CUPERTINO SANITARY DISTRICT
SANITARY BOARD MEETING
WEDNESDAY, FEBRUARY 17, 2016

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Meeting to be held at **7:30 p.m.** in the **Stevens Creek Office Center, Suite 100, 20863 Stevens Creek Boulevard**, Cupertino, California.

1. ROLL CALL:

2. MINUTES & BILLS:

A. APPROVAL OF THE MINUTES OF JANUARY 25, 2016

B. APPROVED MINUTES OF JANUARY 6, 2016

C. PAYMENT OF BILLS AND APPROVAL OF FINANCIAL STATEMENT

D. DIRECTORS MONTHLY TIMESHEET

3. PERSONAL PRESENTATIONS:

THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE BOARD ON ANY MATTER NOT ON THE AGENDA. SPEAKERS ARE LIMITED TO THREE (3) MINUTES.

ALL STATEMENTS REQUIRING A RESPONSE WILL BE REFERRED TO STAFF FOR FURTHER ACTION. IN MOST CASES, STATE LAW WILL PROHIBIT THE BOARD FROM MAKING ANY DECISIONS WITH RESPECT TO A MATTER NOT LISTED ON THE AGENDA.

4. CORRESPONDENCE:

NONE

5. MEETINGS:

6. REPORTS:

A. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT TECHNICAL ADVISORY COMMITTEE (TAC) HELD FEBRUARY 8, 2016

B. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT ADVISORY COMMITTEE (TPAC) HELD FEBRUARY 11, 2016

C. PRESENTATION AT FORUM – FEBRUARY 16, 2016

7. UNFINISHED BUSINESS:

A. APPLE CAMPUS 2 STATUS

B. AGREEMENT WITH CITY OF SAN JOSE – REGIONAL WASTEWATER FACILITY

   a. SAN JOSE CITY COUNCIL WORK SESSION HELD 2/8/2016

   b. SAN JOSE LETTER – REQUEST FOR INFORMATION

   c. TRIBUTARY AGENCIES LETTER TO TPAC 2/11/2016

   d. TPAC 2/11/2016: PUBLIC HEARING SET FOR 3/24/2016 AT 9:30 AM

   e. COST SHARING AGREEMENT: AUTHORIZE DISTRICT MANAGER TO EXECUTE.

8. NEW BUSINESS:

A. CLAIM FROM SIENA APARTMENT HOMES, 7375 ROLLINGDELL DRIVE

B. STATEMENT OF ECONOMIC INTERESTS – FORM 700

C. REQUEST TO CHANGE 3/16 TO 3/23 BOARD MEETING

9. STAFF REPORT:

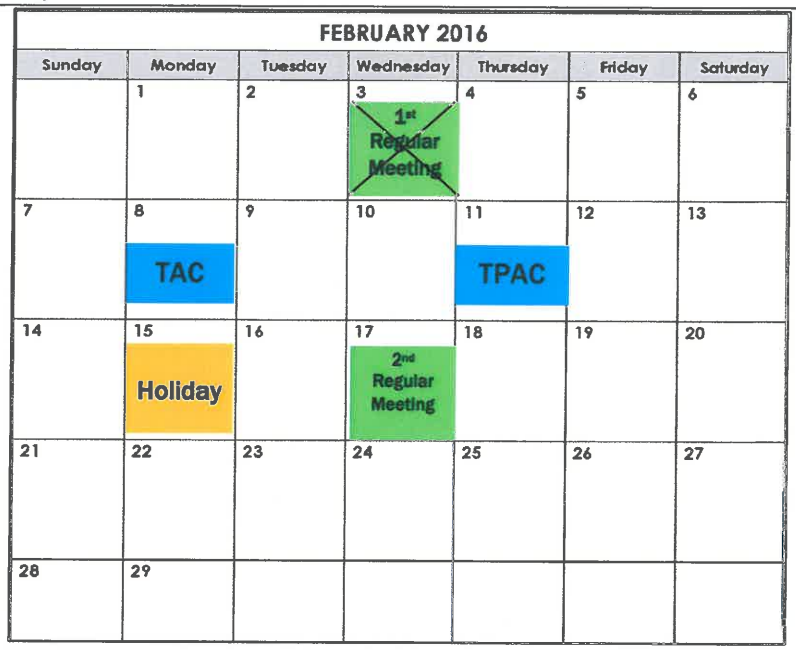
A. MONTHLY MAINTENANCE REPORT

10. ADJOURNMENT:

CUPERTINO SANITARY DISTRICT
MEETING/EVENT SCHEDULE

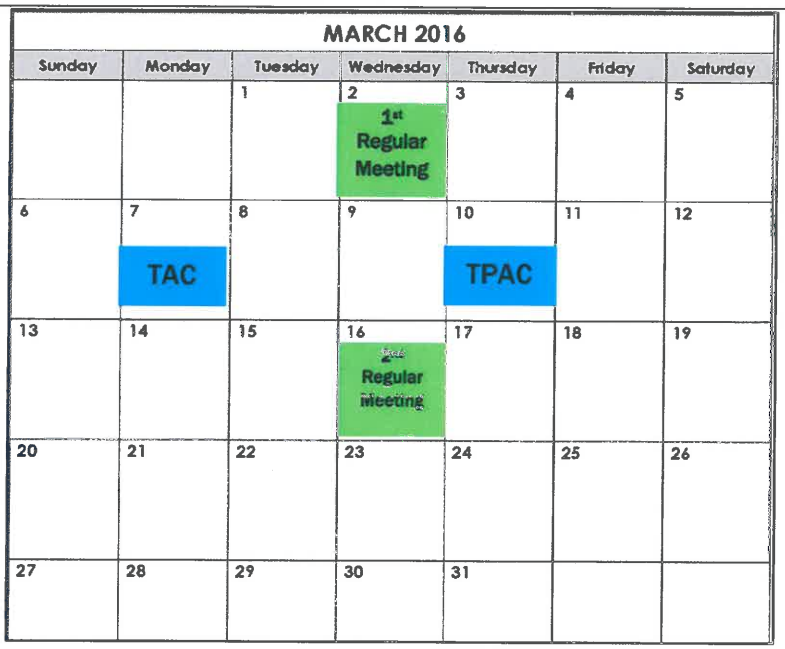
FEBRUARY 2016

02/03: 1st Regular Meeting-CANCELED
02/08: TAC Meeting
02/11: TPAC Meeting
02/15: Holiday-President's Day-Office Closed
02/17: 2nd Regular Meeting



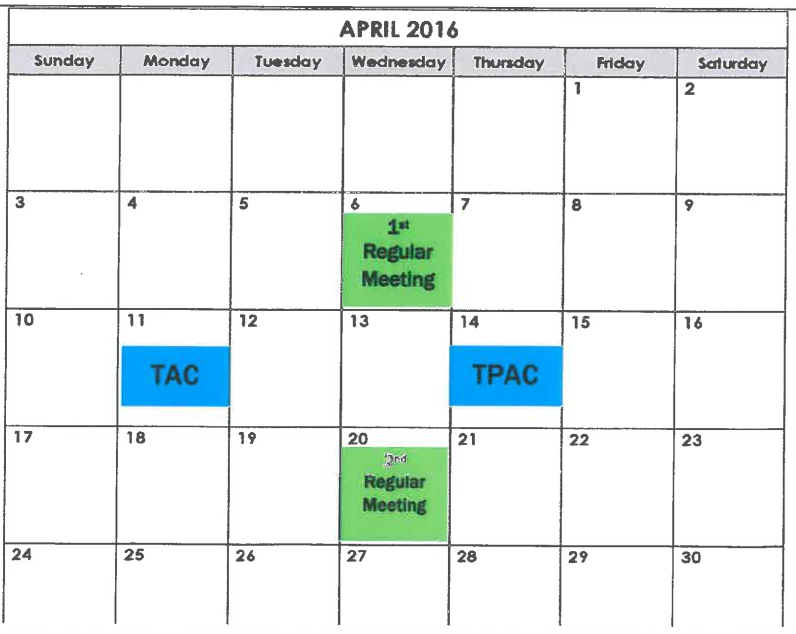
MARCH 2016

03/02: 1st Regular Meeting
03/07: TAC Meeting
03/10: TPAC Meeting
03/16: 2nd Regular Meeting



APRIL 2016

04/06: 1st Regular Meeting
04/11: TAC Meeting
04/14: TPAC Meeting
04/20: 2nd Regular Meeting



SANITARY BOARD MEETING
MONDAY, JANUARY 25, 2016

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:30 p.m. in the Stevens Creek Office Center, 20863 Stevens Creek Boulevard, Suite 100, Cupertino, California.

ROLL CALL:

President Andrews called the meeting to order and the following proceedings were had to wit: Roll call was taken, with the following members in attendance:

Directors present: Angela S. Chen, John M. Gatto, William A. Bosworth, Patrick S. Kwok and Steve C. Andrews.

Staff present: Manager Richard K. Tanaka, Staff Member Ivy To, and Counsel Marc Hynes.

MINUTES & BILLS:

On a motion by Director Gatto, seconded by Director Bosworth, by a vote of 4-0-1 the Minutes of the meeting of January 6, 2016 were approved. Director Kwok abstained.

By consensus, it was ordered that the Approved Minutes of December 16, 2015 be Noted & Filed.

The Board reviewed the financials. On a motion by Director Bosworth, seconded by Director Kwok, it was ordered by a vote of 5-0-0 that the payment of Bills for the month of December be approved as written.

WARRANT NUMBER	FUND	AMOUNT	PAYEE	DESCRIPTION	
N/A	M&O	$2,923.45	ADP Payroll	Director Fees	
17855	M&O	$3,700.00,	Vargas & Company	Audit	
17851	M&O	$1,116.89	Dooley Insurance Services	Insurance	
17847	M&O	$12,702.50	Atkinson – Farasyn, LLP	Legal	
17860	M&O	$373,093.75	Mark Thomas & Company, Inc.	Office Expenses	$800.00
				Management Services	$36,507.13
				Engineering Services	$56,925.49
				Plan Ck & Inspection	$7,437.32
				Printing/Publication	
				Repairs & Maintenance	$202,237.10
				Emergency Funds	$15,621.95
				Travel & Meeting	
				Operating Supplies	$177.88
				Utilities	$1,762.70
				CIP	$51,624.18
17895	M&O	$104,276.91	CSRMA	Insurance	
17858	M&O	$100.00	SCC Special Districts Association	Membership Dues	
17856	M&O	$56,365.50	Able Underground Construction	Repairs & Maintenance	
				Emergency	$3,776.50
				1% Discount	($601.42)

WARRANT NUMBER	FUND	AMOUNT	PAYEE	DESCRIPTION	
17849	M&O	$170	Cunha Lanscape Services, Inc.	Repairs & Maintenance	
17850	M&O	138.33	Cupertino Supply	Repairs & Maintenance	
17857	M&O	$17,767.25	Roto-Rooter Sewer Service	Repairs & Maintenance	
				Emergency	$2,157.74
				1% Discount	($199.25)
17854	M&O	$2,349.00	Shape Incorporated	Capital Outlay – Equipment	
17848	M&O	$1,574,449.00	City of San Jose	T.P. Operations & Maintenance	$1,190,707.00
				Capital Outlay – TP Cap Outlay	$383,742.00
17846	M&O	$147.65	AT&T Flow Monitoring	Utilities	
17852	M&O	$2,757.40	PG&E	Utilities	
17853	M&O	$49.04	San Jose Water Company	Utilities	
TOTAL		**$2,157,240.24**			

The Directors submitted their January 2016 timesheets to Staff.

CORRESPONDENCE:

The Board reviewed correspondence from customers regarding 2 commendations for Field Inspector, Jason Atherton on a job well done.

MEETINGS:

Staff will attend the regular meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) to be held on February 8, 2016.

Director Kwok will attend the regular meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) to be held on February 11, 2016.

REPORTS:

Manager Tanaka reported on the regular meetings of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) held on January 11, 2016.

Director Gatto reported on the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) held on January 14, 2016.

Manager Tanaka reported on the Special Financing Meeting Regarding Treatment Plant held on January 15, 2016. He reported it was a review of existing financing options and new information on the status of the SRF loan applications.

Board Members and Staff attended the CASA Conference be held January 20-22, 2016 in Palm Springs, Ca. Director Andrews and District Counsel did not attend.

Director Chen attended the CSRMA Risk Pre-Conference Seminar held on January 19, 2016 in Palm Springs, Ca.

Director Bosworth reported on the CSRMA Board of Directors meeting held on January 21, 2016 in Palm Springs, Ca.

Director Gatto reported on roundtable discussion of lateral program held on January 21, 2016 in Palm Springs, Ca.

UNFINISHED BUSINESS:

Staff Member To reported on status of Apple Campus 2. This is still pending.

Staff Member To reported on status of presentation at Forum to be held February 16, 2016. Staff Member To and Director Andrews will be giving an informative presentation on the topic of excess debris accumulation at The Forum.

NEW BUSINESS:

The Board discussed Board Meeting Calendar. With consensus it was agreed to keep the regular Board meeting as scheduled on Monday, February 3, 2016 and cancel if there is nothing new to report.

Manager Tanaka reported on the equipment status and aftermarket cost for 3 vehicles. After discussion by the Board, on a motion by Director Gatto, seconded by Director Kwok, by a vote of 5-0-0 the purchase of 3 vehicles was approved.

STAFF REPORT:

Staff Member To reported on the September Drive Sanitary Sewer Project. The contractor finalized the project. The District accepted the project. City is preparing final invoice. District's agreement to reimburse City for administration continues for another year during the warranty period.

Manager Tanaka reported on the Fourth Quarter Credits from City of San Jose.

Staff Member To reported on the Master Plan. District will have V&A Consultants install 28 meter stations this week and will monitor I&I for the next 6 weeks. For the last 2-3 weeks a crew has been cctv-ing on rainy days near Foothill. They found significant inflow & infiltration.

Staff Member To reported on Pierce Road Pump Station rehabilitation. The pump station is old and does not have guide rails to access the station. Each time entry is done, it must be done as confined space and hazmat entry with Able Underground Construction, costing $2,000 per entry. The estimated cost to retrofit the pump station with guide rails is between $15,000 - $18,000.

Staff Member To reported on City of Saratoga sink hole issue. It was decided that the District will lower to grade the manhole to the grade of the street. Estimated costs are about $5,000.

Manager Tanaka reported on Mass Emission Report to City of San Jose.

Manager Tanaka reported on the monthly maintenance report.

CLOSED SESSION:

On a motion properly made and seconded, at 8:51 p.m. the regular meeting was adjourned and closed session began in accordance with government code section 54956.9(d)4.

Reportable Action: Reject proposed agreement. The restated agreement does not include the expressed concerns of the District; therefore, District will not sign City's proposed agreement by February 1, 2016.

ADJOURNMENT:

On a motion properly made and seconded, at 9:50 p.m. the closed session was adjourned and regular meeting was called to order and was properly adjourned at 9:55 p.m.

_____
President of the Sanitary Board

_____
Secretary of the Sanitary Board

APPROVED

SANITARY BOARD MEETING
WEDNESDAY, JANUARY 6, 2016

The Cupertino Sanitary District Board convened this date at 7:29 p.m. in the Stevens Creek Office Center, 20863 Stevens Creek Boulevard, Suite 100, Cupertino, California.

ROLL CALL:

President Chen called the meeting to order and the following proceedings were had to wit: Roll call was taken, with the following members in attendance:

Directors: Angela S. Chen, Steve C. Andrews, John M. Gatto and William A. Bosworth were present. Director Patrick S. Kwok was on excused absence.

Staff present: Manager Richard K. Tanaka, Staff Member Ivy To and Counsel Marc Hynes.

Guest present: Michelle Kaelker-Boor, Board President of Burbank Sanitary District

MINUTES:

On a motion by Director Gatto, seconded by Director Bosworth, by a vote of 4-0-0, it was ordered that the Minutes of Wednesday, December 16, 2015 be approved with revision.

On a motion by Director Gatto, seconded by Director Bosworth, by a vote of 4-0-0, it was ordered that the Minutes of December 2, 2015 be Noted & Filed.

PERSONAL PRESENTATIONS:

Guest, Michelle Kaelker-Boor, presented and discussed with the Board regarding Burbank Sanitary District's Board meeting of January 4, 2016.

ELECTION OF NEW OFFICERS AND APPOINTMENTS TO COMMITTEES:

The Board elected District Officers and discussed appointment of District Representatives for 2016. By a unanimous motion and by a vote of 4-0-0 it was ordered that the Slate of Officers and Representatives for the District be approved for 2016, effective January 6, 2016, as follows:

President	Steve C. Andrews
Secretary	John M. Gatto
Secretary Pro-Tem	William A. Bosworth
TPAC	Director Gatto
Alternate	Director Kwok
Special Districts Association	Director Bosworth
Alternate	Director Chen

CASA	President Andrews
Alternate	Director Gatto
CSRMA	Director Bosworth
Alternate	Director Chen
Finance Committee	Directors Bosworth & Kwok
TAC	Manager Tanaka

CORRESPONDENCE:

There was no correspondence to report.

MEETINGS:

Manager Tanaka will attend the regular meeting of the San Jose/ Santa Clara Treatment Plant Technical Committee (TAC) to be held on January 11, 2016.

Director Gatto will attend the regular meeting of the San Jose/ Santa Clara Treatment Plant Technical Advisory Committee (TPAC) to be held on January 14, 2016.

President Chen will attend the CSRMA Pre-Conference Seminar at CASA Conference to be held on Tuesday, January 19, 2016 in Palm Springs, CA.

All Board Members will attend the CASA Conference to be held January 20-22, 2016 in Palm Springs, CA. District Counsel will not attend.

All Board Members will attend two Roundtable Sessions each to be held Wednesday, January 20, 2016 at the CASA Conference in Palm Springs, CA.

Director Bosworth will attend the CSRMA Board of Directors Meeting at CASA Conference to be held on January 21, 2016 in Palm Springs, CA.

REPORTS:

No reports.

UNFINISHED BUSINESS:

The Board discussed the status of Apple Campus 2 project close-out. Staff reported that Apple has not responded to District's about which option they choose to remedy the issue regarding sewer main on Pruneridge Avenue, and the final punch list still has not been approved. On a motion by President Andrews, seconded by Director Gatto, on a vote of 4-0-0 it was ordered that District is not to issue any sewer permits for Apple Campus 2 Project until project close-out has been accepted by the Board.

The Board discussed Peacock Business Ordinance Violation. Peacock Indian Restaurant has not complied with District Ordinance 114. On a motion by President Andrews, seconded by Director Chen, on a vote of 4-0-0 it was ordered that District issue administrative citation.

NEW BUSINESS:

Staff reported that the spare pump is now being used at the Country Club Pump Station and the District needs to consider purchase of spare pumps. The Board discussed the purchase and by a motion by President Andrews, seconded by Director Chen, on a vote of 4-0-0 the purchase of two spare pumps was approved.

STAFF REPORT:

Staff reported on the status of presentation at Forum. President Andrews and Staff Member To will present on the topic of "What Not to Flush". The presentation is scheduled to take place on Tuesday, February 16, 2016 at 11 a.m.

Staff reported on 3 main repairs that needed to be made as a result of the CCTV in the areas of the City overlay and Riverwatch requirements within 200 feet of the creek. The pipes are cast iron that corroded over time, and the estimated costs of the three repairs are estimated to be $100,000. Board concurred with staff that these repairs need to be completed.

Staff reported on Prospect Pump Station generator update. Staff issued the notice to proceed to the Contractor with allowing substitution for fence to steel in lieu of the aluminum at a cost saving of approximately $14,000.

Staff reported on strategies for reducing I&I. On a motion by Director Gatto, seconded by Director Bosworth, on a vote of 4-0-0, Board authorized District Manager to enter into an agreement with V&A for I&I Study for amount not to exceed $150,000.

CLOSED SESSION:

President Andrews adjourned the regular meeting session and opened the closed session at 8:43 p.m. in accordance with government code section 54956.9(d)4. No reportable action was taken at the closed session. President Andrews adjourned the closed session and the regular meeting was called to order at 9:27 p.m.

ADJOURNMENT:

On a motion properly made and seconded, the regular meeting was properly adjourned at 9:28 p.m.

_____
President of the Sanitary Board

_____
Secretary of the Sanitary Board

CUPERTINO SANITARY DISTRICT

WARRANTS PAYABLE - FEBRUARY 17, 2016

WARRANT NUMBER	FUND		AMOUNT	PAYEE	DESCRIPTION	
N/A	M&O	$	4,019.62	ADP	Directors Fees	
17877	M&O		$191,170.20	Mark Thomas & Co., Inc.	Office Expense	$400.00
					Management Services	$23,256.63
					Engineering Services	$20,992.72
					Plan Check & Inspection	$5,277.80
					Repairs & Maintenance	$94,588.23
					CIP-Sewer Const.	$35,653.93
					Emergency	$4,148.78
					Utilities	$881.35
					Travel & Meetings (CASA)	$5,475.58
					Operating Expenses	$495.18
17867	M&O		1,116.89	Dooley Insurance Services	Insurance	
17875	M&O		108.77	Schwaab, Inc.	Operating Supplies	
17865	M&O		170.00	Cunha Landscape Services	Repairs & Maintenance	
17876	M&O		284.22	Home Depot Credit Services	Repairs & Maintenance	
17866	M&O		138.33	Cupertino Supply	Repairs & Maintenance	
17872	M&O		431.70	United Rentals	Repairs & Maintenance	
17863	M&O		48,197.66	Roto-Rooter	Repairs & Maintenance	
			123.26		Emergency	
17870	M&O		5,368.00	Pfeiffer Eletric Co.	Repairs & Maintenance	
17861 & 17862	M&O		58,202.09	Able Underground Const.	Repairs & Maintenance	
			1,692.91		Emergency	
17873	M&O		24,501.35	V&A Consulting Engineers	Capital Outlay - Sewer Const.	
17864	M&O		955.78	Angela Chen	Travel & Meetings	
17868	M&O		1,186.49	John M. Gatto	Travel & Meetings	
17874	M&O		771.59	William Bosworth	Travel & Meetings	
17869	M&O		979.83	Patrick Kwok	Travel & Meetings	
17871	M&O	$	3,416.33	PG&E	Utilities	
		$	342,835.02			

CUPERTINO SANITARY DISTRICT

MONTHLY FINANCIAL REPORT THROUGH FEBRUARY 2016

(8th Month of Operations - 67% into FY Operations)

FISCAL YEAR: July 1, 2015 to June 30, 2016

1/0/1900

EXPENSE REPORT

Account Name	Account Number	Amount budgeted	Prior Expenses	Amount Payable FEB	Total To Date Expenses	Remaining Balance	% Expended To Date	Comments
OPERATING EXPENSES								
Directors Fees	41030	$40,000.00	$17,278.56	$4,019.62	$21,298.18	$18,701.82	53%	Under Budget
Gasoline, Oil & Fuel	41060	$1,000.00	$190.00	$0.00	$190.00	$810.00	19%	Generally in Spring 2016
Insurance	41070	$150,000.00	$114,998.98	$1,116.89	$116,115.87	$33,884.13	77%	Monthly Directors & Crime Policy still to be paid
Memberships	41080	$24,000.00	$16,480.32	$0.00	$16,480.32	$7,519.68	69%	BACWA Memberships. CASA due soon
Office Expense	41090	$6,000.00	$2,461.13	$400.00	$2,861.13	$3,138.87	48%	Under Budget
Operating Supplies	41100	$1,000.00	$0.00	$108.77	$108.77	$891.23	11%	2016 CuSD date stamp
Contractual Services:								
Outfall Maintenance	41113	$190,000.00	$64,351.67	$0.00	$64,351.67	$125,648.33	34%	SJ payment only. No Santa Clara
T.P. Oper. & Maint.	41114	$4,897,086.00	$3,572,121.00	$0.00	$3,572,121.00	$1,324,965.00	73%	Three quarters paid
Professional Services:								
Management Services	41121	$210,000.00	$111,323.21	$23,256.63	$134,579.84	$75,420.16	64%	On target
Engineering Services	41122	$550,000.00	$243,564.54	$20,992.72	$264,557.26	$285,442.74	48%	Under Budget
Plan Ckg. & Insp.	41123	$135,000.00	$35,703.90	$5,277.80	$40,981.70	$94,018.30	30%	Less Plan Checking than anticiapted
Legal	41124	$35,000.00	$26,453.75	$0.00	$26,453.75	$8,546.25	76%	over budget TPAC, invoice next month
Audit	41125	$12,000.00	$11,700.00	$0.00	$11,700.00	$300.00	98%	100% done
Printing & Publications	41130	$30,000.00	$7,206.56	$0.00	$7,206.56	$22,793.44	24%	None Anticiapted - Under Budget
Repairs & Maintenance	41150	$2,900,000.00	$1,112,724.01	$207,380.23	$1,320,104.24	$1,579,895.76	46%	under budget
Travel & Meetings	41170	$35,000.00	$8,987.01	$9,369.27	$18,356.28	$16,643.72	52%	CASA included
Utilities	41190	$75,000.00	$29,257.31	$4,297.68	$33,554.99	$41,445.01	45%	On target
Refunds & Reimbursements:								
Miscellaneous	41201	$10,000.00	$4,375.32	$0.00	$4,375.32	$5,624.68	44%	None this period
Connection Fees	41202	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0%	None to Date
Checking & Inspection	41203	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0%	None to Date
Emergency Funds	48000	$250,000.00	$67,521.35	$5,964.95	$73,486.30	$176,513.70	29%	7 emergencies this month. Under budget
Consolidated Election	48001	$2,000.00	0.00	$0.00	$0.00	$2,000.00	0%	None to Date
TOTAL OPERATING EXPENSES		**$9,563,086.00**	**$5,446,698.62**	**$282,184.56**	$5,728,883.18	**$3,832,202.82**	60%	
CAPITAL EXPENSES								
Sewer Construction	46041	$1,600,000.00	$564,144.39	$60,155.28	$624,299.67	$975,700.33	39%	September Drive SS
T.P. & Outfall Capital Improvemen	46042	$1,600,000.00	$1,814,518.89	$0.00	$1,814,518.89	($214,518.89)	113%	Budget based on Short Term Financing
Equipment	46043	$150,000.00	$56,161.32	$0.00	$56,161.32	$93,838.68	37%	under budget
Replacement Fund	46044	$300,000.00	$0.00	$0.00	$0.00	$300,000.00		Annual Reserve setaside
TOTAL CAPITAL EXPENSES		**$3,650,000.00**	**$2,434,824.60**	**$60,155.28**	**$2,494,979.88**	**$1,155,020.12**	68%	SJ Treatment over budget, Cash in lieu of credit
TOTAL EXPENSES		**$13,213,086.00**	**$7,881,701.10**	**$342,835.02**	**$8,224,536.12**	**$4,988,549.88**	62%	6 months, 1/2 into fiscal year

CUPERTINO SANITARY DISTRICT
MONTHLY FINANCIAL REPORT THROUGH FEBRUARY 2016
(8th Month of Operations - 67% into FY Operations)
FISCAL YEAR: July 1, 2015 to June 30, 2016

REVENUE REPORT

Account Name	Account Number	Amount budgeted	Prior Receipts	Current Month Receipts FEB	Total Amount Received	Remaining Balance to Collect	% Earned ToDate	Comments
OPERATING								
Service Charges	31010							
Handbilling		$418,500.00	$45,151.64	$0.00	$45,151.64	$373,348.36	10.789%	Hand billing collection from last fiscal year
Tax Roll		$11,598,513.00	$0.00	$6,606,499.39	$6,606,499.39	$4,992,013.61	56.960%	First payment
Permit Fees	31020	$15,000.00	$2,052.00	$0.00	$2,052.00	$12,948.00	13.680%	On Target
Acreage	31031	$15,000.00	$9,928.80	$0.00	$9,928.80	$5,071.20	66.192%	Revenue will exceed budget
Front Footage	31032	$20,000.00	$14,464.62	$0.00	$14,464.62	$5,535.38	72.323%	Will likely exceed budget revenue
Addional Dwelling	31033	$25,000.00	$5,330.00	$835.00	$6,165.00	$18,835.00	24.660%	On target
Addtional Density	31034	$150,000.00	$58,006.67	$0.00	$58,006.67	$91,993.33	38.671%	On Target
Checking & Inspection Fees	31040	$130,000.00	$118,173.00	$5,550.00	$123,723.00	$6,277.00	95.172%	Will likely exceed budget revenue
Annexation	32010	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0.000%	None to date
Interest	32050	$90,000.00	$58,425.27	$29,283.01	$87,708.28	$2,291.72	97.454%	Larger balance plus slightly better ROI
Credit for FY14-15 O&M/CIP	32091	$30,000.00	$630.00	$2,235,489.18	$2,236,119.18	($2,206,119.18)	7453.731%	Third Quarter Credit Payment from SJ
Lateral Construction	32093	$5,000.00	$9,600.00	$0.00	$9,600.00	($4,600.00)	192.000%	Expects to be in the range of $15,000
Mann Drive	32094	$0.00	$21,891.28	$0.00	$21,891.28	($21,891.28)	0.000%	For 10390 Mann Drive - Dundee Maples
TOTAL OPERATING REVENUE		**$12,499,513.00**	**$343,653.28**	**$8,877,656.58**	**$9,221,309.86**	**$3,278,203.14**	**73.773%**	
Revenue Transfer		$0.00	$0.00	$0.00	$0.00	$0.00	0.000%	Reserve Account
TOTAL REVENUE		**$12,499,513.00**	**$343,653.28**	**$8,877,656.58**	**$9,221,309.86**	**$3,278,203.14**	**73.773%**	

CASH ACCOUNT SUMMARY

Date	Description	Balance
June 30, 2015	Ending Balance	$22,383,019.85
July 31, 2015	Ending Balance	$20,463,651.48
August 31, 2015	Ending Balance	$20,141,684.42
September 30, 2015	Ending Balance	$19,816,893.47
October 31, 2015	Ending Balance	$17,329,199.39
November 30, 2015	Ending Balance	$16,878,492.78
December 31, 2015	Ending Balance	$16,696,943.62
January 31,2016	Ending Balance	$21,226,998.08

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

Office of the City Attorney
RICHARD DOYLE, CITY ATTORNEY

ROSA TSONGTAATARII
Sr. Deputy City Attorney
Direct Line: (408) 535-1985

February 9, 2016

VIA ELECTRONIC MAIL ONLY

Richard Tanaka
Mark Thomas and Company
Burbank Sanitary District
Cupertino Sanitary District Board
CSD 2-3
rtanaka@markthomas.com

Jon Newby
West Valley Sanitation District
jnewby@westvalleysan.org

Nina Hawk
City of Milpitas
nhawk@ci.milpitas.ca.gov

Re: **California Public Records Act Request**
Sanitary Sewer Collection and Treatment Program

Dear Sir or Madam:

This letter is submitted pursuant to the California Public Records Act, California Government Code Section 6250 et seq, and requests records in the custody, control, or possession of the City of Milpitas, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and CSD 2-3 (individually "Tributary Agency" or collectively "Tributary Agencies"):

1. All documents relating to how each Tributary Agency establishes the annual sanitary sewer rates for customers within its jurisdiction since 2005 including, but not limited, to documents concerning:
   a. rate model(s) and studies;
   b. flow studies and other studies concerning sewer collection system or wastewater treatment capacity;
   c. sewage capacity for both collection and treatment;

d. sewer customer uses;
e. number of sewer customer users by the categories set forth in the California State Revenue Guidelines;
f. methodology and calculations for validating and establishing sewer customer user categories;
g. methodology and calculations used to establish collection system rate or as a portion of the sanitary sewer rate;
h. methodology and calculations used to establish wastewater treatment rate or as a portion of the sanitary sewer rate;
i. sanitary sewer customer notices relating to rates; and
j. sampling and laboratory analysis of wastewater discharged from the Tributary Agency's service area.

2. All documents relating to how each Tributary Agency determines its estimated annual wastewater flow to RWF since 2005.

3. All documents relating to each Tributary Agency's annual budget for the sewage collection and treatment program since 2005 including, but not limited to, documents concerning:

a. administration cost;
b. sewer collection system cost (e.g. operation and maintenance, and capital projects);
c. overhead calculation;
d. payments to the City of San Jose for wastewater treatment services;
e. credits received from the City of San Jose;
f. the accounting of the credits received from the City of San Jose and the disposition of the credits;
g. any financing of the sewer collections system and for wastewater treatment services;
h. overhead rate for the Tributary Agency;
i. overhead expense for all capital projects; and
j. rent or other costs for use of facilities by the Tributary Agency.

4. All documents relating to each Tributary Agency that receives recycled water from the South Bay Water Recycling Program ("SBWR") since 1998 including, but not limited to documents concerning:

a. annual charges to the City of San Jose and reimbursement from the City of San Jose for SBWR operation and maintenance;
b. annual charges and billing for staff and consultants by the Tributary Agency for SBWR related activities; and

c. annual recycled water wholesale cost and revenue received from retail sale of recycled water.

5. All documents relating to each Tributary Agency's purchase and sale of wastewater treatment capacity in the RWF.

6. All documents relating to the settlement agreement between the Tributary Agency and any third parties including regulatory agencies concerning sanitary sewer overflows.

7. All documents concerning the Tributary Agency's annual report since 2005.

8. All documents concerning the Regional Wastewater Facility Plant Master Plan except documents that were created by the City of San Jose, or provided by the City of San Jose to the Tributary Agency.

For the purposes of this request:

1. The terms "and" and "or" are used herein as terms of inclusion and not of exclusion and shall have both conjunctive and disjunctive meanings, and the words "any" and "all" mean each and every.

2. The term "documents" shall mean any and all public records as defined under the California Public Records Act, including without limitation reports, records, drafts, letters, memoranda, notes, communications, inspection reports, logs, tables, spreadsheets, books, photographs, electronic files, emails, facsimiles, diagrams, documents, and every other means of recording upon any tangible thing any form of communication or representation.

3. The term "person" means any natural person, firm, association, organization, partnership, trust, corporation, governmental entity, or other entity of any type, nature or description.

4. The terms "relating to" or "concerning" mean in whole or in part to discuss, describe, reflect, memorialize, contain, analyze, study, report on, comment on, evidence, constitute, embody, identify, state, consider, recommend, set forth, concern, address, deal with or in any way pertain to.

If, for any reason, the Tributary Agency decides to withhold or otherwise redact information contained in its files relating to the public records described above on the basis of privilege, please provide a statement describing the nature of any such material and the basis for any such decision, citing the legal authorities on which the Tributary Agency relies.

As required by California Government Code section 6253, please reply to this request promptly and no later than ten (10) days from today. Due to the Tributary Agencies' recent claim against the cities of San Jose and Santa Clara, we are unable to first extend you the courtesy of an informal request. We are amenable to electronic disclosure of records requested. To the extent that certain records are available before others, we ask that you please provide such documents on a rolling basis.

If you have any questions regarding this request, please feel free to contact Ashwini Kantak at (408) 975-2553, or me at (408) 535-1985 if Ms. Kantak is not available. Thank you in advance for your attention to this matter.

Very truly yours,

RICHARD DOYLE, City Attorney

By: Rosa Tsongtaatarii
ROSA TSONGTAATARII
Sr. Deputy City Attorney

Cc:
Kerrie Romanow, City of San Jose
Richard E. Nosky, Jr., Santa Clara City Attorney (rnosky@santaclaraca.gov)
Christopher Diaz, Milpitas City Attorney (christopher.diaz@bbklaw.com)
Sarah Quiter, West Valley Sanitation District Counsel (squiter@meyersnave.com)
Marc G. Hynes, Cupertino Sanitary District Counsel (hynes.marc@gmail.com)
Jennifer E. Faught, Burbank Sanitary District Counsel (jfaught@meyersnave.com)
Michael L. Rossi, CSD 2-3 Deputy County Counsel (Michael.rossi@cco.sccgov.org)

RLT/rlt

COUNTY SANITATION DISTRICT NO. 2-3
OF SANTA CLARA COUNTY

Item 7B

Attachment c

February 11, 2016

Treatment Plant Advisory Committee
City of San Jose
200 E. Santa Clara St.
San Jose, CA 95113

Re: Item 5 A: Master Agreement Claim Hearing Process

Dear Members of the Treatment Plant Advisory Committee

As you know this past Monday, February 8, 2016, the San Jose City Council held a study session on the San Jose/ Santa Clara Regional Wastewater Facility Capital Improvement Program. Tributary Agencies staff and several members of the Boards attended the session to hear San Jose's presentation to the City Council. The Tributary Agencies appreciated the opportunity to present their concerns to the San Jose City Council and to answer questions that were raised. This opportunity improved the communication and helped to eliminate what the Tributary Agencies believe was a misrepresentation by City staff of our position. As we had indicated in the Study Session, the Tributary Agencies stand ready and willing to work with the City of San Jose to resolve the issues we have raised, to allow for successful implementation of the capital improvements for the treatment plant. The Tributary Agencies are open to the offer from Mayor Liccardo to the use of a mediator in an effort to expedite resolution.

We look forward to the Leadership from the City Council to a process that will ultimately lead to an amenable agreement.

However, we are receiving mixed messages from the City of San Jose staff. While on the one hand, we are optimistic about working with San Jose City Council to resolve the issues, the Tributary Agencies received a Public Records Act request on February 9, 2016 for detailed information about the Tributary Agencies' methods of rate calculation, budgeting, settlement agreements with third parties regarding sanitary sewer overflows, and other information. We do, however, question the timing of the city's request -- the same day council expressed a willingness to address our concerns through further discussions – and the staff's reasoning for the filing. While we will of course be complying with the request, we do not believe that the information requested will be helpful towards resolution of the Tributary Agencies' Claim and the other issues before us. The Tributary Agencies are wondering whether the City Council is aware that City of San Jose Staff issued this Public Records Act request to us. Based upon the inconsistent messages received, the Tributary Agencies would like to know the City of San Jose's positon on resolving the issues in good faith.

Sincerely,

City of Milpitas

_____
Nina Hawk, Public Works Director
nhawk@ci.milpitas.ca.gov
phone: (408) 586-2603

West Valley Sanitation District

_____
Jon Newby, District Manager and Engineer

Burbank Sanitary District

_____
Richard Tanaka, District Manager

Cupertino Sanitary District

_____
Richard Tanaka, District Manager

County Sanitation District 2-3

_____
Richard Tanaka, District Manager
2603960.1

COST SHARING AGREEMENT AMONG WEST VALLEY SANITATION DISTRICT, CUPERTINO SANITARY DISTRICT, COUNTY SANITATION DISTRICT NO. 2-3, BURBANK SANITARY DISTRICT, AND THE CITY OF MILPITAS

This Cost Sharing Agreement ("Agreement") is entered into by and between the West Valley Sanitation District, Cupertino Sanitary District, County Sanitation District No. 2-3, Burbank Sanitary District, and the City of Milpitas (each individually a "Party" and collectively the "Parties" or "Common Interest Group") effective the ___ day of February, 2016 ("Effective Date").

RECITALS

A. On August 25, 2015, the Parties formed a Common Interest Group pursuant to a Common Interest, Privilege, and Confidentiality Agreement ("Common Interest Agreement"), in order to exchange privileged and confidential information among themselves to advance their common interests in negotiating amendments to their respective Master Agreements for Wastewater Treatment with the Cities of San José and Santa Clara.

B. Section 3(E) of the Common Interest Agreement contemplates that the Parties may jointly hire one or more consultants or experts to represent the Common Interest Group, and where such consultant or expert is covered by the common interest doctrine or joint defense privilege that applies to the Common Interest Group thereunder.

C. The Parties now desire to hire one or more consultants or experts to provide services on behalf of the Common Interest Group.

D. The Parties further desire to share the costs associated with (i) hiring the consultants or experts; (ii) attorneys' fees associated with any legal services provided on behalf of the entire Common Interest Group by legal counsel retained for the purposes of common interest efforts contemplated in this Agreement, in the amounts specified herein; and (iii) the costs of any mediation.

E. The Parties' adherence to the Common Interest Agreement shall be considered consideration for this Agreement

TERMS AND CONDITIONS

NOW THEREFORE, the Parties agree as follows:

1. COST SHARING IN COMMON INTEREST EFFORTS

A. The Parties hereby agree and acknowledge that the following cost categories shall be shared pursuant to the percentages specified in Exhibit A:

i. The hiring of any consultants or experts on behalf of the Common Interest Group, including but not limited to their costs of performing such consulting or expert services on behalf of the Common Interest Group.

ii. Legal services performed by legal counsel retained by the Administrative Agency on behalf of the Common Interest Group and that are intended to benefit the Common Interest Group as a whole and not an individual Party. The costs of such legal services must be reasonable and must be documented using timekeeping software or other reliable methods of documentation.

a. For the purposes of this Agreement, legal services shall specifically exclude time spent by the Parties' respective legal counsel reviewing attorney work product prepared by legal counsel retained by the Administrative Agency on behalf of the Common Interest Group.

iii. The costs of hiring any mediator, arbitrator, or other third-party neutral.

iv. The costs of hiring a third party financial agent, if necessary, as provided in Section 2(B).

B. Nothing herein shall prevent any Party from incurring consultant, expert, or legal costs and fees on its own behalf to support its independent efforts, and to ensure that the Party is adequately defended in any administrative or legal proceeding.

2. ADMINISTRATIVE AGENCY

A. The Parties hereby designate West Valley Sanitation District ("WVSD") as the initial Administrative Agency responsible for entering into contracts with consultants, experts, and legal services on behalf of the Common Interest Group, the payment of any related invoices, as well as overseeing and distributing the reimbursement of costs as provided in Section 3 below. In the event another Party seeks to enter into contracts with consultants, experts, and/or legal services on behalf of the Common Interest Group, such Party shall notify the Common Interest Group of its intention, and the Common Interest Group shall mutually agree in writing to such arrangement.

B. The term of WVSD as Administrative Agency shall end on December 31, 2016, unless WVSD provides written notice of its intent to continue as the Administrative Agency on January 1, 2017. Within ninety (90) calendar days prior to December 31, 2016, WVSD shall provide all Parties with written notice of either its intent to continue as the Administrative Agency, or its intent to resign as the Administrative Agency. Should WVSD resign its position, then another Party may volunteer to act as the Administrative Agency by providing all Parties with written notice prior to the date of resignation. If a Party volunteers to become the Administrative Agency, then the term shall be for a minimum of one (1) year from the date such duties are assumed. Before the term expires, the same procedures shall be followed for providing written notice of an intent to continue as the Administrative Agency or to resign. If no Party volunteers within thirty (30) calendar days after receiving the written

notice of resignation, then the Parties shall hire a third party financial agent to act as the Administrative Agency.

C. In the event another Party becomes the Administrative Agency, all existing contracts with the prior Administrative Agency shall be assigned to the new Administrative Agency. However, in the event a third party financial agent becomes the Administrative Agency, then the Parties shall promptly meet and confer to determine how existing and new contracts shall be managed.

D. The Administrative Agency shall keep sufficient records that would allow appropriate review by an outside auditor at any time, at the request of any Party.

E. The Administrative Agency shall be entitled to a ten percent (10%) administrative fee for carrying out its obligations pursuant to this Agreement. The fee shall be calculated by multiplying the total cost of services subject to cost sharing by one hundred ten percent (110%) and shall be allocated to the parties in accordance with the cost allocation percentages in Exhibit A.

3. PAYMENT PROCEDURE

A. The Parties shall pay their allocated share of costs identified in Section 1(A) twice per year, by June 30 and December 31 of each year (hereinafter referred to as a "Payment Deadline"), based upon the percentages specified in Exhibit A.

B. Sixty (60) calendar days before any Payment Deadline, each Party that has incurred costs identified in Section 1(A) shall provide the Administrative Agency with an itemized statement of costs incurred, attaching all related invoices and other relevant supporting documentation (hereinafter "Statement").

C. Upon receipt of all Statements, the Administrative Agency shall then have thirty (30) calendar days to review and compile all Statements received for that period.

D. Thirty (30) calendar days before any Payment Deadline, the Administrative Agency shall provide the Parties with an invoice of the allocated amounts owed by each Party. The invoice shall attach the Statements received from each Party and indicate the total amount of costs incurred and shared among the Parties for that period, including the administrative fee of ten percent (10%). On each invoice, the Administrative Agency shall indicate the address where payments shall be sent and to whom payments shall be made payable.

E. Unless payment of an invoice under this Agreement is disputed by a Party from which payment is requested, the Parties agree to pay any invoice that is duly presented pursuant to the terms of this Agreement by the Payment Deadline. All payments shall be by check, warrant, or electronic transfer.

4. AUTHORIZATION OF SERVICES

A. The Administrative Agency shall not contract with a consultant or expert on behalf of the Common Interest Group until the Parties mutually agree in writing regarding the hiring of the consultant or expert. After the Administrative Agency or another Party enters into a contract on behalf of the Common Interest Group that is subject to cost-sharing, no particular work shall be performed until each Party reviews and approves the scope of services to be performed and the estimated costs associated with such services, which for purposes of this Agreement shall be defined as a "Scope of Services." The following individuals, on behalf of each respective Party, are authorized to review and approve any Scope of Services:

For West Valley Sanitation District:

Jon Newby, District Manager and Engineer
West Valley Sanitation District
100 E. Sunnyoaks Avenue
Campbell, CA 95008
jnewby@westvalleysan.org

For Cupertino Sanitary District

Richard Tanaka, District Manager
Cupertino Sanitary District
20863 Stevens Creek Boulevard, Suite 100
Cupertino, CA 95014
rtanaka@markthomas.com

For County Sanitation District No. 2-3

Richard Tanaka, District Manager
County Sanitation District No. 2-3
20863 Stevens Creek Boulevard, Suite 100
Cupertino, CA 95014
rtanaka@markthomas.com

For Burbank Sanitary District

Richard Tanaka, District Manager
Burbank Sanitary District
20863 Stevens Creek Boulevard, Suite 100
Cupertino, CA 95014
rtanaka@markthomas.com

For City of Milpitas

Nina Hawk, Public Works Director
Public Works Department
City of Milpitas

1265 N. Milpitas Boulevard
Milpitas, CA 95035
nhawk@ci.milpitas.ca.gov

B. Each Party shall approve the Scope of Services by email confirmation or by signing the Scope of Services.

C. At no time during the term of this Agreement shall a Party's total allocated share of costs contemplated under this Agreement exceed one hundred thousand dollars ($100,000).

5. DISPUTE RESOLUTION

If the Administrative Agency disputes a Statement or if a Party disputes any expense provided in an invoice, the disputing party shall notify the other Party, in writing, within (30) calendar days of receiving the disputed statement or invoice. The Parties shall resolve their disputes informally to the maximum extent possible. The disputing Parties shall negotiate all matters in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. If the disputing Parties cannot informally resolve the dispute, they shall first attempt to resolve such dispute through non-binding mediation for a period not to exceed ninety (90) calendar days. If the Parties cannot mutually agree upon a mediator, then the presiding judge of the Santa Clara County Superior Court shall designate a mediator. Should mediation be unsuccessful, the dispute may be referred to private arbitration upon mutual written approval of the disputing Parties. If the disputing Parties do not mutually agree in writing to arbitration, a disputing party may commence an adversarial proceeding before any court of competent jurisdiction in the County of Santa Clara.

6. DEFAULT AND REMEDIES

If a Party fails to make a non-disputed payment by a Payment Deadline, the Administrative Agency shall provide the Party with written notice of non-payment (the "Non-Payment Notice"). Should a Party fail to remedy such non-payment within ten (10) business days of the receipt of a Non-Payment Notice, that Party shall be in default of this Agreement. In the event of default, such amounts due and owed shall bear interest at four percent (4%) per annum. Payment of such interest shall not excuse the non-payment of the underlying obligation, and such interest shall be owing in addition to all other rights and remedies provided to the Administrative Agency under this Agreement, at law and/or in equity, with respect to such non-payment.

7. TERM

This Agreement shall remain in full force and effect until such time as the Common Interest Agreement is terminated.

8. NOTICES

All notices hereunder must be in writing and must be served on the each of the Parties at the mail addresses or e-mail addresses of the individuals executing this Agreement, with copies to their counsel. Contact information may be changed by written notice to the other Parties to the Agreement. Any notice shall be deemed delivered five (5) business days after such mailing date if by U.S. mail, or the next business day if by e-mail. The mailing address, email address, and telephone number of each Party are as follows:

For West Valley Sanitation District:

Jon Newby, District Manager and Engineer
West Valley Sanitation District
100 E. Sunnyoaks Avenue
Campbell, CA 95008
jnewby@westvalleysan.org

With a copy to:

Sarah Quiter, District Counsel
Meyers Nave
555 12th Street, Suite 1500
Oakland, CA 94607
squiter@meyersnave.com

For Cupertino Sanitary District

Richard Tanaka, District Manager
Cupertino Sanitary District
20863 Stevens Creek Boulevard, Suite 100
Cupertino, CA 95014
rtanaka@markthomas.com

With a copy to:

Marc Hynes, District Counsel
Atkinson-Farasyn LLP
5050 El Camino Real, Suite 205
Los Altos, CA 94022
hynes.marc@gmail.com

For County Sanitation District No. 2-3

Richard Tanaka, District Manager
County Sanitation District No. 2-3
20863 Stevens Creek Boulevard, Suite 100

Cupertino, CA 95014
rtanaka@markthomas.com

With a copy to:

Michael L. Rossi, Lead Deputy County Counsel
Office of the County Counsel, County of Santa Clara
70 W. Hedding Street, E. Wing. 9th Floor
San José, CA 95110

For Burbank Sanitary District

Richard Tanaka, District Manager
Burbank Sanitary District
20863 Stevens Creek Boulevard, Suite 100
Cupertino, CA 95014
rtanaka@markthomas.com

With a copy to:

Jennifer Faught, District Counsel
Meyers Nave
555 12th Street, Suite 1500
Oakland, CA 94607
jfaught@meyersnave.com

For City of Milpitas

Nina Hawk, Public Works Director
Public Works Department
City of Milpitas
1265 N. Milpitas Boulevard
Milpitas, CA 95035
nhawk@ci.milpitas.ca.gov

With a copy to:

Christopher Diaz, City Attorney
Office of the City Attorney
455 East Calaveras Boulevard
Milpitas, CA 95035
christopher.diaz@bbklaw.com

9. SEVERABILITY

If any provision of this Agreement is found invalid or unenforceable, the balance of this Agreement will remain in full force and effect.

10. AMENDMENTS

This Agreement may not be amended except in a writing signed by all of the Parties.

11. JOINTLY DRAFTED

The Parties agree that this Agreement was jointly drafted by each Party, and no inference or rule of construction shall be applied based on the assumption that any individual Party drafted any provision in this Agreement.

12. CHOICE OF LAW

This Agreement shall be interpreted, governed by, and construed under the laws of the State of California. Any dispute regarding this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Santa Clara.

13. COUNTERPARTS AND SIGNATURES

This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts together shall constitute one and the same document. Signatures may be transmitted electronically.

14. AUTHORITY

The undersigned individuals represent that they are authorized to execute this Agreement on behalf of their respective Party.

WHEREFORE, the Parties, acting by their respective District Managers and City Manager, have hereto executed and entered into this Agreement as of the date indicated.

[signatures appear on following page]

WEST VALLEY SANITATION DISTRICT

Jon Newby

Jon Newby, District Manager and Engineer
Dated: 2/11, 2016

Approved as to Form:

Sarah Quiter, District Counsel

CUPERTINO SANITARY DISTRICT

Richard Tanaka, District Manager
Dated:_____, 2016

Approved as to Form:

Marc Hynes, District Counsel

COUNTY SANITATION DISTRICT 2-3

Richard Tanaka, District Manager
Dated:_____, 2016

Approved as to Form:

Michael L. Rossi, Lead Deputy
County Counsel

BURBANK SANITARY DISTRICT

Richard Tanaka, District Manager
Dated:_____, 2106

Approved as to Form:

Jennifer Faught, District Counsel

CITY OF MILPITAS

Thomas Williams, City Manager
Dated:_____, 2016

Approved as to Form:

Christopher Diaz, City Attorney

EXHIBIT A

Agency	FY 2015-16 RWF Capital Cost*	Cost Allocation
West Valley S.D.	$ 8,196,400	34%
Cupertino	$ 5,417,000	22%
Milpitas	$ 9,526,900	40%
C.S.D. No. 2-3	$ 672,800	3%
Burbank	$ 297,300	1%
TOTAL	$ 24,110,400	100%

* Source of data: Table 3 San Jose /Santa Clara Water Pollution Control Plant Allocation of Capital Costs Fiscal Year 2015-16

Cupertino Sanitary District

Memo

Item 8A

To: **Board of Directors**

From: **Richard Tanaka, District Manager-Engineer**

Date: **February 17, 2016**

Re: **Claim from Siena Apartment Homes, 7375 Rollingdell Drive**

Background:

On Saturday, December 26, 2015, the community manager at Siena Apartment Homes in Cupertino had a plumbing issue. They called their plumber, who came out snaked and hydrojetted. They did not find a solution, so they went around to the street and noticed District's manhole holding. The Community Manager then called emergency dispatch. District Inspector showed up to access, and dispatched Able Underground to pop a mainline stoppage which was a sewer segment running from Rollingdell Dr & Annette Way, in which they successfully cleared roots retrieved in a basket which caused the blockage. District informed the manager that it was it was the mainline that needed cleaning.

On January 6, 2016, the community manager submitted a claim to the District to reimburse the plumbing services in the amount of $631.50. The manager feels the District should reimburse this cost since the end result was the District's sewer main line that caused the backup.

Recommendation:

With any sewer backup, the District policy is for property owner to first call the District/emergency dispatch. Plumbing service companies as well as residents/retailers in our District are aware of this policy. The District's website and our annual reports mailers include this information. Staff recommends that the District may wish to reimburse the services of the claim as follows:

1) In the amount of $150.00 which is our normal cost for clearing laterals.
2) The entire amount of $631.50 due to fact that the stoppage was on the main and not the lateral.

Attachments:

1. Claim Form including Plumbing Invoice
2. Photo of MH holding
3. Email from Community Manager regarding Claim

CUPERTINO SANITARY DISTRICT

CLAIM FORM

A. THE NAME AND POST OFFICE ADDRESS OF CLAIMANT:	B: THE POST OFFICE ADDRESS TO WHICH THE PERSON PRESENTING THE CLAIM DESIRES NOTICES TO BE SENT:
Siena Apartment Homes 7373 Rollingdell Drive Cupertino, CA 95014 DAYTIME PHONE NUMBER: (408)996-1006 EVENING PHONE NUMBER: (408)996-1006	Same. PHONE NUMBER:

C. THE DATE, PLACE, AND OTHER CIRCUMSTANCES OF THE OCCURRENCE OR TRANSACTION WHICH GAVE RISE TO THE CLAIM ASSERTED:

DATE OF OCCURRENCE: 12/26/2015 TIME OF OCCURRENCE: 9:00am

PLACE OF OCCURRENCE: 7403 Stanford Place and Annette Way

CIRCUMSTANCES: Initially we had thought that it was our property issue with the plumbing, so we called the plumber who snaked 100 feet three times and then used the Hydro-Jetter machine. Nothing worked to get the pipes unclogged. Once we walked around the property to the street side, we noticed that the man hole was overflowing with raw sewage. We called the city and they determined that it was definitely their issue.

D. A GENERAL DESCRIPTION OF THE INDEBTEDNESS, OBLIGATION, INJURY, DAMAGE OR LOSS INCURRED SO FAR AS IT MAY BE KNOWN AT THE TIME OF PRESENTATION OF THE CLAIM:

Because we had to call our plumber out initially, we are now stuck with a bill for $631.50 Luckily there was no property damage to any of the units because we were able to catch this in time and called the city out prior to the toilets, tubs, and sinks backing up with raw sewage.

E. NAME OF THE AGENCY, ENTITY OR PUBLIC EMPLOYEE(S) CAUSING THE INJURY, DAMAGE, OR LOSS, IF KNOWN:

N/A

F. AMOUNT OF CLAIM: (IF LESS THAN $10,000.00) $ 631.50

JURISDICTION OF CLAIM: ☐ SUPERIOR COURT (CLAIMS OVER $25,000)

BASIS OF COMPUTATION: Invoice from Rapid Plumbing.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

SIGNATURE OF CLAIMANT OR REPRESENTATIVE: DATE: 01/06/2016

20863 STEVENS CREEK BLVD. #100, CUPERTINO, CA 95014
PH. (408) 253-7071 FAX (408) 253-5173

PO Box 5144, Santa Clara 95056
Phone (800) 784-6591, Fax (408) 213-0647

Invoice Date 12/26/2015
Invoice Number 1275028
Service Order SC27808

SOLD TO
SIENA17737
SIENA APTS
C/O LYON MANAGEMENT GROUP
7375 ROLLINGDELL DR
CUPERTINO, CA 95014

JOB SITE
SIENA APARTMENTS
7375 ROLLINGDELL DR
CUPERTINO, CA 95014

NET DUE $631.50

Tech	SLS #	Terms	Cust Class	Tax Code	Purchase Order	Invoice Type	
SJ1259	1	3		1201		Fixed Price	$631.50

Item Id		Tax Class	Units	Quantity	Unit Price	Extension
Work Performed: Upon arrival main line was clogged and backing up through the parking space 266. Ran 100 ft of 3/4 inch snake three rimes but it would not unclog. The hydro jetter was recommended and accepted by the manager. Hydro jetter was done and 300 ft were ran but it would not unclog we checked the city sewer and it was full so the problem is on the city sewer.						
WO: 1275028 Date: 12/26/2015 Tech: Juan Figueroa Upon arrival main line was clogged and backing up through the parking space 266. Ran 100 ft of 3/4 inch snake three rimes but it would not unclog. The hydro jetter was recommended and accepted by the manager. Hydro jetter was done and 300 ft were ran but it would not unclog we checked the city sewer and it was full so the problem is on the city sewer.			0			$0.00
sj1259 Juan Figueroa			1	EA		$0.00

Taxable	Non Taxable	Sales Tax	Total	Payments	NET DUE
$0.00	$631.50	$0.00	$631.50	$0.00	$631.50

Frankie Martinez

From: Siena Apartment Homes <7375sienaapartments@gmail.com>
Sent: Wednesday, January 06, 2016 6:04 PM
To: Frankie Martinez; 'David Gutierrez'
Cc: 'Robert Van Fredenberg'; Ivy To
Subject: RE: Main City Sewer Line Back Up
Attachments: 2016-01-06_Cupertino Sanitary District_Claim Form.pdf; 2016-01-05_Rapid Plumbing Invoice.pdf

Hi Frankie/Ivy,

Please see the attached filled out claim form and invoice from Rapid Plumbing. Please let me know if you need any more additional information to get this taken care of.

I really appreciate you help in getting this approved.

Thank you,
Marsha Matvy
Community Manager
Siena Apartment Homes
7375 Rollingdell Drive
Cupertino, CA 95014
(408) 996-1006
http://siena.eprodesse.com

From: Frankie Martinez [mailto:fmartinez@markthomas.com]
Sent: Wednesday, January 06, 2016 11:56 AM
To: David Gutierrez <David@eProdesse.com>; Siena Apartment Homes <7375sienaapartments@gmail.com>
Cc: Robert Van Fredenberg <R.VanFredenberg@eProdesse.com>; Ivy To <ito@markthomas.com>
Subject: RE: Main City Sewer Line Back Up

Attached is the claim form and instructions.

Best regards,

Frankie Martinez
(408) 253-7863 x2000
Cupertino Sanitary District
Mark Thomas & Company

From: Ivy To
Sent: Wednesday, January 06, 2016 11:54 AM
To: David Gutierrez; Siena Apartment Homes
Cc: Robert Van Fredenberg; Frankie Martinez
Subject: RE: Main City Sewer Line Back Up

Hi Marsha,

I understand your situation. Please submit a claim form with all necessary documentation, and we will take it to our Board of Director's at their next meeting to see if they can approve this.

Frankie, our front desk admin, will send you a claim form to fill out.

Please call me if you have any questions.

Ivy To, PE, MS
(408) 253-7863 x2001 | (408) 205-1080 cell

Mark Thomas & Company

From: David Gutierrez [mailto:David@eProdesse.com]
Sent: Tuesday, January 05, 2016 7:15 PM
To: Siena Apartment Homes
Cc: Ivy To; Robert Van Fredenberg
Subject: Re: Main City Sewer Line Back Up

Marsha,

Thank you for being proactive on this! What a mess. Let know if you need my help with this.

David

Sent from my iPhone

On Jan 5, 2016, at 5:50 PM, Siena Apartment Homes <7375sienaapartments@gmail.com> wrote:

> Hi Irene,
>
> I was given your information in hopes that you could help me with my situation. I am the community manager at Siena Apartment Homes in Cupertino and the day after Christmas my property had a main sewer line back up. I initially thought it was our problem, so I immediately called my plumber and he came out. He snaked multiple times and also used the HydroJet machine in hopes of getting it unclogged but nothing was working. Once they made their way around the building to the street, they noticed that the man hole was overflowing with sewage. I called the emergency dispatch to the city and they sent one of your guys out here to get it fixed. After they were able to get everything unclogged they told me that it was indeed fully the city line that was not clear.
>
> I am now sitting here with the attached invoice from my plumber for $631.50 and feel that since it was the main city sewer line that was causing the backup, my invoice should be covered by the city.
>
> Could you please take a look and let me know if I should send this invoice directly to you, or if we could get reimbursed.
>
> If you would like to discuss this over the phone, I can be reached at (408) 996-1006.
>
> Thank you,
> Marsha Matvy
> Community Manager
> Siena Apartment Homes
> **7375 Rollingdell Drive**

Cupertino, CA 95014
(408) 996-1006
http://siena.eprodesse.com

<2016-01-05_Rapid Plumbing Invoice.pdf>

SANTA CLARA CASTING PRODUCTS
S

Cupertino Sanitary District

Memo

Item 8B

TO: **Board of Directors**

FROM: **Richard Tanaka, District Manager-Engineer**

RE: **Statement of Economic Interests - Form 700**
E-filed Forms Due in eDisclosure by April 1, 2016;
If you will not e-file in eDisclosure, original paper copy due to Richard Tanaka by March 16, 2016

Use Electronic Form 700 System (eDisclosure) to Complete Your Form:
https://www.southtechhosting.com/SantaClara/eDisclosure/

DATE: **February 17, 2016**

I. Annual Form 700 Requirement & Due Date

The law requires every officer, employee and consultant in our agency who is in a position which entails the making or participation in the making of decisions that may foreseeably have a material effect on a position holder's financial interests to complete and submit a Form 700 Statement of Economic Interests annually.

It is your responsibility to complete the Form 700 accurately and in a timely fashion under penalty of perjury. By law, the 2015/2016 annual Form 700 is due by Friday, April 1, 2016.

II. Your Disclosure Requirements

You must look at our agency's conflict of interest code to find out the disclosure requirements for your position. Your position will be assigned to only one disclosure category number. You only need to look at the requirements under that disclosure category number. The disclosure category will specify which economic interests your position is required to disclose, and which sources of those economic interests your position is required to disclose.

III. The Reporting Period for Your Annual Form 700

Your annual Form 700 is used to report the previous year's economic interests. The annual Form 700 due by April 1, 2016 will typically cover the reporting period of January 1, 2015 to December 31, 2015 (like taxes). However, for some individuals, the start date of the reporting period may differ - if an individual assumed office after October 1, 2014, their reporting period is from the date they assumed office through December 31, 2015.

IV. Using eDisclosure to Complete and Submit the Form 700

The County of Santa Clara has an electronic system, known as eDisclosure, for our agency's filers to complete and submit the Form 700. It is requested that all filers with an email address and Internet access use eDisclosure to fill out their Form 700. eDisclosure allows filers a password-protected, savable, online completion and submission of the Form 700. The system assists you with filling out the Form, performing an error-check for missed fields prior to finalization. It also allows you to save your Form 700, and return to complete it later if necessary. And, once you have completed your Form 700 in eDisclosure, the next time you have to complete a Form 700, eDisclosure allows you to copy over information from a prior Form to save you time in filling out the new Form. For additional information, refer to the link at the end of this memo:

- ✓ eDisclosure for Filers One-Page Fact Sheet

V. Accessing eDisclosure (what to do if you forgot your password)

In mid-February, eDisclosure will automatically send an email to all filers with an email address in the system who have an annual 2015/2016 Form 700 due.

To access eDisclosure, you will be asked to enter your login ID (your email address) and your password. If you have forgotten your password, you have two options:

1. Click on the "Forgot password" button on the eDisclosure log-on screen. eDisclosure will ask for your login ID (your email address) and last name, and then ask you the answer to the security question you answered when you first logged into eDisclosure.

OR

2. You may contact me and I can have the system reset your password. I do not see any old or new password for you; the system automatically generates a new password for you and sends it directly to your email address.

VI. Filing of Form 700 (No Printing Required When You e-File (Preferred))

E-filing

Once you have completed filling out your Form 700 in eDisclosure and click "submit electronically," eDisclosure will immediately date-stamp the Form 700 as filed. Your annual filing is complete. When you e-file your Form 700 in eDisclosure, you do not have to print and sign a copy. You and I will receive an email confirmation that you e-filed your Form 700. If you would like a copy of your Form 700 for your own records, you can print a copy by clicking on "Previous Filings" in the Filer section of the left-side menu in eDisclosure, selecting a filing, and clicking on "Print."

Please do not wait until the last minute in case you do run into any technical difficulties. The April 1st deadline is fixed by law so your annual filing must be in on that date.

Paper

While we request and encourage all filers to use eDisclosure to complete their Form 700s, if you have difficulty accessing eDisclosure and choose to complete your Form 700 outside the eDisclosure system, you must submit an original-signature paper Form 700 to me.

Although the filing due date is April 1, 2016, if you choose to file by paper, please submit your original-signature Form 700 to me by March 16, 2016, as it is my responsibility in our agency to review the Forms to ensure they are facially complete and forward all of the original paper-submitted Forms to the County Clerk of the Board's office.

Please note that if you complete the Form 700 in paper form, you must:

- Use the correct year's Form – for calendar year 2016, each page should say FPPC Form 700 (2015/2016) in the bottom-right corner.
- Be sure to legibly and correctly fill out the Cover Page as the Form may be considered incomplete or require correction from you otherwise:
    - enter your name;
    - enter "Cupertino Sanitary District" for the "Agency Name";
    - enter your position title as listed on our agency's conflict of interest code under "Your Position";
    - check the correct box and fill-in appropriately for jurisdiction;
    - check "Annual" for Type of Statement; (if you started between October 1, 2014 and September 30, 2015, you must also specify the start date where it says "The period covered is __/__/__ through December 31, 2015");
    - check the Schedules that you completed (do not include blank schedules) or check "none";
    - enter the total number of pages, including the Cover Page and Schedules completed;
    - fill out the information in the Verification section; enter date and provide original signature.
- On each Schedule page, make sure your first and last name is listed in the box at the top right.

For filers who use eDisclosure to complete the form, the information above is filled-out automatically.

Cupertino Sanitary District

Monthly Maintenance Summary - January 2016

SSOs

Date	Location	Cause of SSO	Cat	Type	SSO Volume (Gal)	SSO Recovered (Gal)
1/1/2016	SAN FELIPE RD SEC# L2-249 - L2-248	Root Intrusion	3	Sewer Pipe	50	6
1/20/2016	7955 WOODLARK WAY	Root Intrusion	3	Sewer Service	31	13
1/21/2016	19624 HOMESTEAD RD	Root Intrusion	3	Sewer Service	12	12
1/25/2016	19936 PEAR TREE LN	Root Intrusion	3	Sewer Service	44	17
1/29/2016	19784 WINTERGREEN DR	Debris	3	Sewer Service	7	7

Emergency Calls- Causes

Call Recd Business Hours	# of Calls
Debris	1
Root Intrusion	9
Others	3
On-Site	1
Broken Pipe	1
Total:	15

Call Recd After Hours	# of Calls
Root Intrusion	2
On-Site	1
Total:	3

Call Recd Weekend	# of Calls
Root Intrusion	1
Total:	1

Repairs

Address	Type	Description of Work
20792 PROSPECT RD	Sewer Service	Spot repair of 4' of 4" sewer lateral in the bike lane.
PIERCE RD SEC# L13-48 - L13-47	Sewer Pipe	Spot repair of 6' of 8" main 10' from the U/S M/H in front of 13988 Pierce Rd, Saratoga.
MT EDEN RD SEC# 6701-1 - 6781-11	Sewer Pipe	Spot repair of 6' of 8" main in front of 21901 Mt Eden Rd, Saratoga

Mainline Maintenance

Size of Pipe	4"	6"	8"	10"	12"	14"	15"	16"	18"	>20"	Total
Mainline Cleaning (ft)	0	55,361	45,489	7,614	2,854	0	0	0	0	0	111,318
Easement Cleaning (ft)	0	3,469	5,489	0	0	0	0	0	0	0	8,958
CCTV (ft)	0	1,606	5,235	872	3,134	0	0	0	0	0	10,847

Lateral Maintenance

	# of Laterals
Cleaning	68
CCTV	17
Inspection	16