CUPERTINO SANITARY DISTRICT SANITARY BOARD MEETING WEDNESDAY, OCTOBER 23, 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 <u>https://global.gotomeeting.com/join/251566821</u>.

1. ROLL CALL

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 OCTOBER 2, 2024
- B. APPROVED MEETING MINUTES OF SEPTEMBER 18, 2024
- C. APPROVAL OF FINANCIAL REPORT AND PAYMENT OF BILLS
- D. TIMESHEETS

5. CORRESPONDENCE

NONE

6. MEETINGS

- A. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT TECHNICAL ADVISORY COMMITTEE (TAC) TO BE HELD ON TUESDAY, NOVEMBER 12, 2024
- B. CALIFORNIA ALLIANCE FOR SEWER SYSTEM EXCELLENCE (CASSE) TELECONFERENCE TO BE HELD ON WEDNESDAY NOVEMBER 13, 2024
- C. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT ADVISORY COMMITTEE (TPAC) TO BE HELD ON THURSDAY, NOVEMBER 14, 2024

CUPERTINO SANITARY DISTRICT SANITARY BOARD MEETING WEDNESDAY, OCTOBER 23, 2024

7. REPORTS

A. CALIFORNIA ALLIANCE FOR SEWER SYSTEM EXCELLENCE (CASSE) TELECONFERENCE HELD ON WEDNESDAY OCTOBER 9, 2024

8. UNFINISHED BUSINESS

A. CRISTO REY LIFT STATION – ELECTRICAL MODIFICATIONS

9. NEW BUSINESS

- A. REIMBURSEMENT REQUEST-PARTIAL SEWER PERMIT FEES (APN: 342-14-095)
- B. INSTALLER'S AGREEMENT CLOSEOUT ALAN ROW

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, NOVEMBER 6, 2024

12. ADJOURNMENT

CUPERTINO SANITARY DISTRICT BOARD MEETING WEDNESDAY, OCTOBER 2, 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:

Acting President Saadati 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: Patrick Kwok, David Doyle, Taghi Saadati, and Bill Bosworth. Angela Chen was on excused absence.

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

Public Present: None

2. PUBLIC COMMENTS:

There were none.

3. CLOSED SESSION:

Acting President Saadati adjourned the regular meeting session and opened the closed session at 7:01 p.m.

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.

Acting President Saadati adjourned the closed session at 7:06 p.m. and the regular meeting was called to order.

4. MINUTES:

A. Approval of the Regular Meeting Minutes of September 18, 2024

On a motion by Director Bosworth, seconded by Director Kwok by a vote of 4-0-0, the minutes of the Regular Meeting held on Wednesday, September 18, 2024, were approved as written.

B. Approved Minutes of September 4, 2024, are to be Noted & Filed.

CUPERTINO SANITARY DISTRICT BOARD MEETING WEDNESDAY, OCTOBER 2, 2024

5. CORRESPONDENCE:

- A. Emailed letter from Saratoga residents regarding Request to Deny Proposed Sewer Connection for House Family Vineyard. It is to be Noted & Filed.
- B. Email from resident Rosemary Wong Opposing Sewer Connection for House Family Vineyard. It is to be Noted & Filed.

6. MEETINGS:

- A. The regular meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) to be held on Monday, October 7, 2024, was cancelled.
- B. Manager Porter and Staff plan to attend the California Alliance for Sewer System Excellence (CASSE) teleconference to be held on Wednesday, October 9, 2024.
- C. The regular meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) to be held on Thursday, October 10, 2024, was cancelled.

7. REPORTS:

A. Director Bosworth reported on the Santa Clara County Special Districts Association (SCCSDA) Special Meeting/Workshop on Proposed LAFCO Policy Changes held on Monday, September 23, 2024.

8. UNFINISHED BUSINESS:

A. The Forum Odor Issues

Manager Porter gave an update on The Forum odor issues. Cleaning started without proper equipment. They were told to stop and obtain the proper equipment and notify the District when ready to resume cleaning. The cleaning was resumed on a Friday without notifying the District. The District found out the following Monday and was able to monitor the rest of the cleaning.

B. Via Regina Forcemain Bypass.

Manager Porter gave an update to the Board on the Via Regina Forcemain Bypass.

9. NEW BUSINESS:

A. Vallco Property Owner Installer's Agreement

On a motion by Director Doyle, seconded by Director Bosworth by a vote of 4-0-0, the Board approved the Vallco Property Owner Installer's Agreement with the added modification to add a timeline for property owner to replenish used funds for the project.

CUPERTINO SANITARY DISTRICT BOARD MEETING WEDNESDAY, OCTOBER 2, 2024

10. STAFF REPORT

A. Manager Porter reported on Future Development Projects.

11. CALENDAR ITEMS

A. The next regular District Board Meeting is scheduled to be held on Wednesday, October 23, 2024.

12. ADJOURNMENT:

On a motion properly made and seconded, at 8:00 p.m. the meeting was adjourned.

Secretary Pro-Tem of the Sanitary Board

Acting President of the Sanitary Board

Approved

CUPERTINO SANITARY DISTRICT BOARD MEETING WEDNESDAY, SEPTEMBER 18, 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, Patrick Kwok, and Bill Bosworth. Director Doyle attended virtually from 621 South Douglas Avenue, Lyons, KS 67554. Director Saadati attended virtually from Hotel Grand Brizo Cerrito 180, C1010AAD Cdad. Autonoma de Buenos Aires, Argentina.

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

Public Present: Rhoda Fry

2. PUBLIC COMMENTS:

Rhoda Fry addressed the Board about her concerns over a Board member's residency. She believes the Board member does not live in the District and Miss Fry feels underrepresented by the Board. Miss Fry also mentioned a sewer odor problem affecting her residence.

Miss Fry left the Board meeting at 7:04 p.m.

3. CLOSED SESSION:

President Chen adjourned the regular meeting session and opened the closed session at 7:11 p.m. Porter and 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.

B. Conference with Legal Counsel – Anticipated Litigation

Manager Porter and Martinez entered the Closed Session at 7:20 p.m.

Board action: There was no reportable action.

President Chen adjourned the closed session at 7:44 p.m. and the regular meeting was called to order.

CUPERTINO SANITARY DISTRICT BOARD MEETING WEDNESDAY, SEPTEMBER 18, 2024

4. MINUTES & BILLS:

A. Approval of the Regular Meeting Minutes of September 4, 2024

On a motion by Director Bosworth, seconded by Director Kwok by a roll call vote of 5-0-0, the minutes of the Regular Meeting held on Wednesday, September 4, 2024, were approved as written.

- B. Approved Amended Minutes of August 21, 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 roll call vote of 5-0-0, the financial statements and warrants were approved.

D. Timesheets

The Board submitted their September timesheets to District Manager Porter.

5. CORRESPONDENCE:

A. Email from County of Santa Clara Registrar of Voters – Certificate of Election Facts and Request to Fill Elective Office by Appointment. It is to be Noted & Filed.

6. MEETINGS:

- A. Director Bosworth plans to attend the Santa Clara County Special Districts Association (SCCSDA) Special Meeting/Workshop on Proposed LAFCO Policy Changes to be held on Monday, September 23, 2024.
- B. Manager Porter plans to attend the regular meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) to be held on Monday, October 7, 2024.
- C. Manager Porter and Staff plan to attend the California Alliance for Sewer System Excellence (CASSE) teleconference to be held on Wednesday, October 9, 2024.
- D. Director Doyle plans to attend the regular meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) to be held on Thursday, October 10, 2024.

7. REPORTS:

- A. Manager Porter reported on the regular meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) held on Monday, September 9, 2024.
- B. Director Bosworth reported on the Santa Clara County Special Districts Association (SCCSDA) Regular Meeting held on Monday, September 9, 2024.

CUPERTINO SANITARY DISTRICT BOARD MEETING WEDNESDAY, SEPTEMBER 18, 2024

- C. Manager Porter reported on the California Alliance for Sewer System Excellence (CASSE) teleconference held on Wednesday, September 11, 2024.
- D. Director Kwok reported on the regular meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) held on Thursday, September 12, 2024.
- E. Manager Porter and the Board reported on the Silicon Valley Fall Festival held Saturday, September 14, 2024, in Cupertino.

8. UNFINISHED BUSINESS:

- A. 2023-2024 Fiscal Year Audit
 - B. Manager Porter reported on selection of auditors for the 2023-2024 Fiscal Year. On a motion by Director Kwok, seconded by Director Bosworth, by a roll call vote of 5-0-0, the Board approved Harshwal for one more year of audit.

9. NEW BUSINESS:

A. Significant Defect Repair Project – Phase 2 Bids

On motion by Director Kwok, seconded by Director Bosworth, by a roll call vote of 5-0-0, the Board approved awarding the project to C2R Engineering.

10. STAFF REPORT

- A. Manager Porter reported on Future Development Projects.
- B. Manager Porter reported on the Monthly Maintenance Summary.

11. CALENDAR ITEMS

A. The next regular District Board Meeting is scheduled to be held on Wednesday, October 2, 2024. President Chen will be absent.

12. ADJOURNMENT:

On a motion properly made and seconded, at 9:01 p.m. the meeting was adjourned.

Secretary of the Sanitary Board

President of the Sanitary Board

Item 4.C.

CUPERTINO SANITARY DISTRICT MONTHLY FINANCIAL REPORT THROUGH SEPTEMBER 2024

3rd Month of Operations (25% into FY Operations) FISCAL YEAR: July 1, 2024 to June 30, 2025

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EXPENSE SUMMARY REPORT

Account Name	Account Number	BUDGET	Prior Expenses	Amount Payable	Total To Date Expenses	Remaining Balance	% Expended To Date	Comments
				SEPT SERVICES				
OPERATING EXPENSES								
Loan Payments	41000	\$1,200,063	\$0.00	\$0.00	\$0.00	\$1,200,062.50	0.0%	None to date
Directors Fees	41030	\$38,000	\$7,066.34	\$3,160.93	\$10,227.27	\$27,772.73	26.9%	On Target
Gasoline, Oil & Fuel	41060	\$4,000	\$0.00	\$0.00	\$0.00	\$4,000.00	0.0%	None to date
Insurance	41060	\$195,500	\$13,916.09	\$1,181.20	\$15,097.29	\$180,402.71	7.7%	Dooley Insurance (November Coverage)
Memberships	41080	\$57,000	\$14,304.71	\$0.00	\$14,304.71	\$42,695.29	25.1%	None this month
Office Rent	41090	\$4,800	\$800.00	\$400.00	\$1,200.00	\$3,600.00	25.0%	
Operating Expenses	41100	\$3,000	\$1,055.64	\$0.00	\$1,055.64	\$1,944.36	35.2%	None this month
Operating Expenses - Credit Card								
Transaction Fees	41100-1	\$6,000	\$414.09	\$506.53	\$920.62	\$5,079.38	15.3%	Credit Card Processing Fees - September
Contractual Services:								
Outfall Maintenance	41113	\$150,000	\$0.00	\$132,885.32	\$132,885.32	\$17,114.68	88.6%	City of Santa Clara FY23-24 (\$86,349) and City of San Jose FY23-24 (\$46,536)
T.P. Oper. & Maint.	41114	\$8,291,700	\$2,046,455.00	\$2,046,455.00	\$4,092,910.00	\$4,198,790.00	49.4%	FY2024-25 2nd Quarter
Professional Services:								
Management Services	41121	\$575,000	\$83,643.73	\$52,050.38	\$135,694.11	\$439,305.89	23.6%	
SSMP Certification and Implementation	41121	\$230,000	\$16,419.43	\$17,625.45	\$34,044.88	\$195,955.12	14.8%	New Waste Discharge Requirements (WDR) Implementation - head start on 2024/2025 activitie
Engineering Services	41122	\$1,450,000	\$238,310.99	\$153,888.15	\$392,199.14	\$1,057,800.86	27.0%	On Target
Peak Flow Reduction	41122-1	\$40,000	\$2,747.64	\$0.00	\$2,747.64	\$37,252.36	6.9%	
Plan Ckg. & Insp.	41123	\$200,000	\$35,319.82	\$27,943.31	\$63,263.13	\$136,736.87	31.6%	On Target
Legal - Consultant Services	41124	\$4,500	\$0.00	\$2,000.00	\$2,000.00	\$2,500.00	44.4%	
Legal - District Counsel	41124	\$50,000	\$6,246.00	\$3,807.00	\$10,053.00	\$39,947.00	20.1%	District Counsel - Legal Services through October 17, 2024
Legal - Common Interest Group (CuSD	41124	¢200.000	¢404 045 40	¢0.000.44	¢440.040.57	\$279.686.43	00.00/	Liveter Andrews Korth, LLD (July to Contempose)
Advance Pay) Legal - Common Interest Group (CuSD	41124	\$390,000	\$101,245.16	\$9,068.41	\$110,313.57	\$279,080.43	28.3%	Hunton Andrews Kurth, LLP (July to September)
Share)	41124	\$110,000	\$58.615.61	\$5,250,13	\$63.865.74	\$46,134.26	58.1%	Hunton Andrews Kurth, LLP (July to September)
Audit	41124	\$110,000	\$36,015.01	\$5,250.13	\$03,805.74	\$14,000.00		
Printing & Publications	41125	\$32,000	\$0.00	\$0.00	\$0.00	\$32,000.00	0.0%	
Repair and Maintenance	41150	\$4,144,000	Φ 0.00	\$0.00	φ 0.00	\$32,000.00	0.0%	None to date
Repairs	41150	\$200,000	\$34,877.28	\$17,339.34	\$52,216.62	\$147,783.38	26.1%	On target
-								•
Maintenance	41151	\$3,944,000	\$766,993.36	\$377,181.61	\$1,144,174.97	\$2,799,825.03	29.0%	On target
Travel & Meetings Staff	41170	\$15,000	\$0.00	\$1,461.17	\$1,461.17	\$13,538.83	9.7%	
Travel & Meetings BOD	41170	\$18,000	\$4,820.38	\$0.00	\$4,820.38	\$13,179.62	26.8%	None this month
Utilities	41190	\$90,000	\$14,952.94	\$6,403.82	\$21,356.76	\$68,643.24	23.7%	Electricity and water at pump stations
Refunds & Reimbursements:								
Miscellaneous	41201	\$50.000	\$400.00	\$100.00	\$500.00	\$49,500,00	1.0%	Refund on Permit Fees paid by property owner
Connection Fees	41202	\$2,000	\$0.00	\$0.00	\$0.00		0.0%	
Checking & Inspection	41203	\$3,000	\$0.00	\$0.00	\$0.00	\$3,000.00	0.0%	None to date
Emergency Funds	48000	\$250,000	\$36,948.13	\$2,106.70	\$39,054.83	\$210,945.17	15.6%	District Staff - Stoppage Response; One emergency from Able Septic
Consolidated Election	48001	\$120,000	\$0.00	\$0.00	\$0.00	\$120,000.00	0.0%	None to date
TOTAL OPERATING EXPENSES		\$17,737,563	\$3,485,552.34	\$2,860,814.45	\$6,346,366.79	\$11,391,195.71	35.8%	
CAPITAL EXPENSES								
District Sewer Capital & Support	46041	\$3,250,000	\$75,803.50	\$66,197.52	\$142,001.02	3,107,998.98	4.4%	Wolfe Rd. Sewer Relocation; Significant Defect Repair; Pump Station Assessment
District Sewer Capital & Support - VTA	46041	\$100.000	\$0.00	\$0.00	\$0.00	100.000.00	0.0%	
Treatment Plant Capital	46042	\$2,293,401	\$783,264.00	\$236,965.00	\$1,020,229.00	1,273,172.00	44.5%	FY2024-25 2nd Quarter
Outfall Capital	46042	\$200,000	\$0.00	\$1,360,187.66	\$1.360.187.66	(1.160.187.66)	680.1%	
District Equipment	46043	\$150,000	\$30,875.13	\$0.00	\$30,875.13	119,124.87	20.6%	
Replacement Fund	46044	\$300,000	\$0.00	\$0.00	\$0.00	300,000.00	0.0%	
TOTAL CAPITAL EXPENSES		\$6,293,401	\$889,942.63	\$1,663,350.18	\$2,553,292.81	\$3,740,108.19	40.6%	
			,			, .,		
TOTAL EXPENSES		\$24.030.964	\$4.375.494.97	\$4,524,164.63	\$8.899.659.60	\$15,131,303.90	37.0%	
		¥24,000,004	φ 4 ,010,404.01	¥7,027,107.00	<i>w</i> 0,033,003.00	φ10,101,000.00	57.070	

CUPERTINO SANITARY DISTRICT MONTHLY FINANCIAL REPORT THROUGH SEPTEMBER 2024 3rd Month of Operations (25% into FY Operations) FISCAL YEAR: July 1, 2024 to June 30, 2025

REVENUE SUMMARY REPORT

Account Name	Account Number	BUDGET	Prior Receipts	Current Month Receipts	Total Amount Received	Remaining Balance to	% Earned To Date	Comments
				Sept Receipts		Collect		
OPERATING REVENUES								
Service Charges								
Handbilling	31010	\$554,750	\$0.00	\$0.00	\$0.00	\$554,750.00	0.0%	None to date
Tax Roll	31010	\$20,189,170	\$0.00	\$0.00	\$0.00	\$20,189,169,99	0.0%	None to date
Permit Fees	31020	\$100.000	\$31,705.57	\$10.214.79	\$41,920.36	\$58.079.64	41.9%	Twenty-six payments received this month; Seventy-five payments received to date
Connection Fees	31020	\$1,200,000	\$0.00	\$11,304.00	\$11,304.00	\$1,188,696.00	0.9%	One payment received to date
Capacity Fees	31032	\$850,000	\$5,212.00	\$2,712.00	\$7,924.00	\$842.076.00	0.9%	One payment received to date
Pump Zone Fees	31032	\$850,000	\$5,212.00	\$2,712.00	\$7,924.00	\$842,078.00	0.9%	None to date
Checking & Inspection Fees	31040	\$300,000	\$20,400.00	\$13,050.00	\$33,450.00	\$266,550.00	<u> </u>	Thirty payments received this month; Eighty-one payments received to date
Annexation	32010 32050	\$2,500 \$350,000	\$0.00 \$82,111.90	\$0.00 \$83.591.88	\$0.00 \$165.703.78	\$2,500.00 \$184.296.22	47.3%	None to date Interest Allocation - FY 2024 Quarter 4 Final
Interest	32050	\$350,000	\$02,111.90	\$0.00	\$165,703.78	\$184,296.22	47.3%	None to date
City of San Jose Credit(s)	32091	\$1,100,000	\$0.00	\$0.00	\$0.00	\$1,100,000.00	0.0%	
Legal - Common Interest Group								
(Tributaries)	32092.1	\$390,000	\$104,463.41	\$0.00	\$104,463.41	\$285,536.59	26.8%	None this month
Legal - Common Interest Group (2%		A7 000	* • • • • • • • • • • • • • • • • • • •	••••	* • • • • • • • • • • • • • • • • • • •	(00.040.05)	100.000	N
Admin Fees)	32902.2	\$7,800	\$10,446.35	\$0.00	\$10,446.35	(\$2,646.35)	133.9%	None this month
Refunds/Reimbursements - Misc.	32091	\$10,000	\$142.05	\$0.00	\$142.05	\$9,857.95	1.4%	None this month
Refunds/Reimbursements - VTA	46041	\$100,000	\$0.00	\$0.00	\$0.00	\$100,000.00	0.0%	None to date
Lateral Construction	32093	\$15,000	\$0.00	\$0.00	\$0.00	\$15,000.00	0.0%	None to date
TOTAL OPERATING REVENUE		\$25,189,220	\$254,481.28	\$120,872.67	\$375,353.95	\$24,813,866.04	1.49%	
		\$0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	Reserve Account
TOTAL OPERATING REVENUE		\$25,189,220	\$254,481.28	\$120,872.67	\$375,353.95	\$24,813,866.04	1.49%	

CASH ACCOUNT SUMMARY

		Replacement	Comingled	Cal Bank	Loan Balance	
Date	Operating Fund	Fund	Fund	Trust Acct	with interest *	Net Cash
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
July 31, 2024	\$18,904,321.82	\$4,200,000.00	\$14,704,321.82	\$866,219.23	\$721,852.87	\$20,492,393.91
August 31, 2024	\$15,357,516.91	\$4,200,000.00	\$11,157,516.91	\$883,910.02	\$722,889.82	\$16,964,316.75
September 30, 2024	\$14,829,219.87	\$4,200,000.00	\$10,629,219.87	\$904,453.01	\$723,854.04	\$16,457,526.92

FOR CAL BANK SUMMARY, SEE ATTACHED DETAIL.

Sheet 2 of 2

CALIFC		NK AND T	RUST A	ACCOUNT	SUMMA	RY AS C)F 09/30/2	24	:
		Total Interest	Interest or		Refund			Checking	
		Earned or Refund	Refund Prorated to		Prorated to \$600K	District Portion of		Acct Balance (Credit Card	
		Received from	Loan	Loan Balance	District	Savings	Total Savings	Payments	TOTAL AT CAL
Cal Bank Activities	5	CSJ	Balance	w/Interest	Savings	Balance	balance	Received)	BANK
<u>No.</u> Payee <u>Date</u>	Check Amount			\$10,000,000.00			\$10,000,000.00		\$10,000,000.00
1001 San Jose 10/16/19 1002 San Jose 10/16/19	\$2,180,309.00 \$29,515.44			\$7,819,691.00 \$7,790,175.56			\$7,819,691.00 \$7,790,175.56		\$7,819,691.00 \$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 1005 Tesco 12/18/19	\$108,814.78 \$169,018.00			\$7,663,653.78 \$7,494,635.78			\$7,663,653.78 \$7,494,635.78		\$7,663,653.78 \$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
1007 San Jose 01/15/20 Interest through 3/31/20	\$6,966,355.00	\$6,823.36	\$6,823.36	\$173,721.55 \$180,544.91			\$173,721.55 \$180,544.91		\$173,721.55 \$180,544.91
Deposit 04/16/20		φ0,025.50	φ0,023.30	\$180,544.91		\$600,000.00	\$780,544.91	\$2,996.28	
Balance as of 5/30/2020		\$179.37	\$41.50	\$180,586.41	\$137.87		\$780,724.28		\$786,469.09
Balance as of 6/30/2020 Balance as of 7/31/2020		\$197.98 \$191.84	\$45.80 \$44.37	\$180,632.21 \$180,676.58	\$152.18 \$147.47	\$600,290.05 \$600,437.52	\$780,922.26 \$781,114.10		
Balance as of 8/31/2020		\$154.53	\$35.74	\$180,712.33			\$781,268.63	\$48,220.05	\$829,488.68
Balance as of 9/30/2020 Balance as of 10/31/2020		\$25.62 \$25.62	\$5.93 \$5.93	\$180,718.25 \$180,724.18	\$19.69 \$19.69		\$781,294.25 \$781,319.87		
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 Balance as of 1/31/2021		\$26.47 \$24.83	\$6.12 \$5.74	\$180,736.42 \$180,742.17	\$20.35 \$19.09		\$781,372.81 \$781,397.64	\$89,436.48 \$99,672.14	
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 Balance as of 4/30/2021		\$28.26 \$22.27	\$6.54 \$5.15	\$180,754.25 \$180,759.40			\$781,449.88 \$781,472.15		
Balance as of 5/31/2021 Balance as of 5/31/2021		\$22.27 \$11.99	\$5.15 \$2.77	\$180,759.40 \$180,762.18					
Deposit - CSJ Refund 06/22/21 Balance as of 6/30/2021		\$1,415,647.00	\$926,889.61	\$1,107,651.79	\$488,757.39	\$1,089,479.35	\$2,197,131.14		
1008 Voided - CSJ 07/15/21		\$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
Balance as of 7/31/2021		\$36.12	\$18.21	\$1,107,680.25		\$1,089,507.35			
Balance as of 8/31/2021 Balance as of 9/30/2021		\$38.53 \$36.12	\$19.42 \$18.21	\$1,107,699.67 \$1,107,717.88		\$1,089,526.46 \$1,089,544.37	\$2,197,226.13 \$2,197,262.25		
1009 Co-Mingled Fund 10/20/21	\$690,453.00	ψ00.12	ψ10.21	ψ1,107,717.00		(\$480,000.00)	ψ2,137,202.23	(\$210,453.00)	
1010 C2R Engineering 10/20/21 Balance as of 10/20/2021 10/20/2021 10/20/2021	\$49,030.00			(\$49,030.00) \$1,058,687.88		\$609,544.37	\$1,668,232.25	\$4,804.91	\$1,673,037.16
Balance as of 10/20/2021 Balance as of 10/31/2021		\$31.44	\$19.95						
Balance as of 11/30/2021		\$29.25	\$18.56	\$1,058,726.40			\$1,668,292.94		
Balance as of 12/31/2021 Balance as of 1/31/2022		\$28.34 \$28.34	\$17.99 \$17.99	\$1,058,744.38 \$1,058,762.37					
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 Balance as of 4/30/2022		\$28.34 \$26.51	\$17.99 \$16.82	\$1,058,796.60 \$1,058,813.42					
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 Balance as of 7/31/2022		\$43.43 \$100.11	\$27.56 \$63.53	\$1,058,859.55 \$1,058,923.08		\$609,643.20 \$609,679.78			
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 Balance as of 10/31/2022		\$205.76 \$212.64	\$130.58 \$134.94	\$1,059,197.27 \$1,059,332.22			\$1,669,034.92 \$1,669,247.56		
1011 C2R Engineering, Inc. 11/16/22	\$54,058.43		ψ10 1 .04					(\$54,058.43)	
Balance as of 11/30/2022 Balance as of 12/31/2022		\$205.81 \$205.84	\$130.61 \$130.63	\$1,059,462.83 \$1,059,593.46		\$609,990.54 \$610,065.75			
1012 C2R Engineering, Inc. 01/30/23	\$42,585.13	\$20 <u>5</u> .04	φ130.03	\$1,039,393.40	φ1 J.21	φ010,003.73	\$1,005,035.21	\$42,585.13	
Balance as of 1/31/2023 Balance as of 2/28/2023		\$188.72	\$119.76	\$1,059,724.08 \$1,059,846.03		\$610,134.71 \$610,204.92			
Balance as of 3/31/2023		\$192.16 \$265.40	\$121.95 \$168.43	\$1,060,014.46		\$610,204.92			
1013 C2R Engineering, Inc. 04/25/23	\$137,280.63	¢500.00	¢220.02	¢4 000 054 00	\$402.00	¢040.405.00	¢4 070 047 07	\$137,280.63	
Balance as of 4/30/2023 Balance as of 5/31/2023		\$530.92 \$1,992.43	\$336.93 \$1,264.43						
Balance as of 6/30/2023		\$2,752.06	\$1,746.51	\$1,063,362.34	\$1,005.55			\$70,597.45	\$1,746,189.21
Transfer for 11/16/2022 C2R Engineering Transfer for 1/30/2023 C2R Engineering				(\$54,058.43) (\$42,585.13)				\$54,058.43 \$42,585.13	
Transfer for 4/5/2023 C2R Engineering				(\$137,280.63)				\$137,280.63	
Total \$254K transferred from Loan bal. to cl 1014 Check to CuSD Commingled Account				(\$20,075.81)				\$20,075.81 (\$254,000.00)	
5				\$809,362.34				\$70,597.45	
Balance as of 7/31/2023 Balance as of 8/31/2023		\$2,848.55 \$2,421.59	\$1,621.78 \$1,378.70		\$1,226.77 \$1,042.89				\$1,502,164.30 \$1,515,810.29
Balance as of 9/30/2023		\$2,421.59	\$1,378.70	\$813,654.68	\$977.21				\$1,515,810.29
Transfer for10/18/2023 pmt. to Conquest	\$10,000,000			(\$10,000.00)				\$10,000.00	
1015 Conquest Contractor 10/18/23	\$10,000.00			\$803,654.68				(\$10,000.00) \$102,700.23	
Balance as of 10/31/2023		\$2,500.33	\$1,423.53	\$805,078.21	\$1,076.80			\$115,823.74	\$1,537,455.05
Balance as of 11/30/2023		\$2,318.77	\$1,313.13	\$806,391.34 (\$93,032.00)	\$1,005.64	\$617,558.75	\$1,423,950.08	\$127,552.12 \$93,032.00	\$1,551,502.20
1016 Conquest Contractor 12/20/23	\$93,032.00	<i>a</i>	A · -	\$713,359.34		AD (A	(\$93,032.00)	
Balance as of 12/31/2023 Balance as of 1/31/24		\$2,264.45 \$2,441.51	\$1,213.72 \$1,308.63		\$1,050.73 \$1,132.88				
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 Balance as of 4/30/24		\$2,015.23 \$2,227.22	\$1,080.14 \$1 103 77		\$935.09 \$1.033.45				
Balance as of 4/30/24 Balance as of 5/31/24		\$2,227.22 \$1,990.41	\$1,193.77 \$1,066.84	\$719,234.12 \$720,300.96	\$1,033.45 \$923.57				
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
Balance as of 7/31/24 Balance as of 8/31/24		\$1,095.07 \$1,934.65	\$586.95 \$1,036.95	\$721,852.87 \$722,889.82	\$508.12 \$897.70		\$1,346,764.50 \$1,348,699.15		\$1,588,072.09 \$1,606,799.84
Balance as of 9/30/24		\$1,798.95	\$964.22	\$723,854.04	\$834.73				\$1,628,307.05
TOTAL OD DAL			A002 07	A			A4 0	A077 0	
TOTAL OR BALANCE AMOUNT	\$10,933,400.99	\$1,493,511.04	\$986,866.98	\$722,889.82	\$26,644.06	\$626,644.06	\$1,350,498.10	\$277,808.95	\$1,628,307.05

CUPERTINO SANITARY DISTRICT WARRANTS PAYABLE - October 23, 2024

Plan Checking & Inspection Repairs Repairs (Pump Stations)	400.00 52,050.38 17,625.45 153,888.15 27,943.31 11,793.06
20024M&O\$1,181.20Dooley Insurance ServicesInsurance - Group Life & DentalN/AM&O\$506.53CalBank Credit Card Processing FeesOperating Exp Credit Card Processing Fees20025M&O\$599,498.17Mark ThomasOffice Rent20026M&O\$599,498.17Mark ThomasOffice Rent20027M&O\$599,498.17Mark ThomasSSMP Cert Update and ImplementationEngineering ServicesPlan Checking & InspectionRepairsRepairsRepairs (Pump Stations)Repairs	52,050.38 17,625.45 153,888.15 27,943.31
N/A M&O \$ 506.53 CalBank Credit Card Processing Fees Operating Exp Credit Card Processing Fees 20025 M&O \$ 599,498.17 Mark Thomas Office Rent Management Services SSMP Cert Update and Implementation Engineering Services Plan Checking & Inspection Repairs Repairs Repairs (Pump Stations)	52,050.38 17,625.45 153,888.15 27,943.31
20025 M&O \$ 599,498.17 Mark Thomas Office Rent Management Services SSMP Cert Update and Implementation Engineering Services Plan Checking & Inspection Repairs Repairs (Pump Stations)	52,050.38 17,625.45 153,888.15 27,943.31
Management Services SSMP Cert Update and Implementation Engineering Services Plan Checking & Inspection Repairs Repairs (Pump Stations)	52,050.38 17,625.45 153,888.15 27,943.31
SSMP Cert Update and Implementation Engineering Services Plan Checking & Inspection Repairs Repairs (Pump Stations)	17,625.45 153,888.15 27,943.31
Engineering Services Plan Checking & Inspection Repairs Repairs (Pump Stations)	153,888.15 27,943.31
Plan Checking & Inspection Repairs Repairs (Pump Stations)	27,943.31
Repairs Repairs (Pump Stations)	
Repairs (Pump Stations)	11,793.06
	,
X. * .	2,947.38
Maintenance	219,341.50
Maintenance (Pump Stations)	43,185.85
Travel & Meetings-Staff	1,461.17
Utilities (Pump Stations)	1,052.70
Emergency Funds	1,611.70
District Sewer Capital & Support	66,197.52
20026 M&O \$ 1,446,537.09 City of Santa Clara Outfall Maintenance FY2023-24	86,349.43
Outfall Capital FY2023-24 1,	,360,187.66
20027M&O\$2,329,955.89City of San JoseOutfall Maintenance FY2023-24	46,535.89
Treatment Plant O&M FY2024-25 Q2 2,	,046,455.00
Treatment Plant Capital FY2024-25 Q2	236,965.00
20028 M&O \$ 2,000.00 Richard Tanaka Legal - Consultant Services	
20029 M&O \$ 3,807.00 Armento & Hynes Legal - District Counsel	
20030 M&O \$ 14,318.54 Hunton Andrews Kurth, LLP Legal - CIG/Tribs (CuSD Advance Pay)	9,068.41
Legal - CIG/Tribs (CuSD Share)	5,250.13
20031 M&O \$ 2,598.90 St. Francis Electric Repairs (Pump Station - Forum 2)	
20032 M&O \$ 10,682.00 Frisch Engineering, Inc. Maintenance (Pump Station - Cristo Rey)	
20033 M&O \$ 714.28 Home Depot Maintenance (Pump Stations)	283.60
Maintenance	430.68
20034 M&O \$ 494.35 B.W.S. Distributors Maintenance	
20035 M&O \$ 28.63 City of Cupertino Maintenance	
20036 M&O \$ 234.00 County-Dept. of Environmental Health Maintennce	
20037 M&O \$ 4,287.50 Flowing Water Maintenance	
20038 M&O \$ 6,261.75 Roto-Rooter Maintenance	
20039 M&O \$ 40,942.00 AB/JDD Plumbing Heating & AC Maintenance	
20040 M&O \$ 51,504.75 Able Underground Construction Maintenance	51,009.75
Emergency Funds	495.00
20041 M&O \$ 5,273.87 PG&E Utilities (Pump Stations)	
20042 M&O \$ 77.25 City of Santa Clara Utilities Utilities (Pump Stations)	
20043 M&O \$ 100.00 Tang Yan Refunds & Reimbursements-Miscellaneous	
TOTAL WARRANTS \$ 4,524,164.63	

Pk Flow Red. Total:	\$ -	District Staff
Maintenance Total:	\$ 336,239.61	Staff, Frisch, Home Dep, BWS, City of Cup, Env. Health, RotoRrooter, ABLE, AB/JDD, Flowing Water
Utilities Total:	\$ 6,403.82	PG&E, City of Santa Clara Utilities, San Jose Water Co., Internet, Cellphones
Emergency Total:	\$ 2,106.70	District Staff, Able
Pump Station Portion:	\$ 65,048.85	District Staff, Frisch Engineering, Home Depot, Utilities (all Pump Stations)
VTA Portion:	\$ -	

EMERGENCY DETAILS: Able - One emergency this month AB/JDD Plumbing - No emergencies this month Roto-Rooter - No emergencies this month



Cupertino Sanitary District

- To: Benjamin Porter, District Manager-Engineer
- **Date:** October 18, 2024

Re: Proposed Cristo Rey Lift Station Short and Long-Term Electrical Plans

Background:

Based on our recent engineering assessments and collaboration with the operations team, we have drafted up both short-term and long-term plans for its improvement, ensuring safety, efficiency, and maintainable.

Short-Term Plan: Immediate Actions for Operational Stability

1. Electrical Panel Upgrade

The Cristo Rey Lift Station's electrical control panel is outdated, posing significant operational and safety risks. Immediate action is required to upgrade the system to meet modern safety standards, ensure efficient performance, and accommodate future system expansions. **Key Issues with the Current Electrical Panel**

- <u>Outdated Equipment</u>: The current control panel has exceeded its expected lifespan and has undergone several undocumented modifications over time. These unrecorded changes have compromised critical emergency shutoff features, making the system vulnerable to malfunctions.
- <u>Non-compliance with Modern Safety Standards</u>: The existing system lacks key safety features, exposing it to environmental risks and hazards. It does not comply with current safety regulations, which is crucial for Operations use and public health.
- <u>Difficulty in Maintenance and Repairs</u>: The undocumented changes make troubleshooting and repairs challenging. Maintenance teams struggle to identify what was modified, leading to potential delays in fixing problems or responding to emergencies.

Why the Upgrade is Necessary

- Addressing Safety Concerns:
 - The outdated panel lacks essential safety features, such as functioning emergency power shutoffs. These missing safeguards increase the risks of malfunctions, which could harm public health and the environment.
 - Without accurate records of the previous modifications, it is impossible to determine what needs fixing to make the station safer. An upgrade would restore safety compliance, reduce risks for maintenance personnel, and prevent costly repairs down the line.
- Improving Operational Reliability:
 - The upgrade will enhance the station's reliability by reducing the risk of electrical failures that can disrupt service or increase maintenance costs.
 - Bringing the system into compliance with modern safety and operational standards will ensure a more stable and efficient operation for years to come.

• Future-Proofing the System:

- The current electrical system lacks capacity for future expansions or upgrades. Any attempt to add new components or expand operations would require extensive electrical work.
- Upgrading now will provide flexibility for future system improvements, avoiding costly overhauls and ensuring the station is ready for any future needs.

Frisch Engineering's Role in the Upgrade

Frisch Engineering will be responsible for designing and implementing a comprehensive electrical upgrade for the Cristo Rey Lift Station. Their focus will be on ensuring safety, efficiency, and long-term compatibility. The upgrade will include the following:

Electrical System Design

<u>Complete Electrical System Overhaul:</u>

Frisch will design a new electrical control panel and upgrade the entire power distribution system. This will ensure that the station can operate at full capacity, with modern, easily maintained equipment. The design includes detailed electrical elements such as wiring diagrams, single-line diagrams, and power distribution layouts to support seamless operation.

SCADA Integration:

The new control panel will be fully integrated with the station's SCADA (Supervisory Control and Data Acquisition) system, which allows for real-time monitoring and automation of the station's operations. This will improve efficiency by enabling remote control and providing operators with critical operational data.

Safety-First Design

Safety is a priority for Frisch Engineering. Their design will incorporate the latest arc flash mitigation strategies to protect personnel and minimize electrical hazards. The upgraded system will comply with NFPA 70 and OSHA standards, ensuring that the station meets all necessary safety regulations. Key safety features include:

- <u>Arc Flash Protection</u>:
 Mitigating are flash bazards will
 - Mitigating arc flash hazards will ensure the safety of maintenance personnel during repairs or inspections.
- Backup Power Supply:

The diesel generator will be setup to provide backup power during outages, ensuring that the station continues to operate without interruption during emergency situations.

Future-Proof and Long-Term Reliability

Frisch's design will prepare the station for future upgrades and expansions by building in the necessary flexibility and capacity. This means future components can be integrated seamlessly without requiring major infrastructure changes. The design also prioritizes:

Weather Protection and Environmental Durability:

The control panel will be housed in a weather-protected enclosure, safeguarding it from extreme environmental conditions and preventing heat-related malfunctions. This increases the longevity of the components and ensures continued reliability.

• Long-Term Maintenance Efficiency: The design aims to reduce maintenance needs while enhancing safety and reliability. With fewer electrical hazards and more efficient power distribution, the system will require less upkeep, cutting down on operational disruptions and long-term maintenance costs.

Electrical Costs

Frisch's Electrical Design Engineering Services Quoted Price:

• Electrical Engineering Design Services: \$84,600

- Engineering Cost Estimate on Panel and Labor:
 - New Control Panel: \$150,000
 - Electrical distribution, conduit, and labor: \$60,000
 - Total estimated cost: \$210,000
 - Total Electrical Estimated Cost + Quoted Price: \$294,600

2. Odor Control System Installation

Odor control is an essential element for maintaining environmental standards around the lift station. We propose the installation of an odor control unit as part of the electrical upgrades. This will:

• Improve environmental quality, reducing complaints from residents and businesses in the vicinity.

- Enhance operational conditions, as odor management is vital for the ongoing functionality of the system.
- Quoted Price:
 - Titus Twister Mixing Aerator Model TT40 and Ozone Generator: \$54,530
 - The quote was issued February 5, 2024, and was valid for 30 days.

Engineering Cost Estimate:

- o Titus Twister to Control Panel setup and installation labor: \$25,000
 - > CUSD is waiting for a quote from Frisch Engineering

3. Permanent Shade Structure for the Electrical Panel

To protect the newly installed control panel from weather-related wear and tear, we recommend the construction of a permanent shade structure. Exposure to the elements can significantly reduce the lifespan of electrical components, leading to more frequent maintenance.

The District is currently facing operational challenges with the lift station, primarily due to the lack of a shade structure over the control cabinet. The fan inside the control cabinet has stopped functioning, and field staff suspects that excessive heat buildup inside the cabinet may be triggering false SCADA alarms. These alarms are not only disruptive during regular working hours but also require staff intervention after hours, straining resources and potentially delaying responses to actual issues.

This shade structure will:

- Shield the control panel from environmental damage.
- Reduce long-term maintenance costs and extend equipment longevity.

Engineering Cost Estimate:

• Included in the \$20,000 allocated for site lighting, receptacles, and panel protection.

Total Electrical Engineering Cost Estimate:

	Electrical				
1	Pump Control Panel	1	LS	\$150,000	\$150,000
2	Electrical Distribution/Conduit and Conductors	1	LS	\$30,000	\$30,000
3	Balance of Electrical Materials, Equipment, & Labor	1	LS	\$30,000	\$30,000
4	Site Lighting, Control Panel Shade & Receptacles	1	LS	\$20,000	\$20,000
5	Utility Transformer/Generator Setup & Labor	1	LS	\$25,000	\$25,000
	Titus Twister Mixing Aerator Model TT40 and Ozone				
6	Generator	1	LS	\$54,530	\$54,530
7	Labor cost to Connect Odor Control Unit to Panel and LS	1	LS	\$25,000	\$25,000
8	Electrical Engineering Design Services	1	LS	\$84,600	\$84,600
	Electrical Subtotal				\$419,130

Long-Term Plan: Strategic Development for Future Capacity

1. Design and Construct a New Lift Station Upstream

The need for a new lift station upstream of the Cristo Rey Lift Station is critical, not due to increased operational demands from growth, but primarily because the current station's small wet well depth (14.75 feet) is causing significant operational inefficiencies. The limited capacity of the wet well (567.5 cubic feet) forces the pumps to cycle frequently, leading to:

- Excessive Pump Usage: Frequent cycling means the pumps are running far more often than they should, causing premature wear and tear on the equipment. This results in higher maintenance demands and more frequent pump replacements, driving up long-term operational costs.
- Decreased Equipment Lifespan: Running the pumps so often under these conditions shortens their lifespan, requiring additional downtime for repairs and increasing the risk of

unexpected failures. A new lift station with a properly sized wet well will alleviate these issues by reducing the strain on the pumps, ultimately extending their longevity.

• Reduced Maintenance Costs: By addressing the current inefficiencies, a new upstream station will significantly lower the maintenance demands on the existing lift station. This would lead to fewer pump replacements and reduced repair work, translating into lower operational costs over time.

System Positioning for Existing Demands

• Optimizing for Existing Flows: Constructing a new lift station upstream will handle the existing flows between the two upstream communities near Cristo Rey Road. This will reduce the load on the current lift station and allow it to operate more efficiently, limiting the frequency of pump use.

Cost Considerations:

- This will require a detailed assessment, including land acquisition, design specifications, and construction costs. These aspects will need further analysis to determine the total financial requirements.
 - Land Acquisition: Identifying and securing an appropriate location upstream will be a key factor in determining the overall cost of the project.
 - Design Specifications: The design of the new lift station will need to address both current operational inefficiencies and future growth. Detailed engineering specifications will need to be developed, including wet well sizing, power distribution, distribution system upgrades around the lift station, and SCADA integration.
 - Construction Costs: The full scope of construction will include not only the lift station itself but also the necessary electrical, piping, mechanical, and control systems. A comprehensive financial assessment will be required to determine the total investment needed for the project.
- Preliminary Engineering Cost Estimate: \$1.3 to 1.5 Million

2. Land Acquisition for the New Lift Station

The construction of a new lift station will require additional land, as the current site is limited by a stormwater main and PG&E infrastructure. A feasibility study will need to be conducted to identify suitable land that avoids interference with existing utilities and supports the construction of a larger station.

Cost Considerations:

• Land acquisition will likely increase both the timeline and costs of the project, but it is necessary to ensure sufficient space for the new station.

3. Upgrade the Distribution System Around the Lift Station

As part of the long-term plan, the installation of a new wet well will require the rerouting of the existing gravity line and air jumper entering the wet well. Additionally, the exiting force main will become longer.

With the length increasing, the Total Dynamic Head (TDH) will also increase, primarily due to greater friction losses over the longer distance. TDH is a measure of the energy required to pump fluid, which includes static head (elevation difference) and friction losses in the pipe. When TDH increases:

- Larger pumps might be required to overcome the added resistance and maintain the same flow rate.
- Larger pipes could reduce friction losses, as larger diameters decrease the velocity of the fluid, minimizing resistance and helping reduce TDH.

Cost Considerations:

• Conducting a modeling analysis of the sewer gravity and force main pipe sizes will help optimize the design and ensure cost-effective upgrades tailored to the system's specific needs.

4. Titus Twister Integration

To enhance the operational efficiency of the new lift station, we propose the integration of the Titus Twister Odor Control system, which will mitigate odors, break down grease in the wet well, and reduce H2S concentrations. In doing so, the Titus Twister system improves pump performance and reduces maintenance.

Cost Estimate:

Per the Short-Term Plan, Frisch Engineering is providing the Titus Twister Integration into their Electrical Engineering Design Services.

Conclusion:

Our proposed plan for the Cristo Rey Lift Station is a comprehensive approach designed to address both short-term operational needs and long-term accommodation to existing flows with less operation run times. The **short-term plan** focuses on crucial safety upgrades, including the electrical panel, odor control, and protective measures. These upgrades will ensure that the lift station continues to operate reliably and safely.

The **long-term plan** emphasizes the construction of a new lift station with improved capacity and efficiency, an upgraded distribution system around the lift station, and the incorporation of advanced technology like the Titus Twister. Additionally, land acquisition, feasibility studies, and modeling the system will ensure that the new infrastructure can support the District's current and future needs.

By implementing these strategic initiatives, we are positioning the Cristo Rey Lift Station to operate effectively and efficiently, both now and in the years to come. These plans not only ensure compliance with safety standards but also reflect our commitment to proactively maintaining and enhancing our wastewater infrastructure.



Cupertino Sanitary District

Memo

Item 9A

To: Board of Directors From: Benjamin Porter, District Manager-Engineer

Date: October 23, 2024

Re: Reimbursement of Sewer Permit Fee 10116 Prado Vista Drive, Cupertino (APN: 342-14-095)

Summary:

On April 19, 2024, the District reviewed project plans for 10116 Prado Vista Drive. The proposed scope of work included abandoning the existing sanitary sewer lateral and installing a new sanitary sewer lateral, along with a new property line cleanout (PLCO) and a new backflow preventer. The calculated permit fees were \$1,350.00. Permit fees were paid on May 13, 2024.

The scope of work was revised on October 10, 2024. The revised scope of work includes the installation of a new PLCO and a new backflow preventer to the existing sanitary sewer lateral. Additionally, it entails temporarily disconnecting and capping the existing lateral during the demolition of the existing home. The revised permit fees are \$950.00.

Fees	Original Scope of Work Permit Fees 04/19/2024	Revised Scope of Work Permit Fees 10/10/24
Lateral Plan Check Fee	\$ 300.00	\$ 300.00
Disconnecting and Capping Fee	\$ 250.00	\$ 250.00
New Lateral Installation w/ CCTV Inspection Included	\$ 800.00	\$ 0
Existing Lateral w/ New Cleanout and	\$ O	\$ 400.00
CCTV Inspection Included		
Total:	\$1,350.00	\$950.00

The property owner, Suni Gangaram is requesting partial reimbursement for payment of sewer permit fees.

Recommendation:

Approve reimbursement of \$400.00 to Sunil Gangaram for the inspection fee.

Attachments:

- 1. Receipt of Fees # 12342
- 2. Approved Comment Letter



Attachment 1.

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

Receipt	#:	12342	Recieved From:	Sunil Gangaram	
5/	13/2024	3:46:36PM	Address: Phone:	sunil.gangaram@gmail.co 650-942-9710	om
		CI	neck / Property Information		
Check No.	Master	card7549		Bank:	
mount:	One T	housand, Three Hundred,	Fifty & 00/100	City Permit BLD-20)23-2396
PN #	342-14	-095		CuSD Permit 23-219	
roperty:	10116	PRADO VISTA DR, Cupertine	o, CA 95014	Bldng/Apt.	
			PROOF OF PAYMENT		
				Account Number	Amount:
lan Check F	ee			(405.10)	300.00
nspection F	ee			(430.10)	800.00
Specify:					
ystem Coni	nections	Fees:			
Residenti	ial Conne	ections:		(405.10)	0.00
Non-Residential Connections:				(405.10)	0.00
Change i	n Use			(425.10)	0.00
reatment Pl	ant Use F	Fee:			
Residenti	ial Capac	ity Fee		(435.10)	0.00
Non-Resi	dential C	apacity Fee		(435.10)	0.00
Change i	n Use			(425.10	0.00
reatment Pl	ant Use F	Fee for Pump Station Area:			
Residenti	ial Capac	ity Fee		(435.10	0.00
Non-Resi	dential C	apacity Fee		(435.10	0.00
Change ii	n Use			(425.10	0.00
)ischarge Pe	ermit Fee	S		(405.10	0.00
)ther fees					
Sp	ecify:				
	-	Cappying Inspection			250.00
				Total:	1,350.00

NEW 2-STORY SFD (4,056 SF), AND GARAGE (429 SF)

DISTRICT MANAGER-ENGINEER

MARK THOMAS & COMPANY, INC. **BENJAMIN T. PORTER, P.E.**

DISTRICT COUNSEL ARMENTO AND HYNES, LLP MARC HYNES



Attachment 2.

BOARD OF DIRECTORS WILLIAM A. BOSWORTH PATRICK S. KWOK ANGELA S. CHEN TAGHI S. SAADATI DAVID A. DOYLE

20863 STEVENS CREEK BOULEVARD, SUITE 100 Approved For Issuing **Building/ Plumbing Permits**

Permit Form

CUPERTINO, CALIFORNIA 95014-2154

(408) 253-7071 PHONE • (408) 253-5173 FAX WWW.CUPERTINOSANITARYDISTRICT.ORG

		Submittal #	5			
Date:	10/10/24	Cupertino Sanitary Permit #	23-219			
APN:	342-14-095	Cupertino Building Permit #	BLD-2023-2396			
Applicant Name:	Azadeh Masrour	Azadeh Masrour				
Address:	10116 Prado Vista Drive					
Scope of	NEW 2-STORY SFD (4,056 SF), GARAGE (429 SF)					
Work:						

The Cupertino Sanitary District has reviewed the plans for the subject project:

Sanitary sewer is available and the existing building is connected to our sanitary sewer system, see conditions/requirements listed below.

Conditions/Requirements for permit approval:

Paid	Fees	Amount
~	Cupertino Sanitary District Lateral Plan Check Fee (\$300) (O.C. 7102.3.1)	\$300
~	Cupertino Sanitary District Inspection Fee (\$400) – Lateral Connection to Existing lateral with New Cleanout and CCTV Inspection Included (O.C. 7102-4.1)	\$400
~	Cupertino Sanitary District Disconnecting & Capping Fee (\$250) is required for the subject improvements. Please do not issue any Building Permits. (O.C. 7203)	\$250
	TOTAL DUE =	\$950.00

Completed	Conditions/Requirements					
	Show the following on the proposed site plan on Sheet C1:					
	 Sanitary sewer lateral Sanitary sewer lateral is located approximately 5' from the left property 					
✓	line. See attached as-built record drawing.					
	New Property Line Cleanout (PLCO)					
	New Backflow Preventer					
	Callout for new PLCO					
PERMITS HAVE EXPIRATION DATE OF 1 YEAR FROM DATE OF APPROVAL. IF REFILING FOR PERMIT APPLICATION AFTER YEAR IS UP. NEW PERMIT FEES						

PERMITS HAVE EXPIRATION DATE OF 1 YEAR FROM DATE OF APPROVAL. IF REFILING FOR PERMIT APPLICATION AFTER YEAR IS UP, NEW PERMIT FEES MUST BE PAID BY APPLICANT.

Cupertino Sanitary Permit # :23-219 Cupertino Building Department #: BLD-2023-2396

Completed	Conditions/Requirements					
	o "New PLCO per District Standards. See District Detail 7					
	Callout for new Backflow Preventer					
	"New Backflow Preventer per District Standards. See District Detail 8					
	• Add callout stating that the following: Existing sanitary sewer lateral shall be disconnected and capped in the presence of a District Inspector. Owner to call the District at least 48 hours prior to work to schedule and District Inspector. (O.C. 5203)					
	• Update cleanout callout on sheet C1. Sewer lateral shall not be installed per City of Sunnyvale standard detail 15A.					
~	Cupertino Sanitary District Detail 7 (sewer lateral cleanout installation on existing sewer) shall be included on plans for District Approval. District details are available on our website at <u>www.cupertinosanitarydistrict.org</u> under Contractors (O.C. 5101)					
~	Cupertino Sanitary District Detail 8 (Standard Backflow Preventer Device Installation) shall be included on plans for District Approval. District details are available on our website at <u>www.cupertinosanitarydistrict.org</u> under Contractors (O.C. 5101)					

Conditions/Requirements to be met during construction:

- Install new property line cleanout to District's standards. See attached detail. Property line cleanout must be within 5 feet of the property line. Cleanout shall be the same diameter as the street portion of the service lateral. Gravity lateral is 4" diameter. (O.C. 4101)
- An approved backflow device (IAPMO or UPC approved) is required since the lowest finished floor with plumbing is less than (1') foot above the rim of the nearest upstream manhole (O.C. 4105). See attached District standard detail. The backflow device will be inspected to verify existence and serviceability by a District Inspector at the time of video inspection. District to provide Building Department with written notification upon completion of inspection. (O.C. 7102)
- Existing sanitary sewer lateral shall be disconnected and capped in the presence of a District Inspector. Owner to call the District at least 48 hours prior to work to schedule and District Inspector. (O.C. 5203)
- Customer shall provide CCTV of District-owned portion of sanitary sewer lateral for District's review.
- Cupertino Sanitary District Initial (Visual) Inspection required. Contractor shall leave new pipe installation exposed. Do not backfill. Owner to contact District 48 hours prior to scheduling a District Inspector for a visual inspection. (O.C. 5203)
- Cupertino Sanitary District Final (CCTV) Inspection and Approval of the new property line cleanout, point of connection, and District lateral is required prior to clearance for City of Cupertino Final Inspection. Owner must allow District at least 48 hours' notice to schedule a District Inspector for a video inspection. District to provide Building Department with written notification upon completion of inspection. (O.C. 7102)

Additional Comments:

Storm water surface or roof drains and other general surface water runoff, shall not be discharged to the sanitary sewer.

• The Cupertino Sanitary District recommends installing the required improvements near the beginning of the project in case any unforeseen issues arise with the installation.

PERMITS HAVE EXPIRATION DATE OF 1 YEAR FROM DATE OF APPROVAL. IF REFILING FOR PERMIT APPLICATION AFTER YEAR IS UP, NEW PERMIT FEES MUST BE PAID BY APPLICANT.

Cupertino Sanitary Permit # :23-219 Cupertino Building Department #: BLD-2023-2396

- The applicant may potentially be required to upgrade their sanitary sewer lower lateral if the District finds the structural conditions of the pipe to be unsatisfactory.
- The segment of the house lateral (lateral from property line to home) between the property line cleanout and the point of connection to the street lateral (lateral from property line to sewer main) must be PVC SDR 26. A Cupertino Sanitary District Lateral Permit will be required (\$300) if the point of connection to the District street lateral is beyond the property line and the house lateral needs to be extended in order to connect. Lateral Permit will only be issued to Licensed Underground Contractor registered to work in the Cupertino Sanitary District. Instructions for Contractor's registration can be found on our website www.cupertinosanitarydistrict.org under Contractors. (O.C. 5305)

The District permit counter is open from 10AM to 3PM. Fees can be paid at the District office located at 20863 Stevens Creek Boulevard, Suite 100 in Cupertino, CA by cash, check (payable to "Cupertino Sanitary District"), or credit card. Payment via credit card can be made over the phone. Please contact Frankie Martinez at (408) 477-7300 to process your credit card payment. Please call (408) 253-7071 to schedule an inspection.

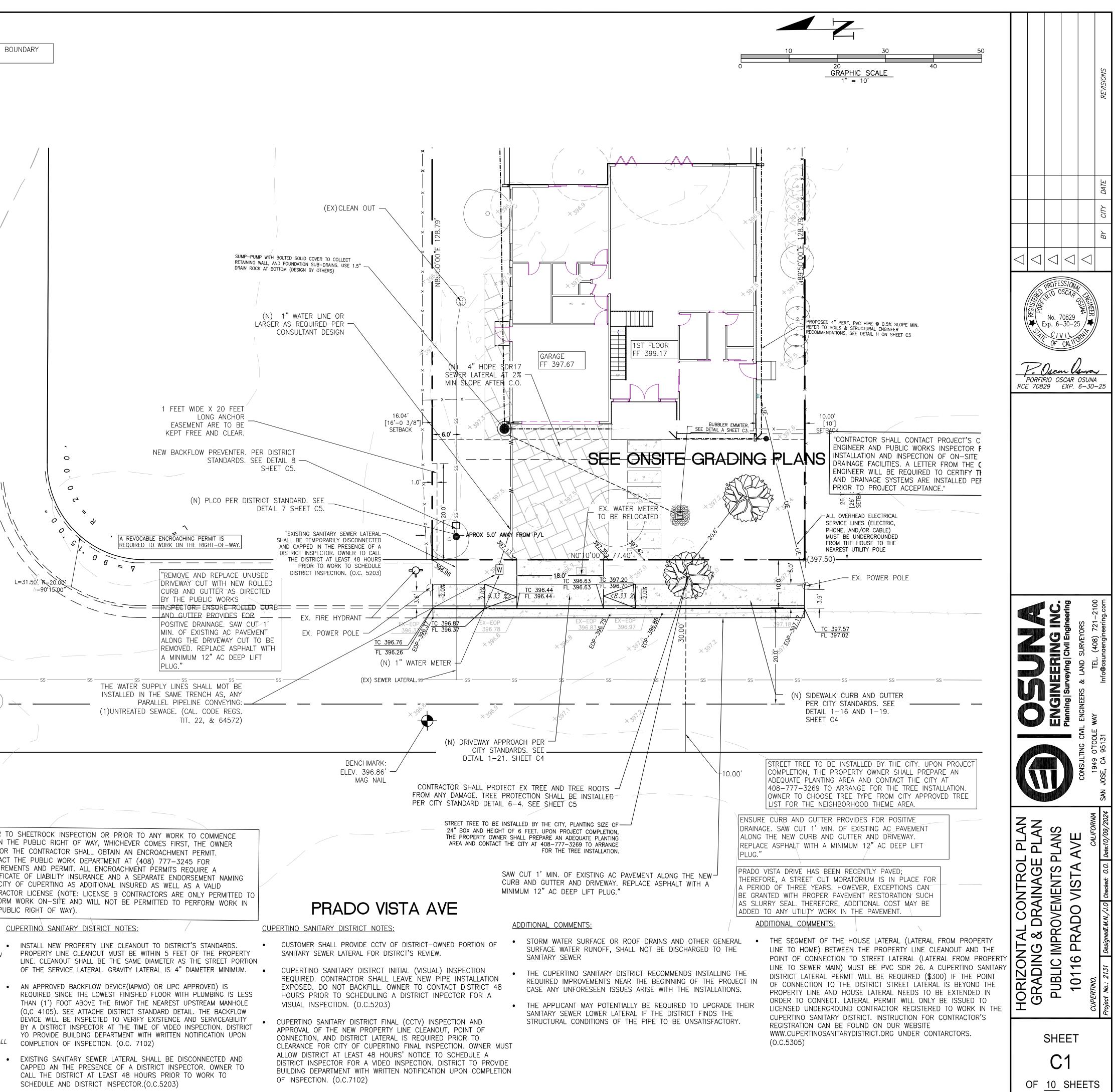
All conditions, requirements and recommendations are to be completed at the (owner/developer)'s expense. Approval of Cupertino Sanitary District permit form does not grant permission to start construction on a project. Construction may be started once Building Department clears all permits from all required departments. If you have any questions or need additional information, please call Julie Almondia at 408-453-2742 or Jalmondia@markthomas.com. Regards,

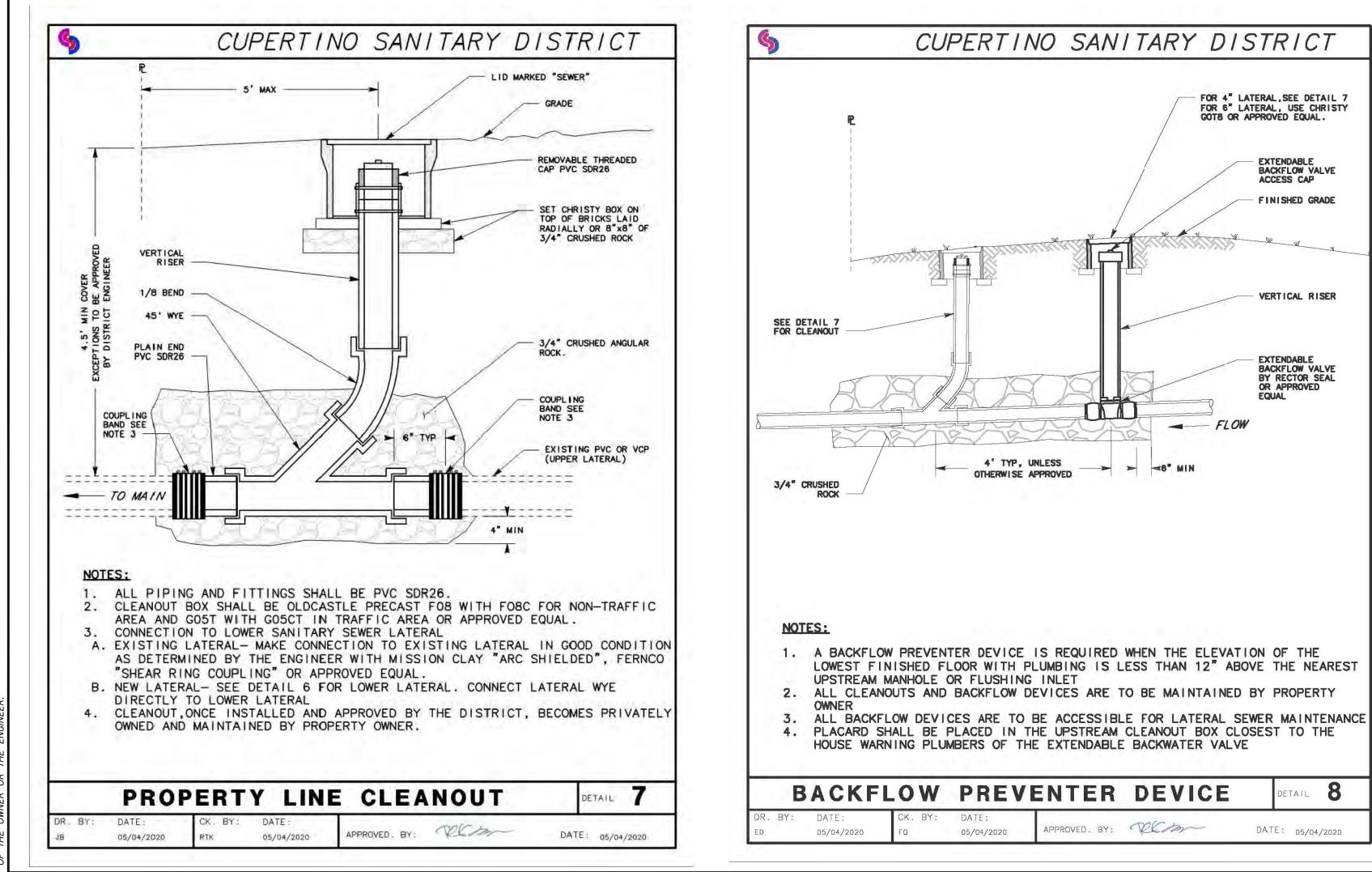
Julie Almondia

For: Benjamin T. Porter, P.E. District Manager-Engineer N:\CUSD\Permits & Fees\Permits - Developments\2023\23-219_BLD-2023-2396_10116 Prado Vista Dr\23-219_S5_BLD-2023-2396_Address_10116 Prado Vista Drive_APPROVED.docx

PERMITS HAVE EXPIRATION DATE OF 1 YEAR FROM DATE OF APPROVAL. IF REFILING FOR PERMIT APPLICATION AFTER YEAR IS UP, NEW PERMIT FEES MUST BE PAID BY APPLICANT.

	"THE HORIZONTAL CONTROL PLAN IS PREPARED BASED ON SURVEY PREPARED BY THE PROJECT'S LICENSED SURVEYOR
NOTE: "CONTRACTOR SHALL CONTACT PROJECT'S CIVIL ENGINEER AN INSPECTOR FOR INSTALLATION AND INSPECTION OF ON-SITE DRAINAGE FACILITIES. A LETTER FROM THE CIVIL ENGINEER M TO CERTIFY THAT GRADING AND DRAINAGE SYSTEMS ARE INS DESIGN PRIOR TO PROJECT ACCEPTANCE." PRIOR TO SHEETROCK INSPECTION OR PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, WHICHEVER COMES FIRS AND/OR THE CONTRACTOR SHALL OBTAIN AN ENCROACHMEN CONTACT THE PUBLIC WORKS DEPARTMENT AT (408) 777–3 REQUIREMENTS AND PERMIT. ALL ENCROACHMENT PERMITS FR CERTIFICATE OF LIABILITY INSURANCE AND A SEPARATE ENDO THE CITY OF CUPERTINO AS ADDITIONAL INSURED AS WELL CONTRACTOR LICENSE (NOTE: LICENSE B CONTRACTORS ARE TO PERFORM WORK ON-SITE AND WILL NOT BE PERMITTED WORK IN THE PUBLIC RIGHT OF WAY).	GRADING & ULL BE REQUIRED SALLED PER TO COMMENCE T THE OWNER T PERMIT. 354 FOR EQUIRE A EQUIRE A RSEMENT NAMING AS A VALID ONLY PERMITTED
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 CONDITION REQUIREMENTS TO BE MET DURING CONSTRUCTION: INSTALL A NEW SANITARY SEWER LOWER LATERAL TO DISTRICT'S SDR26. THE LOWER LATERAL MUST EXTEND FROM THE SANITAR' THE CITY RIGHT-OF-WAY. THE CONTRACTOR PERFORMING WORK ON THE DISTRICT OW REGISTER WITH THE DISTRICT AND PROVIDE INSURANCE AS DISTRICT'S STANDARD SPECIFICATIONS. INSTALL NEW PROPERTY LINE CLEANOUT TO DISTRICT'S STANDAR MUST BE WITHIN 5 FEE6 OF THE PROPERTY LINE. (.O.C.41101) AN APPROVED BACKFLOW DEVICE (IAPMO OR UPC APPROVED) I WITH PLUMBING IS LESS THAN (1') FOOT ABOVE THE RIM OF TATACHED DISTRICT STANDARD DETAIL. THE BACKFLOW DEVICE V SERVICEABILITY BY A DISTRICT INSPECTOR AT THE TIME OF VIDE DEPARTMENT WITH WRITTEN NOTIFICATION UPON VOMPLETION OF EXISTING SANITARY SEWER LATERAL SHALL BE DISCONNECTED A INSPECTOR. (O.C. 52.03). CLOSED-CIRCUIT VIDEO IS REQUIRED PRIOR TO ABANDONMENT AT LEAST 48 HOURS PRIOR TO VIDEO INSPECTION. TO SCHEDUL CUPERTINO SANITARY DISTRICT INITIAL (VISUAL) INSPECTION AND A POINT OF CONNECTION, AND DISTRICT LATERAL IS REQUIRED PRIOR TO CONTACT DISTRICT INSPECTION. (O.C. 52.03). CLUPERTINO SANITARY DISTRICT FINAL (CCTV) INSPECTION AND A POINT OF CONNECTION, AND DISTRICT AT LEAST 48 HOURS A VIDEO INSPECTION. (O.C. 7102) DDITIONAL COMMENTS: STORM WATER SURFACE OR ROOF DRAINS AND OTHER GENERAL DISCHARCED TO THE SANITARY DISTRICT REGUIRED TO UPGRADE TO DISTRICT FINDS ANITARY DISTRICT FIRCE LATERAL FROM PROPER CLEANOUT AND THE SITUCT TREAL LOWN PROPET CLEANOUT AND THE SANITARY DISTRICT REGUIRED TO UPGRADE TO DISTRICT FINDS THE STRUCTURAL CONDITION OF THE PIPE TO E THE SEQUERD TO THE SANITARY DOTENTIALLY BE REQUIRED TO UPGRADE TO DISTRICT FINDS THE STRUCTURAL CONDITION OF THE PIPE TO E THE SEGNENT OF THE HOUSE LATERAL LATERAL FROM PROPER CLEANOUT AND THE POINT OF CONNECTION TO THE STRUET LATERAL FIS BEN MEDS TO BE EXTENDED IN ORDER TO CONNECT. LATERAL PER UNDERROUND CONTRACTORS REGISTERED TO WORK IN THE CUC ONTRACTORS. (O.C.5305) 	SEWER MAIN TO THE PROPERTY LINE FRONTING ED SANITARY SEWERS SHALL BE REQUIRED TO SPECIFIED IN SECTION 1.36 AND 1.40 OF THE 20. SEE ATTACHED DETAIL PROPERTY LINE CLEANOUT S REQUIRED SINCE THE LOWEST FINISHED FLOOR HE NEAREST UPSTREAM MANHOLE (0.C.4105). SEE ILL BE INSPECTED TO VERIFY EXISTENCE AND O INSPECTION. DISTRICT TO PROVIDE BUILDING OSPECTION. (0.C. 71.02). D CAPPED IN THE PRESENCE OF A DISTRICT PRIOR TO WORK TO SCHEDULE AND DISTRICT CF AN EXISTING LATERAL. OWNER TO CALL DISTRICT CF AN EXISTING LATERAL. OWNER TO CALL DISTRICT DISTRICT INPECTOR, (0.C.7102) URED. CONTRACTOR SHALL LEAVE NEW PIPE DISTRICT 48 HOURS PRIOR TO SCHEDULING A PROVAL OF THE NEW PROPERTY LINE CLEANOUT, IDR TO CLEARANCE FOR CITY OF CUPERTINO FINAL NOTICE TO SCHEDULE A DISTRICT INSPECTOR FOR NT WITH WRITTEN NOTIFICATION UPON COMPLETION SURFACE WATER RUNOFF SHALL NOT BE E REQUIRED IMPROVEMENTS NEAR THE BEGINNING THE INSTALLATION. EIR SANITARY SEWER LOWER LATERAL IF THE E UNSATISFACTORY. Y LINE TO HOME) BETWEEN THE PROPERTY LINE ERAL (LATERAL FROM PROPERTY LINE TO SEWER ATERAL PERMIT WILL BE REQUIRED (\$300) IF THE YOND THE PROPERTY LINE (0) THE HOUSE LATERAL MIT WIL ONLY BE ISSUED TO LICENSED RTINO SANITARY DISTRICT. INSTRUCTIONS FOR
 1.0 SOILS ENGINEER INFORMATION AND REQUIREMENTS: THE SOIL ENGINEER FOR THIS PROJECT IS: COMPANY: ACHIEVEMENT ENGINEERING CORP. ADDRESS: 1145 S. THIRD STREET CITY/STATE: SAN JOSE, CA 95112 408 217-9174 THE GEOTECHNICAL REPORT FOR THIS PROJECT IS: TITLE: ADDRESS: 10116 PRADO VISTA DRIVE. PROJECT NO. 5677 REPORT DATE: NOVEMBER 22, 2023 ALL GRADING WORK SHALL CONFORM TO THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL REPORT AND/OR THE PROJECT SOIL ENGINEER. ALL GRADING WORK SHALL BE OBSERVED AND APPROVED BY THE SOIL ENGINEER. THE SOIL ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS BEFORE BEGINNING ANY GRADING. UNOBSERVED AND/OR UNAPPROVED GRADING WORK SHALL BE REMOVED AND REPLACED UNDER OBSERVATION. 	AC = ASPHALT/CONCRETE LP = LOW POINT AD = AREA DRAIN PAD = PAD ELEVATION AG = ADJACENT GRADE AT FOUNDATION PCC = PORTLAVD CEMENT CONCRET BC = BEGIN CURVE PL = PROPERTY LINE BS = BOTTOM OF STAIR PV = PAVEMENT GRADE BU = BUBBLE UP PV = PAVEMENT GRADE BW = BOTTOM OF STAIR PV = POLYVINYL CHLORIDE PIPE BVC = BEGIN VERTICAL CURVE PV = POLYVINYL CHLORIDE PIPE BW = BOTTOM OF RETAINED GRADE AT WALL ROW = RIGHT OF VERTICAL INTERSEC CD = CLEANOUT SS = DOWNSPOUT WITH SPLASH BOX SDM = STORM DRAIN DS = DOWNSPOUT WITH SPLASH BOX SDM = STORM DRAIN SS = SANITARY SEWER EVC = END VERTICAL CURVE SS = SANITARY SEWER SSMH = SANITARY SEWER EVC = END VERTICAL CURVE SS = SANITARY SEWER SDM = STORM DRAIN FY = FINISHED FLOOR ELEVATION SS = SANITARY SEWER SSMH = SANITARY SEWER FY = FINISHED FLOOR ELEVATION TF = TOP OF FUNCE STA = STATION FF = FINISHED FLOOR ELEVATION TF = TOP OF RETAINED GRADE AL TF = TOP OF RETAINED GRADE AL GB = GRADE BREAK TW = TOP OF RETAINED GRADE AL TW = TOP OF RETAINED GRADE AL GB = GRADE BREAK TW = TOP OF STAIR TW = TOP





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		ENGINEERING INC.	Planning Surveying Civil Engineering	GINEERS & L	1949 0'TOOLE WAY TEL. (408) 721—2100 SAN JOSE, CA 95131 Info@osunaengineering.com
	GRADING & DRAINAGE PLAN	SANITARY DISTRICT STANDARDS			CUPERTINU, CALIFURNIA Project No.: 2131 Designed: J.O/TMN Checked: 0.0. Date:10/09/2024 SAN
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Memo

Item 9B

To: Board of Directors
From: Benjamin Porter, District Manager-Engineer
Date: October 23, 2024
Re: Installer's Agreement Closeout for the Alan Row Development

Project Summary:

Alan Enterprises, LLC (applicant) entered into an Installer's Agreement with the District on November 30, 2022 for the redevelopment of the Alan Row Development (Alan Row) at 22690 Stevens Creek Boulevard. The parcels consisted of a small liquor store named Bateh Brothers Liquors & Minimart and was replaced with nine single family residential townhomes.

The scope of the work for the project included construction of new sanitary sewer mains, manholes, and laterals to serve the new facilities. The work has been completed. On September 19, 2024, the final CCTV inspection of the facilities were provided to the District and the facilities were found to be acceptable.

The construction consists of the following District-owned sanitary sewer improvements:

- a. Installing 346 linear feet of 8-inch PVC SDR26 sanitary sewer mainline
- b. Installing 9 4-inch PVC SDR26 sanitary sewer laterals
- c. Installing 3 sanitary sewer manholes
- d. Connecting to existing District sewer main through an existing sanitary sewer manhole

Fees:

The initial estimated Administration, Engineering, & Inspection Fees from the Installer's Agreement was \$50,000 which was paid on November 18, 2022. Staff have evaluated the Administrative Fees for the duration of the project and the total actual expenses incurred are \$22,981.67 through the week ending on October 11, 2024. Staff will evaluate further costs incurred through closeout to determine what portion of deposit remains to be reimbursed. The reimbursement amount is expected to be approximately \$24,000.

- 1) To approve Resolution No. 1352 to accept the improvements of the Alan Row Redevelopment
- 2) To approve Installer's Agreement Closeout
- 3) To release performance bond check and the difference between actual costs and deposited amount.

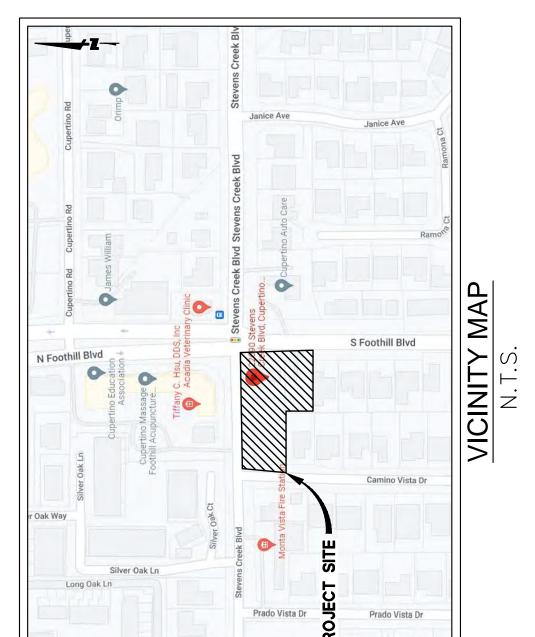
Attachment:

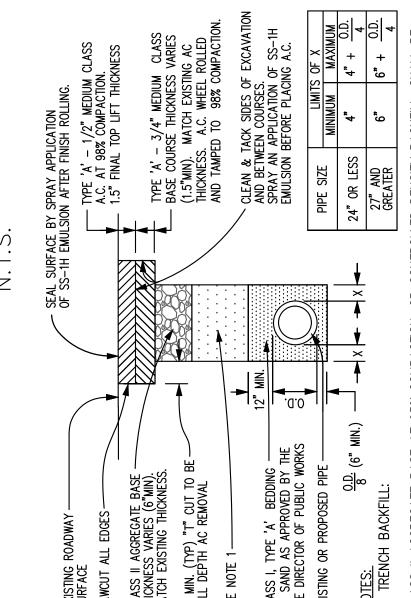
- 1) Cover Page of Improvements Plans
- 2) Installer's Agreement, performance bond and check with deposit credit
- 3) Resolution No. 1352 Accepting Improvements

CITY OF CUPERTINO GENERAL NOTES

							_
1.	All work shall be in accordance with the State of California Department of Tra Standard Plans (latest edition, as amended), and City of Cupertino Standard specification, and as shown on the drawings, and to the satisfaction of the City	a Departm Cupertinc isfaction o	ent of Tra Standar f the City	insportatic d Details. Engineer.	n Standard Specifications (latest edition, as amended), and The Contractor shall perform the work described in the		
2.	Approval of these plans shall not release the Owner or Contractor of the resp therein. If during the course of construction of improvements, public interest Standard Details or these improvements plans, the City Engineer shall have the the manner in which the same is to be completed, at the sole expense of the Ow	ontractor o ents, publi igineer sh <i>e</i> e expense	f the resp c interest ull have th of the Ov	ponsibility requires <i>a</i> he authori	for corrections of mistakes, errors, or omissions contained modification of/or a departure from the City of Cupertino y to require such modification or departure and to specify ntractor.		
ю.	Approval of these plans by the City Engineer is only for public right-of-way in water, sewer or dry utilities. It is the Developer's/Owner's responsibility to c and to provide approval letters as requested.	ublic right- s responsil	of-way in oility to c	mproveme coordinate	ats (including storm drain in the right of way), and not for reviews and approval from each of the Utility companies,		
4.	It shall be the responsibility of the Contractor to ensure the approved plans ensure the latest approved plans are onsite at all times during construction.	ne approve ing constru	ed plans e	or the late	t revised plans are furnished to its subcontractors, and to		
<u>ю</u> .		'orks Inspe	ctor two	(2) workin	g days prior to requiring an inspection. Call (408) 777-3104	-8200 O2A, CA 9	
.0	Construction area traffic control devices shall be installed prior to beginning o	rior to beε	inning o	f work.		2 df4 (17E 30(97 ATN	
2.	Notify City of Cupertino Traffic Signal Maintenance for inspection of traff working days prior to pouring any cabinet or signal foundations relating to the	inspectio ations relat	n of traff ing to th	fic signal e job.	acility foundation excavations at (408) 777-1366, two (2)	102) 102 102	
×.	The Contractor shall locate underground facilities in the area of work. The Cc working days in advance of any work for location of the underground facilitie	ea of work idergrouni	. The Co d facilitie	ntractor sh s.	all contact Underground Service Alert (USA) at 811 two (2)		
6	All underground utilities shall be installed and backfilled before placement of t subsequently, a written notification from the affected utility company indicat Engineer before proceeding with the work. Underground utilities, except sto area, with the exception of street crossings, unless approved by the City Engine	before plac ity compar 1 utilities, o d by the Ci	ement of ny indicat except ste itv Engin	the base m ting its con orm drains	aterial and surface structures. If utilities are to be installed numitment to bore or tunnel shall be submitted to the City and sanitary sewers, shall not be permitted in pavement	BK	
10.		reto instal	led withi	n the pub	ic right-of-way shall be the property of the water utility	ΑII	
11.	Stc	ns shall be	cleared o	if all debris	and obstructions prior to final acceptance.	-08 <i>1</i>	
12.	All trench backfill, fill areas, and base material shall attain a minimum 95% sewers, refer to the City Standard Details.	n a minim	um 95%	relative cc	mpaction. For typical trench sections, except for sanitary	CALIF	
13.		ves (Calif. Te	Test No.	216E) and	any other tests required by the City Engineer during street		
14.	Trees, roots, and foreign matter in existing or proposed right-of-way shall be per Caltrans Standards. In the case of live tree roots from City street trees, Contree roots.	ght-of-way City street	r shall be trees, Co	removed ntractor sh	o a depth of two (2) feet below subgrade and disposed of all contact the City for field observation prior to removing	IAV	
15.	-	perty secu:	red and s	hall be rec	ssed upon the request of the Director of Public Works.	-	
16. 17.	All trenches located within 5' of the edge of pavem All new pavement shall match the existing paveme	ent (ie. curb, lip of gutter, e .nt section. A minimum pa	gutter, eo mum par	dge of pav vement sec	ement, etc.) shall be repaved to the edge of pavement. tion of 3" AC/6" Class 2 AB is required.		
18.	Existing pavement that is removed or damaged she	placed as n	equired b	y the City	Engineer.		
19.		e prior to f	inal signo	off.		Ч ТЭ	
20.	Five (5) working days prior to installing permanent striping, the Contractor City Traffic Engineer. The City Engineer shall have the right to make change and pavement markers.	ng, the Coi ht to make	tractor s changes	hall cat tra in the loca	ck the striping and request review of the cat tracks by the ion of the alignment of traffic stripes, pavement markings,		
21.		to Califor cement pe	nia Depa: er cubic ya	urtment of ard and sh	Transportation Standard Specifications Section 90. Drop all attain a minimum strength of 3,000 psi in 28 days.	-e ME	
22.	Drop inlets s with the con	ird Details Flows to t	, unless ot he Bay."	cherwise no plaque sh	oted on the plans. Drop Inlets shall be installed concurrent all be installed on the curb adjacent to all inlets.	ΞΛ	
23.		e required onstructio	for comi n of the c	mercial dri urb and gu	veway approaches and four (4) inches for residential. The tter.	0 B O	
24.	-	ıbic yard o	f concrete	e at the bat	ch plant.		
25.	City Standard Street Lights shall be installed as required by the Director of Pub During construction operations, temporary street lighting shall be provided as be installed at the discretion of, and to the satisfaction of, the Director of Public	y the Direc shall be pr 1e Director	tor of Pul ovided a of Public	blic Works s necessar c Works.	and shall conform to the City Standard Details and Notes. to ensure the public safety. Temporary street lights shall	 5 0(
26.		locations	shown or	n the plans	or as directed by the City Engineer.	69	
27.	New City standard street monuments and other permanent monuments dist improvements by the City Engineer. Attention is directed to Section 8771 of concerning survey monuments. Existing survey monuments shall be located or registered civil engineer prior to construction operations, and a corner reco County of Santa Clara. Existing survey monuments shall be reset to finish g County Surveyor of the County of Santa Clara prior to the recording of the cert	nt monum l to Sectio nts shall b s, and a co be reset to recording (ents distr a 8771 of e located rner reco o finish g of the cer	urbed duri the Calific and refere ord or reco rade, and tificate of (ng construction shall be replaced before acceptance of the rnia Business and Professions Code for the requirements nced by or under the direction of a licensed land surveyor d of survey shall be filed with the County Surveyor of the a corner record or record of survey shall be filed with the ompletion for the project.	520	
28.		ablish line:	es and grae	des shall b	set by the Contractor's surveyor or engineer.	JEL	
29.		e of requir	ing servic	ces for che	king field staking. Three (3) copies of the cut sheets shall	כר - -	
30.		ity Engine	er, as shc	own on the	plans, and shall follow requirements and standards as set		
31.		County E	nvironme	ental Heal	h Department regulations. Work shall be done prior to		
32. 33.	 All public improvements must be completed prior to occupancy. Contractor is responsible for dust control and ensuring the area adjacent to the 	pancy. area adjac	ent to the	e work is le	ft in a clean condition.		
34. 35		rior to acco the State V	omplishir Vater Res	io any woi	k or removing any trees. htrol Board–for ANY activity–which disturbs the soil	SnoisiveR	
36.		trol Plan sl	nall be pr	covided to	the City Engineer by August 15. No hillside grading shall		
37.		ll be under	groundee	T			
38.	-	sctor for Fi	nal Inspe	ction.	-		
39. 40.	 All downspouts to be released to the ground surface, directed away from build Prior to beginning any work within the Public Right of Way, the Contractor wi Works Department. 	teα away r y, the Con	rom pulle	ung round ill be respc	ations and directed to landscaped areas. nsible for pulling an encroachment permit from the Public	.oN	I
						NM	
		\Diamond	DESIGN	DESIGN BY	REVISIONS DESCRIPTION CITY APPR.	No2019012 Loved BK Mu JH/KN G F2 2H0 G 10/21/2	
						- Vbt Dra Dea	-
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ATE BASE AT 95% COMPACTION, OR CONTROLLED DENSITY BACKFILL, SHALL BE 3.H BACKFILL.

LS MAY BE USED AS BACKFILL ONLY WITH WRITTEN CONSENT FROM THE DIRECTOR (S. NATIVE BACKFILL COMPACTION SHALL BE 90% FROM THE BOTTOM OF TRENCH TO GRADE; 95% WITHIN 2.5' OF SUBGRADE. RELATIVE COMPACTION PER ASTM D1557, ND 03017. CONTRACTOR SHALL VERIFY SUITABILITY OF NATIVE BACKFILL PRIOR TO TRUCTION.

OR LESS FROM THE LIP OF GUTTER, THE CONTRACTOR SHALL REPAVE IRENCH IS 3' GUTTER.

XISTING STREET TRENCH RESTORATION TO BE USED FOR ALL PUBLIC STORM DRAIN PIPE

ARY DISTRICT ER NOTES

12.

plans, the current Cupertino Sanitary District Standard in accordance with Manufacturers' requirements and

Il requirements. right-of-way shall be done in accordance with the requirements. A District Standard Specifications and Details. In case of conflict shall take precedence. y shall be on the job during construction. The half (2.5) feet above the top of pipe elevation by methods that al must attain a minimum of ninety five percent (95%) relative of California Standard Specifications. I anys in advance of starting construction, 20863 Stevens Creek At that time, traffic plans, encroachment permits and the sewer eer. Sewer diversion plans shall include sewage bypass and pineer has provided written acceptance of these plans. residential unit or building with a clean-out. Location of lateral the sewer main is staked for construction. Laterals shall not be unimum cover of four and one half (4.5) feet at property line or r than four and one half (4.5) feet when directed by District ight-of-way line or sanitary sewer easement line until the main public street or Cupertino Sanitary District Easement shall be Il be inspected by the City Building Department.

I be required to register with the District and provide insurance d Specifications. for protection of all existing improvements including existing during construction of the proposed improvements, shall be and other affected agencies. a shall be protected by plywood covers, placed in the de in accordance with the Standard Specifications of the

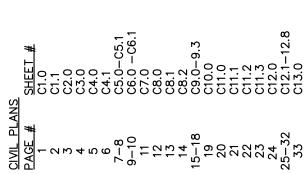
CUPERTINO SANITARY DISTRICT

PROJECT CONTACTS

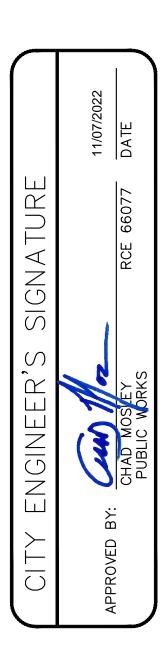
1821

OWNER:	ALAN ENTERPRISE, LLC
DEVELOPER:	ALAN ENTERPRISE 1177 CALIFORNIA STREET, SUITE 1821 SAN FRANCISCO, CA 94108 (510)324-7600 CONTACT: ALI MOZAFFARI
CIVIL ENGINEER:	BKF ENGINEERS 1730 N. FIRST STREET SAN JOSE, CA 95112 (408)467–9100 CONTACT: PHONG KIET
BUILDING ARCHITECT:	DAHLIN GROUP 5865 OWENS DRIVE PLEASANTON, CA 94588 (925)251–7285 CONTACT: JAMIE MATHERON
LANDSCAPE ARCHITECT:	THOMAS BAAK & ASSOCIATES, LLP 1620 NORTH MAIN STREET, SUITE 4 WALNUT CREEK, CA 94596 (925)933–2583 CONTACT: RICK STOVER
JOINT TRENCH	TARRAR UTILITY CONSULTANTS 813 FIRST STREET BRENTWOOD, CA 94513 (925)240–2595 CONTACT: ZABIHULLAH ZACA

SHEET INDEX **PLANS**







- The Developer and General Contractor shall be responsible for the prevention of construction debris entering the existing sanitary sewer system due to the construction activities associated with this project and the Developer and Contractor shall pay all costs associated with the release of construction debris into the existing sanitary sewer system due to the construction activities associated with this project. The Developer and General Contractor shall be responsible for the prevention of a sewage spill associated the Contractors activities and shall pay all costs associated with the release of sewage into surface drainage system and downstream surface activities and shall pay all costs associated with the release of sewage into surface drainage system and downstream surface activities associated with the release of sewage into surface drainage system and downstream surface activities associated with the release of sewage into surface drainage system and downstream surface activities associated with the release of sewage into surface drainage system and downstream surface are associated with the release of sewage into surface drainage system and downstream surface are associated with the release of sewage into surface drainage system and downstream surface are associated with the release of sewage into surface drainage system and downstream surface are associated with the release of sewage into surface drainage system and downstream surface are associated with the release of sewage into surface drainage system and downstream surface are associated with the release of sewage into surface drainage system and downstream surface are associated with the release of sewage into surface drainage system and downstream surface are associated with the release of sewage into surface drainage system and downstream surface are associated with the release of sewage set of sewage set of the sewage set of severate as a severate set of sewage set of severate set of sewag
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 - activities and shall pay all costs associated v waters. (4. Utility Notification: a. Underground Service Alert 800-227-2600 b.Storm Drains City 14.
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- *y* Sewers Cupertino Sanitary District tor shall pothole and verify location and depth of all existing utilities crossing new sewer main or lateral Contra
- struction 15.
- 16. 17. 117. 119.
- All Sanitary Sewer Pipes shall be PVC-SDR26 or approved equal, unless otherwise specified by the District Engineer. Access for pedestrians and vehicles shall be provided at all times unless approved in writing by the District Engineer. Sanitary Sewer Manholes, Flushing Inlets and Cleanouts shall be marked with "SANITARY" or "SANITARY SEWER". At the Developer/General Contractor's expense, Closed Circuit Video Inspection of mains, laterals and property line clean-outs is required. When the use of an existing lateral is proposed, an additional video inspection is required pri construction to verify that it meets the current District Standards.

cuean-outs is required. When the use of an existing lateral is proposed, an additional video inspection is required prior to construction to verify that it meets the current District Standards. Approval of these plans by Cupertino Sanitary District does not relieve the Developer/General Contractor of the responsibility for the correction of mistakes, errors, or omissions. If, during the course of construction of the sanitary severs the public interest requires a modification of, or a departure from the District Specifications and/or Details, the District Engineer shall have the authority to require such modifications or departure and to specify the manner in which the modifications or departure is to be done.

Approved as to Compliance with District Requirements

Benjamin T. Porter, District Engineer

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Engineer. Laterals shall not be extended beyond the street righ has been tested. Lateral sewers constructed outside of the pu constructed in accordance with the requirements of, and shall b Evieting laterals to be abandoned for not need) shall he remove	x
and property corners to be staked in field at the same time the laid on less than two percent (2%) grade and shall have a mini	
	7.
will not damage the pipe or two (2) slurry mix. Fill material mu compaction in pavement areas in accordance with the State of Cal <u>The District Engineer shall be notified two (2) working days i</u> Boulevard, Suite 100, Cupertino, CA 95014 (408) 253-7071. At the	6.
between Public Agency and District, Agency's requirements shall Agency's Encroachment Permits shall be obtained and a copy sha Fill material shall be compacted to a minimum of two and one ha	5.
specifications. All work shall comply with all current local, state and federal req All excavation, backfill, and pavement section within street right	ю. Ю
All work shall be constructed in accordance with these pl Specifications and Construction Details, and be installed	1.
CUPERTINO SANITAF SANITARY SEWEI	

Attachment 2.

INSTALLER'S

A_G_R_E_E_M_E_N_T

WITHOUT REIMBURSEMENT

THIS AGREEMENT, made this <u>30</u> day of <u>November</u>, 2022, 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 Alan Enterprise, LLC, owner, hereinafter called "Installer".

W_I_T_N_E_S_S_E_T_H

WHEREAS, Installer is the owner of a certain real property located at 22690 Stevens Creek Boulevard, Cupertino, CA (APN 342-14-066, APN 342-14-104 and APN 342-14-105), who wishes to construct 9 single-family residential townhouses known as Alan Row Subdivision.

WHEREAS, District is the owner and operator of a certain sanitary sewer system along South Foothill Avenue which will provide service to Alan Row Subdivision;

WHEREAS, District has determined that the one (1) existing sanitary sewer lateral serving all three parcels shall be replaced with 8" PVC SDR26 pipes and will become a new sewer mainline.

WHEREAS, District has determined that the proposed on-site sewer infrastructure will service more than one parcel and therefore must be owned by the District and must be located within a Sanitary Sewer Easement dedicated to the Cupertino Sanitary District,

NOW, THEREFORE, IT IS AGREED, as follows:

 <u>SEWER CONSTRUCTION</u>: 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 consist of rehabilitating existing sewer facilities as well as new installations to service the development. Installer shall construct the on-site sewer system, which once accepted, will be owned and maintained by the District. These facilities include:

- A. Sewer Abandonment
 - i. Existing lateral that is connected to existing mainline shall be abandoned and disconnected from the sanitary sewer mainline.
- **B.** New Construction
 - i. Per Cupertino Building Permit BLD-2022-0634 (Cupertino Sanitary District Permit #22-104):

		1	Pipe Segment	S		
USMH (CuSD Name)	USMH (BKF Name)	DSMH (CuSD Name)	DSMH (BKF Name)	Length (feet)	Diameter (in)	Materia
-	LOT 1	15. C	Lot 8	165	8	PVC SDR26
-	LOT 8	•	Common LOT	63	8	PVC SDR26
-	Common LOT	L9-45		118	8	PVC SDR26

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. 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. Any un-used funds by the District will be returned to the Installer. If the deposit is not enough to cover the District's review and inspections, additional fees will be required during construction. The fees have been determined as follows:

1)	Sewer Development Fee	\$89,810.00
2)	Treatment Plant Capacity Fee	\$22,688.00
3)	Peak Wastewater Flow Mitigation Fee	\$20,000.00
4)	District Administration, Engineering, & Inspection Fee	\$50,000.00
-		

Total Due: \$182,498.00

3) SECURITY FOR PERFORMANCE OF WORK:

- a. <u>Performance and Payment Bonds</u>. 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 \$296,400.00 per attached Exhibit A, 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. <u>Certificate of Deposit As Security</u>. 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) 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.

5) 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.

6) CCTV INSPECTIONS:

- A. Installer shall perform closed circuit televised video (CCTV) inspection of all newly constructed sewer mainlines and laterals in accordance with NASSCO PACP & LACP standards.
- B. Installer shall provide the CCTV report for District's review.

7) 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.

8) 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.

9) 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.

10) 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.

11) 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:

Secretary of said District

ATTES

Bosworth

President of the Sanitary Board of said District



"INSTALLER" Alan Enterprise, LLC, A California Limited Liability Company

By: ______ Ali Mozaffari, President

<u>EXHIBIT A –</u> <u>SECURITY FOR PERFORMANCE OF WORK</u>

Estimated Cost of Improvements

Description	Quantity	Unit	Unit Price	Amount
Construct New Manhole	3	EA	\$10,000	\$30,000
Install New 8" PVC Sewer Mainline	346	LF	\$400.00	\$138,400
Install New 20 LF 4" SDR-26 PVC lateral with PLCO	9	LS	\$14,000	\$126,000
Connect New Sewer Line to Exisitng MH	1	LS	\$2,000	\$2,000
Total				\$296,400

FAITHFUL PERFORMANCE BOND FOR SANITARY SEWER CONSTRUCTION

BOND NO. 62511624

KNOW ALL MEN BY THESE PRESENTS THAT:

10.

WHEREAS, the CUPERTINO SANITARY DISTRICT, Santa Clara County, State of California, hereinafter designated as "District", and Alan Enterprise, LLC hereinafter designated as "Principal", have entered into a certain Installer's Agreement, dated November 30th, 2022, whereby Principal agrees to install and complete certain sanitary sewer facilities, which agreement is hereby referred to and made a part hereof. Said agreement includes, but is not limited to, performance of the following work:

- (1) To construct certain off-site sanitary sewer improvements to serve 22690 Stevens Creek Blvd. in the City of Cupertino, County of Santa Clara, State of California, in accordance with the Installer's Agreement and the plans, specifications, and standards governing said work on file at the office of the District Engineer, 20863 Stevens Creek Blvd. Suite 100, Cupertino, California.
- (2) To remedy any defects in the sanitary sewer work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work by the Sanitary Board of Cupertino Sanitary District, and this bond is to remain in force until one (1) year after the date of acceptance.

WHEREAS, Principal is required to furnish a bond for the faithful performance of said Installer's Agreement.

NOW, THEREFORE, we, the Principal and Lexington National Insurance Corporation, as Surety, are held and firmly bound unto the District in the penal sum of Two Hundred Ninety Six Thousand, Four Hundred Dollars (\$ 296, 400.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bound Principal shall well and truly keep and perform the covenants, conditions and provisions in said agreement on its part to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the District, the District Engineer, Mark Thomas & Co. Inc., the County of Santa Clara and the City of Cupertino, and their respective officers, officials, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified herein, there shall be included costs and reasonable expenses and fees, including reasonable

attorney's fees, incurred by the District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specification.

Neither partial or entire use, nor occupancy of the sanitary sewer facilities by the District shall constitute an acceptance of the work not done in accordance with the plans, specifications, and standards, or relieve the Principal of liability with respect to any express warranties or responsibilities for faulty material or workmanship.

IN WITNESSES WHEREOF, this instrument has been duly executed by the Principal and Surety this 30th day of November 2022.

> Alan Enterprise, LLC a CALIFORNIA corporation,

By <u>Ali Mozaffari, President</u>

SURETY:

Lexington National Insurance Corporation

By <u>Cantul</u> Courtney Judge, Attorney-in-Fact



(To be signed by Principal and Surety with Acknowledgement. Notarial seal, and Power of Attorney attached)

> PLEASE SEE ATTACHED ACKNOWLEDGMENT/JURAT FROM NOTARY PUBLIC

IMPORTANT NOTICE - THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

POWER OF ATTORNEY Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Laura Scholze, Courtney Judge, Mai-Ling Rodriguez, Brian Whipple, Justin J. Silva, Lauren Burkhart

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of <u>\$6,000,000</u> or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

1989

Ronald A. Frank, President

State of Maryland County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24

100 Laler

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 1st day of July, 2022.

in. a Lisa R. Slater, Secretary

Attached to bond signed this 30 day of November , 20 22

F:\Inic\Power of Attorney form CS 2021 with Watermark Seal

ATTORNEY IN FACT ACKNOWLEDGMENT

STATE OF Maryland

COUNTY OF Baltimore

On this <u>30th</u> day of <u>November</u>, <u>2022</u>, before me personally came <u>Courtney Judge</u>, the attorney in fact of <u>Lexington National Insurance</u> <u>Corporation</u>, the Company named in the foregoing contract, to me known to be the individual described in and who, as such attorney, executed the foregoing contract, and acknowledged that he/she executed the same as the Act and deed of the said party or parties,; therein described as Consultant, and for the purpose therein mentioned by virtue of a power of attorney duly executed and acknowledged by the said party or parties, bearing date the <u>30th</u> day of <u>November</u>, <u>2022</u>; that said powers of attorney is still in full force.

Laura Scholze

Laura Scholze, Notary Public

My Commission expires November 25, 2023.

LAURA SCHOLZE Notary Public-Maryland Baltimore County My Commission Expires -25-23

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

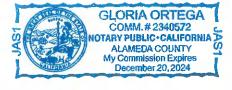
County of ALAMEDA }

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION DESCRIPTION OF THE ATTACHED DOCUMENT FAITTFUL PERFORMANCE BONDFOR SAMITARY SEWER (Title or description of attached document) CONSTRUCTOR (Title or description of attached document continued) Number of Pages 2tACE Document Date (2-06-72 CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) □ Partner(s) □ Attorney-in-Fact Trustee(s) Other \square 2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- · Securely attach this document to the signed document with a staple.

1479 AN FREMONT BANK ENTERPRESE, LLC 90-786/1211 33215 TRANSIT AVENUE . UNION CITY, CA 94587 11-18-2022 \$182,498-00 ORDER OF Cupertine San: tary Distric One hundred sighty two Thousad Four winty sight DOLLARS R.C. MD.L.C MEMO Alan Row 226 90 Stevens Crak #001479# #121107882# 03#92587#0#

Attachment 3.

RESOLUTION NO. 1352

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CUPERTINO SANITARY DISTRICT ACCEPTING THE SANITARY SEWER IMPROVEMENTS INSTALLED IN CONJUNCTION WITH PARCEL MAP 342 PAGE 14, PARCELS 066, 104, & 105, "22690 STEVENS CREEK BOULEVARD", CUPERTINO, CALIFORNIA

WHEREAS, Alan Enterprise, LLC, the owner for 22690 Stevens Creek Boulevard, has completed construction of the sanitary sewer improvements in accordance with their Installer's Agreement dated November 30, 2022; and

WHEREAS, the improvements have been inspected by the District Staff and have been deemed complete and ready for acceptance as part of this construction project; and

WHEREAS, Staff recommends the Board of Directors accept the sanitary sewer improvements and authorize Staff to release the Performance Bond check; and

WHEREAS, the sanitary sewer improvements for 22690 Stevens Creek Boulevard provided the following improvements per plans:

- Installed 346 LF of 8" PVC SDR26 sanitary sewer mainline
- Installed 9 4" PVC SDR26 sanitary sewer laterals with property line cleanouts
- Installed 3 4' diameter sanitary sewer manholes

*

• Made connection to existing District sewer system through an existing sanitary sewer manhole on Stevens Canyon Road.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Cupertino Sanitary District accepts the sanitary sewer improvements installed in conjunction with 22690 Stevens Creek Boulevard and authorizes Staff to release the security for the Faithful Performance and Materials in accordance with the Cupertino Sanitary District Operations Code.

*

*

I hereby certify that the foregoing is a full, true and correct copy of a resolution which was duly and regularly passed and adopted by the Sanitary Board of the Cupertino Sanitary District, at a meeting thereof held on the 23^{rd} day of October, 2024, by the following vote of the members thereof:

AYES: and in favor thereof, Members:

NOES: Members:

ABSENT: Members:

ABSTAIN: Members:

RECUSE: Members:

Secretary, Cupertino Sanitary District

APPROVED:

(SEAL)

President, Cupertino Sanitary District

APPROVED AS TO FORM:

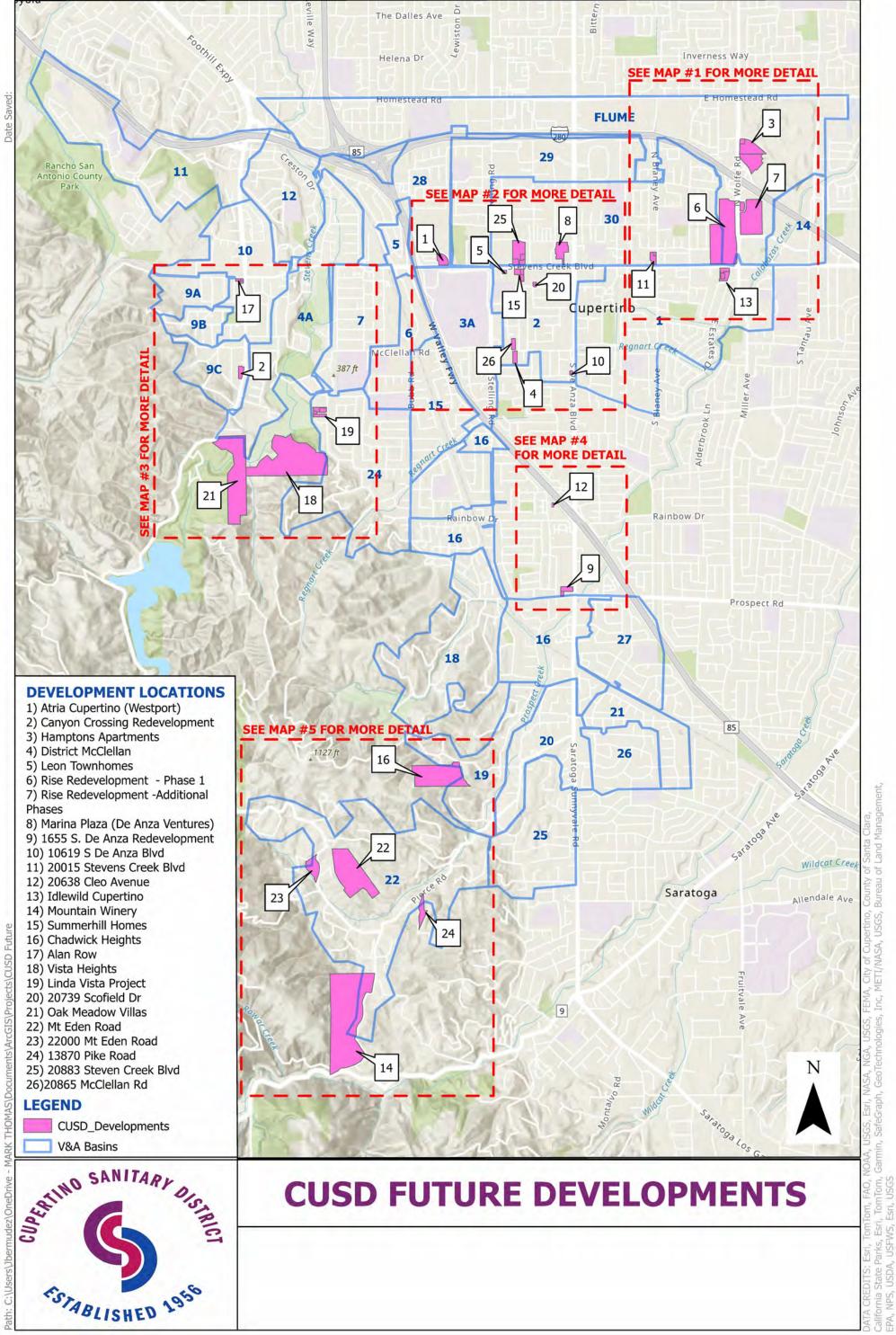
Board Counsel

2				IA	Treatment Plant	Estimated Construction	FY 2024-2025 Probability of	Collected in 24	4/25 0	Collected After 24/25	Remarks
2	Atria Cupertino (Westport) - Senior Living	21255 Stevens Creek Boulevard (APN 326-27-048)	Building	Sent	Capacity and Pump Zone Fees \$ 1,669,354.93	FY24-25	75%	\$ 1,252,01	6.20	\$ 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.
	Canyon Crossing Redevelopment	(APN 326-27-048) 10625 S Foothill Boulevard	Building (Demo	Sent	\$ 310,118.00	•	0%	\$		\$ 310,118.00	 - 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 1 Note: Includes pump zone fee 543,710.91
		(APN 342-16-087)	permit)								1/26/2024: Followed up with the developer concerning the final design of the sewer connection to the CUSD sewer system. Currently 2/20/2024: Sent another email to follow-up with Developer. 3/14/2024: Developer will provide lastest update in the next few days
3	Hamptons Apartments - (942 residential units)	19500 Pruneridge Avenue (APNs 316-06-058, 316-06-059, & 316-06-060)	On-hold/Building	Drafted	\$ 9,591,444.00	FY26-27	0%	\$	-		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 s - Part of the City of Cupertino approved project list (2016); Project construction would require demolition of all existing units.
4	District McClellan - subdivide the parcel into 6 lots (SF)		Building	Signed IA	\$ 82,476.00	FY24-25	100%	\$ 82,47	6.00		- 5/10/2024: Highly probable that this will be presented at the June 5 Board meeting for approval, subject to the submission of all mat 90%) - 6/14/2024: The developer has decided to proceed with the Board meeting in July 2024, as preparations for the bonds and submission 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 8/7/2024: To clarify the bond's expiration date before moving on or accepting the IA. 9/11/2024: The developer is inquiring if there will be a letter or form that can be provided to them to facilitate the resolution of the issue. 9/23/2024: Executed Installer's Agreement and approved permits on ProjectDox.
5	Leon Townhomes - 7 Townhomes (4 Units at existing Parcel)	10046 BIANCHI WAY (APN 359-07-021)	Building	IA to be updated during Building Phase	\$ 37,032.00	FY 25-26	65%	\$ 24,07	0.80		2nd submittal review completed May 19, 2023. 10/03/2024: Received Building Permit BLD-2024-2145. Submitted Permit Form for Submittal #1 on 10/10/2024
6	Rise Redevelopment - Phase 1	10123 North Wolfe Road (APN 316-20-122)	Planning - Phase 1	NA	\$ 18,278,969.34	FY 25-26	1%	\$ 182,78	9.69		2/19/2024: Emailed developer and asked them why they want to remain private and requesting O&M plan, rehabilitation program, an 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 5275,066 for the Phase 1 Installer's Agreement, have been cr 5/9/2024: CUSD requested specific information from the developer to finalize the Installer Agreement for Phase 1 work, including utilit number and type of residential units connecting to the sanitary sewer system. 7/29/2024: Received letter from Rise/SandHill regarding Sewer Development Fees and their wish to defer payment until the vertical co -8/5/2024: A utilities permit response is due on 8/6/2024. An internal meeting was held on 8/5/2024 to discuss about the fees and stra -8/6/2024: Staff will draft up IA for Phase 1 Work 9/23/2024: Staff will draft up IA for Phase 1 Work 9/23/2024: Staff will draft up IA for Phase 1 Work 9/23/2024: Staff will draft up IA for Phase 1 Work 9/26/2024: Met with VPO and their lawyers to discuss language of Draft IA
7	Rise Redevelopment -Additional Phases	10123 North Wolfe Road (APN 316-20-121)	Planning	NA	\$ 17,417,563.18	FY 27-28	0%	\$	-	\$ 17,417,563.18	-
8	Marina Plaza (DeAnza Ventures)	10415 N De Anza Boulevard (APN 326-34-066)	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 (APNs 366-10-061 & 366-10-126)	Planning	*	\$ 467,240.00	FY25-26	1%	\$ 4,67	2.40	\$ 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 (APN 359-18-044)	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 (APNs 316-23-093 & 316-23-036)	Planning	*	\$ 1,441,926.75	FY25-26	0%	Ş	- :	\$ 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: Submital had been reviewed and addressed.
12	Four Lot subdivision (SF)	20638 Cleo Avenue (APN 362-31-003)	Planning	*	\$ 54,984.00	FY26-27	0%	\$	-		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 (APNs 369-06-002, 369-06-003,	Planning	*	\$ 1,049,676.00	FY26-27	0%	\$	- :		- Plan check completed back in 2022 - Received additional request for As Builts
14	Mountain Winery - Single Family Residential subdivison	& 369-06-004) Pierce Road - Masson Estates (APN 503-46-005)	Planning	-	\$ 454,888.00	FY25-26	1%	\$ 4,54	8.88		7/31/2024: Received DP-2024-004 for Site. Response is due 8/23/2024 - 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. - 131/2024: Serve "Will Serve Requirement" letter to the City Planning Department.
15	58 Townhomes - Summerhill Homes (Across from the office at Pizza Hut, Fontanas, & Staples. Lots will be Combined)	20840 Stevens Creek Blvd (APNs 359-08-025, 359-08-026, & 359-08-027)	Planning	*	\$ 797,268.00	FY25-26	1%	\$ 7,97	2.68	\$ 789,295.32	-1/31/2024: Sent win Serve Requirement letter to the Lity 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 the
16	Chadwick Heights - 85 New Homes (Saratoga Hills)	South of 12906 Chiquita Ct (No specific address: Near by Lot to the North) (APN 503-15-084)	Planning	•	\$ 1,341,143.68	FY26-27	0%	\$	- :		4/26/2024: The new development project is still in its early stages and lacks utility plans, specifically regarding the subdivision of parce 5/2024: The maps and required upgrades/upsizing for the Chadwick Heights facilities have been sent. 8/14/2024: Received Updated Site and Utility Plans. Applicant is asking for a Will Serve Letter 09/19/2024: Developer is proposing that future homeowners pay additional sewer service fees to provide cost-sharing for 3 new lift st. our system) 10/04/2024: Provided applicant with Will Serve letter
17	Alan Row - 9 Townhouses	22690 Stevens Creek Blvd. (APNs 342-66-001 to 342-66-010)	Construction	Fully Executed	\$ 112,498.00	2024	0%	\$	-		 -11/13/ 2023: The Developer has requested the release of the faithful performance bond on Nov 7, 2023, but as the final paving is stil pending due to PG&E, there is a possibility of needing to renew the boi -11/27/2023 Waiting for the developer to renew the bond and provide an updates. Week of 09/03/2024 - Contractor will perform CCTV of mainlines, Mandril/deformation testing of mainlines, and pressure testing of n -09/17/2024 - Received and reviewed Mainline CCTV. Pipeline looks in good condition. Video lengths do not match the lengths on the -10/14: Get ready to close the IA and have the resolution and memo approved at the next board meeting.
18	Vista Heights - 28 Single Family Home & 7 Townhomes. Also Proposing Public Sports Center and a trail connecting Linda Vista Park to Stevens Creek County Park	0 Canyon View (APN 356-05-007)	Planning	•	\$ 546,901.00	FY27-28	0%	\$	-	\$ 546,901.00	 -7/9/2024: This is a new development on undeveloped hilly land, proposing 28 single-family dwellings, 7 townhomes, and a 20,000-sq is the only information available. We will proceed further once additional details are provided to the district. -08/26/2024 - Received Planning Permit DP-2024-005 for project -09/10/2024 - Responded and provided comments to DP-2024-005
19	Linda Vista Project - 51 New Townhomes	10857 Linda Vista Drive at Evulich Court (APNs 356-06-001 to 356-06-004)	Planning	*	\$ 629,544.00	FY26-27	0%	Ş	-	\$ 629,544.00	 - 7/2/2024: A redevelopment project proposing approximately 51 three-story attached townhomes. The District provided the Will-Serv. - 7/12/2024: Arranging a meeting to discuss the existing sewer facilities and the overview of the new proposed development. - 7/18/2024: Met with the Developer and they inquired about the possibility of claiming reimbursement for fitting the sags, as there are a set of the set of the set.
20	20739 Scofield Dr - Demolish Existing Home and Build 5-Story Building with 20 Residential Units		Planning	*	\$ 193,458.00	FY26-27	0%	\$	-		7/30/2024: Received another proposed development in Cupertino; Removing 1 SFD in a large lot and proposing 20 condos. 8/12/2024: Sent Will Serve Letter but asked applicant to confirm future parcel subdivision. District wants to know if it'll remain as 1 pai 08/30/2024: Received Planning Permit ASA-2024-009. Submitted same comments we provided them in the Will Serve letter.
21	Oak Meadow Villas	Project near Stevens Canyon Rd - South of Homes on Ricardo Rd (APN 351-10-043)	PrePlanning	*	*	*	*	Ş	-	\$ -	By 9/16/2024: To review capacity issue, if any, and to prepare Will-Serve Letter. Still waiting on plans from developer. We only receive
22	Mt Eden Road - 19 Single Family Homes and 4 Duplex Homes (8 units)	0 Mt Eden Road - Vacant lot east of Mt Eden, South of Villa Oaks, and West of Via Regina (APN 503-13-067)	PrePlanning	*	\$ 404,944.80	FY27-28	0	\$	-	\$ 404,944.80	Received preliminary plans asking for a Will Serve. Upstream of Pierce PS. District Staff will perform analysis of station to see if any upg 09/20/2024 - Sent Will Serve letter. Informed them they may be required to upsize and rehab Pierce PS.
23	Mt Eden Road - 6 Lot Subdivision (5 Single Family Homes and 1 Duplex)	22000 Mt Eden Road (APN 503-80-003)	PrePlanning	*	\$ 105,297.70	FY27-28	0	\$	-		Received preliminary plans asking for a Will Serve. Upstream of Pierce PS. District Staff will perform analysis of station to see if any upg 09/20/2024 - Sent Will Serve letter. Informed them they may be required to upsize and rehab Pierce PS.
24 25	13870 Pike Road - 31 New Homes 122 SFD, Condos, & Townhomes (Same	13870 Pike Road (APN 503-30-019) 20883 Stevens Creek Blvd	PrePlanning Planning	*	\$ 487,380.00 \$ 1,598,500.00	FY27-28 FY27-28	0	\$ \$	-	\$ 487,380.00	09/24/2024 - Notified of this Builder's Remedy project by City of Saratoga Planning Department 09/27/2024 - Received Planning Phas Permit ASA-2024-011 by Nov 1
	Parcel as our current District Offices)	(APN 326-32-050, 326-32-051, 326-32-052, & 326-32-053)									10/17/2024 - Responded to ASA-2024-011
26	27 New Townhomes	20865 McClellan Rd	Planning		\$ 320,944.00	FY26-27	0	Ś	- 1	5 320,944.00	10/10/2024 - Received Planning Phase Permit ASA-2024-012 by Oct 16

* Not enough information from developer to determine.

Item 10.A.

ts from 123 to 136 and downside commercial space.
ly in the process of finalizing the demolition permit.
e spaceship
naterials for review by the end of May. (Changed Possibility of collection from 70% to
ion are still underway. Additionally, the probability of collection has been revised to
the board for approval on July 17, 2024.
and ownership if it were to remain private.
n calculated and communicated to the developer. tility sheets, commercial building square footages and proposed uses, as well as the
l construction begins. District still needs to address Rise regarding the letter.
strategy before proceeding.
p them.
rcel 503-15-084. Further inquiry is made to obtain additional project details.
stations (District Staff mentioned we were not willing to add 3 new lift stations into
bond, which expires on Noverber 25, 2023.
of mainlines and manholes
he plans and I have asked them to confirm lengths and/or provide updated plans.
square-foot community sports center with a gym and swimming pool. Currently, this
erve Letter.
are no capacity issues, only existing sags in the pipes.
parcel or be split into 20 different parcels
ived a small project description and an aerial map showing the project location
upgrades are required.
upgrades are required.



Cupertino Sanitary District - Monthly Maintenance Summary - September 2024

Item 10.B.

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

PLSDs (Private Lateral Sewage Discharge)

<u>Start Date</u> <u>Location</u> None		Cause of PSLD	<u>Main/Lat</u>	<u>Spill Volume (Gal)</u>	Spill Recovered (Gal)	<u>Volume of Wash Water Used</u> (<u>Gal)</u>
Emergency Calls - Causes						
Received Calls - Business	Hours # of Calls	Received Calls - Af	ter Hours <u># of Calls</u>	Received Calls - V	Neekend # of Calls	
Root Intrusion	1	Root Intrusion	0	Root Intrusion	0	
Onsite	1	Onsite	0	Grease	0	
Grease	0	Grease	0	Debris	0	
Debris	2	Offset	0	onsite	2	
Others	2	Debris	0	Others	1	
Pump Station	0	Pump Station	0	Pump Station	0	
Total:	6	Total:	0	Total:	3	-

Repairs

<u>Address</u> Forum 2

Description of Work

Replaced starter contacts for pump 2

Mainline Maintenance

												FY2024-25	FY2024-25 Annual	% Complete (YTD/Annual
Size of Pipe	4"	6"	8"	10"	12"	14"	15"	16"	18"	> 20"	Total	YTD	Schedule	Schedule)
Mainline Cleaning (ft)	0	49,195	68,451	3,281	0	0	0	0	0	0	120,927	365,628	1,673,032	22%
Easement Cleaning (ft)	0	3,384	3,327	0	0	0	0	0	0	0	6,711	39,628	217,684	18%
CCTV (ft)	0	11,223	3,266	6,930	358	0	3,307	0	0	0	25,084	73,660	207,880	35%

Lateral Maintenance

		FY2024-	FY2024-25	% Complete
		25	Annual	(YTD/Annual
Activity	# of Laterals	YTD	schedule	schedule)
Cleaning	193	1,255	4,000	31%
ССТV	16	51		
Inspection	22	65		

<u>Main/Lat</u> PS

FOG Inspection

	# of Inspections	YTD FY2024-25	FY2024-25 Annual Schedule	% Complete (YTD/Annual schedule)
Performed	24	69		
Completed	23	67	248	27%
Follow up Needed	0			

CUPERTINO SANITARY DISTRICT

	MEETING/E	VENT SCH	IEDULE			.em				
			00	CTOBER 20	24					
<u>OCTOBER 2024</u>	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday			
			1	2	3	4	5			
10/02: 1st Regular Meeting				1st Regular Meeting						
10/07: TAC-CANCELLED	6	7	8	9	10	11	12			
10/09: CASSE	1 In- C	TAC		CASSE	TPAC					
10/10: TPAC-CANCELLED	13	14	15	16		18	19			
			15	10		10				
10/23: 2nd Regular Meeting							1			
	20	21	22	2 nd Regular	24	25	26			
	27	28	29	Meeting 30	31		-			
		Ĩ								
			NC	VEMBER 2	024					
NOVEMBER 2024	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday			
		1.1	1			1	2			
1/06: 1st Regular Meeting	1.1					1. 31	8.2			
11/12: TAC	3	4	5	6	7	8	9			
11/13: CASSE			1.1.1	1st Regular Meeting			· · · · · · · · · · · · · · · · · · ·			
11/14: TPAC										
11/20: 2nd Regular Meeting	10	11 Veteran's	12		14	15	16			
		Day	TAC	CASSE	TPAC					
11/28-29: Holiday-Office Closed	17	18	19	20	21	22	23			
				2 nd Regular Meeting			1			
	24	25	26	27	28	29	.30			
					HOL	IDAY				
	DECEMBER 2024									
DECEMBER 2024	Sunday 1	Monday 2	Tuesday 3	Wednesday	Thursday 5	Friday 6	Saturday			
		SCCSDA	5	1st Regular Meeting						
12/02: SCCSDA	8	9	10		12	13	14			
2/04: 1st Regular Meeting		TAC		CASSE	TPAC					
12/09: TAC	15	16	17	18	- 19	20	21			
12/11: CASSE				2 nd Regular Meeting						
	10			mooung		1 march				

23

30

24

31

25

HOLIDAY

26

27

28

22

29

- 12/11: CASSE
- 12/12: TPAC
- 12/18: 2nd Regular Meeting
- 12/25: Holiday-Office Closed