



Tuesday, July 11, 2023 at 1:00 PM  
Valley Sanitary District Board Room  
45500 Van Buren Street, Indio, CA 92201

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**BOARD OF DIRECTORS  
REGULAR SESSION  
AGENDA**

Valley Sanitary District is open to the public and board meetings will be conducted in person. In addition to attending in person, members of the public may view and participate in meeting via the following:

Zoom link: <https://us06web.zoom.us/j/89082774550>

Meeting ID: 890 8277 4550

To address the Board of Directors during the virtual live session via zoom, please email the Clerk of the Board at [hgould@valley-sanitary.org](mailto:hgould@valley-sanitary.org) or, alternatively, during the specific agenda item or general comment period (i.e. non-agenda items), please use the "raise your hand" function in zoom in order to be recognized by the Clerk of the Board in order to provide comments in real time.

The Clerk of the Board will facilitate to the extent possible any email requests to provide oral testimony that are sent during the live meeting. Members of the public may provide Oral testimony in person or during the virtual live session and are limited to three minutes each. To address the Board in person please complete speaker request card located at in the Board Room and give it to the Clerk of the Board.

If you are unable to provide comments during the meeting, written public comments on agenda or non-agenda items may be submitted by email to the Clerk of the Board at [hgould@valley-sanitary.org](mailto:hgould@valley-sanitary.org). Written comments must be received by the Clerk of the Board no later than 11:00 a.m. on the day of the meeting.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. JULY EMPLOYEE ANNIVERSARIES
  - *Adrian Contreras, Assistant Engineer - 11 years*
  - *Jeanette Juarez, Chief Administrative Officer - 3 years*
  - *Ray Marroquin, Maintenance Tech II - 2 years*

- *Matthew Pittelli, Electrical Instrumentation Tech II - 2 years*
- *Diego Rivera, Collection Systems Tech I - 1 year*

## 5. PUBLIC COMMENT

## 6. CONSENT CALENDAR

*Consent calendar items are expected to be routine and noncontroversial, to be acted upon by the Board of Directors at one time, without discussion. If any Board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.*

### 6.1 [Approve the Minutes for the Board of Directors Regular Meeting held June 27, 2023](#)

Recommendation: Approve

### 6.2 [Approve Warrants for July 11, 2023](#)

Recommendation: Approve

### 6.3 [Authorize Reimburse Cost of Moving Expenses for the General Manager per Terms of the Employment Contract](#)

Recommendation: Approve

## 7. NON-HEARING ITEMS

### 7.1 [Authorize General Manager to Execute a Five \(5\) Year Contract with California Boiler to Provide Annual Preventative Maintenance and Semi-Annual Tune Up for \(1\) Hurst Boiler for an Amount Not to Exceed \\$52,992.50](#)

Recommendation: Approve

### 7.2 [Authorize Specific Directors to Attend the California Association of Sanitation Agencies \(CASA\) 2023 Annual Conference in San Diego and Reimburse Related Expenses](#)

Recommendation: Approve

### 7.3 [Approve the Slate of Candidates for the California Association of Sanitary Agencies \(CASA\) Board of Directors and Authorize the General Manager to Cast the Vote for the Annual Dues Resolution for Fiscal Year 2023/24](#)

Recommendation: Approve

### 7.4 [Authorize General Manager to Execute a One-Year Contract Extension with Innovative Federal Strategies to Advocate Wastewater and Recycled Water-Related Legislation and Policies in Washington D.C. in an Amount Not to Exceed \\$83,000](#)

Recommendation: Approve

### 7.5 [Authorize General Manager to Execute an Agreement with Underground Service Alert of Southern California \(Dig Alert\)](#)

Recommendation: Approve.

### 7.6 [Inform the Board of Directors of a Billing Error that Occurred in 2008 with an Estimated Revenue Loss to Date of \\$68,955](#)

Recommendation: Approve

## 8. GENERAL MANAGER'S REPORT

8.1 [Receive Monthly General Managers Report for June 2023](#)

Recommendation: Review

9. **DIRECTOR'S ITEMS**

10. **INFORMATIONAL ITEMS**

11. **ADJOURNMENT**

POSTED July 7, 2023  
Holly Gould  
Clerk of the Board  
Valley Sanitary District

**PUBLIC NOTICE**

In compliance with the Americans with Disabilities Act, access to the Board Room and Public Restrooms has been made. If you need special assistance to participate in this meeting, please contact Valley Sanitary District (760) 235-5400. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA TITLE II). All public records related to open session items contained on this Agenda are available upon request at the Administrative Office of Valley Sanitary District located at 45-500 Van Buren Street, Indio, CA 92201. Copies of public records are subject to fees and charges for reproduction.



**Valley Sanitary District**

**DATE:** July 11, 2023  
**TO:** Board of Directors  
**FROM:** Holly Gould, Clerk of the Board  
**SUBJECT:** Approve the Minutes for the Board of Directors Regular Meeting held June 27, 2023

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**Suggested Action**

Approve

**Strategic Plan Compliance**

GOAL 6: Improve Planning, Administration and Governance

**Fiscal Impact**

None

**Environmental Review**

This item does not qualify as a project for the purposes of CEQA.

**Background**

The meeting minutes for the Board of Directors Regular Meeting held June 27, 2023.

**Recommendation**

Approve

**Attachments**

[27 Jun 2023 Meeting Minutes.edited.docx](#)

**VALLEY SANITARY DISTRICT  
MINUTES OF REGULAR BOARD MEETING  
June 27, 2023**

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held on Tuesday, June 27, 2023, at 45-500 Van Buren St., Indio, CA 92201.

**1. CALL TO ORDER**

President Canero called the meeting to order at 1:00 p.m.

**2. ROLL CALL**

Directors Present:

Jacky Barnum, Debra Canero, Mike Duran, Scott Sear, William Teague

Staff Present:

Jason Dafforn, General Manager; Ron Buchwald, District Engineer; Jeanette Juarez, Chief Administrative Officer; Dave Commons, Chief Operating Officer; Holly Gould, Clerk of the Board; Andy Boyd, Wastewater Operator; Ray Marroquin, Maintenance Technician; and Robert Hargreaves, Best Best & Krieger

**3. PLEDGE OF ALLEGIANCE**

**4. PUBLIC COMMENT - None**

**5. CONSENT CALENDAR**

5.1 Approve the Minutes for the Board of Directors Regular Meeting held June 13, 2023, and the Board of Directors Special Meeting held June 20, 2023

5.2 Approve Warrants for June 27, 2023

5.3 Monthly Financial Report for May 31, 2023

5.4 Receive and file Credit Card Report for May 31, 2023

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Jeanette Juarez, Chief Administrative Officer, reported on the monthly financial report for May 31, 2023.

**ACTION TAKEN:**

**MOTION:** Vice President Duran motioned to approve the consent calendar as presented. Director Teague seconded the motion. Motion carried by the following roll call vote:  
AYES: Barnum, Canero, Duran, Sear, Teague  
NOES: None  
**MINUTE ORDER NO. 2023-3305**

**6. NON-HEARING ITEMS**

6.1 Approve Class II Inspection and Preventative Maintenance for the Turblex Blowers for an Amount of \$65,610.08

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The District treatment process utilizes three (3) large Turblex compressors/blowers that require scheduled maintenance both by District staff and a manufacture certified technician. The Class II inspection for the blowers is critical and necessary to keep our blowers/Plant running. The 36,000 Hour Class II inspection includes testing safety switches, verifying that all 4-20mA current loops are operating correctly, verify surge detection unit works properly, verifying the discharge check valve operates properly to prevent backflows, inspecting control arms of variable control vanes for slippage, inspect and tighten all mechanical and electrical connections, check coupling alignment and tightening torques of all bolts, inspect and clean variable vane system, check variable vane geometry, check axial movement on high and low-speed shafts, dismantle gearbox, replace fast shaft ball bearings, check unit alignment, inspect gearwheels, bearings, and seals and check clearance, replace slow shaft ball bearings, replace flexible seals (O-rings) inspect the electric motor, oil pump, oil cooler, coupling, valves, etc. and perform preventive maintenance. Staff recommends authorizing Howden to conduct the Class II inspection for the Turblex blowers for an amount not to exceed \$65,610.08.

**ACTION TAKEN:**

**MOTION:** Director Teague motioned to approve Howden to conduct the Class II inspection and preventative maintenance for the Turblex Blowers for an amount not to exceed \$65,610.08. Vice President Duran seconded the motion. Motion carried by the following roll call vote:  
AYES: Barnum, Canero, Duran, Sear, Teague  
NOES: None  
**MINUTE ORDER NO. 2023-3306**

6.2 Authorize General Manager to Execute a Three (3) Month Contract with California Chemical for Sodium Hypochlorite in the Amount Not to Exceed \$160,000

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The District currently procures its 12.5% Sodium Hypochlorite, used in the disinfection of its wastewater, from Univar Chemical. Due to price volatility, Staff has researched and received a competing quote from another supplier. Staff has acquired a quarterly contract proposal from California Chemical to reduce costs. The proposal from California Chemical will save the District approximately \$0.40/gallon,

which is a significant cost saving from the current price the District is paying Univar Chemical. This is only a temporary contract while Staff prepares a Request For Proposal (RFP) for a long-term chemical delivery contract. Staff recommends authorizing a three (3) month contract with California Chemical for an amount not exceeding \$160,000.

**ACTION TAKEN:**

**MOTION:** Secretary/Treasurer Sear motioned to authorize the General Manager to execute a three (3) month contract with California Chemical for Sodium Hypochlorite in an amount not to exceed \$160,000. Director Barnum seconded the motion. Motion carried by the following roll call vote:

AYES: Barnum, Canero, Duran, Sear, Teague

NOES: None

**MINUTE ORDER NO. 2023-3307**

**6.3 Authorize the General Manager to Exercise Years 2 and 3 of the Southwest Networks Contact**

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The District utilizes contractual services for the District's information systems support services. This agreement is a master agreement and applies to services rendered and licenses for software, hardware, support, maintenance services, and subscriptions. Staff recommends authorizing years 2 and 3 of the Southwest Networks contract. The fiscal impact of this contract is a \$41,484 base price per year plus labor costs and added device costs for services rendered outside the scope of work.

**ACTION TAKEN:**

**MOTION:** Vice President Duran motioned to authorize the General Manager to exercise years two (2) and three (3) of the Southwest Networks contract. Director Barnum seconded the motion. Motion carried by the following roll call vote:

AYES: Barnum, Canero, Duran, Teague

NOES: None

**MINUTE ORDER NO. 2023-3308**

**6.4 Approve Blanket Purchase Orders for the Listed Vendors and Amounts for the Fiscal Year 2023/24 in an Amount Not to Exceed \$2,270,931**

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Blanket Purchase Orders may be used with vendors expected to supply repetitive-use products or services to VSD on an ongoing and/or regular basis throughout the year. Blanket Purchase Orders are closed after each fiscal year. The staff has reviewed the purchases for the past fiscal year and the expenditures outlined within the Operating and Capital Budget for 2023/24. Staff identified \$2,270,931 of purchases needed for the normal course of business.

**ACTION TAKEN:**

**MOTION:** Director Teague motioned to approve the blanket purchase orders for the listed vendors and amounts for the fiscal year 2023/24 in an amount not to exceed

\$2,270,931. Secretary/Treasurer Sear seconded the motion. Motion carried by the following roll call vote:

AYES: Barnum, Canero, Duran, Teague

NOES: None

**MINUTE ORDER NO. 2023-3309**

- 6.5 Discuss the Proposed Compensation Rate for Directors of the Valley Sanitary District Board and Set a Public Hearing Date for July 11, 2023

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After discussion, the Board decided not to increase the compensation rate for the Valley Sanitary District Board of Directors. The rate will remain at \$300 per meeting/day of service.

- 6.6 Discuss Employee Gym Membership Reimbursement and Provide Direction

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After discussion, the Board elected to make no changes to gym membership reimbursement. The District will reimburse employees once each fiscal year for a gym membership, exercise, fitness classes, or fitness technology enrollment. The maximum reimbursement is \$420.

- 6.7 Select One Candidate for the California Special Districts Association (CSDA) Board of Directors Election Ballot – Term 2024-2026, Seat C – Southern Network

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After discussion, the Board elected to cast their vote for Arlene Schafer for the CSDA Board of Directors, Seat C, Southern Network.

**ACTION TAKEN:**

**MOTION:**

Secretary/Treasurer Sear motioned to vote for Arlene Shafer for CSDA Board of Directors, Seat C, Southern Network. Motion carried by the following vote:

AYES: Barnum, Canero, Duran, Teague

NOES: None

**MINUTE ORDER NO. 2023-3310**

- 6.8 Select One Candidate for the Riverside Local Area Formation Agency (LAFCO) Countywide Oversight Board

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After discussion, the Board elected to cast their vote for Debra Canero for the Riverside Local Area Formation Agency (LAFCO) Countywide Oversight Board.

**ACTION TAKEN:**

**MOTION:**

Director Teague motioned to vote for Debra Canero for the Riverside Local Area Formation Agency (LAFCO) Countywide Oversight Board. Motion carried by the following vote:

AYES: Barnum, Canero, Duran, Teague

NOES: None



## MINUTE ORDER NO. 2023-3311

- 6.9 Authorize the Board President to Sign a Letter of Support for AB 1594 (Garcia) Regarding Medium-and-Heavy-Duty Zero-Emission Vehicles for Public Agency Utilities

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The District received a request from Assemblyman Garcia through Townsend Public Affairs to provide a letter of support for AB 1594 regarding medium- and heavy-duty zero-emission vehicles for public agency utilities. AB 1594 is a reasonable response to the Advanced Clean Fleet regulations adopted by the California Air Resources Board (CARB). AB 1594 clarifies that exemptions can be made where the deployment of zero-emission vehicles is not feasible or available.

### **ACTION TAKEN:**

#### **MOTION:**

Vice President Duran motioned to authorize the Board President to sign a letter of support for AB 1594 regarding medium and heavy-duty zero-emission vehicles for public agency utilities. Director Barnum seconded the motion. Motion carried by the following roll call vote:

AYES: Barnum, Canero, Duran, Teague

NOES: None

**MINUTE ORDER NO. 2023-3312**

## **7. GENERAL MANAGER'S ITEMS**

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Jason Dafforn, General Manager, informed the Board that the Budget & Finance Committee meeting for July 4, 2023, will have to be canceled because of the Independence Day holiday. The next Budget & Finance Committee meeting will be held on September 5, 2023. He also invited the Board to the Employee Recognition Luncheon on July 19, 2023, which will be held at the District. Mr. Dafforn reminded the Board of the Greater Coachella Valley Chamber of Commerce dinner on June 29, 2023, at 5:30 p.m.

## **8. DIRECTOR'S ITEMS**

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Vice President Duran requested the General Manager develop some ideas for a Wellness Program that can be implemented for employees. President Canero thanked Staff for attending the board meetings and always being ready with information.

9. **INFORMATIONAL ITEMS** – None.

## **10. ADJOURNMENT**

There being no further business to discuss, the meeting was adjourned at 1:45 p.m. The next regular Board meeting will be on July 11, 2023.

Respectfully submitted,

Holly Gould, Clerk of the Board  
Valley Sanitary District



**Valley Sanitary District**

**DATE:** July 11, 2023  
**TO:** Board of Directors  
**FROM:** Jeanette Juarez, Chief Administrative Officer  
**SUBJECT:** Approve Warrants for July 11, 2023

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**Suggested Action**

Approve

**Strategic Plan Compliance**

GOAL 5: Long-Term Financial Strength

**Fiscal Impact**

The total charges incurred for the warrants from June 21, 2023, through July 3, 2023, are \$404,358.87.

**Environmental Review**

This does not qualify as a project for the purposes of CEQA.

**Background**

The attached warrants list shows all disbursements from June 21, 2023, through July 3, 2023.

**Recommendation**

Staff recommends that the Board of Directors approve the warrants for July 11, 2023.

**Attachments**

[Warrants for July 11, 2023.pdf](#)

**DISBURSEMENTS**  
**Approved at the Board Meeting of**  
**July 11, 2023**

41665 Automation Pride	Gate 2 issue call	\$95.00
41666 Badger Meter, Inc	Cl2 membrane, cl2 sensor, phase sensor	\$672.50
41667 Cintas Corp	Uniforms, mats, towels etc - 06/02/2023	\$591.35
41667 Cintas Corp	Uniforms, mats, towels, etc - 06/15/2023	\$538.19
41668 Desert Arc	Landscaping services - June 2023	\$840.00
41669 Diamond Environmental Services, LP	Portable restroom services - 6/12/2023-7/9/2023	\$268.33
41670 Endura Steel, Inc.	Angle iron for gate 2 track	\$43.54
41671 Facilities Protection Systems	Preventative maintenance agreement 7/1/2023-6/30/2024	\$4,400.00
41672 Haaker Equipment Company	Carriage bolt	\$28.54
41673 IDEXX Distribution, Inc.	Gamma irrads colilert	\$248.35
41674 Industrial Filter Manufacturers, Inc.	Filters	\$1,346.84
41675 Innovative Document Solutions	Canon copier maintenance - May 2023	\$218.84
41676 Innovative Federal Strategies LLC	Federal advocacy services - may 2023	\$6,911.99
41677 Master's Refreshment Services LLC	Water delivery - 06/12/2023	\$428.00
41678 MCR Technologies, Inc.	FEW325 flowmeter 24 inch	\$16,748.94
41679 Mobile Modular Management Corp	Trailer rental 6/6/2023-7/5/2023	\$655.15
41680 NFPA	Membership renewal - 09/01/2023-08/31/2024	\$175.00
41681 Northern Safety Co.	Gloves	\$204.89
41682 Rudy's Pest Control	Pest control - 06/16/2023	\$200.00
41683 Tops 'N Barricades Inc.	Signs	\$69.60
41684 Univar Solutions	Sodium bisulfite - 06/13/2023	\$6,368.24
41685 Western Water Works	Gaskets	\$138.33
41686 Caltest Analytical Laboratory	Cyanide testing - 06/22/2023	\$195.70
41686 Caltest Analytical Laboratory	Weekly samples - 06/29/2023	\$353.40
41686 Caltest Analytical Laboratory	Weekly samples	\$353.40
41686 Caltest Analytical Laboratory	Monthly samples - 06/12/2023	\$95.00
41687 Cintas Corp	Uniforms, mats, towels etc - 06/22/2023	\$559.41
41688 D & H Water Systems	Spare membrane caps 50ml 740048 (2)	\$745.50
41689 Desert Hose & Supply	Brass GHF, nozzles, wire covers	\$338.08
41689 Desert Hose & Supply	Hose assembly 50 ft, brass fittings, gaskets, nozzles	\$840.55
41690 E.S. Babcock & Sons, Inc.	Monthly samples - 06/22/2023	\$169.86
41690 E.S. Babcock & Sons, Inc.	Pre-treatment SIU yearly JBDC	\$1,054.57
41690 E.S. Babcock & Sons, Inc.	Pretreatment SIU yearly - Forager Project	\$1,054.57
41690 E.S. Babcock & Sons, Inc.	Pretreatment SIU yearly - Culligan	\$1,279.53
41691 Environmental Resource Associates	578 Demand	\$186.25
41692 Geotab USA, Inc	Vehicle telemetrics - June 2023	\$600.75
41693 IDEXX Distribution, Inc.	Pre disp qt 2000 comparator	\$42.77
41693 IDEXX Distribution, Inc.	Idexx coliform and ecoli	\$324.41
41693 IDEXX Distribution, Inc.	Watt uv bulb	\$59.91
41694 Innovative Document Solutions	Canon copier maintenance - June 2023	\$74.96
41695 Linde Gas & Equipment Inc.	Tank rental - 05/20/2023-06/20/2023	\$157.09
41696 McMaster-Carr Supply Co.	Mitutoyo dial caliper	\$191.68
41696 McMaster-Carr Supply Co.	Stainless steel pipe fittings	\$1,373.61
41696 McMaster-Carr Supply Co.	Wrenches	\$740.60
41697 Petty Cash	Petty cash replenishment - 06/29/2023	\$244.19
41698 Pipe Logix, Inc.	Pipelogix subscription - 9/1/2023-8/31/2024	\$2,500.00
41699 SC Fuels	Fuel delivery - 6/23/2023	\$5,081.04
41700 Southwest Networks, Inc.	Computer labor - June 2023	\$736.25
41701 Staples Advantage	New charges - June 2023	\$1,249.34
41702 Superior Protection Consultants	Security services - June 2023	\$9,360.00
41703 Thomas Scientific	Self contained BI-G	\$138.24
41704 United States Plastic Corp.	320z tall sqr quart neck box	\$113.40
41705 United Way of the Desert	PR 06/09/2023 - 06/22/2023 PD 06/30/2023	\$20.00
41706 Univar Solutions	Sodium hypo - 6/21/2023	\$12,617.96
41706 Univar Solutions	Sodium hypo - 06/27/2023	\$13,399.85
41707 USA Blue Book	Potassium iodide, acs grade	\$1,165.43
41707 USA Blue Book	Steamer port hydrant diffuser 4"	\$744.91
41708 Valley Office Equipment, Inc	Sharp copier maint - 5/13/2023-6/12/2023	\$70.54
41709 Western Water Works	Full face gasket	\$138.33
202306271 SPOK, Inc.	Pager service - June 2023	\$24.73
202306272 Colonial Life	PR 05/12/2023 - 05/25/2023 PD 06/02/2023	\$1,057.73
202306272 Colonial Life	PR 05/26/2023 - 06/08/2023 PD 06/16/2023	\$1,057.73
202306281 FedEx	Shipping services - 06/13/2023	\$174.96
202306281 FedEx	Shipping charges - 06/21/2023	\$175.75
202306281 FedEx	Shipping charges - 06/07/2023	\$228.16
202306282 Grainger	Circuit tracer kit	\$2,536.33
202306283 Grainger	Duct Evap Cooler, portable evap cooler	\$2,089.01
202306283 Grainger	Camlock zinc die cast	\$46.72
202306283 Grainger	Aerosol lubricant	\$58.21
202306283 Grainger	Purge pump	\$61.97
202306283 Grainger	Universal joints	\$690.89
202306283 Grainger	Electric strike	\$471.84
202306283 Grainger	Plug-in charger	\$63.11

202306283 Grainger	Pipe plug	\$151.90
202306283 Grainger	Pipe shears	\$91.97
202306283 Grainger	Union check valve	\$283.27
202306283 Grainger	Disposable gloves	\$293.29
202306283 Grainger	Sulfuric acid	\$993.20
202306291 Domino Solar LTD	Electricity - May 2023	\$11,637.12
202306292 Pitney Bowes, Inc.	Postage meter rental - 4/1/2023-6/30/2023	\$170.37
202306293 Pitney Bowes, Inc.	Ink for postage meter	\$99.28
202306294 Paychex - Direct Deposit	PR 06/09/2023 - 06/22/2023 PD 06/30/2023	\$95,221.43
202306295 CalPERS 457	PR 06/09/2023 - 06/22/2023 PD 06/30/2023	\$870.00
202306296 Paychex - Fee	PR 06/09/2023 - 06/22/2023 PD 06/30/2023	\$207.91
202306297 Paychex - Garnishment	PR 06/09/2023 - 06/22/2023 PD 06/30/2023	\$360.46
202306298 Paychex - Tax	PR 06/09/2023 - 06/22/2023 PD 06/30/2023	\$43,256.88
202306299 CalPERS Retirement	PR 06/09/2023 - 06/22/2023 PD 06/30/2023	\$23,425.08
202306307 Mission Square (formerly ICMARC / Vantage Point)	PR 06/09/2023 - 06/22/2023 PD 06/30/2023	\$1,470.00
202306308 Empower (formerly Mass Mutual)	PR 06/09/2023 - 06/22/2023 PD 06/30/2023	\$10.00
202306309 Nationwide Retirement Solution	PR 06/09/2023 - 06/22/2023 PD 06/30/2023	\$1,975.00
202307011 CalPERS Health	Health insurance - July 2023	\$54,770.71
202307012 Standard Insurance Company	Life and disability insurance - July 2023	\$1,637.45
202307031 Indio Water Authority	Water - May 2023	\$2,012.79
202307041 Verizon Wireless	Cell phones - June 2023	\$1,103.49
202307051 Imperial Irrigation District	Electricity - May 2023	\$55,969.41
202307101 City of Coachella	Water - June 2023	\$48.02
	Total	\$404,358.87



**Valley Sanitary District**

**DATE:** July 11, 2023  
**TO:** Board of Directors  
**FROM:** Jason Dafforn, General Manager  
**SUBJECT:** Authorize Reimburse Cost of Moving Expenses for the General Manager per Terms of the Employment Contract

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**Suggested Action**

Approve

**Strategic Plan Compliance**

GOAL 1: Fully Staffed with a Highly Trained and Motivated Team

**Fiscal Impact**

The fiscal impact of this item is \$2,700.

**Environmental Review**

This item does not qualify as a project as defined by the California Environmental Quality Act (CEQA).

**Background**

Section 4.1 Relocation Expenses “reimbursement will be contingent on the District's approval of the scope of expenses prior to expenditure and will be based on the lowest of three (3) bids obtained by Employee for rental or services. Relocation expenses may not be submitted for reimbursement later than six (6) months following Employee's start of employment unless approved by the Board”.

To allow time to settle in before his official start date, the General Manager moved into the Coachella Valley on June 10, 2023. The General manager incurred moving expenditures of \$2,700, which he is requesting reimbursement for per his contract. As the General Manager is now a resident of the

Coachella Valley, he will forgo the \$2,000 per month temporary housing reimbursement as stipulated in his contract.

**Recommendation**

Staff recommends that the Board of Directors authorize and approve the moving expenses for the General Manager per the terms of the employment contract.

**Attachments**

[6.3 Attachment A Expense Reimbursement Form.pdf](#)



## Expense Reimbursement Form

Employee Name: Jason Dafforn

Date: 06/28/23

Department: Admin

Supervisor Name: \_\_\_\_\_

### Itemized Expenses

Date	Description	GL Account	Amount
06/10/23	Relocation Services	11-5950414-3	\$2,700.00

Subtotal	\$2,700.00
Less Cash Advance	\$0.00
<b>Total Reimbursement</b>	<b>\$2,700.00</b>

\*Attach all receipts and/or documentation with this form

Claimant Signature: \_\_\_\_\_

Date: 6/28/2023

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Extra Mile Movers**

1528 Andalusian St  
San Jacinto, CA 92582 US  
extramilemovers2@gmail.com

**INVOICE**

BILL TO  
Jason Dafforn  
United States

INVOICE 2320  
DATE 05/29/2023  
TERMS Net 30  
DUE DATE 06/10/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
06/10/2023	Services	Move	1	2,700.00	2,700.00

This is for invoice purposes only.

BALANCE DUE

**\$2,700.00**



**Valley Sanitary District**

**DATE:** July 11, 2023  
**TO:** Board of Directors  
**FROM:** Ed Luna, Mechanical Technologist III  
**SUBJECT:** Authorize General Manager to Execute a Five (5) Year Contract with California Boiler to Provide Annual Preventative Maintenance and Semi-Annual Tune Up for (1) Hurst Boiler for an Amount Not to Exceed \$52,992.50

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**Suggested Action**

Approve

**Strategic Plan Compliance**

GOAL 3: Excellent Facilities

**Fiscal Impact**

The fiscal impact of this item is \$15,000 and is included in the FY 2023/24 budget.

**Environmental Review**

This item does not qualify as a project defined by the California Environmental Quality Act (CEQA)

**Background**

Boiler maintenance is critical to maintaining systems that are in compliance with emissions regulations and operating correctly and efficiently. This service agreement includes biannual maintenance to ensure compliance with all South Coast Air Quality Management District (SCAQMD) requirements. California Boiler's preventive maintenance and annual inspection programs are tailored to provide periodic monitoring of the District's boiler systems to ensure minimal downtime and maximum operating efficiency. The proposal also includes a Planned Preventive Maintenance (PPM) service that incorporates all required system monitoring and key maintenance service checkpoints. California Boiler's PPM system ensures the long-term efficiency and reliability of the District's boiler system. These services include annual internal and external inspection of the system, quarterly external inspection of the system with emissions monitors, and discounts on parts and select system upgrades.

This is a specialized service which necessitates a sole source procurement.

**Recommendation**

Staff recommends the Board of Directors approve a Five (5) Year contract with California Boiler for services providing Annual Preventative Maintenance and Semi-Annual Tune Up for (1) Hurst Boiler in the amount Not to Exceed \$52,992.50

**Attachments**

[service.pdf](#)



CALIFORNIA BOILER

SERVICE • PARTS • SALES • RENTALS

From

California Boiler

43397 Business Park Drive,  
Suite D-1  
Temecula CA 92590  
(619) 821-0748  
www.californiaboiler.com

Quote No.

0003634

Type

Preventative Maintenance

Prepared By

Benjamin Knight

Created On

04/06/2023

Valid Until

05/07/2023

Quote For

Walsh Construction  
Company II

VALLEY SANITARY  
DISTRICT  
45500 VAN BUREN ST.  
INDIO CA 92201  
(760)347-2357

## Description of Work

PROPOSAL FOR ANNUAL PREVENTATIVE MAINTENANCE AND SEMI-ANNUAL TUNE UP FOR ONE (1) HURST BOILER FOR FIVE (5) YEARS.

THE FOLLOWING PROPOSAL WILL COVER ALL WORK REQUIRED TO PERFORM THE ANNUAL PREVENTATIVE MAINTENANCE INSPECTION AND SEMI ANNUAL TUNE UP.

NOTES: PRICING INCLUDES ONE (1) ANNUAL INSPECTION AND ONE (1) SEMI-ANNUAL INSPECTION FOR 5 YEARS

UP TO 10% DISCOUNT ON ALL PARTS AND SERVICES FOR 3-YEAR AND 5-YEAR CONTRACT

NO RISK AND CAN TERMINATE THIS CONTRACT ANYTIME

INVOICED ONCE THE JOB IS COMPLETE

PRICE IS BASED ON PREVAILING WAGE RATES

ADDITIONAL REPAIRS: PROBLEMS FOUND DURING INSPECTION NOT COVERED BY THE STATED WORK SCOPE WILL NEED TO BE QUOTED SEPARATELY. CALIFORNIA BOILER WILL MAKE RECOMMENDATIONS FOR CORRECTIVE ACTION AND TO BE SUBMITTED TO VALLEY SANITARY DISTRICT RESPONSIBLE ENGINEER FOR APPROPRIATE DISPOSITION. NO ADDITIONAL WORK WILL BE PERFORMED WITHOUT PROPER AUTHORIZATION.

SIDE NOTE: YOU WILL NOTICE THAT THE PRICE FOR THE CURRENT PROPOSAL IS LESS THAN THE LAST CONTRACT. THE PRICE DIFFERENCE IS DUE TO OUR LABOR RATES NOT CHANGING (THEY WILL BE GOING UP EFFECTIVE JUNE OF THIS YEAR 2023) AND THE COST OF VARIOUS PARTS EITHER NOT CHANGING IN PRICE OR HAVE BEEN REDUCED IN PRICE SO WE ARE HAPPY TO PASS ALONG THE SAVINGS TO OUR VALUED CUSTOMERS. ALSO, THE MANAGERS WANTED TO EXTEND A LARGER DISCOUNT ON THE SERVICES WE PROVIDE FOR LOYAL CUSTOMERS WHO ARE WANTING TO EXTEND THEIR 3 AND 5 YEAR CONTRACTS WITH US AS A THANK YOU FOR CONSIDERING US AGAIN FOR A SERVICE CONTRACT RENEWAL.

## Services to be completed

**[Commercial Hot Water] Boiler - Hurst S100 FB200-30-107**

ANNUAL PREVENTATIVE MAINTENANCE INPECTION FOR HURST BOILER

CHECK IN WITH CUSTOMER

PERFORM JOB HAZARD ANALYSIS

LOCK OUT/TAG OUT THE UNIT TO BE SERVICED PRIOR TO STARTING THE JOB TO ENSURE A SAFE WORK ENVIRONMENT

DRAIN BOILER AND OPEN WATERSIDE – HAND HOLES, LOW WATER CUT-OFFS, BOILER CONNECTIONS FOR WATER COLUMNS, BLOW DOWN AND FEED WATER INLET

WASH ALL LOOSE MUD AND SCALE OUT OF BELLY OF BOILER AND LOW WATER CUT-OFF BOWLS. ROD OUT BOILER CONNECTIONS

CLOSE-UP WATERSIDE USING NEW GASKETS

REMOVE OLD SAFETY VALVE

INSTALL NEW SAFETY VALVE

REMOVE FRONT FIRESIDE DOOR

REMOVE REAR FIRESIDE DOOR

INSPECT FRONT TUBE SHEET

INSPECT REAR TUBE SHEET

INSPECT BOILER TUBES FOR ANY SIGNS OF SCALE, CRACKS OR ANY POSSIBLE PIN HOLE LEAKS

INSPECT BURNER, TIGHTEN AND LUBRICATE ALL LINKAGES

CHECK AND REPLACE WORN LINKAGE BALL JOINTS, AS NEEDED

CLEAN AIR DAMPER

INSPECT AND REPLACE AIR FILTER (REPLACE IF NECESSARY)

INSPECT PILOT AND ADJUST IGNITION ELECTRODE ARC GAP

REMOVE LOCK OUT/TAG OUTS FROM THE SYSTEM AND REENERGIZE

FILL BOILER AND HYDROSTATIC TEST AT OPERATING PRESSURE TO ENSURE NO LEAKS ON TUBES

REINSTALL FRONT FIRESIDE DOOR USING NEW GASKET

REINSTALL REAR FIRESIDE DOOR USING NEW GASKET

FIRE BOILER

TEST ALL SAFETY LIMITS FOR PROPER OPERATION

TUNE-UP ON NATURAL GAS USING ELECTRONIC ANALYZER TO ADJUST COMBUSTION FOR LOWEST EMISSIONS AND MAXIMUM OPERATING EFFICIENCY

LEAVE TEST RESULTS WITH CUSTOMER FOR SOUTH COAST AQMD RECORDS

REPORT ON OVERALL CONDITION OF BOILER

WORK AREA SHALL BE LEFT CLEAN

**[Commercial Hot Water] Boiler - Hurst S100 FB200-30-107**

SEMI ANNUAL TUNE UP ON HURST BOILER

CHECK IN WITH CUSTOMER

PERFORM JOB HAZARD ANYLYSIS

TUNE BOILER ON NATURAL GAS

INSPECT THE BURNER, TIGHTEN, AND LUBRICATE ALL LINKAGES

CHECK AND REPLACE WORN LINKAGE BALL JOINTS, AS NEEDED

INSPECT AND CLEAN THE AIR DAMPER ASSEMBLY

REPLACE FILTER WITH CUSTOMER SUPPLIED AIR FILTER IF APPLICABLE

INSPECT THE PILOT AND TUNE BOILER ON NATURAL GAS USING AN ELECTRONIC ANALYZER TO ACHEIVE THE LOWEST COMBUSTION EMISSIONS AND MAXIMUM EFFICIENCY TO MEET AIR POLLUTION CONTROL DISTRICT ANNUAL TUNEUP REQUIREMENT

INPECT FIRE EYE AND TEST FOR PROPER OPERATION

TEST ALL OPERATING CONTROLS FOR PROPER OPERATION

TEST ALL LOW WATER AND AUXILLARY LOW WATER CUT OFFS FOR PROPER OPERATION

TEST ALL SAFETY LIMITS FOR PROPER OPERATION

PROVIDE COMBUSTION ANAYLZER RESULTS TO CUSTOMER

CHECK GAS PRESSURE WITH THE USE OF A MONOMETER

PROVIDE REPORT ON OVERALL CONDITION OF THE BOILER

WORK AREA SHALL BE LEFT CLEAN

**GRAND TOTAL**                      **\$52,992.50**

## **Terms and Conditions**

### **SALES AND PAYMENT TERMS AND CONDITIONS**

The following sets forth the sale, payments and condition policies of California Boiler Inc.

It constitutes the general agreement between California Boiler Inc. ("California Boiler Inc.", the "Company" or "we") and you, its customer, under which products, service and parts are sold, credit is extended and payments are expected.

This policy supersedes all previous sales and credit, payment terms and conditions, and finance policies issued by California Boiler Inc. and shall remain in effect until further notice. The company reserves the right to change this policy and agreement at any time.

### **EXTENSION OF CREDIT**

Credit is one of the most important services California Boiler Inc. offers to you as a customer.

An open line of credit is established for you based upon your needs, financial strength, and history of meeting your credit obligations.

In order to insure you the best possible prices and service, we must enforce a credit and collections policy based upon sound business principals and good judgment.

### **INVOICING AND PAYMENT TERMS**

**Payment Terms** are 25% down payment or as specified~ (This is not refundable on equipment sales in process) balance Net 30 (upon approval of credit) on all invoices unless other arrangements are made in advance of shipment. **UNLESS OTHERWISE SPECIFIED DIFFERENTLY ON THE ATTACHED PROPOSAL.** When opening a new account with an order, the Company may require a deposit with the initial order so as not to delay shipments while credit references and financial information are being reviewed. We reserve the right to suspend or terminate any further performance under this agreemer

or otherwise in the event payment is not made when due. Quotes are valid for 30 days. Equipment will not be started up unless 90% of the purchase price has been paid.

**Shipment Terms** Unless otherwise specified in writing signed by an authorized representative of the Company, all shipments are F.O.B. the manufacturers factory or California Boiler Inc. warehouse as applicable. Title to the merchandise shall pass to the buyer upon delivery to the carrier at the F.O.B. point and thereafter all risk of loss or damage shall be the buyers.

**Service Charges** We reserve the right to take action to collect any invoice that is not paid when due. We also assess a late payment **SERVICE CHARGE** on the day following the due date and monthly thereafter against all amounts remaining unpaid on each such date. Subject to any limitations that may be imposed by applicable law, the amount of this charge is 1 % of the amount remaining unpaid on each such date.

This policy applied to customers who permit their account to become delinquent. It is your responsibility to notify California Boiler Inc. of any extenuating circumstances that may affect your payment and work out a solution. Please know that our interest lies, not in collecting a service charge, but receiving timely payments of your invoice.

#### **IN WARRANTY MATERIALS AND DISCLAIMER OF WARRANTIES**

You will rely solely on the warranty provided by the manufacturer. Your sole and exclusive remedy for breach of warranty shall be as provided in the manufacturers standard warranty unless otherwise specifically expressed in writing. (Standard Manufacturers Warranty is twelve (12) months from start-up, California Boiler Inc. labor warranty is ninety (90) days from start-up).

You will be invoiced in the regular manner for all materials and parts even though it may be an In-warranty transactions. Credits will be issued after factory credits are accepted. Please note that withholding payment of any invoice in anticipation of an In-warranty credit is not consistent with our terms of sale.

California Boiler Inc. makes no warranty expressed or implied of any kind. We make no claim of fitness or merchantability or any other warranty, expressed or implied. Nor is anyone else, whether employed by California Boiler Inc. or not, authorized to do so, on our behalf. We specifically disclaim the warranty of merchantability and the warranty of fitness.

For any items or components proposed as a substitute to specified items, it is understood that seller makes no guarantee that the approving authority will accept the products submitted.

**In no event shall California Boiler Inc. be liable to you or any person, corporation or other type of legal entity for any special, direct, indirect, incidental, liquidated or consequential damage of any kind. Including but not limited to, loss of products, loss of time, loss of use, loss of production, loss of savings or revenues, cost of replacement goods, labor costs or other charges in connection with product use or malfunction. The repair or replacement of defective parts whether such claims are alleged in strict liability, negligence, tort, contract or otherwise, and even if California Boiler Inc. is informed in advance of the possibility of such damages.**

#### **CLAIMS**

You are responsible for inspecting merchandise on receipt and for filing claims with the carriers for damage or loss. All claims for shortages and damages must be made in writing to the carriers within ten (10) days of receipt. We suggest you call the carrier immediately upon noticing any possible freight related damage and arrange for inspection before proceeding while unpacking. Photographs taken while the delivery truck is still on sight are recommended if possible.

Under no circumstances may you withhold payment or charge the Company for freight or warranty related claims.

No claim for the expenses incurred for corrective work done on merchandise provided by the Company will be considered or accepted unless specifically agreed to in writing, in advance of the work being done, by an authorized manager of the Company.

#### **INFORMATION AND ASSISTANCE**

If at any time you have a question on an invoice from the Company, a call or note to our accounting department will bring prompt action toward getting the problem resolved.

If it becomes necessary, at California Boiler Inc.s discretion, to take legal action in order to collect your account, California Boiler Inc. shall be entitled to recover, in addition to any other recovery, its court costs, reasonable attorneys fees and all other collection expenses.

If you have any questions regarding this policy, please contact our office.

We appreciate your business and look forward to providing you with reliable equipment, parts and service.

Please acknowledge below your receipt and agreement to the provisions of this policy statement.

Return the original to:

**California Boiler Inc.**

1800 Newport Circle

Santa Ana, CA 92705

Phone: (714) 891-0701

Fax: (714) 891-4320

[www.CaliforniaBoiler.com](http://www.CaliforniaBoiler.com)

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_





## Valley Sanitary District

**DATE:** July 11, 2023  
**TO:** Board of Directors  
**FROM:** Jason Dafforn, General Manager  
**SUBJECT:** Authorize Specific Directors to Attend the California Association of Sanitation Agencies (CASA) 2023 Annual Conference in San Diego and Reimburse Related Expenses

---

### Suggested Action

Approve

### Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

### Fiscal Impact

The estimated cost for attending this event is approximately \$3,120 per director, which includes travel, related expenses, and four (4) days of service.

### Environmental Review

This item does not qualify as a project as defined by the California Environmental Quality Act (CEQA).

### Background

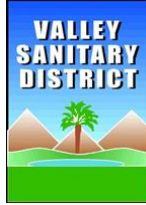
The theme of this year's conference is "The New Water Era." The program will feature speakers and panels that focus on how wastewater agencies are adapting to new challenges, including ways to attract and retain workers in the coming years, big changes in how biosolids are managed, and strategies for addressing the more extreme cycles of heavy rain followed by extended drought. Committee leaders and technical track speakers will be there to provide all the latest information on legislative and regulatory proposals that will impact sanitation agencies.

### Recommendation

Staff recommends that the Board of Directors authorize President Debra Canero, Vice President Mike Duran, and Director Jacky Barnum to attend the CASA 2023 Annual Conference on August 9-11, 2023, in San Diego, California, and the reimbursement of related expenses.

**Attachments**

[Travel Policy.pdf](#)



## **TRAVEL APPROVAL & REIMBURSEMENT POLICY**

Adopted: 07/23/19

### **I. PURPOSE**

To establish guidelines for reimbursing travel expenses associated with the performance of District business. Reimbursement for expenses is predicated on the understanding that each attendee is returning with knowledge that will be of benefit to the District and/or to individual job performance.

### **II. POLICY**

It is the policy of the Valley Sanitary District (District) to authorize its employees and Directors to attend seminars, conferences, workshops, and other professional meetings to encourage professional development and the improved performance of their duties. Employees and Directors may also be required to travel to conduct official District business.

All employees and Directors who attend meetings, conferences or other functions are expected to be present at all of the scheduled working sessions unless otherwise authorized. Directors and employees shall not attend professional events if it is apparent that there is no significant benefit to District.

Directors and employees are expected to exercise good judgement and a proper regard for economy when incurring expenses. Employees and Directors are responsible for making their own travel arrangements.

Directors or employees may be accompanied by a companion who is not a Director or District employee if their presence does not detract from the attendee's performance of District duties. The District will not reimburse any expenses attributable to any companion.

A Director or employee shall not attend an event for which there is an expense to District if it occurs after the Director or employee has announced their pending resignation or if it occurs after an election in which it has been determined that the Director will not retain their seat on the Board.

In situations where extraordinary travel expenses are expected to be incurred, or where this Policy does not adequately cover the situation or would cause an undue hardship, exception may be made with prior approval of the General Manager for such extraordinary travel expenses for District employees or by the Board President for the General Manager and Directors.

**III. AUTHORIZATION FOR TRAVEL AND EXPENSES**

Directors are authorized to travel anywhere in the local area (defined as Coachella Valley) for the purpose of conducting District business as assigned by the Board President. Directors are authorized to travel to local functions sponsored by local associations in which District maintains a membership without prior approval. Other travel on District business by Directors shall be undertaken only with the prior approval of the Board of Directors.

The General Manager is authorized to travel anywhere in the local area (defined as Coachella Valley) for the purpose of conducting District business. The General Manager is authorized to participate in conferences, seminars, and events sponsored by professional associations in which District maintains a membership without prior approval. Participation by the General Manager in conferences and seminars conducted by professional associations in which District does not maintain a membership must be approved in advance by the Board of Directors.

A District employee may travel on District business anywhere within Coachella Valley if authorized by their supervisor. With approval of the supervisor, employees are authorized to travel to local functions sponsored by local associations in which the District maintains a membership. Other travel on District business by employees shall be undertaken only with the prior approval of the General Manager or their designee. Employees must complete a Training & Travel Request Form for travel outside of Coachella Valley.

**A. Event Registration**

The cost of registration, including special events described in the agenda that contribute to educational or professional development, is eligible for reimbursement. Whenever possible, registration expenses are to be pre-paid by District in the form of District check or credit card.

**B. Compensation**

Directors shall be compensated at the relevant rate for each day of attendance at an approved conference, seminar or workshop, up to the allowable limit.

Employees shall be paid for time actually attending professional conferences, seminars, workshops or meetings. Attendance work time includes the time it takes to travel to and from the event. Attendance at voluntary social events or events that are not of a benefit to District (mixers, golf tournaments, tours, etc.) will not be compensated as time worked.

**C. Meals for Non-Overnight Travel**

For non-overnight business travel, reimbursement will be made for meals, including beverages and tips. If a meal is provided as part of non-overnight business travel, reimbursement will not be provided for an attendee choosing to skip that meal.

Reimbursements for meals not provided as part of a non-overnight business travel will be made up to the limits listed below. Receipts are required and no amounts in excess of the limits below will be reimbursed.

Breakfast	\$16.00
Lunch	\$17.00
Dinner	\$28.00

If a meal is provided as part of non-overnight business travel but the cost of the meal is not included in the event price, the amount reimbursed will be the actual cost of the meal and not subject to the limits above. The meal reimbursement amounts shall be adjusted to conform with the applicable IRS rates, as amended from time to time. Snacks or refreshments outside of regular meal times are not eligible for reimbursement.

Alcoholic beverages may be served at business meetings. The consumption of alcohol is guided by applicable District policies. District will not reimbursement employees or Directors for the purchase of alcoholic beverages.

D. Per Diem

Meals and incidental expenses incurred for overnight business travel away from home are governed by the applicable per diem rate, which will be based on the Internal Revenue Service using the Specific Locality Method for Meals and Incidental Expenses (laundry, fees and tips for baggage handlers, etc.) only. Incidental expenses do not include fees imposed by a commercial travel carrier, taxi fares, or parking.

Per diem rates for meals and incidental expenses are calculated by determining the total number of eligible days, which is the total number of overnight stays plus one additional day to allow for travel. The eligible days are multiplied by the identified per diem rate. The per diem rate is identified on the specific locality table located at <http://www.gsa.gov/portal/content/104877>.

Receipts are not required for meals and incidental expenses when using the per diem method. Per diem expenses are **not** allowed to be charged to District issued credit cards.

E. Lodging

Whenever possible, lodging should be arranged at the facility where the event is being held at the event rate. If lodging at the event facility is not available, or if a different facility is needed, reimbursement will be limited to the event facility rate, or the available government rate, whichever is greater, for a double-person occupancy basic room. Exceptions to this limit must be approved, in advance, by the Board.

**Valley Sanitary District**  
**Travel Approval & Reimbursement Policy**  
**Page 4**

Lodging shall not be authorized unless one of the following criteria is met:

- The destination is at least 100 miles, one way, from District's office.
- There is a very early (before 9:00 a.m.) or late (after 5:00 p.m.) official meeting (excludes social events) that could justify the attendee staying overnight at the destination.
- The total event time per day, including commute or travel time, would result in a workday of more than 10 hours per day. For the purpose of determining total event time per day, the hours of work for the day of the event attendance will be the same as the hours of the official event, excluding social events.
- The event lasts for more than one day and the commute expense, including overtime pay, is more expensive than the cost of the lodging, parking and per diem.

Payment for lodging shall be limited to the minimum number of nights required for attendance at the event. An additional night at the conclusion of the event may be authorized if one of the following criteria is met:

- ✓ The total event time per day, including commute or travel time, would result in a workday of more than 10 hours per day and the commute or travel time required to return home would result in an arrival time at home after 9:00 p.m. For the purpose of determining total event time, the hours of work for the day of the event attendance will be the same as the hours of the official event, excluding social events.
- ✓ There are no flights available within a reasonable time after the conclusion of the official event.
- ✓ The event lasts for more than one day and the overtime pay for the commute or travel time is more expensive than the cost of the extra night of lodging, parking and per diem.

Whenever reasonably possible, the justification for the request for an additional night of lodging must be submitted to, and approved by, the General Manager (or their designee) in the case of employees or the Board President, in the case of the General Manager and Directors, in advance of the event. An additional night of lodging due to the cancellation of the return flight by the carrier or other unforeseen emergency does not require advance approval.

Charges imposed by the hotel for the use of internet service may be paid by District if the General Manager has authorized the employee to access their District email account or files during their travel or, in the case of a Director, the

Board President has authorized the expense. If the employee or Director has not been approved for this expense, they must pay for any internet access charges.

Charges imposed by the hotel for local and long-distance phone calls will be reimbursed when such calls are made in conducting official District business or essential personal calls such as a “safe arrival call.”

**F. Commercial Travel**

Air travel reimbursement shall be limited to economy or coach fares. Travel shall be by the most direct, cost-effective route. If an indirect route is used, any additional costs shall be at the Director’s or employee’s personal expense. Additional charges for “Friends Fly Free” or other companion fares must be paid by the attendee. Travel arrangements should be made with sufficient lead time to take advantage of the lowest possible rates.

When taking into consideration all travel-related expenses, if it is more cost effective to fly to or from the destination on an earlier or later date, this may be allowed. If an attendee chooses to arrive earlier or stay later for personal convenience, the additional lodging and other related expenses will not be reimbursed by District.

The use of taxis or car services is permissible when shuttles are not available or it is a cost-effective alternative to renting a car.

**G. Rental Car**

Rental car expenses will be reimbursed if the expense is less than other surface methods of transportation (shuttles, cabs, etc.). Rental car expenses may be reimbursed when an indirect air travel arrangement in combination with a rental car is more cost effective than a direct air travel arrangement. District will not pay for or reimburse pre-paid fuel charges, upgrades or other additional costs not necessary to the rental of the vehicle. District will pay for the cost of, and the attendee should accept, the standard liability insurance coverage on the rental vehicle.

In the event that a rental car is necessary, the cost shall ordinarily be limited to the commercial car rental contract rates established by the State of California Department of General Services (DGS) Statewide Travel Program, which may be found at: <http://www.dgs.ca.gov/travel/Programs/RentingaVehicle.aspx>.

Absent unusual circumstances, the vehicle size shall be no larger than mid-size (intermediate). For purposes of this policy, “unusual circumstances” may include, but are not limited to, multiple employees or Directors sharing the same vehicle, unavailability of a mid-size (intermediate) vehicle, need for a larger vehicle to accommodate an individual with a disability, the availability of a larger vehicle or upgrade that does not increase the cost of the vehicle rental

and other circumstances that warrant renting a larger size vehicle. If a larger size vehicle is needed, its rental must be approved in advance by the General Manager for District employees or, for Directors, by the Board President. Attendees are required to share the use of a rented car. Attendees are required to use a District credit card when renting automobiles if they have been issued a District credit card.

**H. Use of Personal Vehicle**

Reimbursement for the use of private cars shall be at the rate established by the Internal Revenue Service (IRS). Mileage reimbursement shall not exceed the lowest available fare for air travel. Parking charges necessary for the business purpose of the trip will be reimbursed.

The distance traveled from an employee's primary residence to their primary work site will not be reimbursed, as this is considered a personal expense. An employee driving a personal vehicle from their primary residence to an event site shall be reimbursed only for mileage that **exceeds** the round-trip distance from their primary residence to their primary work site. If an employee utilizes rideshare, the employee shall be reimbursed only for mileage that exceeds the round-trip distance he/she would have travelled the day of the event attended.

An employee driving to and from the airport when traveling on business will be reimbursed only for mileage that **exceeds** the round-trip distance from their primary residence to their primary work site. If an employee is driving a personal vehicle from their primary residence to an event site on their normal day off, the employee shall be reimbursed for the total distance driven.

Employees who utilize personal vehicles for business purposes are required to have a valid driver's license and at least the minimum insurance coverage required by law. Primary insurance for use of a personal vehicle for business purposes shall be through the employee's personal automobile insurance policy and will be responsible for any damage to the vehicle, as well as for liability. The owner/driver of the vehicle is responsible for all parking fines and moving violation tickets.

Travel in District vehicles may be approved when circumstances warrant it. When traveling in a District vehicle, receipts shall be secured for the purchase of gas, oil and other supplies necessary. These amounts shall be shown on the expense reimbursement form with a notation that a District vehicle was used, indicating the unit number of the vehicle. If emergency repairs are necessary, they shall be paid for by the person to whom the car is assigned. All receipts for such payment must be furnished in order to obtain reimbursement.

**I. Reimbursements**

Directors and employees are required to complete a Travel & Training Expense Reimbursement Form when incurring expenses. Requests for reimbursement



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**Travel Approval & Reimbursement Policy**  
**Page 7**

should be made as soon as possible following the seminar or conference or by the end of the month in which the expenses were incurred. Claims must be clear, listing the following (certain data may be listed on the attached receipt).

- The amount of the expense
- The time and place of travel or expense
- The business purpose of the expense
- In the case of business-related expenses incurred on behalf of others, the name and business relationship of the individuals.

Receipts, paid bills, etc. must be attached to each expense claim form regardless of amount for the following expenses:

- Registration
- Travel (including air fare, taxi, shuttle, etc.)
- Lodging (hotel bills, etc.);
- Mileage
- Parking
- Meals related to non-overnight travel

Prior to processing requests for reimbursement, the Board of Directors shall approve all Travel & Training Expense Reimbursement Forms for Directors as well as all reimbursement requests for the General Manager when the expenses exceed \$250. The General Manager, or their designee, shall approve all Travel & Training Expense Reimbursement Forms for employees.

Personal or unauthorized expenses are not allowed to be charged on District credit cards. When more than one employee or Director attends the same function, one person may pay the bill for the group, provided a receipt and list of names are included. Any personal or unauthorized expenses charged on the District credit card shall be paid by the employee or Director incurring the charge.

In circumstances where the use of personal credit cards and/or cash is deemed impractical, and where the total expense is expected to exceed fifty dollars (\$50.00), District may provide an advance of funds. Such advance will not exceed one hundred percent (100%) of the anticipated out-of-pocket expense, less those items that are required to be pre-paid. All such payment requests must allow sufficient time for normal processing and approval prior to payment.

If a District credit card was used to pay for the travel and related expenses, requests for reimbursement will not be processed until District is able to reconcile the District credit card statement with the reimbursement form.

No additional reimbursements will be made for personal expenses such as newspapers, laundry and dry cleaning, magazines, haircuts, shoeshines,

excess personal telephone calls and other personal expenses. These are included in the per diem incidental expenses allowance

This policy is intended to comply with all Internal Revenue Service requirements for an accountable plan so that reimbursements are not treated as part of wages for tax purposes.

It is against the law to falsify expense reports. Penalties for misuse of public resources or violating this policy may include, but are not limited to the following.

- The loss of reimbursement privileges.
- Restitution to District.
- Civil penalties for misuse of public resources pursuant to Government Code Section 8314.
- Prosecution for misuse of public resources, pursuant to Section 424 of the Penal Code.
- For employees, disciplinary action, up to and including termination.

#### **IV. DEFINITIONS**

As used in this policy, the following words and phrases shall have the following definitions.

**Incidental Expenses:** minor expenses that are incurred while travelling. These often include the purchase of personal items (toiletries, reading material, snacks, etc.), laundry and dry cleaning, haircuts, shoeshines, excess personal telephone calls and other personal expenses.

**Per diem:** a daily allowance or payment made for expenses incurred each day of travel.

**Travel:** attendance at meetings, conferences, events or other functions on District business at other than the District's offices or facilities.



## Valley Sanitary District

**DATE:** July 11, 2023

**TO:** Board of Directors

**FROM:** Jason Dafforn, General Manager

**SUBJECT:** Approve the Slate of Candidates for the California Association of Sanitary Agencies (CASA) Board of Directors and Authorize the General Manager to Cast the Vote for the Annual Dues Resolution for Fiscal Year 2023/24

---

### **Suggested Action**

Approve

### **Strategic Plan Compliance**

GOAL 6: Improve Planning, Administration and Governance

### **Fiscal Impact**

There is no fiscal impact for this report.

### **Environmental Review**

This item does not qualify as a project as defined by the California Environmental Quality Act (CEQA).

### **Background**

CASA will hold its annual business meeting during the August 9-11, 2023, Annual Conference. The membership will be asked to approve a slate of four nominees for the open seats on the Board of Directors. The Directors will serve three-year terms. The slate was recommended by the Nominating Committee and approved by the Board of Directors. The nominees are:

- Roger Bailey, Central Contra Costa Sanitary District
- Craig Murray, Carpinteria Sanitary District
- Melissa Thorne, Santa Lucia Preserve Community Services District
- Scott Goldman, South Coast Water District

Brief biographies of the nominees are attached in the President's Memo.

### **Recommendation**

Staff recommends that the Board of Directors approve the slate of candidates for the CASA Board of

Directors, and authorize the General Manager to cast a vote on the annual dues resolution for the fiscal year 2023/24.

**Attachments**

[2023 Draft President's Memo.pdf](#)



June 20, 2023

**TO:** CASA Member Agencies  
**FROM:** Georgean Vonheeder-Leopold, President  
**SUBJECT:** **CASA ANNUAL BUSINESS MEETING—AUGUST 9-11, 2023**  
**Manchester Grand Hyatt, San Diego, CA**

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CASA will hold its annual business meeting during the August 9-11, 2023, Annual Conference at the Manchester Grand Hyatt. The meeting will be held in-person on Thursday, August 10. The agenda for the meeting is as follows:

**Election of the Directors for FY 2023-24**

The membership will be asked to approve a slate of four nominees for the open seats on the Board of Directors. The Directors will serve three-year terms. The slate was recommended by the Nominating Committee and approved by the Board of Directors. The nominees are:

- Roger Bailey, Central Contra Costa Sanitary District
- Craig Murray, Carpinteria Sanitary District
- Melissa Thorne, Santa Lucia Preserve Community Services District
- Scott Goldman, South Coast Water District

Brief biographies of the nominees are attached. The Board consists of 13 Directors, 12 elected by the members and one Associate Director appointed by the President. If elected, the four Directors will join eight incumbents. In addition to the elected Directors, the President will appoint a new Associates Director, Dave Richardson of Woodard & Curran, to a one-year term. The Board of Directors will then elect a President, Vice President and Secretary-Treasurer for one-year terms. **The election will take place by written ballot at the conference. Agency representatives attending the meeting may cast their votes up until 5:00 p.m. on Thursday, August 10, 2023. Electronic submission of ballots in advance of the conference is also encouraged.**

**Approval of the Dues Resolution: Proposed 3% Increase**

The proposed dues resolution includes an increase of approximately 3% for both agency members and associate members. In FY 2023, CASA requested a 5% increase in dues, however CASA did not increase dues in FY 2022 and only made revenue neutral dues tier adjustments in FY 2021. A 3% dues increase will ensure that CASA is able to keep up with record high inflation and rising costs and continue to deliver high quality services and advocacy on behalf of our members. The members will be asked to approve the dues resolution during the Annual Business Meeting.

**Other Informational Items**

In addition to the action items above, upon request, members can receive a copy of the adopted FY 2024 Budget, approved by the Board on May 24, 2023, and the year-end FY 2023 Treasurer’s Report. The FY 2024 budget development process included a thorough review of revenues and expenditures by the CASA Board and staff, as well as an assessment of CASA’s ability to maintain and enhance its delivery of services to our members.

## Message from the President

During my term as President, I am happy to report that CASA has continued to thrive and grow! I have enjoyed working with all of our member agencies and CASA staff throughout the year and truly believe this organization is stronger than ever.

This year has also been marked by transitions. Last year we welcomed new Legislative and Regulatory Analyst Spencer Saks to the team, and this year we are thrilled to introduce Shacara Gamboa as our new Manager of Association Services! In June, we say goodbye to one of CASA's longest tenured and well known team members, Debbie Welch, who we wish all the best in her retirement. We were pleased to welcome Sandeep Karkal of the Novato Sanitary District and Dave Pedersen of the Las Virgenes Municipal Water District to the CASA Board of Directors this past year. We also mourned the loss of former CASA Board Presidents Harry Price and Dave Williams, who were both pivotal to CASA's development as an organization. They will truly be missed.

We welcomed several new members this past year, and now have more local agency members (134) than at any time in the history of the organization! We appreciate all the contributions of our associate and agency members and all the support, expertise and time they provide to making CASA such a great group. We could not do it without you.

Our CASA LEAD Mentorship Program (now entering its third year) has been highly successful and introduced a whole new generation of future leaders to CASA. We are also celebrating the launch of our professional development and human resource (HR) specific workgroup and LISTSERV. This new group will be critical in helping support workforce-related efforts, including the upcoming high-road training partnership grant.

We have so much to celebrate in CASA's advocacy work as well. CASA is again co-sponsoring state legislation with our environmental partners to address PFAS, this time focusing on removal of these chemicals from cleaning products. We are also working on identifying and securing bond funds for water and wastewater projects, sponsoring legislation to modernize accounting procedures in the Sanitary Districts Act, and much more. We are celebrating the introduction of the WIPES act at the federal level, designed to federally codify the wipes labeling standards CASA recently pioneered in California.

As part of CASA's expansive regulatory programs, we are very proud of our work on the sanitary sewer system waste discharge requirements (SSS WDR) re-issuance, and our essential training programs with the Clean Water Summit Partners that followed. We also continue to expand our reach and advocacy on issues related to Air, Climate Change and Energy (ACE), at a time when high priority issues like implementation of the advanced clean fleets rule and air toxics monitoring are increasingly relevant for clean water agencies. While CASA continues to expand our virtual workshop and meeting opportunities, we have returned to full in-person conferences, and are once again hosting in person committee and workgroup meetings throughout the year. It has been wonderful to see everyone gathering together again!

It has been an honor to serve as your President this past year and I am proud of all the great work CASA continues to do as the voice of the clean water sector in California.



Georgean Vonheeder-Leopold  
CASA President



### **Roger Bailey, Central Contra Costa Sanitary District**

Roger is General Manager at the Central Contra Costa Sanitary District, where he has been since 2013. Before joining CentralSan, Roger served as the head of the City of San Diego Public Utilities Department. Prior to joining the City of San Diego, he served as Deputy City Manager and Utilities Director for the City of Glendale, Arizona and other leadership positions across the country. Roger is a registered professional engineer in Arizona and Florida, and holds an M.S. and B.S. in Civil Engineering from Florida A&M University as well as a B.S. degree in Physics and Mathematics from the University of Winnipeg, Canada. Roger has been a member of the CASA Board since 2018.



### **Craig Murray, Manager, Carpinteria Sanitary District**

Craig is General Manager of the Carpinteria Sanitary District, where he has been since 2004. He is a registered Civil Engineer in California and active in numerous professional organizations. Prior to his appointment as the District General Manager he worked as a consulting engineer serving municipal water and wastewater clients. Craig was a member of the CASA Utility Leadership Committee until 2017, is part of SCAP and CSRMA leadership. Craig has been a member of the CASA Board since 2020.



### **Melissa Thorme, Santa Lucia Preserve CSD**

Melissa Thorme is a Board member for the Santa Lucia Preserve CSD, which joined CASA in 2019. Melissa has been an active part of CASA since the early 1990's and was previously a CASA Staff member as Director of Regulatory Affairs. Melissa is also an attorney with more than 30 years of experience focused on water quality and representing local government agencies, including CASA members. Melissa has been a long-time active participant and member of the CASA Attorneys Committee and Federal Legislative Committee. She holds a B.S. in Environmental and Systematic Biology from California Poly San Luis Obispo, an M.S. in Graduate Group in Ecology from UC Davis, and a J.D. from UC Davis School of Law.



### **Scott Goldman, South Coast Water District**

Scott was elected to the Board of the South Coast Water District (SCWD) in 2020 and currently serves as the Vice President. He was also appointed to the South Orange County Wastewater Authority Board as the representative for SCWD in 2021. Scott was previously on the Board of Directors of the El Toro Water District (ETWD) for 18 years and, was appointed to the South Orange County Wastewater Authority (SOCWA) Board as the representative for ETWD for 16 years. Scott is a Senior Principal of Woodard & Curran and has nearly 40 years of professional experience as an environmental engineer. He holds a B.S. degree in Water Resource Engineering from UCLA, a M.S. degree in Environmental Engineering from USC, and is a registered Civil Engineer in the States of California, Arizona and Nevada. Scott is a former CASA Board Member (2015-2019) and has been active in the CASA State Legislative Committee for many years.



**OFFICIAL BALLOT**

The voting members of the California Association of Sanitation Agencies (CASA) are requested to cast their votes on the following important actions:

**Board of Directors FY 2024**

The Nominating Committee and the Board of Directors recommend election of the following slate of Directors to the four available Board seats:

- Roger Bailey, Central Contra Costa San District (Manager - North)
- Craig Murray, Carpinteria Sanitary District (Manager - South)
- Melissa Thorne, Santa Lucia Preserve CSD (Director - North)**
- Scott Goldman, South Coast Water District (Director - South)**

Please check one:

- Approve the slate of Directors
- Do not approve the slate of Directors

**Dues Resolution FY 2024** (See below Proposed Resolution No. 23-213)

Please check one:

- Approve the Dues Resolution
- Do not approve the Dues Resolution

Please mark this Official Ballot for approval or disapproval and then insert the voting agency name and your name and sign your name and date below where indicated.

In order to be counted, this original completed, signed and dated Official Ballot **must be returned to CASA by 5:00 p.m. on Thursday, August 10, 2023.** Materially incomplete or illegible ballots will not be counted.

Date: \_\_\_\_\_  
\_\_\_\_\_ Insert name of CASA Member Agency

\_\_\_\_\_  
E-Signature of CASA Member Agency representative

\_\_\_\_\_  
Insert name of representative

**Electronic Submission is preferred. Please send ballot to Cheryl MacKelvie at [cmackelvie@casaweb.org](mailto:cmackelvie@casaweb.org).**





**2024 CASA Annual Membership Dues**

Annual membership dues shall be determined as follows:

- Active Member.** Dues are based on the member agency’s annual operations and maintenance budget. The dues schedule for calendar year 2024 shall be:

**Agency Operations & Maintenance Budget FY 2023-24**

<b>1.</b>	Up to \$500,000	\$980
<b>2.</b>	Between \$500,001 - \$1,000,000	\$1,860
<b>3.</b>	Between \$1,000,001 - \$1,500,000	\$2,730
<b>4.</b>	Between \$1,500,001 - \$2,000,000	\$3,555
<b>5.</b>	Between \$2,000,001 - 2,500,000	\$4,380
<b>6.</b>	Between \$2,500,001 - 3,000,000	\$5,410
<b>7.</b>	Between \$3,000,001 - 3,500,000	\$6,490
<b>8.</b>	Between \$3,500,001 - \$4,000,000	\$7,570
<b>9.</b>	Between \$4,000,001 - 4,500,000	\$8,655
<b>10.</b>	between \$4,500,001 - \$5,000,000	\$9,735
<b>11.</b>	Between \$5,000,001 - \$10,000,000	\$14,730
<b>12.</b>	Between \$10,000,001 - \$20,000,000	\$18,540
<b>13.</b>	Between \$20,000,001 - \$100,000,000	\$22,145
<b>14.</b>	Over \$100,000,000	\$30,385

- Associate Member.** Dues for associate members shall be:

<b>Associate Number of Employees</b>		<b>2024 Dues</b>
<b>1.</b>	Employer with 1-5 employees	\$510
<b>2.</b>	Employer with 6-15 employees	\$1,020
<b>3.</b>	Employer with 16-29 employees	\$1,515
<b>4.</b>	Employer with 30-74 employees	\$2,025
<b>5.</b>	Employer with 75-120 employees	\$2,555
<b>6.</b>	Employer with over 121 employees	\$3,070

- Honorary Member.** There shall be no dues for honorary members.

Adopted by the California Association of Sanitation Agencies by electronic ballot and announced at the annual conference held in San Diego at the Manchester Grand Hyatt on August 11<sup>th</sup>, 2023.

ATTEST:

Craig Murray  
Secretary - Treasurer



2024 DESIGNATION OF AGENCY REPRESENTATIVES

The bylaws of the California Association of Sanitation Agencies (CASA) provide that each voting member of the Association shall designate in writing the individual who shall exercise the voting rights and other privileges on behalf of the member agency, and two alternates to that individual as well. (Article II, Section 1.)

Please designate your agency’s representative and two alternates and return this form to CASA. You may revise or update this designation at a future date.

\_\_\_\_\_  
Type or print name of Agency Representative

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Type or print name of Alternate #1

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Type or print name of Alternate #2

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Email address

Submitted by:

Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Print name

**CONSENT TO ELECTRONIC TRANSMISSION**

As a member of the CALIFORNIA ASSOCIATION OF SANITATION AGENCIES (CASA) your written consent is required in order to receive official communications from, and/or to send official communications to, CASA by electronic transmission (i.e. email).

This consent form will allow CASA to send you meeting notices, ballots, conduct meetings, and handle other official business that requires member or board approval, by electronic transmission. It also allows you to send the same types of information to CASA via electronic transmission.

Before signing this consent form, please review and be aware of the following:

1. You are not required to sign this form. You may request that meeting notices, ballots, and other matters of official business be sent to you via regular mail.
2. You have the right to withdraw your written consent at any time after signing this form by providing CASA with written notice that you are withdrawing your consent relative to electronic transmission.
3. This consent to electronic transmission is broad, and may include transmission of meeting notices, ballots, and other important information regarding CASA. It also allows CASA to conduct meetings via electronic transmission, although that will not be a frequent occurrence. This consent form represents consent under both California Corporations Code 20 and 21 (transmission from and to CASA). This consent form also meets the requirements for consent under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. Sec. 7001(c)(1)).
4. Consenting to electronic transmission via email requires that you have access to a computer, have a current email account, and have provided your current email address to CASA.

The undersigned CASA member representative has read and understands the foregoing, and hereby provides this written consent to receive and send information, including but not necessarily limited to meeting notices, ballots, and other information regarding CASA, via electronic transmission (i.e. email), until such time as this consent is revoked in writing. This consent also allows CASA to conduct meetings via electronic transmission.

Insert Agency Name: \_\_\_\_\_

E-Signature of Member Agency Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Insert name and title: \_\_\_\_\_

\*Email address for official CASA notices:

\_\_\_\_\_

**PLEASE EMAIL THIS FORM TO [CMACKELVIE@CASAWEB.ORG](mailto:CMACKELVIE@CASAWEB.ORG).**

\*Please indicate if you do not have access to (or do not want) this type of transmission



## Valley Sanitary District

**DATE:** July 11, 2023

**TO:** Board of Directors

**FROM:** Jeanette Juarez, Chief Administrative Officer

**SUBJECT:** Authorize General Manager to Execute a One-Year Contract Extension with Innovative Federal Strategies to Advocate Wastewater and Recycled Water-Related Legislation and Policies in Washington D.C. in an Amount Not to Exceed \$83,000

---

### Suggested Action

Approve

### Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

### Fiscal Impact

The total cost for the 12-month period is \$83,000 and is included in the adopted Budget for the fiscal year 2023/24.

### Environmental Review

This item does not qualify as a project as defined by the California Environmental Quality Act (CEQA).

### Background

In 2016, the Board of Directors discussed the benefits of having a consultant provide advocacy services in Washington D.C. on behalf of the District. At that time, Valley Sanitary District received proposals from several firms, which were reviewed by a subcommittee of the Valley Sanitary District Board of Directors. The subcommittee recommended that Innovative Federal Strategies (IFS) provide these services, which the Board approved.

On August 1, 2023, the board approved an amendment to the contract by executing a one-year extension that expires on July 31, 2023. Staff contacted IFS for an updated scope and cost of services for the fiscal year 2023/24 (Attachment A). They proposed a slight increase of \$3,500 or 4.4%, which is in line with the inflation of other goods and services.

### **Recommendation**

Staff recommends that the Board of Directors authorize General Manager to execute a one-year contract extension with Innovative Federal Strategies to advocate on wastewater and recycled water-related legislation and policies in Washington D.C. in an amount not to exceed \$83,000.

### **Attachments**

[7.4 Attachment A Amendment 2 to IFS Professional Services Agreement630.docx](#)

**PROFESSIONAL SERVICES AGREEMENT  
For  
Federal Advocacy Services**

The Second Amendment (“Second Amendment”) to Professional Services Agreement between the VALLEY SANITARY DISTRICT (“District”) and Innovative Federal Strategies, LLC (“Consultant”) is entered into on the 11th day of July 2023.

Except as modified in this Second Amendment, the Professional Services Agreement (“Agreement”), originally dated August 1, 2021, between the District and the Consultant shall remain in full force and effect.

The parties to this Second Amendment agree to the following changes to the Agreement.

“2. Compensation.

a. The District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “A”, attached and by reference incorporated as part of this Agreement. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$236,000.

“4. Term of Agreement.

a. The term of this Agreement shall be from August 1, 2021, to July 31, 2024, unless terminated as provided in this Agreement. Consultant shall complete the services within the term of this Agreement, and any amendments, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the services.

The District and the Consultant have duly executed this Second Amendment to be effective as of July 11, 2023.

**VALLEY SANITARY DISTRICT**

**INNOVATIVE FEDERAL STRATEGIES**

By: \_\_\_\_\_  
Jason Dafforn  
General Manager

By: \_\_\_\_\_  
Letitia H. White  
Principal



## Valley Sanitary District

**DATE:** July 11, 2023  
**TO:** Board of Directors  
**FROM:** Ron Buchwald, District Engineer  
**SUBJECT:** Authorize General Manager to Execute an Agreement with Underground Service Alert of Southern California (Dig Alert)

---

### **Suggested Action**

Approve.

### **Strategic Plan Compliance**

GOAL 6: Improve Planning, Administration and Governance

### **Fiscal Impact**

There is no fiscal impact with the execution of this agreement. Membership dues and fees will remain the same as the previous agreement.

### **Environmental Review**

This item does not qualify as a project as defined by the California Environmental Quality Act (CEQA).

### **Background**

Underground Service Alert of Southern California (Dig Alert) is a nonprofit corporation organized under the State of California which operates a regional notification center to facilitate notice to members with underground utilities of proposed excavation(s). Dig Alert has been in service since 1976. Many things have changed since then including the types of communication, the use of social media and other changes. Dig Alert has updated their membership agreement and by-laws to reflect these changes. Dig Alert has requested that all members sign this new agreement. VSD's legal counsel has reviewed this agreement and has no issues with the signing of this agreement. The agreement is attached for the Board's review.

### **Recommendation**

Staff recommends that the Board of Directors approve the agreement with Underground Service Alert of Southern California and authorize the General Manager to execute the agreement on behalf of VSD.

### **Attachments**







## Underground Service Alert

of Southern California™

April 2023

Dear Member:

When Underground Service Alert of Southern California (DigAlert) began in 1976, websites, social media and apps weren't invented and "privacy policies" and "terms of service" were not phrases used when our original agreements were signed. Many of our members have been with us long before the internet and the current communications technology we use today.

DigAlert is asking all members to sign new agreements as we have added terms of service/privacy policies as part of the agreement. California Government Code Section 4216 requires anyone who owns, operates, or maintains a subsurface installation be a member of a regional notification center.

Our Board of Directors have also updated our operating procedures to include DigAlert's Mission Statement, Beliefs & Principles and Strategic Plan. Those are attached.

The California Underground Facilities Safe Excavation Board (Underground Safety Board) has created a regulation that all members of a regional notification center must have valid and current contact information (California Code of Regulation Title 19, Division 4 Section 4003). To assist in this requirement, a form is included to update your information. When you have changes throughout the year visit <https://digalert.org/> under the Members Tab and Member Login to revise your data. If you have questions about login credentials, contact [memberservices@digalert.org](mailto:memberservices@digalert.org).

Please sign the agreement via DocuSign and we will send back a counter signed copy for your records. You must also fill out the information sheet to be able to complete the process.

After 46 years, DigAlert is steadfast in its continuing commitment to be your damage prevention partner.

If you have any questions, please contact us at 951-808-8100.

Sincerely,

Ann Diamond  
President

ASSOCIATE MEMBER AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA (Hereinafter referred to as "USA/SC") and \_\_\_\_\_(Hereinafter referred to as "Associate Member").

WITNESSETH:

WHEREAS, USA/SC is a nonprofit mutual benefit corporation organized under the laws of the State of California which operates a regional notification center to facilitate notice to members with underground facilities of proposed excavation; and

WHEREAS, Associate Member desires to become a member of USA/SC and USA/SC desires to accept Associate Member as a member.

NOW, THEREFORE, the parties hereto agree as follows:

1. Associate Member has reviewed the USA/SC Articles of Incorporation, By-Laws and Operating Procedures and hereby accepts and agrees to be bound by the terms and conditions thereof as they currently exist, and as may be amended from time to time.

2. Associate Member agrees to pay dues and assessments as established by the USA/SC Board of Directors from time to time.

3. Associate Member acknowledges that its performance of Services under this Agreement may involve access to personal information of users of the USA/SC website and that such access is governed by the USA/SC Privacy Policy. Associate Member shall only use such personal information for purposes of performing Services under this Agreement in accordance with the USA/SC By-Laws and Operating Procedures.

4. This Agreement shall become effective on the day and year above first written and shall continue in effect until Associate Member's membership is terminated pursuant to Article II, Section 5 of the USA/SC By-Laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year above first written.

<p>_____ ASSOCIATE MEMBER</p> <p>BY _____</p> <p>TITLE _____</p>	<p>UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA</p> <p>BY _____</p> <p>TITLE _____</p>
--	--



**UNDERGROUND SERVICE ALERT  
OF  
SOUTHERN CALIFORNIA**

**Articles of Incorporation  
Bylaws  
Operating Procedures**

INCORPORATED MAY 21, 1984

REVISED 10/2022

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**ARTICLES OF INCORPORATION  
OF  
UNDERGROUND SERVICE ALERT  
OF SOUTHERN CALIFORNIA**

**I**

Underground Service Alert of Southern California, an existing unincorporated association, is being incorporated by the filing of these articles. The name of this corporation shall be UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA.

**II**

This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

**III**

The purposes of this corporation are:

- (1) promoting public service and safety, eliminating costly damage to underground facilities, reducing lost production time due to damages, promoting compliance with the Federal Occupational Safety and Health Act of 1970 and providing help in protecting the underground environment;
- (2) providing a centralized one number call system to expedite the location of underground installations, including but not limited to water, gas, electric, telephone, oil, fuel, and sewer lines, prior to the start of any excavation work or any other work that may affect the subsurface of the earth;
- (3) receiving reports from the public, contractors, utilities and all other excavators or other entities performing any other work that may affect the subsurface of the earth who call the centralized one number call system in advance of planned excavation or similar activity;
- (4) transmitting information received from such reports to all participating members who may have underground facilities at the location of the excavation or other activity or who are otherwise concerned with said activity; and
- (5) engaging in any lawful act or activity in which a corporation organized under the Nonprofit Mutual Benefit Corporation Law may engage.

**IV**

The name of this corporation's initial agent for service of process is CT Corporation System.

Dated: May 21, 1984

---

Marlene B. Jones, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

---

Marlene B. Jones, Incorporator

**BYLAWS**  
of  
UNDERGROUND  
SERVICE ALERT OF  
SOUTHERN CALIFORNIA  
A California nonprofit  
mutual benefit corporation

## ARTICLE I OFFICES

Section 1. *Principal Office.* The corporation's principal office is fixed and located at such place as the Board of Directors (herein called the "Board") shall determine. The Board is granted full power and authority to change said principal office from one location to another.

Section 2. *Other Offices.* Branch or subordinate offices may be established at any time by the Board at any place or places.

## ARTICLE II MEMBERSHIP

Section 1. *Classes.* There shall be two classes of members: Principal members and Associate members. Principal members of the corporation shall be those investor-owned entities who own or operate 2,000 or more miles of Underground Facilities in the area served by the corporation, as such area is determined by the Board from time to time. Each Principal member, who has not previously done so prior to incorporation, shall make a capital contribution equal to \$1.75 per mile of Underground Facilities owned or operated by the Principal member in the area served by the corporation at the time the contribution is made. Each person or entity having satisfied this requirement shall be entitled to one Principal membership. Associate members of the corporation shall be all other persons, firms, corporations, associations, and governmental or public entities or agencies who own or operate any Underground Facilities in the area served by the corporation, as such area is determined by the Board from time to time. Each person or entity having satisfied this requirement is entitled to one Associate membership.

For purposes of these Bylaws, Underground Facilities means underground pipes, pipelines, conduits, cables, ducts, wires, manholes, vaults, tanks, tunnels and any encasements to furnish or transport their services or materials.

Each member shall, on or before March 31 of each year, submit to the corporation in writing the number of miles of Underground Facilities owned or operated by the member in the area then served by the corporation as of December 31 of the prior year with substantiation acceptable to the Board. In the case of members who are governmental or public entities or agencies and who elect to exercise voting rights based on per capita population in the area served by that member, that member shall, on or before March 31 of each year submit to the corporation in writing, the total population in its area as of December 31 of the prior year based on the most recent census or other method acceptable to the Board. Two or more persons or entities may have indivisible interests in a single membership of any class, provided each of them meets the requirements of such class and provided all such persons or entities shall have the rights and responsibilities of a single member unless otherwise provided.

Members of each class shall have the right to vote, as set forth in Section 2 of this Article II, for the election of directors and on a disposition of substantially all of the assets of the corporation and on a merger and on a dissolution. Additionally, members of each class shall have all of the rights afforded members under the California Nonprofit Mutual Benefit Corporation Law.

In the event of dissolution of the corporation, the Principal members of record at the time a certificate evidencing the corporation's election to dissolve is filed with the



Attorney General or, if no such election is made, at the time an order for winding up and dissolution of the corporation is entered shall receive the assets of the corporation remaining after (a) return of those assets held upon a valid condition requiring return, transfer, or conveyance, which condition has occurred or will occur; (b) disposition of those assets held in a charitable trust in compliance with the provisions of any trust under which such assets are held; (c) payment, or adequate provision for payment, of all taxes, penalties, debts and liabilities; and, (d) other provisions required under applicable law. Such remaining assets shall be distributed pro rata among the Principal members in the ratio which their capital contributions bear to the total capital contributions made by all Principal members.

Nothing in this Section 1 shall be construed as limiting the right of the corporation to refer to persons or entities associated with it as "members" even though such persons or entities are neither Principal nor Associate members as defined above nor members, and no such reference shall constitute such person or entity a member, within the meaning of Section 5056 of the California Nonprofit Mutual Benefit Corporation Law or the foregoing provisions of this Section 1, unless such persons or entities shall have qualified for membership as set forth above. The corporation may admit, as Sustaining members, those persons, firms, corporations, associations or public agencies who share the concern and objectives of the corporation in protection of Underground Facilities. Sustaining members shall pay the fee established by the Board from time to time but shall not have the right to vote on any of the matters set forth in the fourth paragraph of this Section 1, and shall not be a member within the meaning of Section 5056.

**Section 2. *Voting Rights.*** Subject to the provisions of Section 7612 of the California Nonprofit Mutual Benefit Corporation Law and Sections 5, 13 and 16 of this Article II, each membership shall be entitled to one vote for each mile of Underground Facilities owned or operated by the member in the area then served by the corporation (or in the case of members who are governmental or public entities or agencies who have opted to exercise voting rights on per capita population, one vote for each 1000 of population in the area served by such member) on each matter submitted to a vote of the members except for the election of directors in which case each member shall have one vote for each director's position for which it is entitled to vote in the election of directors by class. The Principal members as a class shall elect a number of directors ("Principal members of the Board") equal to the number of Principal members but not to exceed 50% of the number of directors fixed by the Board within the limits authorized by Section 2 of this Article III of these Bylaws, with each Principal member having one vote for each director's position for which it is entitled to vote. The Associate members as a class shall elect a number of directors ("Associate members of the Board") equal to the number of Principal members but not to exceed 50% of the number of directors fixed by the Board within the limits authorized by Section 2 of Article III of these Bylaws, with each Associate member having one vote for each director's position for which it is entitled to vote. Members who are not in good standing, as set forth in Section 6 of this Article II, shall not be entitled to vote on any matter.

For the purpose of computing voting rights of members, Underground Facilities shall include facilities for carrying or transporting water, gas, oil, sewerage, waste water or other liquid or gaseous substances or electricity or telephone, telegraph or other

communication signals including the total trench miles but shall exclude services, service lines or lateral extensions.

Notwithstanding the foregoing in this section, the Principal and Associate members of the Board of Directors elected pursuant to this section by the Principal and Associate members may themselves elect up to three At-Large directors to sit on the Board of Directors. The At-Large directors shall be elected as set forth in Article II, Section 13.

Section 3. *Membership Dues.* Each member shall pay periodic dues and assessments based on the class of membership. Membership dues and assessments shall be in such amounts and at such times as shall be determined by the Board.

Section 4. *Transfer of Membership.* The Board may provide for the transfer of memberships, subject to such restrictions or limitations as the Board deems appropriate including transfer upon the death, dissolution, merger or reorganization of a member.

Section 5. *Termination of Membership.* The Board may terminate or suspend a membership or expel or suspend a member for nonpayment of fees, periodic dues or assessments or for conduct which the Board deems inimical to the best interests of the corporation, including, without limitation, violation of any provision of these Bylaws or the Corporation's Operating Procedures, as such procedures may be periodically amended, or failure to satisfy membership qualifications. The Board shall give the member who is the subject of the proposed action fifteen days' prior notice of the proposed expulsion, suspension or termination and the reasons therefore. The member may submit a written statement to the Board regarding the proposed action not less than five days before the effective date of the proposed expulsion, suspension or termination. Prior to the effective date of the proposed expulsion, suspension or termination, the Board shall review any such statement submitted and shall determine the mitigating effect, if any, of the information contained therein on the proposed expulsion, suspension or termination. A suspended member shall not be entitled to exercise any of the voting rights set forth in Section 2 of this Article II.

Section 6. *Good Standing.* Any member who shall be in arrears in the payment of any installment of fees, periodic dues or assessments more than 30 days after their due date shall not be in good standing and shall not be entitled to vote as a member.

Section 7. *Place of Meetings.* Meetings of members shall be held either at the principal office of the corporation or at any other place within or without the State of California which may be designated either by the Board or by the written consent of all persons entitled to vote thereat, given either before or after the meeting and filed with the Secretary.

Section 8. *Annual Meetings.* Annual meetings of members shall be held on such date and at such time as may be fixed by the Board. In any year in which directors are elected, the election shall be held at the annual meeting. Any other proper business may be transacted at the meeting.

Section 9. *Special Meetings.* Special meetings of members may be called at any time by the Board, the Chairman of the Board, the President or not less than five percent of the members. Upon request in writing to the Chairman of the Board, the

President, any Vice President or the Secretary by any person (other than the Board) entitled to call a special meeting of members, the officer forthwith shall cause notice to be given to the members entitled to vote that a meeting will be held at a time fixed by the Board, not less than 35 nor more than 90 days after the receipt of the request. If the notice is not given within 20 days after receipt of the request, the persons entitled to call the meeting may give the notice.

Section 10. *Notice of Annual or Special Meetings.* Written notice of each annual or special meeting of members shall be given not less than 10 nor more than 90 days before the date of the meeting to each member entitled to notice thereof; provided, however, that if notice is given by mail, and the notice is not mailed by first class, registered, or certified mail, the notice shall be given not less than 20 days before the meeting. Such notice shall state the place, date and hour of the meeting and (a) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or (b) in the case of the annual meeting, those matters which the Board, at the time of the mailing of the notice, intends to present for action by the members, but, subject to the provisions of applicable law, any proper matter may be presented at the meeting for such action. The notice of any meeting at which directors are to be elected shall include the names of all those who are nominees at the time the notice is sent to members.

Notice of a members' meeting shall be given either personally or by mail or by other means of written communication, addressed to a member at the address of such member appearing on the books of the corporation or given by the member to the corporation for the purpose of notice, or, if no such address appears or is given, at the place where the principal office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal office is located. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient.

Section 11. *Quorum.* A majority of the total voting power of the members must be represented at any meeting of the members in person or by proxy in order to constitute a quorum at any meeting of members. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote, and voting on any matter shall be the act of the members, unless the vote of a greater number or voting by classes is required by law, by the Articles or by these Bylaws, except as provided in the following sentence. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the members required to constitute a quorum.

Section 12. *Adjourned Meetings and Notice Thereof.* Any members' meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the votes represented, but in the absence of a quorum (except as provided in Section 11 of this Article II) no other business may be transacted at such meeting. It shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by

announcement at the meeting at which such adjournment is taken; provided, however, when any members' meeting is adjourned for more than 45 days or, if after adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of the meeting as originally called, whether annual or special.

Section 13. *Voting.* The members entitled to notice of any meeting or to vote at any such meeting shall be only persons in whose name memberships stand on the records of the corporation on the record date for notice determined in accordance with Section 14 of this Article II.

Subject to the following sentence and to the provisions of Section 7615 of the California Nonprofit Mutual Benefit Corporation Law, every member entitled to vote at any election of directors may cumulate such member's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which the member is normally entitled, or distribute the member's votes on the same principle among as many candidates as the member thinks fit. No member shall be entitled to cumulate votes for a candidate or candidates pursuant to the preceding sentence unless such candidate's name or candidate's names have been placed in nomination prior to the voting and the member has given notice prior to the voting at the meeting of the member's intention to cumulate the member's votes. If any one member has given such notice, all members may cumulate their votes for candidates in nomination.

Elections need not be by ballot; provided, however, that all elections for directors must be by ballot upon demand made by a member at the meeting and before the voting begins.

In any election of directors, the candidates receiving the highest number of votes are elected.

If a membership stands of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, husband and wife as community property, tenants by the entirety, voting trustees, persons entitled to vote under a voting agreement or otherwise, or if two or more persons (including proxy holders) have the same fiduciary relationship respecting the same membership, unless the Secretary of the corporation is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect:

- (i) If only one votes, such act binds all; or
- (ii) If more than one vote, the act of the majority so voting binds all.

The three At-Large members of the Board of Directors shall not be elected pursuant to the foregoing procedure, but shall be elected by the Principal and Associate members of the Board of Directors elected by the Principal and Associate members, with each such Principal and Associate Board member entitled to cast one vote for each At-Large director position. Each At-Large director position shall be filled only upon an At-Large candidate receiving an absolute majority vote of the Principal and Associate members of the Board of Directors, not merely a majority of the Board's quorum.

Voting shall in all cases be subject to the provisions of Chapter 6 of the California Nonprofit Mutual Benefit Corporation Law.

Section 14. *Record Date.* The Board may fix, in advance, a record date for the determination of the members entitled to notice of any meeting of members. The record date so fixed shall be not more than 60 days nor less than 10 days prior to the date of the meeting. When a record date is so fixed, only members of record on that date are entitled to notice of the meeting for which the record date was fixed. A determination of members of record entitled to notice of a meeting of members shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting. The Board shall fix a new record date if the meeting is adjourned for more than 45 days.

The Board may fix, in advance, a record date for the determination of members entitled to vote at a meeting of members or to cast written ballots or to exercise any rights in respect of any other lawful action. The record date so fixed shall be not more than 60 days before the date of the meeting or before the date on which the first written ballot is mailed or solicited or before such other action, as the case may be. A determination of members of record entitled to vote at a meeting shall apply to any adjournment of the meeting unless the Board fixes a new record date for the Adjourned Meeting.

If no record date is fixed by the Board, the record date for determining members entitled to notice of a meeting of members shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. If no record date is fixed by the Board, members on the day of the meeting who are otherwise eligible to vote are entitled to vote at the meeting of members or, in the case of an adjourned meeting, members on the day of the adjourned meeting who are otherwise eligible to vote are entitled to vote at the adjourned meeting of members. The record date for determining members for any purpose other than set forth in this Section 14 or Section 10 or 16 of this Article II shall be at the close of business on the day on which the Board adopts the resolution relating thereto, or the sixtieth day prior to the date of such other action, whichever is later.

Section 15. *Consent of Absentees.* The transactions of any meeting of members, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present, and if, either before or after the meeting, each of the persons entitled to vote not present signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of and presence at such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by the California Nonprofit Mutual Benefit Corporation Law to be included in the notice but not so included, if such objection is expressly made at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of members need be specified in any written waiver of notice, consent to the holding of the meeting or approval of the

minutes thereof, except as provided in Section 7511(f) of the California Nonprofit Mutual Benefit Corporation Law.

Section 16. *Action Without Meeting.* Subject to Section 7513 of the California Nonprofit Mutual Benefit Corporation Law, any action except election of directors which, under any provision of the California Nonprofit Mutual Benefit Corporation Law, may be taken at any regular or special meeting of members, may be taken without a meeting if the written ballot of every member is solicited, if the required number of signed approvals in writing, setting forth the action so taken, is received, and if the number of ballots cast within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast. Unless a record date for voting purposes be fixed as provided in Section 14 of this Article II, the record date for determining members entitled to cast written ballots pursuant to this Section 16, when no prior action by the Board has been taken, shall be the day on which the first written ballot is mailed or solicited, whichever is first.

Section 17. *Proxies.* Every person entitled to vote a membership has the right to do so either in person or by one or more persons authorized by a written proxy executed by such member and filed with the Secretary. Any proxy duly executed is not revoked and continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto. Such revocation may be effected either (i) by a writing delivered to the Secretary of the Corporation stating that the proxy is revoked, (ii) by a subsequent proxy executed by the person executing the prior proxy and presented to the meeting, or (iii) as to any meeting, by attendance at the meeting and voting in person by the person executing the proxy; provided, however, that no proxy shall be valid after the expiration of 11 months from the date of its execution unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three years from the date of execution.

Section 18. *Inspectors of Election.* In advance of any meeting of members, the Board may appoint inspectors of election to act at such meeting and any adjournment thereof. If inspectors of election be not so appointed, or if any persons so appointed fail to appear or refuse to act, the chairman of any such meeting may, and on the request of any member or member's proxy shall, make such appointment at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more members or proxies, the majority of members represented in person or by proxy shall determine whether one or three inspectors are to be appointed.

The duties of such inspectors shall be as prescribed by Section 7614(b) of the California Nonprofit Mutual Benefit Corporation Law and shall include: determining the number of memberships outstanding and the voting power of each; determining the memberships represented at the meeting; determining the existence of a quorum; determining the authenticity, validity and effect of proxies; receiving votes, ballots or consents; hearing and determining all challenges and questions in any way arising in connection with the right to vote; counting and tabulating all votes or consents; determining when the polls shall close; determining the result; and doing such acts as may be proper to conduct the election or vote with fairness to all

members. If there are three inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all.

Section 19. *Conduct of Meeting.* The Chairman of the Board shall preside as chairman at all meetings of the members. The chairman shall conduct each such meeting in a businesslike and fair manner, but shall not be obligated to follow any technical, formal or parliamentary rules or principles of procedure. The chairman's rulings on procedural matters shall be conclusive and binding on all members, unless at the time of a ruling a request for a vote is made to the members entitled to vote and which are represented at the meeting, in which case the decision of a majority of such members shall be conclusive and binding on all members. Without limiting the generality of the foregoing, the chairman shall have all of the powers usually vested in the chairman of a meeting of members.

### **ARTICLE III DIRECTORS**

Section 1. *Powers.* Subject to limitations of the Articles, of these Bylaws and of the California Nonprofit Mutual Benefit Corporation Law relating to action required to be approved by the members or by a majority of members, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the corporation to any person or persons, a management company or committees however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

- (a) To select and remove all the other officers, agents and employees of the corporation, prescribe powers and duties for them as may not be inconsistent with law, the Articles or these Bylaws, fix their compensation and require from them security for faithful service.
- (b) To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefore not inconsistent with law, the Articles or these Bylaws, as they may deem best.
- (c) To adopt, make and use a corporate seal, and to prescribe the forms of certificates of membership, and to alter the form of such seal and of such certificates from time to time as they may deem best.
- (d) To authorize the issuance of memberships of the corporation from time to time, upon such terms and for such consideration as may be lawful.
- (e) To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore; provided that such power to borrow money and incur indebtedness shall be exercised only upon the affirmative vote of two-thirds (2/3) of the directors present at a duly held meeting with a quorum present.

Section 2. *Number of Directors.* The authorized number of directors shall be not less than ten (10) nor more than twenty-one (21) until changed by amendment of the Articles or by Bylaw duly adopted by the members. The exact number of directors shall be determined by either the Board or the members.

Section 3. *Qualifications of Directors.* Each director shall be either an officer, an employee, or a representative of a member and fifty percent (50%) of the directors shall be officers, employees, or representatives of Principal members and fifty percent (50%) shall be officers, employees, or representatives of Associate members.

Notwithstanding the foregoing in Article III, Section 3, up to three additional directors who are neither officers nor employees of Principal members may be elected as At-Large directors of the Board. To qualify for an election as an At-Large director, an individual must be generally recognized as having broad experience and knowledge in and of underground excavation activities, underground damage prevention activities or other related fields that lend furtherance to the goals, objectives and programs of Underground Service Alert of Southern California.

Section 4. *Election and Term of Office.* Directors shall be elected at each annual meeting of the members, but if any such annual meeting is not held or the directors are not elected thereat, the directors may be elected at any special meeting of members held for that purpose. Notwithstanding the foregoing, At-Large directors shall be elected by the Principal and Associate members of the Board of Directors at a Board meeting immediately following the annual meeting of the members and the organizational meeting of the Board at which time officers are elected, immediately after any special meeting as discussed herein above in Section 4 or at any later meeting of the Board. Each director shall serve until the next annual meeting of the members and until a successor has been elected and qualified.

Section 5. *Vacancies.* Any director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before such time to take office when the resignation becomes effective.

Vacancies in the Board, except those existing as a result of a removal of a director by the members, may be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining director, and each director so elected shall hold office until the expiration of the term of the replaced director and until such replacement director's successor has been elected and qualified.

A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the members fail, at any regular or special meeting of members at which any director or directors are elected, to elect the full authorized number of directors to be voted for at that meeting.

The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Section 7238 of the California Nonprofit Mutual Benefit Corporation Law, or who no longer meets the qualifications set forth in Section 3 of this Article III. The Board may declare



vacant the office of a director for failure to attend two Board Meetings in any term. The members may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of the director's term of office.

Vacancies in an At-Large position in the Board shall be filled only by election of an At-Large director by an absolute majority of the Principal and Associate members of the Board, not merely by a majority of the Board's quorum or a majority of the remaining members of the Board, should there be any vacancy or vacancies in the seats held by Principal or Associate members of the Board of Directors. At-Large directors shall not participate in filling any vacancy or vacancies in At-Large director positions.

Section 6. *Place of Meeting.* Regular or special meetings of the Board shall be held at any place within or without the State of California which has been designated from time to time by the Board. In the absence of such designation, regular meetings shall be held at the principal office of the corporation.

Section 7. *Regular Meetings.* Immediately following each annual meeting of members the Board shall hold a regular meeting for the purpose of organization, election of officers and the transaction of other business.

Other regular meetings of the Board shall be held without call or notice on such dates and at such times as may be fixed by the Board.

Section 8. *Special Meetings.* Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board, the President, any Vice President, the Secretary or any two directors.

Special meetings of the Board shall be held upon four days' notice by first class mail or 48 hours' notice given personally or by telephone, telegraph, telex, electronic mail (email) or other similar means of communication. Any such notice shall be addressed or delivered to each director at such director's address as it is shown upon the records of the corporation or as may have been given to the corporation by the director for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held.

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 9. *Quorum.* Forty percent (40%) of the number of directors fixed by the Board within the limits authorized by Section 2 of this Article III shall constitute a quorum of the Board for the transaction of business, except to adjourn as provided in Section 11 of this Article III. Every act or decision done or made by a majority of the

directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number be required by law, these Bylaws or by the Articles, except as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 10. *Participation in Meetings by Conference Telephone.* Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another.

Section 11. *Waiver of Notice.* Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 12. *Adjournment.* A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 13. *Action without Meeting.* Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

Section 14. *Rights of Inspection.* Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

Section 15. *Committees.* The Board may appoint one or more committees, each consisting of two or more directors, and delegate to such committees any of the authority of the Board except with respect to:

- (a) The approval of any action for which the California Nonprofit Mutual Benefit Corporation Law also requires approval of the members or approval of a majority of all members;
- (b) The filling of vacancies on the Board or in any committee;
- (c) The fixing of compensation of the directors for serving on the Board or on any committee;
- (d) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

- (f) The appointment of other committees of the Board or the members thereof;
- (g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected;
- (h) Except as provided in Section 7233 of the California Nonprofit Mutual Benefit Law, with respect to any assets held in charitable trust, the approval of any self-dealing transaction;
- (i) The contracting for or purchase of any items in an amount in excess of \$500 during any fiscal year; or
- (j) The incurrence of debt or liability in an amount in excess of \$500 during any fiscal year.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the authorized number of directors then in office, provided a quorum is present, and any such committee may be designated an Executive Committee or by such other name as the Board shall specify. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article III applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

Section 16. *Fees and Compensation.* Directors and members of committees shall not receive any compensation for their services.

## ARTICLE IV OFFICERS

Section 1. *Officers.* The officers of the corporation shall be a Chairman of the Board, A Vice Chairman of the Board, a President, a Secretary, and a Treasurer. The corporation may also have, at the discretion of the Board, one or more Vice Presidents, a Manager, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be elected or appointed in accordance with the provision of Section 3 of this Article IV. Any number of offices may be held by the same person unless the Articles or these Bylaws provide otherwise.

Section 2. *Election.* The officers of the corporation, except such officers as may be elected or appointed in accordance with the provisions of Section 3 or Section 5 of this Article IV, shall be chosen annually by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be elected.

Section 3. *Subordinate Officers.* The Board may elect, and may empower the Chairman of the Board to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 4. *Removal and Resignation.* Any officer may be removed, either with or without cause, by the Board at any time or, except in the case of an officer chosen by the Board, any officer upon whom such power of removal may be conferred by the Board. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment of the officer.

Any officer may resign at any time by giving written notice to the corporation, but without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 6. *Chairman of the Board.* The Chairman of the Board is the chief executive officer of the corporation and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the corporation. The Chairman shall preside at all meetings of the members and at all meetings of the Board. The Chairman has the general powers and duties usually vested in the office of chief executive officer of a corporation and such other powers and duties as may be prescribed by the Board.

Section 7. *Vice Chairman.* The Vice Chairman of the Board will assume the duties of the Chairman of the Board in his absence.

Section 8. *President.* Subject to such powers as may be given by the Board to the Chairman of the Board, the President is responsible for the general management of the corporation and promotes membership in the corporation by owners and operators of Underground Facilities and others; promotes use of the one call system by all excavators; attends meetings of outside groups and/or makes presentations to interested parties; develops and implements advertising and promotional activities; recommends changes and improvements to the operating procedures of the corporation; directs activities of the Manager; performs other duties in the furtherance of the business of the corporation as directed by the Chairman.

Section 9. *Vice Presidents.* In the absence or disability of the President, the Vice Presidents, if any be appointed, in order of their rank as fixed by the Board or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

Section 10. *Manager.* The Manager reports to the President and exercises full responsibility for the day-to-day operations of the one call system: Hires, trains and supervises office clerks, coordinates work assignment to maintain proper telephone coverage; develops and implements quality assurance programs, reviews findings with clerks, compiles quality indices for the group and for individuals; reviews and analyzes on a sampling basis the work performed to assure accuracy and

performance in accord with established procedures; develops written procedures for the tasks performed by clerks; receives and handles unusual or complex calls; assists the President as requested and performs such other duties as may be assigned from time to time; may perform duties of office clerk.

Section 11. *Secretary*. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of members, the Board and its committees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings, the number of members present or represented at members' meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of California the original or a copy of the corporation's Articles and Bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the members and of the Board and any committees thereof required by these Bylaws or by law to be given, shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board.

Section 12. *Treasurer*. The Treasurer is the chief financial officer of the corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, and shall send or cause to be sent to the members of the corporation such financial statements and reports as are by law or these Bylaws required to be sent to them. The books of account shall at all times be open to inspection by any director. The Treasurer shall prepare or cause to be prepared monthly invoices, oversee accounts payable, and maintain such records as may be required.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President and the directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board.

## **ARTICLE V OTHER PROVISIONS**

Section 1. *Inspection of Corporate Records*. Subject to Sections 8330, 8331 and 8332 of the California Nonprofit Mutual Benefit Corporation Law, a member may do either or both of the following for a purpose reasonably related to such member's interest as a member:

- (i) Inspect and copy the record of all the members' names, addresses and voting rights, at reasonable times, upon five business days' prior written demand upon the corporation, which demand shall state the purpose for which the inspection rights are requested; or
- (ii) Obtain from the Secretary of the corporation, upon written demand and tender of a reasonable charge, a list of the names, addresses and voting rights of those members entitled to vote for the election of directors, as of the most recent record date for which it has been compiled or as of a date

specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The Secretary shall make the membership list available on or before the later of ten business days after the demand is received or after the date specified therein as the date as of which the list is to be compiled.

The corporation may, within 10 business days after receiving a demand, as set forth above in paragraph (i) or (ii) of this Section 1, deliver to the person(s) making the demand a written offer of an alternative method of achieving the purpose identified in said demand without providing access to or a copy of the membership list. Any rejection of the corporation's offer shall be in writing and shall indicate the reasons the alternative proposed by the corporation does not meet the proper purpose of the demand made pursuant to paragraph (i) or (ii) of this Section 1.

The accounting books and records and minutes of proceedings of the members and the Board and committees of the Board shall be open to inspection upon written demand on the corporation of any member at any reasonable time for a purpose reasonably related to such person's interests as a member.

*Section 2. Inspection of Articles and Bylaws.* The corporation shall keep in its principal office in the State of California the original or a copy of its Articles and of these Bylaws as amended to date, which shall be open to inspection by members at all reasonable times during office hours. If the corporation has no office in the State of California, it shall upon the written request of any member furnish to such member a copy of the Articles or Bylaws as amended to date.

*Section 3. Endorsement of Documents; Contracts.* Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the Chairman of the Board, the President or any Vice President and the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer of the corporation shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

*Section 4. Membership Certificates.* The corporation shall not issue and shall be under no obligation to issue membership certificates.

*Section 5. Representation of Shares of Other Corporations.* The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

*Section 6. Construction and Definitions.* Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General

Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Mutual Benefit Corporation Law shall govern the construction of these Bylaws.

Section 7. *Amendments.* These Bylaws may be amended or repealed by approval of the members or by the approval of the Board; provided, however, that members must approve any action that would: (a) materially and adversely affect the rights of members as to voting, dissolution, or redemption, or transfer of memberships; (b) increase or decrease the number of memberships authorized in total or for any class; (c) effect an exchange, reclassification or cancellation of all or any part of the memberships; (d) authorize a new class of membership; or, (e) specify or change a fixed number of directors or the maximum or minimum number of directors or change from a fixed to a variable number of directors or vice versa. The power of members to approve the repeal or amendment of Bylaws is subject to the further approval of the members of a class if such action would: (a) materially and adversely affect the rights, privileges, preferences, restrictions or conditions of that class as to voting, dissolution, redemption, or transfer of memberships in a manner different than such action affects another class; (b) materially and adversely affect such class as to voting, dissolution, redemption, or, transfer of memberships by changing the rights, privileges, preferences, restrictions, or conditions of another class; (c) increase or decrease the number of memberships authorized for such class; (d) increase the number of memberships authorized for another class; (e) effect an exchange, reclassification or cancellation of all or part of the memberships of such class; or, (f) authorize a new class of memberships.

A Bylaw conferring some or all of the rights of a member of any class upon any person or entity who does not have the right to vote on any of the matters set forth in Section 1 of Article II may be adopted only by approval of the members.

## **ARTICLE VI INDEMNIFICATION**

Section 1. *Definitions.* For the purposes of this Article VI, "agent" means any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under Sections 4 or 5(c) of this Article VI.

Section 2. *Indemnification in Actions by Third Parties.* The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection

with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. *Indemnification in Actions by or in the Right of the Corporation.* The corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the corporation, or brought under Section 5233 of the California Non-profit Public Benefit Corporation Law or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

- (a) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless such action concerns assets held in charitable trust and is settled with the approval of the Attorney General.

Section 4. *Indemnification Against Expenses.* To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article VI or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. *Required Determinations.* Except as provided in Section 4 of this Article VI any indemnification under this Article VI shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article VI, by:



- (a) A majority vote of a quorum consisting of directors who are not parties to such proceeding;
- (b) Approval of the members, with the persons to be indemnified not being entitled to vote thereon; or
- (c) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the corporation.

Section 6. *Advance of Expenses.* Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article VI.

Section 7. *Other Indemnification.* No provision made by the corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles, Bylaws, a resolution of members or directors, an agreement or otherwise, shall be valid unless consistent with this Article VI. Nothing contained in this Article VI shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. *Forms of Indemnification Not Permitted.* No indemnification or advance shall be made under this Article VI, except as provided in Sections 4 or 5(c), in any circumstances where it appears:

- (a) That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. *Insurance.* The corporation shall have power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article VI.

Section 10. *Nonapplicability to Fiduciaries of Employee Benefit Plans.* This Article VI does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the corporation as defined in Section 1 of this Article VI. The corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

## ARTICLE VII EMERGENCY PROVISIONS

Section 1. *General.* The provisions of this Article VII shall be operative only during a national emergency declared by the President of the United States or the person performing the President's functions, or in the event of a nuclear, atomic or other attack on the United States or a disaster making it impossible or impracticable for the corporation to conduct its business without recourse to the provisions of this Article VII. Said provisions in such event shall override all other Bylaws of the corporation in conflict with any provisions of this Article VII, and shall remain operative so long as it remains impossible or impracticable to continue the business of the corporation otherwise, but thereafter shall be inoperative; provided that all actions taken in good faith pursuant to such provisions shall thereafter remain in full force and effect unless and until revoked by action taken pursuant to the provisions of the Bylaws other than those contained in this Article VII.

Section 2. *Unavailable Directors.* All directors of the corporation who are not available to perform their duties as directors by reason of physical or mental incapacity or for any other reason or who are unwilling to perform their duties or whose whereabouts are unknown shall automatically cease to be directors, with like effect as if such persons had resigned as directors, so long as such unavailability continues.

Section 3. *Authorized Number of Directors.* The authorized number of directors shall be the number of directors remaining after eliminating those who have ceased to be directors pursuant to Section 2.

Section 4. *Quorum.* The number of directors necessary to constitute a quorum shall be the number bearing the same proportional relationship to the number of directors remaining pursuant to Section 2 as the quorum established in Article III, Section 8 bears to the authorized number of directors set forth in Article III, Section 2.

Section 5. *Directors Becoming Available.* Any person who has ceased to be a director pursuant to the provisions of Section 2 and who thereafter becomes available to serve as a director shall automatically resume performing the duties and exercising the powers of a director unless the term of office of such person has expired in accordance with its original terms and a successor has been selected and qualified.

CERTIFICATE OF SECRETARY of  
UNDERGROUND SERVICE ALERT

(a California nonprofit mutual  
benefit corporation)

I hereby certify that I am the duly elected and acting Secretary of said corporation and that the foregoing Bylaws, comprising 19 pages, constitute the Bylaws of said corporation as duly adopted at a meeting of the Board of Directors thereof held on

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Secretary

**UNDERGROUND SERVICE ALERT  
OF  
SOUTHERN CALIFORNIA  
  
OPERATING PROCEDURES**

## **Mission Statement**

The mission of Underground Service Alert of Southern California (DigAlert), as an independent non-profit mutual benefit corporation, is to ensure the safety of excavation workers and the general public by preventing damage to subsurface infrastructure through education, advocacy, and operation of an effective communications link between excavators and subsurface infrastructure owners/operators. To achieve this mission, DigAlert includes excavators, locators, engineers, and operators of subsurface infrastructure on its Board and welcomes all who have an interest in excavation safety to provide input on accomplishing this mission.

## **Beliefs and Principles**

DigAlert is:

A professional, nonpartisan coordinator of excavation information providing a safe working environment for excavation workers by preventing damage to subsurface infrastructure.

The sole service organization utilizing state of the art electronic communications to link excavators and owners/operators of subsurface infrastructure.

The services of DigAlert are provided at no cost\* to the excavators and may be accessed by most available electronic formats including internet, mobile and telephone.

## **Strategic Plan**

DigAlert will:

Provide professional, responsive, nonpartisan quality service to both excavators and owners/operators of subsurface infrastructure.

Maximize the efficiency of its organization in the execution of its duties while promoting the “contact before you dig” process and California Government Code Section 4216.

\*Additional elite services may be available for a marginal fee.

## **1.PURPOSE**

1.01 The primary purpose of Underground Service Alert of Southern California ("DigAlert"), is to provide a regional notification system (the "Center") to expedite the location of underground facilities (as defined in DigAlert's Bylaws) prior to the start of any excavation work. For purposes of these Operating Procedures, the following definitions will apply:

- (a) "Excavation" means any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe plowing and driving, or any other way.
- (b) "Excavator" means any person, firm, contractor or subcontractor, owner, operator, utility, association, corporation, partnership, business trust, public agency, or other entity that, with their own employees or equipment, performs any excavation.

1.02 The Center's major functions are:

- (a) To receive information from anyone who contacts the Center of any planned excavation work. The notifications received for this purpose are called "DigAlerts."
- (b) To transmit this information to all members who have notified DigAlert that they have underground facilities at the location of the excavation work or who are otherwise concerned with the excavation work. The member is then responsible for notifying the excavator pursuant to California Government Code section 4216 et seq.
- (c) To promote use of and membership in DigAlert.

## **2. OBJECTIVES**

2.01 The Center is designed to encourage acceptance and active participation by all underground operators, government agencies and excavators. DigAlert's objectives are to:

- (a) Promote public safety
- (b) Eliminate costly damage to underground facilities;
- (c) Reduce lost production time due to damages;
- (d) Promote compliance with California Government Code Section 4216 et seq.;
- (e) Promote compliance with California Code of Regulations Title 19 Division 4;
- (f) Help protect our underground environment;
- (g) Promote membership in DigAlert;
- (h) Promote use of DigAlert Direct;
- (i) Promote involvement in the California Regional Common Ground Alliance (CARCGA) and
- (j) Encourage reporting of incident events via the CARCGA Virtual Private Damage Information Reporting Tool (DIRT).

### **3. RATE STRUCTURE**

- 3.01 Each member will be assessed a fee in accordance with the applicable rates adopted by the Board of Directors from time to time. A copy of the rate schedule currently in effect is attached hereto as Exhibit I.
- 3.02 The fees collected through this rate structure will cover the operating costs of the Center.

### **4. CONTRACTOR**

- 4.01 DigAlert may contract with a third party for the management of the Center under the ultimate direction of the Board of Directors.

### **5. COMMUNICATIONS**

- 5.01 DigAlert will provide sufficient equipment and personnel to maintain efficient operation of the Center. Increases in costs incurred will be justified by management to the Board of Directors.
- 5.02 For liability purposes, all incoming DigAlert calls are recorded on electronic media. Said recordings are made in accordance with tariffs on file with the California Public Utilities Commission and local, state and federal law.
- 5.03 Each member is individually responsible for maintaining equipment capable of receiving DigAlert information.
- 5.04 Members utilizing a third party to receive their DigAlert notifications are responsible for ensuring that notifications are received and processed as if the member were receiving the notifications directly. Members, or their designated third party agents, who receive DigAlert information via electronic means (i.e.: email, WebTMS) are responsible for retrieving their notifications once delivered to their designated location.
- 5.05 Members who use the Center's Web Ticket Management System (WebTMS) will pay applicable charges as set forth in Exhibit II attached hereto. The Board of Directors may amend these charges from time to time.
- 5.06 Members will provide an electronic positive response through the Center for each ticket type received that requires a response. Methods to provide the response are listed under documentation on the DigAlert.org website.

### **6. CENTER OPERATIONS**

- 6.01 The Center's business hours are from 6:00 a.m. to 7:00 p.m. Monday through Friday excluding holidays.
- 6.02 The Center is closed on state and federal holidays. If Christmas Eve & New Year's Eve fall on a Monday through Thursday, the Center will close at 3:00 p.m.
- 6.03 DigAlert shall provide the personnel necessary to carry out its business and shall employ a President, Manager, Customer Service Representatives and other Employees. The work schedule of the Manager, Customer Service Representatives and other Employees will be arranged to provide adequate personnel during business hours.
- 6.04 DigAlert will bill members in accordance with the rates established from time to time by the Board as follows:

- (a) DigAlert will determine, prepare and email a bill for each member in accordance with the approved rate structure. Alternate methods of receiving invoices may be approved by DigAlert on a case-by-case basis, members may not make alternate methods a requirement for payments to be processed. For purposes of accounting, books are kept of each month's billing by member name. Said books shall be kept in accordance with generally accepted accounting principles.
- (b) DigAlert will compile a monthly summary of the Center's operating costs in detail as well as the current month's billing. These reports will be submitted to the Board at the next scheduled board meeting.
- (c) Upon receipt of the monthly bill, each member will make payment by check made out to "Underground Service Alert." This check is to be sent to DigAlert at the Center's mailing address. Alternate methods of remittance must be approved by DigAlert prior to use.
- (d) DigAlert will credit the appropriate member's account when payments are received and will deposit the money in the DigAlert bank account. Chairman will review all financial practices.
- (e) Payments are due and payable upon receipt of each monthly bill. Payments not received within 45 days of the date of the bill, may be subject to a 5% penalty of the amount billed.
- (f) If payment is not received within 135 days of the date of the bill a certified letter will be sent to the member which shall indicate that the member is no longer in good standing and if payment is not received within 90 days they will be terminated.
- (g) Upon termination a complaint will be filed with the California Underground Facilities Safe Excavation Board that the entity is longer a member of Underground Service Alert of Southern California as required by California Government Code section 4216 et seq.
- (h) DigAlert will maintain records of all expenses associated with the Center operations. These records are subject to audit by the Board of Directors.
- (i) DigAlert will send out invoices on behalf of the California Underground Facilities Safe Excavation Board pursuant to CCR Title 19 Division 4 Section 4011. Payment for these invoices will be made to Underground Service Alert of Southern California under the DigAlert EIN.
- (j) Certificate of Liability Insurance will be provided to those members that request it but will not include a worker's comp waiver of subrogation endorsement.

6.05 DigAlerts refer to notification of excavations as defined in 1.01 (a).

- (a) All DigAlerts called into 811 or a toll-free line will be recorded.
- (b) Each DigAlert will have a ticket number assigned to it, which will be given to each excavator for future reference.



- (c) Unless the excavation is necessary due to an emergency, all excavators not giving a legal excavation start date and time as defined in California Government Code section 4216 et seq. will be reminded of this requirement, and that the affected member(s) must have a minimum of 2 working days not including the date of notification in which to mark their lines. If the excavation is necessary due to an emergency, excavators will be given the definition of an emergency as stated in California Government Code section 4216 and notified that members responding may charge a locating fee if the job does not meet the statutory definition. All excavators not delineating their proposed excavation site will be informed that state law requires that the excavator shall delineate the area to be excavated before contacting the Center and if the area is not delineated the members may, at their discretion, chose not to locate and field mark until the area is delineated. In addition, the excavator will be advised that the DigAlert is active for 28 calendar days and that work continuing beyond that time requires a renewal of the DigAlert prior to expiration of the 28 day period. DigAlerts may be renewed online or by calling 811. The excavator will be advised that state law requires that excavation shall not begin until all members have responded. The excavator will also be notified that after they have initially marked, state law requires the excavator to notify DigAlert if the members' marks are no longer reasonably visible.
- (d) After all the necessary information (set forth on Exhibit V attached hereto) to complete the DigAlert has been given, Center personnel will tell the caller which member(s) will be notified. In the event that the information was provided online a list of the members to be notified will be displayed.

#### 6.06 Locations

Each member is responsible for submitting to DigAlert shape files in NAD83 Datum or WSG84 Datum with a Coordinate Reference System of Latitude/Longitude. Shape files must contain valid data for their shape type – lines must contain at least 2 points; polygons must have at least 3 points, etc. DigAlert will annually send a report to each member to verify that all areas in which they have underground facilities are included in the Center's database.

#### 6.07 Contact Information

Each member is responsible for submitting to DigAlert a list of contacts within their organization for issues related to billing, design requests, problems receiving DigAlerts, emergencies during working hours, emergencies after hours, no response – if the member hasn't responded to a DigAlert notification, requests for permission to utilize vacuum equipment and a main contact. These listings will be requested annually by the Center. Each member shall notify DigAlert of any changes, as they occur, with respect to the contact listing as required by CCR Title 19 Division 4 Section 4003. DigAlert will include this contact listing in the Center's database.

#### 6.08 Transmission of DigAlert information

All DigAlert information will be dispatched by DigAlert to each affected member as soon as possible after receipt thereof. DigAlert shall use reasonable judgment in determining the sequential order in which such requests are to be transmitted.

- (a) Each member is responsible for immediately notifying the Center of any indecipherable message received from the Center, and/or any technical failure of equipment used by the member (or its designated agent) for purpose of receipt of DigAlert notifications from the Center of which it is or should be aware.
- (b) When trouble with or failure of, equipment used by a member to receive DigAlert notifications from the Center is discovered, the member (or its designated agent) will be responsible for reporting it to the appropriate personnel for repair.
- (c) Other provisions of these operating procedures notwithstanding, the Center shall use its best efforts to receive and transmit DigAlerts in the event of electrical power failure which precludes the recording and normal transmission of messages.
- (d) DigAlert will send to all members on a DigAlert any follow-up excavator requests for additional information, any notifications of work continuing, requests for re-marks or failure of any member(s) to respond.
- (e) DigAlerts received to report emergency work that must be done immediately, will be handled as an emergency type and transmitted as soon as possible.
- (f) Excavators reporting damage to underground lines DigAlert will send a damage/exposed DigAlert to members in the area of damage as well as the California Underground Facilities Safe Excavation Board. The Center will also provide the excavator with the emergency telephone number of any member(s) involved.

#### 6.09 After Hours

All calls received by the Center after scheduled operating hours will be answered by a recording device attached to 811 or a toll-free number. A pre-recorded message will advise the caller of the Center's scheduled operating hours and direct them to call back or to visit [www.DigAlert.org](http://www.DigAlert.org) for more information. The message will also refer all emergency notifications to the affected member or non-member.

#### 6.10 Archives

DigAlert shall maintain a file of all DigAlerts and recorded conversations for a period of **five** (5) years. At the end of **five** (5) years, DigAlert will destroy the above records unless otherwise requested in writing by any member. Upon receipt of a request, DigAlert will supply a copy of the information requested to the requesting member, at the member's expense, to be maintained by the member.

DigAlert shall archive the following:

- (a) Notifications received including time received and ticket number;
- (b) Notifications giving less than 48 hours' notice, including ticket number, excavator's company and length of notice in hours;
- (c) Messages transmitted, including ticket number involved;
- (d) Monthly summaries of the member transmissions, and notification distribution;

DigAlerts will be communicated by excavators to DigAlert by a toll free number, 811, via the DigAlert website, or via DigAlert applications. All notifications on DigAlert toll free lines or 811 will be recorded. Notification of DigAlerts will be transmitted to

members electronically, depending on the needs of each member and as agreed upon between the member and DigAlert. Recordings and computer copies will be retained by DigAlert for the use and benefit of members, DigAlert, and users of the regional notification system. Recorded conversations will be handled, recorded, played, and stored, by DigAlert only, or by such qualified operators as may be designated by the Chairman of the Board to maintain reliability and integrity of the recordings.

DigAlert will provide, upon written request, one copy of any DigAlert and if also requested a .wav format of the conversation. All revisions, through the date of incident or such date as requested, of the DigAlert ticket will be provided. For current fees for copies of DigAlerts see Exhibit III– Archive Record Fees.

#### 6.11 Design Stage

Excavators not excavating within 14 calendar days can request “design stage” information either via the Centers website or from Center personnel. A list of members and their contact information, that has been provided by the member(s), with underground facilities in the proposed excavation area will be supplied. For current fees see Exhibit IV– Design Stage Fees.

#### 6.12 Area of Continual Excavation Tickets (ACE)

Locations where excavation is part of the normal business activities of agricultural operations or flood control facilities are considered ACE tickets. Excavators can obtain an ACE ticket by notifying the Center at least two working days, not including the date of notification, up to six months from the date of notification. ACE tickets are valid for one year from date of issuance. An electronic reminder will be sent one month before expiration.

#### 6.13 Electronic Positive Response

Members shall supply an electronic positive response through the center before the legal excavation start date and time. DigAlert will make those responses available to the excavator.

### **7. PUBLIC RELATIONS AND PUBLICITY**

7.01 The Center will maintain a log of all presentations made involving the promotion of the DigAlert program. Arrangements may be made through the Safety Awareness Director for such presentations to be given to any interested groups.

7.02 Advertisement and promotional materials will designate "Underground Service Alert of Southern California" and/or DigAlert and should include the 811 logo.

7.03 To prevent duplication of effort and to maintain continuity of promotional items, all members are asked to submit to the Board of Directors at least one copy of any promotional materials used (including intracompany promotions), which were not processed through the Board of Directors.

7.04 A complete file of all promotional material will be kept by the Center.

7.05 Members will be encouraged to list 811 and [www.DigAlert.org](http://www.DigAlert.org) as the member’s “contact information” for purposes of notifying before excavating near their underground facilities in any directories in which the member’s company or agency appears.

- 7.06 The Center will encourage all members and excavators to report “incident events” via the California Regional Common Ground Alliance Virtual Private Damage Information Reporting Tool. The Center will post an annual report on [www.DigAlert.org](http://www.DigAlert.org) of the compiled statewide information regarding “incident events” provided by operators and excavators. For purposes of this section a “incident event” means the occurrence of excavator downtime, damages, near misses and violations.
- 7.07 Members may, on a voluntary basis, supply information to DigAlert regarding excavators that do not comply with California Government Code section 4216 et seq. The information supplied will include the excavator’s name, address (including, city, state and zip code), and the date and location of the incident. DigAlert will send informational materials to those excavators regarding the requirements of California Government Code section 4216 et seq.

**EXHIBIT I****Dues Schedule  
Effective July 1, 2022**

- I. Associate members shall pay a fee of \$1.75 for each **new** DigAlert notification received during the previous month.
- II. Principal members shall pay a fee of \$1.75 for each **new** DigAlert notification received during the previous month. In addition, Principal members may be assessed from time to time an amount as determined by the Board to maintain the level of working capital necessary to insure financial stability. Such assessment shall be based on the ratio which the number of miles of underground facilities owned or operated by that member bears to the total miles owned or operated by all Principal members within the area served by the Corporation.
- III. New members with only 1 member code will be charged \$10 per month until a years' worth of transmissions data is obtained. All others will be under the schedule below:

<b>Billed Member Codes</b>	<b>Rate</b>
1 member code < 100 new transmissions a year	No Charge
1 – 5 member codes	\$10 per month
6 – 10 member codes	\$20 per month
11 – 15 member codes	\$30 per month
16 – 20 member codes	\$40 per month
More than 20 member codes	\$50 per month

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**EXHIBIT II****Web Ticket Management System (WebTMS) Charges  
Effective July 1, 2022**

- I. Members who use DigAlert's WebTMS program shall pay a one-time set up fee of \$150.00.
- II. Rates are based on number of users and based on a monthly rate billed annually.
- |                |                   |
|----------------|-------------------|
| Up to 5 users  | \$30.00 per month |
| Up to 10 users | \$55.00 per month |
| Up to 15 users | \$80.00 per month |
| Up to 20 users | \$105 per month   |
- III. Optional Program Add-Ons are based on a monthly rate billed annually.
- |                    |                |
|--------------------|----------------|
| Ticket Attachments | \$25 per month |
|--------------------|----------------|
-

**EXHIBIT III**

**Archive Record Fees  
Effective January 1, 2014**

I.	Member		
	25 Requests in a month	Free	
	26+ Requests in a month	\$15.00 each addition request	
II.	Non Member		
	Each DigAlert Ticket	\$50	
	No DigAlert Ticket Provided	\$50 per each year requested	
	Copy of conversation	\$50 per location requested	

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**EXHIBIT IV**

**Design Stage Fees  
Effective January 1, 2014**

I.	Member		
	DigAlert Personnel	\$25.00 up to 1 square mile	
	Web Design Subscription	Free	
II.	Non Member		
	DigAlert Personnel	\$50.00 up to 1 square mile	
	6 month Web Design Subscription	\$150.00	
	1 year Web Design Subscription	\$240.00	
	2 year Web Design Subscription	\$350.00	

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# Contact 811

## 2 Working Days Before You Dig

(Not Including the Date of Notification)



**DigAlert No.** \_\_\_\_\_

### LOCATION REQUEST FORM

For faster service, prior to call fill out all non-italicized fields  
For Single Or Multiple Addresses, Corner or Interseccion, and Work On the Street, Use DigAlert Direct  
@ [direct.digalert.org](http://direct.digalert.org)

**Date & Time of call:** \_\_\_\_\_ **Operator:** \_\_\_\_\_

Caller Type (select one):

- Contractor     City     Homeowner  
 Member     Other

Caller: \_\_\_\_\_

Language (select one):

- English     Chinese     Spanish  
 Vietnamese     Other \_\_\_\_\_

Company phone #: \_\_\_\_\_

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Office Email: \_\_\_\_\_

Email confirmations for this ticket and positive responses?  Yes  No

Cell Phone: \_\_\_\_\_

SMS confirmations for this ticket and positive responses?  Yes  No

Site Contact: \_\_\_\_\_ Phone \_\_\_\_\_

Email: \_\_\_\_\_

Email confirmations for this ticket and positive responses?  Yes  No

Cell Phone: \_\_\_\_\_

SMS confirmations for this ticket and positive responses?  Yes  No

Delineation Method (check all that apply):

- None     Chalk     Flags     Flour     Stakes     Whiskers     White Paint:     Other

Type of work: \_\_\_\_\_

County: \_\_\_\_\_ City: \_\_\_\_\_

If more than 1 address or descriptive location: \_\_\_\_\_

Address: \_\_\_\_\_ Street: \_\_\_\_\_ Closest X/ST: \_\_\_\_\_

Latitude/Longitude: \_\_\_\_\_

Does excavation enter into the street or sidewalk:  Yes  No

Boring:  Yes  No    Explosives:  Yes  No    Vacuum:  Yes  No

Emergency:  Yes  No    Pavement:  Yes  No

Work being done for: \_\_\_\_\_

Permit #: \_\_\_\_\_  Not Required     Not Available     Pending     Blanket     Unknown

Work Order / Job #: \_\_\_\_\_

Date & Time work is to begin: \_\_\_\_\_

Renew on or before date: \_\_\_\_\_

Member notified by USA: \_\_\_\_\_

ASSOCIATE MEMBER AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA (Hereinafter referred to as "USA-SC") and \_\_\_\_\_(Hereinafter referred to as "Associate Member").

WITNESSETH:

WHEREAS, USA-SC is a nonprofit mutual benefit corporation organized under the laws of the State of California which operates a regional notification center to facilitate notice to members with underground facilities of proposed excavation; and

WHEREAS, Associate Member desires to become a member of USA-SC and -USA-SC desires to accept Associate Member as a member.

NOW, THEREFORE, the parties hereto agree as follows:

1. Associate Member has reviewed the USA-SC Articles of Incorporation, By-Laws and Operating Procedures and hereby accepts and agrees to be bound by the terms and conditions thereof as they currently exist, and as may be amended from time to time.

2. Associate Member agrees to pay dues and assessments as established by the USA-SC Board of Directors from time to time.

3. Associate Member acknowledges that its performance of Services under this Agreement may involve access to personal information of users of the USA-SC website and that such access is governed by the USA-SC Privacy Policy. Associate Member shall only use such personal information for purposes of performing Services under this Agreement in accordance with the USA-SC By-Laws and Operating Procedures.

4. This Agreement shall become effective on the day and year above first written and shall continue in effect until Associate Member's membership is terminated pursuant to Article II, Section 5 of the USA-SC By-Laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year above first written.

<p>_____ ASSOCIATE MEMBER</p> <p>BY _____</p> <p>TITLE _____</p>	<p>UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA</p> <p>BY _____</p> <p>TITLE _____</p>
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# Fill Out Completely - Member Code(s): \_\_\_\_\_

## Main Contact (receives correspondence from USA/SC)

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_

Check box if you want a copy of the minutes sent to you

## Billing Contact (receives invoices from USA/SC) – EIN: \_\_\_\_\_

All invoices will be emailed – e-mail is required

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

Voting Rights – See page 4 of the Bylaws/Operating Procedures Booklet for an explanation

Mileage: \_\_\_\_\_ Population: \_\_\_\_\_

Choose either Mileage or Population (if Government Agency)

## Engineering Contact (receives requests for pre-planning or design stage information from excavators who are NOT digging in the next 14 days)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_

## Emergency Contact (receives calls during working hours for damages)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_



# Information Sheet

**Receiver Contact (able to assist if email is not delivering)**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_

**After Hours Contact (receives calls after working hours for damages)**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_

**Vacuum Contact (person to be contacted by excavator if anything other than a hand tool is going to be used to expose your line in conflict)**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_

**No Response Contact (person to be contacted by excavator if lines have not been marked)**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Office Hours**

**Monday:** \_\_\_\_\_ to \_\_\_\_\_

**Tuesday:** \_\_\_\_\_ to \_\_\_\_\_

**Wednesday:** \_\_\_\_\_ to \_\_\_\_\_

**Thursday:** \_\_\_\_\_ to \_\_\_\_\_

**Friday:** \_\_\_\_\_ to \_\_\_\_\_

**State/Federal Agency**

Is company a state or federal agency?

State  Federal

**Type of Lines**

Check all that apply - **Select at Least One**

Cable TV

Electric

Fiber Optic

Fuel

Gas

Irrigation

Monitoring Wells

Oil

Reclaimed Water

Sewer

Storm Drain

Street Lights

Streets, Asphalt

Telephone

Traffic

Wastewater

Water

Other: \_\_\_\_\_  
Describe Type of Line

**Certificate Of Completion**

Envelope Id: 5FF85D4D30E44D779B44E7DDCA44DE76	Status: Sent
Subject: Underground Service Alert of Southern California Updated By-Laws/Agreement/Contact Information	
Source Envelope:	
Document Pages: 42	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Underground Service Alert of Southern California
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1379 Pico St #101
	Corona, CA 92881
	docusign@digalert.org
	IP Address: 0.0.0.0

**Record Tracking**

Status: Original	Holder: Underground Service Alert of Southern California	Location: DocuSign
4/10/2023 7:00:11 AM	docusign@digalert.org	

**Signer Events**

Signature	Timestamp
Tito Moreno TMORENO@VALLEY-SANITARY.ORG Security Level: Email, Account Authentication (None)	Sent: 4/10/2023 7:00:14 AM Viewed: 4/17/2023 11:40:32 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/17/2023 11:40:32 AM ID: 68111969-39bd-4e96-8d7d-f2897e77d913	
Underground Service Alert of Southern California docusign@digalert.org Security Level: Email, Account Authentication (None)	
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

**In Person Signer Events**

Signature	Timestamp

**Editor Delivery Events**

Status	Timestamp

**Agent Delivery Events**

Status	Timestamp

**Intermediary Delivery Events**

Status	Timestamp

**Certified Delivery Events**

Status	Timestamp

**Carbon Copy Events**

Status	Timestamp

Member Services  
memberservices@digalert.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

Signature	Timestamp

**Notary Events**

Signature	Timestamp

**Envelope Summary Events**

Status	Timestamps
Envelope Sent	Hashed/Encrypted 4/10/2023 7:00:14 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, DigAlert (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact DigAlert:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@digalert.org](mailto:docusign@digalert.org)

### **To advise DigAlert of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@digalert.org](mailto:docusign@digalert.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from DigAlert**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docusign@digalert.org](mailto:docusign@digalert.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with DigAlert**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@digalert.org](mailto:docusign@digalert.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DigAlert as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DigAlert during the course of your relationship with DigAlert.



## Valley Sanitary District

**DATE:** July 11, 2023  
**TO:** Board of Directors  
**FROM:** Ron Buchwald, District Engineer  
**SUBJECT:** Inform the Board of Directors of a Billing Error that Occurred in 2008 with an Estimated Revenue Loss to Date of \$68,955

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### **Suggested Action**

Approve

### **Strategic Plan Compliance**

GOAL 6: Improve Planning, Administration and Governance

### **Fiscal Impact**

The fiscal impact of this billing error is approximately \$68,955.

### **Environmental Review**

This item does not qualify as a project as defined by the California Environmental Quality Act (CEQA).

### **Background**

Part of the Districts development plan check process includes receiving, reviewing, and approving plans, calculating fees and establishing rates for new construction as well as Tenant Improvements (TI).

Staff received design plans for a tenant improvement in a strip mall located at 81-106 Highway 111. Part of the plan check review is determining the connection fees that will be required as part of the plan check/project review process. An audit is performed to see how many equivalent dwelling units (EDUs) the business requires as compared to how many EDUs have been previously collected for the parcel. Strip malls require extra attention due to the nature of the different types of businesses that change over time. Generally, a site visit and office records search are needed to determine that the appropriate EDUs have been collected and match the current use type.



In 2008, a developer of a laundry mat submitted plans for a new laundry mat to be constructed in four of the suites of this strip mall. Plans were reviewed and subsequently approved. It was also determined that the laundry mat would need 17 additional EDUs of capacity in order to connect to our sewer system. A connection fee of \$62,213 was paid to the District as part of the additional capacity needed for the new laundry mat. Once the fee is collected, the developer then constructs the project according to the approved plans. This work is inspected by VSD staff to make sure they adhere to the approved plans. Once the work is complete, the VSD inspector submits the paperwork to Admin/accounting to process the project close out, add the additional EDUs to the sewer use log, and then process through the County of Riverside as part of the property tax. The additional 17 EDUs is then paid as a sewer use fee as part of the property tax bill. Unfortunately, the additional 17 EDUs were never added to the sewer use records and therefore, never collected as a sewer use fee since 2008. The estimated lost revenue, over the past 14 years, is \$68,955. This error was recognized during a recent TI plan submittal and subsequent audit of the aforementioned strip mall.

Staff has reviewed this issue with the Districts legal counsel and the main concern with accepting the lost revenue is the law governing the impermissible gift of public funds. California Constitution article XVI, section 6 prohibits the state and its subdivisions from lending their credit or making any gift of public funds in aid of any or to any person, association, or corporation. The courts have recognized one exception to the gifts of public funds. The exception, known as the "public purpose" exception, is based upon a theory that if a public purpose is served through the use of public funds, no "gift" has been made even though a private individual, association or corporation may benefit from the loan or expenditure. Whether the expenditure of public funds is for a public purpose depends on whether the expenditure was designed to promote the public interests, as opposed to the furtherance of the advantage of individuals. In this case, there appears to be a public purpose for waiving the past sewer charges. That is, there are costs and staff time associated with recovering the sewer charges and VSD is making a business decision that the public is served by not attempting to recover the sewer charges.

Since 2008, VSD staff have strengthened the process of transferring permitted projects from the VSD inspector to admin personnel and finally to accounting. Multiple people are involved from the beginning of the permit process through the final transference of the sewer charges to the property tax roll. The process is as follows: After the connection fee is collected an inspection ticket is created. The ticket is logged in the Inspection Request Binder. VSD inspector performs the inspection. At completion of the project, the inspector signs off on the permit. A signed completed permit is delivered to admin. The APN and other necessary information are then added to the Additions to Sewer Use log. EDUs are added/increased within the ACTS software APN record. The signed permit is given to accounting for pro-rated sewer service billing, if needed. Accounting balances the Additions to Sewer Use log to the ACTS software to confirm the log and ACTS match as the final check. This process, with minor updates, has been in effect for nearly 10 years and with great results. In addition to the internal process improvements listed above, maintaining and enhancing our communications with the local planning and building officials will reduce the potential for future oversight when new or TI projects are initiated within our service area.

## **Recommendation**

Staff recommends that the Board of Directors accept the billing error as presented and direct staff to correct the billing issue by adding the correct sewer rate to the property tax roll.



## Valley Sanitary District

**DATE:** July 11, 2023  
**TO:** Board of Directors  
**FROM:** Jason Dafforn, General Manager  
**SUBJECT:** Receive Monthly General Managers Report for June 2023

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### **Suggested Action**

Review

### **Strategic Plan Compliance**

GOAL 6: Improve Planning, Administration and Governance

### **Fiscal Impact**

There is no fiscal impact from this report.

### **Environmental Review**

This is not a project as defined by the California Environmental Quality Act (CEQA).

### **Background**

The following data represents the activities and metrics for the month of June 2023.

#### *Administrative Services*

- Held one (1) Operations Committee Meeting
- Held two (2) Regular Board Meetings
- Held one (1) Special Board Meeting
- Updated Website with General Manager Information
- Registered & Booked Travel for CSDA Conference for Directors
- Submitted Public Hearing Notice for Delinquent Charges Public Hearing
- Preparing documents and schedules requested by auditors for FY 2022/23 audit.
- The audit for the year ending June 30, 2023, is set to commence on August 28, 2023.
- The Campaign Disclosure Statements (Form 470) are due for all Board Members by July 31, 2023. They will be available at the July 11, 2023 Board of Directors meeting.

### *Environmental Compliance Services*

- Michael Placencia hired as Environmental Compliance Technician III; orientation completed.
- Anna Bell was on vacation from June 10<sup>th</sup> thru 19<sup>th</sup>.
- Passed all Proficiency Testing (PTs) required for annual ELAP certification requirements.
- Bioassay (Whole Effluent Toxicity) Testing screening was performed in Quarter 2 – identified Minnow as the most sensitive species to be monitored quarterly starting Quarter 3 2023 through Quarter 1 2025.
- Rebecca Salas passed her Laboratory Grade 1 Certification exam.

### *Operations & Maintenance*

- Switched A.S.P. Contact Chambers
- Unclogged Scum Well Lines to the Digester
- Assisted Maintenance with cleaning Flow Meter #331
- Assisted with Design Build Project
- The plant motor control centers and switchboards were inspected and cleaned
- All four lift station electrical panels were inspected and cleaned. Two magnetic starters were replaced at the Carver lift station.
- The Influent Pump Station was put back in service. The crew worked on some problems with Pump 3 vibration and the changing of the VFD.
- A new 20' Bypass Mag flow meter was installed at the Headwork which was part of a CIP project.
- The crew spent time helping Walsh locate underground conduits and other pipes.
- Crew members also assisted in the new water line project on the Aeration Basins.
- New bearings were installed on Blower #3
- Aerators were installed in the south cell.
- The radiator on Generator # 4 was cleaned and serviced.
- All preventive maintenance work orders were completed

### *Development Services*

- Construction has begun on the Tower Market convenience store and gas station on the northwest corner of Dr. Carreon and Monroe Street.
- Construction has begun on the Indio Taphouse on the southwest corner of Miles Avenue and Towne Street.
- Construction has begun on a tentative improvement for Encore Coffee on the southeast corner of Miles Avenue and Oasis Street.
- Gallery Homes is starting the development of 82 homes in the Indian Palms Country Club on the corner of Odlum Drive and Barrymore Street.
- Construction has begun on the Texas Roadhouse Steak House East of Jackson Street and South of Avenue 43 in the Indio Town Center Shopping Center.
- Construction has begun on the new OES Gym on the corner of Highway 111 and Jefferson Street
- Construction has begun on the Arroyo Crossing I and II project, a 400-unit low-income apartment complex located on the west side of Jefferson Street, south of Hwy 111.
- Construction has begun on the Wood Springs Suites Extended Stay Hotel West of Jackson Street and South of Avenue 42.

## Collection Services

- No-Spill report for the month of June will be submitted to the California Integrated Water Quality System, as required in the Waste Discharge Requirements Monitoring and Reporting Program. Due by the end of the month.
- Monthly preventative maintenance service of lift stations is scheduled for the month.
- CCTV inspections are currently being conducted in the area of Avenue 49 and Shields Rd.
- Field Vector crew is currently jetting quarterly trouble spot areas. Upon completion they will be working in the area of Avenue 46 and Aladdin.

## Capital Improvement Program

- The Reclaimed Water Project - Phase 1 was awarded to Schneider Electric / Stantec in June 2020. Construction costs will be determined during the design phase and will be awarded to Schneider Electric / Stantec upon approval of the Board. This project will replace an aging and capacity restricting grit chamber and provide redundancy by adding a second digester and expanding the bar screens. This project will also include replacement of the Main Switch Control Panel and the addition of a sludge thickener unit. Schneider has completed the 60% design submittal and has prepared the guaranteed maximum price based on the latest design plans. *Update: 100% design plans have been approved by staff. ECM #3 (the Rotary Screw Thickeners) is at the 60% design level. The Guaranteed Maximum Price (GMP) has been approved by the Board. Leighton was awarded the contract for specialty testing and inspection services. Walsh is currently working on building up the new grit chamber and digester.*
- Westward Ho Drive Sewer Siphon Replacement project. This is a FEMA funded project to replace the damaged sewer siphon from the February 2019 storm. Staff and the consultant had a preliminary meeting with CVWD regarding requirements for crossing the channel. Staff reviewed the 50% design plans and the updated project cost schedule. Staff reviewed 90% design plans and specifications and submitted comments for correction. Staff are finishing their review of the submitted 100% set of plans and specifications. Staff has met with both the City of Indio and La Quinta, and both have no revisions or concerns. Staff has sent plans to CVWD and IWA for review and VSD received comments back from both agencies for incorporation. Carollo will be performing additional potholing to verify IWA and other utilities. Potholing has revealed that an IWA water line is closer to the project alignment than indicated on record drawings and must be rerouted around the proposed siphon manhole. *Update: Permitted Plans have been signed by CVWD. Staff is currently filing an encroachment permit license application as required by CVWD for the permanent pipeline crossing of the channel. Once the contractor is selected, they will file for a construction permit and the encroachment permit will be processed. This project is currently being held up by FEMA. VSD needs FEMA approval before proceeding with bidding and construction which was expected by February 2023. The CEQA documentation for this project has been completed.*
- Collections System Rehabilitation and Replacement project. The first rehabilitation project on Indio Blvd. is complete. This was a good first project and lessons were learned on how to better the process for the next project. The CCTV inspection project is complete. Harris is currently developing plans for the downtown Indio rehabilitation and repair project. This is being done to rehabilitate and replace deficient sewer mains in the streets and allies of the downtown area. The 50% plans for the Downtown Indio Rehabilitation project have been reviewed and comments have been returned to Harris for revision. The 100% design plans have been reviewed by IWA and the City of Indio and both agencies returned comments for revision.

*Update: The Board has awarded the Downtown Indio Rehabilitation Project to GRBCON. Most of the cured in place pipe rehabilitation has been completed. The contractor is currently working on the open cut and point repair work in the downtown area. Harris is currently working on the rehabilitation plans for the Calhoun lift station.*

- Influent Pump Station Rehabilitation Project. The Request for Proposal (RFP) was released on August 28 and was closed on September 28, 2020. The Board awarded the project to the DCI / Dudek team, and a pre-construction meeting was held on December 4th, 2020. The DCI / Dudek has developed a preliminary bypass plan for the initial inspection and shutdown of the influent pump station structure. The preliminary bypass and inspection were completed from February 22<sup>nd</sup> to February 26<sup>th</sup>. VSD has chosen the valves and gates that will be used for this project based on Dudek / DCI and Stantec's recommendations. Dudek and VSD are coordinating the ordering and purchasing of long, lead items. Dudek has submitted the Basis of Design Report which Stantec and VSD staff have reviewed. The Board has approved the guaranteed maximum price. The Notice of Award has been issued and Change Order No.2 signed. *Update: The new VFD has been installed for Pump #3 and the pump has been installed tested in the pump station. However, the pump is having issues with rattling and vortexing. The contractor is currently working on developing a solution to address these issues.*
- The above ground, steel waterline adjacent to the aeration basins is old and prone to leaks, especially at the grooved joints, and has exceeded its useful life. The new steel waterline will have traditional joints that will provide a longer life. This project has been on the books for several years and has been a lower priority due to lack of leaks in recent years and the difficult nature of replacement. The project design was awarded to Dudek who has completed the project design and specifications. The construction portion of the project was put out to bid on February 7<sup>th</sup>, 2022. The project bid opening took place on March 16<sup>th</sup>, 2022, and VSD received six sealed bids for this project with Van Dyke Corporation being the lowest responsible bidder. The first phase of this project has been completed. *Update: The contractor has mobilized onsite and is currently installing PVC piping at the south end of the project.*
- VSD has chosen SGH Architects as the architectural firm for the preliminary design of a new single-story training/office building and new laboratory building. Staff have selected a new location for the training/office building that will allow the single-story building with minimal demolition. The architect has completed the schematic design and cost estimate for both the training/office building and laboratory building. An onsite survey was conducted on July 7<sup>th</sup>. SGH Architects is continuing with the final design of both the Office & Training and Laboratory Buildings. *Update: SGH has submitted 50% design plans which include both buildings for staff review and comment in December 2021. This project has been delayed for a year or two to allow other priority projects to proceed and maintain our debt coverage.*

### **Recommendation**

Staff recommends that the Board receive the General Manager's Report for activities during the month of June 2023.

### **Attachments**

[Attachment A Admin Services Report.pdf](#)

[Attachment B NPDES Report for July.pdf](#)

[Attachment C Collection Services Report 2023.pdf](#)

[Attachment D Development Services Report June 2023.pdf](#)

[Attachment E Capital Improvement Program Report July 2023.pdf](#)

[Attachment F Environmental Compliance Summary.pdf](#)



## Administrative Services - Task Summary 2023

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Active Litigation Filed	-	-	-	-	-	-							-
Board Meeting	3	2	3	4	3	3							18
Budget/Finance Committee Meeting	1	-	-	-	1	-							2
Operations Committee Meeting	-	1	-	1	-	1							3
Community Engagement Committee Meeting	1	-	1	-	1	-							3
Employee Anniversaries	1	4	1	1	3	2							12
Employee Promotions	-	-	-	-	-	-							-
Facebook Postings	1	3	-	-	-	1							5
Insurance Claims Initiated	-	-	-	-	-	-							-
Lost Time Work Incidents	-	-	-	-	-	-							-
Media Coverage Items	-	-	-	1	-	-							1
New Hires	-	-	2	-	1	1							4
Press Release	-	-	-	1	-	1							2
Public Records Request	2	1	-	1	-	-							4
Resignations	-	-	1	-	-	-							1
Retirements	-	-	-	-	-	-							-



May 2023	Plant Influent		ASP Effluent			Pond Effluent		
	CBOD (mg/L)	TSS (mg/L)	Monthly Average Flow (MGD)	CBOD (mg/L)	TSS (mg/L)	Monthly Average Pond Effluent Flow (MGD)	CBOD	TSS
1	313	356		13	7			
2								
3								
4								
5								
6								
7								
8	262	310		11	6.2			
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19	410	390		< 5	3			
20								
21								
22	240	256		8.3	3.7			
23								
24								
25								
26								
27								
28								
29								
30	231	358		8.1	3.6			
31			5.87			0.000		
<b>Average</b>	291	334	5.87	9.1	4.7	0.000		
<b>Minimum</b>	231	256	5.87	< 5	3	0.000		
<b>Maximum</b>	410	390	5.87	13	7	0.000		
<b>Exceedences</b>	0	0	0	0	0	0	0	0
<b>Permit LIMITS</b>				25	30		40.0	49.0

Total Plant Discharge (Outfall) Grab								
EColi (MPN/100ml)	Oil and Grease (mg/L)	Copper (ug/L)	Di(2-ethylhexyl)phthalate (ug/L)	Cyanide (total) (ug/L)	Ammonia (total, as N) (mg/L)	Nitrate (as N) (mg/L)	Nitrite (as N) (mg/L)	Total Nitrogen (mg/L)
19.5	2.9	3.3	< 0.5	9.7	0.66	10	< 0.008	12
13.4								
21.6								
43.5				4.3**				
98.8								
30.0*	2.9	3.3	0.5	<4.3	0.66	10	0.008	12
13.4	2.9	3.3	< 0.5	< 4.3	0.66	10	< 0.008	12
98.8	2.9	3.3	< 0.5	9.7	0.66	10	< 0.008	12
0	0	0	0	0	0	0	0	0
126(mo) / 400 (max)	25	9.0	5.9	4.3				

## Collection Services Task Summary Report for 2023

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Customer Service Calls	6	1	3	1	3	N/A							14
F.O.G. Inspection - Completed													-
F.O.G. Inspection - Fail													-
F.O.G. Inspection - Pass													-
Hot spot cleaning (total)*	26	-	-	34	-	-	-				-	-	60
Lift station inspection	19	16	23	18	19	23							118
Manhole inspection	179	159	136	178	251	129							1,032
Sewer line CCTV (feet)	8,060	7,295	N/A	N/A	1,733	14,994							32,082
Sewer line cleaning (feet)	52,372	53,787	58,466	67,147	86,073	69,050							386,895
SSO Response - Cat 1	0	0	0	0	0	0							0
SSO Response - Cat 2	0	0	0	0	0	0							0
SSO Response - Cat 3	0	0	0	0	0	0							0
USA Markings	160	46	45	28	30	44							353
*Note: Hot spot cleaning is performed quarterly													



## VALLEY SANITARY DISTRICT DEVELOPMENT SERVICES REPORT

11-Jul-23

Plan Check in Progress  
Inspection in Progress  
New Project

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Add'l Dwelling Unit - Cebros Residence	83181 Blue Mountain Court	Plans submitted for additional dwelling unit. Plans approved and notified applicant 3/3/21. Permit 3967 7/26/2021	Inspect work improvements as scheduled.
Arroyo Crossing Phase 1 architectural plans	47555 Jefferson Steet/Highway 111	Architectural plans submitted for new apartment complex. Plans approved and notified applicant 12/22/21. Permit 3998 issued 1/6/22.	Inspect work improvements as scheduled.
Arroyo Crossing Phase 1 civil plans	47555 Jefferson Steet/Highway 111	Civil plans submitted for new apartment complex. Plan review completed. Plans approved and returned to applicant 12/22/21. Permit 3998	Inspect work improvements as scheduled.
Arroyo Crossing Phase 2 architectural plans	47777 Jefferson Steet/Highway 111	Architectural plans submitted for new apartment complex. Plans approved and notified applicant 1/21/22 Permit 4005 on 2/7/22.	Inspect work improvements as scheduled.
Arroyo Crossing Phase 2 civil plans	47777 Jefferson Steet/Highway 111	Civil plans submitted for new apartment complex. Plans approved and notified applicant 1/21/22. Permit 1005	Inspect work improvements as scheduled.
Autozone Jackson Street	41850 Jackson Street/aAvenue 42	Plans submitted for plan check. Sewer main relocation. Plans approved 1/21/21. Waiting for engineer to finalize easements docs. Permit 3954 issued 5/13/21.	10% warenty bond in place Reinspect and notice of acceptance Due 1/1/2023
Ave 42 Self Storage	82815 Ave 42/Showcase Blvd	Plans submitted, fee paid. Plans approved and notified applicant 3/2/23. Permit 4110	Waiting for owner to process permit paperwork.
Bliss & Oasis Apts Sewer Improv. Plan	NW Corner of Bliss Ave and Oasis St	Plans submitted for Civil Plans, fee paid with check. Completed 1st plan check and returned to the applicant 12/15/22.	Perform 2nd plan check upon plan resubmittal.
Buzzbox	42625 Jackson Street #112	Plans submitted existng building TI. Completed 1st plan check and returned to the City 2/22/19.	Perform 2nd plan check upon plan resubmittal.
Castro 80501 lot 50	Motorcoach CC 80501 Ave 48 Lot 50	Plans submitted, Permit 4056	Inspect work improvements as scheduled.
Chandi Plaza Building "B" Shell	81-971 Indio Blvd/Avenue 44	Plans submitted for plan check. Completed 1st check and returned to the applicant 10/13/20. Issued permit 3963 on 6/29/21.	Inspect work improvements as scheduled.
Coco Palms Tr 38072-2	South East Corner of Avenue 49 and Jackson St	Plans submitted and plan check fee paid for phase 2 of housing tract. Pending signatures for phase 1 before proceeding	Plans in Queue
CocoFreeze G.I. Tenant Improvement	43905 Clinton St Ste #5	Plans submitted for G.I T.I. and plan check fee paid. Plans approved and notified applicant project ready to permit. Permit #4105 Finaled 6/16/23	No further action required.
COD Child Development Center	45742 Oasis Street	Plans submitted for child development center. Plans approved and notified applicant 1/25/22. Permit 4025 4/21/22	Inspect work improvements as scheduled.
College of the Desert	45524 Oasis Street	Plans submitted for campus expansion. Plan review completed, plan approved and notified applicant 1/25/22. Permit 4026 4/22/22	Inspect work improvements as scheduled.
Community Valley Bank	81701 Hwy 111	Plans Submitted and fee paid for TI Improvement. Emailed Matt Seto for plan pick-up 4/11/23. Permit 4099	Inspect work improvements as scheduled.
Corso Residence	49491 Braley Court	Plans submitted for single family residence. Plans approved and notified applicant 9/2/20. Permit 3931 issued 1/5/21	Inspect work improvements as scheduled.
El Tigre Furniture Store	81691 Hwy 111 - next to El Super	Plans submitted for T.I. Furniture Store	Plans in Queue
EOS Fitness Hwy 111	Highway/Jefferson Street	Plans submitted for construction of new gym facility. Plans approved and notified applicant 4/27/20. Permit 4049	Waiting for Development Agreement and Bonds before owner can process permit paperwork.
Gabino's Creperie	82862 Miles Ave	Plans submitted, fee paid with credit card. Completed 1st plan check and returned to the applicant 9/14/22.	Perform 2nd plan check upon plan resubmittal.
Gallery at Indian Springs	Jefferson St/Westward Ho Drive	Tract is Complete. Warranty Bond received 8/25/2021.	Notice of acceptance after 12 month warranty bond release.
Grease Interceptor T.I. at 82707 Miles (Encore Coffee)	82707 Miles Avenue/ Corner of Miles and Oasis	Plans submitted for Plans and scope of work, fee paid with check. Completed 3rd plan check and notified applicant 3/16/23. Permit # 4095	Inspect work improvements as scheduled.
Hampton Inn Sewer Main Extension	North Wast Corner of Spectrum St and Atlantic Ave	Plans submitted for the extension of a public sewer main for Hampton Inn at Atlantic Ave. Plan check fees paid 7/11/18. Completed 2nd plan check and returned plans to the engineer 8/9/18. Plans approved and returned to enginner 8/27/18. Sewer Finaled 5/12/20.	Waiting for owner to submit Warranty Bond
Handels Ice Cream Shop	42225 Jackson Street/Avenue 42	Plans submitted for new suite TI. 2nd plan check completed and returned to the applicant 8/31/22. Permit 4064	Inspect work improvements as scheduled.
Homes 2 Suites Sewer Improvement Plan	80653 Hwy 111	Plans submitted for Sewer Improvement Plans, plan check fee paid.	Perform 2nd plan check upon resubmission

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
I-10 Monroe Conceptual Site Plans	SE Corner of Monroe and Ave 42	The Palms at Indio Sewer Plans submitted (Fee paid 8/19/22) Approved 6/8/23	Waiting for owner to submit Bonds and Development agreement paperwork.
I-10 Monroe Conceptual Site Plans Pt. 2	SE Corner of Monroe and Ave 42	Plans Submitted and fee paid for Sewer Development. Approved 6/8/23	Waiting for owner to submit Bonds and Development agreement paperwork.
Indian Palms 32	Cochran Drive & Garland Road	Civil plans submitted for public sewer for 32 unit condo complex. 2nd plan check complete. 9/1/21. Plans approved 9/17/21.	Inspect work improvements as scheduled.
Indio Behavioral Health Hospital	81655 JFK Court	Civil plans submitted for new mental health facility. Completed 1st plan check and returned to the engineer 12/2/19. Plans approved 6/24/20. Issued permit 3900 on 8/29/20.	Inspect work improvements as scheduled.
Indio Juvenile Court	47671 Oasis St/ Ave 48	Plans submitted to demo existing juvenile court building and construct new building on the same site. Plans approved, notified applicant project ready to permit 9/30/21. Permit # 4004 1/25/22	Inspect work improvements as scheduled.
Indio Marketplace Architectural	82227 Highway 111/Rubidoux	Plans submitted for mall TI. Completed 2nd check and notified applicant 8/2/22.	Waiting for owner to process permit paperwork.
Indio Marketplace Civil	82227 Highway 111/Rubidoux	Plans submitted for mall TI, Completed second plan check and returned to the applicant 11/12/21.	Waiting for owner to process permit paperwork.
Indio Palms RV	45-755 Commerce Street	Civil plans submitted for Public Sewer & Plan Fee Paid. Plans approved and notified applicant 3/20/23. Permit 4097	Waiting for information to draft Development Agreement
Indio Plaza Sewer Relocation	82126 Hwy 111/Monroe St.	Plans submitted for sewer line and manhole relocation. Plans approved and notified applicant 7/28/22.	Waiting for owner to process permit paperwork.
Indio Public Safety Center	46867 Bristol Street/Dr Carreon	Plans submitted for public safety center. Plans approved and returned to applicant 4/12/22. Permit 4052	Inspect work improvements as scheduled.
Indio Self Storage	81161 Indio Blvd	Plans submitted and fee paid for sewer improvement plans. Completed 2nd plan check and returned to the applicant 6/21/23.	Perform 3rd plan check upon plan resubmittal.
Indio Taphouse TI	82851 & 82867 Miles Ave	Plans submitted for Taproom in Oldtown Indio, fee paid with check. Plans approved and notified applicant 1/26/23. Permit 4083	Inspect work improvements as scheduled.
JB Finish Building	42702 Caspian Street	Plans submitted for new warehouse with office building. Plans approved and notified applicant project ready to permit 5/2/22. Permit 4030 5/3/22. Finaled 6/21/23	No further action required.
Jersey Mike's	42211 Jackson St Ste. 102 / Corner of Ave 42	Plans Submitted and fee paid for Sandwich Restaurant. Plans approved and notified applicant 2/17/23. Permit 4088	Inspect work improvements as scheduled.
John Nobles Apts civil plans	John Nobles Avenue/Rubidoux Street	Plans submitted for on-site private sewer. Completed 1st plan check and returned to applicant 7/12/22.	Perform 2nd plan check upon plan resubmittal.
Kings Castle Taco Architectural	82991 Bliss Avenue	Plans submitted for building TI for taco shop. Completed 2nd plan check. Civil plans submitted for review 7/21/22.	Waiting for owner to process permit paperwork.
Kings Castle Taco Civil Plans	82991 Bliss Avenue	Plans submitted for building TI for taco shop 7/21/22. Plans approved and notified the applicant 9/7/22.	Waiting for owner to process permit paperwork.
Las Plumas/Coco Palm Tract 38072	South East Corner of Avenue 49 and Jackson St	Plans submitted for 173 lot housing tract. Completed first plan check 4/27/21.	Plans are ready to sign after the City of Coachells Signs the Ave 49 sheets
Magical Estates Tenant Spaces	82490 Highway 111/Arabia Street	Plans submitted for tenant suite TI's. Completed 1st plan check and returned to applicant 4/28/22.	Perform 2nd plan check upon plan resubmittal.
Mattress Firm Indio Towne Center	42150 Jackson St	Plans submitted for Retail TI and plan check fee paid. Plans approved and notified applicant project ready to permit 4/28/23. Permit 4104	Inspect work improvements as scheduled.
Motorcoach CC Lot 119	Motorcoach CC 80501 Ave 48 Lot 119	Plans submitted for casita/shade structure. Plans approved and notified applicant project ready to permit 6/22/23	Inspect work improvements as scheduled.
Nelson Chavez Accessory Dwelling Unit	43163 Deglet Noor	Plan submitted for new accessory dwelling unit, Plan approved and notified applicant 8/30/22	Waiting for owner to process permit paperwork.
New ADU for Abdullah Alwishah	46955 Arabia St	Plans submitted for accessory dwelling unit, fee paid with check. Permit 4062	Inspect work improvements as scheduled.
New Century Garage Doors	81740 Highway 111/Granada Dr.	Plans submitted for new sewer lateral connection. Completed 1st plan check and notified applicant 3/2/22.	Perform 2nd plan check upon plan resubmittal.
Octavio Rosales SFD	43645 Saguaro Street/Avenue 44	Plans submitted for new SFD. Completed 2nd plan check and returned to the City 8/26/19. Permit 4014 issued 3/18/22.	Inspect work improvements as scheduled.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 182	Plans submitted for casita addition and storage building. Plans approved and notified applicant 9/30/21	Waiting for owner to process permit paperwork.
Outdoor Resorts Lot 307	80394 Ave 48 Lot 307	Plans submitted for casita addition and outdoor BBQ. Permit 4112	Inspect work improvements as scheduled.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Palmera Apartments	NE Corner of Monroe and Requa	Plans submitted for Sewer Developmet, fee paid. Completed 2nd plan check and returned to the applicant 3/9/23	Perform 3rd plan check upon plan resubmittal.
Paradiso Tract 31815	East of Monroe North of Ave 41	New model homes under construction. Warranty Bond received 3/2/2023.	Notice of acceptance after 12 month warranty bond release.
Paradiso Tract 31815 & 31815-3	East of Monroe North of Ave 41	Plans submitted for new housing tract phases. Completed first plan check 2/25/21. Plans Approved 3/25/21.	10% warrenty bond in place Reinspect and notice of acceptance Due 3/1/2024
Parcel Map 36215	Dr. Carreon west of Van Buren	Civil plans submitted for 1st plan check. Plans approved and returned to the Engineer 1/18/18. Issued permit 3718 on 1/23/18.	Inspect work improvements as scheduled.
Pawley Pool Aquatic Facility	46350 Jackson Street/Date Ave.	Plans submitted for new Aquatic Center on existing public pool site. Project Expired in 2020. Resubmitted 10/25/21. Completed 3rd plan check and returned to the applicant 1/10/23.	Perform 3rd plan check upon plan resubmittal.
Private residence for Cristina Ayon	49115 Ridgeback Ct	Plans submitted, fee paid. Plans approved and notified applicant project ready to permit 12/22/22. Permit 4071 1/12/23	Inspect work improvements as scheduled.
Raising Canes Restaurant	Monroe Street/Showcase Parkway	Plans submitted for new restaurant building. Plans approved and notified the applicant 12/6/22.	Waiting for owner to process permit paperwork.
Ramon Chavez Accessory Dwelling Unit	43737 Oasis St / Ave 44	Plans submitted for plan check. Plans approved and notified applicant 10/13/20. Issued permit 3908 on 10/13/20.	Inspect work improvements as scheduled.
Ranch RV & self Storage	83734 Dr Carreon	Plans submitted, fee paid with check. Completed 2nd plan check and notified applicant 12/14/22. Permit 4090	Inspect work improvements as scheduled.
Residence for Mr and Mrs Job Lopez	49-134 Ridgeback Ct	Plans Submitted and fee paid for private residence. Plans approved and notified applicant 3/16/23. Permit 4093	Inspect work improvements as scheduled.
Ridgeback Ct Family Residence	49128 Ridgeback Ct	Plans submitted for single family residence, plan check fee paid	Plans in Queue
Rosa Rebolgar Accessory Dwelling Unit	81179 Helen Ave/Swingle Ave	Plan submitted for new accessory dwelling unit. Project built, notified applicant project ready to permit 6/22/23.	Waiting for owner to process permit paperwork.
Showcase Indio Pad 4 Shell	42225 Jackson Street/Avenue 42	Plans submitted for new retail shell buidling. Plans approved and notified applicant 7/26/22. Permit 4055	Inspect work improvements as scheduled.
Solis Barber Shop	84119 Indio Blvd	Plans submitted for barber shop. Plans approved and notified applicant 2/18/22. Permit 4009 3/2/22	Inspect work improvements as scheduled.
Sunburst RV Storage	43250 Sunburst Street/Oleander Avenue	Plans submitted for new RV storage facility. Completed 1st check and notified applicant 3/21/22. Permit 4020 4/7/22	Inspect work improvements as scheduled.
Tarra Lago 32341-12	North of Avenue 44 & East of Harrison	First Plan Complete 12/16/20. Plans Approved 2/19/21. Maintenance Bond in place 8/16/22.	10% warrenty bond in place Reinspect and notice of acceptance Due 8/16/2023
Terra Lago Four Seasons Tract 32287	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Plans Approved 4/26/21.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32288-1	North of Via Terra Lago and East of Golf Center Pkwy	Civil plans submitted for Public Sewer. 1st plan check complete and returned redlines 11/24/21 2nd plan check complete 1/18/22.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32288-F	North of Via Terra Lago and East of Golf Center Pkwy	Civil plans submitted for Public Sewer. 1st plan check complete and returned redlines 3/29/22 Aproved 7/1/23	Waiting for owner to submit Bonds and Development agreement paperwork.
Terra Lago Four Seasons Tract 32288-F	North of Via Terra Lago and East of Golf Center Pkwy	Civil plans submitted for Public Sewer. Plans Approved 7/1/22	Waiting for information to draft Deveopment Agreement
Terra Lago Four Seasons Tract 32341-F	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Completed 1st plan check and notified applicant 5/1/20. Plans Approved 8/15/20. Maintenance Bond in place 8/16/22	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32462-2	North of Avenue 44 & East of Harrison	Plans approved from previous developer. Development agreement has been recorded. Bonds have been submitted. Construction work is in progress.	Inspect work improvements as scheduled.
Texas Roadhouse Restaurant	42790 Jackson Street	Plans submitted for Steakhouse, fee paid with check. Plans approved and notified the applicant 2/9/23. Permit 4092 3/7/23	Inspect work improvements as scheduled.
The Daily Grind Coffee - TI	45810 Fargo Street/Hwy 111	Plans submitted for tenant TI. Plans approved and returned to the City 1/24/18. Issued permit 3737 on 3/9/18. Finaled 6/21/23	No further action required.
Tim & Lois Eklund Site 105	Motorcoach CC 80501 Ave 48 Lot 105	Plans submitted, Permit 4068	Inspect work improvements as scheduled.
Timothy Venable Project	84221 Corregidor Avenue/Bataan Street	Plans submitted for connection of SFD to sewer lateral. Plan approved and notified applicant 5/3/22. Permit 4042 6/21/22	Inspect work improvements as scheduled.
Tower Market #965	Intersection Monroe Street/Dr Carreon	Plans submitted for Convenient Store/Gas Station, fee paid with check. Plans approved nd notified applicant project ready to permit 6/5/23. Permit 4111 6/9/2023	Inspect work improvements as scheduled.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Tower Market #965 Architectural	Intersection Monroe Street/Dr Carreon	Plans Submitted and fee paid for architectural plans for a gas station. Plans approved and notified applicant project ready to permit 6/5/23. Permit 4111 6/9/2023	Inspect work improvements as scheduled.
Woodsprings Suites Ext Stay Hotel	42-425 Jackson St.	Civil plans submitted for Public Sewer & Plan Fee Paid. Plans approved 2/14/23 and notified applicant	Waiting for owner to process permit paperwork.
	June	Fiscal Year	
New Projects	6	30	
Projects Permitted	1	24	
Projects Finaled	3	24	

**Monthly Capital Improvement Project Update - July 2023**

<b>Project Title</b>	<b>Project Description</b>	<b>Current Status</b>	<b>Fiscal Year Budget</b>	<b>Total Spent to Date</b>
Westward Ho Sewer Siphon Replacement Design and Construction	Due to the February 2019 rain event, the existing VSD sewer siphon that crosses the CVWD storm channel at Westward Ho Drive became exposed and was damaged. In order to prevent this from happening again in the future, Carollo Engineers is currently working with VSD on the final design of a new sewer that is to be constructed well below the new channel scour depth. The design being proposed would utilize horizontal directional drilling to create a new sewer siphon alignment under the channel and adjacent to the original siphon. Permit processing with at least CVWD and possibly other regulatory agencies may extend the design/permit period. Some or possibly all the project costs will be reimbursed by FEMA / CalOES. Permitted Plans have been signed by CVWD. Staff is currently filing an encroachment permit license application as required by CVWD for the permanent pipeline crossing of the channel. Once the contractor is selected, they will file for a construction permit and the encroachment permit will be processed. The CEQA documentation for this project has been completed.	This project is currently being held up by FEMA. VSD needs FEMA approval before proceeding with bidding and construction.	\$5,102,000.00	\$29,924.50
Collections System Rehabilitation Projects	Harris & Associates is assisting the District in creating a 10-year rehabilitation and replacement program for the collections system. The purpose of this project is to repair, rehabilitate, replace and/or realign aging or defective pipelines and/or segments projected to reach capacity within the foreseeable future. Harris and the District have assigned a rating and priority to all of the pipes in the collection system and are splitting them up into projects for each fiscal year. The first project for this fiscal year will consist of the rehabilitation of approximately 2,300 feet of sewer located in Indio Boulevard and underneath the railroad near Cabazon Avenue using cured in place lining. The second project will consist of hiring a contractor to perform CCTV inspections of all pipes within the District that cannot be surveyed by collections staff due to high flows or pipe diameter. The third project is the downtown Indio rehabilitation and repair project. This project is being done to rehabilitate and replace deficient sewer mains in the streets and allies of the downtown area.	The Board has awarded the Downtown Indio Rehabilitation Project to GRBICON. Most of the cured in place pipe rehabilitation has been completed. The contractor is currently working on the open cut and point repair work in the downtown area. Harris is currently working on the rehabilitation plans for the Calhoun lift station.	\$4,895,007.00	\$379,999.48
Reclaimed Water Project Phase 1	The contract for this project was awarded to Schneider Electric / Stantec. The project design cost is \$2,200,000 and project schedule is approximately 460 days. Construction costs will be determined during the design phase and will be awarded to Schneider Electric / Stantec upon approval of the Board. The Reclaimed Water Project – Phase 1 will replace an aging and capacity restricting grit chamber and provide redundancy by adding a second digester and expanding the bar screens. This project will also include adding a biofilter, and a sludge thickener unit.	100% design plans have been approved by staff. ECM #3 (the Rotary Screw Thickeners) is at the 60% design level. The Guaranteed Maximum Price (GMP) has been approved by the Board. Leighton was awarded the contract for specialty testing and inspection services. Walsh is currently working on constructing a new grit chamber and digester.	\$17,763,656.00	\$ 17,329,963.59
Influent Pump Station Rehabilitation	Stantec is assisting the District as an Owner’s Representative and DCI / Dudek are acting as the design-build team for this project. The influent pump station structure is showing significant signs of deterioration. Proposed improvements to the pump station include: bypass of the pump station for inspection and repair, repair/replacement of leaking and broken gates, repair of interior concrete coating, installation of new valves for proper isolation/drainage, installation of a new jockey pump in the empty pump bay.	The new VFD has been installed for Pump #3 and the pump has been installed tested in the pump station. However, the pump is having issues with rattling and vortexing. The contractor is currently working on developing a solution to address these issues.	\$3,300,000.00	\$2,743,238.50

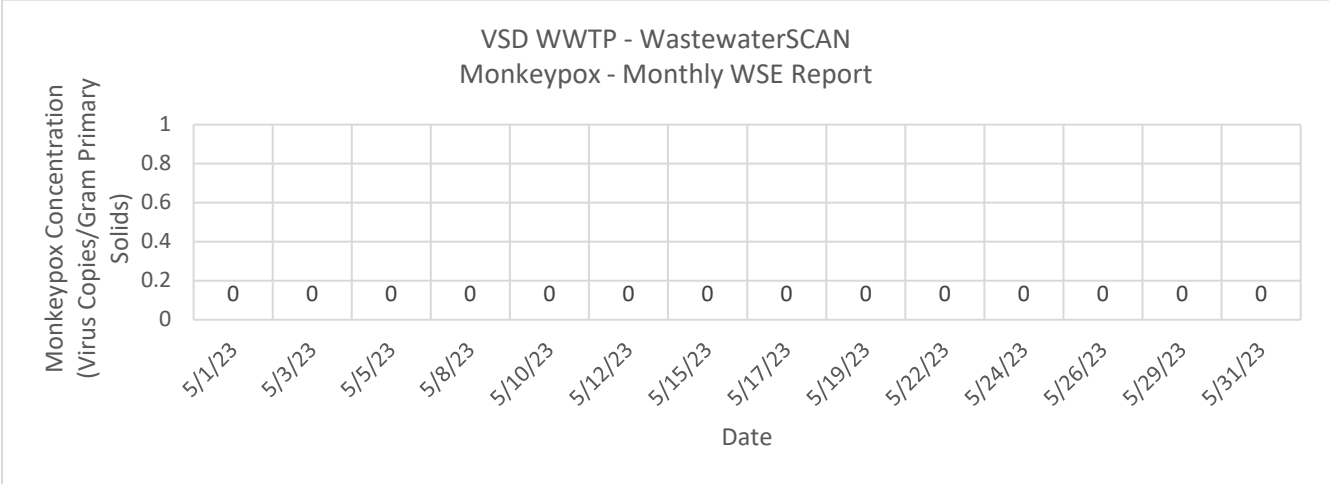
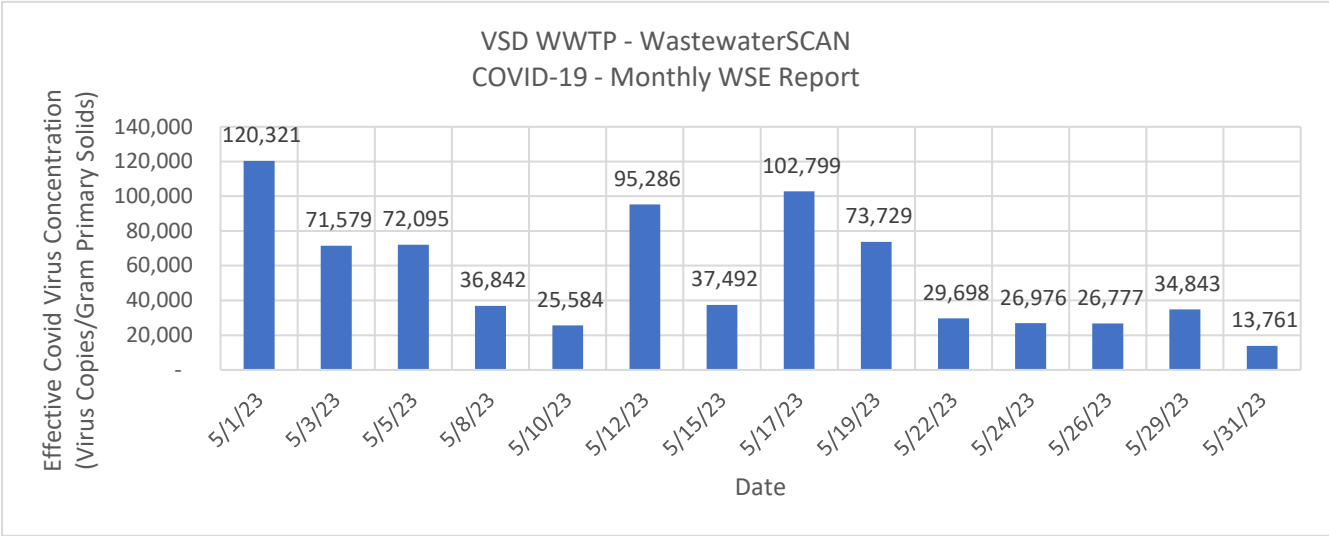
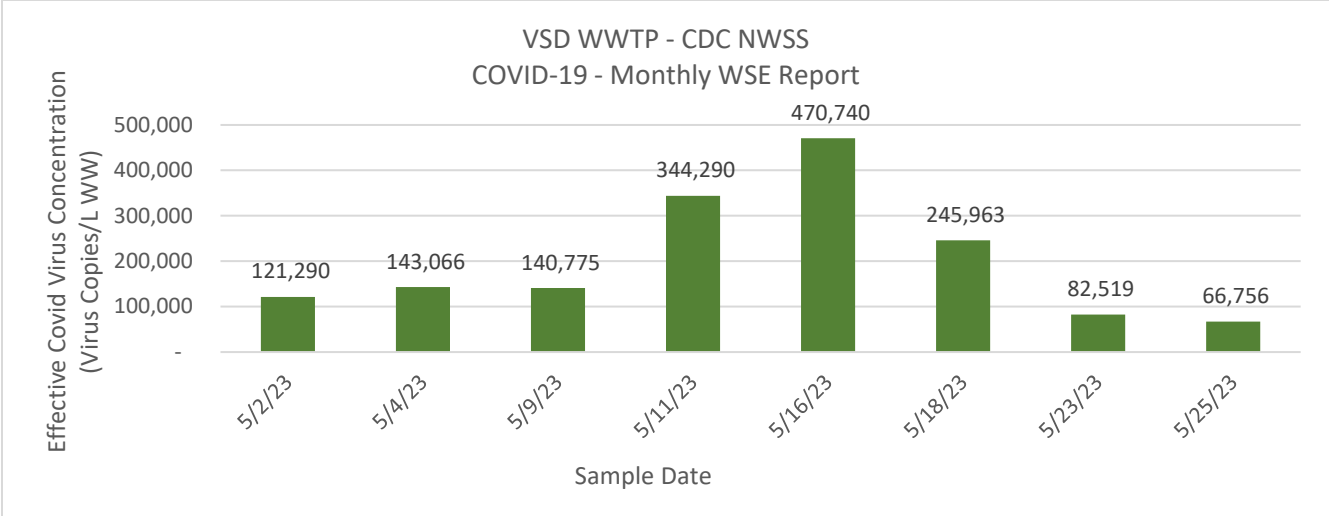


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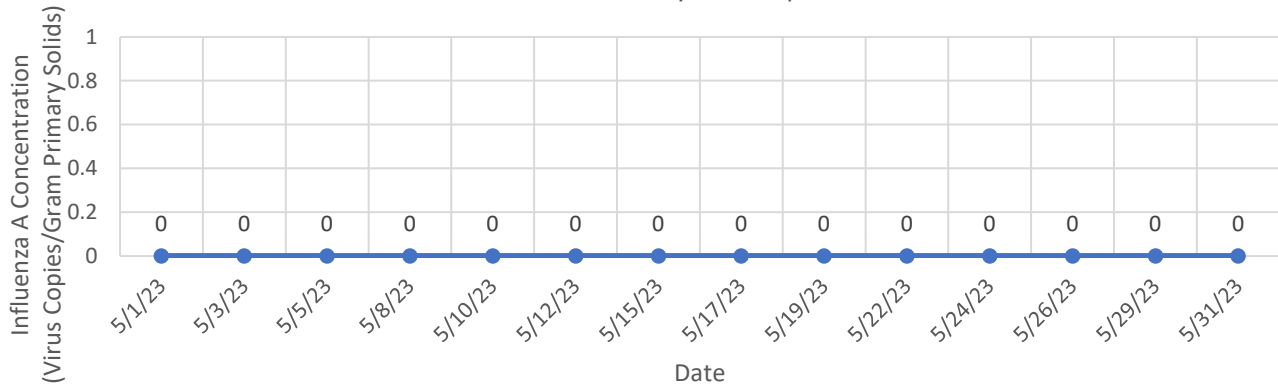
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Steel WaterLine Replacement	The above ground piping in the aeration basins is in need of repair. The steel waterline adjacent to the aeration basins was old and prone to leaks and the lines supplying the froth sprayers are also aging and in need of additional valves and updated sizing. Phase 1 of the project replaced the steel waterline and added in necessary valves as requested by operations staff. Phase 2 of the project will replace all the froth sprayer piping and add in additional valves for future connection.	The contractor has mobilized onsite and is currently installing PVC piping at the south end of the project.	\$350,000.00	\$43,884.77
New Training and Office Building and Laboratory Building	•WSD has chosen SGH Architects as the architectural firm for the preliminary design of a new single-story training/office building and new laboratory building. Staff have selected a new location for the training/office building that will allow the single-story building with minimal demolition. The architect has completed the schematic design and cost estimate for both the training/office building and laboratory building. An onsite survey was conducted on July 7th. SGH Architects is continuing with the final design of both the Office & Training and Laboratory Buildings. SGH has submitted 50% design plans which include both buildings for staff review and comment in December 2021.	This project has been delayed for a year or two to allow other priority projects to proceed and maintain our debt coverage.	\$0.00	\$0.00
Additional Parking and Landscaping	The District is need of additional parking for employees and customers. Staff proposes to remove the lawn at the front of the property and replace it with parking and drought tolerant landscaping.	A preliminary design of the Project has been completed. In que for the next steps.	\$0.00	\$0.00

## Environmental Compliance Summary Report for 2023

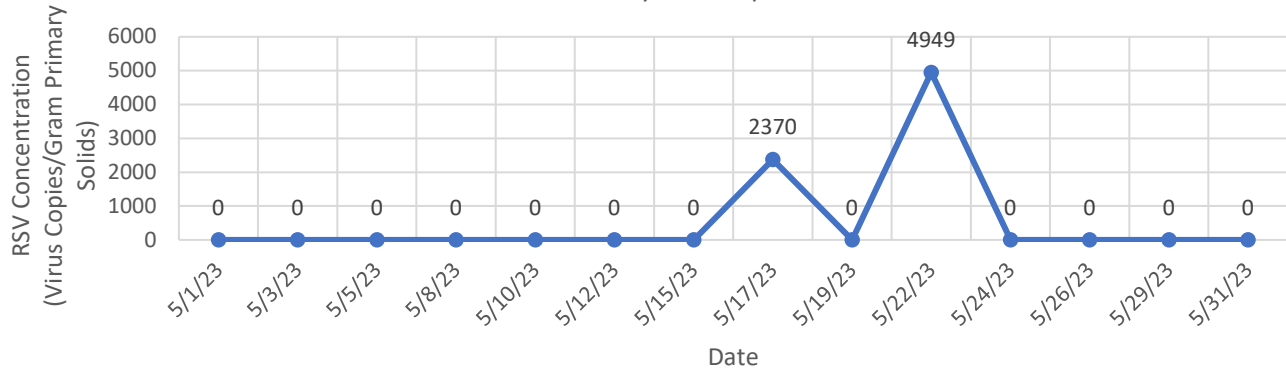
Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
<b>Pretreatment</b>													
Customer Service Calls	11	10	2										23
Commercial Approval Letters	4	3	1										8
Change of Ownership Inspection	3												3
SIU Permit Compliance	3	3	3	3									12
FOG-FSE Inspections Completed	22	14	12	6	1								55
Commercial Inspections Completed	4	5	1	1									11
Environmental & Collections investigations	3	4											7
SMR/Pump Ticket Processed					13								
Failed Inspections or NOV													0
<b>Total # of Inspections</b>	<b>32</b>	<b>26</b>	<b>16</b>	<b>10</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>85</b>
<b>Laboratory</b>													
# of Collected Samples	266	266	327	255	296								1,410
# of Tests (Analyses)	548	537	618	514	574								2,791
# of Samples sent to Contract Labs	40	41	36	32	55								204
# of Contracted Tests (Analyses)	73	142	62	63	149								489
% of Samples performed In-House	85.0%	84.6%	89.0%	87.5%	81.4%								85.5%



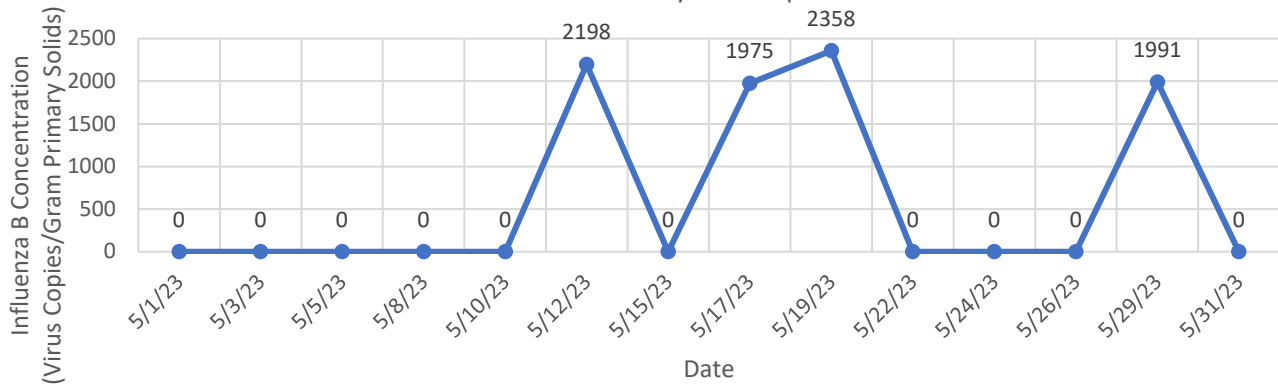
VSD WWTP - WastewaterSCAN  
Influenza A - Monthly WSE Report



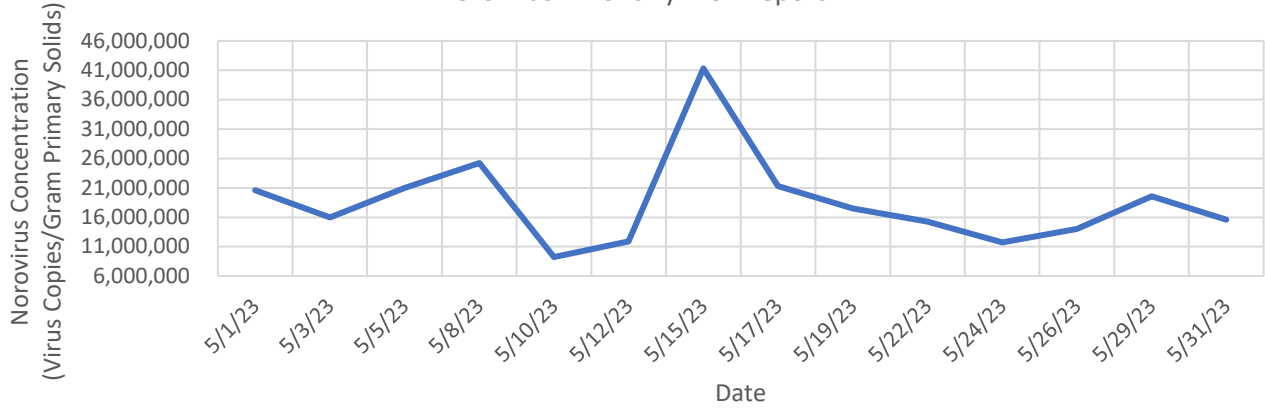
VSD WWTP - WastewaterSCAN  
RSV - Monthly WSE Report



VSD WWTP - WastewaterSCAN  
Influenza B - Monthly WSE Report



VSD WWTP - WastewaterSCAN  
Norovirus - Monthly WSE Report



VSD WWTP - WastewaterSCAN  
Human Metapneumovirus - Monthly WSE Report

