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REGULAR MEETING  
BOARD OF DIRECTORS  
**TUESDAY, NOVEMBER 19, 2019 – 6:30PM**  
3 DAIRY LANE, BELMONT CALIFORNIA

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**AGENDA**

**1. OPENING**

- A. Call to Order
- B. Establishment of Quorum
- C. Pledge of Allegiance

**2. PUBLIC COMMENT**

*Members of the public may address the Board on the Consent Agenda or any item of interest within the jurisdiction of the Board but not on its agenda today. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Please complete a speaker's form and give it to the District Secretary. Each speaker is limited to three (3) minutes.*

**3. AGENDA REVIEW: ADDITIONS/DELETIONS AND PULLED CONSENT ITEMS**

**4. ACKNOWLEDGEMENTS/PRESENTATIONS**

None

**5. CONSENT AGENDA**

*All matters on the Consent Agenda are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for separate discussion and action after the Consent Agenda as a whole is acted upon.*

- A. Approve Minutes for the Regular Board Meeting on October 24, 2019
- B. Approve Expenditures from October 18, 2019 through November 13, 2019

**6. HEARINGS AND APPEALS**

None

**7. MPWD FY 2016-2021 CAPITAL IMPROVEMENT PROGRAM  
AND 2016 COP (CERTIFICATES OF PARTICIPATION) FINANCING**

None

**8. REGULAR BUSINESS AGENDA**

- A. Introduce and Consider Residential Water Service Termination Policy for adoption by February 1, 2020, in Compliance with Senate Bill 998
- B. Review and Approve Request for Proposal for Executive Search Services to Assist with Recruitment for General Manager
- C. Consider and Confirm MPWD 2020 Regular Board Meeting Schedule

D. Schedule Special Meeting in January 2020 for Review of MPWD 2019-2020 Strategic Plan

**E. MANAGER'S AND BOARD REPORTS**

- A. General Manager's Report supplemented by:
1. Administrative Services Manager's Report
  2. Operations Manager's Report
  3. District Engineer's Report

- B. Financial Reports
1. Month End October 31, 2019

C. Director Reports

**F. COMMUNICATIONS**

**G. CLOSED SESSION**

- A. Public Employee Performance Evaluation and Associated Negotiations  
Government Code §§54957 and 54957.6  
Title: General Manager

**H. RECONVENE TO OPEN SESSION**

**I. ADJOURNMENT**

This agenda was posted at the Mid-Peninsula Water District's office, 3 Dairy Lane, in Belmont, California, and on its website at [www.midpeninsulawater.org](http://www.midpeninsulawater.org).

**ACCESSIBLE PUBLIC MEETINGS**

*Upon request, the Mid-Peninsula Water District will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation (including auxiliary aids or services), to enable individuals with disabilities to participate in public meetings. Please contact the District Secretary at (650) 591-8941 to request specific materials and preferred alternative format or auxiliary aid or service at least 48 hours before the meeting.*

*Next Regular Board Meeting: Thursday, December 19, at 6:30PM*

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REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE MID-PENINSULA WATER DISTRICT

October 24, 2019  
Belmont, California

1. **OPENING**

A. **Call to Order:**

The regular meeting of the Mid-Peninsula Water District Board of Directors was called to order by President Vella at 6:33PM.

B. **Establishment of Quorum:**

**PRESENT:** Directors Vella, Schmidt and Wheeler. Directors Zucca and Warden were absent.

A quorum was present.

**ALSO PRESENT:** General Manager Tammy Rudock, Operations Manager Rene Ramirez, Administrative Services Manager and Board Secretary Candy Pina, District Engineer Joubin Pakpour and District Counsel Julie Sherman. District Treasurer Jeff Ira was absent.

**C. Pledge of Allegiance** – The Pledge of Allegiance was led by Operations Manager Rene Ramirez.

2. **PUBLIC COMMENTS**

None.

3. **AGENDA REVIEW: ADDITIONS/DELETIONS AND PULLED CONSENT ITEMS**

None.

4. **ACKNOWLEDGEMENTS/PRESENTATIONS**

None.

5. **CONSENT AGENDA**

A. **Approve Minutes for the Regular Board Meeting of September 26, 2019**

B. **Approve Expenditures from September 20, 2019 through October 17, 2019**

Director Schmidt inquired about several of the larger payments made and staff explained that one was a CIP progress payment written to Stoloski & Gonzalez, Inc. and the other was to Roberts and Brune Co. Inc. for materials purchased, so that staff could complete the installation of 500 feet of new water main under Malcolm Ave.

Director Wheeler moved to approve minutes for the Regular Board Meeting of September 26, 2019 and Expenditures from September 20, 2019 through October 17, 2019. Director Schmidt seconded and it was unanimously approved.

6. **HEARINGS AND APPEALS**

None.

52 **7. MPWD FY 2016-2021 CAPITAL IMPROVEMENT PROGRAM AND 2016 COP**  
53 **(CERTIFICATES OF PARTICIPATION) FINANCING**

54 **A. Receive Quarterly Reports on 2019 COP Financing through September 30, 2019:**

55 **1. Financial Reconciliation Report; and**

56 **2. Capital Project Fund Report**

57 General Manager Rudock advised that because Dan Bergman of IGService was unable  
58 to attend tonight's meeting, Administrative Services Manager Pina and Operations  
59 Manager Ramirez would be presenting the quarterly update in his place.

60  
61 Administrative Service Manager Pina reported on project costs and dividends earned  
62 YTD and Operations Manager Ramirez shared report highlights and reviewed the chart  
63 and graph data presented under the IGService Spending Report provided staff.

64  
65 Director Wheeler asked staff to modify the third block of the MPWD 2016 COP CIP  
66 Reconciliation Report. It was suggested that the YTD in the title be re-worded and the  
67 date column be changed to the exact project date of completion. Staff agreed with the  
68 recommendations and will modify the report accordingly.

69  
70 Director Schmidt commented on the project completion column under table two of the  
71 report marked June-19 and the fact that the date has passed and work is yet to be  
72 completed. Operations Manager Ramirez advised staff would address and amend  
73 accordingly before the January 2020 quarterly update. General Manager Rudock added  
74 that staff would provide an updated CIP plan prior to year-end and an open Board  
75 discussion followed.

76  
77 Director Schmidt also asked if staff had considered the impacts of a major earthquake to  
78 the District's infrastructure. Staff shared that current construction standards and  
79 specifications seek to construct infrastructure taking the region's seismicity into  
80 consideration and in operations, some strategies have been used to minimize damages  
81 from earthquakes. District Engineer Pakpour pointed out that when it comes to  
82 earthquakes, one should never get too comfortable with a plan. He emphasized that  
83 earthquake proofing simply does not exist and infrastructure upgrades must be balanced  
84 with costs and benefit when prioritizing projects.

85  
86 **8. REGULAR BUSINESS AGENDA**

87 **A. Receive and Accept the Financial Audit Report for Fiscal Year Ended June 30,**  
88 **2019 Presented by James Marta, CPA of James Marta & Company, LLP**

89 Administrative Services Manager Pina introduced James Marta, CPA and managing  
90 partner from James Marta & Company, LLP.

91  
92 Mr. Marta shared that overall the audit yielded an unmodified (clean) opinion and good  
93 net position. He provided a summary of the audit highlights and touched on the District's  
94 future financial outlook, strategies and concerns.

95  
96 President Vella asked some questions about the District's assets and net position  
97 between the years 2009-2013. General Manager Rudock defined asset inclusions and  
98 confirmed the use of accounting actuals to generate the graphs provided.

99  
100 Director Schmidt commented on the pension analysis provided on page 20 of the  
101 financial statements report delivered by James Marta & Company, LLP. An open Board  
102 discussion followed and Mr. Marta concluded by directing staff and the Board to page 8

of the financial statements report where long-term liabilities are explained in greater detail.

**B. Review and Approve Request for Proposal for Executive Search Services to Assist with Recruitment for General Manager**

General Manager Rudock provided procurement details and District Counsel Sherman offered additional input with respect to the request for proposal for recruitment of a new General Manager.

Director Schmidt suggested that there may be value in going nationwide or even international with this request. An open Board discussion followed and District Counsel Sherman clarified that immigration issues and cost accrual considerations would need to be considered.

Board direction was given that staff table the item and place it on next month's agenda due to the absence of two Directors from tonight's meeting.

**9. MANAGER AND BOARD REPORTS**

**A. General Manager's Report**

General Manager Rudock reminded the Board about the ACWA JPIA Harassment Prevention Webinar on December 18, 2019 and the online training available to them to complete before the end of the year to fulfill their AB 1661 bi-annual requirement.

**1. Supplemented by Administrative Services Manager's Report**

Administrative Services Manager Pina gave a PARS OPEB and PRSP account summary update.

Director Schmidt asked why there was an increase in water consumption for the month of September 2019. General Manager Rudock responded that the summer months just passed, the weather has been warm, and there has been little to no precipitation. She further referenced Operation Manager Ramirez's water conservation data chart provided under his September Operations Report (page 100 of the Board packet) and explained that cumulative water savings percentages remain above 10% each month compared to 2013. Lastly we are entering the winter months when consumption typically decreases because of cooler temperatures and the rainy season.

**2. Supplemented by Operations Manager's Report**

Operations Manager Ramirez reported on the completion of the AMI program and staff's recent Capital Project 15-74 - Zone 2 water main under Malcolm Avenue replacement achievement; Notre Dame water main repair on a water main to be abandoned with the current capital project under construction; tomorrow's student field trip; water conservation and staff's attached 2019 third quarter report.

President Vella complimented staff on the Capital Project 15-74 - Zone 2 water main under Malcolm Avenue replacement effort.

**3. District Engineer's Report**

District Engineer Pakpour reported on current CIP construction project: he went over several project change orders; the request for progress payment number 2; the use of Pakpour Consulting Group as in-house inspection, while District staff were off on

vacation; and shared pictures of the construction along Notre Dame Avenue, Cliffside Court and Tahoe Drive Area.

**B. Financial Reports**

**1. Month Ended July 31, 2019**

**2. Month End August 31, 2019**

Administrative Services Manager Pina reported on FY19-20 revenues, expenditures and target YTD % of budget totals and General Manager Rudock commented on the capital improvements – work in progress (El Camino and Notre Dame) labor costs budget and accounting page of the financial report provided.

**C. Director Reports**

President Vella reported that he and the General Manager recently had lunch with three (3) prior Board Presidents in celebration of the District's 90<sup>th</sup> Anniversary.

Director Schmidt reported on highlights from the Board Finance Committee meeting held Thursday, October 10, 2019. An open Board discussion followed on minute requirements. District Counsel Sherman said she would confirm and respond back.

**10. COMMUNICATIONS**

General Manager Rudock advised that she may need designation to vote via proxy when she attends the upcoming fall 2019 ACWA JPIA conference. An open Board discussion followed on special instructions and directional requirements. She also reminded the Board about the upcoming CSDA meeting on Tuesday, October 29, 2019 at 7:00PM.

The Board convened to closed session at 8:37PM.

**11. CLOSED SESSION**

Public Employee Performance Evaluation and Associated Negotiations  
Government Code §§54957 and 54957.6  
Title: General Manager

**12. RECONVENE TO OPEN SESSION**

The Board reconvened to open session at 9:15PM. District Counsel advised that no reportable action had been taken.

**13. ADJOURNMENT**

The meeting was adjourned at 9:16PM.

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DISTRICT SECRETARY

APPROVED:

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BOARD PRESIDENT

# Accounts Payable

## Checks by Date - Summary by Check Date

User: candyp  
Printed: 11/14/2019 11:36 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
35288	AAARENT	AAA RENTALS	10/24/2019	1,210.00
35289	ACWA5661	ACWA JPIA	10/24/2019	42,540.30
35290	ATT60197	AT&T 60197	10/24/2019	42.82
35291	AUTOMAST	AUTO MASTERS	10/24/2019	3,520.84
35292	BAWSCA	BAY AREA WATER SUPPLY & CONSER	10/24/2019	646.95
35293	COMCAST	COMCAST	10/24/2019	616.14
35294	COMCASTB	COMCAST BUSINESS	10/24/2019	630.49
35295	FASTENAL	FASTENAL	10/24/2019	11.47
35296	GOTSAFE	GOTSAFETY	10/24/2019	555.00
35297	GRANITE	GRANITE ROCK, INC.	10/24/2019	1,634.65
35298	MATCOTLS	MATCO TOOLS	10/24/2019	685.79
35299	PENBLDG	PENINSULA BUILDING MATERIALS	10/24/2019	870.32
35300	PG&E	PG&E CFM/PPC DEPT	10/24/2019	6,957.40
35301	PINA	CANDY PINA	10/24/2019	100.00
35302	SFCHRON	SAN FRANCISCO CHRONICLE	10/24/2019	665.60
35303	SHIELDSH	SHIELDS HARPER	10/24/2019	8,188.00
35304	STANDINS	STANDARD INSURANCE COMPANY	10/24/2019	1,195.32
35305	STEVCRKQ	STEVENS CREEK QUARRY, INC.	10/24/2019	131.78
35306	VERIZON	VERIZON WIRELESS	10/24/2019	865.61
35307	ACWA5661	ACWA JPIA	10/24/2019	10,839.66
35308	ARTCOOK	ARTHUR COOK	10/24/2019	50.00
35309	KCUNNI	KEVIN CUNNINGHAM	10/24/2019	129.00
35310	UMANGDH.	UMANG DHAMIJA	10/24/2019	150.00
35311	RAMACHEF	MARK RAMACHER	10/24/2019	50.00
35312	FANNSAUN	E-FANN SAUNG	10/24/2019	150.00
35313	LEIGWANG	LEIGH WANG	10/24/2019	50.00
100531	HANSONBR	HANSON, BRIDGETT	10/24/2019	3,669.00
100532	PAKPOUR	PAKPOUR CONSULTING GROUP, INC	10/24/2019	1,000.00
100533	SCOTSMAN	WILLIAMS SCOTSMAN	10/24/2019	583.16
100534	SFPUCWAT	SFPUC WATER QUALITY	10/24/2019	2,830.00
100556	STOLOSKI	STOLOSKI & GONZALEZ, Inc.	10/24/2019	330,716.45
100557	VALICOOP	VALI COOPER & ASSOCIATES, INC.	10/24/2019	1,080.00
Total for 10/24/2019:				422,365.75
100527	CALPERS	CALPERS	10/25/2019	4,021.86
100528	ICMACONT	ICMA contributions	10/25/2019	1,449.62
100529	ADPPAYRL	adp	10/25/2019	16,380.28
100530	ADPPAYRL	adp	10/25/2019	6,734.01
100546	ACHRETN	ACH Returns	10/25/2019	2.00
100547	ACHRETN	ACH Returns	10/25/2019	65.79
Total for 10/25/2019:				28,653.56
35314	AAARENT	AAA RENTALS	10/30/2019	362.50
35315	ATT60197	AT&T 60197	10/30/2019	1,155.65
35316	BENNETT	BENNETT MARINE UTILITY, LLC.	10/30/2019	2,285.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
35317	CALCHAME	CALIFORNIA CHAMBER OF COMMER	10/30/2019	142.61
35318	CARQUEST	CARQUEST AUTO PARTS	10/30/2019	97.45
35319	CEDBAYAR	CED BAY AREA	10/30/2019	295.96
35320	CINTS	CINTAS CORPORATION	10/30/2019	556.14
35321	EDDCOGRP	EDCCO GROUP, INC	10/30/2019	700.00
35322	GRANITE	GRANITE ROCK, INC.	10/30/2019	172.29
35323	HASSETTH	HASSETT HARDWARE	10/30/2019	83.86
35324	MATCOTLS	MATCO TOOLS	10/30/2019	321.79
35325	MHN	MHN	10/30/2019	48.07
35326	OFFICEDE	OFFICE DEPOT, INC.	10/30/2019	91.95
35327	PG&E	PG&E CFM/PPC DEPT	10/30/2019	3,309.43
35328	RAVELLA	LAURA RAVELLA	10/30/2019	19.76
35329	RANDB	ROBERTS & BRUNE CO. INC.	10/30/2019	7,447.43
35330	STEPFORD	STEPFORD BUSINESS, INC.	10/30/2019	4,000.00
35333	HOMEDPC	HOME DEPOT	10/30/2019	251.84
100535	WFBUSCAR	WELLS FARGO -GM	10/30/2019	2,278.65
100536	WFBUSRR	WELLS FARGO-OM	10/30/2019	628.76
Total for 10/30/2019:				24,249.14
100548	SUPERIOR	SUPERIOR PRESS	10/31/2019	188.84
100550	CALPERS	CALPERS	10/31/2019	662.54
100551	CALPERS	CALPERS	10/31/2019	7,402.02
100552	HEALTHQ	Health Equity	10/31/2019	546.67
100553	ICMACONT	ICMA contributions	10/31/2019	649.64
100554	ADPPAYRL	adp	10/31/2019	33,336.15
100555	ADPPAYRL	adp	10/31/2019	14,592.75
Total for 10/31/2019:				57,378.61
100549	SFWATER	SAN FRANCISCO WATER DEPT	11/05/2019	547,425.50
Total for 11/5/2019:				547,425.50
35334	ACWA5661	ACWA JPIA	11/06/2019	44,655.98
35335	ATT60197	AT&T 60197	11/06/2019	42.66
35336	CARQUEST	CARQUEST AUTO PARTS	11/06/2019	115.29
35337	DFS	DOCUMENT FULFILLMENT SERVICES	11/06/2019	2,489.33
35338	GRANITE	GRANITE ROCK, INC.	11/06/2019	71.47
35339	INTRBATT	INTERSTATE BATTERY SYSTEM, INC.	11/06/2019	722.18
35340	KIMBALLM	KIMBALL MIDWEST, INC.	11/06/2019	366.31
35341	NATLMETR	NATIONAL METER & AUTOMATION	11/06/2019	1,014.91
35342	NORTHSAF	NORTHERN SAFETY CO. INC.	11/06/2019	42.73
35343	OREILLYA	OREILLY AUTO PARTS, INC.	11/06/2019	190.49
35344	PACOFFIC	PACIFIC OFFICE AUTOMATION	11/06/2019	144.33
35345	PENBLDG	PENINSULA BUILDING MATERIALS	11/06/2019	890.07
35346	PG&E	PG&E CFM/PPC DEPT	11/06/2019	14,551.25
35347	RMORGAN	RAY MORGAN COMPANY	11/06/2019	2,574.20
35348	RECOLOGY	RECOLOGY SAN MATEO	11/06/2019	674.88
35349	RANDB	ROBERTS & BRUNE CO. INC.	11/06/2019	2,847.73
35350	RUDOCK	TAMMY RUDOCK	11/06/2019	187.07
35351	SMDAILYJ	SAN MATEO DAILY JOURNAL	11/06/2019	3,760.40
35352	TMOBILE	T-MOBILE	11/06/2019	31.73
35353	VANGUARE	VANGUARD CLEANING SYSTEMS, INC	11/06/2019	385.00
100558	DAVIDSON	JOHN T. DAVIDSON OR DBA JRocket77	11/06/2019	4,286.15
100559	JAMESMAR	JAMES MARTA & COMPANY	11/06/2019	3,425.00



Check No	Vendor No	Vendor Name	Check Date	Check Amount
100560	LIFTOFFD	LIFTOFF DIGITAL	11/06/2019	1,472.50
Total for 11/6/2019:				84,941.66
Report Total (89 checks):				1,165,014.22



## ***AGENDA ITEM NO. 8.A.***

DATE: November 19, 2019  
TO: Board of Directors  
FROM: Tammy Rudock, General Manager

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**SUBJECT: INTRODUCE AND CONSIDER RESIDENTIAL WATER SERVICE TERMINATION POLICY FOR ADOPTION BY FEBRUARY 1, 2020, IN COMPLIANCE WITH SENATE BILL 998**

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### **RECOMMENDATION**

Review Senate Bill 998 (SB 998) requirements and proposed Residential Water Service Termination policy.

### **FISCAL IMPACT**

Professional services of District Counsel (estimated at \$3,000) to draft the policy and review the tentative resolution. And there will be noticing requirements and interpreter costs for the required languages.

SB 998 established a limit for the reconnection of service fee during normal business hours at \$50 not to exceed the actual cost of reconnection. MPWD's current cost for reconnection during normal operating hours is \$-0-.

SB 998 also established a limit for the reconnection of residential service outside of normal operating hours at \$150 not to exceed the actual cost of reconnection. MPWD's current cost for reconnection outside of normal operating hours is \$100.

Since the MPWD does not charge for reconnection during business hours and the MPWD's reconnection fee after business hours is less than the SB 998 limit, there should be little to no impact on potential revenues for Miscellaneous Fees related to reconnection services.

### **BACKGROUND**

In September 2018, SB 998 was approved by the Governor of California and filed with the Secretary of State. It is known as the Water Shutoff Protection Act. All urban and community water systems regulated by the State Water Resources Control Board or the Public Utilities Commission shall comply with the Act by February 1, 2020.

SB 998 is an extension of existing law, the California Safe Drinking Water Act, which requires the State Water Resources Control Board to administer provisions relating to the regulations of drinking water to protect public health. SB 998 prohibits water systems from discontinuing residential water service for nonpayment until a payment by a customer has been delinquent for at least sixty (60) days. Existing law and SB 998 require water systems to contact the customer of record as well as visit the residence to make a reasonable and good faith effort to contact an adult person living at the service address.

## **DISCUSSION**

SB 998 requirements include:

- Water service cannot be terminated until account is 60 days' past due.
- A final notice of intent to disconnect must be posted in a prominent location at the service address five (5) business days prior to shutoff.
- Written policy on discontinuation of service for nonpayment available on the website.
- Policy must be available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by 10% of the service area.
- Policy must contain:
  - Plan for deferred or reduced payments;
  - Alternative payment schedules; and
  - Formal mechanism to contest and appeal bill.

District Counsel prepared the attached DRAFT policy in compliance with SB 998 for the Board's review and consideration.

The good news is that as a result of last year's discussions during update of the Miscellaneous Fee Schedule about the MPWD's billing schedule, we are already in compliance with the 60-day requirement. Additional work will be placed on staff with regard to the administering the details.

Attachments:     DRAFT Residential Water Service Termination Policy  
                         Timelines for Termination of Residential Service

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BOARD ACTION: APPROVED:\_\_\_\_\_ DENIED:\_\_\_\_\_ POSTPONED:\_\_\_\_\_ STAFF DIRECTION:\_\_\_\_\_

UNANIMOUS\_\_\_\_\_ VELLA\_\_\_\_\_ ZUCCA\_\_\_\_\_ WARDEN\_\_\_\_\_ SCHMIDT\_\_\_\_\_ WHEELER\_\_\_\_\_

## **RESIDENTIAL WATER SERVICE TERMINATION POLICY**

### **I. Background**

This policy is adopted to satisfy the Mid-Peninsula Water District's (AGENCY) obligations under California Government Code Section 60370 *et seq.*, California Public Utilities Code Section 10001 *et seq.* and Health and Safety Code Section 116900 *et seq.*, which govern the termination of certain utility service. Health and Safety Code Section 116900 *et seq.*, the Water Shutoff Protection Act enacted by SB 998, requires urban water suppliers and urban and community water systems, such as the AGENCY, to adopt a written policy regarding the discontinuation of residential service due to non-payment.

This policy will be available and posted on the AGENCY's website in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language that is spoken by at least 10% of the residents in the service area.

### **II. Payment for Residential Water Service**

Every person receiving water service from AGENCY is required to pay for such service within thirty (30) calendar days of mailing of the statement or billing. Except as prohibited by statute, the AGENCY will have the right to discontinue water service for the failure to make complete and timely payment. The AGENCY will not discontinue residential service for nonpayment until the subject account has been delinquent for at least sixty (60) calendar days.

### **III. Contesting a Charge**

If a customer believes he or she was overcharged for residential water service or charged for residential water service not rendered, the customer may contest the amount due by notifying the AGENCY in writing within seven (7) calendar days after receiving the statement or billing at 3 Dairy Lane in Belmont, California. The AGENCY will evaluate the information provided by the customer and investigate the matter. The General Manager shall make a decision based upon all the information and shall have the authority to adjust the amount due in a fair and equitable manner, if appropriate.

If the customer disagrees with the decision, the customer may, within seven (7) calendar days from the General Manager's decision, appeal the decision, in writing, to the Board of Directors. The Board of Directors will review the record and make a determination at its next regular Board of Directors' meeting. The decision of the Board of Directors will be final.

### **IV. Notice of Residential Service Termination**

The AGENCY will provide customers and/or actual users with notice of a delinquent payment and the impending service termination, as required by law.

### **V. Averting Residential Service Termination**

Customers and/or actual users of the water service may contact an AGENCY representative at 650-591-8941 or in person at 3 Dairy Lane in Belmont, California, Monday through Friday

from 8:00AM to 4:30PM (except legal holidays) to discuss options for averting termination of residential service for nonpayment.

Within **thirteen (13) calendar days** of receiving a notice of termination or any time prior to receiving such notice, a customer may request that the AGENCY approve an alternative payment option to avert termination, including a deferred or reduced payment plan, an alternative payment schedule, or an agreement to amortize the delinquent amounts. At the time of such request, the customer will provide the AGENCY with documentation evidencing that the bill is beyond the means of the customer to pay in full during the normal period for payment.

Generally, the AGENCY may grant any such request in its sole discretion, but it will grant such a request, and will not terminate residential water service, if all of the following conditions are met:

1. The customer, or a tenant of the customer, submits to the AGENCY a certification of a primary care provider (as defined in Welfare and Institutions Code section 14088(b)(1)(A)) that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided; AND
2. The customer demonstrates that he or she is financially unable to pay for residential water service within the AGENCY's normal billing cycle by satisfying one of the following:
  - a. A member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, *or*
  - b. The customer declares that his or her annual household income is less than 200 percent of the federal poverty level; AND
3. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with this Policy.

Upon such a showing or in its sole discretion, as applicable, the AGENCY will offer the customer one or more of the following options:

1. Amortization of the remaining balance.
2. An alternative payment schedule.
3. A partial or full reduction of the unpaid balance.
4. Temporary deferral of payment.

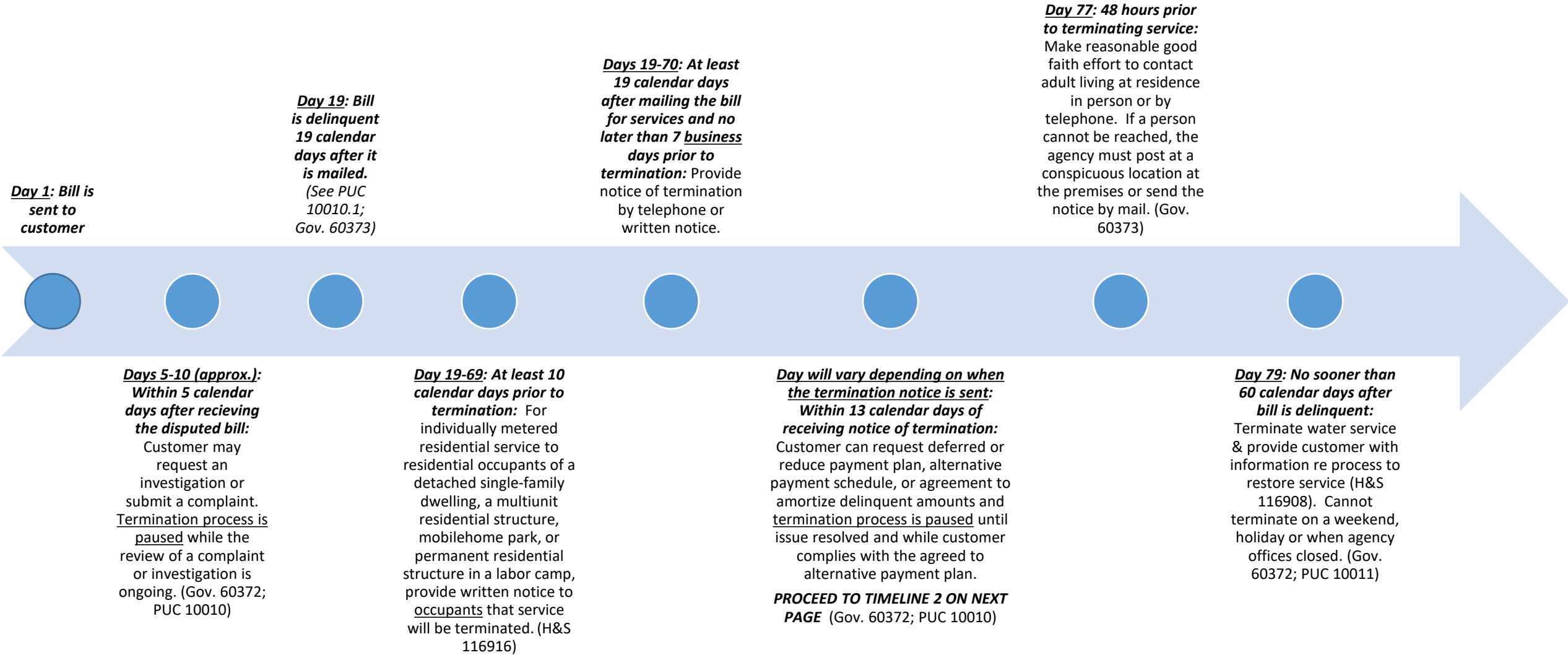
The AGENCY may choose which payment option the customer undertakes and may set the parameters of that payment option, in the AGENCY's sole discretion. Any selected repayment option should result in full repayment of the outstanding balance within 12 months, but the AGENCY may grant a longer term if it would be necessary to avoid undue

hardship based on the customer's particular circumstances.

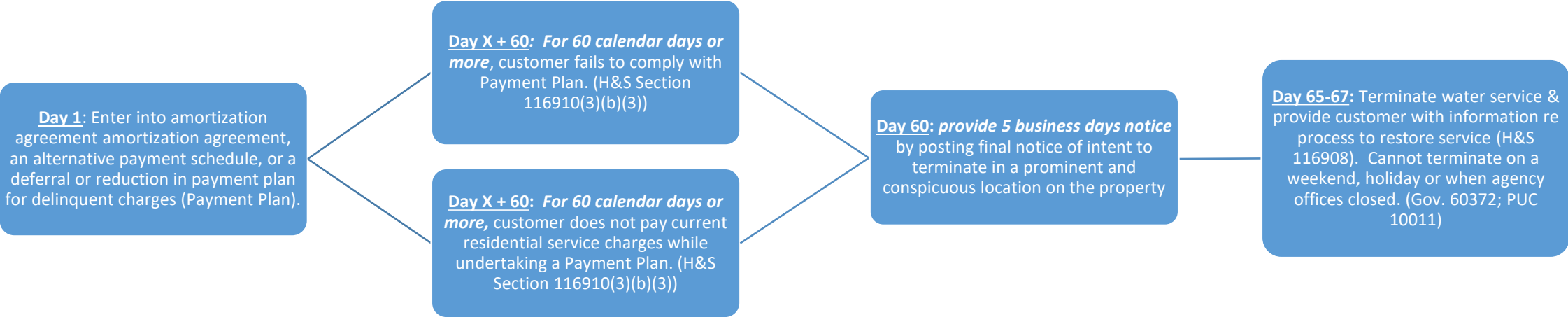
DRAFT

**Timeline 1: Termination for Residential Water Service**

“Residential service” means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing. In this sample timeline, we are assuming the bill becomes delinquent 19 days after it is mailed, which is the earliest the bill can become delinquent under the law. *Days are approximate and will vary slightly.*



**Timeline 2: Termination of Residential Water Services for Customers Using Amortization Agreement / Alternative Payment Schedule / Deferral or Reduction in Payment Plan**







***AGENDA ITEM NO. 8.B.***

DATE: November 19, 2019  
TO: Board of Directors  
FROM: Tammy Rudock, General Manager

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**SUBJECT: REVIEW AND APPROVE REQUEST FOR PROPOSAL FOR EXECUTIVE SEARCH SERVICES TO ASSIST WITH RECRUITMENT FOR GENERAL MANAGER**

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**RECOMMENDATION**

Approve Request for Proposal (RFP) for executive search services.

**FISCAL IMPACT**

None, other than professional services of District Counsel (estimated at less than \$2,500).

**DISCUSSION**

Staff and District Counsel prepared the attached DRAFT RFP for executive search services for the GM recruitment for review and discussion with the Board. A template form agreement is also attached.

Attachment: RFP for Executive Search Services to Assist with Recruitment for General Manager

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BOARD ACTION: APPROVED:\_\_\_\_ DENIED:\_\_\_\_ POSTPONED:\_\_\_\_ STAFF DIRECTION:\_\_\_\_  
UNANIMOUS\_\_\_\_ VELLA\_\_\_\_ ZUCCA\_\_\_\_ WARDEN\_\_\_\_ SCHMIDT\_\_\_\_ WHEELER\_\_\_\_



Mid-Peninsula Water District  
3 Dairy Lane  
Belmont, CA 94002  
(650) 591-8941

## **REQUEST FOR PROPOSAL (RFP) FOR EXECUTIVE SEARCH SERVICES TO ASSIST WITH RECRUITMENT FOR GENERAL MANAGER**

The Board of Directors for the Mid-Peninsula Water District (MPWD) is embarking upon a recruitment process for a new General Manager (as a result of the retirement of its existing General Manager next year on August 1, 2020). The MPWD is inviting experienced consulting firms to submit proposals to assist them with this recruitment on behalf of the MPWD. The scope of services, in general, will consist of:

1. Development of recruitment materials for the position of General Manager;
2. Outreach on a nation-wide basis to the public and private sector for qualified candidates;
3. Background investigation and preliminary screening of applicants based upon criteria to be developed in consultation with the MPWD Board of Directors;
4. Periodic meetings and progress reports to the MPWD Board of Directors; and
5. Assistance to the MPWD and Board of Directors as required during the interview and evaluation process.

A six (6)-month period to complete the recruitment process is anticipated.

To assist in the development of responsive proposals, information concerning the MPWD's operations can be found here: <https://www.midpeninsulawater.org/about>

The General Manager's position description was updated in 2018 and is contained within the MPWD's Compensation Plan (pages 22-25): [https://storage.googleapis.com/midpeninsulawater-org/uploads/MPWD\\_CompensationPlan\\_092718.pdf](https://storage.googleapis.com/midpeninsulawater-org/uploads/MPWD_CompensationPlan_092718.pdf)

The MPWD website at [www.midpeninsulawater.org](http://www.midpeninsulawater.org) has other information related to the organization and the General Manager's employment agreement and salary schedule, and the Organization/Meet the Staff and Organization/Human Resources tabs.

Consultants shall bear all costs associated with the proposal process.

**Six (6) hard copies and one (1) electronic copy on a USB drive of the proposal should be submitted to:**

**Mid-Peninsula Water District  
Attention: General Manager**

3 Dairy Lane  
Belmont, CA 94002

by 12:00PM (Pacific Time) on Monday, December 16, 2019, clearly marked on the outside *“Proposal – Executive Search Services for GM”*.

All questions should be transmitted in writing to the MPWD General Manager, Tammy Rudock, at [tammyr@midpeninsulawater.org](mailto:tammyr@midpeninsulawater.org).

#### RFP SCHEDULE

Request for Proposal Issued.....	November 26, 2019
Deadline for Submitting RFP Questions.....	By 12:00PM on December 6, 2019
Deadline for MPWD’s Response to RFP Questions.....	By 4:00PM on December 10, 2019
Due Date for Proposals to MPWD.....	By 12:00PM on December 16, 2019

#### A. SCOPE OF SERVICES

The scope of services, in general, will consist of:

- Development of recruitment and selection materials for the position of GM, including refinement of the candidate profile for the position;
- Outreach on a nationwide basis to the public and private sector for qualified candidates;
- Background investigation and preliminary screening of applicants based upon criteria to be developed in consultation with MPWD, the MPWD Board of Directors, and any MPWD Board committee;
- Periodic meetings and progress reports to the and any MPWD Board committee and the full Board of Directors; and
- Assistance to and any MPWD Board committee and Board of Directors as required during the interview, evaluation and selection process.

Proposers may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.

#### B. INSURANCE REQUIREMENTS

Proposers are directed to Section 12 of the Sample Professional Services Agreement.

#### C. PROPOSAL CONTENT AND GENERAL REQUIREMENTS

##### 1. Firm Profile and Description

Provide a description of your firm and your qualifications in the area of executive recruitment. Include firm name, address, telephone, years in business, type of organization (individual, partnership or corporation), location of firm's main office or main California office and a brief description of resources and numbers of individuals in the office providing executive recruitment services.

##### 2. Firm and Key Personnel Experience

- Briefly describe the firm's experience with recruiting for CEO/GM positions in both the public and private sectors.
- Provide a list of examples of successful recruitments, including recruitments for public agencies similar in complexity to MPWD. Examples should focus on the recruitment of individuals whose leadership duties closely correlate to those being sought by MPWD (refer to summary of General Manager's position description contained within the MPWD's Compensation Plan (pages 22-25): [https://storage.googleapis.com/midpeninsulawater-org/uploads/MPWD\\_CompensationPlan\\_092718.pdf](https://storage.googleapis.com/midpeninsulawater-org/uploads/MPWD_CompensationPlan_092718.pdf)).
- Provide the name and brief background of the firms' designated contact, engagement manager (if different), and names of other key team members who will be the primary service providers. Include only those persons who are actually expected to work on the engagement.
- Provide resumes for each participating team member.

### 3. Approach to Scope of Services

- Provide a proposed approach to this recruitment, including a description of the resources that will be dedicated to these services, recruiting database that will be used, and a work plan. Provide a proposed timeline for providing a preliminary list of viable candidates and interview dates for same.
- Note that the current GM will leave on August 1, 2020 and the new individual should be in place by that time.

### 4. References

Provide a list of three client references (including public agencies, if any), preferably individuals who have worked directly with the proposed primary contact(s). Indicate name and title of the individual, name of organization, email and phone number.

### 5. Fees

Propose a fee proposal for this engagement. To the extent hourly fees are proposed, please include an estimate of the total maximum fee as a not-to-exceed amount for the desired services.

Also please indicate what expenses your firm would bill in addition to the professional fees that support the not-to-exceed amount.

Finally, describe procedures and costs, if any, for assisting MPWD in the event the chosen candidate does not reach a one-year employment anniversary.

### 6. Additional Information.

Please indicate any other information that you feel would be helpful to MPWD in selecting a firm.

## D. EVALUATION AND AWARD PROCESS

Issuance of this RFP and receipt of proposals does not commit the MPWD to award a contract. The MPWD reserves the right to:

1. Revise the RFP Key Dates;
2. Accept or reject any or all proposals received in response to this RFP; accept the proposal it considers most favorable to MPWD's interest, and waive minor irregularities;
3. Negotiate with any of the firms that submitted a response to this RFP; or
4. Cancel all or part of this RFP, and re-issue a new RFP for the subject services.

## E. SELECTION CRITERIA

1. Qualifications and Experience of Firm and Key Personnel.
2. Approach to Scope of Services.
3. Fee for Services.

Proposers shall furnish MPWD such additional information as MPWD may reasonably require.

#### F. WITHDRAWAL OF PROPOSAL

Submission of a proposal shall constitute a firm offer to MPWD for ninety (90) days from the deadline for receipt of proposals. A Proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request for its withdrawal to the MPWD General Manager, Tammy Rudock, at tammyr@midpeninsulawater.org. A telephone request is not acceptable.

#### G. EVALUATION AND AWARD

Contract award, if made, will be made to the Proposer that submits the proposal considered most advantageous to MPWD based on the criteria set forth above. Proposers shall bear all costs incurred in the preparation of the Proposal and participation in the Proposal process.

#### H. AGREEMENT FOR PROFESSIONAL SERVICES

The firm selected by MPWD to provide the services outlined in this RFP will be required to execute an Agreement for Professional Services with MPWD. A sample of the general form of this Agreement is attached hereto as Exhibit A so that Proposers will have an opportunity to review the terms and conditions that will be included in the final contractual agreement. If a Proposer desires any additions, deletions or modifications to the form of Agreement, they must submit a request for such additions, deletions or modifications with the proposal. With the exception of any requests for such additions, deletions, and modifications, the Proposer will, by making a proposal, be deemed to have accepted the form of Agreement.

#### I. CONFIDENTIALITY OF PROPOSALS

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between MPWD and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that MPWD withhold from disclosure the proprietary or other confidential information by marking each page containing such information as confidential. The Proposer may not designate its entire proposal or bid as confidential. Additionally, Proposer may not designate its cost proposal or any required bid forms or certifications as confidential.

If Proposer requests that MPWD withhold from disclosure information identified as confidential, and MPWD complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless MPWD from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue or maintain any legal action against MPWD or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If Proposer does not request that MPWD withhold from disclosure information identified as confidential, MPWD shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to MPWD.

J. CONFLICT OF INTEREST

Proposer represents and warrants that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. Proposer shall promptly disclose any actual or potential conflict of interest to MPWD as soon as Proposer becomes aware of such conflict. Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, Proposer may be required to publicly disclose financial interests under MPWD's Conflict of Interest Code. Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by MPWD upon receipt. No member, officer or employee of MPWD or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the MID-PENINSULA WATER DISTRICT ("DISTRICT") and \_\_\_\_\_ ("CONSULTANT").

WHEREAS, the DISTRICT desires to obtain professional executive recruitment services and has issued a Request for Proposals dated \_\_\_\_\_, 2019, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated \_\_\_\_\_, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. The CONSULTANT agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES. The scope of the CONSULTANT's Services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B except when inconsistent with Exhibit A.

3. TERM. The term of this Agreement shall commence upon the effective date of the Agreement and shall terminate on successful completion of the Scope of Service, unless terminated sooner pursuant to Section 13 of this Agreement.

4. COMPENSATION. The CONSULTANT agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of \_\_\_\_\_ (\$\_\_\_\_\_), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT.

5. MANNER OF PAYMENT. CONSULTANT shall submit monthly invoices, detailing the services performed during the billing period, the personnel performing these services and their applicable hourly rate of compensation, which shall conform to the rates specified in the compensation schedule set forth in Exhibit B. DISTRICT shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to: Mid-Peninsula Water District  
3 Dairy Lane  
P.O. Box 129



Belmont, CA 94002  
Attn: General Manager

6. CONSULTANT'S KEY PERSONNEL. It is understood and agreed by the parties that at all times during the term of this Agreement that \_\_\_\_\_ shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.

7. DISTRICT REPRESENTATIVE. Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as he shall designate in writing from time to time, shall represent and act for the DISTRICT.

8. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the DISTRICT. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.

9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by CONSULTANT shall be and are the property of the DISTRICT. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any property of the DISTRICT in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any property of the DISTRICT is lost, damaged or destroyed before final delivery to the DISTRICT, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES. The DISTRICT may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the DISTRICT prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION. CONSULTANT shall indemnify, keep and save harmless the DISTRICT, and the DISTRICT members, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by an act or omission of the CONSULTANT or its employees, subcontractors or agents. CONSULTANT further agrees to defend any and all

such actions, suits or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment be rendered against the DISTRICT or any of the other individuals enumerated above in any such action, CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of this Agreement.

## 12. INSURANCE.

A. Workers' Compensation. If CONSULTANT employs any person to perform work in connection with this Agreement, CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to the DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT. Such insurance shall also contain a waiver of subrogation in favor of the Mid Peninsula Water District and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the DISTRICT for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the DISTRICT's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the DISTRICT, and its Directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the DISTRICT.

Inclusion of the DISTRICT as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and the DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the Mid Peninsula Water District and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, CONSULTANT shall deliver to the DISTRICT a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

C. Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish to the DISTRICT a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the DISTRICT. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the DISTRICT seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

13. TERMINATION. The DISTRICT shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, the DISTRICT shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT's General Manager and the CONSULTANT's \_\_\_\_\_.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT: Mid-Peninsula Water District  
3 Dairy Lane  
Belmont, California 94002  
ATTENTION: General Manager

If to the CONSULTANT: \_\_\_\_\_

ATTENTION: \_\_\_\_\_

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. MISCELLANEOUS

A. Records. During the term of this Agreement, CONSULTANT shall permit representatives of the DISTRICT to have access to, examine and make copies, at the DISTRICT's expense, of its books, records and documents relating to this Agreement at all reasonable times.

B. District Warranties. The DISTRICT makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Release of Information. CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the DISTRICT's General Manager.

D. Use of Subcontractors. CONSULTANT shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

E. No Assignment. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the District.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement: Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

MID-PENINSULA WATER DISTRICT \_\_\_\_\_ \*

By: \_\_\_\_\_  
President of the Board

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

Attest: \_\_\_\_\_  
Secretary for the DISTRICT

Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Attorney for the DISTRICT

Title: \_\_\_\_\_

\* If the CONSULTANT is a Corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONSULTANT will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.



***AGENDA ITEM NO. 8.C.***

DATE: November 19, 2019

TO: Board of Directors

FROM: Tammy Rudock, General Manager  
Candy Pina, Administrative Services Manager

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**SUBJECT: CONSIDER AND CONFIRM MPWD 2020 REGULAR BOARD MEETING SCHEDULE**

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**RECOMMENDATION**

Consider and confirm the MPWD 2020 Regular Board Meeting schedule.

**FISCAL IMPACT**

None.

**DISCUSSION**

Attached is the proposed schedule for MPWD 2020 regular Board Meetings. Except for November and December, all meetings are scheduled for the 4<sup>th</sup> Thursday of each month.

November 18, 2020 (3<sup>rd</sup> Wednesday) is proposed in lieu of the 4<sup>th</sup> Thursday, which is Thanksgiving, and to work around BAWSCA's November regular 3<sup>rd</sup> Thursday of the month meeting.

Staff is recommending December 17, 2020 (3<sup>rd</sup> Thursday) in order to work around the Christmas holidays.

Attachments: Proposed 2020 MPWD Regular Board Meeting Schedule

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BOARD ACTION: APPROVED:\_\_\_\_ DENIED:\_\_\_\_ POSTPONED:\_\_\_\_ STAFF DIRECTION:\_\_\_\_

UNANIMOUS\_\_\_\_ VELLA\_\_\_\_ ZUCCA\_\_\_\_ WARDEN\_\_\_\_ SCHMIDT\_\_\_\_ WHEELER\_\_\_\_



## **PROPOSED SCHEDULE**

### **2020 REGULAR BOARD MEETINGS**

JANUARY 23, 2020

FEBRUARY 27, 2020

MARCH 26, 2020

APRIL 23, 2020

MAY 28, 2020

JUNE 25, 2020

JULY 23, 2020

AUGUST 27, 2020

SEPTEMBER 24, 2020

OCTOBER 22, 2020

NOVEMBER 18, 2020 (3<sup>rd</sup> Wednesday)

DECEMBER 17, 2020 (3<sup>rd</sup> Thursday)

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Location: 3 Dairy Lane, Belmont, CA 94002  
Time: 6:30PM



***AGENDA ITEM NO. 8.D.***

DATE: November 19, 2019  
TO: Board of Directors  
FROM: Tammy Rudock, General Manager

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**SUBJECT: SCHEDULE SPECIAL MEETING IN JANUARY 2020 FOR REVIEW OF  
MPWD 2019-2020 STRATEGIC PLAN**

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**RECOMMENDATION**

Schedule Special Meeting in January 2020.

**FISCAL IMPACT**

None.

**BACKGROUND**

The MPWD 2019-2020 Strategic Plan was approved by the Board on February 28, 2019. A progress report was presented to the Board on September 26, 2019.

**DISCUSSION**

The Board requested a Special Meeting in January 2020 for a progress report and review of the plan. In the coming year, the MPWD regular Board meeting is tentatively scheduled for Thursday, January 23, 2020. Staff is available on:

- Tuesday, January 14, 2020;
- Wednesday, January 15, 2020; or
- Thursday, January 16, 2020.

A meeting facilitator was not requested so we will not be coordinating with one.

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BOARD ACTION: APPROVED:\_\_\_\_\_ DENIED:\_\_\_\_\_ POSTPONED:\_\_\_\_\_ STAFF DIRECTION:\_\_\_\_\_

UNANIMOUS\_\_\_\_\_ VELLA\_\_\_\_\_ ZUCCA\_\_\_\_\_ WARDEN\_\_\_\_\_ SCHMIDT\_\_\_\_\_ WHEELER\_\_\_\_\_





TO: Board of Directors

FROM: Tammy A. Rudock  
General Manager

DATE: November 19, 2019

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## MANAGER'S REPORT

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### **FOLLOW-UP FROM 10/24/19 REGULAR BOARD MEETING**

- Posted the Financial Audit Report for Fiscal Year Ended June 30, 2019 on the website, and transmitted to state regulatory and local governmental agencies, and COP trustee bank and rating agency S&P; and
- The deadline for response submittals to the RFP for Real Estate Marketing and Brokerage Services for Surplus Real Property located at 1513-1515 Folger Drive in Belmont, CA, was 12:00PM on Thursday, December 14<sup>th</sup> (which preceded the publication of this report). They will be distributed to the Board and District Counsel in advance of the December 19<sup>th</sup> regular Board meeting to allow time for review.

### **REMINDERS:**

- *The Water Conservation Summary has moved to the Operations Manager's monthly report and will be maintained by him.*
- *The Public Service Ethics Education (AB 1234) section has moved to the Administrative Services Manager's monthly report and will be maintained by her.*
- *Required bi-annual AB 1825 Harassment Prevention training by January 1, 2020 expanded for all employees (SB 1343) and for elected officials (AB 1661). Information was transmitted about registering for live ACWA JPIA webinar in December or online study, both options at NO COST to the MPWD.*

### **3-MONTH "LOOK AHEAD" FOR BOARD MEETINGS**

#### **3<sup>rd</sup> THURSDAY – DECEMBER 19, 2019**

- Election of officers (followed by reception).
- Receive annual PARS OPEB trust account performance review and confirm investment strategy.
- Consider proposals received in response to MPWD's RFP for Real Estate Marketing and Brokerage Services to sell surplus real property located at 1513-1515 Folger Drive in Belmont, CA.
- Consider/Approve Residential Water Service Termination Policy in compliance with Senate Bill 998, effective February 1, 2020.
- Consider proposals received in response to MPWD's RFP for Executive Search Services to Assist with Recruitment for General Manager.
- Receive BAWSCA report (carry over from November).
- Complete General Manager performance evaluation.

**JANUARY 2020 - TBD**

- MPWD 2019-2020 Strategic Plan Review – Special Board Meeting.

**JANUARY 23, 2020**

- Annual water awareness calendar presentations.
- Receive 2016 COP CIP debt financing quarterly reports (through December 31, 2019).
- Approve Residential Water Service Termination Policy in compliance with Senate Bill 998, effective February 1, 2020.
- Receive BAWSCA report.
- Required Statement of Facts, Roster of Public Agencies Filing, to be completed and transmitted to the Secretary of State and County of San Mateo regarding verification of the governing body and its members and officers (CA Government Code § 53051).
- Closed Session: General Manager appointment.

**February 27, 2020**

- Consider and approve any revisions to MPWD 2019-2021 Strategic Plan.
- Receive mid-year review of current fiscal year Operating and Capital Budgets and consider/approve Amended Budgets (as needed).

**BOARD FINANCE COMMITTEE MEETING – TENTATIVE SCHEDULE**

**January 2020**

- COP CIP funding gap proposal;
- Mid-Year budget review for FY 2019/2020; and
- Water rate study and financial plan update for 2020 Proposition 218 5-year rate plan.

**February 2020**

- Revenue requirements for FY 2020/2021 Operating and Capital Budgets.

**March/April 2020**

- FY 2020/2021 Operating and Capital Budget review; and
- PARS Section 115 combined trust management plan [OPEB—Other Post-Employment Benefits and PRSP—Pension Rate Stabilization Program].

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**UPCOMING MEETINGS/EVENTS**

HIA Meeting (Belmont): December 5, 2019

BAWSCA Water Management Meeting (Foster City): December 12, 2019

ACWA JPIA Fall Conference & Exhibition (San Diego): December 2-6, 2019

ACWA JPIA 2020 Spring Conference & Exhibition (Monterey): May 4-8, 2020



TO: Board of Directors

FROM: Candy Pina

DATE: November 19, 2019

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**ADMINISTRATIVE SERVICES MANAGER'S REPORT**

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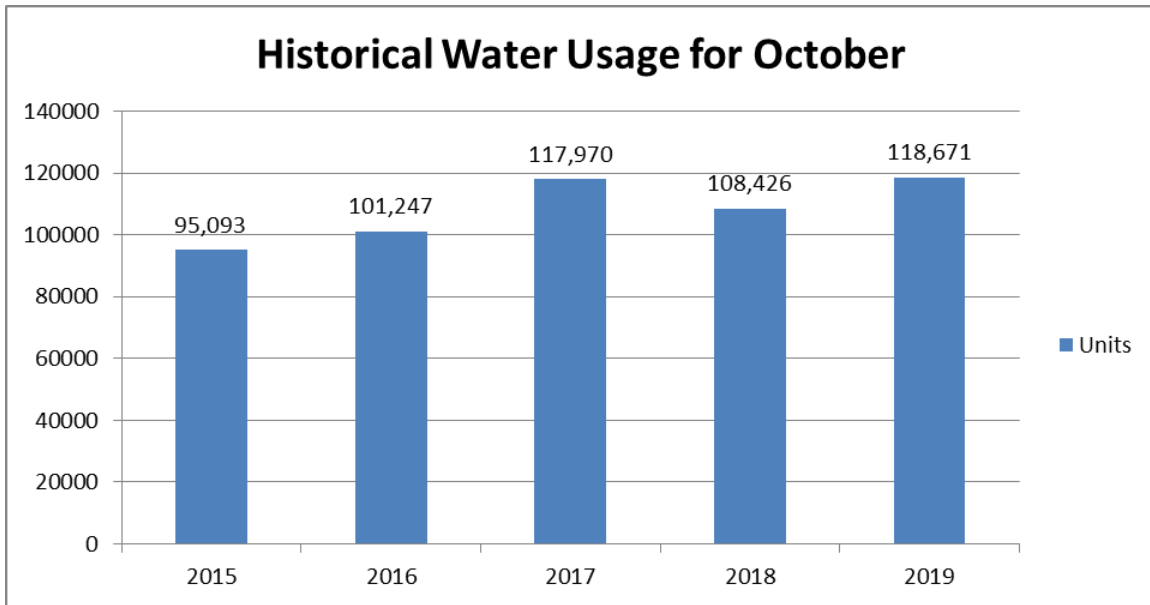
**FINANCIAL REPORTING:**

**Schedule of Cash and Investments:**

<b>SCHEDULE OF CASH AND INVESTMENTS</b>		
<b>CASH ACCOUNT</b>	<b>BALANCE 10/31/2019</b>	<b>BALANCE @11/13/19</b>
PETTY CASH	\$400	\$400
CASH DRAWER	\$200	\$200
WELLS FARGO CHECKING	\$240,855	\$235,078
LAIF	\$5,473,331	\$5,023,331
BNY INSTALLMENT ACCOUNT	\$792,998	\$792,998
<b>TOTAL</b>	<b>\$6,507,785</b>	<b>\$6,052,008</b>

**Water Revenue Report:**

<b>WATER REVENUES for FISCAL YEAR 2019/2020</b>					
<b>Month</b>	<b>Total Units</b>	<b>Water Commodity Charges</b>	<b>Fixed System Charges</b>	<b>Total Water Revenues</b>	<b>Misc Rev</b>
JUL	121,093	1,069,535	243,845	1,313,380	1,357
AUG	131,410	1,184,349	262,218	1,446,567	1,364
SEP	132,893	1,209,744	264,656	1,474,400	1,367
OCT	118,671	1,075,887	261,819	1,337,706	1,372
<b>TOTAL</b>	<b>504,067</b>	<b>4,539,515</b>	<b>1,032,538</b>	<b>5,572,053</b>	<b>5,460</b>



#### **MISC FEE REVENUES UPDATE:**

From 01/01/19 – 10/31/19, MPWD was charged \$123,910 in credit card fees, recovering about 35% of the credit card costs. Total miscellaneous fees collected since January 2019 were \$135,791.

MISCELLANEOUS FEE REVENUES COLLECTED - 2019							CREDIT CARD EXP	
Month	Credit Card Fees	Late Fees	48-Hour Notice Fees	Shut Off Fees	After Hour Fees	Total Fees	Credit Card (CC) Expenses	% CC Recovery
JAN	6,576	-	-	-	-	6,576	9,041	73%
FEB	5,427	-	-	-	-	5,427	11,961	45%
MAR	5,960	7,140	8,270	2,250	300	23,920	15,546	38%
APR	5,090	3,410	3,170	260	-	11,930	12,638	40%
MAY	3,869	5,150	6,650	1,050	600	17,319	11,460	34%
JUN	3,175	4,200	3,590	975	600	12,540	14,764	22%
JUL	4,242	12,407	8,430	825	500	26,404	12,923	33%
AUG	3,723	(430)	5,375	1,575	300	10,543	10,184	37%
SEP	6,429	3,940	775	75	100	11,319	15,525	41%
OCT	3,432	3,990	2,390	-	-	9,812	9,868	35%
<b>TOTAL</b>	<b>47,923</b>	<b>39,807</b>	<b>38,650</b>	<b>7,010</b>	<b>2,400</b>	<b>135,791</b>	<b>123,910</b>	<b>39%</b>

#### **CONFERENCES, TRAINING, & MEETINGS:**

- 1) Misty Malczon: 10/29/19 - Phone conference with Pacific Office Automation and Mitel regarding new phone system to be possible integrated with Springbrook
- 2) Misty Malczon: 10/29/19 – Phone conference with Springbrook regarding their policies and how to establish IVR

- 3) Misty Malczon: 11/01/19 – Webinar regarding “Transitioning from Peer to Supervisor”
- 4) All Staff: 11/06/19 – Annual GM Luncheon & White Elephant Gift Exchange
- 5) Misty Malczon: 11/08/19 – Phone conference with Sensus regarding upgrade to the new RNI platform
- 6) All Staff: 11/14/19 – Lunch & Learn – Personnel Manual Review, Harassment Policy Overview, 2019/2020 Strategic Plan, 2019/2020 Budget Overview
- 7) Jeanette Kalabolas, Misty Malczon, Ron Okada, Laura Ravella, Candy Pina: 11/14/19 – Office Design Meeting with Sheila Mozayeny
- 8) Candy Pina: 11/15/19 – Leadership Coaching with Julie Brown
- 9) Jeanette Kalabolas/Misty Malczon: 11/20/19 – AMI Workshop planning meeting

### **PUBLIC SERVICE ETHICS EDUCATION (AB 1234)**

Everyone is current with their Ethics training. The due dates (in alphabetical order) for certification renewal of Public Service Ethics education, required every two (2) years by AB 1234:

• Jeff Ira	November 23, 2020
• Joubin Pakpour	November 19, 2020
• Candy Pina	December 13, 2020
• Rene Ramirez	December 7, 2020
• Tammy Rudock	November 29, 2020
• Brian Schmidt	March 18, 2021
• Julie Sherman	February 8, 2021
• Louis Vella	December 4, 2020
• Dave Warden	January 26, 2021
• Kirk Wheeler	January 3, 2021
• Matt Zucca	March 29, 2021

For compliance, training should be completed on or before the due date, and the certificate turned in to the MPWD.

Here is the link to the FPPC free online ethics training:

<http://localethics.fppc.ca.gov/login.aspx>

*\*By 12/31/19: Required bi-annual AB 1825 Harassment Prevention training by January 1, 2020 expanded for all employees (SB 1343) and for elected officials (AB 1661) will be scheduled. The date was recently extended to January 1, 2021 for some employees.*

### **TEAM BUILDING ACTIVITIES**

Every year at this time, our General Manager puts on the GM Luncheon which is at her expense. We also have a fun “White Elephant” gift exchange.

We continue celebrate birthdays.



TO: Board of Directors

FROM: Rene A. Ramirez, Operations Manager

DATE: November 19, 2019

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## OPERATIONS REPORT – October

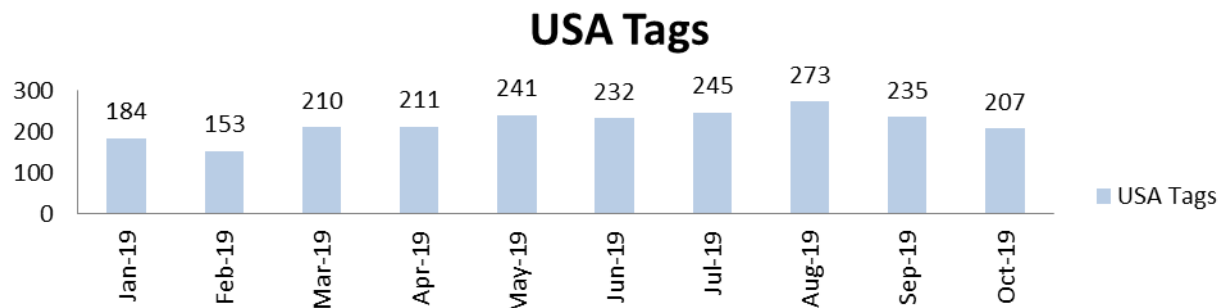
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### **Projects:**

- Spent 14 work days during October and one more in November completing installation of 500 feet of new Zone 2 water main under Malcolm Avenue, capital project 15-74. In total, it took staff 23 days to complete all work to install new main, pressure test it, sanitize it, and place into service. The only work left to complete is final trench repair, which involves asphalt concrete and a slurry layer over the street. Staff is obtaining cost estimates for this part of the work;
- Dismantled and recycled the last water meters replaced with AMI units. The lot totals to slightly more than 16,000 pounds of brass, from the water meters, and stainless steel from the register housings. The resulting recycling generated \$25,884 in miscellaneous revenue for the District;
- District capital project contractor, Stoloski and Gonzalez, is making good progress on the current capital project under construction (see District Engineer's report)
- Met with District Engineer's office to begin process to update District's capital plan; and
- Met with consultant to go over the 60% draft of the emergency response plan.

### **Maintenance:**

- Responded to and completed 207 USA (underground service alerts) requests in October.



- Made a repair to the service leaking at 1608 Francis Avenue;
- Collected a requisite 55 water samples in September for bacteriological testing – all samples were absent of any coliform bacteria contamination;
- Continue to routinely monitor water system dead-ends continued for disinfectant residual; and
- Monitored for signs of nitrification within our tanks, sample stations and dead ends continues as a part of regular water quality monitoring.

#### **System Repairs:**

<b>Date</b>	<b>Location</b>	<b>Event</b>	<b>Material</b>	<b>Installation Date</b>	<b>Estimated Water Loss (Gals.)</b>
<b>10/26/19</b>	<b>1608 Francis</b>	<b>Service Leak</b>	<b>DIP</b>	<b>2019</b>	<b>Unknown</b>

#### **Development:**

Staff is currently working with developers on 49 development projects:

##### **Mixed Use Commercial/Multi-Family Residential:**

- o 576-600 El Camino Real – 36 meters installed inside the building at a manifold. Project complete;
- o 1325 Old County Rd. – Disconnected all metered and non-metered (fire service) connections to the parcels involved, with the exception of a single 5/8-inch service at 1304 Elmer St.;
- o 800 Belmont Ave. – Currently reviewing plans;
- o 815 Old County Rd. – Currently reviewing plans;
- o 1300 El Camino Real - Currently reviewing plans, letter of intent and schedule for apt building provided;
- o 803 Belmont Ave -815 Old County Rd. – currently reviewing plans; and
- o 900 El Camino Real – Letter of intent provided.

##### **Commercial:**

- o City of Belmont Island Park - Plans through staff approval process;
- o Belmont Ave Parcel APNs – (2) awaiting plans;
- o 1500 Ralston Ave. – Plans through staff approval process;
- o 1400 Alameda de las Pulgas – Plans through staff approval process;
- o 1306-1308 Old County Rd. – Submittals approved;
- o 300 Industrial - Contacted by developer regarding existing facilities and available fire flows.
- o 612-614 Mountain View - Awaiting revised plans;
- o 1110 Old County Rd. – Plans through staff approval process;
- o 2710 Ralston Ave. – Fee schedule provided; and
- o 405 Industrial – Information provided to developer

**Residential:**

- 2828 Monroe - Plans through staff approval process;
- 1803 Miller - Plans through staff approval process;
- 533 Chesterton Ave. Plans through staff approval process;
- 1926 Oak Knoll Dr. – Plans through staff approval process;
- 2723 Monserat – Plans through staff approval process;
- 55 Ralston Ranch Rd. - Plans through staff approval process;
- 796 Miramar Terrace – Currently reviewing plans;
- Bishop Road development – Installations (2) scheduled;
- Talbryn Dr. parcel – Information provided to developer;
- Ralston parcel - Developer requesting system information;
- 1320 Talbryn Lane development- Contractor has begun water system installation under MPWD inspection;
- 665 South - Plans through staff approval process;
- 853 Alameda – Plans through staff approval process;
- 857 Alameda – Plans through staff approval process;
- 10 Notre Dame Place – Awaiting contractor installation schedule;
- 50 Notre Dame Place – Plans through staff approval process;
- 861 Alameda – Currently reviewing plans;
- 1241 Hiller St. - Plans through staff approval process;
- 1465 Sixth Ave - Plans through staff approval process;
- 2723 Wemberly - Plans through staff approval process;
- 539 South Rd. - Plans through staff approval process;
- 3900 Marsten – Plans through staff approval process;
- 1961 Bishop Rd. - Plans through staff approval process;
- 2110 Pullman Ave. – Installation complete, awaiting compliance;
- 2019 Belle Monti – Installation complete, awaiting compliance;
- Monte Cresta Drive Extension – Reviewing plans, developing WSA;
- 507 Sterling View - Plans through staff approval process;
- 3105 Marburger – Awaiting plans;
- 1148 Villa – Installation scheduled;
- 2728 Belmont Canyon Rd. - Plans through staff approval process;
- 2033 Mezes – currently reviewing their plans; and
- 524 Cambridge - Plans through staff approval process.

**Administration:**

- Continue to attend and participate at weekly progress meetings at City Hall with Belmont Public Works staff during construction of their latest sewer system rehabilitation project targeting sewers in backyard easements and cross country runs;
- Participated in a focus group, which consisted of all employees, to discuss the current employee evaluation form and any modifications to it;
- Participated in a meeting with the Board's Finance Committee to go over the audit;
- Attended the SFPUC's Wholesale Customer Meeting in Millbrae where they went over operations and some capital projects;



- Participated in the Field Trip to the District office by students from the San Carlos Charter Learning Center;
- Staff working with customer regarding the AML program and their new meter;
- Attended the monthly BAWSCA Manager's meeting in Foster City; and
- Continue to actively manage power use for pumping operations.

### **Water Conservation:**

#### Recent 2-Month Comparison Summary

<b>2019/2020 MONTH</b>	<b>2019/2020 UNITS</b>	<b>2013 UNITS</b>	<b>PERCENT CHANGE*</b>	<b>CUMULATIVE WATER SAVINGS*</b>	<b>2019/2020 R-GPCD**</b>	<b>2013 R-GPCD</b>
September 2019	124,550	145,551	-14.4%	-13.7%	103.8	118.5
October 2019	124,373	122,117	+1.9%	-10.4%	100.3	96.2

<b>2018/2019 MONTH</b>	<b>2018/2019 UNITS</b>	<b>2013 UNITS</b>	<b>PERCENT CHANGE*</b>	<b>CUMULATIVE WATER SAVINGS*</b>	<b>2018/2019 R-GPCD**</b>	<b>2013 R-GPCD</b>
September 2018	118,992	145,551	-18.2%	-16.4%	99.2	118.5
October 2018	115,579	122,117	-5.4%	-13.7%	93.2	96.2

## MEMO

**Agency:** Mid-Peninsula Water District **Date** November 13, 2019  
**Attn:** Board of Directors  
**Project Name:** Notre Dame Ave, Cliffside Ct, Tahoe Dr Area Water Main Project **Project No.** 10012.24  
**Reference:** Project Update and Progress Payment No 3  
**From:** Joubin Pakpour, P.E. – District Engineer *JP*

### Construction Status

#### Notre Dame Ave:

During the week of October 7<sup>th</sup>, Stoloski & Gonzalez (S&G) completed the two tie-in connections on Notre Dame Ave and Valley View Ave to complete the integration the of Zone 3 system. The Contractor the mobilized on the Tahoe Drive Area water main improvements.

On October 24<sup>th</sup>, the Contractor returned to Notre Dame Ave to remove and abandon existing valves and utility boxes prior to the final asphalt concrete (AC) trench replacement. The grinding subcontractor, ABSL Construction, was on site on October 25<sup>th</sup> and 28<sup>th</sup> to grind a 4' wide by 6" deep portion of the trench. The City of Belmont inspector Craig West was on site during the operation and requested to remove and pave roadway sections less than 24" from the gutter pan. Due to the realignment of the water main, there are several sections that were replaced per the City's request.

As of October 31<sup>st</sup>, the paving for Notre Dame Ave is complete. Minor AC and concrete sidewalk restoration for the water services will be completed at the end of the project.

#### Tahoe Drive Area Water Main Improvements:

On October 10<sup>th</sup>, S&G began to work on Tahoe Drive Area beginning on Tioga Way, then on Muir Way, and finishing on Bryce Court. The Contractor installed a total of 844' of 8" ductile iron pipe (DIP) and three fire hydrant assemblies. The Contractor is working on completing the service laterals before they can pressure test the water mains. A shutdown to tie-in the water main will be scheduled in the weeks to come in November.

As of October 31<sup>st</sup>, the project reached the 67<sup>th</sup> day of work out of 180 contractual working days. There are 113 work days remaining for the project. The work is progressing on schedule. The homeowner next to the Folger Drive staging area has contacted the District and the City to complain about the dust and the noise in the morning. Both issues have been addressed with the homeowner. S&G is addressing the concerns in a timely matter.

**Change Orders Currently Under Negotiation and Review****Tioga and Muir Way Soil Conditions**

During the work on Tioga and Muir Way, S&G's productivity was slowed by the existing ground conditions. Sections of bedrock rocks were found and excavated using a pneumatic hammer attachment. The conditions were observed and recorded. S&G submitted three tags for time delay experienced. The cost will be reviewed and negotiated with S&G.

**Tahoe Drive Water Main Extension**

The project limits were extended by the District approximately 250' on October 11<sup>th</sup> due to the existing 6" CIP main located behind the sidewalk next to a steep slope, a fire hydrant in the middle of the sidewalk (an ADA compliance matter), and new residential construction in the area. The new fire hydrant was located behind the sidewalk in compliance with ADA requirements. The work also required four water service connections. Quantities will be finalized after the completion of the work. The cost will be based on the unit prices for the project.

**Project Schedule and Request for Progress Payment No. 3**

As of October 31<sup>st</sup>, S&G completed 57%, or \$1,164,018.58 of the contractual work. Enclosed please find **Progress Payment No. 3** due to S&G for this period for **\$392,025.10** (value of work less 5% retention). The work performed to date has been satisfactory and payment is recommended.

	Current Month	Total	
Original Contract Amount		<b>\$ 1,949,385.00</b>	
Approved Change Orders	\$ 0.00	\$ 84,729.58	4%
<b>Final Contract Amount</b>		<b>\$ 2,034,114.58</b>	
Previously Paid		\$ 1,105,817.65	
<b>Current Request (Less Retention)</b>	<b>\$ 392,025.10</b>	<b>\$ 392,025.10</b>	
Retention	\$ 20,632.90	\$ 78,833.83	
Total Value of Work Completed	\$ 412,658.00	\$ 1,576,676.58	78%
Total Remaining on Contract		\$ 457,438.00	22%

## Enclosures:

Pakpour Consulting Group - Progress Payment No. 3 from October 1, 2019 thru October 31, 2019 (2 pages)  
 Pakpour Consulting Group – Breakdown Summary Progress Payment No. 3 (1 page)  
 Stoloski & Gonzalez Invoice Progress Payment 793-03 (1 page)  
 Photo Updates Period from October 1, 2019 thru October 31, 2019 (4 pages)



**Notre Dame Ave, Cliffside Ct, Tahoe Dr Area Water Main Project**  
**Progress Payment No. 03**

Pay Period:  
 October 1, 2019  
 October 31, 2019

Bid Item	Description	Original Contract Amount				Change Order			Revised Contract Amount			Earned This Period			Prior Billing			Total to Date		
	Original Contract	Unit	Unit Price	Qty.	Total Price	Qty.	Unit Price	Total Price	Qty.	Unit Price	Total Price	Qty.	Amount Earned	%	Qty.	Amount Earned	%	Qty.	Amount Earned	%
1	8-in Class 350 DIP	LF	\$ 354.00	3,300	\$ 1,168,200.00	0	\$ 354.00	\$ -	3,300	\$ 354.00	\$ 1,168,200.00	877	\$ 310,458.00	27%	2383	\$844,998.00	72%	3260	\$ 1,155,456.00	99%
2	6-in Class 350 DIP	LF	\$ 351.00	165	\$ 57,915.00	0	\$ 351.00	\$ -	165	\$ 351.00	\$ 57,915.00	0	\$ -	0%	41	\$14,391.00	25%	41	\$ 14,391.00	25%
3	10-in Class 350 DIP (Folger Ave)	LS	\$ 7,900.00	1	\$ 7,900.00	0	\$ 7,900.00	\$ -	1	\$ 7,900.00	\$ 7,900.00	0	\$ -	0%	1	\$7,900.00	100%	1	\$ 7,900.00	100%
4	1-inch Water Service Connections - Cliffside Ct and Notre Dame Ave Z2	EA	\$ 3,500.00	25	\$ 87,500.00	0	\$ 3,500.00	\$ -	25	\$ 3,500.00	\$ 87,500.00	0	\$ -	0%	8	\$28,000.00	32%	8	\$ 28,000.00	32%
5	Water Service Connections Removal - Cliffside Ct	EA	\$ 4,400.00	7	\$ 30,800.00	0	\$ 4,400.00	\$ -	7	\$ 4,400.00	\$ 30,800.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
6	1-inch Water Service Connections - Tahoe Dr Area and Notre Dame Ave Z3	EA	\$ 3,500.00	58	\$ 203,000.00	0	\$ 3,500.00	\$ -	58	\$ 3,500.00	\$ 203,000.00	10	\$ 35,000.00	17%	20	\$70,000.00	34%	30	\$ 105,000.00	52%
7	1½-inch Water Service Connections - Notre Dame Ave	EA	\$ 4,200.00	1	\$ 4,200.00	0	\$ 4,200.00	\$ -	1	\$ 4,200.00	\$ 4,200.00	0	\$ -	0%	1	\$4,200.00	100%	1	\$ 4,200.00	100%
8	6-inch Gate Valves	EA	\$ 2,000.00	4	\$ 8,000.00	0	\$ 2,000.00	\$ -	4	\$ 2,000.00	\$ 8,000.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
9	8-inch Gate Valves	EA	\$ 2,600.00	26	\$ 67,600.00	0	\$ 2,600.00	\$ -	26	\$ 2,600.00	\$ 67,600.00	9	\$ 23,400.00	35%	16	\$41,600.00	62%	25	\$ 65,000.00	96%
10	10-inch Gate Valves	EA	\$ 3,600.00	1	\$ 3,600.00	0	\$ 3,600.00	\$ -	1	\$ 3,600.00	\$ 3,600.00	0	\$ -	0%	1	\$3,600.00	100%	1	\$ 3,600.00	100%
11	1-inch Air Combination Valve Assembly	EA	\$ 3,300.00	1	\$ 3,300.00	0	\$ 3,300.00	\$ -	1	\$ 3,300.00	\$ 3,300.00	1	\$ 3,300.00	100%	0	\$0.00	0%	1	\$ 3,300.00	100%
12	2-inch Blow-Off Assembly	EA	\$ 4,300.00	2	\$ 8,600.00	0	\$ 4,300.00	\$ -	2	\$ 4,300.00	\$ 8,600.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
13	4-inch Blow-Off Assembly	EA	\$ 5,800.00	1	\$ 5,800.00	0	\$ 5,800.00	\$ -	1	\$ 5,800.00	\$ 5,800.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
14	6-inch Fire Hydrant Assembly on New Water Main	EA	\$ 12,900.00	3	\$ 38,700.00	0	\$ 12,900.00	\$ -	3	\$ 12,900.00	\$ 38,700.00	3	\$ 38,700.00	100%	2	\$25,800.00	67%	5	\$ 64,500.00	167%
15	Remove and Replace Existing Fire Hydrant Assembly	EA	\$ 13,500.00	2	\$ 27,000.00	0	\$ 13,500.00	\$ -	2	\$ 13,500.00	\$ 27,000.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
16	6-inch Fire Hydrant Assembly on Existing Water Main	EA	\$ 13,800.00	3	\$ 41,400.00	0	\$ 13,800.00	\$ -	3	\$ 13,800.00	\$ 41,400.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
17	Water Main Abandonment on Tioga Way and Bryce Court	LS	\$ 7,000.00	1	\$ 7,000.00	0	\$ 7,000.00	\$ -	1	\$ 7,000.00	\$ 7,000.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
18	Water Main Abandonment on Muir Way	LS	\$ 26,000.00	1	\$ 26,000.00	0	\$ 26,000.00	\$ -	1	\$ 26,000.00	\$ 26,000.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
19	Water Main Abandonment on Terrace Drive	LS	\$ 7,000.00	1	\$ 7,000.00	0	\$ 7,000.00	\$ -	1	\$ 7,000.00	\$ 7,000.00	0	\$ -	0%	1	\$7,000.00	100%	1	\$ 7,000.00	100%
20	Cross Country Water Main Abandonment on Valley View Avenue	LS	\$ 7,000.00	1	\$ 7,000.00	0	\$ 7,000.00	\$ -	1	\$ 7,000.00	\$ 7,000.00	0	\$ -	0%	1	\$7,000.00	100%	1	\$ 7,000.00	100%
21	Water Main Abandonment on Notre Dame Avenue - Zone 2	LS	\$ 9,000.00	1	\$ 9,000.00	0	\$ 9,000.00	\$ -	1	\$ 9,000.00	\$ 9,000.00	0	\$ -	0%	1	\$9,000.00	100%	1	\$ 9,000.00	100%
22	Water Main Abandonment on Notre Dame Avenue - Zone 3	LS	\$ 9,000.00	1	\$ 9,000.00	0	\$ 9,000.00	\$ -	1	\$ 9,000.00	\$ 9,000.00	0	\$ -	0%	1	\$9,000.00	100%	1	\$ 9,000.00	100%
23	Asphalt Concrete (AC) Pavement Repairs	SF	\$ 15.00	545	\$ 8,175.00	0	\$ 15.00	\$ -	545	\$ 15.00	\$ 8,175.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%



**Notre Dame Ave, Cliffside Ct, Tahoe Dr Area Water Main Project**  
**Progress Payment No. 03**

Pay Period:  
 October 1, 2019  
 October 31, 2019


Bid Item	Description	Original Contract Amount				Change Order			Revised Contract Amount			Earned This Period			Prior Billing			Total to Date		
	Original Contract	Unit	Unit Price	Qty.	Total Price	Qty.	Unit Price	Total Price	Qty.	Unit Price	Total Price	Qty.	Amount Earned	%	Qty.	Amount Earned	%	Qty.	Amount Earned	%
24	Abandon Fire Hydrant/ Wharf Head Assembly - Complete Removal	EA	\$ 1,100.00	4	\$ 4,400.00	0	\$ 1,100.00	\$ -	4	\$ 1,100.00	\$ 4,400.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
25	Abandon Utility Service Boxes /Gate Valve Boxes/ Blow-Off Assemblies	EA	\$ 350.00	15	\$ 5,250.00	0	\$ 350.00	\$ -	15	\$ 350.00	\$ 5,250.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
26	Concrete Driveway Approach Replacement	SF	\$ 19.00	600	\$ 11,400.00	0	\$ 19.00	\$ -	600	\$ 19.00	\$ 11,400.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
27	Concrete Sidewalk Replacement	SF	\$ 15.00	360	\$ 5,400.00	0	\$ 15.00	\$ -	360	\$ 15.00	\$ 5,400.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
28	Concrete Curb and Gutter Replacement	LF	\$ 95.00	105	\$ 9,975.00	0	\$ 95.00	\$ -	105	\$ 95.00	\$ 9,975.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
29	Concrete Driveway	SF	\$ 20.00	180	\$ 3,600.00	0	\$ 20.00	\$ -	180	\$ 20.00	\$ 3,600.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
30	Thermoplastic Center Striping (CSD-A20A-Detail-21) Remove and Replace	LF	\$ 12.00	1,910	\$ 22,920.00	0	\$ 12.00	\$ -	1910	\$ 12.00	\$ 22,920.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
31	Thermoplastic Markings - STOP and Limit Bar	EA	\$ 650.00	7	\$ 4,550.00	0	\$ 650.00	\$ -	7	\$ 650.00	\$ 4,550.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
32	Type II Slurry Seal	SF	\$ 0.40	78,750	\$ 31,500.00	0	\$ 0.40	\$ -	78750	\$ 0.40	\$ 31,500.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
33	Bollards	EA	\$ 450.00	2	\$ 900.00	0	\$ 450.00	\$ -	2	\$ 450.00	\$ 900.00	0	\$ -	0%	0	\$0.00	0%	0	\$ -	0%
34	Street Sweeping	DAY	\$ 600.00	15	\$ 9,000.00	0	\$ 600.00	\$ -	15	\$ 600.00	\$ 9,000.00	3	\$ 1,800.00	20%	5	\$3,000.00	33%	8	\$ 4,800.00	53%
35	Traffic Control Plan and Construction Funding Signs	LS	\$ 3,800.00	1	\$ 3,800.00	0	\$ 3,800.00	\$ -	1	\$ 3,800.00	\$ 3,800.00	0	\$ -	0%	1	\$3,800.00	100%	1	\$ 3,800.00	100%
	CONo 01 - 1) Pothole 2)CDF Backfill 3) Conduits Removal 4) Lateral Repair 5) Removal of Abnd main on Valley View Ave					1	\$ 77,676.74	\$ 77,676.74	1	\$ 77,676.74	\$ 77,676.74	0	\$ -	0%	1	\$77,676.74	100%	1	\$ 77,676.74	100%
	CONo02 - 1) Remove and Replace 6" gate valve on Terrace Dr					1	\$ 7,052.84	\$ 7,052.84	1	\$ 7,052.84	\$ 7,052.84	0	\$ -	0%	1	\$7,052.84	100%	1	\$ 7,052.84	100%
	Contract Amount				\$1,949,385.00			\$84,729.58			\$2,034,114.58									
	Amount Earned												\$412,658.00	20%		\$1,164,018.58	57%		\$1,576,676.58	78%
	Retention (5%)												(\$20,632.90)						(\$78,833.83)	
	Progress Payment No01																		(\$775,101.20)	
	Progress Payment No02																		(\$330,716.45)	
	Amount Due												\$392,025.10						\$392,025.10	
	Amount Remaining on Contract																		\$457,438.00	22%

Prepared By

  
 Joubin Pakpour, P.E. District Engineer

Amount Remaining on Contract	\$457,438.00	22%
Total Retention Being Held	(\$78,833.83)	
Total Pending Change Orders	\$ 114,000.00	


**Notre Dame Ave, Cliffside Ct, Tahoe Drive Area Water Main Project  
Breakdown Summary  
Progress Payment No. 03**


<b>Notre Dame Avenue Loop Closure - CIP Project #15-10</b>			
	<b>Current</b>	<b>Total</b>	
Original Contract Amount		\$1,088,860.00	
Approved Change Orders	\$0.00	\$84,729.58	8%
<b>Final Contract Amount</b>		<b>\$1,173,589.58</b>	
Previously Paid		\$1,041,628.05	
<b>Current Request (Less Retention)</b>	<b>\$46,057.90</b>	<b>\$46,057.90</b>	
Retention	\$2,424.10	\$57,246.63	
Total Value of Work Completed	\$48,482.00	\$1,144,932.58	98%
Total Remaining on Contract		\$28,657.00	2%

<b>Cliffside Ct Improvements - CIP Project #15-38</b>			
	<b>Current</b>	<b>Total</b>	
Original Contract Amount		\$228,753.00	
Approved Change Orders	\$0.00	\$0.00	0%
<b>Final Contract Amount</b>		<b>\$228,753.00</b>	
Previously Paid		\$0.00	
<b>Current Request (Less Retention)</b>	<b>\$0.00</b>	<b>\$0.00</b>	
Retention	\$0.00		
Total Value of Work Completed	\$0.00	\$0.00	0%
Total Remaining on Contract		\$228,753.00	100%

<b>Zone 5 - Fire Hydrant Upgrades - CIP Project #15-06</b>			
	<b>Current</b>	<b>Total</b>	
Original Contract Amount		\$57,300.00	
Approved Change Orders	\$0.00	\$0.00	0%
<b>Final Contract Amount</b>		<b>\$57,300.00</b>	
Previously Paid		\$0.00	
<b>Current Request (Less Retention)</b>	<b>\$0.00</b>	<b>\$0.00</b>	
Retention	\$0.00		
Total Value of Work Completed	\$0.00	\$0.00	0%
Total Remaining on Contract		\$57,300.00	100%

<b>Mid- Notre Dame Ave Abandonment CIP Project #15-49</b>			
	<b>Current</b>	<b>Total</b>	
Original Contract Amount		\$87,418.00	
Approved Change Orders	\$0.00	\$0.00	0%
<b>Final Contract Amount</b>		<b>\$87,418.00</b>	
Previously Paid		\$64,189.60	
<b>Current Request (Less Retention)</b>	<b>\$0.00</b>	<b>\$0.00</b>	
Retention	\$0.00	\$3,378.40	
Total Value of Work Completed	\$0.00	\$67,568.00	77%
Total Remaining on Contract		\$19,850.00	23%

<b>Tahoe Dr Area Improvements - CIP Project #15-28</b>			
	<b>Current</b>	<b>Total</b>	
Original Contract Amount		\$487,054.00	
Approved Change Orders	\$0.00	\$0.00	0%
<b>Final Contract Amount</b>		<b>\$487,054.00</b>	
Previously Paid		\$0.00	
<b>Current Request (Less Retention)</b>	<b>\$345,967.20</b>	<b>\$345,967.20</b>	
Retention	\$18,208.80	\$18,208.80	
Total Value of Work Completed	\$364,176.00	\$364,176.00	75%
Total Remaining on Contract		\$122,878.00	25%

<b>TOTAL (All) Project Breakdown Summary</b>			
	<b>Current</b>	<b>Total</b>	
Original Contract Amount		\$1,949,385.00	
Approved Change Orders	\$0.00	\$84,729.58	4%
<b>Final Contract Amount</b>		<b>\$2,034,114.58</b>	
Previous Paid		\$1,105,817.65	
<b>Current Request (Less Retention)</b>	<b>\$392,025.10</b>	<b>\$392,025.10</b>	
Retention	\$20,632.90	\$78,833.83	
Total Value of Work Completed	\$412,658.00	\$1,576,676.58	78%
Total Remaining on Contract		\$457,438.00	22%

Project: MPWD - Notre Dame Ave, Cliffside Ct, Tahoe Dr Area Water Main Project  
Subcontractor: Stoloski & Gonzalez, Inc.  
Address: 727 Main Street  
Half Moon Bay, CA 94019-1924

Progress Payment: 793-03  
Through Date: 10/31/19  
Billing Date: 10/30/19

Bid Item	Description of Bid Item	Original Contract Amount				Prior Billing		Earned This Period		Total to Date		
		Qty	Unit	Unit Cost	Total Cost	Qty	Previous Amount	Qty	Current Amount	Qty	Total Amount To Date	%
1	8-in Class 350 DIP	3,300	LF	\$ 354.00	\$ 1,168,200.00	2387.00	\$ 844,998.00	877.00	\$ 310,458.00	3,264.00	\$ 1,155,456.00	99%
2	6-in Class 350 DEP	165	LF	\$ 351.00	\$ 57,915.00	41.00	\$ 14,391.00		\$ -	41.00	\$ 14,391.00	25%
3	10-in Class 350 DIP - Folger Dr	1	LS	\$ 7,900.00	\$ 7,900.00	1.00	\$ 7,900.00		\$ -	1.00	\$ 7,900.00	100%
4	1-in Water Service Connections - Cliffside Ct and Notre Dame Ave (Zone 2)	25	EA	\$ 3,500.00	\$ 87,500.00	8.00	\$ 28,000.00		\$ -	8.00	\$ 28,000.00	32%
5	Water Service Connections Removal - Cliffside Ct	7	EA	\$ 4,400.00	\$ 30,800.00		\$ -		\$ -	0.00	\$ -	0%
6	1-in Water Service Connections - Tahoe Dr and Notre Dame Ave (Zone3)	58	EA	\$ 3,500.00	\$ 203,000.00	20.00	\$ 70,000.00	10.00	\$ 35,000.00	30.00	\$ 105,000.00	52%
7	1½-in Water Service Connections - Notre Dame Ave (Zone 3)	1	EA	\$ 4,200.00	\$ 4,200.00	1.00	\$ 4,200.00		\$ -	1.00	\$ 4,200.00	100%
8	6-in Gate Valves	4	EA	\$ 2,000.00	\$ 8,000.00		\$ -		\$ -	0.00	\$ -	0%
9	8-in Gate Valves	26	EA	\$ 2,600.00	\$ 67,600.00	16.00	\$ 41,600.00	9.00	\$ 23,400.00	25.00	\$ 65,000.00	96%
10	10-in Gate Valves	1	EA	\$ 3,600.00	\$ 3,600.00	1.00	\$ 3,600.00		\$ -	1.00	\$ 3,600.00	100%
11	1-in Air Combination Valve Assembly	1	EA	\$ 3,300.00	\$ 3,300.00		\$ -	1.00	\$ 3,300.00	1.00	\$ 3,300.00	100%
12	2-in Blow-Off Assembly	2	EA	\$ 4,300.00	\$ 8,600.00		\$ -		\$ -	0.00	\$ -	0%
13	4-in Blow-Off Assembly	1	EA	\$ 5,800.00	\$ 5,800.00		\$ -		\$ -	0.00	\$ -	0%
14	6-in Fire Hydrant Assembly on New Water Main	3	EA	\$ 12,900.00	\$ 38,700.00	2.00	\$ 25,800.00	3.00	\$ 38,700.00	5.00	\$ 64,500.00	167%
15	Remove and Replace Existing Fire Hydrant Assembly	2	EA	\$ 13,500.00	\$ 27,000.00		\$ -		\$ -	0.00	\$ -	0%
16	6-in Fire Hydrant Assembly on Existing Water Main	3	EA	\$ 13,800.00	\$ 41,400.00		\$ -		\$ -	0.00	\$ -	0%
17	Water Main Abandonment on Tioga Wy and Bryce Ct	1	LS	\$ 7,000.00	\$ 7,000.00		\$ -		\$ -	0.00	\$ -	0%
18	Water Main Abandonment on Muir Way	1	LS	\$ 13,000.00	\$ 26,000.00		\$ -		\$ -	0.00	\$ -	0%
19	Water Main Abandonment on Terrace Dr	1	LS	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00		\$ -	1.00	\$ 7,000.00	100%
20	Cross-Country Water Main Abandonment on Valley View Ave	1	LS	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00		\$ -	1.00	\$ 7,000.00	100%
21	Water Main Abandonment on Notre Dame Ave (Zone 2)	1	LS	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00		\$ -	1.00	\$ 9,000.00	100%
22	Water Main Abandonment on Notre Dame Ave (Zone 3)	1	LS	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00		\$ -	1.00	\$ 9,000.00	100%
23	Asphalt Concrete Pavement Repairs	545	SF	\$ 15.00	\$ 8,175.00		\$ -		\$ -	0.00	\$ -	0%
24	Abandon Ex Fire Hydrant/Wharf Head Assembly - Complete Removal	4	EA	\$ 1,100.00	\$ 4,400.00		\$ -		\$ -	0.00	\$ -	0%
25	Abandon Utility Service Boxes/Gate Valves/and Blow-Off Assemblies	15	EA	\$ 350.00	\$ 5,250.00		\$ -		\$ -	0.00	\$ -	0%
26	Concrete Driveway Approach Replacement	600	SF	\$ 19.00	\$ 11,400.00		\$ -		\$ -	0.00	\$ -	0%
27	Concrete Sidewalk Replacement	360	SF	\$ 15.00	\$ 5,400.00		\$ -		\$ -	0.00	\$ -	0%
28	Concrete Curb and Gutter Replacement	105	LF	\$ 95.00	\$ 9,975.00		\$ -		\$ -	0.00	\$ -	0%
29	Concrete Driveway	180	SF	\$ 20.00	\$ 3,600.00		\$ -		\$ -	0.00	\$ -	0%
30	Traffic Striping (CSD-A20A-Detail 21) Remove and Replace	1,910	LF	\$ 12.00	\$ 22,920.00		\$ -		\$ -	0.00	\$ -	0%
31	Thermoplastic Markings - STOP and Limit Bar Remove and Replace	7	EA	\$ 650.00	\$ 4,550.00		\$ -		\$ -	0.00	\$ -	0%
32	Type II Slurry Seal	78,750	SF	\$ 0.40	\$ 31,500.00		\$ -		\$ -	0.00	\$ -	0%
33	Bollards	2	EA	\$ 450.00	\$ 900.00		\$ -		\$ -	0.00	\$ -	0%
34	Street Sweeping	15	DA	\$ 600.00	\$ 9,000.00	5.00	\$ 3,000.00	3.00	\$ 1,800.00	8.00	\$ 4,800.00	53%
35	Traffic Control Plan (TCP) and Construction Funding Signs	1	LS	\$ 3,800.00	\$ 3,800.00	1.00	\$ 3,800.00		\$ -	1.00	\$ 3,800.00	100%

Contract Amount

\$ 1,949,385.00

\$ 1,079,289.00

\$ 412,658.00

\$ 1,491,947.00

CCO#1	Pothole, CDF, Conduits, Lateral Repair, and Removal of main on Valley View Ave	1	LS	\$ 77,676.74	\$ 77,676.74	1	\$ 77,676.74		\$ -	1.00	\$ 77,676.74	100%
CCO #2	Remove and Replace 6" gate valve on Terrace Dr	1	LS	\$ 7,052.84	\$ 7,052.84	1	\$ 7,052.84		\$ -	1.00	\$ 7,052.84	100%
CCO #3	PENDING - \$111,860.00			\$ -	\$ -		\$ -		\$ -		\$ -	

\$ 84,729.58

\$ 84,729.58

\$ -

\$ 84,729.58

Revised Contract Amount

\$ 2,034,114.58

TOTAL TO DATE \$ 412,658.00  
LESS 5% RETENTION \$ (20,632.90)  
SUBTOTAL \$ 392,025.10  
LESS PREVIOUS PAYMENTS \$ -  
→ TOTAL DUE THIS PERIOD \$ 392,025.10

\$ 1,576,676.58  
\$ (78,833.83)  
\$ 1,497,842.75  
\$ (1,105,817.65)  
\$ 392,025.10



**Notre Dame Ave, Cliffside Ct, Tahoe Dr Area  
Water Main Project  
Mid-Peninsula Water District, Belmont, CA  
October 1, 2019 thru October 31, 2019**



October 3, 2019 – Notre Dame Ave – New water Service Line Connection

October 15, 2019 – Muir Way – Water Main Installation





**Notre Dame Ave, Cliffside Ct, Tahoe Dr Area  
Water Main Project  
Mid-Peninsula Water District, Belmont, CA  
October 1, 2019 thru October 31, 2019**



October 16, 2019 – Muir Way –  
Unexpected Underground Bedrock  
Conditions

October 17, 2019 – Muir Way – Boulder  
Fragment Removed from Trench



Pakpour Consulting Group, Inc.



**Notre Dame Ave, Cliffside Ct, Tahoe Dr Area  
Water Main Project  
Mid-Peninsula Water District, Belmont, CA  
October 1, 2019 thru October 31, 2019**



Non-ADA Compliant FH Location

October 21, 2019 – Tahoe Drive Water Main Extension – Trench Backfill



October 21, 2019 – Bryce Court –  
Water Main Installation



Pakpour Consulting Group, Inc.

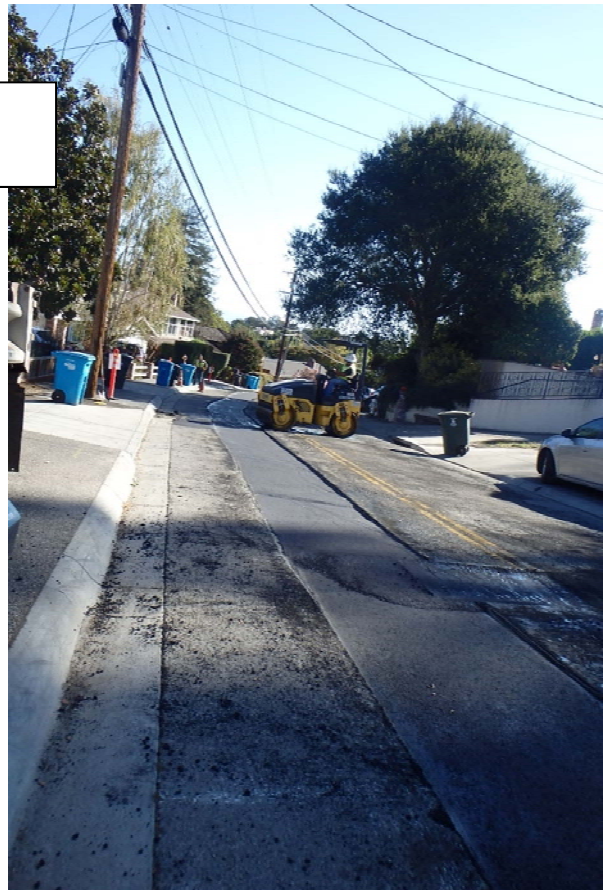


**Notre Dame Ave, Cliffside Ct, Tahoe Dr Area  
Water Main Project  
Mid-Peninsula Water District, Belmont, CA  
October 1, 2019 thru October 31, 2019**



October 25, 2019 – Notre Dame Avenue – Trench Grinding

October 28, 2019 – Notre Dame Avenue – Trench Paving



**MID-PENINSULA WATER DISTRICT  
BUDGET FOR YEAR 2019-2020  
SUMMARY**

				Target YTD % 33.7%
DESCRIPTION	APPROVED FY 2019-2020 BUDGET \$	ACTUALS 7/1/2019 10/31/19	REMAINING BALANCE/ (OVER BUDGET)	Y-T-D % OF BUDGET
<b>OPERATING REVENUE</b>				
WATER COMMODITY CHARGES (A)	9,800,000	4,539,515	5,260,485	46.3%
FIXED SYSTEM CHARGES	3,000,000	1,032,538	1,967,462	34.4%
FIRE SERVICE CHARGES	14,000	5,460	8,540	39.0%
MISC CUSTOMER ACCOUNT FEES (B)	43,000	58,078	(15,078)	135.1%
SERVICE LINE & INSTALLATION CHARGES (C)	10,000	6,005	3,995	60.1%
MISCELLANEOUS OPERATING	25,000	-	25,000	NA
PROPERTY TAX REVENUE	268,000	70,342	197,658	26.2%
<b>TOTAL OPERATING REVENUE</b>	<b>13,160,000</b>	<b>5,711,939</b>	<b>7,448,061</b>	43.4%
WATER SYSTEM CAPACITY CHARGES	100,000	-	100,000	NA
WATER DEMAND OFFSET CHARGES	10,000	-	10,000	NA
MISCELLANEOUS NON-OPERATING (D)	50,000	76,002	(26,002)	152.0%
INTEREST REVENUE - LAIF (E)	75,000	34,296	40,704	45.7%
INTEREST REVENUE - COP (E)	150,000	98,842	51,158	65.9%
LEASE OF PHYSICAL PROPERTY	175,000	67,767	107,233	38.7%
LANDSCAPE PERMIT REVENUE (F)	1,000	11,600	(10,600)	1160.0%
<b>TOTAL NON-OPERATING REVENUE</b>	<b>561,000</b>	<b>288,507</b>	<b>272,493</b>	51.4%
<b>TOTAL REVENUE</b>	<b>13,721,000</b>	<b>6,000,446</b>	<b>7,720,554</b>	43.7%
<b>OPERATING EXPENDITURES (OP EXP)</b>				
SALARIES & WAGES	2,069,385	537,137	1,532,248	26.0%
PAYROLL TAXES & BENEFITS	1,414,093	241,335	1,172,758	17.1%
PURCHASED WATER	5,654,624	2,340,877	3,313,747	41.4%
OUTREACH & EDUCATION	60,000	12,784	47,216	21.3%
M&R - OPS SYSTEM	387,751	29,640	358,111	7.6%
M&R - FACILITIES & EQUIPMENT	162,625	36,585	126,040	22.5%
MAJOR MAINTENANCE	35,000	-	35,000	NA
OFFICE SUPPLIES & EQUIPMENT	306,377	92,309	214,068	30.1%
MEMBERSHIP & GOV FEES	228,585	104,038	124,547	45.5%
BAD DEBT & CLAIMS	30,000	-	30,000	NA
UTILITIES	326,814	106,748	220,066	32.7%
PROFESSIONAL SERVICES	460,575	170,539	290,036	37.0%
TRAINING/TRAVEL & RECRUITMENT	37,500	7,665	29,835	20.4%
RESTRICTED EARNINGS (E)	225,000	133,139	91,861	59.2%
DEPRECIATION	970,000	343,153	626,847	35.4%
DEBT SERVICE TRUSTEE FEES & EXP	-	408	(408)	N/A
DEBT SERVICE 2016 COPs	1,069,200	228,373	840,827	21.4%
<b>TOTAL OPERATING EXPENSES</b>	<b>13,437,528</b>	<b>4,384,728</b>	<b>9,052,800</b>	32.6%
<b>NET OPERATING SURPLUS/(LOSS)</b>	<b>283,472</b>	<b>1,615,717</b>	<b>(1,332,245)</b>	570.0%
<b>TRANSFER TO CAPITAL</b>	<b>(283,472)</b>	<b>(1,615,717)</b>	<b>1,332,245</b>	570.0%
<b>DEBT SERVICE COVERAGE</b>	<b>1.93</b>	<b>9.09</b>		

- B See discussion on Administrative Services Manager's report.
- C Total of 16 meter upgrades installed.
- D Closed 16 meter upgrade installations and 13 Fire Flow tests.
- E LAIF & COP interest higher than expected.
- F Recognized 4 Landscape Review Revenue and 2 Plan Check Review Revenue.

**MID-PENINSULA WATER DISTRICT  
STATEMENT OF NET POSITION  
PREVIOUS YEAR COMPARISON**

	31-Oct-19	31-Oct-18	\$ Change	% Change
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
Total Checking/Savings	6,516,284.91	21,486,850.01	-14,970,565.10	-69.67%
Total COP Funds	12,981,284.03	0.00	0.00	100.0%
Total Accounts Receivable	1,427,984.43	1,236,196.44	191,787.99	15.51%
Total Other Current Assets	367,352.92	317,550.73	49,802.19	15.68%
<b>TOTAL CURRENT ASSETS</b>	21,292,906.29	23,040,597.18	-1,747,690.89	-7.59%
<b>FIXED ASSETS</b>				
Fixed Assets	51,337,633.12	47,009,523.52	4,328,109.60	9.21%
Accumulated Depreciation	-28,625,704.62	-27,562,408.92	-1,063,295.70	-3.86%
Construction in Progress	2,846,656.97	3,069,611.72	-222,954.75	-7.26%
<b>TOTAL FIXED ASSETS</b>	25,558,585.47	22,516,726.32	3,041,859.15	13.51%
<b>TOTAL OTHER ASSETS</b>	2,226,591.34	1,210,079.34	1,016,512.00	84.0%
<b>TOTAL ASSETS</b>	49,078,083.10	46,767,402.84	2,310,680.26	4.94%
<b>LIABILITIES &amp; EQUITY</b>				
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
Total Accounts Payable	626,849.49	568,143.07	58,706.42	10.33%
Total Other Current Liabilities	1,616,215.36	2,341,503.57	-725,288.21	-30.98%
<b>TOTAL CURRENT LIABILITIES</b>	2,243,064.85	2,909,646.64	-666,581.79	-22.91%
<b>LONG TERM LIABILITIES</b>				
Total COP Financing Debt (B)	17,550,000.00	17,910,000.00	-360,000.00	-2.01%
Total COP Premium (B)	847,209.30	878,490.90	-31,281.60	-3.56%
Total Other Long Term Liabilities (B)	2,281,061.00	2,310,175.00	-29,114.00	-1.26%
<b>TOTAL LONG TERM LIABILITIES</b>	20,678,270.30	21,098,665.90	-420,395.60	-1.99%
<b>TOTAL LIABILITIES</b>	22,921,335.15	24,008,312.54	-1,086,977.39	-4.53%
<b>EQUITY</b>				
3000 - Opening Bal Equity	0.00	0.00	0.00	0.0%
<b>3800 - RESERVES</b>	5,473,331.43	5,211,765.83	261,565.60	5.02%
3940 - Fund Bal Invest in Util Plant	25,558,585.47	22,516,726.32	3,041,859.15	13.51%
Net Assets (A)	-4,875,168.95	-4,969,401.85	94,232.90	1.9%
<b>TOTAL EQUITY</b>	26,156,747.95	22,759,090.30	3,397,657.65	14.93%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	49,078,083.10	46,767,402.84	2,310,680.26	4.94%

(A) CalPERS Net Pension Liability - GASB 68 requirement.

(B) COP Financing Debt and Debt Premium total \$19,185,626.90.

**MID-PENINSULA WATER DISTRICT  
STATEMENT OF REVENUES & EXPENSES  
PREVIOUS YEAR COMPARISON - GAAP BASIS**

	Jul 19-Oct 19	Jul 18-Oct 18	\$ Change	% Change
Ordinary Income/Expense				
Income				
OPERATING REVENUE	5,711,939	5,083,891	628,047	12.35%
INTEREST INCOME	133,139	150,796	-17,658	-11.71%
CAPITAL CONTRIBUTION	65,086	5,592	59,495	1,064.02%
OTHER INCOME	155,369	108,758	46,611	42.86%
Total Income	6,065,532	5,349,037	716,495	13.4%
Expense				
PERSONNEL COSTS	778,472	835,407	-56,935	-6.82%
PURCHASED WATER	2,340,877	2,275,072	65,805	2.89%
OUTREACH/EDUCATION	12,784	21,152	-8,368	-39.56%
M&4 - OPS SYSTEMS	29,640	64,406	-34,766	-53.98%
FACILITIES & EQUIPMENT	36,585	54,294	-17,709	-32.62%
OFFICE SUPPLIES & EQUIPMENT	92,309	101,325	-9,015	-8.9%
MEMBERSHIP & GOV FEES	104,038	79,138	24,901	31.47%
BAD DEBT & CLAIMS	0	20,539	-20,539	-100.0%
UTILITIES	106,748	108,786	-2,039	-1.87%
PROFESSIONAL SERVICES	170,539	161,045	9,494	5.9%
TRAINING & TRAVEL	7,665	10,470	-2,805	-26.79%
Total Expense	3,679,657	3,731,634	-51,978	-1.39%
Net Ordinary Income	2,385,875	1,617,403	768,473	47.51%
Other Income/Expense				
Other Expense				
DEPRECIATION	343,153	295,641	47,513	16.07%
COP Financing Costs	228,373	232,973	-4,600	-1.97%
Total Other Expense	571,934	528,613	43,321	8.2%
Net Revenue/(Expenses)	1,813,941	1,088,789	725,152	66.6%

**RECONCILIATION TO OPERATING BUDGET**

**Adjustments to Increase Net Operating Surplus**

Interest Income - LAIF & COP Interest	-133,138
Capital Contribution	-65,086
Debt Service Principal Payment	0
<b>Total Adjustments to Increase Net Operating Surplus</b>	<b>-198,224</b>

<b>Net Operating Surplus/(Loss) Transfer to Capital</b>	<b>1,615,717</b>
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**MID-PENINSULA WATER DISTRICT**  
**BUDGET FOR FY 2019-2020**  
**Capital Projects**

DESCRIPTION	APPROVED FY 2019-2020 BUDGET \$	ACTUAL 7/1/2019 10/31/2019	REMAINING BALANCE/ (OVER BUDGET)	Target YTD % 33.7%
				Y-T-D % OF BUDGET
CAPITAL IMPROVEMENTS - WORK IN PROCESS (WIP)				
Miscellaneous Capital Improvements*	-	48,444	(48,444)	N/A
<b>CAPITAL IMPROVEMENTS - WIP TOTAL</b>	<b>-</b>	<b>48,444</b>	<b>(48,444)</b>	N/A
<b>CAPITAL OUTLAY</b>				
Miscellaneous Capital Outlay/Projects	50,000	-	50,000	0.0%
<b>CAPITAL OUTLAY TOTAL</b>	<b>50,000</b>	<b>0</b>	<b>50,000</b>	0.0%
<b>CAPITAL IMPROVEMENTS &amp; CAPITAL OUTLAY TOTAL</b>	<b>50,000</b>	<b>48,444</b>	<b>1,556</b>	96.9%
DEPRECIATION	970,000	343,153	626,847	35.4%
TRANSFER FROM OPS	283,477	1,615,716	(1,332,239)	570.0%
TRANSFER (TO)/FROM CAPITAL RESERVES**	(1,203,477)	(1,910,425)	706,948	158.7%
CAPITAL OUTLAY/CAPITAL PROJECTS	(50,000)	(48,444)	(1,556)	96.9%
<b>NET RESULTS OF CAPITAL</b>	<b>-</b>	<b>0</b>	<b>(0)</b>	N/A

\*COP CIP Malcolm Avenue WMR materials and supplies in-house construction.