



Tuesday, August 22, 2023 at 1:00 PM
Valley Sanitary District Board Room
45500 Van Buren Street, Indio, CA 92201

**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/88141671080>
Meeting ID: 881 4167 1080

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 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. 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. **AUGUST EMPLOYEE ANNIVERSARIES**
 - *Branden Rodriguez, Administrative Assistant - 5 years*
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 July 25, 2023](#)

Recommendation: Approve

6.2 [Approve Warrants for August 22, 2023](#)

Recommendation: Approve

6.3 [Monthly Financial Report for Period Ending July 31, 2023](#)

Recommendation: Approve

6.4 [Receive and File Credit Card Report for July 31, 2023](#)

Recommendation: Approve

6.5 [Quarterly Investment Report for the Period Ending June 30, 2023](#)

Recommendation: Approve

6.6 [Acceptance for the Grant of Easement for sewer main purposes.](#)

Recommendation: Approve

7. NON-HEARING ITEMS

7.1 [State Legislative Update by Eric O'Donnell with Townsend Public Affairs, Inc.](#)

Recommendation: Discuss

7.2 [Authorize the Purchase of Floway Pump Assembly in an Amount Not to Exceed \\$129,728](#)

Recommendation: Approve

7.3 [Authorize the General Manager to Execute a Professional Service Agreement for SCADA and PLC Maintenance in the amount not to exceed \\$44,358](#)

Recommendation: Approve

7.4 [Authorize General Manager to Negotiate and Execute a 6-Year Contract with Willdan Financial Services to Provide Administration Services for Assessment District No. 2004-VSD in an Amount not to Exceed \\$58,650](#)

Recommendation: Approve

7.5 [Receive and File CalPERS Health Plan Rates Effective January 1, 2024](#)

Recommendation: Review

7.6 [Review and Provide Direction Regarding the Valley Sanitary District Investment Policy](#)

Recommendation: Discussion

7.7 [Recycled Water Project Update](#)

Recommendation: Discuss

8. GENERAL MANAGER'S REPORT

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

Recommendation: Review

9. COMMITTEE REPORTS

9.1 [Draft Minutes of the East Valley Reclamation Authority Meeting - August 15, 2023](#)

Recommendation: Discuss

10. DIRECTOR'S ITEMS

11. INFORMATIONAL ITEMS

11.1 [Letter of Intent for EPA-G2023-ORD-F1, National Priorities: Evaluation of Antimicrobial Resistance in Wastewater and Sewage Sludge Treatment and its Impact on the Environment](#)

Recommendation: Review

12. ADJOURNMENT

POSTED August 17, 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: August 22, 2023
TO: Board of Directors
FROM: Holly Gould, Clerk of the Board
SUBJECT: Approve the Minutes for the Board of Directors Regular Meeting held July 25, 2023

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

None

Environmental Review

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

Background

The meeting minutes for the Board of Directors Regular Meeting held July 25, 2023.

Recommendation

Approve

Attachments

[25 Jul 2023 Meeting Minutes.edited.docx](#)

**VALLEY SANITARY DISTRICT
MINUTES OF REGULAR BOARD MEETING**

July 25, 2023

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held on Tuesday, July 25, 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; Jeanette Juarez, Chief Administrative Officer; Dave Commons, Chief Operating Officer; Holly Gould, Clerk of the Board; and Craig Hayes, 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 July 11, 2023

5.2 Approve Warrants for July 25, 2023

5.3 Monthly Financial Report for Period Ending June 30, 2023

5.4 Receive and File Credit Card Report for June 30, 2023

5.5 Designate Identified Items as Surplus Equipment and Authorize Disposition as Appropriate

Jeanette Juarez, Chief Administrative Officer, reported on the June 30, 2023 monthly financial report.

ACTION TAKEN:

1

Board Meeting of July 25, 2023

Approved:

MOTION: Director Teague motioned to approve the consent calendar as presented. 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. 2023-3320

6. PUBLIC HEARING

6.1 Adopt Resolution No. 2023-1185 Declaring Certain Accounts to be Delinquent and Directing the Placement of These Accounts on the County Property Tax Roll for Collection

President Canero asked Jason Dafforn, General Manager, to summarize the actions leading up to the Public Hearing. Mr. Dafforn stated that Pursuant to Government Code Section 6062a, a notice has been given of the Public Hearing regarding the Resolution 2023-1185 Determining Certain Accounts to be Delinquent and Directing the Placement of these accounts on the County Property Tax Roll for Collection. The Property Owners were directly mailed a Notice of the Public Hearing, and a Notice of Public Hearing was duly published in The Desert Sun on June 29, 2023, and July 6, 2023. President Canero read the procedures to be followed during the hearing and asked Mr. Dafforn to summarize any written communications regarding the public hearing. Mr. Dafforn informed the Board that there were none. President Canero declared the Public Hearing open at 1:07 p.m. and asked Mr. Dafforn to give a brief staff report followed by any public testimony. Jeanette Juarez, Chief Administrative Officer, reported three delinquent accounts to be placed on the County Property Tax Rolls for a total of \$295.07. Being no comments from the public, President Canero declared the Public Hearing closed at 1:09 p.m.

“A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY DISTRICT DETERMINING CERTAIN ACCOUNTS TO BE DELINQUENT AND DIRECTING THE PLACEMENT OF THESE ACCOUNTS ON THE COUNTY PROPERTY TAX ROLL FOR COLLECTION.”

ACTION TAKEN:

MOTION: Secretary/Treasurer Sear motioned to approve Resolution No. 2023-1185 declaring certain accounts to be delinquent and directing the placement of these accounts on the County Property Tax Roll for collection. Director Teague seconded the motion. Motion carried by the following roll call vote:
AYES: Barnum, Canero, Duran, Sear, Teague
NOES: None
RESOLUTION NO. 2023-1185

7. NON-HEARING ITEMS

7.1 Authorize Specific Directors to Attend the California Special Districts Association (CSDA) 2023 Annual Conference in Monterey, California, and Reimburse Related Expenses

Staff recommends that the Board of Directors authorize President Debra Canero, Vice President Mike Duran, Secretary/Treasurer Sear, and Director Jacky Barnum to attend the CSDA 2023 Annual Conference on August 28-31, 2023, in Monterey, California, and the reimbursement of related expenses. The conference will include various breakout sessions covering the latest district technology, management playbooks, and legal trends. The conference offers opportunities to develop partnerships and discover new products and services.

ACTION TAKEN:

MOTION:

Vice President Duran motioned to authorize specific Directors to attend the California Special Districts Association (CSDA) 2023 Annual Conference in Monterey and reimburse related expenses. Director Barnum seconded the motion.

Motion carried by the following roll call vote:

AYES: Barnum, Canero, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2023-3321

7.2 Approve Sponsorship Opportunity to the California Association of Sanitation Agencies (CASA) Education Foundation

Recognizing the need to recruit new professionals into the industry, CASA members encouraged the association to establish the CASA Education Foundation, a non-profit 501(c)(3) organization committed to raising money and offering competitive scholarships to support undergraduate students seeking degrees connected to working at a local public wastewater facility. Through scholarships, students can focus on their studies in engineering, natural resources, public administration, wastewater operations, and other areas in the clean water sector. The District will benefit from this sponsorship through increased brand exposure and creating awareness of wastewater education and future career opportunities.

ACTION TAKEN:

MOTION:

Vice President Duran motioned to approve a sponsorship opportunity to the California Association of Sanitation Agencies (CASA) Education Foundation for \$5,000. Secretary/Treasurer Sear seconded the motion. Motion carried by the following roll call vote:

AYES: Barnum, Canero, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2023-3322

7.3 Adopt Resolution 2023-1186 Amending Employee Wages & Benefits Effective July 1, 2023, and Rescind Resolution 2023-1178

At the May 23, 2023, meeting, the Board of Directors adopted Resolution 2023-1178 amending the wages and benefits for District employees effective July 1, 2023. Due to an oversight, Section 11 Standby Pay was not updated to include the board-approved Cost of Living Adjustment (COLA). This

resolution corrects the oversight and updates the standby special assignment pay as follows: \$46.23 per weekday and \$91.38 per Saturday, Sunday, and District observed holidays. In Section 4, CalPERS updated the employee contribution to CalPERS for the "Classic" employees to 8.000%. The original projected value was 7.960% per the CalPERS Actuarial Valuation report.

“A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY DISTRICT AMENDING EMPLOYEE WAGES & BENEFITS EFFECTIVE JULY 1, 2023, AND RESCINDING RESOLUTION 2023-1178”

ACTION TAKEN:

MOTION: Vice President Duran motioned to adopt Resolution 2023-1186, amending employee wages & benefits effective July 1, 2023, and rescind Resolution 2023-1178. Director Barnum seconded the motion. Motion carried by the following roll call vote:

AYES: Barnum, Canero, Duran, Sear, Teague

NOES: None

RESOLUTION NO. 2023-1186

8. GENERAL MANAGER’S ITEMS

Jason Dafforn, General Manager, stated there were no items for the Operations Committee meeting scheduled for August 1, 2023, and he would like to cancel the meeting. He also stated the board meeting scheduled for August 8, 2023, falls on the travel day for the CASA Conference and recommends the Board cancel the meeting due to the majority of the Directors attending the conference. Senator Alex Padilla's office will visit the District on August 3 for a site tour. Mr. Dafforn thanked Vice President Duran for the information he provided on community events.

9. COMMITTEE REPORTS

9.1 Draft Minutes of the Community Engagement Committee Meeting – July 18, 2023

Chairperson Scott Sear reported on the Community Engagement meeting held on July 18, 2023. The committee discussed the 100-year celebration, including an open house event. They also discussed releasing an RFP for public relations services, ideas for honoring Director Teague and possibly creating a youth advisory board. Vice President Duran suggested hiring an event coordinator for the 100-year celebration event.

10. DIRECTOR’S ITEMS

President Canero commented on the Employee Recognition Luncheon. Three Directors attended. She stated it was an enjoyable and creative event and was impressed at the number of staff achievements celebrated for 2022/23.

11. INFORMATIONAL ITEMS

Twelve employees will attend the Tri-State Seminar in Las Vegas, NV, on August 7-10, 2023.

12. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 1:39 p.m. The next regular Board meeting will be on August 22, 2023.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Approve Warrants for August 22, 2023

Suggested Action

Approve

Strategic Plan Compliance

GOAL 5: Long-Term Financial Strength

Fiscal Impact

The total charges incurred for the warrants from July 18, 2023, through August 14, 2023, are \$1,495,077.83.

Environmental Review

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

Background

The attached warrants list shows all disbursements from July 18, 2023, through August 14, 2023.

Recommendation

Staff recommends that the Board of Directors approve the warrants for August 22, 2023.

Attachments

[Warrants for August 22, 2023.pdf](#)

DISBURSEMENTS
Approved at the Board Meeting of
August 22, 2023

| | | |
|--|--|--------------|
| 41754 Cintas Corp | Uniforms, mats, towels etc - 07/07/2023 | \$567.50 |
| 41754 Cintas Corp | Uniforms, mats, towels etc - 07/13/2023 | \$532.35 |
| 41755 Coachella Valley Water District | Cost share of CVRWGM FY 2022-2023 | \$12,046.88 |
| 41756 Desert Arc | Landscaping - July 2023 | \$840.00 |
| 41757 Desert Hose & Supply | Ball valves | \$59.42 |
| 41757 Desert Hose & Supply | Plug socket | \$5.92 |
| 41758 Facilities Protection Systems | Troubleshoot system, system sensor | \$700.77 |
| 41759 Haaker Equipment Company | Swivel, shoe, hose reel | \$1,800.57 |
| 41760 Israel Garcia | CWEA hotel reimbursement | \$198.42 |
| 41761 Liebert Cassidy Whitmore | ERC membership w/ premium library subscription - FY 23/24 | \$6,110.00 |
| 41762 Linde Gas & Equipment Inc. | Tank rental - July 2023 | \$152.92 |
| 41763 Motion Industries, Inc. | Drive belts | \$145.17 |
| 41763 Motion Industries, Inc. | Skirtboard sheet rubber | \$256.11 |
| 41763 Motion Industries, Inc. | Raptor element | \$1,096.49 |
| 41763 Motion Industries, Inc. | Blower room parts | \$906.46 |
| 41764 Southwest Networks, Inc. | Lenovo server for server room | \$25,558.43 |
| 41764 Southwest Networks, Inc. | Mobile device management - CY Q3 2023 | \$15.00 |
| 41764 Southwest Networks, Inc. | Guardian BDR Storage - August 2023 | \$699.00 |
| 41765 Thomas Scientific | Colony counter 110v | \$1,444.96 |
| 41766 Underground Service Alert | Board fee - July 2023 | \$58.38 |
| 41766 Underground Service Alert | Dig alerts - July 2023 | \$237.50 |
| 41767 Univar Solutions | Ferric chloride - 07/17/2023 | \$2,985.19 |
| 41768 USA Blue Book | Single use BOD standad 24 vials | \$157.18 |
| 41768 USA Blue Book | Intellical lbood probe | \$1,664.27 |
| 41769 Valley Office Equipment, Inc | Sharp copier maint - 06/13/2023-07/12/2023 | \$118.77 |
| 41770 Beck Oil, Inc. | Shell turbo oil T100 | \$268.94 |
| 41771 Cintas Corp | Uniforms, mats, towels, etc - 7/20/2023 | \$530.02 |
| 41772 Consolidated Electrical Distributors, Inc. | Starter 600VAC, thermal Unit | \$704.83 |
| 41773 Desert Hose & Supply | Ravel gloves, astro gloves | \$134.96 |
| 41774 E.S. Babcock & Sons, Inc. | Boisolds class b testing - 07/28/2023 | \$235.90 |
| 41774 E.S. Babcock & Sons, Inc. | Monthly samples - 07/27/2023 | \$169.86 |
| 41775 Fulton Distributing Co. | Janitorial supplies | \$1,934.67 |
| 41776 G3 Engineering, Inc | Top line shaft, 416SS | \$2,512.62 |
| 41777 Hach Company | LDO model 2 kit sensor cap replacement | \$1,552.95 |
| 41777 Hach Company | LDO model 2 probe assembly Hach | \$3,288.60 |
| 41778 Mario Luna | Lab analyst grade 2 cert reimbursement | \$200.00 |
| 41779 Master's Refreshment Services LLC | Water delivery - 07/24/2023 | \$399.50 |
| 41780 McMaster-Carr Supply Co. | Steel drill bits uncoated | \$410.16 |
| 41781 Motion Industries, Inc. | Electric motors X00081 | \$695.27 |
| 41781 Motion Industries, Inc. | Shaped seal, parker o ring, drive bushing | \$3,084.90 |
| 41781 Motion Industries, Inc. | N14 Nuts, washer, v ring (v ring returned cm CA08-00036990) | \$160.17 |
| 41782 Paloma Air Conditioning | Install 7.5 Ton trane package unit | \$16,650.00 |
| 41783 Promium, LLC | LIMS install services | \$21,306.00 |
| 41784 Quinn Company | Perform PM5 Generator #3 | \$1,650.00 |
| 41784 Quinn Company | PM5 on Generator #4 | \$2,350.00 |
| 41784 Quinn Company | Perform PM2 on Gen #4 | \$1,956.84 |
| 41784 Quinn Company | Perform PM5 gen #2 | \$2,626.10 |
| 41784 Quinn Company | Perform PM2 Gen #2 | \$2,493.92 |
| 41785 Southwest Networks, Inc. | POE switch for Trailer | \$912.42 |
| 41786 Superior Truck & Auto LLC | 1/2 quick connect fittings, 1/2 air line | \$337.00 |
| 41787 United Way of the Desert | PR 07/07/2023 - 07/20/2023 PD 07/28/2023 | \$20.00 |
| 41788 Univar Solutions | Sodium hypo - 07/24/2023 | \$13,054.23 |
| 41788 Univar Solutions | Sodium hypo - 07/17/2023 | \$13,955.12 |
| 41789 USA Blue Book | Hach mixed parameter std, postassium hydroxide pellets | \$124.01 |
| 41789 USA Blue Book | Circular chart paper | \$144.92 |
| 41790 Walters Wholesale Electric | Mall coat LB body, coated nipple, pvc-ct c body | \$891.19 |
| 41790 Walters Wholesale Electric | Liq-lite conn, bell end elbow, die cast chase nipple, ko hub | \$907.55 |
| 202307234 Paychex - Tax | PR 07/07/2023 - 07/20/2023 PD 07/28/2023 | \$47,191.59 |
| 202307236 Nationwide Retirement Solution | PR 07/07/2023 - 07/20/2023 PD 07/28/2023 | \$1,975.00 |
| 202307261 Colonial Life | PR 06/23/2023 - 07/06/2023 PD 07/14/2023 | \$1,057.73 |
| 202307261 Colonial Life | PR 07/07/2023 - 07/20/2023 PD 07/28/2023 | \$1,057.73 |
| 202307271 Bank of New York Trust Co. (A.D. 4) | VSDAD2004 Loan repayment | \$505,229.03 |
| 202307272 FedEx | Shipping services - 07/11/2023 | \$407.97 |
| 202307273 Grainger | Cable wire squeeze bottle, spray adhesive, screwdriver set | \$136.33 |
| 202307273 Grainger | Hole punch kit | \$356.22 |
| 202307273 Grainger | Hex reducing bushing | \$31.60 |
| 202307273 Grainger | Packing cutter | \$93.22 |
| 202307273 Grainger | Wire mesh, combo padlock | \$75.96 |
| 202307273 Grainger | Packing extractor set A | \$132.71 |
| 202307281 Paychex - Direct Deposit | PR 07/07/2023 - 07/20/2023 PD 07/28/2023 | \$97,376.79 |
| 202307282 Paychex - Garnishment | PR 07/07/2023 - 07/20/2023 PD 07/28/2023 | \$360.46 |
| 202307283 Paychex - Fee | PR 07/07/2023 - 07/20/2023 PD 07/28/2023 | \$203.17 |
| 202307285 Empower (formerly Mass Mutual) | PR 07/07/2023 - 07/20/2023 PD 07/28/2023 | \$10.00 |
| 202307286 Mission Square (formerly ICMARC / Vantage Point) | PR 07/07/2023 - 07/20/2023 PD 07/28/2023 | \$1,470.00 |
| 202307287 CalPERS 457 | PR 07/07/2023 - 07/20/2023 PD 07/28/2023 | \$870.00 |
| 202307288 CalPERS Retirement | PR 07/07/2023 - 07/20/2023 PD 07/28/2023 | \$26,973.93 |
| 202308011 Domino Solar LTD | Electricity - June 2023 | \$11,008.09 |
| 202308012 Standard Insurance Company | Disability and life insurance - August 2023 | \$1,799.25 |
| 202308013 De Lage Landen Financial Services, Inc | Lease payment sharp copier - July 2023 | \$212.07 |

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|-----------|--|--|----------------|
| 202308021 | Imperial Irrigation District | Electricity - June 2023 | \$61,324.50 |
| 202308041 | Verizon Wireless | Cell service - July 2023 | \$2,216.32 |
| 202308071 | Indio Water Authority | Water - June 2023 | \$1,790.14 |
| 41791 | Calif. Assoc. of Sanitation Agencies | One time Donation - clean water community | \$5,000.00 |
| 41792 | Charter Communications | Spectrum internet spectrum voice 7/26/2023-08/01/2023 | \$1,155.90 |
| 41793 | Cintas Corp | Electrolyte drinks | \$697.20 |
| 41794 | NSI Lab Solutions, LLC | Concentrate snips crm gga | \$277.00 |
| 41795 | Soffa Electric Inc | Emergency Scada alarm service | \$1,744.00 |
| 41795 | Soffa Electric Inc | New Scada server replacement and integration | \$1,949.00 |
| 41796 | Stotz Equipment | Harness assembly | \$23.19 |
| 41797 | Best, Best & Krieger | General legal - July 2023 | \$4,921.80 |
| 41797 | Best, Best & Krieger | Labor issues - July 2023 | \$532.00 |
| 41798 | California Chemical | Sodium hypochlorite delivery - 08/01/2023 | \$12,325.85 |
| 41799 | Caltest Analytical Laboratory | Quarterly samples | \$338.80 |
| 41799 | Caltest Analytical Laboratory | Monthly samples - August 2023 | \$1,113.40 |
| 41800 | Carollo Engineering, Inc | EVRA services - July 2023 | \$34,330.25 |
| 41801 | Cintas Corp | Uniforms, mats, towels, etc - 07/27/2023 | \$536.59 |
| 41802 | Coachella Valley Water District | Cost share CV SNMP Update - FY 2022-2023 | \$14,703.89 |
| 41803 | Desert Arc | Janitorial -- July 2023 | \$3,500.36 |
| 41803 | Desert Arc | August 2023 landscaping services | \$840.00 |
| 41804 | Desert Sewer Supply, Inc. | T handle aluminum gripper | \$819.86 |
| 41805 | Diamond Environmental Services, LP | Portable restroom rental - 08/07/2023-09/03/2023 | \$260.48 |
| 41806 | Ferguson Enterprises #1350 | Gas pipe thread tape, strut clamp | \$44.95 |
| 41807 | Geotab USA, Inc | Vehicle telemetrics - July 2023 | \$597.44 |
| 41808 | Great Place to Work Institute, Inc | Assess package surveys - 8/1/2023-7/31/2024 | \$2,495.00 |
| 41809 | Haaker Equipment Company | Finned skid, steel pole, t handle hook | \$1,115.78 |
| 41810 | Industrial Filter Manufacturers, Inc. | Primary panel element | \$673.85 |
| 41811 | Innovative Federal Strategies LLC | July 2023 services | \$6,750.00 |
| 41812 | Lawson Products, Inc. | Pipe bushing brass fittings | \$734.49 |
| 41813 | Master's Refreshment Services LLC | Bottled water service - 08/07/2023 | \$270.00 |
| 41814 | Motion Industries, Inc. | Electric motors | \$656.60 |
| 41814 | Motion Industries, Inc. | Drive end bearing, opp de bearing | \$887.66 |
| 41814 | Motion Industries, Inc. | V belt | \$22.86 |
| 41815 | NBS Government Finance Group | Sewer rate study - July 2023 | \$1,442.50 |
| 41816 | Nicholas Castaneda | Reimbursement of Coll sys grade 3 exam | \$215.00 |
| 41817 | Polydyne, Inc. | Poylmer - 08/07/2023 | \$4,271.63 |
| 41818 | Pyro-Comm Systems | Fire alarm monitoring - May-June 2023 | \$90.00 |
| 41818 | Pyro-Comm Systems | Fire alarm Monitoring May 2023 | \$45.00 |
| 41818 | Pyro-Comm Systems | Fire alarm monitoring - August-oct 2023 | \$135.00 |
| 41819 | Quinn Company | PM2 test Caterpillar SN. 0N6D00300 | \$1,500.21 |
| 41820 | Soffa Electric Inc | SCADA server installation assistance | \$1,949.00 |
| 41821 | Southwest Networks, Inc. | Toughbook FZ55 for TV van | \$3,957.07 |
| 41821 | Southwest Networks, Inc. | Comp labor - July 2023 | \$783.75 |
| 41821 | Southwest Networks, Inc. | Guardian BDR storage - September 2023 | \$699.00 |
| 41822 | Staples Advantage | July charges 2023 | \$300.07 |
| 41823 | Superior Protection Consultants | Security - July 2023 | \$9,828.00 |
| 41824 | Superior Truck & Auto LLC | Intl. T400 - fuel filter, air filter, engine oil filter, oil | \$1,607.78 |
| 41824 | Superior Truck & Auto LLC | Ken. T400 - fuel filter, air filter, engine oil filter, oil | \$1,788.70 |
| 41825 | Synagro West, LLC | Biosolids hauling - July 2023 | \$12,909.55 |
| 41826 | Tops 'N Barricades Inc. | Evacuation R/W/ ENG, sign post | \$235.34 |
| 41827 | Townsend Public Affairs, Inc | State advocacy - August 2023 | \$5,000.00 |
| 41828 | Underground Service Alert | New tickets - August 2023 | \$192.00 |
| 41828 | Underground Service Alert | Dig alert board fee - August 2023 | \$67.31 |
| 41829 | United Refrigeration Inc. | Belimo fire and smoke actuator | \$1,128.88 |
| 41829 | United Refrigeration Inc. | Fusetron class rk5, coil sprayer, calclean | \$190.80 |
| 41829 | United Refrigeration Inc. | R-410A | \$420.97 |
| 41830 | United Way of the Desert | PR 07/21/2023 - 08/03/2023 PD 08/11/2023 | \$20.00 |
| 41831 | Univar Solutions | Sodium bisulfite - 08/08/2023 | \$4,735.92 |
| 41832 | USA Blue Book | Stirpro stirrer | \$724.54 |
| 41832 | USA Blue Book | Chlorine secondary std | \$80.48 |
| 41833 | Van Dyke Corporation | ASP plant water pipeline replacement ph 2 - July 2023 | \$223,202.50 |
| 41834 | Water Environment Federation | WEF membership - 10/01/2023-09/30/2024 | \$40.00 |
| 41835 | Western Water Works | Spool for mag meter (adapter) | \$7,794.22 |
| 202308081 | SPOK, Inc. | Pager service - August 2023 | \$24.73 |
| 202308091 | Basic | Funds withdrawn - 08/09/2023 | \$624.99 |
| 202308101 | City of Coachella | Water - July 2023 | \$48.02 |
| 202308102 | Burrtec Waste & Recycling Svcs | Trash service - July 2023 | \$272.78 |
| 202308103 | Burrtec Waste & Recycling Svcs | Grit removal - July 2023 | \$1,770.21 |
| 202308104 | Umpqua Bank | July 2023 statement | \$12,728.85 |
| 202308111 | Paychex - Direct Deposit | PR 07/21/2023 - 08/03/2023 PD 08/11/2023 | \$97,142.29 |
| 202308112 | Paychex - Fee | PR 07/21/2023 - 08/03/2023 PD 08/11/2023 | \$205.54 |
| 202308113 | Paychex - Garnishment | PR 07/21/2023 - 08/03/2023 PD 08/11/2023 | \$360.46 |
| 202308114 | Paychex - Tax | PR 07/21/2023 - 08/03/2023 PD 08/11/2023 | \$46,838.75 |
| 202308115 | CalPERS 457 | PR 07/21/2023 - 08/03/2023 PD 08/11/2023 | \$870.00 |
| 202308116 | CalPERS Retirement | PR 07/21/2023 - 08/03/2023 PD 08/11/2023 | \$27,067.36 |
| 202308117 | Empower (formerly Mass Mutual) | PR 07/21/2023 - 08/03/2023 PD 08/11/2023 | \$10.00 |
| 202308118 | Mission Square (formerly ICMARC / Vantage Point) | PR 07/21/2023 - 08/03/2023 PD 08/11/2023 | \$1,470.00 |
| 202308119 | Nationwide Retirement Solution | PR 07/21/2023 - 08/03/2023 PD 08/11/2023 | \$2,025.00 |
| 202308141 | Grainger | Disposable gloves | \$201.30 |
| 202308141 | Grainger | Hang and stack bin | \$119.98 |
| 202308141 | Grainger | Pleated air filters | \$219.58 |
| 202308141 | Grainger | Connecting link, steel | \$15.46 |
| 202308141 | Grainger | Kneeboard, circuit breaker, plug in cfl bulb | \$111.53 |
| 202308141 | Grainger | Mini pleat air filters, pleated air filters | \$648.80 |
| 202308141 | Grainger | Packing seal | \$53.72 |
| 202308141 | Grainger | Sunscreen spray | \$18.01 |
| 202308161 | SoCal Gas | Gas service - July 2023 | \$176.93 |
| | | Total | \$1,495,077.83 |



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Monthly Financial Report for Period Ending July 31, 2023

Suggested Action

Approve

Strategic Plan Compliance

GOAL 5: Long-Term Financial Strength

Fiscal Impact

There is no fiscal impact from this report.

Environmental Review

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

Background

The adopted operating and capital budget for the fiscal year 2023/24 includes \$19,897,685 in revenues and \$18,622,894 in operating expenditures.

The attached Monthly Income Summary (Attachment A) and Budget Variance (Attachment B) report compare revenues and expenses to the respective line-item budgets. The report identifies current monthly revenues and expenses as well as fiscal year-to-date (FYTD) values.

Year-to-Date Summary

- As of July 31, 2023, the District has recorded \$107,970 in revenue. The revenues are \$161,762 or 60.0% below the seasonal budget. The variance is attributed to Interest income not yet finalized due to the audit in progress.
- As of July 31, 2023, the District has incurred \$1,226,008 in expenditures. The District's expenditures are \$325,899 or 21.0% under the FYTD straight-line budget.

The Summary of Cash and Investments (Attachment C) report details the changes to the fund balances by fund type.

| Fund | Unaudited Fund Balance as of 07/31/2023 |
|---|--|
| Operating Fund (Fund 11) | \$27,335,040 |
| Special Revenue Fund (Fund 11 and Fund 6) | 1,070,501 |
| Fiduciary Fund (Fund 4) | 270,937 |
| Capital Improvement Fund (Fund 13) | 12,227,011 |
| Restricted CIP Fund (Fund 12) | 26,695,877 |
| Total | \$65,599,366 |

Recommendation

Staff recommends that the Board receive and file the monthly financial report for the period ending June 30, 2023.

Attachments

- [6.3 Attachment A Monthly Income Summary - July 2023.pdf](#)
- [6.3 Attachment B Monthly Budget Variance Report FY24.pdf](#)
- [6.3 Attachment C Summary of Cash and Investments - July 2023.pdf](#)

Valley Sanitary District

Monthly Income Summary

July 2023 (UNAUDITED)

| | <u>Current Month</u> | <u>Fiscal YTD</u> | <u>Annual Projection</u> | <u>% Received</u> | <u>Balance</u> |
|---------------------------------|----------------------|-------------------|--------------------------|-------------------|---------------------|
| Revenues | | | | | |
| Sewer Service Chgs-Current | \$0 | \$0 | \$17,066,857 | 0 % | \$17,066,857 |
| Sewer Service Chgs-Penalties | \$1,103 | \$1,103 | \$0 | 0 % | (\$1,103) |
| Permit & Inspection Fees | \$5,525 | \$5,525 | \$20,817 | 27 % | \$15,292 |
| Saddles/Disconnect Fees | \$0 | \$0 | \$243 | 0 % | \$243 |
| Plan Check Fees | \$600 | \$600 | \$8,800 | 7 % | \$8,200 |
| Other Services | \$90 | \$90 | \$1,568 | 6 % | \$1,478 |
| Sale of Surplus Property | \$0 | \$0 | \$21,274 | 0 % | \$21,274 |
| Taxes - Current Secured | \$0 | \$0 | \$615,751 | 0 % | \$615,751 |
| Taxes - Current Unsecured | \$0 | \$0 | \$37,592 | 0 % | \$37,592 |
| Taxes - Prior Secured | \$0 | \$0 | \$8,168 | 0 % | \$8,168 |
| Supple Prop. Taxes - Current | \$0 | \$0 | \$14,478 | 0 % | \$14,478 |
| Supple Prop. Taxes - Prior | \$0 | \$0 | \$8,653 | 0 % | \$8,653 |
| Homeowners Tax Relief | \$0 | \$0 | \$3,552 | 0 % | \$3,552 |
| Interest Income | \$3,131 | \$3,131 | \$419,905 | 1 % | \$416,774 |
| Unrealized gains (losses) | \$1,101 | \$1,101 | \$0 | 0 % | (\$1,101) |
| Rebate Income | \$0 | \$0 | \$2,278 | 0 % | \$2,278 |
| Non-Operating Revenues - Fnd 11 | \$4,301 | \$4,301 | \$28,876 | 15 % | \$24,575 |
| Interest Income | \$0 | \$0 | \$622,164 | 0 % | \$622,164 |
| Connection Fees | \$92,119 | \$92,119 | \$767,790 | 12 % | \$675,672 |
| Interest Income | \$0 | \$0 | \$248,919 | 0 % | \$248,919 |
| Total Revenues | \$107,970 | \$107,970 | \$19,897,685 | 1 % | \$19,789,715 |

Valley Sanitary District
Budget Variance Report
July 2023

| Description | Current Month | | | | Fiscal Year to Date | | | |
|--|-------------------|--------------------|----------------------|------------------|--------------------------|------------------|----------------------|--------------|
| | FY24 | Favorable | | FY23 | Favorable | | Percentage Remaining | |
| | Total Budget | Actual | Budget (Unfavorable) | FYTD Actual | YTD Budget (Unfavorable) | | | |
| Revenues: | | | | | | | | |
| Operating Revenue | 17,887,349 | 99,437 | 102,204 | (2,768) | 99,437 | 102,204 | (2,768) | 99.4% |
| Non-Operating Revenue | 2,010,336 | 8,533 | 167,528 | (158,995) | 8,533 | 167,528 | (158,995) | 99.6% |
| Total Operating Revenue | 19,897,685 | 107,970 | 269,732 | (161,762) | 107,970 | 269,732 | (161,762) | 99.5% |
| Operating Expenses: | | | | | | | | |
| Salaries And Wages | 3,934,350 | 277,663 | 327,863 | 50,199 | 277,663 | 327,863 | 50,199 | 92.9% |
| Director Fee/Payroll Tax-Board | 113,400 | 3,300 | 9,450 | 6,150 | 3,300 | 9,450 | 6,150 | 97.1% |
| Bonus, Awards, Recertification | 10,450 | 1,160 | 871 | (289) | 1,160 | 871 | (289) | 88.9% |
| Overtime | 42,100 | 4,654 | 3,508 | (1,146) | 4,654 | 3,508 | (1,146) | 88.9% |
| Callout | 25,000 | 664 | 2,083 | 1,419 | 664 | 2,083 | 1,419 | 97.3% |
| Standby Pay | 67,339 | 5,006 | 5,612 | 606 | 5,006 | 5,612 | 606 | 92.6% |
| Longevity | 46,700 | 3,415 | 3,892 | 476 | 3,415 | 3,892 | 476 | 92.7% |
| Retirement Contributions | 430,527 | 30,508 | 35,877 | 5,370 | 30,508 | 35,877 | 5,370 | 92.9% |
| Fica And Medicare | 381,004 | 22,898 | 31,750 | 8,852 | 22,898 | 31,750 | 8,852 | 94.0% |
| Life Insurance | 8,580 | 616 | 715 | 99 | 616 | 715 | 99 | 92.8% |
| Health Insurance | 738,840 | 54,929 | 61,570 | 6,641 | 54,929 | 61,570 | 6,641 | 92.6% |
| Dental Insurance | 55,380 | 4,190 | 4,615 | 425 | 4,190 | 4,615 | 425 | 92.4% |
| Vision Insurance | 8,601 | 649 | 717 | 68 | 649 | 717 | 68 | 92.5% |
| Long Term Disability | 12,372 | 897 | 1,031 | 134 | 897 | 1,031 | 134 | 92.8% |
| Accounting Services-Admin | 81,761 | 6,692 | 6,813 | 121 | 6,692 | 6,813 | 121 | 91.8% |
| Certifications | 23,720 | 1,533 | 1,977 | 444 | 1,533 | 1,977 | 444 | 93.5% |
| Chemicals | 700,000 | 49,679 | 58,333 | 8,654 | 49,679 | 58,333 | 8,654 | 92.9% |
| Comprehensive Insurance | 437,563 | 29,669 | 36,464 | 6,795 | 29,669 | 36,464 | 6,795 | 93.2% |
| Conferences/ Meetings | 210,455 | 4,046 | 17,538 | 13,492 | 4,046 | 17,538 | 13,492 | 98.1% |
| Contracts | 1,763,359 | 51,753 | 146,947 | 95,193 | 51,753 | 146,947 | 95,193 | 97.1% |
| County Expense | 23,100 | - | 1,925 | 1,925 | - | 1,925 | 1,925 | 100.0% |
| Covid-19 Supplies | 11,000 | 294 | 917 | 623 | 294 | 917 | 623 | 97.3% |
| Electric | 969,000 | 71,095 | 80,750 | 9,655 | 71,095 | 80,750 | 9,655 | 92.7% |
| Gas, Oil & Fuel | 70,000 | - | 5,833 | 5,833 | - | 5,833 | 5,833 | 100.0% |
| Grit & Screening Removal | 44,000 | 2,043 | 3,667 | 1,624 | 2,043 | 3,667 | 1,624 | 95.4% |
| Legal Services | 85,000 | 5,454 | 7,083 | 1,630 | 5,454 | 7,083 | 1,630 | 93.6% |
| Debt Service | 5,270,359 | 439,197 | 439,197 | - | 439,197 | 439,197 | - | 91.7% |
| Medical Services | 3,843 | 2,535 | 320 | (2,215) | 2,535 | 320 | (2,215) | 34.0% |
| Memberships | 65,268 | 13,574 | 5,439 | (8,135) | 13,574 | 5,439 | (8,135) | 79.2% |
| Misc. Professional Services | 138,483 | 10,276 | 11,540 | 1,264 | 10,276 | 11,540 | 1,264 | 92.6% |
| Natural Gas | 8,000 | 177 | 667 | 490 | 177 | 667 | 490 | 97.8% |
| Office Supplies | 26,500 | 2,109 | 2,208 | 100 | 2,109 | 2,208 | 100 | 92.0% |
| Opeb Contribution | 82,119 | 1,208 | 6,843 | 5,635 | 1,208 | 6,843 | 5,635 | 98.5% |
| Other Expenses | 83,000 | 2,018 | 6,917 | 4,899 | 2,018 | 6,917 | 4,899 | 97.6% |
| Permits & Fees | 125,770 | 8,879 | 10,481 | 1,602 | 8,879 | 10,481 | 1,602 | 92.9% |
| Projects | 464,000 | 29,456 | 38,667 | 9,210 | 29,456 | 38,667 | 9,210 | 93.7% |
| Publications | 3,500 | - | 292 | 292 | - | 292 | 292 | 100.0% |
| Repairs & Maintenance | 699,170 | 48,463 | 58,264 | 9,801 | 48,463 | 58,264 | 9,801 | 93.1% |
| Research & Monitoring | 101,500 | 1,153 | 8,458 | 7,306 | 1,153 | 8,458 | 7,306 | 98.9% |
| Supplies | 262,820 | 16,576 | 21,902 | 5,325 | 16,576 | 21,902 | 5,325 | 93.7% |
| Telephone/Internet | 37,934 | 3,983 | 3,161 | (822) | 3,983 | 3,161 | (822) | 89.5% |
| Tools & Equipment | 28,000 | 524 | 2,333 | 1,809 | 524 | 2,333 | 1,809 | 98.1% |
| Tuition Reimbursement | 12,000 | 3,000 | 1,000 | (2,000) | 3,000 | 1,000 | (2,000) | 75.0% |
| Uniform Services | 46,543 | 1,770 | 3,879 | 2,108 | 1,770 | 3,879 | 2,108 | 96.2% |
| Unfunded Accrued Liability | 752,121 | - | 62,677 | 62,677 | - | 62,677 | 62,677 | 100.0% |
| Water | 30,000 | 1,794 | 2,500 | 706 | 1,794 | 2,500 | 706 | 94.0% |
| Workers Compensation | 88,363 | 6,512 | 7,364 | 851 | 6,512 | 7,364 | 851 | 92.6% |
| Total Operating Expenses (Before Depreciation) | 18,622,894 | 1,226,008 | 1,551,908 | 325,899 | 1,226,008 | 1,551,908 | 325,899 | 93.4% |
| Operating Expenses in Excess of Operating Revenue | | (1,118,039) | | | (1,118,039) | | | |

Valley Sanitary District
Budget Variance Report
July 2023

| Description | FY24 Total Budget | Current Month | | | Fiscal Year to Date | | | |
|---|----------------------|--------------------|------------------|----------------------------|---------------------|--------------------|----------------------------|-------------------------|
| | | Actual | Budget | Favorable (Unfavorable) | FYTD Actual | FY24 YTD Budget | Favorable (Unfavorable) | Percentage Remaining |
| Operating Expenses: | | | | | | | | |
| Wages | 4,192,639 | 292,447 | 349,387 | 56,940 | 292,447 | 349,387 | 56,940 | 93.0% |
| Fringe Benefits | 1,682,004 | 118,101 | 140,167 | 22,066 | 118,101 | 140,167 | 22,066 | 93.0% |
| Services | 2,242,542 | 83,672 | 186,879 | 103,206 | 83,672 | 186,879 | 103,206 | 96.3% |
| Supplies and Materials | 1,828,990 | 118,798 | 152,416 | 33,618 | 118,798 | 152,416 | 33,618 | 93.5% |
| Fuels and Lubricants | 70,000 | - | 5,833 | 5,833 | - | 5,833 | 5,833 | 100.0% |
| Comprehensive Insurance | 525,926 | 36,181 | 43,827 | 7,646 | 36,181 | 43,827 | 7,646 | 93.1% |
| Projects | 464,000 | 29,456 | 38,667 | 9,210 | 29,456 | 38,667 | 9,210 | 93.7% |
| Utilities | 1,051,000 | 75,108 | 87,583 | 12,475 | 75,108 | 87,583 | 12,475 | 92.9% |
| Debt Service | 5,270,359 | 439,197 | 439,197 | - | 439,197 | 439,197 | - | 91.7% |
| Permits and Fees | 148,870 | 8,879 | 12,406 | 3,527 | 8,879 | 12,406 | 3,527 | 94.0% |
| Unfunded Accrued Liability | 752,121 | - | 62,677 | 62,677 | - | 62,677 | 62,677 | 100.0% |
| Other | 394,443 | 24,171 | 32,870 | 8,700 | 24,171 | 32,870 | 8,700 | 93.9% |
| Total Operating Expenses (Before Depreciation) | 18,622,894 | 1,226,008 | 1,551,908 | 325,899 | 1,226,008 | 1,551,908 | 325,899 | 93.4% |
| Revenues: | | | | | | | | |
| Operating Revenue | 17,887,349 | 99,437 | 102,204 | (2,768) | 99,437 | 102,204 | (2,768) | 99.4% |
| Non-Operating Revenue | 2,010,336 | 8,533 | 167,528 | (158,995) | 8,533 | 167,528 | (158,995) | 99.6% |
| Total Revenue | 19,897,685 | 107,970 | 269,732 | (161,762) | 107,970 | 269,732 | (161,762) | 99.5% |
| Net Operating Gain (Loss) | | (1,118,039) | | | (1,118,039) | | | |

VALLEY SANITARY DISTRICT
SUMMARY OF CASH AND INVESTMENTS

FOR THE PERIOD: 07/01/2023 TO 07/31/2023 (UNAUDITED)

Agenda Item No. _____

INVESTMENTS

| | | |
|--|-------------|-------------------|
| LAIF Fund 4 - Agency Fund | | |
| Beginning Balance (Fund 4) | 770,246 | |
| Net Transfer from (to) Fund 11 | (505,230) | |
| Fair Value Factor for quarter ending 06/30/2023 | 0 | |
| Interest (Pd quarterly - Int. Rate 3.15%) | 5,921 | |
| Fund 04 Ending Balance | | 270,937 |
| | | |
| LAIF Fund 6 - Wastewater Revenue Refunding Bonds | | |
| Beginning Balance (Fund 6) | 760 | |
| Net Transfer from (to) Fund 11 | 0 | |
| Fair Value Factor for quarter ending 06/30/2023 | 0 | |
| Interest (Pd quarterly - Int. Rate 3.15%) | 48 | |
| Fund 06 Ending Balance | | 808 |
| | | |
| LAIF Fund 10 - Recycled Water Project | | |
| Beginning Balance (Fund 10) | 0 | |
| Net Transfer from (to) Fund 11 | 0 | |
| Fair Value Factor for quarter ending 06/30/2023 | 0 | |
| Interest (Pd quarterly - Int. Rate 3.15%) | 0 | |
| Fund 10 Ending Balance | | 0 |
| | | |
| LAIF Fund 11 - Operating Fund | | |
| Beginning Balance (Fund 11) | 25,496,327 | |
| Net Transfer from (to) Fund 04 | 505,230 | |
| Net Transfer from (to) Fund 06 | 0 | |
| Net Transfer from (to) Fund 12 | (159,294) | |
| Net Transfer from (to) Fund 13 | 312,105 | |
| Fund Transfer from (to) LAIF - WF | (1,500,000) | |
| Fair Value Factor for quarter ending 06/30/2023 | 0 | |
| Interest (Pd quarterly - Int. Rate 3.15%) | 194,494 | |
| Fund 11 Ending Balance | | 24,848,862 |
| | | |
| LAIF Fund 12 - Reserve Fund | | |
| Beginning Balance (Fund 12) | 24,350,658 | |
| Net Transfer from (to) Fund 11 | 159,294 | |
| Fair Value Factor for quarter ending 06/30/2023 | 0 | |
| Interest (Pd quarterly - Int. Rate 3.15%) | 185,925 | |
| Fund 12 Ending Balance | | 24,695,877 |
| | | |
| LAIF Fund 13 - Capital Improvement Fund | | |
| Beginning Balance | 12,444,083 | |
| Connection Fees | (312,105) | |
| (Disbursements) or Reimbursements | 0 | |
| Net Transfer from (to) Fund 11 | (312,105) | |
| Fair Value Factor for quarter ending 06/30/2023 | 0 | |
| Interest (Pd quarterly - Int. Rate 3.15%) | 95,033 | |
| Fund 13 Ending Balance | | 12,227,011 |
| TOTAL LAIF INVESTMENTS: FUNDS 04, 06, 11, 12 AND 13 | | 62,043,495 |

CASH IN CHECKING ACCOUNT

WELLS FARGO - FUND 11

| | | |
|------------------------------------|-------------|------------------|
| Beginning Balance | 2,691,719 | |
| Deposits | 580,128 | |
| Fund Transfer from (to) LAIF (net) | 1,500,000 | |
| Disbursements and Payroll | (2,285,668) | |
| Wells Fargo Ending Balance | | 2,486,179 |

CALTRUST - FUND 11

| | | |
|--------------------------------|-----------|------------------|
| Beginning Balance | 1,065,731 | |
| Interest Income | 3,131 | |
| Unrealized Gain / <Loss> | 1,101 | |
| CalTRUST Ending Balance | | 1,069,963 |

| | | |
|--|--|-------------------|
| TOTAL WELLS FARGO AND CALTRUST CHECKING | | 3,556,142 |
| TOTAL CASH AND INVESTMENTS | | 65,599,636 |

The Board certifies the ability of the District to meet its expenditure requirements for the next six (6) months, as per Government Code 53646(b)(3).

This report is in compliance with the District's Investment Policy under Government Code 53646(b)(2).



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Receive and File Credit Card Report for July 31, 2023

Suggested Action

Approve

Strategic Plan Compliance

GOAL 5: Long-Term Financial Strength

Fiscal Impact

The total charges incurred for the credit card statement ending July 31, 2023, are \$12,728.85

Environmental Review

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

Background

The attached report summarizes the District's credit card expenditures for the statement ending July 31, 2023.

Recommendation

Approve

Attachments

[6.4 Attachment A Credit Card Transaction July 2023.xlsx](#)

[6.4 Attachment B UMQUA Credit Card Statement July_Redacted.pdf](#)

IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions): The Finance Charge on purchases begins on the date the transaction posted to your account. The Finance Charge on Cash Advances begins on the date you obtained the cash advance, or the first day of the billing cycle within which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E - Average Daily Balance (excluding current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill: If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document.

Please use blue or black ink to complete form

NAME CHANGE

Last

First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone () - Business Phone () -

Cell Phone () - E-mail Address

SIGNATURE REQUIRED TO AUTHORIZE CHANGES

Signature _____

Cardholder Account Summary

| | | | | |
|-------------------------------|---|--|-------------------------|----------------------------|
| JEANETTE JUAREZ ### # 4756 | Payments & Other Credits \$11.91- | Purchases & Other Charges \$439.18 | Cash Advances \$0.00 | Total Activity \$427.27 |
|-------------------------------|---|--|-------------------------|----------------------------|

Cardholder Account Detail

| Trans Date | Post Date | Plan Name | Reference Number | Description | Amount |
|------------|-----------|-----------|-------------------------|---|----------|
| 07/03 | 07/04 | PPLN01 | 24492153184719342363137 | ADOBE *ACROPRO SUBS 408-536-6000 CA | \$263.89 |
| 07/11 | 07/13 | PPLN01 | 24412903193030026055971 | AROUND THE CLOCK CALL CTR 888-711-1956 CA | \$156.30 |
| 07/12 | 07/13 | | 74692163193102175975403 | CREDIT VOUCHER | \$11.91- |
| 07/19 | 07/20 | PPLN01 | 24692163200104923965393 | AMZN Mktp US Amzn.com/bill WA J2 EFAX SERVICES 323-817-3205 CA | \$18.99 |

Cardholder Account Summary

| | | | | |
|------------------------------|---------------------------------------|--|-------------------------|----------------------------|
| HEBERTO MORENO ### # 6026 | Payments & Other Credits \$0.00 | Purchases & Other Charges \$159.56 | Cash Advances \$0.00 | Total Activity \$159.56 |
|------------------------------|---------------------------------------|--|-------------------------|----------------------------|

Cardholder Account Detail

| Trans Date | Post Date | Plan Name | Reference Number | Description | Amount |
|------------|-----------|-----------|-------------------------|---------------------------------------|----------|
| 07/10 | 07/12 | PPLN01 | 24269793192500608366947 | GO-GO EXPRESS WASH COACHELLA CA | \$20.00 |
| 07/24 | 07/26 | PPLN01 | 24687203206030021478333 | YELLOW MART STORES INDIO CA | \$19.56 |
| 07/25 | 07/26 | PPLN01 | 24492153206713651506133 | EB 2023 SUMMER COLLEC 801-413-7200 CA | \$120.00 |

Cardholder Account Summary

| | | | | |
|-----------------------------|---------------------------------------|--|-------------------------|------------------------------|
| TINO TIJERINA ### # 6034 | Payments & Other Credits \$0.00 | Purchases & Other Charges \$2,199.93 | Cash Advances \$0.00 | Total Activity \$2,199.93 |
|-----------------------------|---------------------------------------|--|-------------------------|------------------------------|

Cardholder Account Detail

| Trans Date | Post Date | Plan Name | Reference Number | Description | Amount |
|------------|-----------|-----------|-------------------------|---|----------|
| 07/03 | 07/04 | PPLN01 | 24231683185837000083028 | SMART AND FINAL 718 COACHELLA CA | \$295.67 |
| 07/05 | 07/07 | PPLN01 | 24943013187010180530393 | THE HOME DEPOT #6874 INDIO CA | \$74.56 |
| 07/06 | 07/09 | PPLN01 | 24121573188610143442580 | RADWELL INTERNATIONAL 800-3324336 NJ | \$166.99 |
| 07/06 | 07/09 | PPLN01 | 24943013188010176821193 | THE HOME DEPOT #6874 INDIO CA | \$150.90 |
| 07/19 | 07/20 | PPLN01 | 24692163200105182112544 | IN *JUDSON PRECISION INTR 909-5900408 CA | \$819.45 |
| 07/19 | 07/20 | PPLN01 | 24034543200002197285177 | 7-ELEVEN 38595 INDIO CA | \$52.13 |
| 07/18 | 07/20 | PPLN01 | 24687203200030022323047 | YELLOW MART STORES INDIO CA | \$244.67 |
| 07/19 | 07/21 | PPLN01 | 24137463202001593649833 | TRACTOR SUPPLY #2357 INDIO CA | \$43.49 |
| 07/24 | 07/25 | PPLN01 | 24801973206690669908393 | CALIFORNIA WATER ENVIRON 510-382-7800 CA | \$113.00 |
| 07/26 | 07/27 | PPLN01 | 24692163207100794710390 | SQ *TKB BAKERY & DELI Indio CA | \$239.07 |

Cardholder Account Summary

| | | | | |
|--------------------------|---------------------------------------|---|-------------------------|---------------------------|
| SCOTT SEAR ### # 6109 | Payments & Other Credits \$0.00 | Purchases & Other Charges \$28.76 | Cash Advances \$0.00 | Total Activity \$28.76 |
|--------------------------|---------------------------------------|---|-------------------------|---------------------------|

Cardholder Account Detail

| Trans Date | Post Date | Plan Name | Reference Number | Description | Amount |
|------------|-----------|-----------|-------------------------|---|---------|
| 07/01 | 07/02 | PPLN01 | 24692163182102676863312 | AMZN Mktp US*DA32892K3 Amzn.com/bill WA | \$28.76 |

| Cardholder Account Summary | | | | | |
|-------------------------------------|-----------|---------------------------------------|--|---|----------------------------|
| EDUARDO LUNA #### #### #### 9557 | | Payments & Other Credits \$0.00 | Purchases & Other Charges \$817.62 | Cash Advances \$0.00 | Total Activity \$817.62 |
| Cardholder Account Detail | | | | | |
| Trans Date | Post Date | Plan Name | Reference Number | Description | Amount |
| 07/11 | 07/13 | PPLN01 | 24687203193030021791680 | SUPER MARIO ICE CREAM INDIO CA | \$35.25 |
| 07/12 | 07/14 | PPLN01 | 24137463195001585203382 | TRACTOR SUPPLY #2357 INDIO CA | \$17.65 |
| 07/13 | 07/14 | PPLN01 | 24801973195690310864022 | CALIFORNIA WATER ENVIRON 510-382-7800 CA | \$98.00 |
| 07/13 | 07/16 | PPLN01 | 24941683195081755500683 | REECE PLUMBING-2020 INDIO CA | \$602.02 |
| 07/18 | 07/20 | PPLN01 | 24943013200010180750937 | THE HOME DEPOT #6874 INDIO CA | \$33.74 |
| 07/24 | 07/25 | PPLN01 | 24231683206837000024696 | SMART AND FINAL 718 COACHELLA CA | \$30.96 |

| Cardholder Account Summary | | | | | |
|--|-----------|---------------------------------------|--|--|------------------------------|
| BRANDEN RODRIGUEZ #### #### #### 9565 | | Payments & Other Credits \$0.00 | Purchases & Other Charges \$2,200.00 | Cash Advances \$0.00 | Total Activity \$2,200.00 |
| Cardholder Account Detail | | | | | |
| Trans Date | Post Date | Plan Name | Reference Number | Description | Amount |
| 07/12 | 07/14 | PPLN01 | 24164073194105002288951 | STAPLES 00113241 LA QUINTA CA | \$20.65 |
| 07/12 | 07/14 | PPLN01 | 24164073194105005239548 | STAPLES 00113241 LA QUINTA CA | \$27.18 |
| 07/17 | 07/18 | PPLN01 | 24692163198103493076163 | SQ *TKB BAKERY & DELI Indio CA | \$841.70 |
| 07/17 | 07/18 | PPLN01 | 24692163198103024774187 | AMZN Mktp US*GM7CP3W93 Amzn.com/bill WA | \$110.90 |
| 07/22 | 07/23 | PPLN01 | 24492153203743090515588 | LEXJET 941-256-7832 FL | \$864.59 |
| 07/25 | 07/26 | PPLN01 | 24493983207083205321035 | PE SUBSCRIPTIONS 951-368-9000 CA | \$182.00 |
| 07/27 | 07/28 | PPLN01 | 24055233209286088900019 | YOUR PIE INDIO INDIO CA | \$35.79 |
| 07/26 | 07/28 | PPLN01 | 24164073208105005244955 | STAPLES 00113241 LA QUINTA CA | \$76.64 |
| 07/26 | 07/28 | PPLN01 | 24137463208100481521015 | OFFICEMAX/DEPOT 6753 LA QUINTA CA | \$40.55 |

| Cardholder Account Summary | | | | | |
|------------------------------------|-----------|--|--|---|------------------------------|
| HOLLY GOULD #### #### #### 7260 | | Payments & Other Credits \$222.39- | Purchases & Other Charges \$5,958.29 | Cash Advances \$0.00 | Total Activity \$5,735.90 |
| Cardholder Account Detail | | | | | |
| Trans Date | Post Date | Plan Name | Reference Number | Description | Amount |
| 07/06 | 07/06 | PPLN01 | 24692163187106588655604 | AMZN Mktp US*U73DM6HG3 Amzn.com/bill WA | \$32.61 |
| 07/06 | 07/07 | PPLN01 | 24692163187106635673915 | AMZN Mktp US*961W24GS3 Amzn.com/bill WA | \$222.39 |
| 07/06 | 07/07 | | 74692163187107135602045 | CREDIT VOUCHER AMZN Mktp US Amzn.com/bill WA | \$222.39- |
| 07/07 | 07/09 | PPLN01 | 24692163188107782991653 | AMZN Mktp US*467TW2C23 Amzn.com/bill WA | \$260.97 |
| 07/09 | 07/10 | PPLN01 | 24692163190109498832037 | AMZN Mktp US*XF6YQ0JJ3 Amzn.com/bill WA | \$27.82 |
| 07/10 | 07/11 | PPLN01 | 24226383192091007558377 | WAL-MART #2181 INDIO CA | \$68.09 |
| 07/13 | 07/16 | PPLN01 | 24492153196894265141517 | PAYPAL *CALPELRA 925-400-6320 CA | \$380.00 |
| 07/13 | 07/16 | PPLN01 | 24055233195014000075918 | INTERNATIONAL PUBLIC MAN JSISSON@IPMA- VA | \$175.00 |
| 07/17 | 07/18 | PPLN01 | 24493983198206832200055 | BROAD SKY NETWORKS LLC 803-904-8583 OR | \$199.35 |
| 07/18 | 07/19 | PPLN01 | 24445003200400369278426 | WM SUPERCENTER #2181 INDIO CA | \$500.09 |
| 07/18 | 07/19 | PPLN01 | 24445003200400369278590 | WM SUPERCENTER #2181 INDIO CA | \$209.88 |
| 07/18 | 07/20 | PPLN01 | 24137463200500786801830 | STATERBROS094 INDIO CA | \$130.25 |
| 07/20 | 07/21 | PPLN01 | 24692163201105532464883 | AMZN Mktp US*E91U00MZ3 Amzn.com/bill WA | \$411.08 |
| 07/23 | 07/24 | PPLN01 | 24692163204108291446361 | AMZN Mktp US*OH18B0J23 Amzn.com/bill WA | \$50.80 |
| 07/24 | 07/25 | PPLN01 | 24692163205109256787533 | AMERICAN RED CROSS 800-733-2767 DC | \$97.00 |
| 07/24 | 07/26 | PPLN01 | 24226383206360009327048 | WAL-MART #2181 INDIO CA | \$125.13 |
| 07/24 | 07/26 | PPLN01 | 24717053207732070299864 | SO PT HOTEL AND CASINO 702-7967111 NV | \$234.10 |
| 07/24 | 07/26 | PPLN01 | 24717053207732070300119 | SO PT HOTEL AND CASINO 702-7967111 NV | \$234.10 |
| 07/24 | 07/26 | PPLN01 | 24717053207732070300142 | SO PT HOTEL AND CASINO 702-7967111 NV | \$234.10 |
| 07/24 | 07/26 | PPLN01 | 24717053207732070300480 | SO PT HOTEL AND CASINO 702-7967111 NV | \$234.10 |
| 07/24 | 07/26 | PPLN01 | 24717053207732070300498 | SO PT HOTEL AND CASINO 702-7967111 NV | \$234.10 |
| 07/24 | 07/26 | PPLN01 | 24717053207732070300621 | SO PT HOTEL AND CASINO 702-7967111 NV | \$234.10 |
| 07/24 | 07/26 | PPLN01 | 24717053207732070300654 | SO PT HOTEL AND CASINO 702-7967111 NV | \$234.10 |
| 07/24 | 07/26 | PPLN01 | 24717053207732070300746 | SO PT HOTEL AND CASINO 702-7967111 NV | \$234.10 |
| 07/24 | 07/26 | PPLN01 | 24717053207732070301132 | SO PT HOTEL AND CASINO 702-7967111 NV | \$234.10 |
| 07/24 | 07/26 | PPLN01 | 24717053207732070301157 | SO PT HOTEL AND CASINO 702-7967111 NV | \$234.10 |
| 07/26 | 07/27 | PPLN01 | 24445003208400209349298 | WM SUPERCENTER #2181 INDIO CA | \$86.27 |
| 07/27 | 07/28 | PPLN01 | 24055233209286088900076 | YOUR PIE INDIO INDIO CA | \$92.17 |

BL ACCT [REDACTED]
 VALLEY SANITARY DISTRICT

Account Number: [REDACTED]

Page 5 of 6

Cardholder Account Detail Continued

| Trans Date | Post Date | Plan Name | Reference Number | Description | Amount |
|------------|-----------|-----------|-------------------------|---------------------------------------|----------|
| 07/27 | 07/28 | PPLN01 | 24692163208101677904950 | Amazon.com*T664K1YD2 Amzn.com/bill WA | \$314.29 |

Cardholder Account Summary

| ANNA BELL #### #### #### 7278 | Payments & Other Credits \$0.00 | Purchases & Other Charges \$122.80 | Cash Advances \$0.00 | Total Activity \$122.80 |
|----------------------------------|---------------------------------------|--|-------------------------|----------------------------|
|----------------------------------|---------------------------------------|--|-------------------------|----------------------------|

Cardholder Account Detail

| Trans Date | Post Date | Plan Name | Reference Number | Description | Amount |
|------------|-----------|-----------|-------------------------|-------------------------------|---------|
| 07/19 | 07/20 | PPLN01 | 24445003201400370892461 | WM SUPERCENTER #2181 INDIO CA | \$42.96 |
| 07/19 | 07/21 | PPLN01 | 24137463201500778212268 | STATERBROS094 INDIO CA | \$79.84 |

Cardholder Account Summary

| DAVE COMMONS #### #### #### 7327 | Payments & Other Credits \$0.00 | Purchases & Other Charges \$606.71 | Cash Advances \$0.00 | Total Activity \$606.71 |
|-------------------------------------|---------------------------------------|--|-------------------------|----------------------------|
|-------------------------------------|---------------------------------------|--|-------------------------|----------------------------|

Cardholder Account Detail

| Trans Date | Post Date | Plan Name | Reference Number | Description | Amount |
|------------|-----------|-----------|-------------------------|---|----------|
| 07/03 | 07/04 | PPLN01 | 24492153184743293996976 | ADOBE *ACROPRO SUBS 408-536-6000 CA | \$19.99 |
| 07/19 | 07/21 | PPLN01 | 24223693201030039916272 | WASTEWATER TECHNOLOGY TRA 866-773-9988 VT | \$550.00 |
| 07/23 | 07/24 | PPLN01 | 24431063204083346042358 | AMAZON.COM*8C8RS4A93 AMZN AMZN.COM/BILL WA | \$36.72 |

Cardholder Account Summary

| JASON DAFFORN #### #### #### 7175 | Payments & Other Credits \$0.00 | Purchases & Other Charges \$430.30 | Cash Advances \$0.00 | Total Activity \$430.30 |
|--------------------------------------|---------------------------------------|--|-------------------------|----------------------------|
|--------------------------------------|---------------------------------------|--|-------------------------|----------------------------|

Cardholder Account Detail

| Trans Date | Post Date | Plan Name | Reference Number | Description | Amount |
|------------|-----------|-----------|-------------------------|--|----------|
| 06/29 | 07/02 | PPLN01 | 24164073181105005234619 | STAPLES 00113241 LA QUINTA CA | \$25.00 |
| 07/20 | 07/23 | PPLN01 | 24692163202106566571949 | UNITED 0162313703677 800-932-2732 TX DAFFORN/JASONRAY 082823 PSP SFO UA W X MRY UA W O SFO UA W X PSP UA W O | \$405.30 |

Additional Information About Your Account

IT IS NOT NECESSARY TO MAIL YOUR PAYMENT. YOUR ACCOUNT WILL BE AUTOMATICALLY PAID THROUGH A DIRECT DEBIT OF YOUR CHECKING OR SAVINGS ACCOUNT ON 08/10/23 PER YOUR AGREEMENT WITH US. THE DEBIT AMOUNT THIS MONTH IS \$12728.85

| Finance Charge Summary / Plan Level Information | | | | | | | | | |
|--|------------------|------------------|-----------------------|-----------------|-------------------|-----------------|------------------------------|---------------|----------------|
| Plan Name | Plan Description | FCM ¹ | Average Daily Balance | Periodic Rate * | Corresponding APR | Finance Charges | Effective APR Fees ** | Effective APR | Ending Balance |
| Purchases | | | | | | | | | |
| PPLN01 001 | PURCHASE | E | \$0.00 | 0.06024%(D) | 21.9900% | \$0.00 | \$0.00 | 0.0000% | \$12,728.85 |
| Cash | | | | | | | | | |
| CPLN01 001 | CASH | A | \$0.00 | 0.06572%(D) | 23.9900% | \$0.00 | \$0.00 | 0.0000% | \$0.00 |
| * Periodic Rate (M)=Monthly (D)=Daily | | | | | | | Days In Billing Cycle: 31 | | |
| ** includes cash advance and foreign currency fees | | | | | | | APR = Annual Percentage Rate | | |
| ¹ FCM = Finance Charge Method | | | | | | | | | |
| (V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary. | | | | | | | | | |



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Quarterly Investment Report for the Period Ending June 30, 2023

Suggested Action

Approve

Strategic Plan Compliance

GOAL 5: Long-Term Financial Strength

Fiscal Impact

There is no fiscal impact from this report.

Environmental Review

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

Background

The State of California Government Code section 53646(b) requires agencies to present to the Board of Directors a report of their investments on at least a quarterly basis.

As of June 30, 2023, VSD has:

- \$63.0 million was invested in Local Agency Investment Fund (LAIF)
- \$1.07 million was invested in CalTRUST
- \$55.7 million was invested in Bank of America

Recommendation

Staff recommends that the Board review and accept the Quarterly Investments Report for the period ending June 30, 2023.

Attachments

[6.5 Attachment A LAIF Quarterly Report.pdf](#)

[6.5 Attachment B Bank of America Investment Report_Redacted.pdf](#)

[6.5 Attachment C CalTRUST Investment Report.pdf](#)

[6.5 Attachment D Quarterly Investment Report Tables.docx](#)



MALIA M. COHEN
California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name VALLEY SANITARY DISTRICT
Account Number [REDACTED]

As of 07/14/2023, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2023.

| | | |
|-------------------------------|----|--------------------|
| Earnings Ratio | | .00008636172883763 |
| Interest Rate | | 3.15% |
| Dollar Day Total | \$ | 5,574,471,007.00 |
| Quarter End Principal Balance | \$ | 63,062,073.73 |
| Quarterly Interest Earned | \$ | 481,420.95 |



Monthly Report

VALLEY SANITARY DISTRICT BANC OF
AMERICA PUBLIC CAPITAL CORP

04/01/2023 to 04/30/2023

Your Account Administrator is



Other Interested Party

Your Relationship Manager

Prepared by: TMI TRUST COMPANY
5901 PEACHTREE DUNWOODY RD
SUITE C495
ATLANTA, GA 30328

(800) 241-5568

Prepared for Internal Use



REPORT OF ASSETS
 VALLEY SANITARY DISTRICT BANC OF
 AMERICA PUBLIC CAPITAL CORP

AS OF 04/30/2023

| | Units | Price | Market Value |
|---|-----------------|--------|----------------------|
| BANK ACCOUNTS | | | |
| MONEY MARKET FUNDS | | | |
| 1. GOLDMAN SACHS FS GOVERNMENT (FOSXX) | 61,598,148.5000 | 1.0000 | 61,598,148.50 |
| TOTAL BANK ACCOUNTS | | | 61,598,148.50 |
| TOTAL INVESTMENTS | | | 61,598,148.50 |
| *INCOME CASH ON HAND | | | 0.00 |
| *PRINCIPAL CASH ON HAND | | | 0.00 |
| TOTAL ASSETS | | | 61,598,148.50 |

TOTAL CASH: 0.00

* Income and principal cash are held in
 TMI BANK DEPOSIT SERIES IV



REPORT OF INCOME CASH

VALLEY SANITARY DISTRICT BANC OF
AMERICA PUBLIC CAPITAL CORP

██████████ FOR DATES 04/01/2023 TO 04/30/2023

BEGINNING BALANCE

0.00

NO TRANSACTIONS DURING THIS PERIOD

INCOME CASH BALANCE

0.00



REPORT OF PRINCIPAL CASH

VALLEY SANITARY DISTRICT BANC OF AMERICA PUBLIC CAPITAL CORP

FOR DATES 04/01/2023 TO 04/30/2023

BEGINNING BALANCE **0.00**

~~~~~ **PRINCIPAL CASH RECEIPTS** ~~~~~

|                                          |           |                  |
|------------------------------------------|-----------|------------------|
| <b>1. ASSET SALES AND TRANSFERS</b>      |           |                  |
| Proceeds from Sale of Asset              |           |                  |
| GOLDMAN SACHS FS GOVERNMENT              |           |                  |
| 04/28/2023 Sold 11,053.25 shares at 1.00 | 11,053.25 |                  |
| Purchased on 05/01/2009                  |           |                  |
| No gain or loss                          |           |                  |
|                                          | 11,053.25 |                  |
| Total Proceeds from Sale of Asset        | 11,053.25 |                  |
| <b>TOTAL ASSET SALES AND TRANSFERS</b>   |           | <b>11,053.25</b> |
| <b>TOTAL PRINCIPAL CASH RECEIPTS</b>     |           | <b>11,053.25</b> |

~~~~~ **PRINCIPAL CASH DISBURSEMENTS** ~~~~~

| | | |
|--|------------|-------------------|
| 2. DISTRIBUTION OF PRINCIPAL | | |
| Distribution of Principal | | |
| 04/28/2023 WIRE TO PACIFIC WESTERN BANK TO PAY | -11,053.25 | |
| LEIGHTON CONSULTING INC INVOICE 55638 | | |
| Check # PNCWIR | | |
| | -11,053.25 | |
| Total Distribution of Principal | -11,053.25 | |
| TOTAL DISTRIBUTION OF PRINCIPAL | | -11,053.25 |
| TOTAL PRINCIPAL CASH DISBURSEMENTS | | -11,053.25 |

PRINCIPAL CASH BALANCE **0.00**



REPORT OF NON-CASH ENTRIES

VALLEY SANITARY DISTRICT BANC OF AMERICA PUBLIC CAPITAL CORP



FOR DATES 04/01/2023 TO 04/30/2023

| | Market Value | Book Value |
|--------------------------------------|--------------------------|--------------------------|
| NON-CASH INCREASES | | |
| 1. DIVIDEND REINVESTMENT | | |
| Dividend Reinvestment | | |
| GOLDMAN SACHS FS GOVERNMENT | | |
| 04/01/2023 216,265.14 shares at 1.00 | 216,265.14 | 216,265.14 |
| | <u>216,265.14</u> | <u>216,265.14</u> |
| Total Dividend Reinvestment | 216,265.14 | 216,265.14 |
| TOTAL DIVIDEND REINVESTMENT | 216,265.14 | 216,265.14 |
| TOTAL NON-CASH INCREASES | <u><u>216,265.14</u></u> | <u><u>216,265.14</u></u> |



Monthly Report

VALLEY SANITARY DISTRICT BANC OF
AMERICA PUBLIC CAPITAL CORP

05/01/2023 to 05/31/2023

Your Account Administrator is



Other Interested Party

Your Relationship Manager

Prepared by: TMI TRUST COMPANY
5901 PEACHTREE DUNWOODY RD
SUITE C495
ATLANTA, GA 30328

(800) 241-5568

Prepared for Internal Use



REPORT OF ASSETS
 VALLEY SANITARY DISTRICT BANC OF
 AMERICA PUBLIC CAPITAL CORP

AS OF 05/31/2023

| | Units | Price | Market Value |
|--|-----------------|--------|----------------------|
| BANK ACCOUNTS | | | |
| MONEY MARKET FUNDS | | | |
| 1. GOLDMAN SACHS FS GOVERNMENT (FOSXX) | 59,797,159.3100 | 1.0000 | 59,797,159.31 |
| TOTAL BANK ACCOUNTS | | | 59,797,159.31 |
| TOTAL INVESTMENTS | | | 59,797,159.31 |
| *INCOME CASH ON HAND | | | 0.00 |
| *PRINCIPAL CASH ON HAND | | | 0.00 |
| TOTAL ASSETS | | | 59,797,159.31 |

TOTAL CASH: 0.00

* Income and principal cash are held in
 TMI BANK DEPOSIT SERIES IV



REPORT OF INCOME CASH

VALLEY SANITARY DISTRICT BANC OF
AMERICA PUBLIC CAPITAL CORP

██████████ FOR DATES 05/01/2023 TO 05/31/2023

BEGINNING BALANCE

0.00

NO TRANSACTIONS DURING THIS PERIOD

INCOME CASH BALANCE

0.00



REPORT OF PRINCIPAL CASH

VALLEY SANITARY DISTRICT BANC OF AMERICA PUBLIC CAPITAL CORP

FOR DATES 05/01/2023 TO 05/31/2023

BEGINNING BALANCE **0.00**

~~~~~ **PRINCIPAL CASH RECEIPTS** ~~~~~

|                                        |                                  |                     |
|----------------------------------------|----------------------------------|---------------------|
| <b>1. ASSET SALES AND TRANSFERS</b>    |                                  |                     |
| Proceeds from Sale of Asset            |                                  |                     |
| GOLDMAN SACHS FS GOVERNMENT            |                                  |                     |
| 05/03/2023                             | Sold 1,995,639.14 shares at 1.00 | 1,995,639.14        |
|                                        | Purchased on 05/01/2009          |                     |
|                                        | No gain or loss                  |                     |
| 05/11/2023                             | Sold 10,360.45 shares at 1.00    | 10,360.45           |
|                                        | Purchased on 05/01/2009          |                     |
|                                        | No gain or loss                  |                     |
| 05/15/2023                             | Sold 10,252.4 shares at 1.00     | 10,252.40           |
|                                        | Purchased on 05/01/2009          |                     |
|                                        | No gain or loss                  |                     |
|                                        |                                  | 2,016,251.99        |
| Total Proceeds from Sale of Asset      |                                  | 2,016,251.99        |
| <b>TOTAL ASSET SALES AND TRANSFERS</b> |                                  | <b>2,016,251.99</b> |
| <b>TOTAL PRINCIPAL CASH RECEIPTS</b>   |                                  | <b>2,016,251.99</b> |

~~~~~ **PRINCIPAL CASH DISBURSEMENTS** ~~~~~

| | | |
|---|--|----------------------|
| 2. DISTRIBUTION OF PRINCIPAL | | |
| Distribution of Principal | | |
| 05/04/2023 | WIRE TO BANK OF AMERICA TO PAY | -1,995,639.14 |
| | SCHNEIDER ELECTRIC BUILDINGS AMERICA | |
| | INC INVOICE NO 944292 | |
| | Check # PNCWIR | |
| 05/12/2023 | WIRE TO PACIFIC WESTERN BANK TO PAY | -10,360.45 |
| | LEIGHTON CONSULTING IN INVOICE NO 56339 | |
| | Check # PNCWIR | |
| 05/15/2023 | WIRE TO PACIFIC WESTERN BANK TO PAY | -10,252.40 |
| | LEIGHTON CONSULTING INC INVOICE NO 56567 | |
| | Check # PNCWIR | |
| | | -2,016,251.99 |
| Total Distribution of Principal | | -2,016,251.99 |
| TOTAL DISTRIBUTION OF PRINCIPAL | | -2,016,251.99 |
| TOTAL PRINCIPAL CASH DISBURSEMENTS | | -2,016,251.99 |

PRINCIPAL CASH BALANCE **0.00**



REPORT OF NON-CASH ENTRIES

VALLEY SANITARY DISTRICT BANC OF AMERICA PUBLIC CAPITAL CORP

FOR DATES 05/01/2023 TO 05/31/2023

| | Market Value | Book Value |
|-------------------------------------|--------------------------|--------------------------|
| NON-CASH INCREASES | | |
| 1. DIVIDEND REINVESTMENT | | |
| Dividend Reinvestment | | |
| GOLDMAN SACHS FS GOVERNMENT | | |
| 05/01/2023 215,262.8 shares at 1.00 | 215,262.80 | 215,262.80 |
| | <u>215,262.80</u> | <u>215,262.80</u> |
| Total Dividend Reinvestment | 215,262.80 | 215,262.80 |
| TOTAL DIVIDEND REINVESTMENT | 215,262.80 | 215,262.80 |
| TOTAL NON-CASH INCREASES | <u><u>215,262.80</u></u> | <u><u>215,262.80</u></u> |



Monthly Report

VALLEY SANITARY DISTRICT BANC OF
AMERICA PUBLIC CAPITAL CORP

06/01/2023 to 06/30/2023

Your Account Administrator is



Other Interested Party

Your Relationship Manager

Prepared by: TMI TRUST COMPANY
5901 PEACHTREE DUNWOODY RD
SUITE C495
ATLANTA, GA 30328

(800) 241-5568

Prepared for Internal Use



REPORT OF ASSETS
 VALLEY SANITARY DISTRICT BANC OF
 AMERICA PUBLIC CAPITAL CORP

AS OF 06/30/2023

| | Units | Price | Market Value |
|---|-----------------|--------|----------------------|
| BANK ACCOUNTS | | | |
| MONEY MARKET FUNDS | | | |
| 1. GOLDMAN SACHS FS GOVERNMENT (FOSXX) | 55,686,278.0600 | 1.0000 | 55,686,278.06 |
| TOTAL BANK ACCOUNTS | | | 55,686,278.06 |
| TOTAL INVESTMENTS | | | 55,686,278.06 |
| *INCOME CASH ON HAND | | | 0.00 |
| *PRINCIPAL CASH ON HAND | | | 0.00 |
| TOTAL ASSETS | | | 55,686,278.06 |

TOTAL CASH: 0.00

* Income and principal cash are held in
 TMI BANK DEPOSIT SERIES IV



REPORT OF INCOME CASH

VALLEY SANITARY DISTRICT BANC OF
AMERICA PUBLIC CAPITAL CORP

██████████ FOR DATES 06/01/2023 TO 06/30/2023

BEGINNING BALANCE

0.00

NO TRANSACTIONS DURING THIS PERIOD

INCOME CASH BALANCE

0.00



REPORT OF PRINCIPAL CASH

VALLEY SANITARY DISTRICT BANC OF AMERICA PUBLIC CAPITAL CORP

FOR DATES 06/01/2023 TO 06/30/2023

BEGINNING BALANCE **0.00**

~~~~~ **PRINCIPAL CASH RECEIPTS** ~~~~~

|                                             |              |                     |
|---------------------------------------------|--------------|---------------------|
| <b>1. ASSET SALES AND TRANSFERS</b>         |              |                     |
| Proceeds from Sale of Asset                 |              |                     |
| GOLDMAN SACHS FS GOVERNMENT                 |              |                     |
| 06/16/2023 Sold 1,966,181.13 shares at 1.00 | 1,966,181.13 |                     |
| Purchased on 05/01/2009                     |              |                     |
| No gain or loss                             |              |                     |
| 06/22/2023 Sold 2,371,538.78 shares at 1.00 | 2,371,538.78 |                     |
| Purchased on 05/01/2009                     |              |                     |
| No gain or loss                             |              |                     |
|                                             | 4,337,719.91 |                     |
| Total Proceeds from Sale of Asset           | 4,337,719.91 |                     |
| TOTAL ASSET SALES AND TRANSFERS             |              | 4,337,719.91        |
| <b>TOTAL PRINCIPAL CASH RECEIPTS</b>        |              | <b>4,337,719.91</b> |

~~~~~ **PRINCIPAL CASH DISBURSEMENTS** ~~~~~

| | | |
|---|---------------|----------------------|
| 2. DISTRIBUTION OF PRINCIPAL | | |
| Distribution of Principal | | |
| 06/16/2023 WIRE TO BANK OF AMERICA TO PAY | -1,966,181.13 | |
| SCHNEIDER ELECTRIC BUILDINGS AMERICAS | | |
| INC INVOICE NO 951484 | | |
| Check # PNCWIR | | |
| 06/23/2023 WIRE TO BANK OF AMERICA TO PAY | -2,371,538.78 | |
| SCHNEIDER ELECTRIC BUILDINGS AMERICAS | | |
| INC INVOICE NO 957696 | | |
| Check # PNCWIR | | |
| | -4,337,719.91 | |
| Total Distribution of Principal | -4,337,719.91 | |
| TOTAL DISTRIBUTION OF PRINCIPAL | | -4,337,719.91 |
| TOTAL PRINCIPAL CASH DISBURSEMENTS | | -4,337,719.91 |

PRINCIPAL CASH BALANCE **0.00**



REPORT OF NON-CASH ENTRIES

VALLEY SANITARY DISTRICT BANC OF AMERICA PUBLIC CAPITAL CORP

FOR DATES 06/01/2023 TO 06/30/2023

| | Market Value | Book Value |
|--------------------------------------|-------------------|-------------------|
| NON-CASH INCREASES | | |
| 1. DIVIDEND REINVESTMENT | | |
| Dividend Reinvestment | | |
| GOLDMAN SACHS FS GOVERNMENT | | |
| 06/01/2023 226,838.66 shares at 1.00 | 226,838.66 | 226,838.66 |
| | <u>226,838.66</u> | <u>226,838.66</u> |
| Total Dividend Reinvestment | 226,838.66 | 226,838.66 |
| TOTAL DIVIDEND REINVESTMENT | 226,838.66 | 226,838.66 |
| | <u>226,838.66</u> | <u>226,838.66</u> |
| TOTAL NON-CASH INCREASES | <u>226,838.66</u> | <u>226,838.66</u> |



CalTRUST
 PO Box 2709
 Granite Bay, CA 95746
 www.caltrust.org
 Email: admin@caltrust.org
 Fax: 402-963-9094
 Phone: 833-CALTRUST (225-8787)

Investment Account Summary

06/01/2023 through 06/30/2023

SUMMARY OF INVESTMENTS

| Fund | Account Number | Total Shares Owned | Net Asset Value per Share on Jun 30 (\$) | Value on Jun 30 (\$) | Average Cost Amount (\$) | Cumulative Change in Value (\$) |
|---|----------------|--------------------|--|----------------------|--------------------------|---------------------------------|
| VALLEY SANITARY DISTRICT | ██████████ | | | | | |
| CalTRUST Medium Term Fund | ██████████ | 110,096.169 | 9.68 | 1,065,730.92 | 1,111,520.09 | (45,789.17) |
| Portfolios Total value as of 06/30/2023 | | | | 1,065,730.92 | | |

DETAIL OF TRANSACTION ACTIVITY

| Activity Description | Activity Date | Amount (\$) | Amount in Shares | Balance in Shares | Price per Share (\$) | Balance (\$) | Average Cost Amt (\$) | Realized Gain/(Loss) (\$) |
|---------------------------------|---------------|---------------------------------|------------------|-------------------|-------------------------------------|--------------|-----------------------|---------------------------|
| | | VALLEY SANITARY DISTRICT | | | Account Number: 201 00025210 | | | |
| Beginning Balance | 06/01/2023 | | | 109,785.467 | 9.74 | 1,069,310.45 | | |
| Accrual Income Div Reinvestment | 06/30/2023 | 3,007.60 | 310.702 | 110,096.169 | 9.68 | 1,065,730.92 | 0.00 | 0.00 |
| Change in Value | | | | | | (6,587.13) | | |
| Closing Balance as of | Jun 30 | | | 110,096.169 | 9.68 | 1,065,730.92 | | |

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

Quarterly Investment Report Tables

| CALTRUST | | | | | |
|----------|------------|--------------------|-----------------|---------------|--------------|
| Quarter | As of | Total Shares Owned | Portfolio Value | Variance | Variance (%) |
| Q3 | 9/30/2022 | 107,752.987 | \$ 1,041,971.38 | | |
| Q4 | 12/31/2022 | 108,356.618 | \$ 1,052,142.76 | \$ 10,171.38 | 0.98% |
| Q1 | 3/31/2023 | 109,165.010 | \$ 1,067,633.80 | \$ 15,491.04 | 1.47% |
| Q2 | 6/30/2023 | 110,096.169 | \$ 1,065,730.92 | \$ (1,902.88) | -0.18% |

| LAIF | | | | | |
|---------|------------|------------------|---------------|-----------------|---------------|
| Quarter | As of | Ending Balance | Interest Rate | Interest Earned | Variance |
| Q3 | 9/30/2022 | \$ 58,241,332.41 | 1.35% | \$ 188,436.06 | |
| Q4 | 12/31/2022 | \$ 55,454,768.47 | 2.07% | \$ 301,328.15 | \$ 112,892.09 |
| Q1 | 3/31/2023 | \$ 61,656,096.62 | 2.74% | \$ 405,977.11 | \$ 104,648.96 |
| Q2 | 6/30/2023 | \$ 63,062,073.73 | 3.15% | \$ 481,420.95 | \$ 75,443.84 |

| Bank of America | | | | | |
|-----------------|------------|------------------|---------------|-----------------|---------------|
| Quarter | As of | Ending Balance | Interest Rate | Interest Earned | Variance |
| Q3 | 9/30/2022 | \$ 64,234,410.66 | 1.80% | \$ 190,322.99 | |
| Q4 | 12/31/2022 | \$ 64,370,197.53 | 3.10% | \$ 404,806.64 | \$ 214,483.65 |
| Q1 | 3/31/2023 | \$ 61,392,936.61 | 3.83% | \$ 587,666.31 | \$ 182,859.67 |
| Q2 | 6/30/2023 | \$ 55,686,278.06 | 4.89% | \$ 658,366.60 | \$ 70,700.29 |



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Ron Buchwald, District Engineer
SUBJECT: Acceptance for the Grant of Easement for sewer main purposes.

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no fiscal impact from the recommended action.

Environmental Review

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

Background

The easement that is to be granted to Valley Sanitary District is located in a private street west of Jefferson Street and south of Highway 111 in the Desert Crossroads Shopping Center. The easement is twenty feet wide and approximately 500 feet long. Attached are the Certificate of Acceptance and exhibit showing the location of the sewer easement. The sewer main will serve several businesses and properties within this shopping center.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to sign the Certificate of Acceptance for the Grant of Easement for sewer main purposes.

Attachments

[Desert Crossroads Easement East.pdf](#)
[Desert Crossroads Easement West.pdf](#)

RECORDING REQUESTED BY:
VALLEY SANITARY DISTRICT

WHEN RECORDED MAIL TO:
**VALLEY SANITARY DISTRICT
45-500 VAN BUREN
INDIO, CA. 92201**

GRANT OF EASEMENT

GRANTOR: STORE Master Funding III, LLC,
a Delaware limited liability company

PROPERTY: Desert Crossroads

APN NO.: 600-020-022-8

THIS INDENTURE, made and entered into in Indio, California, this ____ day of _____, 2022 by and between **STORE Master Funding III, LLC**, a Delaware limited liability company herein after referred to as "Grantor," and **Valley Sanitary District**, as "Grantee."

WITNESSETH: FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, the easement and right of way to establish, construct and maintain for all time a public sewer or sewers and appurtenances in, through, on and along, that certain real property situated in the City of Indio, County of Riverside, State of California, more specifically described in Exhibit "A" and depicted in Exhibit "B," each of which exhibits is attached hereto and incorporated herein by this reference.

THIS GRANT is made by the Grantor under the full understanding and condition that the Grantee, by acceptance of this Grant, has the right to remove all things thereon that interfere with the purpose for which said easements is granted. Further, it is agreed by the Grantor that any structure placed upon, or tree, plant, or shrub planted on, along, or adjacent to said easement which injures the sewer or interferes with the maintenance thereof shall be removed by the Grantor at his expense when notified in writing to do so by the Grantee. Further, it is understood that connections to such public sewer or sewers constructed on the real property described above may be made only upon strict compliance with such rules and regulations as Grantee shall adopt from time to time and keep on file in the office of its secretary.

TO HAVE AND TO HOLD, upon the Grantee forever for the sole object and purpose of constructing and maintaining thereon public sewer or sewers and appurtenances thereto. Grantee's rights shall include the right to construct and maintain service roads, manholes, pumping stations, and service connection structures appurtenant to said trunk sewer pipeline or lines, provided they do not interfere with Grantor's use of the property as a commercial center.

IN WITNESS HEREOF, the Grantor hereto has affixed their signature as of this 26th day of ~~October~~, 202~~1~~.
June 3

GRANTOR:

STORE Master Funding III, LLC,
a Delaware limited liability company

Angela Donohoe
Angela Donohoe,
Senior Vice President

STATE OF ARIZONA)

) ss.

County of Maricopa)

Before me this 26th day June 3, 202~~1~~, Angela Donohoe personally appeared before me, the undersigned Notary Public, who acknowledged herself to be the Senior VP of STORE Master Funding III, a Delaware limited liability company, whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal

Cindy M. Bennie
Notary Public

July 29, 2024
Expires



EXHIBIT "A"
SANITATION PIPELINE EASEMENT

THAT PORTION OF PARCEL 2 OF THE DEED RECORDED AS DOCUMENT NUMBER 2022-0332132 ON JULY 26, 2022, OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF INDIO, OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL 2, SOUTH 00°04'58" EAST A DISTANCE OF 46.65 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID WESTERLY LINE, SOUTH 00°04'58" EAST A DISTANCE OF 447.20 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89°58'39" EAST A DISTANCE OF 10.93 FEET;

THENCE NORTH 00°01'21" WEST A DISTANCE OF 439.05 FEET;

THENCE NORTH 54°29'03" WEST A DISTANCE OF 14.01 FEET TO THE **TRUE POINT OF BEGINNING**;

SAID ABOVE DESCRIBED AREA CONTAINS 0.114 ACRES, MORE OR LESS, AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF. SUBJECT TO COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

THIS DOCUMENT WAS PREPARED
BY ME OR UNDER MY DIRECTION,
BASED ON RECORD INFORMATION.


1/18/23

PHILLIP K. FOMOTOR, P.L.S.

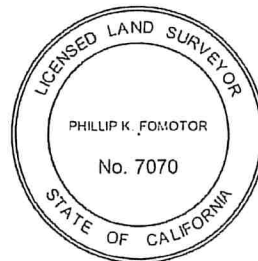
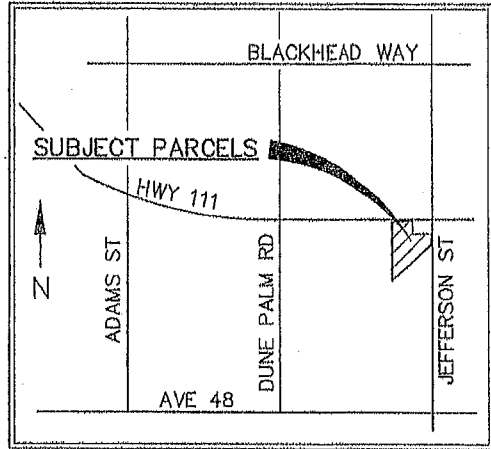
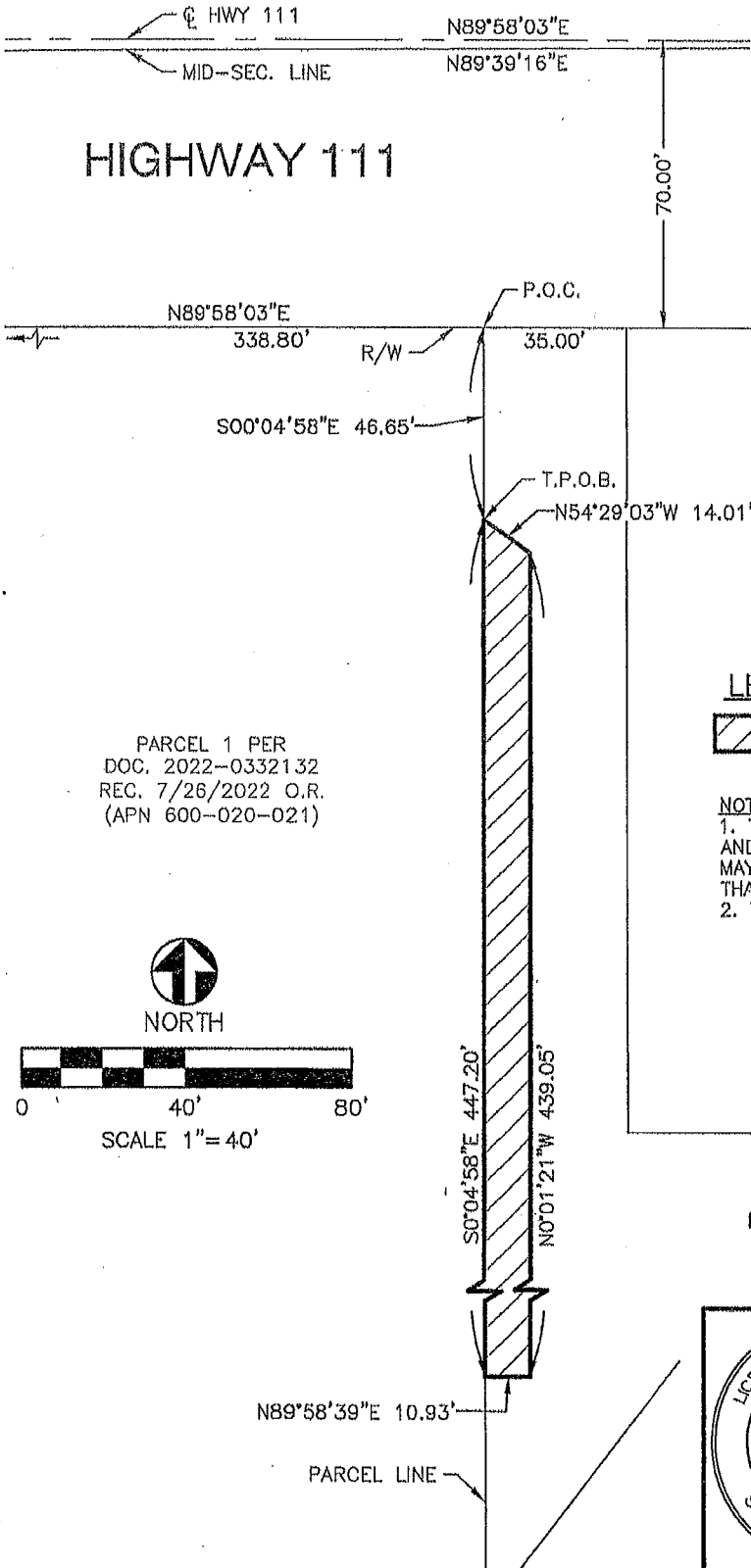


EXHIBIT "B"

SHEET 1 OF 1

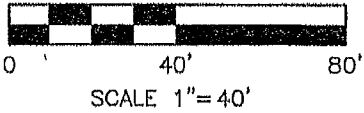
SANITATION PIPELINE EASEMENT
 PORTION OF THE NORTH HALF
 OF SEC. 29, T.5S., R.7E., S.B.M.




VICINITY MAP
 N.T.S.

HIGHWAY 111

PARCEL 1 PER
 DOC. 2022-0332132
 REC. 7/26/2022 O.R.
 (APN 600-020-021)



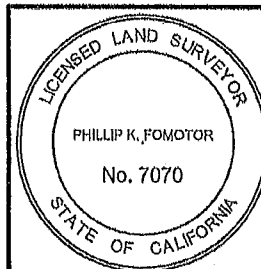
LEGEND

 EASEMENT AREA

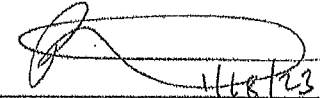
NOTE:

1. THERE MAY BE EASEMENTS OF RECORD DELINEATED AND REFERENCED ON THE UNDERLYING MAP OR THERE MAY BE EASEMENTS WITHIN THE AREA BEING ADJUSTED THAT ARE NOT SHOWN ON THIS DOCUMENT.
2. TOTAL AREA: 0.114 ACRES

PARCEL 2 PER
 DOC. 2022-0332132
 REC. 7/26/2022 O.R.
 (APN 600-020-022)



THIS DOCUMENT WAS PREPARED
 BY ME OR UNDER MY DIRECTION,
 BASED ON RECORD INFORMATION.


 PHILLIP K. FOMOTOR, P.L.S.

CERTIFICATE OF ACCEPTANCE
OF GRANT OF EASEMENT

This Certificate of Acceptance pertains to the interest in real property conveyed by the Grant of Easement dated June 26, 2023.

From: STORE Master Funding III, LLC a Delaware Limited Liability company,
("Grantor")

To: Valley Sanitary District ("Grantee")

Said Easement Grant Deed is hereby accepted by the undersigned officer on behalf of the Grantee pursuant to authority conferred by the Grantee's governing board.

The Grantee hereby consents to recordation of such Grant Deed.

Dated: _____

VALLEY SANITARY DISTRICT

By: _____

Jason Dafforn
General Manager

RECORDING REQUESTED BY:
VALLEY SANITARY DISTRICT

WHEN RECORDED MAIL TO:
**VALLEY SANITARY DISTRICT
45-500 VAN BUREN
INDIO, CA. 92201**

GRANT OF EASEMENT

GRANTOR: STORE Master Funding III, LLC,
a Delaware limited liability company

PROPERTY: Desert Crossroads

APN NO.: 600-020-021-7

THIS INDENTURE, made and entered into in Indio, California, this ____ day of _____, 2022 by and between **STORE Master Funding III, LLC**, a Delaware limited liability company herein after referred to as "Grantor," and **Valley Sanitary District**, as "Grantee."

WITNESSETH: FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, the easement and right of way to establish, construct and maintain for all time a public sewer or sewers and appurtenances in, through, on and along, that certain real property situated in the City of Indio, County of Riverside, State of California, more specifically described in Exhibit "A" and depicted in Exhibit "B," each of which exhibits is attached hereto and incorporated herein by this reference.

THIS GRANT is made by the Grantor under the full understanding and condition that the Grantee, by acceptance of this Grant, has the right to remove all things thereon that interfere with the purpose for which said easements is granted. Further, it is agreed by the Grantor that any structure placed upon, or tree, plant, or shrub planted on, along, or adjacent to said easement which injures the sewer or interferes with the maintenance thereof shall be removed by the Grantor at his expense when notified in writing to do so by the Grantee. Further, it is understood that connections to such public sewer or sewers constructed on the real property described above may be made only upon strict compliance with such rules and regulations as Grantee shall adopt from time to time and keep on file in the office of its secretary.

TO HAVE AND TO HOLD, upon the Grantee forever for the sole object and purpose of constructing and maintaining thereon public sewer or sewers and appurtenances thereto. Grantee's rights shall include the right to construct and maintain service roads, manholes, pumping stations, and service connection structures appurtenant to said trunk sewer pipeline or lines, provided they do not interfere with Grantor's use of the property as a commercial center.

IN WITNESS HEREOF, the Grantor hereto has affixed their signature as of this 26th day of ~~October~~, 2022.
June 3

GRANTOR:

STORE Master Funding III, LLC,
a Delaware limited liability company

Angela Donohoe
Angela Donohoe,
Senior Vice President

STATE OF ARIZONA)

) ss.

County of Maricopa)

Before me this 26th day June 3 ~~October~~, 2022, Angela Donohoe personally appeared before me, the undersigned Notary Public, who acknowledged herself to be the Senior VP of STORE Master Funding III, a Delaware limited liability company, whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal

Cindy M. Bennie
Notary Public

July 29, 2024
Expires

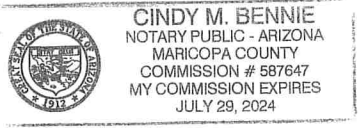


EXHIBIT "A"
SANITATION PIPELINE EASEMENT

THAT PORTION OF PARCEL 1 OF THE DEED RECORDED AS DOCUMENT NUMBER 2022-0332132 ON JULY 26, 2022, OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF INDIO, OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL 1, SOUTH 00°04'58" EAST A DISTANCE OF 10.00 FEET TO THE SOUTHERLY LINE OF THE EASEMENT GRANTED TO VALLEY SANITARY DISTRICT RECORDED IN DOCUMENT NUMBER 188288 ON AUGUST 22, 1985, OFFICIAL RECORD OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°58'03" WEST A DISTANCE OF 33.44 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 89°58'03" WEST A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00°03'23" WEST A DISTANCE OF 23.00 FEET;

THENCE SOUTH 54°29'03" EAST A DISTANCE OF 55.18 FEET;

THENCE SOUTH 00°01'21" EAST A DISTANCE OF 428.76 FEET;

THENCE NORTH 89°58'39" EAST A DISTANCE OF 9.07 FEET;

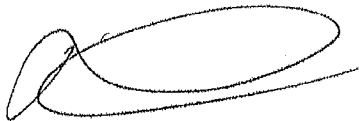
THENCE NORTH 00°04'58" WEST A DISTANCE OF 447.20 FEET;

THENCE NORTH 54°29'03" WEST A DISTANCE OF 41.16 FEET;

THENCE NORTH 00°03'23" EAST A DISTANCE OF 12.72 FEET TO THE **TRUE POINT OF BEGINNING**;

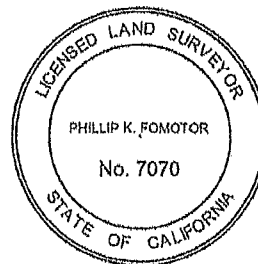
SAID ABOVE DESCRIBED AREA CONTAINS 0.119 ACRES, MORE OR LESS, AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF. SUBJECT TO COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

THIS DOCUMENT WAS PREPARED
BY ME OR UNDER MY DIRECTION,
BASED ON RECORD INFORMATION.



1/18/23

PHILLIP K. FOMOTOR, P.L.S.

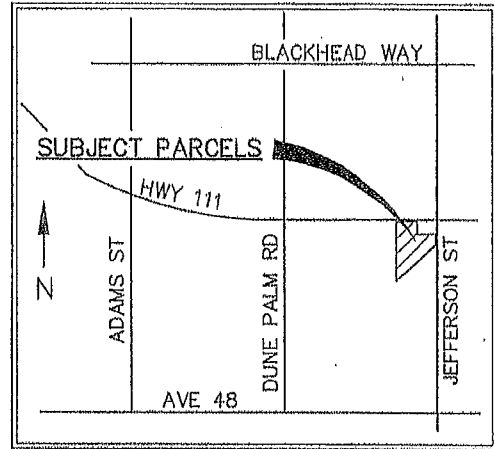
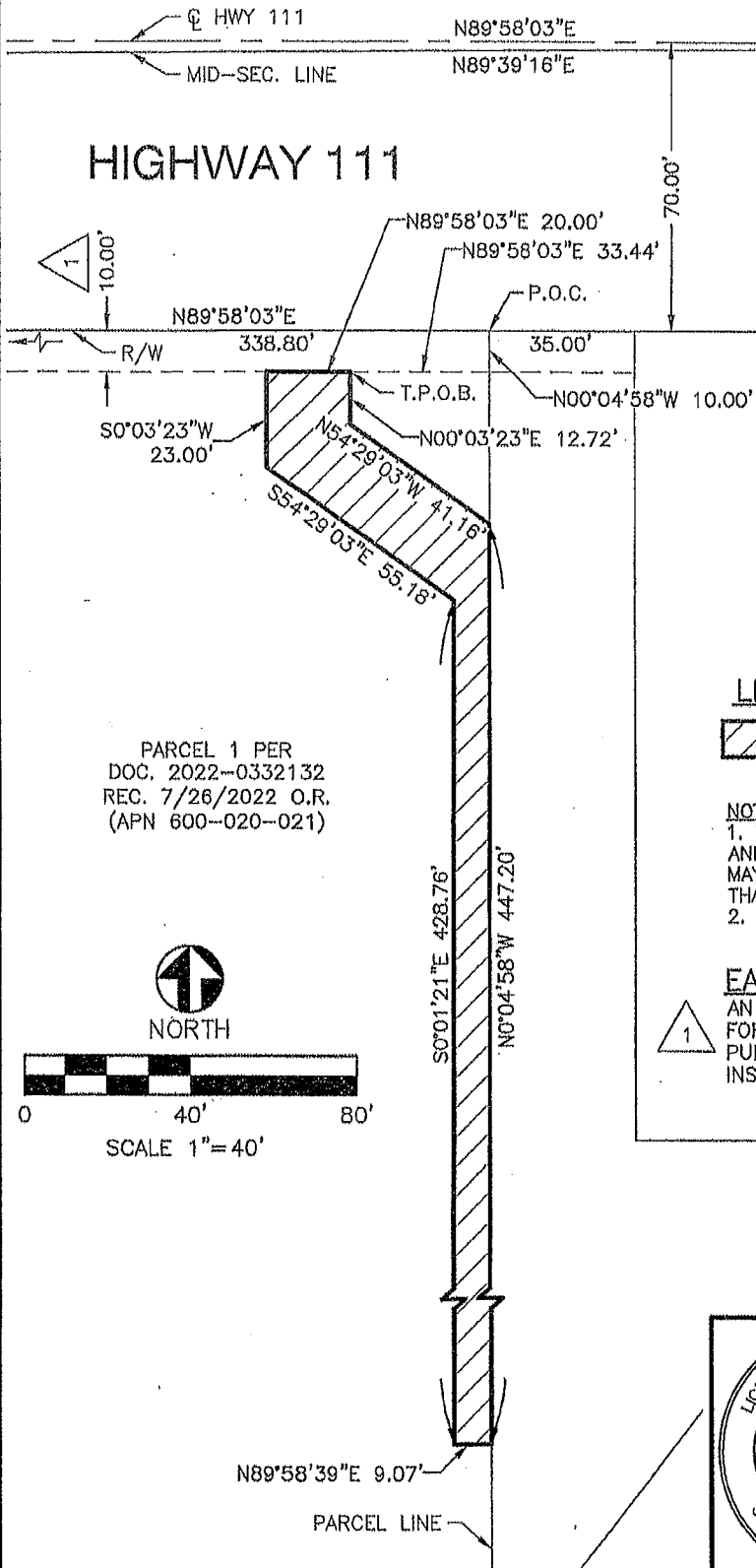


SHEET 1 OF 1

EXHIBIT "B"

SHEET 1 OF 1

SANITATION PIPELINE EASEMENT
PORTION OF THE NORTH HALF
OF SEC. 29, T.5S., R.7E., S.B.M.



VICINITY MAP
N.T.S.

PARCEL 1 PER
DOC. 2022-0332132
REC. 7/26/2022 O.R.
(APN 600-020-021)

LEGEND

EASEMENT AREA

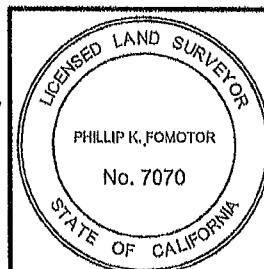
NOTE:

1. THERE MAY BE EASEMENTS OF RECORD DELINEATED AND REFERENCED ON THE UNDERLYING MAP OR THERE MAY BE EASEMENTS WITHIN THE AREA BEING ADJUSTED THAT ARE NOT SHOWN ON THIS DOCUMENT.
2. TOTAL AREA: 0.119 ACRES

EASEMENT NOTES

AN EASEMENT GRANTED TO VALLEY SANITARY DISTRICT FOR PUBLIC SEWER OR SEWERS AND APPURTENANCES PURPOSES AS GRANTED IN A DOCUMENT RECORDED AS INSTRUMENT NO. 188288 ON AUGUST 22, 1985 O.R.

PARCEL 2 PER
DOC. 2022-0332132
REC. 7/26/2022 O.R.
(APN 600-020-022)



THIS DOCUMENT WAS PREPARED
BY ME OR UNDER MY DIRECTION,
BASED ON RECORD INFORMATION.

1/18/23
PHILLIP K. FOMOTOR, P.L.S.

CERTIFICATE OF ACCEPTANCE
OF GRANT OF EASEMENT

This Certificate of Acceptance pertains to the interest in real property conveyed by the Grant of Easement dated June 26, 2023.

From: STORE Master Funding III, LLC a Delaware Limited Liability company,
("Grantor")

To: Valley Sanitary District ("Grantee")

Said Easement Grant Deed is hereby accepted by the undersigned officer on behalf of the Grantee pursuant to authority conferred by the Grantee's governing board.

The Grantee hereby consents to recordation of such Grant Deed.

Dated: _____

VALLEY SANITARY DISTRICT

By: _____

Jason Dafforn
General Manager



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Jason Dafforn, General Manager
SUBJECT: State Legislative Update by Eric O'Donnell with Townsend Public Affairs, Inc.

Suggested Action

Discuss

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no fiscal impact for this item.

Environmental Review

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

Background

Eric O'Donnell with Townsend Public Affairs, Inc. will present the latest information relative to the State Legislature and request feedback on high priority issues affecting to the District.

Recommendation

Staff recommends that the Board of Directors review and discuss current State of California regulatory issues and concerns.

Attachments

[VSD Legislative Update 8.22.2023.pptx](#)

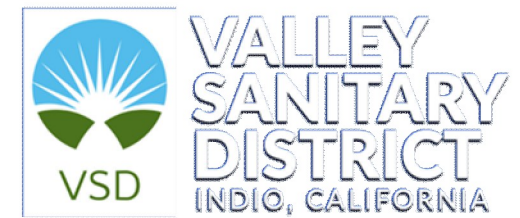
TOWNSEND

PUBLIC AFFAIRS

EST **TPA** 1998

WWW.TOWNSENDPA.COM

SACRAMENTO • WASHINGTON, DC
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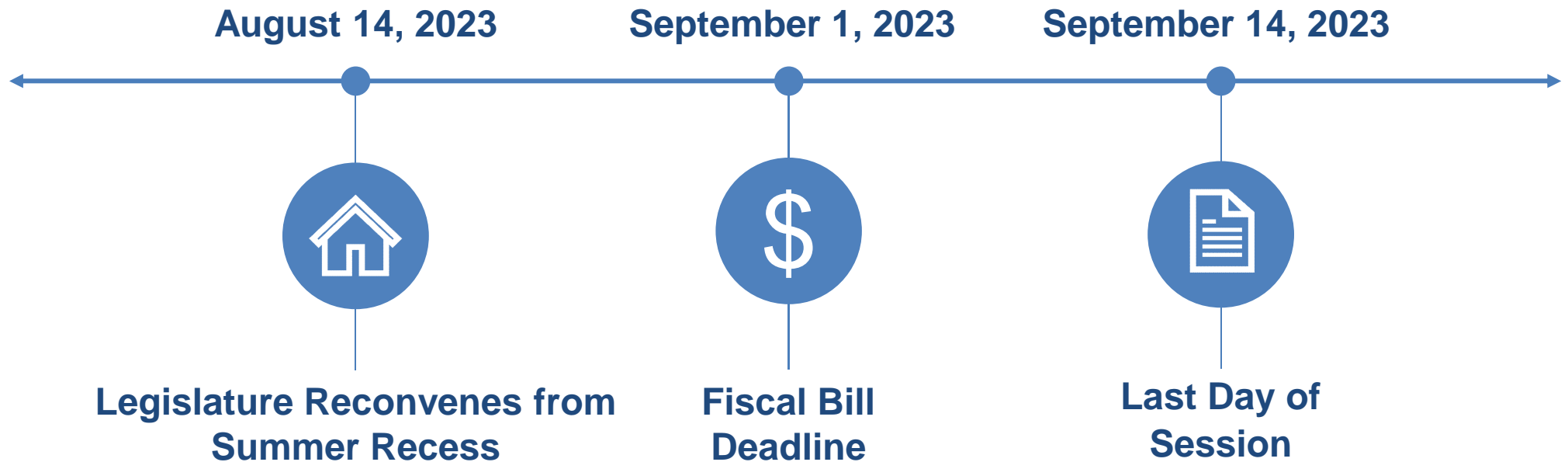


Giving Water Another Chance

Legislative Update

August 22, 2023

State Legislative Calendar 2023



Major State Legislative Issues

Governor's Permit Streamlining

Water Rights Legislation

Bond Measures

PFAS Source Control

Budget – By the Numbers

MAY REVISE

Total Budget
\$306.5 Billion

General Fund
\$224 Billion

Shortfall
\$31.5 Billion

FINAL BUDGET

Total Budget
\$310.8 Billion

General Fund
\$225.9 Billion

Shortfall
\$31.7 Billion

Priority Legislation

AB 1567 (Garcia) – 2024 Climate Bond \$16 Billion

\$2.275 Billion

Wildfire prevention and climate risk reduction

\$1.655 Billion

Protection of coastal lands, bays, and oceans from climate risks

\$5.2 Million

Protecting farms, ranches, and working lands from the impacts of climate change

\$1.5 Billion

Protection of California’s wildlife, biodiversity, and fisheries from climate risks

\$5.255 Billion

Protection of California’s water supplies from multiyear droughts, reducing flood risk from extreme events, and providing safe drinking water

\$1.2 Billion

Regional climate resilience projects that address multiple risks

\$1.59 Billion

Addressing extreme heat, community enhancement, and resiliency

Including
\$300,000,000

for water recycling projects

\$2.0 Billion

Clean energy projects

Priority Legislation

AB 1567 (Garcia) – 2024 Climate Bond

- TPA is advocating to include a new section for innovative projects that provide regional solutions for biosolids disposal and re-use
- **Key Concepts:**
 - Statewide competitive grants
 - Emerging technologies
 - Regional solutions that promote re-use
 - Greenhouse gas emission reductions
- CASA supportive of the draft language
- \$300 million → \$1.8 billion water recycling request

Priority Legislation

The Taxpayer Protection and Government Accountability Act (2024)

- **Details:**
 - Stricter rules for raising state and local taxes, fees, and assessments – disruption of fiscal certainty
 - Increases the ability to challenge or repeal revenue-raising measures
 - Fees may not exceed the actual cost of the service provided, defined as the “minimum amount necessary”
 - New taxes can only be imposed for a time-specific period
 - Requires new state taxes to be subject to majority vote approval
- **Proponents:** California Business Roundtable
- **Next Steps:** Qualified for the 2024 November Ballot. Negotiations pending

Priority Legislation

ACA 1 (Aguiar-Curry): Local government financing: Voter Approval

- **Details:**
 - Recently amended to include special districts
 - Reduces the GO Bond Threshold from 67% to 55% for affordable housing or public infrastructure projects
 - Public infrastructure defined as projects that provide:
 - Water or protection of water quality
 - Sanitary sewer
 - Treatment of wastewater or reduction of pollution from stormwater runoff
- **Proponents:** California Professional Firefighters, CSDA, Housing Groups
- **Next Steps:** Currently in the Assembly Appropriations Committee

Relationship Building



Senator Steve Padilla



Assembly Member Eduardo Garcia



California Association of Sanitation Agencies



**California Special
Districts Association**
Districts Stronger Together

California Special District's Association

Questions?



Christopher Townsend
President

 ctownsend@townsendpa.com



Eric O'Donnell
Deputy Director

 eodonnell@townsendpa.com

California Advocacy | Federal Advocacy | Grant Writing

www.TownsendPA.com | (949) 399-9050



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Ed Luna Mechanical Technologist III
SUBJECT: Authorize the Purchase of Floway Pump Assembly in an Amount Not to Exceed \$129,728

Suggested Action

Approve

Strategic Plan Compliance

GOAL 3: Excellent Facilities

Fiscal Impact

The total cost of the secondary water pump replacement proposal is \$129,727.87. The secondary water pump replacement is included in the FY 2023/24 Capital Improvement Budget CIP #21-001 allowing for a total of \$160,000.

Environmental Review

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

Background

The secondary water pumps were inspected and found that one requires replacing as soon as possible (i.e., fiscal year 21/22). Both secondary water pumps were originally slated to be replaced in FY 2021/22. Subsequently, only 1 Pump was replaced in June 2022 due to mechanical failure. The current condition of pumps and corrosion of existing piping has resulted in Staff requesting the purchase order approval for G3 Engineering, as they are the only representative for Floway parts in the nation. The current demand of Secondary Water supply on the plant for normal day to day operations and expected lead time of 25 weeks for parts necessitates immediate purchase.

Recommendation

Staff recommends that the Board of Directors authorize the purchase of a secondary water pump assembly and rental of equipment as needed, for installation.

Attachments

[PO_for_Secondary_Water_Pumps.pdf](#)



Purchase Order

Please legibly print the information needed below.

Please attach all necessary documentation to the Purchase Order.

45-500 Van Buren Street
 Indio, CA 92201
 Phone: 760-238-5400

| | |
|-------------------|-------------------|
| PO # format: | MMDDYYYY-Initials |
| Purchase Order #: | 08012023-Ed Luna |
| Date: | 8/1/2023 |
| Requested By: | Ed Luna |

| | |
|-------------------|-----------------------|
| Vendor Name: | G3 Engineering, Inc. |
| Address: | P.O. Box 2148 |
| City, State, Zip: | Granite Bay, Ca 95746 |
| Phone #: | (559)797-4953 |
| Attention: | Mark Knudsen |

| Need By | Ship Via | Ordered By | Terms |
|---------|----------|------------|--------|
| Soon | Freight | Ed Luna | Net 30 |

| Quantity | Description | Unit Price | Extended Price |
|-----------|--|-------------------|----------------|
| 1.00 | Flowway Pump six stage Model 10JKL, | \$ 64,500.00 | \$ 64,500.00 |
| 1.00 | Fabricated discharge head with 150# flange | \$ 25,770.00 | \$ 25,770.00 |
| 2.00 | 40 HP Drive Mtr 460v 1800 RPM | \$ 13,760.00 | \$ 27,520.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | Shipping / freight (estimate, if necessary) | | \$1,500.00 |
| ACCOUNT # | CIP #21-0001 | | |
| QUOTE #: | 3381 | SUBTOTAL | \$ 119,290.00 |
| NOTES AND | CIP Project to replace 2nd of 2 Secondary Water Pumps. | TAX 8.75 % | \$ 10,437.87 |
| COMMENTS: | | TOTAL | \$ 129,727.87 |

APPROVALS, AS NEEDED:

| | |
|--------------------|-------|
| SUPERVISOR: | Date: |
| MANAGER: | Date: |
| FINANCE: | Date: |
| GEN'L MGR: | Date: |
| BOARD: | Date: |



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Tino Tijerina, Facility Maintenance Supervisor
SUBJECT: Authorize the General Manager to Execute a Professional Service Agreement for SCADA and PLC Maintenance in the amount not to exceed \$44,358

Suggested Action

Approve

Strategic Plan Compliance

GOAL 3: Excellent Facilities

Fiscal Impact

The contract is for the amount of \$44,358.00 which will cover the remainder of the 2023/2024 Fiscal Year. This amount is budgeted within Operations Budget 11-5500-411-1.

Environmental Review

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

Background

VSD had a SCADA and Maintenance contract with TriMax/Tesco. Trimax/Tesco was bought by United Flow Technologies in April 2023. This chain of events has caused many of the employees to leave the company thus creating a service shortfall. Staff began using Soffa on an emergency basis, due to not being able to receive support or any correspondence from Trimax/Tesco. Joe Mariano the Integration Technician formally with Trimax is now with Soffa and has been helping us once again maintain our SCADA system.

Recommendation

Staff recommends that the Board of Directors authorize the approval of a one-year contract with Soffa Process Control for the SCADA and PLC Maintenance.

Attachments

[Service Agreement_VSD R1.pdf](#)

**VALLEY SANITARY DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR
SCADA AND PLC MAINTENANCE**

This Agreement is made and entered into as of August 8, 2023 by and between the Valley Sanitary District, a California Special District and **SOFFA Electric, Inc.** a Corporation with its principal place of business at **5901 Corvette Street, Commerce, CA 90040** (hereinafter referred to as "Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

- A. District is a public agency of the State of California and is in need of professional services for the following project:
SCADA and PLC Maintenance (hereinafter referred to as "the Project").
- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project. Consultant shall provide the District with the services described in the scope of services attached hereto as Exhibit "A" and by this reference incorporated herein.
2. Compensation.
 - a. The District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A" attached hereto and by this reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement to not exceed the sum of **\$44,358.00 per year**. This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses.
 - b. Periodic payments shall be made within thirty (30) days of receipt of an undisputed invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis. The District may withhold a portion of an application for payment because of defective work not remedied or unsatisfactory prosecution of the work by the Consultant. The District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. The District will not pay late fees to the Consultant on the compensation due Consultant under the terms of this Agreement.

c. Payment shall not constitute acceptance of any work completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the District for any reason whatsoever.

3. Additional Work. If changes in the work seem merited by Consultant or District, and informal consultations with the other Party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by the Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Term of Agreement.

a. The term of this Agreement shall be from **August 8, 2023** to **August 31, 2026**, unless earlier terminated as provided herein. The District shall have the unilateral option, at its sole discretion, to renew this Agreement at the same price for no more than **three (3)** additional one-year terms. Consultant shall complete the services within the term of this Agreement 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.

b. Consultant shall complete the services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

c. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed.

5. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Consultant's Books and Records.

a. Consultant shall keep and shall preserve for four (4) years after final completion of the project, accurate and detailed records of all ledgers, books of account, invoices,

vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to the District under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give the District and its agents, during normal business hours, access to such Books and Records. The District and its agents shall have the right to make copies of any of the said Books and Records.

b. Where the District has reason to believe that any of the Books and Records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, the District may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to the District and its representatives.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

8. Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at its expense all permits and licenses necessary to accomplish the services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

9. Qualifications. Consultant represents and warrants to the District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the services in a competent and professional manner.

10. Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

11. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

12. Independent Contractor. Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

13. Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

| Coverage | Combined Single Limit |
|------------------------------|---|
| Commercial General Liability | \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage |
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage |
| Employer's Liability | \$1,000,000 per occurrence |
| Professional Liability | \$1,000,000 per claim and aggregate (errors and omissions) |

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District and, shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

14. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the District, its officials, officers, employees, agents or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

15. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations Title 8, Section 16000,

et seq. ("Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable.

c. The Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

16. Verification of Employment Eligibility. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

17. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

18. Termination

a. The District may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Consultant. Upon receipt of the termination

notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event the District renders such written notice to Consultant, Consultant shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. The District shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's services. Consultant acknowledges the District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might arise from the District's termination of this Agreement. Consultant shall deliver to the District and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and, shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Documents. All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be deemed solely the property of the District. Consultant will take such steps as are necessary to perfect or protect the ownership interest of the District in such Work Product. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to the District all such original Work Product in Consultant's possession or control.

20. Confidential Information. All information gained or Work Product produced by Consultant in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Consultant shall not release or disclose any such information or Work Product to persons or entities other than the District without the prior written consent of the District, except as otherwise required by law. Consultant shall promptly notify the District should Consultant or its representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

21. Organization. Consultant shall assign **Carolena Castro** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

22. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

23. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201
Attn: General Manager

CONSULTANT:

SOFFA Electric, Inc.
5901 Corvette Street
Commerce, CA 90040
Attn: Joe Mariano

and shall be effective upon receipt thereof.

24. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

25. Cooperation. Consultant shall cooperate in the performance of work with the District and all other agents.

26. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

27. Entire Agreement. This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which is not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

28. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

29. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement.

30. Non-Waiver. None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

31. Time of Essence. Time is of the essence for each and every provision of this Agreement.

32. District's Right to Employ Other Consultants. District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

33. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

34. Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

35. Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

36. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON FOLLOWING PAGE]



Head Office

5901 Corvette Street,
Commerce, CA 90040
Tel: (323) 728-0230
Fax: (323) 558-7088

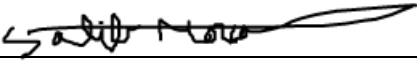
**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VALLEY SANITARY DISTRICT
AND SOFFA ELECTRIC, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

VALLEY SANITARY DISTRICT

SOFFA ELECTRIC, INC.

By: _____
Jason Dafform
General Manager

By: 

Salib Mansour
Vice President



Valley Sanitary District SCADA and PLC Support Services

NOTICE

This document contains information that is confidential and proprietary property of SOFFA ELECTRIC, INC and has been provided for the sole purpose of evaluation. Recipient agrees that this document may not be copied, published, disclosed or used for any other purpose without the express written consent of SOFFA ELECTRIC, INC.

SOFFA ELECTRIC
www soffaelectric.com

To: Valley Sanitary District
 Attention: Beverli A. Marshall
 Project Name: SCADA and PLC Maintenance

Date: 08/08/2023
 Estimate No.: **E-2792Q02**

Thank you for this valued business opportunity. SOFFA ELECTRIC, INC. (SOFFA), MBE/WBE, UL508A/UL698A Certified System Integrator is pleased to propose the following scope of work for the project referenced above.

Scope of Work

| A. SCADA and PLC Maintenance | | |
|------------------------------|-----|---|
| Item | QTY | Description |
| 1 | LS | Provide an Automation Engineer for onsite and/or remote support as follows: <ul style="list-style-type: none"> • Programming assistance for the district’s control panels and equipment. • PLC and SCADA support, diagnostics, verification, and solutions per the district’s standards. • PLC and SCADA program development to improve plant operation per the district’s standards. • Coordination between Contractors and Automation Engineers • PLC/SCADA software updates if applicable. • Field Service Engineer on-site support, as needed. • On Call Services |
| B. Cost Summary | | |
| | | Total: \$44,358.00 |

E. Exceptions/Clarifications

- a. **The above quotation includes budgeted hours to perform Programming Services as noted. Contract not to exceed \$44,358.00 per year.**
- b. MSB, MCC, VFD’s, FSCP, UPS System, 480V Electric Power Service, Switchboard, Load center, Power Monitoring, Junction boxes, vaults, trenching, demolitions, pipe spools, pneumatic tubing, connectors and fittings, any conduit, wire, any cables and any electrical hardware and supports, unless otherwise noted.
- c. Any pre-packaged instruments (VCP), Purging, Piping, system and its control hardware other than listed above.
- d. Factory calibration of instruments will take precedence over field calibrations.
- e. Provision/Installation of any Fiber Optic Systems, Demolition, Mechanical Devices, Concrete Pads, Pipes, Motor Operation Valves, Solenoid Valves, Butterfly type Flow Control Valves, Current-to-Pressure Transducers, Limit Switches, Temperature Switches and its control hardware, Sunshields, stanchions, valves, mounting items not included unless noted above.
- f. Unless otherwise noted above by the Scope of Work, quote is to furnish only and does not include installation labor, termination, construction work, site improvements, trade labor, contractor services and/or startup and testing services.
- g. Flow Meter Spools Excluded.

- h. SOFFA will only be responsible for calibrating SOFFA provided instrumentation and will not be held responsible for instrument calibrations for instrumentation provided by others.
- i. Instrumentation will be provided loose if not installed in an SOFFA provided panel.
- j. Electrical Power Studies, Seismic Calculation, NETA Testing and Insulation Testing not included unless noted above.
- k. SOFFA Is not responsible for verifying the accuracy of instrument installation, sizing type, proper electric circuits, correct number of control wires with their conduits.
- l. Existing instrument calibrations are not included.
- m. I&C Submittals to be provided **approximately 8-10 weeks** after receipt of purchase order or written notice of intent.
- n. I&C Delivery to be scheduled **approximately 14-16 weeks** minimum after submittal approval and written notice of release.
- o. If bonding required please add **1.189%** to the total purchase amount.
- p. Unless otherwise notes, radio equipment, antennas, and Antenna Tower are excluded.

For any questions related to this proposal, please email Sales@SOFFAELECTRIC.com.

Sincerely,

Salib Mansour, PE
Vice President
Email: Salib.Mansour@SOFFAELECTRIC.com



Valley Sanitary District

DATE: August 22, 2023

TO: Board of Directors

FROM: Jeanette Juarez, Chief Administrative Officer

SUBJECT: Authorize General Manager to Negotiate and Execute a 6-Year Contract with Willdan Financial Services to Provide Administration Services for Assessment District No. 2004-VSD in an Amount not to Exceed \$58,650

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

The proposed budget for administration and arbitrage rebate services for fiscal years 2023/24 - 2028/29 is \$58,650 or \$9,775 annually.

Environmental Review

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

Background

The Bond Closing for Assessment District (AD) 2004-VSD for participating Shadow Hills area developments was August 4, 2005. The annual administration for the AD requires determining the assessment of each parcel annually, preparing the annual levy to be submitted to the Auditor-Controller's office, providing contact with the public to answer questions regarding the assessment, tracking and managing delinquency of property tax related to the AD, disclosure reporting according to the Continuing Disclosure Agreement, and reapportionments for parcels that are subdivided

following the formation of the AD. Reapportionment fees have already been paid to the District by developers associated with the formation of the AD. Most of the properties within the AD has already been reapportioned.

The existing Willdan Financial Services contract has concluded the five (5) year AD administration services period previously authorized by the Board. The firm has extensive information dating back to 2006 that is imperative to the continued reporting and compliance for the AD.

Recommendation

Staff recommends that the Board of Directors:

1. Award a contract to Willdan Financial Services for a 6-year term, to provide administration services for Assessment District No. 2004-VSD not to exceed \$9,775 per year, including Arbitrage Rebate Report, and
2. Authorize the General Manager to sign such an agreement.

Attachments

[7.4 Attachment A Valley Sanitary District AD 2004 \(LID-ARB\).pdf](#)

July 27, 2023

Mr. Jason Dafforn
General Manager
Valley Sanitary District
45-500 Van Buren Street
Indio, CA 92201

Re: Letter Agreement to Conduct LID Annual Administration and Arbitrage Rebate Services for the Valley Sanitary District

Dear Mr. Dafforn:

Per our correspondence, please find Willdan Financial Services' ("Willdan") proposed scope of services and budget to conduct annual administration and arbitrage rebate services for FYs 2023/24 – 2028/29 for Assessment District No. 2004-VSD for Valley Sanitary District ("District").

Local Improvement District Annual Administration

The following outlines the tasks necessary to annually administer Assessment District No. 2004-VSD, 1915 Act Assessment District.

1. Prepare an annual levy budget for the district calculate the annual levy amount for each parcel, including principal, interest and administration costs.
2. Prepare a financial analysis for the district, taking into account funds held by the District, fiscal agent, and funds yet to be received from the county, as well as debt service payments to be made, and administration costs to be paid to determine any possible annual levy adjustments.
3. Maintain and periodically update an electronic database containing parcel basis data and annual Special Assessment levy amounts by Assessor's Parcel Number.
4. Provide assessment installment information for each parcel, formatted in the required configuration to the County Auditor/Controller's Office for placement on the property tax roll.
5. Research and, if possible, resubmit installment amounts that are rejected by the County Auditor/Controller's Office. Any assessment installment that cannot be collected on the County property tax roll will be invoiced directly to the property owner of record on behalf of the District.
6. Provide a toll-free number to field inquiries from District staff, property owners, and other interested parties regarding assessment proceedings and annual installments.
7. Prepare an annual report, which will include a series of schedules, district summary information, what was applied to the roll for each parcel, broken down by principal, interest and adjustments; delinquency summary information; value-to-lien ratios; current debt service and amortization schedules; and bond call summary.
8. Provide prepayment quotes of assessment liens and/or Notices of Assessment for all interested parties, upon request. Fees for this service are paid by the requesting party and may be charged to a credit card; there is no charge to property owners and/or to the District. Willdan will obtain recordation information for prepaid assessments and coordinate the Release of Lien.
9. Perform all required bond call spreads and coordinate the early redemption of outstanding bonds.
10. Monitor delinquent installment payments with delinquent installments in excess of \$750 as October 1 each year and provide reports identifying each of the delinquent parcels and the corresponding delinquent installment amounts to the District.
11. Provide a report to the County Assessor's office each year, as required by Revenue and Taxation Code 163. The report will include a listing of each active parcel contained in each Assessment District, the remaining assessment amount, and the owner of each parcel obtained from the County secured roll. Additional information will be provided for parcels that paid off their assessment during the year and will include the date and amount paid and, if available, the party paying off the assessment. This information will be sent electronically and in a hardcopy format to the County in January of each year.

Delinquency Management Services

Assist the District in complying with its foreclosure covenant by providing a wide variety of delinquency management services that can be tailored to fit the District's needs.

1. Monitor delinquent tax bill payments in February and June of each year.
2. Provide delinquency reports to the District in or around October of each year.
3. Send a delinquency reminder after the first installment of the tax bill becomes delinquent.
4. Send a thirty-day (30) delinquency demand letter after installments of the tax bill becomes delinquent. Each demand letter will include a brochure that provides answers to Frequently Asked Questions (FAQs) regarding delinquencies.
5. Cause the removal of the delinquent installments of Special Assessments/Taxes for the current and/or prior tax year(s) from the County tax roll in excess of \$750. Such removal will comply with SB 1471.
6. Send a final twenty-one day (21) delinquency foreclosure letter to each delinquent; property owner after confirmation from the County for the removal of the delinquent Special Assessments/Taxes. Foreclosure letters shall contain a brochure providing answers to frequently asked questions regarding delinquencies and judicial foreclosures.
7. Send those parcels whose Special Assessments/Taxes continue to remain delinquent after twenty-one days (21) from mailing of the foreclosure letters, to the foreclosure attorney to collect the delinquent Special Assessments and all applicable penalties, interest fees, and other authorized costs through the District's retained foreclosure counsel.
8. Provide, throughout the entire Delinquency Management/foreclosure process, a toll-free telephone number at Consultant to field inquiries from staff, parcel owners, lenders, and other interested parties concerning annual installments and delinquencies.
9. Assist foreclosure counsel to initiate and prosecute judicial foreclosure proceedings in accordance with bond foreclosure covenants for those parcels sent to foreclosure.
10. Provide, upon request, payoff quotes for stripped delinquent assessment installments for all interested parties. Fees for this service are paid by the requesting party and may be charged to a credit card; there is no charge to the District.

Foreclosure Services

Once the delinquent assessments/taxes have been forwarded to judicial foreclosure counsel, Consultant can provide the following services upon request by the District:

1. Prepare and forward a detailed report of the parcels to be foreclosed to foreclosure counsel.
2. Provide foreclosure counsel with the necessary resolutions and other documents to proceed with the judicial foreclosure process.
3. Keep the District and foreclosure counsel apprised of special situations arising of which we become aware, such as bankruptcies of parcel owners, tax foreclosure sales. Deed of Trust "Trustee" foreclosure sales, and so forth.
4. Provide foreclosure counsel with "subsequent year" delinquency information consisting of any installments/years that become delinquent on parcels already in foreclosure.
5. Generally respond to inquiries from District staff and foreclosure counsel regarding the status of a foreclosure action and other pertinent, relevant information

Continuing Disclosure Reporting

With respect to the preparation and dissemination of the Annual Financial Information Statements, Willdan will provide one or all of the following services, upon direction by the District:

1. Review pertinent documents relating to the debt issue, including the official statement, financial statements and annual reports.
2. Collect third-party data and other information required to be included in the Annual Financial Information Statement directly from trustees, fiscal agents, state and county agencies, and others, as applicable.

3. Create a draft of the Annual Financial Information Statement for review by the District.
4. Finalize and disseminate the disclosure reports to the Bank of NY Trust Company, and any other party as directed by the District.
5. Prepare, upon notification by the District and/or if Willdan becomes aware and if deemed to be material, Notices of Occurrence of Listed Events covering events enumerated in Rule 15c2 12(b) for review by the District.

Optional Services – Assessment Apportionment Services

1. Provide apportionment application forms with simple step-by-step instructions for both the District's counter person and the property owner.
2. Calculate the amended assessments according to the Original Method of Spread.
3. Send required notification via certified mail.
4. Prepare all necessary resolutions, certifications, and other documentation related to the apportionment process.
5. Prepare an Amended Assessment Diagram and Notice of Amended Assessment.
6. Record, on behalf of the District, both the Notice of Amended Assessment and the Amended Assessment Diagram at the County Recorder's Office. We will deliver to the District a conformed copy of the diagram and notice, together with a comprehensive apportionment report

Client Responsibilities – Annual Administration

Willdan will rely on obtaining the following information from the District in order to properly administer assessment district.

- Updated boundary diagram (if an updated diagram is required).
- Electronic listing of new/changed exemption information applicable to the sewer charges.
- Annual budget information, including estimated fund balances.
- Annual financial statements.
- An electronic listing of all parcels within each district for the most recent fiscal year, with the corresponding parcel information necessary to calculate the assessments.
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy.
- The District will assist Willdan in obtaining pertinent development information, if needed.
- Documents relating to the methodology for the calculation of the levy of assessments/special taxes or charges as applicable to all district types.
- As required by law, the District is responsible for publishing public hearing notices in the local newspaper, as well as for the posting of these notices (if applicable).

Arbitrage Services

Task 1: Define Compliance Needs and Provide Implementation Schedule

Objective: Obtain bond documents, prior reports, and transactional data necessary to prepare arbitrage computations.

Description: WFS will review the bond documents and prior reports provided by the Client and assess the special elections made at issue and the availability of regulatory exceptions.

Task 2: Verify Bond Yield and Prepare Arbitrage Rebate and Yield Restriction Analysis

Objective: Compute the cumulative arbitrage rebate liability and/or yield reduction payment accrual for each bond.

Description: Utilizing data provided by the Client and authorized third parties, Willdan will:

- Verify the bond yield as stated in the bond documents;
- Identify the bond proceeds subject to arbitrage rebate compliance;
- Assume all expenditures of bond proceeds have been made in accordance with Section 148(f) of the Internal Revenue Code;
- Compute investment earnings, taking into account the proper allocation of commingled funds;
- Future value transactions to the computation date;
- Test for exceptions to rebate and penalty in-lieu requirements;
- Analyze unspent project funds and overfunded reserves subject to yield restriction pursuant to Section 148(f) of the Internal Revenue Code;
- Determine the cumulative arbitrage liability pursuant to Section 148(f) of the Internal Revenue Code; and
- Determine the yield reduction payment pursuant to Section 148(f) of the Internal Revenue Code.

Task 3: Review and Assess Analysis Outcome

Objective: Multi-tiered review of each prepared report and internal discussion of assumptions and opportunities to reduce the rebate liability.

Description: Proper application of the arbitrage rebate regulations requires understanding the purpose of the financing and the investment and expenditure of bond proceeds.

Once the mathematical analysis is complete, a comprehensive review of the report will be performed noting computational assumptions and technical issues to be evaluated. If appropriate, these issues will be communicated to the Client.

Deliverable: Possible discussion with your staff.

Task 4: Conclusions, Recommendations, and Action Plan

Objective: Develop conclusions, recommendations, and produce reports.

Description: Willdan will deliver a cumulative inception to current bond year arbitrage rebate report for each bond under contract and, if warranted, will offer recommendations for actions to be taken including:

- Areas where allocation and accounting methodology could be enhanced;
- Identification of technologies not currently in use that may be applicable and appropriate for future consideration;
- Identification of obstacles or challenges that could prevent timely or accurate compliance; and
- Instructions for filing IRS forms.

Deliverable: Completed arbitrage rebate report for each bond under contract inclusive of:

- Executive Summary detailing the assumptions and methodology used;
- Summary Analysis of all relevant dates;
- Sources and uses of funds;
- Arbitrage yield and yield restriction requirements;
- Rebate liability summarized and by fund;
- Arbitrage/Investment Yield Comparison Graph;
- Rebate Calculations by fund; and
- Outstanding Investments Summary.

Task 5: Review Results

Objective: Discuss arbitrage rebate positions, opportunities, and possible areas of enforcement concern.

Description: Key strategic and procedural issues will be discussed, as well as strengths and challenges relating to long-term arbitrage rebate compliance.

Deliverable: Discussion with Client staff.

Task 6: File IRS Payment and Refund Requests

Objective: Assist with filing arbitrage rebate payments and refund requests.

Description: Willdan will supply completed IRS forms and payment instructions, as needed.

Deliverable: Completed IRS Payment and Refund Request Forms, with accompanying instructions.

Task 7: Monitor Regulatory Enhancement and Enforcement Actions

Objective: WFS will help Client staff stay abreast of regulatory interpretation and enforcement.

Description: WFS requires analyst staff to participate in yearly continuing education events and encourages discussion of current regulatory interpretation with clients. Depending upon the circumstances, WFS may recommend procedural and documentation changes to Client staff.

Deliverable: Audit assistance.

Client Responsibilities

Throughout the contract term, Willdan will rely on the validity and accuracy of Valley Sanitary District's data and documentation and the County secured tax roll to complete the scope of services identified herein without performing an independent verification of accuracy. Furthermore, we will not be responsible for any errors that result from inaccurate data provided by the District, the County or any third party. However, we will do our best to identify any obvious errors and bring them to the District for discussion.

Project Disclaimer

Valley Sanitary District further represents, acknowledges, and agrees that:

- (i) The District uses the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The District is not looking to Willdan to provide, and District shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the District with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the District, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the District, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the District recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the District will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the District is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Budget

Local Improvement District Annual Administration

The fees are based on the time estimated that will be spent on average each year for the administration of the district.

| LID Annual Administration Services | | | | | | |
|------------------------------------|----------|----------|----------|----------|----------|-------------------|
| District | FY 23/24 | FY 24/25 | FY 25/26 | FY 26/27 | FY 27/28 | FY 28/29 |
| AD 2004-VSD | \$ 9,000 | \$ 9,000 | \$ 9,000 | \$ 9,000 | \$ 9,000 | \$ 9,000 |
| Total Administration Fee | | | | | | \$ 54,000* |

*Prepayment calculation: \$150.00 per prepayment (Paid by the Requestor)

Delinquency Management & Subsequent Foreclosure Services

As the service is rendered, the following fees are invoiced. They are ultimately paid by, or on behalf of, the delinquent property owners.

| Services | Fees |
|--|-------|
| Fees Ultimately Reimbursed to the District Recoverable Through Special Tax Levy | |
| Delinquency Reminder Letter ⁽¹⁾ | \$ 15 |
| Delinquency Demand Letter ⁽¹⁾ | 45 |
| Fees Ultimately Reimbursed to the District by Delinquent Property Owner | |
| Foreclosure Letter (per parcel) ⁽¹⁾ | \$ 65 |
| Effect Removal from Tax Roll and Record Subsequent Notice of Satisfaction ⁽²⁾ | 125 |
| Prepare and Monitor Payment Plan (per parcel) | 200 |
| Subsequent Foreclosure Services | 150 |
| Fees Paid Directly to Willdan by Requestor | |
| Delinquency Demand Payoff ⁽³⁾ | \$ 50 |
| Zero Demand ⁽²⁾ | 50 |

⁽¹⁾ Postage will be charged as a direct expense.

⁽²⁾ This fee complies with Section 8833 of the California Streets and Highways Code and/or Section 53356.2 of the California Government Code, which requires recording of a Notice of Intent to Remove Delinquent Special Assessments and/or Special Taxes from the County tax roll. It DOES NOT include the County tax roll removal charge, or similar fee, if any.

This fee is waived for the property owner (except for escrow purposes) or for the Client.

Optional – Assessment Apportionment

Apportionment and Amended Assessment Diagram. The property owner pays these fees.

| Assessment Apportionment | | |
|-----------------------------------|----------|----------------|
| Parcel Amount | Base Fee | Per Parcel Fee |
| 1 to 4 Parcels | \$1,000 | \$25 |
| 5 to 25 Parcels | \$1,250 | \$20 |
| 26 or More Parcels | \$1,500 | \$15 |
| Review of Diagram and Spread Only | \$650 | N/A |

Arbitrage Rebate Services

| Arbitrage Rebate Services | | |
|---|------------|------------|
| Issue Name | Issue Date | Annual Fee |
| Assessment District No. 2004-VSD (Shadow Hills Interceptor) Limited Obligation Improvement Bonds, Series 2005 | 8/4/2005 | \$775 |

Reimbursable Expenses

Willdan will be reimbursed for out of pocket expenses. Examples of reimbursable expenses include, but are not limited to:

- Postage;
- Maps;
- Construction cost periodicals;
- Electronic data furnished by the County and/or other applicable resources; and
- Copying (currently 6¢ per copy).

Any additional expense for reports or from outside services will be billed to the District, plus a fifteen-percent mark-up. Charges for meeting and consulting with counsel, the District, or other parties regarding services not listed in the scope of work will be at our then current hourly rates (refer to rate schedule on the following page).

In the event that a third party requests any documents, Willdan may, in accordance with the applicable rate schedule, charge such third party for providing said documents.

Hourly Rates

Additional authorized services will be billed at Willdan’s then-current hourly consulting rates. Our current hourly rates are presented below.

| Willdan Financial Services Hourly Rate Schedule | |
|--|-------------|
| Position | Hourly Rate |
| Group Director | \$210 |
| Principal Engineer | \$236 |
| Assistant Director / Principal Consultant | \$200 |
| Senior Project Manager | \$165 |
| Project Manager / Program Director | \$145 |
| Senior Project Analyst | \$130 |
| Senior Analyst | \$120 |
| Analyst | \$100 |
| Assistant Analyst | \$75 |

Authorization

General terms and conditions for this engagement are included as Attachment 1. If the terms of this engagement are acceptable to you, please sign where indicated and email this letter back to:

Nicolle Stormon
Proposal Services Manager
Ph. (800) 755-6864 | E-mail: NStormon@willdan.com

We are excited about this opportunity to use our skills and expertise to continue to assist the Valley Sanitary District and look forward to hearing from you. If you have any questions regarding this proposal, please contact Project Manager Chonney Gano via Tel #: (951) 972-8106, or email at CGano@willdan.com.

Sincerely,

Willdan Financial Services



Josephine Moses
Vice President/Assistant Director
District Administration Services

Valley Sanitary District, CA

Jason Dafforn
General Manager

Date

ATTACHMENT 1 TO LETTER AGREEMENT

TERMS AND CONDITIONS

The Letter Agreement between the Valley Sanitary District (“Client”) and Willdan Financial Services (“WFS”) is subject to these Terms and Conditions (collectively, this “Agreement”).

1. Additional Services. Additional services shall be performed by WFS only upon Client’s request evidenced by a written addendum executed by both parties.
2. Compensation. WFS shall submit monthly statements for services. Payments shall be due and payable within 30 days of invoice and if not timely paid shall bear interest at the rate of 1.5% per month.
3. Termination. Either party may terminate this Agreement at any time upon 30 days’ written notice. In the event of early termination, WFS shall be paid for services performed prior to the effective date of termination.
4. Data Provided by Client. WFS shall rely upon data provided by Client without independent verification of accuracy. WFS shall not be responsible for any errors resulting from its use of inaccurate data provided by Client.
5. Indemnification. Each Party shall indemnify the other from claims resulting from their respective negligence or other wrongful conduct or the negligence or other wrongful conduct of their respective officers, agents or employees.
6. Insurance. WFS shall maintain the following insurance:
 - a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.
 - b. Commercial General Liability Insurance, with limits not less than \$1,000,000 per occurrence and general aggregate.
 - c. Commercial Automobile Liability with limits not less than \$1,000,000 per occurrence.
 - d. Professional Liability with limits not less than \$1,000,000 per claim and annual aggregate.
 - e. All policies except Professional Liability and Workers Compensation shall include Client as an additional insured and be primary with respect to any insurance carried by WFS. All policies shall include a waiver of subrogation in favor of Client.
 - f. WFS shall provide Client with certificates of insurance evidencing compliance with the above insurance requirements prior to commencing services.
7. Miscellaneous.
 - a. Titles used in this Agreement are for general reference and are not a part of the Agreement.
 - b. This Agreement shall be interpreted as though prepared by both parties.
 - c. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
 - d. This Agreement shall be interpreted under the laws of the State of California.
 - e. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.
 - f. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.
 - g. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing or environmental impact reports.
 - h. WFS’s waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.
 - i. WFS shall not be responsible for the performance of services by third parties not retained by WFS.



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Receive and File CalPERS Health Plan Rates Effective January 1, 2024

Suggested Action
Review

Strategic Plan Compliance

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

Fiscal Impact

There is no fiscal impact to the District based on the new medical plan premiums. On July 25, 2023, the Board of Directors adopted Resolution No. 2023-1186. This resolution established the District's contributions toward employees' health premiums (medical, dental, vision) each month. For the calendar year 2024, the total District contribution will be up to \$2,444 per month.

- \$151 toward the required PEMHCA minimum employer contribution for 2023 and \$157 effective January 1, 2024
- up to \$2,287 into a cafeteria plan toward medical, dental, and vision plan premiums

If an employee chooses a plan that is more than the District's total contributions, the additional amount will be deducted from the employee's paycheck each month.

Environmental Review

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

Background

The District contracts with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees with medical insurance benefits. On July 18, 2023, the CalPERS Board of Administration adopted the medical plans and premiums for the calendar year 2024 (Attachment A). The premiums for the most selected medical plans are attached to this report (Attachment B) along with Dental and Vision Plans. The 2023 Open Enrollment dates are September 18-October 13. Changes made during Open Enrollment take effect on January 1, 2024.

Recommendation

Staff recommends that the Board of Directors receive and file this report as information.

Attachments

[7.5 Attachment A CalPERS 2024 Healthcare Premiums 1.pdf](#)

[7.5 Attachment B Most Selected Health Premium Plans.docx](#)

July Board of Administration Offsite

**Proposed Regional 2024 Premiums Per Subscriber Per Month (PSPM)
One Risk Pool Three-Year Phase In with PPO Benefit Design Changes**

| Basic Plans | 2023 | | | 2024 | | | Percent Change |
|---|------------|------------|------------|------------|------------|------------|----------------|
| | Single | 2-Party | Family | Single | 2-Party | Family | |
| Basic Premiums - Region 1 | | | | | | | |
| Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba | | | | | | | |
| Anthem Blue Cross Select HMO | \$1,128.83 | \$2,257.66 | \$2,934.96 | \$1,138.86 | \$2,277.72 | \$2,961.04 | 0.89% |
| Anthem Blue Cross Traditional HMO | 1,210.71 | 2,421.42 | 3,147.85 | 1,339.70 | 2,679.40 | 3,483.22 | 10.65% |
| Anthem EPO Del Norte | 1,200.12 | 2,400.24 | 3,120.31 | 1,314.27 | 2,628.54 | 3,417.10 | 9.51% |
| Blue Shield Access+ HMO | 1,035.21 | 2,070.42 | 2,691.55 | 1,076.84 | 2,153.68 | 2,799.78 | 4.02% |
| Blue Shield Trio HMO | 888.94 | 1,777.88 | 2,311.24 | 946.84 | 1,893.68 | 2,461.78 | 6.51% |
| Kaiser Permanente | 913.74 | 1,827.48 | 2,375.72 | 1,021.41 | 2,042.82 | 2,655.67 | 11.78% |
| PERS Gold | 825.61 | 1,651.22 | 2,146.59 | 914.82 | 1,829.64 | 2,378.53 | 10.81% |
| PERS Platinum | 1,200.12 | 2,400.24 | 3,120.31 | 1,314.27 | 2,628.54 | 3,417.10 | 9.51% |
| UnitedHealthcare SignatureValue Alliance | 1,044.07 | 2,088.14 | 2,714.58 | 1,091.13 | 2,182.26 | 2,836.94 | 4.51% |
| UnitedHealthcare SignatureValue Harmony | N/A | N/A | N/A | 937.39 | 1,874.78 | 2,437.21 | N/A |
| Western Health Advantage HMO | 760.17 | 1,520.34 | 1,976.44 | 807.23 | 1,614.46 | 2,098.80 | 6.19% |
| Basic Premiums - Region 2 | | | | | | | |
| Fresno, Imperial, Inyo, Kern, Kings, Madera, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare and Ventura | | | | | | | |
| Anthem Blue Cross Select HMO | \$765.37 | \$1,530.74 | \$1,989.96 | \$807.71 | \$1,615.42 | \$2,100.05 | 5.53% |
| Anthem Blue Cross Traditional HMO | 935.12 | 1,870.24 | 2,431.31 | 1,034.38 | 2,068.76 | 2,689.39 | 10.61% |
| Blue Shield Access+ HMO | 842.61 | 1,685.22 | 2,190.79 | 869.14 | 1,738.28 | 2,259.76 | 3.15% |
| Blue Shield Trio HMO | 760.71 | 1,521.42 | 1,977.85 | 810.24 | 1,620.48 | 2,106.62 | 6.51% |
| Health Net Salud y Más | 698.91 | 1,397.82 | 1,817.17 | 684.77 | 1,369.54 | 1,780.40 | (2.02%) |
| Kaiser Permanente | 756.21 | 1,512.42 | 1,966.15 | 904.95 | 1,809.90 | 2,352.87 | 19.67% |
| PERS Gold | 695.93 | 1,391.86 | 1,809.42 | 799.44 | 1,598.88 | 2,078.54 | 14.87% |
| PERS Platinum | 1,014.80 | 2,029.60 | 2,638.48 | 1,151.50 | 2,303.00 | 2,993.90 | 13.47% |
| Sharp Performance Plus | 764.96 | 1,529.92 | 1,988.90 | 833.24 | 1,666.48 | 2,166.42 | 8.93% |
| UnitedHealthcare SignatureValue Alliance | 793.63 | 1,587.26 | 2,063.44 | 837.88 | 1,675.76 | 2,178.49 | 5.58% |
| UnitedHealthcare SignatureValue Harmony | 781.58 | 1,563.16 | 2,032.11 | 792.65 | 1,585.30 | 2,060.89 | 1.42% |
| Basic Premiums - Region 3 | | | | | | | |
| Los Angeles, Riverside and San Bernardino | | | | | | | |
| Anthem Blue Cross Select HMO | \$737.91 | \$1,475.82 | \$1,918.57 | \$841.13 | \$1,682.26 | \$2,186.94 | 13.99% |
| Anthem Blue Cross Traditional HMO | 942.73 | 1,885.46 | 2,451.10 | 1,012.67 | 2,025.34 | 2,632.94 | 7.42% |
| Blue Shield Access+ HMO | 738.29 | 1,476.58 | 1,919.55 | 756.65 | 1,513.30 | 1,967.29 | 2.49% |
| Blue Shield Trio HMO | 661.49 | 1,322.98 | 1,719.87 | 704.69 | 1,409.38 | 1,832.19 | 6.53% |
| Health Net Salud y Más | 606.34 | 1,212.68 | 1,576.48 | 630.13 | 1,260.26 | 1,638.34 | 3.92% |
| Kaiser Permanente | 754.64 | 1,509.28 | 1,962.06 | 865.41 | 1,730.82 | 2,250.07 | 14.68% |
| PERS Gold | 680.37 | 1,360.74 | 1,768.96 | 785.28 | 1,570.56 | 2,041.73 | 15.42% |
| PERS Platinum | 992.59 | 1,985.18 | 2,580.73 | 1,131.47 | 2,262.94 | 2,941.82 | 13.99% |
| UnitedHealthcare SignatureValue Alliance | 790.46 | 1,580.92 | 2,055.20 | 826.44 | 1,652.88 | 2,148.74 | 4.55% |
| UnitedHealthcare SignatureValue Harmony | 713.55 | 1,427.10 | 1,855.23 | 734.76 | 1,469.52 | 1,910.38 | 2.97% |
| Basic Premiums - Out of State | | | | | | | |
| Kaiser Permanente Out of State | \$1,155.43 | \$2,310.86 | \$3,004.12 | \$1,312.45 | \$2,624.90 | \$3,412.37 | 13.59% |
| PERS Platinum | 1,003.90 | 2,007.80 | 2,610.14 | 1,146.86 | 2,293.72 | 2,981.84 | 14.24% |

Most Selected Health Premium Plans

Kaiser HMO

| Enrollment Level | Plan Premium (\$) 2023 | Plan Premium (\$) 2024 | Change |
|-------------------|------------------------|------------------------|--------|
| Employee | 754.64 | 865.41 | 14.68% |
| Employee + 1 | 1,509.28 | 1730.82 | |
| Employee + Family | 1,962.06 | 2250.07 | |

Anthem Select HMO

| Enrollment Level | Plan Premium (\$) 2023 | Plan Premium (\$) 2024 | Change |
|-------------------|------------------------|------------------------|--------|
| Employee | 737.91 | 841.13 | 13.99% |
| Employee + 1 | 1,475.82 | 1682.26 | |
| Employee + Family | 1,918.57 | 2186.94 | |

PERS Gold (PPO)

| Enrollment Level | Plan Premium (\$) 2023 | Plan Premium (\$) 2024 | Change |
|-------------------|------------------------|------------------------|--------|
| Employee | 680.37 | 785.28 | 15.42% |
| Employee + 1 | 1,360.74 | 1570.56 | |
| Employee + Family | 1,768.96 | 2041.73 | |

PERS Platinum (PPO)

| Enrollment Level | Plan Premium (\$) 2023 | Plan Premium (\$) 2024 | Change |
|-------------------|------------------------|------------------------|--------|
| Employee | 992.59 | 1131.47 | 13.99% |
| Employee + 1 | 1,985.18 | 2262.94 | |
| Employee + Family | 2,580.73 | 2941.82 | |

In addition to the CalPERS medical plans, VSD offers its employees dental and vision plans. The cost of the plans is deducted from the maximum District contribution.

Dental

| Enrollment Level | Plan Premium (\$) 2023 | Plan Premium (\$) 2024 | Change |
|-------------------|------------------------|------------------------|--------|
| Employee | 42.12 | 44.64 | 6.0% |
| Employee + Spouse | 88.56 | 93.88 | |

| | | | |
|---------------------|--------|--------|--|
| Employee + Children | 124.72 | 132.20 | |
| Employee + S + C | 170.84 | 181.08 | |

Vision

| Enrollment Level | Plan Premium (\$) 2023 | Plan Premium (\$) 2024 | Change |
|-------------------------|-------------------------------|-------------------------------|---------------|
| Employee | 8.48 | 9.00 | 6.0% |
| Employee + Spouse | 18.28 | 19.40 | |
| Employee + Children | 14.80 | 15.72 | |
| Employee + S + C | 24.60 | 26.08 | |

Example 1: An employee selects Anthem Select (HMO) plan at the Employee + spouse/partner enrollment level. The medical premium will be \$1,682.26, dental will be \$93.88, and vision will be \$19.40 for a total cost of \$1,795.54. This amount is less than the District maximum contribution of \$2,444.00 therefore the employee pays nothing.

Example 2: An employee selects PERS Platinum (PPO) Employee + Family enrollment level. The medical premium will be \$2,941.82, dental will be \$181.08, and vision will be \$26.08 for a total cost of \$3,148.98. This amount is more than the allotted \$2,444.00, therefore \$704.98 will be deducted from the employee's paycheck each month.



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Review and Provide Direction Regarding the Valley Sanitary District Investment Policy

Suggested Action Discussion

Strategic Plan Compliance
GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no fiscal impact from this report.

Environmental Review

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

Background

California Government Code Section 53646 requires that all public agencies adopt an investment policy and that the policy be reviewed and approved annually. On August 10, 2021, the District adopted Resolution No. 2021-1151 adopting the VSD Investment Policy and no amendments have been executed.

Local Agency Investment Guidelines highly recommend that the internal treasury staff conduct a review annually. According to the California Debt and Investment Advisory Commission (2020), “an update in the investment policy is warranted if treasury staff’s review results in a material change in policy due to either a change in statute or a change in the agency’s goals and objectives for safety,

liquidity and yield” (P.14).

Discussing the policy now allows sufficient time for full Board examination, analysis, and recommendations before the policy is presented for approval in September.

Recommendation

Staff recommends that the Board of Directors review and provide direction regarding the Valley Sanitary District investment policy.

Attachments

[7.6 Attachment A Investment Policy Draft redlined.pdf](#)



Investment Policy

I. Purpose

The purpose of this investment policy (the “Policy”) is to provide guidelines for the prudent investment of the Valley Sanitary District's (the “District”) surplus monies not required for the immediate necessities of the District in accordance with federal, state, and other legal requirements, including applicable portions of California Government Code sections 53600 through 53686 and the District Resolution as adopted by the Board of Directors for the Valley Sanitary District (the “Board”).

The Board delegates the duty to annually prepare and submit a statement of the Policy and such policy changes deemed necessary to said Policy for their review and approval at a public meeting to the Chief Administrative Officer - General Manager of the District who oversees the finances of the District. (California Government Code section 53646(a).)

II. Scope

This Policy applies to the investment of all District funds, excluding CalPERS, OPEB Trusts, the investment of employees’ deferred compensation funds invested pursuant to California Government Code section 53609, and bond proceeds invested pursuant to their bond documents. Except for cash in certain restricted and special funds, the District will consolidate cash balances for all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping of assets, and administration. Investment income will be allocated to the various funds based on their respective cash balances and in accordance with generally accepted accounting principles.

Proceeds of debt issuance shall be invested in accordance with the general investment philosophy of the District as set forth in this Policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

III. General Objectives

As specified in California Government Code section 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives, in priority order, of investment activities shall be:

1. **Safety:** Safety of principal is the foremost objective of the District's investment program. Investments shall be undertaken in a manner that seeks to avoid capital losses from financial institution default, broker-dealer default or the erosion of market value. The objective is to mitigate credit risk and interest rate risk.
 - a) Credit Risk. The District will minimize credit risk, which is the risk of loss due to issuer default by doing the following:
 - i. Limiting investments to the types of securities listed in Section VII of this Policy.
 - ii. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the District will do business in accordance with Section V of this Policy.
 - iii. Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.
 - b) Interest Rate Risk. The District will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
2. **Liquidity:** Liquidity is the second most important objective of the District's investment program. The investment portfolio shall remain sufficiently liquid to enable the District to meet all operating and capital requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrently with cash needs to meet anticipated demands.
3. **Return on Investments** The investment portfolio shall be designed with the objective of attaining a market rate of return through budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

IV. Standard of Care

The District's investment program is a fiduciary responsibility, and shall be conducted using the following standards of care:

1. Prudence

The standard of prudence to be used by District investment officials shall be the "prudent investor standard" as required by California Government Code section 53600.3. The "prudent investor standard" requires investment officials investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, to act with care, skills, prudence, and diligence under the circumstances then

prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District.

2. Ethics and Conflicts of Interest

Investment officials and employees involved in the investment process shall refrain from personal business activities that could conflict with the proper execution and management of the investment program, or which could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and investment officials shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the District.

3. Delegation of Authority

~~Authority to manage the investment program is derived from California Government Code section 53600, et seq. Management responsibility for the investment program is vested solely in the Board. California Government Code section 53607 allows the Board to delegate such responsibility to the Treasurer of the District. The Board and the Treasurer of the District hereby delegate the responsibility to the General Manager of the District and the Business Services Manager of the District, both of whom oversee the financial affairs of the District, to invest, reinvest, purchase, acquire, exchange and sell investments in accordance with the Policy herein. California Government Code Section 53607 provides the authority for the legislative body to delegate full responsibility to the treasurer of the local agency. Investments will be directed under the authority of the Chief Administrative Officer of the Valley Sanitary District. Other authorized staff includes the General Manager. These other staff may direct investments in the absence of the Chief Administrative Officer or at other times as deemed appropriate.~~

~~Whenever possible, investment transactions are to be entered into during the absence of the Chief Administrative Officer should be discussed and approved in advance of the Chief Administrative Officer's absence. This approval should include the staff member who is going to initiate the investment transactions and the staff member who is going to approve them, and the associated disbursement of funds to complete the purchase.~~

The Board may also delegate day-to-day investment ~~decision-making~~decision-making and execution authority to an investment advisor. The advisor shall follow the Policy herein and such other written instructions as are provided.

V. Authorized Financial Institutions, Depositories, and Broker/Dealers

1. For District Directed Investments

The District shall select only financial institutions and depositories authorized to provide investment services to the District who are licensed and are in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations. In addition, the District will select security broker/dealers based on their creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least 5 years of operation), and may select Primary Dealers, as designated by the Federal Reserve, or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- a) Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines.
- b) Proof of Financial Industry Regulatory Authority (FINRA) certification (not applicable to Certificate of Deposit counterparties).
- c) Proof of state registration.
- d) Completed broker/dealer questionnaire provided by the District (not applicable to Certificate of Deposit issues).
- e) A signed certification form attesting that the individual has read and understood and agrees to comply with this Policy.

All Time Certificates of Deposit will be purchased directly from the institution receiving the deposit. An annual review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the ~~General Manager or Business Services Manager~~ Chief Administrative Officer or General Manager. A list of qualified financial institutions and broker/dealers will be reported annually to the Board concurrently with the Board's review of the Policy.

2. For Investments Executed by an Investment Advisor

Upon approval of the Board, an investment advisor ("Advisor") engaged by the District may use the District's approved issuers and broker/dealers for transactions on behalf of the District. For investments not purchased directly from the issuer, the Advisor will ensure that it has confirmed each broker/dealer's:

- a) Securities Exchange Commission (SEC) registration as a broker-dealer.
- b) Membership in Financial Industry Regulatory Authority (FINRA).
- c) FINRA State registration or licensure.

VI. Safekeeping and Custody

1. Safekeeping

All security transactions entered into by the District shall be conducted on a delivery-versus-payment basis. All securities purchased or acquired shall be delivered to the District by book entry, physical delivery or by third party custodial agreement as required by California Government Code section 53601. Securities held by an independent third-party custodian shall be evidenced by safekeeping receipts in the District's name and the third-party custodian shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standards No. 70).

2. Internal Controls

The Administration Department is responsible for ensuring compliance with the Policy as well as establishing systems of internal control to prevent losses due to fraud, employee error, misrepresentations by third parties, imprudent actions by staff, etc. The internal control structure shall be designed to provide reasonable assurance that these objectives are met.

Compliance with these internal control procedures will be assured through the District's annual independent audit and reported to the District's General Manager, ~~Business Services Manager~~, and Board. District internal controls include the following:

- a) An employee who initiates the investment transaction cannot approve the disbursement of funds.
- b) The record keeping of investment transactions should be performed by an employee not involved in the investment process.
- c) All marketable securities purchased shall be held by a third-party custodian to ensure that no funds are released until the securities are delivered. Additionally, by having a third party serve as the custodian, the District will be notified if the security purchased is not delivered on time. The District shall take from the third-party custodian institution a receipt for securities so deposited.
- d) Pursuant to Government Code section 53608, the District may deposit for safekeeping with a federal or state association, a trust company or a state or national bank located within California or with the Federal Reserve Bank of San Francisco or any branch thereof within California, or with any Federal Reserve bank or with any state or national bank located in any city designated as a reserve city by the Board of Governors of the Federal Reserve System.

The Administration Department shall establish and update, as needed, written procedures for the operation of the investment program consistent with this Policy. Procedures will include steps to be taken in preparation for investing, authorized financial institutions, authorized investments, selecting investment maturities and cash flow forecasting, investment safekeeping, wire transfer procedures, investing in the Riverside County Treasurer's Pooled Investment Fund ("TPIF"), minimum dollar

amounts to be kept in TPIF or other Local Government Investment Pool Shares (“LGIPs”) for liquidity purposes, banking service contracts, and other business functions associated with maintaining the investment program.

VII. Suitable and Authorized Investments

1. Investment Types

The District is empowered by the California Government Code section 53601 and 53635 et seq. to invest in the following:

- a) United States Treasury notes, bonds, bills, or certificates of indebtedness, with a final maturity not exceeding five years from the date of purchase.
- b) Federal agency or United States government-sponsored enterprise obligations or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- c) Federal Instrumentality (government-sponsored enterprise) obligations or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- d) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state. Obligations eligible for investment under this subdivision must be rated in a rating category of "A" or its equivalent or better by a Nationally Recognized Statistical Rating Organization (“NRSRO”).
- e) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California. Obligations eligible for investment under this subdivision must be rated in a rating category of "A" or its equivalent or better by a NRSRO.
- f) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, include bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. Obligations eligible for investment under this subdivision must be rated in a rating category of "A" or its equivalent or better by a NRSRO.
- g) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by section 5102 of the California Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Purchases are limited to securities rated

in a rating category of "A" (long-term) or "A-1" (short-term) or their equivalents or better by a NRSRO. No more than 30% of the District's investment portfolio may be invested in negotiable certificates of deposit.

- h) Eligible Bankers Acceptances that are drawn on and accepted by a commercial bank. Eligible bankers' acceptances shall have the highest ranking or the highest letter and number rating as provided for by a NRSRO and a maximum maturity of 180 days. No more than 10% of the District's total portfolio may be invested in banker's acceptances of any one issuer, and the aggregate investment in banker's acceptances shall not exceed 15% of the District's total portfolio.
- i) Prime Commercial Paper with a maturity not exceeding 270 days. Maximum portfolio exposure is limited to 25% in the aggregate and 10% of the outstanding paper and medium-term notes of a single issuer. Investment is limited to commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall either be organized and operating in the United States as a general corporation with total assets in excess of five hundred million dollars (\$ 500,000,000), a debt other than commercial paper, if any, that is rated in a rating category of "A" or higher, or the equivalent, by a NRSRO OR the entity shall be organized within the United States as a special purpose corporation, trust, or limited liability company, with program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond and commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.
- j) Medium-term corporate notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of 5 years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Medium-term corporate notes shall be rated in a rating category of "A" or its equivalent or better by a NRSRO. No more than 20% of the District's investment portfolio may be invested in medium-term notes, and no more than 10% in outstanding paper and medium-term notes of a single issuer.
- k) Riverside County TPIF.
- l) Funds may be invested in the District's own bonds.
- m) Money Market Funds registered under the Investment Company Act of 1940 that (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) strive to maintain a net asset value per share of \$1.00; (3) invest only in the securities and obligations authorized in the applicable California statutes; (4) have a rating of at least two of the following: AAAM by Standard and Poor's, Aaa by Moody's or AAA/V1+ by Fitch; and (5) retain an investment advisor registered or exempt from registration with the SEC with no less than five years' experience managing money market funds with assets under management in excess of \$500,000,000. No more than 10% of the District's total portfolio may be invested in money market funds of any one issuer, and the

aggregate investment in money market funds shall not exceed 20% of the total portfolio.

- n) LGIPs. Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in the California Government Code. The District will limit investments to LGIPs that seek to maintain a stable net asset value and have a rating of AAA or the equivalent by an NRSRO.
- o) ~~Supranationals~~Supranational which are United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA", its equivalent, or better by at least one NRSRO. Purchases of ~~supranationals~~supranational shall not exceed 30% of the investment portfolio of the District.
- p) Asset-Backed Securities ("ABS") including mortgage pass-through securities, collateralized mortgage obligations, mortgage-backed or other pay-through bonds, equipment lease-backed certificates, consumer receivable pass-through certificates, or consumer receivable-backed bonds of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having a rating in a rating category of "A" its equivalent, or higher rating for the issuer's debt as provided and rated in a rating category of "AA" or its equivalent or better by at least one NRSRO. Purchase of securities authorized by this subdivision may not exceed 20% of the District's total portfolio.
- q) Non-government investments other than Riverside County TPIF or other LGIPs may only be purchased by the District's Investment Advisor.

It is the intent of the District that the foregoing list of authorized securities is strictly interpreted. Any deviation from this list must be preapproved in writing. In the event of conflict between investments authorized in this Policy and investments authorized by California Government Code sections 53601 and 53635 et seq., the Government Code shall control.

Credit criteria and maximum percentages apply at the time a security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the District's investment advisor will take appropriate action regarding the disposition of the investment and will notify the Chief Administrative Officer ~~Director of Finance~~ and General Manager.

2. Unauthorized Investments

Unauthorized investments are defined in California Government Code section 53601.6, which disallows the following investments: inverse floaters, range notes, or

mortgage derived interest-only strips. In addition, and more generally, investments are further restricted as follows:

- a) No investment will be made that has either (1) an embedded option or characteristic which could result in a loss of principal if the investment is held to maturity, or (2) an embedded option or characteristic which could seriously limit accrual rates or which could result in zero accrual periods.
- b) No investment will be made that could cause the portfolio to be leveraged.

However, such unauthorized investments shall not be construed to eliminate Income Funds, Electronic Traded Funds or Real Estate Investment Trusts.

3. Collateralization

Collateralization of District investments will be directed pursuant to California Government Code section 53652. Full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit (including FDIC insurance). The District will regularly verify that all active deposits (checking accounts) and inactive deposits (certificates of deposit) are properly collateralized.

VIII. Investment Parameters

1. Diversification

The District's investment program shall be diversified by:

- a) Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury and Federal Agency securities).
- b) Limiting investment in securities that have higher credit risks.
- c) Investing in securities with varying maturities.
- d) Investing a portion of the portfolio in readily available funds such as Riverside County TPIF, LGIPs, AAA rated money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

The following diversification limitations shall be imposed on the portfolio:

- i. Non-government investments, other than TPIF or LGIPs, will be restricted to no more than 5% of the District's portfolio in any one institution at any one time regardless of security type.
- ii. Maturity: The maximum maturity of any single investment in the portfolio shall be limited to 5 years unless the Board determines that there is a specific purpose to make an investment with a maturity longer than 5 years and provides approval no less than three months prior to the

investment. Investment maturities shall take into consideration the anticipated cash flow needs of the District.

- iii. Liquidity risk: A portion of the portfolio will be continuously invested in readily available funds such as TPIF, LGIPs, or money market funds to ensure that appropriate liquidity is maintained to meet the District's ongoing obligations.
- iv. Whenever practical, investments with a minimum par value of \$1 million will be made, in order to efficiently and effectively manage the District's portfolio.

To the extent possible, the District shall attempt to match its investments with anticipated cash flow requirements.

2. Competitive Bids

At least three (3) competitive bids/offers shall be obtained and recorded on all investment transactions conducted for securities in the secondary market. The bids/offers shall be retained with other related investment documentation.

IX. Reporting

The ~~Business Services Manager~~ Chief Administrative Officer shall prepare a _-monthly investment report within 30 days following the end of the _-month. This report will include a management summary that provides an analysis of the status of the current investment portfolio and the individual transactions executed over the last month. This management summary will be prepared in a manner which will allow the District to ascertain whether investment activities during the reporting period have conformed to the investment pPolicy. ~~The report will be provided to the Board in the General Manager's monthly report.~~ The report will be provided in the General Manager's monthly report. The report will include the following:

1. List of all investments held at end of the month, including the name of the institution, type of investment, issuer, effective interest rate, maturity date, cost, par value, and current market value for each investment, and for the portfolio as a whole.
2. Investment transactions.
3. The weighted average yield to maturity of the portfolio as of the end of the month.
4. Certification from the ~~Chief Administrative Officer~~ General Manager that the portfolio is in compliance with the Policy and that sufficient liquidity is available to meet the District's expenditure requirements within the next six (6) months.

X. Policy Considerations

The Policy shall be reviewed and adopted by the Board annually. The General Manager may approve necessary revisions that may arise during the year, which will be later reported to the Board of Directors.

DRAFT



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Jason Dafforn, General Manager
SUBJECT: Recycled Water Project Update

Suggested Action

Discuss

Strategic Plan Compliance

GOAL 3: Excellent Facilities

Fiscal Impact

There is no fiscal impact with this item.

Environmental Review

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

Background

Staff will provide an update on the Recycled Water Master Plan and what the next steps will be regarding projects at the Water Reclamation Facility.

Recommendation

Staff recommends that the Board of Directors review and discuss project updates regarding the next phase of the recycled water project.



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Jason Dafforn, General Manager
SUBJECT: Receive Monthly General Managers Report for July 2023

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 July 2023.

Administrative Services

- Reviewing the Assessor Parcel billing information that is due to the Riverside County Tax Collector on or before August 11, 2023.
- Preparing documents and schedules requested by auditors for audit fieldwork scheduled for August 28 through September 01, 2023.
- Completed the fiscal year 2022/23 workers' compensation audit.
- Completed one (1) public records request.
- Held one (1) Community Engagement Meeting.
- Held two (2) Regular Board Meetings.
- Coordinated Employee Recognition Luncheon.
- Submitted the VSD 2004 Assessment Update.
- Completed the fiscal year 2022/23 inventory count.

- Disposed of e-waste and other materials approved by the Board.

Environmental Compliance Services

- NPDES samples for cBOD and TSS analysis are performed in the VSD Laboratory as laboratory staff are now fully trained in all VSD laboratory methods.
- Mario Luna obtained CWEA Laboratory Grade 2 certification.
- Michael Placencia obtained CWEA Laboratory Grade 4 certification.
- Staff investigated an opportunity for obtaining or partnering on grant funding for anti-microbial wastewater surveillance.
- Anna Bell was on vacation from July 20th thru 25th.

Operations & Maintenance

- New A/C unit installed at Influent Pump Station.
- A new 20" Bypass Flow meter was installed and will be online first of August.
- Two new SCADA Servers were programmed and installed by Southwest and Soffa Automation.
- Blower #3 had both motor bearings replaced.
- The District's Three Caterpillar Generators were serviced by Quinn Cat and load bank tested.
- The electrical vaults near Switch Board "S" were inspected.
- The two Digester Mixing Pumps were serviced, and the oil was changed.
- The South Belt Press had the Belt replaced.
- The BFP horizontal conveyor was serviced, the motor and magnetic overload starter were replaced.
- The Skid Steer was inspected by Quinn as part of their buy back conditions.
- The RAS check valves were all serviced.
- The Thermo couple and louver motor on the Biogas Flare were inspected and replaced as part of the annual service.
- All plant A/C units were serviced.
- The Crew worked together with Walsh Construction locating Pipes and Electrical conduits near the Grit Chamber.
- O. Probe in the #4 Aeration basin was replaced.
- Switched Primary Clarifiers #4 is online.
- Switched Secondary Clarifiers #1 & #3 are online and #2 is offline.
- Drained Extended Aeration Basins #1, #2, #3, and #4 for Froth Sprayer repairs and put them back online when finished.
- Assisted with Design Build.

Development Services

- Construction has begun on Gabino's Creperie near the corner of Miles Avenue and Towne Street.
- 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 July 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 Miles and Clinton.
- Field Vector crew is currently working in the area of Avenue 46 and Clinton.

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. The Guaranteed Maximum Price (GMP) has been approved by the Board. 100% design plans have been approved by staff. *Update: After review from VSD staff, ECM #3 (the Rotary Screw Thickeners) is at the 100% design level. Walsh is currently working on building 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. 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. *Update: 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. The Board awarded the Downtown Indio Rehabilitation Project to GRBCON. *Update: All 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 has submitted the 65% plans for the rehabilitation of Calhoun lift station for VSD review.*
- 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 22nd to February 26th. 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. Initially, the pump was having issues with rattling and vortexing. VSD staff is currently testing Pump #3 to try and recreate and determine the cause of the issue.*
- 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 7th, 2022. The project bid opening took place on March 16th, 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 completed the work for this project. VSD will do the final walkthrough of the project on August 17.*
- 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 7th. 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 July 2023.

Attachments

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

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

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

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

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

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

[Attachment G Wastewater Surveillance Summary for Aug.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 | 2 | - | - | - | - | - | 20 |
| Budget/Finance Committee Meeting | 1 | - | - | - | 1 | - | - | - | - | - | - | - | 2 |
| Operations Committee Meeting | - | 1 | - | 1 | - | 1 | - | - | - | - | - | - | 3 |
| Community Engagement Committee Meeting | 1 | - | 1 | - | 1 | - | 1 | - | - | - | - | - | 4 |
| Employee Anniversaries | 1 | 4 | 1 | 1 | 3 | 2 | 5 | - | - | - | - | - | 17 |
| 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 | - | - | 1 | - | - | - | - | - | 5 |
| Resignations | - | - | 1 | - | - | - | - | - | - | - | - | - | 1 |
| Retirements | - | - | - | - | - | - | - | - | - | - | - | - | - |

| June 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 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | 240 | 308 | | 6.70 | 3.20 | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |
| 11 | | | | | | | | |
| 12 | 274 | 428 | | 8.30 | 3.70 | | | |
| 13 | | | | | | | | |
| 14 | | | | | | | | |
| 15 | | | | | | | | |
| 16 | | | | | | | | |
| 17 | | | | | | | | |
| 18 | | | | | | | | |
| 19 | | | | | | | | |
| 20 | 295 | 304 | | 7.70 | 2.30 | | | |
| 21 | | | | | | | | |
| 22 | | | | | | | | |
| 23 | | | | | | | | |
| 24 | | | | | | | | |
| 25 | | | | | | | | |
| 26 | | | | | | | | |
| 27 | | | | | | | | |
| 28 | 312 | 218 | | 9.90 | < 5.00 | | | |
| 29 | | | | | | | | |
| 30 | | | 5.53 | | | 0.000 | | |
| Average | 280 | 315 | 5.53 | 8.15 | 3.55 | 0.000 | | |
| Minimum | 240 | 218 | 5.53 | 6.70 | 2.30 | 0.000 | | |
| Maximum | 312 | 428 | 5.53 | 9.90 | < 5.00 | 0.000 | | |
| Exceedences | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Permit LIMITS | | | | 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) | | |
| 27.2 | | | | | | | | | | |
| 65.0 | < 5.00 | 3.30 | < 1.00 | < 4.30 | 0.480 | 10.0 | < 0.300 | 10.0 | | |
| 9.80 | | | | | | | | | | |
| 16.1 | | | | | | | | | | |
| 145 | | | | | | | | | | |
| 33.22* | 5.00 | 3.30 | 1.00 | 4.30 | 0.480 | 10.0 | 0.300 | 10.0 | | |
| 9.80 | < 5.00 | 3.30 | < 1.00 | < 4.30 | 0.480 | 10.0 | < 0.300 | 10.0 | | |
| 145 | < 5.00 | 3.30 | < 1.00 | < 4.30 | 0.480 | 10.0 | < 0.300 | 10.0 | | |
| 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 | 1 | | | | | | 15 |
| F.O.G. Inspection - Completed | | | | | | | | | | | | | - |
| F.O.G. Inspection - Fail | | | | | | | | | | | | | - |
| F.O.G. Inspection - Pass | | | | | | | | | | | | | - |
| Hot spot cleaning (total)* | 26 | - | - | 34 | - | - | 24 | | | | - | - | 84 |
| Lift station inspection | 19 | 16 | 23 | 18 | 19 | 23 | 19 | | | | | | 137 |
| Manhole inspection | 179 | 159 | 136 | 178 | 251 | 129 | 113 | | | | | | 1,145 |
| Sewer line CCTV (feet) | 8,060 | 7,295 | N/A | N/A | 1,733 | 14,994 | 15,111 | | | | | | 47,193 |
| Sewer line cleaning (feet) | 52,372 | 53,787 | 58,466 | 67,147 | 86,073 | 69,050 | 46,911 | | | | | | 433,806 |
| SSO Response - Cat 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| SSO Response - Cat 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| SSO Response - Cat 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| USA Markings | 160 | 46 | 45 | 28 | 30 | 44 | 42 | | | | | | 395 |

*Note: Hot spot cleaning is performed quarterly



VALLEY SANITARY DISTRICT DEVELOPMENT SERVICES REPORT

22-Aug-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 - Cebreros 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% warranty 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 |
| 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 Finaled 7/11/23 | No further action required. |
| 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 Develoment Agreement and Bonds before owner can process permit paperwork. |
| Gabino's Creperie | 82862 Miles Ave | Plans submitted, fee paid with credit card. Completed 2nd plan check and returned to the applicant 6/28/23. | Perform 3rd 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. | Inspect work improvements as scheduled. |
| 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. Aproved 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. |

| PROJECT NAME | STREET ADDRESS / CROSS STREET | CURRENT PROJECT STATUS | NEXT ACTION ITEM |
|--|---|---|--|
| 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. | Inspect work improvements as scheduled. |
| 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. |
| 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. Permits 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. Redlines were picked up |
| Lifestyle Center New Pool Toilet Rooms | 48630 Monroe St - Indian Palms CC | Plans Submitted for restrooms at Indian Palms CC Pool | Plans in Queue |
| 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 Finaled 7/1/23 | No further action required. |
| Motorcoach CC Lot 119 | Motorcoach CC 80501 Ave 48 Lot 119 | Plans submitted for casita/shade structure. Plans approved. Permit 4115 7/20/23 | 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 Permit 4113 7/5/23 | Inspect work improvements as scheduled. |
| New ADU for Abdullah Alwishah | 46955 Arabia St | Plans submitted for accessory dwelling unit, fee paid with check. Permit 4062 Finaled 7/1/23 | No further action required. |
| New Century Garage Doors | 81740 Highway 111/Granada Dr. | Plans submitted for new sewer lateral connection. Completed 3rd plan check and notified applicant 7/18/23. | Perform 4th 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. |
| 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. |

| PROJECT NAME | STREET ADDRESS / CROSS STREET | CURRENT PROJECT STATUS | NEXT ACTION ITEM |
|---------------------------------------|--|---|---|
| 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% warranty 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 aproved. Permit 4114 7/20/23 | Inspect work improvements as scheduled. |
| Roma Furniture Store | 81691 Hwy 111, #101 - next to El Super | Plans submitted for T.I. Furniture Store | 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 Finaled 6/28/23 | No further action required. |
| 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% warranty 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 | 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. 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. |
| 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 Convienient 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. |
| 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. |

| | July | Fiscal Year |
|--------------------|------|-------------|
| New Projects | 1 | 1 |
| Projects Permitted | 1 | 1 |

| PROJECT NAME | STREET ADDRESS / CROSS STREET | CURRENT PROJECT STATUS | NEXT ACTION ITEM |
|------------------|-------------------------------|------------------------|------------------|
| Projects Finaled | 4 | 4 | |

| Monthly Capital Improvement Project Update - August 2023 | | | | |
|--|---|--|--------------------|---------------------|
| Project Title | Project Description | Current Status | Fiscal Year Budget | Total Spent to Date |
| Westward Ho Sewer Siphon Replacement Design and Construction | 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. 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. | \$10,721,000.00 | \$0.00 |
| Collections System Rehabilitation Projects | 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. The Board awarded the Downtown Indio Rehabilitation Project to GRBCON. | All 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 has submitted the 65% plans for the rehabilitation of Calhoun lift station for VSD review. | \$2,200,000.00 | \$0.00 |
| 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. The Guaranteed Maximum Price (GMP) has been approved by the Board. 100% design plans have been approved by staff. | After review from VSD staff, ECM #3 (the Rotary Screw Thickeners) is at the 100% design level. Walsh is currently working on building the new grit chamber and digester. | \$39,900,000.00 | \$13,507.45 |
| 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. Initially, the pump was having issues with rattling and vortexing. VSD staff is currently testing Pump #3 to try and recreate and determine the cause of the issue. | \$0.00 | \$0.00 |

Monthly Capital Improvement Project Update - August 2023

| Project Title | Project Description | Current Status | Fiscal Year Budget | Total Spent to Date |
|--|---|---|--------------------|---------------------|
| 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 completed the work for this project. VSD will do the final walkthrough of the project on August 17. | \$450,000.00 | \$223,202.50 |
| New Training and Office Building and Laboratory Building | 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 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 |
|--|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|----------|------------|
| Pretreatment | | | | | | | | | | | | | |
| Customer Service Calls | 11 | 10 | 2 | | | 5 | | | | | | | 28 |
| Commercial Approval Letters | 4 | 3 | 1 | | | 7 | | | | | | | 15 |
| Change of Ownership Inspection | 3 | | | | | 4 | | | | | | | 7 |
| SIU Permit Compliance | 3 | 3 | 3 | 3 | | | | | | | | | 12 |
| FOG-FSE Inspections Completed | 22 | 14 | 12 | 6 | 14 | 31 | | | | | | | 99 |
| Commercial Inspections Completed | 4 | 5 | 1 | 1 | | 9 | | | | | | | 20 |
| Environmental & Collections investigations | 3 | 4 | | | | | | | | | | | 7 |
| Failed Inspections or NOV | | | | | | | | | | | | | 0 |
| Total # of Inspections | 32 | 26 | 16 | 10 | 14 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 138 |
| Laboratory | | | | | | | | | | | | | |
| # of Collected Samples | 266 | 266 | 327 | 255 | 296 | 258 | | | | | | | 1,668 |
| # of Tests (Analyses) | 548 | 537 | 618 | 514 | 574 | 534 | | | | | | | 3,325 |
| # of Samples sent to Contract Labs | 40 | 41 | 36 | 32 | 55 | 31 | | | | | | | 235 |
| # of Contracted Tests (Analyses) | 73 | 142 | 62 | 63 | 149 | 46 | | | | | | | 535 |
| % of Samples performed In-House | 85.0% | 84.6% | 89.0% | 87.5% | 81.4% | 88.0% | | | | | | | 85.9% |

July 2023

Wastewater Surveillance

Your Guide to VSD & Viruses



VSD Program

Wastewater surveillance is used to monitor the presence of infections within VSD's service community by tracking trends in virus rates.

Public health officials can utilize the data to prevent and control disease within our service area.

Websites VSD Program data shared with:

- [COVIDPoops19](#)
- [Cal-SuWers Network](#)
- [WastewaterScan](#)
- [CDC Covid Tracker](#)
- [Biobot Covid Tracker](#)

PodCast: [WEF "Sewer Signals"](#)

WHAT'S NEW

PROGRAM TIMELINE

VSD's Wastewater Surveillance Program Timeline of Events

PROGRAM RESOURCES

Program contents, Upcoming

SURVEILLANCE TRENDS

Recent Program Trends

Timeline

June
2021

US Dept. Health & Human Services (HHS) partnered with Biobot Analytics
(12-week Fully funded program)

October
2021

GTmolecular Labs
(VSD sponsored)

January
2022

Biobot Network
(6-month Fully funded program)

CDC National Wastewater Surveillance System (NWSS) partnership with LuminUltra
(Fully funded program: Jan - April)

April
2022

CDC NWSS partnership with Biobot Analytics
(Fully funded program)

August
2022

WastewaterScan: Stanford Initiative partnered with Verily Life Sciences
(18-month Stipend funded)



GT-Digital SARS-CoV-2
Wastewater Surveillance

WWW.GTMOLECULAR.COM



NATIONAL™
WASTEWATER
SURVEILLANCE
SYSTEM



CDC NWSS & Blobot

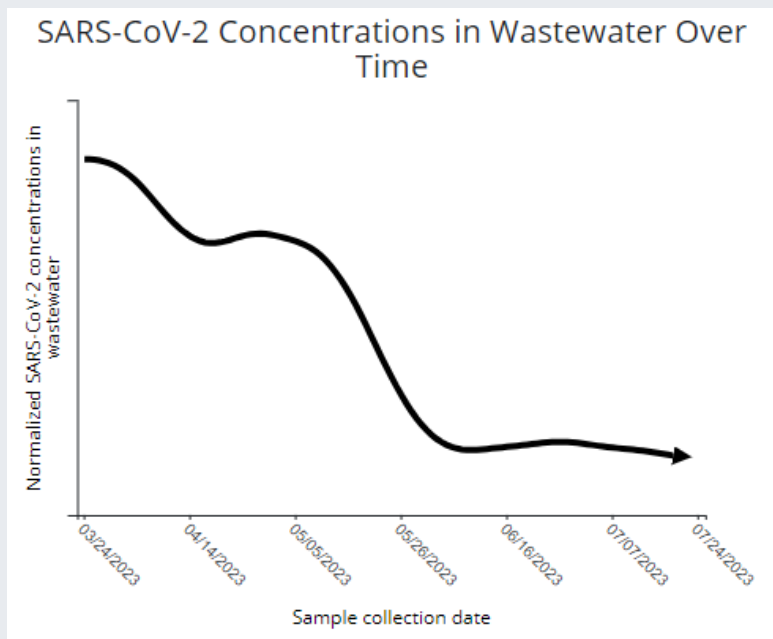
Website: [CDC Tracker](https://www.cdc.gov/nwss/)

Influent 24hr composite samples collected: Tues, Thurs

MPox - Jan 2023 - Current

Virus Concentration - NOT DETECTED

COVID-19 - Mar 2023 - Current



WastewaterScan

<https://wastewaterscan.org/>

Primary Sludge grab samples collected: Mon, Wed, Fri

SARS-CoV-2 (COVID-19)

Severe Acute Respiratory Syndrome; spread through droplets from coughs, sneezes, or talking.

MPox

Rare disease caused by infection from viruses in smallpox family, not related to chickenpox.

Influenza (A & B)

Seasonal respiratory viruses can cause flu pandemics.

Respiratory Syncytial Virus (RSV)

Common respiratory virus causing mild, cold-like symptoms. Can be fatal to infants and older adults. Cause Bronchiolitis and pneumonia.

Human Metapneumovirus (hMPV)

Seasonal respiratory virus related to RSV.

Norovirus

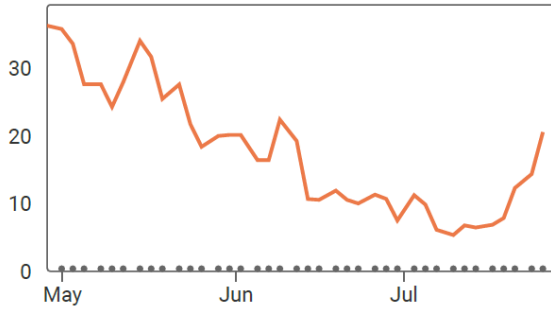
Leading cause of GI illness.

New Additions Late Summer 2023

- **Enterovirus** - severe respiratory illness and acute flaccid paralysis
- **Parainfluenza** - seasonal respiratory illness
- **Adenovirus** - major cause of GI illness
- **Rotavirus** - Major cause of GI illness, vaccine preventable
- **Candida auris** - emerging pathogen, multidrug resistant fungal infection
- **Hepatitis A** - cause intermittent outbreaks, vaccine preventable

Data for last 3 months 04/28/2023 - 07/28/2023 (91 days)

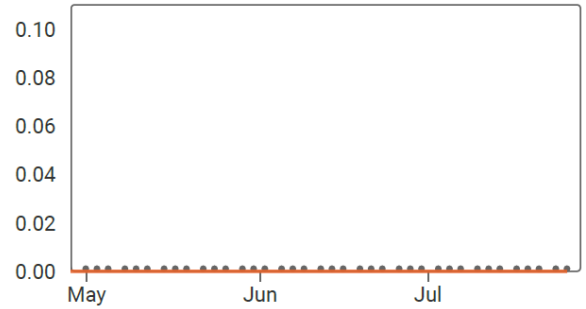
SARS-CoV-2



- Sample collected

N Gene - all variants

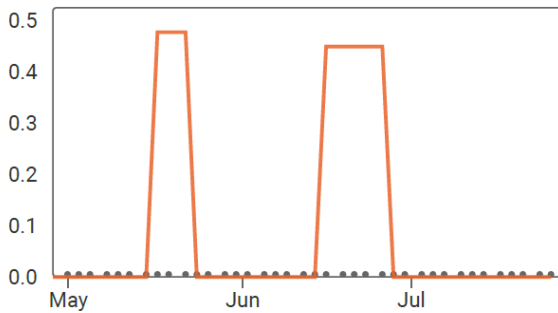
Influenza



- Sample collected

Influenza A

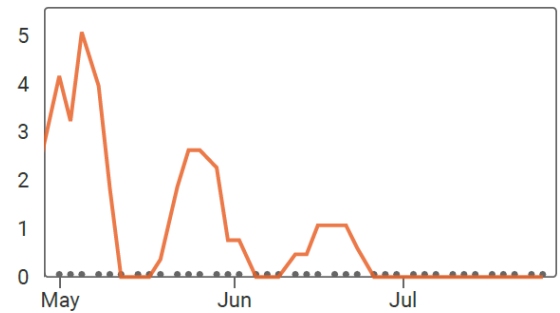
Respiratory syncytial virus (RSV)



- Sample collected

RSV

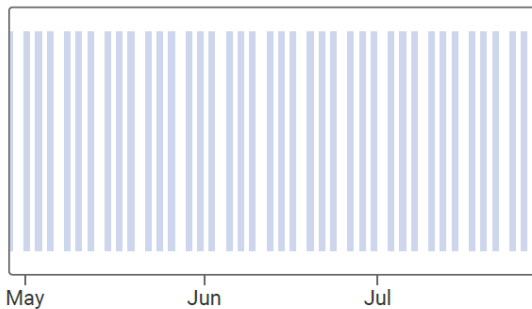
Human Metapneumovirus



- Sample collected

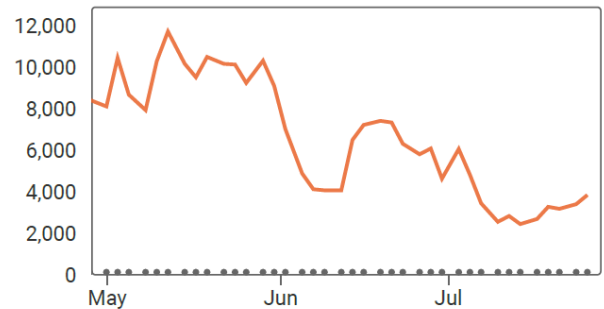
Human Metapneumovirus

Mpox



Concentration: ■ Not detected ■ Low ■ High

Norovirus



- Sample collected

Norovirus



Valley Sanitary District

DATE: August 22, 2023
TO: Board of Directors
FROM: Holly Gould, Clerk of the Board
SUBJECT: Draft Minutes of the East Valley Reclamation Authority Meeting - August 15, 2023

Suggested Action

Discuss

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no fiscal impact from this report.

Environmental Review

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

Background

Attached are the draft minutes of the East Valley Reclamation Authority meeting held on August 15, 2023.

Recommendation

Staff recommends that the Board receive an update from the EVRA members.

Attachments

[15 Aug 2023 EVRA Minutes.edited.doc](#)

UNOFFICIAL UNTIL APPROVED BY EAST VALLEY RECLAMATION AUTHORITY
EAST VALLEY RECLAMATION AUTHORITY
MEETING MINUTES
AUGUST 15, 2023

President Glenn Miller called to order the East Valley Reclamation Authority Meeting at 2:30 p.m. in the Valley Sanitary District Board Room at 45-500 Van Buren Street, Indio, California.

1. CALL TO ORDER

2. ROLL CALL

Directors Present: President Glen Miller (*City of Indio*)
Secretary Elaine Holmes (*City of Indio*)
Treasurer William Teague (*Valley Sanitary District*)
Alternate Debra Canero (*Valley Sanitary District*)

Directors Absent: Vice President Scott Sear (*Valley Sanitary District*)

Staff Present: Jason Dafforn – General Manager, *Valley Sanitary District*
Reymundo Trejo – General Manager, *Indio Water Authority*
Holly Gould – EVRA Clerk of the Board, *Valley Sanitary District*
Ron Buchwald – District Engineer, *Valley Sanitary District*

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT – None.

5. CONSENT CALENDAR

5.1 Approve Meeting Minutes of February 21, 2023

It was moved by Treasurer Teague, seconded by Secretary Holmes, to **APPROVE** the Consent Calendar as submitted, 3-0. President Miller abstained due to his absence at the February 21, 2023, meeting.

6. ADMINISTRATIVE ITEMS

6.1 Adopt Resolution 2023-24 Fiscal Year 2023/2024 Budget

Reymundo Trejo, General Manager, Indio Water Authority, presented the Fiscal Year 2023/24 Budget. EVRA revenue is sourced from the two formation agencies, by an amount determined each fiscal year by the Authority's board members, subject to ratification by each agency governing authority. For the fiscal year 2023/24, staff recommends setting the annual contribution at \$0. The fiscal year 2022/23 ending fund balance is estimated to total \$703,870. Staff's recommendation is to appropriate those resources for legal fees, other professional services, office supplies, professional dues to recycled water associations, Board stipends, and meeting expenses. It is recommended that the Board adopt the Resolution adopting the Fiscal Year 2023/24 budget and authorizing expenditures and appropriations.

It was moved by Secretary Holmes, seconded by Treasurer Teague, and unanimously carried

by roll call vote to **APPROVE** the adoption of Resolution 2023-24 of the East Valley Reclamation Authority Fiscal Year 2023/24 Budget and authorize expenditures and appropriations with an additional \$0 from each agency.

6.2 Adopt Resolution 2023-23 Appointing an Administrator and Alternate Administrator for the East Valley Reclamation Authority

The current Administrator is Reymundo Trejo, IWA General Manager, and Alternate Administrator is Ron Buchwald, VSD District Engineer. Due to the recent appointment of Jason Dafforn, VSD's new General Manager, it is recommended to appoint Mr. Dafforn as the Alternate Administrator.

It was moved by Treasurer Teague, seconded by Alternate Canero, and unanimously carried by roll call vote to **APPROVE** Resolution 2023-25 appointing Reymundo Trejo, of Indio Water Authority, as Administrator and Jason Dafforn, of Valley Sanitary District, as Alternate Administrator of the East Valley Reclamation Authority.

6.3 Adopt Resolution 2023-26 Establishing Meeting Dates and Times

Staff is recommending the Board adopt a resolution changing the meeting frequency from monthly to quarterly, on the 1st Tuesday of January, March, June, and October, and relocate the meeting to Valley Sanitary District.

It was moved by Alternate Canero, seconded by Treasurer Teague, and unanimously carried by roll call vote to **APPROVE** Resolution 2023-26, establishing meeting dates and times.

6.4 Update on Recycled Water Master Plan

Jason Dafforn, General Manager Valley Sanitary District, gave an update on the Recycled Water Master Plan. He stated that Carollo Engineers is close to completing the final draft of the Recycled Water Master Plan and will have a more detailed report by the October 2023 meeting. There are five (5) options that are being evaluated as part of the study; low-flow non-potable reuse, high-flow non-potable reuse, indirect potable recharge, direct potable recharge, and a hybrid option. Carollo is also providing the cost for all options based on acre-foot. The draft regulations for the direct potable recharge were posted in August and are under review and awaiting comments. Once the update is complete, environmental discussions can begin on the different options and potential customers. Reymundo Trejo, General Manager Indio Water Authority (IWA), stated that IWA also has a copy of the draft report. He discussed a scalable project and grant funding. A discussion took place on the requirements for the water discharged into the channel and transparent costs.

7. **GENERAL MANAGERS' REPORT**

Reymundo Trejo, Indio Water Authority, gave an update on chromium 6. He feels EVRA is a good way for the two agencies to collaborate on the issue. Mr. Trejo stated that the technologies used to remove chromium 6 from the water may impact the treatment at Valley Sanitary District. He said it needs to be studied more but thinks that EVRA is the appropriate setting for these discussions. He also stated that collaborative funding could be beneficial in exploring this issue further. Mr. Dafforn noted that they will continue the dialogue and keep

the Board informed.

8. **AUTHORITY BOARD MEMBER COMMENTS AND/OR QUESTIONS** – None.

9. **ADJOURNMENT**

There being no further business to discuss, the meeting was ***ADJOURNED*** at 3:08 p.m.

Holly Gould
EVRA Clerk of the Board
Approved:



Valley Sanitary District

DATE: August 22, 2023

TO: Board of Directors

FROM: Jeanette Juarez, Chief Administrative Officer

SUBJECT: Letter of Intent for EPA-G2023-ORD-F1, National Priorities: Evaluation of Antimicrobial Resistance in Wastewater and Sewage Sludge Treatment and its Impact on the Environment

Suggested Action

Review

Strategic Plan Compliance

GOAL 4: Increase Community Understanding and Support

Fiscal Impact

The estimated value of our in-kind services (e.g., consultation in sampling plan, sample collection, review of reports) is \$12,329 annually.

Environmental Review

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

Background

The United States Environmental Protection Agency (EPA) released a notice of funding opportunity for the evaluation of antimicrobial resistance in wastewater and sewage sludge treatment and its impact on the environment. In recent years, concern has increased about the occurrence of antibiotic-resistant bacteria (ARB) and antibiotic-resistant genes (ARGs) that could make it more difficult to treat certain infections in animals and people. Wastewater treatment facilities are believed to be potential receptors and sources for ARB and ARGs and can act as a bridge to the environment. This RFA seeks research that will address knowledge gaps in the occurrence, fate and transport, and persistence of antimicrobial-resistant organisms and genes found in municipal wastewater effluent and biosolids. The RFA also requests research on combined sewer overflows, septic systems, and small wastewater

systems. Research should provide a better understanding of the impact of ARB and ARGs on receiving waters including information on the relative contribution of ARB and ARGs from wastewater as compared to other sources such as animal agriculture, animal husbandry, hospital sources, and direct industrial sources. Research should also support the development of frameworks and methodologies for quantifying risk related to AMR in treated wastewater discharge, water reuse, and biosolids (and biosolids products) land application and beneficial use. Research results should improve our understanding of the nature, extent, selection, and removal of ARB and ARGs found in municipal wastewater effluent and biosolids.

The District provided a Letter of Intent (Attachment A), for the Water Research Foundation, Virginia Tech, Arizona State University, West Virginia University, and University of S. Florida submission for the above-referenced EPA grant addressing Research Objective #2 - Understanding the environmental burden and public health impact of antimicrobial resistant genes and bacteria from different municipal wastewater sources on downstream applications and from biosolids use on the environment. If awarded the District would provide system information relevant to wastewater and biosolids treatment, including relevant operational and water/solids quality data. The District would also collect, and ship samples of these systems as needed, using sampling kits and protocols, and prepaid postage envelopes/boxes provided by the partnering universities. The data collected would be part of a national study that would benefit the community at large.

Recommendation

Staff recommends that the Board of Directors receive and file this report as information.

Attachments

[VSD_Letter of Intent for WRF proposal.docx](#)



Letter of Intent

To: Lola Olabode, M.P.H., BCES

Subject: Letter of Intent for EPA-G2023-ORD-F1, National Priorities: Evaluation of Antimicrobial Resistance in Wastewater and Sewage Sludge Treatment and its Impact on the Environment


Date: July 31, 2023

Greetings Ms. Olabode,

Valley Sanitary District is pleased to provide this letter of intent for the Water Research Foundation, Virginia Tech, Arizona State University, West Virginia University, and University of S. Florida submission for the above-referenced EPA grant addressing Research Objective #2 - Understanding the environmental burden and public health impact of antimicrobial resistant genes and bacteria from different municipal wastewater sources on downstream applications and from biosolids use on the environment. We are a Wastewater Special District with an average Influent flow of 6MGD, located in an arid climate with extreme temperature effects and limited rainfall. We have a diverse population that includes senior citizens, minorities, and tourism that would provide robust output of data. Our wastewater treatment plant is a traditional secondary activated sludge with oxidation ponds. For this project, we will provide system information relevant to wastewater and biosolids treatment, including relevant operational and water/solids quality data. We would also collect, and ship samples of these systems as needed, using sampling kits and protocols, and prepaid postage envelopes/boxes provided to us by partnering universities. Note that we are particularly interested in an experiment regarding the influence of our arid climate with extreme temperatures on antimicrobial growth and removal efficiencies that we view would be synergistic with the proposed research goals and would be happy to collaborate in sharing samples and data, as appropriate. In addition, we will review the portions of any project reports that discuss results from our system. The estimated value of our in-kind services (e.g., consultation in sampling plan, sample collection, review of reports) is \$12,329 annually.

Very truly yours,

Jason Dafforn
General Manager

 760-238-5410

 jdafforn@valley-sanitary.org

Valley Sanitary District
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www.valley-sanitary.org