



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

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

**Monday, February 12, 2024
Regular Meeting - 4:00 P.M.**

Karen W. Murphy
Attorney

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

- | | |
|-----------|---|
| | 1. Call to Order. |
| | 2. Salute to the Flag. |
| | 3. Roll Call. |
| Motion | 4. Approve Minutes of the Union Sanitary District Board Meeting of January 22, 2024. |
| | 5. Written Communications. |
| | 6. 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. |
| Motion | 7. Review and Consider Approval of Policy No. 2000, Accounting Standards <i>(to be reviewed by the Budget & Finance Committee)</i> . |
| Motion | 8. Review and Consider Approval of Policy No. 2070, Capital Assets <i>(to be reviewed by the Budget & Finance Committee)</i> . |
| Motion | 9. Consider Approval of a Four Year \$50 Million Interfund Loan from Capacity Fund 90 <i>(to be reviewed by the Budget & Finance Committee)</i> . |
| Motion | 10. Consider a Resolution Declaring an Emergency and Authorizing the Emergency Expenditure of Funds for Repairing a Sinkhole on Cushing Parkway in the City of Fremont <i>(to be reviewed by the Engineering and Information Technology Committee)</i> . |
| Motion | 11. Award the Construction Contract for the Alvarado Influent Valve Box Rehabilitation Project to Gateway Pacific Contractors, Inc. <i>(to be reviewed by the Engineering and Information Technology Committee)</i> . |
| Direction | 12. Receive Information and Provide Direction Regarding PARS 115 Pension Trust Investment Portfolio. |

- Information 13. Consultant Shortlists for Capital Improvement Projects *(to be reviewed by the Engineering and Information Technology Committee)*.
-
- Information 14. Update on the Subsurface Investigation at the Alvarado Wastewater Treatment Plant *(to be reviewed by the Engineering and Information Technology Committee)*.
-
- Information 15. Check Register.
-
- Information 16. Committee Meeting Reports. *(No Board action is taken at Committee meetings)*:
- a. Budget & Finance Committee – Thursday, February 8, 2024, at 12:30 p.m.
 - Director Handley and Director Kite
 - b. Engineering and Information Technology Committee – Friday, February 9, 2024, at 10:00 a.m.
 - Director Fernandez and Director Toy
 - c. Legal/Community Affairs Committee – will not meet.
 - d. Legislative Committee – will not meet.
 - e. Personnel Committee – will not meet.
-
- Information 17. General Manager’s Report *(Information on recent issues of interest to the Board)*.
-
18. 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.
-
19. Adjournment – The Board will adjourn to a Special Board Meeting to be held in the Alvarado Conference Room on Tuesday, February 13, 2024, at 4:00 p.m.
-
20. Adjournment – The Board will then adjourn to the next Regular Board Meeting to be held in the Boardroom on Monday, February 26, 2024, at 4:00 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.



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REVISED

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

BUDGET & FINANCE COMMITTEE MEETING
Committee Members: Director Kite and Director Handley

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

AGENDA
Thursday, February 8, 2024
12:30 P.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

THIS MEETING WILL BE TELECONFERENCED FROM STIRLING COURT NEAREST LAKE BOULEVARD, NEWARK, CALIFORNIA AND 851 UINTA COURT, FREMONT, CALIFORNIA.

THE TELECONFERENCE LOCATIONS SHALL BE ACCESSIBLE TO THE PUBLIC.

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.

- Alvarado Conference Room
 - Teleconference Locations
-

4. Items to be reviewed for the Regular Board meeting of February 12, 2024:

- Review and Consider Approval of Policy No. 2000, Accounting Standards
 - Review and Consider Approval of Policy No. 2070, Capital Assets
 - Consider Approval of a Four Year \$50 Million Interfund Loan from Capacity Fund 90
-

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.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

**ENGINEERING AND INFORMATION TECHNOLOGY
COMMITTEE MEETING**
Committee Members: Director Fernandez and Director Toy

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

AGENDA
Friday, February 9, 2024
10:00 A.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

THIS MEETING WILL BE TELECONFERENCED FROM 4834 RICHMOND AVENUE, FREMONT, CALIFORNIA.

THE TELECONFERENCE LOCATION SHALL BE ACCESSIBLE TO THE PUBLIC.

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.
 - Alvarado Conference Room
 - Teleconference Location

4. Items to be reviewed for the Regular Board meeting of February 12, 2024:
 - Consider a Resolution Declaring an Emergency and Authorizing the Emergency Expenditure of Funds for Repairing a Sinkhole on Cushing Parkway in the City of Fremont
 - Award the Construction Contract for the Alvarado Influent Valve Box Rehabilitation Project to Gateway Pacific Contractors, Inc.
 - Consultant Shortlists for Capital Improvement Projects
 - Update on the Subsurface Investigation at the Alvarado Wastewater Treatment Plant

5. Adjournment

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

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

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING
AUTHORITY
January 22, 2024**

CALL TO ORDER

Vice President Toy called the meeting to order at 4:00 p.m.

District Counsel Murphy stated that, given the Secretary's absence, the Board should appoint a Secretary Pro Tem by motion. It was moved by Director Lathi, seconded by President Toy, to nominate Director Kite to serve as Secretary Pro Tem. Motion carried with the following vote:

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

SALUTE TO THE FLAG

Vice President Toy led the salute to the flag.

ROLL CALL

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

ABSENT: Manny Fernandez, President
Tom Handley, Secretary

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Mark Carlson, Business Services Manager/CFO
Armando Lopez, Treatment and Disposal Services Manager
Jose Rodrigues, Collection Services Manager
Raymond Chau, Technical Services Manager
Robert Simonich, Fabrication, Maintenance, and Construction Manager
Alisa Gordon, Human Resources Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Marcus Lee, Treatment and Disposal Services Coach
Richard Thow, Customer Service Coach
Trieu Nguyen, IT Administrator
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITORS: Alice Johnson, League of Women Voters
Jack Alcom, Tri-City Voice Newspaper

APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF JANUARY 8, 2024

It was moved by Director Kite, seconded by Director Lathi, to Approve the Minutes of the Board Meeting of January 8, 2024. Motion carried with the following vote:

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

DECEMBER 2023 MONTHLY OPERATIONS REPORT

This item was reviewed by the Budget & Finance and Legal/Community Affairs Committees. General Manager Eldredge provided an overview of the Monthly Report and Business Services Manager/CFO Carlson provided an overview of the financial reports.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT CHANGE ORDER WITH W.M. LYLES CO. FOR TEMPORARY POWER PROVISIONS FOR THE NEW CAMPUS BUILDING FOR THE ENHANCED TREATMENT AND SITE UPGRADE PROGRAM PHASE 1A AERATION BASINS MODIFICATIONS PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Enhanced Treatment and Site Upgrade Program Manager Pipkin stated Phase 1A of the Enhanced Treatment and Site Upgrade (ETSU Program consists of two separate construction contracts. The AB Mods Project consists of modification of existing aeration basins and the addition of aeration basin 8 and a second construction contract that includes the new Campus Building with related improvements. The AB Mods Project includes installation of new PG&E services entrance switchgear (switchgear SE) for metering and distributing 12kV power from PG&E to the entire Alvarado Treatment Plant Site. The switchgear will provide power to the new ETSU Campus building and connect with the new standby generators to the plant's electrical grid. Switchgear SE is behind schedule due to external factors, the delay will impact both the Stand-by Power Generation Project and the Campus Project. Staff developed a temporary power plan for the Campus to mitigate impacts of the switchgear delay. The plan will maximize the use of existing infrastructure and minimize the need for construction of temporary facilities. Staff recommended the Board authorize the General Manager to execute contract change order No. 24 with W.M. Lyles Co. in the amount of \$241,698 for additional costs associated with Temporary Power Provisions for the New Campus Building for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basins Modifications Project.

It was moved by Director Lathi, seconded by Director Kite, to Authorize the General Manager to Execute Contract Change Order No. 24 with W.M. Lyles Co. in the Amount of \$241,698 for Additional Costs Associated with Temporary Power Provisions for the New Campus Building for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basins Modifications Project. Motion carried with the following vote:

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

AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT CHANGE ORDER WITH W.M. LYLES CO. FOR EXISTING PIPELINE REPAIRS FOR THE ENHANCED TREATMENT AND SITE UPGRADE PROGRAM PHASE 1A AERATION BASINS MODIFICATIONS PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Enhanced Treatment and Site Upgrade Program Manager Pipkin stated the Board awarded the Construction Contract for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basins Modifications Project to W.M. Lyles Co. on January 10, 2022. An existing steel pressurized drainage pipe failed due to corrosion, staff will plan an expansive study of the pipeline and replacement of portions of pipe as part of a future project. The contractor was able to make a partial temporary repair to the pipeline and staff directed them to expose the pipeline further in order to determine a method for permanent repair. Staff negotiated a change order with the contractor to procure the remaining parts and complete the permanent repair. The proposed change order reflects work completed to date as well as the costs of the permanent repair. Staff recommended the Board authorize the General Manager to execute contract change order No. 23 with W.M. Lyles Co. in the amount of \$137,166 for costs associated with the repair of the existing thickener overflow pipeline at the Alvarado Wastewater Treatment Plant for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basins Modifications Project.

It was moved by Director Kite, seconded by Director Lathi, to authorize the General Manager to Execute Contract Change Order No. 23 with W.M. Lyles Co. in the Amount of \$137,166 for Costs Associated with the Repair of the Existing Thickener Overflow Pipeline at the Alvarado Wastewater Treatment Plant for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basins Modifications Project. Motion carried with the following vote:

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

CONSIDER A RESOLUTION TO ACCEPT THE CONSTRUCTION OF THE EAST WARREN AVENUE SANITARY SEWER REPLACEMENT PROJECT FROM MCGUIRE AND HESTER

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Chau stated the Board awarded the construction contract for the East Warren Avenue Sanitary Sewer Replacement Project to McGuire and Hester on September 11, 2023; McGuire and Hester completed the Project on November 2, 2023. Staff recommended the Board consider a resolution to accept the construction of the East Warren Avenue Sanitary Sewer Replacement Project from McGuire and Hester and authorize recordation of a Notice of Completion.

It was moved by Director Lathi, seconded by Director Kite, to Adopt Resolution No. 3006 to Accept Construction of the East Warren Avenue Sanitary Sewer Replacement Project Located in the City of Fremont, California from McGuire and Hester. Motion carried with the following vote:

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

INFORMATION ITEMS:

Board Expenses for the Second Quarter of Fiscal Year 2024

This item was reviewed by the Budget & Finance Committee. Vice President Toy introduced the item, there were no questions or comments.

CAL-Card Fiscal Year 2024 Second Quarter Activity Report

This item was reviewed by the Budget & Finance Committee. Staff responded to questions regarding the CAL-Card report included in the Board meeting packet.

Check Register

There were no questions regarding the check register.

COMMITTEE MEETING REPORTS:

The Budget & Finance and Legal/Community Affairs Committees met. The Engineering and Information Technology Committee was changed to a briefing.

GENERAL MANAGER'S REPORT:

- General Manager Eldredge provided a COVID update.
- General Manager Eldredge provided an update on the sinkhole located in Fremont. The emergency action required to approve expenditures requires a 4/5 approval from the Board and will be included in the February 12, 2024, Board meeting.
- General Manager Eldredge provided an update on current and future PG&E rate increases.
- General Manager Eldredge stated a Board Workshop will be held in the Boardroom at 4:00 p.m. on Tuesday, February 6, 2024.

- General Manager Eldredge provided an update on flows to the plant during recent wet weather events.
- General Manager Eldredge recognized the District’s Information Technology team for dealing with recent staffing changes and TPO Coach Lee and Customer Service Coach Thow for being in attendance.

OTHER BUSINESS:

President Toy stated she attended the Alameda County Water District Financing Authority meeting held January 11, 2024.

ADJOURNMENT:

The meeting was adjourned at 4:26 p.m. to a Board Workshop to be held Tuesday, February 6, 2024, at 4:00 p.m.

The Board will then adjourn to the next Regular Meeting to be held in the Boardroom on Monday, February 12, 2024, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

TOM HANDLEY
SECRETARY

APPROVED:

MANNY FERNANDEZ
PRESIDENT

Adopted this 12th day of February 2024



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Karen W. Murphy
Attorney

**FEBRUARY 12, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 7**

TITLE: **Review and Consider Approval of Policy 2000, Accounting Standards (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager, District Engineer
Mark Carlson, CFO, Business Services Workgroup Manager

Recommendation

Review and consider approval of Policy 2000, Accounting Standards Policy.

Discussion

There are no recommended changes to this policy other than minor administrative updates and clarifications.

Background

Policy 2000, Accounting Standards Policy, requires review and approval by the Board of Directors every three years.

Previous Board Action

01/25/2021 Board Meeting – Policy Approved

Attachments

Policy 2000, Accounting Standards Policy – Red Line Version
Policy 2000, Accounting Standards Policy – Clean Line Version

Union Sanitary District
Policy and Procedure Manual

Effective Date:	Accounting Standards Policy	Policy Number 2000
January 202 4 ¹		Page 1 of 2

Policy

It is the policy of Union Sanitary District to adhere to and comply with proper accounting standards for an Enterprise Special District.

Purpose

To outline the proper accounting standards to which the District should adhere in the interest of fiscal responsibility and compliance.

Definitions

<i>Accrual Basis of Accounting</i>	The accounting basis used by Union Sanitary District under which transactions are recognized when they occur, regardless of the timing of cash receipts and disbursements.
<i>Enterprise Accounting</i>	A system of accounts where revenues are dedicated to uses only within the institution that receives the revenues, and whereby costs of operations are recovered primarily through user charges, similar to business enterprises.
<i>GAAP</i>	Generally Accepted Accounting Principles – Uniform minimum standards for guidelines for external financial accounting including the reporting of financial statements. They govern the form and content of the basic financial statements of an entity. GAAP encompasses the conventions, rules and procedures that define accepted accounting principles in the United States. The primary authoritative statement on the application of GAAP to state and local governments are Governmental Accounting Standards Board (GASB) and Financial Accounting Standards Board (FASB).
<i>GASB</i>	Governmental Accounting Standards Board – an independent, private sector, not-for-profit organization that—through an open and thorough due process—establishes and improves standards of financial accounting and reporting for U.S. state and local governments. Governments and the accounting industry recognize the GASB as the official source of generally accepted accounting principles (GAAP) for state and local governments.

Procedure

Union Sanitary District’s accounting policies will conform to the generally accepted accounting principles (GAAP) for special districts.

The District conforms to all applicable Governmental Accounting Standards Board (GASB) standards associated with accounting practices, as well as all applicable Financial Accounting Standards Board (FASB) pronouncements issued subsequent to November 30, 1989.

The Basic Financial Statements are prepared in conformity with GAAP, including full and continuing disclosure on all indebtedness.

The District's accounting and reporting systems are maintained using the accrual basis of accounting and in conformance with generally accepted accounting principles and standards of the Government Accounting Standards Board.

The District uses the economic resources measurement focus to account for its funds, which means that all assets and all liabilities associated with their activity are included on the balance sheet (Statement of Net Position).

The District uses enterprise accounting to report its activities for ~~Comprehensive~~ Annual Comprehensive Financial Report (~~CAACFR~~) purposes.

An annual financial audit is performed by an independent public accounting firm with the subsequent issue of an audit opinion. The independent auditor presents the audited ~~CAACFR~~ to both the District's Audit Committee and the full Board. The financial audit is conducted in accordance with GAAP.

The District uses the first-in-first-out (FIFO) basis for inventory consumption and valuation.

Union Sanitary District operates on a fiscal year beginning July 1st and ending the following June 30th.

The District leaves the records and systems (the "books") open for a minimum of one month at the end of the fiscal year, in order to make accruals for same fiscal year.

Business Services Responsibility

Business Services will record and process accounting transactions in accordance with the District's Accounting Standards Policy.

Management Responsibility

Management is responsible for ensuring the District adheres to the Accounting Standards Policy.

Approved by: Board of Directors
Author/owner: Business Services Workgroup Manager/CFO
Reviewers: Executive Team
Notify Person: Business Services Workgroup Manager/CFO
Revision frequency: Every 3 years
Next Revision: January 20274

Union Sanitary District
Policy and Procedure Manual

Effective Date:	Accounting Standards Policy	Policy Number 2000
January 2024		Page 1 of 2

Policy

It is the policy of Union Sanitary District to adhere to and comply with proper accounting standards for an Enterprise Special District.

Purpose

To outline the proper accounting standards to which the District should adhere in the interest of fiscal responsibility and compliance.

Definitions

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Procedure

Union Sanitary District’s accounting policies will conform to the generally accepted accounting principles (GAAP) for special districts.

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The District uses enterprise accounting to report its activities for Annual Comprehensive Financial Report (ACFR) purposes.

An annual financial audit is performed by an independent public accounting firm with the subsequent issue of an audit opinion. The independent auditor presents the audited ACFR to both the District's Audit Committee and the full Board. The financial audit is conducted in accordance with GAAP.

The District uses the first-in-first-out (FIFO) basis for inventory consumption and valuation.

Union Sanitary District operates on a fiscal year beginning July 1st and ending the following June 30th.

The District leaves the records and systems (the "books") open for a minimum of one month at the end of the fiscal year, in order to make accruals for same fiscal year.

Business Services Responsibility

Business Services will record and process accounting transactions in accordance with the District's Accounting Standards Policy.

Management Responsibility

Management is responsible for ensuring the District adheres to the Accounting Standards Policy.

Approved by: Board of Directors
Author/owner: Business Services Workgroup Manager/CFO
Reviewers: Executive Team
Notify Person: Business Services Workgroup Manager/CFO
Revision frequency: Every 3 years
Next Revision: January 2027



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Karen W. Murphy
Attorney

**FEBRUARY 12, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 8**

TITLE: **Review and Consider Approval of Policy 2070, Capital Assets Policy (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager, District Engineer
Mark Carlson, CFO, Business Services Workgroup Manager

Recommendation

Review and consider approval of Policy 2070, Capital Assets Policy

Discussion

There are no recommended changes to this policy other than minor administrative updates and clarifications.

Background

Policy No. 2070, Capital Assets Policy, requires review and approval by the Board of Directors every three years.

Previous Board Action

01/25/2021 Board Meeting – Policy Approved

Attachments

Policy 2070, Capital Assets Policy – Red Line Version
Policy 2070, Capital Assets Policy – Clean Version

Union Sanitary District
Policy and Procedure Manual

Effective Date:	Capital Assets Policy	Policy Number 2070
January 202 4 ⁴		Page 1 of 4

Policy

It is the policy of Union Sanitary District to safeguard District assets and properly report them according to Generally Accepted Accounting Principles.

Purpose

To provide employees with the procedures for accounting for Capital Assets at the District.

Procedure

Union Sanitary District has an obligation to safeguard the District’s assets, both financial and physical. The District’s capital assets are accounted for in the Financial System.

Definitions:

<i>Capital Assets</i>	Assets which are used in operations and have initial lives extending beyond one year. Also referred to as fixed assets (pre-GASB 34). Examples include land, buildings, building improvements, machinery, vehicles, and computer networks.
<i>Capitalization</i>	Accounting and reporting of capital assets by categorizing in specific asset accounts. Capital projects are capitalized as “construction in progress” until completed.
<i>Components of Capital Assets</i>	For purposes of capitalization, the threshold will generally not be applied to part of a whole unit of capital assets. For example, a keyboard, monitor and CPU will not be evaluated individually against the threshold. The entire computer system will be treated as a single capital asset. However, the threshold will be applied to individual units, for example 10 desks purchased for \$1,000 each on one purchase order would not be capitalized, even though the total is \$10,000.
<i>Depreciation</i>	The recognition of the cost of a capital asset throughout its useful life. The method the District uses is straight-line with ½ year first year convention. Depreciation expense is recorded annually. Land is not depreciated.
<i>Disposal</i>	Includes surplus, sale, and destruction of assets. Assets may be disposed of with written notification and sign-off of Management. Reasons could include obsolescence, failure, and cost of maintenance exceeds value of asset. The District records the gain or loss on disposals.

<i>Easement</i>	A legal right given to another person or entity to use land or property that person or entity does not own, for a specific limited purpose. Rights to access are intangible even though they may attach to other tangible assets (e.g. land). An easement may be in the form of an agreement, deed restriction or covenant.
<i>Improvements (or Betterments)</i>	Costs which provide additional value by improving the operation of and extending the expected useful life of an asset. An improvement enhances the asset's functionality (effectiveness or efficiency). These costs are normally treated as direct additions to the cost of the item improved and capitalized.
<i>Infrastructure Assets</i>	Includes but is not limited to, pipes, manholes, collection and treatment distribution systems, pump stations, power generation systems, treated effluent pipelines and outfalls and all treatment plant facilities. Most Capital Improvement Program (CIP) projects for USD fall into this category. All costs associated with the purchase or construction should be considered, including ancillary (soft) costs such as design engineering, construction management, inspection, permits, insurance, freight and transportation charges, environmental studies, site preparation expense, installation charges, professional fees and legal costs directly attributable to asset acquisition.
<i>Intangible Assets</i>	Assets which lack physical substance and have reasonable evidence of future benefits. Examples include right-of-way easements, other types of easements, patents, copyrights, trademarks, software. Note: Software training and maintenance should not be included in the capital cost of software. These costs should be expensed.
<i>Repairs</i>	Costs which return an asset to a useful state and <u>retain</u> value, but do not <u>extend</u> the useful life of the asset. These costs are not capitalized.
<i>Retirement</i>	Assets permanently removed from service.
<i>Tagging</i>	A mechanism to verify adequate control of capital assets and provide an accurate account of an agency's capital expenses, and to support inventory control.
<i>Threshold</i>	Generally, if an asset has a cost greater than or equal to \$10,000 and has a useful life of more than one year, then the asset should be capitalized and coded to the 8980 account.
<i>Useful Life</i>	The District has determined the following ranges of useful lives: Sewage Collection Facilities: 50-115 years Sewage Treatment Structures: 10-50 years Administrative Facilities: 10-35 years General Equipment: 3-35 years

Procedures:

Purchasing Process

When purchasing a new asset, the requested asset should have already been included in the current year's budget. The construction and acquisition of capital assets and infrastructure assets are approved by the Board through the annual budget process. Please see District policy #2755.

Training

The cost of training employees to utilize a newly acquired capital asset should not be capitalized since, according to Generally Accepted Accounting Principles (GAAP), costs of capital assets should include charges necessary to place the asset into its intended location and condition for use. Training affects neither the *location* of a capital asset, nor its condition; therefore, it does not meet the criteria for capitalization. Stated differently, the operative issue for capitalization is whether the *asset* is ready to use, not whether *the government* is ready to use it.

Valuation

Capital assets should be reported at historical cost. In the absence of historical cost information, the asset's *estimated* historical cost may be used. Once calculated, the amount will need to be reduced by the appropriate amount of accumulated depreciation.

Easements

Easement rights are perpetual, and therefore infinite in nature. They are recorded at the County by legal counsel. Beginning in FY'12 easements were also recorded in the financial asset register.

Record Keeping

An asset system will be maintained to identify all District capital assets, including, at a minimum: Asset number, description, acquisition cost, acquisition date, useful life, classification code, and serial number, where applicable.

Control of non-capital, but valuable items, (e.g. Laptops, tools, equipment) occurs at the workgroup or team level.

Safeguarding Assets

The District has a fiduciary responsibility to establish systems and procedures to protect its capital assets from loss or theft.

Inventory of Capital Assets

The District will perform a physical inventory of movable capital assets at least every 5 years. In general, inventory control is applied only to movable capital assets, and not to land, buildings, or other immovable capital assets, although these may be included as well. Some assets are tagged in order to facilitate inventory tracking and control.

Disposal Process

Retiring/disposing of assets – submit information such as project closing forms to Accounting, which will remove the asset from the capital asset database.

Surplus Property – It is the policy of the District to dispose of surplus property and equipment in a ~~manner~~manner that is clearly most advantageous to the public. Please see District policy #2075, Surplus Property Disposal Policy.

Business Services Responsibility

Business Services is responsible for ensuring that capital asset information is maintained in accordance with Generally Accepted Accounting Principles.

Work Group/Team Responsibility

Work Groups are responsible for maintaining control systems and ensuring that Work Group assets are adequately controlled.

Approved by:	Board of Directors
Author/owner:	Business Services <u>Workgroup</u> Manager
Reviewers:	Executive Team
Notify Person:	Business Services <u>Workgroup</u> Manager
Revision frequency:	Every 3 years
Next Review:	January 202 <u>7</u> 4

Union Sanitary District
Policy and Procedure Manual

Effective Date:	Capital Assets Policy	Policy Number 2070
January 2024		Page 1 of 4

Policy

It is the policy of Union Sanitary District to safeguard District assets and properly report them according to Generally Accepted Accounting Principles.

Purpose

To provide employees with the procedures for accounting for Capital Assets at the District.

Procedure

Union Sanitary District has an obligation to safeguard the District’s assets, both financial and physical. The District’s capital assets are accounted for in the Financial System.

Definitions:

<i>Capital Assets</i>	Assets which are used in operations and have initial lives extending beyond one year. Also referred to as fixed assets (pre-GASB 34). Examples include land, buildings, building improvements, machinery, vehicles, and computer networks.
<i>Capitalization</i>	Accounting and reporting of capital assets by categorizing in specific asset accounts. Capital projects are capitalized as “construction in progress” until completed.
<i>Components of Capital Assets</i>	For purposes of capitalization, the threshold will generally not be applied to part of a whole unit of capital assets. For example, a keyboard, monitor and CPU will not be evaluated individually against the threshold. The entire computer system will be treated as a single capital asset. However, the threshold will be applied to individual units, for example 10 desks purchased for \$1,000 each on one purchase order would not be capitalized, even though the total is \$10,000.
<i>Depreciation</i>	The recognition of the cost of a capital asset throughout its useful life. The method the District uses is straight-line with ½ year first year convention. Depreciation expense is recorded annually. Land is not depreciated.
<i>Disposal</i>	Includes surplus, sale, and destruction of assets. Assets may be disposed of with written notification and sign-off of Management. Reasons could include obsolescence, failure, and cost of maintenance exceeds value of asset. The District records the gain or loss on disposals.

<i>Easement</i>	A legal right given to another person or entity to use land or property that person or entity does not own, for a specific limited purpose. Rights to access are intangible even though they may attach to other tangible assets (e.g. land). An easement may be in the form of an agreement, deed restriction or covenant.
<i>Improvements (or Betterments)</i>	Costs which provide additional value by improving the operation of and extending the expected useful life of an asset. An improvement enhances the asset's functionality (effectiveness or efficiency). These costs are normally treated as direct additions to the cost of the item improved and capitalized.
<i>Infrastructure Assets</i>	Includes but is not limited to, pipes, manholes, collection and treatment distribution systems, pump stations, power generation systems, treated effluent pipelines and outfalls and all treatment plant facilities. Most Capital Improvement Program (CIP) projects for USD fall into this category. All costs associated with the purchase or construction should be considered, including ancillary (soft) costs such as design engineering, construction management, inspection, permits, insurance, freight and transportation charges, environmental studies, site preparation expense, installation charges, professional fees and legal costs directly attributable to asset acquisition.
<i>Intangible Assets</i>	Assets which lack physical substance and have reasonable evidence of future benefits. Examples include right-of-way easements, other types of easements, patents, copyrights, trademarks, software. Note: Software training and maintenance should not be included in the capital cost of software. These costs should be expensed.
<i>Repairs</i>	Costs which return an asset to a useful state and <u>retain</u> value, but do not <u>extend</u> the useful life of the asset. These costs are not capitalized.
<i>Retirement</i>	Assets permanently removed from service.
<i>Tagging</i>	A mechanism to verify adequate control of capital assets and provide an accurate account of an agency's capital expenses, and to support inventory control.
<i>Threshold</i>	Generally, if an asset has a cost greater than or equal to \$10,000 and has a useful life of more than one year, then the asset should be capitalized and coded to the 8980 account.
<i>Useful Life</i>	The District has determined the following ranges of useful lives: Sewage Collection Facilities: 50-115 years Sewage Treatment Structures: 10-50 years Administrative Facilities: 10-35 years General Equipment: 3-35 years

Procedures:**Purchasing Process**

When purchasing a new asset, the requested asset should have already been included in the current year's budget. The construction and acquisition of capital assets and infrastructure assets are approved by the Board through the annual budget process. Please see District policy #2755.

Training

The cost of training employees to utilize a newly acquired capital asset should not be capitalized since, according to Generally Accepted Accounting Principles (GAAP), costs of capital assets should include charges necessary to place the asset into its intended location and condition for use. Training affects neither the *location* of a capital asset, nor its condition; therefore, it does not meet the criteria for capitalization. Stated differently, the operative issue for capitalization is whether the *asset* is ready to use, not whether *the government* is ready to use it.

Valuation

Capital assets should be reported at historical cost. In the absence of historical cost information, the asset's *estimated* historical cost may be used. Once calculated, the amount will need to be reduced by the appropriate amount of accumulated depreciation.

Easements

Easement rights are perpetual, and therefore infinite in nature. They are recorded at the County by legal counsel. Beginning in FY'12 easements were also recorded in the financial asset register.

Record Keeping

An asset system will be maintained to identify all District capital assets, including, at a minimum: Asset number, description, acquisition cost, acquisition date, useful life, classification code, and serial number, where applicable.

Control of non-capital, but valuable items, (e.g. Laptops, tools, equipment) occurs at the workgroup or team level.

Safeguarding Assets

The District has a fiduciary responsibility to establish systems and procedures to protect its capital assets from loss or theft.

Inventory of Capital Assets

The District will perform a physical inventory of movable capital assets at least every 5 years. In general, inventory control is applied only to movable capital assets, and not to land, buildings, or other immovable capital assets, although these may be included as well. Some assets are tagged in order to facilitate inventory tracking and control.

Disposal Process

Retiring/disposing of assets – submit information such as project closing forms to Accounting, which will remove the asset from the capital asset database.

Surplus Property – It is the policy of the District to dispose of surplus property and equipment in a manner that is clearly most advantageous to the public. Please see District policy #2075, Surplus Property Disposal Policy.

Business Services Responsibility

Business Services is responsible for ensuring that capital asset information is maintained in accordance with Generally Accepted Accounting Principles.

Work Group/Team Responsibility

Work Groups are responsible for maintaining control systems and ensuring that Work Group assets are adequately controlled.

Approved by:	Board of Directors
Author/owner:	Business Services Workgroup Manager
Reviewers:	Executive Team
Notify Person:	Business Services Workgroup Manager
Revision frequency:	Every 3 years
Next Review:	January 2027



USD
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TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 12, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 9**

TITLE: Consider Approval of a Four-Year \$50 Million Dollar Interfund Loan from the Capacity Fund 90 (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager, District Engineer
Mark Carlson, CFO, Business Services Workgroup Manager
Karen Murphy, District Legal Counsel

Recommendation

Review and consider approval of a four-year \$50 million-dollar interfund loan from Capacity Fund 90.

Discussion

The ETSU project, which began construction in 2022, has a complex multifaceted funding strategy necessary to complete the estimated \$509 million dollar program. The funding sources of the program are:

- \$110 million Issued 2021A bonds in August 2021. These funds are anticipated to fund the project through March 2024.
- \$250 million WIFIA (EPA) Loan. These funds have been approved and are expected to be available in March of 2028.
- \$100 million SRF. These funds are approved and expected to be available in October 2025.
- \$49 million future financing. This is expected to be the last round of financing necessary to complete the program and will be initiated sometime after December 2026.

The SRF and WIFIA loans are available or can be accessed in 2025 and 2028 respectively. Due to this, the District will need \$164 million in short term financing to bridge the funding gap. In October and December of 2024, the Board met with staff in workshops to discuss the ETSU project financing and the Board directed staff to look into the possibility of funding this gap with a short term 4-year bond issuance and an internal District loan of up to \$50 million dollars from the Capacity Fund (fund 90). By borrowing from the Capacity Fund, it is estimated that the District would save \$6.4 million in interest expense that would otherwise be paid to outside lenders.

These funds would be borrowed for four years and then repaid to the Capacity fund (with interest) once the WIFIA funds become available in 2028. During the loan period, the District would pay the Capacity Fund interest based on the average District investment earning rate as determined on a monthly basis.

Attached to this report is a proposed loan agreement, which was prepared with District counsel. Staff is asking the Board to consider approving the proposed loan agreement, making the funds available for the ETSU project beginning in March 2024.

Background

The Board met in workshops on October 26, 2023 and December 18, 2023 to discuss ETSU project financing.

Previous Board Action

None

Attached

Proposed Interfund Loan and Repayment Agreement

INTERFUND LOAN AND REPAYMENT AGREEMENT

BETWEEN
UNION SANITARY DISTRICT FUND 80
AND
UNION SANITARY DISTRICT CAPACITY FUND 90

This **Interfund Loan and Repayment Agreement** (“Agreement”), is dated as of _____, and documents the loan between the Union Sanitary District Fund 80 (“Borrower”) and the Union Sanitary District Capacity Fund 90 (“Lender”). Lender shall lend to Borrower, and Borrower shall repay to Lender, an amount not to exceed the Principal Loan Amount, as defined below, and interest accrued on the unpaid loan balance, in accordance with the following terms and conditions (“Loan”):

1. Purpose of the Loan. The purpose of the Loan is to provide interim funding for the Enhanced Treatment & Site Upgrades (ETSU) program. The Loan shall account for borrowing between Fund 80 and the Capacity Fund 90 and shall not be available for appropriation or be considered revenue to Borrower.
2. Principal Loan Amount. The Loan shall be in an amount not to exceed fifty million dollars (\$50,000,000) (“Principal Loan Amount”). The Loan will be recorded as an interfund receivable to Lender and interfund payable to Borrower. The funds shall be drawn over a period not to exceed 4 years, 4 months.
3. Term of the Loan. This Agreement shall be in full force and effect for a period beginning as of 03/01/2024 and continue until repayment is satisfied in full accordance with the terms of this Agreement, no later than 06/30/2028.
4. Rate of Interest. The Loan interest rate shall be calculated monthly using the month’s average investment return on all District wide funds except for restricted bond funds.
5. Repayment Terms. Interest shall be paid monthly to the Capacity Fund 90, no later than 20 days after the end of each month. The payment of principal plus any outstanding interest thereon shall be made no later than 06/30/2028. The Loan may be repaid without penalty at any time by fully paying and transferring the remaining balance of principal and interest current to the date of repayment to the Capacity Fund 90.
6. Termination of Agreement. This Agreement shall expire when the Loan is repaid in full.
7. General Provisions. This Agreement constitutes the full agreement regarding the Loan. This Agreement may not be amended, modified, or altered in any respect unless such amendment, modification or alteration has been approved by the Union Sanitary District Board of Directors.

[signatures follow on next page]

IN WITNESS WHEREOF, the General Manager of the Union Sanitary District, as authorized by minute order of the Board of Directors, executes this Agreement, and the Chief Financial Officer attests to the Loan in the Principal Loan Amount.

Paul R. Eldredge, P.E.
General Manager
District Engineer

Mark Carlson
Business Service Workgroup Manager
Chief Financial Officer

Karen W. Murphy
General Counsel



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Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 12, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: Consider a Resolution Declaring an Emergency and Authorizing the Emergency Expenditure of Funds for Repairing a Sinkhole on Cushing Parkway in the City of Fremont (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Jose Rodrigues, Collection Services Work Group Manager
Raymond Chau, Technical Services Work Group Manager
Curtis Bosick, CIP Team Coach
Andrew Majsce, Assistant Engineer

Recommendation

Adopt the attached resolution declaring an emergency and authorizing the emergency expenditure of funds for repairing a sinkhole on Cushing Parkway in the City of Fremont.

Discussion

The District has an existing 36-inch reinforced concrete pipe (RCP) trunk sewer main at the intersection of Cushing Parkway and Auto Mall Parkway in the City of Fremont. There is a depression in the asphalt pavement adjacent to the pipeline due to ground subsidence that has progressed into a sinkhole. Below is a summary of the timeline of events leading up to this staff report:

- November 19, 2022: USD's contractor completed installation of CIPP liner for the 36-inch trunk sewer.
- May 28, 2023: USD staff responded to a trouble call from the City of Fremont for a road depression at the intersection of Cushing Parkway and Auto Mall Parkway.
- September 22, 2023: City of Fremont discovered that road depression has become a sinkhole and insists that our 36-inch trunk sewer is the cause.

- November 22, 2023: USD staff received pre-lining CCTV video from the contractor which indicates USD's 36-inch trunk main might have contributed to the sinkhole.

Staff have been working with the City of Fremont and USD's geotechnical consultant to determine the best approach for making the necessary repairs. The consultant's recommendation is to excavate and replace impacted soils located within an area of the intersection; approximately 15 feet wide by 22 feet long by 7 feet deep. Refer to Figure 1 for a site plan that depicts roughly the size/location of the excavation and Figure 2 for a photo of the sinkhole.

Given that the wet weather season is under way and that the full extent of underground soil conditions is unknown, the repair of the sinkhole must be done as soon as possible and does not allow the time required for competitive bidding. This approach means that the District would not be developing a formal design to repair the road surface, but instead would rely on engineering sketches and field inspections by the geotechnical consultant to define the scope of the repair. Additionally, field adjustments may need to be made based on site conditions encountered (e.g., groundwater elevation, soil behavior, utility conflicts, traffic control, etc.). The City of Fremont supports an expedited repair of the roadway and does not have any objections to this approach.

The District's Purchasing Policy and California Public Contract Code (PCC) Section 20806 allow for emergency contracting without competitive bidding in accordance with the requirements of PCC Section 22050. Section 22050(a) provides that the District, pursuant to a four-fifths vote of the Board, "may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts."

In addition, the work is exempt under the California Environmental Quality Act (CEQA). CEQA Guidelines section 15269 establishes a statutory exemption for emergency repairs to public service facilities necessary to maintain service, and section 15301 establishes an exemption for repair of existing facilities.

The attached resolution addresses the requirements of the PCC to declare an emergency and authorize additional expenditures without the need for competitive bidding. Upon adoption of the resolution, the District would then proceed with the work under our emergency services contract.

Further, the Board is required by the PCC to review the status of the emergency action at each subsequent meeting until the emergency action is terminated, and to authorize continuation of the emergency action by a four-fifths vote. Staff will therefore bring an agenda item to the Board to continue the emergency until it is terminated.

Background

On May 28, 2023, staff responded to a trouble call for a road depression located at the intersection of Cushing Parkway and Auto Mall Parkway in the City of Fremont. The District operates an existing 36-inch RCP trunk sewer at this location and therefore dispatched a crew to perform a due diligence investigation. This investigation included reviewing previous inspection documents and performing a CCTV inspection of the 36-inch trunk sewer. Moreover, this trunk sewer was in good condition as it was recently rehabilitated using cured-in-place pipe (CIPP) lining methods in November 2022. Thus, staff could not identify any potential causes of the road depression and the City of Fremont was notified of their findings. The City’s maintenance staff installed a steel plate over the depression with the intention of repairing the pavement at a future date.

On September 22, 2023, the City of Fremont discovered that the road depression had developed into a sinkhole when removing the steel plate to repair the pavement. The District was notified of the sinkhole; however, circumstances had not changed, and staff still did not believe that the trunk sewer could have been a contributing source. Accordingly, the City’s maintenance staff performed some work to stabilize the road surface and reinstalled the steel plate.

On November 22, 2023, the District received a CCTV video from the contractor that performed the CIPP lining work, which identified a hole in the side of the RCP trunk sewer pipe at the 8 o’clock position. The video was previously taken by a contractor during the CIPP lining process, immediately after the pipe was cleaned but prior to the liner being installed. Following receipt of this video, staff have been in continued discussions with the City of Fremont regarding the best course of action to facilitate the necessary repairs.

Previous Board Action

Not Applicable

Attachments: Figure 1 – Site Plan
Figure 2 – Photo
Resolution

FIGURE 1 - SITE PLAN

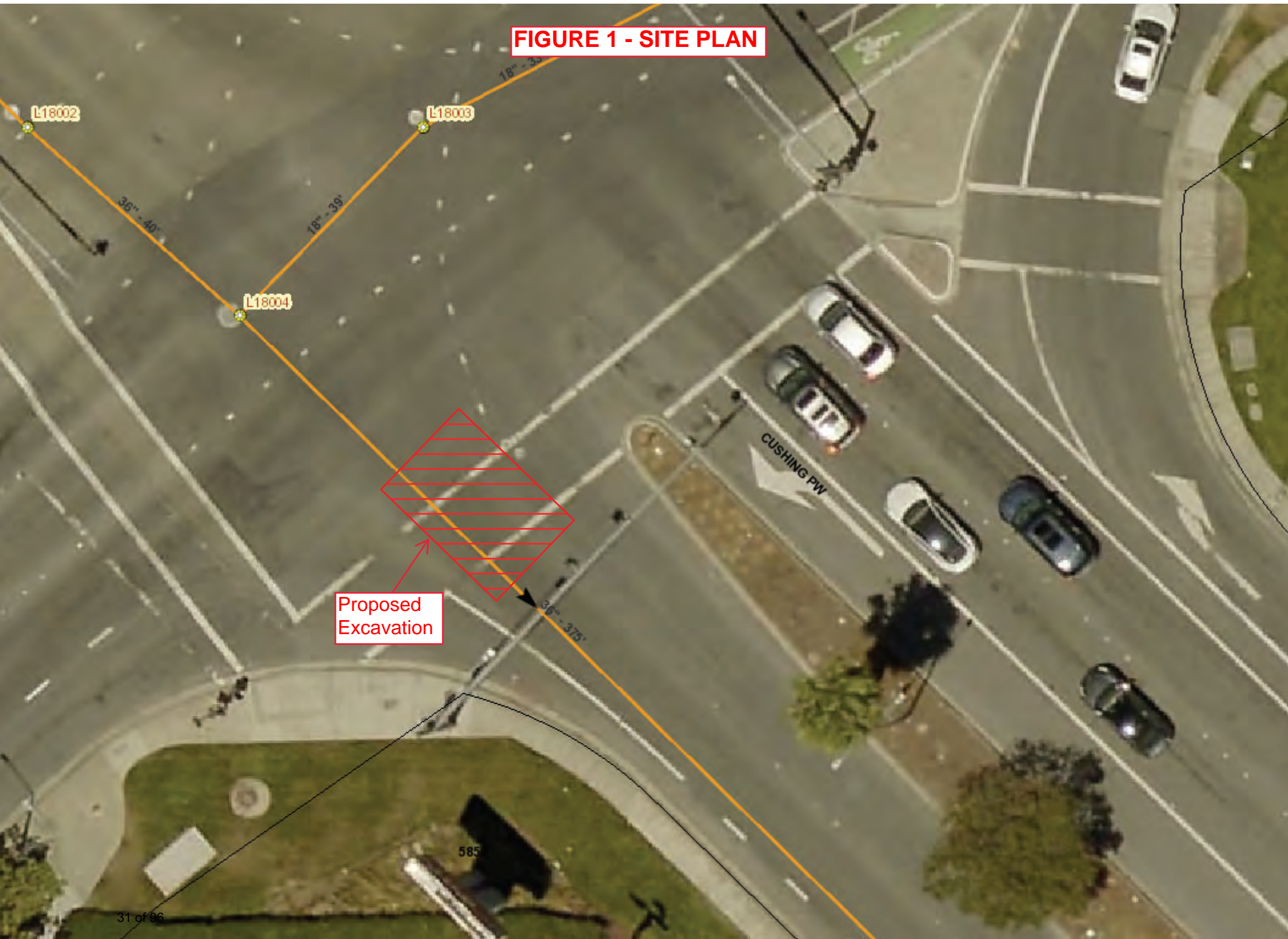




Figure 2 – Sinkhole at Intersection of Cushing Parkway and Auto Mall Parkway

RESOLUTION NO. _____

DECLARING AN EMERGENCY AND AUTHORIZING THE EMERGENCY EXPENDITURE OF FUNDS FOR REPAIRING A SINKHOLE ON CUSHING PARKWAY IN THE CITY OF FREMONT

WHEREAS, the road surface in the City of Fremont located at the intersection of Cushing Parkway and Auto Mall Parkway has been damaged by ground subsidence in the form of a sinkhole potentially due to a hole in the District's existing 36-inch RCP trunk sewer main; and

WHEREAS, given that wet weather season is under way and that the full extent of underground soil conditions is unknown, it is necessary for the District to expeditiously proceed with the repair; and

WHEREAS, compliance with competitive bidding procedures typically takes a number of months and would not allow prompt action to be taken to complete the repair, as required to safeguard the public and District facilities; and

WHEREAS, the District's Purchasing Policy and California Public Contract Code (PCC) Section 20806 allow for emergency contracting without competitive bidding in accordance with the requirements of PCC Section 22050; and

WHEREAS, California Environmental Quality Act (CEQA) Guidelines section 15269 establishes a statutory exemption for emergency repairs to public service facilities necessary to maintain service, and other specific actions necessary to prevent or mitigate an emergency and section 15301 establishes an exemption for repair of existing facilities; and

WHEREAS, the damage involves a clear and imminent threat, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, and essential public services.

NOW, THEREFORE, BE IT RESOLVED, BY THE UNION SANITARY DISTRICT BOARD OF DIRECTORS, BASED ON THE STAFF REPORT AND ORAL AND WRITTEN TESTIMONY, AS FOLLOWS:

1. The above recitals are true and correct and are material to this Resolution and are incorporated into this Resolution as findings of the District Board.
2. The Board finds that the repair is exempt under CEQA Guidelines sections 15269 and 15301 as the work is an emergency repair to an existing public facility necessary to maintain service.
3. The Board finds and declares, pursuant to Public Contract Code section 22050(a), that based on substantial evidence presented before the Board, the

emergency will not permit a delay resulting from competitive solicitation for bids for the repair of the road surface over the District's sewer main, and that this action is necessary to respond to the emergency.

4. The Board authorizes staff to proceed with the repair of the road surface located at the intersection of Cushing Parkway and Auto Mall Parkway, and procurement of the necessary equipment, services, and supplies for that purpose without giving notice for bids to contracts.

5. The Board will review the status of the emergency at each subsequent meeting of the Board of Directors and vote to authorize continuation of this resolution until the emergency action is completed.

PASSED, APPROVED, AND ADOPTED by at least a four-fifths vote, at a regular meeting of the Board of Directors on this 12th day of February, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

MANNY FERNANDEZ
President, Board of Directors
Union Sanitary District

Attest:

TOM HANDLEY
Secretary, Board of Directors
Union Sanitary District



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Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
General Manager/
District Engineer

Karen W. Murphy
Attorney

**FEBRUARY 12, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: Award the Construction Contract for the Alvarado Influent Valve Box Rehabilitation Project to Gateway Pacific Contractors, Inc. *(This is a Motion Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Technical Services Work Group Manager
Curtis Bosick, CIP Team Coach
Kevin Chun, Associate Engineer
Lupita Leon, Junior Engineer

Recommendation

Staff recommends the Board award the construction contract, including Bid Alternates A, B, and C, for the Alvarado Influent Valve Box Rehabilitation Project (Project) to Gateway Pacific Contractors, Inc. (Gateway) in the amount of \$1,297,000.

Discussion

In January 2020, the Board initially awarded the construction contract for the Project and construction was scheduled to be completed in September 2020. In March 2020, the State and County issued a health order to shelter in place in response to the COVID-19 pandemic. As a result, all non-essential construction activities were temporarily stopped, including the work associated with this project. Even though construction of several projects resumed, the District had limited resources to support the nighttime plant shutdowns and cleaning of Control Box No. 1 (CB1) required for the Project, which resulted in the construction contract being terminated by the Board in January 2021.

Among other things, the scope of the Project includes the 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. Additionally, this project requires numerous nighttime plant shutdowns and confined space entries by both staff and the contractor to remove the grit from

CB1 and construct the necessary modifications. More details on the scope of the Project are included in the background section of this report.

In August 2023, staff retained Woodard & Curran, Inc. (W&C) to repackage the bid documents for the Project. The Project was re-advertised for bids on October 17, 2023. Two bids were received on November 30, 2023, and the results are summarized in the table below. Refer to the attached Table 1 for a detailed breakdown of the bids.

Contractor	Total Base Bid plus Bid Alternates A through C
Gateway Pacific Contractors, Inc. (Sacramento, CA)	\$1,297,000
Silman Industries (San Leandro, CA)	\$1,414,149

The Engineer's Estimate for the Total Base Bid plus Bid Alternates A through C is \$873,040. Gateway Pacific Contractors is the apparent low bidder with a total price of \$1,297,000, which is 49% above the Engineer's Estimate. Staff is of the opinion that this bidding process was competitive based on the feedback received during the bidding period, current market conditions, and staff's analysis of the bids.

Feedback received from both contractors and engineering firms indicate that these types of projects are typically more challenging for some contractors due to their relatively lower contract value and the inherent risks associated with working inside a critical process structure such as CB1. Because work inside the control box can only happen during plant shutdowns and low-flow periods (between midnight and 6 a.m.), contractors have a limited window of time to complete their work. Additionally, current market conditions have allowed contractors to be more selective with the work they pursue. Despite the contractor outreach effort conducted by staff, there was limited interest from contractors in bidding on the Project. Staff believes that the higher bids received can mostly be attributed to the factors mentioned above.

Staff does not anticipate the bidding environment or market conditions to improve significantly enough in the near future to warrant rebidding this project. Other considerations in recommending the award of this project are:

- Ongoing construction projects are likely to provide further coordination challenges if this work cannot be completed in this upcoming dry weather season.
- Staff is concerned that the existing gate valves/stems could potentially fail as they are more than 30 years old and beyond the end of their useful life.
- The FM gate valves provide isolation of influent flows into the Plant, so their reliable operation is paramount for the projects the District is planning for the foreseeable future.

Accordingly, staff recommends awarding the Project to Gateway and does not recommend delaying the construction and rebidding the project.

The Total Contract Price includes Bid Alternates A, B, and C. Bid Alternate A is for providing Builder's Risk Insurance, a special type of property insurance that indemnifies against the loss of or damage to a building/structure and equipment under construction. Bid Alternate A was in the amount of \$6,264 and staff recommends including it. Bid Alternates B and C are unit prices to perform two types of structural concrete repairs at the Alvarado Influent Valve Box. Bid Alternates B and C were in the amount of \$7,500 and \$8,000, respectively, and staff recommends including them.

Staff has reviewed Gateway's bid and no irregularities were found. No bid protests were received. Gateway has confirmed that they will construct the Project as bid. Gateway is a General Engineering Class A licensed contractor with over 30 years of experience working on rehabilitation projects at wastewater and water treatment plants and heavy industrial facilities. Recent projects completed by Gateway included treatment plant improvements for Napa Sanitation District, Encina Wastewater Authority, and the City of Fairfield. Staff contacted the references provided by Gateway and received positive feedback.

Gateway will have 275 calendar days to complete the Project from Notice to Proceed, which puts the estimated substantial completion date in October 2024. Construction management and inspection services will be performed by staff for this Project.

Background

During predesign of the Project, W&C conducted a condition assessment of the concrete, 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. The recommended near-term improvements from this assessment were incorporated into the final design.

W&C completed the design for the Project in December 2019. The major scope items included the following:

- Replacement of the two (east and west) force main (FM) 42-inch knife gate valves at the Alvarado Influent Valve Box and the 42-inch west FM knife gate valve at the Headworks Valve Box.
- Installation of a duckbill check valve at the Alvarado FM pipe penetration and two steel standpipes at the east and west FM pipe penetrations inside CB1 to reduce grit accumulation inside the pipes.
- Repair of FM pipelines, fittings, and pipeline coatings.
- Rehabilitation of structural concrete within the various valve box structures.

In November 2019, the Board authorized the General Manager to issue a purchase order to pre-purchase the knife gate and duck bill check valves to ensure they were delivered in time for the contractor's installation. The valves were delivered to the District in May 2020.

In January 2020, the Board awarded the construction contract for the Project to C. Overaa & Co. (Overaa). In January 2021, the Board authorized the termination, settlement, and release agreement with Overaa due to the State and County issued health order to shelter in place in response to the COVID-19 pandemic.

Previous Board Action

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.

July 22, 2019, the Board authorized the General Manager to execute Task Order No. 2 with W&C in the amount of \$89,046 to provide final design services for the Project.

November 11, 2019, the Board authorized the General Manager to award a contract to Frank A. Olsen Company in the amount of \$303,047.18 to purchase three knife gate valves for the Project.

January 27, 2020, the Board authorized the General Manager to award the construction contract to C. Overaa & Co. in the amount of \$401,930.

January 25, 2021, the Board authorized the General Manager to execute a termination, settlement, and release agreement with C. Overaa & Co. in the amount of \$93,495 due to the State and County issued health order to shelter in place in response to the COVID-19 pandemic.

Attachments: Figure 1 – Site Plan
Figure 2 – Control Box No. 1 Drawing
Figures 3 through 7 – Photos
Table 1 – Bid Tabulation
Agreement

UNION SANITARY DISTRICT
ALVARADO WASTEWATER TREATMENT PLANT

Figure No. 1 - Site Plan

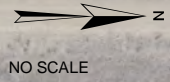


Figure No. 2 - Control Box No. 1 Drawing

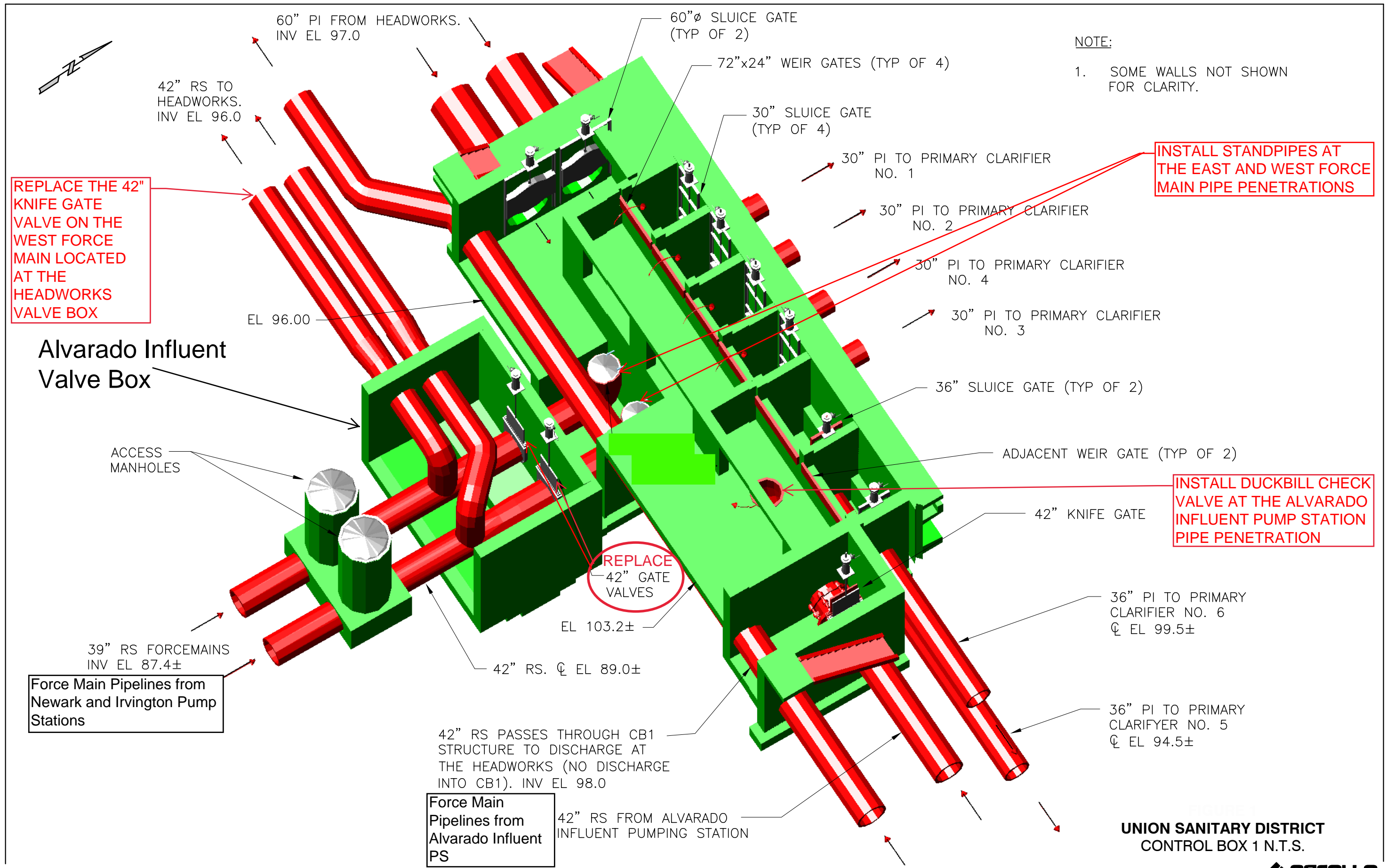




Figure 3 – East Knife Gate Valve at Alvarado Influent Valve Box



Figure 4 –Corrosion at Maintenance Access on Upper Section of the West Knife Gate Valve at Headworks Valve Box



Figure 5 – Exterior corrosion on pipe at the Alvarado Influent Valve Box



Figure 6 – Detailed view of corrosion at on pipe at the Alvarado Influent Valve Box



Figure 7 – Rubber “Duckbill” Check Valve

Table 1 - Bid Tabulation Sheet
Alvarado Influent Valve Box Rehabilitation Project No. 800-541

Bid Item No.	Bid Item	Estimated Quantity	Unit	Engineer's Estimate	Gateway Pacific Contractors, Inc.		Silman Industries*	
				Total	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price
1	Completion of all Work included as part of the Contract Documents for Project No. 800-541, except as specified in Bid Items 2 thru 8, and the bid alternates.	1	LS		LS	\$657,836	LS	\$356,953
2	Install District-Furnished Knife Gate Valves	1	LS		LS	\$210,000	LS	\$502,496
3	Install District-Furnished Duckbill Check Valve	1	LS		LS	\$70,000	LS	\$172,686
4	Install Steel Plate Pipe Patches	30	SF		\$1,500.00	\$45,000	\$1,461.000	\$43,830
5	Renew Pipe Coating Systems Alvarado Influent Valve Box and Alvarado Influent Pump Station Valve Box at Control Box No. 1	810	SF		\$200.00	\$162,000	\$183.000	\$148,230
6	Renew Pipe Lining Systems in Alvarado Influent Valve Box	20	SF		\$200.00	\$4,000	\$1,220.000	\$24,400
7	Cost for providing all shoring and bracing on all Bid Items above including but not limited to that as required by Sections 6700-6708 of the Labor Code	1	LS		LS	\$1,000	LS	\$29,144
8	Dewatering Force Mains and Headworks Influent Channel	1,254,000	GAL		\$0.10	\$125,400	\$0.065	\$81,510
Total Base Bid				\$842,940		\$1,275,236		\$1,359,249
BID ALT A	Builder's Risk Insurance	1	LS		LS	\$6,264	LS	\$20,000
BID ALT B	Type A Shallow Concrete Repairs in Alvarado Influent Valve Box	15	EA		\$500	\$7,500	\$780	\$11,700
BID ALT C	Type B Deep Concrete Repairs and Handrails Support in Alvarado Influent Valve Box	8	EA		\$1,000	\$8,000	\$2,900	\$23,200
Basis of Award - Total Base Bid plus Bid Alternates A-C				\$873,040		\$1,297,000		\$1,414,149

* The Total Base Bid plus Bid Alternates A-C was adjusted for Silman Industries by +\$10,000 to conform to the listed unit prices.

**AGREEMENT FOR THE CONSTRUCTION OF
ALVARADO INFLUENT VALVE BOX REHABILITATION PROJECT
PROJECT NO. 800-541**

THIS AGREEMENT, made and concluded, in duplicate, dated _____, between the UNION SANITARY DISTRICT ("District"), Union City, California, and GATEWAY PACIFIC CONTRACTORS, INC. ("Contractor"), License No. 517988.

W I T N E S S E T H :

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: Alvarado Influent Valve Box Rehabilitation Project (Project No. 800-541) in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of one million two hundred ninety seven thousand dollars (\$1,297,000) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated November 6, 2023, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following bid alternates that have been accepted by the District and are hereby incorporated in the Agreement: A, B, and C. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

3. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the Contract Price, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

Union Sanitary District
Construction Agreement

Page 1

(a) The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

(b) Pursuant to the provision of California Labor Code, Sections 1770 et. seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

(c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

(d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in

connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(e) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

Certified payroll records shall be submitted electronically as required under California Labor Code Section 1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, Section 16404.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit one hundred

dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's Liability limits of \$1,000,000 per accident before commencing the performance of the work of this Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this agreement certifies to the District as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the District's review and records.

(i) In accordance with the provisions of Section 1727 of the California Labor Code, the District, before making payment to the Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the District.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement the instrument and the bid proposal of said Contractor, then this Agreement instrument shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

6. The Contractor agrees to provide and maintain insurance coverage, and to indemnify and save harmless the parties named and in the manner set forth in Section 00800-2.0, **LIABILITY AND INSURANCE**, of the Supplementary General Conditions of the Specifications.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

7. The Contractor shall diligently prosecute the work so that it shall be substantially completed within the time specified in Section 00800-1.1, **Time Allowed for Completion**.

8. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the substantial completion of the work under this agreement and acceptance thereof by the District, to repair or replace any part of the work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the District, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from District, and without expense to District, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

In special circumstances where a particular item of work or equipment is placed in continuous service before substantial completion of the Work, the correction period for that item may start to run from an earlier date. This date shall be agreed upon in writing by the Contractor and District on or before the item is placed in continuous service.

Any and all other special guarantees which may be applicable to definite parts of the work under this agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00610, **FORM OF PERFORMANCE BOND**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Sections 9550 et seq. of the Civil Code, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

11. The Contractor may substitute securities for the amounts retained by the District to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.

12. The Contractor shall be provided the time period specified in Section 01340-2.0, **MATERIAL AND EQUIPMENT SUBSTITUTIONS**, for submission of data substantiating a request for a substitution of an "or equal" item.

13. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan

varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, the Design Consultant, Construction Manager or any of their agents, consultants, or employees. The District's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

14. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four feet below the surface, the provisions of Section 00700-7.2, **Differing Site Conditions**, shall apply.

15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

16. In accordance with Section 4552 of the Government Code, the Contractor shall conform to the following requirements. In submitting a bid to the District, the Contractor offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the Contractor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor.

17. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the District, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

18. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License

Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

19. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District from any claims, choses in action or lawsuits, whereby any subcontractor, material or equipment supplier, laborer or any person who supplies work or materials to said work of improvement may claim damages, losses and expenses thereto arising out of or resulting from any claim for performance of work, including the legal defense of any stop notice action as well as attorney fees and costs. District may be required to engage separate legal counsel from that of the Contractor should District and Contractor be both named as defendants, cross-defendants or other parties to any such stop notice action in District's sole discretion. Contractor shall be fully liable for any judgment or damages resulting from any claim for stop notice relief or other liability regarding payment for materials, supplies, labor or equipment under this contract. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited in amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor. In all cases, indemnification shall include attorney fees and court costs.

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District or the Design Consultant, the Contractor shall indemnify, defend and hold harmless: (1) the District and its Board of Directors, officers, employees, agents and representative; (ii) the Design Consultant and its consultants for the Work and their respective agents and employees; and (iii) if one is designated by the District for the work, the Construction Manager and its agents and employees (collectively "the Indemnified Parties"). The Contractor's obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor, at its sole cost and expense, shall defend the District and the Design Consultant in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such

action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief. Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement dated _____.

GATEWAY PACIFIC CONTRACTORS, INC.

By: _____
Evan Lundin
President/CEO
8055 Freepoint Boulevard, Sacramento, CA 95832

UNION SANITARY DISTRICT

By: _____
Tom Handley
Board Secretary
5072 Benson Road, Union City, California 94587

ATTEST:

Karen W. Murphy
Attorney for Union Sanitary District



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Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 12, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: Receive Information and Provide Direction Regarding PARS 115 Pension Trust Investment Portfolio (*This is a Direction Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, CFO, Business Services Workgroup Manager

Recommendation

Receive information and provide direction regarding PARS 115 Pension Trust Investments.

Discussion

In May 2021, the Board adopted a new policy 2095 Pension and OPEB Funding. The aim of the policy was to provide direction to District staff in the managing of its Pension and Other Post Employment Benefit (OPEB) liabilities. It also recommends an annual budget consideration by the Board of an amount that may be set aside towards achieving that funding goal.

When the original PARS 115 Trust investment plan (Trust) was introduced, the Boards intentions were to set aside \$3,000,000 per year into the Trust. This plan projected that setting aside these funds, along with the related investment earnings, would accumulate sufficient funds to retire the Districts UAL in approximately 12 years.

For the pension Unfunded Actuarial Liability (UAL), the FY 22 budget approved a Trust contribution of \$3,000,000, which was transferred to the Trust in March 2022. District budgets for FY 2023 and 2024 also contained a budgeted amount of \$3,000,000 each per FY year.

Due to market conditions, the Investment and Portfolio ad-hoc committee (Committee) recommended, and the Board concurred, not to transfer the funds each year to the Trust, but rather hold the funds in District investments until such time that market conditions improved. Currently, the District has approximately \$6,400,00 being held for future transfer to the Trust (\$3,000,000 for FY's 23 and 24 plus interest earned)

Recently, the Federal Reserve Board indicated that the rise in interest rates was nearing its top and there could be 3 to 6 interest rate cuts in calendar year 2024.

It is generally expected that a decrease in interest rates would have a positive impact on equity markets and the rate of return in investment accounts. With these indicators in mind, the Committee met in January 2024 to continue the discussion regarding the timing of the transfer of the District held funds to the Trust and how those funds should be invested moving forward. Regarding the timing of transferring the funds, the Committee developed three options for the Board to consider:

1. Continue to hold the funds in District investments and revisit the transfer of funds when the Federal Reserve begins cutting rates.
2. Move the funds to the Trust over the coming five months in equal monthly instalments.
3. Move the entire \$6,400,000 balance to the Trust immediately.

During the meeting the Committee thought there was merit in investing the funds on a regular basis between now and June, pending the outcome of the Board discussion.

Additionally, during the same discussion regarding the timing of the investment, the Committee also revisited the investment strategy for the 115 Trust based upon current market conditions. The Committee evaluated several options that are summarized below:

1. Continue with the current investment strategy of 2/3 medium yield and 1/3 high yield.
2. Change the investment strategy to 1/3 low yield and 2/3 medium yield.
3. Change the investment strategy to 100% low yield.
4. Staff is also providing an alternative of what investing these in the most conservative investment strategy which will mirror the Districts other investments managed by PFM.

Option	Investment Action	Investment Mix	(1) Remaining Years	(2) Expected Average Yield	(3) Increased Costs to Option 1
1	No Change	1/3 High Yield, 2/3 Medium Yield	8.25	6.51%	-
2	Change	1/3 Low Yield, 2/3 Medium Yield	8.42	5.83%	\$ 1,944,979
3	Change	100% Low Yield	8.75	4.99%	\$ 4,377,599
4	Change	Match District Op Investments	9.00	3.90%	\$ 7,727,320

(1)	Remaining years represent the point in time from 07/01/2024 to when the PARS investment account will have accumulated sufficient funds (from contributions and interest earnings) to retire the Districts pension UAL.
(2)	The expected average yield is the anticipated average rate of return on the entire portfolio of the PARS investment fund over the remaining years.
(3)	The increased costs to Option 1 represents the additional funds required to meet the funding goals due to the lower expected yield.

Staff is seeking input from the Board on these topics.

Background

In January 2022, the Board adopted a resolution creating a 115 Pension Trust to be administered by Public Agency Retirement Services (PARS). The Board also met in several workshops to discuss, and ultimately provide direction on investment criteria for the Trust.

Previous Board Action

- 01/24/22 Board Meeting – Approval of a Resolution Establishing a 115 Pension Trust to be Administered by Public Agency Retirement Services (PARS)
- 05/10/21 Board Meeting - Adoption of Proposed New Policy – Pension and OPEB Funding Policy 2095



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Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 12, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 13**

TITLE: **Consultant Shortlists for Capital Improvement Projects (*This is an Information Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Technical Services Work Group Manager
Curtis Bosick, CIP Team Coach

Recommendation

This is an information item.

Discussion

The District utilizes shortlists to assist with the selection of consultants for future Capital Improvement Projects (CIP). Consultants on the shortlists have been pre-qualified based on their firm's qualifications, experience, and project team personnel. The consultant shortlists are reviewed and updated every three years. The last update was performed in December 2020.

The 2021-2023 shortlists, which include the consultant firms for each category, are provided in the attached Table 1.

Staff evaluated the current firms on the shortlists. The consultants that have been selected for CIPs and had performed well in the last three years were retained for the new 2024-2026 shortlists. These firms are marked with an asterisk in Table 1. Some firms on the shortlists were not selected for a project in the past three years, so staff requested those firms to submit updated statements of qualifications (SOQs).

In October 2023, staff invited 17 consultant firms to submit their SOQs in any category for which they would like to be considered. Staff received a total of 10 SOQs from 5 different firms. Many of the firms not retained were not interested in resubmitting SOQs for consideration. The main reason given was that firms have limited resources.

After evaluating each firm's SOQ, staff finalized the 2024-2026 shortlists summarized in the attached Table 2. The new firms are shown in bold text in Table 2.

Staff will utilize the new shortlists through 2026 and re-evaluate the lists prior to their expiration at the end of 2026.

Background

None.

Attachments: Table 1 – 2021-2023 Consultant Shortlists
Table 2 – 2024-2026 Consultant Shortlists

Table 1 – 2021-2023 Consultant Shortlists

Pipeline Design	Plant and Pump Station Design	Construction Management	Studies and Master Plans	Programming
Brown and Caldwell	AECOM*	Carollo Engineers*	Beecher Engineering*	Carollo Engineers*
Carollo Engineers	Beecher Engineering*	CDM-Smith	Black & Veatch*	E Tech Group (formerly Glenmount Global Solutions)*
Conсор (formerly Murraysmith + Quincy)	Brown and Caldwell*	Conсор (formerly Murraysmith + Quincy)*	Brown and Caldwell*	JSP Automation*
HDR, Inc.	Carollo Engineers*	Jacobs Solutions Inc.	Carollo Engineers*	Woodard & Curran*
West Yost and Associates*	CDM-Smith	Psomas*	Hazen and Sawyer*	Work Smart Automation*
Woodard & Curran*	Conсор (formerly Murraysmith + Quincy)	Tanner Pacific, Inc.*	Jacobs Solutions Inc.	
	Hazen and Sawyer*		JDH Corrosion*	
	HDR, Inc.		V&A Consulting Engineers*	
	Jacobs Solutions Inc.*		West Yost and Associates	
	Lee & Ro, Inc.		Woodard & Curran*	
	Woodard & Curran*			

* Consultant firms that will be retained on the 2024-2026 Consultant Shortlists

Table 2 – 2024-2026 Consultant Shortlists

Pipeline Design	Plant and Pump Station Design	Construction Management	Studies and Master Plans	Programming
Black & Veatch	AECOM	Anchor Engineering	Beecher Engineering	Carollo Engineers
Greeley and Hansen	Beecher Engineering	Carollo Engineers	Black & Veatch	E Tech Group (formerly Glenmount Global Solutions)
HDR, Inc.	Brown and Caldwell	Conсор (formerly Murraysmith + Quincy)	Brown and Caldwell	JSP Automation
West Yost and Associates	Carollo Engineers	Greeley and Hansen	Carollo Engineers	Woodard & Curran
Woodard & Curran	Greeley and Hansen	Hazen and Sawyer	Greeley and Hansen	Work Smart Automation
	Hazen and Sawyer	HDR, Inc.	Hazen and Sawyer	
	HDR, Inc.	Psomas	JDH Corrosion	
	Jacobs Solutions Inc.	Tanner Pacific, Inc.	V&A Consulting Engineers	
	Woodard & Curran		Woodard & Curran	

Bold text indicates the firms are new to the consultant shortlists for 2024-2026.



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est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 12, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

TITLE: Update on the Subsurface Investigation at the Alvarado Wastewater Treatment Plant *(This is an Information Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Technical Services Work Group Manager
Curtis Bosick, CIP Team Coach
Derek Chiu, Assistant Engineer

Recommendation

This is an information item.

Discussion

In August 2023, staff hired Brown and Caldwell to collect groundwater samples from the seven groundwater monitoring wells at the Plant, analyze the test results, and prepare a report. The conclusions from the annual 2023 groundwater monitoring event were as follows:

1. Groundwater elevations in the Former Boneyard Area and the Former 550-Gallon Gasoline Underground Storage Tank (UST) Area have declined and are at historical low levels.
2. One of five monitoring wells (MW-2) measured groundwater with an electrical conductivity that exceeded the State Water Resources Control Board's (SWRCB's) acceptable limits for a groundwater source to be considered suitable, or potentially suitable, for domestic or municipal drinking water supply.
3. A less than 0.1-foot-thick layer of light, non-aqueous phase liquid (LNAPL) was detected in well MW-1 during the 2023 annual event. This layer of LNAPL has not changed from 2022.

4. From August 2007 to August 2015 and November 2016 to August 2023, the District has conducted 173 monthly purging events on MW-1 removing a total of 962 gallons of groundwater/LNAPL mixture and removing approximately 5.26 gallons of LNAPL.
5. Drinking water environmental screening levels (ESLs) were exceeded in groundwater samples collected from monitoring wells MW-5 and MW-8 for methyl tertiary butyl ether (MTBE) and MW-1 for total petroleum hydrocarbons as diesel (TPH-D) and total petroleum hydrocarbons as motor oil (TPH-MO). Non-drinking water ESLs were exceeded in MW-1 for TPH-D.

Overall, the 2023 sampling results are similar to the 2022 results. There was an increase in the levels of TPH-D recorded in MW-1 and an increase in the levels of MTBE recorded in MW-8 but both are still consistent with historical results. The LNAPL thickness in MW-1 has remained consistent. The levels of TPH-D and TPH-MO remained consistent for MW-2 and MW-3, as well as the levels for TBA and MTBE in MW-5, indicating that the hydrocarbon plume is not increasing and is likely stable in areal extent. The analytical test results are included in Table 2.

Next Steps

The last requirement in the Path to Closure Plan is to remove free product to the maximum extent practicable. The sampling results from the 2023 groundwater monitoring event does not support the District's case for closure. Staff will continue the monthly purging of MW-1 and will perform the next sampling during the 2024 groundwater monitoring event.

Background

The Alameda County Water District (ACWD) is responsible for regulating the groundwater supply within our service area, most of which is underlain by aquifers that provide drinking water for the three cities. In 1999, pursuant to ACWD's request to investigate potential releases of petroleum hydrocarbons into soil and groundwater beneath the treatment plant property, the District initiated environmental investigation activities in three areas of the plant. These areas are shown in Figure 1 and are summarized as follows:

- Former Boneyard Area – The District conducted an environmental investigation and remediation in this area (Figure 2), which was previously used for equipment storage and maintenance. The investigation indicated a subsurface petroleum impact of primarily diesel-range hydrocarbons. In the summer of 1999, a source removal operation was conducted with approximately 5,000 cubic yards of impacted soil excavated and disposed offsite. Upon completing the soil removal, the District backfilled the excavation with clean fill, installed three groundwater monitoring wells (MW-1 through MW-3) and initiated monitoring these wells.
- Former 550-Gallon Gasoline Underground Storage Tank (UST) Area – In August 1999, a subsurface investigation was initiated in this area (Figure 3) after hydrocarbon odors emanating from an excavation performed during construction at the facility was

observed. In September 2000, the District removed this UST under the oversight of the Union City Environmental Program Department (UCEPD) and the ACWD. Observations made during the UST removal indicated that the subsurface petroleum hydrocarbons likely originated from a leak in an underground fuel line beneath a fuel dispenser. The District over-excavated impacted soil in the suspected source area.

In 2000, another subsurface investigation was conducted at the site to assess whether petroleum hydrocarbons were present in soil near a 10,000-gallon diesel UST and a 1,000-gallon waste oil UST. This investigation was conducted at the request of the UCEPD after pressure testing indicated potential failures of the secondary containment systems of these USTs. The investigation included collecting soil and grab groundwater samples from borings advanced throughout the area. The laboratory results indicated the presence of hydrocarbons associated with gasoline, primarily MTBE, and not diesel or waste oil. It was concluded that these hydrocarbons were likely from the former 550-gallon gasoline UST.

In 2003, the District installed and initiated monitoring of five groundwater monitoring wells (MW-5 through MW-9) in this area. Well MW-4 was an existing well in the area and was included in the groundwater monitoring program.

- Closed-in-place 6,000-gallon Diesel UST Area – The subsequent investigation conducted in 2000 also included sampling the subsurface in the vicinity of a 6,000-gallon diesel UST located in the southwest corner of the plant (Figure 4). The soil and grab groundwater samples collected adjacent to this UST contained detectable concentrations of petroleum hydrocarbons in the diesel range. The 6,000-gallon diesel UST was closed-in-place by the District in June 2005 under oversight from UCEPD and the ACWD.

In 2003, the District installed and initiated monitoring of one groundwater well (MW-10) in this area.

Groundwater Monitoring Program

The purpose of the Plant's groundwater monitoring program is to document groundwater conditions in the areas of concern. The monitoring is performed to evaluate changes in water levels and groundwater flow direction and gradient, establish water quality conditions, and assess hydrocarbon concentration trends. The ten groundwater monitoring wells were initially monitored quarterly but upon approval of the ACWD, the frequency was reduced to semi-annual or annual in subsequent years. Due to the analytical results at wells MW-4, MW-9, and MW-10, the ACWD approved the removal of these wells from the monitoring program and the District closed the wells in 2008.

The current sampling schedule of the remaining seven wells is summarized in Table 1 below:

Table 1 – Summary of Sampling Schedule

Well	Sampling Frequency	Sampling Constituents
MW-1	Annual	TPH-D, TPH-MO, Monthly Purging
MW-2	Annual	TPH-D, TPH-MO
MW-3	Annual	TPH-D, TPH-MO
MW-5	Annual	MTBE, TBA
MW-6	Removed from Sampling	Groundwater Level Measurement Only
MW-7	Removed from Sampling	Groundwater Level Measurement Only
MW-8	Annual	MTBE, TBA

Legend

- TBA = tertiary-butyl alcohol
- MTBE = methyl tertiary-butyl ether
- TPH-D = total petroleum hydrocarbons as diesel
- TPH-MO = total petroleum hydrocarbons as motor oil

Since 2007, staff has conducted monthly purging of the light, non-aqueous phase liquid (LNAPL) present in well MW-1. The objective of this purging is to eliminate the LNAPL layer observed in this monitoring well and mitigate the elevated dissolved petroleum hydrocarbons present in the groundwater in its vicinity.

Following the 2015 annual monitoring event, and in consultation with ACWD, staff switched to placing a hydrocarbon absorbent sock in MW-1 to remove LNAPL in place of the monthly purging. It was expected to be more efficient in removing the hydrocarbons than the monthly purging. However, the results of the 2016 annual monitoring event indicated otherwise. Staff has discontinued use of the hydrocarbon absorbent sock and resumed monthly purging of MW-1.

Previous Board Action

February 8, 2021, the Board Authorized the General Manager to execute Task Order No. 14 with Brown and Caldwell in the amount of \$50,242 to provide 2021-2025 annual groundwater monitoring services at the Plant for the Step II Plant Subsurface Investigation.

Attachments: Figures 1 through 4
 Table 2

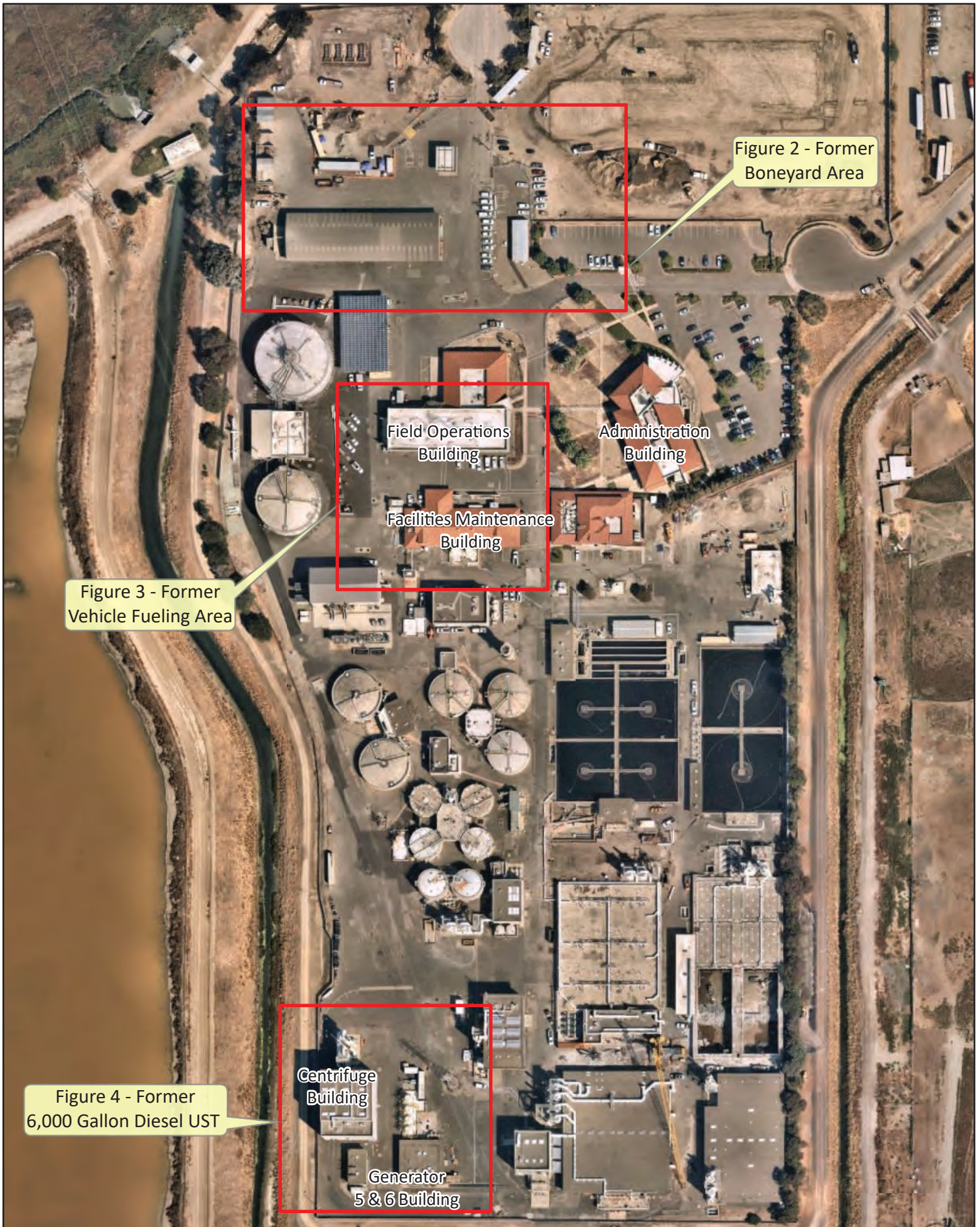


Figure 2 - Former Boneyard Area

Figure 3 - Former Vehicle Fueling Area

Figure 4 - Former 6,000 Gallon Diesel UST

Field Operations Building

Administration Building

Facilities Maintenance Building

Centrifuge Building

Generator 5 & 6 Building

65 of 96
Figure 1: Alvarado WWT Site Plan

0 100 200 400 Feet





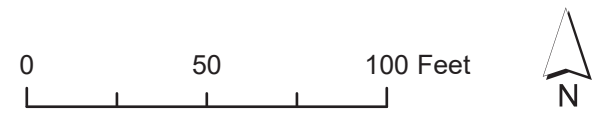
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Figure 2: Former Boneyard Area

0 50 100 Feet





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 Figure 3: Former Vehicle Fueling Area





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Figure 4: Closed-in-Place 6,000 Gallon Diesel UST



Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
MW-1	11/8/1999	<0.5	<0.5	<0.5	<0.5	---	---	---	---	<5.0	61 ^d	150 ^u	<250	ND
	6/8/2000 ^{uu}	---	---	---	---	---	---	---	---	---	---	---	---	---
	9/18/2000	<0.50	<0.50	<0.50	<0.50	---	---	---	---	<1.0	<50	570 ^{uu}	700	ND
	12/21/2000	<0.50	<0.50	<0.50	<0.50	---	---	---	---	<5.0	<50	51 ^{uu}	<500	ND
	2/27/2001	<0.50	<0.50	<0.50	<0.50	---	---	---	---	<5.0	<50	<50	<500	ND
	12/15/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	<0.50	<50	1,500 ^u	1,300 ^l	---
	3/21/2006	<0.50	<0.50	<0.50	<0.50	---	---	---	---	<0.50	<50	960 ^u	1,000 ^l	---
	3/21/2006 Dup	---	---	---	---	---	---	---	---	---	---	3,100 ^u	3,600 ^l	---
	6/28/2006	<0.50	<0.50	<0.50	<0.50	---	---	---	---	<2.0	160 ^{yy}	19,000 ^u	16,000 ^l	---
	6/28/2006 Dup	---	---	---	---	---	---	---	---	---	---	18,000 ^u	14,000 ^l	---
	9/11/2006	<0.50	<0.50	<0.50	<0.50	---	---	---	---	<2.0	<50	17,000 ^u	13,000 ^l	---
	9/11/2006 Dup	---	---	---	---	---	---	---	---	---	---	13,000 ^u	10,000 ^l	---
	4/10/2007	---	---	---	---	---	---	---	---	---	---	1,600 ^{yy}	1,200 ^{uu}	---
	4/10/2007 Dup	---	---	---	---	---	---	---	---	---	---	4,700 ^{yy}	3,800 ^{uu}	---
	9/24/2007	---	---	---	---	---	---	---	---	---	---	390 ^u	340 ^{uu}	---
	3/7/2008	---	---	---	---	---	---	---	---	---	---	450	<300	---
	9/9/2008	---	---	---	---	---	---	---	---	---	---	300 ^y	<300	---
	3/17/2009	---	---	---	---	---	---	---	---	---	---	540 ^y	<300	---
	9/30/2009	---	---	---	---	---	---	---	---	---	---	120 ^y	<300	---
	4/21/2010	---	---	---	---	---	---	---	---	---	---	890 ^y	550	---
	4/21/2010 Dup	---	---	---	---	---	---	---	---	---	---	210 ^y	<300	---
	9/17/2010	---	---	---	---	---	---	---	---	---	---	350 ^y	<300	---
	10/28/2011	---	---	---	---	---	---	---	---	---	---	510	360	---
	10/28/2011 Dup	---	---	---	---	---	---	---	---	---	---	320	150	---
	9/14/2012	---	---	---	---	---	---	---	---	---	---	<55	<110	---
	9/14/2012 Dup	---	---	---	---	---	---	---	---	---	---	210	140	---
	9/24/2013	---	---	---	---	---	---	---	---	---	---	1,300	1,300	---
	9/24/2013 Dup	---	---	---	---	---	---	---	---	---	---	320	330	---
	9/29/2014	---	---	---	---	---	---	---	---	---	---	1,300	1,400	---
	9/23/2015	---	---	---	---	---	---	---	---	---	---	86	<100	---
	10/4/2016	---	---	---	---	---	---	---	---	---	---	6,100	5,500	---
	10/10/2017	---	---	---	---	---	---	---	---	---	---	6,700	6,300	---
9/26/2018	---	---	---	---	---	---	---	---	---	---	20,000	22,000	---	
9/19/2019	---	---	---	---	---	---	---	---	---	---	710	720	---	
9/29/2020	---	---	---	---	---	---	---	---	---	---	9,400	10,000	---	
9/29/2021	---	---	---	---	---	---	---	---	---	---	8,500	8,700	---	
9/14/2022	---	---	---	---	---	---	---	---	---	---	320	<510	---	
8/17/2023	---	---	---	---	---	---	---	---	---	---	1,100	88	---	
MW-2 **	11/8/1999	<0.5	<0.5	<0.5	<0.5	---	---	---	---	<5.0	<50	<50	<250	ND
	11/8/99 Dup	<0.5	<0.5	<0.5	<0.5	---	---	---	---	<5.0	<50	---	---	---
	6/8/2000	<0.50	<0.50	<0.50	<0.50	---	---	---	---	<5.0	<50	170 ^{uu}	<500	ND
	6/8/2000 Dup	<0.50	<0.50	<0.50	<0.50	---	---	---	---	<5.0	<50	<50	<500	ND
	9/18/2000	<0.50	<0.50	<0.50	<0.50	---	---	---	---	2.0	<50	<50	<500	ND
	9/18/2000 Dup	<0.50	<0.50	<0.50	<0.50	---	---	---	---	2.1	<50	<50	<500	ND
	12/21/2000	<0.50	<0.50	<0.50	<0.50	---	---	---	---	<5.0	<50	240 ^{uu}	3,700	---
	12/21/2000 Dup	<0.50	<0.50	<0.50	<0.50	---	---	---	---	<5.0	<50	200 ^{uu}	4,000	---
	2/27/2001	<0.50	<0.50 (0.86*)	<0.50	<0.50	---	---	---	---	<5.0	<50	56 ^{uu}	1,100	---
	2/27/2001 Dup	<0.50	<0.50	<0.50	<0.50	---	---	---	---	<5.0	<50	71 ^{uu}	1,400	---
	12/13/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	2.2	<50	61 ^{uu}	<300	---
	3/20/2006	<0.50	<0.50	<0.50	<0.50	---	---	---	---	2.2	<50	65 ^u	650	---
	6/27/2006	<0.50	<0.50	<0.50	<0.50	---	---	---	---	2.2	<50	<50	<300	---

Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	2.0	<50	<50	<300	----
	4/10/2007	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/24/2007	----	----	----	----	----	----	----	----	----	----	<50	430 ^g	----
	9/24/2007 Dup	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	3/7/2008	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	3/7/2008 Dup	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/8/2008	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	3/17/2009	----	----	----	----	----	----	----	----	----	----	<50	350	----
	3/17/2009 Dup	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/29/2009	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/29/2009 Dup	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/17/2010	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/17/2010 Dup	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	10/28/2011	----	----	----	----	----	----	----	----	----	----	69	430	----
	9/14/2012	----	----	----	----	----	----	----	----	----	----	<53	<110	----
	9/24/2013	----	----	----	----	----	----	----	----	----	----	<54	370	----
	9/29/2014	----	----	----	----	----	----	----	----	----	----	<52	<100	----
	9/29/2014 Dup	----	----	----	----	----	----	----	----	----	----	<53	<110	----
	9/23/2015	----	----	----	----	----	----	----	----	----	----	<52	<100	----
	10/4/2016	----	----	----	----	----	----	----	----	----	----	140	230	----
	10/10/2017	----	----	----	----	----	----	----	----	----	----	680	2700	----
	9/26/2018	----	----	----	----	----	----	----	----	----	----	150	270	----
	9/26/2018 Dup	----	----	----	----	----	----	----	----	----	----	200	810	----
	9/19/2019	----	----	----	----	----	----	----	----	----	----	<48	<96	----
	9/19/2019 Dup	----	----	----	----	----	----	----	----	----	----	<49	<97	----
	9/29/2020	----	----	----	----	----	----	----	----	----	----	<50	<500	----
	9/29/2020 Dup	----	----	----	----	----	----	----	----	----	----	<50	<500	----
	9/29/2021	----	----	----	----	----	----	----	----	----	----	<50	<500	----
	9/29/2021 Dup	----	----	----	----	----	----	----	----	----	----	<50	<500	----
	9/14/2022	----	----	----	----	----	----	----	----	----	----	<51	<510	----
	9/14/2022 Dup	----	----	----	----	----	----	----	----	----	----	<53	<530	----
	8/17/2023	----	----	----	----	----	----	----	----	----	----	<47	<47	----
	8/17/2023 Dup	----	----	----	----	----	----	----	----	----	----	<47	<47	----
MW-3 **	11/8/1999	<0.5	<0.5	<0.5	<0.5	----	----	----	----	<5.0	<50	170 ^c	<250	ND
	6/8/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	<50	<500	ND
	9/18/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	2.1	<50	<50	<500	ND
	12/21/2000	<0.50	<0.50	<0.50 (0.97 ^a)	<0.50	----	----	----	----	<5.0	<50	<50	<500	----
	2/27/2001	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	<50	<500	----
	12/13/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	1.9	<50	<50	<300	----
	3/21/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	<50	<300	----
	6/28/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	<50	<300	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	<50	<300	----
	4/11/2007	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/25/2007	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	3/8/2008	----	----	----	----	----	----	----	----	----	----	72 ^f	<300	----
	9/9/2008	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	3/17/2009	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/30/2009	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/17/2010	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	10/28/2011	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/14/2012	----	----	----	----	----	----	----	----	----	----	<54	<110	----
	9/24/2013	----	----	----	----	----	----	----	----	----	----	<55	<110	----
	9/29/2014	----	----	----	----	----	----	----	----	----	----	<51	<100	----
	9/25/2015	----	----	----	----	----	----	----	----	----	----	<50	<100	----
	10/4/2016	----	----	----	----	----	----	----	----	----	----	160	270	----

Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
	10/10/2017	----	----	----	----	----	----	----	----	----	----	790	1100	----
	9/26/2018	----	----	----	----	----	----	----	----	----	----	230	340	----
	9/19/2019	----	----	----	----	----	----	----	----	----	----	<49	<98	----
	9/29/2020	----	----	----	----	----	----	----	----	----	----	<51	<510	----
	9/29/2021	----	----	----	----	----	----	----	----	----	----	<50	<500	----
	9/14/2022	----	----	----	----	----	----	----	----	----	----	<51	<510	----
	8/17/2023	----	----	----	----	----	----	----	----	----	----	74	<47	----
MW-4*	9/3/1999	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.5	<50	100	----	----
	6/8/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	80 ^y	<50	<500	5.2 ^{up}
	9/18/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<1.0	<50	<50	<500	ND
	12/21/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	<50	<500	----
	2/27/2001	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	<50	<500	----
	12/14/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	<0.50	<50	<50	----	----
	3/21/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	<50	<300	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	<50	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.5	<50	<50	----	----
	4/11/2007	----	----	----	----	----	----	----	----	<0.5	----	----	----	----
	9/24/2007	----	----	----	----	----	----	----	----	----	----	----	----	----
MW-5	12/14/2005	<0.83	<0.83	<0.83	<0.83	<17	<0.83	<0.83	<0.83	180	<83	<50	----	----
	12/14/2005 Dup	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	0.52	180	<50	<50	----	----
	3/21/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	910	<50	78	<300	----
	3/21/2006 Dup	<0.50	<0.50	<0.50	<0.50	----	----	----	----	870	<50	----	----	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	320	<50	210 ^{yy}	----	----
	6/27/2006 Dup	<0.50	<0.50	<0.50	<0.50	----	----	----	----	690	<50	----	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	430	<50	<50	----	----
	9/11/2006 Dup	<0.50	<0.50	<0.50	<0.50	----	----	----	----	510	<50	----	----	----
	4/11/2007	----	----	----	----	----	----	----	----	110	----	----	----	----
	4/11/2007 Dup	----	----	----	----	----	----	----	----	100	----	----	----	----
	9/25/2007	----	----	----	----	<14	----	----	----	200	----	----	----	----
	9/25/2007 Dup	----	----	----	----	<14	----	----	----	130	----	----	----	----
	3/7/2008	----	----	----	----	32	----	----	----	460	----	----	----	----
	3/7/2008 Dup	----	----	----	----	<170	----	----	----	960	----	----	----	----
	9/8/2008	----	----	----	----	<25	----	----	----	290	----	----	----	----
	9/8/2008 Dup	----	----	----	----	<25	----	----	----	390	----	----	----	----
	9/30/2009	----	----	----	----	<25	----	----	----	130	----	----	----	----
	9/30/09 Dup	----	----	----	----	<33	----	----	----	200	----	----	----	----
	9/17/2010	<0.50	<0.50	<0.50	<0.50	<83	----	----	----	470	----	----	----	----
	9/17/2010 Dup	<0.50	<0.50	<0.50	<0.50	<100	----	----	----	680	----	----	----	----
	10/28/2011	----	----	----	----	<100	----	----	----	130	----	----	----	----
	10/28/2011 Dup	----	----	----	----	<100	----	----	----	40	----	----	----	----
	9/14/2012	----	----	----	----	63	----	----	----	570	----	----	----	----
	9/14/2012 Dup	----	----	----	----	44	----	----	----	460	----	----	----	----
	9/24/2013	----	----	----	----	<100	----	----	----	230	----	----	----	----
	9/24/2013 Dup	----	----	----	----	<100	----	----	----	230	----	----	----	----
	9/29/2014	----	----	----	----	<200	----	----	----	720	----	----	----	----
	9/29/2014 Dup	----	----	----	----	<200	----	----	----	750	----	----	----	----
	9/23/2015	----	----	----	----	<20	----	----	----	600	----	----	----	----
	10/4/2016	----	----	----	----	<400 D	----	----	----	710	----	----	----	----
	10/10/2017	----	----	----	----	<20	----	----	----	170	----	----	----	----
	9/26/2018	----	----	----	----	44	----	----	----	550	----	----	----	----
	9/26/2018 Dup	----	----	----	----	<200	----	----	----	240	----	----	----	----
	9/19/2019	----	----	----	----	<100	----	----	----	190	----	----	----	----
	9/19/2019 Dup	----	----	----	----	<100	----	----	----	190	----	----	----	----
	9/29/2020	----	----	----	----	<20	----	----	----	280	----	----	----	----
	9/29/2020 Dup	----	----	----	----	<20	----	----	----	280	----	----	----	----

Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
	9/29/2021	----	----	----	----	<200	----	----	----	230	----	----	----	----
	9/29/2021 Dup	----	----	----	----	<200	----	----	----	230	----	----	----	----
	9/14/2022	----	----	----	----	<20	----	----	----	200	----	----	----	----
	9/14/2022 Dup	----	----	----	----	<20	----	----	----	280	----	----	----	----
	8/17/2023	----	----	----	----	<1.0	----	----	----	61	----	----	----	----
	8/17/2023 Dup	----	----	----	----	<1.0	----	----	----	61	----	----	----	----
MW-6*	12/14/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	<0.50	<50	<50	----	----
	3/20/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	<50	<300	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	0.7	<50	<50	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	0.6	<50	<50	----	----
	4/11/2007	----	----	----	----	----	----	----	----	0.7	----	----	----	----
	9/25/2007	----	----	----	----	<10	----	----	----	0.6	----	----	----	----
	9/9/2008	----	----	----	----	<10	----	----	----	0.6	----	----	----	----
	9/30/2009	----	----	----	----	<10	----	----	----	< 0.5	----	----	----	----
MW-7*	12/15/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	0.59	<50	<50	----	----
	3/20/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	<50	<300	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	1.0	<50	<50	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	1.2	<50	<50	----	----
	4/11/2007	----	----	----	----	----	----	----	----	1.0	----	----	----	----
	9/25/2007	----	----	----	----	<10	----	----	----	0.8	----	----	----	----
	9/9/2008	----	----	----	----	<10	----	----	----	0.8	----	----	----	----
	9/30/2009	----	----	----	----	<10	----	----	----	< 0.5	----	----	----	----
MW-8**	12/15/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	58	<50	<50	----	----
	3/20/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	37	<50	78	<300	----
	6/28/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	16	<50	61 ⁷	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	33	<50	55 ⁷	----	----
	4/11/2007	----	----	----	----	----	----	----	----	61	----	----	----	----
	9/25/2007	----	----	----	----	<10	----	----	----	32	----	----	----	----
	3/7/2008	----	----	----	----	<10	----	----	----	48	----	----	----	----
	9/9/2008	----	----	----	----	<10	----	----	----	69	----	----	----	----
	9/29/2009	----	----	----	----	< 10	----	----	----	51	----	----	----	----
	9/17/2010	<0.50	<0.50	<0.50	<0.50	<10	----	----	----	78	----	----	----	----
	10/28/2011	----	----	----	----	<10	----	----	----	36	----	----	----	----
	9/14/2012	----	----	----	----	7.2	----	----	----	24	----	----	----	----
	9/24/2013	----	----	----	----	<10	----	----	----	65	----	----	----	----
	9/29/2014	----	----	----	----	<20	----	----	----	9.7	----	----	----	----
	9/23/2015	----	----	----	----	<20	----	----	----	16	----	----	----	----
	10/4/2016	----	----	----	----	<20	----	----	----	22	----	----	----	----
	10/10/2017	----	----	----	----	<20	----	----	----	160	----	----	----	----
	9/26/2018	----	----	----	----	<20	----	----	----	0.59	----	----	----	----
	9/19/2019	----	----	----	----	<20	----	----	----	5.3	----	----	----	----
	9/29/2020	----	----	----	----	<20	----	----	----	5.8	----	----	----	----
	9/29/2021	----	----	----	----	<20	----	----	----	3.6	----	----	----	----
	9/14/2022	----	----	----	----	<10	----	----	----	3.8	----	----	----	----
	8/17/2023	----	----	----	----	<1.0	----	----	----	49	----	----	----	----
MW-9*	12/14/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	<0.50	<50	<50	----	----
	3/21/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	52	<300	----
	6/28/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	<50	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.5	<50	<50	----	----
	4/11/2007	----	----	----	----	----	----	----	----	<0.5	----	----	----	----
	9/24/2007	----	----	----	----	----	----	----	----	----	----	----	----	----
MW-10*	12/14/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	<0.50	<50	<50	----	----
	3/21/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	83	<300	----

Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
	3/21/2006 Dup	----	----	----	----	----	----	----	----	----	----	120	<300	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	68 ^y	----	----
	6/27/2006 Dup	----	----	----	----	----	----	----	----	----	----	62 ^y	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.5	<50	76 ^{y,z}	----	----
	9/11/2006 Dup	----	----	----	----	----	----	----	----	----	----	<50	----	----
	4/10/2007	----	----	----	----	----	----	----	----	----	----	55 ^y	----	----
	9/24/2007	----	----	----	----	----	----	----	----	----	----	---	----	----
Field Equipment Blank	6/8/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	----	----	----
	9/18/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<1.0	<50	----	----	----
	12/21/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	----	----	----
	2/27/2001	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	----	----	----
	3/20/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	<50	<300	----
	4/11/2007	----	----	----	----	----	----	----	----	<0.5	<50	<300	----	----
	9/24/2007	----	----	----	----	----	----	----	----	---	----	<50	<300	----
	9/25/2007	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	3/7/2008	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/8/2008	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/9/2008	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	3/17/2009	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/17/2010	<0.5	<0.5	<0.5	<0.5	<10	----	----	----	<0.5	----	----	----	----
	9/14/2012	----	----	----	----	<4	----	----	----	<0.5	----	----	----	----
	9/24/2013	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
9/29/2014	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----	
Trip Blank	11/8/1999	<0.5	<0.5	<0.5	<0.5	----	----	----	----	<5.0	<50	----	----	----
	6/8/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	----	----	----
	9/18/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<1.0	<50	----	----	----
	12/21/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	----	----	----
	2/27/2001	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	----	----	----
	12/14/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	<0.50	<50	----	----	----
	3/20/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	----	----	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	----	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	----	----	----
	4/11/2007	----	----	----	----	----	----	----	----	<0.5	----	----	----	----
	9/25/2007	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/8/2008	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/30/2008	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/17/2010	<0.5	<0.5	<0.5	<0.5	<10	----	----	----	<0.5	----	----	----	----
	10/28/2011	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/14/2012	----	----	----	----	<4	----	----	----	<0.5	----	----	----	----
	9/24/2013	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/29/2014	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----
	9/23/2015	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----
	10/4/2016	----	----	----	----	---	----	----	----	---	----	----	----	----
	10/10/2017	----	----	----	----	---	----	----	----	---	----	----	----	----
	9/26/2018	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----
	9/19/2019	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----
9/29/2020	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----	
9/29/2021	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----	
9/14/2022	----	----	----	----	<10	----	----	----	<1.0	----	----	----	----	
8/17/2023	----	----	----	----	<1.0	----	----	----	<1.0	----	----	----	----	
ESL - DW		1.0	40	30	20	12	NE	NE	NE	5.0	100	100	100	
ESL - NDW		46	130	43	100	18,000	NE	NE	NE	1,800	500	640	640	

Notes:

ug/L = micrograms per liter

D = Dilution factor on sample increased reporting limit.

Benzene analyzed following U.S. EPA Method 8020, 8021B or 8260B

Toluene analyzed following U.S. EPA Method 8020, 8021B or 8260B

Ethylbenzene analyzed following U.S. EPA Method 8020, 8021B or 8260B

Xylenes analyzed following U.S. EPA Method 8020, 8021B or 8260B (concentration reported is total of m,p- and o-xylenes).

tBA = tert-Butyl Alcohol analyzed following U.S. EPA Method 8260B

DIPE = Isopropyl Ether analyzed following U.S. EPA Method 8260B

EtBE = Ethyl tert-Butyl Ether analyzed following U.S. EPA Method 8260B

tAME = Methyl tert-Amyl Ether analyzed following U.S. EPA Method 8260B

MtBE = Methyl tert-Butyl Ether analyzed following U.S. EPA Method 8260A or 8260B

TPH-G = Total Petroleum Hydrocarbons as Gasoline analyzed following modified EPA Method 8015

TPH-D = Total Petroleum Hydrocarbons as Diesel analyzed following modified EPA Method 8015 and prepared with silica gel clean-up

TPH-MO = Total Petroleum Hydrocarbons as Motor Oil analyzed following modified EPA Method 8015 and prepared with silica gel clean-up

PNA = Polynuclear Aromatic Hydrocarbons analyzed following U.S. EPA Method 8270A

ESL-DW = San Francisco Regional Water Quality Control Board Environmental Screening Level for sites where groundwater is a current or potential drinking water source, Table F-1a, May 2008

ESL-NDW = San Francisco Regional Water Quality Control Board Environmental Screening Level for sites where groundwater is not a current or potential drinking water source, Table F-1b, May 2008

Dup = Duplicate sample

<n = Not detected above the laboratory reporting limit of n ug/L

ND = Not detected above laboratory reporting limits for respective individual compounds

NF = Well not found

NE = Not established

---- = Not analyzed

^a = Heavier gasoline range compounds are significant, chromatogram possibly shows aged gasoline pattern.

^b = Medium boiling point pattern that does not match diesel, chromatogram possibly shows aged kerosene pattern.

^c = Diesel range compounds are significant; no recognizable pattern.

ⁿ = Heavier hydrocarbons contributed to the quantitation.

^l = Lighter hydrocarbons contributed to the quantitation.

^y = Sample exhibits chromatographic pattern which does not resemble standard

z = Sample analyzed outside EPA Method's holding time

bp = bis (2-Ethylhexyl) phthalate concentration reported

^g = Hydrocarbon reported in the gasoline range does not match laboratory's gasoline standard

ndp = Hydrocarbon reported does not match the pattern of laboratory's diesel standard

ldr = Hydrocarbon reported is in the late diesel range, and does not match laboratory's diesel standard

* = Analyzed following U.S. EPA Method 8260A

Bold = Current groundwater monitoring event

Italicized = Concentration exceeds the respective ESL-DW

Underline = Concentration exceeds the respective ESL-NDW

= Discontinued sampling groundwater monitoring well per approval from Alameda County Water District; MW-4, MW-9 and MW-10 were destructed on May 2, 2008

= Well sampled annually per approval from Alameda County Water District.

**UNION SANITARY DISTRICT
CHECK REGISTER
01/13/2024-02/02/2024**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
186473	1/25/2024	114	800545.14	ZOVICH CONSTRUCTION	CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$2,748,438.31	\$2,748,438.31
186398	1/18/2024	114	800532.19	W.M. LYLES CO	MP - AERATION BASIN MODIFICATIONS	\$2,175,055.38	\$2,175,055.38
186488	2/1/2024	143	800452.20	CLARK CONSTRUCTION GROUP CA LP	STANDBY POWER SYSTEM UPGRADE	\$291,271.11	\$291,271.11
186474	1/25/2024	114	800546.14E	ZOVICH CONSTRUCTION	CAMPUS BUILDINGS (ADMIN, FMC, OPS) - ESCROW	\$144,654.65	\$144,654.65
186399	1/18/2024	114	800532.19E	W.M. LYLES CO	MP - AERATION BASIN MODIFICATIONS - ESCROW	\$114,476.60	\$114,476.60
186469	1/25/2024	143	800558.2	W.M. LYLES CO	PLANT MISCELLANEOUS IMPROVEMENTS	\$108,899.98	\$108,899.98
186386	1/18/2024	110	1796201	POLYDYNE INC	45,040 LBS CLARIFLOC C-6267	\$89,787.24	\$102,246.62
	1/18/2024	110	1796637		45,000 LBS CLARIFLOC C-6267	\$12,459.38	
186432	1/25/2024	110	936312	HASA INC	4607 GALS SODIUM HYPOCHLORITE	\$14,505.21	\$88,057.67
	1/25/2024	110	936315		4640 GALS SODIUM HYPOCHLORITE	\$14,609.11	
	1/25/2024	110	936574		4840 GALS SODIUM HYPOCHLORITE	\$15,238.81	
	1/25/2024	110	936959		4458 GALS SODIUM HYPOCHLORITE	\$14,036.08	
	1/25/2024	110	936960		4851 GALS SODIUM HYPOCHLORITE	\$15,273.45	
	1/25/2024	110	937374		4572 GALS SODIUM HYPOCHLORITE	\$14,395.01	
186522	2/1/2024	143	800558.3	W.M. LYLES CO	PLANT MISCELLANEOUS IMPROVEMENTS	\$83,427.47	\$83,427.47

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186393	1/18/2024	110	470016087	USP TECHNOLOGIES	1944 GALS HYDROGEN PEROXIDE	\$9,175.68	\$57,621.76
	1/18/2024	110	470016090		2022 GALS HYDROGEN PEROXIDE	\$9,543.84	
	1/18/2024	110	470016245		4136 GALS HYDROGEN PEROXIDE	\$19,521.92	
	1/18/2024	110	470016355		4106 GALS HYDROGEN PEROXIDE	\$19,380.32	
186375	1/18/2024	114	122834	KBM-HOGUE	ETSU PHASE 1 - CAMPUS BLDG FURNITURE PLANNING, SELECTION, PI	\$53,449.45	\$53,449.45
186495	2/1/2024	110	937537	HASA INC	4848 GALS SODIUM HYPOCHLORITE	\$15,264.00	\$45,804.60
	2/1/2024	110	937747		4849 GALS SODIUM HYPOCHLORITE	\$15,267.15	
	2/1/2024	110	938431		4851 GALS SODIUM HYPOCHLORITE	\$15,273.45	
186376	1/18/2024	110	9017814523	KEMIRA WATER SOLUTIONS INC	47,520 LBS FERROUS CHLORIDE	\$11,394.44	\$45,407.47
	1/18/2024	110	9017815546		47,800 LBS FERROUS CHLORIDE	\$11,394.44	
	1/18/2024	110	9017815547		47,280 LBS FERROUS CHLORIDE	\$11,366.05	
	1/18/2024	110	9017816207		46,940 LBS FERROUS CHLORIDE	\$11,252.54	
186486	2/1/2024	143	11505099	BROWN & CALDWELL CONSULTANTS	DIGESTER EFFICIENCY EVALUATION	\$34,177.65	\$34,177.65
186401	1/18/2024		533620231222	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - DEC 2023	\$33,768.83	\$33,768.83
186519	2/1/2024	110	470016575	USP TECHNOLOGIES	2904 GALS HYDROGEN PEROXIDE	\$13,706.88	\$33,247.68
	2/1/2024	110	470016592		4140 GALS HYDROGEN PEROXIDE	\$19,540.80	
186467	1/25/2024	170	914813	VINCENT ELECTRIC MOTOR CO	COGEN 2 GENERATOR BUSS BAR TRIP 11-2023	\$23,952.88	\$23,952.88
186379	1/18/2024	173	30780FF	LOOKINGPOINT INC	SQL SERVER AZURE HIGH AVAILABILITY	\$3,215.50	\$22,921.50
	1/18/2024	173	30781FF		VMWARE NETWORK REDUNDANCY - VPC	\$19,706.00	

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186385	1/18/2024	170	761520240102	PACIFIC GAS AND ELECTRIC	SERV TO 12/25/23 NEWARK PS	\$22,184.50	\$22,184.50
186490	2/1/2024	173	10720793720	DELL MARKETING LP C/O DELL USA	20 - OPTIPLEX 3000	\$20,098.40	\$20,098.40
186461	1/25/2024	143	81528	TESCO CONTROLS INC	SWITCHBOARD NO. 3 AND MCC NO. 25 EQUIPMENT	\$18,000.00	\$18,000.00
186466	1/25/2024	122	181836	VALLEY OIL COMPANY	4491 GALS UNLEADED 10% ETHANOL GAS	\$17,918.38	\$17,918.38
186471	1/25/2024	143	226308	WOODARD & CURRAN INC	ALVARADO INFLUENT VALVE BOX REHABILITATION	\$7,410.00	\$16,818.75
	1/25/2024	143	228851		ALVARADO BASIN CAPACITY & CONDITION	\$7,546.25	
	1/25/2024	143	228853		ALVARADO BASIN CAPACITY & CONDITION	\$1,862.50	
186364	1/18/2024	143	44901	CAROLLO ENGINEERS	PLANT MISCELLANEOUS IMPROVEMENTS	\$16,770.44	\$16,770.44
186373	1/18/2024	150	201180133	HAZEN AND SAWYER	CO-DIGESTION FEASIBILITY STUDY NOV 2023	\$15,035.00	\$15,035.00
186470	1/25/2024	120	52689	WECO INDUSTRIES LLC	1 TRANSPORTER 6" WHEELS	\$14,417.61	\$14,417.61
186492	2/1/2024	173	389	FORMULA DESIGN	PUBLIC WEBSITE HOSTING & MAINTENANCE	\$13,877.00	\$13,877.00
186448	1/25/2024	170	013720240111	PACIFIC GAS AND ELECTRIC	SERV TO 01/04/24 BOYCE RD PS	\$2,961.75	\$13,155.12
	1/25/2024	170	096020240108		SERV TO 01/01/24 CATHODIC PROJECT	\$45.83	
	1/25/2024	170	140120240112		SERV TO 01/03/24 IRVINGTON PS	\$8,599.41	
	1/25/2024	170	380420240108		SERV TO 01/01/24 CHERRY ST PS	\$586.94	
	1/25/2024	170	666720240108		SERV TO 01/01/24 PASEO PADRE PS	\$557.64	
	1/25/2024	170	898220240108		SERV TO 01/01/24 FREMONT PS	\$403.55	
186402	1/25/2024	170	2000840194	AECOM TECHNICAL SERVICES INC	HAZMAT CONSULTING SERVICES	\$12,726.04	\$12,726.04
186487	2/1/2024	143	45789	CAROLLO ENGINEERS	PLANT MISCELLANEOUS IMPROVEMENTS	\$12,156.41	\$12,156.41

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186506	2/1/2024	110	1801029	POLYDYNE INC	42,740 LBS CLARIFLOC WE-539	\$11,833.64	\$11,833.64
186497	2/1/2024	110	9017817349	KEMIRA WATER SOLUTIONS INC	47,160 LBS FERROUS CHLORIDE	\$11,209.97	\$11,209.97
186499	2/1/2024		374322240201	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - FEB 2024	\$9,559.80	\$9,559.80
186475	2/1/2024	170	2000839355	AECOM TECHNICAL SERVICES INC	HAZMAT CONSULTING SERVICES	\$9,446.44	\$9,446.44
186421	1/25/2024	170	20233307	COMPACTOR MANAGEMENT COMPANY	HEADWORKS RAG COMPACTOR MAINTENANCE	\$350.00	\$7,795.80
	1/25/2024	110	20233316		HAULING AND DISPOSAL OF SEWER DEBRIS	\$7,445.80	
186450	1/25/2024	130	14062628	PFM ASSET MANAGEMENT LLC	INVESTMENT MANAGEMENT / ADVISORY SERVICES	\$7,102.96	\$7,102.96
186384	1/18/2024	170	106727	MUNIQUEP, LLC	1 IPS PUMP SEAL	\$6,781.59	\$6,781.59
186366	1/18/2024		80563	COLLICUTT ENERGY SERVICES INC	1 BLOCK HEATER	\$532.92	\$6,387.93
	1/18/2024	170	80665		PUMP STATION GENERATOR FUEL AND AIR FILTERS	\$5,855.01	
186356	1/18/2024	170	4017274120240105	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 11/03/2023 - 01/03/24 - FREMONT	\$5,480.11	\$6,045.59
	1/18/2024	170	4017275220240105		SERVICE PERIOD: 11/03/2023 TO 01/03/24	\$423.76	
	1/18/2024	170	4017420220240105		SERV TO: 01/04/24 - FREMONT BLVD	\$66.08	
	1/18/2024	170	4088644120231222		SERV: 10/21/2023 TO 12/21/23 - BOYCE ROAD	\$75.64	
186477	2/1/2024	173	107348	AQUATIC INFORMATICS INC	WIMS ANNUAL SUUPORT	\$5,505.00	\$5,505.00
186407	1/25/2024		19018	APGN INC	12 FILTERS	\$4,794.44	\$4,794.44
186400	1/18/2024	114	222987	WOODARD & CURRAN INC	USD - STORAGE VOLUME MODELING ANALYSIS	\$4,461.25	\$4,461.25

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186372	1/18/2024	172	9929449248	GRAINGER INC	ASTD PARTS & MATERIALS	\$428.27	\$4,333.46
	1/18/2024	170	9929680792		CREDIT: ASTD PARTS & MATERIALS	\$-155.34	
	1/18/2024	170	9931419940		ASTD PARTS & MATERIALS	\$1,245.52	
	1/18/2024	170	9931763842		ASTD PARTS & MATERIALS	\$44.60	
	1/18/2024		9932913453		ASTD PARTS & MATERIALS	\$455.41	
	1/18/2024		9932913461		ASTD PARTS & MATERIALS	\$845.44	
	1/18/2024	171	9933108384		ASTD PARTS & MATERIALS	\$32.75	
	1/18/2024	171	9933415763		ASTD PARTS & MATERIALS	\$8.37	
	1/18/2024	170	9934879777		ASTD PARTS & MATERIALS	\$98.71	
	1/18/2024		9935934001		ASTD PARTS & MATERIALS	\$1,035.02	
	1/18/2024	170	9936520213		ASTD PARTS & MATERIALS	\$294.71	
186433	1/25/2024	173	21069475	INFOR PUBLIC SECTOR, INC	HANSEN CONSLTING SERVICES	\$4,275.00	\$4,275.00
186439	1/25/2024		518237	LUBRICATION ENGINEERS INC	OIL	\$426.12	\$4,085.35
	1/25/2024		518303		2 DRUM OIL	\$3,659.23	
186482	2/1/2024		BOCHWR	BENEFIT COORDINATORS CORP	DELTA DENTAL AND VSP STMT - FEB 2024	\$3,754.25	\$3,754.25
186378	1/18/2024	132	257460	LIEBERT CASSIDY WHITMORE	NOR CAL EMPLOY RELATIONS CONSORTIUM MEMBERSHIP	\$3,670.00	\$3,670.00
186463	1/25/2024	122	158201	TRI-SIGNAL INTEGRATION INC	ANNUAL FIRE HYDRANT SERVICE AGREEMENT 12/31/23-12/30/24	\$1,876.25	\$3,495.25
	1/25/2024	122	158282		FIRE PROTECTION SERVICE - MONITORING AGREEMENT 01/01/24-03/31/24	\$400.00	
	1/25/2024	122	158283		FIRE PROTECTION SERVICE - UL CERTIFICATE	\$1,219.00	

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186509	2/1/2024	170	106705	PRIME MECHANICAL SERVICE INC	MONTHLY MAINTENANCE BLDGS 81, 90, 54 - DEC 23	\$992.00	\$3,469.00
	2/1/2024	170	106715		ANNUAL COIL CLEANING	\$1,385.00	
	2/1/2024	170	106716		MONTHLY MAINTENANCE BLDGS 53-80 - DEC 23	\$1,092.00	
186494	2/1/2024	170	99126394	H & E EQUIPMENT SERVICES INC	EQUIPMENT RENTAL 11/29/2023 -	\$3,346.30	\$3,346.30
186479	2/1/2024		37930	ARCO MURRAY	REFUND # 60854	\$3,300.00	\$3,300.00
186485	2/1/2024	121	401156	BRENNTAG PACIFIC INC	1276 LBS SODIUM HYDROXIDE	\$1,097.88	\$3,283.73
	2/1/2024	121	401157		2552 LBS SODIUM HYDROXIDE	\$2,185.85	
186382	1/18/2024	122	19969225	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$30.64	\$3,197.21
	1/18/2024	170	19971251		ASTD PARTS & MATERIALS	\$228.08	
	1/18/2024	170	19973455		ASTD PARTS & MATERIALS	\$104.80	
	1/18/2024	122	19979857		ASTD PARTS & MATERIALS	\$42.05	
	1/18/2024	170	20074075		ASTD PARTS & MATERIALS	\$44.62	
	1/18/2024	122	20130558		ASTD PARTS & MATERIALS	\$588.68	
	1/18/2024	122	20152012		ASTD PARTS & MATERIALS	\$363.98	
	1/18/2024		20300936		ASTD PARTS & MATERIALS	\$1,540.88	
	1/18/2024	170	20433280		ASTD PARTS & MATERIALS	\$88.11	
	1/18/2024	122	20436959		ASTD PARTS & MATERIALS	\$165.37	
186523	2/1/2024	121	52761	WECO INDUSTRIES LLC	FREIGHT FOR LOANER CAMERA	\$173.27	\$3,135.95
	2/1/2024	121	52762		INSTALL LED LIGHTS TO CCTV CAMERA	\$2,962.68	

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186388	1/18/2024	141	20240110	QUADIENT INC	POSTAGE BY PHONE - TMS 8060344	\$3,000.00	\$3,000.00
186408	1/25/2024		5180284204	ARAMARK	UNIFORM LAUNDERING & RUGS	\$549.24	\$2,906.92
	1/25/2024		5180288877		UNIFORM LAUNDERING & RUGS	\$598.48	
	1/25/2024		5180288878		UNIFORM LAUNDERING SERVICE	\$599.71	
	1/25/2024		5180291762		UNIFORM LAUNDERING & RUGS	\$495.28	
	1/25/2024		5180291763		UNIFORM LAUNDERING SERVICE	\$570.22	
	1/25/2024	122	5180291764		ASTD DUST MOPS, WET MOPS & TERRY	\$93.99	
186395	1/18/2024	170	914808	VINCENT ELECTRIC MOTOR CO	REPAIR GENERATOR 2 AND 3 SYNC ISSUES	\$2,881.00	\$2,881.00
186357	1/18/2024		5300470	ALL INDUSTRIAL ELECTRIC SUPPLY	6 EXIT LIGHTS	\$2,745.18	\$2,745.18
186445	1/25/2024		20231201	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - DEC 2023	\$2,735.66	\$2,735.66
186413	1/25/2024	170	55580	CALCON SYSTEMS	PLANT FLOW METER CALIBRATIONS 2023	\$2,680.00	\$2,680.00
186489	2/1/2024	144	3759342	DAILY JOURNAL CORPORATION	AD: CHRISTMAS FATS OILS AND GREASE	\$530.00	\$2,673.82
	2/1/2024	143	3762124		FY 23 CAST IRON/PIPING LINING - PHASE IX	\$1,636.32	
	2/1/2024	143	3762125		FY 23 CAST IRON/PIPING LINING - PHASE IX	\$507.50	
186516	2/1/2024		49554	TRENCHFREE INC	REFUNDS # 60859	\$2,500.00	\$2,500.00
186434	1/25/2024	141	JBRR653	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - JAN 24	\$763.00	\$2,447.21
	1/25/2024	141	JCDP069		OFF-SITE STORAGE AND SERVICE - JAN 24	\$1,684.21	
186358	1/18/2024	150	635146	APWA AMERICAN PUBLIC WORKS	MEMBERSHIP RENEWAL: 12/1/23 - 11/30/24	\$2,253.50	\$2,253.50
186419	1/25/2024		188904409	COLORADO WASHINGTON INC COMCAST OF	FIBER INTERNET BACKUP - DEC 2023	\$2,010.71	\$2,010.71

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186503	2/1/2024		2401050194	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$90.06	\$1,991.88
	2/1/2024		2401050226		ASTD PARTS & MATERIALS	\$1,814.86	
	2/1/2024	170	2401050657		ASTD PARTS & MATERIALS	\$86.96	
186449	1/25/2024	144	20240118	ALEXANDER PAREDES	TRAVEL REIMB: CWEA P3S CONF-PER DIEM, AIRFARE, REG, LODGING	\$1,955.78	\$1,955.78
186406	1/25/2024	120	18062	AMERICAN DISCOUNT SECURITY	12/01/23 -12/29/23 GUARD AT DISTRICT	\$1,872.45	\$1,872.45
186416	1/25/2024	173	16329	CDW GOVERNMENT LLC	AZURE USAGE FOR OCTOBER 2023	\$533.37	\$1,804.78
	1/25/2024	173	66287		BLOWER 11 SFP PORTS	\$1,271.41	
186462	1/25/2024		44701	THE CONSTRUCTION ZONE LLC	TRAFFIC CONTROL	\$1,787.01	\$1,787.01
186387	1/18/2024	122	106672	PRIME MECHANICAL SERVICE INC	QUARTERLY MAINTENANCE - BLDGS 70, 82, 83 - DEC 23	\$1,780.00	\$1,780.00
186444	1/25/2024		17482	MUNICIPAL MAINT EQUIPMENT INC	10 MANHOLE HOOKS	\$1,737.89	\$1,737.89
186502	2/1/2024	171	2512636	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - JAN 2023	\$1,635.19	\$1,635.19
186424	1/25/2024	120	20240122	CWEA	5 CERT & 5 MEMBERSHIP RENEWALS - CS 10 EMPLOYEES	\$1,615.00	\$1,615.00
186460	1/25/2024		441859675	TERMINIX COMMERCIAL	PEST CONTROL	\$182.00	\$1,506.00
	1/25/2024		441861688		PEST CONTROL	\$148.00	
	1/25/2024		441861689		PEST CONTROL	\$1,176.00	

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186493	2/1/2024	122	9944294959	GRAINGER INC	ASTD PARTS & MATERIALS	\$103.57	\$1,499.39
	2/1/2024	122	9944501551		ASTD PARTS & MATERIALS	\$42.97	
	2/1/2024	170	9946030161		ASTD PARTS & MATERIALS	\$62.53	
	2/1/2024		9946500734		ASTD PARTS & MATERIALS	\$745.82	
	2/1/2024		9946744779		ASTD PARTS & MATERIALS	\$147.72	
	2/1/2024		9947028438		ASTD PARTS & MATERIALS	\$396.78	
186371	1/18/2024	144	20240117	MARIAN GONZALEZ	EXP REIMB: CWEA P3S CONF - REGISTRATION/LODGING/AIRFARE	\$1,427.25	\$1,427.25
186525	2/2/2024		20240122	STATE OF CALIFORNIA	SALES & USE TAX 10/01/23 - 12/31/2023	\$1,409.59	\$1,409.59
186425	1/25/2024		20231225	DALE HARDWARE INC	12/23 - ASTD PARTS & MATERIALS	\$1,354.36	\$1,354.36
186478	2/1/2024		5180294262	ARAMARK	UNIFORM LAUNDERING & RUGS	\$548.17	\$1,312.48
	2/1/2024		5180294263		UNIFORM LAUNDERING SERVICE	\$764.31	
186511	2/1/2024	111	1691135645	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: A. FARSAI	\$225.00	\$1,312.31
	2/1/2024	144	8201155431		SAFETY SHOES: M. LOTHIAN	\$225.00	
	2/1/2024	121	8201155672		SAFETY SHOES: T. MELLO	\$225.00	
	2/1/2024	111	8201155883		SAFETY SHOES: D. LORETO	\$225.00	
	2/1/2024	143	8202139		SAFETY SHOES: R. INGALLS	\$215.54	
	2/1/2024	143	8202140		SAFETY SHOES: L. PETROSYAN	\$196.77	

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186458	1/25/2024		762097285601	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAKROOM SUPPLIES	\$647.42	\$1,300.09
	1/25/2024		762097285602		JANITORIAL & BREAKROOM SUPPLIES	\$347.27	
	1/25/2024		762178451701		JANITORIAL & BREAKROOM SUPPLIES	\$45.12	
	1/25/2024		762208930701		JANITORIAL & BREAKROOM SUPPLIES	\$260.28	
186472	1/25/2024	143	5360	WORKSMART AUTOMATION INC	PLANT MISCELLANEOUS IMPROVEMENTS	\$1,295.00	\$1,295.00
186481	2/1/2024		2522605335	BANK OF NEW YORK	DEC 2023 SERVICE FEES	\$1,294.39	\$1,294.39
186430	1/25/2024	170	9932045918	GRAINGER INC	ASTD PARTS & MATERIALS	\$142.20	\$1,243.60
	1/25/2024	170	9940709158		ASTD PARTS & MATERIALS	\$448.23	
	1/25/2024		9941166390		ASTD PARTS & MATERIALS	\$631.33	
	1/25/2024	170	9943684655		ASTD PARTS & MATERIALS	\$21.84	
186420	1/25/2024	170	20240101	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,227.30	\$1,227.30
186438	1/25/2024	173	30819MSA	LOOKINGPOINT INC	LOOKINGPOINT NEXT CARE RENEWAL	\$1,225.00	\$1,225.00
186403	1/25/2024	170	5505034751	AIRGAS NCN	CYLINDER RENTAL	\$1,194.55	\$1,194.55
186501	2/1/2024		21056840	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$1,179.02	\$1,179.02
186514	2/1/2024		2181005001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$1,115.44	\$1,115.44
186442	1/25/2024	170	19599160	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$329.86	\$1,095.87
	1/25/2024		20727239		ASTD PARTS & MATERIALS	\$766.01	
186409	1/25/2024		21087117	AT&T	SERV: 12/10/23 - 01/09/24	\$1,065.39	\$1,065.39

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186428	1/25/2024	173	20240118	MICHAEL GILL	EXP REIMB: FIBER PATCH CORDS	\$689.84	\$1,049.84
	1/25/2024	173	20240118.1		EXP REIMB: EXTERNAL EMAIL MONITORING	\$360.00	
186363	1/18/2024	173	6006570166	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$626.66	\$1,044.41
	1/18/2024	173	6006571165		MTHLY MAINTENANCE BASED ON USE	\$417.75	
186515	2/1/2024	110	EAAM01241324	SWRCB - STATE WATER RESOURCES	ELAP AMENDMENT APPLICATION FEE	\$1,000.00	\$1,000.00
186414	1/25/2024	170	10010136089	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$994.32	\$994.32
186464	1/25/2024	170	20240101	CITY OF UNION CITY	ANNUAL FIRE OPERATIONAL PERMIT	\$993.00	\$993.00
186404	1/25/2024	120	16YQTC7KRVP	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$96.74	\$962.47
	1/25/2024	141	1777YP6G6NDN		ASTD OFFICE SUPPLIES	\$77.45	
	1/25/2024	144	1FJCKTFQQL3		ASTD OFFICE SUPPLIES	\$73.24	
	1/25/2024	120	1L7YNFP6R3YK		ASTD OFFICE SUPPLIES	\$185.04	
	1/25/2024	120	1YRPWHFR99WT		ASTD OFFICE SUPPLIES	\$530.00	
186383	1/18/2024	170	2401049790	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$406.69	\$935.52
	1/18/2024	170	2401049816		ASTD PARTS & MATERIALS	\$277.66	
	1/18/2024	170	2401049871		ASTD PARTS & MATERIALS	\$54.52	
	1/18/2024	170	2401050008		ASTD PARTS & MATERIALS	\$196.65	
186411	1/25/2024	173	605335	AVERTIUM LLC	VULNERABILITY SCANNER	\$911.00	\$911.00
186410	1/25/2024		1229615802	AT&T	SERV: 12/11/23 - 01/10/24	\$872.58	\$872.58
186480	2/1/2024		2910406807	AT&T	SERV: 01/11/24 - 02/10/24	\$872.58	\$872.58

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186456	1/25/2024	132	53967	SLOAN SAKAI YEUNG & WONG LLP	SPECIAL COUNSEL SERVICES	\$858.00	\$858.00
186415	1/25/2024	143	45574	CAROLLO ENGINEERS	PRIMARY DIGESTER NO. 8 FEASIBILITY STUDY	\$855.36	\$855.36
186453	1/25/2024	170	423333	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$825.28	\$825.28
186390	1/18/2024	120	12312023	STATE BOARD OF EQUALIZATION	STORAGE TANK MAINT FEE 2023	\$809.00	\$809.00
186443	1/25/2024	170	240157	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - JAN 2024	\$772.91	\$772.91
186484	2/1/2024	143	20240129	CURTIS BOSICK	EXP REIMB: EMERGING LEADER TRAINING-LODGING, PER DIEM, SHUT	\$768.41	\$768.41
186381	1/18/2024	113	2312942	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$654.00	\$752.50
	1/18/2024	113	2312C59		LAB SAMPLE ANALYSIS	\$98.50	
186440	1/25/2024		5789575	MALLORY SAFETY AND SUPPLY LLC	60 PR GLOVES	\$257.04	\$647.79
	1/25/2024		5796412		CALIBRATION GAS	\$390.75	
186451	1/25/2024	141	1103295	QUADIENT INC	QUARTERLY LEASE FOR NEW POSTAGE MACHINE & ADD ONS, INC E-C	\$588.72	\$588.72
186429	1/25/2024	122	1841100207	GOODYEAR COMM TIRE & SERV CTRS	1 TIRE	\$563.57	\$563.57
186359	1/18/2024		5180286354	ARAMARK	UNIFORM LAUNDERING & RUGS	\$504.95	\$504.95
186355	1/18/2024		33761	ADORE HOMES INC	REFUND # 60835	\$500.00	\$500.00
186391	1/18/2024		49547	STREAMLINE PLUMBING & DRAIN	REFUND # 60828	\$500.00	\$500.00
186394	1/18/2024		30454	V & S BUILDERS	REFUND # 60821	\$500.00	\$500.00
186435	1/25/2024		49556	KING KONG PLUMBING	REFUND # 60841	\$500.00	\$500.00
186437	1/25/2024		37929	GEORGE LEE	REFUND # 60842	\$500.00	\$500.00
186454	1/25/2024		49570	JUAN ROSALES	REFUND # 60839	\$500.00	\$500.00

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186507	2/1/2024		49540	POWER PLUMBING & ROOTER	REFUND # 60852	\$500.00	\$500.00
186517	2/1/2024		49557	TRENCHFREE INC	REFUND # 60846	\$500.00	\$500.00
186524	2/1/2024		49404	HARRISON YUAN	REFUND # 60853	\$500.00	\$500.00
186417	1/25/2024	113	1904536324	CINTAS CORPORATION	3 JACKETS - BAUTISTA/JACKSON/LANZANTELLA-CRAIG	\$479.07	\$479.07
186360	1/18/2024	150	312291	BURKE, WILLIAMS & SORENSON LLP	GENERAL PERSONNEL - NOV 2023	\$465.92	\$465.92
186431	1/25/2024		3T5606	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$451.35	\$451.35
186468	1/25/2024	113	8814833124	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$122.45	\$404.88
	1/25/2024	113	8814931349		LAB SUPPLIES	\$282.43	
186500	2/1/2024	113	2310N87	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$380.00	\$380.00
186397	1/18/2024	113	8814908256	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$55.87	\$379.35
	1/18/2024		8814912226		LAB SUPPLIES	\$323.48	
186418	1/25/2024	150	28522	CITYLEAF INC	PLANT MAINTENANCE - JAN 2024	\$361.65	\$361.65
186521	2/1/2024		8815004410	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$342.86	\$342.86
186508	2/1/2024		192206	PREFERRED ALLIANCE INC	DEC 2023 SERVICE FEE	\$341.14	\$341.14
186361	1/18/2024		20240110	MARY GRACE CALANOG	TUITION REIMB: FALL 2023	\$337.13	\$337.13
186459	1/25/2024	170	244152	SWAGELOK NORTHERN CA	ASTD PARTS & MATERIALS	\$316.46	\$316.46
186423	1/25/2024	173	30700284	CORELOGIC INFORMATION SOLUTION	REALQUEST SWM RENEWAL	\$309.00	\$309.00
186496	2/1/2024	171	1926102011511	INTERSTATE ALL BATTERY CENTER	1 BATTERY	\$307.22	\$307.22
186427	1/25/2024	123	27848	FREMONT RECYCLING & TRANSFER	1.67 TON GREEN WASTE & .16 TON MSW COMMERCIAL	\$275.00	\$275.00

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186380	1/18/2024		517615	LUBRICATION ENGINEERS INC	GREASE	\$267.38	\$267.38
186367	1/18/2024	170	134664	CORE & MAIN LP	ASTD PARTS & MATERIALS	\$265.80	\$265.80
186510	2/1/2024	122	31400G	R & S ERECTION OF S ALAMEDA	ROLL UP DOOR REPAIRS	\$255.25	\$255.25
186369	1/18/2024	143	31497	DANOC MANUFACTURING	SAFETY JACKET - LUSINE PETROSYAN	\$140.28	\$251.21
	1/18/2024	143	31498		1 WATERPROOF PARKA - LEON	\$110.93	
186452	1/25/2024	170	496469	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$250.68	\$250.68
186377	1/18/2024	132	20240111	KATHLEEN KING	EXP REIMB: SHRM ANNUAL MEMBERSHIP	\$244.00	\$244.00
186498	2/1/2024	173	1200925	KRONOS SAASHR INC	CREDIT: UKG READY TESTING ACCOUNTS	\$-83.26	\$221.24
	2/1/2024	173	12158441		UKG READY TESTING ACCOUNTS OVERAGE	\$42.00	
	2/1/2024	173	12165314		UKG READY TESTING ACCOUNTS OVERAGE	\$43.50	
	2/1/2024	173	12175231		UKG READY TESTING ACCOUNTS OVERAGE	\$54.00	
	2/1/2024	173	12177442		UKG READY TESTING ACCOUNTS OVERAGE	\$55.50	
	2/1/2024	173	12188274		UKG READY TESTING ACCOUNTS OVERAGE	\$54.00	
	2/1/2024	173	12192359		UKG READY TESTING ACCOUNTS OVERAGE	\$55.50	
186396	1/18/2024	111	20240110	KAHOU VONG	EXP REIMB: MEMBERSHIP - CWEA	\$221.00	\$221.00
186436	1/25/2024	113	20240122	CHRISTINA LANZATELLA-CRAIG	EXP REIMB: METC GROUP TRAINING - PER DIEM	\$207.00	\$207.00
186447	1/25/2024	132	124344	OCCU-MED LTD	2 EMPLOYMENT MEDICAL EVALUATIONS	\$200.00	\$200.00
186446	1/25/2024	122	245038	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$132.55	\$198.62
	1/25/2024	122	245039		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$66.07	

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186412	1/25/2024	111	27400300	BECK'S SHOES	SAFETY SHOES: K. VONG	\$189.29	\$189.29
186426	1/25/2024	120	240104281101	DIRECT LINE TELERESPONSE	AFTER HOURS CALL SERVICE WITH DIRECT LINE TELE RESPONSE	\$185.00	\$185.00
186476	2/1/2024	111	1CP37H69MMTQ	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$27.12	\$177.63
	2/1/2024	110	1K76NC4DKX6V		ASTD OFFICE SUPPLIES	\$150.50	
	2/1/2024	120	1PQ3GKNN4FDM		CREDIT: ASTD OFFICE SUPPLIES	\$-14.38	
	2/1/2024	120	1RLH7N4QJYPN		ASTD OFFICE SUPPLIES	\$14.39	
186504	2/1/2024	170	20240125	CHRIS PACHMAYER	EXP REIMB: RECOG EVENT FOR FMC	\$173.79	\$173.79
186457	1/25/2024	141	20231231	SPOK INC	JAN 2024 PAGER SERVICE	\$168.69	\$168.69
186465	1/25/2024	136	98XW53523	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 12/30/23	\$140.78	\$140.78
186512	2/1/2024		126401	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE FEB 2024	\$139.90	\$139.90
186370	1/18/2024	120	20240111	MICHAEL DELA ROSA	EXP REIMB: SWRCB RENEWAL FEE	\$112.00	\$112.00
186455	1/25/2024	113	20240124	JOHN SEO	EXP REIMB: CWEA LAB ANALYST 3 CERTIFICATION RENEWAL	\$108.00	\$108.00
186513	2/1/2024	170	85340220240123	SAN FRANCISCO WATER DEPT	SERVICE 12/2023 - 01/19/24	\$76.55	\$76.55
186441	1/25/2024	113	2312G98	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$72.50	\$72.50
186422	1/25/2024	132	81559677	CONCENTRA MEDICAL CENTERS	1 DOT PHYSICAL	\$72.00	\$72.00
186505	2/1/2024	114	20240123	RIC PIPKIN	EXP REIMB: SAFETY RECOGNITION ETSU	\$67.56	\$67.56
186483	2/1/2024	120	18569720	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$63.76	\$63.76
186518	2/1/2024	136	98XW53014	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/06/24	\$32.90	\$62.90
	2/1/2024	136	98XW53253		SHIPPING CHARGES W/E 06/24/23	\$30.00	

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186491	2/1/2024	111	20240123	AUSTIN FARSAI	EXP REIMB: SAFETY INSOLES	\$60.00	\$60.00
186368	1/18/2024	136	300014345	CSMFO - CALIF SOCIETY OF	MEMBERSHIP - V. HOLSLAG	\$55.00	\$55.00
186405	1/25/2024	120	17JGK1V36MLT	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$50.82	\$50.82
186362	1/18/2024	132	701162	STATE OF CALIFORNIA	1 NEW HIRE FINGERPRINT	\$32.00	\$32.00
186392	1/18/2024	136	98XW53513	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 12/23/23	\$30.00	\$30.00
186374	1/18/2024	132	20240111	JAVIER HERNANDEZ	REIMB LIVESCAN PRE-EMPLOYMENT	\$25.00	\$25.00
186389	1/18/2024	171	20240116	AARON SHONG	EXP REIMB: MILEAGE FOR CALL-OUT	\$24.25	\$24.25
186520	2/1/2024		9953047244	VERIZON WIRELESS	WIRELESS SERV 12/02/23-01/01/24	\$21.08	\$21.08
186365	1/18/2024	170	20240112	PETE CHAPARRO	EXP REIMB: MILEAGE FOR CALL OUT	\$17.29	\$17.29

Invoices:

Credit Memos :	3	-252.98
\$0 - \$1,000 :	170	54,448.74
\$1,000 - \$10,000 :	65	208,951.65
\$10,000 - \$100,000 :	37	788,375.95
Over \$100,000 :	6	5,582,796.03
Total:	281	6,634,319.39

Checks:

\$0 - \$1,000 :	77	29,846.96
\$1,000 - \$10,000 :	62	181,391.56
\$10,000 - \$100,000 :	25	738,038.22
Over \$100,000 :	7	5,685,042.65
Total:	171	6,634,319.39

Judge in wealthy Calif. enclave bans all remodels, upgrades until new housing plans move forward

By [Jillian D'Onfro](#) Jan 19, 2024



An aerial view of Wilshire Boulevard in Beverly Hills, Calif. on March 23, 2020.
Carolyn Cole/Los Angeles Times

A Los Angeles County judge just upped the ante in one city's sluggish approach to building affordable housing.

Beverly Hills has failed to progress plans for state-mandated new development and, as a result, Judge Curtis A. Kin blocked the city from issuing any other kinds of building permits at all, according to the Los Angeles Times. That means there

would be no more residential remodels or upgrades until the city of Beverly Hills submits a blueprint for housing plans that pass state muster, per the Times.

For now, permits are still being processed as officials appeal the decision, the Times reported, but if the ruling moves forward, it could be a drastic wake-up call for the city and its residents.

Development consultant Andrew Slocum told the Times that he expects the “pain” of stalled permits to spur real change.

“The minute someone goes in there and they do not issue permits, it’ll be wildfire through the developer, the builder, the contractor community,” Slocum said. “It’s unheard of.”

Kin’s ruling is a particularly extreme rebuke of Beverly Hills’ housing failures, but the city is far from the only wealthy enclave that’s bristled at the state’s housing mandates.

Last year, the Bay Area town of Atherton generated heaps of angst and hand-wringing from residents — including, famously, Steph Curry — when it pushed forward a plan that would create 348 additional housing units by 2031 as mandated by the state. When the state demanded revisions to Atherton’s proposal, some residents suggested revolting against state requirements altogether. The town is infamous for, year after year, containing the wealthiest zip code in the US.

Residents in Hillsborough, meanwhile, suggested fulfilling the technicalities but not the spirit of the state’s housing requirement by building segregated housing for developmentally disabled adults, as SFGATE previously reported.

Other areas that have resisted development and failed to get a plan approved by the state are finding themselves subject to “builder’s remedy,” which allows developers to flout existing zoning codes as long as they set aside 20% of the planned units for lower income residents, according to CalMatters.

The threat of the builder’s remedy has already proved effective for pushing through new agreements in Santa Monica.

For Beverly Hills, the specter of a moratorium on new pools or bathroom revamps might just be enough to stop the city from “continuing to drag its feet.”

The Mercury News

Raw sewage in creeks? Sunnyvale and Mountain View argue in court the Clean Water Act should not apply to them

Environmental groups say cities' tactics in court could increase pollution



Stevens Creek near a Google building in Mountain View, Calif., on Friday, Jan. 19, 2024. Lawyers for the cities of Mountain View and Sunnyvale argued in a pollution case that Stevens Creek wasn't eligible for protection from pollution under the federal Clean Water Act. (Shae Hammond/Bay Area News Group)



By [PAUL ROGERS](#) | progers@bayareanewsgroup.com | Bay Area News Group

PUBLISHED: January 22, 2024 at 5:55 a.m. | UPDATED: January 22, 2024 at 6:31 a.m.

When it comes to the environment, Sunnyvale and Mountain View have a pretty green image, spending millions on bike lanes, solar energy and electric vehicle charging stations.

But their tactics in an ongoing court case — in which their lawyers claimed major Bay Area creeks should not be protected from pollution under the federal Clean Water Act — are raising eyebrows among environmentalists.

“It’s disappointing,” said Eric Buescher, an attorney for San Francisco Baykeeper, a nonprofit group that works to reduce pollution in San Francisco Bay. “We think the cities should be better stewards of the streams and creeks they are charged with protecting.”

The Clean Water Act is one of America’s landmark environmental laws. Passed by Congress in 1972, it prohibits the discharge of pollutants like chemicals, sewage, garbage and toxic waste into creeks, rivers, lakes and bays without a federal permit.

In 2020, Baykeeper sued Sunnyvale and Mountain View, saying they have been violating the Clean Water Act for years by discharging raw sewage and polluted stormwater into creeks, sending bacteria pollution to levels more than 50 times legal limits.

The group tested water samples and found dangerous levels of E. coli, fecal coliform and other pollutants in Stevens Creek, Calabazas Creek, Sunnyvale East Channel and Guadalupe Slough, all of which empty into San Francisco Bay where people swim and boat.

Like other cities in the Bay Area, both Sunnyvale and Mountain View treat their sewage at wastewater plants before releasing it into the bay. But the suits claimed that miles of aging underground clay sewer pipes throughout the two cities are cracked and leaking untreated sewage into storm drain systems, which empty into the creeks.

In September 2022, U.S. District Court Judge Edward Davila in San Jose agreed. He ruled that the cities had violated the Clean Water Act. They faced millions in potential fines and penalties.

But the following summer, the U.S. Supreme Court issued a major ruling of its own. In a 5-4 decision written by Justice Samuel Alito, the court limited the federal government’s ability to regulate pollution under the Clean Water Act.

The court ruled in favor of an Idaho couple, Chantell and Michael Sackett, who sued the U.S. Environmental Protection Agency when the agency told them they needed to obtain a permit to fill a wetland on their 1-acre property to build a house.

The Supreme Court ruled that wetlands only qualify for protection under the Clean Water Act if they have a “continuous surface connection” to larger bodies of water like streams, lakes or bays. Environmental groups and California officials blasted the decision, which developers had sought for years, saying it could mean millions of acres of wetlands nationwide could lose protection.

Seeing an opportunity, Mountain View and Sunnyvale asked Judge Davila for a second chance.

In a brief last July, Melissa Thorne, a Sacramento attorney hired by the cities, along with Sunnyvale City Attorney John Nagel and Jennifer Logue, Mountain View's assistant city attorney, argued that the Supreme Court ruling "fundamentally changes the landscape of this case."

They argued that because Stevens Creek, Calabazas Creek and the Sunnyvale East Channel run dry for some parts of the year, the creeks don't have a continuous connection with San Francisco Bay and should not fall under the Clean Water Act. They went further, embracing an argument that Justice Clarence Thomas had pushed, but which was not endorsed by the conservative majority, that only bodies of water that boats can navigate should be bound by the law's pollution protections.

In December, Davila rejected their arguments. He noted that the creeks are tributaries of San Francisco Bay, which is protected under the Clean Water Act, and as such, the creeks are covered too, even under the Supreme Court's recent narrowing of the law. He scheduled an August trial to determine other issues in the case and potential fines.

Environmental groups called the cities' tactics an unseemly attempt to avoid having to pay to upgrade their sewer pipes and storm drain systems.

"Stevens Creek is a major waterway for wildlife, fish and public recreation," said Katja Irvin, conservation chair for the Sierra Club's Guadalupe Group. "It's significant and we should do everything we can to protect it. If we said the Clean Water Act didn't apply to streams like this, that would make it really, really hard to clean up nearly any streams in the Bay Area. You have to hold polluters accountable."

The cities say the court arguments don't mean they want to weaken environmental safeguards. In a written statement, Jennifer Garnett, a Sunnyvale spokeswoman, and Brian Babcock, a Mountain View spokesman, said:

"The briefs that the cities of Sunnyvale and Mountain View filed last summer were not intended to suggest that the water quality and beneficial uses of our local creeks and channels are not to be protected. We do not take and have never taken that position. Rather, the intent was to ensure that the correct laws are applied to these waterways based on a new U.S. Supreme Court decision at that time."

In 2022, officials with the San Francisco Bay Regional Water Quality Control Board issued a new stormwater permit for more than 80 Bay Area cities and local government agencies. The board put in tougher rules for Mountain View and Sunnyvale than other cities, saying they must conduct regular water testing on their creeks, submit annual reports and meet water quality standards by 2027.

“We continue to take water quality protection very seriously and are working diligently to identify sources of bacteria and control them where possible,” Garnett and Babcock said.

Buescher of Baykeeper said they need to do more.

“A lot of this is deferred maintenance,” he said. “The cities have decided they want to kick it down the road.”



Stevens Creek near a Google building in Mountain View, Calif., on Friday, Jan. 19, 2024. Lawyers for the cities of Mountain View and Sunnyvale argued in a pollution case that Stevens Creek wasn't eligible for protection from pollution under the federal Clean Water Act. (Shae Hammond/Bay Area News Group)