

**CUPERTINO SANITARY DISTRICT
SANITARY BOARD MEETING
WEDNESDAY, JULY 17, 2024**

AGENDA

The meeting will be held in person at 7:00 p.m. in the Stevens Creek Office Center, Suite 100, 20863 Stevens Creek Boulevard, Cupertino, California and via virtual teleconference.

Anyone interested may attend in person, by phone [call 1 (866) 899 - 4679 Conference Access Code: 251566821], or virtually <https://global.gotomeeting.com/join/251566821>.

1. ROLL CALL

Director David Doyle plans to attend remotely from 1050 Bedford Road, Washington, Indiana 47501.

2. PUBLIC COMMENTS

This portion of the meeting is reserved for persons desiring to address the board on any matter not on the agenda. Speakers are limited to three (3) minutes.

All statements requiring a response will be referred to staff for further action. In most cases, state law will prohibit the board from making any decisions with respect to a matter not listed on the agenda.

3. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District and the City of Milpitas v. The City of San Jose, The City of Santa Clara and Does 1 through 50 inclusive.

4. MINUTES & BILLS

- A. APPROVAL OF THE MINUTES OF JUNE 19, 2024
- B. APPROVED MINUTES OF MAY 15, 2024
- C. APPROVAL OF FINANCIAL STATEMENTS AND BILLS
- D. TIMESHEETS

5. CORRESPONDENCE

- A. EMAIL: CUPERTINO ROTARY - FALL FESTIVAL - SAVE THE DATE - SATURDAY, SEPTEMBER 14
- B. CITY OF CUPERTINO NOTICE OF PUBLIC HEARING – TO CONSIDER APPLICATION NO.S MCA-2023-001, SPA-2023-001, Z-2024-001, CP-2024-002, EA-2024-001

6. MEETINGS

- A. CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY (CSRMA) RISK MANAGEMENT SEMINAR TO BE HELD WEDNESDAY, JULY 31, 2024 IN MONTEREY, CA
- B. CALIFORNIA ASSOCIATION OF SANITATION AGENCIES (CASA) ANNUAL CONFERENCE TO BE HELD JULY 31, TO AUGUST 2, 2024 IN MONTEREY, CA

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- C. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT TECHNICAL ADVISORY COMMITTEE (TAC) TO BE HELD ON MONDAY, AUGUST 5, 2024
- D. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT ADVISORY COMMITTEE (TPAC) TO BE HELD ON THURSDAY, AUGUST 8, 2024

7. REPORTS

- A. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT TECHNICAL ADVISORY COMMITTEE (TAC) HELD ON MONDAY, JULY 8, 2024 WAS CANCELED.
- B. CALIFORNIA ALLIANCE FOR SEWER SYSTEM EXCELLENCE (CASSE) TELECONFERENCE HELD WEDNESDAY, JULY 10, 2024
- C. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT ADVISORY COMMITTEE (TPAC) HELD ON THURSDAY, JULY 11, 2024 WAS CANCELED.

8. UNFINISHED BUSINESS

- A. 2022-2023 FISCAL YEAR AUDIT
- B. CRISTO REY ODOR CONTROL PLAN

9. NEW BUSINESS

- A. RESOLUTION NO. 1348 - AMENDED
- B. MCCLELLAN INSTALLER'S AGREEMENT
- C. SEWER PUSH CAMERA PURCHASE REQUEST

10. STAFF REPORT

- A. FUTURE DEVELOPMENT PROJECTS
- B. MONTHLY MAINTENANCE SUMMARY

11. CALENDAR ITEMS

- A. NEXT REGULAR DISTRICT BOARD MEETING IS TO BE HELD ON WEDNESDAY, AUGUST 7, 2024

12. ADJOURNMENT

Item 4.A

CUPERTINO SANITARY DISTRICT BOARD MEETING WEDNESDAY, JUNE 19, 2024

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:00 p.m. This meeting was conducted at the District office at 20863 Stevens Creek Blvd, Suite 100, Cupertino. Participation was also available via videoconference.

1. ROLL CALL:

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

Board Members present: Angela Chen, Bill Bosworth, Patrick Kwok, Taghi Saadati, and David Doyle

Staff present: District Manager Benjamin Porter, District Administrative Assistant Frankie Martinez, and Counsel Marc Hynes.

Public Present: None

2. PUBLIC COMMENTS:

There were none.

3. PUBLIC HEARING:

A. The Board conducted a public hearing on Accepting Report on Rates and Charges and Collection on Tax Roll for Fiscal Year 2024-2025.

1. Manager Porter presented the Rates and Charges to the Board.
2. President Chen opened the public hearing at 7:08 pm. There were no public comments.
3. President Chen closed the public hearing at 7:08 pm.
4. On motion by Director Saadati, seconded by Director Kwok, by a vote of 5-0-0, the Board approved Resolution No. 1350, Confirming Report on Rates and Charges for Services and Facilities Furnished by the District and Delinquent Rates and Charges for the Cupertino Sanitary District for Fiscal Year 2024-2025.
5. On motion by Director Saadati, seconded by Director Bosworth, by a vote of 5-0-0, the Board approved Resolution No. 1351, Providing for the Collection of Rates and Charges for Services and Facilities Furnished by the District and Delinquent Rates and Charges for FY 2024-2025.

CUPERTINO SANITARY DISTRICT BOARD MEETING
WEDNESDAY, JUNE 19, 2024

4. CLOSED SESSION:

President Chen adjourned the regular meeting session and opened the closed session at 7:10 p.m. Manager Porter, and Administrative Clerk Martinez were excused from the closed session.

- A. Conference with legal counsel – Existing Litigation in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

Board action: There was no reportable action.

President Chen adjourned the closed session at 7:42 p.m. and the regular meeting was called to order. District Manager Porter and Administrative Clerk Martinez rejoined the regular meeting.

5. MINUTES & BILLS:

- A. Approval of the Regular Meeting Minutes of May 15, 2024

On a motion by Director Saadati, seconded by Director Bosworth, by a vote of 5-0-0, the minutes of the Regular Meeting held on Monday, May 15, 2024, were approved as written.

- B. Approved Regular Meeting Minutes of May 1, 2024

By consensus, the Minutes of Wednesday, May 1, 2024, are to be Noted & Filed.

- C. Approval of Financial Statements and Bills

On a motion by Director Bosworth, seconded by Director Doyle, by a vote of 5-0-0, the financial statements and warrants were approved.

- D. Timesheets

The Board submitted their June timesheets to District Manager Porter.

6. CORRESPONDENCE:

- A. Email: Registrar of Voters – Official Fees Schedule Effective July 1, 2024

Note & File

- B. Adopted FY2025 LAFCO Budget

Note & File

CUPERTINO SANITARY DISTRICT BOARD MEETING
WEDNESDAY, JUNE 19, 2024

7. MEETINGS:

On a motion by Director Bosworth, seconded by Director Kwok, by a vote of 5-0-0, the Board amended the agenda to add CSRMA Board meeting to be held June 20, 2024. President Chen plans to attend.

- A. The regular meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) scheduled for Monday, July 8, 2024, has been canceled.
- B. Staff plans to attend the California Alliance for Sewer System Excellence (CASSE) teleconference held on Wednesday, July 10, 2024.
- C. The regular meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) scheduled for Thursday, July 11, 2024, has been canceled.

8. REPORTS:

- A. Director Bosworth reported on the California Special Districts Association meeting held on June 3, 2024.
- B. Manager Porter reported on the regular meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) held on Monday, June 10, 2024.
- C. Manager Porter reported on the California Alliance for Sewer System Excellence (CASSE) teleconference held on Wednesday, June 12, 2024.
- D. Director Kwok reported on the regular meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) held on Thursday, June 13, 2024.

9. UNFINISHED BUSINESS:

- A. 2024-2025 Fiscal Year Budget

Manager Porter presented the 2024-2025 Fiscal Year Budget to the Board. On a motion by Director Saadati, seconded by Director Kwok, by a vote of 5-0-0, the budget was approved as written.

10. NEW BUSINESS:

- A. 2022-2023 Fiscal Year Audit

Manager Porter reported on the status of completion of the 2022-2023 Fiscal Year Audit. The audit is almost complete.

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11. STAFF REPORT

A. Future Development Projects

Manager Porter reported on the status of future development projects.

B. Monthly Maintenance Summary

Manager Porter reported on the monthly maintenance. The Board discussed grease in the sewer lines. Staff was instructed to enforce the District Ordinance and give customers a warning when grease is found in the sewer line.

12. CALENDAR ITEMS

- A. The next regular District Board Meeting is scheduled to be held on Wednesday, July 3, 2024. By consensus, this meeting was canceled.

13. ADJOURNMENT:

On a motion properly made and seconded, at 9:00 p.m. the meeting was adjourned.

Secretary of the Sanitary Board

President of the Sanitary Board

CUPERTINO SANITARY DISTRICT BOARD MEETING
WEDNESDAY, MAY 15, 2024

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:00 p.m. This meeting was conducted at the District office at 20863 Stevens Creek Blvd, Suite 100, Cupertino. Participation was also available via videoconference.

1. ROLL CALL:

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

Board Members present: Angela Chen, Bill Bosworth, Patrick Kwok, Taghi Saadati, and David Doyle

Staff present: District Manager Benjamin Porter, Associate Sanitary Engineer Abby Yung, and Counsel Marc Hynes.

Public Present: None

2. PUBLIC COMMENTS:

There were none.

3. PUBLIC HEARING:

A. The Board conducted a public hearing on the Proposed Sanitary Sewer Service Charge Increase for Fiscal Year 2024-2025.

1. Manager Porter presented the rate study.
2. President Chen opened the public hearing. The Board reviewed written correspondence. There were no public comments.
3. President Chen closed the public hearing.
4. The Board discussed the proposed new sewer rate increase not to exceed 5%.
5. On motion by Director Bosworth, seconded by Director Kwok, by a vote of 5-0-0, the Board approved Ordinance No. 132, Amending Sections 7301, 7302 and 7303 of Chapter VII of the Cupertino Sanitary District Operations Code Relating to Sewer Service Charges. The new sewer service rates will take effect, beginning July 1, 2024.
6. On motion by Director Bosworth, seconded by Director Kwok, by a vote of 5-0-0, the Board approved Resolution No. 1349, Fixing Time and Place for Public Hearing on Report on Rates and Collection on Tax Roll for FY 2024-25. The public hearing is set to take place on Wednesday, June 19, 2024, in the District office.

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4. CLOSED SESSION:

President Chen adjourned the regular meeting session and opened the closed session at 7:04 p.m. Manager Porter, and Associate Sanitary Engineer Yung were excused from the closed session.

- A. Conference with legal counsel – Existing Litigation in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

Board action: There was no reportable action.

President Chen adjourned the closed session at 7:13 p.m. and the regular meeting was called to order. District Manager Porter, and Associate Sanitary Engineer Yung rejoined the regular meeting.

5. MINUTES & BILLS:

- A. Approval of the Regular Meeting Minutes of May 1, 2024

On a motion by Director Saadati, seconded by Director Bosworth, by a vote of 5-0-0, the minutes of the Regular Meeting held on Monday, May 1, 2024, were approved as written.

- B. Approved Regular Meeting Minutes of April 17, 2024

By consensus, the Minutes of Wednesday, April 17, 2024, are to be Noted & Filed.

- C. Approval of Financial Statements and Bills

On a motion by Director Doyle, seconded by Director Bosworth, by a vote of 5-0-0, the financial statements and warrants were approved.

- D. Timesheets

The Board submitted their May timesheets to District Manager Porter.

6. CORRESPONDENCE:

- A. Email: Registrar of Voters – Notification/Review Needed: County of Santa Clara Proposed Updated Fees Schedule

Note & File

CUPERTINO SANITARY DISTRICT BOARD MEETING
WEDNESDAY, MAY 15, 2024

7. MEETINGS:

- A. Manager Porter plans to attend the regular meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) scheduled for Monday, May 20, 2024.
- B. Director Kwok plans to attend the regular meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) scheduled for Thursday, May 23, 2024.
- C. Director Bosworth plans to attend the California Special Districts Association meeting to be held June 3, 2024.

8. REPORTS:

- A. Manager Porter reported on the California Alliance for Sewer System Excellence (CASSE) teleconference held on Wednesday, May 8, 2024.

9. UNFINISHED BUSINESS:

There was none.

10. NEW BUSINESS:

- A. McClellan Lot Split

Staff reported the check was received Friday, May 10, however, the bonds and other required documents are not yet prepared. There is a request to change the Installer's name from Speed Construction and Development to Alpha McClellan, LLC. All documents are expected to be ready for review by the end of May, aiming to be presented to the Board for approval at the first meeting of June.

11. STAFF REPORT

- A. Future Development Projects

Engineer Yung reported on the status of future development projects.

- B. Monthly Maintenance Summary

Manager Porter reported on the monthly maintenance.

12. CALENDAR ITEMS

- A. The next regular District Board Meeting is scheduled to be held on Wednesday, June 5, 2024. Director Doyle will attend remotely.
- B. California Sanitation Risk Management Authority (CSRMA) Seminar and California Association of

CUPERTINO SANITARY DISTRICT BOARD MEETING
WEDNESDAY, MAY 15, 2024

Sanitation Agencies (CASA) 2024 Annual Conference to be held July 31-August 2, 2024 in Monterey, CA

All five Board members plan to attend both the seminar and conference. District Manger Porter will attend the conference. District Counsel does not plan to attend.

13. ADJOURNMENT:

On a motion properly made and seconded, at 7:57 p.m. the meeting was adjourned.

Secretary of the Sanitary Board

President of the Sanitary Board

CUPERTINO SANITARY DISTRICT
MONTHLY FINANCIAL REPORT THROUGH JUNE 2024
12th Month of Operations (100% into FY Operations)
FISCAL YEAR: July 1, 2023 to June 30, 2024

EXPENSE SUMMARY REPORT

Account Name	Account Number	BUDGET	Prior Expenses	Amount Payable	Total To Date Expenses	Remaining Balance	% Expended To Date	Comments
JUNE SERVICES								
OPERATING EXPENSES								
Loan Payments	41000	\$1,200,063	\$1,199,562.50	\$0.00	\$1,199,562.50	\$500.00	100.0%	Payment Due 7/15/24
Directors Fees	41030	\$38,000	\$29,888.58	\$2,145.16	\$32,033.74	\$5,966.26	84.3%	On Target
Gasoline, Oil & Fuel	41060	\$4,000	\$3,237.46	\$0.00	\$3,237.46	\$762.54	80.9%	None this month
Insurance	41060	\$170,000	\$175,403.68	\$1,181.20	\$176,584.88	-\$6,584.88	103.9%	Dooley Insurance (August Coverage)
Memberships	41080	\$57,000	\$41,543.08	\$9,486.93	\$51,030.01	\$5,969.99	89.5%	LAFCO FY2024-25 Membership
Office Rent	41090	\$4,800	\$4,400.00	\$400.00	\$4,800.00	\$0.00	100.0%	On Target
Operating Expenses	41100	\$3,000	\$1,765.95	\$49.90	\$1,815.85	\$1,184.15	60.5%	District Website Domain Renewal
Operating Expenses - Credit Card Transaction Fees	41100-1	\$6,000	\$3,934.35	\$613.30	\$4,547.65	\$1,452.35	75.8%	Credit Card Processing Fees - June
Contractual Services:								
Outfall Maintenance	41113	\$180,000	\$74,186.00	\$0.00	\$74,186.00	\$105,814.00	41.2%	None this month
T.P. Oper. & Maint.	41114	\$7,241,534	\$7,241,534.50	\$0.00	\$7,241,534.50	-\$0.50	100.0%	Paid in full this fiscal year
Professional Services:								
Management Services	41121	\$575,000	\$434,655.28	\$46,782.39	\$481,437.67	\$93,562.33	83.7%	Under budget; unencumbered balance allocated to New WDRs and Engineering Services
SSMP Certification and Implementation	41121	\$50,000	\$88,985.11	\$16,994.99	\$105,980.10	-\$55,980.10	212.0%	New Waste Discharge Requirements (WDR) Implementation - head start on 2024/2025 activities
Engineering Services	41122	\$1,400,000	\$1,303,774.34	\$153,914.73	\$1,457,689.07	-\$57,689.07	104.1%	On Target
Peak Flow Reduction	41122-1	\$200,000	\$106,750.05	\$2,020.81	\$108,770.86	\$91,229.14	54.4%	Flow model calibration
Plan Ckg. & Insp.	41123	\$300,000	\$164,583.30	\$18,737.77	\$183,321.07	\$116,678.93	61.1%	On Target
Legal - Consultant Services	41124	\$18,000	\$13,200.00	\$2,600.00	\$15,800.00	\$2,200.00	87.8%	Richard Tanaka - Consulting services for April 2024 to June 2024
Legal - District Counsel	41124	\$60,000	\$38,067.00	\$4,068.00	\$42,135.00	\$17,865.00	70.2%	District Counsel - Legal Services through July 11, 2024
Legal - Common Interest Group (CuSD Advance Pay)	41124	\$1,404,000	\$729,373.27	\$0.00	\$729,373.27	\$674,626.73	51.9%	None this month
Legal - Common Interest Group (CuSD Share)	41124	\$396,000	\$240,337.18	\$0.00	\$240,337.18	\$155,662.82	60.7%	None this month
Audit	41125	\$13,800	\$0.00	\$14,460.00	\$14,460.00	-\$660.00	104.8%	Audit Fees for FY2022-2023
Printing & Publications	41130	\$32,000	\$11,076.20	\$9,265.28	\$20,341.48	\$11,658.52	63.6%	Printing & Publication for Resolution 134 and Ordinance 132
Repair and Maintenance								
Repairs	41150	\$200,000	\$120,170.50	\$1,834.66	\$122,005.16	\$77,994.84	61.0%	On target; unencumbered balance to cover Maintenance overage
Maintenance	41151	\$3,985,000	\$3,598,979.21	\$415,169.27	\$4,014,148.48	-\$29,148.48	100.7%	On target
Travel & Meetings Staff	41170	\$15,000	\$9,626.81	\$0.00	\$9,626.81	\$5,373.19	64.2%	None this month
Travel & Meetings BOD	41170	\$18,000	\$15,116.24	\$0.00	\$15,116.24	\$2,883.76	84.0%	None this month
Utilities	41190	\$70,000	\$77,168.63	\$7,617.83	\$84,786.46	-\$14,786.46	121.1%	Electricity and water at pump stations
Refunds & Reimbursements:								
Miscellaneous	41201	\$50,000	\$2,500.00	\$0.00	\$2,500.00	\$47,500.00	5.0%	None this month
Connection Fees	41202	\$2,000	\$0.00	\$0.00	\$0.00	\$2,000.00	0.0%	None to date
Checking & Inspection	41203	\$3,000	\$0.00	\$0.00	\$0.00	\$3,000.00	0.0%	None to date
Emergency Funds	48000	\$250,000	\$86,011.32	\$9,337.46	\$95,348.78	\$154,651.22	38.1%	District Staff - Stoppage Response; Two emergencies from Able
Consolidated Election	48001	\$0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	None this fiscal year
TOTAL OPERATING EXPENSES		\$17,946,197	\$15,815,830.54	\$716,679.68	\$16,532,510.22	\$1,413,686.29	92.1%	
CAPITAL EXPENSES								
District Sewer Capital & Support	46041	\$1,250,000	\$752,932.80	\$41,216.40	\$794,149.20	455,850.80	63.5%	Significant Defect Repair; Pump Station Assessment
District Sewer Capital & Support - VTA	46041	\$4,200,000	\$5,016,155.60	\$0.00	\$5,016,155.60	(816,155.60)	119.4%	None this month
Treatment Plant Capital	46042	\$3,379,003	\$3,352,909.00	\$0.00	\$3,352,909.00	26,094.00	99.2%	Paid in full this fiscal year
Outfall Capital	46042	\$200,000	\$17,484.76	\$0.00	\$17,484.76	182,515.24	8.7%	None this month
District Equipment	46043	\$150,000	\$109,911.31	\$17,986.78	\$127,898.09	22,101.91	85.3%	Shape Inc. - Rebuild Pump for Forum 1 PS; Spare parts for use at pump stations
Replacement Fund	46044	\$300,000	\$0.00	\$0.00	\$0.00	300,000.00	0.0%	
TOTAL CAPITAL EXPENSES		\$9,479,003	\$9,249,393.47	\$59,203.18	\$9,308,596.65	\$170,406.35	98.2%	
TOTAL EXPENSES		\$27,425,200	\$25,065,224.01	\$775,882.86	\$25,841,106.87	\$1,584,092.64	94.2%	

CUPERTINO SANITARY DISTRICT
MONTHLY FINANCIAL REPORT THROUGH JUNE 2024
12th Month of Operations (100% into FY Operations)
 FISCAL YEAR: July 1, 2023 to June 30, 2024
REVENUE SUMMARY REPORT

Account Name	Account Number	BUDGET	Prior Receipts	Current Month Receipts June Receipts	Total Amount Received	Remaining Balance to Collect	% Earned To Date	Comments
OPERATING REVENUES								
Service Charges								
Handbilling	31010	\$480,160.00	\$513,498.30	\$0.00	\$513,498.30	(\$33,338.30)	106.9%	None this month
Tax Roll	31010	\$19,632,750.00	\$11,534,557.38	\$8,328,340.87	\$19,862,898.25	(\$230,148.25)	101.2%	2nd Installment for FY23-24
Permit Fees	31020	\$100,000.00	\$104,185.66	\$8,843.11	\$113,028.77	(\$13,028.77)	113.0%	Twenty-two payments received this month; Two hundred thirty-seven payments received to date
Connection Fees	31031	\$600,000.00	\$24,790.64	\$0.00	\$24,790.64	\$575,209.36	4.1%	None this month; Two payments received to date
Capacity Fees	31032	\$450,000.00	\$20,276.48	\$172.00	\$20,448.48	\$429,551.52	4.5%	One payment received this month; Five payments received to date
Pump Zone Fees	31033	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.0%	None to date
Checking & Inspection Fees	31040	\$300,000.00	\$94,400.00	\$9,400.00	\$103,800.00	\$196,200.00	34.6%	Twenty-three payments received this month; Two hundred sixty-five payments received to date
Annexation	32010	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.0%	None to date
Interest	32050	\$200,000.00	\$386,177.05	\$86,573.81	\$472,750.86	(\$272,750.86)	236.4%	FY2023-24 Q3 Final
City of San Jose Credit(s)	32091	\$500,000.00	\$1,887,302.00	\$0.00	\$1,887,302.00	(\$1,387,302.00)	377.5%	None this month
Legal - Common Interest Group (Tributaries)								
Legal - Common Interest Group (2% Admin Fees)	32902.1	\$1,404,000.00	\$2,997,454.22	\$40,474.87	\$3,037,929.09	(\$1,633,929.09)	216.4%	Received from BSD, WVSD - for Common Interest Group (April Billing)
Refunds/Reimbursements - Misc.	32902.2	\$28,000.00	\$60,360.74	\$826.02	\$61,186.76	(\$33,186.76)	218.5%	Received from BSD, WVSD - for Common Interest Group (April Billing)
Refunds/Reimbursements - VTA	32091	\$10,000.00	\$910.25	\$0.00	\$910.25	\$9,089.75	9.1%	None this month
Lateral Construction	46041	\$4,200,000.00	\$6,482,252.90	\$0.00	\$6,482,252.90	(\$2,282,252.90)	154.3%	None this month
	32093	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0.0%	None to date
TOTAL OPERATING REVENUE		\$27,942,410.00	\$24,106,165.62	\$8,474,630.68	\$32,580,796.30	(\$4,638,386.30)	116.60%	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	Reserve Account
TOTAL OPERATING REVENUE		\$27,942,410.00	\$24,106,165.62	\$8,474,630.68	\$32,580,796.30	(\$4,638,386.30)	116.60%	

CASH ACCOUNT SUMMARY

Date	Operating Fund	Replacement Fund	Comingled Fund	Cal Bank Trust Acct	Loan Balance with interest *	Net Cash
July 31, 2023	\$14,509,668.38	\$3,900,000.00	\$10,609,668.38	\$691,180.19	\$810,984.12	\$16,011,832.68
August 31, 2023	\$14,864,331.97	\$3,900,000.00	\$10,964,331.97	\$703,447.48	\$812,362.81	\$16,380,142.26
September 30, 2023	\$13,321,040.33	\$3,900,000.00	\$9,421,040.33	\$718,176.53	\$813,654.68	\$14,852,871.54
October 31, 2023	\$10,772,401.74	\$3,900,000.00	\$6,872,401.74	\$732,376.85	\$805,078.21	\$12,309,856.79
November 30, 2023	\$9,423,404.17	\$3,900,000.00	\$5,523,404.17	\$745,110.87	\$806,391.34	\$10,974,906.37
December 31, 2023	\$7,933,341.48	\$3,900,000.00	\$4,033,341.48	\$754,768.94	\$714,573.06	\$9,402,683.48
January 31, 2024	\$19,957,519.95	\$3,900,000.00	\$16,057,519.95	\$772,453.30	\$715,881.69	\$21,445,854.93
February 29, 2024	\$19,393,838.38	\$3,900,000.00	\$15,493,838.38	\$782,768.60	\$716,960.21	\$20,893,567.18
March 31, 2024	\$19,695,745.15	\$3,900,000.00	\$15,795,745.15	\$799,520.69	\$718,040.35	\$21,213,306.19
April 30, 2024	\$15,949,048.08	\$3,900,000.00	\$12,049,048.08	\$812,269.38	\$719,234.12	\$17,480,551.58
May 31, 2024	\$15,409,747.92	\$3,900,000.00	\$11,509,747.92	\$838,236.79	\$720,300.96	\$16,968,285.67
June 30, 2024	\$22,496,728.48	\$3,900,000.00	\$18,596,728.48	\$853,250.89	\$721,265.92	\$24,071,245.29

FOR CAL BANK SUMMARY, SEE ATTACHED DETAIL.

CALIFORNIA BANK AND TRUST ACCOUNT SUMMARY AS OF 06/30/24

Cal Bank Activities				Total Interest Earned or Refund Received from CSJ	Interest or Refund Prorated to Loan Balance	Loan Balance w/Interest	Interest or Refund Prorated to \$600K District Savings	District Portion of Savings Balance	Total Savings balance	Checking Acct Balance (Credit Card Payments Received)	TOTAL AT CAL BANK
No.	Payee	Date	Check Amount								
						\$10,000,000.00			\$10,000,000.00		\$10,000,000.00
1001	San Jose	10/16/19	\$2,180,309.00			\$7,819,691.00			\$7,819,691.00		\$7,819,691.00
1002	San Jose	10/16/19	\$29,515.44			\$7,790,175.56			\$7,790,175.56		\$7,790,175.56
1003	Tesco	11/20/19	\$17,707.00			\$7,772,468.56			\$7,772,468.56		\$7,772,468.56
1004	Shape	11/20/19	\$108,814.78			\$7,663,653.78			\$7,663,653.78		\$7,663,653.78
1005	Tesco	12/18/19	\$169,018.00			\$7,494,635.78			\$7,494,635.78		\$7,494,635.78
1006	Con Quest	12/18/19	\$385,242.58	\$30,683.35	\$30,683.35	\$7,140,076.55			\$7,140,076.55		\$7,140,076.55
1007	San Jose	01/15/20	\$6,966,355.00			\$173,721.55			\$173,721.55		\$173,721.55
	Interest through 3/31/20			\$6,823.36	\$6,823.36	\$180,544.91			\$180,544.91		\$180,544.91
	Deposit	04/16/20				\$180,544.91		\$600,000.00	\$780,544.91	\$2,996.28	\$783,541.19
	Balance as of 5/30/2020			\$179.37	\$41.50	\$180,586.41	\$137.87	\$600,137.87	\$780,724.28	\$5,744.81	\$786,469.09
	Balance as of 6/30/2020			\$197.98	\$45.80	\$180,632.21	\$152.18	\$600,290.05	\$780,922.26	\$31,953.57	\$812,875.83
	Balance as of 7/31/2020			\$191.84	\$44.37	\$180,676.58	\$147.47	\$600,437.52	\$781,114.10	\$37,732.75	\$818,846.85
	Balance as of 8/31/2020			\$154.53	\$35.74	\$180,712.33	\$118.79	\$600,556.30	\$781,268.63	\$48,220.05	\$829,488.68
	Balance as of 9/30/2020			\$25.62	\$5.93	\$180,718.25	\$19.69	\$600,576.00	\$781,294.25	\$56,059.22	\$837,353.47
	Balance as of 10/31/2020			\$25.62	\$5.93	\$180,724.18	\$19.69	\$600,595.69	\$781,319.87	\$67,713.45	\$849,033.32
	Balance as of 11/30/2020			\$26.47	\$6.12	\$180,730.30	\$20.35	\$600,616.04	\$781,346.34	\$80,097.89	\$861,444.23
	Balance as of 12/31/2020			\$26.47	\$6.12	\$180,736.42	\$20.35	\$600,636.39	\$781,372.81	\$89,436.48	\$870,809.29
	Balance as of 1/31/2021			\$24.83	\$5.74	\$180,742.17	\$19.09	\$600,655.47	\$781,397.64	\$99,672.14	\$881,069.78
	Balance as of 2/28/2021			\$23.98	\$5.55	\$180,747.71	\$18.43	\$600,673.91	\$781,421.62	\$108,211.86	\$889,633.48
	Balance as of 3/31/2021			\$28.26	\$6.54	\$180,754.25	\$21.72	\$600,695.63	\$781,449.88	\$121,953.35	\$903,403.23
	Balance as of 4/30/2021			\$22.27	\$5.15	\$180,759.40	\$17.12	\$600,712.75	\$781,472.15	\$135,672.77	\$917,144.92
	Balance as of 5/31/2021			\$11.99	\$2.77	\$180,762.18	\$9.22	\$600,721.96	\$781,484.14	\$153,926.10	\$935,410.24
	Deposit - CSJ Refund	06/22/21		\$1,415,647.00	\$926,889.61	\$1,107,651.79	\$488,757.39	\$1,089,479.35	\$2,197,131.14		\$2,197,131.14
	Balance as of 6/30/2021			\$20.34	\$10.25	\$1,107,662.04	\$10.09	\$1,089,489.44	\$2,197,151.48	\$168,561.21	\$2,365,712.69
1008	Voided - CSJ	07/15/21									
	Balance as of 7/31/2021			\$36.12	\$18.21	\$1,107,680.25	\$17.91	\$1,089,507.35	\$2,197,187.60	\$190,143.43	\$2,387,331.03
	Balance as of 8/31/2021			\$38.53	\$19.42	\$1,107,699.67	\$19.11	\$1,089,526.46	\$2,197,226.13	\$200,919.93	\$2,398,146.06
	Balance as of 9/30/2021			\$36.12	\$18.21	\$1,107,717.88	\$17.91	\$1,089,544.37	\$2,197,262.25	\$215,257.91	\$2,412,520.16
1009	Co-Mingled Fund	10/20/21	\$690,453.00				(\$480,000.00)	(\$480,000.00)		(\$210,453.00)	
1010	C2R Engineering	10/20/21	\$49,030.00			(\$49,030.00)					
	Balance as of 10/20/2021					\$1,058,687.88		\$609,544.37	\$1,668,232.25	\$4,804.91	\$1,673,037.16
	Balance as of 10/31/2021			\$31.44	\$19.95	\$1,058,707.83	\$11.49	\$609,555.86	\$1,668,263.69	\$25,242.07	\$1,693,505.76
	Balance as of 11/30/2021			\$29.25	\$18.56	\$1,058,726.40	\$10.69	\$609,566.54	\$1,668,292.94	\$38,319.76	\$1,706,612.70
	Balance as of 12/31/2021			\$28.34	\$17.99	\$1,058,744.38	\$10.35	\$609,576.90	\$1,668,321.28	\$55,958.38	\$1,724,279.66
	Balance as of 1/31/2022			\$28.34	\$17.99	\$1,058,762.37	\$10.35	\$609,587.25	\$1,668,349.62	\$65,691.28	\$1,734,040.90
	Balance as of 2/28/2022			\$25.60	\$16.25	\$1,058,778.61	\$9.35	\$609,596.61	\$1,668,375.22	\$85,965.01	\$1,754,340.23
	Balance as of 3/31/2022			\$28.34	\$17.99	\$1,058,796.60	\$10.35	\$609,606.96	\$1,668,403.56	\$106,346.21	\$1,774,749.77
	Balance as of 4/30/2022			\$26.51	\$16.82	\$1,058,813.42	\$9.69	\$609,616.65	\$1,668,430.07	\$119,004.80	\$1,787,434.87
	Balance as of 5/31/2022			\$29.25	\$18.56	\$1,058,831.98	\$10.69	\$609,627.34	\$1,668,459.32	\$132,240.88	\$1,800,700.20
	Balance as of 6/30/2022			\$43.43	\$27.56	\$1,058,859.55	\$15.87	\$609,643.20	\$1,668,502.75	\$152,439.62	\$1,820,942.37
	Balance as of 7/31/2022			\$100.11	\$63.53	\$1,058,923.08	\$36.58	\$609,679.78	\$1,668,602.86	\$160,603.56	\$1,829,206.42
	Balance as of 8/31/2022			\$226.30	\$143.61	\$1,059,066.69	\$82.69	\$609,762.47	\$1,668,829.16	\$177,243.27	\$1,846,072.43
	Balance as of 9/30/2022			\$205.76	\$130.58	\$1,059,197.27	\$75.18	\$609,837.65	\$1,669,034.92	\$191,995.18	\$1,861,030.10
	Balance as of 10/31/2022			\$212.64	\$134.94	\$1,059,332.22	\$77.70	\$609,915.34	\$1,669,247.56	\$206,913.12	\$1,876,160.68
1011	C2R Engineering, Inc.	11/16/22	\$54,058.43							(\$54,058.43)	
	Balance as of 11/30/2022			\$205.81	\$130.61	\$1,059,462.83	\$75.20	\$609,990.54	\$1,669,453.37	\$161,065.57	\$1,830,518.94
	Balance as of 12/31/2022			\$205.84	\$130.63	\$1,059,593.46	\$75.21	\$610,065.75	\$1,669,659.21	\$174,390.82	\$1,844,050.03
1012	C2R Engineering, Inc.	01/30/23	\$42,585.13							\$42,585.13	
	Balance as of 1/31/2023			\$188.72	\$119.76	\$1,059,724.08	\$68.96	\$610,134.71	\$1,669,858.79	\$143,543.68	\$1,813,402.47
	Balance as of 2/28/2023			\$192.16	\$121.95	\$1,059,846.03	\$70.21	\$610,204.92	\$1,670,050.95	\$154,920.07	\$1,824,971.02
	Balance as of 3/31/2023			\$265.40	\$168.43	\$1,060,014.46	\$96.97	\$610,301.89	\$1,670,316.35	\$170,416.91	\$1,840,733.26
1013	C2R Engineering, Inc.	04/25/23	\$137,280.63							\$137,280.63	
	Balance as of 4/30/2023			\$530.92	\$336.93	\$1,060,351.39	\$193.99	\$610,495.88	\$1,670,847.27	\$41,204.88	\$1,712,052.15
	Balance as of 5/31/2023			\$1,992.43	\$1,264.43	\$1,061,615.83	\$728.00	\$611,223.88	\$1,672,839.70	\$53,061.30	\$1,725,901.00
	Balance as of 6/30/2023			\$2,752.06	\$1,746.51	\$1,063,362.34	\$1,005.55	\$612,229.43	\$1,675,591.76	\$70,597.45	\$1,746,189.21
	Transfer for 11/16/2022 C2R Engineering					(\$54,058.43)				\$54,058.43	
	Transfer for 1/30/2023 C2R Engineering					(\$42,585.13)				\$42,585.13	
	Transfer for 4/5/2023 C2R Engineering					(\$137,280.63)				\$137,280.63	
	Total \$254K transferred from Loan bal. to checking					(\$20,075.81)				\$20,075.81	
1014	Check to CuSD Commingled Account									(\$254,000.00)	
	Balance as of 7/31/2023			\$2,848.55	\$1,621.78	\$809,362.34	\$1,226.77	\$613,456.20	\$1,424,440.31	\$77,723.99	\$1,502,164.30
	Balance as of 8/31/2023			\$2,421.59	\$1,378.70	\$812,362.81	\$1,042.89	\$614,499.09	\$1,426,861.90	\$88,948.39	\$1,515,810.29
	Balance as of 9/30/2023			\$2,269.08	\$1,291.87	\$813,654.68	\$977.21	\$615,476.30	\$1,429,130.98	\$102,700.23	\$1,531,831.21
	Transfer for 10/18/2023 pmt. to Conquest					(\$10,000.00)				\$10,000.00	
1015	Conquest Contractor	10/18/23	\$10,000.00							(\$10,000.00)	
	Balance as of 10/31/2023			\$2,500.33	\$1,423.53	\$805,078.21	\$1,076.80	\$616,553.11	\$1,421,631.31	\$115,823.74	\$1,537,455.05
	Balance as of 11/30/2023			\$2,318.77	\$1,313.13	\$806,391.34	\$1,005.64	\$617,558.75	\$1,423,950.08	\$127,552.12	\$1,551,502.20
						(\$93,032.00)				\$93,032.00	
1016	Conquest Contractor	12/20/23	\$93,032.00			\$713,359.34				(\$93,032.00)	
	Balance as of 12/31/2023			\$2,264.45	\$1,213.72	\$714,573.06	\$1,050.73	\$618,609.47	\$1,333,182.53	\$136,159.47	\$1,469,342.00
	Balance as of 1/31/24			\$2,441.51	\$1,308.63	\$715,881.69	\$1,132.88	\$619,742.36	\$1,335,624.04	\$152,710.94	\$1,488,334.98
	Balance as of 2/29/24			\$2,012.20	\$1,078.52	\$716,960.21	\$933.68	\$620,676.04	\$1,337,636.24	\$162,092.56	\$1,499,728.80
	Balance as of 3/31/24			\$2,015.23	\$1,080.14	\$718,040.35	\$935.09	\$621,611.12	\$1,339,651.47	\$177,909.57	\$1,517,561.04
	Balance as of 4/30/24			\$2,227.22	\$1,193.77	\$719,234.12	\$1,033.45	\$622,644.57	\$1,341,878.69	\$189,624.81	\$1,531,503.50
	Balance as of 5/31/24			\$1,990.41	\$1,066.84	\$720,300.96	\$923.57	\$623,568.14	\$1,343,869.10	\$214,668.65	\$1,558,537.75
	Balance as of 6/30/24			\$1,800.33	\$964.96	\$721,265.92	\$835.37	\$624,403.51	\$1,345,669.43	\$228,847.38	\$1,574,516.81
TOTAL OR BALANCE AMOUNT			\$10,933,400.99	\$1,488,682.37	\$984,278.86	\$721,265.92	\$24,403.51	\$624,403.51	\$1,345,669.43	\$228,847.38	\$1,574,516.81

**CUPERTINO SANITARY DISTRICT
WARRANTS PAYABLE - July 17, 2024**

<u>WARRANT NUMBER</u>	<u>FUND</u>	<u>AMOUNT</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	
N/A	M&O	\$ 2,145.16	ADP	Directors' Salary	
19959	M&O	\$ 1,181.20	Dooley Insurance Services	Insurance - Group Life & Dental	
19960	M&O	\$ 383.00	Alliant Insurance Services	Insurance - ACIP FY2024-25	
19961	M&O	\$ 3,375.00	Alliant Insurance Services	Insurance - AMVP FY2024-25	
19962	M&O	\$ 7,728.69	CSRMA-Alliant Insurance Services	Insurance - APIP FY2024-25	
19963	M&O	\$ 9,486.93	LAFCO	Memberships	
N/A	M&O	\$ 613.30	CalBank Credit Card Processing Fees	Operating Exp. - Credit Card Processing Fees	
19964	M&O	\$ 535,257.63	Mark Thomas	Operating Expenses	49.90
				Office Rent	400.00
				Management Services	46,782.39
				SSMP Cert Update and Implementation	16,994.99
				Engineering Services	153,914.73
				Peak Flow Reduction	2,020.81
				Plan Checking & Inspection	18,737.77
				Maintenance	202,804.03
				Maintenance (Pump Stations)	47,084.55
				Utilities (Pump Stations)	1,052.70
				Emergency Funds	4,199.36
				District Sewer Capital & Support	41,216.40
19965	M&O	\$ 2,829,719.00	City of San Jose	Treatment Plant O&M FY2024-25 Q1	2,046,455.00
				Treatment Plant Capital FY2024-25 Q1	783,264.00
19966	M&O	\$ 2,600.00	Richard Tanaka	Legal - CIG Consultant	
19967	M&O	\$ 4,068.00	Armento & Hynes	Legal - District Counsel	
19968	M&O	\$ 14,460.00	Harshwal & Company LLP	Audit	
19969	M&O	\$ 9,265.28	Bay Area News Group	Printing & Publications	
19970	M&O	\$ 1,834.66	St. Francis Electric	Repairs (Pump Stations)	
19971	M&O	\$ 3,393.88	Pioneer Research Corporation	Maintenance (Pump Stations)	
19972	M&O	\$ 97.23	Home Depot	Maintenance	
19973	M&O	\$ 10,850.00	Flowing Water	Maintenance	
19974	M&O	\$ 62,837.00	AB/JDD Plumbing Heating & AC	Maintenance	
19975	M&O	\$ 18,785.25	RotoRooter	Maintenance	
19976	M&O	\$ 74,455.43	Able Underground Construction	Maintenance	69,317.33
				Emergency Funds	5,138.10
19977	M&O	\$ 6,344.37	PG&E	Utilities (Pump Stations)	
19978	M&O	\$ 84.27	City of Santa Clara Utilities	Utilities (Pump Stations)	
19979	M&O	\$ 136.49	San Jose Water Company	Utilities (Pump Stations)	
19980	M&O	\$ 17,986.78	Shape Incorporated	District Equipment (Pump Stations)	
TOTAL WARRANTS		\$ 3,617,088.55			

(NOTE: Hi-lighted amounts are FY24-25 Expenses, to be reflected in next month's Financials)

Pk Flow Red. Total:	\$ 2,020.81	District Staff
Maintenance Total:	\$ 415,169.27	Staff, Home Depot, Pioneer; Flowing Water, Roto, ABLE, AB/JDD
Utilities Total:	\$ 7,617.83	PG&E, City of Santa Clara Utilities, San Jose Water Co., Internet, Cellphones
Emergency Total:	\$ 9,337.46	District Staff, Able
Pump Station Portion:	\$ 78,054.19	District Staff, St. Francis, Pioneer, Shape Inc., Utilities (all Pump Stations)
VTA Portion:	\$ -	

EMERGENCY DETAILS:

Able - Two emergencies this month (one location)
AB/JDD Plumbing - No emergencies this month
Roto-Rooter - No emergencies this month
Flowing Water - No emergencies this month

From: Kelly Wissmar <kwissmar@comcast.net>
Sent: Monday, July 1, 2024 5:29 PM
To: Kelly Wissmar
Subject: Cupertino Rotary Fall Festival - SAVE THE DATE - Saturday, September 14

Hello from Cupertino Rotary!

Thank you for your participation in the Fall Festival over the last few years.

This year, we're excited to announce that Fall Fest will be held at the front of Memorial Park, right along Stevens Creek Blvd, providing even more public exposure!

We are greatly expanding our kids' activities with pony rides, a petting zoo, a train ride, giant slides & much more. 😊

Please SAVE THE DATE - Saturday, September 14, 10 am to 6 pm.

Booth registration will open next week, so please keep an eye out for the announcement.

We appreciate all your support and look forward to another fantastic Fall Fest on September 14th!

Best Regards,
Kelly Wissmar
Cupertino Rotary, Fall Festival Booth Coordinator



Item 5.B.

OFFICE OF THE CITY CLERK

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3223 • FAX: (408) 777-3366
CUPERTINO.ORG

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Cupertino will conduct a public hearing on the matter described below in the Council Chamber in Community Hall, City of Cupertino, 10350 Torre Avenue and via teleconference.

APPLICATION NO(S): MCA-2023-001, SPA-2023-001, Z-2024-001, CP-2024-002, EA-2024-001

APPLICANT(S): City of Cupertino

LOCATION: Citywide

DESCRIPTION: To consider application No.(s) MCA-2023-001, SPA-2023-001, Z-2024-001, CP-2024-002, EA-2024-001.

- a. Municipal Code Amendments required to comply with State Housing Law and the Housing Element of the General Plan, including establishing standards for new zoning designations required to be created for Housing Element consistency and amendments to Title 14 and 17 for consistency and clarity;
- b. Rezoning of certain parcels in conjunction with the 6th Cycle Housing Element update;
- c. Specific Plan Amendment to the Heart of the City Specific Plan to ensure consistency with the General Plan and an updated map to conform with the General Plan land use and zoning maps; and
- d. City Project to amend the Below Market Rate Housing Mitigation Procedures Manual for consistency with the Housing Element.

Environmental Recommendation: Subject to Government Code section 65759(a) and exempt from CEQA under Section 15061(b)(3).

At its meeting on June 11, 2024, the Planning Commission made no recommendation for approval of the proposed Municipal Code Amendments (2-2, Fung Absent) and adopted Resolution No. 24-10 recommending approval of amendments to the Heart of the City Specific Plan and the Below Market Rate Mitigation Manual with a 4-0 vote (Fung Absent) and adopted Resolution No. 24-11 recommending approval of amendments to the City's Zoning Map, also, with a 4-0 vote (Fung Absent) . Both actions included a

recommendation that the City Council find the actions exempt from CEQA.

The CA Department of Housing and Community Development (HCD) has determined that the Housing Element adopted by the City Council on May 14, 2024 will comply with State housing element law when adopted and properties identified as Priority Housing Sites are rezoned, subject to final review by HCD. The actions to be considered at the July 2, 2024 City Council meeting will move the City closer to compliance with State housing element law. The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Govt. Code, Section 65759(s). All documents are available for public review at City Hall and online at: engagecupertino.org/housingelement

HEARING DATE: Tuesday, July 2, 2024 at 6:45 p.m.

ADDRESS: Council Chamber in Community Hall, City of Cupertino, 10350 Torre Avenue and via teleconference.

IMPORTANT NOTICE: If you wish to challenge the City Council's action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written or electronic correspondence delivered to the City of Cupertino City Hall 10300 Torre Avenue, Cupertino, CA 95014 at, or prior to, the meeting. Persons needing special assistance to attend the meeting under the Americans with Disabilities Act should email cityclerk@cupertino.gov or call 408-777-3200 at least 48 hours prior to the public meetings to ensure their needs can be appropriately accommodated. **IMPORTANT NOTICE:** Please be advised that pursuant to Cupertino Municipal Code section 2.08.100 written communications sent to the Cupertino City Council, Commissioners or City staff concerning a matter on the agenda are included as supplemental material to the agenda item. These written communications are accessible to the public through the City's website and kept in packet archives. Do not include any personal or private information in written communications to the City that you do not wish to make public, as written communications are considered public records and will be made publicly available on the City website.

AGENDAS MAY BE SUBJECT TO CHANGE: If you are interested in an item or have questions, please email or call the City Clerk's Office at cityclerk@cupertino.gov or 408-777-3223 prior to the meeting date to verify that the item is still on the agenda. The time this item will be heard on the agenda cannot be predicted. For more information, agendas and packets are available at www.cupertino.gov/agenda.

NOTE TO OWNERS OF RECORD: This notice is sent to owners of real property as shown on the last tax assessment roll. Tenants are not necessarily notified.

Lauren Sapudar
Deputy City Clerk



Memo

Item 8B

To: Board of Directors
From: Benjamin Porter, District Manager-Engineer
Date: July 17, 2024
Re: Cristo Rey Odor Control Plan

Background:

The Engineering Team has continued to review the current odor issues at Forum 1, Forum 2, and Cristo Rey Pump Stations.

As part of this review, we collaborated with the Operations Team to assess current Operations and Maintenance strategies and conducted a search for readily available odor control equipment and technologies.

After contacting multiple Sewer Districts in the Bay Area to learn about the odor control devices they use and their effectiveness, the Engineering Team recommends implementing the Titus Twister Odor control device at the Cristo Rey Pump Station. This device will mitigate odors, break down grease in the wet well, and reduce H₂S concentrations. An active odor control system will require the installation of an enclosure cabinet for the ozone generation equipment, a Titus Twister mixing aerator head, a connection to the wet well, and power controls.

The estimated cost to purchase the Titus Twister device is \$54,530.00, not including installation. Before purchasing the device and bidding for its installation, the Engineering Team believes an electrical analysis, device coordination, and arc flash study should be conducted at the Cristo Rey Pump Station. These evaluations will determine if the existing electrical equipment can handle the additional load of the odor control device or if modifications are necessary.

The District has received two bids for the electrical analysis, device coordination, and arc flash study: \$18,000.00 from Tesco Controls and \$14,405.00 from Frish Engineering, Inc.

Recommendation:

It is recommended that an electrical analysis, device coordination and arc flash study be conducted prior to purchasing the odor control device for the Cristo Rey Pump Station. Staff recommends the work be awarded to the lowest bidder, Frish Engineering, Inc.

Attachment:

Frish Engineering, Inc. Bid
Tesco Controls Bid
Titus Twister Mixing Aerator Flyer



FRISCH ENGINEERING, INC.

Consulting Electrical Engineers and Programmers
13405 Folsom Blvd., Unit 600
Folsom, CA 95630

Electrical Contractor

C-10 Lic #1025671

Phone:

(916) 353-1025

PROFESSIONAL ENGINEERING SERVICES COST ESTIMATE

JOB TITLE: Cupertino Cristo Ray SLS Review
CLIENT: Julie Almondia <jalmondia@markthomas.com>

DATE: 7/9/2024

Description of Services: Electrical and Control System Design Services

Site inspection and review for suitability to add a odor control system to the pump station. Analysis will include power, controls, and code analysis to confirm that sufficient space, routing, and power is available. Additionally, we will determine if the control system has connections for alarm and control inputs as needed.

Review as-built drawings and conduct the necessary inspections, tests, and measurements to ensure the functionality and performance of the existing electrical conduits/equipment.

The contractor shall review the electrical requirements of the Titus Twister Odor Control device outlined in the attached specifications. The objective is to determine if the existing electrical capacity is sufficient to support the power needs of the Titus Twister unit and all associated equipment

Perform a breaker coordination study to eliminate the possibility of overloading the electrical breakers and minimize the potential for nuisance tripping.

Evaluate existing breaker panel and determine if there is adequate space to connect the new unit. The contractor shall determine whether a new breaker is needed or if an existing breaker can be used.

Provide 1-2 page report with photos to describe and show how and where the system will connect to the power and control system.

Arc flash Services

The arc flash analysis will be conducted for the distribution system including the new scrubber system. We will complete the Arc Flash Hazard Analysis in accordance with the procedures stated in NFPA 70E and IEEE Std 1584.

Furnish and apply Arc Flash warning labels compliant with the NFPA 70E showing nominal voltage, PPE Category, and Arc-Flash Boundary will be provided for calculated fault locations based on the specific site conditions. One Arc flash warning label will be provided for each 3 phase connection.

Design Services

Electrical Engineering Discipline

Task	Description	Principal Engineer	Senior Engineer	Senior Designer	Junior Designer	Associate Designer	Total hours per task	cost per task
1	Meetings and conferences	9	2	0	0	0	11	\$2,665.00
	Travel Expense and Per Diem							\$250.00
2	Analysis and report	2	16	12	4	0	34	\$7,270.00
2	Device Coordination and Arc Flash	4	8	0	8	0	20	\$4,220.00
Subtotal Hours		15	26	12	12	0	65	
Hourly rate per discipline		\$245	\$230	\$200	\$175	\$135		Subtotal Costs
Total cost per discipline		\$3,675	\$5,980	\$2,400	\$2,100	\$0		\$14,405.00
							Total Costs	\$14,405.00

Assumptions:

- Individual tasks cost are approximate and some cost shifting between tasks may be necessary

Deliverables

- Analysis report.

Terms:

- Attached quote is based on project scope as described. We anticipate that we can perform the scope as described within our budget. If the project changes, or work scope increases or decreases, we will make every effort to inform the Client in advance of work for authorization
- Client will be invoiced monthly based on project progress.
- Changes to project scope may result in increased or reduced costs

Acceptance:

- I agree to project scope, assumptions, deliverables and terms and authorize Frisch Engineering to proceed.

X.

To: Mark Thomas & Company, Inc.
Attn: Julie Rodriguez
Re: **Cupertino Sanitary District**
Electrical Analysis of Cristo Rey Pump Station

Quote Date: 5/28/2024
Quote No.: 24E245Q01
Bid Date: 5/28/2024

Dear Julie:

Thank you for your interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope are quoted in general conformance with the requirements of the applicable portions of the Request for Bid document issued by Cupertino Sanitary District, titled "**Cristo Rey Pump Station Order Control Upgrades**".

Please Note: It is understood Cupertino Sanitary District will provide TESCO with the electrical capacity information required to power the new Titus Twister Order Control System. From there, TESCO will evaluate the existing site loads and determine if the existing utility service and switchboard can support the new electrical load(s) or if an upsizing of the service entrance is required. In addition to the exclusions listed under the Project Bid Clarifications below, also note this quote is inclusive of services only and no material items (e.g., circuit breakers, panelboards, switchboards, control panels, etc.) are included with this scope.

Scope of Work

Item	Qty	Description
CRISTO REY PUMP STATION		
1	Lot	<p>Professional Services:</p> <ul style="list-style-type: none"> ▪ Site Assessment and Data Collection ▪ Electrical Load Analysis ▪ Arc Flash Report <ul style="list-style-type: none"> ▫ One-Line Diagram ▫ Fault Analysis Input Report ▫ Short-Circuit Fault Contributions ▫ Equipment Evaluation Report ▫ Overcurrent Protection Device Coordination Study ▫ Arc Flash Evaluation Report per IEEE 1584 ▫ Electrical Hazards Mitigation Report ▪ Site Application of Electrical Safety Labels <p>Please Note: This quote <u>does not</u> include any of the local utility fees associated with the request for the utility short circuit contribution data at each applicable service location.</p>
		TOTAL (no sales tax included):
		\$18,000.00

Billing Milestones

Project Stage:	Progress Payment:
Initialization / Data Collection	50%
Electrical Analysis Report	50%

Project Bid Clarifications

- Unless otherwise indicated by the Scope of Work above, this quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
 - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
 - Local control stations and/or field mounted disconnects.
 - Fiber optic patch panels, cable, splicing or terminations.
 - Networking infrastructure or architecture modifications to existing facilities.
 - Any 3rd party testing or harmonic testing/analysis.
 - Electrical interconnection diagrams for equipment not furnished by TESCO.
 - ISA process control loop diagrams.
 - Signal loop diagrams for equipment not furnished by TESCO.
 - **Removal and replacement of the existing safe hatch cover.**
 - **Installation of a new concrete pad.**
 - **Installation, connection, and testing of the Titus Twister Order Control System.**
 - **Direction, recommendations, or verification on the proposed location of the Titus Twister Order Control System.**
 - **Summary report of findings related to the proposed location of the Titus Twister Order Control System and cost breakdown of any improvements needed.**

Terms & Conditions

- Addendums Acknowledged: **0**
- Quote is firm for thirty **(30) days** unless otherwise stated.
- Intellectual Property and Confidentiality Notice: The scope of work and price quotation shall not be construed as a formal design or recommendations on design for the related project. All content contained within this quotation is the intellectual property under the proprietorship of Tesco Controls, LLC and is subject to applicable copyright laws. Such intellectual property shall not be duplicated, replicated, copied, or shared without explicit written consent from Tesco Controls, LLC, as it contains confidential information and work product developed exclusively for use by Tesco Controls, LLC.
- **Data Collection:** to be scheduled approximately **8-12 weeks** after receipt of purchase order, written notice of intent, or notice to proceed.
- **Electrical Analysis & AFRA Report:** to be provided approximately **12-16 weeks** after the data collection has been completed.
- Lead-Time & Supply Chain Impacts: Due to the supply chain impacts imposed by the pandemic, all quoted lead-times are subject to change.
- Storage Terms: Any item of the product in which shipment is delayed by Buyer may be placed in storage by Seller at Buyer's expense and risk. If a delay in shipment is requested by Buyer after an order has been entered and accepted:
 - a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
 - b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. Seller will advise Buyer of the charge within ten (10) days of receiving Buyer's request for delay.
 - c. And if the product is within six (6) weeks of the acknowledged shipping date, then Seller has the option of completing, invoicing, and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

- TESCO price is Ex Works (EXW) per INCOTERMS, freight allowed.
- Product startup will commence once the product is properly installed and powered up. If Buyer requests or schedules product startup and Seller is unable to conduct startup due to product not being properly installed, powered, or ready for startup (including being put into full service or full operation), then a fee of one thousand five hundred dollars (\$1,500.00) will be charged to Buyer to remobilize Seller for product startup.
- TESCO carries liability insurance, with full worker's compensation coverage.
- TESCO warranties against defect in design workmanship and materials for a period of one (1) year from date of product startup, and does not exceed eighteen (18) months from the date of shipment from the factory.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Invoices will be billed in accordance with a customer-approved schedule of values and customer-approved payment application.
- Terms are net forty-five (45) days on approved credit. Shipment release requires the following:
 - Accounts with sub-par credit will require fifty percent (50%) down-payment upon order and fifty percent (50%) payment at pickup (prior to shipment).
 - Accounts with approved credit – all billing milestone payments must be current before releasing shipment or deploying services.
- Any payments made by credit card are subject to a three and one-half percent (3.5%) processing fee.
- Interest will be applied to all past due invoices. Buyer shall pay to Seller all invoiced amount within forty-five (45) calendar days from the date of such invoice. Flow-down provisions are not accepted. In the event any payment becomes past due, Buyer shall pay interest on all late payments, calculated daily and compounded monthly at the rate of one and one-half percent (1.5%) per month. Buyer shall also reimburse Seller for all reasonable costs incurred by Seller in collecting any late payments, including attorneys' fees and court costs.
- Price Escalation: If between the quotation date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than two and one-half percent (2.5%) of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.
- All merchandise sold is subject to lien laws.
- TESCO's liabilities shall not exceed ten percent (10%) of TESCO's total order value.
- Final retention to be paid within ten (10) days of the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS



John Wright
Manager Inside Sales
jwright@tescocontrols.com

TITUS[®] TWISTER[®] MIXING AERATOR

CHEMICAL FREE
ODOR & F.O.G. CONTROL



PATENTS
US9533900
CA2909759A1

TITUSWWS.COM • 877.582.9899

 **TITUS[®]**
THE NEXT GENERATION OF WASTEWATER SOLUTIONS

THE CHALLENGES

ODOR • F.O.G. • CORROSION • BLOCKAGES

High levels of hydrogen sulfide (H₂S) gasses, acids, and other chemicals produced from untreated municipal and industrial wastewater can cause odors, corrosion and other safety concerns—as well as costly maintenance, repairs, and replacements of equipment.

Also, F.O.G. (fats, oils, and greases), inorganic solids, pharmaceuticals, and waterborne pathogens will impact the overall "health" of your collection systems.

Problematic waste streams from breweries, restaurants, food processing plants, and industrial discharges create challenges to entire collection systems and wastewater treatment plants.

THE SOLUTION

The TITUS Twister provides chemical-free, effective mixing, mechanical breakdown of solids and the proper aerobic conditions for wastewater pre-treatment.

Our unique patented design includes:

- AirLift technology
- CSM perforated membrane diffuser
- HDPE blades
- Stainless steel components
- High quality regenerative blowers
- Protective enclosures
- Optional ozone generator systems



THE BOTTOM LINE

Twister systems are the next generation of mixing and aeration for your wastewater applications.

The TITUS Twister employs our passion, experience, and patented cutting-edge technology to deliver superior results, for lower costs, and less effort.

Twister systems are also pre-engineered, meaning technical support, sizing, and specifications are available and easy to apply to projects.

What sets us apart:

- Provides greater aeration *and* more effective mixing
- Eliminates odors without use of chemicals
- Designed and manufactured for durability
- Easy to install and operate (up and running in as little as an hour)
- Requires less maintenance than comparable solutions
- Provides tremendous and demonstrable savings in time and costs
- TITUS Twisters are available as Diffused Air Only or Ozone Enhanced systems



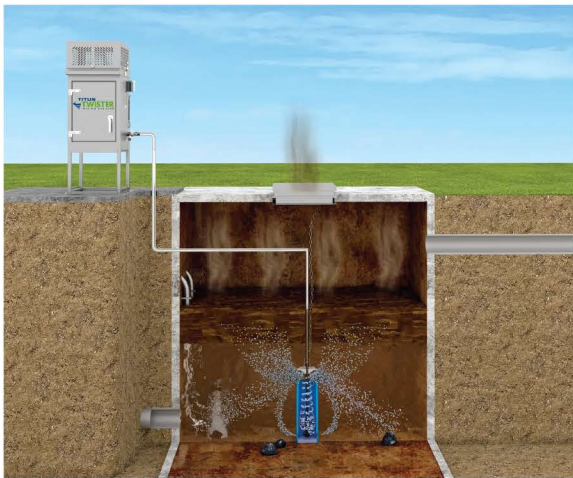
CHEMICAL FREE ODOR & F.O.G. CONTROL

TITUS TWISTER TT SERIES

Ozone enhanced systems offer an effective, safe, natural, solution for odor and F.O.G. challenges.

The TITUS Twister - TT Series is the perfect solution for applications with extreme or varying odor issues. TT Series systems are capable of providing ozone output ranging from 10gph (grams per hour) to 40gph. The **TT-20 model** incorporates a Primary Module, is adjustable, and generates ozone output of 10gph, 15gph, and 20gph. The Secondary Modules are available and increase ozone output up to a total of 40gph. They may be included during the initial commissioning, or as an easy add-on for even more robust odor control.

- Project Specific Design and Sizing
- Efficient Corona Discharge Generation Technology
- Safe, Natural, Efficient Odor Control
- Adjustable Ozone Output
- Temperature & Humidity Climate Controlled
- Secure, Durable Enclosures



ENCLOSURE OPTIONS



FIBERGLASS



ALUMINUM



STAINLESS STEEL

AIR SOURCE CONNECTION OPTIONS



EPDM HOSE



STAINLESS STEEL HARDDIPIED

TESTIMONIALS

“For 13 years we have been searching for ways to control odor and FOG, other than chemicals and costly carbon scrubbers. Since installing a TITUS Twister our odors and FOG are gone!”

T. Bybee, Supervisor, Yuba City

“The smell is gone! Thank you to those who made the decision to create a plan and execute it, using a TITUS Twister, eliminating the stench in our neighborhood!”

M. Testerman, Resident, Bend OR

TITUS® TWISTER® MIXING AERATOR

APPLICATIONS

- Odor & F.O.G. Control
- Disinfection
- Wastewater & Stormwater
- Pump & Lift Stations
- Pretreatment Manholes
- Wastewater Treatment Plants
- Decentralized Wastewater Systems

ADVANTAGES

- Resolves fat, oil, and grease issues
- Reduces odors
- Prevents corrosion
- Keeps solids suspended
- Easy to install, operate, and maintain
- Eliminates or reduces need for chemicals
- Extends life cycle of pumps and equipment



PATENTED TITUS TWISTER TECHNOLOGY

1. Air is generated by a properly sized, regenerative blower located in the enclosure.
2. The air is delivered via EPDM hose or stainless steel piping down through the manifold. For enhanced odor control, ozone may be introduced to the water column during this stage of the process.
3. Air exits the manifold through narrow perforations in the CSM membrane diffuser, creating air bubbles that transfer oxygen into the liquid.
4. A vortex and air lift column is created within the barrel which forces liquid and solid materials to draw up into the static HDPE shear blades and flow deflector plate. Solids are broken up and directed back into the cycle.
5. Liquid and solid materials are continuously drawn in through ports located at the bottom of the barrel, resulting in constant suspension of materials within the structure.



**RESOLUTION NO. 1348
AMENDED**

**A RESOLUTION OF THE SANITARY BOARD OF THE CUPERTINO
SANITARY DISTRICT REQUESTING AND CONSENTING TO
CONSOLIDATION OF ELECTIONS**

WHEREAS, a Biennial General Election has been ordered to be held on Tuesday, November 5, 2024, in the Cupertino Sanitary District of Santa Clara County for the purpose of electing:

Number of Seat (s)	Length of Term	Exact Title of Each Office to be Held
3	4 Years	Member of the Board of Directors

and,

WHEREAS, pursuant to Part 3 (commencing with Section 10400) of the Elections Code of the State of California, such election may be either completely or partially consolidated; and,

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That pursuant to Section 10403 of the Elections Code, the Board of Directors of the Cupertino Sanitary District calls for an election to be held on November 5, 2024 and requests the Board of Supervisors of Santa Clara County to completely consolidate the election with the statewide election.

Section 2. That the Board of Directors of the Cupertino Sanitary District requests the Board of Supervisors of Santa Clara County to hold and conduct the election in the manner prescribed in Section 10418 of the Elections Code of the State of California and to further provide that the Registrar of Voters canvass the returns of the election.

Section 3. That pursuant to Section 10508 of the Elections Code of the State of California, said officers are to be elected At Large.

Section 4. That pursuant to Sections 10002 and 10520 of the Elections Code of the State of California, each district involved in a district general election in an affected county shall reimburse the county for the actual costs incurred by the county elections official in conducting the district general election for that district. **The Cupertino Sanitary District requests the County of Santa Clara Board of Supervisors to permit the County of Santa Clara Registrar of Voters to prepare the District's election materials. The election services to be performed shall include the preparation, printing and mailing of official ballots and county voter information guides; the establishment of precincts, election ballots, return mail envelopes, ballot drop boxes, vote centers, election officers, and producing such publications as are required by law in connection therewith; the furnishing of ballots, envelopes, and other necessary supplies and materials for voting places; the canvassing of the returns of the election; the furnishing of the results of such canvassing to the Board Clerk; and, the performance of other election services as may be requested by the Board Clerk.**

Section 5. That the candidates' statements of qualifications shall be limited to:

- 200 words and,
- That the cost of printing, translating and distributing said statements shall be borne by the candidates who file such statements and,
- That each candidate who files such a statement shall be required to pay in advance his or her pro rata share of the estimated costs of printing, handling, and mailing said candidate statement, such estimated costs to be determined by the Registrar of Voters.

Section 6. That pursuant to Section 10522 the Elections Code of the State of California, a current map showing the boundaries of the district is herewith submitted.

Section 7. That pursuant to Section 10551 and 15651 of the Elections Code of the State of California, the method of determining the winner or winners in the event of a tie vote shall be by lot.

Section 8. That the following is listed below:

- 1) Names of all current Board Members; and,
- 2) Term: full or short; and,
- 3) Seats elected by: District or At Large

Member Names	Term: Full or Short	Seats Elected by Division/At Large
Patrick S. Kwok	Full Term 2022-2026	Appointed
Taghi S. Saadati	Full Term 2022-2026	Appointed
William A. Bosworth	Full Term 2020-2024	Elected by at Large
Angela S. Chen	Full Term 2020-2024	Elected by at Large
David A. Doyle	Short Term 2022-2024	Appointed for Term 2020-2024 (Normally is Elected by at Large)

* * * * *

PASSED and ADOPTED by the Board of Directors of the Cupertino Sanitary District, State of California on 17th day of July 2024, by the following vote:

AYES, and in favor thereof:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Secretary, Cupertino Sanitary District

APPROVED:

President, Cupertino Sanitary District

APPROVED AS TO FORM AND LEGALITY:

Marc Hynes, District Counsel



Memo

Item 9B

To: Board of Directors
From: Benjamin Porter, District Manager-Engineer
Date: July 17, 2024
Re: McClellan Lot Split Installer's Agreement

Summary:

On March 12, 2021, the District received plans to subdivide the existing parcel at 20860 McClellan Road, Cupertino, CA, into six (6) lots. Each of the six new lots will have one Single Family Dwelling as well as an attached Accessory Dwelling Unit (ADU). The existing parcel has a ranch style single family home with a large garage/shop at the rear of the parcel.

The Installer, AlphaMcClellan, LLC, is to install six (6) new sanitary sewer laterals with property line cleanouts which will connect to the existing sanitary sewer mainline located within an easement on the private road Cherryland Drive. This sewer main on Cherryland Drive was accepted by the Board with Resolution #1295 on July 19, 2017. The Installer will also remove the existing sewer lateral serving 20860 McClellan Road and will disconnect it from our sewer main on McClellan Road.

The Installer has delivered a signed Installer's Agreement, a Faithful Performance Bond in the amount of \$84,400, and a check payable to the District in the amount of \$134,761 which will cover the Sewer Development Fee of \$82,476, the Administration, Engineering, & Inspection Deposit of \$42,781, and the Peak Wastewater Flow Mitigation deposit of \$9,504.

Recommendation:

Staff's recommendation to the Board of Directors is to sign and execute the Installer's Agreement.

Attachments:

- 1) Installer's Agreement signed by Installer
- 2) Faithful Performance Bond

INSTALLER’S

A_G_R_E_E_M_E_N_T

WITHOUT REIMBURSEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, between the CUPERTINO SANITARY DISTRICT of Santa Clara County, California, a public corporation duly organized and existing under Part I Division 6 of the Health and Safety Code of the State of California, hereinafter called “District,” and AlphaMcClellan, LLC, owner, hereinafter called “Installer”;

W_I_T_N_E_S_S_E_T_H

WHEREAS, Installer is the owner of that certain real property located at 20860 McClellan Road, Cupertino, CA (APN 359-20-030) and wishes to subdivide the parcel into 6 lots which will each contain a two-story single family dwelling with an attached accessory dwelling unit (ADU);

WHEREAS, District is the owner and operator of a certain sanitary sewer system along Cherryland Drive and within a sewer easement that was constructed as part of the Cherryland LLC development in 2016;

WHEREAS, Installer desires to connect each parcel with their own District-owned lateral to the District sanitary sewer main within the sanitary sewer easement on Cherryland Drive;

NOW, THEREFORE, IT IS AGREED, as follows:

- 1) SEWER CONSTRUCTION: Installer shall install, or cause to be installed, the said sanitary improvements in strict accordance with the plans, profiles, and specifications approved by District. Installer further hereby agrees to pay any and all costs in connection with the construction of said sanitary sewer facilities, including, but not limited to, materials, work, inspection, supervision, legal, engineering, recording, and all incidental expenses before final acceptance thereof by District.

This project will only consist of six (6) new sewer lateral installations to service the development. Installer shall construct the sewer laterals, which once accepted, will be owned and maintained by the District. District will have ownership of the sewer lateral from the sewer main to the property line. These facilities include:

A. New Construction

- i. Per Cupertino Building Permits BLD-2023-0051, BLD-2023-0052, BLD-2023-0057, BLD-2023-0058, BLD-2023-0059, BLD-2023-0060, & BLD-2023-0099 (Cupertino Sanitary District Permits #23-009, 23-010, 23-011, 23-012, 23-013, 23-014, & 23-016):

Six (6) new 4” diameter sanitary sewer laterals

B. Demolition/Removal

- i. Existing 4” sanitary sewer lateral that serves the parcel at 20860 McClellan Road. Existing lateral shall be removed and disconnected from the District sanitary sewer mainline on McClellan Road.

2) PAYMENT BY INSTALLER:

Installer shall pay to District, prior to execution of this agreement by District, all applicable Sewer Development, Treatment Plant Capacity, District administration, and Peak Wastewater Flow Mitigation fees (see Appendix A). The Sewer Development and Treatment Plant Capacity Fees are non-refundable. The Peak Wastewater Flow Mitigation fee is estimated and paid as a deposit with final determination made upon completion of the District’s analysis of the Installer’s impact on the District’s peak wastewater flow. The District administration fees are paid as a deposit and will cover District staff time for plan review, inspection, construction oversight, and construction management as defined in the District’s Operation Code. The fees have been determined as follows:

1)	Sewer Development Fee	\$ 66,204
2)	Treatment Plant Capacity Fee	\$ 16,272
3)	District Administration, Engineering, & Inspection Fees	\$ 42,781
4)	Peak Wastewater Flow Mitigation Fee	\$ 9,504

Total Due: \$ 134,761.00

3) SECURITY FOR PERFORMANCE OF WORK:

a. Performance and Payment Bonds. As security for performance of all work necessary for construction of the Sanitary Sewer Facilities and for payment of all labor and material costs pertaining thereto, Installer or its contractor shall furnish to District performance and payment bonds in the amount of \$84,400 per attached Exhibit B, on forms provided by District and each in an amount equal to the estimated cost to construct all improvements contemplated by this Agreement, as determined by the District Manager. The performance and payment bonds shall be issued by a surety company admitted to transact business in the State of California, as approved by the District Manager, and shall remain in full force and effect at all times during the performance of the work.

b. Certificate of Deposit As Security. As an alternative to the delivery of performance and payment bonds pursuant to Paragraph (a) above, Installer may elect to deliver to District a Certificate of Deposit payable to District and issued by a bank acceptable to District, in an amount equal to the estimated cost to construct all improvements contemplated by this Agreement, as determined by the District Engineer. In the event of any default hereunder, District shall be entitled to withdraw any portion or all of the amount deposited irrespective of any interest or penalty that may be charged by the bank for early withdrawal, and District may utilize the funds to complete any unfinished work, or to correct any defective work, or to compensate District for any damage suffered or costs incurred as a result of Installer's default.

4) DEPOSIT:

Installer hereby agrees to deposit, in cash, with District, prior to execution of this agreement by District, a sum to be determined by District in accordance with its current

schedule of fees. Said deposit is to be used by District to pay for District's costs for examination of plans, checking of specifications, inspection and other similar engineering charges, together with all costs of administration, supervision, legal, recording, Peak Wastewater Flow Mitigation, and other incidental expenses in connection therewith. Any balance of said sum remaining on deposit after payment of all such charges and costs shall be refunded to Installer. No interest shall be paid by District on the money so refunded. If such deposit is insufficient to pay all such charges and costs, Installer hereby agrees to pay all such charges and costs in excess of the sum so deposited prior to the acceptance of said sanitary sewer improvements by District.

5) LANDS, EASEMENTS, OR RIGHTS OF WAY:

In the event that any lands or easements are required for the extension of the public sewer, the construction of any improvements, or the making of connections, installer shall, at its sole cost and expense and at no cost or expense to District, procure, or cause to be procured, and have accepted by District a proper deed, easement or grant of land or right of way sufficient in law to allow the construction and maintenance of such improvements, extension or connection.

Installer further warrants that previous to the time of the execution of such conveyance to District, whether by deed, easement or grant of land or right of way, the Grantor has not conveyed the same estate or interest, or any right, title or interest therein, to any person other than District; and that such estate or interest is, at the time of the execution of such conveyance, free from encumbrances done, made or suffered by the Grantor or any person claiming under Grantor or Installer.

6) FINAL DESIGN PHASE:

Installer shall submit final plans at the 65% and at the 100% design phases to allow the District to review, provide comments and approve onsite sewer improvements. The design shall conform to the District's standards. Installer shall install, or cause to be installed, the said sanitary improvements in strict accordance with the plans, profiles and specifications approved by the District. Installer's engineer shall submit final plans for District review and approval. Construction may not proceed until the District has approved said sewer improvement plans and other conditions of this Agreement are met.

7) INSPECTION:

Installer hereby agrees to provide and assure said District and its employees and any person or persons designated by it the right to inspect said sanitary sewer facilities and the plans, materials and work thereof at any reasonable time or times before, during or after such are installed.

8) CCTV INSPECTIONS:

- A. Installer shall perform closed circuit televised video (CCTV) inspections of all newly constructed sewer laterals in accordance with NASSCO PACP & LACP standards.
- B. Installer shall perform a CCTV inspection of the existing sewer main to confirm the satisfactory construction of the sewer laterals to the existing sewer mainline.
- C. Installer shall provide the CCTV report and videos for District's review.

9) COMPLIANCE WITH ORDINANCES, RULES AND REGULATIONS:

Installer shall comply with all District ordinances, rules and regulations, as now or hereafter amended. Installer must also comply with all State, County, City, and other agency regulations, rules and ordinances affecting, in any manner, the construction of sanitary sewer facilities, and shall obtain any and all necessary permits and shall pay all fees and charges relating thereto or required therefor.

10) TRANSFER OF TITLE:

Upon completion of the construction of said sanitary sewer facilities by Installer and final approval thereof by District, title to said sanitary sewer facilities shall be transferred and conveyed to District. In furtherance thereof, Installer shall execute any and all documents deemed necessary by District for transferring of title thereto simultaneously with the execution of this agreement but to become effective as hereinafter provided. The documents shall thereupon be deposited with the Secretary of said District, in trust, with instructions to deliver same to District upon its approval of said sanitary sewer facilities as constructed, it being the intention of the parties hereto that such transfer of title shall become effective only upon the final acceptance of said sanitary sewer facilities by the Sanitary Board of the District. Installer waives any and all rights or claim he may have to or for any other consideration from District for said transfer of title, except as is otherwise provided by this agreement.

11) INDEMNIFICATION:

Installer shall defend, indemnify and hold District, the District Engineer, Mark Thomas & Co. Inc., the County of Santa Clara and the City in which the referred to real property is situated, their officers, agents and employees, free and harmless from any liability or claim of liability for costs and expenses incurred, directly, or indirectly, by Installer in the construction of the sanitary sewer facilities which are the subject of this agreement. Installer further agrees to require its contractor to maintain full insurance coverage of not less than standard limits, and to defend, indemnify and hold District, the District Engineer, Mark Thomas & Co. Inc., the County of Santa Clara and the City in which the referred to real property is situate, their officers, agents and employees, free and harmless from any damage or claim of damage for injury to person or property arising from the activities of Installer and his contractor in the performance of this agreement.

12) SCOPE OF AGREEMENT:

This writing constitutes the entire agreement between the parties, and no modification or waiver of all or any part thereof shall be valid unless in writing and signed by both parties hereto. Waiver by either party of any breach of this agreement shall not be deemed waiver of any subsequent breach of the same or of any other provision of this agreement. If any part of this agreement is held to be indefinite or uncertain or unenforceable, such determination shall not invalidate any other part of this agreement. This agreement shall bind and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this agreement the day and year first above written.

“DISTRICT”
CUPERTINO SANITARY DISTRICT
Santa Clara County, California

By: _____
President of the Sanitary Board of said District

(SEAL)

ATTEST:

Secretary of said District

“INSTALLER”
AlphaMcClellan, LLC,
A California Limited Liability Company

By: **AlphaX RE Capital, Inc**, a California
corporation, Company Manager

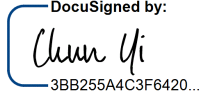
By: _____

Chun Yi, CEO

EXHIBIT A - FEES

Description	Quantity	Unit	\$/Unit	Amount
Sewer Development Fee – New Single Family Dwelling	6	EACH	\$11,034	\$66,204
Treatment Plant Capacity Fee – New Single Family Dwelling	6	EACH	\$2,712	\$16,272
Subtotal				\$82,476
Admin/Engineering/Inspection				
Admin/Engineering/Inspection	1	Unit	\$42,781	\$42,781
Subtotal				\$42,781
Peak Flow Reduction				
Peak Dry Weather Flow for 6 Homes	1900.8	GPD	\$5	\$9,504
Total				\$134,761

EXHIBIT B – PERFORMANCE BOND

Estimated Costs of Improvements

Description	Quantity	Unit	Unit Price	Amount
4" PVC SDR26 Pipe (6 laterals)	212	LF	\$350.00	\$74,200
4"x8" PVC SDR26 Wye	6	EA	\$200	\$1,200
Connect/Modify Manhole	1	EA	\$4,000	\$4,000
Remove Existing 4" Lateral	1	LS	\$5,000	\$5,000
Total				\$84,400

Based on the above District engineering estimated costs of improvements, a performance bond in the amount of \$84,400 will be required.

**SUBDIVISION
PERFORMANCE
BOND**

Bond No.: 5764391

KNOW ALL PERSONS BY THESE PRESENTS, That we,
AlphaMcClellan LLC

called the Principal, and Great American Insurance Company, a Ohio
corporation, called the Surety, are held and firmly bound unto

_____ , called
the Obligee, in the sum of Eighty four thousand four hundred dollars
(\$ 84,400) for the payment thereof said Principal and Surety bind themselves, jointly and
severally, as provided herein.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit, the Principal has entered
into a contract with the Obligee which requires the Principal make certain improvements to the land as
more particularly set forth in the Installers Agreement
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter referred to as the "Contract").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall construct the
improvements described in the Contract on or before June 25, 2024 (or within such further
extensions of time that shall be granted by Obligee in writing and consented to in writing by Surety),
then this obligation shall be void, otherwise to remain in full force and effect. This obligation is subject
to the following conditions:

1. This bond runs to the benefit of the named Obligee only, and no other person shall have any
rights under this bond. No claim shall be allowed against this bond after the expiration of one year
from the date set forth in the preceding paragraph, or one year from the end of the latest extension of
time consented to in writing by Surety, whichever occurs last. If the limitation set forth in this bond is
void or prohibited by law, the minimum period of limitation available to sureties as a defense in the
jurisdiction of the suit shall be applicable.
2. This bond is not a forfeiture obligation, and in no event shall the Surety's liability exceed the
reasonable cost of completing the improvements described in the Contract not completed by the
Principal, or the sum of this bond, whichever is less.

Signed this 25th day of June, 2024.

AlphaMcClellan LLC
(Principal)

By: Chun Pi
Chun Pi

Great American Insurance Company

By: David Baker
David Baker, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **one**

Bond No. 5764391

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
David Baker	10620 Southern Highlands Pkwy Suite 110-276 Las Vegas, NV 89141	\$84400---

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of June, 2024 .
Attest GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 27th day of June, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 27th day of June, 2024 .



Stephen C. Beraha

Assistant Secretary



Memo

Item 9C

To: Board of Directors
From: Benjamin Porter, District Manager-Engineer
Date: July 17, 2024
Re: Sewer Push Camera Purchase Request

Summary:

Sewer push cameras are essential for efficient and effective maintenance of the District's sewer system. Staff utilize push cameras daily to ensure proper maintenance, verify construction integrity, and diagnose sewer problems. These cameras are used in sewer laterals and can be used to get a quick observation of sewer mains as well. Staff have determined the need to replace the following items:

- Sewer Push Camera: Control Module Reel 200' Push Rod (Qty. 1) - \$11,315.00
- Sewer Push Camera: Control Module Reel 100' Push Rod (Qty. 2) @ \$5,975.00 each - \$11,950.00

Reason: Replace the damaged push cameras purchased January 2014, RIDGID CS1000. The Cameras suffer from several issues: they cannot focus, the screen flickers, the self-leveling features are no longer functional, and photo capture is unreliable due to connectivity problems.

Recommendation:

It is recommended to authorize staff to proceed with the purchase of the above sewer push cameras in the total amount of \$25,387.94 (Including tax \$2,122.94) to ensure efficient and effective sewer inspections.

Attachment:

Quote from Vivax



Sales Quote

Vivax-Metrotech Corporation
 3251 Olcott Street
 Santa Clara, CA 95054
 408-734-1400

Page: 1

Sales Quote Number: SQ003685
 Sales Quote Date: 6/5/2024

Sell
 To: Mark Thomas & Co
 Rick Almondia
 20863 Stevens Creek Blvd Ste 100
 Cupertino, CA 95014-2110
 United States

Ship
 To: Mark Thomas & Co
 Rick Almondia
 3251 OLCOTT ST
 SANTA CLARA, CA 95054-3006
 United States

Tax Ident. Type Legal Entity

Customer ID C16032

Ship Via Pickup at Location
 Terms Net 30 Days

SalesPerson Instrument Technology
 Quote Valid to Date

Item No.	Description	Unit	Quantity	Unit Price Excl Tax	Line Discount %	Line Amount Excl. Tax	Total Price
VC6-C200C-D46HDN-US	Control Module, Reel, 200' of HD Pushrod, D46-HD	Each	1	11,315.00	0	11,315.00	11,315.00
VMX-100A-D26HDR-US	Control Module, Reel, 100' of 10mm Pushrod,D26-HDR	Each	2	5,975.00	0	11,950.00	11,950.00

Amount Subject to Sales Tax \$23,265.00
 Amount Exempt from Sales Tax \$0.00

Subtotal: \$23,265.00
 Invoice Discount: \$0.00
 Total Sales Tax: \$2,122.94

Total: \$25,387.94

Future Development Projects:

Prep. Date: 7/12/2024

Items	Descriptions:	Address:	Phase	IA	Estimated Sewer Development, Treatment Plant Capacity and Pump Zone Fees	Re-Development Fees	Estimated Construction	FY 2024-2025 Probability of collection	Collected in 24/25	Collected After 24/25	Remarks
1	Atria Cupertino (Westport) - Senior Living	21255 Stevens Creek Boulevard	Building	Sent	\$ 1,669,354.93	\$ 1,900,000.00	FY24-25	75%	\$ 1,252,016.20	\$ 417,338.73	- Met with the developer to discuss the IA, Bonds and payment deadline, offered flexibility. - Construction begins in 6-9 months from March 14, 2024. - 7/11/2024: Modification permit (M-2024-003) for the Senior Living portion received. To Increase assisted living dwelling unit counts from 123 to 136 and downside commercial space.
2	Canyon Crossing Redevelopment	10625 S Foothill Boulevard	Building (Demo permit)	Sent	\$ 310,118.00	\$ 312,000.00	*	0%	\$ -	\$ 310,118.00	Note: Includes pump zone fee \$43,710.91 1/26/2024: Followed up with the developer concerning the final design of the sewer connection to the CUSD sewer system. Currently in the process of finalizing the demolition permit. 2/20/2024: Sent another email to follow-up with Developer. 3/14/2024: Developer will provide latest update in the next few days 6/26/2023: Plan received but not sure the project status yet. - (942 residential units) IA needs to be updated, Wolf Rd, west of apple spaceship - Part of the City of Cupertino approved project list (2016); Project construction would require demolition of all existing units.
3	Hamptons Apartments - (942 residential units)	19500 Pruneridge Avenue	On-hold/Building	Drafted	\$ 9,591,444.00	*	FY26-27	0%	\$ -	\$ 9,591,444.00	- 5/10/2024: Highly probable that this will be presented at the June 5 Board meeting for approval, subject to the submission of all materials for review by the end of May. (Changed Possibility of collection from 70% to 90%) - 6/14/2024: The developer has decided to proceed with the Board meeting in July 2024, as preparations for the bonds and submission are still underway. Additionally, the probability of collection has been revised to from 70% to 100%. - 7/12/2024: The check, bond, and signed IA for the McClellan Lot split have been prepared. These documents will be submitted to the board for approval on July 17, 2024.
4	District McClellan - subdivide the parcel into 6 lots (SF)	20860 McClellan Road	Building	Signed IA	\$ 82,476.00	\$ 92,000.00	FY24-25	100%	\$ 82,476.00	\$ -	2nd submittal review completed May 19, 2023.
5	Leon Townhomes - 7 Townhomes	10046 BIANCHI WAY	Planning - Approved	IA to be updated during Building Phase	\$ 86,408.00	\$ 97,000.00	FY 25-26	1%	\$ 864.08	\$ 85,543.92	2/19/2024: Emailed developer and asked them why they want to remain private and requesting O&M plan, rehabilitation program, and ownership if it were to remain private. 4/3/2024: Meeting was held with SandHill to discuss the schedule of payments and total amount of fees. 4/22/2024: The administration, engineering, and inspection fees, totaling \$275,066 for the Phase 1 Installer's Agreement, have been calculated and communicated to the developer. 5/9/2024: CUSD requested specific information from the developer to finalize the Installer Agreement for Phase 1 work, including utility sheets, commercial building square footages and proposed uses, as well as the number and type of residential units connecting to the sanitary sewer system.
6	Rise Redevelopment - Phase 1	10123 North Wolfe Road	Planning - Phase 1	NA	\$ 18,278,969.34	1.67 Mil.	FY 25-26	1%	\$ 182,789.69	\$ 18,096,179.65	2/19/2024: Emailed developer and asked them why they want to remain private and requesting O&M plan, rehabilitation program, and ownership if it were to remain private. 4/3/2024: Meeting was held with SandHill to discuss the schedule of payments and total amount of fees. 4/22/2024: The administration, engineering, and inspection fees, totaling \$275,066 for the Phase 1 Installer's Agreement, have been calculated and communicated to the developer. 5/9/2024: CUSD requested specific information from the developer to finalize the Installer Agreement for Phase 1 work, including utility sheets, commercial building square footages and proposed uses, as well as the number and type of residential units connecting to the sanitary sewer system.
7	Rise Redevelopment -Additional Phases	10123 North Wolfe Road	Planning	NA	\$ 17,417,563.18	*	FY 27-28	0%	\$ -	\$ 17,417,563.18	-
8	Marina Plaza (DeAnza Ventures)	10415 N De Anza Boulevard	Planning S3	Drafted	\$ 3,558,664.00	*	FY 25-26	0%	\$ -	\$ 3,558,664.00	Project on hold - until a more favorable interest rate becomes available
9	1655 S. DeAnza Redevelopment - 2 Parcels into 34 residential units	1655 S. DeAnza	Planning	*	\$ 467,240.00	*	FY25-26	1%	\$ 4,672.40	\$ 462,567.60	Preparing to apply for Building Permit
10	10619 S De Anza Blvd - Mixed Use (2090 SF Commercial & 11 Residential Units)	10619 S De Anza Blvd	Planning	*	\$ 163,045.20	*	FY26-27	0%	\$ -	\$ 163,045.20	There have been no updates since Submittal #1 from the applicant 12/23/2022. - 5/1/2024:Checked status, there has been no progress or movement noted.
11	141 Housing on 2 Existing Commercial Parcels (Indian Restaurant & Daycare. Across from The Counter Burger)	20015 Stevens Creek Boulevard	Planning	*	\$ 1,441,926.75	*	FY25-26	0%	\$ -	\$ 1,441,926.75	- Added on 5/15/2023 - 10/25/2023 A new submission has been received this week, revising the total apartments to 141 (originally 134 units). - 11/13/2023: Submittal had been reviewed and addressed.
12	Four Lot subdivision (SF)	20638 Cleo Avenue	Planning	*	\$ 54,984.00	*	FY26-27	0%	\$ -	\$ 54,984.00	2nd submittal - Demo Permit on 4/28/2023 3/28/2024: 2nd submittal has been reviewed and sent.
13	Idlewild Cupertino (Across the street from Rise) - 76 Condos & 2,000 SF Retail	10065 E. Estates Drive	Planning	*	\$ 1,049,676.00	*	FY26-27	0%	\$ -	\$ 1,049,676.00	- Plan check completed back in 2022 - Received additional request for As Builts
14	Mountain Winery - Single Family Residential subdivision	Pierce Road APN 503-46-005 (Masson Estates)	Planning	-	\$ 454,888.00	*	FY25-26	1%	\$ 4,548.88	\$ 450,339.12	- 11/13/2023: To review plans, determine capacity. - 12/15/2023: Draft Notice of Violation and Will -Serve Letter were submitted to District Manager for review. - 1/31/2024: Sent "Will Serve Requirement" letter to the City Planning Department. 2/27/2024 PR-2024-003 Reviewed initial plan; additional utility details are required in order to proceed. 4/9/2024: CBG Consultants requested District Design standards. Information regarding pipe slopes and utility separation was sent to them.
15	58 Townhomes - Summerhill Homes (Across from the office at Pizza Hut, Fontanas, & Staples)	20840 Stevens Creek Blvd	Planning	*	\$ 797,268.00	*	FY25-26	1%	\$ 7,972.68	\$ 789,295.32	4/26/2024: The new development project is still in its early stages and lacks utility plans, specifically regarding the subdivision of parcel 503-15-084. Further inquiry is made to obtain additional project details. 5/2024: The maps and required upgrades/upsizing for the Chadwick Heights facilities have been sent.
16	Chadwick Heights - 85 New Homes (Saratoga Hills - APN 503-15-084)	South of 12906 Chiquita Ct (No specific address: Near by Lot to the North)	Planning	*	\$ 1,341,143.68	*	FY26-27	0%	\$ -	\$ 1,341,143.68	- 11/13/ 2023: The Developer has requested the release of the faithful performance bond on Nov 7, 2023, but as the final paving is still pending due to PG&E, there is a possibility of needing to renew the bond, which expires on November 25, 2023. - 11/27/2023 Waiting for the developer to renew the bond and provide an updates.
17	Alan Row - 9 Townhouses	22690 Stevens Creek Blvd.	Construction	Fully Executed	\$ 112,498.00	132 K	2024	0%	\$ -	\$ -	- 7/9/2024: This is a new development on undeveloped hilly land, proposing 28 single-family dwellings, 7 townhomes, and a 20,000-square-foot community sports center with a gym and swimming pool. Currently, this is the only information available. We will proceed further once additional details are provided to the district.
18	Vista Heights - APN is 356-05-007	Linda Vista drive (No address yet)	*	*	*	*	*	*	*	*	- 7/2/2024: A redevelopment project proposing approximately 51 three-story attached townhomes. The District provided the Will-Serve Letter. - 7/12/2024: Arranging a meeting to discuss the existing sewer facilities and the overview of the new proposed development.
19	Linda Vista Project - 3 acre site	10857 Linda Vista Drive	*	*	*	*	*	*	*	*	- 7/2/2024: A redevelopment project proposing approximately 51 three-story attached townhomes. The District provided the Will-Serve Letter. - 7/12/2024: Arranging a meeting to discuss the existing sewer facilities and the overview of the new proposed development.
									\$ 1,535,339.93	\$ 53,888,685.47	

* Not enough information from developer to determine.

Spills

Start Date	Location	Cause of Spill	Cat	Main/Lat	Spill Volume (Gal)	Spill Recovered (Gal)	Volume of Wash Water Used (Gal)
None							

PLSDs (Private Lateral Sewage Discharge)

Start Date	Location	Cause of PLSD	Main/Lat	Spill Volume (Gal)	Spill Recovered (Gal)	Volume of Wash Water Used (Gal)
None						

Emergency Calls - Causes

Received Calls - Business Hours	# of Calls	Received Calls - After Hours	# of Calls	Received Calls - Weekend	# of Calls
Root Intrusion	4	Root Intrusion	1	Root Intrusion	0
Onsite	3	Onsite	0	Grease	0
Grease	0	Grease	0	Offset	0
Broken Pipe	0	Offset	0	onsite	0
Others	2	Others	0	Others	1
Pump Station	0	Pump Station	0	Pump Station	0
Total:	9	Total:	1	Total:	1

Repairs

Address	Main/Lat	Description of Work
Forum 1	PS	Rebuilt pump
Cristo Rey Pump Station	PS	Replaced switch and contacts for pump 1

Mainline Maintenance

Size of Pipe	4"	6"	8"	10"	12"	14"	15"	16"	18"	> 20"	Total	FY2023-24 YTD	FY2023-24 Annual Schedule	% Complete (YTD/Annual Schedule)
Mainline Cleaning (ft)	0	12,189	56,099	1,053	7,426	0	3,944	247	5,202	407	86,567	1,339,970	1,673,032	80%
Easement Cleaning (ft)	0	3,605	12,449	0	366	0	2,168	247	3,900	0	22,735	193,525	217,684	89%
CCTV (ft)	0	6,093	11,436	2,539	383	0	0	0	0	0	20,451	229,544	207,880	110%

Lateral Maintenance

Activity	# of Laterals	FY2023-24 YTD	FY2023-24 Annual schedule	% Complete (YTD/Annual schedule)
Cleaning	628	7,031	6,436	109%
CCTV	32	227		
Inspection	28	298		

FOG Inspection

	# of Inspections	YTD FY2023-24	FY2023-24 Annual Schedule	% Complete (YTD/Annual schedule)
Performed	86	297		
Completed	65	249	248	100%
Follow up Needed	3			

**CUPERTINO SANITARY DISTRICT
MEETING/EVENT SCHEDULE**

Item 11.A.

JULY 2024

07/03: 1st Regular Meeting
 07/08: TAC-Canceled
 07/10: CASSE
 07/11: TPAC-Canceled
 07/17: 2nd Regular Meeting
 07/31-08/02: CASA Conference

JULY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3 1st Regular Meeting	4	5	6
7	8 TAC	9	10 CASSE	11 TPAC	12	13
14	15	16	17 2nd Regular Meeting	18	19	20
21	22	23	24	25	26	27
28	29	30	31 CASA ANNUAL CONFERENCE			

AUGUST 2024

07/31-08/02: CASA Conference
 08/05: TAC
 08/07: 1st Regular Meeting
 08/08: TPAC
 08/14: CASSE
 08/21: 2nd Regular Meeting

AUGUST 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 CASA ANNUAL CONFERENCE	2	3
4	5 TAC	6	7 1st Regular Meeting	8 TPAC	9	10
11	12	13	14 CASSE	15	16	17
18	19	20	21 2nd Regular Meeting	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024

09/04: 1st Regular Meeting
 09/09: TAC
 09/11: CASSE
 09/12: TPAC
 09/18: 2nd Regular Meeting

SEPTEMBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Labor Day Holiday	3	4 1st Regular Meeting	5	6	7
8	9 TAC	10	11 CASSE	12 TPAC	13	14
15	16	17	18 2nd Regular Meeting	19	20	21
22	23	24	25	26	27	28
29	30					