

RESOLUTION NO. 16-85

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
SEWER AGREEMENT BETWEEN THE CITY OF THE TOWN OF
LOS ALTOS HILLS AND THE CITY OF LOS ALTOS

RESOLVED, by the City Council of the City of the Town of Los Altos Hills, County of Santa Clara, State of California, that

WHEREAS, heretofore on or about July 11, 1961 the City Council of the City of the Town of Los Altos Hills (herein called "The Town") and the City of Los Altos entered into an agreement relating to the transportation and treatment of sewage emanating from a portion of the Town; and

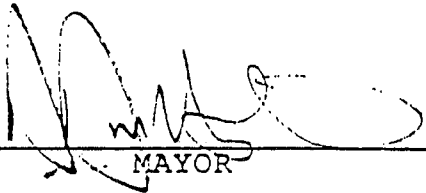
WHEREAS, the City Council of the City of the Town of Los Altos Hills has read and considered that certain "Sewer Agreement between the City of Los Altos and the City of the Town of Los Altos Hills" (herein called "The Agreement") wherein the 1966 Sewer Service Agreement would be replaced,

NOW, THEREFORE, IT IS HEREBY FOUND, ORDERED AND DETERMINED as follows:

1. Public interest and convenience require the entering into of the Agreement described above and the City of the Town of Los Altos Hills hereby approves the above described Agreement.
2. The City of the Town of Los Altos Hills shall enter into and the Mayor and the City Clerk of the City of the Town of Los Altos Hills, and they and each of them hereby is, authorized and directed

on behalf of said City, respectively, to execute and attest the Agreement between the City of Los Altos and the City of the Town of Los Altos Hills.

REGULARLY PASSED and ADOPTED this 6th day of March 1985.


MAYOR

ATTEST:


CITY CLERK

SEWER AGREEMENT

BETWEEN

THE CITY OF LOS ALTOS

AND

THE CITY OF THE TOWN OF LOS ALTOS HILLS

The following is an agreement between the CITY OF LOS ALTOS, a Municipal Corporation, hereinafter referred to as "CITY", and the CITY OF THE TOWN OF LOS ALTOS HILLS, a Municipal Corporation, hereinafter referred to as "TOWN", specifying the terms by which CITY shall maintain certain sanitary sewer facilities within the TOWN and accept sewage from a portion of the TOWN:

RECITALS

1. On or about July 11, 1961, CITY and TOWN entered into an agreement providing for the transportation and treatment of sewage emanating from within a portion of the territorial limits of TOWN and for the normal maintenance of a portion of TOWN's system (herein called the "1961 AGREEMENT").

2. (a) CITY has purchased capacity in a Regional Waste Water Treatment Plant and has constructed a sanitary sewer system within CITY; and the plant and CITY system have sufficient capacity to handle sewage effluent from a portion of TOWN.
(b) TOWN has the potential of ultimately having approximately 2,100 sewer connections in its "Los Altos" drainage basin including unincorporated areas within this portion of TOWN's sphere of influence, and TOWN projects 1,100 total residential connections within said drainage basin during the next five years. Provided, however, in the event of added capacity becoming available as described hereinafter, connections up to a total of 1,500 could be committed.
3. The parties had authority to enter in to the 1961 AGREEMENT and have authority to enter into this substitute Agreement under the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5, Article 1 of the Government Code of California.

AGREEMENT

The parties hereby agree as follows:

1. Administration This agreement shall be administered by CITY, there being no necessity to establish a separate commission.
2. Right to Use The TOWN's existing right to discharge into CITY's

sewer lines domestic sewage emanating from within that portion of TOWN shown on Exhibit "D", attached hereto and incorporated herein by reference, shall continue and be subject to all conditions, limitations, restrictions, terms and provisions contained in this Agreement.

3. Interim Limit on Connections In order to maintain sewage flow from TOWN within limits of CITY's current capacity rights at the treatment plant, TOWN shall be permitted to connect a maximum of 1,100 residential units, or their equivalent, as an interim limit of use. The total number of connections could be adjusted up to 1,500 if the CITY's capacity rights are increased as a result of the purchase of additional capacity rights or correction of infiltration makes additional capacity available. This interim limit may be adjusted by mutual agreement of both parties by a written amendment to this Agreement. Under either or both of the following circumstances the interim limit shall be reviewed for adjustment; (1) when the number of residential units connected reaches 900; and (2) whenever changes in the capacity of the treatment plant are being proposed.

As of the execution of this agreement, of the 1100 units of capacity rights available to TOWN, approximately 970 units of capacity rights have already been acquired in CITY's sewer system by property owners in TOWN. TOWN has made no separate purchase of capacity rights from CITY and nothing in this agreement obligates TOWN to purchase capacity rights.

4. Regulation With respect to said sewage, TOWN shall adopt and enforce the regulations contained in Title 5, Chapter 5, Article 6 - Use of Public Sewers, of the City of Los Altos Municipal Code, and any subsequent revisions thereto.

5. Ownership of Sewers All easements and rights-of-way for main trunk sewers and collector systems and the pipes themselves and appurtenances thereto that presently vest in CITY that lie within the corporate limits of TOWN shall hereafter vest in and be the property of TOWN, EXCEPTING THAT:

(a) The sewer mains and appurtenances thereto, exclusive of laterals serving TOWN residents and exclusive of mains entering from TOWN, that lie within Summerhill Avenue and that portion of Magdalena Avenue northerly of Interstate 280 shall vest in and be the property of CITY.

(b) All easements and rights of way and the pipes and appurtenances thereto, exclusive of laterals serving TOWN residents, in the El Monte Trunk Sewer (City Project 1959-8) running from University Avenue in the City of Los Altos southerly through the Town of Los Altos Hills and Foothill College to the intersection of South El Monte Avenue with Moody Road, shall vest in and be the property of CITY.

(c) All easements and rights of way and the pipes and appurtenances thereto, exclusive of laterals serving TOWN residents, in the Adobe Creek Sewer (City Project 1962-18) running generally along Adobe Creek downstream of O'Keefe Lane and upstream of West Edith Avenue shall vest in and be the property of CITY.

(d) The sewer mains and appurtenances thereto, exclusive of laterals serving TOWN residents, that lie within O'Keefe Lane easterly of Adobe Creek shall vest in and be the property of CITY.

TOWN shall assume ownership of any sanitary sewer system, including easements, now or henceforth belonging to CITY in an unincorporated area at such time as TOWN annexes such unincorporated territory containing a CITY owned system excepting as set forth in Subparagraphs (a) through (d) above. Upon such annexation and assumption of ownership by TOWN, CITY shall provide TOWN with copies of available construction plans and other pertinent documents.

TOWN's sewer system within TOWN shall vest in and be the property of TOWN except as noted above.

6. Foothill College CITY shall continue to be the sole provider of sewer service to Foothill College and shall handle all billings for said service. The volume of sewage generated by the College shall not be included in computations relative to flow or capacity rights of TOWN.
7. Maintenance of Sewers CITY shall provide normal maintenance including, but not limited to, routine inspection, rodding, unplugging or flushing of the TOWN's system which connects to the CITY's system. Said normal maintenance shall pertain only to sewer mains and manholes. CITY shall have no obligation to maintain, repair or replace sewer laterals within TOWN.
8. Lateral Rodding Service In those cases where CITY maintenance forces have responded to a request to inspect a sewer main for possible stoppage in TOWN, said CITY forces will furnish a lateral rodding service provided that the following conditions are met:
 - (a) The request to rod the lateral is received while the CITY forces are in the immediate vicinity of the subject lateral.
 - (b) The lateral to be rodded is that portion within the street right of way.
 - (c) A sewer cleanout exists that is to grade, is accessible and is in immediate proximity to the street right of way line.

The purpose of the lateral rodding service shall be to determine if the lateral within the street right of way contains a blockage. If such a blockage is found and the rodding operation does not eliminate the blockage, CITY shall notify TOWN and any further action to eliminate the blockage shall be the responsibility of TOWN. Exhibit E, attached hereto and incorporated by reference, defines the limits for the sewer lateral rodding service.

9. Repair of Sewers The repair of sewer mains and manholes owned by TOWN shall be the obligation of TOWN. Whenever it is determined by CITY that a problem exists within the TOWN's sewer main system, exclusive of emergencies, which requires more than normal maintenance by CITY and which can be eliminated by performing the appropriate repairs, CITY shall notify the TOWN in writing, describing the problem, its location and a recommended course of action. Except in emergency situations, CITY shall have no obligation to make repairs to TOWN owned sewers. Only in emergency situations affecting the operation of the TOWN's sewer main system will CITY be obligated to perform repairs involving excavations and pipe replacement. An emergency is defined as a situation requiring immediate attention in order to keep the sewer line in service or to prevent a health hazard. CITY shall be under no obligation to make emergency repairs in cases where CITY has previously notified TOWN in writing of problems needing repair and TOWN has not taken corrective action within 60 days of receiving written notification.

10. Sewer Service Charge The annual sewer service charge shall reimburse CITY for its costs incurred in transporting and treating sewage emanating from TOWN and costs associated with maintaining and operating a portion of TOWN's sewer system, Pine Lane Lift Station, and certain shared sewer mains and truck lines. For the service and use to be provided by the CITY under terms hereof, CITY shall charge an annual sewer service charge to properties within the corporate limits of TOWN in accordance with Exhibit "C" attached hereto and incorporated herein by reference. Upon determining the amount of the annual sewer service charge for the next fiscal year, CITY shall notify TOWN in writing no later than May 15th of each year. The CITY may include the annual sewer service charges on the County property tax billings for properties within TOWN by submitting the individual charges directly to the County Tax Collector by CITY only after TOWN has had a reasonable opportunity to review the proposed annual sewer service charge. If the TOWN has not approved by resolution the amount of the proposed annual sewer service charge by June 15, of any year, CITY may process charges to Tax Collector subject to a mutually agreed upon adjustment to the following year's sewer service charge.

(a) Calculation of Sewer Service Charge It is mutually agreed that for each single family residential connection, a per connection flow rate of 300 gallons per day, as shown on Exhibit "C", will be used in determining the volume of sewage generated in the portion of TOWN served by CITY. The single family residential connection shall be the basic unit for determining annual charges. For all connections other than single family residential, the annual volume of sewage will be mutually agreed upon by CITY and TOWN, except where an agreement with the CITY already exists stipulating the method for determining either the annual charge or the annual volume of sewage. No later than June 1, 1987, the City Engineers of CITY and TOWN shall jointly review and establish criteria and methods to determine the connection flow rate in gallons per day as shown in Exhibit "C" per single family residential connection and shall jointly determine if a different volume of flow should be used for computing subsequent annual charges.

(b) Rate Adjustment Postponement Option CITY shall have the option to postpone to the following year the adjustment of the annual sewer service charge applied to properties in TOWN. However, any revenues lost or gained as a result of such a postponement shall be carried over and used in the computation of subsequent annual sewer service charges in such a manner that the net revenues to the CITY are essentially the same as if a postponement had not occurred.

11. Sewer Reserve Fund The annual sewer service charge shall include a charge for the TOWN's Sewer Reserve Fund at the written request of TOWN. The amount shall be established by TOWN and shall be included by CITY in the annual sewer service charge. CITY may decline to include reserve funds in years in which no rate changes are proposed but in the third consecutive year with no change, CITY shall include funds for reserve if so requested. Funds received by CITY are to be paid to TOWN by January 31 and May 31 in tax year collected.
12. Pine Lane Lift Station All of the costs related to operating the Pine Lane lift station shall be shared between CITY and TOWN based on the number of single family residential connections and equivalent single family connections served in each jurisdiction. TOWN's proportionate share shall be included in the annual sewer service charge. In the event that TOWN is eventually able to physically divert its sewage away from the Pine Lane lift station, upon such diversion the TOWN's obligation to share in the costs of the lift station shall cease.
13. Minor Capital Improvements Included in the calculation of the above mentioned annual sewer service charge is an amount representing the cost of "minor" capital improvements at the Palo Alto Regional Water Quality Control Plant (RWQCP). Minor capital improvements are hereby defined as capital improvements which are

accomplished using funds shown in each year's operating budget for the Regional Water Quality Control Plant and identified as being for Minor Capital Improvements.

14. Major Capital Improvements Capital improvements at the RWQCP that are billed to the CITY by Palo Alto separately from the budgeted funds identified as being for Minor Capital Improvements shall be considered to be Major Capital Improvements.

(a) Share Payable by TOWN TOWN shall share in the actual costs to CITY of major capital improvements to the RWQCP as follows:

(1) When Revenue Bonds are used for financing capital improvements, the annual debt service shall be included in the annual Treatment Plant Expenses (Item 1 in Exhibit "C").

(2) For improvements that are financed by lump sum cash payments, CITY and TOWN shall mutually agree on the amount of TOWN's share and on the method of payment by a subsequent written agreement.

(b) Funding from Outside Sources Each party agrees to cooperate with the other in applications for grants or funds from outside sources to cover expansion, repair, or maintenance of facilities covered by this Agreement.

15. Approval of Sewer Main Extensions All sewer extensions involving mains and manholes within TOWN that are to be maintained pursuant to this Agreement shall be constructed in accordance with the CITY's Standard Specifications and in accordance with the minimum design standards of the CITY. Engineering plans for such sewer construction shall be sent by TOWN to CITY upon their receipt by TOWN. The City's Engineering Department shall promptly review such plans and submit comments thereon to the Los Altos Hills City Engineer. Final engineering plans for such sewer construction shall be approved by the Los Altos City Engineer prior to approval by the Los Altos Hills City Engineer.
16. Inspection of Sewer Main Extensions TOWN shall have the primary responsibility for the inspection and acceptance of sewer main extensions in TOWN. CITY retains the right to make construction inspections and to witness the balling and testing of all collector sewers constructed within TOWN if such sewers are to be maintained by CITY. CITY is to be notified when construction commences to assure the opportunity for inspections. CITY may reject responsibility for maintenance of sewer mains constructed without CITY's prior approval of construction plans or where the opportunity for inspections was not provided by TOWN.

17. Inspection of Sewer Lateral Construction TOWN shall have the primary responsibility for the inspection of individual sewer lateral construction in TOWN both on private property and in public rights of way. For laterals constructed in public rights of way or public sewer easements, TOWN shall provide CITY with information regarding exact location, date, and type of connection within ten (10) days of completion.
18. Connections to Existing CITY Maintained Sewers CITY retains the right to inspect all future direct connections to existing sewer mains maintained by CITY when such connections are being made. Not less than 24 hours advance notice of any proposed direct connection to a CITY maintained sewer main shall be furnished to CITY by TOWN prior to commencement of work on any such connection so as to provide CITY with the opportunity to inspect the actual connection to the sewer main.
19. Connections to CITY Owned Sewers CITY shall have the primary responsibility for the inspection of all connections made directly to sewer mains owned by CITY. The inspection of the sewer lateral construction, exclusive of the actual connection to the main, shall be as set forth in Section 17 above.
20. Backflow Prevention Devices TOWN shall require the installation of backflow prevention devices for all new sewer connections where the building served by the public sewer is so situated that

the lowest drain opening in the building is less than two (2) feet above the rim of the nearest upstream manhole. Such devices shall be installed so as to prevent the flow of sewage from publicly owned and maintained sewer mains into any building or structure.

21. Sewer Connection Permits Before connecting any individual dwelling or other structure in TOWN to any sewer facility that is or that eventually connects to a CITY maintained sewer, a CITY sewer connection permit must first be obtained for said connection from CITY. A sewer connection permit issued by the CITY shall be recognized as a TOWN sewer connection permit and the obtaining of a separate sewer connection permit from the TOWN shall not be required, except that the TOWN may notify the CITY in writing that after a specific date TOWN sewer connection permits must be obtained from the TOWN.

In order to obtain a CITY sewer connection permit, applicants must pay all appropriate fees established by CITY and TOWN. TOWN shall furnish CITY with all of its established fee schedules relating to sewers and shall send CITY written notification of any revisions affecting TOWN's sewer fees. CITY shall be responsible for collecting only those TOWN sewer fees that are in accordance with established fee schedules furnished to CITY by TOWN. TOWN fees shall be forwarded to TOWN by CITY on a quarterly basis. No administrative charge shall be applied to TOWN's fees.

TOWN shall send monthly reports of final building inspections, / in the area covered by this contract including sewer hook ups, on primary and secondary dwellings to CITY to ascertain that all appropriate connections have obtained permits from CITY.

CITY sewer permit fees shall be collected in accordance with the Los Altos Municipal Code and this Agreement.

22. Fees Due Prior to Connection In addition to the sewer fees established by the TOWN, the following fees shall be paid to CITY by property owners or developers prior to issuance of a CITY sewer connection permit:

- a. "Connection" fees shall be charged in accordance with Section 5-6.103 (a) (1) of the Los Altos Municipal Code plus an additional ten percent (10%). (Copy of current Municipal Code Section attached as Exhibit "A")
- b. "Capacity Acquisition" fees shall be charged in accordance with City of Los Altos Resolution No. 84-52 (Exhibit "B" attached hereto) and any subsequently adopted City resolutions establishing a schedule of capacity acquisition charges. CITY shall not adopt any schedule of acquisition charges which would increase the charge ~~until TOWN has had a reasonable opportunity to review and comment on the proposed new schedule of charges.~~ before the year 2000 without Town's prior approval. Thereafter City shall not adopt any schedule of acquisition charges until Town has had a reasonable opportunity to review and comment on the proposed new schedule of charges.

c. "In Lieu of Assessment" fees shall be paid to CITY by properties connecting to a CITY owned sewer main if that property was either not in an assessment district or was assessed for a lesser number of connections than is subsequently proposed. The amount of the fee shall be computed by the Los Altos City Engineer based upon the share of the cost of said sewer main and facilities the connecting property would have paid had it been assessed by an assessment district. Properties connecting to sewer mains constructed by Town administered assessment districts shall not be required to pay "In Lieu of Assessment" fees to CITY, but may be required to pay such fees to the TOWN if such fees have been established by TOWN.

23. Unpaid Fees Upon learning that any person in TOWN has connected to the sewer system without having paid all appropriate fees due TOWN and/or CITY under the terms of this Agreement, either party to this Agreement shall promptly notify the other and furnish any information concerning the connection and the identity of the person making the connection which the notifying party has obtained.

TOWN and CITY shall cooperate in efforts to collect unpaid sewer fees and TOWN shall make every reasonable effort to see that CITY is paid all appropriate sewer fees due from persons in TOWN.

24. Determination of Unreported Connections It shall be the responsibility of TOWN to control and manage sewer connections from properties within TOWN. In cases where CITY has reason to believe that certain properties in TOWN may be connected to the public sewer system, but such connections have not been adequately verified and reported to CITY, an investigation may be requested by CITY. Upon receiving such a request, TOWN shall promptly investigate the connection status of a subject property and shall verify whether or not the subject property is in fact connected to the public sewer system. CITY forces shall cooperate with TOWN in such investigations by performing dye tests and making other physical inspections under the supervision of TOWN.

TOWN shall cooperate with CITY regarding the adoption by TOWN of any appropriate ordinances concerning sewer fees and service charges which would enable CITY and TOWN to collect any unpaid monies from the owners of property in TOWN whose connection to TOWN's/CITY's sewer system is discovered after the connection was made.

25. Street Work The raising to grade of sewer manhole frames and covers, owned by TOWN, required in connection with street resurfacing projects within TOWN shall be accomplished promptly by TOWN.

26. Sewer Master Plan TOWN shall adopt a Master Plan for the present and future development of the collector system to serve the area of TOWN covered by this Agreement (area within TOWN's Sewer Assessment District No. 4 and area served by Pine Lane lift station) within three (3) years from the effective date of this Agreement. Future construction of sewers shall be in conformance with the Master Plan to assure adequacy of system design and maintenance.

27. Limited Rights Except as expressly provided herein, nothing contained in this Agreement shall be deemed to give CITY or TOWN any ownership rights or any other right, title or interest in or to the other party's sanitary sewerage system, or any part thereof.

28. Breach and Remedies

(a) Breach of Covenants In case of a breach or alleged breach on the part of either party in the performance of any of its obligations hereunder, notice of said breach shall be given to it in writing by the other party, delivered to the office of the Clerk thereof, or mailed to said office registered mail, postage prepaid, and said party shall have seventy-five (75) days from the date of delivery to cure said breach.

(b) Remedies

(1) Cumulative Each remedy conferred hereby or by the law shall be cumulative and may be exercised without regard to any other remedy conferred hereby or by the law.

(2) Waiver No waiver of any default or breach of duty or contract shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies herein.

(3) Delays No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be constructed to be a waiver of any such default.

29. Term of Agreement The term of this Agreement shall commence on July 1, 1984, and shall continue thereafter from year to year until terminated by either party hereto. Either party may terminate this Agreement on June 30th of any year by the giving of at least six (6) months written notice to the other party.

30. Insurance CITY shall maintain insurance covering the operations of CITY, its equipment and personnel, both within the limits of CITY and the limits of TOWN, and said insurance policies shall provide that they may not be cancelled without thrity (30) days written notice to TOWN. TOWN shall maintain insurance covering the operations of TOWN, its equipment and personnel, both within

the limits of CITY and the limits of TOWN, and said insurance policies shall provide that they may not be cancelled without thirty (30) days written notice to CITY. The insurance carried by each party pursuant to this paragraph shall name the other party as an additional insured, and a certificate stating coverage shall be sent to each party yearly.

31. Indemnification TOWN and CITY agree to each defend, save and hold harmless the other municipal corporation, and its respective officers, agents and employees from and against any and all claims, demands, suits, causes of actions, orders, decrees, or judgements for injury, or death, or damage to person or property, loss, damage and liability (including all costs and attorney's fees incurred in defending any claim, demand or cause of action) regardless of the theory or basis upon which the same may be instituted or brought, occasioned by, growing out of, or arising or resulting from any negligent error, omission or act on the part of TOWN or CITY, or its respective agents or employees as a result of the performance by TOWN or CITY of any acts required to be performed by TOWN or CITY, as the case may be, under this Agreement.

32. Records Each party hereto shall have the right to audit the books and records of the other pertaining to the matters covered by this Agreement.

33. 1961 Agreement From and after the effective date hereof, the 1961 Agreement shall be terminated, suspended, and of no further force or effect.
34. General Provisions This writing constitutes the entire Agreement between the parties hereto and no oral modifications may be made. Any and all prior oral agreements between the parties have been incorporated in full into this Agreement. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Agreement may be modified only by an instrument signed and executed by duly authorized executives and ratified by respective City Councils of CITY and TOWN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 26 day of March, 1985.

ATTEST:

CITY OF LOS ALTOS

A Municipal Corporation,

Annie Thomson

City Clerk

By

Narry Kallshman

Mayor

APPROVED AS TO FORM:

/s/ Robert K. Booth, Jr.

Los Altos City Attorney

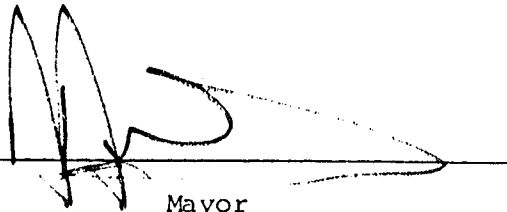
CITY OF THE TOWN OF LOS ALTOS HILLS,
A Municipal Corporation,

ATTEST:



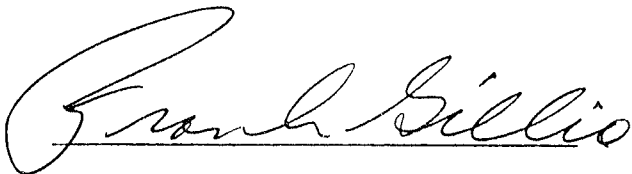
City Clerk

By



Mayor

APPROVED AS TO FORM:



Los Altos Hills City Attorney

EXHIBIT A

Sec. 5-8.103. Connection charges.

(a) *Los Altos Sewer System.*

(1) Connection charges to connect to the Los Altos Sewer System for property located in the City limits shall be Ninety-Five and no/100ths (\$95.00) Dollars per connection unit.

(2) Connection charges to connect to the Los Altos Sewer System for property located outside the City limits shall be One Hundred Ninety and no/100ths (\$190.00) Dollars per connection unit unless another rate is specifically agreed upon prior to connection by resolution of the Council.

(b) *Capacity rights.* No charge shall be made by the City for connections to the sanitary sewer system where the property has been assessed for, and has paid, or a lien has been established for capacity rights in the system in connection with assessment proceedings conducted by the City. Such charge for capacity rights shall be at least equal to the amount which would otherwise be charged pursuant to this section for each connection unit. Any connections over and above the number charged for the parcel in the assessment proceedings shall be paid, prior to issuance of a permit, in accordance with the then established connection charge.

(c) *Determination of connection units.* Connection units shall be determined in accordance with the following schedule:

<i>Type of Connection</i>	<i>Number of Connection Units</i>
Residential	1 per residence, residential unit, or apartment
All other	1 plus 1 additional unit for each 10 plumbing fixtures or fraction thereof over 10 ("plumbing fixtures" shall be as defined in the Uniform Plumbing Code)

(d) *St. Joseph Sewer System.* Connection charges for connections to the St. Joseph Sewer System and tributary sewers covered by reimbursing contracts, including, but not limited to, the Vista Los Altos Sewer System, shall be as follows:

(1) For each single-family residence connection, Ninety-Five and no/100ths (\$95.00) Dollars;

(2) For other than residence connections, Two Hundred Fifty and no/100ths (\$250.00) Dollars per acre, or fraction thereof;

(3) In the event such system is used as a collector by the individual connecting, an additional connection charge of Two and no/100ths (\$2.00) Dollars per lineal foot of frontage shall be made for each connection from property directly fronting on such sewer line extension; provided, however, the minimum charge for each connection with any such property having a frontage of eighty (80') feet or less shall be One Hundred Sixty and no/100ths (\$160.00) Dollars; the maximum charge for each connection with any such property having a frontage greater than eighty (80') feet but less than 200 feet shall be Four Hundred and no/100ths (\$400.00) Dollars; and the charge for each connection with any such property having a frontage of more than 200 feet shall be fixed by negotiation at the time of connection. In the event any system or tributary is used as a trunk rather than as a collector, the only charge shall be Ninety-Five and no/100ths (\$95.00) Dollars for each single-family residence connection or for all others Two Hundred Fifty and no/100ths (\$250.00) Dollars per acre, or fraction thereof.

(§§ 3, 4, Ord. 138, as amended by § 2, Ord. 323, eff. June 24, 1965, and § 1, Ord. 350, eff. April 21, 1966)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ESTABLISHING A SCHEDULE OF SEWER CAPACITY ACQUISITION CHARGES

WHEREAS, the City of Los Altos by virtue of Resolution 67-52 has indicated its willingness to accept connections for sewer service from outside its incorporated limits, and

WHEREAS, the City of Los Altos by virtue of Resolution 69-7, a copy of which is hereto attached as Exhibit 'A', established a schedule of capacity acquisition charges for sewer service, and

WHEREAS, said schedule does not specify amounts beyond 1984, and

WHEREAS, the City of Los Altos will continue to accept connections for sewer service from outside its incorporated limits beyond 1984.

NOW, THEREFORE, BE IT HEREBY RESOLVED that, in equity, the following schedule of capacity acquisition charges for the calendar years through 2000 be adopted:

Calendar Year	1985	\$ 713.20
	1986	784.52
	1987	862.97
	1988	949.26
	1989	1,044.19
	1990	1,148.61
	1991	1,263.47
	1992	1,389.82
	1993	1,528.80
	1994	1,681.68
	1995	1,849.85
	1996	2,034.83
	1997	2,238.31
	1998	2,462.15
	1999	2,708.36
	2000	2,979.20

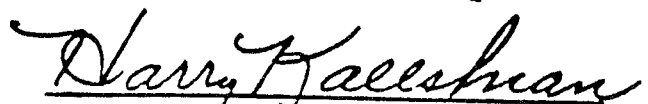
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I HEREBY CERTIFY that the foregoing Resolution was adopted by the Council of the City of Los Altos at a meeting of said Council held on the 17th day of July, 1984, by the following roll call vote:

AYES: Mayor Kallshian, Councilmen Cullinan, Eng, Verlot,
and Councilwoman Reed

NOES: None

ABSENT: None


Mayor

ITEM 3 - COLLECTION SYSTEM MAINTENANCE COSTS

Cost of collection system maintenance in TOWN shall be based on actual services provided.

Cost of Collection System = $\frac{1}{\text{Total No. of Town Units}}$ X Estimated collection system maintenance cost in TOWN*
Maintenance per Unit

*Based on hours of service and at an hourly rate including labor, fringe benefits, equipment, materials, and incidental services. The hourly rate shall be determined each year by the Los Altos City Engineer and shall be identified in the CITY's operating budget.

The number of hours of service shall be estimated by averaging the hours of service for the previous three years. In years prior to FY 82-83, the hours of service shall be estimated and from FY 82-83 and beyond, actual time records of hours of service will be used. If in the previous service year the City incurred "outside" costs (i.e. emergency repair work by contractors, sewage backup damages, etc.), the maintenance cost estimate based on hours of service shall be adjusted so as to reimburse the CITY for "outside" costs.

ITEM 4 - PINE LANE LIFT STATION EXPENSES

Cost of Pine Lane = $\frac{1}{\text{Total Number of TOWN units}}$ X $\frac{\text{No. of TOWN units through station}}{\text{Total Units through station}}$ X Estimated annual cost of maintenance and operation*
Lift Station per Unit

*Cost to include labor, fringe benefits, equipment, materials, electricity, alarm system costs, an allocation for future equipment replacement, and any other services directly related to the lift station. Labor hours shall be estimated using the average of the previous three years of actual hours of service.

ITEM 5 - INCIDENTAL COSTS

Item 5a - Engineering and Supervision

A fee of 7% of Items 1 through 4 shall be included in the annual charge for Engineering and Supervision.

Item 5b - General Overhead Expenses

A fee of 8% of Items 1 through 4 shall be included in the annual charge for General Overhead Expenses.

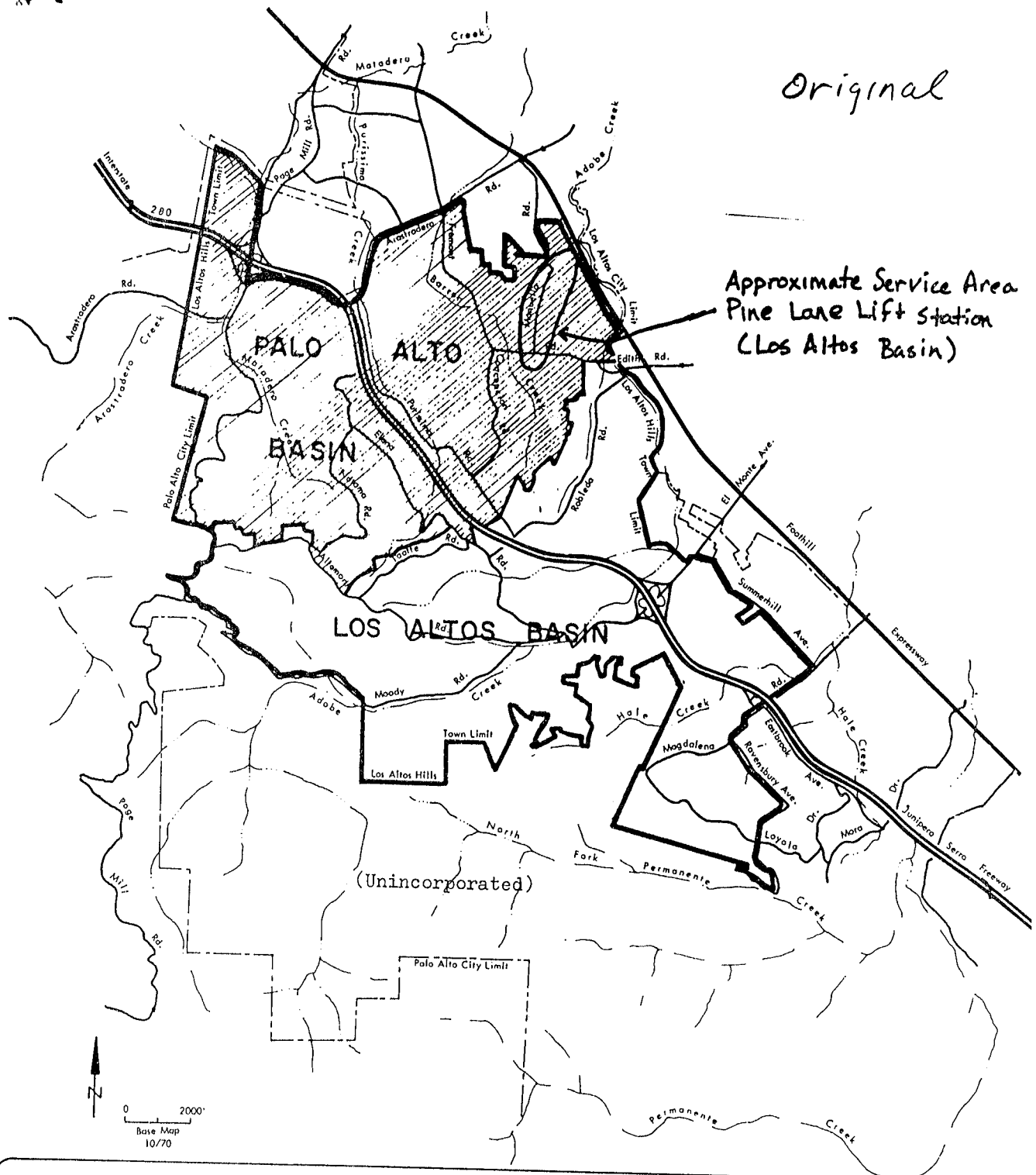
ITEM 6 - TOWN'S SEWER RESERVE FUND

The annual sewer service charge shall include a charge for the TOWN's Sewer Reserve Fund at the written request of TOWN. The amount shall be established by TOWN and shall be included by CITY in the annual sewer service charge. CITY may decline to include reserve funds in years in which no rate changes are proposed but in the third consecutive year with no change, CITY shall include funds for reserve if so requested. Funds are to be paid to TOWN by January 31 and May 31 in tax year collected.

SUMMARY

The total annual sewer service charge per unit for TOWN properties served by CITY shall be the sum of Items 1 through 6.

Original



Approximate Service Area
Pine Lane Lift Station
(Los Altos Basin)

SANITARY SEWER BASINS

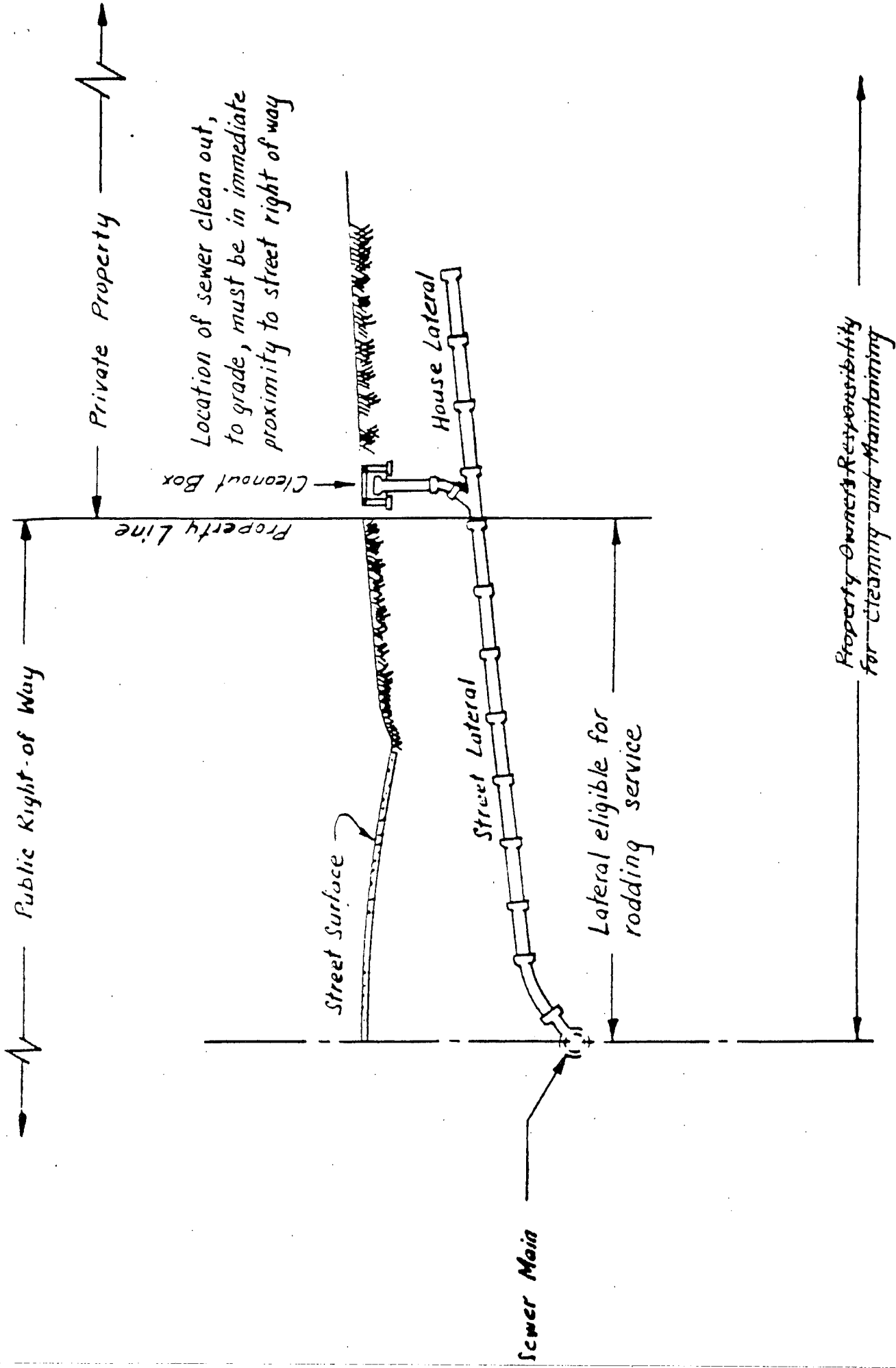
TOWN OF LOS ALTOS HILLS, CALIFORNIA

WILLIAM SPANGLE & ASSOCIATES

CITY & REGIONAL PLANNERS



EXHIBIT "D"



CROSS SECTION

SEWER LATERALS OCCURRING