

**CUPERTINO SANITARY DISTRICT
SANITARY BOARD MEETING
WEDNESDAY, APRIL 17, 2019**

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Meeting to be held at 7:00 p.m. in the **Stevens Creek Office Center,
Suite 100, 20863 Stevens Creek Boulevard, Cupertino, California.**

1. ROLL CALL:

2. MINUTES:

- A. APPROVAL OF THE MINUTES OF MARCH 27, 2019
- B. APPROVED MINUTES OF MARCH 6, 2019

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. SPECIAL - TRANSPARENCY CERTIFICATION:

- A. SPECIAL DISTRICT LEADERSHIP FOUNDATION PRESENTATION
- B. CALIFORNIA SPECIAL DISTRICT ASSOCIATION (CSDA)

5. CORRESPONDENCE:

NONE

6. MEETINGS:

NONE

7. REPORTS:

- A. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT TECHNICAL ADVISORY COMMITTEE (TAC) HELD APRIL 9, 2019
- B. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT ADVISORY COMMITTEE (TPAC) HELD APRIL 11, 2019

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8. UNFINISHED BUSINESS:

- A. UPDATE – LINE OF CREDIT

9. NEW BUSINESS:

- A. PACIFIC CATCH – DEVELOPMENT FEE
- B. FORM 470 FILING
- C. ABANDONMENT OF SEWER EASEMENT - FORUM
- D. REIMBURSEMENT TO ST. JUDE CHURCH
- E. ESRI USER CONFERENCE AND PRE-CONFERENCE ACTIVITIES
- F. ADVANCED MANAGEMENT & SUPERVISORY LEADERSHIP TRAINING PROGRAM TO BE HELD MAY 20-22, 2019 IN SANTA CLARA, CA
- G. PURCHASE OF 3 GENERATORS AND TRASHER PUMP

10. STAFF REPORT:

- A. TRANSITIONING OF DISTRICT MANAGER-MARK THOMAS & CO. AGREEMENT
- B. RIVERWATCH ANNUAL REPORT
- C. UPDATE – PROSPECT PUMP STATION
- D. MONTHLY MAINTENANCE REPORT

11. CLOSED SESSION:

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara and Does 1 through 50 inclusive.

12. ADJOURNMENT:

CUPERTINO SANITARY DISTRICT MEETING/EVENT SCHEDULE

APRIL 2019

04/03: 1st Regular Meeting - CANCELED
 04/09: TAC
 04/11: TPAC
 04/17: 2nd Regular Meeting

APRIL 2019						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3 1 st Regular Meeting Canceled	4	5	6
7	8	9 TAC	10	11 TPAC	12	13
14	15	16	17 2 nd Regular Meeting	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2019

05/03: 1st Regular Meeting
 05/09: TAC
 05/11: TPAC
 05/17: 2nd Regular Meeting

MAY 2019						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 1 st Regular Meeting	2	3	4
5	6	7 TAC	8	9 TPAC	10	11
12	13	14	15 2 nd Regular Meeting	16	17	18
19	20	21	22	23	24	25
26	27 Memorial Day Holiday	28	29	30	31	

JUNE 2019

06/05: 1st Regular Meeting
 06/11: TAC
 06/13: TPAC
 06/19: 2nd Regular Meeting

JUNE 2019						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5 1 st Regular Meeting	6	7	8
9	10	11 TAC	12	13 TPAC	14	15
16	17	18	19 2 nd Regular Meeting	20	21	22
23	24	25	26	27	28	29
30						

CUPERTINO SANITARY DISTRICT BOARD MEETING WEDNESDAY, MARCH 27, 2019

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:00 p.m. in the Stevens Creek Office Center, 20863 Stevens Creek Boulevard, Suite 100, Cupertino, California.

1. ROLL CALL:

President Kwok 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, Patrick S. Kwok, Taghi S. Saadati, John M. Gatto, and William A. Bosworth.

Staff present: District Manager Richard K. Tanaka, Deputy District Manager Benjamin Porter, and Counsel Marc Hynes.

2. MINUTES & BILLS:

- A. On a motion by Director Gatto, seconded by Director Bosworth, by a vote of 4-0-1, the minutes of Wednesday, March 6, 2019 were approved as written. Director Saadati abstained.
- B. By consensus, the Minutes of Wednesday, February 20, 2019 are to be Noted & Filed.
- C. The Board reviewed the February financials for payment. The Board requested a separate running total cost for Prospect Pump Station failure. Board also discussed District's procedures and protocols for pipe offset. On a motion by Director Saadati, seconded by Director Bosworth, by a vote of 5-0-0, the payment of bills was approved.
- D. The Directors submitted their February 2019 timesheets to Staff.

3. PERSONAL PRESENTATIONS:

There were none.

4. CORRESPONDENCE:

There was none.

5. MEETINGS:

- A. Deputy Manager Porter plans to attend the Regular Meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) to be held April 9, 2019.
- B. Director Kwok plans to attend the Regular Meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) to be held April 11, 2019.

6. REPORTS:

- A. Deputy Manager Porter reported on the Regular Meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) held March 12, 2019.

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- B. Director Gatto reported on the Regular Meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) held March 14, 2019. The Board elected a new Chair and Vice Chair.

7. UNFINISHED BUSINESS:

- A. The Board discussed Prospect Pump Station SSO, pump station repairs and SSO technical report. Staff is to investigate the manhole raising that was performed in the median.

8. NEW BUSINESS:

- A. The Board reviewed PG&E bankruptcy notice. District counsel is to handle the filing for proof of claim.
- B. The Board discussed CSDA membership trial. On a motion by Director Gatto, seconded by Director Bosworth, by a vote of 5-0-0, the Board approved and directed staff to sign up for CSDA 90-day free trial membership.
- C. The Board reviewed Metropolitan's request for reimbursement of sewer service charges. On a motion by Director Gatto, seconded by Director Bosworth, by a vote of 5-0-0, the Board approved reimbursement to Jenny Cheung in the amount of \$34,299.92.
- D. The Board discussed the Force Main Condition Assessment Proposal. On a motion by Director Gatto, seconded by Director Bosworth, by a vote of 5-0-0, the Board approved staff to proceed with force main condition assessments after obtaining references from Pure Technology clients regarding the quality of work and the results obtained.

9. STAFF REPORTS:

- A. Deputy Manager Porter reported on the Monthly Maintenance Report.

10. CLOSED SESSION:

President Kwok adjourned the regular meeting session and opened the closed session at 7:39 p.m. in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

President Kwok adjourned the closed session and the regular meeting was called to order at 7:51 p.m.

There was no reportable action.

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11. ADJOURNMENT:

On a motion properly made and seconded, at 7:53 p.m. the meeting was adjourned.

Secretary of the Sanitary Board

President of the Sanitary Board

SANITARY BOARD MEETING
WEDNESDAY, MARCH 06, 2019

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:00 p.m. in the Stevens Creek Office Center, 20863 Stevens Creek Boulevard, Suite 100, Cupertino, California.

1. ROLL CALL:

President Kwok 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: Patrick S. Kwok, William A. Bosworth, Angela S. Chen, and John M. Gatto.

Director Taghi S. Saadati is on excused absence.

Staff present: District Manager Richard K. Tanaka, Deputy District Manager Benjamin Porter, and Counsel Marc Hynes.

2. MINUTES:

A. On a motion by Director Bosworth seconded by Director Gatto, by a vote of 3-0-1, the minutes of Wednesday, February 20, 2019 were approved with revisions. President Kwok abstained.

B. By consensus, the Minutes of Wednesday, January 16, 2019 are to be Noted & Filed.

3. PERSONAL PRESENTATIONS:

There were none.

4. CORRESPONDENCE:

There was none.

5. MEETINGS:

A. Staff plans to attend the Regular Meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) to be held March 12, 2019.

B. Director Gatto plans to attend the Regular Meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) to be held March 14, 2019.

6. REPORTS:

A. Director Bosworth reported on the Santa Clara County Special Districts Association Meeting held March 4, 2019 and reported that Rancho Rinconada Recreation and Park District is having difficulty getting minutes, ordinances, and resolutions approved due to 2-2 vote split.

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7. UNFINISHED BUSINESS:

There was none.

8. NEW BUSINESS:

- A. The Board discussed City of San Jose FY 2019-20 Capital and O&M Draft Proposed Budget. Manager Tanaka explained the budget and schedule for construction implementation for eight major projects being undertaken at the Treatment Plant for next fiscal year and the estimated cash payments required to be paid to City of San Jose. Board directed staff to obtain term sheet for a line of credit in the amount of \$10 million.

- B. The Board discussed consideration of rate increase for FY 2019-2020. Discussion included cash flow projections for various scenarios for the next several years. Board concluded that a rate increase not to exceed 12% should be considered for next fiscal year. On a motion by Director Gatto, seconded by Director Bosworth, by a vote of 4-0-0, the Board approved setting public hearing for consideration of rate increase to take place on Wednesday, May 1, 2019 Board of Directors meeting.

9. STAFF REPORTS:

- A. Manager Tanaka reported on the status of Prospect Pump Station and presented potential improvements (new 6” bypass force main to connect to District 8” gravity main located approximately 240 feet north of Prospect Road intersection and rehabilitation of electrical and mechanical components). Board directed staff to make these improvements.

10. CLOSED SESSION:

President Kwok adjourned the regular meeting session and opened the closed session at 8:07 p.m. in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

President Kwok adjourned the closed session and the regular meeting was called to order at 8:20 p.m.

There was no reportable action.

11. ADJOURNMENT:

On a motion properly made and seconded, at 8:23 p.m. the meeting was adjourned.

SANITARY BOARD MEETING
WEDNESDAY, MARCH 06, 2019

Secretary Pro-Tem of the Sanitary Board

President of the Sanitary Board

**CUPERTINO SANITARY DISTRICT
WARRANTS PAYABLE - APRIL 17, 2019**

<u>WARRANT</u>						
<u>NUMBER</u>	<u>FUND</u>	<u>\$</u>	<u>AMOUNT</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	
N/A	M&O	\$	2,623.92	ADP	Directors' Salary	
18602	M&O	\$	293,767.76	Mark Thomas & Company, Inc.	Office Rent	400.00
					Utilities	776.35
					Operating Expense	116.61
					District Sewer Capital & Support	4,416.94
					Plan Checking & Inspection	10,134.03
					Management Services	40,850.89
					Engineering Services	51,416.44
					Repairs	30,873.75
					Maintenance	148,485.55
					Emergency	6,297.20
18603	M&O	\$	1,077.74	Dooley Insurance Services	Insurance - Group Life & Dental	
18604	M&O	\$	1,591.60	Bay Area News group	Printing & Publication	
18605	M&O	\$	2,376.00	Atkinson-Farasyn	Legal - District Counsel	
18606	M&O	\$	18,949.76	Hunton Andrews Kurth	Outside Legal - Common Interest	14,780.81
					Outside Legal - CuSD Share	4,168.95
18607	M&O	\$	34,299.92	Cheung Roland F and Jenny Trustee	Refunds & Reimbursement - Misc.	
18608	M&O	\$	3,271,815.64	City of San Jose	T.P. Capital Billing	1,849,405.64
					T.P. O&M	1,422,410.00
18609	M&O	\$	72.78	City of Santa Clara	Utilities	
18610	M&O	\$	4,165.35	PG&E	Utilities	
18611	M&O	\$	3,568.70	California Diesel & Power	Emergency	
18612	M&O	\$	205.49	Grainger (field supplies)	Maintenance	
18613	M&O	\$	196.27	Home Depot Credit Services	Maintenance	
18614	M&O	\$	527.00	Telstar Instruments	Maintenance	
18615	M&O	\$	11,663.75	AB/JDD Plumbing Heating	Maintenance	
18616	M&O	\$	45,219.36	Able Underground Construction	Maintenance	36,511.20
					Emergency	8,708.16
18617	M&O	\$	31,581.20	Roto-Rooter	Maintenance	
18618	M&O	\$	135.00	Jose Silva Gardening	Maintenance	
TOTAL			<u>\$ 3,723,837.24</u>			

EMERGENCY DETAILS:

AB/JDD Plumbing - no emergencies this month

Able - two emergencies this month (one is for Prospect P.S. failure)

Roto-Rooter - no emergencies this month

CUPERTINO SANITARY DISTRICT
MONTHLY FINANCIAL REPORT THROUGH MARCH 2019
 (9th Month of Operations - 75% into FY Operations)
 FISCAL YEAR: July 1, 2018 to June 30, 2019

EXPENSE SUMMARY REPORT

Account Name	Account Number	BUDGET	Prior Expenses	Amount Payable	Total To Date Expenses	Remaining Balance	% Expended To Date	Comments
OPERATING EXPENSES								
Directors Fees	41030	\$35,000	\$20,788.41	\$2,623.92	\$23,412.33	\$11,587.67	66.9%	March Payroll
Gasoline, Oil & Fuel	41060	\$3,000	\$1,495.78	\$0.00	\$1,495.78	\$1,504.22	49.9%	None this month
Insurance	41070	\$125,000	\$124,100.73	\$1,077.74	\$125,178.47	(\$178.47)	100.1%	BOD Group Life & Dental
Memberships	41080	\$30,000	\$33,627.07	\$0.00	\$33,627.07	(\$3,627.07)	112.1%	None this month
Office Rent	41090	\$6,000	\$3,200.00	\$400.00	\$3,600.00	\$2,400.00	60.0%	On Target
Operating Expenses	41100	\$3,000	\$2,089.56	\$116.61	\$2,206.17	\$793.83	73.5%	Business cards for field crew, office staff, and BOD
Contractual Services:								
Outfall Maintenance	41113	\$70,000	\$46,535.89	\$0.00	\$46,535.89	\$23,464.11	66.5%	None this month
Treatment Plant Operation and Maintenance	41114	\$5,821,361	\$4,267,230.00	\$1,422,410.00	\$5,689,640.00	\$131,721.00	97.7%	FY18-19 4th Qtr
Professional Services:								
Management Services	41121	\$500,000	\$290,375.40	\$40,850.89	\$331,226.29	\$168,773.71	66.2%	On target
Engineering Services	41122	\$800,000	\$701,597.73	\$51,416.44	\$753,014.17	\$46,985.83	94.1%	Over budget due to prior effort for Fee Study Report and to refine Flow Model per City of Santa Clara request; February expenditure on target
Plan Checking and Inspection	41123	\$140,000	\$89,880.92	\$10,134.03	\$100,014.95	\$39,985.05	71.4%	On target
Legal - District Counsel	41124	\$60,000	\$14,952.50	\$2,376.00	\$17,328.50	\$42,671.50	28.9%	Atkinson Farasyn LLP (services through 4/7/19)
Legal - Common Interest Group (CuSD Advance Pay)	41124	\$1,179,360	\$152,448.66	\$14,780.81	\$167,229.47	\$1,012,130.53	14.2%	Hunton Andrews Kurth (March Services)
Legal - Common Interest Group (CuSD Share)	41124	\$332,640	\$42,998.35	\$4,168.95	\$47,167.30	\$285,472.70	14.2%	Hunton Andrews Kurth (March Services)
Audit	41125	\$11,000	\$10,775.00	\$0.00	\$10,775.00	\$225.00	98.0%	Audit is fully paid
Printing & Publications	41130	\$15,000	\$10,725.98	\$1,591.60	\$12,317.56	\$2,682.44	82.1%	Bay Area News - Classified/Advertising
Repairs	41150	\$800,000	\$436,914.33	\$30,873.75	\$467,788.08	\$332,211.93	58.5%	On target
Maintenance	41151	\$2,400,000	\$1,926,489.61	\$229,305.46	\$2,155,795.07	244,204.93	89.8%	Budget expended corresponds to maintenance being ahead of annual schedule
Travel & Meetings - Staff	41170	\$15,000	\$8,604.35	\$0.00	\$8,604.35	\$6,395.65	57.4%	None this month
Travel & Meetings - BOD	41170	\$15,000	\$15,466.77	\$0.00	\$15,466.77	(466.77)	103.1%	None this month
Utilities	41190	\$60,000	\$39,974.60	\$5,014.48	\$44,989.08	\$15,010.92	75.0%	On target
Refunds & Reimbursements:								
Miscellaneous	41201	\$15,000	\$7,778.30	\$34,299.92	\$42,078.22	(\$27,078.22)	280.5%	Jenny Cheung - refund for overcharge of sewer services for FY17-19
Connection Fees	41202	\$2,000	\$0.00	\$0.00	\$0.00	\$2,000.00	0.0%	None to date
Checking & Inspection	41203	\$3,000	\$0.00	\$0.00	\$0.00	\$3,000.00	0.0%	None to date
Emergency Funds	48000	\$250,000	\$700,895.40	\$18,574.06	\$719,269.46	(\$469,269.46)	287.7%	Over Budget due to Prospect Pump Station Failure in February
Consolidated Election	48001	\$20,000	\$18,308.00	\$0.00	\$18,308.00	\$1,692.00	91.5%	None this month
TOTAL OPERATING EXPENSES		\$12,711,361	\$8,967,053.32	\$1,870,014.66	\$10,837,067.98	\$1,874,293.02	85.3%	
CAPITAL EXPENSES								
District Sewer Capital & Support	46041	\$2,000,000	\$241,884.93	\$4,416.94	\$246,301.87	\$1,753,698.13	12.3%	Smoke Testing
Treatment Plant Capital	46042	\$3,971,546	\$2,273,648.00	\$1,849,405.64	\$4,123,053.64	(\$151,505.64)	103.8%	FY18-19 4th Qtr
Outfall Capital	46042	\$60,000	\$75,425.48	\$0.00	\$75,425.48	(15,425.48)	125.7%	None this month
District Equipment	46043	\$150,000	\$62,103.54	\$0.00	\$62,103.54	\$87,896.46	41.4%	None this month
Replacement Fund	46044	\$300,000	\$0.00	\$0.00	\$0.00	\$300,000.00	0.0%	
TOTAL CAPITAL EXPENSES		\$6,481,546	\$2,653,059.95	\$1,853,822.58	\$4,506,882.53	\$1,974,663.47	69.5%	
TOTAL EXPENSES		\$19,192,907	\$11,620,113.27	\$3,723,837.24	\$15,343,950.51	\$3,848,956.49	79.9%	

CUPERTINO SANITARY DISTRICT
MONTHLY FINANCIAL REPORT THROUGH MARCH 2019
(9th Month of Operations - 75% into FY Operations)
 FISCAL YEAR: July 1, 2018 to June 30, 2019

REVENUE SUMMARY REPORT

Account Name	Account Number	BUDGET	Prior Receipts	Current Month Receipts	Total Amount Received	Remaining Balance to Collect	% Earned To Date	Comments
OPERATING								
Service Charges	31010			MAR				
Handbilling		\$466,366.00	\$318,023.27	\$76,364.47	\$394,387.74	\$71,978.26	84.6%	Five handbilling payments received this month
Tax Roll		\$15,328,805.00	\$8,908,072.62	\$0.00	\$8,908,072.62	\$6,420,732.38	58.1%	None this month
Permit Fees	31020	\$40,000.00	\$52,248.93	\$28,932.00	\$81,180.93	(\$41,180.93)	203.0%	Twenty-seven payments; One hundred forty-seven payments received to date
Acreage	31031	\$25,000.00	\$17,667.92	\$11,034.00	\$28,701.92	(\$3,701.92)	114.8%	One payment received this month; Three payments received to date
Front Footage	31032	\$30,000.00	\$28,718.00	\$0.00	\$28,718.00	\$1,282.00	95.7%	None this month
Additional Dwelling	31033	\$80,000.00	\$300.00	\$24,225.00	\$24,525.00	\$55,475.00	30.7%	Three payments received this month; Four payments received to date
Additional Density	31034	\$200,000.00	\$177,450.30	\$9,258.16	\$186,708.46	\$13,291.54	93.4%	Two payments received this month; Seven payments to date including IA deposit
Checking & Inspection Fees	31040	\$160,000.00	\$88,181.40	\$9,100.00	\$97,281.40	\$62,718.60	60.8%	Twenty-three payments this month; One hundred forty-six received to date
Annexation	32010	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.0%	None to date
Interest	32050	\$160,000.00	\$160,536.44	\$33,857.64	\$194,394.08	(\$34,394.08)	121.5%	Interest for FY2018-19 Q2 final
City of San Jose Credit(s)	32091	\$500,000.00	\$1,434,166.00	\$0.00	\$1,434,166.00	(\$934,166.00)	286.8%	None this month
Legal - Common Interest Group (Tributaries)	32092.1	\$1,179,360.00	\$98,580.74	\$873.24	\$99,453.98	\$1,079,906.02	8.4%	Burbank SD payment for Common Int. Group Cost Sharing FY18-19 Q2 billing
Legal - Common Interest Group (2% Admin Fees)	32092.2	\$23,587.20	\$2,011.85	\$17.46	\$2,029.32	\$21,557.88	8.6%	Burbank SD payment for Common Int. Group Cost Sharing FY18-19 Q2 billing
Refunds/Reimbursements - Misc.	32091	\$10,000.00	\$30,941.53	\$0.00	\$30,941.53	(\$20,941.53)	309.4%	None this month
Lateral Construction	32093	\$15,000.00	\$3,000.00	\$0.00	\$3,000.00	\$12,000.00	20.0%	None this month
TOTAL OPERATING REVENUE		\$18,220,618.20	\$11,319,899.00	\$193,661.97	\$11,513,560.97	\$6,707,057.23	63.19%	
Revenue Transfer		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	Reserve Account
TOTAL OPERATING REVENUE		\$18,220,618.20	\$11,319,899.00	\$193,661.97	\$11,513,560.97	\$6,707,057.23	63.19%	

CASH ACCOUNT SUMMARY

Date	Description	Balance	Replacement Fund	Net Cash
June 30, 2018	Ending Balance	\$ 18,406,345.03	\$ 2,400,000.00	\$ 16,006,345.03
July 31, 2018	Ending Balance	\$ 16,147,971.50	\$ 2,700,000.00	\$ 13,447,971.50
August 31, 2018	Ending Balance	\$ 15,711,321.00	\$ 2,700,000.00	\$ 13,011,321.00
September 30, 2018	Ending Balance	\$ 15,238,750.76	\$ 2,700,000.00	\$ 12,538,750.76
October 31, 2018	Ending Balance	\$ 11,927,789.32	\$ 2,700,000.00	\$ 9,227,789.32
November 30, 2018	Ending Balance	\$ 11,404,415.54	\$ 2,700,000.00	\$ 8,704,415.54
December 31, 2018	Ending Balance	\$ 10,837,489.79	\$ 2,700,000.00	\$ 8,137,489.79
January 31, 2019	Ending Balance	\$ 17,608,210.37	\$ 2,700,000.00	\$ 14,908,210.37
February 28, 2019	Ending Balance	\$ 18,625,507.77	\$ 2,700,000.00	\$ 15,925,507.77

Running Total Expenses for Prospect Pump Station Emergency

Contractor/Firm	PAYMENT MADE			
	TOTAL BY FIRM	February-19	March-19	April-19
Mark Thomas & Co.	\$ 238,801.11	\$ 189,889.46	\$ 48,911.65	
Able Underground Construction	\$ 435,066.17	\$ 232,213.55	\$ 195,282.50	\$ 7,570.12
Easy Fuel	\$ 3,231.28		\$ 3,231.28	
National Plant Services	\$ 10,317.50		\$ 10,317.50	
Pan Pacific Supply	\$ 20,857.22		\$ 20,857.22	
Pfeiffer Electric	\$ 73,559.87		\$ 73,559.87	
Rain for Rent	\$ 22,270.32		\$ 22,270.32	
Roto-Rooter	\$ 33,113.87		\$ 33,113.87	
Trinity Liquid Waste Svs	\$ 81,575.00		\$ 81,575.00	
Home Depot	\$ 412.99		\$ 412.99	
Grainger	\$ 377.11		\$ 377.11	
Testing Engineers	\$ 2,400.00		\$ 2,400.00	
CD Power	\$ 3,568.70			\$ 3,568.70
PAC Machine - adapter	\$ 99.11			\$ 99.11
TOTAL BY MONTHS	\$925,650.25	\$422,103.01	\$492,309.31	\$11,237.93

MTCO Billing	Employee Labor Hours	
	Feb	March
Engineering Inquiries/Investigation	4,205.21	2,799.42
SSMP	3,878.63	10,115.16
Repair - Pump Station	90,780.78	25,743.83
Emergency	73,589.54	6,198.09
Design (CU-19104)	0.00	4,055.15
Est. total charged to others	17,435.30	48,911.65
	189,889.46	48,911.65

1056 total hours working 3 rotating shifts

158 # of hours charged to Maintenance (15% of 1056 hours)

110.35 Average Inspector fee per hour

17,435.30 Est. Total charged to Maintenance - Pump Station & Mains&Manholes (15% of Inspector total hours working 3 rotating shifts)



Memo

Item 9C

To: Board of Directors

From: Richard Tanaka, District Manager-Engineer

Date: April 17, 2019

Re: APPROVAL OF RESOLUTION NO. 1309 TO ABANDON EASEMENT AT THE FORUM AT RANCHO SAN ANTONIO

Background:

The Cupertino Sanitary District is relinquishing an existing 10' wide sanitary sewer easement located at the Forum at Rancho San Antonio.

This easement was recorded in Book M085, Page 1474 and was passed and adopted on March 12th, 1992. This easement is located on Via Esplendor, a private roadway, within the Forum facility. This easement was intended to serve both the Forum development as well as the Oak Valley Tract development to the southwest of the Forum. At the time of adoption, the Oak Valley Tract did not have any improvement plans and therefore District staff expected that the Oak Valley Tract development would connect their sanitary sewer facilities to this easement. In 1992, The Oak Valley Tract connected at a location further downstream and the flow through the sanitary sewer facilities in this easement is only utilized by Forum. The District will abandon the easement and the sewer facilities within the easement will be transferred to the Forum.

Recommendation:

Staff recommends Board to adopt Resolution No. 1309 approving to abandon sanitary sewer easement located within the Forum at Rancho San Antonio facility.

Attachments:

Resolution No. 1309 & Quitclaim Deed

RESOLUTION NO. 1309

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CUPERTINO SANITARY DISTRICT VACATING A PORTION OF A SANITARY SEWER EASEMENT AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED

WHEREAS, the Cupertino Sanitary District ("the District") is the holder of an easement for sanitary sewer facilities (the "Sanitary Sewer Easement"), recorded March 12, 1992 in Book M085, Page 1474, Official Records of Santa Clara County; and

WHEREAS, District became the holder of this easement in anticipation that adjacent Oak Valley Tract development would make connection at the most upstream manhole location; and

WHEREAS, in 1998, Oak Valley Tract development was constructed and made a connection at the downstream manhole, which a separate deed was recorded on July 9, 1998 Document ID 14274470; and

WHEREAS, Section 8333 of the California Streets and Highways Code provides that the legislative body of a local agency may summarily vacate a public service easement,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cupertino Sanitary District as follows:

1. The Board finds and determines that:
 - (a) There are facilities of the District located within the easement area in anticipation of Oak Valley Tract development; and
 - (b) Since Oak Valley Tract development connected at the downstream end, this easement is no longer needed to be retained by the District; and
 - (c) The sewer main existing within this easement now only serves the Forum; and
 - (d) With this quitclaim of easement, District will abandon the sanitary sewer main located within this easement which will become privately owned by The Roman Catholic Bishop of San Jose and Forum at Rancho San Antonio Retirement Housing Corporation.
2. Pursuant to Part 3, Chapter 4 (commencing with Section 8330) of Division 9 of the California Streets and Highways Code, the Sanitary Sewer Easement shown on the drawing attached hereto as Exhibit "B" is hereby vacated and abandoned.
3. The President and Clerk of the District are hereby authorized and directed to execute and record a Quit Claim Deed conveying the property shown in Exhibit "B" to the person or persons legally entitled thereto, and from and after the date of recording said Quit Claim Deed, said property shall no longer be subject to the Sanitary Sewer Easement.

President, Cupertino Sanitary District

I hereby certify that the foregoing is a true and correct copy of a Resolution duly and regularly passed and adopted by the Board of Directors of the Cupertino Sanitary District at a meeting held on the 17th day of April 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Secretary, Cupertino Sanitary District

APPROVED AS TO FORM:

District Counsel



**ENGINEERS
SURVEYORS
PLANNERS**

March 28, 2019
BKF Job No.: 20165092-50

**EXHIBIT "A"
EASEMENT DESCRIPTION FOR:
PORTION OF SANITARY SEWER EASEMENT
PER M085 O.R. 1474 TO BE QUITCLAIMED**

All that certain real property in the City of Cupertino, County of Santa Clara, State of California, and described as follows:

BEING a portion of the sanitary sewer easement as said easement is described in the Grant of Easement recorded March 12, 1992, in Book M085 at Page 1474 (M085 O.R. 431), Instrument Number 11268796, Santa Clara County Official Records, said portion being more particularly described as follows:

BEING an easement for sanitary sewer gravity line purposes of uniform width of 10.00 feet by perpendicular measurement, the centerline of which is more particularly described as follows:

COMMENCING at the northwesterly terminus of that certain line described as course two, (2) South 23°57'29" East 145.12 feet, in said Grant of Easement (M085 O.R. 431); **THENCE** southeasterly along said line (M085 O.R. 431) South 23°57'29" East 9.29 feet to the **POINT OF BEGINNING**;

THENCE leaving said **POINT OF BEGINNING** continuing along the last said line the following four (4) numbered courses;

- (1) South 23°57'29" East 135.83 feet;
- (2) South 53°30'00" East 124.20 feet;
- (3) South 22°01'13" East 112.33 feet;
- (4) South 36°16'23" West 17.72 feet to the terminus of the described centerline.

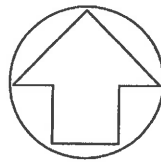
A plat showing the above described easement is attached hereto and made a part hereof as Exhibit "B".

This description was prepared from record information for BKF Engineers.

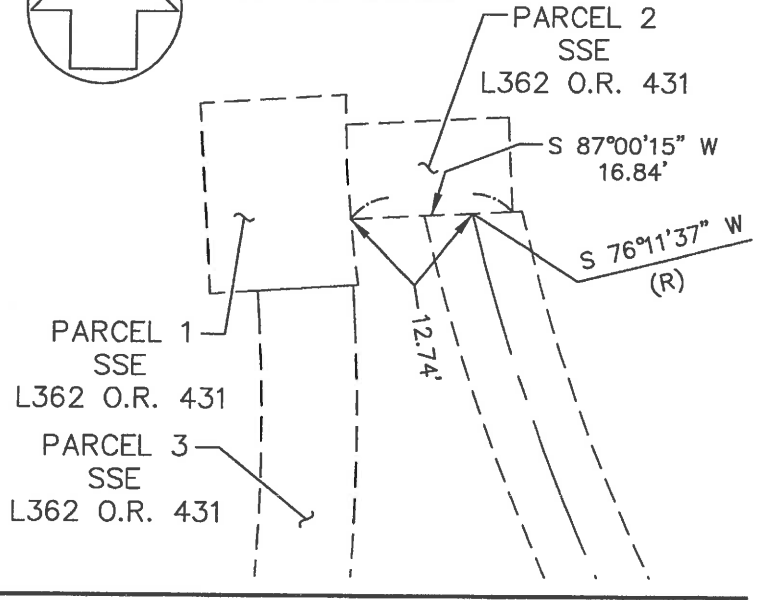
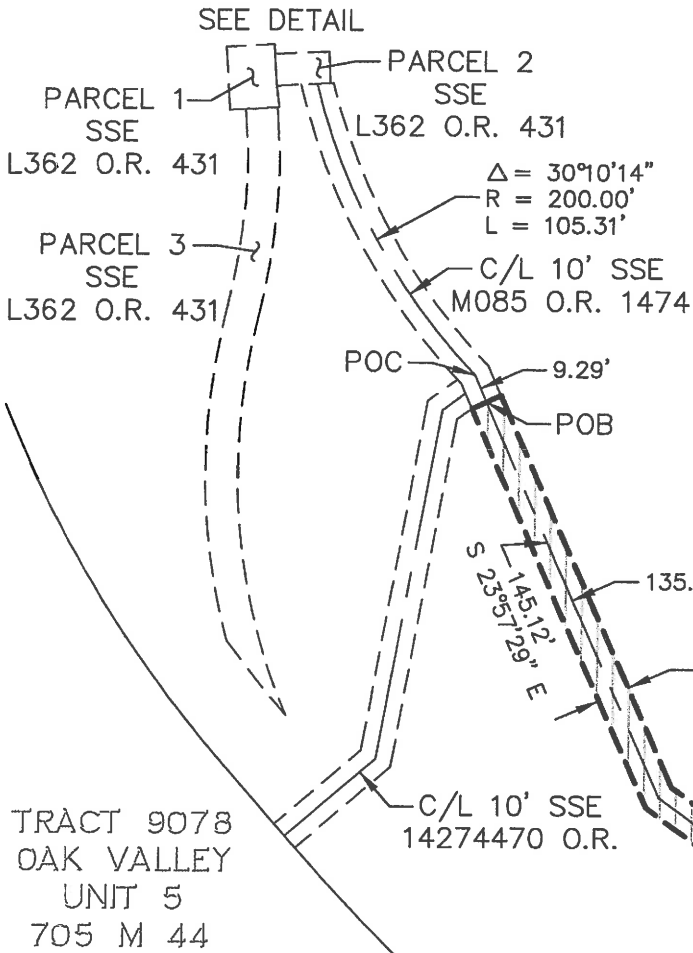
By: Kevin Stein
Kevin Stein, P.L.S No. 9028



Dated: March 28, 2019
K:\2016\165092_Forum_Cupertino\DOCS\08-Survey
\I-Plats_and_Legal_Desc\FO-QC-SSE-DESC.doc



DETAIL
NOT TO SCALE



THE FORUM AT
RANCHO SAN ANTONIO
K282 O.R. 1393

MEMORANDUM
OF LEASE
PARCEL ONE
1883203 O.R.

LEGEND:

- M MAP
- O.R. OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SSE SANITARY SEWER EASEMENT

GRAPHIC SCALE



CITY OF CUPERTINO
SANTA CLARA COUNTY

EXHIBIT "B"



1646 NORTH CALIFORNIA BLVD.
SUITE 400
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
DESCRIPTION

Job No. 20165092-50

By MLH Date 03/28/19 Chkd. BTW

SHEET 1 OF 1



Memo

Item 9D

To: Board of Directors
From: Richard Tanaka, District Manager-Engineer
Date: April 17, 2019
Re: Sewer Inspection Fee Duplicate Charge – 20920 McClellan Road, Cupertino – St. Jude’s Episcopal Church (APN: 359-20-028)

Summary:

St. Jude’s Episcopal Church, owner of 20920 McClellan Road in Cupertino, is requesting a reimbursement for overcharge of sewer inspection fees in the amount of \$400.00.

On November 29, 2017, Tom Dyer of St. Jude’s Episcopal Church paid \$650 to the District for sewer inspection fees to install two property line cleanouts. Then, almost 2 years later, on February 7, 2019, Roto-Rooter (contractor hired to install the two property line cleanouts) came in to the District office and paid \$400 (the current rate of inspection fees). On March 4, 2019, St. Jude’s Episcopal Church paid Roto-Rooter \$400 for reimbursement of inspection fees as part of total invoice.

Therefore, the property owner/contractor paid duplicate fees for the same job. Both checks to District have been deposited and the funds have been cleared by the bank.

Recommendation:

Approve reimbursement of \$400.00 to St. Jude’s Episcopal Church for duplicate charge of inspection fees.

Attachments:

1. Receipt of Fee #6178
2. Receipt of Fee #6570
3. St. Jude’s check #35768 to Roto-Rooter
4. Roto-Rooter invoice to St. Jude’s

DISTRICT MANAGER-ENGINEER
MARK THOMAS & COMPANY, INC.
RICHARD K. TANAKA

DISTRICT COUNSEL
ATKINSON FARASYN, LLP
MARC HYNES



BOARD OF DIRECTORS
ANGELA S. CHEN
JOHN M. GATTO
WILLIAM A. BOSWORTH
PATRICK S. KWOK

20863 STEVENS CREEK BOULEVARD, SUITE 100
CUPERTINO, CALIFORNIA 95014-2154
PHONE (408) 253-7071 FAX (408) 253-5173
www.cupertinosanitarydistrict.org

Receipt #: 6178

11/29/2017 11:31:00AM

Received From: Tom Dyer

Address:

Phone: 408-888-5718

Check / Property Information

Check No. 35051

Amount: One Thousand, One Hundred, Fifty & 00/100

APN # 359 20 028

Property: 20920 MC CLELLAN RD, Cupertino, CA 95014

Bank: Bank of the West

City Permit B-2017-1841

CuSD Permit 17-329

Bldng/Apt.

PROOF OF PAYMENT

	Account Number	Amount:
Connection Permit Fee	(405.10)	500.00
Administration, Engineering & Inspection Fees Specify:	(430.10)	650.00
Connection Fees:		
Acerage	(410.10)	0.00
Front Footage	(415.10)	0.00
Additional Dwelling	(420.10)	0.00
Additional Comm/Ind/Gal	(425.10)	0.00
Discharge Permit Fees	(405.10)	0.00
Lateral Connection Fee	(440.10)	0.00
Other fees Specify:		0.00
Comment:	Total:	1,150.00

District Staff fmartinez

CASH ONLY IF ALL Check Lock SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

35051

St. Jude The Apostle Episcopal Church
20920 McClellan Road
Cupertino, CA 95014
(408) 252-4166

BANK OF THE WEST
965 South De Anza Blvd.
San Jose, CA 95129
90-078/1211

11/28/2017

PAY TO THE ORDER OF Cupertino Sanitary District

\$ **1,150.00

One thousand one hundred fifty and 00/100 ***** DOLLARS

Cupertino Sanitary District
20863 Stevens Creek Blvd.
SUITE 100
CUPERTINO, CA 95014-2154

Margot Jacobsen
Mary Hultquist

⑈03505⑈ ⑆121100782⑆ 039001958⑈

DISTRICT MANAGER-ENGINEER
 MARK THOMAS & COMPANY, INC.
 RICHARD K. TANAKA

DISTRICT COUNSEL
 ATKINSON FARASYN, LLP
 MARC HYNES



BOARD OF DIRECTORS
 ANGELA S. CHEN
 JOHN M. GATTO
 WILLIAM A. BOSWORTH
 PATRICK S. KWOK

20863 STEVENS CREEK BOULEVARD, SUITE 100
 CUPERTINO, CALIFORNIA 95014-2154
 PHONE (408) 253-7071 FAX (408) 253-5173
 www.cupertinosanitarydistrict.org

Receipt #: 6570
 2/7/2019 1:37:00PM

Received From: Roto-Rooter - Jason Kneib
 Address: 356 Matthew Street, Santa Clara, CA 95050
 Phone: 408-556-9274

Check / Property Information

Check No. 20946	Bank: Chase Bank
Amount: Four Hundred and 00/100	City Permit
APN # 359-20-028	CuSD Permit Over the counter p
Property: 20920 MC CLELLAN RD, Cupertino, CA 95014	Bldng/Apt.

PROOF OF PAYMENT

	Account Number	Amount:
Connection Permit Fee	(405.10)	0.00
Administration, Engineering & Inspection Fees Specify:	(430.10)	400.00
Connection Fees:		
Acerage	(410.10)	0.00
Front Footage	(415.10)	0.00
Additional Dwelling	(420.10)	0.00
Additional Comm/Ind/Gal	(425.10)	0.00
Discharge Permit Fees	(405.10)	0.00
Lateral Connection Fee	(440.10)	0.00
Other fees Specify: 0		0.00
Total:		400.00

Comment:

Install two 6" new property line cleanout 9' deep behind the sidewalk on stelling Rd, 7' deep on the backside of the sidewalk on McClellan Rd


 District Staff sho



PROPOSAL AND CONTRACT

356 Mathew Street, Santa Clara, CA 95050
Fax: 408-987-0474

408-354-2324 408-727-9850
408-842-9744 408-263-7411
831-636-0655

DATE: 12/22/17
TO: CUPERTINO SANITARY DISTRICT
20863 STEVENS CREEK BLVD #100
CUPERTINO, CA

USA # W903200577 Bid # 2238
JOB NAME: 20920 MCCLELLAN RD
CUPERTINO, CA 95014
40580 S. Stelling Red

We Propose to Furnish all Materials and Perform all Labor Necessary to Complete the Following:

TO INSTALL TWO 6" PROPERTY LINE CLEAN-OUTS. ONE IS 9' 6" DEEP BEHIND THE SIDEWALK ON STELLING AVENUE, AND THE OTHER IS 7' 6" DEEP ON THE BACKSIDE OF THE SIDEWALK ON MCCLELLAN RD. ALL PARTS AND LABOR ARE INCLUDED IN THIS BID. WE ARE NOT RESPONSIBLE FOR ANY CLEAN-OUTS. WE WILL ALSO INSTALL A BUILDING CLEAN-OUT WITH AN OVERFLOW ON THE MCCLELLAN SIDE OF THE PROPERTY.

TEN THOUSAND NINE HUNDRED AND FORTY DOLLARS AND ZERO CENTS

ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMANLIKE MANNER FOR THE SUM OF: **\$ 10940.00**

TERMS: Payment in full to be made upon completion of job. If not paid in full within 30 days after date of statement a finance charge will be added to your account. Such finance charge is computed by a periodic rate of 1 1/2% per month which is an annual rate of 18% applied to the previous balance after deducting current payments and/or credits.

CONDITIONS: It is understood and agreed that we shall not be held liable for any loss, damage or delays occasioned by fire, strikes, or materials stolen after delivery upon premises, lockouts, acts of God, or the public enemy, accidents, boycotts, material shortages, distributed labor conditions, delayed delivery of materials from Seller's suppliers, force majeure, inclement weather, floods, freight embargoes, causes incident to national emergencies, war, or other causes beyond the control of the contractor. ~~upon receipt of all materials and perform all labor necessary to complete the work.~~ contractors in the construction industry. In the event, in the sole judgment of the company, it becomes necessary to institute legal action to collect said unpaid balance, the company shall be entitled to a judgment for the unpaid balance, accrued interest and reasonable attorney's fees incurred in such legal action as allowed by State law. Not responsible for lawns, trees, flowers, fences, etc.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, CA 95826. STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD IN THE LICENSED CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING - IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS). LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTOR STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES. YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any alterations or deviations from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Submitted by: BRIAN BRISTOL Accepted by: _____
License No. 323839 Date: _____

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

St. Jude The Apostle Episcopal Church
20920 McClellan Road
Cupertino, CA 95014
(408) 252-4166

BANK OF THE WEST
965 South De Anza Blvd.
San Jose, CA 95129
90-078/1211

35768

03/04/2019

PAY TO THE ORDER OF Roto-Rooter Services Company

\$ 11,540.00

Eleven thousand five hundred forty and 00/100 DOLLARS

Roto-Rooter Services Company
5672 Collection Center Dr
Chicago, IL 606930056 USA

[Signature]
Nathalie A. Yates

MEMO

⑆035768⑆ ⑆12100782⑆ 039001958⑆

Define on Back
CheckLock™ Secure Check

>111000025<
CR PAYEE ACCT
LACK END GTD
BANK OF AMERICA

B-1833 9
20190311
3751624402
101 CHI-005672



Roto-Rooter Services Company
 Remittance Address:
 5672 Collections Center Drive
 Chicago, IL 60693-0056
 License #806952
 Federal ID #42-0499300

INVOICE DATE	P.O. NUMBER
2/15/19	N/A
INVOICE NUMBER	SERVICE DATE
19320772948	2/08/19

Bill to:

ST JUDES EPISCOPAL CHURCH
 20920 MCCLELLAN RD
 ATTN: ACCOUNTS PAYABLE
 CUPERTINO, CA 950142967

Service Address:

ST JUDES EPISCO
 20920 MCCLELLAN RD
 CUPERTINO, CA 950142967

JOB CODE	DESCRIPTION OF SERVICE PERFORMED	GUARANTEE
0425	Clean out Install Only.	FIVE YEARS

Billing Questions?

Call 408-739-4979
 or email brenda.o'neal@rrsc.com

Need Service?

Call 1-800-GET-ROTO (438-7686) 24 Hours a Day, 365 Days a Year

**NO OVERTIME CHARGES FOR NIGHTS, WEEKENDS OR HOLIDAYS
 FOR PLUMBING & DRAIN SERVICES!**

TERMS: Net 10 days

LABOR \$ 9,346.52
 PARTS \$ 1,458.56
 OTHER \$ 600.00
 TAX \$ 134.92

INVOICE AMOUNT \$ 11,540.00

TOTAL DUE \$ 11,540.00

Thank you for choosing Roto-Rooter!

Service Address:

Bill to:

ST JUDES EPISCOPAL CHURCH
 20920 MCCLELLAN RD
 ATTN: ACCOUNTS PAYABLE
 CUPERTINO, CA 950142967

ST JUDES EPISCO
 20920 MCCLELLAN RD
 CUPERTINO, CA 950142967

INVOICE NUMBER	TOTAL DUE
19320772948	\$11,540.00

Method of Payment:

- Check # _____
 Master Card VISA Discover Am Ex

Card # _____

Expiration Date _____

Card Billing Zip Code _____

Authorized Signature _____

Remit to:

Roto-Rooter Services Company
 5672 Collections Center Drive
 Chicago, IL 60693-0056



(Please return stub with payment)



SAVE THIS INVOICE FOR YOUR RECORDS
Roto-Rooter Services Company
 Remit to: 5672 Collections Center Drive, Chicago IL 60693-0056
 For Service Please Call 1-800-GET-ROTO (438-7686)
 General (925) 270-1399 • Fax (925) 798-1852
 License #806952

2/12/19
Alfonso Moreno 6092
 SERVICE TECHNICIAN'S NAME
 INVOICE NO. 193-20772948

SEE BINDING TERMS ON REVERSE

SEWER & DRAIN PLUMBING PUMPING
 INDUSTRIAL EXCAVATION DRAIN TILE
 CUSTOMER CLASS
 RESIDENTIAL COMMERCIAL

CUSTOMER NAME **ST. Judes Episcopal Church** CUSTOMER NO. _____
 BILLING ADDRESS **20920 McClellan Rd** APT. NUMBER _____ FEDERAL I.D.# **42-0499300**
 CITY **Cupertino** STATE/PROVINCE **CA** ZIP/POSTAL **95014** CUSTOMER PHONE NO. _____ P.O. NUMBER/AUTHORIZATION _____
 SERVICE ADDRESS (IF DIFFERENT THAN BILLING ADDRESS) **Same** CITY _____ STATE/PROVINCE _____ ZIP/POSTAL _____

WORK ORDER AUTHORIZATION / WAIVER I have asked Roto-Rooter to provide the services indicated and agree to pay the amounts specified. I have read and agree to the terms on the reverse side and attached, including the limits on Roto-Rooter's responsibility specified in those terms: Residential Customers: Under Section 1689.13 of the California Civil Code, in order to induce Roto-Rooter to provide these services: 1) I initiated this contract; 2) I executed this contract in connection with the making of emergency or immediately necessary repairs for the protection of persons or real or personal property as detailed on this form; and 3) I expressly acknowledge and waive the right to cancel this contract within three or seven business days, whichever applies.

Note: You have the right to require Roto-Rooter to have a performance and payment bond; however, Roto-Rooter can charge you for the cost of procuring a bond. Statutory Notice of Cancellation, if applicable, may be sent to Roto-Rooter Services Company, 195 Mason Circle, Concord CA 94520.

Down payment: _____ The down payment may not exceed \$1,000 or 10 percent of the contract price, whichever is less.

(SIGNATURE) _____ (DATE) _____ (PRINT NAME) _____

REPAIR CODE	ESTIMATE AND DESCRIPTION OF WORK TO BE PERFORMED (The approximate starting date is _____, and the approximate completion date is _____ Neither date is guaranteed. Unexpected conditions or problems could cause delays. A definite completion date is not of the essence.)	\$ AMOUNT
	Installed 2 property line clean-outs one on the McClellan side and one on Stelling side both clean-outs are 6" Inch, had inspected by city and sanitation inspector and backfilled/alt.	
ADJUSTMENTS/CHANGES IN WORK TO BE PERFORMED (Use additional invoice if needed to describe changes)		

RESIDENTIAL GUARANTEE	COMMERCIAL GUARANTEE	PAYMENT	LABOR \$
<input type="checkbox"/> Main/Branch Lines 6 months <input type="checkbox"/> Toilet Auger 7 days <input type="checkbox"/> Plumbing Repair 6 months <input type="checkbox"/> Plumbing Replacement 1 year <input type="checkbox"/> Extended Guarantee 1 year REASON FOR NO GUARANTEE _____	<input type="checkbox"/> Main/Branch Lines 30 days <input type="checkbox"/> Toilet Auger 24 hours <input type="checkbox"/> Plumbing Repair 90 days <input type="checkbox"/> Plumbing Replacement 90 days K. 5 yr guarantee	<input type="checkbox"/> CASH <input type="checkbox"/> CHECK NO. _____ <input type="checkbox"/> CREDIT CARD <input checked="" type="checkbox"/> NET 10 DAYS OVER 30 DAYS = LATE CHARGE OF 1 1/2% PER MONTH *In the event check is returned, the CUSTOMER is responsible for all related bank fees.	9,346.52 LABOR TAX \$ _____ PARTS \$ 1458.56 DISCOUNT \$ _____ PRODUCTS \$ _____ Permit 600.00 TAX \$ 134.92 CONTRACT PRICE \$ 11,540.00

COMPLETION I acknowledge completion of the above described work which has been done to my complete satisfaction.

(SIGNATURE) **N/A to sign**
 (PRINT NAME) _____

SUGGESTIONS FOR REPAIR / REPLACEMENT			
ITEM	LOCATION	ESTIMATED COST	YOU SAVE TODAY
WATER HEATER			
DISPOSER			
SINK			
TOILET			
BATHTUB			
SHOWER			
FAUCET			
DRAIN			
OTHER			

Rely on the experts at Roto-Rooter for complete plumbing and drain services. Call 1-800-GET-ROTO (438-7686).
 Visit us at rotorooter.com for coupons, helpful hints and more. Complete our customer survey at: rotorooter.com/contact-us/customer-survey.
 And, follow us online for news, timely updates, and other plumbing and drain information.
 twitter.com/rotorooter | facebook.com/rotorooter
 rotorooter.com/blog | youtube.com/rotorootertv

(Service Technician's Signature) **Alfonso Moreno**
 NV:CA-TCCA-5(8/18) BILLING COPY



Memo

Item 9E

To: Board of Directors

From: Benjamin Porter, Deputy District Manager

Date: April 17, 2019

Re: ESRI USER CONFERENCE AND PRE-CONFERENCE ACTIVITIES

Background:

The ERSI user conference is an annual conference offered to member users and the public to update GIS users on innovative applications developed by ESRI and vendors in the past year. This year it will be taking place from July 8-12 in San Diego. The conference benefits existing users and educates new users on how to implement GIS at their organizations. As a result, GIS users are able to improve their technical development skills and gain new knowledge and techniques. The conference offers technical workshops with exercises that provide hands on learning experience that GIS users can take advantage of as a part of their attendance.

The benefits of staff attendance include:

- To ensure we are getting the most valuable resources from our GIS investment.
- To learn about real-life GIS experiences, best practices, and tips.
- To broaden our knowledge of the way we see GIS and the capabilities that GIS provides and more insight as to how to implement GIS in our industry.

In conjunction with Cupertino Sanitary District's user license, we are entitled to registration for two attendees at the conference at no cost. In addition to the conference, there are two preconference activities that will be particularly beneficial.

1. The Engineering Summit (July 7-9): This is a focused summit for architecture, engineering, construction, and survey professionals. This will present both high level discussions and in-depth topics about GIS and how it can be leveraged to improve our operations.
2. Preconference Seminar (July 6-7): Creating and Managing Utility Networks with ArcGIS. ArcGIS provides robust tools to model, visualize, edit, and analyze complex utility networks. This session is for GIS professionals who need to maintain, analyze, or manage utility networks and provides a comprehensive overview of the utility network architecture in the enterprise geodatabase.

Cost:

User Conference registration for two staff members	Complimentary
Engineering Summit for one staff member	\$495
Preconference Seminar for one staff member	\$745
Hotel Accommodations (7 total nights)	\$1,750
<u>Airfare for two staff</u>	<u>\$800</u>
	\$3,790

Recommendation:

Staff recommends attendance by one engineering level staff member and one management level staff member. In addition to the User Conference, staff recommends that the management staff member attend the Engineering Summit, and the engineering level staff member attend the Preconference Seminar.



**ADVANCED MANAGEMENT & SUPERVISORY
LEADERSHIP TRAINING PROGRAM**

Santa Clara, California

May 20 - 22, 2019

-Hosted by Santa Clara Water & Sewer-

****20 Contact Hours Approved for License Renewal****

The Advanced Course is a series of skill-building days designed to help understand management's changing role in today's business climate. Leadership principles and challenges will be discussed; individual and team exercises will support specific skill training; discussions of the future of management and organizations will be central to the learning experience.

The three-day course includes: (classes meet each day from 8:00 a.m. to 5:00 p.m.)

SECTION 1: LEADERSHIP REVIEW. A review of leadership principles and what it takes to be an effective leader in the Utility Industry.

SECTION 2: THE NATURE OF CHANGE MANAGEMENT. Designed to help managers and supervisors fully understand the nature and necessity of change, its impact on people, and how to meet the challenge it presents. Participants learn strategies that help speed up the process and minimize the productivity decline. Emphasis is placed on coaching and leading a team through a complex change situation.

SECTION 3: CRITICAL THINKING SKILLS FOR PROBLEM RESOLUTION AND INNOVATION. Few of us have had any formal education in "Thinking." We tend to be unaware of the ways our current thinking processes determine the kind of results we are getting. This Course will explore the roots of current methods of thinking and how they serve us and how they limit our options. We will explore new methods of thinking called Parallel Thinking and Lateral Thinking as alternatives with greater benefits. These methods will give immediate results. They are simple to use and very empowering.

SECTION 4: DECISION MAKING. As managers we spend our days making decisions. How do you determine the quality of your decision making process/the quality of your outcomes? Do you have a way of determining whether something should even be a decision? We will explore methods and perspectives that will support your individual and group decision making ability.

Fees, Location & Registration Form

Fee: The fee for the three-day course is **\$499.00**, which includes all instruction, workbook, and handout materials.

Certification: A formal certificate will be prepared for parties who successfully complete the required course objectives. This certificate is prepared and presented by Public Utilities & Waterworks Management Institute. Optional higher education certification (with academic CEU's) is also available for those who need this to meet job or organizational requirements. Any individual desiring to receive the higher education certificate may do so by paying a **\$50** fee upon request.

Location: **Silicon Valley Power**
 SVP Training Room
 881 Martin Avenue
 Santa Clara, CA 95050 **(Driving directions will be provided)**

****When entering the driveway park to the right but the first 10 slots are reserved****

-Hotel recommendations available upon request-

For further information, contact Chuck Christensen at 208-957-5350 or chuckets@gmail.com

*****To reserve your seat, complete the registration form below and send it along with your payment information to Education & Training Services.*****

REGISTRATION FORM

**Advanced Management & Supervisory Leadership Training Program
May 20 - 22, 2019 (Santa Clara, CA)**

Name _____

Business Name _____

Business Address _____

City/State/Zip _____

Business Phone _____ **Email Add.** _____

Payment fee: \$499.00 per attendee

To pay by credit card call us at: 208-957-5350 or 801-281-0107

To pay by check, make check payable to: EDUCATION & TRAINING SERVICES

Mail check to:

**EDUCATION & TRAINING SERVICES
PUBLIC UTILITIES & WATERWORKS MANAGEMENT INSTITUTE
P.O. BOX 495
SALT LAKE CITY, UTAH 84110
ATTN: ACCOUNTS RECEIVABLE**

***Call or email Chuck Christensen (see above) to make sure class is not full.**



Memo

Item 9G

To: Board of Directors

From: Richard Tanaka, District Manager-Engineer

Date: April 17, 2019

Re: Approval to Purchase 3 New MultiQuip Trailer Mounted Generators and a Godwin CD150S Dri-Prime 6" Trash Pump for Emergency Response

Background:

Until recently, District had three 20 kW-(25 kVA) stand-by generators stored at District's corporation yard. One of these stand-by generators is currently being used at Cristo Rey due to generator recently being stolen. It was also determined several months ago that two generators at Pierce and the one spare being used at Cristo Rey are old and obsolete, making them unreliable, and need to be replaced.

In the event of a power failure, nine of the pump stations are not equipped with on-site generators for backup. These three generators provided this backup power in the event of power failure. With the purchase of three new generators, these three generators will replace one at Pierce and one at Cristo Rey and install a new one at Tantau (which currently does not have onsite generator). These two older generators will be stored at the District's corporation yard as stand-by generators for the other nine pump stations.

To this date, there has not been a sewer overflow due to power failure however, we have had a close call. Recently, we had power failure at three pump stations which occurred at the same time. In this instance, we were able to prevent a sewer overflow. During wet weather flow, these pump stations will function for about one to two hours during power failure before a sewer overflow occurs.

On February 10, 2019 one of our largest pump stations (Prospect PS) had total breakdown. We were able to borrow a trasher pump from another agency due to our vendor's inability to promptly respond and provide a trasher pump. Even with this borrowing of a trasher pump from another agency, we were not able to avoid sewer overflow into Rodeo Creek. To ensure reliability, District should not rely on our vendors or borrowing equipment, especially for larger pump stations such as Prospect and Homestead PS, since we only have a couple of hours before a SSO would occur.

Recommendation:

Staff recommends Board to approve the purchase of the 3 New MultiQuip trailer mounted generators at a total cost of \$90,958.30 to restore two older generators as a backup system. District was reimbursed \$19,427 from our insurance carrier for the stolen generator at Cristo Rey.

Staff also recommends Board to purchase 6 inch trash pump with hose and fittings at a cost of \$49,116.03.

Attachments:

C&D Power Sales Quote

PAC Machine Company Sales Quote



April 11, 2019

QUOTE # Q190411CUPERJK Adjust-MQ25

Cupertino Sanitary District
Attn : Tony Soares
Phone:(408)761-5875
tsoares@markthomas.com

RE: Trailer Mounted 25kw Generator

Thank you for the opportunity to provide pricing for the generator set and system accessories on the above referenced project. We are pleased to quote as follows:

ITEM 1: Equipment

Three(3) MultiQuip DCA25SSIU4F Trailer Mounted Generator

- o ISUSU 4LE2T Diesel Engine
- o EPA Tier4 Final, Certified
- o Water Cooled, 1800 RPM
- o 22Kw, Standby Rating, 20kw Prime Rating
- o Multi Voltage, 139/240V 3ph, 277/480V 3ph, 120/240V 1 ph, 60 Hz
- o ECU750 Controller
- o Block Heater, 500W
- o Battery Charger, 3A
- o Sub-base Fuel Tank, 41.7 gal, 26 hr run @full load
- o Sound Attenuated Enclosure, 65 dba @23 ft
- o Main Line Circuit Breaker 60Amp
- o Single Axle Trailer, 3500lb GAWR
- o Tongue Mounted Swivel Jack, rated 2000lb
- o Coupler Options available, can be selected later

Unit Price, Deliver to Cupertino, CA- ----- \$30,986.10(tax included)
Total Price(3 units), Deliver to Cupertino ----- \$92,958.30(tax included)
Adjusted Price, Deliver to Cupertino, discount - \$2,000 --- \$90,958.30(tax included)
 Lead time : Late August 2019

Clarifications:

1. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
2. OSHPD paperwork and certification are excluded. This is the responsibility of the customer.
3. **All permits must be obtained prior to installation of the equipment.**
4. For Diesel Engine Generators. **Do not fuel until pressurized Tank Testing is complete** and signed off by local Hazmat authority.
5. "Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr" which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarden-12th grade school and there is not a price for a PM Filter on this quote please contact us immediately.

Corporate Headquarters:
 150 Nardi Lane
 Martinez, California 94553
 Phone 925.229.2700
 Fax 925.229.2702
 Contractor License #757162

Sacramento Branch:
 4372 Pinell Street
 Sacramento, California 95838
 Phone 916.564.2622
 Fax 916.564.1083

Possible Adder:

- Pricing:** Valid 30-Days from date on quote. Pricing may be adjusted after submittals and air quality acceptance.
- Restocking:** A restocking fee of 15% will apply for cancellation after receipt of purchase order and up to 60 days prior to scheduled order shipment date. Cancellation 60 days or less before scheduled shipment date will result in full PO charges.
- Storage:** CD & Power will not be held responsible for damage, burglary or vandalism that may occur while equipment is stored at our facility. Storage for more than one month will result in a \$100.00/week storage fee. A secondary shipping and/or crane charge to jobsite may also apply.

Please do not hesitate giving us a call with questions or concerns.

Sincerely,

James Kim
925-229-2700 X128

CONDITIONS OF SALE

The Terms and Conditions of Sale below constitute an Agreement between CD & Power and Customer. The provisions of this agreement supersede all prior agreements, negotiations, representations and warranties whether written, oral or otherwise, and no waiver, alteration, or modification of this agreement shall be binding unless agreed to in writing and signed by both CD & Power and customer.

QUOTATIONS are valid for thirty (30) days from the date of quotation unless agreed to in writing by CD & Power. A Quotation is not a valid acceptance of an offer to sell unless (1), a Purchase Order signed by an authorized representative of the Customer is received by CD & Power or (2), approved by CD & Power Credit Department. Equipment in stock is subject to prior sale.

A recent California Air Resources Board rule requires that a particulate trap be added to generators for jobs located at or within 100 meters of a school grades K through 12 or day care centers. If your jobsite is within these requirements we will be glad to provide you price adders for the installation of a particulate filter.

SPECIAL ORDERS - A nonrefundable deposit is required for all special order equipment and accessories. The deposit will be applied against the balance of the equipment invoice and cancellation charges, if any.

CHANGES AND MODIFICATIONS - Customer agrees to pay for any changes in scope, design or work plan from that ordered. CD & Power shall have the right to subcontract any or all work covered by the sale. Sale is non-assignable by the Customer without prior written approval of CD & Power.

TERMS - All billings are net fifteen (15) days from the date of invoice upon credit approval. Retention is not acceptable. Customers not adhering to payment terms agree to pay delinquency charges of 1.5% per month or the maximum allowable by law, whichever is greater, on the unpaid balance. If CD & Power commences an action to collect amount due the Customer agrees to reimburse CD & Power all collection costs, attorney fees and court costs.

FINAL ACCEPTANCE - Final acceptance shall occur at time of delivery. Offloading is the Customer's responsibility unless otherwise provided for. Storage and interest charges will result when equipment and accessories ready for shipment to the Customer are held in CD & Power inventory due to Customer's inability to accept delivery.

WARRANTY - All implied warranties including without limitation merchantability and fitness for a particular purpose are excluded from this Agreement. CD & Power disclaims all liability for special, incidental, and consequential damages. The only warranty for equipment sold to the Customer shall be the Manufacturer's warranty. CD & Power obligation is limited to rework or replacement of materials necessary to correct any condition of the equipment resulting from defects in material. Manufacturer's warranty is not effective until Start Test is performed by CD & Power. Start and Test must be paid in advance.

RETURNED MERCHANDISE - Equipment, accessories and parts cannot be returned without CD & Power written approval. Equipment, accessories and parts must be in salable condition. Customer must pay transportation costs and restocking charge of twenty-five percent (25%) of invoice amount.

SECURITY INTEREST - CD & Power retains and Customer hereby grants CD & Power a Security Interest in equipment sold, including all accessions to and replacements of the equipment, until the Customer has made payment in full in accordance with the provisions herein. Customer shall cooperate fully with CD & Power in executing such documents as CD & Power may deem necessary for the protection of such Security Interest.

TAXES, LICENSES, PERMITS AND INSURANCE - Customer shall pay to CD & Power the amount of any sales, use, excise, duty or similar tax attributable to the sale covered hereby, whether or not included in the purchase or quotation price. CD & Power will assume no responsibility for obtaining permits or licenses other than those specifically provided for. Customer shall reimburse CD & Power for the cost of providing any insurance related rights or waivers associated with CD & Power existing insurance policies. Where taxes do not apply upon sale or resale, Customer shall provide CD & Power with appropriate exemption certificates.

Customer acknowledges that he has not relied on CD & Power skill or judgment in the selection of equipment and that any technical advice or specifications solicited regarding the equipment shall be used at Customer's own risk. Any noncertified drawings provided are descriptive in nature and not warranties of performance.

Except as expressly provided herein, the Agreement shall be governed, construed, and interpreted by the laws of the State of California. The United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply. CD & Power elects to opt out of the CISG. Waiver by CD & Power of any breach of the Terms and Conditions of Sale included herein or on any attachment shall not be construed as a waiver of any other breach. Waiver by CD & Power of any breach must be in writing.

CUSTOMER'S REMEDIES - CD & Power shall not be in default and shall not be liable for delays by equipment manufacturers or suppliers or any other circumstances beyond CD & Power reasonable control. Customer's exclusive and sole remedy on account or in respect of any breach, or to any express or implied warranty, shall be to secure replacement. Correction of any nonconformity shall constitute complete

fulfillment of all liabilities of CD & Power. CD & Power aggregate liability in any customer claim shall not, under any circumstances, exceed the payment received by CD & Power for the equipment and services furnished. CD & Power liability shall be limited to those claims arising solely from the acts of the CD & Power. CD & Power shall not be liable whether in contract or in tort or under any other legal theory for loss of revenue, use, or profit or for the cost of any labor expended. Customer agrees to indemnify, save and hold CD & Power harmless for any special, direct, indirect, incidental, accidental or consequential damages to anyone by reason of any breach of contract or of any express or implied warranty.

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance by CD & Power, to purchase and pay for this equipment, accessories and service in accordance with the CD & Power Conditions of Sale and Standard Terms & Conditions.

Company Name: _____

Contact Name: _____

Purchaser Authorized Signature: _____

Contact Title: _____

Date: _____

Purchase Order: _____



Memo

Item 10A

To: Board of Directors

From: Marc Hynes, District Counsel

Date: April 17, 2019

Re: Transitioning of District Manager-Engineer - Mark Thomas & Co. Agreement

Summary:

Cupertino Sanitary District entered into an agreement with Mark Thomas & Co. for the management and engineering services on August 15, 2017. Section 2 of this agreement states that the Mark Thomas & Co. shall designate one of its principals who shall act and be primarily responsible for supervising performance of the Manager's Services. This language was retained in this agreement from the original 1958 agreement.

In 1958, the principals of Mark Thomas & Co. had to be shareholders of the company. Today, the ownership climate for Mark Thomas & Co. has significantly changed. Currently, Mark Thomas & Co. have 38 shareholders with 6 designated principals.

With the planned retirement of the current designated Manager, Richard Tanaka, Mark Thomas & Co. is proposing his replacement with Ben Porter. Ben Porter is not one of the principals, but he is a shareholder, an associate of the firm, and is a member on both Management and Leadership Committees.

Recommendation:

Based on my review this agreement, which states the Company may change the person designated as Responsible Principal and the District Board may request Company to replace the person currently serving as the Responsible Principal and the replacement person shall be subject to approval of the District Board, it is my opinion that this transition would not require an amendment to the agreement to delete "principal" wording since Board has the ultimate decision as to person designated as the District Manager-Engineer.

If the Board concurs with my recommendation, the Board minutes would reflect this conclusion.

Attachments:

Mark Thomas & Co. Agreement with the District

AGREEMENT FOR MANAGEMENT AND ENGINEERING SERVICES

THIS AGREEMENT, dated August 15, 2017, by and between CUPERTINO SANITARY DISTRICT OF SANTA CLARA COUNTY ("District"), and MARK THOMAS & COMPANY, INC., a California corporation ("Manager"), is made with reference to the following facts:

A. Since 1958, District has retained Manager to perform professional management and engineering services as the District Manager for District, pursuant to written agreements and amendments thereto executed by the parties from time to time.

B. District and Manager desire to continue their existing relationship and have determined that it is necessary to update and modify the terms of their agreement through the execution of a new contract that will supersede and replace all prior agreements between the parties.

NOW, THEREFORE, it is agreed as follows:

1. **Scope of Services.** Subject to the direction and approval of District through its Board of Directors ("the District Board"), Manager shall perform all services required for the routine operation of the District's sanitary sewer service and the maintenance, repair, replacement, and improvement of the District's facilities and equipment, including, but not limited to the services described in Exhibit "A" attached hereto and incorporated herein by reference. All services shall be performed to the reasonable satisfaction of the District Board.

2. **Responsible Principal.** Manager shall designate one of its principals who shall act on behalf of Manager and be primarily responsible for supervising performance of Manager's services hereunder (the "Responsible Principal"). The person designated as Responsible Principal shall be subject to approval of the District Board. The Responsible Principal shall also be individually named as the Clerk of the District with authority to perform the duties and responsibilities of the District Clerk as provided by law. At any time, Manager may change the person designated as Responsible Principal and the District Board may request Manager to replace the person currently serving as the Responsible Principal. The replacement person shall be subject to approval by the District Board.

3. **Compensation and Expenses.** As compensation for all services to be performed by Manager under this Agreement, Manager shall be paid the amounts set forth in Exhibit "B" attached hereto and incorporated herein by reference. In addition to such compensation, Manager shall be entitled to charge District for operating expenses as described in Exhibit "B", provided such expenses are included as part of the District's annual budget, or are otherwise approved by the District Board, and are billed to District at Manager's cost.

4. **Method of Payment.** Manager shall submit billings to District describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any expenditures

charged to District during the period covered by the statement. Billings shall be submitted monthly, or at such other time as agreed upon between District and Manager. District shall pay Manager no later than 30 days after approval of the invoice by the District Board. If the District Board objects to all or any portion of the billing, the President of the District shall notify Manager of the nature of such objection and the amount in dispute. District shall pay when due the portion of the billing, if any, that is not in dispute. The parties will make every effort to settle the disputed billing through good faith negotiations and mediation.

5. **Maintenance and Inspection of Records.** Manager shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, purchase orders, and other records or documents relating to charges for services or expenditures charged to District, for a minimum of three (3) years from the date of final payment to Manager under this Agreement and shall make the same available to District or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by District. The right of inspection shall include the right to make extracts and copies.

6. **Assignment and Subcontracts.** Manager acknowledges that Manager's special skill and expertise is a material consideration for District entering into this Agreement. Manager shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Manager under this Agreement without prior approval of the District Board. If the District Board consents to any subcontracting of work, Manager shall be responsible to District for all acts or omissions of the subcontractor.

7. **Correction of Work.** Manager shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services, or other work, without additional cost to District. The performance or acceptance of services furnished by Manager shall not relieve Manager from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of Manager's services hereunder.

8. **Ownership of Documents.** All plans, drawings, specifications, reports, documents and other writings prepared by and for Manager in the course of performing its services under this Agreement, including all such materials delivered to Manager by any other parties, except Manager's working notes and internal documents, shall become the property of District upon payment to Manager for such work, and District shall have the sole right to use such materials in its discretion without further compensation to Manager or to any other party. Manager shall, at Manager's cost, provide such plans, drawings, specifications, reports, documents and other writings to District upon written request.

9. **Independent Contractor.** Except as otherwise expressly provided in this Agreement, Manager is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of District.

10. **Licenses.** Manager represents and warrants to District that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Manager to practice its profession. Manager shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement.

11. **Compliance with Standards of Care and Laws.** Manager shall adhere to the standard of care in its profession and shall exercise due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.

12. **Mutual Indemnity.**

(a) Manager shall indemnify, defend, and hold harmless the District and its officers, directors, and officials, from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including reasonable attorney's fees, to the extent arising out of the negligent performance by Manager of its services under this Agreement or its failure to comply with any of its obligations contained in this Agreement, and District shall not be liable for any negligent acts or omissions or willful misconduct of Manager.

(b) To the extent permitted by law, District shall indemnify, defend, and hold harmless Manager and its officers, directors, shareholders, and employees, from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including reasonable attorney's fees, arising from Manager being designated and acting as District's manager, engineer, and District Clerk, and not resulting from any negligent act or omission or willful misconduct committed by Manager, Manager's Responsible Principal, or any of Manager's other principals, officers, directors, employees or agents.

(c) For purposes of any liability to third parties arising from sanitary sewer overflows, the District's general liability insurance policy will include coverage for Mark Thomas & Co. Inc. and its employees to the same extent as though they are employees of the District and coverage is provided for the negligent acts or omissions of District employees. The additional cost of providing such liability insurance for Mark Thomas & Co. Inc. and its employees shall be paid by the District.

13. **Insurance.** Manager, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

(1) **General Liability Coverage.** Manager shall maintain commercial general liability insurance in an amount not less than \$2,000,000 per claim for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

(2) **Automobile Liability Coverage.** Manager shall maintain automobile liability insurance in an amount not less than \$2,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).

- (3) **Workers' Compensation and Employer's Liability Coverage.** Manager shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Manager in connection with the performance of services under this Agreement. In the alternative, Manager may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Manager, if a program of self-insurance is provided, shall waive all rights of subrogation against District for loss arising from work performed by Manager for District.
- (4) **Professional Liability Coverage.** Manager shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by Manager in the performance of its services under this Agreement.
- (b) **Endorsements:** Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
 - (1) The District, its directors, officers, officials, employees, agents and volunteers in their official capacities as representatives of the District, are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Manager; products and completed operations of Manager; premises owned, occupied or used by Manager; or vehicles owned, leased, hired or borrowed by Manager. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, officers, officials, employees, agents or volunteers.
 - (2) For any claims related to the services performed by Manager hereunder, Manager's insurance coverage shall be primary insurance as respects the District, its directors, officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its directors, officers, officials, employees, agents or volunteers shall be excess of Manager's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, officials, employees, agents or volunteers.
 - (4) Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Manager's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to District.
- (c) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District Board.

(d) **Acceptability of Insurers.** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by the District Board.

(e) **Verification and continuation of coverage.** Manager shall provide certificates of insurance with original endorsements to District as evidence of the insurance coverage required by this Agreement. At the request of District, Manager shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement. In the event of any reduction, suspension or cancellation of any insurance coverage required to be provided by Manager hereunder, Manager shall furnish replacement insurance in accordance with the requirements of this Section prior to the effective date of such reduction, suspension or cancellation so as to avoid any lapse in coverage.

14. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To District: Board of Directors
 Cupertino Sanitary District
NOTE: A copy of the notice shall be mailed to each member of the District Board, at the member's current home address as shown on the records of Manager.

To Manager: Mark Thomas & Company, Inc.
 Attn: Responsible Principal
 20863 Stevens Creek Blvd.
 Suite 100
 Cupertino, CA 95014

15. **Litigation Expenses and Attorneys' Fees.** To the extent permitted by law, if either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees. Prior to the commencement of any litigation, the parties shall make a good faith effort to resolve the dispute through mediation.

16. **Termination of Agreement.** This Agreement may be terminated by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon ninety (90) day's prior written notice to the other party. In the event this Agreement is terminated by District through no fault of Manager, Manager shall be compensated for all services performed to the effective date of termination.

17. **Miscellaneous Provisions.**

(a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.

(c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both District and Manager.

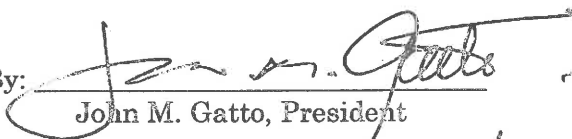
(d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.


(e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.

(f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

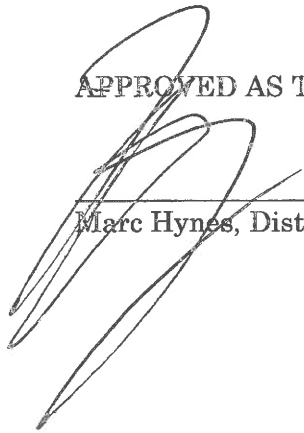
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CUPERTINO SANITARY DISTRICT
OF SANTA CLARA COUNTY

By: 
John M. Gatto, President

Attest: 
William A. Bosworth, Secretary

APPROVED AS TO FORM:



Marc Hynes, District Counsel

MANAGER:
MARK THOMAS & COMPANY, INC.

By: 

Richard Tanaka, Senior Principal

EXHIBIT A
Description of Services

The services to be provided by Manager under this Agreement shall include the following:

1. Manage the operation, maintenance, repair and replacement of District equipment and facilities.
2. Prepare plans and specifications for improvements to the District's sanitary sewer system and provide construction management services during the construction thereof.
3. Prepare bid documents and conduct public bidding when required by law. Provide recommendations to the District Board concerning award of contracts.
4. Prepare and update District Sewer Master Plan including development/updates of the District's capital program, hydraulic modeling, closed circuit television (CCTV) of sewer mains and condition assessment program for all sewer mains, laterals, manholes and pump stations.
5. Manage fats, oil and grease (FOG) compliance program, including sizing of the grease interceptors, inspection and maintenance/compliance of the food establishments per District's FOG Operations Code.
6. Prepare or review flow studies and proposed development plans and conduct facility inspections to determine needed repairs, replacements and improvements to District facilities.
7. Check all plans for proposed alterations, improvements or repairs to the District's sanitary sewer system, whether prepared by Manager or others, to determine compliance with District standards and applicable code requirements.
8. Advise the District Board on requirements of regulatory agencies and prepare and file any reports required by such agencies.
9. Prepare and post notices of all meetings of the District Board as required by law; prepare agendas and packets for each meeting; attend all meetings and prepare draft minutes of meetings for approval by the District Board. Attend meetings of subcommittees of the District Board as needed.
10. Prepare and maintain books and records of the District, including financial records, budgets, projections, and data required for annual audit by District auditor.
11. Prepare warrants and checks for payment of District expenses and presentation of same for approval and signature by the District Board.
12. Maintain District Operations Code and recommend ordinance amendments for adoption by the District Board.

13. Represent the District at meetings of regional organizations, including the Technical Committee of the San Jose-Santa Clara Regional Wastewater Facility.
14. Contract with vendors for the furnishing of services, supplies, and equipment required for District operations.
15. Provide facilities within Manager's offices for District use, including meeting room for the District Board and service counter for access by members of the public during regular business hours. Manager's offices shall be designated as the District's principal place of business on all District records.
16. Maintain District website and update as needed.
17. Prepare draft annual report to the public for approval by the District Board and distribute the report to the District's customers and other interested persons.
18. Calculate, collect, and account for fees and charges payable to the District and deposit the same into the District's bank accounts.
19. Prepare all documents required for placing the District's sanitary sewer charges on the annual tax rolls; handle mailed billings for customers paying such charges directly to the District.
20. Advise the District Board of federal, state and local laws and regulations applicable to the District and insure that the District's operations are conducted in compliance with the same.
21. Provide all office and clerical services required for the performance of Manager's services described above.

EXHIBIT B
Compensation

Manager shall be paid each month an amount equal to actual base salary for Manager's employees performing services for the District, to be charged according to the time spent by the employee for the performance of such services, plus a premium equal to one hundred seventy percent (170%) of such payroll, as compensation to Manager for all employer costs, vacation time, sick leave, health insurance, retirement benefits, and general overhead. In the event of overtime, the District shall be billed for the employee's actual salary at the applicable overtime base rate, but no premium shall be charged on the additional overtime compensation.

The services rendered by the Responsible Principal shall be billed at the fixed rate of \$240.00 per hour until June 30, 2018. Thereafter, with the approval of the District Board in its sole discretion, the fixed rate will be adjusted annually based on the percentage increase in the Consumer Price Index ("CPI"), as hereinafter described, with a maximum allowable rate increase of 3% for any given year. The CPI shall be the Consumer Price Index for the San Francisco-Oakland Area, All Items, as published by the U.S. Department of Labor. The percentage increase shall be for the CPI published nearest to June 1st of the adjustment year as compared to the CPI published nearest to June 1, 2016. The adjustment shall be applied to the fixed rate set forth herein of \$240.00 per hour.

The District Board, in its sole discretion, may provide additional benefits at the expense of the District to the Responsible Principal and/or other designated employees of Manager, as the Board may determine from time to time. If granted, the District Board may discontinue such additional benefits at any time.

Prevailing Wage Requirements:

In accordance with California Labor Code Section 1771, Consultant will pay and will require all Subcontractors to pay all workers on the work a salary or wage at least equal to the prevailing rate of per diem wages for such work as set forth in the wage determinations and wage standards applicable to this work. Pursuant to section 1773 of the Labor Code of the State of California, the DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the contract. Compliance with the provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with section 1770) of said Labor Code and particularly section 1775 thereof is required.

In accordance with the provisions of sections 1777.5 and 1777.6 of said Labor Code, and in accordance with the rules and procedures of the California Apprenticeship Council, properly indentured apprentices shall be employed in the prosecution of the work. The ratio of apprentices to journeypersons who shall be employed in the respective crafts or trades may be the ratio stipulated in the apprenticeship standards under which the appropriate joint apprenticeship committee operates.

In accordance with the provisions of Section 1773.3 of the Labor Code, DISTRICT will provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award.

Expenses

District shall be charged for expenses that are incurred solely for the benefit of District and do not represent operating expenses that would otherwise be incurred by Mark Thomas & Company, Inc. Such expenses include, but are not limited to, the following:

1. Equipment purchased and vendor services solely for District use.
2. Cost of the T-1 phone line, and web host for District Internet connection.
3. Energy cost for the District server room.
4. Cost of the District Board meeting room, to be billed at the rate of \$400 per month.
5. Cost of mileage for District related vehicle travel by Manager's employees, to be billed at the current IRS rate.
6. Printing, Publishing, mailing, reproductions, and other similar District approved costs.
7. The cost of conferences, meetings, and other activities authorized by the District Board.

Cupertino Sanitary District - Monthly Maintenance Summary - March 2019

SSOs

Start Date	Location	Cause of SSO	Cat	Main/Lat	Spill Volume (Gal)	Spill Recovered (Gal)	Volume of Wash Water Used (Gal)
	None						

PLSDs (Private Lateral Sewage Discharge)

Start Date	Location	Cause of PSLD	Cat	Main/Lat	Spill Volume (Gal)	Spill Recovered (Gal)	Volume of Wash Water Used (Gal)
3/18/2019	11522 Seven Springs Dr, Cupertino	Tool inside the PLCO	N/A	Lat	400	200	250

Emergency Calls - Causes

Call Recd Business Hours	# of Calls	Call Recd After Hours	# of Calls	Call Recd Weekend	# of Calls
Root Intrusion	4	Root Intrusion	1	Root Intrusion	-
Onsite	6	Onsite	1	Onsite	-
Grease	-	Grease	-	Others	2
Others	2	Pump Station	-	Pump Station	2
Total:	12	Total:	2	Total:	4

Repairs

Address	Main/Lat	Description of Work
Homestead Pump Station	Pump Station	Repair to Scada control panel
Homestead Pump Station	Pump Station	Installed of volute & suction plate for 3 pumps
Homestead Pump Station	Pump Station	Repair valves to pumps
Prospect Pump Station	Pump Station	Repair to generator

Mainline Maintenance

Size of Pipe	4"	6"	8"	10"	12"	14"	15"	16"	18"	> 20"	FY2018-19 YTD	FY2018-19 Annual Schedule	% Complete (YTD/Annual Schedule)
Mainline Cleaning (ft)	178	31,577	52,199	6,163	530	0	5,506	0	0	0	96,153	882,053	79%
Easement Cleaning (ft)	178	1,203	10,661	1,825	0	0	120	0	0	0	13,987	93,381	62%
CCTV (ft)	0	4,795	15,662	0	0	0	0	0	740	0	21,197	182,389	88%

Lateral Maintenance

Activity	# of Laterals	FY2018-19 YTD	FY2018-19 Annual schedule	% Complete (YTD/Annual schedule)
Cleaning	348	2,625	2,167	121%
CCTV	14	114	(lateral maint is ahead of schedule)	
Inspection	27	181		

FOG Inspection

	# of Inspections	YTD FY2018-19	FY2018-19 Annual Schedule	% Complete (YTD/Annual schedule)
Performed	27	369		
Completed	22	237	283	84%
Follow up Needed	5			