



Montara Water and Sanitary District

Serving the Community of Montara and Moss Beach

P.O. Box 370131
8888 Cabrillo Hwy
Montara, CA 94037-0131
t: 650.728.3545 • f: 650.728.8556

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

NOTICE OF SPECIAL MEETING

(Special Meeting begins at 7:00 p.m.; see Agenda for Special Meeting below)

AGENDA

District Board of Directors

8888 Cabrillo Highway
Montara, California 94037

September 5, 2024 at 7:30 p.m.

The meeting will take place in the District offices located at the above address. Seating is limited and social distancing will be practiced due to ongoing public health and safety concerns. Simultaneous public access and participation is also available remotely, via telephone or the ZOOM application:

ZOOM MEETING INFORMATION:

WEBSITE: <https://us02web.zoom.us/j/82692253961?pwd=qHda79ByziNe5R4iVxR25skjmAahIe.1>

MEETING ID: 826 9225 3961

Password: 671765

CALL IN PHONE NUMBER: +1 669 900 9128

INSTRUCTIONS for remote access are available at <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>. You also may view video during the meeting via live stream or after the meeting at <https://videoplayer.telvue.com/player/wuZKb9gwEY7sMACIIsr7VSJglB35kNZA/stream/159?fullscreen=true&showtabssearch=false&autostart=false>. If you experience technical difficulties or have technical questions prior to or during the meeting, please contact MWSD's IT support at (650) 728-7843.

Note: Public participation is not permitted during closed session discussion items.

Public Comment

In accordance with the Government Code, members of the public may address the Board on specific agenda items when the matter is announced by the Board President. Any other item of interest that is within the subject matter jurisdiction of the District may be addressed during the Oral Comments portion of the meeting. For participants attending the meeting virtually, a "raise hand" button is available for every Zoom user wishing to speak and should be used to alert the President of the intent to comment.

Upon request, this Agenda and written agenda materials will be made available in appropriate alternative formats to persons with a disability. Request for a disability-related modification or accommodation in order to participate in the public meeting should be emailed to info@mwsd.net or submitted by phone at 650-728-3545 at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility. 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.

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 Special Board Meeting August 15, 2024](#)
2. [Approve Financial Statements for July 2024](#)
3. [Approve Warrants for September 1, 2024](#)
4. [SAM Flow Report](#)
5. [Monthly Review of Current Investment Portfolio](#)
6. [Connection Permit Applications Received](#)
7. [Monthly Water Production Report](#)
8. [Rain Report](#)
9. [Monthly Solar Energy Report](#)
10. [Monthly Public Agency Retirement Service Report for June 2024](#)

OLD BUSINESS
NEW BUSINESS

1. [Review and Possible Action Concerning Approval of Purchase Contract for Vacant Lot Located on Grant Road, Montara](#)
2. [Review and Possible Action Concerning Approval of Agreement with RCD For The Vallemar Sewer And Water Relocation Project](#)
3. [Review of MWSD and Recology of the Coast Education Outreach to the Community and Kitchen Pail Distribution](#)

REPORTS

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

FUTURE AGENDAS

AGENDA – SPECIAL MEETING
(7:00 p.m.)

CALL TO ORDER

ROLL CALL

ORAL COMMENTS (Items other than those on the agenda)

CONVENE IN CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code §54956.8)

Property: Grant Street, Montara, CA (APN 036-254-050)

Agency Negotiator(s): District General Manager; District General Counsel; Real Estate Broker Steve Hyman

Negotiating party: Judy Mantel

Under Negotiation: Price and terms of payment

**RECONVENE IN OPEN SESSION AND ADJOURN TO CONVENE FOR
REGULAR MEETING**

REPORT OF ACTION TAKEN IN CLOSED SESSION, IF ANY

ADJOURNMENT

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



MONTARA WATER & SANITARY DISTRICT

REGULAR BOARD OF DIRECTORS MEETING August 15, 2024

MINUTES

This meeting took place at the district office located at the above address. Simultaneous public access and participation was also available remotely, via telephone or the ZOOM application.

REGULAR SESSION began at 7:32 p.m.

CALL TO ORDER

ROLL CALL

Directors Present: Boyd, Dekker, Slater-Carter, Softky, and Young

Directors Absent: None

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

Others Present: District Counsel Christine Fitzgerald
District Sewer Engineer Pippin Cavagnaro
District Accountant Peter Medina

PRESIDENT'S STATEMENT

Director Boyd stated it is a gorgeous day on the Coastside and a reminder of why they live there.

ORAL COMMENTS

Director Softky spoke of the late Chaunda Smith who ran the Oceanview Café. She will be missed.

General Manager Clemens Heldmaier said he attended a meeting with the San Francisco Public Utilities Commission (SFPUC) and they plan to restore and re-open Montara Mountain hopefully this winter.

Director Slater-Carter said she attended the Midcoast Community Council (MCC) meeting and the Golden Gate National Recreation Area National Park Service (GGR) made a presentation. They have plans for campgrounds in Montara and possibly Moss Beach. There will be more meetings.

Director Dekker said when he biked on the Old San Pedro Road there was a large sign there that said that trail will be closed from August 26th through September 17th. Access to the mountaintop will probably be blocked off.

Director Slater-Carter announced she was elected to the CSDA Board and an alternate to the LAFCo Board.

Director Young said the County informed her that the seat for Director she was running for in the upcoming election was uncontested.

Virginia Chang-Kiraly introduced herself and talked about the issue with California Constitution Article 34 and the County Board of Supervisors. There have been efforts at the State level to repeal it which would take away local control on development. Supervisor Slocum and Supervisor Canepa of the San Mateo County Board of Supervisors is asking for more input from special districts that provide essential services. She encouraged the Board to comment on the impacts to the community on development and growth.

Director Slater-Carter said the State, Counties, and the Cities are not paying attention to critical public health services in their population as they put in development. Special districts should send a strong message that they are limited by the rules of the County and State in water and sewer capacity, and now they are allowing housing and development that ignores the need for additional water, sewer, infrastructure, etc. She would like them to send a strong letter to the Board of Supervisors indicating they are limited in their ability to expand their public services by the Coastal Act and by population numbers that were put in there. The only other option is to charge rate-payers to expand services.

Director Boyd said the repeal of Article 34 will not be on the ballot. The Senate pulled it.

PUBLIC HEARING - none

CONSENT AGENDA

- 1. Approve Minutes for Regularly Scheduled Board Meeting July 11, 2024**
- 2. Approve Financial Statements for June 2024**
- 3. Approve Warrants for August 1, 2024**
- 4. SAM Flow Report**
- 5. Monthly Review of Current Investment Portfolio**
- 6. Connection Permit Applications Received**
- 7. Monthly Water Production Report**
- 8. Rain Report**
- 9. Monthly Solar Energy Report**
- 10. Monthly Public Agency Retirement Service Report for May 2024**

Director Slater-Carter made a motion to approve the consent agenda. Director Softy seconded the motion. All were in favor and the motion passed 5-0.

OLD BUSINESS - none

NEW BUSINESS

- 1. Review and Possible Action Concerning UC Davis Bodega Marine Center Permit for Scientific Ocean Current Monitoring Project.**

General Manager Clemens Heldmaier stated since 2009 the District has been hosting a high-definition radar unit outside the building which monitors ocean currents in real time. Their data is used mainly for the Coast Guard in search and rescue missions. They already extended the permit in 2019, and it expires this year. UC Davis Bodega Marine Center is asking for another extension. The Staff recommendation is to adopt the Resolution of the Montara Water and Sanitary District Approving and Authorizing Execution of Permit for Scientific Ocean Current Monitoring.

General Manager Clemens Heldmaier said no money is involved.

Director Slater-Carter said she is working with the Harbor District in putting in more educational facilities and scientific facilities. She would like the Montara Water and Sanitary District (MWSD) to work with the Harbor District and the scientific agencies to help people appreciate the complexities of the ocean.

General Manager Clemens Heldmaier said this is a great idea. They also host a National Oceanic and Atmospheric Administration (NOAA) station that benefits the Harbor District and maritime users.

Director Slater-Carter made a motion to adopt Resolution of the Montara Water and Sanitary District Approving and Authorizing Execution of Permit for Scientific Ocean Current Monitoring. Director Softky seconded the motion. All were in favor and the motion passed 5-0.

2. Review and Possible Action Concerning Adoption of a Workplace Violence Prevention Plan

General Manager Clemens Heldmaier said staff is asking for approval of a comprehensive Workplace Violence Prevention Plan in accordance with Senate Bill 553. The purpose is to create a safe and secure work environment. Staff recommendation is to adopt the Resolution of the Board of Directors of the Montara Water & Sanitary District Adopting a Workplace Violence Prevention Plan.

Director Slater-Carter requested the resolution should include “visitors” along with employees.

General Manager Clemens Heldmaier said it is in the policy, but it can be added to the Resolution.

Director Boyd pointed out that while the number of employees in the District is below the threshold that would require it, Mr. Heldmaier took the initiative to implement it. He commended General Manager Clemens Heldmaier for initiating this plan.

Director Slater-Carter made a motion to adopt the Resolution of the Board of Directors of the Montara Water & Sanitary District Adopting a Workplace Violence Prevention Plan. Director Dekker seconded the motion. The motion passed 5-0.

3. Review Budget Update for Superintendent Position

General Manager Clemens Heldmaier said it was important the Board is aware of a slight oversight not contained in the budget in reference to the Superintendent position. It amounts to \$6,000 dollars on the sewer and water side. There is no need to change the budget, but he wanted to bring this to their attention as the numbers at the end of the year will be a little different.

Director Boyd thanked General Manager Clemens Heldmaier.

4. Review and Possible Action Concerning Employee Wellness Program

General Manager Clemens Heldmaier said the District received a grant from the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) for staff wellness. The District received \$320 dollars and it is a good incentive for employees to take care of their health. Staff recommendation is to authorize up to \$2,400 dollars of District funds for contributions to MWSD full time

employees' participation in wellness activities of \$25 per month per employee after proof of payment by the employee.

Director Dekker made a motion to authorize up to \$2,400 of District funds for contributions to MWSD full time employees' participation in wellness activities of \$25 per month per employee after proof of payment by the employee. Director Softky seconded the motion. The motion passed 5-0.

REPORTS

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

Director Dekker said they discussed the various agreements made with the Union. There was a presentation on the SAM Capital Improvement Program (CIP) with an overview of what SAM can expect in needed investments over the next 5 years. He was disappointed that it was under what they had budgeted for. The Board felt they needed more information to help them determine what the most urgent projects are. The SAM force main is the most important project and it is 10 million dollars, displacing other projects into the lower categories.

Director Slater-Carter said the CIP does not really have any new projects. It doesn't include the emergencies and things that happen in the meantime. Half Moon Bay and Granada would not accept the report. The longer they delay projects the more expensive they get.

Director Boyd said in 2009 a comprehensive report on SAM's CIP was done. Since this report was under what was budgeted, he wonders if something was missed or if the budget rate is below what they are anticipating.

Director Slater-Carter said if you look at the objective for the SAM CIP, the number one item is to "create initial CIP with target of \$12.5 M CIP (dollars current to winter 2024)".

SB asked why that is the number one objective.

General Manager Clemens Heldmaier this is another example of the disfunction of the SAM Board. SAM should be able to approve the CIP without the agencies getting involved. It is another way of derailing it again.

Director Young said she would like to see the original list of the CIP projects noted in 2009, a list of what was fixed and its costs, and the current list of CIP projects of what needs to be fixed in the next 5 years.

Director Boyd said in a functioning organization you would be able to find the CIP for each year, and each CIP would make some reference to the previous one and have material that would be postponed until the next year.

Director Slater-Carter said Director Young has a good point and would like this agenda item so they can discuss this further.

Director Dekker said there is a list of what had been fixed over the last two years and could be expanded for more years.

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

Director Boyd said Gregg Dieguez sent them notes. The MCC has some concerns about the Harbor District draft concepts, concerns about storm water and infiltration and inflow, etc. Granada Community Services District (GCSD) is the relevant agency and they will discuss on the 28th. The GGNRA came to present their plans. There are concerns about horses, camping, wildfire. The MCC will document concerns expressed in a letter which will also be discussed. Also, there is a dispute about the adverse effects of horses on water quality. If MWSD would like to lend their expertise it might resolve some friction and enable better planning. The Regional measure 4 was withdrawn from the ballot.

3. California Special Districts Associations (CSDA) Report (Slater-Carter)

Director Slater-Carter said they are working on re-establishing the local group.

4. Local Agency Formation Commission (LAFCo) Report (Slater-Carter)

Director Slater-Carter said there will be a meeting next month.

5. Attorney's Report (Fitzgerald) -- none

6. Directors' Report

Director Young said she attended the Fire Board meeting, and Big Wave is planning to sell off their commercial portion possibly to Mid Pen Housing. They also put on their report they are working to meet with MWSD in regards to the fire hydrants.

7. General Manager's Report (Heldmaier) - none

FUTURE AGENDAS

BREAK 8:33 pm

CONVENE IN CLOSED SESSION 8:40 pm

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

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

CONFERENCE INVOLVING A JOINT POWERS AGENCY – SEWER AUTHORITY MID-COASTSIDE (Government Code Section 54956.96):

Discussion will concern: CONFERENCE WITH LEGAL COUNSEL — PENDING LITIGATION pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9, Ecological Rights Foundation v. Sewer Authority Mid-Coastside (Case No: 3:18-CV04413) Names of Montara Water & Sanitary representatives on Sewer Authority Mid-Coastside Board: Director Kathryn-Slater Carter, Director Peter Dekker

ADJOURNMENT at 8:54 pm

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

Respectfully Submitted,

Signed _____
Secretary

Approved on the 5th, September 2024

Signed _____
President



MONTARA WATER AND SANITARY DISTRICT AGENDA

Prepared for the Meeting Of: **September 5, 2024**

TO: BOARD OF DIRECTORS

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

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

**Budget vs. Actual – Sewer July 1, 2024 through July 31, 2024 - Variances
over \$2,000:**

- 4610 Property Tax Receipts, \$6,232 above Budget – Funds received in July are dated 6/30/2024 and will be accrued back as a part of the audit close.
- 4710 Sewer Service Charges, \$86,518 below Budget – Remittance received in July was dated as of 6/30/2024 and will be accrued back as a part of the audit close.
- 4720 Sewer Service Refund, \$2,500 below Budget – No refunds issued as of July 31, 2024.
- **Overall Total Operating Revenue for the period ending July 31, 2024 was \$92,231 above budget. Total operating revenue received to date is \$102,106. Please note, \$92,750 will be accrued back to FYE 6/30/2024. Actual revenue for July 31, 2024 is \$9,356.**
- 5400 Legal, \$16,667 below Budget – Invoice received in July was for July services and accrued back to FYE 6/30/2024.
- 5610 Accounting, \$3,333 below Budget – Invoice received in July was for July services and accrued back to FYE 6/30/2024.
- 5630 Consulting, \$2,924 below Budget – Most invoices accrued back to June 2024.
- 6200 Engineering, \$4,522 above Budget – Mechanical & General engineering support.
- 6330 Facilities, \$4,523 above Budget – Tree work performed at two District sites in May 2024.
- 6600 Collection/Transmission, \$7,083 below Budget – No activity to date.
- 6900 SAM Expenses, \$45,250 below Budget – The District adopted a budget for SAM that was in excess of the budgeted amount provided by SAM due to the expected need for a mid-year budget increase.
- **Overall Total Operating Expenses for the period ending July 31, 2024, were \$50,177 below Budget.**
- **Total overall Expenses for the period ending July 31, 2024, were \$79,823 below budget. For a net ordinary gain of \$173,060 above Budget. Actual net ordinary loss is \$145,781.**
- 7100 Connection Fees, \$36,963 below Budget – No new connections sold in July 2024.



MONTARA WATER AND SANITARY DISTRICT AGENDA

Prepared for the Meeting Of: September 5, 2024

TO: BOARD OF DIRECTORS

FROM: Clemens H. Heldmaier, General Manager

- 7200 Interest Income, \$84,907 above budget – Due to the increase Federal interest rates.
- 8000 CIP, \$452,819 below Budget – Major CIP project is underway.



MONTARA WATER AND SANITARY DISTRICT AGENDA

Prepared for the Meeting Of: **September 5, 2024**

TO: BOARD OF DIRECTORS

FROM: Clemens H. Heldmaier, General Manager

Budget vs. Actual – Water July 1, 2024 thru July 31, 2024 - Variances over \$2,000:

- 4610 Property Tax Receipts, \$6,232 above Budget – Funds received in July are dated 6/30/2024 and will be accrued back as a part of the audit close.
- 4810 Water Sales, Domestic, \$55,093 above Budget – Due to timing of receipts.
- **Overall Total Operating Revenue for the period ending July 31, 2024 was \$62,149 above budget. Total operating revenue received to date is \$230,741. Please note, \$6,232 will be accrued back to FYE 6/30/2024. Actual revenue for July 31, 2024 is \$224,509.**
- 5200 Board of Directors, \$2,167 below Budget – No activity to date.
- 5400 Legal, \$6,250 below Budget – Invoice received in July was for July services and accrued back to FYE 6/30/2024.
- 5610 Accounting, \$2,168 above Budget – Invoice received in July was for July services and accrued back to FYE 6/30/2024.
- 5630 Consulting, \$2,737 below Budget – Most invoices accrued back to June 2024.
- 5800 Labor & Wages, \$3,299 above Budget – Additional hours for the month of July as well as additional hours for temporary workers.
- 6200 Engineering, \$9,160 below Budget – Budget equalized over full year, less activity in July than annualized budget amount.
- 6400 Pumping, \$6,850 below Budget – Budget is annualized consistently over the fiscal year, the expectation of the “catch-up” bill is built in and causes the under budget until received in February.
- 6500 Supply, \$5,220 below Budget – Payment for Q1 water purchase for Airport Wells is not made until October.
- 6600 Collection/Transmission, \$15,417 below Budget – No activity to date.
- 6700 Treatment, \$2,179 below Budget – costs are variable on a month-to-month basis.
- **Overall Total Operating Expenses for the period ending July 31, 2024, were \$43,217 below Budget.**
- **Total overall Expenses for the period ending July 31, 2024 were \$60,720 below budget. For a net ordinary income of \$122,869 budgeted vs. actual. The actual net ordinary income was \$80,153.**
- 7100 Connection Fees, \$75,161 below Budget – One connection fee refunded in July 2024, reviewing for potential accrual back to FYE 6/30/2024.
- 7250 CAMP interest, \$8,091 above Budget – Due to increase in federal interest rates.



MONTARA WATER AND SANITARY DISTRICT AGENDA

Prepared for the Meeting Of: September 5, 2024

TO: BOARD OF DIRECTORS

FROM: Clemens H. Heldmaier, General Manager

- 7600 GO Bond Revenues, \$82,994 below budget – Funds received in July to be accrued back to FYE 6/30/2024.
- 7650 Water System Reliability, \$73,826 below Budget – Funds received in July to be accrued back to FYE 6/30/2024.
- 8000 CIP, \$291,993 below Budget – Projects are currently on-going, and others are being planned.
- 9100 GO Bond interest expense, \$24,838 below Budget – Difference due to timing.

RECOMMENDATION:

This is for Board information only

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

July 2024

	Jul 24	Sewer Budget		\$ Over Budget
Ordinary Income/Expense				
Income				
4220 · Cell Tower Lease	7,069.49	7,208.33		-138.84
4400 · Fees				
4410 · Administrative Fee (New Constr)	0.00	333.33		-333.33
4420 · Administrative Fee (Remodel)	0.00	83.33		-83.33
4430 · Inspection Fee (New Constr)	0.00	333.33		-333.33
4440 · Inspection Fee (Remodel)	0.00	83.33		-83.33
4460 · Remodel Fees	906.00	666.67		239.33
Total 4400 · Fees	906.00	1,499.99		-593.99
4510 · Grants	160.00			
4610 · Property Tax Receipts	6,231.72	0.00		6,231.72
4710 · Sewer Service Charges	86,517.77	0.00		86,517.77
4720 · Sewer Service Refunds, Customer	0.00	-2,500.00		2,500.00
4760 · Waste Collection Revenues	1,220.75	2,666.67		-1,445.92
Total Income	102,105.73	8,874.99		93,230.74
Gross Profit	102,105.73	8,874.99		93,230.74
Expense				
5000 · Administrative				
5190 · Bank Fees	1,304.51	500.00		804.51
5200 · Board of Directors				
5210 · Board Meetings	0.00	500.00		-500.00
5220 · Director Fees	0.00	833.33		-833.33
5230 · Election Expenses	0.00	625.00		-625.00
Total 5200 · Board of Directors	0.00	1,958.33		-1,958.33
5250 · Conference Attendance	0.00	833.33		-833.33
5270 · Information Systems	0.00	500.00		-500.00
5300 · Insurance				
5310 · Fidelity Bond	0.00	0.00		0.00
5320 · Property & Liability Insurance	13,171.63	13,000.00		171.63
Total 5300 · Insurance	13,171.63	13,000.00		171.63
5350 · LAFCO Assessment	0.00	258.33		-258.33
5400 · Legal				
5430 · General Legal	0.00	16,666.67		-16,666.67
Total 5400 · Legal	0.00	16,666.67		-16,666.67
5510 · Maintenance, Office	0.00	833.33		-833.33
5530 · Memberships	0.00	433.33		-433.33
5540 · Office Supplies	141.45	708.33		-566.88
5550 · Postage	0.00	166.67		-166.67
5560 · Printing & Publishing	340.58	375.00		-34.42

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

July 2024

	Jul 24	Sewer Budget	\$ Over Budget
5600 · Professional Services			
5610 · Accounting	0.00	3,333.33	-3,333.33
5620 · Audit	0.00	0.00	0.00
5630 · Consulting	1,429.83	4,354.17	-2,924.34
5640 · Data Services	0.00	850.00	-850.00
5650 · Labor & HR Support	213.50	250.00	-36.50
5660 · Payroll Services	95.39	100.00	-4.61
Total 5600 · Professional Services	1,738.72	8,887.50	-7,148.78
5710 · San Mateo Co. Tax Roll Charges	0.00	208.33	-208.33
5720 · Telephone & Internet	2,185.29	2,916.67	-731.38
5730 · Mileage Reimbursement	0.00	166.67	-166.67
5740 · Reference Materials	0.00	16.67	-16.67
5800 · Labor			
5810 · CalPERS 457 Deferred Plan	2,007.44	1,964.92	42.52
5820 · Employee Benefits	4,752.19	5,076.33	-324.14
5830 · Disability Insurance	159.57	184.25	-24.68
5840 · Payroll Taxes	2,203.35	2,181.67	21.68
5850 · PARS	1,902.94	2,026.83	-123.89
5900 · Wages			
5910 · Management	10,034.88	11,923.50	-1,888.62
5920 · Staff	17,857.93	16,281.58	1,576.35
5930 · Staff Certification	175.00	150.00	25.00
5940 · Staff Overtime	734.40	143.50	590.90
Total 5900 · Wages	28,802.21	28,498.58	303.63
5960 · Worker's Comp Insurance	0.00	0.00	0.00
Total 5800 · Labor	39,827.70	39,932.58	-104.88
Total 5000 · Administrative	58,709.88	88,361.74	-29,651.86
6000 · Operations			
6170 · Claims, Property Damage	0.00	833.33	-833.33
6195 · Education & Training	0.00	333.33	-333.33
6200 · Engineering			
6220 · General Engineering	7,855.00	3,333.33	4,521.67
Total 6200 · Engineering	7,855.00	3,333.33	4,521.67
6330 · Facilities			
6335 · Alarm Services	557.10	541.67	15.43
6337 · Landscaping	0.00	500.00	-500.00
Total 6330 · Facilities	557.10	1,041.67	-484.57
6400 · Pumping			
6410 · Pumping Fuel & Electricity	4,132.24	4,750.00	-617.76
6420 · Pumping Maintenance, Generators	52.64	833.33	-780.69
Total 6400 · Pumping	4,184.88	5,583.33	-1,398.45

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

July 2024

	Jul 24	Sewer Budget	\$ Over Budget
6600 · Collection/Transmission			
6660 · Maintenance, Collection System	0.00	833.33	-833.33
6665 · Meters - Sewer	0.00	6,250.00	-6,250.00
Total 6600 · Collection/Transmission	0.00	7,083.33	-7,083.33
6770 · Uniforms	0.00	16.67	-16.67
6800 · Vehicles			
6810 · Fuel	341.06	291.67	49.39
6820 · Truck Equipment, Expensed	776.12	41.67	734.45
6830 · Truck Repairs	0.00	83.33	-83.33
Total 6800 · Vehicles	1,117.18	416.67	700.51
6900 · Sewer Authority Midcoastside			
6910 · SAM Collections	19,764.58	19,764.58	0.00
6920 · SAM Operations	155,698.55	184,865.17	-29,166.62
6940 · SAM Maintenance, Collection Sys	0.00	3,750.00	-3,750.00
6950 · SAM Maintenance, Pumping	0.00	10,833.33	-10,833.33
6960 · SAM NDWSCP	0.00	1,500.00	-1,500.00
Total 6900 · Sewer Authority Midcoastside	175,463.13	220,713.08	-45,249.95
Total 6000 · Operations	189,177.29	239,354.74	-50,177.45
Total Expense	247,887.17	327,716.48	-79,829.31
Net Ordinary Income	-145,781.44	-318,841.49	173,060.05
Other Income/Expense			
Other Income			
7000 · Capital Account Revenues			
7100 · Connection Fees			
7110 · Connection Fees (New Constr)	0.00	17,500.00	-17,500.00
7120 · Connection Fees (Remodel)	0.00	5,000.00	-5,000.00
7152 · Connection Fee Refunds	0.00	-1,666.67	1,666.67
7153 · Add'l Fixture Units (New Const)	0.00	4,166.67	-4,166.67
7155 · Add'l Fixture Units (Remodel)	0.00	9,583.33	-9,583.33
7160 · PFP Pass Thru	-2,379.50		
Total 7100 · Connection Fees	-2,379.50	34,583.33	-36,962.83
7200 · Interest Income			
7205 · CAMP Interest Earnings	22,117.56		
7210 · LAIF Interest Earnings	76,123.17		
7200 · Interest Income - Other	0.00	13,333.33	-13,333.33
Total 7200 · Interest Income	98,240.73	13,333.33	84,907.40
Total 7000 · Capital Account Revenues	95,861.23	47,916.66	47,944.57
Total Other Income	95,861.23	47,916.66	47,944.57

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
 July 2024

	Jul 24	Sewer Budget	\$ Over Budget
Other Expense			
8000 · Capital Improvement Program			
8075 · Sewer	18,077.00	470,896.17	-452,819.17
Total 8000 · Capital Improvement Program	18,077.00	470,896.17	-452,819.17
9000 · Capital Account Expenses			
9125 · PNC Equipment Lease Interest	490.56	490.56	0.00
9200 · I-Bank Loan	9,093.41	9,093.00	0.41
Total 9000 · Capital Account Expenses	9,583.97	9,583.56	0.41
Total Other Expense	27,660.97	480,479.73	-452,818.76
Net Other Income	68,200.26	-432,563.07	500,763.33
Net Income	-77,581.18	-751,404.56	673,823.38

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

July 2024

	Jul 24	Water Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
4400 · Fees			
4410 · Administrative Fee (New Constr)	645.00	166.67	478.33
4420 · Administrative Fee (Remodel)	0.00	50.00	-50.00
4430 · Inspection Fee (New Constr)	611.00	166.67	444.33
Total 4400 · Fees	1,256.00	383.34	872.66
4510 · Grants	160.00		
4610 · Property Tax Receipts	6,231.70	0.00	6,231.70
4740 · Testing, Backflow	0.00	1,541.67	-1,541.67
4810 · Water Sales, Domestic	223,093.15	168,000.00	55,093.15
4850 · Water Sales Refunds, Customer	0.00	-1,333.33	1,333.33
Total Income	230,740.85	168,591.68	62,149.17
Gross Profit	230,740.85	168,591.68	62,149.17
Expense			
5000 · Administrative			
5190 · Bank Fees	1,304.49	500.00	804.49
5200 · Board of Directors			
5210 · Board Meetings	0.00	500.00	-500.00
5220 · Director Fees	0.00	833.33	-833.33
5230 · Election Expenses	0.00	833.33	-833.33
Total 5200 · Board of Directors	0.00	2,166.66	-2,166.66
5240 · CDPH Fees	0.00	1,666.67	-1,666.67
5250 · Conference Attendance	0.00	1,250.00	-1,250.00
5270 · Information Systems	0.00	541.67	-541.67
5300 · Insurance			
5310 · Fidelity Bond	0.00	0.00	0.00
5320 · Property & Liability Insurance	15,031.63	14,000.00	1,031.63
Total 5300 · Insurance	15,031.63	14,000.00	1,031.63
5350 · LAFCO Assessment	0.00	308.33	-308.33
5400 · Legal			
5430 · General Legal	0.00	6,250.00	-6,250.00
Total 5400 · Legal	0.00	6,250.00	-6,250.00
5510 · Maintenance, Office	149.30	833.33	-684.03
5530 · Memberships	501.00	2,083.33	-1,582.33
5540 · Office Supplies	141.43	666.67	-525.24
5550 · Postage	2,156.31	1,583.33	572.98
5560 · Printing & Publishing	340.58	833.33	-492.75

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

July 2024

	Jul 24	Water Budget	\$ Over Budget
5600 · Professional Services			
5610 · Accounting	0.00	3,333.33	-3,333.33
5620 · Audit	0.00	0.00	0.00
5630 · Consulting	1,429.82	4,166.67	-2,736.85
5640 · Data Services	0.00	1,000.00	-1,000.00
5650 · Labor & HR Support	213.50	250.00	-36.50
5660 · Payroll Services	95.39	100.00	-4.61
Total 5600 · Professional Services	1,738.71	8,850.00	-7,111.29
5710 · San Mateo Co. Tax Roll Charges	0.00	208.33	-208.33
5720 · Telephone & Internet	3,117.63	3,333.33	-215.70
5730 · Mileage Reimbursement	0.00	166.67	-166.67
5740 · Reference Materials	0.00	41.67	-41.67
5800 · Labor			
5810 · CalPERS 457 Deferred Plan	4,837.19	4,615.83	221.36
5820 · Employee Benefits	13,917.67	15,103.42	-1,185.75
5830 · Disability Insurance	340.32	484.58	-144.26
5840 · Payroll Taxes	5,542.88	5,738.17	-195.29
5850 · PARS	4,263.09	4,255.50	7.59
5900 · Wages			
5910 · Management	10,034.88	11,923.50	-1,888.62
5920 · Staff	53,447.36	47,392.00	6,055.36
5930 · Staff Certification	925.00	950.00	-25.00
5940 · Staff Overtime	6,400.57	5,097.92	1,302.65
5950 · Staff Standby	1,647.82	2,496.83	-849.01
Total 5900 · Wages	72,455.63	67,860.25	4,595.38
5960 · Worker's Comp Insurance	0.00	0.00	0.00
Total 5800 · Labor	101,356.78	98,057.75	3,299.03
Total 5000 · Administrative	125,837.86	143,341.07	-17,503.21
6000 · Operations			
6160 · Backflow Prevention	0.00	91.67	-91.67
6170 · Claims, Property Damage	0.00	833.33	-833.33
6180 · Communications			
6185 · SCADA Maintenance	0.00	1,250.00	-1,250.00
6180 · Communications - Other	0.00	0.00	0.00
Total 6180 · Communications	0.00	1,250.00	-1,250.00
6195 · Education & Training	59.00	666.67	-607.67
6200 · Engineering			
6220 · General Engineering	0.00	833.33	-833.33
6230 · Water Quality Engineering	8,340.00	16,666.67	-8,326.67
Total 6200 · Engineering	8,340.00	17,500.00	-9,160.00
6320 · Equipment & Tools, Expensed	136.80	833.33	-696.53

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

July 2024

	Jul 24	Water Budget		\$ Over Budget
6330 · Facilities				
6335 · Alarm Services	127.02	166.67		-39.65
6337 · Landscaping	860.00	1,500.00		-640.00
Total 6330 · Facilities	987.02	1,666.67		-679.65
6370 · Lab Supplies & Equipment	0.00	1,666.67		-1,666.67
6380 · Meter Reading	0.00	41.67		-41.67
6400 · Pumping				
6410 · Pumping Fuel & Electricity	4,132.24	8,750.00		-4,617.76
6420 · Pumping Maintenance, Generators	59.28	2,083.33		-2,024.05
6430 · Pumping Maintenance, General	0.00	166.67		-166.67
6440 · Pumping Equipment, Expensed	0.00	41.67		-41.67
Total 6400 · Pumping	4,191.52	11,041.67		-6,850.15
6500 · Supply				
6510 · Maintenance, Raw Water Mains	0.00	83.33		-83.33
6520 · Maintenance, Wells	696.59	1,666.67		-970.08
6530 · Water Purchases	0.00	4,166.67		-4,166.67
Total 6500 · Supply	696.59	5,916.67		-5,220.08
6600 · Collection/Transmission				
6610 · Hydrants	0.00	416.67		-416.67
6620 · Maintenance, Water Mains	0.00	6,250.00		-6,250.00
6630 · Maintenance, Water Svc Lines	0.00	833.33		-833.33
6640 · Maintenance, Tanks	0.00	416.67		-416.67
6650 · Maint., Distribution General	0.00	1,250.00		-1,250.00
6670 · Meters - Water	0.00	6,250.00		-6,250.00
Total 6600 · Collection/Transmission	0.00	15,416.67		-15,416.67
6700 · Treatment				
6710 · Chemicals & Filtering	1,323.27	5,000.00		-3,676.73
6720 · Maintenance, Treatment Equip.	5,664.42	1,250.00		4,414.42
6730 · Treatment Analysis	0.00	2,916.67		-2,916.67
Total 6700 · Treatment	6,987.69	9,166.67		-2,178.98
6770 · Uniforms	0.00	291.67		-291.67
6800 · Vehicles				
6810 · Fuel	1,023.16	1,000.00		23.16
6820 · Truck Equipment, Expensed	2,328.37	166.67		2,161.70
6830 · Truck Repairs	0.00	416.67		-416.67
Total 6800 · Vehicles	3,351.53	1,583.34		1,768.19
Total 6000 · Operations	24,750.15	67,966.70		-43,216.55
Total Expense	150,588.01	211,307.77		-60,719.76
Net Ordinary Income	80,152.84	-42,716.09		122,868.93

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

July 2024

	Jul 24	Water Budget	\$ Over Budget
Other Income/Expense			
Other Income			
7000 · Capital Account Revenues			
7100 · Connection Fees			
7110 · Connection Fees (New Constr)	0.00	18,333.33	-18,333.33
7120 · Connection Fees (Remodel)	0.00	4,583.33	-4,583.33
7130 · Conn. Fees, PFP (New Constr)	0.00	15,833.33	-15,833.33
7152 · Connection Fee Refunds	-20,815.00		
7157 · Fixture Fee Refunds	-18,922.00	-4,166.67	-14,755.33
7160 · PFP Pass Thru	-2,364.00		
7165 · Meter Pass Thru Costs	1,523.06		
Total 7100 · Connection Fees	-40,577.94	34,583.32	-75,161.26
7250 · CAMP Interest Income	24,757.50	16,666.67	8,090.83
7600 · Bond Revenues, G.O.	16,620.75	99,615.08	-82,994.33
7650 · Water System Reliability	24,352.79	98,179.00	-73,826.21
Total 7000 · Capital Account Revenues	25,153.10	249,044.07	-223,890.97
Total Other Income	25,153.10	249,044.07	-223,890.97
Other Expense			
8000 · Capital Improvement Program			
8100 · Water	9,257.50	301,250.00	-291,992.50
Total 8000 · Capital Improvement Program	9,257.50	301,250.00	-291,992.50
9000 · Capital Account Expenses			
9100 · Interest Expense - GO Bonds	0.00	24,523.72	-24,523.72
9125 · PNC Equipment Lease Interest	490.56	490.56	0.00
9150 · SRF Loan	0.00	0.00	0.00
9210 · Conservation Program/Rebates	0.00	250.00	-250.00
Total 9000 · Capital Account Expenses	490.56	25,264.28	-24,773.72
Total Other Expense	9,748.06	326,514.28	-316,766.22
Net Other Income	15,405.04	-77,470.21	92,875.25
Net Income	95,557.88	-120,186.30	215,744.18

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Accrual Basis

Montara Water & Sanitary District
Funds Balance Sheet
As of July 31, 2024

	Sewer	Water
ASSETS		
Current Assets		
Checking/Savings		
Sewer - Bank Accounts		
Wells Fargo Operating - Sewer	4,987,314.76	0.00
CAMP Investment Fund 4021-002		
Capital Reserve	3,254,660.68	0.00
Operating Reserve	1,904,035.00	0.00
Total CAMP Investment Fund 4021-002	5,158,695.68	0.00
LAIF Investment Fund		
Capital Reserve	86,701.29	0.00
Total LAIF Investment Fund	86,701.29	0.00
Total Sewer - Bank Accounts	10,232,711.73	0.00
Water - Bank Accounts		
CAMP Investment Fund 4021-001		
Capital Reserve	0.00	4,190,939.53
Operating Reserve	0.00	1,213,174.00
Total CAMP Investment Fund 4021-001	0.00	5,404,113.53
Wells Fargo Operating - Water	0.00	100,511.10
Restricted Cash		
2020 GO Bonds Fund - Chase	0.00	1,166,356.59
Total Restricted Cash	0.00	1,166,356.59
Total Water - Bank Accounts	0.00	6,670,981.22
Total Checking/Savings	10,232,711.73	6,670,981.22
Accounts Receivable		
Sewer - Accounts Receivable		
Lease Receivable	148,905.00	0.00
Accounts Receivable	-3,666.76	0.00
Sewer - Accounts Receivable - Other	-10,061.79	0.00
Total Sewer - Accounts Receivable	135,176.45	0.00
Water - Accounts Receivable		
Accounts Receivable	0.00	30,186.03
Accounts Rec. - Backflow	0.00	26,975.11
Accounts Rec. - Water Residents	0.00	209,735.18
Unbilled Water Receivables	0.00	243,766.73
Total Water - Accounts Receivable	0.00	510,663.05
Total Accounts Receivable	135,176.45	510,663.05
Other Current Assets		
Maint/Parts Inventory	0.00	42,656.32
Total Other Current Assets	0.00	42,656.32
Total Current Assets	10,367,888.18	7,224,300.59
Fixed Assets		
Sewer - Fixed Assets		
General Plant	9,149,397.80	0.00
Land	5,000.00	0.00
Other Capital Improv.		
Sewer-Original Cost	685,599.18	0.00
Other Cap. Improv.	2,564,810.39	0.00
Total Other Capital Improv.	3,250,409.57	0.00

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Accrual Basis

Montara Water & Sanitary District
Funds Balance Sheet
As of July 31, 2024

<u>TOTAL</u>
4,987,314.76
3,254,660.68
<u>1,904,035.00</u>
5,158,695.68
86,701.29
<u>86,701.29</u>
10,232,711.73
4,190,939.53
<u>1,213,174.00</u>
5,404,113.53
100,511.10
1,166,356.59
<u>1,166,356.59</u>
6,670,981.22
16,903,692.95
148,905.00
-3,666.76
<u>-10,061.79</u>
135,176.45
30,186.03
26,975.11
209,735.18
<u>243,766.73</u>
510,663.05
645,839.50
42,656.32
<u>42,656.32</u>
17,592,188.77
9,149,397.80
5,000.00
685,599.18
<u>2,564,810.39</u>
3,250,409.57

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Accrual Basis

Montara Water & Sanitary District
Funds Balance Sheet
As of July 31, 2024

Seal Cove Collection System	995,505.00	0.00
Sewage Collection Facility		
Collection Facility - Org. Cost	1,349,064.00	0.00
Collection Facility - Other	3,991,243.33	0.00
	<hr/>	<hr/>
Total Sewage Collection Facility	5,340,307.33	0.00
Treatment Facility	244,539.84	0.00
Accumulated Depreciation	-10,872,874.00	0.00
	<hr/>	<hr/>
Total Sewer - Fixed Assets	8,112,285.54	0.00
Water - Fixed Assets		
General Plant	0.00	29,787,721.97
Land & Easements	0.00	734,500.00
Surface Water Rights	0.00	300,000.00
Water Meters	0.00	1,058,985.00
Fixed Assets - Other	0.00	48,171.78
Accumulated Depreciation	0.00	-15,809,611.00
	<hr/>	<hr/>
Total Water - Fixed Assets	0.00	16,119,767.75
Total Fixed Assets	8,112,285.54	16,119,767.75
Other Assets		
Sewer - Other Assets		
Def'd Amts Related to Pensions	113,218.00	0.00
Joint Power Authority		
SAM - Orig Collection Facility	981,592.00	0.00
SAM - Expansion	1,705,955.08	0.00
	<hr/>	<hr/>
Total Joint Power Authority	2,687,547.08	0.00
Total Sewer - Other Assets	2,800,765.08	0.00
Water - Other Assets		
Def'd Amts Related to Pensions	0.00	252,003.00
Due from Sewer	0.00	1,391,848.36
	<hr/>	<hr/>
Total Water - Other Assets	0.00	1,643,851.36
Total Other Assets	2,800,765.08	1,643,851.36
TOTAL ASSETS	<u>21,280,938.80</u>	<u>24,987,919.70</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable - Sewer	931,572.51	0.00
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Total Accounts Payable	931,572.51	0.00
Other Current Liabilities		
Water - Net Pension Liability	0.00	28,173.00
Sewer - Net Pension Liability	12,658.00	0.00
Sewer - Current Liabilities		
Accrued Vacations	10,926.30	0.00
Deposits Payable	33,041.89	0.00
I-Bank Loan - Current	-34,780.57	0.00
PNC Equip. Loan - S/T	-6,804.44	0.00
	<hr/>	<hr/>
Total Sewer - Current Liabilities	2,383.18	0.00
Water - Current Liabilities		
Accrued Vacations	0.00	20,027.78
Construction Deposits Payable	0.00	-589.09
Deposits Payable	0.00	-83,668.71
PFP Water Deposits	0.00	4,302.50
PNC Equip. Loan - S/T	0.00	-6,804.44
Temporary Construction Meter	0.00	42,333.82
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Total Water - Current Liabilities	0.00	-24,398.14

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Accrual Basis

Montara Water & Sanitary District
Funds Balance Sheet
As of July 31, 2024

995,505.00
1,349,064.00
3,991,243.33
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734,500.00
300,000.00
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-15,809,611.00
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<u>46,268,858.50</u>
931,572.51
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28,173.00
12,658.00
10,926.30
33,041.89
-34,780.57
-6,804.44
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2,383.18
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-83,668.71
4,302.50
-6,804.44
42,333.82
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-24,398.14

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Accrual Basis

Montara Water & Sanitary District
Funds Balance Sheet
As of July 31, 2024

Payroll Liabilities		
Employee Benefits Payable	21,781.56	0.00
Total Payroll Liabilities	<u>21,781.56</u>	<u>0.00</u>
Total Other Current Liabilities	<u>36,822.74</u>	<u>3,774.86</u>
Total Current Liabilities	968,395.25	3,774.86
Long Term Liabilities		
Sewer - Long Term Liabilities		
Deferred Inflows (Sewer Leases)	141,496.00	0.00
Due to Water Fund	1,391,848.36	0.00
Accrued Vacations	29,339.03	0.00
I-Bank Loan	596,289.45	0.00
PNC Equip. Loan - L/T	199,511.05	0.00
Total Sewer - Long Term Liabilities	<u>2,358,483.89</u>	<u>0.00</u>
Water - Long Term Liabilities		
2020 GO Bonds	0.00	4,302,407.38
Accrued Vacations	0.00	37,678.17
PNC Equip. Loan - L/T	0.00	199,511.11
SRF Loan Payable - X109	0.00	2,333,514.62
Total Water - Long Term Liabilities	<u>0.00</u>	<u>6,873,111.28</u>
Deferred Inflows (Pensions)		
Sewer	8,715.00	0.00
Water	0.00	19,399.00
Total Deferred Inflows (Pensions)	<u>8,715.00</u>	<u>19,399.00</u>
Total Long Term Liabilities	<u>2,367,198.89</u>	<u>6,892,510.28</u>
Total Liabilities	3,335,594.14	6,896,285.14
Equity		
Sewer - Equity Accounts		
Capital Assets Net	3,408,252.20	0.00
Fund Balance - Unrestricted	8,793,316.07	0.00
Retained Earnings	-124,009.91	0.00
Total Sewer - Equity Accounts	<u>12,077,558.36</u>	<u>0.00</u>
Water - Equity Accounts		
Capital Assets Net	0.00	2,868,858.70
Restricted Debt Service	0.00	1,384,997.90
Unrestricted	0.00	-1,562,801.59
Retained Earnings	0.00	124,009.91
Total Water - Equity Accounts	<u>0.00</u>	<u>2,815,064.92</u>
Equity Adjustment Account	5,945,367.48	15,181,011.76
Net Income	-77,581.18	95,557.88
Total Equity	<u>17,945,344.66</u>	<u>18,091,634.56</u>
TOTAL LIABILITIES & EQUITY	<u><u>21,280,938.80</u></u>	<u><u>24,987,919.70</u></u>

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Accrual Basis

Montara Water & Sanitary District
Funds Balance Sheet
As of July 31, 2024

21,781.56

21,781.56

40,597.60

972,170.11

141,496.00
1,391,848.36
29,339.03
596,289.45
199,511.05

2,358,483.89

4,302,407.38
37,678.17
199,511.11
2,333,514.62

6,873,111.28

8,715.00
19,399.00

28,114.00

9,259,709.17

10,231,879.28

3,408,252.20
8,793,316.07
-124,009.91

12,077,558.36

2,868,858.70
1,384,997.90
-1,562,801.59
124,009.91

2,815,064.92
21,126,379.24
17,976.70

36,036,979.22

46,268,858.50

Montara Water Sanitary District
 Restricted Non Restricted Cash Assets
 July 2024 through June 2025

YTD Cash Information	July	August	September	October	November	December	January	February	March	April	May	June	Target Reserves	\$ Over (Under) Targets	% Over/(Under) Targets
Sewer - Operations															
Wells Fargo Operating	4,987,314.76														
<i>Sewer Reserve Accounts</i>															
<i>LAIF</i>															
Capital Reserve	86,701.29														
Operating Reserve	-														
Subtotal	86,701.29														
<i>CAMP</i>															
Capital Reserve	3,254,660.68														
Operating Reserve	1,904,035.00														
Subtotal	5,158,695.68														
Reserve Totals															
Capital Reserve	3,341,361.97												6,677,754.00	(3,336,392.03)	50%
Operating Reserve	1,904,035.00												1,904,035.00	-	100%
Total Reserves	5,245,396.97														
Water Operations															
Wells Fargo Operating	100,511.10														
Water - Reserve Accounts															
<i>CAMP - Reserve Funds</i>															
Capital Reserve	4,190,939.53												4,215,000.00	(24,060.47)	99%
Operating Reserve	1,213,174.00												1,213,174.00	-	100%
Subtotal	5,404,113.53														
Water - Restricted Accounts															
<i>JP Morgan Chase</i>															
2020 GO Bond Fund	1,166,356.59														
Subtotal	1,166,356.59	-	-	-	-	-	-	-	-	-	-	-			
Total Cash & Equivalents	16,903,692.95	-	-	-	-	-	-	-	-	-	-	-			

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
July 2024 through June 2025

												TOTAL				
	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense																
Income																
4220 · Cell Tower Lease	7,069.49												7,069.49	86,500.00	-79,430.51	8.17%
4400 · Fees																
4410 · Administrative Fee (New Constr)														4,000.00	-4,000.00	
4420 · Administrative Fee (Remodel)														1,000.00	-1,000.00	
4430 · Inspection Fee (New Constr)														4,000.00	-4,000.00	
4440 · Inspection Fee (Remodel)														1,000.00	-1,000.00	
4460 · Remodel Fees	906.00												906.00	8,000.00	-7,094.00	11.33%
Total 4400 · Fees	906.00												906.00	18,000.00	-17,094.00	5.03%
4510 · Grants	160.00												160.00			
4610 · Property Tax Receipts	6,231.72												6,231.72	400,000.00	-393,768.28	1.56%
4710 · Sewer Service Charges	86,517.77												86,517.77	4,071,594.00	-3,985,076.23	2.13%
4720 · Sewer Service Refunds, Customer														-30,000.00	30,000.00	
4760 · Waste Collection Revenues	1,220.75												1,220.75	32,000.00	-30,779.25	3.82%
Total Income	102,105.73												102,105.73	4,578,094.00	-4,475,988.27	2.23%
Gross Profit	102,105.73												102,105.73	4,578,094.00	-4,475,988.27	2.23%
Expense																
5000 · Administrative																
5190 · Bank Fees	1,304.51												1,304.51	6,000.00	-4,695.49	21.74%
5200 · Board of Directors																
5210 · Board Meetings														6,000.00	-6,000.00	
5220 · Director Fees														10,000.00	-10,000.00	
5230 · Election Expenses														7,500.00	-7,500.00	
Total 5200 · Board of Directors														23,500.00	-23,500.00	
5250 · Conference Attendance														10,000.00	-10,000.00	
5270 · Information Systems														6,000.00	-6,000.00	
5300 · Insurance																
5310 · Fidelity Bond														500.00	-500.00	
5320 · Property & Liability Insurance	13,171.63												13,171.63	13,000.00	171.63	101.32%
Total 5300 · Insurance	13,171.63												13,171.63	13,500.00	-328.37	97.57%
5350 · LAFCO Assessment														3,100.00	-3,100.00	
5400 · Legal																
5430 · General Legal														200,000.00	-200,000.00	

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
July 2024 through June 2025

												TOTAL				
	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Total 5400 · Legal														200,000.00	-200,000.00	
5510 · Maintenance, Office														10,000.00	-10,000.00	
5530 · Memberships														5,200.00	-5,200.00	
5540 · Office Supplies	141.45												141.45	8,500.00	-8,358.55	1.66%
5550 · Postage														2,000.00	-2,000.00	
5560 · Printing & Publishing	340.58												340.58	4,500.00	-4,159.42	7.57%
5600 · Professional Services																
5610 · Accounting														40,000.00	-40,000.00	
5620 · Audit														14,938.00	-14,938.00	
5630 · Consulting	1,429.83												1,429.83	52,250.00	-50,820.17	2.74%
5640 · Data Services														10,200.00	-10,200.00	
5650 · Labor & HR Support	213.50												213.50	3,000.00	-2,786.50	7.12%
5660 · Payroll Services	95.39												95.39	1,200.00	-1,104.61	7.95%
Total 5600 · Professional Services	1,738.72												1,738.72	121,588.00	-119,849.28	1.43%
5710 · San Mateo Co. Tax Roll Charges														2,500.00	-2,500.00	
5720 · Telephone & Internet	2,185.29												2,185.29	35,000.00	-32,814.71	6.24%
5730 · Mileage Reimbursement														2,000.00	-2,000.00	
5740 · Reference Materials														200.00	-200.00	
5800 · Labor																
5810 · CalPERS 457 Deferred Plan	2,007.44												2,007.44	23,579.00	-21,571.56	8.51%
5820 · Employee Benefits	4,752.19												4,752.19	60,916.00	-56,163.81	7.8%
5830 · Disability Insurance	159.57												159.57	2,211.00	-2,051.43	7.22%
5840 · Payroll Taxes	2,203.35												2,203.35	26,180.00	-23,976.65	8.42%
5850 · PARS	1,902.94												1,902.94	24,322.00	-22,419.06	7.82%
5900 · Wages																
5910 · Management	10,034.88												10,034.88	143,082.00	-133,047.12	7.01%
5920 · Staff	17,857.93												17,857.93	195,379.00	-177,521.07	9.14%
5930 · Staff Certification	175.00												175.00	1,800.00	-1,625.00	9.72%
5940 · Staff Overtime	734.40												734.40	1,722.00	-987.60	42.65%
Total 5900 · Wages	28,802.21												28,802.21	341,983.00	-313,180.79	8.42%
5960 · Worker's Comp Insurance														3,032.00	-3,032.00	
Total 5800 · Labor	39,827.70												39,827.70	482,223.00	-442,395.30	8.26%
Total 5000 · Administrative	58,709.88												58,709.88	935,811.00	-877,101.12	6.27%
6000 · Operations																

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
July 2024 through June 2025

													TOTAL			
	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
6170 · Claims, Property Damage														10,000.00	-10,000.00	
6195 · Education & Training														4,000.00	-4,000.00	
6200 · Engineering																
6220 · General Engineering	7,855.00												7,855.00	40,000.00	-32,145.00	19.64%
Total 6200 · Engineering	7,855.00												7,855.00	40,000.00	-32,145.00	19.64%
6330 · Facilities																
6335 · Alarm Services	557.10												557.10	6,500.00	-5,942.90	8.57%
6337 · Landscaping														6,000.00	-6,000.00	
Total 6330 · Facilities	557.10												557.10	12,500.00	-11,942.90	4.46%
6400 · Pumping																
6410 · Pumping Fuel & Electricity	4,132.24												4,132.24	57,000.00	-52,867.76	7.25%
6420 · Pumping Maintenance, Generators	52.64												52.64	10,000.00	-9,947.36	0.53%
Total 6400 · Pumping	4,184.88												4,184.88	67,000.00	-62,815.12	6.25%
6600 · Collection/Transmission																
6660 · Maintenance, Collection System														10,000.00	-10,000.00	
6665 · Meters - Sewer														75,000.00	-75,000.00	
Total 6600 · Collection/Transmission														85,000.00	-85,000.00	
6770 · Uniforms														200.00	-200.00	
6800 · Vehicles																
6810 · Fuel	341.06												341.06	3,500.00	-3,158.94	9.75%
6820 · Truck Equipment, Expensed	776.12												776.12	500.00	276.12	155.22%
6830 · Truck Repairs														1,000.00	-1,000.00	
Total 6800 · Vehicles	1,117.18												1,117.18	5,000.00	-3,882.82	22.34%
6900 · Sewer Authority Midcoastside																
6910 · SAM Collections	19,764.58												19,764.58	237,175.00	-217,410.42	8.33%
6920 · SAM Operations	155,698.55												155,698.55	2,218,382.00	-2,062,683.45	7.02%
6940 · SAM Maintenance, Collection Sys														45,000.00	-45,000.00	
6950 · SAM Maintenance, Pumping														130,000.00	-130,000.00	
6960 · SAM NDWSCP														18,000.00	-18,000.00	
Total 6900 · Sewer Authority Midcoastside	175,463.13												175,463.13	2,648,557.00	-2,473,093.87	6.63%
Total 6000 · Operations	189,177.29												189,177.29	2,872,257.00	-2,683,079.71	6.59%
Total Expense	247,887.17												247,887.17	3,808,068.00	-3,560,180.83	6.51%
Net Ordinary Income	-145,781.44												-145,781.44	770,026.00	-915,807.44	-18.93%
Other Income/Expense																

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
July 2024 through June 2025

												TOTAL				
	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Other Income																
7000 · Capital Account Revenues																
7100 · Connection Fees																
7110 · Connection Fees (New Constr)														210,000.00	-210,000.00	
7120 · Connection Fees (Remodel)														60,000.00	-60,000.00	
7152 · Connection Fee Refunds														-20,000.00	20,000.00	
7153 · Add'l Fixture Units (New Const)														50,000.00	-50,000.00	
7155 · Add'l Fixture Units (Remodel)														115,000.00	-115,000.00	
7160 · PFP Pass Thru	-2,379.50												-2,379.50			
Total 7100 · Connection Fees	-2,379.50												-2,379.50	415,000.00	-417,379.50	-0.57%
7200 · Interest Income - LAIF & CAMP	98,240.73												98,240.73	160,000.00	-61,759.27	61.4%
Total 7000 · Capital Account Revenues	95,861.23												95,861.23	575,000.00	-479,138.77	16.67%
Total Other Income	95,861.23												95,861.23	575,000.00	-479,138.77	16.67%
Other Expense																
8000 · Capital Improvement Program																
8075 · Sewer	18,077.00												18,077.00	5,650,754.00	-5,632,677.00	0.32%
8100 · Water																
Total 8000 · Capital Improvement Program	18,077.00												18,077.00	5,650,754.00	-5,632,677.00	0.32%
9000 · Capital Account Expenses																
9125 · PNC Equipment Lease Interest	490.56												490.56	4,761.00	-4,270.44	10.3%
9200 · I-Bank Loan	9,093.41												9,093.41	17,656.00	-8,562.59	51.5%
Total 9000 · Capital Account Expenses	9,583.97												9,583.97	22,417.00	-12,833.03	42.75%
Total Other Expense	27,660.97												27,660.97	5,673,171.00	-5,645,510.03	0.49%
Net Other Income	68,200.26												68,200.26	-5,098,171.00	5,166,371.26	-1.34%
Net Income	-77,581.18												-77,581.18	-4,328,145.00	4,250,563.82	1.79%

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
July 2024 through June 2025

	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	TOTAL				
													Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget	
Ordinary Income/Expense																	
Income																	
4400 · Fees																	
4410 · Administrative Fee (New Constr)	645.00												645.00	2,000.00	-1,355.00	32.25%	
4420 · Administrative Fee (Remodel)													600.00	-600.00			
4430 · Inspection Fee (New Constr)	611.00												611.00	2,000.00	-1,389.00	30.55%	
Total 4400 · Fees	1,256.00												1,256.00	4,600.00	-3,344.00	27.3%	
4510 · Grants	160.00												160.00				
4610 · Property Tax Receipts	6,231.70												6,231.70	400,000.00	-393,768.30	1.56%	
4740 · Testing, Backflow													18,500.00	-18,500.00			
4760 · Waste Collection Revenues																	
4810 · Water Sales, Domestic	223,093.15												223,093.15	2,016,000.00	-1,792,906.85	11.07%	
4850 · Water Sales Refunds, Customer													-16,000.00	16,000.00			
4990 · Other Revenue																	
Total Income	230,740.85												230,740.85	2,423,100.00	-2,192,359.15	9.52%	
Gross Profit	230,740.85												230,740.85	2,423,100.00	-2,192,359.15	9.52%	
Expense																	
5000 · Administrative																	
5190 · Bank Fees	1,304.49												1,304.49	6,000.00	-4,695.51	21.74%	
5200 · Board of Directors																	
5210 · Board Meetings														6,000.00	-6,000.00		
5220 · Director Fees														10,000.00	-10,000.00		
5230 · Election Expenses														10,000.00	-10,000.00		
Total 5200 · Board of Directors														26,000.00	-26,000.00		
5240 · CDPH Fees														20,000.00	-20,000.00		
5250 · Conference Attendance														15,000.00	-15,000.00		
5270 · Information Systems														6,500.00	-6,500.00		
5300 · Insurance																	
5310 · Fidelity Bond														500.00	-500.00		
5320 · Property & Liability Insurance	15,031.63												15,031.63	14,000.00	1,031.63	107.37%	
Total 5300 · Insurance	15,031.63												15,031.63	14,500.00	531.63	103.67%	
5350 · LAFCO Assessment														3,700.00	-3,700.00		
5400 · Legal																	
5430 · General Legal														75,000.00	-75,000.00		

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
July 2024 through June 2025

	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	TOTAL				
													Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget	
Total 5400 · Legal														75,000.00	-75,000.00		
5510 · Maintenance, Office	149.30													149.30	10,000.00	-9,850.70	1.49%
5530 · Memberships	501.00													501.00	25,000.00	-24,499.00	2.0%
5540 · Office Supplies	141.43													141.43	8,000.00	-7,858.57	1.77%
5550 · Postage	2,156.31													2,156.31	19,000.00	-16,843.69	11.35%
5560 · Printing & Publishing	340.58													340.58	10,000.00	-9,659.42	3.41%
5600 · Professional Services																	
5610 · Accounting															40,000.00	-40,000.00	
5620 · Audit															14,938.00	-14,938.00	
5630 · Consulting	1,429.82													1,429.82	50,000.00	-48,570.18	2.86%
5640 · Data Services															12,000.00	-12,000.00	
5650 · Labor & HR Support	213.50													213.50	3,000.00	-2,786.50	7.12%
5660 · Payroll Services	95.39													95.39	1,200.00	-1,104.61	7.95%
Total 5600 · Professional Services	1,738.71													1,738.71	121,138.00	-119,399.29	1.44%
5710 · San Mateo Co. Tax Roll Charges															2,500.00	-2,500.00	
5720 · Telephone & Internet	3,117.63													3,117.63	40,000.00	-36,882.37	7.79%
5730 · Mileage Reimbursement															2,000.00	-2,000.00	
5740 · Reference Materials															500.00	-500.00	
5800 · Labor																	
5810 · CalPERS 457 Deferred Plan	4,837.19													4,837.19	55,390.00	-50,552.81	8.73%
5820 · Employee Benefits	13,917.67													13,917.67	181,241.00	-167,323.33	7.68%
5830 · Disability Insurance	340.32													340.32	5,815.00	-5,474.68	5.85%
5840 · Payroll Taxes	5,542.88													5,542.88	68,858.00	-63,315.12	8.05%
5850 · PARS	4,263.09													4,263.09	51,066.00	-46,802.91	8.35%
5900 · Wages																	
5910 · Management	10,034.88													10,034.88	143,082.00	-133,047.12	7.01%
5920 · Staff	53,447.36													53,447.36	568,704.00	-515,256.64	9.4%
5930 · Staff Certification	925.00													925.00	11,400.00	-10,475.00	8.11%
5940 · Staff Overtime	6,400.57													6,400.57	61,175.00	-54,774.43	10.46%
5950 · Staff Standby	1,647.82													1,647.82	29,962.00	-28,314.18	5.5%
Total 5900 · Wages	72,455.63													72,455.63	814,323.00	-741,867.37	8.9%
5960 · Worker's Comp Insurance															29,218.00	-29,218.00	
Total 5800 · Labor	101,356.78													101,356.78	1,205,911.00	-1,104,554.22	8.41%
Total 5000 · Administrative	125,837.86													125,837.86	1,610,749.00	-1,484,911.14	7.81%

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
July 2024 through June 2025

												TOTAL				
	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
6000 · Operations																
6160 · Backflow Prevention														1,100.00	-1,100.00	
6170 · Claims, Property Damage														10,000.00	-10,000.00	
6180 · Communications																
6185 · SCADA Maintenance														15,000.00	-15,000.00	
6180 · Communications - Other																
Total 6180 · Communications														15,000.00	-15,000.00	
6195 · Education & Training	59.00											59.00	8,000.00	-7,941.00	0.74%	
6200 · Engineering																
6220 · General Engineering														10,000.00	-10,000.00	
6230 · Water Quality Engineering	8,340.00											8,340.00	200,000.00	-191,660.00	4.17%	
Total 6200 · Engineering	8,340.00											8,340.00	210,000.00	-201,660.00	3.97%	
6320 · Equipment & Tools, Expensed	136.80											136.80	10,000.00	-9,863.20	1.37%	
6330 · Facilities																
6335 · Alarm Services	127.02											127.02	2,000.00	-1,872.98	6.35%	
6337 · Landscaping	860.00											860.00	18,000.00	-17,140.00	4.78%	
6330 · Facilities - Other																
Total 6330 · Facilities	987.02											987.02	20,000.00	-19,012.98	4.94%	
6370 · Lab Supplies & Equipment														20,000.00	-20,000.00	
6380 · Meter Reading														500.00	-500.00	
6400 · Pumping																
6410 · Pumping Fuel & Electricity	4,132.24											4,132.24	105,000.00	-100,867.76	3.94%	
6420 · Pumping Maintenance, Generators	59.28											59.28	25,000.00	-24,940.72	0.24%	
6430 · Pumping Maintenance, General														2,000.00	-2,000.00	
6440 · Pumping Equipment, Expensed														500.00	-500.00	
Total 6400 · Pumping	4,191.52											4,191.52	132,500.00	-128,308.48	3.16%	
6500 · Supply																
6510 · Maintenance, Raw Water Mains														1,000.00	-1,000.00	
6520 · Maintenance, Wells	696.59											696.59	20,000.00	-19,303.41	3.48%	
6530 · Water Purchases														50,000.00	-50,000.00	
Total 6500 · Supply	696.59											696.59	71,000.00	-70,303.41	0.98%	
6600 · Collection/Transmission																
6610 · Hydrants														5,000.00	-5,000.00	
6620 · Maintenance, Water Mains														75,000.00	-75,000.00	

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
July 2024 through June 2025

												TOTAL				
	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
6630 · Maintenance, Water Svc Lines														10,000.00	-10,000.00	
6640 · Maintenance, Tanks														5,000.00	-5,000.00	
6650 · Maint., Distribution General														15,000.00	-15,000.00	
6670 · Meters - Water														75,000.00	-75,000.00	
Total 6600 · Collection/Transmission														185,000.00	-185,000.00	
6700 · Treatment																
6710 · Chemicals & Filtering	1,323.27												1,323.27	60,000.00	-58,676.73	2.21%
6720 · Maintenance, Treatment Equip.	5,664.42												5,664.42	15,000.00	-9,335.58	37.76%
6730 · Treatment Analysis														35,000.00	-35,000.00	
Total 6700 · Treatment	6,987.69												6,987.69	110,000.00	-103,012.31	6.35%
6770 · Uniforms														3,500.00	-3,500.00	
6800 · Vehicles																
6810 · Fuel	1,023.16												1,023.16	12,000.00	-10,976.84	8.53%
6820 · Truck Equipment, Expensed	2,328.37												2,328.37	2,000.00	328.37	116.42%
6830 · Truck Repairs														5,000.00	-5,000.00	
Total 6800 · Vehicles	3,351.53												3,351.53	19,000.00	-15,648.47	17.64%
Total 6000 · Operations	24,750.15												24,750.15	815,600.00	-790,849.85	3.04%
Total Expense	150,588.01												150,588.01	2,426,349.00	-2,275,760.99	6.21%
Net Ordinary Income	80,152.84												80,152.84	-3,249.00	83,401.84	-2,467.0%
Other Income/Expense																
Other Income																
7000 · Capital Account Revenues																
7100 · Connection Fees																
7110 · Connection Fees (New Constr)														220,000.00	-220,000.00	
7120 · Connection Fees (Remodel)														55,000.00	-55,000.00	
7130 · Conn. Fees, PFP (New Constr)														190,000.00	-190,000.00	
7152 · Connection Fee Refunds	-20,815.00												-20,815.00			
7157 · Fixture Fee Refunds	-18,922.00												-18,922.00	-50,000.00	31,078.00	37.84%
7160 · PFP Pass Thru	-2,364.00												-2,364.00			
7165 · Meter Pass Thru Costs	1,523.06												1,523.06			
Total 7100 · Connection Fees	-40,577.94												-40,577.94	415,000.00	-455,577.94	-9.78%
7250 · CAMP Interest Income	24,757.50												24,757.50	200,000.00	-175,242.50	12.38%
7600 · Bond Revenues, G.O.	16,620.75												16,620.75	1,195,381.00	-1,178,760.25	1.39%
7650 · Water System Reliability	24,352.79												24,352.79	1,178,148.00	-1,153,795.21	2.07%

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
 July 2024 through June 2025

	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	TOTAL			
													Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Total 7000 · Capital Account Revenues	25,153.10												25,153.10	2,988,529.00	-2,963,375.90	0.84%
Total Other Income	25,153.10												25,153.10	2,988,529.00	-2,963,375.90	0.84%
Other Expense																
8000 · Capital Improvement Program																
8100 · Water	9,257.50												9,257.50	3,615,000.00	-3,605,742.50	0.26%
Total 8000 · Capital Improvement Program	9,257.50												9,257.50	3,615,000.00	-3,605,742.50	0.26%
9000 · Capital Account Expenses																
9100 · Interest Expense - GO Bonds														46,384.00	-46,384.00	
9125 · PNC Equipment Lease Interest	490.56												490.56	4,761.00	-4,270.44	10.3%
9150 · SRF Loan														52,216.00	-52,216.00	
9210 · Conservation Program/Rebates														3,000.00	-3,000.00	
Total 9000 · Capital Account Expenses	490.56												490.56	106,361.00	-105,870.44	0.46%
Total Other Expense	9,748.06												9,748.06	3,721,361.00	-3,711,612.94	0.26%
Net Other Income	15,405.04												15,405.04	-732,832.00	748,237.04	-2.1%
Net Income	95,557.88												95,557.88	-736,081.00	831,638.88	-12.98%

Montara Water Sanitary District Check Detail

August 29 - 30, 2024

Date	Num	Name	Paid Amount	
Warrants List for the Board of Directors Consent Agenda on 9/5/2024				
SPLIT				
08/12/2024	14914	Cintas	-194.21	PAID
08/12/2024	14915	Cruzio Internet	-104.95	PAID
08/15/2024	14925	KBA Document Solutions	-130.16	PAID
08/15/2024	14926	PARS	-895.54	PAID
08/22/2024	14928	Coastside Tree Service	-3,000.00	PAID
08/22/2024	14929	Lingo	-3,937.78	PAID
08/22/2024	14930	Pacific Gas & Electric	-7,959.95	PAID
08/22/2024	14933	San Mateo County Environmental Health Fee	-249.00	PAID
08/29/2024	14950	A-B Communications	-180.03	
08/29/2024	14951	Comcast	-357.87	
08/29/2024	14952	Fitzgerald Law Offices	-13,671.55	
08/29/2024	14953	KBA Document Solutions	-21.90	
08/29/2024	14949	Laura Burtness & Dudley Hughes	-1,162.25	
08/29/2024	14954	Medical Air Services Association	-152.00	
08/29/2024	14955	Medical Air Services Association	-152.00	
08/29/2024	14957	ODP Business Solutions	-114.32	
08/29/2024	14964	Standard Insurance Co.	-499.89	

Montara Water Sanitary District Check Detail

August 29 - 30, 2024

Date	Num	Name	Paid Amount	
WATER				
08/12/2024	14913	BSK Lab	-2,249.00	PAID
08/12/2024	14917	Hach Company	-5,932.00	PAID
08/12/2024	14918	Mossa Excavation	-4,234.93	PAID
08/12/2024	14920	San Mateo County Environmental Health Fee	-249.00	PAID
08/12/2024	14923	San Mateo County Environmental Health Fee	-492.00	PAID
08/12/2024	14921	USA Blue Book	-966.71	PAID
08/22/2024	14927	AT&T Mobility	-836.32	PAID
08/22/2024	14931	San Mateo County Environmental Health Fee	-179.28	PAID
08/22/2024	14932	San Mateo County Environmental Health Fee	-531.36	PAID
08/22/2024	14934	San Mateo County Environmental Health Fee	-179.28	PAID
08/22/2024	14935	San Mateo County Environmental Health Fee	-531.36	PAID
08/22/2024	14942	San Mateo County Environmental Health Fee	-249.00	PAID
08/22/2024	14943	San Mateo County Environmental Health Fee	-502.00	PAID
08/22/2024	14944	San Mateo County Environmental Health Fee	-502.00	PAID
08/22/2024	14945	San Mateo County Environmental Health Fee	-531.36	PAID
08/22/2024	14946	San Mateo County Environmental Health Fee	-268.92	PAID
08/29/2024	14958	Pacific Gas & Electric	-1,956.40	
08/30/2024	14965	Wells Fargo Remittance	-4,527.43	

Montara Water Sanitary District Check Detail

August 29 - 30, 2024


Date	Num	Name	Paid Amount	
SEWER				
08/12/2024	14916	Engineering Data Services	-9,508.05	PAID
08/15/2024	14924	Hue & Cry Security Systems, Inc.	-430.08	PAID
08/12/2024	14919	San Mateo County Environmental Health Fee	-166.00	PAID
08/12/2024	14922	San Mateo County Environmental Health Fee	-492.00	PAID
08/22/2024	14936	San Mateo County Environmental Health Fee	-268.92	PAID
08/22/2024	14937	San Mateo County Environmental Health Fee	-531.36	PAID
08/22/2024	14938	San Mateo County Environmental Health Fee	-179.28	PAID
08/22/2024	14939	San Mateo County Environmental Health Fee	-531.36	PAID
08/22/2024	14940	San Mateo County Environmental Health Fee	-268.92	PAID
08/22/2024	14941	San Mateo County Environmental Health Fee	-531.36	PAID
08/29/2024	14947	COMERAGH LLC	-2,944.32	
08/29/2024	14948	David Morris	-11,961.30	
08/29/2024	14956	Nute Engineering	-13,688.50	
08/29/2024	14959	Recology of the Coastside/Calrecycle	-911.63	
08/29/2024	14960	Recology of the Coastside/Calrecycle	-14,400.00	
08/29/2024	14961	Sewer Authority Mid-Coastside	-5,379.66	
08/29/2024	14962	Sewer Authority Mid-Coastside	-155,698.55	
08/29/2024	14963	Sewer Authority Mid-Coastside	-19,764.58	



MONTARA WATER AND SANITARY DISTRICT AGENDA

Prepared for the Meeting Of: **September 5, 2024**

TO: BOARD OF DIRECTORS

FROM: Clemens H. Heldmaier, General Manager 

SUBJECT: SAM Flow Report for July 2024

The July reports have not been approved by the SAM Board.


It will be submitted when it becomes available.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: September 5, 2024

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

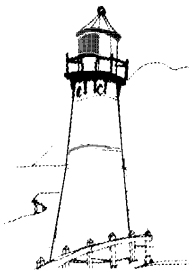
SUBJECT: Review of Current Investment Portfolio

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 some of its idle sewer funds deposited in the State of California's Local Agency Investment Fund (LAIF). The Monthly Average interest rate for July 2024 was 4.516%.
- The District has most of its idle sewer funds and all water funds deposited in the California Asset Management Program (CAMP). The current 7 day yield for 8/28/24 was 5.41%.
- The District has one checking account with Wells Fargo Bank for Water and Sewer Funds that is largely backed by Federal securities.

RECOMMENDATION:

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



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 5, 2024**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

SUBJECT: Connection Permit Applications Received

As of September 5, 2024 the following new **Sewer Connection Permit** application was received since the last report:

Date of Application	Property Owner	Site Address	Home Size

As of September 5, 2024 the following new **Water (Private Fire Sprinkler) Connection Permit** application was received since the last report:

Date of Application	Property Owner	Site Address	Home Size

As of September 5, 2024 the following new **Water Connection Permit** application was received since the last report:

Date of App.	Property Owner	Site Address	Home Size	Type of Connection

RECOMMENDATION:


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



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of September 5th, 2024

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

SUBJECT: Monthly Water Production Report

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

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

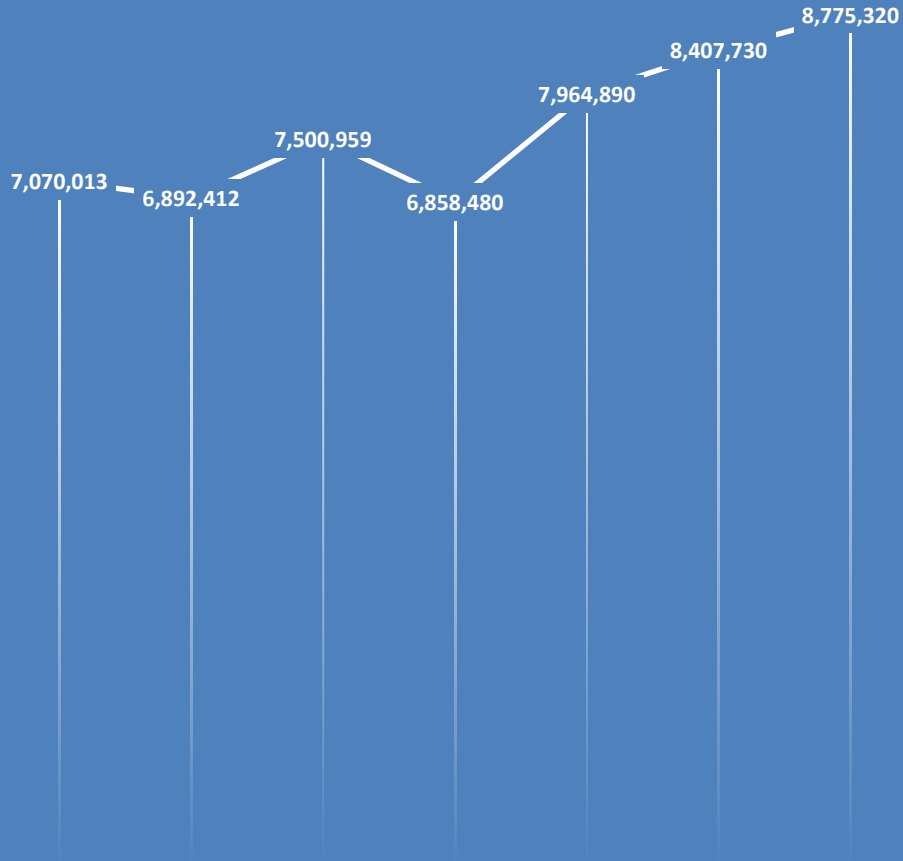
RECOMMENDATION:

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

Attachments: 2

TOTAL PRODUCTION 2024 (GALLONS)

GALLONS



	January	February	March	April	May	June	July	August	September	October	November	December
Total Production (Gallons)	7,070,013	6,892,412	7,500,959	6,858,480	7,964,890	8,407,730	8,775,320					

MONTH



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting of September 5th, 2024

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

SUBJECT: Rain Report

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

RECOMMENDATION:

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

Attachments: 2

Annual Cumulative Rainfall

Cumulative Rainfall by Water Year



Monthly Cumulative Rainfall

Monthly Rainfall for Current Water Year





MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: September 5th, 2024

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

SUBJECT: Monthly Solar Energy Report

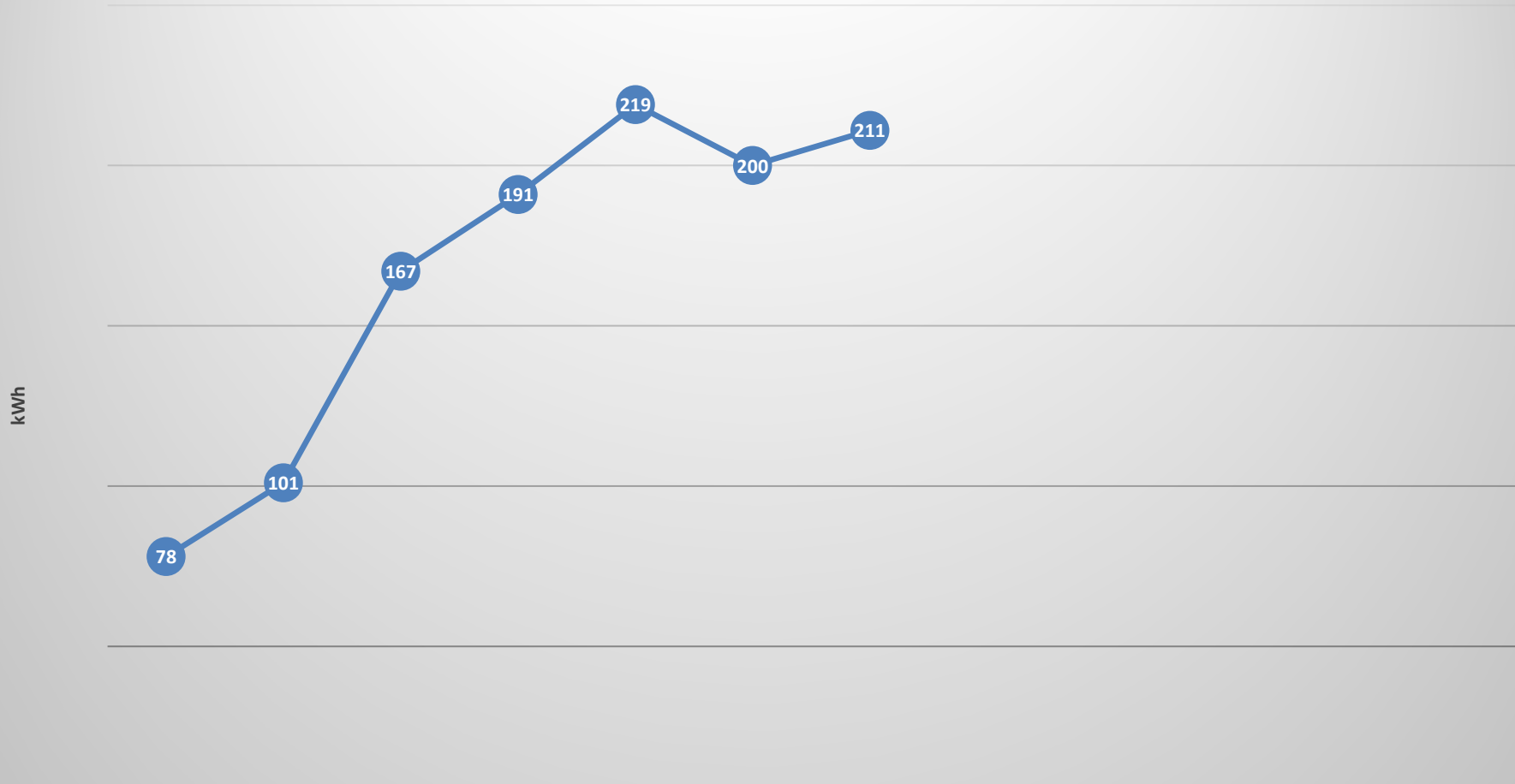
The attached chart summarizes the monthly solar production at the Alta Vista Array. Since the installation of the solar panels the District produced 52,249kWh and saved 88,823 lbs of CO₂.

RECOMMENDATION:

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

Attachments: 1

SOLAR ENERGY PRODUCED IN 2024 (kWh)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
total kWh	78	101	167	191	219	200	211					



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of **September 5, 2024**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Monthly Public Agency Retirement
Service Report for June 2024.**

The District has received the monthly PARS report for June 2024.

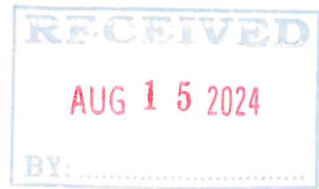
Contributions are calculated on a bi-weekly basis, and contributions are made on a monthly basis.

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

RECOMMENDATION:

This is for Board information only.

Attachment



**Montara Water and Sanitary Dist
Retirement Enhancement Plan**

**Monthly Account Report for the Period
6/1/2024 to 6/30/2024**

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

Plan ID: P7-REP15A

Account Summary

Source	Beginning Balance as of 6/1/2024	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2024
Contributions	\$1,598,915.39	\$12,526.34	\$21,017.04	\$761.48	\$1,185.50	\$0.00	\$1,630,511.79
TOTAL	\$1,598,915.39	\$12,526.34	\$21,017.04	\$761.48	\$1,185.50	\$0.00	\$1,630,511.79

Investment Selection

PARS Capital Appreciation - Index

Investment Objective

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

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
GENERAL	0%	0.03%	12.48%	2.85%	7.73%	-	03/08/16

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

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

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

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



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 5, 2023**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Review and Possible Action Concerning
Approval of Purchase Contract for Vacant Lot
Located on Grant Road, Montara**

District staff was contacted by Judy Mantel, owner of an undeveloped vacant lot located at the corner of Grant and Sunshine Valley Roads (APN 036-254-050) to inquire whether the District would be interested in purchasing the parcel. The property is in the Portola Zone and could be a potential well site. It is fairly close to existing Portola 3 and 4 Wells and could be a substitute should either or both wells become inoperable. The lot size is .20 acres or 9,106 square feet.

Staff and owner negotiated a purchase price of \$15,000, subject to the negotiated terms of a purchase and sale agreement (attached). Contingent on the purchase is a due diligence period for the District to conduct an inspection and investigation of the property, including title conditions. The District plans to conduct thorough physical site investigation as well as taking soils samples to exclude any potential contamination.

The transaction is being handled by local realtor Steve Hyman, who will represent both parties. Mr. Hyman is of the opinion that the purchase price is fair and reasonable, given the nature and characteristics of the property and its intended use.

RECOMMENDATION:

Adopt Resolution No._____, RESOLUTION OF THE BOARD OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING THE PURCHASE OF REAL PROPERTY AND AUTHORIZING



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 5, 2023**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

GENERAL MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND CERTIFICATE OF ACCEPTANCE OF GRANT DEED

ATTACHMENTS:

1. Resolution
2. Draft Purchase and Sale Agreement between the Judy Mantel and the Montara Water and Sanitary District

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING THE PURCHASE OF REAL PROPERTY AND AUTHORIZING GENERAL MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND CERTIFICATE OF ACCEPTANCE OF GRANT DEED

WHEREAS, Montara Water and Sanitary District (“District”) is a public agency formed as a special district and authorized under California law, by a special election of August 11, 1992 and MWSD Resolution 978 to exercise all powers of a county water district, including the power to purchase real property for water supply and other useful purposes; and,

WHEREAS, MWSD has identified a property owned by Judy Mantel located at Grant and Sunshine Valley Roads (San Mateo County APN 036-254-050) in Montara, California (the “Property”) and desires to purchase the Property; and

WHEREAS, in order to assist the District in such purchase, District staff has recommended utilizing the services of a qualified real estate broker, Steve Hyman (CA DRE# 01148024), and this Board desires to retain said real estate broker for the purposes set forth herein who is willing and qualified to furnish such services;

WHEREAS, the District and the Property owner have negotiated a purchase and sale agreement for \$15,000, under specific terms and conditions of the agreement; and

WHEREAS, the District’s purchase of the Property is exempt from a determination of general plan consistency pursuant to Government Code Section 53091 (*Lawler v. City of Redding*, 7 Cal.App.4th 778, 783-84 (Cal. Ct. App. 1992); and

WHEREAS, the proposed purchase of the Property is being undertaken without plans for any specific use or development at this time and, therefore, the mere change in title ownership does not constitute a project for which CEQA compliance is required.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING THE PURCHASE OF REAL PROPERTY AND AUTHORIZING GENERAL MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND CERTIFICATE OF ACCEPTANCE OF GRANT DEED

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

1. The foregoing recitals are hereby adopted as true and correct.
2. The Board hereby approves the purchase of the Property and authorizes the District General Manager to execute a purchase and sale agreement for \$15,000, and to take all other actions reasonable necessary to effectuate said agreement based on the recommendation of the qualified real estate broker as necessary or appropriate, and to execute a Certificate of Acceptance of a grant deed for the conveyance of the property interests on behalf of the District and the Board.
3. The execution of a purchase and sale agreement and conveyance of title to real property is an activity that does not in itself have adverse environmental consequences and, therefore, is not subject to CEQA (CEQA Guideline, Section 15061(b)(3)).

President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

* * * *

I HEREBY CERTIFY that the foregoing Resolution No. _____ duly and regularly adopted and passed by the Board of the Montara

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF THE MONTARA WATER AND
SANITARY DISTRICT APPROVING THE PURCHASE OF REAL
PROPERTY AND AUTHORIZING GENERAL MANAGER TO
EXECUTE A PURCHASE AND SALE AGREEMENT AND
CERTIFICATE OF ACCEPTANCE OF GRANT DEED

Water and Sanitary District, County of San Mateo, California, at a
Special Adjourned Meeting thereof held on the 5th day of September
2024, by the following vote:

AYES, Directors:

ABSTENTION:

NOES, Directors:

ABSENT, Directors:

Secretary, Montara Water and Sanitary District

CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated _____, 2024, from Judy Mantel, an individual, to the Montara Water & Sanitary District (District), a government agency, is hereby accepted by the undersigned officer on behalf of the District pursuant to the authority conferred by action of the District Board on September 5, 2024, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

Clemens Heldmaier
General Manager, MWSD

State of California)
County of San Mateo)

On _____, before me, Notary Public, personally appeared **Clemens Heldmaier, General Manager of the Montara Water & Sanitary District**, 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)



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 5, 2024**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

**SUBJECT: Review and Possible Action Concerning
Approval of Agreement with RCD For The
Vallemar Sewer And Water Relocation Project**

This item seeks Board approval of an agreement with the San Mateo County Resource Conservation District (RCD) for the District to perform design and engineering services for the *Vallemar Sewer and Water Relocation Project* (Project). This Board previously certified that District funds were available to contribute towards the Project and RCD applied for and was awarded a State Coastal Conservancy grant in the sum of \$813,500 for the planning and design of the Project. The remaining balance to be funded by the District is the amount of \$272,000, for total planning and design costs of \$1,085,500 dollars.

The proposed Project involves relocating a sewer main serving approximately 40% of the District's customers (approximately 2,200 people) which is at risk of falling into the ocean due to historic and accelerating coastal erosion. Erosion over the last 65 years since the pipe was installed has caused it to become exposed, damaged, and now at risk of imminent failure. When the pipe inevitably fails, it may further accelerate bluff erosion along 3,000 feet of coastline and will contribute raw sewage to the Fitzgerald Marine Reserve and the Monterey Bay National Marine Sanctuary. Furthermore, failure would cause a catastrophic loss of service to more than half of the District's customers. Failure during an extreme rain event would also affect customers served by integrated infrastructure managed by Granada Sanitary District and Sewer Authority Mid-Coastside, affecting an estimated 24,568 people. There is no redundancy in this portion of the system, meaning there is no other existing route for the sewage when the infrastructure fails.

Staff recommends approval of the proposed Agreement with RCD, which will complete the technical analyses, designs, community engagement, and permitting for the Project.

RECOMMENDATION:

Authorize General Manager to Execute *San Mateo Resource Conservation District Professional Services Subaward Agreement with Montara Water and Sanitary District*.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 5, 2024**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

Attachments.

**SAN MATEO RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES SUBAWARD AGREEMENT WITH
MONTARA WATER AND SANITARY DISTRICT**

THIS AGREEMENT (“Agreement”), made and entered into by and between the **SAN MATEO RESOURCE CONSERVATION DISTRICT**, a political subdivision of the State of California, hereinafter referred to as “**RCD**,” and **MONTARA WATER AND SANITARY DISTRICT**, hereinafter referred to as “**SUBAWARDEE**.”

WITNESSETH:

WHEREAS, RCD was awarded grant funding from the California State Coastal Conservancy (grant #23-116 Exhibit A) for the planning and design of the *Vallemar Sewer and Water Relocation Project* to relocate a sewer and water main and related appurtenances, owned and operated by SUBAWARDEE (“Grant Agreement”); and

WHEREAS, the RCD will serve as a pass-through entity for funding provided by the Grant Agreement for the *Vallemar Sewer and Water Relocation Project* to Montara Water and Sanitary District to carry out specific tasks as a subrecipient (“SUBAWARDEE”); and

WHEREAS, RCD desires to use the professional services of SUBAWARDEE; and

WHEREAS, SUBAWARDEE has the professional and administrative ability to implement such services; and

WHEREAS, RCD and SUBAWARDEE desire to set forth in writing the obligations and responsibilities of each party relating to the services;

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

1. Scope of Services

- a. SUBAWARDEE will, in accordance with the terms of this Agreement, perform the services set forth in Exhibit B, *Vallemar Sewer and Water Relocation Project*, - Montara Water and Sanitary District - **Scope of Services**, approved by the State Coastal Conservancy under the Grant Agreement, hereinafter referred to as “**PROJECT**”, attached hereto and incorporated herein by reference.
- b. This Agreement is limited both in scope and duration, as herein specified.

2. Term of Agreement. Subject to compliance with all applicable terms and conditions, the term of this Agreement shall commence on 8/23/2024 and terminate on 8/31/2025.

3. Performance Responsibilities.

- a. SUBAWARDEE shall complete the Project by no later than 8/31/2025 unless a later date is agreed upon by the parties in writing. Time is and shall be of the essence in the performance of the specified services by SUBAWARDEE.
- b. RCD shall be the Project lead agency and responsible for grant management, managing Project logistics and funding, including CEQA environmental review and permitting activities, in accordance with all applicable timelines, terms and conditions of this Agreement and the Grant Agreement ("RCD Project Tasks"). RCD shall complete RCD Project Tasks as specified in Exhibit A attached hereto and made a part hereof by this reference.
- c. RCD shall promptly notify SUBAWARDEE in writing of any notices given or actions taken by the California State Coastal Conservancy pursuant to the Grant Agreement to the extent that such notices or actions affect SUBAWARDEE'S performance, duties, obligations or funding under this Agreement.

4. Compensation.

- a. In consideration of the services provided by SUBAWARDEE in accordance with all applicable terms, conditions and specifications set forth in this Agreement and in Exhibit A, RCD agrees to pay SUBAWARDEE an amount not greater than FOUR HUNDRED NINETY THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS, (\$490,924.00), hereinafter referred to as "SCOPE AGREEMENT AMOUNT", for the successful and timely completion of the specified services. In no event shall RCD's total fiscal obligation under this Agreement exceed FOUR HUNDRED NINETY THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS, (\$490,924.00), hereinafter referred to as "NOT TO EXCEED AMOUNT". In the event that RCD makes any advance payments, SUBAWARDEE agrees to refund any amounts in excess of the amount owed by RCD at the time of contract termination or expiration. SUBAWARDEE is not entitled to payment for work not performed as required by this Agreement.
- b. In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such shortage of funding will occur, RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to SUBAWARDEE as soon as is reasonably possible after RCD learns of said unavailability of outside

funding. Any work that has already been completed by the SUBAWARDEE prior to termination of Agreement will be reimbursed by the RCD once payment is made by the funder.

- 5. Billing and Payment Procedure.** SUBAWARDEE will submit requests for payment along with documentation acceptable to the RCD as outlined in Exhibit D "Invoice Template" and no more frequently than monthly and no less frequently than quarterly. RCD will issue payment to SUBAWARDEE within 30 days of payment to the RCD by the State Coastal Conservancy. The RCD will invoice the State Coastal Conservancy quarterly and payment of the invoice to the RCD is expected within 6-8 weeks of sending an invoice.
- 6. Cooperation.** RCD and SUBAWARDEE agree to cooperate to the greatest extent possible to complete the PROJECT. SUBAWARDEE will notify RCD in writing of any new developments, information, issues or concerns that are reasonably expected to negatively impact the PROJECT and/or its completion as soon as reasonably practicable.
- 7. Assignment.** This Agreement is not assignable by SUBAWARDEE in whole or in part without the authorized written consent of RCD,
- 8. Conflict of Interest.** The SUBAWARDEE shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.
- 9. Applicable Laws.** All work performed on behalf of the RCD, as set forth in this Agreement shall be performed in accordance with all applicable state, local and federal laws, regulations, policies, procedures, and standards, and any failure to do so shall constitute a material breach of the Agreement by SUBAWARDEE, which may be waived by RCD at its sole discretion subject to cure or mitigation of the violation.
- 10. Wages.** Some types of work implemented by the RCD, a public agency, are considered public work or public improvement projects and are subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. For these public projects SUBAWARDEE, and any subcontractor working under SUBAWARDEE, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Prevailing wage determinations can be found at Department of Industrial Relations website.
- 11. No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during their

tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

12. Independent Contractor Status. The SUBAWARDEE, and the officers, the agents and employees of the SUBAWARDEE, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the RCD. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, and neither SUBAWARDEE nor its employees acquire any of the rights, privileges, powers or advantages of RCD employees.

13. Standard of Professionalism. SUBAWARDEE shall conduct all work under this Agreement consistent with professional standards for the industry and type of work being performed hereunder.

14. Ownership of Materials. RCD acknowledges that the design plans and specifications to be provided under this Agreement, including but not limited to all documents, drawings, specifications, electronic data and information prepared, provided or procured by SUBAWARDEE ("Design Documents") are instruments of professional service obtained from third parties. Nevertheless, the Design Documents shall become the property of the SUBAWARDEE upon completion of the work and payment of the compensation due and owing to SUBAWARDEE, including at the time of contract termination or expiration. RCD shall have the right to provide or distribute the Design Documents only in connection with its obligations under the Grant Agreement, and shall not have the right to reuse, reproduce or make derivative works from the Design Documents. RCD agrees to hold harmless and indemnify SUBAWARDEE against all damages, claims and losses, including defense costs, arising out of any reuse, reproduce or make derivative works from the Design Documents. In the event that a public records request is received by the RCD, the SUBAWARDEE shall be notified immediately and consulted before any information or data is released.

15. Indemnification. To the fullest extent permitted by applicable law, each Party to this Agreement agrees to indemnify and save and hold harmless the other Party, and all of their officers, directors, employees and agents, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses arising from each Party's active negligence, sole negligence or willful misconduct related to the operation and/or performance of this Agreement, on account of or in connection with injuries to or the death of any person whomsoever, and any and all damages to property, regardless of

possession or ownership, which injuries, death or damages arose out of or incident to the active negligence, sole negligence or willful misconduct of each Party, its officials, officers, employees, agents, subcontractors and subconsultants related to the operation and/or performance of this Agreement, or are caused in whole or part by reason of the active negligence, sole negligence or willful misconduct of each Party or any of its employees, agents, or representatives and or suppliers.

16. Insurance. SUBAWARDEE shall obtain and maintain for the duration of this Agreement, comprehensive general liability insurance and/or other insurance necessary to protect the parties hereto, and shall provide RCD with evidence thereof prior to commencement of any work under this Agreement. SUBAWARDEE shall have RCD named as an additional insured on its insurance policy, which shall have minimum coverage limits as specified on Exhibit B hereto, incorporated herein by reference. SUBAWARDEE'S above-described insurance shall serve as the primary insurance coverage for any claim arising from or relating to the services to be performed hereunder.

17. Nondiscrimination and Other Requirements

a. General Nondiscrimination: SUBAWARDEE will not discriminate in employment practices or in the delivery of services on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity: SUBAWARDEE shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement.

c. Discrimination Against Individuals with Disabilities: The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and SUBAWARDEE and any subcontractor(s) shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

d. History of Discrimination: SUBAWARDEE certifies that no finding of discrimination has been issued in the past 365 days against C SUBAWARDEE by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against SUBAWARDEE within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other governmental investigative entity, SUBAWARDEE shall provide the RCD with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the RCD.

18. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent via email. Notice shall be deemed to be effective upon sending to the following email addresses. Upon written request by either party, notice shall also be sent by first-class mail to the following mailing addresses.:

To RCD: Kellyx Nelson, Executive Director
San Mateo Resource Conservation District
80 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019
sign@sanmateoRCD.org

To SUBAWARDEE: Clemens Heldmaier, General Manager
Montara Water and Sanitary District
8888 Cabrillo Highway
Montara, CA 94037-0131
clemens@MWSD.net

19. Amendments and Integration. This Agreement supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.

20. Counterparts. Electronic or Digital Signature Transmitted By Electronic Mail or Facsimile. This Agreement may be executed in counterparts and a digital and/or electronic signature provided by either party shall be deemed the equivalent of an

original signature and may be transmitted by one party to the other via electronic mail or facsimile, which taken together shall constitute one in the same agreement, each bearing original signatures, and shall be effective as of the date of the last signature appearing thereon. by any electronic, digital, or facsimile signatures.

- 21. Termination.** This Agreement may be terminated for any of the following reasons:
- a. If SUBAWARDEE fails to perform the services hereunder agreed to the satisfaction of RCD, or otherwise fails to fulfill its obligations under this Agreement, immediately upon written notice from RCD; and
 - b. RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to SUBAWARDEE as soon as is reasonably possible after RCD learns of said unavailability of funding.

IN WITNESS WHEREFORE, the parties agree to the foregoing terms and conditions and hereby enter into this Agreement.

Date: _____ By: _____
Clemens Heldmaier, General Manager
Montara Water and Sanitary District

Date: _____ By: _____
Kellyx Nelson, Executive Director
San Mateo Resource Conservation District

EXHIBIT A
State Coastal Conservancy Grant #23-116

DRAFT

EXHIBIT B
Scope of Services

DRAFT

EXHIBIT C INSURANCE

SUBAWARDEE shall procure and maintain for the duration of this Agreement insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by SUBAWARDEE, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of SUBAWARDEE.

1. Minimum Scope of Coverage and Limits of Insurance:
 - a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - c. Worker's Compensation: Limits as set forth in the Labor Code of the State of California.

2. SUBAWARDEE'S Liability Insurance Policy shall contain the following clauses:
 - a. RCD is added as an additional insured as respects operation of the named insured formed under contract with RCD.
 - b. It is agreed that any insurance maintained by RCD shall apply in excess of, and not contribute with, insurance provided by this policy.
 - c. The insurer agrees to waive all rights of subrogation against RCD, its officers and employees for losses arising from work performed by SUBAWARDEE for RCD.

3. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days to the effective date of this Agreement.

EXHIBIT D
Invoice Instructions

The below invoice template is a guide and may be substituted with a different template that contains the following: invoice number, date, company/organization/agency name and address, itemized list of expenses, and total invoice amount.

Please break down the charges on your invoice by task and provide a thorough but concise description of all work included on the invoice. Include a breakdown of equipment and labor rates, hours and dates worked, materials, subcontractors and other costs.

Please submit the invoice electronically to colleen@sanmateorcd.org.

DRAFT

Invoice Template

Vallemar Sewer and Water Relocation Project				
Organization	[name]	Invoice Number:		
	[address]	Invoice Date:		
	[phone]			
Task 2: Technical Studies				
Personnel Costs				
<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
Staff 1				\$ -
Staff 2				\$ -
Staff 3				\$ -
				\$ -
Expenses				
<u>Expense</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Total</u>
				\$ -
				\$ -
Subtotal Task 2				\$ -
Task 3: Design Drawings & Specifications				
Personnel Costs				
<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
Staff 1				\$ -
Staff 2				\$ -
Staff 3				\$ -
				\$ -
Expenses				
<u>Expense</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Total</u>
				\$ -
				\$ -
Subtotal Task 3				\$ -
Invoice Total				\$ -

AGREEMENT NUMBER 23-116	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-6036491	

THIS AGREEMENT is entered into this 1st day of March, 2024 in the State of California, by and between:

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME San Mateo Resource Conservation District	

I. SCOPE OF AGREEMENT

Pursuant to Section 31113 of Chapter 3 of Division 21 of the California Public Resources Code, the State Coastal Conservancy (“the Conservancy”) hereby grants to San Mateo Resource Conservation District (“the grantee”) a sum not to exceed \$813,500 (eight hundred thirteen thousand five hundred dollars) (“funds”), subject to this agreement.

(Continued on the following pages)

The provisions on the following pages constitute a part of this agreement. This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) San Mateo Resource Conservation District
BY (Authorized Signature) <i>Amy Hutzel</i>	BY (Authorized Signature) <i>Kellyx Nelson</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Kellyx Nelson, Executive Director
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 80 Stone Pine Road Suite 100 Half Moon Bay, CA 94019

AMOUNT ENCUMBERED BY THIS DOCUMENT \$813,500.00	PROGRAM/CATEGORY Other Local Assistance	FUND TITLE/PROP NO. Greenhouse Gas Reduction Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-601-3228 Reap. by Ch. 12/23	CHAPTER 249	STATUTE 2022	FISCAL YEAR 22/23	
TOTAL AMOUNT ENCUMBERED TO DATE \$813,500.00	PROJECT NAME Vallemar Sewer and Water Relocation Project				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
NAME AND SIGNATURE OF ACCOUNTING OFFICER <i>Roselin Devi</i>			DATE 3/1/2024		

I certify that this agreement is exempt from Department of General Services' approval.

Erika Gomez

Erika Gomez
Procurement and Contracts Manager

The grantee shall use the funds to prepare a preliminary design plan (“the project”) for the Montara community of coastal San Mateo County, as shown on Exhibit A, which is incorporated by reference and attached.

The project consists of conducting community outreach and preparing technical studies, preliminary design plans, and environmental review and permit documents for the relocation of public sewer infrastructure away from an eroding coastal bluff. Community outreach will involve in person and virtual outreach to Montara Water and Sanitary District (MWSD) customers in the homes directly served by the sewer main and community stakeholders. The project will complete technical analyses to inform siting of and engineering designs for the new sewer infrastructure, including a topographic analysis, geotechnical investigations to analyze the rate of bluff erosion, and an assessment of the long-term stability of proposed improvements. The project will also review rights-of-way and land ownership and secure necessary agreements with MWSD and landowners. The project will also perform environmental, cultural, and historical resource assessments. Using the results of these technical analyses and resource studies, the project will develop 30% and 60% engineering design plans and a basis of design report. The project will also complete California Environmental Quality Act documentation and permit applications for implementation of the designs to ensure regulatory compliance.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy will not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The Board of Directors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“Executive Officer”) has approved in writing:
 - a. The work program for the project as provided in section “V. WORK PROGRAM.”
 - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:

- a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XIII. INSURANCE.”

III. TERM OF AGREEMENT

This agreement will take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in section “II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT”. This agreement may be signed electronically using a process specified by the Conservancy.

This agreement terminates on September 30, 2025 (“the termination date”) unless otherwise terminated early as provided in this agreement. However, the grantee shall complete all work by June 30, 2025 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than July 31, 2025.

IV. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its November 30, 2023 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

V. WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program must include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project. For each project component, the project budget must list all intended funding sources including the Conservancy's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement will control.

The grantee shall carry out the project in accordance with the approved work program.

VI. COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the grantee shall display the Conservancy's name and logo in the final report in a prominent location. The grantee shall mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

VIII. COSTS AND DISBURSEMENTS

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with section "X. PROJECT COMPLETION", and upon the Conservancy's acceptance of the project.

Hourly rates billed to the Conservancy must be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to

keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. The Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The form must also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee must sign the form. Each form must be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

IX. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive

Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and that have not received the approval required above. Any increase in the funding for any particular budget item will mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

X. PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in section “III. TERM OF AGREEMENT”. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting the following by the final Request for Disbursement date set forth in section “III. TERM OF AGREEMENT”:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project will be deemed complete as of the date of the letter.

XI. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy will be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding

authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

XII. INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

XIII. INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
- b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to the activities under this agreement, or the general aggregate limit must be twice the required occurrence limit.

- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Worker's Compensation and Employer's Liability: Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
- a. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
 - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies must contain, or to be endorsed to contain, the following provisions:
 - i. The State of California, its officers, agents and employees are additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
 - ii. For any claims related to this agreement, the grantee's insurance coverage must be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

- d. Coverage does not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance must be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

XIV. AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, their officers, employees and agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under

investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records will be subject to examination and audit by the Conservancy and the California State Auditor during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

XV. COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

XVI. NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their

obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

XVII. AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

XVIII. PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018), available from the Conservancy on request, which provides general information and is not legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

XIX. DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

XX. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide the grantee advance written notice of such termination, allowing the grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

XXI. INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the State of California.

XXII. ASSIGNMENT

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

XXIII. TIMELINESS

Time is of the essence in this agreement.

XXIV. EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who will have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

XXV. AMENDMENT

Except as expressly provided in this agreement, no change in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

XXVI. SURVIVAL

The obligations in sections "VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT" and "XII. INDEMNIFICATION AND HOLD HARMLESS" survive the termination of this agreement.

WORK PROGRAM

**San Mateo Resource Conservation District
Vallemar Sewer Infrastructure Relocation Project
Conservancy Grant Agreement # 23-116
June 21, 2024**



I. PROJECT DESCRIPTION

The purpose of this project is to design and permit new infrastructure that will relocate a sewer main that serves 40% of Montara Water and Sanitary District's (MWSD) customers (approximately 2,200 people) inland away from exposed coastal areas and to provide emergency sewage storage to improve system redundancy. Currently, a 12" sewer main runs parallel to Highway 1 in Montara, unincorporated San Mateo County, along an eroding coastal bluff west of the highway and 25 homes. The grantee will complete the necessary technical analyses, designs, community engagement, environmental review and permitting to relocate the sewer main, laterals, pumps, and pump station, build sewer storage and redundancy, and connect system elements. The most likely solution would involve a two-way gravity and pressure sewer pipe installed under Vallemar Street, immediately east of the houses and west of/adjacent to Highway 1. Because the new alignment would be above the grade of the homes, the system would require pumps rather than the current gravity-based system. The project will also consider moving an existing water main within the same right-of-way several feet over to make room for the sewer line.

II. SCOPE OF WORK

Task 1 Project Management and Administration

The Grantee will coordinate with the Conservancy Project Manager to keep them informed about the status of the project. The Grantee will be responsible for managing the budget and schedule, submitting requests for disbursement, and other project management activities. Before hiring subcontractors for work under this grant agreement, the Grantee will submit subcontractors to perform specified tasks for the review and approval of the Conservancy Project Manager. In the progress reports, the Grantee will document all subcontractor activities, subcontractor completed, progress, issues, and proposed resolutions.

Task Deliverable(s): progress reports, invoices, and subcontract documentation (see Section V).

Task 2 Technical Studies

This work includes conducting site investigations and preparing reports. Work will be conducted collaboratively with MWSD. The Grantee will hire a subcontractor to conduct geotechnical investigations to analyze the rate of bluff erosion, inform siting of potential infrastructure, and assess long-term stability of proposed improvements. The Grantee will also hire a subcontractor to complete topographic data gathering to document baseline conditions and inform design and placement of new infrastructure. A subcontractor(s) will be retained to prepare biological/environmental, cultural, and historic resource assessments. The Grantee will review and approve the prepared resource assessments.

Task Deliverable(s): Geotechnical report, summary of topographical analysis, and biological/environmental, cultural, and historic resource assessment reports.

Task 3 Design Drawings and Specifications

The Grantee will develop 30% and 60% engineering plans and a basis of design report for the following project elements: sewer and water system relocations, upgrades to pump station, removal of pump station. Designs will consider the longevity of solutions and community input conducted as part of the community outreach process. Community outreach will center around design elements and will update neighbors and the mid coast community council about project benefits and short-term construction impacts related to construction.

Task Deliverable(s): draft and final versions of 30% designs and 60% engineering plans, basis of design report.

Task 4 Environmental Review and Historic Preservation (EHP): CEQA

The Grantee will conduct an environmental review to secure all information needed to make a California Environmental Quality Act (CEQA) determination and complete that review. A Notice of Exemption is anticipated, through a Categorical Exemption under Section 15301 Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Task Deliverable(s): Draft and final CEQA documents.

Task 5 Permitting

The Grantee will apply for all relevant permits. Likely permits include County planning and building permits, a Coastal Development Permit, a County grading permit or exemption, a Stormwater Pollution Prevention Plan, and access or Right of Way agreements.

Task Deliverable(s): Copy of permit applications.

III. SCHEDULE

Work Completion Date: June 30, 2025
 Final Request for Disbursement and Final Progress Report: July 31, 2025
 Grant Termination Date: September 30, 2025

The Grantee will submit project deliverables to the Conservancy project manager as listed in the schedule below. In the event the Grantee anticipates a delay in the project schedule, the Grantee shall inform the Conservancy Project Manager by email prior to the scheduled due date of that task or deliverable.

In the event the project cannot be completed prior to the completion date of the Grant Agreement, the Grantee shall request an extension by email, providing justification for the extension and a revised schedule of completion. There is no guarantee that the grant agreement will be extended.

Task Number	Task Title	Deliverable	Estimated Start Date	Estimated Completion Date
1	Project Management and Administration	progress reports	6/30/2024	Quarterly throughout the contract term
		Invoices	6/30/2024	Quarterly throughout the contract term
		Subcontractor Documentation	6/30/2024	Prior to subcontractor starting work
2	Technical Studies	Geotechnical report	August 2024	November 2024
		Biological report	August 2024	November 2024
		Topographical surveys	August 2024	November 2024
		Cultural resources report and historic resource assessment	August 2024	November 2024

			August 2024	
3	Design Drawings and Specifications	Draft of 30% engineering plans	October 2024	December 2024
		Final 30% engineering plan	December 2024	January 2025
		Draft 60% engineering plan	January 2025	April 2025
		Final 60% engineering plan	April 2025	June 2025
		Basis of Design Report	February 2025	June 2025
4	Environmental Review and Historic Preservation (EHP): CEQA	CEQA documents	February 2025	June 2025
5	Permitting	Permit applications	February 2025	June 2025

IV. BUDGET OVERVIEW

Task Number	Task Title	Coastal Conservancy Grant	Estimated Other Funding	Total Budget
1	Project Management and Administration	\$114,166.74	\$42,224.50	\$156,391.24
2	Technical Studies	\$75,000.00	\$25,000.00	\$100,000
3	Design Drawings and Specifications	\$428,750.00	\$138,750.00	\$567,500
4	Environmental Review and Historic Preservation (EHP): CEQA	\$56,250.00	\$18,750.00	\$75,000
5	Permitting	\$3,750.00	\$1,250.00	\$5,000
	Indirect Costs (20%)	\$135,583.26	\$45,194.90	\$180,778.16
TOTAL		\$813,500.00	\$271,169.40	\$1,084,669.40

V. BUDGET DETAIL

A) Grantee Expenditures

1.) Direct Expenditures – Materials, Mileage, etc.

- Mileage: needed as reimbursement for travel to the field site

- Materials: needed for community engagement such as posters or flyers.

3.) Indirect Costs

Indirect costs will be billed at a rate of 20%. With indirect being billed at 20%, indirect will total 17% of total grant cost.

B) Subcontractors

Subcontractors will be hired to conduct geotechnical, biological, and topographical studies, cultural resources report, create design drawings, and the environmental review. Below is the website link, subcontractor's role, and deliverables for the Conservancy's review and approval of their use as a subcontractor on this grant.

Montara Water & Sanitary District (MWSD): MWSD will work with the RCD on overseeing design and providing input to ensure the final project/products work for their sanitary system and constituents.

<https://mwsd.montara.org/about/about-the-district>

Deliverables: Subcontractor invoices and documentation.

Nute Engineering: Civil and Sanitary design consultants that will design the new sewer line system and ensure the system is up to industry standards.

<https://www.nute.biz/>

Deliverables: Design drawings and specifications, environmental review, geotechnical, biological, and topographical report.

SRT Consultants: Specialize in domestic water and sanitary projects in the Bay Area and will consult on design elements where needed.

<https://www.srtconsultants.com/>

Deliverables: Design drawings and specifications.

VI. PLAN FOR ACKNOWLEDGMENT

- Tag and/or mention the California Coastal Conservancy on social media whenever posting something related to the project funded by a Conservancy grant.
- Acknowledge Coastal Conservancy funding in newsletters, press releases, and presentations about this project.
- Acknowledge the Conservancy's funding verbally during community engagement events.
- Acknowledge the California Coastal Conservancy in any project-related publications and reports along with their proper logo.

- Follow the acknowledgement plan and logo use guidelines.

EXHIBIT B
SAN MATEO RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES SUBAWARD AGREEMENT WITH
MONTARA WATER AND SANITARY DISTRICT

SCOPE OF WORK TO BE PERFORMED BY THE DISTRICT AND THE DISTRICT ENGINEERS

The following is a description of the project and scope of services for the Vallemar Sewer and Water Utility Relocation Project, (Conservancy Grant Agreement # 23-116) RCD Tasks #2 and 3, 65% Design Plans and Specifications:

Project Description

Montara Water and Sanitary District (MWSD) and San Mateo Resource Conservation District (RCD) multi-hazard mitigation project will prevent catastrophic loss of sanitary sewer infrastructure directly serving 25 houses near the Fitzgerald Marine Reserve and improve the management of sewer flow for approximately 800 connections or 40% of the sewer District. Additionally, water infrastructure redundancy and resiliency will be improved with increase fire flow for several hundred connections and the District office with replacement and relocation of a ~80 year old water main, and interconnection to a new HWY crossing built in 2018. In addition, the risk of utility failure damaging the approx. 60 ft high costal bluff, marine habitat, local creeks and adjacent homes will be reduced along Vallemar street, and two additional adjacent locations. This work area covers approximately 2,500 linear feet of work area with over ~ 10,000 ft (about 2 miles) of pipe rehabilitation and relocations. Proposed work areas and restoration area sketches are attached.

The Montara Water and Sanitary District sends sewage south to a regional treatment plant via a pipeline that runs through El Granada Community Services District to the Sewer Authority Mid-Coastside treatment plant and upgrading this sewer facility is a critical flow management tool for Sewer Authority Mid Coastside (SAM) for storm events and system maintenance. This project will ensure access to sewer flow and storage tools should hazards cause disruption downstream. Planning activities include general feasibility and design of relocated water and sewer mains, sewer ejectors for homes, utility pipe and pump relocations, sewer spill prevention by improving an existing not used pipeline connection between Vallemar and the Montara District located Sewer Authority Mid Coastside wet weather storage tank, abandonment of existing sewers and Niagara Pump Station, and improvements to Vallemar pump station. MWSD also owns and manages the potable water system in the area. Relocating, replacing and extending the water main will provide improved water reliability, fire protection, and make room in the street to relocate the existing sewer away from the cliff west of the homes, to the paved area of Vallemar east of the homes.

Movement of the existing pipe away from the coastal cliffs and project elements required to accomplish this will directly mitigate against risks from earthquake, flooding, landslide, severe weather, tsunami, and sea level rise (as outlined in the action MWS-1 in 2021 Multijurisdictional

Local Hazard Mitigation Plan Volume 2) by providing adequate setback on sanitary sewer infrastructure from eroding costal cliffs, and provide flexibility, toughness and resilience to the new sewer and water pipelines with by using newer more resilient materials.

In particular this project intends to improve existing water and sewer pipes, a sewer pump station, fire protection, and appurtenances in the vicinity Vallemar Street, and a creek crossing and a costal sewer and water services near Nevada and Ellendale totaling approximately 10,000 linear feet of utility pipes. The bulk of pipe rehabilitation will be on Vallemar St and include relocation of facilities from the bluff (Strand Blvd paper street) to Vallemar Street, Vallemar pump station over a work area of approximately linear 2500 feet of roadway extending to 16th Steet. The following is a general project overall estimate for scope and planning purposes: The Project Construction Initial Estimate for budget projections is as follows:

Sewer Relocations and Rehabilitation	\$ 1,900,000
Water Relocations and Rehabilitation	\$ 1,300,000
Relocation of Pumping Systems, crossing, etc.	\$ 2,400,000
Contingency	\$ 500,000
Total Project Cost Projection	\$ 6,100,000

BASIC SERVICES TO BE PERFORMED BY THE DISTRICT AND THE DISTRICT ENGINEERS

The following is the scope of services we propose to provide on the Vallemar Sewer and Water Utility Relocation Project, RCD Conservancy Grant Agreement # 23-116, 65% Design Plans and Specifications, Collaboration with RCD for successful completion of 65% Design Plans and Specifications, and initial permitting efforts as described there-in:

Schedule A Services - Technical Studies and Project Suitability.

Technical Studies

1. Develop technical studies and geotechnical investigations and site topographic survey investigation areas. Site general layouts for permit applications and design where required and visible utility identification and contacting utility companies and requesting utility maps.
2. Perform Topographical Surveys for Project Areas
3. Coordinate Geotechnical investigations and report.
4. Apply for Coastal Commission Costal Development Exemption, CDX, (With RCD collaboration).
5. Compile Technical Reports.
6. Coordinate with RCD on technical, biological and permit applications.

Schedule B Services – Design and Preparation of Plans and Specifications, 65% Deliverable.

1. Develop Detailed Project Work Areas,
2. Work Area Layout for Design, restoration plan area

3. Prepare 65% plans and specification for water improvements,
4. Prepare 65% plans and specification for sewer improvements,
5. Prepare 65% plans and specification for water and sewer demolition and abandonment,
6. Prepare 65% plans and specification for private sewer ejector pump improvements, utility power,
7. Cost Estimates for above project elements,
8. Complete Technical Specifications and a 65% Bid Set Front End, Clarification with District that the project is CEQA Exempt.
9. Provide assistance and coordination with RCD Staff and information sharing as needed for successful project progress, including monthly meetings and occasional site visits for progress of the 35%, 50%, and 65% project documents.

SERVICES NOT INCLUDED IN THIS PROPOSAL

It is understood that the following services are outside the scope of this proposal and will be provided by others:

1. Additional Project RCD Conservancy Grant Agreement # 23-116 Work Flow *Task Items 1 (RCD Project Management and Administration), 2 (biological report and Cultural Resources), 4 (Environmental CEQA review, assumed not needed) and 5 (RCD to apply for County Planning, Coastal Development Exemption support, Fish and Game, CEQA as required)*, are not included in this proposal, but may be able to be added by mutual agreement between RCD and MWSD including increased financial compensation and reimbursements as incurred by MWSD at a future date.
2. Biological, cultural and historical resource assessment to be included in the reports (RCD 23-116, Tasks 2 and 4 or other RCD tasks for Grant Management).
3. Potholing of underground utilities for design or construction.
4. Customer notification of District Lateral Ordinances (unless by change order to this contract), other than standard District communication with customers.
5. Investigations of potentially hazardous wastes in the soil or groundwater. (No ground water expected and not included in geotechnical investigations planned.)
6. Necessary permit applications and application fees including a construction permits for: encroachment permits, costal permit, Fish and Game, or other applicable permits. (This happens after the Bid is complete and construction contractor is awarded the work.)
7. Legal services in connection with the project.
8. Acquisition of rights-of-ways, rights of entries, easements or access permits.
9. Printing costs of plans and specifications for bidding purposes and for the Contractor's use, or completed bid documents or bid document front end specifications other than bid items.
10. Additional survey for special design or home-owner improvements or initiating communication with home-owners or home owner sewer ejector special requests, or under houses, regarding District Lateral Ordinance, or project required utility relocations.

ENGINEERING FEE

We propose to do all the work for Vallemar Sewer and Water Utility Relocation Project, Conservancy Grant Agreement # 23-116 on a time and materials basis to be billed according to the Schedule of Hourly Rates attached hereto as Attachment A. The estimated labor hours and

costs for the work by task and job classification are shown in Attachment B. The following are the not- to-exceed budgets for the engineering fees for the various schedules outlined here-in:

Schedule A – Task 2, Topo, Geo and Tech Reports	\$ 99,930
Schedule B - Task 3, Design, Prep 65% Plans Specs	<u>\$ 554,585</u>
Total for Schedules A and B	\$ 654,565

Reference: Funding Sources per 75%/25% match for RCD Grant Work Plan, the above proposal as work elements for the Coastal Conservancy Grant Agreement # 23-116 are as follows:

MWSD Contribution (25%)
RCD (Grant Funding) (75%)

- Attachment A - Schedule of Hourly Rates
- Attachment B - Project Estimating Sheet
- Sketches: Work Area Layout.pdf, Work Area ReVegPlan.pdf



ATTACHMENT A

2024 HOURLY RATE SCHEDULE

OFFICE PERSONNEL	HOURLY RATE
Principal Engineer	\$279
Senior Engineer	\$228
Engineer III	\$215
Engineer II	\$202
Engineer I	\$178
Field Representative*	\$196
Assistant Engineer II	\$140
Assistant Engineer I	\$129
Engineering Technician II	\$185
Engineering Technician I	\$164
1-Person Survey Crew w/Robotic Total Station	\$262
Office Surveyor	\$216
CAD Drafter II	\$171
CAD Drafter I	\$149
Technical Administrative Support	\$128
Clerical	\$109
LITIGATION SERVICES	
Court Appearance/Deposition	391.00

*Field Representative for construction is a Prevailing Wage category as required by the California Department of Industrial Relations.

REIMBURSABLE EXPENSES

Sub-consultants will be charged at 1.10 times cost. Charges for reproductions, blueprinting, outside computer services, rental of special equipment, delivery, express mail, insurance certificates (where client requires to be listed as an additional insured) and meals and lodging will be charged at 1.10 times cost. Mileage and technology charges are included in the hourly rates. Nute Engineering reserves the right to adjust its hourly rate structure for all ongoing contracts.

EFFECTIVE DATE: January 1, 2024

ATTACHMENT B
MONTARA WATER AND SANITARY DISTRICT
Conservancy Grant Agreement # 23-116; TASK 3: VALLEMAR SEWER AND WATER UTILITY RELOCATION PROJECT - 65% design
PROPOSAL FOR DESIGN SERVICES AND ENGINEERING SERVICES
PROJECT ESTIMATING SHEET *

Note: These costs breakdown: 75% share money to MWSD from Grant Funding. Additional project design costs of 25% to be funded by MWSD decrribed in Grant proposal cost breakdowns.

Description	Rate \$/Hr	Senior Engineer	Engineer III	Eng Tech II	Survey Robotic	CAD Drafter	Tech Admin Support	MWSD Manager	MWSD Fae Super	Direct Cost	Direct Cost Markup	TOTAL
Schedule A Services – Topographical Survey, Geotechnical and Environmental Reports												
1. Define Project Area, Field Layout		2	2	8		8	4	4	8	\$1,500	\$150	
2. Topograohical Surveys for Project Areas		2	8	8	45	16	4	2	4	\$7,500	\$750	
3. Geotechnical Investigations		2	8	8		8	10	2	2	\$25,000	\$2,500	
4. County EP Conditions, Costal CDX, Caltrans Conditions Permit, Bio Assesment			16	8		8	20	4	2	\$5,500	\$550	
5. Compile Technical Reports		2	24			8	20					
6. Project Coordination w/ RCD staff			16	2		4	4	8	4			
	Hours	8	74	34	45	52	62	20	20			
	Grant Funded Cost	\$1,824	\$15,910	\$6,290	\$11,880	\$7,748	\$7,998	\$3,110	\$1,720	\$39,500	\$3,950	\$99,930

Description	Rate \$/Hr	Senior Engineer	Engineer III	Eng Tech II	CAD Drafter II	CAD Drafter	Tech Admin Support	MWSD Manager	MWSD Fae Super	Direct Cost	Direct Cost Markup	TOTALS
Schedule B Services – Design and Prepare 65% Plans and Specifications												
1. Develop Project area and Design Scope		4	30	20		8	8	8	16	\$15,500	\$1,550	
2. Work Area Layout for Design		2	24	60	60	40	8			\$12,500	\$1,230	
3. Prepare 65% plans and details for water improvements, Utility		2	40	40	40	80	10	8	12	\$150,000**	\$15,000	
4. Prepare 65% plans and details for sewer improvements, Utility		4	100	20	80	128	40	8	5			
5. Prepare 65% plans and details for demolition and abandonment		4	40	20	28	50	38	8	8			
6. Prepare 65% plans and details for ejector pumps improvements, Utility		8	160	85	100	280	80	55	40			
7. Prepare Construction Cost Estimate		2	18	16		8	8	8	8			
8. Prepare Technical Specifications and Bid Items		2	16	40		24	16	8	8			
9. Project Coordination w/ RCD staff			8			8	16	20	8			
	Hours	28	436	301	308	626	224	123	105			
	Grant Funded Cost	\$6,384	\$93,740	\$55,685	\$52,668	\$93,274	\$28,896	\$19,128	\$9,030	\$178,000	\$17,780	\$554,585
												\$554,585

GRANT FUNDING BY TASK

FUNDING SOURCES FOR SCHEDULE A (as applicable for RCD Coastal Grant 23-116, TASK 2)												
MWSD FUNDS ("Other Funding" = 25% match)												\$25,000
RCD - GRANT FUNDING 23-116												\$75,000
TOTAL FUNDING FOR SCHEDULE A												\$100,000
FUNDING SOURCES FOR SCHEDULE B (as applicable for RCD Coastal Grant 23-116, TASK 3)												
MWSD FUNDS ("Other Funding" = 25% match)												\$138,750
RCD - GRANT FUNDING 23-116												\$416,250
TOTAL FUNDING FOR SCHEDULE B												\$555,000

* Rates subject to annual increases for cost of living, project to proceed on a time and materials basis.



**Montara Water
and Sanitary District**
 WORK AREA LOCATIONS
 JUNE 30, 2022
 SKETCH 1 OF 2



VALLEJAR RE-VEGETATION AREA



- LEGEND**
- N — WATER LINE
 - S — SANITARY SEWER LINE
 - ▨ PAVING AREA
 - ▣ SANITARY SEWER PUMP STATION
 - ▤ RE-VEGETATION AREA
 - ▲ MONTARA WATER AND SEWER SERVICE OFFICE
 - 888 CABRILLO HWY, MONTARA, CA 94027



Montara Water and Sanitary District

RE-VEGETATION PLAN

JUNE 30, 2022

SKETCH 2 OF 2



NEVADA RE-VEGETATION AREA





MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 5, 2024**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

**SUBJECT: Review of MWSD and Recology of the Coast
Education Outreach to the Community and
Kitchen Pail Distribution**

The Montara Water and Sanitary District (MWSD) submitted a grant application on behalf of Recology of the Coast to the Department of Resources Recycling and Recovery (CalRecycle) and was awarded \$75,000 towards education and outreach.

The District has begun utilizing these funds to provide recycling and composting bins for classrooms at Farallone View. Recology's Zero Waste representative will give a presentation to school classes stressing the importance of composting and recycling. Also, Recology will be distributing composting kitchen pails to each household (including Pillar Ridge) in November. The kitchen pail will provide a convenient way to collect food waste and food soiled paper before depositing in the composting green cart.

RECOMMENDATION:

For Board Information only

Attachment

Sure-Close

by OMC Ltd.

Sure-Close is the best indoor compost collection container on the market today. A new unique design including patented integral venting and airflow channels that ensures foodscraps remain **aerated and odour free**. Numerous ergonomic features provide maximum usability when filling, carrying, emptying and cleaning.



Rugged secure latch - one handed single motion open and close with audible latch feedback.



Double seal technology - interlocking seal and superior lid clasp ensure positive lid closure - fruit flies stay out, foodscraps stay in.



2 lid options - available with ventilated or solid lid.



Patented interior airflow channels - help foodscraps remain aerated and odour free with ventilated lid.



Multiple carry options - can be transported using the folding handle, under the lip grip or back grip.



Easy emptying - bottom grip aids foodscrap removal.



Bottom feet - four feet lift the container off the counter surface for increased hygiene.



Letterbox design with high backsplash - wide top opening facilitates easy scraping of foodscraps into the container.



Stay open lid - durable moulded stop points allow lid to stay open at 90 degrees and open flush to the rear.



Easy to clean - smooth top edge and removable lid allows easy cleaning in dishwasher or sink.



Footprint well suited for corner placement - lid can be opened under most upper cabinets.



Visually appealing - a complimentary addition to any kitchen cupboard or worksurface with neutral color options.



Safety tested - to CSA 1010 standards ensures safety and container longevity.



Made with odour and blemish resistant HDPE - strong, durable and fully recyclable resin resists odours and staining.




Wall mountable - optional bracket allows container mounting on wall or cupboard door. Bracket includes cloth hook.





MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 5, 2024**

FROM: Clemens Heldmaier, General Manager 

SUBJECT: General Manager's Report

Operations Report JULY 2024

811 Dig Alerts

- 7/1/24- Bernal Ave. Re-mark, all marks checked and re-marked as needed.
- 7/2/24- Re-marks for Hardiman, sewer pipe busting project. All marks checked and re-marked as needed. Harte, Crescent, Howells, Ivy, SVR, Marine, Alton, Park Way.
- 7/3/24- 9555 Carlos. Residential property work, septic. Marked service line.
- 7/5/24- 871 Harte. Work for utilities distribution, Sewer. Marked service lines and mains.
 - 290 Las Flores. Work for power poles, pge. No water within USA.
 - Date and Franklin. Work for power poles, pge. No water within USA.
 - 521 Cypress. Work for power poles, pge. Mains marked.
 - 541 Cypress. Work for power poles, pge. Mains marked.
- 7/8/24- 8138 Cabrillo Hwy. Work for power poles, pge. No water within USA.
 - 839 Kelmore. Residential property work for utilities. Marked main and service line.
- 7/10/24- Re-marks for Hardiman, sewer pipe busting project. All marks checked and re-marked as needed. Date, Bich, Cedar.
 - 147 Arbor. Residential property work, landscaping. Service line marked.
- 7/15/24- 176 Culebra. Residential property work, landscaping. No water within USA marks.
 - 8200 Cabrillo Hwy. Work for sewer pipe bursting, no water within USA.
- 7/17/24- 9555 Cabrillo Hwy. Work for utilities distribution, sewer. Main and service line marked.
- 7/18/24- 771 Stetson. Work for tree root removal/stump grinding. No water within USA.



MONTARA WATER AND SANITARY DISTRICT AGENDA

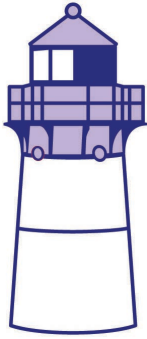
For Meeting Of: **September 5, 2024**

FROM: Clemens Heldmaier, General Manager

- 20 Afar Way. Work for utilities distribution, electrical. No MWSD water on homeowner property, Fire service main marked in street.
- 7/19/24- 430 Virginia. Work for utilities distribution, power pole. Service lines marked.
 - 155 7th. Work for pipe bursting project. Marks checked and re-marked as needed.
 - 400 Virginia. Work for utilities distribution, power pole. Hydrant marked.
- 7/22/24- 180 San Lucas. Road work, pavement. Main and service line marked.
 - 470 California. Work for utilities distribution, Gas. Main and service line marked.
 - 106-136 La Grande. Work for utilities distribution, water. Marked main and service lines.
 - 800 Harte. Work for sewer pipe busting project. Mains marked.
 - 408 Farallone. Work for sewer pipe busting project. Mains and service lines marked.
 - 7/26/24- 65 Bernal (entire street). Work for sewer pipe busting project. Mains, hydrants, and service lines re-marked.
-

Work Orders

- 7/1/24- 376 California. MOVO. Final read taken and water turned off at meter.
 - Customer thinks there is a leak by the water meter. Flow indicated on meter and stopped once meter stop was shut off. Customer notified about leak on their service line.
 - 452 6th. New account start read and old account final read. Operator took a manual read and left the water on.
 - 495 6th. New account start read. Operator took a manual read and left the water on.
 - 1924 SVR. Customer concerned about a potential leak at her home or possibly from the neighbor's home. Operator manually inspected the meters from both homes, pulled a profile from the requesting customers home and emailed results.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 5, 2024**

FROM: Clemens Heldmaier, General Manager

- 630 Vermont. Customer's neighbor believes water is leaking from their property onto the neighbors. Operator inspected meter and pulled a profile to verify the existence of a leak. Emailed results
 - 863 Tierra Alta. New account start read and old account final read. Operator took a manual read and left the water on.
- 7/3/24 – 655 George. Customer's water line broke and house valve was frozen. Operator shut off water at meter, reenergized once the repair was made.
 - 1371 Audubon. Customer requested water to be shut off at meter to allow for plumbers to replace house valve. Operator was unable to locate meter. Communicate with customer to coordinate a further search and schedule for the plumber.
- 7/5/24 – 377 4th. New account start read and old account final read. Operator took a manual read and left the water on.
- 7/8/24- 165 Reef Point. Customer has small leak and requests a profile. No indication of leak when inspected. Profile pulled and sent to customer.
 - 617 Lancaster. MOVO. Final read taken and water left on.
 - 443 4th. New account start read and old account final read. Operator took a manual read and left the water on.
- 7/9/24 – 1356 Birch. Gardener for residence called requesting water be turned on. Operator identified house valve as being shut.
 - 366 6th. Customer called with concern due to black water coming out of her refrigerator after she changed the internal filter. Operator responded to residence, performed a white bucket test which yielded no color. CL2 residual was 0.50. After speaking with customer, they believe that the issue was the failing O-ring gasket on the filter.
- 7/10/24- 300 Virginia. Customer is concerned about high usage on last bill and requests a profile. No leak indicated when inspected, profile pulled and sent to customer.
 - 1064 Date. Customer inquiring about a leak and sewer adjustment after water leak repaired during the winter. Operator pulled profile and sent to customer.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 5, 2024**

FROM: Clemens Heldmaier, General Manager

- 7/11/24 - 1109 Date St. customer concerned about high water usage. Manual read was taken, meter inspected, and profile taken. Operator spoke with customer to address concerns.
- 7/12/24- 121 Arbor. MOVO. Final read taken and water left on.
 - 376 California. MOVI. Start read taken and water turned on at meter.
 - 435 Lancaster. Customer received leak notice and requests a profile. No leak indicated when inspected, profile pulled and sent to customer.
 - 151 Valverde – Customer concerned about color in water coming from fixtures in home. Operator inspected for potential issues. Identified flushing near customers home as culprit. Flushed lines for customers home until clear.
 - 102 5th – Customer received leak indication from personal equipment and requested a profile to evaluate the issue. Operator inspected meter and did not see any indication of a leak. Operator pulled a profile and emailed results to customer.
 -
- 7/15/24- 200 Weinke Way. Customer received a leak notice and has been out of town, requests water be shut off at meter until his return. Water turned off at meter and customer notified.
- 7/16/24 – 1280 Birch. Customer installing irrigation system requested water turned off at meter. Operators noticed old Mueller style meter stop, crimped line and replaced old meter stop with new meter stop.
 - Corona and Edison. “Check” Meter at the corner of Edison and Tamarind sent out leak alert. Operator inspected and confirmed that one of the few homes on the line fed by meter may be leaking.
- 7/17/24- 450 Lancaster. Customer called and said there is a leak at the meter box. Leak is coming from neighbor’s meter service line, water shut off at meter and customer notified.
 - 101 12th. Customer received leak notice. Operator inspected meter and verified that they had an ongoing leak. Pulled a profile and informed the customer of the ongoing leak.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 5, 2024**

FROM: Clemens Heldmaier, General Manager

- 7/19/24- 116 La Grande. MWSD concerned about condition of water mains on known fault line. Area of concern walked and inspected. 24' of grade change in fault area. Road pulling away from 116 La Grande driveway, address has 3 meter boxes stacked for water meter, meter twisted in box and shut off inaccessible. No visible or audible water flow. USA called in.
 - 560 4th. New account start read and old account final read. Operator took a manual read and left the water on.
- 7/22/24 – 1175 Birch. New owners. Operator took manual start read and turned the water on at the meter.
 - 540 Stetson- New account start read and old account final read. Operator took a manual read and left the water on.
- 7/24/24- 90 Bernal. Customer received curtesy leak notice and requests a profile. No leak indicated when inspected, customer had replaced leaking hose bib. Profile pulled and sent to customer.
 - 510 Terrace. MOVO. Final read taken and water left on.
- 7/25/24- 420 Lancaster. Customer received a leak notice and requests a profile. No Leak indicated when inspected. Profile pulled and sent to customer.
- 7/29/24- 279 Virginia. Customer is concerned about high usage and requests a profile. No indication of leak when inspected. Profile pulled and sent to customer.
 - 250 Vermont. Meter Tamper. Old style meter found and replaced with new.
 - 1371 Audubon. Customer requested water shut off meter to allow plumber to replace house shutoff valve. Operator shut off water at meter and reenergized once work was completed.
- 7/30/24- 827 Etheldore. Customer called about standing water in front of address. Standing water located and surrounding area investigated for leaks. 0.50 cl2 residual. No leaks found at homes or indicated on meters, drainage pipe found near wet spot, possible irrigation or drainage could be culprit.
 - 678 Buena Vista. Customer called reporting a “soapy” taste to the water. Operator spoke with customer, took cl2 residual of 0.90, and



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 5, 2024**

FROM: Clemens Heldmaier, General Manager

inspected water for taste and odor. All samples were normal.
Instructed customer to reach back out if problem reoccurs.

- 7/31/24- 885 Ocean. MOVO. Final read taken and water left on.

After Hours Call Outs

- 7/2/24-Run special bac-t's for Cedar Street leak repair and 140 Los Banos service line repair.
- 7/4/24- Hydrant #24 leaking. Exposed leak, shut hydrant valve, and notified Montara Fire Department.
- 7/11/24- Help with board meeting.
- 7/13/24- Shut off water at Farallone View School for contractor.
- 7/14/24- Faulty component on new AVTP air compressor. Setup temporary air compressor.

Repairs and Leaks

-

Miscellaneous

- Operation Dead Endpoint Absent Reads.
O.D.E.A.R.
 - 12 missed reads.
 - 11 missed reads not on missed read report.
 - 14 High Usages
 - 0, 0 reads
 - 2 MIA meters located.

Maintenance

- 10 dead meters replaced.
- Install new air compressor at AVTP
- Remove leaking fire hydrant #24 and replace faulty gasket. Reinstall/reenergize and notify Montara Fire Department.
- Replace faulty sump pump at AVTP.
- Lead and Copper service line verification, 600 service lines verified to not be copper or lead

Operations Report



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 5, 2024**

FROM: Clemens Heldmaier, General Manager

Manager Leave: The General Manager will be out of the office from September 19 – 24. The General Manager will attend the Lyton Leadership Training “Catching Leadership” from September 29 - October 2.

RECOMMENDATION:

This is for Board information only.

Attachment