



**Montara Water  
and Sanitary District**  
*Serving the Community of Montara and Moss Beach*

P.O. Box 370131  
8888 Cabrillo Hwy  
Montara, CA 94037-0131  
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*To sensitively manage the natural resources entrusted to our care, to provide the people of Montara - Moss Beach with reliable, high – quality water, wastewater, and trash disposal at an equitable price, and to ensure the fiscal and environmental vitality of the district for future generations. Be open to providing other services desired by our community.*

## **NOTICE OF SPECIAL MEETING**

# **AGENDA**

### **District Board of Directors**

8888 Cabrillo Highway  
Montara, California 94037

**September 12, 2019 at 7:30 p.m.**

**CALL TO ORDER**

**ROLL CALL**

**PRESIDENT'S STATEMENT**

**ORAL COMMENTS** (Items other than those on the agenda)

**PUBLIC HEARING**

**CONSENT AGENDA**

1. [Approve Minutes for August 15, and September 5, 2019.](#)
2. [Approve Financial Statements for July 2019.](#)
3. Approve Warrants for September 1, 2019.
4. [SAM Flow Report for July 2019.](#)
5. [Monthly Review of Current Investment Portfolio.](#)
6. [Connection Permit Applications Received.](#)
7. [Monthly Water Production Report for July 2019.](#)

8. [Rain Report.](#)
9. [Solar Energy Report.](#)
10. [Monthly Public Agency Retirement Service Report for June 2019.](#)
11. [Approve Water Main Extension Agreement for New Service Connection at 25 Bernal Ave., Moss Beach, APN 037-278-070.](#)
12. [Approve Water Main Extension Agreement for New Service Connection at 1170 Howells Street, Montara, APN 036-282-050.](#)
13. [Approval of the Big Wave Subdivision Agreement Phase I.](#)

## **OLD BUSINESS**

1. [MWSD Collections Contract Status Update.](#)
2. [Review and Possible Action Concerning Water Rate Study.](#)

## **NEW BUSINESS**

1. [Tracer Study Project Update.](#)
2. [Progress Report for the Wagner Well Rehabilitation and Water Main Replacement Project.](#)
3. [Review and Possible Action Concerning District Minutes Review.](#)
4. [Review and Possible Action Concerning Wastewater Management Specialists Proposal to Sewer Authority Mid-Coastside.](#)

## **REPORTS**

1. Sewer Authority Mid-Coastside Meetings (Slater-Carter).
2. MidCoast Community Council Meeting (Slater-Carter).
3. CSDA Report (Lohman).
4. LAFCo Report (Lohman).
5. Attorney's Report (Schricker).
6. Directors' Reports.
7. [General Manager's Report \(Heldmaier\).](#)

## **FUTURE AGENDAS**

1. Collections Contract Status Update

## **CONVENE IN CLOSED SESSION**

## **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

(Government Code §54956.9(d)(4))

Initiation of Litigation

Number of cases: 1

## **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Government Code §54956.9(d)(1))

Case Name: *City of Half Moon Bay v. Granada Community Services District, et al.*  
(Santa Clara County Super. Ct. No. 17CV316927)

## **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

(Government Code §54957(b)(1))

Title: General Manager

## **REPORT OF ACTION TAKEN IN CLOSED SESSION, IF ANY**

### **ADJOURNMENT**

The District has a curfew of 10:30 p.m. for all meetings. The meeting may be extended for one hour by vote of the Board.

NOTE: In accordance with the Government Code, members of the public may address the Board on specific agenda items when the matter is discussed by the Board. Any other items of interest that is within the subject matter jurisdiction of the District may be addressed during the Oral Comments portion of the meeting. Upon request, this Agenda will be made available in appropriate alternative formats to persons with a disability. Request for a disability-related modification or accommodation in order to participate in the public meeting should be made at (650) 728-3545. Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda Packet are available in the District Clerk's office during normal business hours. Such documents may also be available on the District's web site ([www.mwsd.montara.org](http://www.mwsd.montara.org)) subject to staff's ability to post the documents before the meeting.



**MONTARA WATER & SANITARY**  
**DISTRICT**

**BOARD OF DIRECTORS MEETING**  
**August 15, 2019**

**MINUTES**

**REGULAR SESSION BEGAN AT 7:34 p.m.**

**CALL TO ORDER**

**ROLL CALL**

Directors Present: Boyd, Harvey, Lohman, and Slater-Carter

Directors Absent: Marshall

Staff Present: General Manager, Clemens Heldmaier  
District Clerk, Tracy Beardsley

Others Present: District Counsel, Christine Fitzgerald  
District Water Engineer, Tanya Yurovski  
District Sewer Engineer, Pippin Cavagnaro

**PRESIDENT'S STATEMENT – None**

**ORAL COMMENTS**

Gregg Dieguez, Montara resident: I want to ask about the water rate study discussed a couple of meetings ago. I would like to be involved in reviewing the process, assumptions, calculations, any working meetings. Can someone fill me in on what is happening with the rate study?

General Manager Heldmaier: So far, it's happening behinds the scenes. Alex and I are bouncing around ideas and plan to bring something to the next Board meeting,



which is on September 5<sup>th</sup>. That is when we essentially say “these are our ideas,” we will bounce it off the Board, and most likely then there will be committee work that starts happening.

## **PUBLIC HEARING – None**

## **CONSENT AGENDA**

1. Approve Minutes for July 2, 2019 and July 18, 2019
2. Approve Financial Statements for June 2019
3. Approve Warrants for August 1, 2019
4. SAM Flow Report for June 2019
5. Monthly Review of Current Investment Portfolio
6. Connection Permit Applications Received
7. Monthly Water Production Report for May 2019
8. Rain Report
9. Solar Energy Report
10. Monthly Public Agency Retirement Service Report for May 2019

Director Slater-Carter made a comment about the Monthly Water Production Report, and stated that MWSD only produces as much water as is needed. The levels vary from month to month, and does not have anything to do with capability—it is a demand based number.

Director Lohman made a motion to approve the consent agenda and was seconded by Director Boyd. All were in favor and the motion passed unanimously 5-0

## **OLD BUSINESS –**

### **1. Review and Possible Action Concerning MWSD Collections Contract with the Sewer Authority Mid-Coastside.**

General Manager Heldmaier: This is a standing item that is updated to the Board about the Collections Contract every second meeting of the month. We reported at the last meeting that we looked at the scope of services that we needed. That said, I was on vacation, and Kishen was also on vacation when I returned. So we are in the process of scheduling a meeting in which we are continuing to talk about the Collections Contract and then jointly look at the scope of services that we envision needing from SAM going forward.

Director Harvey: So when Kishen is back, you will schedule meetings?

Director Slater-Carter interjected that Kishen is back from vacation.

Director Harvey: So, you are scheduling meetings?

General Manager Heldmaier: We are in the process of scheduling a meeting right now and will get together and talk about where we left off.

## **NEW BUSINESS**

Director Slater-Carter: Director Lohman was at the last California Special District Association meeting and there was a presentation by Martha Poyatos of LAFCo, and they are re-doing the Sphere of Influence and Municipal Services Reviews—the format, perspectives, and so on, and have asked every special district for input. They need to have it done by the end of the month before September 5<sup>th</sup>. I would like to put this on the Agenda as an emergency item, so Ric can discuss it. My recommendation is that MWSD form a committee to draft a response so that we are on record. And I suggest we work with Barbara Dye from Granada, so that Granada can also have a good, strong response. This Municipal Service Review is a very important thing for boundaries, spheres of influence, and those kinds of things. The last Municipal Service Review was in 2000 or 2003 (or something like that). The recommendation from Martha Poyatos was that Montara, El Granada, and Half Moon Bay have separate spheres of influence, and Naomi Patridge, who was on LAFCo at the time, objected, and so we were not allowed our own sphere of influence. I believe, this time, we are providing water connections and our own adequate supply of water, and our sewer issues are all worked out. We also have a population that doesn't want us to be a part of Half Moon Bay, nor of Coastside County Water District. I think we need to make sure that we have a voice in this, so we can make sure we get our own sphere of influence and maintain our independence. So, if we could have a motion to put it on the agenda. It needs a two-thirds vote. That means three of us.

Director Boyd moved to put this item on the agenda, and Director Lohman seconded it.

District Counsel Fitzgerald reminded the Board that in conjunction with the motion the Brown Act requires that they include some findings that require it to be put on the Agenda as an emergency item.

Director Slater-Carter said that they found out about it on Tuesday night and no one knew anything about it.

Director Slater-Carter stated: I move to add the following item to the Agenda under New Business: Review and possible action concerning LAFCo request for comments on draft Municipal Services Review policy and draft Sphere of Influence policy for San Mateo Local Formation Agency Commission on the grounds that

Director Lohman became aware of this item after the Agenda was posted, no one else at the District was aware of this item before the agenda was posted, and the need to take action cannot wait, because the District's responses are due before the next regular meeting.

Director Boyd moved to put this item on the agenda accordingly, and Director Lohman seconded the motion. All were in favor and the motion passes 0 – 5 unanimously.

Director Slater Carter: Okay, let's discuss this. A committee would be the best way to go about this.

General Manager Heldmaier added: The Board members that aren't going to be in the Committee, if you have any comments, please send them to me.

Director Boyd asked Director Lohman why this has such a short due date.

Director Lohman: First of all, I asked, when this was announced at the last LAFCo meeting, if we could get copies of the old versions so that we could cross-reference and see what changed. The Chair, who is the public rep, and on the committee said basically they looked at the whole system, and it is all in pieces and chunks, irrelevant pieces, so they re-wrote the entire document.

Director Boyd: They, who?

Director Lohman: They, this committee at LAFCo.

Director Slater-Carter: The San Mateo County LAFCo or State LAFCo?

Director Lohman: The San Mateo County LAFCo. This applies to just us. Re-wrote it. For those interested, both versions are on-line, you can look up the old version and new version, for anyone in the public. This is pretty critical. If you glance through it, it doesn't look like any mammoth changes have been made. However, I have all kinds of highlights, and I remember here, comments like "combined Districts that do two or more functions, are better than single function districts"—a sentence that I 100% disagree with right now. I don't think big is better, or putting anything under the County is better. I think this is critical; that, we as a committee, look at this, and possibly identify 4-5 phrases that we might want to eliminate—or lots of them. As Kathryn mentioned, every Municipal Services Review (MSR) pushes for consolidation of whatever it is reviewing. Broadmoor—every time they do a review, they say stick Broadmoor in with Daly City.

Director Slater-Carter: And the folks at Broadmoor don't want nothing to do with Daly City, and Daly City has been taking chunks of Broadmoor for decades, and people just get mad.

Director Lohman: They showed up at the LAFCo meeting and basically-- the polite version is--they said "keep your hands off our District."

Director Harvey: So Broadmoor is the gold standard...

Director Lohman: The gold standard for always attempted to be consolidated, but never being consolidated. Other versions of this, they tried to wipe out the Harbor District—its back in functionality--and they tried to wipe out the Mosquito Vector District, and its functioning well. They tried to combine the two Health Care Districts, which are totally different, and that all went away. So, I think we have good support from the local Special Districts Chapter and lots of history on not being consolidated. Comments I used to get from the Special Districts chapter, were things like "all the special districts are very proud of their financial records, their transparency, the work they do, and everything." Compare this to any municipal government or the County, and special districts always come out as being more efficient, better serving. So our goal as a Board will probably be to watch for language that keeps pushing for consolidation to keep our District, which does an amazing job, totally independent. That will be our goal.

Director Slater-Carter: This is what we are doing with this, is we are editing the standards for review, and then it comes to our MSR, we will be in a better position than if the old standards were in place.

Director Lohman: To answer Scott's question specifically, they announced that this was going on at the LAFCo meeting, and they said it was being sent out to everyone for comments, and I don't think they gave enough time. This is a draft. The next LAFCo meeting is in September, and we will be discussing it. I don't it will be finalized at that point. I think at a minimum they would consolidate comments and send out a final draft for more comments and things like that.

Director Boyd: Do we know of any regulatory requirements on necessary process and timelines—periods of review and comment?

Director Lohman: They never mentioned anything like that. It has just been that the documents are ancient and convoluted, and it is time to clean up all the documents. So, this is their clean-up.

Director Boyd: It's always when you are new to something, just throw a stick a dynamite...I strongly urge that we make a pretty stern statement about an inappropriate timeline. This is an inappropriate timeline for something of such weight, especially if their notion is to "oh, it's time to just throw it all out." Honesty, I think we should get on record, protesting the process from the get-go, because if there is a regulatory requirement on comment periods and working timelines then we should get that in early. I want to embarrass them for doing something in such a hasty manner.

Gregg Dieguez, Montara resident: My request that the minutes contain language or links sufficient so that we can look this up afterwards. A background comment has to do with accountability and government. When somebody does something like this there has to be some demonstration of benefit that exceeds costs, and more than that, that benefit should be auditable, and if the audit show that it fails, there should be some restitution for the harm caused. I'd like to put a hurdle there. They not only have to justify it, but guarantee that it will help, and say what they are going to do if it doesn't help....just a concept.

Director Slater-Carter: I would suggest after your excellent letter in the Review that you pen another one about this and suggest people write to LAFCo with a public comment, because LAFCo is accountable to the public. It is a State agency, not a County agency but it is there, supposedly to look after the economy, transparency, and good works for the public. There is a State LAFCo and you can get a lot of information from it, and Ric can forward you the documents from this one.

Director Lohman: I've actually read the whole thing--not word-for-word detail--I've got a lot of highlights. A lot of it is simply the process...so probably three-fourths of the document is how to, definitions—so it is kind of boiler plate. But, what I think we need to investigate are these little details where they say “major districts are preferable to small districts,” a few of those, and that is what I would go after.

Director Slater-Carter: And we should go after where they change “may” and “shall,” or vice versa. Words have meaning.

Director Boyd: To follow-up on Gregg's thought, I work in a work environment where we write a lot of software, and a lot of people rely on the software that we have already written, and we write new software, and along the way, people point out that some of the stuff we've written is getting kind of crusty—“maybe we should throw it out.” But we have an approach to looking at that, which generally starts with “why?” and “show me how that is going to do any good.” The “why” question—“first show me the need,” and if they are not leading with tangible need then it is exactly the kind of exercise that people complain about government for. Starting with observations about general qualities of some idealist nirvana government state has nothing to do with the real world, and demonstrating need we can look at individual districts and how well they are performing—there are ways to look at that and there are ways to demonstrate there may be some opportunities. One thing that I know is that in general what we do, typically, is that we don't throw away large bodies of our code. We may go in and we may examine it and touch it up, we may go in and do a deep analysis and find “this is making our product run slow,” or “there are some bugs over here,” and then what we do is we fix those things. We don't blow it up. Blowing it up, you don't know what you are going to get. It's going to take some time, and is hugely disruptive, its undoubtedly going to cost some money, and no one is going to guarantee on the other side of it that it will make you whole if it winds up costing you money. Nobody in business, nobody in government will ever raise that guarantee. So, what we have to do is say “look,

we have good reason to believe that we are serving on constituencies well. We have ways to assess that, and unless you can demonstrate need, keep your hands off.” And a committee that drops a bomb on the entirety of the County clearly hasn’t spent any time with this agency. I’m confident that they haven’t spent any time with the other agencies as well. People who don’t know other peoples’ business, there is generally a phrase about that--“keep your nose out of my business,” and they haven’t even bothered to stick their nose in yet.

Director Lohman: I would like to throw in some other generic comments around this that people have been talking about. Originally this was set up for every 5 years. Okay, they were immediately behind and will never catch up. There are talks about making it every 7 years, and an even better philosophy for, especially cities. A lot of cities don’t change much. San Mateo grows a little bit, but their infrastructure, all the numbers, the stats in these 50 page documents don’t really change much. So, what they are looking at is a way to look at some of these. It is a pain to go through these processes, because you have to answer all of these documents, and it costs a lot of money. The idea would be if the analysis shows that the city or maybe even a district really hasn’t changed any, and is just doing the same thing, and has only grown by 2%, skip the MSR or just give it a token “okay, everything looks about the same,” and not make the agencies go through the pain of answering ten million questions. So there is some tendency to stream line this process, not keep hammering people all the time, and just make it easier on people. These are state laws.

Director Slater-Carter: One of things I suggest we do, is that there were two studies by the Little Hoover Commission on special districts. The first one said special districts should all be absorbed by the nearest city. But the most recent Little Hoover report says special districts are doing a pretty good job. They do what they are supposed do and can only charge for what they do, and don’t spend their money on other silly things—so special districts are a pretty good form of government. So one of the things I think we need to do is make sure and insist—I don’t think we should do the work—but, insist this new MSR be in concert with the newest Little Hoover Commission report. Do we have people who want to be on the committee?

Director Harvey and Director Lohman agreed to be on the committee.

District Sewer Engineer Cavagnaro: I’m just doing a little research prompted by the comments, and I can’t read the San Mateo website, because it is not phone friendly, but there are a number of references to Cortese-Knox-Hertzberg (<https://calafco.org/resources/cortese-knox-hertzberg-act/ckh-reorganization-act-guide>). Is that what you are referring to? It is from 2000 and appears to establish some guidelines for this process....

Director Lohman: Check the San Mateo County LAFCo website (<https://lafco.smcgov.org/>)

District Sewer Engineer Cavagnaro: That's a state thing. So, I'm just wondering if there are some general guidelines that define the timelines for which...

Director Slater-Carter: and that one was just redone about 3 years ago. The one from 2000 is outdated.

Director Boyd: It's the name of the authors, but that's the LAFCo law.

Director Slater-Carter: Gregg, if you are interested, or Ric and Jim, I can get you the name of the Chair of the Little Hoover Commission and you can call him.

Director Lohman: When the first report came out, everyone submitted documents, slamming them. Then they came out with a revised version.

Director Slater-Carter: It's taken 10 years to revise it, maybe more.

Director Boyd thanked Director Lohman for bringing it to the Board.

Director Slater-Carter concurred and confirmed with Director Harvey and Director Lohman that they will be working with Barbara Dye to put in a strong statement.

Director Boyd said they could reach out to the Harbor District as well.

General Manager that he will start scheduling a meeting tomorrow morning.

## **REPORTS**

### **1. Sewer Authority Mid-Coastside Meeting (Slater-Carter)**

Director Slater-Carter stated that Kishen returned from vacation, and they have engaged Dan Child as an adviser to help deal with the transmission of getting a new manager for SAM and dealing with some points of discussion and internal issues. He will be submitting a report of what he envisions the process to be on August 26<sup>th</sup>.

Director Lohman stated that they awarded a contract for the blower replacement contract for 81k which was approved unanimously.

### **2. Mid-Coast Community Council Meeting (Slater-Carter) –**

Director Slater-Carter stated that the meeting last night was cancelled.

### **3. CSDA Report (Lohman) and LAFCo –**

Director Lohman: I have a little more on CSDA. LAFCo we talked about. Martha Poyatos, the Executive Director showed up to remind everyone about the two documents we just discussed. We always have a speaker, and they brought in Brent Turner about election security. If you ever felt secure about election security, don't be. It seems like the lead agencies who are doing something—New Hampshire, and San Francisco are trying something. The basic tenants of what they are trying to move towards is open source code, so everyone can look at it.

Director Slater-Carter: That is what Brent is pushing, but San Mateo County went for a private company.

Director Lohman: The private companies are in mad cash sales because they know they are going to be gone. So, San Mateo County is changing nothing between now and the major election. They are looking at stuff. The goal is open source software that everybody can look at so you can see if there is a problem and backed up with paper ballots in case you have to do recounts and stuff like that. They are encouraging people if you print out a ballot, to look at the ballot before sticking it in the machine. The security issue isn't necessarily while you are doing your balloting. All the ballots and machines are eventually feed into major vote counters and that's the problem, where everything is accumulated and counted.

Director Slater-Carter: The other problem is finding boxes of ballots floating in the Bay or in people's trunk when you need it.

Director Lohman: There seems to be an effort to give special attention in 2020 to important states like Michigan, Wisconsin, and Pennsylvania to make sure there is nothing there. But nationwide there are probably minimal changes from all the disasters we had last time. It's going to be a long term effort. People don't want to spend the money to switch out all of their machines.

Director Boyd: It's not fair right now that anyone has anything of sufficient quality to make that worthwhile. On the printed ballots, the best proposal so far are along the lines of manually printed ballots that you can touch and verify yourself. To give you some idea, it just happens... In the last election, the night of the election, I was looking at the results for the race that I was in, and the numbers didn't change for 3 hours from the time that the poles closed and they reported the absentee ballots that had been counted up to that point. And I kept calling every half hour "the numbers haven't changed," and the numbers were 200 ballots cast--it was well below our typical number. And speaking to staff, they said "it is updated every 30 minutes," or "it will be in the next batch." So, every 30 minutes, I kept calling back, saying "you just reported new numbers for everybody else, except for this race." And there were nothing new. It's just a whole lot of people working really hard at their level best, and they are under a lot of pressure. Finally at 11:30pm, I requested to speak to the Registrar because something is going on. They went and looked, and because of an issue that came up where we raised a protest



during the election, the Registrar said “with this race, let’s be extra careful with it,” and they had set the ballots aside and forgotten about them. That’s what you get with deny and neglect. To really get to where we have systems that we are going to have systems that we rely on, they should have auditable numbers from all of the activity so at any given point, they would know if they have seen the ballots. But, we have a long way to go before we have reliable repeatable secure processes. All of this notion that you are going to do it on a touch screen...

Director Lohman: Touch screens themselves seem to have a technical problem. He said that when a voter punched his vote, he happened to be a Democrat, and looked at the result on the screen, it’s the Republican guy. He backs up, and hits the Dem again, and it goes to the Republican guy again. After the third time he did it, it finally registered the Democrat that he wanted.

Director Boyd: that is often an issue with the calibration, but it could be that someone has hacked it. All of the voting machines at the Haver conferences are routinely compromised usually in under 3 minutes.

4. **LAFCo Report (Lohman) – none**
5. **Attorney’s Report (Schricker) – District Counsel Dave Schricker was not present. District Counsel Christine Fitzgerald had nothing to report.**
6. **Directors’ Report – none**
7. **General Manager’s Report (Heldmaier) – nothing in addition to submitted report.**

## **FUTURE AGENDAS**

Collections Contract Status  
Action Minutes Review

Director Slater-Carter: Since Director Marshall is not present we will move the mid-term public employee evaluation to the next meeting.

## **BRIEF RECESS**

**REGULAR MEETING ENDED at 8:15 P.M.**

**CONVENE IN CLOSED SESSION**

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Government Code §54956.9(d)(4))  
Initiation of litigation**

Number of cases: 1

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
(Government Code §54956.9(d)(2))  
Significant Exposure to litigation  
Number of cases: 1

**CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
(Government Code § 54956.9(d)(1))

Case Names: *Ecological Rights Foundation v. Sewer Authority Mid-Coastside* (USDC ND Case No. 3:18-cv-04413-VC)

Case Names: *City of Half Moon Bay v. Granada Community Services District, et al.* (Santa Clara County Super, Crt. No. 17CV316927)

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
(Government Code §54957(b)(1))  
Title: General Manager

**REPORT OF ACTION TAKEN IN CLOSED SESSION**

**ADJOURNMENT**

The District has a curfew of 10:30 pm for all meetings. The meeting may be extending for one hour by vote of the Board.

Respectfully Submitted,

Signed \_\_\_\_\_  
Secretary

Approved on the 12, September 2019

Signed \_\_\_\_\_  
President



# LOCAL AGENCY FORMATION COMMISSION

455 COUNTY CENTER, 2ND FLOOR • REDWOOD CITY, CA 94063-1663 • PHONE (650) 363-4224 • FAX (650) 363-4849

July 23, 2019

**To:** City Managers, City Public Works Directors, City Planning Directors  
County Manager, County Public Works Director, County Planning Director  
Special Districts Managers, Interested Parties

**From:** Martha Poyatos, Executive Officer

**Subject: Request for Comments on Draft Municipal Service Review Policy and Draft Sphere of Influence Policy for San Mateo Local Agency Formation Commission (LAFCo)**

San Mateo LAFCo is in the process of updating the Commission's policies that include general rules for hearings, municipal service review and sphere of influence and sphere updates, municipal service reviews, consideration of boundary change proposals, extension of service outside agency boundaries (recently updated and circulated), proposals affecting more than one county, conducting authority proceedings (protest proceedings), public member selection and the functions and services of special districts. Updates to these documents reflect changes in the Cortese Knox Hertzberg Local Government Reorganization Act.

LAFCo is currently circulating the attached municipal service review and sphere of influence policies for comment prior to consideration by the Commission at the September 18, 2019 LAFCo meeting.

The draft Municipal Service Review (MSR) policy outlines the required areas of determinations, stakeholder and public participation, the review process, and a list of agencies that are subject to MSRs. The policy updates the areas of determinations so that the policy is consistent with current state law as well as adds local policy consideration regarding water resiliency, climate change, and natural hazards. The MSR policy was last updated in 2014.

The draft Sphere of Influence (SOI) policy streamline the sphere of influence policy eliminating the distinction between a city sphere and district sphere, and eliminates reference to urban service areas. The SOI policy was last updated in 2001.

Both policies also maintain the discretion of the Commission in requesting information to meet State mandated findings and local requirements.

Please direct comments or questions regarding this draft policy to Rob Bartoli ([rbartoli@smcgov.org](mailto:rbartoli@smcgov.org)) by **August 27, 2019**. An electronic version of the draft policy can also be sent to you for review if requested.

**Attachment A:** Draft Municipal Service Review Policy

**Attachment B:** Draft Sphere of Influence Policy

**COMMISSIONERS:** ANN DRAPER, CHAIR, PUBLIC ▪ JOSHUA COSGROVE, VICE CHAIR, SPECIAL DISTRICT ▪ RICH GARBARINO, CITY ▪ DON HORSLEY, COUNTY ▪ MIKE O'NEILL, CITY ▪ WARREN SLOCUM, COUNTY ▪ RIC LOHMAN, SPECIAL DISTRICT

**ALTERNATES:** KATI MARTIN, SPECIAL DISTRICT ▪ HARVEY RARBACK, CITY ▪ JAMES O'NEILL, PUBLIC ▪ DAVE PINE, COUNTY

**STAFF:** MARTHA POYATOS, EXECUTIVE OFFICER ▪ REBECCA ARCHER, LEGAL COUNSEL ▪ ROB BARTOLI, MANAGEMENT ANALYST

San Mateo LAFCo Municipal Service Review Policy

**MUNICIPAL SERVICE REVIEW**

**1. Purpose**

Section 56430 of the Cortese Knox Hertzberg Local Government Reorganization Act of 2000 (Act) requires LAFCO to conduct municipal service reviews prior to establishing or updating spheres of influence. The municipal service reviews are intended to serve as a tool to help LAFCO, the public and other agencies better understand public service governance and delivery and evaluate options for the provision of efficient and effective public services. Municipal Service Reviews (MSR) are intended to support spheres of influence.

Generally, MSRs will be prepared in conjunction with sphere of influence studies or updates; however, municipal service reviews may also be conducted independent of the sphere of influence process. Minor amendments to a sphere of influence, as determined by LAFCo, will not require a municipal service review.

These policies are intended to provide guidance to the San Mateo Local Agency Formation Commission and staff in the preparation and implementation of municipal service reviews that inform the public and affected agencies.<sup>1</sup>

**2. Legislative Authority**

In order to prepare and to update spheres of influence, the commission shall conduct a municipal service review of the cities and districts in the county or other appropriate area designated by the commission<sup>2</sup>. The commission shall include in the area designated for the MSR the county, the region, the subregion, or any other geographic area as is appropriate for an analysis of the service or services to be reviewed, and shall prepare a written statement of its determinations. MSRs are the tool to gather information to allow for assessment of the fiscal condition of cities and special districts and informed decision making in determining spheres of influence.

**3. Definitions**

"Administrative review document" means a draft Municipal Service Review document that is available to affected agencies for review and comment on data and factual information in the document.

"Circulation draft document" means a draft Municipal Service Review document that is available to affected agencies, residents, property owners, or other interested parties for review and comment.

"California Environmental Quality Act (CEQA)" means a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible. Additional information regarding CEQA can be found in Public Resources Code Section 21000 et seq.

"Disadvantaged unincorporated community" means inhabited territory that constitutes all or a portion of a "disadvantaged community" a community with an annual median household income that

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<sup>1</sup> Government Code Section 56430

<sup>2</sup> Government Code Section 56425

is less than 80 percent of the statewide annual median household income as defined by Section 79505.5 of the Water Code.

“Municipal service” means the full range of services an agency is authorized to provide. Municipal service reviews will include water, sewer, drainage, harbor, libraries, roads, lighting, parks, police, and fire protection. General government services such as courts, social services, human resources, treasury, tax collection, and administrative services will generally not be included. LAFCo will determine which services will be included in each municipal service review.

“Municipal service review (MSR)” means a comprehensive study designed to better inform LAFCo, local agencies, and the community about the provision of municipal services.

**4. Agencies to be Included**

Local agencies that are subject to LAFCo review, or are required to have a sphere of influence, are subject to municipal service reviews. Whenever possible, data on services provided by other agencies providing the same services will also be included. These agencies may include, but are not limited to, private water utilities, mutual water companies and county-governed districts that are not subject to LAFCo sphere of influence designations. See Schedule of Agencies Subject to MSRs

**5. Boundaries**

LAFCo will determine the geographic boundary and agency(ies) that will be the subject of an MSR. Factors that may be considered in determining a service review boundary include, but are not limited to: existing city and special district jurisdictional and sphere boundaries; topography; geography; community boundaries; tax/assessment zones; infrastructure locations; transportation systems and roads; joint powers agreements; areas with shared social and economic communities of interest, plus other factors as determined by LAFCo.

With the exception of single-purpose, countywide special districts, MSRs will generally be conducted for individual agencies on a sub-regional basis within the County of San Mateo. However, as determined by the Commission, a municipal service review may be done for a single type of service (fire, municipal water, etc.) as the need may arise.

**6. California Environmental Quality Act (CEQA)**

LAFCo shall determine the necessary environmental review or exemption under CEQA.

**7. Stakeholder Outreach and Public Participation**

- a. LAFCo will encourage collaboration, cooperation and information sharing among municipal service review stakeholders.
- b. LAFCo will encourage public participation in the municipal service review process.

## 8. Areas of Determinations

LAFcos are required to conduct MSR's and prepare a written statement of determination in the following areas<sup>3</sup>:

a. Growth and population projections

Analysis will include Census population, California Department of Finance, Association of Bay Area Government and Regional Housing Needs Allocation population projections and other information where appropriate in assessing existing and future service needs.

b. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.

San Mateo LAFCo staff shall regularly monitor the existence of disadvantaged unincorporated areas in San Mateo County. The Commission acknowledges that other unincorporated communities that do not meet the definition of disadvantaged unincorporated communities may also warrant additional review regarding the need for public services and fiscal health of the territory.

c. Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies.

This includes any needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged unincorporated communities within or contiguous to the sphere of influence. The review will also incorporate the Insurance Service Office (ISO) Rating for the jurisdiction if structural fire provided.

d. Financial ability of agencies to provide services

Analysis will include but not be limited to agency budgets, budget trends, audits, fee schedules, revenue sources, long-term debt obligations, retiree pension and health benefit obligations, credit rating, debt ratio and other information necessary to assess the fiscal viability/health of the agency.

e. Status of, and opportunities for shared facilities

Analysis will include existing practices and potential opportunities in regard to sharing common facilities and/or contracting for services, etc. with other agencies.

f. Accountability for community service needs, including governmental structure and operational efficiencies.

Analysis will include: public availability of agency budget, agenda, reports and other documents; source data such as organizational charts, budgets, website, survey information provided by agencies; and potential reorganization pursuant to CKH Act, enabling legislation and State legislative policies encouraging efficient delivery of services and logical boundaries.

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<sup>3</sup> Government Code Section 56430

San Mateo LAFCo Municipal Service Review Policy

- g. Any other matter related to effective or efficient service delivery, as required by Commission policy.

The Commission or the Executive Officer may include other matters as determined based on local conditions and circumstances prior to preparing an MSR or in the course of preparation. MSR's determinations to be included by adopted local policy include the following:

- i. Water Resiliency and Climate Change

Safe, adequate, reliable, and resilient water supplies are fundamental to the County. The Commission supports governance models that enhance and provide a more robust water supply capacity (including, but not limited to, recycling, desalination, and stormwater recapture) in the County. The Commission will consider how water-related requests for sphere of influence, boundary, or service modification affect the Commission's interests.

Resiliency to climate change is important to the health, safety, and economic prosperity of the County. The Commission supports multi-agency collaboration and governance models that provide risk reduction solutions that address sea level rise and other measures to adapt to climate change. The Commission will consider the extent to which the agency under study is planning for sea level rise, climate change water resiliency.

- ii. Impact of Natural Hazards and Mitigation Planning

Analysis will include a review of natural hazards that may impact the jurisdiction, including wildfire, earthquakes, and flooding. Source data such as a general plan, hazard mitigation plan, land use maps, FEMA maps, and CAL Fire maps will be used to as part of this analysis.

- h. The Commission or LAFCo staff may request additional information on a case by case basis in order to adequately address state required areas of determination or any locally adopted policy.

**9. Municipal Service Review Process**

- a. LAFCo will determine the priority, schedule, procedure and content for municipal service reviews as required for sphere of influence reviews for the County's 20 cities, 22 independent special districts and 33 county governed special district. LAFCo will develop a priority work plan of MSRs to be addressed during the fiscal year.
- b. Municipal service reviews will be prepared by staff unless the Commission finds that due to complexity, controversy or staff resources, the review should be conducted by an independent consultant.
- c. LAFCo will transmit a survey/questionnaire to the affected agency(ies) identified in the service review work plan. The survey/questionnaire shall contain questions related to Section 56430 (1) through (7)
- d. Staff shall prepare an administrative report for review and comment by affected agencies, to verify data.
- e. A circulation draft reflecting comments from affected agencies is then circulated to affected agencies, residents, property owners, or other interested parties.

## San Mateo LAFCo Municipal Service Review Policy

- f. LAFCo may hold public scoping meetings or study sessions, as necessary, for selected service reviews to gather additional input.
- g. LAFCo may establish an MSR committee to provide technical and/or policy advice to LAFCo staff. The MSR committee may consist of LAFCo Commissioners from each representative category (county, cities, special districts and the public).
- h. LAFCo staff will prepare a final municipal service review report that includes the determinations required by State Law and adopted Commission policy. The report may identify future studies or actions, which LAFCo or other agencies may take to implement the recommendations of the report.
- i. The Commission will consider the municipal service review report and determinations at a noticed public hearing prior to reaffirming or amending a sphere of influence. The report will be available for a public review period of a minimum of 30 calendar days prior to the hearing, unless additional time is required or requested.
- j. Upon adoption of determinations, LAFCo staff shall schedule a continuity report on the agency(ies) studied at a one-year interval.

Adopted March 20, 2002

Revised February 20, 2008

Updated February 2014 to incorporate revised areas of determination

Revised 2019

Attachment: List of Agencies in San Mateo County Subject to MSRs as of July 2019



Exhibit A

Agencies Subject to Municipal Service Reviews in San Mateo County			Agencies with No Sphere of Influence and Not Subject to Municipal Service Reviews	
Cities	Independent Special Districts	Dependent Special Districts	Dependent Special District	Dependent Special District
City of Belmont	Bayshore Sanitary District	Belmont Fire Protection District	Atherton Channel Drainage District	
City of Brisbane	Broadmoor Police Protection District	County Service Area No. 1 (Highlands)	Baywood Park Drainage Maintenance District	
City of Burlingame	Coastside County Water District	County Service Area No. 10 (Montara Parks)	Bel-Aire Lighting Maintenance District	
City of Daly City	Coastside Fire Protection District	County Service Area No. 11 (Pescadero)	Belmont Highway Lighting District	
City of East Palo Alto	Colma Fire Protection District	County Service Area No. 12 (Montara/Moss Beach)	Burlingame Hills Sewer Maintenance District	
City of Foster City	East Palo Alto Sanitary District	County Service Area No. 6 (Princeton-by-the-Sea)	Campo-Bello University Park Drainage Maintenance District	
City of Half Moon Bay	Granada Community Services District	County Service Area No. 7 (Sam McDonald Park)	Colma Highway Lighting District	
City of Menlo Park	Highlands Recreation District	County Service Area No. 8 (North Fair Oaks)	Edgewood Sewer Maintenance District	
City of Millbrae	Ladera Recreation District	Crystal Springs County Sanitation District	Emerald Lake Heights Highway Lighting District	
City of Pacifica	Menlo Park Fire Protection District	Devonshire County Sanitation District	Emerald Lake Heights Sewer Maintenance District	
City of Redwood City	Midpeninsula Regional Open Space District*	Estero Municipal Improvement District	Enchanted Hills Drainage Maintenance District	
City of San Bruno	Mid-Peninsula Water District	Guadalupe Valley Municipal Improvement District	Enchanted Hills Lighting Maintenance District	
City of San Carlos	Montara Water and Sanitary District	North San Mateo County Sanitation District	Fair Oaks Sewer Maintenance District	
City of San Mateo	North Coast County Water District	Scenic Heights County Sanitation District	Granada Highway Lighting District	
City of South San Francisco	Peninsula Health Care District		Harbor Industrial Sewer Maintenance District	
Town of Atherton	San Mateo County Harbor District		Highlands Drainage Maintenance District	
Town of Colma	San Mateo County Mosquito and Vector Control District		Highlands Landscape Maintenance District	
Town of Hillsborough	San Mateo County Resource Conservation District		Kensington Square Sewer Maintenance District	
Town of Portola Valley	Sequoia Healthcare District		La Honda Lighting Maintenance District	
Town of Woodside	West Bay Sanitary District		Los Trancos County Maintenance District	
	Westborough Water District		Menlo Park Highway Lighting District	
	Woodside Fire Protection District		Montara Highway Lighting District	
			Oak Knoll Sewer Maintenance District	
			Pescadero Highway Lighting District	
			Sequoia Drainage Maintenance District	
			University Heights Drainage Maintenance District	

\* Midpeninsula Regional Open Space District is a multi-county special district, with Santa Clara LAFCO acting as the principal LAFCO for adopting service review determinations and updating the District's sphere of influence

## SPHERE OF INFLUENCE

### 1. Background

Government Code Section 56425 of the Cortese-Knox-Hertzberg Local Government Reorganization Act (Act) requires LAFCos to update spheres of influence every five years, as necessary, either in conjunction with, or after completing, municipal service reviews. This section also specifies the areas of written determinations LAFCos must adhere to in order to establish, update or amend a sphere of influence.

The purpose of the sphere of influence is to ensure the provision of efficient services while discouraging urban sprawl and the premature conversion of agricultural and open space lands by preventing overlapping jurisdictions and duplication of services. LAFCo is prohibited from regulating land use. However, on a regional level, LAFCos can promote orderly development of communities by identifying differences between County and City general plans so that the most efficient urban service arrangements are created for the benefit of residents and property owners. LAFCo will utilize general plans, local coastal programs, and other local planning documents to inform and guide decisions on establishing, updating, or amending spheres of influence.

These policies are intended to provide guidance to the San Mateo Local Agency Formation Commission and staff in the preparation, adoption and update of spheres of influence for cities and special districts in San Mateo County.

### 2. Legislative Authority

In order to carry out its purposes and responsibilities for planning and shaping the logical and orderly development and coordination of local governmental agencies subject to the jurisdiction of the commission to advantageously provide for the present and future needs of the county and its communities, the commission shall develop and determine the sphere of influence of each city and each special district, as defined by Section 56036, within the county and enact policies designed to promote the logical and orderly development of areas within the sphere. (Section 56425)

### 3. Definitions

“Dissolution Sphere of Influence” means that the Commission has determined that the service responsibilities and functions of the agency should be reassigned to another local government, and that the agency should be dissolved.

“Lands Under Study” means areas with special financial and social problems that require additional analysis by LAFCo or the governing agency before the territory can be placed within an agency’s sphere of influence.

“Sphere of Influence” means "A plan for the probable physical boundaries and service area of a local government agency (Government Code Section 56076)." A sphere of influence will reflect the limits of probable future growth of an agency during the applicable general plan period or twenty years, whichever is more appropriate. A sphere of influence may also include recommendations for:

- a. Annexation or detachment of territory, or both.
- b. Incorporation of a new city.

## San Mateo LAFCo Sphere of Influence Policy

- c. Merger of a special district with a city.
- d. Consolidation of a special district with one or more districts.
- e. Formation of a new district.
- f. Dissolution of an agency.

“Urban Services” means services necessary to support urban development, including such services as water, sewer, fire and police protection.

“Urban Area” means an area with residential development at a density which requires a combination of urban services, and commercial or industrial development which serves as a significant business or activity center.

### 4. Purpose

- a. It is the intent of LAFCo to support the viability of local governmental agencies providing essential services. Local agencies should be so constituted and organized as to best provide for the economic and social needs of the county and its communities, efficient governmental services for orderly land use development, and controls required to conserve environmental resources
- b. It is an intention of LAFCo to use spheres of influence as a tool to discourage urban sprawl as well as to encourage the orderly changes of organization of local government agencies including but not limited to annexations, consolidations, formations and reorganizations.
- c. LAFCo recognizes the limited usefulness of long-term projections. The accuracy of projections decreases with an increasing number of years from the date of the projection. Consequently, the spheres of influence adopted by LAFCo delineate limits for probable future growth within the next twenty years as reflected in the general plans of the various cities and the county.
- d. Once established, a sphere of influence shall provide a declaration of policy that shall be a primary guide to LAFCo in the determination of any proposal concerning incorporated cities or special districts and territory adjacent thereto. Any such sphere of influence may be amended from time to time and its application in any particular case shall depend upon the applicability under the precise facts of that particular case. Prior to approving a change of organization inconsistent with the adopted sphere of influence of that local agency, LAFCo shall amend the sphere of influence of that local agency .
- e. LAFCo discourages the proliferation of local governmental agencies and the existence of overlapping public service responsibilities. The formation of new special districts within existing city or special district spheres of influence is to be discouraged.
- f. It is the intent of LAFCo to encourage the rationalization of local government through the elimination or consolidation of small, single-purpose districts. Wherever the full range of urban services is required, general-purpose governments are preferred to single-purpose special districts for provision of services.
- g. LAFCo recognizes that some political boundaries may be artificial, dividing what may, in fact, be a single community or communities. Existing local government agencies are encouraged to

investigate the feasibility of political and functional consolidation in the implementation of LAFCo sphere of influence determinations.

**5. Allocation of Territory to a Sphere of Influences**

- a. Every Sphere of Influence must be consistent with LAFCo's policies and procedures, the State Legislature's policy direction to LAFCo, the sphere of other agencies in the area, county and city general plans, the Commission's statement of municipal service review determinations, and with the long-range planning goals for the area. LAFCo should call attention to inconsistencies among city, county and regional plans, and should strive to encourage the affected jurisdictions to reconcile the inconsistencies.
- b. Existing, urbanized unincorporated areas with special financial, infrastructure and other service related problems may be the subject of a special designation of "lands under study" until such time as a final decision by the Commission may be reached as to how the area should be provided urban services.
- c. All areas within the county not included within a city sphere of influence should not be subject to urbanization until such time as a complete study can be made by the appropriate planning and administrative departments of the county, adjacent cities and LAFCo.
- d. Areas designated for open space, recreation, or the preservation of the natural or land resources (i.e. agricultural preserves) within the county by regional agencies, the county or local agencies, and not assigned to the sphere of influence of a local agency shall not be considered eligible for an extension of an urban level of services.
- e. Consideration should be given to the effect of the growth of the area and the extension of urban services on the county government structure as well as adjacent single and multiple purpose districts, and the adjacent cities.
- f. Boundaries should not create islands or corridors unless these areas are designated or reserved for open space or regional facilities which are best left unincorporated.
- g. An analysis should be made of the need for the established community, city and special district services; the present cost and adequacy of governmental services; probably future needs for such services; probable effect of the immediate and long-range development within the proposed sphere of influence.
- h. Consideration should be given to alternate courses of action for providing urban governmental services, and to their fiscal and economic consequence.
- i. Publicly owned properties, other than city facilities, which require urban services such as police and fire protection (convention centers, airports, racetracks, regional parks) should be analyzed on an individual basis before they are included or excluded from a sphere of influence. If the facility is to be included, consideration should be given to alternatives in which the public agency owning the property can reimburse the subject city an equitable sum in lieu of taxes to offset the cost of urban services.

- j. Where a special district is coterminous with or lies substantially within the boundary or sphere of influence of a general-purpose government which is capable of assuming the public service responsibilities and functions of that special district, the special district may be allocated a designation of dissolution sphere of influence which encompasses no territory.
- k. Where it is feasible, cities should be encouraged to expand the types of services which they can provide if no multi-city, single purpose or multi-purpose special district is available.
- l. Where two or more single-purpose special districts provide services to substantially the same area, those districts may be allocated a consolidation sphere of influence to include the area served by both districts. This would be the case where LAFCo believes that the particular service should be provided to the entire agency area by a single local agency. The provision of services by multi-purpose local agencies is to be preferred over the provision of those services by overlapping single-purpose special districts.
- m. An existing local agency may be allocated a dissolution sphere of influence which encompasses no territory. Such may be the case where LAFCo determines, after due consideration of all factors, that the public service responsibilities and functions of one local agency should be reallocated to some other unit of government and that, ultimately, the local agency which has been assigned a "dissolution sphere of influence" should cease to exist.
- n. The provision of essential services to multi-city areas may be a role for special districts within urban areas if the affected cities are unable to make contractual arrangement for the similar provision of services by a single, service-vending city or the county. Where such services are or could be available from a single, services-vending city or the county, a special district may be allocated a dissolution sphere of influence encompassing no territory.
- o. Non-essential services should not be provided by special districts unless there is no other mechanism for provision of those services. Rather, the responsibility for the provision of those services should belong solely to general-purpose government which has a mandate to weigh priorities of competing uses for tax revenues.
- p. The existence of agricultural preserves in the area which could be considered within an agency's sphere of influence and the effect on maintaining the physical and economic integrity of such preserves in the event that such preserves are within a sphere of influence of a local governmental agency will be reviewed as part of the Sphere of Influence approval process.

**6. SOI Determinations**

In making its sphere of influence determinations, the Commission will examine the effects of potential jurisdictional changes on affected local agencies, residents, tenants and landowners.

In determining the sphere of influence of each local agency, the commission shall consider and prepare a written statement of its determinations with respect to each of the following:

- a. The present and planned land uses in the area, including agricultural and open-space lands.
- b. The present and probable need for public facilities and services in the area.

- c. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
- d. The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.
- e. For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, that occurs on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.
- f. Upon determination of a sphere of influence, the commission shall adopt that sphere.

For a sphere of influence for a special district, the commission shall require existing districts to file written statements with the commission verifying the functions or classes of services provided by the district and the nature, location and extent of any functions or classes of service provided by existing districts as reported in the districts inventory of functions and services adopted by the Commission (Section 56425).

#### **7. Amendments and Updates to Spheres of Influence**

LAFCo will adopt, amend, or update a Sphere of Influence after a public hearing and pursuant to the procedures set forth in Section 56427 of the Cortese-Knox Hertzberg Act. Sphere actions are subject to the provisions of the California Environmental Quality Act. Spheres of Influence shall be reviewed and updated, if necessary, every five years as needed, or more often if deemed necessary by the Commission. Whenever possible, city sphere updates shall be scheduled to coincide with city General Plan updates.

Sphere of Influence updates generally involve comprehensive review of the Sphere of Influence, including the map and the information provided in the Municipal Service Review for the agency. Amendments generally involve discrete changes to a Sphere of Influence designation or map or Plan that are proposed by an agency or individual to accommodate a specific proposal. An amendment may or may not involve changes to the Municipal Service Review information. Updates to the Sphere of Influence may be required when territory is added or removed, when a district seeks to provide a new or different function or class of service, or when a significant change in an agency's plans for service makes the current sphere plan impractical.

LAFCo will review the adopted sphere plan of each agency at least every five years as needed as the Commission deems necessary. In order to conduct a sphere review, LAFCo will request the agency to provide updated information for its Sphere of Influence and Municipal Service Review. Such information is necessary to inform the Commission's determination of appropriate sphere horizon boundaries. In the absence of adequate information, the Commission will complete the sphere update by identifying the territories that currently receive the agency's services and excluding unserved territories from the sphere.

Sphere of influence amendments shall precede consideration of proposals for changes of organization or reorganization that are not consistent with the existing sphere.

## San Mateo LAFCo Sphere of Influence Policy

An applicant for amendment to a sphere of influence must demonstrate a projected need or (in the case of reduction of the sphere) lack of need for service.

Amendment proposals involving sphere expansion that would provide for conversion to urban uses of open space land (as defined by Sections 56059 and 65560) or prime agricultural land (as defined by Section 56064) will not be approved by LAFCo if there is sufficient alternative land available for annexation within the existing sphere of influence.

### **8. LAFCo initiated Sphere of Influence Review/Update**

- a. The San Mateo Local Agency Formation Commission shall adopt, amend, or revise spheres of influence after a public hearing called and held for that purpose. At least 21 days prior to the date of any such hearing, the Executive Officer shall give mailed notice of hearing to each affected local agency and the County, and to any interested party who has filed a written request for such notice with the Executive Officer. In addition, at least 21 days prior to the date of any such hearing, the Executive Officer shall cause notice of the hearing to be published in a newspaper within the territory affected by the sphere of influence proposed to be adopted. LAFCo may continue from time to time any sphere of influence hearing. At any sphere of influence hearing, LAFCo shall hear and consider oral or written testimony presented by any affected local agency, the County or any interested person who wishes to appear including landowners, residents and tenants in the area affected by the Commission's sphere of influence decisions (Section 56427).
- b. In determining a sphere of influence, the commission may assess the feasibility of governmental reorganization of particular agencies and recommend reorganization of those agencies when reorganization is found to be feasible and if reorganization will further the goals of orderly development and efficient and affordable service delivery. The commission shall make all reasonable efforts to ensure wide public dissemination of the recommendations.
- c. At its meeting, the commission shall consider the Executive Officer's report and receive any oral or written testimony. The consideration may be continued from time to time, but not to exceed 70 days from the date specified in the original notice.
- d. At the conclusion of its consideration, the commission may approve with or without amendment, wholly, partially, or conditionally the recommended sphere determinations.
- e. Upon acceptance of the MSR and adoption of the determinations, LAFCo staff shall transmit the determinations to affected agencies and stakeholders.

### **9. Requests for City or District Sphere Amendment**

- a. Any person or local agency may file a written request with the executive officer requesting amendments to a sphere of influence or urban service area adopted by the commission. The request shall state the nature of the proposed amendment, state the reasons for the request, include a map of the proposed amendment, and contain any additional data and information as may be required by the executive officer.
- b. At least thirty days prior to submitting an application for a new city or district SOI or a city or district SOI update, the city or district and County representatives must meet to discuss SOI issues,

## San Mateo LAFCo Sphere of Influence Policy

boundaries and methods to reach agreement on such boundaries, and development standards and zoning requirements within the SOI. The purpose is to consider city/district and county concerns and ensure orderly development within the SOI. Discussions may continue an additional 30 days, but no longer than 60 days.

- c. If an agreement is reached, it must be forwarded to LAFCo. LAFCo will give great weight to the agreement when determining the city's SOI. If LAFCo's final SOI determinations are consistent with a city or district/County agreement, the city/district and the County must adopt the agreement at noticed public hearings. After the agreement and related General Plan amendments are adopted, County-approved development within the SOI must be consistent with the agreement terms.
- d. If no agreement is reached, LAFCo will render determinations and adopt a sphere consistent with its policies and the Act.
- e. In an effort to promote cooperation among the land use agencies with jurisdiction over lands in the Coastal Zone, any application to LAFCo for a sphere of influence amendment regarding land in the Coastal Zone shall contain the following information:
  - i. A statement that the staffs of the Coastal Commission and other land use agencies with jurisdiction over the land which is the subject of the application have reviewed and jointly discussed the sphere of influence amendment application with respect to consistency with applicable general plans, the Coastal Act, and local coastal programs. The statement should also memorialize the results of the review.
  - ii. Preliminary review and comments from the Coastal Commission staff as to potential issues of Coastal Act consistency.
  - iii. Review and comments from any other land use agency with jurisdiction, through a Local Coastal Program or otherwise, over the land which is the subject of the application, including an analysis of consistency of the proposed amendment with its general plan. LAFCo will consider consistency with the Coastal Act and the relevant general plans in making its Sphere of Influence determination.
- f. The executive officer shall give notice on the sphere of influence hearing. On the date and time provided in the notice, the commission may do either, without further notice, consider the amendments to a sphere of influence or set a future date for the hearing on the request.
- g. The executive officer shall review each requested amendment and prepare a report and recommendation. The report shall be completed not less than five days before the date specified in the notice of hearing. The executive officer shall send copies of the report to the person or agency making the request, each affected local agency, and each person who has filed a request for a report.
- h. At its meeting, the commission shall consider the Executive Officer's report and receive any oral or written testimony. The consideration may be continued from time to time, but not to exceed 70 days from the date specified in the original notice.



San Mateo LAFCo Sphere of Influence Policy

- h. At the conclusion of its consideration, the commission may by resolution approve with or without amendment, wholly, partially, or conditionally or deny the sphere of influence amendment.
- i. Upon adoption of the sphere of influence resolution, LAFCo staff shall transmit the determinations to affected agencies and stakeholders.

Adopted 9/18/74  
Revised 6/18/75  
Revised 3/20/96  
Revised 1/17/01  
Revised 2019

DRAFT



**MONTARA WATER & SANITARY**  
**DISTRICT**

**BOARD OF DIRECTORS MEETING**  
**September 5, 2019**

**MINUTES**

**REGULAR SESSION BEGAN AT 7:30 p.m.**

**CALL TO ORDER**

**ROLL CALL**

Directors Present: Boyd, Harvey, Lohman, Marshall, and Slater-Carter

Directors Absent: None

Staff Present: General Manager, Clemens Heldmaier  
District Clerk, Tracy Beardsley

Others Present: District Counsel, Christine Fitzgerald  
District Sewer Engineer Pippin Cavagnaro  
Dan Child, Wastewater Management Specialists, LLC

**PRESIDENT'S STATEMENT – None**

**ORAL COMMENTS**

Gregg Dieguez, Montara resident: I would like to start with the issue of the Newsletter. I am aware, but not privy to any of the secrets about the negotiations in the lawsuits. There is a lot going on here--with the lawsuits, the rate study, and SAM falling apart—I hear. My request is that the Board not wait any further before issuing a newsletter to apprise the rate-payers that things are happening. We may not have any conclusions, but I think people will react better to get a newsletter

sooner rather than later, because they may get the next thing and it may be bad news. That is my suggestion. Now, the next item. It is not that I'm saying you look old, but you have been working very hard, and some of you have been doing this for a very long time. And even before I read Dan's presentation, I had thought of raising this issue of succession plan for the Board because I think we need to plan for the next generation of young puppies, like Scott, who are going to come in and help take the baton. Now, in successful organizations that I have seen elsewhere, this is often accomplished by having, let's call them "junior members" join in an adjunct capacity and do little chores, help out, and they get to see what is going on, and people get to see if they are any good, and then they can run for the Board later. That is one thought. The other thing is, I don't know what is going to be required to recruit people to work as hard as you guys do. Maybe, you are going to have to give yourself a pay raise just before you quit (because it is \$75 per meeting). In order to attract people, you might have to have a more compelling value proposition. I would like to see you do something in the spirit of thinking about the succession plan because you guys have a ton of knowledge capital—a ton—and it needs to be preserved and passed on. Thanks.

#### **PUBLIC HEARING – None**

#### **CONSENT AGENDA**

General Manager Heldmaier stated it will be on the next Agenda.

#### **OLD BUSINESS - none**

#### **NEW BUSINESS**

##### **1. Initial Evaluation of Sewer Authority Mid-Coastside Organizational Improvement – Receive Presentation by Wastewater Management Specialists, LLC.**

General Manager Heldmaier: We had an opportunity to listen to Dan Child with Wastewater Management Specialists on August 26, 2019. He gave a presentation after he was tasked with essentially interviewing people at the agency and around the agency, trying to establish a task list of improvements. This presentation was well received at SAM, and it was asked that Dan make the presentation at every individual member agency. We are the first one, I think, to listen to you, although I know some of the Board members attended the meeting when you presented. After that, I think you are scheduled to Granada and City of Half Moon Bay as well.

Dan Child, Wastewater Management: At this point, Half Moon Bay has decided to see if they want me to come and see them or not. They have not made a commitment.

General Manager Heldmaier: This item is for information purposes. So, if SAM is moving forward in this direction, it will require authorization by the individual member agencies through a budget amendment or similar process. I think what we want to do today is listen to Dan, have a discussion about this and maybe give direction to staff so we can work with SAM to see if we want to hone down the scope of services accordingly or whatever work we can do moving forward with this. With this, I am handing this over to Dan.

Dan Child, Wastewater Management: Thank you for having me this evening. I really appreciate the opportunity to speak with everyone to let you know what I found in my assignment with SAM in approximately 30-day time. Personally, I've worked in the Wastewater Industry for about 39 years now. I started out in a plant in southeastern Utah, and I have been in Southern California and Northern California and also worked for a private contract operator, Veolia North America, which at the time was the largest contract operations—and still are, as far as I know—the largest contract operator in the world. I was Vice President of Operations for them in the Western U.S. The last 12 years or so, I was over the hill at Silicon Valley Clean Water, worked there, and just have the opportunity to work here and help SAM to become a highly functional organization is something that really piques my interest. I started off by speaking with 20 different people, all the Board members, and member agency managers, a couple of ex-managers for the agency, a lot of staff at SAM, to get an idea and feeling of what individuals were seeing. You have received a copy of all the comments I've put together. Some of those were mentioned many times by people, other ones in quotes were specific ones that someone said that I thought everyone should be aware of.

Director Lohman: Is that posted on the SAM website?

Dan Child, Wastewater Management: It is attached to your Agenda Packet. It is also on the SAM website. SAM is not alone in this quandary. Thirteen years ago, when I first walked in the door at Silicon Valley Clean Water (at the time South Bayside System Authority), they were facing virtually the same type of thing—there was controversy at the Board level, deferred maintenance in their facilities. It took a lot of effort to get it turned around, but it is turned around and is doing a lot better today. A lot of things went into effect in 1972 Clean Water Act. We are all very familiar with that, the Clean Water Act did a lot of great things for cleaning up the environment and our waterways. However, in my opinion, one of its big flaws was that it provided funding at 87.5% for all of these facilities, but did not look to the future how we're going to maintain or replace things—it was a one-time thing, and it lulled a lot of us into a complacent attitude of “hey, it's paid for, it's here, we got it,” and nobody worried about the future. Well, the future is here today, and we have facilities that are reaching the end of their useful life, and most utilities have been caught in a situation where they have not planned for that. We worked very hard, the staff at SAM, in talking with them and observing them, and they are hardworking and dedicated and really try to do the best they can. They definitely feel, at times, that they are the “step-child,” and are on the side of everyone else's

priorities, which is a normal thing in a joint powers agreement. You guys have your things that you have to take care of. The City of Half Moon Bay not only has water and wastewater, but also police, fire, and those types of things. It is very typical in a JPA to feel this way. However, it can function at very high levels working together and creating a synergy, for lack of a better word, where everyone is trying to accomplish the same thing.... Let's start the slides. As I interviewed these 20 people, I whittled it down to 10 categories. *Finances* are the biggest issue down there. They still have not completed their 2017-2018 audit, which is kind of incredible that they have that problem. They need to get that fixed. I've been working with the financial people there to try to help them pin things down. I am not an accountant, so I am not saying I can go in there as an accountant or auditor to fix it, but I have been through several audits and have the ability to help them identify issues where they can get action from their people to make it better. Once that audit is done, there is a statement in these slides that it will be done within 120 days, but it has been proven to be a problem and, it looks like it won't be done until February when they finish with the 2017-2018 audit. Then they have to wait 60 days before they can start their 2018-2019 audit. So, basically, they are going to be starting their 2018-2019 audit when they should be starting their 2019-2020 audit. So, we are still going to be behind for a year or so. *Trust* is the biggest issue of all, across the board, from the Board members to member agencies to staff. Everybody has trust issues. That is a really big issue that we need to talk about. The *Board* itself and how it functions, the *Joint Powers Agreement (JPA)* and how it functions, *SAM* is without a manager right now—that is obviously an issue, and has been an issues in the past with the manager, the collection systems work (we will get to that more in the following slides). When I say *SAM Management*, that is how *SAM* management is functioning, the day-to-day management functions. The *Staff*—we just had a discussion on succession planning, and *SAM* is facing a huge succession issue at the staff lever. They have a lot of people that are really close to retiring, and will go out the door with a lot of knowledge. The *Wastewater Treatment Plant*, the deferred maintenance is caught up, the *Recycled Water* is an issue with the drought situation is definitely challenging us all today. Next slide please. If you do have the list at the end of this slide presentation you will see there are a lot more comments under each of one of these issues. I tried to grab some of the bigger items. I talked about *Finance*—the audit is an issue, the budget. I've been doing budgets in the municipal sector for almost 40 years now, and I have yet to find one as confusing as *SAMs* budget is. It is very hard to decipher what is exactly is going on. Mostly, it is because it is all put together. The capital, O&M is all lumped into one. The new finance person, Stacey, is working on separating those and getting a better budget process in place this coming year. She has only been on-board since the first of the year—basically less than a year. So, between getting the audit straightened out and the budget, she is definitely challenged. Obviously, we need adequate funding for CIP and O&M just to be able to take care of things. The last statement, "lack of transparency," is a big issue that is faced all of you as member agencies, as you have not been able to tell what is going on at *SAM* and that makes anyone hesitant to spend money. When you don't know where it is going, it is really hard to spend that money. Moving on to

*Trust.* Whether it is real or perceived trust issue, it doesn't really matter because if somebody perceives there is a trust issue, there is a trust issue, whether it is Board members vs. staff or staff vs. the Board, etc. It is that people don't know what the other hand is doing. It is a real issue with the question "do I believe what I am hearing?" and "do I feel I am getting all the information I need?" I think change has to start at the Board levels. First of all, the Board members are the leaders and have to establish a trusting atmosphere that people can work with. I am a real believer in "ownership." I use that word versus "buy-in" all the time. "Buy in" generally means that I come up with an idea and want you to buy in to my idea and accept it. Ownership, on the other hand, means you are part of the development, that you helped form the idea and the action and work together. I think that is really missing at SAM. People do not have ownership of their facility. Other than Tim, who is sitting here in the audience, he may own the whole place, if the truth is known. He is definitely dedicated to that agency. The member agencies need to learn to trust SAM and vice versa. But I believe that SAM is the one that needs to lead that through their actions and providing transparency and clarity in what is going on there. Then you guys can start believing what you are hearing, and seeing, and being able to move forward with those things. One issue that came up is that the EPA and the State view SAM as one entity. If there is a problem, they don't come after each individual member agency, they come after SAM and you guys get pulled into it. So, it is a single entity that they have to deal with. Next slide. The Board, policy makers, they are the vision setters. They set the direction, bring up things, such as sea level rise, and direct staff to look into it. They come back to you with what is going on, and make recommendations. Once you decide how to move forward you turn to your staff to implement it and make it happen. One thing that I picked up from several people is that SAM did an organizational strategic plan about a year ago and the member agencies do not feel like that strategic plan addressed their concerns, which is a really big issue. Joint powers member agencies have three functions: (1) you are the customer, and as a customer, you have needs, and the joint powers should be fulfilling your needs. That's their job, to fulfill your wastewater needs. (2) To use a private sector analogy "you are the venture capitalist" you are the guys that need to bring money into the facility. And when you are doing that you need to be receiving enough information that you feel comfortable doing that. (3) Finally, the member agencies are a great resource for the joint powers agency. SAM should be able to turn to you guys when they have an issue. You may not have the answer, but may have the experience to help SAM come to the right answer, and as a group work together. Today, I don't see that happening. It's one-for-one and one-for-one. It is not a collaborative atmosphere between the member agencies and SAM as far as working together. At the same time, SAM is an independent agency and has to function to serve the wastewater needs of the Coastside. There is a need to maintain their direction. They should be the wastewater experts. But that doesn't mean they always have the answers, and that's where the member agencies can help them. Next one. The SAM manager—they are in the process of trying to find a head hunter to do the recruitment. We got a lot of great input--Does not need to a grade V operator or an engineer but must have experience managing JPAs that

bring unity, communication, transparency, and interact well with everyone. This management style is critical to the success of joint powers agreements. Next slide. Collections- One question came out "should SAM be in the Collections business at all?" Another one that came from multiple people is that "A one-year contract is absurd." It is very difficult for SAM to be able to plan, hire staff, amortize equipment, over a one-year period, never knowing whether they are going to have a contract year to year. So, generally speaking in the private sector at Veolia, we would never look at anything less than 5 years minimum and had contracts as long as 20 years. Again, deferred maintenance and replacement needs to be done. There is a feeling with the member agencies that the CIWQS, the electric reporting required by the State, is not well coordinated and SAM needs to provide better detailed monthly reports of what was done in your systems. One comment that came out was that "SAM's primary job is to prevent spills, and it has gotten better over the last three years, and the last manager was able to motivate and train staff to make that happen." It's interesting that a lot of times the people that said that are necessarily the ones you thought might say it. It really did come down to somebody recognizing that it has gotten better over the last three years. It's a great thing. We also need to develop a better pressure vacuuming relief valve maintenance program and related SOPs to make sure they are being maintained, so we don't have leaks. That is a common area for leaks in all force mains. On the management staff, as I mentioned earlier, Tim definitely takes ownership, and he is there 11-13 hours per day and I don't know how he does it—including some weekends. So, he does work a lot. I also got comments on the other side, that management staff needs to be there at least 40 hours per week. There is a perception that some management staff isn't there as much as they should be. It is an interesting observation. Private office space—their cubicles are open and if they need to do an interview with somebody, they really don't have a good place to do that. The two closed offices that they do have, they have to kick those people out. They have to document their policies, actions, procedures, SOPs for the entire organization. It seems to them that there is constant change going on, there is no stability in their organization, they are not sure what to do next, and it makes it difficult for staff to feel comfortable at work. Lastly, succession planning. They have several people that are going to leave, and a ton of institutional knowledge is going to go out the door. We need to transfer that and try to get people to come on board early enough to be able to transfer that information. SAM staff think that they are understaffed, and the member agencies think they are overstaffed. I think this is an area where we can do a staff evaluation plan, look at that. Wage--same thing again. A lot of the SAM staff feel their wages are not comparable to other agencies in the area and some member agencies think they are way overpaid. I think you need to look at a total compensation basis. My evaluation, in just looking at it quickly, I think their salaries are pretty close, but some of the benefits may be a little behind compared to what is going on in other agencies. Talk about succession planning. On the mechanic side of things, they are definitely lacking. They have two mechanics, and one tries to go out to take care of the pump stations and the other tries to take care of the treatment plant. If you look at both of them, they are both doing an outstanding job considering what they are working

with, but they are definitely behind in new maintenance. Kishen, who is acting as their interim manager, is also their engineer on-site. Comments were made that “Kishen does a lot of projects but is underfunded and there is not O&M staff to support the projects when he is doing them.” He has a hard time getting the support he needs to be able to make—shut downs, and tie-ins and that kind of stuff they need for that. Recruitment is always difficult when you are in an isolated situation like you are on the Coast, and they have a requirement for being able to respond within an hour to a call-out. Basically, that means you have to live on the Coast. We’ve all tried to get over 92 one time or another and an hour may not be enough. We really had a suggestion that we should evaluate the organizational chart for SAM, not just their organization, but who are they having to contract services and is that the most cost-effective way to do the work that they are doing. Next slide please. Finally, this slide is the treatment plant. Deferred maintenance is catching up. One thing that came out in talking to people is in the private sector generally speaking we look at the return on investment to determine whether we should spend money. Unfortunately, that does always apply to municipal decisions because we are mandated to provide a certain service. At the same we definitely need to do it in the most cost-effective manor to avoid paying more than what we need to. It’s a challenge we have. We should always be looking for the best value—the lowest cost is not always the best way to do it, but at times we have to because we are a municipal organization that have to take low costs, and it is a balancing act to get the best value. If you are proactive and take care of things in advance, in the long run it will save you a lot of money. Its just a known fact that running things to failure in the wastewater industry generally results in spills which result in fines. You are better off fixing things in a proactive manner, planning the replacement and doing what you can. The question about whether there is a need for on-site flow equalization or whether Half Moon Bay needs storm flow equalization came up and it is something we need to evaluate at the plant level. I don’t think it should be driven by a political issue but by what is best for that treatment facility. And their number one digester is over 20 years old, has never been cleaned. Typically, they are cleaned every 7-10 years, and its well behind its needed cleaning. Recycled water, last but not least. The Golf course, Coastside County Water District, the City of Half Moon Bay, SAM, and all of you need to be involved in working together. The golf course could likely use 100% of the average dry weather production. However, wet weather use storage is a big question that I don’t think has been answered in the work we’ve done today and that is a big issue when dealing with recycled water. You’ve got to do something with the water year-round. And it might be you will still have to do ocean discharge in the winter. It’s hard to say. Do scalping plants, small plants out in areas where you can use the water, make any sense? That is another evaluation that should be done. Are there demands for water that a scalping plant and the water in the area that you can actually make that work? So those are the findings. The next steps are we are really looking at a culture change. It has taken 40 years plus to get SAM where it is today. These things did not happen overnight. There is a lot of turmoil going on, a lot of intertwined issues, and it’s going to take time to change it. One of the Board members asked “how can we make this happen faster?” and you just can’t change



culture any faster. Two years is a short period of time, and five years to really change it. But I think we can get the programs and systems in place in a couple of years so that you are heading the direction that works. The financing meetings stand out as a definite thing you need to look at. But all these issues I just went through need to be addressed and working together we can make it happen. Saying that means the Board has to take the leadership role. You have to put the past behind you and move forward. I know that is easy to say, and very difficult to do. But it is really what we got to do, and the only way to do that is to build trust. Trust is the biggest issue that you have to work on, and its going to require some very open communication, transparency, compromise, SAM to perform, and just a lot a working together to make this change. Again, the finance is an issue that we are just going to have to focus on and work directly with the auditors and SAM staff to get those audits done. Its not going to happen at the end of the calendar year, its going to be the end of February now. One question we did come up with is "should we do a forensic audit?" When auditors come in to a municipal agency, they don't do a dollar-by-dollar audit that you do in a lot of businesses. Their audits are looking at policies, and procedures, to make sure you are doing what you are supposed to be doing. A forensic audit is looking at dollars and cents, making sure every dollar is accounted for. My feeling is that they are expensive, time-consuming, and we should wait to see what these two audits that they are in the middle of right now come out with and determine whether there is a suggestion or a need to do a forensic audit. The staff there does not feel that there has been an issue with embezzlement or any type of thing like that. But I know there is some concern over the billing issues, where the money is. Agencies feel like they have paid stuff, and SAM thinks they still owe money. If that is the case, we may need to get into a forensic audit and look at that. Its probably going to be a year or so away before we can make that determination based on what these standard audits typically come out with. Next please. To continue on that, the budgets. We spent time talking about this. Basically, we need to break it into categories that are very clear and easy to understand where the money is going. So it will be easy for your staff to bring recommendations to you when they analyze the SAM budget they can look at it and frankly, your managers should not be dictating or involved in the day-to-day, but they definitely need to be part of that process of the budget, being able to understand what is going on. If we put it in an easier format, I think they will find they can get the details they want so they feel they can make the recommendation they need to move forward with it compared to what is going on today. From a timing standpoint, we just have to make sure it is available early enough for you to be able to make those decisions. We talked about past billing and policies as a whole about your policies that they don't have in place and we need to look at. So, they are just starting in July, what is called the Tyler software package. It is a very widely used software package that they've adopted, and it seems to be working well. They are also going to be using Open.gov which is an online site in which you can download this information, and anyone can go through it. I think in early October they are having training for people to use Open.gov. So, if anyone wants to come to that, I think they are welcome to. I think we are going to put out invitations, especially to the managers that they would then be able to see

that. Also one of the things is using staff to do what they are best capable of doing and making sure they are well used and also there are controls in place so they are not doing things that can get them in trouble by doing jobs where they might have a conflict of interest, especially on the financial side. As I said, leadership starts with the Board. We need to address those big issues first. And globally the two biggest items are finances and trust right now. We have to work together and listen to each other. We have to take ownership and got to build trust. I ordered the book, *The Speed of Trust*, for all of the SAM people...if you haven't read *The Speed of Trust*, it is a great book by Stephen Covey that talks about the importance of trust and how to use it in the workplace and in life in general. The bottom line is, I believe the Sewer Authority Mid-Coastside can be fixed. I looked at it, and have worked in similar situations in my career, and have been able to see places turn around and develop trust all the up through the member agency level which is critical. The audits need to be figured out in the next, now we are saying 180 days. The new budget process is coming. Communication is absolutely critical. We have to provide the information and listen and make we are doing everything we can—member agencies, the Board, SAM staff, consultants. Everybody needs to be involved there and compromise is always part of communicating and you have to work together to make that happen. So, lets go to the next slide. One thing that I've worked with for several years is what I refer to a Process Control Management program. This program started out with myself and a gentleman I worked with at Veolia. We started a program with the operators in the treatment plant to try to get ownership. They had a real problem, as I stated earlier, with an almost military type of management system where I say "you go do this, and you come back and I will tell you what to do next." People were going through the routine, but they didn't have any ownership...they didn't know why they were doing things, understand what the impact was, and if something didn't go exactly right, they would say "oh, that is not what he told me to do, so I'm not going to worry about it." So, the whole idea of Process Control Management plan is to get everybody that is affected by the system involved in it. When we started this system first, we used the operators, brought a maintenance person and a lab person in, so everybody understood what was going on and had some input and then we would come up with targets and goals and actions to take depending on what we found. It worked great there, and about 5 years later, I got thinking about it and thought "why don't we use this everywhere?" You can use it in finance and administration. You can use it everywhere. So, for the last 15 years, it's been my management style, to try to work with people to get everybody to take ownership and be part of the decision and set up these programs and it has worked absolutely fantastic. It's a big job. It takes full-time effort for a couple of years to design it, implement it, and come up with all the SOPs, policies, everything you need, the training and get everyone involved. Once it is up and running, people love it because they are part of the team. And it really brings ownership and pride to the guy or lady who is doing the work on a daily basis. I believe doing this will turn SAM into a leader in the Wastewater Industry, but also in the government industry. Government as a whole, needs this type of thing. They will take us through the challenges that we have been faced and be able to fix it. Next one.

What this is, the Board had given me certain items that they wanted me to address in this presentation, and this is highlighting here what we just talked about. Organizational effectiveness, efficiency, getting policies and procedures current, by using Process Management Control program we will have an effective organizational structure, staffing levels, compensation, succession planning. I am not a compensation expert, so I told them we would have to hire an outside compensation person to make that work. We need to define the rules in the decision-making processes between SAM and the member agencies and provide training them on those standard procedures to the Board and the staff. Providing assistance in hiring the new SAM manager. One of the things I am still working on is identifying traits that the Board feels is important to the SAM manager. I talked to one of the gentlemen that has worked out there for 30 years, and he said in 30 years, he has been through 14 managers, which is kind of crazy—people would have been there less than an average of less than 2.5 years. So, my job is not to be the manager. I want to be there as a consultant to help the new manager, to strengthen him, and be able to get these policies and procedures in place while he is doing his day job, because he still has a lot of work to do, and I can help with that. Also, succession planning, and funding needs to be addressed. The other thing is working closely with the SAM engineer and their consultants to make sure we get the treatment plant in the shape it needs to be. Wastewater Specialists has several consultants that are involved with us. They are experts in process improvements, constructability, construction inspections, start up commissioning training, instrumentation and control specialists, corrosion control, maintenance and virtually every aspect of running wastewater treatment, and we have access to working with people that are extremely focused on their individual parts of that. Here is the Recycled Water. The bottom line is, the next drought is coming. It is not a matter of if, it is a matter of when. We are all faced with global warming and sea level rise. Unfortunately, sea level rise is not going to solve our drought issues. Its going to be a real issue and we need to work together as groups that are part of SAM today with the end users with the public and the regulators to make sure we are doing everything we need to do to make sure that we have a system that meets the needs of the Coastside. Next. So, one thing is there are no specific reports or deadlines associated with the work, other than it's about a 2.5-year program. A monthly report will be provided to the Board, what has been completed, what is expected to be completed in the next coming month or months, depending on what is going on. The financial aspects, the agency and the finances are just a huge issue. So, the Process Control Management program will address a lot of this. We got to get those audits done the budgets done, and we got to get systems in place so this never happens again. We are expecting this to take 28 months of full-time effort to address these issues and that was arrived at backing into this work based on scope of work they asked me to look at this time. Next one. So, totally, we are looking about 4,650 hours of time and the finance department assessment interaction, the Process Management Control plan, a lot of hours obviously, a year's worth of hours, that involves everything from creating these plans to planning evaluation, staffing evaluation, it is all put in together to make that work. Succession planning, we need to put that together, the JPA assistance,

that is there to assist the attorneys from an organizational standpoint of what is really going to work when they get around to re-doing the JPA, supporting the CIP and recycled water, and the general manager recruitment consultation. So, this is the scary slide. Basically, a 1.4-million-dollar project over 2.5 years plus the cost of the compensation analyst. When we do that, the top principle would be me working full-time, 4,650 hours over 28 months. One thing about my rates is all my expenses are included, so there are no additions to this for expenses or travel or anything like that. I am based out of Mesquite, Nevada and travel over here. I have other clients in the Bay Area, so it keeps me in the area. I have made arrangements that if they decide to go forward with this and if you approve it, that I would basically be full-time at SAM. The subcontractors are the people with special talents that we bring in, I'm estimating 25 hours a month on average over the time period. That is not going to be 25 hours every month, there may months with zero and months with 100. But basically, that is what we are looking at. Thank you very much. I am open to questions and comments.

Director Harvey: What is the status of the decision process? Does all three Boards make that decision? Or will the SAM Board?

Director Slater-Carter: All three Boards need to make the decision and pass a resolution in favor of that decision according to the JPA.

Director Harvey: And you will be presenting this to the other two Boards?

Dan Child, Wastewater Management: Yes. Half Moon Bay has sent the package forward and are talking to their counsel whether to determine if they want an actual presentation. They may do it at their staff level, they haven't decided yet. Granada has scheduled me as soon as they can, but their schedule is a little tight.

Gregg Dieguez, Montara Resident: Those of you who have computers, already have a PDF copy of this. I'm thinking, maybe you haven't seen it. I thought I was going to come here and talk as an expert on computer system procurement. When I looked at the presentation, I'm glad to see that I don't have to do that. But I was able to get four professionals in the Public Works to look at the presentation on the SAM website, including John Pugliarese, who is the Regional executive at Synagro, who Dan was a client, Chibby Alloway, of Woodward & Curran, which is a national clean water infrastructure and environmental consulting firm, and a former Regional VP of Veolia where Dan worked. And Mary Martis and Holly Kennedy who were respectively the project manager and Senior Vice President of HDR Inc. which is a major national engineering consultancy. Now, I got their comments, and have included them in this document. So, the good news, is we don't have to talk about the computer system because there isn't one. This is just 1.5 million for time. So, I think Dan hit the nail on the head in his report about trust. But I think there is a lot more work needed to define and responsibly decide on the specifics of his request. I do think, and the people who I talked to support this, that with Dan's background, as GM at the Publics Work agency he could be

immediately used to stabilize two things at SAM—trust and management. The people I checked with all supports this belief. He proposed a succession plan as one consultant deliverable and leveraging that concept I would suggest two immediate deliverables. I would focus a task plan with dates and sequence. The first thing is everyone I talked to said you ought to have the GM there, because of all the stuff that is changing. That person needs to have ownership and help define that. So, the first priority should be to help select and hire a new GM. And the second should be define and implement the remedial management steps for the Board and SAM management. One of the consultants listed some sources for industry standards for earmarks for self-assessment, essential auditing the maturity of the Board and agency might be useful. But that led to two questions that I would like to see in a focused short-term proposal from Dan. One question I have, an immediate question, under what conditions would you accept the position of GM of SAM, and if not, why not?

Dan Child, Wastewater Management: I'm a PERs retiree so I would have to come out of PERS and I would lose benefits that I have now because of my retiree situation. For that reason, PERS has limits, and it would not make sense to me financially. As a consultant, I can.

Gregg Dieguez, Montara Resident: The second question, is what do you think of the revised initial priorities that I've proposed, and some of the people I've talked to?

Dan Child, Wastewater Management: Two, I know and have a lot of respect for. As I stated all of the priorities have to be intertwined and meshed together. But I think getting a manager on board is absolutely critical. My job is not to be the manager, it is to support the new manager and you have to get a manager on board. So, I think you are right on track.

Director Boyd: How do you think we came to meet him?

Gregg Dieguez, Montara Resident: How did you meet him?

Director Boyd: We started looking for a manager. It is not mysterious to us, that when one resigns, we have to find one quickly as we can. You've mentioned how many managers we have had over at SAM over a period of time. I just ran through the list since 2000. It has been about 10, but about half of those have been interims. So, it is really 5, and of those one of them had a very short tenure. But in general, we have had people that have been there a few years each.... I think we all would like to see greater stability. We've enjoyed stability here in Montara. Before Clemens, we had George Irving for many years, and Clemens has been here since. And that kind of continuity we know here, about the value of continuity and we strive to have that continuity at SAM. SAM is tougher because it is JPA. JPAs are hard.

Dan Child, Wastewater Management: They are. I've been fortunate to spend my entire career, except for one Municipal employer, private sector obviously. I was in JPAs for all of them. So, I've titled a lot of good experiences with JPAs, and believe it is a really great way to solve a problem.

Director Boyd: I suppose most of them were set up with a tie breaker approach.

Dan Child, Wastewater Management: All but one.

Director Boyd: Which one was the hardest one?

Dan Child, Wastewater Management: The one without the tie breaker. No doubt about it.

Director Boyd: Exactly. And none of us here set that situation in place. We've all done our part, for the time we have been on this Board, including Lou, going way back. It's 40 years of holding it together; it's taken a lot of work, but when you are clear on a mission, it's not impossible.

Director Slater-Carter: I have a comment. A million four twenty-one. How are we going to ensure your recommendations—this may be a question for Christine and Clemens—among staff and all, is there was recently a very destructive lawsuit brought by Half Moon Bay against the other two member agencies. It probably has done more to erode trust than anything else in the history of SAM. Particularly because we had this strategic plan, and Half Moon Bay Council members had participated fully and energetically. It was a very constructive project that was put together, and it was well documented afterward. There were some people that were unhappy, and we were seeking to remedy that with an upcoming one, so everyone felt they had a voice... So, we are going to spend a million and a half dollars. How do we make sure that your work product is owned and implemented by not the staff--I trust the staff--but the member agencies, particularly Half Moon Bay, which has a history of City Manager turnover, which is almost as high as SAM manager turnover? That's a question, I'm not asking for a quick answer. But it's something we need to find a way we can all agree to. You can't ask people to sign a blank contract and yet, this District would be fool hearty, an unwise use of our resources, to spend half of a million dollars of our rate-payers' money on something we are not sure of--It could essentially be a gamble. I realize I am using a lot of hedging words, and I'm trying not be as blunt as I could be, because I do believe we need to build trust, and friendship, but still, for us to be able to do this, I have confidence in your skills. It's the dedication and ownership by all of us that I am concerned about.

Dan Child, Wastewater Management: I think you raised a really good point and I'm not sure I have 100% answer. There are a couple of things I can throw out. One is, it is expensive for all three parties. So, from an investment standpoint, it would be fool hearty for any of you to do if you didn't believe you wanted to have it. In

speaking with the six Board members, there is a universal desire to fix SAM. Now, sometimes what those Board members may believe personally, versus what they have to do in their role as SAM members versus their home Board or Council may be different. But I have been given very strong indications from all six of the SAM members, and I've also talked to a member of the City Council and another member of Granada Board, and their dedication is strong. Now, I think the secret is get the system in place, so that trust and transparency can get built and started, and then it will continue into the future. If you don't do it, then you are stuck with never trusting and having this challenge go on forever. It's a tough situation. Is there a guarantee that it is going to work forever? I don't think I can say that is the case in a way. I do believe, based on my experience with other places that it can happen and with the right attitude the right approach, and the right training, it definitely can be turned around. And I don't want to get into a lot of detail but when I started 13 years ago over the hill, South Bayside Authority at the time, there was one member agency that did not trust anybody, was a constant thorn in people's side, had a history of years of controversy, and I was able to turn that around. It takes time, dedication, and a plan to make it work.

Director Slater-Carter: I am on the Finance Committee for SAM and I can see that Stacey is already adopting a lot of what you have been talking about, and I am impressed. We are going to be having two meetings a month to work on SAM finances, and work with the auditor, and Stacey is saying "I'm staff, and you're the Board members, and it is your responsibility to design and approve these policies and processes." Debbie Ruddick from Half Moon Bay is on it, Barbara Dye is also on the committee and we find we are working very well together. I think we are making quite a bit of progress. One of the things that Stacey asked about at our meeting yesterday, was the monthly reporting of finances and I brought her a format from the Fire District that I have found very useful. It's not an uncommon format but it is not one that SAM has been using. You may want to check the Fire District budget, as it is also very transparent. We will see where it goes. Now, my question to the Board is, if you look at those SAM Board packets online and you have some ideas on how things can be stated more clearly, let me know and I will take it to the Finance Committee and we will work on it because there is only three of us, and as Ray Kroc says, it was a good way to start a company, is "no one of us is as good as all of us." It's true. There is a lot of experience here and a lot of ideas and I look forward to being about to bring them forward.

Lou Wall, Montara resident: I have a comment. First, I heard your presentation at the SAM Board meeting and I noticed as I sat there listening the actions you were getting from the Council members from Half Moon Bay was remarkable. Kumbaya was right there. But what was interesting, having gone to these meetings since 1987, I've never saw that kind of camaraderie. If you have been going to the meetings, the two Half Moon Bay Council members were saying things that the previous Council members were opposed to and caused many of the problems that has resulted in many of the problems that you are trying to address here. I think you addressed all the problems, but you failed to address—and I don't know

what is happening with the lawsuit-- but you need to re-do the Joint Powers Agreement. The Joint Powers Agreement was written primarily to satisfy the State and Federal Government (EPA) with regard to a problem we were having on the Coastside with correctly disposing of our wastewater. They were coming in with money to do it. But at the same time, the County was developing its Local Coastal Plan. So, there was no thought given at that time that I am aware of, with regard to how this organization should work. So, it was decided that it would work on the way the County's LCP was going to divvy future growth, 50% being Half Moon Bay, 30%, and 20%, and that is where those figures were, and that's what they came up with in creating this. Also, it had to do with the environmentalists had fought the building of this treatment plant, they wanted to hold the capacity down to a hundred and a half of what was actually built with the SAM plant. And the compromise was that they would allow you to have what you now have on the Coastside, and that is why Half Moon Bay ended up with a million, and we ended up with the divided other two. No one then, when we expanded the plant when I was on the Board, no one thought about the future. No one estimated the costs that things would break down and things would have to be replaced. We are getting a new treatment plant, it is free money, and it is great, just like you pointed out. But no one thought about how it was going to be in the future. And that to a certain extent, Montara and Moss Beach didn't understand, we wanted the expansion, but didn't do some of the studies perhaps we should have. It wasn't until Paul Perkovich retired and he started studying things and came up with a figure. "Gee, the engineers have built Montara's plant for 500,000 gallons secondary treatment back in the 1960s, and they have done their studies right. Because there was almost enough capacity in that 500,000-gallon plant to satisfy all of Montara and Moss Beach almost to build-out. That is what came out when I was on the Board. We expected to pay Half Moon Bay back for what it and Granada advanced so that we could pay into this project having lost a lawsuit and couldn't contribute. It was turned over, because we were under the cease and desist order and be fined a \$1,000 per day if we didn't get it under construction by October 1<sup>st</sup>, 1995. There was no way to re-design the project, and take Montara out, and I pointed out to the SAM Board that Montara and Moss Beach had already contributed \$500,000 dollars for the plans and environmental documentation that had been prepared for the enlargement of the plant. So, it was agreed by our attorneys that we would come up with another \$500,000 and make it a million gallons, and we would do the rest. We would get 500,000 gallons. So, we now have at the SAM plant, enough to last us to almost to build out. Present Board, not all of these people I'm not talking about. They didn't want to pay back Half Moon Bay anything, saying "we won't need it," and of course at the joint kumbaya meeting the last one we had was in 1995 at Hatch School, and we had all 5 members of the Montara Board, all 5 members of El Granada, and all 5 of the City Council there for the signing of the agreement to build the expansion, and Councilman Donovan gets up, who sat next to me at the SAM Board, and says "we don't want Montara paying us back in drips and drabs," as they sell connections and get money to pay for their share of the plant. So, what we want is for them to hold off until they need more capacity and then buy it, 20,000 gallons at a time.



Nobody on the City Council in 2002 when they were having trouble and knew they were going to lose the lawsuit and having real financial problems, came running to us to pay them back. Nobody understood how that was all worked out. There was nobody there. So, what I think you've missed and you haven't discussed at all is how do we make the Joint Powers Agreement more equitable for the next 40-50 years. It may mean scrapping what we've got and coming up with something else to replace it with. But as long as we have the agreement we have now, we will never reach the goals that you are trying to plan for.

Dan Child, Wastewater Management: I 100% agree with you, Lou. I did have one real quick statement there about JPA. I got comments back from people ranging from "it's a great document," to "it's a piece of garbage." The fact of the matter is, you are right. Those documents, and I had one over in Silicon Valley Clean Water with the very same problem, that it was written to get those facilities constructed, and they did not...and honestly, I don't know how they could have looked into the future for 50 years and what was going to come. But the JPA does need to be re-written and needs to be updated to facilitate not only today but at least for the next 20-30 years where you can have a view of what is coming. There is time in my proposal to assist attorneys in doing that from a management standpoint. The attorneys are going to have to write the legal work. I can't do that, but it needs to be done.

Lou Wall, Montara Resident: You haven't been exposed to...When Half Moon Bay, in 2002-2003 realized they were going to lose the lawsuit, or might lose the lawsuit, and needed money, the SAM Board the two representatives from Half Moon Bay made it very clear that we needed to do something to help them. They said we needed to revise the JPA. We didn't understand why. Scott was on the Board at the time, and he and Leonard Warren said "fine, give us a proposal. We are willing to discuss revising the JPA." For two years or more, these members would come and say they have turned over to the attorney and it is not quite ready yet, and it's kind of died. They never gave us a proposal. Then they hit us with a lawsuit.

Dan Child, Wastewater Management: I've been through one re-write of a JPA in my career and it took 10 years. It takes a lot of work and negotiation.

Lou Wall: Its not going to be easy.

Director Slater-Carter suggested that PCT record all of Lou Wall's knowledge of MWSD and expertise on his experience on the Boards and what he has seen, noting that it would be invaluable to future Board members to help them gain perspective.

Director Slater-Carter suggested they wait and see what Granada and Half Moon Bay is going to do. The next special meeting is September 12<sup>th</sup>, with a few smaller items, and so the next regular meeting will be in October.

Director Harvey: Is SAM considering a time scale?

Dan Child, Wastewater Management: I think they are looking at their October 28<sup>th</sup> meeting.

Director Slater-Carter: Something like that, because there is no early October meeting.

Director Boyd: I just want to add in one thought. The basket of activities are things we need to be doing. I think we all understand, but want to put a voice to getting a manager in, because as we build ownership and using your collaborative approach, get all the stake holders at the table, it would be weird to do all this work, and then bring someone in and say "this is all for you although you had no participation." That said, I think it useful first to think about the ordering of the work, and thinking about how much of this work might be something that transitions to the manager or something we do with staffing at SAM. So, as we contemplate it, I want you know that I want to look at, do we really need to go through the full thing or can we transition things on to other parts of the organization over time. I understand you are thinking "if I am going to consolidate my efforts and focus here, this the package that I propose." I want you to know we often think about...

Dan Child, Wastewater Management: I think I agree with you. You will find that it will take about 2-2.5 years to get to the point to where they can really take off and run with it. Can we partition or phase it? Sure, we can figure a way to do that stuff.

Director Boyd: We can only do many things in a day. You will be doing some kind of prioritization anyway.

Dan Child, Wastewater Management: Exactly.

Director Boyd: if we are going to be doing this, and of course we will be discussing this at a subsequent meeting, if we are going the start down this path, we better be ready to sign up for going the full run. We may not find an option where we can shift it to a lower costs approach, and we need to stare at the full cost in the face and make a decision that way.

Director Slater-Carter: I think for our next meeting on the 12<sup>th</sup> under future agendas, let's schedule a short discussion among our Board members about what we would like to see in a SAM general manager so that Ric and I can take that to the discussion being fully informed...folks in the community if you have any ideas, please get in touch with us. One of the things I came up about costs, is yes, it is going to be very expensive for us, and we are doing a rate study, and we will probably have to calculate that in, but we won't be able to calculate is what it will cost if we don't fix SAM and that could be even more expensive. And that is what we are wrestling with now. If we had had a decent process some years ago, we

wouldn't have had a major spill, major fines, major repairs—we could have repaired the pipe as needed instead of being told that things were going to fall apart and having that come true. We would have saved more than the cost of this had we done it many years ago.

## **2. Review and Possible Action Concerning Special Meeting September 12, 2019, and Cancellation of Regular Scheduled Meeting September 19, 2019.**

General Manager Heldmaier: We will be holding a special meeting next week, September 12<sup>th</sup>, with the purpose of handling the regular Montara business, and plan to cancel the next regular scheduled meeting and hold the next regular meeting October 3, 2019. So, we would meet here for the special meeting September 12<sup>th</sup>, and then on October 3<sup>rd</sup>.

Director Harvey: Why are we cancelling the second meeting?

General Manager Heldmaier: Because we would have three Board meetings in a row and with an update on September 12<sup>th</sup>, there would be no new business, and also some Board members will not be able to attend the second regularly scheduled meeting of the month. For these reasons.... of course, we are always looking at a joint decision between Kathryn and myself, and if we need to, we will hold it. This is a tentative schedule.

Director Harvey: Okay.

All Directors were in agreement.

## **REPORTS**

### **1. Sewer Authority Mid-Coastside Meeting (Slater-Carter)**

Director Slater-Carter: We had the Dan presentation, and a presentation from Ameresco, which was interesting presentation in that it is company that will essentially build your facility, generally energy oriented, and then you rent it back from them. It sounded like leasing a solar car, and they claim a net cost of zero with all the savings. We approved the design documents for the Granada Force Main Segment 4, which is the last part, and Half Moon Bay stated that it was going to paid for under the yet to be decided way of paying for the force main, instead of the existing force main—we will talk about that in closed session. We reviewed the SAM budget process and timeline. There is an attachment. It is something that Barbara Dye, and Kishen put together for a timeline for doing the SAM budget. Over the last couple of years, there has been a lot of debate and discussion about whether somebody got information or didn't get information and replied on time, etc. So, we decided to create a time line that has been adopted by the SAM Finance Committee and SAM Board, and is a work in progress right not. But it gives everyone a clear outline of the expectations are.

Director Lohman: The goal is that every group, from the Manager to the Boards, will have sufficient rounds of discussions all the way through, so no one can say, "I didn't know what you are doing." There are managers and Board meetings all the way through the process so everyone knows what is happening all the time.

Director Slater-Carter: we are going to be implementing and firing up Open.gov. so, the public will have access to the documents. Open.gov will be offering training session on Open.gov at the next Finance Committee meeting.

General Manager Heldmaier: Are the Finance Committee meetings agendized?

Director Slater-Carter: Yes, and there are minutes taken.

General Manager Heldmaier: I will ask SAM staff to notify me when they are published. I think it may be interesting for me or another manager to attend those meetings.

Director Slater-Carter: Or, all the managers. Particularly, because we are moving to two meetings a month to get the policies and procedures done. And the SAM Board and the Finance Committee is going to involved in the SAM audit, where in the past it has not been. The meetings for SAM, October 14<sup>th</sup>, November 11<sup>th</sup>, and December 23<sup>rd</sup>, have all be cancelled. So, there is only one meeting a month in October, November, and December, except for the Finance Committee. We reviewed and discussed the cost of changing medical insurance, and we changed the medical insurance. It had already been agreed to in the negotiations.

Director Harvey: Any report on the wet weather project to be built?

Director Slater-Carter: No, they are taking it out to bid again.

Director Lohman; The first time through there were so many constraints from the ERF lawsuit, that peoples' bids doubled because they would have to do it in the rainy season. It was a disaster. So, they are just going to do the whole thing over again, with a slower process, with normal bidding.

## **2. Mid-Coast Community Council Meeting (Slater-Carter) –**

Director Slater-Carter: The Grey Whale cove pedestrian crossing has gotten a "neigh" dec and it is posted. The Half Moon Bay Coastal program update is on the MCC website. Projects going on is the Cypress Point affordable housing, which is 71 units and that is still under discussion. In El Granada, the Harbor View Inn will be doing a 15 room expansion. Coastside Design review has vacancies and needs people to apply.

Director Harvey: What do you mean when you said the Grey Whale cove crossing has been posted?

Director Lohman: Where can you see it online?

Director Slater-Carter: You can see it Mid-Coast Community Council.org.

Director Boyd: you can also “google” Grey Whale Cove Pedestrian Crossing Negative Declaration”

(<http://www.midcoastcommunitycouncil.org/home/2019/8/31/gray-whale-cove-pedestrian-crossing-revised-negative-declara.html>)

**3. CSDA Report (Lohman) and LAFCo – none**

**4. LAFCo Report (Lohman) – none**

**5. Attorney’s Report (Fitzgerald) – none**

Director Slater-Carter: I have a question for our next meeting. In talking to Carl Nelson at CASA meeting, and he said there was recent court decision that said if you are a customer or connected to agency that requires a backflow device and you have a sewer spill into your house, even if you don’t have a backflow device, you are now responsible for your own damages and it is not a problem for the Sewer agency because it had done all that it can, because it requires a backflow device.

District Counsel Fitzgerald: I am familiar with the case, although I have to read it. There was in inverse condemnation claim, and that is when the court said it does not apply, it precluded the property owner from recovering damages under that theory because it is strict liability for the reason that you state. They may have been about to recover on other grounds though.

Director Slater-Carter: We need to pay attention to that, and maybe review our Ordinance.

Lou Wall, Montara Resident: We had a lawsuit here. We thought for sure we were going to win, but our insurance company decided it didn’t want to go through trouble of continuing with the trial—it was already a year in—so they settled.

District Counsel Fitzgerald: I will take a look.

**6. Directors’ Report – none**

**7. General Manager’s Report (Heldmaier) –**

General Manager Heldmaier: Today, I attended the Region 5 Association of California Water Agencies meeting and it was a nice networking event. We got an update from the big agencies that dominate Region 5, which are San Francisco, East Bay MUD, Contra Costa Water, and what is now Valley Water District. The topic was the water supply situation. Having not been there for over a year, it was interesting to note that the agencies now see that California is in a continuous drought with some rain years. The perception previously was "let's prepare for some drought years between our normal rain years." What I found interesting, is that we are in a very specific situation with our Public Works plan having to prepare for droughts in a specific manner, we have to set aside 50% of our capacity for drought contingency purposes. The big agencies take a different approach to this. For example, the Valley Water District's service level goal is to develop water supply designed to meet at least 100% of average demands. So, their goal is to have water for all their customers.

Director Lohman: Just enough water?

General Manager Heldmaier: Just enough water. And during non-drought years, 80% of average water demand, of course water conservation, cutting off golf courses.

Director Boyd: So, in drought years 80%.

General Manager Heldmaier: in drought years, 80%.

Director Slater Carter: we are in a drought 100% of the time, so they only need 80% of what they selling now.

General Manager Heldmaier: I'm sorry, drought years, yes. I found it interesting how the approach is very different, knowing how the situation in California is unsustainable. There is a real desire to find new sources. Recycling has been mentioned, but if you look at the numbers the biggest share that I've seen is 5% of water supplies of the larger districts through recycled water. So, they are really looking at local sources. State water projects are cutting down, and San Francisco's water situation is getting less secure. They are looking at ways to increase their water portfolios and there is an increase looking at local sources and water protection. I thought it was worth sharing, and how much planning we have done on our end compared to the large agencies and it is very encouraging to see what we have been doing here.

## **FUTURE AGENDAS**

Collections Contract Status Update

Action Minutes Review

Brief Discussion on Desired Traits/Skills of New General Manager

Straw Poll

There was a brief discussion amongst the Board members and staff about discussing the Wastewater Management Systems proposal and a straw poll

**BRIEF RECESS**

**REGULAR MEETING ENDED at 9:15 P.M.**

**CONVENE IN CLOSED SESSION**

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

(Government Code §54956.9(d)(2))

Significant Exposure to litigation

Number of cases: 1

**CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Government Code § 54956.9(d)(1))

**Case Names: *City of Half Moon Bay v. Granada Community Services District, et al. (Santa Clara County Super, Crt. No. 17CV316927)***

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

(Government Code §54957(b)(1))

Title: General Manager

**REPORT OF ACTION TAKEN IN CLOSED SESSION**

**ADJOURNMENT**

The District has a curfew of 10:30 pm for all meetings. The meeting may be extending for one hour by vote of the Board.

Respectfully Submitted,

Signed \_\_\_\_\_  
Secretary

Approved on the 12, September 2019

Signed \_\_\_\_\_  
President



## Gregg Dieguez Comments and Questions

on presentation by Dan Childs of WASTEWATER MANAGEMENT SPECIALISTS LLC:

9/5/2019

I'd like to present myself as an expert witness on the matter of the computer system Mr. Child proposed for SAM, but I won't have to, because I had several public works professionals read his presentation on the SAM website and received comments from them (*copies below*), including: John Pugliarese, regional exec at Synagro, of whom Dan was a client; Chibby Alloway of Woodard & Curran, a national clean water infrastructure and environmental consulting firm, and former Regional VP of Veolia – where Dan worked; and Mary Martis and Holly Kennedy, respectively Project Manager and Senior Vice President of HDR, Inc., a major national engineering consultancy. In my career, I have developed, installed and managed computer systems in financial services, pharmaceuticals, and project management, including systems of 3 million lines of code, thousands of users, and a trillion dollars in assets under management and I consulted with clients on programs (*the larger version of projects*) of billions of dollars, I'm pleased to say, our thoughts on his presentation parallel each other.

Dan hit the nail on the head in his SAM report: Trust. However, the computer system Dan is proposing raises more questions than it answers, and I've provided below a detailed list of questions and issues that should be addressed in a decision process which executes due diligence in procurement to the standard of fiduciary responsibility we expect our elected officials to adhere. There's a lot more work needed to define and responsibly decide on that system. I request the Board defer further consideration of that matter, and refer to my materials below for the appropriate decision criteria and process.

**However**, a person with Dan's background as GM of a public works agency could, I suggest, be immediately used to help stabilize two things at SAM: Trust, and Management. The people I checked with support this belief. Dan has proposed a 'succession plan' as one consulting deliverable. Leveraging that concept, I'd suggest instead two deliverables:

A. The professionals below prioritize bringing the new GM on board to agree and help define all the other changes. The first priority should thus be: Help select and Hire the new GM, and, B. Define and implement remedial management steps for the Board and SAM management so that important priorities are addressed, and a foundation has been laid for a subsequent evidence-based management process of SAM. This could include changes in finance, planning, procedures, etc. - but for now, not the computer system. As mentioned by HDR (below) there are industry standard frameworks - including those offered by the Institute of Asset Management (<https://theiam.org/>) or the EPA's Effective Utility Management (<https://www.epa.gov/sustainable-water-infrastructure/effective-utility-management-primer->



water-and-wastewater-utilities). They both have a free self-assessment on maturity which SAM could take.

I'd like to see a more focused, short-term proposal from Dan to address how we glue SAM's management and Board back together: with detailed deliverables, billable hours for each, and task lists for accomplishment thereof. And put the computer system on hold until the new manager is present to help define and select it.

My two immediate questions (*naturally, I have many more*) for Dan are:

1. Under what conditions would you accept the position as GM of SAM? If not, why not?
2. What do you think about the revised, initial priorities I propose for your consulting engagement?

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From: John Pugliaresi

Wed, Sep 4, 7:00 PM (21 hours ago)

gregg

check out chibby's thoughts. he knows Dan well and feels he is capable to getting this done, but he also mentioned that there needs to be a consideration of the Return on Investment. i think his comment that the 1.5 million up front is going to require a larger investment to execute what he recommends. this could turn into a runaway train in a real hurry and if they stop short of the finish line will you say "We spent a whole lot for nothing".

----- Forwarded message -----

From: **Chibby Alloway**

Date: Wednesday, September 4, 2019

Subject: Save us from consultants?

To: John Pugliaresi

John

The wording in the slides make them seem like Dan is reporting comments & statements from others he asked for input on each topic/finding - maybe employees and Board Members? If not done for this reason - seems a stream of consciousness.

With the information in the power point one could develop a Work Scope, Task and Deliverable review, and Schedule for all activities and deliverables - which could then be packaged as a RFP. Your friend could suggest that a consultant be hired to develop such an RFP. This would establish the expectations and desired accomplishments with pricing. One could then compare what you are going to get for the cost to complete.

The cost of 44K/Mth is hard to evaluate without more detail. If you do the base math - I got \$ 265/Hr. for the average hourly rate over the total contract price. This is a mid to expensive hourly rate for consulting firm, so pretty high price for a small one or two person consulting

team. i.e. no overhead so that is a heck of a salary. As GM at Silicon Valley Dan might of been making about this much.

I might suggest they go out and hire a new GM pay him/her\$ 350K-400K/Year with salary and benefits and give them a two year contract. Person earning that much should be able to re-organize the district per the general work scope the power point reviews. Best approach would be to hire a new and really good GM and some help from Dan-like person to assist in a 18-24 mo. turnaround plan.

The other concern I would have if I was a Board Member, hiring a turnaround team can orchestrate changes - managerial and operational, but unless they are integrated and become institutionalized in 12 months the entity will revert back to its old ways. I would really want to understand how the systems and culture are going to be changed - these go well beyond the tactical discussion of the power point. And this cultural change has to include the Board and its members - are they ready to change?!

Last insight if SAM decides to go down this road of having a major intervention then they have to be ready to provide all the money needed to complete the recommendations. Capital dollars, O&M upgrades and other system improvements all take money Don't think that the \$ 1.25 M over the next 28 months is the Total - it is only the beginning. The Board needs to understand the total cost for SAM's turnaround. If they can't afford the total fix don't start. Rework the scope and be willing to accept less.

Hope that helps

Chibby

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From: Martis, Mary  
Wed, Sep 4, 4:10 PM (1 day ago)  
To: me, Holly

Hi Gregg:

Here is our 2 cents based on the limited information we have on SAM and taking the recommendations in the PowerPoint at face value:

Overall, the observations and recommendations in the presentation are typical issues we see in other utilities to one degree or another and seem reasonable to us.

**1) have you similar services? suggest anyone else? I know Veolia has one, but IIRC they want to contract-run the facility, which would be another major change/decision point.**

Yes we have similar services. However, on the financial recommendations it looks like they need a CPA, budget manager and accounting staff which is beyond the services that we can provide. Aside from that, we've done similar programs for many utilities including Seattle Public Utilities, King County, City of Bellevue, City of Hillsboro, City of Raleigh, Winston Salem.

**2) is a PCMP worth all that money for a small agency?**

Seems like a lot of money and time for an organization of less than 20 people. It is literally equivalent to one person working full time on this for the 28 months. We don't have enough details or client knowledge to determine what would be reasonable.

3) any other ideas?

We are not familiar with PCMP and couldn't find anything about it online, so we don't know what steps are involved. However, there are other industry standard frameworks that can also be applied to address these recommendations and underlying issues including those offered by the Institute of Asset Management (<https://theiam.org/>) or the EPA's Effective Utility Management (<https://www.epa.gov/sustainable-water-infrastructure/effective-utility-management-primer-water-and-wastewater-utilities>). They both have a free self-assessment on maturity so that SAM can do their own gap analysis to identify the biggest areas in need of improvement.

Some actions seem urgent based on the presentation, but we would need more detail (e.g. a strategic plan, detailed findings and recommendations report) before moving forward if it was me. Also, it seems like it can be split up to do the most urgent work now (planning, prioritizing, finance) , reassess, and award additional work as-needed.

Finally, if time would allow, it would make sense to select and bring the new SAM Manager onboard before implementing this. Key elements for success discussed in the presentation are leadership, ownership, and building trust. The Manager will be critical for this and ideally you would want that person to be invested from the beginning. It will be harder to bring a new Manager into the program after the process has been started. Not a deal-breaker, just more difficult.

I hope this helps. We have a lead for "Utility Management Systems" here in the area that does this sort of work so if you want to connect with him at some point, I can make that happen.

Regards,  
Mary

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Gregg Dieguez detailed comments and questions on presentation  
by Wastewater Management Specialists LLC:

The SAM procurement process requires an RFP and at least 3 bids for expenditures over \$30,000. Why doesn't the task list here include the development of specifications and an RFP for bid? How much time and money would that take?

The only Public Works entity I can find that uses the term PCMP is Veolia (where Dan worked some years ago). Are there commercially available software packages - under different names - which perform the intended functions without the risk of custom system development? (*entailing only the risks of installation, configuration, and operation*) If such packages exist, what are the vendors, who are their clients, what were their costs and benefits and testimony as to the efficacy of the systems?

If there are not such packages, why is custom development of this scope appropriate for a small sewer authority? Who else has purchased or built such a system for in-house use, and how do their circumstances compare with SAM? For each such public works agency, who did the development, what were their costs (both creation/installation and ongoing operation &

maintenance) and benefits and what is their testimony as to the efficacy and value of the systems?

More...

1. What are the ongoing costs (h/w, s/w, staff, maintenance, etc.) to SAM for a PCMP?
2. What are the projected comparative ongoing costs (SAM Operation, SAM Maintenance, SAM Errors/Fines, new PCMP SW/HW, new PCMP system support) both with and without the PCMP over a timeframe sufficient for payback?
3. What warranties and guarantees apply to both the development and operation of a PCMP (analogous to a performance bond in construction)?
4. 320 hours seems like a lot of work for a succession plan. Describe the deliverable. Are copies of similar documents available from other agencies which can be copied and enhanced? Does this task include finding, hiring, and training the new SAM GM?
5. What is the first priority for SAM? Hiring a new GM? Building a computer system? Cleaning certain infrastructure? Fixing the financial management system?
6. How do you build trust? Should we be hiring a team of therapists instead?
7. Where else have you developed or installed new PCMPs? Who will confirm your role and the systems' cost/benefits?
8. How can the PCMP costs be estimated WITHOUT a spec defining functional scope, hardware and software configuration, volume projections, and service level criteria (e.g. response and uptime, etc.).
9. Since Veolia offers a PCMP as part of their bundled fee for operating public works departments, why isn't considering facilities management vendors one of the options SAM should consider?



# MONTARA WATER AND SANITARY DISTRICT AGENDA

Prepared for the Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens H. Heldmaier, General Manager *CH*

**SUBJECT: Unaudited Financial Statements – Executive  
Summary**

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## **Budget vs. Actual – Sewer July thru June 2020 Variances over \$2,000:**

- 4710 Sewer Service Charges, \$250,355 below Budget – First County apportionment arrives in November or December.
- 4720 Sewer Service Refunds, customer, \$5,397 below Budget – Sewer service adjustments posted to various properties.
- **Overall Total Operating Income for the period ending July 31, 2019 was \$257,828 below budget. Total loss received to date is \$552.**
- 5400 Legal, \$34,375 below Budget – No activity in the current fiscal year, due to the timing of billing.
- 5610 Accounting, \$2,500 below Budget – No activity in the current fiscal year, due to the timing of billing.
- 5630 Consulting, \$2,917 below Budget – No activity in the current fiscal year, due to the timing of billing.
- 5720 Telephone & Internet, \$2,000 below Budget – Bill received and paid in July was accrued back to FYE 6/30/2019.
- 5800 Labor, \$4,215 below Budget – Difference due to timing in benefit expenses paid.
- 6200 Engineering, \$5,167 below Budget – No activity in the current fiscal year, due to the timing of billing.
- 6400 Pumping \$3750 below budget – No activity in the current fiscal year, due to the timing of billing.
- 6910 SAM Collections, \$28,462 below Budget – No activity in July.
- 6920 SAM Operations, \$127,428 below Budget – No activity in July.
- 6940 SAM Maintenance, Collection Sys, \$3,333 below Budget – No activity to date.
- 6950 SAM Maintenance, Pumping, \$4,167 below Budget – No activity in July.
- **Overall Total Operating Expenses for the period ending July 31, 2019 were \$175,537 below Budget.**
- **Total overall Expenses for the period ending July 31, 2019 were \$227,685 below budget. For a net ordinary loss of \$30,143, budget vs. actual. Actual net ordinary loss is \$26,603.**
- 7100 Connection Fees, \$11,483 below Budget – One Connections (new construction) and one remodel connection issued in July.



# **MONTARA WATER AND SANITARY DISTRICT AGENDA**

**Prepared for the Meeting Of: September 12, 2019**

**TO: BOARD OF DIRECTORS**

**FROM: Clemens H. Heldmaier, General Manager**

- 7200 Interest Income, LAIF, \$24,375 above budget – Issue has been identified in the booking of the transaction that will be further investigated.
- 8000 CIP, \$123,840 below Budget – No activity in the current fiscal year, due to the timing of billing.



# MONTARA WATER AND SANITARY DISTRICT AGENDA

Prepared for the Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens H. Heldmaier, General Manager

- **Budget vs. Actual – Water July thru June 2019 Variances over \$2,000:**
- 4810 Water Sales, Domestic, \$19,796 above budget – Fluctuations caused by usage and timing of bill payments.
- **Overall Total Operating Income for the period ending July 31, 2019 was \$17,686 above budget. Total revenue received to date is \$185,436.**
- 5400 Legal, \$19,250 below Budget – No activity in the current fiscal year, due to the timing of billing.
- 5610 Accounting, \$2,500 below Budget – No activity in the current fiscal year, due to the timing of billing.
- 5630 Consulting, \$8,333 below Budget – No activity in the current fiscal year, due to the timing of billing.
- 5720 Telephone & Internet, \$2,250 below Budget – Bill received and paid in July was accrued back to FYE 6/30/2019.
- 5800 Labor, \$14,487 below Budget – The District budgeted to have a 4<sup>th</sup> water operator in the current fiscal year. This has not yet happened.
- 6200 Engineering, \$31,708 below Budget – No activity in the current fiscal year, due to the timing of billing.
- 6330 Facilities, \$4,733 below Budget – Bill received and paid in July was accrued back to FYE 6/30/2019.
- 6400 Pumping, \$8,808 below Budget – Bill received and paid in July was accrued back to FYE 6/30/2019.
- 6500 Supply, \$3,958 below Budget – No water purchases in July.
- 6600 Collection/Transmission, \$6,875 below Budget – No activity in July.
- 6700 Treatment, \$4,546 below Budget – Minimal activity in July.
- **Overall Total Operating Expenses for the period ending July 31, 2019 were \$62,827 below Budget.**
- **Total overall Expenses for the period ending July 31, 2019 were \$117,907 above budget. For a net ordinary income of \$135,593, budgeted vs. actual. Actual net ordinary income is \$119,467.**
- 7100 Connection Fees, \$12,382 below Budget – Four new construction connection fee, and Two PFP connections sold in July.
- 7600 Bond Revenues, GO Bond, \$95,870 below Budget – Difference due to timing.
- 8000 CIP, \$45,792 below Budget – No activity in the current fiscal year, due to the timing of billing
- 9100 Interest Expense – GO Bonds \$19,212 below Budget – Difference due to timing.



# **MONTARA WATER AND SANITARY DISTRICT AGENDA**

**Prepared for the Meeting Of: September 12, 2019**

**TO: BOARD OF DIRECTORS**

**FROM: Clemens H. Heldmaier, General Manager**

**RECOMMENDATION:**

This is for Board information only



## Montara Water & Sanitary District Revenue & Expenditures Budget vs. Actual - Sewer

July 2019

	Jul 19	Sewer Budget	\$ Over Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
4220 · Cell Tower Lease	3,153.26	3,083.33	69.93
4400 · Fees			
4410 · Administrative Fee (New Constr)	0.00	300.00	-300.00
4420 · Administrative Fee (Remodel)	0.00	166.67	-166.67
4430 · Inspection Fee (New Constr)	0.00	291.67	-291.67
4440 · Inspection Fee (Remodel)	0.00	333.33	-333.33
4460 · Remodel Fees	0.00	666.67	-666.67
<b>Total 4400 · Fees</b>	0.00	1,758.34	-1,758.34
4510 · Grants	112.00		
4710 · Sewer Service Charges	496.20	250,851.00	-250,354.80
4720 · Sewer Service Refunds, Customer	-5,729.85	-333.33	-5,396.52
4760 · Waste Collection Revenues	1,416.21	1,916.67	-500.46
<b>Total Income</b>	-552.18	257,276.01	-257,828.19
<b>Gross Profit</b>	-552.18	257,276.01	-257,828.19
<b>Expense</b>			
5000 · Administrative			
5190 · Bank Fees	406.59	625.00	-218.41
5200 · Board of Directors			
5210 · Board Meetings	0.00	250.00	-250.00
5220 · Director Fees	0.00	333.33	-333.33
5230 · Election Expenses	0.00	416.67	-416.67
<b>Total 5200 · Board of Directors</b>	0.00	1,000.00	-1,000.00
5250 · Conference Attendance	0.00	416.67	-416.67
5270 · Information Systems	0.00	333.33	-333.33
5300 · Insurance			
5310 · Fidelity Bond	0.00	41.67	-41.67
5320 · Property & Liability Insurance	0.00	166.67	-166.67
<b>Total 5300 · Insurance</b>	0.00	208.34	-208.34
5350 · LAFCO Assessment	0.00	166.67	-166.67
5400 · Legal			
5430 · General Legal	0.00	34,375.00	-34,375.00
<b>Total 5400 · Legal</b>	0.00	34,375.00	-34,375.00
5510 · Maintenance, Office	0.00	666.67	-666.67
5540 · Office Supplies	0.00	666.67	-666.67
5550 · Postage	0.00	220.83	-220.83
5560 · Printing & Publishing	0.00	416.67	-416.67
5600 · Professional Services			
5610 · Accounting	0.00	2,500.00	-2,500.00
5620 · Audit	0.00	1,083.33	-1,083.33
5630 · Consulting	0.00	2,916.67	-2,916.67
5640 · Data Services	0.00	516.67	-516.67
5650 · Labor & HR Support	213.50	208.33	5.17
5660 · Payroll Services	76.98	83.33	-6.35
<b>Total 5600 · Professional Services</b>	290.48	7,308.33	-7,017.85

**Montara Water & Sanitary District**  
**Revenue & Expenditures Budget vs. Actual - Sewer**  
 July 2019

	Jul 19	Sewer Budget	\$ Over Budget
5710 · San Mateo Co. Tax Roll Charges	0.00	83.33	-83.33
5720 · Telephone & Internet	0.00	2,000.00	-2,000.00
5730 · Mileage Reimbursement	0.00	125.00	-125.00
5740 · Reference Materials	0.00	16.67	-16.67
5800 · Labor			
5810 · CalPERS 457 Deferred Plan	1,400.50	1,416.83	-16.33
5820 · Employee Benefits	0.00	4,025.58	-4,025.58
5830 · Disability Insurance	0.00	116.75	-116.75
5840 · Payroll Taxes	1,445.79	1,548.33	-102.54
5850 · PARS	1,374.15	1,373.92	0.23
5900 · Wages			
5910 · Management	8,746.24	9,311.08	-564.84
5920 · Staff	11,845.60	10,543.83	1,301.77
5930 · Staff Certification	150.00	150.00	0.00
5940 · Staff Overtime	0.00	235.08	-235.08
Total 5900 · Wages	20,741.84	20,239.99	501.85
5960 · Worker's Comp Insurance	0.00	456.08	-456.08
Total 5800 · Labor	24,962.28	29,177.48	-4,215.20
Total 5000 · Administrative	25,659.35	77,806.66	-52,147.31
6000 · Operations			
6170 · Claims, Property Damage	0.00	1,666.67	-1,666.67
6195 · Education & Training	0.00	83.33	-83.33
6200 · Engineering			
6210 · Meeting Attendance, Engineering	0.00	166.67	-166.67
6220 · General Engineering	0.00	5,000.00	-5,000.00
Total 6200 · Engineering	0.00	5,166.67	-5,166.67
6320 · Equipment & Tools, Expensed	0.00	83.33	-83.33
6330 · Facilities			
6335 · Alarm Services	391.80	475.00	-83.20
6337 · Landscaping	0.00	300.00	-300.00
Total 6330 · Facilities	391.80	775.00	-383.20
6400 · Pumping			
6410 · Pumping Fuel & Electricity	0.00	3,750.00	-3,750.00
Total 6400 · Pumping	0.00	3,750.00	-3,750.00
6600 · Collection/Transmission			
6660 · Maintenance, Collection System	0.00	833.33	-833.33
Total 6600 · Collection/Transmission	0.00	833.33	-833.33
6800 · Vehicles			
6810 · Fuel	0.00	83.33	-83.33
6820 · Truck Equipment, Expensed	0.00	13.33	-13.33
6830 · Truck Repairs	0.00	83.33	-83.33
Total 6800 · Vehicles	0.00	179.99	-179.99

**Montara Water & Sanitary District**  
**Revenue & Expenditures Budget vs. Actual - Sewer**  
 July 2019

	Jul 19	Sewer Budget	\$ Over Budget
<b>6900 · Sewer Authority Midcoastside</b>			
6910 · SAM Collections	0.00	28,462.42	-28,462.42
6920 · SAM Operations	0.00	127,428.25	-127,428.25
6940 · SAM Maintenance, Collection Sys	0.00	3,333.33	-3,333.33
6950 · SAM Maintenance, Pumping	0.00	4,166.67	-4,166.67
<b>Total 6900 · Sewer Authority Midcoastside</b>	<b>0.00</b>	<b>163,390.67</b>	<b>-163,390.67</b>
<b>Total 6000 · Operations</b>	<b>391.80</b>	<b>175,928.99</b>	<b>-175,537.19</b>
<b>Total Expense</b>	<b>26,051.15</b>	<b>253,735.65</b>	<b>-227,684.50</b>
<b>Net Ordinary Income</b>	<b>-26,603.33</b>	<b>3,540.36</b>	<b>-30,143.69</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
<b>7000 · Capital Account Revenues</b>			
7100 · Connection Fees			
7110 · Connection Fees (New Constr)	964.00	12,500.00	-11,536.00
7120 · Connection Fees (Remodel)	4,220.00	4,166.67	53.33
<b>Total 7100 · Connection Fees</b>	<b>5,184.00</b>	<b>16,666.67</b>	<b>-11,482.67</b>
7200 · Interest Income - LAIF	28,542.13	4,166.67	24,375.46
<b>Total 7000 · Capital Account Revenues</b>	<b>33,726.13</b>	<b>20,833.34</b>	<b>12,892.79</b>
<b>Total Other Income</b>	<b>33,726.13</b>	<b>20,833.34</b>	<b>12,892.79</b>
<b>Other Expense</b>			
<b>8000 · Capital Improvement Program</b>			
8075 · Sewer	0.00	123,840.42	-123,840.42
<b>Total 8000 · Capital Improvement Program</b>	<b>0.00</b>	<b>123,840.42</b>	<b>-123,840.42</b>
<b>9000 · Capital Account Expenses</b>			
9125 · PNC Equipment Lease Interest	1,332.23	1,268.42	63.81
9200 · I-Bank Loan	0.00	1,881.83	-1,881.83
<b>Total 9000 · Capital Account Expenses</b>	<b>1,332.23</b>	<b>3,150.25</b>	<b>-1,818.02</b>
<b>Total Other Expense</b>	<b>1,332.23</b>	<b>126,990.67</b>	<b>-125,658.44</b>
<b>Net Other Income</b>	<b>32,393.90</b>	<b>-106,157.33</b>	<b>138,551.23</b>
<b>Net Income</b>	<b>5,790.57</b>	<b>-102,616.97</b>	<b>108,407.54</b>

## Montara Water & Sanitary District Revenue & Expenditures Budget vs. Actual - Water

July 2019

	Jul 19	Water Budget	\$ Over Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
4220 · Cell Tower Lease	3,153.26	3,083.33	69.93
4400 · Fees			
4410 · Administrative Fee (New Constr)	0.00	416.67	-416.67
4430 · Inspection Fee (New Constr)	0.00	333.33	-333.33
4450 · Mainline Extension Fees	0.00	250.00	-250.00
4460 · Remodel Fees	380.00	166.67	213.33
4470 · Other Fees	692.40		
<b>Total 4400 · Fees</b>	1,072.40	1,166.67	-94.27
4510 · Grants	112.00		
4740 · Testing, Backflow	114.00	1,500.00	-1,386.00
4810 · Water Sales, Domestic	182,045.53	162,250.00	19,795.53
4850 · Water Sales Refunds, Customer	-1,061.41	-250.00	-811.41
<b>Total Income</b>	185,435.78	167,750.00	17,685.78
<b>Gross Profit</b>	185,435.78	167,750.00	17,685.78
<b>Expense</b>			
5000 · Administrative			
5190 · Bank Fees	0.00	312.50	-312.50
5200 · Board of Directors			
5210 · Board Meetings	0.00	333.33	-333.33
5220 · Director Fees	0.00	275.00	-275.00
<b>Total 5200 · Board of Directors</b>	0.00	608.33	-608.33
5240 · CDPH Fees	0.00	1,312.50	-1,312.50
5250 · Conference Attendance	0.00	500.00	-500.00
5270 · Information Systems	0.00	250.00	-250.00
5300 · Insurance			
5310 · Fidelity Bond	0.00	41.67	-41.67
5320 · Property & Liability Insurance	0.00	208.33	-208.33
<b>Total 5300 · Insurance</b>	0.00	250.00	-250.00
5350 · LAFCO Assessment	0.00	229.17	-229.17
5400 · Legal			
5430 · General Legal	0.00	19,250.00	-19,250.00
<b>Total 5400 · Legal</b>	0.00	19,250.00	-19,250.00
5510 · Maintenance, Office	0.00	666.67	-666.67
5530 · Memberships	0.00	2,000.00	-2,000.00
5540 · Office Supplies	0.00	666.67	-666.67
5550 · Postage	0.00	750.00	-750.00
5560 · Printing & Publishing	854.62	250.00	604.62
5600 · Professional Services			
5610 · Accounting	0.00	2,500.00	-2,500.00
5620 · Audit	0.00	1,083.33	-1,083.33
5630 · Consulting	0.00	8,333.33	-8,333.33
5650 · Labor & HR Support	213.50	208.33	5.17
5660 · Payroll Services	76.98	83.33	-6.35
<b>Total 5600 · Professional Services</b>	290.48	12,208.32	-11,917.84

## Montara Water & Sanitary District Revenue & Expenditures Budget vs. Actual - Water

July 2019

	Water		
	Jul 19	Budget	\$ Over Budget
5720 · Telephone & Internet	0.00	2,250.00	-2,250.00
5730 · Mileage Reimbursement	0.00	166.67	-166.67
5740 · Reference Materials	0.00	66.67	-66.67
5800 · Labor			
5810 · CalPERS 457 Deferred Plan	3,200.51	3,602.92	-402.41
5820 · Employee Benefits	0.00	7,342.50	-7,342.50
5830 · Disability Insurance	0.00	288.92	-288.92
5840 · Payroll Taxes	3,656.75	4,088.50	-431.75
5850 · PARS	2,796.87	3,136.33	-339.46
5900 · Wages			
5910 · Management	8,746.24	9,311.08	-564.84
5920 · Staff	34,653.88	37,236.67	-2,582.79
5930 · Staff Certification	911.25	950.00	-38.75
5940 · Staff Overtime	3,350.67	4,008.75	-658.08
5950 · Staff Standby	2,042.74	1,937.42	105.32
Total 5900 · Wages	49,704.78	53,443.92	-3,739.14
5960 · Worker's Comp Insurance	0.00	1,943.67	-1,943.67
Total 5800 · Labor	59,358.91	73,846.76	-14,487.85
Total 5000 · Administrative	60,504.01	115,584.26	-55,080.25
6000 · Operations			
6160 · Backflow Prevention	0.00	83.33	-83.33
6170 · Claims, Property Damage	0.00	833.33	-833.33
6180 · Communications			
6185 · SCADA Maintenance	0.00	1,083.33	-1,083.33
Total 6180 · Communications	0.00	1,083.33	-1,083.33
6195 · Education & Training	0.00	750.00	-750.00
6200 · Engineering			
6210 · Meeting Attendance, Engineering	0.00	41.67	-41.67
6220 · General Engineering	0.00	2,500.00	-2,500.00
6230 · Water Quality Engineering	0.00	29,166.67	-29,166.67
Total 6200 · Engineering	0.00	31,708.34	-31,708.34
6320 · Equipment & Tools, Expensed	0.00	666.67	-666.67
6330 · Facilities			
6335 · Alarm Services	0.00	66.67	-66.67
6337 · Landscaping	0.00	4,666.67	-4,666.67
Total 6330 · Facilities	0.00	4,733.34	-4,733.34
6370 · Lab Supplies & Equipment	0.00	208.33	-208.33
6400 · Pumping			
6410 · Pumping Fuel & Electricity	0.00	7,500.00	-7,500.00
6420 · Pumping Maintenance, Generators	0.00	833.33	-833.33
6430 · Pumping Maintenance, General	0.00	416.67	-416.67
6440 · Pumping Equipment, Expensed	0.00	58.33	-58.33
Total 6400 · Pumping	0.00	8,808.33	-8,808.33

## Montara Water & Sanitary District Revenue & Expenditures Budget vs. Actual - Water

July 2019

	Jul 19	Water Budget		\$ Over Budget
<b>6500 · Supply</b>				
6510 · Maintenance, Raw Water Mains	0.00	208.33		-208.33
6520 · Maintenance, Wells	0.00	416.67		-416.67
6530 · Water Purchases	0.00	3,333.33		-3,333.33
<b>Total 6500 · Supply</b>	0.00	3,958.33		-3,958.33
<b>6600 · Collection/Transmission</b>				
6610 · Hydrants	0.00	83.33		-83.33
6620 · Maintenance, Water Mains	0.00	4,166.67		-4,166.67
6630 · Maintenance, Water Svc Lines	0.00	1,666.67		-1,666.67
6640 · Maintenance, Tanks	0.00	83.33		-83.33
6650 · Maint., Distribution General	0.00	666.67		-666.67
6670 · Meters	0.00	208.33		-208.33
<b>Total 6600 · Collection/Transmission</b>	0.00	6,875.00		-6,875.00
<b>6700 · Treatment</b>				
6710 · Chemicals & Filtering	2,537.58	1,666.67		870.91
6720 · Maintenance, Treatment Equip.	0.00	1,666.67		-1,666.67
6730 · Treatment Analysis	0.00	3,750.00		-3,750.00
<b>Total 6700 · Treatment</b>	2,537.58	7,083.34		-4,545.76
6770 · Uniforms	0.00	166.67		-166.67
<b>6800 · Vehicles</b>				
6810 · Fuel	0.00	833.33		-833.33
6820 · Truck Equipment, Expensed	2,926.85	83.33		2,843.52
6830 · Truck Repairs	0.00	416.67		-416.67
<b>Total 6800 · Vehicles</b>	2,926.85	1,333.33		1,593.52
<b>Total 6000 · Operations</b>	5,464.43	68,291.67		-62,827.24
<b>Total Expense</b>	65,968.44	183,875.93		-117,907.49
<b>Net Ordinary Income</b>	119,467.34	-16,125.93		135,593.27
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>7000 · Capital Account Revenues</b>				
7100 · Connection Fees				
7110 · Connection Fees (New Constr)	4,072.72	12,500.00		-8,427.28
7130 · Conn. Fees, PFP (New Constr)	6,879.11	10,833.33		-3,954.22
<b>Total 7100 · Connection Fees</b>	10,951.83	23,333.33		-12,381.50
7600 · Bond Revenues, G.O.	0.00	95,869.67		-95,869.67
<b>Total 7000 · Capital Account Revenues</b>	10,951.83	119,203.00		-108,251.17
<b>Total Other Income</b>	10,951.83	119,203.00		-108,251.17
<b>Other Expense</b>				
8000 · Capital Improvement Program				
8100 · Water	0.00	45,791.67		-45,791.67
<b>Total 8000 · Capital Improvement Program</b>	0.00	45,791.67		-45,791.67

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08/27/19

Accrual Basis

## Montara Water & Sanitary District Revenue & Expenditures Budget vs. Actual - Water

July 2019

	Jul 19	Water Budget	\$ Over Budget
<b>9000 · Capital Account Expenses</b>			
<b>9100 · Interest Expense - GO Bonds</b>	0.00	19,211.58	-19,211.58
<b>9125 · PNC Equipment Lease Interest</b>	1,332.23	1,268.42	63.81
<b>9150 · SRF Loan</b>	0.00	6,072.75	-6,072.75
<b>9210 · Conservation Program/Rebates</b>	0.00	250.00	-250.00
<b>Total 9000 · Capital Account Expenses</b>	1,332.23	26,802.75	-25,470.52
<b>Total Other Expense</b>	1,332.23	72,594.42	-71,262.19
<b>Net Other Income</b>	9,619.60	46,608.58	-36,988.98
<b>Net Income</b>	<b>129,086.94</b>	<b>30,482.65</b>	<b>98,604.29</b>

**Montara Water & Sanitary District**  
**Balance Sheet**  
 As of July 31, 2019

	Jul 31, 19
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>Sewer - Bank Accounts</b>	
Wells Fargo Operating - Sewer	1,187,446.23
<b>LAIF Investment Fund</b>	
Capital Reserve	3,893,688.18
Connection Fees Reserve	194,600.00
Operating Reserve	406,882.00
<b>Total LAIF Investment Fund</b>	4,495,170.18
<b>Total Sewer - Bank Accounts</b>	5,682,616.41
<b>Water - Bank Accounts</b>	
Wells Fargo Operating - Water	1,053,121.02
Capital Reserve	398,249.00
Operating Reserve	46,009.00
SRF Reserve	48,222.00
<b>Restricted Cash</b>	
Connection Fees Reserve	253,020.00
GO Bonds Fund	1,406,233.55
<b>Total Restricted Cash</b>	1,659,253.55
<b>Total Water - Bank Accounts</b>	3,204,854.57
<b>Total Checking/Savings</b>	8,887,470.98
<b>Accounts Receivable</b>	
<b>Sewer - Accounts Receivable</b>	
Accounts Receivable	-1,738.64
Sewer - Accounts Receivable - Other	8,403.21
<b>Total Sewer - Accounts Receivable</b>	6,664.57
<b>Water - Accounts Receivable</b>	
Accounts Receivable	-2,772.63
Accounts Rec. - Backflow	13,657.11
Accounts Rec. - Water Residents	190,822.75
Unbilled Water Receivables	258,319.70
<b>Total Water - Accounts Receivable</b>	460,026.93
<b>Total Accounts Receivable</b>	466,691.50
<b>Other Current Assets</b>	
Due from Kathryn Slater-Carter	614.62
Maint/Parts Inventory	42,656.32
<b>Total Other Current Assets</b>	43,270.94
<b>Total Current Assets</b>	9,397,433.42
<b>Fixed Assets</b>	
<b>Sewer - Fixed Assets</b>	
General Plant	6,023,243.87
Land	5,000.00
<b>Other Capital Improv.</b>	
Sewer-Original Cost	685,599.18
Other Cap. Improv.	2,564,810.39
<b>Total Other Capital Improv.</b>	3,250,409.57
<b>Seal Cove Collection System</b>	995,505.00
<b>Sewage Collection Facility</b>	
Collection Facility - Org. Cost	1,349,064.00
Collection Facility - Other	3,991,243.33
<b>Total Sewage Collection Facility</b>	5,340,307.33



**Montara Water & Sanitary District**  
**Balance Sheet**  
 As of July 31, 2019

	Jul 31, 19
Treatment Facility	244,539.84
Accumulated Depreciation	-8,871,583.00
<b>Total Sewer - Fixed Assets</b>	<b>6,987,422.61</b>
<b>Water - Fixed Assets</b>	
General Plant	27,314,280.48
Land & Easements	734,500.00
Surface Water Rights	300,000.00
Water Meters	1,058,985.00
Fixed Assets - Other	48,171.78
Accumulated Depreciation	-11,800,511.00
<b>Total Water - Fixed Assets</b>	<b>17,655,426.26</b>
<b>Total Fixed Assets</b>	<b>24,642,848.87</b>
<b>Other Assets</b>	
<b>Sewer - Other Assets</b>	
Def'd Amts Related to Pensions	101,367.00
Joint Power Authority	
SAM - Orig Collection Facility	981,592.00
SAM - Expansion	1,705,955.08
<b>Total Joint Power Authority</b>	<b>2,687,547.08</b>
<b>Total Sewer - Other Assets</b>	<b>2,788,914.08</b>
<b>Water - Other Assets</b>	
Def'd Amts Related to Pensions	190,536.00
Due from Sewer	290,312.00
Bond Acquisition Cost OID	42,978.40
Bond Issue Cost	46,268.60
<b>Total Water - Other Assets</b>	<b>570,095.00</b>
<b>Total Other Assets</b>	<b>3,359,009.08</b>
<b>TOTAL ASSETS</b>	<b>37,399,291.37</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable - Sewer	-43,009.66
Accounts Payable - Water	166,969.06
<b>Total Accounts Payable</b>	<b>123,959.40</b>
<b>Other Current Liabilities</b>	
Water - Net Pension Liability	-52,155.00
Sewer - Net Pension Liability	-27,826.00
<b>Sewer - Current Liabilities</b>	
Accrued Vacations	5,943.33
Deposits Payable	23,536.13
I-Bank Loan - Current	29,929.31
Interest Payable	10,265.32
PNC Equip. Loan - S/T	52,770.78
<b>Total Sewer - Current Liabilities</b>	<b>122,444.87</b>
<b>Water - Current Liabilities</b>	
Accrued Vacations	15,964.24
Deposits Payable	8,427.63
GO Bonds - S/T	919,897.41
Interest Payable	98,256.59
PFP Water Deposits	4,302.50
PNC Equip. Loan - S/T	52,770.77
SRF Loan Payable X102 - Current	42,901.29
SRF Loan Payable X109 - Current	168,622.04
Temporary Construction Meter	11,122.92
<b>Total Water - Current Liabilities</b>	<b>1,322,265.39</b>

**Montara Water & Sanitary District**  
**Balance Sheet**  
 As of July 31, 2019

	Jul 31, 19
Payroll Liabilities	
Employee Benefits Payable	11,051.14
<b>Total Payroll Liabilities</b>	<b>11,051.14</b>
<b>Total Other Current Liabilities</b>	<b>1,375,780.40</b>
<b>Total Current Liabilities</b>	<b>1,499,739.80</b>
<b>Long Term Liabilities</b>	
<b>Sewer - Long Term Liabilities</b>	
Due to Water Fund	290,312.00
Accrued Vacations	10,294.06
I-Bank Loan	725,417.82
PNC Equip. Loan - L/T	484,682.77
<b>Total Sewer - Long Term Liabilities</b>	<b>1,510,706.65</b>
<b>Water - Long Term Liabilities</b>	
Accrued Vacations	11,967.24
Deferred on Refunding	-169,190.00
GO Bonds - L/T	8,785,232.11
PNC Equip. Loan - L/T	484,682.83
SRF Loan Payable - X102	-0.66
SRF Loan Payable - X109	3,047,628.79
<b>Total Water - Long Term Liabilities</b>	<b>12,160,320.31</b>
<b>Deferred Inflows (Pensions)</b>	
Sewer	21,452.00
Water	40,208.00
<b>Total Deferred Inflows (Pensions)</b>	<b>61,660.00</b>
<b>Total Long Term Liabilities</b>	<b>13,732,686.96</b>
<b>Total Liabilities</b>	<b>15,232,426.76</b>
<b>Equity</b>	
<b>Sewer - Equity Accounts</b>	
Capital Assets Net	3,408,252.20
Fund Balance - Unrestricted	8,646,292.87
Retained Earnings	273,503.51
<b>Total Sewer - Equity Accounts</b>	<b>12,328,048.58</b>
<b>Water - Equity Accounts</b>	
Capital Assets Net	2,868,858.70
Restricted Debt Service	1,384,997.90
Unrestricted	-1,562,801.59
Retained Earnings	-273,503.51
<b>Total Water - Equity Accounts</b>	<b>2,417,551.50</b>
<b>Equity Adjustment Account</b>	<b>7,286,387.02</b>
<b>Net Income</b>	<b>134,877.51</b>
<b>Total Equity</b>	<b>22,166,864.61</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>37,399,291.37</b>



# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

**SUBJECT: SAM Flow Report for July 2019**

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The Sewer Authority Mid-Coastside (SAM) has prepared the following attached reports for the SAM Board of Directors and the California Regional Water Quality Control Board:

- Flow Report for July 2019.
- Collection System Monthly Overflow Report – July 2019.

The Average Daily Flow for Montara was 0.246 MGD in July 2019. There was no reportable overflow in July in the Montara System. SAM indicates there were 0.11 inches of rain in July 2019.

## RECOMMENDATION:

Review and file.

Attachments

# Sewer Authority Mid-Coastside

Monthly Collection System Activity/SSO Distribution Report, July 2019

July 2019

	Number of S.S.O.'s				
	Total	HMB	GCSD	MWSD	SAM
Roots	0	0	0	0	0
Grease	0	0	0	0	0
Mechanical	0	0	0	0	0
Wet Weather	0	0	0	0	0
Other	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### 12 Month Moving Total

	12 month rolling Number				
	Total	HMB	GCSD	MWSD	SAM
Roots	0	0	0	0	0
Grease	0	0	0	0	0
Mechanical	1	0	0	0	1
Wet Weather	0	0	0	0	0
Other	0	0	0	0	0
<b>Total</b>	<b>1</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>100%</b>

### Reportable SSOs

	Reportable Number of S.S.O.'s				
	Total	HMB	GCSD	MWSD	SAM
July 2019	0	0	0	0	0
12 Month Moving Total	1	0	0	0	1

### SSOs / Year / 100 Miles

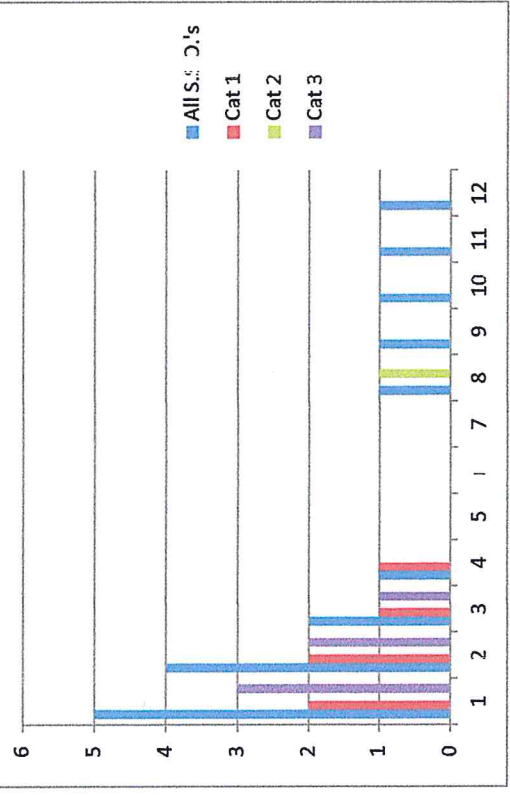
	Number of S.S.O.'s / Year / 100 Miles				
	Total	HMB	GCSD	MWSD	SAM
July 2019	0.0	0.0	0.0	0.0	0.0
12 Month Moving Total	1.0	0.0	0.0	0.0	13.7
Category 1	0.0	0.0	0.0	0.0	0.0
Category 2	1.0	0.0	0.0	0.0	13.7
Category 3	0.0	0.0	0.0	0.0	0.0
<b>Miles of Sewers</b>	<b>104.5</b>	<b>37.0</b>	<b>33.2</b>	<b>27.0</b>	<b>7.3</b>
		<b>35.4%</b>	<b>31.8%</b>	<b>25.8%</b>	<b>7.0%</b>

### 12 Month Rolling Total Sewer Clearing Summary

Month	HMB	GCSD	MWSD	Total Feet	Total Miles
Aug - 1	22,610	2,232	16,155	60,997	1.6
Sep - 1	15,448	1,407	11,416	43,271	1.2
Oct - 1	21,189	1,969	14,786	46,944	1.9
Nov - 1	19,571	2,546	10,338	57,455	1.9
Dec - 1	27,756	1,357	9,422	54,535	1.3
Jan - 1	17,682	1,504	11,240	40,426	1.7
Feb - 1	10,374	1,126	11,371	30,871	1.8
Mar - 1	11,777	1,890	10,020	32,687	1.2
Apr - 1	12,934	1,801	11,247	34,982	1.6
May - 1	11,193	1,786	10,094	34,073	1.5
June - 1	14,529	1,431	10,419	43,379	1.2
July - 1	8,754	1,560	9,511	36,825	1.0
<b>Annual</b>	<b>193,817</b>	<b>18,609</b>	<b>136,019</b>	<b>516,445</b>	<b>9.8</b>

Annual HMB	36.7	5.3	25.8
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1. Month Moving SSO Totals Through July 2019



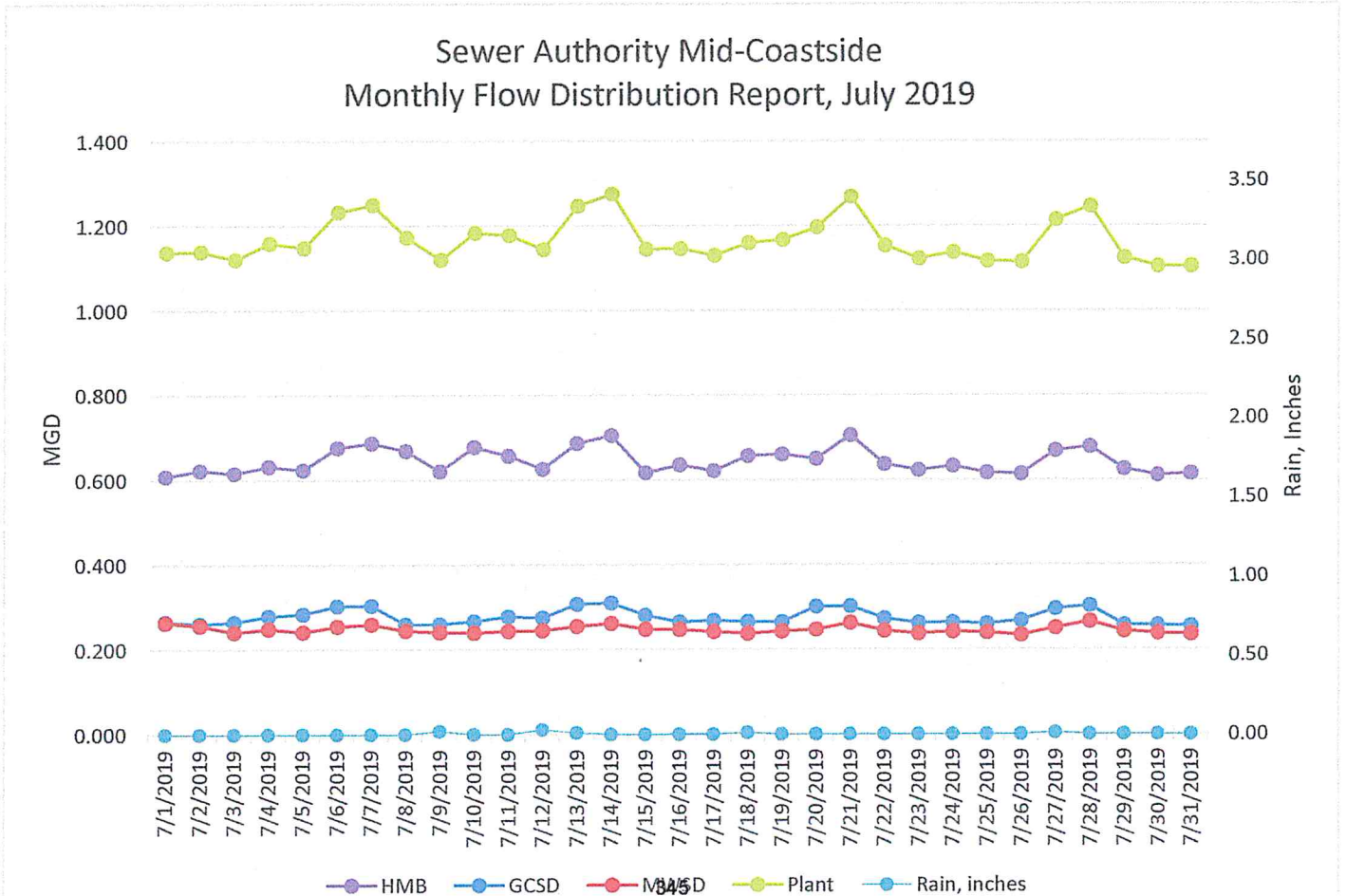
### Flow Distribution Report Summary for July 2019

The daily flow report figures for the month of July 2019 have been converted to an Average

Daily Flow (ADF) for each Member Agency.  
The results are attached for your review.

The summary of the ADF information is as follows:

	<u>MGD</u>	<u>%</u>
The City of Half Moon Bay	0.644	55.2%
Granada Community Services District	0.276	23.6%
Montara Water and Sanitary District	<u>0.246</u>	<u>21.1%</u>
Total	1.166	100.0%



# Sewer Authority Mid-Coastside

## Monthly Flow Distribution Report for July 2019

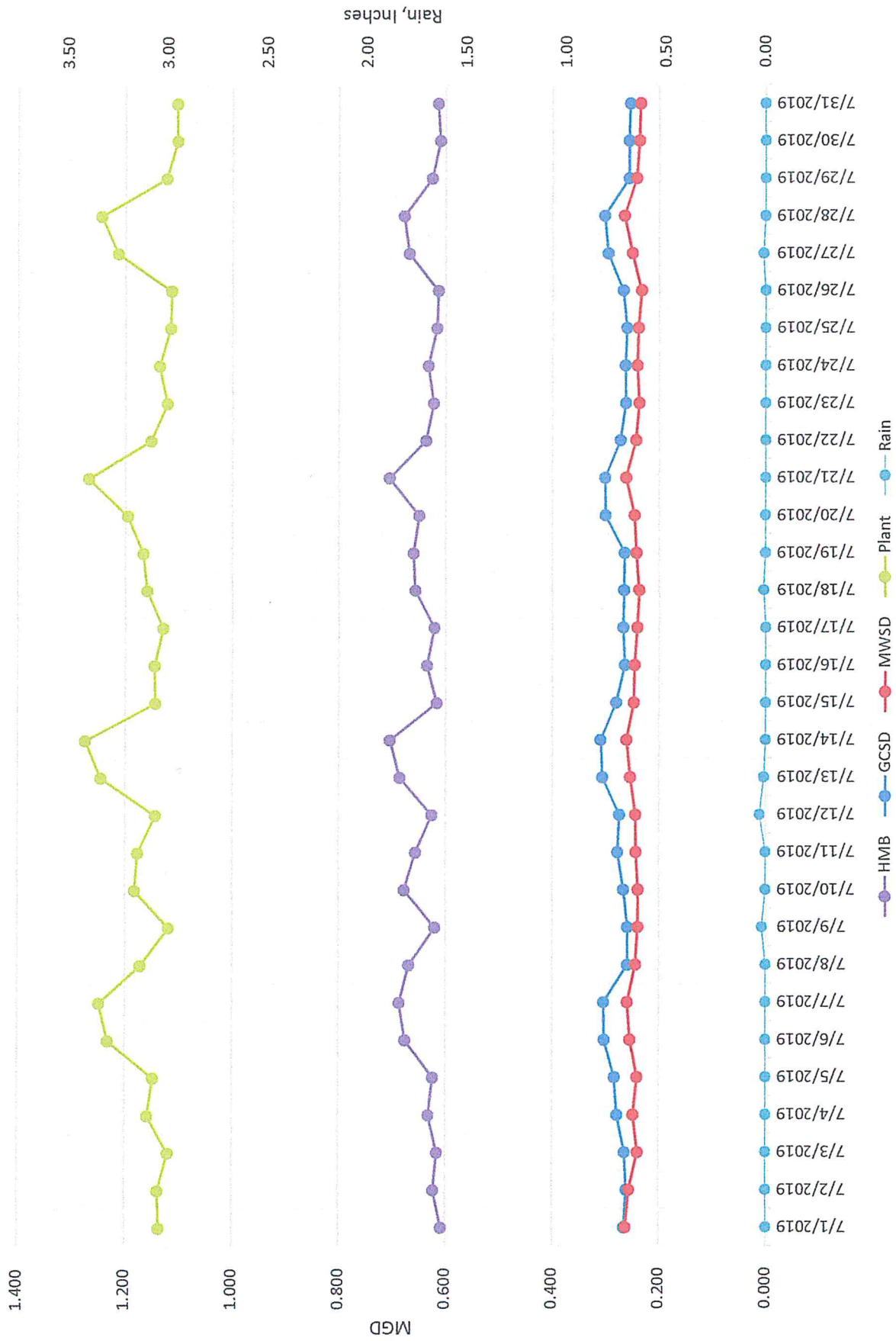
<u>Date</u>	<u>HMB</u>	<u>GCSD</u>	<u>MWSD</u>	<u>Plant</u>	<u>Rain Plant</u>	<u>Rain Portola</u>	<u>Rain Montara</u>
7/1/2019	0.608	0.265	0.263	1.136	0.00	0.00	0.00
7/2/2019	0.622	0.260	0.256	1.139	0.00	0.00	0.00
7/3/2019	0.616	0.264	0.240	1.120	0.00	0.00	0.00
7/4/2019	0.632	0.278	0.248	1.158	0.00	0.00	0.00
7/5/2019	0.623	0.283	0.241	1.148	0.00	0.00	0.00
7/6/2019	0.676	0.302	0.254	1.232	0.00	0.00	0.00
7/7/2019	0.686	0.303	0.259	1.249	0.00	0.00	0.00
7/8/2019	0.668	0.259	0.244	1.172	0.00	0.00	0.00
7/9/2019	0.620	0.259	0.240	1.119	0.02	0.02	0.03
7/10/2019	0.677	0.266	0.239	1.182	0.00	0.00	0.00
7/11/2019	0.656	0.277	0.243	1.177	0.00	0.01	0.01
7/12/2019	0.625	0.274	0.244	1.144	0.03	0.02	0.03
7/13/2019	0.686	0.306	0.254	1.246	0.01	0.01	0.02
7/14/2019	0.704	0.309	0.261	1.275	0.00	0.00	0.00
7/15/2019	0.617	0.280	0.247	1.144	0.00	0.00	0.00
7/16/2019	0.635	0.264	0.246	1.145	0.00	0.01	0.02
7/17/2019	0.621	0.267	0.241	1.129	0.00	0.00	0.00
7/18/2019	0.657	0.265	0.237	1.159	0.01	0.00	0.00
7/19/2019	0.660	0.264	0.242	1.166	0.00	0.00	0.00
7/20/2019	0.649	0.300	0.246	1.196	0.00	0.00	0.00
7/21/2019	0.705	0.301	0.262	1.268	0.00	0.00	0.00
7/22/2019	0.637	0.272	0.243	1.152	0.00	0.00	0.00
7/23/2019	0.622	0.262	0.237	1.122	0.00	0.00	0.00
7/24/2019	0.632	0.263	0.241	1.137	0.00	0.00	0.00
7/25/2019	0.617	0.260	0.239	1.116	0.00	0.00	0.00
7/26/2019	0.614	0.267	0.233	1.114	0.00	0.00	0.00
7/27/2019	0.668	0.295	0.250	1.214	0.01	0.00	0.00
7/28/2019	0.678	0.302	0.265	1.245	0.00	0.00	0.00
7/29/2019	0.625	0.256	0.242	1.123	0.00	0.00	0.00
7/30/2019	0.610	0.256	0.237	1.103	0.00	0.00	0.00
7/31/2019	0.614	0.254	0.235	1.103	0.00	0.00	0.00
<b>Totals</b>	<b>19.961</b>	<b>8.541</b>	<b>7.629</b>	<b>36.131</b>	<b>0.08</b>	<b>0.07</b>	<b>0.11</b>

### Summary

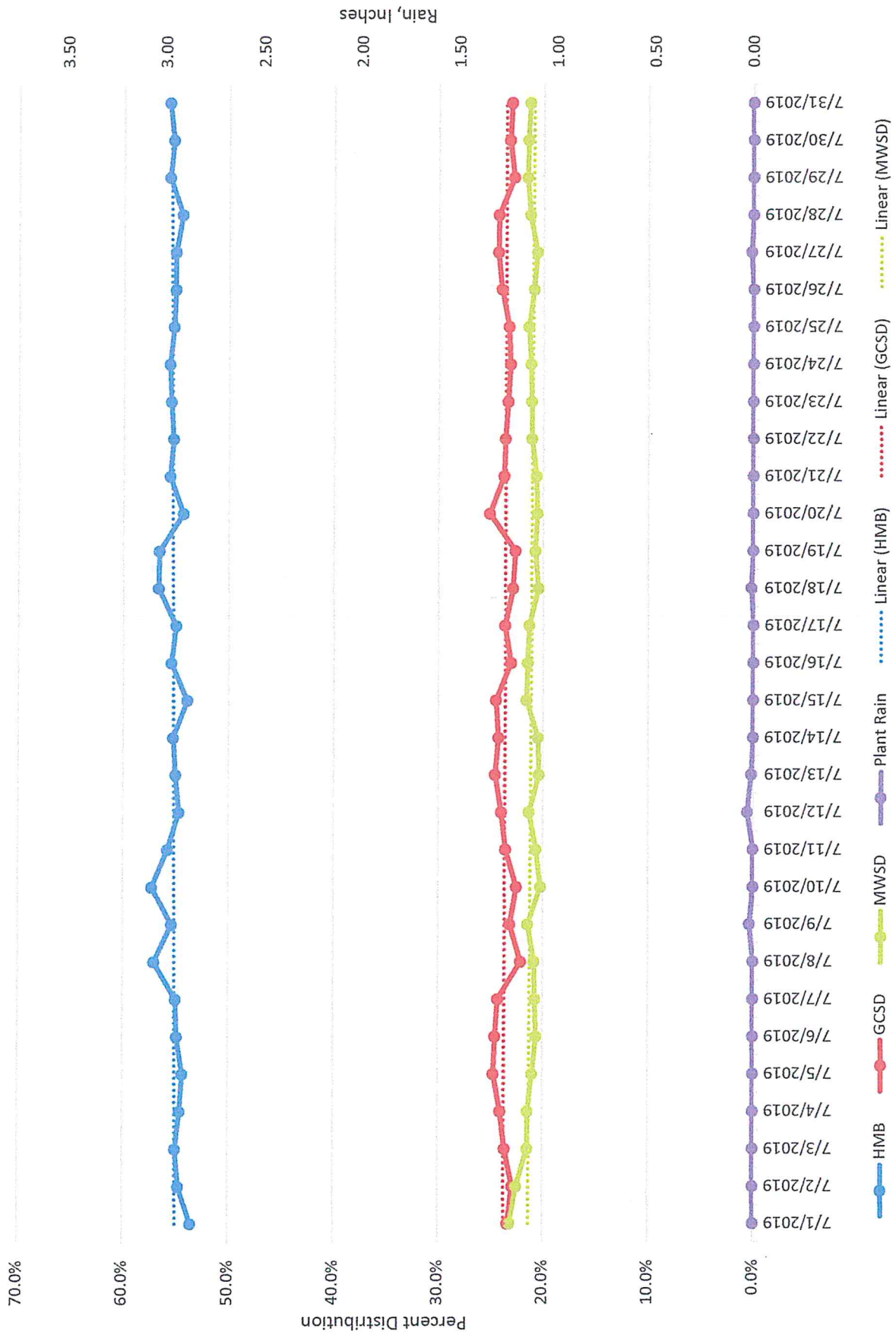
	<u>HMB</u>	<u>GCSD</u>	<u>MWSD</u>	<u>Plant</u>
Minimum	0.608	0.254	0.233	1.103
Average	0.644	0.276	0.246	1.166
Maximum	0.705	0.309	0.265	1.275
Distribution	55.2%	23.6%	21.1%	100.0%



# Sewer Authority Mid-Coastside Monthly Flow Distribution Report, July 2019



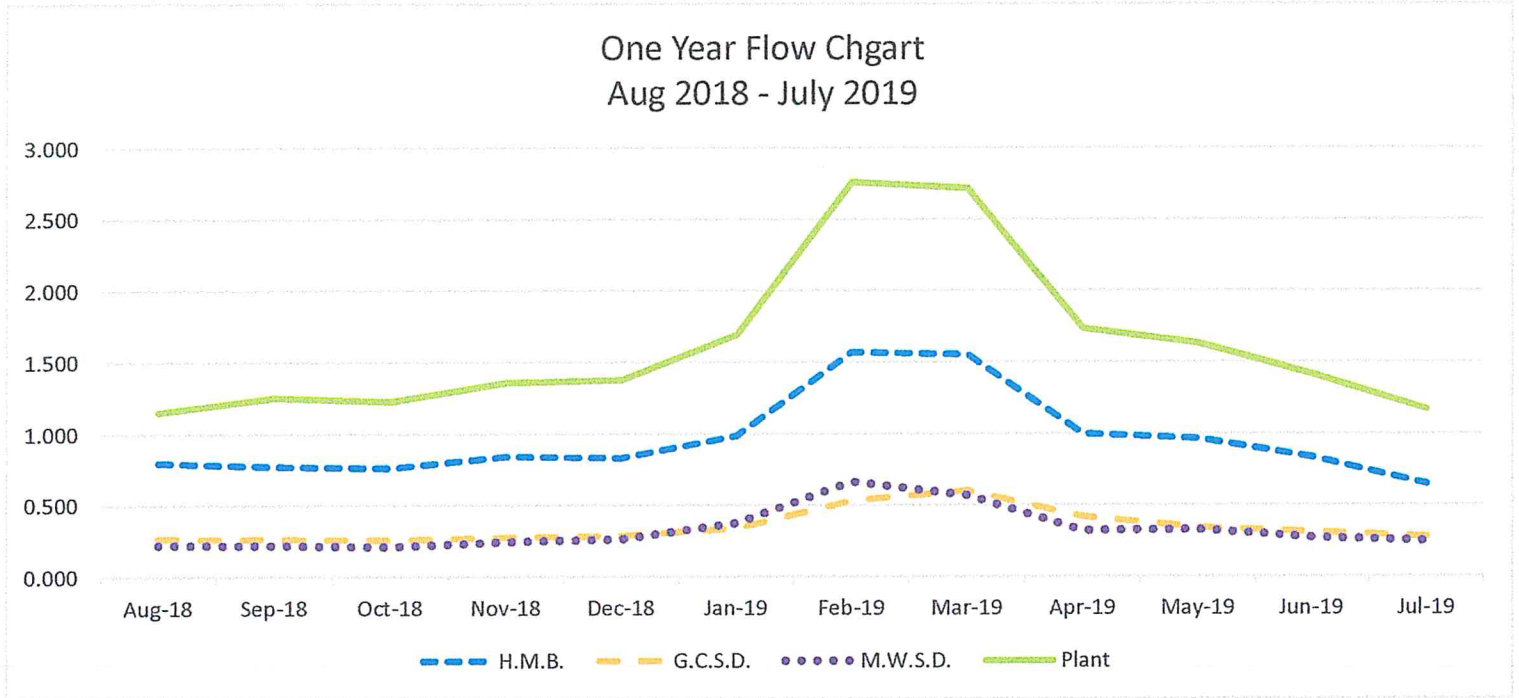
# Percent Distribution July 2019



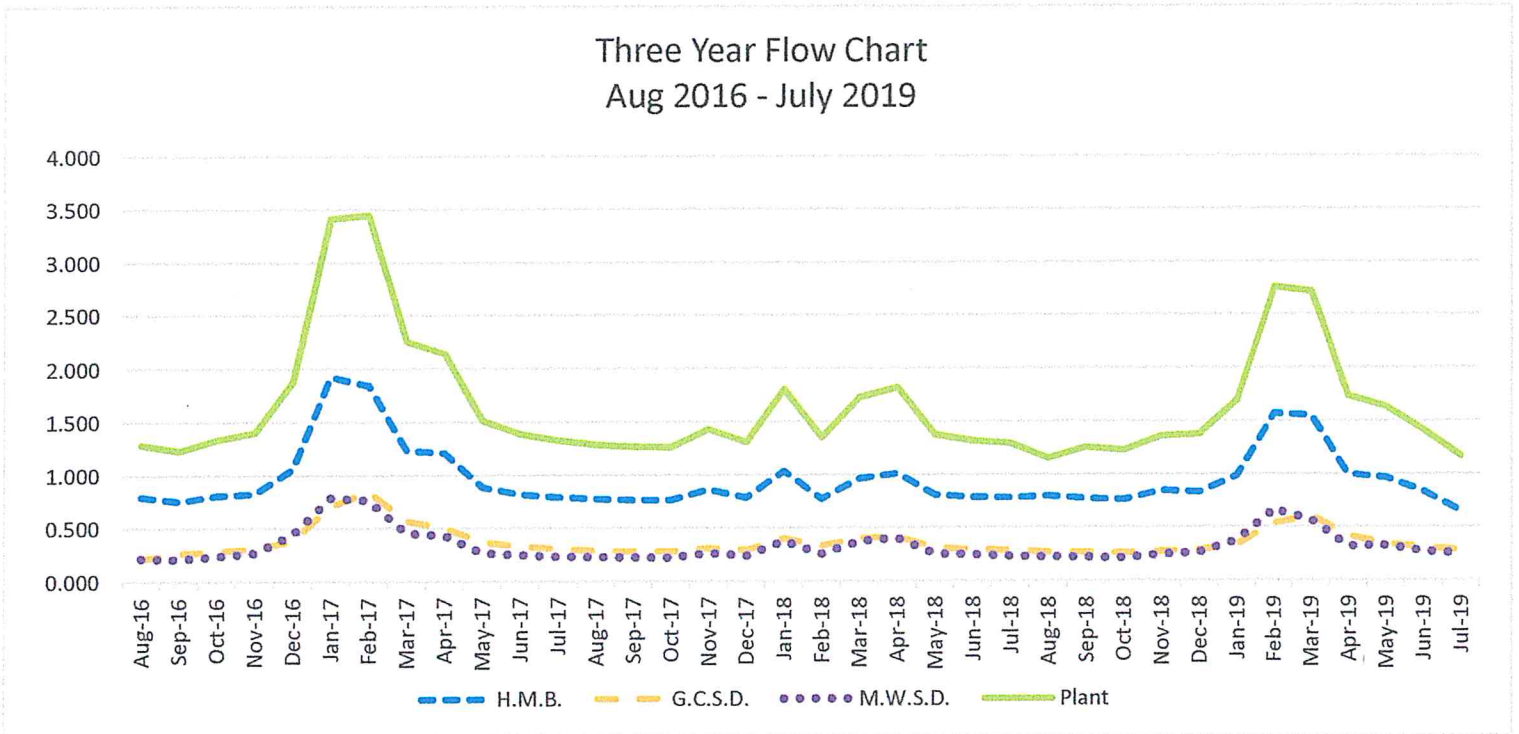


## Most recent flow calibration April 2018 PS, April 2018 Plant

### One Year Flow Chgart Aug 2018 - July 2019

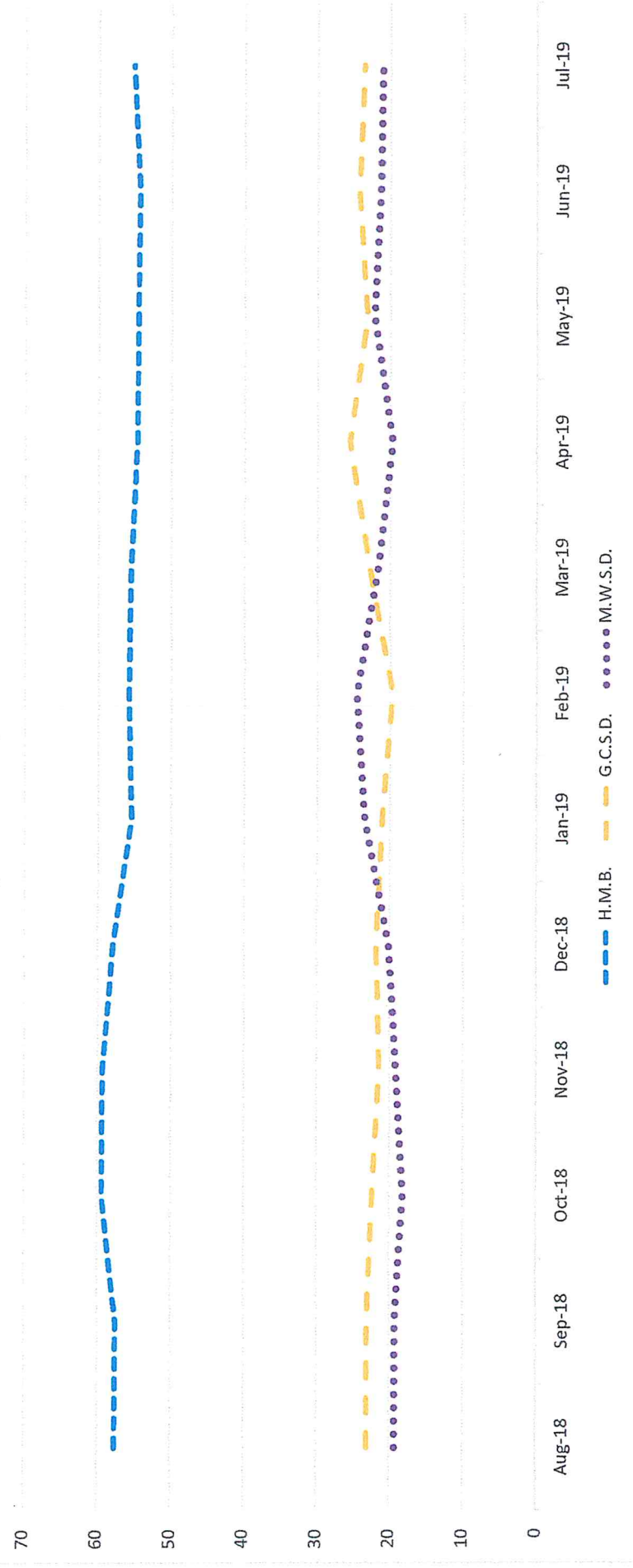


### Three Year Flow Chart Aug 2016 - July 2019



# Flow based percent distribution based for past year

1 year Distribution by %  
Aug 2018 - July 2019





# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: September 12, 2019

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Review of Current Investment Portfolio**

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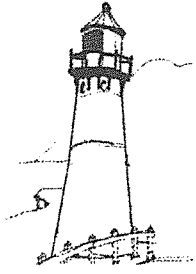
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The District's Investment Policy and Guidelines requires that the Board review the status of the current investment portfolio. The following summarizes the status of these accounts:

- The District has most of its idle sewer funds deposited in the State of California's Local Agency Investment Fund (LAIF). The Monthly Average interest rate for July 2019 the rate was 2.379.
- The District has one checking account with Wells Fargo Bank for Water and Sewer Funds that is largely backed by Federal securities.

## RECOMMENDATION:

District staff attempts to cash manage idle funds in LAIF as long as possible before transferring to the Wells Fargo checking accounts for disbursements.



# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Connection Permit Applications Received**

As of September 12, 2019 the following new Sewer Connection Permit application was received since the last report:

Date of Application	Property Owner	Site Address	Home Size
08-07-19	Paul Moody	Sunshine Valley and Stetson, Moss Beach	SFD
08-28-19	Mark Stegmaier	1217 Birch, Montara	SFD

As of September 12, 2019 the following new Water (Private Fire Sprinkler) Connection Permit application was received since the last report:

Date of Application	Property Owner	Site Address	Home Size
08-07-19	Paul Moody	Sunshine Valley and Stetson, Moss Beach	SFD
08-28-19	Mark Stegmaier	1217 Birch, Montara	SFD

As of September 12, 2019 the following new Water Connection Permit application was received since the last report:

Date of App.	Property Owner	Site Address	Home Size	Type of Connection
08-07-19	Paul Moody	Sunshine Valley and Stetson, Moss Beach	SFD	Domestic
08-28-19	Mark Stegmaier	1217 Birch, Montara	SFD	Domestic

**RECOMMENDATION:**

No action is required. This is for Board information only.



# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: September 12th, 2019

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Monthly Water Production Report**

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The attached two charts summarize the monthly water production for the District.

The first shows a consolidated from all sources by month. The second shows each water source the District uses, both wells and surface water. The production is shown in gallons of water produced.

## RECOMMENDATION:

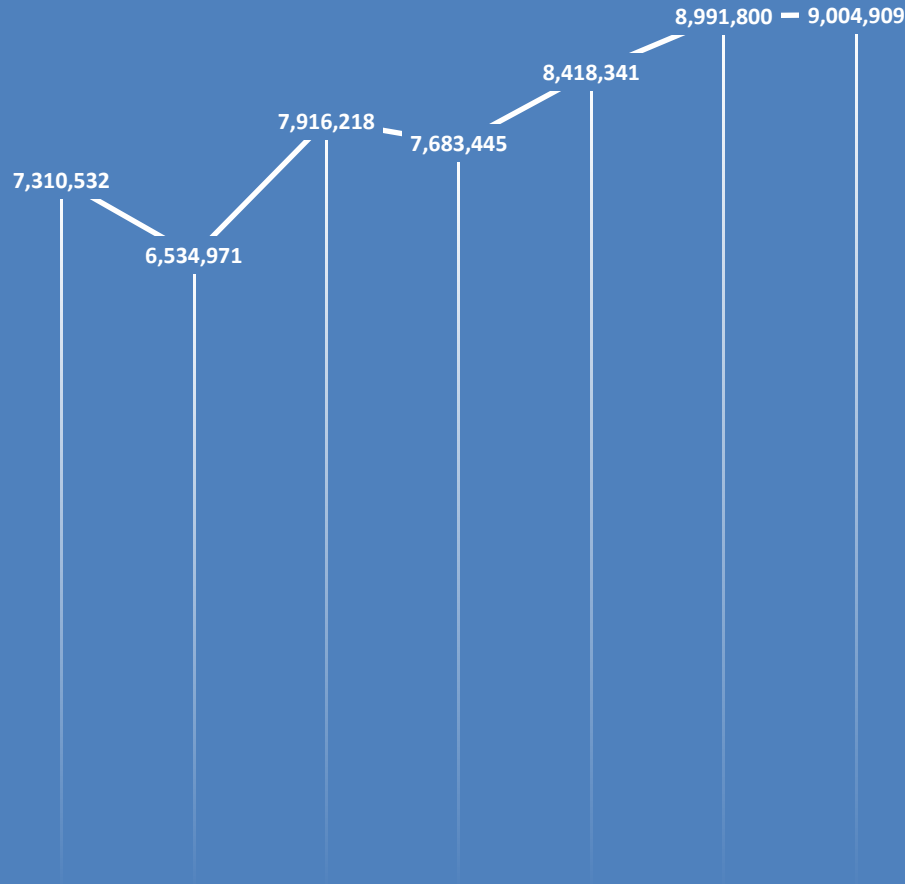
No action is required. These reports are provided for the Board's information only.

Attachments: 2



# TOTAL PRODUCTION 2019(GALLONS)

GALLONS



	January	February	March	April	May	June	July	August	September	October	November	December
Total Production (Gallons)	7,310,532	6,534,971	7,916,218	7,683,445	8,418,341	8,991,800	9,004,909					

MONTH



# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting of: September 12th, 2019

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Rain Report**

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The attached chart shows the monthly rainfall at Alta Vista Treatment Plant for the current and prior water years along with seven-year average rain fall.

## RECOMMENDATION:

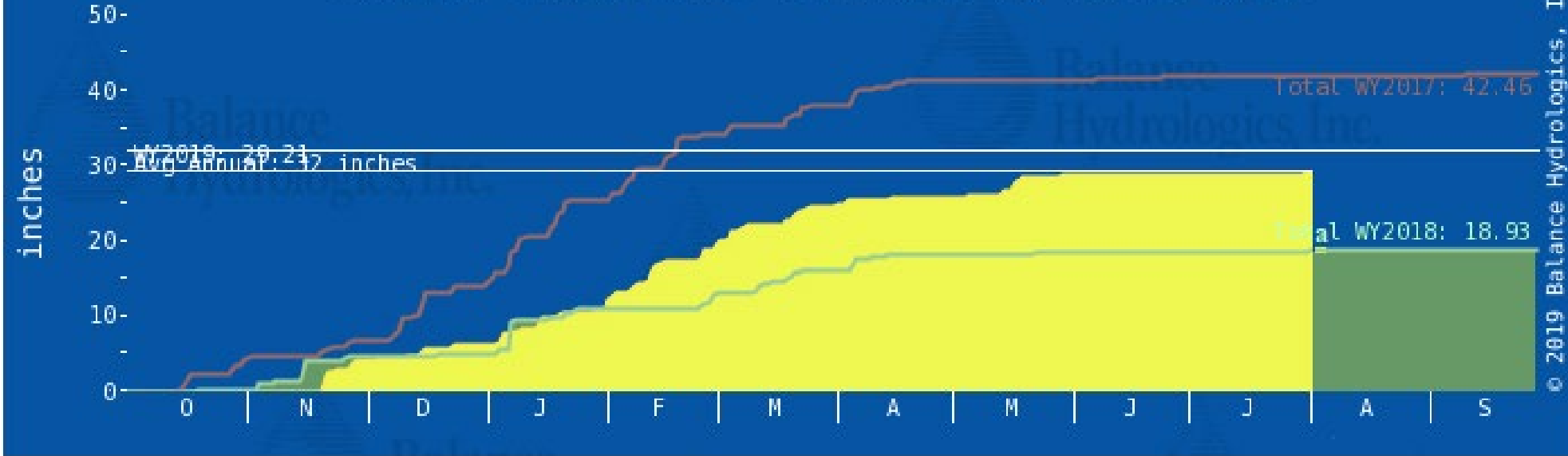
No action is required. These reports are provided for the Board's information only.

Attachments: 2

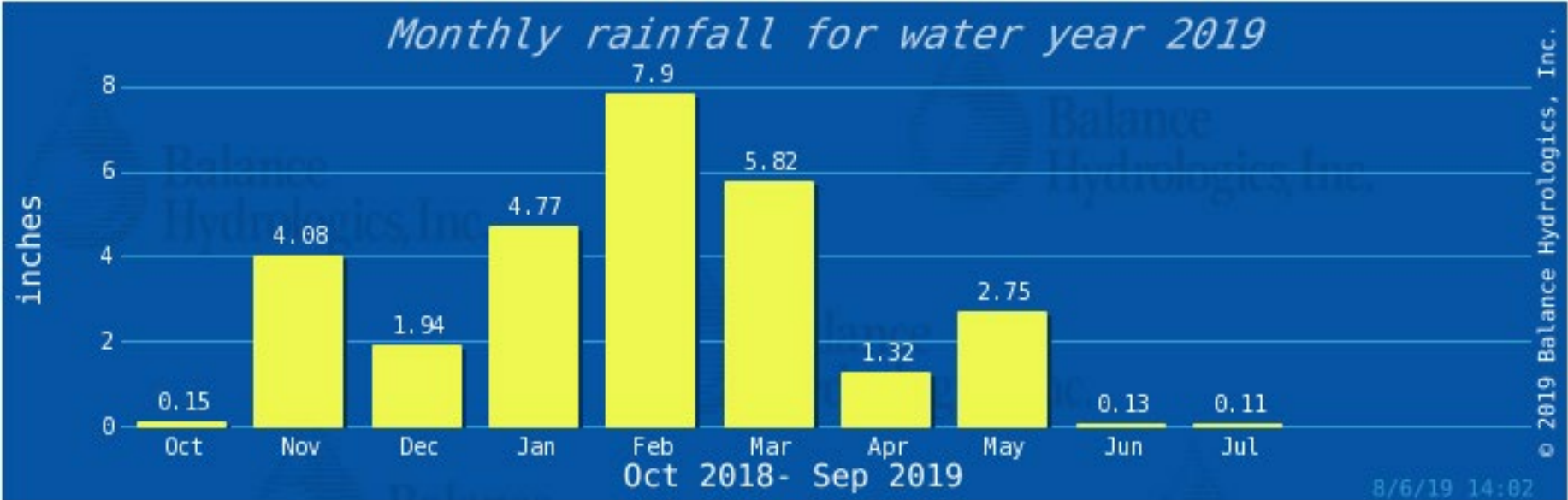


# Annual Cumulative Rainfall

*Annual cumulative rainfall by water year*



# Monthly Cumulative Rainfall





# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: September 12th, 2019

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Monthly Solar Energy Report**

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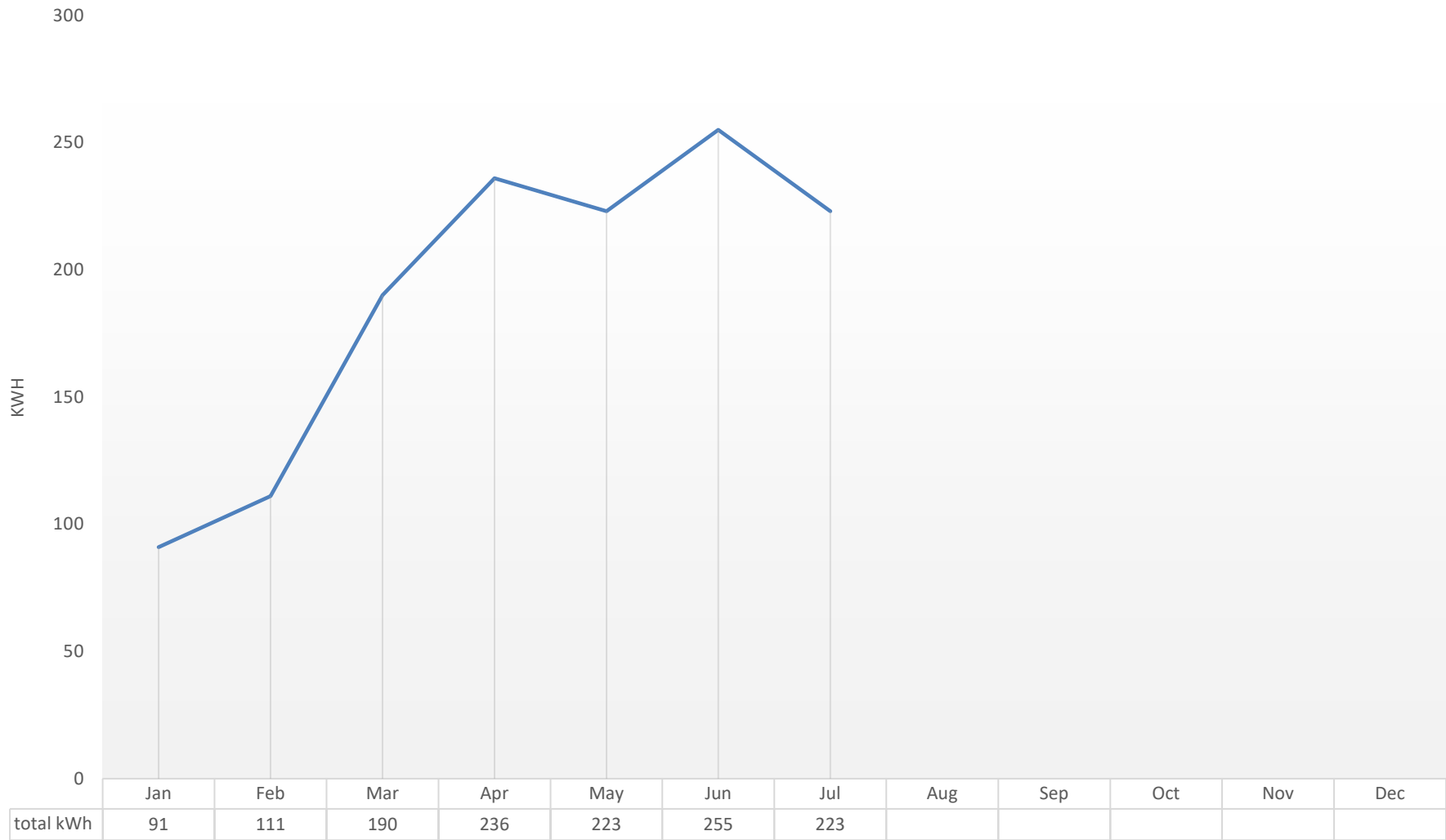
The attached chart summarizes the monthly solar production at the Alta Vista Array. Since the installation of the solar panels the District produced 43,320 kWh and saved 73,644 lbs of CO<sub>2</sub>.

## RECOMMENDATION:

No action is required. This information is provided for the Board's information only.

Attachments: 1

## SOLAR ENERGY PRODUCED IN 2019 (kWh)





# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Monthly Public Agency Retirement Service  
Report for June 2019.**

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The District has received the monthly PARS report for June 2019.

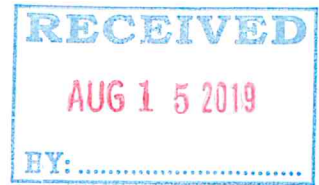
Contributions are calculated on a bi-weekly basis, and contributions are made on a monthly basis.

The following monthly reports are submitted as consent agenda items on a monthly basis.

RECOMMENDATION:

This is for Board information only.

Attachment



**Montara Water and San  
Retirement Enhancement Plan**

**Monthly Account Report for the Period  
6/1/2019 to 6/30/2019**

Clemens H. Heldmaier  
General Manager  
Montara Water and San  
P.O. Box 370131  
Montara, CA 94037

Plan ID: P7-REP15A

### Account Summary

Source	Beginning Balance as of 6/1/2019	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2019
<b>Contributions</b>	\$716,359.08	\$8,518.17	\$35,826.15	\$337.50	\$1,073.74	\$0.00	\$759,292.16
<b>TOTAL</b>	<b>\$716,359.08</b>	<b>\$8,518.17</b>	<b>\$35,826.15</b>	<b>\$337.50</b>	<b>\$1,073.74</b>	<b>\$0.00</b>	<b>\$759,292.16</b>

### Investment Selection

## PARS Capital Appreciation INDEX PLUS

### Investment Objective

The primary goal of the Capital Appreciation objective is growth of principal. The major portion of the assets are invested in equity securities and market fluctuations are expected.

### Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
General	4.97%	3.14%	6.47%	9.6%	-	-	03/08/16

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value.

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.



# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager



**SUBJECT: Review and Possible Action Concerning Water Main Extension Agreement for New Service Connection at 25 Bernal Ave, Moss Beach, APN 037-278-070**

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Applicants Misao Noto and Ayako Noto filed New Service Application with Montara Water and Sanitary District's (MWSD or District) for domestic water, fire protection service (PFP), and sewer services for a new development located at 25 Bernal Avenue, Moss Beach, CA (APN 037-278-070). In accordance with the District's code, the proposed project requires an approximately 165-foot, 6-inch-diameter water main extension in the public right-of-way, from the existing water main located on the Ocean Boulevard to the proposed new dwelling at 25 Bernal Ave in order to provide water and PFP services to the proposed new development. The proposed water main extension was designed by the applicant's engineer in accordance to District's codes and standard specifications.

The main extension design drawings have been approved by the District Water Engineer. This project was advertised to five District- certified contractors on May 24, 2019. Bids were received from the following contractors:

- Andreini Bros. Inc - \$72,865.00
- Stoloski & Gonzalez - \$115,340.00
- Mossa Excavation - \$122,000.00

The project was awarded to Andreini Bros. Inc. for a total cost of \$72,865.00 on June 17, 2019. The Applicants is responsible to cover all costs to furnish all labor, materials and equipment for construction related to water main extension, water and PFP laterals. Staff is seeking Board's approval from to enter into the Agreement for Construction and Acquisition of Water Main Extension with the Applicant. The agreement is included in **Exhibit A**.

## RECOMMENDATION:

Approve the Agreement for Construction and Acquisition of Water Main Extension for the new water service connection project at 25 Bernal Avenue, Moss Beach, APN 037-278-070.



**AGREEMENT FOR CONSTRUCTION AND  
ACQUISITION OF WATER MAIN  
EXTENSION**

(APN 037-278-070)

**THIS AGREEMENT**, made and entered as of August 26, 2019, by and between the **MONTARA WATER AND SANITARY DISTRICT**, a public agency located in the County of San Mateo, California (“District”) and Misao Noto and Ayako Noto (“Applicant”);

**WITNESSETH:**

**WHEREAS**, Applicant has applied for a permit to connect Applicant’s real property described in Exhibit “A” hereof, attached hereto and by this reference incorporated herein (“Property,” also designated by Assessor’s Parcel Number 037-278-070) to District’s water system pursuant to the provisions of Section 5-3.100 of the Montara Water and Sanitary District Code (“District Code”); and

**WHEREAS**, a water main extension (“Extension”) is required in order to serve the Property; and

**WHEREAS**, Applicant has submitted plans, profiles, and specifications for the Extension which have been approved by District’s Water System Engineer for conformance with District’s requirements under District Code Section 5-4.222; and

**WHEREAS**, this agreement is entered into pursuant to Section 5-4.203 of the District Code;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Extension**. Applicant shall, at Applicant’s own cost and expense, provide for the construction of the Extension, furnish all the materials, and do all the work hereinafter described in accordance with, and as provided for, in the plans, profiles and specifications (collectively, “Plans”) prepared for Applicant by James Toby, Registered Professional Engineer, entitled, “PUBLIC WATERMAIN

EXTENSION 25 BERNAL AVENUE MOSS BEACH CALIFORNIA” District’s Standard Specifications on file in District’s Administrative Offices and the provisions of Chapter V, Article 4, Division 2 (“Extension of Facilities”) of the District Code, the applicable provisions of which are hereby incorporated herein. If a conflict exists between the Plans and District’s Standard Specifications and/or said Division 2 for a particular portion or component of the Extension, the stricter standard shall govern to the extent of such conflict. Applicant shall complete construction of all of the Extension subject to such exceptions and time extensions as may be allowed under Paragraph 12 (Force Majeure), on or before August 31, 2020.

**2. Inspection.** Applicant hereby grants District, its officers, employees, consultants, agents and designees the right and permission to enter upon the Property and the site or sites of construction of the Extension to inspect the work of construction, to test, and/or observe the testing of, the Extension, and otherwise to ensure that the Extension is constructed in accordance with the requirements described in Paragraph 1 and in condition for approval and acceptance by District.

**3. Property Interests.** Prior to commencing construction of the Extension Applicant shall submit to District deed(s) of easement(s) or other evidence(s) of any and all property interest(s), title to which is vested in Applicant or is otherwise sufficient and free of encumbrances or claims by others to allow for the construction of the Extension by Applicant, for District’s right of entry pursuant to Paragraph 2 and for District’s acceptance. Upon completion of construction of the Extension and acceptance thereof by District, Applicant shall grant District an easement, or such other property interest as may be specified by District, in the real property in which the Extension and appurtenances are located and convey title to the Extension and appurtenances to District free and clear of any encumbrances, except such encumbrances as may expressly in writing be accepted by District. Such easement or other interest shall include, without limitation, the right to operate, maintain, repair, replace (in the original or

any other size), construct and install a water main or mains and appurtenances. Applicant agrees and covenants that, prior to execution of any such conveyances, Applicant shall not convey to any other person(s) or entity or entities the same interest or any other interest that may conflict with the interest or interests to be conveyed to District. Title to the Extension shall vest absolutely in District upon District's acceptance thereof.

All deeds or other forms of conveyancing documents described above shall be subject to the approval of District's legal counsel. Applicant shall, prior to commencement of construction of the Extension, obtain and provide District with a copy of a title report for the Property and such other property within which the Extension is to be constructed. Conveyance of title to District shall be through escrow acceptable to District. All conveyancing costs including, without limitation, costs of preparing documents, escrow, title insurance for the benefit of District, and recordation shall be borne by Applicant.

**4. Security.** Applicant shall, prior to the commencement of any work on the Extension, file with District's Manager a bond or cash deposit securing the faithful performance of all work and the construction of the Extension within the time herein specified. The amount of the security shall be Seventy Two Thousand Eight Hundred and Sixty Five Dollars **(\$72,865.00)**.

Applicant shall, likewise prior to the commencement of any work on the Extension, file with District's Manager a bond or cash deposit securing the payment by Applicant of all bills for labor and materials incurred in the construction of the Extension and the doing of all other work herein agreed to be done by Applicant, with respect to the Extension. The amount of the security shall be Seventy Two Thousand Eight Hundred Sixty Five Dollars **(\$72,865.00)**.

The aforementioned security shall include, in addition to the principal amounts, a guarantee of the payment of costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by District in the event of successful enforcement of such security. All bonds shall be issued by a corporate surety admitted in the State of California.

**5. Deposits for District's Costs.** Applicant has deposited with District (the "Initial Deposit") the sum of Four Thousand Two Hundred Fourteen Dollars (**\$4,214.00**), receipt of which is hereby acknowledged by District. The deposit shall be used by District to pay for its costs incurred in administering this agreement and carrying out its duties regarding construction and acceptance of the Extension including, without limitation, costs of reviewing the Plans for the Extension, costs incidental to inspection of the construction of the Extension, administrative, engineering and legal services costs and other costs and expenses incurred by District relating to this agreement and to construction of the Extension. If the Initial Deposit is insufficient to pay all such estimated costs and expenses, District shall notify Applicant in writing of any such insufficiency, whereupon Applicant shall replenish the deposit in the amount estimated by District that is necessary to cover District's remaining estimated costs and expenses. If such insufficiency occurs, District shall not be obligated to perform any further services hereunder unless and until an additional deposit is made. Upon completion of the construction of the Extension, Applicant shall pay any additional costs and expenses of District not covered by the Initial and, if applicable, the additional deposit prior to acceptance of the Extension by District. District shall refund to Applicant any balance of the deposit(s) remaining after acceptance of the Extension.

Applicant hereby acknowledges and agrees that the aforesaid deposit(s) shall not be deemed as payment, or excuse payment, of any other fees and charges duly imposed by District and payable by Applicant for use of, or connection to, District's water system.

**6. Hold Harmless.** Applicant shall protect, indemnify, and hold harmless District, its governing board, commissions, committees, officers, agents and employees (collectively, "Indemnitees") from and against any and all liability, losses, damages, claims, causes of action, or actions arising out of any accident, occurrence or incident resulting from, or alleged to have resulted from, the construction of the Extension by or for Applicant, the negligent performance of,

or failure to perform, any contractual responsibility of Applicant, or any negligent action or omission of Applicant relating to the construction of the Extension or other responsibility of Applicant. Applicant shall also protect, indemnify, and hold harmless Indemnitees from and against any and all liability or allegations thereof, relating to the use of any copyrighted material in the Plans or the use of any patent or patented article or process by Applicant in the construction of the Extension. Applicant's duty to defend and hold harmless shall include the responsibility to provide legal representation, the selection of whom shall be subject to District's approval.

**7. Insurance.** Applicant shall obtain and maintain in full force and effect during the term of this agreement, at Applicant's cost, a comprehensive general liability insurance policy naming District, its governing board, commissions, committees, officers, agents, and employees (collectively, "District's Insureds") as insureds or additional insureds, insuring them against liability for personal injury (including death) and property damage (including loss of use thereof) arising out of the construction of the Extension and/or from Applicant's performance or failure to perform Applicant's obligations under this agreement. Said insurance shall be in the minimum limits of \$1,000,000 for personal injuries to, or death of, any one person, \$1,000,000 for personal injuries or death arising out of any one occurrence and \$1,000,000 for property damage arising out of any one occurrence. Said insurance shall expressly insure against contractual liability assumed by Applicant under this agreement including, without limitation, the provisions of Paragraph 1.

The foregoing policies or endorsements thereto shall provide that: (i) the insurer shall notify District in writing thirty (30) days in advance of the insurer's intention to cancel or materially change the terms of said policy or policies, (ii) coverage for District's Insureds shall be severable from that of other insureds if the insurance covers Applicant, another entity, or person(s) in addition to District's Insureds (cross liability or severability of interest provision) and (iii) such insurance shall be primary regarding District's Insureds and that any insurance or

self-insurance maintained by District shall be excess of Applicant's insurance, and not contributory with it.

Applicant shall furnish evidence of the insurance by filing with District's Manager copies of the policy's or policies' declaration page(s) or information page(s) with such endorsements as may be necessary to show compliance with all of the requirements of this Paragraph, together with a certificate or certificates of the insurance. Applicant shall file said documents upon execution of this agreement.

**8. Acceptance.** Construction of the Extension in conformance with the Plans, District's Standard Specifications and the provisions of Chapter V, Article 4, Division 2 ("Extension of Facilities") of the District Code incorporated herein pursuant to Paragraph 1 shall be subject to the approval of District's Water System Engineer. Upon completion of the construction in full compliance with this agreement and upon recommendation of said Engineer, District shall accept the Extension. The security required hereunder shall not be released until said acceptance. Upon acceptance, Applicant shall furnish District with a complete set of plans and drawings showing the Extension in their actual or "as built" condition and location.

**9. Time of the Essence.** Time is of the essence of this agreement, and if Applicant defaults in the performance of Applicant's obligations hereunder not excused by reason of Force Majeure under paragraph 12, Applicant hereby agrees that District may, at District's option: (i) treat any deposits and payments made by Applicant hereunder as compensation or reimbursement for District's costs and expenses hereunder and terminate this agreement, or (ii) if District desires that the Extension shall be completed, District may enforce the provisions hereof against Applicant and Applicant' sureties, and recover any and all costs incurred therewith, including, without limitation, costs of suit and reasonable attorney's fees.

**10. Guarantee of Workmanship and Materials.** Applicant agrees that, if within a period of one (1) year after acceptance of the Extension, the Extension

or any part or component thereof fails to fulfill any of the requirements of this agreement, or of the Plans, District's Standard Specifications and the provisions of Chapter V, Article 4, Division 2 ("Extension of Facilities") of the District Code incorporated herein, Applicant shall, upon written notice from District directing the work to be done, without delay and without any cost to District, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Extension. Should Applicant fail to act promptly to make such repair, replacement, or reconstruction, or otherwise to act in accordance with the requirement to repair, replace, or reconstruct, or should the exigencies of the case require that repair, replacement, or reconstruction be made before Applicant can be notified, District may, at its option, make the necessary repair, replacement, or reconstruction or perform the necessary work, and Applicant shall pay to District the actual cost of thereof plus fifteen (15) percent.

Notwithstanding any provision to the contrary in this agreement, Applicant shall not be responsible for repair, replacement, or reconstruction of any Extension, necessitated by events of Force Majeure described in Paragraph 12.

**11. Security to Insure Guarantee.** Applicant agrees, as a condition precedent to District's acceptance of the Extension, to furnish and file with District a bond or cash deposit in the amount of Seven Thousand Two Hundred Eighty Six Dollars and Fifty Cents (**\$7,286.50**) guaranteeing and securing to District Applicant's compliance with the provisions of Paragraph 10 for a period of one (1) year after acceptance of the Extension by District.

**12. Force Majeure.** Applicant shall not be in default of any provision of this agreement where timely performance or timely compliance thereof is prevented by acts of God, including natural disasters, or unusually inclement weather, civil emergencies, inability to obtain materials (except for such inability occasioned by the act, or failure to act, of Applicant), unanticipated change in governmental regulations, labor strike or disturbance (except that pertaining to Applicant's employees or agents) or similar acts which are beyond Applicant's reasonable ability to control; provided, that Applicant shall be obligated to

perform or comply within a reasonable time after the event or action which precluded Applicant' timely performance no longer exists.

**13. Independent Contractor.** It is mutually understood and agreed that neither Applicant, nor any of Applicant's agents or contractors are, or shall be, agents or employees of District in connection with the performance of Applicant's obligations under this agreement. Applicant is, and shall be, an independent contractor hereunder.

**14. Assignability.** Applicant may assign this agreement subject to District's prior written approval, which shall not be withheld unreasonably.

**15. Successors.** The rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon their respective successors, assigns, administrators and heirs.

**16. Joint and Several.** If Applicant, as named above, consists of two or more persons or entities (irrespective of whether the form of such entity or entities is corporate, partnership, association or other form), the obligations and responsibilities under this agreement of each and all of them are joint and several.

**17. Recordation.** Either party hereto may submit this agreement or a memorandum thereof to the Recorder of the County of San Mateo, California, for recordation in the Official Records of said County.

**18. Attorney's Fees.** If suit is brought by one party against the other for damages and/or to enforce the provisions of this agreement, the prevailing party shall recover costs of suit including reasonable fees of expert witnesses and reasonable attorney's fees.

**19. Entire Agreement.** This agreement comprises the entire agreement between the parties and integrates any and all prior writings, documents or understandings, between them pertaining to the subject matter hereof.

**20. Paragraph Headings.** Paragraph headings as used herein are for convenience of reference, and shall not be deemed to amend or alter the contents of the paragraphs headed thereby.



**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first hereinabove written.

**MONTARA WATER AND SANITARY DISTRICT, a public agency (“District”)**

By: \_\_\_\_\_

President

Countersigned:

\_\_\_\_\_

District Secretary

\_\_\_\_\_ (“Applicant”)

By: \_\_\_\_\_

## **EXHIBIT "A"**

Legal Description

**For APN/Parcel ID(s): 037-278-070**

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THE FOLLOWING DESCRIBES PROPERTY IN THE UNINCORPORATED AREA OF MOSS BEACH, COUNTY OF SAN MATEO, CALIFORNIA:

LOT 5 AND 5A, BLOCK 23, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED "MAP OF RIVIERA OCEAN VILLA TRACT, SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JUNE 15TH, 1908 IN BOOK 6 OF MAPS, AT PAGE 20.

JPN: 037-27-278-07A

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING A MAIN EXTENSION AND AUTHORIZING EXECUTION OF AGREEMENT FOR CONSTRUCTION AND ACQUISITION OF WATER MAIN EXTENSION (APN 037-278-070)**

**WHEREAS**, Misao Noto and Ayako Noto ("Applicant") owns real property located at 25 Bernal Avenue, Moss Beach, California, as more particularly described as Assessor's Parcel Number 037-278-070 ("real property"); and

**WHEREAS**, Applicant submitted an application for water service by the District's water system to serve a proposed new development on the real property in accordance with the Montara Water and Sanitary District ("District") Code Section 5-3.100 ("Service Application"), which requires the financing, construction and dedication of a Main Extension beyond the District's existing facilities; and

**WHEREAS**, Applicant submitted plans, profiles and specifications for the Main Extension, which have been reviewed and approved by the District's Engineer and the District's General Manager for conformance with District's requirements under District Code Section 5-4.222; and

**WHEREAS**, pursuant to District Code Section 5-4.203, the District and the Applicant have agreed upon the terms and conditions for the Main Extension and that are included in the agreement entitled "Agreement for Construction and Acquisition of Water Main Extension" ("Agreement"); and

**WHEREAS**, the District Board desires to enter into the Agreement and approve Applicant's Service Application.

**NOW, THEREFORE**, be it resolved by the Board of the Montara Water and Sanitary District, a public agency in the County of San Mateo, California, as follows:

1. Applicant's Service Application is hereby approved subject to the terms and conditions contained in the attached form of the Agreement, which is further approved and the General Manager is authorized to execute and record the Agreement.

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President, Montara Water and Sanitary District

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING A MAIN EXTENSION AND AUTHORIZING EXECUTION OF AGREEMENT FOR CONSTRUCTION AND ACQUISITION OF WATER MAIN EXTENSION (APN 037-278-070)**

COUNTERSIGNED:

\_\_\_\_\_  
Secretary, Montara Water and Sanitary District

\* \* \* \*

I HEREBY CERTIFY that the foregoing Resolution No. \_\_\_\_ duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, County of San Mateo, California, at a Special Adjourned Meeting thereof held on the 12<sup>th</sup> day of September 2019, by the following vote:

AYES, Directors:

ABSTENTION:

NOES, Directors:

ABSENT, Directors:

\_\_\_\_\_  
Secretary, Montara Water and Sanitary District

# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

**SUBJECT: Review and Possible Action Concerning Water Main Extension Agreement for New Service Connection at 1170 Howells Street, Montara, APN 036-282-050**

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Applicant Chez Santini filed New Service Application with Montara Water and Sanitary District (MWSD or District) for domestic water, fire protection service (PFP), and sewer services for a new development located at 1170 Howells Street, Montara (APN 036-282-050). In accordance with the District's code, the proposed project requires an approximately 100-foot, 8-inch-diameter water main extension in the public right-of-way, from the existing water main located on the Sunshine Valley Road to the proposed new dwelling at 1170 Howells Street in order to provide water and PFP services to the proposed new development. The proposed water main extension was designed by the applicant's engineer in accordance to District's codes and standard specifications.

The main extension design drawings have been approved by the District Water Engineer. This project was advertised to four District-certified contractors on May 2, 2017. Bids were received from the following contractors:

- Andreini Bros. Inc - \$34,448.00
- Stoloski & Gonzalez - \$29,092.00
- Mossa Excavation - \$69,420.00

The project was awarded to Stoloski & Gonzalez for a total cost of \$29,092.00 on May 8, 2017. This cost estimate was later updated by the contractor to \$31,192.00 on August 8, 2018 due to delay in schedule. The Applicant is responsible to cover all costs to furnish all labor, materials and equipment for construction related to water main extension, water and PFP laterals. Staff is seeking Board's approval from to enter into the Agreement for Construction and Acquisition of Water Main Extension with the Applicant. The agreement is included in **Exhibit A**.

## RECOMMENDATION:

Approve the Agreement for Construction and Acquisition of Water Main Extension for the new water service connection project at 1170 Howells Street, Montara, APN 036-282-050.

**AGREEMENT FOR CONSTRUCTION AND  
ACQUISITION OF WATER MAIN  
EXTENSION**

(APN 036-282-050)

**THIS AGREEMENT**, made and entered as of August 26, 2019, by and between the **MONTARA WATER AND SANITARY DISTRICT**, a public agency located in the County of San Mateo, California (“District”) and Chez Santini (“Applicant”);

**WITNESSETH:**

**WHEREAS**, Applicant has applied for a permit to connect Applicant’s real property described in Exhibit “A” hereof, attached hereto and by this reference incorporated herein (“Property,” also designated by Assessor’s Parcel Number 036-282-050) to District’s water system pursuant to the provisions of Section 5-3.100 of the Montara Water and Sanitary District Code (“District Code”); and

**WHEREAS**, a water main extension (“Extension”) is required in order to serve the Property; and

**WHEREAS**, Applicant has submitted plans, profiles, and specifications for the Extension which have been approved by District’s Water System Engineer for conformance with District’s requirements under District Code Section 5-4.222; and

**WHEREAS**, this agreement is entered into pursuant to Section 5-4.203 of the District Code;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Extension**. Applicant shall, at Applicant’s own cost and expense, provide for the construction of the Extension, furnish all the materials, and do all the work hereinafter described in accordance with, and as provided for, in the plans, profiles and specifications (collectively, “Plans”) prepared for Applicant by Charles M. Kissick, Registered Professional Engineer, Sigma Prime

Geosciences, Inc., entitled, "Domestic Water and Personal Fire Protection Plan with Main Extension Santini Property Howells Street Montara, California APN: 036-282-050," District's Standard Specifications on file in District's Administrative Offices and the provisions of Chapter V, Article 4, Division 2 ("Extension of Facilities") of the District Code, the applicable provisions of which are hereby incorporated herein. If a conflict exists between the Plans and District's Standard Specifications and/or said Division 2 for a particular portion or component of the Extension, the stricter standard shall govern to the extent of such conflict. Applicant shall complete construction of all of the Extension subject to such exceptions and time extensions as may be allowed under Paragraph 12 (Force Majeure), on or before August 31, 2020.

**2. Inspection.** Applicant hereby grants District, its officers, employees, consultants, agents and designees the right and permission to enter upon the Property and the site or sites of construction of the Extension to inspect the work of construction, to test, and/or observe the testing of, the Extension, and otherwise to ensure that the Extension is constructed in accordance with the requirements described in Paragraph 1 and in condition for approval and acceptance by District.

**3. Property Interests.** Prior to commencing construction of the Extension Applicant shall submit to District deed(s) of easement(s) or other evidence(s) of any and all property interest(s), title to which is vested in Applicant or is otherwise sufficient and free of encumbrances or claims by others to allow for the construction of the Extension by Applicant, for District's right of entry pursuant to Paragraph 2 and for District's acceptance. Upon completion of construction of the Extension and acceptance thereof by District, Applicant shall grant District an easement, or such other property interest as may be specified by District, in the real property in which the Extension and appurtenances are located and convey title to the Extension and appurtenances to District free and clear of any encumbrances, except such encumbrances as may expressly in writing be accepted by District. Such easement or other interest shall include,

without limitation, the right to operate, maintain, repair, replace (in the original or any other size), construct and install a water main or mains and appurtenances. Applicant agrees and covenants that, prior to execution of any such conveyances, Applicant shall not convey to any other person(s) or entity or entities the same interest or any other interest that may conflict with the interest or interests to be conveyed to District. Title to the Extension shall vest absolutely in District upon District's acceptance thereof.

All deeds or other forms of conveyancing documents described above shall be subject to the approval of District's legal counsel. Applicant shall, prior to commencement of construction of the Extension, obtain and provide District with a copy of a title report for the Property and such other property within which the Extension is to be constructed. Conveyance of title to District shall be through escrow acceptable to District. All conveyancing costs including, without limitation, costs of preparing documents, escrow, title insurance for the benefit of District, and recordation shall be borne by Applicant.

**4. Security.** Applicant shall, prior to the commencement of any work on the Extension, file with District's Manager a bond or cash deposit securing the faithful performance of all work and the construction of the Extension within the time herein specified. The amount of the security shall be Thirty One Thousand One Hundred Ninety Two Dollars (**\$31,192.00**).

Applicant shall, likewise prior to the commencement of any work on the Extension, file with District's Manager a bond or cash deposit securing the payment by Applicant of all bills for labor and materials incurred in the construction of the Extension and the doing of all other work herein agreed to be done by Applicant, with respect to the Extension. The amount of the security shall be Thirty One Thousand One Hundred Ninety Two Dollars (**\$31,192.00**).

The aforementioned security shall include, in addition to the principal amounts, a guarantee of the payment of costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by District in the event of



successful enforcement of such security. All bonds shall be issued by a corporate surety admitted in the State of California.

**5. Deposits for District's Costs.** Applicant has deposited with District (the "Initial Deposit") the sum of Four Thousand Five Hundred Thirty One Dollars **(\$4,531.00)**, receipt of which is hereby acknowledged by District. The deposit shall be used by District to pay for its costs incurred in administering this agreement and carrying out its duties regarding construction and acceptance of the Extension including, without limitation, costs of reviewing the Plans for the Extension, costs incidental to inspection of the construction of the Extension, administrative, engineering and legal services costs and other costs and expenses incurred by District relating to this agreement and to construction of the Extension. If the Initial Deposit is insufficient to pay all such estimated costs and expenses, District shall notify Applicant in writing of any such insufficiency, whereupon Applicant shall replenish the deposit in the amount estimated by District that is necessary to cover District's remaining estimated costs and expenses. If such insufficiency occurs, District shall not be obligated to perform any further services hereunder unless and until an additional deposit is made. Upon completion of the construction of the Extension, Applicant shall pay any additional costs and expenses of District not covered by the Initial and, if applicable, the additional deposit prior to acceptance of the Extension by District. District shall refund to Applicant any balance of the deposit(s) remaining after acceptance of the Extension.

Applicant hereby acknowledges and agrees that the aforesaid deposit(s) shall not be deemed as payment, or excuse payment, of any other fees and charges duly imposed by District and payable by Applicant for use of, or connection to, District's water system.

**6. Hold Harmless.** Applicant shall protect, indemnify, and hold harmless District, its governing board, commissions, committees, officers, agents and employees (collectively, "Indemnitees") from and against any and all liability, losses, damages, claims, causes of action, or actions arising out of any accident,

occurrence or incident resulting from, or alleged to have resulted from, the construction of the Extension by or for Applicant, the negligent performance of, or failure to perform, any contractual responsibility of Applicant, or any negligent action or omission of Applicant relating to the construction of the Extension or other responsibility of Applicant. Applicant shall also protect, indemnify, and hold harmless Indemnitees from and against any and all liability or allegations thereof, relating to the use of any copyrighted material in the Plans or the use of any patent or patented article or process by Applicant in the construction of the Extension. Applicant's duty to defend and hold harmless shall include the responsibility to provide legal representation, the selection of whom shall be subject to District's approval.

**7. Insurance.** Applicant shall obtain and maintain in full force and effect during the term of this agreement, at Applicant's cost, a comprehensive general liability insurance policy naming District, its governing board, commissions, committees, officers, agents, and employees (collectively, "District's Insureds") as insureds or additional insureds, insuring them against liability for personal injury (including death) and property damage (including loss of use thereof) arising out of the construction of the Extension and/or from Applicant's performance or failure to perform Applicant's obligations under this agreement. Said insurance shall be in the minimum limits of \$1,000,000 for personal injuries to, or death of, any one person, \$1,000,000 for personal injuries or death arising out of any one occurrence and \$1,000,000 for property damage arising out of any one occurrence. Said insurance shall expressly insure against contractual liability assumed by Applicant under this agreement including, without limitation, the provisions of Paragraph 1.

The foregoing policies or endorsements thereto shall provide that: (i) the insurer shall notify District in writing thirty (30) days in advance of the insurer's intention to cancel or materially change the terms of said policy or policies, (ii) coverage for District's Insureds shall be severable from that of other insureds if the insurance covers Applicant, another entity, or person(s) in addition to

District's Insureds (cross liability or severability of interest provision) and (iii) such insurance shall be primary regarding District's Insureds and that any insurance or self-insurance maintained by District shall be excess of Applicant's insurance, and not contributory with it.

Applicant shall furnish evidence of the insurance by filing with District's Manager copies of the policy's or policies' declaration page(s) or information page(s) with such endorsements as may be necessary to show compliance with all of the requirements of this Paragraph, together with a certificate or certificates of the insurance. Applicant shall file said documents upon execution of this agreement.

**8. Acceptance.** Construction of the Extension in conformance with the Plans, District's Standard Specifications and the provisions of Chapter V, Article 4, Division 2 ("Extension of Facilities") of the District Code incorporated herein pursuant to Paragraph 1 shall be subject to the approval of District's Water System Engineer. Upon completion of the construction in full compliance with this agreement and upon recommendation of said Engineer, District shall accept the Extension. The security required hereunder shall not be released until said acceptance. Upon acceptance, Applicant shall furnish District with a complete set of plans and drawings showing the Extension in their actual or "as built" condition and location.

**9. Time of the Essence.** Time is of the essence of this agreement, and if Applicant defaults in the performance of Applicant's obligations hereunder not excused by reason of Force Majeure under paragraph 12, Applicant hereby agrees that District may, at District's option: (i) treat any deposits and payments made by Applicant hereunder as compensation or reimbursement for District's costs and expenses hereunder and terminate this agreement, or (ii) if District desires that the Extension shall be completed, District may enforce the provisions hereof against Applicant and Applicant' sureties, and recover any and all costs incurred therewith, including, without limitation, costs of suit and reasonable attorney's fees.

**10. Guarantee of Workmanship and Materials.** Applicant agrees that, if within a period of one (1) year after acceptance of the Extension, the Extension or any part or component thereof fails to fulfill any of the requirements of this agreement, or of the Plans, District's Standard Specifications and the provisions of Chapter V, Article 4, Division 2 ("Extension of Facilities") of the District Code incorporated herein, Applicant shall, upon written notice from District directing the work to be done, without delay and without any cost to District, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Extension. Should Applicant fail to act promptly to make such repair, replacement, or reconstruction, or otherwise to act in accordance with the requirement to repair, replace, or reconstruct, or should the exigencies of the case require that repair, replacement, or reconstruction be made before Applicant can be notified, District may, at its option, make the necessary repair, replacement, or reconstruction or perform the necessary work, and Applicant shall pay to District the actual cost of thereof plus fifteen (15) percent.

Notwithstanding any provision to the contrary in this agreement, Applicant shall not be responsible for repair, replacement, or reconstruction of any Extension, necessitated by events of Force Majeure described in Paragraph 12.

**11. Security to Insure Guarantee.** Applicant agrees, as a condition precedent to District's acceptance of the Extension, to furnish and file with District a bond or cash deposit in the amount of Three Thousand One Hundred Nineteen Dollars and Twenty Cents (**\$3,119.20**) guaranteeing and securing to District Applicant's compliance with the provisions of Paragraph 10 for a period of one (1) year after acceptance of the Extension by District.

**12. Force Majeure.** Applicant shall not be in default of any provision of this agreement where timely performance or timely compliance thereof is prevented by acts of God, including natural disasters, or unusually inclement weather, civil emergencies, inability to obtain materials (except for such inability occasioned by the act, or failure to act, of Applicant), unanticipated change in governmental regulations, labor strike or disturbance (except that pertaining to

Applicant's employees or agents) or similar acts which are beyond Applicant's reasonable ability to control; provided, that Applicant shall be obligated to perform or comply within a reasonable time after the event or action which precluded Applicant' timely performance no longer exists.

**13. Independent Contractor.** It is mutually understood and agreed that neither Applicant, nor any of Applicant's agents or contractors are, or shall be, agents or employees of District in connection with the performance of Applicant's obligations under this agreement. Applicant is, and shall be, an independent contractor hereunder.

**14. Assignability.** Applicant may assign this agreement subject to District's prior written approval, which shall not be withheld unreasonably.

**15. Successors.** The rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon their respective successors, assigns, administrators and heirs.

**16. Joint and Several.** If Applicant, as named above, consists of two or more persons or entities (irrespective of whether the form of such entity or entities is corporate, partnership, association or other form), the obligations and responsibilities under this agreement of each and all of them are joint and several.

**17. Recordation.** Either party hereto may submit this agreement or a memorandum thereof to the Recorder of the County of San Mateo, California, for recordation in the Official Records of said County.

**18. Attorney's Fees.** If suit is brought by one party against the other for damages and/or to enforce the provisions of this agreement, the prevailing party shall recover costs of suit including reasonable fees of expert witnesses and reasonable attorney's fees.

**19. Entire Agreement.** This agreement comprises the entire agreement between the parties and integrates any and all prior writings, documents or understandings, between them pertaining to the subject matter hereof.

**20. Paragraph Headings.** Paragraph headings as used herein are for convenience of reference, and shall not be deemed to amend or alter the contents of the paragraphs headed thereby.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first hereinabove written.

**MONTARA WATER AND SANITARY  
DISTRICT, a public agency (“District”)**

By: \_\_\_\_\_

President

Countersigned:

\_\_\_\_\_

District Secretary

\_\_\_\_\_ (“Applicant”)

By: \_\_\_\_\_

EXHIBIT A  
PROPERTY DESCRIPTION

RECORDING REQUESTED BY:  
Fidelity National Title Company

Escrow Order No.: FSMO-1081501272

When Recorded Mail Document To:  
Gerald R. Santini  
1529 Perez Drive  
Pacifica, CA 94044

2016-002678

1:11 pm 01/12/16 DE Fee: 21.00  
Count of Pages 3  
Recorded in Official Records  
County of San Mateo  
Mark Church  
Assessor-County Clerk-Recorder



Property Address: 0 Howells Street,  
Montara, CA 94037  
APN/Parcel ID(s): 036-282-050

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**INTERSPOUSAL TRANSFER DEED**

(Excluded from reappraisal under California Constitution Article 13 A Section 1 et seq.)

3p

The undersigned grantor(s) declare(s)

no consideration  
release of nm title spouse

- This transfer is exempt from the documentary transfer tax.  
"This conveyance establishes sole and separate property of a spouse, R & T 11911."
- The documentary transfer tax is \$ 0 and is computed on:
  - the full value of the interest or property conveyed.
  - the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in  an Unincorporated area of **Montara**.

This is an Interspousal Transfer and not a change in ownership under Section 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:

- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Alene Brisbane Santini, Wife of the herein Grantee

**hereby GRANT(S) to** Gerald R. Santini, a married man as his sole and separate property

**the real property in the** Unincorporated Area of the County of San Mateo, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The grantor is executing this instrument for the purpose of relinquishing all of grantor's rights, title and interest, including, but not limited to, any community property interest in and to the land described herein and placing title in the name of the grantee as his/her separate property.

Dated: January 8, 2016

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

  
\_\_\_\_\_  
Alene Brisbane Santini

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**



**INTERSPOUSAL TRANSFER DEED**  
(continued)

APN/Parcel ID(s): 036-282-050

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

State of CALIFORNIA

County of SAN MATEO

On JAN 09 2016 before me, Lorraine Anne Robbins, Notary Public,  
(here insert name and title of the officer)

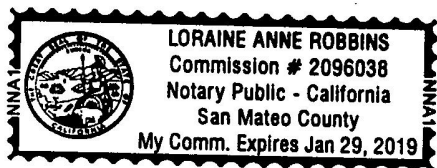
personally appeared ALENE BRISBANE SANTINI,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Lorraine Anne Robbins  
Signature

(Seal)



**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 036-282-050**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS NUMBER TWENTY-EIGHT (28) AND TWENTY-NINE (29), IN BLOCK NUMBER FIFTEEN (15), AS SAID LOTS AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED AND SUPPLEMENTAL MAP OF MONTARA, SAN MATEO COUNTY, CALIFORNIA", FILED OCTOBER 16TH, 1907, IN BOOK 5 OF MAPS, AT PAGE 35 THEREOF, IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED MAY 12, 2015 AS INSTRUMENT NO. 2015-048383, OFFICIAL RECORDS OF SAN MATEO COUNTY.

JPN 036-028-282-05

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING A MAIN EXTENSION AND AUTHORIZING EXECUTION OF AGREEMENT FOR CONSTRUCTION AND ACQUISITION OF WATER MAIN EXTENSION (APN 036-282-050)**

**WHEREAS**, Chez Santini ("Applicant") owns real property located at 1170 Howells Street, Montara, California, more particularly described as Assessor's Parcel Number 036-282-050 ("real property"); and

**WHEREAS**, Applicant submitted an application for water service by the District's water system to serve a proposed new development on the real property in accordance with the Montara Water and Sanitary District ("District") Code Section 5-3.100 ("Service Application"), which requires the financing, construction and dedication of a Main Extension beyond the District's existing facilities; and

**WHEREAS**, Applicant submitted plans, profiles and specifications for the Main Extension, which have been reviewed and approved by the District's Engineer and the District's General Manager for conformance with District's requirements under District Code Section 5-4.222; and

**WHEREAS**, pursuant to District Code Section 5-4.203, the District and the Applicant have agreed upon the terms and conditions for the Main Extension and that are included in the agreement entitled "Agreement for Construction and Acquisition of Water Main Extension" ("Agreement"); and

**WHEREAS**, the District Board desires to enter into the Agreement and approve Applicant's Service Application.

**NOW, THEREFORE**, be it resolved by the Board of the Montara Water and Sanitary District, a public agency in the County of San Mateo, California, as follows:

1. Applicant's Service Application is hereby approved subject to the terms and conditions contained in the attached form of the Agreement, which is further approved and the General Manager is authorized to execute and record the Agreement.

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President, Montara Water and Sanitary District

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING A MAIN EXTENSION AND AUTHORIZING EXECUTION OF AGREEMENT FOR CONSTRUCTION AND ACQUISITION OF WATER MAIN EXTENSION (APN 036-282-050)**

COUNTERSIGNED:

\_\_\_\_\_  
Secretary, Montara Water and Sanitary District

\* \* \* \*

I HEREBY CERTIFY that the foregoing Resolution No. \_\_\_\_ duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, County of San Mateo, California, at a Special Adjourned Meeting thereof held on the 12<sup>th</sup> day of September 2019, by the following vote:

AYES, Directors:

ABSTENTION:

NOES, Directors:

ABSENT, Directors:

\_\_\_\_\_  
Secretary, Montara Water and Sanitary District

# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Approval of the Big Wave Subdivision Agreement  
Phase I**

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## **DISCUSSION**

The County of San Mateo has approved the Coastal Development Permit (CDP) for the project known as "The Big Wave Community APN 047-311-060 and 047-312-040 PLN 2013-00451" in 2015. (APN 047-311-060 refers to the project's north parcel and 047-312-040 refers to the south parcel.) The CDP was since amended twice, most recently in 2019. The CDP as written and amended, requires Big Wave to obtain water service for domestic and fire protection from the District.

The Subdivision Agreement for Phase I includes improvements required to provide the Big Wave development on the north parcel with the fire service per the Fire District requirements. The improvements include a 12-inch-diameter water main extension from the District's Alta Vista Zone to the Big Wave north parcel. Other improvements required by the CDP and for the development of the project will be included at a future date in the Phase II agreement that would require a separate authorization by the MWSD Board.

The Applicant, Big Wave, has met all District Code requirements for this Phase I Subdivision Agreement, including the engineering review, and paid the fees required to be provided to the District prior to the Phase I agreement review by the Board. Additionally, the General Manager has determined that, at this time, it is not feasible to serve the property with recycled water due to lack of availability and because on-site wells will be used for irrigation purposes.

**RECOMMENDATION:** Adopt MWSD Board Resolution No. \_\_\_\_\_ and Authorize the Board president to sign the Big Wave Subdivision Agreement for Phase I Water Main Construction

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING A MAIN EXTENSION AND AUTHORIZING EXECUTION OF AGREEMENT FOR PHASED CONSTRUCTION AND ACQUISITION OF SUBDIVISION WATER UTILITY IMPROVEMENTS (APNS 047-311-060, 047-312-040)**

**WHEREAS**, Big Wave, LLC, a California Limited Liability Corporation ("Applicant") is constructing a subdivision and mixed-use development project known as "The Big Wave Community" on real property located in the County of San Mateo, California ("Project"), as approved by the Board of Supervisors of the County of San Mateo, Permit File Number 2013-0045, on May 19, 2015 (as subsequently amended on July 23, 2019); and

**WHEREAS**, in accordance with the Montara Water and Sanitary District ("District") Code, Applicant submitted an application for Water Service by the District's water system to serve the Project, which requires the financing, construction and dedication to the District of a Main Extension beyond the District's existing facilities for the first Phase of the Project's water utility improvements ("Phase 1 Improvements"); and

**WHEREAS**, Applicant submitted preliminary design plans and specifications of the Phase 1 Improvements titled "Big Wave Community, APN 047-311-060 and 047-312-040, Airport Street, Princeton-By-The-Sea, CA", dated December 13, 2018 as revised August 9, 2019, prepared by Sandis Civil Engineers Surveyors Planners, which have been reviewed and approved by the District's Engineer and the District's General Manager for conformance with District's requirements under District Code Section 5-4.222 ("preliminary design report"); and

**WHEREAS**, the District's Manager recommends that the District Board consider the preliminary design report and approve it as the final design report pursuant to District Code Section 5-4.206; and

**WHEREAS**, pursuant to District Code Section 5-4.207, the District and the Applicant have agreed upon the terms and conditions for the Phase 1 Improvements as approved and that are included in the agreement entitled "Agreement for Phased Construction and Acquisition of Subdivision Water Utility Improvements" ("Agreement"); and

**WHEREAS**, the District Board desires to enter into the Agreement and approve the final design report.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING A MAIN EXTENSION AND AUTHORIZING EXECUTION OF AGREEMENT FOR PHASED CONSTRUCTION AND ACQUISITION OF SUBDIVISION WATER UTILITY IMPROVEMENTS (APNS 047-311-060, 047-312-040)**

**NOW, THEREFORE**, be it resolved by the Board of the Montara Water and Sanitary District, a public agency in the County of San Mateo, California, as follows:

1. Applicant's application for water service is hereby approved subject to the terms and conditions contained in the attached draft form of the Agreement, which is further approved and the General Manager is authorized to execute and record the Agreement, subject to review and approval in final form by the District's General Counsel.

2. The final design report of the Phase 1 Improvements is hereby approved.

\_\_\_\_\_  
President, Montara Water and Sanitary District

COUNTERSIGNED:

\_\_\_\_\_  
Secretary, Montara Water and Sanitary District

\* \* \* \*

I HEREBY CERTIFY that the foregoing Resolution No. \_\_\_\_\_ duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, County of San Mateo, California, at a Special Adjourned Meeting thereof held on the 12<sup>th</sup> day of September 2019, by the following vote:

AYES, Directors:

ABSTENTION:

NOES, Directors:

ABSENT, Directors:

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE MONTARA WATER AND SANITARY  
DISTRICT APPROVING A MAIN EXTENSION AND  
AUTHORIZING EXECUTION OF AGREEMENT FOR PHASED  
CONSTRUCTION AND ACQUISITION OF SUBDIVISION WATER  
UTILITY IMPROVEMENTS (APNS 047-311-060, 047-312-040)**

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Secretary, Montara Water and Sanitary District



**RECORDING REQUESTED BY,  
AND WHEN RECORDED, MAIL TO:**

Montara Water and Sanitary District  
c/o David E. Schricker, Attorney  
Law Offices of David E. Schricker, P.C.  
563 S. Murphy Ave.  
Sunnyvale, CA 94086

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES  
PURSUANT TO GOV. CODE SEC. 6103

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**AGREEMENT FOR PHASED CONSTRUCTION AND  
ACQUISITION OF SUBDIVISION WATER UTILITY IMPROVEMENTS**  
(APNS 047-311-060, 047-312-040)

**THIS AGREEMENT**, made and entered as of \_\_\_\_\_, \_\_\_\_ by and between the **MONTARA WATER AND SANITARY DISTRICT**, a public agency in the County of San Mateo, California (“District”) and **Big Wave, LLC**, a California Limited Liability Corporation (“Applicant”);

**WITNESSETH:**

**WHEREAS**, Applicant is the fee owner of the real property located in unincorporated San Mateo County, California, described in Exhibit “A” hereof, incorporated herein by this reference, (“Property;” also designated by Assessor’s Parcel Numbers 047-311-060 and 047-312-040); and

**WHEREAS**, the County of San Mateo, California (“County”) has approved a final subdivision map of the Property entitled, “Big Wave Subdivision Map No. 945” and a Parcel Map entitled, “Parcel Map No. 1128 Lands of Big Wave Group”, copies of which are marked Exhibit “B” and Exhibit “B-1” hereof, respectively, incorporated herein by this reference; and

**WHEREAS**, the subdivision of the Property provides for development of the Property as an office park including office, industrial and storage uses, and a wellness

center consisting of affordable housing and associated uses for developmentally disabled adults (collectively, the “Project”); and

**WHEREAS**, the County’s entitlements issued to Applicant for the Project as set forth in County’s “Revised Findings and Conditions of Approval” dated July 23, 2019 include , among others, Condition 73, a copy of which is marked Exhibit “C” hereof, incorporated herein by this reference; and

**WHEREAS**, Condition 73 sets forth a timeline for construction of the Project extending fifteen years to completion; and

**WHEREAS**, the Property lies within District’s water utility service area; and

**WHEREAS**, in light of the aforesaid timeline and attendant development variables, water system infrastructure for the Project shall be constructed in Phases; and

**WHEREAS**, Applicant has applied for a permit for construction of the first Phase of the water utility improvements to serve the Project (“Phase 1 Improvements”), consisting of the extension of the District’s water main located in Airport Street to the Property’s northwesterly border corner, as more particularly described in the Construction Documents hereinafter described and defined; and

**WHEREAS**, Applicant submitted a preliminary design approved by District’s General Manager pursuant to District Code Section 5-4.205 and a final design report approved by District’s governing Board (“Board”) pursuant to District Code Section 5-4.206 for the Phase 1 Improvements; and

**WHEREAS**, Applicant has submitted plans, profiles, drawings and specifications for the Phase 1 Improvements which have been approved by District’s General Manager for conformance with District’s requirements under District Code Section 5-4.222; and

**WHEREAS**, this Agreement is entered into pursuant to District Code Section 5-4.207;

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. Phase 1 Improvements.** Applicant shall, at Applicant’s own cost and expense, construct or provide for the construction of the Phase 1 Improvements pursuant to District Code Section 5-4.207 and furnish all the materials, equipment,

machinery, vehicles and perform all labor, and do all other work necessary to complete the construction in strict accordance with Applicant's plans, profiles, drawings and specifications entitled "Big Wave Community, APN 047-311-060 and 047-312-040, Airport Street, Princeton-By-The-Sea, CA", dated December 13, 2018 and revised August 9, 2019, prepared by Sandis Civil Engineers Surveyors Planners, and District's Standard Specifications, the applicable provisions of which are incorporated herein by this reference. If a conflict exists between Applicant's documents and District's Standard Specifications for a particular portion or component of the Phase 1 Improvements, District's Standard Specifications shall govern to the extent of such conflict.

(Collectively, Applicant's aforesaid documents and District's Standard Specifications are hereinafter referred to as the "Phase 1 Construction Documents").

Applicant shall complete construction of the Phase 1 Improvements subject to such exceptions and time extensions as may be allowed under Paragraph 12 (Force Majeure) or otherwise approved for good cause by District's Water Engineer.

**2. Inspection.** Applicant hereby grants District, its officers, employees, consultants, agents and designees the right and permission to enter upon the Property and the construction site or sites of the Phase 1 Improvements to inspect the work of construction and to test or observe the testing of said improvements to ensure that they are constructed in accordance with the Phase 1 Construction Documents, applicable provisions of District's Code and otherwise conform to the conditions for approval and acceptance of the Phase 1 Improvements by District. District's representative shall give not less than two working days advance notice to gain access to the construction site(s) during normal working hours unless otherwise arranged by the Parties. District's representative shall be accompanied by a representative of Applicant.

**3. Property Interests.** Prior to commencing construction of the Phase 1 Improvements, Applicant shall acquire title, license or other sufficient property interest(s) to all properties not owned or possessed by Applicant as of the date hereof that are necessary or appropriate for said construction and ultimately for conveyance of title to District upon District's acceptance of the Phase 1 Improvements, excluding any property located in a public right of way. Applicant shall submit to District for review deed(s) of easement(s), or other evidence(s) of property interest(s) title to which is

vested in Applicant and is otherwise sufficient and free of encumbrances or claims by others to allow for the construction of the Phase 1 Improvements and conveyance of title thereto to District upon District's acceptance of the Phase 1 Improvements and for District's right of entry pursuant to Paragraph 2. Applicant shall, prior to commencement of construction of the Phase 1 Improvements, obtain and provide District with a copy of a title report or reports for the Property and such other properties that are necessary or appropriate for said construction and ultimately for conveyance of title to District upon District's acceptance of the Phase 1 Improvements.

Applicant shall convey title to the Phase 1 Improvements and appurtenances to District pursuant to District Code Section 5-4.213 free and clear of any encumbrances, except such encumbrances as may expressly be accepted by District in writing. Such easements or other interests shall include, without limitation, the right to operate, maintain, repair, replace (in the original or any other size), construct and install a water main or mains, meters, laterals, fire hydrants, pumps, valves, connections and appurtenances thereto. Applicant agrees and covenants that, prior to execution of such conveyances, Applicant shall not convey to any other person or entity or entities the same interest or any other interest that may conflict with the interest or interests to be conveyed to District. Title to the Phase 1 Improvements and associated easements or other requisite property interests (as determined by District) shall vest absolutely in District upon District's acceptance thereof. Conveyance of title to District shall be conducted through escrow acceptable to District. All conveyancing costs including, without limitation, costs of preparing documents, escrow, title insurance for the benefit of District, and recordation shall be borne by Applicant. All deeds or other form of conveyancing documents described above shall be subject to approval by District's legal counsel.

**4. Security.** Prior to commencing construction of the Phase 1 Improvements, Applicant shall file with District's General Manager a bond securing the faithful performance by Applicant of the construction of the Improvements and Applicant's obligations hereunder within the time herein specified. The amount of the security shall be \_\_\_\_\_ and No One Hundredths Dollars

(\$\_\_\_\_\_00). The bond shall conform to the requirements of Government Code Section 66499.1 and District Code Section 5-4.208.

Likewise prior to commencing construction of the Improvements, Applicant shall file with District's General Manager a payment bond securing payment by Applicant of all costs for labor and materials incurred in the construction of the Phase 1 Improvements and all other work herein agreed to be performed by Applicant. The amount of the security shall be \_\_\_\_\_ and No One Hundredths Dollars (\$\_\_\_\_\_00). The bond shall conform to the requirements of Government Code Section 66499.2 and District Code Section 5-4.209.

The aforementioned security shall include, in addition to the principal amounts, guarantee of the payment of costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by District in the event of successful enforcement of such security. All bonds shall be issued by California admitted sureties.

**5. Reimbursement; Deposits for District's Costs.** The Parties acknowledge that Applicant has deposited with District the total sum of Fifty-four Thousand Four Hundred Six dollars and 25/100 cents (\$54,406.25) (the "Initial Deposit"), receipt of which is hereby acknowledged by District. The Parties agree that the Initial Deposit has compensated District for costs incurred in reviewing Applicant's water system proposals for development of the Property and portions of the preliminary design of said system prior to entering into this Agreement as of January 31, 2019.

Upon execution hereof, Applicant shall replenish the Initial Deposit with an additional deposit ("Supplemental Deposit") in the amount of ten thousand dollars (\$10,000.00), to compensate the District for costs incurred in reviewing Applicant's water system proposals for development of the Property and portions of the preliminary and final design of said system prior to entering into this Agreement from and after January 31, 2019. If District's estimated costs for further processing Applicant's application and reviewing related documents at any time exceeds the Supplemental Deposit or replenishments thereof, Applicant shall deposit additional amounts upon written demand by District. The Supplemental Deposit and replenishments shall be used by District, in accordance with District Code Sections 5-3.200, 5-3.203, 5-3.208, 5-3.209 and 5-4.214 to pay for its costs in administering this Agreement and carrying out

its duties regarding construction and acceptance of the Improvements including costs of reviewing the Phase 1 Construction Documents, costs incidental to inspection of the construction of the Phase 1 Improvements, administrative, engineering and legal services costs and other costs and expenses incurred by District pursuant to the aforesaid District Code Sections and Applicant's obligations under this Agreement.

If the Supplemental Deposit is insufficient to pay all such estimated costs and expenses, District shall notify Applicant in writing thereof, whereupon Applicant shall replenish the deposit in the amount estimated by District that is necessary to cover District's remaining estimated costs and expenses. If such insufficiency occurs, District shall not be obligated to perform any further services hereunder or under the District Code unless and until a replenishment deposit is made. Upon completion of the construction of the Phase 1 Improvements, Applicant shall pay any additional costs and expenses of District not covered by the Supplemental Deposit and, if applicable, replenishments thereof, prior to acceptance of the Phase 1 Improvements by District. District shall refund to Applicant any balance of the deposit(s) remaining after acceptance of said Improvements.

District shall provide an accounting for all time spent performing services described above and provide documentation to Applicant to verify charges. All charges shall be customary and reasonable.

**6. Hold Harmless.** Applicant shall protect, indemnify, and hold harmless District, its governing board, committees, officers, employees, agents and consultants (collectively, "Indemnitees") from and against any and all liabilities, losses, damages, claims, expenses, causes of action and judgments, including reasonable attorneys' fees, arising out of or attributable to Applicants' performance or failure to perform under this Agreement including, without limitation, any accident, occurrence or incident related to the construction of the Phase 1 Improvements, or the negligent performance of, or failure to perform, any other responsibility of Applicant hereunder. Applicant shall also protect, indemnify, and hold harmless Indemnitees from and against any and all liability related to the use of any copyrighted material in the Phase 1 Construction Documents or the use of any patent or patented article or process by Applicant in the construction of said Improvements. Applicant's duty to defend and indemnify includes the responsibility

to provide legal representation, the selection of whom shall be subject to District's approval.

Applicant's obligation to indemnify, hold harmless and defend District shall extend to injuries to persons including, without limitation, death, and damages to property including, without limitation, loss of use thereof and alleged taking of property resulting from the design or construction of the Phase 1 Improvements, and shall likewise extend to adjacent property owners asserting claims based upon the design or construction of the Phase 1 Improvements. District's acceptance of the Phase 1 Improvements shall not constitute an assumption by District of any responsibility or liability for any damage(s) or alleged taking of property. District shall not be responsible or liable for the design or construction of the Phase 1 Improvements or for the subdivision that includes said Improvements. After District's acceptance of the Phase 1 Improvements, Applicant shall remain obligated to correct or eliminate all dangerous conditions created by defects in design or construction; provided, that Applicant shall not be responsible for routine maintenance. Applicant acknowledges and agrees that Applicant shall be responsible and liable for the design and construction of the Phase 1 Improvements and any other work done pursuant to this Agreement, and District shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying the Phase 1 Construction Documents or in inspecting, reviewing or approving any work related to construction of said Improvements. Applicant's Improvement security shall not be required to secure Applicant's obligations under this Paragraph beyond the one-year guarantee and warranty period described in Paragraph 10. If, in any judicial proceedings in which statutory immunity under the Tort Claims Act (Government Code §810, et seq.) is asserted by or for District, or its officers, employees, agents or consultants and such immunity is determined by a court of competent jurisdiction to be inapplicable or unavailable to immunize District, or its officers, employees, agents or consultants, from liability for any alleged acts or omissions, then the rights or obligations of indemnification hereunder shall be governed by principles of comparative fault.

**7. Insurance.** Applicant shall obtain and maintain in full force and effect during the term of this Agreement, at Applicant's cost, a comprehensive general liability

insurance policy naming District, its governing board, commissions, committees, officers, agents, and employees (collectively, "District's Insureds") as insureds or additional insureds, insuring them against liability for personal injury (including death) and property damage (including loss of use) arising out of the construction of the Phase 1 Improvements or from Applicant's performance or failure to perform Applicant's obligations under this Agreement. Said insurance shall be in the minimum limits of \$1,000,000 for personal injuries to, or death of, any one person, \$3,000,000 for personal injuries or death arising out of any one occurrence and \$1,000,000 for property damage arising out of any one occurrence. Said insurance shall expressly insure against contractual liability assumed by Applicant under this Agreement.

The foregoing policies or endorsements thereto shall provide that: (i) the insurer shall notify District in writing thirty (30) days in advance of the insurer's intention to cancel or materially change the terms of said policy or policies, (ii) coverage for District's Insureds shall be severable from that of other insureds if the insurance covers Applicant, another entity or person(s) in addition to District's Insureds (cross liability or severability of interest provision) and (iii) such insurance shall be primary regarding District's Insureds and that any insurance or self-insurance maintained by District shall be excess of Applicant's insurance, and not contributory with it. Upon execution of this Agreement Applicant shall file with District's General Manager copies of the policies or the policies' declaration page(s) or information page(s) with such endorsements that show compliance with all of the requirements of this Paragraph, together with a certificate or certificates of the insurance.

**8. Acceptance.** Construction of the Phase 1 Improvements in conformance with the Phase 1 Construction Documents and the provisions of Chapter V, Article 4, Division 2 ("Extension of Facilities") of the District Code shall be subject to the approval of District's Water System Engineer. Upon completion of the construction in full compliance with this Agreement and upon recommendation of said Engineer, District shall accept the Phase 1 Improvements. Upon acceptance, Applicant shall furnish District with a complete set of the Phase 1 Construction Documents and drawings showing the Phase 1 Improvements in their actual or "as built" condition and location.

**9. Improvement Agreement; Future Phases.**



(a) Phase 1 Improvements. This Agreement serves as an “Improvement Agreement” for the Phase 1 Improvements agreed to by and between the Parties in compliance with Government Code Section 66462 and District Code Section 5-4.207 in accordance with the Subdivision Map Act (Gov. Code §66410 et seq.). In furtherance thereof Applicant has submitted a preliminary design approved by District’s General Manager pursuant to District Code Section 5-4.205, a final design report approved by District’s Board pursuant to District Code Section 5-4.206, and plans, profiles, drawings and specifications approved by District’s General Manager pursuant to District Code Section 5-4.222. This agreement was approved by District’s Board on \_\_\_\_\_, 20\_\_.

(b) Future Phases. Future phases of the water utility improvements to serve the Project shall be described and provision for construction thereof shall be set forth in supplements or amendments to this Agreement or by separate agreement(s) as the Parties shall agree. Supplements or amendments may incorporate by reference applicable provisions of this Agreement with appropriate revisions. Such supplements or amendments shall be subject to District’s Board approval and the improvements described therein shall be subject to compliance with District Code Sections 5-4.205, 5-4.206 and 5-4.4.222.

**10. Guarantee of Workmanship and Materials.** Applicant agrees that, if within a period of one (1) year after acceptance of the Phase 1 Improvements or upon beneficial use of said Improvements, the Improvements or any part or component thereof fails to fulfill any of the requirements of this Agreement, or of the Phase 1 Construction Documents, District’s Standard Specifications and the provisions of Chapter V, Article 4, Division 2 (“Extension of Facilities”) of the District Code, Applicant shall, upon written notice from District directing the work to be done, without delay and without any cost to District, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Phase 1 Improvements. If Applicant fails to act promptly to make such repair, replacement, or reconstruction, or otherwise to act in accordance with the requirement to repair, replace, or reconstruct, or should the exigencies of the case require that repair, replacement, or reconstruction be made before Applicant has been notified, District may, at its option, make the necessary

repair, replacement, or reconstruction or perform the necessary work, and Applicant shall pay to District the actual cost of thereof plus fifteen percent (15%).

**11. Security to Insure Guarantee.** Applicant agrees, as a condition precedent to District's acceptance of the Phase 1 Improvements, to submit to District a bond, cash deposit or equivalent in the amount of ten percent (10%) of the costs of construction of the Phase 1 Improvements guaranteeing and securing to District Applicant's compliance with the provisions of Paragraph 10 for a period of one (1) year after acceptance of the Phase 1 Improvements by District. Applicant shall provide District copies of all invoices for and proof of payment of the costs of construction of the Phase 1 Improvements concurrently with submittal of the bond or cash deposit.

**12. Force Majeure.** Applicant shall not be in default of any provision of this Agreement where timely performance or timely compliance thereof is prevented by acts of God, including natural disasters, or unusually inclement weather, civil emergencies, inability to obtain materials (except for such inability occasioned by the act, or failure to act, of Applicant), unanticipated change in governmental regulations, labor strike or disturbance (except that pertaining to Applicant's employees or agents) or similar acts which are beyond Applicant's reasonable ability to control; provided, that Applicant shall be obligated to perform or comply within a reasonable time after the event or action which precluded Applicant's timely performance no longer exists.

**13. Independent Contractor.** Neither Applicant, nor any of Applicant's agents or contractors are, or shall be, agents or employees of District in connection with the performance of Applicant's obligations under this Agreement. Applicant is, and shall be, an independent contractor hereunder.

**14. Separate Agreement - General Obligation Bonds.** The Parties acknowledge that District issued general obligation bonds in 2003 ("Series 2003 Bonds") and that the Series 2003 Bonds were refunded in 2012 ("Series 2012 Bonds"), the latter of which superseded the Series 2003 Bonds, and that the proceeds of the Bonds were used to pay for acquisition of District's water system and subsequent improvements thereto. The Parties further acknowledge that, as general obligation bonds, installments of interest and principal ("Debt Service") to retire the debt created by the Bonds are funded by ad valorem taxes levied by the County of San Mateo

("County") upon all property subject to taxation within District's boundaries. The Parties further acknowledge that the Property is located outside of District's corporate limits and that upon Applicant's request, District applied to, and obtained authorization from, County's Local Agency Formation Commission and County to serve the Property extraterritorially.

In consideration of receiving the benefits of service from District's water system acquired and improved by proceeds of the Bonds and for other good consideration, receipt of which is hereby acknowledged, Applicant agrees that the Property shall be subject to the lien of the Bonds and to ad valorem taxation for payment of the Debt Service for the Bonds. Said agreement shall be memorialized in a separate written agreement between the Parties executed as of even date with this Agreement, which separate agreement shall be submitted by District to County's Clerk-Recorder for recordation in County's Official Records. District shall likewise notify County's Treasurer-Tax Collector of said agreement and of the lien created thereby.

**15. Assignability.** Applicant may assign this Agreement subject to District's prior written approval and to such reasonable conditions and covenants that District may require in order to effectuate the purposes of this Agreement.

**16. Successors.** The rights and obligations of the Parties hereunder shall inure to the benefit of, and be binding upon, their respective successors, assigns, administrators and heirs.

**17. Joint and Several.** If Applicant, as named above, consists of two or more persons or entities (irrespective of whether the form of such entity or entities is corporate, partnership, association or other form), the obligations and responsibilities under this Agreement of are joint and several among said persons or entities.

**18. Recordation.** Either Party hereto may submit this Agreement or a memorandum thereof to the San Mateo County Clerk-Recorder for recordation in County's Official Records.

**19. Attorneys' Fees.** If suit is brought by one Party against the other for damages or otherwise to enforce the provisions of this Agreement, the prevailing Party shall recover costs of suit including reasonable fees of expert witnesses and reasonable attorneys' fees. Notwithstanding the foregoing, the Parties shall participate in non-

binding mediation prior to litigation and evenly divide the cost of mediation. Each Party shall pay its own attorney's fees incurred in mediation.

**20. Paragraph Headings.** Paragraph headings used herein are for convenience of reference, and shall not be deemed to amend or alter the contents of the paragraphs headed thereby.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first hereinabove written.

**MONTARA WATER AND SANITARY DISTRICT**, a public agency ("District")

By: \_\_\_\_\_  
General Manager

**Big Wave, LLC**, a California Limited Liability Corporation ("Applicant")

By: \_\_\_\_\_  
Its \_\_\_\_\_  
(Insert title)

DRAFT

(Property Description)

Exhibit A

DRAFT

(Big Wave Subdivision Map No. 945)

Exhibit B

(Big Wave Parcel Map No. 1128)

Exhibit B-1

Exhibit C

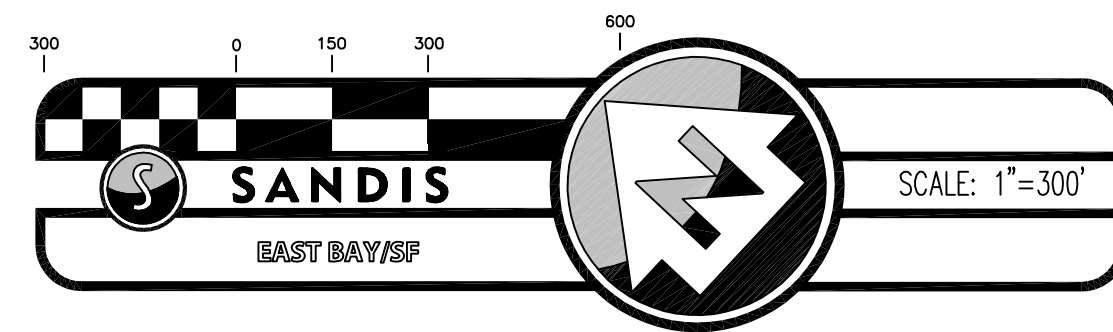
**Big Wave North Parcel Alternative Project  
County of San Mateo Letter of Decision Dated July 23, 2019  
Condition of Approval No. 73**

*Insert No. 73 from County revised findings and conditions of approval adopted July 23, 2019.*

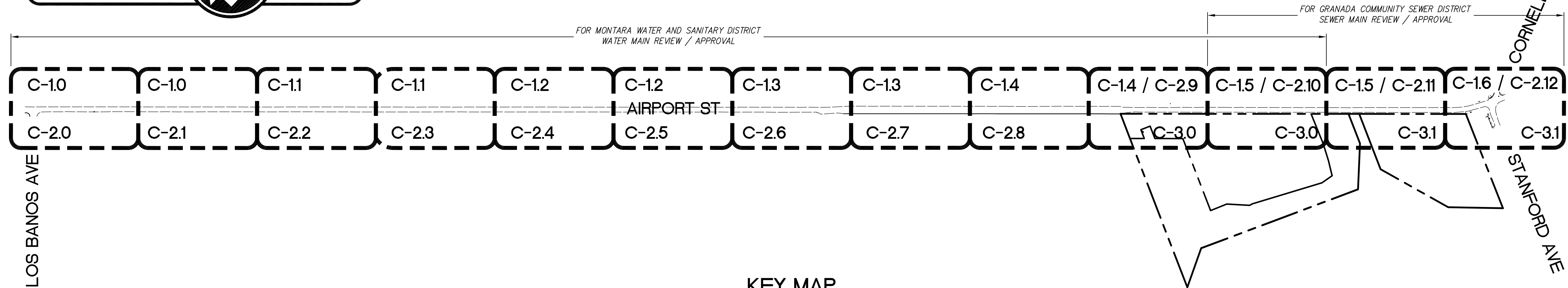
# BIG WAVE COMMUNITY

## APN 047-311-060 AND 047-312-040

### AIRPORT STREET, PRINCETON-BY-THE-SEA, CA



## HALF MOON BAY AIRPORT



KEY MAP  
SCALE: 1"=300'

### BASIS OF BEARINGS

THE BEARING S43°00'00"E, TAKEN ON THE SOUTHWESTERLY LINE OF AIRPORT STREET AS SHOWN ON THAT RECORD OF SURVEY FIELD IN VOLUME 19 OF LLS AT PAGES 14-16, SAN MATEO COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

### BENCHMARK

TOP OF 4" X 4" X 2.7" HIGH CONCRETE POST.  
ELEVATION = 18.51' (NGVD)

### PROJECT DESCRIPTION

PUBLIC IMPROVEMENTS IN SUPPORT OF THE BIG WAVE DEVELOPMENT. THIS INCLUDES CONSTRUCTION OF WATER AND SANITARY SEWER MAIN EXTENSIONS AND DRIVEWAYS FOR FUTURE ON-SITE DEVELOPMENT. THE WATER MAIN WILL BE OWNED AND OPERATED BY MONTARA WATER AND SANITARY DISTRICT. THE SANITARY SEWER MAIN WILL BE OWNED AND OPERATED BY GRANADA COMMUNITY SERVICES DISTRICT.



### UNAUTHORIZED CHANGES AND USES

**CAUTION:** The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of the plans.

Construction contractor agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours and construction contractor further agrees to defend, indemnify and hold design professional harmless from any and all liability, real or alleged in connection with the performance of work on this project, excepting liability arising from sole negligence of design professional.

### SHEET INDEX

	WATER REVIEW - MONTARA WATER AND SANITARY DISTRICT	SEWER REVIEW - GRANADA COMMUNITY SERVICES DISTRICT	FRONTAGE IMPROVEMENTS REVIEW - COUNTY OF SAN MATEO
<b>CIVIL</b>			
C-0.1	COVER SHEET	X	X
C-0.2	NOTES, LEGEND, AND ABBREVIATIONS	X	X
C-0.3	CONSTRUCTION NOTES AND LEGEND	X	X
C-0.4	HORIZONTAL CONTROL PLAN	X	X
C-1.0	TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)	X	
C-1.1	TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)	X	
C-1.2	TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)	X	
C-1.3	TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)	X	
C-1.4	TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)	X	X
C-1.5	TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)	X	X
C-1.6	TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)	X	X
C-2.0	UTILITY PLAN AND PROFILE	X	
C-2.1	UTILITY PLAN AND PROFILE	X	
C-2.2	UTILITY PLAN AND PROFILE	X	
C-2.3	UTILITY PLAN AND PROFILE	X	
C-2.4	UTILITY PLAN AND PROFILE	X	
C-2.5	UTILITY PLAN AND PROFILE	X	
C-2.6	UTILITY PLAN AND PROFILE	X	
C-2.7	UTILITY PLAN AND PROFILE	X	
C-2.8	UTILITY PLAN AND PROFILE	X	
C-2.9	UTILITY PLAN AND PROFILE	X	X
C-2.10	UTILITY PLAN AND PROFILE	X	X
C-2.11	UTILITY PLAN AND PROFILE	X	X
C-2.12	UTILITY PLAN AND PROFILE	X	X
C-3.0	SITE AND GRADING PLAN STA: 64+00 TO STA: 76+00		X
C-3.1	SITE AND GRADING PLAN STA: 76+00 TO STA: 85+50		X
C-5.0	CONSTRUCTION DETAILS	X	X
C-5.1	CONSTRUCTION DETAILS	X	X
C-5.2	CONSTRUCTION DETAILS	X	X
C-5.3	CONSTRUCTION DETAILS	X	X
C-5.4	CONSTRUCTION DETAILS	X	X
<b>STRUCTURAL</b>			
SO.1	GENERAL NOTES AND ELEVATIONS		X
SI.0	SITE PLAN		X
SS.0	DETAILS		X

### PROJECT DIRECTORY

#### OWNER:

BIG WAVE, LLC  
P.O. BOX 1901  
EL GRANADA, CA 94018

#### CIVIL

SANDIS  
636 9TH STREET  
OAKLAND, CA 94607  
Ph.: (510) 873-8866

#### STRUCTURAL ENGINEER

UNIVERSAL STRUCTURAL ENGINEERS, LLC  
1600 S. AMPHLETT BLVD. SUITE 335  
SAN MATEO, CA 94402  
Ph.: (650) 312-9299

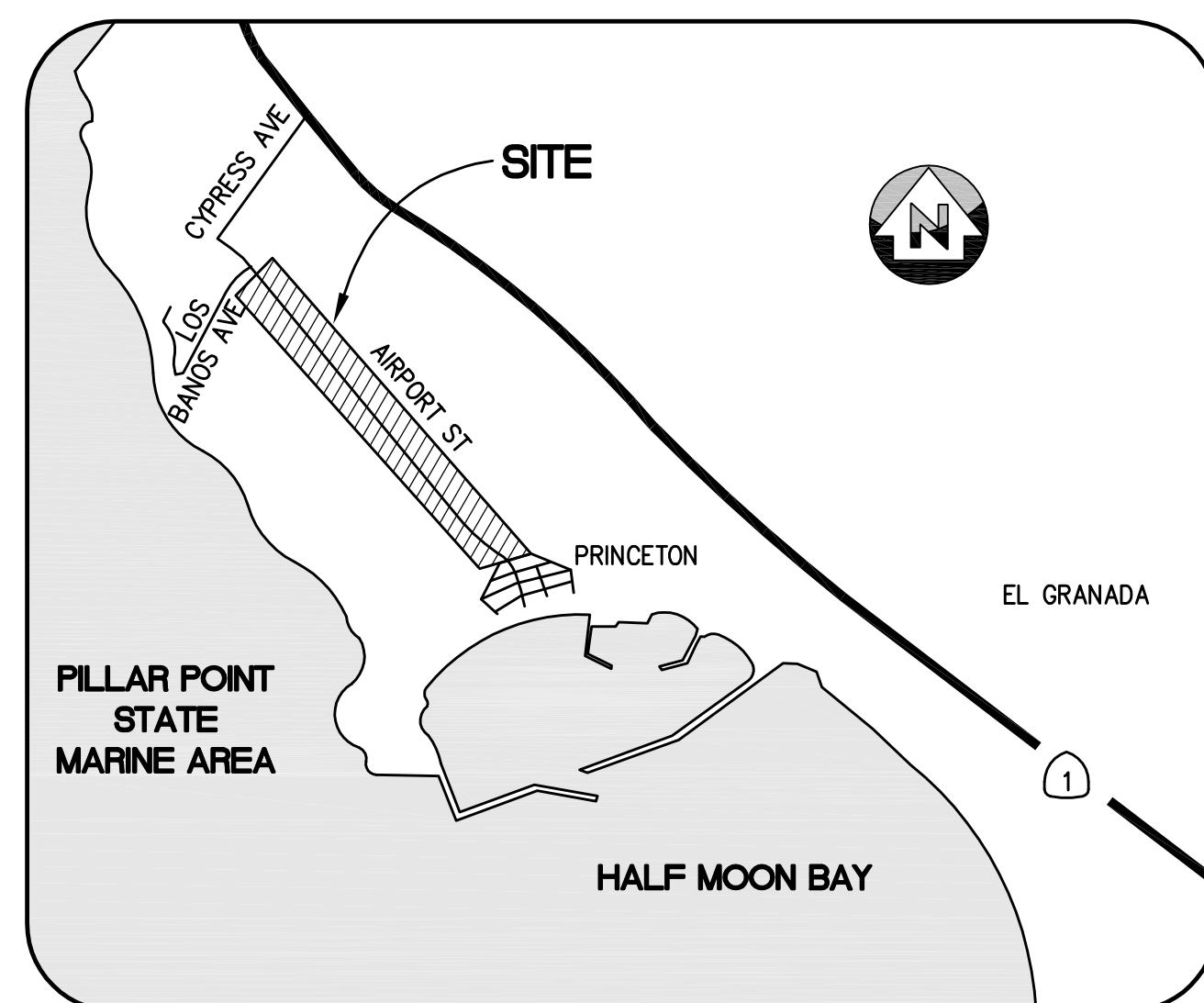
GRANADA COMMUNITY SERVICES DISTRICT PLANS APPROVAL DATE

MONTARA WATER AND SANITARY DISTRICT PLANS APPROVAL DATE

COUNTY OF SAN MATEO PLANS APPROVAL DATE

\*\* COASTAL TRAIL AND DRAINAGE CROSSING NOT INCLUDED WITH THIS PERMIT SUBMITTAL. THESE IMPROVEMENTS WILL BE SUBMITTED AS A SEPARATE PERMIT AT A LATER DATE.

NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM INCLUDING PHOTOCOPY, RECORDING OR ANY INFORMATION RETRIEVABLE AND STORAGE SYSTEM, WITHOUT PERMISSION IN WRITING FROM SANDIS.



VICINITY MAP  
N.T.S.



636 Ninth Street | Oakland, CA 94607 | P. 510.873.8866 | www.sandis.net

SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

DATE: 12/13/18  
SCALE: N.T.S.  
DRAWN BY: RAB/SEC  
APPROVED BY: MAK  
DRAWING NO.: 616040

DATE: \_\_\_\_\_  
MICHAEL A. KUYKENDALL  
R.C.E. NO. 70870, EXPIRES 6-30-19

No.	REVISION	DATE	BY
01	MWSD RESUBMITTAL	08/09/19	MAK

BIG WAVE

PRINCETON-BY-THE-SEA

CALIFORNIA

COVER SHEET

SHEET  
**C-0.1**  
OF 32 SHEETS







**COUNTY OF SAN MATEO  
CONDITIONS OF APPROVAL (COA) NOTES:**

1. PER CONDITION 4 b.  
THE CONTRACTOR SHALL IMPLEMENT A DUST CONTROL PROGRAM WITH THE FOLLOWING MEASURES:  
  
b. MITIGATION MEASURE AQ-2: CONSTRUCTION EMISSIONS.  
  
THE PROPERTY OWNER(S) SHALL REQUIRE ALL GRADING AND CONSTRUCTION CONTRACTOR(S) TO IMPLEMENT A DUST CONTROL PROGRAM. THE PROGRAM SHALL BE APPLIED TO ALL CONSTRUCTION ACTIVITIES INVOLVING GRADING, EXCAVATION, AND USE OF UNPAVED AREAS FOR STAGING, EXTENSIVE HAULING OF MATERIALS, OR BUILDING DEMOLITION. THE DUST CONTROL PROGRAM SHALL INCLUDE THE FOLLOWING MEASURES:  
  - WATER ALL ACTIVE CONSTRUCTION AREAS AT LEAST TWICE DAILY.
  - COVER ALL TRUCKS HAULING SOIL, SAND, AND OTHER LOOSE MATERIALS OR REQUIRE ALL TRUCKS TO MAINTAIN AT LEAST 2 FEET OF FREEBOARD.
  - PAVE, APPLY WATER THREE TIMES DAILY, OR APPLY (NON-TOXIC) SOIL STABILIZERS ON ALL UNPAVED ACCESS ROADS, PARKING AREAS, AND STAGING AREAS AT CONSTRUCTION SITES.
  - SWEEP DAILY (WITH WATER SWEEPERS) ALL PAVED ACCESS ROADS, PARKING AREAS, AND STAGING AREAS AT CONSTRUCTION SITES.
  - SWEEP STREETS DAILY (WITH WATER SWEEPERS) IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PUBLIC STREETS.
  - HYDROSEED OR APPLY (NON-TOXIC) SOIL STABILIZERS TO INACTIVE CONSTRUCTION AREAS (PREVIOUSLY GRADED AREAS INACTIVE FOR 10 DAYS OR MORE).
  - ENCLOSE, COVER, WATER TWICE DAILY, OR APPLY (NON-TOXIC) SOIL BINDERS TO EXPOSED STOCKPILES (DIRT, SAND, ETC.).
  - LIMIT TRAFFIC SPEEDS ON UNPAVED ROADS TO 15 MILES PER HOUR (MPH).
  - INSTALL SANDBAGS OR OTHER EROSION CONTROL MEASURES TO PREVENT SILT RUNOFF TO PUBLIC ROADWAYS.
  - REPLANT VEGETATION IN DISTURBED AREAS AS QUICKLY AS POSSIBLE.
  - INSTALL WHEEL WASHERS OR WASH OFF THE TIRES OR TRACKS OF ALL TRUCKS AND EQUIPMENT LEAVING THE SITE.
  - LIMIT THE AREA SUBJECT TO EXCAVATION, GRADING, AND OTHER CONSTRUCTION ACTIVITY AT ANY ONE TIME.
  - IDLING TIMES SHALL BE MINIMIZED EITHER BY SHUTTING EQUIPMENT OFF WHEN NOT IN USE OR REDUCING THE MAXIMUM IDLING TIME TO 5 MINUTES (AS REQUIRED BY THE CALIFORNIA AIRBORNE TOXICS CONTROL MEASURE TITLE 13, SECTION 2485 OF CALIFORNIA CODE OF REGULATIONS). CLEAR SIGNAGE SHALL BE PROVIDED FOR CONSTRUCTION WORKERS AT ALL ACCESS POINTS.
  - POST A PUBLICLY VISIBLE SIGN WITH THE NAME AND TELEPHONE NUMBER OF THE CONSTRUCTION CONTRACTOR AND SAN MATEO COUNTY STAFF PERSON TO CONTACT REGARDING DUST COMPLAINTS. THIS DESIGNATED CONSTRUCTION CONTRACTOR STAFF MEMBER SHALL RESPOND AND TAKE CORRECTIVE ACTION WITHIN 48 HOURS. THE PUBLICLY VISIBLE SIGN SHALL ALSO INCLUDE THE CONTACT PHONE NUMBER FOR THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT ("BAQMD") TO ENSURE COMPLIANCE WITH APPLICABLE REGULATIONS.
2. PER CONDITION 4 j.  
ALL DEVELOPMENT SHALL TEMPORARILY CEASE IN AREAS WHERE SUBSURFACE ARCHEOLOGICAL RESOURCES ARE ENCOUNTERED DURING THE COURSE OF GRADING AND/OR EXCAVATION. UNTIL A COUNTY APPROVED QUALIFIED ARCHEOLOGIST HAS PROPERLY ASSESSED THE DISPOSITION OR THE RESOURCES FOUND.
3. PER CONDITION 4 k.  
A COUNTY APPROVED PALEONTOLOGIST SHALL MONITOR GROUND DISTURBING ACTIVITIES IN NATIVE SOIL. IN THE EVENT THAT PALEONTOLOGICAL RESOURCES ARE DISCOVERED DURING GRADING AND/OR EXCAVATION, THE MONITOR SHALL BE EMPOWERED TO TEMPORARILY HALT OR DIVERT CONSTRUCTION IN THE IMMEDIATE VICINITY OF THE DISCOVERY WHILE THE PALEONTOLOGICAL RESOURCES ARE EVALUATED FOR SIGNIFICANCE.
4. PER CONDITION 4 g.  
THE GEOTECHNICAL ENGINEER SHALL REVIEW AND APPROVE THE FINAL GRADING, DRAINAGE PLANS AND SPECIFICATIONS. UPON COMPLETION OF CONSTRUCTION ACTIVITIES, THE GEOTECHNICAL ENGINEER SHALL PROVIDE A FINAL STATEMENT INDICATING WHETHER THE WORK WAS PERMITTED IN ACCORDANCE WITH THE PLAN, SPECIFICATIONS AND GEOTECHNICAL RECOMMENDATIONS.
5. PER CONDITION 4 a.b.  
a.b. MITIGATION MEASURE NOISE-1: CONSTRUCTION NOISE.  
THE CONSTRUCTION CONTRACTOR SHALL IMPLEMENT MEASURES TO REDUCE THE NOISE LEVELS GENERATED BY CONSTRUCTION EQUIPMENT OPERATING AT THE PROJECT SITE DURING PROJECT GRADING AND CONSTRUCTION PHASES.
6. PER CONDITION 4 a.c.  
a.c. MITIGATION MEASURE PS-1: POLICE SERVICES.  
THE PROPERTY OWNER(S) SHALL PROVIDE ON-SITE MANNED SECURITY WITH CLEAR LINES AND RELIABLE MEANS OF COMMUNICATION TO LAW ENFORCEMENT, FIRE AND EMERGENCY MEDICAL RESPONSE, FOR THE LIFE OF EACH PROJECT.
7. PER CONDITION 4 a.d.  
a.d. MITIGATION MEASURE PS-2a: FIRE PROTECTION SERVICES.  
WHEN THERE ARE PARTIAL CLOSURES, ROADBLOCKS, OR ENCROACHMENTS TO STREETS SURROUNDING THE PROJECT SITE DURING THE GRADING AND CONSTRUCTION PERIODS, FLAGMEN SHALL BE UTILIZED TO FACILITATE THE TRAFFIC FLOW.
8. PER CONDITION 4 a.f.  
ALL STAGING DURING CONSTRUCTION SHALL OCCUR ON-SITE.
9. PER CONDITION 4 a.f.  
a.f. MITIGATION MEASURE TRANS-8: CONSTRUCTION.  
ALL GRADING AND CONSTRUCTION TRAFFIC SHALL BE SCHEDULED DURING NON-COMMUTE HOURS (WEEKDAYS 7:00 A.M. TO 9:00 A.M. AND 3:00 P.M. TO 8:00 P.M.) AND SHALL AVOID USING CYPRESS AVENUE. VEHICLES CARRYING EXTRA WIDE AND/OR LONG LOADS (INCLUDING SCRAPERS, EXCAVATORS, CAT CRAWLERS AND EXTENDED LIFT TRUCKS) SHALL ACCESS THE SITE BETWEEN 9:00 P.M. AND MIDNIGHT AND BETWEEN 11:00 A.M. AND 2:00 P.M. ONLY, USING THE FOLLOWING ROUTE TO AND FROM THE PROJECT SITES: CAPISTRANO ROAD-PROSPECT WAY-BROADWAY-CALIFORNIA AVENUE-CORNELL AVENUE-AIRPORT STREET.

10. PER CONDITION 4 a.f.  
ALL HAULING SHALL BE CONDUCTED IN THE OFF-PEAK HOUR SO THAT SLOW TRUCKS WILL NOT PROLONG THE TRAFFIC QUEUE ALONG HIGHWAYS 1 AND 92 DURING PEAK HOUR.
11. PER CONDITION 4 a.h.  
THE CONTRACTOR SHALL PROVIDE TEMPORARILY WASTE SEPARATION BINS ON-SITE DURING CONSTRUCTION.
12. PER CONDITION 11  
NO GRADING SHALL BE ALLOWED DURING THE WINTER SEASON (OCTOBER 1 TO APRIL 30) TO AVOID POTENTIAL SOIL EROSION, UNLESS APPROVED, IN WRITING, BY THE COMMUNITY DEVELOPMENT DIRECTOR.
13. PER CONDITION 13  
THE CONTRACTOR SHALL MINIMIZE THE TRANSPORT AND DISCHARGE OF POLLUTANTS IN ACCORDANCE WITH THE SMOPPP BY IMPLEMENTING THE FOLLOWING MEASURES:  
  - A. STABILIZING ALL DENUDED AREAS AND MAINTAINING EROSION CONTROL MEASURES CONTINUOUSLY BETWEEN OCTOBER 1 AND APRIL 30. STABILIZING SHALL INCLUDE BOTH PROACTIVE MEASURES, SUCH AS THE PLACEMENT OF FIBER ROLLS OR COIR NETTING, AND PASSIVE MEASURES, SUCH AS MINIMIZING VEGETATION REMOVAL AND REVEGETATING DISTURBED AREAS WITH VEGETATION THAT IS COMPATIBLE WITH THE SURROUNDING ENVIRONMENT.
  - B. STORING, HANDLING, AND DISPOSING OF CONSTRUCTION MATERIALS AND WASTES PROPERLY, SO AS TO PREVENT THEIR CONTACT WITH STORMWATER.
  - C. CONTROLLING AND PREVENTING THE DISCHARGE OF ALL POTENTIAL POLLUTANTS, INCLUDING PAVEMENT CUTTING WASTES, PAINTS, CONCRETE, PETROLEUM PRODUCTS, CHEMICALS, WASH WATER OR SEDIMENTS, AND NON-STORMWATER DISCHARGES TO STORM DRAINS AND WATERCOURSES.
  - D. USING SEDIMENT CONTROLS OR FILTRATION TO REMOVE SEDIMENT WHEN DEWATERING THE SITE AND OBTAINING ALL NECESSARY PERMITS.
  - E. AVOIDING CLEANING, FUELING, OR MAINTAINING VEHICLES ON-SITE, EXCEPT IN A DESIGNATED AREA WHERE WASH WATER IS CONTAINED AND TREATED.
  - F. DELINEATING WITH FIELD MARKERS CLEARING LIMITS, SETBACKS, AND DRAINAGE COURSES. PRIOR TO ISSUANCE OF A GRADING PERMIT "HARD CARD" FOR EITHER PROPERTY, THE PROPERTY OWNER(S) SHALL INSTALL ACCURATE AND VISIBLE MARKERS (AT A MINIMUM HEIGHT OF 4 FEET), TO THE SATISFACTION OF THE COUNTY DEPARTMENT OF PARKS, DELINEATING ALL SIDES OF THE SHARED PROPERTY LINE BETWEEN THE SUBJECT PARCELS AND COUNTY PROPERTY.
  - G. PROTECTING ADJACENT PROPERTIES AND UNDISTURBED AREAS FROM CONSTRUCTION IMPACTS USING VEGETATIVE BUFFER STRIPS, SEDIMENT BARRIERS OR FILTERS, DIKES, MULCHING, OR OTHER MEASURES AS APPROPRIATE.
  - H. PERFORMING CLEARING AND EARTH-MOVING ACTIVITIES ONLY DURING DRY WEATHER.
  - I. LIMITING CONSTRUCTION ACCESS ROUTES AND STABILIZING DESIGNATED ACCESS POINTS.
  - J. AVOIDING TRACKING DIRT OR OTHER MATERIALS OFF-SITE; CLEANING OFF-SITE PAVED AREAS AND SIDEWALKS USING DRY SWEEPING METHODS.
  - K. TRAIN AND PROVIDE INSTRUCTION TO ALL EMPLOYEES AND SUBCONTRACTORS REGARDING THE WATERSHED PROTECTION MAINTENANCE STANDARDS AND CONSTRUCTION BEST MANAGEMENT PRACTICES.
  - L. ADDITIONAL BEST MANAGEMENT PRACTICES IN ADDITION TO THOSE SHOWN ON THE PLANS MAY BE REQUIRED BY THE BUILDING INSPECTOR TO MAINTAIN EFFECTIVE STORMWATER MANAGEMENT DURING CONSTRUCTION ACTIVITIES. ANY WATER LEAVING THE SITE SHALL BE CLEAR AND RUNNING SLOWLY AT ALL TIMES.
  - M. FAILURE TO INSTALL OR MAINTAIN THESE MEASURES WILL RESULT IN STOPPAGE OF CONSTRUCTION UNTIL THE CORRECTIONS HAVE BEEN MADE AND FEES PAID FOR STAFF ENFORCEMENT TIME.
14. PER CONDITION 16  
THE PROVISION OF THE SAN MATEO COUNTY GRADING REGULATIONS SHALL GOVERN ALL GRADING ON AND ADJACENT TO THE PROJECT SITES. PER SAN MATEO COUNTY ORDINANCE CODE SECTION 8805.5, ALL EQUIPMENT USED IN THE GRADING OPERATIONS SHALL MEET SPARK ARRESTER AND FIRE FIGHTING TOOL REQUIREMENTS, AS SPECIFIED IN THE CALIFORNIA PUBLIC RESOURCES CODE.
15. PER CONDITION 17-a  
a. ALL GRADED SURFACES AND MATERIALS, WHETHER FILLED, EXCAVATED, TRANSPORTED OR STOCKPILED, SHALL BE WETTED, PROTECTED OR CONTAINED IN SUCH A MANNER AS TO PREVENT ANY SIGNIFICANT NUISANCE FROM DUST, OR SPILLAGE UPON ADJOINING WATER BODY, PROPERTY, OR STREETS. EQUIPMENT AND MATERIALS ON THE SITE SHALL BE USED IN SUCH A MANNER AS TO AVOID EXCESSIVE DUST. A DUST CONTROL PLAN MAY BE REQUIRED AT ANYTIME DURING THE COURSE OF THE PROJECT.
16. PER CONDITION 17-b  
b. A DUST PALLIATIVE SHALL BE APPLIED TO THE SITE WHEN REQUIRED BY THE COUNTY. THE TYPE AND RATE OF APPLICATION SHALL BE RECOMMENDED BY THE SOILS ENGINEER AND APPROVED BY THE DEPARTMENT OF PUBLIC WORKS, THE PLANNING AND BUILDING DEPARTMENT'S GEOTECHNICAL SECTION, AND THE REGIONAL WATER QUALITY CONTROL BOARD.
17. PER CONDITION 19  
IN THE EVENT THAT ANY HUMAN REMAINS ARE ENCOUNTERED DURING SITE DISTURBANCE, ALL GROUND-DISTURBING WORK SHALL CEASE IMMEDIATELY AND THE COUNTY CORONER SHALL BE NOTIFIED IMMEDIATELY.
18. PER CONDITION 36  
ALL CONSTRUCTION TRAFFIC IS PROHIBITED ALONG CYPRESS AVENUE.
19. PER CONDITION 37  
CONSTRUCTION AND GRADING ACTIVITIES DURING THE HOURS BETWEEN 7:00 am AND 6:00 pm ON WEEKDAYS AND 9:00 A.M. AND 5:00 P.M. ON SATURDAYS, AND PROHIBITING CONSTRUCTION ON SUNDAYS, THANKSGIVING AND CHRISTMAS.
20. PER CONDITION 70  
WORK WITHIN THE RIGHT-OF-WAY SHALL NOT COMMENCE UNTIL COUNTY REQUIREMENTS FOR THE ISSUANCE OF AN ENCROACHMENT PERMIT HAVE BEEN MET AND AN ENCROACHMENT PERMIT HAS BEEN ISSUED. PLANS FOR SUCH WORK SHALL BE REVIEWED BY THE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE ISSUANCE OF THE PERMIT.

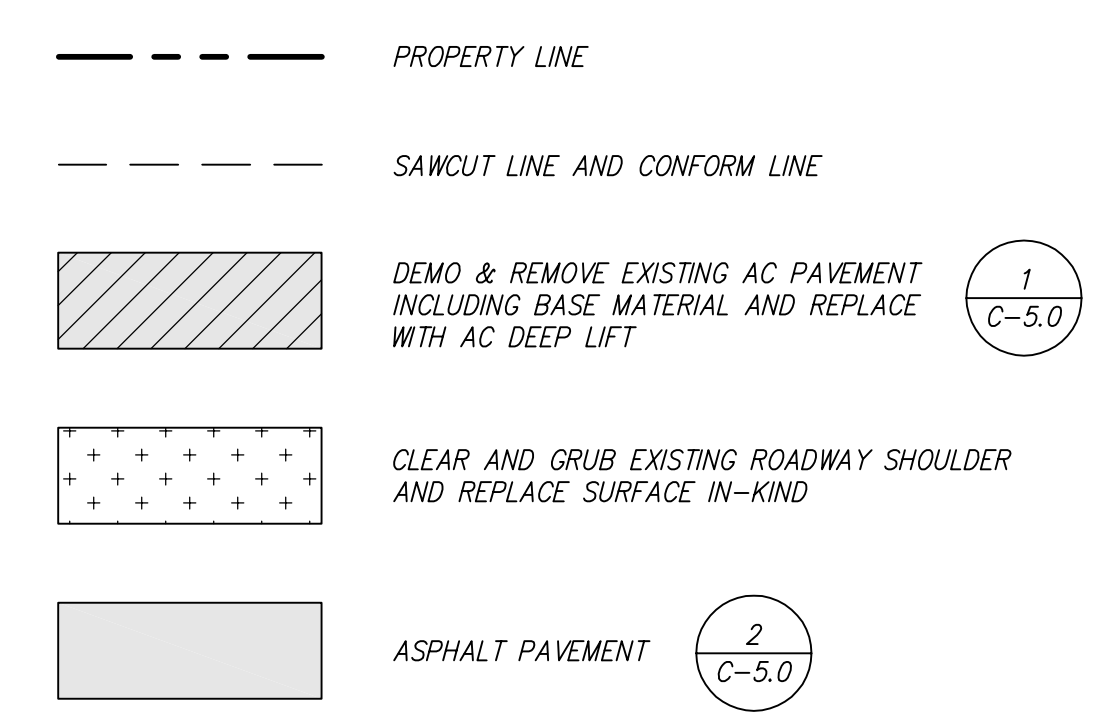
**MONTARA WATER AND SANITARY DISTRICT NOTES:**

1. ALL WATER UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MONTARA SANITARY DISTRICT STANDARD SPECIFICATIONS AND DRAWINGS.
2. THE CONTRACTOR SHALL NOTIFY THE DISTRICT 48 HOURS PRIOR TO STARTING ANY WATER WORK.
3. FOR ANY WORK IN A PUBLIC STREET, THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE AGENCY HAVING JURISDICTION.
4. THE LOCATIONS OF UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY, AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS AND DEPTHS WITH APPROPRIATE AGENCIES OR BY POTHOLING. THE CONTRACTOR SHALL CALL USA UNDERGROUND SERVICE ALERT AT LEAST 72 HOURS PRIOR TO COMMENCING WORK.
5. THE CONTRACTOR SHALL POTHOLE ALL UNDERGROUND UTILITIES PRIOR TO ANY TRENCHING OPERATION.
6. THE CONTRACTOR SHALL NOTIFY THE DISTRICT IMMEDIATELY OF ANY CONFLICT BETWEEN WATER UTILITIES AND OTHER UNDERGROUND FACILITIES.
7. THE CONTRACTOR SHALL SHORE ALL EXCAVATIONS IN ACCORDANCE WITH APPLICABLE SAFETY ORDERS.
8. WATER MAINS SHALL BE PVC PIPE AND SHALL CONFORM TO AWWA STANDARD C900, CLASS 200 (OR 14) PER MONTARA WATER AND SANITARY DISTRICT STANDARD SPECIFICATION 14-01-B.
10. RESTRAINING JOINTS SHALL BE MECHANICAL JOINT TYPE EQUIPPED WITH MEGALUG PER MONTARA WATER AND SANITARY DISTRICT STANDARD SPECIFICATION 14-02-A.
11. FITTINGS FOR USE WITH PVC PIPE SHALL BE DUCTILE IRON AND CEMENT MORTAR LINED PER MONTARA WATER AND SANITARY DISTRICT STANDARD SPECIFICATION 14-04-A.
10. CORROSION PROTECTION WRAP SHALL BE USED AT ALL BURIED JOINTS EMPLOYING BOLTS. WRAP SHALL BE 5 MIL MINIMUM POLYETHYLENE SHEETING SEALED WITH DUCT TAPE OR EQUIVALENT SYSTEM PER MONTARA WATER AND SANITARY DISTRICT STANDARD SPECIFICATION 14-06.
11. GATE VALVES SHALL BE RESILIENT WEDGE CONFIRMING TO AWWA C905 WITH A WORKING PRESSURE OF 200 PSI. ALL FERROUS PARTS, EXCEPT FINISH OR BEARING SURFACES, SHALL BE GIVEN TWO COATS OF ASPHALT VARNISH.
12. MINIMUM PIPE COVER WITHIN IMPROVED STREET RIGHT-OF-WAY SHALL BE 3.0 FT AND 3.5 FT IN UNIMPROVED RIGHT-OF-WAY.
13. MINIMUM DISTANCE BETWEEN SANITARY SEWER AND WATER MAINS SHALL BE 10-FT HORIZONTALLY OR IN COMPLIANCE WITH DPH TITLE 22, CHAPTER 16, SECTION 6457.2.

**GRANADA COMMUNITY SERVICES DISTRICT**

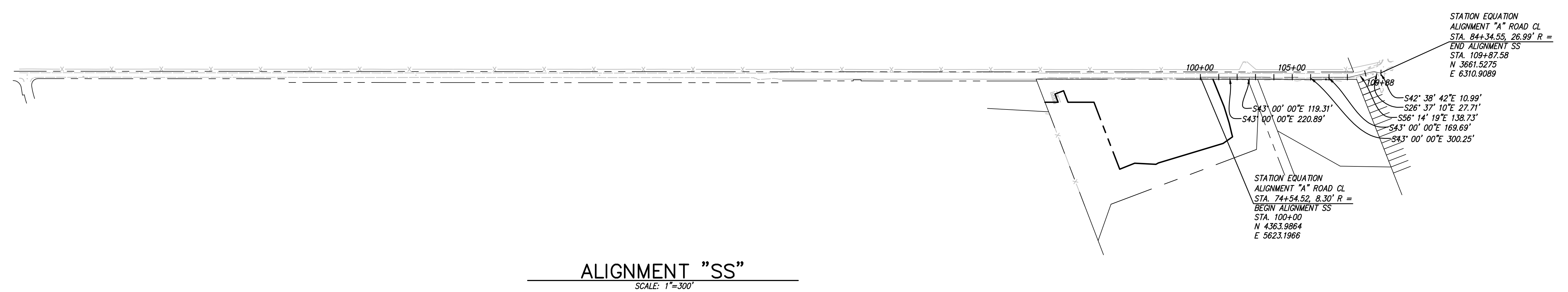
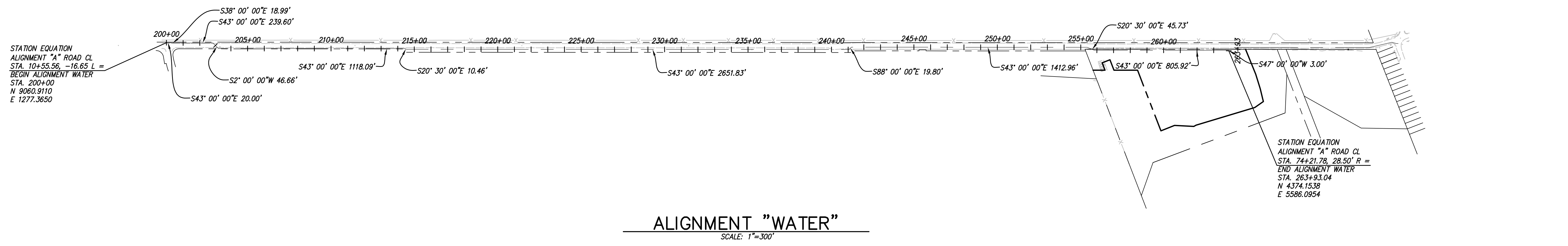
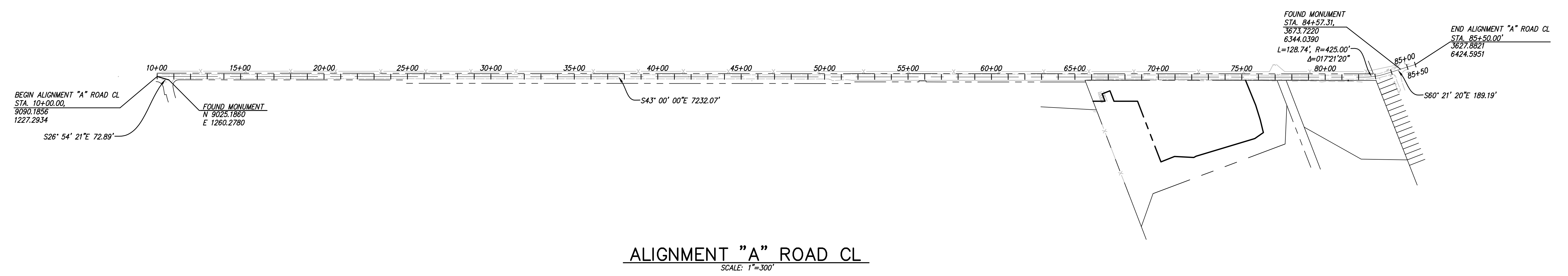
1. ALL SEWER UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE GRANADA SANITARY DISTRICT STANDARD PLANS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL OBTAIN AND PROVIDE THE DISTRICT WITH A COPY OF ANY ENCROACHMENT PERMITS REQUIRED BY SAN MATEO COUNTY PRIOR TO CONSTRUCTION.
3. ANY DAMAGE WITHIN AN EASEMENT CAUSED BY THE CONSTRUCTION OPERATIONS SHALL BE THE CONSTRUCTOR'S RESPONSIBILITY.
4. THE CONTRACTOR SHALL NOTIFY THE DISTRICT IN WRITING AT LEAST THREE WORKDAYS IN ADVANCE BEFORE A NEW SEWER LINE IS TO BE CONNECTED TO AN EXISTING SEWER.
5. EXISTING SEWERAGE FACILITIES SHALL BE MAINTAINED IN SERVICE AT ALL TIMES.
6. ALL TRENCHES, MANHOLE PITS, ETC. SHALL BE COVERED AT THE END OF THE DAY AND MADE SAFE BY THE USE OF PLATES, BARRICADES, ETC.
7. THE CONTRACTOR SHALL LEAVE THE SITE IN A NEAT AND CLEAN CONDITION AFTER COMPLETING PIPING EARTHWORK AT THE END OF THE DAY.
8. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE OCCUPATIONAL, SAFETY AND HEALTH STANDARDS, RULES, REGULATIONS AND ORDERS ESTABLISHED BY FEDERAL AND STATE AGENCIES.
9. ALL PVC PIPE AND FITTINGS SHALL, AT A MINIMUM, CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION D 3034 AS THEY APPLY TO TYPE PSM SDR-26 PVC AND SHALL BE INSTALLED USING ELASTOMETRIC GASKET JOINT IN A BELL AND SPIGOT ASSEMBLY SYSTEM. RUBBER SEALING GASKETS SHALL MEET THE REQUIREMENTS OF ASTM D-1869.
10. ALL PVC PIPE ENTERING OF LEAVING A CONCRETE STRUCTURE SHALL HAVE A RUBBER SEALING GASKET, AS SUPPLIED BY THE PIPE MANUFACTURER, FIRMLY SEATED PERPENDICULAR TO THE PIPE AXIS, AROUND THE PIPE EXTERIOR AND CAST INTO THE STRUCTURE BASE OR NEAR THE STRUCTURE WALL CENTER AS A WATER STOP. SAID WATER STOP MAY ALSO CONSIST OF A MANHOLE COUPLING WITH RUBBER SEALING RINGS CAST INTO STRUCTURE BASE.
11. THE STANDARD DEPTH FOR SEWER MAINS SHALL BE 4-FEET.
12. ALL MATERIALS PROPOSED TO BE USED SHALL BE SUBMITTED BY CONTRACTOR TO GCSD FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
13. GCSD SHALL BE NOTIFIED BY CONTRACTOR AT LEAST 3 WORKDAYS PRIOR TO CONSTRUCTION TO ARRANGE FOR INSPECTION AND/OR TESTING.

**LEGEND**




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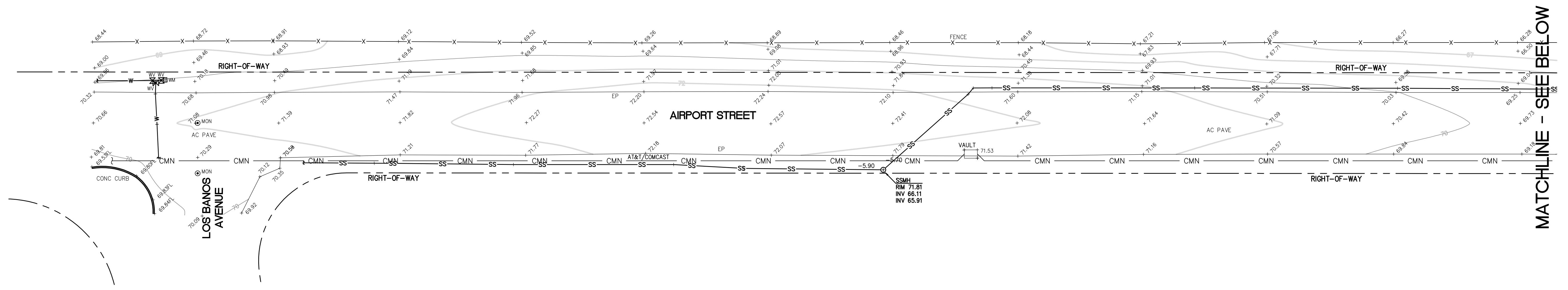
<p><b>SANDIS</b> CIVIL ENGINEERS SURVEYORS PLANNERS</p> <p>636 Ninth Street   Oakland, CA 94607   P. 510.873.8866   www.sandis.net</p> <p><b>SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF</b></p>	DATE: 12/13/18 SCALE: N.T.S. DRAWN BY: RAB/SEC APPROVED BY: MAK DRAWING NO.: 616040	DATE: _____ MICHAEL A. KUYKENDALL R.C.E. NO. 70870, EXPIRES 6-30-19	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>REVISION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>MWSD RESUBMITTAL</td> <td>08/09/19</td> <td>MAK</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	REVISION	DATE	BY	01	MWSD RESUBMITTAL	08/09/19	MAK													<p><b>BIG WAVE</b></p> <p><b>PRINCETON-BY-THE-SEA</b></p> <p>CALIFORNIA</p>	<p><b>CONSTRUCTION NOTES AND LEGEND</b></p> <p><b>C-0.3</b></p> <p>OF 32 SHEETS</p>	SHEET <b>C-0.3</b> OF 32 SHEETS
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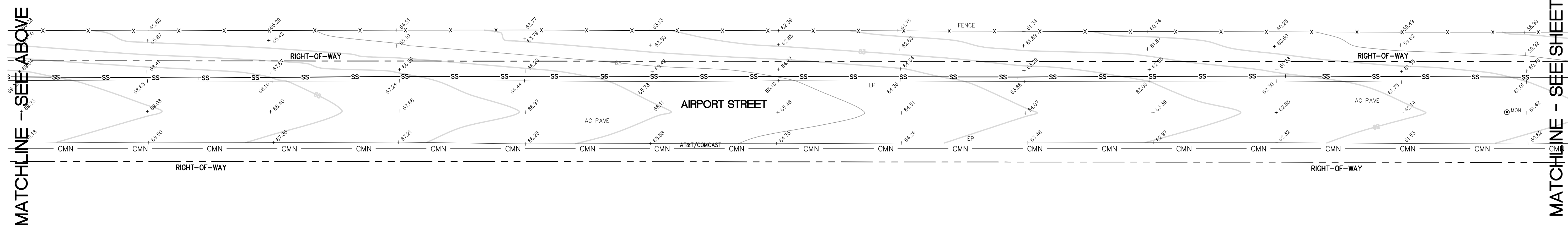
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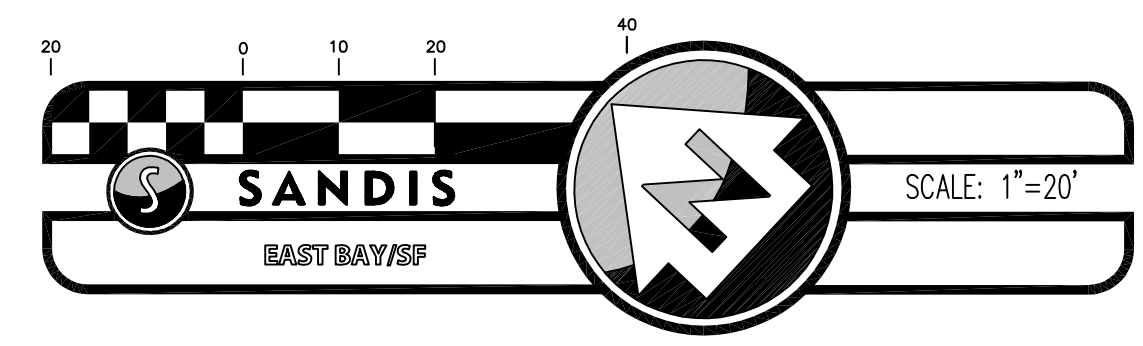
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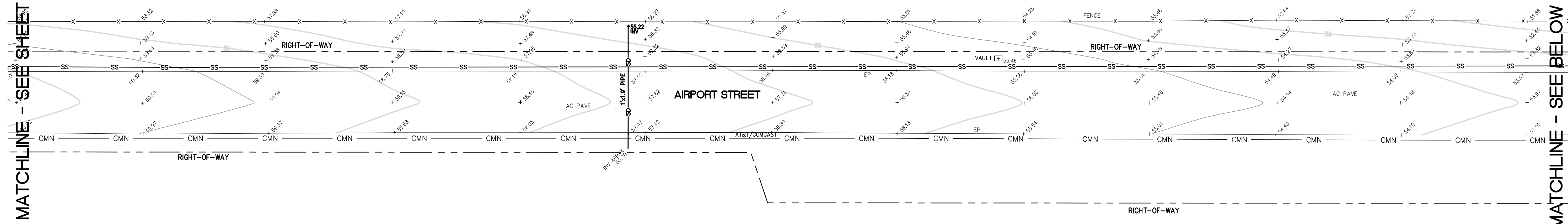
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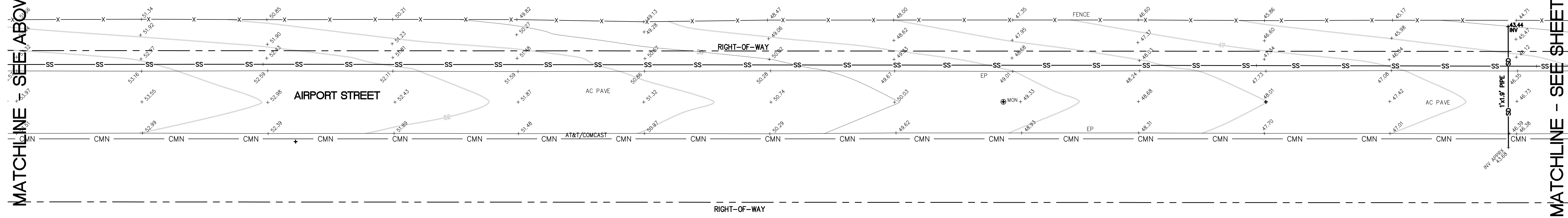


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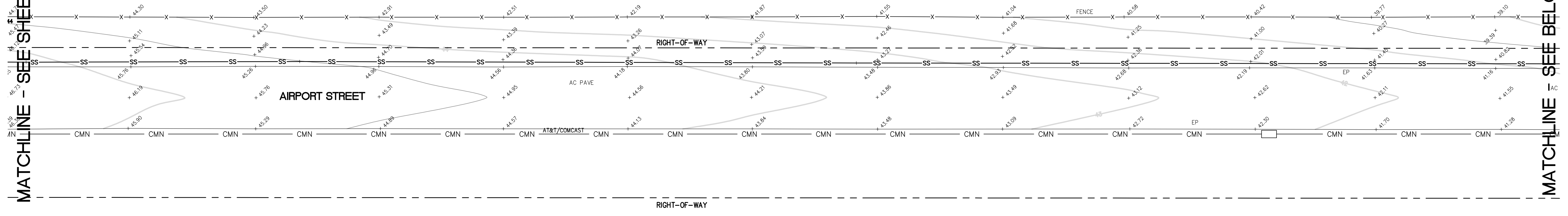
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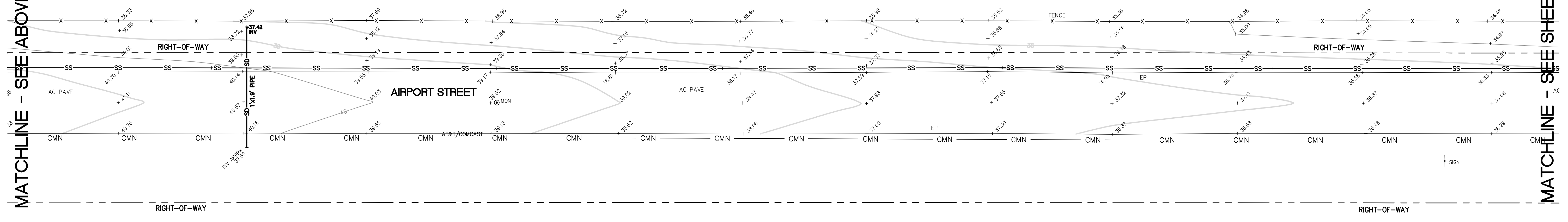
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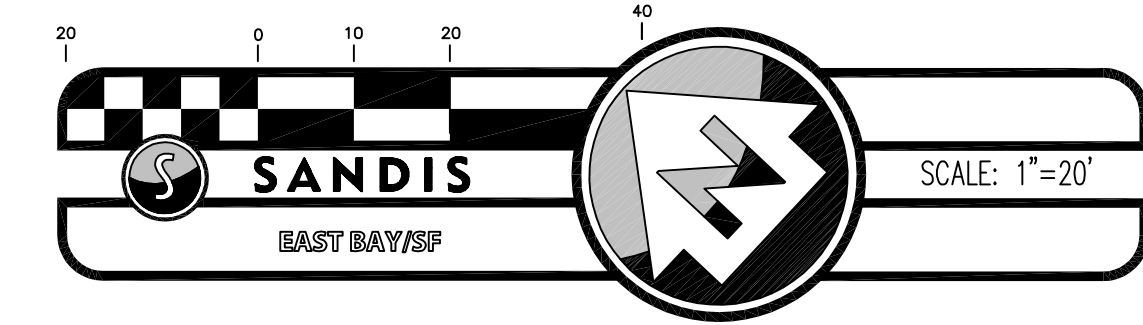
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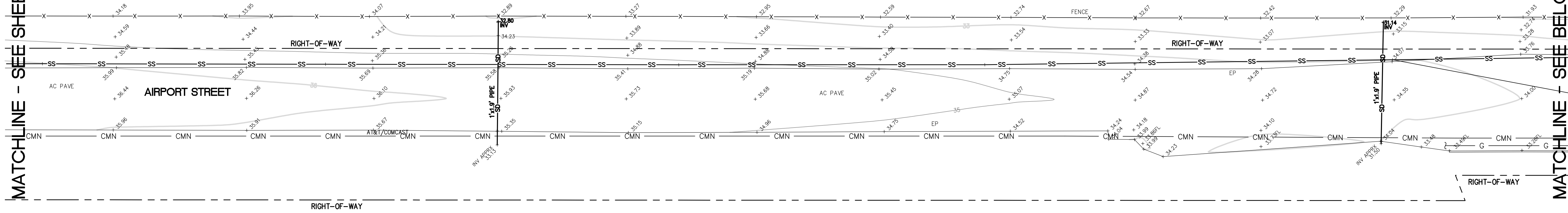
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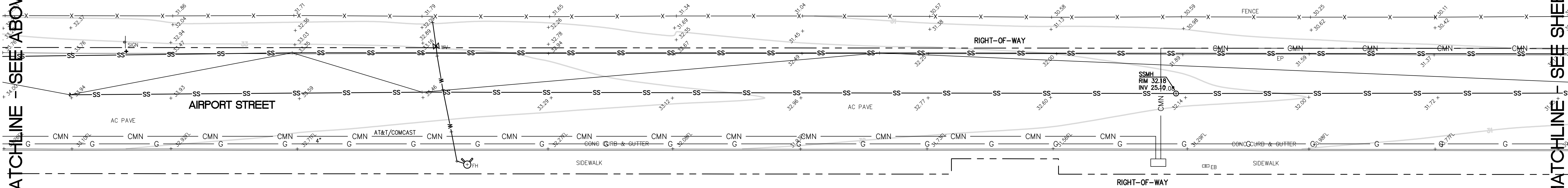


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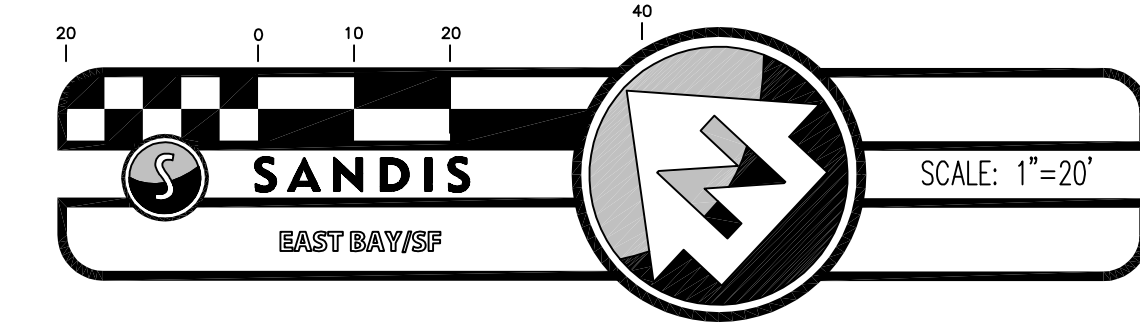
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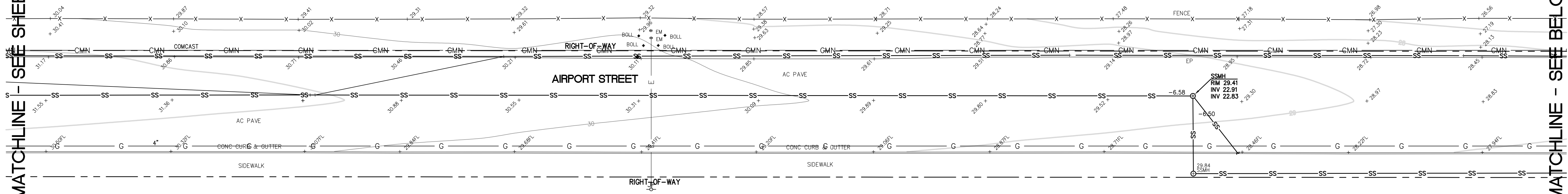
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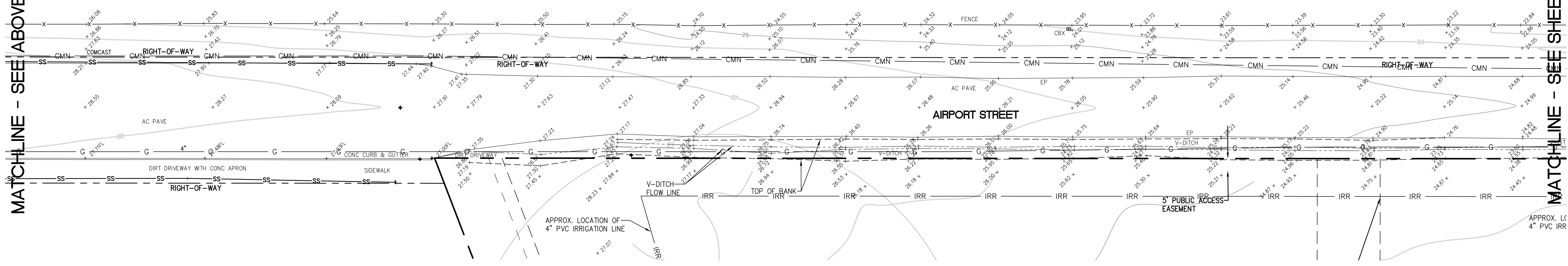
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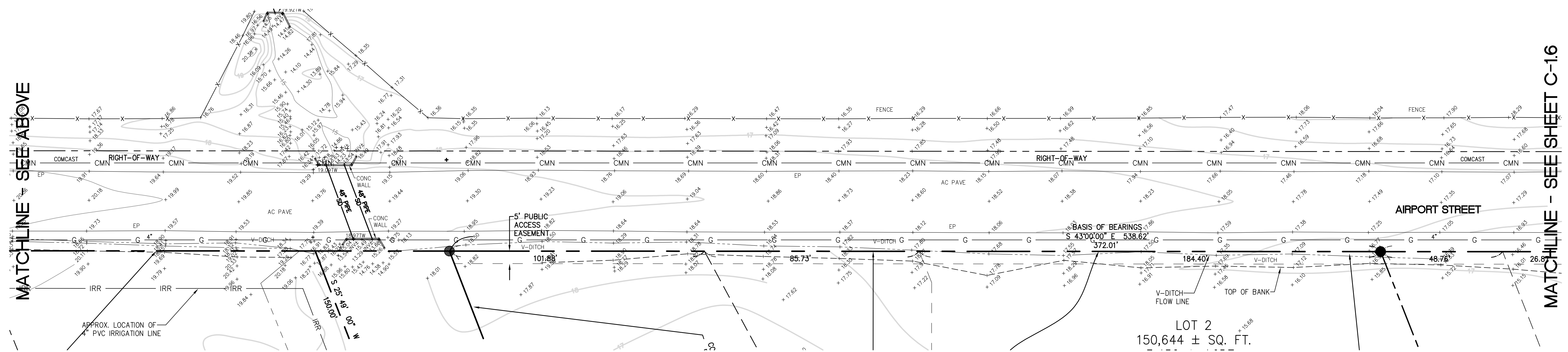
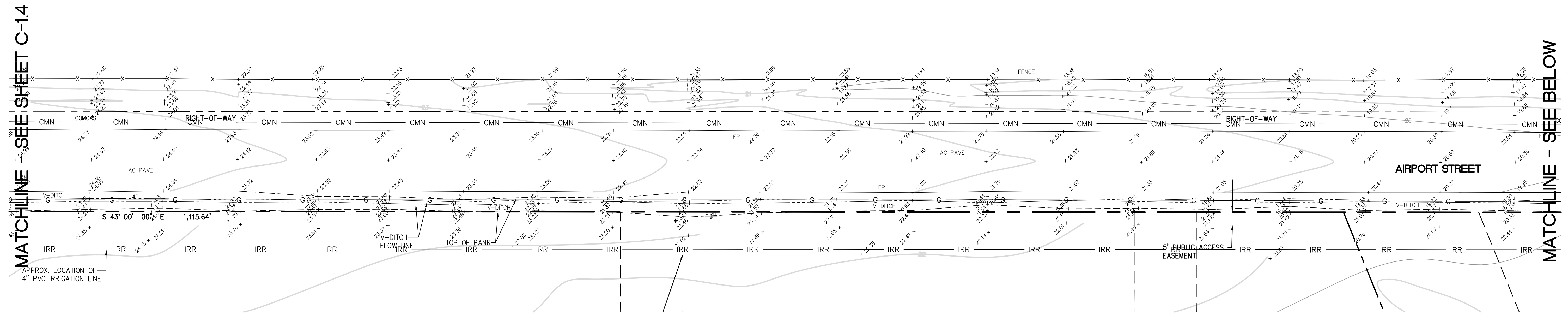
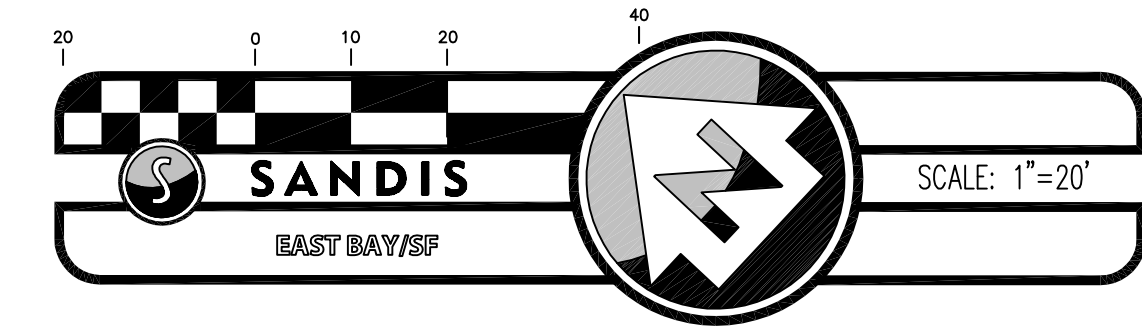
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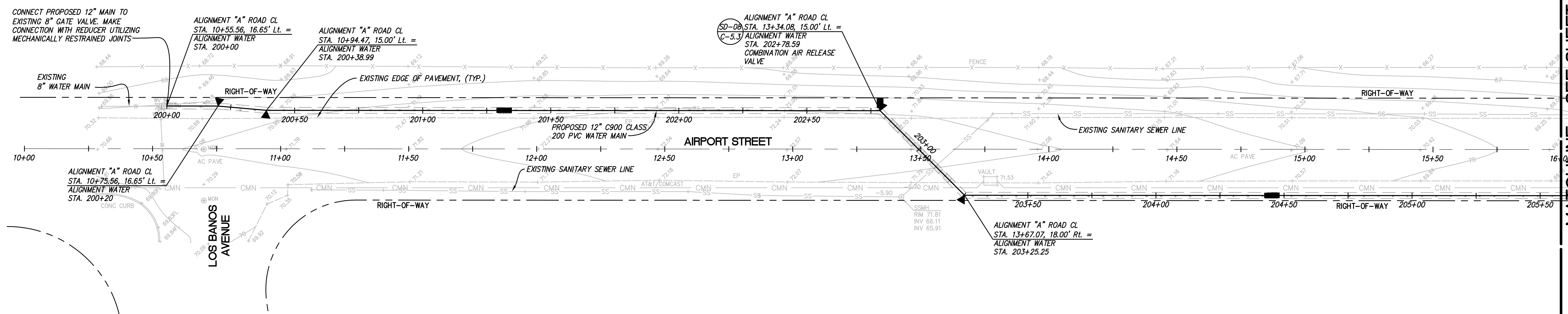
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CALIFORNIA

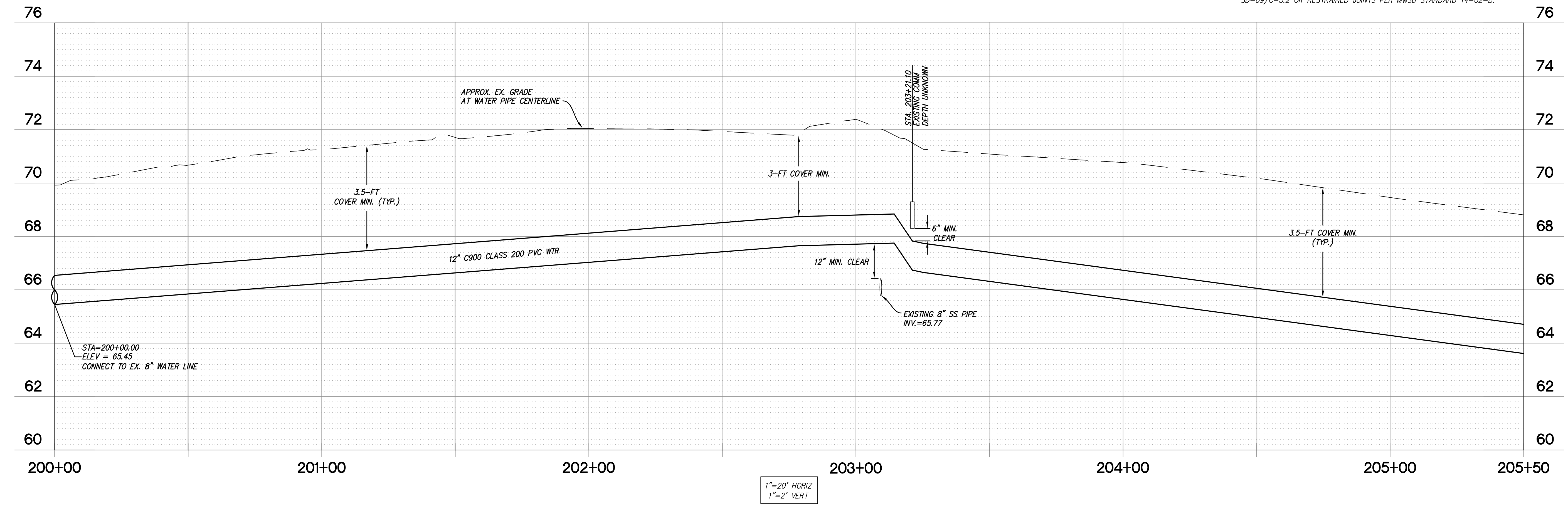
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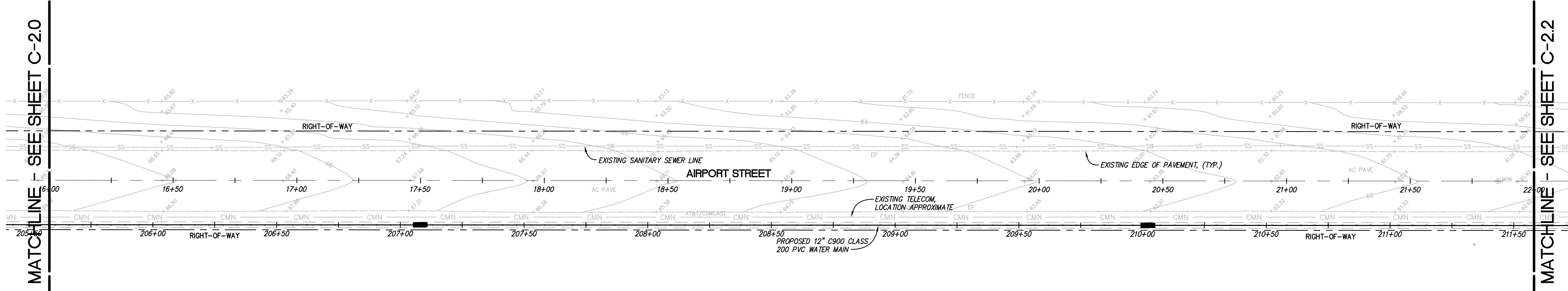
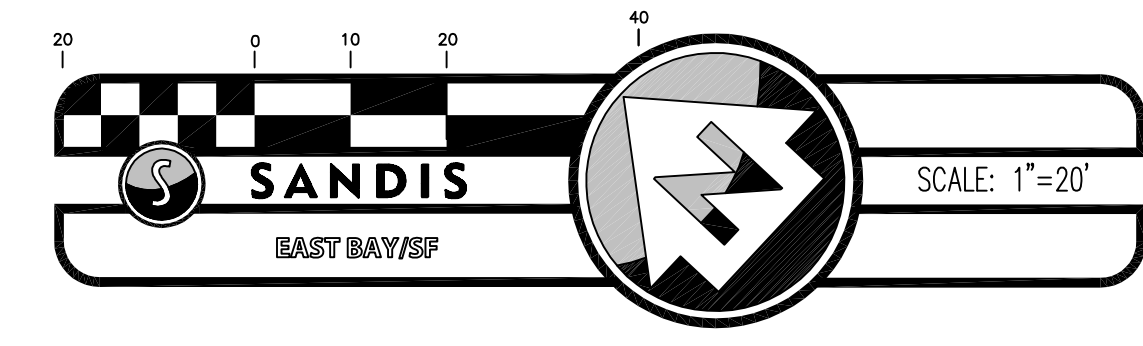


- NOTES:**
- SEE SHEET C-0.3 FOR CONSTRUCTION NOTES AND LEGENDS.
  - RESTORE EXISTING SURFACE ABOVE UTILITY TRENCHING IN KIND.
  - CONTRACTOR TO POTHOLE AND VERIFY ALL EXISTING UTILITY CROSSINGS PRIOR TO THE START OF WORK.
  - CONTRACTOR TO INSTALL THRUST BLOCKS PER MWSD STANDARD DETAIL SD-09/C-5.2 OR RESTRAINED JOINTS PER MWSD STANDARD 14-02-B.

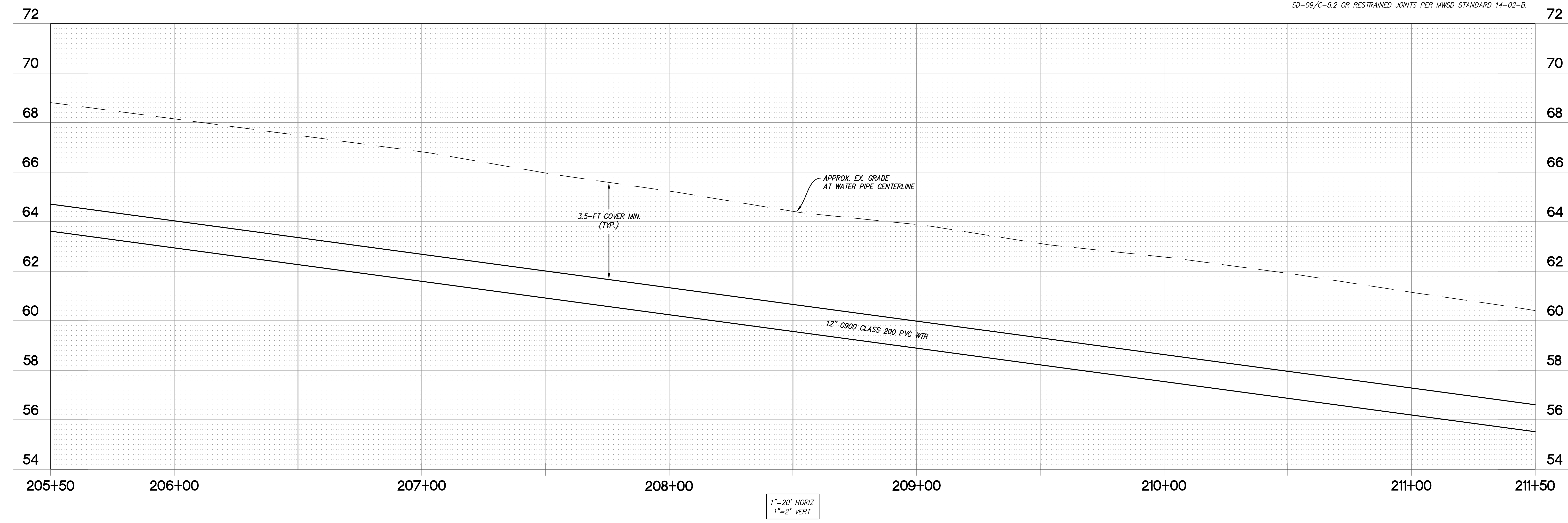


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	No.	REVISION	DATE	BY										
01	MWSD RESUBMITTAL	08/09/19	MAK											
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- NOTES:**
- SEE SHEET C-0.3 FOR CONSTRUCTION NOTES AND LEGENDS.
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MATCHLINE - SEE SHEET C-2.0

MATCHLINE - SEE SHEET C-2.2

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 SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

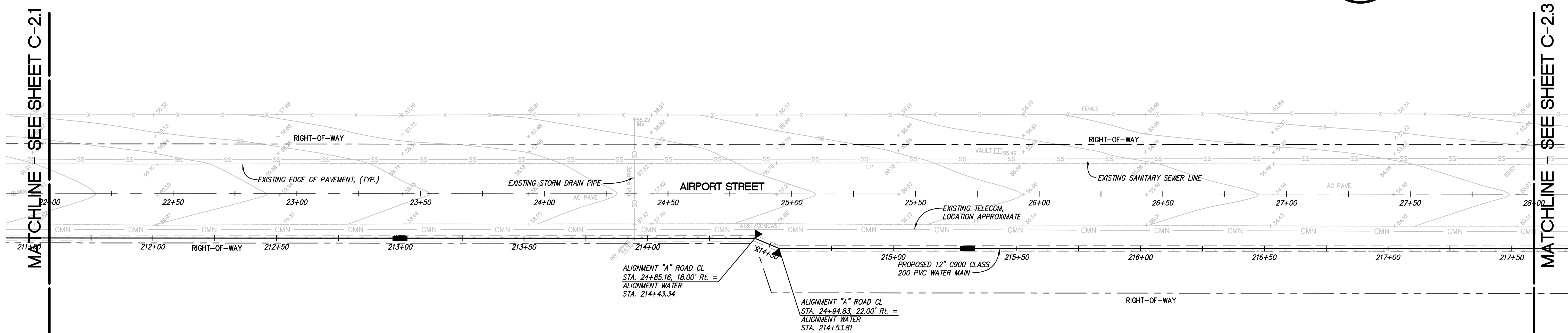
DATE: 12/13/18	DATE: _____
SCALE: 1"=20'	
DRAWN BY: RAB/SEC	
APPROVED BY: MAK	
DRAWING NO: 616040	MICHAEL A. KUYKENDALL R.C.E. NO. 70870, EXPIRES 6-30-19

No.	REVISION	DATE	BY
01	MWSO RESUBMITTAL	08/09/19	MAK

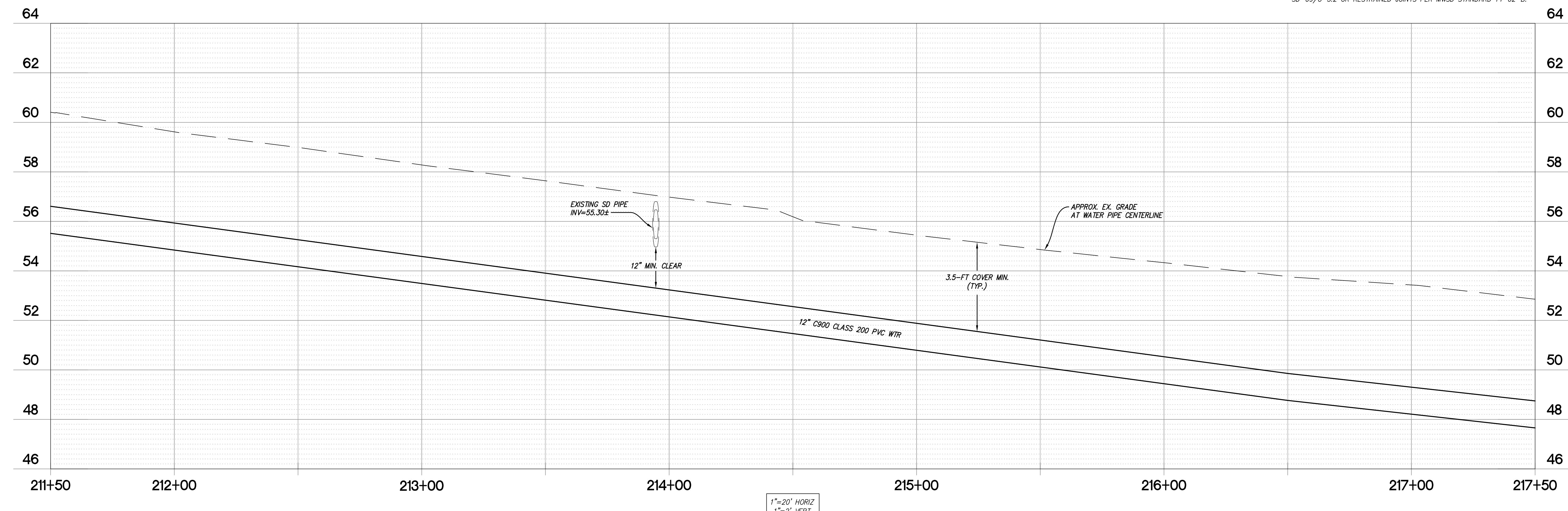
**BIG WAVE**  
 PRINCETON-BY-THE-SEA CALIFORNIA

**UTILITY PLAN AND PROFILE**  
 STA: 205+50 TO STA: 211+50

SHEET **C-2.1**  
 OF 32 SHEETS



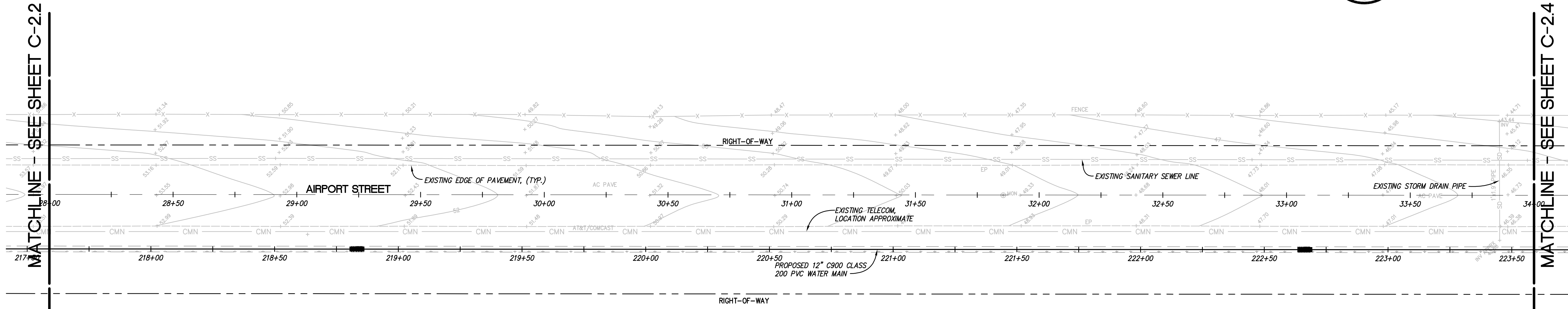
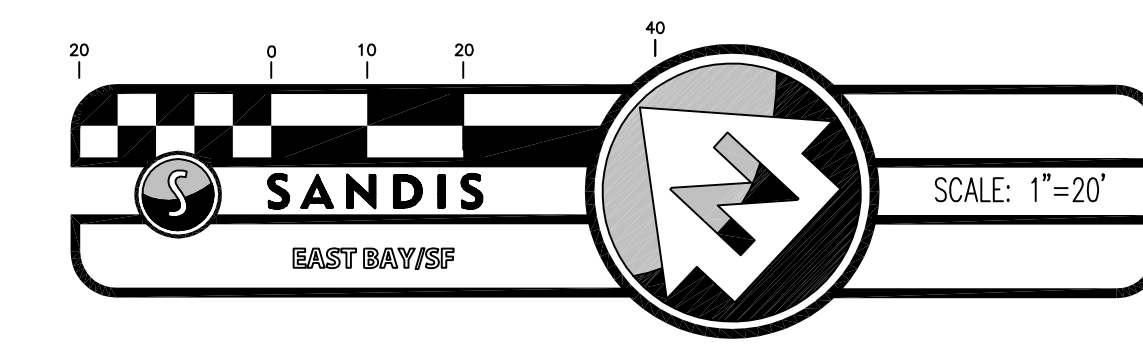
- NOTES:**
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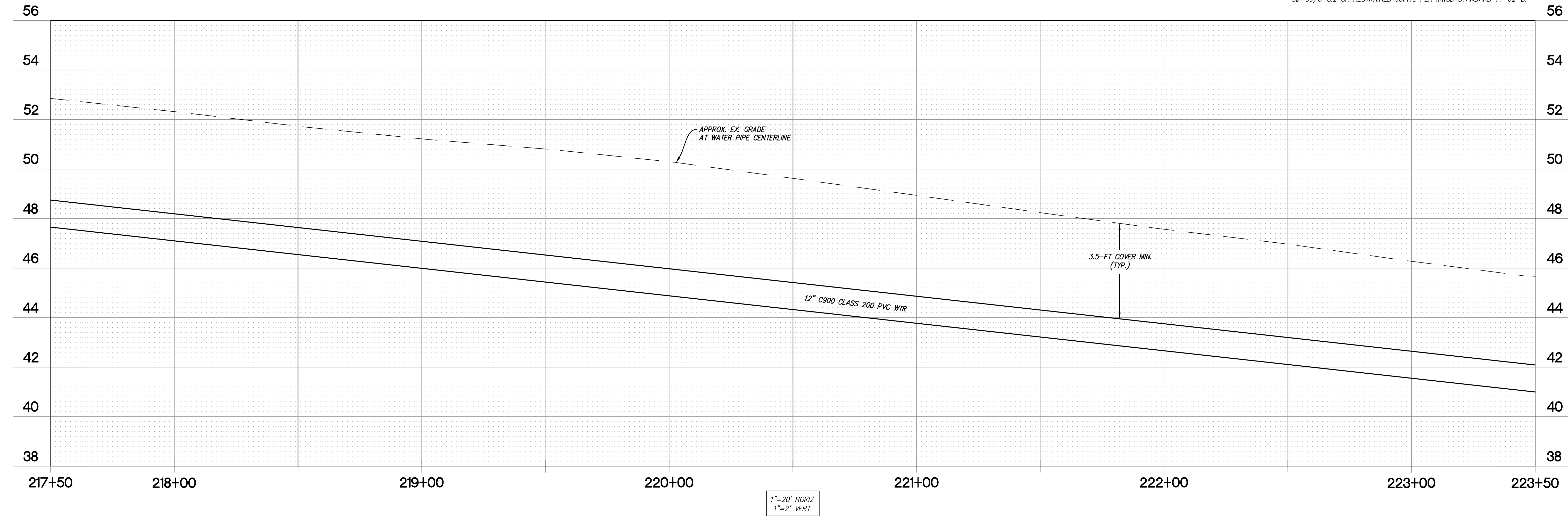
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	No.	REVISION	DATE	BY										
01	MWSO RESUBMITTAL	08/09/19	MAK											
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DATE: 12/13/18  
 SCALE: 1"=20'  
 DRAWN BY: RAB/SEC  
 APPROVED BY: MAK  
 DRAWING NO.: 616040

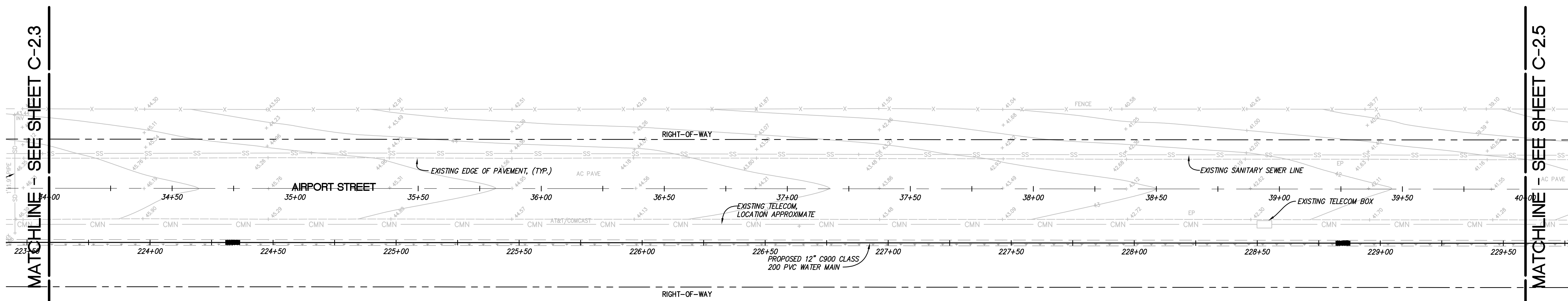
DATE: \_\_\_\_\_  
 MICHAEL A. KUYKENDALL  
 R.C.E. NO. 70870, EXPIRES 6-30-19

No.	REVISION	DATE	BY
01	MWSO RESUBMITTAL	08/09/19	MAK

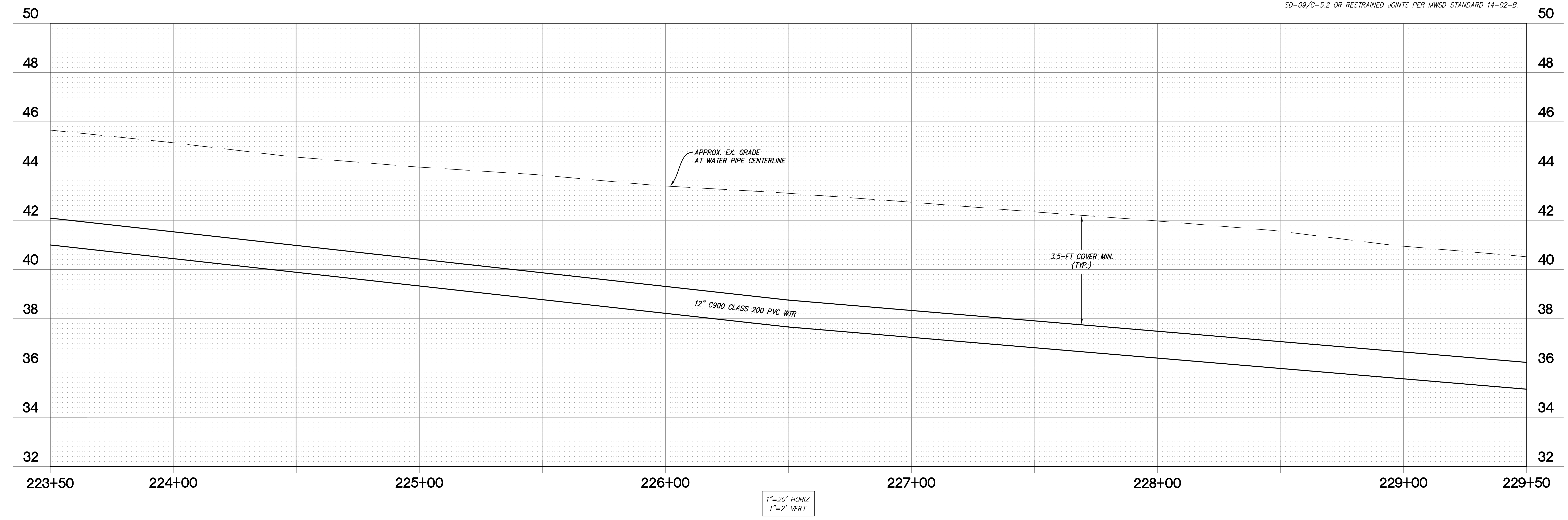
**BIG WAVE**  
 PRINCETON-BY-THE-SEA CALIFORNIA

**UTILITY PLAN AND PROFILE**  
 STA: 217+50 TO STA: 223+50

SHEET  
**C-2.3**  
 OF 32 SHEETS



- NOTES:**
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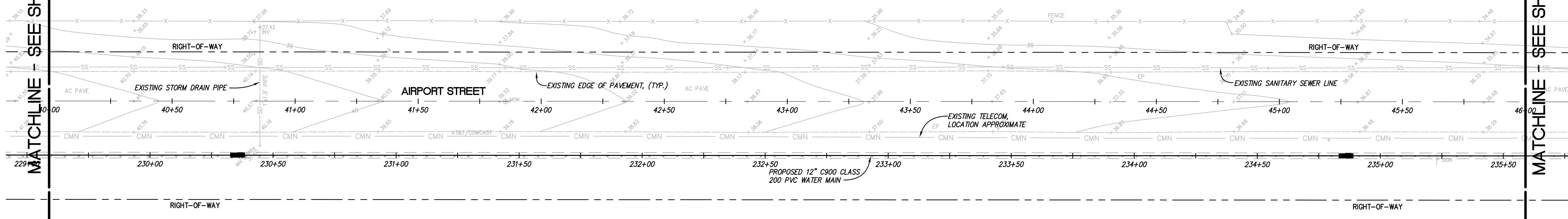
MATCHLINE - SEE SHEET C-2.3

MATCHLINE - SEE SHEET C-2.5

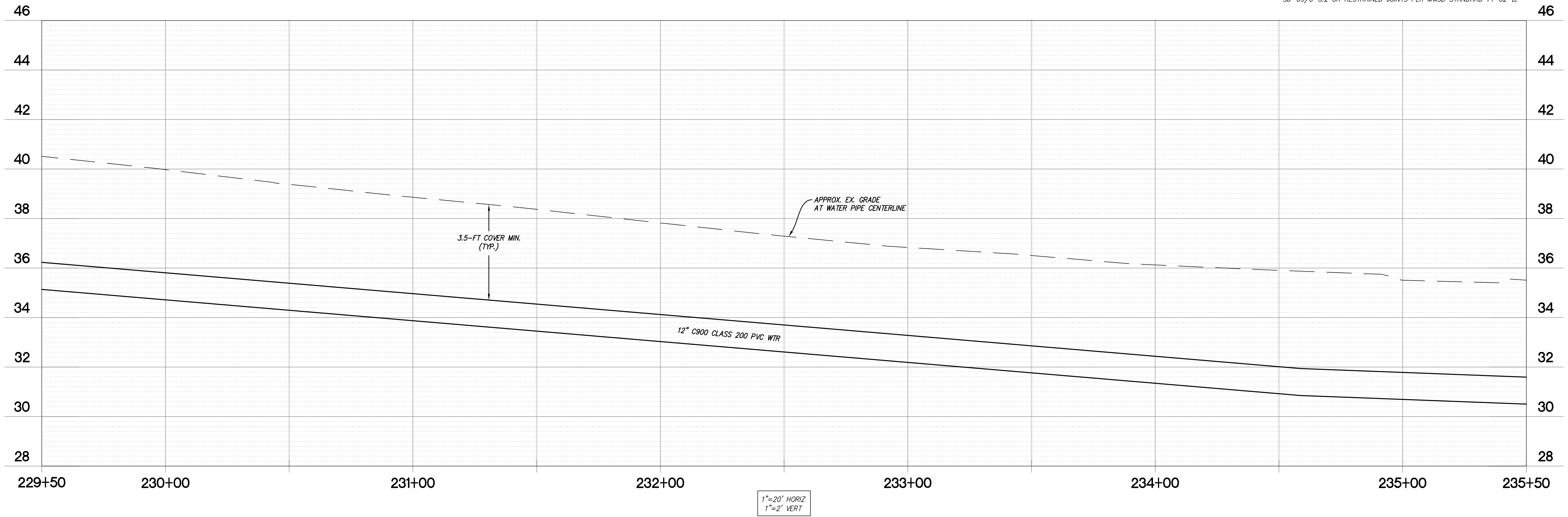
<p><b>SANDIS</b> CIVIL ENGINEERS SURVEYORS PLANNERS</p> <p>636 Ninth Street   Oakland, CA 94607   P. 510.873.8866   www.sandis.net</p> <p>SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF</p>	DATE: 12/13/18 SCALE: 1"=20' DRAWN BY: RAB/SEC APPROVED BY: MAK DRAWING NO: 616040	DATE: _____ MICHAEL A. KUYKENDALL R.C.E. NO. 70870, EXPIRES 6-30-19	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>REVISION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>MWSD RESUBMITTAL</td> <td>08/09/19</td> <td>MAK</td> </tr> </tbody> </table>	No.	REVISION	DATE	BY	01	MWSD RESUBMITTAL	08/09/19	MAK	<p><b>BIG WAVE</b></p> <p>PRINCETON-BY-THE-SEA CALIFORNIA</p>	<p><b>UTILITY PLAN AND PROFILE</b> STA: 223+50 TO STA: 229+50</p>	SHEET <p><b>C-2.4</b></p> OF 32 SHEETS
	No.	REVISION	DATE	BY										
01	MWSD RESUBMITTAL	08/09/19	MAK											
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MATCHLINE - SEE SHEET C-2.4

MATCHLINE - SEE SHEET C-2.6



- NOTES:**
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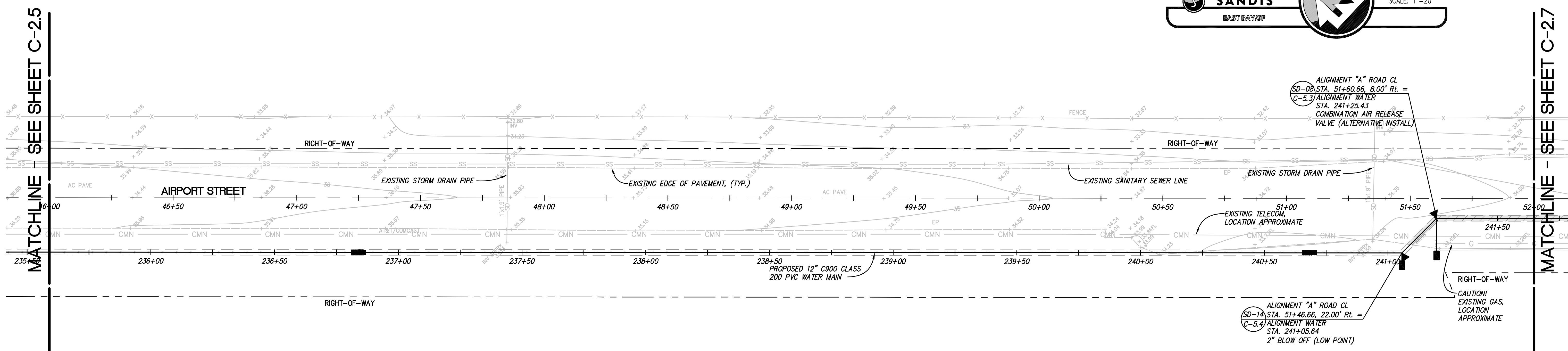
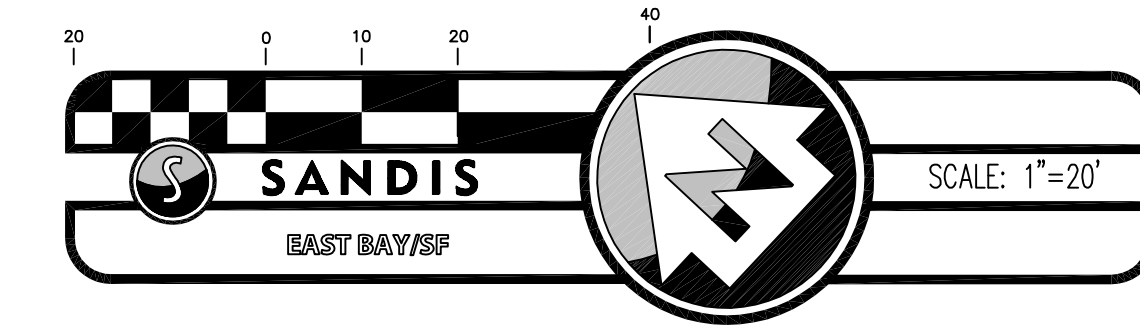


1"=20' HORIZ  
1"=2' VERT

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	No.	REVISION	DATE	BY										
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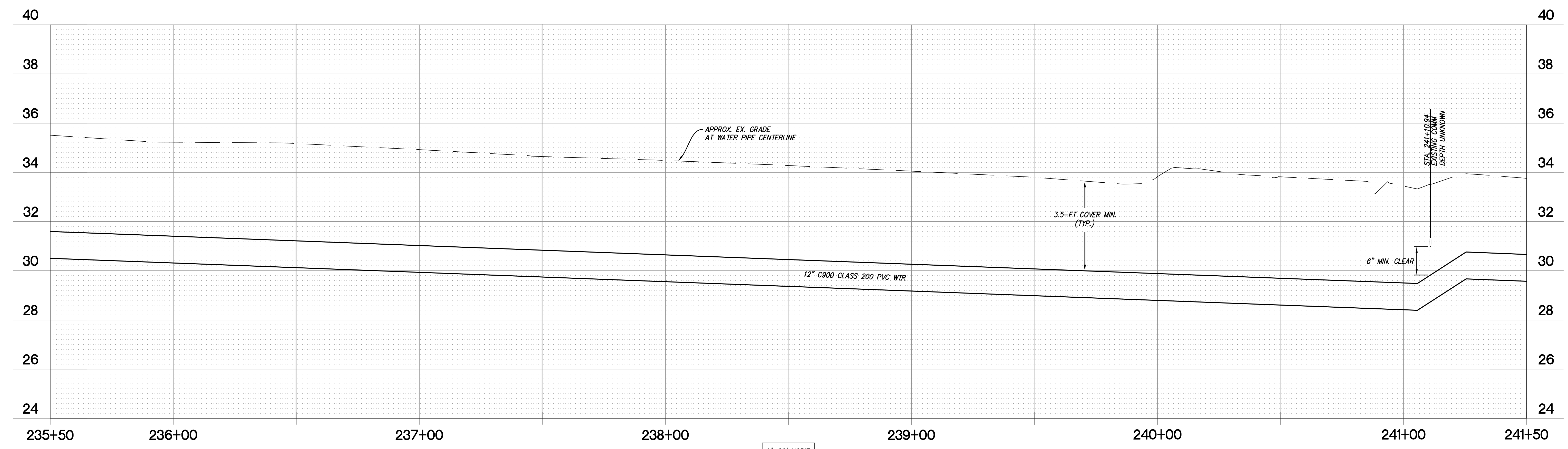
ALIGNMENT "A" ROAD CL  
SD-08 STA. 51+60.66, 8.00' Rt. =  
C-5.3 ALIGNMENT WATER  
STA. 241+25.43  
COMBINATION AIR RELEASE  
VALVE (ALTERNATIVE INSTALL)

ALIGNMENT "A" ROAD CL  
SD-1A STA. 51+46.66, 22.00' Rt. =  
C-5.4 ALIGNMENT WATER  
STA. 241+05.64  
2" BLOW OFF (LOW POINT)

CAUTION!  
EXISTING GAS,  
LOCATION  
APPROXIMATE

**NOTES:**

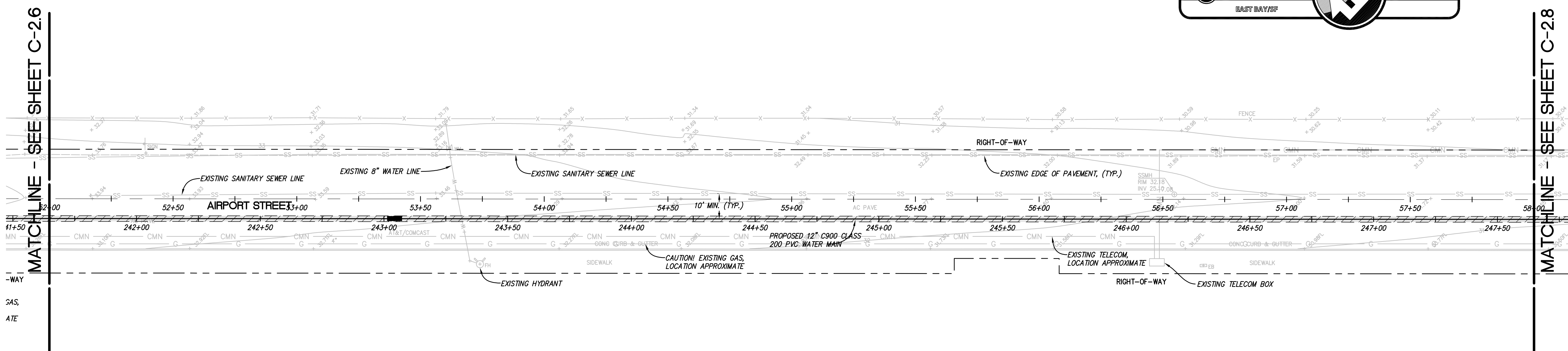
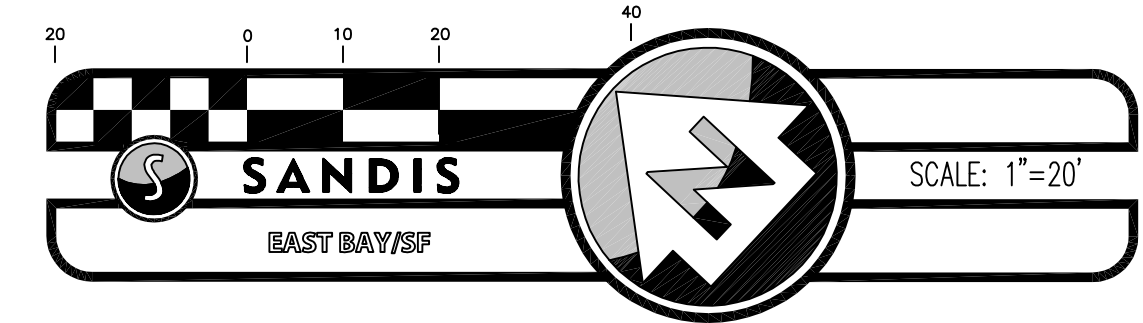
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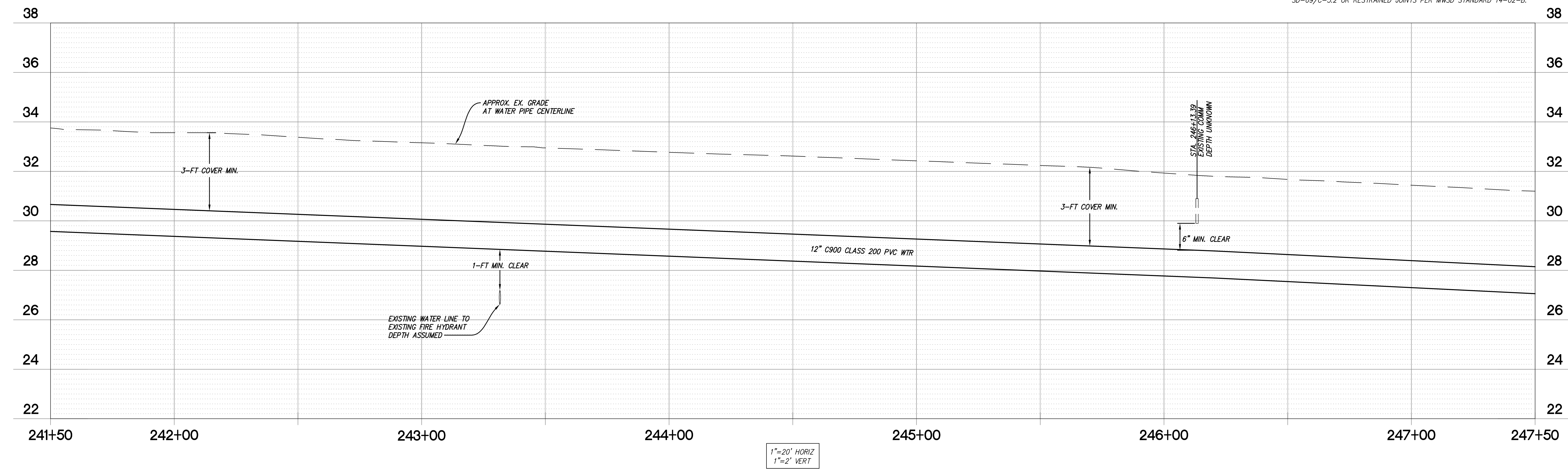
1"=20' HORIZ  
1"=2' VERT

<p>CIVIL ENGINEERS SURVEYORS PLANNERS</p> <p>636 Ninth Street   Oakland, CA 94607   P. 510.873.8866   www.sandis.net</p> <p>SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF</p>	DATE: 12/13/18 SCALE: 1"=20" DRAWN BY: RAB/SEC APPROVED BY: MAK DRAWING NO.: 616040	DATE: _____ MICHAEL A. KUYKENDALL R.C.E. NO. 70870, EXPIRES 6-30-19	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>REVISION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>MWSD RESUBMITTAL</td> <td>08/09/19</td> <td>MAK</td> </tr> </tbody> </table>	No.	REVISION	DATE	BY	01	MWSD RESUBMITTAL	08/09/19	MAK	<p><b>BIG WAVE</b></p> <p>PRINCETON-BY-THE-SEA CALIFORNIA</p>	<p><b>UTILITY PLAN AND PROFILE</b></p> <p>STA: 235+50 TO STA: 241+50</p>	SHEET <p><b>C-2.6</b></p> OF 32 SHEETS
	No.	REVISION	DATE	BY										
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 SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

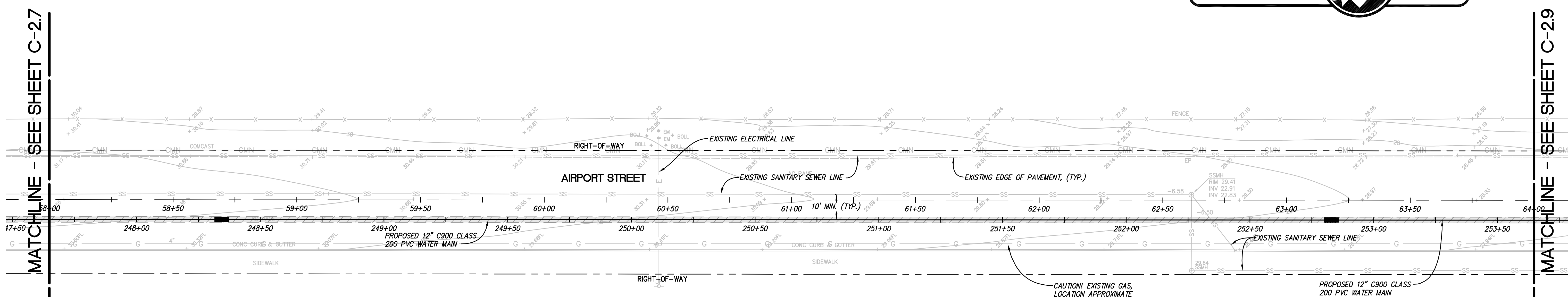
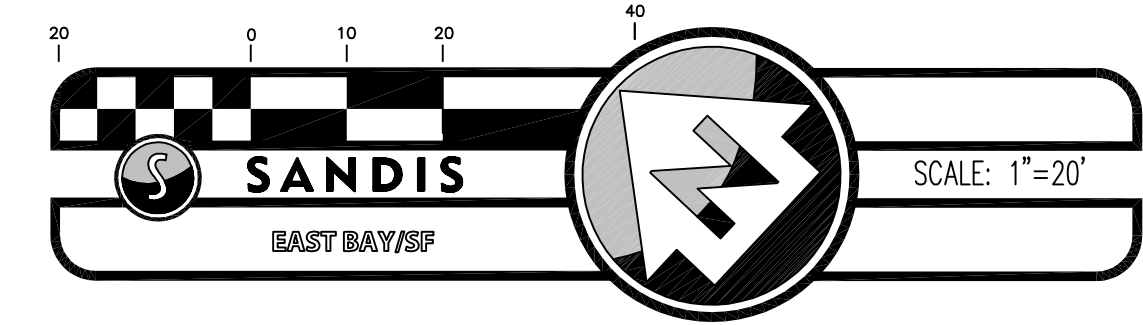
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SCALE: 1"=20'	
DRAWN BY: RAB/SEC	
APPROVED BY: MAK	
DRAWING NO: 616040	MICHAEL A. KUYKENDALL R.C.E. NO. 70870, EXPIRES 6-30-19

No.	REVISION	DATE	BY
01	MWSD RESUBMITTAL	08/09/19	MAK

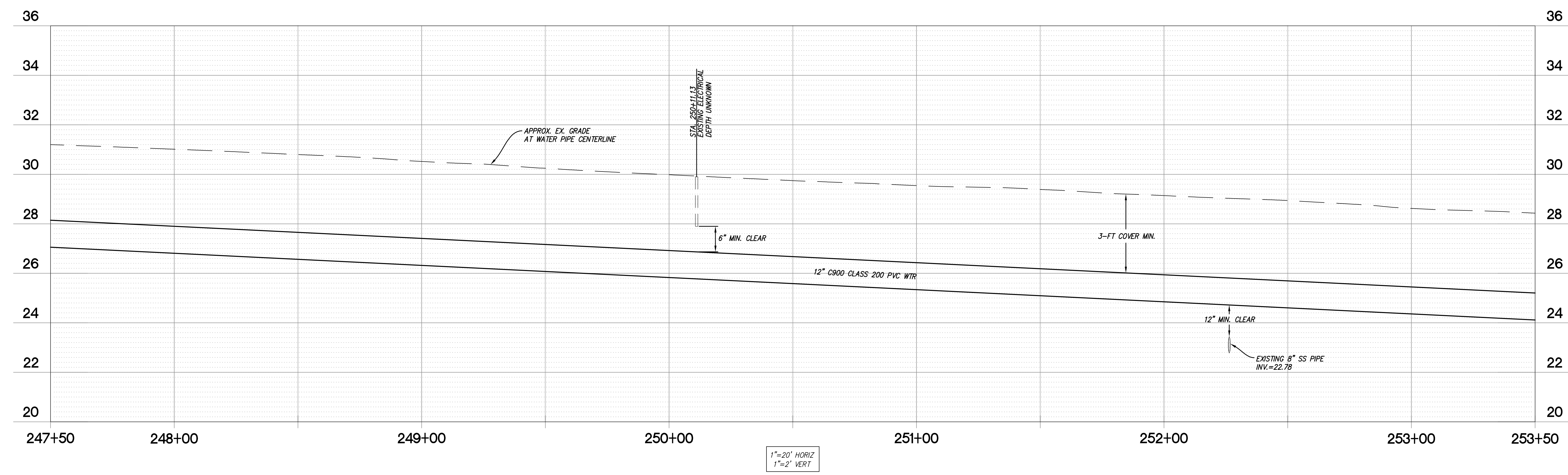
**BIG WAVE**  
 PRINCETON-BY-THE-SEA CALIFORNIA

**UTILITY PLAN AND PROFILE**  
 STA: 241+50 TO STA: 247+50

SHEET  
**C-2.7**  
 OF 32 SHEETS



- NOTES:**
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MATCHLINE - SEE SHEET C-2.7

MATCHLINE - SEE SHEET C-2.9

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DRAWING NO.: 616040	MICHAEL A. KUYKENDALL R.C.E. NO. 70870, EXPIRES 6-30-19

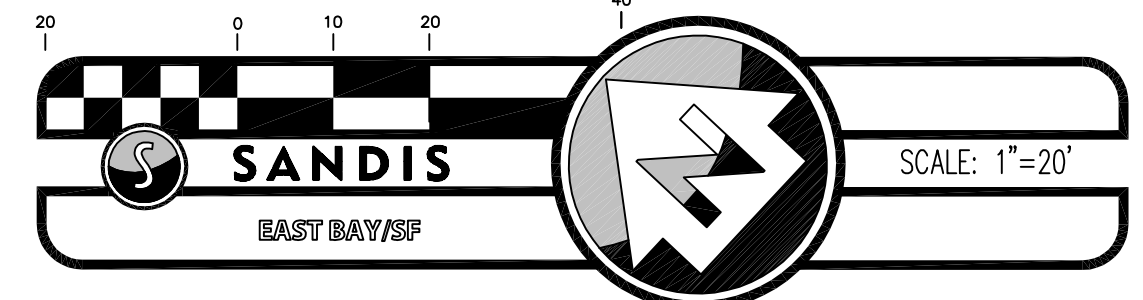
No.	REVISION	DATE	BY
01	MWSO RESUBMITTAL	08/09/19	MAK

**BIG WAVE**  
 PRINCETON-BY-THE-SEA CALIFORNIA

**UTILITY PLAN AND PROFILE**  
 STA: 247+50 TO STA: 253+50

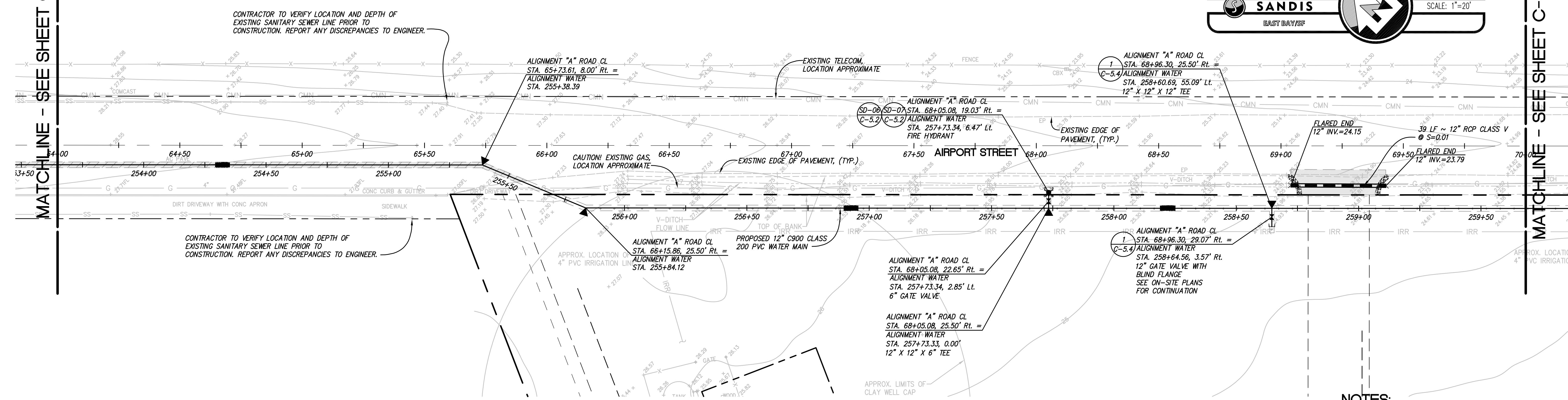
SHEET  
**C-2.8**  
 OF 32 SHEETS

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MATCHLINE - SEE SHEET C-2.8

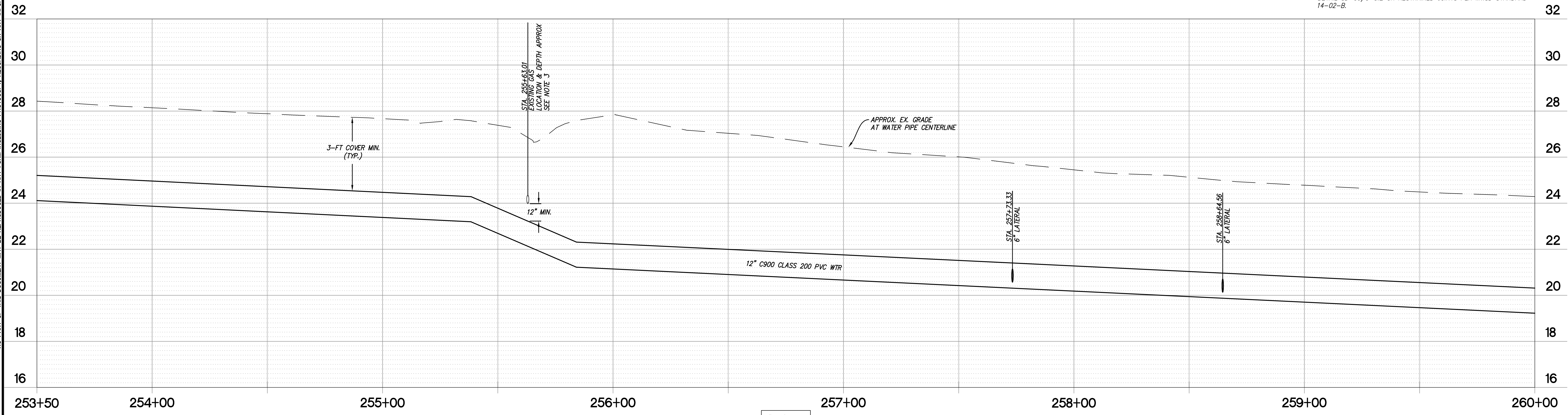
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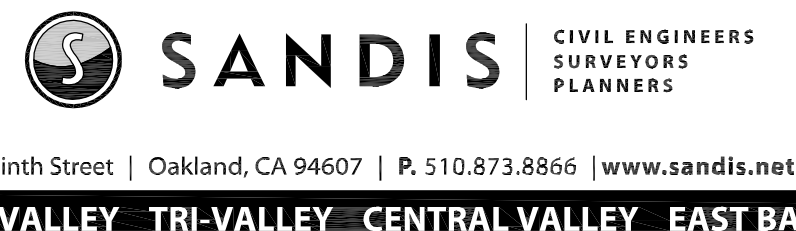
CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING SANITARY SEWER LINE PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO ENGINEER.

CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING SANITARY SEWER LINE PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO ENGINEER.

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1"=20' HORIZ  
1"=2' VERT



DATE: 12/13/18  
SCALE: 1"=20'  
DRAWN BY: RAB/SEC  
APPROVED BY: MAK  
DRAWING NO.: 616040

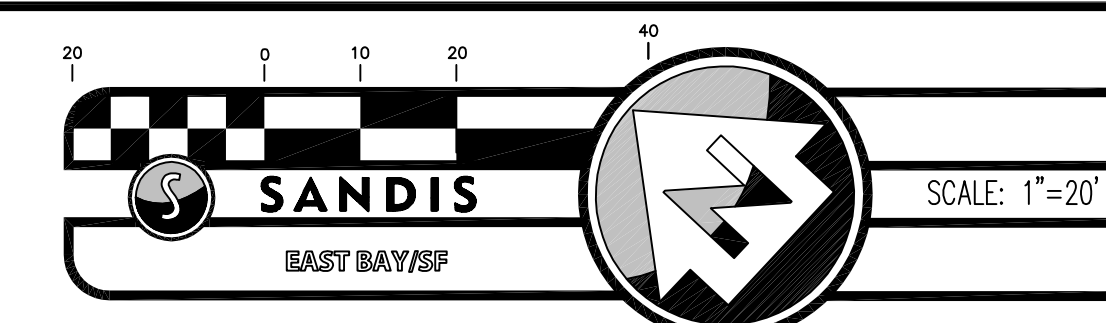
MICHAEL A. KUYKENDALL  
R.C.E. NO. 70870, EXPIRES 6-30-19

No.	REVISION	DATE	BY
01	MWSD RESUBMITTAL	08/09/19	MAK

**BIG WAVE**  
PRINCETON-BY-THE-SEA CALIFORNIA

**UTILITY PLAN AND PROFILE**  
STA: 253+50 TO STA: 259+00

SHEET  
**C-2.9**  
OF 32 SHEETS

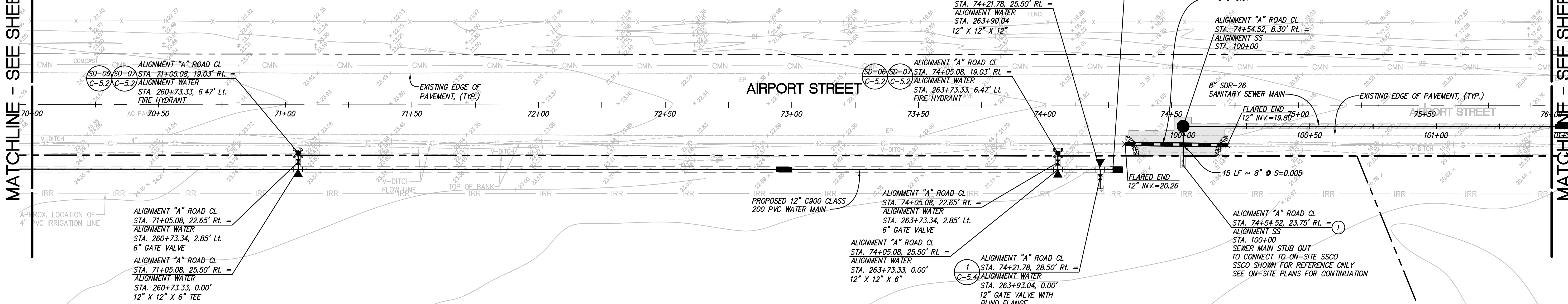


MATCHLINE - SEE SHEET C-2.9

MATCHLINE - SEE SHEET C-2.11

HALF MOON BAY AIRPORT

AIRPORT STREET

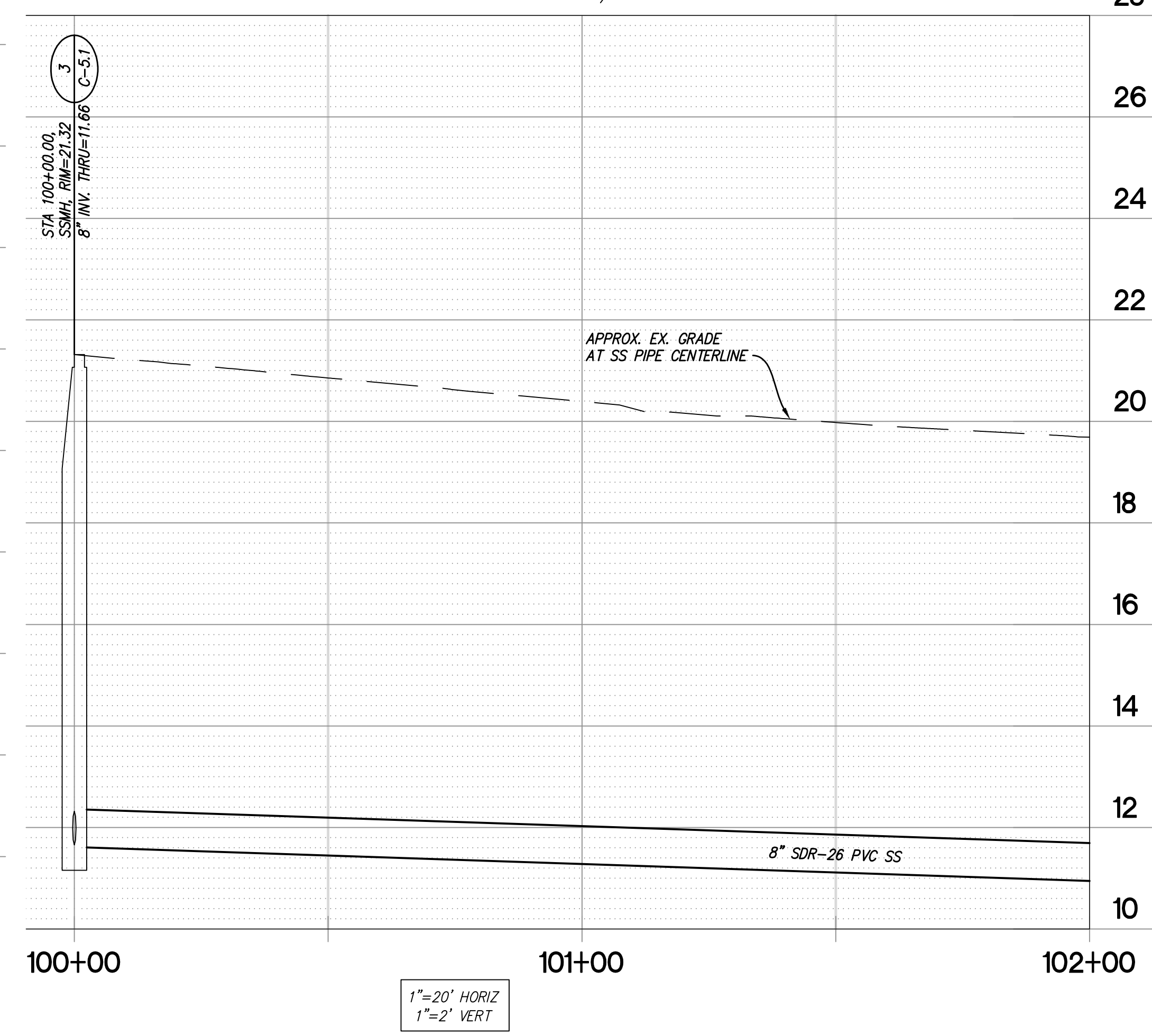
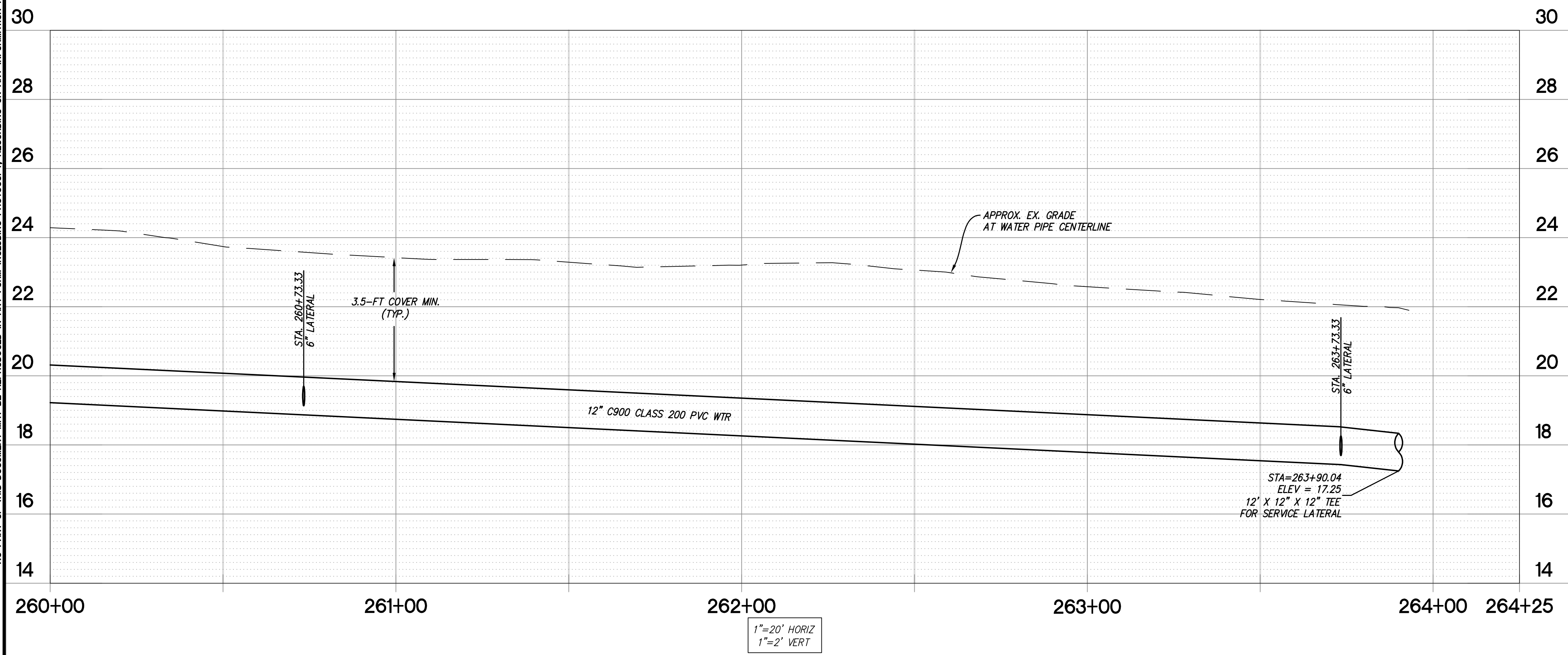


SHEET NOTES:

- ① STUB OUT FOR FUTURE SEWER MAIN EXTENSION TO SERVE BIG WAVE ON-SITE DEVELOPMENT. EXTEND 5-FT AND CAP.

NOTES:

- 1. SEE SHEET C-0.3 FOR CONSTRUCTION NOTES AND LEGENDS.
- 2. RESTORE EXISTING SURFACE ABOVE UTILITY TRENCHING IN KIND.
- 3. CONTRACTOR TO POTHOLE AND VERIFY ALL EXISTING UTILITY CROSSINGS PRIOR TO THE START OF WORK.
- 4. CONTRACTOR TO INSTALL THRUST BLOCKS PER MWSD STANDARD DETAIL SD-09/C-5.2 OR RESTRAINED JOINTS PER MWSD STANDARD 14-02-B.



**SANDIS** CIVIL ENGINEERS SURVEYORS PLANNERS  
 636 Ninth Street | Oakland, CA 94607 | P. 510.873.8866 | www.sandis.net  
 SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

DATE: 12/13/18	DATE: _____
SCALE: 1"=20'	
DRAWN BY: RAB/SEC	
APPROVED BY: MAK	
DRAWING NO.: 616040	MICHAEL A. KUYKENDALL R.C.E. NO. 70870, EXPIRES 6-30-19

No.	REVISION	DATE	BY
01	MWSD RESUBMITTAL	08/09/19	MAK

**BIG WAVE**  
 PRINCETON-BY-THE-SEA CALIFORNIA

UTILITY PLAN AND PROFILE  
 STA: 100+00 TO STA: 102+00

SHEET  
**C-2.10**  
 OF 32 SHEETS

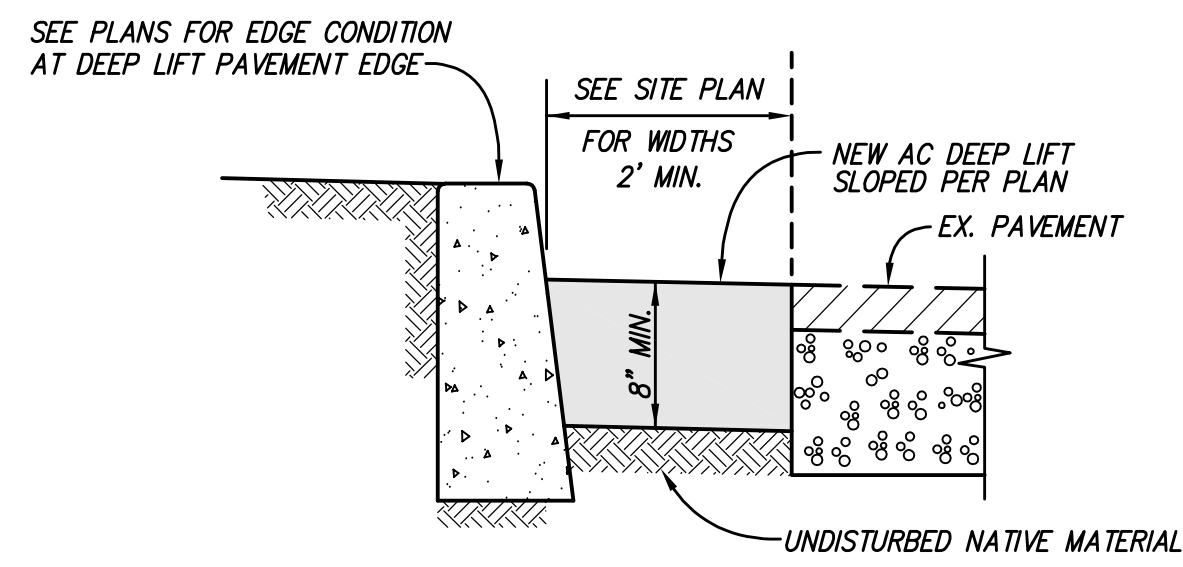
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File: X:\P\616040\PLAN SETS\3) SHEET SET\OFFSITE\C-2.10.dwg Date: Aug 09, 2019 - 11:40 AM

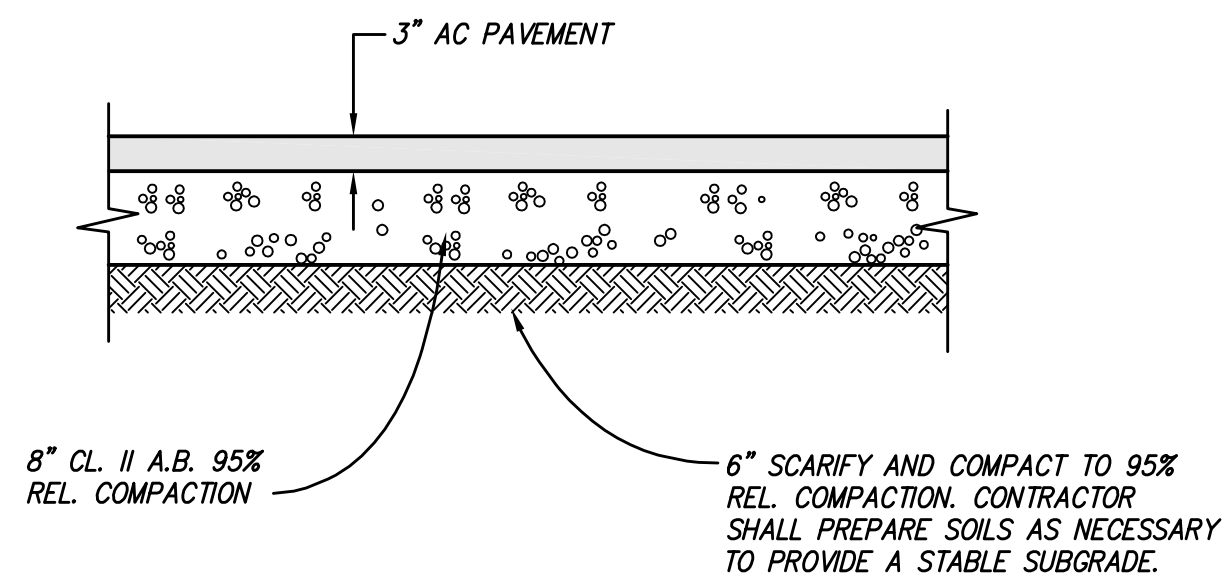
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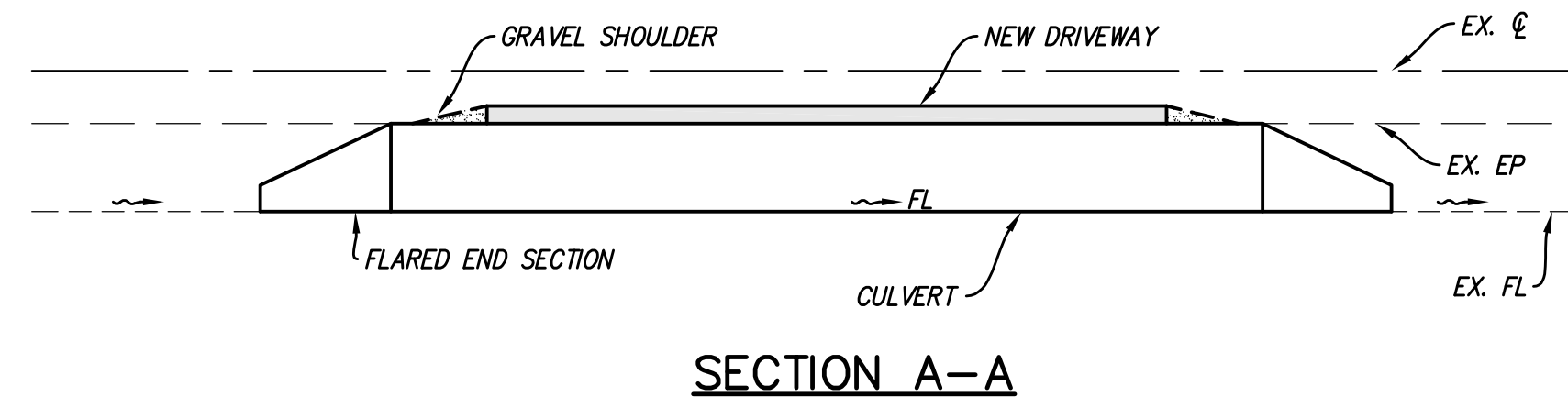
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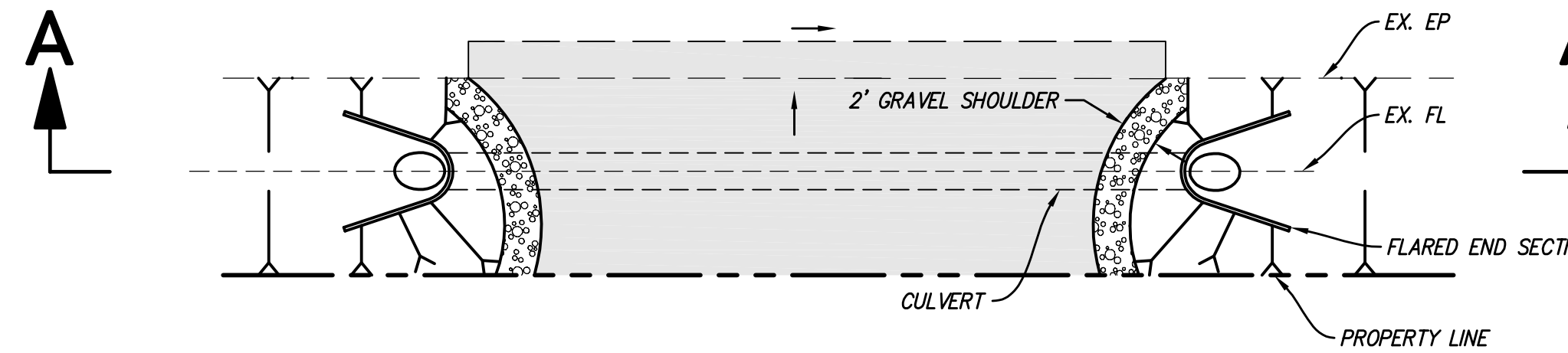
**AC DEEP LIFT**  
N.T.S. (1)



**ASPHALT PAVEMENT SECTION**  
N.T.S. (2)

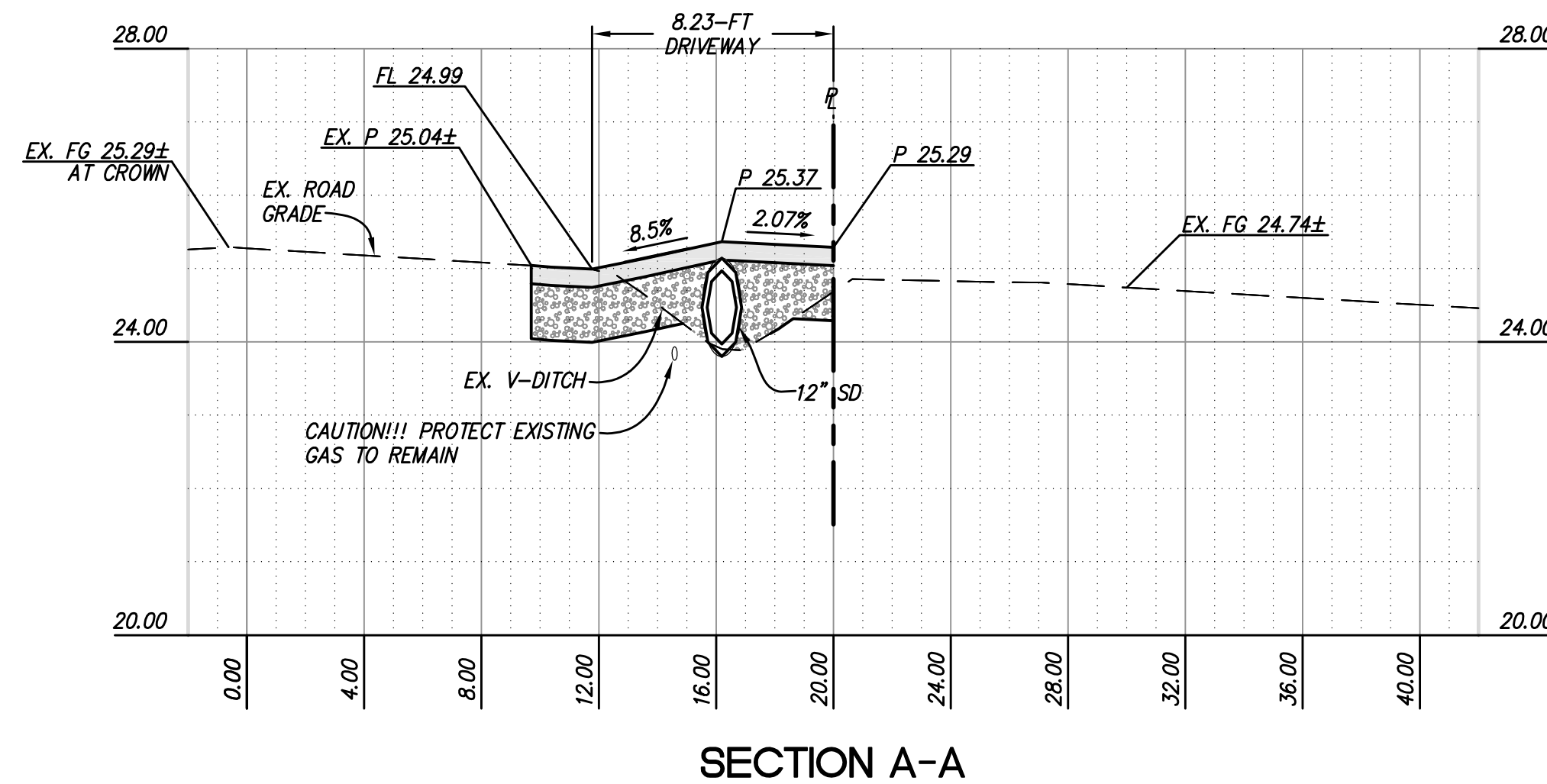


**SECTION A-A**



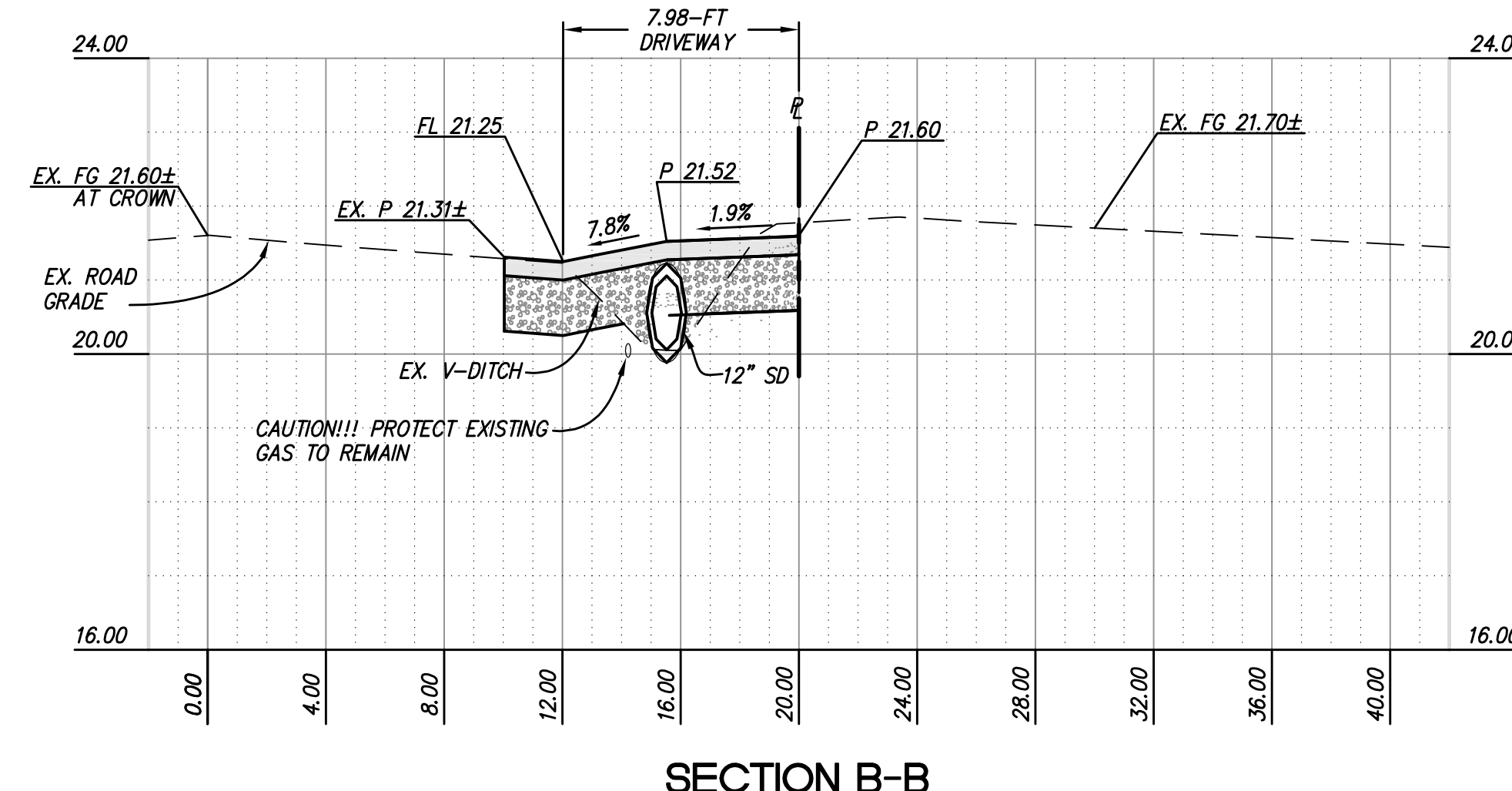
**PLAN VIEW**

**DRIVEWAY DETAIL**  
N.T.S. (3)



**SECTION A-A**

HORIZ: 1"=5'  
VERT: 1"=2'

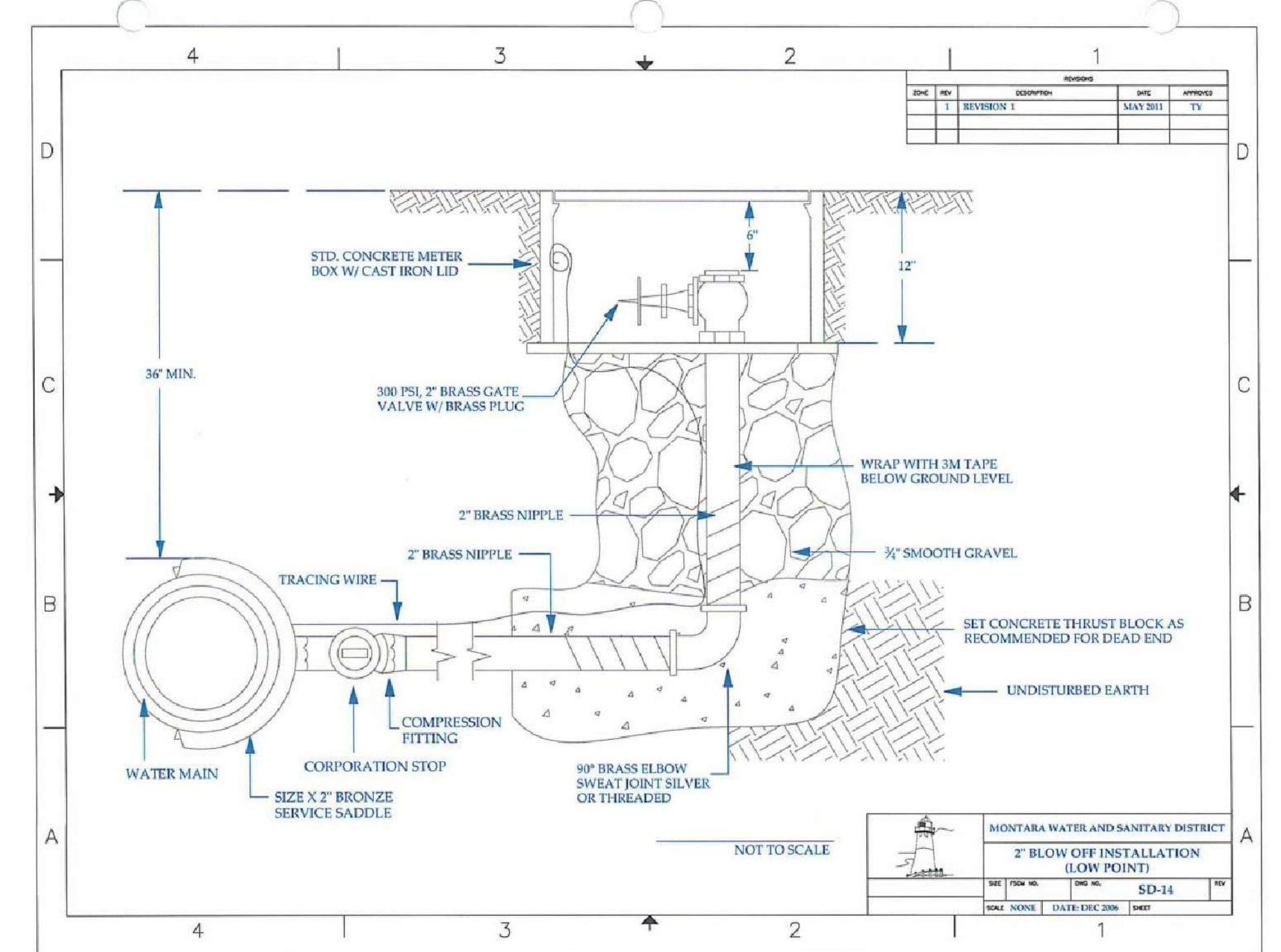
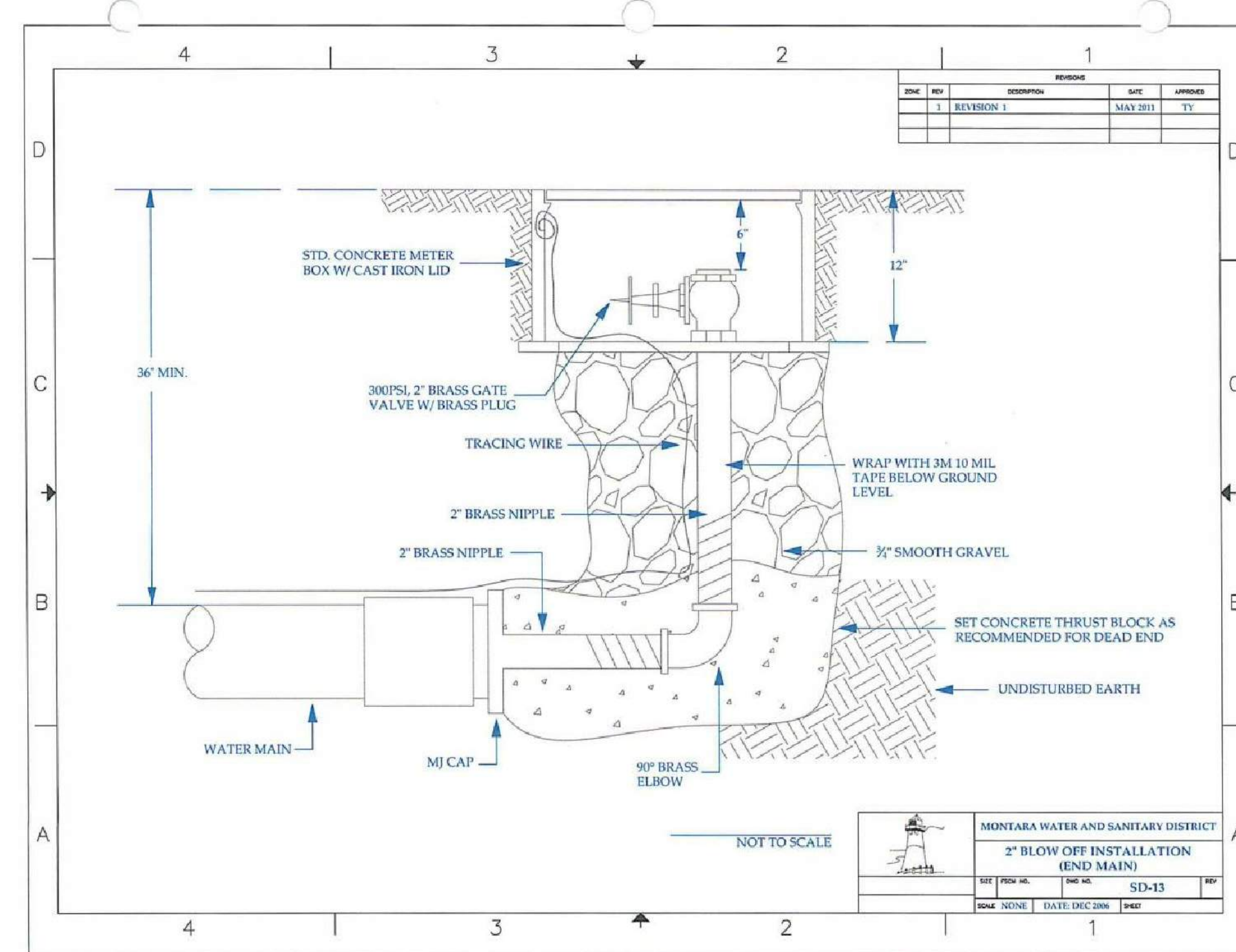
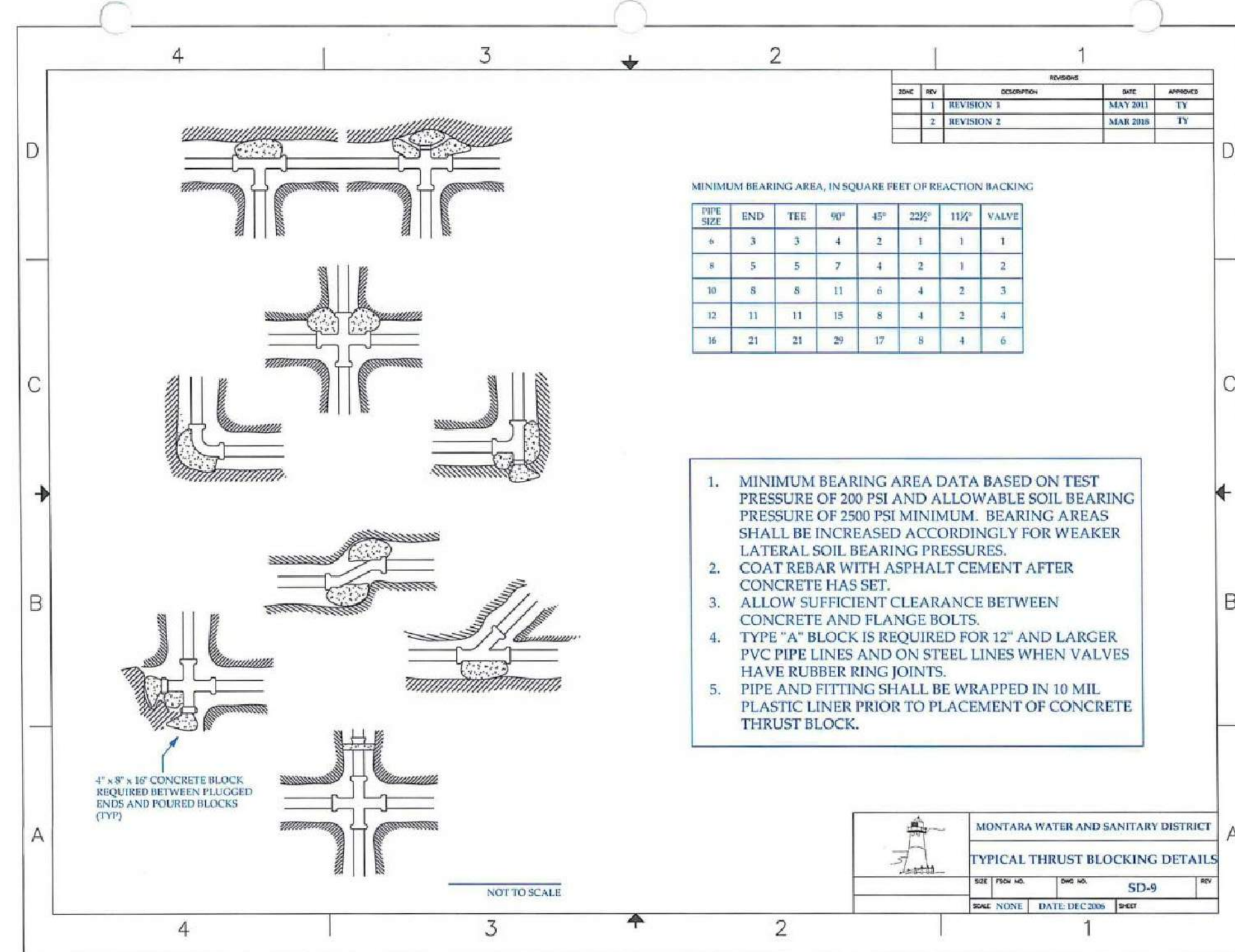
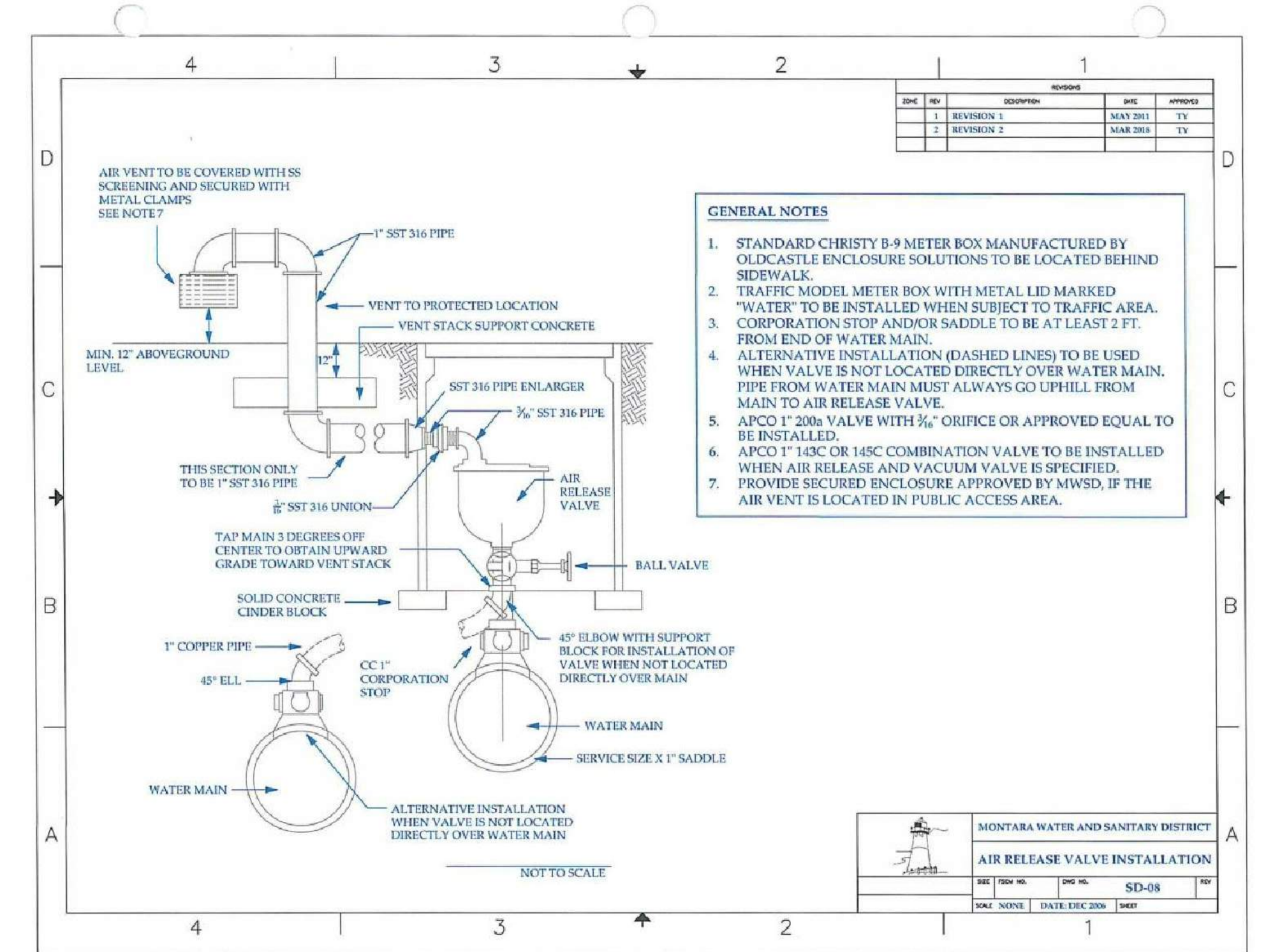
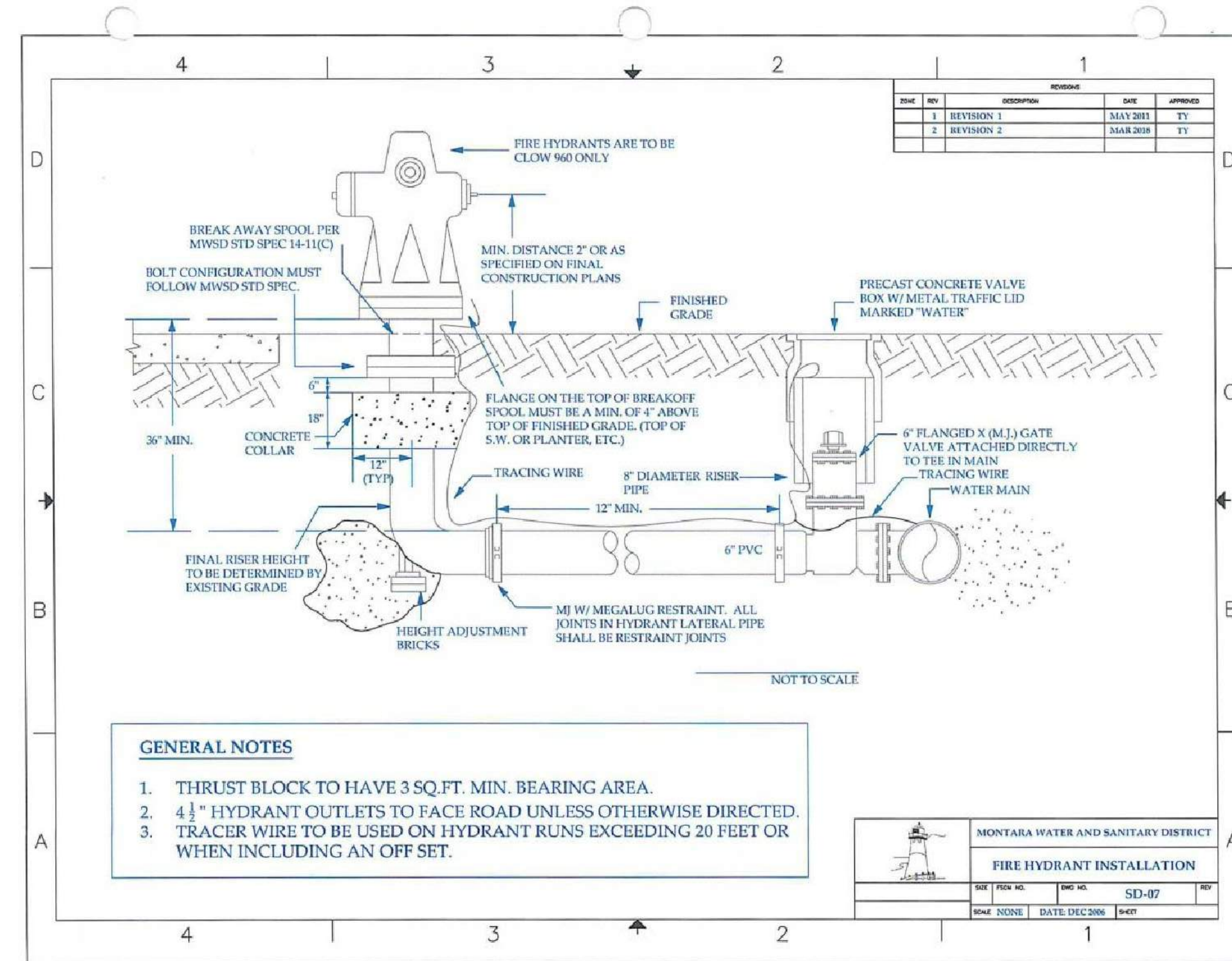
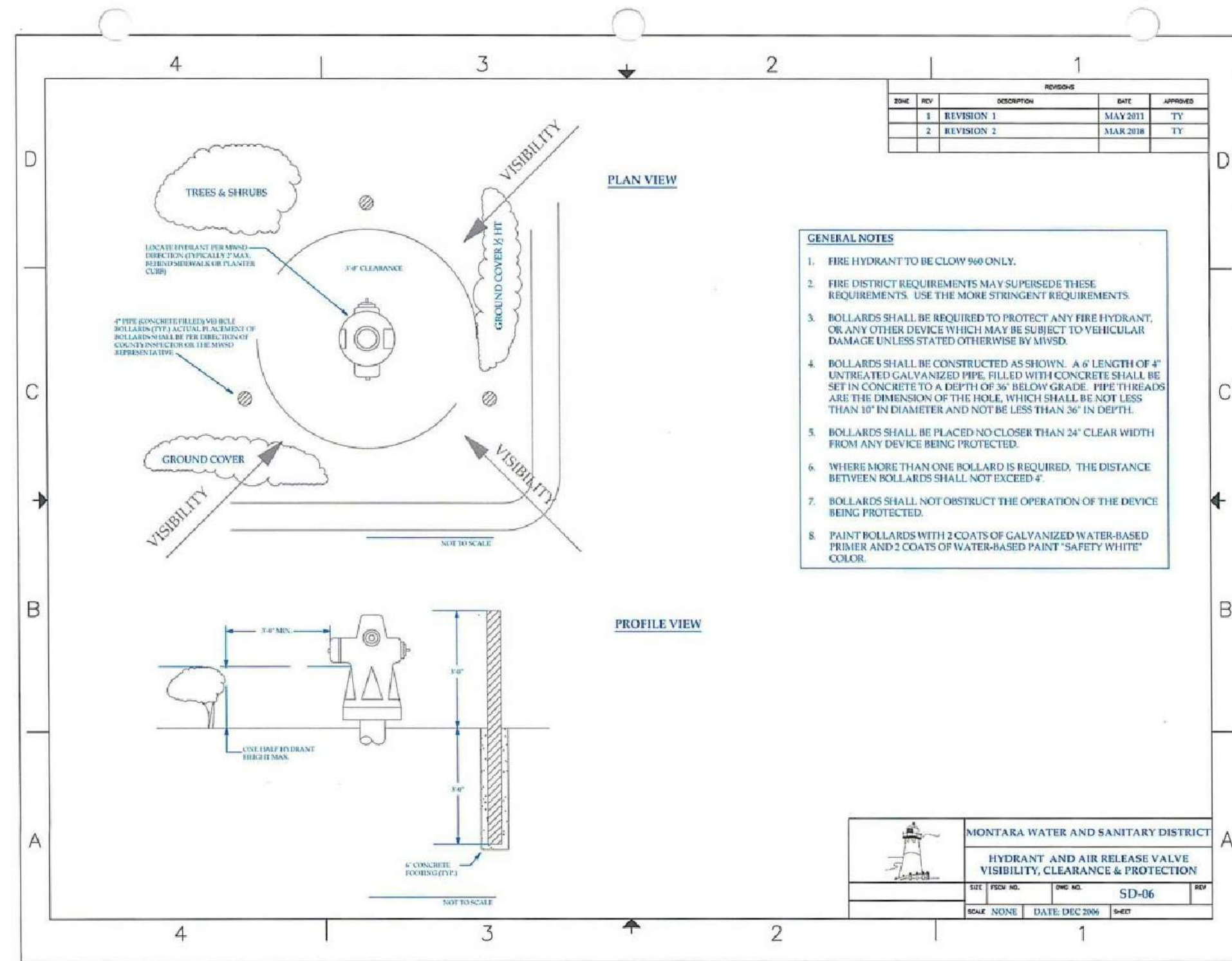


**SECTION B-B**

HORIZ: 1"=5'  
VERT: 1"=2'

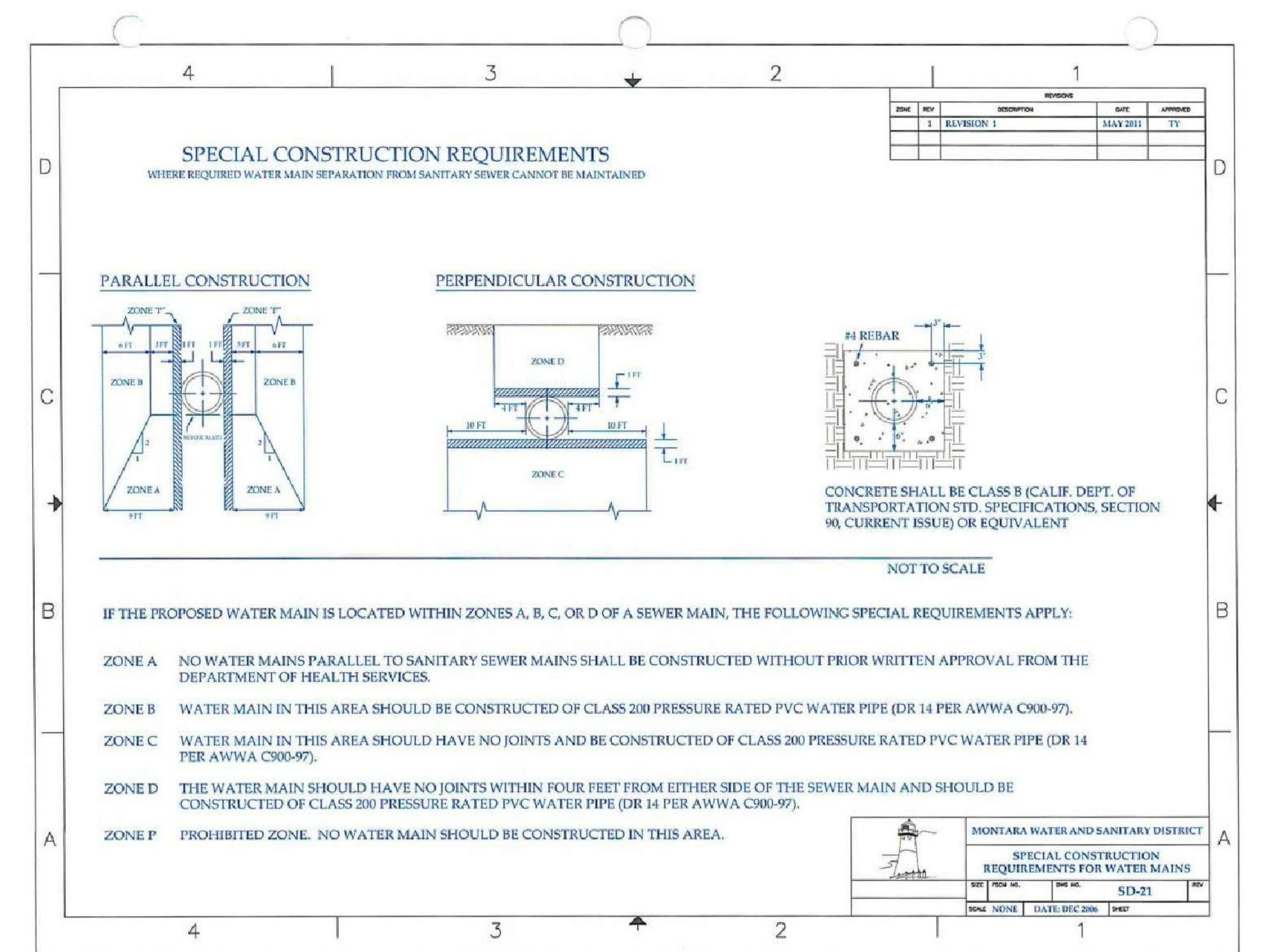
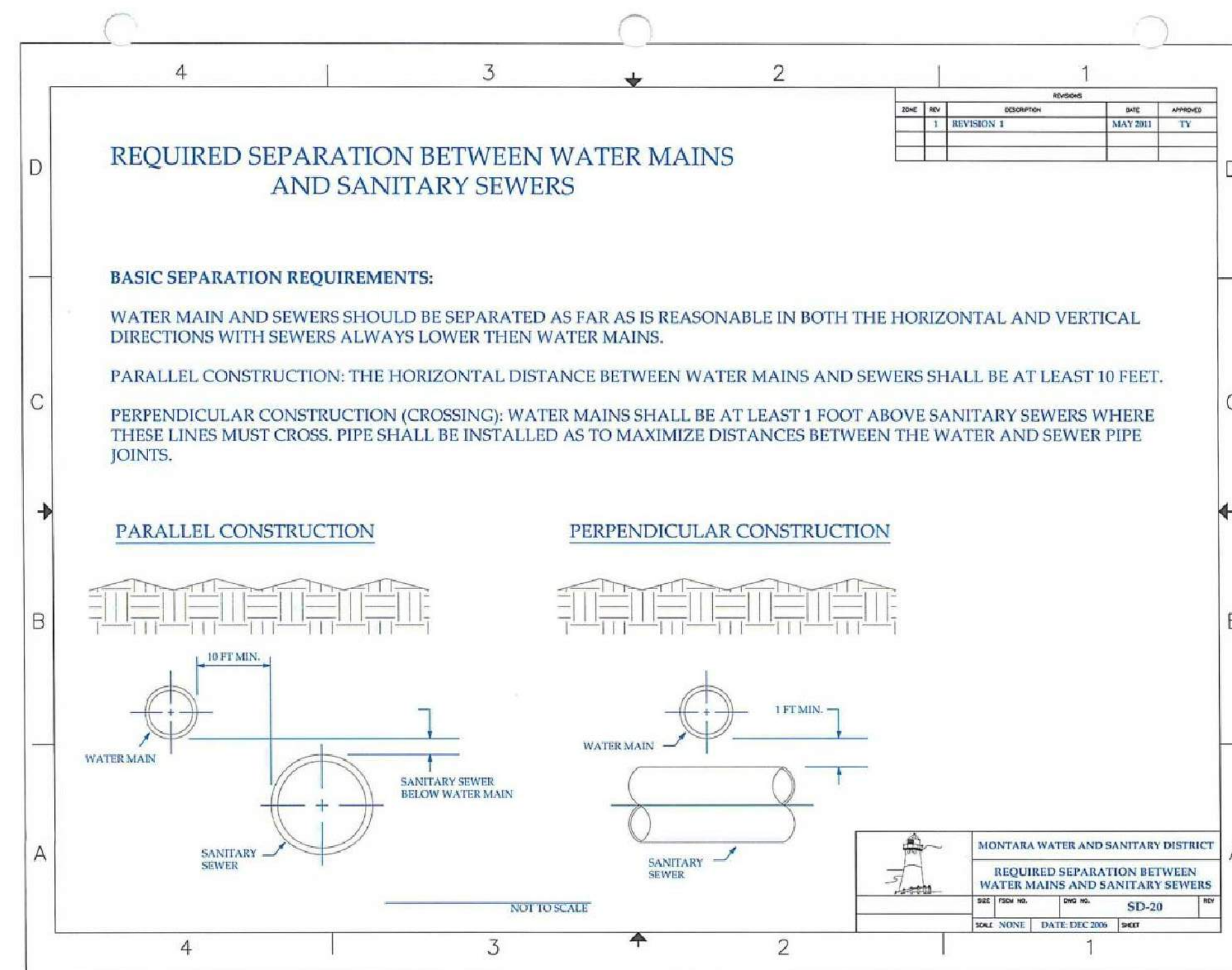
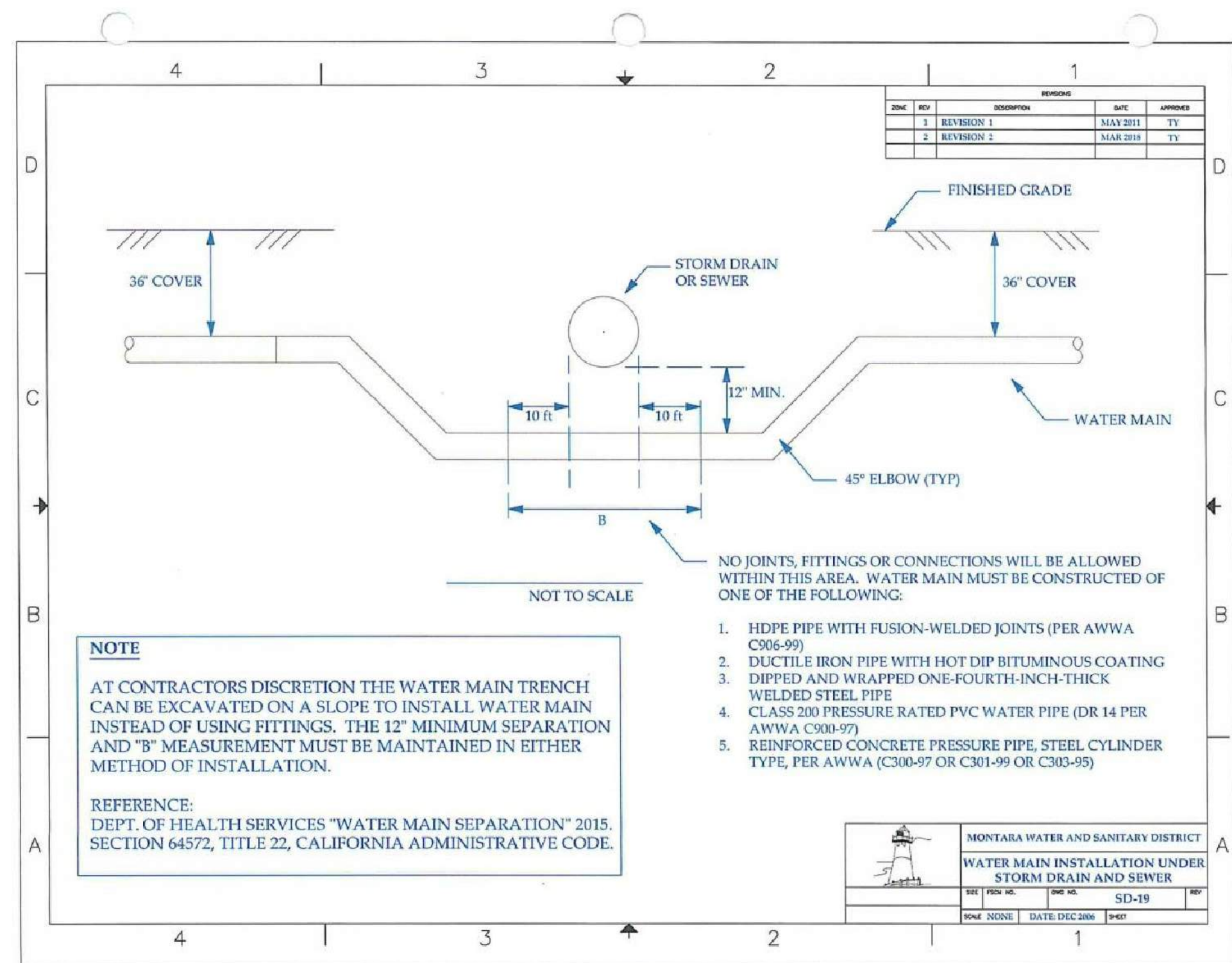
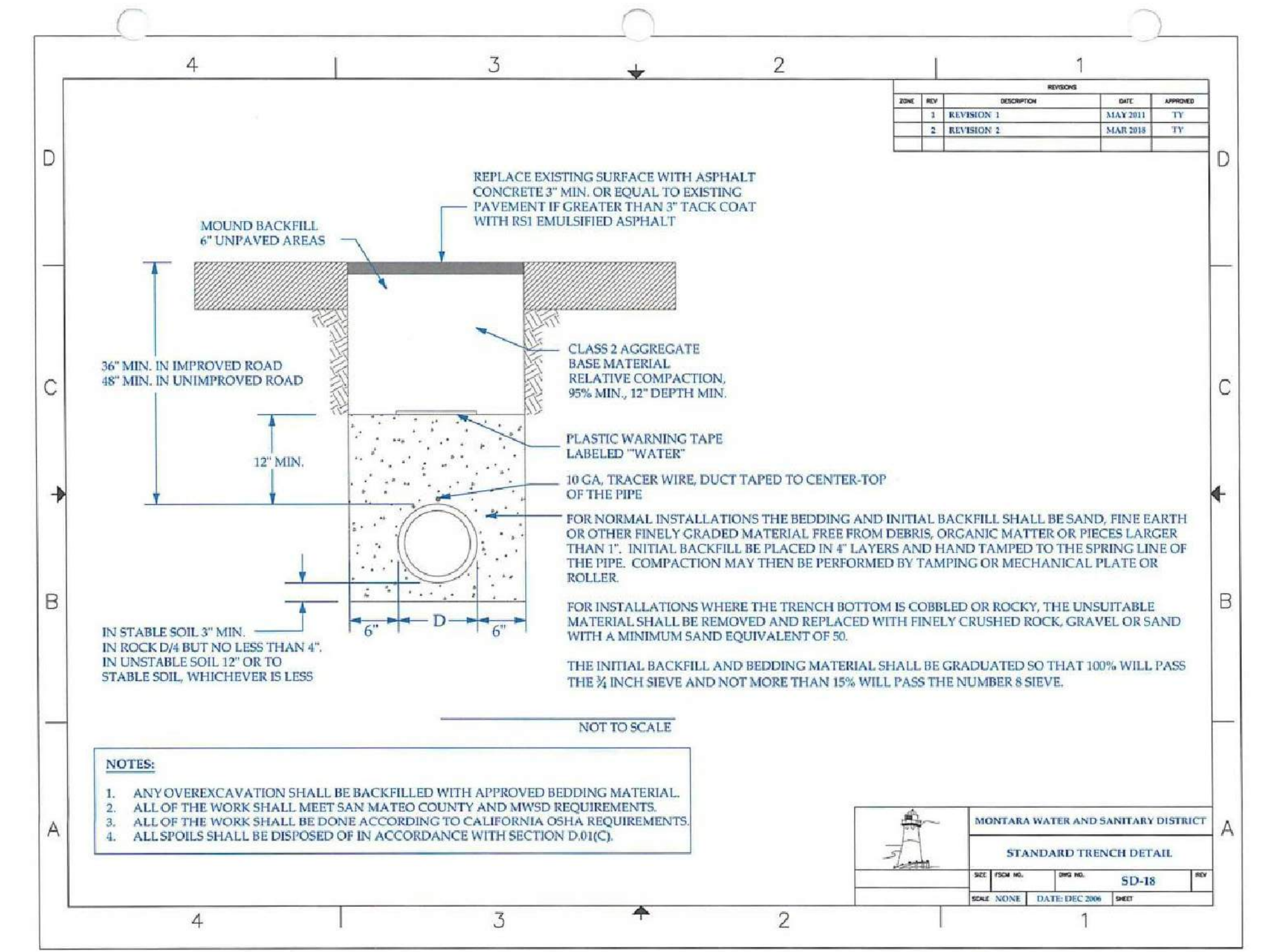
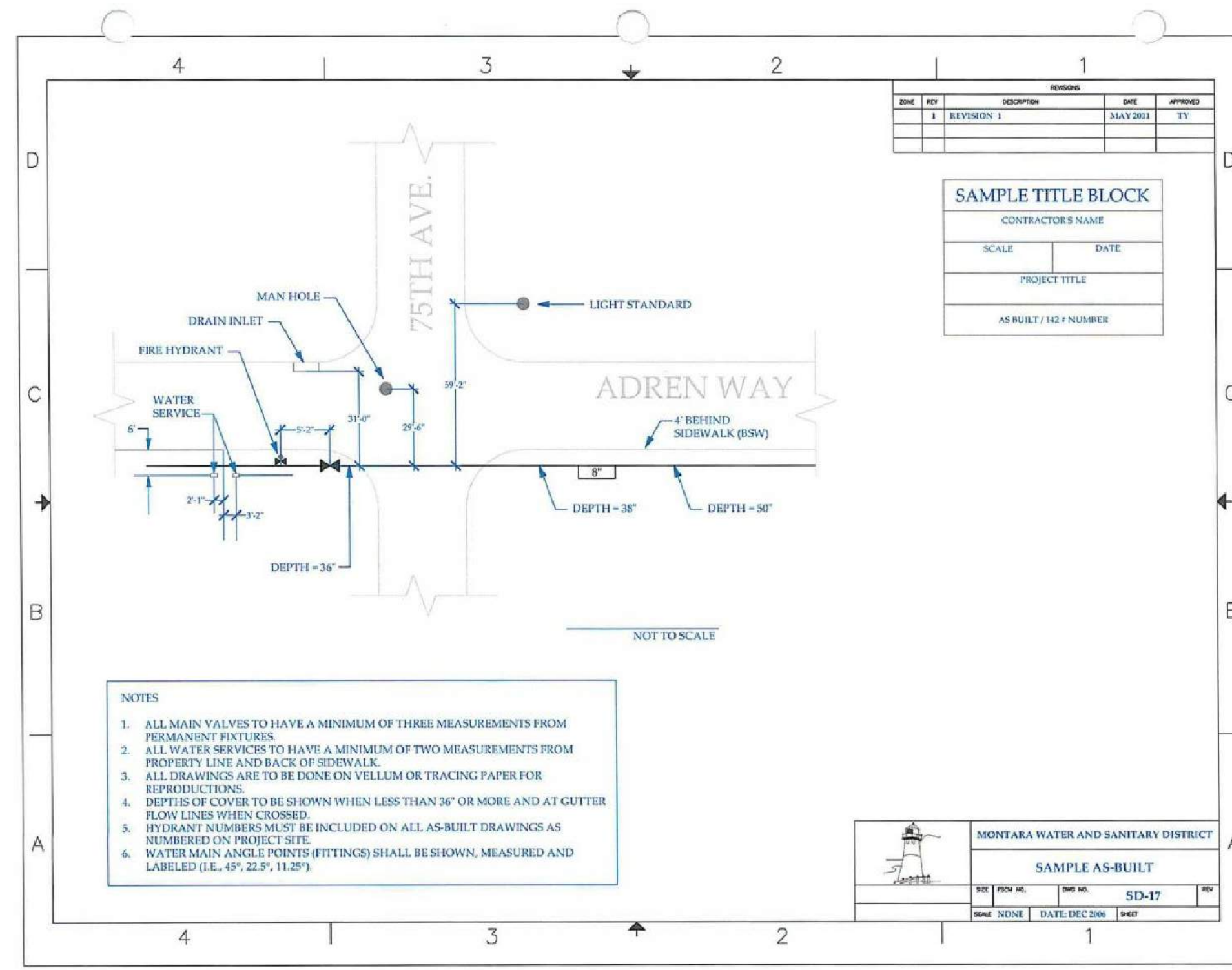
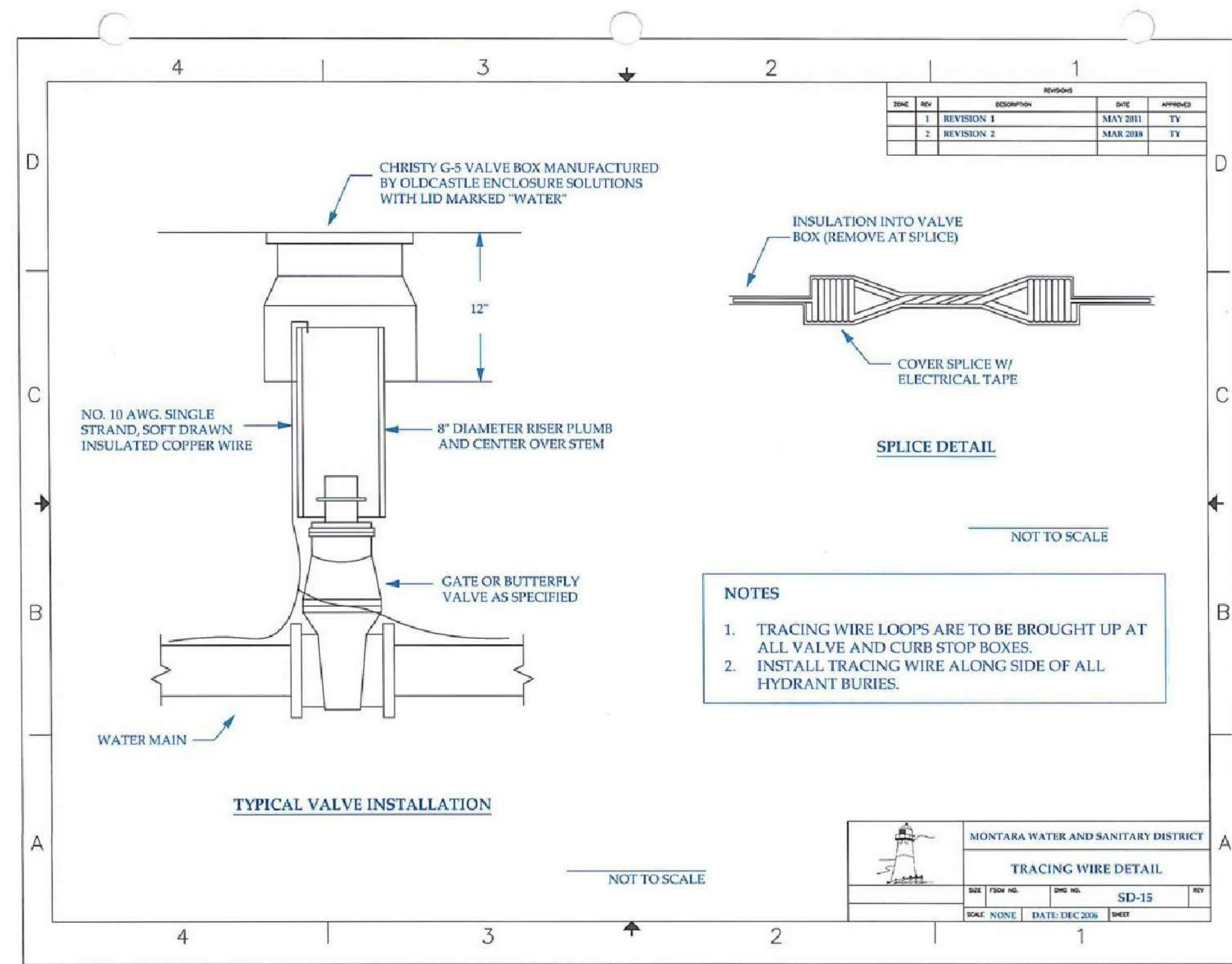


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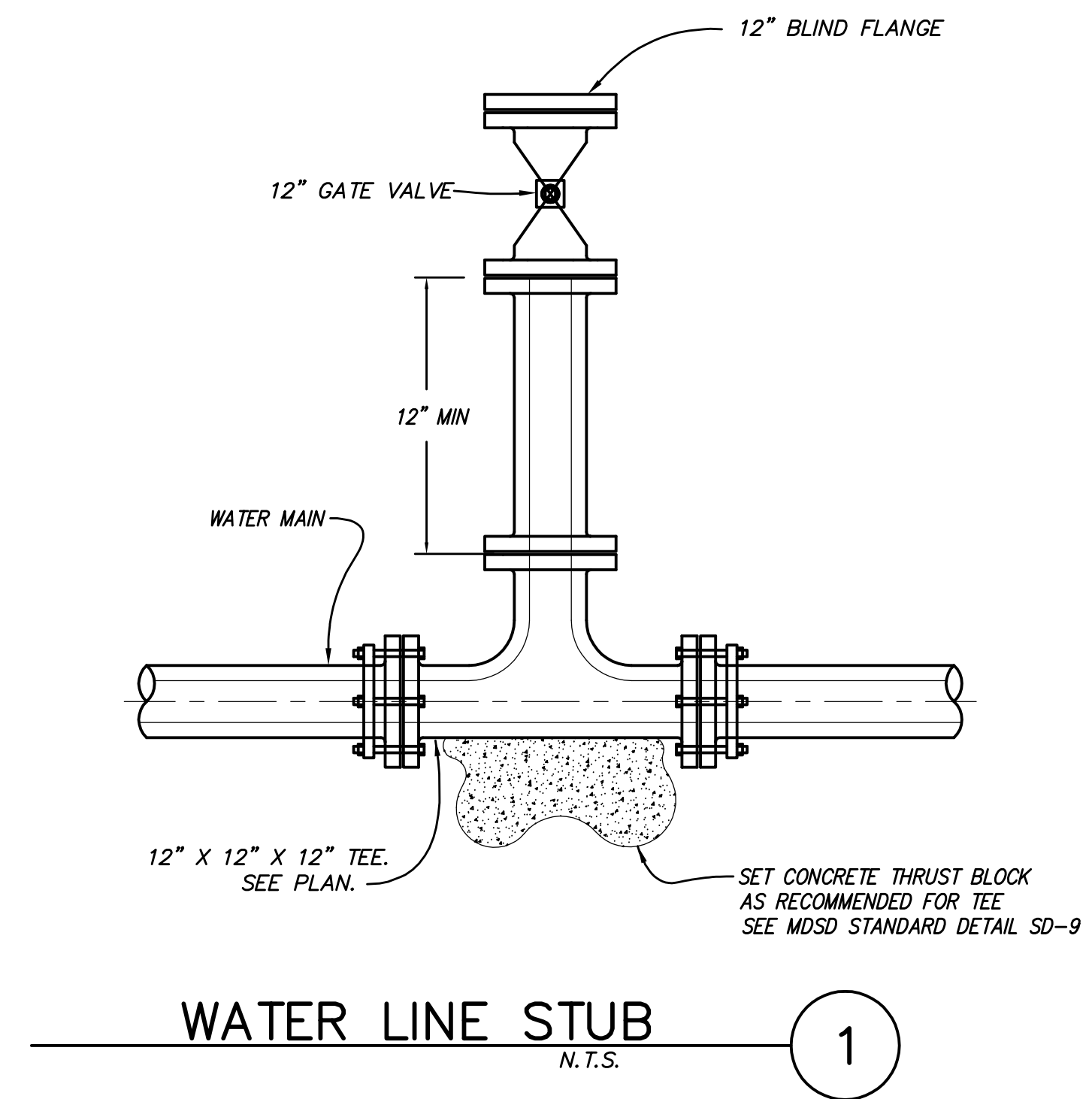
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	4	3	2	1
D				
C				
B				
A				

**NOTES:**

1. ALL INSTALLATIONS SHALL BE IN ACCORDANCE WITH MONTARA WATER AND SANITARY DISTRICT STANDARDS AND SPECIFICATIONS.
2. MINIMUM DISTANCE BETWEEN SANITARY SEWER AND WATER MAINS SHALL BE TEN FEET (10') HORIZONTALLY OR IN COMPLIANCE WITH DPH TITLE 22, CHAPTER 16, SECTION 64572.
3. WATER MAIN PIPE SHALL BE C-900 CLASS 200 PLASTIC PIPE OR AS APPROVED BY MWSD WATER ENGINEER.
4. ALL 3/4", 1", 1 1/4", AND 2" SERVICE LINES TO BE TYPE "K" COPPER PIPE UNLESS SURROUNDING GROUND CONDITIONS DICTATE CHANGE (SUBJECT TO APPROVAL BY MWSD WATER ENGINEER).
5. ALL VALVES SHALL BE RESILIENT WEDGE EPOXY COATED WITH STAINLESS STEEL BOLTS.
6. ALL FITTINGS SHALL BE CEMENT LINED AND BITUMINOUS COATED OUTSIDE AND PAINTED WITH POLYGUARD C.A. #14 MASTIC.
7. ALL FLANGE FITTINGS TO BE BOLTED TOGETHER WITH 316 STAINLESS STEEL NUTS AND BOLTS.
8. ALL INSTALLATIONS OF MAINS AND SERVICES SHALL HAVE BLUE COATED #10 GA. STANDARD WIRE FOR LOCATING.
9. ALL TAPPING SLEEVES TO BE ALL STAINLESS STEEL CIRCUMFERENTIAL SEAL TYPE WITH STAINLESS STEEL FLANGE, BOLTS, AND NUTS.
10. USE EBAA MECHANICAL JOINT MEGA-LUGS ON ALL MECHANICAL JOINT FITTINGS.
11. USE EBAA SERIES 1600 RESTRAINTS TO RESTRAIN PIPE IN COMBINATION WITH CONCRETE THRUST BLOCKS. MWSD TO ADVISE CONTRACTOR OF REQ'D. LENGTHS OF PIPE TO BE RESTRAINED.

MONTARA WATER AND SANITARY DISTRICT			
FACILITY STANDARDS			
DATE	REV. NO.	DATE	BY
	SD-22		
DRAWN BY: MAK			







# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

**SUBJECT: MWSD Collections Contract Update.**

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This item was requested to be added as a standing item to the second monthly agenda by director Marshall. Staff is reporting on an ongoing basis about the contract assessment and negotiation process.

The SAM Acting Manager and MWSD General Manager met to discuss how to proceed with the collections contract update. MWSD prepared a draft scope of services that SAM is currently reviewing. The MWSD legal review of existing documents is outstanding.

RECOMMENDATION:

This is for Board information only.



# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Review and Possible Action Concerning Water  
Rate Study.**

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In conjunction with this year's budget approval staff was authorized to initiate a water rate study. The District's current water rates are not providing sufficient income to cover next year's financial needs. A \$500,000 loan from sewer to water was implemented to temporarily cover a portion of the costs.

The District's financial consultant Alex Handlers with Bartle Wells presented initial findings and ideas at the July 18 meeting. Staff and consultant are finalizing a draft that should be reviewed by the District's finance committee to provide guidance in advance of the next MWSD Board meeting.

## RECOMMENDATION:

Refer current staff work to the Finance Committee, schedule a committee meeting in advance of the next MWSD board meeting.

# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

## **SUBJECT: Tracer Study Project Update**

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On June 4, 2018 and June 14, 2018, The State Water Resources Control Board - Division of Drinking Water (DDW) conducted an annual Sanitary Survey for Montara Water and Sanitary District (MWSD, Water System No. 4110010) water system. The 2018 Sanitary Survey Findings Letter, dated July 10, 2018, stated that “the Division understands groundwater from the distribution system can at times enter the Alta Vista Tank No.1 (AV Tank No.1), which the Alta Vista Water Treatment Plant (AVWTP) utilizes as a clearwell for CT compliance purposes. The Division is concerned that this configuration has the potential for resulting in surface water that is inadequately disinfected being served to customers. The Division recommends MWSD utilize a reservoir solely for CT compliance purposes. If not, MWSD should be prepared to demonstrate that there is no deleterious effect on CT compliance based on all possible system configurations.”

To address the DDW request, the Board approved \$35,000 budget on June 20, 2019 for staff to perform a Tracer Study to address the DDW’s concerns with AVWTP meeting the CT (contact time) requirement for disinfection in the presence of groundwater plumbed to the AV Tank No.1 outlet piping.

The objectives of the tracer study included the following:

- Evaluate the overall hydraulic conditions of AV Tank No.1 under normal system configurations at maximum-day system demand;
- Determine t<sub>10</sub> (time when 10% of tracer mass has exited the storage tank);
- Calculate effective CT based on t<sub>10</sub> values obtained to compare with the estimated CT using the USEPA Guidance Manual to determine the CT compliance of AV Tank No.1;
- Prepare a technical memorandum with the findings of the study;
- Provide any recommendations for improvements or operational strategies for full CT compliance of the Surface Water Treatment Rule.

### PROJECT UPDATE

The District Water Engineer started preparing for the tracer study after the Board’s approval in June 2019. The tracer experiment had to be conducted within the District’s water system’s peak demand season from July to September. A project work plan that detailed the project background, objectives, methodology and expected outcome was prepared by the District

# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

Water Engineer and submitted to DDW on July 16, 2019. DDW approved the work plan on the same day, July 16, 2019.

From mid-July to late-August, the District Water Engineer purchased experiment supplies including tracer chemical, health and safety gears, analytical instruments, laboratory apparatus, and miscellaneous tools and fittings for chemical injection and tracer chemical analysis. The District Engineer also coordinated with vendor to provide temporary flow meter installation at the AV Tank No.1 outlet in order to monitor flow rate for tracer mass balance calculations. Detailed staffing plan was also developed for District's and DDW's approval to ensure successful operation on the day of the tracer experiment.

The experiment was setup on August 28, 2019 with support from District water engineers, flow meter vendor, and District operators. The experiment was successfully carried out on August 30, 2019. District water engineers and District's operators were onsite to carry out the experiment. The entire experiment lasted approximately 13 hours for sufficient data to be collected for a conservative measurement of t10 value. Photos of the experiments are included in **Exhibit A**.

Preliminary data analysis indicated that groundwater into AV Tank No.1 did not compromise disinfection from AVWTP. Assuming a conservative 15% reduction of t10 value required, t10 measured was at least 20 times longer than needed contributed by additional mixing in AV Tank No.1 by introduction of groundwater from the tank outlet.

The District Water Engineer is preparing a study report to demonstrate that the tracer study has proven that AV Tank No.1 meets the CT requirements. Introduction of groundwater effectively improved mixing, baffling factors and disinfection of AV Tank No.1. The study results demonstrate that construction of a new clearwell would not be needed, thus saving the District the cost of this construction (about \$300,000-\$500,000).

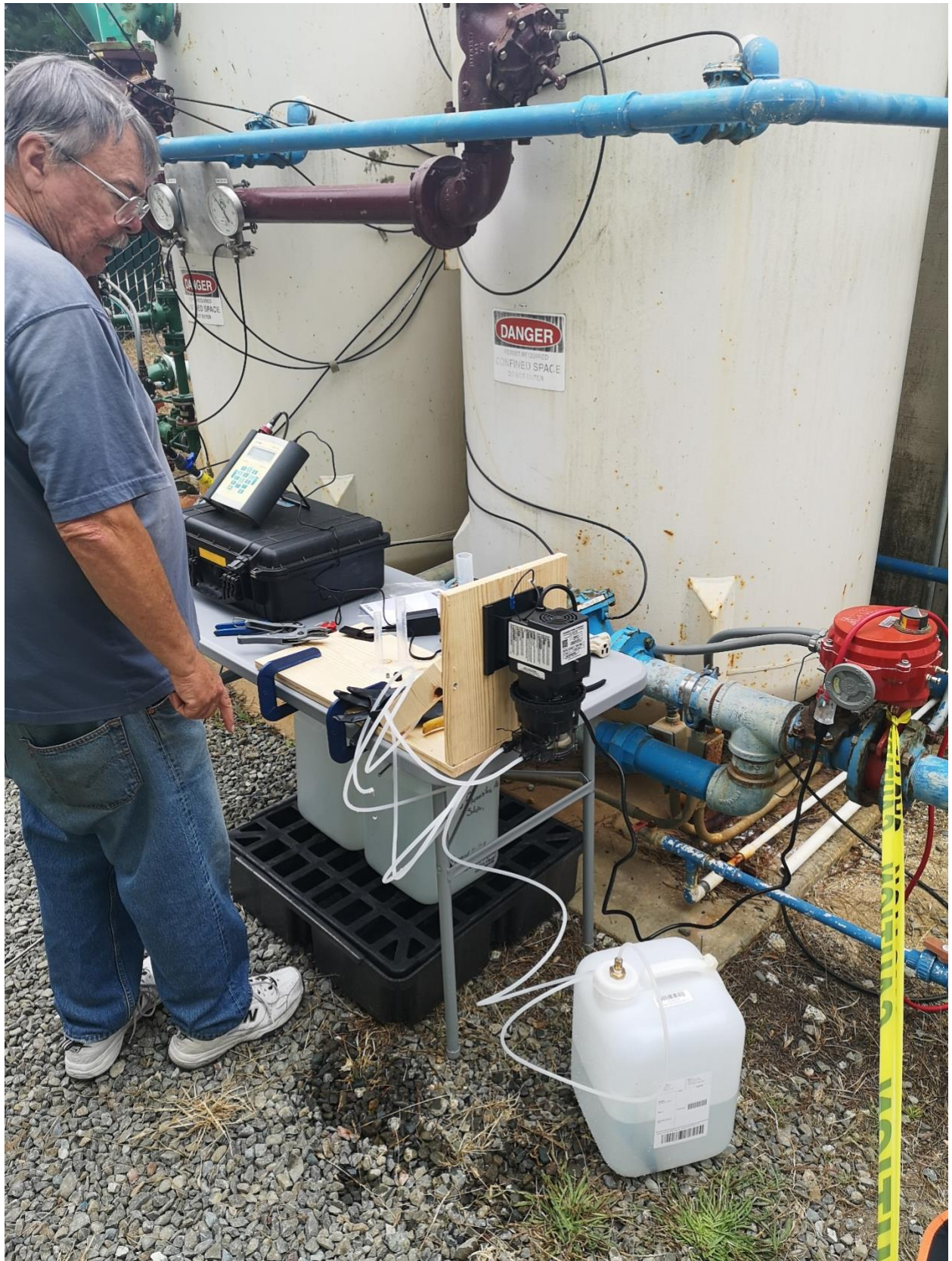
The report is estimated to be completed within 2 weeks. The project is currently within schedule and under budget.

## RECOMMENDATION

This report is for Board information only.















# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

*CH*

**SUBJECT: Progress Report for the Wagner Well  
Rehabilitation and Water Main Replacement  
Project**

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The Montara Water and Sanitary District's (MWSD or District) Wagner Well Rehabilitation and Water Main Replacement Project is under construction and work is proceeding on schedule and budget. This capital project was included in the District's Capital Improvements Program and fiscal year Budget.

Construction work completed to date includes:

- Cleanout and demolition of two non-operational steel vessels containing granular activated carbon at the Drake Well site. This was done so that the vessels can be permanently removed from the site to improve the local aesthetics.
- Installation of a new 6-inch-diameter water main between the Drake and Wagner Well sites. This work was performed using trenchless construction (horizontal directional drilling) to avoid surface disruption and adverse visual impacts. This new pipeline will replace the old deteriorated pipe and improve the systems resiliency and reliability.
- At the Wagner Well site, the well pump was pulled for inspection, the casing and screen cleaned, and reassembled. Power and control conduits and wiring are also being replaced and upgraded.

Remaining work includes:

- Painting the above-ground piping and repairing the fence and gates at the Drake Well site
- Repairing the fence and gates at the Wagner Well site
- Demolition of an existing dilapidated shed and generator

The project closeout is expected by the end of October 2019.

RECOMMENDATION:

Receive report. This item is for the Board's information only, no action is required.



# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Review and Possible Action Concerning District  
Minutes Review.**

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This item was placed on the agenda after Lou Wall asked the Board at a July board meeting to consider reviewing the district's minutes preparation.

The district minutes are prepared by the District Clerk, reviewed by the General Manager, and approved by the MWSD board. The District Clerk attended the California Special District's Association Board Secretary Conference that included a seminar focused on the preparation of board minutes.

The District is at minimum recording the actions taken during meetings (Action Minutes). In the past the Board asked to expand the minutes to capture conversations that lead up to board decisions (Discussion Minutes) and this minute format can be viewed as MWSD's standard minute format. For certain discussion items board or legal counsel have been asking for a word by word documentation (Verbatim Minutes). All three forms are applied at discretion or at request, however, MWSD minutes have generally been Discussion Minutes to allow for a better understanding of how decisions were made.

RECOMMENDATION:

Discuss and direct staff.



# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

**SUBJECT: Review and Possible Action Concerning  
Wastewater Management Specialists Proposal  
to Sewer Authority Mid-Coastside.**

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The Sewer Authority Mid-Coastside (SAM) board of directors received a report suggesting SAM organizational improvements by Wastewater Management Specialists, LLC. The SAM board indicated interest to move forward with the provided suggestions. The associated cost for the processes will require a budget amendment from SAM, or other form of member agency approval. Principle Dan Child was presented the initial evaluation to the MWSD board at last week's meeting.

The MWSD Board asked staff to schedule an item to discuss how the proposal can be implemented or financed. SAM is currently starting the recruiting process for a new manager. In this context the MWSD board would also like to address the desired attributes skills and values of a new a new SAM manager.

## RECOMMENDATION:

Discuss and direct staff and SAM reps.



# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 12, 2019**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

*CH*

**SUBJECT: General Manager's Report**

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**Operations:** Operations Department has been preparing and assisting with the District AV Tracer Study, Airport Treatment Plant 3, and Wagner rehabilitation project.

**Projects:** Construction of the new Airport 3 Treatment Plant is close to completion. Pressure rated UV resistant flex hoses and new vessels are scheduled to be delivered next week. Testing of the new Treatment Plant will follow the vessel installation.

The Highway 1 crossing Sewer Project is also close to completion. Hydroseeding on MWSD property is still outstanding. A possible change order to further improve the MWSD access road runoff may be brought to the MWSD board soon.

The Wagner Well site and pipeline replacement project is implemented. The old GAC treatment vessels at the Drake site have been removed. Piping between Drake and Wagner well is scheduled to be replaced this week.

**General Manager Certification:** The General Manager completed a 36 hour water treatment course with American Water College and renewed the SWRCB Water Distribution 3 and Water Treatment 3 certifications.

**Conferences:** The General Manager attended the ACWA Region 5 meeting on September 5. Most notable was the desire of all large Bay Area Water District's to review their respective source portfolio and respond to new realities for drought contingency and fire preparation in California. All major Bay Area agencies are developing Level of Service goals to ensure sustainability similar to Valley Water District's : " Develop water supplies designed to meet at least 100% of average demands..."

In contrast MWSD has already developed all it's sustainable water supplies and set aside 50% of it's capacity for drought contingency.

RECOMMENDATION:

This is for Board information only.

Attachment