5 MU2EC0	AMZN.COM/BILL	WA	41.91	1		41.91		0.00	0	41.91	0.04%	1		3.72
47979	WHOLESALE TRADE	5411	SMART AND FINAL 523	UNION CITY	CA	41.59	2		20.80		0.00	0	41.59	0.04%	2		3.70
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M616W66I2 AM	AMZN.COM/BILL	WA	38.93	1		38.93		0.00	0	38.93	0.03%	1		1.95
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MW8HV2S12	AMZN.COM/BILL	WA	37.96	1		37.96		0.00	0	37.96	0.03%	1		3.37
47979	WHOLESALE TRADE	5399	IN *RAVEN ENVIROMENTAL PR	314-8221197	МО	37.59	1		37.59		0.00	0	37.59	0.03%	1		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MZ8VO42N0 AM	AMZN.COM/BILL	WA	36.10	1		36.10		0.00	0	36.10	0.03%	1		3.14
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M608F7ET2 AM	AMZN.COM/BILL	WA	32.82	1		32.82		0.00	0	32.82	0.03%	1		2.92
47963	BUSINESS EXPENS	8398	CALIFORNIA SOCIETY OF MUN	916-2312137	CA	30.00	1		30.00		0.00	0	30.00	0.03%	1		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MW4DK4BB2 AM	AMZN.COM/BILL	WA	29.99	1		29.99		0.00	0	29.99	0.03%	1		0.00
289498	IT SOFTWARE	7372	WE AND ME INC	WEAND.ME	NC	29.95	1		29.95		0.00	0	29.95	0.03%	1		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MN4TA9UK1	AMZN.COM/BILL	WA	27.98	1		27.98		0.00	0	27.98	0.02%	1		0.00
358273	Group 1	5719	BED BATH & BEYOND #651	973-785-4333	NJ	27.92	1		27.92		0.00	0	27.92	0.02%	1		0.00
47978	VEHICLE EXPENSE	5533	OREILLY AUTO #2728	FREMONT	CA	27.28	1		27.28		0.00	0	27.28	0.02%	1		2.31
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M60UF0V02 AM	AMZN.COM/BILL	WA	27.00	1		27.00		0.00	0	27.00	0.02%	1		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH3W54OQ1 AM	AMZN.COM/BILL	WA	26.99	1		26.99		0.00	0	26.99	0.02%	1		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MW7Y31UI2 AM	AMZN.COM/BILL	WA	26.16	1		26.16		0.00	0	26.16	0.02%	1		2.32
47979	WHOLESALE	5065	AUTOMATIONDIRE	770-889-7588	GA	25.50	1		25.50		0.00	0	25.50	0.02%	1		0.00

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47979	TRADE		CT.COM											
47970	OFFICE SERVICES	7399	ACT*MSA-SF BAY AREA CH	877-551-5560	TX	25.00	1	25.00	0.00	0	25.00	0.02%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MN0OJ9F80 AM	AMZN.COM/BILL	WA	24.99	1	24.99	0.00	0	24.99	0.02%	1	0.00
		5942	AMZN MKTP US*MN5080X01	AMZN.COM/BILL	WA	24.99	1	24.99	0.00	0	24.99	0.02%	1	0.00
47971	OFFICE SUPPLIES	5734	FS *TECHSMITH	877-3278914	CA	24.95	1	24.95	0.00	0	24.95	0.02%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*MZ1 695LF1 AMZN	AMZN.COM/BILL	WA	24.72	1	24.72	0.00	0	24.72	0.02%	1	2.20
47979	WHOLESALE TRADE	5192	ABEBOOKS GW5WKH	HTTPSWWW.ABE B	WA	23.97	1	23.97	0.00	0	23.97	0.02%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M676M86K2	AMZN.COM/BILL	WA	23.03	1	23.03	0.00	0	23.03	0.02%	1	2.05
47979	WHOLESALE TRADE	5200	THE HOME DEPOT	NEWARK	CA	21.92	1	21.92	0.00	0	21.92	0.02%	1	1.95
47972	OTHER	5999	PARTY CITY 1213	UNION CITY	CA	21.35	1	21.35	0.00	0	21.35	0.02%	1	1.90
47978	VEHICLE EXPENSE	5532	IN *INLAND INDUSTRIAL TIR	HAYWARD	CA	20.80	1	20.80	0.00	0	20.80	0.02%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M67T73S90	AMZN.COM/BILL	WA	20.62	1	20.62	0.00	0	20.62	0.02%	1	1.83
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MW3SH7WV2	AMZN.COM/BILL	WA	20.14	1	20.14	0.00	0	20.14	0.02%	1	1.76
47979	WHOLESALE TRADE	5251	SOI*SNAPON TOOLS CO	877-762-7664	WI	20.14	1	20.14	0.00	0	20.14	0.02%	1	1.79
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MN9LN5YI0 AM	AMZN.COM/BILL	WA	19.99	1	19.99	0.00	0	19.99	0.02%	1	0.00
		5942	AMZN MKTP US*MN7NM6AF2 AM	AMZN.COM/BILL	WA	19.99	1	19.99	0.00	0	19.99	0.02%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MN2654CY1	AMZN.COM/BILL	WA	19.52	1	19.52	0.00	0	19.52	0.02%	1	1.74
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MW9JH6D10	AMZN.COM/BILL	WA	18.99	1	18.99	0.00	0	18.99	0.02%	1	0.00

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Spe	erage end per oit Trans	Credit Amount	Nbr of Credit Trans		Total Spend	% of Total Spend	Nbr of Trans	Tota Sale	al es Tax
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M68AM1TI1 AM	AMZN.COM/BILL	WA	\$ 16.99	1	\$	16.99	\$ 0.00	0	\$	16.99	0.01%	1	\$	0.00
		5942	AMZN MKTP US*MZ1FE0MA0 AM	AMZN.COM/BILL	WA	16.99	1		16.99	0.00	0		16.99	0.01%	1		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MZ1ZQ0FH0	AMZN.COM/BILL	WA	14.07	1		14.07	0.00	0		14.07	0.01%	1		1.22
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M63OW0OB0	AMZN.COM/BILL	WA	10.99	1		10.99	0.00	0		10.99	0.01%	1		0.00
358273	Group 1	5732	PAYPAL *MSSGOODS	402-935-7733	CA	9.99	1		9.99	0.00	0		9.99	0.01%	1		0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*M62 M75OB0	AMZN.COM/BILL	WA	8.75	1		8.75	0.00	0		8.75	0.01%	1		0.78
47971	OFFICE SUPPLIES	5942	AMAZON.COM*M64 RN9SB2	AMZN.COM/BILL	WA	7.67	1		7.67	0.00	0		7.67	0.01%	1		0.68
47978	VEHICLE EXPENSE	5533	AUTOZONE #3338	UNION CITY	CA	6.57	1		6.57	0.00	0		6.57	0.01%	1		0.58
		5533	AUTOZONE 4099	UNION CITY	CA	6.57	1		6.57	0.00	0		6.57	0.01%	1		0.58
47973	OTHER TRAVEL	4722	HOTELS.COM15730 2875133	HOTELS.COM	WA	727.08	1		727.08	727.08	1		0.00	0.00%	2		0.00
47960	AIRLINE	3000	<u>UNITED</u> 0162929319186	800-932-2732	TX	0.00	0		0.00	12.00	1		(12.00)	0.00%	1		0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US	AMZN.COM/BILL	WA	0.00	0		0.00	18.99	1		(18.99)	0.00%	1		0.00
47972	OTHER	5999	IN *I.R.I. PRODUCTS, PRO-	209-5451691	CA	0.00	0		0.00	152.19	1		(152.19)	0.00%	1		0.00
47970	OFFICE SERVICES	7379	CONTROL TECHNOLOGY INC	KNOXVILLE	TN	0.00	0		0.00	1,788.15	1	(	1,788.15)	(1.57%)	1		0.00

Total \$117,483.82 \$3,500.22 \$113,983.60 343 \$ 2,734.48

Total Number of Records: 222

End of Report

Merchant Spend Analysis - Detail / Teixeira1 / 07/09/2019 16:44:23

State of California Report Date: 07/09/2019

## **Merchant Spend Analysis - Detail Output Parameter Page**

Cycle Close Date Range: 04/2019 to 06/2019

Report Type: Detail

Merchant Profile Source: Association

Merchant Names: All

**Merchant Category Code Group: All** 

Merchant States: All

Sort Report By: (1) Total Spend, (2) No Sort, (3) No Sort, (4) No Sort

Break/Subtotal Level: No Break/Subtotal

Processing Hierarchy Position:	Bank	Agent	Company	Division	Department
	1425	3135	51756	All	All

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# Summary of the EBDA Commission Meeting Thursday, June 20, 2019, at 9:30 a.m.

Prepared by: P. Eldredge

- Commissioners Mendall, Cutter, Handley, Walters, and Johnson were present.
- The Consent Calendar was approved unanimously and included the Commission Meeting Minutes, List of Disbursements, and Treasurer's Report.
- The Commission unanimously approved the reports from the Managers Advisory, Financial Management, Regulatory Affairs, Operations & Maintenance, and Personnel committees. The following items were discussed:
- General Managers Report The General Manager updated the Commission regarding Juanita's status and that she will be on disability, and is scheduled to return toward the end of August. The GM introduced Kalena Yambao who will be performing Juanita's duties. The GM thanked staff for their help and the Commission for their patience during this time. The GM talked about signing authority for the GM and the signing threshold history. She will continue to bring contracts to the Commission that are greater than \$10,000. The threshold will eventually be included in EBDA's purchasing policy, with detail removed from the JPA. The GM attended a ReNUWIt meeting, and explained the purpose of the organization. She also attended a HASPA Shoreline Master Plan stakeholders meeting. In addition, she attended the Steering Committee of CHARG, which is an organization of flood control agencies addressing sea level rise. The GM also signed a letter of support for Prop 1 funding for the Hayward Phase II Recycled Water project.
- Manager's Advisory Committee met with the General Manager on June 13, 2019 and reviewed the board package. The General Manager noted that the MAC will now meet on Thursdays the week prior to Commission in order to allow for more time. They discussed the PG&E Public Safety Power Shutoff Program. The JPA negotiation is making progress and drafting is on schedule.
- **Financial Management Committee** met with the General Manager on June 19, 2019, and reviewed the May List of Disbursements, Treasurer's Report, and three Resolutions.
- Regulatory Affairs Committee met with the General Manager on June 18, 2019. The GM stated that the Committee reviewed permit compliance and noted that staff would discontinue inclusion of the DMR detailed report in the Commission packet, instead summarizing performance and noting any anomalies. A table has been added showing bacterial compliance. There was an NPDES inspection of MDF, which resulted in a good report. Howard Cin did a great job on the tour, and San Leandro Lab Supervisor Angie Berumen and Operator Kurt Raphael provided excellent support during the inspection. The Committee also reviewed BACWA regulatory summary highlights.

- Operations and Maintenance (O&M) Committee The Operations and Maintenance Committee met on June 17, 2019 and discussed the status of EBDA facilities. The Operations and Maintenance Manager provided an update on the HEPS MCC project and the HEPS Effluent Pump #1 VFD failure He also provided an update on Cyber Security. He let the Commission know that the PG&E billing has been resolved. The Commission received an update on the Transport System Reliability Plan, the Disaster Cost Recovery Plan (a draft report is forthcoming), the Electrical Evaluation, the Asset Management Plan, and the AQPI Project. The Committee recommended approval of the four resolutions.
- Report from the Personnel Committee The Personnel Committee met on June 19, 2019. The General Manager discussed staffing updates and will discuss strategies at upcoming meetings. The Committee also discussed leave donation options and will incorporate it into the Personnel Policy for Commission consideration. Staff will get more information and sample language, bringing a draft to the next meeting. A decision point will be calculation by dollars or hours. The Committee also discussed Brown Act and ethics training, which would normally be done through the home agency. Currently AB 1234 and Sexual Harassment training are required. Tracking of training by agency staff is recommended, and the GM mentioned that EBDA staff will follow up with Member Agencies to collect records of the training.
- Preliminary Committee Appointments for FY 19-20 There was a handout including a table. The
  Commissioners will use their agency alternates for meetings that they miss, with the expectation
  that alternates will brief the primary Commissioners, and vice versa, on missed meetings for
  continuity. Next month, staff will bring a Resolution with final Committee appointments.
  Commissioner Cutter will work on naming Chairs of the committees. New Committee
  assignments will begin in August. The GM thanked Commissioner Cutter for putting the schedule
  together.

#### Resolution Adopting the Authority's Internal Controls and Fraud Prevention Policy

Commissioner Walters moved to adopt the resolution adopting the Authority's Internal Controls and Fraud Prevention Policy. The motion was seconded by Commissioner Johnson and carried unanimously, 5-0.

Ayes: Commissioners Mendall, Cutter, Walters, Johnson, and Chair Handley

Noes: None Absent: None Abstain: None

#### Resolution Approving Revisions to the Authority's Reporting Policy

Commissioner Mendall moved to adopt the resolution approving revisions to the Authority's Reporting Policy. The motion was seconded by Commissioner Cutter and carried unanimously, 5-0.

Ayes: Commissioners Mendall, Cutter, Walters, Johnson, and Chair Handley

Noes: None Absent: None Abstain: None  Resolution Authorizing Amendment No. 8 to the Fee Contract by and Between East Bay Dischargers Authority and Meyers Nave, a Professional Law Corporation

The Committee recommends continuing with Meyers Nave and implementing a 3% increase to the fee. Commissioner Walters moved to adopt the resolution authorizing amendment No. 8 to the fee contract by and between EBDA and Meyers Nave. The motion was seconded by Commissioner Johnson and carried unanimously, 5-0.

Ayes: Commissioners Mendall, Cutter, Walters, Johnson, and Chair Handley

Noes: None Absent: None Abstain: None

 Resolution Authorizing the General Manager to Enter into a Professional Services Agreement with Pacific EcoRisk in the Amount of \$48,000 for Effluent Toxicity Testing in Fiscal Years 2019/2020, 2020/2021, and 2021/2022

Pacific EcoRisk is the lab that performs the Authority's toxicity testing for NPDES compliance. A contract will be utilized instead of a PO. Increases will be no more than 3% for the 3-year contract period. Commissioner Walters moved to adopt the resolution authorizing the GM to enter into a Professional Services Agreement with Pacific EcoRisk for the three years. The motion was seconded by Commissioner Johnson and carried unanimously, 5-0.

Ayes: Commissioners Mendall, Cutter, Walters, Johnson, and Chair Handley

Noes: None Absent: None Abstain: None

• Resolution Accepting the Quotation from Hach and Authorizing the General Manager to Issue a Purchase Order for Software and Support Services in FY 2019/20 in the Amount of \$13,624.

This item was pulled from the agenda since the bid came in under \$10,000.

Resolution Designating Authorized Representatives for FEMA and State OES Disaster Assistance

Commissioner Mendall moved to adopt the resolution designating authorized representatives for FEMA and State OES disaster assistance to have in place prior to a catastrophic event. The motion was seconded by Commissioner Cutter and carried unanimously, 5-0.

Ayes: Commissioners Mendall, Cutter, Walters, Johnson, and Chair Handley

Noes: None Absent: None Abstain: None Resolution Approving the Renewal and Replacement Fund Project List for Fiscal Year 2019/20

The Commission reviewed the project list. The General Manager explained that EBDA's contingency fund is for small unplanned projects and equipment that is considered 'run to fail'. Commissioner Walters moved to adopt the resolution approving the Renewal and Replacement Fund Project List for Fiscal year 2019/20. The motion was seconded by Commissioner Johnson and carried unanimously, 5-0.

Ayes: Commissioners Mendall, Cutter, Walters, Johnson, and Chair Handley

Noes: None Absent: None Abstain: None

 Resolution Authorizing the General Manager to Issue a Purchase Order to Univar USA for Sodium Bisulfite 25% Solution in FY 2019/2020 in the amount of \$250,000.

The General Manager explained that the Authority receives favorable pricing through the Bay Area Chemical Consortium. Commissioner Mendall moved to adopt the resolution authorizing the GM to issue a PO to Univar for sodium bisulfite for FY 2019/20 for \$250,000. The motion was seconded by Commissioner Cutter and carried unanimously, 5-0.

Ayes: Commissioners Mendall, Cutter, Walters, Johnson, and Chair Handley

Noes: None Absent: None Abstain: None

 Resolution Authorizing the General Manager to Enter into a Professional Services Agreement with Calcon Systems, Inc. in the Amount of \$450,000 for Electrical, Instrumentation, and Emergency Services in Fiscal Years 2019/2020, 2020/2021, and 2021/2022.

Commissioner Cutter moved to adopt the resolution authorizing the GM to enter into a Professional Services Agreement with Calcon Systems \$450,000 for the three fiscal years. The motion was seconded by Commissioner Mendall and carried unanimously, 5-0.

Ayes: Commissioners Mendall, Cutter, Walters, Johnson, and Chair Handley

Noes: None Absent: None Abstain: None

#### Resolution Approving the 2019/20 Compensation Plan

The only change to the Plan is incorporating the 4.5% COLA increase to salaries. Other changes were approved earlier in the year. Commissioner Cutter introduced the resolution approving the 2019/20 Compensation Plan. The motion was seconded by Commissioner Mendall and carried unanimously, 5-0. Chair Handley reminded the Commission that they would revisit the COLA next year.

Ayes: Commissioners Mendall, Cutter, Walters, Johnson, and Chair Handley

Noes: None

Absent: None Abstain: None

#### • Resolution of Appreciation for Thomas Handley

Commissioner Walters introduced the Resolution of Appreciation for Chair Handley, which was read by Commissioner Cutter. The motion was seconded by Commissioner Johnson and carried 4-0-0-1.

Ayes: Commissioners Mendall, Cutter, Walters, and Johnson

Noes: None Absent: None

Abstain: Chair Handley

#### Items from the Commission and Staff

Commissioner Cutter suggested that when the Commissioners are presenting items for the "greater good" at their respective agencies, that they could support one another by attending meetings. Commissioner Walters thanked the GM and Commissioner Cutter for coming to the OLSD meeting. Commissioner Walters will be out of town for the July meetings.

Check N	lo. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
171678	7/5/2019		20190618	SWRCB - STATE WATER RESOURCES	SRF LOAN #C065222110 - BOYCE LIFT	\$411,063.52	\$411,063.52
171692	7/11/2019	143	178104	CAROLLO ENGINEERS	ALVARADO INFLUENT PS PUMPS AND VFDS	\$55,218.45	\$115,449.26
	7/11/2019	143	178105		NEWARK EQUALIZATION STORAGE FACILITIES		
	7/11 <b>/</b> 2019	143	178027		PRIMARY DIGESTER NO. 7	\$51,846.47	
171571	6/27/2019	171	6012	ENERGY CHOICE INC	COGEN 30K MAINTENANCE (2019)	\$8,384.34	005 050 54
	744.0040					\$95,859.54	\$95,859.54
171711	7/11/2019	170	096020190702	PACIFIC GAS AND ELECTRIC	SERV TO 07/01/19 CATHODIC PROJECT	\$43.34	\$74,409.67
	7/11/2019	170	380420190702		SERV TO 07/01/19 CHERRY ST PS	\$238.24	
	7/11/2019	110	170120190702		SERV TO 06/20/2019 PLANT		
171559	6/27/2019	173	SNQ4948	CDW GOVERNMENT LLC	MOBILE DEVICE R&R	\$74,128.09	CCA CCC OC
	6/27/2019	173	CD07005		LAD DOMITED	\$49,214.72	\$64,666.06
	0/2//2019	173	SRQ7805		LAB PRINTER	\$3,766.84	
•	6/27/2019	173	SPT0255	•	R & R NETWORK ADMIN LAPTOP	\$246.41	
	6/27/2019	173	SNQ4941		R AND R NETWORK ADMIN LAPTOP	-	
	6/27/2019	173	SPB7206		MOBILE DEVICE R&R	\$180.65	
	6 <i>1</i> 27 <i>1</i> 2019	173	CNC9930		EVAC CIMITOUS D AND D	\$6,406.66	
	0/2//2019	173	SNG8830		FY19 SWITCHES R AND R	\$99.39	
	6/27/2019	173	SRV6794		LAB PRINTER	\$90.06	
	6/27/2019	173	SNZ8124		R & R NETWORK ADMIN LAPTOP	•	
	6/27/2019	173	SNQ1922		FY19 SWITCHES R AND R	\$3,234.42	
						\$1,426.91	

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171614	6/27 <i>/</i> 2019	110	1360631	POLYDYNE INC	43,320 LBS CLARIFLOC C-6267	\$48,223.58	\$54,101.24
	6/27/2019	110	1362278		43,120 LBS CLARIFLOC WE-539		
171527	6/20/2019		1819441001	R&B COMPANY	FM ENCAPSULATING COUPLING	\$5,877.66	\$46,620.25
	6/20/2019	171	1846250001		ASTD PARTS & MATERIALS	\$46,575.71	<b>4.0,020.20</b>
171700	7/11/2019		1618	ETHOSOFT INC	LABORATORY INFORMATION MGMT SYSTEM	\$44.54	
171560	6/27/2019	143				\$46,040.00	\$46,040.00
			689940CH004	CH2M HILL INC	ODOR CONTROL ALTERNATIVES STUDY	\$41,787.38	\$41,787.38
171541	6/27/2019	143	2000217674	AECOM TECHNICAL SERVICES INC	STANDBY POWER SYSTEM UPGRADE	\$32,438.29	\$35,750.58
	6/27/2019	171	2000224617		HAZMAT CONSULTING SERVICES	\$3,312.29	
171535	6/20/2019		533620190522	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD STMT - MAY 2019	\$34,274.22	\$34,274.22
171638	6/27/2019	136	149117	THE NYHART COMPANY	OPEB ACTUARIAL CONSULTING		\$33,821.96
	6/27/2019	136	148102		OPEB ACTUARIAL CONSULTING	\$8,000.00	
				•		\$25,821.96	

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171645	6/27/2019	110	944576	UNIVAR SOLUTIONS	4800 GALS SODIUM HYPOCHLORITE	\$3,444.75	\$31,365.77
	6/27/2019	110	945896		4910.8 GALS SODIUM HYPOCHLORITE		
	6/27/2019	110	945658		4797.1 GALS SODIUM HYPOCHLORITE	\$3,524.26	
	6/27/2019	110	943415		4799.8 GALS SODIUM HYPOCHLORITE	\$3,442.66	
	6/27/2019	110	945244		4999.3 GALS SODIUM HYPOCHLORITE	\$3,444.60	
						\$3,587.77	
	6/27/2019	110	944769		4897.8 GALS SODIUM HYPOCHLORITE	\$3,514.93	
	6/27/2019	110	946436		4801.1 GALS SODIUM HYPOCHLORITE	\$3,445.54	
	6/27/2019	110	944225		4800 GALS SODIUM HYPOCHLORITE	\$3,444.75	
	6/27/2019	110	946162		4900 GALS SODIUM HYPOCHLORITE	•	
171540	6/20/2019	143	163365	WOODARD & CURRAN INC	NEWARK BASIN MASTER PLAN/PACP UPDATE	\$3,516.51	\$27,797.18
171595	6/27/2019	. 143	7246	JDH CORROSION CONSULTANTS INC	THICKENER NO. 1 AND NO. 2 REHABILITATION	\$27,797.18	
171567	6/27/2019	173	10318306492	DELL MARKETING LP C/O DELL USA	FY19 Q4 DESKTOPS	\$26,611.25	\$26,611.25
•	•		•	•		\$24,728.88	<b>\$24,728.88</b>
171610	6/27/2019	123	12981943	CITY OF NEWARK	CITY OF NEWARK OVERLAY 2018 - PROJECT 1179	\$23,870.00	\$23,870.00
171669	7/5/2019	110	904034028	EVOQUA WATER TECHNOLOGIES	4589 GALS HYDROGEN PEROXIDE	\$22,613.56	\$22,613.56
171499	6/20/2019	110	904016824	EVOQUA WATER TECHNOLOGIES	4585 GALS HYDROGEN PEROXIDE	. ,	\$22,593.85
171667	7/5/2019		3478009A	DELTA DENTAL SERVICE	JUNE 2019 DENTAL	\$22,593.85	\$21,838.82
	7/5/2019		3478009C		JUNE 2019 DENTAL	\$2,660.09	-2.,
						\$19,178.73	

Check N	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
171654	6/27/2019	171	4011761	WESTERN ENERGY SYSTEMS	AVR FOR COGEN	\$8,653.79	\$19,753.79
	6/27/2019	171	4032610		COGEN OPT & TJE TRAINING FOR ED AND AARON		
	6/27/2019	171	4032609		COGEN OPT & TJE TRAINING FOR ED AND AARON	\$3,500.00	
171521	6/20/2019	130	18	MUSGRAVES CONSULTING SERVICES	SPECIALTY FINANCIAL SERVICES CONSULTANT	\$7,600.00	\$16,436.61
171555	6/27/2019	110	35432	CALIFORNIA WATER TECHNOLOGIES	42,240 LBS FERROUS CHLORIDE	\$16,436.61	•
	62722010	110	25446			\$5,302.13	\$15,348.14
	6/27/2019	110	35416		40,380 LBS FERROUS CHLORIDE	\$5,099.01	
	6/27/2019	110	35393		39,060 LBS FERROUS CHLORIDE	\$4,947.00	
171478	6/20/2019	143	51965	BEECHER ENGINEERING	STANDBY POWER SYSTEM UPGRADE		\$15,200.00
	6/20/2019	143	51966		ALVARADO INFLUENT PS PUMPS AND VFDS	\$15,000.00	
171622	6/27/2019		20190615	RICHARD PALMER & ASSOC INC	2019 PLANNER SCHEDULER TRAINING	\$200.00	
					2019 FEMINEN SCHEDOLEN TRAINING	\$14,926.22	\$14,926.22
171565	6/27/2019	141	109A5	DCM CONSULTING INC	DUMBARTON TRANSIT-ORIENTED DEV & USD FORCE MAINS	\$14,357.00	\$14,357.00
171534	6/20/2019	110	942317	UNIVAR SOLUTIONS	4950.3 GALS SODIUM HYPOCHLORITE	C2 552 C4	\$14,207.06
	6/20/2019	110	943151		4997.8 GALS SODIUM HYPOCHLORITE	\$3,552.61	•
	6/20/2019	110	942355		4898.3 GALS SODIUM HYPOCHLORITE	\$3,586.70	
						\$3,515.29	
	6/20/2019	110	943027		4950.1 GALS SODIUM HYPOCHLORITE	\$3,552.46	
171608	6/27/2019	130	19	MUSGRAVES CONSULTING SERVICES	SPECIALTY FINANCIAL SERVICES CONSULTANT	\$13,637.82	\$13,637.82
171505	6/20/2019	143	2011800010	HAZEN AND SAWYER	SECONDARY TREATMENT CAP. IMPROV - DESIGN		\$12,620.04
171572	6/27/2019	173	20190305	ENFO TECH & CONSULTING INC	IPACS SWM AGREEMENT	\$12,620.04	
						\$12,300.00	\$12,300.00

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171694	7/11/2019	120	6	CRUX JINX PRODUCTIONS LLC	COLLECTION SERVICES VIDEO	\$550.00	\$12,156.25
	7/11/2019	120	.9		COLLECTION SERVICES VIDEO	\$11,081.25	
	7/11/2019	120	7		COLLECTION SERVICES VIDEO		
171482	6/20/2019	150	241214	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - APRIL 2019	\$525.00	\$11,176.34
	6/20/2019	150	241217		SPECIAL COUNSEL - APRIL 2019	\$6,458.90	Q11,110.54
	6/20/2019	150	241218		EBDA - APRIL 2019	\$1,048.32	
	6/20/2019	150	241216			\$1,900.08	
		130			SPECIAL COUNSEL - APRIL 2019	\$1,769.04	
171589	6/27/2019		9716323	HF&H CONSULTANTS, LLC	FINANCIAL PLANNING MODEL	\$10,254.40	\$10,254.40
171468	6/20/2019	170	7104303774	ABB INC	COGEN 1 TURBO REBUILD	\$9,455.27	\$9,455.27
171657	7/5/2019	150	20190620	ALAMEDA COUNTY TREASURER	FY20 BUDGET SHARE PMT	\$9,386.00	\$9,386.00
171599	6/27/2019	173	18474	LOOKINGPOINT INC	FY19 ROUTER RANDR	. ,	\$9,369.73
	6/27/2019	173	18361		ANNUAL PHONE AND NETWORK SUPPORT - JUNE 2019	\$8,144.73	
•	•		•			\$1,225.00	•

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171584	6/27/2019	111	9182356684	GRAINGER INC	4 EA EXTENSION CORDS	\$92.98	\$9,357.46
	6/27/2019	170	9191628172		2 NO TRESSPASSING SIGNS		
	6/27/2019		9192431113		6 NON-MARRING CAP KNEE PADS	\$35.31	
	6/27/2019	111	9197057707		ASTD PARTS & MATERIALS	\$129.53	
	6/27/2019	170	9203654026		3 EA DEMING DRILLS	\$367.87	
	6/27/2019	120	9204528856		2 PIPE TORQUE WRENCHES	\$143.70	
						\$102.81	
	6/27/2019	171	9206230154		2 SOCKET SETS	\$160.46	
	6/27/2019		9192829092		48 PR COATED GLOVES	\$175.95	
	6/27/2019		9193116465		ASTD PARTS & MATERIALS	\$1,169.15	
	6/27/2019	170	9205753255		2 LABEL CARTRIDGES		
	6/27/2019	111	9182356692		1 EA DRILL BIT SET & SCREWDRIVER BIT SET	\$75.07	
	6/27/2019	170	9184044734		2 TUBES EPOXY GLUE	\$49.88	
•	6/27/2019	122	9194298080	•	2 TOGGLE CLAMPS	\$40.14	
						\$50.72	
	6/27/2019	170	9196274105		1 EA TAP	\$77.05	
	6/27/2019	134	9187859542		ASTD PARTS & MATERIALS	\$2,089.48	
	6/27/2019	111	9197492524		2 INDUSTRIAL SPOTLIGHTS	\$341.54	•
	6/27/2019	170	9198027329		2 NO TRESSPASSING SIGNS		
	6/27/2019	111	9208789934		1 HAND DRUM PUMP	\$35.31	
	6/27/2019	122	9204869532		8 SANDING BELTS	\$56.50	
						\$71.62	

Check No	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
171584	6/27/2019		9207588832	GRAINGER INC	2 HARD-SIDED BEVERAGE COOLERS	\$61.54	\$9,357.46
	6/27/2019	111	9184789031		7 EA CAUTION SIGNS	\$54.85	
	6/27/2019	111	9197065387		3 CAUTION SIGNS	·	
	6/27/2019	172	9197286942		1 ROLLING TOOL BAG	\$38.02	
	6/27/2019	170	9197057715		15 EA PLUGS & CONNECTORS	\$249.86	
						\$745.92	
	6/27/2019	172	9197549604		1 EA BATTERY & CORDLESS BAND SAW KIT	\$376.29	
	6/27/2019		9199002818		ASTD PARTS & MATERIALS	\$1,132.46	
	6/27/2019		9207459299		ASTD PARTS & MATERIALS	\$1,289.16	
	6/27/2019	171	9191910885		3 HAND TOOLS	•	
171484	6/20/2019		20190618	STATE OF CALIFORNIA	SALES & USE TAX 05/01/2019 - 05/31/2019	\$144.29	\$8,902.34
171475	6/20/2019	121	78481	BAILEY FENCE CO INC	REPAIR CHAINLINK FENCE & BARB WIRE RAZOR RIBBON	\$8,902.34	
171674					LIFE & DISABILITY INSURANCE - JULY 2019	\$8,682.00	\$8,682.00
17 1074	7/5/2019		37432220190701	LINCOLN NATIONAL LIFE INS COMP	FIRE & DISABILITY INSURANCE - JULY 2019	\$8,530.46	\$8,530.46

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171549	6/27/2019		13188724	AT&T	SERV: 05/13/19 - 06/12/19	\$87.36	\$6,755.65
	6/27/2019		13188723		SERV: 05/13/19 - 06/12/19	\$65.87	
	6/27/2019		13211284		SERV: 05/20/19 - 06/19/19	\$20.63	
	6/27/2019		13211286		SERV: 05/20/19 - 06/19/19	\$3,582.83	
	6/27/2019		13211308		SERV: 05/20/19 - 06/19/19		
	6/27/2019		13188720	•	SERV: 05/13/19 - 06/12/19	\$213.31	
	6/27/2019		13158670		SERV: 05/10/19 - 06/09/19	\$747.80	
	6/27/2019		13188722		SERV: 05/13/19 - 06/12/19	\$1,995.03	
171501	6/20/2019	170	20196243	G3 ENGINEERING INC	GBT POLY SKID 2 WATER CONTROL ASSEMBLY	\$42.82	SC 740 49
171488	6/20/2019	143	177230	CAROLLO ENGINEERS	PROFESSIONAL SERVICES: EBDA OLEPS BYPASS EVALUAT	\$6,719.48	\$6,719.48
171558	6/27/2019	143	177799	CAROLLO ENGINEERS	AERATION BLOWER 11 (HIGH SPEED)	\$6,648.92	\$6,648.92
171555	6/27/2019	143	177642		WAS THICKENERS	\$3,138.00	\$6,586.46
						\$3,448.46	
171684	7/5/2019	143	163301	WOODARD & CURRAN INC	CONTROL BOX NO. 1 IMPROVEMENTS	\$6,478.51	\$6,478.51
171660	7/5/2019	123	13690030	BLAISDELL'S	27 CHAIRS	\$6,396.15	\$6,396.15
171522	6/20/2019	170	898220190607	PACIFIC GAS AND ELECTRIC	SERV TO 06/02/19 FREMONT PS	\$301.90	\$6,368.74
	6/20/2019	170	140120190603		SERV TO 05/05/19 IRVINGTON PS	\$5,620.66	
	6/20/2019	110	892820190607		SERV TO 05/02/19 HAYWARD MARSH	\$64.11	
	6/20/2019	170	666720190607		SERV TO 06/02/19 PASEO PADRE PS	\$382.07	
171551	6/27/2019		1905758	ATKINS NORTH AMERICA INC	SURVEY 123 IPACS INTEGRATION STUDY	\$6,000.00	\$6,000.00

Check N	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
171573	6/27 <i>/</i> 2019	113	1169980	ENTHALPY ANALYTICAL LLC	8 LAB SAMPLE ANALYSIS	\$120.00	\$5,967.50
	6/27/2019	113	1168854		9 LAB SAMPLE ANALYSIS	\$500.00	
	6/27/2019	113	1169304		1 LAB SAMPLE ANALYSIS		
	6/27/2019	113	1167146		10 LAB SAMPLE ANALYSIS	\$60.00	
	6/27/2019	113	1170570		6 LAB SAMPLE ANALYSIS	\$600.00	
	6/27/2019	113	1169065	•	2 LAB SAMPLE ANALYSIS	\$855.00	
	6/27/2019	113	1169303		4 LAB SAMPLE ANALYSIS	\$120.00	
	6/27/2019	113	1167765		6 LAB SAMPLE ANALYSIS	\$120.00	
						\$360.00	
	6/27/2019	113	1167764		8 LAB SAMPLE ANALYSIS	\$480.00	
	6/27/2019	113	1170609		29 LAB SAMPLE ANALYSIS	\$1,320.00	
	6/27/2019	113	1166589		1 LAB SAMPLE ANALYSIS	\$30.00	
	6/27/2019	113	1167980		2 LAB SAMPLE ANALYSIS	\$25.00	
	6/27/2019	113	1169518		39 LAB SAMPLE ANALYSIS	\$1,070.00	
	6/27/2019	113	1170608		3 LAB SAMPLE ANALYSIS		
171596	6/27/2019	170	631733	KAMAN INDUSTRIAL TECHNOLOGIES	MIX PUMP 6 A, B, 3, 4 AND 5 SPARE MOTORS	\$307.50	\$5,852.91
171611	6/27/2019	122	46092	OWEN EQUIPMENT SALES	REPAIR TRUCK T3343	\$5,852.91	\$5,767.61
	6/27/2019	122	42185.1		CREDIT FOR MOTOR FOR HYDRO INV 42185	\$8,056.53	\$5,707.01
171526	6/20/2019	110	1356613	POLYDYNE INC	41,140 LBS CLARIFLOC WE-539	\$-2,288.92	
171664	7/5/2019			CALIFORNIA WATER TECHNOLOGIES	43,280 LBS FERROUS CHLORIDE	\$5,607.78	\$5,607.78
171004	119/2019	110	35476	CALIFORNIA WATER TECHNOLOGIES	43,200 LB3 FERROUS UNLURIDE	\$5,432.67	\$5,432.67

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171579	6/27/2019		201681902	GATEWAY PRODUCTS GROUP INC	16 EA SPARK PLUGS	\$5,428.16	\$5,428.16
171483	6/20/2019	110	35345	CALIFORNIA WATER TECHNOLOGIES	42,960 LBS FERROUS CHLORIDE	\$5,311.78	\$5,311.78
171690	7/11/2019	110	35484	CALIFORNIA WATER TECHNOLOGIES	41,660 LBS FERROUS CHLORIDE	\$5,213.67	\$5,213.67
171648	6/27/2019	121	10240	VON EUW & NUNES TRUCKING	33.75 HRS DUMP FEES	•	\$5,182.50
171537	6/20/2019	121	43399	WECO INDUSTRIES LLC	CUES CAMERA REPAIR FOR OZIII MZ300-2 (TRUCK T2372) PI	\$5,182.50	\$4,483.89
	6/20/2019	121	43400		CAMERA REPAIRS AND PARTS	\$3,732.86	
171722	7/11 <b>/</b> 2019	121	43632	WECO INDUSTRIES LLC	VAPOROOTER JET-SET IV PARTS PER ORDER NUMBER 004	\$751.03	
474500						\$4,340.85	\$4,340.85
171566	6/27/2019	170	313438	DEL CONTE'S LANDSCAPING INC	WEED ABATEMENT WORK NEWARK PS LOTS & FENCE LINE	\$1,100.00	\$4,284.00
	6/27/2019	170	44055		WEED ABATEMENT WORK JUNE 2019	\$994.00	
	6/27/2019	122	43991		LANDSCAPE MAINTENANCE SERVICES - JUNE 2019	,	
	6/27/2019	170	313437		WEED ABATEMENT WORK NEWARK PS	\$1,440.00	
171613	6/27/2019	130	51911065	PFM ASSET MANAGEMENT LLC	INIVESTMENT MANAGEMENT / ADVISORY SERVICES	\$750.00	
•		130		FFM ASSET MANAGEMENT LLC	INVESTMENT MANAGEMENT / ADVISORY SERVICES	\$4,280.85	\$4,280.85
171709	7/11/2019	120	20190710	SHAWN NESGIS	EXP REIMB: CAMERA FOR CS TRAINER	\$1,389.18	\$4,197.64
	7/11/2019	120	20190710.1		EXP REIMB: LODGING/AIRFARE/PER DIEM PORTLAND SITE \		
171590	6/27/2019	121	603478111	HILLYARD/SAN FRANCISCO	1 TRIDENT EXTRACTOR 12-GALLON	\$2,808.46	\$4,154.94
	6/27/2019		603465644		2 CS LINERS & 5 CS PAPER TOWELS	\$3,807.97	<b>9</b> 7, 197.97
474 470		470				\$346.97	
171470	6/20/2019	172	233853	ADVANCED CHEMICAL TRANSPORT	HAZARDOUS MATERIAL MANAGEMENT	\$3,583.34	\$3,583.34

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171649	6/27/2019	134	8086506529	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$874.25	\$3,340.44
	6/27/2019	113	8086468712		LAB SUPPLIES	\$61.44	
	6/27/2019	113	8086465517		LAB SUPPLIES		
	6/27/2019	113	8086489496		LAB SUPPLIES	\$909.30	
	6/27/2019	113	8086465516		LAB SUPPLIES	\$249.73	
	6/27/2019	134	8086714501		ASTD LAB TESTING SUPPLIES	\$71.62	
	6/27 <i>/</i> 2019	134	8086731014		ASTD LAB TESTING SUPPLIES	\$825.45	
171612	6/27/2019	170	013720190612	PACIFIC GAS AND ELECTRIC	SERV TO 06/05/19 BOYCE RD PS	\$348.65	
				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	·	\$3,308.93	\$3,334.67
	6/27/2019	170	140120190612	·	SERV TO 06/04/19 IRVINGTON PS	\$25.74	
171701	7/11/2019		9971	HOLT CONSTRUCTION INC	REFUND # 22129	\$3,300.00	\$3,300.00
171554	6/27/2019	121	951766	BRENNTAG PACIFIC INC	2564 LBS SODIUM HYDROXIDE	\$733.12	\$3,215.95
	6/27/2019	121	951765		5128 LBS SODIUM HYDROXIDE	\$1,459.56	
	6/27/2019	121	953293		2564 LBS SODIUM HYDROXIDE	\$675.04	
	6/27/2019	121	953294		1282 LBS SODIUM HYDROXIDE		
171495	6/20/2019		20190619	MANUEL DEL TORO	COMPUTER NOTE	\$348.23	\$3,212.92
						\$3,212.92	•

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171553	6/27/2019	170	13758911	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$9.71	\$3,206.88
	6/27/2019	113	13744760		ASTD OFFICE SUPPLIES	\$181.19	
	6/27/2019	113	13744761		2 BINDERS		
	6/27/2019	170	13758912		ASTD OFFICE SUPPLIES	\$8.28	
	6/27/2019	130	13691340		1 BX LABELS	\$5.39	
	6/27/2019	144	13710000		ASTD OFFICE SUPPLIES	\$30.31	
	6/27/2019	120	13744630		ASTD OFFICE SUPPLIES	\$135.31	
	6/27/2019	143	13712030		ASTD OFFICE SUPPLIES	\$418.52	
						\$134.44	
	6/27/2019	130	13730900		ASTD OFFICE SUPPLIES	\$32.76	
	6/27/2019	170	13758910		ASTD OFFICE SUPPLIES	\$229.09	
	6/27/2019	130	13682620C		CREDT 1 BX LABEL	\$-30.31	
	6/27/2019	130	13682621		1 PK EXPO MARKERS	\$11.86	
	6/27/2019	120	13742910		ASTD OFFICE SUPPLIES		
	6/27/2019	141	13753710		ASTD OFFICE SUPPLIES	\$464.36	
	6/27/2019	120	13759120		ASTD OFFICE SUPPLIES	\$208.97	
	6/27/2019	130	13771230		ASTD OFFICE SUPPLIES	\$482.29	
	6/27/2019	130	13750960	•	ASTD OFFICE SUPPLIES	\$233.76	
	6/27/2019	130	13682620		ASTD OFFICE SUPPLIES	\$8.85	
	6/27/2019	120	13744560		ASTD OFFICE SUPPLIES	\$42.18	
	0.211201 <del>3</del>	120	13744000		ASID OFFICE SUFFLIES	\$503.31	

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171553	6/27/2019	170	13680100	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$36.21	\$3,206.88
	6/27/2019	120	13694130		ASTD OFFICE SUPPLIES	\$60.40	
171682	7/5/2019		807052323	VISION SERVICE PLAN - CA	JULY 2019 VISION STMT		\$3,174.05
	7/5/2019		807052319		JULY 2019 VISION STMT	\$3,130.27	•
171628	6/27/2019	110	19061420	S&S TRUCKING	GRIT HAULING 06/03/2019	\$43.78	
	6/27/2019	110	19060774		GRIT HAULING 05/24, 05/28, 05/31/2019	\$762.98	\$3,172.46
		110				\$2,409.48	
171557	6/27/2019		20216187	CANON SOLUTIONS AMERICA INC	LEASE 6 CANON COLOR COPIERS	\$3,154.15	\$3,154.15
171647	6/27/2019	134	45160	VALLEY OIL COMPANY	GREASE	\$29.36	\$3,110.04
	6/27/2019	122	44925		300 GAL ASTD MOTOR OILS	\$3,080.68	
171563	6/27/2019		3434	COMMERCIALTRANSPORTATION SVCS	DEFENSIVE DRIVING TRAINING		\$3,047.25
171695	7/11/2019	143	109E1	DCM CONSULTING INC	GRAVITY SEWER REHAB/REPLACEMENT	\$3,047.25	\$2,928.50
171519	6/20/2019	136	21090619	MONARCH PLUMBING & ROOTER INC	THIRD PARTY CLAIM	\$2,928.50	
171644	6/27/2019	123	168463376002	UNITED RENTALS NORTHWEST INC	1 CHIPPER 4 WEEK RENTAL 5/21-6/18/19	\$2,821.99	\$2,821.99
		123				\$2,758.84	\$2,758.84
171586	6/27/2019		11516099	HACH COMPANY	1 PROBE & 4 SALT BRIDGES	\$2,708.02	\$2,708.02
171580	6/27/2019	173	190661	GEOSPAGO INC	CUSTOMER SERVICE GIS NEEDS ASSESSMENT	\$2,700.00	\$2,700.00

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171715	7/11/2019	134	721936333601	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAK ROOM SUPPLIES	\$59.20	\$2,622.48
	7/11/2019	134	722072313102		JANITORIAL & BREAK ROOM SUPPLIES	\$138.25	
	7/11/2019	134	722072313101		JANITORIAL & BREAK ROOM SUPPLIES	·	
	7/11/2019	134	722002070302		JANITORIAL & BREAK ROOM SUPPLIES	\$1,084.29	
	7/11/2019	134	722002070301		JANITORIAL & BREAK ROOM SUPPLIES	\$585.82	
	7/11/2019	134	721968013701		JANITORIAL & BREAK ROOM SUPPLIES	\$441.17	
171510	6/20/2019	173	20737250	INFOR PUBLIC SECTOR, INC	CCADA HANGEN INTEREACE CERVICES	\$313.75	
		173		, in the second of the second	SCADA-HANSEN INTERFACE SERVICES	\$2,585.00	\$2,585.00
171538	6/20/2019		9941	WESTCAL DESIGN & BUILD	REFUND # 22079	\$2,500.00	\$2,500.00
171591	6/27/2019		9757	HUNAN NOODLE HOUSE	REFUND # 22105	\$2,500.00	\$2,500.00
171593	6/27/2019		9924	INNER CITY DEMOLITION INC	REFUND # 22055	\$2,500.00	\$2,500.00
171607	6/27/2019		10266	MONARCH PLUMBING & ROOTER INC	REFUND # 22089	·	\$2,500.00
171637	6/27/2019		10258	THE EXPERT PLUMBER	REFUND # 22088	\$2,500.00	\$2,500.00
171639	6/27/2019		9871	TH-HW NEWARK LLC	REFUND # 22104	\$2,500.00	\$2,500.00
171718	7/11/2019		9210	TH-HW NEWARK LLC	REFUND # 22128	\$2,500.00	- ,
171635	6/27/2019	170	14669.1	SYSTEMS AND SPACE		\$2,500.00	\$2,500.00
		170			2 COAT LOCKERS FOR 2 FMC EMPLOYEES	\$2,448.50	\$2,448.50
171720	7/11/2019		9832533817	VERIZON WIRELESS	WIRELESS SERV 05/21/2019 - 06/20/2019	\$2,442.20	\$2,442.20
171627	6/27/2019		3482110001	S & S SUPPLIES & SOLUTIONS	80 HARD HATS	\$2,325.89	\$2,325.89

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171502	6/20/2019	111	9176808781	GRAINGER INC	ASTD PARTS AND MATERIALS	\$556.33	\$2,322.09
	6/20/2019		9175313205		7 BALL VALVES	\$379.52	
	6/20/2019	122	9174571522		2 HAND RATCHETS & 1 CIRCULAR SAW BLADE		
	6/20/2019		9173854879		ASTD PARTS & MATERIALS	\$125.18	
	6/20/2019	170	9175269563		2 HOSE BARBS	\$390.84	
	6/20/2019		9178093002		ASTD PARTS AND MATERIALS	\$48.40	
171629	6/27/2019		1917468001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$821.82	
171023		404		OAN CLANDRO ELECTRIC SUFFET		\$1,500.53	\$2,308.40
	6/27/2019	134	1914250002		ASTD ELECTRICAL SUPPLIES	\$445.64	
	6/27/2019	134	1914250003		ASTD ELECTRICAL SUPPLIES	\$58.88	
	6/27/2019	134	1914261001		ASTD ELECTRICAL SUPPLIES	\$303.35	
171575	6/27/2019	÷ .	2019136	FARALLON GEOGRAPHICS INC	PLANT GIS ENHANCEMENTS TO GEOCORTEX	\$2,255.00	\$2,255.00
171650	6/27/2019	122	52800	WATTCO EQUIPMENT INC	1 LED TRAFFIC ADVISOR	. ,	\$2,110.47
•	6/27/2019	122	52813	•	CREDIT: INV 525331 - 1 LED TRAFFIC ADVISOR	· \$4,188.86	•
171542	6/27/2019	123	70675	AIR & TOOL ENGINEERING COMPANY	2 BLADE GUARD ASSEMBLIES	\$-2,078.39	\$2,100.44
171653	6/27/2019	141	2038413	WEST YOST ASSOCIATES	FM RELOCATION NEAR HICKORY STREET	\$2,100.44	
171672	7/5/2019	113	18027266	KELLY SERVICES INC	TEMP LABOR-THACH, P. WK END 05/05/2019	\$2,086.00	\$2,086.00
77 1012				WELL OFWAIOTO INC		\$1,036.20	\$2,072.40
	7/5/2019	113	17039569		TEMP LABOR-THACH, P. WK END 04/28/2019	\$1,036.20	

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171513	6/20/2019	111	20190610.2	MARCUS LEE	EXP REIMB: WEF/CWEA MEMBERSHIP - 5/19 - 5/20	\$263.00	\$2,055.54
	6/20/2019	111	20190610.3		EXP REIMB: GRADE V OPERATOR CERTIFICATION	\$190.00	
	6/20/2019	111	20190610.1		EXP REIMB: WEFTEC SEPT 2019 CONF REGISTRATION	\$575.00	
	6/20/2019	111	20190612.1		EXP REIMB: AIRFARE & LODGING FOR WEFTEC - SEPT 2019		
171545	6/27/2019		20190510	AMAZON.COM LLC	05/19 - ASTD OFFICE SUPPLIES	\$1,027.54	\$2,022.26
	6/27/2019		20190610		06/19 - ASTD OFFICE SUPPLIES	\$950.12	·
171520	6/20/2019	170	24061090	MOTION INDUSTRIES INC	ASTD SHEAVES AND BUSHINGS	\$1,072.14	<b>\$2,02</b> 1.01
	6/20/2019	170	24060977		ASTD NUTS & BOLTS RESTOCKING	\$254.02	\$2,021.01
	6/20/2019		24060690		KLUBER GREASE ASONIC GHY 72	\$329.17	
	6/20/2019		24060747		2 PR RUBBER BOOTS	\$295.21	
	6/20/2019		24061134		AUTO LUBER W/ CHEVRON ULTIPLEX 2 GREASE	\$116.88	
					10 MEST SAFETY VESTS	\$834.81	
	6/20/2019		24061002			\$190.92	
171539	6/20/2019	132	29852	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES	\$2,013.00	\$2,013.00
171562	6/27/2019	173	83215301	COLORADO WASHINGTON INC COMCAS	STFIBER INTERNET BACKUP - JUN 2019	\$2,004.87	\$2,004.87
171676	7/5/2019		10176	ROOTER HERO	REFUND # 22124	\$500.00	\$2,000.00
	7/5/2019		10079		REFUND # 22119	\$500.00	
	7/5/2019		10175		REFUND # 22125	\$500.00	
	7/5/2019		10225		REFUND # 22114	\$500.00	
171583	6/27/2019	122	1841087462	GOODYEAR COMM TIRE & SERV CTRS	4 TIRES	\$1,881.49	\$1,881.49

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171493	6/20/2019		327859	DALE HARDWARE INC	HARDWARE & PPE	\$200.82	\$1,848.54
	6/20/2019		20190525		05/19 - ASTD PARTS & MATERIALS	\$200.02	
171594	6/27/2019	170	557856	INSTRUMART	IPS PH PROBE AND ANALYZER	\$1,647.72	
171054	0/2//2015	170	337033	•	•	\$1,833.93	\$1,833.93
171605	6/27/2019	170	3938	M-I-C INC	DIGESTER 6 PRESSURE RELIEF VALVE	\$1,741.11	\$1,741.11
171546	6/27/2019	121	12315	AMERICAN DISCOUNT SECURITY	05/01/19 - 05/31/19 GUARD AT DISTRICT GATE	64 746 00	\$1,716.00
171511	6/20/2019	141	BRXX662	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - MAY 2019	\$1,716.00	\$1,670.90
	6/20/2019	173	201891101		DATAMEDIA OFF-SITE STORAGE MAY 2019	\$1,000.74	\$1,070.90
	0/20/2019	173	201031101			\$304.65	•
	6/20/2019	141	BRVC881		OFF-SITE STORAGE AND SERVICE - MAY 2019	\$365.51	
171597	6/27/2019	113	23013477	KELLY SERVICES INC	TEMP LABOR-THACH, P. WK ENDING 06/09/19	64 026 20	\$1,657.92
	6/27/2019	113	22016693		TEMP LABOR-THACH, P. WK ENDING 06/02/19	\$1,036.20	
171517	6/20/2019	120	675212	MISSION CLAY PRODUCTS LLC	20 ASTD CLAY FITTINGS	\$621.72	
	0/20/2019	120	0/3212			\$1,624.96	\$1,624.96
171708	7/11/2019	120	20190626	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - JUNE 2019	\$1,604.90	\$1,604.90
171487	6/20/2019	170	21660482	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	0074.07	\$1,591.88
	6/20/2019	170	21664083		PAINT & RELATED PAINT SUPPLIES	\$674.67	
171663	7/5/2019	143	241215	BURKE, WILLIAMS & SORENSON LLP	CIP - APRIL 2019	\$917.21	
171003	11312019	143	241213	·		\$1,572.48	\$1,572.48
171606	6/27/2019	123	728151	MISSION CLAY PRODUCTS LLC	18 ASTD CLAY COUPLINGS	\$1,361.86	\$1,361.86
171617	6/27/2019	170	1848141001	R&B COMPANY	ASTD PARTS & MATERIALS	CCC0 00	\$1,343.69
	6/27/2019	170	1850258001		ASTD PARTS & MATERIALS	\$558.98	
	6/27/2019	170	1847645001		1 - 6" ALUMINUM COUPLER	\$460.95	
	0/2//2019	.70	1041 043001			\$323.76	

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171 <b>547</b>	6/27/2019		1102188117	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING & RUGS	\$249.07	\$1,341.49
	6/27/2019		1102188126		UNIFORM LAUNDERING SERVICE	\$446.47	
	6/27/2019		1102191456		UNIFORM LAUNDERING & RUGS		
	6/27/2019		1102191468		UNIFORM LAUNDERING SERVICE	\$248.82	
	6/27/2019	122	1102191491		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$348.84	
171492	6/20/2019	143	3252192	DAILY JOURNAL CORPORATION	AD: CATHODIC PROTECTION IMPROVEMENTS - PLANT	\$48.29	
	6/20/2019	130	3254739		AD: NOTICE OF FILING REPORT & PUBLIC HEARING	\$1,185.60	\$1,308.10
474000				DEPARTMENT OF GENERAL SERVICES	SERV: MAY 2019 PLANT	\$122.50	
171668	7/5/2019	113	1416544			\$1,291.05	\$1,291.05
171681	7/5/2019	170	29895380	UPS - UNITED PARCEL SERVICE	FREIGHT CHARGES	\$1,279.96	\$1,279.96
171528	6/20/2019	130	53543167	ROBERT HALF INTERNATIONAL INC	TEMP LABOR-SAHNI, M. WK END 05/24/2019	\$1,246.40	\$1,246.40
171518	6/20/2019	171	1950321	MOBILE MODULAR MANAGEMENT CORP	P FMC TRAILER RENTAL - JUNE 2019	\$1,245.43	\$1,245.43
171498	6/20/2019		20190619	MARIELA ESPINOSA	TRAVEL REIMB: LODGING/PER DIEM/ AIRFARE	\$1,202.21	\$1,202.21
171548	6/27/2019	141	20190624.1	ROLLIE ARBOLANTE	EXP REIMB: CUSTOMER SERVICE TEAM RECOGNITION	•	\$1,195.27
	6/27/2019	141	20190624		EXP REIMB: CUSTOMER SERVICE TEAM SAFETY RECOG	\$288.35	
171472	6/20/2019		298	ALLIANT INSURANCE SERVICES INC	07/19-07/20 CRIME RENEWAL	\$906.92	64 449 00
						\$1,148.00	\$1,148.00

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171609	6/27/2019	122	204960	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$508.82	\$1,061.52
	6/27/2019	170	205010		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$289.74	•
	6/27/2019	122	204830		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$73.75	
	6/27/2019	122	204911		ASTD METAL, STEEL, STAINLESS & ALUMINUM		
	6/27/2019	170	204937		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$82.53	
171491	6/20/2019	170	20190528	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$106.68	C1 052 72
171679	7/5/2019		20190701	KAROLINE TERRAZAS	COMPUTER NOTE	\$1,052.73	\$1,052.73
		121	955693	BRENNTAG PACIFIC INC	3846 LBS SODIUM HYDROXIDE	\$1,047.43	\$1,047.43
171689	7/11/2019				TEMP LABOR-THACH, P. WK ENDING 05/26/19	\$1,039.11	\$1,039.11
171512	6/20/2019	113	21018431	KELLY SERVICES INC	,	\$1,036.20	\$1,036.20
171634	6/27/2019	134	92191453	SUBSITE ELECTRONICS	CAMERA EQUIPMENT	\$1,014.06	\$1,014.06
171688	7/11/2019	170	675519	A-PRO PEST CONTROL INC	JUNE PEST CONTROL	\$1,005.00	\$1,005.00
171500	6/20/2019	113	7756898	FISHER SCIENTIFIC	2 CARBON PROBES	\$458.03	\$1,003.85
	6/20/2019	113	3930592		1 ELECTRODE ROSS ULTRA TRIODE	\$545.82	
171659	7/5/2019		10189.2	AMERICAN EAGLE PLUMBING & CON	REFUND # 22120	\$500.00	\$1,000.00
	7/5/2019		10189.1		REFUND # 22121		
171636	6/27/2019	173	19061803	TELOG INSTRUMENTS INC	ADDITIONAL FREIGHT CHARGES INV 19061908	\$500.00	\$987.48
	6/27/2019	173	19061908		ALVARADO MANHOLE MONITOR MODEM UPGRADE	\$23.92	
						\$963.56	

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171706	7/11 <b>/</b> 2019	121	99388364	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$288.39	\$950.72
	7/11/2019	170	99278782		1 EA ALUMINUM STRAIGHT LADDER	3200.35	
	7/11/2019		99556501		ASTD PARTS & MATERIALS	\$132.42	
					2 PAINT ROLLER EXTENSION HANDLES	\$179.59	
	7/11/2019	121	99388363		2 PAINT ROLLER EXTENSION HANDLES	\$159.18	
-	7/11/2019		99377595		ASTD PARTS & MATERIALS	\$191,14	
171476	6/20/2019	136	2522195897	BANK OF NEW YORK	APR 2019 SERVICE FEES		\$938.23
171665	7/5/2019	120	20190626	CWEA	6 CERT & 2 MEMBERSHIP RENEWALS - CS 6 EMPLOYEES	\$938.23	
	e127/2040	123	10825	TURNER SAFETY	COMPTETENT PERSON TRAINING: BULLIS, STE & MINCHAC	\$938.00	\$938.00
171642	6/27/2019	123	10025	· ·		\$550.00	\$935.00
	6/27/2019	121	11055		CONFINED SPACE TRAINING - MARTINEZ	\$275.00	
	6/27/2019	121	11148		FIRST AID & CPR TRAINING - MARTINEZ	6440.00	
171619	6/27/2019	120	09F0036018380	NESTLE WATERS NO. AMERICA READY	RIWATER SERVICE 05/07/19 - 06/06/19	\$110.00	\$900.69
171550	6/27/2019		774378402	AT&T	SERV 05/11/19 - 06/10/19	\$900.69	3900.03
						\$882.85	\$882.85 ·
171631	6/27/2019	173	2568	SDI PRESENCE LLC	IT MASTER PLAN PROJECT FOR FY19	\$700.00	\$875.00
	6/27/2019	173	2734		IT MASTER PLAN PROJECT FOR FY19	\$175.00	
171471	6/20/2019	170	9962585410	AIRGAS NCN	CYLINDER RENTAL		\$872.88
171587	6/27/2019	123	2015506	HANSON AGGREGATES INC	10 TONS 1/2 MED TYPE A AC-R	\$872.88	
	0/20/2010	400	2012110	HANSON AGGREGATES INC	9.86 TONS 1/2 MED TYPE A AC-R	\$827.57	\$827.57
171503	6/20/2019	123	2012110	HANSON AGGREGATES INC	3.00 TORG IZ WED THE A AGIN	\$816.10	\$816.10

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171620	6/27/2019	123	820161995	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: M. MINCHACA	\$196.64	\$812.26
	6/27/2019	171	820162006		SAFETY SHOES: P. CHAPARRO	\$208.00	
	6/27/2019	121	820162679		SAFETY SHOES: M. DEL TORO		
	6/27/2019	111	820163067		SAFETY SHOES: M. FULKERSON	\$208.00	
171543	6/27/2019	122	9089918336	AIRGAS NCN	ASTD PARTS & MATERIALS	\$199.62	\$785.31
	6/27/2019	113	9088999925		3 CYL ARGON	\$195.33	Ψ103.31
171686	7/11/2019	170	9089869148	AIRGAS NCN	1 CYL ARGON	\$589.98	
171000					2 CYL ARGON	\$242.69	\$767.86
	7/11/2019	170	9089968509			\$351.01	
	7/11 <b>/2</b> 019	170	9089622618		1 CYL ARGON	\$174.16	
171719	7/11/2019	134	44653	VALLEY OIL COMPANY	BULK OIL	\$756.37	\$756.37
171473	6/20/2019		1102184838	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING SERVICE	\$421.84	\$723.99
	6/20/2019		1102184830		UNIFORM LAUNDERING & RUGS	\$254.57 ·	
•	6/20/2019	122	1102184853		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$47.58	
171588	6/27/2019	170	3N5868	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC FITTINGS		\$701.5 <del>6</del>
	6/27/2019	170	3N6051		1 3" COUPLING	\$480.71	
	6/27/2019		3N5867		ASTD PVC FITTINGS	\$71.81	
	6/27/2019	170	3N5947		13/4" VALVE BALL	\$131.01	
. 474749	7/11/2019		20190709	PETTY CASH	PETTY CASH REPLENISHMENT	\$18.03	
171712		470		ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$694.28	\$694.28
171624	6/27/2019	170	125996	ROUTES IER MIDLAND CORPORATION	NOT WATER COOF SCHOOL	\$687.46	\$687.46

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171486	6/20/2019	136	4029376768	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$669.04	\$669.04
171574	6/27/2019		240162	ENVIRONMENTAL PRODUCTS & ACCES	ASTD VACTOR PARTS	•	\$649.16
171723	7/11/2019	170	16365	WESTERN MACHINE & FAB INC	1 HARDENED NUT	\$649.16	\$647.53
171604	6/27/2019	170	190651	METROMOBILE COMMUNICATIONS INC	METRO MOBILE ANNUAL RADIO SERVICE - JUNE 2019	\$647.53 \$599.08	\$599.08
171699	7/11/2019	113	1170355	ENTHALPY ANALYTICAL LLC	12 LAB SAMPLE ANALYSIS	•	\$590.00
171670	7/5/2019	111	20190702	MICHAEL FULKERSON	EXP REIMB: WEFTEC CONF REGISTRATION	\$590.00	·
474594	6/20/2019		20190614	PETTY CASH	PETTY CASH REPLENISHMENT	\$575.00	\$575.00
171524	0/20/2019		20130014			\$553.51	\$553.51
171646	6/27/2019	136	98XW53239	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 06/08/19	\$549.17	\$549.17
171661	7/5/2019	132	20190703	GENE BOUCHER	EXP REIMB: OST TEAM SAFETY RECOGNITION	\$541.39	\$541.39
171655	7/5/2019	170	190602577	AIRTECH MECHANICAL INC	SERVICE CALL: BLDG 68 MAINT SHOP OFFICE		\$536.27
171616	6/27/2019	113	2019037	QUALITY ASSURANCE SOLUTIONS	LABORATORY CONSULTING	\$536.27	6526 DE
171640	6/27/2019		1175392290	TPX COMMUNICATIONS	WIRELESS INTERNET BACKUP - JUNE	\$536.25	<b>\$536.25</b>
						\$528.30	\$528.30
171671	7/5/2019	113	20190702	TIMOTHY GRILLO	EXP REIMB: FY19 R&S SAFETY INCENTIVE	\$524.86	\$524.86
171598	6/27/2019	170	344705	KLEEN BLAST ABRASIVES	ASTD PARTS & MATERIALS	\$121.84	\$516.94
	6/27/2019	170	344473		.55 TONS GARNET 80 OCL		
171693	7/11/2019	123	301150	CLARK'S HOME AND GARDEN INC	8 PG&E FILL SAND	\$395.10	\$502.80
171469	6/20/2019		10132	ABOVE ALL PLUMBING, INC.	REFUND # 22086	\$502.80	<b>\$502.60</b>
				•		\$500.00	\$500.00
171529	6/20/2019		10126	ROOTER HERO	REFUND # 22085	\$500.00	\$500.00
171569	6/27/2019		10063	DREAM HOME CONSTRUCTION	REFUND # 22103	\$500.00	\$500.00

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171578	6/27/2019		10255	GARCIA PLUMBING AND DRAIN	REFUND # 22090	\$500.00	\$500.00
171618	6/27/2019		10231	RAJ CONSTRUCTION INC	REFUND # 22067	\$500. <b>00</b>	\$500.00
171625	6/27/2019		10206	ROOTER HERO	REFUND # 22098	\$500.00	\$500.00
171632	6/27/2019		10260	STAR ROOTER AND PLUMBING	REFUND # 22094		\$500.00
171656	7/5/2019		10186	AJ BONO PLUMBING	REFUND # 22123	\$500.00	\$500.00
171680	7/5/2019		10191	TRENCHFREE INC	REFUND # 22122	\$500.00	\$500.00
171685	7/11 <b>/</b> 2019		10197	· ABOVE ALL PLUMBING, INC.	REFUND # 22138	\$500.00	
171696	7/11/2019		10290	DEEP CONSTRUCTION	REFUND # 22148	\$500.00	\$500.00
171698	7/11/2019		10203	ELITE ROOTER INC	REFUND # 22136	\$500.00	\$500.00
				MONARCH PLUMBING & ROOTER INC	REFUND # 22137	\$500. <b>00</b>	\$500.00
171707	7/11 <b>/2</b> 019		10201	•		\$500.00	\$500.00
171714	7/11/2019		10090	ROOTER HERO	REFUND # 22147	\$500.00	\$500.00
171716	7/11/2019		10291	STAR ROOTER AND PLUMBING	REFUND # 22149	\$500.00	\$500.00
171516	6/20/2019	170	97563770	MCMASTER SUPPLY INC	2 EA ALUMINUM FITTINGS	<b>\$51.48</b>	\$438.27
	6/20/2019	170	97656560		2 LONG-LIFE LARGE CELL BATTERIES	<b>\$114.39</b>	
	6/20/2019	120	97549127		ASTD PARTS & MATERIALS	\$87.11	
	6/20/2019	170	97527193		2 LONG-LIFE LARGE CELL BATTERIES		
	6/20/2019	121	97400850		CREDIT FOR INV 95578718 - CONNECTING LINKS	\$114.39	
	6/20/2019		97852710		ASTD PARTS & MATERIALS	\$-154.6 <del>6</del>	
	6/20/2019	121	97400849		CREDIT FOR INV 95428829 - 50 FT CHAIN	\$934.05	
						\$-708.49	

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171561	6/27 <b>/</b> 2019	150	75985	CITYLEAF INC	PLANT MAINTENANCE - JUN 2019	\$431.86	\$431.86
171623	6/27/2019	130	53608625	ROBERT HALF INTERNATIONAL INC	TEMP LABOR-SAHNI, M. WK END 06/07/2019		\$426.40
	6/27/2019	130	53584870		TEMP LABOR-SAHNI, M. WK END 05/31/2019	\$65.60	
474704	7//4/20040	449	0000004643	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$360.80	
171721	7/11/2019	113	8086684613	VVVK INTERNATIONAL LLC	LAB SOFF CIES	\$79.76	\$419.09
	7/11/2019	113	8086653962		LAB SUPPLIES	\$339.33	
171675	7/5/2019	134	99156205	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	·	\$414.63
	7/5/2019	111	99035554		20 PACKS MINI LIGHT BULBS	\$251.98	
	7/5/2019	170	98809941		ASTD PARTS & MATERIALS	\$123.13	
	113/2013					\$39.52	
171479	6/20/2019	141	13671670	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$90.82	\$407.38
	6/20/2019		13656100		7 RM PAPER	\$103.33	
	6/20/2019	120	13674700		ASTD OFFICE SUPPLIES	<b>\$103.33</b>	
	6/20/2019	144	13667230		1 BX SHEET PROTECTORS	\$195.33	
			•			\$17.90	
171702	7/11 <i>/</i> 2019	170	768520190627	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - JUNE 2019	\$402.04	\$402.04
171525	6/20/2019	143	20190613	PIPE USERS GROUP	ANNUAL MEMBERSHIP 7/2019 - 6/2020	\$400.00	\$400.00
171496	6/20/2019		20190612	ART DIOSDADO	TUITION REIMB: SPRING 2019		\$364.00
	6/20/2019		20190618		TRAVEL EXP: CITY OF PORTLAND CITE VISIT PER DIEM	\$167.50	••••
		400	005 4700	DAILY JOURNAL CORROBATION	AD: NOTICE OF FILING REPORT & PUBLIC HEARING	\$196.50	
171564	6/27/2019	136	3254738	DAILY JOURNAL CORPORATION	AD. NOTICE OF FILING REPORT & PUBLIC HEARING	\$358.80	\$358.80
171533	6/20/2019	134	108919001	ULINE INC	ASTD SAFETY SUPPLIES	\$350.36	\$350.36
171490	6/20/2019	122	41507	CLASSIC GRAPHICS	6 LOGOS/16 UNIT NUMBERS		\$327.06
						\$327.06	•

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171570	6/27/2019	113	1389	ELITE ANALYTICAL LABORATORIES	2 LAB SAMPLE ANALYSIS	\$320.00	\$320.00
171697	7/11/2019	123	20190221	MANUEL DEL TORO	TRAVEL EXP - CWEA CONF PER DIEM	\$315.00	\$315.00
171532	6/20/2019	171	20190618	EDWARD TATOLA	EXP REIMB: PER DIEM, MILEAGE, GAS - ADVANCED TJE COL		\$308.47
171615	6/27/2019		147770	PREFERRED ALLIANCE INC	MAY 2019 SERVICE FEE	\$308.47	\$299.52
171582	6/27/2019	144	484975845	GLACIER ICE COMPANY INC	174 7-LB BAGS OF ICE	\$299.52	
171673	7/5/2019	132	1480576	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES - CAL-PERS UNIFORM APPEAL	\$296.54	\$296.54
						\$296.00	\$296.00
171509	6/20/2019	113	190633	IEH-BIOVIR LABORATORIES	LAB SAMPLE ANALYSIS	\$140.00	\$280.00
	6/20/2019	113	190639		LAB SAMPLE ANALYSIS	\$140.00	
171592	6/27/2019	113	190668	IEH-BIOVIR LABORATORIES	LAB SAMPLE ANALYSIS	S140.00	\$280.00
	6/27/2019	113	190681		LAB SAMPLE ANALYSIS		
171626	6/27/2019	134	7794268700	RS HUGHES CO INC	ASTD SAFETY SUPPLIES	\$140.00	\$276.82
	6/27/2019	134	7794268701		ASTD SAFETY SUPPLIES	\$51.89	9270.02
171603	6/27/2019	122	98291598		2 PACKS HOSE ELBOWS	\$224,93	•
17 1000					ASTD PARTS & MATERIALS	\$39.96	\$268.51
	6/27/2019	122	98136305			\$42.00	
	6/27 <i>[</i> 2019		98425677		ASTD PARTS & MATERIALS	\$172.51	
	6/27/2019	170	97926074		2 HOSE COUPLINGS	\$14.04	
171602	6/27/2019	111	141613	MAZZEI INJECTOR	6 EA INJECTORS	\$268.00	\$268.00
171530	6/20/2019	120	20190619	JAMES SCHOFIELD	EXP REIMB: RECOGNITION FOR CSPM TEAM	•	\$266.65
171651	6/27/2019	121	43541	WECO INDUSTRIES LLC	CAMERA REPAIRS & PARTS	\$266.65	,
						\$265.19	\$265.19

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171683	7/5/2019	110	20190702	WEF-WATER ENVIRONMENT FED	WEF MEMBERSHIP T GRILLO	\$263.00	\$263.00
171544	6/27/2019	170	5209858	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$259.42	\$259.42
171652	6/27/2019	173	6028045	WEST SAFETY SERVICES INC	E911 CLOUD SERVICE	\$250.00	\$250.00
171576	6/27/2019		159600	FITGUARD INC	PREVENTATIVE MAINTENANCE - EXERCISE CLUB EQUIPMEI		\$249.00
171601	6/27/2019	144	20190626	EDDA MARASIGAN	EXP REIMB: EC ANNUAL TEAM RECOG LUNCH	\$249.00	\$238.53
171713	7/11/2019		20190708	JOSE RODRIGUES JR	EXP REIMB: CS SAFETY RECOGNITION BREAKFAST	\$238.53	\$238.36
171691	7/11/2019		600150	CALTEST ANALYTICAL LABORATORY	5 LAB SAMPLE ANALYSIS	\$238.36	\$236.25
171677	7/5/2019	170	85340220190620	SAN FRANCISCO WATER DEPT	SERVICE 05/22/2019 - 06/19/2019	\$236.25	
171474	6/20/2019		7016376873	APPLIED INDUSTRIAL TECHNOLOGIE	4 BELTS	\$234.19	\$234.19
	6/20/2019		7016376948		3 BELTS	\$156.25	\$223.23
	0/20/2019		7010370948		3 BEL13	\$66.98	
171477	6/20/2019	123	22454200	BECK'S SHOES	SAFETY SHOES: A. DEJESUS	\$208.00	\$208.00
171552	6/27/2019	172	22473900	BECK'S SHOES	SAFETY SHOES: T. SOLARI	\$208.00	\$208.00
171633	6/27/2019		83866	STARLINE SUPPLY COMPANY	4 CS COMPOSTABLE UTENSILS	\$207.25	\$207.25
171504	6/20/2019	170	3N5629	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS	\$205.04	\$205.04
171508	6/20/2019	113	3048046019	IDEXX DISTRIBUTION INC	COLIERT 18 COMPARATOR + QC FECAL	•	\$200.51
	6/20/2019	113	3048046018		COLIERT 18 COMPARATOR + QC FECAL	\$167.93	
171480	6/20/2019	123	20190618	STEVE BULLIS	TRAVEL EXP: CITY OF PORTLAND CITE VISIT PER DIEM	\$32.58	\$196.50
171494	6/20/2019	123	20190618	ANTHONY DEJESUS	TRAVEL EXP: CITY OF PORTLAND CITE VISIT PER DIEM	\$196.50	\$190.50
						\$196.50	\$196.50
171497	6/20/2019	136	90115133026	ENTERPRISE GOV 43-1514861	RENTAL: M. ESPINOSA, LONG BEACH, CA	\$193.74	\$193.74

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171662	7/5/2019	130	20190701	LAURIE BRENNER	EXP REIMB: FAST TEAM RECOGNITION	\$190.30	\$190.30
171489	6/20/2019	123	471518	CENTERVILLE SAW AND TOOL	REPAIR HUSQVARNA - TUNE UP	\$30.00	\$189.06
	6/20/2019	123	471519	•	REPAIR ECHO POLE PURNER	\$159.06	
171485	6/20/2019	113	599459	CALTEST ANALYTICAL LABORATORY	4 LAB SAMPLE ANLAYSIS	\$189.00	\$189.00
171536	6/20/2019	113	8086435565	VWR INTERNATIONAL LLC	LAB SUPPLIES		\$170.91
	6/20/2019	113	8086428721		LAB SUPPLIES	\$96.99	
	6/20/2019	113	8086539433		LAB SUPPLIES	\$15.01	
171600	6/27/2019		4667097	MALLORY SAFETY AND SUPPLY LLC	PPE AND CALABRATION GAS	\$58.91	6460.00
171523	6/20/2019	134	5305758	PACIFIC MECHANICAL SUPPLY	ASTD COUPLINGS & FITTINGS	\$160.88	\$160.88
171585	6/27/2019	122	9204338330	GRAINGER INC	15 WIRE ROPE THIMBLES	\$145.22	\$145.22
	6/27/2019	170	9197057723	S. C. III. C.	1 MACH SCREW, PAN	\$3.30	\$136.37
					, and the second	\$5.14	
	6/27/2019	111	9205753263		1 PIPE CUTTER	\$19.91	
	6/27/2019	111	9184044726		1 EA SHOP SHEARS & MOUNTING TAPE	\$18.58	
	6/27/2019	111	9197515928		2 SHOP SHEARS	\$17.71	
	6/27/2019	170	9188343561		ASTD PARTS & MATERIALS	\$35.02	
	6/27/2019	171	9191998948		1 COLD CHISEL	\$19.89	
	6/27/2019	122	9193662070		1 MIDDLE PANEL BRACKET	\$16.82	
171641	6/27/2019	123	130665	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - MONTHLY CHARGE MONITOR		\$133.33
171705							

474577 CM70040 444 00400000 MANUOLO CONTICO TUD DELLO TROPOSTORIO TUD DELLO TUD DELLO TUDO DELLO TU	
171577 6/27/2019 111 20190626 MAURICE FORTNER EXP REIMB: TPO SAFETY RECOGNITION \$128.31	\$128.31
171630 6/27/2019 123 39167 SCHAA'S LAWNMOWER SALES & SERV_SHARPEN CHAINSAWS \$126.00	\$126.00
171581 6/27/2019 173 20190625 MICHAEL GILL EXP REIMB: NETWORK PATCH CORDS - PEDESTRIAN GATE	\$125.58
\$125.58 171531 6/20/2019 141 20190531 SPOK INC JUNE 2019 PAGER SERVICE	\$123.94
\$123.94 171703 7/11/2019 170 62600000166322 KELLY-MOORE PAINT COMPANY ASTD PAINTING SUPPLIES	\$123.0 <del>9</del>
\$123.09 171506 6/20/2019 603453254 HILLYARD/SAN FRANCISCO ASTD JANITORIAL SUPPLIES	
\$121.04 171704 7/11/2019 4671329 MALLORY SAFETY AND SUPPLY LLC 3 DOZEN G-TEK GLOVES	\$121.04
\$119.37	\$119.37
\$119.29	\$119.29
171621 6/27/2019 101138 REMOTE SATELLITE SYSTEMS INT'L IRIDIUM SVC FEE JULY 2019 \$112.00	\$112.00
171658 7/5/2019 130 20190701 ALCO-EMA MEMBERSHIP DUES: 07/2019 - 06/2020 \$100.00	\$100.00
171666 7/5/2019 110 20190702 CWEA CERTIFICATE RENEWAL - GRILLO, T GRADE II LAB TCP \$92.00	\$92.00
171515 6/20/2019 170 77934359 MATHESON TRI-GAS INC CYLINDER RENTAL MAY 2019	\$91.83
\$91.83 171710 7/11/2019 170 20190709 STEVEN NOEGEL MILEAGE REIMBURSEMENT - SITE VISITS LODI & GALT	\$88.97
\$88.97 171717 7/11/2019 20190627 KAROLINE TERRAZAS EXP REIMB: SNACKS FOR MTG	\$82.51
\$82.51 171687 7/11/2019 170 4088644120190624 ALAMEDA COUNTY WATER DISTRICT SERV TO: 06/19/19 - BOYCE ROAD	
\$67.69 171568 6/27/2019 615320190620 DISH NETWORK JUL 2019 - SERVICE FEE	\$67.69
\$65.91	\$65.91
171643 6/27/2019 141 416926 ULTRAEX LLC COURIER SVCS: 1 BOARDMEMBER DELIVERY - 05/29/19 \$55.80	\$55.80
171481 6/20/2019 170 1781181 BUREAU VERITAS/ANALYSTS INC 2 LAB SAMPLE ANALYSIS \$48.30	\$48.30
171556 6/27/2019 113 600019 CALTEST ANALYTICAL LABORATORY 1 LAB SAMPLE ANALYSIS \$47.25	\$47.25

Check N	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
171507	6/20/2019	122	5855429	HOSE & FITTINGS ETC	8 FT HOSE	\$39.50	\$39.50
Invoices:					Checks:	·	
Cred	lit Memos :		5	-5,260.77			
\$0 - \$	\$1,000 :		317	92,606.13	<b>\$0 - \$1,000 :</b>	121	48,486.71
\$1,00	00 - \$10,000	:	133	440,455.73	\$1,000 - \$10,000 :	102	342,176.44
\$10,000 - \$100,000 :		00 :	28	889,435.20	\$10,000 - \$100,000 :	31	911,123.88
Over	<b>\$100,000</b> :		1	411,063.52	Over \$100,000 :	2	526,512.78
Total	i:		484	1,828,299.81	Total:	256	1,828,299.81

### **SFGATE**

# PG&E's planned power shutdowns could choke off vital water supplies

#### **By Kurtis Alexander**

#### Updated 4:00 am PDT, Tuesday, July 9, 2019

PG&E's plan to prevent wildfires with widespread power shut-offs means no lights, no refrigeration and no internet in many parts of California.

It could also mean limited use of toilets and taps, an inconvenience that water and sewer districts across the state are scrambling to address before a blackout comes and nature calls.

Utilities, including several in the Bay Area, simply don't have the backup power to replace the electricity that Pacific Gas and Electric Co. normally provides for water delivery and sewage treatment. The agencies are trying to make their operations more energy efficient and adding alternative power sources in case the cord is cut, but it may not be enough.

Already agencies are warning customers of possible water shortages and sewer backups. A loss of water, or drop in water pressure, could also be problematic for firefighters needing to douse any blazes.

"This is a big challenge," said Dave Eggerton, executive director of the Association of California Water Agencies, a trade group representing hundreds of utilities. "It's operationally challenging, it's very expensive, and some of our member agencies are incurring explosive costs."

PG&E began shutting off power to rural areas last year on warm, windy days to reduce the risk of an electrical line sparking a wildfire. Company lines have been blamed for igniting numerous blazes in recent years, including the deadly Camp Fire in Paradise in November.

This year, PG&E announced that it would be expanding the precautionary shut-offs to include the company's entire Northern California service area. The power provider warned that outages could last two days or more.

While many of the state's utilities have backup power to draw water from key supplies, say a reservoir or a well, and to run their sewage treatment facilities, the alternative power sources are not typically designed to last multiple days.

Additionally, some districts don't have enough backup electricity to power the pumps that move water and sewage to where it needs to go. Many deal with sprawling service areas with hundreds of miles of pipeline.

"It's going to be an ordeal," said Rick Rogers, manager of the San Lorenzo Valley Water District in the Santa Cruz Mountains, where most of his 30 pump stations that help get water to more than 23,000 people don't have backup power.

The district has a handful of portable generators, which are used to run the occasional pump that loses power during a winter storm. But with a widespread outage, like what's expected during PG&E shutdowns, the district would have to prioritize which pump stations get power, first trying to get water to the elderly and people with "critical needs."

The district's board of directors recently approved the purchase of eight new generators, some of which may cost more than \$100,000. However, the money won't be available until next year. Making matters worse, PG&E deems the district's service area, which includes the wooded communities of Boulder Creek and Scotts Valley, to be at high risk of a shut-off this year.

"We're sending out flyers, putting ads in papers, requesting people not to use water during outages," Rogers said.

The East Bay Municipal Utility District, which serves 1.4 million people, has begun a similar conservation campaign. Residents in the fire-prone Berkeley and Oakland hills get much of their water from local tanks, which are filled by pumps, not all of which have backup power.

"We want to make sure we have water in those tanks not only for our customers but for firefighters in those areas," said Andrea Pook, spokeswoman for the district.

EBMUD is asking people to use less water during a power shut-off while trying to get more generators in place to maintain adequate water supplies. The agency's board has signed off on an agreement to rent 29 generators for four months this year at a cost of \$409,000.

In the Sierra foothills, the El Dorado Irrigation District east of Sacramento has already spent \$800,000 on additional generators. Not only will the backup power help keep water flowing to the 129,000 people in the district's service area but, just as important, it will keep sewage moving.

The district's sewage system relies on a series of lift stations to push waste across mountains and valleys to one of five treatment plants. The stations require power to operate.

"Water may stop (running) during an outage, but folks still use their toilet," said Jesse Saich, spokesman for the agency. "So that stuff is still going to be coming down the hill, so to speak."

To be ready for possible sewage backups, Saich said the district would be operating its full fleet of pump trucks to manually remove waste during a power shutdown if need be. PG&E has so far initiated three limited shutdowns because of wildfire danger. But when and if there are future blackouts is uncertain. The company's decision to turn off the power hinges on several variables, including the weather forecast, humidity and forest conditions.

The power company has said it's more likely to cut supplies in areas with the greatest fire risk, though any place could lose electricity because transmission lines targeted for shut-offs may pass through not only hazard spots but other places.

Company spokeswoman Andrea Menniti said in an email that PG&E was working to identify and minimize impacts to "customers who provide critical services," which include water suppliers. But there are no guarantees.

The latest power shutdown was during hot weather last month, and utilities affected by the outage said they learned a lot about what can go wrong.

In Oroville (Butte County), which went dark June 8, managers of the community's private water company said they were able to keep water flowing during the brief and geographically limited blackout. But the outage exposed limitations of the supplier's batteries used for computers that control water delivery and generators used to run air conditioning in rooms with valuable electronics.

"It was a good exercise that helped us identify a couple small areas that we need to shore up," said Mike Mares, a vice president of Cal Water, which manages water supplies in more than a dozen Northern California communities.

The Cobb Area Water District, a small utility in the hills of Lake County, didn't have such a positive experience when PG&E shut off its power last fall. Water officials rushed out to rent generators for three days, costing the district more than \$10,000.

"We paid huge delivery fees, due to it being a Sunday, (plus) fuel and overtime to the employees of the district," General Manager Ben Murphy said.

A month later, PG&E warned the Lake County district of another possible power shutdown, and again the district rented generators. This time the outage never materialized, but the agency was still out \$6,000.

"These (shutdowns) are extremely hard," Murphy said. "They are shutting the power off during wildfire season, I get it. But to shut off the power to the one thing that fights the fire — water — I really don't get that."

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