



**UNION SANITARY DISTRICT BOARD MEETING/
UNION SANITARY DISTRICT FINANCING AUTHORITY
AGENDA
Monday, December 11, 2023
Regular Meeting - 4:00 P.M.**

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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

- 1. Call to Order.

- 2. Salute to the Flag.

- 3. Roll Call.

- Motion 4. Approve Minutes of the Union Sanitary District Board Meeting of November 13, 2023.

- Motion 5. Approve Minutes of the Union Sanitary District Special Board Meeting of November 15, 2023.

- Motion 6. Approve Minutes of the Union Sanitary District Special Board Meeting of November 30, 2023.

- Motion 7. Operations Report:
 - a. October 2023 Monthly Operations Report *(to be reviewed by the Budget & Finance and Legal/Community Affairs Committees).*
 - b. Fiscal Year 2024 1st Quarter Managed Investment Portfolio Report from PFM *(to be reviewed by the Investment Portfolio Ad Hoc).*
 - c. Fiscal Year 2024 1st Quarter District-Wide Balanced Scorecard Measures *(to be reviewed by the Legal/Community Affairs Committee).*

- 8. Written Communications.

- 9. 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 10. Authorize the General Manager to Execute an Information Technology (IT) Support Contract with Halcyon Networks *(to be reviewed by the Engineering and Information Technology Committee).*

- Motion 11. Consider and Approve Three Resolutions for the Application for Clean Water State Revolving Fund Financial Assistance for the WAS Thickener Replacement Project *(to be reviewed by the Engineering and Information Technology Committee)*.
-
- Motion 12. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Siegel and Strain Architects for the Field Operations Building Improvements Project *(to be reviewed by the Engineering and Information Technology Committee)*.
-
- Motion 13. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with LookingPoint Inc for Network services for the Enhanced Treatment and Site Upgrade Phase 1A Campus Project *(to be reviewed by the Engineering and Information Technology Committee)*.
-
- Direction 14. Provide Direction Regarding the Start Time for Regular Meetings of the Board of Directors.
-
- Information 15. Fiscal Year 2023 Strategic Performance Annual Report *(to be reviewed by the Legal/Community Affairs Committee)*.
-
- Information 16. Legislative Update on Issues of Interest to the Board *(to be reviewed by the Legislative Committee)*.
-
- Information 17. Check Register.
-
- Information 18. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Investment Portfolio Ad Hoc – Wednesday, December 6, 2023, at 2:30 p.m.
 - Director Handley and Director Lathi
 - b. Legislative Committee – Thursday, December 7, 2023, at 10:30 a.m.
 - Director Fernandez and Director Toy
 - c. Budget & Finance Committee – Thursday, December 7, 2023, at 2:30 p.m.
 - Director Handley and Director Kite
 - d. Engineering and Information Technology Committee – Friday, December 8, 2023, at 10:00 a.m.
 - Director Fernandez and Director Toy
 - e. Legal/Community Affairs Committee – Friday, December 8, 2023, at 11:30 a.m.
 - Director Kite and Director Lathi
 - f. Personnel Committee – will not meet.
-
- Information 19. General Manager’s Report *(Information on recent issues of interest to the Board)*.
-
20. Other Business:
- a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
 - b. Scheduling matters for future consideration.
-
21. Adjournment – The Board will then adjourn to a Board Workshop to be held in the Boardroom on Monday, December 18, 2023, at 2:00 p.m.
-
22. Adjournment – The Board will then adjourn to the next Regular Board Meeting to be held in the Boardroom on Monday, January 8, 2024, at 4:00 p.m.
-



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

INVESTMENT/PORTFOLIO AD HOC MEETING
Committee Members: Director Handley and Director Lathi

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

AGENDA
Wednesday, December 6, 2023
2:30 P.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Items to be reviewed for the Regular Board meeting of December 11, 2023:

- Fiscal Year 2024 First Quarter Managed Investment and Portfolio Report from PFM
-

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.



USD TREAT
PROTECT
PRESERVE
est.1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

LEGISLATIVE COMMITTEE MEETING
Committee Members: Director Fernandez and Director Toy

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

AGENDA
Thursday, December 7, 2023
10:30 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 December 11, 2023:

- Legislative Update on Issues of Interest to the Board
-

5. Adjournment

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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, December 7, 2023
2:30 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.**

THE TELECONFERENCE LOCATION SHALL BE ACCESSIBLE TO THE PUBLIC.

1. Call to Order

2. Roll Call

3. Public Comment

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- Alvarado Conference Room
 - Teleconference Location
-

4. Items to be reviewed for the Regular Board meeting of December 11, 2023:

- October 2023 Monthly Operations Report – Financial Reports
-

5. Adjournment

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

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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, December 8, 2023
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 December 11, 2023:
 - Authorize the General Manager to Execute an Information Technology (IT) Support Contract with Halcyon Networks
 - Consider and Approve Three Resolutions for the Application for Clean Water State Revolving Fund Financial Assistance for the WAS Thickener Replacement Project
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Siegel and Strain Architects for the Field Operations Building Improvements Project
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with LookingPoint Inc for Network services for the Enhanced Treatment and Site Upgrade Phase 1A Campus Project

5. Adjournment

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

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Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Kite and Director Lathi

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

AGENDA

Friday, December 8, 2023

11:30 A.M.

Karen W. Murphy
Attorney

**Alvarado Conference Room
5072 Benson Road
Union City, CA 94587**

**THIS MEETING WILL BE TELECONFERENCED FROM THE FOLLOWING LOCATIONS:
STIRLING COURT NEAREST LAKE BOULEVARD, NEWARK, CALIFORNIA; THE GUEST
PARKING AREA LOCATED ON OCASO CAMINO, WEST OF AND CLOSEST TO THE
INTERSECTION OF PASEO PADRE PARKWAY IN 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 December 11, 2023:

- October 2023 Monthly Operations Report – Odor and Work Group Reports
 - Fiscal Year 2024 1st Quarter District-Wide Balanced Scorecard Measures
 - Fiscal Year 2023 Strategic Performance Annual Report
-

5. Adjournment

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

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

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING
AUTHORITY
November 13, 2023**

CALL TO ORDER

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

SALUTE TO THE FLAG

President Fernandez led the salute to the flag.

ROLL CALL

PRESENT: Manny Fernandez, President
Jennifer Toy, Vice President
Tom Handley, Secretary
Pat Kite, Director
Anjali Lathi, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Mark Carlson, Business Services Manager/CFO
Armando Lopez, Treatment and Disposal Services Manager
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
Chris Pachmayer, Fabrication Maintenance and Construction Coach
Shawn Negis, Collection Services Coach
Richard Thow, Customer Service Coach
Mitchell Costello, Treatment and Disposal Services Coach
Trieu Nguyen, IT Administrator
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITORS: Ahmed Badawi, Badawi and Associates, Certified Public Accountants
Jack Alcom, Tri-City Voice
Alice Johnson, League of Women Voters

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF
OCTOBER 23, 2023**

It was moved by Director Kite, seconded by Vice President Toy, to Approve the Minutes of the Board Meeting of October 23, 2023. Motion carried unanimously.

APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD MEETING OF OCTOBER 26, 2023

It was moved by Director Lathi, seconded by Secretary Handley, to Approve the Minutes of the Special Board Meeting of October 26, 2023. Motion carried unanimously.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

RECEIVE PRESENTATION OF THE FISCAL YEAR 2022/23 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND DIRECT STAFF TO FILE THE ACFR

This item was reviewed by the Audit Committee. Business Services Manager/CFO Carlson introduced Ahmed Badawi with Badawi and Associates, Certified Public Accountants, who presented an overview of the report and responded to Board questions. Staff recommended the Board direct staff to file the Fiscal Year 2022/23 Annual Comprehensive Financial Report.

General Manager Eldredge stated the Audit Committee requested the auditors provide more detailed information regarding the various tests performed throughout the audit process in the future.

It was moved by Director Kite, seconded by Vice President Toy, to Receive and File the Fiscal Year 2022/23 Annual Comprehensive Financial Report. Motion carried unanimously.

AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT CHANGE ORDER WITH ZOVICH CONSTRUCTION REGARDING OFFHAUL OF SOIL FOR THE ENHANCED TREATMENT AND SITE UPGRADE PROGRAM PHASE 1A CAMPUS BUILDING 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 Project to Zovich Construction on June 13, 2022. The Project will include significant grading and excavations for the new Campus Site which will generate an estimated 20,700 cubic yards of excess soil to be hauled offsite and disposed. Due to space constraints of the site, as excavations are performed the soil will need to be stockpiled, tested, and analyzed to confirm proper disposal methods prior to off haul and disposal. Prior to District ownership, the site was formerly used for a combination of industrial and residential uses. Pursuant to contract documents, Zovich is entitled to additional compensation for the cost of removing soil requiring disposal at a Class I landfill over the cost to dispose of soil at a Class II landfill. While staff continue to negotiate with Zovich for the reimbursement amount, the contract allows for the District to execute a unilateral change order to keep the Project progressing

and require Zovich to commence required work. Staff recommended the Board authorize the General Manager to execute contract change order No. 08 with Zovich Construction in the amount of \$211,685 for additional costs associated with off haul of soil for the Enhanced Treatment and Site Upgrade Program Phase 1A Campus Building Project.

It was moved by Vice President Toy, seconded by Secretary Handley, to Authorize the General Manager to Execute Contract Change Order No. 08 with Zovich Construction in the Amount of \$211,685 for Additional Costs Associated with Off Haul of Soil for the Enhanced Treatment and Site Upgrade Program Phase 1A Campus Building Project. Motion carried unanimously.

AUTHORIZE THE GENERAL MANAGER TO ENTER INTO A RENEWABLE ENERGY PRODUCT PURCHASE AND SALE AGREEMENT WITH ANEW ENVIRONMENTAL, LLC.

This item was reviewed by the Legal/Community Affairs Committee. Business Services Manager/CFO Carlson stated the District, as a producer of renewable energy through its methane powered cogeneration engines, would be eligible to participate in the sale of Renewable Energy Credits (REC's) on the open compliance markets. Anew is an aggregator of REC's and serves to bring together sellers and buyers of REC's in the compliance market. The District's cogeneration engines produce REC's with an estimated market value of between \$30,000 and \$40,000 annually. The key components of the proposed contract with Anew were outlined in the Board meeting packet. Staff recommended the Board authorize the General Manager to enter into a renewable energy product purchase and sale agreement with Anew Environmental, LLC and execute other documents necessary to effectuate the purchase and sale.

It was moved by Director Lathi, seconded by Secretary Handley, to Authorize the General Manager to Enter into a Renewable Energy Product Purchase and Sale Agreement with Anew Environmental, LLC and Execute Other Documents Necessary to Effectuate the Purchase and Sale. Motion carried unanimously.

INFORMATION ITEMS:

Status Report on Computer Purchase and Student Loan Program

This item was reviewed by the Budget & Finance Committee. Business Services Manager/CFO Carlson stated the Computer Purchase Loan Program has been utilized by District staff 405 times and there were 10 outstanding loans at the time the packet was published. The Student Loan Program has not been utilized since its inception.

Status of Priority 1 Capital Improvement Program Projects

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Chau stated the Board approved the Capital Improvement Program (CIP) budget of \$84,554,100 for planning, design, and construction of 34 CIP projects in June 2023. The Projects were ranked Priority 1, 2, or 3 based upon criteria prepared by staff and approved by the Executive Team. There were 20 projects ranked as Priority 1 for Fiscal Year 2024. The status of Priority 1 CIP Projects are reviewed by

the Executive Team at the end of each quarter and a copy of the status report was included in the Board meeting packet.

First Quarterly Report on the Capital Improvement Program for Fiscal Year 2024

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Chau stated first quarter expenditures for Fiscal Year 2024 were presented in graphs included in the Board meeting packet. The graphs depicted actual expenditures versus approved budget for Capacity Fund 90, Renewal and Replacement Fund 80, and for both funds combined. Total CIP expenditures for the first quarter were above cash flow estimates for the first quarter by approximately 1.8%.

First Quarterly Report on the Enhanced Treatment and Site Upgrade Program for Fiscal Year 2024

This item was reviewed by the Engineering and Information Technology Committee. Enhanced Treatment and Site Upgrade (ETSU) Program Manager Pipkin stated the ETSU Program Management Report for the first quarter of Fiscal Year 2024 was included in the Board meeting packet. The report provides an executive summary of the ETSU Program Status, and the Program Dashboard as shown on the District website at the time of publication.

Check Register

There were no questions regarding the check register.

COMMITTEE MEETING REPORTS:

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

GENERAL MANAGER'S REPORT:

- General Manager Eldredge provided a COVID update.
- Assemblymember Ortega will visit the District and tour the Plant on Monday, November 27, 2023. The Board was invited to attend.
- General Manager Eldredge will present to the Newark Rotary Club on November 28, 2023. The Board was invited to attend.
- The District's new FOG (Fats, Oils, and Grease) ad will be published in the Tri-City Voice November 14 and in the Argus November 17, 2023.
- The District will install new cameras in the parking lot to deter dumping and unwanted individuals from entering the parking lot after hours.
- General Manager Eldredge shared information regarding First Amendment Audits and stated staff will schedule a Board workshop for the Board to receive training on the topic.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 4:46 p.m. to a Special Board Meeting to be held in the Boardroom on Wednesday, November 15, 2023, at 4:00 p.m.

The Board will then adjourn to the next Regular Meeting to be held in the Boardroom on Monday, December 11, 2023, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

TOM HANDLEY
SECRETARY

APPROVED:

MANNY FERNANDEZ
PRESIDENT

Adopted this 11th day of December 2023

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
November 15, 2023**

CALL TO ORDER

President Fernandez called the special meeting to order at 4:00 p.m.

ROLL CALL

PRESENT: Manny Fernandez, President
Jennifer Toy, Vice President
Tom Handley, Secretary
Pat Kite, Director
Anjali Lathi, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Robert Simonich, Fabrication Construction and Maintenance Manager
Jose Rodrigues, Collection Services Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Chris Pachmayer, Fabrication Construction and Maintenance Coach
Gus Carrillo, Enhanced Treatment and Site Upgrade Assistant Program Manager

PUBLIC COMMENT

There was no public comment.

COMBINED BOARD WORKSHOP

General Manager Eldredge presented information regarding the following topics:

- Information Technology and Enhanced Treatment and Site Upgrade (ETSU) Program Staffing Resources
- Campus Furniture Update/General ETSU Update

ADJOURNMENT:

The special meeting was adjourned at approximately 5:34 p.m. to the next Regular Board Meeting to be held in the Boardroom on Monday, December 11, 2023, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

TOM HANDLEY
SECRETARY

APPROVED:

MANNY FERNANDEZ
PRESIDENT

Adopted this 11th day of December, 2023

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
November 30, 2023**

CALL TO ORDER

President Fernandez called the special meeting to order at 4:30 p.m.

ROLL CALL

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

ABSENT: Pat Kite, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Raymond Chau, Technical Services Manager
Curtis Bosick, Capital Improvement Projects Coach
Karen Murphy, District Counsel

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

The Union Sanitary District Board of Directors will adjourn to the following closed session:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One potential case)

There was no reportable action.

ADJOURNMENT:

The special meeting was adjourned at approximately 5:30 p.m. to the next Special Board Meeting to be held in the Boardroom on Tuesday, December 5, 2023, at 3:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

TOM HANDLEY
SECRETARY

APPROVED:

MANNY FERNANDEZ
PRESIDENT

Adopted this 11th day of December, 2023



Union Sanitary District

Monthly Operations Report
October 2023



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2023 MONTHLY OPERATIONS REPORT

The October 2023 Monthly Operations Reports highlights the District's performance in the following areas:

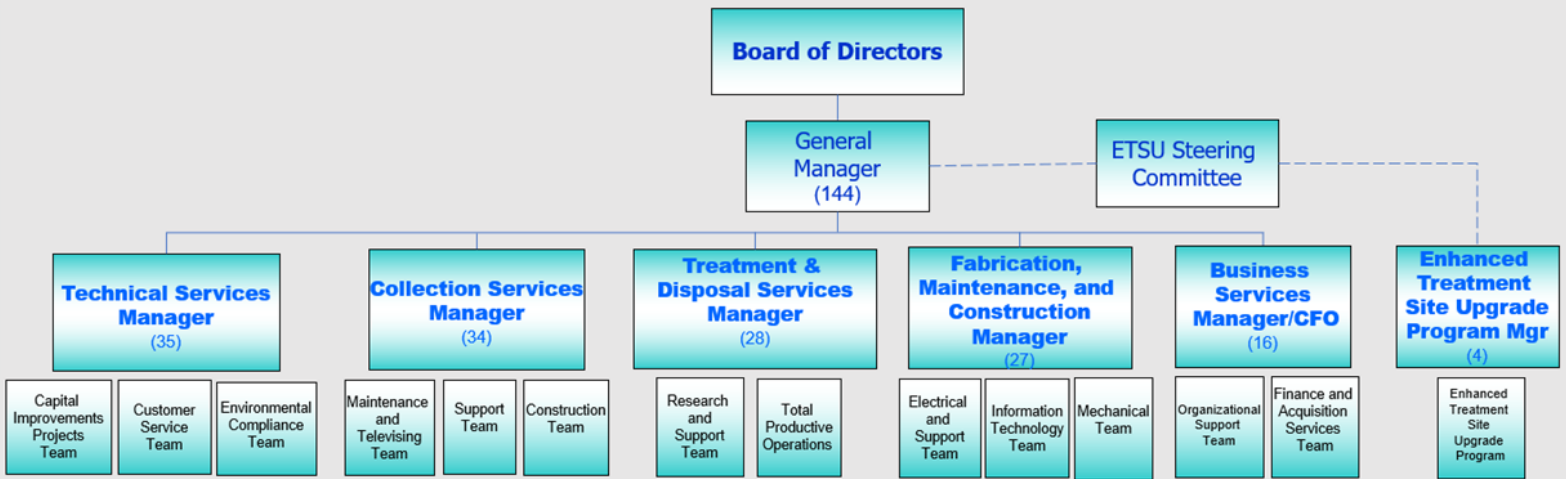
- **Organizational Overview**
- **Financial Reports**
 - Budget and Finance Report
 - Investment Portfolio
 - Portfolio Holdings by Asset Class and by Maturity Range
- **Customer Relations**
 - Odor Investigations and Response
 - Service Request and Response
 - Communication and Outreach
- **Plant Operations**
- **Maintenance Report**
 - Collection System
 - Plant and Pump Stations
 - Information Technology
- **Capital Improvement Projects (CIP) Report**
 - Current Construction Projects
 - Studies and Designs
- **Permitting and Inspections**
- **Staffing and Personnel**



Organizational Overview

2023 MONTHLY OPERATIONS REPORT

Union Sanitary District operates a 33-acre wastewater treatment facility in Union City and provides collection, treatment, and disposal services to a total population of over 356,000 in Fremont, Newark and Union City, California. The District maintains over 839 miles of underground pipeline in its service area.



Executive Team

Paul Eldredge	General Manager/District Engineer	Oversees District operations and liaison to the Board of Directors
Mark Carlson	Business Services/CFO	Includes Finance, Purchasing, Human Resources, and Safety
Jose Rodrigues	Collection Services	Maintains, and repairs the sewer lines and manholes throughout the service area
Raymond Chau	Technical Services	Permits and inspections, pretreatment program, and capital improvements
Armando Lopez	Treatment and Disposal Services	Operates the treatment plant, process and analyze wastewater samples
Robert Simonich	Fabrication, Maintenance, and Construction	Information technology, equipment installation, service, repair for the plant and pump stations



Financial Report

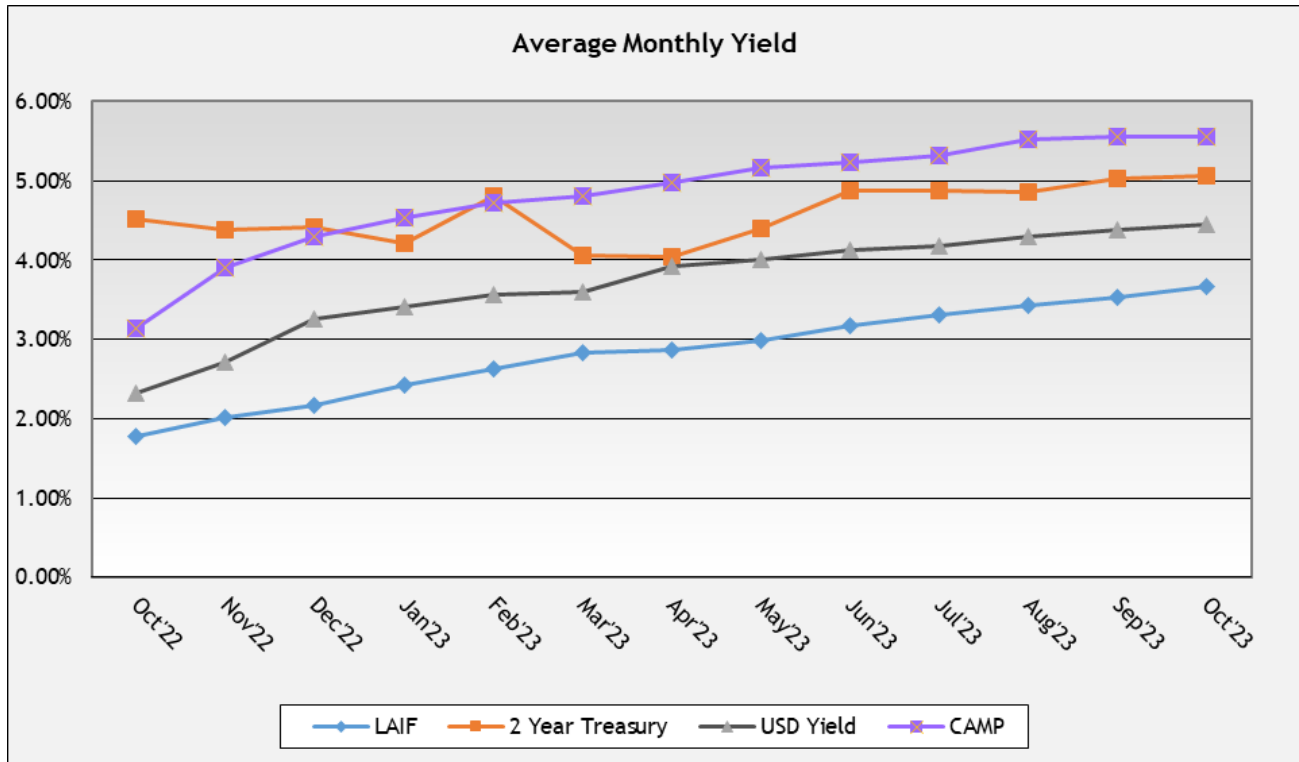
2023 MONTHLY OPERATIONS REPORT

Total Revenues and Expenditures

FY 2024	Year-to-date as of 10/31/2023		33% of year elapsed	Audited Last Year Actuals 6/30/23
Revenues				
	Budget	Actual	% of Budget Rec'd	
Capacity Fees	\$ 8,420,000	\$ 905,190	11%	\$ 7,371,192
Sewer Service Charges	84,200,000	1,081,362	1%	77,986,322
Operating (Includes work groups and fund 85)	1,353,500	321,806	24%	1,372,027
Interest	3,850,000	2,934,288	76%	5,736,464
Misc. (Annex fees, forfeited deposits)	11,276	819	7%	654,626
Subtotal Revenues	\$ 97,834,776	\$ 5,243,465	5%	\$ 93,120,631
SRF Funds Draw Down (Standby Power)	12,296,700	13,292,444	108.1%	-
Total Revenues + Bond Proceeds	\$ 110,131,476	\$ 18,535,909	17%	\$ 93,120,631
Expenses				
	Budget	Actual	% of Budget Used	Audited Last Year Actuals 6/30/23
Capital Improvement Program:				
Capacity Proj.	\$ 13,948,200	\$ 4,307,844	31%	\$ 10,249,515
Renewal & Repl. Proj.	70,605,900	16,268,266	23%	56,652,197
Operating (includes fund 85)	55,246,877	17,080,774	31%	49,798,555
Special Projects	4,154,384	131,622	3%	855,302
Retiree Medical (ADC)	1,475,000	129,397	9%	404,259
115 Pension Trust	6,400,000	-	0%	-
Vehicle & Equipment	187,300	72,135	39%	176,662
Information Systems	1,199,800	458,654	38%	542,449
Plant & Pump Stat. R&R	400,000	82,681	21%	308,301
Emerg. Fund	-	-	0%	-
Cty Fee for SSC Admin.	124,000	-	0%	112,512
Debt Servicing:				
SRF Loans	-	-	0%	-
Bonds	9,017,080	7,245,869	80%	8,964,016
WIFIA	17,000	-	0%	17,000
Debt Issuance	100,000	-	0%	-
Total Expenses	\$ 162,875,541	\$ 45,777,241	28%	\$ 128,080,768
Total Revenue & Proceeds less Expenses	\$ (52,744,065)	\$ (27,241,332)		(34,960,137)

Investment Portfolio

Performance Measures for the USD Investment Portfolio



	Jun'23	Jul'23	Aug'23	Sep'23	Oct'23
LAIF	3.17%	3.31%	3.43%	3.53%	3.67%
2 Year Treasury	4.87%	4.88%	4.85%	5.03%	5.07%
USD Yield	4.13%	4.18%	4.30%	4.38%	4.45%
CAMP	5.24%	5.31%	5.52%	5.55%	5.56%

LAIF: Local Agency Investment Fund Yield

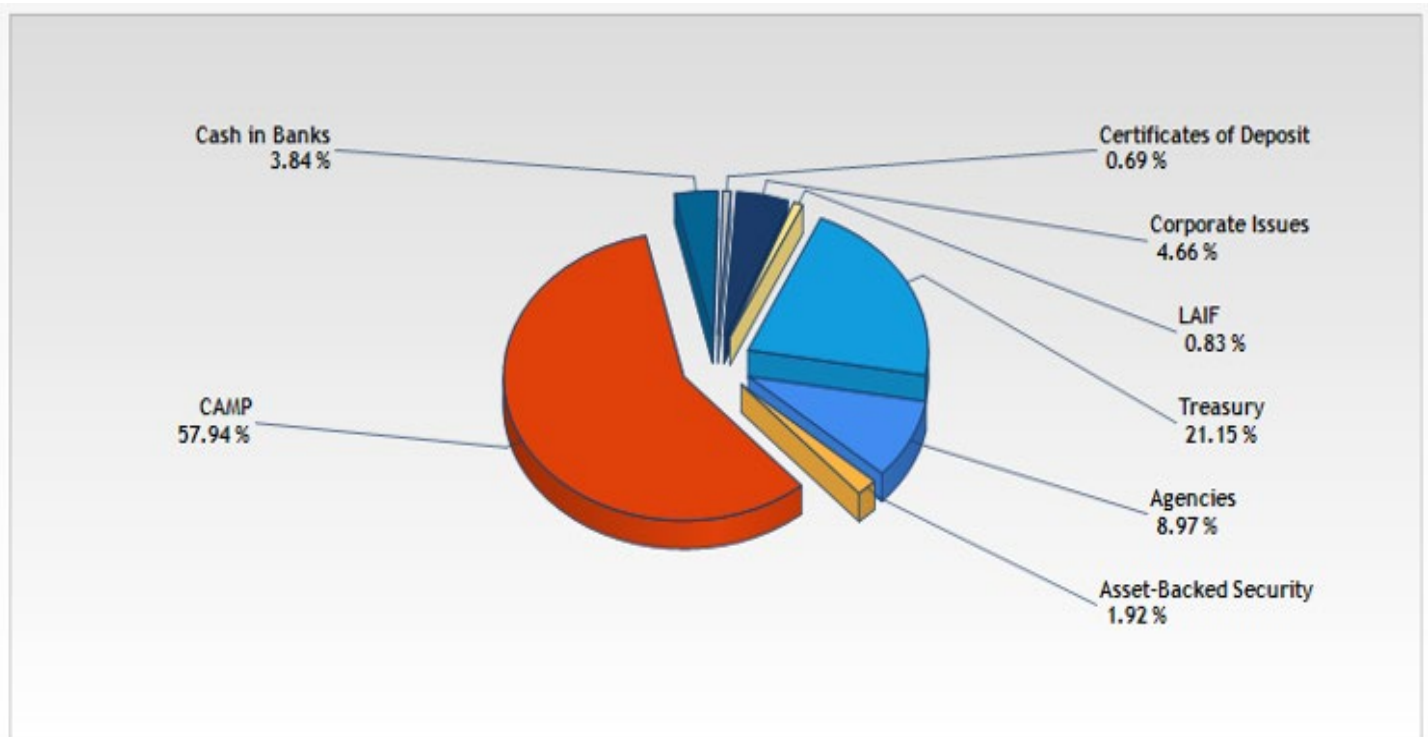
2 Year Treasury: Yield for investing in 2-Year U.S. Treasury security

USD Yield: Summarizes USD portfolio's yield

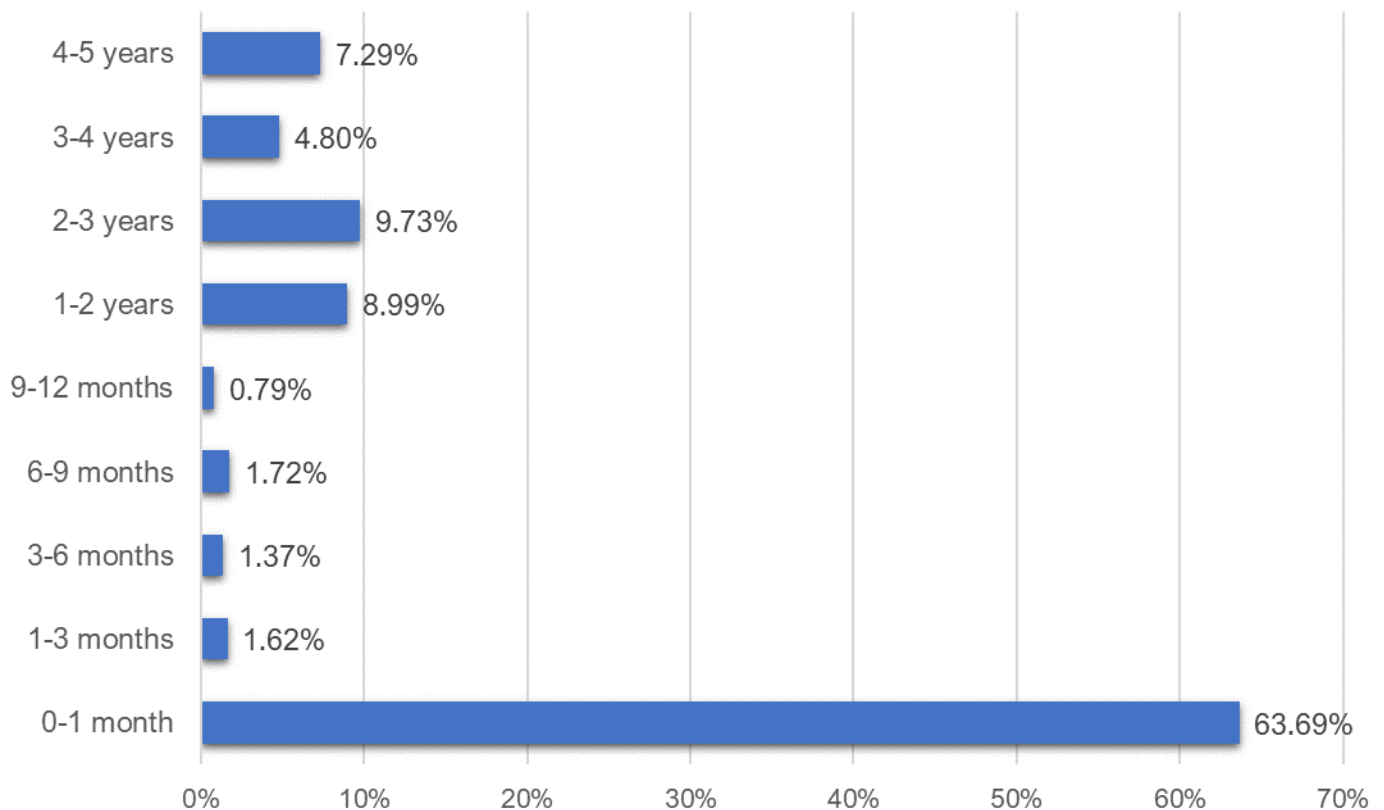
CAMP: California Asset Management Program Yield

Portfolio Holdings by Asset Class and by Maturity Range

Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



Union Sanitary District Odor Map and Report

During the recording period between October 1, 2023 through October 31, 2023, there were 2 odor related service request(s) received by the District.

City	Union City		
District Related:	No	Date/Time:	10/3/2023 8:29AM
Location:	Tamarack Drive	Reported by:	Saurabh Kapoor
Weather/Temp:	Sunny / 55°F	Wind:	Southwest / 1mph

Response and Follow-up: Caller reported smelling a foul odor both inside and outside their home. The caller claimed that the smell had been ongoing for a while but had recently gotten worse. A USD Trouble Call Inspector responded to the location. No smell was detected outside the property and no visual evidence of unsanitary or odor causing conditions were observed outside the property. The inspector checked both the U/S and D/S manholes. The sewer system was flowing normal with no sign of overflow or stoppage. The resident shared that the bathroom of the home was recently remodeled, and the odor goes away when showering.

Determined that odor is not related to the sewer system. Discussed findings with resident and left a Trap and Lateral Brochure.

City	Union City		
District Related:	No	Date/Time:	10/22/2023 4:30PM
Location:	Mackinaw Street	Reported by:	Sam Dua
Weather/Temp:	Raining / 64°F	Wind:	West / 10.1mph

Response and Follow-up: Customer called with an odor complaint citing the treatment plant as the source of the odor.

On and off-site investigation performed. On-site investigation found no odors from USD Plant, but an unknown smell at 31354 Mackinaw St. Possibly the smell of decay, but the source of the decay smell was not able to be identified.

The odor control system was working properly. At the time of the initial odor report, the tide level was high.

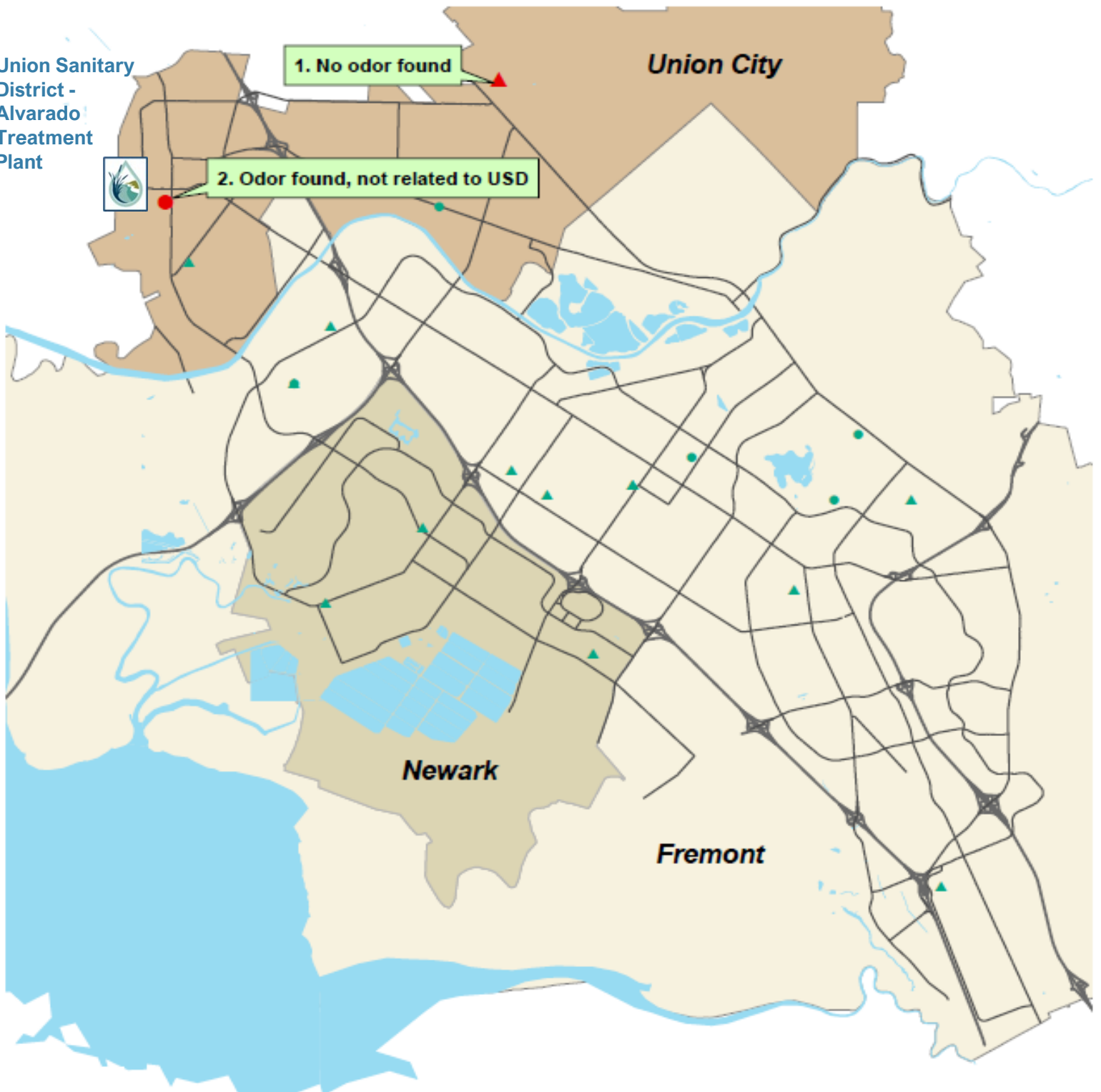
Union Sanitary District Odor Map and Report

Union Sanitary District - Alvarado Treatment Plant



1. No odor found

2. Odor found, not related to USD



Legend

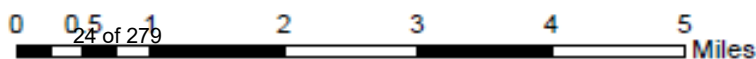
Odor Complaints: October 2023

- ★ Odor found, USD resolved (0)
- Odor found, not related to USD (1)
- ▲ No odor found (1)

Odor Complaints: Nov. 2022 to Sep. 2023

- ★ Odor found, USD resolved (0)
- Odor found, not related to USD (6)
- ▲ No odor found (13)

Location of Odor Reports November 2022 to October 2023





Customer Service Response

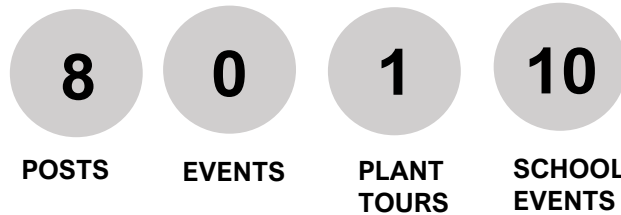
Front Desk Trouble Calls

Service calls that require immediate attention to support customer needs. Dispatched from the Front Desk during business hours.

Total Calls	Fremont	Newark	Union City	Total
Oct-23	9	1	1	11
Sep-23	6	1	1	8
Aug-23	9	1	2	12
Jul-23	9	2	3	14
Jun-23	8	0	1	9
May-23	6	1	3	10
6 Month Total				64
Oct-22	9	0	1	10

Communication and Outreach

Includes participation in local events, social media communication, plant tours, and school outreach events.



Social Media Posts:

- Planner/Schedule I – LD Recruitment
- Imagine a Day Without Water
- National Prescription Drug Take Back Day
- Flushed Tissues Cause Issues!
- Plant Tour with Supervisor Elisa Márquez
- National Prescription Drug Take Back Day – Reminder
- Mechanical Maintenance Coach Recruitment
- Don't Flush Wipes That Clog Your Pipes

Events:

- None

Other Activities:

- None



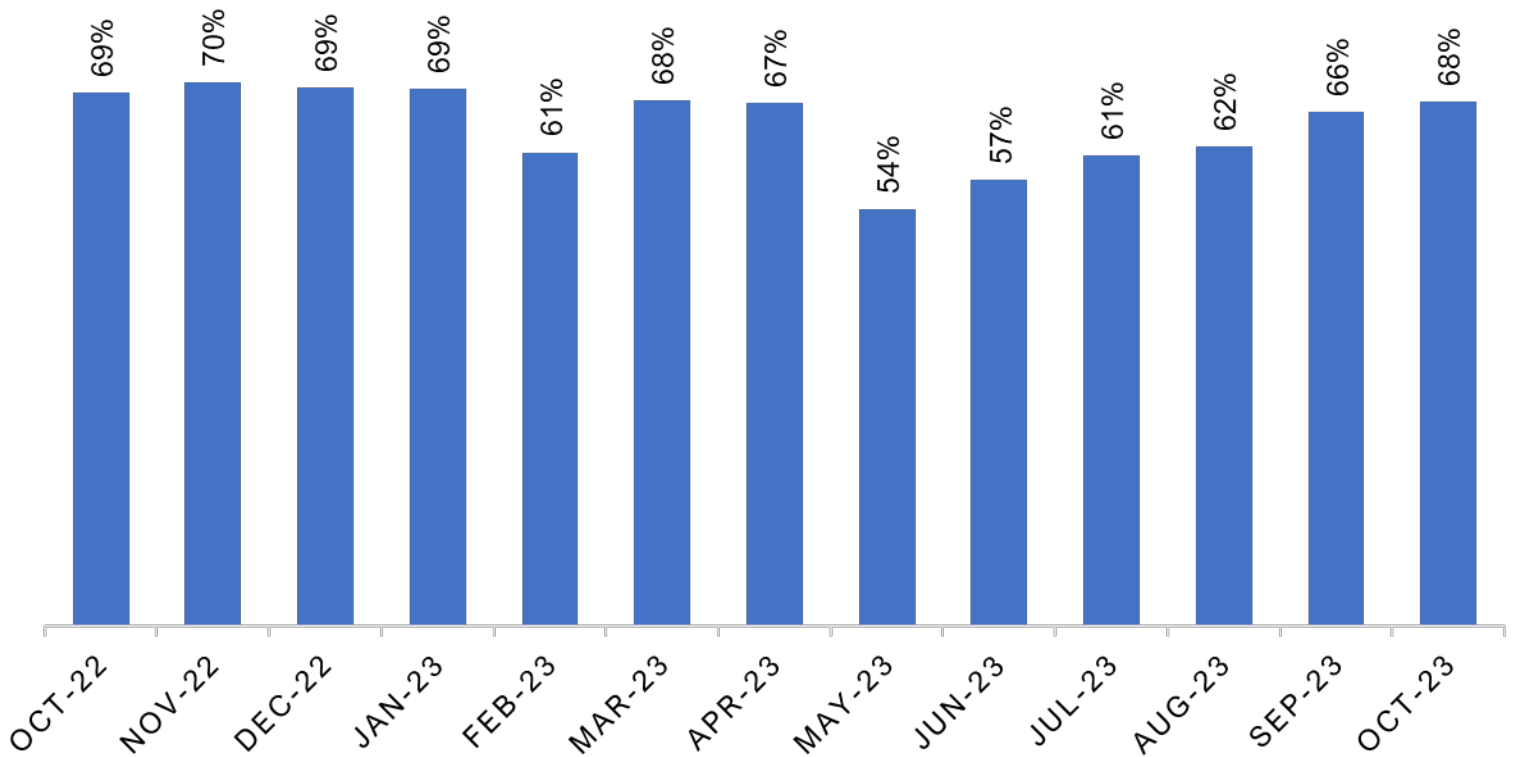
Plant Operations

2023 MONTHLY OPERATIONS REPORT

Cogeneration Engines at USD's Wastewater Treatment Plant

The chart below shows the percentage of Plant power usage generated by the District's cogeneration (cogen) engines monthly. The engines use biogas produced by the wastewater treatment process as the primary fuel to generate the majority of the plant's power needs, reducing operating costs.

Cogen Power Produced (% of total Plant load)



Mechanics working on the cogeneration engine

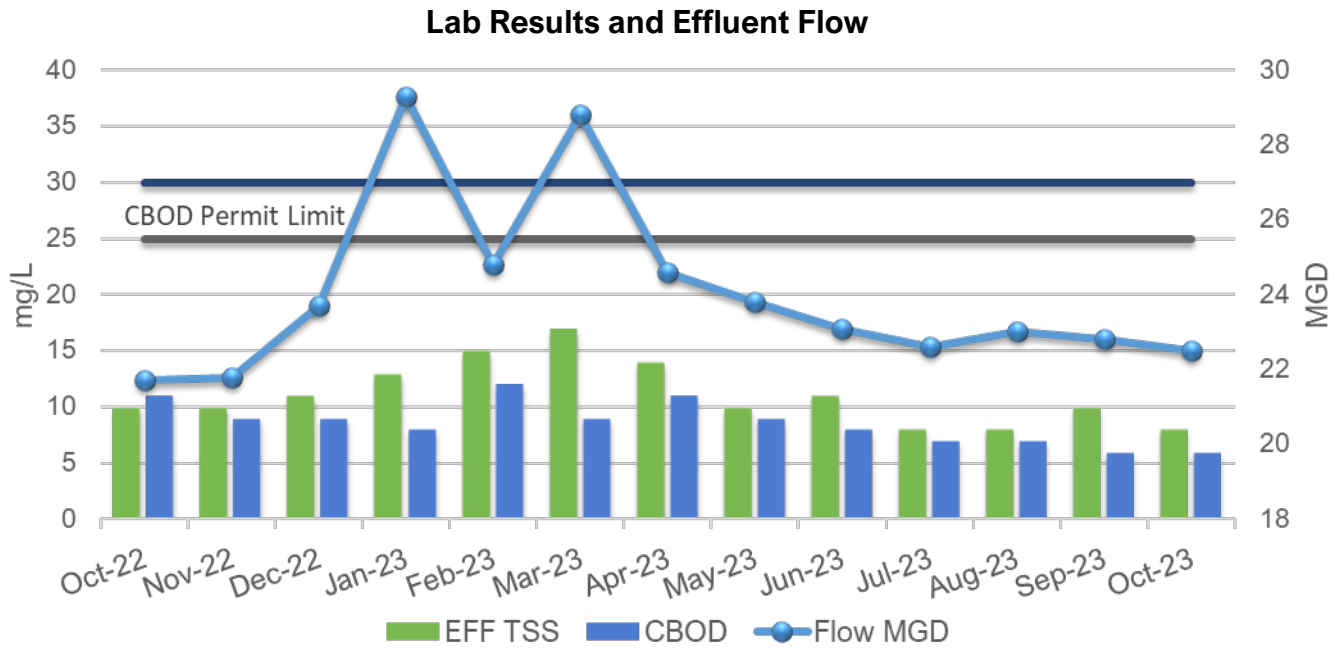


Plant Operations

2023 MONTHLY OPERATIONS REPORT

Lab Monitoring Results

USD's laboratory staff process over 6,200 samples and perform about 17,000 analyses every year to ensure discharges from the plant meet necessary standards.



EFF SS: Effluent Suspended Solids **CBOD:** Carbonaceous Biochemical Oxygen Demand **MGD:** Million Gallons per Day

USD's Final Effluent Monthly Monitoring Results

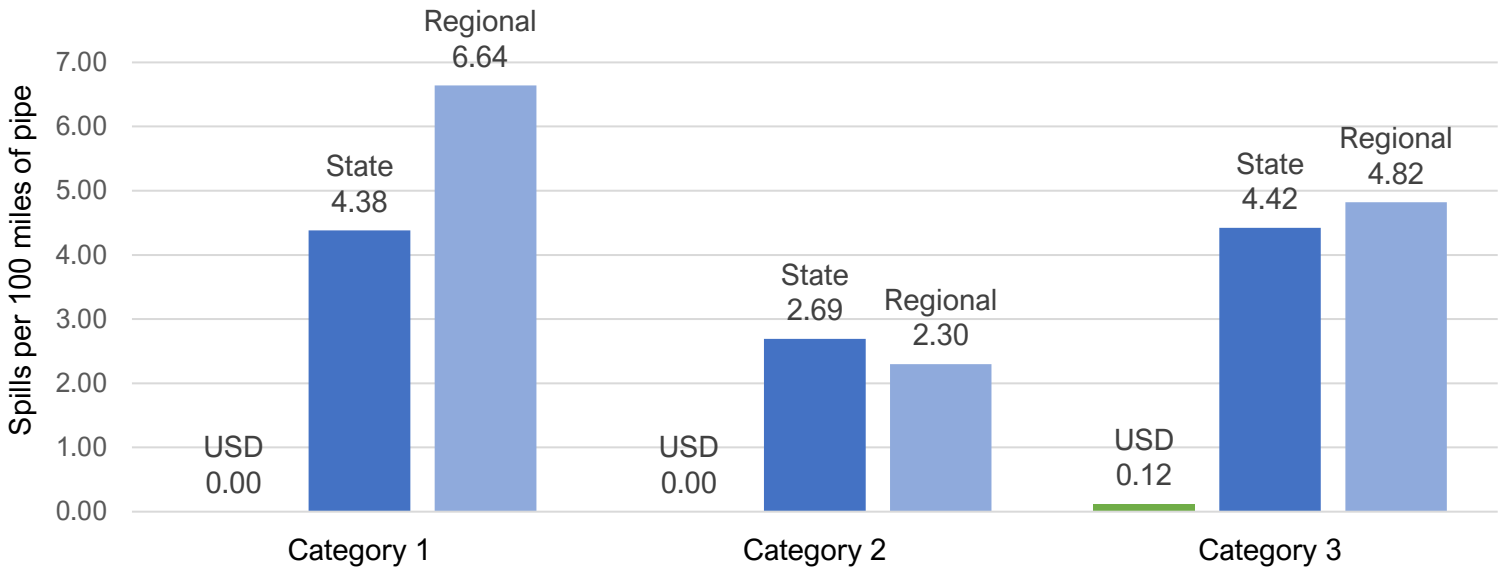
Parameter	Permit Limit	Aug-23	Sep-23	Oct-23
Copper, µg/l	53	2.5	2.8	2.6
Mercury, µg/l	0.066	0.0022	NA	NA
Cyanide, µg/l	20	ND 1.1	ND 1.1	ND 1.1
Ammonia- N, mg/L (Range)	86	40.8 - 47.2	42 - 46.2	41 - 47.4
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	23 - 35	21 - 34	26 - 34
• 11-Sample 90th Percentile	1100	66 - 93	59 - 66	52 - 59
Enterococci				
• 6-Week Geometric Mean	280	28	37	29

E = Estimated Value, concentration outside Calibration Range. ND = Not Detected, result is below Detection Limit.



Collection System Performance Report

Average Spills per 100 Miles of Sewer Over the Last 12 Months
USD vs. Regional vs. State



Definition of Spill Categories

- Category 1: Any spill of any volume that results on a discharges to surface water.
- Category 2: 1,000 gallons or more. Does not discharge to a surface water.
- Category 3: Greater than 50 gallons and less than 1,000 gallons. Does not discharge to a surface water.
- Category 4: Less than 50 gallons. Does not discharge to a surface water.

NOTE: At the time of this report, the California State Water Resources Control Board spill reporting tool is reporting Category 1-3 Spills, no data is available for Category 4 Spills.

Collection System Maintenance Work Completed

The Collection Services Workgroup maintains over 839 miles of gravity sewer through cleaning and televised inspection. They also service 63 District vehicles and maintain 3 buildings. Maintenance of equipment is completed by staff through sewer line repairs and work orders.

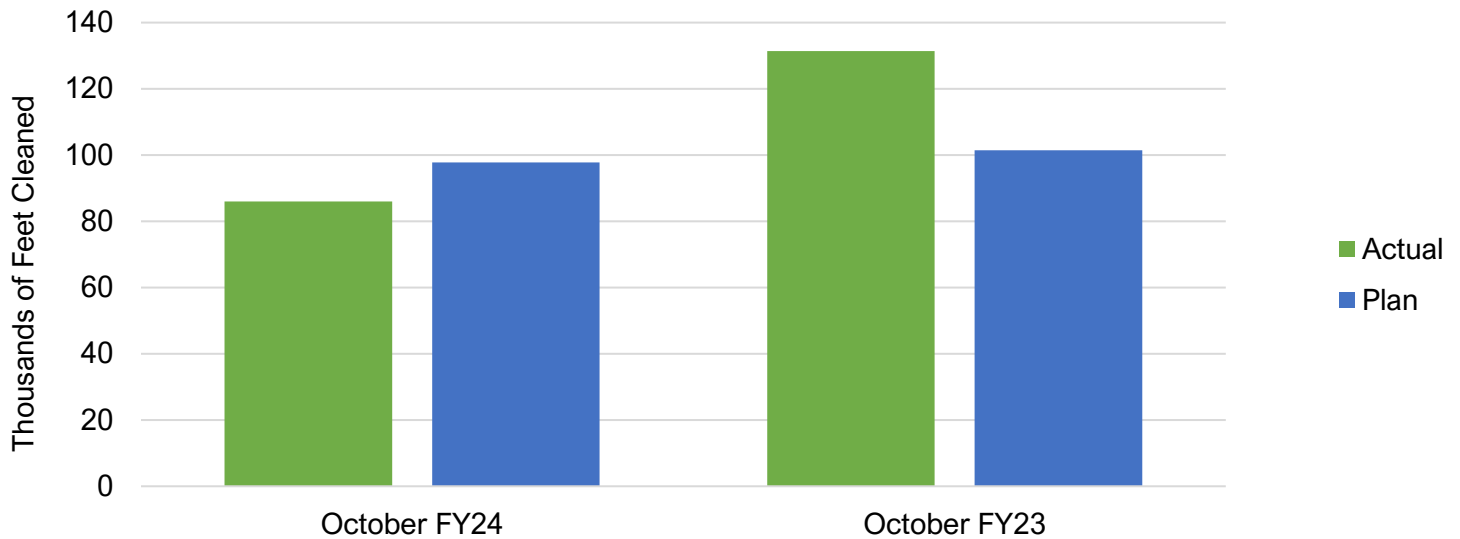
	This Month	Fiscal Year to Date	Historical Monthly Average
Sewer Line Repairs - # of Open Trench	0	5	0
Sewer Line Repairs - # of Trenchless	13	37	4
Work Orders Completed on Vehicles and Buildings	159	736	202



Maintenance Report

2023 MONTHLY OPERATIONS REPORT

Sewer Line Cleaning



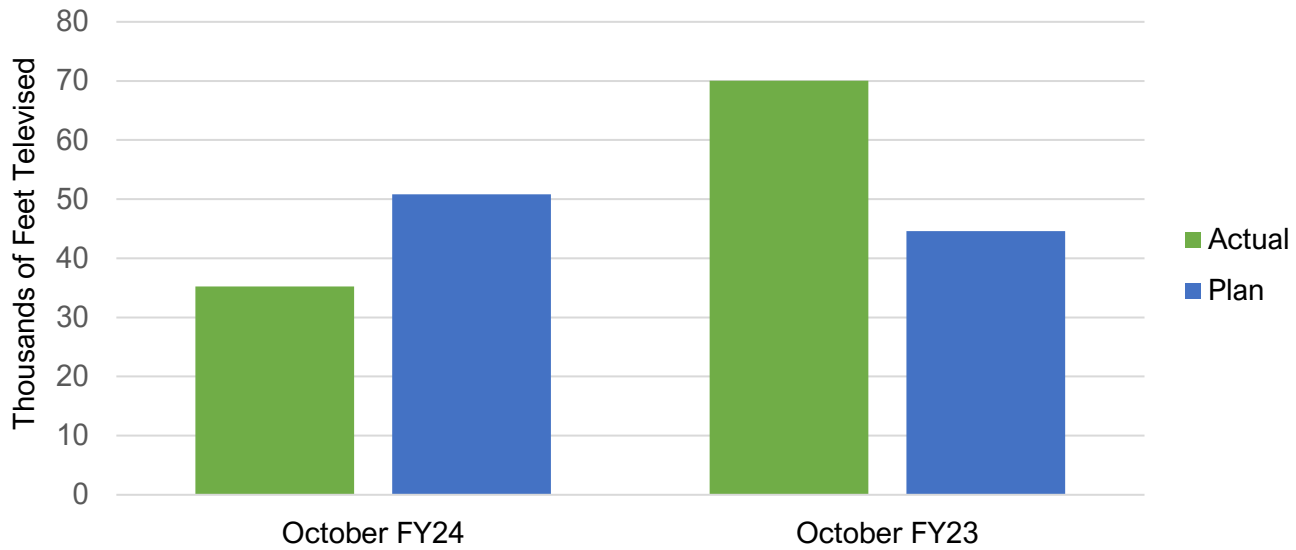
Cleaning Cost per Foot=\$0.62								
Description	Aug-23 Footage	Sep-23 Footage	FY24 Qtr 1 Footage	Oct-23 Footage	FY24 YTD	Historical FY23	FY24 YE Goal	% Completed to Plan
84 Month Hydro-Jet Clean	63,550	39,359	162,988	32,787	195,775	589,507	680,354	28.8%
Selective Line Cleaning	10,591	29,528	63,183	6,132	63,183	211,253	216,307	29.2%
Special Condition Clean (not in total)	5,219	2,516	9,383	5,585	9,383	36,554	28,940	32.4%
Root Control/Chemical Clean	-	12,073	12,073	47,121	59,194	420,273	277,200	21.4%
Cast Iron Cleaning	-	-	-	-	-	7,498	-	0.0%
Totals	74,141	80,960	238,244	86,040	324,284	1,228,528	1,173,861	27.6%



Maintenance Report

2023 MONTHLY OPERATIONS REPORT

Sewer Line Inspection and Televising



Televising Cost per Foot=\$1.28								
Description	Aug-23 Footage/Count	Sep-23 Footage/Count	FY24 Qtr 1 Footage/Count	Oct-23 Footage/Count	FY24 YTD	Historical FY23	FY24 Goal	% Completed to Plan
84 Month TV Inspection	50,334	23,098	92,765	35,202	127,967	478,376	530,567	24.1%
84 Month Manhole Inspection Count	168	163	629	163	792	2,563	2,676	29.6%
Visual/Condition, Pre/Post Cnst TV (not in total)	-	64	64	314	378	10,483	11,704	3.2%
Visual Manhole Inspection Count (not in total)	8	33	42	-	42	247	-	-
New Development, CIP, Misc (not in total)	1,318	-	1,318	314	1,632	25,583	27,744	5.9%
QA/QC Line Condition	-	-	-	-	-	16,436	-	0.0%
QA/QC Root Control	7,122	21,213	28,335	-	28,335	41,050	27,744	102.1%
Totals	57,456	44,311	121,100	35,202	156,302	535,862	558,311	28.0%

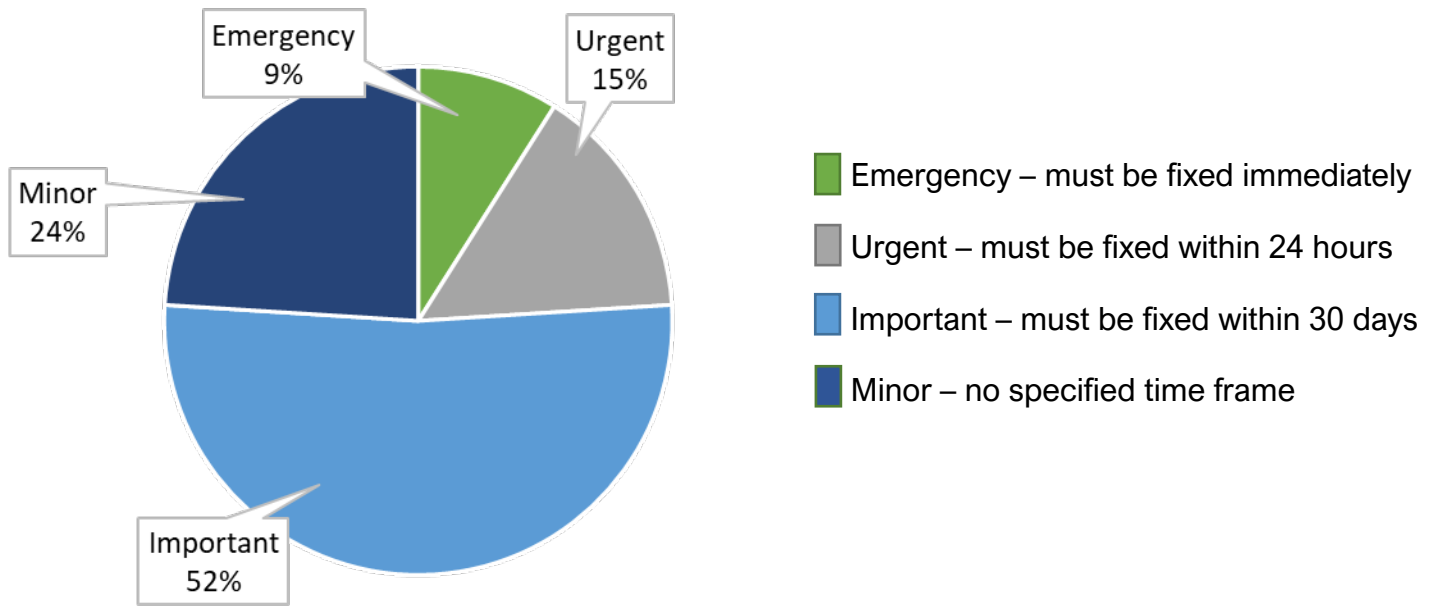


Maintenance Report

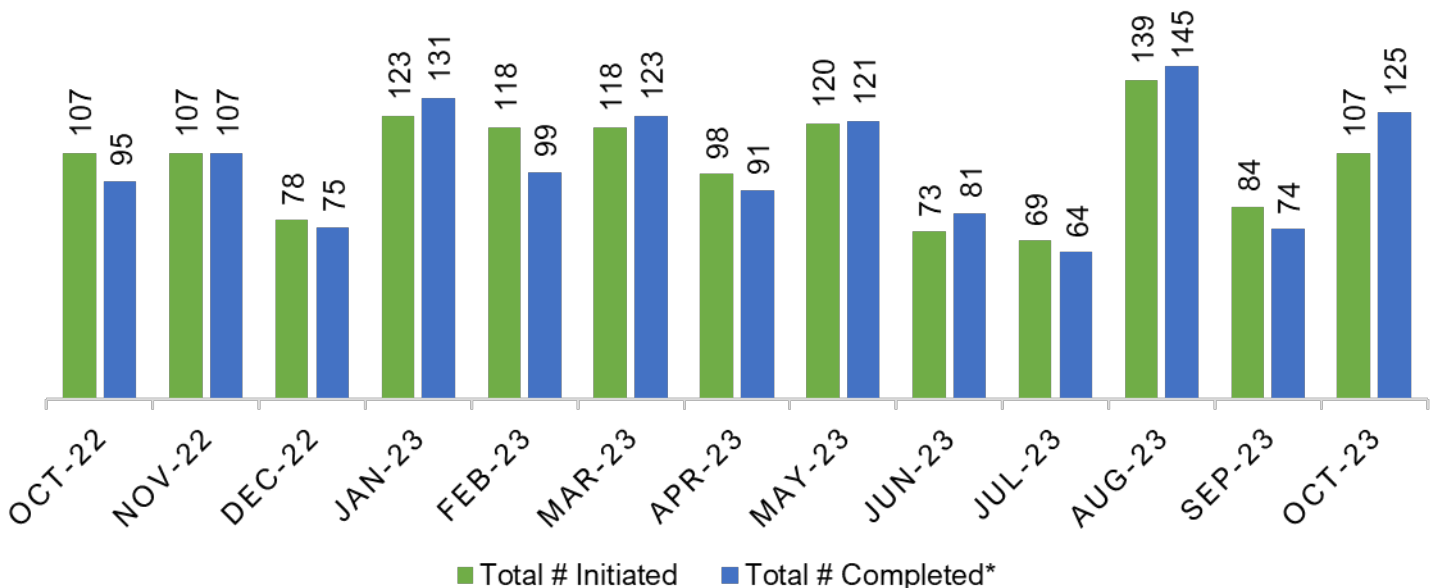
2023 MONTHLY OPERATIONS REPORT

Plant and Pump Stations Maintenance Work Completed

Equipment at our Plant and Pump/Lift stations is maintained by mechanics and other staff through completion of work orders. Staff completed 98.9% of preventative maintenance activities for the month in addition to the following shown below.



Work Orders Initiated and Completed



*The number of work orders completed in a month is dependent upon several factors including the availability of necessary parts and the amount of time required by staff to accomplish a given task.



Maintenance Report

2023 MONTHLY OPERATIONS REPORT

Information Technology

USD's Information Technology (IT) staff install, upgrade, and maintain District computers and software systems. IT staff responsibilities include ongoing maintenance of systems critical to operation of our wastewater treatment plant and pump stations.

IT Help Desk Tickets



Managed and Hosted IT Asset Uptime

Asset Name	USD Managed or Hosted by Third Party	% Up time
USD Website	Hosted	99.95%
Email Server	Hosted	100%
Newark Pump Station	USD Managed	100%
Boyce Pump Station	USD Managed	99.99%
Irvington Pump Station	USD Managed	100%
SCADA	USD Managed	100%
Total Average of All USD Servers	USD Managed	99.96%

The majority of our IT network assets are maintained onsite by IT staff with an uptime target of 99.90%. Additional assets, such as the USD website, are hosted externally by a third party.



Capital Improvement Projects

2023 MONTHLY OPERATIONS REPORT

Design Phase – Budget and % of Completed Scope

Current (FY24) Design Phase	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Pump Stations Chemical System Improvements Project	\$943	\$777	12/23	87%
2 – Switchboard No. 3 and MCC No. 25 Replacement Project	\$95	\$71	7/22	77%
3 – WAS Thickener Replacement Project	\$1,017	\$951	6/23	95%

Study Phase – Budget and % of Completed Scope

Current (FY24) Study Phase	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Alvarado Basin Capacity and Condition Assessment	\$399	\$18	11/24	15%
2 – Co-Digestion Feasibility Study	\$125	\$0	3/24	10%
3 – Cogeneration Replacement and Ventilation Study	\$142	\$137	7/22	98%
4 – Digester Efficiency Study	\$353	\$145	11/23	60%
5 – Energy Resiliency Study	\$256	\$271	12/22	98%
6 – Force Main Condition Assessment	\$121	\$60	10/22	70%
7 – Headworks Degritting Study	\$200	\$191	10/22	99%
8 – Primary Digester No. 8 Feasibility Study	\$111	\$137	9/22	90%
9 – Sea Level Rise Study	\$162	\$162	11/22	99%
10 – Thermal Dryer Feasibility Study	\$128	\$128	7/22	100%



Capital Improvement Projects

2023 MONTHLY OPERATIONS REPORT

Capital Improvement Project (CIP) Activities

Our engineers manage and coordinate project activities including completion of studies, designing of future projects, and project management of construction work at our Plant, Pump Stations, gravity sewer network, and Force Mains.

Current CIP Projects – Budget and % complete

Current (FY24) CIP Projects	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Force Main Corrosion Repairs Project – Phase 4	\$2,042	\$0	10/24	0%
2 – Irvington Basin Reinforced Concrete Pipe Rehabilitation Project	\$5,291	\$5,205	12/22	99%
3 – Plant Miscellaneous Improvements Project	\$5,544	\$316	9/24	6%
4 – Primary Digester No. 7 Project	\$23,588	\$24,338	5/22	100%
5 – Standby Power Generation System Upgrade Project	\$21,135	\$15,900	6/24	74%



Standby Power Generation System Upgrade Project



Permitting and Inspections

2023 MONTHLY OPERATIONS REPORT

Sewer Permits Issued

Permits issued upon approved completed plans.

Month	Repairs	Mains	New Laterals*	Secondary Units	Other**	Total
Oct-23	21	0	41	12	4	78
Sep-23	6	0	18	8	0	32
Aug-23	12	2	10	14	1	39

*New residential lateral connections

**Non-residential construction (*Restaurant count has been removed as they are not tracked within PTS*)

Storm Water Inspections (City of Fremont)

Under contract with City of Fremont's Environmental Services Group, our inspectors conduct routine inspections and document enforcement actions.

Total Inspections		Total Monthly Enforcements						
Current Month	Fiscal Year to Date	Verbal Warning	Warning Letter	Notice of Violation	Admin Fine	Legal Action	Notice of Deficiency	Total
133	405	8	0	5	6	0	0	19

Pollution Prevention Inspections

Environmental Compliance conducts pollution prevention inspections at restaurants, car wash businesses, and other commercial facilities.

Total Inspections		Total Monthly Enforcements						
Current Month	Fiscal Year to Date	Verbal Warning	Warning Letter	Notice of Violation	Admin Fine	Legal Action	Notice of Deficiency	Total
69	265	7	9	0	0	0	0	16

Permitted Industrial Businesses

City	Industrial Permits
Fremont	57
Newark	12
Union City	12

Examples of Permitted Industrial Businesses:

- Tesla
- Washington Hospital
- US Pipe
- Western Digital
- Lam Research



Staffing and Personnel

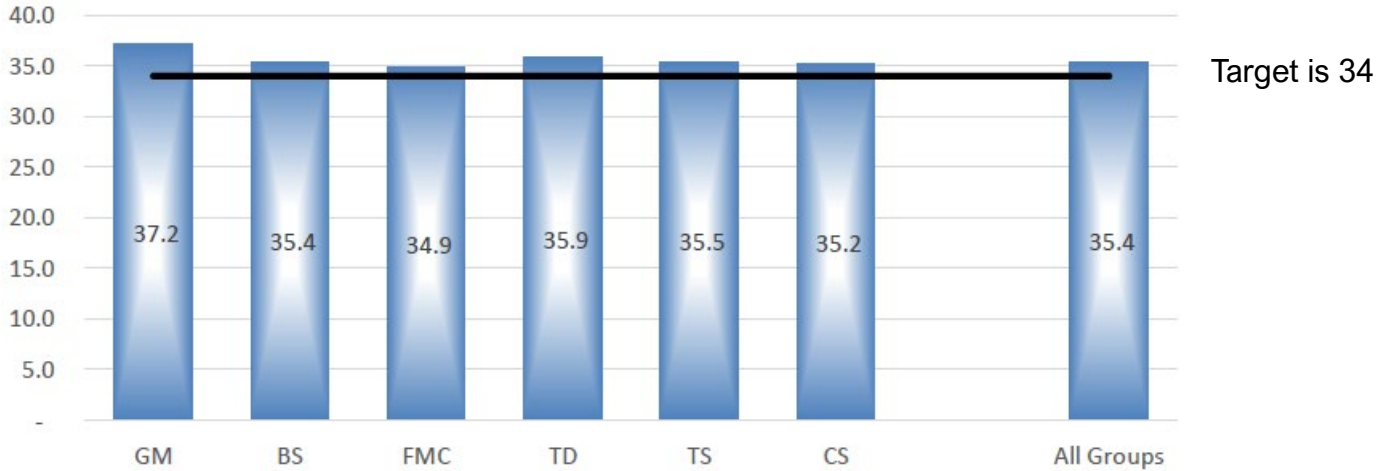
2023 MONTHLY OPERATIONS REPORT

Hours Worked and Leave Time by Work Group

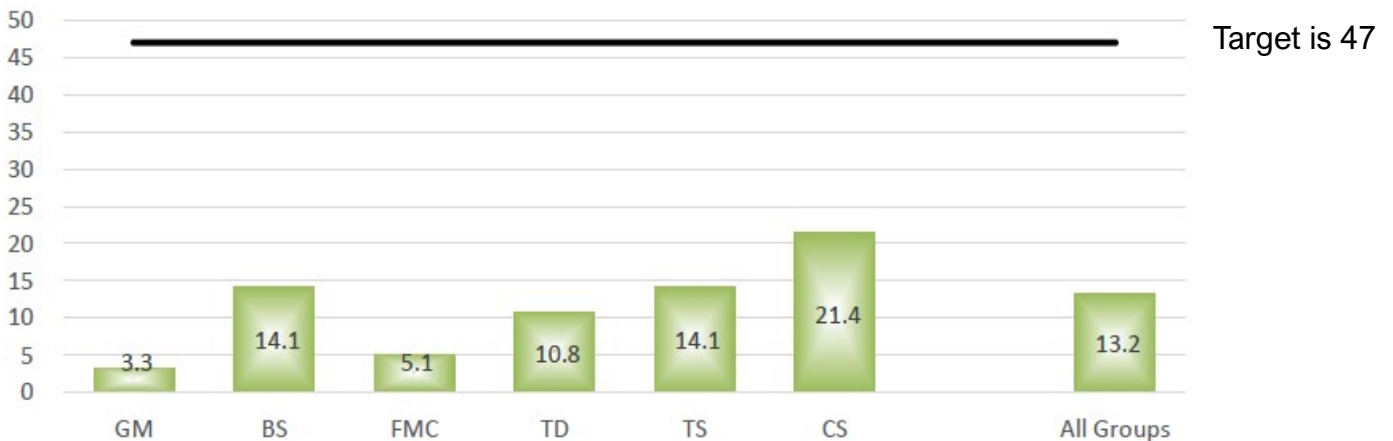
June 22, 2023 through October 25, 2023

Weeks to Date 18 out of 52 (34.62%)

At-Work Hours Per Employee Per Week



Average Annual Sick Leave Used Per Employee Per Date



Recruitments

Position	Position Posted	Status
Junior/Assistant/Associate Engineer – CIP	4/20/2023	Andrew Majsce – DOH 10/30/2023.
Construction Inspector I/II – (2 positions)	9/29/2023	In progress.
FMC Planner/Scheduler I – Limited Duration	9/29/2023	Steve Noegel, Internal promotion 11/18/2023.
FMC Mechanical Maintenance Coach	10/24/2023	In progress.
Sr. Process Engineer	11/1/2023	In progress.



USD
TREAT
PROTECT
PRESERVE
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

**DECEMBER 11, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 7**

TITLE: Fiscal Year 2024 First Quarter Managed Investment Portfolio Report (*This is an Information Item*)

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

Recommendation

Information only.

Discussion

The attached report from PFM shows the District's investment positions for the 1st Quarter of Fiscal Year 2024 (ending September 30, 2023).

This reporting format is intended to supplement the existing Monthly Operations Report provided by Staff for the months of July, August and September of 2023 and includes the following sections, which will be presented in detail:

- Market Update
- Account Summary
- Portfolio Review
- Disclosures
- Glossary

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

Background

In October of 2018, the Board authorized the General Manager to sign the Portfolio Management Services Contract with PFM Asset Management LLC (PFM) for investment management services. The strategy behind this decision was to maximize investment returns to the extent practicable, while maintaining compliance with all policy, legal and regulatory requirements for government agency investments. The provision of comprehensive portfolio

reporting and current economic analyses were both deliverables in the contract negotiated with PFM.

Previous Board Action

None

Attachment:

Investment Performance Review for the Quarter Ended September 30, 2023.

UNION SANITARY DISTRICT

Investment Performance Review For the Quarter Ended September 30, 2023

Client Management Team

Monique Spyke, Managing Director
Joseph Creason, Portfolio Manager
Jeremy King, Key Account Manager
Rachael Miller, Client Consultant

PFM Asset Management LLC

1 California Street Ste. 1000
San Francisco, CA 94111-5411
415-393-7270

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

Agenda

- Market Update
- Portfolio Review

Market Update

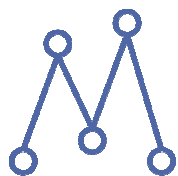
Current Market Themes



- ▶ The U.S. economy is characterized by:
 - ▶ Stronger than expected growth, supported by a resilient consumer
 - ▶ Inflation that remains stubbornly above the Federal Reserve's ("Fed") target range
 - ▶ Continued creation of new jobs by the labor market, albeit at a moderating pace



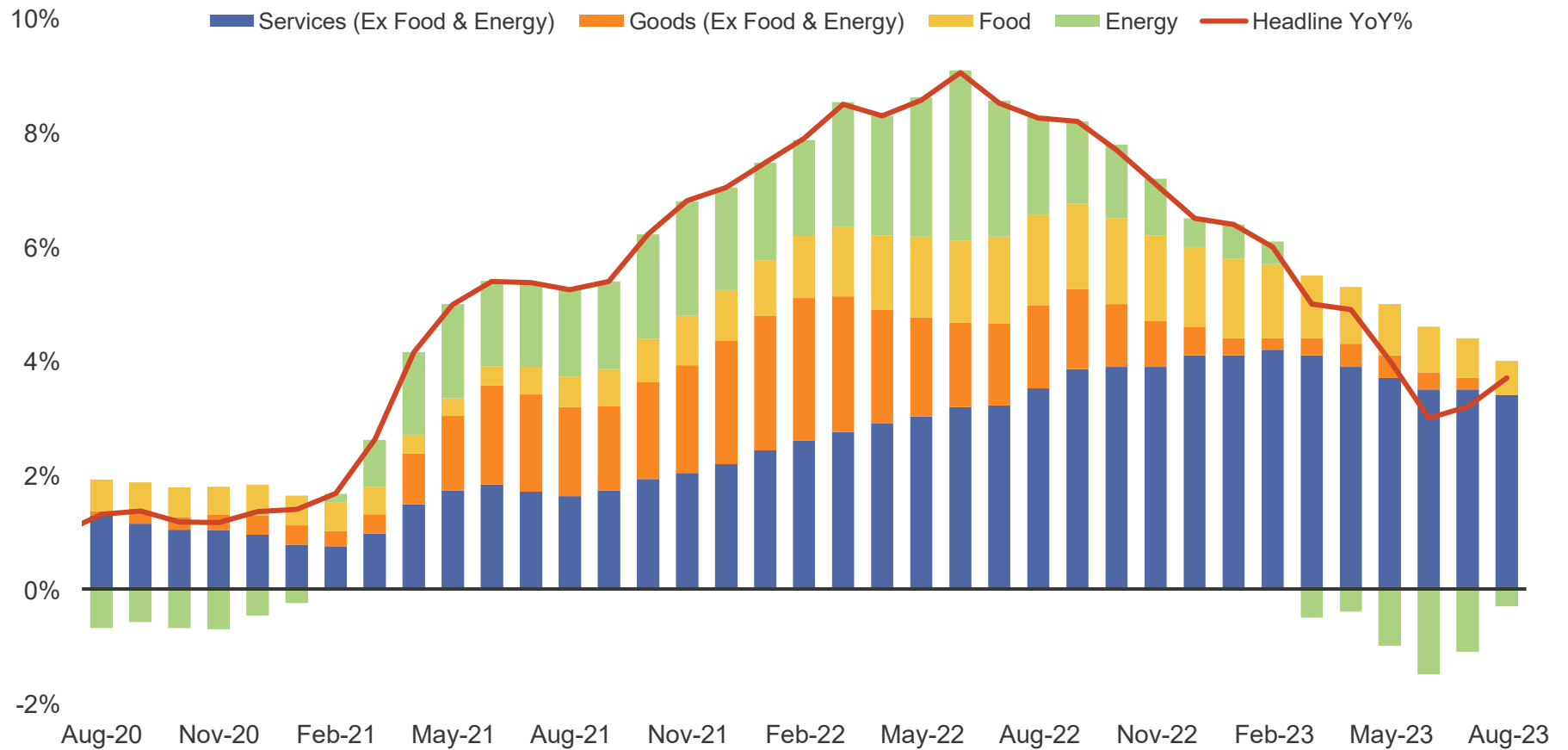
- ▶ Fed pauses again in rate hike campaign
 - ▶ After hiking in July, the Federal Reserve held rates steady at the September FOMC meeting as expected
 - ▶ The Fed's most recent "dot plot" indicated one more rate hike for 2023 and set the stage for interest rates to remain "higher-for-longer"
 - ▶ Updated FOMC economic projections point to stronger GDP growth expectations, higher inflation, and slightly lower unemployment for the remainder of 2023 and into 2024



- ▶ Interest rates reached their highest levels since 2006-7
 - ▶ The U.S. government rating downgrade by Fitch had little impact, although it highlighted growing worry about the erosion of governance standards and fiscal irresponsibility
 - ▶ Treasury yields across the curve rose during Q3. Sticky inflation, a "higher for longer" market consensus, increased Treasury borrowing, and reduced Treasury holdings by China and Japan weighed especially on the long end of the curve
 - ▶ The next concern is the annual federal budget process and potential for a government shutdown

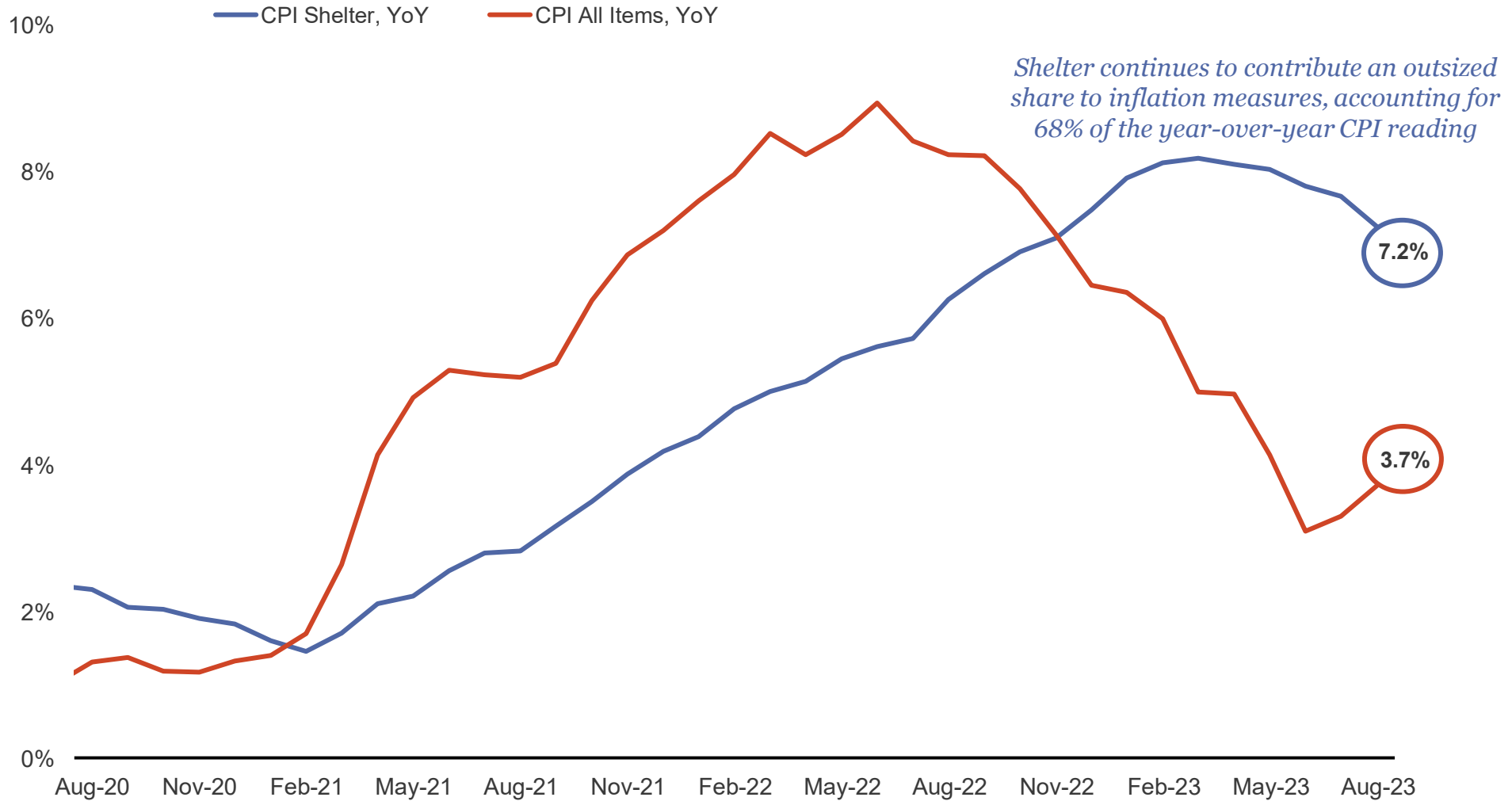
Inflation Gradually Falling, but Sensitive to Recently Rising Energy Prices

Factors Contributing to the Consumer Price Index (CPI YoY)



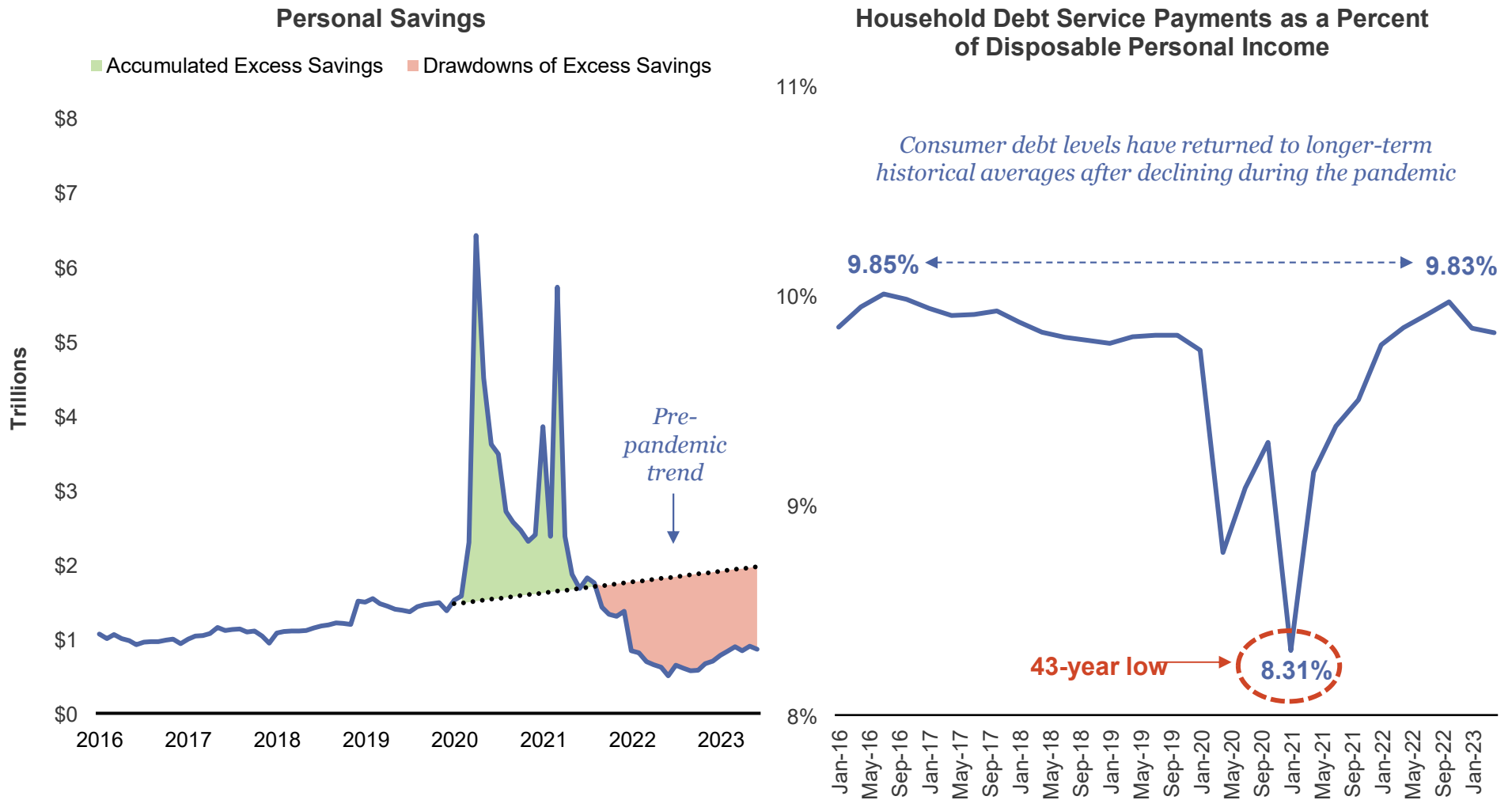
Source: Bloomberg, as of August 2023.

Shelter Component of CPI Remains Elevated



Source: Federal Reserve Bank of St. Louis and Bureau of Labor Statistics, as of August 2023.

Personal Savings and Consumer Debt Have Returned to Pre-Pandemic Levels



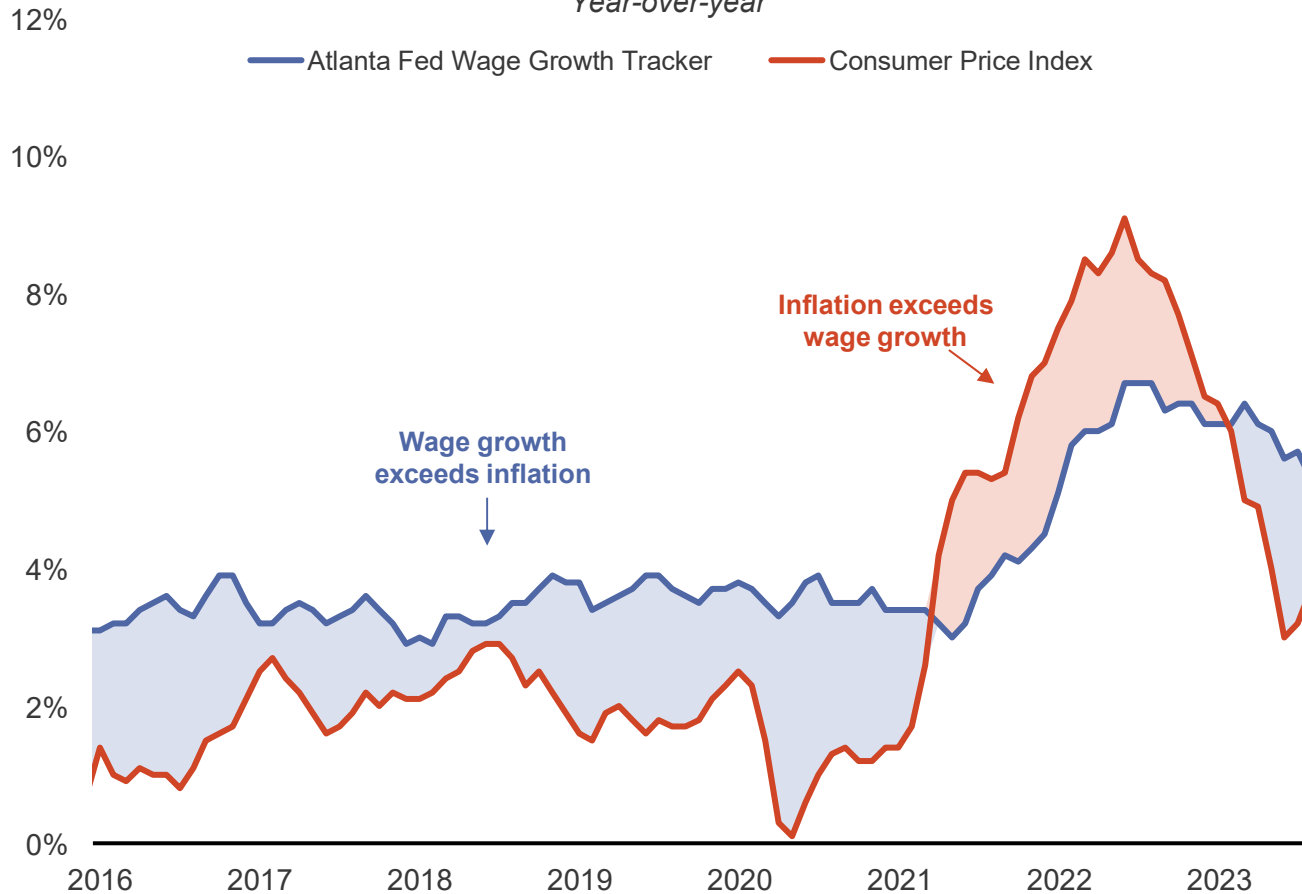
Source: Bloomberg and New York Fed Household Debt and Credit Report. Data as of June 30, 2023. (Left chart)

Source: Federal Reserve Bank of St. Louis. Data as of April 1, 2023. (Right chart)

Wages Have Caught Up to Inflation Once Again

Wage Growth vs. Inflation

Year-over-year



Labor Market Stats

Unemployment Rate (Sept.) 3.8%

Peaked during COVID at 14.7%

Excess Job Openings (Sept.) 3 mil.

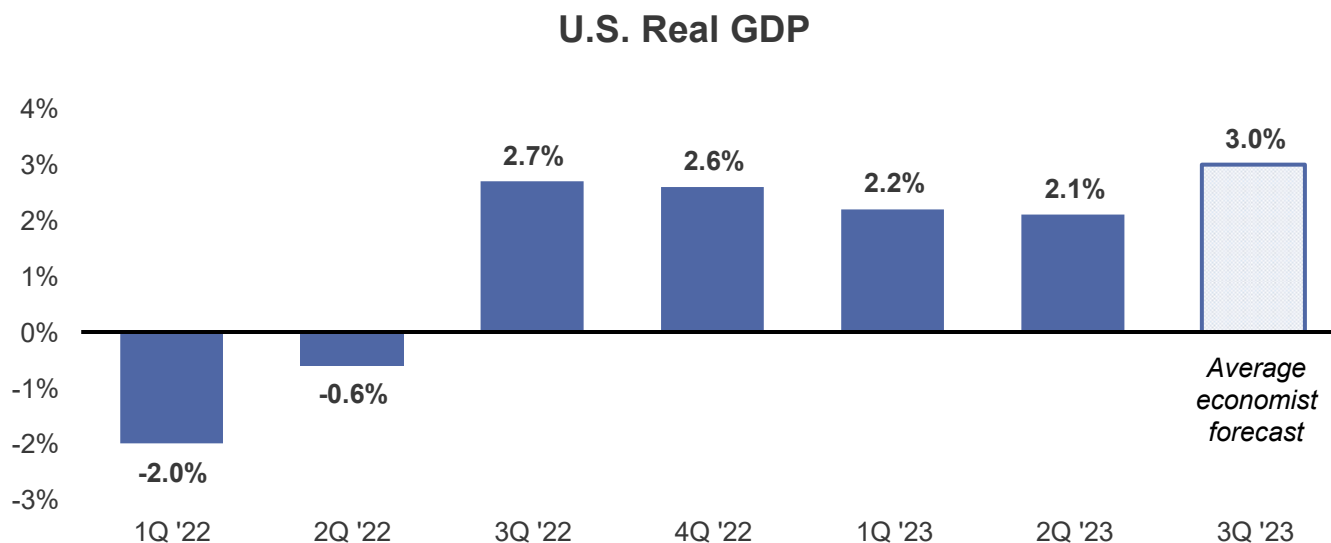
For each unemployed worker, there are approximately 1.5 job openings

Nonfarm Payrolls (Sept.) 336,000

Although the pace has declined, the economy continues to create jobs at a healthy pace

Source: As of September 2023. St. Louis Federal Reserve Economic Data. Excess job openings refers to the difference in job openings, as reported by JOLTS, and the total number of unemployed workers as reported by the Bureau of Labor Statistics.

GDP Remains Surprisingly Robust



GDP Contributors

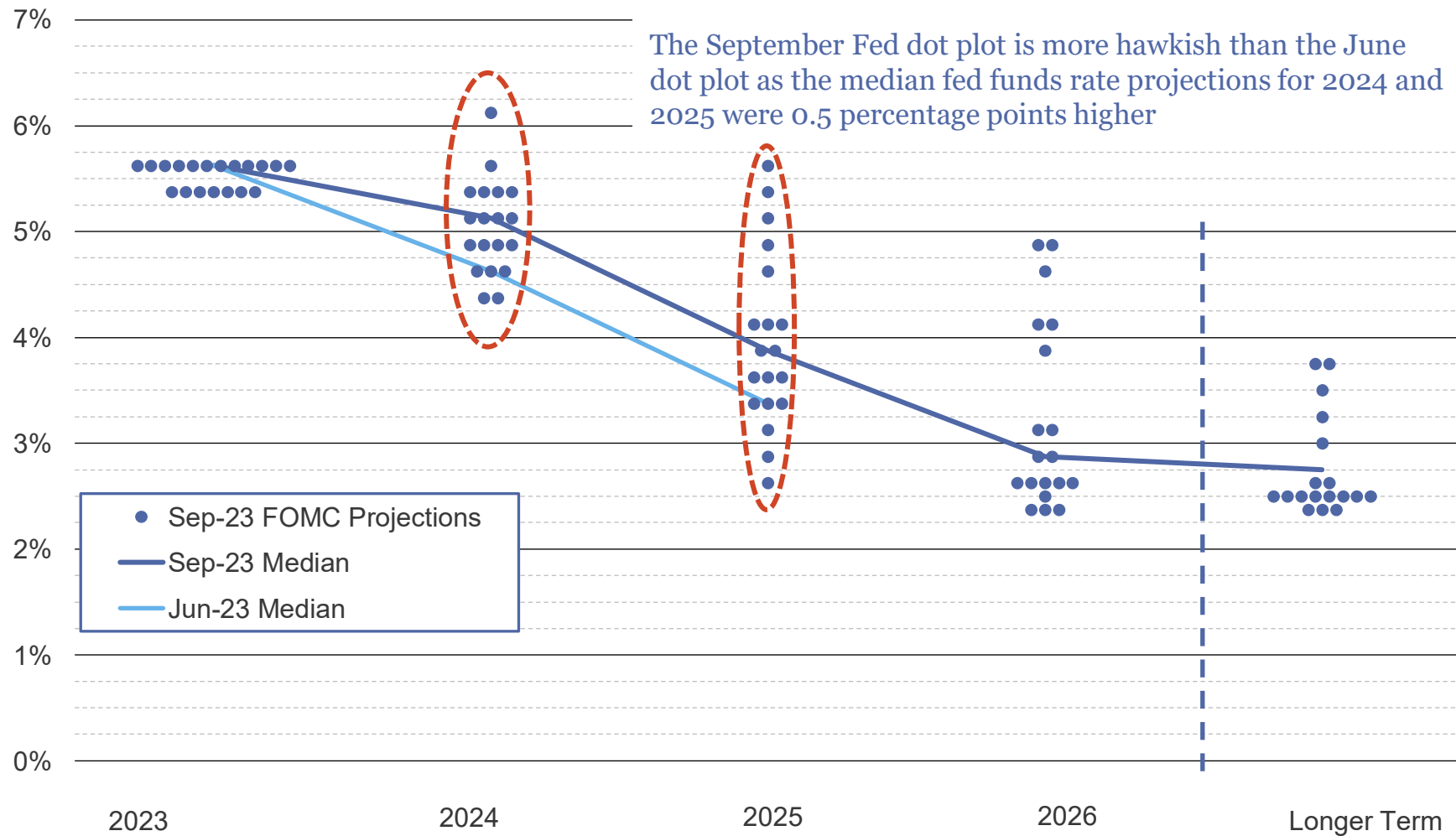
	1Q '22	2Q '22	3Q '22	4Q '22	1Q '23	2Q '23
Real GDP	-2.0%	-0.6%	2.7%	2.6%	2.2%	2.1%
Personal Consumption	0.0%	1.3%	1.1%	0.8%	2.5%	0.6%
Private Investment	1.2%	-2.1%	-1.5%	0.6%	-1.7%	0.9%
Net Exports	-2.6%	0.6%	2.6%	0.3%	0.6%	0.0%
Gov't Expenditures	-0.5%	-0.3%	0.6%	0.9%	0.8%	0.6%

The U.S. Consumer has been the backbone of economic growth; historically being the largest contributor

Source: St. Louis Federal Reserve Economic Data, Bureau of Economic Analysis. Average economist forecast sourced from Bloomberg.

Fed's Updated "Dot Plot" Projects Rates To Be "Higher for Longer"

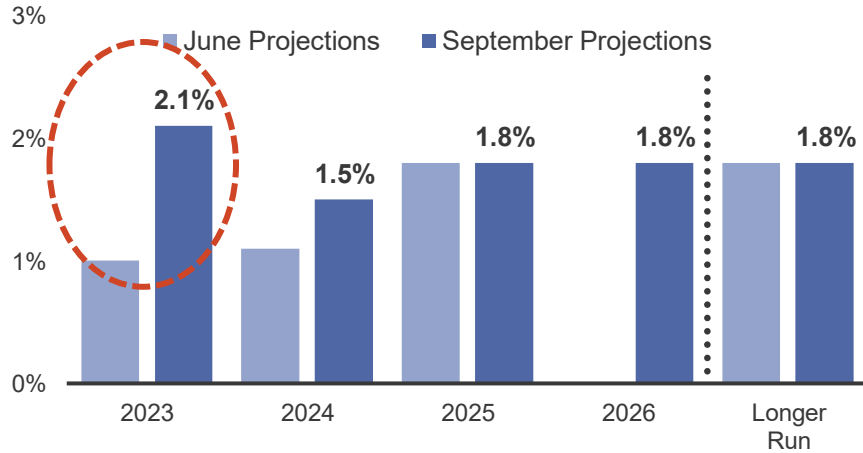
Fed Participants' Assessments of 'Appropriate' Monetary Policy



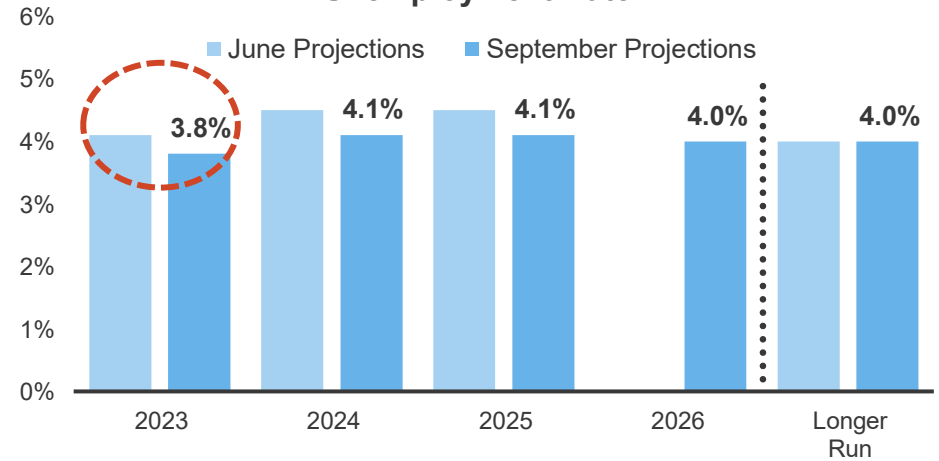
Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end.

The Fed's Projections for Growth and Employment Were More Upbeat

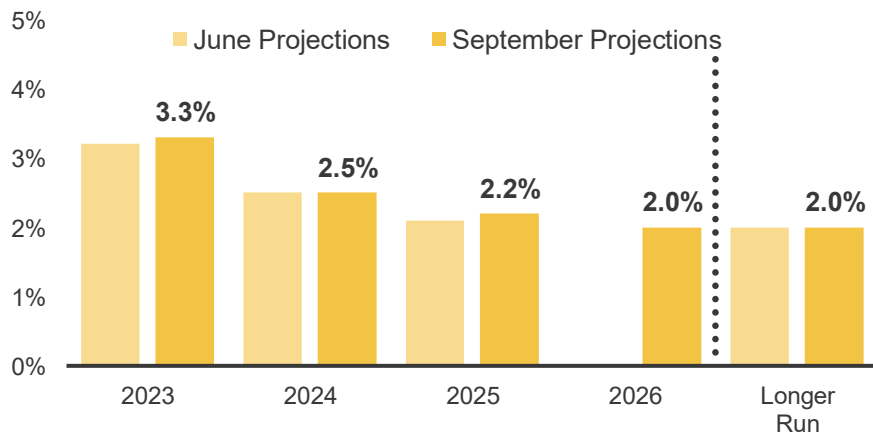
Change in Real GDP



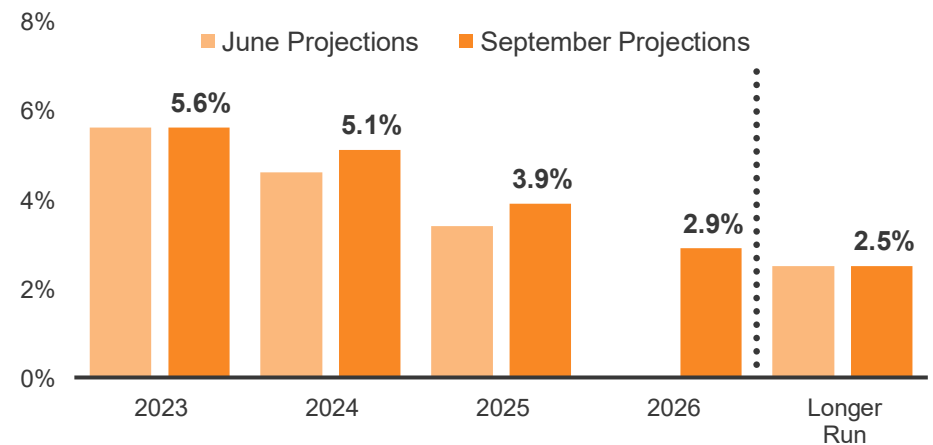
Unemployment Rate



PCE Inflation



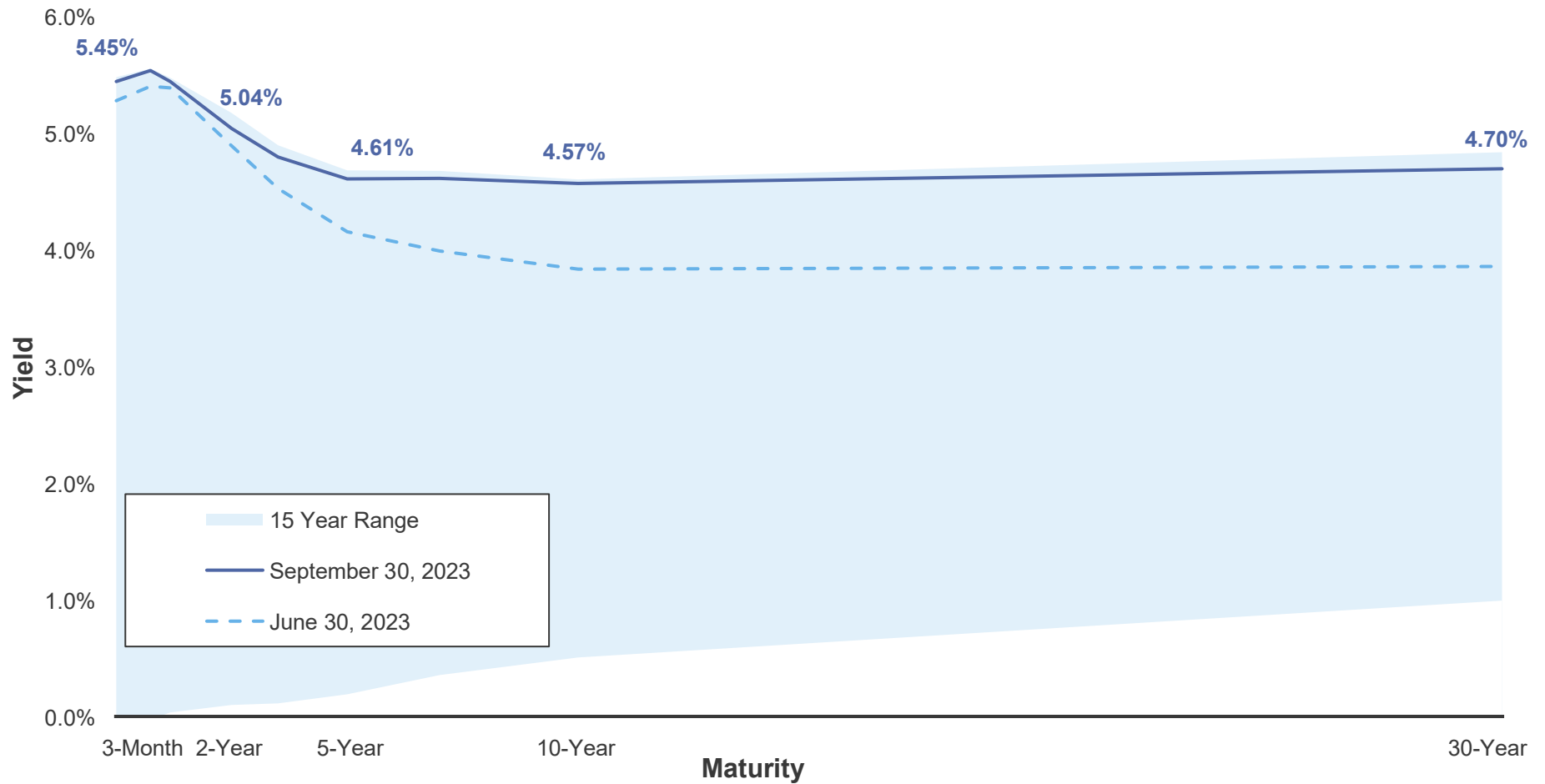
Federal Funds Rate



Source: Federal Reserve, latest economic projections as of September 2023.

Interest Rates Are At Their Highest Levels Since 2006-07

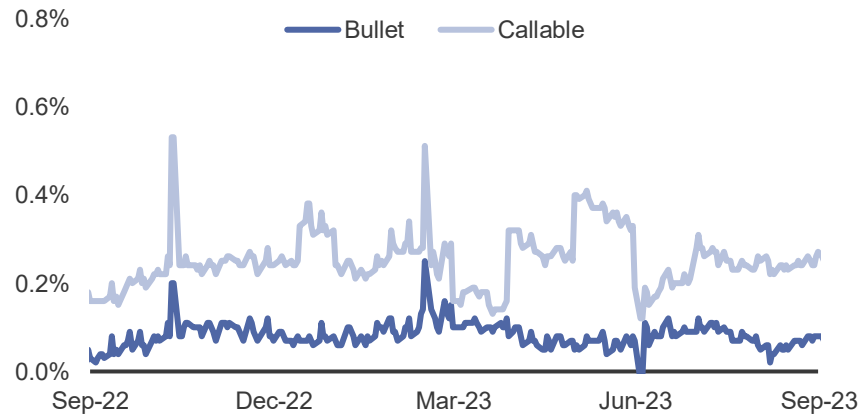
U.S. Treasury Yield Curve



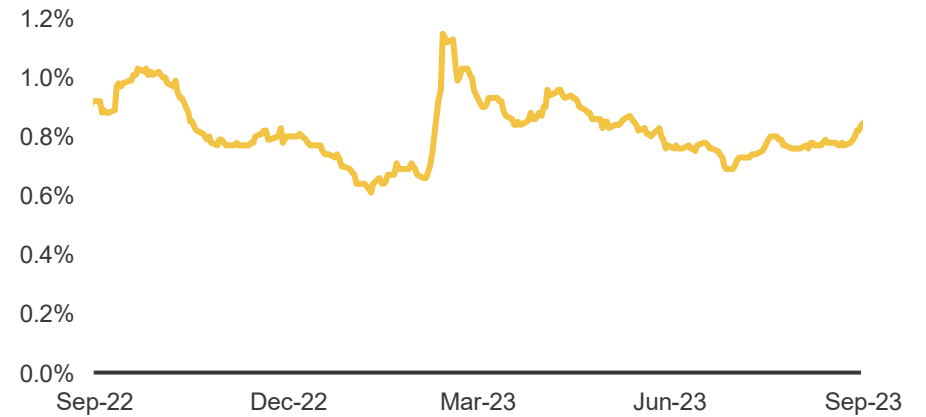
Source: Bloomberg, as of September 30, 2023.

Sector Yield Spreads

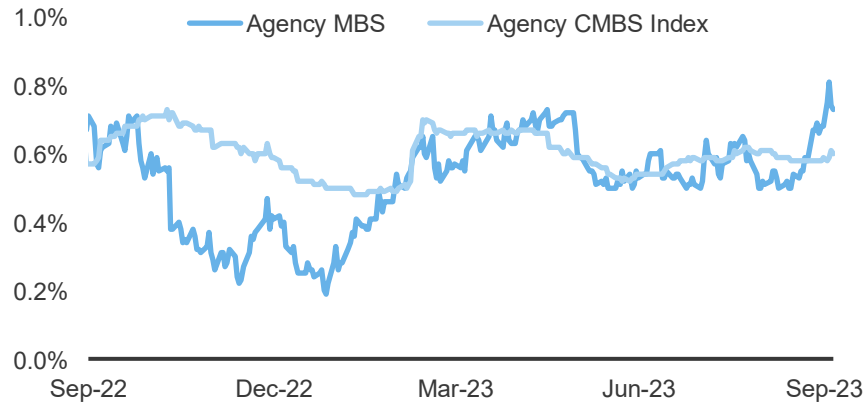
Federal Agency Yield Spreads



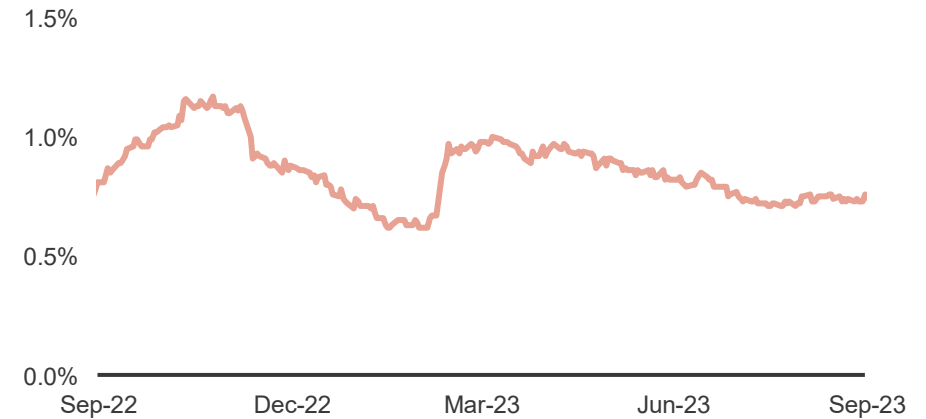
Corporate Notes A-AAA Yield Spreads



Mortgage-Backed Securities Yield Spreads



Asset-Backed Securities AAA Yield Spreads

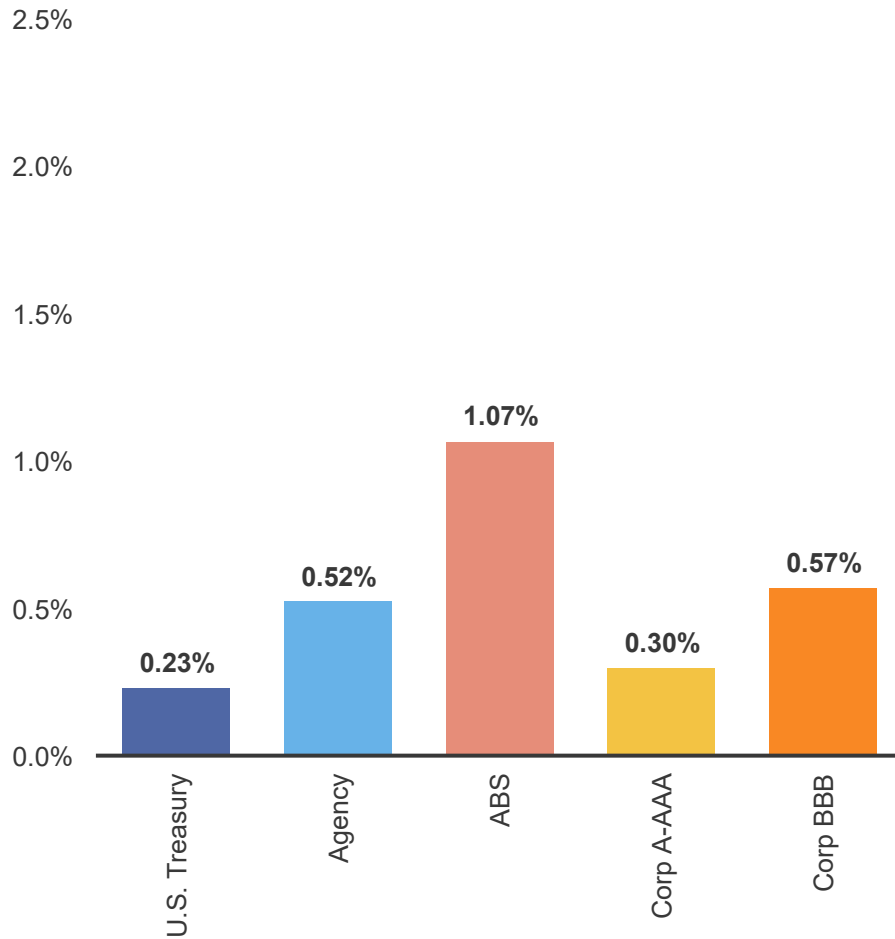


Source: ICE BofAML 1-5 year Indices via Bloomberg, MarketAxess and PFMAM as of September 30, 2023. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities and represented by the ICE BofA Agency CMBS Index.

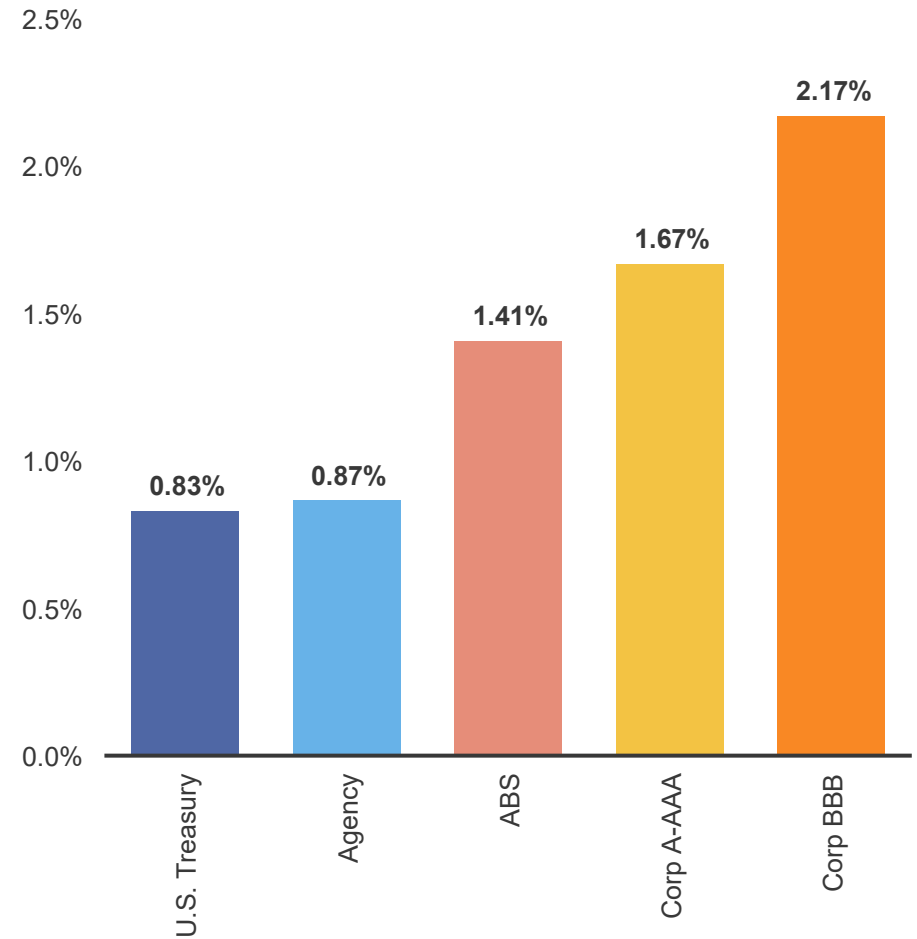
Fixed-Income Markets in Q3 2023

1-5 Year Indices

1-5 Year Indices Quarterly Returns



10-Year Average



Source: ICE BofAML Indices. ABS indices are 0-5 year, based on weighted average life. As of September 30, 2023.

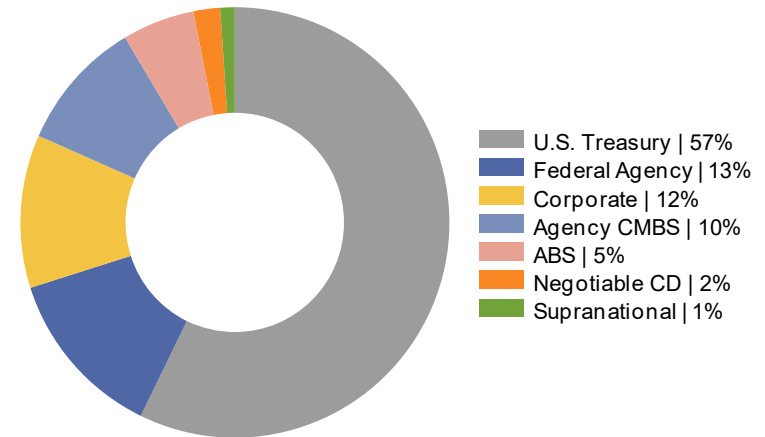
Portfolio Review

Consolidated Summary

Account Summary

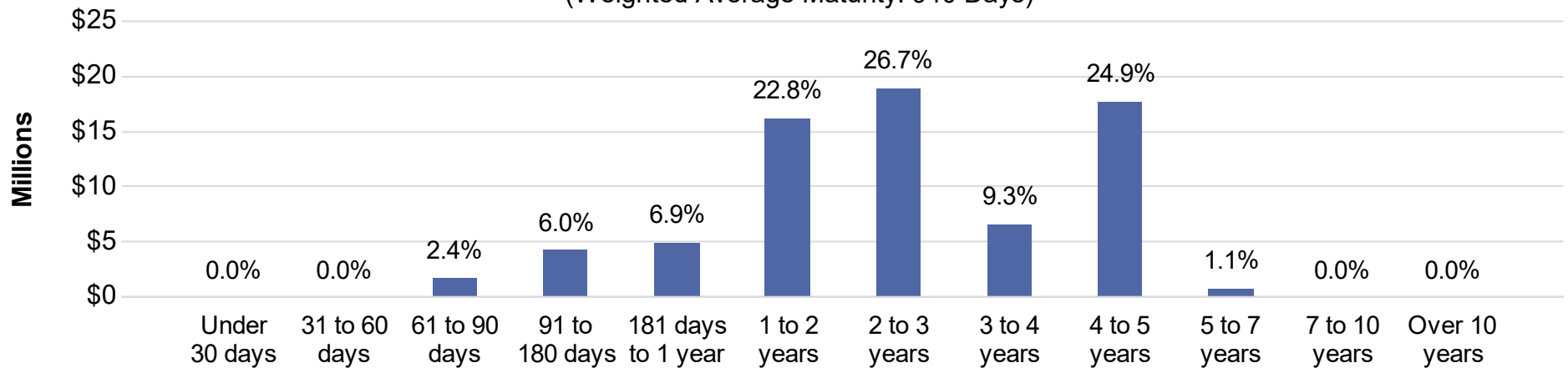
PFMAM Managed Account	\$70,927,095
Total Program	\$70,927,095

Sector Allocation



Maturity Distribution

(Weighted Average Maturity: 940 Days)



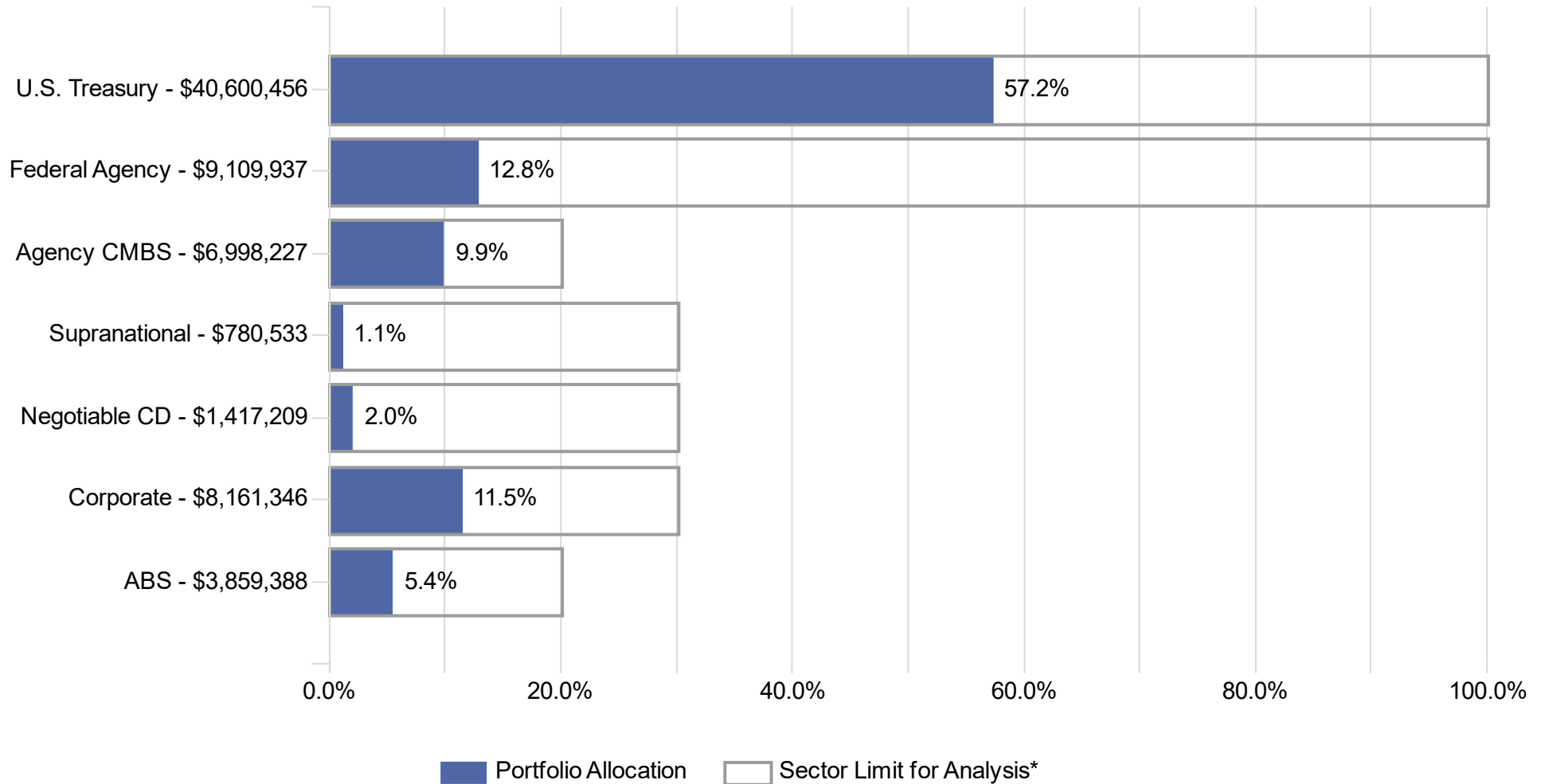
Account summary and sector allocation include market values, accrued interest, and overnight balances. Maturity distribution includes market values and excludes accrued interest and overnight balances

Account Summary

UNION SANITARY DISTRICT			
Portfolio Values	September 30, 2023	Analytics ¹	September 30, 2023
PFMAM Managed Account	\$70,630,948	Yield at Market	5.16%
Amortized Cost	\$73,959,097	Yield on Cost	2.56%
Market Value	\$70,630,948	Portfolio Duration	2.21
Accrued Interest	\$296,147		
Cash	\$0		

1. Yield at market, yield on cost, and portfolio duration only include investments held within the separately managed account(s), excludes balances invested in overnight funds.

Sector Allocation Analytics



For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.

*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

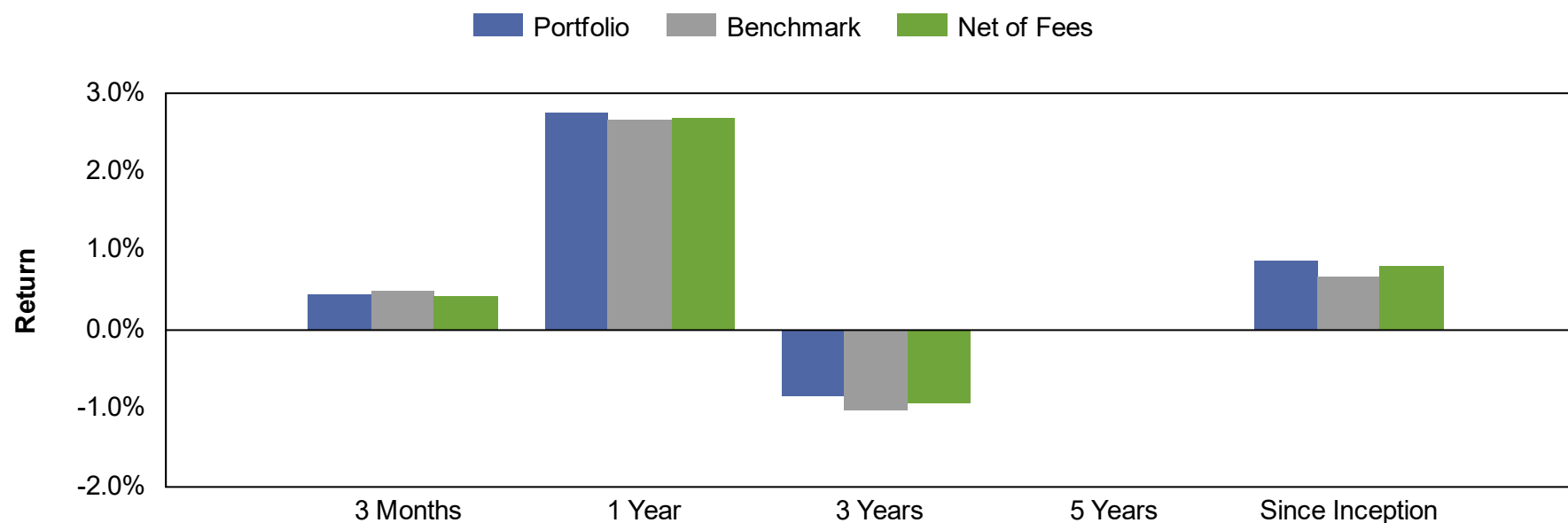
Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	57.2%	
UNITED STATES TREASURY	57.2%	AA / Aaa / AA
Federal Agency	12.8%	
FANNIE MAE	6.8%	AA / Aaa / AA
FEDERAL HOME LOAN BANKS	1.9%	AA / Aaa / NR
FREDDIE MAC	4.2%	AA / Aaa / AA
Agency CMBS	9.9%	
FANNIE MAE	1.0%	AA / Aaa / AA
FREDDIE MAC	8.9%	AA / Aaa / AA
Supranational	1.1%	
INTER-AMERICAN DEVELOPMENT BANK	1.1%	AAA / Aaa / AAA
Negotiable CD	2.0%	
RABOBANK NEDERLAND	1.0%	A / Aa / AA
TORONTO-DOMINION BANK	1.0%	A / A / NR
Corporate	11.5%	
BANK OF AMERICA CO	1.5%	A / Aa / AA
BRISTOL-MYERS SQUIBB CO	0.3%	A / A / NR
CITIGROUP INC	1.5%	A / A / A
DEERE & COMPANY	0.8%	A / A / A
GOLDMAN SACHS GROUP INC	0.5%	BBB / A / A
HOME DEPOT INC	1.0%	A / A / A
JP MORGAN CHASE & CO	1.0%	A / A / AA
MICROSOFT CORP	1.0%	AAA / Aaa / NR
NOVARTIS AG	1.0%	AA / A / AA
PACCAR FINANCIAL CORP	0.7%	A / A / NR
TARGET CORP	0.7%	A / A / A
THE BANK OF NEW YORK MELLON CORPORATION	0.9%	A / A / AA

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	11.5%	
TOYOTA MOTOR CORP	0.6%	A / A / A
ABS	5.4%	
AMERICAN EXPRESS CO	0.8%	AAA / NR / AAA
Bank of America Corp	0.4%	NR / Aaa / AAA
CARMAX AUTO OWNER TRUST	0.2%	AAA / NR / AAA
CHASE ISSURANCE	0.8%	AAA / NR / AAA
DISCOVER FINANCIAL SERVICES	0.2%	AAA / Aaa / NR
FIFTH THIRD AUTO TRUST	0.7%	AAA / Aaa / NR
HONDA AUTO RECEIVABLES	0.7%	AAA / Aaa / AAA
HYUNDAI AUTO RECEIVABLES	0.2%	AAA / NR / AAA
KUBOTA CREDIT OWNER TRUST	0.3%	NR / Aaa / AAA
TOYOTA MOTOR CORP	0.4%	AAA / Aaa / AAA
USAA AUTO OWNER TRUST	0.8%	AAA / Aaa / NR
Total	100.0%	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception ¹
Interest Earned ²	\$299,115	\$997,523	\$2,618,917	-	\$4,228,716
Change in Market Value	\$10,027	\$905,462	(\$4,490,913)	-	(\$2,311,923)
Total Dollar Return	\$309,142	\$1,902,985	(\$1,871,996)	-	\$1,916,793
Total Return³					
Portfolio	0.44%	2.76%	-0.85%	-	0.88%
Benchmark ⁴	0.50%	2.67%	-1.04%	-	0.68%
Basis Point Fee	0.02%	0.08%	0.08%	-	0.08%
Net of Fee Return	0.42%	2.68%	-0.94%	-	0.80%

1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is March 31, 2019.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

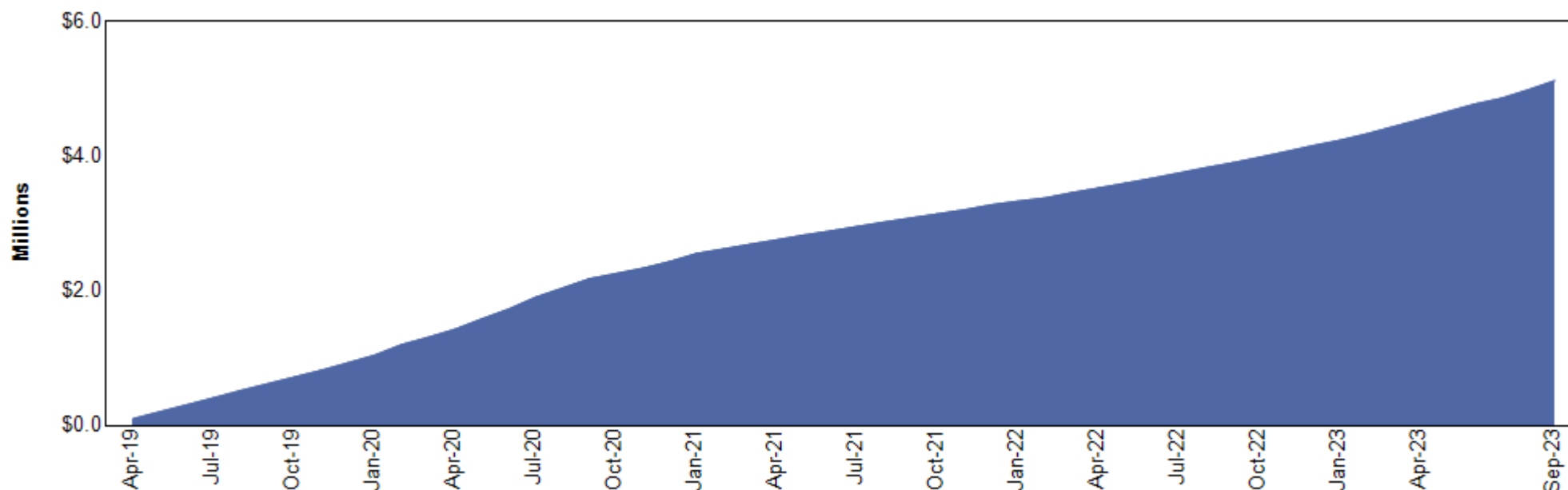
3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofA 0-5 Year U.S. Treasury Index. Source: Bloomberg.

Periodic Performance

Periodic Performance				
	Current Quarter	Q1 2023	Q4 2022	Since Inception 3/31/2019
Net Accrual Earnings	\$299,115	\$250,859	\$230,075	\$4,228,716
Change in Market Value	(\$415,940)	(\$415,940)	\$923,243	(\$2,311,923)
Total Dollar Return	\$10,027	(\$165,081)	\$1,153,318	\$1,916,793
Fees in Basis Points	0.02%	0.02%	0.02%	0.08%
Net of Fees Return	0.42%	-0.25%	1.04%	0.80%

Accrual Basis Earnings - UNION SANITARY DISTRICT



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception ¹
Interest Earned ²	\$299,115	\$997,523	\$2,618,917	-	\$4,228,716
Realized Gains / (Losses) ³	(\$65,000)	(\$85,786)	(\$985)	-	\$466,278
Change in Amortized Cost	\$114,842	\$306,227	\$323,455	-	\$420,431
Total Earnings	\$348,956	\$1,217,964	\$2,941,386	-	\$5,115,425

1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 2019.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

**Issuer Distribution
As of September 30, 2023**

Issuer	Market Value (\$)	% of Portfolio
UNITED STATES TREASURY	40,457,482	57.28%
FREDDIE MAC	9,252,734	13.10%
FANNIE MAE	5,485,400	7.77%
FEDERAL HOME LOAN BANKS	1,322,987	1.87%
CITIGROUP INC	1,055,329	1.49%
BANK OF AMERICA CO	1,043,267	1.48%
INTER-AMERICAN DEVELOPMENT BANK	780,442	1.10%
NOVARTIS AG	733,578	1.04%
JP MORGAN CHASE & CO	733,531	1.04%
TORONTO-DOMINION BANK	689,781	0.98%
TOYOTA MOTOR CORP	687,460	0.97%
RABOBANK NEDERLAND	685,293	0.97%
MICROSOFT CORP	678,128	0.96%
HOME DEPOT INC	673,114	0.95%
THE BANK OF NEW YORK MELLON CORPORATION	665,908	0.94%
AMERICAN EXPRESS CO	583,009	0.83%
USAA AUTO OWNER TRUST	568,743	0.81%
CHASE ISSURANCE	566,880	0.80%
DEERE & COMPANY	541,805	0.77%
PACCAR FINANCIAL CORP	522,309	0.74%
TARGET CORP	500,764	0.71%
HONDA AUTO RECEIVABLES	489,623	0.69%
FIFTH THIRD AUTO TRUST	488,314	0.69%
GOLDMAN SACHS GROUP INC	366,355	0.52%

Issuer	Market Value (\$)	% of Portfolio
BANK OF AMERICA CORP	294,257	0.42%
BRISTOL-MYERS SQUIBB CO	182,338	0.26%
KUBOTA CREDIT OWNER TRUST	178,126	0.25%
DISCOVER FINANCIAL SERVICES	147,445	0.21%
HYUNDAI AUTO RECEIVABLES	129,769	0.18%
CARMAX AUTO OWNER TRUST	126,774	0.18%
Grand Total	70,630,948	100.00%

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B NOTES DTD 11/30/2021 0.500% 11/30/2023	91282CDM0	1,710,000.00	AA+	Aaa	12/21/2021	12/21/2021	1,704,455.86	0.67	2,873.36	1,709,530.82	1,696,373.35
US TREASURY NOTES DTD 01/03/2017 2.250% 12/31/2023	912828V23	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,982,968.75	2.44	11,372.28	1,999,112.85	1,984,375.00
US TREASURY NOTES DTD 02/28/2017 2.125% 02/29/2024	912828W48	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,970,625.00	2.44	3,619.51	1,997,545.31	1,973,125.00
US TREASURY NOTES DTD 03/31/2017 2.125% 03/31/2024	912828W71	730,000.00	AA+	Aaa	3/2/2020	3/2/2020	767,412.50	0.84	42.38	734,569.85	718,023.47
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	590,000.00	AA+	Aaa	6/3/2019	6/7/2019	592,996.09	1.89	4,938.04	590,355.04	578,292.16
US TREASURY N/B NOTES DTD 05/15/2021 0.250% 05/15/2024	91282CCC3	2,530,000.00	AA+	Aaa	12/21/2021	12/21/2021	2,496,101.95	0.81	2,389.06	2,521,215.92	2,449,356.25
US TREASURY NOTES DTD 06/30/2017 2.000% 06/30/2024	912828XX3	355,000.00	AA+	Aaa	7/1/2019	7/3/2019	358,660.93	1.78	1,794.29	355,547.94	345,958.58
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	60,000.00	AA+	Aaa	1/11/2021	1/12/2021	62,655.47	0.33	376.63	60,757.61	57,534.37
US TREASURY N/B NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	2,495,000.00	AA+	Aaa	12/21/2021	12/21/2021	2,498,216.21	0.96	7,362.30	2,496,301.24	2,368,690.63
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	1,020,000.00	AA+	Aaa	5/17/2021	5/17/2021	1,005,576.56	0.61	856.97	1,014,054.61	940,312.50
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	2,570,000.00	AA+	Aaa	12/21/2021	12/21/2021	2,499,525.78	1.06	2,159.22	2,535,912.23	2,369,218.75
US TREASURY N/B NOTES DTD 06/15/2022 2.875% 06/15/2025	91282CEU1	865,000.00	AA+	Aaa	6/15/2022	6/15/2022	849,963.87	3.49	7,338.32	856,453.00	832,562.50
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	410,000.00	AA+	Aaa	8/13/2021	8/16/2021	403,417.58	0.65	87.29	406,878.26	373,996.88
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	500,000.00	AA+	Aaa	8/2/2021	8/2/2021	494,433.59	0.53	106.46	497,384.91	456,093.75
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	1,060,000.00	AA+	Aaa	9/7/2021	9/9/2021	1,042,195.31	0.67	7.24	1,051,229.81	964,434.43

UNION SANITARY DISTRICT

Portfolio Holdings

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	555,000.00	AA+	Aaa	10/1/2021	10/1/2021	542,664.26	0.80	580.64	548,703.89	503,055.44
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	1,020,000.00	AA+	Aaa	11/2/2021	11/3/2021	994,061.72	1.01	1,285.45	1,006,211.57	923,896.82
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	2,575,000.00	AA+	Aaa	12/21/2021	12/21/2021	2,498,856.45	1.14	3,245.13	2,533,173.92	2,332,386.59
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	535,000.00	AA+	Aaa	4/5/2021	4/7/2021	522,314.65	0.89	507.01	528,969.14	483,506.25
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	755,000.00	AA+	Aaa	1/22/2021	1/25/2021	752,847.07	0.43	715.51	754,017.37	682,331.25
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	600,000.00	AA+	Aaa	5/6/2021	5/7/2021	590,343.75	0.73	568.61	595,328.17	542,250.00
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	137,000.00	AA+	Aaa	5/3/2021	5/3/2021	134,629.26	0.75	129.83	135,855.70	123,813.75
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	1,000,000.00	AA+	Aaa	6/29/2022	6/30/2022	905,273.44	3.19	631.79	938,366.32	900,000.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	580,000.00	AA+	Aaa	5/19/2022	5/20/2022	529,884.38	2.85	366.44	548,381.20	522,000.00
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026	9128286A3	715,000.00	AA+	Aaa	2/4/2021	2/4/2021	791,164.26	0.46	3,162.13	750,657.58	678,356.25
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	390,000.00	AA+	Aaa	7/2/2021	7/7/2021	382,504.69	0.80	246.40	386,169.26	351,000.00
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	1,040,000.00	AA+	Aaa	12/3/2021	12/7/2021	1,011,968.75	1.15	442.86	1,024,005.48	936,162.45
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	1,260,000.00	AA+	Aaa	3/4/2021	3/5/2021	1,242,970.31	0.78	536.54	1,251,761.03	1,134,196.81
US TREASURY N/B NOTES DTD 04/30/2021 0.750% 04/30/2026	91282CBW0	245,000.00	AA+	Aaa	5/27/2021	5/28/2021	244,387.50	0.80	768.95	244,679.10	220,691.39
US TREASURY NOTES DTD 05/16/2016 1.625% 05/15/2026	912828R36	518,000.00	AA+	Aaa	12/21/2021	12/21/2021	527,429.22	1.20	3,179.44	523,618.78	476,721.88
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	395,000.00	AA+	Aaa	6/1/2021	6/1/2021	393,750.20	0.81	995.59	394,333.67	354,635.94
US TREASURY NOTES DTD 08/15/2016 1.500% 08/15/2026	9128282A7	360,000.00	AA+	Aaa	10/4/2022	10/4/2022	327,895.31	4.01	689.67	336,131.95	328,162.50

UNION SANITARY DISTRICT

Portfolio Holdings

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	645,000.00	AA+	Aaa	5/9/2022	5/10/2022	589,041.21	3.00	15.42	606,798.71	575,561.75
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	435,000.00	AA+	Aaa	7/5/2022	7/7/2022	423,751.17	2.85	1,250.03	426,763.77	401,423.44
US TREASURY NOTES DTD 05/15/2017 2.375% 05/15/2027	912828X88	310,000.00	AA+	Aaa	8/1/2022	8/1/2022	305,446.88	2.70	2,780.94	306,556.51	285,878.13
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027	9128282R0	1,365,000.00	AA+	Aaa	9/1/2022	9/6/2022	1,294,137.30	3.40	3,922.52	1,309,456.84	1,247,481.96
US TREASURY N/B NOTES DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	474,000.00	AA+	Aaa	11/1/2022	11/3/2022	470,907.89	4.27	53.42	471,480.76	464,075.63
US TREASURY NOTES DTD 09/30/2020 0.375% 09/30/2027	91282CAL5	910,000.00	AA+	Aaa	6/26/2023	6/26/2023	779,294.14	4.08	9.32	787,437.02	768,096.88
US TREASURY N/B NOTES DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	365,000.00	AA+	Aaa	12/1/2022	12/2/2022	371,187.89	3.74	6,300.71	370,142.78	357,243.75
US TREASURY N/B NOTES DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	1,150,000.00	AA+	Aaa	12/6/2022	12/8/2022	1,165,992.19	3.81	19,851.57	1,163,335.77	1,125,562.50
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027	91282CAU5	1,265,000.00	AA+	Aaa	1/3/2023	1/3/2023	1,076,238.28	3.93	2,646.88	1,105,270.30	1,069,913.22
US TREASURY N/B NOTES DTD 12/31/2022 3.875% 12/31/2027	91282CGC9	1,680,000.00	AA+	Aaa	5/31/2023	5/31/2023	1,680,262.50	3.87	16,451.90	1,680,243.22	1,628,550.00
US TREASURY N/B NOTES DTD 02/28/2023 4.000% 02/29/2028	91282CGP0	315,000.00	AA+	Aaa	3/1/2023	3/1/2023	311,333.20	4.26	1,073.08	311,762.93	306,878.92
US TREASURY N/B NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	464,000.00	AA+	Aaa	5/8/2023	5/10/2023	417,636.25	3.49	15.85	421,372.33	400,490.00
US TREASURY N/B NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	360,000.00	AA+	Aaa	5/8/2023	5/11/2023	323,521.88	3.52	12.29	326,442.58	310,725.00
US TREASURY N/B NOTES DTD 04/30/2021 1.250% 04/30/2028	91282CBZ3	525,000.00	AA+	Aaa	6/28/2023	6/30/2023	460,666.99	4.07	2,746.26	464,054.86	451,992.19
US TREASURY N/B NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	219,000.00	AA+	Aaa	5/3/2023	5/5/2023	219,923.91	3.41	3,207.64	219,848.35	208,734.37
US TREASURY N/B NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	1,315,000.00	AA+	Aaa	5/1/2023	5/1/2023	1,308,887.30	3.60	19,260.46	1,309,399.48	1,253,359.38
Security Type Sub-Total		43,372,000.00					42,320,379.65	1.95	142,973.63	42,607,579.74	40,457,482.06

UNION SANITARY DISTRICT

Portfolio Holdings

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Supranational											
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	820,000.00	AAA	Aaa	9/15/2021	9/23/2021	819,393.20	0.52	91.11	819,801.79	780,441.56
Security Type Sub-Total		820,000.00					819,393.20	0.52	91.11	819,801.79	780,441.56
Negotiable CD											
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	690,000.00	A	A1	10/27/2022	10/31/2022	690,000.00	5.44	35,121.96	690,000.00	689,780.65
COOPERAT RABOBANK UA/NY CERT DEPOS DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	700,000.00	A+	Aa2	7/17/2023	7/20/2023	700,000.00	5.08	7,013.22	700,000.00	685,293.00
Security Type Sub-Total		1,390,000.00					1,390,000.00	5.26	42,135.18	1,390,000.00	1,375,073.65
Federal Agency											
FANNIE MAE NOTES (CALLABLE) DTD 10/26/2020 0.310% 01/26/2024	3136G46V0	259,000.00	AA+	Aaa	10/23/2020	10/26/2020	258,896.40	0.32	144.97	258,989.79	254,767.16
FREDDIE MAC NOTES DTD 02/14/2020 1.500% 02/12/2025	3137EAEPO	1,035,000.00	AA+	Aaa	2/13/2020	2/14/2020	1,034,203.05	1.52	2,113.13	1,034,781.66	983,076.12
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	560,000.00	AA+	Aaa	4/15/2020	4/16/2020	557,222.40	0.60	1,298.89	559,145.71	521,064.88
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	455,000.00	AA+	Aaa	4/22/2020	4/24/2020	454,062.70	0.67	1,255.99	454,707.61	423,698.73
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	125,000.00	AA+	Aaa	4/28/2020	4/28/2020	124,763.75	0.66	345.05	124,926.14	116,400.75
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	865,000.00	AA+	Aaa	6/17/2020	6/19/2020	863,209.45	0.54	1,249.44	864,386.46	798,688.24
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	1,010,000.00	AA+	Aaa	10/26/2020	10/28/2020	1,011,494.80	0.47	1,458.89	1,010,551.83	932,572.39
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	525,000.00	AA+	Aaa	7/21/2020	7/23/2020	522,385.50	0.48	382.81	524,055.40	481,854.45
FANNIE MAE NOTES (CALLABLE) DTD 08/14/2020 0.500% 08/14/2025	3135G05S8	1,000,000.00	AA+	Aaa	8/24/2020	8/24/2020	998,400.00	0.53	652.78	999,398.24	916,305.00

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Portfolio Holdings

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency											
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	415,000.00	AA+	Aaa	10/21/2020	10/22/2020	412,754.85	0.49	155.63	414,118.70	379,403.79
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	555,000.00	AA+	Aaa	8/25/2020	8/27/2020	552,402.60	0.47	208.12	554,011.73	507,395.43
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	795,000.00	AA+	Aaa	9/23/2020	9/25/2020	792,607.05	0.44	66.25	794,051.48	724,989.92
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	520,000.00	AA+	Aaa	11/9/2020	11/12/2020	518,138.40	0.57	1,040.00	519,214.88	473,008.64
FREDDIE MAC NOTES (CALLABLE) DTD 02/23/2023 5.400% 02/23/2026	3134GYKA9	780,000.00	AA+	Aaa	2/15/2023	2/23/2023	780,000.00	5.40	4,446.00	780,000.00	773,270.94
FEDERAL HOME LOAN BANK NOTES (CALLABLE) DTD 08/10/2023 5.875% 08/10/2026	3130AWUY4	805,000.00	AA+	Aaa	8/29/2023	8/31/2023	804,557.25	5.89	6,699.95	804,570.02	801,922.49
Security Type Sub-Total		9,704,000.00					9,685,098.20	1.51	21,517.90	9,696,909.65	9,088,418.93
Corporate											
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	180,000.00	A+	A1	5/20/2020	5/26/2020	181,758.60	1.58	432.00	180,511.05	170,974.62
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	250,000.00	A+	A1	5/20/2020	5/26/2020	252,442.50	1.58	600.00	250,709.80	237,464.75
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	145,000.00	BBB+	A3	4/28/2021	5/4/2021	145,384.25	0.91	592.69	145,074.88	140,036.50
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	135,000.00	BBB+	A3	4/27/2021	5/4/2021	135,000.00	0.98	551.81	135,000.00	130,378.82
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	380,000.00	BBB+	A2	2/12/2021	2/17/2021	424,528.40	0.94	5,106.25	395,490.78	366,354.96
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	120,000.00	A-	A1	8/3/2021	8/10/2021	120,000.00	0.77	133.12	120,000.00	114,305.88

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	201,000.00	A+	A2	6/17/2021	6/21/2021	198,998.04	0.98	577.88	200,035.17	182,338.36
NOVARTIS CAPITAL CORP NOTES (CALLABLE) DTD 11/20/2015 3.000% 11/20/2025	66989HAJ7	770,000.00	AA-	A1	2/1/2023	2/3/2023	744,012.50	4.29	8,405.83	750,121.22	733,578.23
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	585,000.00	A-	A1	3/17/2022	3/22/2022	585,000.00	3.38	9,843.21	585,000.00	560,733.62
MICROSOFT CORP (CALLABLE) NOTES DTD 08/08/2016 2.400% 08/08/2026	594918BR4	730,000.00	AAA	Aaa	2/23/2022	2/25/2022	738,095.70	2.14	2,579.33	735,016.90	678,128.39
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/10/2023 5.050% 08/10/2026	69371RS56	525,000.00	A+	A1	8/9/2023	8/11/2023	527,157.75	4.90	3,755.94	527,057.25	522,309.38
BANK OF AMERICA NA CORPORATE NOTES DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	485,000.00	A+	Aa1	8/15/2023	8/18/2023	485,077.60	5.52	3,201.24	485,074.48	482,533.78
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	100,000.00	A	A2	1/19/2022	1/24/2022	99,830.00	1.99	411.67	99,887.54	90,227.80
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	455,000.00	A	A2	1/27/2022	1/31/2022	454,722.45	1.96	1,873.08	454,815.68	410,536.49
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	745,000.00	A	A1	1/26/2022	1/28/2022	747,398.90	1.98	2,757.53	746,581.43	665,907.82
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	735,000.00	A	A2	1/26/2023	1/30/2023	693,399.00	4.16	971.83	699,412.41	673,114.47
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028	46647PCW4	115,000.00	A-	A1	9/14/2023	9/18/2023	105,152.55	5.13	348.32	105,231.57	104,246.24
JPMORGAN CHASE & CORP NOTES (CALLABLE) DTD 04/25/2017 3.540% 05/01/2028	46647PAF3	560,000.00	A-	A1	5/16/2023	5/18/2023	530,762.40	4.73	8,260.00	532,959.26	514,979.36

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Portfolio Holdings

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	195,000.00	A	A2	7/14/2023	7/18/2023	196,911.00	4.73	2,064.56	196,832.38	192,094.50
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	105,000.00	A	A2	7/13/2023	7/14/2023	106,428.00	4.64	1,111.69	106,366.25	103,435.50
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	250,000.00	A	A2	7/11/2023	7/14/2023	249,627.50	4.98	2,646.88	249,643.61	246,275.00
CITIBANK NA CORP NOTES (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	785,000.00	A+	Aa3	9/26/2023	9/29/2023	785,000.00	5.80	253.08	785,000.00	784,913.65
Security Type Sub-Total		8,551,000.00					8,506,687.14	3.51	56,477.94	8,485,821.66	8,104,868.12
Agency CMBS											
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	505,000.00	AA+	Aaa	5/19/2023	5/24/2023	489,455.47	4.31	1,408.53	491,063.10	478,291.88
FHMS K064 A2 DTD 05/15/2017 3.224% 03/01/2027	3137BXQY1	750,000.00	AA+	Aaa	8/16/2023	8/18/2023	707,460.94	4.98	2,015.00	708,910.76	703,759.88
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	425,000.00	AA+	Aaa	8/16/2023	8/18/2023	400,711.91	4.97	1,148.56	401,520.29	397,997.39
FHLMC MULTIFAMILY STRUCTURED P DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	660,000.00	AA+	Aaa	8/17/2023	8/22/2023	617,203.13	5.01	1,714.35	618,444.52	614,423.22
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	695,000.00	AA+	Aaa	9/20/2023	9/28/2023	684,093.37	5.19	2,780.00	684,111.81	679,510.98
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	365,000.00	AA+	Aaa	9/7/2023	9/14/2023	359,541.43	5.01	1,414.38	359,591.67	354,345.95
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	574,444.07	AA+	Aaa	7/19/2023	7/27/2023	574,429.72	4.78	2,286.77	574,430.25	563,727.22
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	700,000.00	AA+	Aaa	7/13/2023	7/20/2023	706,991.60	4.59	2,811.08	706,704.54	687,123.14
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6	715,000.00	AA+	Aaa	7/18/2023	7/31/2023	702,878.52	4.58	2,496.54	703,296.73	683,159.77

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Portfolio Holdings

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency CMBS											
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	725,000.00	AA+	Aaa	9/7/2023	9/14/2023	714,275.08	4.99	2,809.38	714,368.27	704,388.55
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	405,000.00	AA+	Aaa	9/19/2023	9/28/2023	404,997.98	5.27	1,779.30	404,998.33	403,925.70
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	715,000.00	AA+	Aaa	9/20/2023	9/28/2023	706,453.61	5.07	2,860.00	706,466.89	702,049.08
Security Type Sub-Total		7,234,444.07					7,068,492.76	4.89	25,523.89	7,073,907.16	6,972,702.76
ABS											
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	2,319.45	AAA	NR	1/14/2020	1/22/2020	2,318.99	1.89	1.95	2,319.34	2,316.47
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	41,748.00	NR	Aaa	2/17/2021	2/24/2021	41,747.23	0.27	3.13	41,747.71	41,031.86
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	52,133.50	AAA	NR	4/20/2021	4/28/2021	52,128.02	0.38	8.80	52,131.05	51,104.70
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	33,800.54	AAA	NR	1/20/2021	1/27/2021	33,793.88	0.34	5.11	33,797.53	32,959.07
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	144,905.62	AAA	Aaa	9/21/2021	9/27/2021	144,894.07	0.43	27.69	144,899.47	140,133.78
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	94,310.80	AAA	NR	4/13/2021	4/21/2021	94,290.49	0.52	21.80	94,300.78	91,498.57
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	81,402.39	AAA	NR	11/9/2021	11/17/2021	81,384.23	0.75	26.77	81,391.79	78,664.67
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	155,000.00	AAA	Aaa	9/20/2021	9/27/2021	154,966.81	0.58	39.96	154,980.24	147,445.21
KCOT 2023-2A A3 DTD 07/26/2023 5.280% 01/18/2028	500945AC4	180,000.00	NR	Aaa	7/18/2023	7/26/2023	179,954.53	5.29	422.40	179,956.39	178,125.68
BAAT 2023-1A A3 DTD 07/31/2023 5.530% 02/15/2028	06428AAC2	295,000.00	NR	Aaa	7/25/2023	7/31/2023	294,988.82	5.53	725.04	294,989.24	294,256.78
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	450,000.00	AAA	NR	8/15/2023	8/22/2023	449,907.21	5.42	879.13	449,909.47	448,591.01
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	140,000.00	AAA	NR	8/8/2023	8/15/2023	139,968.33	5.17	321.07	139,969.20	138,886.87

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
USAOT 2023-A A3 DTD 09/15/2023 5.580% 05/15/2028	90291VAC4	570,000.00	AAA	Aaa	9/7/2023	9/15/2023	569,900.25	5.58	1,413.60	569,899.55	568,742.64
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	490,000.00	AAA	Aaa	8/15/2023	8/23/2023	489,969.62	5.53	1,204.31	489,970.27	488,314.30
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	585,000.00	AAA	NR	9/12/2023	9/19/2023	584,973.85	5.23	1,019.85	584,972.68	583,008.66
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	570,000.00	AAA	NR	9/7/2023	9/15/2023	569,842.00	5.17	1,307.20	569,841.92	566,880.22
Security Type Sub-Total		3,885,620.30					3,885,028.33	4.64	7,427.81	3,885,076.63	3,851,960.49
Managed Account Sub Total		74,957,064.37					73,675,079.28	2.56	296,147.46	73,959,096.63	70,630,947.57
Securities Sub Total		\$74,957,064.37					\$73,675,079.28	2.56%	\$296,147.46	\$73,959,096.63	\$70,630,947.57
Accrued Interest											\$296,147.46
Total Investments											\$70,927,095.03

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
7/7/2023	7/10/2023	800,000.00	912796Y37	US TREASURY BILL	0.00%	8/3/2023	797,288.00	5.10%	
7/11/2023	7/14/2023	250,000.00	24422EXB0	JOHN DEERE CAPITAL CORP CORPORATE NOTES	4.95%	7/14/2028	249,627.50	4.98%	
7/13/2023	7/14/2023	105,000.00	24422EXB0	JOHN DEERE CAPITAL CORP CORPORATE NOTES	4.95%	7/14/2028	106,428.00	4.64%	
7/13/2023	7/20/2023	700,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	708,771.95	4.59%	
7/14/2023	7/18/2023	195,000.00	24422EXB0	JOHN DEERE CAPITAL CORP CORPORATE NOTES	4.95%	7/14/2028	197,018.25	4.73%	
7/17/2023	7/20/2023	700,000.00	21684LGS5	COOPERAT RABOBANK UA/NY CERT DEPOS	5.08%	7/17/2026	700,000.00	5.08%	
7/18/2023	7/21/2023	705,000.00	91282CCN9	US TREASURY N/B NOTES	0.12%	7/31/2023	704,479.95	4.94%	
7/18/2023	7/21/2023	180,000.00	912796Y29	US TREASURY BILL	0.00%	7/27/2023	179,851.13	4.97%	
7/18/2023	7/26/2023	180,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	179,954.53	5.29%	
7/18/2023	7/31/2023	715,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	705,375.06	4.58%	
7/19/2023	7/21/2023	581,000.00	912796Y29	US TREASURY BILL	0.00%	7/27/2023	580,515.74	5.01%	
7/19/2023	7/27/2023	575,000.00	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	576,969.41	4.78%	
7/25/2023	7/31/2023	295,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	294,988.82	5.53%	
7/31/2023	7/31/2023	2,170,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	2,160,209.41	5.26%	
8/2/2023	8/3/2023	800,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	796,736.13	5.27%	
8/7/2023	8/7/2023	1,150,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	1,145,978.45	5.26%	
8/8/2023	8/15/2023	140,000.00	89231FAD2	TAOT 2023-C A3	5.16%	4/17/2028	139,968.33	5.17%	

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
8/9/2023	8/11/2023	525,000.00	69371RS56	PACCAR FINANCIAL CORP CORPORATE NOTES	5.05%	8/10/2026	527,231.40	4.90%	
8/15/2023	8/18/2023	485,000.00	06428CAA2	BANK OF AMERICA NA CORPORATE NOTES	5.52%	8/18/2026	485,077.60	5.52%	
8/15/2023	8/22/2023	450,000.00	43815QAC1	HAROT 2023-3 A3	5.41%	2/18/2028	449,907.21	5.42%	
8/15/2023	8/23/2023	490,000.00	31680EAD3	FITAT 2023-1 A3	5.53%	8/15/2028	489,969.62	5.53%	
8/16/2023	8/18/2023	425,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	401,362.76	4.97%	
8/16/2023	8/18/2023	750,000.00	3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	708,602.77	4.98%	
8/17/2023	8/22/2023	660,000.00	3137F2LJ3	FHLMC MULTIFAMILY STRUCTURED P	3.11%	6/1/2027	618,403.18	5.01%	
8/22/2023	8/24/2023	520,000.00	912828T26	US TREASURY NOTES	1.37%	9/30/2023	520,678.75	5.50%	
8/29/2023	8/31/2023	805,000.00	3130AWUY4	FEDERAL HOME LOAN BANK NOTES (CALLABLE)	5.87%	8/10/2026	807,316.05	5.89%	
9/7/2023	9/14/2023	365,000.00	3137HAMG8	FHMS K506 A1	4.65%	5/1/2028	360,154.33	5.01%	
9/7/2023	9/14/2023	725,000.00	3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	715,492.48	4.99%	
9/7/2023	9/15/2023	570,000.00	90291VAC4	USAOT 2023-A A3	5.58%	5/15/2028	569,900.25	5.58%	
9/7/2023	9/15/2023	570,000.00	161571HT4	CHAIT 2023-A1 A	5.16%	9/15/2028	569,842.00	5.17%	
9/12/2023	9/19/2023	585,000.00	02582JKD1	AMXCA 2023-3 A	5.23%	9/15/2028	584,973.85	5.23%	
9/14/2023	9/18/2023	115,000.00	46647PCW4	JPMORGAN CHASE CORP NOTES (CALLABLE)	2.94%	2/24/2028	105,378.49	5.13%	
9/19/2023	9/28/2023	405,000.00	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	406,599.35	5.27%	
9/20/2023	9/21/2023	1,824,000.00	912796CS6	US TREASURY BILL	0.00%	9/28/2023	1,822,151.48	5.22%	

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
9/20/2023	9/28/2023	695,000.00	3137HAMR4	FHMS K507 A1	4.80%	4/1/2028	686,595.37	5.19%	
9/20/2023	9/28/2023	715,000.00	3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	709,027.61	5.07%	
9/26/2023	9/29/2023	785,000.00	17325FBB3	CITIBANK NA CORP NOTES (CALLABLE)	5.80%	9/29/2028	785,000.00	5.80%	
Total BUY		22,705,000.00					22,547,825.21		0.00
INTEREST									
7/1/2023	7/25/2023	505,000.00	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	1,408.53		
7/10/2023	7/10/2023	565,000.00	24422EVY2	JOHN DEERE CAPITAL CORP CORPORATE NOTES	1.25%	1/10/2025	3,531.25		
7/15/2023	7/15/2023	178,144.17	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	63.83		
7/15/2023	7/15/2023	71,026.91	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	22.49		
7/15/2023	7/15/2023	155,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	74.92		
7/15/2023	7/15/2023	95,000.00	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	58.58		
7/15/2023	7/15/2023	555,000.00	87612EBM7	TARGET CORP CORP NOTES (CALLABLE)	1.95%	1/15/2027	5,411.25		
7/15/2023	7/15/2023	20,202.47	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/2024	31.82		
7/15/2023	7/15/2023	119,044.60	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	51.59		
7/15/2023	7/15/2023	44,281.37	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	12.55		
7/21/2023	7/21/2023	525,000.00	3137EAEU9	FREDDIE MAC NOTES	0.37%	7/21/2025	984.38		
7/21/2023	7/21/2023	60,648.20	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	13.65		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
7/21/2023	7/21/2023	3,093.15	43813RAC1	HAROT 2020-1 A3	1.61%	4/22/2024	4.15		
7/26/2023	7/26/2023	745,000.00	06406RBA4	BANK OF NY MELLON CORP (CALLABLE) CORPOR	2.05%	1/26/2027	7,636.25		
7/26/2023	7/26/2023	259,000.00	3136G46V0	FANNIE MAE NOTES (CALLABLE)	0.31%	1/26/2024	401.45		
7/31/2023	7/31/2023	1,970,000.00	91282CBH3	US TREASURY NOTES	0.37%	1/31/2026	3,693.75		
7/31/2023	7/31/2023	715,000.00	9128286A3	US TREASURY NOTES	2.62%	1/31/2026	9,384.38		
8/1/2023	8/25/2023	575,000.00	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	2,288.98		
8/1/2023	8/25/2023	700,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	2,811.08		
8/1/2023	8/25/2023	715,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	2,496.54		
8/1/2023	8/25/2023	505,000.00	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	1,408.53		
8/8/2023	8/8/2023	730,000.00	594918BR4	MICROSOFT CORP (CALLABLE) NOTES	2.40%	8/8/2026	8,760.00		
8/9/2023	8/9/2023	120,000.00	46647PCM6	JPMORGAN CHASE & CO CORP NOTES (CALLABLE	0.76%	8/9/2025	460.80		
8/12/2023	8/12/2023	1,035,000.00	3137EAEP0	FREDDIE MAC NOTES	1.50%	2/12/2025	7,762.50		
8/13/2023	8/13/2023	430,000.00	89236TGT6	TOYOTA MOTOR CREDIT CORP CORP NOTES	1.80%	2/13/2025	3,870.00		
8/14/2023	8/14/2023	1,000,000.00	3135G05S8	FANNIE MAE NOTES (CALLABLE)	0.50%	8/14/2025	2,500.00		
8/15/2023	8/15/2023	110,664.18	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	47.95		
8/15/2023	8/15/2023	64,474.93	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	20.42		
8/15/2023	8/15/2023	360,000.00	9128282A7	US TREASURY NOTES	1.50%	8/15/2026	2,700.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
8/15/2023	8/15/2023	295,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	679.73		
8/15/2023	8/15/2023	166,465.91	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	59.65		
8/15/2023	8/15/2023	40,762.35	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	11.55		
8/15/2023	8/15/2023	180,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	501.60		
8/15/2023	8/15/2023	435,000.00	912828V98	US TREASURY NOTES	2.25%	2/15/2027	4,893.75		
8/15/2023	8/15/2023	92,895.14	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	57.29		
8/15/2023	8/15/2023	155,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	74.92		
8/15/2023	8/15/2023	1,365,000.00	9128282R0	US TREASURY NOTES	2.25%	8/15/2027	15,356.25		
8/15/2023	8/15/2023	14,068.77	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/2024	22.16		
8/21/2023	8/21/2023	54,094.09	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	12.17		
8/23/2023	8/23/2023	780,000.00	3134GYKA9	FREDDIE MAC NOTES (CALLABLE)	5.40%	2/23/2026	21,060.00		
8/25/2023	8/25/2023	970,000.00	3135G05X7	FANNIE MAE NOTES	0.37%	8/25/2025	1,818.75		
8/31/2023	8/31/2023	910,000.00	91282CAJ0	US TREASURY NOTES	0.25%	8/31/2025	1,137.50		
8/31/2023	8/31/2023	2,000,000.00	912828W48	US TREASURY NOTES	2.12%	2/29/2024	21,250.00		
8/31/2023	8/31/2023	2,300,000.00	91282CBQ3	US TREASURY NOTES	0.50%	2/28/2026	5,750.00		
8/31/2023	8/31/2023	315,000.00	91282CGP0	US TREASURY N/B NOTES	4.00%	2/29/2028	6,300.00		
9/1/2023	9/25/2023	700,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	2,811.08		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/1/2023	9/25/2023	574,722.78	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	2,287.88		
9/1/2023	9/25/2023	425,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	1,148.56		
9/1/2023	9/25/2023	505,000.00	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	1,408.53		
9/1/2023	9/25/2023	750,000.00	3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	2,015.00		
9/1/2023	9/25/2023	715,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	2,496.54		
9/1/2023	9/25/2023	660,000.00	3137F2LJ3	FHLMC MULTIFAMILY STRUCTURED P	3.11%	6/1/2027	1,714.35		
9/14/2023	9/14/2023	735,000.00	437076BT8	HOME DEPOT INC CORP NOTES (CALLABLE)	2.80%	9/14/2027	10,290.00		
9/15/2023	9/15/2023	295,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	1,359.46		
9/15/2023	9/15/2023	87,132.61	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	53.73		
9/15/2023	9/15/2023	8,393.50	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/2024	13.22		
9/15/2023	9/15/2023	490,000.00	31680EAD3	FITAT 2023-1 A3	5.53%	8/15/2028	1,655.93		
9/15/2023	9/15/2023	58,266.99	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	18.45		
9/15/2023	9/15/2023	155,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	74.92		
9/15/2023	9/15/2023	140,000.00	89231FAD2	TAOT 2023-C A3	5.16%	4/17/2028	602.00		
9/15/2023	9/15/2023	102,744.82	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	44.52		
9/15/2023	9/15/2023	180,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	792.00		
9/15/2023	9/15/2023	155,721.19	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	55.80		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/15/2023	9/15/2023	37,481.96	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	10.62		
9/18/2023	9/18/2023	450,000.00	43815QAC1	HAROT 2023-3 A3	5.41%	2/18/2028	1,758.25		
9/21/2023	9/21/2023	47,907.57	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	10.78		
9/23/2023	9/23/2023	795,000.00	3137EAEX3	FREDDIE MAC NOTES	0.37%	9/23/2025	1,490.63		
9/23/2023	9/23/2023	820,000.00	4581X0DZ8	INTER-AMERICAN DEVEL BK NOTES	0.50%	9/23/2024	2,050.00		
9/30/2023	9/30/2023	730,000.00	912828W71	US TREASURY NOTES	2.12%	3/31/2024	7,756.25		
9/30/2023	9/30/2023	1,060,000.00	91282CAM3	US TREASURY NOTES	0.25%	9/30/2025	1,325.00		
9/30/2023	9/30/2023	910,000.00	91282CAL5	US TREASURY NOTES	0.37%	9/30/2027	1,706.25		
9/30/2023	9/30/2023	824,000.00	91282CBS9	US TREASURY N/B NOTES	1.25%	3/31/2028	5,150.00		
9/30/2023	9/30/2023	474,000.00	91282CFM8	US TREASURY N/B NOTES	4.12%	9/30/2027	9,776.25		
9/30/2023	9/30/2023	645,000.00	91282CCZ2	US TREASURY N/B NOTES	0.87%	9/30/2026	2,821.88		
Total INTEREST		36,534,237.66					209,594.82		0.00
MATURITY									
7/10/2023	7/10/2023	795,000.00	3135G05G4	FANNIE MAE NOTES	0.25%	7/10/2023	795,993.75		
7/27/2023	7/27/2023	581,000.00	912796Y29	US TREASURY BILL	0.00%	7/27/2023	581,000.00		
7/31/2023	7/31/2023	2,104,000.00	91282CCN9	US TREASURY N/B NOTES	0.12%	7/31/2023	2,105,315.00		
7/31/2023	7/31/2023	705,000.00	91282CCN9	US TREASURY N/B NOTES	0.12%	7/31/2023	705,440.63		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
MATURITY									
7/31/2023	7/31/2023	335,000.00	912828S92	US TREASURY NOTES	1.25%	7/31/2023	337,093.75		
8/3/2023	8/3/2023	800,000.00	912796Y37	US TREASURY BILL	0.00%	8/3/2023	800,000.00		
8/24/2023	8/24/2023	520,000.00	3137EAEV7	FREDDIE MAC NOTES	0.25%	8/24/2023	520,650.00		
8/31/2023	8/31/2023	774,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	774,000.00		
9/15/2023	9/15/2023	1,100,000.00	91282CAK7	US TREASURY NOTES	0.12%	9/15/2023	1,100,687.50		
9/16/2023	9/16/2023	110,000.00	46647PBS4	JPMORGAN CHASE CORP NOTES (CALLED,OMD 9/	0.65%	9/16/2023	110,359.15		
9/21/2023	9/21/2023	1,625,000.00	3133EMAM4	FEDERAL FARM CREDIT BANK (CALLABLE)	0.25%	9/21/2023	1,627,031.25		
9/28/2023	9/28/2023	1,824,000.00	912796CS6	US TREASURY BILL	0.00%	9/28/2023	1,824,000.00		
9/30/2023	9/30/2023	150,000.00	912828T26	US TREASURY NOTES	1.37%	9/30/2023	151,031.25		
Total MATURITY		11,423,000.00					11,432,602.28		0.00
PAYDOWNS									
7/15/2023	7/15/2023	3,519.02	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	3,519.02		
7/15/2023	7/15/2023	6,551.98	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	6,551.98		
7/15/2023	7/15/2023	2,104.86	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	2,104.86		
7/15/2023	7/15/2023	8,380.42	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	8,380.42		
7/15/2023	7/15/2023	11,678.26	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	11,678.26		
7/15/2023	7/15/2023	6,133.70	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/2024	6,133.70		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
7/21/2023	7/21/2023	6,554.11	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	6,554.11		
7/21/2023	7/21/2023	3,093.15	43813RAC1	HAROT 2020-1 A3	1.61%	4/22/2024	3,093.15		
8/1/2023	8/25/2023	277.22	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	277.22		
8/15/2023	8/15/2023	6,207.94	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	6,207.94		
8/15/2023	8/15/2023	7,919.36	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	7,919.36		
8/15/2023	8/15/2023	10,744.72	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	10,744.72		
8/15/2023	8/15/2023	3,280.39	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	3,280.39		
8/15/2023	8/15/2023	5,675.27	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/2024	5,675.27		
8/15/2023	8/15/2023	5,762.53	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	5,762.53		
8/21/2023	8/21/2023	6,186.52	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	6,186.52		
9/1/2023	9/25/2023	278.71	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	278.71		
9/15/2023	9/15/2023	8,434.02	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	8,434.02		
9/15/2023	9/15/2023	6,074.05	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/2024	6,074.05		
9/15/2023	9/15/2023	5,730.22	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	5,730.22		
9/15/2023	9/15/2023	3,681.42	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	3,681.42		
9/15/2023	9/15/2023	6,133.49	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	6,133.49		
9/15/2023	9/15/2023	10,815.57	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	10,815.57		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
9/21/2023	9/21/2023	6,159.57	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	6,159.57		
Total PAYDOWNS		141,376.50					141,376.50		0.00
SELL									
7/11/2023	7/14/2023	380,000.00	24422EVY2	JOHN DEERE CAPITAL CORP CORPORATE NOTES	1.25%	1/10/2025	358,419.38		-16,579.45
7/13/2023	7/20/2023	700,000.00	912828S92	US TREASURY NOTES	1.25%	7/31/2023	703,261.46		-637.63
7/14/2023	7/18/2023	185,000.00	24422EVY2	JOHN DEERE CAPITAL CORP CORPORATE NOTES	1.25%	1/10/2025	174,881.94		-7,727.00
7/14/2023	7/18/2023	25,000.00	91282CCN9	US TREASURY N/B NOTES	0.12%	7/31/2023	24,969.58		-0.69
7/17/2023	7/20/2023	765,000.00	9128282A7	US TREASURY NOTES	1.50%	8/15/2026	708,354.74		-7,309.40
7/18/2023	7/21/2023	200,000.00	91282CBH3	US TREASURY NOTES	0.37%	1/31/2026	180,924.59		-17,299.39
7/18/2023	7/21/2023	695,000.00	91282CGP0	US TREASURY N/B NOTES	4.00%	2/29/2028	704,526.74		6,185.11
7/19/2023	7/21/2023	581,000.00	91282CCN9	US TREASURY N/B NOTES	0.12%	7/31/2023	580,594.11		41.72
7/24/2023	7/26/2023	180,000.00	912796Y29	US TREASURY BILL	0.00%	7/27/2023	179,975.00		-0.19
8/9/2023	8/11/2023	530,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	528,455.05		-2.21
8/11/2023	8/15/2023	120,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	119,719.87		-0.69
8/15/2023	8/18/2023	505,000.00	06051GFX2	BANK OF AMERICA CORP NOTES	3.50%	4/19/2026	485,239.07		-13,415.13
8/16/2023	8/18/2023	1,155,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	1,152,812.61		-2.08
8/17/2023	8/22/2023	244,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	243,680.06		0.04

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
SELL									
8/17/2023	8/22/2023	376,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	375,506.97		0.05
8/17/2023	8/22/2023	86,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	85,887.24		0.02
8/17/2023	8/22/2023	365,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	364,521.44		-0.46
8/17/2023	8/23/2023	470,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	469,452.24		0.10
9/11/2023	9/14/2023	1,100,000.00	912828T26	US TREASURY NOTES	1.37%	9/30/2023	1,104,881.77		-1,538.49
9/11/2023	9/15/2023	35,000.00	912828T26	US TREASURY NOTES	1.37%	9/30/2023	35,163.48		-43.07
9/18/2023	9/19/2023	175,000.00	912828T26	US TREASURY NOTES	1.37%	9/30/2023	175,918.90		5.55
9/18/2023	9/19/2023	410,000.00	912828T26	US TREASURY NOTES	1.37%	9/30/2023	412,152.82		-373.22
9/20/2023	9/21/2023	195,000.00	912828T26	US TREASURY NOTES	1.37%	9/30/2023	196,069.03		-7.41
9/27/2023	9/29/2023	795,000.00	91282CDM0	US TREASURY N/B NOTES	0.50%	11/30/2023	789,792.66		-6,296.08
Total SELL		10,272,000.00					10,155,160.75		-65,000.00

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- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- **Repurchase Agreements:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **Settle Date:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **Supranational:** A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- **Trade Date:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **Unsettled Trade:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. Treasury:** The department of the U.S. government that issues Treasury securities.
- **Yield:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM at Cost:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM at Market:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



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District Engineer*

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**DECEMBER 11, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM #7C**

TITLE: **First Quarter FY 24 District-Wide Balanced Scorecard Measures (*This is an Information Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, CFO/ Business Services Work Group Manager
Alisa Gordon, Organizational Support Team Coach
Karoline Terrazas, Organizational Performance Manager

Recommendation

Information only.

Discussion

This report summarizes progress meeting the District's strategic objectives and safety measures for the first quarter of fiscal year 2024 to date (July 1 – September 30, 2023).

Safety

During the first quarter, the District experienced two OSHA reportable incidents that resulted in lost days. One was COVID related, and the other was an injury due to a minor vehicle accident.

Members of the safety committee attended a site visit to Silicon Valley Clean Water in September. The best safety practice visits are an opportunity to collaborate with our peer agencies with the potential of identifying opportunities to enhance our safety program.

Operational Excellence

The Districts' improved Operational Excellence scorecard measures are displayed in tables 2 through 5. Note that the track and report measures do not have a colored outcome.

- Customer measures- Ensuring a timely response to customers remains a top priority for the District. On average, during the first quarter the District has maintained a response

time of approximately 18 minutes to service calls, which aligns with the goal of responding within one hour or less.

- Financial measures- Many of our financial measures are reported annually to ensure consistency with the Annual Comprehensive Financial Report. This was reviewed at the November board meeting and the FY23 data was updated accordingly.

The District reported that the usage of chemicals ferrous chloride, and hydrogen peroxide, used for odor control, were out of range due to the increased hydrogen sulfide in the wastewater. In addition, an increase in hypochlorite was required to ensure our effluent quality met discharge requirements.

- Internal process measures- A notable change from last year’s scorecard is the replacement of “workorder totals” with the “% of workorders completed.” District staff has identified that reporting completion percentage provides a more accurate picture of performance among our plant mechanics. In the first quarter, 98% of workorders were completed within 30 days.
- Employee growth and development measure- District employees completed several safety related training courses during the first quarter, including Confined Space, Hazard Communication, and Drivers Safety.

Measure Outcome Color Key

District will meet and/or exceed this metric
District is monitoring/taking action on this metric
District anticipates not meeting this metric by fiscal end
T&R- Track and report metric

Background

District-Wide Balanced Scorecard Measures are presented quarterly.

Previous Board Action

None

Attachment:

Table 1: Safety Objectives and Measures

Table 2-5: Operational Excellence Objectives and Measures

Table 1: Safety Objectives and Measures

USD Safety Balanced Scorecard										
	Target	Q1	Q2	Q3	Q4	FY24 to Date	Comments	FY23	FY22	FY21
Reduce the number of incidents										
Total incidents with lost days	0	2				2	1 incident is a result of COVID exposure	3	5	2
Other OSHA recordable incidents	≤4	2				2	1 incident is a result of COVID exposure	5	9	1
# Incidents of vehicle or equipment accidents/damage	≤2	1				1		4	3	1
Reduce the impact of incidents on employees and the District										
Cost associated with vehicle/equipment accidents	≤\$5000	\$0.00				\$0.00		16,092.67	\$1,338.75	\$11,194.02
Ave FTE lost time	<0.5	0.05				0.05		0.03	0.61	1.03
Total Costs: Lost time Wages only	≤\$46,883	\$1,879.57				\$1,879.57		\$1,784.34	\$83,731.16	\$99,187.81
Ave FTE limited duty time	≤0.5	0.00				0		0	0	0
Total costs: Limited duty/Other 1/2 wages	≤\$23,441	\$0.00				\$0.00		\$0.00	\$0.00	\$0.00
X- Mod	≤1.0					TBD		0.78	0.83	0.82
Identify and correct poor practices and potential hazards										
# Facility inspections completed (SIT)	2	N/A				N/A		1	N/A	N/A
% of areas of concern identified during internal facility inspections that are resolved within 60 days of report	90%	N/A				N/A		100%	N/A	N/A
# work site inspections completed	278	76				76		321	313	346
Implement industry best practices										
# site visits (for potential BMPS) completed and discussed by ET	1	1				1		N/A	N/A	N/A
Communicate our commitment to safety										
# GM communications on status of safety program and performance	≥4	13				13		53	47	34
# safety strategy reviews conducted by ET and EHSS	2	0				0		2	2	48
Educate employees in safe work practices										
# of major safety training events offered	13	5						13	17	13
Ave % of targeted employees trained vs. plan	≥90%	97.00%						94.4%	92.76%	92.66%
Create a positive safety culture										
% Positive responses on the employees safety survey (ave)	≥75%	N/A	N/A	N/A	N/A	N/A	Not scheduled in FY24	93.6%	POSTPONED	POSTPONED

Table 2: Operational Excellence Objectives and Measures

CUSTOMER OBJECTIVES										
	Target	Q1	Q2	Q3	Q4	FY24 to Date	Comments	FY23	FY22	FY21
Stewardship: Demonstrate responsible stewardship of District assets and the environment										
# of Outreach Activities/Events Completed	98	27				27		167	138	90
Community Events / Online Outreach	53	21				21		83	84	9
Business	5	1				1		5	3	4
Schools	35	2				2		73	44	73
Civic	5	3				3		6	7	4
Service: Provide reliable, high quality service										
% of service calls responded to within 1 hour	≥95%	100%				100%		100%	100.00%	98.43%
Average time to customer contact	T&R	18 Minutes				18 Minutes		21 min	19 min	N/A
Initial response time to contact USD website inquiries (% within 3 business days)	≥90%	98%				98%		98%	100.00%	99.50%
Average Response time of contact USD website inquiries (in days)	T&R	0.61 days				0.61 days		0.76	0.54	N/A
# of adverse impacts on customers that were caused by USD (non-SSO)	≤10	0				0		0	4	2
Emergencies: Be prepared for emergencies										
# of Emergency Preparedness Activities/Events Completed	4	1				1		10	7	5
Drills	2	0				0		2	1	1
Training/Exercises (or Communication)	1	1				1		6	3	1
Documents, Plans, Policies Updated	1	0				0		2	3	3

Table 3: Operational Excellence Objectives and Measures (continued)

FINANCIAL OBJECTIVES								FY23	FY22	FY21
	Target	Q1	Q2	Q3	Q4	FY24 to Date	Comments			
Fiscal responsibility: Ensure funding for critical programs and projects, while maintaining comparable rates										
Residential Sewer Service Charge (SSC) compared to other local agencies	T&R					Annual		14.7th	11.7th	5.8th
\$: SSC Union Sanitary District	T&R					Annual		\$530.00	\$491.00	\$455
\$: SSC Regional Average	T&R					Annual	FY24 data not available	Annual	\$482.00	\$505
\$: SSC National Average	T&R					Annual	FY24 data not available	Annual	\$551.00	\$526
Total Service Population Change	T&R					Annual		343,680	344,855	356,823
Total Parcels Served	T&R					Annual		94,031	93,378	92,714
Fiscal responsibility: (Financial) Accurately project and control costs										
Debt Coverage Ratio	1.5					Annual		8.64	8.93	6.71
PERS Funding Level	90-100%					Annual		65.60%	76.66%	65.79%
OPEB Funding Level	90-100%					Annual		81.49%	81.49%	60.85%
% of Budgeted Operating Expenditures	95-103%	23.51%				23.51%		92.20%	94%	100%
% of Budgeted Overtime Used	T&R	22.21%				22.21%		89.57%	93.62%	N/A
% of Budgeted Special Projects Expenditures	80-110%	10.94%				10.94%		51.50%	33.26%	N/A
Fiscal responsibility: (Chemical Usage) Accurately project and control costs										
Ferrous Chloride Usage	≤ 40	43.30 GPH				43.30 GPH		36.3 GPH	39.3 GPH	N/A
Hydrogen Peroxide Usage	≤ 14	18.3 GPH				18.3 GPH		13.3 GPH	14.3 GPH	N/A
Hypochlorite Usage	≤ 143	171.60 GPH				171.60 GPH		153.6 GPH	142.4 GPH	N/A
Polymer Usage - Gravity Belt Thickener (GBT)	≤ 5.5	4.90 lbs/dry ton				4.90 lbs/dry ton		3.8 lbs/dry ton	4.1 lbs/dry ton	N/A
Polymer Usage - Dewatering	≤ 37	31.1 lbs/dry ton				31.1 lbs/dry ton		37.8 lbs/dry ton	35.3 lbs/dry ton	N/A
Fiscal responsibility: (Process) Accurately project and control costs										
Energy Produced: Cogeneration	T&R	33952 kwh/d				33952 kwh/d		33,683 kwh/d	32,887 kwh/d	N/A
Energy Produced: Solar	T&R	441 kwh/d				441 kwh/d		347 kwh/d	348 kwh/d	N/A
Total Electrical Usage	T&R	53992 kwh/d				53992 kwh/d		52,451 kwh/d	52,039 kwh/d	N/A
Plant Daily Flow (Average)	T&R	22.40 mgd				22.40 mgd		23.9 mgd	22.6 mgd	N/A
Influent Total Suspended Solids	T&R	371.00 mg/L				371.00 mg/L		337 mg/L	361 mg/L	N/A
Effluent Total Suspended Solids	T&R	8.70 mg/L				8.70 mg/L		11.6 mg/L	10.3 mg/L	N/A
% Removal of Total Suspended Solids	≥85%	98%				98%		97%	97%	N/A

Table 4: Operational Excellence Objectives and Measures (continued)

INTERNAL PROCESS OBJECTIVES								FY23	FY22	FY21
	Target	Q1	Q2	Q3	Q4	FY24 to Date	Comments			
Asset Management: Manage and maintain assets and infrastructure										
% of Preventative and Proactive Maintenance Workorders Completed	≥60%	98%				98%	New for FY24	N/A	N/A	N/A
Total # of Urgent Responses (Plant)	T&R	2				2	New for FY24	N/A	N/A	N/A
Total # of Urgent Responses (Field)	T&R	65				65	New for FY24	N/A	N/A	N/A
% of Collection System Cleaned per Plan	100%	20.3%				20.3%		100.9%	104.1%	N/A
Environmental Protection: Maintain our ability to meet current and future regulations										
# of Category 1 Spills	0	0				0		0	0	0
# of Category 2/3/4 Spills	≤10	1				1		1	1	3
Settleability Performance: Sludge Volume Index (SVI)	100 - 150 mL/gal	275 m/gal				275 m/gal		240 mL/gal	276 mL/gal	N/A
Number of Days SVI Outside of Range	T&R	59 days				59 days		217	232	N/A
Planning: Plan for long-term financial, project, and staffing needs										
Districtwide Critical Projects On schedule	≥85					Annual		46%	68.40%	N/A
How many hours project points expend on District projects	T&R					Annual		884.25	1,336.12	N/A
Efficiency: Optimize processes; Use technology and resources effectively										
# of projects that improve efficiency	T&R					Annual		7	6	N/A

Table 5: Operational Excellence Objectives and Measures (continued)

EMPLOYEE GROWTH & DEVELOPMENT OBJECTIVES										
	Target	Q1	Q2	Q3	Q4	FY24 to Date	Comments	FY23	FY22	FY21
Employees: Maintain a highly competent, flexible workforce										
Employee Turnover Rate- Total	T&R					Annual		8.82%	9.29%	3.57%
Employee Turnover Rate Nonretirement	T&R					Annual		2.94%	5.00%	2.14%
% of employees completing training beyond District scheduled	≥80%					Annual		68%	54%	60%
Average training hours per FTE	≥20	7.85 Hours				7.85 Hours		32.00	19.65	16.99
Business Services	≥20	9.01 Hours				9.01 Hours		30.42	16.01	19.15
Technical Services	≥20	6.80 Hours				6.80 Hours		24.31	17.02	18.25
Collections Systems	≥20	6.43 Hours				6.43 Hours		26.76	22.29	15.181
Fabrication, Maintenance, and Construction	≥20	7.02 Hours				7.02 Hours		48.01	25.26	18.85
Treatment and Disposal	≥20	9.97 Hours				9.97 Hours		30.51	16.36	14.66
Safety: Work safely; reduce accidents and injuries										
See Safety Scorecard										
Culture: Foster a collaborative employee-management relationship that encourages new ideas and continuous improvement										
% of employee participating in committee and/or taskforces (Excludes management)	≥45%					Annual		33%	34%	36%
# Districtwide Employee Engagement Activities Completed (Survey, training, events)	T&R	0				0		2	0	N/A



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**DECEMBER 11, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: Authorize the General Manager to Execute an Information Technology (IT) Support Contract with Halcyon Networks (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Robert Simonich, Maintenance & Technology Manager
Chris Pachmayer, Electrical & Technology Coach

Recommendation

Authorize the General Manager to execute an information technology (IT) support contract with Halcyon Networks in the amount of \$208,000.

Discussion

The District's IT Analyst is a member of the United States Naval Reserves Program and is being called to active duty. The IT Analyst's military deployment is expected to occur from January of 2024 through August of 2024. The deployment of the IT Analyst will reduce the staffing of the IT team from five (5) full-time team members down to four (4). The District will cover the temporary loss of the IT Analyst position with a full-time consultant from Halcyon Networks who will fulfil the IT Analyst job responsibilities for up to 12 months. The consultant will be on site 8 hours per day Monday – Friday.

The \$208,000 cost of hiring a consultant is not budgeted in the FY 24 FMC budget. The money needed to fund the IT support contract will come from two areas which are as follows:

1. The Navy will pay the IT Analyst a salary during his deployment with the District making up the difference between his Navy salary and regular District salary. The expected salary savings to the District will be \$68,467.73.
2. The rest of the \$139,532.27 (\$208,000 – \$68,467.73) needed to fund the remainder of the IT support contract will come from deferring 12,000-volt and 5,000-volt switchgear and breaker maintenance from FY 24 to FY 25. This work is valued at \$150,000 and will now take place between August and October of 2024.

Background

The District's IT team consists of five (5) employees responsible for implementing, maintaining, and supporting the District's IT hardware and software systems. The IT Analyst position assists with the day-to-day operations of information systems and associated equipment and provides training and support to District employees. An example of duties includes tasks such as operating the help desk, assisting with IT training of new employees, deployment of desktop and lap top computers, maintaining and updating device end point protection, and completing other numerous tasks and small projects.

Previous Board Action

N/A



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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

**DECEMBER 11, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: Consider and Approve Three Resolutions for the Application for Clean Water State Revolving Fund Financial Assistance for the WAS Thickener Replacement Project *(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
Derek Chiu, Assistant Engineer

Recommendation

Staff recommends the Board consider all the following resolutions:

- (1) Resolution to authorize the application for the Clean Water State Revolving Fund financial assistance for the WAS Thickener Replacement Project and designate the General Manager or his designee as the District's representative to execute the financial assistance application for a financing agreement,
- (2) Resolution to dedicate and pledge the Wastewater Enterprise Fund and Net Revenues thereof for the repayment of any and all Clean Water State Revolving Fund financial assistance on the WAS Thickener Replacement Project,
- (3) Resolution to reimburse expenditures paid prior to the approval of the WAS Thickener Replacement Project Clean Water State Revolving Fund financial assistance by the State Water Resources Control Board.

Discussion

The WAS Thickener Replacement Project (Project) was previously postponed due to limited staff and financial resources already dedicated to ongoing construction projects (ETSU, standby power

and various other CIP projects underway). This postponement provided staff with an opportunity to further evaluate funding opportunities, which included applying for Clean Water State Revolving Fund (CWSRF) financial assistance. Accordingly, staff is preparing an application package to the State Water Resources Control Board (SWRCB) for financial assistance of up to \$22.5 million for the design and construction of the Project.

The SWRCB requires Union Sanitary District's (District's) governing body to adopt an "Authorizing Resolution" to authorize and direct a representative to sign and file the financial assistance application and execute documents on behalf of the District. The attached "Authorizing Resolution" document meets this requirement and recommends that the General Manager, or his designee, be designated to execute the financial assistance application documents. This designation is consistent with previous designations for past CIP projects when CWSRF financial assistance was pursued.

The SWRCB also requires the District's governing body to adopt a "Pledged Revenues and Fund(s) Resolution" to dedicate and pledge the Wastewater Enterprise Fund and Net Revenues thereof for the repayment of CWSRF financial assistance. The District has established the SRF Contingency Reserve fund for repayment of CWSRF financial assistance. The fund shall remain in effect throughout the term of such financing unless modification or change of such dedication is approved in writing by the SWRCB. The attached "Pledged Revenues and Fund(s) Resolution" document meets this requirement.

Furthermore, the SWRCB requires the District's governing body to adopt a "Reimbursement Resolution" that would allow the District to incur expenditures on the Project before the approval of the CWSRF financial assistance application. Staff is requesting authorization to file the financial assistance application for up to \$22.5 million. The final amount of financial assistance the District requests from the SWRCB will be contingent upon the construction contract amount awarded by the Board. The attached "Reimbursement Resolution" document meets this requirement and states the District's intention to get reimbursed by the SWRCB for expenditures incurred on the Project before the approval of the CWSRF financial assistance application.

Background

The WAS Thickening Building was originally constructed during the 1978 Plant Construction Project. The building was initially referred to as the Sludge Dewatering Building and housed three belt presses that were later relocated to the Solids Handling Building during the 1985 Plant Expansion Project. The WAS Thickening Building was retrofitted to its present configuration for gravity belt thickeners (GBTs) during the 1993 Plant Upgrade Project.

Most of the equipment, instruments, and electrical components in the WAS Thickening Building are over 20 years old and are at the end of their useful life. Consequently, staff has been

experiencing maintenance and operational challenges with equipment that is within a building with limited space and a damp and odorous environment. The equipment has become obsolete, and the power and control systems are antiquated and need to be replaced.

On August 10, 2020, the Board authorized the General Manager to execute Task Order No. 2 with Carollo Engineers, Inc. (Carollo) to perform the final design services for the Project. Carollo completed the Project's design one year later in August 2021.

The Project's scope includes:

- Replacement of the three existing GBTs and associated electrical equipment, piping, valves, instruments, and controls.
- Replacement of the existing polymer blending units.
- Demolition of the two existing polymer storage tanks and replacement with a single new polymer storage tank.
- Replacement of polymer piping and recirculation pump and their associated valves, instruments, and controls.
- Replacement of the existing PWAS and TWAS pumps and associated piping and valves.
- Replacement of the existing HVAC ductwork and fans.
- Replacement of the existing motor control centers (MCCs) with one new consolidated MCC.
- Replacement of the existing programmable logic controller.
- Replacement of the existing building roofing and addition of fall protection and railing on the roof.

Previous Board Action

November 12, 2018, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Carollo in the amount of \$284,233 for providing predesign services for the Project.

August 10, 2020, the Board authorized the General Manager to execute Task Order No. 2 with Carollo in the amount of \$806,942 for providing final design services for the Project.

January 23, 2023, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 2 with Carollo in the amount of \$209,777 for providing additional design services for the Project.

Agenda Item No. 11
Meeting of December 11, 2023
Page 4

Attachments: Authorizing Resolution/Ordinance
Pledged Revenues and Fund(s) Resolution
Reimbursement Resolution

RESOLUTION NO. _____

AUTHORIZING RESOLUTION/ORDINANCE

BE IT RESOLVED, by the Board of Directors of the Union Sanitary District (the “Entity”), in Alameda County, California, as follows:

The General Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the WAS Thickener Replacement Project (the “Project”).

The Authorized Representative, or his/her designee, is designated to provide assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Union Sanitary District, in Alameda County, California, held on the 11th day of December 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

MANNY FERNANDEZ
President, Board of Directors
Union Sanitary District

TOM HANDLEY
Secretary, Board of Directors
Union Sanitary District

RESOLUTION NO. _____

PLEDGED REVENUES AND FUND(S) RESOLUTION

WHEREAS, the Union Sanitary District (the “Entity”) has established the SRF Contingency Reserve fund for the repayment of the Clean Water State Revolving Fund financial assistance per the Entity’s policy; and

WHEREAS, the Board of Directors of the Entity approved the Capital Improvement Program that identified the WAS Thickener Replacement Project.

THEREFORE, BE IT RESOLVED, the Entity hereby dedicates and pledges the Wastewater Enterprise Fund and Net Revenues thereof for the repayment of any and all Clean Water State Revolving Fund and/or Water Recycling Funding Program financing for the WAS Thickener Replacement Project (the “Project”). The Entity commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the Entity has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board. So long as the financing agreement(s) are outstanding, the Entity’s pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreement(s) are outstanding, the Entity commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet its obligations under the financing agreement(s).

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Union Sanitary District, in Alameda County, California, held on the 11th day of December 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

MANNY FERNANDEZ
President, Board of Directors
Union Sanitary District

Attest:

TOM HANDLEY
Secretary, Board of Directors
Union Sanitary District

RESOLUTION NO. _____

REIMBURSEMENT RESOLUTION

WHEREAS, the Union Sanitary District (the "Agency") desires to finance the costs of constructing the WAS Thickener Replacement Project (the "Project"); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, THE AGENCY DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$22,500,000.00.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Union Sanitary District, in Alameda County, California, held on the 11th day of December 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

MANNY FERNANDEZ
President, Board of Directors
Union Sanitary District

Attest:

TOM HANDLEY
Secretary, Board of Directors
Union Sanitary District



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Directors
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Jennifer Toy

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

Karen W. Murphy
Attorney

**DECEMBER 11, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Siegel & Strain Architects for the Field Operations Building Improvements Project (*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
Jose Rivas, Assistant Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Siegel & Strain Architects (Siegel & Strain) in the amount of \$301,310 for the Field Operations Building Improvements Project (Project).

Discussion

Previous studies concluded that the existing Administrative, Control, FMC, and Field Operations buildings have various deficiencies ranging from water intrusion to obsolete mechanical, electrical and plumbing systems that are nearing the end of their useful lives and need to be replaced. Additionally, the buildings no longer conform to current building and seismic codes and need to be updated. While the issues associated with the Field Operations Building were determined to be not as severe, it was suggested that improvements could be completed in phases with the Administrative, Control, and FMC buildings being addressed first followed by the Field Operations Building.

The Field Operations Building was constructed in 1999. The building includes the offices, crew room, and locker rooms for the Collection Services workgroup, a supplies warehouse, and an auto shop. The objective of the Project is to construct the necessary improvements to address the identified deficiencies, upgrade the building to meet current building and seismic codes, and modify the layout to utilize the available space more efficiently.

On July 5, 2023, staff issued Request for Proposals (RFPs) inviting nine qualified architectural firms to participate in the consultant selection process. On August 4, 2023, three proposals were received from Kappe Architects, MWA Architects, and Siegel & Strain. The remaining firms declined to submit a proposal because they did not have the available personnel for the Project. Staff selected Siegel & Strain due to their team’s experience working together on similar projects, most notably the District’s ETSU Campus Building Project which is currently under construction.

The purpose of Task Order No. 1 is to authorize Siegel & Strain to provide the architectural and engineering predesign services for the Project. The scope of services will include the following:

- Conducting a space needs assessment to determine the most optimum layout that maximizes the existing building footprint. This work includes analyzing existing office spaces, crew room, conference room, warehouse, auto shop, and locker rooms.
- Performing a detailed evaluation and making recommendations for improving the building’s existing systems. This work includes evaluating the existing structural system (including seismic design); building envelope (including windows and doors, insulation, thermal performance, waterproofing); and mechanical, electrical, and plumbing systems.
- Utilizing the results of the above assessments to develop a range of design and budget alternatives. This work includes evaluating options for modernizing the exterior/interior finishings and fixtures within the existing Field Operations Building to be coordinated with the new Campus Building. The selected alternative and associated budget will serve as the basis of the final design for the Project.

Siegel & Strain’s scope of services and fees for Task Order No. 1 are summarized below:

Task No.	Task Description	Fee
1	Project Management	\$34,557
2A	Space Needs Assessment	\$34,338
2B	Existing Conditions Assessment	\$109,820
2C	Project Definition	\$122,595
Task Order No. 1 Not-to-Exceed Fee		\$301,310

Staff believes the total not-to-exceed fee of \$301,310 is reasonable given the level of effort required. Siegel & Strain anticipates completing the predesign by summer2024.

Background

The Field Operations Building is comprised of two structurally separate, one-story buildings that were constructed in 1999 using the 1994 Uniform Building Code. One structure is a low-bay, wood-framed structure while the other is a high-bay wood-framed structure with a precast concrete tilt-up wall lateral system.

In 2014, J2 Building Consultants, Inc. (J2) was hired to conduct a water leak investigation of the existing Administration and Field Operations buildings. Both buildings had been experiencing ongoing water intrusions for several years with various attempts made to correct or limit the issue. An invasive inspection was performed to determine if the issues resulting in water intrusion were systemic or isolated defects. The building envelopes were found to have systemic installation deficiencies with improperly lapped flashing located under the exterior cladding. To properly address these deficiencies, J2 recommended the total removal and replacement of the cladding components at all elevations of the two buildings to correct the defects located behind the stucco cladding, stone tiles, and exterior coatings.

In 2016, Degenkolb Engineers was hired to perform a seismic vulnerability assessment of various District structures, including the Field Operations Building. Deficiencies that were identified included deficient anchorage of the precast concrete panels, inadequate clear distance between the low-bay and high-bay portions of the building, and overstressed shear walls. Recommendations to address these deficiencies included installing steel pipe bracings, hold-down anchors, and stiffeners, and constructing additional shear walls.

In 2019, the Board approved the Final Report for the Enhanced treatment & Site Upgrade (ETSU) Program. Among other things, the ETSU Program recommended the construction of a new Campus Building in lieu of retrofitting the existing Administration and Control buildings and constructing a new FMC Building. The Campus Building is currently under construction and is anticipated to be completed in late 2024. However, the Collection Services workgroup will remain working out of the existing Field Operations Building for the foreseeable future. Therefore, significant improvements are required in the near term to address the identified vulnerabilities and upgrade the building to meet current building codes.

Previous Board Action

None

Attachments: Figure 1 – Site Plan
Agreement
Task Order No. 1

**UNION SANITARY DISTRICT
ALVARADO WASTEWATER TREATMENT PLANT**

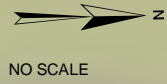


Figure 1 - Site Plan

FIELD OPERATIONS BUILDING IMPROVEMENTS PROJECT

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

SIEGEL & STRAIN ARCHITECTS

FOR

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT MADE AS OF _____, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and SIEGEL & STRAIN ARCHITECTS (hereinafter referred to as Consultant).

WITNESSETH:

WHEREAS, District intends to construct the Field Operations Building Improvements Project (hereinafter referred to as Project), and,

WHEREAS, District requires certain professional services in connection with the Project (hereinafter referred as Services); and

WHEREAS, Consultant is qualified and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

ARTICLE 1 - SERVICES TO BE PERFORMED BY CONSULTANT

- 1.1 Specific Services and the associated scope of services, payment, schedule, and personnel will be defined in specific Task Order as mutually agreed by District and Consultant.
- 1.2 All Task Orders will by reference incorporate the terms and conditions of this Agreement, and become formal amendments hereto.

ARTICLE 2 - COMPENSATION

2.1 Compensation for consulting services performed under this Agreement shall include:

- (1) Direct labor costs, multiplied by an agreed upon fixed factor (the Multiplier), to compensate for fringe benefits, indirect costs, and profit.
- (2) Non-labor direct project charge not included in the fixed factor and acceptable, without any markup.
- (3) Subconsultant costs, with a maximum markup of 5%.

Definitions are as follows:

- (a) Direct labor is salaries and wages paid to personnel for time directly chargeable to the project. Direct labor does not include the cost of Consultant's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the cost of the time of executive and administrative personnel and others whose time is not identifiable to the project.
- (b) Fringe benefits include Consultant's statutory and customary benefits, such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.
- (c) Indirect costs are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Consultant's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the time of executive and administrative personnel and others whose time is not identifiable to the Project or to any other project. Under no circumstances can the same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
- (d) The Multiplier is a multiplicative factor which is applied to direct labor costs, and compensates Consultant for fringe benefits and indirect costs (overhead) and profit.
- (e) Other non-labor direct project charges shall be included in the overhead and these charges include typical expenses as cost of

transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

Alternatively, the District and the Consultant may agree to utilize the fully-encumbered hourly rates and fees for Services performed by the Consultant. These hourly rates and fees shall be based on the Consultant's rate schedule published at the time this Agreement or Task Order is executed and shall be attached to each applicable Task Order.

- 2.2 Reimbursement for mileage shall not exceed the prevailing Internal Revenue Service's standard mileage rate.
- 2.3 A *Cost Ceiling* will be established for each Task Order which is based upon estimated labor-hours and cost estimates. Costs as described above, comprising direct labor, overhead cost, and other direct costs, shall be payable up to a Cost Ceiling as specified in the Task Order. A *Maximum Fee Ceiling*, or *Task Order Firm Ceiling*, will also be established for each Task Order which includes the Cost Ceiling plus the Professional Fee.
- 2.4 Consultant shall invoice District monthly for the actual costs incurred, and a pro-rated portion of the Professional Fee for work performed during the previous month. If the Maximum Fee Ceiling is reached, the Consultant will complete the agreed-upon work for the Maximum Fee Ceiling. With District staff approval, labor hours may be reallocated within the tasks without renegotiation in such a manner so as not to exceed the Maximum Fee Ceiling.
- 2.5 The Consultant shall provide the District with a review of the budget amounts when 75 percent of the Cost Ceiling for any task has been expended. Consultant may request a revision in the Cost Ceiling for performance of this Agreement, and will relate the rationale for the revision to the specific basis of estimate as defined in the Scope of Services. Such notification will be submitted to the District at the earliest possible date. The authorized Cost Ceiling shall not be exceeded without written approval of the District.
- 2.6 The Professional Fee will not be changed except in the case of a written amendment to the Agreement which alters the Scope of Services. District and Consultant agree to negotiate an increase or decrease in Cost Ceiling and Professional Fee for any change in Scope of Services required at any time during the term of this Agreement. Consultant will not commence work on the altered Scope of Services until authorized by District.

- 2.7 Direct labor rates are subject to revision to coincide with Consultant's normal salary review schedule. Adjustments in direct labor rates shall not affect the firm ceiling without prior written authorization of the District.
- 2.8 District shall pay Consultant in accordance with each Task Order for Services.
- 2.9 Consultant shall submit monthly statements for Services rendered. District will make prompt monthly payments in response to Consultant 's monthly statements.

ARTICLE 3 - PERIOD OF SERVICE

- 3.1 Consultant 's services will be performed and the specified services rendered and deliverables submitted within the time period or by the date stipulated in each Task Order.
- 3.2 Consultant 's services under this Agreement will be considered complete when the services are rendered and/or final deliverable is submitted and accepted by District.
- 3.3 If any time period within or date by which any of the Consultant 's services are to be completed is exceeded through no fault of Consultant, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

District will do the following in a timely manner so as not to delay the services of Consultant.

- 4.1 Provide all criteria and full information as to District's requirements for the services assignment and designate in writing a person with authority to act on District's behalf on all matters concerning the Consultant's services.
- 4.2 Furnish to Consultant all existing studies, reports and other available data pertinent to the Consultant's services, obtain or authorize Consultant to obtain or provide additional reports and data as required, and furnish to Consultant services of others required for the performance of Consultant 's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by District or others in performing Consultant 's services under this Agreement.

- 4.3 Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.
- 4.4 Perform such other functions as are indicated in each Task Order related to duties of District.
- 4.5 Bear all costs incident to compliance with the requirements of this Section.

ARTICLE 5 - STANDARD OF CARE

- 5.1 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional Consultant under similar circumstance and Consultant shall, at no cost to District, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

- 6.1 Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' , or vendors' methods of determining prices, or over competitive bidding or market conditions or economic conditions, Consultant's cost estimate and economic analysis shall be made on the basis of qualification and experience as a professional engineer.
- 6.2 Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant 's forecast schedules shall be made on the basis of qualification and experience as a professional engineer.
- 6.3 Consultant cannot and does not guarantee that proposals, bids or actual project costs will not vary from his cost estimates or that actual schedules will not vary from his forecast schedules.

ARTICLE 7 - SUBCONTRACTING

- 7.1 No subcontract shall be awarded by Consultant until prior written approval is obtained from the District.

ARTICLE 8 - CONSULTANT-ASSIGNED PERSONNEL

- 8.1 Consultant shall designate in writing an individual to have immediate responsibility for the performance of the services and for all matters relating to performance under this Agreement. Key personnel to be assigned by Consultant will be stipulated in each Task Order. Substitution of any assigned person shall require the prior written approval of the District, which shall not be unreasonably withheld. If the District determines that a proposed substitution is not responsible or qualified to perform the services then, at the request of the District, Consultant shall substitute a qualified and responsible person.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 All work products, drawings, data, reports, files, estimate and other such information and materials (except proprietary computer programs, including source codes purchased or developed with Consultant monies) as may be accumulated by Consultant to complete services under this Agreement shall be owned by the District.
- 9.2 Consultant shall retain custody of all project data and documents other than deliverables specified in each Task Order, but shall make access thereto available to the District at all reasonable times the District may request. District may make and retain copies for information and reference.
- 9.3 All deliverables and other information prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by District or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Consultant; and District shall indemnify and hold harmless Consultant against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by District and Consultant.

ARTICLE 10 - RECORDS OF LABOR AND COSTS

- 10.1 Consultant shall maintain for all Task Orders, records of all labor and costs used in claims for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; a methodology and

calculation of the Multiplier for fringe benefits and indirect costs; and invoices, time sheets, or other factors used as a basis for determining other non-labor Project charges. These records must be made available to the District upon reasonable notice of no more than 48 hours during the period of the performance of this Agreement.

- 10.2 After delivery of Services (completion of Task Orders) under this Agreement, the Consultant's records of all costs used in claims for compensation under this Agreement shall be available to District's accountants and auditors for inspection and verification. These records will be maintained by Consultant and made reasonably accessible to the District for a period of three (3) years after completion of Task Orders under this Agreement.
- 10.3 Consultant agrees to cooperate and provide any and all information concerning the Project costs which are a factor in determining compensation under this Agreement as requested by the District or any public agency which has any part in providing financing for, or authority over, the Services which are provided under the Agreement.
- 10.4 Failure to provide documentation or substantiation of all Project costs used as a factor in compensation paid under Article 2 hereof will be grounds for District to refuse payment of any statement submitted by the Consultant and for a back charge for any District funds, including interest from payment; or grant, matching, or other funds from agencies assisting District in financing the Services specified in this Agreement.

ARTICLE 11 - INSURANCE

Consultant shall provide and maintain at all times during the performance of the Agreement the following insurances:

- 11.1 Workers' Compensation and Employer's Liability Insurance for protection of Consultant's employees as required by law and as will protect Consultant from loss or damage because of personal injuries, including death to any of his employees.
- 11.2 Comprehensive Automobile Liability Insurance. Consultant agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect Consultant against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits

of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 Combined Single Limit.

11.3 Comprehensive General Liability Insurance as will protect Consultant and District from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the Consultant's operations under this Agreement, which insurance shall name the District as additional insured. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure Consultant and District from any and all claims arising from the following:

1. Personal injury;
2. Bodily injury;
3. Property damage;
4. Broad form property damage;
5. Independent contractors;
6. Blanket contractual liability.

11.4 Consultant shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of Consultant pursuant to this Agreement, in an amount of not less than \$1,000,000. The said policy shall cover the indemnity provisions under this Agreement.

11.5 Consultant agrees to maintain such insurance at Consultant's expense in full force and effect in a company or companies satisfactory to the District. All coverage shall remain in effect until completion of the Project.

11.6 Consultant will furnish the District with certificates of insurance and endorsements issued by Consultant's insurance carrier and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled without at least thirty (30) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included. The endorsements will show the District as an additional insured on Consultant's insurance policies for the coverage required in Article 11 for services performed under this Agreement, except for workers' compensation and professional liability insurance.

11.7 Waiver of Subrogation: Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the

payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Consultant, its employees, agents and subconsultants.

ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Consultant agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 12.2 Consultant shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Consultant, its agents, servants, or employees in the performance of its services under this Agreement. In no event shall Consultant's costs to defend the District exceed the Consultant's proportionate percentage of negligence or fault, based upon a final judicial determination, except that if one or more defendants in an action are unable to pay its share of defense costs due to bankruptcy or dissolution, Consultant shall meet and confer with the other defendant parties regarding defense costs.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Consultant, Consultant agrees to defend District. In the event District accepts Consultant's defense, District agrees to indemnify and reimburse Consultant on a pro rata basis for all expenses of defense and any judgment or amount paid by Consultant in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of proportionate negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Consultant shall indemnify District against legal liability for damages arising out of claims by Consultant's employees. District shall indemnify Consultant against legal liability for damages arising out of claims by District's employees.

- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Consultant to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
- 12.7 To the maximum extent permitted by law, Consultant's liability for District's damage will not exceed the aggregate compensation received by Consultant under this Agreement or the maximum amount of professional liability insurance available at the time of any settlement or judgment, which ever is greater.

ARTICLE 13 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. District will have no right to supervise the methods used, but District will have the right to observe such performance. Consultant shall work closely with District in performing Services under this Agreement.

ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the Services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Task Order.

ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by District and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of District or in response to legal process.

ARTICLE 16 - TERMINATION OF CONTRACT

- 16.1 The obligation to continue Services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 16.2 District shall have the right to terminate this Agreement or suspend performance thereof for District's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of Services on a schedule acceptable to District. In the event of termination or suspension for District's convenience, District will pay Consultant for all services performed and costs incurred including termination or suspension expenses. Upon restart of a suspended project, equitable adjustment shall be made to Consultant's compensation.

ARTICLE 17 - UNCONTROLLABLE FORCES

- 17.1 Neither District nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
- 17.2 Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Consultant or District to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance

of the obligations of this Agreement. The Consultant will be allowed reasonable negotiated extension of time or adjustments for District initiated temporary stoppage of services.

ARTICLE 18 - MISCELLANEOUS

- 18.1 A waiver by either District or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 18.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

ARTICLE 19 - INTEGRATION AND MODIFICATION

- 19.1 This Agreement (consisting of pages 1 to 15), together with all Task Orders executed by the undersigned, is adopted by District and Consultant as a complete and exclusive statement of the terms of the Agreement between District and Consultant. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Consultant pertaining to the Services, whether written or oral.
- 19.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Consultant.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

- 20.1 District and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

- 20.2 Neither District nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent engineers, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.
- 20.3 Nothing herein shall be construed to give any rights or benefits to anyone other than District and Consultant.

ARTICLE 21 – INFORMATION SYSTEM SECURITY

When the District determines this article is applicable, the Consultant shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval, the Consultant will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the Consultant shall:

- a) Be running a current operating system supported by the District with up-to-date security patches applied as defined in the District COE/Non-COE document.
- b) Have anti-virus software installed on his/her personal computer with up-to-date virus signatures.
- c) Have personal firewall software installed and enabled on their computer.
- d) Understand and sign the District's Electronic Equipment Use Policy, number 2160.

The District reserves the right to audit the security measures in effect on Consultant's connected systems without prior notice. The District also reserves the right to terminate network connections immediately with all Consultant's systems not meeting the above requirements.

ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

Consultant, at no additional expense to the District, shall conduct a background check for each of its employees, as well as for the employees of its subconsultants (collectively "Consultant Employees") who will have access to District's computer systems, either through on-site or remote access, or whose contract work requires an extended presence on the District's premises. The minimum background check process for any District consultant shall include, but not be limited to

1. California residents: Criminal Records (County and State Criminal Felony and Misdemeanor
2. Out of State residents: Federal criminal search of the National Criminal Database,

The background check shall be conducted and the results submitted to the District prior to initial access by Consultant Employees. If at any time, it is discovered that a Consultant Employee has a criminal record that includes a felony or misdemeanor, the Consultant is required to inform the District immediately and the District will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine whether the Consultant Employee will be placed or remain on a District assignment. The District may withhold consent at its sole discretion. The District may also conduct its own criminal background check of the Consultant Employees. Failure of the Consultant to comply with the terms of this paragraph may result in the termination of its contract with the District.

ARTICLE 23 - EXCEPTIONS

23.1 Replace Article 6.2 with the following:

"6.2 Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant 's forecast schedules shall be made on the basis of qualification and experience as a professional architect."

23.2 Replace Article 12.2 with the following:

"12.2 Consultant shall indemnify and save harmless (but, for claims alleging professional liability, shall not defend) the District and all of their directors, officers, and employees from and against all claims, demands, or causes of action of every name or nature based on a third-party claim to the extent caused by the negligent error, omission, or act of Consultant, its agents, servants, or employees in the performance of its services under this Agreement. In no event shall Consultant's costs to defend the District exceed the Consultant's proportionate percentage of negligence or fault, based upon a final judicial

determination, except that if one or more defendants in an action are unable to pay its share of defense costs due to bankruptcy or dissolution, Consultant shall meet and confer with the other defendant parties regarding defense costs.”

23.3 Replace Article 12.3 with the following:

“12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Consultant, Consultant agrees to defend District (for non-professional liability claims), to the extent caused by Consultant’s negligence. In the event District accepts Consultant’s defense, District agrees to indemnify and reimburse Consultant on a pro rata basis for all expenses of defense and any judgment or amount paid by Consultant in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of proportionate negligence or, in the absence of such determination, by mutual agreement.”

23.4 Add Article 18.3 as follows:

“18.3 Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with any construction or work, since these are solely a contractor’s responsibility under a contract for construction. Consultant shall not be responsible for any contractor’s schedules or failure to carry out its construction or work in accordance with Consultant’s documents. Consultant shall not have control over or charge of acts or omissions of any contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction or work.”

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

UNION SANITARY DISTRICT

SIEGEL & STRAIN ARCHITECTS

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

By: _____
Nancy Malone, AIA
Principal

Date: _____

Date: _____

FIELD OPERATIONS BUILDING IMPROVEMENTS PROJECT

TASK ORDER NO. 1

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

SIEGEL & STRAIN ARCHITECTS

FOR

PROFESSIONAL SERVICES

Dated _____

1. PURPOSE

The purpose of Task Order No. 1 is to authorize Siegel & Strain Architects (Consultant) to provide the architectural and engineering predesign services for the Field Operations Building Improvements Project (Project).

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the Union Sanitary District's (District's) Project Manager, Jose Rivas.

3. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost data presented in Exhibit A.

Task 1 Project Management

The Consultant shall establish an effective process for project implementation, including communication and integration with the District. This task shall include the following:

- Project Start-up: Establish communication protocols, develop project plan and schedule, review existing documentation.

- Kickoff: Conduct a Project kickoff meeting with the District to review the scope of work, schedule and budget. This meeting will allow the team to gather pertinent documents, review information needs, establish a working group, and discuss expectations, including schedule and budget, for the project. The project schedule will be reviewed and dates will be established for meetings as well as milestone deliverables.
- Ongoing Project Management Tasks:
 - Prepare Monthly Progress Reports
 - Bi-weekly PM Meetings with District Management:
 - Prime shall attend every meeting. Other A/E team members will attend select meetings based on the agenda. (Structural / Mechanical – 5; all others – 2)

Meetings:

- Project Kickoff
- Bi-weekly PM Meetings

Task 2A Space Needs Assessment

The Consultant shall become thoroughly familiar with the site, the District’s functional goals and requirements and the project constraints through a workshop process, resulting in a project program and functional area diagram. This task shall include the following:

- Space Needs Assessment:
 - Conduct information gathering workshops with district management.
 - Walk spaces and site with management to identify ‘what works/what doesn’t work’
 - Identify current and future staff needs, desired relationships between workgroups and teams, shop and warehouse needs, and shared space requirements, including locker rooms, workstations, conference rooms, lunch/training space and storage.
- Functional Program: Prepare program spreadsheet describing use, size, adjacencies and specific requirements of each use. Provide functional area diagram illustrating key adjacencies.
- Site / Civil Analysis:
 - Review existing parking configuration at new Storm Drain Pump Station (SDPS) location and evaluate potential EV charging stations. (Existing site

uses, pedestrian, parking, and vehicular traffic circulation to be maintained.)

- Analysis shall include one preliminary layout for parking and outline the potential for EV charging in a short write-up.
- Analysis shall not evaluate the state and local requirements for parking requirements.

Meetings:

- Space Needs Assessment workshops (on site)
 - Information gathering with management
 - Program review and refinement with management
- Additional workshop allowance – up to 2

Task 2B Existing Conditions Assessment

The Consultant shall become thoroughly familiar with the building’s existing conditions, shall evaluate all major building systems, and recommend improvements and upgrades. This task shall include the following:

- Conduct multi-disciplinary site Existing Conditions Assessment. Tour building as a group, followed by sub-group evaluations. Evaluations shall consist of inspections of readily visible elements and review of relevant drawings and reports. The following systems shall be evaluated:
 - Structural system, including condition and seismic design (includes running an ASCE 41 analysis of the existing structure). This shall include analyzing the impacts that replacing the existing tile roof has on the recommended seismic upgrades;
 - Building envelope, including windows and doors, insulation, thermal performance, waterproofing and air tightness;
 - Mechanical, electrical, and plumbing systems, including potential strategies to improve water efficiency and reduce carbon emissions;
 - Life safety, including fire alarms, exiting, and related building codes;
 - Security systems;
 - ADA compliance including path of travel (internal to building and from parking to building entrance), clearances, restrooms, furnishings, and any other impediments to universal access;
 - Interior finishes for wear and tear;
 - Indoor air quality and thermal comfort;
 - Site / Civil:

- Visually inspect the observable site drainage patterns and obtain feedback on how site drainage affects building water intrusion.
 - Function and condition of visible site circulation and drainage.
 - Tie-ins to treatment plant SCADA and site-wide communications.
- Prepare draft and final Conditions Assessment Report, to include the following for each system:
 - Evaluation of the condition of each existing system or component as related to current conditions; maintenance history and potential maintenance requirements; energy efficiency of systems; adequacy of systems for current and proposed future use and life expectancy of systems; extent and degree of urgency of any deficiencies and correctional work required.
 - Identification of code improvement requirements and recommendations as related to current codes.
 - Remedies or replacement systems which consider constructability, cost-effectiveness, energy efficiency, water use, and future maintenance and operations.
 - Recommendations for improving thermal comfort and workplace quality.
 - For each system, include narrative descriptions, diagrams, and photos of existing conditions
 - Site/Civil: Provide recommendation for replacement, rehabilitation, or relocation of site drainage systems and site circulation ways.
 - For each building system (excluding site / civil), provide up to 3 alternatives, including narrative descriptions, diagrams, and other relevant information to describe proposed improvements. Where appropriate, one alternative may be a 'no action' alternative.

Meetings:

- Project orientation meeting for engineering team, via web
- Site visit to conduct the Existing Conditions Assessment
- Review of Draft Facility Assessment Report with Management:
 - Preliminary structural findings
 - Preliminary MEP findings
 - Preliminary architectural findings (waterproofing, envelope, access, life safety)
- Final Facility Assessment Report review meeting
- Additional meeting allowance – up to 2

Task 2C Project Definition

The Consultant shall collaborate with the District to set priorities for the project improvements and understand the project budget. The Consultant shall also utilize the results of the Space Needs Assessment and the Existing Conditions Assessment to develop alternatives for District review culminating in a Value Workshop to assess a range of design and budget alternatives. Up to three options shall be developed, each providing different approaches to building improvements, value, and cost. The first option will use similar materials, systems, and design aspects from the Campus Building project. The workshop will focus on ‘high value’ design options and weigh each for their benefit, first cost and life cycle – or other factors to be identified by the project team. Where appropriate, some options may be ‘no action’ options. This task shall include the following:

- Prepare Preliminary Floor Plan Alternatives for review by management. Illustrate the size, use and adjacencies of each functional area and interior circulation approaches; (up to 3 alternatives)
- Update Alternatives based on feedback and prepare systems alternatives and planning level cost estimates.
- Prepare materials and facilitate Value Workshop. Materials will include plan diagrams, systems diagrams, estimated construction costs, pros/cons and, where appropriate, life cycle information. Participants will review options, identify priorities, workshop any new ideas and select preferred alternatives. The workshop will evaluate the following high value components:
 - Functional building improvements (up to 3 options)
 - Building seismic improvements (up to 3 options, with consideration for building layouts)
 - HVAC/Water Heating Upgrades/Replacement (Up to 3 options)
 - Envelope improvements such as waterproofing and energy upgrades (Up to 3 options)
 - Exterior aesthetic upgrades (Up to 3 options)
 - Interior finish aesthetic upgrades (Up to 3 options)
- Prepare Value Workshop Summary Report
 - Prepare executive level summary of alternatives, process and results
 - Update construction budget based on the selected alternative
- Site / Civil:
 - No scope for this task

Meetings

- Preliminary alternatives: (2) prep meetings and (1) workshop
- Alternatives Value Workshop: (2) prep meetings and (1) workshop
- Value Workshop Summary Report
- Additional meeting allowance – up to 2

4. DELIVERABLES

Task 1 Project Management

- Meeting Agenda
- Project Schedule
- Meeting Notes

Task 2A Space Needs Assessment

- Program spreadsheet
- Functional area diagram
- Site / Civil analysis including one layout for parking near the SDPS, and a short write-up on the potential for EV charging
- Meeting Notes

Task 2B Existing Conditions Assessment

- Draft Facility Assessment Report for review
- Final Facility Assessment Report
- Meeting Notes

Task 2C Project Definition

- Preliminary Alternatives
- Planning level cost estimates
- Workshop materials
- Value Workshop Summary Report Meeting notes

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

5. PAYMENT TO THE CONSULTANT

Payment to the Consultant shall be as called for in Article 2 of the Agreement. Subconsultants and outside services will be billed at actual cost plus 5%; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

Total charges to the District are a not-to-exceed amount of \$301,310. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit A.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Predesign Services	\$301,310	Yes	Paul Eldredge
Total	\$301,310		

6. TIME OF COMPLETION

All work defined in this Task Order No. 1 shall be complete in 8 months and is subject to the conditions of Article 3 of the Agreement. An anticipated milestone schedule is summarized as follows:

- Kickoff Meeting: 1 month after Notice to Proceed (NTP)
- Space Needs Assessment: 4 months after NTP
- Existing Conditions Assessment: 4 months after NTP
- Project Definition: 8 months after NTP

7. KEY PERSONNEL

Consultant personnel assigned to this Task Order No. 1 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal in Charge	Nancy Malone
Project Manager	Michael Hayden

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of _____ and therewith incorporate it as part of the Agreement.

DISTRICT

CONSULTANT

Union Sanitary District

Siegel & Strain Architects

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

By: _____
Nancy Malone, AIA
Principal

Date: _____

Date: _____

By: _____
Michael Hayden, AIA
Director of Technical Practice

Date: _____

**EXHIBIT A
FIELD OPERATIONS BUILDING IMPROVEMENTS
COST BREAKDOWN**

UNION SANITARY DISTRICT Field Operations Building Improvements Project Architectural and Engineering Design Services	Siegel & Strain Architects			Hazen and Sawyer Civil Engineers			IDA Structural Engineers				CMTA Mechanical, Electrical & Plumbing Engineers					TBD Cost Consultants		Wilson Ihrig Acoustic Engineers			MCA Building Enclosure Consultant			Woodard & Curran Site and Network Communications, Monitoring		Subconsultant Mark-up (5%)	Total Fee	
	Principal 270/hr	Production Manager \$220/hr	Project Architect \$180/hr	Principal \$300/hr	Project Manager \$200/hr	Project Designer \$150/hr	Principal \$275/hr	Project Manager \$200/hr	Project Designer \$150/hr	BIM \$135/hr	Principal \$346/hr	Project Manager \$275/hr	Engineer \$243/hr	Designer \$200/hr	Clerical \$157/hr	Project Manager \$225/hr	Senior MEP Estimator \$225/hr	Principal \$285/hr	Project Manager \$225/hr	Project Designer \$180/hr	Principal \$355/hr	Project Manager \$260/hr	Project Designer \$165/hr	Technical Lead \$300/hr	Programming Lead \$250/hr			
Project Management																												
Task 1 Project Management																												
1.1 Project Start-up	2	4	4		8			2			2	2						2			1	2		4	8			
1.2 Kickoff Meeting	2	3	3	1	1	1	1	1			1	1						1	1	1	1	1		2	2			
1.3 Invoicing & Progress Reports (12 months)		8			8														4			4						
1.4 Bi-Weekly PM Meetings with Management		17			2			5	5		5	5					2	2			2		2	2				
Task 1 - Hours	4	32	7	1	19	1	5	5	0	0	5	5	0	0	0	2	2	3	5	1	2	9	0	2	2			
Task 1 - Fees	\$ 1,080	\$ 7,040	\$ 1,260	\$ 300	\$ 3,800	\$ 150	\$ 1,650	\$ 1,600	\$ -	\$ -	\$ 2,768	\$ 2,200	\$ -	\$ -	\$ -	\$ 450	\$ 450	\$ 855	\$ 1,125	\$ 180	\$ 710	\$ 2,340	\$ 0	\$ 2,400	\$ 3,000	\$ 1,199	\$ 34,557	
Phase 1 - Preliminary Design																												
Task 2A Space Needs Assessment																												
2A.1 Prepare Space Needs Assessments Deliverables	16	42	34	4	10	16																						
2A.2 Space Needs Assessment Workshop (1)	5	5	7		4											2	1											
2A.3 Program Review and Refinement Meeting (1)	2	2	2													2	1											
2A.4 Additional Workshop allowance (up to 2)	3	3																										
Task 2A - Hours	26	52	43	4	14	16	0	0	0	0	0	0	0	0	4	2	0	0	0	0	0	0	0	0	0	0		
Task 2A - Fees	\$ 7,020	\$ 11,440	\$ 7,740	\$ 1,200	\$ 2,800	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 388	\$ 34,338
Task 2B Existing Conditions Assessment																												
2B.1 Team Orientation Meeting	1	1	1	4	4	4	1	1			3	1	1			1	1	1	1		1	1						
2B.2 Existing Conditions Assessment	3	12	12		4	16	4	4			4	2						3	3	4	4	12	18	16	8			
2B.3 Prepare Draft Facility Assessment Report	8	24	6		16	20	8	24	16		4	2	1				1	4	4		8	12	4	20				
2B.4 Draft Facility Assessment Report Meeting with Management	3	3					2	2			2	2									1							
2B.5 Prepare Final Facility Assessment Report	4	16	4	2	16	16	4	12	8		1	1	1					2	2		2	2	2	8				
2B.6 Final Facility Assessment Report Meeting with Management	3	3					2	2			1	1																
2B.7 Additional Meeting allowance (up to 2)	3	3					1.5	1.5			2	2									2							
Task 2B - Hours	25	62	23	6	40	56	22.5	46.5	24	0	17	11	3	0	0	1	1	2	10	9	5	26	32	22	36			
Task 2B - Fees	\$ 6,750	\$ 13,640	\$ 4,140	\$ 1,800	\$ 8,000	\$ 8,400	\$ 6,188	\$ 9,300	\$ 3,600	\$ -	\$ 5,882	\$ 3,025	\$ 729	\$ -	\$ -	\$ 225	\$ 225	\$ 570	\$ 2,250	\$ 1,620	\$ 1,775	\$ 6,760	\$ 5,280	\$ 6,600	\$ 9,000	\$ 4,061	\$ 109,820	
Task 2C Alternatives & Project Definition																												
2C.1 Prepare Preliminary Alternatives	20	26	64				8	24		12	6	2	2		2					2	4	4						
2C.2 Preliminary Alternatives, Workshop (1)	8	8	10				1.5	1.5			4	2	2				1	4			3	4						
2C.3 Prepare Alternatives	15	18	24				4	24	12	12	2	1	2								2	5						
2C.4 Alternatives Value Workshop	8	8	10				3	3			1	1	1				3	3			3							
2C.5 Prepare Value Workshop Summary Report	14	26	20								3	3					36	8			1	6	2	4	6			
2C.6 Value Workshop Summary Report Review Mtg with Management	2	2									2	2					2	1										
2C.7 Additional Meeting allowance (up to 2)	3	3					1.5	1.5			2	2									2							
Task 2C - Hours	70	91	128	0	0	0	18	54	12	24	18	11	7	0	2	45	16	1	4	0	3	20	11	4	6			
Task 2C - Fees	\$ 18,900	\$ 20,020	\$ 23,040	\$ -	\$ -	\$ -	\$ 4,950	\$ 10,800	\$ 1,800	\$ 3,240	\$ 6,228	\$ 3,025	\$ 1,701	\$ -	\$ 314	\$ 10,125	\$ 3,600	\$ 285	\$ 900	\$ -	\$ 1,065	\$ 5,200	\$ 1,815	\$ 1,200	\$ 1,500	\$ 2,887	\$ 122,595	
Total Hours and Fees																												
Total Hours	125	237	201	11	73	73	46.5	108.5	36	24	43	30	10	0	2	52	21	6	19	10	10	55	43	34	54			
Sub-total Fees	\$33,750	\$52,140	\$36,180	\$3,300	\$14,600	\$10,950	\$12,788	\$21,700	\$5,400	\$3,240	\$14,878	\$8,250	\$2,430	\$0	\$314	\$11,700	\$4,725	\$1,710	\$4,275	\$1,800	\$3,550	\$14,300	\$7,095	\$10,200	\$13,500			
Total Fees	\$ 122,070			\$ 28,850			\$ 43,128				\$ 25,872					\$ 16,425		\$ 7,785			\$ 24,945		\$ 23,700		\$ 8,535	\$ 301,310		



Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**DECEMBER 11, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 13**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with LookingPoint Inc for Network Services for the Enhanced Treatment and Site Upgrade Phase 1A Campus Project (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Gus Carrillo, Enhanced Treatment and Site Upgrade Assistant Engineer
ETSU Steering Committee (Armando Lopez, Raymond Chau, Robert Simonich)

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with LookingPoint Inc in the amount of \$95,310.00 for network design, configuration, and support services for the Enhanced Treatment and Site Upgrade Phase 1A Campus Project (Project)

Discussion

The Project includes construction of a new combined Campus Building that will replace the current Administration, Control, and FMC buildings. The Project requires expanding the existing IT network into the new building to support computer workstations, phones, building HVAC control systems, and security monitoring systems as well as to connect it to the existing treatment plant control systems. This will also relocate the existing core network equipment currently located in the existing administration building in preparation for demolition of the existing administration building.

The construction contract for the Project includes the installation of the network cabling in the building but does not include installation of the network switches. The network switches will be installed by IT staff with support from the network solutions architect.

Consultant Selection Process

On July 7, 2023, staff issued a Request for Proposals seeking a qualified consultant to provide network design, configuration, and support services for the Project to six firms believed to be qualified to perform the work. Despite outreach to all firms and extending the proposal deadline, staff received one proposal on August 18, 2023 from LookingPoint Inc.

LookingPoint has provided network support services to the District in the past and staff have been satisfied with their performance.

Agreement

Looking Point’s initial proposal was to provide the services for a fixed fee of \$125,044.00. Staff, in consultation with District legal counsel, negotiated terms and a revised fixed fee amount of \$95,310.00 with LookingPoint. Staff believes this is an appropriate fee for the services to be provided. The total is based upon the following costs for the major tasks to be performed.

Description	Amount
Task No. 1 Planning/Design	\$47,430.00
Task No. 2 Procurement Support	\$3,420.00
Task No. 3 Installation Support	\$44,460.00
Total	\$95,310.00

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with LookingPoint Inc in the amount of \$95,310.00 for network design, configuration, and support services for the Project. On November 20, 2023, staff publicly posted its recommendation to award the contract to LookingPoint Inc. and informed the firms invited to propose. The protest period has since elapsed.

The network switch equipment will be purchased directly from vendors for Cisco. While this task order did not require Board authorization due to the amount of the contract, staff felt it was prudent to bring this item for Board consideration because the amount was close to the \$100,000.00 amount requiring Board approval.

The planning and design of the network equipment is scheduled to be completed in the spring of 2024. The installation and configuration of the equipment is scheduled to begin in the Fall of 2024 and conclude in early 2025.

Background

The ETSU Program is the culmination of the District’s planning efforts and is based on the outcomes and findings of the Plant Solids System/Capacity Assessment – Phases 1 and 2, Administration/Control/FMC Buildings Evaluation, the Effluent Management Study and the

Secondary Treatment Process Improvements evaluation. The Program includes projects recommended for implementation that will be phased to address both immediate drivers (poor sludge settleability, treatment capacity, effluent disposal and aging infrastructure), while preparing for future requirements such as nutrient regulations for discharge in the Bay that are currently being considered by the Regional Water Quality Control Board.

The Phase 1 and 2 projects included in this program were presented to the Board during the workshop held on May 8, 2019 and are summarized in the Final Report which was approved by the Board on August 26, 2019. A third phase of projects was briefly outlined that covered the timeframe from 2040 to 2058 and included potentially stricter nutrient limits in the more distant future. The projects identified in the ETSU Program and modified by the 30% design report to be implemented in the near-term (the next seven to ten years) are included in Phase 1 and are summarized in the table below.

Phase 1A	Aeration Basin Modifications	Retrofitting existing Aeration Basins 1 through 7 and construction of an 8 th aeration basin with the flexibility to operate initially with an anaerobic selector during the implementation phase and transitioning to a biological nutrient removal (BNR) process following completion.
Phase 1A	Campus Building (Admin, FMC, Ops)	Construction of a new combined Campus Building, including associated site and utility improvements.
Phase 1B	Secondary Clarifiers	Construction of four new 160-foot diameter secondary clarifiers, mixed liquor control box, and centralized RAS pump station.
Phase 1B	Effluent Facilities	Construction of new chlorination/dechlorination contact basins, effluent pump stations, and relocation of existing effluent force main.
Phase 1C	Plant Equalization Storage	Retrofitting existing Secondary Clarifiers 1 through 4 to operate as primary effluent equalization basins.

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

ETSU Phase 1A Campus Project Scope

Staff developed a Phase 1A Project scope which includes the Aeration Basin Modifications project and the Campus Building project. These two projects were being designed together for the initial construction because they are the first two concurrent projects that must be constructed to facilitate the construction of the remainder of Phase 1 program. However, due to a number of

factors including the Covid 19 pandemic the design of the Aeration Basins Modifications Project was able to be completed prior to the Campus Building Project.

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

- Construction of the new 65,000 SF Campus Building which includes administrative, laboratory, machine shop, painting booth, treatment plant operations control room, and other support areas.
- Construction of a new Storm Drain Pump Station
- Construction of Electric Vehicle Charging Stations including EV Chargers for USD's vehicle fleet and public parking areas.
- Construction of 435+ kW Photovoltaic systems including PV systems over the building main entrance (canopy), parking lot-based (carport), and rooftop-based systems.

Previous Board Action

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

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

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

June 13, 2022, the Board awarded the construction contract for the Enhanced Treatment and Site Upgrade Program Phase 1A Campus Building Project to Zovich Construction in the amount of \$76,375,000.00.

PRE/RP/GC

Attachments: Professional Services Agreement
Task Order No. 1

UNION SANITARY DISTRICT
Professional Services Agreement
with
LOOKINGPOINT INC
for
NETWORK ARCHITECTURE PROFESSIONAL SERVICES
For the District's
ENHANCED TREATMENT & SITE UPGRADE (ETSU) PROGRAM – PHASE 1A CAMPUS BUILDING
PROJECT

Union City, California

December _____, 2023

PROFESSIONAL SERVICES AGREEMENT BETWEEN
UNION SANITARY DISTRICT AND
CONSULTANT

This Professional Services Agreement (the **Agreement**) is dated [December _____, 2023 and is by and between the Union Sanitary District, a sanitary district formed under the laws of the State of California (**District**) and LookingPoint, Inc a California Corporation, licensed to do business in California, (**Consultant**) relating to value engineering and professional Services (**Services**).

Recitals

WHEREAS, District wishes to retain Consultant to provide Network Architecture professional services;

WHEREAS, Consultant was selected by means of District's consultant selection process, and represents that it possesses all necessary training, licenses and permits to perform the services required by District as set forth in this Agreement, and that its performance of such services will conform to the standard of practice consistent with a professional engineering and professional services firm having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, the Consultant is qualified and prepared to provide such services.

WHEREAS, the California Government Code permits the District's Board of Directors to enter into agreements for professional design services; and

WHEREAS, the services proposed in this Agreement are professional and temporary in nature.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

AGREEMENT

1. Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Agreement	This Agreement consists of this Agreement, together with documents incorporated herein by reference, and all Task Orders issued pursuant to Paragraph 3.1 below.
Consultant	Name of Consultant, a LookingPoint, Inc., licensed to do business in California, 391 Taylor Blvd, Suite 120 Pleasant Hill, CA 94523, tel. (925)566-3485, email David@lookingpoint.com.
District	Union Sanitary District
Project or Phase 1A Project	The District's Enhanced Treatment & Site Upgrade (ETSU) Program – Phase 1A Project, including the Campus Building Sub-Project .
Services	All work, labor, materials and services required under the terms and conditions of this Agreement and all Task Orders issued pursuant to the terms of this Agreement, including without limitation, value engineering, and administrative services, for the Network Architecture Professional Services associated for the Phase 1A Project.
Subconsultants	Consultant's subconsultants, contractors and subcontractors, of any tier.

2. Term of Agreement

- 2.1 This Agreement is for a period of approximately 1 year, beginning with the execution of the Agreement and concluding upon completion of the Services unless it is extended in accordance with paragraph 2.2 below.
- 2.2 This Agreement may be extended by mutual written agreement of the parties. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation.
- 2.3 Services under this Agreement shall be considered complete when the services rendered and/or final deliverable is submitted and accepted by the District.

3. Services Consultant Agrees to Perform

- 3.1 Specific Services and the associated scope of services, compensation, schedule, and personnel will be defined in specific Task Orders as issued by District in consultation with Consultant. All Task Orders will by reference incorporate the terms and conditions of this Agreement, and become formal amendments hereto.
- 3.2 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, defined in Paragraph 3.3 below, Consultant

shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement.

- 3.3 For purposes of this Agreement, **Excusable Delays** shall mean and include only (i) Acts of God such as fire, flood, earthquake, or epidemic, delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's reasonable control, and (ii) ongoing delays by District, such as repeatedly cancelling or rescheduling meetings, that cause Consultant to be unable to continue work on the Services. If the period of Excusable Delay occurs with a Consultant-caused or other nonexcusable delay, District may (but shall not be required to) grant a time extension without compensation. Consultant must provide District with written notice of any claimed Excusable Delay and request a time extension within ten (10) days of the start of the Excusable Delay.
- 3.4 Consultant may recover extra costs resulting from Excusable Delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to District satisfaction. (For example, and not by way of limitation, contract punchlist and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's Services, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.5 Time is of the essence in the performance of this Agreement.

4. Compensation

- 4.1 [intentionally omitted]
- 4.2 Compensation for the Services shall be by fixed fee, as set forth in each applicable Task Order. Consultant shall be paid the fixed fee amount for each task described in a Task Order upon completion of the task.
- 4.3 Reimbursement for mileage shall not exceed the prevailing Internal Revenue Service's standard mileage rate.
- 4.4 District shall pay Consultant in accordance with each Task Order.
- 4.5 Consultant shall invoice District monthly in a form acceptable to District for the actual costs incurred. All amounts paid by District to Consultant shall be subject to audit by District. Payment shall be made by District to Consultant at the address stated in this Agreement.
- 4.6 District will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). District will

make payment for questioned amounts(s) upon District's receipt of any requested documentation verifying the claimed amount(s) and District's determination that the amount is due under the terms of this Agreement. District shall advise Consultant, in writing, within 15 calendar days of receipt of the requested documentation.

4.7 [intentionally omitted]

4.8 [intentionally omitted]

4.9 [intentionally omitted]

5. Maximum Costs

5.1 A fixed fee will be established for each task specified in a Task Order which is based upon estimated labor-hours and cost estimates.

5.2 [intentionally omitted]

5.3 [intentionally omitted]

5.4 District's obligation hereunder shall not at any time exceed the amount approved by District's Board of Directors (**Board**) and approved by District for payment to the Consultant pursuant to the terms of this Agreement or Task Order.

5.5 Except as may be provided by applicable law governing emergency conditions, District has not authorized its directors, employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the District amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

5.6 District shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, and office equipment and supplies agreed upon in the Agreement unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

6.1 For purposes of this Agreement, except for notices specified under Paragraph 17 below, District and Consultant shall direct all communications to each other as follows:

District

Richard Pipkin, ETSU Program Manager

Consultant

Jeff Mason, Director

- 6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that key professional personnel assigned to the Project will be assigned at the time of Notice to Proceed from a list of potential personnel set forth in each Task Order, and that the assigned personnel will continue their assignments on the Project during the entire term of each Task Order (**Key Personnel**). It is recognized that the Key Personnel may in the future cease to be employed by Consultant and because of the termination of such employment no longer able to provide Services. However, Consultant agrees that replacement of any of the Key Personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and pursuant to the process set forth in this Article 6. Consultant shall not remove, reassign or make changes to any of the Key Personnel or their assignment durations without District's prior written approval. Any costs associated with replacement of Key Personnel shall be borne exclusively by Consultant.
- 6.4 Added personnel (**Added Personnel**) shall be added to Consultant's staff as necessary, but subject to approval by District. Prior to adding personnel, Consultant will develop a Staffing Plan, subject to District approval. The Staffing Plan will identify staff by position, name, responsibility, rate, and planned level of effort, projected hours, and his or her planned periods of involvement with the Project.
- 6.5 Unless directed to reduce staff by District, in the event that any Key Personnel or Added Personnel, for any reason thereafter ceases to fill that position, within ten days thereof, Consultant shall propose a replacement person for District's approval pursuant to the following process:
- (a) Consultant shall prepare and submit to District for its review, comment and approval, a proposal listing all personnel that Consultant proposes to assign to the Project as replacement, and the proposed duration of each such assignment.
 - (b) Within 15 days following Consultant's submittal of the proposal and resumes, District shall either give its written approval of such submission or provide comments. In the event District approval is withheld, Consultant, in response to such comments, shall promptly, but no later than five business days after receipt of District's comment, make all necessary and appropriate changes to the proposal (including changes in proposed staff) and resubmit it to District for its approval, and such process shall continue until District approves Consultant's proposed staffing. Such approvals shall not be unreasonably withheld.
- 6.6 [intentionally omitted]

- 6.7 [intentionally omitted]
- 6.8 Consultant shall remove any person employed by Consultant or any Subconsultant whom District may deem incompetent, improper or a hindrance to the progress of any Services on the Project, and in the event of any such removal, Consultant shall immediately replace (or cause to be replaced) such person with a properly qualified and experienced replacement and, in the case of removal of any person holding any position described in the Staffing Plan, Consultant shall propose properly experienced and qualified replacement personnel for District approval, pursuant to the same process as is described herein.
- 6.9 Consultant agrees that should any personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge District for the cost of training or "bringing up to speed" replacement personnel. District may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

7. Representations

- 7.1 Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- 7.2 Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- 7.3 The granting of any progress payment by District, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of District or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of Consultant for unsatisfactory Services, including without limitation cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Information System Security

- 8.1 When the District determines this article is applicable, the Consultant shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval the Consultant, and its programmer, shall use only in-bound connections to accomplish a legitimate business

need and a previously defined and approved task. As a condition of approval, the Consultant and its programmer, shall:

- (a) Be running a current operating system supported by the District with up-to-date security patches applied as defined in the District COE / Non-COE Document.
- (b) Have anti-virus software installed and enabled on the Consultant's personal computer utilized for the in-bound connection(s) with up to date virus signatures.
- (c) Have personal firewall software installed and enabled on the Consultant's personal computer utilized for the in-bound connection(s) with up-to-date software.
- (d) Understand and sign the District's Electronic Equipment Use Policy, number 2160.

8.2 The District reserves the right to audit the security measures in effect on the Consultant's connected systems without prior notice. The District also reserves the right to terminate network connections immediately with all Consultant systems not meeting the above requirements.

9. District's Responsibilities

- 9.1 District will do the following in a timely manner so as not to delay the services with the Consultant
- 9.2 Provide all criteria and full information as to District's requirements for the services assignment and designate in writing a person with authority to act on District's behalf on all matters concerning the Consultant services.
- 9.3 Furnish to Consultant all existing studies, reports, and other available data pertinent to the Consultant's services, obtain or authorize Consultant to obtain or provide additional reports and data as required, and furnish to Consultant services of others required for the performance of Consultant services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by the District or others in performing Consultant services under this Agreement.
- 9.4 Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.
- 9.5 Perform such other functions as are indicated in each Task Order related to duties of the District.
- 9.6 Bear all costs incident to compliance with the requirements of this Section.

10. Standard of Care

- 10.1 Consultant and its programmer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional Consultant and its programmer under similar circumstances.

10.2 [intentionally omitted]

11. Opinions of Cost and Schedule

11.1 Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions or economic conditions, Consultants cost estimate and economic analysis shall be made on the basis of qualification and experience as a professional Consultant.

11.2 Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant's forecast schedules shall be made on the basis of qualification and experience as a Consultant.

11.3 Consultant cannot and does not guarantee that proposals, bids, or actual project costs will not vary from the costs estimates or that actual schedules will not vary from the forecast schedules.

12. Consultant Assigned Personnel

12.1 Consultant shall designate in writing an individual to have immediate responsibility for the performance of the services and for all matters relating to performance of the services and for all matters relating to performance under this Agreement. Key personnel to be assigned by Consultant based on a list of potential personnel in each Task Order.

12.2 Substitution of any assigned person shall require the prior written approval of the District, which shall not be unreasonably withheld. If the District determines that a proposed substitution is not responsible or qualified to perform the services then, at the request of the District, Consultant shall substitute a qualified and responsible person.

13. Ownership of Documents

13.1 All work products, drawings, data, reports, files, estimate(s) and other such information and materials (except proprietary computer programs, including source codes purchased or developed with Consultant monies) as may be accumulated by Consultant to complete services under this Agreement shall be owned by the District.

13.2 Consultant shall retain custody of all project data and documents other than deliverables specified in each Task Order, but shall make access thereto available to the District at all reasonable times the District may request. District may make and retain copies for information and reference.

13.3 All deliverables and other information prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the District or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specified purpose intended will be at District's sole risk and without liability or legal exposure to Consultant, and District shall indemnify and hold harmless

Consultant's against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by District and Consultant.

14. Indemnification and General Liability

14.1 To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless District, its officers, directors, officials, agents employees, and volunteers (collectively **Indemnitees**) from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants), expense and liability for actual or direct damages, that arise out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively **Liabilities**), except as to an Indemnitee to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

14.2 [intentionally omitted]

15. Liability of District

15.1 [intentionally omitted]

15.2 Notwithstanding any other provision of this Agreement, in no event shall Consultant or District be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

15.3 [intentionally omitted]

15.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District or Consultant may have under this Agreement or any applicable law, except as otherwise provided in Paragraph 15.2 above. All rights and remedies of District or Consultant, whether under this Agreement or other applicable law, shall be cumulative.

16. Independent Contractor; Payment of Taxes and Other Expenses

16.1 Consultant is customarily engaged in network architecture professional services and District typically hires consultants to perform such services, as work of this nature is outside of District's usual course of business. Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant perform the Services required by the terms of this Agreement. Consultant

shall be fully liable for the acts and omissions of its Subconsultants, employees and agents.

16.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between District and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be District employees, and shall not be entitled to receive any benefits conferred on District employees, including without limitation workers' compensation, pension, health, insurance or other benefits.

16.3 [intentionally omitted]

16.4 Consultant shall make its designated representative available as much as reasonably possible to District staff during the District's normal working hours or as otherwise requested by District. District shall contact Consultant to meet with its designated representative. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.

17. Insurance

17.1 Consultant, in order to protect District and its directors, officials, agents, officers, and employees against any and all claims and liability for death, injury, loss and damage which may arise from or in connection with the performance of the obligations hereunder by Consultant, its agents, representatives and employees, shall secure and maintain insurance as described below.

17.2 Prior to execution of this Agreement, Consultant shall furnish to District original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting required coverage) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, and shall demonstrate satisfactory proof that it maintains the insurance required by this Agreement. Failure to obtain the required documents prior to execution of this Agreement shall not waive Consultant's obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsement, at any time. Consultant shall maintain all required insurance throughout the term of this Agreement and as otherwise provided herein. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company(s) to the coverage, limits and termination provisions shown thereon. Consultant shall promptly deliver to District a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to District prior to the

expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or District as an additional insured.

17.3 Consultant shall provide coverage at least as broad as set forth below. If the Consultant maintains broader coverage and/or higher limits than set forth below, District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

- (a) Commercial General Liability Insurance. Commercial General Liability Insurance Form CG 00 01 covering CGL on an “occurrence” basis, including, without limitation, contractual liability insurance (specifically concerning the indemnity provisions of this Agreement with the District), products and completed operations, personal and advertising injury (including bodily injury and death), and property damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
- (b) Automobile Liability Insurance. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence for bodily injury and property damage.
- (c) Workers' Compensation Insurance. Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) per accident for bodily injury or disease.
- (d) Professional Liability Insurance. Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement,

with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

17.4 Consultant shall comply with the following insurance requirements:

- (a) Notice of Cancellation. The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten days written notice by Consultant in the case of non-payment of premiums, or 30 days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- (b) Claims Made Policies. If any of the insurance coverages required under this Agreement is written on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services. Consultant must maintain the insurance and evidence of insurance must be provided for at least five years following the completion of the Services under the Agreement. If coverage is cancelled or non-renewed and not replaced with another claims-make policy form with a retroactive date prior to the effective date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five years after completion of Services under the Agreement.
- (c) Self-Insured Retentions. Any self-insured retentions must be declared on the Certificate of insurance or other documentation provided to District and must be approved by the District. District may require Consultant to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insurer or District.
- (d) Additional Insured Status. On Consultant's Commercial General Liability and Automobile policies, the Union Sanitary District, its officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.
- (e) Acceptability of Insurers. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating

Guide" publication with a minimum rating of A:VII. Any exception to these requirements must be approved by the District Risk Manager.

- (f) Primary Coverage. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the District at least as broad as ISO CG 20 01 04 13 with respect to District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and not contribute with it.
- (g) Waiver of Subrogation. Consultant grants to District a waiver of any right of subrogation which any insurer of Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, however, this paragraph applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- (h) Maintenance of Insurance. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, District shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by District for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse District for the premiums and any associated costs, Consultant agrees to reimburse District for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by District to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.
- (i) Subconsultants. Consultant shall require and verify that all Subconsultants maintain insurance meeting the requirements of this Agreement and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

17.5 District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

17.6 [intentionally omitted]

18. Suspension of Services

18.1 District may, without cause, order Consultant to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as District may determine in its sole discretion. District shall deliver to Consultant written notice of the extent of the suspension at least seven calendar days before the commencement thereof.

Suspension shall be treated as an Excusable Delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.

- 18.2 Notwithstanding anything to the contrary contained in this Paragraph 12, no compensation shall be paid to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

19. Termination of Agreement for Cause

- 19.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or that District has provided written notice of observed deficiencies in Consultant's performance, District may request from Consultant prompt written assurances of performance and a written plan, acceptable to District, to correct the observed deficiencies in Consultant's performance (**Cure Plan**). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Consultant shall provide such written assurances and Cure Plan within twenty calendar days of the date of notice of written request. Consultant acknowledges and agrees that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

- 19.2 Consultant shall be in default of this Agreement and District may, in addition to any other legal or equitable remedies available to District, terminate Consultant's right to proceed under the Agreement, in whole or in part, for cause:

- (a) Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or
- (b) Should Consultant commit a material breach of this Agreement and not cure such breach within twenty calendar days of the date of notice from District to Consultant demanding such cure; or, if such failure is curable but not curable within such ten day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of ten calendar days, Consultant must provide District within the ten calendar day period a written Cure Plan acceptable to District to cure the breach,

and then Consultant must diligently commence and continue such cure according to the written Cure Plan); or

- (c) Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within twenty calendar days of the date of the notice from District to Consultant demanding such cure; or, if such failure is curable but not curable within such twenty calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of twenty calendar days, Consultant must provide District within the ten calendar day period a written Cure Plan acceptable to District to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan.)

19.3 In the event of termination by District as provided herein for cause:

- (a) District shall compensate Consultant for the value of the Services delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and backcharges, but District shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties.
- (b) Consultant shall deliver to District possession of all tangible aspects of the Services in their then condition including, without limitation, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- (c) Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that District may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate District for all actual or direct damages, expenses, and/or liabilities suffered by District as a result of such termination and failure to comply with the Agreement, including District's costs incurred in connection with finding a replacement. not to exceed the amount of the Task Order.

19.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 14 below, and Consultant shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance.

No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

20. Termination of Agreement for Convenience

20.1 District may terminate performance of the Services under the Agreement in accordance with this Paragraph 14 in whole, or from time to time in part, whenever District shall determine that termination is in the District's best interests. Termination shall be effected by District delivering to Consultant, at least seven calendar days prior to the effective date of the termination, a Notice of Termination (**Notice of Termination**) specifying the extent to which performance of the Services under the Agreement is terminated.

20.2 After receipt of a Notice of Termination, and except as otherwise directed by District, Consultant shall:

- (a) Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
- (d) Assign to District in the manner, at times, and to the extent directed by District, all right, title, and interest of Consultant under orders and subcontracts so terminated. District shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to the extent District may require. District's approval or ratification shall be final for purposes of this clause;
- (f) Transfer title and possession of Consultant's and its Subconsultants' work product to District, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by District, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; District acknowledges that said documents were prepared for the purpose of the Project.
- (g) Complete performance of any part of the Services that were not terminated by the Notice of Termination; and

- (h) Take such action as may be necessary, or as District may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which District has or may acquire an interest.
- 20.3 After receiving a Notice of Termination, Consultant shall submit to District a termination claim, in the form and with the certification District prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by District upon Consultant's written request made within such three month period or authorized extension. However, if District determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three month period or extension. If Consultant fails to submit the termination claim within the time allowed, District may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. District shall then pay to Consultant the amount so determined.
- 20.4 Subject to provisions of Paragraph 14.3 above, Consultant and District may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- 20.5 If Consultant and District fail, under Paragraph 14.4 above, to agree on the whole amount to be paid to Consultant because of termination of Services under this Paragraph 14.5, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
- (a) Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under the applicable Task Order. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10% of Consultant's total costs of performing the Services.
 - (b) [intentionally omitted]
 - (c) Reasonable cost to Consultant of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.

- (d) Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 14.5 above.
- 20.6 This Paragraph shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 14.2 above or costs authorized by District to settle claims from Subconsultants.
- 20.7 In arriving at amounts due Consultant under this Paragraph 14, there shall be deducted:
- (a) All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
 - (b) Any substantiated claim that District may have against Consultant in connection with this Agreement, and
 - (c) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Paragraph 14, and not otherwise recovered by or credited to District.
- 20.8 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with District a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. District may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of District and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit District's rights and remedies pursuant to this Agreement or at law.

21. Conflicts of Interest/Other Agreements

- 21.1 Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.
- 21.2 Consultant represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground

for termination of this Agreement by District for cause. Consultant shall comply with the District's conflict of interest codes and their reporting requirements.

- 21.3 Consultant covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing District Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity that has any interest adverse or potentially adverse to the District, as determined in District's reasonable judgment.

22. Proprietary or Confidential Information of District; Ownership of Results; Publicity

- 22.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all private, confidential, or proprietary information disclosed by District to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of this Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent professional would use to protect its own proprietary data, and shall not accept employment adverse to District's interests where such confidential information could be used adversely to District's interests. Consultant shall notify District immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with the Services pursuant to this Agreement.
- 22.2 Any interest (including copyright interests) of Consultant or its Subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. As respects Consultants' standard details and proprietary design instruments of service (not specific to this Agreement), however, Consultant shall have only a non-exclusive but otherwise unrestricted license to use the materials prepared in connection with this Agreement.
- 22.3 Any publicity or press releases with respect to the Project or Services shall be under District's sole discretion and control. Consultant shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District's prior written

consent. Consultant shall have the right, however, without District's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

22.4 The provisions of this Paragraph 16 shall remain fully effective indefinitely after termination of Services to the District hereunder.

23. Notices to the Parties

23.1 All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.

23.2 Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (c) When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- (d) Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 17.

23.3 Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service,

23.4 Addresses for the purpose of giving notice are set forth in Paragraph 6.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 17.

24. Record Keeping and Audit Requirements

24.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be

available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, other costs, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising District and allowing District to accept and store the records.

- 24.2 Consultant shall maintain adequate books, records, documents, and other evidence pertinent to Services under this Agreement or in connection with the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. Consultant shall make all such items to District, its designee or their designated representatives, during the course of performance of Services under this Agreement for a period of three years after the later of completion of all Services and final completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof, and staff to answer questions and respond to inquiries. Further, Consultant agrees to include similar Subconsultant obligations and District (and its designees) rights in all Subconsultant agreements relating to the Services or Project.

25. Subcontracting/Assignment/District Employees

- 25.1 Consultant and District agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by District in a written instrument executed and approved by the District in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 19.1 shall confer no rights on any party and shall be null and void.

25.2 [intentionally omitted]

- 25.3 As of the execution of this Agreement, the identity and team members of the Campus Building Architect, as well as their specific scope, cost, and terms of the subcontract between Consultant and Campus Building Architect, have not been determined. Following the District's selection of the Campus Building Architect and agreement regarding the other items, District and Consultant shall amend this Agreement accordingly, and Consultant shall engage Campus Building Architect as a Subconsultant.

26. Other Obligations

- 26.1 Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable,

Consultant shall comply with all federal, state and local laws (including, without limitation, District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

- 26.2 Consultant acknowledges that, pursuant to the Americans with Disabilities Act (**ADA**), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement. Consultant shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- 26.3 If required by District, the Consultant shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval, the Consultant will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the Consultant shall: (a) run a current operating system supported by the District with up-to-date security patches applied as defined in the District COE/Non-COE document; (b) have anti-virus software installed on his/her personal computer with up-to-date virus signatures; (c) have personal firewall software installed and enabled on their computers; and (d) understand and sign the District's Electronic Equipment Use Policy, number 2160; and (e) comply with the District's Information Technology Standards. The District reserves the right to audit the security measures in effect on Consultant's connected systems without prior notice. The District also reserves the right to terminate network connections immediately with all Consultant's systems not meeting the above requirements.
- 26.4 Consultant, at no additional expense to the District, shall conduct a background check for each of its employees, as well as for the employees of its Subconsultants (collectively "Consultant Employees") who will have access to District's computer systems, either through on-site or remote access, or whose contract work requires an extended presence on the District's premises. The minimum background check process for any District consultant shall include, but not be limited to: (a) for California residents: Criminal Records (County and State Criminal Felony and Misdemeanor; and (b) for Out of State residents: Federal criminal search of the National Criminal Database. The background check shall be conducted and the results submitted to the District prior to initial access by Consultant Employees. If at any time, it is discovered that a Consultant Employee has a criminal record that includes a felony or misdemeanor, the Consultant is required to inform the District immediately and the District will assess the circumstances surrounding

the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine whether the Consultant Employee will be placed or remain on a District assignment. The District may withhold consent at its sole discretion. The District may also conduct its own criminal background check of the Consultant Employees. Failure of the Consultant to comply with the terms of this paragraph may result in the termination of the Agreement with the District.

27. Disputes

- 27.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's **[Project Manager]** and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party, and a meeting between the **[Project Manager]** and Consultant principal shall then take place within five calendar days of the date of the request.
- 27.2 Provided that District continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute. Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, without limitation, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, District may terminate this Agreement for cause as provided herein.
- 27.3 In the event of claims exceeding \$50,000, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS, in Oakland, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda District Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

28. Agreement Made in California; Venue

- 28.1 This Agreement shall be deemed to have been executed in the City of Union City, County of Alameda. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, including its statutes of limitation, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the District of Alameda unless the parties agree otherwise in a written amendment to this Agreement.
- 28.2 The parties shall execute two copies of this Agreement, each of which shall be deemed originals.

29. Compliance with Laws; Standard of Care

- 29.1 Consultant shall comply with all applicable, laws, rules, orders and regulations (collectively, **Laws**) in the performance of the Services, including without limitation all executive and county orders and District policies and regulations regarding COVID-19, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.
- 29.2 Consultant shall perform all Services with the care and skill, ordinarily exercised in like cases by reputable members of their professions practicing under similar circumstances (**Standard of Care**).
- 29.3 Consultant represent that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable Laws and be consistent with the Standard of Care.

30. Miscellaneous

- 30.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 30.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by District of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Paragraph 24.2 shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.
- 30.3 Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.
- 30.4 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms,

covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

- 30.5 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.
- 30.6 Consultant acknowledges that Consultant and all Subconsultants are aware of and understand the Immigration Reform and Control Act (**IRCA**). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the District, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any Subconsultant hired by Consultant, are not authorized to work in the United States for Consultant or its Subconsultant and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's Subconsultant(s).

31. Entire Agreement; Modifications

- 31.1 This Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 31.2 To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.
- 31.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of District, Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.

- 31.4 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 31.5 Consultant and its Subconsultants shall, upon request by District, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 31.6 Changes in the Services made pursuant to this Paragraph 25 and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 31.7 Whenever the words "**as directed**", "**as required**", "**as permitted**", or words of like effect are used, it shall be understood as the direction, requirement, or permission of District. The words "**approval**", "**acceptable**", "**satisfactory**", or words of like import, shall mean approved by, or acceptable to, or satisfactory to District, unless otherwise indicated by the context.

[SIGNATURE LINES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

District

UNION SANITARY DISTRICT

By: _____

Paul R. Eldredge

General Manager/District Engineer

Consultant

LookingPoint Inc.

By: _____

Name _____

Its: _____

By: _____

Name _____

Its: _____

Enhanced Treatment and Site Upgrade Phase 1A
Campus Building Network Architecture

TASK ORDER NO. 1

to

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

LOOKINGPOINT INC.

FOR

PROFESSIONAL SERVICES

Dated December __, 2023

1. PURPOSE

The purpose of this task order is to engage Looking Point as the District's Network Architecture Consultant for the Phase 1A Project portion of the District's Enhanced Treatment & Site Upgrade (ETSU) Program. Phase 1A of the ETSU Program includes Aeration Basin Modifications and the Campus Building Project which are both currently in construction.

As the Network Architecture Consultant, Looking Point will be responsible for the planning, design, selection, procurement support, installation support, and device configuration of the District's new network architecture.

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District's Project Manager, Ric Pipkin

3. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost and schedule data presented in Exhibits A and B, respectively.

Task 1 – Planning and Design Phase

Looking Point shall meet with District staff on site, at the District's premises, to kick off the project. As part of the project kick off, a walkthrough and discovery of the District's existing corporate (business network) and plant network will be conducted. Looking Point shall also review the design documents and relevant project information associated with the Enhanced Treatment and Site Upgrade – Phase 1A – Campus Building Project to establish preliminary network/IT rack space planning, understand floor layouts, and supplemental design criteria.

As part of this phase, Looking Point shall also conduct workshops with District staff to prepare for the move, along with providing Network Architecture Design based on the selected options from said workshops. These options shall be packaged and delivered with final drawings, specifications, and a design intent summary.

- The Consultant shall organize and facilitate all project meetings including the following:
 - Project Kick Off
 - Provide and facilitate a project kickoff meeting with District Staff on site at the District's premises.
 - This meeting is anticipated to be a minimum of two (2) hours.
 - Assume the kick-off meeting shall be in person on site at the District's premises.
 - Project Management Meetings:
 - Provide and facilitate eight (8) meetings with District Staff.
 - Each meeting is anticipated to be a minimum of one (1) hour.
- Review Design Documents and relevant project information.
 - The Consultant shall review the Enhanced Treatment and Site Upgrade – Phase 1A – Campus Building design documents (See Attachment X – Enlarged Floor Plans) to establish design criteria, floor layouts, and preliminary network/IT rack space planning.

- During the design phase the District will provide additional design criteria regarding project phasing and budget.
- A complete set of the Enhanced Treatment and Site Upgrade – Phase 1A – Campus Building Project design documents may be provided upon request to the selected Consultant.
- At the District’s discretion relevant project information for existing and proposed new security devices will be provided to the selected Consultant on a case-by-case basis for security reasons.
 - The Consultant shall include security devices in its assessment of the Network Architecture, however no specific information regarding the security device(s), quantity, type(s), manufacturer(s), name(s), model(s), shall be published.
 - The Consultant shall reference security device(s) in generality excluding specific details such as quantity, type(s), manufacturer(s), name(s), model(s), capacity, performance characteristic(s), and/or dimension(s).
- Consultant shall perform an assessment of the District’s existing corporate (business network) and plant network.
 - Provide a report of all existing Network infrastructure Devices.
 - The assessment report shall consider and include the existing plant network that is impacted by the following:
 - Network(s) migration to the new building.
 - Devices functionally dependent on the business network.
 - Devices operationally dependent on the business network.
 - Provide an assessment of existing devices including the following information:
 - Manufacturer
 - Model
 - Serial Number
 - Description (dimensions, color, condition, device type, etc...)
 - Quantity
 - Date of Manufacturer
 - Location (Building, Room)
 - Anticipated remaining useful life.
 - Provide a recommendation for existing devices to be reused in the new building.

- Provide a recommendation for new devices to be procured by the District, to facilitate the new corporate and plant network infrastructure and the migration to the new building.
 - The District's existing network infrastructure consists of six (6) Core/Distribution switches, 65 access switches, and 24 access points.
 - Additional information regarding the District's existing network shall be provided to the selected consultant after the award of this RFP.
- Conduct workshops regarding the design of the new Network Architecture.
 - Provide and facilitate four (4) workshops with the ETSU Steering Committee
 - Each meeting will have an average duration of two (2) hours. Meetings shall be virtual.
 - Prior to each ETSU Steering Committee meeting workshop, a virtual meeting shall be arranged with the ETSU Workgroup in preparation of the presentation. Assume the prep meeting will have an average duration of one (1) hour.
 - These workshops shall include details of network options for configuration, security, and phasing for installation.
 - Provide and facilitate four (4) workshops with District Staff Workgroups
 - Assume each meeting has an average duration of 2 hours.
 - As part of the workshops, provide a minimum of three (3) different design options for the District's new corporate (business network) and plant network.
 - Final scope of the plant network design shall be coordinated with the District after award of the contract.
 - For each design option provided, identify advantages and disadvantages with the proposed design.
- Provide the Network Architecture design based on the selected option and feedback provided from District Staff and the ETSU-SC.
 - Provide a preliminary design that incorporated initial feedback based on the existing Network Architecture Assessment

Report, ETSU Steering Committee, and District Staff Workgroups.

- As part of the preliminary design submittal, provide equipment cutsheets, preliminary migration plan, 50% design drawings and specifications.
- Prepare a power-point presentation, to be presented to the ETSU Steering Committee, that provide a summary of the recommended design and proposed migration plan.
- The final design shall include implementation drawings, specifications, and a design intent summary.
 - The design shall incorporate technical requirements identified by the District through meetings (kick-off, ETSU-SC, Workshops, etc...)
 - The design shall include reviewed and approved recommendations proposed by the Consultant based on the assessment of the District's existing network infrastructure and configuration.
 - The design shall include the District's phased move of the corporate and plant network infrastructures to the new Campus Building (currently in construction).
 - To facilitate this move with minimum downtime, the District anticipates purchasing the following new equipment/devices:
 - Two (2) Core Switches supporting VPC and HSRP
 - Three (3) Firewalls
 - One (1) Load Balancer
 - Six (6) Access Switches
 - Up to Twenty-Eight (28) access points.
- Include a bill of materials (equipment list) of devices needed to be procured by the District.
- Provide a cost estimate for the equipment list of devices needed to be procured.
- Provide a separate cost estimate for anticipated installation costs.
 - The District intends to self-perform the physical installation of equipment and devices.
- Include a migration plan to the new Enhanced Treatment and Site Upgrade – Phase 1A – Campus Building that minimizes overall downtime for the District.
 - Provide overall migration planning services.

- The migration of equipment shall be flexible for moving staff and equipment to the new building.
- The migration plan shall assume a maximum of ten (10) separate “move days” for staff.
 - Each move day shall consist of relocating District staff and select equipment from the District’s existing Administration Building, Control Building, and Facilities-Maintenance and Construction Building.
 - The migration plan shall identify the recommended number of IT staff needed to facilitate each move day.
 - The migration plan shall assume a staff need to facilitate each of the move days.
 - The migration plan shall include a user base of approximately 150 users, half of which require remote access, currently achieved by VPN.
 - The migration plan shall assume the new building will have new demarcations installed by two (2) Internet Service Providers (AT&T, Comcast).

Task 2 – Procurement & Installation Support Phase

Looking Point shall join any (up to 8 total hours) pre-installation meetings requested by the District to provide technical assistance as the District works through the procurement and installation plans of the devices outlined in the Design Drawings.

Attend and participate in the Pre-Installation and Coordination Meeting(s), as requested by the District.

- Meeting Attendance will be on an as-needed basis with a focus on providing technical assistance during procurement, installation, and/or coordination of the Network Architecture related equipment and devices.
- The District may require this meeting to be in person pending the construction status of the Enhanced Treatment and Site Upgrade Phase 1A – Campus Building Construction project.
- The District will procure network devices identified in the Design Drawings for the new corporate (business) network and connection to the existing plant network.

- The District will install the equipment and devices procured for the new corporate (business) and plant network.
- During installation, if requested by the District, Consultant shall attend and participate in an installation coordination meeting.
- For purposes of this RFP, Consultant shall assume two (2) meetings, each with an average duration of 2 hours.

Task 3 – Configuration Phase

Looking Point shall configure all new installed in-scope network infrastructure devices, while the District works on physically moving all infrastructure to the new building.

The Consultant will re-configure all existing network infrastructure devices (6 core/distribution Switches, 65 access-switches, 24 wireless access-points).

- The District anticipates that this work (device configuration) may be completed by the Consultant remotely.
- The Consultant shall coordinate with the District to facilitate remote access.
- Should the consultant be unable to configure the equipment and devices remotely, all programming configurations shall be done at the District.
- The District shall perform the physical move of a virtual infrastructure to the new campus building.
- Up to 10 cutovers has been accounted for in this project.
- The Consultant shall update the migration plan as needed based on device procurement and delivery schedule.
- USD will utilize a separate vendor or internal resources for all cabling, and physical installation tasks.
- USD will complete procurement of any License, Software and devices.
- The Consultant shall assist the District with start-up, testing, and troubleshooting on an as needed basis.

4. DELIVERABLES

All deliverables will be provided electronically in their native file format and via PDF format.

Task 1:

- Meeting Minutes
- Assessment of existing system report
- Migration Plan
- Network design Drawings and Specifications

Task 2:

- Bill of Materials

Task 3:

- As-built Network Design Drawings and Specifications

5. DIGITAL SUBMITTAL REQUIREMENTS

This section is not applicable for the scope of work included in this task order.

6. EQUIPMENT AND PIPELINE SCHEDULES

This section is not applicable for the scope of work included in this task order.

7. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 4 of the Agreement. The fixed amount shall be \$95,310. A summary of the fixed fees between tasks 1 -3 is shown in Exhibit A.

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

Task Order / Amendment	Amount	Board Authorization Required? (Yes/No)	District Staff Approval
1	\$95,310	No*	Board
Total	\$95,310		

*Note Board authorization of this Task Order is being sought because the amount is nearly the amount requiring authorization by the procurement policy.

8. TIME OF COMPLETION

All work defined in this Task Order shall be complete in 430 calendar days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement. A summary of the anticipated schedule of work is shown in Exhibit B.

9. KEY PERSONNEL

Engineering personnel to be assigned to this Task Order No. 1 are as follows:

Key Personnel Role to be Assigned

Senior Project Manager
Solutions Architect

Consultant shall assign key personnel for the above listed roles at the time of Notice to Proceed. Key Personnel assigned must be mutually acceptable to District and Consultant and shall not be changed except in accordance with Article 6 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of December __, 2023 and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

Union Sanitary District

LookingPoint Inc.

By: _____

By: _____

Paul R. Eldredge

Name: _____

General Manager/District Engineer

Title: _____

ETSU Phase 1A Campus Building Network Architecture
Task Order No. 1 Exhibit A

Task	Decription		Cost
Task No .1 Planning/Design	Project Kick Off and walkthrough (Onsite)		
	PM Meetings (2 onsite)		
	Review RFP		
	workshop prep		
	workshops: 2x4 (ETSU steering commitee) + 2x4 (District Staff workgroups)		
	Migration planning		
	LookingPoint Project Management		
	Discovery of existing network and VoIP System		
	Evaluate usage of existing equipment		
	Recommend new Network Infrastructure devices		
	Recommend new VoIP and Analog Phone system		
	Prelim design		
	Presentation prep		
	Final design		
Task 1 Cost		\$47,430.00	
Task No .2 Procurement Support	Build BOM		
	Procurement meetings		
	Task 2 Cost		\$3,420.00
Task No .3 Installation Support	Install support (10 Cutovers)		
	admin training		
	Config and tuning		
	Day 1 support		
Task 3 Cost		\$44,460.00	
		Total	\$95,310.00

Enhanced Treatment and Site Upgrade Phase 1A

Campus Building Network Architecture

Exhibit B

Project Schedule

Notice to Proceed	December 2023
Complete Planning and Design Phase	May 2024
Complete Procurement Phase	August 2024
Complete Installation Phase	February 2025



USD TREAT
PROTECT
PRESERVE
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

**DECEMBER 11, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

TITLE: Provide Direction Regarding the Start Time for Regular Meetings of the Board of Directors (*This is a Direction Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

Recommendation

Provide direction regarding the start time for Regular Board meetings.

Discussion

Regular meetings of the Union Sanitary District Board of Directors have been held the second and fourth Monday of the month beginning at 4:00 p.m. Staff prepared this item at the Board's request to provide an opportunity for the Board to discuss the start time for Regular Board meetings going forward.

Meeting start times for neighboring agencies vary from 1:15 p.m. to 7:00 p.m. with approximately half favoring evening start times and the other half split between mid-day and late afternoon start times.

Background

Government Code section 54954(a) provides that "each legislative body of a local agency ... shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business of that body, the time and place for holding regular meetings."

Resolution No. 2928 confirmed that Regular Meetings of the Board of Directors would take place on the second and fourth Monday of each month at 4:00 p.m.

Previous Board Action

July 12, 2021, Board Meeting – Adopted Resolution No. 2928 Setting the Time and Place for Holding Regular Meetings of the Union Sanitary District Board of Directors



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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

**DECEMBER 11, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM #15**

TITLE: FY23 Strategic Performance Annual Report *(This is an Information Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, CFO/ Business Services Work Group Manager
Alisa Gordon, Organizational Support Team Coach
Karoline Terrazas, Organizational Performance Manager

Recommendation

Information only.

Discussion

This report summarizes the District's annual strategic performance as indicated by our Operational Excellence Balanced Scorecard Measures and the Safety Balanced Scorecard Measures for fiscal year 2023 (July 1, 2022- June 30, 2023).

The report is formatted to highlight major activities for the fiscal year in a simple and clear informative style for the Board of Directors and the public. There is a summary of the Balanced Scorecard Measures on pages 8 through 11 of this report, with the full tables of all the measures in the appendix.

The overall performance of Operational Excellence measures have been maintained throughout the fiscal year, even with the increased construction on the plant. The staff continue to prioritize a high level of customer support with prompt response to service needs. All assets were actively managed throughout the year. Details of the many activities and measures are found on pages 15 through 22 of this report. The District is honored to have received the NACWA Peak Performance recognition highlighted on page 27.

Our safety measures and performance are outlined in pages 23 through 25 and includes the safety training accomplished and details of our workers compensation modifier (or x-mod).

Measure Outcome Color Key (found in appendix of report)

District will meet and/or exceed this metric
District is monitoring/taking action on this metric
District anticipates not meeting this metric by fiscal end
T&R- Track and report metric

Background

The Strategic Performance Annual Report is presented annually.

Previous Board Action

None

Attachment:

FY23 Strategic Performance Annual Report (July 1, 2022 – June 30, 2023)



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FY23 Strategic Performance Report

July 1, 2022 to June 30, 2023



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27	District Recognition
28	Appendix and Scorecards

A Message From The General Manager

Union Sanitary District has demonstrated resilience and a continued commitment to reliable service to the community. The District has gained momentum on renewal and expansion of critical infrastructure, including significant progress in Phase 1A of the Enhanced Treatment Site Upgrade (ETSU) project. Upon completion of the entire project the District will have improved water quality in the San Francisco Bay through enhanced wastewater treatment processes and nutrient removal. The State Water Board approved the FY 23-24 State Revolving Fund (SRF) funding plan that includes \$100 million in financing for the project. This cost-saving achievement will allow the District to continue its commendable record of keeping customer rates low.

One of the highlights of the fiscal year was undoubtedly the Beam Topping Ceremony for the soon to be Campus Building. To celebrate this milestone, District staff, as well as project consultants, and contractors were invited to add their signatures to mark the significance of the District's project. This beam was the ceremonial final top beam placed on the building.



The District is proud of the efforts of all the staff and find their endeavors nothing short of praiseworthy; to share a few accomplishments:

- The dedicated work of the laboratory staff ensuring that the District meets the stringent TNI (The NELAC Institute) compliance standards.
- The diligent maintenance efforts of the Collection Services staff that has resulted with the District achieving one of the best spill records statewide.
- The continued excellence in public procurement practices of the District's Finance and Acquisition Team as recognized by the National Procurement Institute.

In fiscal 2023, the District received the distinguished Peak Performance Platinum Award from the National Association of Clean Water Agencies (NACWA) for outstanding performance. This recognition serves as a testament to the District's unwavering dedication to quality and sustainability.

As the District looks ahead, staff remain committed to the vision of development and unparalleled service. Thank you for being an essential part of Union Sanitary District's success and your continued support and trust.



Paul R. Eldredge, P.E.
General Manager
Union Sanitary District



Clarifier



Digester maintenance and rehabilitation

About Union Sanitary District

Union Sanitary District operates a 33-acre wastewater treatment facility in Union City and provides collection, treatment, and disposal services for the cities of Fremont, Newark, and Union City, California.

**105
Years**

Founded May 27, 1918

**60.2
Sq Miles**

Service area : Fremont,
Newark, and Union City

343,680

Population served

**839
Miles**

Underground pipelines

**22.23
Million**

Gallons of wastewater
are treated each day

145

USD employees in 5
workgroups

Board of Directors



Anjali Lathi, Fremont



Manny Fernandez, Union City



Pat Kite, Newark



Jennifer Toy, Fremont



Tom Handley, Fremont

Union Sanitary District is an independent enterprise special district governed by an elected five-member Board of Directors. Day-to-day operations are managed by the Executive Team, consisting of the General Manager and five Workgroup Managers.

Executive Team



Paul Eldredge
General Manager, P.E.



Jose Rodrigues
Collection Services



Robert Simonich
Fabrication, Maintenance, and
Construction



Raymond Chau
Technical Services
183 of 279



Mark Carlson
Business Services



Armando Lopez
Treatment and Disposal

..... Union Sanitary District

Mission & Vision

To safely and responsibly collect and treat wastewater, and to recover resources from process waste streams, while protecting human health and improving the environment in a way that benefits the Tri-Cities and all USD stakeholders.

How we continue to accomplish our Vision:

Commitment to Safety:

- Continually reviewing our safety program for opportunities to improve
- Focusing on protecting employees and the community in all our activities
- Allocating resources to ensure safe operations (equipment, training, staff)
- Collaboratively promoting a safe work environment

Responsibility:

- Being accountable for our actions and decisions
- Being fiscally prudent
- Maintaining and upgrading infrastructure
- Anticipating and meeting future District and stakeholder needs
- Compliance with laws and regulations (local, state, federal)
- Effective asset management
- Effective use of technology
- Looking for innovative ways to reduce or reuse our waste streams

Collect, treat, and recover/reuse wastewater:

- Providing capacity in the collection system and plant
- Regulating connections
- Increasing efforts for resource recovery (biogas, biosolids, etc.)
- Exploring ways to maximize water reclamation and reuse potential

Human health and environmental stewardship:

- Preventing sewer spills and back-ups
- Limiting health risks through treatment of wastewater
- Responding to emergencies
- Enhancing water quality in the San Francisco Bay estuary
- Meeting or exceeding all water and air quality standards
- Promoting pollution prevention and pretreatment through outreach and educational programs
- Maximizing use of green energy sources when feasible
- Working towards energy neutrality



Strategic Objectives

CUSTOMER

Stewardship

Demonstrate responsible stewardship of District assets and the environment

Services

Provide reliable high-quality service

Emergencies

Be prepared for emergencies

FINANCE

Fiscal Responsibility

Ensure funding for critical programs and projects, while maintaining comparable rates

Accurately project and control costs

INTERNAL PROCESS

Environmental Protection

Implement projects and programs that benefit the environment. Ensure our ability to meet current and future regulations

Efficiency

Optimize processes; use technology and resources effectively

Planning

Plan for long-term financial, project, and staffing need

Asset Management

Manage and maintain assets and infrastructure

EMPLOYEE GROWTH AND DEVELOPMENT

Employees

Maintain a highly competent, flexible workforce

Safety

Work safely to reduce accidents and injuries

Culture

Foster a collaborative Employee-Management relationship that encourages teamwork, new ideas, and continuous improvement

Balanced Scorecard: Operational Excellence Summary

Customer Objectives

Measures	Target	FY23 Actuals
# of Outreach Activities/Events Completed	98	167
Community Events / Online Outreach	53	83
Business	5	5
Schools	35	73
Civic	5	6
% of service calls responded to within 1 hour	≥95%	100%
Average time to customer contact	Track and Report	21 minutes
Initial response time to contact USD website inquiries (% within 3 business days)	≥90%	98%
Average Response time of contact USD website inquiries (in days)	Track and Report	0.76
# of adverse impacts on customers that were caused by USD (non-SSO)	≤10	0
# of Emergency Preparedness Activities/Events Completed	4	10
Drills	2	2
Training/Exercises (or Communication)	1	6
Documents, Plans, Policies Updated	1	2

Financial Objectives

Measures	Target	FY23 Actuals
Residential Sewer Service Charge (SSC) compared to other local agencies	Track and Report	14.7th
\$: SSC Union Sanitary District	Track and Report	\$530
\$: SSC Regional Average	Track and Report	\$482
\$: SSC National Average	Track and Report	\$551
Total Service Population	Track and Report	343,680
Total Parcels Served	Track and Report	94,031
Debt Coverage Ratio	1.5	8.64
PERS Funding Level	90-100%	65.60%
OPEB Funding Level	90-100%	81.49%
% of Budgeted Operating Expenditures	95-103%	98%
% of Budgeted Overtime Used	Track and Report	89.57%
% of Budgeted Special Projects Expenditures	80-110%	53%

Balanced Scorecard: Operational Excellence Summary

Financial Objectives (con't)

Measures	Target	FY23 Actuals
Ferrous Chloride Usage	≤ 40	36.3 GPH
Hydrogen Peroxide Usage	≤ 14	13.3 GPH
Hypochlorite Usage	≤ 143	153.6 GPH
Polymer Usage - Gravity Belt Thickener (GBT)	≤ 5.5	3.8 lbs/dry ton
Polymer Usage - Dewatering	≤ 37	37.8 lbs/dry ton
Energy Produced: Cogeneration	Track and Report	33,683 kwh/d
Energy Produced: Solar	Track and Report	347 kwh/d
Total Electrical Usage	Track and Report	52,451 kwh/d
Plant Daily Flow (Average)	Track and Report	23.9 mgd
Influent Total Suspended Solids	Track and Report	337 mg/L
Effluent Total Suspended Solids	Track and Report	11.6 mg/L
% Removal of Total Suspended Solids	≥85%	97%

Internal Process Objectives

Measures	Target	FY23 Actuals
Total # of Maintenance Activities to Prevent Failures	Track and Report	26,225
Corrective Maintenance	Track and Report	1,741
Preventative Maintenance	Track and Report	20,968
Proactive Corrective Maintenance (Predictive)	Track and Report	3,511
Total hours used for Maintenance Activities to Prevent Failures	Track and Report	41,138.37
Corrective Maintenance	Track and Report	13,497.10
Preventative Maintenance	Track and Report	18,040.70
Proactive Corrective Maintenance (Predictive)	Track and Report	9,601.57
Total # of Urgent Responses	Track and Report	306
Total hours used for Urgent Responses	Track and Report	1,912.10
% of Collection System Cleaned per Plan	100%	100.9%
% asset renewal/year: Plant	Track and Report	11.91%
% asset renewal/year: Collection System	Track and Report	0.39%

Balanced Scorecard: Operational Excellence Summary

Internal Process Objectives (con't)

Measures	Target	FY23 Actuals
# of Category 1 SSO's	0	0
# of Category 2/3 SSO's	≤10	1
Settleability Performance: Sludge Volume Index (SVI)	100 - 150 mL/gal	240 mL/gal
Number of Days SVI Outside of Range	T&R	217
District-wide Critical Projects on schedule	≥85	46%
How many hours project points expend on District projects	Track and Report	884.25
# of projects that improve efficiency	Track and Report	7

Employee Growth & Development Objectives

Measures	Target	FY23 Actuals
Employee Turnover Rate - Total	Track and Report	8.82%
Employee Turnover Rate Non-retirement	Track and Report	2.94%
% of employees completing training beyond District scheduled	Track and Report	68%
Average training hours per FTE	≥20	32.00
Business Services	≥20	30.42
Technical Services	≥20	24.31
Collections Systems	≥20	26.76
Fabrication, Maintenance, and Construction	≥20	48.01
Treatment and Disposal	≥20	30.51
% of employees participating in committees and/or taskforces (Excludes management)	≥45%	33%
# District-wide Employee Engagement Activities Completed (survey, training, events)	Track and Report	2

Balanced Scorecard: Safety Summary

Measurements	Target	FY23 Actual
Total accidents with lost days	0	3
Other OSHA reportable accidents	<4	5
# Incidents of vehicle or equipment accidents/damage	<2	4
Cost associated with vehicle/equipment accidents	<\$5000	\$16,092.67
Average full-time employee (FTE) lost time	<0.5	0.03
Total Costs: Lost time wages only	<\$46,883	\$1,784.34
Average FTE limited duty time	<0.5	0
Total costs: Limited duty/Other 1/2 wages	<\$23,441	0
X-Mod	<1.0	0.78
# Facility inspections (completed by site inspection team)	0	1
% of areas of concern identified during internal facility inspections that are resolved within 60 days of report	>90%	100%
# work site inspections completed	278	321
# site visits (for potential BMPS) completed and discussed by Executive Team	0	N/A
# General Manager communications on status of safety program and performance	>4	53
# safety strategy reviews conducted by Executive Team and Environmental Health and Safety Specialist	2	2
# of major safety training events offered	12	13
Average % of targeted employees trained vs. plan	>90%	94.40%
% Positive responses on the employees safety survey (average)	>75%	93.60%



Operational Excellence



Operational Excellence Measures



- # of All Outreach Activities/Events Completed; including areas of: Community Events / Online Outreach, Business, Schools, Civic
- % of service calls responded to within 1 hour
- Average time to customer contact
- Initial response time to contact USD website inquiries (% within 3 business days)
- Average Response time of contact USD website inquiries (in days)
- # of adverse impacts on customers that were caused by USD (non-SSO)
- # of Emergency Preparedness Activities/Events Completed; including areas of: Drills, Training/Exercises (or Communication), Documents Updated

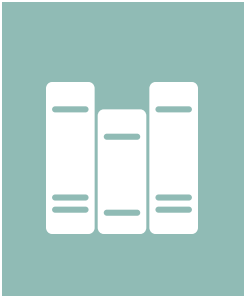


- Residential Sewer Service Charge (SSC) compared to other local agencies
- \$ amount of current Union Sanitary District SSC, including the Regional and National Averages
- Total Service Population Change
- Total Parcels Served
- Debt Coverage Ratio
- PERS Funding Level and OPEB Funding Level
- % of Budgeted Operating Expenditures, Overtime Used, and Special Projects Expenditures
- Chemical Usage: Ferrous Chloride, Hydrogen Peroxide, Hypochlorite, Polymer (Gravity Belt Thickener), and Polymer (Dewatering)
- Energy Produced from Cogeneration and Solar
- Total Electrical Usage
- Plant Daily Flow (Average)
- Influent and Effluent Total Suspended Solids
- % Removal of Total Suspended Solids

Operational Excellence Measures (con't)



- Total # of Maintenance Activities to Prevent Failures: Corrective, Preventative, and Proactive (Predictive)
- Total hours used for Maintenance Activities to Prevent Failures: Corrective, Preventative, and Proactive
- Total # of Urgent Responses
- Total hours used for Urgent Responses
- % of Collection System Cleaned per Plan
- % asset renewal/year: Plant
- % asset renewal/year: Collection System
- # of Category 1/2/3 Sewer Service Overflows
- Settleability Performance: Sludge Volume Index (SVI)
- Number of Days SVI Outside of Range
- District-wide Critical Projects on schedule
- # of hours project points expended on District projects
- # of projects that improve efficiency



- Employee Turnover Rate - Total and Non-retirement
- % of employees completing training beyond District scheduled
- Average training hours per full-time employee (per Workgroup)
- % of employees participating in committees and/or taskforces (excludes management)
- # District-wide Employee Engagement Activities Completed (survey, training, events)



Customer Perspective

Customer objectives focus on both short and long-term customer service and stewardship of public assets and the environment. Measures target the provisions of high-quality reliable service, outreach activities, and maintaining an emergency preparedness program.

Response to Calls and Inquiries



100% Response
21 min average

Response to emergency calls under 1 hour*



98% Response
.76 days

Response to USD Website inquiries under 3 days**

* Average time to customer contact is 21 minutes

** Average response to website inquires is .76 days

Plant Tours and Classroom Visits



Tours
visitors

Visitors can take a Virtual tour on our website.



71 Classes
Avg. of 24 students per class

Elementary School Presentations Completed

Plan Review



310 Plans

Continued speedy review of plans for sewer construction

Outreach at USD

The Customer Service and Environmental Compliance Teams are deeply involved with communication and outreach to local residents and industry partners. In 2023, several activities were completed:

- Annual Newsletter
- Social Media Posts
- City of Fremont - Earth Day
- Community Information Faire
- Alameda County Science and Engineering Fair
- FOG and Earth Day Ads
- Local Civic Outreach
- Industrial Advisory Council Meetings

USD staff continue to provide educational opportunities for local elementary schools and communities.



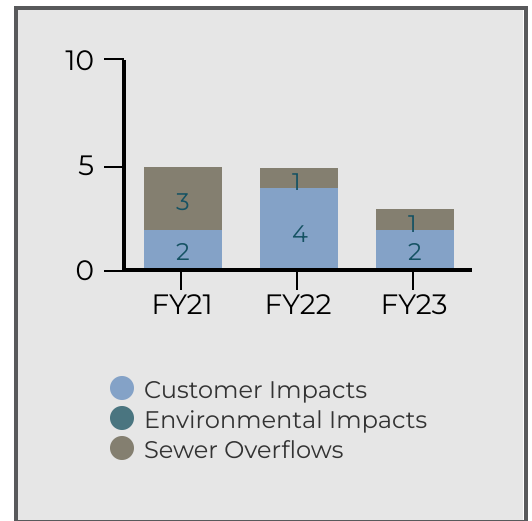
Customer Perspective

Impacts on Customers and the Environment

The District ensures immediate response, investigation, and follow-up to all inquiries that impact its customers and the environment. It monitors and responds to a variety of claims reported, and strives to remain under 10 impacts or less per year.

The impacts may include:

- Customer Impacts - vehicle damage, fee concerns, odor, and other substantiated complaints
- Environmental impacts
- Sewer overflows caused by our system



Annual Newsletter

One District outreach initiative is to provide an [annual newsletter](#) for our residents. In 2023 we highlighted:

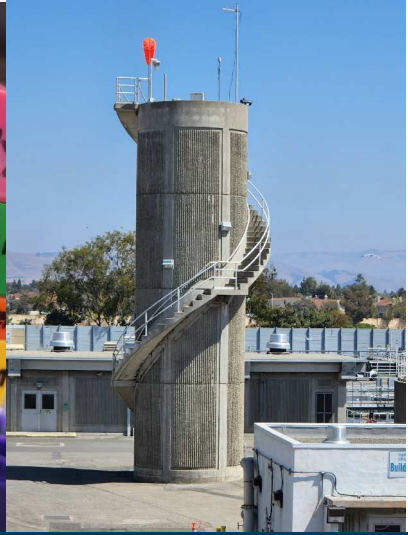
- USD's plant upgrades and impact on water quality
- Fiscal Year 2024 Sewer Service Rates
- Regional partners protecting the Bay
- Information on sewer laterals



Emergency Preparedness

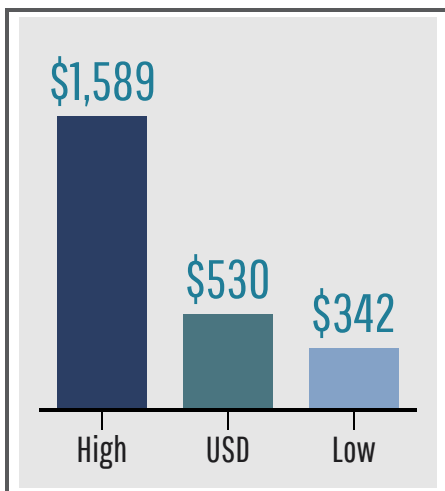
The District's Emergency Preparedness Committee is responsible for maintaining the inventory of supplies needed for all types of disasters and emergencies.

This fiscal year, the committee provided training on the State Emergency Management System, and the Incident Command System. Additionally, the District updated its Disaster Phone and Communication Plan; as well as completed analog phone testing.



Finance Perspective

Financial objectives focus on the prudent and responsible management of public funds entrusted to the District with measures focused on maintaining sewer service charges (SSC) at rates comparable to other local agencies with similar treatment processes; accurately controlling and tracking project and program costs against planned budgets; and ensuring the District is always compliant with the ethical, legal, and regulatory requirements associated with finance.



Bay Area Annual Sewer Service Charges 2022-2023

Currently, USD's rates are in the lowest third of the Bay Area sanitary sewer providers surveyed annually.

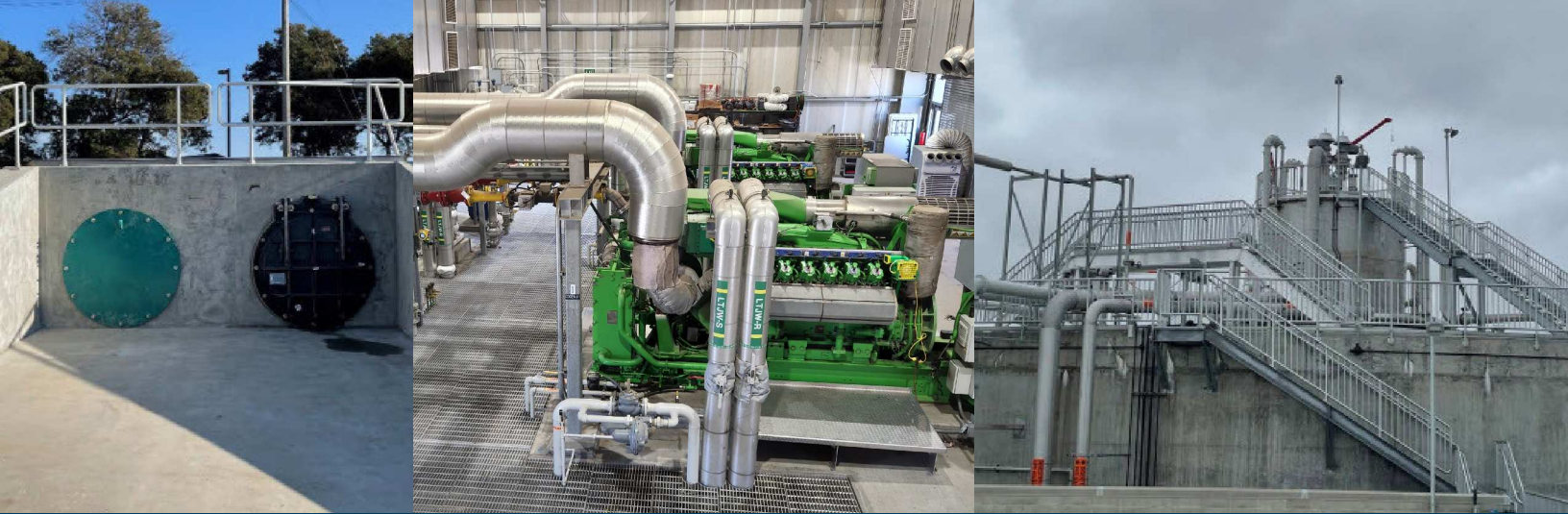
Criteria used for Agencies to Survey:

1. Within a 30 mile radius of USD
2. Having at least 100 miles of Collection System and/or 5 MGD of Treatment

State Water Board approved the FY 23-24 State Revolving Funds

State Revolving Funds, or SRFs, are low-interest loans used to fund higher cost capital improvement projects for essential water, wastewater and stormwater infrastructure upgrades. The State Water Board approved the FY 23-24 SRF funding plan that includes \$100 million in financing for the Enhanced Treatment and Site Upgrade program (see more on page 20).

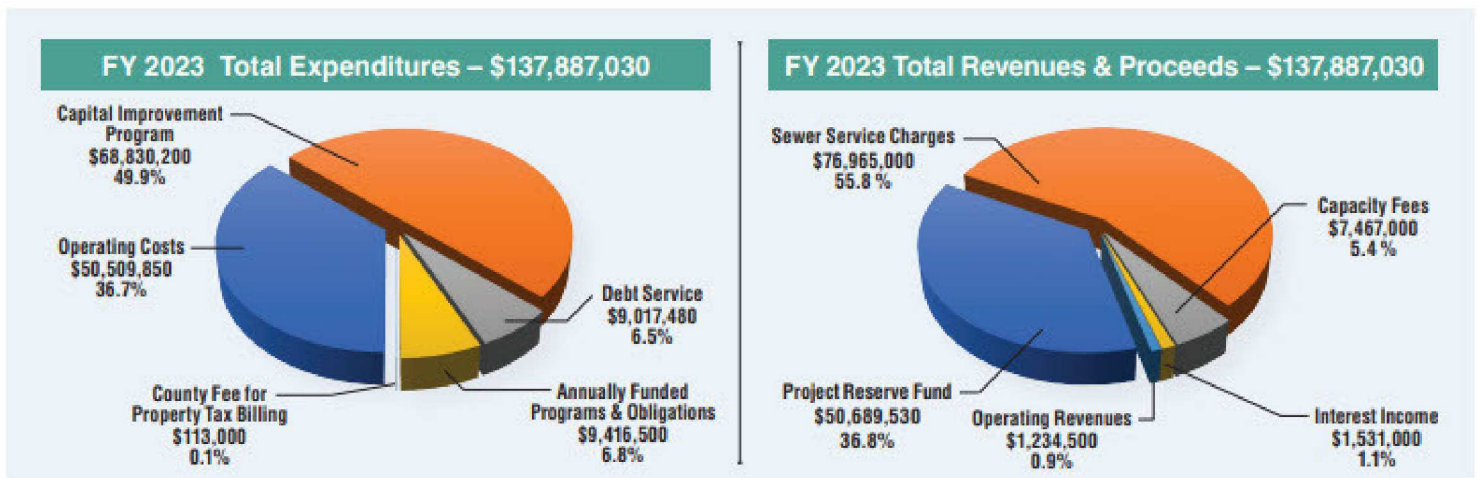
This is a big win for the District's customers, the staff of the Enhanced Treatment and Site Upgrade Project, and Capital Improvement Program. Many staff invested a significant amount of time and effort to make this happen.



Finance Perspective

2022-2023 Union Sanitary District Total Revenues and Expenditures

The District's current operating budget is approximately \$137 million. Revenue is raised from two primary sources: (1) Sewer service charges paid by residential customers, businesses, and other users of the system; and (2) Charging new development their proportionate share of infrastructure costs.



■ Annually Funded Programs and Obligations include other post employee benefits, 115 pension trust expense, special studies, and equipment replacement

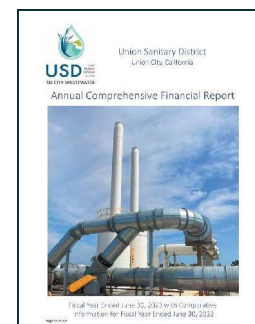
■ Operating Costs include employee, utilities, chemicals, maintenance, and administrative costs
 ■ Employee Costs (\$33,836,572) represent 25% of USD's total FY 2023 budget and 67% of Operating Costs

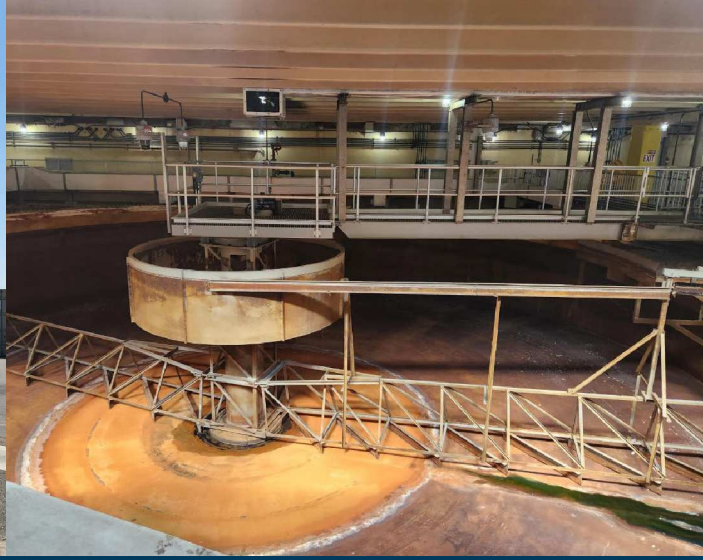
■ Capital Improvement Program includes project construction and related costs
 ■ Sewer Service Charges include residential, commercial, and industrial customers

Annual Comprehensive Financial Report (ACFR)

The District prepares an Annual Comprehensive Financial Report (ACFR) summarizing and explaining USD's initiatives, accomplishments, and financial activities during each fiscal year.

For more details, review the [FY23 report](#).





Internal Process Perspective

Internal process objectives focus on processes critical to achieving the District’s Mission including long-term project, financial, and workforce planning activities; management and maintenance of District assets and infrastructure, treatment process optimization, and environmental stewardship.

Capital Improvement Projects



Projects in Design

- Force Main Corrosion Repairs Project- Phase 4
- Pump Stations Chemical System Improvements Project
- Switchboard No. 3 and MCC No. 25 Replacement Project
- WAS Thickener Replacement Project

For Enhanced Treatment and Site Upgrade (ETSU) project information see page 20.



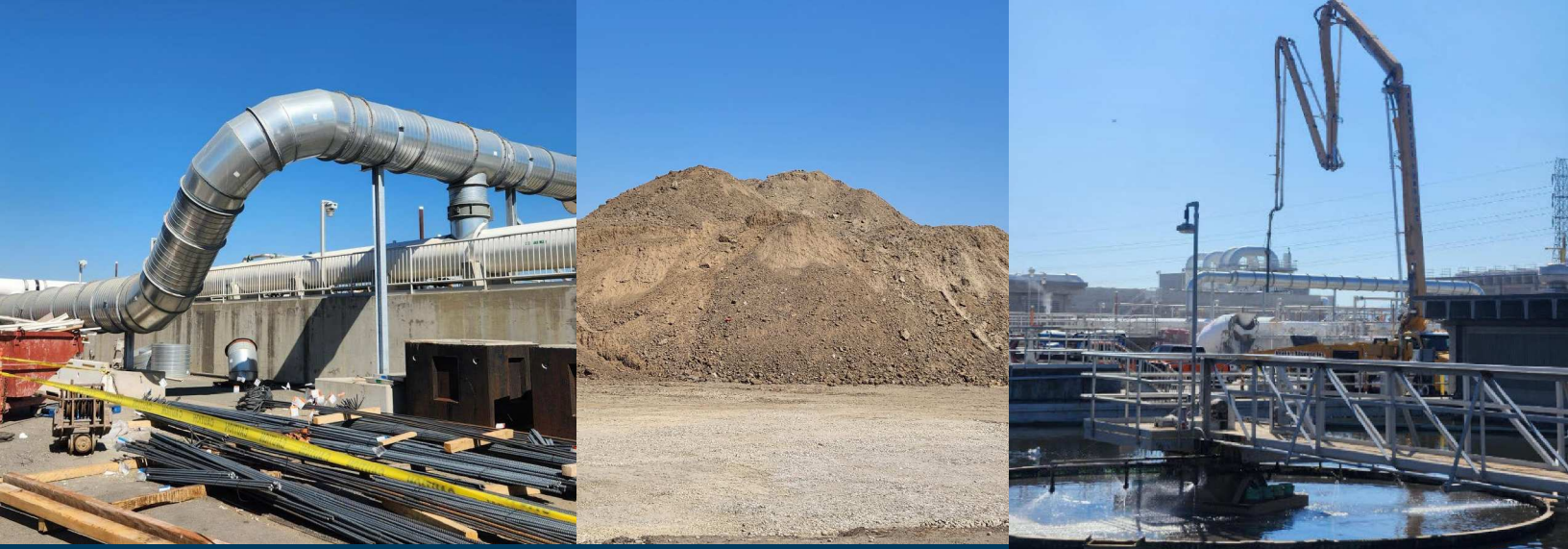
Projects in Construction

- Alvarado Influent Pump Station Improvements Project
- Force Main Corrosion Repairs Project – Phase 3
- Irvington Basin Reinforced Concrete Pipe Rehabilitation Project
- Primary Digester No. 7 Project
- Standby Power Generation System Upgrade Project



Standby Power Generator

Engineers and staff coordinate construction of critical infrastructure while keeping processes running smoothly. Staff focus on managing and maintaining assets and infrastructure through development of master plans. Project schedules are tracked and reported quarterly.



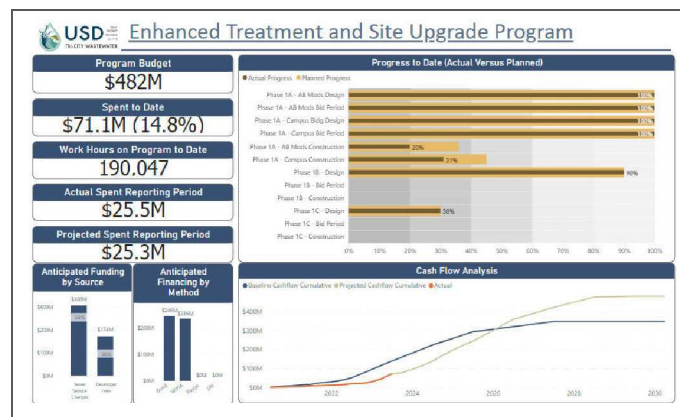
Internal Process Perspective

Enhanced Treatment and Site Upgrade (ETSU)

The Enhanced Treatment and Site Upgrade (ETSU) program serves as a roadmap for the treatment plant's infrastructure over the next 40 years. The ETSU team continues to progress with the various activities in Phase 1.

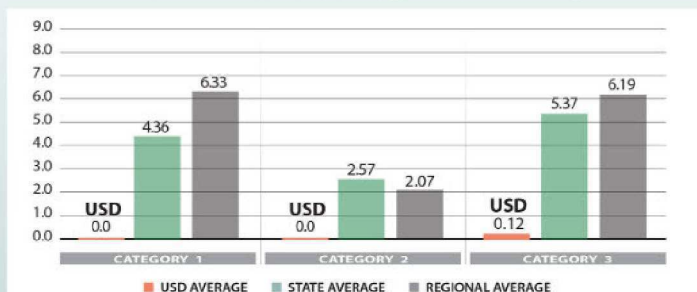
Visit our website at:

<https://www.unionsanitary.com/about-us/etsu> to watch project time-lapse videos for our Aeration Basin Modifications, the progress with our new campus, and program dashboard.



Asset Renewal and Maintenance

FY 2023 Spills Per 100 Miles of Pipe USD vs. State and Regional Averages



Spill Rate Statistics – July 1, 2022 to June 30, 2023 - Spills per 100 Miles of Pipe

	Category 1	Category 2	Category 3
USD AVERAGE	0.0	0.0	0.12
STATE AVERAGE	4.36	2.57	5.37
REGIONAL AVERAGE	6.33	2.07	6.19

- Category 1: A spill of any volume that results in a discharge to a surface water
- Category 2: 1,000 gallons or more - does not discharge to a surface water
- Category 3: 50 gallons or more, but less than 1,000 gallons - does not discharge to a surface water
- Category 4: Less than 50 gallons - does not discharge to a surface water

Processes are regularly evaluated to maintain our ability to meet current and future regulations. USD implements practices that benefit the environment by conserving resources, reducing waste, and minimizing environmental impacts. Which includes proactive cleaning of the collection system which prevents sewer overflows and other associated negative impacts.

Process Improvements

Lubrication Changes to Enhance Maintenance Program

Transitioned from using standard oil to exclusively utilizing Lubrication Engineers (LE) Synthetic oil in all District equipment. This shift has yielded many advantages, including reduced frequency of oil changes, heightened equipment efficiency, and an extended lifespan for the oil. Additionally, this transition enables the District to employ a thorough oil purification process for our substantial gearboxes, consequently leading to a significant reduction in oil change requirements.

This has enhanced the predictive maintenance program and is a strategic move that not only promises cost savings, but also underscores our commitment to a greener and more sustainable future.



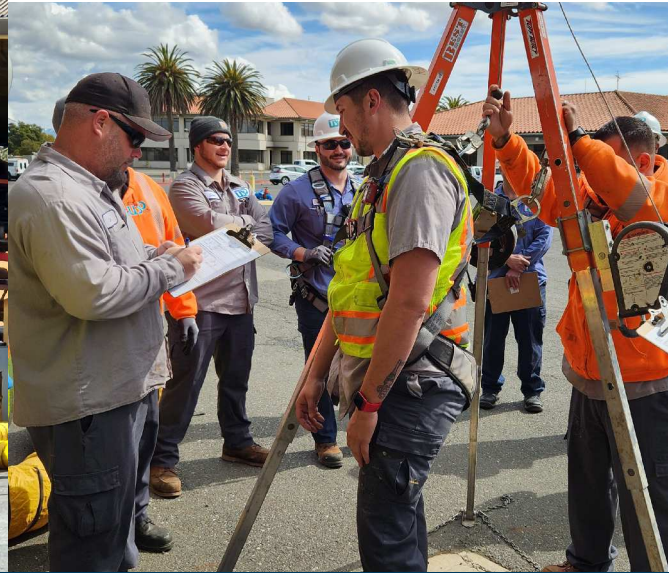
Simplifying Geotechnical Data Access at the Plant

Locating essential geotechnical reports and soils boring data at our Plant was a time-consuming endeavor due to unclear report titles, numerous investigations, dispersed information within reports, and inconsistent access knowledge among staff. To streamline this process, a GIS-Geotechnical Boring Map was developed. This map geolocated all soil boring points at our Plant, allowing staff to access relevant data and complete geotechnical reports by simply clicking on these points. This not only saved time and eliminated the need to sift through multiple reports but also ensured that all future geotechnical data was easily accessible, providing mobility access and improving overall accessibility for all District staff by linking it to the internal SharePoint website.

Maximizing Electrical Workspace



The former Odor Control Building has undergone a transformation and now serves as an electrical supply storage area and a dedicated conduit bending station. Additionally, it will function as a fabrication shop for the District's electricians. The conduit bending station enhances safety by providing a designated workspace where conduit bending can be performed on a table rather than the floor. Given the ongoing and upcoming construction projects, optimizing available space is crucial. This room will be diligently maintained, with regular inventory management, to ensure its efficient use.



Employee Growth & Development Perspective

Employee growth and development objectives focus on employee training and maintaining a highly competent and flexible workforce as well as protecting labor relations via the collaborative employee-management culture of the District. This is accomplished by involving employees in planning and decision-making activities.

Training & Development



68%

Employees completed training beyond District schedule



32 hours

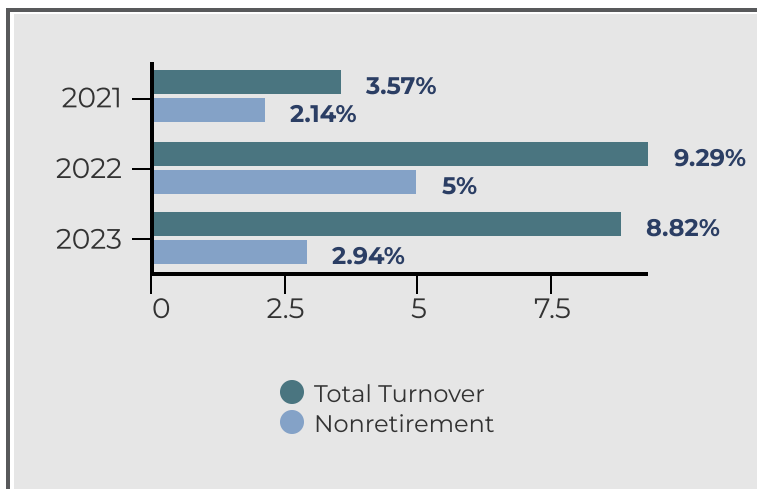
Total average training hours per employee

Maintaining a highly competent, flexible workforce is of critical importance. The District maintains an annual calendar of training activities for OSHA required training and beyond.

Training completed this year; included:

- IT Security
- Fall Protection
- Confined Space
- Hazard Communication
- CPR

Staff Turnover





Safety at USD

Safety Measures



- Number of total accidents with lost days
- Number of other OSHA reportable accidents
- Number of incidents of vehicle or equipment accidents/damage



- Costs associated with vehicle and equipment accidents
- Average full-time equivalent lost time
- Total costs: Lost time wages only
- Average full-time equivalent limited duty lost time
- Total costs: Limited duty/other ½ wages
- X-Mod (workers compensation modifier)



- Number of facility safety inspections completed
- Percent of areas identified in inspections resolved within 60 days
- Number of work site inspections completed
- Number of benchmarking and best management practice site visits
- Number of safety related communications from the General Manager



- Number of major safety training events offered
- Average percentage of targeted employees trained versus plan
- Average percentage of positive responses on the employee safety survey



Safety

Safety objectives focus on reducing the number of staff injuries as well as vehicle and equipment accidents/damage. These activities support the positive safety culture and attitude exhibited throughout the District. During the fiscal year, priorities shifted from USD's standard safety strategy to concentrating efforts to minimize risk of coronavirus exposure to employees and prevent disruption in the treatment of wastewater.

Reduce employee and equipment accidents



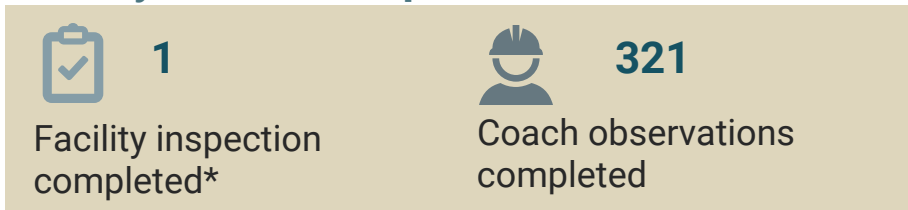
*Includes COVID-19 work-related exposures

Safety Training at USD

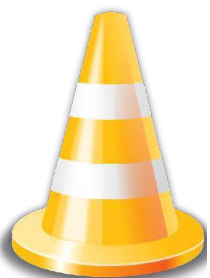
USD's priority is to ensure employees are educated in safe work practices. The District uses a hybrid approach to training by balancing between in-person training and computer-based tutorials. 94.4% of our employees completed a total of thirteen safety trainings, including:

- Excavation and Trenching
- Bloodborne Pathogens
- Electrical Safety
- Lock Out/Tag out
- Confined Space
- Hazard Communication
- Heat Stress

Identify and correct potential hazards



*All minor corrections were resolved within the target of 60 days or less.



Workers Compensation Modifier

Union Sanitary District's workers compensation modifier, often recognized as the X-Mod, is .78 against the target of 1.0 in FY23. The District's continued low numbers in this measurement reflect its focus on maintaining a safe workplace and results in reduced insurance premiums.

.....Union Sanitary District.....

FY23 Initiatives

.....

Enhanced Treatment and Site Upgrade (ETSU)- Phase 1A and 1B

Phase 1a and 1b construction of the Aeration Basin Modifications,
New Campus Building, and Effluent Facility

["Flyover" video demonstrating the planned improvements](#)

TNI Laboratory Compliance

Continuation of the work required to meet Laboratory Accreditation Standards

Funding for ETSU and Capital projects

Continual priority to seek the best funding sources for ongoing construction at
the District

Alvarado Basin Capacity Condition Assessment Update

Comprehensive program that will provide adequate hydraulic capacity in the
sewer system and improve infrastructure for operating conditions

Standby Power Generation System Update

Construction of Plant's new stand-by power system by replacing existing system
with three newer generators

District Recognition

The District is proud of the awards the treatment plant, collection system, staff members, and organizational programs have received. Everyone works hard to fulfill the mission to protect human health and the San Francisco Bay, and Union Sanitary District appreciates the recognition of our industry peers and its communities.



Peak Performance Award

Union Sanitary District was recognized by the National Associations of Clean Water Agencies (NACWA) for the Platinum Award for achieving 14 years of 100% compliance with its regulatory permit requirements. These permit conditions are in place to protect the water quality of San Francisco Bay. USD has been recognized by NACWA for 30 consecutive years since this award program began in 1993.

As a Special District, charged with collection, treatment, and disposal of wastewater for the Tri-Cities, achieving 100% compliance with the National Pollutant Discharge Elimination System permit (NPDES) is validation that this organization takes our responsibility to heart and mindfully executes initiatives to continue achieving compliance. Every team and every person fulfills a role that directly or indirectly contributes to achieving 100% regulatory compliance and upholding our mission.



Appendix

a

Operational Excellence BSC Measures

b

Operational Excellence BSC Measures

c

Safety BSC Measures

Table 1: Safety Objectives and Measures

USD Safety Balanced Scorecard										
	Target	Q1	Q2	Q3	Q4	FY23 to Date	Comments	FY22	FY21	FY20
Reduce the number of incidents										
Total incidents with lost days	0	2	1	0	0	3	2 incidents are a result of COVID exposure (Q1)	5	2	0
Other OSHA recordable incidents	≤4	2	2	1	0	5	2 incidents are a result of COVID exposure (Q1)	9	1	1
# Incidents of vehicle or equipment accidents/damage	≤2	1	0	0	3	4		3	1	6
Reduce the impact of incidents on employees and the District										
Cost associated with vehicle/equipment accidents	≤\$5000	\$5,881.32	\$1,565.38	\$0.00	\$8,645.97	\$16,092.67		\$1,338.75	\$11,194.02	\$0.00
Ave FTE lost time	<0.5	0	0.06	0.02	0	0.03		0.61	1.03	0.66
Total Costs: Lost time Wages only	≤\$46,883	\$0.00	\$1,713.70	\$70.64	\$0.00	\$1,784.34		\$83,731.16	\$99,187.81	\$70,759.00
Ave FTE limited duty time	≤0.5	0	0	0	0	0		0	0	0
Total costs: Limited duty/Other 1/2 wages	≤\$23,441	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
X- Mod	≤1.0					0.78		0.83	0.82	0.94
Identify and correct poor practices and potential hazards										
# Facility inspections completed (SIT)	0	N/A	N/A	N/A	1	1		N/A	N/A	1
% of areas of concern identified during internal facility inspections that are resolved within 60 days of report	0	N/A	N/A	N/A	100%	100%		N/A	N/A	100%
# work site inspections completed	278	83	79	85	74	321		313	346	335
Implement industry best practices										
# site visits (for potential BMPS) completed and discussed by ET	0	N/A	N/A	N/A	N/A	N/A	Activity scheduled for next FY.	N/A	N/A	0
Communicate our commitment to safety										
# GM communications on status of safety program and performance	≥4	21	14	13	5	53		47	34	19
# safety strategy reviews conducted by ET and EHSS	2	0	0	1	1	2		2	48	12
Educate employees in safe work practices										
# of major safety training events offered	12	2	4	4	3	13		17	13	9
Ave % of targeted employees trained vs. plan	≥90%	90.49%	96.80%	96.80%	93.50%	94.40%		92.76%	92.66%	89.77%
Create a positive safety culture										
% Positive responses on the employees safety survey (aver)	≥75%	N/A	93.60%	N/A	N/A	93.60%		POSTPONED	POSTPONED	POSTPONED

Table 2: Operational Excellence Objectives and Measures

CUSTOMER OBJECTIVES										
	Target	Q1	Q2	Q3	Q4	FY23 to Date	Comments	FY22	FY21	FY20
Stewardship: Demonstrate responsible stewardship of District assets and the environment										
# of Outreach Activities/Events Completed	98	24	48	69	26	167		138	90	107
Community Events / Online Outreach	53	20	25	19	19	83		84	9	13
Business	5	1	1	1	2	5		3	4	3
Schools	35	1	19	48	5	73		44	73	87
Civic	5	2	3	1	0	6		7	4	4
Service: Provide reliable, high quality service										
% of service calls responded to within 1 hour	≥95%	100%	100%	100%	100%	100%		100.00%	98.43%	98.78%
Average time to customer contact	T&R	24 min	22 min	15 min	23 min	21 min		19 min	N/A	N/A
Initial response time to contact USD website inquiries (% within 3 business days)	≥90%	100%	95%	100%	97%	98%		100.00%	99.50%	98.50%
Average Response time of contact USD website inquiries (in days)	T&R	0.72	0.93	0.48	0.91	0.76		0.54	N/A	N/A
# of adverse impacts on customers that were caused by USD (non-SSO)	≤10	0	0	0	0	0		4	2	3
Emergencies: Be prepared for emergencies										
# of Emergency Preparedness Activities/Events Completed	4	2	3	3	2	10		7	5	3
Drills	2	0	1	0	1	2		1	1	1
Training/Exercises (or Communication)	1	2	1	2	1	6		3	1	2
Documents, Plans, Policies Updated	1	0	1	1	0	2		3	3	0

Table 3: Operational Excellence Objectives and Measures (continued)

FINANCIAL OBJECTIVES										
	Target	Q1	Q2	Q3	Q4	FY23 to Date	Comments	FY22	FY21	FY20
Fiscal responsibility: Ensure funding for critical programs and projects, while maintaining comparable rates										
Residential Sewer Service Charge (SSC) compared to other local agencies	T&R					14.7th		11.7th	5.8th	5.8th
\$: SSC Union Sanitary District	T&R					\$530.00		\$491.00	\$455	\$421
\$: SSC Regional Average	T&R					Annual	FY23 data not available	\$482.00	\$505	\$468
\$: SSC National Average	T&R					Annual	FY23 data not available	\$551.00	\$526	\$512
Total Service Population Change	T&R					343,680		344,855	356,823	356,823
Total Parcels Served	T&R					94,031		93,378	92,714	91,054
Fiscal responsibility: (Financial) Accurately project and control costs										
Debt Coverage Ratio	1.5					Annual	Post audit data	8.93	6.71	9.90
PERS Funding Level	90-100%					Annual	Post audit data	76.66%	65.79%	67.02%
OPEB Funding Level	90-100%					Annual	Post audit data	81.49%	60.85%	48.41%
% of Budgeted Operating Expenditures	95-103%	23.00%	19.61%	26.69%	22.90%	92.20%		94%	100%	96%
% of Budgeted Overtime Used	T&R	23.87%	21.08%	30.73%	13.89%	89.57%		93.62%	N/A	N/A
% of Budgeted Special Projects Expenditures	80-110%	14.25%	13.65%	10.76%	12.84%	51.50%		33.26%	N/A	N/A
Fiscal responsibility: (Chemical Usage) Accurately project and control costs										
Ferrous Chloride Usage	≤ 40	35.5 GPH	35.8 GPH	35.4 GPH	38.7 GPH	36.3 GPH		39.3 GPH	N/A	N/A
Hydrogen Peroxide Usage	≤ 14	14.3 GPH	13.6 GPH	11.8 GPH	13.7 GPH	13.3 GPH		14.3 GPH	N/A	N/A
Hypochlorite Usage	≤ 143	151.7 GPH	146 GPH	151.5 GPH	165.1 GPH	153.6 GPH		142.4 GPH	N/A	N/A
Polymer Usage - Gravity Belt Thickener (GBT)	≤ 5.5	4.6 lbs/dry ton	3.7 lbs/dry ton	3.0 lbs/dry ton	3.7 lbs/dry ton	3.8 lbs/dry ton		4.1 lbs/dry ton	N/A	N/A
Polymer Usage - Dewatering	≤ 37	39.1 lbs/dry ton	38.4 lbs/dry ton	37.6 lbs/dry ton	36 lbs/dry ton	37.8 lbs/dry ton		35.3 lbs/dry ton	N/A	N/A
Fiscal responsibility: (Process) Accurately project and control costs										
Energy Produced: Cogeneration	T&R	31,405 kwh/d	36,468 kwh/d	34,693 kwh/d	32,168 kwh/d	33,683 kwh/d		32,887 kwh/d	N/A	N/A
Energy Produced: Solar	T&R	465 kwh/d	213 kwh/d	211 kwh/d	497 kwh/d	347 kwh/d		348 kwh/d	N/A	N/A
Total Electrical Usage	T&R	50,515 kwh/d	52,602 kwh/d	52,600 kwh/d	54,087 kwh/d	52,451 kwh/d		52,039 kwh/d	N/A	N/A
Plant Daily Flow (Average)	T&R	21.7 mgd	22.4 mgd	27.6 mgd	24 mgd	23.9 mgd		22.6 mgd	N/A	N/A
Influent Total Suspended Solids	T&R	349 mg/L	336 mg/L	329 mg/L	334 mg/L	337 mg/L		361 mg/L	N/A	N/A
Effluent Total Suspended Solids	T&R	9.3 mg/L	10.3 mg/L	15 mg/L	12 mg/L	11.6 mg/L		10.3 mg/L	N/A	N/A
% Removal of Total Suspended Solids	≥85%	97%	97%	95%	97%	97%		97%	N/A	N/A

Table 4: Operational Excellence Objectives and Measures (continued)

INTERNAL PROCESS OBJECTIVES								FY22	FY21	FY20
	Target	Q1	Q2	Q3	Q4	FY23 to Date	Comments			
Asset Management: Manage and maintain assets and infrastructure										
Total # of Maintenance Activities to Prevent Failures	T&R	5,517	6,634	7192	6882	26,225		24,824	N/A	N/A
Corrective Maintenance	T&R	338	395	584	424	1,741		2,220	N/A	N/A
Preventative Maintenance	T&R	4,580	5,116	5678	5594	20,968		18,591	N/A	N/A
Proactive Corrective Maintenance (Predictive)	T&R	599	1,123	930	859	3,511		4,013	N/A	N/A
Total hours used for Maintenance Activities to Prevent Failures	T&R	10,836.89	9,329.43	10933	10038.9	41,138.37		39,283.26	N/A	N/A
Corrective Maintenance	T&R	2,463.55	2,983.25	4157	3893.3	13,497.10		12,550.26	N/A	N/A
Preventative Maintenance	T&R	6,354.60	3,429.85	3926	4330.75	18,040.70		15,639.39	N/A	N/A
Proactive Corrective Maintenance (Predictive)	T&R	2,018.74	2,916.33	2851	1815.85	9,601.57		11,093.61	N/A	N/A
Total # of Urgent Responses	T&R	51	94	69	92	306		277	N/A	N/A
Total hours used for Urgent Responses	T&R	291.5	399.2	458	763.5	1,912.10		2,230.45	N/A	N/A
% of Collection System Cleaned per Plan	100%	19.7%	28.1%	29.8%	23.3%	100.9%		104.1%	N/A	N/A
% asset renewal/year: Plant	T&R					Annual	Post audit data	7.79%	11.80%	5.03%
% asset renewal/year: Collection System	T&R					Annual	Post audit data	0.10%	0.06%	0.04%
Environmental Protection: Maintain our ability to meet current and future regulations										
# of Category 1 SSO's	0	0	0	0	0	0		0	0	0
# of Category 2/3 SSO's	≤10	0	0	0	1	1		1	3	1
Settleability Performance: Sludge Volume Index (SVI)	100 - 150 mL/gal	276 mL/gal	301 mL/gal	203 mL/gal	179 mL/gal	240 mL/gal		276 mL/gal	N/A	N/A
Number of Days SVI Outside of Range	T&R	64	57	56	40	217		232	N/A	N/A
Planning: Plan for long-term financial, project, and staffing needs										
Districtwide Critical Projects On schedule	≥85					46%		68.40%	N/A	N/A
How many hours project points expend on District projects	T&R					884.25		1,336.12	N/A	N/A
Efficiency: Optimize processes; Use technology and resources effectively										
# of projects that improve efficiency	T&R					7		6	N/A	N/A

Table 5: Operational Excellence Objectives and Measures (continued)

EMPLOYEE GROWTH & DEVELOPMENT OBJECTIVES										
	Target	Q1	Q2	Q3	Q4	FY23 to Date	Comments	FY22	FY21	FY20
Employees: Maintain a highly competent, flexible workforce										
Employee Turnover Rate- Total	T&R					8.82%		9.29%	3.57%	5.11%
Employee Turnover Rate Nonretirement	T&R					2.94%		5.00%	2.14%	2.19%
% of employees completing training beyond District scheduled	≥80%					68%		54%	60%	N/A
Average training hours per FTE	≥20	6.71	6.91	10.43	7.95	32.00		19.65	16.99	N/A
Business Services	≥20	6.36	6.69	6.67	10.70	30.42		16.01	19.15	N/A
Technical Services	≥20	5.00	3.35	6.56	9.40	24.31		17.02	18.25	N/A
Collections Systems	≥20	3.27	8.22	11.03	4.24	26.76		22.29	15.181	N/A
Fabrication, Maintenance, and Construction	≥20	12.03	10.35	17.77	7.86	48.01		25.26	18.85	N/A
Treatment and Disposal	≥20	6.88	5.96	10.13	7.54	30.51		16.36	14.66	N/A
Safety: Work safely; reduce accidents and injuries										
See Safety Scorecard										
Culture: Foster a collaborative employee-management relationship that encourages new ideas and continuous improvement										
% of employee participating in committee and/or taskforces (Excludes management)	≥45%					33%	41 non-mgt employees participated on committees	34%	36%	44%
# Districtwide Employee Engagement Activities Completed (Survey, training, events)	T&R	0	1	0	1	2		0	N/A	N/A



USD TREAT
PROTECT
PRESERVE
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

**DECEMBER 11, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM #16**

**TITLE: Legislative Update on Issues of Interest to the Board
(This is an Information Item)**

**SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Richard Thow, Customer Service Team Coach
Michelle Powell, Communications and Intergovernmental Relations Coordinator**

Recommendation
Information only.

Background

The Board was last updated on legislative issues of interest at its July 31, 2023 meeting. Direction was received from the Board at the July 12, 2021, Board meeting to consolidate the regional and state/federal reports into one report to be presented biannually.

REGIONAL NEWS:

Public Comment restrictions during City Council meetings implemented

In October, the Cities of Fremont and Union City removed the option for virtual public comment via Zoom during council meetings after being subjected to what was referred to as disruptive, racist, verbal attacks by anonymous callers. Fremont's website notes these incidents, also commonly referred to as "Zoombombing" appear to be a coordinated effort, possibly from people outside the Bay Area.

In Fremont, members of the public may still watch meetings remotely and are welcome to submit public comments in advance of Council meetings via email. All email comments received by 4:00 p.m. on the day of a Council meeting via councilmeetings@fremont.gov, will be distributed to council members and published in the City's Agenda Center on www.fremont.gov, in advance of the meeting.

In Union City, those who wish to participate in public governmental meetings are welcome to attend and provide public comment in-person or to submit public comment in advance of a meeting via email.

Participants are instructed to submit public comments prior to a City Council meeting by emailing cityclerk@unioncity.org prior to the start of a meeting. All public comments submitted by email will be distributed to council members and made publicly available.

The City of Newark’s council meetings are no longer held via Zoom. The public may still watch remotely via a livestream. Comments may be emailed to city.clerk@newark.org by 3:00 p.m. the day of the meeting to be compiled into one file and distributed to the City Council before the meeting. All public comments submitted by email will be distributed to council members and made publicly available.

Additional instructions for providing public comment via email can be found at each City’s website.

Tri-City Development Data through November 17, 2023:

	Planning			Entitled			Under Construction		
	Fremont	Union City	Newark	Fremont	Union City	Newark	Fremont	Union City	Newark
Single Family Dwelling Units (SFD)	13	21	204	17	6	90	142	4	582
Multi-Family Dwelling Units (MFD)	5,661	1,093	2,015	390	974	721	1,984	0	370
Accessory Dwelling Units (ADU)	713	16	31	27	0	4	75	23	9
Comm/Ind/ Institution (SQ FT)	8,399,631	476,082	437,795	971,740	77,503	3,655	578,293	0	161,000

- "Multi-Family Dwelling Units" includes Duplex, Triplex, Townhomes, Condos, Apartments, Hotel Rooms, etc.
- "Planning" are projects that have not been submitted to USD for review and permitting but have been submitted to the Cities for review.
- "Entitled" are projects that have been submitted to USD and are either in Plan Review or have been Approved but have NOT yet paid Capacity Fees.
- "Under Construction" are projects that have been Approved by USD and paid Capacity Fees (USD permits may or may not have been issued).
- NDA = No Data Available

STATEWIDE ISSUES:

PROPOSED CONSTITUTIONAL AMENDMENTS

The state legislature voted to send four constitutional amendments to statewide ballots for the November 5, 2024 election. Following are two which may be of interest to the District:

ACA-1 Local government financing: affordable housing and public infrastructure: voter approval.

- This constitutional amendment, subject to voter approval, allows a city, county, or special district, with 55% voter approval, to incur bonded indebtedness or impose specified special taxes to fund projects for affordable housing, permanent supportive housing, or public infrastructure, as specified.

ACA-13 Voting Thresholds.

- The California Constitution provides that a proposed constitutional amendment and a statewide initiative measure each take effect only if approved by a majority of the votes cast on the amendment or measure. This measure would further provide that an initiative measure that includes one or more provisions that would amend the Constitution to increase the voter approval requirement to adopt any state or local measure would be approved by the voters only if the proportion of votes cast in favor of the initiative measure is equal to or greater than the highest voter approval requirement that the initiative measure would impose. The measure would specify that this voter approval requirement would apply to statewide initiative measures that appear on the ballot on or after January 1, 2024.

STATEWIDE BALLOT MEASURES WHICH MAY APPEAR ON THE NOVEMBER 2024 BALLOT:

Initiative #23-0015: California Government Transparency Act

Summary: (California Special Districts Association summary heavily edited for brevity)

- Imposes various transparency provisions/disclosure requirements on State Legislators, including requirements that Legislators disclose participation in lobbying meetings, fundraising events, and public events.

Requires that records relating to investigations into Legislators' misconduct be provided to the public upon request.

Requires all legislative records be retained for a minimum of five years and subjects those records to laws providing for the archiving of public records.

- Requires a public agency, when withholding or redacting any public record, to demonstrate a specific factual showing in writing with clear and convincing evidence that:
 - 1) disclosure is prohibited by law; OR
 - 2) the record or portion of the record is exempt from a disclosure pursuant to a specific provision of the California Public Records Act *that includes a balancing test* (e.g., CA GOVT § 7921.705(b), § 7922.720(c), § 7927.700), disclosure would harm the interest protected by the exemption, and pursuant to the balancing test, the record should not be disclosed; OR
 - 3) the record, or the portion the agency seeks to redact, is exempt pursuant to an express provision of the California Public Records Act *that does not include a balancing test* (e.g., CA GOVT § 7927.705), disclosure would foreseeably harm the interest protected by the exemption, and based on the facts of the particular case, the public interest served by withholding or redacting the record is not clearly outweighed by the public interest served by disclosing the record; OR

4) disclosure would undermine a compelling public interest in nondisclosure, the interest in nondisclosure has not been addressed by an express exemption of the California Public Records Act, and the interest in nondisclosure clearly outweighs the public's interest in disclosure.

- Provides that all records or information related to the conduct of the people's business are presumptively matters of public interest.

Initiative #23-0025: California Homeownership Affordability Act

Summary:

- Restricts the ability to bring CEQA-related lawsuits related to housing and related infrastructure, utility and public service projects exclusively to the district attorney of the county in which the project is located, except that projects located in multiple counties "may be filed by the California Attorney General."
- Establishes a cumulative 2 percent "fee cap" on fees imposed by any local agency as a condition of approval, mitigation measure, or payment obligation, on the authorization, construction, or initial occupancy of new homes. This 2 percent figure is derived from the cost of "labor and material" associated with a new home.
- Provides that local agency fees shall be used solely for the benefit of local communities.
- Specifies that local agency fees shall be due upon the initial occupancy of a new home. Establishes a revolving loan fund within the California Housing Finance Agency to provide down payment assistance to experienced construction workers "as an incentive to remain in California." The down payment assistance provided would be required to be repaid when the recipient of the assistance sells or moves out of their home. Each new home initially offered for sale would be required to provide \$300 to the loan fund. Payment would be required within 90 days following the issuance of a certificate of occupancy. Each new home initially offered for rent would be required to contribute \$50 to the loan fund. These terms would cease to be operative after a) 15 years or b) "when the median price of new homes is less than four times the median income of households (by County)," whichever comes first.

STATE LEGISLATIVE BILLS

SURPLUS LAND

AB 480 (Ting) Surplus Land.

Position: CASA – Neutral, as amended; CSDA – Neutral

Chaptered into law 10/11/2023

Summary:

- This bill defines the term "dispose" to mean the sale of surplus property, or a lease of any surplus property, entered into on or after January 1, 2024, for a term longer than 15 years, including renewal options, as specified. The bill provides that "dispose" does not include

entering a lease for surplus land on which no development or demolition will occur, regardless of the term of the lease. CSDA notes the following significant changes to the Surplus Land Act:

- Provides a limited and tightly constrained procedure for a local agency to administratively declare exempt surplus land, providing an important streamlined but transparent procedure.
- Provides a definition for “dispose” that includes the sale of surplus land and entering into certain leases of surplus land for longer than 15 years, as defined, making the SLA clearly applicable to specified leases for the first time.
- Increases penalties for violations by calculating them based on the greater of the sale price of surplus land or fair market value but provides a fair process for assessing and calculating penalties for specified violations of the SLA, while providing that such penalties shall not apply to certain types of specified minor violations.
- Makes a number of technical and other changes to the SLA, including with respect to exempt surplus land categories.

SB 747 (Caballero) Land use: economic development: surplus land.

Position: CASA – Support, if amended; CSDA – Support 2; League of California Cities – Support
Chapered into law 10/11/2023

Summary:

- Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines terms for these purposes. Existing law defines “surplus land” to generally mean land owned in fee simple by a local agency for which the local agency’s governing body takes formal action in a public meeting declaring that the land is surplus and not necessary for the agency’s use. Current law defines “agency’s use” to include land that is being used, is planned to be used pursuant to a written plan adopted by the local agency’s governing board, or is disposed of to support agency work or operations. Current law excludes from “agency’s use” commercial or industrial uses or activities, or property disposed of for the sole purpose of investment or generation of revenue, unless the local agency is a district, except as specified, and the agency’s governing body takes specified actions in a public meeting. Current law excludes from these requirements the disposal of exempt surplus land by an agency of the state or any local government. Current law requires a local agency to declare land as either surplus land or exempt surplus land, as supported by written findings, before a local agency may take any action to dispose of it. Under existing law, exempt surplus land includes, among other types of land, property that is used by a district for an “agency’s use” as expressly authorized, land for specified developments, including a mixed-use development, if put out to open, competitive bid by a local agency, as specified, and surplus land that is subject to specified valid legal restrictions. **This bill would define the term “dispose” for these purposes to mean the sale of the surplus property or a lease of any surplus property entered into on or after January 1, 2024, for a term longer than 15 years, including renewal options, as specified.**

HOUSING/FEES

AB 516 (Ramos) Mitigation Fee Act: fees for improvements: expenditure reports and audits.

Position: CASA – Work with author; CSDA – Concerns
Chapered into Law 10/11/23

Summary:

- The Mitigation Fee Act imposes certain requirements on a local agency that imposes a fee as a condition of approval of a development project that is imposed to provide for an improvement to be constructed to serve the development project, or a fee for public improvements, as specified. In this regard, the Mitigation Fee Act requires the local agency to deposit the fee in a separate capital facilities account or fund, and to make certain information about the account or fund public annually, as specified. The Mitigation Fee Act requires that information to include an identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as specified. The Mitigation Fee Act also requires that information include the amount of refunds made to the owners of the lots or units of the development project, as specified. **This bill would require the report to include an identification of each public improvement identified in a previous report, whether construction began on the approximate date noted in the previous report, the reason for the delay, if any, and a revised approximate date that the local agency will commence construction, if applicable. The bill would also require the report to include the numbers of persons or entities identified to receive refunds.**

AB 1033 (Ting) Accessory dwelling units: local ordinances: separate sale or conveyance.

Position: CASA – Neutral as amended; CSDA – Watch; League of CA Cities - Watch

Status: Chaptered into Law 10/11/2023

Summary:

- The Planning and Zoning Law authorizes a local agency, by ordinance or ministerial approval, to provide for the creation of accessory dwelling units in areas zoned for residential use, as specified. Current law requires the ordinance to include specified standards, including prohibiting the accessory dwelling unit from being sold or otherwise conveyed separate from the primary residence, except as provided by a specified law. Current law, notwithstanding the prohibition described above, requires a local agency to allow an accessory dwelling unit to be sold or conveyed separately from the primary residence to a qualified buyer if certain conditions are met, including that the property was built or developed by a qualified nonprofit corporation and that the property is held pursuant to a recorded tenancy in common agreement that meets specified requirements. **This bill would, in addition, authorize a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and accessory dwelling unit or units as condominiums, as specified, and would make conforming changes.**

Legislative analysis notes that local agencies deciding to allow separate conveyance will have to update their ADU ordinances to specify that these newly separated residential units are subject to rules for condominiums in the Davis-Stirling Common Interest Development Act and Subdivision Map Act. The analysis also notes AB 1033 allows a local agency, special district, or water corporation to require the applicant to install a new or separate utility connection directly between the ADU and the utility and can also impose a connection fee or capacity charge.

AB 1490 (Lee) Affordable housing development projects: adaptive reuse.

Position: CASA – Work with author; CSDA – Neutral; League of CA Cities – Oppose unless amended

Status: Chaptered into Law 10/11/2023

Summary:

- Under this bill, a housing development that is, among other requirements, an extremely affordable adaptive reuse project on an infill parcel that is not located on or adjoined to a site where more than 1/3 of the square footage on the site is dedicated to industrial use, as specified, would be an allowable use, regardless of any inconsistencies between the project and any local plans, zoning, or regulations, and limits local governments from imposing maximum density or floor area ratio requirements, and any requirement to add additional parking or open space. The bill would authorize a local agency to impose objective design review standards, except as specified. The bill would authorize a local agency to deny the project if it is proposed to be located on a site or adjoined to any site where any of the square footage on the site is dedicated to industrial use and the local agency makes written findings that approving the development would have an adverse effect on public health and safety. The bill would provide that for purposes of the Housing Accountability Act, a proposed housing development project is consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if the housing development project is consistent with the standards specified in these provisions. The bill would require a local agency to determine whether the proposed development meets those standards within specified timeframes. The bill would define an “extremely affordable adaptive reuse project” for these purposes to mean a multifamily housing development project that involves retrofitting and repurposing of a residential or commercial building that currently allows temporary dwelling or occupancy, and that meets specified affordability requirements, including that 100% of the units be dedicated to lower income households, 50% of which shall be dedicated to very low income households, as specified.

PUBLIC WORKS

SB 745 (Cortese) The Drought-Resistant Buildings Act

Position: CASA – Neutral as amended; CSDA – Neutral

Status: Chaptered into Law 10/13/23

Summary:

- Would require the California Building Standards Commission to research, develop, and propose building standards to reduce potable water use in new residential and nonresidential buildings, as specified. The bill would require the commission to perform a review of water efficiency and water reuse standards in the California Buildings Standards Code every three (3) years, commencing with the next triennial edition, and update as needed.

AB 400 (Rubio) Local agency design-build projects: authorization.

Position: CASA – Watch; CSDA – Support 2; League of CA Cities - Sponsor

Status: Chaptered into Law 9/22/2023

Summary:

- Current law authorizes a local agency, as defined, with approval of its governing body, to procure design-build contracts for public works projects in excess of \$1,000,000, awarding the contract either to the lowest bid or the best value. “Local agency” is defined, in part, for this purpose to include specified local and regional agencies responsible for the construction of transit projects, including any joint powers authority formed to provide transit service. Current

law, among other requirements for the design-build procurement process, requires specified information submitted by a design-build entity to be certified under penalty of perjury. These provisions authorizing the use of the design-build procurement process are repealed on January 1, 2025. **This bill would delete from the definition of “local agency” any joint powers authority formed to provide transit services and would instead expand that definition to include any joint powers authority responsible for the construction of transit projects, thereby authorizing additional joint powers authorities to use the above-described design-build procurement process. The bill would extend the repeal date to January 1, 2031.**

SB 706 (Caballero) Public contracts: progressive design-build: local agencies
Position: CASA – Watch close; CSDA – Support 2; League of CA Cities - Sponsor
Status: Chaptered into Law 10/8/2023

Summary:

- Current law, until January 1, 2029, authorizes local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project, similar to the progressive design-build process authorized for use by the Director of General Services. **This bill would, until January 1, 2030, provide additional authority for cities, counties, cities and counties, or special districts to use the progressive design-build process for up to 10 public works projects in excess of \$5,000,000, not limited to water-related projects, excluding projects on state-owned or state-operated facilities. The bill would require information to be provided under penalty of perjury and would require similar reports due no later than December 31, 2028.**

WATER

AB 1572 (Friedman) Potable water: nonfunctional turf
Position: CSDA – Neutral; League of California Cities - Neutral
Status: Chaptered into Law 10/13/2023

Summary:

- This bill makes legislative findings and declarations concerning water use, including that the use of potable water to irrigate nonfunctional turf is wasteful and incompatible with state policy relating to climate change, water conservation, and reduced reliance on the Sacramento-San Joaquin Delta ecosystem. The bill directs all appropriate state agencies to encourage and support the elimination of irrigation of nonfunctional turf with potable water.

This bill requires an integrated regional water management plan to address the identification and consideration of the water-related needs of owners and occupants of affordable housing, including the removal and replacement of nonfunctional turf.

This bill prohibits the use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities. The bill authorizes the State Water Resources Control Board to

create a form for compliance certification and requires owners of covered properties to certify their compliance, as specified. The bill authorizes a public water system, city, county, or city and county to enforce these provisions, as specified. The bill requires the Governor's Office of Business and Economic Development to support small and minority-owned businesses that provide services that advance compliance with these provisions.

SB 366 (Caballero) The California Water Plan: long-term supply targets.

Position: CASA – Support if amended; CSDA – Support 3

Status: Converted to 2-year bill – may be acted upon January 2024

Summary:

- Current law requires the Department of Water Resources to update every five (5) years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as "The California Water Plan." Current law requires the department to include a discussion of various strategies in the plan update, including, but not limited to, strategies relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, water transfers, and alternative pricing policies that may be pursued in order to meet the future needs of the state. Current law requires the department to establish an advisory committee to assist the department in updating the plan. **This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to instead establish a stakeholder advisory committee and to expand the membership of the committee to include tribes, labor, and environmental justice interests. The bill would require the department, in coordination with the California Water Commission, the State Water Resources Control Board, other state and federal agencies as appropriate, and the stakeholder advisory committee to develop a comprehensive plan for addressing the state's water needs and meeting specified long-term water supply targets established by the bill for purposes of "The California Water Plan."**

SOURCE CONTROL

AB 1628 (McKinnor) Microfiber filtration

Position: CASA – Support; CSDA – Watch

Status: Vetoed 10/8/2023

Summary:

- Would require, on and after January 1, 2029, that all new washing machines offered for sale in California for residential, commercial, or state use contain a microfiber filtration system, as defined, with a mesh size not greater than 100 micrometers.

The Governor's veto message included:

My Administration takes seriously the need to reduce the presence of microfibers in our wastewater system. The State Water Board is currently assessing the potential impacts of microplastic pollution to aquatic ecosystems in coastal and estuarine environments, as well as humans through exposure in drinking water. However, I am concerned that this bill will

increase costs to consumers in advance of further research being completed and establishing the public policy rationale and details for new residential requirements.

In the interim, I encourage the author to consider alternative approaches to incentivize, rather than mandate, the use of filters or other technologies that could remove microfibers in wastewater.

CARBON SEQUESTRATION

AB 45 (Boerner) Coastal resources: coastal development permits: blue carbon demonstration projects.

Position: CASA – Referred to ACE Committee; CSDA – Watch; League of CA Cities: Watch

Status: Converted to 2-year bill

Summary:

- The California Coastal Act of 1976, among other things, requires anyone wishing to perform or undertake any development in the coastal zone, except as specified, in addition to obtaining any other permit required by law from any local government or from any state, regional, or local agency, to obtain a coastal development permit from the California Coastal Commission, as provided. **This bill would authorize the commission to authorize blue carbon demonstration projects, as defined, in order to demonstrate and quantify the carbon sequestration potential of these projects to help inform the state’s natural and working lands and climate resilience strategies. The bill would, among other things, authorize the commission to require an applicant with a project that impacts coastal wetland, subtidal, intertidal, or marine habitats or ecosystems to build or contribute to a blue carbon demonstration project.**

“Blue carbon” is defined by the National Oceanic and Atmospheric Administration (NOAA) as the term for carbon captured by the world’s ocean and coastal ecosystems. The most recent legislative analysis regarding this bill notes that despite California’s loss of approximately 90% of its wetlands, recent estimates indicate that roughly 13.4 million tons of carbon are stored in the state’s coastal wetlands.

PFAS

AB 246 (Papan) Product safety: menstrual products: perfluoroalkyl and polyfluoroalkyl substances.

Position: CASA – Support; CSDA – Watch

Status: Vetoed by the Governor 10/8/23

Summary:

- Would, beginning January 1, 2025, prohibit any person or entity from manufacturing, distributing, selling, or offering for sale in the state any menstrual products that contain regulated perfluoroalkyl and polyfluoroalkyl substances (PFAS), and requires a manufacturer to use the least toxic alternative when removing regulated PFAS in menstrual products to comply with these provisions. The bill would require a manufacturer of a menstrual product to provide persons that offer the product for sale or distribution in the state with a certificate of

compliance stating that the menstrual product is in compliance with these provisions and does not contain any regulated PFAS.

The Governor's veto message noted:

This is one of three single-product chemical bans passed by the Legislature this year that attempt to address serious concerns with the presence of PFAS in consumer products. These bills do not identify or require any regulatory agency to determine compliance with, or enforce, the proposed statute.

While I strongly support the author's intent and have signed similar legislation in the past, I am concerned that this bill falls short of providing enhanced protection to California consumers due to lack of regulatory oversight. Previously enacted single-product chemical bans, which also lack oversight, are proving challenging to implement, with inconsistent interpretations and confusion among manufacturers about how to comply with the restrictions.

AB 727 (Weber) Product safety: cleaning products: perfluoroalkyl and polyfluoroalkyl substances.

Position: CASA – Support and Co-Sponsor; CSDA – Watch; League of CA Cities - Watch

Status: Vetoed by the Governor 10/8/23

Summary:

- Would, beginning January 1, 2026, prohibit a person or entity from manufacturing, selling, delivering, distributing, holding, or offering for sale in the state a cleaning product that contains regulated perfluoroalkyl and polyfluoroalkyl substances (PFAS), as specified. The bill would make a violation of these provisions punishable by a civil penalty not to exceed \$5,000 for a first violation and not to exceed \$10,000 for each subsequent violation, upon an action brought by the Attorney General, a city attorney, a county counsel, or a district attorney.

The Governor's veto message included the same language as that for vetoed bill AB 246 above.

AIR QUALITY/EMISSIONS

AB 1594 (Garcia) Medium and heavy-duty zero-emission vehicles: public agency utilities.

Position: CASA – Support; CSDA – Support 3; League of California Cities: Watch

Status: Chaptered into Law 10/9/23

Summary:

- Executive Order No. N-79-20 establishes the goal of transitioning medium- and heavy-duty vehicles in California to zero-emission vehicles by 2045 for all operations where feasible and by 2035 for drayage trucks, and requires the State Air Resources Board to develop and propose medium- and heavy-duty vehicle regulations to meet that goal. **This bill would require any state regulation that seeks to require, or otherwise compel, the procurement of medium- and heavy-duty zero-emission vehicles by a public agency utility to ensure that those vehicles can support a public agency utility's ability to maintain reliable water and electric services, respond to disasters in an emergency capacity, and provide mutual aid assistance statewide and nationwide, among other requirements. The bill would define a public agency utility to**

include a local publicly owned electric utility, a community water system, and a wastewater treatment provider, as specified. This bill contains other existing laws.

AB 985 (Arambula) San Joaquin Valley Unified Air Pollution Control District: emission reduction credit system.

Position: CASA – Oppose unless amended; CSDA – Watch; League of CA Cities - Oppose

Status: Converted to a 2-year bill

Summary:

- Current law requires the board of every air district to establish by regulation a system by which all reductions in the emission of air contaminants that are to be used to offset certain future increases in the emission of air contaminants be banked prior to use to offset future increases in emissions, except as specified. Current law requires the state board to develop and adopt a methodology for use by air districts to calculate the value of credits issued for emission reductions from stationary, mobile, indirect, and areawide sources when those credits are used interchangeably, consistent with certain requirements. Current law also requires the State Air Resources Board to periodically update the methodology as it applies to future transactions, if necessary. Current law provides for the establishment of the San Joaquin Valley Unified Air Pollution Control District (APCD) vested with the authority to regulate air emissions from stationary sources located in the San Joaquin Valley Air Basin. **This bill would require the state board, except as provided, to conduct an analysis of each credit identified in the San Joaquin Valley Unified Air Pollution Control District’s ledger of available emission reduction credits to determine if any credits were issued in violation of state, local, or district laws, rules, regulations, or procedures in place at the time of original issuance, and to complete the analysis no later than January 1, 2027. The bill would require, upon completion of the analysis, the state board to submit a report to the Legislature that includes a summary of the results of the analysis.**

Legislative analysis of this bill quotes opposition noting certain requirements and proposals within the bill would have it serve as a “de facto prohibition of all permitting projects for a wide array of projects and service industries such as wastewater management, composting facilities, and renewable energy projects.”

AB 1216 (Muratsuchi) Wastewater treatment plants: monitoring of air pollutants.

Position: CASA – Oppose; CSDA - Watch

Status: Chaptered into Law 10/10/23

Summary:

- Would require, on or before January 1, 2027, the owner or operator of a wastewater treatment facility that is located within 1,500 feet of a residential area **and has an original design capacity of 425,000,000 gallons or more per day to develop, install, operate, and maintain a wastewater treatment-related fence-line monitoring system in accordance with guidance developed by the appropriate air quality management district.** The bill would require the wastewater treatment-related fence-line monitoring system to include equipment capable of measuring pollutants of concern, including hydrogen sulfide, nitrogen oxides, and volatile organic compounds emitted to the atmosphere from

wastewater treatment or reclamation processes that the appropriate district deems appropriate for monitoring. The bill would provide that it does not alter the responsibility of an owner or operator of a wastewater treatment facility to not exceed limits for nitrogen oxides and volatile organic compound emitted into the atmosphere established in existing air quality regulations, as provided, and would require source testing for these pollutants to be conducted pursuant to a protocol approved by the appropriate air quality management district. Note: USD's treatment plant capacity is 33 million gallons per day.

ENERGY

SB 38 (Laird) Battery energy storage facilities: emergency response and emergency action plans.

Position: CSDA – Watch; League of CA Cities: Watch

Status: Chaptered into Law 10/7/23

Summary:

- Current law requires the Public Utilities Commission to implement and enforce standards for the maintenance and operation of facilities for the generation and storage of electricity owned by an electrical corporation or located in the state to ensure their reliable operation. **This bill requires each battery energy storage facility located in the state and subject to the requirement described above to have an emergency response and emergency action plan that covers the premises of the battery energy storage facility, as specified.** The bill requires the owner or operator of the facility, in developing the plan, to coordinate with local emergency management agencies, unified program agencies, and local first response agencies. To the extent the bill would impose new duties on local government agencies, the bill would create a state-mandated local program. The bill would require the owner or operator of the facility to submit the plan to the county and, if applicable, the city where the facility is located.

AB 1550 (Bennett) Green Hydrogen.

Position: CASA – Oppose unless amended; CSDA - Watch

Status: 2-year bill – may be acted upon January 2024

Summary:

- Would require, on and after January 1, 2045, that all hydrogen produced and used in California for the generation of electricity or fueling of vehicles be green hydrogen, as defined, in furtherance of the state's policy to achieve net zero greenhouse gas emissions as soon as possible, but no later than 2045. The bill would require the State Air Resources Board, in consultation with the Public Utilities Commission and the State Energy Resources Conservation and Development Commission, to develop interim targets to ensure the state achieves that requirement. Because a violation of a state board regulation implementing this requirement would be a crime, the bill would impose a state-mandated local program.

GOVERNANCE

AB 557 (Hart) Open meetings: local agencies: teleconferences.

Position: CASA – Support coalition; CSDA – Sponsor; League of CA Cities - Sponsor

Status: Chaptered into Law 10/9/23

Summary:

- The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. **This bill would revise the authority of a legislative body to hold a teleconference meeting under those abbreviated teleconferencing procedures when a declared state of emergency is in effect. Specifically, the bill would extend indefinitely that authority in the circumstances under which the legislative body either (1) meets for the purpose of determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (2) has previously made that determination.**

Clarification of SB 1439 (2022 Chaptered Legislation effective January 1, 2023):

- SB 1439 is a state law chaptered in 2022 expanding Government Code Section 84308, also known as the Levine Act, to local elected officials. The amendment requires officials to abstain from participating in certain decisions related to campaign contributions. The law prohibits post-proceeding contributions of more than \$250 for a period of 12 months after the final decision and applies to contributions received or proceeding participated in after January 1, 2023.

The Fair Political Practices Committee (FPPC) clarified that the disqualification obligations in SB 1439 do not apply retroactively to campaign donations received in 2022. In response to a subsequent request for analysis from the bill's author, Senator Steve Glazer, the Attorney General produced an opinion that the disclosure, recusal, and cure provisions of SB 1439 do not apply retroactively to political contributions made before January 1, 2023. According to CSDA, although Attorney General opinions are not binding precedent, courts typically give such opinions "great weight." If the 12-month "lookback" provisions applied retroactively, some local officials who lawfully accepted contributions of more than \$250 in 2022 could have been deemed to violate the Political Reform Act if they participated in a 2023 governmental proceeding that involved the contributor.

EMPLOYMENT

SB 616 (Gonzalez) Sick days: paid sick days accrual and use.

Position: CSDA – Watch; League of California Cities – Watch

Status: Chaptered into Law 10/4/2023

Summary:

- Existing law, the Healthy Workplaces, Healthy Families Act of 2014 (act), establishes requirements relating to paid sick days and paid sick leave, as described. The act previously excluded specified employees from its provisions, including an employee covered by a valid collective bargaining agreement (CBA) but now extends procedural requirements and protections to CBA employees. This bill would also exclude railroad carrier employers and their employees from the act's provisions. This bill contains other related provisions and other existing laws.

USD's Human Resources team will review current procedures to ensure compliance with the law.

SB 553 (Cortese) Occupational safety: workplace violence: restraining orders and workplace violence prevention plan.

Position: CSDA – Oppose 3; League of California Cities – Neutral

Status: Chaptered into Law 9/30/2023

Summary:

- Would, commencing January 1, 2025, authorize a collective bargaining representative of an employee, as described, to seek a temporary restraining order and an order after hearing on behalf of the employee and other employees at the workplace, as described. The bill would require an employer or collective bargaining representative of an employee, before filing such a petition, to provide the employee who has suffered unlawful violence or a credible threat of violence from any individual an opportunity to decline to be named in the temporary restraining order. Under the bill, an employee's request to not be named in the temporary restraining order would not prohibit an employer or collective bargaining representative from seeking a temporary restraining order on behalf of other employees at the workplace, and, if appropriate, other employees at other workplaces of the employer. The bill would make various conforming changes.

This bill would require an employer, as specified, to also establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan containing specified information. The bill would require the employer to record information in a violent incident log for every workplace violence incident, as specified. The bill would require the employer to provide effective training to employees on the workplace violence prevention plan, among other things, and provide additional training when a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The bill would require records of workplace violence hazard identification, evaluation, and correction and training records to be created and maintained, and violent incident logs and workplace incident investigation records to be maintained, as specified. The bill would require certain records to be made available to the division, employees, and employee representatives, as specified. **The bill would make these requirements operative on and after July 1, 2024.**

SB 848 (Rubio) Employment: leave for reproductive loss.

Position: CSDA – Watch; League of California Cities - Watch

Status: Chaptered into Law 10/10/23

Summary:

- Would make it an unlawful employment practice for an employer to refuse to grant a request by an eligible employee to take up to five (5) days of reproductive loss leave following a reproductive loss event, as defined. The bill would require that leave be taken within three (3) months of the event, except as described, and pursuant to any existing leave policy of the employer. The bill would provide that if an employee experiences more than one reproductive loss event within a 12-month period, the employer is not obligated to grant a total amount of reproductive loss leave time in excess of 20 days within a 12-month period. Under the bill, in the absence of an existing policy, the reproductive loss leave may be unpaid. However, the bill would authorize an employee to use certain other leave balances otherwise available to the employee, including accrued and available paid sick leave. The bill would make leave under these provisions a separate and distinct right from any right under the California Fair Employment and Housing Act.

SB 700 (Bradford) Employment discrimination: cannabis use.

Position: CSDA – Watch

Status: Chaptered into Law 10/7/2023

Summary:

- Makes it unlawful for an employer to request information from an applicant for employment relating to the applicant's prior use of cannabis, as specified. Under the bill, information about a person's prior cannabis use obtained from the person's criminal history would be exempt from the above-described existing law and bill provisions relating to prior cannabis use if the employer is permitted to consider or inquire about that information under a specified provision of the California Fair Employment and Housing Act or other state or federal law.

AB 1484 (Zbur) Temporary public employees.

Position: CSDA – Oppose 3

Status: Chaptered into Law 10/10/2023

Summary:

- This bill imposes specified requirements with respect to the temporary employees of a public employer who have been hired to perform the same or similar type of work that is performed by permanent employees represented by a recognized employee organization, subject to limited exceptions. In this regard the bill would require those temporary employees to be automatically included in the same bargaining unit as the permanent employees if the requested classification of temporary employees is not presently within the unit. The bill further requires the public employer to promptly participate in collective bargaining to establish certain employment conditions for the newly added temporary employees if the parties' current memorandum of understanding does not address them, as specified. The bill would also require a public employer to, upon hire, provide each temporary employee with their job description, wage rates, and eligibility for benefits, anticipated length of employment, and procedures to apply for open, permanent positions. By imposing new duties on local agencies that employ temporary employees, the bill would impose a state-mandated local program. The bill would require complaints alleging a violation of its provisions to be processed as unfair practice charges under the act. The bill would additionally include the same findings and declarations as set forth above. This bill contains other related provisions and other existing laws.

SB 428 (Blakespear) Temporary restraining orders and protective orders: employee harassment.

Position: CSDA – Watch

Status: Chaptered into Law 9/30/2023

- **Summary:**

Existing law authorizes any employer, whose employee has suffered unlawful violence or a credible threat of violence from any individual that can reasonably be construed to be carried out or to have been carried out at the workplace, to seek a temporary restraining order and an injunction on behalf of the employee and other employees of the employer. Existing law requires an employer seeking a temporary restraining order to show reasonable proof that an employee has suffered unlawful violence or a credible threat of violence and that a great or irreparable harm would result to an employee if the order is not issued. Existing law prohibits issuing such an order to the extent that the order would prohibit constitutionally protected speech, specified activities related to dispute resolution between employers and employee organizations, or other law. **This bill would additionally authorize any employer whose employee has suffered harassment, as defined, to seek a temporary restraining order and an injunction on behalf of the employee and other employees upon a showing of clear and convincing evidence that an employee has suffered harassment, that great or irreparable harm would result to an employee, and that the respondent's course of conduct served no legitimate purpose. The bill would also require an employer seeking such a temporary restraining order to provide the employee whose protection is sought the opportunity to decline to be named in the order, before the filing of the petition. The bill would expressly prohibit a court from issuing such an order to the extent that the order would prohibit speech or activities protected by the federal National Labor Relations Act or specified provisions of law governing the communications of exclusive representatives of public employees. This bill contains other related provisions.**

BOND ACTS:

AB 1567 (Garcia, et al.) Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024.

Position: CASA – Support if amended; CSDA - Watch

Status: In Senate Natural Resources and Water Committee

Summary:

- Places a \$15.955 billion climate resilience general obligation bond before the voters on the March 5, 2024, Primary Election ballot. If approved by the voters, the Act would authorize the issuance of bonds in the amount of \$15,995,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, clean energy, and workforce development programs.

SB 867 (Allen, et. al.) Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024.

Position: CASA – Support if amended; CSDA - Watch

Status: In Assembly Natural Resources Committee

Summary:

- Authorizes a \$15.5 billion climate resilience bond to be placed before voters at an unspecified election. If approved by the voters, the Act would authorize the issuance of bonds in the amount of \$15,500,000,000 pursuant to the State General Obligation Bond Law to finance projects for drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate smart agriculture, park creation and outdoor access, and clean energy programs.

FEDERAL ISSUES OF NATIONAL INTEREST:

POTENTIAL FEDERAL LEGISLATIVE PRIORITIES FOR 2024

The California Association of Sanitation Agencies (CASA) put forth proposed federal legislative priorities for 2024 for discussion at its December 4 committee planning meeting. Many items carry over from 2023 as Congress moves into the second year of a two-year session. High priorities identified for discussion included: PFAS Legislation and Regulation, Wipes/Pollution Prevention, Infrastructure Policy and Financing, Inflation Reduction Act Financing, Low-Income Household Water Assistance Program, Climate Resiliency, and Cybersecurity/Artificial Intelligence.

INDUSTRY ASSOCIATION EFFORTS RE: PFAS AND CERCLA LIABILITY

Industry associations including CASA and the National Association of Clean Water Agencies (NACWA) are actively working with Congress to address the potential impact of PFAS liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) on clean water utilities and to advocate for targeted protection for water systems.

The U.S. Senate is actively considering PFAS legislation that could include an exemption, where a bill is currently with the Environment and Public Works Committee. Wastewater service providers are encouraged to communicate directly with their Congressional Representatives regarding the need for a CERCLA exemption, emphasizing the significance of the issue for their utilities and how it could impact their specific states and districts.

HOUSE WAYS AND MEANS SUBCOMMITTEE MEETING RE: WINDFALL ELIMINATION LEGISLATION

During Thanksgiving 2023 week, the House Ways and Means Social Security Subcommittee held a “field meeting” in Louisiana regarding the Windfall Elimination Provision and Government Pension Offset. Backers are hopeful the Committee will take up bills in 2024. Many opponents of the laws say they dock benefits too severely and disincentivize entering public service. Others feel elimination of

the laws would be too costly and contend that a new formula is needed to avoid draining social security's retiree trust fund as it faces insolvency in the future.

Attachments:

CASA 2023 State legislation signed/vetoed report

CSDA 2023 Year-end report

CASA Active Positions

[AB 43](#)

(Holden D) Greenhouse gas emissions: building materials: embodied carbon trading system.

Current Text: Chaptered: 10/9/2023 [html](#) [pdf](#)

Current Analysis: 09/13/2023 [Assembly Floor Analysis \(text 9/8/2023\)](#)

Introduced: 12/5/2022

Last Amend: 9/8/2023

Status: 10/7/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 316, Statutes of 2023.

Location: 10/7/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. Under the act, a violation of a rule, regulation, order, emission limitation, emission reduction measure, or other measure adopted by the state board under the act is a crime. This bill would, among other changes, eliminate the interim target of 20% net reduction. The bill would require the baseline described above to be established based on either an industry average of environmental product declarations reported for the 2026 calendar year or on the most relevant, up-to-date information available, as determined by the state board. The bill would also require the established targets to begin to apply no sooner than January 1, 2027, and 2 years after the baseline is established. The bill would delete the requirement that the state board form and maintain a technical advisory committee, and would instead require the state board to consult experts to advise the state board on methods to reduce the carbon intensity of building materials and covered projects, as specified. The bill would also exempt violations of these requirements from criminal penalties and authorize the imposition of specified civil penalties for those violations. The bill would express the intent of the Legislature regarding the applicable civil penalties. This bill contains other related provisions and other existing laws.

Position	Assigned	Subject	Group
Watch	Jessica		ACE, SLC

[AB 246](#)

(Papan D) Product safety: menstrual products: perfluoroalkyl and polyfluoroalkyl substances.

Current Text: Vetoed: 10/9/2023 [html](#) [pdf](#)

Current Analysis: 09/06/2023 [Assembly Floor Analysis \(text 9/1/2023\)](#)

Introduced: 1/17/2023

Last Amend: 9/1/2023

Status: 10/8/2023-Vetoed by Governor.

Location: 10/8/2023-A. VETOED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prohibits, beginning January 1, 2025, a person or entity from manufacturing, selling, delivering, holding, or offering for sale in commerce any cosmetic product that contains intentionally added perfluoroalkyl and polyfluoroalkyl substances (PFAS), as defined. Current law similarly prohibits, beginning January 1, 2025, any person from manufacturing, distributing, selling, or offering for sale in the state any new, not previously owned, textile articles that contain regulated PFAS, except as specified, and requires a manufacturer to use the least toxic alternative when removing regulated PFAS in textile articles to comply with these provisions. This bill would, beginning January 1, 2025, similarly prohibit any person from manufacturing, distributing, selling, or offering for sale in the state any menstrual products that contain regulated PFAS, and requires a manufacturer to use the least toxic alternative when removing regulated PFAS in menstrual products to comply with these provisions. The bill would require a manufacturer of a menstrual product to provide persons that offer the product for sale or distribution in the state with a certificate of compliance stating that the menstrual product is in compliance with these provisions and does not contain any regulated PFAS.

Position	Assigned	Subject	Group
Support	Jessica		SLC

[AB 281](#)

(Grayson D) Planning and zoning: housing: postentitlement phase permits.

Current Text: Chaptered: 10/11/2023 [html](#) [pdf](#)

Current Analysis: 08/16/2023 [Senate Floor Analyses \(text 4/13/2023\)](#)

Introduced: 1/24/2023

Last Amend: 4/13/2023

Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 735, Statutes of 2023.

Location: 10/11/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Existing law, which is part of the Planning and Zoning Law, requires a local agency to compile a list of information needed to approve or deny a postentitlement phase permit, to post an example of a complete, approved application and an example of a complete set of postentitlement phase permits for at least 5 types of housing development projects in the jurisdiction, as specified, and to make those items available to all applicants for these permits no later than January 1, 2024. Existing law establishes time limits for completing reviews regarding whether an application for a postentitlement phase permit is complete and compliant and whether to approve or deny an application, as specified, and makes any failure to meet these time limits a violation of specified law. Existing law defines various terms for these purposes, including "local agency" to mean a city, county, or city and county, and "postentitlement phase permit," among other things, to exclude a permit required and issued by a special district. This bill would require a special district that receives an application from a housing development project for service from a special district or an application from a housing development project for a postentitlement phase permit, as specified, to provide written notice to the applicant of next steps in the review process, including, but not limited to, any additional information that may be required to begin to review the application for service or approval. The bill would require the special district to provide this notice within 30 business days of receipt of the application for a housing development with 25 units or fewer, and within 60 business days for a housing development with 26 units or more. The bill would define various terms for these purposes. By imposing additional duties on special districts, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

Position
Watch

Assigned
Jessica

Subject

Group
SLC

AB 334

(Rubio, Blanca D) Public contracts: conflicts of interest.

Current Text: Chaptered: 9/30/2023 [html](#) [pdf](#)

Current Analysis: 08/18/2023 [Assembly Floor Analysis \(text 6/7/2023\)](#)

Introduced: 1/30/2023

Last Amend: 6/7/2023

Status: 9/30/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 263, Statutes of 2023.

Location: 9/30/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prohibits members of the Legislature and state, county, district, judicial district, and city officers or employees from being financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Current law authorizes the Fair Political Practices Commission to commence an administrative or civil action against persons who violate this prohibition, as prescribed, and includes provisions for the collection of penalties after the time for judicial review of a commission order or decision has lapsed, or if all means of judicial review of the order or decision have been exhausted. Current law identifies certain remote interests in contracts that are not subject to this prohibition and other situations in which an official is not deemed to be financially interested in a contract. Current law makes a willful violation of this prohibition a crime. This bill would establish that an independent contractor, who meets specified requirements, is not an officer for purposes of being subject to the prohibition on being financially interested in a contract. The bill would authorize a public agency to enter into a contract with an independent contractor who is an officer for a later phase of the same project if the independent contractor did not engage in or advise on, as specified, the making of the subsequent contract. This bill would establish that a person who acts in good faith reliance on these provisions is not in violation of the above-described conflict-of-interest prohibitions and would prohibit them from being subject to criminal, civil, or administrative enforcement under those prohibitions if the initial contract includes specified language and the independent contractor is not in breach of those terms.

Position
Support

Assigned
Jessica

Subject

Group
SLC

AB 400

(Rubio, Blanca D) Local agency design-build projects: authorization.

Current Text: Chaptered: 9/22/2023 [html](#) [pdf](#)

Current Analysis: 08/09/2023 [Assembly Floor Analysis \(text 6/13/2023\)](#)

Introduced: 2/2/2023

Last Amend: 6/13/2023

Status: 9/22/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 201, Statutes of 2023.

Location: 9/22/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes a local agency, as defined, with approval of its governing body, to procure design-build contracts for public works projects in excess of \$1,000,000, awarding the contract either to the lowest bid or the best value. "Local agency" is defined, in part, for this purpose to include specified local and regional agencies responsible for the construction of transit projects, including any joint powers authority formed to provide transit service. Current law, among other requirements for the design-build procurement process, requires specified information submitted by a design-build entity to be certified under penalty of perjury. These provisions authorizing the use of the design-build procurement process are repealed on January 1, 2025. This bill would delete from the definition of "local agency" any joint powers authority formed to provide transit services, and would instead expand that definition to include any joint powers authority responsible for the construction of transit projects, thereby authorizing additional joint powers authorities to use the above-described design-build procurement process. The bill would extend the repeal date to January 1, 2031.

Position Watch **Assigned** Jessica **Subject** **Group** SLC

AB 480

(Ting D) Surplus land.

Current Text: Chaptered: 10/11/2023 [html](#) [pdf](#)

Current Analysis: 09/13/2023 [Assembly Floor Analysis \(text 9/8/2023\)](#)

Introduced: 2/7/2023

Last Amend: 9/8/2023

Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 788, Statutes of 2023.

Location: 10/11/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency, as defined, and requires, except as provided, a local agency disposing of surplus land to comply with certain notice requirements before disposing of the land or participating in negotiations to dispose of the land with a prospective transferee, particularly that the local agency send a notice of availability to specified entities that have notified the Department of Housing and Community Development of their interest in surplus land, as specified. Under current law, if the local agency receives a notice of interest, the local agency is required to engage in good faith negotiations with the entity desiring to purchase or lease the surplus land. This bill would define the term "dispose" to mean the sale of the surplus property or a lease of any surplus property entered into on or after January 1, 2024, for a term longer than 15 years, including renewal options, as specified. The bill would provide that "dispose" does not include entering a lease for surplus land on which no development or demolition will occur, regardless of the term of the lease.

Position Neutral, As Amended **Assigned** Spencer **Subject** **Group** SLC

AB 516

(Ramos D) Mitigation Fee Act: fees for improvements: reports and audits.

Current Text: Chaptered: 10/11/2023 [html](#) [pdf](#)

Current Analysis: 09/05/2023 [Assembly Floor Analysis \(text 7/10/2023\)](#)

Introduced: 2/7/2023

Last Amend: 7/10/2023

Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 741, Statutes of 2023.

Location: 10/11/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Mitigation Fee Act, imposes certain requirements on a local agency that imposes a fee as a condition of approval of a development project that is imposed to provide for an improvement to be constructed to serve the development project, or a fee for public improvements, as specified. In this regard, the Mitigation Fee Act requires the local agency to deposit the fee in a separate capital facilities account or fund, and to make certain information about the account or fund public annually, as specified. The Mitigation Fee Act requires that information to include an identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as specified. The Mitigation Fee Act also requires that information to include the amount of refunds made to the owners of the lots or units of the development project, as specified. This bill would require the report to include an identification of each public improvement identified in a previous report, whether construction began on the approximate date noted in the previous report, the reason for the delay, if any, and a revised approximate date that the local agency will commence construction, if applicable. The bill would also require the report to include the number of persons or entities identified to receive refunds.

Position
Work w/Author

Assigned
Jessica,
Spencer

Subject

Group
SLC

AB 557 (Hart D) Open meetings: local agencies: teleconferences.

Current Text: Chaptered: 10/9/2023 [html](#) [pdf](#)

Current Analysis: 09/07/2023 [Assembly Floor Analysis \(text 9/1/2023\)](#)

Introduced: 2/8/2023

Last Amend: 9/1/2023

Status: 10/8/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 534, Statutes of 2023.

Location: 10/9/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Ralph M. Brown Act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. Current law, until January 1, 2024, authorizes the legislative body of a local agency to use teleconferencing without complying with those specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect. Those circumstances are that (1) state or local officials have imposed or recommended measures to promote social distancing, (2) the legislative body is meeting for the purpose of determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (3) the legislative body has previously made that determination. If there is a continuing state of emergency, or if state or local officials have imposed or recommended measures to promote social distancing, existing law requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures. This bill would revise the authority of a legislative body to hold a teleconference meeting under those abbreviated teleconferencing procedures when a declared state of emergency is in effect.

Position
Support Coalition

Assigned
Spencer

Subject

Group
Attorneys,
SLC

AB 584 (Hart D) California Coastal Act of 1976: coastal development: emergency waiver.

Current Text: Chaptered: 7/27/2023 [html](#) [pdf](#)

Current Analysis: 07/05/2023 [Senate Floor Analyses \(text 3/6/2023\)](#)

Introduced: 2/9/2023

Last Amend: 3/6/2023

Status: 7/27/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 118, Statutes of 2023.

Location: 7/27/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Coastal Act of 1976 requires the issuance of a coastal development permit if the proposed development is in conformity with the certified local coastal program. The act provides for the certification of local coastal programs by the California Coastal Commission. The act authorizes the requirement of having to obtain a permit to be waived when immediate action by a person or public agency performing a public service is required to protect life and public property from imminent danger, or to restore, repair, or maintain public works, utilities, or services destroyed, damaged, or interrupted by natural disaster, serious accident, or in other cases of emergency, as specified. The act provides that this waiver provision does not authorize the permanent erection of structures valued at more than \$25,000. This bill would increase the above-described amount to \$125,000, adjusted annually for inflation pursuant to the consumer price index.

Position
Approve

Assigned
Spencer

Subject

Group
SLC

AB 587 (Rivas, Robert D) Public works: payroll records.

Current Text: Chaptered: 10/13/2023 [html](#) [pdf](#)

Current Analysis: 08/25/2023 [Assembly Floor Analysis \(text 5/17/2023\)](#)

Introduced: 2/9/2023

Last Amend: 5/17/2023

Status: 10/13/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 806, Statutes of 2023.

Location: 10/13/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Labor Commissioner to investigate allegations that a contractor or subcontractor violated the law regulating public works projects, including the payment of prevailing wages. Current law requires each contractor and subcontractor on a public works project to keep accurate payroll records, showing the name, address, social security number, work classification, 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 the contractor or subcontractor in connection with the public work. Current law requires any copy of records made available for inspection as copies and furnished upon request to the public or any public agency to be marked or obliterated to prevent disclosure of an individual's name, address, and social security number but specifies that any copy of records made available to a Taft-Hartley trust fund for the purposes of allocating contributions to participants be marked or obliterated only to prevent disclosure of an individual's full social security number, as specified. Current law makes any contractor, subcontractor, agent, or representative who neglects to comply with the requirements to keep accurate payroll records guilty of a misdemeanor. This bill would require any copy of records requested by, and made available for inspection by or furnished to, a multiemployer Taft-Hartley trust fund or joint labor-management committee be provided on forms provided by the Division of Labor Standards Enforcement or contain the same information as the forms provided by the division.

Position	Assigned	Subject	Group
Watch	Jessica		SLC

[AB 671](#)

(Ward D) CalHome Program: accessory dwelling units.

Current Text: Chaptered: 10/11/2023 [html](#) [pdf](#)

Current Analysis: 09/13/2023 [Assembly Floor Analysis \(text 9/8/2023\)](#)

Introduced: 2/13/2023

Last Amend: 9/8/2023

Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 746, Statutes of 2023.

Location: 10/11/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Under the CalHome Program, funds may be used to enable low- and very low income households to become or remain homeowners, and to provide disaster relief assistance to households at or below 120% of that area median income. Current law also authorizes the Department of Housing and Community Development, to make grants to local agencies or nonprofit corporations to construct accessory dwelling units and to repair, reconstruct, or rehabilitate, in whole or in part, accessory dwelling units and junior accessory dwelling units. This bill would specify that for home ownership development projects that include construction of accessory dwelling units or junior accessory dwelling units, neither the CalHome Program nor any administrative rule or guideline implementing the CalHome Program precludes those dwelling units from being separately conveyed to separate lower income households on separate parcels created pursuant to specified law.

Position	Assigned	Subject	Group
Watch	Jessica		SLC

[AB 676](#)

(Bennett D) Water: general state policy.

Current Text: Vetoed: 10/8/2023 [html](#) [pdf](#)

Current Analysis: 09/07/2023 [Assembly Floor Analysis \(text 8/21/2023\)](#)

Introduced: 2/13/2023

Last Amend: 8/21/2023

Status: 10/8/2023-Vetoed by Governor.

Location: 10/8/2023-A. VETOED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would specify that the use of water for domestic purposes includes water use for human consumption, cooking, sanitary purposes, care of household livestock, animals, and gardens, fire suppression and other safety purposes, and a purpose determined to be a domestic purpose as established by the common law.

Position	Assigned	Subject	Group
Watch	Jessica		SLC

[AB 678](#)

(Alvarez D) Biomethane procurement targets or goals: core transport agents.

Current Text: Chaptered: 10/7/2023 [html](#) [pdf](#)

Current Analysis: 09/13/2023 [Assembly Floor Analysis \(text 9/8/2023\)](#)

Introduced: 2/13/2023

Last Amend: 9/8/2023

Status: 10/7/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 339, Statutes of 2023.

Location: 10/7/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Public Utilities Commission to require each gas corporation to provide bundled basic gas service to all core customers in its service territory unless the customer chooses or contracts to have natural gas purchased and supplied by another entity. Current law requires the commission, in consultation with the State Air Resources Board, to consider adopting specific biomethane procurement targets or goals for each gas corporation, as specified. This bill would revise that latter requirement to instead require the commission to consider adopting specific biomethane procurement targets or goals for each gas corporation and core transport agent, as defined. If the commission adopts the biomethane procurement targets or goals, the bill would require the commission to authorize a core transport agent to enter into an agreement with a gas corporation for the gas corporation to procure the core transport agent's proportionate share of biomethane in order to satisfy the biomethane procurement targets or goals, with all costs paid for by the core transport agent and any environmental attributes allocated by the commission in a fair and transparent manner. The bill would require the commission to initially allocate each core transport agent their proportional share of the existing biomethane procurement targets established by commission Decision 22-02-025, as specified.

Position	Assigned	Subject	Group
Support	Jessica		ACE

[AB 727](#)

(Weber D) Product safety: cleaning products and floor sealers or floor finishes: perfluoroalkyl and polyfluoroalkyl substances.

Current Text: Vetoed: 10/9/2023 [html](#) [pdf](#)

Current Analysis: 09/12/2023 [Assembly Floor Analysis \(text 9/8/2023\)](#)

Introduced: 2/13/2023

Last Amend: 9/8/2023

Status: 10/8/2023-Vetoed by Governor.

Location: 10/8/2023-A. VETOED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, beginning January 1, 2026, prohibit a person from manufacturing, selling, delivering, distributing, holding, or offering for sale in the state a cleaning product that contains regulated perfluoroalkyl and polyfluoroalkyl substances (PFAS), as specified. The bill, beginning January 1, 2028, would prohibit a person from manufacturing, selling, delivering, distributing, holding, or offering for sale in the state a floor sealer or floor finish that contains regulated PFAS, as specified. The bill would make a violation of these provisions punishable by a civil penalty not to exceed \$10,000 per day for each violation, upon an action brought by the Attorney General, a city or county attorney, a county counsel, city prosecutor, or a district attorney. The bill would exempt treatments containing PFAS for use on converted textiles or leathers, as specified, from these provisions.

Position	Assigned	Subject	Group
Support/Co-Sponsor	Jessica		SLC

[AB 753](#)

(Papan D) State Water Pollution Cleanup and Abatement Account: annual proceeds transfers.

Current Text: Vetoed: 10/9/2023 [html](#) [pdf](#)

Current Analysis: 09/12/2023 [Assembly Floor Analysis \(text 8/14/2023\)](#)

Introduced: 2/13/2023

Last Amend: 8/14/2023

Status: 10/8/2023-Vetoed by Governor.

Location: 10/8/2023-A. VETOED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires each regional water board to formulate and adopt water quality control plans for all areas within the region, as provided. Current law authorizes the imposition of civil penalties for violations of certain waste discharge requirements and requires that penalties imposed pursuant to these provisions be deposited into the Waste Discharge Permit Fund, to be expended by the State Water Resources Control Board, upon appropriation by the Legislature, for specified purposes related to water quality. For violations of certain other waste discharge requirements,

including the violation of a waste discharge requirement effluent limitation, current law imposes specified civil penalties, the proceeds of which are deposited into the continuously appropriated State Water Pollution Cleanup and Abatement Account, which is established in the State Water Quality Control Fund. This bill would create the Waterway Recovery Account within the Waste Discharge Permit Fund, and would annually transfer from the State Water Pollution Cleanup and Abatement Account, excluding administratively imposed civil liabilities that include a supplemental environmental project in connection with a monetary penalty, 40% of the annual proceeds to the Waterway Recovery Account. The bill would provide that moneys in the account created by the bill are continuously appropriated to the state board without regard to fiscal years. The bill would require the state board to allocate the Waterway Recovery Account moneys to each regional board on a proportional basis, based on moneys generated in each region, and would require the regional boards to allocate those moneys to third parties for restoration projects, as specified, with priority given to third parties that will undertake projects with multiple benefits that provide greenspace within disadvantaged communities, as provided.

Position
Watch

Assigned
Jessica

Subject

Group
Attorneys,
SLC

AB 759 **(Grayson D) Sanitary districts.**

Current Text: Chaptered: 6/29/2023 [html](#) [pdf](#)

Current Analysis: 06/09/2023 [Senate Floor Analyses \(text 3/30/2023\)](#)

Introduced: 2/13/2023

Last Amend: 3/30/2023

Status: 6/29/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 19, Statutes of 2023.

Location: 6/29/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the formation of a sanitary district, pursuant to specified requirements. Current law authorizes a sanitary district to acquire, plan, construct, reconstruct, alter, enlarge, lay, renew, replace, maintain, and operate garbage dumpsites and garbage collection and disposal systems, sewers, drains, septic tanks, and sewerage collection, outfall, treatment works and other sanitary disposal systems, and storm water drains and storm water collection, outfall and disposal systems, and water recycling and distribution systems, as the deemed necessary and proper by the governing board of the district. Current law generally authorizes the district to expend money only upon written order of the board. Current law also authorizes a district board, as an alternative to the functions of the treasurer, to elect to disburse district funds upon resolution of the board and the filing of a certified copy with the treasurer. Under current law, the treasurer is then required to deliver all district funds to the district, which can only be withdrawn by written order of the district boards, signed by the president and secretary. Current law requires the district board to appoint a treasurer responsible for the deposit and withdrawal of district funds. This bill would instead authorize funds to be withdrawn by a district treasurer or expended by a treasurer upon approval by the board, signed by the president and secretary.

Position
Support/Sponsor

Assigned
Jessica

Subject

Group
SLC

AB 894 **(Friedman D) Parking requirements: shared parking.**

Current Text: Chaptered: 10/11/2023 [html](#) [pdf](#)

Current Analysis: 09/12/2023 [Assembly Floor Analysis \(text 9/8/2023\)](#)

Introduced: 2/14/2023

Last Amend: 9/8/2023

Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 749, Statutes of 2023.

Location: 10/11/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. Current law also authorizes the legislative body of a city or a county to adopt ordinances establishing requirements for parking. When an entity receiving parking is not using that parking to meet public automobile parking requirements, this bill would require a local agency, as defined, to allow entities with underutilized parking to share their underutilized parking with the public, local agencies, or other entities, if those entities submit a shared parking agreement, as defined, to the local agency, and information identifying the benefits of the proposed shared parking agreement. The bill would require a local agency to allow parking spaces identified in a shared parking agreement to count toward meeting

automobile parking requirements for a new or existing development or use, including, but not limited to, shared parking in underutilized spaces and in parking lots and garages that will be constructed as part of the development or developments when specified conditions regarding the distance between the entities that will share the parking are met. The bill would require a local agency to approve the shared parking agreement if it includes, among other things, a parking analysis using peer-reviewed methodologies developed by a professional planning association, as specified. The bill would require a local agency to decide whether to approve or deny the shared parking agreement and determine how many parking spaces can be reasonably shared between uses to fulfill parking requirements if the shared parking agreement does not include this parking analysis. If the local agency is required to decide whether to approve or deny an agreement for specified developments under these provisions, the bill would require the local agency to notify all property owners within 300 feet of the shared parking spaces of the proposed agreement and to hold a public meeting if it receives a request to do so within 14 days of notifying property owners, as provided. The bill would specify that these notification and public meeting requirements would not apply to local agencies that enact an ordinance that provides for shared parking agreements, including ordinances enacted before January 1, 2024.

Position **Assigned** **Subject** **Group**
 Seek Info Jessica SLC

AB 1033 (Ting D) Accessory dwelling units: local ordinances: separate sale or conveyance.

Current Text: Chaptered: 10/11/2023 [html](#) [pdf](#)

Current Analysis: 09/05/2023 [Assembly Floor Analysis \(text 8/24/2023\)](#)

Introduced: 2/15/2023

Last Amend: 8/24/2023

Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 752, Statutes of 2023.

Location: 10/11/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law authorizes a local agency, by ordinance or ministerial approval, to provide for the creation of accessory dwelling units in areas zoned for residential use, as specified. Current law requires the ordinance to include specified standards, including prohibiting the accessory dwelling unit from being sold or otherwise conveyed separate from the primary residence, except as provided by a specified law. Current law, notwithstanding the prohibition described above, requires a local agency to allow an accessory dwelling unit to be sold or conveyed separately from the primary residence to a qualified buyer if certain conditions are met, including that the property was built or developed by a qualified nonprofit corporation and that the property is held pursuant to a recorded tenancy in common agreement that meets specified requirements. This bill would, in addition, authorize a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and accessory dwelling unit or units as condominiums, as specified, and would make conforming changes.

Position **Assigned** **Subject** **Group**
 Neutral, As Amended Jessica Attorneys, SLC

AB 1121 (Haney D) Public works: ineligibility list.

Current Text: Chaptered: 10/8/2023 [html](#) [pdf](#)

Current Analysis: 09/13/2023 [Assembly Floor Analysis \(text 9/1/2023\)](#)

Introduced: 2/15/2023

Last Amend: 9/1/2023

Status: 10/8/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 465, Statutes of 2023.

Location: 10/8/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law generally requires a contractor or subcontractor to be registered with the Department of Industrial Relations to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any public works contract. Current law requires a contractor or subcontractor to meet specific conditions to qualify for this registration. Existing law requires the Department of Industrial Relations to maintain on its internet website a list of contractors that are currently registered to perform public work. This bill would require awarding authorities to annually submit to the Department of Industrial Relations' electronic project registration database a list of ineligible contractors, as specified, pursuant to local debarment or suspension processes. This bill would require the department to make the list available to the public through the electronic database.

Position **Assigned** **Subject** **Group**
 Watch Jessica SLC

AB 1216

(Muratsuchi D) Wastewater treatment plants: monitoring of air pollutants.

Current Text: Chaptered: 10/10/2023 [html](#) [pdf](#)

Current Analysis: 09/06/2023 [Assembly Floor Analysis \(text 8/16/2023\)](#)

Introduced: 2/16/2023

Last Amend: 8/16/2023

Status: 10/10/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 675, Statutes of 2023.

Location: 10/10/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require, on or before January 1, 2027, the owner or operator of a wastewater treatment facility that is located within 1,500 feet of a residential area and has an original design capacity of 425,000,000 gallons or more per day to develop, install, operate, and maintain a wastewater treatment-related fence-line monitoring system approved by the appropriate air quality management district. The bill would require the wastewater treatment-related fence-line monitoring system to include equipment capable of measuring pollutants of concern, as provided, emitted into the atmosphere that the appropriate air quality management district deems appropriate for monitoring. The bill would provide that it does not alter the responsibility of an owner or operator of a wastewater treatment facility to not exceed limits for nitrogen oxides and volatile organic compounds emitted into the atmosphere established in existing air quality regulations, as provided, and would require source testing for these pollutants to be conducted pursuant to a protocol approved by the appropriate air quality management district.

Position	Assigned	Subject	Group
Oppose	Jessica		ACE, Attorneys, SLC

AB 1423

(Schiavo D) Product safety: PFAS: artificial turf or synthetic surfaces.

Current Text: Vetoed: 10/9/2023 [html](#) [pdf](#)

Current Analysis: 09/12/2023 [Assembly Floor Analysis \(text 9/1/2023\)](#)

Introduced: 2/17/2023

Last Amend: 9/1/2023

Status: 10/8/2023-Vetoed by Governor.

Location: 10/8/2023-A. VETOED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would prohibit, except as provided and commencing January 1, 2026, a public entity, including a charter city, charter county, city, or county, any public or private school serving pupils in kindergarten or any of grades 1 to 12, inclusive, a public institution of higher education, other than the University of California, or a private institution of higher education from purchasing or installing a covered surface containing regulated PFAS, as defined.

Position	Assigned	Subject	Group
Watch	Jessica		SLC

AB 1490

(Lee D) Affordable housing development projects: adaptive reuse.

Current Text: Chaptered: 10/11/2023 [html](#) [pdf](#)

Current Analysis: 09/12/2023 [Assembly Floor Analysis \(text 7/10/2023\)](#)

Introduced: 2/17/2023

Last Amend: 7/10/2023

Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 764, Statutes of 2023.

Location: 10/11/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Under this bill, a housing development that is, among other requirements, an extremely affordable adaptive reuse project on an infill parcel that is not located on or adjoined to a site where more than 1/3 of the square footage on the site is dedicated to industrial use, as specified, would be an allowable use. The bill would authorize a local agency to impose objective design review standards, except as specified. The bill would authorize a local agency to deny the project if it is proposed to be located on a site or adjoined to any site where any of the square footage on the site is dedicated to industrial use and the local agency makes written findings that approving the development would have an adverse effect on public health and safety. The bill would provide that for purposes of the Housing Accountability Act, a proposed housing development project is consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if the housing development project is consistent with the standards specified in these provisions. The bill

would require a local agency to determine whether the proposed development meets those standards within specified timeframes. The bill would define an "extremely affordable adaptive reuse project" for these purposes to mean a multifamily housing development project that involves retrofitting or repurposing of a residential or commercial building that currently allows temporary dwelling or occupancy, and that meets specified affordability requirements, including that 100% of the units be dedicated to lower income households, 50% of which shall be dedicated to very low income households, as specified. Because the bill would require local officials to provide a higher level of service, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

Position Work w/Author **Assigned** Spencer **Subject** **Group** SLC

AB 1548 (Hart D) Greenhouse Gas Reduction Fund: grant program: recycling infrastructure projects.

Current Text: Chaptered: 10/10/2023 [html](#) [pdf](#)

Current Analysis: 09/02/2023 [Senate Floor Analyses \(text 4/20/2023\)](#)

Introduced: 2/17/2023

Last Amend: 4/20/2023

Status: 10/10/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 693, Statutes of 2023.

Location: 10/10/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Department of Resources Recycling and Recovery, with additional moneys from the Greenhouse Gas Reduction Fund that may be appropriated to the department, to administer a grant program to provide financial assistance to promote the in-state development of infrastructure, food waste prevention, or other projects to reduce organic waste or to process organic and other recyclable materials into new value-added products. Current law requires the program to provide eligible financial assistance for certain activities, including recyclable material manufacturing. Current law specifies eligible infrastructure projects for purposes of the program. Current law requires the department to consider if and how the project may benefit disadvantaged communities in awarding a grant for organics composting or organics in-vessel digestion. This bill would expand the scope of the grant program to include providing financial assistance to promote in-state development of projects to sort and aggregate organic and other recyclable materials, as provided, or to divert items from disposal through enhanced reuse opportunities. The bill would require the grant program to provide eligible financial assistance for increasing opportunities for reuse of materials diverted from landfill disposal and for recyclable material recovery, sorting, or baling equipment for use at publicly owned facilities. The bill would authorize eligible infrastructure projects for the grant program to include projects undertaken by a local government at publicly owned facilities to improve the recovery, sorting, or baling of recyclable materials to get those materials into the marketplace, the purchase of equipment and construction of facilities to help develop, implement, or expand edible food waste recovery operations, and the establishment of reuse programs to divert items from landfill disposal for reuse by members of the public.

Position Watch **Assigned** Jessica **Subject** **Group** ACE

AB 1594 (Garcia D) Medium- and heavy-duty zero-emission vehicles: public agency utilities.

Current Text: Chaptered: 10/9/2023 [html](#) [pdf](#)

Current Analysis: 09/13/2023 [Assembly Floor Analysis \(text 9/1/2023\)](#)

Introduced: 2/17/2023

Last Amend: 9/1/2023

Status: 10/8/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 585, Statutes of 2023.

Location: 10/9/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the Air Quality Improvement Program that is administered by the State Air Resources Board for purposes of funding projects related to, among other things, the reduction of criteria air pollutants and improvement of air quality, and establishes the Medium- and Heavy-Duty Zero-Emission Vehicle Fleet Purchasing Assistance Program within the Air Quality Improvement Program to make financing tools and nonfinancial supports available to operators of medium- and heavy-duty vehicle fleets to enable those operators to transition their fleets to zero-emission vehicles. This bill would require any state regulation that seeks to require, or otherwise compel, the procurement of medium- and heavy-duty zero-emission vehicles to authorize public agency utilities to purchase replacements for traditional utility-specialized vehicles that are at the end of life when needed to maintain reliable service and respond to major foreseeable events, including severe weather, wildfires, natural disasters, and physical attacks, as specified. The bill would define a public

agency utility to include a local publicly owned electric utility, a community water system, a water district, and a wastewater treatment provider, as specified.

Position Support **Assigned** Jessica **Subject** **Group** ACE

AB 1628 (McKinnor D) Microfiber filtration.

Current Text: Vetoed: 10/8/2023 [html](#) [pdf](#)
Current Analysis: 09/12/2023 [Assembly Floor Analysis \(text 9/8/2023\)](#)
Introduced: 2/17/2023
Last Amend: 9/8/2023
Status: 10/8/2023-Vetoed by Governor.
Location: 10/8/2023-A. VETOED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require, on and after January 1, 2029, that all new washing machines sold or offered for sale in California for residential or state use contain a microfiber filtration system, as defined, with a mesh size not greater than 100 micrometers, and bear a label with a specified consumer notice, as provided. The bill would provide that a violation of these provisions is punishable by a specified civil penalty, upon an action brought by the Attorney General, a city attorney, a county counsel, or a district attorney.

Position Support **Assigned** Jessica **Subject** **Group** ACE, SLC

AB 1637 (Irwin D) Local government: internet websites and email addresses.

Current Text: Chaptered: 10/9/2023 [html](#) [pdf](#)
Current Analysis: 09/12/2023 [Assembly Floor Analysis \(text 6/29/2023\)](#)
Introduced: 2/17/2023
Last Amend: 6/29/2023
Status: 10/8/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 586, Statutes of 2023.
Location: 10/9/2023-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, no later than January 1, 2029, require a local agency, as defined, that maintains an internet website for use by the public to ensure that the internet website utilizes a ".gov" top-level domain or a ".ca.gov" second-level domain and would require a local agency that maintains an internet website that is noncompliant with that requirement to redirect that internet website to a domain name that does utilize a ".gov" or ".ca.gov" domain. This bill, no later than January 1, 2029, would also require a local agency that maintains public email addresses to ensure that each email address provided to its employees utilizes a ".gov" domain name or a ".ca.gov" domain name. By adding to the duties of local officials, the bill would impose a state-mandated local program.

Position Watch **Assigned** Jessica **Subject** **Group** SLC

SB 34 (Umberg D) Surplus land disposal: violations: County of Orange.

Current Text: Chaptered: 10/11/2023 [html](#) [pdf](#)
Current Analysis: 09/11/2023 [Senate Floor Analyses \(text 8/24/2023\)](#)
Introduced: 12/5/2022
Last Amend: 8/24/2023
Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 772, Statutes of 2023.
Location: 10/11/2023-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prescribes requirements for the disposal of land determined to be surplus land by a local agency. Those requirements include a requirement that a local agency, prior to disposing of a property or participating in negotiations to dispose of that property with a prospective transferee, send a written notice of availability of the property to specified entities, depending on the property's intended use, and send specified information in regard to the disposal of the parcel of surplus land to the Department of Housing and Community Development. Current law, among other enforcement provisions, makes a local agency that disposes of land in violation of these disposal provisions, after receiving notification of violation from the department, liable for a penalty of 30% of the final sale price of the land sold in violation for a first violation and 50% for any subsequent violation. Under current law, except as specified, a local agency has 60 days to cure or correct an alleged violation before an

enforcement action may be brought. Current law provides for the deposit and use of penalty revenues for housing, as prescribed. This bill, until January 1, 2030, would require the County of Orange, or any city located within the County of Orange, if notified by the department that its planned disposal of surplus land is in violation of existing law, to cure or correct the alleged violation within 60 days, as prescribed. The bill would prohibit a County of Orange jurisdiction that has not cured or corrected any alleged violation from disposing of the parcel until the department determines that it has complied with existing law or deems the alleged violation not to be a violation.

Position Watch **Assigned** Spencer **Subject** **Group** SLC

SB 229 (Umberg D) Surplus land: disposal of property: violations: public meeting.

Current Text: Chaptered: 10/11/2023 [html](#) [pdf](#)

Current Analysis: 09/11/2023 [Senate Floor Analyses \(text 9/7/2023\)](#)

Introduced: 1/23/2023

Last Amend: 9/7/2023

Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 774, Statutes of 2023.

Location: 10/11/2023-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require a local agency that is disposing of surplus land and has received a notification of violation from the Department of Housing and Community Development to hold an open and public meeting to review and consider the substance of the notice of violation. The bill would require the local agency's governing body to provide prescribed notice no later than the time required by specified provisions. The bill would prohibit the local agency's governing body from taking final action to ratify or approve the proposed disposal of surplus land until a public meeting is held as required. The bill would exempt from its provisions a local agency that ceases to dispose of surplus land after receiving the notice of violation. By imposing new duties on local agencies, the bill would impose a state-mandated local program.

Position Disapprove **Assigned** Spencer **Subject** **Group** SLC

SB 389 (Allen D) State Water Resources Control Board: investigation of water right.

Current Text: Chaptered: 10/8/2023 [html](#) [pdf](#)

Current Analysis: 09/12/2023 [Senate Floor Analyses \(text 8/31/2023\)](#)

Introduced: 2/9/2023

Last Amend: 8/31/2023

Status: 10/8/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 486, Statutes of 2023.

Location: 10/8/2023-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law provides generally for the appropriation of water. Existing law authorizes the State Water Resources Control Board to investigate bodies of water, to take testimony in regard to the rights to water or the use of water, and to ascertain whether or not water is appropriated lawfully, as provided. Under current law, the diversion or use of water other than as authorized by specified provisions of law is a trespass, subject to specified civil liability. This bill would instead authorize the board to investigate and ascertain whether or not a water right is valid. The bill would authorize the board to issue an information order in furtherance of an investigation, as executed by the executive director of the board, as specified. The bill would authorize a diversion or use of water ascertained to be unauthorized to be enforced as a trespass, as specified.

Position Refer to SLC **Assigned** Jessica **Subject** **Group** SLC

SB 411 (Portantino D) Open meetings: teleconferences: neighborhood councils.

Current Text: Chaptered: 10/9/2023 [html](#) [pdf](#)

Current Analysis: 08/25/2023 [Senate Floor Analyses \(text 8/14/2023\)](#)

Introduced: 2/9/2023

Last Amend: 8/14/2023

Status: 10/8/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 605, Statutes of 2023.

Location: 10/9/2023-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, until January 1, 2026, authorize an eligible legislative body to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if the city council has adopted an authorizing resolution and 2/3 of an eligible legislative body votes to use the alternate teleconferencing provisions. The bill would define "eligible legislative body" for this purpose to mean a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to the act. The bill would require an eligible legislative body authorized under the bill to provide publicly accessible physical locations for public participation, as prescribed. The bill would also require that at least a quorum of the members of the neighborhood council participate from locations within the boundaries of the city in which the neighborhood council is established. The bill would require that, at least once per year, at least a quorum of the members of the eligible legislative body participate in person from a singular physical location that is open to the public and within the boundaries of the eligible legislative body.

Position Support Coalition
Assigned Spencer
Subject
Group Attorneys, SLC

SB 493 (Min D) Air pollution: alternative vehicles and electric and hydrogen infrastructure.

Current Text: Vetoed: 9/30/2023 [html](#) [pdf](#)

Current Analysis: 09/11/2023 [Senate Floor Analyses \(text 6/19/2023\)](#)

Introduced: 2/14/2023

Last Amend: 6/19/2023

Status: 9/30/2023-Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.

Location: 9/30/2023-S. VETOED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission), in consultation with the State Air Resources Board (state board) and the Public Utilities Commission (PUC), to prepare a statewide assessment of fuel cell electric vehicle fueling infrastructure and fuel production needed to support the adoption of zero-emission trucks, buses, and off-road vehicles at levels necessary for the state to meet the goals and requirements of Executive Order No. N-79-20 and any state board regulatory action that requires or allows zero-emission vehicles in the heavy-duty vehicle and off-road sectors. Current law also requires the Energy Commission, working with the state board and the PUC, to prepare a statewide assessment of the electric vehicle charging infrastructure needed to support the levels of electric vehicle adoption required for the state to meet its goals of putting at least 5,000,000 zero-emission vehicles on California roads by 2030, and of reducing emissions of greenhouse gases to 40% below 1990 levels by 2030. This bill would require the assessment of the fuel cell electric vehicle fueling infrastructure and fuel production to additionally include an assessment of storage and transport facilities, and the assessment of the electric vehicle charging infrastructure to additionally include electric system infrastructure and electric generation. The bill would expand the scope of the latter assessment to include the electric vehicle charging infrastructure, electric system infrastructure, and electric generation needed for the state to meet the goals of Executive Order No. N-79-20 and any state board regulatory action that requires or allows zero-emission vehicles in the heavy-duty vehicle and off-road sectors. The bill would require both assessments to identify any barriers to the deployment of hydrogen infrastructure and any barriers to the deployment of electric infrastructure, respectively, for medium- and heavy-duty fleets and recommendations for addressing those barriers. The bill would require the Energy Commission to publish a determination regarding the adequacy of completed or planned charging or fueling sites for the 5 years following the completion of the initial statewide assessment and the findings of the electric vehicle charging infrastructure assessment, as provided.

Position Watch
Assigned Spencer
Subject
Group ACE

SB 613 (Seyarto R) Organic waste: reduction goals: local jurisdictions: low-population waiver.

Current Text: Chaptered: 10/13/2023 [html](#) [pdf](#)

Current Analysis: 09/11/2023 [Senate Floor Analyses \(text 6/28/2023\)](#)

Introduced: 2/15/2023

Last Amend: 6/28/2023

Status: 10/13/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 878, Statutes of 2023.

Location: 10/13/2023-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the State Air Resources Board to approve and begin implementing a

comprehensive short-lived climate pollutant strategy to achieve a certain reduction in statewide emissions of methane, including a goal of a 75% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025. Current law requires the Department of Resources Recycling and Recovery, in consultation with the state board, to adopt regulations that achieve those targets for reducing organic waste in landfills that may include, among other things, different levels of requirements for local jurisdictions and phased timelines based upon their progress in meeting the organic waste reduction goals, and penalties to be imposed by the department for noncompliance. This bill would, for a local jurisdiction, as defined, waive those requirements and regulations until December 31, 2028, if the local jurisdiction does not qualify for other specified waivers, disposed of fewer than 5,000 tons of solid waste in 2014, and has fewer than 7,500 people, as provided.

Position Watch **Assigned** Spencer **Subject** **Group** SLC

SB 706 **(Caballero D) Public contracts: progressive design-build: local agencies.**

Current Text: Chaptered: 10/8/2023 [html](#) [pdf](#)

Current Analysis: 08/25/2023 [Senate Floor Analyses \(text 6/28/2023\)](#)

Introduced: 2/16/2023

Last Amend: 6/28/2023

Status: 10/8/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 500, Statutes of 2023.

Location: 10/8/2023-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law, until January 1, 2029, authorizes local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project, similar to the progressive design-build process authorized for use by the Director of General Services. This bill would, until January 1, 2030, provide additional authority for cities, counties, cities and counties, or special districts to use the progressive design-build process for up to 10 public works in excess of \$5,000,000, not limited to water-related projects, excluding projects on state-owned or state-operated facilities. The bill would require information to be provided under penalty of perjury and would require similar reports due no later than December 31, 2028.

Position Watch Close **Assigned** Spencer **Subject** **Group** SLC

SB 745 **(Cortese D) The Drought-Resistant Buildings Act.**

Current Text: Chaptered: 10/13/2023 [html](#) [pdf](#)

Current Analysis: 09/11/2023 [Senate Floor Analyses \(text 9/7/2023\)](#)

Introduced: 2/17/2023

Last Amend: 9/7/2023

Status: 10/13/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 884, Statutes of 2023.

Location: 10/13/2023-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the Department of General Services to research, develop, and propose building standards to reduce potable water use in new residential buildings and imposes those duties on the commission with respect to new nonresidential buildings, as specified. The bill would require the commission to perform a review of water efficiency and water reuse standards in the California Buildings Standards Code every 3 years, commencing with the next triennial edition, and update as needed.

Position Neutral, As Amended **Assigned** Jessica **Subject** **Group** SLC

SB 747 **(Caballero D) Land use: surplus land.**

Current Text: Chaptered: 10/11/2023 [html](#) [pdf](#)

Current Analysis: 09/14/2023 [Senate Floor Analyses \(text 9/8/2023\)](#)

Introduced: 2/17/2023

Last Amend: 9/8/2023

Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 786, Statutes of 2023.

Location: 10/11/2023-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines terms for these purposes. Existing law defines "surplus land" to generally mean land owned in fee simple by a local agency for which the local agency's governing body takes formal action in a public meeting declaring that the land is surplus and not necessary for the agency's use. Current law defines "agency's use" to include land that is being used, is planned to be used pursuant to a written plan adopted by the local agency's governing board, or is disposed of to support agency work or operations. Current law excludes from "agency's use" commercial or industrial uses or activities, or property disposed of for the sole purpose of investment or generation of revenue, unless the local agency is a district, except as specified, and the agency's governing body takes specified actions in a public meeting. Current law excludes from these requirements the disposal of exempt surplus land by an agency of the state or any local government. Current law requires a local agency to declare land as either surplus land or exempt surplus land, as supported by written findings, before a local agency may take any action to dispose of it. Under existing law, exempt surplus land includes, among other types of land, property that is used by a district for an "agency's use" as expressly authorized, land for specified developments, including a mixed-use development, if put out to open, competitive bid by a local agency, as specified, and surplus land that is subject to specified valid legal restrictions. This bill would define the term "dispose" for these purposes to mean the sale of the surplus property or a lease of any surplus property entered into on or after January 1, 2024, for a term longer than 15 years, including renewal options, as specified.

Position	Assigned	Subject	Group
Support, if amended	Spencer		SLC

Total Measures: 35
Total Tracking Forms: 35



**California Special
Districts Association**

Districts Stronger Together

2023 Year-End Legislative Report

Major Advocacy Accomplishments:

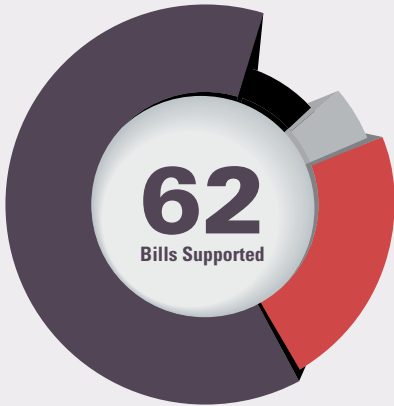
The Voice of Special Districts

Comprehensive Bill Report

CSDA is honored to advocate for and represent special districts in the pursuit of providing members with the necessary resources to best serve their communities. In addition to the highlights and bill statistics provided in this report, view CSDA's 2023 year-end priority positions bill report [here](#).

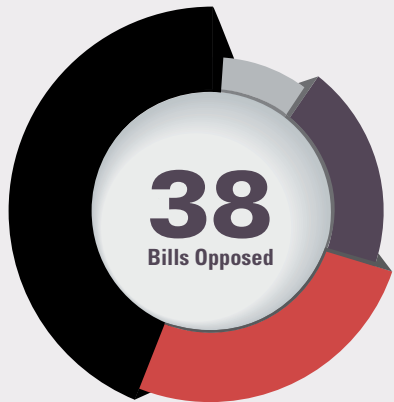
The California State Legislature introduced and CSDA reviewed 3,030 measures during the first year of the 2023-24 Legislative Session. CSDA's Legislative Committee maintained positions on 1,181 bills, including 100 priority positions. Of the 38 bills opposed by CSDA, only 7 became law. Of the 61 bills supported by CSDA, 33 became law.

2023 State Legislative Year Statistics



BILLS SUPPORTED

- 33 – Signed into law
- 4 – Vetoed
- 2 – Amended to remove support
- 23 – 2-year



BILLS OPPOSED

- 7 – Signed into law
- 4 – Vetoed
- 17 – Amended to remove opposition
- 10 – 2-year

ADVOCACY: THE VOICE OF SPECIAL DISTRICTS



CSDA Sponsored Legislation

- » **AB 557 (Hart) Brown Act** – Emergency remote meetings
- » **SCR 52 (Alvarado-Gil)** – Special Districts Week



At the Forefront of the Fight Against an Existential Threat to Special District Services

When the California Business Roundtable filed Initiative 21-0042A1 (now #1935) to retroactively incapacitate the ability of special districts and other agencies to fund government services, CSDA immediately adopted an oppose position, joined a coalition with key stakeholders, and began educating its membership. These efforts are gaining traction.

- » **ACA 13 (Ward) Protect and Retain the Majority Vote Act** – CSDA was one of the original supporters of this constitutional amendment to uphold the majority vote and force measures like Initiative #1935 to meet the same voter thresholds they seek to impose on others. ACA 13 was approved by two-thirds of each house of the State Legislature to place on the November 2024 statewide ballot.
- » **Preelection Challenge to Initiative #1935** – CSDA moved swiftly to support the filing of the Governor's and Legislature's preelection challenge to Initiative #1935, asking the California Supreme Court to conduct preelection review and prevent the measure from being placed on the ballot.
- » **Special District Resolutions in Opposition** – Over 111 special districts have now adopted a board resolution in opposition to Initiative #1935.



Protecting Local Revenue and Resources

As one of the most efficient and effective forms of government, special districts often do more with less. CSDA is fighting in the Capitol to ensure special districts have the resources they need to deliver the services their communities depend on.

- » **ACA 1 (Aguiar-Curry) 55 Percent Vote Threshold** – CSDA secured inclusion of special districts when this constitutional amendment was originally introduced in a prior session; ACA 1 passed the Legislature and voters will now decide whether to afford special districts and other local agencies with the same financing tools they previously approved for school districts.
- » **AB 516 (Ramos) Mitigation Fee Act** – Led efforts to resolve issues created by revisions to audit requirements for development project fees.
- » **AB 1713 (Gipson) Federal Funding** – Joined local agency stakeholders in opposition to this bill which would have created overly broad reporting requirements.
- » **AB 1490 (Lee) Housing** – Secured amendments to drop provisions that could have potential to threaten fee-related revenue that may be necessary for covering the costs of development projects, as a result, CSDA moved to a Neutral position.
- » **AB 1637 (Irwin) Web Domain Mandate** – CSDA worked with a coalition with an Oppose Unless Amended position that resulted in an amendment limiting the bill's requirement that all local governments transition to .gov websites to apply to cities and counties only.



Surplus Land Act

In response to California’s housing challenges, the State Legislature has taken a critical look at numerous housing-related policies, some of which would lead to unintended or counter-productive consequences if not for the CSDA-led local government coalition advocating on behalf of those who provide the essential services that support housing and affordable living.

- » **SB 747 (Caballero)** – Support with Negotiated Amendments
- » **AB 480 (Ting)** – Neutral with Amendments
- » **AB 457 (Patterson, Joe)** – Neutral with Amendments
- » **SB 34 (Umberg)** – Neutral with Amendments
- » **SB 229 (Umberg)** – Neutral with Amendments
- » **SB 634 (Becker)** – Opposed Unless Amended



CSDA Senior Legislative Representative, Aaron Avery, presents argument to amend SB 34.



Protecting Operations Through Advocacy

Special districts employ over 160,000 front-line workers and contract for the design and construction of much of California’s core infrastructure. CSDA worked to ensure these local service specialists can best serve the communities that rely on special districts.

- » **AB 400 (Rubio, Blanca)** – Design-Build: Support
- » **AB 504 (Reyes)** – Sympathy Strikes: Oppose
- » **AB 1484 (Zbur)** – Temporary Workforce Unionization: Oppose
- » **SB 149 (Caballero)** – California Environmental Quality Act: Support
- » **SB 252 (Gonzalez)** – CalPERS Divestment: Oppose
- » **SB 399 (Wahab)** – Political Job Duties: Oppose
- » **SB 706 (Caballero)** – Progressive Design-Build: Support
- » **SB 799 (Portantino)** – Unemployment Insurance: Oppose



CARB Advance Clean Fleet (ACF) Zero Emission Medium-Duty and Heavy-Duty Vehicle Mandate

CSDA advocated directly with CARB members and staff, provided written comments, and testified in opposition to the regulation during the public hearing, citing timeline, cost, infrastructure and emergency response concerns. As a result of CSDA and coalition efforts, CARB instituted numerous revisions, expanding opportunities for exemptions and extensions, including a “Milestone” implementation option that provides special districts and other local agencies with significantly more time for implementation.

**UNION SANITARY DISTRICT
CHECK REGISTER
11/04/2023-12/01/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
186013	11/30/2023	114	800532.17	W.M. LYLES CO	MP - AERATION BASIN MODIFICATIONS	\$4,567,473.54	\$4,567,473.54
185810	11/9/2023	114	800545.11	ZOVICH CONSTRUCTION	CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$3,198,608.32	\$3,198,608.32
185761	11/9/2023	143	800452.17	CLARK CONSTRUCTION GROUP CA LP	STANDBY POWER SYSTEM UPGRADE	\$3,034,651.39	\$3,034,651.39
186018	11/30/2023	114	800545.12	ZOVICH CONSTRUCTION	CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$2,121,175.46	\$2,121,175.46
185970	11/30/2023	143	800452.18	CLARK CONSTRUCTION GROUP CA LP	STANDBY POWER SYSTEM UPGRADE	\$440,961.16	\$440,961.16
185857	11/16/2023	114	201478	PSOMAS CORP	AERATION BASIN MODIFICATIONS (0532) & CAMPUS BUILDING (0545)	\$222,620.90	\$323,357.89
	11/16/2023	143	201704		STANDBY POWER SYSTEM UPGRADE	\$65,292.49	
	11/16/2023	143	201705		PLANT MISCELLANEOUS IMPROVEMENTS	\$35,444.50	
186014	11/30/2023	114	800532.17E	W.M. LYLES CO	MP - AERATION BASIN MODIFICATIONS - ESCROW	\$240,393.34	\$240,393.34
185811	11/9/2023	114	800545.11E	ZOVICH CONSTRUCTION	CAMPUS BUILDINGS (ADMIN, FMC, OPS) - ESCROW	\$168,347.81	\$168,347.81
186006	11/30/2023	110	42902	SYNAGRO WEST LLC	OCT 2023 BIOSOLIDS DISPOSAL	\$144,846.67	\$144,846.67
185895	11/22/2023		10704880580	DELL MARKETING LP C/O DELL USA	5 R AND R VSAN ADMIN SERVERS	\$133,356.96	\$137,813.25
	11/22/2023	173	10705085224		REPLACEMENT LAPTOP CONTROL SYSTEMS	\$4,456.29	
185785	11/9/2023	143	80059001	MCGUIRE & HESTER	EAST WARREN AVENUE SS REPLACEMENT	\$114,683.71	\$114,683.71
186019	11/30/2023	114	800545.12e	ZOVICH CONSTRUCTION	CAMPUS BUILDINGS (ADMIN, FMC, OPS) - ESCROW	\$111,640.81	\$111,640.81
185941	11/22/2023	110	42340	SYNAGRO WEST LLC	SEP 2023 BIOSOLIDS DISPOSAL	\$108,707.75	\$108,707.75
185995	11/30/2023	143	202040	PSOMAS CORP	STANDBY POWER SYSTEM UPGRADE	\$69,525.15	\$92,740.90
	11/30/2023	143	202041		PLANT MISCELLANEOUS IMPROVEMENTS	\$23,215.75	

**UNION SANITARY DISTRICT
CHECK REGISTER
11/04/2023-12/01/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185994	11/30/2023	110	1785641	POLYDYNE INC	44,780 LBS CLARIFLOC C-6267	\$89,268.93	\$89,268.93
185987	11/30/2023	143	80059002	MCGUIRE & HESTER	EAST WARREN AVENUE SS REPLACEMENT	\$87,498.69	\$87,498.69
185978	11/30/2023	110	928194	HASA INC	4612 GALS SODIUM HYPOCHLORITE	\$14,520.95	\$72,513.45
	11/30/2023	110	929294		4607 GALS SODIUM HYPOCHLORITE	\$14,505.21	
	11/30/2023	110	929560		4604 GALS SODIUM HYPOCHLORITE	\$14,495.76	
	11/30/2023	110	930268		4648 GALS SODIUM HYPOCHLORITE	\$14,634.30	
	11/30/2023	110	930269		4560 GALS SODIUM HYPOCHLORITE	\$14,357.23	
185788	11/9/2023	122	8918	CHEVROLET OF WATSONVILLE NATIONAL AL	1 FORD F-150	\$72,134.69	\$72,134.69
185842	11/16/2023	143	201180124	HAZEN AND SAWYER	PRIMARY DIGESTER NO. 6 REHABILITATION	\$58,508.02	\$58,508.02
185920	11/22/2023	141	49060	MARK THOMAS & CO INC	CONSTRUCTION INSPECTION SERVICES 08/28/23 - 10/01/23	\$58,304.26	\$58,304.26
185775	11/9/2023	110	925671	HASA INC	4604 GALS SODIUM HYPOCHLORITE	\$14,495.76	\$57,885.45
	11/9/2023	110	926226		4607 GALS SODIUM HYPOCHLORITE	\$14,505.21	
	11/9/2023	110	926232		4568 GALS SODIUM HYPOCHLORITE	\$14,382.42	
	11/9/2023	110	926679		4606 GALS SODIUM HYPOCHLORITE	\$14,502.06	
185910	11/22/2023	110	927696	HASA INC	4613 GALS SODIUM HYPOCHLORITE	\$14,524.10	\$57,696.54
	11/22/2023	110	928839		4508 GALS SODIUM HYPOCHLORITE	\$14,193.51	
	11/22/2023	110	929158		4611 GALS SODIUM HYPOCHLORITE	\$14,517.80	
	11/22/2023	110	929159		4593 GALS SODIUM HYPOCHLORITE	\$14,461.13	
185864	11/16/2023		533620231023	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - OCT 2023	\$56,937.54	\$56,937.54

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185779	11/9/2023	110	9017808075	KEMIRA WATER SOLUTIONS INC	46,560 LBS FERROUS CHLORIDE	\$10,642.38	\$56,333.67
	11/9/2023	110	9017808076		48,360 LBS FERROUS CHLORIDE	\$11,522.16	
	11/9/2023	110	9017808077		47,660 LBS FERROUS CHLORIDE	\$11,408.63	
	11/9/2023	110	9017808078		47,900 LBS FERROUS CHLORIDE	\$11,309.30	
	11/9/2023	110	9017808484		47,940 LBS FERROUS CHLORIDE	\$11,451.20	
185942	11/22/2023	173	18520	SYSTEMATES INC	PROJECTMATES SOFTWARE ANNUAL MAINTENANCE 1/1/24-12/31/24	\$43,338.75	\$43,338.75
185764	11/9/2023	173	10701688347	DELL MARKETING LP C/O DELL USA	10 LAPTOPS AND DESKTOPS	\$39,229.11	\$39,229.11
185960	11/30/2023		85664	BAILEY FENCE CO INC	SUPPLY & INSTALL NEW FENCING	\$38,456.90	\$38,456.90
185916	11/22/2023	173	1199961	KRONOS SAASHR INC	CREDIT: OPTIMUM WINDOWS	\$-1,837.65	\$35,962.35
	11/22/2023		12084972		UKG READY SUBSCRIPTION 08/01/23 - 07/31/24	\$37,800.00	
185974	11/30/2023	173	17001100060108	GE DIGITAL LLC	ANNUAL SCADA SOFTWARE SUPPORT	\$34,773.79	\$34,773.79
185949	11/22/2023	170	4538434	WESTERN ENERGY SYSTEMS	COGEN 2 PARTS FOR BLOCK REPLACEMENT	\$30,066.38	\$30,066.38
185808	11/9/2023	122	843799	WESTERN STATES OIL CO	5961 GALS UNDYED CARB ULTRA LOW DIESEL	\$29,687.74	\$29,687.74
185841	11/16/2023	110	927139	HASA INC	4656 GALS SODIUM HYPOCHLORITE	\$14,659.49	\$29,177.29
	11/16/2023	110	927446		4611 GALS SODIUM HYPOCHLORITE	\$14,517.80	
185824	11/16/2023	170	57488	CARBON ACTIVATED CORPORATION	GAS SKID MEDIA EXCHANGE	\$28,632.00	\$28,632.00
185791	11/9/2023	170	761520231031	PACIFIC GAS AND ELECTRIC	SERV TO 10/24/23 NEWARK PS	\$22,852.36	\$22,852.36
185980	11/30/2023	110	9017810233	KEMIRA WATER SOLUTIONS INC	46,720 LBS FERROUS CHLORIDE	\$11,280.92	\$22,717.92
	11/30/2023	110	9017810776		47,600 LBS FERROUS CHLORIDE	\$11,437.00	

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185886	11/22/2023	150	7633	CASA	ANNUAL MEMBERSHIP RENEWAL 1/1/24 - 12/31/24	\$22,145.00	\$22,145.00
185913	11/22/2023	110	9017809791	KEMIRA WATER SOLUTIONS INC	47,660 LBS FERROUS CHLORIDE	\$11,408.63	\$21,852.35
	11/22/2023	110	9017809987		48,240 LBS FERROUS CHLORIDE	\$10,443.72	
186016	11/30/2023	143	226352	WOODARD & CURRAN INC	ALVARADO BASIN CAPACITY & CONDITION	\$13,108.75	\$21,755.00
	11/30/2023	143	226368		ALVARADO BASIN CAPACITY & CONDITION	\$8,646.25	
185817	11/16/2023		B0BMTG	BENEFIT COORDINATORS CORP	DELTA DENTAL AND VSP STMT - NOV 2023	\$3,854.45	\$21,214.65
	11/16/2023		B0BPHP		DELTA DENTAL CLAIMS - OCT 2023	\$17,360.20	
185850	11/16/2023	170	2401044333	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$111.10	\$18,021.95
	11/16/2023	170	2401044342		ASTD PARTS & MATERIALS	\$266.27	
	11/16/2023		2401045523		1 ACUATOR	\$7,806.59	
	11/16/2023		2401045666		2 BEARINGS	\$1,585.71	
	11/16/2023	170	2401045831		1 ACTUATOR	\$8,252.28	
185885	11/22/2023	143	43117	CAROLLO ENGINEERS	PLANT MISCELLANEOUS IMPROVEMENTS	\$17,572.04	\$17,572.04
185897	11/22/2023	150	9006057	EAST BAY MUNI UTILITY DISTRICT	FY24 BACWA MEMBERSHIP AND SPECIAL PROGRAMS FEES	\$16,500.00	\$16,500.00
185835	11/16/2023	143	252399	FRANK A OLSEN COMPANY	MODIFY THE ALVARADO INFLUENT PUMP STATION HPU	\$15,283.50	\$15,283.50
185754	11/9/2023	143	11498577	BROWN & CALDWELL CONSULTANTS	STANDBY POWER SYSTEM UPGRADE	\$14,827.39	\$14,827.39
185832	11/16/2023	110	1425982	DEPARTMENT OF GENERAL SERVICES	SERV: SEP 2023 PLANT	\$14,048.32	\$14,048.32

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185900	11/22/2023	170	120988	ENVIRONMENTAL LOGISTICS INC	HAZARDOUS WASTE DISPOSAL	\$10,750.80	\$12,886.80
	11/22/2023	171	121175		8 - 55 GAL DRUMS FOR COOLANT CHANGE	\$1,212.00	
	11/22/2023	170	121176		HAZARDOUS MATERIALS WASTE PICKUP	\$924.00	
185972	11/30/2023	130	28838	FIELDMAN ROLAPP & ASSOCIATES	FINANCIAL ADVISORY SERVICES	\$10,377.50	\$12,795.00
	11/30/2023	130	28839		FINANCIAL ADVISORY SERVICES	\$2,417.50	
185854	11/16/2023	110	1781807	POLYDYNE INC	42,760 LBS CLARIFLOC WE-539	\$11,839.18	\$11,839.18
185846	11/16/2023	110	9017809191	KEMIRA WATER SOLUTIONS INC	45,960 LBS FERROUS CHLORIDE	\$10,656.56	\$10,656.56
185935	11/22/2023	170	013720231109	PACIFIC GAS AND ELECTRIC	SERV TO 11/02/23 BOYCE RD PS	\$2,838.90	\$10,226.50
	11/22/2023	170	140120231109		SERV TO 11/01/23 IRVINGTON PS	\$7,387.60	
186011	11/30/2023	110	470015237	USP TECHNOLOGIES	2180 GALS HYDROGEN PEROXIDE	\$10,049.80	\$10,049.80
185819	11/16/2023	143	11499290	BROWN & CALDWELL CONSULTANTS	DIGESTER EFFICIENCY EVALUATION	\$9,837.04	\$9,837.04
185782	11/9/2023		374322231101	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - NOV 2023	\$9,813.94	\$9,813.94
185862	11/16/2023	110	51583540	UNIVAR SOLUTIONS USA INC	4723.8 GALS SODIUM HYPOCHLORITE	\$9,652.37	\$9,652.37
185821	11/16/2023	150	309958	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - SEP 2023	\$5,246.72	\$9,579.52
	11/16/2023	150	309960		ETSU - SEP 2023	\$1,131.52	
	11/16/2023	150	309961		STANDBY POWER PROJECT - SEP 2023	\$3,201.28	
185881	11/22/2023		20231121	STATE OF CALIFORNIA	SALES & USE TAX 10/01/23 - 10/31/2023	\$9,453.10	\$9,453.10
185892	11/22/2023	150	20231001	CSDA CAL SPECIAL DIST ASSOC	2024 MEMBERSHIP RENEWAL	\$9,275.00	\$9,275.00

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185753	11/9/2023	121	381940	BRENNTAG PACIFIC INC	3317.6 LBS SODIUM HYDROXIDE	\$2,867.32	\$8,576.07
	11/9/2023	121	381941		6635.2 LBS SODIUM HYDROXIDE	\$5,708.75	
185951	11/30/2023	110	4071036120231122	ALAMEDA COUNTY WATER DISTRICT	SERV TO:11/21/23-BENSON ROAD	\$8,536.04	\$8,536.04
185968	11/30/2023	173	1856	CDW GOVERNMENT LLC	CO-TERM BLUEBEAM	\$500.00	\$8,432.00
	11/30/2023	173	90021		APC RENEWAL	\$7,932.00	
185953	11/30/2023	123	51518	ALLIED FLUID PRODUCTS CORP	200' OF 6" KANALINE HOSE	\$8,416.92	\$8,416.92
185765	11/9/2023	130	28733	FIELDMAN ROLAPP & ASSOCIATES	FINANCIAL ADVISORY SERVICES	\$8,329.00	\$8,329.00
185890	11/22/2023	170	20232892	COMPACTOR MANAGEMENT COMPANY	HEADWORKS RAG COMPACTOR MAINTENANCE	\$1,190.69	\$8,239.89
	11/22/2023	110	20232893		HAULING AND DISPOSAL OF SEWER DEBRIS	\$7,049.20	
185926	11/22/2023	170	40762477	MICRO MOTION INC	1 FLOWMETER	\$7,703.87	\$7,703.87
185803	11/9/2023		30088747	THE ADAM HILL COMPANY	10 LEADER HOSES	\$7,425.07	\$7,425.07
185795	11/9/2023		73992	R.D. KINCAIDE INC	14 PATCH KITS	\$6,944.03	\$6,944.03
185967	11/30/2023	143	43368	CAROLLO ENGINEERS	WAS THICKENERS	\$6,756.99	\$6,756.99
185932	11/22/2023	173	11882	OJO TECHNOLOGY INC	CENTRIFUGE FENCE CAMERAS	\$6,128.39	\$6,128.39
185934	11/22/2023	170	109019149	PACE SUPPLY CORP	2 TRERICE LT 3-WAY VALVE	\$6,091.25	\$6,091.25
185901	11/22/2023	173	1969	ETHOSOFT INC	X-LIMS ANNUAL MAINTENANCE 10/1/23 - 9/30/24	\$6,059.00	\$6,059.00
185814	11/16/2023	170	4017274120231106	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 9/7/2023 - 11/02/23 - FREMONT	\$5,843.39	\$5,843.39
185768	11/9/2023		330065	CITY OF FREMONT	SACGISA	\$5,745.70	\$5,745.70
185996	11/30/2023		74019	R.D. KINCAIDE INC	8 PATCH KITS	\$5,428.97	\$5,428.97

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185877	11/22/2023	121	385758	BRENNTAG PACIFIC INC	2296 LBS SODIUM HYDROXIDE	\$1,944.13	\$5,175.71
	11/22/2023	121	385759		1276 LBS SODIUM HYDROXIDE	\$1,080.44	
	11/22/2023	121	385760		2552 LBS SODIUM HYDROXIDE	\$2,151.14	
185799	11/9/2023	170	72196367	ROSEMOUNT MEASUREMENT INC	1 HEAT MIX 2 TEMPERATURE TRANSMITTERS	\$4,767.19	\$4,767.19
185956	11/30/2023	173	105715	AQUATIC INFORMATICS INC	WIMS ADVANCED TRAINING	\$4,596.00	\$4,596.00
185818	11/16/2023	173	9354415304	BRADY WORLDWIDE INC	LINK360 SUBSCRIPTION RENEWAL 12/1/2023-12/1/2024	\$4,237.89	\$4,237.89
185750	11/9/2023	122	37762	BAY COUNTIES DIESEL SERVICE	REPAIR TRUCK T3343	\$4,203.31	\$4,203.31
185997	11/30/2023	173	557427	REALVNC LIMITED	ANNUAL MAINTENANCE & SUPPORT 12/31/23-12/30/24	\$4,189.21	\$4,189.21
185907	11/22/2023	170	9870371326	GRAINGER INC	ASTD PARTS & MATERIALS	\$349.13	\$4,103.87
	11/22/2023	170	9870803609		ASTD PARTS & MATERIALS	\$324.22	
	11/22/2023		9872742623		CREDIT: ASTD PARTS & MATERIALS	\$-14.93	
	11/22/2023	122	9872900635		ASTD PARTS & MATERIALS	\$95.45	
	11/22/2023	170	9873322102		ASTD PARTS & MATERIALS	\$89.22	
	11/22/2023	170	9874990675		ASTD PARTS & MATERIALS	\$421.22	
	11/22/2023	170	9875045768		ASTD PARTS & MATERIALS	\$150.19	
	11/22/2023	170	9875045776		ASTD PARTS & MATERIALS	\$58.73	
	11/22/2023		9877072729		ASTD PARTS & MATERIALS	\$2,510.99	
	11/22/2023	170	9877291501		ASTD PARTS & MATERIALS	\$119.65	
185930	11/22/2023	143	80775	NACWA	NACWA CELT TRAINING	\$3,950.00	\$3,950.00

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185963	11/30/2023		B0BX1W	BENEFIT COORDINATORS CORP	DELTA DENTAL AND VSP STMT - DEC 2023	\$3,829.40	\$3,829.40
185927	11/22/2023	113	2365549792	MIELE PROFESSIONAL PRODUCTS	1 DISHWASHER PIPET RACK	\$3,826.41	\$3,826.41
185933	11/22/2023	173	10025860619	OPTIV SECURITY INC	KNOWBE4 RENEWAL	\$3,823.50	\$3,823.50
185805	11/9/2023		9947366870	VERIZON WIRELESS	WIRELESS SERV 09/21/23-10/20/23	\$1,006.30	\$3,801.59
	11/9/2023		9947366871		WIRELESS SERV 09/21/23-10/20/23	\$2,795.29	
186010	11/30/2023	136	316520231031	US BANK TREASURY MGMT SVCS	MONTHLY BANK SERVICES - OCT 2023	\$3,663.60	\$3,663.60
185865	11/16/2023	170	429381	VALLEY OIL COMPANY	8 DIESEL FUEL TANK TESTING 2023	\$3,600.00	\$3,600.00
185797	11/9/2023	120	916005468598	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - NOV 2023	\$3,598.46	\$3,598.46
185749	11/9/2023		20708982	AT&T	SERV: 09/20/23 - 10/19/23	\$28.38	\$3,542.17
	11/9/2023		20708984		SERV: 09/20/23 - 10/19/23	\$3,263.78	
	11/9/2023		20709006		SERV: 09/20/23 - 10/19/23	\$250.01	
185786	11/9/2023	170	16814104	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$982.45	\$3,489.98
	11/9/2023	170	16993571		ASTD PARTS & MATERIALS	\$1,942.18	
	11/9/2023		17032654		ASTD PARTS & MATERIALS	\$565.35	
185939	11/22/2023	132	53491	SLOAN SAKAI YEUNG & WONG LLP	SPECIAL COUNSEL SERVICES	\$3,433.50	\$3,433.50

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185839	11/16/2023	171	9861924687	GRAINGER INC	ASTD PARTS & MATERIALS	\$46.77	\$3,412.48
	11/16/2023	170	9864207742		ASTD PARTS & MATERIALS	\$123.64	
	11/16/2023	170	9864207759		ASTD PARTS & MATERIALS	\$155.40	
	11/16/2023		9864756706		ASTD PARTS & MATERIALS	\$2,039.25	
	11/16/2023	172	9864806014		ASTD PARTS & MATERIALS	\$78.02	
	11/16/2023		9864806022		ASTD PARTS & MATERIALS	\$123.87	
	11/16/2023	170	9864918041		ASTD PARTS & MATERIALS	\$83.23	
	11/16/2023	170	9866090948		ASTD PARTS & MATERIALS	\$323.35	
	11/16/2023		9868053647		ASTD PARTS & MATERIALS	\$137.35	
	11/16/2023	170	9868053654		ASTD PARTS & MATERIALS	\$227.45	
	11/16/2023	111	9868777534		ASTD PARTS & MATERIALS	\$68.25	
	11/16/2023	111	9869259797		ASTD PARTS & MATERIALS	\$5.90	
185959	11/30/2023	136	1514	BADAWI & ASSOCIATES	PROFESSIONAL AUDITING SERVICES	\$3,401.50	\$3,401.50
185908	11/22/2023		13764793	HACH COMPANY	1 PROBE	\$3,349.08	\$3,349.08
185831	11/16/2023		20231025	DALE HARDWARE INC	10/23 - ASTD PARTS & MATERIALS	\$3,244.23	\$3,244.23
185796	11/9/2023	170	69285	RAMOS OIL COMPANY INC	CREDIT: 2 TOTE DEPOSITS	\$-276.88	\$3,166.17
	11/9/2023	170	86369		275 GALS COOLANT	\$3,443.05	
185847	11/16/2023		513847	LUBRICATION ENGINEERS INC	GREASE	\$3,146.02	\$3,146.02
185884	11/22/2023	132	1115244	CAREERS IN GOVERNMENT INC	ANNUAL MEMBERSHIP	\$3,100.00	\$3,100.00

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185772	11/9/2023	170	97665654	H & E EQUIPMENT SERVICES INC	EQUIPMENT RENTAL 10/04/2023 - 10/31/2023	\$2,956.30	\$2,956.30
185751	11/9/2023	122	32964	BAYSCAPE LANDSCAPE MANAGEMENT	LANDSCAPE MAINTENANCE SERVICES - OCT 2023	\$2,925.00	\$2,925.00
185870	11/22/2023	170	4017275220231107	ALAMEDA COUNTY WATER DISTRICT	SERVICE PERIOD: 9/7/2023 TO 11/02/23	\$2,813.76	\$2,879.84
	11/22/2023	170	4017420220231107		SERV TO: 11/03/23 - FREMONT BLVD	\$66.08	
185903	11/22/2023	170	252462	FRANK A OLSEN COMPANY	10 6 X 6 EXPANSION JOINT FOR TPS PUMPS	\$2,832.81	\$2,832.81
185971	11/30/2023	143	3748445	DAILY JOURNAL CORPORATION	ALVARADO INFLUENT VALVE BOX REHABILITATION	\$2,116.80	\$2,774.30
	11/30/2023	143	3748446		AD: ALVARADO INFLUENT VALVE BOX REHABILITATION	\$657.50	
185815	11/16/2023	130	13QX66PGJMG9	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$43.59	\$2,673.73
	11/16/2023	122	14MN3VDY1FFN		ASTD OFFICE SUPPLIES	\$26.23	
	11/16/2023	122	1C1TD6LK1FHJ		ASTD OFFICE SUPPLIES	\$196.02	
	11/16/2023	170	1FRFV74X9Q9D		ASTD OFFICE SUPPLIES	\$803.47	
	11/16/2023	170	1FRFV74X9QD6		ASTD OFFICE SUPPLIES	\$803.47	
	11/16/2023	122	1H9G6L1V6H3H		ASTD OFFICE SUPPLIES	\$174.28	
	11/16/2023	171	1L7MDJLR13TY		ASTD OFFICE SUPPLIES	\$626.67	
185740	11/9/2023		20231031	AFLAC GROUP	GROUP INSURANCE - OCT 2023	\$2,669.28	\$2,669.28
185789	11/9/2023	170	144339	NEW IMAGE LANDSCAPING CO	LANDSCAPE MAINTENANCE - FMC - OCT	\$2,645.04	\$2,645.04
185982	11/30/2023	170	48260	KM&D MACHINE, INC	SITE WASTE HYD RAM REPAIR	\$2,542.00	\$2,542.00

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185771	11/9/2023		9857496245	GRAINGER INC	ASTD PARTS & MATERIALS	\$1,524.52	\$2,508.11
	11/9/2023	170	9858314926		ASTD PARTS & MATERIALS	\$117.68	
	11/9/2023	170	9860461582		ASTD PARTS & MATERIALS	\$44.22	
	11/9/2023	170	9860506907		ASTD PARTS & MATERIALS	\$170.80	
	11/9/2023		9860565788		ASTD PARTS & MATERIALS	\$650.89	
185912	11/22/2023	141	HXXR985	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - NOV 23	\$763.00	\$2,503.81
	11/22/2023	141	HYJC270		OFF-SITE STORAGE AND SERVICE - NOV 23	\$1,740.81	
185898	11/22/2023		10673	EAST BAY REGIONAL PARK DISTRIC	REFUND # 60714	\$2,500.00	\$2,500.00
185918	11/22/2023	173	30110FF	LOOKINGPOINT INC	SQL SERVER AZURE HIGH AVAILABILITY	\$2,490.00	\$2,490.00
185801	11/9/2023		761587480801	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAKROOM SUPPLIES	\$169.43	\$2,257.21
	11/9/2023		761587480802		JANITORIAL & BREAKROOM SUPPLIES	\$816.27	
	11/9/2023		761608844501		JANITORIAL & BREAKROOM SUPPLIES	\$58.41	
	11/9/2023		761654624201		JANITORIAL & BREAKROOM SUPPLIES	\$230.89	
	11/9/2023		761654624202		JANITORIAL & BREAKROOM SUPPLIES	\$254.14	
	11/9/2023		761682026601		JANITORIAL & BREAKROOM SUPPLIES	\$567.98	
	11/9/2023		761760442301		JANITORIAL & BREAKROOM SUPPLIES	\$86.82	
	11/9/2023		761760442302		JANITORIAL & BREAKROOM SUPPLIES	\$73.27	
185988	11/30/2023	170	17896186	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$1,936.79	\$2,243.41
	11/30/2023		17931420		ASTD PARTS & MATERIALS	\$306.62	

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185955	11/30/2023	120	17806	AMERICAN DISCOUNT SECURITY	10/01/23 - 10/31/23 GUARD AT DISTRICT	\$2,168.10	\$2,168.10
186007	11/30/2023		20631928	TELEDYNE ISCO INC	SAMPLING SUPPLIES	\$2,167.38	\$2,167.38
185746	11/9/2023	170	169L3MQR67YP	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$32.95	\$2,140.45
	11/9/2023	120	1K9MV696YH7H		ASTD OFFICE SUPPLIES	\$197.14	
	11/9/2023	130	1PL9YKKC73H3		ASTD OFFICE SUPPLIES	\$60.45	
	11/9/2023	132	1Q7VNHPHXLRP		ASTD OFFICE SUPPLIES	\$24.35	
	11/9/2023	130	1VH6P1HN37Y7		ASTD OFFICE SUPPLIES	\$997.86	
	11/9/2023	120	1VK4M69CC71G		ASTD OFFICE SUPPLIES	\$348.81	
	11/9/2023	120	1YWMX7434PXQ		ASTD OFFICE SUPPLIES	\$478.89	
185917	11/22/2023	132	3590010423	LIEBERT CASSIDY WHITMORE	COACHES TRAINING OCTOBER 2023	\$2,087.50	\$2,087.50
185760	11/9/2023	132	281024	CLAREMONT BEHAVIORAL SERVICES	SEP 2023 EAP PREMIUMS	\$667.00	\$2,019.40
	11/9/2023	132	281856		OCT 2023 EAP PREMIUMS	\$676.20	
	11/9/2023	132	282790		NOV 2023 EAP PREMIUMS	\$676.20	
185888	11/22/2023		186478365	COLORADO WASHINGTON INC COMCAST OF	FIBER INTERNET BACKUP - NOV 2023	\$2,010.71	\$2,010.71
185741	11/9/2023	170	9142349787	AIRGAS NCN	5 CY ARGON	\$1,915.03	\$1,915.03
185820	11/16/2023		114051	BRUCE BARTON PUMP SERVICE INC	2 SUMP PUMPS	\$1,887.18	\$1,887.18
185856	11/16/2023	122	106077	PRIME MECHANICAL SERVICE INC	SERVICE CALL: BLDG 82 CONDENSER REFRIGERANT LEAK	\$1,863.83	\$1,863.83
185773	11/9/2023	170	3T3372	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$1,859.41	\$1,859.41

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185872	11/22/2023		149J36QPGYQL	AMAZON.COM LLC	2 - CANISTER WIPES ANTI-BACTERIAL TOTAL SOLUTIONS SPE	\$40.30	\$1,824.19
	11/22/2023	170	17K94WCFYJQV		ASTD OFFICE SUPPLIES	\$21.02	
	11/22/2023		1D1PRH7RXPDW		1 SUMP PUMP	\$1,064.30	
	11/22/2023	170	1XFWHR3FH4LK		ASTD OFFICE SUPPLIES	\$157.74	
	11/22/2023		1XWMGN93G47Q		ASTD PPE SUPPLIES	\$540.83	
185851	11/16/2023	170	963562390	MSA SAFETY SALES	2 SENSORS	\$1,763.21	\$1,763.21
185852	11/16/2023	170	096020231107	PACIFIC GAS AND ELECTRIC	SERV TO 10/30/23 CATHODIC PROJECT	\$48.53	\$1,645.60
	11/16/2023	170	380420231106		SERV TO 10/30/23 CHERRY ST PS	\$672.73	
	11/16/2023	170	666720231107		SERV TO 10/30/23 PASEO PADRE PS	\$547.23	
	11/16/2023	170	898220231107		SERV TO 10/30/23 FREMONT PS	\$377.11	
185989	11/30/2023	171	2487772	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - NOV 2023	\$1,635.19	\$1,635.19
185976	11/30/2023		9880952776	GRAINGER INC	ASTD PARTS & MATERIALS	\$1,587.62	\$1,587.62
185957	11/30/2023		5180271195	ARAMARK	UNIFORM LAUNDERING & RUGS	\$548.40	\$1,551.36
	11/30/2023		5180271196		UNIFORM LAUNDERING SERVICE	\$908.97	
	11/30/2023	122	5180271197		ASTD DUST MOPS, WET MOPS & TERRY	\$93.99	
185943	11/22/2023	170	439758205	TERMINIX COMMERCIAL	PEST CONTROL	\$182.00	\$1,506.00
	11/22/2023	170	439760334		PEST CONTROL	\$148.00	
	11/22/2023	170	439760335		PEST CONTROL	\$1,176.00	
185961	11/30/2023	136	2522591205	BANK OF NEW YORK	OCT 2023 SERVICE FEES	\$1,414.29	\$1,414.29

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185992	11/30/2023	122	211	NORCAL DIESEL SOLUTIONS	OPACITY TESTING	\$1,385.00	\$1,385.00
185954	11/30/2023	170	116XRM74JFDJ	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$327.63	\$1,380.32
	11/30/2023	170	1391YXNMDCCJ		ASTD OFFICE SUPPLIES	\$167.46	
	11/30/2023	110	1FC39QL1D9X9		ASTD OFFICE SUPPLIES	\$219.24	
	11/30/2023	170	1MQ64DXHN76G		ASTD OFFICE SUPPLIES	\$41.54	
	11/30/2023		1N319R7VMPLY		PPE: 12 SAFETY GLASSES	\$90.96	
	11/30/2023	130	1PTKQC994CXM		ASTD OFFICE SUPPLIES	\$371.69	
	11/30/2023		1TWKHRF171WL		ASTD OFFICE SUPPLIES	\$36.95	
	11/30/2023	144	1X3TMW4971WN		ASTD OFFICE SUPPLIES	\$52.68	
	11/30/2023	171	1YWNC7YW1L1M		ASTD OFFICE SUPPLIES	\$72.17	
185873	11/22/2023		5180268677	ARAMARK	UNIFORM LAUNDERING & RUGS	\$508.57	\$1,371.59
	11/22/2023		5180268678		UNIFORM LAUNDERING SERVICE	\$863.02	
185909	11/22/2023		3T3828	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$1,341.64	\$1,341.64
185876	11/22/2023	144	18421480	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$96.80	\$1,339.98
	11/22/2023	143	18428340		6 INK CARTRIDGES	\$1,275.13	
	11/22/2023	110	C18354660		CREDIT - WALL CLOCK	\$-31.95	
185816	11/16/2023		5180266516	ARAMARK	UNIFORM LAUNDERING & RUGS	\$561.41	\$1,330.25
	11/16/2023		5180266517		UNIFORM LAUNDERING SERVICE	\$674.85	
	11/16/2023	122	5180266518		ASTD DUST MOPS, WET MOPS & TERRY	\$93.99	

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185747	11/9/2023		122390	AMERICAN TEXTILE & SUPPLY INC	40 GRIME WIPER 25LB RAGBALE RAGS	\$1,313.05	\$1,313.05
185794	11/9/2023	170	40285	PROTECTION ENGINEERING	55 GAL DRUM SOLVENT MEK	\$1,249.45	\$1,249.45
185869	11/22/2023	170	5503522331	AIRGAS NCN	CYLINDER RENTAL	\$1,229.83	\$1,229.83
185889	11/22/2023	170	20231101	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,227.30	\$1,227.30
185919	11/22/2023	173	30210MASA	LOOKINGPOINT INC	LOOKINGPOINT NEXT CARE RENEWAL	\$1,225.00	\$1,225.00
185948	11/22/2023	113	8814331049	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$51.45	\$1,201.09
	11/22/2023	113	8814343866		LAB SUPPLIES	\$91.65	
	11/22/2023	113	8814348253		LAB SUPPLIES	\$794.33	
	11/22/2023	113	8814380996		LAB SUPPLIES	\$132.70	
	11/22/2023	113	8814487356		LAB SUPPLIES	\$130.96	
185849	11/16/2023	170	16209038	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$713.63	\$1,194.21
	11/16/2023		17094192		ASTD PARTS & MATERIALS	\$296.89	
	11/16/2023		17186107		ASTD PARTS & MATERIALS	\$113.31	
	11/16/2023	122	17411943		ASTD PARTS & MATERIALS	\$70.38	
185840	11/16/2023	170	3T3528	HARRINGTON INDUSTRIAL PLASTICS	1 VALVE	\$1,128.42	\$1,128.42
185952	11/30/2023	170	5698097001	ALAMEDA ELECTRICAL DISTR. INC.	ASTD ELECTRICAL SUPPLIES	\$1,126.01	\$1,126.01

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185924	11/22/2023	170	17037288	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$84.77	\$1,082.02
	11/22/2023		17629515		ASTD PARTS & MATERIALS	\$265.09	
	11/22/2023	170	17650967		ASTD PARTS & MATERIALS	\$564.86	
	11/22/2023	170	17722311		ASTD PARTS & MATERIALS	\$106.95	
	11/22/2023	170	17845591		ASTD PARTS & MATERIALS	\$60.35	
185855	11/16/2023	130	289664	PRESTIGE LENS LAB	SAFETY GLASSES - ROJO	\$247.47	\$1,069.73
	11/16/2023	111	289781		SAFETY GLASSES - COGGINS	\$485.58	
	11/16/2023	144	289811		SAFETY GLASSES - MARASIGAN	\$336.68	
185958	11/30/2023		20793019	AT&T	SERV: 10/10/23 - 11/09/23	\$1,065.20	\$1,065.20
185766	11/9/2023	170	252394	FRANK A OLSEN COMPANY	ASTD DEZURIK CHAIN WHEEL SUPPLIES	\$1,065.06	\$1,065.06
185757	11/9/2023	173	21396	CDW GOVERNMENT LLC	OFFSITE STORAGE OVERAGES	\$1,048.00	\$1,048.00
185929	11/22/2023		106650	MUNIQUEIP, LLC	1 SHAFT SLEEVE	\$1,043.08	\$1,043.08
185823	11/16/2023	173	6005939299	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$597.73	\$1,015.48
	11/16/2023	173	6005940265		MTHLY MAINTENANCE BASED ON USE	\$417.75	
186012	11/30/2023	113	8814511371	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$299.93	\$1,015.01
	11/30/2023	113	8814528850		LAB SUPPLIES	\$648.50	
	11/30/2023		8814562662		LAB SUPPLIES	\$66.58	

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185983	11/30/2023	110	20231128	MARCUS LEE	EXP REIMB: RECOGNITION MEALS FOR TPO	\$592.34	\$973.34
	11/30/2023	110	20231128.1		EXP REIMB: CWEA/CASA INNOVATIVE TECHNOLOGY SEMINAR	\$215.00	
	11/30/2023	110	20231128.2		EXP REIMB: WEF/CWEA MEMBERSHIP	\$166.00	
185973	11/30/2023	143	330146	CITY OF FREMONT	PERMIT: IRVINGTON BASIN RCP REHABILITATION	\$933.45	\$933.45
185874	11/22/2023	173	604501	AVERTIUM LLC	VULNERABILITY SCANNER	\$911.00	\$911.00
185748	11/9/2023		5180263582	ARAMARK	UNIFORM LAUNDERING & RUGS	\$413.64	\$898.18
	11/9/2023		5180263583		UNIFORM LAUNDERING SERVICE	\$484.54	
186008	11/30/2023		13084208	TRIMBLE INC	6 BATTERIES	\$897.23	\$897.23
185813	11/16/2023	170	9143464845	AIRGAS NCN	2 CY ARGON	\$890.42	\$890.42
185825	11/16/2023	122	335582	CENTERVILLE LOCKSMITH	SERVICE: REKEY CYLINDER	\$193.23	\$888.08
	11/16/2023	170	335697		SERVICE: INSTALL NEW LOCKS RESTROOM & ELECTRICAL SUBPANEL	\$694.85	
185739	11/9/2023	143	22318885	ABC IMAGING, INC	ALVARADO INFLUENT VALVE BOX REHABILITATION	\$876.45	\$876.45
185931	11/22/2023		20231031	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - OCT 2023	\$867.86	\$867.86
185880	11/22/2023	143	91377701	CALIFORNIA SURVEYING DRAFTING	GPS EQUIPMENT RENTAL	\$866.58	\$866.58
185822	11/16/2023	113	713438	CALTEST ANALYTICAL LABORATORY	11 LAB SAMPLE ANALYSIS	\$827.10	\$827.10
186002	11/30/2023	170	413421	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$825.28	\$825.28

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185848	11/16/2023	113	2310474A	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$38.00	\$814.50
	11/16/2023	113	2310A33		LAB SAMPLE ANALYSIS	\$183.50	
	11/16/2023	113	2310A35		LAB SAMPLE ANALYSIS	\$218.00	
	11/16/2023	113	2310E72		LAB SAMPLE ANALYSIS	\$375.00	
185838	11/16/2023	122	1841099863	GOODYEAR COMM TIRE & SERV CTRS	4 TIRES	\$812.59	\$812.59
185928	11/22/2023	170	2401045467	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$810.54	\$810.54
185866	11/16/2023	113	8814395079	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$512.35	\$783.68
	11/16/2023	113	8814407679		LAB SUPPLIES	\$57.87	
	11/16/2023		8814417855		LAB SUPPLIES	\$213.46	
185925	11/22/2023	170	231151	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - NOV 2023	\$772.91	\$772.91
185938	11/22/2023	123	136122201001	SITEONE LANDSCAPE SUPPLY, LLC	8 BULK FILL SAND	\$772.48	\$772.48
185762	11/9/2023	172	20231101	CWEA	1 CERT & 3 MEMBERSHIP RENEWALS - FMC 4 EMPLOYEES	\$766.00	\$766.00
185883	11/22/2023	170	10010125548	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$757.85	\$757.85
185893	11/22/2023	120	20231116	CWEA	5 CERT & 1 MEMBERSHIP RENEWALS - CS 6 EMPLOYEES	\$741.00	\$741.00
185834	11/16/2023		11140	ENERGY CHOICE INC	2 FILTER CARTRIDGES WITH O-RING	\$740.66	\$740.66
185914	11/22/2023	170	406661	KLEEN BLAST ABRASIVES	BLASTING MATERIALS	\$729.87	\$729.87
185777	11/9/2023	170	549142	US AUTO SUPPLY	ASTD PARTS & MATERIALS	\$658.67	\$715.20
	11/9/2023	170	549982		ASTD PARTS & MATERIALS	\$56.53	

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185923	11/22/2023	113	2310H44	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$360.00	\$704.00
	11/22/2023	113	2310H46		LAB SAMPLE ANALYSIS	\$80.00	
	11/22/2023	113	2310K66		LAB SAMPLE ANALYSIS	\$264.00	
185744	11/9/2023		5677132002	ALAMEDA ELECTRICAL DISTR. INC.	ASTD ELECTRICAL SUPPLIES	\$85.45	\$703.89
	11/9/2023		5677132003		ASTD ELECTRICAL SUPPLIES	\$448.98	
	11/9/2023		5677132004		ASTD ELECTRICAL SUPPLIES	\$169.46	
186005	11/30/2023	114	0268501	SWRCB - STATE WATER RESOURCES	NPDES SW CONSTRUCTION CGO - INDEX # 544473	\$683.20	\$683.20
185977	11/30/2023		3T3987	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$664.03	\$664.03
185790	11/9/2023	170	20231107	CHRIS PACHMAYER	EXP REIMB: RECOG LUNCH FOR FMC	\$636.42	\$636.42
185763	11/9/2023	171	20231101.1	CWEA	3 CERT & 1 MEMBERSHIP RENEWALS - FMC 4 EMPLOYEES	\$633.00	\$633.00
186000	11/30/2023	170	494323	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$631.28	\$631.28
185793	11/9/2023	170	106130	PRIME MECHANICAL SERVICE INC	PREVENTATIVE MAINT - AIR FILTERS - BOYCE	\$620.00	\$620.00
185780	11/9/2023	132	20231107	KATHLEEN KING	EXP REIMB: CALGOVHR CONFERENCE REGISTRATION	\$599.00	\$599.00
185945	11/22/2023	122	111392	TRI-SIGNAL INTEGRATION INC	SERVICE: PROGRAMMING CHANGE FOR NODE 83	\$585.00	\$585.00
185756	11/9/2023	143	91372217	CALIFORNIA SURVEYING DRAFTING	GPS EQUIPMENT RENTAL	\$577.72	\$577.72
185755	11/9/2023	170	54003560	BURLINGAME ENGINEERS INC	SBS MILTON ROY 3/4" BACK PRESSURE VALVE	\$559.52	\$559.52
185975	11/30/2023	120	484998551	GLACIER ICE COMPANY INC	248 5-LB CUBE OF ICE	\$541.64	\$541.64
185830	11/16/2023	123	60224440001	CRESCO EQUIP RENTALS & AFFIL	1 12" BRUSH CHIPPER	\$532.73	\$532.73
185758	11/9/2023		48285	DAN CHAU	REFUND # 60683	\$500.00	\$500.00

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185769	11/9/2023		44102	JEFF GARNES	REFUND # 60696	\$500.00	\$500.00
185781	11/9/2023		30323	TIMOTHY LIN	REFUND # 60690	\$500.00	\$500.00
185787	11/9/2023		49436	MR. ROOTER	REFUND # 60689	\$500.00	\$500.00
185798	11/9/2023		49461	ROOTER HERO	REFUND # 60687	\$500.00	\$500.00
185809	11/9/2023		49417	WIZARD PLUMBING AND DRAIN	REFUND # 60688	\$500.00	\$500.00
185867	11/16/2023		49476	WILLIAM WALITSCH	REFUND # 60703	\$500.00	\$500.00
185902	11/22/2023		49480	EXCALIBUR ROOTER & PLUMBING	REFUND # 60715	\$500.00	\$500.00
185911	11/22/2023		49468	LUIS HURTADO	REFUND # 60717	\$500.00	\$500.00
185915	11/22/2023		46198	KRIS CONSTRUCTION	REFUND # 60709	\$500.00	\$500.00
185944	11/22/2023		49402	RAVI THIRUVEEDHULA	REFUND # 60716	\$500.00	\$500.00
185981	11/30/2023		49471	KING KONG PLUMBING	REFUND # 60725	\$500.00	\$500.00
185984	11/30/2023		39972	ERENDIRA LOZA	REFUND # 60713	\$500.00	\$500.00
185993	11/30/2023		37918	YAMEI OU	REFUND # 60722	\$500.00	\$500.00
185844	11/16/2023		768520231027	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - OCT 2023	\$495.17	\$495.17
185828	11/16/2023	170	808116	CORE & MAIN LP	ASTD PARTS & MATERIALS	\$478.44	\$478.44
185859	11/16/2023	123	54678	SCHAA'S LAWNMOWER SALES & SERV	ASTD PARTS & MATERIALS	\$119.07	\$474.81
	11/16/2023	123	54689		ASTD PARTS & MATERIALS	\$355.74	
185964	11/30/2023	110	18437000	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$31.95	\$468.64
	11/30/2023	130	18447930		ASTD OFFICE SUPPLIES	\$436.69	

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185906	11/22/2023	144	4089330302	GLACIER ICE COMPANY INC	208 5-LB CUBE OF ICE	\$461.78	\$461.78
185969	11/30/2023	170	1063	CITY MICROSCOPE	LAB MICROSCOPE ANNUAL SERVICE	\$460.00	\$460.00
185937	11/22/2023		2168192002	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$38.08	\$437.74
	11/22/2023		2171629001		ASTD ELECTRICAL SUPPLIES	\$137.50	
	11/22/2023		2171629002		ASTD ELECTRICAL SUPPLIES	\$171.86	
	11/22/2023		2171772001		ASTD ELECTRICAL SUPPLIES	\$24.23	
	11/22/2023		2171772002		ASTD ELECTRICAL SUPPLIES	\$66.07	
185784	11/9/2023	113	2310570	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$124.00	\$424.50
	11/9/2023	113	2310817		LAB SAMPLE ANALYSIS	\$216.50	
	11/9/2023	113	2310A34		LAB SAMPLE ANALYSIS	\$84.00	
185998	11/30/2023	111	1691132108	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: W. COGGINS	\$207.06	\$423.66
	11/30/2023	121	8201153306		SAFETY SHOES: M. LOPEZ	\$216.60	
185770	11/9/2023	136	225001	GFOA-GOV FIN OFFICERS ASSOC	MEMBERSHIP RENEWAL - B BRO TARLO	\$267.50	\$402.50
	11/9/2023	136	3128513		ANNUAL GOVERNMENTAL GAAP UPDATE ENCORE	\$135.00	
185792	11/9/2023	172	289604	PRESTIGE LENS LAB	SAFETY GLASSES - HOVEY	\$398.70	\$398.70
185986	11/30/2023	113	2310K59	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$351.50	\$370.50
	11/30/2023	113	2310N88		LAB SAMPLE ANALYSIS	\$19.00	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185806	11/9/2023	113	8814353512	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$189.90	\$364.76
	11/9/2023	113	8814368158		LAB SUPPLIES	\$77.06	
	11/9/2023	113	8814374657		LAB SUPPLIES	\$33.23	
	11/9/2023	113	8814374658		LAB SUPPLIES	\$64.57	
185887	11/22/2023	150	25330	CITYLEAF INC	PLANT MAINTENANCE - NOV 2023	\$361.65	\$361.65
185807	11/9/2023	171	20231107	WEF-WATER ENVIRONMENT FED	WEF MEMBERSHIP E SEPULVEDA	\$361.00	\$361.00
185936	11/22/2023		189725	PREFERRED ALLIANCE INC	OCT 2023 SERVICE FEE	\$359.58	\$359.58
185812	11/16/2023	144	73520	ABACUS PRODUCTS INC	100 WATERPROOF DIGITAL THERMOMETERS	\$326.72	\$326.72
185979	11/30/2023		605297775	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$324.61	\$324.61
185896	11/22/2023	123	231104281101	DIRECT LINE TELERESPONSE	MONTHLY SERVICE NOV 2023	\$324.00	\$324.00
185921	11/22/2023	170	771094217	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - OCT 2023	\$311.00	\$311.00
185891	11/22/2023	173	30691348	CORELOGIC INFORMATION SOLUTION	REALQUEST SWM RENEWAL	\$309.00	\$309.00
185922	11/22/2023	170	771091390	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - SEP 2023	\$301.32	\$301.32
186001	11/30/2023		189853	ROADSAFE TRAFFIC SYSTEMS, INC	4 CS MARKING PAINT	\$293.64	\$293.64
185899	11/22/2023	172	90154221490	ENTERPRISE GOV 43-1514861	RENTAL: G. RUIZ, RALEIGH, NC	\$273.90	\$273.90
185783	11/9/2023		5735083	MALLORY SAFETY AND SUPPLY LLC	CREDIT: 1 PR HIP BOOTS	\$-266.47	\$267.89
	11/9/2023		5743211		CALIBRATION GAS	\$330.75	
	11/9/2023		5750243		48 PR GLOVES	\$203.61	
185940	11/22/2023	111	20231120	SWRCB - STATE WATER RESOURCES	GRADE V OPERATOR CERTIFICATE RENEWAL - FULKERSON	\$255.00	\$255.00

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185985	11/30/2023	170	20231128	SCOTT MARTIN	RETIREMENT GIFT - 17 YEARS OF SERVICE	\$255.00	\$255.00
185767	11/9/2023	122	107108	FREMONT TEST ONLY	ANNUAL SMOG TESTING - VEHICLE T1306	\$50.00	\$250.00
	11/9/2023	122	107110		ANNUAL SMOG TESTING - VEHICLE T1361	\$50.00	
	11/9/2023	122	107115		ANNUAL SMOG TESTING - VEHICLE T1303	\$50.00	
	11/9/2023	122	107121		ANNUAL SMOG TESTING - VEHICLE T1337	\$50.00	
	11/9/2023	122	107142		ANNUAL SMOG TESTING - VEHICLE T1268	\$50.00	
185845	11/16/2023	173	6079391	INTRADO LIFE & SAFETY INC	E911 ANNUAL SUBSCRIPTION	\$250.00	\$250.00
185878	11/22/2023	123	20231116	STEVE BULLIS	EXP REIMB: LODGING & PER DIEM - TV OPERATOR CLASS	\$239.88	\$239.88
185894	11/22/2023	121	20231120	MANUEL DEL TORO	TRAVEL REIMB: CCTV TRAINING LODGING & PER DIEM	\$239.88	\$239.88
185774	11/9/2023	170	3T3167	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$229.63	\$229.63
185802	11/9/2023	173	20231108	RUFUS TAI	EXP REIMB: CISA LICENSE & MEMBERSHIP	\$225.00	\$225.00
185804	11/9/2023	136	98XW53413	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 10/14/23	\$215.29	\$215.29
185843	11/16/2023	132	20231109	MEGAN HICKS	EXP REIMB:COVID-19 REAPID TESTS	\$211.68	\$211.68
185905	11/22/2023	122	107583	FREMONT TEST ONLY	ANNUAL SMOG TESTING - VEHICLE T1372	\$50.00	\$200.00
	11/22/2023	122	107605		ANNUAL SMOG TESTING - VEHICLE T1382	\$50.00	
	11/22/2023	122	107618		ANNUAL SMOG TESTING - VEHICLE T1374	\$50.00	
	11/22/2023	122	107706		ANNUAL SMOG TESTING - VEHICLE T1340	\$50.00	
185991	11/30/2023		15741	MUNICIPAL MAINT EQUIPMENT INC	VACTOR PARTS	\$196.99	\$196.99
185863	11/16/2023	136	98XW53423	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 10/21/23	\$192.61	\$192.61

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185826	11/16/2023	143	20231114	RAYMOND CHAU	EXP REIMB: PE LICENSE RENEWAL	\$180.00	\$180.00
185904	11/22/2023	123	27646	FREMONT RECYCLING & TRANSFER	1.17 TON GREEN WASTE	\$165.00	\$165.00
185860	11/16/2023	141	20231031	SPOK INC	NOV 2023 PAGER SERVICE	\$159.45	\$159.45
185875	11/22/2023	170	11888	BACKFLOW TEAM, LLC	NPS BACKFLOW TEST 2023- SF WATER	\$153.00	\$153.00
185837	11/16/2023	136	266669	GFOA-GOV FIN OFFICERS ASSOC	MEMBERSHIP - P. JONES	\$150.00	\$150.00
185778	11/9/2023	172	20231103	ISA	MEMBERSHIP FEE: R. GUERRERO	\$140.00	\$140.00
185999	11/30/2023		125628	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE DEC 2023	\$139.90	\$139.90
185950	11/30/2023	122	9143938548	AIRGAS NCN	ASTD PARTS & MATERIALS	\$137.31	\$137.31
185833	11/16/2023	144	20231114	ALICIA DUTROW	EXP REIMB: LIBRARY OUTREACH BACKDROP	\$5.51	\$133.43
	11/16/2023	144	20231114.1		EXP REIMB: POLO EMBROIDERY W/ NEW LOGO	\$127.92	
185962	11/30/2023	122	27253000	BECK'S SHOES	SAFETY SHOES: L. CARDENAS	\$132.12	\$132.12
186017	11/30/2023	113	2311076	ZALCO LABORATORIES INC	LAB ANALYSIS	\$125.00	\$125.00
185946	11/22/2023	136	98XW53433	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 10/28/23	\$119.94	\$119.94
185776	11/9/2023	123	561162	HULBERT LUMBER SUPPLY	ASTD LUMBER SUPPLIES	\$117.41	\$117.41
185853	11/16/2023	171	20231109	CHRISTOPHER PARKER	EXP REIMB: MILEAGE	\$111.22	\$111.22
185759	11/9/2023	171	1904358211	CINTAS CORPORATION	2 JACKETS FOR KIM	\$102.09	\$102.09
185990	11/30/2023	170	5548	MORSE HYDRAULICS USA LLC	ASTD PARTS & MATERIALS	\$100.71	\$100.71
185836	11/16/2023	122	107390	FREMONT TEST ONLY	ANNUAL SMOG TESTING - VEHICLE T1328	\$50.00	\$100.00
	11/16/2023	122	107409		ANNUAL SMOG TESTING - VEHICLE T1359	\$50.00	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185879	11/22/2023	120	2024033	CALIFORNIA REGIONAL CGA	STAKEHOLDER ANNUAL MEMBERSHIP 01/01/24-12/31/24	\$100.00	\$100.00
186003	11/30/2023	170	85340220231121	SAN FRANCISCO WATER DEPT	SERVICE 10/20/23 - 11/20/23	\$89.42	\$89.42
185742	11/9/2023	170	4088644120231024	ALAMEDA COUNTY WATER DISTRICT	SERV: 8/22/2023 TO 10/20/23 - BOYCE ROAD	\$85.20	\$85.20
185871	11/22/2023	170	5690946001	ALAMEDA ELECTRICAL DISTR. INC.	ASTD ELECTRICAL SUPPLIES	\$79.50	\$79.50
185800	11/9/2023	123	54535	SCHAA'S LAWNMOWER SALES & SERV	1 SCABBARD PLASTING PRUNING SAW	\$15.38	\$78.50
	11/9/2023	123	54548		1 PRIMER PUMP AND FUEL FILTER	\$63.12	
185868	11/16/2023	171	10841636	WESTERN TOOL & SUPPLY CO	ASTD PARTS & MATERIALS	\$75.70	\$75.70
185966	11/30/2023	143	91379165	CALIFORNIA SURVEYING DRAFTING	GPS SURVEY EQUIPMENT RENTAL	\$75.00	\$75.00
185882	11/22/2023	132	694590	STATE OF CALIFORNIA	2 NEW HIRE FINGERPRINT	\$64.00	\$64.00
185829	11/16/2023	110	20231115	MITCHELL COSTELLO	EXP REIMB: RECOGNITION	\$62.93	\$62.93
185965	11/30/2023	114	18428380	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$55.66	\$55.66
185738	11/9/2023		12895	A.S.I. CYBER CONCEPTS	E-WASTE RECYCLING	\$50.00	\$50.00
185743	11/9/2023	171	20231103	ALAMEDA COUNTY WATER DISTRICT	ANNUAL BACKFLOW TESTER APPROVAL - NOGEL & SEPULVEDA	\$50.00	\$50.00
186009	11/30/2023	136	98XW53443	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 11/04/23	\$47.82	\$47.82
185827	11/16/2023	171	1904372456	CINTAS CORPORATION	1 PP SUMMER JACKET FOR SHONG	\$44.40	\$44.40
185861	11/16/2023	130	20231108	ARIEL TEIXEIRA	EXP REIMB: SNACKS FOR FAST MTG	\$42.65	\$42.65
186015	11/30/2023	122	2874507001	WHCI PLUMBING SUPPLY CO	ASTD PARTS & MATERIALS	\$38.79	\$38.79
186004	11/30/2023		2171629004	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$34.38	\$34.38
185752	11/9/2023	110	18391420	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$31.95	\$31.95

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185947	11/22/2023		9948132252	VERIZON WIRELESS	WIRELESS SERV 10/02/23-11/01/23	\$21.06	\$21.06
185858	11/16/2023		20231110	NASIHA RAHMAN	EXP REIMB: LDP SUPPLIES	\$17.98	\$17.98
185745	11/9/2023	170	5297886	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$4.54	\$4.54

Invoices:

Credit Memos :	5	-2,427.88
\$0 - \$1,000 :	277	85,182.21
\$1,000 - \$10,000 :	105	383,376.00
\$10,000 - \$100,000 :	56	1,423,662.76
Over \$100,000 :	13	14,607,467.82
Total:	456	16,497,260.91

Checks:

\$0 - \$1,000 :	128	51,396.21
\$1,000 - \$10,000 :	103	366,812.83
\$10,000 - \$100,000 :	38	1,366,390.77
Over \$100,000 :	13	14,712,661.10
Total:	282	16,497,260.91

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EARTHTALK

Apps To Help You Save The Planet

BY EIDAN MIANA

Dear EarthTalk: What are some apps that help individuals save the planet?

— Robert E., via email

Most of us spend upwards of three hours on our smartphones every day. Much of our phone time is spent messaging friends and family, scrolling through social media feeds, watching video shorts and playing mindless games—but what if we could use it more productively to help save the planet? Not surprisingly, there are dozens of apps out there designed to solve environmental issues. Whether you want to cut your carbon footprint, reduce

food waste, or save water, there's an app (or two) out there for it.

One of the hottest sustainability-oriented apps out there these days is Too Good to Go, which connects customers to restaurants and stores that have surplus unsold food that can be procured for significantly discounted prices. The Olio app works along similar lines—connecting neighbors with each other and with local businesses to share surplus food. Olio can be used to find new owners for your old non-food items as well, keeping more stuff in use and out of landfills.

Eco-conscious fashionistas can rejoice over how the Good On You app allows them to check on the sustainability records and ethical stances of more than 3,000 different fashion brands. The app is a great companion on clothes shopping excursions; you can look

up different brands as you browse and make purchasing decisions accordingly. Over a million users worldwide also use the app to discover alternative ethical and sustainable fashion brands that they might not have ever heard about otherwise. Another app focused on the intersection of sustainability and fashion, ThreadUp, offers users the ability to quickly list used clothing items for sale so others can appreciate them. Who knew thrifting was actually eco-friendly?

If you're worried about pollutants and irritants in your

personal care and beauty products, Think Dirty might just be the app for you. Scan the barcode from any health and beauty product on the store shelf through the app and find out what ingredients are in it so you can determine whether or not to buy/use it.

Of course, there are lots of apps out there to help you reduce your carbon footprint. One of the most engaging is Oroeco. Use this app to track your life activities, such as what you eat, how you get around, etc. and see how much climate impact you have. You can also compete with other users—and earn badges—in friendly competitions to “gamify” your impact reduction efforts. Another favorite is Giki Zero, which provides users with a free and personalized guide—based on answers you provide about your lifestyle—on how to reduce your carbon footprint.

Saving water is becoming increasingly important in this warming-fueled drought-stricken age we are in now. The Waterprint app allows users to conveniently track their water usage and compete with friends. Users list the products they buy, and the water footprint of each product is then used to calculate

their water usage. Competing with friends provides a strong incentive to reduce unnecessary water usage, which helps to improve water sustainability around the world.

Who knew that our smartphones could be such important tools for saving the planet?

ONLINE CONTACTS

- Olio <https://olioapp.com/en/>
- Good On You <https://goodonyou.eco/>
- Think Dirty www.thinkdirtyapp.com
- Too Good to Go www.toogoodtogo.com/en-us
- Waterprint <https://devpost.com/software/waterprint>
- Oroeco www.oroeco.org

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With the Too Good To Go app, you can help save the world's food waste problem and eat like a king for a pittance. Photo Credit: Pexels.com.

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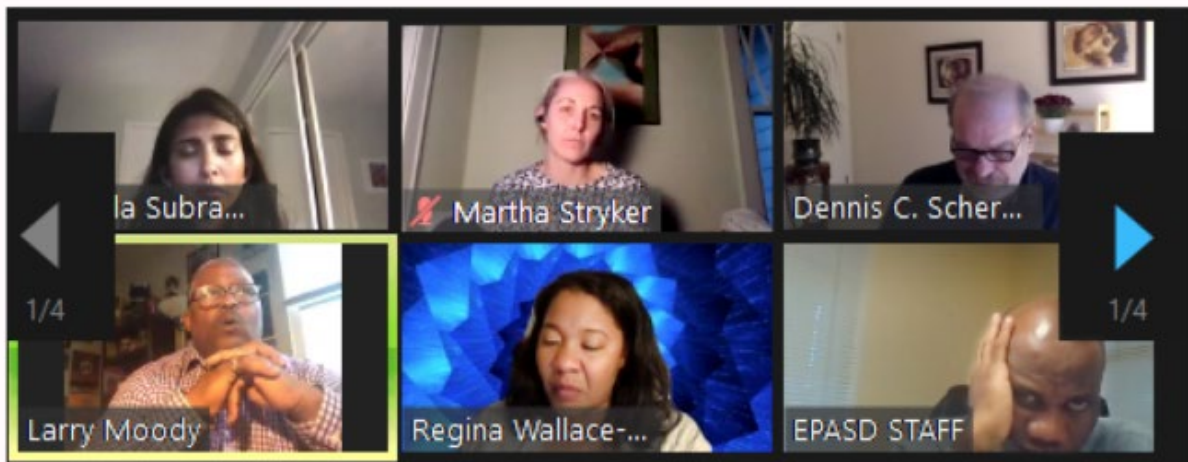
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CNSB #3751978

East Palo Alto Sanitary District loses its independence; city will take control of sewer system

November 20, 2023 2:27 pm



The East Palo Alto Sanitary District board meeting via Zoom in 2020.

BY EMILY MIBACH

Daily Post Staff Writer

A countywide agency that oversees local government agencies has decided that the city of East Palo Alto should take over the scandal-ridden East Palo Alto Sanitary District, which has dragged its feet at making renovations that would allow new development.

The crux of the issue is that the sewer agency's five-member board has, by refusing to upgrade sewers, become a land-use agency, deciding which projects can be built and which ones will die.

This led to the city and sewer district being at odds for years. East Palo Alto City Manager Melvin Gaines and Mayor Lisa Gauthier both told the LAFCo board on Wednesday that the city has tried to work with the sewer district but to little avail.

They also pointed out that the sewer district has effectively blocked development projects that the city council, residents and other city commissions have painstakingly vetted. Examples include the Primary School campus slated for Weeks Street, a new campus for the Ravenswood Health Clinic, Sobrato's new office building for Donohoe Street and University Avenue and a housing and office project for 2331 University Ave.

This led to the city and developers asking the San Mateo County Local Agency Formation Commission, called LAFCo, to conduct a review of the sewer district and see whether the district should stay as is, or be run by the city. LAFCo is a state-mandated agency and its board consists of members of the public and elected officials. The agency reviews and approves jurisdictional boundary changes including annexations. LAFCo also decides whether cities can combine police or fire departments, for instance.

The LAFCo board held a meeting in East Palo Alto on Wednesday and unanimously decided the sewer district ought to be part of the city.

But it's not a done deal. For 30 days after the board's vote, any side of the conflict can ask the board to reconsider based on new or additional information that LAFCo's board didn't consider at the hearing, according to LAFCo Executive Director Rob Bartoli.

How it could get to the voters

After that 30-day window, landowners or ratepayers can protest LAFCo's decision. If 25% of voters or landowners in the district object to the takeover, residents will go to the ballot box to decide the fate of the district.

A group called "Residents for an Independent Sanitary District" has filed forms with the county to raise money for a campaign, but the latest filing shows that no money has been raised yet. The group also wrote a letter to LAFCo objecting to the possibility of the city running the district. The 11 signers of the letter are Webster Lincoln, Niambi Lincoln, Grant Blackburn, Sharifa Wilson, Chuck Bernstein, David Rages, Edrick Haggans, Elizabeth Jackson, Angah Miessi, Jerry Chang and Gail Wilkerson.

But if neither of those things happens, then East Palo Alto officials will work with sewer district employees on the transition. The city plans to have West Bay Sanitary District, which already covers a portion of town, contract with the city to run the day-to-day operations of the sewer district.

An unsigned statement sent to the Post by the sewer district says the city seeks to “incentivize developers at the expense of current residents” and unfairly shift the cost of increasing sewer capacity for new development onto current ratepayers. The sewer district says its current connection fee of \$14,464 per dwelling unit, or equivalent, will “eventually pay for system expansion.”

Rates could increase by \$839

However, a report attached to the city’s application says the highest the average residential sewer bill will go during a 5-year period is up to \$839 annually.

City officials have expressed a desire to increase the cost to \$690 annually once taking over the district and 5% annually in the years to follow. The sewer district in 2019 approved the rate hike but never went through with charging it.