

Montara Water & Sanitary District

Serving the Communities of Montara and Moss Beach

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AGENDA

Regular Meeting

District Board of Directors

8888 Cabrillo Highway
Montara, California 94037

July 17, 2014 at 7:30 p.m.

(Regular Meeting)

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 June 5 and June 19, 2014.
2. Approve Financial Statements for May 2014.
3. Approve Warrants for July 1, 2014.
4. SAM Flow Report for May 2014.
5. Monthly Review of Current Investment Portfolio.
6. Connection Permit Applications Received.
7. Monthly Water Production Report for May 2014.
8. Rain Report.
9. Solar Energy Report.

OLD BUSINESS

1. Review and Possible Action Concerning Completion of Pillar Ridge Water System Acquisition.
2. Review and Possible Action Concerning San Mateo County Grand Jury Report Investigating the Transparency of Independent Special District's Websites.

NEW BUSINESS

1. Review and Possible Action Concerning Public Planning Workshop on July 24, 2014.
2. Review and Possible Action Concerning a Main Extension Agreement for Installation of a New Domestic and Private Fire Protection Service at 885 San Ramon Avenue, Moss Beach.
3. Review and Possible Action Concerning Change Order 1 and 2 for the Pump Station Control Panel Upgrades – Phase 1.
4. Review and Possible Action Concerning Cost Sharing Agreement for the Adjustment Reconstruction and Modification of MWSD Facilities – Seal Cove/Moss Beach Area.
5. Review and Possible Action Concerning State Revolving Fund Project 024 Revised Funding Agreement.
6. Review and Possible Action Concerning Invitation to North Coast County Water District to Participate in Discussions with MWSD and CCWD Joint Committee.
7. Review and Possible Action Concerning Cancellation of the Next Regular Scheduled Meeting on August 7, 2014.

REPORTS

1. Sewer Authority Mid-Coastside Meetings (Harvey)
2. MidCoast Community Council Meeting (Slater-Carter)
3. CSDA Report (Slater-Carter)
4. CCWD Committee Report (Harvey, Huber)
5. Attorney's Report (Schricker)
6. Directors' Reports
7. General Manager's Report (Heldmaier)

FUTURE AGENDAS

CONVENE IN CLOSED SESSION

PUBLIC EMPLOYEE EVALUATION (Gov't. Code §54957)

ADJOURNMENT

PARTICIPATION BY TELECONFERENCE

The following Directors will participate by teleconference in all or a portion of the meeting of the Board from the following locations:

Director Slater Carter - 431 Lakeview St., Crystal, Mi 48818.

The District has a curfew of 11:00 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 that 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 an 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) subject to staff's ability to post the documents before the meeting.



MONTARA WATER & SANITARY
DISTRICT

BOARD OF DIRECTORS MEETING
June 5, 2014

MINUTES

REGULAR SESSION BEGAN AT 7:35 p.m.

CALL TO ORDER

ROLL CALL

Directors Present: Slater-Carter, Harvey, Boyd, and Huber
Director Wilson would arrive a few minutes late.
Directors Absent: None
Staff Present: General Manager, Clemens Heldmaier,
District Clerk, Judy Gromm .
Others Present: District Counsel, Ryan Moroney
District Accountant, Peter Medina

PRESIDENT'S STATEMENT – Director Boyd congratulated Granada Sanitary District for becoming a Community Services District. They have been a terrific working partner with MWSD and we wish them well in their new endeavor.

ORAL COMMENTS - Director Slater-Carter noted tomorrow is the 70th Anniversary of D Day. This is an amazing piece of American history. She wishes to thank all who contributed to the outcome of that war.

PUBLIC HEARING – None

CONSENT AGENDA –

1. Approve Minutes for Meeting of May15, 2014 and Finance Committee Meeting May 8, 2014.
2. Approve Financial Statements for April 2014.
3. Approve Warrants for June 1, 2014.

4. SAM Flow Report for April 2014.
5. Monthly Review of Current Investment Portfolio.
6. Connection Permit Applications Received.
7. Monthly Water Production Report for April 2014.
8. Rain Report
9. Solar Energy Report.

Director Slater-Carter asked that the minutes of the Finance Committee be better clarified. The format was somewhat confusing.

Director Boyd noted regarding the SAM Flow Report, Granada Sanitary District has raised issues of the percentages moving to the problematic pattern again. This will be discussed during the SAM report.

Director Slater-Carter moved to approve the consent agenda. Director Harvey seconded the motion.

Ayes: Slater-Carter, Harvey, Boyd, and Huber

Noes: None

Absent: Wilson

The motion passed 4 to 0.

OLD BUSINESS –

1. Review and Possible Action Concerning Sewer Authority Mid-Coastside Budget.

General Manager Heldmaier reported the SAM Board authorized the distribution of the Sewer Authority Mid-Coastside (SAM) Joint Powers Authority Budget to the member agencies for review and comment. The budgets were presented by the SAM Manager Rob Hopkins at the May 15th meeting. The SAM budgets are now presented for approval by this Board.

We have been informed by SAM Management that the Capitalized Maintenance Budget will be partially financed by SAM reserves. SAM is asking the member agencies to contribute a total of \$320,000 for the Capitalized maintenance Budget. The District's share would be \$63,360, not \$99,000 as stated in the SAM board approved Budget.

There were no comments from the Directors or Public.

Director Boyd asked if the General Manager was satisfied with the areas he previously had questions about.

General Manager Heldmaier reported he was.

It was suggested to wait for Director Wilson for the possibility of additional questions before the resolutions are passed.

2. Review and Possible Action Concerning District Budget and Capital Improvement Programs.

General Manager Heldmaier reported the budget was presented at the May 15th meeting for board Review. We've included suggestions that the Board made at the meeting like the addition of page numbers and executive summary. Also added was a review of the current water and sewer reserves.

General Manager Heldmaier continued to report the following:

The Budgets contain a suggested water rate increase of 5%, and a suggested sewer service charge increase of 3% to cover increased capital needs in the coming years. Labor related costs are expected to increase by 5%.

Also presented is a Draft Salary Schedule that suggest a 2.5% Cost of Living increase, based on the February 13 to February 14 Consumer Price Index for the Bay Area.

Sewer service charges are scheduled to be approved at a public hearing scheduled for June 19, 2014.

The District has sufficient operating reserve for water and sewer.

The Capital Reserves on the water side is short of the current minimum target. Staff is recommending to complete the Bartle Wells rate study and incorporate an increase to help raise the capital reserve to the minimum target level of \$984,835.

Director Slater-Carter requested to have the study include different rate structures including a water budget based rate.

There was a discussion regarding putting a water budget based rate as an agenda item to be discussed publicly. General Manager Heldmaier will discuss this with Bartle Wells. Director Boyd requests a summary of past work on this item brought forward when it becomes an agenda item.

General Manager reported the district is \$750,952 in excess of the current minimum reserve needs. The amount of funds in LAIF have increased since March 31st. We transferred from the Operations account an additional \$2,000,000. The total sitting in LAIF is approx. \$4.7 million.

General Manager Heldmaier reviewed the Capital Improvement Projects for Sewer (821,923) along with the Alternate – Additional Project for the

Cabrillo Hwy Trunk and Express Sewer Project. (Possible additional \$875,000)

General Manager Heldmaier review the Capital Improvement Projects for the Water and explained there might be a need to access the capital reserve fund on the sewer side providing if we decide to undertake the first phase of this large project this next fiscal year.

Director Harvey requested a brief summary of the condition of the pipe in the additional project named Cabrillo Hwy Trunk and Express Sewer. General Manager Heldmaier reported the pipe is approximately 40 years old. We are seeing a sag in the belly in the line between 15 and 16th streets. To address this, we need to increase the grade. The entire pipe under highway one is going to have to be replaced and is labeled as high priority.

General Manager Heldmaier reviewed the Capital Improvement Projects for Water. If we decide to go forward with the Alta Vista Phase II Project, we may have a need to borrow from the sewer reserve. We are hoping to address this project and go into more details with results from the bids at the next Board Meeting.

General Manager Heldmaier asked if there were any questions from the Board.

Director Harvey started a motion and Director Huber requested to read a statement regarding the budget.

Director Huber read the following:

The MWSD water system serves 1,640-50 accounts, over 95 percent of them residential connections. This is according to the 2011 Water system Master Plan December 2011 page 1-1.

\$1,846,473 projected water sales for 2014-15.

\$1,308,866 total financing expense for 2014-15.

\$285,936 projected property tax for water 2013-2014.

Revenue per domestic account: \$1123.16/year \$93.60/month

Financing cost per domestic account: \$796.15/year or \$66.34/month

(Customers have been paying an assessment for approximately 10 years=7916)

Property tax per domestic account: \$173.92/year \$14.49/month.

Total cost per domestic connection: \$2093.23/year or about \$174.43/month

Which means that we have one of the highest rates in the state and a significant financial burden for people for water.

The budget is based on last year,s budget projections and not the actual performance from last year. This enables the GM to understate revenues and overstate expenses in a number of important areas.

For example using the current budget and comparing it to the proposed budget you get:

FY 13/14 – Combined Labor and Benefits budget was \$819,591

FY 14/15 – Combined Labor and benefits budget is proposed to be \$894,768

Difference \$75,177. This is a 9% overall increase. 5% employee, 2.5% COLA and a modest 2.5% raise. There is also the cost of addition labor related to Pillar Ridge.

If you use an actual anticipated expenditure for FY 13/14 of \$657,395, the difference is \$237,373 a 36% increase.

An example of revenue being understated:

Description: 4610 – Property Tax Receipts

FY 13/14 was \$450,000

FY 14/15 the budget proposed is also \$450,000

This shows no increase in Property Tax Receipts.

If you use the actual anticipated revenue for FY 13/14 of \$570,000, something that can reasonably be expected given increasing property values you would show \$120,000 additional revenue.

Although this strategy of comparing the proposed budget to last years budget number is effective in funding Capital Improvement Projects and in making it easier to justify rate increases it has 3 very important implications:

1. It is misleading to the ratepayer in that it isn't transparent about what is really going on in the district,
2. It distorts General Managers performance in managing the District thus making it harder to objectively evaluate him,
3. Finally, it undermines the efficient use of capital and promotes waste.

The proposal to combine Administration, Labor and Operations labor undermines transparency to rate payers and makes it more difficult to evaluate a General Manager's performance. Other districts treat administrative labor and operations labor separately so this is not some out of the mainstream concept.

We have a fundamental obligation to our ratepayers to be constantly evaluating the performance of all outside vendors. There are a number vendor expenses that appear to be off limits to financial review Legal and Engineering being two examples. Our recent change in accounting firms shows the importance of closely scrutinizing the performance and the costs of outside vendors.

The potential acquisition of Pillar Ridge water system assets has major financial implications for the district. There are some financial projections included in the budget and the CIP but no current formal financial analysis. Without it we can't evaluate this transaction and its effect on the financial health of the District.

I feel that Clemens and Peter have both put in a lot of time, effort and mental energy into creating this budget. I am very appreciative of these efforts. That said, I feel that I simply can't overlook the deficiencies inherent in it. I will be voting not to approve it as presented.

A copy of his written statement is attached to the minutes.

Director Boyd found this statement repugnant. Frankly you have been in this Board room now for quite some time and failed to raise these issues in any material way. Although, since taking your seat on this board, you have had an obligation to participate in these matters. So casting these aspersions and broadsides at this point, frankly I find very offensive. I think you fail to comprehend what the tax revenues are all about, but we can correct some of these misapprehensions later. I am surprised to hear these words coming out of your mouth. Saying we are wasting money, we are not being careful about our spending. Are you serious? Can you point to anything specific?

Director Huber replied he just had.

Director Boyd responded no, you read a litany of numbers but did not point to any areas or ways in any tangible way. Yet, you have in front of you a budget, every month you have had financials, every month the checks we cut in front of you, the access to all the invoices that lead to those checks being cut. Talk is very cheap. Are these really your words?

Director Huber replied every word was his.

Director Slater-Carter noted he had not raised any of these issues at any of the committee meetings.

Director Huber replied yes he had.

Director Slater-Carter disagreed with him and asked for a copy of the statement he had just read.

General Manager Heldmaier suggested for the benefit of the public, we should go over every point you raised and discuss it right now. General Manager Heldmaier noted that there are a number of grave errors in Director Huber's statement and it starts with his numbers.

A 5 minute recess was called for while the statement was copied and passed out to the Board, General Manager, Legal Counsel, Accountant and all who attended the meeting.

Returned from Recess at 8:52.

General Manager noted he had been present at all the finance committee meetings and can see only 1 or 2 points you brought up that were addressed, but approximately 80% of what is in this statement was not asked and therefore not addressed at the finance committee meetings.

General Manager further noted many of the general numbers that have been pulled from documents that have no correlation with each other. When you are simply pulling out a number from a report you are making assumptions and the result can only be erroneous.

General Manager Heldmaier continued, Director Huber projected the math to accounts, this is simply someone playing with numbers. It's not telling us much. A better analysis is to look at the rates per customer. If you take the rate of 1.8 million dollars and divide it by the 6000 customers that live in this district, you come up with every individual in this district probably pay \$300 for water. If you do this for any of the neighboring districts, you get other numbers. And I can tell you looking north and south, our rates are significantly lower.

General Manager Heldmaier further continued, looking at the first page the math is not making sense. This is something you need to come to me and I can address this. I could have done this before hand and explained where these errors are and helped you to find what you are looking for.

Director Boyd reported the Property Tax was not for water service but for the acquisition of the water system. I am proud of our community freeing us from those horrific owners who were driving us into a much higher rate category with no improve service or supply. I reject this inclusion of this portion of your argument outright. I give it no weight or merit. This community is represented by people who are committed to what this number stands for.

Director Slater-Carter is having difficulty understanding what some of his phrases mean. For example, total financing expense, financing cost per domestic account, property tax per domestic account. I am trying to figure out what is the financing for projects like interest we pay to the loan agencies, what is the bond, and what is property tax income from each individual account. You are using those phrases in a confusing manner.

Director Huber responded it very well may be confusing, his only point in the whole thing was to put some numbers to the fact that we do pay high rates.

Director Slater-Carter still requests to know where those numbers come from and mean. Putting out numbers that are not defined are not being transparent.

Director Huber responded that basically the revenue was divided by 1644 and I got that from the 2011 water system master plan. The projected water sales was from the budget. The financing expense is in the budget which was loan payments.

Director Boyd said this is a false impression.

Director Huber noted it was very possible one of these numbers paints a picture that can be perceived in a different way. But the \$285,000 was right off the budget. If you took the water sales and divided it by the 1644 is how I got the number.

Director Slater-Carter explained there is more to this. You need to look at the distribution between the water users.

Director Huber explained the point in this was the cost we all pay for water is significant. Because it is significant we have an obligation to manage the district as well as we can possibly manage it. I did not state that anyone was doing anything unethical or illegal. My point is that you are comparing the proposed budget to the previous budget, you are comparing one theoretical figure with another theoretical figure.

General Manager Heldmaier reported this was absolutely not true. We are not basing our budget on last year's budget. We are basing our current budget on actual expenditures.

Director Boyd noted there is a comparison and it is useful as a planning tool and a management tool to look over year to year. What is in the budget is based on actual expense and need. There are mentions of this in the budget by Clemens.

Director Slater-Carter is confused about the labor costs. Are you trying to say our labor costs are going to be increased 36%? What do you mean by that?

Director Harvey reported he was comparing apples to oranges (water to sewer) and suggested to hold off on the second page and finish the first.

District Accountant, Peter Medina reported:

Page one: Director Huber had included the bond in the \$1,308,866, total financing expense for 2014/15.

Page two: Budget Actuals: We do compare the actuals to the budgets. We have the 2012/13 actuals and next to that is the 2013/14 budget so we can compare actuals side by side. You can see this on page 6.

Labor: The 5% increase was shown on the budget due to the support of the finance committee. We have a comparison on page 6 and actually for the fiscal year 13/14, if you combine water and sewer, we are projecting to be \$20,000 under budget.

Director Harvey asked if Director Huber could recheck his numbers again on page two of his statement regarding labor.

Director Wilson reported he was very upset this came up tonight. The timing is poor. While the presentation was excellent and do diligence was done with the finance committee level, and there have been long discussions at the board level and I thought we were at a consensus with the document. Director Wilson's fear tonight is that it has generated feelings which I do not feel is healthy for this group. Secondly, I think our biggest challenge are two fold. We have a functional water deficit that we are going to have to figure out as a group with a rate study, and I would hate us to deviate into a painful and long and none productive discussion. Some of these issues should have been discussed prior to the board meeting. Director Wilson hopes at the master plan workshop, he hopes that part of that workshop is how to vet some of these questions in such a way we can promote each others ability to communicate with each other. I would like to recommend to take this discussion off line now and to recommend a motion to vote on the budget and focus on how to move forward at a later date.

Director Harvey moved to adopt the next Resolution in Line, a Resolution for the Montara Water and Sanitary District approving the Budget for the Fiscal year 2014/2015. Director Wilson seconded the motion.

Director Boyd requested to make a statement to the public.

There was an undercurrent to some of Director Huber's statement regarding transparency and talks about distorting the General Managers performance. This is something I will not leave this meeting with out commenting on. This is where it was a comment that went to far. This appears to be a continuation of a vendetta from a previous board member. It pains me to talk about this because it's someone who brought me into the public service and mentored me for awhile. This got started when there was push back by one Director, against the will of the other Directors, insisting that the General Manager completely change the way he was reporting things so he could make the comparison to make the case that we should be merged away into other districts. It ended up with a lot of anger on his part directed to the General Manager and I want to see this come to an end. Clemens

has done remarkable work and has done a very good job in working with the Board. What we saw in the past was very unusual and not on Clemens part. Clemens handled it with grace and dignity. Director Boyd then directed his comments to Director Huber. If you want to talk about the practicalities the numbers or particulars of being more transparent down the line, I would be happy to do that any time. I will stand shoulder to shoulder and work on that. If you throw in the broadsides and continue the vendetta, you will find me right in your face. I do not like to work this way and people who have been watching over the years and know me will see this as different, it is! I have had my fill of this. The good people of our district have dedicated themselves to this agency deserve better than that. It is not about what you are trying to make it about. If we are going to do what Dwight is suggesting and be able to work shoulder to shoulder on addressing things, we are going to have to make sure that this is not part of the mix.

Director Huber responded he had no vendetta against anyone. He has a difference of opinion on the way certain numbers were arrived at. I have stated them, perhaps not loudly, but I have stated them. For example: in the budget we have property tax receipts. Last year it was budgeted for \$225,000. It is projected that we will collect \$285,000. The Proposed budget is \$225,000. I believe the \$285,000 is a more accurate figure.

Director Boyd suggested that this was a perfect example of something that should have been discussed at the Finance Committee level, and additionally something that could have been mentioned at the last Board Meeting. This could have also come up tonight as we discussed the budget.

General Manager Heldmaier reported Director Huber had raised this question several times at the finance committee meeting and every time he questioned it, it was explained in detail to him. This answer is very simple. This line item is composed of property tax and ERAF refund. ERAF refund is something very unpredictable. General Manager Heldmaier noted he was very frustrated because he has explained this to Director Huber several times, as did Director Slater-Carter and District Accountant, Peter Medina.

Director Slater-Carter noted the paragraph regarding a 36% increase for labor is so ridiculous it is not worth talking about. It took money to take over this district, we can now sell water permits, we could not do that for 2 decades. We have never said we have low rates, our rates have gone up at a much lower rate than our neighboring districts and more so if we had not taken over the District. Regarding your comments about transparency, I would offer this, I would be happy to sit with you along with Clemens and Peter to help you understand this. Clearly there are some basic misunderstandings. Frankly your comments regarding off limits to review legal and engineering being two examples is something I review a lot. We do not to get competitive bids when I look at projects for other districts and SAM, we have mentioned this to you before. I was just at a CSDA conference in Sacramento and I was recommending SRT to other agencies.

I told them on several occasions how SRT has reduced the scope of the project and meet our needs entirely and save us millions of dollars. You know what they all said? They had never heard of that before. That's a pretty high recommendation. You get that through a process of working with someone who knows the system. You can't just hire someone to come in to replace a legal firm. They need to come and learn about our system. I am sorry that we did not have enough budget meetings and will have as many as you need to help you understand what is really going on here.

Director Harvey noted again, on page two you have the wrong numbers. Additionally SRT has saved SAM millions of dollars. At the last meeting, our water engineer cut back the size of the tank and saved the district money. Our sewer engineer has cut back our projects and put out bids and saved us lots of money. Your numbers are wrong and incorrect. It was unprecedented to bring this up as I was making my motion. The public needs to know that your numbers and data are wrong. To cast dispersion on the staff was wrong. I just do not think we need to spend anymore time on this. We need to move on.

General Manager Heldmaier requested to make one more statement. Mr. Heldmaier felt he reacted a bit too strong as General Manager and may have over stepped his bounds. He continued, before he had brought this to the Board, he had asked for the support of the committee and on Monday, Director Huber supported it. This is why I over reacted. I will review this with Peter and Kathryn and will go over all the misunderstandings and errors in your statement.

Director Boyd finalized the topic with his expectations with committee membership and how it is to put these things on the table and hash them out. If this is not happening, I am perfectly open to reconsidering committee membership. As long as I am President, I am going to insist that committee members put it on the table. If that can't happen, we are going to have to do something different. You see the strong emotions your statement kicked up and we are all responsible on how we respond to things. I found myself reacting emotionally as well. I hope you see and to Dwight's comments, this is not the right course. If there are facts, let's deal with the facts. I caution against this kind of thing because it's not productive or team building. We are all entitled to last minute thoughts, this was not a last minute thought. There are ways to deal with things like this with out stirring up an argument. I hope we can find a way to work with each other a little more smoothly going forward.

Director Harvey moved to adopt the next Resolution in Line, a Resolution for the Montara Water and Sanitary District approving the Budget for the Fiscal year 2014/2015. Director Wilson seconded the motion.

Ayes: Slater-Carter, Harvey, Boyd and Wilson

Noes: Huber
Absent: None
Motion passes 4 to 1

Director Wilson moved to additionally authorize a cost of Living Increase of 2.5% for the full time employees in positions listed in the salary range, starting July 1, 2014. Director Huber seconded the motion.

Ayes: Slater-Carter, Harvey, Boyd, Wilson and Huber
Noes: None
Absent: None
Motion passes 5 to 0

Director Slater-Carter moved to adopt a Resolution of the Montara Water and Sanitary District approving and adopting Sewer Authority Mid-Coastside Budget Version V2.0 for Collection Contract Services for Fiscal year 2014-2015. Director Wilson seconded the motion.

Ayes: Slater-Carter, Harvey, Boyd, Wilson and Huber
Noes: None
Absent: None
Motion passes 5 to 0

Director Slater-Carter moved to adopt a Resolution of the Montara Water and Sanitary District Consenting to Approval by Sewer Authority Mid-Coastside of its General Budget Version V2.0 and its Capitalized Maintenance Budget Version V1.0 for Fiscal Year 2013-2015. Director Wilson seconded the motion.

Ayes: Slater-Carter, Harvey, Boyd, Wilson and Huber
Noes: None
Absent: None
Motion passes 5 – 0

The Directors would like to see the language for the motions simplified. General Manager Heldmaier will see what he can do on this subject.

NEW BUSINESS –

1. Review and Possible Action concerning San Mateo County Grand Jury Report Investigating the Transparency of Independent Special District's Websites

General Manager Heldmaier reported The San Mateo County Grand Jury filed a Report Investigating the Transparency of Independent Special District's Websites on May 19, 2014. The Grand Jury considered parameters set by the California Special District Associations (CSDA) District of Distinction Certification Program.

The District is required to comment by August 18, 2014 indicating if the agency agrees or disagrees with the findings and indicating if any action will be taken.

The District is currently in the process of redesigning the District Webpage. The transparency requirements are incorporated in the process and meeting the standards will not be difficult. General Manager believes the District is 99% there already.

The recommendation was for staff to send a letter which explains we are in the process of meeting all the standards required by the CSDA for the District of Distinction Certification Program requirements.

REPORTS

1. **Sewer Authority Mid-Coastside Meetings** – Director Harvey reported, at the meeting on May 19th. GSD challenged the monthly flow numbers. It looks like the numbers are being distorted again. Direction was given to the new GM to look into the cost for a complete flow metrics system for GSD including Frenchman's Creek.
A new code of conduct is being looked at and will be brought up at the next meeting.
Wet Weather Flow project grass did not take and we are looking into alternatives to replace the grass.
Recycle Committee has been started up again, but nothing to report as of yet.
2. **MidCoast Community Council Meeting (Slater-Carter)** – Nothing to report.
3. **CSDA Report (Slater-Carter)** – Director Slater-Carter reported she had attended the Sacramento Legislative Days Conference with other CSDA Members. We met with our local representatives and discussed some of our concerns.
The CSDA website has been changed. You will need your own password.
Director Slater-Carter will be attending a CSDA Conference held in late September early October of this year.
Hetch Hetchy and the drought was discussed.
4. **CCWD Committee** – None
5. **Attorney's Report (Schricker)** – None
6. **Directors Report** – Director Boyd thanked the public for conserving water and asked to continue to do so.
Director Wilson wanted to thank the public for passing the parcel tax.
7. **General Manager's Report (Heldmaier)** – None

FUTURE AGENDAS-

REGULAR MEETING ENDED at 10:12 P.M.

Respectfully Submitted,

Signed _____
Secretary

Approved on the 17th July, 2014

Signed _____
President



MONTARA WATER & SANITARY
DISTRICT

BOARD OF DIRECTORS MEETING
June 19, 2014

MINUTES

REGULAR SESSION BEGAN AT 7:40 p.m.

CALL TO ORDER

ROLL CALL

Directors Present: Slater-Carter, Harvey, Boyd, Wilson and Huber

Directors Absent: None

Staff Present: General Manager, Clemens Heldmaier,

Others Present: District Counsel, David Schricker

PRESIDENT'S STATEMENT – Director Boyd reported the MWSD Directors attended a workshop yesterday regarding the Districts vision program to discuss and establish the top priorities for the District. There will be a public workshop soon to help us with input from the public regarding the vision.

Director Slater-Carter reported the workshop would be held on July 24th in the evening and noted the importance of the public input regarding the District's vision.

ORAL COMMENTS -

PUBLIC HEARING –

- 1. Review and Possible Action Concerning Adoption of a Revised Master Fee Schedule.**

General Manager Heldmaier reported the Board adopted the Master Fee Schedule in June last year which contains all charges and fees including the Water and Sewer connection charges. Staff has updated the connection charges and service fees based on the cost of construction and the consumer price index.

The Sewer Service Charge rate will be set at tonight's meeting to increase by 3%.

The Water Rate will be set at the maximum prop 218 level. They will increase 5%.

Connection charges and Private Fire Protection Connection Charges have been increased by 2.94% in accordance with the California Construction Cost Index. All other District fees will be increased by 2.79% in accordance with the U.S. Bureau of Labor's consumer Price Index (SF-Bay).

Director Boyd opened the Public Hearing and asked for any comments from the public.

Bill Kehoe, a Moss Beach resident wondered why some business rates were lower than residential rates. General Manager explained it has to do with strength factor. Some businesses have a lower strength factor. This is a standard engineering billing practice.

Due to no other public comment, Director Slater-Carter moved to close the Public Hearing. Director Harvey seconded the motion.

Ayes: Slater-Carter, Harvey, Boyd, Wilson and Huber

Noes: None

Absent: None

Motion carries 5 to 0.

Director Slater-Carter asked what the change in revenue was due to the tiered rate re-structure in 2010 was? General Manager Heldmaier reported it had not been very significant. This is something that is going to be looked into with the new rate study.

Director Slater-Carter moved to adopt the next Ordinance in order of the Montara Water and Sanitary District Restating and Amending master Fee Schedule. Director Wilson seconded the motion.

Director Wilson asked what the District's policy was for people that were in financial distress. General Manager Heldmaier reported staff tries to be very flexible with a payment plan. The Account Specialist has been doing a really good job working with these folks.

A roll call vote was called.

Ayes: Slater-Carter, Harvey, Boyd, Wilson and Huber

Noes: None

Absent: None

Motion carries 5 to 0.

2. Review and Possible Action Concerning Resolution Overruling Protests and Confirming Reports on Sewer Service Charges, Delinquent Sewer Service Charges, Delinquent Refuse Collection Charges and Delinquent Water Charges for FY 2013/2014.

General Manager Heldmaier reported the health and Safety code requires that in order for sewer service charges to be placed on the property tax roll, a public hearing must be held. The proposed Sewer Service Charge rate is set at 39.330 and is below the established Prop 218 not to exceed limit.

Notices regarding collection of the foregoing charges and delinquent charges were placed in two issues of the HMB Review. A public hearing must be held at which time everyone is given the opportunity to speak regarding their proposed charges. Once the public hearing is held, the Board may then adopt the attached resolution that confirms the final charges, including any Board –directed changes for the coming fiscal year.

Director Boyd opened the Public Hearing and asked for public comments.

Due to no public comments, Director Huber motioned to close the Public Hearing. Director Slater-Carter seconded the motion.

Ayes: Slater-Carter, Harvey, Boyd, Wilson and Huber

Noes: None

Absent: None

Motion carries 5 to 0.

For the record, General Manager Heldmaier reported there were no written protests received.

Director Slater-Carter moved to adopt a resolution of the Montara Water and Sanitary District Overruling Protests and confirming Reports on Sewer Service Charges for Fiscal year 2014-2015 and Delinquent Sewer Service, Refuse Collection and Water Service Charges for Fiscal year 2013-2014, Certifying List of Lots or Parcels of Land and Corresponding Charges Against Said Lots or Parcels and Directing Transmittal of Said Certified List and Charges to County Controller for Entry on the Current Assessment Roll. Director Wilson seconded the motion.

Director Wilson had specific questions regarding a parcel on Vallemar. The usage went up from 9 to 118. Director Wilson requested a usage history done on this property and a recheck on the usage.

A discussion regarding leak detection ensued.

Director Harvey noted this is a work in progress document and will be updated and rechecked before the final goes to the County.

General Manager Heldmaier reminded the Board the County sends the District their results and that document gets another chance for a final recheck.

A roll call vote was called for.

Ayes: Slater-Carter, Harvey, Boyd, Wilson and Huber

Noes: None

Absent: None

Motion passed 5 to 0

3. Review and Possible Action Concerning Adoption of Appropriation Limit for FY 2014-2015.

General Manager Heldmaier reported Article XIII B of the California State constitution, commonly referred to as the Gann Initiative or Gann Appropriations Limit, was adopted by California voters in 1980 and placed limits on the amount of proceeds of taxes that State and local agencies can appropriate and spend each year.

The appropriation limit for the prior FY year was \$1,874,978. Factoring in the County's change in population for the unincorporated area (0.8%), and the change in the California per capita personal income (-0.23%) provides the appropriation limit for the new fiscal year. The appropriation limit for fiscal year 2014/2015 is \$1,884,307. This is the maximum amount of tax proceeds the District is able to spend in FY 2014/2015. As the attached worksheet shows, the District is below the Gann Limit.

Director Wilson moved to adopt a Resolution of the Montara Water & Sanitary District Determining the 2014-2015 Appropriation Limit. Director Huber seconded the motion.

A roll call vote was called for.

Ayes: Slater-Carter, Harvey, Boyd, Wilson and Huber

Noes: None

Absent: None

Motion passed 5 – 0.

CONSENT AGENDA – None

OLD BUSINESS – None

NEW BUSINESS –

1. Review and Possible Action Concerning Rejection of all Bids for Alta Vista Water Storage tank 2 Project.

General Manager Heldmaier reported based on the analysis conducted in the 2004 Master Plan, the District established the need for additional storage to serve existing customers. The 2004 Master Plan established a storage deficit of 1.1 MG, and proposed the construction of Alta Vista Tank #2 with an estimated capacity of 1.0 MG.

The District's board has previously review and approved the project for public bidding. All 4 contractor bids were substantially above the engineer's estimate range of \$2.5 – 3.5 million.

The fact that some contractors bid the mobilization/demobilization task at a similar cost to the engineer's estimate, while others estimated much more cost, just shows a lack of clarity on the part of some bidders as to what this task involves, and a higher perceived risk.

Initial and limited conversations with vendors and contractors indicated there is room for reductions in the cost of the project. There are other options for reducing the amount of concrete needed for the tank, and there may be other construction options for installing the pipeline work. In addition, the amount of earthwork required can likely be reduced, some tasks may be able to be removed from the project altogether, and any confusion of project tasks and expectations more clearly explained in the contract specifications. Conducting some value engineering on the tank project would allow changes to be made to reduce the overall cost and ensure the project budget is not exceeded.

General Manager Heldmaier reported staff is looking into building the tank and possibly adding upgrades at later dates.

Director Huber questioned reducing the size of the tank.

General Manager Heldmaier reported this was something they are going to look into as well.

Director Harvey moved to adopt a Resolution of the Montara Water and Sanitary District Board of Directors Authorizing the General Manager to Reject all Bids, Provide Value Engineering for the Project, and Re-Advertise the Project at a Later Date. Director Slater-Carter seconded the motion.

A roll call vote was called for.

Ayes: Slater-Carter, Harvey, Boyd, Wilson and Huber

Noes: None
Absent: None
Motion passed 5 to 0.

2. Review and Possible Action Concerning Appointment of District Representative to participate in Sewer Authority Mid-Coastside Recycled Water Committee Meetings.

General Manager Heldmaier reported the Mid-Coastside water agencies received a request from the Sewer Authority Mid-Coastside (SAM) Manager to appoint a board member to the newly reformed Recycled Water committee. The committee would like to see the participation of the water purveyors.

Director Boyd reported the committee met decided to invite the neighboring water agencies to come and discuss this item. Director Boyd questioned if any MWSD Board Members have an interest in joining the Recycle Water Committee?

Director Wilson reported he had an interest in recycled water.

Director Slater-Carter moved to nominate Director Wilson to the Recycle Water Committee. Director Huber seconded the motion.

Ayes:
Noes:
Absent:
Motion passed 5 – 0.

REPORTS

1. **Sewer Authority Mid-Coastside Meetings** – Director Harvey reported, the next meeting will be on June 23rd at 7:00 p.m.
2. **MidCoast Community Council Meeting (Slater-Carter)** – None
3. **CSDA Report (Slater-Carter)** – None
4. **CCWD Committee** – Director Huber had a telephone conversation with Joshua Cosgrove and Ken Coverdell. Once Director Huber has a chance to discuss his conversation with Clemens and Jim, he will report to the full Board.
5. **Attorney's Report (Schricker)** – None
6. **Directors Report** – None
7. **General Manager's Report (Heldmaier)** – General Manager Heldmaier reported he would be attending a CSDA Conference starting on June 22nd. through June 25th.

General Manager Heldmaier reported the next meeting is scheduled for July 3rd. As of now, he has nothing urgent for discussion. Mr. Heldmaier will have a discussion with the Board President and discuss the possible cancellation of this next meeting and will report back to the full Board.

FUTURE AGENDAS-

REGULAR MEETING ENDED at 8:51 P.M.

Respectfully Submitted,

Signed _____
Secretary

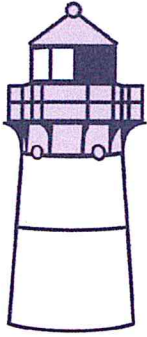
Approved on the 17th July, 2014

Signed _____
President

MONTARA WATER AND SANITARY DISTRICT



**Unaudited Financial Statements for
May 2014**



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

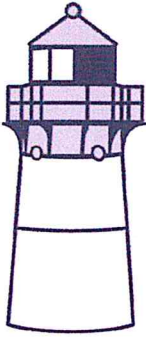
TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

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

Budget vs. Actual – Sewer July through May, 2014 Variances over \$2,000:

- 4440 Inspection Fee (Remodel), \$4,279 above Budget – higher than anticipated remodel projects.
- 4460 Remodel Fees, \$2,390 above Budget – three additional re-model permit fees issued in February.
- 4610 Property Tax Receipts, \$55,853 above Budget –The District received an unanticipated ERAF Refund of \$98,359 into this account.
- 4710 Sewer Service Charges, \$165,917 below Budget – unequal cash flow throughout the fiscal year and additional checks anticipated from SMC.
- **Overall Total Operating Income for the period ending May 31, 2014 was \$99,594 below budget.**
- 5230 Elections Expenses, \$5,266 below Budget – final bill expected.
- 5430 General Legal, \$3,120 below Budget – less legal reviews than anticipated.
- 5510 Maintenance, Office, \$2,509 above budget – facilities permit. **NEW VARIANCE.**
- 5610 Accounting, \$6,292 above Budget – Additional bills paid as anticipated near the end of the fiscal year.
- 5630 Consulting, \$10,124 below Budget – consulting work expected later this calendar year.
- 5710 San Mateo Co. Tax Roll Changes, \$2,750 below Budget – Charges expected later in the fiscal year.
- 5720 Telephone & Internet, Admin, \$4,753 above Budget – Higher cost on sewer lines than anticipated. Water line costs are lower than anticipated.
- 5800 Labor, \$16,301 above Budget - Sewer actual expenses exceeded the Budget by \$16,301. Conversely, Water actual expenses are \$31,862 below budget. The net impact on the sewer and water budget is \$15,561 below budget.
 - In just three line items in Water: Certification, Overtime, and Standby all have come in year to date under budget due to staff changes and increased operational efficiencies.
- 6210 Meeting Attendance, Engineering, \$4,587 below Budget – less Sewer Engineer attendance than anticipated.
- 6220 General Engineering, \$4,694 above Budget – Higher engineering costs than anticipated by Nute Engineering.



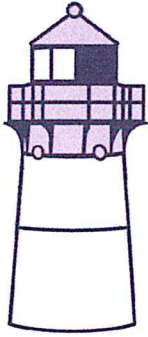
MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

- 6410 Pumping Fuel & Electricity, \$9,831 below Budget – less pumping, perhaps due to lack of rain.
- 6660 Maintenance, Collection System, \$18,337 below Budget – less repairs than anticipated.
- 6930 SAM Prior Year Adjustment, \$244,552 above Budget - expected CIP reimbursement SAM to MWSD has not been received, and is not expected to be received due to SAM Board decisions.
- 6940 SAM Maintenance, Collection System, \$21,113 below Budget – less repairs than anticipated.
- 6950 SAM Maintenance, Pumping, \$30,326 above Budget – Large expense incurred in May for sewer lift station maintenance. Expense is being reviewed for possible capitalization.
- **Overall Total Operating Expenses for the period ending May 31, 2014 were \$229,287 above Budget.**
- 7100 Connection Fees, \$58,286 below Budget – New construction connection fees have not occurred as anticipated. However, new remodel connection fees are over budget by \$44,014.
- 8075 Sewer CIP, \$1,420,577 below Budget – Sewer Improvement Project implementation is on-going.
- 9175 Capital Assessment - SAM, \$166,837 below Budget – SAM Draft CIP was not approved for this FY as expected.



MONTARA WATER AND SANITARY DISTRICT AGENDA

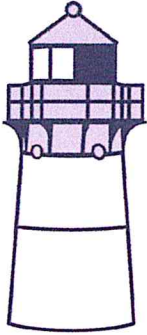
For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

Budget vs. Actual – Water July through May, 2014 Variances over \$2,000:

- 4610 Property Tax Receipts, \$55,853 above Budget – The District received an unanticipated ERAF Refund of \$98,359 into this account.
- 4810 Water Sales Domestic, \$9,144 below Budget – Less water used.
- 4990 Other Revenue, \$2,501 above budget – Old Work Truck Auctioned off.
- **Overall Total Operating Income for the period ending May 31, 2014 was \$53,893 above budget.**
- 5190 Bank Fees, \$2,761 below Budget – Less bank fees to the Water account due to consolidating Water activity into the Sewer bank account.
- 5230 Election Expenses, \$5,266 below Budget – final bill expected later this calendar year.
- 5240 CDPH Fees, \$11,146 below Budget – CDPH Sanitary Survey anticipated later this calendar year.
- 5250 Conference Attendance, \$2,990 below Budget - conference attendance down in the current fiscal year.
- 5270 Information Systems, \$2,714 below Budget – Activity currently split 50/50 between Water and Sewer, however, the budgets for both Water and Sewer are not split 50/50, resulting in a larger variance for the Water account.
- 5430 General Legal, \$12,151 below Budget – less legal reviews than anticipated.
- 5510 Maintenance, Office, \$2,706 above budget – facilities permit. **NEW VARIANCE**
- 5530 Memberships, \$2,012 above Budget – budgeted expenditures smoothed over twelve months.
- 5550 Postage, \$2,349 below Budget – Less informational mailings than anticipated.
- 5610 Accounting, \$6,292 above Budget - Additional bills paid as anticipated near the end of the fiscal year.
- 5630 Consulting, \$15,528 below Budget – additional consulting work expected later this calendar year.
- 5800 Labor, \$31,862 below Budget - Sewer actual expenses exceeded the Budget by \$16,301. Conversely, Water actual expenses are \$31,862 below budget. The net impact on the sewer and water budget is \$15,561 below budget.
 - In just three line items in Water: Certification, Overtime, and Standby all have come in year to date under budget due to staff changes and increased operational efficiencies.
- 6170 Claims, Property Damage, \$9,163 below Budget – no claims to date.



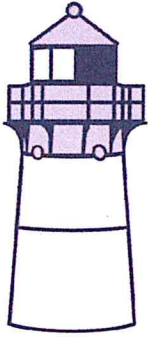
MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

- 6180 Communications, \$15,643 below Budget - Strategic Plan and other expenditures not yet incurred.
- 6195 Education & Training, \$7,002 above Budget – Expenses paid during fiscal year, however, no budget has been set up for this account. Issue has been identified and a budget has been set up for next fiscal year.
- 6200 Engineering, \$75,015 below Budget – less General Engineering and Water Quality Engineering services needed than anticipated to date. CDPH site survey, WQ report etc. expected to increase cost later this calendar year.
- 6320 Equipment & Tools, Expensed, \$6,122 below Budget – less costs than anticipated.
- 6380 Meter Reading, \$3,950 above Budget – Purchase of necessary replacement equipment.
- 6400 Pumping, \$15,307 below Budget – Less pumping, perhaps due to lack of rain.
- 6510 Maintenance Supply Mains, \$4,587 below Budget – re-allocation of expenses to collection/transmission group to accurately reflect activity.
- 6530 Water Purchases, \$230,714 below Budget – the Budget was prepared with the expectation that the District would make payments in arrears to the County in fiscal year 13/14. However, the largest payment of \$200K was accrued to fiscal year end June 30, 2013. Current year payments will be calculated based on actual water purchases.
- 6600 Collection/Transmission, \$27,005 below Budget – less leak repairs than anticipated.
- 6700 Treatment, \$17,840 below Budget - North Airport Well 2 treatment cost expected to increase later this calendar year.
- 6800 Vehicles, \$8,458 above Budget - higher maintenance costs than anticipated.
- 6890 Other Operations, \$8,785 above Budget – Miscellaneous operating expenses paid during Fiscal Year, however, no budget has been set up for this account. **New Variance.**
- **Overall Total Operating Expenses for the period ending May 31, 2014 were \$460,279 below Budget.**
- 7100 Connection Fees, \$11,640 below Budget - increase in water connection fees expected in later months.
- 7600 Bond Revenues, G.O. \$61,784 above Budget – unequal cash flow throughout the fiscal year.
- 8100 Water CIP, \$665,854 above Budget – Budgeted is only the transfer to the capital fund. Expenditures show all capital costs.
- 9075 PFP Connection Expenses, \$3,657 above Budget – Expenses incurred during current Fiscal Year, however, no budget has been set up for this account.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

- 9100 Interest Expense GO Bonds, \$29,565 above Budget – Interest expense based on a twelve month breakout of the yearly expense.

RECOMMENDATION:

This is for Board information only

11:23 AM

7/10/14

Accrual Basis

Montara Water & Sanitary District
Funds Balance Sheet
As of May 31, 2014

	Sewer	Water	TOTAL
ASSETS			
Current Assets			
Checking/Savings -			
Sewer - Bank Accounts			
Wells Fargo Operating - Sewer	2,799,116.50	0.00	2,799,116.50
LAIIF Investment Fund			
Capital Reserve	2,717,921.32	0.00	2,717,921.32
Connection Fees Reserve	43,000.00	0.00	43,000.00
Total LAIF Investment Fund	<u>2,760,921.32</u>	<u>0.00</u>	<u>2,760,921.32</u>
Total Sewer - Bank Accounts	5,560,037.82	0.00	5,560,037.82
Water - Bank Accounts			
Wells Fargo Operating - Water	0.00	306,295.08	306,295.08
Capital Reserve	0.00	453,500.00	453,500.00
Operating Reserve	0.00	246,000.00	246,000.00
Restricted Cash			
Acq & Improv Fund	0.00	200,114.67	200,114.67
Connection Fees Reserve	0.00	46,000.00	46,000.00
Cost of Issuance	0.00	122.94	122.94
GO Bonds Fund	383,313.78	775,964.27	1,159,278.05
Total Restricted Cash	<u>383,313.78</u>	<u>1,022,201.88</u>	<u>1,405,515.66</u>
Total Water - Bank Accounts	383,313.78	2,027,996.96	2,411,310.74
Total Checking/Savings	5,943,351.60	2,027,996.96	7,971,348.56
Accounts Receivable			
Sewer - Accounts Receivable			
Accounts Receivable	451.74	0.00	451.74
Total Sewer - Accounts Receivable	<u>451.74</u>	<u>0.00</u>	<u>451.74</u>
Water - Accounts Receivable			
Accounts Receivable	0.00	417.74	417.74
Accounts Rec. - Backflow	0.00	6,464.51	6,464.51
Accounts Rec. - Water Residents	0.00	56,180.54	56,180.54
Property Tax Receivable	0.00	568.30	568.30
Unbilled Water Receivables	0.00	206,089.39	206,089.39
Total Water - Accounts Receivable	<u>0.00</u>	<u>269,720.48</u>	<u>269,720.48</u>
Total Accounts Receivable	451.74	269,720.48	270,172.22
Other Current Assets			
Maint/Parts Inventory	0.00	42,656.32	42,656.32
Prepaid Refuse Charges	12,661.76	0.00	12,661.76
Total Other Current Assets	<u>12,661.76</u>	<u>42,656.32</u>	<u>55,318.08</u>
Total Current Assets	5,956,465.10	2,340,373.76	8,296,838.86
Fixed Assets			
Sewer - Fixed Assets			
General Plant	856,839.45	0.00	856,839.45
Land	5,000.00	0.00	5,000.00
Other Capital Improv.			
Sewer-Original Cost	685,599.18	0.00	685,599.18
Other Cap. Improv.	2,544,453.41	0.00	2,544,453.41
Total Other Capital Improv.	<u>3,230,052.59</u>	<u>0.00</u>	<u>3,230,052.59</u>
Seal Cove Collection System	995,505.00	0.00	995,505.00
Sewage Collection Facility			
Collection Facility - Org. Cost	1,349,064.00	0.00	1,349,064.00
Collection Facility - Other	3,991,243.33	0.00	3,991,243.33
Total Sewage Collection Facility	<u>5,340,307.33</u>	<u>0.00</u>	<u>5,340,307.33</u>

11:23 AM

7/10/14

Accrual Basis

Montara Water & Sanitary District
Funds Balance Sheet
As of May 31, 2014

Treatment Facility	244,539.84	0.00	244,539.84
Accumulated Depreciation	-5,960,588.00	0.00	-5,960,588.00
Total Sewer - Fixed Assets	<u>4,711,656.21</u>	<u>0.00</u>	<u>4,711,656.21</u>
Water - Fixed Assets			
General Plant	0.00	21,100,979.83	21,100,979.83
Land & Easements	0.00	734,500.00	734,500.00
Surface Water Rights	0.00	300,000.00	300,000.00
Water Meters	0.00	1,058,985.00	1,058,985.00
Fixed Assets - Other	0.00	48,171.78	48,171.78
Accumulated Depreciation	0.00	-6,397,365.00	-6,397,365.00
Total Water - Fixed Assets	<u>0.00</u>	<u>16,845,271.61</u>	<u>16,845,271.61</u>
Total Fixed Assets	<u>4,711,656.21</u>	<u>16,845,271.61</u>	<u>21,556,927.82</u>
Other Assets			
Sewer - Other Assets			
Due from Water Fund	1,548,177.18	0.00	1,548,177.18
Employee Loan	115,298.98	0.00	115,298.98
Joint Power Authority			
SAM - Orig Collection Facility	981,592.00	0.00	981,592.00
SAM - Expansion	1,705,955.08	0.00	1,705,955.08
Total Joint Power Authority	<u>2,687,547.08</u>	<u>0.00</u>	<u>2,687,547.08</u>
Total Sewer - Other Assets	<u>4,351,023.24</u>	<u>0.00</u>	<u>4,351,023.24</u>
Water - Other Assets			
Bond Acquisition Cost OID	0.00	77,180.40	77,180.40
Bond Issue Cost	0.00	77,114.30	77,114.30
Due to Sewer Fund	0.00	-1,548,177.18	-1,548,177.18
Total Water - Other Assets	<u>0.00</u>	<u>-1,393,882.48</u>	<u>-1,393,882.48</u>
Total Other Assets	<u>4,351,023.24</u>	<u>-1,393,882.48</u>	<u>2,957,140.76</u>
TOTAL ASSETS	<u><u>15,019,144.55</u></u>	<u><u>17,791,762.89</u></u>	<u><u>32,810,907.44</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
Sewer - Current Liabilities			
Deposits Payable	11,458.50	0.00	11,458.50
PNC Equip. Loan - S/T	2,608.45	0.00	2,608.45
Total Sewer - Current Liabilities	<u>14,066.95</u>	<u>0.00</u>	<u>14,066.95</u>
Water - Current Liabilities			
Accrued Interest	0.00	81,799.58	81,799.58
Deposits Payable	0.00	17,073.00	17,073.00
PFP Water Deposits	0.00	4,302.50	4,302.50
PNC Equip. Loan - S/T	0.00	2,608.46	2,608.46
Total Water - Current Liabilities	<u>0.00</u>	<u>105,783.54</u>	<u>105,783.54</u>
Payroll Liabilities			
Employee Benefits Payable	1,457.82	2,235.08	3,692.90
Total Payroll Liabilities	<u>1,457.82</u>	<u>2,235.08</u>	<u>3,692.90</u>
Total Other Current Liabilities	<u>15,524.77</u>	<u>108,018.62</u>	<u>123,543.39</u>
Total Current Liabilities	<u>15,524.77</u>	<u>108,018.62</u>	<u>123,543.39</u>

11:23 AM

7/10/14

Accrual Basis

Montara Water & Sanitary District
Funds Balance Sheet
 As of May 31, 2014

Long Term Liabilities

Sewer - Long Term Liabilities

Accrued Vacations	14,066.83	0.00	14,066.83
I-Bank Loan	892,219.14	0.00	892,219.14
PNC Equip. Loan - L/T	756,621.19	0.00	756,621.19
Total Sewer - Long Term Liabilities	1,662,907.16	0.00	1,662,907.16

Water - Long Term Liabilities

Accrued Vacations	0.00	16,654.90	16,654.90
Deferred on Refunding	0.00	-280,322.00	-280,322.00
GO Bonds - L/T	0.00	13,984,429.13	13,984,429.13
PNC Equip. Loan - L/T	0.00	756,621.20	756,621.20
SRF Loan Payable	0.00	409,552.51	409,552.51
Total Water - Long Term Liabilities	0.00	14,886,935.74	14,886,935.74

Total Long Term Liabilities	1,662,907.16	14,886,935.74	16,549,842.90
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Total Liabilities	1,678,431.93	14,994,954.36	16,673,386.29
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Equity

Sewer - Equity Accounts

Capital Assets Net	3,448,211.00	0.00	3,448,211.00
Fund Balance - Unrestricted	8,156,010.78	0.00	8,156,010.78
Retained Earnings	1,153,775.60	0.00	1,153,775.60
Total Sewer - Equity Accounts	12,757,997.38	0.00	12,757,997.38

Water - Equity Accounts

Capital Assets Net	0.00	-288,324.00	-288,324.00
Restricted Debt Service	0.00	2,546,106.50	2,546,106.50
Unrestricted	0.00	181,521.00	181,521.00
Retained Earnings	0.00	-451,700.80	-451,700.80
Total Water - Equity Accounts	0.00	1,987,602.70	1,987,602.70

Net Income	582,715.24	809,205.83	1,391,921.07
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Total Equity	13,340,712.62	2,796,808.53	16,137,521.15
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TOTAL LIABILITIES & EQUITY	15,019,144.55	17,791,762.89	32,810,907.44
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Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
 July 2013 through May 2014

11:12 AM
 07/10/14
 Accrual Basis

	Jul '13 - May 14	Sewer Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
4220 - Cell Tower Lease	28,609.81	28,512.00	97.81
4400 - Fees			
4410 - Administrative Fee (New Constr)	1,800.00	2,068.00	-268.00
4420 - Administrative Fee (Remodel)	2,250.00	825.00	1,425.00
4430 - Inspection Fee (New Constr)	1,700.00	1,925.00	-225.00
4440 - Inspection Fee (Remodel)	5,060.00	781.00	4,279.00
4460 - Remodel Fees	4,403.00	2,013.00	2,390.00
Total 4400 - Fees	15,213.00	7,612.00	7,601.00
4610 - Property Tax Receipts	280,853.36	225,000.00	55,853.36
4710 - Sewer Service Charges	1,825,098.76	1,991,016.00	-165,917.24
4720 - Sewer Service Refunds, Customer	-343.66	-1,837.00	1,493.34
4760 - Waste Collection Revenues	13,191.06	11,913.00	1,278.06
Total Income	2,162,622.33	2,262,216.00	-99,593.67
Expense			
5000 - Administrative			
5190 - Bank Fees	3,850.37	2,836.00	1,012.37
5200 - Board of Directors			
5210 - Board Meetings	2,188.55	1,837.00	351.55
5220 - Director Fees	2,812.50	2,288.00	524.50
5230 - Election Expenses	3,897.29	9,163.00	-5,265.71
Total 5200 - Board of Directors	8,898.34	13,288.00	-4,389.66
5250 - Conference Attendance	397.00	1,837.00	-1,440.00
5270 - Information Systems	2,786.42	2,750.00	36.42
5300 - Insurance			
5310 - Fidelity Bond	0.00	825.00	-825.00
5320 - Property & Liability Insurance	1,582.75	1,375.00	207.75
Total 5300 - Insurance	1,582.75	2,200.00	-617.25
5350 - LAFCO Assessment	1,548.00	1,188.00	360.00
5400 - Legal			
5420 - Meeting Attendance, Legal	9,320.00	9,163.00	157.00
5430 - General Legal	15,217.50	18,337.00	-3,119.50
Total 5400 - Legal	24,537.50	27,500.00	-2,962.50
5510 - Maintenance, Office	3,883.80	1,375.00	2,508.80
5520 - Meetings, Local	0.00	275.00	-275.00
5540 - Office Supplies	6,327.80	8,250.00	-1,922.20
5550 - Postage	1,678.40	3,663.00	-1,984.60
5560 - Printing & Publishing	1,162.56	1,837.00	-674.44
5600 - Professional Services			
5610 - Accounting	29,204.75	22,913.00	6,291.75
5620 - Audit	12,050.00	11,913.00	137.00
5630 - Consulting	413.75	10,538.00	-10,124.25
5640 - Data Services	5,223.92	5,038.00	185.92
5660 - Payroll Services	224.37	737.00	-512.63
5690 - Other Professional Services	10.00		
Total 5600 - Professional Services	47,126.79	51,139.00	-4,012.21

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Accrual Basis

Montara Water & Sanitary District Revenue & Expenditures Budget vs. Actual - Sewer July 2013 through May 2014

	Jul '13 - May 14	Sewer Budget	\$ Over Budget
5710 - San Mateo Co. Tax Roll Charges		2,750.00	-2,750.00
5720 - Telephone & Internet, Admin	0.00	4,675.00	4,753.48
5730 - Travel, Local	9,428.48	1,375.00	-297.48
5740 - Reference Materials	1,077.52	187.00	-187.00
5790 - Other Administrative	0.00		
5800 - Labor	142.60		
5810 - CalPERS 457 Deferred Plan	10,973.52	7,513.00	3,460.52
5820 - Employee Benefits	35,262.42	34,320.00	942.42
5830 - Disability Insurance	1,003.17	605.00	398.17
5840 - Payroll Taxes	12,161.73	8,206.00	3,955.73
5900 - Wages			
5910 - Management	69,969.03	66,671.00	3,298.03
5920 - Staff	87,681.98	86,372.00	1,309.98
5930 - Staff Certification	1,650.00		
5940 - Staff Overtime	2,895.08		
5950 - Staff Standby	721.92		
Total 5900 - Wages	162,918.01	153,043.00	9,875.01
5960 - Worker's Comp Insurance	4,335.41	6,666.00	-2,330.59
Total 5800 - Labor	226,654.26	210,353.00	16,301.26
Total 5000 - Administrative	341,082.59	337,480.00	3,602.59
6000 - Operations			
6170 - Claims, Property Damage	9,943.61	9,163.00	780.61
6195 - Education & Training	0.00	913.00	-913.00
6200 - Engineering			
6210 - Meeting Attendance, Engineering	0.00	4,587.00	-4,587.00
6220 - General Engineering	27,606.50	22,913.00	4,693.50
Total 6200 - Engineering	27,606.50	27,500.00	106.50
6300 - Facilities			
6335 - Alarm Services	4,549.89	4,125.00	424.89
6337 - Landscaping	1,900.00	2,200.00	-300.00
Total 6330 - Facilities	6,449.89	6,325.00	124.89
6400 - Pumping			
6410 - Pumping Fuel & Electricity	22,255.51	32,087.00	-9,831.49
Total 6400 - Pumping	22,255.51	32,087.00	-9,831.49
6500 - Collection/Transmission			
6560 - Maintenance, Collection System			
Total 6500 - Collection/Transmission	0.00	18,337.00	-18,337.00
6900 - Sewer Authority Midcoastside			
6910 - SAM Collections	305,129.00	305,129.00	0.00
6920 - SAM Operations	602,426.00	602,437.00	-11.00
6930 - SAM Prior Year Adjustment	0.00	-244,552.00	244,552.00

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Accrual Basis

Montara Water & Sanitary District Revenue & Expenditures Budget vs. Actual - Sewer July 2013 through May 2014

	Jul '13 - May '14	Sewer Budget	\$ Over Budget
6940 - SAM Maintenance, Collection Sys	15,550.34	36,663.00	-21,112.66
6950 - SAM Maintenance, Pumping	66,988.86	36,663.00	30,325.86
Total 6900 - Sewer Authority Midcoastside	990,094.20	736,340.00	253,754.20
Total 6000 - Operations	1,056,349.51	830,665.00	225,684.51
Total Expense	1,397,432.10	1,168,145.00	229,287.10
Net Ordinary Income	765,190.23	1,094,071.00	-328,880.77
Other Income/Expense			
Other Income			
7000 - Capital Account Revenues			
7100 - Connection Fees	0.00	102,300.00	-102,300.00
7110 - Connection Fees (New Constr)		12,837.00	44,014.00
7120 - Connection Fees (Remodel)			
Total 7100 - Connection Fees	56,851.00	115,137.00	-58,286.00
7200 - Interest Income - LAIF	5,587.27	7,337.00	-1,749.73
7700 - Interest, Employee Loans	4,454.01	3,795.00	659.01
Total 7000 - Capital Account Revenues	66,892.28	126,269.00	-59,376.72
Total Other Income	66,892.28	126,269.00	-59,376.72
Other Expense			
8000 - Capital Improvement Program			
8075 - Sewer	200,823.39	1,621,400.00	-1,420,576.61
Total 8000 - Capital Improvement Program	200,823.39	1,621,400.00	-1,420,576.61
9000 - Capital Account Expenses			
9125 - PNC Equipment Lease Interest	20,950.07	20,911.00	39.07
9175 - Capital Assessment - SAM	0.00	166,837.00	-166,837.00
9200 - I-Bank Loan	27,593.81	27,594.00	-0.19
Total 9000 - Capital Account Expenses	48,543.88	215,342.00	-166,798.12
Total Other Expense	249,367.27	1,836,742.00	-1,587,374.73
Net Other Income	-182,474.99	-1,710,473.00	1,527,998.01
Net Income	582,715.24	-616,402.00	1,199,117.24

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
 July 2013 through May 2014

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 Accrual Basis

	Jul '13 - May 14	Water Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
4220 - Cell Tower Lease	28,609.83	28,512.00	97.83
4400 - Fees			
4410 - Administrative Fee (New Constr)	4,050.00	2,068.00	1,982.00
4420 - Administrative Fee (Remodel)	450.00	825.00	-375.00
4430 - Inspection Fee (New Constr)	3,825.00	1,925.00	1,900.00
4440 - Inspection Fee (Remodel)	425.00	781.00	-356.00
Total 4400 - Fees	8,750.00	5,599.00	3,151.00
4610 - Property Tax Receipts	280,853.45	225,000.00	55,853.45
4740 - Testing, Backflow	10,164.00	10,538.00	-374.00
4810 - Water Sales, Domestic	1,461,830.94	1,470,975.00	-9,144.06
4850 - Water Sales Refunds, Customer	-1,855.49	-3,663.00	1,807.51
4990 - Other Revenue	2,500.82		
Total Income	1,790,853.55	1,736,961.00	53,892.55
Expense			
5000 - Administrative			
5190 - Bank Fees	5,489.05	8,250.00	-2,760.95
5200 - Board of Directors			
5210 - Board Meetings	2,188.53	1,837.00	351.53
5220 - Director Fees	2,812.50	2,286.00	524.50
5230 - Election Expenses	3,897.29	9,163.00	-5,265.71
Total 5200 - Board of Directors	8,898.32	13,288.00	-4,389.68
5240 - CDPH Fees	7,190.94	18,337.00	-11,146.06
5250 - Conference Attendance	1,597.01	4,587.00	-2,989.99
5270 - Information Systems	2,766.42	5,500.00	-2,713.58
5300 - Insurance			
5310 - Fidelity Bond	0.00	825.00	-825.00
5320 - Property & Liability Insurance	1,582.76	1,375.00	207.76
Total 5300 - Insurance	1,582.76	2,200.00	-617.24
5350 - LAFCO Assessment	2,026.00	1,562.00	464.00
5400 - Legal			
5420 - Meeting Attendance, Legal	7,922.50	9,163.00	-1,240.50
5430 - General Legal	52,012.50	64,163.00	-12,150.50
Total 5400 - Legal	59,935.00	73,326.00	-13,391.00
5510 - Maintenance, Office	4,081.49	1,375.00	2,706.49
5520 - Meetings, Local	0.00	275.00	-275.00
5530 - Memberships	18,049.94	16,038.00	2,011.94
5540 - Office Supplies	6,327.83	8,250.00	-1,922.17
5550 - Postage	4,988.13	7,337.00	-2,348.87
5560 - Printing & Publishing	1,162.56	1,837.00	-674.44
5600 - Professional Services			
5610 - Accounting	29,204.75	22,913.00	6,291.75
5620 - Audit	12,050.00	11,913.00	137.00
5630 - Consulting	13,346.89	28,875.00	-15,528.11
5650 - Labor Representation	9,000.00	8,250.00	750.00
5660 - Payroll Services	416.41	737.00	-320.59
5690 - Other Professional Services	10.00		
Total 5600 - Professional Services	64,028.05	72,688.00	-8,659.95

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
July 2013 through May 2014

	Jul '13 - May 14	Water Budget	\$ Over Budget
5720 - Telephone & Internet, Admin	4,952.89	4,675.00	277.89
5730 - Travel, Local	1,020.68	1,375.00	-354.32
5740 - Reference Materials	0.00	737.00	-737.00
5790 - Other Administrative	200.00		
5800 - Labor			
5810 - CalPERS 457 Deferred Plan	25,384.08	22,814.00	2,570.08
5820 - Employee Benefits	62,090.31	54,197.00	7,893.31
5830 - Disability Insurance	2,020.14	1,661.00	359.14
5840 - Payroll Taxes	29,394.75	28,655.00	739.75
5900 - Wages			
5910 - Management	71,979.10	66,671.00	5,308.10
5920 - Staff	259,242.92	260,601.00	-1,358.08
5930 - Staff Certification	8,265.00	14,179.00	-5,914.00
5940 - Staff Overtime	25,787.17	55,362.00	-29,564.83
5950 - Staff Standby	10,025.26	15,319.00	-5,293.74
Total 5900 - Wages	375,299.45	412,122.00	-36,822.55
5960 - Worker's Comp Insurance	17,103.07	23,705.00	-6,601.93
Total 5800 - Labor	511,291.80	543,154.00	-31,862.20
Total 5000 - Administrative	705,608.87	784,791.00	-79,182.13
6000 - Operations			
6160 - Backflow Prevention	1,184.97	1,925.00	-740.03
6170 - Claims, Property Damage	0.00	9,163.00	-9,163.00
6180 - Communications			
6185 - Communications Equip, Expensed	395.00	16,038.00	-15,643.00
6187 - Telephone & Internet, Comm.	1,693.35	2,937.00	-1,243.65
Total 6180 - Communications	2,088.35	18,975.00	-16,886.65
6195 - Education & Training	7,001.92		
6200 - Engineering			
6210 - Meeting Attendance, Engineering	1,716.25	9,163.00	-7,446.75
6220 - General Engineering	28,747.32	22,913.00	5,834.32
6230 - Water Quality Engineering	18,260.82	91,663.00	-73,402.18
Total 6200 - Engineering	48,724.39	123,739.00	-75,014.61
6320 - Equipment & Tools, Expensed	5,790.96	11,913.00	-6,122.04
6330 - Facilities			
6335 - Alarm Services	596.27	275.00	321.27
6337 - Landscaping	3,000.00	3,300.00	-300.00
Total 6330 - Facilities	3,596.27	3,575.00	21.27
6370 - Lab Supplies & Equipment	799.84	1,837.00	3,950.11
6380 - Meter Reading	5,787.11		
6400 - Pumping			
6410 - Pumping Fuel & Electricity	50,596.33	41,250.00	9,346.33
6420 - Pumping Maintenance, Generators	8,623.97	13,750.00	-5,126.03
6440 - Pumping Equipment, Expensed	3,385.83	22,913.00	-19,527.17
Total 6400 - Pumping	62,606.13	77,913.00	-15,306.87

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
 July 2013 through May 2014

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 Accrual Basis

	Jul '13 - May 14	Water Budget	\$ Over Budget
6500 - Supply			
6510 - Maintenance, Supply Mains	0.00	4,587.00	-4,587.00
6520 - Maintenance, Wells	1,188.00	913.00	275.00
6530 - Water Purchases	25,948.69	256,663.00	-230,714.31
Total 6500 - Supply	27,136.69	262,163.00	-235,026.31
6600 - Collection/Transmission			
6610 - Hydrants			
6620 - Maintenance, Mains	438.15	1,637.00	-1,398.85
6630 - Maintenance, Service Lines	43,337.29	45,837.00	-2,499.71
6640 - Maintenance, Tanks	10,227.46	27,500.00	-17,272.54
6650 - Maint., Transmission General	711.38	5,962.00	-5,250.62
6670 - Meters	9,966.21	5,962.00	4,004.21
	0.00	4,587.00	-4,587.00
Total 6600 - Collection/Transmission	64,680.49	91,685.00	-27,004.51
6700 - Treatment			
6710 - Chemicals & Filtering	6,394.09	19,250.00	-12,855.91
6720 - Maintenance, Treatment Equip.	5,331.81	6,875.00	-1,543.19
6730 - Treatment Analysis	17,646.51	21,087.00	-3,440.49
Total 6700 - Treatment	29,372.41	47,212.00	-17,839.59
6800 - Vehicles			
6810 - Fuel	8,097.71	7,788.00	309.71
6820 - Vehicular Equipment, Expensed	7,568.14	9,183.00	-1,594.86
6830 - Vehicular Repairs	3,544.39	913.00	2,631.39
	9,258.26	1,837.00	7,421.26
Total 6800 - Vehicles	20,370.79	11,913.00	8,457.79
6890 - Other Operations	1,466.19		
Total 6000 - Operations	288,704.22	689,801.00	-381,096.78
Total Expense	994,313.09	1,454,592.00	-460,278.91
7000 - Capital Account Revenues			
7100 - Connection Fees			
7110 - Connection Fees (New Constr)	796,540.46	282,369.00	514,171.46
7120 - Connection Fees (Remodel)			
7130 - Conn. Fees, PFP (New Constr)			
7140 - Conn. Fees, PFP (Remodel)			
Total 7100 - Connection Fees	796,540.46	282,369.00	514,171.46
7600 - Bond Revenues, G.O.			
Total 7000 - Capital Account Revenues	796,540.46	282,369.00	514,171.46
Net Ordinary Income	288,704.22	689,801.00	-381,096.78
Other Income/Expense			
8000 - Capital Improvement Program			
8100 - Water			
8200 - Capital Improvement Program			
Total 8000 - Capital Improvement Program	820,491.54	154,638.00	665,853.54
Total Other Income	1,217,375.65	1,167,232.00	50,143.65
Total Other Income	1,217,375.65	1,167,232.00	50,143.65
8000 - Capital Improvement Program	820,491.54	154,638.00	665,853.54
Total 8000 - Capital Improvement Program	820,491.54	154,638.00	665,853.54

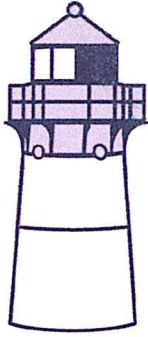
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Accrual Basis

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
 July 2013 through May 2014

	Jul '13 - May '14	Water Budget	\$ Over Budget
9000 - Capital Account Expenses			
9075 - PFP Connection Expenses	3,656.89		
9100 - Interest Expense - GO Bonds	354,780.44	325,215.00	29,565.44
9125 - PNC Equipment Lease Interest	20,950.05	20,911.00	39.05
9150 - SRF Loan	4,831.36	6,578.00	-1,746.64
Total 9000 - Capital Account Expenses	384,218.74	352,704.00	31,514.74
Total Other Expense	1,204,710.28	507,342.00	697,368.28
Net Other Income	12,665.37	659,890.00	-647,224.63
Net Income	809,205.83	942,259.00	-133,053.17



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

SUBJECT: SAM Flow Report for May 2014

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 May 2014.
- Collection System Monthly Overflow Report – May 2014.

The Average Daily Flow for Montara was 0.265 MGD in May 2014. There was no reportable overflow in May in the Montara System. SAM indicates there were 0.02 inches of rain in May 2014.

RECOMMENDATION:

Review and file.

Attachments

Sewer Authority Mid-Coastside

Monthly Collection System Activity/SSO Distribution Report, May 2014

May 2014

	Total	HMB	Number GSD	MWSD	SAM
Roots	1	0	1	0	0
Grease	1	1	0	0	0
Mechanical	0	0	0	0	0
Wet Weather	0	0	0	0	0
Other	0	0	0	0	0
Total	2	1	1	0	0
		50%	50%	0%	0%

12 Month Moving Total

	Total	HMB	Number GSD	MWSD	SAM
Roots	2	0	2	0	0
Grease	1	1	0	0	0
Mechanical	5	2	1	0	2
Wet Weather	0	0	0	0	0
Other	2	1	1	0	0
Total	10	4	4	0	2
		40%	40%	0%	20%

Reportable SSOs

	Total	HMB	Number GSD	MWSD	SAM
May 2014	2	1	1	0	0
12 Month Moving Total	10	4	4	0	2

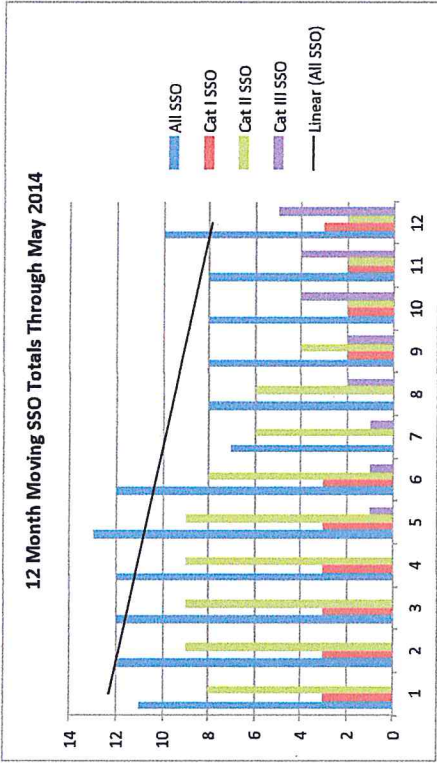
SSOs / Year / 100 Miles

	Total	HMB	Number GSD	MWSD	SAM
May 2014	1.9	2.7	3.0	0.0	0.0
12 Month Moving Total	9.6	10.8	12.0	0.0	27.4
Category 1	2.9	5.4	0.0	0.0	13.7
Category 2	1.9	0.0	3.0	0.0	13.7
Category 3	4.8	5.4	9.0	0.0	0.0
Miles of Sewers	104.5	37.0	33.2	27.0	7.3
		35.4%	31.8%	25.8%	7.0%

12 Month Rolling Total Sewer Cleaning Summary

Month	HMB	GSD	MWSD	Total Feet	Total Miles
Jun-13	23,796	20,397	0	44,193	8.4
Jul-13	26,624	20,858	463	47,945	9.1
Aug-13	27,738	18,778	2,609	49,125	9.3
Sep-13	31,119	26,407	0	57,526	10.9
Oct-13	25,925	13,837	703	40,465	7.7
Nov-13	19,335	3,006	4,473	26,814	5.1
Dec-13	36,715	282	0	36,997	7.0
Jan-14	5,153	16,084	22,555	43,792	8.3
Feb-14	2,893	11,781	22,467	37,141	7.0
Mar-14	7,559	20,183	15,861	43,603	8.3
Apr-14	4,369	16,414	22,703	43,486	8.2
May-14	5,278	26,336	36,299	67,913	12.9
Annual ft	216,504	194,363	128,133	539,000	

Annual MI.	41	37	24	102
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Attachment A

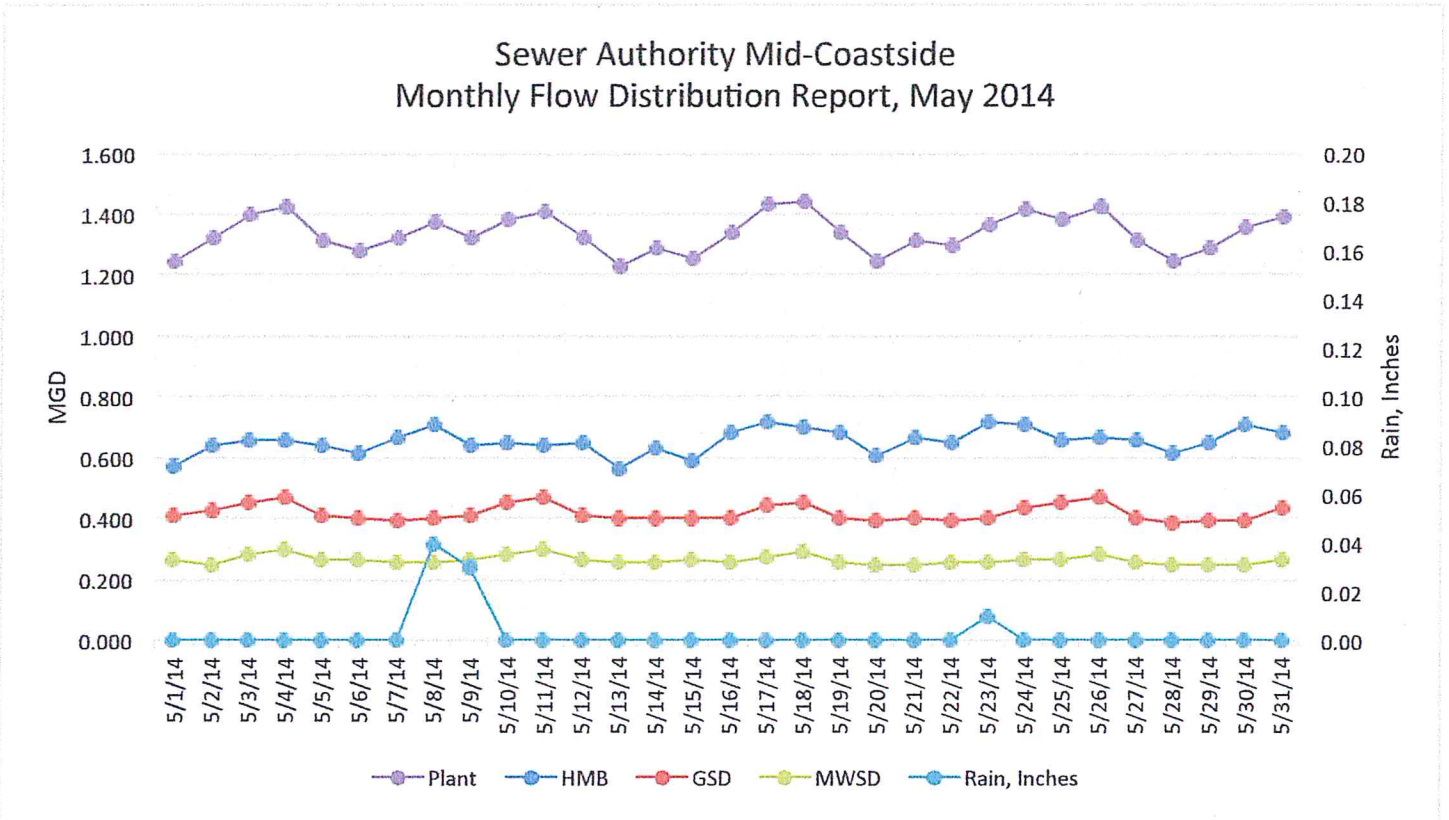
Flow Distribution Report Summary For May 2014

The daily flow report figures for the month of May 2014 have been converted to an Average Daily Flow (ADF) for each Member Agency. The results are attached for your review.

*Influent flow is calculated using the mid-plant flow meter less process water and trucked in waste

The summary of the ADF information is as follows:

	<u>MGD</u>	<u>%</u>
The City of Half Moon Bay	0.655	48.9%
Granada Sanitary District	0.419	31.3%
Montara Water and Sanitary District	<u>0.265</u>	<u>19.8%</u>
Total	1.339	100.0%



Sewer Authority Mid-Coastside

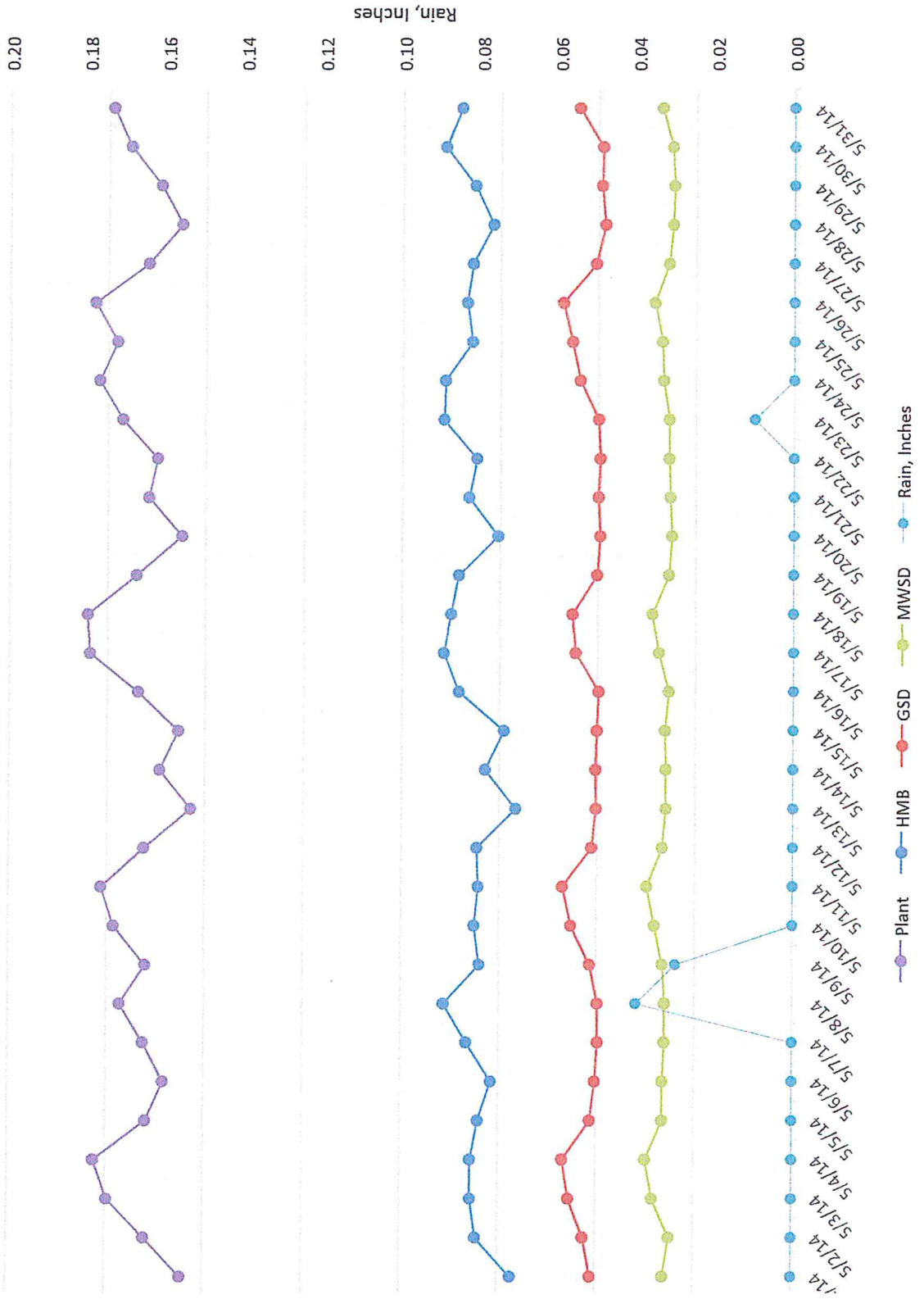
Monthly Flow Distribution Report

<u>Date</u>	<u>HMB</u>	<u>GSD</u>	<u>MWSD</u>	<u>Plant</u>	<u>Rain Plant</u>	<u>Rain Portola</u>	<u>Rain Montara</u>
5/1/14	0.573	0.410	0.262	1.246	0.00	0.00	0.00
5/2/14	0.645	0.425	0.250	1.321	0.00	0.00	0.00
5/3/14	0.656	0.455	0.285	1.397	0.00	0.00	0.00
5/4/14	0.657	0.468	0.299	1.424	0.00	0.00	0.00
5/5/14	0.641	0.412	0.265	1.319	0.00	0.00	0.00
5/6/14	0.615	0.402	0.265	1.283	0.00	0.00	0.00
5/7/14	0.666	0.397	0.261	1.325	0.00	0.00	0.00
5/8/14	0.713	0.398	0.261	1.373	0.04	0.00	0.00
5/9/14	0.640	0.414	0.266	1.320	0.03	0.00	0.00
5/10/14	0.651	0.452	0.282	1.385	0.00	0.00	0.00
5/11/14	0.643	0.470	0.298	1.411	0.00	0.00	0.00
5/12/14	0.646	0.411	0.267	1.324	0.00	0.00	0.00
5/13/14	0.567	0.402	0.260	1.229	0.00	0.00	0.00
5/14/14	0.629	0.403	0.260	1.293	0.00	0.00	0.00
5/15/14	0.591	0.401	0.262	1.255	0.00	0.00	0.00
5/16/14	0.684	0.398	0.255	1.337	0.00	0.00	0.00
5/17/14	0.715	0.445	0.275	1.436	0.00	0.00	0.00
5/18/14	0.700	0.451	0.288	1.440	0.00	0.00	0.00
5/19/14	0.684	0.401	0.255	1.341	0.00	0.00	0.00
5/20/14	0.604	0.395	0.249	1.249	0.00	0.00	0.00
5/21/14	0.664	0.399	0.253	1.317	0.00	0.00	0.00
5/22/14	0.648	0.395	0.255	1.298	0.00	0.00	0.00
5/23/14	0.716	0.399	0.255	1.370	0.01	0.00	0.02
5/24/14	0.713	0.437	0.267	1.418	0.00	0.00	0.00
5/25/14	0.658	0.453	0.270	1.382	0.00	0.00	0.00
5/26/14	0.669	0.472	0.285	1.426	0.00	0.00	0.00
5/27/14	0.657	0.404	0.256	1.317	0.00	0.00	0.00
5/28/14	0.615	0.386	0.248	1.250	0.00	0.00	0.00
5/29/14	0.653	0.393	0.246	1.292	0.00	0.00	0.00
5/30/14	0.713	0.391	0.249	1.354	0.00	0.00	0.00
5/31/14	0.680	0.439	0.270	1.390	0.00	0.00	0.00
Totals	20.308	12.992	8.219	41.519	0.08	0.00	0.02

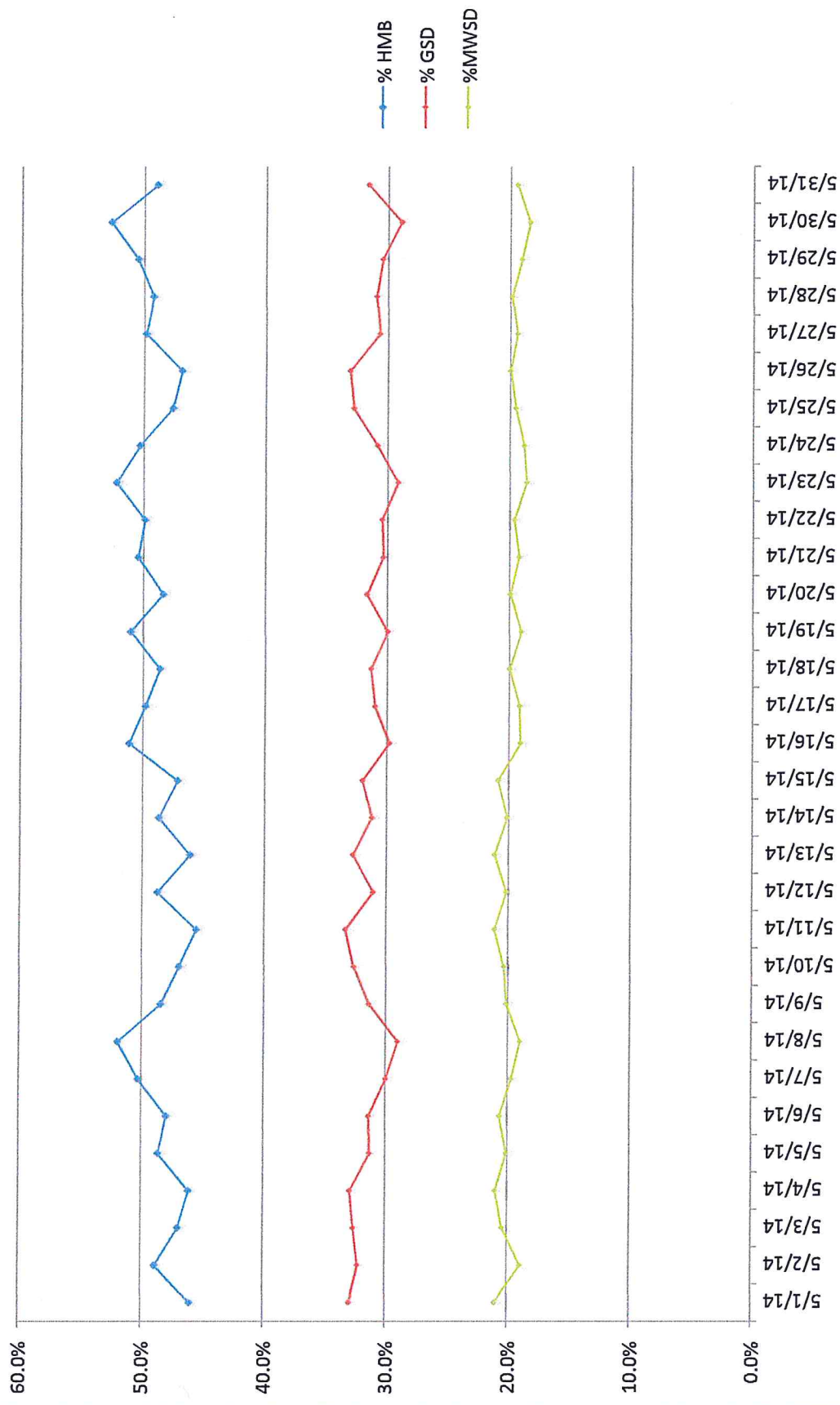
Summary

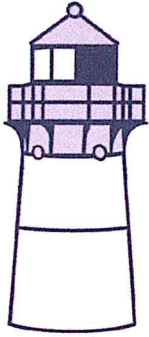
	<u>HMB</u>	<u>GSD</u>	<u>MWSD</u>	<u>Plant</u>
Minimum	0.567	0.386	0.246	1.229
Average	0.655	0.419	0.265	1.339
Maximum	0.716	0.472	0.299	1.440
Distribution	48.9%	31.3%	19.8%	100.0%

Sewer Authority Mid-Coastside Monthly Flow Distribution Report, May 2014



Daily Member Agency Flow Distribution May 2014





MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

SUBJECT: Review of Current Investment Portfolio

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 May 2014 was 0.228%.
- The District has set up two checking accounts that are largely backed by Federal securities: Water General Account and the Sewer General Account with Wells Fargo Bank.

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: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

SUBJECT: Connection Permit Applications Received

As of July 17, 2014 the following new Sewer Connection Permit applications were received since the last report:

Date of Application	Property Owner	Site Address	Home Size

As of July 17, 2014 the following new Water (Private Fire Sprinkler) Connection Permit applications were received since the last report:

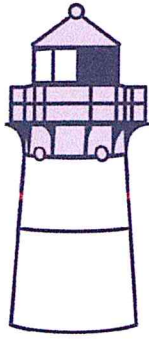
Date of Application	Property Owner	Site Address	Home Size
7/2/2014	Hawkins	885 San Ramon	SFD

As of July 17, 2014 the following new Water Connection Permit applications were received since the last report:

Date of App.	Property Owner	Site Address	Home Size	Type of Connection
7/2/2014	Hawkins	885 San Ramon	SFD	Domestic

RECOMMENDATION:

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



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

A handwritten signature in blue ink, appearing to be 'Clemens Heldmaier', written in a cursive style.

SUBJECT: Monthly Water Production Report

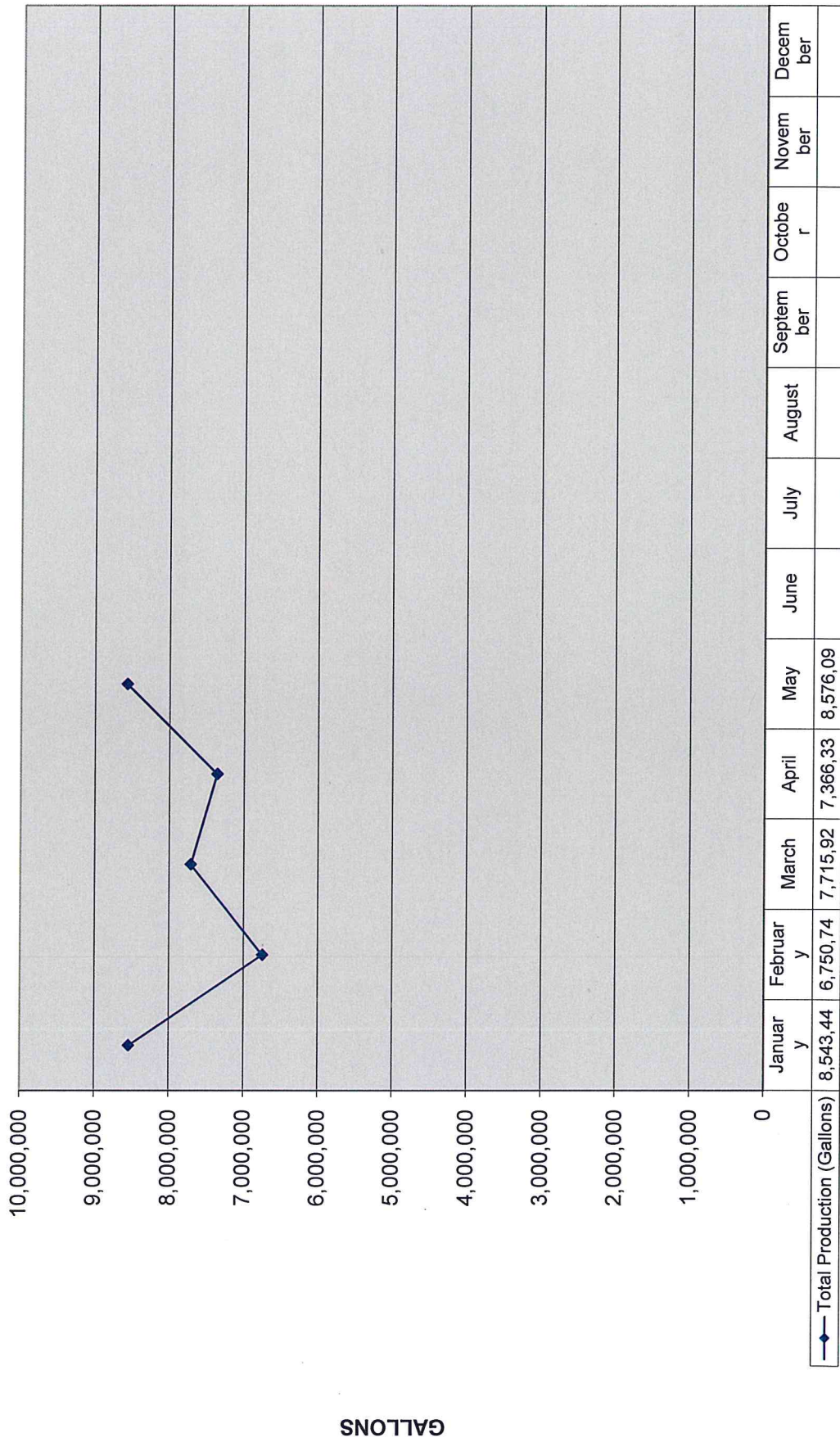
The attached two charts summarize the monthly water production for the District. The first shows a consolidated report from all sources by month. The second shows each water source the District uses, both wells and surface water. The production is shown in gallons of water produced.

RECOMMENDATION:

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

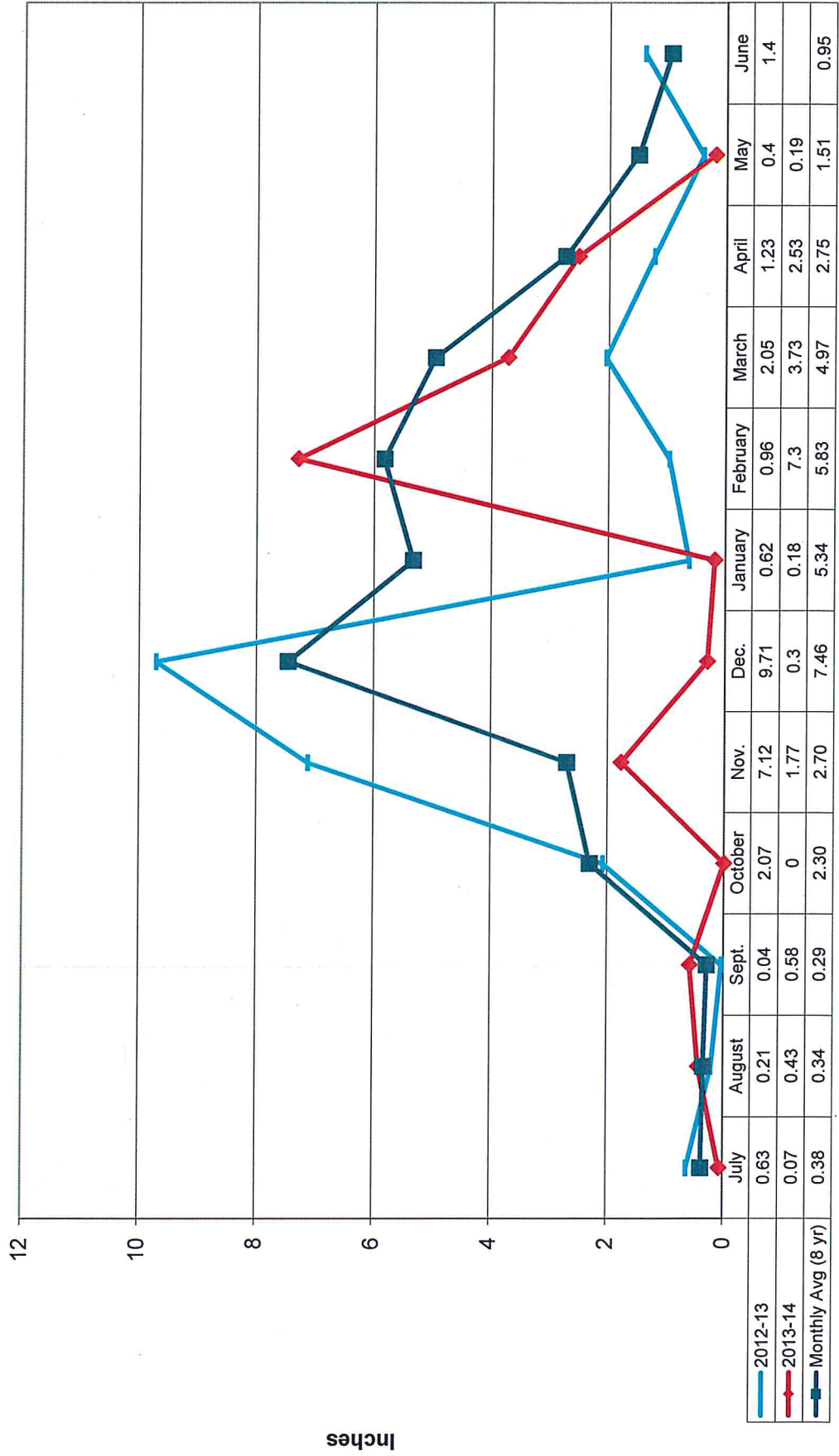
Attachments

Total Production 2014(Gallons)



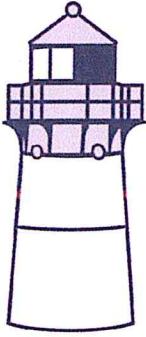
GALLONS

RAIN REPORT



Inches

Month



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

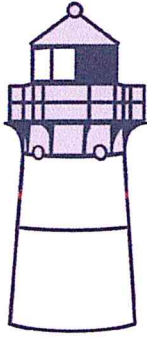
SUBJECT: Rain Report

The attached chart shows the monthly rainfall at the Alta Vista Treatment Plant for the current and prior fiscal years along with the seven year average of rainfall.

RECOMMENDATION:

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

Attachment



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

A handwritten signature in blue ink, appearing to be 'Clemens Heldmaier', written in a cursive style.

SUBJECT: Monthly Solar Energy Report

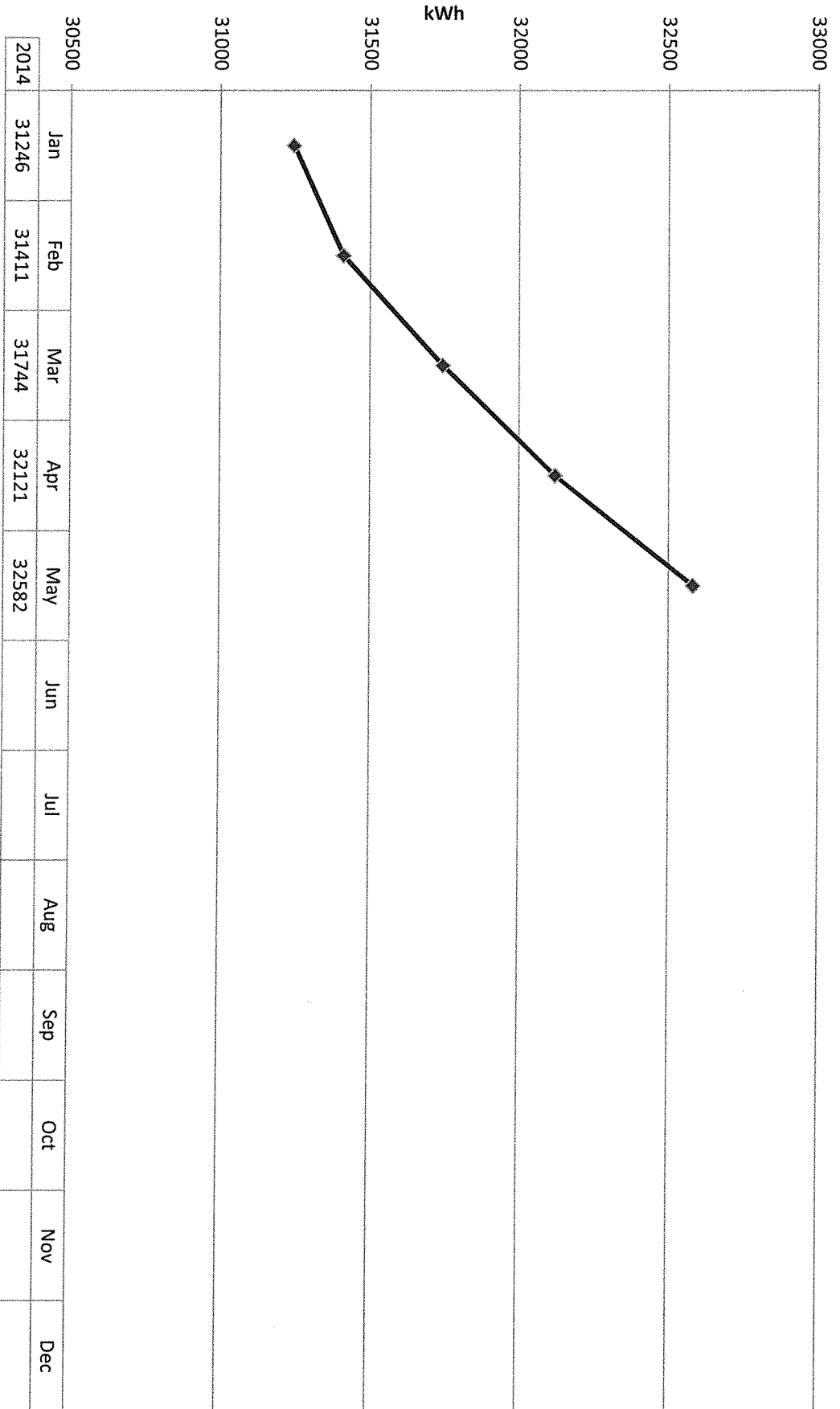
The attached chart summarizes the monthly solar production at the Alta Vista Array. Since the installation of the solar panels the District produced 32582 kWh and saved 55390 lbs of CO₂.

RECOMMENDATION:

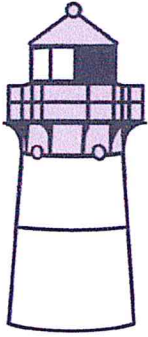
No action is required. This information is presented for the Board's information only.

Attachments

SOLAR ENERGY PRODUCED IN 2014 (kWh)



2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	31246	31411	31744	32121	32582							



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

**SUBJECT: Review and Possible Action Concerning
Completion of Pillar Ridge Water System
Acquisition.**

On April 10, 2014, the Board authorized and directed the execution of the Pillar Ridge Water System Agreement. The document has been signed by Millenium Housing and is presented tonight to the Board for signature. The next step in the acquisition of the water production facilities is to proceed through escrow. Staff anticipates that the District commences operation of the facilities on September 1 after the completion of escrow and the beginning of the bimonthly billing cycle.

RECOMMENDATION:

This item is for information only.

Attachments

ACQUISITION OF WATER SYSTEM ASSETS AGREEMENT

THIS AGREEMENT ("Agreement"), dated for convenience as of July 1, 2014 ("Effective Date"), is entered into by and between **COACH OF SAN DIEGO, INC.**, a California nonprofit public benefit corporation ("Coach") and **MONTARA WATER AND SANITARY DISTRICT**, a public agency located in the County of San Mateo, California ("District").

RECITALS:

A. Coach owns and operates a manufactured mobile home park under the name Pillar Ridge Manufactured Home Community located at 164 Culebra Road, Moss Beach, San Mateo County, California.

B. Pillar Ridge's assets include a domestic water system comprised of three (3) production wells, a water treatment plant, two (2) water storage tanks and pipelines connecting the wells to the treatment plant and to the water storage tanks, which assets ("Included Assets," hereinafter defined) shall be sold by Coach and acquired by District pursuant to this Agreement.

C. Pillar Ridge's water system also includes distribution pipelines from the treatment plant to the individual manufactured home dwelling units located within Pillar Ridge and water meters at said units, the ownership of which shall be retained by Coach and continued in use by Coach for distribution of water to the units ("Excluded Water System Assets").

D. District owns and operates a public water system serving properties within its service area which includes Pillar Ridge.

E. Coach desires to sell and District desires to purchase the Included Water System Assets subject to the terms and conditions herein contained.

F. Upon furnishing water service by District to Pillar Ridge through use of the Included Assets, such service shall be made on the same basis as that provided to all other users served by District's community water system; provided, that the Parties desire and intend that, unless the land use or demand for water by Pillar Ridge become significantly different or higher than that existing as of the Effective Date, service to Pillar Ridge shall substantially conform to that existing as of said Date.

NOW THEREFORE, in consideration of the premises, mutual promises, representations, covenants and agreements herein contained the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following words, phrases and clauses shall have the meanings respectively ascribed thereto:

a. "Coach" – Coach of San Diego, Inc., a California nonprofit public benefit corporation, or its successors and assigns.

- b. "District" – Montara Water and Sanitary District, a public agency in the County of San Mateo, California.
- c. "Easements" – exclusive easements over, under and upon the lands within which the Included Assets are located and nonexclusive easements over and across lands within Pillar Ridge providing ingress to and egress from the Included Assets, which easements are more particularly described in the form of deed marked Exhibit "B" attached hereto and Incorporated herein by reference.
- d. "Excluded Assets" – distribution pipelines and appurtenances from the above-referenced water system treatment plant to the individual manufactured home dwelling units located within Pillar Ridge, water meters at said units and any and all water system assets and appurtenances not included within the Included Assets.
- e. "Hazardous Material" – material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment, including without limitation, any material or substance defined as a hazardous substance, pollutant or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; asbestos, petroleum and petroleum products including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids.
- f. "Included Assets" – those certain three (3) production wells, water treatment plant, two (2) water storage tanks and appurtenant pipelines connecting the wells, treatment plant and water storage tanks to and with the Master Meter, more particularly described in Exhibit "A" hereof and incorporated herein by reference, together with all appurtenances thereto and such materials, supplies and equipment used, stored or otherwise available to and owned by Coach in conjunction with its use and operation of the Included Assets existing as of the close of escrow described hereinafter.
- g. "Existing Master Meter" – that certain 4 inch diameter water meter connecting District's community water system to Pillar Ridge's private water system through which, as of the Effective Date, District delivers water to Pillar Ridge and to which District shall transport water from the treatment plant or the storage tanks that are included in the Included Assets to Coach for distribution by Coach through the Excluded Assets to Pillar Ridge's residential units, laundry building and clubhouse. The Existing Master Meter shall be used by District until the New Master Meter has been installed and becomes operational and thereafter at District's operational discretion.
- h. "New Master Meter" – a 4 inch diameter water meter, the location of which shall be determined by District and installed at a time selected by District after the Effective Date that shall connect District's community water system to Pillar Ridge's

private water system and through which, upon becoming operational, District shall at its discretion transport water from the treatment plant or the storage tanks that are included in the Included Assets to Coach for distribution by Coach through the Excluded Assets to the residential units, laundry room and clubhouse. If District elects at any time to increase the size of the diameter for the Master Meter or New Master Meter and such increase is not related to a change in the land use of Pillar Ridge or in the volume or quantity of water required to serve Pillar Ridge, such increase shall not affect in any manner the billing for the supply of water to Pillar Ridge. Notwithstanding anything in this Agreement to the contrary, in no event shall the District impose or charge more than one meter/standby fee or the equivalent thereof for the services provided under this Agreement.

i. "Party" and "Parties" – either Coach or District or both Coach and District, respectively.

j. "Pillar Ridge" – the Manufactured Home Community located at 164 Culebra Road, Moss Beach, San Mateo County, California owned and operated by Coach within which the Included Assets and Excluded Assets are located.

2. Purchase and Sale of Included Assets. For One Dollar (\$1.00) in hand delivered by District to Coach and for other good consideration, the sufficiency of which the Parties hereby acknowledge, and subject to the terms and conditions of this Agreement, District agrees to purchase from Coach and Coach agrees to sell, transfer, convey and deliver to District all right title and interest in and to the Included Assets and to convey to District the Easements as hereinafter provided. All closing costs and fees relating to such sale and conveyance shall be paid by District including, but not limited to, costs for escrow, document recordation, title insurance, surveys, studies, reports, approvals, such consultants that District deems necessary, entitlements, permits, and all other expenditures relating to the transaction contemplated under this Agreement. In the event that the transfer of the Included Assets and the closing of the transactions described in this Agreement has not occurred within one year from the Effective Date, either Party hereto may rescind this Agreement and the Parties shall execute all documents and take all steps necessary or reasonable to return to their respective interests that existed immediately prior to the Effective Date.

3. Conveyancing Documents. Transfer of all right, title and interest in and to the Included Assets shall be documented by a bill of sale substantially conforming to Exhibit "C", attached hereto and incorporated herein by reference. Conveyance of title to the Easements shall be documented by an easement deed substantially conforming to Exhibit B. Title to the Included Assets and the Easements shall be conveyed free and clear of all encumbrances except as may be expressly accepted by District evidenced by District's instructions to the above-mentioned escrow. As condition precedent to the conveyances and recordations described in this Agreement, District shall have provided to Coach reasonable evidence that District has applied to the California Department of Public Health for an amendment to District's water system operating permit issued by said Department to include District's service to Pillar Ridge. If, after reasonable and diligent effort by District with reasonable assistance by Coach, which Coach hereby agrees to provide, any necessary approval or permit for the transaction contemplated

under this Agreement is denied, the effect of which is to prevent District from acquiring and operating the Included Assets in the manner contemplated by this Agreement, this Agreement shall be rescinded and the Parties shall execute all documents and take all steps necessary or reasonable to return to their respective interests that existed immediately prior to the Effective Date.

4. Condition of Included Assets. District acknowledges and agrees that the sale of the Included Assets by Coach to District shall be on a strictly "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" basis, without warranty regarding their condition or conformance with prevailing water system industry standards and shall be based solely upon District's independent investigations of the Included Assets, subject only to the following representations and warranties:

a. Coach has received no written notice of any violations of any local, state or federal laws affecting the Included Assets.

b. To Coach's actual knowledge there are no threatened, pending or existing legal actions affecting the Included Assets or Coach's interest therein.

Coach shall make available to District all pertinent information relating to the Included Assets for District's review subject only to the representations and warranties set forth herein. District shall have reasonable access to the Included Assets to conduct any and all inspections as it deems necessary. If, upon inspection of the Included Assets, District determines that any such asset or assets are inoperable or otherwise defective, District shall have the option to reject such asset from the Included Assets. District shall provide Coach with evidence of reasonably acceptable amounts of liability insurance with Coach as an additional insured and shall indemnify and hold harmless Coach from and against all liabilities, judgments, costs and damages arising from its inspections and shall repair any and all damage it causes to the Included Assets or to Pillar Ridge.

5. Escrow. District shall open an escrow with a commercial title insurance company selected by District within ten (10) days from the Effective Date and thereupon shall order a preliminary title report for the property encompassing Pillar Ridge. Within ten (10) days from District's inspection under paragraph 4, above, and upon determination by District regarding the rejection of any of the Included Assets, Coach shall execute and deliver to escrow the aforementioned bill of sale for the Included Assets (excluding any asset not accepted by District) and the deed conveying title to the Easements. Within thirty (30) days of receipt by District of the preliminary title report issued by the aforesaid title insurance company, District shall submit to the escrow officer District's instructions to escrow including, without limitation, a list of such encumbrances pertaining to the Easements, if any, acceptable to District. Said instructions shall request the escrow officer to obtain reconveyances or other documentation necessary to clear title to the Included Assets and Easements as required by District. Upon clearance of title and completion of all other conditions of escrow, the escrow officer shall be authorized to record the deed of Easements, deliver to District the executed bill of sale for the Included Assets and close escrow.

6. Hazardous Material. Coach warrants, covenants and agrees that, to Coach's actual knowledge, without any duty to inquire or investigate, the Included Assets and the Easements do not contain Hazardous Materials except such Materials that are used in the ordinary course of the operation of a domestic water system. District warrants covenants and agrees that it shall not bring any Hazardous Material onto or within the Included Assets or the Easements except for that which is commonly used in the treatment of a domestic water supply and in the operation, maintenance and repair of its community water system. District shall treat Hazardous Materials that it may bring, store or otherwise introduce onto or within the Included Assets and Easements in accordance with all applicable federal, state and local laws and regulations. The warranties, covenants and agreements that each of the Parties set forth in this paragraph 6 shall survive the expiration or termination of this Agreement.

7. Operational Responsibilities. Upon close of escrow District shall be responsible for and commence transporting and delivery of water from its community water system, including use of the Included Assets, to the Existing Master Meter and thereafter, at such time as District shall have installed the New Master Meter, to the latter at District's discretion. District shall submit its invoices on a monthly basis to Coach for water delivered to the Master Meter or the New Master meter, as applicable, which shall be payable within 30 days of the date thereof.

Upon close of escrow Coach shall accept water from the Master Meter or the New Master Meter and be responsible for and continue distributing water through the Excluded Assets to the residential units, laundry building and clubhouse within Pillar Ridge. Coach shall be responsible for billing the occupants or owners of the residential units for the water that Coach distributes to the units through the Excluded Assets or such other facilities that Coach may provide. Coach shall maintain, repair and replace the Excluded Assets in good, efficient and operable condition.

8. Improvements/Repairs. At all times after close of escrow: (a) District shall be solely responsible for all improvements, maintenance and repairs, if any, to the Included Assets and (b) Coach shall be solely responsible for all improvements, maintenance and repairs, if any, to the Excluded Assets.

9. Water Supply and Rates. From and after close of escrow District shall provide water service to Pillar Ridge substantially consistent with past usage by, and then current the needs of, Pillar Ridge, subject to and in accordance with District's Water Code, regulations and practices governing its community water system.

Absent a material change in the land use of Pillar Ridge or the number of residential spaces in Pillar Ridge or other residential equivalent units, the charge to Coach for water passing through the Master Meter or New Master Meter, as applicable, shall be determined as if Pillar Ridge were comprised of 229 individual residential units (i.e., by dividing the total Pillar Ridge consumption by 229 (consisting of 227 residential spaces plus the laundry building and clubhouse) in order to determine the water consumption rate tier(s) under which Pillar Ridge falls for purposes of determining Pillar Ridge's water quantity consumption charge. By way of example, based on District's

current Tier Schedule, if Coach used 5,000 units during a billing period, Coach would be billed at the Tier 1 rate for 1,374 units (229 x 6), 1,603 at the Tier 2 rate (229 x 7), with the remainder of 2,023 units at the Tier 3 rate. Unless due to a material change in the land use of Pillar Ridge or the number of residential or equivalent residential units in Pillar Ridge, if District fails to provide and bill for the supply of water as if the water is being used by a total of 229 residential units, then Coach may elect amongst its other remedies to terminate this Agreement, in which event all covenants and understandings relating to this Agreement shall be rescinded and the Parties shall execute all documents and take all steps necessary or reasonable to return to their respective interests that existed immediately prior to the Effective Date.

10. Force Majeure. The Parties shall be excused from their respective duties and obligations under this Agreement by reason of Force Majeure (defined hereinafter); provided, that the Party claiming such excuse of performance shall, with all reasonable diligence undertake efforts to remove the effects of the Force Majeure that prevent performance and upon cessation of the Force Majeure commence and diligently pursue to completion performance of the obligation(s) so prevented or suspended and recommence performance of its continuing duties and obligations. "Force Majeure" herein means (i) acts of God, earthquakes, hurricanes, floods, effects of other adverse and inclement weather, fire, explosions, acts of public enemy, war, blockades, insurrection, riots or civil disturbances; (ii) orders or judgments of any federal or State court or administrative agency or other governmental body having jurisdiction, except such judicial or administrative actions resulting from the willful or negligent action of the Party relying thereon; (iii) changes in statute, regulations, ordinances, governing judicial precedent, or permits; (iv) denial by regulatory agencies of permits, approvals or other entitlements necessary to the performance of the Party affected thereby or (v) any other similar cause or event that prevents a Party from performing its duties and obligations hereunder and that is beyond the reasonable control of the Party claiming excuse of performance by reason of such cause or event.

11. Insurance. From and after the Effective Date District shall carry reasonable amounts of liability insurance with Coach as an additional insured relating to District's use and operation of the Included Assets and Easements and Coach covenants and agrees that Coach carries and shall carry reasonable amounts of liability insurance relating to Coach's use and operation of Pillar Ridge including use and operation of the Excluded Assets.

12. Hold Harmless. Coach shall defend, hold harmless and indemnify District, its governing Board, officers, employees, consultants and agents, from any and all claims for injuries to persons or damage to property arising from the negligent or willful acts or omissions or malfeasance of Coach, its officers, employees or agents in the performance or failure to perform any of its obligations, express or implied, under this Agreement.

District shall defend, hold harmless and indemnify Coach, its Board of Directors, officers, employees, consultants, tenants, guests, agents and residents at Pillar Ridge from any and all claims for injuries to persons or damage to property arising from the

negligent or willful acts or omissions or malfeasance of District, its governing Board, officers, employees, consultants or agents in the performance or failure to perform any of its obligations, express or implied, under this Agreement.

13. Assignability. Coach shall not assign this Agreement or its rights, responsibilities, obligations, or any interest in this Agreement, or the Included Assets or Excluded Assets or any interest therein without the prior written consent of District evidenced by resolution of District's governing Board, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, upon written notice given to District, Coach may assign at any time this Agreement or a security interest in this Agreement to any lender and to any existing or newly established entity necessary or convenient for providing a loan to Coach or Pillar Ridge.

14. Authorizations. Coach and District represent, warrant and agree each to the other that they, respectively, have full power and authority to execute this Agreement and to perform their respective obligations hereunder.

15. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

16. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given three (3) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to District: Montara Water and Sanitary District
8888 Cabrillo Highway
Montara, CA 94037
Attention: General Manager

Copy to: David E Schricker, Attorney
563 S. Murphy Avenue
Sunnyvale, CA 94086

If to Coach: Coach of San Diego, Inc.
20 Pacifica, Suite 1470
Irvine, CA 92618
Attention: George R. Turk, President

Copy to: Charles, Kane and Dye, LLP
1920 Main Street, Suite 1070
Irvine, CA 92614
Attention: Stephen M. Kane

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

18. Headings. The Paragraph headings contained in this Agreement are included for convenience only and shall not affect the meaning or interpretation of the Paragraph headed thereby or this Agreement.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

20. Entire Agreement. This Agreement (including the Exhibits) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate to the subject matter hereof.

21. Severability. Any term or provision of this Agreement that may be determined invalid or unenforceable by a court of competent jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions.

22. Remedies. The Parties shall be entitled to enforce their respective rights under this Agreement to recover damages (including, without limitation, reasonable attorneys and expert witnesses fees and expenses) by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties further agree and acknowledge that money damages may not be an adequate remedy for any breach or threatened breach of the provisions of this Agreement and that either Party may apply to a court of law or equity of competent jurisdiction for specific performance or injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of July 1, 2014.

**MONTARA WATER AND SANITARY DISTRICT,
a public agency**

By: _____
Scott Boyd, President

Countersigned: _____
Dwight Wilson, District Secretary

**COACH OF SAN DIEGO, INC.,
a California nonprofit public benefit corporation**

By:  _____

George R. Turk, President

EXHIBIT A

Included Assets

Underground Assets*

Item	Unit	Quantity
Raw Water		
PVC pipeline 2"	ft	3,484
Valve 2"	u	3
Check Valve 2"	u	3

Aboveground Assets*

Item	Unit	Quantity
Wells		
Well including casing	u	4
Well screen	u	4
Manhole	u	4
Concrete pad	u	4
Miscellaneous (in-site access road, sidewalks, fence, gate, etc.)	u	4
Well pump	u	3
Electrical	u	3
RTU	u	3
2" steel pipe	ft	390
2" 90 Ell	u	24
Valves 2"	u	6
Check Valves 2"	u	3
Production Flowmeter	u	3
Water Treatment Plant		
Building (32ft x 24 ft)	ls	1
Utility Shed	ls	1
Miscellaneous (in-site access road, sidewalks, fence, gate, etc.)	ls	1
<i>Air Stripping System</i>		
Concrete pad	ls	1
T-200 DAT-60 Tank	u	1
7.5 HP Blower	u	1

Item	Unit	Quantity
T-300 skid-mounted settling tank	u	1
1.5 HP waste pump	u	1
3 HP transfer pump	u	1
Production flowmeter	u	1
<i>Packaged WTP</i>		
Concrete pad	ls	1
Chlorine reaction vessel	u	1
Sodium Hypochlorite storage tank	u	1
Sodium Hypochlorite metering pump	u	1
Chlorine analyzer	u	2
Sodium Bisulfite reaction vessel	u	1
Sodium Bisulfite storage tank	u	1
Filter (including material and accessories)	ls	1
Backwash Decant Tank	u	1
3 HP Reclaim pump	u	1
<i>Water storage</i>		
70,000 gallons bolted steel tank (including pad)	u	2
Production flowmeter	u	1
Float valve 2"	u	2
<i>Water booster</i>		
40 HP Booster	u	2
Valves 8"	u	2
Check Valves 8"	u	2
Valves 14"	u	2
<i>Hydropneumatic tank</i>		
5,000 gallons bolted steel tank (including pad)	ls	1
Air compressor	u	1
Pressure switch	u	1
Valves 8"	u	2
Check Valves 8"	u	1
<i>General</i>		
Piping	ls	1
Electrical	ls	1
Generator	ls	1

Item	Unit	Quantity
Scada base station	Is	1
Plc	Is	1

* Quantities are based on estimates.

EXHIBIT B

Easements Deed

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
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

GRANT OF EASEMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **COACH OF SAN DIEGO, INC.** a California nonprofit public benefit corporation ("Grantor"), hereby grants, conveys, assigns and transfers to the **MONTARA WATER AND SANITARY DISTRICT**, a public agency, its successors and assigns, the following described real property interests in and to all that certain real property located in the County of San Mateo, State of California depicted and referenced in the Overall Site Plan – Easement Key Map attached hereto as Exhibit "A", incorporated herein by reference and more particularly described the following Paragraphs 1-8, inclusive:

1. A nonexclusive easement for access, ingress and egress to and from the easements described in the following Paragraphs 2-8, inclusive, in and to that certain real property more particularly described in Exhibit "B" hereof, attached hereto and incorporated herein by reference;

2. An easement for the operation, maintenance, repair, replacement (in the original or any other size or configuration) of a water treatment facility including, without limitation, all equipment, machinery, supplies, materials and appurtenances therewith

and thereto, in and to that certain real property more particularly described in Exhibit "C" hereof and depicted in Exhibits "D" and "E" hereof, which Exhibits are attached hereto and incorporated herein by reference;

3. An easement for the operation, maintenance, repair, replacement (in the original or any other size or configuration) of a water well including, without limitation, all pumps, pipes, equipment, machinery, supplies, materials and appurtenances therewith and thereto in and to all that certain real property more particularly described in Exhibit "F" and depicted in Exhibit "G" hereof, which Exhibits are attached hereto and incorporated herein by reference;

4. An easement for the operation, maintenance, repair, replacement (in the original or any other size or configuration) of a water well including, without limitation, all pumps, pipes, equipment, machinery, supplies, materials and appurtenances therewith and thereto in and to all that certain real property more particularly described in Exhibit "H" and depicted in Exhibit "I" hereof, which Exhibits are attached hereto and incorporated herein by reference;

5. An easement for the operation, maintenance, repair, replacement (in the original or any other size or configuration) of a backflow prevention device including, without limitation, all equipment, machinery, supplies materials and appurtenances therewith and thereto, in and to all that certain real property more particularly described in Exhibit "J" and depicted in Exhibit "K" hereof, which Exhibits are attached hereto and incorporated herein by reference;

6. An easement for the operation, maintenance, repair, replacement (in the original or any other size or configuration) of a water well including, without limitation, all pumps, pipes, equipment, machinery, supplies, materials and appurtenances therewith and thereto in and to all that certain real property more particularly described in Exhibit "L" and depicted in Exhibit "M" hereof, which Exhibits are attached hereto and incorporated herein by reference;

7. An easement for the operation, maintenance, repair, replacement (in the original or any other size or configuration) of a water well including, without limitation, all pumps, pipes, equipment, machinery, supplies, materials and appurtenances therewith and thereto in and to all that certain real property more particularly described in Exhibit "N" and depicted in Exhibit "O" hereof, which Exhibits are attached hereto and incorporated herein by reference; and

8. An easement for the operation, maintenance, repair, replacement (in the original or any other size or configuration) of a water system pressure tank including, without limitation, all pipes, equipment, machinery, supplies, materials and appurtenances therewith and thereto in and to all that certain real property more particularly described in Exhibit "P" and depicted in Exhibit "Q" hereof, which Exhibits are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, GRANTOR has executed this document this _____ day of _____, 2014.

COACH OF SAN DIEGO, a California non-profit public benefit corporation

By _____

Its _____

(Exhibits to be inserted on preceding pages)

Certificate of Acknowledgment

State of California

County of _____

On _____ before me, _____

(here insert name and title of the officer),

personally appeared

_____, 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.

Signature _____ (Seal)

EXHIBIT C

Bill of Sale

COACH OF SAN DIEGO, INC., a California nonprofit public benefit corporation ("Coach"), hereby sells, transfers, conveys and delivers to the **MONTARA WATER AND SANITARY DISTRICT**, a public agency located in the County of San Mateo, California ("District"), all right, title and interest in and to the hereinafter described "Included Assets," including all appurtenances thereto, located at the Pillar Ridge Manufactured Home Community, 164 Culebra Road, Moss Beach, San Mateo County, California. This Bill of Sale is made and executed pursuant to, and subject to all terms and conditions of, that certain agreement entitled, "Acquisition of Water System Assets Agreement," dated as of April ____, 2014 by and between Coach and District.

Included Assets

Underground Assets*

Item	Unit	Quantity
Raw Water		
PVC pipeline 2"	ft	3,484
Valve 2"	u	3
Check Valve 2"	u	3

Aboveground Assets*

Item	Unit	Quantity
Wells		
Well including casing	u	4
Well screen	u	4
Manhole	u	4
Concrete pad	u	4
Miscellaneous (in-site access road, sidewalks, fence, gate, etc.)	u	4
Well pump	u	3
Electrical	u	3
RTU	u	3

Item	Unit	Quantity
2" steel pipe	ft	390
2" 90 Ell	u	24
Valves 2"	u	6
Check Valves 2"	u	3
Production Flowmeter	u	3
Water Treatment Plant		
Building (32ft x 24 ft)	ls	1
Utility Shed	ls	1
Miscellaneous (in-site access road, sidewalks, fence, gate, etc.)	ls	1
<i>Air Stripping System</i>		
Concrete pad	ls	1
T-200 DAT-60 Tank	u	1
7.5 HP Blower	u	1
T-300 skid-mounted settling tank	u	1
1.5 HP waste pump	u	1
3 HP transfer pump	u	1
Production flowmeter	u	1
<i>Packaged WTP</i>		
Concrete pad	ls	1
Chlorine reaction vessel	u	1
Sodium Hypochlorite storage tank	u	1
Sodium Hypochlorite metering pump	u	1
Chlorine analyzer	u	2
Sodium Bisulfite reaction vessel	u	1
Sodium Bisulfite storage tank	u	1
Filter (including material and accessories)	ls	1
Backwash Decant Tank	u	1
3 HP Reclaim pump	u	1
<i>Water storage</i>		
70,000 gallons bolted steel tank (including pad)	u	2
Production flowmeter	u	1
Float valve 2"	u	2
<i>Water booster</i>		
40 HP Booster	u	2

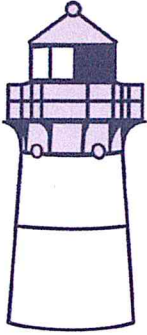
Item	Unit	Quantity
Valves 8"	u	2
Check Valves 8"	u	2
Valves 14"	u	2
<i>Hydropneumatic tank</i>		
5,000 gallons bolted steel tank (including pad)	ls	1
Air compressor	u	1
Pressure switch	u	1
Valves 8"	u	2
Check Valves 8"	u	1
<i>General</i>		
Piping	ls	1
Electrical	ls	1
Generator	ls	1
Scada base station	ls	1
Plc	ls	1

* Quantities are based on estimates.

**COACH OF SAN DIEGO, INC., a California,
nonprofit public benefit corporation**

Dated: _____

By: _____
George R. Turk, President



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

A handwritten signature in blue ink, appearing to be 'Clemens Heldmaier', written over the printed name.

SUBJECT: Review and Possible Action Concerning San Mateo County Grand Jury Report Investigating the Transparency of Independent Special District's Websites.

The San Mateo County Grand Jury filed a Report Investigating the Transparency of Independent Special District's Websites on May 19, 2014. The Grand Jury considered parameters set by the California Special District Associations (CSDA) District of Distinction Certification Program.

The District is required to comment by August 18, 2014 indicating if the agency agrees or disagrees with the findings and indicating if any action will be taken.

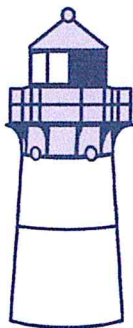
The District is currently in the process of redesigning the District Webpage. The transparency requirements are incorporated in the process and meeting the standards will not be difficult.

On June 5, 2014 the Board received the Grand Jury Report and agreed on a response in concept. Not discussed were the responses to individual recommendations of the report. Staff prepared a suggested response to the Grand Jury for Board review.

RECOMMENDATION:

Review and approve the suggested response to the Grand Jury Report.

Attachments.



Montara Water & Sanitary District

Serving the Communities of Montara and Moss Beach

P.O. Box 370131

Tel: (650) 728-3545

8888 Cabrillo Highway

Fax: (650) 728-8556

Montara, CA 94037-0131

E-mail: mwsd@coastside.net

Visit Our Web Site: <http://www.mwsd.montara.com>

7/8/14

Hon. Lisa A. Novak
Judge of the Superior Court
c/o Charlene Kresevich
Hall Of Justice
400 County Center; 2nd Floor
Redwood City, CA 94063-1655

RE: Grand Jury Report: "Partly Cloudy with a Chance of Information: Investigating the Transparency of Independent Special Districts Websites".

Dear Honorable Judge Novak,

The Montara Water & Sanitary District Board of Directors received the above mentioned report at the Board meeting of June 5, 2014, and approved this response at the July 19, 2014 meeting.

The Board of Directors generally agrees with the findings listed on page 4 of the report.

Recommendations 1 through 3: Independent of the Grand Jury Report, the District has engaged a consultant to redesign the District website under consideration of the SDLF transparency checklist. The new website is planned to be online very soon, or before May 15, 2015. The District also budgeted funds for outside help to maintain and update the District website.

Recommendation 5: The District is working closely with the California Special District Association. We are striving to receive the SDLF Transparency Certificate. In fact the District is meeting most of the criteria already today. The SDLF Transparency is a voluntary program that has received widespread recognition. No timeline has been approved for application submittal to CSDA.

Recommendation 4, 6 and 7: The voluntary programs require a significant amount of resources, staff and Directors time, and are costly. In fact only a very limited amount of Special Districts and General Managers completed the programs since they were established by CSDA. We are currently not planning to submit applications for those SDLF Programs.

Sincerely,

Clemens Heldmaier
General Manger
MWSD

Superior Court of California, County of San Mateo

Hall of Justice and Records
400 County Center
Redwood City, CA 94063-1655



JOHN C. FITTON
COURT EXECUTIVE OFFICER
CLERK & JURY COMMISSIONER

May 19, 2014

Governing Board
Montara Water & Sanitary District
P. O. Box 370131
Montara, CA 94037

Re: Grand Jury Report: "Partly Cloudy with a Chance of Information: Investigating the Transparency of Independent Special Districts' Websites"

Dear Governing Board:

The 2013-2014 Grand Jury filed a report on May 19, 2014 which contains findings and recommendations pertaining to your agency. Your agency must submit comments, within 90 days, to the Hon. Lisa A. Novak. Your agency's response is due no later than August 18, 2014. **Please note that the response should indicate that it was approved by your governing body at a public meeting.**

For all findings, your responding agency shall indicate one of the following:

1. The respondent agrees with the finding.
2. The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

Additionally, as to each Grand Jury recommendation, your responding agency shall report one of the following actions:

1. The recommendation has been implemented, with a summary regarding the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
4. The recommendation will not be implemented because it is not warranted or reasonable, with an explanation therefore.

Please submit your responses in all of the following ways:

1. Responses to be placed on file with the Clerk of the Court by the Court Executive Office.
 - Prepare original on your agency's letterhead, indicate the date of the public meeting that your governing body approved the response address and mail to Judge Novak.
- Hon. Lisa A. Novak
Judge of the Superior Court
c/o Charlene Kresevich
Hall of Justice
400 County Center; 2nd Floor
Redwood City, CA 94063-1655.**
2. Responses to be placed at the Grand Jury website.
 - Copy response and send by e-mail to: grandjury@sanmateocourt.org. (Insert agency name if it is not indicated at the top of your response.)
 3. Responses to be placed with the clerk of your agency.
 - File a copy of the response directly with the clerk of your agency. Do not send this copy to the Court.

For up to 45 days after the end of the term, the foreperson and the foreperson's designees are available to clarify the recommendations of the report. To reach the foreperson, please call the Grand Jury Clerk at (650) 261-5066.

If you have any questions regarding these procedures, please do not hesitate to contact Paul Okada, Chief Deputy County Counsel, at (650) 363-4761.

Very truly yours,



John C. Fitton
Court Executive Officer

JCF:ck
Enclosure

cc: Hon. Lisa A. Novak
Paul Okada



Partly Cloudy with a Chance of Information: Investigating the Transparency of Independent Special Districts' Websites

SUMMARY

The 23 independent special districts within the boundaries of San Mateo County (County) served approximately 739,000 residents and received nearly \$100,000,000¹ in property tax revenue last fiscal year. Each special district provides a specific set of services, such as police and fire protection, harbor management, mosquito abatement, sewer services and garbage collection, water services, recreation services, and open space preservation. A statewide poll² has shown that Californians value local control and local management of these services. That same poll, however, indicates that only a quarter of California's residents are familiar with the work of special districts. Do County residents know who manages these districts, how wisely their money is being spent, and with what efficiency the services are being provided? Each district operates a website, purportedly for the purpose of informing its constituents about the district's business. The 2013-2014 San Mateo County Civil Grand Jury (Grand Jury) investigated the utility and transparency of the County's 23 independent special districts' websites. The Grand Jury found that 15 districts had substantial inadequacies in revealing information regarding finances, staff and Board of Directors' or Commissioners' contacts, and Board or Commission minutes. All 23 districts omitted some transparency regarding financial data, meeting agendas and minutes, election procedures and terms of office, or lists of the compensation of Board or Commission members. For the benefit of their districts' constituents, the Grand Jury believes this information should be easily accessible on all special districts' websites.

BACKGROUND

Special districts are defined as "any agency of the state for the local performance of governmental or proprietary functions within limited boundaries."³ This means that a special district is a form of local government that provides a specific set of services to the public within a geographically limited area. California's first special district was formed in 1887. The Turlock Irrigation District was created to meet the water needs of San Joaquin Valley farmers. Since that time thousands of special districts have been formed and dissolved statewide.

Special districts are formed because counties and cities often cannot provide all of the services their constituents demand. They have most of the same basic powers as counties and cities. They

¹ Property tax information provided by the County of San Mateo Controller's Office, March 2014. See Appendix G.

² The Association of California Water Agencies and the California Special Districts Association Poll commissioned the poll in 2004.

³ California Government Code §16271(d)

can issue bonds, impose special taxes, levy benefit assessments and charge service fees.⁴

With over 2,000 special districts located in California, it is important to recognize the different types of special districts. Approximately two-thirds of the state's special districts are independent districts. They have their own separate governing boards elected by the districts' own voters. The San Mateo County Harbor District is an example of an independent special district. The County's voters elect the five Commissioners who oversee the District. Conversely, city councils or county boards of supervisors govern dependent districts. The Crystal Springs County Sanitation District is a dependent district, governed by the County Board of Supervisors. For the purposes of this report, the Grand Jury investigated only independent special districts.

METHODOLOGY

The Grand Jury adopted a website transparency checklist, created by the Special District Leadership Foundation (SDLF)⁵. The sister organization of the SDLF is the California Special Districts Association (CSDA). The CSDA has been in existence since 1969 to "promote good governance and improve core local services through professional development, advocacy, and other services for all types of independent special districts."⁶ The SDLF was created in 1999 and defines itself as "a 501(c)(3) organization formed to provide educational opportunities to special district officials and employees to enhance service to the public provided by special districts in California."⁷ The Grand Jury reviewed the website of each of the County's independent special districts and evaluated the information provided based on the criteria in the checklist. In addition to simply searching for the requested items in the list, the Grand Jury also evaluated the ease with which a user might find those items.

For true transparency all of the following items should be readily apparent:

- Names of Board or Commission members and their terms of office
- Names of general manager, fire or police chief, and key staff along with contact information for each
- Election procedure and deadlines
- Board meeting schedule (regular meeting agendas must be posted 72 hours in advance)
- District's mission statement
- Description of district's services/functions and service area
- Authorizing statute/enabling act
- Current district budget
- Most recent financial audit
- Archive of Board meeting minutes for at least the last 6 months

⁴ "What's So Special About Special Districts? A Citizen's Guide to Special Districts in California" is an informational paper prepared by the Senate Local Government Committee. It can be found at: www.clerk.calaverasgov.us

⁵ See appendix B for the checklist

⁶ The CSDA can be found at www.csda.net

⁷ The SDLF can be found at www.sdlf.org.

- List of compensation of Board or Commission members and staff and/or link to State Controller's webpage with the data

In addition, the website of each district should include at least 4 of the following:

- Post Board or Commission member ethics training certificates
- Picture, biography and email address of Board or Commission members
- Last 3 years of audits
- Reimbursement and compensation policy
- Financial reserves policy
- Downloadable Public Records Act request form
- Audio or video recordings of Board meetings
- Map of district boundaries/service area
- Most recent Local Agency Formation Commission (LAFCo) Municipal Service Review (MSR) and Sphere of Influence (SOI) studies or link to LAFCo's site⁸

Interviews

After the websites were surveyed, the Grand Jury interviewed board members and key employees from districts whose websites were found to be substandard against the transparency benchmark. The Grand Jury also interviewed professional website developers to gain an understanding of the cost, difficulties and labor intensity of creating and managing a useful and interactive website.

DISCUSSION

The Grand Jury is convinced that taxpayers are best served when they understand who administers their special districts, how each special district is spending their property tax monies and/or the fees for services received for its enterprise activities⁹, and how constituents can make their voices heard.

The Grand Jury's inquiry reveals that only minor impediments exist for a district to provide true transparency. Typical costs for professional website developers range from \$1000 to \$9000 to create a website that can be updated by district in-house staff.¹⁰ A developer can both create the site and provide the training and tools necessary for in-house district employees to manage and update as needed.

The Grand Jury found no attempt to intentionally obfuscate beneficial information. Based on our interviews we found the following to be the common reasons for substandard transparency:

⁸ San Mateo County's LAFCo MSRs and SOIs can be found at <http://www.co.sanmateo.ca.us/portal/site/lafco>

⁹ Enterprise activities are those services for which a fee is paid by the customer i.e. sewer service, water, garbage, etc.

¹⁰ Price ranges are based on input from professional website developers who work with non-profits and government agencies.

FINDINGS

- F1. Some districts are misinformed about the relative affordability of professionally created websites.
- F2. Special districts lack trained in-house staff to regularly update website information.
- F3. Privacy concerns of Boards of Directors or Commissioners result in a lack of readily accessible contact information.
- F4. Not all special districts recognize the benefits of transparency delivered through district websites.
- F5. No County independent special district has completed the District of Distinction¹¹ program offered by Special Districts Leadership Foundation (SDLF).
- F6. No independent special district in the County has yet earned the SDLF Transparency Certificate of Excellence.¹²
- F7. Only 2 of 23 independent special districts in the County have achieved SDLF Recognition in Special District Governance.¹³
- F8. No general manager or top management official of any County independent special district has received SDLF's Special District Administrator Certification.¹⁴

RECOMMENDATIONS

- R1. Each independent special district's website will conform to the accepted criteria listed in the SDLF's transparency checklist on or before May 15, 2015.
- R2. By December 31, 2014, independent special districts will consult with professional website developers if in-house staff is incapable of creating and/or managing their website as described above.
- R3. Each district will take the necessary steps to keep its website current.
- R4. Districts will complete the District of Distinction program offered by SDLF by June 30, 2015.
- R5. Districts will seek to attain the SDLF Transparency Certificate of Excellence by June 30, 2015.
- R6. Districts currently lacking staff or board members who have achieved the SDLF's Recognition in Special District Governance will seek the training available under this program by June 30, 2015.
- R7. District administrators will seek the SDLF Special District Administrator Certification.

¹¹ See Appendix C and <http://sdlf.org/DODprog.htm>

¹² See Appendix D and <http://sdlf.org/transparency.htm>

¹³ See Appendix E and <http://sdlf.org/SDGprog.htm>

¹⁴ See Appendix F and <http://sdlf.org/SDAprog.htm>

REQUEST FOR RESPONSES

Pursuant to Penal code section 933.05, the grand jury requests responses to the foregoing recommendations:

From the following governing bodies:

- Bayshore Sanitary District
- Broadmoor Police Protection District
- Coastside County Water District
- Coastside Fire District
- Colma Fire Protection District
- East Palo Alto Sanitary District
- Granada Sanitary District
- Highlands Recreation District
- Ladera Recreation District
- Los Trancos County Water District
- Menlo Park Fire Protection District
- Midpeninsula Regional Open Space District
- Mid-Peninsula Water District
- Montara Water and Sanitary District
- Mosquito and Vector Control District
- North Coast County Water District
- Peninsula Health Care District
- Resource Conservation District
- San Mateo County Harbor District
- Sequoia Health Care District
- West Bay Sanitary District
- Westborough Water District
- Woodside Fire Protection District

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted subject to the notice, agenda and open meeting requirements of the Brown Act.

BIBLIOGRAPHY

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

Senate Local Government Committee (2010, October), What's So Special About Special Districts?, *Inyo County*, http://www.inyocounty.us/Recorder/Documents/Whats_So_Special.pdf

Nelson, C. (2013, November 21), New transparency portal for special districts launches today, *California Forward*, <http://www.cafwd.org/reporting/entry/new-transparency-portal-for-special-districts-launches-today>

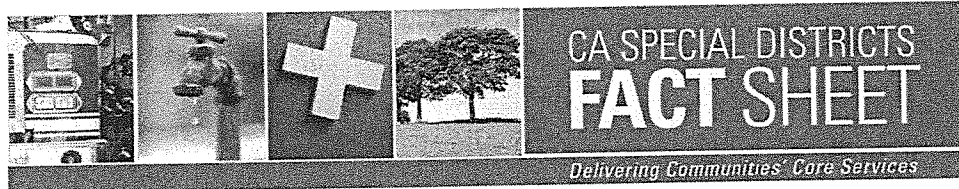
(2008), Special Districts: Compensation for Directors and Trustees, *California Special Districts Association*, <http://www.csda.net/wp-content/uploads/2013/05/Special-Districts-Compensation-for-Directors-and-Trusteesa.pdf>

Jones, J. (2012, September 26), In U.S. Trust in State, Local Governments Up, *Gallup.Com*, <http://www.gallup.com/poll/157700/trust-state-local-governments.aspx>

APPENDIX A



**California Special
Districts Association**
Districts Stronger Together



BY THE NUMBERS

Large or small, special districts are responsive to the neighborhoods and regions they serve. Policy addressing special districts should focus on the quality of service delivered to citizens rather than assumptions about quantity or size. The numbers speak volumes to the ability of special districts to meet evolving local needs.

Critical Role for Millions of Californians Daily

- Deliver water and treat wastewater for more than 30 million residents
- Protect 11 million residents from fire and other hazards
- Operate more than half of California's critical access hospitals
- Supply water to 90 percent of California's farmland
- Provide other core services throughout the state: flood defense, mosquito and vector control, trash collection, resource conservation, and airport, port and harbor, and cemetery management.

Created to Serve Local Communities through Voter Approval

- Voters have approved 2,162 independent special districts. It is important to note that while the State Controller's 2010-11 report lists 4,772 "special districts," over half are actually non-profit corporations or components of other governments, such as cities and counties.
- An emphasis on efficient service delivery is why special districts have taken the lead in self-initiating the majority of the more than 150 consolidations and mergers over the last two decades, when and where it was appropriate.
- According to a Senate Local Government Committee report (2010), special districts have consolidated by more than seven percent over the past 20 years.

A Thoughtful, Local Process

- District reorganizations are researched and approved by the Local Agency Formation Commission, whose state mandated goal is to assure that changes in governmental organization occur in a manner which encourages orderly growth, discourages sprawl, preserves agricultural and open space lands and safeguards the delivery of efficient and quality municipal services.
- A one-size-fits-all, top-down approach does not work with core local services. Deliberate study and planning at the local level is necessary to ensure viability and identify efficiencies. Ultimately, the power to reorganize local services should always rest with the local citizens who established and depend on them.

For more information please visit www.csda.net



District Transparency Certificate of Excellence *checklist*

Showcase your district's commitment to transparency

BASIC REQUIREMENTS

- Current Ethics Training for all Board Members**
(Government Code Section 53235)
 - Provide copies of training certificates along with date completed
- Compliance with the Ralph M. Brown Act**
(Government Code Section 54950 et. al)
 - Provide copy of current policy related to Brown Act compliance
 - Provide copy of a current meeting agenda (including opportunity for public comment)
- Adoption of policy related to handling Public Records Act requests**
 - Provide copy of current policy
- Adoption of Reimbursement Policy, if district provides any reimbursement of actual and necessary expenses**
(Government Code Section 53232.2 (b))
 - Provide copy of current policy
- Annual disclosure of board member or employee reimbursements for individual charges over \$100 for services or products. This information is to be made available for public inspection. "Individual charge" includes, but is not limited to: one meal, lodging for one day, or transportation.** (Government Code Section 53065.5)
 - Provide copy of the most recent document and how it is accessible
- Timely filing of State Controller's Special Districts Financial Transactions Report - includes compensation disclosure.** (Government Code Section 53891)
 - Provide copy of most recent filing
SDLF staff will verify that district is not listed on the State Controller's 'non-compliance list'
- Conduct Annual Audits**
(Government Code Section 26909 and 12410.6)
 - Provide copy of most recent audit and management letter and a description of how/where documents were made available to the public
- Other Policies – have current policies addressing the following areas** (provide copies of each):
 - Conflict of Interest
 - Code of Ethics/Values/Norms or Board Conduct
 - Financial Reserves Policy

WEBSITE REQUIREMENTS

- Maintain a district website with the following items**
(provide website link; all are required)
 - Names of Board Members and their terms of office
 - Name of general manager and key staff along with contact information
 - Election procedure and deadlines
 - Board meeting schedule (Regular meeting agendas must be posted 72 hours in advance pursuant to Government Code Section 54954.2 (a) (1) and Government Code Section 54950 (a))
 - District's mission statement
 - Description of district's services/functions and service area
 - Authorizing statute/enabling act (Principle Act or Special Act)
 - Current district budget
 - Most recent financial audit
 - Archive of Board meeting minutes for at least the last 6 months
 - List of compensation of Board Members and staff and/or link to State Controller's webpage with the data
- Website also must include at least 4 of the following items:**
 - Post Board Member ethics training certificates
 - Picture, biography and email address of board members
 - Last 3 years of audits
 - Reimbursement and Compensation Policy
 - Financial Reserves Policy
 - Online/downloadable Public Records Act request form
 - Audio or video recordings of board meetings
 - Map of district boundaries/service area
 - Link to California Special Districts Association mapping program
 - Most recent Municipal Service Review (MSR) and Sphere of Influence (SOI) studies (full document or link to document on another site)

Continued on reverse



Questions about SDLF or the transparency program? Call us for more information at 916.231.2939

APPENDIX C



SHOWCASE YOUR COMMITMENT TO EXCELLENCE

Districts Of Distinction Application

The Districts of Distinction program is an accreditation program that enables districts to demonstrate to their communities, the media and legislators their commitment to operate in a sound, responsible manner. Districts apply for designation as a District of Distinction by submitting financial audits, policies and procedures and proof of training received by directors and executive staff.

Requirements:

FINANCIAL AUDITS

Districts must demonstrate they undergo regular financial audits, have no major deficiencies and apply any recommendations to future years.

What to submit:

- Copies of the three most recent district audits, including financial statements and management letters. Each audit, including findings and recommendations, will be reviewed by a member of the Certification & Audit Review Advisory Committee. Committee members are volunteers from the special district community, including district controllers, directors of finance and SDA certified general managers.

POLICIES AND PROCEDURES

Districts must demonstrate that their operations conform to all statutes and regulations under state law as reflected in a policies and procedures manual. Policies and procedures should focus on governance, ethics, board conduct, district finances, reserves, reimbursement/compensation, etc.

What to submit:

- Copy of your district's current approved policies and procedures manual.
- Copy of your district's Board minute action adopting and/or having reviewed the policies and procedures manual within the past year.

Training

Districts must demonstrate that all directors/trustees, general manager and executive staff (as designated by the district) have received training in governance as well as compliance with AB 1234 Ethics Training and AB 1825 Harassment Prevention Training.

What to submit:

Documentation showing class attendance, such as certificate of completion for each board member, general manager and other executive staff members (as identified by the board) in the following areas:

- Governance Training:** Six hours of basic governance training within the past five years. Governance Foundations, offered by CSEA's Special District Leadership Academy, satisfies this requirement. Other courses may qualify as well, however will need to be submitted for review by SDLE.
- Ethics Training:** Documentation verifying completion of AB 1234 ethics compliance training within the last two years.
- Harassment Prevention Training:** Documentation verifying completion of AB 1825 harassment prevention training within the last two years.

Other

Districts must also include the following items with the accreditation/re-accreditation application:

What to submit:

- Board of Directors roster
- List of executive staff, including titles
- Proof of current compliance with CA State Controller reporting requirements including district financial and compensation data
- Completed application for accreditation/re-accreditation
- Accreditation/re-accreditation application fee
- Completed SDLE District Transparency Certificate of Excellence

Is your district a District of Distinction?



Frequently Asked Questions (FAQs)

Who should apply to be a District of Distinction?

Any California special district that wants to demonstrate publicly the effectiveness of its operations. Applying for this designation shows that your district understands and respects the responsibilities inherent to providing essential public services in a fiscally responsible manner.

What does a district receive for completing the program?

Districts of Distinction earn the right to use the program's seal on district materials and a plaque honoring their accomplishment. SDFL will also write and issue press releases and notify legislators on a district's behalf.

How does a district apply?

Districts interested in earning the Districts of Distinction designation must complete the application and submit it along with the required documentation. Applications must also be accompanied by an application fee.

If my district is a member of the Special District Risk Management Authority (SDRMA), will getting a District of Distinction accreditation save me money on my premiums?

Yes. SDRMA offers Credit Incentive Points (CIPs) if your district earns the District of Distinction accreditation which can provide significant premium discounts. For more information, contact SDRMA at 800.537.7790 or visit www.sdrma.org

RE-ACCREDITATION

For how long is the designation valid?

The Districts of Distinction designation is valid for two years and a district may be re-accredited by submitting the application and all current required documents for review along with the re-accreditation fee.

Fees

The fees are on a sliding scale, based on a district's ability to pay:



Is your district a District of Distinction?

INITIAL ACCREDITATION		RE-ACCREDITATION	
Annual operating budget	Fee	Annual operating budget	Fee
\$0-299,999	\$200	\$0-299,999	\$125
\$300,000-749,999	\$400	\$300,000-749,999	\$150
\$750,000-999,999	\$600	\$750,000-999,999	\$175
\$1,000,000--2,999,999	\$800	\$1,000,000--2,999,999	\$200
\$3,000,000 or more	\$1,000	\$3,000,000 or more	\$250

Submit Application

Submit this application along with all required documentation and payment to:

SPECIAL DISTRICT LEADERSHIP FOUNDATION

1112 I Street, Suite 200

Sacramento, CA 95814

Phone: 916-231-2939 • Fax: 916-442-7889 • www.sdlf.org

DISTRICT:	
MAILING ADDRESS:	
CITY:	STATE: ZIP:
CONTACT NAME:	
CONTACT TITLE:	
PHONE:	FAX:
EMAIL:	WEBSITE:
ASSEMBLY MEMBER(S)*:	
SENATOR*:	
LOCAL NEWSPAPER(S):	
I CERTIFY THAT THE INFORMATION SUBMITTED IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.	SIGNATURE:
PAYMENT	
TOTAL: \$	<input type="checkbox"/> CHECK <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMERICAN EXPRESS
ACCT. NAME:	ACCT. NUMBER:
EXPIRATION DATE:	AUTHORIZED SIGNATURE:

* Include all state legislators representing the district's area of operation.

Is your district a District of Distinction?

APPENDIX D



SHOWCASE YOUR DISTRICT'S COMMITMENT TO TRANSPARENCY District Transparency Certificate of Excellence

Purpose

To promote transparency in the operations and governance of special districts to the public/constituents and provide special districts with an opportunity to showcase their efforts in transparency.

Duration

2 Years

Application Cost

FREE

District Receives

- Certificate for display (covering 2 years)
- Press release template
- Recognition on the SDLF website
- Letter to legislators within the district's boundaries announcing the achievement
- Recognition in CA Special District magazine and the CSDA eNews

Basic Requirements

CURRENT ETHICS TRAINING FOR ALL BOARD MEMBERS (Government Code Section 53235)

- Provide copies of training certificates along with date completed

COMPLIANCE WITH THE RALPH M. BROWN ACT (Government Code Section 54950 et. al.)

- Provide copy of current policy related to Brown Act compliance
- Provide copy of a current meeting agenda (including opportunity for public comment)

ADOPTION OF POLICY RELATED TO HANDLING PUBLIC RECORDS ACT REQUESTS

- Provide copy of current policy

ADOPTION OF REIMBURSEMENT POLICY, IF DISTRICT PROVIDES ANY REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES (Government Code Section 53242.2 (b))

- Provide copy of current policy

ANNUAL DISCLOSURE OF BOARD MEMBER OR EMPLOYEE REIMBURSEMENTS FOR INDIVIDUAL CHARGES OVER \$100 FOR SERVICES OR PRODUCTS. THIS INFORMATION IS TO BE MADE AVAILABLE FOR PUBLIC INSPECTION. "INDIVIDUAL CHARGE" INCLUDES, BUT IS NOT LIMITED TO: ONE MEAL, LODGING FOR ONE DAY, OR TRANSPORTATION. (Government Code Section 53061.5)

- Provide copy of the most recent document and how it is accessible.

TIMELY FILING OF STATE CONTROLLER'S SPECIAL DISTRICTS FINANCIAL TRANSACTIONS REPORT - INCLUDES COMPENSATION DISCLOSURE. (Government Code Section 53891)

- Provide copy of most recent filing

SDLF staff will verify that district is not listed on the State Controller's 'non-compliance list'

CONDUCT ANNUAL AUDITS (Government Code Section 26909 and 12410.6)

- Provide copy of most recent audit and management letter and a description of how/where documents were made available to the public

OTHER POLICIES -- HAVE CURRENT POLICIES ADDRESSING THE FOLLOWING AREAS

Provide copies of each:

- Conflict of Interest
- Code of Ethics/Values/Norms or Board Conduct
- Financial Reserves Policy

Showcase your District's Commitment to Transparency



Website Requirements

MAINTAIN A DISTRICT WEBSITE WITH THE FOLLOWING ITEMS REQUIRED. (provide website link)

Required items available to the public:

- Names of Board Members and their terms of office
- Name of general manager and key staff along with contact information
- Election procedure and deadlines
- Board meeting schedule (Regular meeting agendas must be posted 72 hours in advance pursuant to Government Code Section 54954.2 (a)(1) and Government Code Section 54956 (a))
- District's mission statement
- Description of district's services/functions and service area
- Authorizing statute/Enabling Act (Principle Act or Special Act)
- Current District budget
- Most recent financial audit
- Archive of Board meeting minutes for at least the last 6 months
- List of compensation of Board Members and Staff and/or link to State Controller's webpage with the data

ADDITIONAL ITEMS -- website also must include at least 4 of the following items:

- Post Board Member ethics training certificates
- Picture, biography and e-mail address of board members
- Last (3) years of audits
- Reimbursement and Compensation Policy
- Financial Reserves Policy
- Online/downloadable public records act request form
- Audio or video recordings of board meetings
- Map of district boundaries/service area
- Link to California Special Districts Association mapping program
- Most recent Municipal Service Review (MSR) and Sphere of Influence (SOI) studies (full document or link to document on another site)

Outreach/Best Practices Requirements

(Must complete at least 2 of the following items)

REGULAR DISTRICT NEWSLETTER OR COMMUNICATION (PRINTED AND/OR ELECTRONIC) THAT KEEPS THE PUBLIC, CONSTITUENTS AND ELECTED OFFICIALS UP-TO-DATE ON DISTRICT ACTIVITIES (at least twice annually)

- Provide copy of most recent communication and short description on the frequency of the communication, how it's distributed and to whom.

COMMUNITY NOTIFICATION THROUGH PRESS RELEASE TO LOCAL MEDIA OUTLET ANNOUNCING UPCOMING FILING DEADLINE FOR ELECTION AND PROCESS FOR SEEKING A POSITION ON THE DISTRICT BOARD, PRIOR TO THAT ELECTION (OR PRIOR TO THE MOST RECENT DEADLINE FOR CONSIDERATION OF NEW APPOINTMENTS FOR THOSE DISTRICTS WITH BOARD MEMBERS APPOINTED TO FIXED TERMS).

- Provide copy of the press release (and the printed article if available)

COMPLETE SALARY COMPARISON/BENCHMARKING FOR DISTRICT STAFF POSITIONS USING A REPUTABLE SALARY SURVEY (AT LEAST EVERY 5 YEARS)

- Provide brief description of the survey and process used as well as the general results

SPECIAL COMMUNITY ENGAGEMENT PROJECT

Designed and completed a special project promoting community engagement with the district (potential projects may be broad in nature or focus on specific issues such as rate setting, recycled water, identifying community needs, etc.)

- Submit an overview of the community engagement project revisiting the process undertaken and results achieved

HOLD ANNUAL INFORMATIONAL PUBLIC BUDGET HEARINGS THAT ENGAGE THE PUBLIC (OUTREACH, WORKSHOPS, ETC.) PRIOR TO ADOPTING THE BUDGET

- Provide copy of most recent public budget hearing notice and agenda.

Answer your District's Commitment to Transparency



COMMUNITY TRANSPARENCY REVIEW

The district would be required to obtain a completed overview checklist from at least 2 of the following individuals (the district may choose to conduct the overview with these individuals simultaneously or separately):

- Chair of the County Civil Grand Jury
- Editor of a reputable local print newspaper (only one may count toward requirement)
- LAFCO Executive Officer
- County Auditor-Controller
- Local Legislator (only one may count toward requirement)
- Executive Director or President of local Chamber of Commerce
- General Manager of a peer agency (special district, city or county)
- Provide proof of completion signed by individual completing Community Transparency Review

3< -----



SHOWCASE YOUR DISTRICT'S COMMITMENT TO TRANSPARENCY

District Transparency Certificate of Excellence

Submit Application

Submit this application along with all required documentation to:

SPECIAL DISTRICT LEADERSHIP FOUNDATION
 1112 I Street, Suite 200
 Sacramento, CA 95814
 Phone: 916-231-2939 • Fax: 916-442-7889

DISTRICT:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
CONTACT NAME:		
CONTACT TITLE:		
PHONE:	FAX:	
EMAIL:	WEBSITE:	
ASSEMBLY MEMBER(S)*:		
SENATOR*:		
LOCAL NEWSPAPER(S):		
I CERTIFY THAT THE INFORMATION SUBMITTED IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.		SIGNATURE:

Showcase your District's Commitment to Transparency

APPENDIX E



FOR DIRECTORS AND TRUSTEES

Recognition in Special District Governance

This recognition is an opportunity for staff, board members and trustees to demonstrate to their constituents and colleagues the extent of their commitment and dedication to providing the best possible service to the communities they serve.

Requirements

- CSDA SPECIAL DISTRICT LEADERSHIP ACADEMY**
Requires completion of all four modules of the California Special Districts Association (CSDA) Special District Leadership Academy within the last two years:
Module 1: Governance Foundations
Module 2: Setting Direction & Community Leadership
Module 3: Board's Role in Finance & Fiscal Accountability
Module 4: Board's Role in Human Resources

- ELECTIVE COURSES**
Requires at least 10 hours of continuing education from the California Special Districts Association (CSDA) or another statewide association specializing in local government.

Frequently Asked Questions (FAQs)

What is the Recognition program?

Recognition in Special District Governance was designed to acknowledge special district board members/trustees that have taken the time and made the effort to get core governance training and continuing education. The program is comprised of two distinct parts, the CSDA Special District Leadership Academy, and at least 10 hours of continuing education from the California Special Districts Association (CSDA) or another statewide association specializing in local government.

Who should apply?

This is an individual recognition. Special district board members, trustees and staff are encouraged to apply.

What do you receive?

Upon completion and verification of the application and submission of the one-time fee, you will be recognized by receiving a custom certificate in a beautiful padded folder, along with the recognition at an upcoming event should you be able to attend.

Is there a way for my district to be recognized also?

In addition to recognitions given to individual directors/trustees and staff, there is also a District Recognition. Districts that have a majority of their governing board holding recognitions will receive a Silver Recognition, and districts with their entire board holding recognitions will receive a Gold Recognition. District Recognitions will be presented at an upcoming event should representatives be able to attend.

How long is the recognition good for?

This is recognition for a lifetime. All you need to do is keep SDLF current anytime you change address, job, etc.

Fees

Individual Recognition: \$65

District Recognition: free of charge

From Your Commitment to Good Governance



Submit Application

Submit this application along with all required documentation and payment of \$65 for individual recognition

(additional District Recognition is free of charge) to:

SPECIAL DISTRICT LEADERSHIP FOUNDATION

1112 J Street, Suite 200

Sacramento, CA 95814

Phone: 916-231-2939 • Fax: 916-442-7889 • www.sdlf.org

NAME:		
DISTRICT:		
CONTACT NAME:		
CONTACT TITLE:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	
EMAIL:	WEBSITE:	

CSDA SPECIAL DISTRICT LEADERSHIP ACADEMY	
MODULE	DATE TAKEN
MODULE 1: GOVERNANCE FOUNDATIONS	
MODULE 2: SETTING DIRECTION/COMMUNITY LEADERSHIP	
MODULE 3: BOARD'S ROLE IN FINANCE & FISCAL ACCOUNTABILITY	
MODULE 4: BOARD'S ROLE IN HUMAN RESOURCES	

ELECTIVES* (AT LEAST 10 HOURS REQUIRED WITHIN THE LAST TWO YEARS)		
COURSE TITLE & SPONSORING ORGANIZATION	DATE TAKEN	HOURS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

*Please attach any verifying documentation. Use additional pages if necessary.

PAYMENT	
TOTAL \$	<input type="checkbox"/> CHECK <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMERICAN EXPRESS
ACCT. NAME:	ACCT. NUMBER:
EXPIRATION DATE:	AUTHORIZED SIGNATURE:

Prove Your Commitment to Good Governance



FOR GENERAL MANAGERS AND TOP MANAGEMENT

Special District Administrator Certification

The SDA Certification is a voluntary designation sought by individuals who strive to be the best in their field. Administrators with various academic and professional backgrounds can be candidates for the program.

Qualifying For The Exam

The certification application in special district administration is built around specific categories. These factors include professional special district and related experience; related continuing education; community service and higher education background.

CURRENT EXPERIENCE

In order to earn the SDA Certification, an individual must have:

- Worked three out of the last five years in a position of management in a California special district. Related work experience with other public agencies or private firms may be considered by application to the Certification and Audit Review Advisory Committee. A current resume is required with your application.

ACCEPTED COURSES

All courses offered by the California Special Districts Association (CSDA) or any statewide association specializing in local government are valid for the certification program and can count as continuing education. Applicants submitting course credits from other organizations, academic institutions or private firms, must include:

- General course descriptions for consideration by the Certification and Audit Review Advisory Committee. A written notification will be provided if course work is not accepted. The applicant then has an opportunity to appeal.
- All continuing education submitted for review must be from within the last five years.

Examination

A total of 400 points is required to qualify for the opportunity to take the examination based on the identified categories. The points listed to the right of each section in the application indicate the minimums/maximum points a candidate must have in each area. You can submit excess points for review, however must have at least 400 qualified points to move forward.

Upon determination of eligibility and qualification, an individual will be scheduled for the examination. Qualified applicants will be notified regarding the annual examination schedule. Applicants will also be notified of examination results within 30 days of taking the exam.

The exam consists of 100 total questions across many areas related to special district management, operations and governance and must be completed within two hours. A score of 70 or more is required to pass the exam. If unsuccessful on the first attempt, the exam may be re-taken once at a different time with no additional charge or application.

Fees

All fees are non-refundable.

ONE-TIME APPLICATION FEE

There is a \$300 application fee for the Certification in Special District Administration Program. This fee includes the SDA study guide and review and evaluation of points earned prior to taking the examination. In the event that an applicant does not initially meet the minimum point requirement for taking the examination, the fee submitted remains valid for three years to allow ample time for accumulation of points.

EXAM FEE

The fee for the certification examination is \$150. The exam may be re-taken once at a different time with no additional charge or application.

RECERTIFICATION FEE

The fee for recertification is \$50 and must be submitted in accordance with the requirements for maintaining SDA certification as listed below.

Maintaining SDA Certification

The SDA Certification is valid for four years from the date of successfully passing the exam. It can be kept current by completion of 75 continuing education points and a nominal recertification fee submitted to SDLF within each additional four-year period.

Become a Certified Leader in Special Districts

Special District Administrator (SDA) Certification Application

Please provide details, dates and appropriate documentation. Use additional pages if necessary.

PROFESSIONAL SPECIAL DISTRICT & RELATED EXPERIENCE				(120 - 200 POINTS)
1. DISTRICT/GENERAL MANAGER EXPERIENCE				
FROM:	TO:	YEARS IN POSITION:	(X) 35 =	
2. ASSISTANT GENERAL MANAGER/SR. MANAGEMENT EXPERIENCE				
FROM:	TO:	YEARS IN POSITION:	(X) 25 =	
3. OTHER RELATED MANAGEMENT EXPERIENCE				
FROM:	TO:	YEARS IN POSITION:	(X) 15 =	
HIGHER EDUCATION BACKGROUND (ONLY HIGHEST DEGREE EARNED MAY BE USED TOWARD YOUR TOTAL SCORE)				(0 - 125 POINTS)
DEGREE	INSTITUTION	LOCATION	DATE	
ASSOCIATE (50 POINTS)				
BACHELOR (75 POINTS)				
MASTER (100 POINTS)				
DOCTORATE (125 POINTS)				
COMMUNITY SERVICE (6 POINTS PER ACTIVITY PER YEAR)				(10 - 25 POINTS)
Service to the community in the spirit of maintaining a connection to special districts and local government. This section was designed to account for volunteer activities outside the scope of your everyday job responsibilities, while still relating specifically to your local community. Please describe your contribution, level of involvement from the experience and the relevancy to special districts, local government and/or the community.				
ACTIVITY	DATE	Briefly describe your contribution and the relevancy to districts, local government and/or community.		
1.				
2.				
3.				
4.				
5.				

*attach additional pages as necessary

Become a Certified Leader in Special Districts



RELATED CONTINUING EDUCATION: (8 POINTS - FULL DAY, 4 POINTS - HALF DAY, 1 POINT - PER HOUR)			(160 - 240 POINTS)
<p>All courses offered by the California Special Districts Association, any statewide association specializing in local government and/or an organization with a focus in the areas outlined in the SDA Study Guide (public policy, management, administration, governance, etc.) are valid for the certificate program. Example: Attendance at CSDA's Annual Conference would be worth 20 hours. If you are submitting points outside of these guidelines, please provide an extensive overview of the program with the application. Each program will be evaluated by the Certification and Audit Review Advisory Committee.</p> <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> At least half (50 percent) of continuing education points submitted are in trainings specifically focused on performance in special district operations and governance. All continuing education needs to have been completed within five years of application submission. Continuing education must include current AB 1234 Ethics Training (2 hours) and AB 1825 Harassment Prevention Training (2 hours). <p>This applies to recertification also.</p>			
SPONSOR & TITLE OF PROGRAM	DATE(S)	NUMBER OF HOURS	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
TOTAL			

Submit Application

Submit this application along with all required documentation and payment to:
 SPECIAL DISTRICT LEADERSHIP FOUNDATION
 1112 I Street, Suite 200
 Sacramento, CA 95814
 Phone: 916-231-2939 • Fax: 916-442-7889 • www.sdlf.org

NAME:		
DISTRICT:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	
EMAIL:	WEBSITE:	
<p>In making this application, I fully understand that it is an application for enrollment purposes only. In order to complete registration I will submit to an examination and supply further information as required by the Certification and Audit Review Advisory Committee. I further understand and, by my signature, acknowledge that any false statement or misrepresentation I may make in the course of these proceedings and application may result in the revocation of this application.</p>		
APPLICANT'S SIGNATURE:		DATE:
PAYMENT		
TOTAL: \$	<input type="checkbox"/> CHECK <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMERICAN EXPRESS	
ACCT. NAME:	ACCT. NUMBER:	
EXPIRATION DATE:	AUTHORIZED SIGNATURE:	

The Special District Administrator Certification does not discriminate on any basis, including race, sex, age, religion, national origin, sexual orientation or disability.

Become a Certified Leader in Special Districts

APPENDIX G

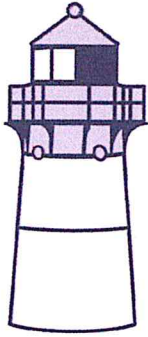
San Mateo County
Independent Special Districts
Property Tax Revenue
FY 2012-13

Special Districts	Secured (b)	Unsecured	Supplemental (c)	Homeowner's		RDA -	RDA - Pass Through	Income Housing	RDA - Other	Total
				Exemption	Excess ERAF	Residuals (d)	Payments (d)	Funds (e)	Funds (e)	
Bayshore Sanitary District	\$ 60,908.08	\$ 8,574.22	\$ 4,355.64	\$ 1,543.11	\$ 31,331.00	\$ 130,252.48	\$ 29,627.82	\$ 37,935.65		\$ 304,559.00
Broadmoor Police Protection District	1,004,068.95	53,742.16	17,307.60	6,124.98	230,438.00					1,331,941.69
Coastside County Water District	623,081.51	36,533.21	11,889.55	4,170.28	311,572.00					987,306.55
Coastside Fire District	6,933,596.15	407,506.41	132,336.26	46,440.00	783,044.00					8,282,922.82
Colma Fire Protection District	645,955.81	34,655.14	11,214.34	3,948.97						695,774.26
East Palo Alto Sanitary District	298,542.36	13,753.27	10,578.91	3,663.24	143,767.00	58,103.35	143,682.90	119,801.56	95,933.62	887,826.41
Granada Sanitary District	465,790.95	27,406.32	8,891.21	3,113.72	232,701.00					737,914.70
Highlands Recreation District	298,297.42	17,567.97	5,652.20	2,001.66	71,849.00					395,378.25
Ladera Recreation District	118,077.72	6,915.13	2,231.24	787.92	35,867.00					173,879.01
Los Trancos County Water District	213,622.04	12,147.15	3,931.79	1,384.20	56,481.00					297,566.18
Menlo Park Fire Protection District	26,503,330.83	1,258,777.81	392,425.55	186,498.13	2,577,891.00	128,473.08	1,045,968.64	913,101.39	1,500,479.88	34,506,948.31
Midpeninsula Regional Open Space District	8,949,217.77	480,470.91	180,417.85	63,652.99		172,210.73	78,153.17	158,438.39	220,263.82	10,303,825.63
Mt. Peninsula Water District	138,786.53	8,961.68	3,100.71	1,089.91	64,526.00	13,493.52	2,869.51	393.61	519.95	233,741.47
Montara Water and Sanitary District	391,472.96	21,533.65	7,017.70	2,456.46	184,037.00					606,537.77
Mosquito and Vector Control District	1,541,638.35	86,331.79	31,279.12	11,040.55	236,011.00	29,459.33	35,468.49	42,702.15	19,678.79	2,043,689.67
North Coast County Water District	476,800.58	24,851.89	4,679.23	2,915.77	217,152.00		887.40	7,443.66	1,031.34	735,562.87
Peninsula Health Care District	4,097,437.78	242,245.68	82,119.20	28,998.94		136,546.77	30,810.10	138,724.53	42,513.44	4,799,396.44
Resource Conservation District	47,798.39	2,512.91	823.75	288.46	3,936.00	893.04		1,146.25	6.52	57,406.32
San Mateo County Harbor District	3,429,139.22	179,173.32	72,462.42	25,520.99	832,021.00	203,987.44	32,931.38	206,807.60	59,465.06	5,041,508.42
Sequoia Health Care District	8,424,488.15	441,794.61	155,232.02	54,770.66		197,212.44	18,916.62	47,249.02	16,777.63	9,326,441.15
West Bay Sanitary District (a)	-	-	-	-	110,402.00					367,684.26
Westborough Water District	238,873.34	12,776.40	4,176.26	1,456.25	1,262,139.00					15,000,923.09
Woodside Fire Protection District	12,742,773.36	693,314.30	213,698.47	79,997.56						
Totals	\$ 77,663,699.25	\$ 4,071,725.93	\$ 1,366,063.02	\$ 530,876.76	\$ 7,385,225.00	\$ 1,040,632.18	\$ 1,419,816.63	\$ 1,674,824.81	\$ 1,966,670.24	\$ 97,118,733.22

NOTES:

- (a) West Bay Sanitary District does not receive property tax revenues. They have special charges which generated \$17,735,961 in revenues for the taxing entity in FY 2012-2013.
- (b) Secured revenues include unitary property tax. All property tax revenues are net of refunds.
- (c) Supplemental revenues represent current secured supplemental revenues only. This does not include unsecured supplemental and redemption supplemental.
- (d) RDA Residual and Pass Through Payments are ongoing until completion of RDA wind down. Amounts may vary from year due to various factors (refunds, revenue amounts, retirement of obligations).
- (e) These are one-time monies taxing entities received as a result of the RDA dissolution.

Issued: May 19, 2014



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

**SUBJECT: Review and Possible Action Concerning Public
Planning Workshop on July 24, 2014.**

The District is inviting members of the Montara and Moss Beach communities to a public planning workshop. The Board is seeking input on Montara Water and Sanitary District's strategic plan. The Public workshop will be held on July 24 from 6:00 PM to 8:00 PM, at Cypress Meadows in Moss Beach (343 Cypress Ave Moss Beach, CA 94038)

The long-term strategic plan that will guide the District's actions for many years. The Public Workshop gives the Board an opportunity to hear from the public to help set long-term direction that best serves our community.

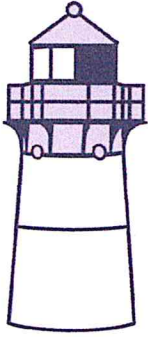
District representatives will provide needed information, be available to answer questions, and solicit input and discussion on a wide variety of important community issues, such as: how the District should prioritize investments, what improvements would customers like to see in our services, what is the long-range vision for the District and community, and more.

Input from the workshop will be brought back to the Board of Directors as they work to complete the strategic plan.

The Public Workshop will also be noticed as a special meeting to allow the presence of the full Board. Board Member presence is voluntary.

RECOMMENDATION:

This item has been placed on the agenda for Board and Public information.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS
FROM: Clemens Heldmaier, General Manager

SUBJECT: Review and Possible Action Concerning a Main Extension Agreement for Installation of a New Domestic and Private Fire Protection Service at 885 San Ramon Avenue, Moss Beach.

In 2012, Elizabeth Hawkins (Applicant), a resident and owner of 885 San Ramon Avenue, has applied for a new domestic and private fire protection (PFP) water connection from the District. The property has no existing water main and requires a main extension. At that time, staff reviewed the distribution system in the area and determined that the District would derive benefit with higher fire flows once the main extension is installed. Based on the benefit to the District, staff recommended that the costs of the main extension installation be shared with the Applicant on the prorated basis, according to the following formula:

- Applicant's Share: 34 percent
- District's Share: 66 percent

As the District was prevented to issue new water connections until the Public Works Plan (PWP) Amendment was approved, Mrs. Hawkins has withdrawn her application in 2012 and re-applied again in 2014. Attached is a copy of the letter provided to the Applicant by the District on April 21, 2014, regarding the new service application process and cost sharing.

The Applicant has met all conditions required by the District and has paid all required fees to date. In accordance with the District's established procedure, staff has requested bids for the main extension installation from three District-approved contractors. Three bids were received, as follows:

- Andreini Bros. Inc. \$41,250
- Stoloski&Gonzales \$43,700
- Mossa Excavation \$54,500

The Engineer's opinion of probable construction cost was \$41,700. Andreini Bros. is the lowest responsive and responsible bidder on this project. The next steps in the application process include the following:

1. Board Approval of Cost-Sharing with the Applicant
2. Applicant deposits funds with the District

3. District issues a Notice to Proceed to Andrieni Bros.
4. Installation Complete

A copy of the Draft Main Extension Agreement is attached for the Board's review.

RECOMMENDATION:

Authorize the General Manager to Execute a 34% - Applicant/66 % - District Cost-Sharing Main Extension Agreement for 885 San Ramon Avenue, in a Form Approved by Legal Counsel.

Attachments



MONTARA WATER & SANITARY DISTRICT

Serving the Communities of Montara and Moss Beach

P.O. Box 370131

Tel: (650) 728-3545

8888 Cabrillo Highway

Fax: (650) 728-8556

Montara, CA 94037-0131

E-mail: msd@coastside.net

Visit Our Web Site: <http://www.msd.montara.com>

April 21, 2014

MRS. Elizabeth Hawkins
885 San Ramon Avenue
Moss Beach, CA 94038

RE: Application for connection to the MWSD water system at 885 San Ramon Avenue, Moss Beach, APN 037-259-290

Dear Ms. Hawkins,

Welcome to Montara Water and Sanitary District (MWSD or District). The District has received your application to connect your home at 885 San Ramon Avenue, Moss Beach to the MWSD system for domestic water service. The District has also received your payment for the initial application fees of \$3,314. As a new customer, you are buying into an existing, reliable public water system and supporting the necessary public water system improvements.

As discussed with you in 2011/2012 and over the telephone on several occasions recently, in order to connect your home to the MWSD water system, a mainline extension must be installed along San Ramon Avenue. Since the impetus for constructing this mainline is the connection of your home to the water system, it is your responsibility to obtain a permit from San Mateo County (County) for this extension as part of your project, as well as take on a portion of the financial responsibility. Please refer to Appendix A - Mainline Extension for complete details on the mainline extension process and costs.

Summary

The District understands that the application process may seem complex. This letter has been drafted to help you, the Applicant, and to provide more detail of the next steps to complete the process of connecting your home to the MWSD water system. This letter is a supplement to the Application Package that you have already received from the District. The following list provides a summary of the next steps to facilitate your domestic connection.

- STEP 1.** Complete and submit to the County an application for a Coastal Development Exemption (CDX) or Coastal Development Permit (CDP) for the service and mainline extension installation.
- STEP 2.** Provide payment to MWSD for the Water Capacity Charge (WCC) based on domestic connection size (1”).
- STEP 3.** Complete and submit to MWSD:
- Site Plan prepared by a California Registered Professional Engineer; and
 - Checklist for Water System Installation Form.
- STEP 4.** MWSD completes application review process.
- STEP 5.** Provide payment to MWSD for the remaining fees, including:
- Installation of domestic service; and
 - The Applicant's portion of the Mainline Extension costs.
- STEP 6.** Project construction.

NOTE: The Applicant is responsible for payment to MWSD of the costs listed in Step 1 and Step 5. The costs listed do not include the cost of the Applicant's Engineer or the installation costs for the water service lateral from the domestic meter to the Applicant's home within the Applicant's property line.

DETAILED APPLICATION PROCESS

The following pages detail the remaining steps for completing the domestic water connection application process and the mainline extension design and construction.

STEP 1. Submit Permit Application with San Mateo County

The Applicant is required, as part of this process, to obtain a coastal development permit from the County for the work to be conducted. The Applicant must comply with all requirements set forth by the County for this domestic water service and mainline extension project, including the submission of a CDX or CDP application, and proper abandonment of a private well.

STEP 2. Payment to MWSD

Before plans can be reviewed, or any letters issued by MWSD to the County, the Applicant is responsible for full payment to MWSD for the domestic service water capacity charge (WCC). The WCC is based on the domestic connection size. A WCC is assessed to recover costs associated with the additional demand to the MWSD water system incurred by providing service to your property. The District has determined that your residence will be connected to the District's water system with a one-inch domestic meter, based on the Meter Size Worksheet you completed with your application. Therefore, the Water Capacity Charge will be \$20,389.

STEP 3. Submit Site Plan to MWSD

The Applicant shall hire a Professional Engineer registered in the State of California. The Engineer will be responsible for developing a Site Plan for the domestic water service including the new one-inch water lateral, existing sewer lateral, and other existing utilities on one comprehensive sheet. The Applicant shall submit the complete Site Plan, stamped by the Professional Engineer, to MWSD for approval.

The Applicant's Engineer may refer to Appendix B - Site Plan Requirements for the specifications and components required in the Site Plan. The Engineer may also reference Appendix C, which includes a sample Site Plan and the District's detail sheets.

In conjunction with the Site Plan, the Applicant shall fill out and submit the Water System Installation Form Checklist to MWSD.

STEP 4. MWSD Review Process

MWSD will review the Applicant's Site Plan and other required materials for completeness. This is an iterative process. If the initial Site Plan does not meet the MWSD requirements, MWSD may request revision of the Site Plan.

STEP 5. Final Payment to MWSD

Upon MWSD approval of the Site Plan, the Applicant shall provide the approved Site Plan electronically to MWSD for the Contractor bidding process. MWSD will send the Site Plan to bid by District-certified Contractors. This is a competitive process in which the District-certified Contractor with the lowest bid is selected.

The Applicant is then responsible for final payment of the following:

- Domestic water service installation fees (from the main to the meter), and
- The Applicant's portion of the Mainline Extension costs.

Applicant is responsible for paying all costs incurred during installation. Any costs incurred during installation by inaccurate depiction of utilities on the site plan shall be the Applicant's responsibility.

Mainline Extension Costs

The Mainline extension costs will be assessed following the design by MWSD of the new San Ramon mainline. The estimated cost to design and install a 280-foot mainline extension is approximately \$48,000. As stated previously, the impetus for constructing this mainline is the connection of 885 San Ramon to the water system; therefore, a portion of this mainline is the Applicant's financial responsibility. The Applicant will be responsible for the design and installation costs of 95-foot portion of the mainline extension at a total cost of approximately \$16,305. Appendix A provides more detail of the mainline extension process and costs.

Total Costs

The Applicant is ultimately responsible for payment of the total project costs to MWSD total project costs, which are currently estimated as:

- Water Capacity Charge: \$20,389
- Portion of Mainline Extension (Estimate): \$16,305
- Installation of Service Line (main to meter): Unknown

The fees listed above do not include the cost of the Applicant's Engineer, permit processing, or the installation costs for the water service lateral from the domestic meter to the Applicant's home within the Applicant's property line. **All costs listed above are preliminary and are subject to change.**

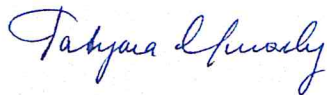
STEP 6. Project Construction

After payment of the remaining fees, the Applicant may schedule installation of the domestic water line from the main to the meter with the selected District-certified contractor. The Applicant is responsible for all installation inside the property line, and the District does not oversee this portion of the installation. The Applicant is responsible for retaining a contractor to install this portion of the installation.

The District will oversee the installation of the mainline extension and the portion of the water service from the main line to the water meter (outside the property line) by a District-certified Contractor.

If you have any questions please refer to the MWSD Application Packets or feel free to contact me at (415) 776-5800 ext 301. We look forward to working with you. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Tanya Yurovsky". The signature is written in a cursive style.

Tanya Yurovsky, P.E.
District Engineer

Enclosures

cc: Clemens Heldmaier, MWSD General Manager
MWSD File

APPENDIX A MAINLINE EXTENSION

Mainline Extension Background Information

Currently, no water mainline fronts your home at 885 San Ramon Avenue. District code stipulates that the property owner is responsible for the mainline extension along the entire length of the property. This would result in a 170-foot long dead end mainline extension originating from the Madrone Avenue mainline. MWSD hopes to avoid the installation of a dead-end water mainline for San Ramon Avenue. Dead-end mains can cause flow rate and water quality issues requiring more frequent flushing to avoid sediment and health and safety concerns. In order to prevent a dead-end main, the mainline will need to be installed on San Ramon Avenue from San Lucas Avenue to Madrone Avenue, approximately 280-feet long. This span will connect two existing mains: the San Lucas Avenue mainline and the Madrone Avenue mainline.

The District may consider a variance of the District code to allow the District and the Applicant to share the cost of the mainline extension. The District will maintain responsibility for the design and construction of the mainline extension. The Applicant will not be responsible for any design or construction of the mainline; however, the Applicant will be responsible for obtaining a coastal development permit from the County of San Mateo and providing a portion of the total project cost. The cost to complete the project will be divided between the District and the Applicant. The Applicant will be responsible for cost of the mainline extension from the Madrone Avenue main to the middle of the Applicant's property, approximately 95 feet in length (see Figure A-1 below). The District will be responsible for the cost of the remaining 185 feet. This approach can benefit both the Applicant and the District. The Applicant will benefit from a reduced cost of the mainline extension project while the District can ensure public health and safety by avoiding a dead-end main. Please note all lengths mentioned above are preliminary and are subject to change following the complete survey of the project site.

Mainline Extension Cost Estimate

The estimated cost for the design and installation of the San Ramon mainline extension are detailed below. Table A-1 shows the total estimated cost for installation including costs of the site survey, encroachment permit, traffic control, tapping the existing mainlines, and the new mainline. Table A-2 shows the estimated shared cost for the Applicant's portion and the MWSD portion. All costs shown below are preliminary and are subject to change.

**APPENDIX A
MAINLINE EXTENSION**

Table A-1. Total Estimated Installation Cost of Mainline Extension [280 LF of 6" main]	
Project Site Survey	\$3,000
County of San Mateo Encroachment permit @ \$700 each	\$700
Traffic Control and Signage	\$1,600
Hot tap existing 6" San Lucas Ave main with new 6" gate valve with valve box	\$6,000
Hot tap existing 8" Madrone Ave main with new 8" gate valve with valve box	\$8,000
6" mainline 280 LF @ \$80/LF	\$22,400
Total Estimated Installation Cost	\$41,700

Table A-2. Shared Cost Estimate			
Applicant (885 San Ramon Ave - Hawkins)		MWSD	
Edge of property – 95 LF (34%)	\$14,178	Remaining Length – 185 LF (66%)	\$27,522

**AGREEMENT FOR CONSTRUCTION AND
ACQUISITION OF WATER MAIN
EXTENSION
(APN 037-259-290)**

THIS AGREEMENT, made and entered as of July 18, 2014, by and between the **MONTARA WATER AND SANITARY DISTRICT**, a public agency located in the County of San Mateo, California (“District”) and **Elizabeth Hawkins** (“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 037-259-290 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

Sigma Prime, Registered Professional Engineer, entitled, "885 San Ramon Avenue," 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 15, 2014.

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.

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 and for District's right of entry pursuant to Paragraph 2. 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. 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 fourteen thousand twenty-five Dollars (\$14,025.00).

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 fourteen hundred and two Dollars (\$1,402.00).

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 One-Thousand Dollars and No/100 Dollars

(\$1000.00), 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 fourteen hundred and two Dollars (\$1,402.00) 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 attorneys 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.

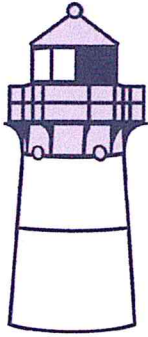
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove written.

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

By: _____
General Manager

Elizabeth Hawkins (“Applicant”)

By: _____



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

SUBJECT: Review and Possible Action Concerning Award of Change Order 1 and 2 for the Pump Station Control Panel Upgrades – Phase 1

On March 6, 2014, the Board approved the Telstar, Inc., the low bid, for Pump Station Control Panel Upgrades – Phase 1 in the amount of \$83,670 for the increase reliability and redundancy six (6) District Pump Stations (Vallemar, California St, Seal Cove #1, #2, #3, #4, and Date Harte). At that time of award the Board requested prices for upgrading the motor control center (MCC) material to 316 stainless steel replacing/upgrading other pump stations. Telstar, Inc., provided two prices for these items and are presented in the attached CHANGE ORDER 1 and CHANGE ORDER 2.

CHAGE ORDER 1: Upgrade the MCC cabinet material at Seal Cove #2 from Fiber Reinforced Plastic (FRP) to 316L Stainless Steel in the amount of: \$7,321.35.

CHAGE ORDER 2: Replace the rusted and corroded MCC controls and cabinet material at the 7th Street pump station with the same specifications as Seal Cove #2 (contractor is holding the Bid Prices) and including the 316L Stainless Steel cabinet in the amount of: \$44,091.09, complete and in place.

The \$245,000 was budgeted for this work, and the Engineers Estimate for Construction is \$225,000.

Nute Engineering has reviewed the proposed Change Order documents and recommends award of CHANGE ORDER 1 and CHANGE ORDER 2 to be added to the Base Bid for a new contract amount of \$ 135,082.44.

RECOMMENDATION:

Authorize the Change Order 1 and Change Order 2 and extend the contract days an additional 37 days for the extra work required.

Attachments

TELSTAR INSTRUMENTS INC.

Montara Water and Sanitary District

SCOPE CHANGE ORDER

Project No.: SR #25805

Subcontract No.: Not listed

Project Title: P. S. Control Panel Upgrades

Subcontractor: Electrical & Instrumentation

Date Change Order Initiated: 6/19/2012

Scope Change Order No.: COR #01

TELSTAR Change Order Request # TI – COR # 01

To:

Clemens Heldmaier
Montara Water & Sanitary District

Distribution:

Project Manager
Pippin Cavagnaro
Controller

This scope change order to the above identified Subcontract dated, June 19th, 2014 incorporates the following into the referenced Agreement: Material and labor to upgrade the MCC enclosure to stainless steel.

Furnish labor, material and equipment to upgrade enclosure from FRP to St. St. at P.S. #2 only.

Labor	\$ 848
Material	\$ 6,473.35
Subs	\$ 0.0
Equipment	\$ 0.0
Expenses	\$ 0.0
Bond	\$ 0.0
TOTAL	\$ 7,321.35

The contract sum will be **(increased)** (~~reduced~~) (~~unchanged~~) by: \$ 7,321.35

The Electrical Substantial Completion Date will be **(extended)** or compensation provided after an impact review analysis during further consideration at a future. All rights for impact and acceleration cost are reserved.

DISTRICT MANAGEMENT:

SUBCONTRACTOR:

MONTARA WATER DISTRICT.

TELSTAR

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

TELSTAR INSTRUMENTS INC. CHANGE ORDER REQUEST #01

PROJECT: P. S. CONTROL PANEL UPGRADES - 1

SUBCONTRACT NO.: Not listed

DATE: 6/19/2014

CLIENT: MONTARA WATER & SANITARY DISTRICT

EST: Don Fusco - 6/12/14

CONTACT: Clemens Heldmaier

CHANGE ORDER REQUEST NO. TI-COR #01

PHONE NO. _____

JOB NO. SR #25805

FAX NO. _____

cc; Pippin Cavagnaro, NUTE Engineering

QUICK BID

Description: Replace FRP enclosure at Seal Cove P.S. #2 with 316 stainless steel.

DESCRIPTION	QUANTITY	MH	RATE	LABOR \$	MATERIALS	EQUIPMENT	Expenses
Foreman rate ST		1.00	\$128.00	\$128.00			
Foreman rate 1.5			\$192.00	\$0.00			
journeyman rate ST			\$124.00	\$0.00			
Journeymn rate 1.5			\$186.00	\$0.00			
Panel Shop rate ST		8.00	\$90.00	\$720.00			
Panel Shopr rate 1.5							
Tool, Test Equipment & Vehicle	0		\$9.80				\$0.00
Vehicle Fuel	0		\$11.00				\$0.00
Subsistance							\$ -
Travel time	0		\$90.00	\$0.00			
45' Knucle Boom	0		\$1,550.00			\$0.00	
19' Scissor Lift	0		\$750.00			\$0.00	
Lift Fuel	2.5%					\$0.00	
Materials					\$0.00		
Quoted Materials					\$5,200.00		
SUBTOTAL		9		\$848.00	\$5,200.00	\$0.00	\$ -
TAX					\$ 429.00	\$ -	
MARKUP					\$ 844.35	\$ -	
ITEM TOTALS				\$ 848.00	\$ 6,473.35	\$ -	\$ -
Bond					\$ -		
GRAND TOTAL = LABOR \$ + MATERIALS + EQUIPMENT + SUB CONT					\$ 7,321.35		

PROCEED WITH WORK

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

TELSTAR INSTRUMENTS INC.

Montara Water and Sanitary District

SCOPE CHANGE ORDER

Project No.: SR #25805

Subcontract No.: Not listed

Project Title: P. S. Control Panel Upgrades

Subcontractor: Electrical & Instrumentation

Date Change Order Initiated: 6/19/2012

Scope Change Order No.: COR #02

TELSTAR Change Order Request # TI – COR # 02

To:

Clemens Heldmaier
Montara Water & Sanitary District

Distribution:

Project Manager
Pippin Cavagnaro
Controller

This scope change order to the above identified Subcontract dated, June 19th, 2014 incorporates the following into the referenced Agreement: Material and labor to Build and install an additional MCC at P.S. #7. This MCC will be built to the same spec. as the unit being provided at P.S. #2.

Furnish labor, material and equipment to provide a working system with new MCC at P.S. #7.

Labor	\$ 9,932.00
Material	\$ 32,227.32
Subs	\$ 0.0
Equipment	\$ 910.97
Expenses	\$ 1,020.80
Bond	\$ 0.0
TOTAL	\$ 44,091.09

The contract sum will be **(increased)** (~~reduced~~) (~~unchanged~~) by: \$ 44,091.09

The Electrical Substantial Completion Date will be **(extended)** or compensation provided after an impact review analysis during further consideration at a future. All rights for impact and acceleration cost are reserved.

DISTRICT MANAGEMENT:

SUBCONTRACTOR:

MONTARA WATER DISTRICT.

TELSTAR

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

TELSTAR INSTRUMENTS INC. CHANGE ORDER REQUEST #02

PROJECT: P. S. CONTROL PANEL UPGRADES - 1

SUBCONTRACT NO.: Not listed

DATE: 6/19/2014

CLIENT: MONTARA WATER & SANITARY DISTRICT

EST: Don Fusco - 6/12/14

CONTACT: Clemens Heldmaier

CHANGE ORDER REQUEST NO. TI -COR #02

PHONE NO. _____

JOB NO. SR #25805

FAX NO. _____

cc; Pippin Cavagnaro, NUTE Engineering

QUICK BID

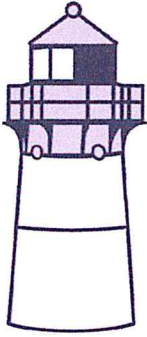
Description: Add an additional MCC to replace failing equipment at Pump Station #7. This additional MCC is identical to the equipment being provided at P.S. #2.

DESCRIPTION	QUANTITY	MH	RATE	LABOR \$	MATERIALS	EQUIPMENT	Expenses
Foreman rate ST		12.00	\$128.00	\$1,536.00			
Foreman rate 1.5			\$192.00	\$0.00			
journeyman rate ST		14.00	\$124.00	\$1,736.00			
Journeyman rate 1.5			\$186.00	\$0.00			
Panel Shop rate ST		68.00	\$90.00	\$6,120.00			
Panel Shop rate 1.5							
Tool, Test Equipment & Vehicle	26.00		\$9.80				\$254.80
Vehicle Fuel	26.00		\$11.00				\$286.00
Subsistence	4		\$120.00				\$ 480.00
Travel time	6		\$90.00	\$540.00			
45' Knuckle Boom	0		\$1,550.00			\$0.00	
Fork lift	1		\$750.00			\$750.00	
Lift Fuel	2.5%					\$18.75	
Materials					\$0.00		
Stainless steel enclosure					\$5,200.00		
Materials					\$ 20,688.00		
SUBTOTAL		94		\$9,932.00	\$25,888.00	\$768.75	\$ 1,020.80
TAX					\$ 2,135.76	\$ 65.34	
MARKUP					\$ 4,203.56	\$ 76.88	
ITEM TOTALS				\$ 9,932.00	\$ 32,227.32	\$ 910.97	\$ 1,020.80
Bond					\$ -		
GRAND TOTAL = LABOR \$ + MATERIALS + EQUIPMENT + SUB CONT					\$ 44,091.09		

PROCEED WITH WORK

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

SUBJECT: Review and Possible Action Concerning of Cost Sharing Agreement for the Adjustment, Reconstruction and Modification of MWSD Facilities – Seal Cove/Moss Beach Area.

On July 9, 2014, the County of San Mateo Department of Public Works (CSMDPW) presented a cost sharing agreement for the reconstruction and modifications of Montara Water and Sanitary District-owned Sanitary Sewer and Water Facilities as part of the Road Improvements on Portions of Del Mar, Madrone and San Ramone Avenues in the Seal Cove and Moss Beach Area. The CSMDPW received bids for the street and urban riparian drainage improvements and plan on awarding the contract to the low bidder, Half Moon Bay Grading and Paving, Inc., on July 15th, 2014.

PROPOSED ADJUSTMENT COSTS: Adjusting, modifying and/or reconstruction of sewer manholes, water boxes, pump station vault decking and replacement of frame and covers/lids: \$22,000.00.

Nute Engineering has been in design discussions with CSMDPW about the street reconstruction for over a year. The project has posed significant design challenges for the County Staff due to the new coastal zone requirements of landscaped drainage on the sides of improved roads and because of width constraints. There is risk for MWSD that significant extra work may be required to relocate the power feeds to Seal Cove #3 or to reconstruct the 12" thick pump station decking and install a new traffic rated hatch. These potential costs are not included in the CSMDPW cost estimate shown above. Because of this possible extra work we suggest to set a \$50,000.00 budget to include possible changed conditions.

RECOMMENDATION:

Authorize the General Manager to sign and execute the Cost Sharing Agreement for the Adjustment, Reconstruction and Modification of MWSD Facilities – Seal Cove/Moss Beach Area in the amount of \$22,000.00 and Authorize a total budget of \$50,000.00 should extra work be required.

Attachments

July 9, 2014

Mr. Clemens Heldmaier, District Manager
Montara Water and Sanitary District
P.O. Box 370131
Montara, CA 94037

Re: Cost-Sharing Agreement for the Adjustment, Reconstruction and Modification of Montara Water and Sanitary District-owned Sanitary Sewer and Water Facilities as part of the Road Improvements on Portions of Del Mar, Madrone and San Ramon Avenues in the Seal Cove/Moss Beach Area

Dear Mr. Heldmaier:

With respect to the above-mentioned project, we have counted a total of **eight (8) sanitary sewer manholes, four (4) water valve boxes and one (1) sewage pump station** that *may* require work, as indicated in the following table, after the road improvements have been completed.

LOCATION	FACILITY TYPE	ID NO.	*WORK
Madrone Ave at Decota Ave	Sanitary Sewer Manhole	515.21	Adjust
Madrone Ave at Decota Ave (at Walled Play Yard)	Sanitary Sewer Manhole	515.11	Adjust
88 Madrone Ave	Sanitary Sewer Manhole	515.01	Adjust
88 Madrone Ave	Sewage Pump Standpipe Check Valve Manhole	None	Adjust
88 Madrone Ave	Sewage Pump Vault Decking	None	Modify
99 Madrone Ave (near Del Mar Ave)	Sanitary Sewer Manhole	515.03	Adjust
Madrone Ave at Del Mar Ave	Sanitary Sewer Manhole	515.05	Adjust
Del Mar Ave near Madrone Ave	Water Valve Box	None	Adjust
Del Mar Ave at Precita Ave (1/2)	Water Valve Box	None	Adjust
Del Mar Ave at Precita Ave (2/2)	Water Valve Box	None	Adjust

MWSD Facility Table – Continued on Next Page



Re: Cost-Sharing Agreement for the Adjustment, Reconstruction and Modification of Montara Water and Sanitary District-owned Sanitary Sewer and Water Facilities as part of the Road Improvements on Portions of Del Mar, Madrone and San Ramon Avenues in the Seal Cove/Moss Beach Area

July 9, 2014

Page 2

MWSD Facility Table - Continued

LOCATION	FACILITY TYPE	ID NO.	*WORK
Bernal Ave at Del Mar Ave	Water Valve Box	None	Adjust
San Ramon Ave at Madrone Ave Right-of-Way	Sanitary Sewer Manhole	515.07	Adjust
San Ramon Ave at Precita Ave Right-of-Way	Sanitary Sewer Manhole	515.09	Reconstruct
To be determined as needed	Sanitary Sewer Manhole Frame and Cover	N/A	Replace

***Note:** Your attention is directed to the fact that the work indicated may or may not be required. Upon completion of any work that is required, the Montara Water and Sanitary District will be billed as indicated in paragraph 2 on page 3 of this letter.

Per your request, we are including the adjustment, reconstruction, modification and/or replacement of your facilities in our construction contract. Transmitted herewith are two (2) original forms of Agreement, which provide for the inclusion of the above-mentioned work in our contract. We have received bids for the project and will be awarding the contract to the low bidder, Half Moon Bay Grading and Paving, Inc., on July 15, 2014. Per the low bidder's proposal, costs for the above-listed work is as follows:

ITEM	QTY.	UNIT COST	TOTAL COST
Adjust Sanitary Sewer Manhole to Grade	7	\$750/Each	\$5,250
Reconstruct Sanitary Sewer Manhole to Grade	1	\$4,800/Each	\$4,800
Adjust Water Valve Box to Grade (Adjustable)	2	\$750/Each	\$1,500
Adjust Water Valve Box to Grade (Non-adjustable)	2	\$1,000/Each	\$2,000
Modify Sewage Pump Vault Decking	1	\$2,750/Each	\$2,750
Replace Sanitary Sewer Manhole Frame and Cover	268	\$10/LB	\$2,680
TOTAL			\$18,980
5% CONTINGENCY (FOR CONTRACT CHANGE ORDERS)			\$950
10% INCIDENTAL AND OVERHEAD			\$1,993
CONTRACT NOT-TO-EXCEED AMOUNT			\$22,000

Re: Cost-Sharing Agreement for the Adjustment, Reconstruction and Modification of Montara Water and Sanitary District-owned Sanitary Sewer and Water Facilities as part of the Road Improvements on Portions of Del Mar, Madrone and San Ramon Avenues in the Seal Cove/Moss Beach Area

July 9, 2014

Page 3

Please review the agreement and, if it meets your approval and you wish to include the adjustment, reconstruction, modification and replacement of your facilities in our road improvement contract, execute the two (2) copies and return them to us by **Friday, July 18, 2014**.

Please review the Agreement, and if you choose to leave the work in our contract, sign page 6 of the Agreement and return to us. Upon completion of the work, the Montara Water and Sanitary District will be billed the actual construction cost, including any necessary and approved contract change order work required, plus an additional ten percent (10%) for incidental and overhead expenses incurred by the County.

A fully executed copy of the Agreement will be forwarded to you for your records.

We thank you and appreciate your cooperation. If you need any additional information or have any questions, please call Eric Chen or me at (650) 363-4100. We will keep you informed of our schedule as we progress. We can also be reached via email at:

echen@smcgov.org

wng@smcgov.org

Very truly yours,


Wency Ng
Senior Civil Engineer
Project Development and Design

WN:EPC

[County Project No. P23G1]

f:\users\design\ddd\4903000\docs\utilities-fire (02b 05b 12ae 20)\12a - agreement (mwsd)_req2execute.docx

Encl. – Two (2) Original Agreements

cc: Pippin Cavagnero, Nute Engineering
907 Mission Ave, San Rafael, CA 94901
Karen Pachmayer, P.E., Principal Civil Engineer, Project Development and Design
Eric P. Chen, P.E., Associate Civil Engineer, Project Development and Design

AGREEMENT

**AGREEMENT FOR THE ADJUSTMENT OF SANITARY SEWER MANHOLES AND
WATER VALVE BOXES TO GRADE, RECONSTRUCTION OF SANITARY SEWER
MANHOLES TO GRADE, REPLACEMENT OF SANITARY SEWER MANHOLE FRAME
AND COVER, AND MODIFICATION OF SEWAGE PUMP STATION DECKING
IN CONJUNCTION WITH THE ROAD IMPROVEMENTS ON
PORTIONS OF DEL MAR, MADRONE AND SAN RAMON AVENUES
IN THE UNINCORPORATED SEAL COVE/MOSS BEACH AREA
[COUNTY PROJECT NO. P23G1]**

THIS AGREEMENT, made and entered into this _____ day of _____, 2014,
by and between the **COUNTY OF SAN MATEO**, a political subdivision of the State of
California, hereinafter called “County”, and the **MONTARA WATER AND SANITARY
DISTRICT**, hereinafter called “District”.

WITNESSETH:

WHEREAS, the County has prepared plans and specifications for the road
improvements on portions of Del Mar, Madrone and San Ramon Avenues in the Seal Cove/Moss
Beach area, as shown on the maps attached as Exhibit “A”; and

WHEREAS, it is estimated that **seven (7)** District-owned sanitary sewer manholes will
require adjustment to the new grade of the improved road; and

of the road improvements on portions of Del Mar, Madrone and San Ramon Avenues in the Seal Cove/Moss Beach area, including adjustment, reconstruction, modification, and replacement of District-owned sanitary sewer and water facilities to bring said facilities to grade.

3. County agrees to notify the District of the successful bidder to whom the construction contract is to be awarded.

4. District agrees to reimburse County, on demand, the total cost incurred by County for the work on District facilities, including any Contract Change Orders and any other incidental and overhead expenses incurred by County for work on said District facilities. Said incidental and overhead expenses shall be ten percent (10%) of the construction contract items and Change Order costs for work on District-owned sanitary sewer and water facilities.

5. The estimated maximum fiscal obligation for work on said District facilities is \$22,000, unless otherwise authorized by the District in writing. Any contract change orders on the District's portion of the construction work will be subject to the written approval by the District. It is understood that the total sum to be reimbursed to County is to be determined from actual bid prices received and the estimate given is for informational purposes only.

6. County shall furnish primary construction inspection services for all phases of the project work.

7. The Director of Public Works or his appointed representative shall be solely responsible for all phases of construction and inspection functions and liaison with the Project Contractor. In this regard, all communications and directions of the District to the County's Contractor shall be directed through the County representative. District representatives shall have access to the work on the District facilities at all times, and without restriction, for the purposes of inspection of such facilities. The County and District representatives shall cooperate and confer to facilitate the performance of inspection duties incident to expeditious completion

and acceptance of work performed by County's Contractor on District facilities.

8. The District shall have the option of not including work on its facilities within the County's construction contract and shall notify the County of its request not to include said work, in writing, within ten (10) working days from notification by the County of the estimated cost to the District based on bid prices of the successful bidder.

9. If the District elects to exclude said work on its facilities from the County contract, the work shall be performed by District forces or its designated Contractor in a manner that shall not cause time delay or financial hardship to the County. Should the District fail to complete all work on its facilities, as stipulated by the County, the County shall cause said facility grade adjustment, reconstruction, modification and replacement work to be completed and all costs incurred by the County to be reimbursed.

10. The District and County shall inspect work performed by the County's Contractor and, upon agreement that work has been satisfactorily completed by County's Contractor on the District's behalf, as specified under this Agreement, the County and District shall accept the work and the total cost incurred by County for administration and construction of District facilities, as described herein, shall be determined and billed to the District. Payment from the District shall be due within thirty (30) days of the invoice date.

11. It is understood, and the District agrees, that upon completion of the work contemplated by this Agreement, the District shall continue to have all ownership and maintenance responsibilities over District-owned sanitary sewer water facilities within the project.

12. County shall only accept the work accomplished on District facilities after receiving written approval from the District's representative. District disapproval of County work shall only be for non-conformance with the County's adopted project plans and

specification for County's construction contract. Said approval or disapproval, if any, by the District shall be provided within five (5) days of the County's request for same so as not to cause the County to sustain any claims from the Contractor for delays. It is assumed that the work described herein is approved by the District if no response is received within the said five (5) days.

13. To the full extent permitted by law, the District shall defend, indemnify and hold harmless the County, its officers, agents and employees from all claims, damages, suits, or actions of every name, kind, and description, arising out of or relating to the matters covered by this Agreement to the extent that such claims, damages, suits or actions are due to the negligence or willful misconduct of the District or the District's failure to perform obligations required of the District under this Agreement.

Likewise, to the full extent permitted by law, County shall defend, indemnify and hold the District harmless from all claims, suits or actions of every name, kind, and description, arising out of or relating to the matters covered by this Agreement to the extent such claims, suits or actions are due to the negligence or willful misconduct of the County or County's failure to perform obligations required of County under this Agreement.

The duty to defend, indemnify and hold harmless includes the obligations as set forth in California Civil Code 2778. The County shall require the Contractor to name the District and the County, their officers, agents, and employees as additional insureds on all insurance documents, which Contractor is required to provide for this road improvement project, and to include all work performed on behalf of the District in the bonds, warranties and guaranties to be furnished by Contractor according to the specifications. The benefits arising under this Section 13 shall apply to the respective directors, officers, employees and agents of the parties thereto.

14. Unless otherwise set forth in this Agreement or unless this paragraph is

subsequently modified by written amendment to this Agreement, the term of this Agreement shall be one (1) year, beginning on the Effective Date of this Agreement, or one (1) year, beginning on the Effective Date of the construction contract for said work, whichever occurs later.

15. This Agreement shall be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year first above written.

"County"

COUNTY OF SAN MATEO
A Political Subdivision of the
State of California

BY

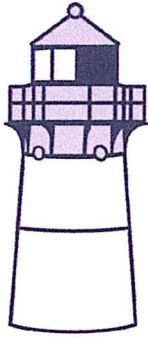
James C. Porter
Director of Public Works

"District"

MONTARA WATER AND SANTARY DISTRICT

BY

Clemens Heldmaier
District Manager



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

SUBJECT: Review and Possible Action Concerning State Revolving Fund Project 024 Revised Funding Agreement

In 2012, Montara Water and Sanitary District (District) Board authorized and staff executed a State Revolving Fund (SRF) Agreement for a \$500,000 planning loan with the California Department of Public Health (Department). The planning loan was to fund planning efforts for the Airport Wells Corrosion Control Treatment Project. The objective of this Project was the selection and design of a preferred treatment option Lead and Copper Rule (LCR) compliance and other water quality issues at the District's Airport Wells.

In the summer of 2013, the District and San Mateo County (County) finalized and signed the lease agreement for groundwater extraction at the Airport Wells site. After years of negotiations between the District and the County, the lease agreement finally provided the District with new, finite terms regarding the actual cost of water extraction and site rental at the Airport Wells for near-term and future use.

Following the review of the financial terms in the lease agreement, the District determined it was necessary to reassess the cost effectiveness of the proposed AWWTP Project. The preliminary design engineering did not result in the development of final plans and specifications. Instead, the District Engineer performed an economic evaluation and alternative analysis of the centralized AWWTP, now considering financial terms included in the recently signed Airport Wells long-term lease agreement. This analysis determined that producing water at the proposed AWWTP would be cost-prohibitive and proposed a groundwater exploration alternative to address the LCR compliance through treatment avoidance.

Early this year, the District requested a revision of Funding Agreement No. SRF12PX102 to fund planning efforts for the Groundwater Exploration Project. The Groundwater Exploration Project will explore groundwater source replacement through treatment avoidance at the District's Airport Wells. The District will focus on the following source options: (1) restoration of capacity in existing wells, (2) rehabilitation of inactive wells, and (3) exploration for new sources. Additionally, the District requested an extension of the terms of the Funding Agreement of 36 months with a completion date of July 10, 2015.

Following review of the District's request by CDPH, the State has sent the District the attached Funding Agreement for review and approval. Draft Resolution is also attached.

RECOMMENDATION:

Adopt Resolution No. _____ Authorizing the Board President to Execute a Revised Funding Agreement No. SRF12PX102 to fund planning efforts for the Groundwater Exploration Project.

Attachments



RON CHAPMAN, MD, MPH
Director & State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

JUN 11 2014

Mr. Scott Boyd, President
Montara Water and Sanitary District
8888 Cabrillo Highway
Montara, CA 94037

SAFE DRINKING WATER STATE REVOLVING FUND (SDWSRF) FUNDING AGREEMENT NO. SRF12PX102, AMENDMENT A-1 MONTARA WATER AND SANITARY DISTRICT, PROJECT NO. 4110010-024P

Dear Mr. Boyd:

Enclosed is one original Safe Drinking Water State Revolving Fund (SDWSRF) Funding Agreement Amendment No. SRF12PX102 A-1 including five signature pages between Montara Water and Sanitary District and the State of California. Please review the enclosed amendment. If you are in agreement, please sign and return all five signature pages and the Funding Agreement Amendment no later than thirty (30) calendar days following the date of this letter.

This amendment will be executed when we receive the returned signed copies and countersign. Expeditious processing of this amendment is appreciated.

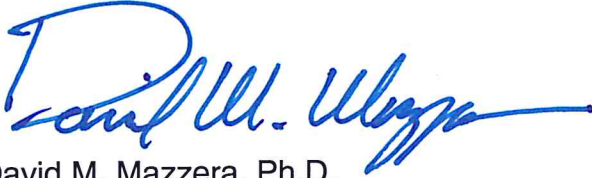
A copy of your executed resolution is enclosed. Please ensure this Funding Agreement Amendment is signed by the authorized representative. If you have any questions or need to revise your resolution, please contact Kristen Manzano at dwpfunds@cdph.ca.gov or at (916)449-5600.

Please mail the signed Funding Agreement Amendment and the five signature pages to:

California Department of Public Health
Division of Drinking Water and
Environmental Management
Safe Drinking Water State Revolving Fund Program
ATTN: Anne Novak
Project Support Unit
1616 Capitol Avenue, MS 7418
Post Office Box 997377
Sacramento, CA 95899-7377

The State commends Montara Water and Sanitary District for taking steps, addressed by this project, toward the provision of a safe reliable supply of drinking water for its consumers. If you have any questions or if you are unable to comply with any of the requirements, please contact CDPH's Regional Funding Coordinator Maria Pang at (916) 445-2493, or SRF Pipeline Coordinator Kristen Manzano, at (916) 449-5600, or by e-mail at dwpfunds@cdph.ca.gov.

Sincerely,



David M. Mazzera, Ph.D.
Acting Chief
Division of Drinking Water and Environmental Management

Enclosures

cc: Stefan Cajina
Regional Engineer
Drinking Water Field Operations Branch
850 Marina Bay Parkway, Bldg. P, 2nd Floor
Richmond, CA 94808

Eric Lacey
Santa Clara District Engineer
Drinking Water Field Operations Branch
850 Marina Bay Parkway, Bldg. P, 2nd Floor
Richmond, CA 94808

Christine Sotelo
Environmental Review Unit
Division of Drinking Water and
Environmental Management
Department of Public Health
P.O. Box 997377, MS 7408
Sacramento, CA 95899-7377

Ms. Linda Ng, Chief
Safe Drinking Water Office, Room 816
Department of Water Resources
Post Office Box 942836
Sacramento, CA 94236-0001

Jeremy Callihan
Safe Drinking Water Office
Department of Water Resources, Room 816
Post Office Box 942836
Sacramento, CA 94236-0001

Mr. Scott Boyd

bcc: Maria Pang
Lorri Silva
Dat Tran
Uyen Trinh-Le
Joshua Ruehlig
Anabel Ruiz
Thera Hearne
Anne Novak
Kristen Manzano
Brian Cheng
Terry Wilson
Cathy Powers

Planning Loan
Agreement No. SRF12PX102
Amendment A-1

STATE OF CALIFORNIA

HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF PUBLIC HEALTH

AMENDMENT TO
FUNDING AGREEMENT
BETWEEN
CALIFORNIA STATE
DEPARTMENT OF PUBLIC HEALTH

AND

MONTARA WATER AND SANITARY DISTRICT
PROJECT NUMBER: 4110010-024P

FOR A PLANNING LOAN AND GRANT UNDER THE
SAFE DRINKING WATER STATE REVOLVING FUND LAW OF 1997

Montara Water and Sanitary District
Project Number: 4110010-024P
Funding Agreement Number: SRF12PX102
Amendment A-1

In consideration of the covenants and conditions as set forth herein and in that certain Funding Agreement dated **July 10, 2012**, between the parties referenced above, (the "Funding Agreement"), the parties hereby agree to further amend the Funding Agreement as follows:

1. SECTION 3. "PROJECT COST" is deleted in its entirety and replaced with:

"Supplier represents that the total cost of the Project is estimated to be **\$650,083** (the "Project Cost") of which State agrees that **\$500,000** is eligible for Safe Drinking Water State Revolving Fund financing."

2. SECTION 6. "SUPPLIERS COST" is deleted in its entirety and replaced with:

"Supplier agrees to fund any portion of the Project Cost which is in excess of the Funding. Supplier's cost of this Project is estimated to be **\$150,083** ("Supplier's Cost"). Unless otherwise set forth in Exhibit "C" to this Agreement, "Special Requirements", such Suppliers Cost shall be expended prior to the expenditure of State loan funds unless such Supplier's Cost is funded by other State or Federal Agencies, in which case funds shall be drawn on a pro-rata basis."

3. First paragraph of ARTICLE A-5. "PROJECT CHANGES" is deleted and replaced with:

"The Project shall be undertaken in accordance with the Scope of the Project set forth in the **Amended Attachment 1** to this Agreement, and plans and specifications, as approved by State on **February 4, 2014**. Supplier shall not make any change in the Project, or issue any change order to a contractor which affects the treatment process, would increase the capacity of any Project component, causes a significant change in the location of any Project component, alters the Scope of the Project, or affects the timely completion of the Project, without receiving prior written approval from State."

4. First paragraph of ARTICLE A-8 "TIMING OF PROJECT" is deleted and replaced with:

"Supplier shall complete the Project no later than **thirty-six (36) months** following the Date of Execution. Supplier's failure to meet said date may, at the option of State, be considered a material breach of this Agreement and may be treated as a default under Article A-26, hereof."

5. ARTICLE C-2. "ADDITIONAL REQUIREMENTS" subpart (e) is deleted and replaced with:

"(e) Supplier shall not proceed with Tasks 4 or 5 of the Scope of the Project until all deliverables associated with Task 3 have been submitted to and approved by State's Santa Clara District Office."

6. ARTICLE C-2. "ADDITIONAL REQUIREMENTS" subpart (f) is deleted and replaced with:

"(f) Supplier shall not proceed with any drilling of test wells or rehabilitation of existing wells, until all associated plans and specifications have been submitted to and approved by State's Santa Clara District Office."

These modifications are incorporated into and made part of the Funding Agreement. Except as modified herein, all other terms and conditions of the Funding Agreement remain in full force and effect.

[Signatures appear on the following page]

DATE OF EXECUTION

Date of Execution of this Amendment **A-1** shall be the date of the latest in time execution by a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment **A-1**:

SUPPLIER:

STATE:

**MONTARA WATER AND SANITARY
DISTRICT**

**CALIFORNIA STATE
DEPARTMENT OF PUBLIC HEALTH**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

**Approved as to Legal Form
and Sufficiency:**

By:  _____

Name: Peter Baldridge

Title: Assistant Chief Counsel

Date: 6/3/14

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**MONTARA WATER AND SANITARY
DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

STATE:

**CALIFORNIA STATE
DEPARTMENT OF PUBLIC HEALTH**

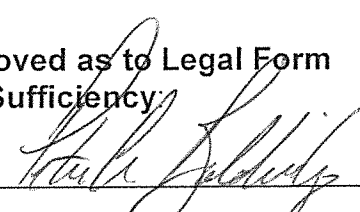
By: _____

Name: _____

Title: _____

Date: _____

**Approved as to Legal Form
and Sufficiency:**

By:  _____

Name: Peter Baldridge

Title: Assistant Chief Counsel

Date: 6/3/14

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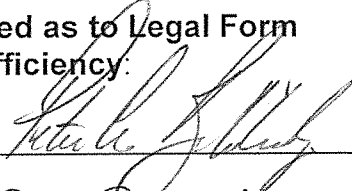
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**Approved as to Legal Form
and Sufficiency:**

By:  _____

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Title: Assistant Chief Counsel

Date: 6/3/14

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DISTRICT**

**CALIFORNIA STATE
DEPARTMENT OF PUBLIC HEALTH**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

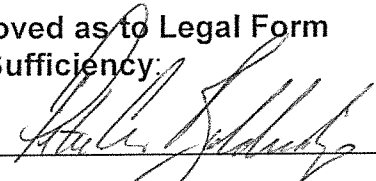
Title: _____

Date: _____

Date: _____

Address: _____

**Approved as to Legal Form
and Sufficiency:**

By:  _____

Name: Peter Baldridge

Title: Assistant Chief Counsel

Date: 6/3/14

RESOLUTION NO. 1520

RESOLUTION OF MONTARA WATER AND SANITARY DISTRICT BOARD OF DIRECTORS AUTHORIZING MWSD GENERAL MANAGER TO SIGN FUNDING AGREEMENT, CERTIFICATIONS, AND AMENDMENTS FOR FUNDING UNDER THE SAFE DRINKING WATER STATE REVOLVING FUND; AUTHORIZING MWSD GENERAL MANAGER TO APPROVE CLAIMS FOR REIMBURSEMENT; AUTHORIZING MWSD DISTRICT ENGINEER TO EXECUTE BUDGET AND EXPENDITURE SUMMARY; AND DEDICATING REVENUES FROM WATER RATES AS THE SOURCE OF REVENUE TO REPAY SAID LOAN

WHEREAS, Montara Water and Sanitary District made application to the California Department of Public Health for \$500,000 in planning funding under the Safe Drinking Water State Revolving Fund; and

WHEREAS, on May 14, 2012, the California Department of Public Health issued a Notice of Application Acceptance to Montara Water and Sanitary District committing \$500,000 in loan funding (the "Loan") from the Safe Drinking Water State Revolving Fund for project number 4110010-024P; and

WHEREAS, on December 21, 2006, Montara Water and Sanitary District's Board of Directors adopted a project budget totaling \$1,514,100; and

WHEREAS, on May 14, 2012 the California Department of Public Health committed funding in the amount of \$500,000 under the Safe Drinking Water State Revolving Fund program; and

WHEREAS, the funding agreement under the Safe Drinking Water State Revolving Fund will provide for a five (5) year repayment period at a 2.0933 percent interest rate.

WHEREAS, prior to the California Department of Public Health issuing a funding agreement, Montara Water and Sanitary District's Board of Directors is required to pass a resolution formally establishing a dedicated source of revenue to repay the Loan, authorizing an officer to execute the funding agreement, amendments, and certifications, designating a person to approve claims for reimbursement, and designating a person (registered engineer depending upon the work being done) to sign the Budget and Expenditure Summary.

WHEREAS, prior to the California Department of Public Health issuing a funding agreement, Montara Water and Sanitary District's Board of Directors is required to establish water rates and charges in amounts sufficient to generate and maintain annual net revenues from its Water Enterprise Fund equal to at least 1.2 times the total annual debt service payable from its Net Revenues of the Water Enterprise Fund.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the MWSD General Manager, is hereby authorized to incur Indebtedness pursuant to the funding agreement, and sign the Safe Drinking Water State Revolving Fund program funding agreement and any amendments thereto. (The term "Indebtedness" as used herein means all grants, debts, obligations and liabilities, currently existing or now or hereafter made, incurred or created in connection with the Loan; and

BE IT FURTHER RESOLVED AND ORDERED, that the MWSD General Manager is hereby authorized to approve Claims for Reimbursement under the Safe Drinking Water State Revolving Fund program; and

BE IT FURTHER RESOLVED AND ORDERED, that the MWSD District Engineer is hereby authorized to execute the Budget and Expenditure Summary for the Safe Drinking Water State Revolving Fund program; and

BE IT FURTHER RESOLVED AND ORDERED, that Montara Water and Sanitary District does hereby designate revenues from its Net Revenues of the Water Enterprise Fund as the dedicated source of revenue to repay the Loan and pledges its Water Enterprise Fund as collateral for the Loan. This dedication and pledge shall

remain in full force and effect until the Loan is fully discharged, unless modification or change of such dedication and pledge is approved in writing by the California Department of Public Health. If for any reason, the source of revenues proves insufficient to satisfy the debt service of the Loan, sufficient funds shall be raised through increased water rates, user charges, or assessments or any other legal means available to meet the Loan obligation and to operate and maintain the project.

BE IT FURTHER RESOLVED AND ORDERED, that Montara Water and Sanitary District shall establish water rates and charges in amounts sufficient to generate and maintain annual net income from its Water Enterprise Fund equal to at least 1.2 times the total annual debt service payable from its Net Revenues of the Water Enterprise Fund until the Loan is repaid in full.

BE IT FURTHER RESOLVED AND ORDERED, the authority granted hereunder shall be deemed retroactive. All acts authorized hereunder and performed prior to the date of this Resolution are hereby ratified and affirmed. The California Department of Public Health is authorized to rely upon this Resolution until written notice to the contrary, executed by each of the undersigned, is received by the California Department of Public Health. The California Department of Public Health shall be entitled to act in reliance upon the matters contained herein, notwithstanding anything to the contrary contained in the formation documents of Montara Water and Sanitary District or in any other document.


President, Montara Water and Sanitary District

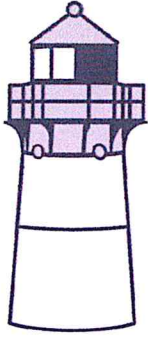
COUNTERSIGNED


Secretary, Montara Water and Sanitary District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, San Mateo County, California, at a meeting thereof held on the 21st day of June 2012 by the following vote:

AYES, Directors: Boyd, Slater-Carter, Thollaug & Ptacek
NOES, Directors:
ABSENT, Directors: Harvey


Secretary, Montara Water and Sanitary District



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

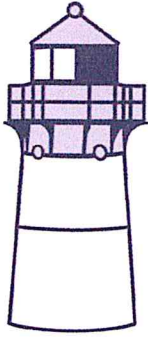
FROM: Clemens Heldmaier, General Manager

SUBJECT: Review and Possible Action Concerning Invitation to North Coast County Water District to Participate in Discussions with the MWSD and CCWD Joint Committee.

The MWSD Committee, Director Harvey and Director Huber, met on June 27 and July 08, 2014 to consider the status of the current discussions with the joint CCWD Committee. The Committee, in consultation with our District Engineer, sees great opportunities to open the discussion further to include North Coast County Water District (NCCWD). The committee would like to approach the North Coast County Water District and inform the Coastside County Water District (CCWD) committee of our intention to invite NCCWD to participate in discussions focused on evaluating regional benefits of cooperation. NCCWD has in the past repeatedly stated interest in joint emergency preparedness, similar to CCWD's interests. The past discussions between staff and directors included the request to consider emergency agreements and interties among the Coastside agencies.

RECOMMENDATION:

Authorize the MWSD Committee to invite NCCWD and CCWD to joint discussions with MWSD to assess the level of interest for regional emergency preparedness solutions including a potential emergency intertie, or other ways of cooperation among the neighboring agencies.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

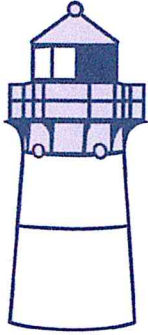
A handwritten signature in blue ink, appearing to be 'Clemens Heldmaier', written in a cursive style.

**SUBJECT: Review and Possible Action Concerning
Cancellation of the Next Regular Scheduled
Meetings August 7, 2014.**

The General Manager is not available to attend the next meeting.

RECOMMENDATION:

Cancel the next regular scheduled meetings on August 7.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **July 17, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

SUBJECT: General Manager's Report

Water Operations: The General Manager participated in the supervision of the water operations and training of new employees.

Meetings:

On June 18 the General Manager attended the District Strategic Planning Board Workshop.

The General Manager attended the CSDA General Manager Leadership Summary on June 22-24.

On July 10, the General Manager attended the Public Planning Workshop of the San Mateo County Harbor District.

In addition, the General Manager attended phone calls and conferences with consultants, directors, and customers.

Water Staff: Reeson Blevins started working as Water System Operator for the District on June 16.

Manager Leave: The General Manager will be out of the office from August 4 through August 15.

RECOMMENDATION:

This is for Board information only.