

1902 - Serving Our Community for over 115 Years - 2021
**WEST BAY SANITARY DISTRICT
AGENDA OF BUSINESS
REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, MAY 26, 2021 AT 7:00 P.M.
RONALD W. SHEPHERD ADMINISTRATION BUILDING,
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025**

Board Members

Fran Dehn, President
David Walker, Secretary
Roy Thiele-Sardiña, Treasurer
Edward P. Moritz, Member
George Otte, Member

District Manager

Sergio Ramirez

District Legal Counsel

Anthony Condotti, Esq.

AGENDA OF BUSINESS

NOTICE OF PUBLIC PARTICIPATION BY TELECONFERENCE or ZOOM ONLY

Pursuant to Governor Newsom's Executive Order N-29-20, members of the West Bay Sanitary District Board of Directors and Staff may participate in this meeting via a teleconference. In the interest of reducing the spread of COVID- 19, members of the public are allowed to participate telephonically or by Zoom, and may submit comments in advance by email addressed to treese@westbaysanitary.org by 4:00 p.m. on Wednesday, May 26^h.

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at: <https://zoom.us/j/96381990883?pwd=RE5JN3FTc3BWZlZ5RVQ0MU1iZlZ4Zz09>
Meeting ID: 963 8199 0883 Passcode: 698005

Or by phone, call: 1-669-900-6833 Meeting ID: 963 8199 0883 Passcode: 698005

Following receipt of public comment and open session items, the Board will adjourn to closed session. Reportable action, if any, will be available upon inquiry within twenty-four (24) hours.

NOTE: The Board may take action on any agendized item unless specifically designated a "discussion" item or a "report."

1. Call to Order and Roll Call

2. Communications from the Public

3. Consent Calendar

Matters listed under this item are considered routine and will be enacted by one motion. The motion, seconds, and vote are applicable to any included resolutions and recorded accordingly. There will be no separate discussion of these items unless specifically requested by a member of the Board.

A. Approval of Minutes for Special meeting May 5, 2021 Pg. 3A-1

B. Approval of Minutes for Regular meeting May 12, 2021 Pg. 3B-1

C. Consideration of a Resolution of Intention to Annex Certain Territory (20 Sioux Way) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing Pg. 3C-1

D. Consideration of a Resolution of Intention to Annex Certain Territory (155 Grove Drive) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing Pg. 3D-1

E. Bank of the West Monthly Investment Portfolio Statements Pg. 3E-1

- F. Consideration of Resolution Accepting Deed of Easement Pursuant to Class 3 Sewer Permit No. 1102 for the Construction of Wastewater Facilities for 40 Sioux Way, Portola Valley, California Pg. 3F-1
 - G. Consideration of Resolution Authorizing the District Manager to Execute Quitclaim Deed of Sanitary Sewer Easement at 27 Sargent Lane, Atherton, California Pg. 3G-1
 - H. Consideration of Resolution Accepting Deed of Easement for District Main Sewer Facilities at 27 Sargent Lane, Atherton, California Pg. 3H-1
4. Report on Insurance Market Update & Insurance Renewals FY 2021-22 Pg. 4-1
 5. District Manager's Report Pg. 5-1
 6. Consideration to Approve Resolution Approving Amendment No.8 To The Maintenance Services Agreement Between West Bay Sanitary District And The Town Of Woodside For Sanitary Sewer Maintenance Services And Authorize The District Manager To Execute the Amended Agreement On Behalf Of The District Pg. 6-1
 7. Consideration to Establish Date and Time of Public Hearing to Consider Annual Tax Roll Sewer Service Charge Report for Fiscal Year 2021/2022 Pg. 7-1
 8. May 26th Update Report on District Response to Corona Virus Pg. 8-1
 9. Report and Discussion on Sharon Heights Recycled Water Plant Pg. 9-1
 10. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 10-1
 11. Report and Discussion on South Bayside Waste Management Authority (SBWMA) Pg. 11-1
 12. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 12-1
 13. Closed Session
 - A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH LABOR NEGOTIATORS
Agency designated representatives: District Manager/Legal Counsel
Unrepresented & Exempt employees: Unrepresented & Exempt Staff
 - B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Cal. Govt. Code §54956.9(d))
Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* – SM CSC Case No. 18CIV02183
 14. Consideration to Adopt Resolution Establishing Rates of Pay and Related Compensation Provisions Pg. 14-1
 15. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
 16. Adjournment

The West Bay Sanitary District does not discriminate against persons with disabilities. Upon request, the agenda and agenda packet can be provided in a format to accommodate special needs. If you require a copy of the agenda or related materials in an alternative format to accommodate a disability, or if you wish to attend this public meeting and will require special assistance or other special equipment, please call the District at (650) 321-0384 at least five days in advance and we will make every reasonable attempt to provide such an accommodation.



1902 - Serving Our Community for over 110 Years - 2021

**WEST BAY SANITARY DISTRICT
MINUTES OF THE SPECIAL MEETING OF THE DISTRICT BOARD
WEDNESDAY, MAY 5, 2021 AT 12:00 P.M.**

1. Call to Order

President Dehn called the meeting to order at 12:00 PM.

2. Roll Call

BOARD MEMBERS PRESENT: Dehn, Walker, Thiele-Sardiña, Moritz, Otte

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Ramirez, Reese, Kitajima, Fisher, Beyer, Hulsmann,
Scheidt

Others Present: None

3. Communications from the Public: None

4. Fiscal Year 2021/22 Budget Workshop – Discussion of General Fund, Capital Fund, Reserves, Recycled Water Fund, and Solid Waste Fund

Comments: District Manager Ramirez and staff presented the FY 2021-22 draft budget to the Board and discussed each item. The Board recommended the following to the proposed budget:

- Bring an agenda item to the next Board meeting to consider the approval of the Unfunded Accrued Liability (UAL) pay off;
- Research leasing a hybrid vehicle for the District Manager versus a purchase;
- Consider increasing the interest income from \$250,000.00 to \$350,000.00;
- Consider opening a Treatment Plant reserve fund;

The General Fund was proposed to expend \$10,281,677, excluding depreciation for direct District Operations, \$12,396,490 for SVCW, and \$6,000 for Non-Operating expenses. The Solid Waste Fund was proposed to expend \$65,000, including \$48,000 in allocated overhead from the General Fund. The Recycled Water Fund was proposed to expend \$492,996, excluding depreciation, and \$662,911 in Non-Operating expenses, all of which are reimbursed by the agreement with SHGCC.

The Capital projects were listed and explained. The consensus of the Board was to present the proposed budget in June.

5. Adjournment Time: The meeting was adjourned at 1:27 p.m.

Secretary

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1902 - Serving Our Community for over 115 Years - 2021

**WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, MAY 12, 2021 AT 7:00 P.M.**

1. Call to Order

President Dehn called the meeting to order at 7:00 PM

Roll Call

BOARD MEMBERS PRESENT: President Dehn, Secretary Walker, Treasurer Thiele-Sardiña, Director Moritz, Director Otte

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Ramirez, Fisher, Beyer, Condotti by Zoom

Others Present: Barbara Beard with MIG, Christina Lau with MIG, Tammy Delbene with Recology, Tay Peterson with MIG, Joe La Mariana with SBWMA, and resident, Chris Buja.

- 2. Communications from the Public:** Resident Chris Buja asked about the timeframe for the reimbursement agreement payments for certain connections. District Manager Ramirez explained that payments are made only after projects are finalized by the District. The District Manager and Finance Manager will address Mr. Buja's concern.

- 3. Consideration to Adopt Resolution Certifying the Final Environmental Impact Report and Adopt the Mitigation Monitoring and Reporting Program for the Flow Equalization & Resource Recovery Facility Levee Improvement and the Bayfront Recycled Water Treatment Facility Project**

Motion to Approve by: Moritz 2nd by: Sardiña Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: Rich Laureta with Freyer & Laureta presented a report on the EIR as well as Barbara Beard with MIG. President Dehn asked if MIG had a list of entities who received the EIR, specifically Menlo Park. Ms. Beard confirmed the City of Menlo Park received a copy of the EIR but did not comment during the EIR comment period. Mr. Laureta and Ms. Beard reported that most of the comments for the project were favorable.

- 4. Consideration to Adopt Resolution Approving the Flow Equalization & Resource Recovery Facility Levee Improvement and the Bayfront Recycled Water Treatment Facility**

Motion to Approve by: Sardiña 2nd by: Otte Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: None.

5. **1) Adoption of a Resolution to Amend West Bay Sanitary District Amended and Restated Franchise Agreement with Recology San Mateo to Add an Additional Route for Collection of Bulky Items and Abandoned Waste, and 2) Adoption of a Resolution approving a Third Amendment to the South Bayside Waste Management Authority (SBWMA) Joint Powers Authority Agreement (Agreement) for the Purpose of Updating and Conforming Provisions of the Agreement**

1) Motion to Approve by: Moritz 2nd by: Sardiña Vote: AYE: 5 NAY: 0 Abstain: 0
2) Motion to Approve by: Walker 2nd by: Otte Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: Joe La Mariana Executive Director of SBWMA reported on the two items and why the Board should consider adoption of the resolutions. The fiscal impact for resolution number 1 is \$12,121.00.

6. ***Consent Calendar***

Motion to Approve by: Walker 2nd by: Sardiña Vote: AYE: 5 NAY: 0 Abstain: 0

CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR

Comments: None.

- A. Approval of Minutes for Regular meeting April 28, 2021
- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru April 30, 2021
- C. WBSD Operations and Maintenance Report – April 2021
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – April 2021
- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – April 2021
- F. Consider Resolution Authorizing the President and Secretary to Enter into Agreement Creating Covenants Running With the Land for 30 Cheyenne Point, Portola Valley
- G. Consideration of Resolution Authorizing President and Secretary of the District Board to Enter into Reimbursement Agreement Between the Bandel and Paula Carano Trust and the West Bay Sanitary District
- H. Consideration of Resolution Authorizing President and Secretary of the District Board to Enter into Reimbursement Agreement Between Rebecca Flynn, Alexander Moissis & William Kelly and the West Bay Sanitary District

7. **Consider Authorizing the District Manager to enter into Agreement for Engineering and Geotechnical Services for the “New Metal Storage Building” with Freyer & Laureta, Inc.**

Motion to Approve by: Otte 2nd by: Walker Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: None.

8. **Consider a General Regulation Amending the Code of General Regulations for Section 901. Sewer Connection Charges (03) Charges by Type of Connection – Accessory Dwelling**

Motion to Approve by: Sardiña 2nd by: Otte Vote: AYE:5 NAY: 0 Abstain: 0

Comments: District Counsel, Tony Condotti reported on the new state law language required for Accessory Dwelling Units (ADU) and the need to amend the Code of General Regulations.

9. **Consideration to Approve the Financial Statements FY 2020-21, Third Quarter Ending 3/31/2021**

Motion to Approve by: Sardiña 2nd by: Walker Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: Finance Manager Fisher presented the Financial Statements FY 2020-21 to the Board for consideration.

10. **Consideration to Approve Payoff of District’s Unfunded Accrued Liability with California Public Employees Retirement System**

Motion to Approve by Sardiña 2nd by: Otte Vote: AYE: 5 NAY: 0 Abstain:

Comments: Finance Manager Fisher presented options to pay off the District’s Unfunded Accrued Liability (UAL) with CalPERS. The three options were discussed and the Board approved Option 3, to pay off the full UAL balance before June 30, 2021 to achieve the optimal savings.

11. **District Manager’s Report**

1) Comments: **Administrative:**

- a. Staff held a Budget workshop with the Board of Directors on May 5, 2021 where the Board provided input and direction. The proposed budget will be presented to the Board on June 9, 2021 Regular Board Meeting.
- b. Personnel Policy has been updated with the assistance of the Personnel Committee. The policy is now being reviewed by District’s Counsel and should be ready for the Board Meeting on May 12, 2021.
- c. District Manager is working with the Office Manager to reorganize the Administrative Staff to provide admin support to all department heads. Administrative staff returned to work in the office full time on May 3, 2021

2) **Finance:**

- a. The Finance Advisory Committee will be scheduled to review the Investment Policy once District Counsel has reviewed the revised draft policy.
- b. The Finance Manager is preparing a plan to pay down the District's CalPERS Unfunded Accrued Liability.

3) **CIP & IT Projects:**

a. **Levee Improvement Project:**

- i. The Environmental Impact Review for the Levee Improvement and Bayfront Recycled Water Treatment Facility Project at the Flow Equalization and Resource Recovery Facility (FERRF) will come to the Board for certification and approval.
- ii. Staff is working on presenting a paper on the Bayfront Ecotone Levee project at the Society for Ecological Restoration conference (SER). The conference is scheduled virtually and will take place in June 2021.

b. **Construction Capital Improvement Program (CIP)**

- i. Aztec Consultants has mobilized in preparation to build the Metal Storage Building at the Flow Equalization Resource Recovery Facility.
- ii. Precision Pipeline continues to work on this year's CIP project and could begin to work on Ringwood Ave. in Menlo Park soon.
- iii. Freyer & Laureta is working on the Bay Front Improvement projects including the Influent Pump Station.

4) **Operations and Maintenance:**

a. **Collection System:**

- i. Crews have been working on Basin to Basin work in the District and in Los Altos Hills.

b. **Training:**

- i. Twenty two of the twenty four maintenance staff are now certified in CWEA Collection System Maintenance.

5) **Water Quality:**

a. **Sharon Heights Golf and Country Club (SHGCC):**

- i. The recycled water plant has been operating well. Staff is regularly working with SHGCC staff to better predict their water requirements.

b. **Bayfront Recycled Water Facility (BRWF):**

- i. After approving the EIR, the next step will be to enter into developer agreements with developers in the Bayfront Area.

c. **West Bay:**

- i. Staff is evaluating other agencies Operator In Training programs.

6) **Fleet and Facilities:**

a. **Vehicle Maintenance:**

- i. Staff is reviewing the option to lease certain hybrid vehicles and evaluating a long term plan to transition to more fuel efficient vehicles where it makes sense.

7) **Personnel:**

- i. The District's new Modification (Ex-Mod) factor is .76 well below the industry standard. The Ex-Mod factor is the factor by which a standard workers compensation premium is multiplied to reflect an insured actual loss experience.

8) **Upcoming Events:**

- a. **Regular Board Meeting:** May 12, 2021
- b. **Next Regular Board meetings:** May 26, 2021

9) **Misc./Action Items from Previous Meeting:**

- a. **West Bay SSOs:** Zero SSOs for April 2021.
- b. **LAH Contract:** LAH had one SSO in April.
- c. **Town of Woodside Contract:** Staff should receive the amended agreement soon.
- d. **Revenue:** Late notices have been sent to rate payers who are over 90 days late in paying the Sewer Service Charge for FY20/21. These rate payers are billed manually. To-date the District is owed approximately \$31,682.52.

12. **Consideration to Approve Resolution Updating District Personnel Policies**

Motion to Approve by: Otte 2nd by: Walker Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: District Manager Ramirez presented the updates to the Board for consideration.

13. **May 12th Update Report on District Response to Corona Virus**

Comments: District Manager Ramirez reported West Bay's front office staff is back to working in the office full time and are continuing to have the front office opened to the public Monday through Friday. Over 50% of all staff are now vaccinated.

14. **Report and Discussion on Sharon Heights Recycled Water Plant**

Comments: District Manager Ramirez reported there has been a Comcast communication issue that is being resolved at the treatment plant. Water Quality Manager Beyer further reported that the Comcast problems began approximately 6 months ago and they were intermittent communication failures between the pump station and the treatment plant. Another issue was when it was discovered that a contractor at a nearby construction project hit a Comcast fiber leading to the plant. The District had Comcast change out many components leading into the plant to help solve some of the other connection issues. Beyer further reported other issues including low flows at the Phil Scott Pump Station. Low flows are primarily due to the COVID-19 stay at home order. SHGCC has requested and has offered to pay for a flow study at Avy and Altshul. Board consensus was to give direction to District Manager Ramirez that it is within his authority to approve such study.

15. Discussion and Direction on Bayfront Recycled Water Project and Status Update

Comments: District Manager Ramirez reported that the District's project has been selected to be featured by the Society Ecological Restoration Conference in June. District counsel Condotti is working on the recycled water code for the District. SRF application has been submitted to the State.

16. Report & Discussion on South Bayside Waste Management Authority (SBWMA)

Comments: President Dehn reported the next meeting will be held on May 27th.

17. Report, Discussion & Direction on Silicon Valley Clean Water (SVCW) and Discussion on SVCW CIP Program and Financing

Comments: Director Otte reported the next Commission meeting will be held on May 17th.

18. Closed Session

Entered closed session at 9:23 p.m. Left closed session at 10:12 p.m.

Reportable action: None.

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH LABOR NEGOTIATORS

Agency designated representatives: District Manager/Legal Counsel
Unrepresented & Exempt employees: Unrepresented & Exempt Staff

B. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)

Chan, Moreno, Vestnys, Pebbles v. WBSD – San Mateo County Court Case No. 19CIV07567

19. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda

Comments: Secretary Walker requested the Board discuss ADU connection fees. Director Moritz requested a discussion on how the staff proposes to use funds in LAIF.

20. Adjournment Time: The meeting was adjourned at 10:20 PM



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 3C**

To: Board of Directors

**From: Bill Kitajima, Projects & IT Manager
Jonathan Werness, Engineering Technician**

Subject: Consideration of a Resolution of Intention to Annex Certain Territory (20 Sioux Way) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing

Background

This property will utilize a STEP (Septic Tank Effluent Pump) system; consequently this property must be annexed into the District's On-Site Wastewater Disposal Zone. The proponent shall be required to install a STEP system that will connect to the existing force main on Sioux Way.

Notice of the Public Hearing is required in accordance with the Government Code and during the notice period, staff shall seek written approval for the proposed annexation from all affected agencies.

Analysis

During the notice period staff shall work with the proponent to obtain design, easement and other approvals, which shall be presented to the Board when the Class 3 Permit is issued.

Fiscal Impact

None.

Recommendation

The Projects and IT Manager recommends that the District Board adopt the attached Resolution of Intention to Annex Certain Territory to the West Bay Sanitary District On-Site Wastewater Disposal Zone and request July 14, 2021 as the date of the public hearing.

Attachments: Resolution
Exhibit A – Plat & Legal
Exhibit B – Site Map
Exhibit C - LAFCo Certificate of Completion

RESOLUTION NO. _____(2021)

**RESOLUTION OF INTENTION TO ANNEX CERTAIN TERRITORY TO THE WEST BAY
SANITARY DISTRICT ON-SITE WASTEWATER DISPOSAL ZONE**

Lands of Donofrio

The District Board of West Bay Sanitary District finds and determines as follows:

A. This Resolution of Intention is adopted pursuant to the District's "Zone Master Annexation Resolution" ("ZOMAR"), which was adopted by the District Board August 12, 1996. The provisions of ZOMAR are incorporated by reference into this Resolution of Intention.

B. The District has received an application to annex a parcel of real property (the "Parcel") to the District's On-Site Wastewater Disposal Zone (the "Zone"). The Parcel is described in Exhibit "A" attached to this Resolution of Intention and the description contained in the Exhibits are incorporated by reference. The name and address of the applicants and the number, type, volume and location of on-site wastewater disposal systems which are proposed to operate on the parcels to be annexed are described in Exhibit "B" attached to this Resolution of Intention and the information contained in the Exhibit are incorporated by reference.

C. The applicants have demonstrated to the satisfaction of the District Board that the Parcel constitutes "real property" for the purposes of Section 2(b) of ZOMAR in that:

All of the conditions described in Subsections i., ii., iii., iv. and v. of ZOMAR Section 2(b) are satisfied; or

Other conditions exist which demonstrate that the Parcel will benefit directly or indirectly from the activities of the Zone. If applicable, those conditions are also set forth in Exhibit "B" and are incorporated by reference.

D. All of the conditions and requirements of ZOMAR Sections 2(a), 2(c), 2(d) and 2(e) have been fully satisfied.

In consideration of the foregoing findings and determinations,

IT IS RESOLVED by the District Board as follows:

1. It is the intention of the District Board to annex the Parcel to the Zone pursuant to the provisions of ZOMAR and applicable provisions of law.
2. In conjunction with a meeting of the District Board to be duly and regularly called and conducted, the Board will conduct a Public Hearing for the purpose of considering all matters pertaining to this Resolution of Intention.

The time, date and place of the Public Hearing are:

Date: July 14, 2021
Time: 7:00 PM
Place: West Bay Sanitary District Offices
500 Laurel Street
Menlo Park, CA 94025

& via Zoom

At the Public Hearing, all interested persons will be heard.

3. This Resolution of Intention shall be published and copies shall be delivered to the persons and entities as specified in ZOMAR Section 2(e)(i.).
4. A true copy of this Resolution of Intention shall promptly be filed for record in the office of the County Recorder of the County of San Mateo.
5. The District Manager shall cause the matters set forth in Sections 3 and 4 of this Resolution of Intention to be completed as directed.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 26th day of May, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

Attest:

Secretary of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

EXHIBIT "A"

Date: December 17, 2020
Annexed to: West Bay Sanitary District
Name of Annexation: West Bay Sanitary

Geographic Description

All that certain real property, situate in Rancho El Corte Madera, Town of Portola Valley, County of San Mateo, State of California, described as follows:

Being all of Lot 6, Block 1, "Tract No. 774 Arrowhead Meadows Unit No. 4, being a portion of the Rancho El Corte Madera, San Mateo County, California", filed in the office of the Recorder of the County of San Mateo, State of California on March 17, 1959 in Book 50 of Maps at Pages 45 to 48, more particularly described as follows:

Commencing at the most Northerly corner of Resolution No. 1234; being also a point on the northerly right of way of Sioux Way (50 feet wide); thence along said resolution northerly line and said right of way, from which a radial line bears North 24°31'14" East, along non-tangent curve to the right with a radius of 575.00 feet, through a central angle of 2°26'27", an arc length of 24.50 feet to the **Point of Beginning**.

From the **Point of Beginning**; thence:

Course 1.) North 61°00'00" East, 222.97 feet; thence

Course 2.) North 84°56'17" East, 144.93 feet; thence

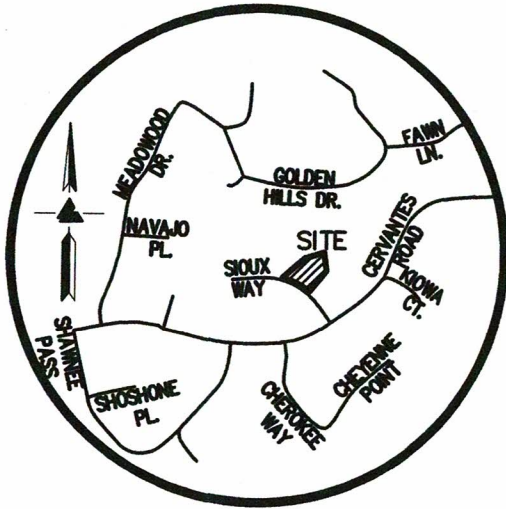
Course 3.) South 03°25'00" West, 134.89 feet; thence

Course 4.) South 49°53'19" West, 199.12 feet to said resolution northerly line and said right of way; thence

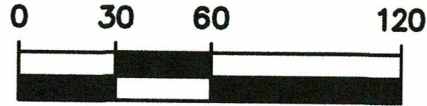
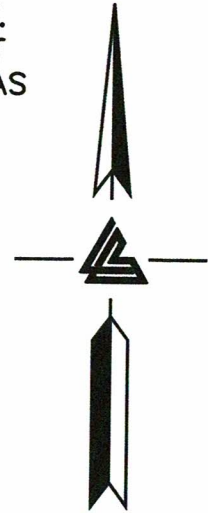
Course 5.) Northwesterly along said resolution northerly line and said right of way, from which a radial line bears North 49°53'19" East, along non-tangent curve to the left with a radius of 575.00 feet, through a central angle of 22°55'38", an arc length of 230.09 feet to the **Point of Beginning** containing 1.14 acres, more or less.

For assessment purposes only. The description is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.





FOR ASSESSMENT PURPOSES ONLY.
THIS DESCRIPTION OF LAND IS NOT
A LEGAL PROPERTY DESCRIPTION AS
DEFINED IN THE SUBDIVISION MAP
ACT AND MAY NOT BE USED AS
THE BASIS FOR AN OFFER FOR
SALE OF THE LAND DESCRIBED.

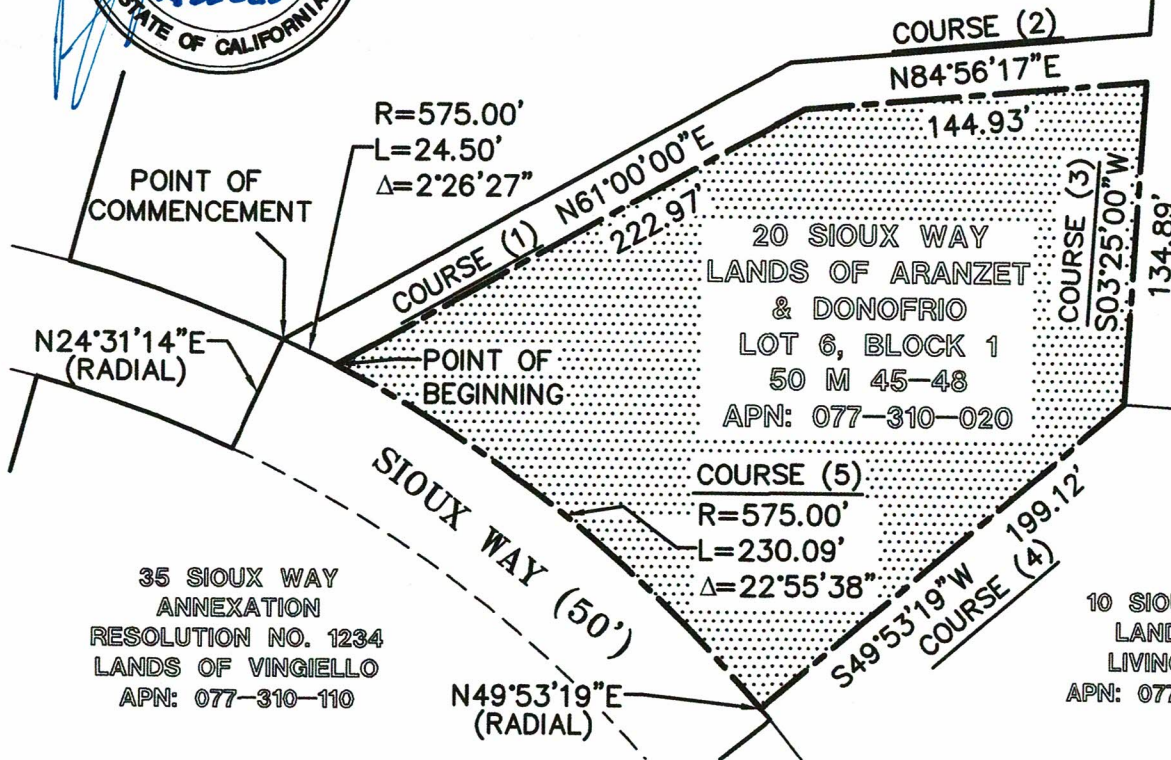


SCALE: 1" = 60'



40 SIOUX WAY
ANNEXATION
LANDS OF BURREL
APN: 077-310-040

LANDS OF
CALIFORNIA
WATER
SERVICE
COMPANY
APN:
077-310-030



35 SIOUX WAY
ANNEXATION
RESOLUTION NO. 1234
LANDS OF VINGIELLO
APN: 077-310-110

10 SIOUX WAY
LANDS OF
LIVINGSTON
APN: 077-310-210



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

BAY AREA REGION
2495 INDUSTRIAL PKWY WEST
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SACRAMENTO REGION
3017 DOUGLAS BLVD, # 300
ROSEVILLE, CA 95661
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(F) (916) 797-7363

WWW.LEABRAZE.COM

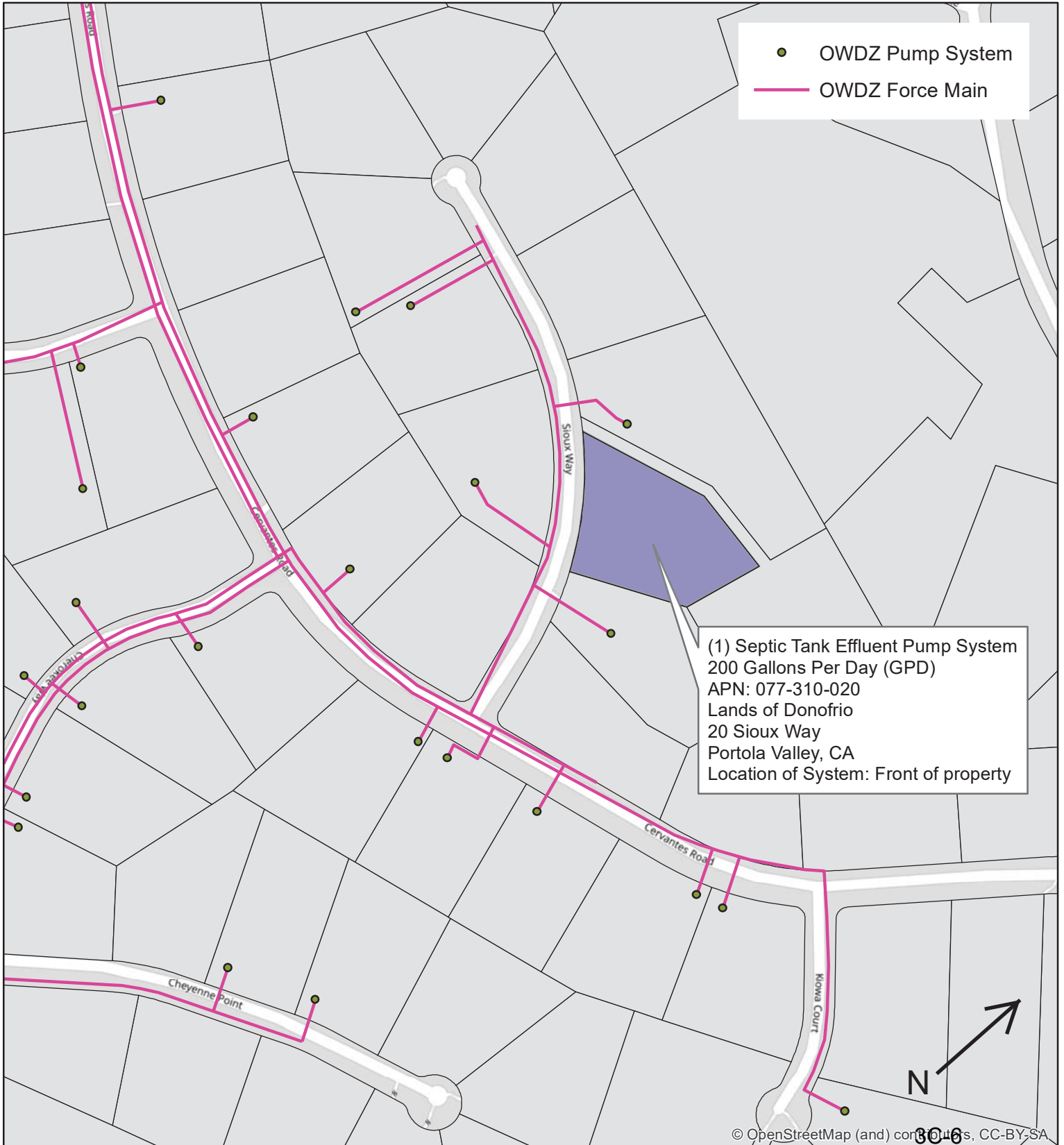
EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED SEWER ANNEXATION
LANDS OF ARANZET & DONOFRIO
TOWN OF PORTOLA VALLEY
SAN MATEO COUNTY, CALIFORNIA

JOB NO 2201668 CI

SCALE: 1" = 60'



WEST BAY SANITARY DISTRICT
EXHIBIT "B"
SITE LOCATION
20 SIOUX WAY
PORTOLA VALLEY, CA
STEP SYSTEM





LOCAL AGENCY FORMATION COMMISSION

455 COUNTY CENTER, 2ND FLOOR • REDWOOD CITY, CA 94063-1663 • PHONE (650) 363-4224 • FAX (650) 363-4849

CERTIFICATE OF COMPLETION

Pursuant to Government Code Section 57200, this Certificate is issued by the Executive Officer of the Local Agency Formation Commission of San Mateo County, California.

1. The short-form designation, as determined by LAFCo, is Annexation of 20 Sioux Way, Portola Valley to the West Bay Sanitary District.
2. The name of each district or city involved in this change of organization or reorganization and the kind or type of change of organization ordered for each city or district are as follows:

City or District

Type of Change of Organization

West Bay Sanitary District

Annexation

3. The above-listed cities and/or districts are located within the following counties: San Mateo County only.
4. A description of the boundaries of the above-cited change of organization or reorganization is shown on the attached map, marked Exhibit A and by reference incorporated herein.
5. The territory involved in this change of organization or reorganization is uninhabited.
6. This change of organization has been approved subject to the following terms and conditions, if any: None.
7. The resolution confirming this change of organization was adopted on March 19, 2021 by LAFCo, is marked Exhibit B, and by reference incorporated herein.

I hereby certify that I have examined the above-cited resolution, including any terms and conditions, and the map description and have found these documents to be in compliance with Resolution 1259, adopted on March 19, 2021.

Dated: April 21, 2021

Martha Poyatos
Executive Officer

- COMMISSIONERS:** WARREN SLOCUM, CHAIR, COUNTY ▪ MIKE O'NEILL, VICE CHAIR, CITY ▪ HARVEY RARBACK, CITY ▪ DON HORSLEY, COUNTY
▪ JOSHUA COSGROVE, SPECIAL DISTRICT ▪ RIC LOHMAN, SPECIAL DISTRICT ▪ ANN DRAPER, PUBLIC
- ALTERNATES:** KATI MARTIN, SPECIAL DISTRICT ▪ DIANA REDDY, CITY ▪ JAMES O'NEILL, PUBLIC ▪ DAVE PINE, COUNTY
MARTHA POYATOS, EXECUTIVE OFFICER ▪ REBECCA ARCHER, LEGAL COUNSEL ▪ ROB BARTOLI, MANAGEMENT
- STAFF:** ANALYST ▪ ANGELA MONTES, CLERK

LAFCo File No. 21-01

RESOLUTION NO. 1259

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 21-01 -
ANNEXATION OF 20 SIOUX WAY, PORTOLA VALLEY
TO THE WEST BAY SANITARY DISTRICT,
WAIVING CONDUCTING AUTHORITY PROCEEDINGS, AND ANNEXATION
TO THE ON-SITE WASTEWATER DISPOSAL ZONE**

RESOLVED, by the Local Agency Formation Commission of the County of San Mateo, State of California, that

WHEREAS, a proposal for the annexation of certain territory to the West Bay Sanitary District in the County of San Mateo was heretofore filed with the Executive Officer of this Local Agency Formation Commission pursuant to Title 5, Division 3, commencing with Section 56000 of the Government Code; and

WHEREAS, the Executive Officer has reviewed the proposal and prepared a report, including the recommendations thereon, the proposal and report having been presented to and considered by this Commission; and

WHEREAS, it appears to the satisfaction of this Commission that all owners of the land included in the proposal consent to the proceeding; and

WHEREAS, a public hearing by this Commission was held on the proposal and at the hearing this Commission heard and received all oral and written protests, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to the proposal and the Executive Officer's report; and

**APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063**

WHEREAS, the landowners and District have requested that the Commission waive conducting authority proceedings pursuant to government code Section 56837(c); and

WHEREAS, the proposal is categorically exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15319(a) & (b) (Annexations of Existing Facilities and Lots for Exempt Facilities); and

NOW, THEREFORE, the Local Agency Formation Commission of the County of San Mateo DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

Section 1. This proposal is approved, subject to the following conditions: None.

Section 2. The boundaries as set forth in the application are hereby approved as submitted and are as described in Exhibit "A" attached hereto and by this reference incorporated herein.

Section 3. The territory consists of 1.14 acres, is found to be uninhabited, and is assigned the following distinctive short form designation: Annexation of 20 Sioux Way, Portola Valley to the West Bay Sanitary District.

Section 4. Conducting authority proceedings are hereby waived in accordance with Government Code Section 56663 and this annexation is hereby ordered.

Section 5. Subsequent annexation to the On-Site Wastewater Disposal Zone is hereby approved.

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063

EXHIBIT B PAGE 2 OF 3

Regularly passed and adopted this 17th day of March 2021.

Ayes and in favor of said resolution:

Commissioners:

Ann Draper

Don Horsley

Ric Lohman

Joshua Cosgrove

Harvey Rarback

Mike O'Neill

Warren Slocum

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063

EXHIBIT B PAGE 3 OF 3

Noes and against said resolution:

Commissioners Absent and/or Abstentions:

Commissioners:



Chair
Local Agency Formation Commission
County of San Mateo
State of California

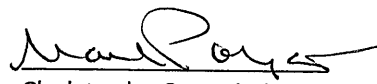
ATTEST:


Executive Officer
Local Agency Formation Commission

Date: 4/21/21

I certify that this is a true and correct copy of the resolution above set forth.

Date: 4/21/21


Clerk to the Commission
Local Agency Formation Commission



WEST BAY SANITARY DISTRICT AGENDA ITEM 3D

To: *Board of Directors*

From: *Bill Kitajima, Projects & IT Manager
Jonathan Werness, Engineering Technician*

Subject: *Consideration of a Resolution of Intention to Annex Certain Territory (155 Grove Drive) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing*

Background

This property will utilize a Grinder pump system; consequently this property must be annexed into the District's On-Site Wastewater Disposal Zone. The proponent shall be required to install a grinder pump system that will connect to the existing force main on Grove Drive.

Notice of the Public Hearing is required in accordance with the Government Code and during the notice period, staff shall seek written approval for the proposed annexation from all affected agencies.

Analysis

During the notice period staff shall work with the proponent to obtain design, easement and other approvals, which shall be presented to the Board when the Class 3 Permit is issued.

Fiscal Impact

None.

Recommendation

The Projects and IT Manager recommends that the District Board adopt the attached Resolution of Intention to Annex Certain Territory to the West Bay Sanitary District On-Site Wastewater Disposal Zone and request July 14, 2021 as the date of the public hearing.

Attachments: Resolution
Exhibit A – Plat & Legal
Exhibit B – Site Map
Exhibit C - LAFCo Certificate of Completion

RESOLUTION NO. _____(2021)

**RESOLUTION OF INTENTION TO ANNEX CERTAIN TERRITORY TO THE WEST BAY
SANITARY DISTRICT ON-SITE WASTEWATER DISPOSAL ZONE**

Lands of Mitic

The District Board of West Bay Sanitary District finds and determines as follows:

A. This Resolution of Intention is adopted pursuant to the District's "Zone Master Annexation Resolution" ("ZOMAR"), which was adopted by the District Board August 12, 1996. The provisions of ZOMAR are incorporated by reference into this Resolution of Intention.

B. The District has received an application to annex a parcel of real property (the "Parcel") to the District's On-Site Wastewater Disposal Zone (the "Zone"). The Parcel is described in Exhibit "A" attached to this Resolution of Intention and the description contained in the Exhibits are incorporated by reference. The name and address of the applicants and the number, type, volume and location of on-site wastewater disposal systems which are proposed to operate on the parcels to be annexed are described in Exhibit "B" attached to this Resolution of Intention and the information contained in the Exhibit are incorporated by reference.

C. The applicants have demonstrated to the satisfaction of the District Board that the Parcel constitutes "real property" for the purposes of Section 2(b) of ZOMAR in that:

All of the conditions described in Subsections i., ii., iii., iv. and v. of ZOMAR Section 2(b) are satisfied; or

Other conditions exist which demonstrate that the Parcel will benefit directly or indirectly from the activities of the Zone. If applicable, those conditions are also set forth in Exhibit "B" and are incorporated by reference.

D. All of the conditions and requirements of ZOMAR Sections 2(a), 2(c), 2(d) and 2(e) have been fully satisfied.

In consideration of the foregoing findings and determinations,

IT IS RESOLVED by the District Board as follows:

1. It is the intention of the District Board to annex the Parcel to the Zone pursuant to the provisions of ZOMAR and applicable provisions of law.
2. In conjunction with a meeting of the District Board to be duly and regularly called and conducted, the Board will conduct a Public Hearing for the purpose of considering all matters pertaining to this Resolution of Intention.

The time, date and place of the Public Hearing are:

Date: July 14, 2021
Time: 7:00 PM
Place: West Bay Sanitary District Offices
500 Laurel Street
Menlo Park, CA 94025

& via Zoom

At the Public Hearing, all interested persons will be heard.

3. This Resolution of Intention shall be published and copies shall be delivered to the persons and entities as specified in ZOMAR Section 2(e)(i.).
4. A true copy of this Resolution of Intention shall promptly be filed for record in the office of the County Recorder of the County of San Mateo.
5. The District Manager shall cause the matters set forth in Sections 3 and 4 of this Resolution of Intention to be completed as directed.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 26th day of May, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

Attest:

Secretary of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

EXHIBIT "A"

Date: March 10, 2021
 Annexed to: West Bay Sanitary District
 Name of Annexation: West Bay Sanitary District

Geographic Description

All that certain real property, situate in Rancho El Corte Madera, Town of Portola Valley, County of San Mateo, State of California, being all of Lot 17 and a portion of the right of way of Grove Drive (50.00 feet wide), as shown on that certain map entitled "Tract No. 608 Stonegate, Subdivision of a Portion of Corte Madera Rancho, San Mateo County, California", filed in the Office of the County Recorder of San Mateo County on September 29, 1948 in Volume 29 of Maps at Pages 31, 32 & 33, more particularly described as follows:

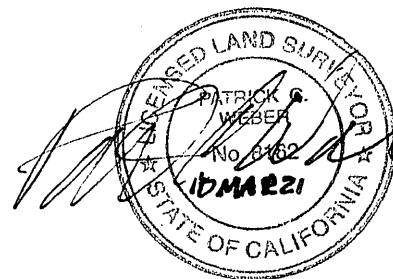
Commencing at the Southwest corner of West Bay Sanitary District Resolution No. 1137, said point also being on the Northeastern right of way of said drive;

From said **Point of Commencement**:

- Course 1.) Along said right of way, North 39°57'00" West, 179.88 feet, thence,
- Course 2.) Continuing along said right of way, along a curve to the right with a radius of 150.00 feet, through a central angle of 19°54'16", an arc length of 52.11 feet to the **Point of Beginning**, thence,
- Course 3.) Leaving said right of way and along the prolongation of Southeast line of said lot South 69°57'00" West, 223.39 feet to the South corner of said lot, thence,
- Course 4.) Along the Southwest line of said lot, North 75°50'00" West, 168.67 feet to Southwest corner of said lot, thence,
- Course 5.) Along the West line of said lot, North 11°05'00" West, 179.80 feet to the Northwest corner of said lot, thence,
- Course 6.) Along the prolongation of North line of said lot, South 80°43'00" East, 406.15 feet to said northeastern right of way, being a point on a non-tangent curve to the left to which a radial bears North 80°43'00" West, thence
- Course 7.) Along said right of way and said curve with a radius of 150.00 feet, through a central angle of 29°20'00", an arc length of 76.79 feet to the **Point of Beginning** containing 1.35 acres, more or less.

For assessment purposes only. The description is no a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

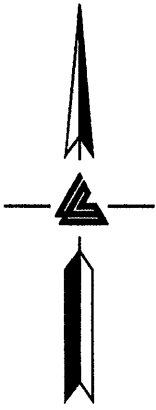
APPROVED
 SAN MATEO LOCAL AGENCY
 FORMATION COMMISSION
 455 COUNTY CENTER
 REDWOOD CITY, CA 94063
 EXHIBIT A PAGE 1 OF 2



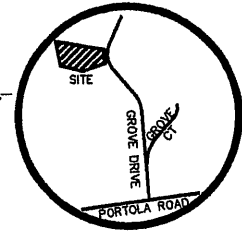
**WEST BAY SANITARY DISTRICT
 (155 GROVE DRIVE)**

EXHIBIT A PAGE 2 OF 2

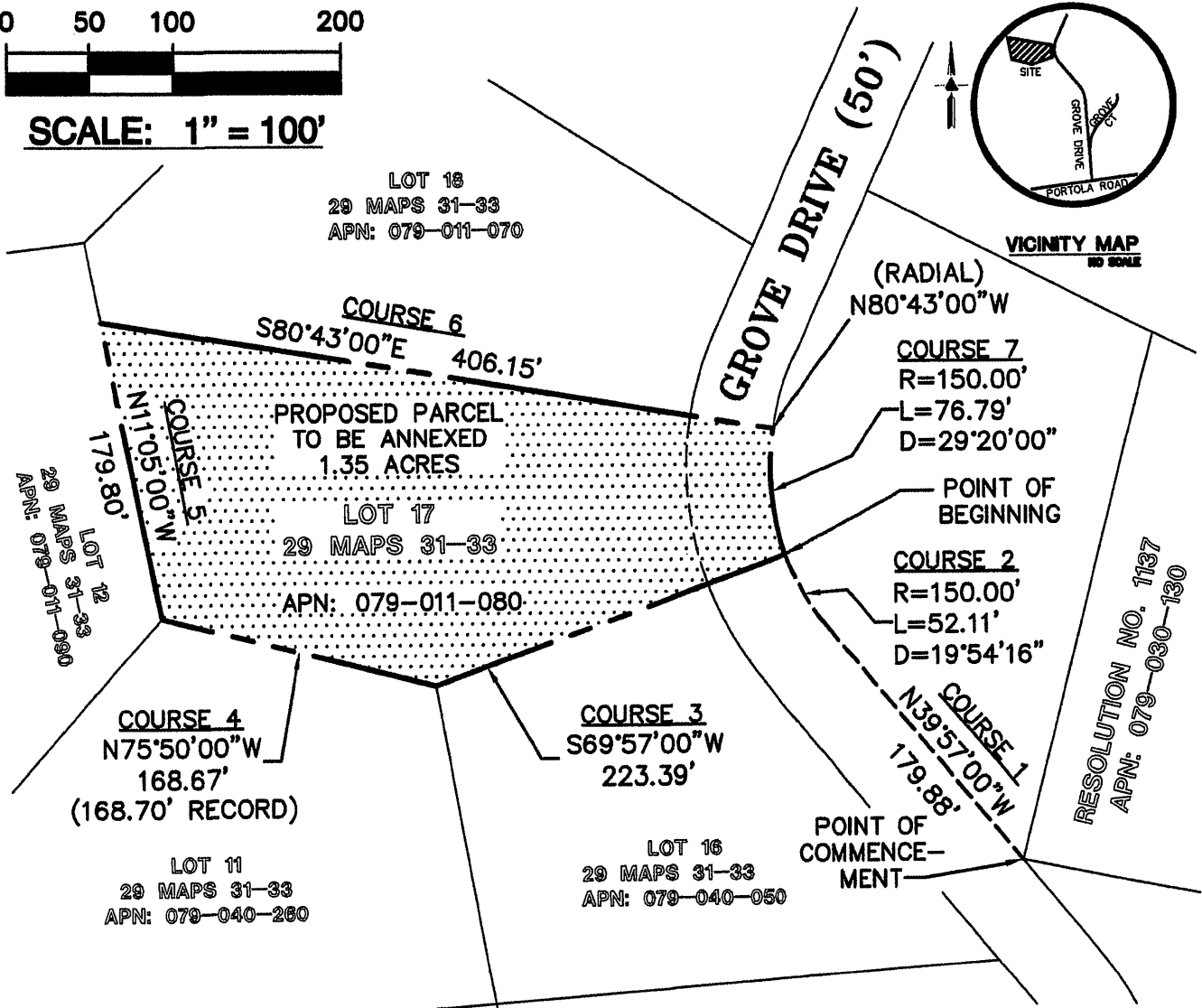
DISCLAIMER:
 FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.



SCALE: 1" = 100'



**VICINITY MAP
 NO SCALE**



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

BAY AREA REGION
 2495 INDUSTRIAL PKWY WEST
 HAYWARD, CALIFORNIA 94545
 (P) (510) 887-4086
 (F) (510) 887-3019

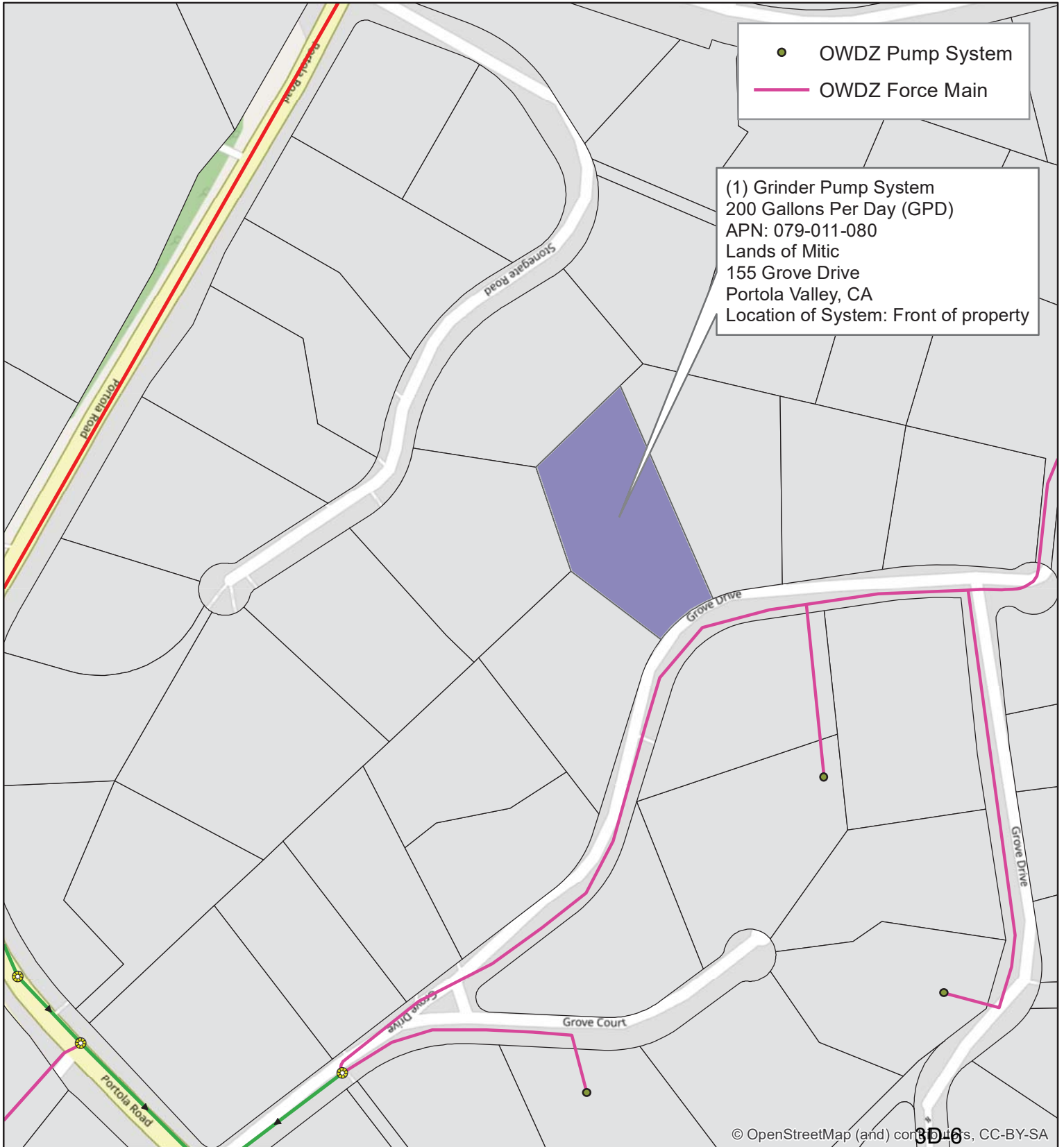
SACRAMENTO REGION
 3017 DOUGLAS BLVD, # 300
 ROSEVILLE, CA 95661
 (P) (916) 966-1338
 (F) (916) 797-7363

WWW.LEABRAZE.COM

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED SEWER EXTENTION
155 GROVE DRIVE
PORTOLA VALLEY, CALIFORNIA
SAN MATEO COUNTY
RANCHO EL CORTE MADERA



WEST BAY SANITARY DISTRICT
EXHIBIT "B"
SITE LOCATION
155 GROVE DRIVE
PORTOLA VALLEY, CA
GRINDER SYSTEM





LOCAL AGENCY FORMATION COMMISSION

455 COUNTY CENTER, 2ND FLOOR • REDWOOD CITY, CA 94063-1663 • PHONE (650) 363-4224 • FAX (650) 363-4849

CERTIFICATE OF COMPLETION

Pursuant to Government Code Section 57200, this Certificate is issued by the Executive Officer of the Local Agency Formation Commission of San Mateo County, California.

1. The short-form designation, as determined by LAFCo, is Annexation of 155 Grove Drive, Portola Valley to the West Bay Sanitary District.
2. The name of each district or city involved in this change of organization or reorganization and the kind or type of change of organization ordered for each city or district are as follows:

<u>City or District</u>	<u>Type of Change of Organization</u>
-------------------------	---------------------------------------

West Bay Sanitary District	Annexation
----------------------------	------------

3. The above-listed cities and/or districts are located within the following counties: San Mateo County only.
4. A description of the boundaries of the above-cited change of organization or reorganization is shown on the attached map, marked Exhibit A and by reference incorporated herein.
5. The territory involved in this change of organization or reorganization is uninhabited.
6. This change of organization has been approved subject to the following terms and conditions, if any: None.
7. The resolution confirming this change of organization was adopted on March 19, 2021 by LAFCo, is marked Exhibit B, and by reference incorporated herein.

I hereby certify that I have examined the above-cited resolution, including any terms and conditions, and the map description and have found these documents to be in compliance with Resolution 1260, adopted on March 19, 2021.

Dated: April 21, 2021


 Martha Poyatos
 Executive Officer

- COMMISSIONERS:** WARREN SLOCUM, CHAIR, COUNTY ▪ MIKE O'NEILL, VICE CHAIR, CITY ▪ HARVEY RARBACK, CITY ▪ DON HORSLEY, COUNTY
 ▪ JOSHUA COSGROVE, SPECIAL DISTRICT ▪ RIC LOHMAN, SPECIAL DISTRICT ▪ ANN DRAPER, PUBLIC
- ALTERNATES:** KATI MARTIN, SPECIAL DISTRICT ▪ DIANA REDDY, CITY ▪ JAMES O'NEILL, PUBLIC ▪ DAVE PINE, COUNTY
 MARTHA POYATOS, EXECUTIVE OFFICER ▪ REBECCA ARCHER, LEGAL COUNSEL ▪ ROB BARTOLI, MANAGEMENT
- STAFF:** ANALYST ▪ ANGELA MONTES, CLERK

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 21-02 -
ANNEXATION OF 155 GROVE DRIVE, PORTOLA VALLEY
TO THE WEST BAY SANITARY DISTRICT,
WAIVING CONDUCTING AUTHORITY PROCEEDINGS, AND ANNEXATION
TO THE ON-SITE WASTEWATER DISPOSAL ZONE**

RESOLVED, by the Local Agency Formation Commission of the County of San Mateo, State of California, that

WHEREAS, a proposal for the annexation of certain territory to the West Bay Sanitary District in the County of San Mateo was heretofore filed with the Executive Officer of this Local Agency Formation Commission pursuant to Title 5, Division 3, commencing with Section 56000 of the Government Code; and

WHEREAS, the Executive Officer has reviewed the proposal and prepared a report, including the recommendations thereon, the proposal and report having been presented to and considered by this Commission; and

WHEREAS, it appears to the satisfaction of this Commission that all owners of the land included in the proposal consent to the proceeding; and

WHEREAS, a public hearing by this Commission was held on the proposal and at the hearing this Commission heard and received all oral and written protests, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to the proposal and the Executive Officer's report; and

WHEREAS, the landowners and District have requested that the Commission waive conducting authority proceedings pursuant to government code Section 56837(c); and

WHEREAS, the proposal is categorically exempt from the environmental review requirements of

the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15319(a) & (b) (Annexations of Existing Facilities and Lots for Exempt Facilities); and

NOW, THEREFORE, the Local Agency Formation Commission of the County of San Mateo DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

Section 1. This proposal is approved, subject to the following conditions: None.

Section 2. The boundaries as set forth in the application are hereby approved as submitted and are as described in Exhibit "A" attached hereto and by this reference incorporated herein.

Section 3. The territory consists of 1.35 acres, is found to be uninhabited, and is assigned the following distinctive short form designation: Annexation of 155 Grove Drive, Portola Valley to the West Bay Sanitary District.

Section 4. Conducting authority proceedings are hereby waived in accordance with Government Code Section 56663 and this annexation is hereby ordered.

Section 5. Subsequent annexation to the On-Site Wastewater Disposal Zone is hereby approved.

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063

EXHIBIT B PAGE 2 OF 3

Regularly passed and adopted this 17th day of March 2021.

Ayes and in favor of said resolution:

Commissioners: Ann Draper
Don Horsley
Ric Lohman
Joshua Cosgrove
Harvey Rarback
Mike O'Neill
Warren Slocum

Noes and against said resolution:

APPROVED
 SAN MATEO LOCAL AGENCY
 FORMATION COMMISSION
 455 COUNTY CENTER
 REDWOOD CITY, CA 94063

Commissioners Absent and/or Abstentions:


Commissioners: _____



EXHIBIT B PAGE 3 OF 3

Chair
 Local Agency Formation Commission
 County of San Mateo
 State of California


ATTEST:


 Executive Officer
 Local Agency Formation Commission

Date: 4-21-21

I certify that this is a true and correct copy of the resolution above set forth.

Date: 4/21/21


 Clerk to the Commission
 Local Agency Formation Commission



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 3E**

To: Board of Directors

From: Debra Fisher, Finance Manager

Subject: Bank of the West Monthly Investment Portfolio Statements

The District has established six reserve accounts; four accounts facilitate efficient cash flow for district operations and capital expenditures; the Recycled Water Cash Flow Reserve was established to fund recycled water projects; and the Recycled Water SRF Reserve was established pursuant to an agreement with Sharon Heights Golf & Country Club as a deposit for the State Revolving Fund (SRF) loan for the Sharon Heights Recycled Water Facility as a requirement from the California State Water Resources Control Board.

Target balances have been set by the Board of Directors to accomplish District cash flow needs. The Operating Reserve is set at five months of operating expenditures to fund the District during the periods between receipts of sewer service charges from the County of San Mateo property tax roll. Additional funds are held in Local Agency Investment Fund (LAIF), including \$7.91 million* of funds from the Recycled Water Cash Flow Reserve which were transferred, as LAIF's yields outperformed the reserve account.

<u>District Reserve Accounts</u>	<u>Target Balance</u>	<u>Target</u>
Operating Reserve	\$9.5 million	Achieved
Rate Stabilization Reserve	\$6 million	Unfulfilled
Emergency Capital Reserve	\$5 million	Unfulfilled
Capital Project Reserve	\$6 million	Unfulfilled
Recycled Water Cash Flow Reserve	\$8 million	Achieved *
Recycled Water SRF Reserve	\$1.46 million	Achieved

Attached is a list of pending cash flows for the reserve accounts and the monthly statement synopsis indicating the amount of each reserve fund the District holds in the Bank of the West Investment Portfolios and the up to-date market values.

Quarterly reports on the Investment Portfolios will include the details of investments of each reserve account.

Recommendation

The Finance Manager recommends the District Board review and accept these Statements by affirming and approving the items listed in the Consent Calendar.

PENDING CASH FLOWS

Through April 2022 - As Of 5/18/21

	61J260010 WBSD - RECYCLED WATER CASH FLOW AGY	61J004012 WBSD - EMERGENCY CAPITAL RESERVE	61J235012 WBSD - CAPITAL PROJECT RESERVE	61J236010 WBSD - OPERATING RESERVE	61J252017 WBSD- RATE STABILIZATION RESERVE	61J264012 WBSD - RECYCLED WATER SRF RESERVE	TOTAL
Current Position:	\$229,154.91	\$4,100,928.33	\$3,457,330.83	\$9,502,550.99	\$2,948,569.80	\$1,538,818.22	\$21,777,353.08
<i>Accrued Income:</i>	\$778.22	\$20,836.31	\$17,538.12	\$55,110.17	\$10,988.25	\$1,304.64	\$106,555.71
Current Cash:	\$39,866.36	\$141,447.30	\$57,996.55	\$489,356.47	\$33,820.15	\$1,282,146.72	\$2,044,633.55
<i>Pending Buys:</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
May 2021:	\$0.00	\$0.00	\$458.33	\$1,875.00	\$0.00	\$0.00	\$2,333.33
June 2021:	\$240.63	\$5,381.27	\$1,637.00	\$296,212.94	\$51,661.47	\$32.67	\$355,165.98
July 2021:	\$29,963.09	\$400,841.90	\$254,501.45	\$876,237.68	\$203,010.82	\$31.62	\$1,764,586.56
August 2021:	(\$36.88)	\$200,295.83	\$306,750.31	\$144,146.27	\$1,654.67	\$1,388.92	\$654,199.12
September 2021:	\$728.89	\$177,965.82	\$4,339.54	\$347,210.06	\$69,809.07	\$1,757.67	\$601,811.05
October 2021:	\$851.91	\$69,943.43	\$66,035.22	\$335,996.38	\$4,309.20	\$31.62	\$477,167.76
November 2021:	\$428.89	\$861.46	\$47,213.63	\$353,085.48	\$3,066.82	\$942.67	\$405,598.95
December 2021:	\$241.33	\$5,688.94	\$1,651.68	\$351,417.13	\$981.53	\$31.62	\$360,012.23
January 2022:	(\$36.12)	\$124,326.21	\$244,517.82	\$908,987.77	\$2,718.68	\$32.67	\$1,280,547.03
February 2022:	(\$36.12)	\$8,304.02	\$61,129.14	\$141,079.99	\$1,676.78	\$1,388.92	\$213,542.73
March 2022:	\$728.71	\$4,556.91	\$4,353.30	\$26,363.37	\$8,984.68	\$1,754.51	\$46,741.48
April 2022:	\$20,851.96	\$272,750.37	\$234,403.17	\$406,063.05	\$99,310.89	\$32.67	\$1,033,412.11
Projected Total through April 2022:	\$93,792.65	\$1,412,363.46	\$1,284,987.14	\$4,678,031.59	\$481,004.76	\$1,289,572.28	\$9,239,751.88



WBSD - OPERATING RESERVE

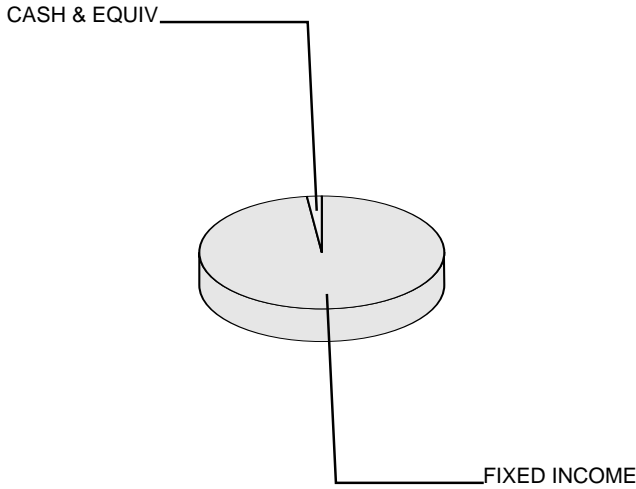
Account Number:
 Statement Period:

04/01/21 -
 04/30/21

WEST BAY SANITARY DISTRICT
 500 LAUREL STREET
 MENLO PARK CA 94025

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	181,345.13	1.9%
Fixed Income	9,308,971.98	98.1%
Total Portfolio	\$ 9,490,317.11	100.0%
Accrued Income	64,815.21	
Total Valuation	\$ 9,555,132.32	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 9,545,822.36	\$ 9,530,903.35
Income		
Interest.....	11,257.80	200,520.68
Purchased Income.....	-8,987.71	-22,111.23
Disbursements.....	-1,575.96	-15,880.82
Realized Gains/(Losses).....	0.00	2,297.12
Change In Accrued Income.....	14,934.90	3,918.46
Change In Market Appreciation/(Depreciation).....	-1,889.11	-82,599.08
Non-Cash Asset Changes.....	-4,429.96	-61,916.16
Ending Market Value	\$ 9,555,132.32	\$ 9,555,132.32



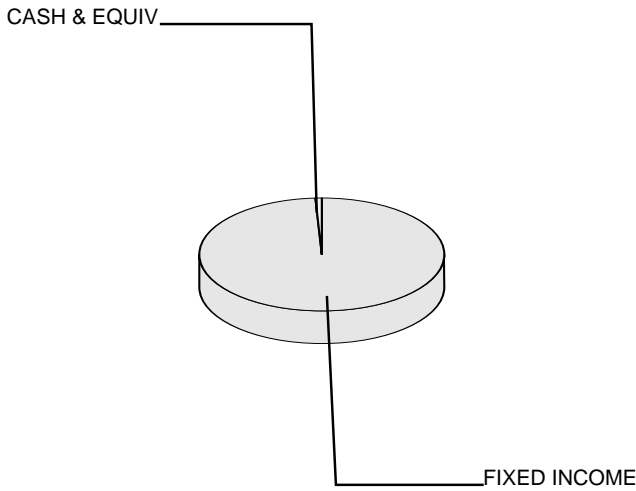
WBSD - RATE STABILIZATION RESERVE

Account Number: 04/01/21 -
Statement Period: 04/30/21

WEST BAY SANITARY DISTRICT
 RATE STABILIZATION RESERVE
 500 LAUREL STREET
 MENLO PARK CA 94025

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	30,758.46	1.0%
Fixed Income	2,916,872.86	99.0%
Total Portfolio	\$ 2,947,631.32	100.0%
Accrued Income	12,043.39	
Total Valuation	\$ 2,959,674.71	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 2,951,839.73	\$ 1,408,407.26
Income		
Interest.....	3,955.99	46,783.23
Purchased Income.....	-209.48	-12,018.98
Additions.....	0.00	1,555,000.00
Disbursements.....	-487.99	-3,368.04
Realized Gains/(Losses).....	0.00	0.00
Change In Accrued Income.....	591.10	-5,409.54
Change In Market Appreciation/(Depreciation).....	5,303.09	-10,213.85
Non-Cash Asset Changes.....	-1,317.73	-19,505.37
Ending Market Value	\$ 2,959,674.71	\$ 2,959,674.71



WBSD - EMERGENCY CAPITAL RESERVE

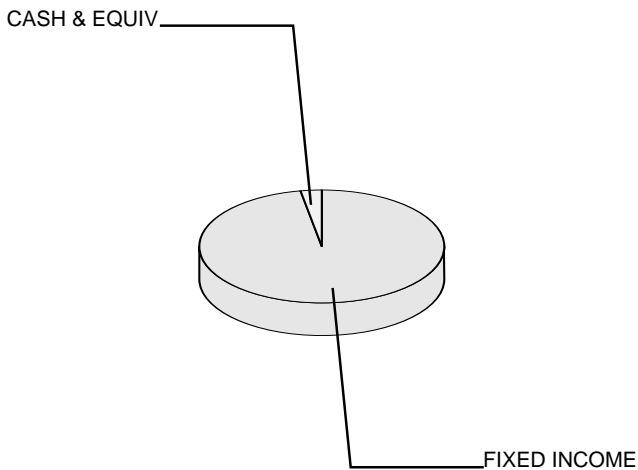
Account Number:
 Statement Period:

04/01/21 -
 04/30/21

WEST BAY SANITARY DISTRICT
 500 LAUREL STREET
 MENLO PARK CA 94025

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	140,589.99	3.4%
Fixed Income	3,961,153.20	96.6%
Total Portfolio	\$ 4,101,743.19	100.0%
Accrued Income	18,349.06	
Total Valuation	\$ 4,120,092.25	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 4,113,310.03	\$ 3,904,702.49
Income		
Interest.....	7,524.19	85,701.87
Purchased Income.....	-1,831.41	-9,439.22
Additions.....	0.00	200,000.00
Disbursements.....	-679.82	-6,645.89
Realized Gains/(Losses).....	0.00	-1,482.50
Change In Accrued Income.....	1,257.45	-7,007.16
Change In Market Appreciation/(Depreciation).....	3,249.73	-19,339.99
Non-Cash Asset Changes.....	-2,737.92	-26,397.35
Ending Market Value	\$ 4,120,092.25	\$ 4,120,092.25



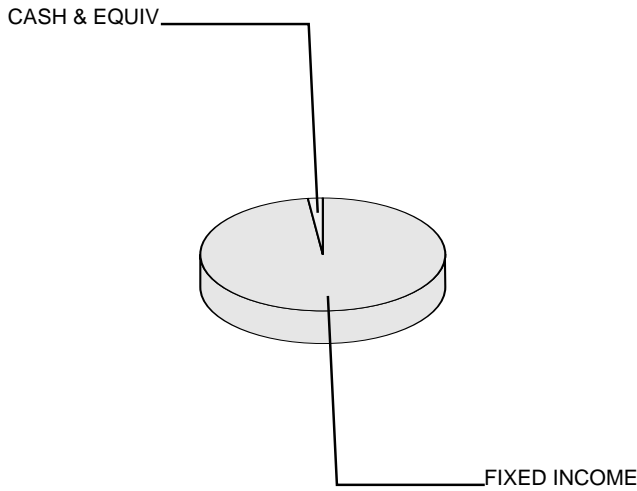
WBSD - CAPITAL PROJECT RESERVE

Account Number: 04/01/21 -
Statement Period: 04/30/21

WEST BAY SANITARY DISTRICT
 500 LAUREL STREET
 MENLO PARK CA 94025

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	55,241.66	1.6%
Fixed Income	3,400,684.92	98.4%
Total Portfolio	\$ 3,455,926.58	100.0%
Accrued Income	17,558.85	
Total Valuation	\$ 3,473,485.43	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 3,468,287.13	\$ 2,781,874.82
Income		
Interest.....	5,420.03	80,829.93
Purchased Income.....	-1,195.48	-9,482.70
Additions.....	0.00	683,500.00
Disbursements.....	-573.04	-5,080.50
Realized Gains/(Losses).....	0.00	656.01
Change In Accrued Income.....	2,099.17	-7,974.94
Change In Market Appreciation/(Depreciation).....	327.84	-19,153.93
Non-Cash Asset Changes.....	-880.22	-31,683.26
Ending Market Value	\$ 3,473,485.43	\$ 3,473,485.43



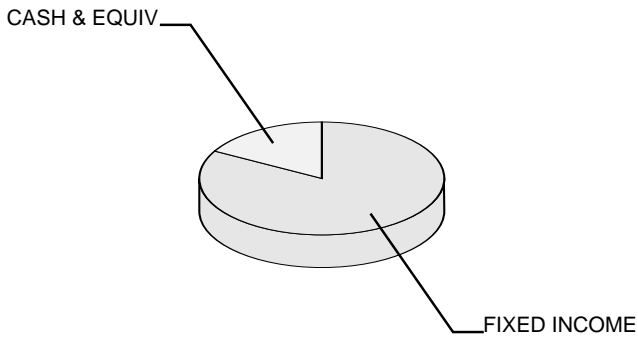
WBSD - RECYCLED WATER CASH FLOW

Account Number: 04/01/21 -
Statement Period: 04/30/21

WEST BAY SANITARY DISTRICT
 RECYCLED WATER CASH FLOW
 500 LAUREL STREET
 MENLO PARK CA 94025

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	39,437.22	17.2%
Fixed Income	189,320.20	82.8%
Total Portfolio	\$ 228,757.42	100.0%
Accrued Income	1,008.51	
Total Valuation	\$ 229,765.93	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 229,475.83	\$ 228,463.67
Income		
Interest.....	1,040.03	5,450.93
Purchased Income.....	-465.99	-1,374.94
Disbursements.....	-37.89	-381.16
Realized Gains/(Losses).....	0.00	0.00
Change In Accrued Income.....	-147.33	-174.48
Change In Market Appreciation/(Depreciation).....	246.38	-994.12
Non-Cash Asset Changes.....	-345.10	-1,223.97
Ending Market Value	\$ 229,765.93	\$ 229,765.93



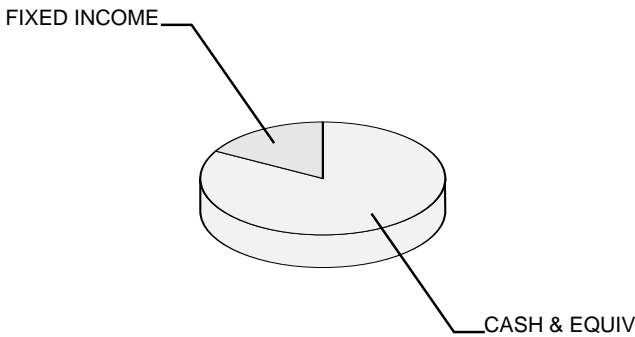
WBSD - RECYCLED WATER SRF RESERVE

Account Number: 04/01/21 -
Statement Period: 04/30/21

WEST BAY SANITARY DISTRICT
 RECYCLED WATER SRF RESERVE
 500 LAUREL STREET
 MENLO PARK CA 94025

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	1,281,194.96	83.3%
Fixed Income	256,632.50	16.7%
Total Portfolio	\$ 1,537,827.46	100.0%
Accrued Income	1,855.90	
Total Valuation	\$ 1,539,683.36	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 1,538,651.56	\$ 1,530,349.55
Income		
Interest.....	101.67	31,034.74
Purchased Income.....	0.00	-3,928.32
Disbursements.....	0.00	-1,540.43
Realized Gains/(Losses).....	0.00	4,993.54
Change In Accrued Income.....	659.02	-7,061.52
Change In Market Appreciation/(Depreciation).....	211.71	-2,511.62
Non-Cash Asset Changes.....	59.40	-11,652.58
Ending Market Value	\$ 1,539,683.36	\$ 1,539,683.36



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 3F**

To: Board of Directors

**From: Bill Kitajima, Projects & IT Manager
Jonathan Werness, Engineering Technician**

Subject: Consideration of Resolution Accepting Deed of Easement Pursuant to Class 3 Sewer Permit No. 1102 for the Construction of Wastewater Facilities for 40 Sioux Way, Portola Valley, California

Background

The District requires an easement to maintain the flow from the STEP system that serves 40 Sioux Way. The easement includes the Septic Tank Effluent Pump system and is conforming to District specifications. Ingress and Egress to this easement is by means of an access easement on the adjacent property (along a shared driveway), which is owned by Cal Water. The conditions of this access easement have been reviewed by District staff, and are acceptable for District access to the STEP system.

Recommendation

The Projects and IT Manager recommends that the Board adopt the attached Resolution accepting the Deed of Easement.

Attachments: Resolution ____ (2021), Grant Deed of Easement

RESOLUTION NO. _____ (2021)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BE IT RESOLVED that the President and Secretary of the West Bay Sanitary District be and are hereby authorized to accept the attached Grant Deed of Easement by and between the following parties:

Trustee of the Patrick B. Burrell Revocable Trust

BE IT FURTHER RESOLVED that the District Manager is hereby directed to place the same on record.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 26th day of May, 2021, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

President of the District Board of the West
Bay Sanitary District of San Mateo County,
State of California

Attest:

Secretary of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

RECORDING REQUESTED BY:
WEST BAY SANITARY DISTRICT

WHEN RECORDED MAIL TO:
WEST BAY SANITARY DISTRICT
500 LAUREL STREET
MENLO PARK, CA 94025

Title Order No. N/A
Escrow No. N/A
Parcel No.

GRANT DEED OF EASEMENT

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

- DOCUMENTARY TRANSFER TAX is \$0 CITY TAX is \$0 DEED TO PUBLIC AGENCY
- computed on the full value of the property conveyed, or
 - computed on full value less value of liens or encumbrances remaining at the time of sale,
 - this is a conveyance of an easement and the consideration and value is less than \$100, R & T 11911 & R&T 11922.
 - Unincorporated area of San Mateo County City/Town of _____

FOR NO CONSIDERATION, receipt of which is hereby acknowledged, I (we)

Trustee of the Patrick B. Burrell Revocable Trust

Hereby GRANT(S) to:

West Bay Sanitary District, a Public Agency organized and existing under the laws of the State of California,

A perpetual easement to construct, install, maintain, use, repair, remove, replace any and all pipeline, fittings, and related facilities necessary for the operation of a wastewater conveyance system in the area described as follows over the following described real property in the Town of Portola Valley, County of San Mateo, State of California; more particularly described in Exhibit "A" and "B", attached hereto, and by this reference incorporated herein.

West Bay Sanitary District, its employees and agents shall have the right to enter upon the herein described real property at any and all times with such tools and equipment as may be necessary or convenient for the exercise of the rights herein granted to West Bay Sanitary District.

No building or structure of any kind shall be constructed upon the herein described easement, and should a building or structure be erected in violation of this provision, West Bay and its successors and assigns may still exercise all rights herein granted and shall have the right to remove, or cause grantor to remove, at Grantors expense, any building or structure that may be erected upon or over the said parcel of real property. West Bay Sanitary District shall not be held liable in any manner whatsoever for any damages thereby incurred, nor shall West Bay have any obligation to replace any structure that may be removed from said property.

This grant of easement shall be binding upon and shall inure to the benefit of the respective administrators, executors, personal representatives, successors and assigns of the parties hereto.

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBITS "A" AND "B" MADE A PART HEREOF

Also Known As:

410 STONY WAY PORTOLA VALLEY

Assessor's Parcel Number: 077-310-090 PORTOLA VALLEY, CA

Executed on October 29th, 2019, at _____, (City and State)

Trustee of the Patrick B. Burrell
Printed Name Revocable Trust

[Signature]
Patrick Burrell Signature

Executed on _____, _____, at _____, (City and State)

Printed Name _____

Signature(s) _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

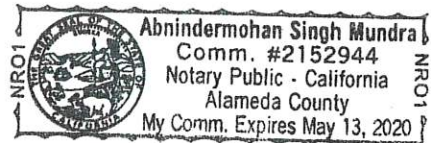
On 10/29/2019 before me, Abnindermohan Singh Mundra
(insert name and title of the officer)

personally appeared Patrick Brian Burrell,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



May 18, 2021

EXHIBIT "A"

**LEGAL DESCRIPTION
PROPOSED SANITARY SEWER EASEMENT**

All that certain real property situate in the Town of Portola Valley, County of San Mateo, State of California, being a portion of Lot 8, Block 1, as shown on that certain Map entitled "Tract No. 774, Arrowhead Meadows Unit No. 4", which Map was filed for record on March 17, 1959, in Book 50 of Maps at Pages 45 through 48 in the Office of the Recorder of said County and State, and being more particularly described as follows:

Beginning at a point on the southeasterly boundary line of said Lot, said point lying North 61°00'00" East, 61.04 feet from the most southerly corner of said Lot;

Thence leaving said boundary line North 29°00'00" West, 16.35 feet;

Thence North 74°19'21" West, 10.73 feet;

Thence North 78°29'31" West, 12.14 feet;

Thence North 87°34'21" West 36.10 feet to the beginning of a tangent curve to the left having a radius of 18.50 feet;

Thence southwesterly along said curve through a central angle of 75°12'50" a distance of 24.29 feet;

Thence tangent from said curve South 17°12'49" West, 23.01 feet to the southwesterly boundary line of said Lot and the beginning of a non-tangent curve concave to the south having a radius of 575.00 feet, a radial line to said point bearing North 20°24'40" East;

Thence westerly along said southwesterly line and said curve through a central angle of 0°29'56" a distance of 5.01 feet;

Thence leaving said line North 17°12'49" East 22.75 feet to the beginning of a tangent curve to the right having a radius of 23.50 feet;

Thence northeasterly along said curve through a central angle of 75°12'50" a distance of 30.85 feet;

Thence tangent from said curve South 87°34'21" East, 36.50 feet;

Thence South 78°29'31" East, 12.72 feet;

Thence South 74°19'21" East, 13.62 feet;

Thence North 61°00'00" East, 21.06 feet;

Thence South 29°00'00" East, 18.00 feet to said southeasterly boundary line;

Thence along said boundary line South 61°00'00" West, 26.50 feet to the Point of Beginning.

As shown on Exhibit "B", attached hereto and made a part hereof.

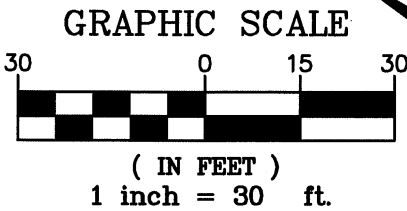
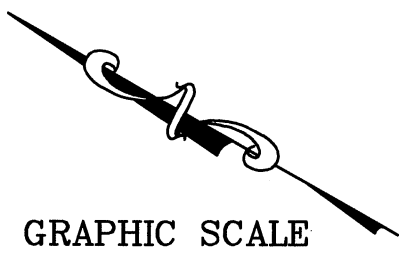
Description prepared by MacLeod and Associates, Inc.



Daniel G. MacLeod L.S. 5304

MAY 18, 2021
Date



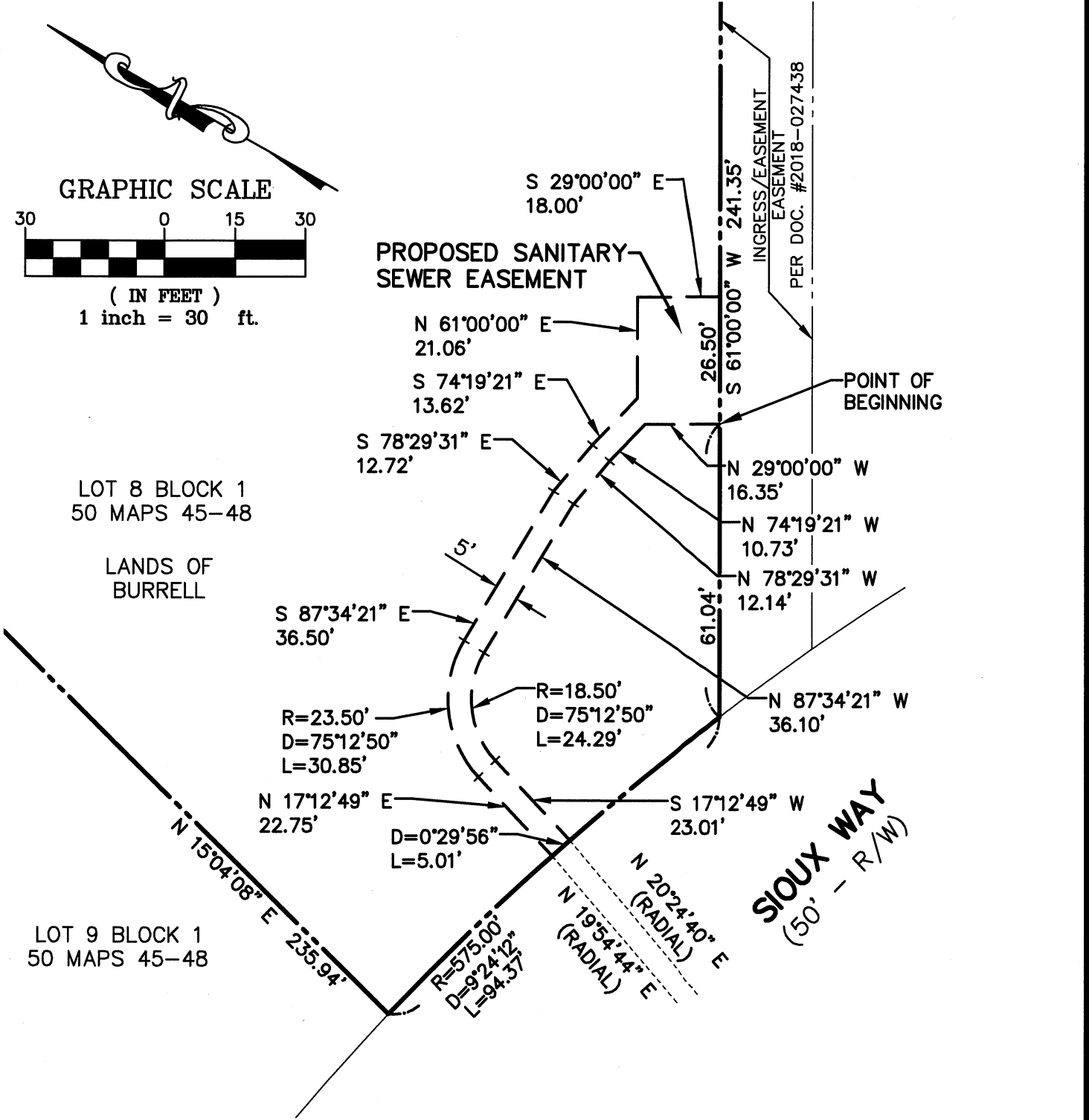


LOT 8 BLOCK 1
50 MAPS 45-48

LANDS OF
BURRELL

LOT 9 BLOCK 1
50 MAPS 45-48

**PROPOSED SANITARY
SEWER EASEMENT**



SIOUX WAY
(50' - R/W)

**TITLE: EXHIBIT "B" - PLAT TO ACCOMPANY LEGAL DESCRIPTION
SANITARY SEWER EASEMENT**

PORTOLA VALLEY SAN MATEO COUNTY CALIFORNIA

PREPARED FOR: PAT BURRELL	PLAT: DJK	SCALE: 1" = 30'	DATE: 05-18-21	JOB #: 4404-16
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MacLEOD AND ASSOCIATES

CIVIL ENGINEERING • LAND SURVEYING

965 CENTER STREET SAN CARLOS CA 94070 (650) 593-8580



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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 3G**

To: Board of Directors

**From: Bill Kitajima, Projects & IT Manager
Jonathan Werness, Engineering Technician**

**Subject: Consideration of Resolution Authorizing the District Manager to
Execute Quitclaim Deed of Sanitary Sewer Easement at 27
Sargent Lane, Atherton, California**

Background

Survey by MacLeod and Associates on behalf of the homeowner revealed that the existing 10' sanitary sewer easement at 27 Sargent Lane did not accurately reflect the actual alignment of the District's sewer main. The homeowner has requested to record a new easement centered on the actual alignment, and quitclaim the original easement.

Analysis

The District has an existing 6" sewer main that runs through the south side of the property. The corrected sanitary sewer easement is in a separate staff report.

The updated easement would better serve the District and homeowner.

Recommendation

The Projects and IT Manager recommends that the Board adopt the attached Resolution authorizing the quitclaim.

Attachments:

Exhibit
Quitclaim Deed of Easement
Resolution ____ (2021)

RESOLUTION NO. _____ (2021)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BE IT RESOLVED that the District Board of the West Bay Sanitary District hereby authorizes the District Manager to Execute the Quitclaim Deed of Sanitary Sewer Easement from West Bay Sanitary District to Scott Carter, and

BE IT FURTHER RESOLVED that the District Manager is hereby directed to place the same on record.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 26th day of May, 2021, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

President of the District Board of the West
Bay Sanitary District of San Mateo County,
State of California

Attest:

Secretary of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 3H**

To: Board of Directors

**From: Bill Kitajima, Projects & IT Manager
Jonathan Werness, Engineering Technician**

**Subject: Consideration of Resolution Accepting Deed of Easement for
District Main Sewer Facilities at 27 Sargent Lane, Atherton,
California**

Background

Survey by MacLeod and Associates on behalf of the homeowner revealed that the existing 10' sanitary sewer easement at 27 Sargent Lane did not accurately reflect the actual alignment of the District's sewer main. The homeowner has requested to record a new easement centered on the actual alignment, and quitclaim the original easement.

Analysis

The District has an existing 6" sewer main that runs through the south side of the property. The updated easement would better serve the District and homeowner. The proposed easement is conforming to District standards.

Recommendation

The Projects and IT Manager recommends that the Board adopt the attached Resolution accepting the Deed of Easement.

Attachments:

Exhibit A
Grant Deed of Easement
Resolution _____ (2021)

RESOLUTION NO. _____ (2021)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BE IT RESOLVED that the President and Secretary of the West Bay Sanitary District be and are hereby authorized to accept the attached Grant Deed of Easement by and between the following parties:

Scott Carter

BE IT FURTHER RESOLVED that the District Manager is hereby directed to place the same on record.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 26th day of May, 2021, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

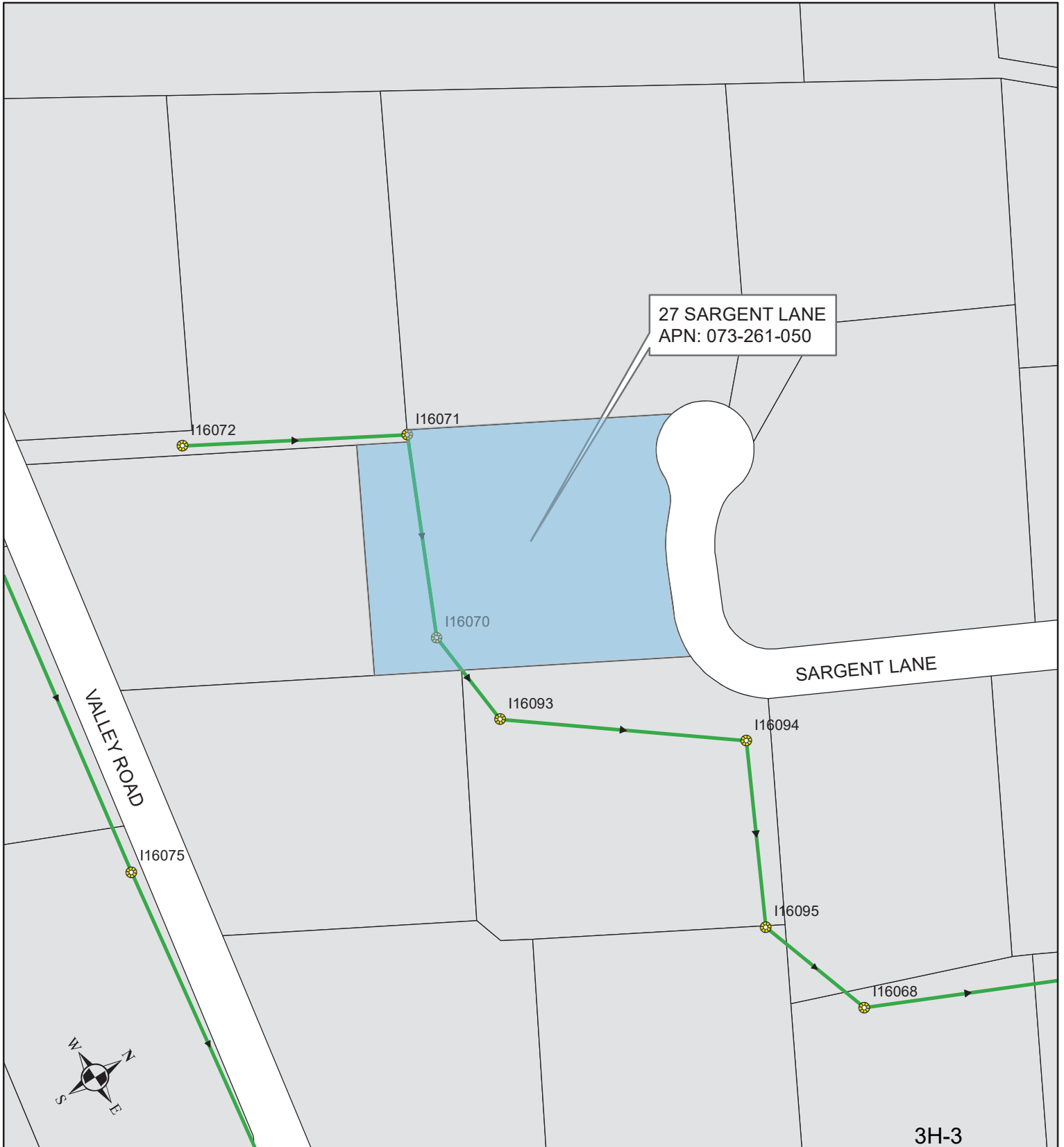
President of the District Board of the West
Bay Sanitary District of San Mateo County,
State of California

Attest:

Secretary of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California



WEST BAY SANITARY DISTRICT
EXHIBIT "A"
SITE LOCATION
27 SARGENT LANE
ATHERTON, CA



RECORDING REQUESTED BY:
WEST BAY SANITARY DISTRICT

WHEN RECORDED MAIL TO:
WEST BAY SANITARY DISTRICT
500 LAUREL STREET
MENLO PARK, CA 94025

Title Order No. N/A
Escrow No. N/A
Parcel No.

GRANT DEED OF EASEMENT

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX is \$0 CITY TAX is \$0 DEED TO PUBLIC AGENCY

- computed on the full value of the property conveyed, or
- computed on full value less value of liens or encumbrances remaining at the time of sale,
- this is a conveyance of an easement and the consideration and value is less than \$100, R & T 11911 & R&T 11922.
- Unincorporated area of San Mateo County City/Town of _____

FOR NO CONSIDERATION, receipt of which is hereby acknowledged, I (we)

SCOTT CARTER

Hereby GRANT(S) to:

West Bay Sanitary District, a Public Agency organized and existing under the laws of the State of California,

A perpetual easement to construct, install, maintain, use, repair, remove, replace any and all pipeline, fittings, and related facilities necessary for the operation of a wastewater conveyance system in the area described as follows over the following described real property in the Town of Atherton, County of San Mateo, State of California; more particularly described in Exhibit "A" and "B", attached hereto, and by this reference incorporated herein.

West Bay Sanitary District, its employees and agents shall have the right to enter upon the herein described real property at any and all times with such tools and equipment as may be necessary or convenient for the exercise of the rights herein granted to West Bay Sanitary District.

No building or structure of any kind shall be constructed upon the herein described easement, and should a building or structure be erected in violation of this provision, West Bay and its successors and assigns may still exercise all rights herein granted and shall have the right to remove, or cause grantor to remove, at Grantors expense, any building or structure that may be erected upon or over the said parcel of real property. West Bay Sanitary District shall not be held liable in any manner whatsoever for any damages thereby incurred, nor shall West Bay have any obligation to replace any structure that may be removed from said property.

This grant of easement shall be binding upon and shall inure to the benefit of the respective administrators, executors, personal representatives, successors and assigns of the parties hereto.

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBITS "A" AND "B" MADE A PART HEREOF
Also Known As: 27 SARGENT LANE, ATHERTON, CA 94027
Assessor's Parcel Number: 073-261-050

Executed on MAY 7, 2021, at MENLO PARK, CA
(City and State)

SCOTT CARTER
Printed Name

[Signature]
Signature

Executed on _____, _____, at _____
(City and State)

Printed Name

Signature(s)

(ATTACH NOTARY CERTIFICATE)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Mateo }

On 05/07/2021 before me, Rithika Nayak, Notary Public
(Here insert name and title of the officer)

personally appeared Jettrey Scott Carter,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me that
 he/she/they executed the same in his/her/their authorized capacity(ies), and that by
 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
 which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
 the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RR Nayak

Notary Public Signature _____ (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Grant Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 5/7/21

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

May 12, 2021

EXHIBIT "A"

**LEGAL DESCRIPTION
PROPOSED SANITARY SEWER EASEMENT
27 SARGENT LANE, ATHERTON, CA**

All that certain real property situate in the Town of Atherton, County of San Mateo, State of California, being a portion of Parcel 4 as shown on that certain Parcel Map filed for record in the Office of the Recorder of said County and State on July 8, 1970, in Volume 10 of Parcel Maps at Page 38, and being more particularly described as follows:

A ten foot (10.00') wide easement for sanitary sewer purposes lying five feet (5.00') on each side of the following described centerline:

Beginning at a point on the easterly boundary line of said Parcel, said point lying South 28°41'10" West, 185.09 feet from the most easterly corner of said Parcel 4;


Thence leaving said boundary line South 64°07'01" West, 26.56 feet;

Thence North 65°52'13" West, 174.15 feet to the Point of Terminus on the westerly boundary line of said Parcel, said Point lying North 28°41'10" East, 42.00 feet from the most westerly corner of said Parcel 4.

The sidelines of said strip shall be prolonged or shortened so as to terminate at said easterly and westerly boundary lines of Parcel 4.

As shown on Exhibit "B", attached hereto and made a part hereof.

Description prepared by MacLeod and Associates, Inc.



Daniel G. MacLeod L.S. 5304

MAY 12, 2021

Date:



SARGENT LANE

(40' - R/W)

S 47°40'00" E
7.08'

R=40.00'
D=78°08'45"
L=54.56'

R=40.00'
D=41°24'35"
L=28.91'

R=120.00' N 65°41'00" W
D=18°01'00" L=37.73'
41.00'

R=80.00'
D=27°35'44"
L=38.53'

S 28°41'10" W 216.85'

27 SARGENT LANE

PARCEL 4
10 PM 38

LANDS OF CARTER

A.P.N. 073-261-050

185.09'
S 28°41'10" W 259.09'

A.P.N.
073-261-380

A.P.N.
073-261-040

POINT OF BEGINNING

S 64°07'01" W
26.56'

POINT OF TERMINUS

5'

5'

5'

S 62°22'00" E
10.00'
N 28°41'10" E
42.00'

N 65°52'13" W
174.15'

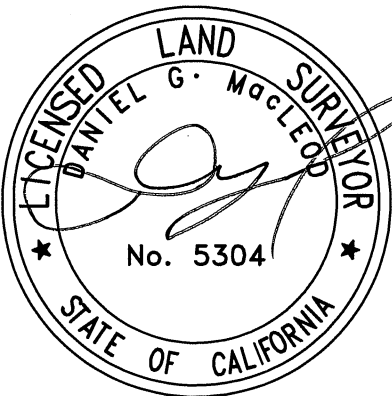
CENTERLINE OF
10'-WIDE SANITARY
SEWER EASEMENT

A.P.N.
073-261-410

S 62°22'00" E 189.03'

A.P.N.
073-261-060

A.P.N. 073-261-070



TITLE: EXHIBIT "B" - PLAT TO ACCOMPANY LEGAL DESCRIPTION
SANITARY SEWER EASEMENT

ATHERTON

SAN MATEO COUNTY

CALIFORNIA

PREPARED FOR:
SCOTT CARTER

PLAT:
DJK

SCALE:
1" = 40'

DATE:
05-12-21

JOB #:
4887-21

MacLEOD AND ASSOCIATES

CIVIL ENGINEERING • LAND SURVEYING.

965 CENTER STREET SAN CARLOS CA 94070 (650) 593-8580

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WEST BAY SANITARY DISTRICT AGENDA ITEM 4

To: *Board of Directors*

From: *Debra Fisher, Finance Manager*

Subject: *Insurance Market Update & Insurance Renewals FY 2021-22*

Background

The District is a founding member of California Sanitation Risk Management Authority (CSRMA), a joint powers authority (JPA) since 1986, providing risk pooling of property, liability, and workers' compensation. Alliant Insurance Services is the Program Administrator, providing JPA administration and insurance for CSRMA.

District Deductibles:

Property = \$5,000

Liability = \$25,000

Workers' Compensation = Statutory Limits

On May 18, 2021, the District received a memorandum from Alliant of probably changes to property insurance renewal for FY 2021-22.

Seth Cole, Senior Vice President for Alliant will present a brief overview of the current state of the insurance market, with a focus on this year's renewal expectations, coverage and exposure concerns, as well as other considerations to make in a difficult insurance market.

Fiscal Impact

At the May 12, 2021 Budget Workshop, the District presented estimates of total insurance increases of 10% for property and liability insurance, based on information from Alliant in February 2021. Based on the possible change to CSRMA program, adding a self-insured layer from the District's \$5,000 property deductible to \$100,000, property cover may result in a 50% increase in cost, or a 42% total increase in insurance expense over the FY 2020-21 budget.

Recommendation

For Board of Directors' review and information only.

Attached: CSRMA Memo dated May 17, 2021



c/o ALLIANT INSURANCE SERVICES, INC.
100 Pine Street, 11th Floor, San Francisco, CA 94111-5101

Insurance License No.: 0C36861
Tel: 415.403.1400 Fax: 415.874.4813

OFFICERS:

Craig Murray, *President*
805.684.7214
Sandeep Karkal, *Vice President*
415.892.1694

PAST PRESIDENTS:

Greg Baatrup
2018-2020
Paul Bushee
2014-2018

**** MEMORANDUM ****

May 17, 2021

RE: CSRMA Property Insurance Renewal Update and Proposed Pooled Layer

Dear CSRMA Property Insurance Program Members:

An overarching issue for this year's renewal is the current state of the insurance marketplace. In short, we are in a *very hard* market, with widespread rate increases and challenges in obtaining certain types of coverage. The driving force behind the state of the market is claims experience, and for property, California has faced an unprecedented increase in wildfire losses and increasing exposures at risk of loss. This historically challenging property insurance market has created an environment for buyers of increased cost, heightened scrutiny on underwriting data and pressure on deductible levels. At this juncture, we are expecting an average increase in cost to members of 50%.

While price increases are never good news, we wanted to bring your attention to a related matter, and that is in regard to deductibles. CSRMA's Property Program has historically been a fully insured program with members choosing individual deductibles as low \$5,000. All but one member currently have deductibles of less than \$100,000. Due to increased potential for losses, underwriters on our current program are requiring that effective 7/1/21 the minimum deductible allowable will be \$100,000 and higher for some individual members with unique characteristics. The Program Administrators and the Executive Board understand this is a change in coverage that will not work well for the entire membership. Therefore, we are working on alternatives to address this issue.

First, we have been diligently marketing coverage on your behalf seeking alternatives to the current placement. To date, all other carriers have either provided indications that are not competitive, cannot offer limits anywhere near the current levels, have significantly higher minimum deductibles, or declined to offer coverage outright.

This situation have led the Program Administrators and Executive Board to explore the creation of a Pooled Layer for the Property Program in order to retain all losses that fall within \$100,000, thereby enabling members to maintain their current deductibles. The creation of a Pooled Layer also means that Program members would pay a 'pool deposit' to self-fund for all losses in this new Pooled Layer and to cover expenses such as loss adjustment fees and actuarial funding analysis; similar in concept to CSRMA's Pooled Liability and Workers' Compensation Programs. We suspect that this approach will not only be the most cost effective in the long-term, but will also grant greater control to CSRMA over the operation of the Program itself.

We are continuing to work with the Executive Board on options, and will be presenting these to the Board of Directors at the June 24th meeting.

If you have any questions, please feel free to call.

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WEST BAY SANITARY DISTRICT AGENDA ITEM 5

To: *Board of Directors*

From: *Sergio Ramirez, District Manager*

Subject: *District Manager's Report*

1) Administrative:

- a. Personnel Policy has been updated and approved by the Board of Directors at the Regular Board Meeting on May 12, 2021.
- b. The LAFCo Commission approved the Municipal Service Review between the City of East Palo Alto, East Palo Alto Sanitary District, and West Bay Sanitary District on May 19, 2021.
- c. The proposed FY21/22 budget will be presented to the Board on June 9, 2021 Regular Board Meeting.

2) Finance:

- a. The Finance Manager will report on the Local Agency Investment Fund (LAIF) account at the June 9, 2021 Board Meeting.
- b. The Finance Advisory Committee will be scheduled to review the Reserve Policy once District Counsel has reviewed the revised draft policy.
- c. The new Money Market Account has been opened for the WBSD/SHGCC facility funds.

3) CIP & IT Projects:

a. Levee Improvement Project:

- i. Now that the Environmental Impact Review for the Levee Improvement and Bayfront Recycled Water Treatment Facility Project at the Flow Equalization and Resource Recovery Facility (FERRF) has been certified and approved, staff will continue to work on the SRF loan application. The Financial and Technical packet to the application should be approved by the Board in the June timeframe.
- ii. District Manager will share the presentation to be given at the Society for Ecological Restoration International Conference for the Bayfront Ecotone Levee project. The conference is scheduled virtually and will take place in June 2021.

b. Construction Capital Improvement Program (CIP)

- i. Aztec Consultants has mobilized in preparation to build the Metal Storage Building at the Flow Equalization Resource Recovery Facility.
- ii. Precision Pipeline continues to work on this year's CIP project. Staff has been working with San Mateo County to coordinate the work on Ringwood Road with a County's resurfacing project. The County has not been reasonable in their coordination efforts. The Projects and IT Manager is working on an alternative plan.

Report to the District Board for the Regular Meeting of May 26, 2021

Additional information or topics may be introduced by the DM verbally during the Board meeting.

- iii. Freyer & Laureta is working on the Bay Front Improvement projects including the Influent Pump Station.
- 4) **Operations and Maintenance:**
 - a. **Collection System:**
 - i. Crews have been working on the Town of Woodside's collection system.
 - b. **Training:**
 - i. Safety training has been on going with the assistance of DuALL Safety consultant.
- 5) **Water Quality:**
 - a. **Sharon Heights Golf and Country Club (SHGCC):**
 - i. The recycled water plant has been operating well. Staff is regularly working with SHGCC staff to better predict their water requirements.
 - b. **Bayfront Recycled Water Facility (BRWF):**
 - i. After approving the EIR, the next step will be to enter into developer agreements with developers in the Bayfront Area. District Counsel is working on the Draft Recycled Water Code to be shared with the City of Menlo Park.
 - c. **West Bay:**
 - i. Staff is evaluating other agencies Operator in Training programs.
- 6) **Fleet and Facilities:**
 - a. **Vehicle Maintenance:**
 - i. After reviewing the option to lease a hybrid vehicles it makes sense to do so and will be proposed in the Budget.
- 7) **Personnel:**
 - i. District Manager is reorganizing a portion of the Admin Staff.
- 8) **Upcoming Events:**
 - a. **Regular Board Meeting:** May 26, 2021
 - b. **Next Regular Board meetings:** June 9, 2021
- 9) **Misc./Action Items from Previous Meeting:**
 - a. **West Bay SSOs:** Zero SSOs for April 2021.
 - b. **LAH Contract:** LAH had one SSO in April.
 - c. **Town of Woodside Contract:** Staff received the amended agreement for FY21/22.
 - d. **Revenue:** Late notices have been send to rate payers who are over 90 days late in paying the Sewer Service Charge for FY20/21. These rate payers are billed manually. To-date the District is owed approximately \$19,000.

Report to the District Board for the Regular Meeting of May 26, 2021

Additional information or topics may be introduced by the DM verbally during the Board meeting.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 6**

To: Board of Directors

**From: Bob Hulsmann, Operations Superintendent
Sergio Ramirez, District Manager**

Subject: Consideration to Approve Resolution Approving Amendment No.8 To The Maintenance Services Agreement Between West Bay Sanitary District And The Town Of Woodside For Sanitary Sewer Maintenance Services And Authorize The District Manager To Execute the Amended Agreement On Behalf Of The District

Background

The Town of Woodside (Town) issued a Request for Proposals (RFP) in April, 2014 for the Operation and Maintenance of the Town of Woodside Sanitary System. The West Bay Sanitary District (District) submitted a proposal on May 9, 2014 for such services.

Upon reviewing the proposals, the Town believed the District could be competitive in pricing and provide superior maintenance services that would lead to the overall improvement of the performance of their collection system. On July 22, 2014 the Town Council approved to enter into an agreement with the District to provide sewer system services based on the submitted proposal.

In December 2014 the District began performing sewer pipeline maintenance and close circuit television inspection for the Town's collection system. In November of 2017 the District began to perform Pump Station Maintenance Services to the Town's two publicly owned pump stations.

Analysis

The Town has approximately 4 miles of collection system pipeline and does not have responsibility for the laterals at this time. Prior to the District taking over the collection system activities, the Town had a contract with a private contractor for collection system maintenance which had expired in early 2014.

The current maintenance agreement includes tasks to clean sewer lines, TV inspect the collection system, and respond to SSO's, and pump station maintenance services including emergency response and pump station repairs.

The amendment is to extend the agreement through FY21/22 and to reflect a 4% increase in the cost of collection system maintenance service for the year. The 4% increase will capture the increase in the negotiated labor union contract.

Relevance to Strategic Plan

Section 4.0 Strategic Partners and Public Affairs: Our objective is to foster beneficial relationships to accomplish the goals of the District and to insure a well-informed public regarding District business and planning. We will do this by embracing strategic ties with other organizations, working closely with regulators, developing a deliberate legislative agenda and participating in professional associations.

This amendment to the agreement works to accomplish the Board of Directors Vision *"We cooperate with strategic partners to provide best quality wastewater services"* within the Strategic Plan 2014, referencing the objectives in Sections 4.2 *Interagency Maintenance Agreements* and 4.3 *Consolidation*.

Fiscal Impact

The agreement could generate \$77,106.25 in revenue for the year. Since the maintenance program is proving effective, there have been few emergencies or problems to respond to, so not all of the tasks will need to be completed for the Town. The revenue, even without responding to emergencies, will be sufficient to support the Town's required work at the District's fully loaded rate. The District will recover the cost of labor, equipment, and materials used including fuel.

Recommendation

The District Manager recommends the Board of Directors adopt the resolution approving Amendment #8 to the Maintenance Services Agreement between West Bay Sanitary District and the Town of Woodside for Sanitary Sewer Maintenance Services for an additional year and authorize the District Manager to Execute the Amended Agreement on Behalf of the District.

Attachment:

1. Resolution ___ (2021)
2. Amendment No. 8
3. Existing Agreement between WBSD and Town of Woodside

RESOLUTION NO. _____(2021)

RESOLUTION APPROVING AMENDMENT #8 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN WEST BAY SANITARY DISTRICT AND THE TOWN OF WOODSIDE FOR SANITARY SEWER MAINTENANCE SERVICES AND AUTHORIZE THE DISTRICT MANAGER TO EXECUTE THE AMENDED AGREEMENT ON BEHALF OF THE DISTRICT.

WHEREAS, the West Bay Sanitary District Board has read and considered that certain Agreement ("Agreement") between the District and the Town of Woodside;

NOW, THEREFORE, the District Board of the West Bay Sanitary District, County of San Mateo, State of California, does hereby RESOLVE as follows:

Section 1. Public interest and convenience require the West Bay Sanitary District to enter the Agreement for Sanitary Sewer System Operations and Maintenance Services with a not-to-exceed amount of \$77,106.25 to provide sanitary sewer maintenance services, emergency call-out, and asset management services.

Section 2. The West Bay Sanitary District hereby authorizes the District Manager to execute Amended Agreement #8, for fiscal year 2021-2022, on behalf of the District and subject to legal review, between the West Bay Sanitary District and Town of Woodside.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a regular meeting thereof held on 26th day of May, 2021, by the following votes:

Ayes:

Noes:

Absent:

Abstain:

President of the District Board of the
West Bay Sanitary District of San
Mateo County, State of California

Attest:

Secretary of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

**AMENDMENT # 8 TO AGREEMENT FOR
SANITARY SEWER MAINTENANCE SERVICES DATED JULY 22, 2014 BETWEEN
THE TOWN OF WOODSIDE AND WEST BAY SANITARY DISTRICT**

The above referenced agreement is hereby amended as follows:

The Town of Woodside (Town) seeks West Bay Sanitary District (District) to provide sanitary sewer operation and maintenance services. The purpose of this document is to amend the original Agreement with the District dated July 22, 2014 and to include both Sanitary Sewer and Pump Station Maintenance services for the Town through June 30, 2022.

This amendment is the Eighth Amendment to the Professional Services Agreement between the Town and the District for Sanitary Sewer Maintenance Services for the Town Center Sewer Assessment District (TCSAD) executed July 22, 2014. The specific services to be provided in the amendment to the contract are described in Exhibit "A". All work, including all labor, materials, and associated costs, shall be paid for at the rates established in Exhibit A.

The contract total is no to exceed Seventy-Seven Thousand One Hundred Six Dollars and Twenty-Five Cents (\$77,106.25). This amendment is subject to the same provisions as the original Agreement and is made a part of the agreement.

In WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Date: 5/3/21

Date: 5/18/2021

TOWN OF WOODSIDE

WEST BAY SANITARY DISTRICT




Kevin Bryant, Town Manager



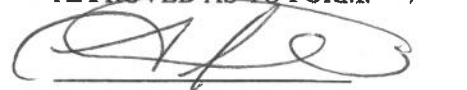
Phil Scott, District Manager
SERGIO RAMIREZ

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Jean Savaree, Town Attorney



Anthony P. Condotti, District Council

EXHIBIT "A"

2021-2022 Sanitary Sewer O&M Proposal - Town of Woodside, CA					
RFP Task	Description	Quantity	Unit	Unit Price	Total
1.1	Sewer cleaning of 21,723 feet plus 1,432 of Hot Spots per year of sewer line - entire system.	23,155	Each	\$1.10	\$25,470.50
	1,432 feet of Hot Spot Cleaning (aka High Frequency) are done three additional times after initial Annual Cleaning. Performed Quarterly.	4,296	Quarters	\$1.21	\$5,198.16
2.1	CCTV inspection (and cleaning as-needed) related to SSOs or repairs. Assumes 5 incidents/year.	1,500	Linear Foot	\$1.95	\$2,925.00
	Annual CCTV inspection (cleaning as needed)	5,000	Linear Foot	\$1.95	\$9,750.00
3.1	West Bay will maintain the Town's Two (2) pump stations. This includes inspecting and routine maintenance of the Town Center and the La Questa pump stations.	51	Weekly	\$502.07	\$25,605.57
3.2	West Bay will pull the pumps and perform a thorough maintenance of the oils, impellers, volutes and wear rings. The annual inspection will include amp and current draws.	1	Annual	\$1,219.19	\$1,219.19
3.3	West Bay shall provided response to pump station alarms. The ISAC Telemetry System at the Town Center and the La Questa pump stations shall be programmed to call the West Bay Pump Facility Supervisor with the Operation Superintendent as back up, for pump station failures.	3	Per Incident	\$430.30	\$1,290.90
4.1	SSO Response including clearing stoppage, clean up, reports, etc. (collection system and pump stations)	3	Per Incident	\$1,181.75	\$3,545.25
4.2	Service Call Unplanned Responses - 3 hour minimum (additional hrs @ \$135.03 per/hr)	3	Per Incident	\$405.08	\$1,215.24
5	West Bay will provide a quarterly summary format that includes performance indicators that will be tracked and measured on a quarterly and annual basis.	4	Quarterly	\$221.61	\$886.44
Sanitary Sewer O&M Maintenance Baseline Cost, Tasks 1 through 5					\$77,106.25
Option 1	FOG Inspections and Documentation	9	Each	\$ 434.03	\$3,906.27
Option 2	FOG Outreach, up to 20 mailers	1	Each	\$ 144.67	\$144.67
Option 3	Manhole Root Foam	10	Each	\$ 130.00	\$1,300.00

AGREEMENT FOR SANITARY SEWER MAINTENANCE SERVICES

This Agreement is made and entered into as of the 22nd day of July 2014, by and between the Town of Woodside hereinafter called "TOWN" and West Bay Sanitary District, hereinafter called "CONTRACTOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That TOWN desires to engage CONTRACTOR to render certain services to provide sanitary sewer maintenance services for the Town Center Sewer Assessment District, including but not limited to maintaining pipelines and pump stations and responding to sanitary sewer overflows; and
- B. That CONTRACTOR is qualified to provide such services to the TOWN; and
- C. That the TOWN has elected to engage the services of CONTRACTOR upon the terms and conditions as hereinafter set forth.
 - 1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence on December 1, 2014, shall be extended by Town on an annual fiscal year basis (July 1 – June 30) when agreeable to both parties and shall expire upon notification in accordance with (b) below.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, TOWN shall compensate CONTRACTOR for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3.

In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of TOWN to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to TOWN hereunder.

3. Compensation; Expenses; Payment. TOWN shall compensate CONTRACTOR for all services performed by CONTRACTOR hereunder in accordance with the provisions of Exhibit B hereof, attached hereto and by this reference incorporated herein.

Compensation hereunder shall be payable upon monthly billing therefore by CONTRACTOR to TOWN, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event TOWN desires the performance of additional services not otherwise included within the services described in Exhibits A or B including the optional services indicated, such services shall be authorized in advance of the performance thereof by the Town Manager or Town Council in writing. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONTRACTOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONTRACTOR hereunder. Said records shall be available to TOWN for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONTRACTOR. CONTRACTOR represents that it has the necessary professional skills to perform the services required and the TOWN shall rely on such skills of the CONTRACTOR to do and perform the work. In performing services hereunder CONTRACTOR shall adhere to the standards generally

prevailing for the performance of professional services similar to those to be performed by CONTRACTOR hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to TOWN, become the property of TOWN.
9. Relationship of Parties. It is understood that the relationship of CONTRACTOR to the TOWN is that of an independent contractor and all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of the TOWN.
10. Schedule. This agreement is for maintenance services on an annual basis. For budgeting purposes, the TOWN and CONTRACTOR agree to various types of services with annual cleaning requirements and minimal service call-out hours. CONTRACTOR shall adhere to the schedule to complete the work as set forth in Exhibits A and B; provided, that TOWN shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

CONTRACTOR acknowledges the importance to TOWN of TOWN's maintenance scheduling requirements and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONTRACTOR shall defend (with legal counsel reasonably acceptable to the TOWN), indemnify and hold harmless TOWN and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent that they arise out of or pertain to the negligence, recklessness or willful misconduct of CONTRACTOR, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall

not apply, however, to the extent that such Liabilities are caused solely by the negligence, recklessness, or willful misconduct of such Indemnitees. Additionally, CONTRACTOR shall not be required to indemnify, hold harmless or defend the TOWN for any Liabilities under the Clean Water Act or state law, including but not limited to fines, civil penalties, or legal and expert witness fees or costs that may arise from sewer system failures, overflows, or other damages or costs, provided that the failure, overflow, or other cause of the damage was not solely caused by the CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work specified by this Agreement.

12. Insurance. CONTRACTOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, and owned and non-owned and hired automobile liability insurance coverage relating to CONTRACTOR's services to be performed hereunder covering TOWN's risks in form subject to the approval of the TOWN Attorney and/or TOWN's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)

Concurrently with the execution of this Agreement, CONTRACTOR shall, on the Insurance Coverage form provided in Exhibit C, furnish TOWN with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after TOWN shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
 - (b) Providing that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
 - (c) Naming the TOWN of Woodside, its Council and Board respectively, officers, boards, commissions, employees, and agents, as additional insureds; and
 - (d) Providing that CONTRACTOR's insurance coverage shall be primary insurance with respect to TOWN, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by TOWN for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONTRACTOR's insurance and not contributory with it.
13. WORKERS' COMPENSATION. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the TOWN setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the TOWN and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

TOWN: TOWN of Woodside
2955 Woodside Road
Woodside, CA94062
Attention: Paul T. Nagengast
Deputy Town Manager

CONTRACTOR: Phil Scott, District Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025-3486

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
21. Conflict of Interest. CONTRACTOR may serve other clients, but none who are active within the TOWN of Woodside or who conduct business

that would place CONTRACTOR in a "conflict of interest" as that term is defined in State law.

22. Entire Agreement. This Agreement, including Exhibits A, B and C comprise the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

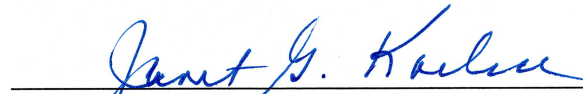
TOWN OF WOODSIDE:

Dated: 11/12/14


Kevin Bryant, Town Manager

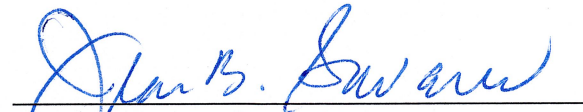
ATTEST:

Dated: 11/14/14


Janet G. Koelsch, Town Clerk

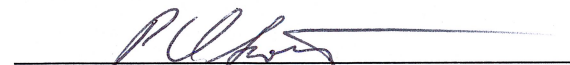
APPROVED AS TO FORM:

Dated: 11/14/14


Jean Savaree, Town Attorney

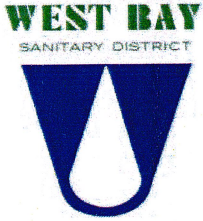
CONTRACTOR:

Dated: 10-28-14


Phil Scott, District Manager
West Bay Sanitary District


Anthony P. Condotti, District Counsel

EXHIBITS A-B
SCOPE OF WORK
AND FEE



Serving Our Community Since 1902

500 Laurel Street, Menlo Park, California 94025-3486 (650) 321-0384 (650)321-4265 FAX

PHIL SCOTT
District Manager

In reply, please refer to our
File No.

July 8, 2014

Paul T. Nagengast, P.E.
Deputy Town Manager
2955 Woodside Road
Woodside, CA 94062

Subject: Amended Proposal for Sanitary Sewer Maintenance Services for the Town Center Sewer Assessment District (TCSAD)

Dear Mr. Nagengast:

Thank you for meeting with us last week to discuss our proposal for sanitary sewer maintenance services. As requested, this letter amends the original proposal as summarized below. An updated scope of services and detailed cost breakdown are attached for your review and use.

Changes to Proposed Scope of Work:

- Maintenance of both pump stations will be completed by CSMS until the Town Center Pump Station upgrade project is completed. West Bay Sanitary District (West Bay) will provide consultation during project design. It is anticipated that the upgrade project will continue beyond the initial term of this agreement.
- The SSO Response item has been separated into three tasks: Collection System SSOs, Pump Station SSOs, and Maintenance Call-Outs. Each task includes an hourly, on-call rate. Pump Station Alarm response is presented as Option 1.
- Optional scope and budget have been added to update and implement the Town's Fats, Oils, and Grease (FOG) control program.
- Development of electronic maps is not included in the scope. However, West Bay will record relevant information in the Computerized Maintenance Management System database as it is gathered, in support of any future mapping effort by the Town.
- West Bay will assist the Town in updating the Sewer System Management Plan, and completing the 2012-13 Biennial SSMP Audit.

We are excited about this opportunity to provide sewer maintenance services to the Town. Please call me at (650) 321-0384 or sramirez@westbaysanitary.org if you have questions or would like additional information.

Sincerely,
West Bay Sanitary District

Sergio Ramirez
Project Manager

cc: PLS, BHK, FILE

SERVING AREAS IN MENLO PARK, ATHERTON, PORTOLA VALLEY, EAST PALO ALTO, REDWOOD CITY, WOODSIDE AND UNINCORPORATED SAN MATEO AND SANTA CLARA COUNTIES

Exhibit A 6-14
1 of 2

Revised Task List and Proposed Cost

Task	Description	Proposed Cost
Task 1. Review Existing Data, Documents and Policies	West Bay will review the existing information listed in the RFP, and will also meet with CSMS, as available, to obtain historical information about the system.	Included Below
Task 2. Integrate Town Facilities into Maintenance Strategy. Based on the information gathered in Task 1, West Bay will integrate cleaning and CCTV inspection activities into its current system-wide maintenance strategy.	West Bay will integrate the Town's sewer collection system into its current maintenance strategy, as described in Section IV of the original proposal. Subtasks include:	
	Task 2.1 Sewer cleaning of pipe on an annual basis, including 16,277 lf of mainline pipe and 2,640 lf per quarter of additional hot spots, developing a progressive cleaning strategy (to move pipes on and off of the hot spot list) using CMMS, and conducting QA/QC of cleaning activities through CCTV inspection.	\$22,975
	Task 2.2 CCTV Inspection of 1,000 lineal feet of previously uninspected pipelines to be identified by the Town, plus 4,000 lineal feet of pipe annually. This budget includes five additional CCTV inspections post-SSO or post-repair, following West Bay standard operating procedures. All inspections will follow NASSCO PACP standards.	\$11,315
	Task 2.3. Pump station maintenance will be completed by others during the initial term of this agreement. Pump station SSO response and assistance during design and construction of pump station upgrades are described below as an optional service.	\$0
Task 3 Sanitary Sewer Overflow Response and Reporting Support for Collection System or Pump Stations	Task 3.1. West Bay will follow the Town's Sewer System Management Plan and Overflow Emergency Response Plan in responding to and conducting initial reporting of up to three sanitary sewer overflows . The Town will serve as the Legally Responsible Official (LRO). Response will be initiated within 60 minutes from notification. Following the SSO and subsequent CCTV inspection, West Bay will recommend follow-up actions.	\$2,942 Or \$326.85 per hour; 3 hour minimum during non-work hours.
	Task 3.2. This task also includes budget for three maintenance call-outs separate from SSO response.	\$1,008 \$105 per hour after first 3 hours
Task 4. Progress Reports	At the beginning of the project, we will develop a standard monthly summary format that includes the performance indicators that will be tracked and measured on a monthly and annual basis. These indicators will correlate closely to the measures that are described in Element 9 of the Town's SSMP. If these elements are not yet defined, we will assist the Town in developing a list that follows Regional Board expectations. The summaries will document issues and provided recommendations to address these issues.	Included Above
Total Baseline Cost (Task 1 - 4)		\$38,239
Optional Task 1. Additional Pump Station Response	Response shall be provided to three pump station alarms . The auto dialer at the Town's main pump station could be programmed to call the West Bay pump facility supervisor with the West Bay maintenance superintendent as back up, in case of a pump station problem or failure, if the Town requests that West Bay serve as the First Responder.	\$1,008 \$120 per hour after first 3 hours
Optional Task 2. Pump Station consultation during design activities	West Bay will provide up to ten hours of consultation on the Town Center Pump Station Improvements Project, including attending meetings and conducting design reviews from an O&M perspective.	\$950
Optional Task 3. Fats, Oils, and Grease Control Program Assistance	This task includes inspection of up to five Food Service Establishments and other FOG-producing businesses, documentation, and recommendations for enforcement. West Bay will also implement FOG outreach, which includes the distribution of up to 20 FOG-prevention mailers .	\$1,920
Optional Task 4. Sewer System Management Plan Update	West Bay will engage V. W. Housen & Associates (VWHA) to update the Town's Sewer System Management Plan. The cost for this work will be finalized through discussions with Town staff, and varies depending on the level of detail that is desired in the SSMP document. This task includes completion of the mandatory 2014 SSMP Audit.	\$7,000 to \$10,000
Optional Task 5. Point Repairs (including Trenchless Spot Repairs)	West Bay has the expertise and equipment, and is available to assist the Town with point and spot repairs. We will advise the Town as to whether each repair can be addressed through a "Pipe Patch" approach, or will require a dig-up. Our experience with both methods of repair is described further in Section IV of the original proposal.	Per Repair. See Appendix A from Original Proposal.



West Bay Sanitary District
 Proposal for Sanitary Sewer Maintenance Services for TCSAD
 Amended July 2014

2014-2015 Sanitary Sewer O&M Proposal - Town of Woodside, CA					
RFP Task	Description	Quantity	Unit	Unit Price	Total
2.1	Sewer cleaning and flushing of 16,277 feet per year of sewer line - entire system	1	Each	\$14,974.84	\$14,974.84
	Hot Spot Cleaning (aka High Frequency) - 2,640 ft quarterly; 1st quarter cleaning included in Item #1	3	Quarters	\$2,666.40	\$7,999.20
2.2	CCTV inspection and cleaning related to lines previously determined as "inaccessible"	1,000	Linear Foot	\$2.35	\$2,350.00
	CCTV inspection (and cleaning as-needed) related to SSOs or repairs. Assumes 5 incidents/year.	1,500	Linear Foot	\$1.63	\$2,445.00
	Annual CCTV inspection (cleaning as needed)	4,000	Linear Foot	\$1.63	\$6,520.00
2.3	Operation and Maintenance of 2 pump stations ~ 2 visits per week each station	Completed by Others (CSMS)			
3.1	SSO Response including clearing stoppage, clean up, reports, etc. (collection system and pump stations)	3	Per Incident	\$980.55	\$2,941.65
	Alternative Hourly Rate (3-person crew plus equipment, 3 hour minimum)	1	Hour	\$326.85	
3.2	Service Call Unplanned Responses - 3 hour minimum (additional hours @ \$105 per/hr)	3	Per Incident	\$336.00	\$1,008.00
Baseline Cost, RFP Tasks 1 through 4					\$38,238.69
Option 1	Pump Station Alarm Response - 3 hour minimum (additional hours @ \$120 per/Hr)	3	Per Incident	\$336.00	\$1,008.00
Option 2	Pump Station Consultation. WBSD staff involvement during design activities.	10	Hours	\$95.00	\$950.00
Option 3	FOG Control Support Services:				
3a	FOG Inspections and Documentation	5	Each	\$360.00	\$1,800.00
3b	Neighborhood Outreach, up to 20 mailers	1	Each	\$120.00	\$120.00
Option 4	Initial Update of SSMP plus SSMP Audit	1	Each	\$7,000 to \$10,000 Depending on Level of Detail	

Example Unit Costs for Point and Spot Repairs

Unit Rates	
Labor:	
Maintenance Worker:	\$102/hr
Rehab Tech:	\$91/hr
Maintenance Worker:	\$59/hr
Equipment:	
Backhoe	\$25/hr
Roller	\$10/hr
Utility Truck	\$22/hr
Material: Cost plus Markup	

Open Trench Repair Estimate (Typical 5 foot Repair 6 feet deep)	
Labor:	\$3,000
Material:	\$600
Equipment:	\$400
Total:	\$4,000

PipePatch CIPP Repair Estimate		
Labor:		\$700
Material:		
6x24 Patch Kit	\$	400.00
6x48 Patch Kit	\$	600.00
8x24 Patch Kit	\$	500.00
8x48 Patch Kit	\$	800.00
Equipment:		\$200
Total:		
6x24 Patch	\$	1,300.00
6x48 Patch	\$	1,500.00
8x24 Patch	\$	1,400.00
8x48 Patch	\$	1,700.00

** Example Unit Costs for Optional Open Trench and CIPP Spot Repairs
(Actual Costs May Vary, Depending on Site Conditions)



Exhibit B 6-2 of 2

EXHIBIT C
INSURANCE FORMS

CERTIFICATE OF COVERAGE

30-Oct-2014

PRODUCER

Alliant Insurance Services, Inc.
 100 Pine Street
 11th Floor
 San Francisco, CA 94111 (415) 403-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE (MOC) BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURED

West Bay Sanitary District
 Member of CSRMA
 500 Laurel Street
 Menlo Park, CA 94025-

97

MEMORANDUM OF COVERAGE NUMBER

CSL WBSD 1314 1

PROGRAM AFFORDING COVERAGE

California Sanitation Risk Management Authority (C.S.R.M.A.)

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT:

PUBLIC ENTITY LIABILITY IS DEFINED IN THE MEMORANDUM(S) OF COVERAGE ON FILE WITH THE ENTITY, AND COPIES ARE AVAILABLE ON REQUEST.

Type Of Coverage:	EffectiveDate	ExpirationDate	S.I.R.	Deductible	Liability Limit Per Occurrence
Public Entity Liability Including:					
General Liability (Coverage)					
General Liability	31-Dec-2013	31-Dec-2014	-	\$25,000	\$2,000,000
Products/Completed Operations					
Contractual Liability					
Automobile Liability (Coverage)					
Owned Automobiles	31-Dec-2013	31-Dec-2014	-	\$25,000	\$2,000,000
Non-Owned Automobiles					
Hired and Non-Owned Auto					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

THE HOLDER IS NAMED AS AN ADDITIONAL COVERED PARTY PER THE MEMORANDUM OF COVERAGE WITH RESPECTS TO THE SANITARY SEWER MAINTENANCE SERVICES FOR THE TOWN CENTER SEWER ASSESSMENT DISTRICT (TCSAD). COPIES OF THE MEMORANDUM OF COVERAGE ARE AVAILABLE UPON REQUEST.

CERTIFICATE HOLDER

Town of Woodside
 2955 Woodside Road
 Woodside, CA 94062
 Attn: Paul T. Nagengast (Deputy Town Manager)

17376 - 240

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CALIFORNIA SANITATION RISK MANAGEMENT
AUTHORITY**

ADDITIONAL COVERED PARTY ENDORSEMENT

This Endorsement forms a part of the Memorandum Of Coverage issued by the CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY.

ADDITIONAL COVERED PARTY: Town of Woodside

CSRMA MEMBER ENTITY: West Bay Sanitary District

DESCRIPTION OF ACTIVITY: Sanitary Sewer Maintenance Services for the Town Center Sewer Assessment District (TCSAD).

DATE(S) OF ACTIVITY: 10/30/2014 - 12/31/2014

LOCATION OF ACTIVITY: Town of Woodside

MAXIMUM COVERAGE LIMIT: \$2,000,000

DEDUCTIBLE: \$25,000

The person or organization first named above is added as an ADDITIONAL COVERED PARTY pursuant to Section III(A), "Definitions" and Section VII, "Covered Parties." Coverage is provided through participation in a risk sharing joint powers authority, for general and automobile liability as defined in the Memorandum of Coverage.

The coverage being provided by this Endorsement is limited to "occurrences" arising out of the activity or location described, and the time period indicated herein, and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage. Pursuant to Section III (A), the person or entity named above is only an Additional Covered Party with respect to operations performed by or on behalf of the CSRMA MEMBER ENTITY, or facilities owned or used by the CSRMA MEMBER ENTITY.

Coverage is in effect for the DATE(S) OF ACTIVITY indicated above and will not be cancelled or allowed to expire at a date other than the last date indicated except upon 30 days' written notice to the Additional Covered Party.

Date issued: 10/30/2014



Authorized Representative

CERTIFICATE OF INSURANCE

30-Oct-2014

PRODUCER

Alliant Insurance Services, Inc.
 100 Pine Street
 11th Floor
 San Francisco, CA 94111 (415) 403-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURED

West Bay Sanitary District
 Member of CSRMA
 500 Laurel Street
 Menlo Park, CA 94025-

INSURERS AFFORDING COVERAGE

Please refer to Coverages section below.

97

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CoverageType	Insurer	Policy	EffectiveDate	ExpirationDate	LimitType	Amount
Workers Compensation and Employer Liability						
	Safety National Casualty Corporation	SP 4050951	01-Jul-2014	01-Jul-2015	Statutory	
					E.L. Each Accident	\$1,000,000
					Disease - Each Employee	\$1,000,000
					S.I.R.	\$750,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

THIS CERTIFICATE IS ISSUED FOR EVIDENCE OF COVERAGE ONLY WITH RESPECTS THE SANITARY SEWER MAINTENANCE SERVICES FOR THE TOWN CENTER SEWER ASSESSMENT DISTRICT (TCSAD).

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

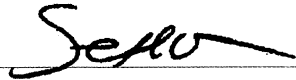
CERTIFICATE HOLDER

Town of Woodside 17376 - 2401
 2955 Woodside Road
 Woodside, CA 94062
 Attn: Paul T. Nagengast (Deputy Town Manager)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF COVERAGE		30-Oct-2014
PRODUCER Alliant Insurance Services, Inc. 100 Pine Street 11th Floor San Francisco, CA 94111 (415) 403-1400	THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
INSURED West Bay Sanitary District Member of CSRMA 500 Laurel Street Menlo Park, CA 94025-	97	
MEMORANDUM OF COVERAGE NUMBER CSWC WBSB 1415 1	PROGRAM AFFORDING COVERAGE California Sanitation Risk Management Authority (C.S.R.M.A.)	
COVERAGES		
THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT: PUBLIC ENTITY LIABILITY IS DEFINED IN THE MEMORANDUM(S) OF COVERAGE ON FILE WITH THE ENTITY, AND COPIES ARE AVAILABLE ON REQUEST.		
Type Of Coverage:	EffectiveDate	ExpirationDate
Public Entity Liability Including:		S.I.R.
		Deductible
		Liability Limit Per Occurrence
Worker's Compensation (Coverage)		
Limit	01-Jul-2014	01-Jul-2015
		\$750,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS THIS CERTIFICATE IS ISSUED FOR EVIDENCE OF COVERAGE ONLY WITH RESPECTS THE SANITARY SEWER MAINTENANCE SERVICES FOR THE TOWN CENTER SEWER ASSESSMENT DISTRICT (TCSAD).		
CERTIFICATE HOLDER	CANCELLATION	
Town of Woodside 2955 Woodside Road Woodside, CA 94062 Attn: Paul T. Nagengast (Deputy Town Manager)	17376 - 2402 SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.	AUTHORIZED REPRESENTATIVE 



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 7**

To: Board of Directors

From: Sergio Ramirez, District Manager

Subject: Consideration of Establishing Date and Time of Public Hearing to Consider Annual Tax Roll Sewer Service Charge Report for Fiscal Year 2021/2022

Background

District Regulations Article IX Section 900 (10B) require the District Manager file with the Secretary of the District Board on or before July 15th a written report containing a description of each parcel receiving sewer service and the charges to be imposed upon said parcels.

The Secretary of the Board is required to provide notice that the report has been filed and to establish a time and date of Public Hearing to consider any objections or protest to the sewer service charges to be collected on the tax roll for the Fiscal Year 2021/2022.

Recommendation

District Manager recommends the Board of Directors establishing a date and time for a Public Hearing to consider the Annual Tax Roll Sewer Service Charge Report for Fiscal Year 2021/2022 on Wednesday, July 14, 2021 at 7:00pm.



WEST BAY SANITARY DISTRICT

NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN pursuant to Sections 5473, et. seq. of the California Health and Safety Code that the District Board of West Bay Sanitary District has, by general regulation, elected to collect its charges for sewer services for FY 2021-2022 on the tax roll in the same manner as general taxes and will cause to be filed with its Secretary a written report containing a description of each parcel of real property receiving sanitary sewer service from the District and the amount of the charge for each parcel.

NOTICE IS FURTHER GIVEN that on Wednesday evening, July 14, 2021 at the hour of 7:00 p.m. at the meeting room located at the District's offices, located at 500 Laurel Street, Menlo Park, CA the District Board will conduct a Public Hearing to hear and consider all protests and objections, if any, to the report.

Anyone wishing to address the District Board concerning these matters may do so in writing at or before the date of the Public Hearing or may be heard at the time of the Board's meeting.

Dated: May 26, 2021

Sergio Ramirez
District Manager



WEST BAY SANITARY DISTRICT AGENDA ITEM 8

To: *Board of Directors*

From: *Sergio Ramirez, District Manager*

Subject: *May 26th, 2021 Update Report on District Response to Corona Virus*

Background

In early March of 2020, the outbreak of Corona Virus in the USA caused Federal, State and Local governments to enact several laws, regulations and guidelines to mitigate the impact of the spread and severity of the virus including Shelter in Place. The District has been busy employing measures to meet those regulations and guidelines as well as taking action to ensure the safe working conditions of staff and minimize exposure of and interaction with the public.

Analysis

The District has thus far taken action in regards to: Shelter in Place, Social Distancing, Personal Protective Equipment, and the Injury and Illness Prevention Program (IIPP).

Shelter in Place: The District as a wastewater agency has been designated as an “Essential Service” and supplied employees with letters drafted by legal counsel that can be shown to legal authorities, if required, to justify their travel to, during and from work. In addition, the District has developed a Modified Work Schedule that requires individuals to stay at home or telecommute in order to reduce interaction and thus the potential of any spread of the virus among District staff. The District has also implemented the use of Zoom for meetings to reduce the need for consultants, partners, the public and Board member to attend in person. A camera and large screen have been installed to accommodate this mode of virtual meetings.

Social Distancing: District staff has employed several measures related to Social Distancing including; limiting meeting size to 10, marking seating spots at tables with 6 foot separation, signage encouraging 6 foot distancing, separation of reporting stations to include the FERRF, Plexi-glass shields at the counter and between workspaces that cannot achieve 6 foot distancing, and closing of the District Office to the public unless by appointment.

Report to the District Board for the Regular Meeting of May 26, 2021

Personal Protective Equipment (PPE): The District has been engaged in supplying employees and Board members with several forms of Personal Protective Equipment and emphasizing the frequent and regular use of this equipment. These items include: The distribution of hand sanitizer to employees and Board members, wipes for counters, chairs and tables, installation of hand sanitizer at counter, tables and offices, N95 masks to all employees, increased counts coveralls, face shields, goggles etc.

This has caused the District to reassess its inventory and at what levels of existing stock should trigger new orders so that the District can maintain adequate levels of important supplies to carry us not only through traditionally thought of natural disasters but pandemics such as this. To that end staff has developed an improved inventory check list that includes contact information for ordering, expected lag times in ordering, minimum levels of stock, Trigger-levels for ordering, dates of stock added to inventory and so on. This should help us be better prepared for future events where PPE can be in short supply or difficult to obtain and District operations can continue uninterrupted.

Injury and Illness Prevention Program: The District has made a significant effort in the way of training employees in how to deal with the COVID 19 response. We have developed SOP's for both field staff and office staff in dealing with customers while maintaining social distancing, utilizing PPE, and remote permitting etc. We have complied with local health officials requirement to complete and post at all entrances the Social Distancing Protocols and used that and our SOP's as a basis for developing a comprehensive COVID 19 Preparedness and Response program.

The District has taken great efforts to inform the public of changes in business procedures during this time including website postings, posting notices and information on all entrance doors, mailings of letters and flyers to residents, and ads in Facebook and YouTube. The use of Wipes has emerged as a huge problem for the District and our outreach has included addressing this problem in the flyers, ads, and correspondence to persuade our constituents to refrain from flushing wipes.

May 13 update: The District has found that it takes at least 3 weeks from the date of order to delivery of consumable PPE items such as; N95 face masks (we have received 2,000 masks since the first March order), 500 face shields, and 150 goggles to protect the field staff from droplets and mist while cleaning the sewer lines.

The District will now be faced with transitioning back to normal operations. The District Office is open on Friday by appointment only. Construction activities are increasing and inspections are being scheduled much more frequently. Social Distancing and PPE will continue to be key elements of District life for the foreseeable future.

May 27 update: The District has opened the office to the public on Tuesdays and Thursdays. Stickers on the floors and notices on the doors and shields at the counters have been placed to remain compliant with the Health Dept. Wipes and signs have been placed in the bathrooms. All the departments except Administration have

returned to normal work hours (which are mostly 9/80 schedule but crews are still separated with the Satellite Office/Corp Yard. As a result of these changes have updated the COVID 19 response plan and affixed to entry doors as required.

June 10 update: Staff is resuming normal Pre-COVID 19 work schedules beginning June 8, with the exception of some of the Admin staff. Office hours will open up to Monday through Thursday 9am to 3pm.

June 24 update: As of Friday, June 12 the Administration Office was open by appointment. Office hours continue to be open Monday through Thursday 9am to 3pm. Staff is continuing to make a concerted effort to be available to the public and contractors for business.

July 8 update: The current YouTube advertisement advising customers not to flush wipes or towels has been viewed by 220,653 people and 24% or 50,759 have viewed the video to completion.

August 12 update: When an employee has been in contact with a known or possible COVID 19 positive patient or been in contact with someone who has been in contact with a confirmed COVID 19 positive patient they will be asked to stay home for a 14-day self-quarantine period and will be asked to be tested for COVID 19. If the employee is well enough during the self-quarantine period, they will work from home during this time. As soon as the employee is COVID 19 negative, they will be asked to return to work.

September 9 update: The District's COVID-19 Preparedness and Response Program has been updated through DuAll Safety to include usage of current San Mateo County Health Department signage, updated social distancing protocol (verbiage and links for continuing SIP order), CDC updates on Coronavirus symptoms, addition of cloth face mask and San Mateo County Health guidelines. Training to be scheduled for September with DuAll Safety (by ZOOM) for all current updates. Staff has purchased two disinfecting fog machines to disinfect surfaces in the Admin and Maintenance Buildings, and Operations Building at FERFF. Disinfection of surface are being done weekly.

September 23 update: Two employees are currently out sick and in quarantine due to a possible exposure to COVID-19 per District's protocol memorialized in our August 12, 2020 update (above) "*When an employee has been in contact with a known or possible COVID 19 positive patient or been in contact with someone who has been in contact with a confirmed COVID 19 positive patient they will be asked to stay home for a 14-day self-quarantine period and will be asked to be tested for COVID 19.*" Once the employees test negative for COVID-19, or quarantine for 14 days, they will be allowed back to work.

October 14 update: No updates at this time.

October 28 update: Updated training on the Response Program will be conducted in October. Two office employees were experiencing COVID-19 symptoms and were asked to work from home until test results were available. Both employees tested negative and have returned to work.

November 18 update: Updated training on the Response Program will be conducted on November 16.

December 9 update: The District is following all County of San Mateo increased COVID-19 restrictions and has cancelled our Holiday Luncheon out of an abundance of caution.

January 13, 2021 update: The front office is now limiting customers inside the lobby to no more than one. Others are asked to socially distance outside while they wait. Staff is working on the new COVID-19 Prevention Emergency Temporary Standards regarding prevention and reporting outbreaks.

January 27, 2021 update: The new COVID-19 Prevention Plan is complete and staff will receive training shortly.

February 10, 2021 update: Updated training on the Response Program was provided on February 2.

February 24, 2021 update: District Manager issued COVID-19 Vaccine letter to staff so they may schedule their vaccine on or after February 22, 2021 as part of the Phase 1B.

March 10, 2021 update: To date 7 employees have received at least one vaccine shot and approximately 3 others have received appointments.

March 24, 2021 update: Approximately 10 employees have been vaccinated.

April 14, 2021 update: The front office is back open to the public with limited hours of 9am-3pm Monday thru Friday with one customer being allowed in the lobby at a time. All four front office staff have received their second vaccine. Approximately, 33% of all staff have received one or more vaccine shots.

April 28, 2021 update: Approximately 50% of West Staff has been vaccinated. Effective May 3rd the Administrative staff will begin to work in the office full time, rather than from home, as they were for one to two days per week.

May 12, 2021 update: West Bay staff is back to working in the office full time and we are continuing have the front office opened to the public Monday through Friday. Over 50% of all staff are now vaccinated.

May 26, 2021 update: According to voluntary data, approximately 70% of West Bay staff have been vaccinated. Staff continues to follow Health Department guidelines.

Fiscal Impact

While there has been considerable expense to implementing some of the COVID 19 mitigation measures such as; converting the FERRF office space (approx. \$2,000), purchasing PPE for stock (\$8,000 to \$10,000), Public Outreach (\$10,500), Zoom Meeting Equipment (approx. \$6,000) these expenses were absorbed in the Operating budget. The FY2020-21 Budget could be substantially impacted by the effects of the national COVID 19 response. To date approximately \$5300.00 has been spent in PPE, \$2000.00 in disinfecting equipment, and \$1927.00 in producing and updating the COVID 19 Response Plan.

Recommendation

The District Manager recommends the Board accept this report and provide comments to the District Manager in regards to the report. Additional information may be available at the Board meeting as conditions and responses are rapidly changing throughout the COVID-19 pandemic.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 9**

To: Board of Directors

From: Sergio Ramirez, District Manager

**Subject: Report and Discussion on the West Bay and Sharon Heights
Recycled Water Facility**

A discussion will be held on the Sharon Heights Recycled Water Facility and other events related to the recycled water plant. The Board will have opportunity to provide direction to staff and legal counsel.

The following is a disclosure statement required for any document, written report or brochure prepared in whole or in part pursuant to the Finance Agreement with the State Water Resources Control Board for the West Bay Sanitary District Recycled Water Project - Sharon Heights:

Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 10**

To: *Board of Directors*

From: *Sergio Ramirez, District Manager*

**Subject: *Discussion and Direction on the Bayfront Recycled Water Project
and Status Update***

A discussion will be held on the District's Bayfront Recycled Water Projects and other events related to the recycled water projects including financing, environmental review, design/build issues and grant applications.

The Board will have opportunity to provide direction to staff and legal counsel.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 11**

To: Board of Directors

From: Sergio Ramirez, District Manager

Subject: Report and Discussion on South Bayside Waste Management Authority (SBWMA)

The District's representative to South Bayside Waste Management Authority (SBWMA), President Fran Dehn, will report on any pertinent items regarding SBWMA business.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 12**

To: Board of Directors

From: Sergio Ramirez, District Manager

**Subject: Report and Discussion on Silicon Valley Clean Water (SVCW)
Plant**

The District's representative to Silicon Valley Clean Water (SVCW), Commissioner George Otte, will report on pertinent items regarding SVCW Operations, CIP and Finance.

Report to the District Board for the Regular Meeting of May 26, 2021

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 14**

To: Board of Directors

**From: Sergio Ramirez, District Manager
Debra Fisher, Finance Manager**

**Subject: Consideration to Adopt Resolution Establishing Rates of Pay
and Related Compensation Provisions**

Background

On June 26, 2019, the Board adopted a Memorandum of Understanding (MOU) between the District and Teamsters Local 350. The provisions in the MOU include approved pay increases, effective June 1, 2019. Increases are determined for the five-year term of the MOU. The 4% increase per year is effective on June 1, 2019 and is based on the approved MOU.

On March 25, 2020 the Board approved the Resolution Establishing the Rates of Pay to include the adjusted salary ranges for the Water Quality Manager and the Water Quality Supervisor/Chief Plant Operator. Subsequently, the Board approved the current Rates of Pay schedule on June 24, 2020.

During the Budget Workshop on May 5, 2021 staff proposed hiring a Utility Worker/ Operator in Training to provide support for the Chief Plant Operator and the Pump Station crew. It was reported the new position would be funded by the STEP/Grinder fees and recycled water projects. The position would be filled only if approved by the Board during the budget process.

Analysis

The attached Resolution is required to adjust the individual salary ranges by 4% and related compensation provisions for represented, unrepresented, and management employees, including the new salary ranges as approved by the Board of Directors.

Fiscal Impact

Salaries and employee benefits will increase per the terms of the MOU and as approved by the Board of Directors. Employees will continue to contribute to the employer's PERS portion at a rate of .25% per year beginning July 1, 2019. Effective July 1, 2020, 0.5%; effective July 1, 2021, 0.75%; effective July 1, 2022, 1.00%; and effective July 1, 2023 1.25%. Additionally, the employee shall pay to PERS the employee's portion of the total required contribution (i.e. 8% of pay for Classic Tier I, 7% Classic Tier II, and 6.75% of pay for PEPRA staff). To-date thirteen employees are in Tier I, one employee is in Tier II, and seventeen employees are in PEPRA.

Recommendation

The District Manager recommends adoption of the attached Resolution.

RESOLUTION NO. ____ (2021)

**RESOLUTION ESTABLISHING RATES OF PAY AND RELATED COMPENSATION
PROVISIONS FOR CERTAIN EMPLOYEES OF THE WEST BAY SANITARY DISTRICT**

*BE IT RESOLVED BY THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT,
COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS FOLLOWS:*

1. Executive Employees (FLSA exempt). The following monthly salary rates in dollars are hereby established for each of the employee positions within the executive employee category as hereinafter set forth, and the individuals duly appointed to said positions of employment shall be compensated at such rates for all services rendered to this District.

Position	Salary Rate
District Manager	16,727 - 20,072

2. Management Employees (FLSA exempt). The following monthly salary rates in dollars are hereby established for each of the employee positions within the management employee category as hereinafter set forth, and the individuals duly appointed to said positions of employment shall be compensated at such rates for all services rendered to this District.

Position	Salary Rate
Projects & IT Manager	11,193 - 15,669
Operations Superintendent	10,427 - 15,119
Water Quality Manager	10,114 - 15,119
Finance Manager	11,193 - 15,669
Office & Communications Manager	6,918 - 10,032

3. General Employees (unrepresented). The following monthly salary rates in dollars are hereby established for each of the listed employee positions within the general employee (unrepresented) category as hereinafter set forth, and the individuals duly appointed to said positions of employment shall be compensated within such rates for all services rendered to this District.

Position	Salary Rate
Assistant Operations Superintendent	9,036 - 12,199
Water Quality Supervisor/Operator	9,036 - 12,199
Pump Facility Supervisor	9,106 - 11,781
Operations Supervisor	9,106 - 11,781
Information Technology Analyst	6,722 - 11,960
Engineering Technician	7,940 - 11,063
Personnel & Accounting Specialist	6,974 - 9,102
Administrative Technician	5,673 - 7,942
Part-Time Clerical Assistant	21 - 26/hour

4. General Employees (represented). The following monthly salary rates in dollars are hereby established for each of the listed employee positions within the general employee (represented) category as hereinafter set forth, and the individuals duly appointed to said positions of employment shall be compensated within such rates for all services rendered to this District.

Position	Salary Rate
Construction Inspector	7,938 - 11,065
Source Control Inspector	7,938 - 11,065
Field Supervisor	6,614 - 10,086
Rehabilitation Technician	6,074 - 9,016
Pipeline Inspection Technician	6,073 - 9,016
Maintenance Mechanic	6,073 - 9,016
Utility Worker / Operator in Training	6,073 - 9,016
Maintenance Worker	5,515 - 7,942
Temporary Maintenance Worker	27/hour

5. Health Benefits Plan.

(a) Subject to all terms and conditions of any agreement which may be entered into between this District and any organization or organizations offering health, dental and/or vision insurance and the provisions of the Public Employees' Medical and Hospital Care Act, the District shall contribute for each employee enrolled the amount necessary to pay for the full cost of his or her enrollment, including the enrollment of his or her family members in a health benefits plan up to the amount required pursuant to Section 22892 of the Government Code.

(b) Subject to all terms and conditions of any agreement which may be entered into between this District and any organization or organizations offering health, dental and/or vision insurance and the provisions of the Public Employees' Medical and Hospital Care Act, the District shall contribute for each annuitant the amount required pursuant to Section 22892 of the Government Code.

(c) The District may, at its sole discretion, enter into, amend, or cancel any agreement between this District and any organization or organizations offering health, dental and/or vision insurance.

6. Optional Benefits Package ("Cafeteria Plan"). Subject to all terms and conditions of any agreement which may be entered into at the employees' option between employees and any organization offering either health, dental, vision and/or universal life insurance benefits, the District shall pay to all represented and unrepresented employees the amount specified in the adopted Memorandum of Understanding Between the West Bay Sanitary District and Teamsters Local 350 adopted by the Board of Directors for the premium of such optional benefits attributable to management, represented, and unrepresented employees of the District.

7. Life Insurance. Subject to all terms and conditions of any agreement which may be entered into between this District and any organization or organizations offering life insurance coverage benefits, the District shall furnish to each employee general life

insurance coverage, the face amount of which shall be equal to one and a half (1.5) times the annual salary of the employee.

8. Deferred Compensation. The District will provide matching contributions for unrepresented employees at a one (1) to 0.75 ratio to a maximum of 3% of salary. I.E. If an employee contributes 4% of their salary to a 457 Deferred Compensation plan the District will contribute 3% of salary equivalent to the employee's 457 Deferred Compensation plan.

9. Retention Plan. In order to promote the retention of "Critical Positions" within the District, the District Manager is authorized to exceed the salary ranges for individuals within this category up to 1-1/2% of base salaries for the positions deemed critical to be distributed at the District Manager's discretion based on achievement of performance goals established for the individuals within the category. Positions deemed critical are determined by recommendation of the District Manager and approved by the District Board.

10. Retirement Plan. Subject to the provisions of this Resolution, retirement benefits for employees qualifying therefore shall be provided in accordance with, and pursuant to that certain contract between the Board of Administration of the Public Employees' Retirement System ("PERS") of the State of California and the District Board of this District, and amendments thereto approved by Resolution No. 628, adopted March 26, 1973 and subsequent Resolutions.

Subject to other provisions of the contract and Resolutions referred to above, the District shall pay to PERS the employer portion. Employees will contribute to the employer's PERS portion at a rate of .25% per year affective July 1, 2019. Effective July 1, 2020, 0.5%; effective July 1, 2021, 0.75%; effective July 1, 2022, 1.00%; and effective July 1, 2023 1.25%. Additionally, the employee shall pay to PERS the employee's portion of the total required contribution (i.e. 8% of pay for Classic Tier I, 7% for Classic Tier II, and 6.75% for PEPRAs members).

11. Interpretation. The provisions of the Resolution shall be administered and interpreted in accordance with and pursuant to Resolution No. 759 of this District, adopted June 13, 1977 (and as amended). Nothing herein shall be deemed a limitation upon any other term and condition of employment, or agreements, or provisions relating thereto, except as specifically herein contained.

12. Effective Date. This Resolution shall be effective on July 1, 2021.

BE IT FURTHER RESOLVED that any and all previously adopted Resolutions or provisions thereof in conflict with the provisions herein contained, be and are hereby, rescinded.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 26th day of May, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

Attest:

Secretary of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California