



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE SEASIDE, CA 93955

REGULAR MEETING

Board of Directors

Tuesday, September 10, 2019, 9:30 AM

City of Seaside Conference Room

1. **CALL TO ORDER**

2. **ROLL CALL** **BOARD OF DIRECTORS**

Jerry Blackwelder
Pat Lintell
Jon Wizard

Chair
First Vice Chair
Second Vice Chair

3. **REVIEW OF AGENDA**

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

4. **PUBLIC COMMENT**

Members of the public wishing to address the Seaside County Sanitation District on matters within the jurisdiction of the Board, but not on this agenda, may do so during Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

5. **CLOSED SESSION**

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Seaside County Sanitation District Access Easement Acquisition

of approximately 0.05 Acres of public property located in the City of Sand City (no postal address, APN 011-122-005). Negotiator for the City: Craig Malin, District Manager, et. al. Negotiator for Property Owner: Chad Gallagher, Esq. Miller Starr Regalia, Vibeke Norgaard, Legal Counsel City of Sand City, et. al. Instructions to negotiator will concern price, terms of payment or both.

6. **CONSENT AGENDA**

A. APPROVAL OF MINUTES FROM THE AUGUST 13, 2019 REGULAR MEETING.

PURPOSE: To review and approve the minutes from the August 13,

2019 Regular Meeting.

RECOMMENDATION: That the minutes be reviewed and approved.

B. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT AND FLUSH MAP FOR AUGUST 2019.

PURPOSE: Receive Seaside County Sanitation District operations report and flush map for August 2019.

RECOMMENDATION: Accept reports. This item is presented for information only.

C. APPROVAL OF JULY 2019 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

PURPOSE: Approval of expenditures for July 2019 for the Seaside County Sanitation District in the amount of \$74,022.38.

RECOMMENDATION: Approve expenditures for July 2019. Total expenditures were \$74,022.38. No draw-down of funds is required at this time.

D. APPROVE A RESOLUTION FOR A PROFESSIONAL SERVICES AGREEMENT WITH BARTLE WELLS ASSOCIATES FOR THE WASTEWATER CAPACITY FEE STUDY FOR AN AMOUNT NOT TO EXCEED \$8,950.

Per title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," section 15378.b, a project does not include government funding mechanisms or fiscal activities. The proposed project is categorically exempt.

PURPOSE: Consider awarding a professional services agreement with Bartle Wells Associates (Bartle Wells) for the wastewater capacity fee study.

RECOMMENDATION: It is recommended that the District Board adopt a resolution authorizing execution of a professional services agreement with Bartle Wells for an amount not to exceed eight thousand nine hundred and fifty dollars (\$8,950) for the wastewater capacity fee study, and authorize the District Manager to execute a professional services agreement.

7. STAFF REPORTS

Staff reports include items for which verbal reports/presentations will be provided. If a specific Seaside County Sanitation District presentation is planned, it will be listed and information included with the Agenda. Brief oral reports may be provided for items arising after the Agenda was prepared. The Board may wish to ask questions or discuss a staff

report, but no action is appropriate other than referral to staff, or request that a matter be set as a future Agenda item.

8. BOARD MEMBERS COMMENTS

9. ADJOURNMENT

Next Regularly Scheduled Meeting:
October 8, 2019
Seaside City Hall
9:30 AM

In compliance with the Americans with Disabilities Act (ADA), the Seaside County Sanitation District (SCSD) does not discriminate against persons with disabilities. SCSD's meetings are held at an accessible facility. Any person with a disability who requires a modification or accommodation to be able to participate in this meeting is asked to contact the office of the District Clerk at cityclerk@ci.seaside.ca.us 831-899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements. Agenda related writings or documents provided to the SCSD Board of Directors are available for public inspection during the meeting or may be requested from the office of the District Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956. Agenda related writings or documents provided to the Board are available for public inspection during the meeting or may be requested from the office of the District Clerk.



DRAFT MINUTES
SEASIDE COUNTY SANITATION DISTRICT
Tuesday, August 13, 2019 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

Chair Blackwelder called the meeting to order at 9:30 AM.

2. ROLL CALL

PRESENT: Wizard, Lintell, Blackwelder

3. REVIEW OF AGENDA

No changes were made.

4. PUBLIC COMMENT

There were no requests to speak.

5. CONSENT AGENDA

On motion by First Vice Chair Pat Lintell and seconded by Second Vice Chair Jon Wizard and passed by the following vote the Seaside County Sanitation District approved Consent Agenda as presented.

RESULT:

Approved

AYES:

Jerry Blackwelder, Pat Lintell, Jon Wizard

NOES:

None

A. APPROVAL OF MINUTES FROM THE JUNE 19, 2019 SPECIAL MEETING.

Action: Approved

B. APPROVAL OF JUNE 2019 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

Action: Approved

C. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR JUNE 2019 AND JULY 2019.

Action: Received

6. NEW BUSINESS

A. AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED FORTY SIX THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$46,840) FOR CONTINUATION OF

CAPITAL IMPROVEMENT PROGRAM MANAGEMENT AND SUPPORT

ENVIRONMENTAL COMPLIANCE: In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA).

On motion by Second Vice Chair Jon Wizard and seconded by First Vice Chair Pat Lintell and passed by the following vote the Seaside County Sanitation District Approved the amendment of the professional services agreement with Harris & Associates for an amount not to exceed \$46,840 for continuation of capital improvement program management and support.

RESULT:	Approved
AYES:	<i>Jerry Blackwelder, Pat Lintell, Jon Wizard</i>
NOES:	<i>None</i>

B. AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION (IEC) FOR AN AMOUNT NOT TO EXCEED TWENTY THREE THOUSAND TWO HUNDRED DOLLARS (\$23,200) FOR THE CANYON DEL REY SEWER MAIN REPLACEMENT PROJECT

ENVIRONMENTAL COMPLIANCE

An initial study/environmental checklist was completed March 19, 2019 and associated Mitigated Negative Declaration filed the same date. Public review period closed on April 19, 2019 and a letter was received on April 25, 2019 acknowledging compliance with State Clearing House requirements.

On motion by Second Vice Chair Pat Lintell and seconded by First Vice Chair Jon Wizard and passed by the following vote the Seaside County Sanitation District Approved the amendment to a professional services agreement with Infrastructure Engineering Corporation (IEC) for an amount not to exceed \$23,200 for the Canyon Del Rey sewer main replacement project.

RESULT:	Approved
AYES:	<i>Jerry Blackwelder, Pat Lintell, Jon Wizard</i>
NOES:	<i>None</i>

C. AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH THE WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED FORTY SIX THOUSAND SIX HUNDRED FIFTY TWO DOLLARS (\$46,652) FOR THE DEL MONTE SEWER MAIN REPLACEMENT PROJECT

ENVIRONMENTAL COMPLIANCE

An initial study/environmental checklist was completed March 19, 2019

and associated Mitigated Negative Declaration filed the same date. Public review period closed on April 19, 2019 and a letter was received on April 25, 2019 acknowledging compliance with State Clearing House requirements.

On motion by Second Vice Chair Pat Lintell and seconded by First Vice Chair on Wizard and passed by the following vote the Seaside County Sanitation District Approved amendment to a professional services agreement with the Wallace Group for an amount not to exceed \$46,652 for the Del Monte sewer main replacement project.

RESULT:

Approved

AYES:

Jerry Blackwelder, Pat Lintell, Jon Wizard

NOES:

None

7. STAFF REPORTS

None.

8. BOARD MEMBERS COMMENTS

None.

9. ADJOURNMENT

On motion, the meeting was adjourned at 9:43 AM.

Respectfully Submitted,

Rosa Salcedo, District Clerk

Jerry Blackwelder, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer
Billy Thomas, Junior Engineer

DATE: September 10, 2019

**SUBJECT: RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATIONS REPORT AND FLUSH MAP FOR AUGUST 2019.**

PURPOSE

Receive Seaside County Sanitation District operations report and flush map for August 2019.

RECOMMENDATION

Accept reports. This item is presented for information only.

BACKGROUND

Attached is the Seaside County Sanitation District operations report and flush map for August 2019.

FISCAL IMPACT

There is no fiscal impact associated with this item.

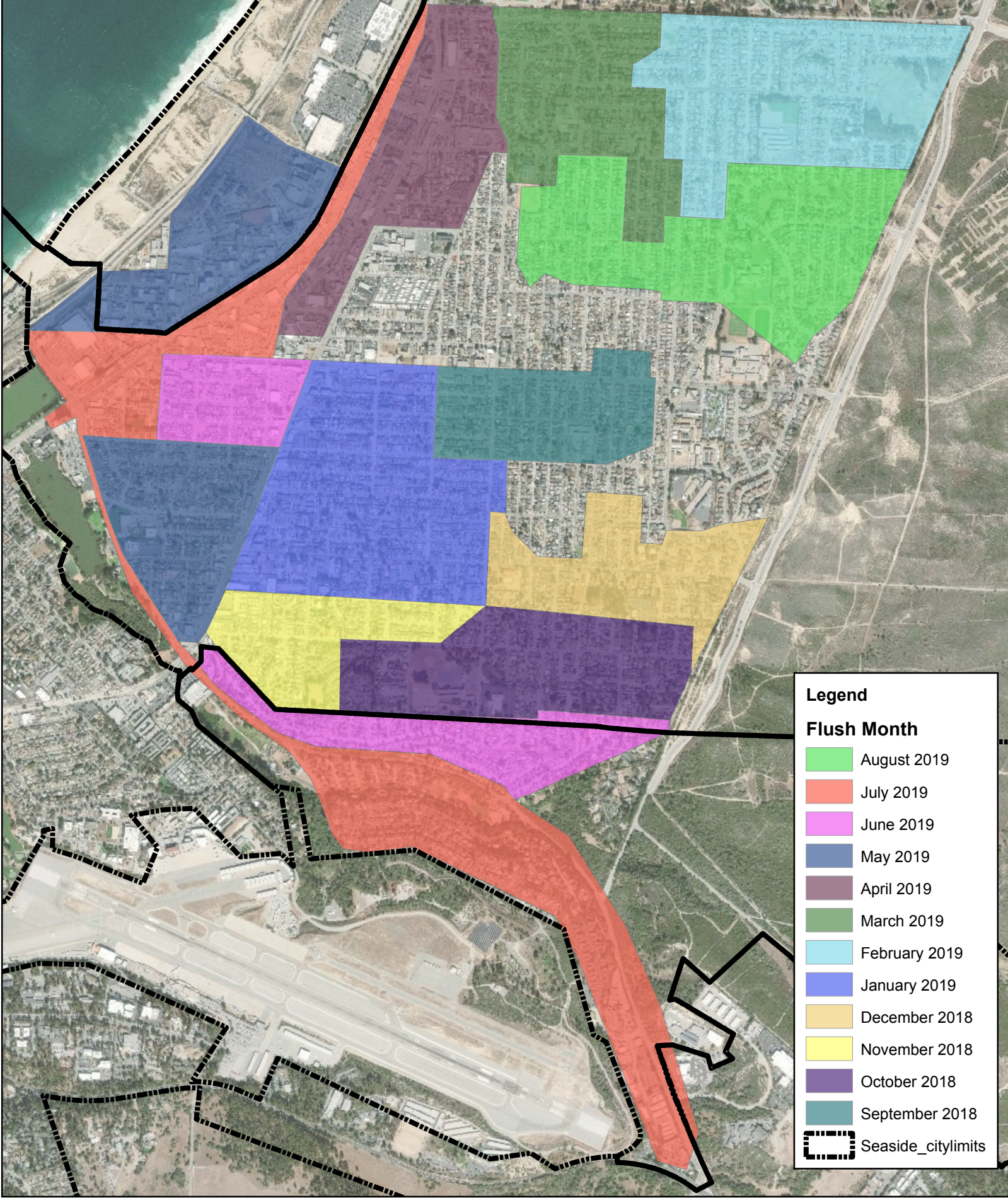
ATTACHMENTS

1. Flush Map_August_19-18
 2. Monthly Sanitation Report August_19-20
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

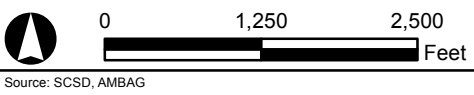


Legend

Flush Month

- August 2019
- July 2019
- June 2019
- May 2019
- April 2019
- March 2019
- February 2019
- January 2019
- December 2018
- November 2018
- October 2018
- September 2018

Seaside_citylimits



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map

Seaside County Sanitation District Operations Report

Fiscal Year 2019/2020 Month of August

	Del Rey Oaks (42,240)		Sand City (26,400)		Seaside (316,800)		District Totals (385,440 ft.)	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Maintenance								
Mainline Rodded	0	0	0	0	0	0	0	0
Main Line Jetted	0	20,067	0	0	34,957	49,474	34,957	69,541
Main Line Video	0	0	0	0	0	0	0	0
Main Lines Treated for Grease Control (Jet Power II)	262	262	277	554	3,993	7,701	4,532	8,517
Stoppages								
Main Line	0	0	0	0	0	2	0	2
Laterals	0	0	0	0	0	0	0	0

Sewer Repairs

None

Sewers Video

None

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

None

Overflow Locations

Del Rey Oaks

None

Sand City

None

Seaside

None



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Kimberly Drabner, Finance Director

DATE: September 10, 2019

**SUBJECT: APPROVAL OF JULY 2019 EXPENDITURE REPORT FOR
SEASIDE COUNTY SANITATION DISTRICT.**

PURPOSE

Approval of expenditures for July 2019 for the Seaside County Sanitation District in the amount of \$74,022.38.

RECOMMENDATION

Approve expenditures for July 2019. Total expenditures were \$74,022.38. No draw-down of funds is required at this time.

BACKGROUND

The expenditure report for July 2019 is attached. The cash balance as of July 31, 2019 was \$7,772,596.86.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. JULY 2019 Expenditures
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
JULY 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-0001	SALARIES	744.32	-	744.32
951-8810-0002	OVERTIME	-	-	-
951-8810-0006	WORKERS COMPENSATION	-	-	-
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	-	-	-
951-8810-0012	VACATION\COMP TIME PAYOFF	-	-	-
951-8810-0016	DEFERRED COMPENSATION	9.98	-	9.98
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	-	-	-
951-8810-0031	PERS PENSION	76.70	-	76.70
951-8810-0032	PARS PENSION	53.13	-	53.13
951-8810-0033	LIUNA PENSION	-	-	-
951-8810-0041	MEDICAL INSURANCE	167.67	-	167.67
951-8810-0051	DENTAL INSURANCE-GUARDIAN	-	-	-
951-8810-0061	VISION INSURANCE	1.22	-	1.22
951-8810-0071	LTD	-	-	-
951-8810-0081	LIFE INSURANCE	-	-	-
951-8810-0092	MEDICARE TAX	10.11	-	10.11
951-8810-1022	LEGAL SERVICES	-	-	-
951-8810-1025	CITY AUDIT	-	-	-
951-8810-1029	TRAINING AND EDUCATION	-	-	-
951-8810-1030	CONSULTANT	-	-	-
951-8810-1033	FITNESS PROGRAM	-	-	-
951-8810-1040	PROPERTY TAX ADMIN FEES	-	-	-
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	-	-	-
951-8810-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8810-3092	STATIONARY SUPPLIES	-	-	-
951-8810-3095	DEPARTMENT CONSUMABLES	-	-	-
951-8810-4121	MEETINGS AND TRAVEL	-	-	-
951-8810-4122	DUES AND MEMBERSHIPS	-	-	-
951-8810-5132	TELEPHONE	153.18	-	153.18
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	-	-	-
951-8810-9395	VEHICLE MAINTENANCE	-	-	-
951-8810-9396	LIABILITY INSURANCE	-	-	-
951-8810-9397	COMPUTER SYSTEM	-	-	-
951-8810-9398	CENTRAL SERVICE CHARGES	-	-	-

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
JULY 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0001	SALARIES	3,805.62	-	3,805.62
951-8820-0002	OVERTIME	2,293.97	-	2,293.97
951-8820-0006	WORKERS COMPENSATION	-	-	-
951-8820-0012	VACATION\COMP TIME PAYOFF	-	-	-
951-8820-0016	DEFERRED COMPENSATION	40.86	-	40.86
951-8820-0030	PERS PENSION OB BOND	-	-	-
951-8820-0031	PERS PENSION	453.56	-	453.56
951-8820-0032	PARS PENSION	16.08	-	16.08
951-8820-0033	LIUNA PENSION	80.82	-	80.82
951-8820-0041	MEDICAL INSURANCE	885.14	-	885.14
951-8820-0051	DENTAL INSURANCE-GARDIAN	-	-	-
951-8820-0061	VISION INSURANCE	5.29	-	5.29
951-8820-0071	LTD	-	-	-
951-8820-0081	LIFE INSURANCE	-	-	-
951-8820-0092	MEDICARE TAX	83.00	-	83.00
951-8820-1029	TRAINING AND EDUCATION	-	-	-
951-8820-1030	CONSULTANT	-	-	-
951-8820-1033	FITNESS PROGRAM	-	-	-
951-8820-2049	UNIFORM SERVICE / LAUNDRY	-	-	-
951-8820-2068	REFUSE DISPOSAL	-	-	-
951-8820-2073	SUBCONTRACTED WORK	1,083.00	-	1,083.00
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	-	-	-
951-8820-3097	SAFETY EQUIPMENT	-	-	-
951-8820-3102	COMPUTER SUPPLIES	-	-	-
951-8820-4121	MEETINGS AND TRAVEL	-	-	-
951-8820-4122	DUES AND MEMBERSHIPS	1,535.70	-	1,535.70
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	-	-	-
951-8820-5133	WATER	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	-	-	-
951-8820-8198	FOG PROGRAM	-	-	-
951-8820-9397	COMPUTER SYSTEM	-	-	-
951-8820-9602	PRINCIPAL	-	-	-
951-8820-9605	INTEREST EXPENSE	-	-	-
		11,499.35	-	11,499.35

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
JULY 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8192	PICKUP TRUCK	-	-	-
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	-	-	-
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	-	-	-
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	4,128.92	-	4,128.92
		4,128.92	-	4,128.92
953-8820-0016	DEFERRED COMPENSATION	2.52	-	2.52
953-8820-0031	PERS PENSION	12.82	-	12.82
953-8820-0032	PARS PENSION	8.93	-	8.93
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	24.38	-	24.38
953-8820-0051	DENTAL INSURANCE	-	-	-
953-8820-0061	VISION INSURANCE	0.19	-	0.19
953-8820-0071	LTD	-	-	-
953-8820-0081	LIFE INSURANCE	-	-	-
953-8820-0092	MEDICARE TAX	1.78	-	1.78
953-8820-2054	EQUIPMENT REPAIR	-	-	-
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	-	-	-
953-8820-9202	ROSITA LIFT STATION UPGRADE	-	-	-
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	12.55	-	12.55
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	100.39	-	100.39
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	-	-	-
		176.11	-	176.11
954-8810-2090	INSURANCE	58,218.00	-	58,218.00
		58,218.00	-	58,218.00
			951-1009	11,499.35
			952-1009	4,128.92
			953-1009	176.11
			954-1009	58,218.00
JULY 2019 DRAWDOWN				74,022.38



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.D.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer
Misty Bradshaw, Associate Engineer

DATE: September 10, 2019

SUBJECT: APPROVE A RESOLUTION FOR A PROFESSIONAL SERVICES AGREEMENT WITH BARTLE WELLS ASSOCIATES FOR THE WASTEWATER CAPACITY FEE STUDY FOR AN AMOUNT NOT TO EXCEED \$8,950.

Per title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," section 15378.b, a project does not include government funding mechanisms or fiscal activities. The proposed project is categorically exempt.

PURPOSE

Consider awarding a professional services agreement with Bartle Wells Associates (Bartle Wells) for the wastewater capacity fee study.

RECOMMENDATION

It is recommended that the District Board adopt a resolution authorizing execution of a professional services agreement with Bartle Wells for an amount not to exceed eight thousand nine hundred and fifty dollars (\$8,950) for the wastewater capacity fee study, and authorize the District Manager to execute a professional services agreement.

BACKGROUND

Sewer Capacity Fee Studies are performed in order for the District to establish that the adopted fees provide a sufficient source of revenue to mitigate sewer related impacts

caused by new connections. To insure fees are in line with current economic conditions, it is industry standard practice to conduct a capacity study every five (5) years. The last study was performed in 2013 and the revised sewer connection fees were implemented in July 2014, so a new study is necessary to establish current capacity fees.

On January 18, 2019, the City of Seaside issued a request for proposal (RFP) for professional services to conduct rate and capacity fee studies. Through this competitive selection process, Bartle Wells was determined to be the most qualified consultant. Bartle Wells was retained by the City of Seaside to perform a water rate study and assist in performing the Proposition 218 notifications and protest hearing for the Seaside Municipal Water System (SMWS). Bartle Wells has successfully completed these tasks for the City of Seaside. On August 12, 2019, Bartle Wells provided the District with a proposal for a wastewater capacity fee study. Based on Bartle Wells' qualifications, scope of work and fee described in their proposal, and their performance on the SMWS's rate study, staff is recommending that the Board retain Bartle Wells to perform the proposed capacity fee study.

ENVIRONMENTAL COMPLIANCE

Per title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," section 15378.b, a project does not include government funding mechanisms or fiscal activities. The proposed project is categorically exempt.

FISCAL IMPACT

The proposed professional services agreement is for an amount not to exceed eight thousand nine hundred and fifty dollars (\$8,950). The project shall be funded from the Fiscal Year 2019/2020 Budget for "Consultant" (Act # 951-8810-1030) where adequate funds are available.

ATTACHMENTS

1. Resolution
2. Professional Service Agreement

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

RESOLUTION NO. 19-XX

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT

AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH BARTLE WELLS ASSOCIATES FOR AN AMOUNT NOT TO EXCEED EIGHT THOUSAND NINE HUNDRED FIFTY DOLLARS (\$8,950) FOR THE WASTEWATER CAPACITY FEE STUDY

WHEREAS, sewer capacity fee studies are performed in order to support and assess fees imposed by the SCSO on projects for new service connections; and

WHEREAS, industry standard practice includes performing updated fee studies every 5 years; and

WHEREAS, the last study was performed in 2013 and the revised sewer connection fees were implemented in July 2014, indicating the need for a revised capacity fee study this year; and

WHEREAS, a request for proposals was issued on January 18, 2019 for professional services to perform rate and capacity fee studies; and

WHEREAS, based upon a competitive selection process, Bartle Wells' was determined to be the most qualified to perform a capacity fee study; and

WHEREAS, Bartle Wells Associates (Bartle Wells) provided the District with a proposal dated August 12, 2019, to perform the wastewater capacity fee study; and

WHEREAS, staff has determined that the scope of work and fee described in Bartle Wells' proposal is acceptable to perform the proposed wastewater capacity fee study; and

WHEREAS, the proposed study is exempt from CEQA per section 15378.b. of the California Code of Regulations that states a project does not include government funding mechanisms or fiscal activities.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute a professional services agreement with Bartle Wells Associates for an amount not-to-exceed eight thousand nine hundred and fifty dollars (\$8,950) from the Fiscal Year 2019/20 Budget for "Consultant" (Act #4951-8810-1030) for the wastewater capacity fee study.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 10th day of September 2019, by the following vote:

AYES:	Board Members:
NOES:	Board Members:
ABSENT:	Board Members:
ABSTAIN:	Board Members:

Jerry Blackwelder, Chair

ATTEST:

Rosa Salcedo, District Clerk



**SEASIDE COUNTY SANITATION DISTRICT
PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION
PROJECT
WASTEWATER CAPACITY FEE STUDY**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of _____ between the ("AGENCY") Seaside County Sanitation District, a municipal corporation and Bartle Wells Associates, a corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2020 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. AGENCY MANAGEMENT

Agency's District Engineer shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section V hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed eight thousand nine hundred fifty dollars (\$8,950.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work

performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with

supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition

precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The

AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with

respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY:	<u>Seaside County Sanitation District</u>
	<u>440 Harcourt Ave</u>
	<u>Seaside, CA 93955</u>
	Attention: District Clerk

To CONSULTANT:	<u>Bartle Wells Associates</u>
	<u>1889 Alcatraz Avenue</u>
	<u>Berkeley, CA 94703</u>

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, Doug Dove shall be the Project Manager and the Engineer of Record for the services described in this AGREEMENT. Doug Dove may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of Doug Dove from CONSULTANT's employ. Should

he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. WORK SCHEDULED / TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section I. Term" of this contract.

XXII. NOT USED

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT: Bartle Wells Associates

By: 
Douglas R. Dove, President

Date: 8-27-19

Seaside County Sanitation District
A Municipal Corporation

Craig Malin, District Manager

Date: _____

Attachments: Exhibit A Scope of Work / Consultants Proposal dated 8/12/19
 Exhibit B Insurance Requirements

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BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

1889 Alcatraz Avenue
Berkeley, CA 94703
T: 510-653-3399
www.bartlewells.com

August 12, 2019

Rick Riedl
District Engineer
Seaside County Sanitation District
440 Harcourt Ave
Seaside, CA 93955
Via e-mail: rriedl@ci.seaside.ca.us

Re: Proposal – Wastewater Capacity Fee Study

Bartle Wells Associates (BWA) is pleased to submit this proposal to assist the Seaside County Sanitation District in developing a comprehensive wastewater capacity fee study.

Bartle Wells Associates is an independent financial consulting firm that was founded in 1964 and has advised more than 550 public agencies throughout California and the western United States. Our clients have ranged from small cities and districts to large cities, joint powers authorities, special districts, and counties. We have successfully completed more than 2,500 individual engagements and secured funding in excess of \$5 billion for water and wastewater infrastructure projects.

We propose to assign Douglas R. Dove, president of the firm and one of our principal consultants to lead this project. Doug has more than 25 years of experience in developing water and wastewater capacity fees for California special districts. Others on our staff may assist him as needed.

Our overall goal for this project would be to work closely with you to evaluate various capacity fee alternatives and their impacts, gain input from the Board and stakeholders, and build consensus for our final capacity fee recommendations.

Proposed Scope of Services

1. Review Current Capacity Charges

Review the District's existing wastewater capacity charges as well as related policies and procedures. Work with staff to identify objectives for new or modified capacity charge.

2. Conduct Survey of Regional Capacity Charges

Review and summarize capacity charges of other regional and comparable agencies. Summarize results in easily understandable tables and/or charts.

3. Evaluate Alternative Capacity Charge Methodologies

Identify and evaluate alternative methods for calculating capacity charges. Discuss advantages and disadvantages with the project team and determine a recommended approach. BWA often recommends that capacity charges recover costs for both existing and future facilities that benefit new development. Some key fee methodologies may include:

- Buy-In Approach
- Average or Total Cost Approach
- Incremental Cost Approach
- Buy-In + Expansion Cost Approach

4. Determine Current Value and Capacity of Utility Assets

Calculate the current value of the wastewater system assets. The current value of facilities can be calculated by adjusting the original or depreciated value of each facility or asset into current dollars using the Engineering News-Record Construction Cost Index, a widely used measure of construction cost inflation. If applicable, evaluate an alternative method for valuing pipelines based on the linear feet of different types and diameters of pipeline multiplied by a conservative estimate of the unit cost per linear foot.

5. Allocate Capital Program Costs to Current and Future Users

Equitably allocate capital improvement costs to existing and future users based on input from District staff and/or its consulting engineers. Some projects may entirely benefit one group while others will benefit both existing customers and provide new capacity for growth.

6. Allocate Capital Program Costs to Current and Future Users

Based on appropriate and technically sound methodology, recommend revisions to the current wastewater capacity charges based on the data developed above. Look at basing the fees on one of the following methods:

- Equivalent dwelling units (EDUs)
- Estimated wastewater flow and strength
- Water meter size
- Number of plumbing fixture units
- Combination of the above or other appropriate method

Review fee for compliance with Government Code Section 66000 et. seq. (AB1600).

7. Recommend a Method for Future Capacity Charge Updates

Recommend a method to annually or periodically adjust capacity charges and miscellaneous charges so they keep aligned with future costs. For example, capacity charges can be adjusted annually based on the change in the Engineering News-Record's Construction Cost Index, a widely used measure of construction cost inflation.

Availability and Fees

1. Bartle Wells Associates is prepared to begin work upon the District's authorization to proceed.
2. All work will be performed by Bartle Wells Associates. Douglas R. Dove, President and a Principal Consultant with the firm will be placed in charge of the work and will devote time and effort to the project as needed. Doug will be assisted by Abigail Seaman, a consultant with Bartle Wells Associates. (Project Team resumes are attached.)
3. BWA will maintain in force, during the full term of the assignment, insurance in the amounts and coverage as provided in the attached Schedule of Insurance.
4. The fee for professional services under this agreement is not to exceed \$8,950 (including expenses) unless prior written approval is obtained from the District. This includes up to three trips to the District; one for a working meeting and two for Board/public workshops.
5. Progress payments and direct expenses are payable on a time and expenses basis as the work proceeds as provided in the attached Billing Rate Schedule 2019.
6. If the project is terminated for any reason, BWA is to be reimbursed for professional services and direct expenses incurred up to the time BWA receives notification of such termination.
7. BWA will not require a formal contract of employment and will consider a counter signature below from an appropriate official as sufficient authority to proceed.
8. This proposal may be withdrawn or amended if not accepted within 90 days.

We would be honored to work for the Seaside County Sanitation District and hope that this proposal will constitute a suitable basis for our serving you. Please contact me if you have any questions.

Very truly yours,



Douglas R. Dove, PE, CIPFA
President
ddove@bartlewells.com
510.653.3399, ext. 110

Bartle Wells Associates is authorized to provide the services outlined above, at the fee stated.

By: _____ Date: _____

For: Seaside County Sanitation District



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

Bartle Wells Associates (BWA) is an independent financial advisor to public agencies. Our firm was established in 1964 and is owned and managed by its principal consultants. We have extensive experience advising local governments on the complexities and challenges in public finance. We have advised more than 550 public agency clients in California and completed more than 2,500 assignments. We possess a diversity of abilities and experience to evaluate all types of financial issues faced by local governments and to recommend the best and most-practical solutions.

Bartle Wells Associates has a stable, well-qualified professional team. Our education and backgrounds include finance, civil and environmental engineering, business, public administration, public policy, and economics. The firm is owned and managed by its principal consultants who have been with the firm for many years.

BWA specializes in three professional services: strategic financial planning, utility rate and fee studies, and project financing. We are the only independent financial advisor providing *all three* of these interrelated services to public agencies.

BWA Key Services

- *Rate & Fee Studies*
- *Financial Plans*
- *Project*

RATE AND FEE STUDIES Our *rate studies* employ a cost-of-service approach and are designed to maintain the long-term financial health of a utility enterprise while being fair to all customers. We develop practical recommendations which are easy to implement and often phase in rate adjustments over time to minimize the impact on ratepayers. We also have considerable experience developing impact fees that equitably recover the costs of infrastructure required to serve new development. BWA has completed hundreds of water and wastewater rate and fee studies. We have helped communities implement a wide range of water and sewer rate structures and are knowledgeable about the legal requirements governing rates and impact fees including Proposition 218 and Government Code 66000. We develop clear, effective presentations and have represented public agencies at hundreds of public hearings to build consensus for our recommendations.



Our offices are located in Berkeley, in a circa 1900 Victorian Building.

FINANCIAL PLANS Our *financial plans* provide agencies with a flexible roadmap for funding long-term operating and capital needs. We evaluate the wide range of financing options available, develop a plan that recommends the best financing approach, and clearly identify the sources of revenue for funding projects and repaying any debt. We also help agencies develop prudent financial policies, such as fund reserve targets, to support sound financial management. BWA has developed more than 2,000 water and wastewater enterprise financial plans to help public agencies fund their operating and capital programs, meet debt

requirements, and maintain long-term financial health.

PROJECT FINANCING Our *project financing* experience includes more than 300 bond sales and numerous bank loans, lines of credit, and various state and federal grant and loan programs. We generally recommend issuing debt via a competitive sale process to achieve the lowest cost financing possible. To date, we have helped California agencies obtain in excess of \$5 billion of bond financing, \$500 million in low-rate SRF loans and grants, and hundreds of millions in bank loans and lines of credit. We work only for public agencies; we are independent financial advisors and do not buy, trade, or resell bonds. Our work is concentrated on providing independent advice that enables our clients to finance their projects on the most favorable terms—lowest interest rates, smallest issue size, and greatest flexibility.

Bartle Wells Associates is a charter member of the **National Association of Municipal Advisors** (NAMA), which establishes strict criteria for independent advisory firms throughout the United States. All of our lead consultants are *Certified Independent Professional Municipal Advisors*.



Bartle Wells Associates is committed to providing value and the best advice to our clients. Our strength is *quality*—the quality of advice, service, and work we provide all our clients.

DOUGLAS DOVE



Principal Consultant

Douglas Dove is President of Bartle Wells Associates and directs the operation of the firm while maintaining a Principal Consultant's role. With more than 30 years of consulting experience, he specializes in strategic financial planning, utility rate setting and project financing. Mr. Dove has developed utility rates structures and financing plans for a wide variety of public water agencies. He has managed the procurement of over \$1 billion in municipal debt and over \$300 million in state and federal grants and low-interest loans. Mr. Dove's expertise includes assisting agencies in securing state and federal grants and loans and in issuing certificates of participation (COPs), revenue bonds, general obligation bonds, assessment district bonds, Marks-Roos revenue bonds, CFD (Mello-Roos) bonds, private placement loans and other types of debt.

Education

M.S., Civil Engineering - University of California, Berkeley

B.S., Civil Engineering – Drexel University

Certifications

CIPMA – Certified Independent Professional Municipal Advisor

Registered Professional Engineer (PE) in California

Representative Projects

- **City of Seaside:** Water rate study
- **Rio Alto Water District (near Redding, CA):** Water rate study and capital replacement funding plan.
- **Root Creek Water District (near Fresno, CA):** Comprehensive water (M&I and Ag), wastewater and storm water rate study and AB 1600 capacity fee review, assistance with formation of community facilities district.
- **Sonoma County Water Agency:** Wastewater rate reviews for eight separate County districts/zones.
- **Rio Linda/Elverta Community Water District:** Water rate and capacity fee study.
- **El Dorado Irrigation District:** Prepared water rate cost of service study for M&I and Agricultural customers.
- **City of Patterson:** Water and Wastewater rates and capacity fees, solid waste rates.
- **Napa-Berryessa Resort Improvement District:** Developed financing plan for water and wastewater improvements. Prepared assessment engineers report. Formed an assessment district and secured \$11.1 million in federal funding from US Department of Agriculture.
- **City of Calistoga:** Long range utility financial plan, water and wastewater rates, secured financing for WW treatment plant upgrade
- **City of Roseville:** Regional wastewater financing plan and connection charge study for over \$200 million of planned capital improvements.
- **City of Davis:** Comprehensive water rate study developed with a 15-member Water Advisory Committee. Wastewater capacity fee study.

ABIGAIL M. SEAMAN



Project Consultant

Abigail Seaman is a consultant with Bartle Wells Associates. She works closely with public agencies, engineers, legal counsel, and other consultants to develop water and sewer rates and assessments, and long-term financial plans for utility enterprises. Abigail helps agencies evaluate financing alternatives for public works projects, coordinates state and federal grant and loan applications, and evaluates bond refinancing opportunities.

Education

B.A., Economics – University of California, Davis

Representative Projects

- **City of Seaside:** Water Rate Study
- **Yolo County:** Assessment Engineer's Report presenting costs per resident for water system consolidation project between North Davis Meadows CSA and City of Davis
- **City of Davis:** Comprehensive water rate study developed with a 15-member Water Advisory Committee. Stormwater advisory services for South Davis Channel.
- **Sonoma County Water Agency:** Wastewater rate study to prepare for the annexation of a district into the City of Santa Rosa's wastewater system.
- **California Rural Water Association:** Preferred provider of on-call water and wastewater rate studies
- **Marina Coast Water District:** Wastewater Connection Fee Study
- **City of Pacifica:** Comprehensive wastewater rate study including debt financing scenarios
- **City of Alameda:** City-wide capital improvement budget and revenue projections; analysis of historical revenue and expense trends
- **City of Calistoga:** Long range utility financial plan, water and wastewater rates
- **Town of Yountville:** Water and wastewater rate study, rate structure re-organization
- **City of Solvang:** Water and wastewater rate study
- **Mariposa County:** Water and wastewater rate study for four districts within the County
- **Eastern Sierra Community Services District:** Wastewater capacity fee study
- **City of Coronado:** Breakeven analysis comparing the cost of imported water with project costs to improve City water infrastructure assuming project financing and escalating annual costs

Certifications

MSRB-Registered Municipal Advisor (Series 50)

REFERENCES



Sonoma Water (formerly Sonoma County Water Agency)

Sonoma Water oversees and manages a number of wastewater agencies within Sonoma county including: Sonoma Valley County Sanitation District (CSD), Russian River CSD, South Park CSD, Occidental CSD, Airport-Larkfield-Wikiup Sanitation Zone (SZ), Penngrove SZ, Geyserville SZ, and Sea Ranch SZ. SCWA retained Bartle Wells with subconsultant RMC to review the wastewater rates in each district/zone and analyze the feasibility of converting some or all of them to volume-based rates. The study recommended that only Sonoma Valley CSD's wastewater rates be converted to a hybrid fixed/volumetric rate structure. After developing a draft conversion plan, BWA met with the mayor of Sonoma and the local County Supervisor to review the plan and gain their input. A detailed timetable for the conversion was developed and ratepayers were mailed special notices showing their prior winter water usage and potential impacts of the new volumetric rates. The new rates were adopted unanimously by the Board of Directors of the CSD and became effective in July 2012.

In 2015, BWA conducted a study on the sewer customer classes and use categories that form the basis for calculating sewer charges in all eight Sanitation Districts and Zones. The purpose of the study was to update customer class and use categories, that were last evaluated in 1995, to ensure that they are equitable and reasonable, and better reflect current uses. The standard equivalency factors that estimate flow and strength will be updated once residential sampling has been completed.

Contact: Lynne Rosselli, Admin & Finance Manager 707.524.3771
 E-mail..... lynne.rosselli@scwa.ca.gov



Rio Alto Water District

The Rio Alto Water District serves a population of about 3,000 in northern Tehama County in the census-designated place of Lake California, CA. RAWD retained Bartle Wells Associates in 2015 to perform a comprehensive water rate study update. Rates had last been adjusted in 2012 and an adjustment was needed to ensure compliance with the substantive requirements of Proposition 218.

In light of the San Juan Capistrano case, BWA recommended that the District's variable rate structure consisting of three tiers be eliminated and reduced to one tier due to the District's water source. 100% of RAWD's water supply comes from a single source - pumping groundwater directly to its customers which makes a cost justification for more than one tier very difficult. BWA also recommended that the District adjust the fixed rates to conform with the meter ratios recommended by the American Water Works Association.

Due to the lack of a formal Capital Improvement Plan, BWA recommended that the District recover the costs of future rehab and replacements using capital depreciation costs as a proxy. This method allows the District to justify building a rehab and replacement fund despite a formal CIP.

Contact: Martha Slack, General Manager..... 530.347.3835
E-mail..... mslack56@sbcglobal.net



City of Patterson

The City of Patterson (the City) is a general law City located in western Stanislaus County with a population of approximately 21,000. The City owns and operates its own water and wastewater systems. In October 2009, the City retained Bartle Wells Associates to develop a long-term financial plans and rate recommendations for the water and sewer enterprises.

Both the water and sewer enterprises were facing significant capital improvement projects for the next 10 years. Major water projects included developing the non-potable water system, and for sewer, the capital program was largely comprised of biosolids handling and the treatment plant expansion. The objective was to implement rates that would enable the City to fund the projects through State loans, grants, and debt financing.

Our study included five-years of rate adjustments designed to keep rates in line with cost inflation while providing sufficient revenues for the City's operating and capital programs. BWA also recommended several adjustments to the water rate structure including aligning the fixed rates with the American Water Works Association's (AWWA) standard meter ratios and revising the tier breakpoints and adding a fourth tier to better distribute water sales. The tier breakpoints were based on historical water consumption and designed to minimize the impact on residential customers who use low to average consumption while encouraging conservation. For sewer rates, we recommended increasing the consumption rate for commercial and industrial customers by the same percentage as the fixed charge. In previous years, the consumption rate for non-residential customers had not been escalated.

In 2013, BWA principal Douglas Dove provided on-call infrastructure financing and utility rate consulting services in connection with the City's review of funding alternatives for future infrastructure projects. Mr. Dove assisted city staff and consultant Pacific Municipal Consultants in presenting funding alternatives to the City Council in closed session meetings.

BWA is currently working with the City to update the water and sewer rates and development impact fees and evaluating other alternatives to ensure that growth pays their fair share of infrastructure projects.

Solid Waste Rate Study: BWA recently assisted the city in updating its solid waste rates including garbage, recycling and greenwaste collection services.

Contact: Mike Willett, Director of Public Works.....209.895.8065
Email.....MWillett@ci.patterson.ca.us



BARTLE WELLS ASSOCIATES

BILLING RATE SCHEDULE 2019

Rates Effective 1/1/2019

Professional Services

Financial Analyst I	\$110 per hour
Financial Analyst II	\$130 per hour
Consultant	\$155 per hour
Senior Consultant	\$185 per hour
Senior Project Manager	\$215 per hour
Principal Consultant	\$255 per hour

The professional time rates include all overhead and indirect costs. Bartle Wells Associates does not charge for administrative support services. Expert witness, legal testimony or other special limited assignment will be billed at one and one-half times the consultant's hourly rate.

The above rates will be in effect through December 31, 2019 at which time they will be subject to change.

Direct Expenses

Subconsultants will be billed at cost plus ten percent. Word processing and computer-assisted services related to official statement production are charged as direct expenses at \$75 per hour. Other reimbursable direct expenses incurred on behalf of the agency will be billed at cost plus ten percent. These reimbursable costs include, but are not limited to:

- Travel, meals, lodging
- Long distance telephone and fax
- Printing and report binding
- Special statistical analysis
- Outside computer services
- Bond ratings
- Automobile mileage
- Messenger services and mailing costs
- Photocopying
- Graphic design and photography
- Special legal services
- Legal advertisements

Insurance

Bartle Wells Associates maintains insurance in the amounts and coverage as provided in the attached schedule of insurance. Additional or special insurance, licensing, or permit requirements beyond what is shown on the schedule of insurance are billed in addition to the contract amount.

Payment

Fees will be billed monthly for the preceding month, and will be payable within 30 days of the date of the invoice. A late charge of 1.0 percent per month may be applied to balances unpaid after 60 days.

SCHEDULE OF INSURANCE

Insured: BARTLE WELLS ASSOCIATES

Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance in the amounts and coverage as provided in this schedule. If additional insurance is required, and the insurer increases the premium as a result, then the amount of the increase will be added to the contract price.

TYPE OF INSURANCE	COMPANY POLICY NUMBER	COVERAGES AND LIMITS	EXP. DATE
Commercial General Liability	Hartford Insurance Company Policy #35-SBA PA6857	■ \$2,000,000 General Aggregate ■ \$2,000,000 Products Comp/Op Aggregate ■ \$2,000,000 Personal & Advertising Injury ■ \$1,000,000 Each Occurrence	6/1/20
Excess/Umbrella Liability	Hartford Insurance Company Policy #35-SBA PA6857	■ \$1,000,000 Aggregate ■ \$1,000,000 Each Occurrence	6/1/20
Automobile Liability	Hartford Insurance Company Policy #35-UEC VU2842	■ \$1,000,000 Combined Single Limit	6/1/20
Workers Compensation & Employers' Liability	Hartford Underwriters Insurance Company Policy #35-WEC FG7858	Workers' Compensation: Statutory Limits for the State of California. Employers' Liability: ■ Bodily Injury by Accident - \$1,000,000 each accident ■ Bodily Injury by Disease - \$1,000,000 each employee ■ Bodily Injury by Disease - \$1,000,000 policy limit	6/1/20
Professional Liability	Chubb & Son, Inc. BINDO94045	Solely in the performance of services as municipal financing consultants for others for a fee. Limit: \$2,000,000 Per Occurrence & Aggregate (including defense costs, charges, and expenses)	6/1/20

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.