



1902 - Serving Our Community for over 120 Years - 2024

WEST BAY SANITARY DISTRICT

AGENDA OF BUSINESS

REGULAR MEETING OF THE DISTRICT BOARD

WEDNESDAY, JUNE 12, 2024 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

General Manager

Sergio Ramirez

District General Counsel

Anthony Condotti, Esq.

AGENDA OF BUSINESS

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at:

<https://us06web.zoom.us/j/82514074306?pwd=ImDMWX4p0oRhk8EbvZFjADpKJv9Zye.1>

Meeting ID: 825 1407 4306 Passcode: 304370

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 Regular Meeting May 22, 2024 Pg. 3A-1
 - B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salary and Consideration of Other Financial Matters through May 31, 2024 Pg. 3B-1
 - C. WBSD Operations and Maintenance Report – May 2024 Pg. 3C-1
 - D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – May 2024 Pg. 3D-1
 - E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – May 2024 Pg. 3E-1
 - F. Consider Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission- APN 079-073-170 (27 Hillbrook Drive, Portola Valley) Pg. 3F-1
 - G. Consider Accepting the 8-inch Sewer Main Extension Constructed Pursuant to Class 3 Sewer Permit No. 1615 for 143 Lake Road, Portola Valley, California Pg. 3G-1
4. Presentation by SVCW on Capital Improvement Master Plan and Financial Plan Pg. 4-1
5. General Manager's Report Pg. 5-1

6. Closed Session

A. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to Cal. Govt. Code §54957.6) Agency designated representatives: General Manager, General Counsel, IEDA
Employee Organization: Exempt Employees, Unrepresented Employees, & Teamsters Local 350

7. Consider Approving and Adopting the Memorandum of Understanding Between West Bay Sanitary District and the Sanitary Truck Drivers and Helpers International Brotherhood of Teamsters, Local 350 and Authorize the President of the District Board to Execute the Memorandum of Understanding Pg. 7-1
8. Consider Approving Resolution Adopting FY 2024-25 Budget Pg. 8-1
9. Consider Adopting Resolution Establishing Rates of Pay and Related Compensation Provisions Pg. 9-1
10. Consider Authorizing the General Manager to Issue the Call for Bids for the Upgrade Pump Stations Telemetry System Project No. 1766.0 Pg. 10-1
11. Consider Authorizing General Manager to enter into an Agreement with V.W. Housen & Associates for Engineering Design Services for the 2024 Pipe Repair and Replacement Project Pg. 11-1
12. Consider Authorizing General Manager to enter into an Agreement with V.W. Housen & Associates for Engineering Design Services for the Illinois Forcemain Replacement Project Pg. 12-1
13. Consider Replacing the 2015 Ford Transit Connect with a 2024 Ford E-Transit Van Pg. 13-1
14. Discussion and Consider Authorizing the Board President to Submit Written Nominations to Elect San Mateo LAFCo Alternate Special District Member Pg. 14-1
15. Discussion and Direction on the West Bay and Sharon Heights Recycled Water Facility Pg. 15-1
16. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 16-1
17. Report, Discussion, and Direction on South Bayside Waste Management Authority (SBWMA) including the Solid Waste Franchise Re-Assignment Pg. 17-1
18. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 18-1
19. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
20. 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 120 Years* - 2024

**WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, MAY 22, 2024 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 Director Moritz, Director Otte

BOARD MEMBERS ABSENT: Thiele-Sardiña

STAFF MEMBERS PRESENT: Ramirez, AND Heydari and Condotti by Zoom

Others Present: Dave Richardson – Woodard & Curran by Zoom

2. Communications from the Public: None.

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 Regular Meeting May 8, 2024

B. Consider Approving FY 2023-24 Financial Statements, Third Quarter Ending March 31, 2024

Motion to Approve by: Moritz 2nd by: Otte Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: None.

4. General Manager's Report

Discussion/Comments: General Manager Ramirez reported the FEF draft agreement was sent to SVCW and has a 3.8% increase based on the Consumer Price Index. He also reported on two vehicles which were auctioned off. \$13,200 was received for the retired hydro jetter and \$4,000 was received for the 20 year old power rodder. He reported the HACH commercial flow meter service contract will increase by 10%. He also reported the LAFCo EPASD protest hearing was held on May 22nd. He continued to report that the CWEA Hands-On by-pass training was held at the District. Next regular meetings are scheduled for June 12th and June 26th. The complete General Manager's written report is in the May 22nd, 2024 agenda packet.

6. Consider Resolution Authorizing the Execution and Delivery of a Construction Installment Sale Agreement and Grant Between the District and the State Water Resources Control Board to Finance the Bayfront Recycled Water Facility, and Approving Related Documents and Official Actions

Motion to Approve by: Walker 2nd by: Moritz Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: General Manager Ramirez said the resolution is a State of California requirement in order to secure the SRF loan for the Bayfront Recycled Water Facility.

7. Consider Resolution Authorizing the Execution and Delivery of a Construction Installment Sale Agreement and Grant Between the District and the State Water Resources Control Board to Finance the Avy Altschul Pump Station Project, and Approving Related Documents and Official Actions

Motion to Approve by: Walker 2nd by: Otte Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: General Manager Ramirez said the resolution is a State of California requirement in order to secure the SRF loan for the Avy Altschul Pump Station Project.

5. Closed Session

Entered closed session at 7:20 p.m. Left closed session at 8:12 p.m.

- A. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Cal. Govt. Code §54957.6) Agency designated representatives:
General Manager, General Counsel, IEDA
Employee Organization: Exempt Employees, Unrepresented Employees, &
Teamsters Local 350

Reportable action:

General Counsel Condotti reported the Board accepted a tentative contract agreement with Teamsters Local 350 and approved certain provisions to the exempt and unrepresented employees, modifying their compensation, which will be brought back to the Board on June 12, 2024.

8. Consider Establishing Date and Time of Public Hearing to Consider Annual Tax Roll Sewer Service Charge Report for Fiscal Year 2024/2025

Motion to Approve by: Moritz 2nd by: Walker Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: None.

9. Consider Approving Resolution to Call for Elections – County of San Mateo

Motion to Approve by: Walker 2nd by: Moritz Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: Board consensus was to take item 9 and 10 together with one motion to approve.

10. Consider Approving Resolution to Call for Elections – County of Santa Clara

Motion to Approve by: Walker 2nd by: Moritz Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: Board consensus was to take item 9 and 10 together with one motion to approve.

11. Report and Discussion on Sharon Heights Recycled Water Facility

Discussion/Comments: General Manager Ramirez reported the SRF funding agreement has been received. He continued to report, PG&E installed the electrical transformer to the Avy Altschul Pump Station on May 17th.

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

Discussion/Comments: General Manager Ramirez reported the RFP for the proposed recycled water facility is due June 12th. He also provided an update of the Bayfront Entrance Project.

13. Report, Discussion and Direction on South Bayside Waste Management Authority (SBWMA) including Solid Waste Franchise Re-Assignment

Discussion/Comments: General Manager Ramirez reported he attended the recent LAFCo meeting and spoke during public comments regarding the solid waste franchise re-assignment. He also reported President Dehn and himself will be meeting with LAFCo Commissioner Virginia Chang-Kiraly regarding the franchise re-assignment.

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

Discussion/Comments: Director Otte reported on the approval of the linear generating system. In addition, General Manager Ramirez reported on the RESCU project ribbon cutting ceremony and showed pictures and a video of the SVCW tour.

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

Discussion/Comments: None.

16. Adjournment Time: The meeting was adjourned at 8:58 PM

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WEST BAY SANITARY DISTRICT
Financial Activity Report
May 2024

Date: June 12, 2024

To: Board of Directors

From: Annette Bergeron, Personnel & Accounting Specialist
 Debra Fisher, Finance Manager

Subject: Approve Monthly Financial Activity Report

Financial Activity for the month of May 2024.

Receipt Summary:

Commercial Deposits	231,696.67
Deposits in Transit/(Prior Period)	(7,316.80)
Returned Checks	(72,565.91)
Credit Cards / ACH Payments	119,005.49
Franchise Fees	10,070.08
San Mateo County [Tax Roll]	2,789,298.33
Other Receipts	159,812.27
Transfers	1,000,000.00
Total Receipts	<u><u>4,230,000.13</u></u>

Withdrawal Summary

Total Checks	308,546.30
Total Corp Cards	13,101.24
Total Bank Wires/ACHs	1,286,279.09
External Withdrawals	1,607,926.63
Total Internal Bank Transfers	-
Total Withdrawals	<u><u>1,607,926.63</u></u>

Fund	<u>Expenditure Summary by Budget Category</u>	
100	Operations	899,583.00
200	Capital	63,390.20
300	Solid Waste	0.00
500	Recycled Water	48,937.43
800	Silicon Valley Clean Water	596,016.00
Expenditures by Fund		<u><u>1,607,926.63</u></u>

The transactions listed comprise multiple District checking accounts. On October 30, 2023, the District opened a new Operating account. The District separated payroll expenditures into a separate account to insulate employees from possible risk.

Presented to West Bay Sanitary District Board of Directors for review and approval.

President _____

Secretary _____

Investment Portfolios

There are currently five separate investment reserves maintained to support the goals of the District, along with reserves held in LAIF, the Vehicle & Equipment Reserve held in a money market account, and the restricted Pension Trust and Recycled Water State Revolving Fund (SRF) Reserves. Annual contributions are made in accordance with the Board approved budget and periodically evaluated.

<u>Reserve Account</u>	<u>Originated</u>	<u>Target Balance</u>	<u>Balance 4/30/24</u>	<u>Target</u>
Operating Reserve	11/26/2014	\$14 million	\$14,024,468	Achieved
Rate Stabilization Reserve	10/30/2015	\$10 million	\$11,120,737	Achieved
Treatment Plant Reserve	8/1/2021	\$12 million	\$12,498,861	Achieved
Capital Project Reserve	11/26/2014	\$8 million	\$29,000,851	Achieved *
Emergency Capital Reserve	10/19/2010	\$6 million	\$6,595,766	Achieved
Recycled Water Cash Flow	11/18/2016	\$8 million	\$6,406,627	Unfulfilled
Recycled Water SRF Reserve	3/1/2018	\$1.46 million	\$1,519,178	Achieved
Vehicle & Equipment Reserve	8/18/2011	\$1 million	\$1,005,908	Achieved

* Capital Budget funds of \$20 million invested in short-term treasuries to increase yields until funds needed for projects.

Excess funds over the current monthly expenditures are held in Local Agency Investment Fund (LAIF), which are equivalent to cash and may earn higher yields without a long-term commitment. Operating Reserves, customer deposits, current capital projects, and Solid Waste Funds are held in LAIF.

<u>Investments by Type</u>	<u>Balance 4/30/24</u>
Operating Accounts	\$4,316,054
Local Agency Investment Fund (LAIF)	\$19,868,581
Unrestricted Reserves	
Investment Portfolios	\$65,622,843
Money Market Account	\$1,005,908
Restricted Reserves	
Recycled Water SRF Reserve	\$1,519,178
Public Agency Retirement Services (PARS)	\$875,969 **

** Balance as of 4/30/24 (current statements unavailable)

The Operating account had a higher than usual balance due to \$2.8 million SMC tax roll receipt 5/31/24 and payroll account funding.

**West Bay Sanitary District
Receipts
May 2024**

RECEIPT NUMBER	RECEIPT DATE	DESCRIPTION	AMOUNT
463556	5/1/2024	Goldsilverisland Properties Llc: 661 Partridge Ave, MP, Per	660.00
463557	5/1/2024	City of Menlo Park: 2023 MWD Permit WB120930	155,814.93
463558	5/1/2024	Bandel & Paula Carano Trust: 40 Meadow Ln, PV,SSC FY 2023-24	2,481.99
463559	5/2/2024	Casey Construction: 1545 Laurel Pl, MP, Permit	490.00
463560	5/3/2024	Thomas James Homes: 905 Monte Rosa Dr, MP, Permit	110.00
463561	5/3/2024	Sod Home Group: 302 Sherwood Way, MP, ADU Conn & Permit	5,654.80
463562	5/6/2024	Town of Los Altos Hills: MSA 3/2024	45,968.35
463563	5/8/2024	Marcy Yarbrough: Permit: 398 Menlo Oaks, Permit	490.00
463564	5/8/2024	Smelly Mels Plumbing: 21 Sneckner Ct, MP, Permit	490.00
463565	5/8/2024	Mcguire & Hester: 3757 Haven Ave, MP, Permit	0.00
463566	5/9/2024	Bellumori Darline Tr: 48 Politzer Dr, MP, Permit	720.00
463567	5/10/2024	Discount Plumbing: 633 18th Ave, MP, Permit	490.00
463568	5/10/2024	American Construction: 75 Fairview Ave, Conn,ADU & Permit	12,971.60
463569	5/10/2024	King Kong Plumbing: 1077 Tehama Ave, MP, Permit	490.00
463570	5/13/2024	Handyplumbing Man: 1161 Werth Ave, MP, Permit	490.00
463571	5/13/2024	Rebuild Green: 2316 Loma Prieta, MP, Permit	220.00
463572	5/14/2024	Hossein Jalali: 900 Wallea Dr, MP, Permit	220.00
463573	5/14/2024	James Caccia Plumbing: 1150 Cloud Ave, MP, Permit	490.00
463574	5/14/2024	Deborah Eula: 149 Hawthorne Dr, Ath, Permit	393.78
463575	5/14/2024	Scott Mitic: 155 Grove Dr, PV,SSC FY 2023-24, Late Fee	4,452.00
463576	5/15/2024	Recology: SW Franchise Fee 4/2024	10,070.08
463577	5/14/2024	Majumdar Arunava Tr: 1065 Cascade Dr, MP, Permit	110.00
463578	5/15/2024	Abodu: 98 Beacon St, MP, ADU Conn & Permit	7,376.40
463579	5/15/2024	Nor Cal Grease&Construction: 1438 El Camino Real, MP, Permit	490.00
463580	5/15/2024	Wizard Plumbing: 239 Oakhurst Pl, MP, Permit	490.00
463581	5/15/2024	Trenchfree, Inc.: 211 Oakhurst Pl, MP, Permit	490.00
463582	5/15/2024	Bayshore Plumbers: 186 Burns Ave, ATH, Permit	490.00
463583	5/16/2024	M.Juelsingaard: 1165 Los Trancos Rd, PV,Replace CR-463515+\$50	72,615.91
463584	5/16/2024	Commando Plumbing: 259 Hedge Rd, MP, Permit	490.00
463585	5/17/2024	Sacred Heart School: 150 Valparaiso Ave, ATH, Permit	200.00
463586	5/17/2024	Bayshore Plumbers: 28 Laburnum Rd, ATH, ADU Conn & Permit	9,098.00
463587	5/17/2024	Star Rooter & Plumbing: 911 Peggy Ln, MP, Permit	380.00
463588	5/20/2024	Daniel L Schafer: 27 Hillbrook Dr, PV,Annexation	655.00
463589	5/20/2024	Weco Industries: Purchase 2004 Ford Power Rodder, Unit 204	4,000.00
463590	5/20/2024	Discount Plumbing: 286 Catalpa Dr, Ath, Permit	490.00
463591	5/20/2024	S.Patel & R.Dharawat: 1996 Camino A Los Cerros, MP, Permit	220.00
463592	5/20/2024	Charlene Cheng: 267 Willow Road, MP, Permit	490.00
463593	5/20/2024	Atlas Pools Of Gilroy: 88 Linda Vista Ave, ATH, Permit	459.20
463594	5/21/2024	Bing Hai & Tao Fu: 81 Clay Dr, ATH, ADU Conn & Permit	6,085.20
463595	5/22/2024	Peninsula Innovation fbo Meta: RW Project Mgmt 2/23/24	37,525.18
463596	5/22/2024	Hemmel Custom Construction: 701 Menlo Oaks Dr, MP, Permit	490.00
463597	5/22/2024	Brian Henderson: 2000 Camino A Los Cerros, MP, Permit	490.00
463598	5/29/2024	Paul Goswamy: 1303 American Way, MP, Permit	220.00
463599	5/30/2024	Wescott Construction: 1250 Hermosa Way, MP, ADU & Permit	3,933.20
463600	5/30/2024	SMC: Tax Roll Cleanup FY 2023-24	2,789,298.33
463601	5/30/2024	OHC of California: Refund Overpayment C.Tofavaha	35.00
463602	5/31/2024	Discount Plumbing: 2 Randall Pl, MP, Permit	490.00
463610	5/31/2024	SHGCC: O&M 6/2024 & SRF Loan Installment# 3	122,287.09
463612	5/17/2024	Star Rooter & Plumbing: 911 Peggy Ln, MP, Permit	490.00
463613	5/20/2024	Star Rooter & Plumbing: 911 Peggy Ln, MP, Permit - Refund	(490.00)
Total Receipts			\$3,302,566.04
Returned Checks			(72,565.91)
Net Receipts			\$3,230,000.13
Bank Transfers:			
WBSD: LAIF to Payroll Account			1,000,000.00
Total Receipts			\$4,230,000.13

**West Bay Sanitary District
Financial Activity Report
Withdrawals
May 2024**

Check	Date	Payee	Purpose	Amount
71773	5/2/2024	CWEA	CWEA Membership M.Argueta Ramos Exp.5/31/24	214.00
71774	5/2/2024	California Water Service	Water Service - Stowe Ln 3/23/24-4/22/24	30.67
71775	5/2/2024	Cintas	Uniform Service 4/24/24	1,249.49
71776	5/2/2024	Comcast	Internet - Laurel St 4/20/24-5/19/24	354.38
71777	5/2/2024	Core & Main	Couplers & Supplies 4/2024	3,414.92
71778	5/2/2024	Dolphin Graphics	West Bay Gear 4/2024	1,682.62
71779	5/2/2024	Endress + Hauser Inc.	Micropilot Radar - SHRWF 4/2024	1,885.52
71780	5/2/2024	Navia Benefit Solutions	FSA Contributions PR 05/03/24	1,102.30
71781	5/2/2024	Grainger	Misc Parts & Supplies 4/2024	739.29
71782	5/2/2024	HF&H Consultants	SSC Rate Study 3/2024	1,095.00
71783	5/2/2024	Interstate Traffic Control	Traffic Control Signs 4/2024	161.88
71784	5/2/2024	City Of Menlo Park - Water Svc	Water Service - Laurel St 3/1/24-4/5/24	347.56
71785	5/2/2024	R.A. Nosek Investigations	New Hire Background Check E.Huerta 4/26/24	315.00
71786	5/2/2024	Pacific Gas & Electric	Electric Service - March-April 2024	20,722.32
71787	5/2/2024	Principal Life Insurance	Dental, Vision, Life, AD&D, Disability Ins 5/2024	4,745.36
71788	5/2/2024	Redwood City Health & Wellness	DOT Physicals J.Kinder 4/30/24	85.50
71789	5/2/2024	Verizon Wireless	District Cellphones 3/16/24-4/15/24	2,120.12
71790	5/2/2024	Zenon Environmental	Insight Monthly Reports & Technical Support 3/2024	9,439.07
71791	5/14/2024	A-A Lock & Alarm	Key Storage Box 4/2023	91.82
71792	5/14/2024	Abila	MIP Cloud Subscription 6/4/24-7/3/24	698.36
71793	5/14/2024	Bay Reprographic	HP Designjet XL 3600 MFP Balance, \$7,949.78 pd 2/8/24	1,886.62
71794	5/14/2024	California Water Service	Water Service - Seminary Pump Station 3/26/24-4/23/24	30.67
71795	5/14/2024	CalPERS Longterm Care Program	LTC Withholding 5/1/24-5/15/24	67.27
71796	5/14/2024	CentralSquare Technologies	Lucity Annual Renewal 8/1/24-7/31/25	14,332.97
71797	5/14/2024	Cintas	Uniform Service 5/1/24	2,445.70
71798	5/14/2024	City Of Menlo Park	866 Live Oak Ave, MP Encroachment Permit Point Repair	690.10
71799	5/14/2024	City Of Menlo Park	850 Live Oak Ave MP Encroachment Permit Point Repair	690.10
71800	5/14/2024	City Of Menlo Park - Fuel	District Vehicles Fuel 4/2024	8,038.64
71801	5/14/2024	City Of Menlo Park - Water Svc	Water Service - Hamilton Ave 3/15/24-4/19/24	50.68
71802	5/14/2024	Janitorserv Universal Services	Janitorial Service 5/2024	1,075.00
71803	5/14/2024	Core & Main	Couplers & Supplies 4/2024	2,470.36
71804	5/14/2024	CPS HR Consulting	HR Consulting Services 2/25/24-3/30/24	172.50
71805	5/14/2024	CWEA	CWEA Membership B.Hulsmann 6/2024 & Grade Test Fee A.Ambriz 5/2024	335.00
71806	5/14/2024	Deborah Peres	Landscaping 5/2024	400.00
71807	5/14/2024	Embarcadero Media Foundation	SSC Rates Public Notice 4/5/24	630.00
71808	5/14/2024	Grainger	Misc Parts & Supplies 4/2024	121.06
71809	5/14/2024	Home Depot Credit Services	Operating Supplies & Pump Station Parts & Material 4/2024	667.35
71810	5/14/2024	Ieda	Consulting Fees 5/2024	814.00
71811	5/14/2024	Kimball Midwest	Tools 4/2024	128.80
71812	5/14/2024	Kone Pasadena	Elevator Maintenance 5/2024	319.60
71813	5/14/2024	Medina's Catering	Bypass Training Lunch 5/14/24, CWEA Reim.	1,524.63
71814	5/14/2024	Navia Benefit Solutions	Commuter & FSA Fees 4/2024 & FSA Contributions PR 05/17/24	1,502.30
71815	5/14/2024	Owen Equipment Sales	New Cleaning Nozzle 4/2024	3,665.16
71816	5/14/2024	Pacific Gas & Electric	Electric Service - March-April 2024	6,689.94
71817	5/14/2024	PBM	Concrete Mix 4/2024	217.00
71818	5/14/2024	Seekzen Systems	IT Consulting Service 4/2024	475.00
71819	5/14/2024	Seth Avila	Seth Avila Boot Reimbursement	250.00
71820	5/14/2024	Shape, Inc.	Floats Stock and Replacement 12/2023	2,488.75
71821	5/14/2024	Sharp Business Systems	Copiers Monthly Lease 5/2024	1,279.93
71822	5/14/2024	TPX Communications	District VoIP & Fiber Service 5/2024	2,963.78
71823	5/14/2024	Underground Republic Water	ARC Couplers, Pipe Fittings and Pipe 5/2024	3,834.47
71824	5/14/2024	Veolia Water North America	Water Service - 1805 Purdue Ave 4/2/24-5/1/24	64.55
71825	5/14/2024	Vision Communications Co.	Radio Air Time 5/2024 & Install Digital Radios (7+Base Station) 3/2024	8,688.49
71826	5/21/2024	AAA Rentals	Jumping Jack Rental 4/8/24-4/30/24	1,729.00
71827	5/21/2024	AT&T	Telemetry & Alarms 4/13/24-5/12/24	1,213.90
71828	5/21/2024	BAGG Engineers	Stowe Lane PS Geotechnical Observation & Testing 4/2024	11,440.00
71829	5/21/2024	Bay Area Paving Co.	Paving: 438 Walsh Rd, Ath & Belbrook Way, Ath 5/2024	3,841.00
71830	5/21/2024	California Water Service	Water Service - April-May 2024	2,017.08
71831	5/21/2024	Cintas	Uniform Service 5/2024	1,197.00
71832	5/21/2024	City Of Menlo Park - Water Svc	Water Service - March-April 2024	98.92
71833	5/21/2024	Dale Scott & Co.	Continuing Disclosure Report 6/2023	4,000.00
71834	5/21/2024	Du-All Safety, LLC	Safety Maint. Contract 4/2023	4,320.00
71835	5/21/2024	FedEx	FedEx: Detection Instruments 5/8/2024	114.40
71836	5/21/2024	First Unum Life	Life, AD&D, Disability Ins. 5/2024	2,545.12
71837	5/21/2024	HF&H Consultants	Sewer Rate Study FY 2024-25	2,122.50
71838	5/21/2024	Occupational Health Centers	Health Screening E.Huerta 4/19/24	207.00
71839	5/21/2024	Pacific Gas & Electric	Electric Service - Los Trancos Rd 4/16/24-5/14/24	347.31
71840	5/21/2024	Preferred Alliance	DOT Testing Admin Fees 4/2023	378.60
71841	5/21/2024	Ranger Pipelines	Bayfront Park Sanitary Sewer Improvement Project 4/2024	51,600.20

**West Bay Sanitary District
Financial Activity Report**

**Withdrawals
May 2024**

71842	5/21/2024	ReadyRefresh By Nestle	Water Delivery 4/2024	64.13
71843	5/21/2024	Recology Peninsula Services	Recology Waste 2 Yard Bin - SHGCC 4/2024	249.39
71844	5/21/2024	Rich Voss Trucking	Rock Delivery 5/2024	368.00
71845	5/21/2024	Signa Mechanical	E-One Grinder Pump Cables 5/2024	2,799.09
71846	5/21/2024	Teamsters Local No. 350	Union Dues 5/2024	1,088.00
71847	5/21/2024	Teletrac Navman US	Vehicle GPS 3/2024	543.92
71848	5/21/2024	Verizon Wireless	District Cellphones & SHRWF Communications 4/2024-5/2024	1,698.94
71849	5/30/2024	Airgas Usa, LLC	Tank Rentals & Supplies 4/2024	105.77
71850	5/30/2024	Atchison, Barisone & Condotti	Legal Services 4/2024	7,206.19
71851	5/30/2024	Bay Alarm	Alarm & Fire Services - 1700 Marsh 6/1/24-8/31/24	858.63
71852	5/30/2024	Bay Reprographic	Ink Cartridges for HP Plotter 5/2024	894.54
71853	5/30/2024	Void Check Overflow		0.00
71854	5/30/2024	Bayside Equipment Company	Generator Service & Repairs (14) 4/2024	8,949.75
71855	5/30/2024	California Water Service	Water Service - April-May 2024	66.90
71856	5/30/2024	CalPERS Longterm Care Program	LTC Withholding 5/16/24-5/31/24	67.27
71857	5/30/2024	CDW Government	Lenovo ThinkBook 14 G6 IRL 5/2024	947.12
71858	5/30/2024	CentralSquare Technologies	Online Permitting System 4/2024	315.00
71859	5/30/2024	Cintas	Uniform Service 5/22/24	1,267.38
71860	5/30/2024	City Of Menlo Park - Water Svc	Water Service - Laurel St 4/5/24-5/3/24	347.56
71861	5/30/2024	CWEA	CWEA Membership - M.Ramos & Cert Renewal - S.Lolohea & V. Garcia 6/2024	545.00
71862	5/30/2024	Deborah Peres	Landscaping - SHRWF 5/2024	400.00
71863	5/30/2024	Detection Instruments Corp.	Monitoring Device Maintenance 5/2024	368.56
71864	5/30/2024	Ford Motor Company	Ford Pro Charger Onboarding (2) 8/2023	1,000.00
71865	5/30/2024	Kaz & Associates	FERRF Levee Improvements 4/2024	350.00
71866	5/30/2024	Kimball Midwest	Tools 5/2024	169.94
71867	5/30/2024	Mission Clay Products, Llc	Sewer Pipe Supplies 5/2024	2,939.62
71868	5/30/2024	Navia Benefit Solutions	FSA Contributions PR 05/31/24	1,102.30
71869	5/30/2024	Orenco Systems, Inc.	Grinder Panel Stock and Replacement (10) 5/2024	10,503.42
71870	5/30/2024	Pacific Gas & Electric	Electric Service - April-May 2024	2,882.42
71871	5/30/2024	Peninsula Truck Repair	Unit 209 Oil Leak Repair 5/2024	11,706.58
71872	5/30/2024	Readyrefresh By Nestle	Water Delivery 4/11/24-5/10/24	295.89
71873	5/30/2024	Red Wing	Safety Boots - D.Nanni & M.Ramos 5/2024	477.41
71874	5/30/2024	Redwood City Health & Wellness	DOT Physicals - H.Cortez 5/22/24	85.50
71875	5/30/2024	Redwood General Tire Co	Unit 210 Tires (2); Unit 223 Tire Repair; Unit 202 Tires (4) & Service 5/2024	3,791.45
71876	5/30/2024	San Mateo Lawn Mower Shop	Wacker Jumping Jack Yearly Tune Up 4/2023	289.58
71877	5/30/2024	Stevens Creek Quarry	Base Rock 5/2024	689.58
71878	5/30/2024	Streamline	Annual Website Renewal 5/1/24-5/1/25	6,600.00
71879	5/30/2024	Total Equipment Of Fremont	Bobcat Replacement Tires (4) 5/2024	2,313.13
71880	5/30/2024	V.W. Housen & Associates	Master Plan Update 10/1/23-12/31/23	18,700.00
71881	5/30/2024	Valley Heating & Cooling	HVAC Maintenance Agreement 3/2024	4,950.00
71882	5/30/2024	Western Truck Fabrication, Inc	Installed Safety Lock Bars Unit 217 4/2024	3,870.71
Checks				308,546.30

Corporate Cards:

GL	Date	Account Name	Description	Amount
12000	5/31/2024	Accounts Receivable	Grammarly Co: To be refunded	144.00
54028	5/31/2024	Commuter Benefits	Fastrak: Commuter Benefit ; Uber: Employee Commute Home	1,198.66
54080	5/31/2024	Memberships	Peloton Membership: Bike Full Access Membership	44.00
54091	5/31/2024	Stationary and Office Supplies	Costco & Staples: Office Supplies; SMCo: Recording Docs	1,821.72
54101	5/31/2024	Ops Supplies & Materials	Winch Solenoid, Grammarly- SOP Writing, New Lifting Chains, Bobcat Pin	858.35
54112	5/31/2024	Personal Safety Garments	Williamson-Dickie: Work Shirts Bob S	109.32
54118	5/31/2024	Contract Street Repair	San Mateo County Planning: 106 Ramona Rd Los Trancos	415.09
54121	5/31/2024	General Eng, Surveys, Studies	San Mateo County Recorder: Easement Documents	70.00
54126	5/31/2024	Safety Training	Safety Recognition Program: Safeway & Philz Gift Card	450.00
54132	5/31/2024	Printing Forms & Cards	San Mateo County Recorder: Scanned Documents	142.00
54133	5/31/2024	Public Outreach	Curveball Truck LLC: Public Outreach	44.77
54151	5/31/2024	Fleet/Vehicle R&M	Unit 224: Truck Paint	830.25
54154	5/31/2024	Mobile & Non-mobile Equip R&M	Amazon: Unit 224- Plastic Clip Pack	19.84
54158	5/31/2024	Computer Software R & M	Norton, Duo MFA and Zoom Subscriptions	231.45
54159	5/31/2024	Computer Hardware R & M	Amazon: Cables, Phone Cases, Screen Protector; Staples: Keyboards & Mice	474.90
54173	5/31/2024	Dept Training & EE Development	Safeway & Noah's Bagels: Training Snacks	119.22
54174	5/31/2024	Mgmt Conf. & District Meetings	March Birthdays, Admin Day, Managers Meetings, District Meetings	1,854.00
54175	5/31/2024	CWEA Conf/Section Mtgs	CWEA Conference Lodging (4 EE's)	2,844.13
54191	5/31/2024	Internet	Comcast California: Plant - SHRWF	713.14
54203	5/31/2024	Licenses & Permits	Anydesk: SHRWF	716.40
US Bank - CalCards				13,101.24

**West Bay Sanitary District
Financial Activity Report
Withdrawals
May 2024**

Bank Wires/ACH

<u>Date</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
5/2/2024	ADP	Payroll Taxes - Board	739.27
5/2/2024	ADP	Director Fees April 2024	3,809.35
5/2/2024	ADP	Payroll Taxes -5/3/24	37,219.48
5/2/2024	ADP	Employee Payroll - Check Date: 5/3/24	125,010.12
5/3/2024	MissionSquare	Deferred Compensation PR 5/3/24	11,552.03
5/6/2024	SVCW	SVCW Monthly Operating Contribution	596,016.00
5/10/2024	ADP	ADP Fees	373.25
5/13/2024	CalPERS	Health Premiums	74,443.59
5/14/2024	CalPERS	Retirement Contributions PR 5/3/24	29,688.73
5/16/2024	ADP	Payroll Taxes -5/17/24	41,803.89
5/16/2024	ADP	Employee Payroll - Check Date: 5/17/24	131,695.17
5/24/2024	ADP	ADP Fees	322.05
5/24/2024	Navia Benefit Solutions	June Commuter Benefits	1,184.10
5/28/2024	CalPERS	Retirement Contributions PR 5/17/24	29,739.18
5/30/2024	MissionSquare	Deferred Compensation PR 5/17/24	11,914.32
5/30/2024	ADP	Payroll Taxes -5/31/24	43,344.02
5/30/2024	ADP	Employee Payroll - Check Date: 5/31/24	135,493.97
5/31/2024	MissionSquare	Deferred Compensation PR 5/31/27	11,914.32
5/31/2024	Nuvei / Paya	Credit Card Processing Fees	16.25
Bank Wires/ACH			<u>1,286,279.09</u>

Bank Transfers:

<u>Date</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
Internal Bank Transfers			<u>0.00</u>

Summaries:

Withdrawal Summary

Total Checks	308,546.30
Total Corp Card	13,101.24
Total Bank Wires / ACHs	1,286,279.09
Total Internal Bank Transfers	0.00
Total Withdrawals	<u>1,607,926.63</u>

West Bay Sanitary District
Expenditures By Vendor
7/01/2023 to 05/31/2024

Withdrawals	Total by Vendor YTD FY 2023-24	Withdrawals May 2024
AAA Fire Protection Services	1,450.00	-
AAA Rentals	11,088.09	1,729.00
A-A Lock & Alarm	2,379.72	91.82
Ace Fire Equipment & Service	1,295.84	-
Action Towing	658.75	-
Abila	4,226.58	698.36
ADP - Fees	8,020.00	695.30
ADP-Wage Garnishment	-	-
Advanced Laser	1,169.19	-
Aerzen USA Corp.	359.85	-
Aesculus Aboricultural	1,500.00	-
Airgas Usa, LLC	1,054.16	105.77
All American Sewer Tools	968.36	-
Allied Crane	11,926.32	-
The Almanac	420.00	-
Alpha Analytical Laboratories	26,711.25	-
Angel Ambriz	486.50	-
Anderson Pacific	4,644,267.38	-
Aqua Natural Solutions	4,036.80	-
AT&T	13,301.57	1,213.90
Atchison, Barisone & Condotti	133,552.53	7,206.19
Seth Avila	500.00	250.00
Aztec Consultants	-	-
BAGG Engineers	96,880.00	11,440.00
Backflow Prevention Specialist	-	-
Bank of the West	392.02	-
BMO	484.27	-
Battery Junction Wholesale	2,736.57	-
Bay Alarm	18,986.41	858.63
Bay Area Air Quality Mgmt Dist	21,188.00	-
Bay Area Barricade Service Inc	-	-
Bay Area Paving Co.	30,926.00	3,841.00
Bay Reprographic	11,048.94	2,781.16
Bayside Equipment Company	20,898.69	8,949.75
Annette Bergeron	340.74	-
Jed M. Beyer	91.54	-
BidNet	9,125.00	-
Blackburn Manufacturing Co	-	-
Bluebeam, Inc.	800.00	-
Bonny Doon Environmental	1,344.51	-
Bosco Oil Inc DBA Valley Oil	-	-
Brilliant Homes, Inc.	9,547.00	-
CA Dept Of Tax & Fee Admin	-	-
CASA	14,730.00	-
CA State Disbursement Unit	-	-
CPS HR Consulting	2,052.50	172.50
Calgon Carbon Corporation	-	-
Calif. Labor Law Poster Service	-	-
CA Regional Water Quality	-	-
California State Lands Comm	2,025.00	-
California Water Service	25,851.40	2,145.32
CalPERS - Retirement	698,945.99	59,427.91
CalPERS - Health Premiums	766,043.01	74,443.59
CalPERS - Unfunded Accrued Liability	-	-
CalPERS - Actuary Fees	1,050.00	-
CalPERS - 1959 Survivor Billing	-	-
CalPERS Longterm Care Program	1,479.94	134.54
California Car Sounds	2,039.80	-
Casey Construction	3,088,050.10	-
CDW Government	10,032.61	947.12
Center For Hearing Health	680.00	-
CentralSquare Technologies	69,413.85	14,647.97
Chavan & Associates	14,500.00	-
ChemsearchFE	876.64	-
Cintas	56,141.35	6,159.57
City of Foster City	567.00	-
City of Menlo Park	5,935.40	1,380.20
City Of Menlo Park - Fuel	80,657.65	8,038.64
City Of Menlo Park - Water Svc	8,293.73	844.72
Clark Equipment Company	30,703.92	-
Clean Earth Environmental	1,675.51	-
Cleanserv Universal Services	11,145.94	1,075.00
Coast To Coast Trucking School	10,000.00	-
Comcast	6,072.29	354.38
The Concept Genie	1,351.25	-
Consolidated Parts	-	-
Core & Main	24,302.64	5,885.28
Corrosion Protection Solutions	4,150.00	-
Heath Cortez	-	-
Costco	60.00	-
CSDA	9,275.00	-
CSRMA c/o Alliant Insurance	350,809.86	-
CUES	5,365.94	-
Custom Tops, Inc.	7,357.30	-

West Bay Sanitary District
Expenditures By Vendor
7/01/2023 to 05/31/2024

Withdrawals	Total by Vendor YTD FY 2023-24	Withdrawals May 2024
CWEA	8,250.00	1,094.00
Deborah Peres	6,600.00	800.00
D & L Supply	5,983.96	-
Dale Scott & Co.	4,000.00	4,000.00
Daniel Mechanical	-	-
Das Manufacturing, Inc.	-	-
DES Architects & Engineers	39,273.45	-
Detection Instruments Corp.	2,816.69	368.56
Dell Marketing	19,403.82	-
Dewey Pest Control	-	-
Ditch Witch West	709.14	-
Dolphin Graphics	11,336.89	1,682.62
Downtown Ford Sales	129,285.38	-
Du-All Safety, LLC	46,048.05	4,320.00
Duke's Root Control, Inc	259,010.16	-
Embarcadero Media Foundation	10,456.58	630.00
Employment Development Dept.	-	-
Endress + Hauser Inc.	1,885.52	1,885.52
Envirozyme	2,712.66	-
ESRI	11,300.00	-
East Bay Municipal Utility	2,528.00	-
Ergoworks	-	-
Fast Response On-Site Testing	2,703.36	-
FedEx	1,844.82	114.40
First Unum Life	2,545.12	2,545.12
Fischer Compliance LLC	-	-
Ford Motor Company	5,074.00	1,000.00
Freyer & Laureta	1,431,296.25	-
Frisch Engineering, Inc.	1,875.00	-
Andres Garcia	245.54	-
Victor Garcia	496.04	-
Global Equipment, Inc	-	-
Golden Gate Truck Center	461.38	-
Golden State Reprographics LLC	-	-
GoldStreet Design Agency	4,000.00	-
Govconnection, Inc.	-	-
Governmentjobs.Com	4,871.92	-
Grainger	35,386.94	860.35
Granite Rock Company	2,934.88	-
John Green	1,175.00	-
Quinten Green	-	-
Grundfos CBS Inc.	1,880.00	-
HF&H Consultants	51,063.75	3,217.50
H & R Plumbing & Drain	26,600.00	-
Hach Company	26,384.30	-
Hadronex	58,497.66	-
Harben California	6,688.51	-
Harrington Industrial Plastics	1,147.71	-
Helix Laboratories	2,764.03	-
Gabriel Hernandez	2,400.00	-
Hillyard/San Francisco	1,535.95	-
Home Depot Credit Services	18,278.95	667.35
Bob Hulsmann	949.46	-
ICMA	-	-
IEDA	8,954.00	814.00
Innovyze LLC	10,840.00	-
Institute For Local Government	-	-
Instrument Technology Corp.	1,211.13	-
Interstate Traffic Control	465.94	161.88
Ironhouse Sanitary District	-	-
Kaz & Associates	10,350.00	350.00
Parisa Khorsand	-	-
Kimball Midwest	13,091.35	298.74
Justin Kinder	75.00	-
Kone Pasadena	3,196.00	319.60
Las Lomitas Elementary Sd	49,000.00	-
Lasky Trade Printing	164.06	-
Leaf Capital Funding	2,824.24	-
Learn It	-	-
Aurora Ledesma	150.00	-
Yutian Lei	918.44	-
Livermore Auto Group	-	-
Sione Lolohea	-	-
Damian Madrigal	291.76	-
Eric Madrigal	-	-
Mallory Co.	47,988.73	-
Lisandro Marquez	250.00	-
Matheson Tri-Gas	1,046.60	-
Maxx Metals	-	-
McCrometer Inc.	116,943.75	-
Medco Supply Company	1,518.91	-
Medina's Catering	1,524.63	1,524.63
Menlo Park Fire Protection	-	-
Menlo Park Hardware Co. #14016	-	-
Meta Platforms (Facebook)	303,966.63	-

West Bay Sanitary District
Expenditures By Vendor
7/01/2023 to 05/31/2024

<u>Withdrawals</u>	<u>Total by Vendor</u> <u>YTD FY 2023-24</u>	<u>Withdrawals</u> <u>May 2024</u>
Microix, Inc.	2,111.25	-
Mid Peninsula Abstracts	-	-
Mid State Container Sales, Inc	-	-
MiscoWater	2,612.24	-
Mission Clay Products, LLC	8,506.28	2,939.62
MissionSquare	333,490.00	35,380.67
Mission Valley Ford	-	-
Morse Hydraulics	1,752.68	-
Motion Industries	-	-
Multiquip Inc	-	-
Municipal Maintenance Equip.	20,792.70	-
Dominic Nanni	-	-
Napa Auto Parts	1,912.23	-
Nassco Pacp	-	-
National Auto Fleet Club	-	-
Navia Benefit Solutions	45,837.17	4,891.00
NeoPost	1,850.00	-
Carrie Nevoli	225.00	-
Carrie Nevoli - Petty Cash	108.32	-
NorCal Materials, Inc.	2,456.18	-
North Bay Pensions	-	-
Nuvei / Paya	533.35	16.25
Occasions, Etc.	250.17	-
Occupational Health Centers	907.00	207.00
Ogasawara Landscape Maint.	-	-
Omega Industrial Supply	8,474.50	-
Orenco Systems, Inc.	51,878.65	10,503.42
Ovivo Usa, LLC	11,545.14	-
Owen Equipment Sales	7,032.51	3,665.16
P&F Distributers	1,010.85	-
Paxxo (USA) Inc	-	-
PBM	7,156.59	217.00
Pacific Gas & Electric	307,437.78	30,641.99
Paytrace	5,375.55	-
Peninsula Battery Inc.	195.91	-
Peninsula Truck Repair	13,852.01	11,706.58
Pier 2 Marketing	1,000.00	-
Charles A. Planje	-	-
Ponton Industries	7,619.50	-
Precise Concrete Sawing, Inc.	2,208.40	-
Precise Printing And Mailing	20,843.11	-
Precision Engineering	933,530.04	-
Preferred Alliance	3,277.66	378.60
PrimePay Fees	-	-
Principal Life Insurance	78,237.50	4,745.36
Project Ergonomics	1,264.21	-
Quadient Leasing USA	1,073.48	-
Quincy Compressor	6,302.89	-
R.A. Nosek Investigations	1,623.00	315.00
R.D. Kincaide, Inc.	16,049.56	-
Raco Mfg & Eng, Co	2,679.69	-
Sergio Ramirez	26,128.20	-
Ranger Pipelines	322,081.81	51,600.20
Readyrefresh By Nestle	4,129.96	360.02
Recology Peninsula Services	2,743.29	249.39
Red Wing	6,645.29	477.41
Redwood City Health & Wellness	598.00	171.00
Redwood General Tire Co	15,496.59	3,791.45
City Of Redwood City	4,631.31	-
Todd Reese	62.52	-
Registrar Of Voters	-	-
Repcor	20,822.51	-
Rich Voss Trucking	2,381.00	368.00
Roadsafe Traffic Systems, Inc.	13,140.47	-
Samuel M. Rose	3,909.40	-
George Sanchez	300.00	-
SVCW - Monthly Operating Contribution	6,556,176.00	596,016.00
SVCW - Debt Reserve Contribution	-	-
SVCW - 2018 Bonds	1,836,301.05	-
SVCW - 2021 A&B Bonds	2,728,945.85	-
SVCW - SRF Debt	506,765.20	-
Silicon Valley Clean Water	1,650.00	-
Chamber San Mateo County	475.00	-
County of San Mateo	58.00	-
San Mateo County Assessor	305.00	-
San Mateo County Tax Collector	1,013.24	-
San Mateo County Health	3,265.70	-
County of San Mateo - LAFCO	21,739.00	-
San Mateo Lawn Mower Shop	701.67	289.58
County of Santa Clara	-	-
SWRCB	688,101.88	-
Secretary Of State	40.00	-
Seekzen Systems	30,914.45	475.00
Sensera Systems	6,295.00	-
Shape, Inc.	10,695.00	2,488.75
Sharp Business Systems	14,063.30	1,279.93
Siemens Industry, Inc.	2,087.97	-


West Bay Sanitary District
Expenditures By Vendor
7/01/2023 to 05/31/2024

Withdrawals	Total by Vendor YTD FY 2023-24	Withdrawals May 2024
Signa Mechanical	5,047.54	2,799.09
Sonsray Machinery LLC	4,951.46	-
Spartan Tool	3,409.70	-
SPL Laboratories	-	-
Staples Credit Plan	1,354.53	-
State Board Of Equalization	7,900.00	-
Stevens Creek Quarry	4,388.00	689.58
Streamline	13,200.00	6,600.00
Sturdy Fence Company	690.00	-
Sunstate Equipment	2,942.40	-
Sutter EAP	437.00	-
Syneco Systems, Inc.	796.50	-
TPC Training	-	-
TPX Communications	34,034.14	2,963.78
Taradigm, Inc.	5,250.00	-
Teamsters Local No. 350	11,690.00	1,088.00
Teletrac Navman US	3,263.52	543.92
Telstar Instruments, Inc.	2,244.00	-
Thomas & Associates	-	-
Total Equipment Of Fremont	35,908.32	2,313.13
Town Of Atherton	3,000.00	-
Towne Ford	35,709.23	-
Trojan Technologies Group ULC	33,864.78	-
Uline	2,452.56	-
Underground, Inc.	-	-
Underground Republic Water	21,393.34	3,834.47
Underground Service Alert	14,084.29	-
United Rentals (North America)	1,671.00	-
Univar Solutions USA	5,799.89	-
US Bank - CalCards	125,848.73	13,101.24
U.S. Jetting, LLC.	1,956.19	-
US Standard Products Corp	4,408.28	-
V & A Consulting Engineers	28,234.00	-
V.W. Housen & Associates	328,327.45	18,700.00
Valley Heating & Cooling	6,126.00	4,950.00
Valley Power Systems North	566.92	-
Vallombrosa Center	225.00	-
Veolia Water North America	727.59	64.55
Verizon Wireless	20,424.05	3,819.06
Video Voice Data Communication	-	-
Vision Communications Co.	29,123.26	8,688.49
Weco Industries	45,928.02	-
The Weed Solution	-	-
West Yost & Associates	59,934.00	-
Western States Tool & Supply	-	-
Western Truck Fabrication, Inc	3,870.71	3,870.71
D'Andre White	312.24	-
Woodard & Curran	797,167.15	-
Young's Auto Supply Center	288.71	-
Zenon Environmental	9,439.07	9,439.07
Zip's AW Direct	-	-
Zoll Medical Corporation	1,895.12	-
Cole Erskine	12,769.01	-
Andrew & Bonnie Sterngold	-	-
Rebecca Flynn & Alexander Moissis	9,046.24	-
William F. Kelly	9,046.24	-
Tedd Corman	-	-
Scott Mitic	17,988.30	-
Elizabeth Holmes	42,718.94	-
Craig M. Buschbaum	48,845.85	-
John Ciancutti	52,157.11	-
Martin & Emiko Kim	52,157.11	-
George Tidmarsh & Courtney Moulds	48,845.85	-
Total Vendor Withdrawals	29,994,806.34	1,088,811.36
Wages & Payroll Taxes		
Salaries/Wages - Net Pay	3,280,095.15	392,199.26
Directors Fees - Net Pay	37,023.03	3,809.35
Payroll Taxes	1,030,697.66	123,106.66
Performance Merit Program - Net Pay	44,071,362.60	-
Total Payroll	48,419,178.44	519,115.27
Total External Withdrawals	78,413,984.78	1,607,926.63
WBSD Transfers:		
WBSD LAIF Account	25,700,000.00	-
WBSD Investment Accounts	-	-
Public Agency Retirement Services (PARS)	75,000.00	-
Other Transfers	20,500,000.00	-
Total Transfers	46,275,000.00	-
Total Withdrawals	124,688,984.78	1,607,926.63



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

To: Board of Directors
From: Bob Hulsmann, Operations Superintendent
Subject: WBSD Operations and Maintenance Report – May 2024

 Month	Basin PM Pipe Cleaning	High Freq. PM Pipe Cleaning	Un-Sche. Pipe Cleaning	WBSD CCTV Insp.	Pipe Patch Repairs	Open Trench Repairs	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls- Unit 208			
	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.	Qty.	Cat. 1	Cat. 2,3,4	Call Outs	Sch PM	Unsch. PM	USA's
January	13.9	4.4	0.1	2.8	5	12	80	0	0	0	94	13	1	208
February	12.2	6.6	0.4	2.3	9	4	64	0	0	0	55	11	0	174
March	18.0	0.2	0.1	3.0	0	11	69	0	0	0	54	14	0	139
April	9.3	4.6	0.3	3.5	6	12	70	1	0	0	49	9	0	184
May	13.1	7.8	0.4	1.9	4	8	69	1	0	0	47	14	0	283
June														
July														
August														
Sept.														
Oct.														
Nov.														
Dec														
Yr to date	66.5	23.6	1.3	13.5	24.0	47.0	352.0	2.0	0.0	0.0	299.0	61.0	1.0	988.0
2024 Goals	120.0	50.0	n/a	45-50	50-65	90	n/a	<10	<	4	n/a	n/a	n/a	n/a
2023 Results	127.7	47.1	8.5	**45.4	52	94	821	0	0	2	832	85	11	3416
2022 Results	120.9	53.6	7.5	**40.3	**92	100	774	0	1	2	858	97	2	3161
2021 Results	*123	*50	8.6	**46	**55	91	834	2	0	4	944	n/a	n/a	2294
2020 Results	134.2	51.0	8.4	29.6	72	85	754	6	0	0	1012	89	5	2362
2019 Results	112.0	48.2	6.9	42.7	60	86	967	6	0	4	1063	75	33	2850
2018 Results	134.2	48.5	7.4	42.1	66	63	1256	6	0	4	1139	134	89	2525

* = Including TOW
 ** = Including LAH and TOW

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

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

Subject: Town of Los Altos Hills - Operations and Maintenance Report for Work Performed by WBSD – May 2024

Town of Los Altos Hills O & M Report 23/24										
	Basin PM Pipe Clean-ing	High Freq. PM Pipe Clean-ing	Un-Sche. Pipe Clean-ing	WBSD CCTV Insp.	Pipe Patch Repairs	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls
Month	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.	Cat. 1	Cat. 2,3,4	Call Outs
January-24	1.0	1.3	0.2	1.0	0	4	0	0	0	0
February	2.2	0.2	0.0	1.1	2	4	0	0	0	0
March	1.4	1.2	0.0	1.0	0	4	0	0	0	0
April	0.5	1.8	0.3	0.1	2	5	0	0	0	0
May	0.4	1.7	0.0	0.8	2	5	0	0	0	0
June	0.0	0.0	0.0	0.0	0	0	0	0	0	0
July	0.0	0.0	0.0	0.0	0	0	0	0	0	0
*August 23	1.0	0.8	0.0	0.5	0	4	0	0	0	0
Sept.	0.7	1.0	0.5	0.8	0	4	0	0	0	0
Oct.	0.0	1.3	0.2	0.9	0	4	0	0	0	0
Nov.	0.4	1.4	0.0	1.0	0	4	0	0	0	0
Dec	1.0	1.6	0.0	0.9	0	4	0	0	0	0
** Yr to date	8.6	12.3	1.2	8.1	6.0	42	0	0	0	0
FY23/24Goals	10.6	14.4	n/a	8.1	n/a	52	n/a	n/a	n/a	n/a

* = August- Start of Contract

	Goal	Total	Remain
Cleaning	25	22.1	2.9
CCTV	8.1	8.1	0.0

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

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

Subject: Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – May 2024



Yearly Summary Report

6/5/2024
12:45 PM

Dates Between 6/1/2023 and 5/31/2024

Month	Basin PM Pipe Cleaning (miles)	High Freq PM Pipe Cleaning (miles)	Unscheduled Pipe Cleaning (miles)	CCTV Inspection (miles)	Pump Stations Preventive Maintenance Qty	Pump Stations Unscheduled Repairs Qty	SSO Cat 1	SSO Cat 2 & 3	Service Calls Call Outs
January	0.0	0.0	0.0	0.0	8	1	0.0	0.0	0.0
February	0.00	0.0	0.0	0.0	8	0	0.0	0.0	0.0
March	0.00	0.3	0.0	0.0	8	0	0.0	0.0	0.0
April	0.00	0.0	0.0	1.0	8	0	0.0	0.0	0.0
May	0.00	0.0	0.0	0.0	8	0	0.0	0.0	0.0
June	0.00	0.3	0.0	0.0	8	0	0.0	0.0	0.0
July	0.00	0.0	0.0	0.0	8	0	0.0	0.0	0.0
August	0.00	0.0	0.0	0.0	8	0	0.0	0.0	0.0
September	0.00	0.3	0.0	0.0	8	0	0.0	0.0	0.0
October	0.00	0.0	0.0	0.0	8	0	0.0	0.0	0.0
November	0.00	0.0	0.0	0.0	8	0	0.0	0.0	0.0
December	4.52	0.0	0.0	0.0	8	0	0.0	0.0	0.0
Totals	4.52	0.8	0.0	1.0	96	1	0.0	0.0	0.0

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

To: Board of Directors

From: Fariborz Heydari, P.E., Project Manager

Subject: Consider Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission- APN 079-073-170 (27 Hillbrook Drive, Portola Valley)

Background

The owners of the property located at 27 Hillbrook Drive, Portola Valley, (APN: 079-073-170) have requested that the Local Agency Formation Commission (LAFCo) annex their property into the West Bay Sanitary District for the purposes of obtaining sanitary sewer service. The existing single-family residence will need to connect to the existing gravity main located on Hillbrook Drive.

Analysis

Attached for the Board's review is the description of the property to be annexed (Exhibit A) and the LAFCo Resolution No. 1316 (Exhibit B) approving the annexation.

Fiscal Impact

Property owner has paid all required annexation fees, and the fiscal impact would be additional sewer service charge revenue to the District once the parcel is connected.

Recommendation

The Project Manager recommends that the District Board approve the Resolution as presented.

Attachments: Resolution _____ (2024)
Exhibit A – Geographical/Legal Description
Exhibit B – LAFCo Resolution No. 1316

RESOLUTION NO. ____ (2024)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

A Resolution Consenting to the Annexation of APN 079-073-170, Unincorporated San Mateo County to the West Bay Sanitary District

WHEREAS:

1. A petition for annexation of the property described herein to this District was initiated by the property owners.
2. The Local Agency Formation Commission of San Mateo County assigned the following distinctive short-form designation: Annexation of APN 079-073-170 to West Bay Sanitary District.
3. The property to be annexed is described as follows:
See Exhibit "A" attached hereto and by this reference made a part hereof.
4. The said property has an existing dwelling.
5. The conditions of annexation are:
 - a. In the event that, pursuant to rules, regulations or ordinances of the District, as now or hereafter amended, the District shall require any payment of a fixed or determinable amount of money either as a lump sum or installments, for the acquisition, transfer, use or right of use of all or any part of the existing property, real or personal, of the District, such payment will be made to the District in the manner and at the time as provided by rules, regulations or ordinances of the District, as now or hereafter amended.
 - b. Upon and after the effective date of said annexation, the territory, and all persons entitled to vote by reason of residing or owning land within the territory, shall be subject to the jurisdiction of the District; shall have the same rights and duties as if the territory had been a part of the District upon its original formation; shall be liable for the payment of principal, interest and any other amounts which shall become due on account of any outstanding or then-authorized but thereafter issued bonds, including revenue bonds, or other contracts or obligations of the District; shall be subject to the levying or fixing and collection of any and all taxes, assessments, service charges, rentals or rates as may be necessary to provide for such payment; and shall be subject to all of the rates, rules, regulations and ordinances of the District, as now or hereafter amended.

6. The proposed annexation is for the interest of the landowners and present and future inhabitants within the District and within the said property to be annexed.
7. The Local Agency Formation Commission of San Mateo County has adopted Resolution 1316 (Exhibit B) ordering annexation of the referenced territory to the West Bay Sanitary District.

NOW, THEREFORE, BE IT RESOLVED that:

- a. The above described property, pursuant to the order of the San Mateo County Local Agency Formation Commission, is hereby annexed to the West Bay Sanitary District, and the District Manager is directed to make such distribution of this Resolution as is required by law or is desirable.
- b. Pursuant to Government Code Section 56837, the District consents to waiver conducting authority proceedings.
- c. The regular San Mateo County Assessment Roll will be used to collect sewer service charges.
- d. The territory will not be taxed for bonded indebtedness.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 12th day of June, 2024 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

ANNEXATION NO. 2024-01

ANNEXATION TO WEST BAY SANITATION DISTRICT

GEOGRAPHIC DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY, SITUATE IN THE TOWN OF PORTOLA VALLEY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING ALSO LOT 17, AS SHOWN ON THE CERTAIN MAP ENTITLED "TRACT NO. 779 HILLBROOK", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN MATEO COUNTY, ON JULY 22, 1959, IN BOOK 51 OF MAPS AT PAGES 44 AND 45, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HILLBROOK DRIVE AND THE DIVIDING LINE BETWEEN LOT 16 (ALSO KNOWN AS 21 HILLBROOK DRIVE, APN: 079073180) AND LOT 17 (ALSO KNOWN AS 27 HILLBROOK DRIVE, APN: 079073170) OF SAID MAP, ALSO BEING AN ANGLE POINT OF THE EXISTING WEST BAY SANITATION DISTRICT BOUNDARY;

THENCE, (1) SOUTH 61°36'04" WEST 308.47 FEET ALONG THE EXISTING DISTRICT BOUNDARY AND SOUTHEASTERLY LINE OF SAID LOT 17;

THENCE, (2) NORTH 47°42'50" WEST 124.00 FEET ALONG THE EXISTING DISTRICT BOUNDARY AND SOUTHWESTERLY LINE OF SAID LOT 17;

THENCE, (3) NORTH 59°01'56" EAST 397.29 FEET ALONG THE EXISTING DISTRICT BOUNDARY AND NORTHWESTERLY LINE OF SAID LOT 17 TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 86°35'00" EAST;

THENCE, LEAVING THE EXISTING DISTRICT BOUNDARY, (4) ALONG SAID CURVE THROUGH AN ANGLE OF 0°51'00", AN ARC DISTANCE OF 2.60 FEET TO THE BEGINNING OF A TANGENT REVERSING CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET;

THENCE, (5) ALONG SAID CURVE THROUGH AN ANGLE OF 27°03'46", AN ARC DISTANCE OF 141.70 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1.00 ACRES OF LAND MORE OR LESS.

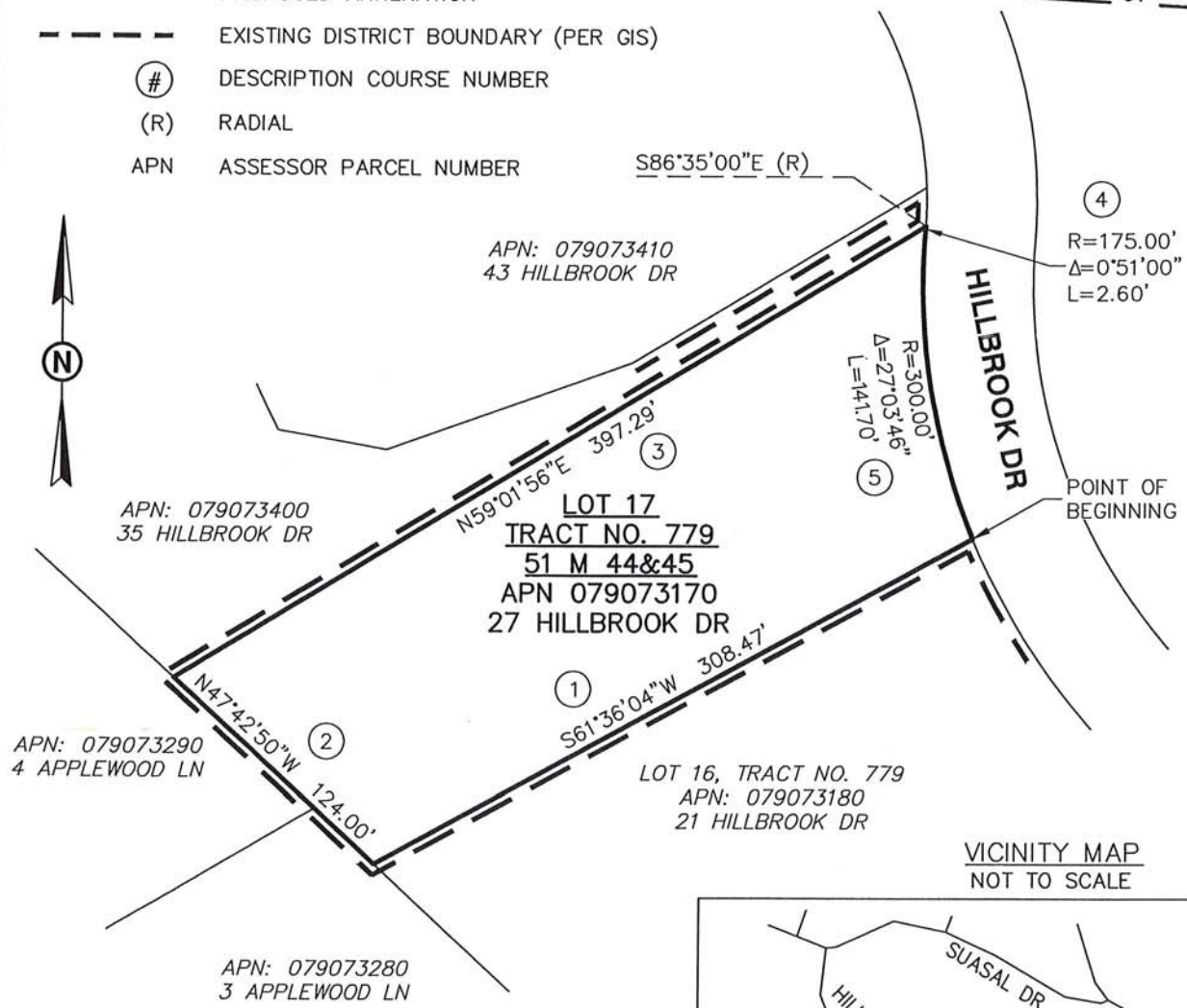
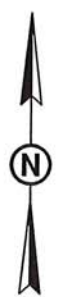
FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

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

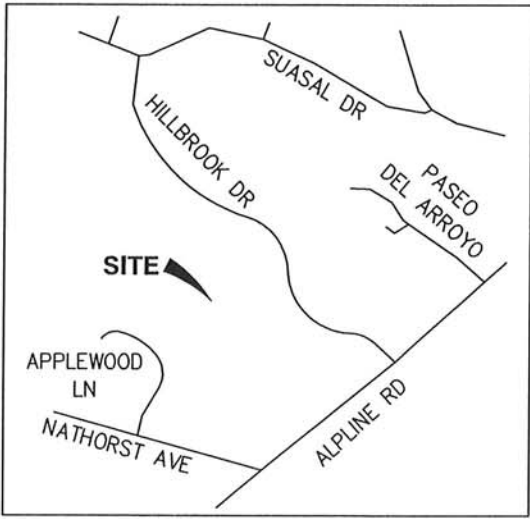
EXHIBIT A PAGE 1 OF 2

LEGEND

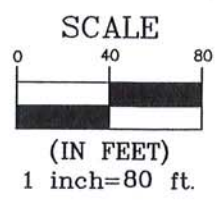
- PROPOSED ANNEXATION
- - - - EXISTING DISTRICT BOUNDARY (PER GIS)
- Ⓝ DESCRIPTION COURSE NUMBER
- (R) RADIAL
- APN ASSESSOR PARCEL NUMBER



VICINITY MAP
 NOT TO SCALE



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.



ADDRESS:
 27 HILLBROOK DR
 PORTOLA VALLEY, CA 94028

ASSESSOR PARCEL NUMBER(S): 079073170	LAFCO RESOLUTION NO. XX-XX	ACREAGE: 1.00	DATE: 01/09/2024	SCALE: 1"=80'
---	-------------------------------	------------------	---------------------	------------------

WEST BAY SANITARY DISTRICT ANNEX. NO.
 BEING LOT 17, "TRACT NO. 779 HILLBROOK",
 BOOK 51 OF MAPS, PAGES 44 AND 45, SAN
 MATEO COUNTY, CALIFORNIA



1755 Matthews Ln
 Santa Cruz, CA 95062
 (518) 227-0097
 www.surv-a.com

EXHIBIT 13 PAGE 2 OF 3 RESOLUTION NO. 1316

RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 24-01 -
ANNEXATION OF 27 HILLBROOK, PORTOLA VALLEY (APN 079-073-170)
TO THE WEST BAY SANITARY DISTRICT AND
WAIVING CONDUCTING AUTHORITY PROCEEDINGS

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 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 1.0 acres, is found to be uninhabited, and is assigned the following distinctive short form designation: Annexation of 27 Hillbrook Drive, Portola Valley to the West Bay Sanitary District.

Section 4. Conducting authority proceedings are hereby waived in accordance with Government Code Section 56662(a) and this annexation is hereby ordered.

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 20th day of March 2024

Ayes and in favor of said resolution:

Commissioners: Tygarjas Bigstyk

Virginia Chang-Kiraly

Harvey Rarback

Kati Martin

Ann Draper

Warren Slocum

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

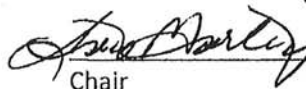
EXHIBIT B PAGE 3 OF 3

Noes and against said resolution:

Commissioner(s): None

Absent and/or Abstentions:

Commissioner(s): Ray Mueller



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

ATTEST:



Rob Bartoli
Executive Officer
Local Agency Formation Commission

Date: 3/20/2024

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

Clerk to the Commission
Local Agency Formation Commission

Date: _____



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

To: Board of Directors

From: Fariborz Heydari, P.E. Project Manager

**Subject: Consider Accepting the 8-inch Sewer Main Extension
Constructed Pursuant to Class 3 Sewer Permit No. 1615 for 143
Lake Road, Portola Valley, California**

Background

This permit request was for the extension of the existing 8-inch sewer main an additional 270 LF to serve the new single-family home and ADU at 143 Lake Road in Portola Valley.

Analysis

The Board issued this Permit at the Regular Meeting of January 12, 2022.

The work has been completed, inspected, tested, and approved by staff as being in conformance with District Standards.

Recommendation

The Project Manager recommends that the Board accepts the construction of newly installed 8-inch sewer main and the General Manager to approve Class 3 Permit No. 1615.

Attachments: Class 3 Permit (1615)
Site map

WEST BAY SANITARY DISTRICT

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

Permit Number
1615

Type _____

APPLICATION FOR CLASS 3 SEWER PERMIT

To the WEST BAY SANITARY DISTRICT:

The undersigned, being the Owner Owner's Agent of the property located at

143 Lake Rd Portola Valley CA 94028

does hereby request permission to construct sanitary sewers and related facilities to serve a

Residential Non-residential Development at said location.

ENGINEER'S

Dan McLead
Name

965 Center St
Address

San Carlos 94070
CONTRACTOR'S

Kevin Quellmatz
Name

777 Jacqueline Ct
Address

Encinitas CA

Receipt of \$ 585 Application Fee is hereby acknowledged [Signature] 12/14/2021
Date

Receipt of \$ 2000 Cash Deposit or Performance Bond

Comments Construction of new house with new sewer line connection

Approved by the District Board on _____

Application approved and permit issued:

WEST BAY SANITARY DISTRICT
Sergio Ramirez, District Manager

Date _____

By _____

Final Acceptance by the District Board on _____

3G-2

CLASS 3 SEWER PERMIT

Permission is hereby granted to the applicant to construct sanitary sewers and related facilities ("the work") to serve the property described upon the following conditions:

1. **Compliance with District Regulations.** There shall be full compliance with all pertinent provisions of the District's Code of General Regulations.
2. **Performance of the Work.** The work shall be constructed:
 - (a) In accordance with the District's "Standard Specifications for Sanitary Sewer Construction —Part D"; and
 - (b) In substantial accordance with the drawings on file in the District Office and approved by the District Board; and
 - (c) Under the inspection of and to the approval of the District. In this regard, the District shall not control or direct the actual work of construction, but shall be the sole judge as to whether the work is completed and has met all requirements including requirements of quantity and quality of materials and equipment.
3. **Protection of the Work.** Until the work has been finally completed, it and all its component parts, materials, and equipment shall be cared for and protected by the Owner/Owner's Agent and the District shall have no responsibility whatsoever for such care and protection. Final acceptance shall not be deemed to have occurred until there has been formal action of the District Board accepting the work.
4. **One-Year Guaranty of the Work.** The Owner/Owner's Agent shall guarantee the work against leaks, breaks, and other unsatisfactory conditions due to defective materials, equipment, or workmanship for a period of one (1) year from the date of final acceptance. Upon discovery of any such unsatisfactory conditions, except in the event of an emergency requiring immediate action, the District shall give you prompt written notice thereof to the Owner/Owner's Agent requiring that repairs or replacements be promptly made to the work. Should the Owner/Owner's Agent fail to undertake the necessary repairs or replacements within five (5) days after written notice has been given or shall fail to promptly complete such repairs or replacements, or in the event of an emergency when the District shall be excused from giving prior written notice, the District may make such repairs and replacements and charge Owner/Owner's Agent for the cost thereof. The Owner/Owner's Agent shall defend and hold the District harmless from any and all claims, actions, causes of action, liability, damages, costs, expenses, attorney's fees or the like arising out of any occurrence resulting from an unsatisfactory condition of the work or from any repair or replacement thereof.
5. **Cash Deposit or Performance Bond.** The Owner/Owner's Agent shall furnish the District with a cash deposit or a corporate surety bond securing faithful performance of the one-year guaranty referred to in Condition No. 4 above, including the obligation to defend and hold the District harmless. The amount of the cash deposit or corporate surety bond shall be equal to fifty percent (50%) of the District's estimated cost of the work. Cash deposits shall not accrue interest for the benefit of the Owner/Owner's Agent. Corporate surety bonds shall be written by a company or companies and in a form acceptable to the District.
6. **Payment of District's Cost and Expenses.** The Owner/Owner's Agent shall reimburse the District for all of its costs and expenses in excess of the Permit application fee in connection with examination of plans and specifications, inspection of construction, testing of facilities, and the like. The amount of such costs and expenses shall be determined by the District.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 4**

To: Board of Directors

From: Sergio Ramirez, General Manager

**Subject: Presentation by SVCW on Capital Improvement Master Plan and
Financial Plan**

Representatives from Silicon Valley Clean Water will report on the capital improvement master plan and financial plan.

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To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *General Manager's Report*

1) Administrative:

- a. The Succession Plan conducted by CPS HR consulting will commence in the next 30 days.
- b. The Board President and General Manager met with a LAFCo representative to discuss reassigning the Solid Waste Franchise to the County. Subsequently, the District received a letter from the County regarding the franchise.
- c. A draft amendment to the Flow Equalization Facility agreement was sent to SVCW for review.

2) Finance:

- a. Staff prepared the final FY24/25 budget. The budget will be presented to the Board on June 12, 2024.
- b. Staff met with representatives from Oracle's NetSuite to discuss their finance software.
- c. The District will receive a \$20,000 deposit from Meta to start plan review for Willow Village.

3) CIP Projects:

a. Capital Improvement Program (CIP):

- i. Ranger Pipelines is making progress on the Bayfront Sanitary Sewer Improvements project.

b. Levee Improvement Project:

- i. Staff is working with the various consultants in preparation of Phase II of the Levee Project. The project is scheduled to resume in September of this year if not sooner.

c. Point Repair Project Phase II:

- i. Casey Construction applied for City, County, and Caltrans permits for the Phase II Point Repair Project. The project will eliminate High Frequency cleaning pipe segment schedules.

4) Information Technology (IT):

- a. The testing period of the new online permit system is ongoing. The new permitting system is scheduled to go live on July 1st.

- 5) **Operations and Maintenance:**
 - a. **Collection System:**
 - i. Crews found a defect in a High-density Polyethylene (HDPE) pipe that travels under the 101 freeway. More will be reported during the board meeting.
 - b. **Pump Facilities:**
 - i. The pump station telemetry project is ready and will go out for bid in June.
 - c. **Training:**
 - i. Management staff attended a webinar training sponsored by CSRMA. The training will help lower deductible to the District's Liability Insurance.
- 6) **Water Quality:**
 - a. **Sharon Heights Golf and Country Club (SHGCC):**
 - i. PG&E installed the electrical services for the Avy Altschul Pump Station on May 17th. The pump station began to deliver water to the treatment facility on Monday June 3rd.
 - ii. SHGCC continues to require administrative support due to their numerous requests regarding their need for more water. At some point we may need to hire additional personnel to support the reclaimed water facility and SHGCC. These added costs will be added to the SHGCC O&M annual costs.
 - b. **Bayfront Recycled Water Facility (BRWF):**
 - i. A meeting with Parkline and the City of Menlo Park to discuss supplying reclaimed water to the SRI project and the government center.
- 7) **Fleet and Facilities:**
 - a. **Vehicle Maintenance:**
 - i. The new 2024 Dump Truck is being manufactured at Western Truck Fabrications in Hayward CA. The unit should be delivered within the next 45 days.
- 8) **Personnel:**
 - i. One of the temporary workers has accepted a full-time position with the City of San Mateo. Recruitment for a new temporary worker has begun.
- 9) **Upcoming Events:**
 - a. **Next Regular Board Meetings:** Wednesdays, June 12th and June 26th.
 - b. **Sponsored Events:** Menlo Park's 4th of July Event, Redwood City's 4th of July Parade, and Tour de Menlo in August.
- 10) **Misc. Items:**
 - a. **West Bay:** The General Manager will update the Board on miscellaneous items related to District operations.
 - b. **Town of Los Altos Hills:** Staff continues to maintain the Town's pump stations and collection system.
 - c. **Town of Woodside:** Staff continues to maintain the Town's pump stations and collection system.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 7**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Consider Approving and Adopting the Memorandum of Understanding Between West Bay Sanitary District and the Sanitary Truck Drivers and Helpers International Brotherhood of Teamsters, Local 350 and Authorize the President of the District Board to Execute the Memorandum of Understanding

Background

Terms of the one-year Memorandum of Understanding (MOU) between the District and Teamsters Local 350 were approved by union members via secret ballot.

Analysis

The MOU is attached and presented to the Board for review and action. It is expected that the Teamsters will execute and return the MOU in advance of the June 12, 2024, Board meeting.

If this MOU is adopted, a Resolution is required to adjust the specific salary ranges, boot allowance, and Sunday Overtime, etc., for represented employees, and in the same manner, as approved by the Board of Directors, for unrepresented employees.

Fiscal Impact

Salaries and employee benefits will increase per the one-year term of the MOU. Pension contributions made by the District and employees are stated in the MOU. Salary adjustments will be made effective as of May 1, 2024.

Recommendation

The General Manager recommends adoption of the MOU, with authorization to make administrative edits as deemed necessary and approved by the District's General Counsel.

WEST BAY

SANITARY DISTRICT

Serving Our Community Since 1902

**Memorandum of
Understanding**

Between

West Bay Sanitary District

And The

**Sanitary Truck Drivers and
Helpers**

**International Brotherhood of
Teamsters, Local 350**

May 1, 2024

To

June 30, 2025

Dated June 12, 2024

Memorandum of Understanding

Between

West Bay Sanitary District

And The

**Sanitary Truck Drivers and Helpers
International Brotherhood of Teamsters, Local 350**

Table of Contents

Section 1.0 - Parties 4

Section 2.0 – Definitions..... 4

Section 3.0 - Recognition..... 4

Section 4.0 - Mutual Security 4

 4.1 Agency Shop..... 5

 4.2 Defense and Indemnification 5

 4.3 No Strike or Other Concerted Activity 6

Section 5.0 – Union Representatives..... 6

 5.1 Designation of Representatives and Notice 6

 5.2 Access 6

 5.3 Release Time 6

 5.4 Bulletin Boards 6

Section 6.0 - Management Right To Act Unilaterally..... 6

 6.1 Rights Retained and Acquired 6

Section 7.0 – Wages 7

 7.1 Base Wage Rates 7

 7.2 Overtime 8

 7.3 Call back and Stand-by 8

 7.4 Compensatory Time Off 9

 7.5 Work in a Higher Classification 9

 7.6 Certification Premium 10

 7.7 Training 10

Section 8.0 - Insurance 11

 8.1 Flexible Spending Plan, Medical, Dental and Vision Insurance Premiums 11

 8.2 Long Term Care 12

 8.3 Long Term Disability Insurance 12

 8.4 Short Term Disability Insurance 12

 8.5 Life and Accidental Death and Dismemberment Insurance 12

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

8.6 PERS Retirement Plan 12

8.7 PERS Survivor Benefit 13

8.8 Medicare 13

8.9 Deferred Compensation 13

8.10 Vision insurance 13

Section 9 - Leaves of Absence 13

9.1 Absence Request Form 14

9.2 Scheduling of Leaves 14

9.3 Sick Leave Accrual 14

9.4 Use of Sick Leave 14

9.5 Pregnancy Leave and Family Medical Leave 15

9.6 Unpaid Leaves of Absence 15

9.7 Workers' Compensation 16

9.8 Permanent Disability 16

9.9 Funeral Leave 17

9.10 Jury and Witness Duty 17

9.11 Military Leave 17

9.12 Vacation Leave 17

9.13 Holidays 18

9.14 Return from leave – Job Abandonment 18

Section 10.0 – Hours of Work 19

10.1 Parameters for Workweek and Work Day 19

10.2 Individual Work Schedules 19

10.3 FLSA Workweek Designation 19

10.4 “9/80” Work Schedule Authorization 19

10.5. “9/80” Work Schedule Defined 19

10.6. Calculating Overtime/Designation of FLSA Work Week for 9/80 Work Schedule 19

10.7 Holidays on 9/80 Work Schedule 19

10.8. Other Leave Days Affected by 9/80 Day Off 20

10.9. Vacation and Sick Leave Accrual on 9/80 Work Schedule 20

Section 11.0 – Meal Periods 20

11.1 Meal Period 20

11.2 Rest Breaks 20

Section 12.0 - Grievance Procedure 20

12.1 Purpose 20

12.2 Requests for Information 20

12.3 Definition 20

12.4 Procedure 21

Section 13.0 - Probationary Period 23

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

13.1 Initial Probationary Period..... 23

13.2 Probationary Periods Other Than Initial Probation..... 24

Section 14.0 - Recognition 23

14.1 Disciplinary Actions 23

14.2 Discipline During Initial Probationary Period 23

14.3 Discipline During Probation Other Than Initial Probation 23

14.4 Lubey Hearing 23

14.5 Actions Taken For Non-Disciplinary Reasons 24

Section 15.0 - Recognition 24

15.1 Layoff Notice..... 24

15.2 Bumping 24

15.3 Recall..... 24

Section 16.0 - Continuous Service Credit 25

16.1 Uses 25

16.2 Expiration 25

16.3 Breaks in Continuous Service Absent Termination 25

Section 17.0 - Non-Discrimination 25

Section 18.0 - Miscellaneous Provisions 25

18.1 Uniforms..... 25

18.2 Safety Boots..... 25

18.3 Safety Glasses 25

18.4 Safety..... 25

18.5 Contracting Out 25

Section 19.0 - Integration and Waiver 26

19.1 Integration..... 26

19.2 Waiver Of Further Bargaining On Covered Matters 26

19.3 District Right To Regulate And Waiver of Obligation To Meet and Confer On Matters Not Covered 26

Section 20.0 - Severability 26

Section 21.0 - Duration 26

Appendix A – Salary Schedule July 2024 28

Appendix B – Alternate Staffing Program 29

Appendix C – Dues Deduction Authorization Form 30

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

Section 1.0 - Parties. The Parties to this Memorandum of Understanding (hereinafter “MOU”) are the West Bay Sanitary District (hereinafter “District”) and the Sanitary Truck Drivers and Helpers, International Brotherhood of Teamsters, Local 350 (hereinafter “Union”). The parties agree as follows:

Section 2.0 – Definitions.

The following terms shall be defined as follows:

- A. Business Day. Monday through Friday, excluding the dates on which the District observes designated District holidays.
- B. Demotion: The selection of an employee by the District for and the employee’s placement in a position allocated to a lower classification.
- C. District Manager: The chief administrative officer of the District.
- D. Full-Time Employee: An employee regularly scheduled to work forty (40) straight-time hours per week.
- E. Higher Classification: A classification assigned a base wage range with a higher maximum base wage rate.
- F. Lateral Classification: A classification with the same maximum base wage rate.
- G. Lower Classification: A classification assigned a base wage range with a lower maximum base wage rate.
- H. Promotion: The selection of an employee by the District for and the employee’s placement in a position allocated to a higher classification.

Section 3.0 - Recognition. The District recognizes Local 350 as the exclusive representative of employees in the classifications set forth in Appendix A to this M.O.U.

Section 4.0 - Mutual Security.

Dues Deduction:

Payroll deductions for membership dues shall be granted by the District to the Union. The following procedures shall be observed in the withholding of employee earnings.

- (a) Payroll deductions shall be for a uniform specified amount for all Union members and shall not include fines. The Union may change the fixed uniform dollar amount by giving the District thirty (30) days’ notice of any such change. Dues deductions shall be made upon notice to the District from the Union of an employee’s desire for dues deduction.
- (b) Authorization, cancellation or modification of payroll deduction shall be made upon written request and confirmation in writing from the Union. The District shall direct unit members to the Union if they so request to cancel or change dues deductions. Dues deductions may be revoked only by certification from

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

the Union pursuant to the terms of the unit member's written authorization. The voluntary payroll deduction authorization shall remain in effect until employment with the District is terminated or until written notice to cancel or modify the deduction is received by the District from the Union. Unit members may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such unit members are assigned.

DRIVE: The District agrees to deduct from the paycheck of all employees covered by this MoU voluntary contributions to DRIVE. DRIVE shall notify the District of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earns a wage. The District shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck.

The District will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law.

4.1 AB 119 Compliance. This subparagraph 4.1 documents the policies and procedures agreed upon by the parties to comply with AB 119 regarding Union access to new employees during orientation and sharing of employee information with the Union. This subparagraph applies only to employees identified by classification within the MOU Appendix A.

- A. Notification & Access. District will notify the union, in writing, via fax, no less than 10 days in advance of any new employee orientation (same as first day of work at District). Email notification may also be made but will not substitute notification by fax. The 10-day advance notice for new employee orientation may be shortened only when there is an urgent need critical to the employer's operations that was not reasonably foreseeable, i.e.: emergency scenarios; in which case the District will be obliged to provide as much advance notice as practicable and must provide the Union the rationale for the exception in writing.
- B. During the 10-day notice period, the Union representative (typically the Shop Steward) will schedule, through the District's Human Resources representative, a day and time to meet with the new employee at the District Office whether during new employee orientation or shortly thereafter. It is anticipated that this meeting would require approximately 1 hour, and would be scheduled following the District Human Resources representative providing the new employee(s) with information on benefits and District policies. Management representatives will excuse themselves during the Union portion of the orientation.
- C. The Union will be responsible for providing a copy of the current MOU and any Union information to the new employee including a Union membership application.
- D. Employee Data. Pursuant to AB 119, the District will provide the Union, by email, an excel spreadsheet including the name, job title, department, work location, work phone number, home phone number, and home address of any newly hired employee within 30 days of the date of hire. The District will also provide cellular phone numbers and personal email address if on file with District. The District will provide the same information to the Union in the same format, outlined above in Employee Data section A, regarding all employees within the classifications covered by the MOU, every 120 days, which will be established as every February, June, and October. Any contact information updates provided to the

WBS District and Teamsters Local 350 2024-25 Memorandum of Understanding

District, since the last Employee Data sheet was sent, will be reflected in the next scheduled update.

The District will remain neutral in all communications to unit employees about whether to join or support Union and will not discourage or deter Union membership or support pursuant to Government Code Section 3506.5. (d).

4.2 Defense and Indemnification. The Union agrees to indemnify and hold harmless the District, its Directors, officials, employees, officers, volunteers, and agents from any and all claims, actions, damages, costs, or expenses including all attorney's fees and costs of defense in actions against the District, its Directors, officials, employees, agents, volunteers and/or officers, arising from any acts or omissions in any way related to this Section 4 "Mutual Security".

4.3 No Strike or Other Concerted Activity. During the term of this MOU the Union agrees that neither it nor any employee will engage in, authorize, or condone any picketing, primary or sympathy strike, slowdown, sick-out, or other failure, in whole or in part, to fully perform the duties normally performed by bargaining unit members.

Section 5.0 - Union Representatives

5.1 Designation of Representatives and Notice. The Union shall designate one employee as the Chief Steward and one employee as an alternate steward to function in the absence from work of the Chief Steward. The Union shall notify the District's District Manager (or his or her designee) in writing of the name(s) of the stewards and of all individuals not employed by the District authorized to represent employees on matters within the scope of representation. Such notice shall be delivered within ten business (10) days following the ratification of this MOU, and thereafter prior to the effective date of any change in representation.

5.2 Access. The District will grant an authorized non-employee Union representative reasonable access to District premises to administer this MOU or to participate in the meet and confer process. The Union must notify the District at least one (1) business day in advance of the representative's visit. The Union representative shall check in with the District's District Manager (or his or her designee) when the Union representative arrives at District premises.

5.3 Release Time. The District will grant the Chief Steward (or the alternate steward) reasonable release from duty during normal work hours without loss of pay to administer this M.O.U. However, preparation for or participation in grievance arbitration or other administrative or civil litigation against the District, its agents, officers, employees, or contractors, shall be on the employee's own time. However, the District Manager (or his or her designee) may authorize unpaid leave for such activities, at his or her discretion. The District will grant up to two (2) employees release from work without loss of pay during normal work hours to participate in the negotiation of the successor to this MOU.

5.4 Bulletin Boards. The District shall make space available (approximately 3'x 4') for a Local 350 bulletin board at the District's premises for the purpose of posting of notices related to official Union business.

Section 6 - Management Right To Act Unilaterally

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

6.1 Rights Retained and Acquired. The District hereby retains and acquires all rights not expressly removed or withheld from its unilateral authority by the written terms of this MOU, including but not limited to:

- A. The right to hire, promote, transfer or demote, including but not limited to, the right to determine the criteria and procedures by which such actions are carried out and to make and implement the selection decision;
- B. The right to suspend with or without pay, reduce in hours, lay off or otherwise terminate employees;
- B. The right to determine the methods, means, schedules of work and rest, equipment, technology, and personnel by which District work will be carried out and to assign and reassign work;
- C. The right to contract out or subcontract work or transfer work to non-bargaining unit personnel or from non-bargaining unit personnel to bargaining unit personnel, subject to the limitations set forth in section 18.5, Contracting Out, of this MOU;
- D. The right to organize and reorganize duties, create and revise job classifications from time to time;
- E. The right to establish reasonable work rules, attendance standards, and performance expectations;
- F. The right to establish and revise, from time to time, pay dates, time keeping practices, safety policies, substance abuse policies and testing procedures;
- G. The right to regulate to undertake or refrain from any action, except as expressly provided otherwise herein.

Except as expressly provided otherwise in this MOU, the District's exercise of its rights provided in this MOU are not subject to the Grievance Procedure as discussed in Section 12.0 nor are they subject to any duty to bargain over decision or impact except during the period of successor MOU negotiations described in section 21 below.

Section 7 – Wages

7.1 Base Wage Rates.

- A. The base wage rates and ranges of employees and classifications covered by this MOU are set forth in Appendix A. Appendix A reflects an increase in base wage rates of four (4) percent of April 30, 2024 base wage rates effective the beginning of the month that the employees ratify the new MOU.

In addition, all employees receive a one-time payment of One Thousand Dollars (\$1,000) for Fiscal Year 2024-25.

For employees hired after August 22, 2012, step increases from the bottom to the top of the salary ranges shall equal two and one-half percent (2.5%). The District may start a new hire at any step of the applicable range up to the fourth step. The District may hire an employee at a higher starting step if deemed appropriate by the District Manager. After a new hire's completion of six

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

months active employment and thereafter for each employee on the employee's anniversary date of active employment thereafter, the District Manager may grant the employee a one-step increase until the employee's rate is at the top of the applicable range. Eligibility for such increase shall be subject to a satisfactory or better performance rating by the employee's non-unit supervisor or the District Manager. The employee's anniversary date shall be delayed by the duration of any unpaid leave of absence granted under section 9.6 below or any period of layoff, in either case exceeding thirty (30) days.

- B. Effective July 1, 2019 the District will implement the Alternative Staffing Program described in Appendix B that would supplement the step increase program described in Section 7.1.B and displayed in Appendix A. In addition, the District will meet and confer with the Union within sixty (60) days of the adoption of this MOU by the Board of Directors to develop an Alternative Staffing Program for those employees hired after July 1, 2012 in the following classifications (using the Maintenance Worker Alternate Staffing Program as the model):

Source Control Inspector
Field Supervisor
Rehab Technician
Pump Station Maintenance Mechanic
Pipeline Inspection Technician

- C. The District may, at its discretion, grant an annual performance merit payment to all members of the bargaining unit, based on attainment of specified team performance levels. Any such payment, if granted, will be paid as an equal dollar amount to all bargaining unit members, except that it shall be pro-rated for employees hired during the year in which the performance level was attained. It will also be prorated for employees who took an unpaid leave of absence during that year. The District will determine, from time to time, the funds available, if any, for such performance merit payments and the criteria and performance levels required to qualify for such payments.

7.2 Overtime. An employee who works in excess of eight (8) hours in an eight (8) hour work day or forty (40) hours in his or her regular workweek shall be paid one and one-half times his or her regular rate of pay for such excess hours. However, in lieu of time and one-half, an employee shall be paid at twice his or her regular rate of pay for hours he or she works:

- A. In excess of twelve (12) hours in a work day; or
- B. On the employee's second regularly scheduled day off if the employee worked such overtime as was offered, if any, on his or her first regularly scheduled day off;

For purposes of this section, time worked shall include time on paid holiday, vacation and paid sick leave. All overtime must be authorized in advance by the District Manager or his or her designee.

7.3 Call back and Stand-by.

- A. Call-back. Employees called back to work will be entitled to overtime compensation as for such call-back time (excluding time spent going to and from work) as provided in subsection 7.2 above (i.e. if the call-back time causes the employee more than 8 hours of work in any work day or forty (40) hours in a week.) If the work does not cause the employee to exceed eight (8) hours of work in the day, it shall be compensated at straight time. Employees called back to work for emergency services will be

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

entitled to minimum of two (2) hours of pay for the call-back regardless of the actual length of time the call-back services require.

Initial call-back time will commence when the employee receives the call. If the employee receives any additional calls for emergency service during the first hour of a call-back, those calls will be considered part of the initial call-back, and no additional minimum compensated time shall be triggered. However, if the employee receives a second call for emergency service after the first hour of a call-back, that service call will be considered a new call-back and the minimum two (2) hour compensated time will again be triggered. If another call, or calls, comes in within the first hour of the new call-back, that service call will be considered part of the second two (2) hour minimum.

Service that can be deferred until the following day will be accomplished the following day during normal working hours and no overtime will be allowed. If the following day falls on the employee's scheduled day off or an observed District holiday, the deferred service will be considered a normal call-back and the two (2) hour minimum will apply.

The minimum call-back compensation referenced in the above paragraphs of this subsection 7.3.A is three (3) hours for calls received after 10 PM and before 5 AM.

At the employee's option, he or she may receive compensatory time off as compensation for call-back time in accordance with subsection 7.4 below.

B. Stand-by. The District may assign an employee(s) to stand-by duty based on operational needs. The District will maintain a stand-by sign up list for those employees who desire stand-by duty. An employee may by written notice to the District Manager remove his or her name from the list effective on the first of the calendar month at least thirty (30) following such notice. The District will assign employees to stand-by duty from the list on a rotating basis, with assignments to normally last a week unless the District's operational need is for a lesser period. When an employee assigned stand-by is absent, the next employee on the list will be assigned to the stand-by. With prior approval of the supervisor, employees may trade specified days of standby assignment. An employee assigned to stand-by who is called in to work shall be paid call-back pay as provided in subsection A above. In addition, an employee who is on assigned stand-by shall be paid fifty dollars (\$50) per day for a weekday. The weekend/holiday standby pay is Sixty -five dollars (\$65) per day. The District will assign a District vehicle to an employee during the period of the employee's stand-by assignment for use in responding to District service calls while on stand-by. The use of such vehicle is subject to the rules pursuant to the District Personnel Policy section 15.B.A: "District Vehicle Use."

7.4 Compensatory Time Off. An employee may, at his or her option, receive compensatory time off as compensation for overtime worked in lieu of overtime pay under subsection 7.2 above. Compensatory time off will be credited at the rate of one and one-half hour off for each hour that would be otherwise be paid as overtime under subsection 7.2 or 7.3 above. This also includes call back minimums that are payable but may not be worked in entirety, in accordance with subsection 7.3 above.

The employee must agree in writing to receive compensatory time for which the compensatory time off is requested, before the overtime is worked. No employee may accrue more than eighty (80) hours of compensatory time off. An employee must obtain supervisory approval before using compensatory time off.

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

7.5 Work in a Higher Classification. An employee assigned by the District in writing to work in a budgeted position in a higher classification who works in that position for more than ten (10) business days within a period of sixty (60) consecutive days (“10/60” threshold) will receive no compensation for such higher classification work beyond that he or she would be paid for performing his or her normal duties. However, after meeting the “10/60” threshold, he or she shall thereafter be paid for each further hour worked in that higher classification a premium equal to five percent (5%) of his or her base hourly rate of pay.

For purposes of the “10/60” qualification threshold in this subsection 7.5, a “day” will include any day on which the employee works four (4) or more hours in the higher classification. The ten day (“10/60”) qualification threshold will apply and must be separately satisfied for each higher class in which the employee works before he or she will be eligible for work in a higher classification pay in that higher classification.

7.6 Certification Premium. The District will pay professional achievement incentive premium for CWEA certification as follows:

<u>Certification Level</u>	<u>Premium/Hour</u>	<u>Total/Hour</u>
Grade 1	None	None
Grade 2	25¢ per hour	25¢
Grade 3	30¢ per hour	55¢
Grade 4	30¢ per hour	85¢

The certifications that will be eligible for certification pay must be relevant to the District’s operations and will be within the discretion of, and determined by, the District Manager. To maintain eligibility for this premium, employees must furnish the District with documentation evidencing current certification[s] annually. For employees hired on or after July 1, 2012 attainment of Grade 1 certification within two years of the employee’s hire date is a condition of continued employment.

7.7 Training.

A. The District will make good faith efforts to periodically provide applicable training to or secure training for all employees who are assigned to perform duties involving specialized knowledge in one or more of the following subject areas:

- Traffic control safety
- Confined space safety
- Locating and tracing
- Respirator/breathing apparatus
- Shoring and trenching
- Backhoe/excavator training

- Collection system maintenance functions that lead to CWEA collection maintenance system certification

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

B. To the extent not covered by District medical insurance, the District will pay for all physical examinations required by the District as a condition of an employee performing the assigned duties of his or her position. The District shall also pay once per license cycle for commercial driver test and license fees.

Section 8 - Insurance

8.1 Flexible Spending Plan, Medical, Dental and Vision Insurance Premiums.

- A. Medical insurance coverage is provided to eligible employees through the Public Employees' Retirement System ("PERS") pursuant to the Public Employee Medical and Hospital Care Act ("PEMHCA"). Eligibility for PERS' medical coverage begins for all eligible employees on the first of the month following date of hire. Eligible employees may select from the plans offered to District employees from time to time by PERS. Dental and vision coverage is also provided to eligible employees through a private carrier. Employee eligibility shall be determined by the insurance carriers and CalPERS under the applicable terms of the various policies and applicable rules and regulations.
- B. The District will contribute the first one hundred fifty-seven dollars (\$157) per month toward active employee medical, dental and vision insurance coverage and shall periodically increase that amount to reflect the minimum contribution required by law. The below stated IRC section 125 employer contributions shall be reduced by the amount of, and at the same time as, any such legally required increase in minimum contribution.

The District will continue to offer an IRC Section 125 "cafeteria" plan to its eligible employees to assist eligible employees in defraying the cost of medical, dental, and vision insurance premiums. The District will pay the following monthly amounts into the eligible employee's cafeteria plan account, based on the level of the employee's medical plan enrollment, with which the employee may pay for medical, dental, and vision insurance premiums:

Enrollment Level	Effective 7/1/24
Not enrolled	\$ 280
Employee Only	\$1542
Two Party	\$3086
Three or more	\$3647

- C. All money contributed into the employee's cafeteria plan account and used for insurance premiums shall be treated as pre-tax dollars, subject to the requirements and limitations of applicable state and federal law. If an employee does not elect to use the entire allotment for medical, dental, and vision premiums, the employee will receive the unused portion as additional pay subject to taxes and reporting on the employee's W-2 forms. If an employee's premium for medical, dental, and vision insurance coverage exceeds the monthly flexible benefit plan payment, the excess will be deducted from the employee's paycheck on the second pay period of each month.
- D. The District will continue to offer a method for members of the bargaining unit to use pre-tax dollars to pay for qualified dependent care expenses and qualified uninsured medical expenses. Limits for each type of account will generally be \$2,500 per calendar year, subject to applicable state and federal law.

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

8.2 Long Term Care. Long term (nursing home and assisted living) care plans may be offered to eligible employees through CalPERS. Premiums are the responsibility of the participating employee and may be paid through payroll deductions.

8.3 Long Term Disability Insurance. Long-term disability insurance is available to eligible employees through Principal Insurance Co. The monthly benefit is an amount equal to 66-2/3% of base monthly salary not to exceed a maximum monthly benefit of \$7,000. Long-term disability may be coordinated with any other disability benefits received by the employee. The maximum monthly benefit shall not exceed the net amount the employee was earning when the disability started. The District pays the premium for the employee; the total amount is reported as income on the employee's W-2 form.

8.4 Short Term Disability Insurance. Short-term disability insurance is available to eligible employees. The District funds the program. An employee who is unable to work due to injury or illness for more than thirty (30) days is eligible to receive full base salary from the thirty-first (31st) day of disability to the ninetieth (90th) day of disability. Long-term disability becomes effective on the ninety-first (91st) day of disability.

8.5 Life and Accidental Death and Dismemberment Insurance. The District pays for premiums on life and accidental death and dismemberment policies. Full-time employees are eligible for this coverage on the first of the month following date of hire. Coverage equals 1.5 times the employee's annual base salary rounded to the nearest thousand, subject to a maximum of \$160,000.

8.6 PERS Retirement Plan.

A. Pension Formula.

1. For employees hired before July 1, 2012, the District will continue to contract with the California Public Employee Retirement System (CalPERS) to provide such employees with benefits under the "2.5% at age 55" pension formula. The District may continue to apply the 2.5% at age 55 pension formula to employees hired on or after July 1, 2012 until a new pension formula is implemented for new hires as set forth in paragraph 2 immediately below.
2. For purposes of the pension formula set forth in Sub-paragraph 8.6.A.1, final compensation will be determined as provided under Government Code §20037 (average of three highest consecutive years).
3. The Parties acknowledge that effective January 1, 2013 the District implemented the Public Employee Pension Reform Act of 2013 (hereinafter "PEPRA"), prescribing the pension benefits of certain employees. Employees subject to the PEPRA are not covered by the terms of subsection 8.6.A.1 through 8.6.A.3 above. The PEPRA will continue to apply to District employees to the extent and in the manner required by law.

B. Pension Contributions.

1. Employees not covered by PEPRA will make the eight percent (8%) employee contribution toward CalPERS. Employees subject to PEPRA will continue to pay half of normal cost as provided by PEPRA. These contributions are in addition to those contributions required of employees as provided by paragraph 2 immediately below. The District will maintain an Internal Revenue Code Section 414(h) plan to permit the employee contributions to be made on a tax deferred basis.

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

2. District employees shall pay a percentage of the CalPERS employer contribution as follows: Effective July 1, 2019, 0.25%; 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%. Employee contributions will be paid either by payroll deduction or, if such deduction is prohibited by law, by a reasonably determined equivalent cost offset against the wage schedule. The District shall contribute the balance of any required additional CalPERS employer contribution.
3. PERS Survivor Benefit. The District contracts with the Public Employee Retirement System to provide Level IV Survivor Benefits to dependents of employees who die before retirement. The benefit is provided at no cost to the employee.

8.7 Medicare. All employees hired after January 1, 1987 are required to participate in the Medicare insurance system. The District will deduct the required contribution from each employee's pay check.

8.8 Deferred Compensation. The District will offer a deferred compensation plan to its employees. Employees may elect to participate in either of two plans, ICMA or Washington Mutual. Employees may designate the amount of pre-tax dollars to be deducted from their paychecks. The IRS establishes the maximum contribution and the amount is subject to a possible increase each year. The District does not contribute to the deferred compensation plans.

8.9 Vision insurance. The District has procured a vision insurance plan for bargaining unit members. Premiums shall be paid by the employee as provided in section 8.1 above.

Section 9 - Leaves of Absence.

9.1 Absence Request Form. Employees must fully complete and timely return to the District its standard Absence Request Form to request time off for any of the following types of absence:

- Vacation Leave
- Floating Holiday Leave
- Compensatory Time Leave
- Sick Leave
- Pregnancy Leave
- Jury/Witness Leave
- Bereavement Leave
- Unpaid Leaves

Employees must complete the Absence Request Form as completely as possible, and sign it. In the case of sick leave, the employee must indicate if the absence is for a doctor's appointment, dentist appointment, or an illness; and whether it is for the employee, or an immediate family member and the family member's relationship to the employee. Absence Request Forms are to be submitted by the employee to the employee's supervisor at least (1) one week before the requested leave, except in cases of sick, leave or emergency. In cases of sick leave due to illness, the employee shall submit to the employee's (non-unit) supervisor the completed Absence Request Form before he or she may resume work. In emergencies, the completed form must be submitted at the earliest possible opportunity.

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

9.2 Scheduling of Leaves. A request to schedule a leave of absence may be submitted to the District Manager to one year in advance. If it approves a scheduled leave, the District will make every reasonable effort to honor that request. However, such leave may be canceled by the District if, in the opinion of the District Manager, the operational needs of the District require such cancellation.

9.3 Sick Leave Accrual. Full-time employees will accrue sick leave at the rate of one day (8 hours) per elapsed month of service. Employees do not accrue sick leave when they are on short-term or long-term disability leave. Employees hired before July 1, 2012 may accumulate unused sick leave without limit. Employees hired on or after July 1, 2012 may not accumulate sick leave in excess of four hundred eighty (480) hours. If such employee's accumulated sick leave balance reaches that amount, he or she will no longer accrue sick leave until his or her balance falls below four hundred eighty (480) hours.

9.4 Use of Sick Leave.

- A. Sick leave may be used only due to the employee's illness, dentist or doctor appointment, or non-industrial injury, or that of the employee's child, parent or spouse. However, the employee's use of sick leave a sick or injured family member is limited to not more than one-half of the employee's annual sick leave accrual.
- B. To the extent permitted by applicable law, the District may at any time require a physician's certification or recertification of the grounds that qualify the employee to use sick leave. Use or attempted use of sick leave when an employee is not eligible to use sick leave will result in disciplinary action up to and possibly including termination of District employment.
- C. An eligible employee may use his/her accrued vacation or floating holiday leave for sick leave when his/her sick leave is depleted.
- D. Effective July 1, 2012 accumulated unused sick leave is not compensable upon termination and ceases to exist at that time.

Employees hired on or before June 30, 2012 may on an election form provided by the District and within sixty (60) days after the date this MOU is adopted by the District Board, elect to cash out any sick leave in their balance in excess of four hundred eighty (480) hours as of June 30, 2012 or the date this MOU takes effect, whichever is later, applying the following two step formula:

1. Employee's straight time base hourly wage rate as of July 1, 2012 multiplied by the number of hours in excess of four hundred eight (480) = N1.
2. $N1 \times 0.75$ (75%) = gross payment amount.

In accordance with the foregoing formula, the District will pay the eligible employee who elects such cash out a one-time lump sum payment equal to the seventy-five percent (75%) of the value of the excess accumulation, calculated at the employee's base straight time hourly wage rate as of July 1, 2012. Hours cashed out as provided in this paragraph are rendered null and void by such payment and will be removed from the employee's balance. The District will make such payment within thirty (30) days after the close of the sixty (60) day election period set out above.

9.5 Pregnancy Leave and Family Medical Leave.

- A. An eligible employee will be granted up to twelve (12) weeks per year of leave, measured on a rolling twelve (12) month basis, pursuant to the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Except as provided later in this paragraph for pregnant employees and employees eligible for CFRA due to child birth, adoption or foster care placement, FMLA and CFRA will run concurrently. Two District employees that are married to each other and qualified for leave for child birth, adoption, or foster care placement under the CFRA shall be eligible for up to twelve (12) weeks of such leave shared between them. An eligible pregnant employee will be granted up to sixteen (16) weeks of pregnancy disability leave pursuant to Government Code 12945. This leave will run concurrently with FMLA, but not CFRA. Pay status rules applying to a FMLA leave shall apply to a pregnancy disability leave. The employee may request up to twelve (12) weeks of leave under CFRA on the conclusion of the pregnancy disability leave, for the sole purpose of bonding with the newborn child.
- B. An employee who desires leave under the California Pregnancy Disability Law (Government Code 12945), FMLA or CFRA shall give the District Manager notice as far in advance as possible, preferably thirty (30) days, unless the condition giving rise to the need for leave is exigent and unforeseeable in which case the employee shall give notice as soon as possible. Periodic re-certification of the employee's eligibility for continued leave will be required in accordance with the applicable law.
- C. If a leave granted pursuant to subsection 9.5, paragraph A above is for the qualifying condition of a covered family member, the employee shall use his or her accumulated compensatory time off first, accumulated vacation second, and finally unpaid leave. If the absence is for the employee's qualifying condition, the employee shall use his or her sick leave first, accumulated vacation second, and unpaid leave last. However, the employee may elect to use accumulated compensatory time off first, second or third but before must use it before unpaid leave. Such leaves are otherwise unpaid. Contributions toward Flex Benefits used by the employee for health benefits will be continued to the extent required by applicable law. An employee may also qualify to receive short or long-term disability insurance benefits, subject to the conditions set forth in the applicable carrier policy (e.g. exhaustion of paid leave, continued disability, qualifying duration, etc.).
- D. Eligibility for leave under this subsection 9.5 and the effect of such leave on seniority shall be determined in accordance with the California Pregnancy Disability Law, CFRA, or FMLA, whichever applies.

9.6 Unpaid Leaves of Absence.

- A. An employee may request an unpaid leave of absence that is not mandated by law for up to six (6) months for any reason consistent and compatible with his or her continued District employment. The employee shall submit such request in writing to the District Manager, stating the purpose, beginning and ending dates of the leave. The District Manager may grant or deny the request at his or her discretion. The employee will give at least thirty (30) days advance notice to the District Manager of the employee's desire for such unpaid leave, or if such notice isn't possible, then as soon thereafter as possible.

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

- B. Requests for extensions of a leave of absence will be considered if they are received by the District Manager in writing before the expiration of the approved leave.

9.7 Workers' Compensation.

- A. An employee who in the performance of his or her District job duties incurs a job related injury or illness that qualifies the employee for worker's compensation temporary disability benefits (i.e. a "compensable claim") will be placed on worker's compensation leave. FMLA and CFRA entitlements will run simultaneously with such leave. An employee who is injured or suffers an illness on the job must report the injury or illness immediately to his or her supervisor. If another employee learns of the injury or illness and that the injured or ill employee is unable to report the condition, the other employee shall immediately report the illness or injury to his or her supervisor.
- B. The method and requirements for verification of the basis for the worker's compensation leave shall be as allowed or required pursuant to the State of California's Worker's Compensation laws. Medical certification that the employee is released and able to return to work and perform the essential tasks of his or her regular position without limitation or with limitations that the District can reasonably accommodate is required before the employee will be permitted to return. However, nothing herein shall preclude the District from returning the employee to work in a limited duty capacity in any suitable and available position consistent with the employee's medical limitations, at the employee's regular rate of pay, for up to ninety (90) days. On release to fully duty, the employee will be returned to the position he or she occupied immediately before the leave, if available, or if not available then to another suitable and available position in accordance with applicable law.
- C. An employee who sustains a compensable job-related injury or illness may irrevocably elect to supplement his or her temporary workers' compensation disability benefit payment by charges first to their sick leave and second to vacation. However, nothing herein shall preclude the employee from using accumulated compensatory leave, first, second, or third as long as it is used before unpaid leave. The amount of such supplement, together with the workers' compensation temporary disability benefit, shall not exceed the employee's regular net pay rate as of the date of injury.

Benefits such as vacation and sick leave will not accrue while on a workers' compensation leave. District flex benefit contributions and access to District Health Plans will be granted to the same extent as for employees on FMLA or CFRA, or to such greater extent as is required by State Worker's Compensation Law.

9.8 Permanent Disability. The District and an employee who is determined to be permanently disabled from performing the essential tasks of his or her position will engage in a mutually cooperative interactive process with the objective of identifying, if possible, a reasonable accommodation(s) that would permit the employee to perform the essential tasks of the position. If such an accommodation cannot be identified, they shall attempt to identify another available position for which the employee is qualified and in which he or she could perform all essential tasks, with or without reasonable accommodation and, if with reasonable accommodation, the specifics of the accommodation. If after no such position is located within six (6) months after the employee's permanent disability is medically determined, the employee will be terminated from the District payroll. However, the District may extend the employee's leave for an

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

additional period it determines is necessary to comply with any further obligation it may have to participate in the interactive process or reasonably accommodate the employee.

9.9 Funeral Leave. If an employee’s immediate family member dies, the employee will be granted up to three (3) days of paid funeral leave to arrange for and attend the funeral or memorial service. The District Manager may also approve the employee’s use of accumulated compensatory time off, vacation or holiday time to attend to estate related matters.

9.10 Jury and Witness Duty. An employee summoned for jury or witness duty must immediately notify the District Manager, and provide him/her a copy of the documentation verifying the duty. While serving on a jury or as a witness, the employee will be given a paid leave of absence for the duration of the duty. The District will continue paying for benefits, vacation and sick leave will continue to accrue. The employee must return to work each day upon dismissal from duty to complete his/her remaining normal workday, if feasible. The employee must not collect jury duty fees from the Court.

9.11 Military Leave. The rights of an employee who is a member of the U.S. Armed Forces called to perform required military duty, including but not limited to compensation, benefits, seniority, and rights of return, shall be governed by applicable state and federal law.

9.12 Vacation Leave.

A. General Provisions.

1. An employee may not use vacation leave for the first six (6) months of his/her employment.
2. Employees will not accrue vacation leave while they are on short-term or long-term disability leave, unless otherwise required by law.
3. An employee’s vacation accumulation may not exceed two times the number of annual vacation hours specified in Section D.1 (B). Vacation will cease to accrue when the accumulation maximum is reached and resume only after the balance falls below the maximum.
4. When an employee’s employment with the District terminates, he or she will be paid for any accrued vacation time at their final base straight time rate of pay.

B. Accrual Rates. Full-time District employees accrue paid vacation leave at the following rates:

<u>Completed Years of District Service</u>	<u>Hours Accrued Per Pay Period</u>	<u>Worked/Year</u>
0 through 1	3.08 hours per pay period --	hours per years/NA
1 through 5	3.08 hours per pay period --	80 hours per year
6 through 10	4.62 hours per pay period --	120 hours per year
11 through 25	6.16 hours per pay period --	160 hours per year
26 or more	9.24 hours per pay period --	240 hours per year

C. Scheduling. Employees who desire particular vacation times are encouraged to submit their completed Leave Request Form (as provided in subsection 9.1) to their Department Head as far in advance of the desired dates as possible. The Department Head may grant or deny the request at his or her discretion.

WBS District and Teamsters Local 350 2024-25 Memorandum
of Understanding

9.13 Holidays.

A. General Provisions

1. Full-time employees will receive one (1) day off with pay for each of the holidays listed in paragraph B below.
2. If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, the following Monday will be observed as a holiday.
3. If an employee is on an authorized paid leave on the date when a holiday is observed, the holiday will be paid as holiday leave and not charged against the employee's authorized paid leave.
4. Full-time employees who work on any of the holidays listed in paragraph B below other than Thanksgiving Day, Christmas Day or New Year's Day will be paid their regular eight (8) hour holiday pay, plus, one and one-half (1½) times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift has been completed.
5. Full-time employees who work on Christmas Day, Thanksgiving Day or New Year's Day will be paid their regular eight (8) hour holiday pay, plus, two times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift has been completed.

B. Designated Holidays. The following days will be recognized as designated paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

C. Floating Holidays. Full-time employees will be credited each January 1 with five (5) days floating holidays. Employees may accumulate up to a maximum of ten (10) floating holidays. On the first January pay date, employees who have accumulated more than the foregoing maximum as of the immediately preceding December 31 shall be paid the number of excess days/hours at their current base straight time hourly rate of pay.

D. Scheduling. Employees must receive prior approval from their supervisor and the District Manager before using floating holidays. Floating holidays will be scheduled in accordance with the District's work needs, as determined by the District.

9.14 Return from leave – Job Abandonment. An employee who has not returned to work from an authorized leave at its scheduled expiration shall be deemed to have abandoned his or her District employment and shall be deemed terminated from District employment as of the date the leave expired.

Section 10 - Hours of Work.

10.1 Parameters for Workweek and Work Day. The regular workweek for full-time employees will consist of five (5) consecutive days of eight (8) hours of work per day, excluding the one-half hour unpaid meal period, forty (40) hours per week. The District may schedule work weeks and work days for the convenience and efficient operation of the District, and to begin or end on or encompass any day or hour of any calendar week. The workweek may begin and end in different calendar weeks. The District reserves the sole right to establish and discontinue alternate work day schedules on a trial basis.

10.2 Individual Work Schedules. The work schedules of individual employees shall be established and may be modified from time to time by the employee's immediate (non-unit) supervisor or Department Head.

10.3 FLSA Workweek Designation. The District will determine the beginning and end of the Fair Labor Standards Act (FLSA) workweek and any changes thereto that it may implement and record such determinations in its records.

10.4 "9/80" Work Schedule Authorization. A permanent employee whose regular shift schedule consists of forty (40) hours of work, Monday through Friday between 7AM and 7PM, inclusive, may, in lieu of such schedule, be authorized to work a schedule consisting of nine-days, eighty (80) hours per two week work cycle ("9/80 schedule") if, in the District Manager's judgment, such schedule would best serve the District's interests.

10.5. "9/80" Work Schedule Defined. The 9/80 work schedule consists of fourteen day repeating work periods, each period consisting of nine (9) work days, eight of which consist of nine (9) hours of regularly scheduled work and one of which consists of eight (8) hours of regularly scheduled work. In the half of the fourteen (14) day work cycle in which the employee is scheduled to work the eight (8) hour day the employee will also work four (4) nine (9) hour days. In the other half of the fourteen (14) day work period the employee will work four (4) nine (9) hour days.

10.6. Calculating Overtime/Designation of FLSA Work Week for 9/80 Work Schedule. For purposes of determining overtime eligibility for an employee on the 9/80 schedule, the FLSA and contract overtime work week are designated to begin at the midpoint of the regularly scheduled eight (8) hour day and end at the midpoint of the next regularly scheduled eight (8) hour day to ensure that each half of the fourteen day work cycle contains forty (40) regularly scheduled hours of work. For employees on the 9/80 schedule, only authorized work performed in excess of the regularly scheduled work day or forty (40) hour designated work week will be compensable at the overtime rate of one and one-half the employee's regular rate of pay. Any work performed on Sunday will be compensable at the rate of double time the employee's regular rate of pay.

10.7 Holidays on 9/80 Work Schedule. Otherwise eligible employees on a 9/80 schedule will continue to receive eight (8) hours of holiday pay (or credit in the case of floating holidays) as though they remained on a traditional five-day, eight hour per day work schedule, and must use an hour of vacation or compensatory leave on scheduled nine (9) hour days. [Example: if a holiday falls on what would otherwise be a nine (9) hour workday and the employee performs no work, the employee will be paid eight (8) hours of holiday pay. However, the employee will be required to use either one (1) hour of vacation, floating holiday, or compensatory leave to cover the ninth (9th) hour.

10.8. Other Leave Days Affected by 9/80 Day Off. If the employee on a work 9/80 schedule uses authorized vacation leave, sick leave, or compensatory time off, the employee must use the number of hours which corresponds with the number of hours the employee is scheduled to work on that day, less the any hours actually worked on that day. [Example: If the employee is absent due to the employee's illness for the entirety of a scheduled 9-hour work day, he or she will be charged nine (9) hours of sick leave (or other leave if sick leave is exhausted). If the employee is absent due to the employee's illness for the entirety of a scheduled eight (8) hour work day, the employee's sick leave account (or other leave account if sick leave is exhausted) will be charged eight (8) hours.

10.9. Vacation and Sick Leave Accrual on 9/80 Work Schedule. The employee on a 9/80 schedule will continue to accrue vacation leave and sick leave as though the employee were on a five day, eight hour per day work schedule.

Section 11 – Meal Period and Rest Breaks.

11.1 Meal Period. Employees shall be provided a thirty (30) minute unpaid meal period. The District will schedule meal periods near the middle of the workday. Unless required to work during the meal period, an employee will not be required to return to the District yard for his or her meal period.

11.2 Rest Breaks. Employees will be provided with two (2) fifteen (15) minute rest breaks without any reduction in pay. The District will schedule rest breaks near the middle of each half of the full-time shift.

Section 12 - Grievance Procedure.

12.1 Purpose. The purpose of this Grievance Procedure is to foster the mutual exchange of information necessary to ensure the accurate administration of the terms of this MOU, and to promote the resolution of grievances at the lowest feasible level.

12.2 Requests for Information. The parties will comply with their respective duty to supply information under the Meyers Milias Brown Act (MMBA).

12.3 Definition. A grievance shall be defined as any dispute which may arise between an employee or the Union and the District involving the interpretation, application, or violation of the express terms of this MOU, or the interpretation, application, or violation of the express terms of a District policy that regulates a matter(s) not covered by this MOU but within the scope of representation.

12.4 Procedure. Grievances shall be processed in the following manner.

- A. Step 1. The Union (on behalf of an employee requesting the Union's assistance) or an employee representing himself or herself, in either case alleging that the Employer has breached the terms of this MOU shall first submit the grievance in writing to the employee's (non-bargaining unit) Department Head within twelve (12) business days of the alleged breach. The written grievance shall contain a statement of the facts and evidence that the grievant believes demonstrates the misinterpretation, misapplication or violation of this agreement, the remedy or remedies sought, and the signature of the grievant.

The Department Head and employee (or the Union on his or her behalf if requested by the employee) shall meet within twelve (12) business days to discuss the facts, discuss other potentially relevant information or avenues of inquiry, and any terms either wishes to offer to resolve the Grievance.

- B. Step 2. If the grievance is not resolved at the Step 1, the employee (or the Union on his or her behalf if requested by the employee) may submit the grievance (in the form and content submitted at step 1) to the District Manager within five (5) business days following the step 1 meeting. Within twelve (12) business days after his or her receipt of the step 2 grievance, the District Manager (or his or her designee) shall meet with the aggrieved employee to discuss the facts, discuss other potentially relevant information or avenues of inquiry, and any terms either wishes to offer to resolve the grievance.
- C. Step 3. If the grievance is not resolved at Step 2, the Union may request the assistance of a State Mediator to attempt to mediate a voluntary settlement of the dispute. Such request shall be in writing and submitted to the State Mediation Service, the District Manager and the District's Legal Counsel no more than five (5) business days after the twelve (12) day meeting period set forth in Step 2 above has expired. The mediation will convene within thirty (30) days after the request for the mediation is received by the District Manager. Fifteen (15) days after mediation began, either party (or the mediator at any time) may by written notice to the mediator and other parties declare that mediation is concluded. If the grievance is not voluntarily resolved, the Union may request binding arbitration of the grievance by written notice delivered to the District Manager. Such request must be delivered within five (5) business days after the declaration of the conclusion of the mediation is delivered.
- D. Step 4. Within ten (10) business days after the District's receipt of the Union's request for arbitration the Union shall request a list of seven (7) names of west coast (California, Oregon and Washington) arbitrators from the State Mediation Service. The parties shall share equally any charge for the list. Upon receipt of the list, the parties shall select the arbitrator by alternate striking of names until only one remains. The order of striking shall be determined by lot, unless otherwise mutually agreed. Nothing herein shall preclude the parties from selecting an arbitrator by mutual agreement.

In the hearing, each party shall be allowed to present argument, testimony, physical and other evidence relevant to the dispute. The arbitrator shall have the authority to regulate the course of the proceedings and to place witnesses under oath. In the hearing and in the pre-hearing information request enforcement proceedings, the arbitrator shall have the power to issue subpoenas for the appearance of witnesses or the production of physical evidence. The arbitrator shall cause the production of a formal transcription of the hearing. The parties shall equally share the cost of the transcript.

In reaching his or her decision, the arbitrator shall apply burden of proof standards traditionally applied in grievance arbitration. The arbitrator shall have no authority through his or her decision or remedial order to add to, subtract from, or modify the written terms of this MOU. His or her decision shall be in writing setting forth his or her decision concerning the existence or non-existence of the alleged misinterpretation, misapplication, or violation of this MOU, the facts that led the arbitrator to that conclusion, and the remedy, if any. The arbitrator may retain jurisdiction for purposes of resolving any disputes that may arise over the terms of or the implementation of the remedy. The Parties shall request the arbitrator to submit his or her decision within thirty (30) days

after the close of the hearing. The arbitrator's decision shall be final and binding.

- E. Time Limits. The time limits set forth above shall be strictly enforced. However, the employee or Union and the District Manager (or his or her designee) may agree to extend the time limits at any step of the procedure. Such extension must be entered into in writing by the expiration of the applicable time limit and state the time and date at and on which the extended time limit will expire. Each party shall retain a signed original or copy of the extension.
- F. Offers of Settlement Terms. An offer of settlement terms made at any step of this procedure shall be treated as a compromise offer and shall not be referred to or admissible in any subsequent arbitration or other litigation.
- G. Settlement Terms. A grievance settlement will not be enforced until and unless it has been placed in specific settlement language approved by the District's Legal Counsel, reviewed by the Union, and signed by the District Manager and the aggrieved employee (or Union pursuant to paragraph H below).
- H. Union Grievances. If the Union alleges that the District has the rights of one or more employees that have not filed a grievance, the Union may file such grievance at step 1 to protect the integrity of the bargained contract. The Union shall be subject to the same requirements as would apply to any other grievance filed at step 1. If the grievance involves an alleged breach of the organizational rights of the Union under the MOU or of employees of more than one department, the Union shall file such grievance at step 2 within twelve (12) business days of the alleged breach, but it shall include in its written submission all materials enumerated for a grievance at Step 1 as described above.
- I. The fees and expenses of the arbitrator shall be shared equally by the Union and the District. Each party however shall bear the cost of its own representation, including but not limited to preparation, presentation, witness expenses, materials, travel expenses, and pre and post hearing briefs, if any.

Section 13 – Probationary Period

13.1 Initial Probationary Period. Each newly hired employee shall serve an initial probationary period of twelve (12) months from the date of hire, excluding leaves (i.e. if the employee is off for a week on leave, the twelve 12 months is extended by that amount). If an employee is promoted, transferred or demoted from a classification during the initial probationary period, the initial probationary period concludes after twelve months from the hire date in the classification from which he or she was promoted, transferred or demoted, excluding leaves.

13.2 Probationary Periods Other Than Initial Probation. An employee who is promoted, transferred, or demoted to a classification in which they have not previously passed probation will serve a twelve (12) month probationary period in the classification to which he or she is promoted, transferred, or demoted. Such probationary period shall run from the effective date of the promotion, transfer, or demotion and will exclude periods of paid leave (e.g. if the employee is off work for a week after promotion, the twelve months will be extended by that amount). If the employee's initial probationary period concludes while he or she is in a classification to which the employee has been promoted, transferred or demoted, the employee shall continue to serve the balance of the probationary period for the classification to which he or she was promoted, transferred or demoted.

Section 14 – Employment Status and Disciplinary Action.

14.1 Disciplinary Actions. Except as provided otherwise in this section, the District may discipline an employee by oral or written reprimand, suspension without pay, reduction in pay in lieu of suspension, demotion or disciplinary termination for just cause.

14.2 Discipline During Initial Probationary Period. During the initial probationary period, the employee may be subject to reprimand, suspension, reduction in pay in lieu of suspension, demotion with reduction in pay, or termination of District employment at the District's discretion and such action shall not be subject to the just cause standard, grievance or other appeal.

14.3 Discipline During Probation Other Than Initial Probation. During a probationary period resulting from a promotion, transfer or demotion to a classification in which the employee has not passed probation, an employee who has passed initial probation may be subject to oral or written reprimand, suspension without pay, reduction in pay in lieu of suspension, or termination from the position and classification to which he or she was promoted, transferred or demoted at the District's discretion and such action shall not be subject to the just cause standard, grievance or other appeal; provided that on termination for disciplinary reasons (i.e. other than layoff related reasons under section 15 below) from the position to which he or she was promoted, transferred or demoted an employee who has passed initial probation will be permitted to return to the classification from which he or she was promoted, transferred or demoted unless the District denies such return for just cause. Denial of this return right for an employee who has passed initial probation may be appealed through the grievance procedure.

14.4 Lubey Hearing. If an employee on initial probation is notified that he or she is to be discharged from the District for reasons that involve moral turpitude or that are otherwise likely to permanently stigmatize the employee's reputation and future employment opportunities, the Board shall grant the employee an opportunity to appear before the Board to present argument and evidence relevant to the discharge and the reasons the employee believes that the District should not discharge the employee. After such appearance, the Board shall render a decision which shall be final and binding.

14.5 Actions Taken For Non-Disciplinary Reasons. Layoffs under section 15 are not subject to the just cause standard set forth in this MOU.

Section 15 – Layoff and Recall.

15.1 Layoff Notice. The District may lay an employee off from work due to lack of work or funds, reorganization, elimination of the employee's position, or for other operational reasons. Except in an emergency, the District will give the employee at least ten (10) business days advance written notice of the effective date of the layoff.

15.2 Bumping. Any employee who has passed probation who receives notice of layoff from the District may bump into lower level positions, subject to the following.

Step 1: An employee laid off by the District from a bargaining unit position will bump into a vacant and available bargaining unit position in the highest lower classification in which the employee has previously held regular appointment to a position.

Step 2: If no vacant and available position exists as described in step 1 above, the employee will bump the least senior employee in the lower classification as long as the bumping employee has greater seniority than the employee to be bumped.

Step 3: If there is no position into which the employee can bump under steps 1 or 2 above, the employee will bump into a vacant and available position in the next highest lower classification in which the employee has previously held regular appointment.

Step 4: If there is no vacant and available position under step 3 above, the employee will bump the least senior employee in the lower classification as long as the bumping employee has greater seniority than the employee to be bumped.

The bumping sequence shall be followed through successive lower classifications in the same sequential manner as provided above for classifications at higher levels until a position is identified into which the employee is entitled to bump or it is determined that no such position exists, in which case the employee will be laid off from District employment.

In the event of a layoff, the District Manager may identify up to two bargaining unit members to exempt from being bumped.

15.3 Recall. An employee who has passed the initial trial period who is laid off from District employment will be placed on a recall list for twelve (12) months and considered for recall to vacant and available positions for which the employee possesses the required knowledge, skills, abilities and qualifications. An employee who fails to accept an offer of recall or who is not recalled to work within twelve (12) months from the effective date of his or her layoff will be removed from the recall list. Temporary work offered to and performed by the laid off employee for the District will not constitute a recall under this MOU. An employee on a recall list shall be responsible for keeping the District aware of his or her current mailing address and telephone number.

Section 16 – Continuous Service Credit.

- 16.1 Uses. Length of continuous service with the District will be used as the basis for determining eligibility for service based benefits such as vacation accrual rate. The District will also consider length of continuous service in promotions, demotions, transfers and layoffs. However, length of service is only one factor in such determinations, and the District determines what weight, if any, to give length of continuous service in its ultimate decision.
- 16.2 Expiration. Continuous service credit calculations will start with the date the actually employee begins work for the District. Continuous service credit is lost and expires on voluntary or involuntary termination of District employment. It will not be reinstated on rehire.
- 16.3 Breaks in Continuous Service Absent Termination. An employee's continuous service credit ceases to accumulate during and resumes accruing after return to work from an authorized leave without pay of less than thirty (30) days. However, continuous service will continue to accumulate during a leave if required by applicable state or federal law.

Section 17 – Non-Discrimination. The District and Union agree that no person covered by this agreement hereto shall be discriminated against because of race, religious creed, political affiliation, color, national origin, ancestry, union activity, disability, marital status, sex, age, or sexual orientation, unless such factor is a bona fide occupational qualification or such action is required to comply with Federal or State law.

Section 18 – Miscellaneous Provisions.

- 18.1 Uniforms. The District will at its expense provide employees with uniforms consisting of eleven shirts and eleven trousers, and laundry service for the uniforms. Employees shall be required to wear uniforms that are clean and in good repair.
- 18.2 Safety Boots. Each full calendar year the District will reimburse an employee required to wear safety boots or shoes for up to two (2) pair of safety boots or shoes that meet state mandated requirements for the work performed by the employee, up to a maximum of three hundred dollars (\$300) per pair. The employee must turn in his or her old pair of safety boots or safety shoes to be eligible for reimbursement for a new pair under this provision. The employee may apply for and receive reimbursement for one additional pair of safety shoes or boots in the same year if approved in advance by the District Manager.
- 18.3 Safety Glasses. If an employee is required to wear safety glasses in the performance of his job, the District will reimburse the employee up to \$200 every other full calendar year toward the cost of a pair of state-compliant safety glasses. The employee shall be required to turn in his or her old pair of safety glasses to be eligible for reimbursement under this provision.
- 18.4 Safety. Employees may be required to operate only equipment that complies with applicable state or federal safety laws. Employees shall report defective equipment to their immediate supervisor.
- 18.5 Contracting Out. If the District intends to contract out bargaining unit work traditionally performed by members of the bargaining unit and the performance of such subcontract would cause the layoff of a bargaining unit member(s), the District will give the Union advance notice of its intent to implement such subcontract. If requested by the Union, the parties will meet within ten (10) days after delivery of the notice to the Union to discuss the subcontract and any mitigating measures the

Union wishes the District to consider with respect to the employee(s) to be laid off. If the District decides to contract out the operation to the extent that it will eliminate the employment of the entire bargaining unit, it will require as a condition of the subcontract that the subcontractor will first consider displaced District employees for positions in the contractor's operation before considering other personnel with which to carry out the subcontracted operation.

Section 19 – Integration and Waiver.

- 19.1 Integration. The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, or conditions except as set forth in this written MOU. The employees' entitlement to economic rights and benefits of District employment derive exclusively from the express terms of this MOU. Pursuant to subsection 19.3 below, the District may from time to time provide employees with additional economic benefits and may continue to regulate employee conduct through its Personnel Policies enacted pursuant to Resolution 1429 (2001) as they currently exist or as the District may revise them from time to time.
- 19.2 Waiver Of Further Bargaining On Covered Matters. The parties agree that neither shall be required or attempt to require the other to meet and confer over any term contained in this MOU for the life of the agreement, except for purposes of negotiating an entire MOU on timely notice given pursuant to Section 21 below, and that any legal duty to do so is hereby waived. However, the District Manager is authorized to interpret any ambiguous provision of this MOU and may, along with the Union Business Representative, enter into a joint memorandum of interpretation resolving such ambiguities. An original of the Memorandum of Interpretation shall be retained in the District's records and a copy supplied to the Board at its next meeting.
- 19.3 District Right To Regulate And Waiver of Obligation To Meet and Confer On Matters Not Covered. The parties acknowledge that during the period immediately before the execution of this MOU the District has unilaterally regulated all matters pertaining to wages, hours and working conditions. During the life of this MOU, the District shall continue to unilaterally establish and revise from time to time policy on matters within the scope of representation but not covered by this MOU, as provided in paragraph A of this section and by Section 6 of this MOU, recognizing that the Union will have full opportunity to address such matters within the scope of representation if it desires when a successor MOU is negotiated pursuant to Section 21 below. However, before implementing a new or revised policy on a subject matter within the scope of representation the District will give the Union ten (10) days advance notice and a copy of the new or revised policy and an opportunity to meet within that period to discuss the policy and any changes the Union desires to suggest.

Section 20 – Severability. If any state or federal court or administrative agency of competent jurisdiction declares, rules, or holds that any provision of this MOU is invalid and unenforceable, such declaration, ruling or holding shall be confined in its effect to the specific section, subsection, paragraph, or clause specifically cited in the declaration, ruling or holding. The remaining provisions of this MOU shall remain in full force and effect without interruption.

Section 21 - Duration. This MOU shall be effective from the date it is ratified by the Parties and signed by authorized representatives of both sides and shall remain in effect through June 30, 2025. It shall be automatically renewed thereafter in one year increments unless, within ninety (90) to one hundred twenty (120) days before the scheduled expiration of this MOU either party gives the other written notice of its desire to renegotiate the terms of this MOU.

The parties agree to commence negotiations for a successor MOU on or about January 15, 2025.

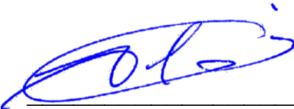
Done this day, _____, 2024.

For the District:

Fran Dehn
Board President

John Bouchard
President, IBT Local 350

APPROVED AS TO FORM:



6/7/24
Anthony Condotti
District Counsel

APPENDIX A

Wages Effective May 1, 2024*

Classification	Min.	B	C	D	E	F	G	H	I	J
Construction Inspector	8,845	9,288	9,752	10,239	10,751	11,289	11,853	12,446	n/a	n/a
Source Control Inspector	8,845	9,288	9,752	10,239	10,751	11,289	11,853	12,446	n/a	n/a
Field Supervisor	7,313	7,679	8,063	8,466	8,889	9,334	9,800	10,291	10,805	11,345
Rehab Field Supervisor	7,313	7,679	8,063	8,466	8,889	9,334	9,800	10,291	10,805	11,345
Maintenance Mechanic	7,208	7,568	7,947	8,344	8,761	9,199	9,659	10,142	n/a	n/a
Pipeline Inspection Tech	7,208	7,568	7,947	8,344	8,761	9,199	9,659	10,142	n/a	n/a
Pump Station Mech.	7,208	7,568	7,947	8,344	8,761	9,199	9,659	10,142	n/a	n/a
Rehab Technician	7,208	7,568	7,947	8,344	8,761	9,199	9,659	10,142	n/a	n/a
Maintenance Worker	6,349	6,667	7,000	7,350	7,717	8,103	8,508	8,934	n/a	n/a

*The amounts shown are approximate gross monthly earnings based on 173.33 hours worked per month. Each step is 5% higher than the preceding step except for the top step. The actual gross hourly base wage rate can be derived by dividing the monthly amount shown above by 173.33 (which assumes a 2080 hour work year).

Approximate Monthly Base Wage Ranges Effective May 1, 2024 For Employees Hired After July 1, 2012

Classification	Min.	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Construction Inspector	8,808	9,029	9,254	9,486	9,723	9,966	10,215	10,471	10,732	11,001	11,276	11,557	11,846	12,143	12,446	n/a	n/a	n/a	n/a
Source Control Inspector	8,808	9,029	9,254	9,486	9,723	9,966	10,215	10,471	10,732	11,001	11,276	11,557	11,846	12,143	12,446	n/a	n/a	n/a	n/a
Field Supervisor	7,274	7,456	7,642	7,834	8,029	8,230	8,436	8,647	8,863	9,084	9,312	9,544	9,783	10,028	10,278	10,535	10,799	11,069	11,345
Rehab Field Supervisor	7,274	7,456	7,642	7,834	8,029	8,230	8,436	8,647	8,863	9,084	9,312	9,544	9,783	10,028	10,278	10,535	10,799	11,069	11,345
Maintenance Mechanic	6,832	7,003	7,178	7,357	7,541	7,730	7,923	8,121	8,324	8,532	8,745	8,964	9,188	9,418	9,653	9,895	10,142	n/a	n/a
Pipeline Inspection Tech	6,832	7,003	7,178	7,357	7,541	7,730	7,923	8,121	8,324	8,532	8,745	8,964	9,188	9,418	9,653	9,895	10,142	n/a	n/a
Pump Station Mechanic	6,832	7,003	7,178	7,357	7,541	7,730	7,923	8,121	8,324	8,532	8,745	8,964	9,188	9,418	9,653	9,895	10,142	n/a	n/a
Rehabilitation Technician	6,832	7,003	7,178	7,357	7,541	7,730	7,923	8,121	8,324	8,532	8,745	8,964	9,188	9,418	9,653	9,895	10,142	n/a	n/a
Utility Worker	6,832	7,003	7,178	7,357	7,541	7,730	7,923	8,121	8,324	8,532	8,745	8,964	9,188	9,418	9,653	9,895	10,142	n/a	n/a
Maintenance Worker	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,154	7,332	7,516	7,704	7,896	8,094	8,296	8,503	8,716	8,934	n/a	n/a

APPENDIX B
Alternate Staffing Program

Within the Maintenance Worker classification there will be three sub-classifications (Maintenance Worker I, Maintenance Worker II, and Maintenance Worker III) all within the Maintenance Worker classification salary schedule established for employees hired after July 1, 2012.

An employee in the Maintenance Worker classification can accelerate advancement through the salary schedule by meeting the following criteria.

Maintenance Worker I – Steps A through Q:

Criteria to advance:

- a) Pass Probation
- b) Perform satisfactory work each year
- c) Obtain CWEA C/S Grade 1 certificate
- d) Obtain & maintain Class A driver's license

Maintenance Worker II – Steps F through Q;

Criteria for entry:

- a) 2 years experience at WBSD
- b) Satisfactory or above performance evaluations
- c) Advanced CWEA certificate or Competent Person Certification
- d) Training or College Courses: such as Office of Water Program courses
- e) Demonstrate Proficiency in five of the seven below:
 - *Power rodding
 - *Electric Snake
 - *Tablet data entry
 - *Combo unit operation
 - *Spill calculation
 - *Bobcat Ops
 - *Backhoe – Roding and front end bucket operation

Criteria for advancement:

- a) Perform satisfactory work each year
- b) Maintain CWEA C/S Grade 2 or higher certificate
- c) Maintain Class A driver's license

Maintenance Worker III – Steps L through Q

Criteria for entry:

- a) 4 years experience at WBSD or 5 years combined industry experience (min 1 year @ WBSD)
- b) Satisfactory or above performance evaluations
- c) Obtain CWEA Grade II or Pump Tech I
- d) Project/Committee/Outreach involvement
- e) Training or College Courses: such as Office of Water Program courses or PACP certification or Microsoft suite or others approved by District Manager
- f) Active Coaching/Mentoring
- g) Demonstrate Proficiency with:
 - *Backhoe Ops – advanced ops: excavation, scraping, front bucket claw
 - *Ditch Witch
 - *Dump Truck
 - *CMMS – Computerized Maintenance Management System

APPENDIX C

Dues Deduction Authorization Form



WEST BAY SANITARY DISTRICT AGENDA ITEM 8

To: *Board of Directors*

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

Subject: *Consider Approving Resolution Adopting FY 2024-25 Budget*

Background

The District held a Budget Workshop on May 1, 2024 to work on the development of the fiscal year 2024-2025 (FY 2024-25) Budget. Based on initial District estimates and updated information the Budget Report was developed, in conformity with the format prescribed by the provisions of Governmental Accounting Standards. A detailed FY 2024-25 Budget Report is included for the Board's review and approval. Each fund is recorded separately to better view the primary operations and other activities in the; General, Capital, SVCW, Solid Waste, and Recycled Water Funds. The consolidated budget includes all District Funds. The General, Capital, and SVCW Funds combined comprise Collections Operations and are reported in the aggregate.

The District received current information on budget items. Below is a summary of the changes made since the Board reviewed the initial proposed budget at the Budget Workshop.

- **Collections: General, Capital, SVCW Funds**
 - **Revenue:**
 - Sewer Service Charges increased \$176,216, since the budget workshop based on current data. Revenue is estimated to increase 3% from FY 2023-24 budget. Total sewer customers increased 3% to 20,707; 20,095 residential and 612 non-residential.
 - Total revenue increased 2% from FY 2023-24 budget and 1% over projected for FY 2023-24.
 - **Expenditures:**
 - Salaries and benefits were adjusted since the budget workshop, based on the current proposed memorandum of understanding (MOU) between the District and represented employees, it includes a 4% wage increase, which has been applied. Combined merit step increases, 4% cost of living, and related increase in pension expense results in a 7% increase.
 - District Operating Expenses combined increased 6% from FY 2023-24.

- Sewage Treatment Plant (SVCW) expenditures increased 43% from FY 2023-24, including a \$3,656,334 cash contribution required in FY 2024-25 and commencement of the RESCU SRF loan payments of \$1.7 million. SVCW's operating expenses increased 8%.
- **Capital**
 - Capital project budget is unchanged from the budget workshop at \$26,681,500, with \$11,112,784 carried over from FY 2023-24 and \$15,568,716 in new capital for FY 2024-25. This is a 12% increase from FY 2023-24 budget.

Recycled Water Fund:

The Recycled Water Fund includes the Sharon Heights Recycled Water Facility (SHRWF) and the Bayfront Project. There were no changes since the Budget Workshop.

The SHRWF budget is based on the approved 2024 calendar year operations and maintenance budget agreed upon with Sharon Heights Golf & Country Club (SHGCC) representatives. The SHRWF budget includes Revenue of \$671,950 on Expenditures of \$1,426,950, excluding \$755,000 in depreciation of the facility. The SHRWF passes through costs to Sharon Heights Golf & Country Club (SHGCC), including overhead which offsets administrative costs in the General Fund.

The Bayfront Project has \$16,750,000 in the capital budget for construction and management in FY 2024-25, with no direct Revenue or Expenditures.

Financial Statements Summary:

The following is a summary of the FY 2024-25 Combining Budget, compared with the actual for the quarter ending March 31, 2024, the projection through yearend, June 30, 2024, and the current Combining Budget FY 2023-24.

Combined Statements	Actual YTD 3/31/2024	Projected 6/30/24	Budget FY 2023-24	Budget FY 2024-25	Budget Change	% Var
Operating Revenue	25,904,636	34,245,084	33,914,468	34,577,019	662,552	2.0%
Operating Expenditures	(10,962,464)	(14,616,619)	(16,479,263)	(17,493,817)	(1,014,553)	6.2%
SVCW	(10,436,156)	(12,881,793)	(12,990,848)	(18,540,559)	(5,549,711)	42.7%
Operating Income (Loss)	4,506,016	6,746,672	4,444,356	(1,457,357)	(5,901,713)	-133%
Non-Operating Income (Expense)	3,451,819	3,451,819	877,896	1,021,838	143,942	16%
Contributions	1,030,746	1,030,746	912,900	912,900	-	0%
Net Change in Position	8,988,581	11,229,237	6,235,152	477,382	(5,757,771)	-92%

Recommendation

The Finance Manager recommends the Board approve the Proposed Budget for Fiscal Year 2024-25.

Attachments: Proposed Budget FY 2024-25, Resolution Budget FY 2024-25

WEST BAY SANITARY DISTRICT



Budget

Fiscal Year 2024-25

Proposed

June 12, 2024

Financial Report Budget Fiscal Year 2024-25

The West Bay Sanitary District (the District) provides wastewater collection and conveyance services to the City of Menlo Park, Atherton, and Portola Valley, and areas of East Palo Alto, Woodside and unincorporated San Mateo and Santa Clara counties. The District conveys raw wastewater, via the Menlo Park Pump Station and force main, to Silicon Valley Clean Water (SVCW) for treatment and discharge to the San Francisco Bay. The District was originally formed in December 1902 as the Menlo Park Sanitary District under the Sanitary Sewer Act of 1891. The District operated as the Menlo Park Sanitary District from 1902 until 1981 when its name was changed to the West Bay Sanitary District to more accurately reflect the service area. The powers of the District are established by the State of California Health and Safety Code. The District currently serves a population of 20,707 households and commercial establishments.

A Budget Workshop was held May 1, 2024, to review and develop the fiscal year budget with the full District board. Since then, a more accurate total for sewer service charges has been calculated. The board will review for approval a one year extension of the memorandum of understanding (MOU) between the District and represented employees including a 4% wage increase, which has been applied to the budget. Based on initial District estimates and updated information, the Budget Report was developed in conformity with the format prescribed by the provisions of the Governmental Accounting Standards Board (GASB).

Table of Contents

Statement of Revenue, Expenses and Changes in Net Position	3
Collections	
Statement of Revenue, Expenses and Changes in Net Position, Collections	4
Revenues	5
Expenditures	6
Expense Analysis	9
Capital Fund	10
Capital Budget	12
Capital Five Year Budget	14
Reserves	15
Solid Waste Fund	16
Recycled Water Fund	
Sharon Heights Recycled Water Facility	17
Recycled Water Capital Expenditures	19
Statement of Revenue, Expenses and Changes in Net Position, Funds	20
	8-4

**West Bay Sanitary District
Consolidated Budget
Fiscal Year 2024-25**

	Unaudited Actual 3/31/2024	Projected 6/30/2024	Approved Budget FY 2023-24	Proposed Budget FY 2024-25	Budget Variance	% Var
Operating Revenues						
Residential	19,738,032	26,287,099	26,200,870	27,643,947	1,443,077	6%
Non-Residential	4,707,560	6,127,962	6,276,747	5,801,413	(475,334)	-8%
Sewer Service Charges	24,445,593	32,415,061	32,477,617	33,445,360	967,743	3%
Permit & Inspection Fees	403,165	537,553	200,000	200,000	-	0%
Flow Equalization	346,106	346,106	403,165	69,210	(333,955)	-83%
Other Operating Revenue	709,773	946,364	833,686	862,449	28,763	3%
Operating Revenues	25,904,636	34,245,084	33,914,468	34,577,019	662,552	2%
Operating Expenses						
Salaries & Benefits	5,331,663	7,108,883	7,247,613	7,789,559	541,945	7%
Materials & Supplies	456,072	608,096	790,000	813,800	23,800	3%
Insurance	195,430	260,573	327,900	368,560	40,660	12%
Contract Services	567,706	756,942	916,400	1,009,652	93,252	10%
Professional Services	625,941	834,588	1,546,800	1,671,800	125,000	8%
Repairs & Maintenance	332,993	443,991	671,100	719,615	48,515	7%
Utilities	347,920	463,894	497,250	544,430	47,180	9%
Other Operating Expenses	209,229	278,972	527,200	621,401	94,201	18%
Depreciation	2,895,510	3,860,680	3,955,000	3,955,000	-	0%
Total WBSD Operating Expenses	10,962,464	14,616,619	16,479,263	17,493,817	1,014,553	6%
Sewage Treatment Plant (SVCW)	10,436,156	12,881,793	12,990,848	18,540,559	5,549,711	43%
Total Operating Expenses	21,398,620	27,498,412	29,470,111	36,034,376	6,564,264	22%
Operating Income (Loss)	4,506,016	6,746,672	4,444,356	(1,457,357)	(5,901,713)	-133%
Non-Operating Revenues (Expenses)						
Investment Income	2,517,487.16	2,517,487	501,600	501,000	(600)	0%
Other Non-Operating Income	1,090,511.15	1,090,511	532,475	671,950	139,475	26%
Interest Expense	(156,179.20)	(156,179)	(156,179)	(151,112)	5,067	-3%
Other Non-Operating Expenses	-	-	-	-	-	-
Total Non-Operating Revenues (Expenses)	3,451,819	3,451,819	877,896	1,021,838	143,942	16%
Change in Net Position by Fund	7,957,835	10,198,491	5,322,252	(435,518)	(5,757,771)	-108%
Pension Adjustment (GASB 68)						
Capital Contributions						
Capital Fund: Connection Fees	383,744	383,744	250,000	250,000	-	0%
Recycled Water Fund	647,002	647,002	662,900	662,900	-	0%
Change in Net Position	8,988,581	11,229,237	6,235,152	477,382	(5,757,771)	-92%
Beginning Net Position	170,984,354	170,984,354	170,984,354	182,213,591		
Prior Period Adjustment						
Ending Net Position	179,972,935	182,213,591	177,219,506	182,690,972		

Consolidated Statement:

West Bay Sanitary District’s consolidated budget conforms to the governmental accounting standards board (GASB) reporting standards for local governments, following generally accepted accounting principals (GAAP), including all District Funds.

West Bay Sanitary District
Collections Budget
General, Capital, & SVCW Funds
Fiscal Year 2024-25

	Unaudited Collections 3rd Qtr FY 23-24	Projected FY 2023-24	Collections Budget FY 2023-24	Collections Budget FY 2024-25	Budget Variance	% Var
Operating Revenues						
Residential	19,738,032	26,287,099	26,200,870	27,643,947	1,443,077	6%
Non-Residential	4,707,560	6,127,962	6,276,747	5,801,413	(475,334)	-8%
Sewer Service Charges	24,445,593	32,022,929	32,477,617	33,445,360	967,743	3%
Permit & Inspection Fees	403,165	537,553	200,000	200,000	-	
Flow Equalization	346,106	346,106	403,165	69,210	(333,955)	-83%
Other Operating Revenue	623,696	946,364	717,886	739,149	21,263	3%
Operating Revenues	25,818,559	33,852,952	33,798,668	34,453,719	655,051	2%
Operating Expenses						
Salaries & Benefits	5,172,126	6,971,167	7,067,613	7,573,559	505,945	7%
Materials & Supplies	454,980	606,641	751,800	768,800	17,000	2%
Insurance	154,378	205,837	287,900	322,560	34,660	12%
Contract Services	559,317	745,756	916,400	1,009,652	93,252	10%
Professional Services	579,698	821,576	1,469,700	1,572,700	103,000	7%
Repairs & Maintenance	331,337	441,782	646,100	694,615	48,515	8%
Utilities	185,974	247,966	288,000	295,180	7,180	2%
Other Operating Expenses	136,212	123,090	430,575	512,881	82,306	19%
Depreciation	2,329,334	3,105,778	3,200,000	3,200,000	-	
Total WBSD Operating Expenses	9,903,355	13,269,594	15,058,088	15,949,947	891,858	6%
Sewage Treatment Plant (SVCW)	10,436,156	12,881,793	12,990,848	18,540,559	5,549,711	43%
Total Operating Expenses	20,339,512	26,151,387	28,048,936	34,490,506	6,441,569	23%
Operating Income (Loss)	5,479,048	7,701,564	5,749,731	(36,787)	(5,786,518)	-101%
Non-Operating Revenues (Expenses)						
Investment Income	2,517,487	2,517,487	500,000	500,000	-	
Other Non-Operating Income	60,500	60,500	-	-	-	
Interest Expense	-	-	-	-	-	
Other Non-Operating Expenses	-	-	-	-	-	
Total Non-Operating Revenues (Expenses)	2,577,987	2,577,987	500,000	500,000	-	
Change in Net Position by Fund	8,057,035	10,279,551	6,249,731	463,213	(5,786,518)	-93%
Pension Adjustment (GASB 68)	-	-	-	-	-	
Capital Contributions						
Capital Fund	-	-	-	-	-	
Capital Fund: Connection Fees	383,744	383,744	250,000	250,000	-	
Recycled Water Fund	-	-	-	-	-	
Change in Net Position	8,440,779	10,663,296	6,499,731	713,213	(5,786,518)	-89%

Collection Statement:

West Bay Sanitary District’s collection budget shows the District’s core function of providing wastewater collection and conveyance services to the City of Menlo Park, Atherton, Portola Valley, areas of East Palo Alto, Woodside, and unincorporated San Mateo and Santa Clara counties.

Collections: General, Capital, & SVCW Funds:

Collection system is comprised of the General Fund, for direct District expenses, Capital Fund for capital expenditures, including depreciation, and the SVCW Fund, for sewage treatment plant activity by Silicon Valley Clean Water (SVCW). These funds represent the sewer service operations. Solid Waste and Recycled Water Funds are detailed separately.

Revenues:

The Budget for FY 2024-25 includes total Operating Revenues of \$34.45 million in the General Fund, reflecting a 2% increase from FY 2023-24 annual budget.

- **Sewer Service Charges.** Total revenue of \$ 33.4 million is estimated, reflecting a 5% increase in rates. Residential customers increased 34, to 20,095 households served. Lower flows resulted in an 8% reduction in non-residential sanitary sewer charges, as several commercial customers have reduced staff or moved out of the district. Three years of 5% rate increases are proposed to provide funding for SVCW capital contribution requirements and SVCW Water Infrastructure Finance and Innovation Act (WIFIA) loans payments beginning in 2027-28 for SVCW Regional Environmental Sewer Conveyance Upgrade (RESCU) projects.
- **Permit Fees.** Permit & Inspection Fees budget is \$200,000. These fees are budgeted conservatively, due to the uncertain nature of their timing and the economic environment.
- **Flow Equal.** The total Flow Equalization Cost Sharing with Silicon Valley Clean Water (SVCW) contract expires after FY 2023-24. SVCW has proposed extending for two months, with optional subsequently use billed as needed. Two months is budgeted, based on the current rate with a 3.8% increase, based on the annual Consumer Price Index (CPI) for All Urban Consumers for San Francisco-Oakland-Hayward (Bay Area).
- **Other Operating Income.** A total of \$739,149 is estimated; a 3% increase from the prior budget.
 - Revenue from Los Altos Hills = \$466,144, a 4% increase.
 - *4% x 4 years, after 2% equaling over 18% in the 5-year contract.*
 - Revenue from Town of Woodside = \$86,735, a 4% increase.
 - Pass-through revenue from HACH Service Contracts = \$186,300.
- **Other Non-Operating Revenues:** The District budgets for Interest Income of \$500,000.

Expenditures:

Total Operating Expenses for all funds is \$36 million, representing a 22% increase from prior year. Collections includes the General, Capital, and SVCW Funds, while the Solid Waste and Recycled Water Funds are reported separately.

Collections Expenditures: General, Capital, and SVCW Funds

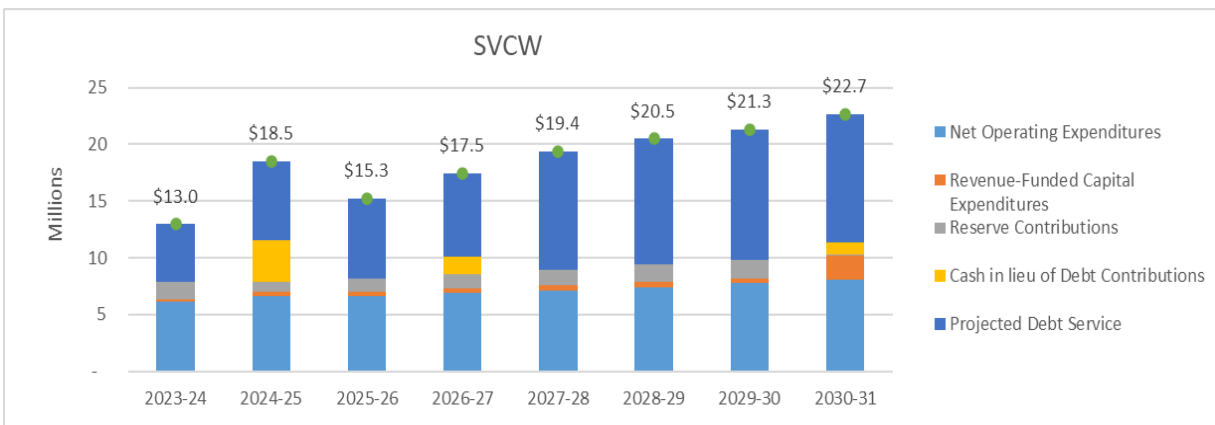
Collection expenses of \$34.5 million represents a 23% increase over the current year. Detailed expenses are shown on the Expense Analysis on page 9.

- **General Fund.** General Fund Expenses are \$15.9 million, increasing 6% from the current year.
 - Salaries and benefit costs are increasing 7%.
 - Salaries increased 5%, based on projected employee annual merit step increases and the 4% increase proposed in the one year Memorandum of Understanding (MOU) extension with represented employees, for July 1, 2024 through June 30, 2025.
 - Benefits increased 11%.
 - Cafeteria benefits will be unchanged in FY 2024-25, per the new MOU. The cafeteria allowance for all employees covers health, dental, and vision benefits, even while health benefits increased 11.8% in 2024, with an average 8% increase over the last three years.
 - Pension costs increase relative to salaries for covered employees. Employer pension contributions are increasing an average of 0.1%, over the three pension plans. The District's average employer rate is 10.5%, factoring in the Classic rate of 13.41, Tier II rate of 10.15%, and PEPRAs rate of 7.87%. The employer net rate average rate is 9.2%, after the 1.25% employee contribution of the employer's rate. Employer pension rates will continue to decline, as 64% of employees are now in PEPRAs and 42% of Classic employees are eligible to retire. The District does not participate in social security for covered employees, making the PEPRAs rate just 1.67% above the non-PERS rate.
 - Material and Supplies is increasing 2%.
 - Fuel costs, no change
 - Office Expense, 4% increase.
 - Operating Supplies, 7% increase.
 - Equipment Expense decreased 14%, to \$96,400. These represent replacement of small tools and equipment or one-time purchases under the \$20,000 capitalization policy.
 - CCTV Cameras, 2 at \$6,500 each; Digital Radios, \$20,000; Small Equipment; \$17,300, Small Pumps and STEP & Grinder Parts, \$21,100; and Monitoring Equipment \$25,000.
 - Insurance costs are expected to increase approximately 12%; 10-15% for liability, 10-20% for property, and 5% for workers' compensation. The District is a member of California Sanitation Risk Management Authority (CSRMA), which provides self-insured and excess insurance. Final rates will not be available until late June 2024. The District will continue to evaluate deductible options to reduce costs. The District's experience modification factor for workers' compensation increased slightly to 0.83, from 0.8. Below 1.0 is indicative of good claim history.

- Contractual Services are increasing 10%, to \$1,009,652. This category includes contract expenses to HACH, which are passed through to customers of \$186,300. It also includes rents and leases.
 - Contracts expenses are increasing 6%, to \$901,222.
 - Rents and leases are increasing 62%, to \$108,430.
 - New Gas Monitor Program I-Net Contract, \$40,000.
 - Radio airtime, increasing \$10,300.
- Professional services, which includes printing, publications, research, and monitoring costs, are increasing 7%, to \$1,572,700. Professional services includes engineering, attorney fees, studies, technology consulting, and other outside professional services. FY 2023-24 included one-time costs, which were not all completed, two software installations are carried over to FY 2024-25.
 - Engineering costs are \$618,400, with \$413,000 currently under contract for project assistance, including \$106,600 for on-call engineering services.
 - IT Services are \$501,600, a 20% increase. Software installation costs of \$338,000 are carried over for Finance and Tax Roll software, with an additional \$50 thousand for the tax roll software, based on the latest quote.
 - Health screening and safety training costs were increased by \$13,100.
 - Printing & Publications is \$78,700, a 2% increase.
 - Research and Monitoring is unchanged, at \$27,600.
- Repairs and maintenance expenses include fleet, safety equipment, lift stations, and other equipment maintenance crucial to operations and computer software and hardware (under \$20,000 capitalization limit). Costs are increasing 8% to \$694,615.
 - New Cloud Based Software:
 - Finance Enterprise, \$82,000, will replace MIP Accounting and Microix Workflow PO system, currently \$13,000 annually, and Access Cash Receipt Log.
 - Tax Roll software, \$35,000
 - Telemetry System, \$10,000
 - Digital Bidding Software, \$9,000
 - Office 365, \$6,100 and Bluebeam, \$3,000
- Utilities are \$295,180, increasing 2%. Costs through March 31, 2024 are under budget, indicating the current budget amounts are adequate, with a 5% increase for water and 15% increase for electricity.
- Other Operating Expenses, which includes Election expenses, Memberships, Training, Meetings, Travel, LAFCo, and miscellaneous expenses, are increasing 19% to \$512,881.
 - Election expense of \$70,000 is included in FY2024-25, for bi-annual elections for three current board members reaching the end of their current term.
 - Training, meetings, and travel are increasing 11%, as in-person training

resumes and increases in costs for safety training.

- **Capital Fund Depreciation.** Depreciation of \$3.2 million is unchanged from the FY 2023-24 annual budget.
- **SVCW Operating Expenses/Debt.** This includes contributions and debt payments for the benefit of SVCW. Total Expenditures are \$ 18,540,559, a 42.7% increase for the District’s share of SVCW budget in FY 2024-25. SVCW expenditures represent 60% of the Collection Operating Expenses, excluding capital and depreciation. The District holds a 22.99% share of SVCW’s Net Position according to the SVCW’s annual Unaudited Analysis of Net Position, as of June 30, 2023. SVCW is reported as a separate Fund, to better identify direct District Operations and those for SVCW.
 - SVCW Operating expenses is \$6,579,079, a 7% increase. Monthly payments also include revenue-funded capital, which is increasing 212% to \$402,502 and SVCW Reserve contributions are decreasing 42% to \$939,400.
 - SVCW Debt payments are \$6,963,243 for 2018 bonds, 2021A&B bonds, WWTP SRF loan, and RESCU loans, increasing 37% from prior year. In 2024-25, three additional SRF loans begin repayment for an additional \$1.7 million. WIFIA loans will begin repayment in 2027-28 for an approximate \$3 million increase.
 - SVCW has added \$3,656,334 for cash in lieu of additional debt. Additional cash was originally scheduled for FY 2025-26.
 - A Debt Service Reserve was initiated in June 2023, with the District’s share \$1.43 million, to fulfill the SVCW’s Maximum Annual Debt Service (MADS) requirement of 1.2 times, with four SRF loans on a five-year look-forward debt coverage test covenant. These funds are held with SVCW and may be used to offset future debt when released.



Change in Net Position:

The Collections Budget: General, Capital, and SVCW Funds, Net Operating Loss is \$36,787, with a Net Change in Position of \$713,213. This is the estimated amount that will be transferred to the Capital budget for capital projects.

The Combined Net Operating Income is a loss of \$1,457,357 for all Funds, with a total positive Change in Net Position of \$477,382 for FY 2024-25.

**Budget
Collections Budget
Fiscal Year 2024-25
Expense Analysis**

	Unaudited Collections 3rd Qtr FY 23-24	Projected FY 2023-24	Collections Budget FY 2023-24	Collections Budget FY 2024-25	Budget Variance	% Var
Operating Expenses						
Salaries & Wages	3,760,007	5,013,342	4,917,723	5,143,007	225,283	5%
Employee Benefits	1,368,295	1,824,394	2,029,090	2,246,352	217,262	11%
Directors- Fees	32,760	43,680	45,800	93,600	47,800	104%
Pension Expense		50,000	50,000	50,000	-	
OPEB Expense	11,063	39,751	25,000	40,600	15,600	62%
Gasoline, Oil & Fuel	66,077	88,102	128,000	128,000	-	
Office Expense	25,314	33,752	48,700	50,550	1,850	4%
Operating Supplies	295,306	393,741	462,700	493,850	31,150	7%
Equipment Expense	68,284	91,045	112,400	96,400	(16,000)	-14%
Insurance	154,378	205,837	287,900	322,560	34,660	12%
Contract Services	520,794	694,391	849,300	901,222	51,922	6%
Rents & Leases	38,524	51,365	67,100	108,430	41,330	62%
Professional Services	579,698	772,931	1,364,900	1,466,400	101,500	7%
Printing & Publications	36,484	48,646	77,200	78,700	1,500	2%
Research & Monitoring	-	-	27,600	27,600	-	
Repairs & Maintenance	331,337	441,782	646,100	694,615	48,515	8%
Utilities	185,974	247,966	288,000	295,180	7,180	2%
Election Expense	-	-		70,000	70,000	
Memberships	43,800	58,401	88,000	88,741	741	1%
Training, Meetings & Travel	47,564	63,419	145,300	160,800	15,500	11%
LAFCo	29,639	29,639	37,100	38,960	1,860	5%
Other Operating Expenses	44,983	59,977	244,300	249,900	5,600	2%
Solid Waste Overhead Allocation	(46,950)	(62,600)	(62,600)	(65,820)	(3,220)	5%
Recycled Water Overhead Allocation	(19,308)	(25,745)	(21,525)	(29,700)	(8,175)	38%
Depreciation	2,329,334	3,105,778	3,200,000	3,200,000	-	
Total WBSD Operating Expenses	9,903,355	13,269,594	15,058,088	15,949,947	891,858	6%
SVCW - Operating Fund	4,588,236	6,117,648	6,117,648	6,579,079	461,431	8%
SVCW - Capital Contributions	96,624	128,832	128,832	402,502	273,670	212%
SVCW - Operating Reserves	36,432	48,576	48,576	-	(48,576)	-100%
SVCW - Capital Reserves	603,900	805,200	805,200	939,400	134,200	17%
SVCW - Line of Credit	38,952	51,936	51,936	-	(51,936)	-100%
SVCW - Debt Service Reserves	-	762,622	762,622	-	(762,622)	-100%
SVCW - 2018 Bond	1,836,301	1,836,301	1,837,963	1,834,963	(3,000)	0%
SVCW: 2021 Bonds (\$55.6m)	2,728,946	2,728,946	2,731,306	2,742,354	11,048	0%
SVCW - SRF WWTP Debt C-06-5216-120	506,765	506,765	506,765	506,765	0	0%
SVCW - SRF Debt C-06-8069-110			-	143,482	143,482	
SVCW - SRF RESCU	-			1,735,680	1,735,680	
SVCW - Cash in Lieu of Debt	-		-	3,656,334	3,656,334	
Total External Operating Expenses	10,436,156	12,986,826	12,990,848	18,540,559	5,549,711	42.7%
Total Operating Expenses	20,339,512	26,256,421	28,048,936	34,490,506	6,441,569	23%

Capital Fund:

The Capital Fund is financed with any Net Increase in Position from the Collection Operations revenue, Connection Charges by customers, and Interest Income. The District estimates to have \$42.8 million Capital Budget balance available as of June 30, 2024. There is \$26.7 million in budgeted capital expenditures, resulting in an ending balance of \$16.8 million after FY 2024-25 for future capital expenditures.

Capital Budget Summary	Actual 3/31/2024	Projected FY 2023-24	Budget FY 2023-24	Budget FY 2024-25
Transfer from Operations	5,479,048	8,103,296	4,741,696	(36,787)
Connection Charges	383,744	383,744	250,000	250,000
Interest Income	2,577,987	1,065,000	500,000	500,000
Capital Expenditures	(8,106,336)	(11,002,158)	(23,913,000)	(26,681,500)
Change in Capital Asset Fund	334,443	(1,450,117)	(18,421,304)	(25,968,287)
Beginning Fund Balance	44,218,570	44,218,570	44,218,570	42,768,453
Capital Budget, Ending Balance	44,553,013	42,768,453	25,797,266	16,800,167

Capital Fund Revenue:

Connection Fees of \$250,000 are budgeted; no change from FY 2023-24.

Capital Fund Expenses:

Total Capital Expenditures of \$26,681,500 are budgeted in FY 2024-25; a 12% increase from FY 2023-24. \$11,112,784 is carried over from FY 2023-24 and \$15,568,716 in new capital for FY 2024-25. A detailed schedule of Capital Expenditures is included on page 12-13.

Capital Assets:

Capital Fund Expenditures	Actual YTD 3/31/2024	Projected 6/30/24	Budget FY 2023-24	Budget FY 2024-25	Budget Change	% Var
Administration	0	0	173,000	80,000	(93,000)	-54%
Collection Facilities	0	90,000	600,000	600,000	0	0%
Vehicles & Equipment	30,704	341,212	445,000	813,000	368,000	83%
Pump Stations	37,430	100,150	440,000	1,639,000	1,199,000	273%
Subsurface Lines & Other Capital	0	0	100,000	100,000	0	0%
Construction Projects	8,038,202	10,470,796	22,155,000	23,449,500	1,294,500	6%
Total Capital Fund	8,106,336	11,002,158	23,913,000	26,681,500	2,768,500	12%

- **Administration.** \$80,000 is budgeted for heating, ventilation, and air conditioning (HVAC) replacement for the administration building.
- **Collection Facilities - Buildings.** The budget for Collection includes FERRF Improvements and Allowance for Unanticipated Capital Expenditures of \$600,000, no increase from the FY 2024-25 budget.

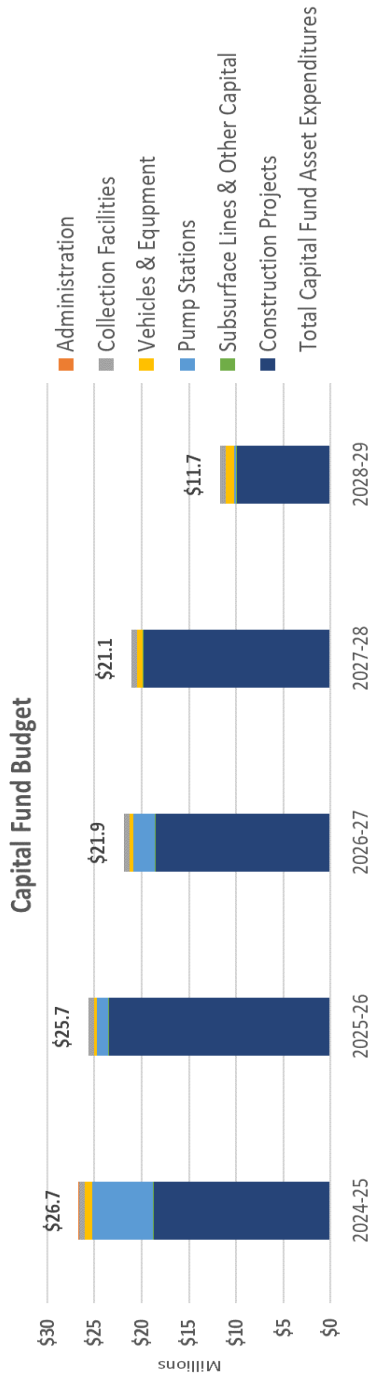
- **Vehicle & Equipment.** The budget for vehicles and equipment is \$813,000, an 83% increase from the FY 2023-24 budget.
 - Equipment: \$453,000 for a new closed circuit television (CCTV) unit and equipment.
 - Vehicles:
 - Electric Vehicle, \$80,000.
 - Pipe Hunter / Jetter, \$280,000.
 - Contribution to Equipment Replacement Reserve: Increased 3% to \$413,625.
- **Pump Stations.** The budget is increasing 273%, to \$1,639,000.
 - Additional Pump & Valve Replacement, \$40,000.
 - Pump Station Telemetry, \$560,000, with \$332,050 carried over from FY 2023-24.
- **Subsurface Lines & Other Capital.**
 - No change in \$100,000 for Manhole Raising on paving projects.
 - Subsurface lines projects often span fiscal year, so are budgeted in construction in progress.
- **Construction in Progress (CIP).** These are new construction projects that are recorded separately and capitalized when completed. CIP is not depreciated until completed. \$23,449,500 is budgeted for CIP, with \$11,112,784 estimated carryover from FY 2023-24 capital budget and \$12,336,716 in new projects.
 - Levee Project:
 - \$5 million budget, with \$4,908,252 carried over from FY 2023-24.
 - The District received a \$4,884,112 grant from the National Fish and Wildlife Foundation for the construction of a living shoreline. These are matching funds requiring a 112% contribution by the District (\$5.5 million).
 - Pipeline Replacement & Rehab Engineering, \$1,050,000.
 - Carryover \$350,000 from FY 2023-24.
 - New funding \$700,000.
 - Pipeline Replacement & Rehab Construction, \$17,399,500.
 - Carryover \$5,854,532 from FY 2023-24.
 - New funding \$11,544,968.
- **Resource Recovery.** Recycled water facilities projects recorded under the Recycled Water Fund.

**Budget
Fiscal Year 2024-25
Capital Fund**

Capital Expenditure - Detail	Budget FY 2022/23	YTD 3/31/2024	Projected 6/30/2024	Budget FY 2023/24	Budget FY 2024/25	Budget Variance	% Var
<u>Administration</u>							
District Office HVAC System					80,000		
District Office Exterior							
Server Replacement Program				23,000	0	(23,000)	
Software Purchases				150,000	0	(150,000)	
10 Year Master Plan	350,000			0	0	0	
Total Administration	350,000	0	0	173,000	80,000	(173,000)	-100%
<u>Collection Facilities</u>							
FERRF Improvements	500,000	0	90,000	500,000	500,000	0	0%
Allowance For Unanticipated Capital Expenditures	100,000	0	0	100,000	100,000	0	0%
Subtotal Collection Facilities	600,000	0	90,000	600,000	600,000	0	0%
<u>Equipment Replacement - Funded From The Equipment Replacement Fund</u>							
<u>Equipment</u>							
CCTV Equipment: Transporter, Track Module, Camera	22,500				28,000	28,000	
CCTV Unit					425,000	425,000	
<u>Vehicles</u>							
Dump Truck (Deferred since 2020 to 2023-24)			180,000	250,000	0	(250,000)	
Jet Truck, Superduty F550 4x4, 1/2in Jetter	165,000					0	
Combo Vacuum/Jetter Truck - Jetter Truck	500,000					0	
Electric Vehicles (2 Add per BOD, 5/10/23)	75,000		130,508	135,000	80,000	(55,000)	
Pipe Hunter / Jetter					280,000.00		
Mini Excavator		30,704	30,704	60,000	0	(60,000)	
Total Equipment Replacement	762,500	30,704	341,212	445,000	813,000	88,000	20%
Sales of Vehicles							
Net Vehicles & Equipment Expense	762,500	30,704	341,212	445,000	813,000	368,000	83%
Equipment Replacement Reserve	(371,315)	0	(401,577)	(401,577)	(413,625)	(12,047)	3%
Net Vehicles & Equipment Activity	391,185	30,704	(60,366)	43,423	399,375	355,953	820%
<u>Subsurface Lines & Other Capital</u>							
<u>Pump Stations</u>							
Pump Equipment Replacement Program	200,000	2,200	32,200	40,000	40,000	0	0%
Pump Station Telemetry		35,230	67,950	400,000	227,950	(172,050)	
Pump Station Telemetry (carryover)					332,050		
Willow, University, and Illinois Foreceman Replacements					1,039,000		
Pump Station Repair & Replacements	0		0	0	0	0	
Total Pump Stations	200,000	37,430	100,150	440,000	1,639,000	1,199,000	273%
<u>Other:</u>							
Manhole Raising (Paving Projects)	100,000	0	0	100,000	100,000	0	0%
Total Subsurface Lines & Other Capital	100,000	0	0	100,000	100,000	0	
Total Pump Station, Subsurface Lines, & Other Capital	300,000	37,430	100,150	540,000	1,739,000	1,199,000	222%

**Budget
Fiscal Year 2024-25
Capital Fund**

Capital Expenditure - Detail	Budget FY 2022/23	YTD 3/31/2024	Projected 6/30/2024	Budget FY 2023/24	Budget FY 2024/25	Budget Variance	% Var
<u>Construction in Progress</u>							
Levee Survey & GPS Update	60,000			60,000			
Levee Improvement Project	1,000,000			3,000,000	91,748		
Levee Improvement Project (Carryover)	6,000,000	5,091,748	5,091,748	7,000,000	4,908,252	(5,060,000)	50%
Corporate Yard Construction							
Corporate Yard Renovation Design (Carryover)	350,000			350,000		(350,000)	0%
<u>Pipeline Replacement & Rehab Engineering</u>							
Construction Projects Environmental Review	20,000			20,000		(20,000)	-100%
Spot Repair Design-High Frequency List	350,000				350,000		
Spot Repair Design-High Frequency List (Carryover)		148,539	225,080	350,000		0	100%
Pipeline Replacement Design	350,000				350,000		
Pipeline Replacement Design (Carryover)				350,000	350,000	350,000	200%
Stowe Lane Design	200,000			0			
Stowe Lane Design (Carryover)		160,875	208,400	200,000		(200,000)	0%
Willow Pump Station Rehabilitation Design		127,568	175,100	200,000			
<u>Pipeline Replacement & Rehab Construction</u>							
Stowe Lane				3,000,000	0		
Stowe Lane (Carryover)			-		3,000,000	0	100%
Willow Pump Station Rehabilitation	700,000			1,000,000	0		
Willow Pump Station Rehabilitation (Carryover)				700,000	1,700,000	0	100%
Misc Point Repairs-High Freq. List Repairs (LAMP 1)	2,000,000	358,881	1,421,865	2,325,000	10,196,365		
Misc Point Repairs-High Freq. List Repairs (Carryover)		2,000,000	2,000,000	2,000,000	903,135	6,774,500	257%
Bayfront Park Sanitary Sewer Improvements	1,250,000		243,311	494,709	1,348,603		
Bayfront Park Sanitary Sewer Improvements (Carryover)		150,593	1,105,291	1,105,291	251,398	0	100%
Other Projects							
Total Construction in Progress	12,280,000	8,038,202	10,470,796	22,155,000	23,449,500	1,294,500	6%
Total Capital Fund Expenditures	14,292,500	8,106,336	11,002,158	23,913,000	26,681,500	2,768,500	12%



**West Bay Sanitary District
Five Year Budget
Capital Asset Fund**

	Actual 3/31/2024	Projected 6/30/2024	Budget FY 2023-24	Budget FY 2024-25	Budget FY 2025-26	Budget FY 2026-27	Budget FY 2027-28	Budget FY 2028-29
Capital Expenditures								
Administration	0	0	173,000	80,000	0	0	0	0
Collection Facilities	0	90,000	600,000	600,000	600,000	600,000	600,000	600,000
Vehicles & Equipment	30,704	341,212	445,000	813,000	300,000	389,000	571,000	935,000
Pump Stations	37,430	100,150	440,000	1,639,000	1,258,000	2,317,000	40,000	200,000
Subsurface Lines & Other Capital	0	0	100,000	100,000	100,000	100,000	100,000	100,000
Construction Projects	8,038,202	11,531,596	22,155,000	23,449,500	23,421,600	18,515,700	19,780,500	9,878,400
Total Capital Expenditures	8,106,336	12,062,958	23,913,000	26,681,500	25,679,600	21,921,700	21,091,500	11,713,400
Recycled Water Capital Expenditures								
Sharon Heights Recycled Water Facility	0	733,380	2,450,000	0	0	0	0	0
Bayfront Recycled Water Facility	0	1,105,291	17,299,485	25,500,000	25,450,000	2,328,600	2,328,600	2,328,600
Total Recycled Water Capital Expenditures	0	1,838,671	19,749,485	25,500,000	25,450,000	2,328,600	2,328,600	2,328,600
Total Capital Expenditures	8,106,336	13,901,628	43,662,485	52,181,500	51,129,600	24,250,300	23,420,100	14,042,000
Grant Funding								
National Fish and Wildlife Foundation Grant, living shoreline.				4,884,112				
California State Water Recycling Program (WRFP)					5,000,000			
Total Grant Funding	-	-	-	4,884,112	5,000,000	-	-	-
Net Capital Expenditures	8,106,336	12,062,958	23,913,000	21,797,388	25,679,600	21,921,700	21,091,500	11,713,400
Net Recycled Water Capital Expenditures	-	1,838,671	19,749,485	25,500,000	20,450,000	2,328,600	2,328,600	2,328,600

Reserves:

The District reserves funds to protect cash flow between sewer service fee payments from the county, maintain fiscal stability, and reserve for future projects. The District has six individual investment accounts to reserve funds for various aspects of operations, plus two money market accounts, including the two accounts which are restricted and hold deposits from Sharon Heights Golf & Country Club (SHGCC) for the SRF loan on the Sharon Heights Recycled Water Facility (SHRWF). In addition, the District has two checking accounts and holds funds in Local Agency Investment Fund (LAIF), which are liquid and available to fund current Operations and Capital Projects.

Budget
Fiscal Year 2024-25
Reserve Contributions

Reserve Contributions	Current Target	Actual YTD 3/31/2024	Projected 6/30/24	Budget FY 2023-24	Budget FY 2024-25
Collection Reserves					
Operating Reserves Transfers (6mo/Ops)	14,024,468	2,913,031	2,913,031	2,913,031	3,220,785
Rate Stabilization/Bond Reserve	10,000,000	-	-	-	-
Treatment Plant Reserve	12,000,000	-	-	-	-
Restricted Reserves					
PARS Irrevocable Trust - Retirement		50,000	50,000	50,000	50,000
PARS Irrevocable Trust - OPEB		25,000	25,000	25,000	25,000
Capital Fund Reserves					
Capital Project Reserves Transfers	8,000,000	20,000,000	20,000,000	-	-
Emergency Capital Reserves Transfer	6,000,000	-	-	-	-
Equipment Replacement Reserves Transfer		-	401,577	401,577	413,625
Recycled Water Fund Reserves					
Recycled Water Cash Flow Reserve	8,000,000	-	-	-	-
Recycled Water SRF Reserve - Restricted	1,475,734				
Total Reserve Contributions	59,500,202	22,988,031	23,389,608	3,389,608	3,709,410

Reserves:

The District currently has four separate investment reserve accounts maintained to support the goals of the District, along with reserves held in LAIF, the Equipment Replacement Reserve held in a money market account, a Pension Trust, and the restricted Recycled Water SRF Reserve. Annual contributions are made in accordance with the Board approved budget in order to reach the target balances for each reserve. In addition, the Operating Reserve is set at six months of operating expenses, based on the annual budget.

- **Reserves.** Total reserve designations and transfers are \$3.6 million.
 - **Operating Reserve:** Designate \$3,220,785.
 - Six months of operations provides cash flow between July and December, when the first sewer service charges are received.
 - Operating Reserves will be held in LAIF, where they are available for cash flow.
 - **Vehicle & Equip Replacement Reserve:** \$413,625, increased 3% annually.
- **Restricted Reserves.**
 - **Public Agency Retirement Services (PARS) Trust:**
 - **Retirement:** \$50,000 to reserve for possible CalPERS unfunded liability.
 - **Other Post-Employment Benefits:** \$25,000 to keep pace with increasing liability.

Solid Waste:

The Solid Waste Fund has a projected net increase of \$6,380 for FY 2024-25, a \$4,370 increase from FY 2023-24. The Net Position is estimated at \$899,905 through FY 2024-25.

- **Solid Waste Fund Revenue.** Franchise fees are received from Recology, which manages solid waste collection for the District. The budget is estimated at a 12% increase from FY 2023-24. Recology may have other changes, which are uncertain at this time; additional costs associated with implementation of California’s Short-Lived Climate Pollutant (SLCP) Reduction Strategy, SB1383 and disposal costs at the Shoreway Environmental Center.
- **Solid Waste Fund Expense.** Allocated expenses for the Solid Waste program of \$116,920 is budgeted for rate studies, annual notification mailing, and overhead allocation, a combined 8% increase.

Budget
Fiscal Year 2024-25
Solid Waste Fund

	YTD 3/31/2024	Projected 6/30/24	Budget FY 2023-24	Budget FY 2024-25	Budget Variance	% Var
Operating Income						
Franchises	86,077	114,769	110,000	123,300	13,300	12%
Total Income	86,077	114,769	110,000	123,300	13,300	12%
Expenditures						
Rate Studies	28,314	28,314	42,000	44,200	2,200	5%
Mailings	3,600	3,600	5,000	5,300	300	6%
Public Relations	0	0	1,500	1,600	100	7%
Overhead Expense Allocation - General	46,950	62,600	59,490	65,820	6,330	11%
Total Allocated Operating Expense	78,864	94,514	107,990	116,920	8,930	8%
Non-Operating Income & Expense						
Surplus	317,824	317,824	0	0	0	0%
Change in Net Position	325,037	338,079	2,010	6,380	4,370	217%
Solid Waste Fund Beginning Balance	555,446	555,446	555,446	893,525		
Solid Waste Fund Balance	880,483	893,525	557,456	899,905		

Recycled Water:***Sharon Heights Recycled Water Facility***

The Sharon Heights Recycled Water Facility (SHRWF) was completed in FY 2021-22, for a project total of \$22,647,052. \$22,267,257 was received from the State Revolving Fund, including a \$5,259,800 Water Recycling Funding Program Construction Grant and a State Revolving Fund (SRF) Loan of \$17,117,420. The District assumed full management of the facility beginning January 27, 2021.

The SHRWF budget is based on the approved 2024 calendar year operations and maintenance budget agreed upon with Sharon Heights Golf & Country Club (SHGCC) representatives. The detailed SHRWF statement is included on page 18.

- **Revenue.** Revenue is recognized as non-operating income, as all costs of the facility are paid by the District and ultimately reimbursed by Sharon Heights Golf & Country Club (SHGCC). The District provides SHGCC with a projected budget in January 2024, which estimated annual operations and maintenance and is billed in twelve equal monthly installments. The difference is reconciled annually and billed or credited to SHGCC.
- **Expense.** Total Operating expenditures are estimated at \$1,426,950 for FY 2024-25, including \$755,000 in depreciation of the recycled water facility.
 - Operating Expenses were \$671,950.
 - Direct District expenses budget is \$642,250, 20% higher than FY 2023-24. Operating costs are expected to return to normal after SHGCC shut down in FY 2023-24 for renovations, requiring less water.
 - Indirect Administration is \$29,700, 27% higher than FY 2023-24, as these fees are based on direct costs.
 - Depreciation is expensed on the straight-line method, \$755,000 annually.
- Non-Operating Income & Expenses.
 - Non-Operating Income
 - Income for FY 2024-25 is \$671,950, which represents the calendar year budget agreement with SHGCC for operations and maintenance.
 - \$1,600 in estimated interest income on the SRF deposit.
 - Non-Operating Expenses
 - Although \$662,911 represents the principal and interest on the SRF loan payment, only the interest of \$151,112 is expensed. The principal amount reduces the loan balance.
- Contributions.
 - SHGCC pays \$662,900 in ten equal installments over ten months for the SRF loan payments, due March 30 each year. Recorded as a contribution by SHGCC.

West Bay Sanitary District
 Recycled Water Fund
 Sharron Heights Recycled Water Facility
 Budget
 Fiscal Year 2024-25

Fund Expenditures - Detail	Actual YTD 3/31/2024	Projected 6/30/24	Budget FY 2023/24	Budget FY 2024/25	Budget Variance	% Var
Operating Expense						
Salaries & Wages	80,991	107,988	85,000	130,000	45,000	35%
Employee Benefits	43,930	58,574	35,000	40,000	5,000	13%
Indirect Labor	5,740	7,654	0	0	-	
Overtime	13,088	13,088	20,000	25,000	5,000	20%
Standby	14,820	19,760	20,000	21,000	1,000	5%
Total Salaries, Wages & Benefits	158,570	207,064	160,000	216,000	56,000	26%
Other Operating Expense						
Fuel	0	0	0	0	0	
Insurance	46	61	40,000	46,000	6,000	13%
Memberships	41,052	54,736	0	0	0	
Office Expense	0	0	0	0	0	
Operating Supplies	0	0	38,200	45,000	6,800	15%
Contractual Services	10,824	14,431	0	0	0	
Professional Services	11,926	15,902	11,000	25,000	14,000	56%
Printing & Publications	11,601	15,467	0	0	0	
Rents & Leases	0	0	0	0	0	
Repairs & Maintenance	0	0	25,000	25,000	0	0%
Research & Monitoring	11,997	15,995	15,000	23,000	8,000	35%
Training, Meetings & Travel	13,149	17,532	0	0	0	
Utilities	0	0	209,250	249,250	40,000	16%
Licenses & Permits	161,806	215,741	12,500	13,000	500	4%
Other Operating Expenses	4,471	5,961	0	0	0	
Subtotal Operating Expenses	425,441	562,891	510,950	642,250	131,300	20%
Administrative Expense	444,749	592,999	21,525	29,700	8,175	27.5%
Direct Expenditures	870,190	1,155,890	532,475	671,950	139,475	21%
Depreciation	822,200	1,096,267	755,000	755,000	0	0%
Total Operating Expense	1,692,390	2,252,157	1,287,475	1,426,950	139,475	10%
Non-Operating Income & Expense						
Other Non-Operating Income						
SHGCC O&M Revenue	503,433	671,245	532,475	671,950	139,475	21%
Interest Income, Gains on Investment	1,257	1,676	1,600	1,600	0	0%
Total Non-Operating Income	504,691	672,921	534,075	673,550	139,475	21%
Other Non-Operating Expense						
SRF Loan Payment - Principal	(506,732)	(506,732)	(506,732)	(511,799)	(5,067)	1%
SRF Loan Payment - Interest	(156,179)	(156,179)	(156,179)	(151,112)	5,067	-3%
Total Non-Operating Expense	(156,179)	(156,179)	(156,179)	(151,112)	5,067	-3%
Total Non-Operating Income & Expense	348,511	516,742	377,896	522,438	144,542	28%
Contributions						
SHGCC Contributions: SRF Loan	397,747	596,620	662,900	662,900	0	0%
Net Change in Position	(946,132)	(1,138,795)	(246,679)	(241,612)	5,067	-2%

Recycled Water Capital Projects:

West Bay Sanitary District
Recycled Water Fund
Fiscal Year 2024-25

Recycled Water Capital Expenditures	Budget FY 2022/23	YTD 3/31/2024	Projected 6/30/2024	Budget FY 2023/24	Budget FY 2024/25	Budget Variance	% Var
Recycled Water Fund							
Bayfront Recycled Water Facility	1,000,000	554,067	950,890	16,750,000	-		
Bayfront Recycled Water Facility (Carryover)					15,750,000	(1,000,000)	94%
Bayfront - Reclaimed Water Pipelines	1,250,000	150,593	1,105,291	549,485		(549,485)	-100%
O'Brien - Reclaimed Water Pipelines *		39,273	106,560	2,500,000			
Menlo Park Community Center: Upsize RW Service Line		303,967	303,967			-	
Sharon Heights Recycled Water Facility (SHRWF)							
SHRWF - Avy Pump Station	500,000	733,380	733,380	766,121			
SHRWF - Avy PS (Carryover)				183,879		(950,000)	0%
SHRWF - Solar Project Lease	1,500,000		-	1,500,000	-	(1,500,000)	-100%
Recycled Water Facilities	4,250,000	1,781,280	3,200,087	22,249,485	15,750,000	(3,999,485)	-0.18

Sharon Heights Recycled Water Facility

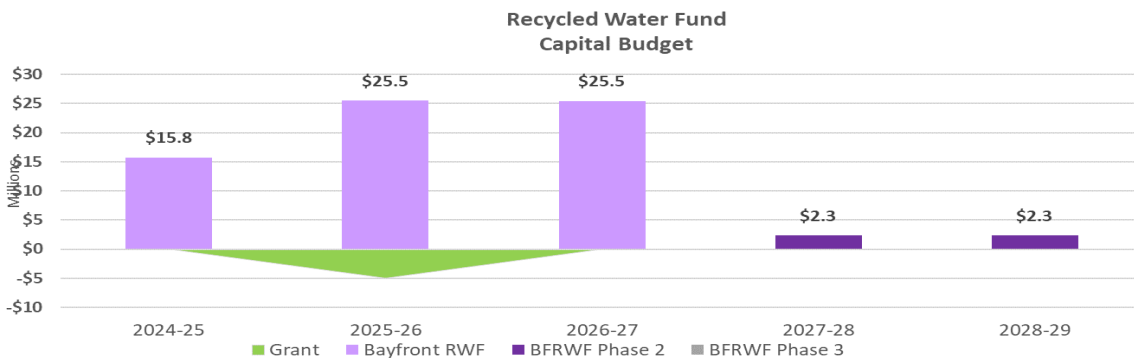
The SHRWF has two capital projects.

- Avy Altscheul Pump Station (Avy PS), which is expected to be completed in FY 2023-24.
 - Will provide additional flow to SHRWF
 - All costs reimbursed by SHGCC to District
- Solar Project Lease, which has been delayed.
 - SHGCC is pursuing a lease for solar power for the SHRWF through a lease agreement.
 - The District owns the SHRWF, so the lease will be in the District’s name
 - All costs reimbursed by SHGCC to District

Bayfront Recycled Water Project

The Bayfront Project has a \$15,750,000 capital budget for the recycled water facility.

- Project Management
- Recycled Water Facility
- Reclaimed Water Pipelines to Menlo Park Pump Station



West Bay Sanitary District
Budget
Fiscal Year 2024-25
By Fund

	General Fund	Capital Fund	Silicon Valley Clean Water Fund	Solid Waste Fund	Recycled Water Fund	Combined Budget
	FY 2024-25	FY 2024-25	FY 2024-25	FY 2024-25	FY 2024-25	FY 2024-25
Operating Revenues						
Sewer Service Charges	33,445,360	-	-	-	-	33,445,360
Permit & Inspection Fees	200,000	-	-	-	-	200,000
Flow Equalization	69,210	-	-	-	-	69,210
Other Operating Revenue	739,149	-	-	123,300	-	862,449
Operating Revenues	34,453,719	-	-	123,300	-	34,577,019
Operating Expenses						
Salaries & Benefits	7,573,559	-	-	-	216,000	7,789,559
Materials & Supplies	768,800	-	-	-	45,000	813,800
Insurance	322,560	-	-	-	46,000	368,560
Contract Services	1,009,652	-	-	-	-	1,009,652
Professional Services	1,572,700	-	-	51,100	48,000	1,671,800
Repairs & Maintenance	694,615	-	-	-	25,000	719,615
Utilities	295,180	-	-	-	249,250	544,430
Other Operating Expenses	512,881	-	-	65,820	42,700	621,401
Depreciation	-	3,200,000	-	-	755,000	3,955,000
Total WBSD Operating Expenses	12,749,947	3,200,000	-	116,920	1,426,950	17,493,817
Sewage Treatment Plant (SVCW)			18,540,559			18,540,559
Total Operating Expenses	12,749,947	3,200,000	18,540,559	116,920	1,426,950	36,034,376
Operating Income (Loss)	21,703,772	(3,200,000)	(18,540,559)	6,380	(1,426,950)	(1,457,357)
Non-Operating Revenues (Expenses)						
Investment Income	500,000	-	-	-	1,000	501,000
Interest Expense	-	-	-	-	(151,112)	(151,112)
Other Non-Operating Income	-	-	-	-	671,950	671,950
Other Non-Operating Expenses	-	-	-	-	-	-
Total Non-Operating Revenues (Expenses)	500,000	-	-	-	521,838	1,021,838
Change in Net Position by Fund	22,203,772	(3,200,000)	(18,540,559)	6,380	(905,112)	(435,518)
Pension Adjustment (GASB 68)	-					-
Capital Contributions						
Recycled Water Fund					662,900	662,900
Capital Fund: Connection Fees		250,000				250,000
Change in Net Position by Fund	22,203,772	(2,950,000)	(18,540,559)	6,380	(242,212)	477,382
Beginning Net Position (Budget)	57,162,923	94,163,012	16,603,101	893,525	13,391,030	182,213,591
Prior Period Adjustment	-	-	-	-	-	-
Ending Net Position	79,366,696	91,213,012	(1,937,458)	899,905	13,148,818	182,690,972

RESOLUTION NO. _____ (2024)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BE IT RESOLVED that the Fiscal Year 2024/2025 Consolidated Budget, and individual General Fund, Capital Assets Fund, and SVCW Fund (Collectively known as Collections), and Solid Waste Fund, and Recycled Water Fund Budgets, for West Bay Sanitary District are hereby approved.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 12th day of June 2024, 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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 9**

To: Board of Directors

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

**Subject: Consider Adopting Resolution Establishing Rates of Pay and
Related Compensation Provisions**

Background

The Board approved the current Salary Schedule on June 14, 2023, based on the prior Memorandum of Understanding (MOU). On June 12, 2024, the Board adopted a MOU between the District and Teamsters Local 350. Increases were determined for a one-year term of the MOU, ending June 30, 2025. The salary increase includes a 4% increase effective May 1, 2024.

Analysis

The attached Resolution is required to adjust the individual salary ranges by 4% and related compensation provisions for represented, unrepresented, and management employees.

Fiscal Impact

Salaries and employee benefits will increase per the terms of the MOU, if approved by the Board of Directors. Steps for represented employees are in 2.5% increments, per the terms of the MOU.

Two additional steps were added to the Project Manager position. The position received a title change from Project Manager to District Engineer to better represent the position. The District Engineer position will now have seven total steps rather than five. One additional step was added to the Operations Supervisor position to reflect Safety Officer duties. The position will now have six total steps rather than five.

Employees will continue to contribute 1.25% of their salary to the District's portion of its PERS costs. Additionally, the employee shall pay to PERS the employee's contribution (i.e. 8% of pay for Classic Employees Tier I, 7% Classic Employee Tier II, and 7.75% of pay for PEPRA Employees). Currently eleven (11) employees are in Classic Tier I, one (1) employee is in Classic Tier II, and twenty-one (21) employees are in PEPRA.

Recommendation

The General Manager recommends the Board adopt the attached Resolution.

RESOLUTION NO. ____ (2024)

**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
General Manager	18,092 - 20,911

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
District Engineer	13,991 - 18,750
Operations Superintendent	13,991 - 17,006
Water Quality Manager	12,690 - 17,006
Finance Manager	13,991 - 17,006
Office & Communications Manager	9,284 - 11,284

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	11,290 - 13,723
Water Quality Supervisor/Operator	11,290 - 13,723
Pump Facility Supervisor	10,902 - 13,252
Operations Supervisor	10,902 - 13,914
Information Technology Analyst	9,334 - 11,345
Associate Engineer	9,993 - 12,146
Personnel & Accounting Specialist	8,423 - 10,238
Administrative Technician	7,350 - 8,934
Part-Time Clerical Assistant	24 - 29/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	8,808 - 12,446
Source Control Inspector	8,808 - 12,446
Field Supervisor	7,274 - 11,345
Rehabilitation Technician	6,832 - 10,142
Pipeline Inspection Technician	6,832 - 10,142
Maintenance Mechanic	6,832 - 10,142
Utility Worker / Operator in Training	6,832 - 10,142
Maintenance Worker	6,018 - 8,934
Temporary Maintenance Worker	28 - 37/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. To promote the retention of "Critical Positions" within the District, the General Manager is authorized to exceed the salary ranges for individuals within this category up to 1.5% of base salaries for the positions deemed critical to be distributed at the General 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 General 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 continue to contribute 1.25% of their salary to the District's portion of its PERS costs. 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 7.75% or statutory required % 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. The Rates of Pay in the Resolution shall be effective on May 1, 2024.

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 12th day of June, 2024 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

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WEST BAY SANITARY DISTRICT AGENDA ITEM 10

To: *Board of Directors*

From: *Fariborz Heydari, P.E., Project Manager*

Subject: *Consider Authorizing the General Manager to Issue the Call for Bids for the Upgrade Pump Stations Telemetry System Project No. 1766.0*

Background

The District uses the ISAC System utilizing a regular phone line telemetry system to monitor the eleven publicly owned pump stations. The existing telemetry system is at the end of its reliable lifespan.

At the Regular Meeting on July 12, 2023 the Board considered approving the purchase of Flygt MultiSmart to upgrade the publicly owned pump stations. Staff received a quote from Shape Incorporated for \$396,273.44; however the vendor notified staff that they could not meet the requirements for prevailing wages in the contract documents and register with the Department of Industrial Relations (DIR).

On October 11, 2023, the Board authorized the General Manager to enter into an agreement with Freyer and Laureta (F&L) for engineering design and construction support services to upgrade the District's pump stations telemetry system.

Analysis

The design has been completed and is ready to call for bids. The engineer's estimate is \$645,000 with 10% contingency totaling \$709,500.

Fiscal Impact

The Pump Station Telemetry project has a carryover budget of \$332K from the FY2023-24 budget with an anticipated additional cost of \$262K. The total budget allocated towards upgrading the pump stations' telemetry systems is approximately \$600K. The engineer's estimate is now higher than the originally approved budget for the project. After the bid opening, additional funding may be required to award the project.

Environmental Review

This project is exempt from the CEQA environmental review. Reasons for exemption include the project consisting of construction and location of limited numbers of new,

small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The Project would have a limited disturbance area and minimal aboveground components, and thus would be considered a small facility.

The Project would not trigger any exceptions to a categorical exemption (i.e., would not impact scenic highways, is not located on a hazardous waste site, would not impact a historical resource, and would not have a significant impact due to its location, cumulative impacts, or other unusual circumstances). Thus, the Project is exempt under State CEQA Guidelines Sec. 15303.

Recommendation

The Project Manager recommends that the District Board approve the Call for Bids as presented to upgrade the pump stations telemetry system.

Attachments: Notice of Exemption

Notice of Exemption

To: County Clerk
County of San Mateo
555 County Center
Redwood City CA 94063

From: West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025

Project Title: Upgrade Pump Stations Telemetry System

Project Location – Specific: Various Pump Stations (Eleven Locations)

Project Location – City: East Palo Alto, Menlo Park, Portola Valley, San Mateo County, and Santa Clara County

Project Location – County: San Mateo and Santa Clara

Description of Project: To upgrade and replace the District’s ISAC regular phone line telemetry system which monitors the eleven publicly owned pump stations with a new Flygt MultiSmart telemetry system in East Palo Alto, Menlo Park, Town of Portola Valley, San Mateo County, and Santa Clara County.

Name of Public Agency Approving Project: West Bay Sanitary District

Name of Person or Agency Carrying Out Project: West Bay Sanitary District

Exempt Status:

CEQA Guidelines Section 15601(b)(3), General Rule;
Categorical Exemption: Class 1 – Section 15301(b), Existing Facilities, and Class 2 – Section 15302(c), Replacement or Reconstruction.

Reasons why project is exempt:

This project is exempt from CEQA because it can be “seen with certainty that there is no possibility that the activity in question may have a significant impact on the environment.” This certainty is based on the past experience with numerous sewer construction and rehabilitation projects of this nature, and the mitigated measures included in all such projects to alleviate any impacts.

Most project elements also are exempt as minor alteration and repair of existing public facilities or topographical features involving negligible or no expansion of use beyond that previously exist.

Lead Agency: West Bay Sanitary District

Lead Agency Contact Person: Sergio Ramirez (510) 321-0384

Signature

Date: _____

Title: General Manager

“PRELIMINARY REVIEW”

UPGRADE PUMP STATIONS TELEMETRY SYSTEM PROJCT EAST PALO ALTO, MENLO PARK, TOWN OF PORTOLA VALLEY, SAN MATEO COUNTY, AND SANTA CLARA COUNTY

June 5, 2024

INTRODUCTION. At the June 12, 2024 District Board Meeting, the Board will consider approving the bidding of this Project and authorization for the filing of a California Environmental Quality Act (CEQA) “Notice of Exemption” for the project. The District proposes this project.

EXEMPTION REVIEW. In compliance with CEQA Guidelines, this “preliminary review” of the District’s eleven publicly owned pump stations were conducted to determine whether the project is exempt from CEQA. Based on this review, staff has concluded that the project is exempt from CEQA under several sections of the guidelines. In summary, the project would not have any significant impacts on the environment because it includes little or no expansion of capacity, and will employ mitigation measures to alleviate any impacts.

This preliminary review presents and elaborates upon the rationale for the conclusions reached by staff.

Staff has concluded that all project elements are exempt under CEQA Guidelines section 15061(b)(3) (known as the “General Rule”), since it can be “seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.”

This certainty is based on past experience with numerous sewer construction projects of this nature, and the mitigation measures included in all such projects to alleviate any impacts.

Past Experience. The District has completed the construction of many construction projects throughout San Mateo County. While construction-related impacts on land use, traffic, noise, air quality, erosion, drainage, public safety, and cultural resources can occur, no significant environmental impacts have resulted from this work.

The reasons these have been “less-than-significant” include the short-term nature of construction activities, application of the District’s standard construction mitigation measures, good community relations outreach programs to inform project area residents of construction activities, and active coordination with local jurisdictions.

Construction Mitigation Measures. Specific impact mitigation measures will be included in the proposed project to avoid, minimize, reduce, or rectify for construction-related impacts. These measures are used on all sewer construction projects and will be required in the project plans and specifications. The measures address dust control; erosion control; noise control; protection of soils; provision for adequate drainage; protection and restoration of structures; public health and safety precautions; community notifications; traffic control; and preservation of cultural resources.

Staff has concluded that most project elements are “categorically exempt” under CEQA Guidelines Section 15301(b) (existing facilities); or Section 15302(c) (replacement or reconstruction). These exemptions require repair, maintenance, or minor alteration of existing structures or facilities.

The District’s existing ISAC, a regular phone line, telemetry system has reached its expected life and needs replacement. This project is being implemented to upgrade the telemetry system with a new Flygt MultiSmart telemetry system.

CONCLUSION. Based on the information presented herein, staff has concluded that the subject project is exempt from CEQA under the CEQA Guidelines Section 15061(b)(3) (the General Rule), and that most project elements are also exempt under CEQA Guideline Section 15301(b), (existing facilities) or Section 15302(c), (replacement or reconstruction).

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WEST BAY SANITARY DISTRICT AGENDA ITEM 11

To: *Board of Directors*

From: *Fariborz Heydari, P.E., Project Manager*

Subject: *Consider Authorizing General Manager to enter into an Agreement with V.W. Housen & Associates for Engineering Design Services for the 2024 Pipe Repair and Replacement Project*

Background

On December 13, 2023, the Board accepted the 2023 Wastewater Collection System Master Plan by V.W. Housen & Associates, discussed the 10-year Capital Improvement Program List (CIP), and directed staff to increase the annual CIP budget from \$5M to \$10M a year. Subsequently, on January 24, 2024, the Board approved the revised Master Plan 10-year CIP List to increase the annual budget to replace the existing sewer mains in need of repairs with various defects.

The District has requested engineering, surveying, and design services from V.W. Housen & Associates for the Linear Asset Management Plan (LAMP) Projects. These projects are identified in the Master Plan as Priority 1 Grade 5 Defects, Priority 2 Grade 4 Defects, and Contiguous Grade 4 Defects.

The engineer will work with other agencies to align all pipe repairs and replacement work to be constructed prior to the agencies' pavement improvements plans.

Analysis

V.W. Housen & Associates was selected because of their familiarity with the Master Plan and the known defects. In addition, contracting with V.W. Housen & Associates will give the District depth in the number of engineering firms that work for the District.

The Proposed Tasks for the Agreement include:

- Task 1 - Project Management
 - Task 2 - Review of Existing Information
 - Task 3 - Field Survey
 - Task 3.1 – Optional Topographic Survey
 - Task 4 – Utility Research
 - Task 5 – Preparation of Design Documents
-

Task 6 – Provide Bid Services, Addenda Preparation, and Conformed Drawings

Fiscal Impact

The Capital Asset Fund for Fiscal Year 2024-2025 for Pipeline Replacement and Rehab Engineering is budgeted for \$700,000. The total design services for this project is \$190,238 which \$153,434 is for the design, and a placeholder of \$36,804 for an optional topographic survey task that will only be used if the pipe replacements cannot utilize pipe bursting and require open trench replacement. The total appropriation is \$210,000 (rounded) which included approximately 10% contingency.

Recommendation

The Project Manager recommends that the District Board authorize the General Manager to enter into an agreement with V.W. Housen & Associates for Engineering Design Services for the 2024 Pipe Repair and Replacement Project and approve up to 10 percent contingency for additional work on an as-needed basis.

Attachments:

V.W. Housen & Associates Proposal dated May 17, 2024
Agreement

May 17, 2024

Fariborz Heydari
Project Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025

Subject: Proposal for 2024 Pipeline Repair and Replacement Projects

Dear Mr. Heydari,

Thank you for the opportunity to provide this Proposal for the West Bay Sanitary District 2024 Pipeline Repair and Replacement projects. These projects will accomplish the following:

- Project L.2.1. Rehabilitate the 10 lines on the Priority 1 list through point repairs and/or pipe replacements. All of these lines have at least one Grade 5 structural defect.
- Project L.2.2. Rehabilitate the 12 highest priority lines on the Priority 2 list through point repairs and/or pipe replacements. All of these lines have at least one Grade 5 structural defect.
- Project L.2.3. Rehabilitate 14 pipes with Grade 4 defects located adjacent to the projects from L.2.1 and L.2.2, within the budget established in the 2024 CIP.

We propose to provide biddable plans and specifications and also to assist the District during the bid period for a cost of \$153,434. In addition, we have included a placeholder of \$36,804 for topographic survey. Topographic survey would only be required if pipes require replacement using open trench construction methods, in lieu of pipe bursting.

Please feel free to contact me at (925) 518-3487 or vhousen@housenassociates.com if you have questions or would like to discuss our proposal further.

Sincerely,

V. W. Housen & Associates



Vivian Housen, P.E.
Principal

**West Bay Sanitary District
2024 Pipeline Repair and Replacement Project**

Proposal for Design Services

This Proposal describes services required to prepare bid-ready documents for the following pipeline upgrades as described in the 2023 Master Plan. The upgrades include point repairs and pipeline replacements that are indicated by existing inspection logs. The project includes a review of closed-circuit television inspection videos as needed to confirm the information listed in the inspection logs. The video review may alter the recommendations for each pipe:

1. Point Repairs (Project L.2.1)
 - a. I11039_I11036: 2 point repairs to address pipe defects.
 - b. N11054_N11053: 1 point repair to address a hole with soil visible.

2. Pipe Repairs and Replacements (Projects L.2.1 and L.2.3)
 - a. F15056_F15057_F15061_F16051; G15010_G15009_G15001_G15061. Replace three pipes (1,017 feet) and seven point repairs to address multiple defects.
 - b. G15050_G15047_G15048_G15042 and G15049_G15042. Replace three pipes (667 feet) and one point repair to address multiple defects. Note that one of these lines is a “Project L.2.2” line.
 - c. I12047_I12040: Install a 40-foot long point repair to address a 90% sag.
 - d. I16043_I16039_I16040 and I16083_I16082. Two point repairs and additional 60-foot and 25-foot point repairs to address sags and defects.
 - e. I16067_I16066. Twenty-foot point repair to address a deep sag.
 - f. J11013_J11012_J11011_J11010_J11009_J11008. Replace one pipe (293 feet) and 7 point repairs to address multiple defects.

3. Pipe Repairs and Replacements (Projects L2.2 and L2.3)
 - a. H13164_H13192: One point repair to address broken pipe.
 - b. H15117_H15118: One point repair to address hole.
 - c. I14034_I14021: One 15-foot point repair to address multiple defects.
 - d. H16034_H16033: Replace pipe (263 feet) to address multiple defects.
 - e. I16061_I16063: Install four point repairs to address multiple defects.
 - f. I16051_I16050: Point repair to address one hole.
 - g. J12027_J12028: One point repair to address broken pipe.
 - h. K10017_K10013: Two point repairs to addressed deformed pipe.
 - i. K11018_K11005_J11053_J11055: Replace two pipes (441 feet) and one point repair to address multiple defects.
 - j. K11097_K11095: Two point repairs to address defects.
 - k. K11139_K11138: Three point repairs to address defects.
 - l. K11144_K11145: One 10-foot point repair to address collapsed pipe.

DESIGN PERIOD SCOPE OF WORK

This project develops biddable plans and specifications for point repairs and replacements of 36 pipes with a combined length of 8,350 lineal feet. The scope includes separate approaches for point repairs and pipe replacements:

- A location map will be provided, showing the locations of point repairs and pipe replacements.
- Standard trench, pipe connection, and lateral connection details will be provided as references for completing point repairs. All other requirements will be included in the project specifications.
- Plan and profile drawings, as well as standard details will be provided for pipe replacements, in addition to technical requirements outlined in project specifications.
- The District's existing Division 0 (Legal Requirements) and Division 1 (General Requirements) will be utilized and updated to include project-specific details. V.W. Housen & Associates will prepare Division 2 specifications (Technical Requirements).

Task 1 – Project Management

V. W. Housen & Associates (VWHA) will provide project monitoring and administration, lead the project kickoff meeting, manage subconsultants, develop a baseline schedule, prepare progress reports and project invoices, and conduct quality assurance/quality control (QA/QC) activities.

Deliverables: Project schedules; meeting agendas and minutes; invoices.

Task 2 – Review of Existing Information

V. W. Housen & Associates (VWHA) will review closed-circuit television videos for the 36 lines to receive upgrades under this project and will conduct one full-day visit to the project sites. District staff assistance will be requested to pull manhole covers for inspection, if required. VWHA will utilize findings to finalize the scope of work for each pipe, and to confirm that pipe bursting is a viable solution for the pipes that will be replaced. This task includes one zoom call with District staff to review results and concur on the project approach.

Deliverables: Summary of findings and final pipeline repair and replacement recommendations.

Task 3 – Field Survey

VWHA will utilize O’Dell Engineering to conduct field location services for pipes that will receive replacement via pipe bursting. Field activities will include identifying longitude and latitude of manhole rims, and documenting rim elevation and all incoming and outgoing invert elevations including direction of flow. Ten pipe locations and their associated manholes are included in the field survey.

Deliverables: Excel spreadsheet with manhole latitude, longitude, rim elevation, and invert elevations including flow directions.

Task 3.1 – Optional Topographic Survey

If required, O’Dell will prepare an optional topographic survey for the line segments that will receive a full open-trench replacement from manhole to manhole. This proposal assumes that 1,500 feet of roadway are included in the optional survey estimate. The optional topographic survey will extend from back-of-sidewalk to back-of-sidewalk and will include pavement, curb, gutters, roadway markings, monuments, benchmarks, and utility boxes located within the roadway or sidewalk. The survey will include any markings on existing utility boxes, and will locate overhead and underground utilities. The survey will include all manhole and catch basin rim and invert elevations, and invert depths for all incoming and outgoing pipes and direction of flow.

Task 4 – Utility Research

VWHA will also conduct utility research and will locate utilities on the drawings for the 10 pipes that are planned for replacement. VWHA will obtain as-built drawings from local utility agencies. Existing utilities will be shown on the plan and profile drawings.

Task 5 – Preparation of Design Documents

VWHA will prepare detailed plans at the 60%, 90% and final completion levels, and project specifications with an engineer’s estimate of construction cost at 90% and final completion. In Two review meetings will be held with the District at the 60%, and 90% submittal milestones. Plans and profiles will be drawn to 1” = 40’ horizontal and 1” = 4’ vertical scale at full size. The plans will be generated using publicly available aerial mapping as the basemap, with overlays of utility locations and surveyed data. Review sets and the final bid set will be provided as 11” X 17” half size drawings. Electronic copies in pdf format of plans and specs will be provided at the 60% and 90% review stages, and for bid.

This task assumes that the District’s Division 0 (Legal Requirements) and Division 1 (General Requirements) will be included with minimal modifications by VWHA. VWHA will prepare Division 2 specifications (Technical Requirements). If the District requests specific construction

details for use in the bid documents, this task assumes that the District will provide these details in AutoCAD format.

Deliverables: Construction plans at the 60%, 90% and final completion levels; project specifications and estimates of construction cost at 90% and final completion; meeting agendas and minutes. Final biddable plans and specifications will be provided in pdf format for reproduction/distribution by the District.

Task 6 – Provide Bid Services, Addenda Preparation, and Conformed Drawings

VWHA will assist the District as needed during the bid process. Tasks include responding to questions from potential bidders, preparation of addenda, and assistance with bid evaluation. VWHA will prepare a pre-bid conference meeting agenda and lead the pre-bid meeting. VWHA will develop conformed construction documents prior to construction. Five hard copies and one electronic copy of specifications and conformed drawings will be provided in advance of construction.

Deliverables: Preconstruction meeting agenda and minutes; up to 2 addenda; conformed specifications and drawings.

DESIGN PERIOD BUDGET AND SCHEDULE

VWHA will complete the described work for an amount not to exceed \$153,434.00, as shown in Table 1 on the following page. Sixty percent design documents will be completed within 3 months from the Notice to Proceed (“NTP”). Ninety percent design documents will be completed within 6 weeks after receiving comments on the 60% design documents. Bid documents will be completed within 1 month following receipt of comments on the 90% review drawings.

Our proposal includes an optional topographic survey task that will only be used if the pipe replacements cannot utilize pipe bursting and require open trench replacement. The optional survey cost includes a placeholder of \$36,804, which will allow survey of up to 1,500 feet of roadway and associated utilities.

CONSTRUCTION PERIOD SERVICES

Construction period services and the preparation of as-built drawings (Engineering Services During Construction) will be provided through a separate proposal, as requested by the District.

Table 1

West Bay Sanitary District
Pipeline Repair and Replacement Project

Fee Estimate

2024 WBSD Pipeline Repair and Replacement Project TASK DESCRIPTION	VWHA (HOURS)					VWHA Cost	Sub Cost	Other Direct Costs	Total Cost
	Principal	Senior PM	Project Engineer	CAD Drafter	VWHA Hours				
Hourly Rate (2024)	\$290	\$242	\$184	\$203					
1. Project Management and QA/QC									
a. Project Management and QA/QC	16	4	4		24	\$ 6,344			\$ 6,344
Task 1 - Project Management and QA/QC	16	4	4		24	\$ 6,344			\$ 6,344
2. Review of Existing Information									
a. CCTV review (36 lines)	4		12		16	\$ 3,368			\$ 3,368
b. Field investigations		8	8		16	\$ 3,408			\$ 3,408
c. Summary findings/approach	2	2	4		8	\$ 1,800			\$ 1,800
Task 2 - Review Existing Information	6	10	24		40	\$ 8,576			\$ 8,576
3. Field Survey									
a. Manhole Survey (no trenched pipe - 20 locations)		4	8		12	\$ 2,440	\$ 12,000	\$ 250	\$ 14,690
Task 3 - Field Survey	0	4	8		12	\$ 2,440	\$ 12,000	\$ 250	\$ 14,690
4. Utility Research (36 locations)									
a. Utility Research	4	8	20		32	\$ 6,776			\$ 6,776
Task 4 - Utility Research	4	8	20		32	\$ 6,776			\$ 6,776
5. Prepare Design Documents									
a. Plan and Profile (60%, 90%, Bid-Ready)	16	70	120	200	406	\$ 84,260			\$ 84,260
b. Specifications (90%, Bid-Ready)	16	32	40		88	\$ 19,744			\$ 19,744
c. Cost Estimate (90%, Bid-Ready)	4	8	8		20	\$ 4,568			\$ 4,568
Task 5 - Prepare Design Documents	36	110	168	200	514	\$ 108,572			\$ 108,572
6. Bid Period Services									
a. Preconstruction Meeting, Addenda	2	4	8	4	18	\$ 3,832			\$ 3,832
b. Conformed Drawings	2	4	8	8	22	\$ 4,644			\$ 4,644
Task 6 - Bid-Period Services	4	8	16	12	40	\$ 8,476			\$ 8,476
Total Design Period Services	66	144	240	212	662	\$ 141,184	\$ 12,000	\$ 250	\$ 153,434
3.1 Optional Topographic Survey (for trenched construction)									
A. Topo Survey (Optional Task)		4	4		8	\$ 1,704	\$ 35,000	\$ 100	\$ 36,804
Optional Task 3.1 - Topographic Survey		4	4		8	\$ 1,704	\$ 35,000	\$ 100	\$ 36,804

Notes:

1. Other Direct Costs include mileage and reproduction expenses.
2. Labor billing rates shown are for 2024 for individuals anticipated to work on the project. Actual billing rates for individuals who work on the project will be used. The overall fee shall not be exceeded.

**AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN WEST BAY
SANITARY DISTRICT AND
V.W. HOUSEN & ASSOCIATES**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 12th day of June, 2024, by and between West Bay Sanitary District, hereinafter referred to as “District”, and V.W. Houseen & Associates, hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain professional services as more particularly described in “WEST BAY SANITARY DISTRICT 2024 PIPE REPAIR & REPLACEMENT SCOPE FOR DESIGN AND MANAGEMENT SERVICES V.W. HOUSEN & ASSOCIATES” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

WHEREAS, Consultant has available, and offers to provide, personnel and facilities necessary to accomplish the work contemplated in the Proposal as may be requested by the District;

NOW, THEREFORE, the District and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Consultant will provide engineering design for the replacement of the 2024 Pipe Repair & Replacement Project in Menlo Park, Town of Atherton, Portola Valley, and in Unincorporated San Mateo County.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the **Scope of Work**, attached hereto as **Exhibit A**.

Consultant shall not undertake any work beyond the scope of services as set forth in Exhibit A. No changes in the scope of services shall be made without the District's prior written approval.

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either June 12, 2025 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the District.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of June 12, 2025 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$210,000.00 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt.

IV. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that all work performed by Consultant or under Consultant's direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of District within the job site which is not under the Consultant's control.

V. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its directors, officers, employees, and agents (collectively,

“Indemnitees”) from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys’ fees and costs (“Losses”) caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant’s officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant’s duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant’s officers, employees, agents, or subcontractors, Consultant’s costs to defend Indemnitees shall not exceed the Consultant’s proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

VI. INSURANCE

Prior to the beginning and throughout the duration of the Agreement, as may be extended by written amendment, Consultant will maintain and comply with the insurance requirements below with insurers licensed to do business in the State of California and with a Best’s rating of no less than A:VII. Consultant will insure the District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

Certificate Requirements:

The District will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet or exceed the requirements below,
- The Certificate Holder will be West Bay Sanitary District, 500 Laurel Street, Menlo Park, CA 94025,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the District, its directors, officers, , and employees as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the District, unless a longer duration is required.

Required Coverage:

A. Commercial General Liability (CGL) insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. Automobile Liability insurance of \$1,000,000 per accident covering automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

C. Worker's Compensation insurance and Occupational Disease insurance, with statutory limits as required by law, and Employer's Liability insurance, of \$1,000,000 per accident for bodily injury or disease covering all workplaces involved in this Agreement. Consultant shall provide an endorsement with a **waiver of subrogation** in the District's favor for all services performed by Consultant and its employees relating to payment of any loss, including attorney's fees.

D. The Commercial General Liability and Automobile Liability Insurance policies shall be endorsed to name the District, its directors, officers, employees, and agents as additional insureds with respect to liability arising out of services or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such services or operations. Consultant's insurance coverage is primary insurance and any insurance maintained by the District shall not contribute with it.

E. Errors and Omissions: Consultant shall also provide Professional Liability Insurance appropriate to Consultant's profession with limits of liability in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Consultant shall maintain, and provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services under this Agreement.

F. Consultant shall require and verify that all of Consultant's subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and agents are additional insureds on the CGL and Automobile liability insurance policies required from subcontractors.

G. Consultant shall provide the District with Certificates of Insurance and endorsements, on forms acceptable to District, or other evidence of insurance acceptable to District, prior to commencement of any services under this Agreement. Each insurance policy required above shall provide that there will be no cancellation of coverage by the carrier without prior written notice to District.

H. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

I. Any excess/liability policies must provide similar coverage as the primary CGL

policy with no new exclusions - Excess liability insurance must follow form the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

J. The Excess policy must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

VII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The District or Consultant may terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 15 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The District's only obligation to the Consultant will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the District up to and including the effective date of termination, less any amounts withheld. All finished or unfinished work, materials, supplies, goods, or documents procured or produced under the Agreement will become property of the District upon the termination date. In the event of Consultant's failure to perform, District reserves the right to obtain services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the District. After the effective date of termination, Consultant will have no further claims against the District under the Agreement including, but not limited to, claims for anticipated profit related to unperformed services. Termination of the Agreement pursuant to this paragraph may not relieve the Consultant of any liability to District for damages sustained by the District because of any breach of the Agreement by Consultant, and District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

VIII. SUBCONTRACTS

Except as provided in the Proposal, and otherwise with prior written approval of the District, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on

insurance required from subcontractors.

IX. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws and regulations.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees, agents, representatives, and subcontractors, covenants that it presently has no direct or indirect interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.
3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.
4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project for examination and audit by the District, local, state, or federal government, as applicable. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of five years from the date of the final District payment for Consultant's services. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
5. California Public Records Act. District is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to District, and Consultant claims that such information falls within one or more CPRA exemptions,

Consultant must clearly mark such information “Confidential and Proprietary,” and identify the specific lines containing the information. In the event of a request for such information, District will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Mateo County before the District is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the District is required to respond to the CPRA request, District may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold District harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney’s fees) that may result from denial by District of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

6. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant’s employees, agents, subcontractors or others under Consultant’s supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District, its officials, officers, employees, and agents against any claim or liability, including attorneys’ fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant’s supervision or control was misclassified.
7. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
8. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
9. Subcontractors. Consultant shall obtain prior approval of the District prior to subcontracting of any work pursuant to this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the District, its directors, officers, employees, and agents as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the District in writing.
10. Prevailing Wage. To the extent that the work or services to be performed under this Agreement may be considered a “public work” pursuant and subject to Labor

Code section 1720 *et seq.*, Consultant (and any sub consultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any sub consultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

Consultant agrees to be bound by the prevailing wage requirements to the extent applicable to the scope of work and services under this Agreement, including, but not limited to, the following:

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
- c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
- d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

Any failure of Consultant and/or its sub consultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the District's performance of this Agreement at the District's sole and absolute option, and shall be at the sole risk of Consultant. Consultant on behalf of itself, any sub consultant, agree to indemnify, defend and hold harmless the District and its directors, officers, and employees from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any sub consultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

11. Registration with DIR. Consultant acknowledges that it and/ any sub consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or sub consultant's current registration to perform public work. Labor Code section 1771.1(b).
12. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
13. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, existing or future, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. . Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on the District's sole discretion.
14. Intellectual Property and Indemnity. Consultant represents to District that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless District, its directors, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the District's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the District the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, District will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. District shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

15. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
16. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
17. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the District.
18. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
19. Amendments. This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the District and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the District's authorized representative.

20. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
21. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
22. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
23. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
24. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

To District:
 West Bay Sanitary District
 Sergio Ramirez
 500 Laurel Street
 Menlo Park, Ca 94025
sramirez@westbaysanitary.org
 (650) 321-0384

To CONSULTANT:
 V.W. Housen & Associates
 Vivian Housen, P.E.
 1777 N. California Blvd. Suite 200
 Walnut Creek, CA 94596
vhousen@housenassociates.com
 (925) 518-3487

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

25. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

26. ACKNOWLEDGMENT

By their signatures below, the Parties acknowledge that they have each read and understand the terms of this Agreement, and are authorized to execute this Agreement to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

V.W. HOUSEN & ASSOCIATES

By: _____
Sergio Ramirez, General Manager

By: _____
Vivian Housen, Principal

Date: _____

Date: _____

APPROVED AS TO FORM

Date: _____
Anthony Condotti, General Counsel

EXHIBIT
“A”
SCOPE
OF
WORK

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 12**

To: Board of Directors

From: Fariborz Heydari, P.E., Project Manager

Subject: Consider Authorizing General Manager to enter into an Agreement with V.W. Housen & Associates for Engineering Design Services for the Illinois Forcemain Replacement Project

Background

The 2023 Master Plan identified three force main segments that, based on pipeline age and repair history, are in need of replacement. These force mains are downstream of Willow Pump Station (1980), University Pump Station (1985), and Illinois Pump Station (1985). These 3 forcemains are in the 10-year CIP list for replacement in the next 3 years.

The District has requested engineering, surveying, and design services from V.W. Housen & Associates for the Illinois Forcemain Replacement project. This project will install a parallel forcemain from the Illinois Pump Station to the connection to the gravity system at University Avenue and Kavanaugh Drive. The new pipe will be approximately 2,100 feet in length. Valving will be provided to allow the District to retain the use of the existing 6-inch forcemain in the same alignment.

Analysis

V.W. Housen & Associates was selected because of their familiarity with the Master Plan and their knowledge of the force mains. In addition, contracting with V.W. Housen & Associates will give the District depth in the number of engineering firms that work for the District.

The Proposed Tasks for the Agreement include:

- Task 1 - Project Management
 - Task 2 - Review of Existing Information
 - Task 3 - Topographic Survey
 - Task 4 – Utility Research
 - Task 5 – Geotechnical Investigation
 - Task 6 – Preparation of Design Documents
 - Task 7 – Provide Bid Services, Addenda Preparation, and Conformed Drawings
-

Fiscal Impact

The Capital Asset Fund for Fiscal Year 2024-2025 for engineering design services is budgeted for \$700,000. The total design services for this project is \$163,850. The total appropriation is \$180,000 (rounded) which included approximately 10% contingency.

Recommendation

The Project Manager recommends that the District Board authorize the General Manager to enter into an agreement with V.W. Housen & Associates for engineering design services for the Illinois Forcemain Replacement Project and approve up to 10 percent contingency for additional work on an as-needed basis.

Attachments:

V.W. Housen & Associates Proposal dated May 17, 2024
Agreement



May 17, 2024

Fariborz Heydari
Project Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025

Subject: Proposal for Illinois Forcemain Replacement Project

Dear Mr. Heydari,

Thank you for the opportunity to provide this Proposal for the West Bay Sanitary District Illinois Forcemain Replacement Project. This project will install a parallel forcemain from the Illinois Pump Station to the connection to the gravity system at University Avenue and Kavanaugh Drive. The new pipe will be approximately 2,100 feet in length. Valving will be provided to allow the District to retain the use of the existing 6-inch forcemain in the same alignment.

We propose to provide biddable plans and specifications and also to assist the District during the bid period for a cost of \$163,850. This work includes a topographic survey and geotechnical investigation to support new construction.

Please feel free to contact me at (925) 518-3487 or vhusen@housenassociates.com if you have questions or would like to discuss our proposal further.

Sincerely,

V. W. Housen & Associates

Vivian Housen, P.E.
Principal

**West Bay Sanitary District
Illinois Forcemain Replacement Project**

Proposal for Design Services

This Proposal describes services required to prepare bid-ready documents for the Illinois Forcemain Repair project. The Illinois forcemain consists of approximately 2,100 lineal feet of shallow 6-inch Class 50 ductile iron pipe that conveys flow from the Illinois pump station to manhole B10023 on University Avenue at Kavanaugh Drive. In order to minimize impacts to Illinois pump station operations, this project installs a new parallel forcemain and a new valve vault at the Illinois pump station that will allow the District to retain the existing 6-inch forcemain for redundancy. This scope does not include the assessment or rehabilitation of the existing 6-inch forcemain.

DESIGN PERIOD SCOPE OF WORK

This project develops biddable plans and specifications for construction of a new 2,100 lineal foot 6-inch diameter ductile iron forcemain, a new valve vault at the Illinois pump station, and a new connection to or near manhole B10023. If other materials are feasible in light of existing depth requirements, they will be considered. This project will utilize the District's existing Division 0 (Legal Requirements) and Division 1 (General Requirements). V.W. Housen & Associates will prepare Division 2 specifications (Technical Requirements).

Task 1 – Project Management

V. W. Housen & Associates (VWHA) will provide project monitoring and administration, lead the project kickoff meeting, manage subconsultants, develop a baseline schedule, prepare progress reports and project invoices, and conduct quality assurance/quality control (QA/QC) activities.

Deliverables: Project schedules; meeting agendas and minutes; invoices.

Task 2 – Review of Existing Information

V. W. Housen & Associates (VWHA) will review available as-built drawings for the existing forcemain, including connection details at the Illinois pump station and Manhole B10023. VWHA will conduct one half-day visit to the project site. District staff assistance will be requested to pull manhole/vault/wetwell covers for inspection, if required. This task includes one zoom call with District staff to review results and concur on the project approach.

Task 3 – Topographic Survey

VWHA will utilize O'Dell Engineering to prepare an aerial survey for the alignment from Purdue Avenue @ Illinois Street to University Avenue @ Kavanaugh Drive. The survey will include approximately 2,100 lineal feet of roadway. Traffic control will be required on

University Avenue. The topographic survey will extend from back-of-sidewalk to back-of-sidewalk and will include pavement, curb, gutters, roadway markings, monuments, benchmarks, and utility boxes located within the roadway or sidewalk. The survey will include any markings on existing utility boxes, and will locate overhead and underground utilities. The survey will include all manhole and catch basin rim and invert elevations, and invert depths for all incoming and outgoing pipes and direction of flow.

Task 4 – Utility Research

VWHA will conduct utility research, including obtaining as-built drawings from local utility agencies, to identify and locate existing underground and above-ground utilities on Purdue Avenue, Illinois Street, Notre Dame Avenue, and University Avenue. Existing utilities will be shown on the plan and profile drawings. This task includes a placeholder for two potholes on University Avenue to confirm the depth of closely conflicting utilities.

Task 5 – Geotechnical Investigation

VWHA will utilize Delve Engineering to obtain a geotechnical report for the project. Up to two test borings will be completed up to 20-feet in depth within the project area. Lab analyses on the samples will be conducted for in-situ moisture, dry density, Atterberg limits, expansive index, proctor tests, and corrosivity. The report will include results of the investigation, recommendations for backfill and bedding, and borrow material requirements to be included with the construction documents.

Task 6 – Preparation of Design Documents

VWHA will prepare detailed plans at the 60%, 90% and final completion levels, and project specifications with an engineer's estimate of construction cost at 90% and final completion. In Two review meetings will be held with the District at the 60%, and 90% submittal milestones. Plans and profiles will be drawn to 1" = 40' horizontal and 1" = 4' vertical scale at full size. Review sets and the final bid set will be provided as 11" X 17" half size drawings. Electronic copies in pdf format of plans and specs will be provided at the 60% and 90% review stages, and for bid.

This task assumes that the District's Division 0 (Legal Requirements) and Division 1 (General Requirements) will be included with minimal modifications by VWHA. VWHA will prepare Division 2 specifications (Technical Requirements). If the District requests specific construction details for use in the bid documents, this task assumes that the District will provide these details in AutoCAD format.

Deliverables: Construction plans at the 60%, 90% and final completion levels; project specifications and estimates of construction cost at 90% and final completion; meeting agendas

and minutes. Final biddable plans and specifications will be provided in pdf format for reproduction/distribution by the District.

Task 7 – Provide Bid Services, Addenda Preparation, and Conformed Drawings

VWHA will assist the District as needed during the bid process. Tasks include responding to questions from potential bidders, preparation of addenda, and assistance with bid evaluation. VWHA will prepare a pre-bid conference meeting agenda and lead the pre-bid meeting. VWHA will develop conformed construction documents prior to construction. Five hard copies and one electronic copy of specifications and conformed drawings will be provided in advance of construction.

Deliverables: Preconstruction meeting agenda and minutes; up to 2 addenda; conformed specifications and drawings.

DESIGN PERIOD BUDGET AND SCHEDULE

VWHA will complete the described work for an amount not to exceed \$163,850.00, as shown in Table 1 on the following page. Sixty percent design documents will be completed within 3 months from the Notice to Proceed (“NTP”). Ninety percent design documents will be completed within 6 weeks after receiving comments on the 60% design documents. Bid documents will be completed within 1 month following receipt of comments on the 90% review drawings.

CONSTRUCTION PERIOD SERVICES

Construction period services and the preparation of as-built drawings (Engineering Services During Construction) will be provided through a separate proposal, as requested by the District.

Table 1

West Bay Sanitary District
Illinois Forcemain Replacement Project

Fee Estimate

WBSD Illinois Forcemain Replacement Project TASK DESCRIPTION	VWHA (HOURS)					VWHA Cost	Sub Cost	Other Direct Costs	Total Cost
	Principal	Senior PM	Project Engineer	CAD Drafter	VWHA Hours				
Hourly Rate (2024)	\$290	\$242	\$184	\$203					
1. Project Management and QA/QC									
a. Project Management and QA/QC	16	4	4		24	\$ 6,344			\$ 6,344
Task 1 - Project Management	16	4	4		24	\$ 6,344			\$ 6,344
2. Review of Existing Information									
a. Review of Existing Information	4	4	4		12	\$ 2,864			\$ 2,864
b. Field investigations		6	6		12	\$ 2,556			\$ 2,556
Task 2 - Review Existing Information	4	10	10		24	\$ 5,420			\$ 5,420
3. Topographic Survey									
a. Topographic Survey		6	6		12	\$ 2,556	\$ 46,000	\$ 250	\$ 48,806
Task 3 - Topographic Survey		6	6		12	\$ 2,556	\$ 46,000	\$ 250	\$ 48,806
4. Utility Research									
a. Utility Research	4	8	20		32	\$ 6,776			\$ 6,776
Task 4 - Utility Research	4	8	20		32	\$ 6,776			\$ 6,776
5. Geotechnical Investigation									
a. Geotechnical Investigation		4	8		12	\$ 2,440	\$ 25,000	\$ 100	\$ 27,540
Task 5 - Geotechnical Investigation		4	8		12	\$ 2,440	\$ 25,000	\$ 100	\$ 27,540
6. Prepare Design Documents									
a. Plan and Profile (60%, 90%, Bid-Ready)	8	40	60	110	218	\$ 45,370			\$ 45,370
b. Specifications (90%, Bid-Ready)	8	24	24		56	\$ 12,544			\$ 12,544
c. Cost Estimate (90%, Bid-Ready)	4	6	6		16	\$ 3,716			\$ 3,716
Task 6 - Prepare Design Documents	20	70	90	110	290	\$ 61,630			\$ 61,630
7. Bid Period Services									
a. Preconstruction Meeting, Addenda	2	4	6	4	16	\$ 3,464			\$ 3,464
b. Conformed Drawings	2	4	6	6	18	\$ 3,870			\$ 3,870
Task 7 - Bid-Period Services	4	8	12	10	34	\$ 7,334			\$ 7,334
Total Design Period Services	48	110	150	120	428	\$ 92,500	\$ 71,000	\$ 350	\$ 163,850

Notes:

1. Other Direct Costs include mileage and reproduction expenses.
2. Labor billing rates shown are for 2024 for individuals anticipated to work on the project. Actual billing rates for individuals who work on the project will be used. The overall fee shall not be exceeded.

**AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN WEST BAY
SANITARY DISTRICT AND
V.W. HOUSEN & ASSOCIATES**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 12th day of June, 2024, by and between West Bay Sanitary District, hereinafter referred to as “District”, and V.W. Housen & Associates, hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain professional services as more particularly described in “WEST BAY SANITARY DISTRICT ILLINOIS FORCEMAIN REPLACEMENT SCOPE FOR DESIGN AND MANAGEMENT SERVICES V.W. HOUSEN & ASSOCIATES” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

WHEREAS, Consultant has available, and offers to provide, personnel and facilities necessary to accomplish the work contemplated in the Proposal as may be requested by the District;

NOW, THEREFORE, the District and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Consultant will provide engineering design for the Illinois Forcemain Replacement Project in East Palo Alto, San Mateo County.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the **Scope of Work**, attached hereto as **Exhibit A**.

Consultant shall not undertake any work beyond the scope of services as set forth in Exhibit A. No changes in the scope of services shall be made without the District's prior written approval.

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either June 12, 2025 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the District.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of June 12, 2025 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$180,000.00 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt.

IV. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that all work performed by Consultant or under Consultant's direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of District within the job site which is not under the Consultant's control.

V. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage,

judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant's officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant's duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant's officers, employees, agents, or subcontractors, Consultant's costs to defend Indemnitees shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

VI. INSURANCE

Prior to the beginning and throughout the duration of the Agreement, as may be extended by written amendment, Consultant will maintain and comply with the insurance requirements below with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII. Consultant will insure the District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

Certificate Requirements:

The District will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet or exceed the requirements below,
- The Certificate Holder will be West Bay Sanitary District, 500 Laurel Street, Menlo Park, CA 94025,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the District, its directors, officers, , and employees as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the District, unless a longer duration is required.

Required Coverage:

A. Commercial General Liability (CGL) insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. Automobile Liability insurance of \$1,000,000 per accident covering

automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

C. Worker's Compensation insurance and Occupational Disease insurance, with statutory limits as required by law, and Employer's Liability insurance, of \$1,000,000 per accident for bodily injury or disease covering all workplaces involved in this Agreement. Consultant shall provide an endorsement with a **waiver of subrogation** in the District's favor for all services performed by Consultant and its employees relating to payment of any loss, including attorney's fees.

D. The Commercial General Liability and Automobile Liability Insurance policies shall be endorsed to name the District, its directors, officers, employees, and agents as additional insureds with respect to liability arising out of services or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such services or operations. Consultant's insurance coverage is primary insurance and any insurance maintained by the District shall not contribute with it.

E. Errors and Omissions: Consultant shall also provide Professional Liability Insurance appropriate to Consultant's profession with limits of liability in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Consultant shall maintain, and provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services under this Agreement.

F. Consultant shall require and verify that all of Consultant's subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and agents are additional insureds on the CGL and Automobile liability insurance policies required from subcontractors.

G. Consultant shall provide the District with Certificates of Insurance and endorsements, on forms acceptable to District, or other evidence of insurance acceptable to District, prior to commencement of any services under this Agreement. Each insurance policy required above shall provide that there will be no cancellation of coverage by the carrier without prior written notice to District.

H. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

I. Any excess/liability policies must provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must follow form the terms,

conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

J. The Excess policy must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

VII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The District or Consultant may terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 15 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The District's only obligation to the Consultant will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the District up to and including the effective date of termination, less any amounts withheld. All finished or unfinished work, materials, supplies, goods, or documents procured or produced under the Agreement will become property of the District upon the termination date. In the event of Consultant's failure to perform, District reserves the right to obtain services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the District. After the effective date of termination, Consultant will have no further claims against the District under the Agreement including, but not limited to, claims for anticipated profit related to unperformed services. Termination of the Agreement pursuant to this paragraph may not relieve the Consultant of any liability to District for damages sustained by the District because of any breach of the Agreement by Consultant, and District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

VIII. SUBCONTRACTS

Except as provided in the Proposal, and otherwise with prior written approval of the District, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on insurance required from subcontractors.

IX. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws and regulations.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees, agents, representatives, and subcontractors, covenants that it presently has no direct or indirect interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.
3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.
4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project for examination and audit by the District, local, state, or federal government, as applicable. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of five years from the date of the final District payment for Consultant's services. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
5. California Public Records Act. District is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to District, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information "Confidential and Proprietary," and

identify the specific lines containing the information. In the event of a request for such information, District will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Mateo County before the District is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the District is required to respond to the CPRA request, District may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold District harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by District of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

6. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant's employees, agents, subcontractors or others under Consultant's supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District, its officials, officers, employees, and agents against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant's supervision or control was misclassified.
7. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
8. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
9. Subcontractors. Consultant shall obtain prior approval of the District prior to subcontracting of any work pursuant to this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the District, its directors, officers, employees, and agents as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the District in writing.
10. Prevailing Wage. To the extent that the work or services to be performed under this Agreement may be considered a "public work" pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any sub consultant performing the work or

services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any sub consultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 et seq. and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

Consultant agrees to be bound by the prevailing wage requirements to the extent applicable to the scope of work and services under this Agreement, including, but not limited to, the following:

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
- c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
- d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

Any failure of Consultant and/or its sub consultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the District's performance of this Agreement at the District's sole and absolute option, and shall be at the sole risk of Consultant. Consultant on behalf of itself, any sub consultant, agree to indemnify, defend and hold harmless the District and its directors, officers, and employees from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any sub consultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

11. Registration with DIR. Consultant acknowledges that it and/ any sub consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or sub consultant's current registration to perform public work. Labor Code section 1771.1(b).
12. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
13. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, existing or future, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. . Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on the District's sole discretion.
14. Intellectual Property and Indemnity. Consultant represents to District that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold

harmless District, its directors, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the District's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the District the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, District will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. District shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

15. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
16. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
17. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the District.
18. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
19. Amendments. This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the District and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the District's authorized representative.

20. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
21. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
22. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
23. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
24. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

To District:
 West Bay Sanitary District
 Sergio Ramirez
 500 Laurel Street
 Menlo Park, Ca 94025
sramirez@westbaysanitary.org
 (650) 321-0384

To CONSULTANT:
 V.W. Housen & Associates
 Vivian Housen, P.E.
 1777 N. California Blvd. Suite 200
 Walnut Creek, CA 94596
vhousen@housenassociates.com
 (925) 518-3487

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

25. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

26. ACKNOWLEDGMENT

By their signatures below, the Parties acknowledge that they have each read and understand the terms of this Agreement, and are authorized to execute this Agreement to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

V.W. HOUSEN & ASSOCIATES

By: _____
Sergio Ramirez, General Manager

By: _____
Vivian Hausen, Principal

Date: _____

Date: _____

APPROVED AS TO FORM

Date: _____
Anthony Condotti, General Counsel

EXHIBIT
“A”
SCOPE
OF
WORK



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 13**

To: Board of Directors

From: Robert Scheidt, Assistant Operations Superintendent

Subject: Consider Replacing the 2015 Ford Transit Connect with a 2024 Ford E-Transit Van

Background

The District purchased the existing Ford Transit Connect in January of 2015 which is used by one of the Source Control Inspectors. The vehicle is now 9 years old and is due for replacement in the next fiscal year. The District has budgeted to replace existing gas vehicles with electric vehicles whenever practical.

Analysis

The Board approved \$80,000 in the FY 23/24 budget to purchase electric vehicles. Because a large purchase, such as the CCTV unit, is required in FY24/25 it would be prudent to purchase the Ford E-Transit within the existing budget so that next year's fiscal budget is less impacted. The District purchases its vehicles through the State Bid process, Cooperative Bid process, or in some cases retail. Staff received three quotes for the 2024 Ford E-Transit Van. The cooperative price through the National Auto Fleet Group was \$58,950.94. The State Bid price through Watsonville Fleet Group was \$55,444.85. The District has taken advantage of a cooperative bid process and the State Bid pricing on numerous occasions and almost always the prices are more favorable. Per the Board's direction staff requested a price directly from a local dealer. Towne Ford Commercial and Fleet Sales submitted a quote in the amount of \$53,078.94 with a savings of approximately \$2,365.91 (see attached quote).

Fiscal Impact

Fiscal impact is \$53,078.94 plus \$7,000 for accessories such as lighting, radio, traffic control apperatrice for the vehicle to the Capital Asset Fund. Funds proposed to be used in FY23/24 out of the Equipment Replacement Fund and are not to exceed a total of \$60,078.94

Recommendation

The General Manager recommends the Board approve the purchase of a 2024 Ford E-Transit Van out of the Capital Asset Expenditures Budget FY23/24.

Attachments: NAFG Quote, WFG Quote, Towne Ford Commercial Quote



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

3/21/2024

Quote ID: 28242

Order Cut Off Date: TBA

Mr Robert Scheidt
West Bay Sanitary District
500 Laurel St.
Menlo Park, California, 94025

Dear Robert Scheidt,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2023 Ford E-Transit Cargo Van (W9C) T-350 130" Med Rf 9500 GVWR RWD, In Stock Vin # PKB58381) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$54,890.00	\$53,890.00	1.822 %	\$1,000.00
In Stock Vin # PKB58381				
Tax (9.3750 %)		\$5,052.19		
Tire fee		\$8.75		
Total		\$58,950.94		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99K	Engine: Electric Motor, (STD)
TRANSMISSION	
Code	Description
44A	Transmission: Single-Speed, (STD)
WHEELS	
Code	Description
64H	Wheels: 16" Steel w/Full Silver Cover, (STD)
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats
SEATING ARRANGEMENT	
Code	Description
21G	Dark Palazzo Gray Vinyl Bucket Seats, (STD)
OPTION PACKAGE	
Code	Description
101A	Order Code 101A
ADDITIONAL EQUIPMENT	
Code	Description
41J	Intelligent Access w/Push-Button Start
17P	6 Cargo Tie-Down Hooks
66D	Front Overhead Shelf
87A	12V Powerpoint, -inc: Located in the rear of the vehicle
90E	120V/2.4kW Pro Power Onboard, -inc: Pro power onboard allows the vehicle to be used as a power source for tools to be plugged in to, Intelligent Access w/Push-Button Start, 12V Powerpoint, Located in the rear of the vehicle
43B	Back Up Alarm, -inc: 102 dB(A) warning capability

2023 Fleet/Non-Retail Ford E-Transit Cargo Van T-350 130" Med Rf 9500 GVWR RWD

WINDOW STICKER

2023 Ford E-Transit Cargo Van T-350 130" Med Rf 9500 GVWR RWD		
CODE	MODEL	MSRP
W9C	2023 Ford E-Transit Cargo Van T-350 130" Med Rf 9500 GVWR RWD	\$51,495.00
OPTIONS		
99K	Engine: Electric Motor, (STD)	\$0.00
44A	Transmission: Single-Speed, (STD)	\$0.00
64H	Wheels: 16" Steel w/Full Silver Cover, (STD)	\$0.00
YZ	Oxford White	\$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	\$0.00
21G	Dark Palazzo Gray Vinyl Bucket Seats, (STD)	\$0.00
101A	Order Code 101A	\$0.00
41J	Intelligent Access w/Push-Button Start	INC
17P	6 Cargo Tie-Down Hooks	\$25.00
66D	Front Overhead Shelf	\$70.00
87A	12V Powerpoint, -inc: Located in the rear of the vehicle	INC
90E	120V/2.4kW Pro Power Onboard, -inc: Pro power onboard allows the vehicle to be used as a power source for tools to be plugged in to, Intelligent Access w/Push-Button Start, 12V Powerpoint, Located in the rear of the vehicle	\$1,265.00
43B	Back Up Alarm, -inc: 102 dB(A) warning capability	\$140.00
Please note selected options override standard equipment		
SUBTOTAL		\$52,995.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,895.00
TOTAL PRICE		\$54,890.00
Est City: 26 MPG Est Highway: 29 MPG Est Highway Cruising Range: 382.80 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: Electric Motor (STD) With 68kWH standard range high-voltage battery.
Transmission: Single-Speed (STD)

EXTERIOR

Wheels: 16" Steel w/Full Silver Cover (STD)

INTERIOR

Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest only (STD)
--

ADDITIONAL EQUIPMENT

Zero Evaporated Emissions System
Rear-Wheel Drive
Electric Axle
70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
3650# Maximum Payload
GVWR: 9,500 lbs
Front And Rear Anti-Rolls
Electric Power-Assist Steering
Strut Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion (li-Ion) Traction Battery w/10.5 kW Onboard Charger, 12 Hrs Charge Time @ 220/240V and 68 kWh Capacity
Tires: 235/65R16C 121/119 R AS BSW
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper
Black Rear Bumper w/1 Tow Hook
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Side Mirrors w/Convex Spotter
Short-Arm Manual-Folding Power Adjust Mirrors
Light Tinted Glass
Rain Detecting Variable Intermittent Wipers
Fully Galvanized Steel Panels
Colored Grille w/Chrome Surround
Front License Plate Bracket
Sliding Rear Passenger Side Door
Split Swing-Out Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Reflector Halogen Auto High-Beam Headlamps w/Delay-Off
Headlights-Automatic Highbeams
Laminated Glass
AM/FM Stereo w/Seek-Scan, Clock and Steering Wheel Controls
Radio: AM/FM Stereo w/SYNC 4 -inc: 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected

navigation w/3 years of service available through Ford Pro Intelligence, 4 speakers (front), Ford commercial solutions energy management and vehicle insight tools (access to the Ford charge network, public charging account setup and management, driver public charging tools, home charging reimbursement, Ford E-Telematics dashboard and connected navigation) included for commercial and business customers complimentary for 1 year
Streaming Audio
Fixed Antenna
Bluetooth Wireless Phone Connectivity
1 LCD Monitor In The Front
Bucket Front Seats
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Traction Battery Level, Power/Regen and Trip Odometer
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Electronic Air Temperature Control
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert
Front Cloth Headliner
Piano Black/Metal-Look Gear Shifter Material
Vinyl Front Bucket Seats
Partial Floor Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Front Only Vinyl/Rubber Floor Covering
Cargo Space Lights
Driver Alert
Pre-Collision Assist w/Automatic Emergency Braking
Instrument Panel Bin, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Power Door Locks w/Autolock Feature
Driver Information Center
Analog Appearance
Manual Adjustable Front Head Restraints
Driver And Front Passenger Armrests
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
911 Assist Emergency Sps
Lane-Keeping System Lane Departure Warning
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
High Resolution Digital Camera Back-Up Camera

WATSONVILLE Fleet Group

Quoted: 4/1/24

Quote No.
Reference No.

Agency: West Bay Sanitary District

Contact: Robert Scheidt

Address: 500 Laurel Street

Address: Menlo Park, CA. 94025

Phone: 650.321.0396

Email: bscheidt@westbaysanitary.org

Watsonville Fleet Group is pleased to submit the following quotation for your consideration. Available under the State of California Contract 1-22-23-20G.

Line	Item	Option #	Description	Unit Price	Extended
1	38	W1Y	2024 Ford e-Transit T350 Cargo Van 130" Wheelbase Low Roof	\$ 47,933.01	\$ 47,933.01
1		43B	Back up alarm	\$ 150.00	\$ 150.00
1		60D	Adaptive Cruise Control	\$ 625.00	\$ 625.00
1		65A	Blind Spot System	\$ 795.00	\$ 795.00
1		58B	Sync 4 w/12" display (goes w/65A)	\$ 930.00	\$ 930.00
					\$ -
					\$ -
				\$ 50,433.01	\$ 50,433.01
			Sales Tax 9.375 %	\$ 4,728.09	\$ 4,728.09
			Tire Fee	\$ 8.75	\$ 8.75
			DMV Fees (approx)	\$ -	\$ -
			Delivery (non taxable)	\$ 275.00	\$ 275.00
			TOTAL PURCHASE ORDER AMOUNT	\$ 55,444.85	\$ 55,444.85

Terms: Net 20 Days

Quoted by: *Yesenia Covarrubias*

Yesenia Covarrubias, Fleet Manager (626) 457-5590 1601 W. Main St. Alhambra, CA. 91801

Description	Line Item Number(s)	Price
2023 Ford e-Transit T-350 Cargo Van 130" Wheelbase Low Roof e-Cargo Van - Model W1Y	38	\$44,995.00

Standard Equipment:

(YZ) Exterior Color: White	Standard	✓
(VK/21G) Vinyl Interior – Palazzo Gray	Standard	✓
(99K) Engine: Electric Motor	Standard	✓
(44A) Transmission: Single-Speed	Standard	✓
(101A) Prep Package	Standard	✓
Tires: (TC8) 235/65R16C AS BSW	Standard	✓
(XES) Electric Axle	Standard	✓
(20C) GVWR: 9,500 LBS	Standard	✓
Power Equipment Group	Standard	✓
Rear Camera	Standard	✓

Optional Factory Equipment:

96C	Interior Upgrade Package	\$1,463.00	✓
56J	Fixed Shelving -- Both sides -- 130WB LR	\$1,579.00	
66F	Fixed Shelving – Passenger side only – 130WB LR	\$666.00	
66E	Fixed Shelving – Driver side only – 130WB LR	\$919.00	
47T	Bulkhead with Lockable Door (High Roof)	\$1,425.00	
61D	360-Degree Camera with Split-View	\$721.00	
43S	Reverse Brake Assist Package	\$996.00	
90E	Pro Power Onboard - 120V/2.4 kW	\$1,392.00	
94A	Side Sensing	\$490.00	
91A	High Intensity Discharge (HID) Headlamps w LED	\$468.00	
68H	Running Boards	\$320.00	
96D	Load Area Protection - RWB	\$407.00	
92E	Privacy Glass	\$127.00	
17A	Fixed rear-door glass incl. Rear-Window Defrost	\$260.00	
17B	Fixed passenger-side door and rear glass	\$435.00	
17F	Windows-All-Around	\$638.00	
16E	Vinyl Floor Covering - Front and Rear	\$245.00	
76C	Orange Seat Belts	\$50.00	
43B	Back Up Alarm	\$154.00	✓
43R	Reverse Sensing System	\$303.00	
63E	Dual AGM Batteries	\$303.00	
60C	Cruise Control with ASLD	\$330.00	
60D	Adaptive Cruise Control	\$611.00	✓
65A	Blind Spot System	\$814.00	✓
58B	SYNC 4 w/12 inch display (goes with 65A)	\$932.00	✓

Revised 7/27/2022

85C	Vinyl Sunvisors with Illuminated Vanity Mirror	\$77.00	
647	16 inch Silver Aluminum Alloy Wheel	\$407.00	
59D	Perimeter Anti-Theft Alarm	\$160.00	✓
86W	All-Weather Floor Mats	\$121.00	
55D	Front Fog Lamps	\$110.00	
86F	2 Additional Keys w/ FOBs power	\$77.00	
18P	50/50 Hinged Rear Door, 253-degree Opening	\$77.00	
942	Daytime Running Lamps	\$50.00	
91B	Wiper Activated Headlamps	\$33.00	
17P	Cargo Tie-Down Hooks	\$28.00	
85D	Horn – Dual-note	\$22.00	
87A	Powerpoint - 12V rear	\$17.00	
-	Deliver to Customer Location (Contact Dealer)	Contact Dealer	

FACTORY EXTENDED WARRANTY – Commercial Powertrain – 0 Deductible

5 Years / 100,000 Miles	Contact Dealer	
6 Years / 100,000 Miles	Contact Dealer	
7 Years / 100,000 Miles	Contact Dealer	

TOTAL	\$	
--------------	-----------	--

Watsonville Fleet Group • 1601 W. Main Ave. Alhambra, CA. 91801 (626) 457-5590

Yesenia Covarrubias yesenia@watsonvillefleetgroup.com
Joshua Jerome joshua@watsonvillefleetgroup.com
Vivian Flores vivian@watsonvillefleetgroup.com

Please mark desired options and email back to vivian@watsonvillefleetgroup.com for a completed quote.

Revised 7/27/2022



Towne Ford Commercial and Fleet Sales

643 Bair Island Road, Suite 300, Redwood City, CA 94063
 www.towneford.com
 650-366-5749

BUYER		CO-BUYER		Deal #:	104065
WEST BAY SANITARY DISTRICT 500 LAUREL STREET MENLO PARK, CA 94025				Deal Type:	Retail
Work #:				Deal Date:	04/18/2024
Email:				Print Time:	06:19pm
Salesperson: JORGE IBARRA-BRAVO					
VEHICLE					
New	<input checked="" type="checkbox"/>	Stock #:	Description:	VIN:	Mileage:
Used	<input type="checkbox"/>	PKB79839	2023 E-TRANSIT LOW ROOF 130WB	1FTBW1YK6PKB79839	
Demo	<input type="checkbox"/>				
TRADE					
AFTERMARKETS					
				Sale Price:	\$ 53,165.00
				Total Financed Aftermarkets:	\$ 0.00
				Total Trade Allowance:	\$ 0.00
				Trade Difference:	\$ 53,165.00
				Doc Fee:	\$ 85.00
				State & Local Taxes:	\$ 4,992.19
				Total License and Fees:	\$ 41.75
				Total Cash Price:	\$ 58,283.94
				Total Trade Payoff:	\$ 0.00
Total Aftermarkets:				Delivered Price:	\$ 58,283.94
				Cash Down Payment + Deposit:	\$ 0.00
				Total Rebates:	\$ 7,500.00
				Sub Total:	\$ 50,783.94
				Service Agreement:	\$ 2,295.00
				Maintenance Agreement:	\$ 0.00
				GAP Insurance:	\$ 0.00
				Credit Life, Accident & Health:	\$ 0.00
				Other:	\$ 0.00
Amount Financed:				Amount Financed:	\$ 53,078.94

KAN-003052 CA 5-NORCAL, RB, 003052, P3J182 18713 120230925 6835 CERTIFICATE TSD PAMPBUDPQWPKB79839 NB



TRANSIT
 2023 350 LR CARGO RWD BEV
 130I WHEELBASE
 ELECTRIC MOTOR
 1-SPEED TRANSMISSION

PK B79839
 EXTERIOR
 OXFORD WHITE
 INTERIOR
 DARK PALAZZO GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- BODY SIDE MOLDINGS - BLACK
 - BUMPERS - CARBON BLACK
 - FULL SIZE SPARE TIRE/WHEEL
 - GRILLE - THREE BAR W/
 - CHROME SURROUND
 - WIPERS - RAIN-SENSING

- INTERIOR**
- METER CLUSTER
 - ASSIST HANDLE - B-PILLAR
 - ASSIST HANDLES - A-PILLAR
 - CENTER CONSOLE
 - INTERIOR LIGHTING - LED
 - POWER WINDOWS (FRONT)
 - ROTARY GEAR SHIFT DIAL
 - STEERING - TELESCOPIC

- FUNCTIONAL**
- 12V DC POWER-OUTLET HEADLAMP
 - ELECTRONIC PWR ASST STEER
 - FORWARD COLLISION WARNING
 - HILL START ASSIST
 - LANE-KEEPING SYSTEM
 - PRE-COLLISION BRAKING
 - REAR VIEW CAMERA
 - W/ TRAILER HITCH ASSIST
 - SIDE-WIND STABILIZATION
 - SYNC4 WIREL & 12" SCREEN

- SAFETY/SECURITY**
- ADVANCED TRAC CONTROL
 - AIRBAGS & FRONT, SIDE AND SAFETY CANOPY SYSTEM
 - BRAKES - ANTI-LOCK DISC/WABS
 - SECURLOCK ANTI-THEFT SYSTEM
 - THE PRESSURE MOUNT SYS

- WARRANTY**
- 3-YR/50,000 Bumper-to-Bumper
 - 5-YR/100,000 Powertrain
 - 3-YR/50,000 Mile Powertrain
 - 3-YR/100,000 Mile Battery

INCLUDED ON THIS VEHICLE (MSRP)

OPTIONAL EQUIPMENT/OTHER PREFERRED EQUIPMENT PKG.101A

ELECTRIC MOTOR
 1-SPEED TRANSMISSION
 REAR COMPARTMENT LIGHTING
 FRONT LICENSE PLATE BRACKET
 5500R GVWR PACKAGE
 80 STATE EMISSIONS
 ELEC AIR TEMP CONTROL
 SYNC 4 A/M/FM BLUETOOTH
 CRUISE CONTROL
 HIGH RES REAR VIEW CAMERA
 3ND - STEEL W/ SILVER COVER
 2 ADDITIONAL KEYS

NO CHARGE
 NO CHARGE
 70.00
 NO CHARGE
 NO CHARGE
 NO CHARGE
 NO CHARGE
 300.00
 NO CHARGE
 70.00

PRICE INFORMATION (MSRP)

BASE PRICE \$49,995.00
 TOTAL OPTIONS/OTHER 1,275.00
 TOTAL VEHICLE & OPTIONS/OTHER 51,270.00
 DESTINATION & DELIVERY 1,995.00

MSRP	MSRP
CI.84	CONVOY
75-7941 ORT 2	
PJ182 N RB 4X 365 003052 09 18 23	
TOTAL MSRP \$53,165.00	

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

California Air Resources Board

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOE light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)
 A+ D

Smog Rating (tailpipe only)
 A+ D

Does not include emissions from producing electricity.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated
 Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Not Rated
 Driver Passenger

Side Crash Not Rated
 Front seat Rear seat

Rollover Not Rated
 Based on the risk of rollover in a single-vehicle crash.

Start ratings range from 1 to 5 stars (*****), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

FordPass Connect

Download the FordPass™ app* and you can:

- Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi hotspot. New vehicles includes 3-month or 5GB data (whichever comes first) Wi-Fi hot. Connect to 4G LTE Wi-Fi-equipped devices.

*Optional equipment. See your dealer for details. ©2023 Ford Motor Company. All rights reserved. Ford, FordPass, and FordPass Connect are trademarks of Ford Motor Company.

FORD PROTECT™

Has on Ford Protect™ The only extended service plan that protects you and your vehicle at every Ford dealer or visit www.fordprotect.com.

Scan QR code to learn more. www.fordprotect.com

04/16/2024

1202309256835

Drive On with First-Class Service.

Ford Protect PremiumCARE EV coverage is 100% backed by Ford Motor Company.

- Service provided at Ford and Lincoln dealerships in the U.S., Canada and Mexico
- Ford-authorized parts used for covered repairs
- Factory-trained and certified technicians

Drive On with Valuable Benefits.

- Ford Protect PremiumCARE EV coverage is there when you need it with 24-hour Roadside Assistance, including tire change, lockout, out-of-fuel and battery jump-start assistance
- Towing Assistance (up to \$100 per occurrence)
- Emergency Travel Expense (up to \$1,000 within the first 5 days per occurrence)
- Destination Assistance (up to \$75)

Call 1-800-241-3673

Rental vehicle benefits.

- Standard coverage includes \$60 a day for up to 10 days for covered repairs

Drive On with Key Services.

Key Services is an optional benefit within your Ford Protect PremiumCARE EV coverage. The technology in today's keys/key fobs makes it expensive to replace.

- Your optional Ford Protect Key Services benefit will replace your key(s) and/or fob(s) if they are:
 - Misplaced
 - Damaged and will not work

Drive On with Personal Service.

Ford Protect Pickup and Delivery Option.

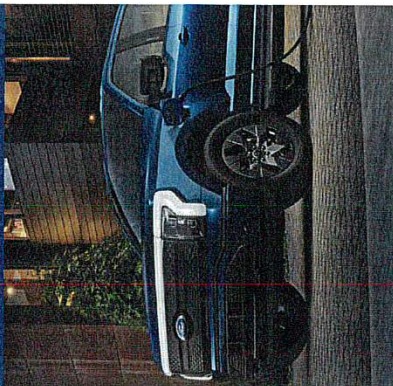
This option provides convenient personalized service, which includes a pickup and delivery of your vehicle at a dealership. Service includes:

- Pickup & delivery
- For loaner benefits, First-Day Rental Option must be included
- Mobile service option

FORD PROTECT™

PremiumCARE EV

EXTENDED SERVICE PLAN FOR ELECTRIC VEHICLES



1000+
COVERED
COMPONENTS



Drive On with Confidence.

With a Ford Protect PremiumCARE EV extended service plan, you are protected from unforeseen covered repairs on your vehicle for up to the earlier of 10 years or 150,000 miles.

That's well beyond the New Vehicle Limited Warranty that comes with your vehicle. Now is the time to get the most out of your investment with a Ford Protect PremiumCARE EV extended service plan.

Why Ford Protect PremiumCARE EV coverage is such a great value.

The price for parts and labor to repair many major components can be significant. One repair bill can easily exceed the price of your Ford Protect PremiumCARE EV coverage. It's clear that this coverage can quickly pay for itself!

Primary Electric Drive* \$4,086

Converter Assembly \$2,091



Battery Charger* \$1,112

Inverter SVS, Controller* \$1,897

Relax and Drive On.

Based on your driving needs, you can customize a Ford Protect PremiumCARE EV extended service plan that's right for you.

Plan Length or Miles Covered (Coverage ends at the earlier of years or mileage)	NEW PLAN TIME AND MILEAGE OPTIONS									
	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	11 Year	15 Year
36,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
46,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
60,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
75,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
85,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
100,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
125,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
150,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

■ Not offered

USED PLAN TIME AND MILEAGE OPTIONS	
Available Beyond the New Vehicle Limited Warranty	
Coverage lengths range from 1 year/10,000 miles to 6 years/75,000 miles for Model Year 2010 and newer vehicles.	

NOTE: BEV and Hybrid vehicle batteries come with an 8-year/100,000-mile warranty and are not eligible for coverage under any Ford Protect Plan.

For New Ford Protect Plans:

- Coverage begins with the original in-service date (New Vehicle Limited Warranty start date) and zero miles or hours. Your selected coverage expires upon reaching the earliest of time or mileage

For Used Ford Protect Plans:

- Vehicles within the New Vehicle Limited Warranty
 - Eligible Ford and Lincoln vehicles that have New Vehicle Limited Warranty remaining at the time of purchase – coverage begins at the signature date and current mileage. Coverage ends at the earlier of the number of months purchased or the number of miles remaining from the expiration of the New Vehicle Limited Warranty
- Vehicles outside the New Vehicle Limited Warranty
 - Coverage for Ford and Lincoln vehicles beyond the New Vehicle Limited Warranty begins at the signature date and current mileage. Your selected coverage expires upon reaching the earliest of time or mileage

0% APR Interest-free Installment Payment Plan:

- Flexible payment options are available when the extended service plan is not included in the vehicle purchase price. Financing is available for customers who qualify, making it the smart choice.



This brochure is intended to provide general information about a PremiumCARE EV extended service plan offered by Ford Protect. Prices and plan details may change after the brochure was printed. Plan details are subject to change without notice. For more information, refer to your plan's service contract for the actual terms and conditions, including a list of covered repairs.

In Florida, Ford Protect is a Service Contract from Ford Motor Service Company License #42722.

In Texas, Ford Protect is a Service Contract from Ford Motor Service Company License #507-163.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 14**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Discussion and Consider Authorizing the Board President to Submit Written Nominations to Elect San Mateo LAFCo Alternate Special District Member

Background

The San Mateo Local Agency Formation Commission is comprised of two county supervisor members appointed by the Board of Supervisors, two city council members appointed by the City Selection Committee (also known as the Council of Mayors), two special district members selected by the Special Districts Selection Committee (comprised of the presiding officers of the independent special districts), and one public member appointed by the six members of the Commission. Terms are four years ending on the first Monday in May and regular members serve until reappointed or their successor is appointed.

The nomination period for the Independent Special District Selection Committee (SDSC) members is now open for candidates to fill the independent special district alternate term.

LAFCo will accept written nominations on District letterhead, signed by the Board President, or board-appointed alternate. The letter must be received by LAFCo by 5:00 p.m. June 17, 2024.

Analysis

Once the nomination period is closed, the LAFCo Executive Officer will distribute a notice and mail ballots, requesting return of the ballot no later than 21 days from the date of the notice.

The District will be requested to return the attached "Authorization to transmit the LAFCo Special District Alternate Member Ballot by Electronic Mail" and provide LAFCo with the desired email address for distribution of the ballot.

The Board is requested to complete the following two steps:

1. Submit written nominations on District letterhead with the Board President signature or that of a board appointed alternate for alternate member nominations.
2. Complete and submit the "Authorization to transmit the LAFCo Special District Member Mail Ballot by Electronic Mail."

Fiscal Impact

None

Recommendation

The General Manager recommends the Board discuss and authorize the President to:

1. Submit written nominations for alternate members on District letterhead with the Board President signature.
2. Complete and submit the "Authorization to transmit the LAFCo Special District Alternate Member Mail Ballot by Electronic Mail."

Attachment:

- Call for Nominations Letter
- Authorization to Transmit Ballot by Electronic Mail
- LAFCo Factsheet 2024
- Independent Special District Roster



LOCAL AGENCY FORMATION COMMISSION

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

Please forward to Board President

May 17, 2024

To: Presiding Officers/Board Presidents
Independent Special Districts, San Mateo County

Subject: Call for Nominations: Special District Selection Committee Mail Ballot to Elect Alternate Special District Members on San Mateo LAFCo Pursuant to Government Code Section 56332

As you know, San Mateo LAFCo is comprised of two county supervisor members appointed by the Board of Supervisors, two city council members appointed by the City Selection Committee (also known as the Council of Mayors), two special district members selected by the Special Districts Selection Committee (comprised of the presiding officers of the independent special districts), and one public member appointed by the six members of the Commission. An alternate for each type of membership is also selected in the same manner as regular members. Terms are four years ending on the first Monday in May and members serve until reappointed or their successor is appointed. Government Code Section 56332 directs that the LAFCo Executive Officer shall call a meeting or provide for mail ballot to appoint independent special district members to LAFCo to fill vacancies or expiring terms.

The purpose of this letter is to open the nomination period for the Independent Special District Selection Committee (SDSC) to fill the independent special district **Alternate Member position expiring in May 2028**. This alternate member position is currently held by Chris Mickelsen of the Coastside County Water District and his current term ends in May 2024.

In this case, it has been determined that the nomination and election of the alternate special district members shall be held by mail in **two separate mail ballot processes**. For the nomination period, LAFCo will accept written nominations on your district's letterhead signed by your board president or board-appointed alternate for the alternate member position. No board action is necessary unless your board president is not able to participate.

Nominations for the alternate member may only be submitted in writing via mail, fax or e-mail and with the signature of the Special District President/Chair (or board-appointed alternate board member) and must be received by LAFCo **by 5:00 p.m. June 17, 2024**.

Once the nomination period is closed, the LAFCo Executive Officer will distribute a notice and mail ballots, requesting return of the ballot no later than 21 days from the date of the notice.

COMMISSIONERS: KATI MARTIN, CHAIR, SPECIAL DISTRICT ▪ RAY MUELLER, VICE CHAIR, COUNTY ▪ VIRGINIA CHANG-KIRALY, SPECIAL DISTRICT
▪ HARVEY RARBACK, CITY ▪ TYGARJAS BIGSTYCK, CITY ▪ WARREN SLOCUM, COUNTY ▪ ANN DRAPER, PUBLIC

ALTERNATES: CHRIS MICKELSEN, SPECIAL DISTRICT ▪ ANN SCHNEIDER, CITY ▪ JAMES O'NEILL, PUBLIC ▪ NOELIA CORZO, COUNTY

STAFF: ROB BARTOLI, EXECUTIVE OFFICER ▪ VACANT, MANAGEMENT ANALYST ▪ TIM FOX, LEGAL COUNSEL ▪
DIANE ESTIPONA, CLERK

Section 56332(c)(2) provides for distribution of mail ballots by certified mail or by electronic mail with the consent of the district. For both expediency and cost savings it is hoped that districts will consent to distribution of the ballots by electronic mail. To this end, it is requested that your District return the attached "Authorization to transmit the LAFCo Special District Member Ballot by Electronic Mail" and provide LAFCo with the desired email address for distribution of the ballot.

In summary, nominations are now open for the independent special district Alternate Member position with term ending May 2028 and we need your district's authorization to transmit an election ballot via email.

Board presidents or board-appointed alternates are requested to complete the following two steps:

1. Submit written nominations for the alternate LAFCo member on your district's letterhead with your signature or that of a board-appointed alternate.
2. Complete and submit the "Authorization to transmit the LAFCo Special District Member Mail Ballot by Electronic Mail."

You must return your authorization form and all nominations to LAFCo no later than 5:00pm, Monday, June 17, 2024.

If you have questions concerning this process, please contact me directly.

Sincerely,

Rob Bartoli

Rob Bartoli
Executive Officer

Attachment: Authorization Form
San Mateo LAFCo Fact Sheet

Distribution: Presiding Officers of Independent Special Districts in San Mateo County

**Authorization to Transmit Special District Selection Committee Ballot
by Electronic Mail
[Pursuant to Section 56332 (C) (2)]**

The _____ District hereby authorizes LAFCo
(name of district)

to send the Special District Selection Committee Ballot by electronic mail to:

(Name of board president or board authorized voting delegate **and e-mail address**)

for the purpose of voting for alternate special district term ending May 2028.

Submitted by: _____
Printed Name of District President or District Manager/Chief

Signature: _____

Date: _____

Please return by June 17, 2024 by mail, fax or electronic mail to:

Rob Bartoli, Executive Officer
San Mateo LAFCo
455 County Center
Redwood City, CA 94063
650/363-4224 – phone
650/363-4849 – fax

Electronic mail: **rbartoli@smcgov.org**



Rob Bartoli, Executive Officer
 rbartoli@smcgov.org
 www.sanmateolafco.org

Purpose of LAFCo

Created by the California legislature in 1963, LAFCo is a State-mandated, independent commission with countywide jurisdiction over changes in organization and boundaries of cities and special districts including annexations, detachments, incorporations, and formations. As required by State law, LAFCo adopts a net operating budget, which is apportioned in thirds to the County of San Mateo, the 20 cities in the County, and 21 of the 22 independent special districts; the majority of the Midpeninsula Regional Open Space District territory is located in Santa Clara County and the District is under the funding mandate for Santa Clara LAFCo.

The Commission has responsibility in the following areas affecting local government in the County:

1. To discourage urban sprawl and encourage the orderly growth and development of local government agencies;
2. To prevent premature conversion of agricultural and open space lands;
3. To review, approve, or disapprove proposals for changes in the boundaries and organization of the 20 cities, 22 independent special districts, and 33 active County-governed special districts, plus incorporations of cities and formations of special districts;
4. To conduct municipal service reviews and establish and periodically update spheres of influence – future boundary, organization, and service plans – for the County, cities, and special districts; and
5. To perform and assist in studies of local government agencies with the goal of improving efficiency and reducing costs of providing urban services.

Commission Roster

The Commission is made up of two members of the County Board of Supervisors, two members of city councils from cities in the County, two board members of independent special districts in the County, a public member, and four alternate members (County, city, special district, and public). The Commission contracts with the County of San Mateo for staff, facilities, and legal counsel. The Executive Officer serves in the administrative capacity, which includes staff review of each proposal, sphere of influence studies, and assistance to local agencies and the public.

Commissioner	Member Type	Term Expires
Kati Martin, Chair	Special District	May 2026
Ray Mueller, Vice Chair	County	May 2026
Harvey Rarback	City	May 2025
Ann Draper	Public	May 2026
Virginia Chang Kiraly	Special District	May 2028
Warren Slocum	County	May 2028
Tygarjas Bigstyk	City	May 2026
Chris Mickelsen	Alternate Special District	May 2024
Ann Schneider	Alternate City	May 2027
James O'Neill	Alternate Public	May 2026
Noelia Corzo	Alternate County	May 2028

Commission Meetings

1. LAFCo meetings are held on the third Wednesday of odd-numbered months (January, March, May, July, September, November) at 2:30 pm in the Board of Supervisors' Chambers at the Hall of Justice, 400 County Center, Redwood City. Extra meetings may be held as needed.
2. If an agenda item is of interest to you, the Chair will call for comments from the audience when the item is ready for discussion. Please complete a speaker slip available on the table in the foyer and give it to the Commission Clerk to assist the Chair in organizing the progress of the hearing.
3. When addressing the Commission, please proceed to the microphone and state your name, the organization you are representing, or your city of residence for the Clerk.

Independent Special Districts in San Mateo County as of 3/6/24
For Purposes of voting for Special District Members on LAFCo

Bayshore Sanitary District
Broadmoor Police Protection District
Coastside County Water District
Coastside Fire Protection District
Colma Fire Protection District
East Palo Alto Sanitary District
Granada Community Services District
Highlands Recreation District
Ladera Recreation District
Menlo Park Fire Protection District
MidPeninsula County Water District
Montara Water and Sanitary District
North Coast County Water District
Peninsula Health Care District
San Mateo County Harbor District
San Mateo County Mosquito Abatement District
San Mateo County Resource Conservation District
Sequoia Health Care District
West Bay Sanitary District
Westborough County Water District
Woodside Fire Protection District

Note: Midpeninsula Regional Open Space District is not included because the majority of the District's territory is located in Santa Clara County.



Serving Our Community Since 1902

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

SERGIO RAMIREZ
General Manager

June 12, 2024

San Mateo LAFCo
Attn: Rob Bartoli, Executive Officer
455 County Center, 2nd Floor
Redwood City, CA 94063
650.363.4224
RBartoli@smcgov.org

Dear Mr. Bartoli,

Please accept this letter of nomination for Alternate Special District Member on San Mateo LAFCo Pursuant to Section 56332.

The West Bay Sanitary District nominates _____, for the election of the Alternate Special District Member on San Mateo LAFCo.

Also, please find attached the executed "Authorization to transmit the LAFCo Special District Member Ballot by Electronic Mail".

If you have any questions, please feel free to contact General Manager, Sergio Ramirez at 650.321.0384 or sramirez@westbaysanitary.org .

Very Truly Yours,

WEST BAY SANITARY DISTRICT

Fran Dehn
President of District Board



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 15**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Discussion and Direction 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 the opportunity to provide direction to staff and legal counsel.

Recycled Water Facility Production Data:

2024	Treated	Delivered
January	5.8MG	175K gallons
February	5.6MG	464K
March	6.5MG	1.5MG
April	8.1MG	4.4MG
May	10.6MG	9.3MG

2023	Treated	Delivered
January	5MG	0 gallons
February	3.3MG	0 gallons
March	3.5MG	0 gallons
April	4.9MG	32k gals. Dust Control
May	5.1MG	432k gals. Dust Control
June	4.8MG	456k gals. Dust Control
July	6.2MG	1.05MG Dust Control
August	8.1MG	2.7MG (+ 1.5 MG Dust Control)
September	8.4MG	4MG (+ 1.04 MG Dust Control)
October	9.6MG	7.4MG
November	7.7MG	3.7MG
December	7.4MG	970K

2022	Treated	Delivered
January	4.4MG	97,000 gallons
February	4.4MG	1.5MG
March	6.6MG	3.5MG
April	7.6MG	3.8MG
May	9.2MG	7.4MG
June	9.8MG	8.7MG
July	9.6MG	8.1MG
August	9.2MG	8.1MG
September	8.6MG	6.7MG
October	7.9MG	4.6MG
November	5.9MG	310,000 gallons
December	5.4MG	154,690 gallons

2021	Total Treated	Total Delivered
Yearly Total	88.2MG	56.26MG (*) (**)
2020	Total Treated	Total Delivered
August-Dec.	34.1MG	19.75MG

* Sharon Heights substantially tapered off their water usage for September which is the reason for the large discrepancy between treated and delivered.

** Treatment was reduced in the second half of the month. Rain in late October and an irrigation equipment malfunctions caused water delivery to decrease.

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.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 16**

To:*Board of Directors*

From:*Sergio Ramirez, General 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 the opportunity to provide direction to staff and general counsel.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 17**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Report, Discussion, and Direction on South Bayside Waste Management Authority (SBWMA) including the Solid Waste Franchise Re-Assignment

The District's representative to South Bayside Waste Management Authority (SBWMA), President Fran Dehn, will report on any pertinent items regarding SBWMA business. General Manager Ramirez will report and seek direction on the solid waste franchise re-assignment.

Attached: Response Letter from County

Franchise Map for County and West Bay

May 30, 2024

Mr. Sergio Ramirez, General Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025

RE: WBSD Expressed Interest in Divestiture of Waste Management Services

Dear Mr. Ramirez,

It was a pleasure meeting with you last fall to learn about the long history and successes of your organization in providing waste, wastewater collection and conveyance services to various jurisdictions and portions of the unincorporated areas since 1902.

One of the things you mentioned when we spoke is that West Bay Sanitary District (WBSD) wants to divest its waste management service responsibilities to the County for the unincorporated areas of Menlo Oaks, West Menlo Park, Weekend Acres, and Ladera. We understand from our discussion that WBSD at this point does not consider waste management services to be a part of its core services offering and that, in WBSD's view, there would be gained efficiencies if the County were to take on WBSD's waste services delivery responsibilities.

For the reasons discussed below, the County does not have interest in assuming WBSD's waste services delivery responsibilities for the unincorporated areas it is responsible for serving and we do not believe that further exploration of the proposal is warranted.

There are several key factors that drive this decision. A primary factor, which we touched on in our meeting, relates to the unknown implementation costs for Senate Bill 1383 (SB 1383). As we shared during our meeting, this unfunded state mandate established a statewide emission reduction target for short-lived climate pollutants such as methane, a powerful greenhouse gas that results from the landfilling of organic waste, and a reduction target for organic waste disposed of in landfills by 75 percent from the 2014 levels by 2025.

Under SB 1383, jurisdictions must develop programs to inspect waste receptacles, enforce compliance with the law, and educate communities, among other elements. Because this law is so sweeping and the entirety of the implementation costs is, as yet, unknown, the County is not able to assess the financial or operational implications of assuming WBSD's compliance and enforcement.



WBSD AND DIVESTITURE OF WASTE MANAGEMENT SERVICES

A second factor relates to the County's responsibilities to its existing special districts. The County is responsible for managing two franchised waste services areas under the South Bay Waste Management Authority (SBWMA) franchise agreement with Recology, of which WBSD is a member. These two special districts include County Service Area No. 8 and County Franchise Area (CFA).

County Service Area No. 8 is the specifically defined geographic area of North Fair Oaks with its own governing board, the County Board of Supervisors, that could not be expanded to fold in a new geographic area. CFA is comprised of multiple unincorporated pockets that start north of WBSD's waste service areas and range up to the northern portion of San Mateo County. The rate structure for residential CFA customers is lower than WBSD's rate structure for residential customers and absorbing WBSD's 2,000 customers into CFA would likely result in inequitable rate increases for existing CFA residential customers.

Lastly, given the significant increases in the administrative burden of SB 1383 compliance, coupled with the overall waste diversion management and compliance workload to manage 6,000 new cart services (waste, recycling, organics for 2,000 customers), the revenue stream and reserves that WBSD would offer are likely insufficient to cover future costs.

Also, in having managed disparate geographic pockets of waste management services, the County understands the inefficiencies that this presents. Absorbing additional geographically dispersed pockets from WBSD south of our current CFA service area makes it unlikely that any economies of scale would be achieved. We do suggest, however, that WBSD might consider approaching the cities that are geographically adjacent to its waste service areas to explore the potential for divestiture of those services to those cities. That is likely a way that WBSD could achieve the economies of scale and administrative efficiencies that it desires.

We thank you for reaching out to explore the concept and are willing to share what we learn as we move forward with implementation of SB 1383.

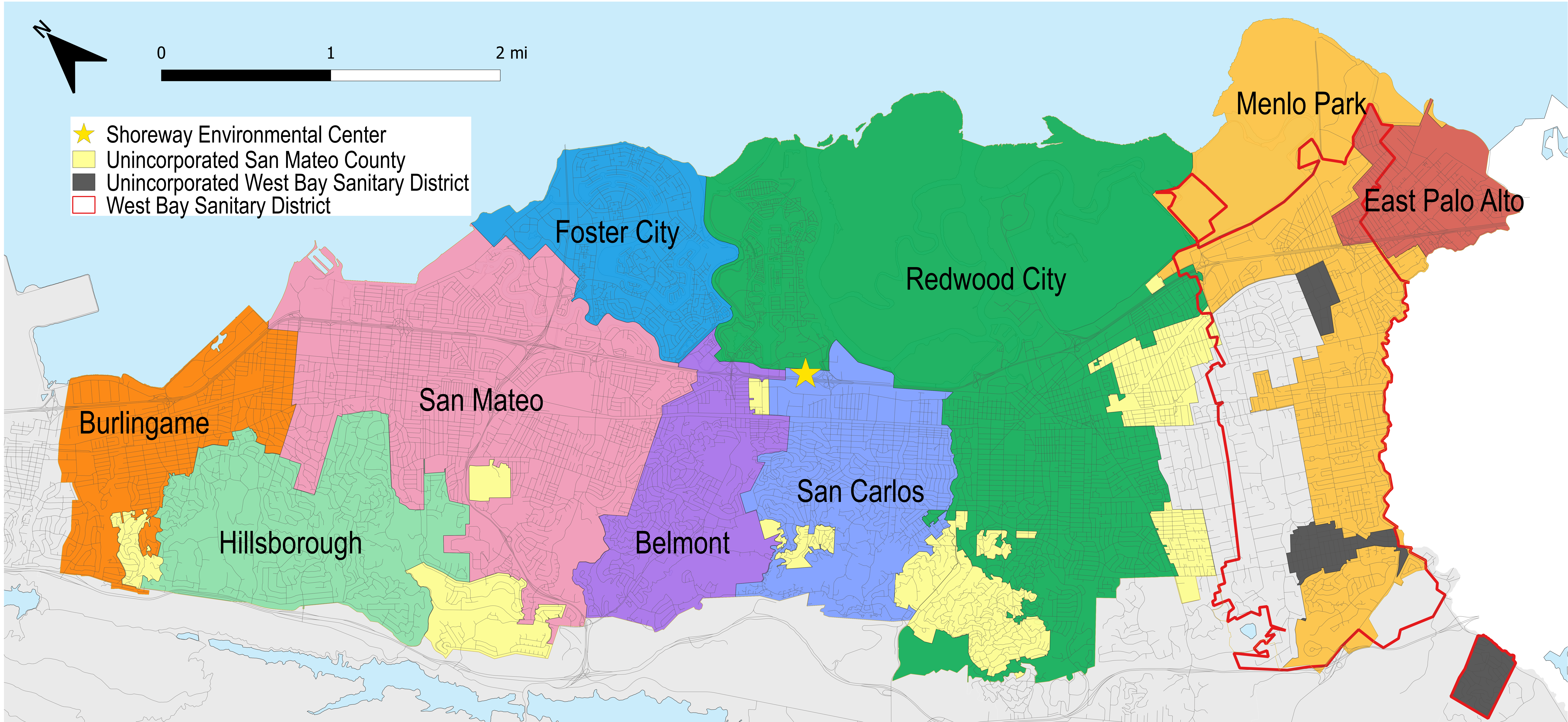
Sincerely,



Carolyn Bloede
Director, Sustainability Department

cc: Mike Callagy, CEO, County of San Mateo
John Nibbelin, County Attorney, County of San Mateo
Rob Bartoli, Executive Officer, LAFCo
Supervisor Dave Pine, District 1
Supervisor Noelia Corzo, District 2
Supervisor Ray Mueller, District 3
Supervisor Warren Slocum, District 4
Supervisor David Canepa, District 5

RethinkWaste Service Area





**WEST BAY SANITARY DISTRICT
AGENDA ITEM 18**

To: Board of Directors

From: Sergio Ramirez, General 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 June 12, 2024

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