

1902 - Serving Our Community for 120 Years - 2022
WEST BAY SANITARY DISTRICT
AGENDA OF BUSINESS
REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, SEPTEMBER 14, 2022 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

NOTICE OF PUBLIC PARTICIPATION BY TELECONFERENCE or ZOOM ONLY

Pursuant to California Assembly Bill 361, members of the West Bay Sanitary District Board of Directors and Staff may participate in this meeting via a teleconference. In the interest of reducing the spread of COVID- 19, members of the public are allowed to participate telephonically only, and may submit comments in advance by email addressed to treese@westbaysanitary.org by 4:00 p.m. on Wednesday, September 14th.

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

<https://us06web.zoom.us/j/81737636141?pwd=WkZRUzcza01TdDltUm56ZGYrY2dYQT09>

Meeting ID: 817 3763 6141 Passcode: 231416

Or by phone, call: 1-669-900-6833 Meeting ID: 817 3763 6141 Passcode: 231416

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

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

1. Call to Order and Roll Call
2. Communications from the Public
3. Consent Calendar

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

- A. Approval of Minutes for Regular Meeting August 10, 2022 Pg. 3A-1
- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru August 31, 2022 Pg. 3B-1
- C. WBSD Operations and Maintenance Report – August 2022 Pg. 3C-1
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – August 2022 Pg. 3D-1

- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – August 2022 Pg. 3E-1
 - F. Consider Approval of Resolution Authorizing District to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361 Pg. 3F-1
 - G. Consider to Approve Resolution of Intention to Annex Certain Territory (0 Alpine Road, Portola Valley) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing Pg. 3G-1
 - H. Consider to Approve Resolution of Intention to Annex Certain Territory (20 Shoshone Place, Portola Valley) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing Pg. 3H-1
4. General Manager's Report Pg. 4-1
 5. Consider Approving Investment Policy and Resolution Pg. 5-1
 6. Consider Approving Purchase Card Policy Pg. 6-1
 7. Consider Adopting Resolution Recognizing the Achievement of a Five Years Safety Record Without a Lost Time Accident by West Bay Sanitary District Employees Pg. 7-1
 8. Presentation and Direction on District Performance Merit Pay Program for FY 2022/2023 Pg. 8-1
 9. Consider Authorizing General Manager to Enter into a Purchase Order Agreement with Owen Equipment for a Vactor 2100i Hydro-Jet/Vacuum Combination Sewer Cleaning Unit Pg. 9-1
 10. Consider Authorizing General Manager to Extend the Agreement for On-Call Engineering Staff Augmentation Services with Freyer & Laureta, Inc. Pg. 10-1
 11. Consider Authorizing General Manager to Execute the Agreement for Engineering Services from Freyer & Laureta, Inc. for the Permitting and Agency Coordination for the Flow Equalization & Resource Recovery Facility Levee Improvement Project Pg. 11-1
 12. Consider Authorizing the General Manager to Accept a Proposal from Precision Engineering to Perform an Emergency Sewer Replacement in Linfield Oaks, Menlo Park Pg. 12-2
 13. Consider Authorizing the General Manager to Accept a Proposal from Precision Engineering to Perform an Emergency Sewer Replacement in Bay Shore Park, East Palo Alto Pg. 13-1
 14. Discussion and Direction on Sharon Heights Recycled Water Plant Pg. 14-1
 15. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 15-1
 16. Report and Discussion on South Bayside Waste Management Authority (SBWMA) Pg. 16-1
 17. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 17-1

18. Closed Session:

A. Public Employee Discipline/Dismissal/Release (Government Code §54957)

B. LIABILITY CLAIMS

No. of Cases: 1

Claimant: Albano

Claim Against: West Bay Sanitary District

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.

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1902 - Serving Our Community for 120 Years - 2022

**WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, AUGUST 10, 2022 AT 7:00 P.M.**

1. Call to Order

President Dehn called the meeting to order at 7:01PM

Roll Call

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

BOARD MEMBERS ABSENT: Otte

STAFF MEMBERS PRESENT: Ramirez, Condotti by Zoom

Others Present: Eileen McLaughlin - CCCR

2. Communications from the Public: None.

3. Consent Calendar

CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR

Discussion/Comments: None.

- A. Approval of Minutes for Regular Meeting July 13, 2022
- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru July 31, 2022
- C. WBSD Operations and Maintenance Report – July 2022
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – July 2022
- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – July 2022
- F. Consider Approval of Resolution Authorizing District to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361
- G. Consider to Approve Resolution of Intention to Annex Certain Territory (1195 Westridge Drive, Portola Valley) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing
- H. Consider Approving District Treasury Report Fourth Quarter FY 2021-22
- I. Bank of the West Monthly Investment Portfolio Statements

Motion to Approve by: Thiele-Sardiña 2nd by: Moritz Vote: AYE: 4 NAY: 0 Abstain: 0

4. General Manager's Report

Discussion/Comments: General Manager Ramirez reported that the candidate filing period for the November 2022 election began on July 18 for both San Mateo and Santa Clara Counties. He also reported the District will be a sponsor of the August 19th Menlo Park concert series at Belle Haven School and Tour de Menlo on September 17th. He continued to report the recruitment will begin for the Associate Engineer position. General Manager Ramirez informed the Board that the recycled water MOU will be considered in August at the City of Menlo Park City Council meeting. He also discussed about an easement encroachment in Atherton where a developer damaged a District sewer main near Walsh Road. General Manager Ramirez reminded the Board the next Board meeting is scheduled for September 14th. The complete General Manager's written report is in the August 10, 2022 agenda packet.

5. Consider Approval of Contract Change Order No. 2 to Aztec Consultants, Inc. for the New Metal Storage Building Project in Menlo Park, CA

Motion to Approve by: Thiele-Sardiña 2nd by: Walker Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: None.

6. Consider Accepting Work by Aztec Consultants, Inc. for the New Metal Storage Building Project and Authorizing General Manager to File the Notice of Completion

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

Discussion/Comments: None.

7. Consider Authorizing the General Manager to Reissue the Call for Bids for the Bayfront Park Sanitary Sewer Improvement Project

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

Discussion/Comments: General Manager Ramirez reported the previous bid for this project was rejected by the Board and that staff made some changes to the project by loosening some restrictions to make the project more appealing to contractors. The Board agreed and approved putting the project back out to bid.

8. August 10th, 2022 Update Report on District Response to Corona Virus

Discussion/Comments: General Manager Ramirez reported that training was conducted on August 1st with staff on the revised COVID-19 policy. The revised policy includes the requirement for an employee to test 48 hours after traveling out of state.

9. Report and Discussion on Sharon Heights Recycled Water Plant

Discussion/Comments: General Manager Ramirez reported that the plant treated 9.6 million gallons a day (MGD) and delivered 8.1 MGD in July. Potable water was used the last few days in July by the golf course to fill their pond. He also reported on the July 12th meeting with Sharon Heights Golf & Country Club and the District's Recycled Water Committee.

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

Discussion/Comments: General Manager Ramirez reported that permitting is underway with the Army Corp. He also reported that according to the State, SRF funding information for the facility should be available in late August.

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

Discussion/Comments: None.

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

Discussion/Comments: None.

13. Closed Session

Entered closed session at 7:48 p.m. Left closed session at 7:55 p.m.

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Cal. Govt. Code §54956.9(d))

Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* –
SMCSC Case No. 18CIV02183

Reportable action: None.

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

Discussion/Comments: None.

15. Adjournment Time: The meeting was adjourned at 7:55 PM

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WEST BAY SANITARY DISTRICT
Financial Activity Report
August 2022

Date: *September 14, 2022*

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 August 2022.

Receipt Summary:

Commercial Deposits	56,656.63
Deposits in Transit	2,872.40
Credit Cards	3,660.29
Franchise Fees	9,074.98
San Mateo County [Tax Roll]	0.00
Other Receipts	218,926.18
Transfers	2,000,000.00
Total Receipts	<u>2,291,190.48</u>

Withdrawal Summary

Total Checks	600,123.28
Total Corp Cards	9,352.46
Total Bank Wires/ACHs	1,041,560.75
External Withdrawals	1,651,036.49
Total Internal Bank Transfers	-
Total Withdrawals	<u>1,651,036.49</u>

Fund **Expenditure Summary by Budget Category**

100	Operations	789,831.84
200	Capital	73,814.06
300	Solid Waste	0.00
500	Recycled Water	195,833.59
800	Silicon Valley Clean Water	591,557.00
Expenditures by Fund		<u>1,651,036.49</u>

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

President _____

Secretary _____

**West Bay Sanitary District
Receipts
August 2022**

RECEIPT NUMBER	RECEIPT DATE	DESCRIPTION	AMOUNT
462585	8/2/2022	Lencioni Construction: 175 Isabella Ave, Ath., Permit	170.00
462586	8/3/2022	One Orchard Lic: 346 Walsh Rd, Ath, Permit	355.00
462587	8/3/2022	Bell Plumbing of San Mateo: 1038 Marcussen Dr, MP, Permit	355.00
462588	8/4/2022	TJH/Jonathan Tattersall: 491 Middle Ct, MP, Permit	307.70
462589	8/5/2022	Thomas James Homes: 941 Menlo Oaks Dr, MP, Permit	170.00
462590	8/5/2022	Trenchfree, Inc.: 433 Waverley St, MP, Permit	290.00
462591	8/2/2022	WBSD: Transfer LAIF to BofW Checking	2,000,000.00
462592	8/9/2022	Nordin Builders, Inc.: 1005 Windsor Dr, MP, Permit	170.00
462593	8/10/2022	Pacific Peninsula Group: 95 Mesa Ct, Ath, Permit	280.00
462594	8/10/2022	Amy Lit: 40 Gloria Circle, MP, Permit/ADU Conn	5,024.40
462595	8/10/2022	CSRMA: Wellness/Safety Reimbursement	1,200.00
462596	8/11/2022	Rodney Centeno: 150 Andeta Way, PV, Permit	472.59
462597	8/9/2022	SHGCC: O&M 8/2022 & SRF Loan Installment #5	109,463.09
462598	8/12/2022	Recology: Solid Waste Franchise Fee 7/2022	9,074.98
462599	8/15/2022	Rebuild Green: 209 Mckendry Dr, MP, Permit	170.00
462600	8/15/2022	Valentin Pistol: 0 Alpine Road, PV OWDZ Annexation Fee	545.00
462601	8/15/2022	Valentin Pistol: 0 Alpine Road, PV, OWDZ Annex Deposit	2,200.00
462602	8/16/2022	Mastec North America Inc.: Hamilton Ave., MP, Permit	585.00
462603	8/16/2022	Mastec North America, Inc.: Hamilton Ave., MP, Permit	2,000.00
462604	8/16/2022	RJ Dailey Construction: 401 Fletcher Dr, ATH, Permit	170.00
462605	8/17/2022	James&Laura Davidson: 20 Shoshone Place, PV, Annex & Deposit	3,370.00
462606	8/18/2022	Senor Rooter: 2030 Sand Hill, Permit	290.00
462607	8/22/2022	Thomas James Homes: 905 Monte Rosa Dr, MP, Permit	170.00
462608	8/22/2022	OHC of California: Overpayment for Lance Harwood	30.00
462609	8/23/2022	Studio 101 Designs: 2061 Manzanita Ave, MP, Permits/ADU Conn	3,903.20
462610	8/24/2022	Thomas James Homes: 2132 Valparaiso Ave, MP, Permit	290.00
462611	8/24/2022	Thomas James Homes: 2132 Valparaiso Ave, MP, Connection Fees	3,443.20
462612	8/26/2022	SHGCC: O&M 9/2022 & SRF Loan Installment #6	109,463.09
462613	8/30/2022	Town of Los Altos Hills: Maintenance Service Agrmt 7/2022	34,355.83
462614	8/31/2022	Julien V Borel: 1745 Holly Ave., MP, Permit/ADU Conn	2,872.40
Total Receipts			<u><u>\$2,291,190.48</u></u>

**West Bay Sanitary District
Financial Activity Report
Withdrawals
August 2022**

CHECK	DATE	PAYEE	PURPOSE	AMOUNT
69254	8/25/2022	Matheson Tri-Gas, Inc.	Void Check	(67.28)
69350	8/4/2022	Matheson Tri-Gas, Inc.	Tank Rentals 7/2022	69.31
69351	8/4/2022	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility June-July 2022	510.00
69352	8/4/2022	California Water Service	Water Service - June-July 2022	72.86
69353	8/4/2022	CleanServ Universal Services	Janitorial Service 8/2022	1,575.00
69354	8/4/2022	Dewey Pest Control	Chemical Service 7/2022	164.00
69355	8/4/2022	Dolphin Graphics	West Bay Apparel 7/2022	517.09
69356	8/4/2022	Navia Benefit Solutions	Commuter & FSA Fees 7/2022	125.00
69357	8/4/2022	Freyer & Laureta	Miscellaneous Eng. & Staff Augmentation 6/2022	16,315.00
69358	8/4/2022	Grainger	Misc Parts & Supplies 7/2022	1,545.15
69359	8/4/2022	Harrington Industrial Plastics	Recycled Water Truck Parts 6/2022	166.12
69360	8/4/2022	IEDA	Consulting Fees 8/2022	814.00
69361	8/4/2022	Kone Pasadena	Elevator Maintenance 8/2022	298.69
69362	8/4/2022	Mallory Co.	PPE Supplies 7/2022	1,979.05
69363	8/4/2022	City Of Menlo Park-Fuel	Fuel: District Vehicles 7/2022	13,915.77
69364	8/4/2022	R.A. Nosek Investigations	New Hire Background Check 7/31/22	299.00
69365	8/4/2022	R.D. Kincaide, Inc.	Pipe Patch 6x24 (30)	11,812.50
69366	8/4/2022	Occupational Health Centers	Health Screenings - Eric M. 7/15/22	67.00
69367	8/4/2022	Omega Industrial Supply, Inc.	Sewer Aide Chemicals 5/2022	2,485.21
69369	8/4/2022	Pacific Gas & Electric	Electric Service - June-July 2022	23,950.57
69370	8/4/2022	Principal Life Insurance	Dental, Vision, Life, AD&D, Disability Ins 8/2022	6,138.93
69371	8/4/2022	Recology Peninsula Services	Recology Waste 2 Yard Bin - SHGCC 7/2022	249.39
69372	8/4/2022	Robert J. Scheidt	25 Year Service Award	375.00
69373	8/4/2022	TPX Communications	District VoIP & Fiber Service 7/2022	3,100.77
69374	8/4/2022	Teletrac Navman US	GPS For District Vehicles 8/2022	271.96
69375	8/4/2022	Towne Ford	Unit 212 Oil Leaks 7/2022	12,217.32
69376	8/4/2022	Weco Industries	Sewer Cleaning Equipment 6/2022	3,277.68
69377	8/4/2022	West Yost & Associates	Bayfront RWF Grant Funding Study 6/4/22-7/8/22	2,425.00
69378	8/4/2022	Woodard & Curran	Avy PS SRF Application 4&6/2022 & CEQA Services 5/2022	52,515.05
69379	8/11/2022	AAA Rentals	Pallet Jack Rental 7/2022	49.50
69380	8/11/2022	Airgas Usa, LLC	Tank Rentals 7/2022	49.10
69381	8/11/2022	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility 7/2022	510.00
69382	8/11/2022	Veolia Water North America	Water Service - 1805 Purdue 7/2/22-8/1/22	38.66
69383	8/11/2022	ReadyRefresh By Nestle	Water Delivery 7/2022	58.82
69384	8/11/2022	Victor Garcia	Boot Reimbursement Victor Garcia	250.00
69385	8/11/2022	Bayside Equipment Company	Unit 220: Rear Motor Service & Generator Service/Repair 6/2022	680.93
69386	8/11/2022	CSRMA C/O Alliant Insurance	WC Deposit FY 2022-23 & WC Retro Adj FY1990-91 - 2020-21	147,236.00
69387	8/11/2022	CalPERS Long-Term Care Program	LTC Withholding 8/1/22-8/15/22	53.76
69388	8/11/2022	Cintas	Uniform Service 8/3/22	1,020.40
69389	8/11/2022	City Of Foster City	CalOpps - Maintenance Worker Posting 6/2022	520.00
69390	8/11/2022	Core & Main	10 Arc Coupler 6/2022	811.31
69391	8/11/2022	Du-All Safety, LLC	Safety Maintenance Contract 7/2022	1,800.00
69392	8/11/2022	Navia Benefit Solutions	FSA Contributions PR 8/12/22	631.93
69393	8/11/2022	Freyer & Laureta	Levee Design 6/2022	37,517.38
69394	8/11/2022	Grainger	Pump Station Parts & Material 8/2022	329.78
69395	8/11/2022	Hach Company	Hach Portable Sampler Equipment 6/2022	8,039.37
69396	8/11/2022	Home Depot Credit Services	Pump Station Parts & Material 7/21/22	308.75
69397	8/11/2022	City Of Menlo Park - Water	Water Service - June-July 2022	269.34
69398	8/11/2022	Pacific Gas & Electric	Electric Service - Georgia Ln 6/29/22-7/28/22	455.92
69399	8/11/2022	PBM	Gloves, Grinder 7/2022	185.03
69400	8/11/2022	Red Wing Shoe Store	Safety Boots 8/2022	614.16
69401	8/11/2022	Seekzen Systems	IT Consulting Service 7/2022	475.00
69402	8/11/2022	Sharp Business Systems	Monthly Lease for Copiers 8/2022	1,142.15
69403	8/11/2022	Teamsters Local No. 350	Union Dues 8/2022	930.00
69404	8/11/2022	Verizon Wireless	Internet 7/2/22-8/1/22	65.16
69405	8/11/2022	Video Voice Data Communication	5 Year Bundle EV Network Service Plan 8/2022	4,700.00
69406	8/11/2022	Vision Communications Co.	Radio Air Time 8/2022	724.13
69407	8/11/2022	Weco Industries	Sewer Cleaning Equipment March-April 2022	3,091.65
69408	8/11/2022	Woodard & Curran	Bayfront Bridging contract for Initial Engineering Services & Avy PS CEQA	31,575.54
69409	8/11/2022	Young's Auto Supply Center	Auto Parts For District Vehicles 7/2022	63.00
69410	8/18/2022	Action Towing	Unit 220: Towing 8/5/22 Unit 203: Towing 8/10/22	1,157.75
69411	8/18/2022	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility July - Aug 2022	425.00
69412	8/18/2022	Bay Alarm	New Metal Storage Bldg Fire Alarm & Monitoring 4/12-8/31/22	7,385.64
69413	8/18/2022	California Water Service	Water Service - July-Aug 2022	2,135.63
69414	8/18/2022	Cintas	Uniform Service 8/10/22	853.74

**West Bay Sanitary District
Financial Activity Report**

**Withdrawals
August 2022**

69415	8/18/2022	Grainger	PPE Only, Misc Parts & Supplies July-Aug 2022	3,945.28
69416	8/18/2022	Hadronex, Inc.	Smartcover Parts 8/2022	1,659.22
69417	8/18/2022	Hach Company	Flo Dar Maintenance & Reporting 8/2022	12,993.75
69418	8/18/2022	City of Menlo Park - Water	Water Service - June-July 2022	83.58
69419	8/18/2022	R.A. Nosek Investigations	New Hire Background Checks (2) - 8/16/22	598.00
69420	8/18/2022	Occupational Health Centers	Health Screenings - 8/2/22	30.00
69421	8/18/2022	Pier 2 Marketing	Quarterly Website Maintenance (Q3 2022)	500.00
69422	8/18/2022	City of Redwood City	Inv300001: Trailer: Vehicle Service 6/2022	5,319.88
69423	8/18/2022	County of San Mateo	Void Check	0.00
69424	8/18/2022	County of San Mateo	LSSA Recording Fee: 1301 Elder Ave, MP	20.00
69425	8/18/2022	Seekzen Systems	Network Upgrade & Synology Backup to Replace Barracuda 8/2022	21,475.00
69426	8/18/2022	Towne Ford	Vehicle Repair 8/2022	4,334.80
69427	8/18/2022	Leaf Capital Funding LLC	Fujitsu Scanner Monthly Lease July & Aug 2022	925.98
69428	8/18/2022	Weco Industries	CCTV Repair 7/2022 & Sewer Cleaning Equipment 8/2022	1,011.59
69429	8/25/2022	Paul Andrew Nelson	Void Check	0.00
69430	8/25/2022	AT&T	Telemetry & Alarms 7/13/22-8/12/22	1,227.83
69431	8/25/2022	Matheson Tri-Gas, Inc.	Tank Rentals 6/2022	67.28
69432	8/25/2022	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility Aug 2022	425.00
69433	8/25/2022	Aqua Natural Solutions	Microbe Lift 8/2022	1,211.04
69434	8/25/2022	ReadyRefresh By Nestle	Water Delivery 7/11/22-8/10/22	84.32
69435	8/25/2022	Bay Alarm	Alarm Monitoring Service 9/1/22-11/30/22	795.00
69436	8/25/2022	CSRMA c/o Alliant Insurance	Property Coverage FY 2022-23	61,449.37
69437	8/25/2022	California Water Service	Water Service - July-Aug 2022	101.67
69438	8/25/2022	CalPERS Long-Term Care Program	LTC Withholding 8/16/22-8/31/22	53.76
69439	8/25/2022	Comcast	Internet - SHGCC-RWF & WBSD Aug-Sept 2022	570.91
69440	8/25/2022	Core & Main	ARC Couplers, 6 Test Ball, 5' Extension Hose	2,749.51
69441	8/25/2022	Navia Benefit Solutions	FSA Contributions PR 8/26/22	631.93
69442	8/25/2022	Grainger	Pump Stations Parts & Fluke 1734 Energy Logger 8/2022	5,391.27
69443	8/25/2022	Mallory Co.	Void Check	0.00
69444	8/25/2022	City of Menlo Park - Water	Water Service - Laurel St 7/8/22-8/5/22	1,189.23
69445	8/25/2022	Municipal Maintenance Equip.	Vehicle Equipment & Supplies 7/2022	457.71
69446	8/25/2022	Occupational Health Centers	Health Screenings 8/2022	413.00
69447	8/25/2022	Pacific Gas & Electric	Electric Service - July-Aug 2022	429.35
69448	8/25/2022	Quincy Compressor	Quincy Compressor / Dryer Service - RWF_SHGCC 8/2022	2,161.19
69449	8/25/2022	County of San Mateo	LSSA Recording Fee: 1038 Marcussen Dr, MP	23.00
69450	8/25/2022	Silicon Valley Clean Water	Weekend Coliform Samples - SHGCC RW Facility 7/2022	750.00
69451	8/25/2022	Staples Credit Plan	Office Supplies Aug 2022	289.65
69452	8/25/2022	Uline	District Event Tents 10x20 (2)	955.33
69453	8/25/2022	Univar Solutions USA	12.5% Sodium Hypochlorite for SHRWF June & Aug 2022	4,576.61
69454	8/25/2022	Verizon Wireless	District Cellphones 7/16/22-8/15/22	1,250.08
69455	8/25/2022	Weco Industries	Unit 216 New Camera Transporter 7/2022	20,574.63
69456	8/25/2022	Western States Tool & Supply	Stihl FS91R String Trimmer 8/2022	523.42
69457	8/25/2022	Atchison, Barisone & Condotti	Legal Services 7/2022	5,738.75
69458	8/25/2022	Aztec Consultants	Metal Storage Building Project 1749.1E, 5% Retention Escrow	786.10
69459	8/25/2022	Aztec Consultants	Project 1749.1E New Metal Building 8/2022	14,935.95
69460	8/25/2022	Bob Hulsmann	Reim: Costco for Employee Appreciation 8/2022	634.88
69461	8/25/2022	Mallory Co.	Ventis Pro5 Sensors 8/2022	3,053.76
69462	8/25/2022	Paul Andrew Nelson	Bell Plumbing Bill Reimbursement 7/1/2022	385.00
				600,123.28

**West Bay Sanitary District
Financial Activity Report
Withdrawals
August 2022**

Corporate Cards:

GL	DATE	Account Number & Name	Description	Amount
54028	8/22/2022	Commuter Benefits	Fastrak: Commuter Benefit	1,150.00
54061	8/22/2022	Gas & Diesel Vehicles	Unit 224 & 206: Fuel	172.54
54080	8/22/2022	Memberships	CWEA & Peloton Membership Fees	814.00
54091	8/22/2022	Stationary and Office Supplies	Office Supplies	457.06
54101	8/22/2022	Ops Supplies & Materials	FedEx: Sensera Camera Return	71.83
54105	8/22/2022	Pump Station Parts & Supplies	MQI Multiquip: Return Refund	(296.39)
54125	8/22/2022	Health Screening & Testing	COVID Tests	95.57
54151	8/22/2022	Fleet/Vehicle R&M	Unit 220: Battery Cut Off Switch & Rivian Vehicle Reservation	1,055.76
54158	8/22/2022	Computer Software R & M	Duo, Zoom, GoToMeeting, Solar Winds: Monthly Subscriptions	210.79
54159	8/22/2022	Computer Hardware R & M	Computer for GM	1,837.14
54173	8/22/2022	Dept Training & EE Development	Safeway: Training	54.35
54174	8/22/2022	Mgmt Conf. & District Meetings	Goals Luncheon	817.38
54175	8/22/2022	CWEA Conf/Section Mtgs	Lodging for Mis Summer Collections Conf. & USA Trainings	368.55
54176	8/22/2022	Business Meetings	GM Meetings	78.20
54203	8/22/2022	Licenses & Permits	City of MP: Permits & Fire Recovery USA: Generator Hazmat Permit	1,750.04
54207	8/22/2022	Vallombrosa Center	Vallombrosa: On Call Lodging	240.00
54112	8/22/2022	Personal Safety Garments	Custom Ink: Shirt Sample	30.08
54119	8/22/2022	Misc Contract Services	Apple US: AppleCare Coverage (3Yrs)	229.00
54154	8/22/2022	Mobile & Non-mobile Equip R&M	Google Store: Wi Fi Extenders	216.56
Statement	7/28/2022	Bank of the West - Credit Cards		9,352.46

Bank Transfers:

DATE	PAYEE	PURPOSE	AMOUNT
8/2/2022	SVCW	SVCW Monthly Operating Contribution	591,557.00
8/2/2022	PayTrace	Credit Card Processing Fees	524.78
8/5/2022	ADP	ADP Fees	265.00
8/9/2022	CalPERS	Retirement Contributions PR 7/15/2022	24,115.69
8/10/2022	PrimePay	PrimePay Fees	150.65
8/10/2022	CalPERS	Retirement Contributions PR 7/29/2022	24,803.18
8/11/2022	CalPERS	Health Premiums	55,112.38
8/12/2022	ADP	Employee Payroll & Board of Director Fees - Check Date: 8/12/2022	123,763.56
8/12/2022	ADP	Payroll Taxes	28,458.81
8/12/2022	ADP	ADP-Wage Garnishment	1,030.20
8/17/2022	ICMA	Deferred Compensation	9,130.32
8/19/2022	ADP	ADP Fees	275.00
8/22/2022	Bank of the West	Bank Fees	305.80
8/24/2022	NeoPost	Postage	300.00
8/25/2022	ADP	Employee Payroll - Check Date: 8/26/2022	118,372.45
8/25/2022	ADP	Payroll Taxes	28,495.19
8/25/2022	ADP	ADP-Wage Garnishment	1,030.20
8/26/2022	ICMA	Deferred Compensation	8,911.78
8/30/2022	CalPERS	Retirement Contributions PR 8/12/2022	24,958.76
Bank Wires/ACHs from BofW Checking			1,041,560.75

Internal Bank Transfers:

DATE	PAYEE	PURPOSE	AMOUNT
Bank Transfers from BofW Checking			0.00

Summaries:

Withdrawal Summary

Total Checks	600,123.28
Total Corp Card	9,352.46
Total Bank Wires / ACHs	1,041,560.75
Total Internal Bank Transfers	0.00
Total Withdrawals	1,651,036.49

**West Bay Sanitary District
Expenditures By Vendor
7/01/2022 to 08/31/2022**

Withdrawals	Total by Vendor YTD FY 2022-23	Withdrawals August 2022
AAA Rentals	49.50	49.50
Action Towing	1,157.75	1,157.75
Abila	4,952.07	-
ADP Fees	1,075.00	540.00
ADP-Wage Garnishment	3,090.60	2,060.40
Aerzen USA Corp.	2,400.00	-
Airgas Usa, LLC	97.10	49.10
The Almanac	1,452.00	-
Alpha Analytical Laboratories	3,630.00	1,870.00
Aqua Natural Solutions	1,211.04	1,211.04
AT&T	2,385.96	1,227.83
Atchison, Barisone & Condotti	20,118.45	5,738.75
Aztec Consultants	15,722.05	15,722.05
Bank of the West - Credit Cards	25,138.81	9,352.46
Bank of the West	576.77	305.80
Battery Junction Wholesale	788.31	-
Bay Alarm	11,296.75	8,180.64
Bay Area Barricade Service Inc	1,936.33	-
Bayside Equipment Company	935.10	680.93
CA Dept Of Tax & Fee Admin	-	-
CASA	-	-
CA State Disbursement Unit	-	-
California Water Service	5,241.52	2,310.16
CalPERS - Actuary Fee	-	-
CalPERS - Admin Fees	-	-
CalPERS - Unfunded Accrued Liability	10,690.00	-
CalPERS - GASB Fee	-	-
CalPERS - Retirement	121,205.27	73,877.63
CalPERS - Health Premiums	110,175.79	55,112.38
CalPERS - 1959 Survivor Billing	1,677.90	-
Calpers Long-Term Care Program	215.04	107.52
Michael Chang	390.20	-
Cintas	6,248.23	1,874.14
City of Foster City	520.00	520.00
City of Menlo Park	-	-
City of Menlo Park-Fuel	29,656.26	13,915.77
City of Menlo Park - Water	2,829.77	1,542.15
Cleanserv Universal Services	2,650.00	1,575.00
Comcast	1,141.81	570.91
Core & Main	5,429.52	3,560.82
CSRMA c/o Alliant Insurance	220,638.37	208,685.37
CWEA	91.00	-
Dewey Pest Control	164.00	164.00
Dolphin Graphics	801.87	517.09
Du-All Safety, LLC	3,600.00	1,800.00
Federal Express	235.10	-
Freyer & Laureta	53,832.38	53,832.38
Victor Garcia	250.00	250.00
Governmentjobs.Com, Inc	4,479.01	-
Grainger	14,878.28	11,211.48
Hach Company	34,026.87	21,033.12
Hadronex, Inc.	41,545.86	1,659.22
Harben California	456.68	-
Harrington Industrial Plastics	166.12	166.12
Home Depot Credit Services	728.77	308.75
Bob Hulsmann	634.88	634.88
ICMA	46,197.43	18,042.10
IEDA	1,628.00	814.00
Kimball Midwest	1,682.45	-
Kone Pasadena	597.38	298.69
Leaf Capital Funding LLC	925.98	925.98
Mallory Co.	5,032.81	5,032.81
Matheson Tri-Gas, Inc.	136.59	69.31
Morse Hydraulics	46.07	-
Municipal Maintenance Equip.	457.71	457.71
Napa Auto Parts	20.87	-
Navia Benefit Solutions	2,777.72	1,388.86
Paul Andrew Nelson	385.00	385.00
NeoPost	600.00	300.00
Occupational Health Centers	899.00	510.00
Ogasawara Landscape Maint.	1,400.00	-
Omega Industrial Supply, Inc.	2,485.21	2,485.21
PBM	185.03	185.03
Pacific Gas & Electric	52,771.04	24,835.84
Paytrace	1,244.91	524.78
Pier 2 Marketing	500.00	500.00
Charles A. Planje	1,584.00	-

**West Bay Sanitary District
Expenditures By Vendor
7/01/2022 to 08/31/2022**

Withdrawals	Total by Vendor YTD FY 2022-23	Withdrawals August 2022
Preferred Alliance	614.52	-
PrimePay Fees	923.25	150.65
Principal Life Insurance	12,285.92	6,138.93
Quadient Leasing USA, Inc.	268.51	-
Quincy Compressor	2,161.19	2,161.19
R.A. Nosek Investigations	1,192.00	897.00
R.D. Kincaide, Inc.	11,812.50	11,812.50
Readyrefresh By Nestle	297.92	143.14
Recology Peninsula Services	498.78	249.39
Red Wing Shoe Store	614.16	614.16
Redwood General Tire Co., Inc.	779.13	-
City Of Redwood City	7,033.66	5,319.88
SVCW - Monthly Operating Contribution	1,183,114.00	591,557.00
SVCW 2018 Bonds	1,229,792.20	-
SVCW 2021 A-B Bonds	2,308,956.76	-
SVCW - SRF Debt	-	-
Silicon Valley Clean Water	1,800.00	750.00
Rupert Sandoval	50.00	-
County of San Mateo	103.00	43.00
San Mateo County Assessor	-	-
San Mateo County Tax Collector	-	-
San Mateo County Health	954.00	-
County of San Mateo - LAFCO	22,323.00	-
County of Santa Clara	-	-
Robert J. Scheidt	821.03	375.00
Seekzen Systems	29,925.00	21,950.00
Sensera Systems	2,148.00	-
Sharp Business Systems	2,284.30	1,142.15
Staples Credit Plan	1,121.99	289.65
TPX Communications	6,199.63	3,100.77
Teamsters Local No. 350	1,860.00	930.00
Teletrac Navman US	815.88	271.96
Telstar Instruments, Inc.	2,934.00	-
Towne Ford	19,811.63	16,552.12
Uline	955.33	955.33
Univar Solutions USA	4,576.61	4,576.61
Veolia Water North America	85.43	38.66
Verizon Wireless	2,633.05	1,315.24
Video Voice Data Communication	4,700.00	4,700.00
Vision Communications Co.	1,448.26	724.13
Weco Industries	30,826.42	27,955.55
West Yost & Associates	2,425.00	2,425.00
Western States Tool & Supply	523.42	523.42
Woodard & Curran	116,695.53	84,090.59
Young's Auto Supply Center	666.47	63.00
Total Vendor Withdrawals	5,911,995.52	1,351,946.48
<u>Wages & Payroll Taxes</u>		
Salaries/Wages - Net Pay	584,926.63	238,512.46
Directors Fees - Net Pay	6,873.55	3,623.55
Payroll Taxes	150,458.78	56,954.00
Performance Merit Program - Net Pay	-	-
Total Payroll	742,258.96	299,090.01
Total External Withdrawals	6,654,254.48	1,651,036.49
<u>WBSD Transfers:</u>		
WBSD LAIF Account	-	-
WBSD Investment Accounts	2,202,111.08	-
Public Agency Retirement Services	-	-
Other Transfers	-	-
Total Transfers	2,202,111.08	-
Total Withdrawals	8,856,365.56	1,651,036.49

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

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

Subject: WBSD Operations and Maintenance Report – August 2022

Month	Basin PM Pipe Clean- ing	High Freq. PM Pipe Clean- ing	Un- Sche. Pipe Clean- ing	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&3s	Call Outs	Sch PM	Unsch. PM	USA's
January	9.4	4.8	0.1	0.7	3	3	64	0	0	0	83	10	1	164
February	10.2	7.3	1.2	2.8	3	10	46	0	0	0	76	5	0	165
March	14.5	0.2	0.3	2.8	3	12	63	0	0	0	84	14	0	225
April	17.3	3.8	0.5	2.7	6	8	63	0	0	1	48	9	0	224
May	7.3	8.6	0.5	3.4	6	11	60	0	0	0	47	6	1	193
June	17.2	0.3	0.5	2.1	16	9	73	0	0	0	46	14	0	234
July	7.4	5.3	0.8	2.5	7	7	68	0	0	0	78	6	0	266
August	7.7	2.1	1.3	5.2	11	9	77	0	0	1	90	15	0	319
Sept.														
* Oct.														
Nov.														
Dec														
Yr to date	91.0	32.4	5.2	22.2	55	69	514	0	0	2	552	79	2	1790
2022 Goals	120.0	50.0	n/a	45-50	50-65	90	n/a	<10			n/a	n/a	n/a	n/a
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

Report to the District Board for the Regular Meeting of September 14, 2022

2017 Results	126.4	52	6	25	66	97	1265	8	2	3	700	178	61	3218
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* =

Including TOW

**= Including LAH and TOW



**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 – August 2022

	Basin PM Pipe Clean- ing	High Freq. PM Pipe Clean- ing	Un- Sche. Pipe Clean- ing	WBSD CCTV Insp.	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls
Month							Cat. 1	Cat. 2&3s	Call Outs
Temp Help	Miles	Miles	Miles	Miles	Qty.	Qty.			
January	0.1	0.7	0.0	1.7	5	0	0	0	0
February	1.2	0.2	0.2	1.1	5	0	0	1	0
March	1.5	0.3	0.1	1.3	5	0	0	0	0
April	0.0	1.6	0.3	0.0	4	0	0	0	0
May	1.5	1.6	0.0	0.8	4	0	0	0	0
June	3.0	0.5	0.1	0.5	4	0	0	0	0
July	1.2	0.5	0.0	0.9	4	0	0	0	0
*August 22	0.7	0.8	0.0	1.1	4	0	0	0	0
Sept.	1.6	1.3	0.1	0.9	4	0	0	0	0
Oct.	1.1	1.1	0.4	0.7	4	0	0	0	0
Nov.	0.4	1.3	0.0	1.1	4	0	0	1	1
Dec	0.5	0.7	0.5	0.1	4	0	0	0	0
** Yr to date	12.8	10.6	1.7	10.2	51	0	0	2	1
FY21/22Goals	13	16.8	n/a	9.3	52	n/a	n/a	n/a	n/a

* = August- Start of Contract



**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 – August 2022



Yearly Summary Report

8/1/2022
1:19 PM

Dates Between 9/1/2021 and 8/31/2022

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	0.0	0.0	0.0	0.0
February	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
March	0.00	0.2	0.0	0.0	8	0.0	0.0	0.0	1.0
April	0.00	0.0	0.0	1.1	10	0.0	0.0	0.0	0.0
May	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
June	0.00	0.3	0.0	0.0	8	0.0	0.0	0.0	0.0
July	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
August	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
September	0.00	0.3	0.0	0.0	12	0.0	0.0	0.0	0.0
October	0.00	0.0	0.0	0.0	9	0.0	0.0	0.0	0.0
November	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
December	4.43	0.0	0.0	0.0	10	0.0	0.0	0.0	0.0
Totals	4.43	0.6	0.0	1.1	105	0.0	0.0	0.0	1.0

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M E M O R A N D U M

October 22, 2021

TO: Board of Directors, West Bay Sanitary District
FROM: Tony Condotti, District Legal Counsel
RE: Resolution Authorizing District to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361

RECOMMENDATION: Adopt resolution authorizing District to continue the use of teleconferenced meetings pursuant to Assembly Bill 361.

BACKGROUND: On March 4, 2020, Governor Newsom issued a proclamation of State of Emergency in response to the developing COVID-19 pandemic. Due to the continued spread of the virus, the Governor issued Executive Order N-29-20 on March 17, 2020, which included a provision authorizing suspensions to the Ralph M. Brown Act's ("Brown Act") teleconferencing rules in order to facilitate virtual meetings while public health orders were in place.

On June 11, 2021, the Governor issued Executive Order N-08-21, which provided that the Brown Act teleconferencing suspensions would expire after September 30, 2021. On September 16, 2021, the Governor signed Assembly Bill 361 ("AB 361"), an urgency measure taking effect immediately, which amended the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology provided certain conditions are met.

DISCUSSION: AB 361 allows for teleconferenced meetings during a declared State of Emergency, as defined under the California Emergency Services Act, if one of the following circumstances apply: (1) State of local officials have imposed or recommended measures to promote social distancing; (2) The legislative body is meeting to determine whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) The legislative body has determined that, as a result of the emergency, meeting in person presents imminent risks to the health or safety of attendees.¹

The Governor's March 4, 2020 proclamation of State of Emergency is still in effect. Measures continue to exist that impose and recommend measures to promote social distancing. The California Department of Public Health recommends that individuals wear masks in indoor

¹ Cal. Gov't Code § 54953(e)(1)(A)-(C)

public settings.² Additionally, San Mateo County requires that face coverings continue to be worn in indoor settings for all individuals in the County.³

Moreover, in recent months, the highly transmissible delta variant has caused increases in positive cases and hospitalizations locally and throughout the State. According to the CDC, community transmission of COVID-19 in San Mateo County is moderate, however the nature of the pandemic is unpredictable and transmission rates have the potential to rise quickly. As such, holding meetings in person would present imminent risks to the health or safety of attendees due to the continued spread of COVID-19.

To continue teleconferenced meetings under AB 361, the Board of Directors will need to declare every thirty (30) days that it has reconsidered the circumstances of the State of Emergency and either (1) the State of Emergency continues to directly impact the ability of the members to meet safely in person; or (2) State or local health officials continue to impose or recommend measures to promote social distancing.⁴

FISCAL IMPACT: No significant fiscal impact.

² See CDPH, *Guidance for the Use of Face Coverings* (July 28, 2021), <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>.

³ See <https://cmo.smcgov.org/press-release/oct-7-2021-bay-area-health-officers-issue-criteria-lifting-covid-19-indoor-masking>.

⁴ Cal. Gov't Code § 54953(e)(3).

RESOLUTION NO. _____ (2022)

**IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT
COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

**A Resolution of the District Board of the West Bay Sanitary District
Authorizing Remote Teleconference Meeting of the Legislative Bodies of the
West Bay Sanitary District Pursuant to Brown Act Provisions**

The Board of Directors of the West Bay Sanitary District (“Agency”) does resolve as follows:

WHEREAS, the West Bay Sanitary District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of West Bay Sanitary District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and,

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting law, Government code Section 54950 et seq. (the “Brown Act”), provided certain requirements were met and followed; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 that clarified the suspension of the teleconferencing rules set forth in the Brown Act, and further provided that those provisions would remain suspended through September 30, 2021; and,

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 which provides that a legislative body subject to the Brown Act may continue to meet without fully complying with the teleconferencing rules in the Brown Act, provided that a State of Emergency is declared by the Governor pursuant to Government Code section 8625, and either state or local officials have imposed or recommended measures to promote social distancing, or the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees, and further requires that certain findings be made by the legislative body every thirty (30) days; and,

WHEREAS, the State of Emergency proclaimed by the Governor on March 4, 2020 remains in effect; and,

WHEREAS, California Department of Public Health (“CDPH”) and the federal Centers for Disease Control and Prevention (“CDC”) caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>); and,

WHEREAS, other variants of COVID-19 exist, and it is unknown at this time whether other variants may result in a new surge in COVID-19 cases; and,

WHEREAS, the CDC has established a “Community Transmission” metric with 4 tiers designed to reflect a community’s COVID-19 case rate and percent positivity; and,

WHEREAS, San Mateo County currently has a Community Transmission metric of “moderate” which indicates an elevated risk of transmission;

WHEREAS, due to the seriousness of the current pandemic situation, the CDPH has required that all unvaccinated persons wear facial coverings indoors, and the CDC and CDPH recommend that all persons, regardless of vaccination status, wear facial coverings indoors; and,

WHEREAS, the Board of Directors is empowered to take actions necessary to protect public, health, welfare and safety within the region; and,

WHEREAS, the District has an important governmental interest in protecting the health, safety and welfare of those who participate in meetings of the Board of Directors and other District committees; and,

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the Board of Directors deems it necessary to find that meeting in person for meetings of the Board of Directors and District committees and subcommittees would present imminent risks to the health or safety of attendees, and thus intends to invoke the provisions of AB 361 related to teleconferencing as provided in subdivision (e) of Government Code section 54953; and

WHEREAS, all teleconferenced meetings of the District Board of Directors and related committees or subcommittees shall comply with the requirements to provide the public with access to meetings as prescribed in paragraph (2) of subdivision (e) of Government Code section 54953;

WHEREAS, State of California and County of San Mateo health officials recommend various social distancing measures, including wearing mask indoors and limiting occupancies at meeting locations; and

WHEREAS, the Board of Directors does hereby find and determine that the above conditions create a heightened risk to the health and safety of attendees; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the West Bay Sanitary District does hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The Board of Directors finds that as a result of the ongoing proclaimed State of Emergency in California due to the COVID-19 pandemic, and COVID-19's continued spread, holding in person meetings of District legislative bodies would present imminent risks to the health or safety of attendees

Section 3. The General Manager and legislative bodies of West Bay Sanitary District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) thirty days from its adoption, or (ii) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of West Bay Sanitary District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a regular meeting thereof held on 14th day of September, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attest:

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

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

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Consider to Approve Resolution of Intention to Annex Certain Territory (0 Alpine Road. Portola Valley) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing

Background

This property will utilize a septic tank effluent pump (STEP) system; consequently this property must be annexed into the District's On-Site Wastewater Disposal Zone. The proponent shall be required to install a STEP system that will connect to the existing main on Old Alpine Road.

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

Analysis

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

Fiscal Impact

None.

Recommendation

The General Manager recommends that the District Board adopt the attached Resolution of Intention to Annex Certain Territory to the West Bay Sanitary District On-Site Wastewater Disposal Zone and request November 9, 2022 as the date of the public hearing.

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

RESOLUTION NO. _____(2022)

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

Lands of Pistol & Khorsand

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

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

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

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

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

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

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

In consideration of the foregoing findings and determinations,

IT IS RESOLVED by the District Board as follows:

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

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

Date: November 9, 2022
Time: 7:00 PM
Place: West Bay Sanitary District Offices
500 Laurel Street
Menlo Park, CA 94025

& via Zoom

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

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

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 14th day of September 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Attest:

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

**EXHIBIT A
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF KLEIN, LANZA, REED
URBANOWICZ, AND CARSTENS**

THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

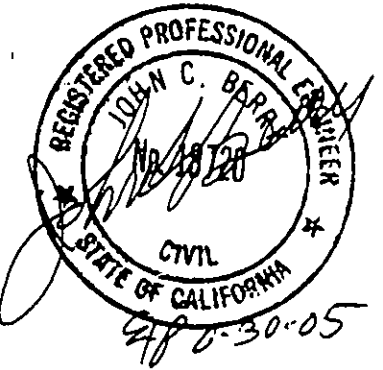
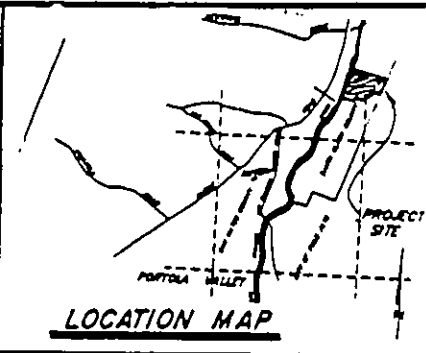
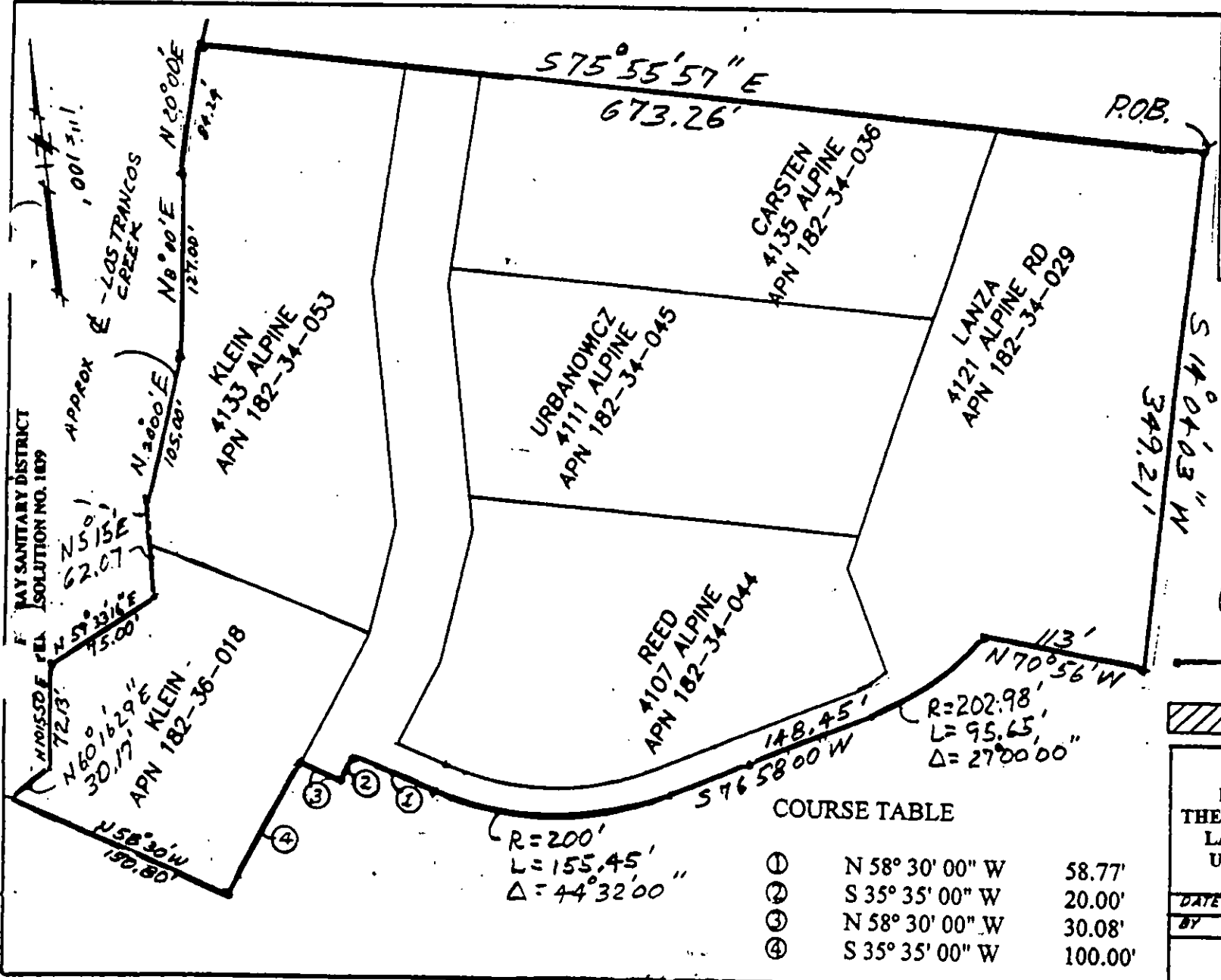
BEGINNING AT THE MOST NORTHEAST CORNER OF THAT CERTAIN 1.622 ACRE PARCEL AS SAID PARCEL IS SHOWN ON "RECORD OF SURVEY OF A PORTION OF RANCHO EL CORTE DE MADERA FOR ORA V. WALKER" RECORDED OCTOBER 20, 1961 IN BOOK 139 OF MAPS AT PAGE 27, RECORDS OF SANTA CLARA COUNTY; THENCE SOUTH 14° 04' 03" WEST 349.21 FEET; THENCE NORTH 70° 56' 00" WEST 113.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, THROUGH WHICH A RADIAL LINE BEARS NORTH 40° 02' 00" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF A 202.98 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 27° 00' 00" AN ARC DISTANCE OF 95.65 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH 76° 58' 00" WEST 148.45 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF A 200 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 44° 32' 00", AN ARC DISTANCE OF 155.45 FEET; THENCE TANGENT TO LAST SAID CURVE, NORTH 58° 30' 00" WEST 58.77 FEET; THENCE SOUTH 35° 35' 00" WEST 20.00 FEET; THENCE NORTH 58° 30' 00" WEST 30.08 FEET; THENCE SOUTH 35° 35' WEST 100.00 FEET; THENCE NORTH 58° 30' WEST 150.80 FEET TO THE CENTERLINE OF LOS TRANCOS CREEK; SAID LINE ALSO BEING THE EASTERLY BOUNDARY OF WEST BAY SANITARY DISTRICT PER RESOLUTION NO. 1039, RECORDED DECEMBER 8, 1986; THENCE ALONG SAID EASTERLY BOUNDARY OF WBSD AND SAID CENTERLINE OF LOS TRANCOS CREEK NORTH 60° 16' 29" EAST 30.17 FEET; THENCE NORTH 10° 15' 50" EAST 72.13 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY OF WBSD NORTH 59° 33' 16" EAST 75.00 FEET; THENCE NORTH 05° 15' 00" EAST 62.07 FEET; THENCE NORTH 20° 00' EAST 105.00 FEET; THENCE NORTH 8° 00' EAST 127.00 FEET; THENCE NORTH 20° 00' EAST 84.24 FEET; THENCE LEAVING SAID CENTERLINE OF LOS TRANCOS CREEK SOUTH 75° 55' 57" EAST 673.26 FEET TO THE POINT OF BEGINNING.

SAID LANDS INCLUDE A 50-FOOT RIGHT OF WAY FOR OLD ALPINE ROAD AS SAID DEDICATION IS SHOWN ON AFORESAID RECORD OF SURVEY.

CONTAINING 7.10 ACRES, MORE OR LESS

APN'S 182-36-018 ✓ 182-34-036 - SB 046
182-34-053 ✓ 182-34-044 ✓
182-34-045 ✓ 182-34-029 ✓





BOUNDARY LINE OF PROPOSED ANNEXATION

PROPOSED ANNEXATION

COURSE TABLE

①	N 58° 30' 00" W	58.77'
②	S 35° 35' 00" W	20.00'
③	N 58° 30' 00" W	30.08'
④	S 35° 35' 00" W	100.00'

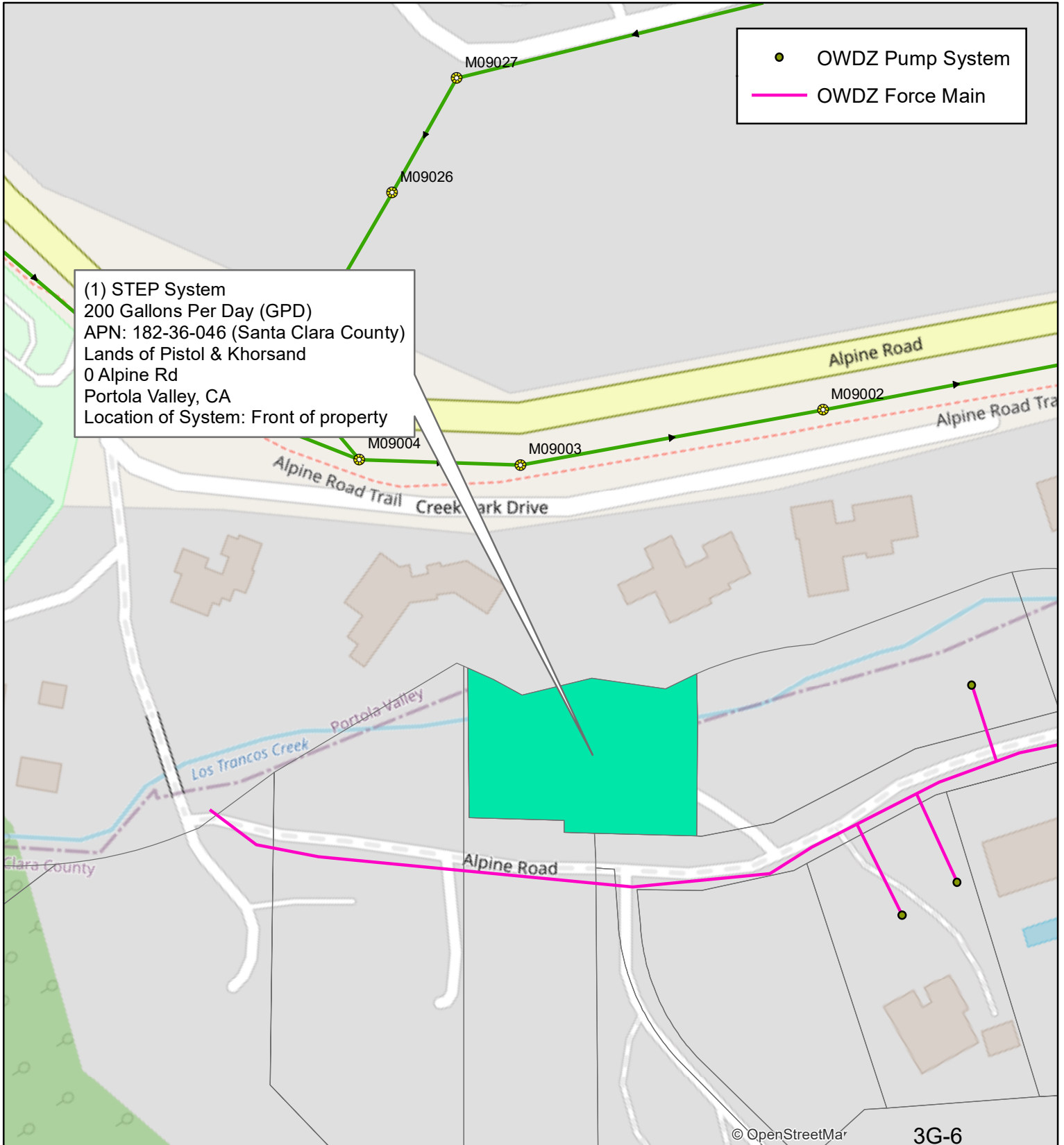
EXHIBIT A
 PROPOSED ANNEXATION TO
 THE WEST BAY SANITARY DISTRICT
 LANDS OF KLEIN, LANZA, REED
 URBANOWICZ, AND CARSTENS

DATE 3/8/05 SCALE

BY



WEST BAY SANITARY DISTRICT
EXHIBIT "B"
SITE LOCATION
0 ALPINE RD
PORTOLA VALLEY, CA
GRINDER SYSTEM



Please record with fee (Gov. Code Sec. 0103)
and send back to LAFCO Clerk, 10th Floor

CONFORMED COPY: This document has
not been compared with the original.
SANTA CLARA COUNTY CLERK-RECORDER

**LOCAL AGENCY FORMATION COMMISSION
SANTA CLARA COUNTY**
www.santaclara.lafco.ca.gov
County Government Center, 11th Floor, East Wing
70 West Hedding Street, San Jose, CA 95110
Tel. (408) 299-5127 Fax: (408) 295-1613
Neelima Palacherla, Executive Officer

Doc#: 16321728
6/19/2002 3:19 PM

ENDORSED COPY

CERTIFICATE OF COMPLETION

I, Neelima Palacherla, Executive Officer of the Santa Clara Local Agency Formation Commission, issue this Certificate of Completion pursuant to Government Code Section 57200 and 57201.

I hereby certify that I have examined the Resolution for Annexation attached hereto, entitled Resolution of the Local Agency Formation Commission of the County of San Mateo Making Determinations, Amending the Sphere of Influence of the West Bay Sanitary District and Approving the Annexation of the Lands of Conroe, Gerst *et al* to the West Bay Sanitary District, Waiving Conducting Authority Proceedings and Ordering Said Annexation, Resolution No. 939, adopted by the San Mateo County Local Agency Formation Commission on May 15, 2002.

The name of the District is **West Bay Sanitary District**.


The change of organization completed is an **ANNEXATION** to the West Bay Sanitary District of 25.04 acres consisting of fourteen (14) parcels located along Los Trancos Creek Road in Santa Clara County. The Resolution, along with the maps and legal descriptions of the boundaries of the annexation are attached hereto.

The title of the proceeding is **2002 Sphere of Influence Amendment and Annexation, Lands of Conroe, Gerst et al**.

San Mateo County is the principal county for West Bay Sanitary District. Resolution No. 939 is being filed in Santa Clara County, as well as in San Mateo County, because the affected area of the annexation lies solely in Santa Clara County.

I declare under penalty of perjury in the State of California that the foregoing is true and correct.

Date: 06/19/02



Neelima Palacherla, Executive Officer
LAFCO of Santa Clara County

Attachment: San Mateo LAFCO Resolution No. 939

Commissioners: Blanca Alvarado, Donald F. Gage, Suzanne Jackson, Linda LeZotte, Susan Vicklund Wilson
Commission Secretary: (408) 299-5088

3G-7

RESOLUTION NO. 939

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, AMENDING THE SPHERE OF INFLUENCE
OF THE WEST BAY SANITARY DISTRICT AND
APPROVING THE
ANNEXATION OF THE LANDS OF CONROE, GERST ET AL.
TO THE WEST BAY SANITARY DISTRICT,
WAIVING CONDUCTING AUTHORITY PROCEEDINGS
AND ORDERING SAID ANNEXATION**

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 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 at the time noticed thereof, 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, annexation of certain parcels is not consistent with existing district sphere of influence and it is appropriate that the Commission consider amendment of the sphere in connection with this proposal; and

WHEREAS, the landowners and District have requested that the Commission waive conducting authority proceedings pursuant to government code Section 56663; and

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

Section 1. The West Bay Sanitary District sphere of influence is hereby amended to include the territory shown in Exhibit 1.

Section 2. The statement of determinations required by Government Code Section 56425 are as follows:

1) The present and planned land uses in the area, including agricultural and open space lands.

The present and planned land uses in the area are residential in nature with a County General Plan designation of Hillside and a city general plan designation of "Open Space District" which permits residential development.

(2) The present and probable need for public facilities and services in the area.

The area is an unincorporated, residential area and as reported by Santa Clara County Environmental Health, is characterized by high ground water and slopes making use of septic systems problematic. Future demand for services would increase as additional development occurs consistent with, and limited by City and County adopted general plans and zoning regulations.

- (3) The present capacity of public facilities and adequacy of public services which the agency provides or is authorized to provide.

The City of Palo Alto is the next nearest sewer provider in the area but the area is physically separated from the City and the City cannot extend sewer service. West Bay Sanitary District is a regional sewer provider already serving adjacent areas and has indicated that it has sewage treatment capacity.

- (4) The existence of any social or economic communities of interest in the area if the Commission determines they are relevant to the agency.

This residential neighborhood south of Los Trancos Creek can be identified as a community of interest in that the area is accessed from the Town of Portola Valley and served by the same water provider. West Bay Sanitary District is already serving adjacent areas including other residential parcels in Santa Clara County along the Creek.

Section 3. This proposal is approved subject to the following conditions:

- a) submittal of revised maps and legal descriptions which meet the requirements of the State Board of Equalization and the County of Santa Clara Surveyor.

Section 4. The boundaries as set forth in the application are hereby approved as submitted and are as described in Exhibit "2" attached hereto and by this reference incorporated herein.

Section 5. The territory consists of 25.04 acres, is found to be inhabited, and is assigned the following distinctive short form designation: Annexation of the Lands of Conroe, Gerst et al. to the West Bay Sanitary District.

Section 6. Subsequent annexation of the territory to West Bay Sanitary District On-Site Wastewater Disposal Zone if required is hereby approved.

Section 7. Conducting authority proceedings are hereby waived in accordance with Government Code Section 56663 and this annexation is hereby ordered.

Regularly passed and adopted this 15th day of May, 2002.

Ayes and in favor of said resolution:

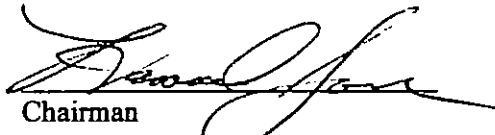
Commissioners: Duane Bay
Robert Craig (Alt)
Rich Gordon
Rose Jacobs Gibson (Alt)
Marguerite Kaufman
Sepi Richardson
Howard Jones

Noes and against said resolution:

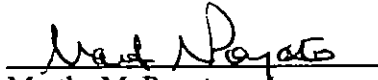
Commissioners: none _____

~~Absent and/or Abstentions:~~

Commissioners: Iris Gallagher, Jerry Hill


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

ATTEST:


 Martha M. Poyatos
 Executive Officer
 Local Agency Formation Commission

Date: 5/16/02

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

Date: 5/16/02


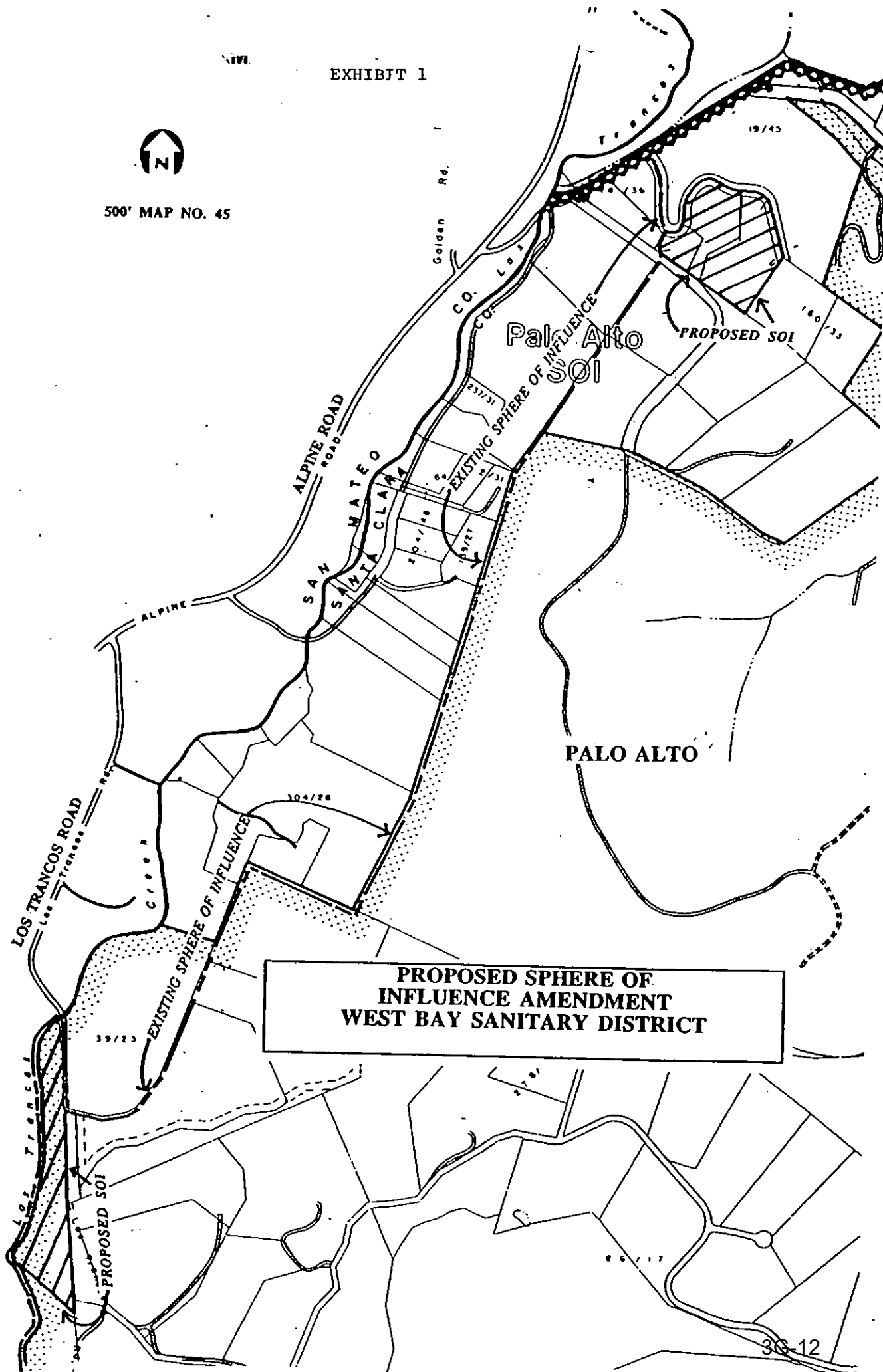

 Martha Poyatos
 Clerk to the Commission

EXHIBIT 1



500' MAP NO. 45



**PROPOSED SPHERE OF INFLUENCE AMENDMENT
WEST BAY SANITARY DISTRICT**

Brian Kangas Foulk

Engineers • Surveyors • Planners

January 31, 2001

BKF Job No. 19990196-10

**LEGAL DESCRIPTION OF
AREA TO BE ANNEXED TO
WEST BAY SANITARY DISTRICT**

All that real property situate in the City of Palo Alto, Santa Clara County, State of California, being all of the Lands of Conroe as said lands are described in that certain grant deed filed for record as Document No. 14311804 on July 31, 1998, Santa Clara County Records, being bounded on the south by the Lands of Conroe as said lands are described in that certain grant deed filed for record as Document No. 10786687 on January 23, 1991, Santa Clara County Records and the West Bay Sanitary District as described in Resolution No. 1166 and adopted in 1990, on the west by the centerline of Los Trancos Creek and the Lands of Woods as said creek and said lands are described in that certain grant deed filed for record as Document No. 85057917 on June 11, 1985, San Mateo County Records, on the east by the Lands of Lehmann as said lands are described in that certain grant deed filed for record as Document No. 14249354 on June 24, 1998, the Lands of Brady and McGowan as said lands are described in that certain grant deed filed for record as Document No. 15079834 on December 6, 1999, the Lands of McNealy as lands are described in that certain grant deed filed for record as Document No. 15206826 on April 7, 2000, Santa Clara County Records, and being more particularly described as follows:

BEGINNING at the intersection of the most northerly corner of the West Bay Sanitary District as shown on said Resolution No. 1166, the centerline of Los Trancos Creek, and the most southerly corner of the Land of Woods as said creek and lands are shown on that certain map entitled "Portola Valley Ranch 4," filed for record on December 1, 1981 in Volume 106 of Maps at pages 26 through 32, inclusive, San Mateo County Records; thence northeasterly along the centerline of said creek and the most easterly line of the Lands of Woods as said lands are described in said deed North 37°57'56" East, a distance of 117.55 feet; thence North 21°07'07" East, a distance of 168.03 feet; thence North 19°18'05" East, a distance of 64.62 feet; thence North 07°39'56" East, a distance of 172.30 feet; thence North 01°29'20" West, a distance of 448.86 feet; thence North 10°36'36" East, a distance of 243.74 feet to the most northwesterly corner of the Land of Lehmann as said lands are described in said deed; thence southerly along the westerly line of said lands South 07°30'00" East, a distance of 222.42 feet; thence South 02°30'00" East, a distance of 195.00 feet to the most southwestly corner of said lands; thence continuing along said westerly line South 02°30'00" East, a distance of 500.00 feet to the most southwestly corner of the Lands of Brady and McGowan as said lands


12.11.01
OK

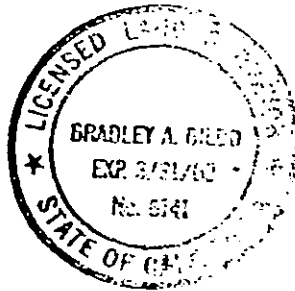
7/11/01

WBSD EXHIBIT A1 (PAGE 2)

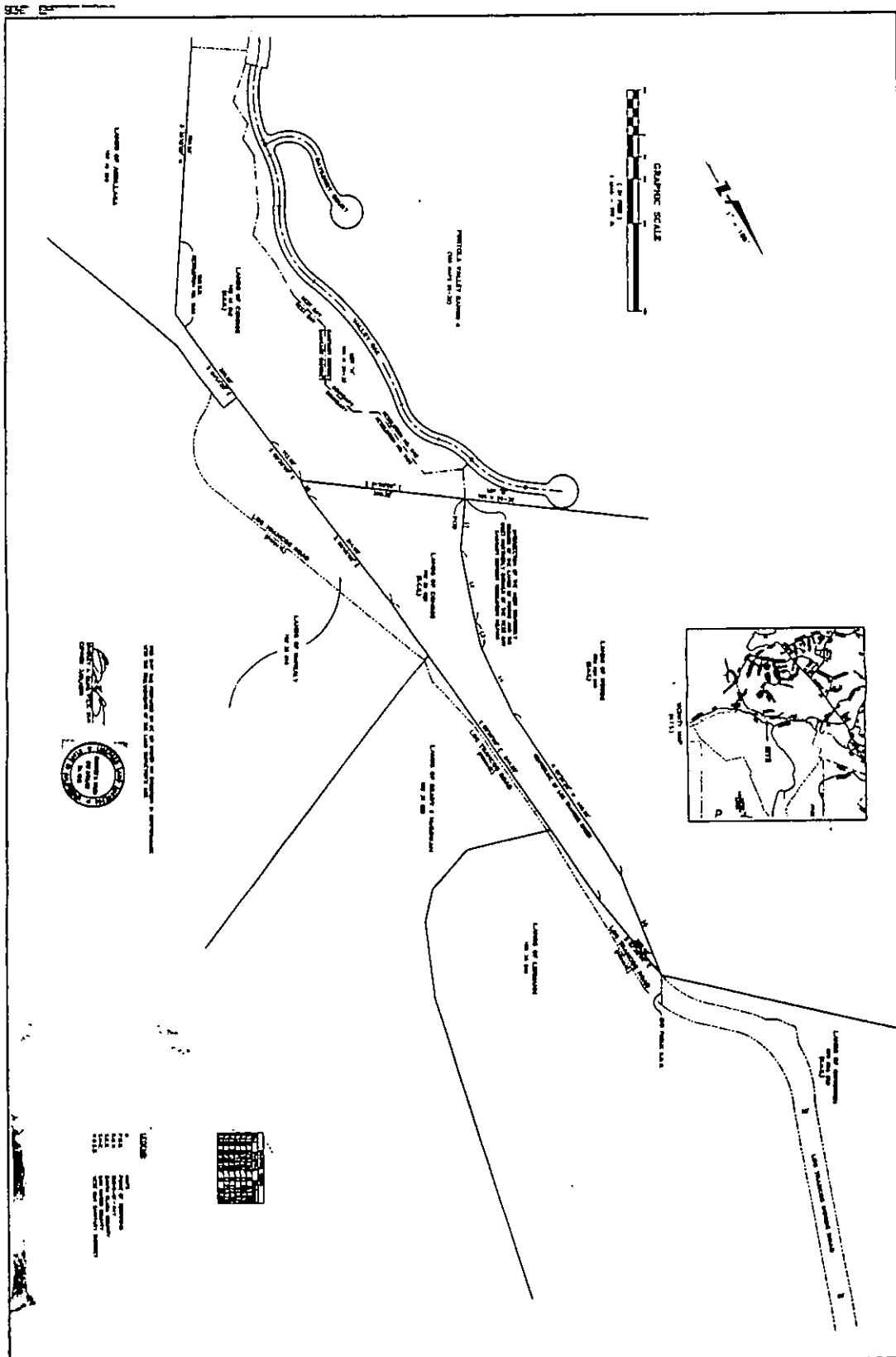
are described in said deed; thence continuing along said westerly line South 02°30'00" East, a distance of 149.20 feet; thence South 05°45'00" East, a distance of 314.00 feet; thence South 06°28'00" West, a distance of 39.00 feet to the most southerly corner of the Lands of Conroe as described in said deed and the most northeasterly corner of the West Bay Sanitary District as adopted and described in Resolution No. 1166; thence leaving said westerly line and northwesterly along the most southerly line of the Lands of Conroe as described in said deed and the most northerly line of said West Bay Sanitary District North 51°00'00" West, a distance of 390.32 feet to the POINT OF BEGINNING and containing an area of 3.54635 acres, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's act.


Bradley A. Bilbo, P.L.S. 6141
Expires: 3/31/2002
K:\Main\1999\990196\Legals\Conroe.doc



January 31, 2001
Dated



**AREA TO BE ANNEXED TO
WEST BAY SANITARY DISTRICT
THE LANDS OF CONROE**

PALO ALTO
SANTA CLARA
CALIFORNIA

Brian Kangas Fouk
Engineers • Surveyors • Planners

240 FINE AVENUE
SANTA CLARA, CA 95050
408/251-1200
408/251-1200 (FAX)

© Brian Kangas Fouk

**EXHIBIT A
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF GERST**

**THAT CERTAIN PARCEL OF LAND IN THE COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:**

**ALL OF PARCEL 1 AS SAID PARCEL IS SHOWN ON THAT CERTAIN
RECORD OF SURVEY OF "LAND OF A.T. ATTERBURY" RECORDED
SEPTEMBER 14, 1956 IN BOOK 74 OF MAPS AT PAGE 36, SANTA CLARA
COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:**

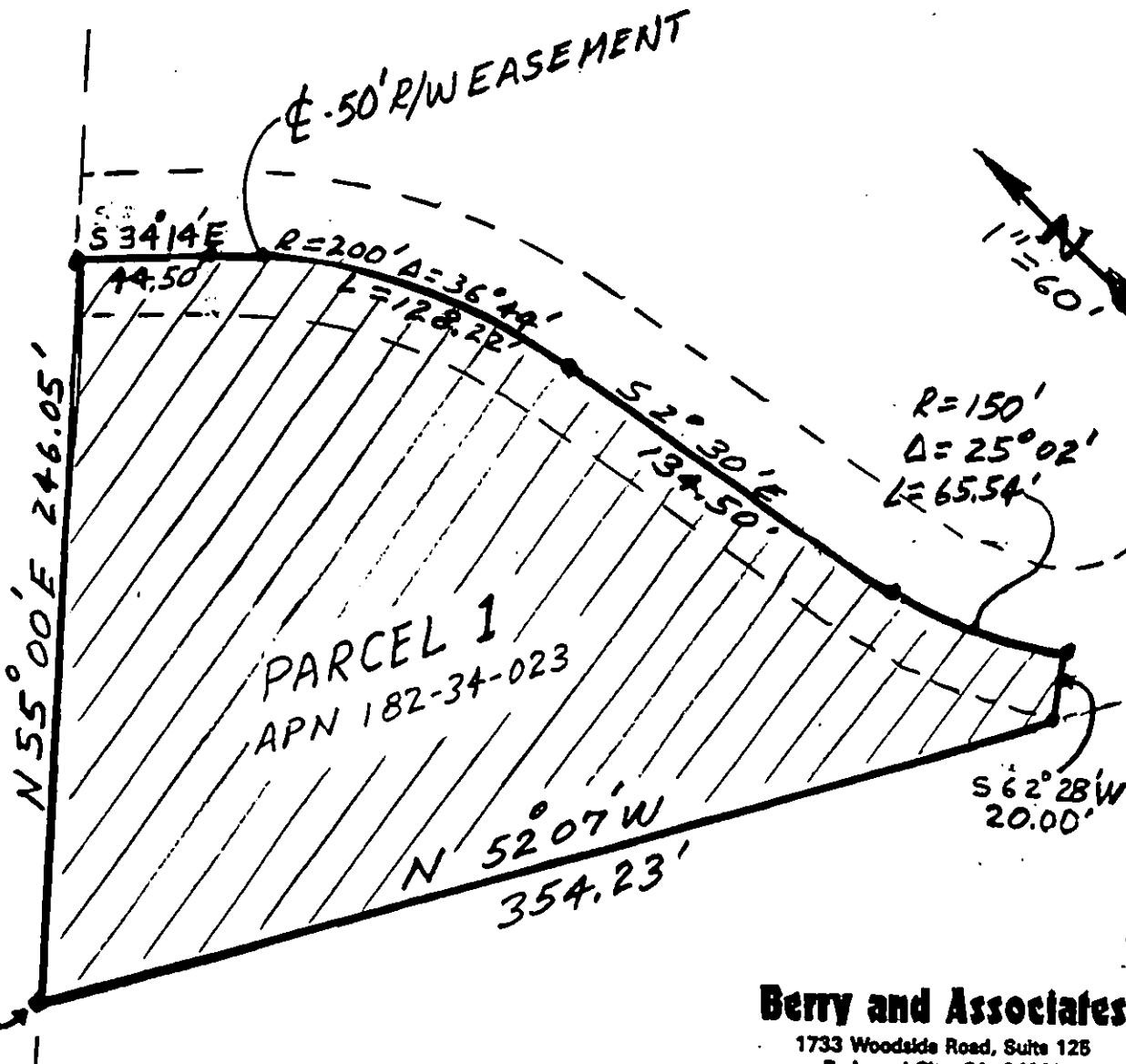
**BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1 AS
SHOWN ON SAID MAP, THENCE ALONG THE EASTERLY LINE OF
ARASTRADERO ROAD (40-FOOT WIDE) NORTH 55° 00' EAST 246.05 FEET;
THENCE LEAVING SAID EASTERLY LINE OF ARASTRADERO ROAD
SOUTH 34° 14' EAST 44.50 FEET TO THE BEGINNING OF A TANGENT
CURVE, CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF A
220-FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 36° 44' AN
ARC DISTANCE OF 128.22 FEET; THENCE TANGENT TO LAST SAID
CURVE SOUTH 2° 30' EAST 134.50 FEET TO THE BEGINNING OF A
TANGENT CURVE, CONCAVE TO THE NORTHEAST; THENCE ALONG THE
ARC OF A 150-FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF
25° 02' AN ARC DISTANCE OF 65.54 FEET; THENCE LEAVING SAID CURVE
SOUTH 62° 28' WEST 20.00 FEET; THENCE NORTH 52° 07' WEST 354.23 FEET
TO THE POINT OF BEGINNING.**

CONTAINING 1.1778 ACRES, MORE OR LESS.

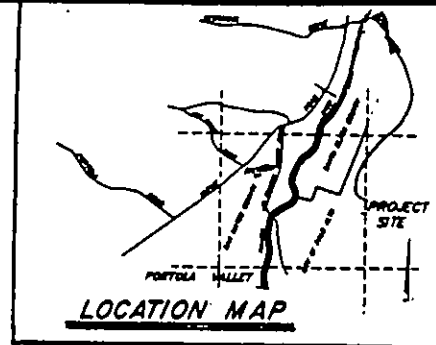
APN 182-34-023



ARASTRADERO ROAD
(40' WIDE)



PARCEL 1
APN 182-34-023





 PROPOSED ANNEXATION
 BOUNDARY LINE OF PROPOSED ANNEXATION

EXHIBIT B
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF GERST

DATE 3/8/02	SCALE
BY	

Berry and Associates
1733 Woodside Road, Suite 125
Redwood City, CA 94061
Phone: 650/368-0790 FAX: 650/308-1048

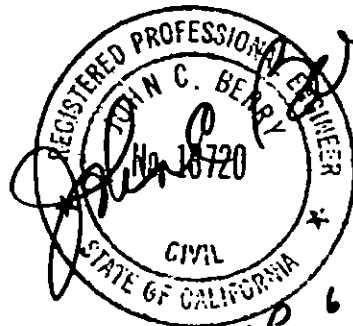
**EXHIBIT A
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF WINCHELL**

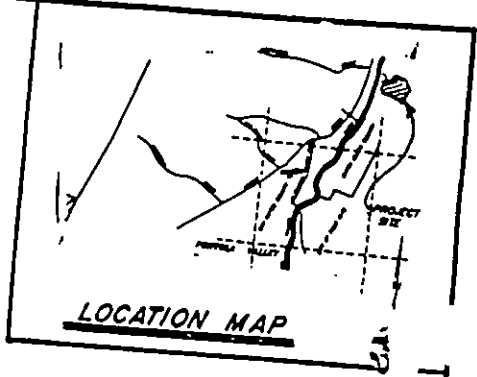
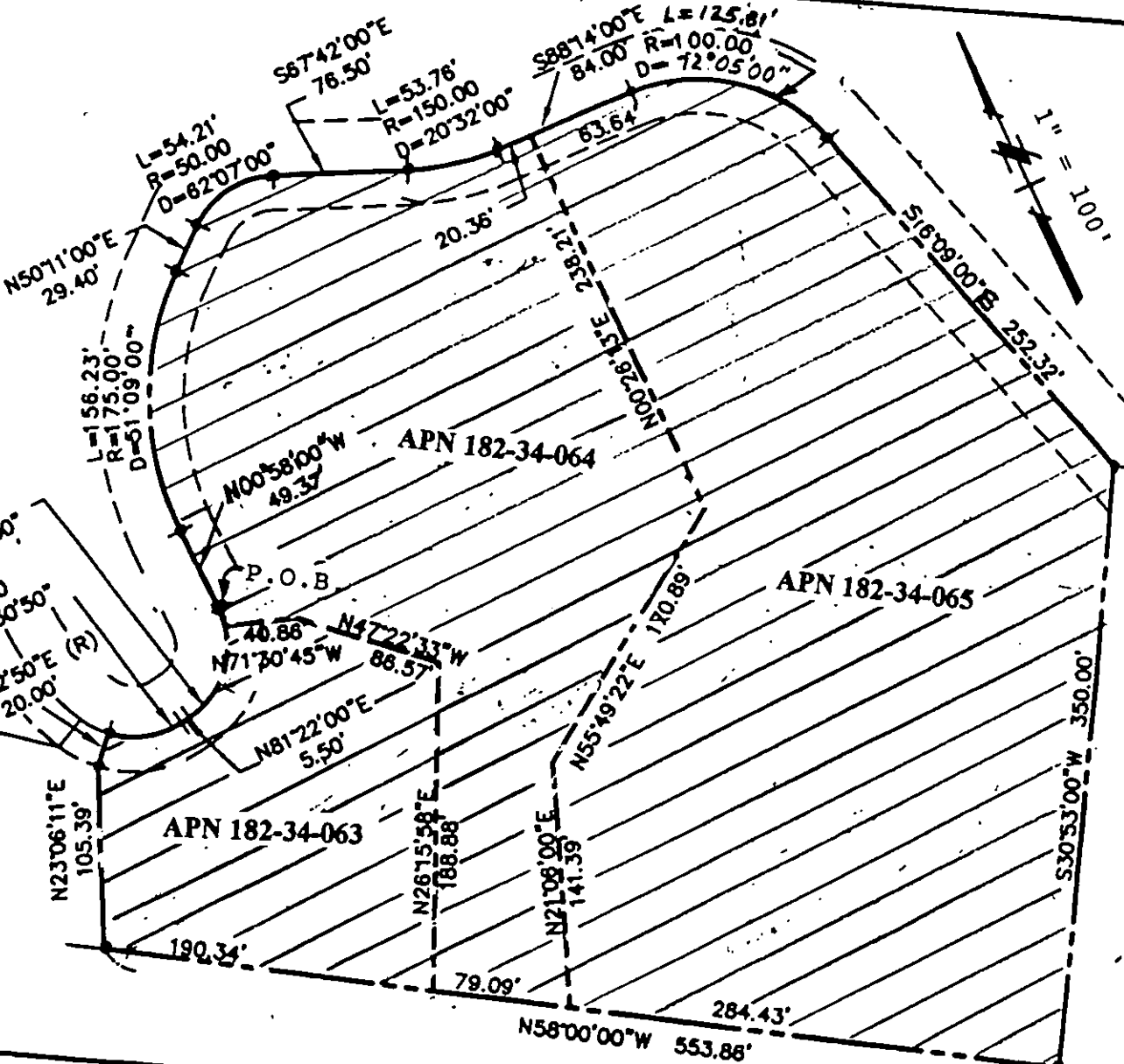
THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THAT CERTAIN 5.0119 ACRE LOT AS SHOWN ON THE MAP ENTITLED "RECORD OF SURVEY OF A PORTION OF EL CORTE MADERA RANCHO, SANTA CLARA COUNTY", RECORDED IN BOOK 19 OF MAPS AT PAGE 45, SANTA CLARA COUNTY RECORDS SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 00° 58' 00" EAST, 49.37 FEET ON SAID MAP; THENCE NORTH 00° 58' 00" WEST 49.37 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 51° 09' 00", AN ARC DISTANCE OF 156.23 FEET; THENCE NORTH 50° 11' 00" EAST 29.40 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 62° 07' 00", AN ARC DISTANCE OF 54.21 FEET; THENCE SOUTH 67° 42' 00" EAST 76.50 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 20° 32' 00", AN ARC DISTANCE OF 53.76 FEET; THENCE SOUTH 88° 14' 00" EAST 84.00 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 72° 05' 00", AN ARC DISTANCE OF 125.81 FEET; THENCE SOUTH 16° 09' 00" EAST 252.32 FEET; THENCE SOUTH 30° 53' 00" WEST 350.00 FEET; THENCE NORTH 58° 00' 00" WEST 553.86 FEET; THENCE NORTH 23° 06' 11" EAST 105.39 FEET; THENCE NORTH 41° 52' 50" EAST 20.00 FEET TO A POINT OF CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 41° 52' 50" WEST; THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 50° 30' 50" AN ARC DISTANCE OF 44.08 FEET; THENCE NORTH 81° 22' 00" EAST 5.50 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 82° 20' 00", AN ARC DISTANCE OF 71.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.93 ACRES, MORE OR LESS.

APN'S 182-34-063
182-34-064
182-34-065





BOUNDARY LINE OF PROPOSED ANNEXATION
 PROPOSED ANNEXATION

EXHIBIT B
 PROPOSED ANNEXATION TO
 THE WEST BAY SANITARY DISTRICT
 LANDS OF WINCHELL

DATE 3/8/02	SCALE
BY	

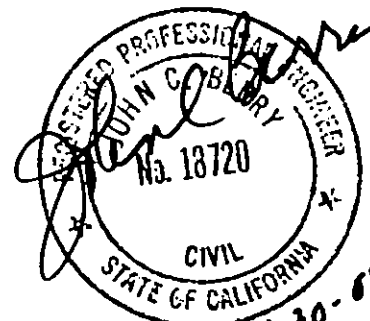
**EXHIBIT A
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF WATERMAN**

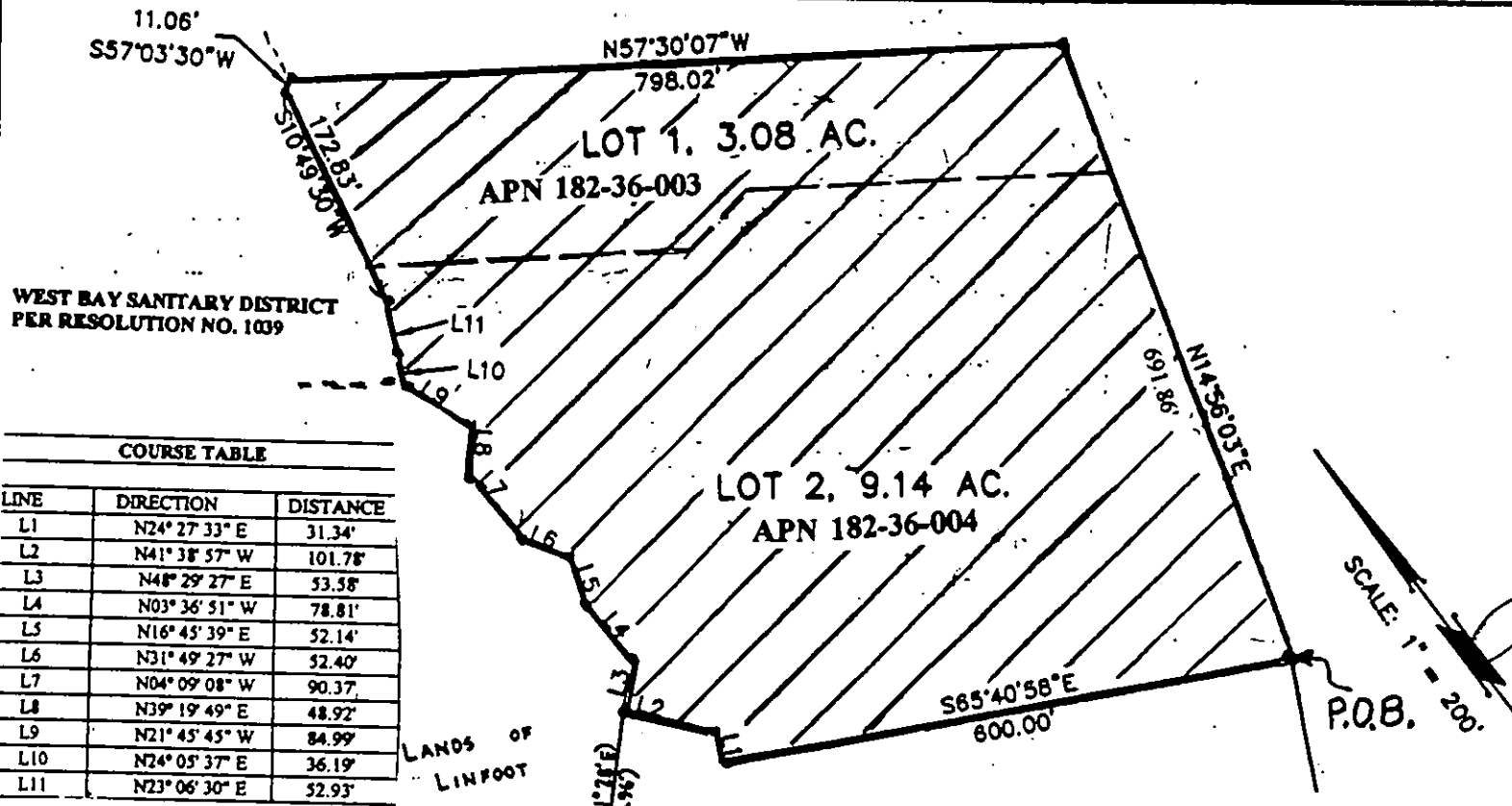
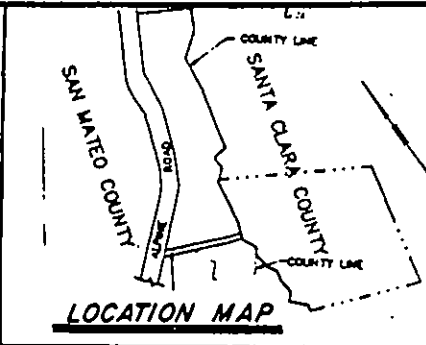
**THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 2 AS SHOWN
ON THE CERTIFICATE OF COMPLIANCE RECORDED MARCH 22, 1996 IN
BOOK P255, PAGES 429-431, IN THE OFFICE OF THE COUNTY RECORDER
OF SANTA CLARA COUNTY, (SAID CORNER ALSO BEING ON THE MOST
NORTHERLY BOUNDARY OF WEST BAY SANITARY DISTRICT PER
RESOLUTION NO. 898, RECORDED 1-20-99). THENCE FROM SAID POINT
OF BEGINNING ALONG SAID NORTHERLY BOUNDARY OF WBSD,
NORTH 65° 40' 58" WEST 600.00 FEET; THENCE NORTH 24° 27' 33" EAST
31.34 FEET; THENCE NORTH 41° 38' 57" WEST 101.78 FEET; THENCE
LEAVING SAID BOUNDARY LINE OF WBSD NORTH 48° 29' 27" EAST 53.58
FEET; THENCE NORTH 03° 36' 51" WEST 78.81 FEET; THENCE NORTH 16°
45' 39" EAST 52.14 FEET; THENCE NORTH 31° 49' 27" WEST 52.40 FEET;
THENCE NORTH 04° 09' 08" WEST 90.37 FEET; THENCE NORTH 39° 19' 49"
EAST 48.92 FEET; THENCE NORTH 21° 45' 45" WEST 84.99 FEET; THENCE
NORTH 24° 05' 37" EAST 36.19 FEET TO A POINT IN THE EASTERLY
BOUNDARY OF WEST BAY SANITARY DISTRICT PER RESOLUTION NO.
1039, RECORDED DECEMBER 8, 1986; THENCE ALONG SAID EASTERLY
BOUNDARY OF WBSD NORTH 23° 06' 30" EAST 52.93 FEET; THENCE
NORTH 10° 49' 30" EAST 172.83 FEET; THENCE NORTH 57° 03' 30" EAST
11.06 FEET; THENCE LEAVING SAID WBSD BOUNDARY SOUTH 57° 30' 07"
EAST 798.02 FEET; THENCE SOUTH 14° 56' 03" WEST 691.86 FEET TO THE
POINT OF BEGINNING.**

CONTAINING 12.22 ACRES, MORE OR LESS

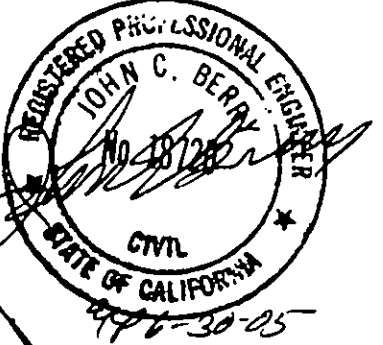
**APN'S 182-36-003
182-36-004**





COURSE TABLE

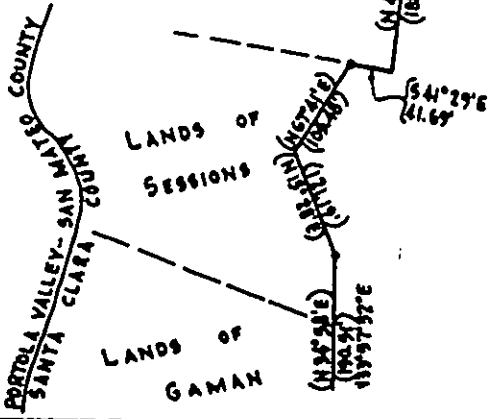
LINE	DIRECTION	DISTANCE
L1	N24° 27' 33" E	31.34'
L2	N41° 38' 57" W	101.78'
L3	N48° 29' 27" E	53.58'
L4	N03° 36' 51" W	78.81'
L5	N16° 45' 39" E	52.14'
L6	N31° 49' 27" W	52.40'
L7	N04° 09' 08" W	90.37'
L8	N39° 19' 49" E	48.92'
L9	N21° 45' 45" W	84.99'
L10	N24° 05' 37" E	36.19'
L11	N23° 06' 30" E	52.93'



SCALE: 1" = 200'
P.O.B.

WEST BAY SANITARY DISTRICT
PER RESOLUTION NO. 898

BOUNDARY LINE OF PROPOSED ANNEXAT
PROPOSED ANNEXATION



Berry and Associates
1733 Woodside Road, Suite 125
Redwood City, CA 94081
Phone: 650/208-0780 FAX: 650/208-1048

EXHIBIT B
PROPOSED ANNEXATION TO THE WEST BAY SANITARY DISTRICT LANDS OF WATERMAN

DATE 5/8/02 SCALE _____
BY _____

**EXHIBIT A
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF WESTALL**

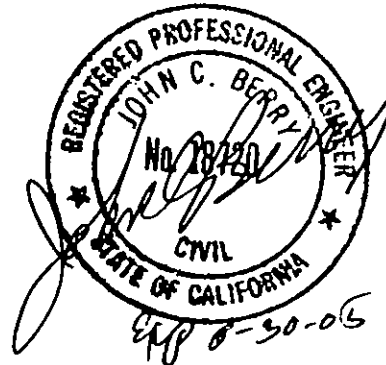
**THAT CERTAIN PARCEL OF LAND IN THE COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:**

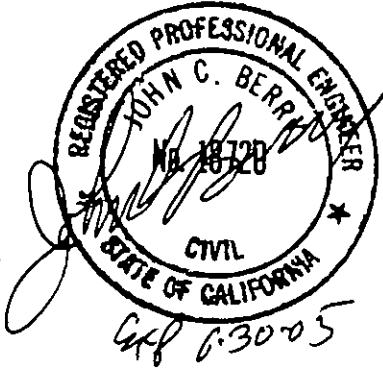
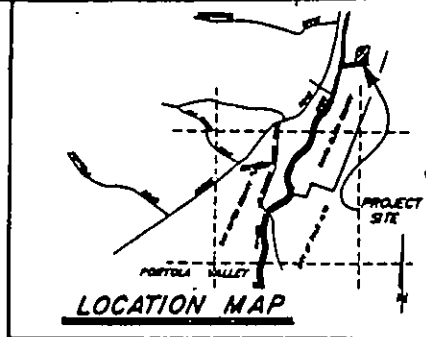
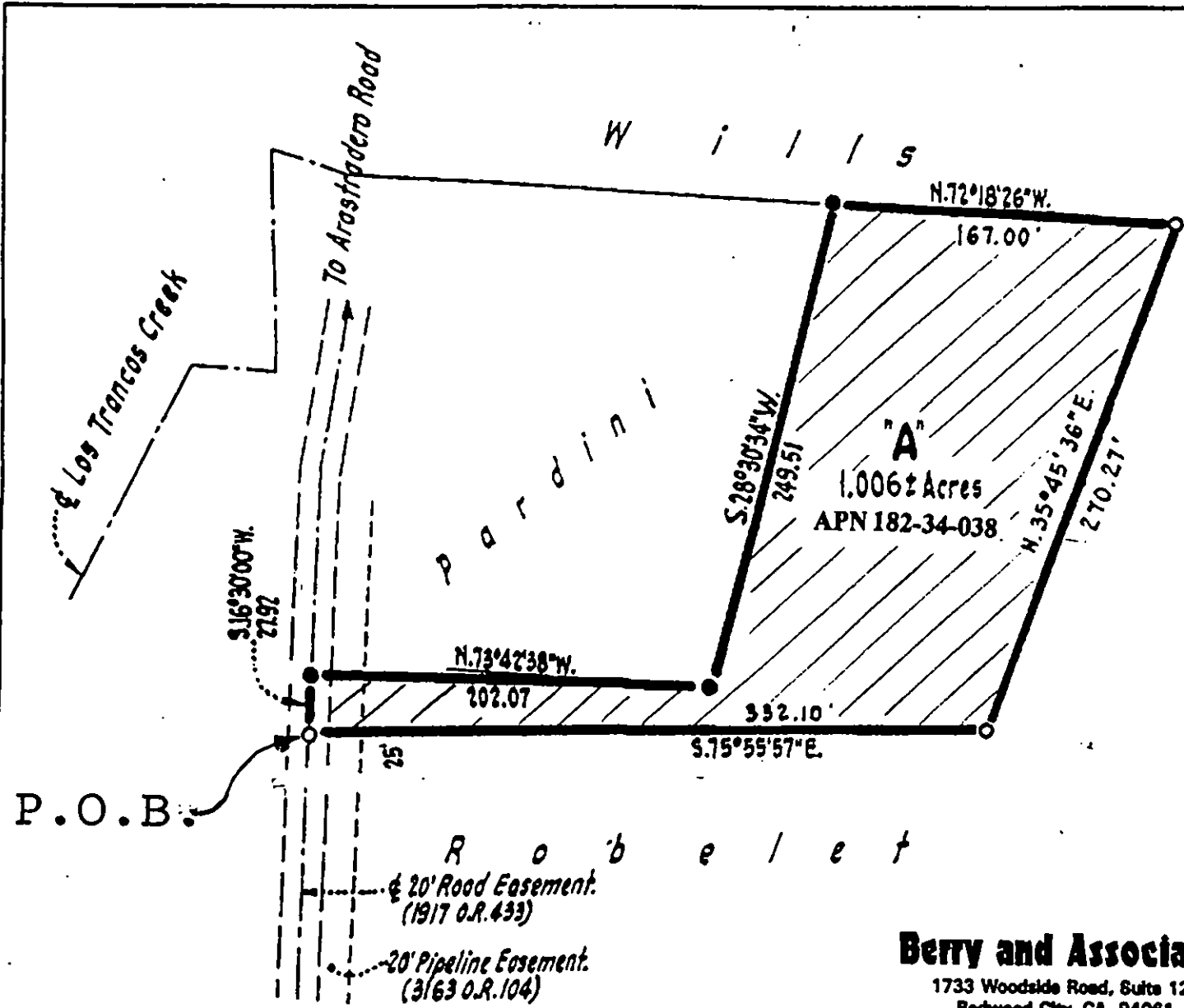
**ALL OF PARCEL "A" AS SAID PARCEL IS SHOWN ON THAT CERTAIN
"RECORD OF SURVEY OF A PORTION OF RANCHO EL CORTE DE
MADERA FOR DWIGHT F. BECHTOLD" RECORDED JANUARY 28, 1964 IN
BOOK 172 OF MAPS AT PAGE 31, RECORDS OF SANTA CLARA COUNTY,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL "A" AS
SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 75° 55' 57" EAST
332.10 FEET; THENCE NORTH 35° 45' 36" EAST 270.27 FEET; THENCE
NORTH 72° 18' 26" WEST 167.00 FEET; THENCE SOUTH 28° 30' 34" WEST
249.51 FEET; THENCE NORTH 73° 42' 38" WEST 202.07 FEET; THENCE
SOUTH 16° 30' 00" WEST 27.92 FEET TO THE POINT OF BEGINNING.**

CONTAINING 1.006 ACRES, MORE OR LESS

APN 182-34-038







 PROPOSED ANNEXATION
 BOUNDARY LINE OF PROPOSED ANNEXATION

EXHIBIT B PROPOSED ANNEXATION TO THE WEST BAY SANITARY DISTRICT LANDS OF WESTFALL	
DATE 5/15/02	SCALE
BY	

Berry and Associates
 1733 Woodside Road, Suite 125
 Redwood City, CA 94061
 Phone: 650/398-0780 FAX: 650/308-1048

**EXHIBIT A
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF KLEIN, LANZA, REED
URBANOWICZ, AND CARSTENS**

THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

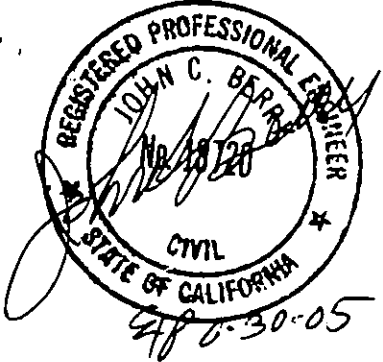
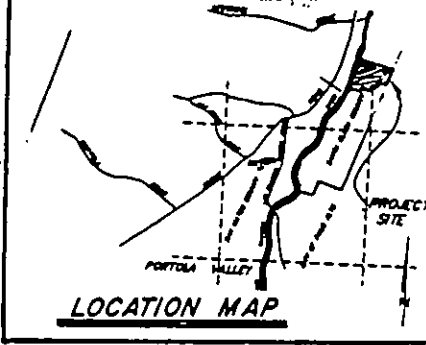
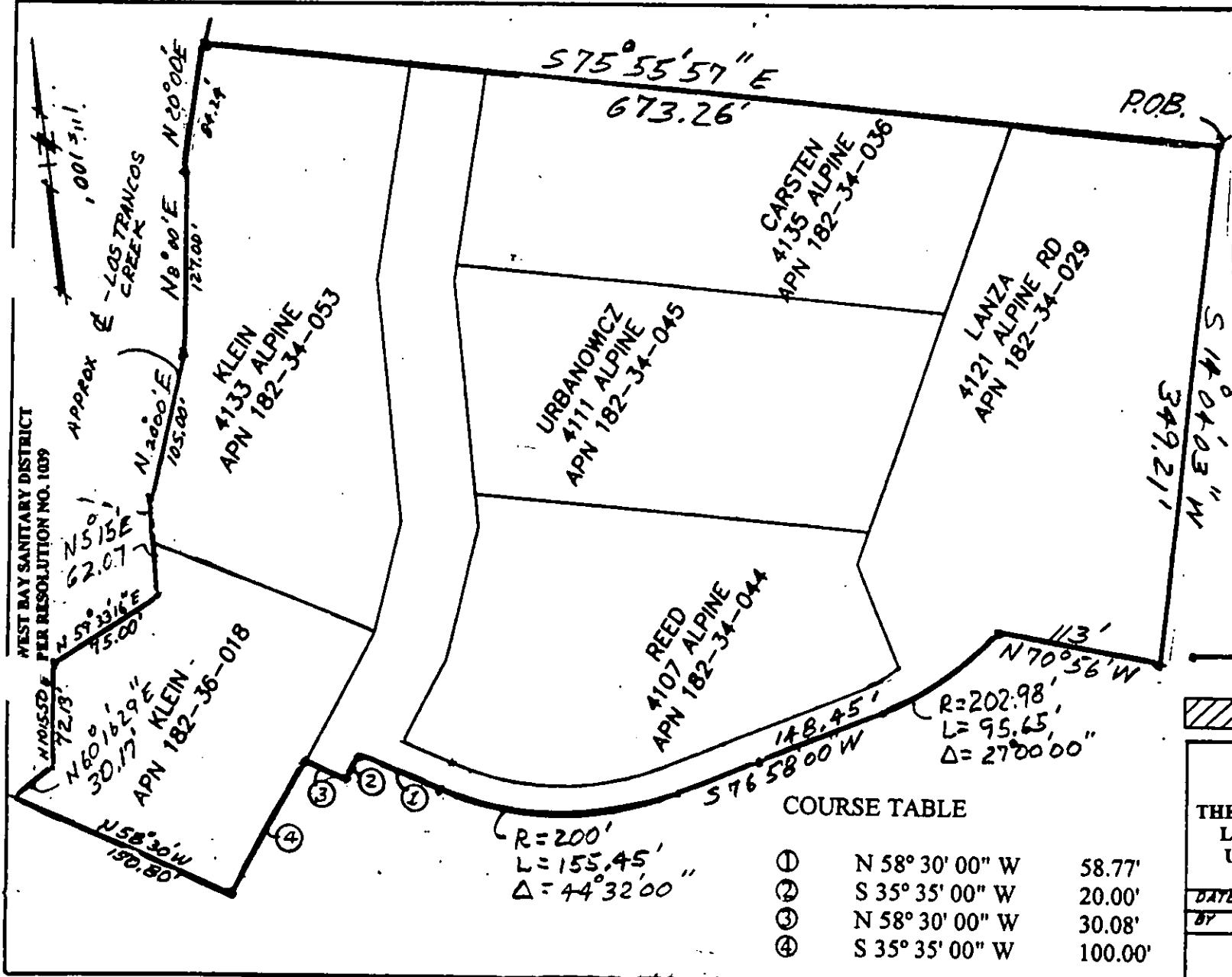
BEGINNING AT THE MOST NORTHEAST CORNER OF THAT CERTAIN 1.622 ACRE PARCEL AS SAID PARCEL IS SHOWN ON "RECORD OF SURVEY OF A PORTION OF RANCHO EL CORTE DE MADERA FOR ORA V. WALKER" RECORDED OCTOBER 20, 1961 IN BOOK 139 OF MAPS AT PAGE 27, RECORDS OF SANTA CLARA COUNTY; THENCE SOUTH 14° 04' 03" WEST 349.21 FEET; THENCE NORTH 70° 56' 00" WEST 113.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, THROUGH WHICH A RADIAL LINE BEARS NORTH 40° 02' 00" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF A 202.98 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 27° 00' 00" AN ARC DISTANCE OF 95.65 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH 76° 58' 00" WEST 148.45 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF A 200 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 44° 32' 00", AN ARC DISTANCE OF 155.45 FEET; THENCE TANGENT TO LAST SAID CURVE, NORTH 58° 30' 00" WEST 58.77 FEET; THENCE SOUTH 35° 35' 00" WEST 20.00 FEET; THENCE NORTH 58° 30' 00" WEST 30.08 FEET; THENCE SOUTH 35° 35' WEST 100.00 FEET; THENCE NORTH 58° 30' WEST 150.80 FEET TO THE CENTERLINE OF LOS TRANCOS CREEK; SAID LINE ALSO BEING THE EASTERLY BOUNDARY OF WEST BAY SANITARY DISTRICT PER RESOLUTION NO. 1039, RECORDED DECEMBER 8, 1986; THENCE ALONG SAID EASTERLY BOUNDARY OF WBSD AND SAID CENTERLINE OF LOS TRANCOS CREEK NORTH 60° 16' 29" EAST 30.17 FEET; THENCE NORTH 10° 15' 50" EAST 72.13 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY OF WBSD NORTH 59° 33' 16" EAST 75.00 FEET; THENCE NORTH 05° 15' 00" EAST 62.07 FEET; THENCE NORTH 20° 00' EAST 105.00 FEET; THENCE NORTH 8° 00' EAST 127.00 FEET; THENCE NORTH 20° 00' EAST 84.24 FEET; THENCE LEAVING SAID CENTERLINE OF LOS TRANCOS CREEK SOUTH 75° 55' 57" EAST 673.26 FEET TO THE POINT OF BEGINNING.

SAID LANDS INCLUDE A 50-FOOT RIGHT OF WAY FOR OLD ALPINE ROAD AS SAID DEDICATION IS SHOWN ON AFORESAID RECORD OF SURVEY.

CONTAINING 7.10 ACRES, MORE OR LESS

APN'S 182-36-018	182-34-036
182-34-053	182-34-044
182-34-045	182-34-029





BOUNDARY LINE OF PROPOSED ANNEXATION

PROPOSED ANNEXATION

COURSE TABLE

①	N 58° 30' 00" W	58.77'
②	S 35° 35' 00" W	20.00'
③	N 58° 30' 00" W	30.08'
④	S 35° 35' 00" W	100.00'

EXHIBIT A
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF KLEIN, LANZA, REED
URBANOWICZ, AND CARSTENS

DATE 3/6/02 SCALE

BY

**County of Santa Clara
Office of the County Assessor**

County Government Center, East Wing 5th Floor
70 West Hedding Street
San Jose, CA 95110-1771
FAX (408) 298-9446
Lawrence E. Stone, Assessor

amended

Report of the Assessor

Proposed Designation: WEST BAY SANI. DIST.SPHERRE(LANDS OF CONROE,ETAL

Type: Annexation / Detachment / Reorganization / Special District

City or District: PORTOLA VALLEY

Review of Proposal

Acreage and Location: 28.66 ACRES +/- LOS TRANCOS CREEK

Assessor's Parcel Numbers: 182-34-023,029,038,044,045,046,053,063,064,065; 182-36-003,004
182-36-018

Conformity to Lines of Assessment:

X Boundaries of proposed change conform to lines of assessment or ownership.

Boundaries of proposed change fail to conform to lines of assessment or ownership as noted on the attached map.

Boundaries of the following district(s) are split as noted on the attached map.

Special Districts within proposed annexation, detachmant or territory proposed to be reorganized are:

- TRA: 093 - 025
- [158] PALO ALTO UNIFIED SCHOOL
- [198] FOOTHILL COMM. COLLEGE
- [208] GAUDALUPE-CYOTE RESOURCE CONSV.
- [215] BAY AREA JT(1,7,21,28,41,43,38,48,49,57) AIR QUALITY MGMT.
- [221] LOS ALTOS COUNTY FIRE PROTECTION
- [252] MID-PENINSULA REGIONAL JT(41,43,44) OPEN SPACE
- [322] SANTA CLARA VALLEY COUNTY WATER
- [329] SANTA CLARA VALLEY-ZONE NW-1 COUNTY WATER
- [335] SANTA CLARA COUNTY IMPORTATION WATER-MISC.
- [377] AREA NO. 01, LIBRARY BENEFIT ASSESSMENT COUNTY SERVICE
- [378] AREA NO. 01 (LIBRARY SERVICES) COUNTY SERVICE

By: **Pauline Coleman**
Mapper II
408-299-5552

Date: 7/24/2002

Fees for this report are attached.

Total Districts this TRA: 11

Original APN'S Covered
 2002 Spheres of Influence ~~and~~ (Lands of Corro, et al)

182-36-003 in Resol
 004 in Resol
 018 in Resol

182-34-023 in Resol.
 029 in Resol

182-34-038 in Resol
 044 in Resol
 045 in Resol
 046 in Resol. as 036

182-34-053 in Resol

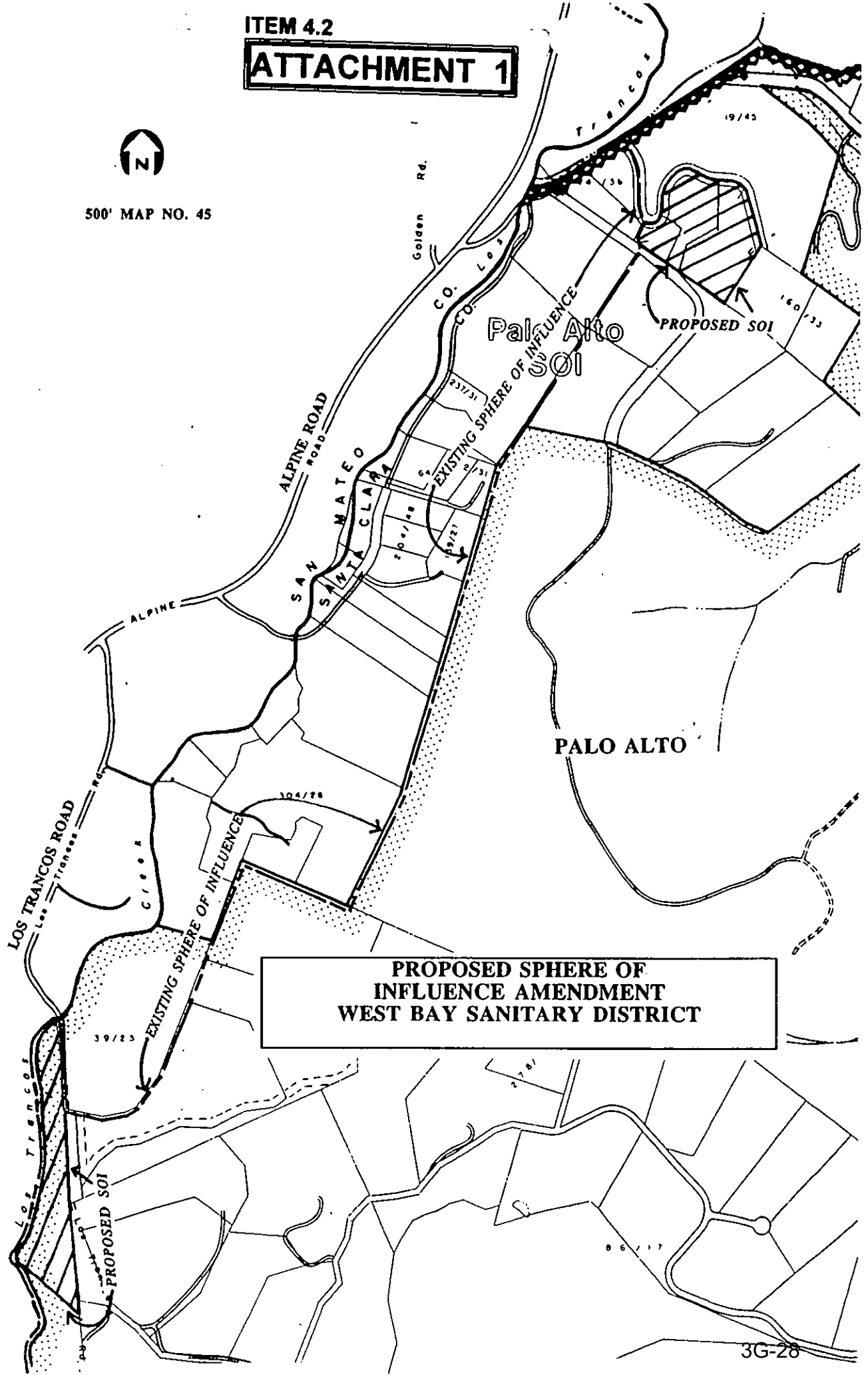
add

182-34-063 in Resol
 064 in Resol
 065 in Resol
 036 (as 046) in Resol
~~036~~

ATTACHMENT 1



500' MAP NO. 45





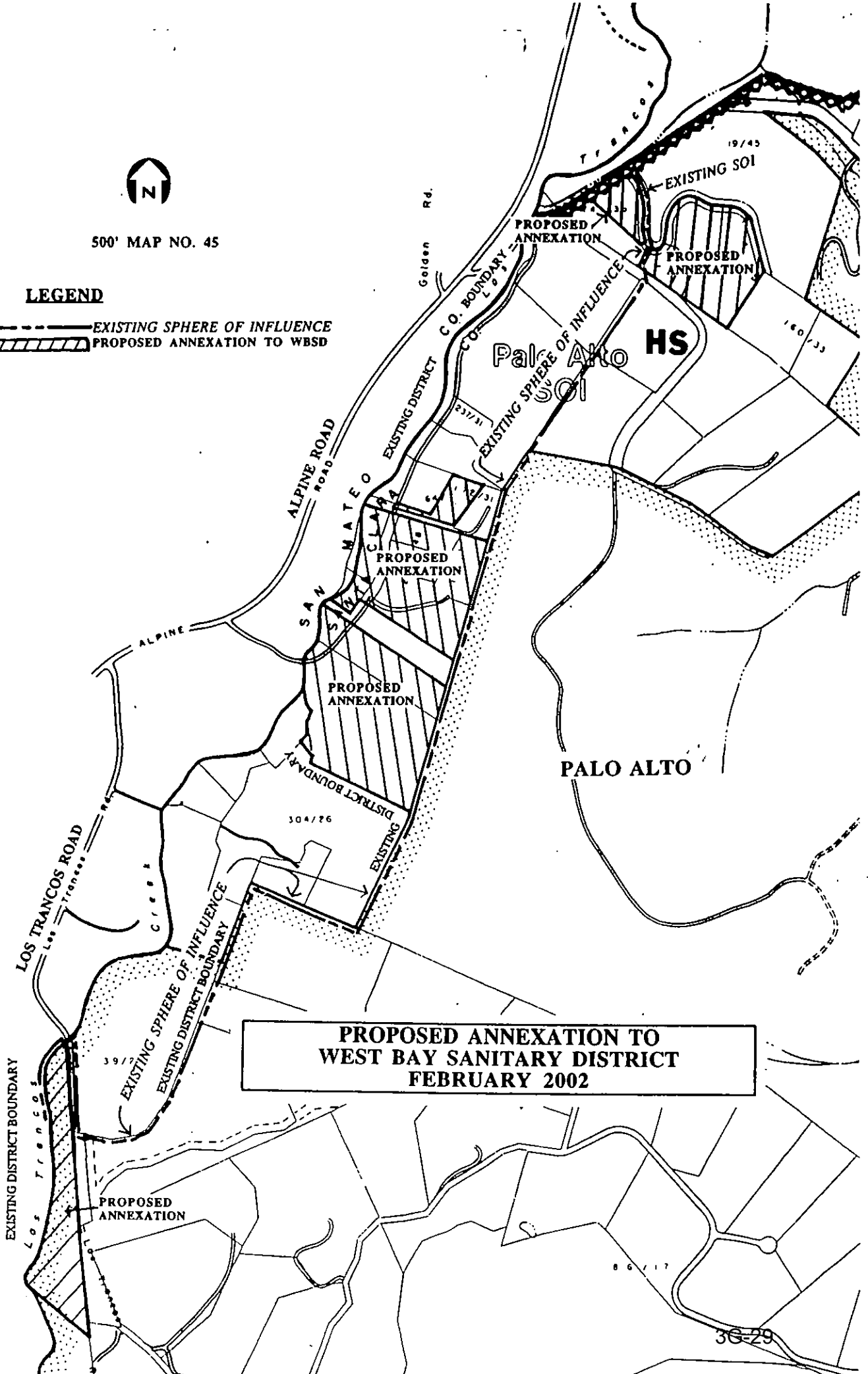
**PROPOSED SPHERE OF INFLUENCE AMENDMENT
WEST BAY SANITARY DISTRICT**



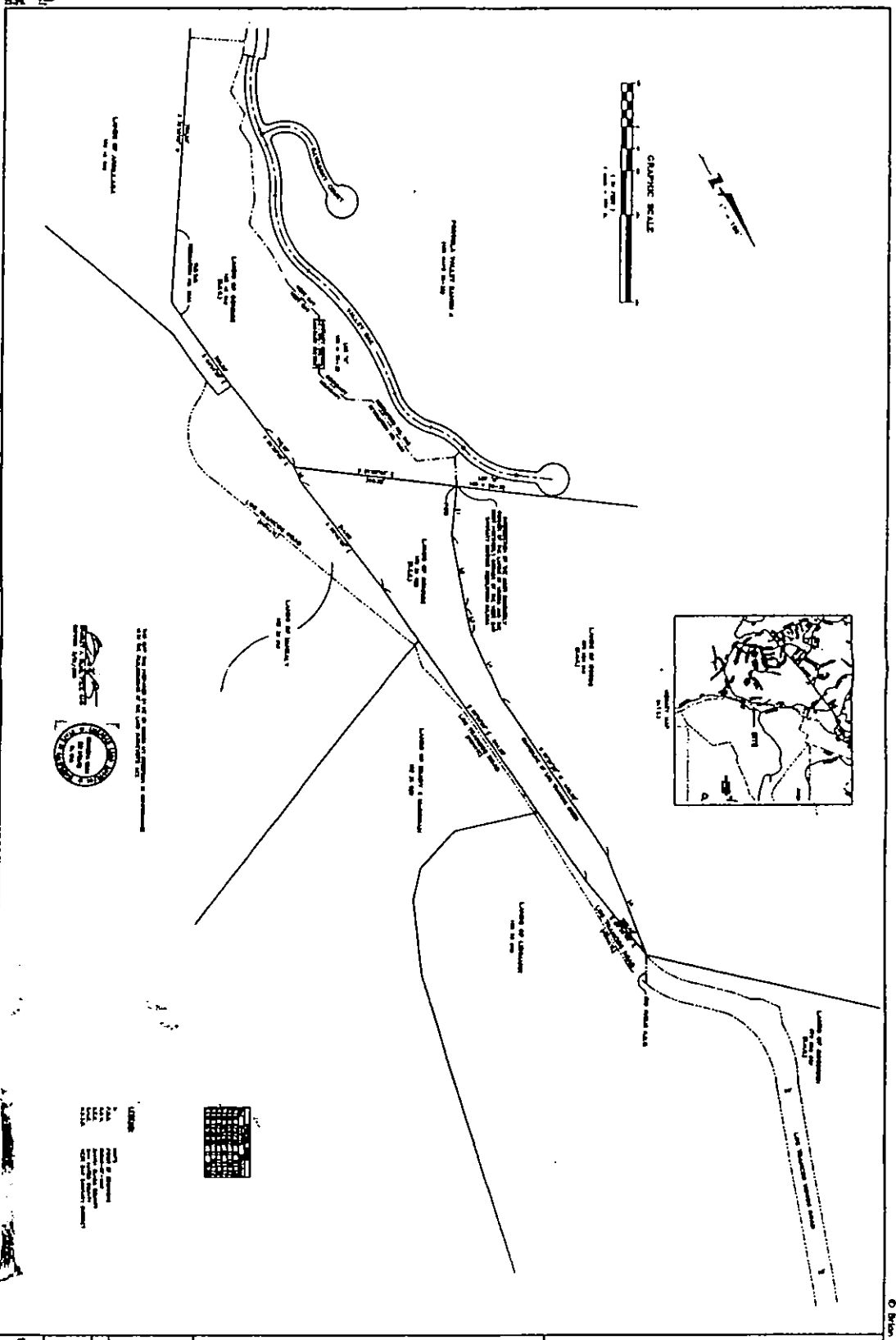
500' MAP NO. 45

LEGEND

-  EXISTING SPHERE OF INFLUENCE
-  PROPOSED ANNEXATION TO WBSD



**PROPOSED ANNEXATION TO
WEST BAY SANITARY DISTRICT
FEBRUARY 2002**



05-PS-004

No.	Date	By	Description

**AREA TO BE ANNEXED TO
WEST BAY SANITARY DISTRICT
THE LANDS OF CONROE**

PALO ALTO SANTA CLARA CALIFORNIA

Brian Kangas Fouk

Engineers • Surveyors • Planners

SAN JOSE OFFICE
 850/482-2000
 850/482-4300
 850/482-4395 (FAX)

© Brian Kangas Fouk

**EXHIBIT A
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF GERST**

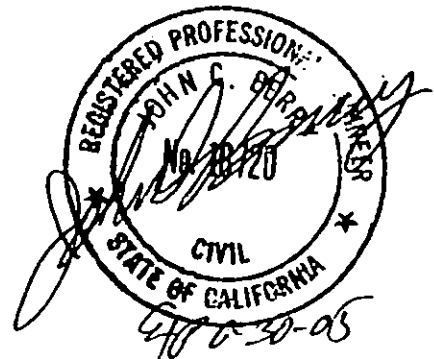
**THAT CERTAIN PARCEL OF LAND IN THE COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:**

**ALL OF PARCEL 1 AS SAID PARCEL IS SHOWN ON THAT CERTAIN
RECORD OF SURVEY OF "LAND OF A.T. ATTERBURY" RECORDED
SEPTEMBER 14, 1956 IN BOOK 74 OF MAPS AT PAGE 36, SANTA CLARA
COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:**

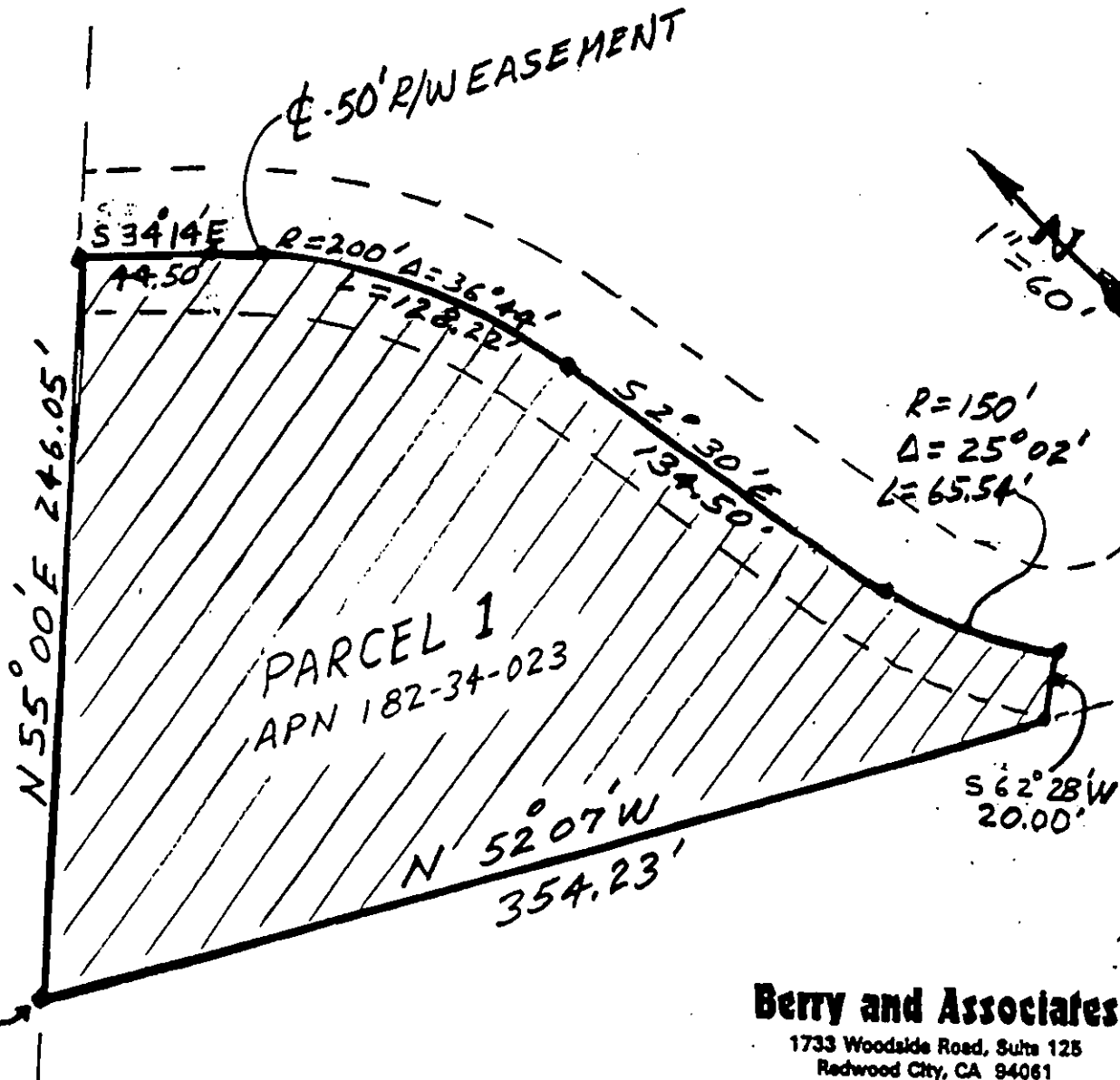
**BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1 AS
SHOWN ON SAID MAP, THENCE ALONG THE EASTERLY LINE OF
ARASTRADERO ROAD (40-FEET WIDE) NORTH 55° 00' EAST 246.05 FEET;
THENCE LEAVING SAID EASTERLY LINE OF ARASTRADERO ROAD
SOUTH 34° 14' EAST 44.50 FEET TO THE BEGINNING OF A TANGENT
CURVE, CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF A
220-FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 36° 44' AN
ARC DISTANCE OF 128.22 FEET; THENCE TANGENT TO LAST SAID
CURVE SOUTH 2° 30' EAST 134.50 FEET TO THE BEGINNING OF A
TANGENT CURVE, CONCAVE TO THE NORTHEAST; THENCE ALONG THE
ARC OF A 150-FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF
25° 02' AN ARC DISTANCE OF 65.54 FEET; THENCE LEAVING SAID CURVE
SOUTH 62° 28' WEST 20.00 FEET; THENCE NORTH 52° 07' WEST 354.23 FEET
TO THE POINT OF BEGINNING.**

CONTAINING 1.1778 ACRES, MORE OR LESS.

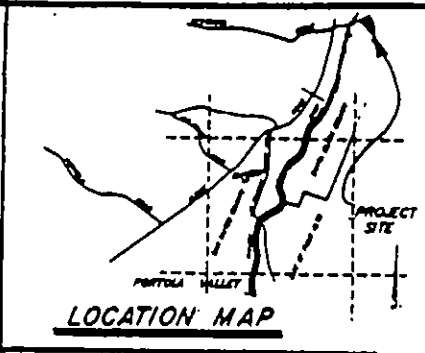
APN 182-34-023 ✓



ARASTRADERO ROAD
(40' WIDE)



PARCEL 1
APN 182-34-023



 PROPOSED ANNEXATION

 BOUNDARY LINE OF PROPOSED ANNEXATION

EXHIBIT B
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF GERST

DATE 3/8/02 SCALE
BY

Berry and Associates
1733 Woodside Road, Suite 125
Redwood City, CA 94061
Phone: 650/308-0700 FAX: 650/308-1046

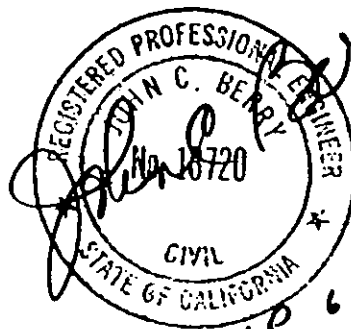
**EXHIBIT A
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF WINCHELL**

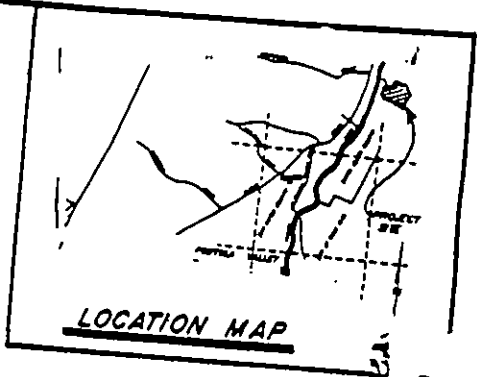
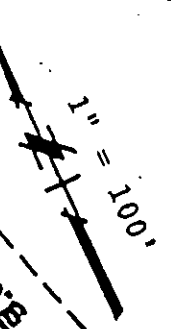
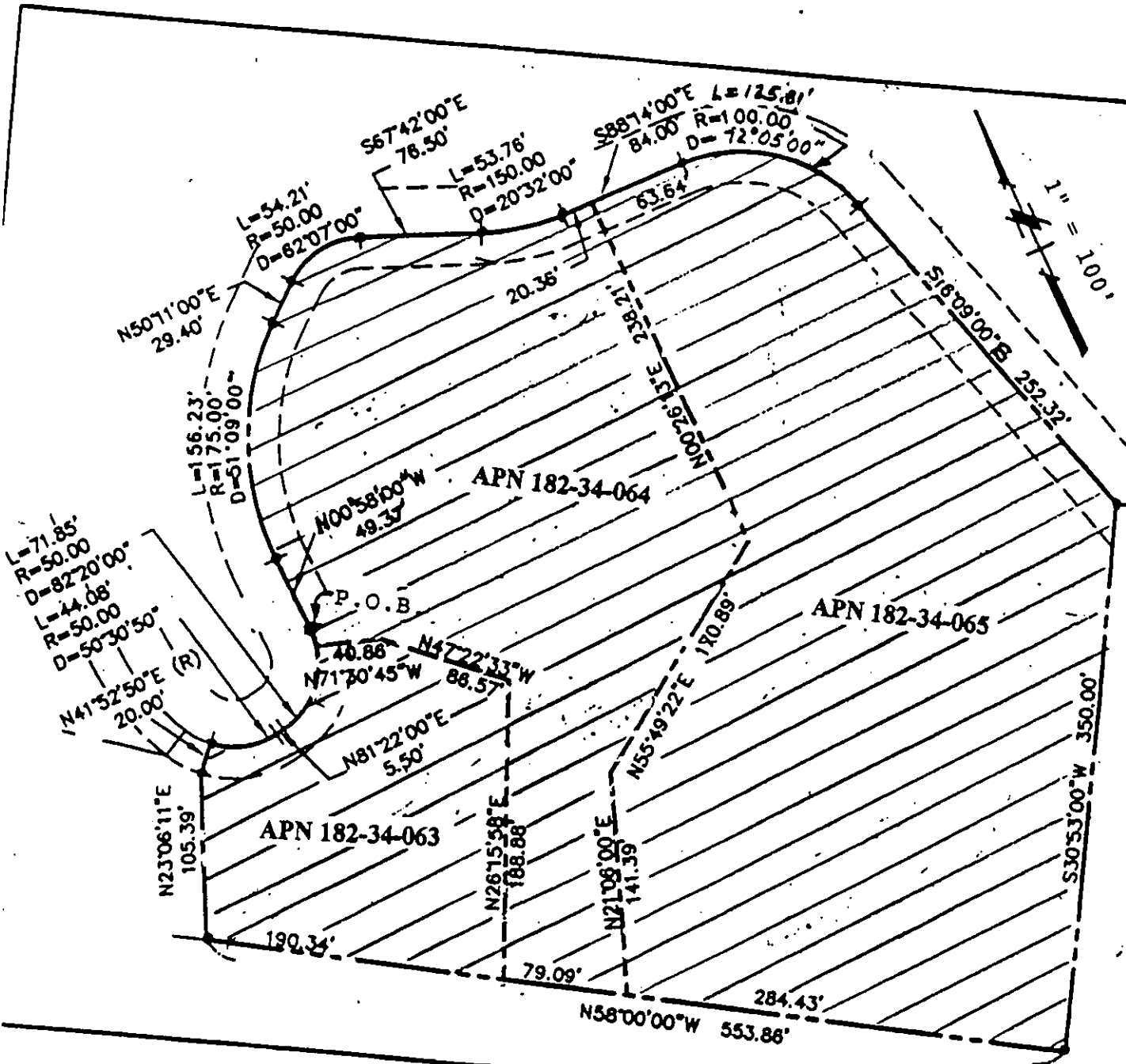
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BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THAT CERTAIN 5.0119 ACRE LOT AS SHOWN ON THE MAP ENTITLED "RECORD OF SURVEY OF A PORTION OF EL CORTE MADERA RANCHO, SANTA CLARA COUNTY", RECORDED IN BOOK 19 OF MAPS AT PAGE 45, SANTA CLARA COUNTY RECORDS SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 00° 58' 00" EAST, 49.37 FEET ON SAID MAP; THENCE NORTH 00° 58' 00" WEST 49.37 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 51° 09' 00", AN ARC DISTANCE OF 156.23 FEET; THENCE NORTH 50° 11' 00" EAST 29.40 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 62° 07' 00", AN ARC DISTANCE OF 54.21 FEET; THENCE SOUTH 67° 42' 00" EAST 76.50 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 20° 32' 00", AN ARC DISTANCE OF 53.76 FEET; THENCE SOUTH 88° 14' 00" EAST 84.00 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 72° 05' 00", AN ARC DISTANCE OF 125.81 FEET; THENCE SOUTH 16° 09' 00" EAST 252.32 FEET; THENCE SOUTH 30° 53' 00" WEST 350.00 FEET; THENCE NORTH 58° 00' 00" WEST 553.86 FEET; THENCE NORTH 23° 06' 11" EAST 105.39 FEET; THENCE NORTH 41° 52' 50" EAST 20.00 FEET TO A POINT OF CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 41° 52' 50" WEST; THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 50° 30' 50" AN ARC DISTANCE OF 44.08 FEET; THENCE NORTH 81° 22' 00" EAST 5.50 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 82° 20' 00", AN ARC DISTANCE OF 71.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.93 ACRES, MORE OR LESS.

APN'S 182-34-063
182-34-064
182-34-065





BOUNDARY LINE OF PROPOSED ANNEXATION
 PROPOSED ANNEXATION

EXHIBIT B
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF WINCHELL

DATE 3/8/02	SCALE
BY	

**EXHIBIT A
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF WATERMAN**

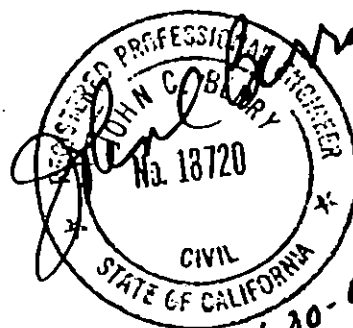
**THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:**

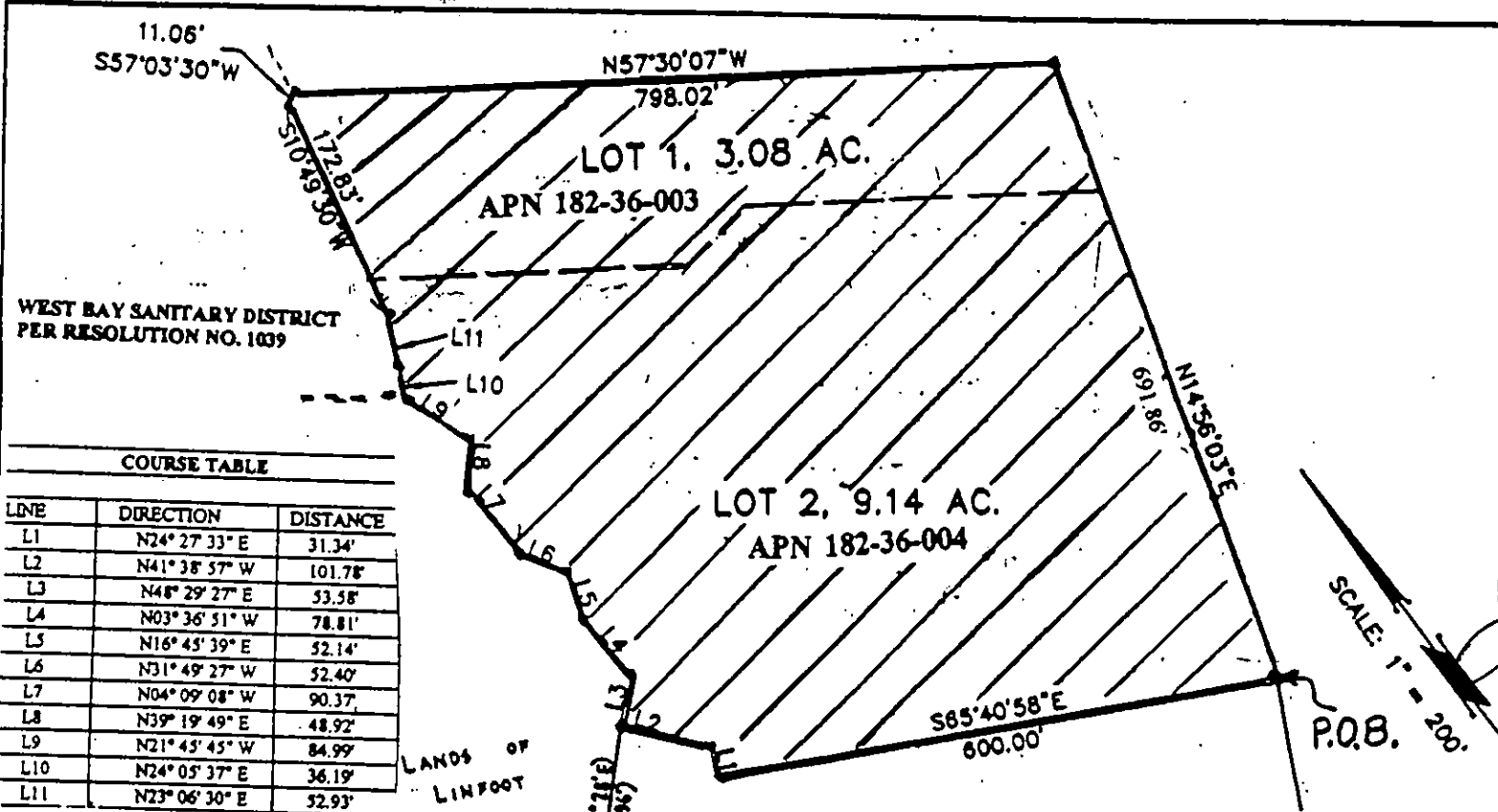
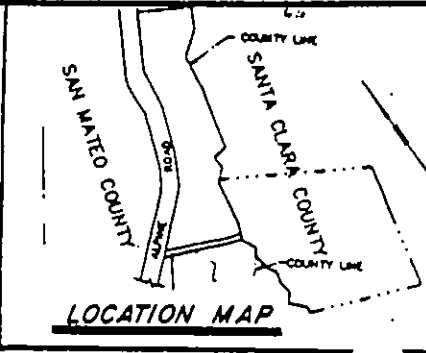
**BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 2 AS SHOWN
ON THE CERTIFICATE OF COMPLIANCE RECORDED MARCH 22, 1996 IN
BOOK P255, PAGES 429-431, IN THE OFFICE OF THE COUNTY RECORDER
OF SANTA CLARA COUNTY, (SAID CORNER ALSO BEING ON THE MOST
NORTHERLY BOUNDARY OF WEST BAY SANITARY DISTRICT PER
RESOLUTION NO. 898, RECORDED 1-20-99). THENCE FROM SAID POINT
OF BEGINNING ALONG SAID NORTHERLY BOUNDARY OF WBSD,
NORTH 65° 40' 58" WEST 600.00 FEET; THENCE NORTH 24° 27' 33" EAST
31.34 FEET; THENCE NORTH 41° 38' 57" WEST 101.78 FEET; THENCE
LEAVING SAID BOUNDARY LINE OF WBSD NORTH 48° 29' 27" EAST 53.58
FEET; THENCE NORTH 03° 36' 51" WEST 78.81 FEET; THENCE NORTH 16°
45' 39" EAST 52.14 FEET; THENCE NORTH 31° 49' 27" WEST 52.40 FEET;
THENCE NORTH 04° 09' 08" WEST 90.37 FEET; THENCE NORTH 39° 19' 49"
EAST 48.92 FEET; THENCE NORTH 21° 45' 45" WEST 84.99 FEET; THENCE
NORTH 24° 05' 37" EAST 36.19 FEET TO A POINT IN THE EASTERLY
BOUNDARY OF WEST BAY SANITARY DISTRICT PER RESOLUTION NO.
1039, RECORDED DECEMBER 8, 1986; THENCE ALONG SAID EASTERLY
BOUNDARY OF WBSD NORTH 23° 06' 30" EAST 52.93 FEET; THENCE
NORTH 10° 49' 30" EAST 172.83 FEET; THENCE NORTH 57° 03' 30" EAST
11.06 FEET; THENCE LEAVING SAID WBSD BOUNDARY SOUTH 57° 30' 07"
EAST 798.02 FEET; THENCE SOUTH 14° 56' 03" WEST 691.86 FEET TO THE
POINT OF BEGINNING.**

CONTAINING 12.22 ACRES, MORE OR LESS

APN'S 182-36-003

182-36-004

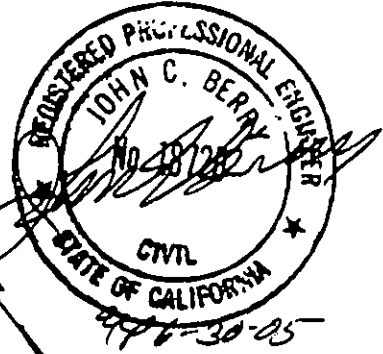




WEST BAY SANITARY DISTRICT
PER RESOLUTION NO. 1039

COURSE TABLE

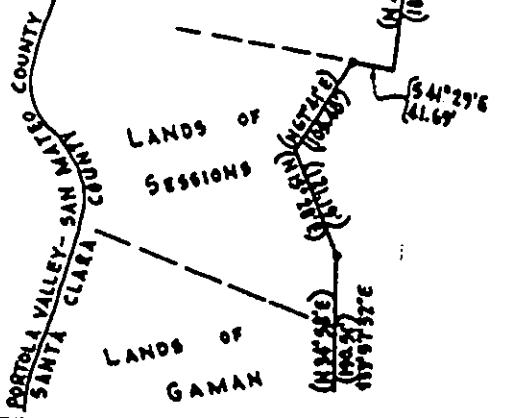
LINE	DIRECTION	DISTANCE
L1	N24° 27' 33" E	31.34'
L2	N41° 38' 57" W	101.78'
L3	N48° 29' 27" E	53.58'
L4	N03° 36' 51" W	78.81'
L5	N16° 45' 39" E	52.14'
L6	N31° 49' 27" W	52.40'
L7	N04° 09' 08" W	90.37'
L8	N39° 19' 49" E	48.92'
L9	N21° 45' 45" W	84.99'
L10	N24° 05' 37" E	36.19'
L11	N23° 06' 30" E	52.93'



SCALE: 1" = 200'
P.O.B.

WEST BAY SANITARY DISTRICT
PER RESOLUTION NO. 898

BOUNDARY LINE OF PROPOSED ANNEXATION
PROPOSED ANNEXATION



Berry and Associates
1733 Woodside Road, Suite 125
Redwood City, CA 94061
Phone: 650-368-0788 FAX: 650-368-1016

EXHIBIT B
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF WATERMAN

DATE: 5/8/02 SCALE: BY

EXHIBIT A
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF WESTALL

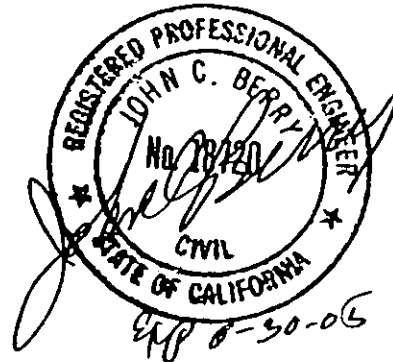
THAT CERTAIN PARCEL OF LAND IN THE COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

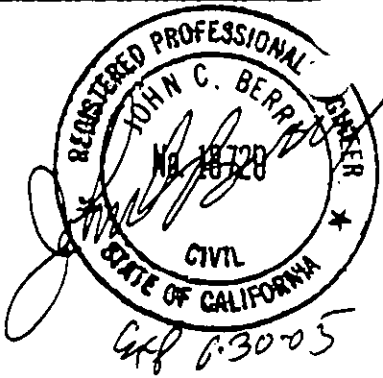
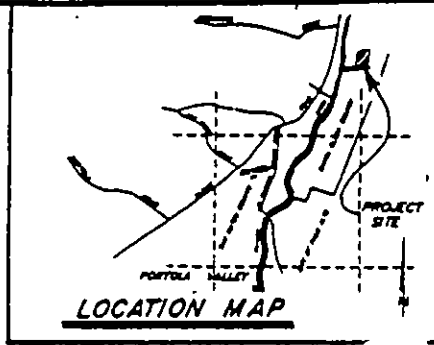
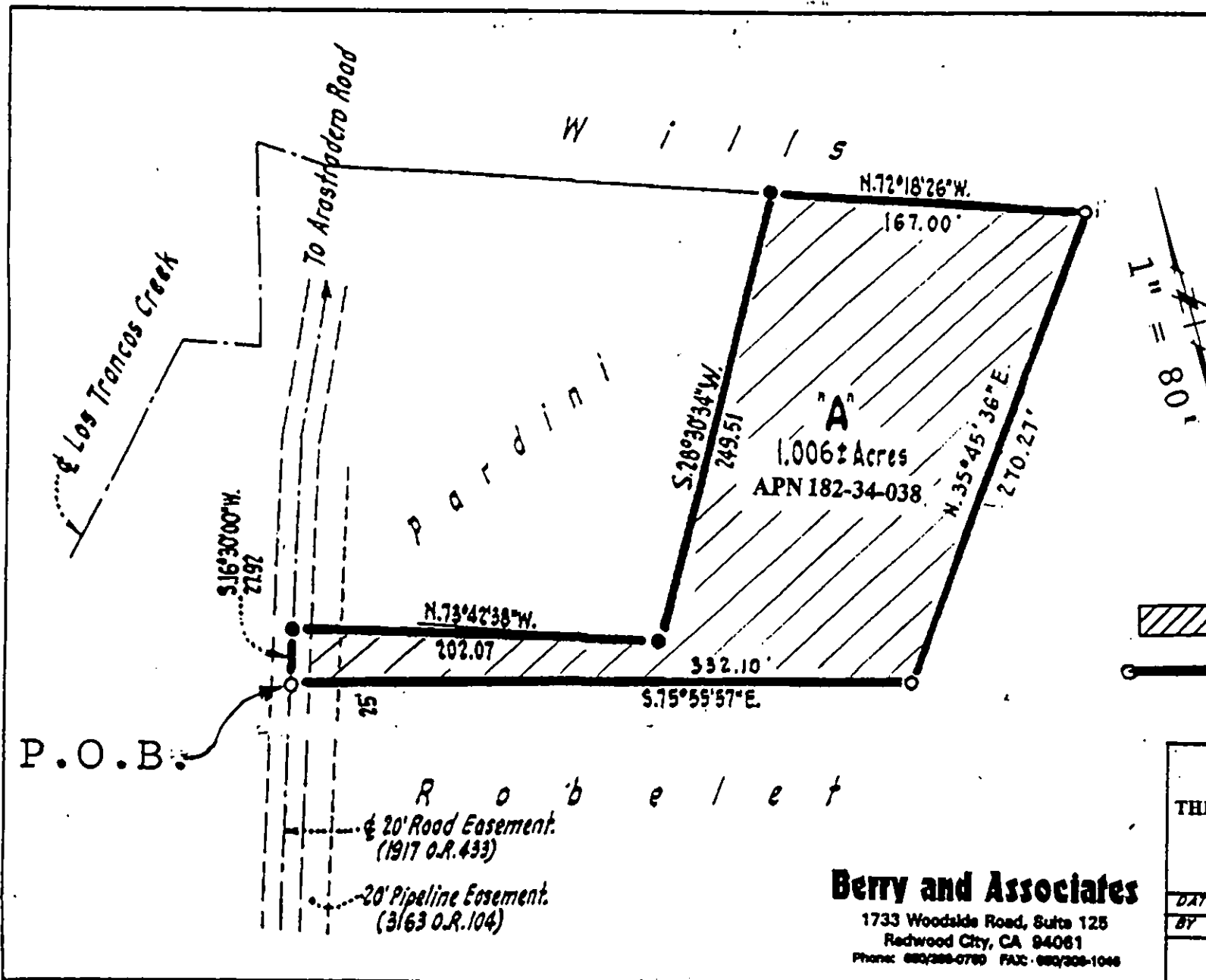
ALL OF PARCEL "A" AS SAID PARCEL IS SHOWN ON THAT CERTAIN
"RECORD OF SURVEY OF A PORTION OF RANCHO EL CORTE DE
MADERA FOR DWIGHT F. BECHTOLD" RECORDED JANUARY 28, 1964 IN
BOOK 172 OF MAPS AT PAGE 31, RECORDS OF SANTA CLARA COUNTY,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL "A" AS
SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 75° 55' 57" EAST
332.10 FEET; THENCE NORTH 35° 45' 36" EAST 270.27 FEET; THENCE
NORTH 72° 18' 26" WEST 167.00 FEET; THENCE SOUTH 28° 30' 34" WEST
249.51 FEET; THENCE NORTH 73° 42' 38" WEST 202.07 FEET; THENCE
SOUTH 16° 30' 00" WEST 27.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.006 ACRES, MORE OR LESS

APN 182-34-038





1" = 80'



PROPOSED ANNEXATION



BOUNDARY LINE OF PROPOSED ANNEXATION

EXHIBIT B
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF WESTFALL

DATE 5/15/02 SCALE
 BY

Berry and Associates

1733 Woodside Road, Suite 125
 Redwood City, CA 94061
 Phone: 650/368-0780 FAX: 650/368-1048

20' Road Easement
 (1917 O.R.433)

20' Pipeline Easement
 (3163 O.R.104)

**EXHIBIT A
PROPOSED ANNEXATION TO
THE WEST BAY SANITARY DISTRICT
LANDS OF KLEIN, LANZA, REED
URBANOWICZ, AND CARSTENS**

THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

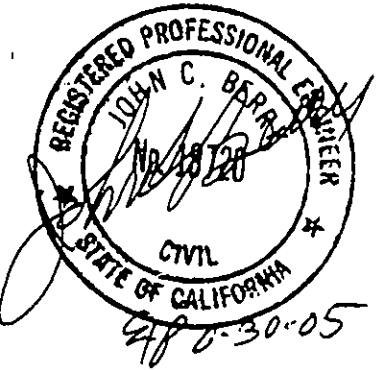
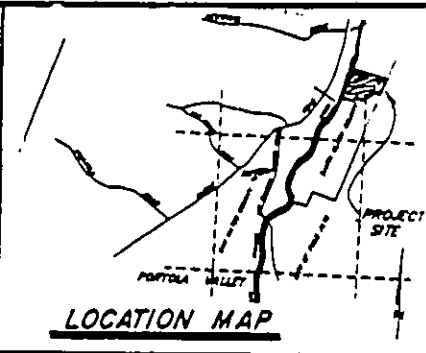
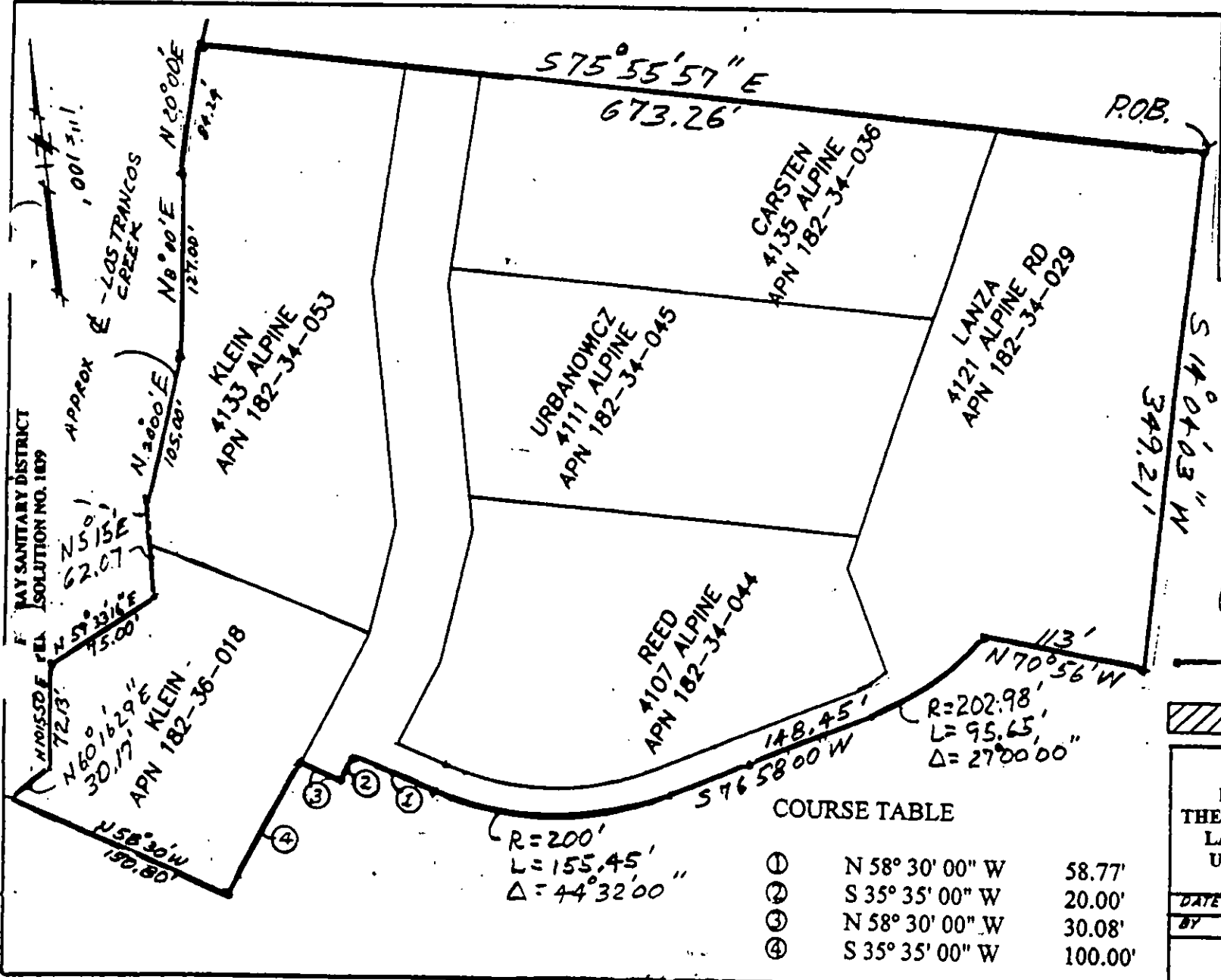
BEGINNING AT THE MOST NORTHEAST CORNER OF THAT CERTAIN 1.622 ACRE PARCEL AS SAID PARCEL IS SHOWN ON "RECORD OF SURVEY OF A PORTION OF RANCHO EL CORTE DE MADERA FOR ORA V. WALKER" RECORDED OCTOBER 20, 1961 IN BOOK 139 OF MAPS AT PAGE 27, RECORDS OF SANTA CLARA COUNTY; THENCE SOUTH 14° 04' 03" WEST 349.21 FEET; THENCE NORTH 70° 56' 00" WEST 113.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, THROUGH WHICH A RADIAL LINE BEARS NORTH 40° 02' 00" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF A 202.98 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 27° 00' 00" AN ARC DISTANCE OF 95.65 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH 76° 58' 00" WEST 148.45 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF A 200 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 44° 32' 00", AN ARC DISTANCE OF 155.45 FEET; THENCE TANGENT TO LAST SAID CURVE, NORTH 58° 30' 00" WEST 58.77 FEET; THENCE SOUTH 35° 35' 00" WEST 20.00 FEET; THENCE NORTH 58° 30' 00" WEST 30.08 FEET; THENCE SOUTH 35° 35' WEST 100.00 FEET; THENCE NORTH 58° 30' WEST 150.80 FEET TO THE CENTERLINE OF LOS TRANCOS CREEK; SAID LINE ALSO BEING THE EASTERLY BOUNDARY OF WEST BAY SANITARY DISTRICT PER RESOLUTION NO. 1039, RECORDED DECEMBER 8, 1986; THENCE ALONG SAID EASTERLY BOUNDARY OF WBSD AND SAID CENTERLINE OF LOS TRANCOS CREEK NORTH 60° 16' 29" EAST 30.17 FEET; THENCE NORTH 10° 15' 50" EAST 72.13 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY OF WBSD NORTH 59° 33' 16" EAST 75.00 FEET; THENCE NORTH 05° 15' 00" EAST 62.07 FEET; THENCE NORTH 20° 00' EAST 105.00 FEET; THENCE NORTH 8° 00' EAST 127.00 FEET; THENCE NORTH 20° 00' EAST 84.24 FEET; THENCE LEAVING SAID CENTERLINE OF LOS TRANCOS CREEK SOUTH 75° 55' 57" EAST 673.26 FEET TO THE POINT OF BEGINNING.


SAID LANDS INCLUDE A 50-FOOT RIGHT OF WAY FOR OLD ALPINE ROAD AS SAID DEDICATION IS SHOWN ON AFORESAID RECORD OF SURVEY.

CONTAINING 7.10 ACRES, MORE OR LESS

APN'S 182-36-018 ✓ 182-34-036 - SB 046
182-34-053 ✓ 182-34-044 ✓
182-34-045 ✓ 182-34-029 ✓





——— BOUNDARY LINE OF PROPOSED ANNEXATION
 PROPOSED ANNEXATION

COURSE TABLE

①	N 58° 30' 00" W	58.77'
②	S 35° 35' 00" W	20.00'
③	N 58° 30' 00" W	30.08'
④	S 35° 35' 00" W	100.00'

R=200'
 L=155.45'
 Δ=44°32'00"

EXHIBIT A
 PROPOSED ANNEXATION TO
 THE WEST BAY SANITARY DISTRICT
 LANDS OF KLEIN, LANZA, REED
 URBANOWICZ, AND CARSTENS

DATE 3/8/05 SCALE _____
 BY _____

RESOLUTION NO. 02-01

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
WITH RECOMMENDATIONS FOR THE SAN MATEO LOCAL AGENCY
FORMATION COMMISSION REGARDING ANNEXATION TO WEST BAY
SANITARY DISTRICT AND AN AMENDMENT TO THE SPHERE OF INFLUENCE**

WHEREAS, on December 19, 2001, San Mateo County LAFCO forwarded a request to Santa Clara County LAFCO, which requested inclusion of four parcels in Santa Clara County into the West Bay Sanitary District (District) Sphere of Influence (SOI) and the annexation of ten parcels into the District along Los Trancos Creek Road in Santa Clara County; and

WHEREAS, the application was filed with San Mateo County LAFCO because it is the principal LAFCO for the District as the District lies almost exclusively within San Mateo County; and

WHEREAS, the San Mateo County LAFCO forwarded this application to Santa Clara County LAFCO for an advisory recommendation because the territory involved is located in Santa Clara County; and

WHEREAS, the Executive Director set February 13, 2002 as the hearing date on this proposal and gave the required notice of hearing; and

WHEREAS, this Commission called this proposal for public hearing, heard from the interested parties, considered the request and the report of the Executive Officer, and considered the factors determined by the Commission to be relevant to this proposal, including, but not limited to the factors specified in Government Code section 56425(e); and

WHEREAS, this Commission as a referring agency has complied with the California Environmental Quality Act (CEQA) incident to its consideration of this request, as described below;

NOW THEREFORE, the Local Agency Formation Commission of the County of Santa Clara, does hereby resolve, determine and order as follows:

SECTION 1:

As a Referring Agency under CEQA, the Commission hereby finds that the Negative Declaration was completed in compliance with CEQA and is an adequate discussion of the environmental impacts of the project, and that LAFCO reviewed and considered the environmental effects of the project as shown in the Negative Declaration prior to making the recommendation on the project.

SECTION 2:

Santa Clara LAFCO recommends to San Mateo LAFCO that the West Bay Sanitary District Sphere of Influence be amended to include APN 182-36-022 based on the following findings:

1. The present and planned land uses in the area, including agricultural and open space lands:

Finding: The parcel in Palo Alto is designated for Open Space (OS) and is currently vacant. The City of Palo Alto does not provide service in this area but in the past has allowed West Bay Sanitary District to provide sewer service in the area. The City's General Plan contains no policies related to extension of sanitary sewer and the city evaluates proposals on a case-by-case basis. Letter from the City of Palo Alto dated December 4, 2000 states that the City of Palo Alto does not object to the District providing sewer service to this property.

2. The present and probable need for public facilities and services in the area:

Finding: APN 182-36-022 is located along the creek and it is likely that the related public health concerns would result in limited feasibility for installing a septic system. A connection to the sewer system is necessary to address the need for services on this property.

3. The present capacity of public facilities and adequacy of public services which the agency provides or is authorized to provide:

Finding: The City of Palo Alto also does not provide services to the parcels in this area as they are located outside its urban service area and are separated by the open space reserve lands. West Bay Sanitary District is authorized to provide sewer services and the addition of this parcel to its SOI will not impact the capacity or adequacy of its services.

4. The existence of any social or economic communities of interest in the area:

Finding: The area is accessed through the Town of Portola Valley, which is partially served by the District and partially served by individual septic systems. The area is physically separated from other neighborhoods in Santa Clara County as it is surrounded by open space reserve lands. The District currently provides sewer service to many parcels within this area. Inclusion of this parcel within the SOI of the District will not affect the community.

SECTION 3

The Commission recommends denial of the proposed amendment of the SOI of West Bay

Sanitary District to include APN 182-34-064, 182-34-063, and 182-34-065 as there is currently insufficient information to demonstrate the need for including these parcels in the Sphere. The Commission will be requesting the Santa Clara County Environmental Health Department to conduct a field survey of the area and provide the results to San Mateo Local Agency Formation Commission. Santa Clara LAFCO authorizes San Mateo LAFCO to utilize the survey to determine if the required findings can be made, and if so, then to proceed with the SOI amendment for the three parcels referenced above.

SECTION 4

The Commission recommends approval of the annexation of ten parcels into West Bay Sanitary District along Los Trancos Creek Road adjacent to Los Trancos Creek in Santa Clara County, consisting of parcels APNs 182-34-023, 182-34-053, 182-36-003, 182-36-004, 182-34-029, 182-34-044, 182-34-046, 182-34-045, 182-34-038 and one parcel in Palo Alto APN 182-36-022 with the following conditions:

1. Resolutions of a zero percent property tax exchange reflecting the annexation of the parcels to the West Bay Sanitary District are approved by the West Bay Sanitary District, the City of Palo Alto and the Santa Clara County Board of Supervisors; and
2. Revised legal descriptions and maps of the annexation areas are received and approved by the LAFCO Surveyor.

SECTION 6

The Commission recommends denial of the annexation of the remaining three parcels APNs 182-34-064, 182-34-063, and 182-34-065 that are currently outside the SOI of the West Bay Sanitary District until further study demonstrates the need for the service in the area and the SOI issues are resolved.

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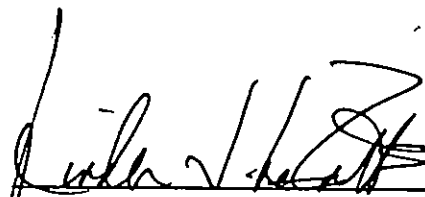
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PASSED AND ADOPTED by the Local Agency Formation Commission of Santa Clara County, State of California, on February 13, 2001 by the following vote:

AYES: Commissioners ALVARADO, GAGE, LeZOTTE, WILSON, ZOGLIN

NOES:

ABSENT:



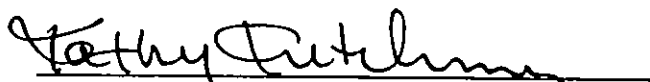
LINDA LeZOTTE , Chairperson
Local Agency Formation Commission

ATTEST: LAFCO Clerk



Emmanuel Abello

APPROVED AS TO FORM AND LEGALITY



Kathy Kretchmer, LAFCO Counsel

RESOLUTION NO. 02-01

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
WITH RECOMMENDATIONS FOR THE SAN MATEO LOCAL AGENCY
FORMATION COMMISSION REGARDING ANNEXATION TO WEST BAY
SANITARY DISTRICT AND AN AMENDMENT TO THE SPHERE OF INFLUENCE**

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1. Resolutions of a zero percent property tax exchange reflecting the annexation of the parcels to the West Bay Sanitary District are approved by the West Bay Sanitary District, the City of Palo Alto and the Santa Clara County Board of Supervisors; and
2. Revised legal descriptions and maps of the annexation areas are received and approved by the LAFCO Surveyor.

SECTION 6

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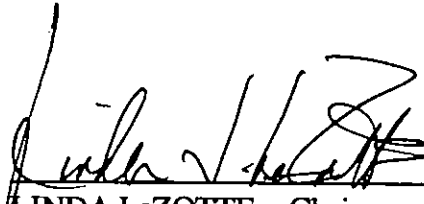
//

PASSED AND ADOPTED by the Local Agency Formation Commission of Santa Clara County, State of California, on February 13, 2001 by the following vote:

AYES: Commissioners ALVARADO, GAGE, LeZOTTE, WILSON, ZOGLIN


NOES:

ABSENT:



LINDA LeZOTTE , Chairperson
Local Agency Formation Commission

ATTEST: LAFCO Clerk



Emmanuel Abello

APPROVED AS TO FORM AND LEGALITY



Kathy Kretchmer, LAFCO Counsel

May 7, 2002

TO: Members, Formation Commission

FROM: Martha Poyatos
Executive Officer

SUBJECT: LAFCo File No. 01-13--Proposed Amendment to the Sphere of Influence of the West Bay Sanitary District and Annexation of the Lands Conroe, Gerst et al. (Santa Clara County) to the West Bay Sanitary District
(25.04 acres) (Continued from March 20, 2002)

Summary

San Mateo LAFCo has received an application to amend the sphere of influence of the West Bay Sanitary District to include four parcels and annex a total of fourteen parcels located near Los Trancos Creek in Santa Clara County. Annexation to the district is requested in order to provide sewer service to remedy failing or inadequate septic systems in some cases and to comply with building permit requirements in others.

Spheres of influence and annexation applications for districts with territory in more than one county are performed by the LAFCo of the principal county, which is San Mateo LAFCo in the case of West Bay Sanitary District. Pursuant to San Mateo LAFCo's policies for annexations to multi-county districts and an agreement between Santa Clara and San Mateo LAFCos, this application was referred to Santa Clara LAFCo for review and recommendation for formal consideration by San Mateo LAFCo.

After forwarding the application to the Santa Clara County Local Agency Formation Commission for hearing and recommendation, Santa Clara LAFCo adopted a resolution recommending approval of some parcels and in other cases, recommended that Santa Clara County Environmental Health provide additional information prior to San Mateo LAFCo consideration. San Mateo LAFCo has received additional comments from Santa Clara County Environmental Health, which supports recommending Commission approval of the proposed sphere amendment and annexations.

Background

This application requests amendment of the sphere of influence of West Bay Sanitary District to include four additional parcels and annexation of the same four parcels and ten others located on Arastradero Road in Santa Clara County. The District's sphere was last amended in this area in 1998 when 27 property owners along Los Trancos

Creek requested sphere of influence amendment. At the time, Santa Clara County Environmental Health focused only on parcels adjacent to Los Trancos Creek and identified parcels most likely to be characterized by high groundwater. In the course of that evaluation, Environmental Health determined that the three of the four parcels currently under consideration for sphere of influence and annexation were not characterized by high ground water and provided no information on the fourth parcel. Of the annexation parcels already added to the Districts sphere of influence in 1998 and included in this application, all but three were determined to have high ground water conditions.

The following table summarizes the parcels proposed for sphere of influence amendment and annexation.

Proposed Annexation and Sphere of Influence Amendment to West Bay Sanitary District							
APN	Property Address	Owner Name	Jurisdiction	Proposal	Est. Acres	1998 Env. Health Survey Report*	Developed N/Y
182-36-022	800 Los Trancos Road	Conroe	Palo Alto	Annexation/SOI	3.55	No Info	N
182-34-023	14 Arastradero Road	Gerst	Unincorp	Annexation	1.18	Unclear	Y
182-34-064	20 Arastradero Road	Hamill	Unincorp	Annexation/SOI	2.00	No HG/No Slope	N
182-34-063	18 Arastradero Road	Winchell	Unincorp	Annexation/SOI	0.77	No HG/No Slope	N
182-34-053	4133 Alpine Road	Klein	Unincorp	Annexation	1.21	HG	Y
182-36-018	4133 Alpine Road	Klein	Unincorp	Annexation	0.70	HG	N
182-36-003	4117 Alpine Road	Waterman	Unincorp	Annexation	3.00	HG	Y
182-34-004	4117 Alpine Road	Waterman	Unincorp	Annexation	7.40	Unclear	N
182-34-029	4121 Alpine Road	Lanza	Unincorp	Annexation	1.62	HG	Y
182-34-044	4107 Alpine Road	Reed	Unincorp	Annexation	1.04	HG	Y
182-34-046	4135 Alpine Road	Carstens	Unincorp	Annexation	1.00	HG	Y
182-34-045	4111 Alpine Road	Urbanowicz	Unincorp	Annexation	1.02	HG	Y
182-34-038	4131 Alpine Road	Westall	Unincorp	Annexation	1.01	Unclear	Y
182-34-065	10 Arastradero Road	Winchell	Unincorp	Annexation/SOI	3.16	No HG/No Slope	Y
* Unclear: Conditions unclear; wet weather testing required HG: High groundwater documented or strongly suspected/inadequate room for septic system expansion due to steep slope No HG/No Slope: No high groundwater or limiting slope conditions							

At Santa Clara LAFCo's February 2002 consideration of the current sphere amendment and annexation application, Santa Clara LAFCo approved inclusion of 1 of the 4 parcels proposed for inclusion in the District's sphere and boundaries (Lands of Conroe) and also approved annexation of all 10 parcels proposed for annexation. Santa Clara LAFCo recommended denial of the other three parcels not currently in the sphere of influence pending findings from Santa Clara

Environmental Health that would support a sphere amendment and annexation.

In response to the Santa Clara LAFCo recommendation, Santa Clara County Environmental Health conducted a site survey of the parcels. The attached March 14 letter from Santa Clara County Environmental Health recommended that sewer service be approved for the three lots for which sewer is requested. Comments specific to the parcels are as follows:

1. APN 142-34-063 failed a county supervised percolation test in July, 1999 and installation of a septic system is prohibited.
2. APN 142-34-064 passed a percolation test in 1999 however available drainfield area is very limited due to setback requirements, but thorough investigation was not possible
3. APN 142-34-065 has a system that was installed in 1994 and appears to be functioning properly but future expansion of the leachfield appears to be limited.

San Mateo LAFCo has also received comments from Ernie Selander, representing the owners of APN 142-34-063 and 064. Mr. Selander states that inclusion of the three parcels, including 142-34-065 which currently has a functioning septic but limited drainfield expansion potential will allow the property to be served in the event of a future septic failure.

City of Palo Alto

Parcel Number 182-36-022 (Lands of Conroe) is located in the boundaries of the City of Palo Alto. The City of Palo Alto has commented that the City's Comprehensive Plan would allow a single family residence to be constructed, that City sewer service is not available in the area and that the parcel's proximity to the Creek supports extension of sewer service if the parcel is to be developed. Development would be subject to city development criteria. The City has also adopted a resolution of zero property tax exchange because as an enterprise district, West Bay Sanitary District does not receive property tax.

County of Santa Clara Land Use

The County of Santa Clara's General Plan land use designation for the remaining 13 parcels is HS - Hillside with a minimum parcel size of 20 acres for subdivision. The proposed project would not alter existing land uses in the area. The project therefore will not result in any impacts upon any of the current land use designations of the County.

Sewer Construction

The area is proposed to be served by approximately 2400 feet of 8" sewer mains along Old Alpine Road and John Marthens Drive, connecting to a pump station which would convey affluent across Los Trancos Creek

to the sewer main in Alpine Road. Property owners will privately finance construction of the sewer and associated reimbursement fees for a total currently estimated to be \$725,000. The annexing territory would be subject to standard district connection fees (\$2,436), permit fee (\$100) and annual sewer service charges, currently \$242 for a residential connection. Individual property owners are also responsible for all costs associated with connecting parcels to the sewer main.

Property Tax Exchange

As an enterprise district, the West Bay Sanitary District did not request an exchange of property tax revenue with any of the affected agencies. Therefore resolutions of zero property tax exchange have been adopted by the City of Palo Alto, County of Santa Clara and the West Bay Sanitary District.

Discussion

Staff believes that a sphere amendment and annexation to include the fourteen subject parcels is supported by the recommendation of the Santa Clara County Dept. of Environmental Health and proximity to the Creek. While the parcels are not contiguous to each other, Health & Safety Code Section 6830 (d) permits annexation of non-contiguous territory if the properties will be benefited by inclusion in the district. West Bay Sanitary District is the only agency located in Santa Clara County that is capable of extending service and the District has indicated that it has adequate sewage treatment capacity to serve the territory.

The proposed annexation is consistent with state and local LAFCo policies which state that special districts are the appropriate agencies to provide essential services in areas in which only a limited range of services is required or, if a full range of urban services is required and where it is not feasible for those services to be provided by a single city. While annexation of the parcel in the City of Palo Alto conflicts with State policies Discouraging overlapping service boundaries, the City has clear stated that city services such as sewer are not available in the subject territory.

The Cortese Knox Hertzberg Act requires that annexations be consistent with adopted spheres of influence and that in determining spheres of influence, the Commission make determinations with respect to: present and planned land uses in the area, including agricultural and open space; present and probable need for public facilities; present capacity and adequacy of public facilities; and existence of any social or economic communities of interest.

Staff respectfully recommends approval of the sphere amendment as proposed and that the Commission make the following determinations:

1. Present and planned land uses in the area, including agricultural and open space lands:

Existing land uses in the West Bay Sanitary District are primarily residential with some commercial and industrial properties also served. The district serves both incorporated and unincorporated areas. The 25.04 acre territory proposed for sphere amendment is rural and residential in nature and does not contain open space or agricultural lands.

2. Present and probable need for public facilities and services in the area:

There are 14 residentially zoned parcels in the amendment area, most of which are developed single family homes. Although the existing homes are served by septic systems, the proximity of the Creek creates high groundwater conditions. The Santa Clara Department of Environmental Health has determined that these properties would be better served by sewer now or in the future.

3. Present capacity of public facilities and adequacy of public services which the agency provides or is authorized to provide:

West Bay Sanitary District is authorized to provide sewer services. The addition of the proposed sphere amendment territory will not impact the capacity or adequacy of District facilities or services and is consistent with the District's plans for extending service.

4. Existence of any social or economic community of interest:

The affected area is accessed via the Town of Portola Valley which is also served by the West Bay Sanitary District. The area is physically separated from other neighborhoods of Santa Clara County by open space reserve lands.

Environmental Review

The enclosed Negative Declaration/Initial Study was prepared and adopted by West Bay Sanitary District as lead agency. The Commission, in considering the application must certify that it has considered the negative declaration in its review of the application.

Waiver of Conducting Authority Proceedings

Paragraph [c] of §56663 specifies that the Commission may waive conducting authority proceedings for annexations of uninhabited territory with 100% landowner consent provided there is written

consent from all gaining agencies. The purpose of the conducting authority proceeding is to measure landowner or voter protest within the affected territory. At the request of the landowners and the consent of West Bay Sanitary District staff recommends that the Commission waive the conducting authority proceedings if the proposal is approved.

Recommended Commission Action, by motion:

- A. The Commission certifies that it has reviewed and considered the Initial Study and Negative Declaration for the Arastradero Road Sewer Annexation Project, prepared by the West Bay Sanitary District as lead agency.

Recommended Commission Action, by Resolution:

- a) Make the following findings in approving the sphere of influence amendment:
1. Present and planned land uses in the area, including agricultural and open space lands:

Existing land uses in the West Bay Sanitary District are primarily residential with some commercial and industrial properties also served. The district serves both incorporated and unincorporated areas. The 25.04 acre territory proposed for sphere amendment is rural and residential in nature and does not contain open space or agricultural lands.
 2. Present and probable need for public facilities and services in the area:

There are 14 residentially zoned parcels in the amendment area, most of which are developed single family homes. Although the existing homes are served by septic systems, the proximity of the Creek creates high groundwater conditions. The Santa Clara Department of Environmental Health has determined that these properties would be better served by sewer now or in the future.
 3. Present capacity of public facilities and adequacy of public services which the agency provides or is authorized to provide:

West Bay Sanitary District is authorized to provide sewer services. The addition of the proposed sphere amendment territory will not impact the capacity or adequacy of District facilities or services and is consistent with the District's plans for extending service.

4. Existence of any social or economic community of interest:

The affected area is accessed via the Town of Portola Valley which is also served by the West Bay Sanitary District. The area is physically separated from other neighborhoods of Santa Clara County by open space reserve lands.

b) Approve LAFCo File No. 01-13—Proposed Amendment the Sphere of Influence of the West Bay Sanitary District and Annexation of the Lands Conroe, Gerst et al. (Santa Clara County) to the West Bay Sanitary District subject to the following conditions:

- a) Revision of maps and legal descriptions to comply with the requirements of the State Board of Equalization.

cc: Neelima Palacherla, Santa Clara LAFCo
Tim Clayton, West Bay Sanitary District
Lisa Grote, Chief Planning Official, City of Palo Alto
Property Owners

Attachments:

Application & Maps
Santa Clara LAFCo Resolution of Recommendation
Negative Declaration and Initial Study
Comments from Santa Clara County Environmental Health
Comments from Ernie Selander

**LOCAL AGENCY FORMATION COMMISSION
SANTA CLARA COUNTY
www.santaclara.lafco.ca.gov**

County Government Center, 11th Floor, East Wing
70 West Hedding Street, San Jose, CA 95110
(408) 299-5127 FAX 295-1613
Neelima Palacherla, Executive Officer

February 4, 2002

TO: LAFCO

FROM: Neelima Palacherla, Executive Officer *NP*

SUBJECT: 2002 West Bay Sanitary District Sphere of Influence (SOI)
Amendment and Annexation (Los Trancos Creek Area)
Agenda Item # 4.2

STAFF RECOMMENDATION

Forward the following recommendation to San Mateo Local Agency Formation Commission, for its consideration and approval:

1. CEQA Action

Find that

- a. The Negative Declaration was completed in compliance with CEQA and is an adequate discussion of the environmental impacts of the project,
- b. prior to making a recommendation on this project, LAFCO reviewed and considered the environmental effects of the project as shown in the Negative Declaration.

2. Sphere of Influence Amendment

Deny the proposed amendment of sphere of influence of West Bay Sanitary District to include 4 parcels APNs 182-36-022, 182-34-064, 182-34-063, 182-34-065 shown in Exhibit 1 until further study and documentation / information can be provided to demonstrate the need for including the parcels within the District's SOI.

3. Annexation

Conditionally approve annexation of 10 parcels into West Bay Sanitary District along Los Trancos Creek Road in Santa Clara County, consisting of parcels, APNs 182-34-023, 182-34-053, 182-36-018, 182-36-003, 182-36-004, 182-34-029, 182-34-044, 182-34-046, 182-34-045, 182-34-038 provided:

1. Resolutions of a zero percent property tax exchange reflecting the annexation of the parcels to the West Bay Sanitary District are approved by the West Bay Sanitary District and the Santa Clara County Board of Supervisors
2. Revised legal descriptions and maps of the annexation areas, incorporating the revisions requested are received and approved by the LAFCO Surveyor.

Deny annexation of the 4 parcels that are currently outside the SOI of the West Bay Sanitary District until further study demonstrates need for the service in the area and the SOI issues are resolved.

PROJECT DESCRIPTION

West Bay Sanitary District is requesting a SOI amendment to include 4 parcels within its sphere. The proposed sphere amendment includes 3 unincorporated Santa Clara County parcels on Arastradero Road and one parcel along Los Trancos Creek within the city limits of Palo Alto. The purpose of amending the sphere is to annex the parcels and provide sanitary sewer to them. In addition, the District is also proposing to annex 10 other parcels that are within the district's current SOI and within unincorporated Santa Clara County. See table on following page and attached map. (Attachment #1)

1998 SOI Amendment

In 1998, the SOI for the District was amended to include about 27 parcels along Los Trancos Woods Road adjacent to Los Trancos Creek to address an environmental health problem for existing residences along Los Trancos Creek. At that time, the SOI boundary was defined primarily to include all parcels that were directly along the creek. A field survey conducted at that time by County Environmental Health Department identified the areas that were likely to be underlain with high ground water or where conditions were unclear and further testing was required.

The current proposal seeks to include 3 parcels that are not directly along the Creek and one parcel along the Creek that was in 1998 not included in the District's sphere.

Inter-LAFCO Agreement

Pursuant to Government Code Section 56123, San Mateo LAFCO, as principal LAFCO for West Bay Sanitary District, first received this annexation and SOI amendment application. Consistent with the 1985 agreement between the two LAFCOs for dealing with districts spanning county boundaries, San Mateo LAFCO forwarded this application to Santa Clara LAFCO because the territory involved is located in Santa Clara County. Santa Clara County LAFCO will hold a public hearing and forward a recommendation to San Mateo LAFCO which will take the final action at its own hearing. Santa Clara LAFCO's action is therefore only advisory in this matter.

**Proposed Annexation and Sphere of Influence Amendment to
West Bay Sanitary District**

APN	Property Address	Owner Name	Jurisdiction	Proposal	Est. Acres	1998 Env. Health Survey Report*	Developed N/Y
182-36-022	800 Los Trancos Rd.	Conroe	Palo Alto	Annexation/SOI	3.55	No Info	N
182-34-023	14 Arastradero Rd.	Gerst	Unincorp	Annexation	1.18	Unclear	Y
182-34-064	20 Arastradero Rd.	Hamill	Unincorp	Annexation/SOI	2.00	No HG/No Slope	N
182-34-063	18 Arastradero Rd.	Winchell	Unincorp	Annexation/SOI	0.77	No HG/No Slope	N
182-34-053	4133 Alpine Rd.	Klein	Unincorp	Annexation	1.21	HG	Y
182-36-018	4133 Alpine Rd.	Klein	Unincorp	Annexation	0.70	HG	N
182-36-003	4117 Alpine Rd.	Waterman	Unincorp	Annexation	3.00	HG	Y
182-34-004	4117 Alpine Rd.	Waterman	Unincorp	Annexation	7.40	Unclear	N
182-34-029	4121 Alpine Rd.	Lanza	Unincorp	Annexation	1.62	HG	Y
182-34-044	4107 Alpine Rd.	Reed	Unincorp	Annexation	1.04	HG	Y
182-34-046	4135 Alpine Rd.	Carstens	Unincorp	Annexation	1.00	HG	Y
182-34-045	4111 Alpine Rd.	Urbanowicz	Unincorp	Annexation	1.02	HG	Y
182-34-038	4131 Alpine Rd.	Westall	Unincorp	Annexation	1.01	Unclear	Y
182-34-065	10 Arastradero Rd.	Winchell	Unincorp	Annexation/SOI	3.16	No HG/No Slope	Y

*

Unclear: Conditions unclear; wet weather testing required

HG: High groundwater documented or strongly suspected/inadequate room for septic system expansion due to steep slope

No HG / No Slope: No high groundwater or limiting slope conditions

ENVIRONMENTAL ASSESSMENT

Negative Declaration

An Initial Study and Negative Declaration have been prepared for the project. There were no significant impacts identified by the Initial Study. Please see attached Analyst's Report for discussion of specific concerns to LAFCO. (Attachment #2)

SPHERE OF INFLUENCE AMENDMENT

LAFCO has received a request by the West Bay Sanitary District to include 4 parcels within the SOI of the District to allow the District to annex and provide sewer service to these parcels.

Effective January 1, 2001, the Cortese Knox Hertzberg Local Government Reorganization Act of 2000 requires that a service review be conducted prior to the establishment or update of a SOI. The requested SOI amendment is minor, no objections have been received from any other agencies in the area and there are no other agencies that are authorized to provide the services that the District provides in this area. Therefore, the SOI amendment is being processed without conducting or requiring a service review.

Sphere of Influence Findings

In approving the sphere amendment, LAFCO must consider the following issues and adopt findings on each of the issues. Provided below is analysis of the issues. As seen below, findings 1 and 2 cannot be made due to lack of information at time of writing this report.

1. The present and planned land uses in the area, including agricultural and open space lands.

Finding: The present and planned land use on the three parcels in the unincorporated area is residential in nature. The General Plan designation and the zoning for the parcels is Hillside (HS) and the present lot sizes will not allow any further sub division. The proposed inclusion in the District's sphere would not alter existing land uses on the parcels.

The parcel in Palo Alto is designated for Open Space (OS) and is currently vacant. The City of Palo Alto does not provide service in this area but in the past has allowed West Bay Sanitary District to provide sewer service in the area. The City's General Plan contains no policies related to extension of sanitary sewer and the city evaluates proposals on a case-by-case basis. However, as of writing this staff report, the City of Palo Alto

Planning Department has not provided input on this issue. Clarification is required on the planned land use for this parcel located within the city limits.

2. The present and probable need for public facilities and services in the area.

Finding: A map (Attachment # 3) showing the results of a 1998 field survey conducted by the County Environmental Health Department indicates that 3 of the parcels (APNs 182-34-064, 065, 063) proposed for inclusion in the sphere do not have high ground water or limiting slope conditions. Two of the parcels, APNs 182-34-064 and 065 are currently developed with single-family homes served by septic systems and APN 182-34-063 is currently vacant. At this time no further documentation is provided to demonstrate present or probable need for sewer service on these parcels. The field survey does not provide any information on the fourth parcel (APN 182-36-022). This finding cannot be made until further documentation is provided.

3. The present capacity of public facilities and adequacy of public services which the agency provides or is authorized to provide.

Finding: The County does not provide municipal services to unincorporated areas within the county, and does not allow urbanized development in the unincorporated areas. The City of Palo Alto also does not provide services to the parcels in this area as they are located outside its urban service area and are separated by the open space reserve lands. West Bay Sanitary District is authorized to provide sewer services and the addition of these lands to its SOI will not impact the capacity or adequacy of its services.

4. The existence of any social or economic communities of interest in the area.

Finding: The area is accessed through the Town of Portola Valley, which is partially served by the District and partially served by individual septic systems. The area is physically separated from other neighborhoods in Santa Clara County as it is surrounded by open space reserve lands. The District currently provides sewer service to many parcels within this area. Inclusion of the parcels within the SOI of the District will not affect the community. However, the inclusion of these parcels in the SOI will leave only a few other unincorporated parcels in the area bound on the eastern side by the open space reserve that are not within the SOI of the District. No analysis has been conducted to determine if these parcels would benefit from inclusion in the District's SOI.

PROPOSED ANNEXATION

The District is proposing to annex 14 parcels out of which 10 are within the District SOI and the remaining 4 are proposed for inclusion in the SOI prior to annexation.

The following analysis however, includes only the 10 parcels that are currently within the District's SOI. The 4 parcels that are not currently within the District's SOI are not included in this analysis at this time because of unresolved issues relating to their

inclusion in the SOI of the District. Annexation can only be considered if territory is within an agency's SOI.

Health and Safety Issues

A reasonable justification for annexation to a special district would be to address health and safety related needs. Seven out of the 10 parcels have been identified in the Environmental Health Department's Map to have potential high ground water and steep slope conditions. These conditions combined with proximity of the area to the creek and related public health concerns would not allow replacement of failing septic systems. The map states that conditions on the other 3 parcels are unclear. However, all the 10 parcels are situated along the Creek and thus justify the need for connecting to the sewer.

Logical and Efficient Boundaries

All 10 parcels are within the District's SOI. However, the parcels proposed for annexation are not contiguous to each other. Health and Safety Code Section 6830 (d) allows "the district to annex territory not contiguous to the district that will, in the opinion of the district board, be benefited by inclusion in the district".

Provision of Services

District has indicated that it has adequate sewer capacity to provide services to the properties without detracting from the existing service levels within this area.

Conversion of Agricultural or Open Space Lands

None of the 10 parcels are currently in agricultural production or designated as open space.

Alternatives to Annexation

There are no feasible alternatives to annexation to the district as there are no other existing sewer systems in the area. The only alternative would be to continue to rely on septic systems, which over time will be ineffective due to site conditions such as a high ground water, steep slopes and proximity to the Creek.

Duplication of Services

Annexation will not result in a duplication of services. The parcels under consideration are all within the SOI of West Bay Sanitary District and are unincorporated; the County does not provide sewer service.

Property Tax Negotiations

The West Bay Sanitary District is not party to the Master Tax Agreement between Santa Clara County and special districts and cities in the county because the District lies almost entirely within San Mateo County. Therefore, resolutions negotiating a zero percent

property tax exchange are required to be adopted by the Santa Clara County Board of Supervisors and the District prior to the San Mateo LAFCO's final action.

CONCLUSION

Staff recommends annexation of the 10 parcels that are currently within the SOI of the District. All these parcels are along the creek and or have limiting site conditions for repair of failing septic systems. These parcels are not sub dividable but provision of sewer to these parcels could potentially allow development of 2 new homes on the 2 vacant lots and possibly secondary dwelling units on other parcels subject to approval by the County. The project has no significant growth inducing impacts or negative impacts on the agricultural or open space resources in the area.

Staff is recommending denial of the SOI amendment to include the 4 parcels at this time, until further study is conducted to determine the need for services to these parcels. This will ensure compliance with the basic policy that urban services should not be provided in the unincorporated rural areas except to resolve a demonstrated health and safety concern. Annexation of these 4 parcels may be considered after the SOI issues are resolved.

ATTACHMENTS

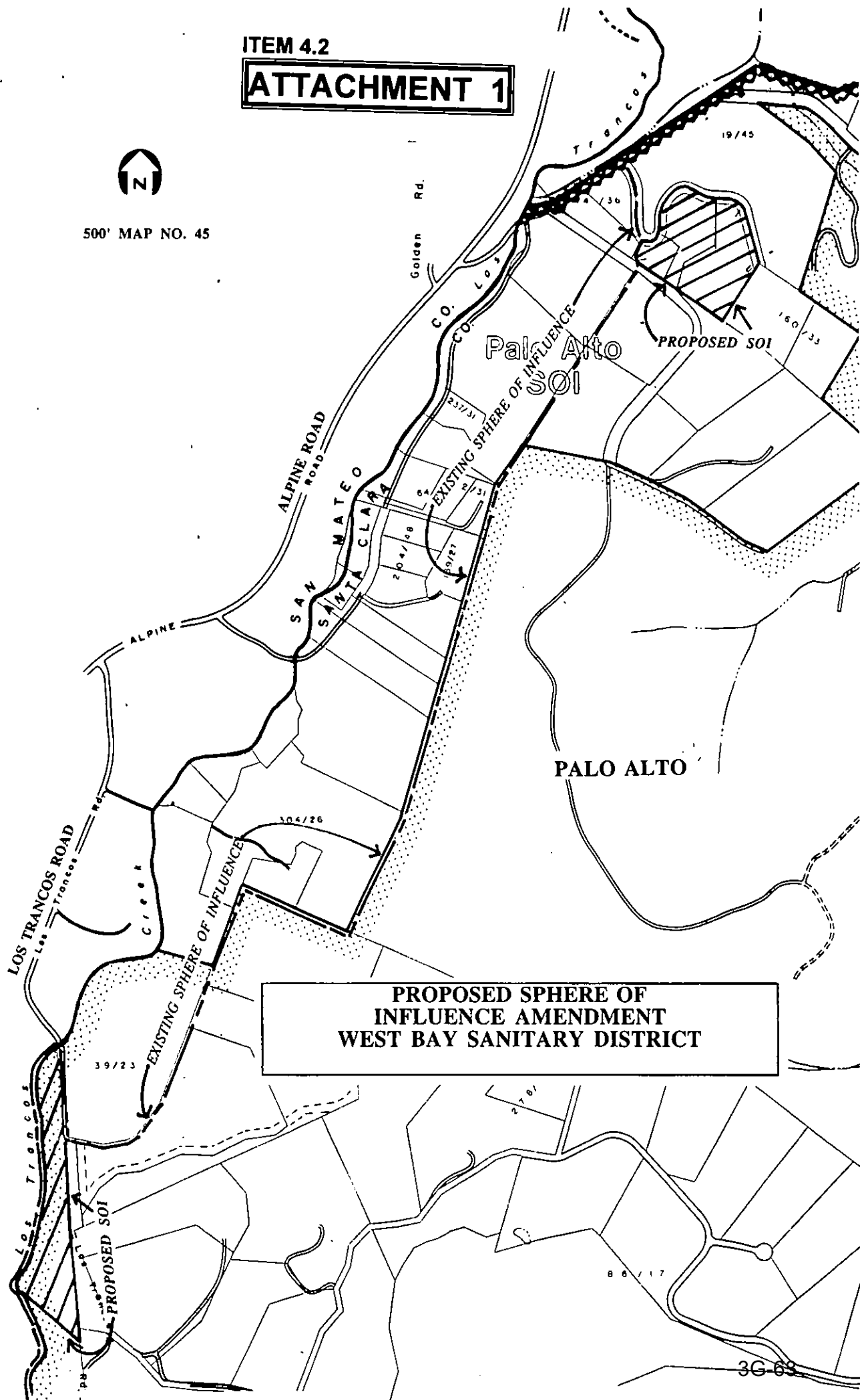
1. Map showing SOI, annexation and existing jurisdictional boundaries of District
2. LAFCO Analyst's Report
3. 1998 map showing results of field survey conducted by Santa Clara County Department of Environmental Health

ITEM 4.2

ATTACHMENT 1



500' MAP NO. 45





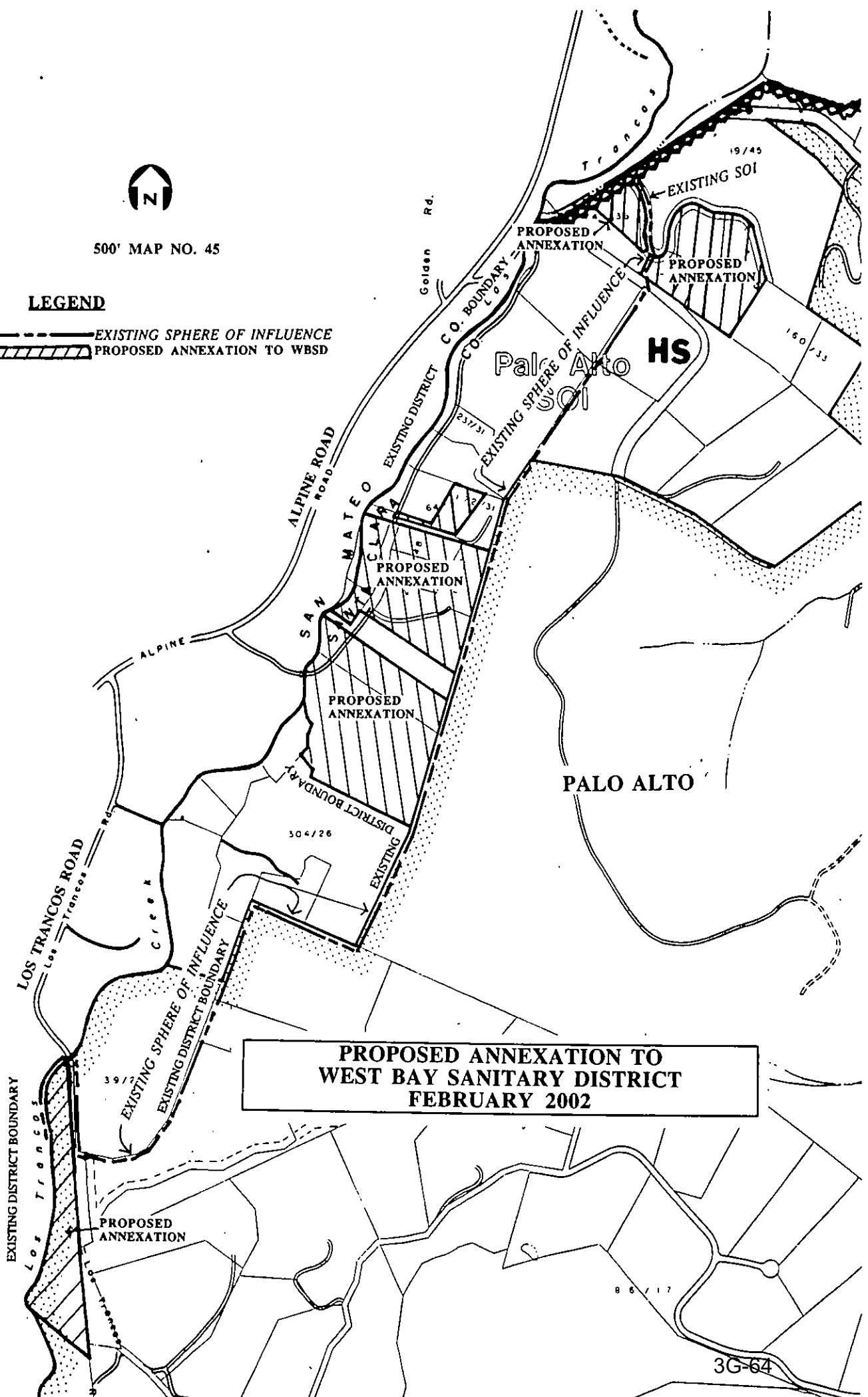
**PROPOSED SPHERE OF INFLUENCE AMENDMENT
WEST BAY SANITARY DISTRICT**



500' MAP NO. 45

LEGEND

-  EXISTING SPHERE OF INFLUENCE
-  PROPOSED ANNEXATION TO WBSD



**PROPOSED ANNEXATION TO
WEST BAY SANITARY DISTRICT
FEBRUARY 2002**

Date prepared: January 16, 2002

Hearing date: February 13, 2002

To: The Santa Clara County Local Agency Formation Commission
From: Dunia Noel, LAFCO Analyst
Subject: **West Bay Sanitary District Sphere of Influence Amendment (SOI) and Annexation (Arastradero Road)**

Recommended CEQA Action and Required Findings:

As a Responsible Agency under CEQA, LAFCO may take the following action regarding the Negative Declaration for projects referred to the Commission by another agency:

1. Find that [a] the Negative Declaration was completed in compliance with CEQA and is an adequate discussion of the environmental impacts of the project, [b] prior to making a recommendation on this project, LAFCO reviewed and considered the environmental effects of the project as shown in the Negative Declaration.

BACKGROUND

Project Description

The proposed project consists of the annexation of a total of 14 parcels into the West Bay Sanitary District to provide sanitary sewer service to these parcels, and a sphere of influence amendment to extend West Bay's sphere of influence to 4 of 14 parcels. Of the 14 parcels proposed for annexation, which are not all contiguous, 9 parcels are currently developed with houses and 5 parcels are vacant. All developed parcels at the site are served by existing septic systems.

Purpose and Need

Existing septic systems in the project area are failing due to high groundwater in the vicinity. The Santa Clara County Environmental Health Department has determined that at least 7 of the parcels in the project area are compromised by high groundwater or have insufficient space to expand existing septic systems due to excessive slopes. An additional 3 parcels have unclear conditions and require wet weather testing. However, Environmental Health also concluded that 3 of the parcels in the project area have no high groundwater or limiting slope conditions. The proposed SOI amendment and annexation to the West Bay Sanitary District are intended to allow installation of a

sanitary sewer system that would allow abandonment of the existing septic systems and thereby eliminate the existing health and water quality risk.

Although these parcels are located in Santa Clara County, property owners have requested that West Bay Sanitary District (a San Mateo County based special district) provide sanitary services to the project area. Therefore San Mateo LAFCO has jurisdiction over this special district annexation and Sphere of Influence amendment and any action that the Santa Clara LAFCO takes on the negative declaration is advisory only.

Project Location

A total of 13 of the 14 parcels proposed for annexation (28 acres, non-contiguous site) are located in unincorporated Santa Clara County, along Old Alpine Road between Creek park Drive and Arastradero Road, just south of Los Trancos Creek (which forms the border of San Mateo County). One additional parcel (3 acres) is located within the City of Palo Alto, approximately one-half mile southwest of the other 13 parcels, along Los Trancos Road south of the intersection with Alpine Road and east of Los Trancos Creek.

Land Use and Planning

The Santa Clara County Zoning Ordinance and General Plan designate the 13 parcels within unincorporated Santa Clara County as HS (Hillside Zoning). The City of Palo Alto Zoning Ordinance and Comprehensive Plan designate the southernmost parcel as Open Space (OS). The proposed project would not alter existing land uses in the study area. The applicants are not proposing any change to the existing zoning or general plan designations for the properties. As such, the project will not result in any impacts upon any of the current land use designations or development policies of the County or city.

ENVIRONMENTAL ASSESSMENT

Negative Declaration

An Initial Study and Negative Declaration have been prepared for the project. There were no significant impacts identified by the Initial Study. Environmental factors of specific concern to LAFCO are discussed below.

ENVIRONMENTAL FACTORS OF CONCERN TO LAFCO

Premature Conversion of Agricultural and Open Space Lands

Of the 14 parcels proposed for annexation, 9 currently contain single-family residences on lots ranging in size from 1 acre to 3 acres. Of the 4 parcels proposed for inclusion into the sphere of influence, 1 currently contains a single-family residence. None of the parcels is currently in agricultural production or designated for open space. The project therefore will not result in the conversion of any agricultural or open space lands.

Growth Inducement

The subject parcels are located within the unincorporated section of Santa Clara County except for one parcel in the Palo Alto City Limits. As such, any subdivision proposal for any of these parcels must comply with the density requirements of the County General Plan. The County's General Plan designation for the parcels within the study area is

Hillside (20 acre minimum lot sizes). The one parcel located in the City of Palo Alto has a General Plan designation of Open Space (10 acre minimum lot sizes). Therefore, none of these parcels involved in this project are eligible for further subdivision.

The area included in the proposal sphere is geographically well-defined. The parcels proposed to be included in the sphere amendment are all located between Los Trancos Creek, which is also the County boundary, and a quickly rising hillside to the south. The geography constrains the limits of growth-inducing impacts associated with this proposal.

Of the 10 parcels proposed for annexation only, and the 4 parcels proposed for both annexation and inclusion in the SOI, there is the possibility of 5 new primary dwelling units to be constructed. No additional units are proposed as part of the annexation request and no plans have been submitted at this time.

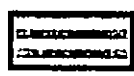
The provision of sewers to each of the parcels, however, may provide an impetus for additional secondary units in the area, which require a special permit, by removing the current requirement to have a separate system for each dwelling unit. As part of the review for each Special Permit application, the County would evaluate the existing roadway conditions for increased traffic and safety impacts. Improvements to existing roadway to mitigate any impacts could be made a condition of approval for any Special Permit, if deemed necessary by County staff. As a result, the project is not expected to result in any significant impacts.

Provision of Public Services

According to the Negative Declaration/Initial Study, all urban services are available to the site. West Bay Sanitary District has indicated that it does have adequate sewer capacity to provide services to the properties without detracting from the existing service levels within this area. As such, the overall impact on services is minimal.

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9

SANTA CLARA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT Site Review Results



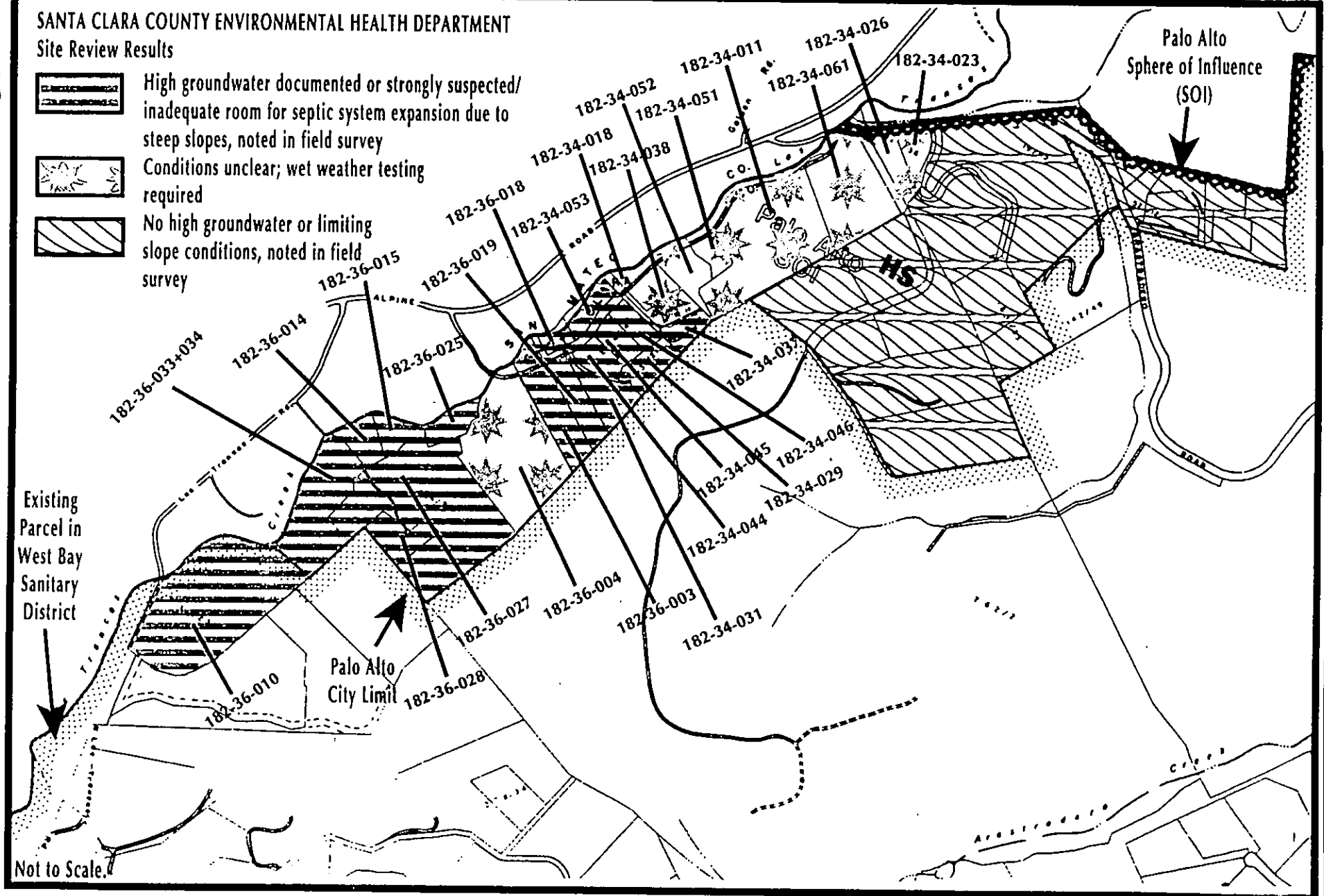
High groundwater documented or strongly suspected/
inadequate room for septic system expansion due to
steep slopes, noted in field survey



Conditions unclear; wet weather testing
required



No high groundwater or limiting
slope conditions, noted in field
survey



Source: County of Santa Clara

RESOLUTION NO. 939

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, AMENDING THE SPHERE OF INFLUENCE
OF THE WEST BAY SANITARY DISTRICT AND
APPROVING THE
ANNEXATION OF THE LANDS OF CONROE, GERST ET AL.
TO THE WEST BAY SANITARY DISTRICT,
WAIVING CONDUCTING AUTHORITY PROCEEDINGS
AND ORDERING SAID ANNEXATION**

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 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 at the time noticed thereof, 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, annexation of certain parcels is not consistent with existing district sphere of influence and it is appropriate that the Commission consider amendment of the sphere in connection with this proposal; and

WHEREAS, the landowners and District have requested that the Commission waive conducting authority proceedings pursuant to government code Section 56663; and

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

Section 1. The West Bay Sanitary District sphere of influence is hereby amended to include the territory shown in Exhibit 1.

Section 2. The statement of determinations required by Government Code Section 56425 are as follows:

1) The present and planned land uses in the area, including agricultural and open space lands.

The present and planned land uses in the area are residential in nature with a County General Plan designation of Hillside and a city general plan designation of "Open Space District" which permits residential development.

(2) The present and probable need for public facilities and services in the area.

The area is an unincorporated, residential area and as reported by Santa Clara County Environmental Health, is characterized by high ground water and slopes making use of septic systems problematic. Future demand for services would increase as additional development occurs consistent with, and limited by City and County adopted general plans and zoning regulations.

- (3) The present capacity of public facilities and adequacy of public services which the agency provides or is authorized to provide.

The City of Palo Alto is the next nearest sewer provider in the area but the area is physically separated from the City and the City cannot extend sewer service. West Bay Sanitary District is a regional sewer provider already serving adjacent areas and has indicated that it has sewage treatment capacity.

- (4) The existence of any social or economic communities of interest in the area if the Commission determines they are relevant to the agency.

This residential neighborhood south of Los Trancos Creek can be identified as a community of interest in that the area is accessed from the Town of Portola Valley and served by the same water provider. West Bay Sanitary District is already serving adjacent areas including other residential parcels in Santa Clara County along the Creek.

Section 3. This proposal is approved subject to the following conditions:

- a) submittal of revised maps and legal descriptions which meet the requirements of the State Board of Equalization and the County of Santa Clara Surveyor.

Section 4. The boundaries as set forth in the application are hereby approved as submitted and are as described in Exhibit "2" attached hereto and by this reference incorporated herein.

Section 5. The territory consists of 25.04 acres, is found to be inhabited, and is assigned the following distinctive short form designation: Annexation of the Lands of Conroe, Gerst et al. to the West Bay Sanitary District.

Section 6. Subsequent annexation of the territory to West Bay Sanitary District On-Site Wastewater Disposal Zone if required is hereby approved.

Section 7. Conducting authority proceedings are hereby waived in accordance with Government Code Section 56663 and this annexation is hereby ordered.

Regularly passed and adopted this 15th day of May, 2002.

Ayes and in favor of said resolution:

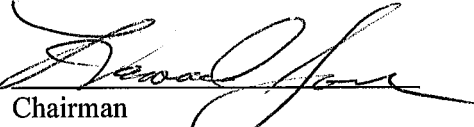
Commissioners: Duane Bay
Robert Craig (Alt)
Rich Gordon
Rose Jacobs Gibson (Alt)
Marguerite Kaufman
Sepi Richardson
Howard Jones

Noes and against said resolution:

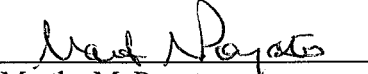
Commissioners: none

~~Absent and/or Abstentions:~~

Commissioners: Iris Gallagher, Jerry Hill


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

ATTEST:


 Martha M. Poyatos
 Executive Officer
 Local Agency Formation Commission

Date: 5/16/02

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

Date: _____

 Martha Poyatos
 Clerk to the Commission



WEST BAY SANITARY DISTRICT AGENDA ITEM 3H

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *Consider to Approve Resolution of Intention to Annex Certain Territory (20 Shoshone Place, Portola Valley) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing*

Background

This property will utilize a Grinder Pump system; consequently this property must be annexed into the District's On-Site Wastewater Disposal Zone. The proponent shall be required to install a Grinder Pump system and connect to a WBSD force main (FM) located on Shawnee Pass in front of 135 Shawnee Pass.

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

Analysis

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

Fiscal Impact

None.

Recommendation

The General Manager recommends that the District Board adopt the attached Resolution of Intention to Annex Certain Territory to the West Bay Sanitary District On-Site Wastewater Disposal Zone and request November 9, 2022 as the date of the public hearing.

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

RESOLUTION NO. _____(2022)

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

Lands of Davidson

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

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

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

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

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

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

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

In consideration of the foregoing findings and determinations,

IT IS RESOLVED by the District Board as follows:

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

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

Date: November 9, 2022
Time: 7:00 PM
Place: West Bay Sanitary District Offices
500 Laurel Street
Menlo Park, CA 94025

& via Zoom

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

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

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 14th day of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Attest:

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

EXHIBIT "A"

Date: May 26, 2022

Annexed to: West Bay Sanitary District

Name of Annexation: West Bay Sanitary

Geographic Description
Lands of Davidson

All that certain real property, situate in the Town of Portola Valley, County of San Mateo, State of California, being all of Lot 2, Block 4 and a portion of the right of way of Shoshone Place (50 feet wide), as shown on that certain map entitled "Tract No. 774 Arrowhead Meadows Unit No. 4", filed in the office of the County Recorder of San Mateo County on March 17, 1959 in Volume 50 of Maps at Pages 45, 46, 47 & 48, more particularly described as follows:

Beginning at the Northeast corner of West Bay Sanitary District Resolution No. 1211, said point also being on the South right of way line of said place and the Northwest corner of said lot;

Course 1.) North 03°30'00" West, 25.00 feet to the centerline of said Shoshone Place, thence, Course 2.) Along said centerline, North 86°30'00" East, 135.00 feet to the center of Shoshone Place cul-de-sac, thence,

Course 3.) Leaving last said centerline, South 27°00'00" East, 40.00 feet to said south right of way and the Northeast corner of said lot, thence,

Course 4.) Along the Northeast line of said lot, South 48°01'15" East, 210.17 feet to the East corner of said lot, thence,

Course 5.) Along the Southeast line of said lot, South 48°34'47" West, 175.00 feet to the Southeast corner of said lot, thence,

Course 6.) Along the South line of said lot, North 84°00'00" West, 80.00 feet to the Southwest corner of said lot, thence,

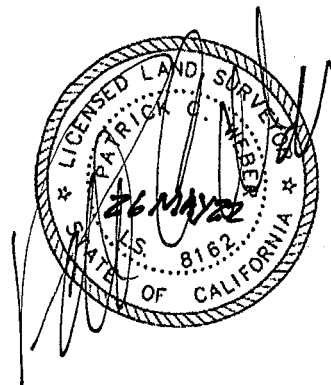
Course 7.) Along the Westerly line of said lot, North 27°44'43" West, 140.44 feet to the Westerly angle point of said lot, said point also being the Southeast corner of said resolution, thence,

Course 8.) Along last said westerly line and the Easterly line of said resolution, North 14°00'00" West, 130.00 feet to the **Point of Beginning** containing 1.23 acres, more or less.

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

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

EXHIBIT A PAGE 1 OF 2

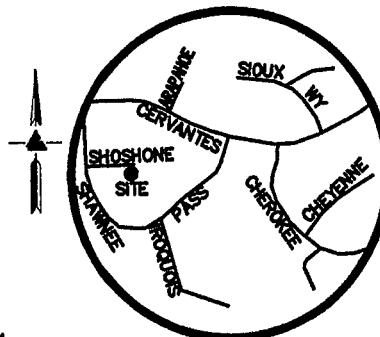


WEST BAY SANITARY DISTRICT (20 SHOSHONE PLACE)

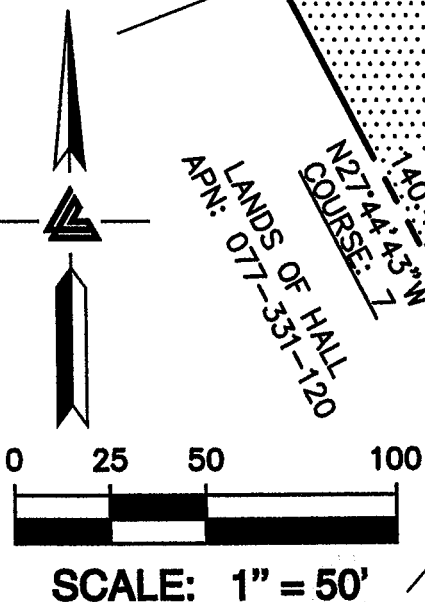
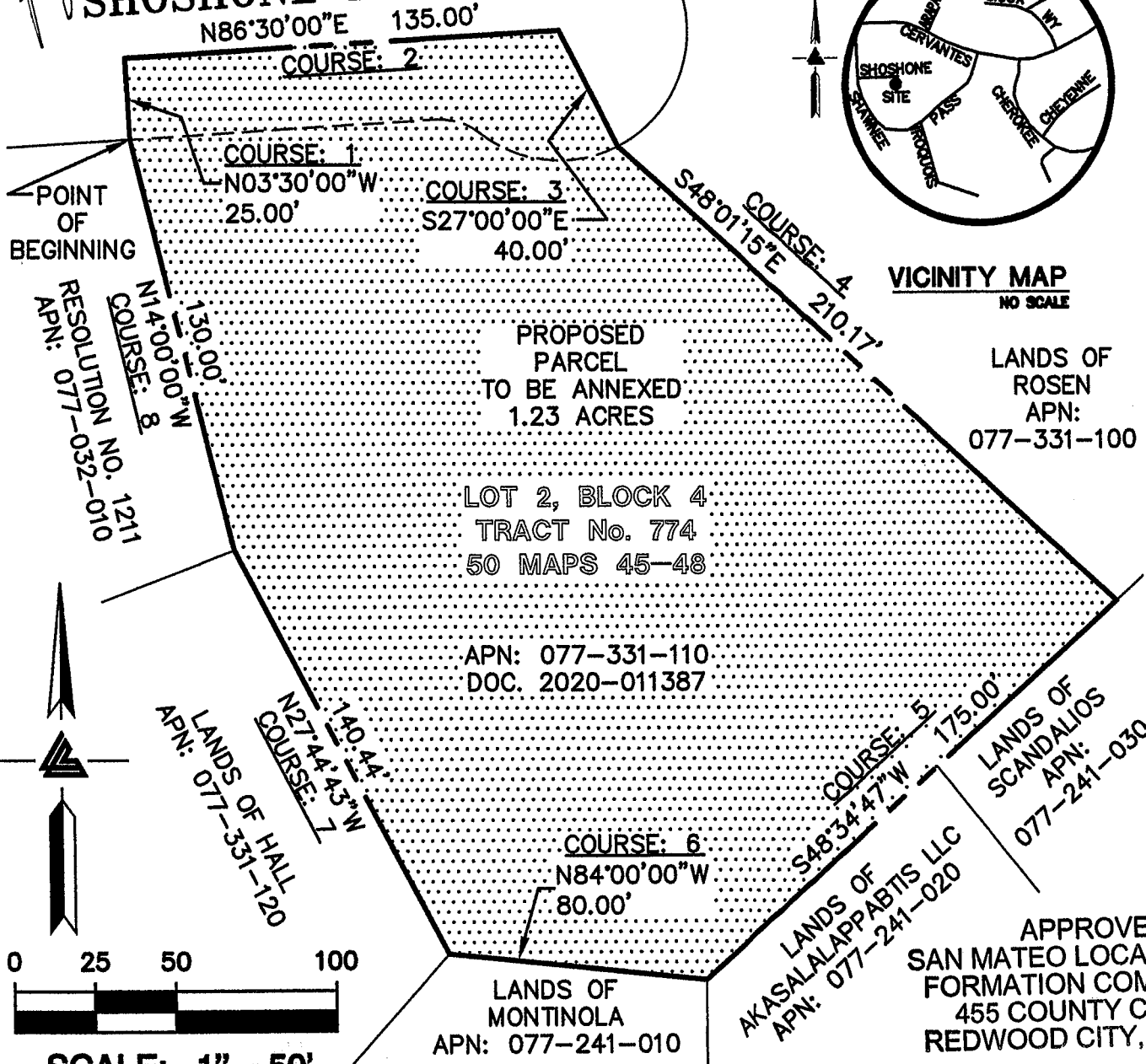


DISCLAIMER:
FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

SHOSHONE PLACE (50')



VICINITY MAP
NO SCALE



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

EXHIBIT A PAGE 2 OF 2

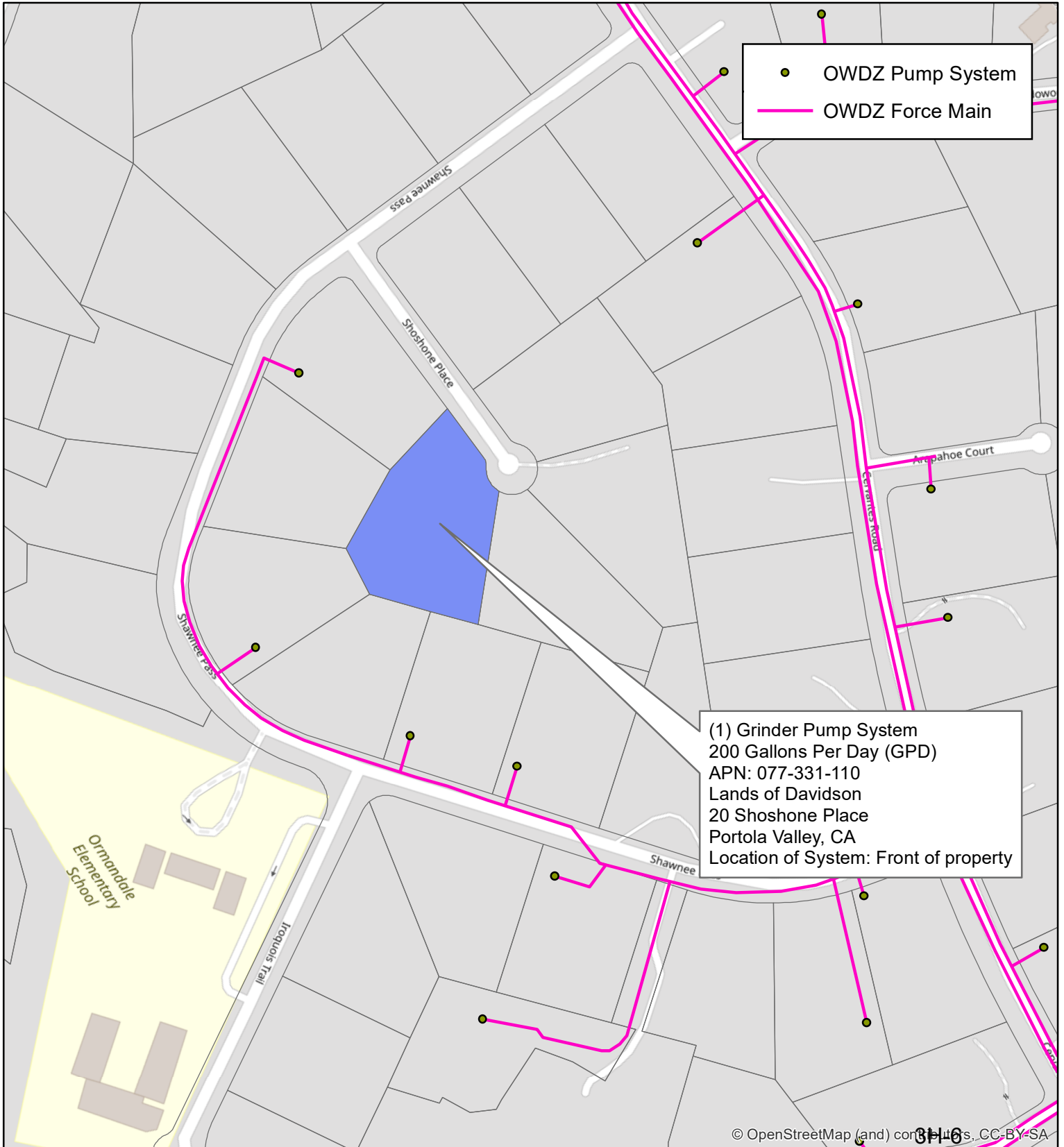
LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS • LAND SURVEYORS

BAY AREA REGION 2495 INDUSTRIAL PKWY WEST HAYWARD, CALIFORNIA 94545 (P) (510) 887-4086 (F) (510) 887-3019 WWW.LEABRAZE.COM	SACRAMENTO REGION 3017 DOUGLAS BLVD, # 300 ROSEVILLE, CA 95661 (P) (916) 966-1338 (F) (916) 797-7363
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EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED SEWER ANNEXATION
20 SHOSHONE PLACE
PORTOLA VALLEY, CALIFORNIA
SAN MATEO COUNTY
RANCHO EL CORTE MADERA



WEST BAY SANITARY DISTRICT
EXHIBIT "B"
SITE LOCATION
20 SHOSHONE PLACE
PORTOLA VALLEY, CA
GRINDER SYSTEM



2022-047208 CONF

8:56 am 06/10/22 CCL Fee: NO FEE

Count of pages 7

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



(This space for Recorder's use only)

RECORDING REQUESTED BY:

SAN MATEO LAFCO
LOCAL AGENCY FORMATION COMMISSION

WHEN RECORDED, PLEASE SEND TO:

San Mateo LAFCo

LAF 124

SHORT-FORM DESIGNATION OF DOCUMENT:

Annexation of 20 Shoshone Place, Portola Valley to the West Bay Sanitary District

RECORDER'S CODE: CCL

(Exempt from filing fees per Government Code 6103)



LOCAL AGENCY FORMATION COMMISSION

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

CERTIFICATE OF COMPLETION

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

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

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

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

3. The above-listed cities and/or districts are located within the following counties: San Mateo County and Santa Clara County.
4. A description of the boundaries of the above-cited change of organization or reorganization is shown on the attached map, marked Exhibit A and by reference incorporated herein.
5. The territory involved in this change of organization or reorganization is uninhabited.
6. This change of organization has been approved subject to the following terms and conditions, if any: None.
7. The resolution confirming this change of organization was adopted on April 20, 2022 by LAFCo, is marked Exhibit B, and by reference incorporated herein.

I hereby certify that I have examined the above-cited resolution, including any terms and conditions, and the map description and have found these documents to be in compliance with Resolution 1283, adopted on April 20, 2022.

Dated: June 10, 2022

Rob Bartoli
Executive Officer

COMMISSIONERS: MIKE O'NEILL, CHAIR, CITY ▪ ANN DRAPER, VICE CHAIR, PUBLIC ▪ HARVEY RARBACK, CITY ▪ DON HORSLEY, COUNTY
▪ WARREN SLOCUM, COUNTY ▪ KATI MARTIN, SPECIAL DISTRICT ▪ RIC LOHMAN, SPECIAL DISTRICT

ALTERNATES: VACANT, SPECIAL DISTRICT ▪ DIANA REDDY, CITY ▪ JAMES O'NEILL, PUBLIC ▪ DAVE PINE, COUNTY

STAFF: ROB BARTOLI, EXECUTIVE OFFICER ▪ TIM FOX, LEGAL COUNSEL ▪ ANGELA MONTES, CLERK

EXHIBIT "A"

Date: May 26, 2022

Annexed to: West Bay Sanitary District

Name of Annexation: West Bay Sanitary

Geographic Description
Lands of Davidson

All that certain real property, situate in the Town of Portola Valley, County of San Mateo, State of California, being all of Lot 2, Block 4 and a portion of the right of way of Shoshone Place (50 feet wide), as shown on that certain map entitled "Tract No. 774 Arrowhead Meadows Unit No. 4", filed in the office of the County Recorder of San Mateo County on March 17, 1959 in Volume 50 of Maps at Pages 45, 46, 47 & 48, more particularly described as follows:

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Course 3.) Leaving last said centerline, South 27°00'00" East, 40.00 feet to said south right of way and the Northeast corner of said lot, thence,

Course 4.) Along the Northeast line of said lot, South 48°01'15" East, 210.17 feet to the East corner of said lot, thence,

Course 5.) Along the Southeast line of said lot, South 48°34'47" West, 175.00 feet to the Southeast corner of said lot, thence,

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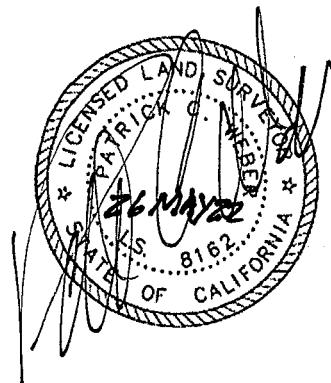
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Course 8.) Along last said westerly line and the Easterly line of said resolution, North 14°00'00" West, 130.00 feet to the **Point of Beginning** containing 1.23 acres, more or less.

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

EXHIBIT A PAGE 1 OF 2

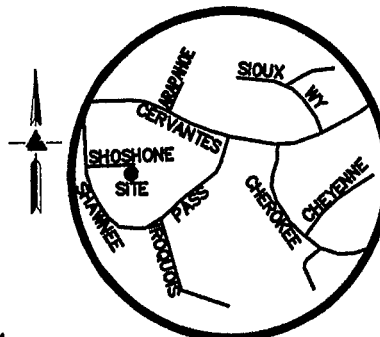


WEST BAY SANITARY DISTRICT (20 SHOSHONE PLACE)

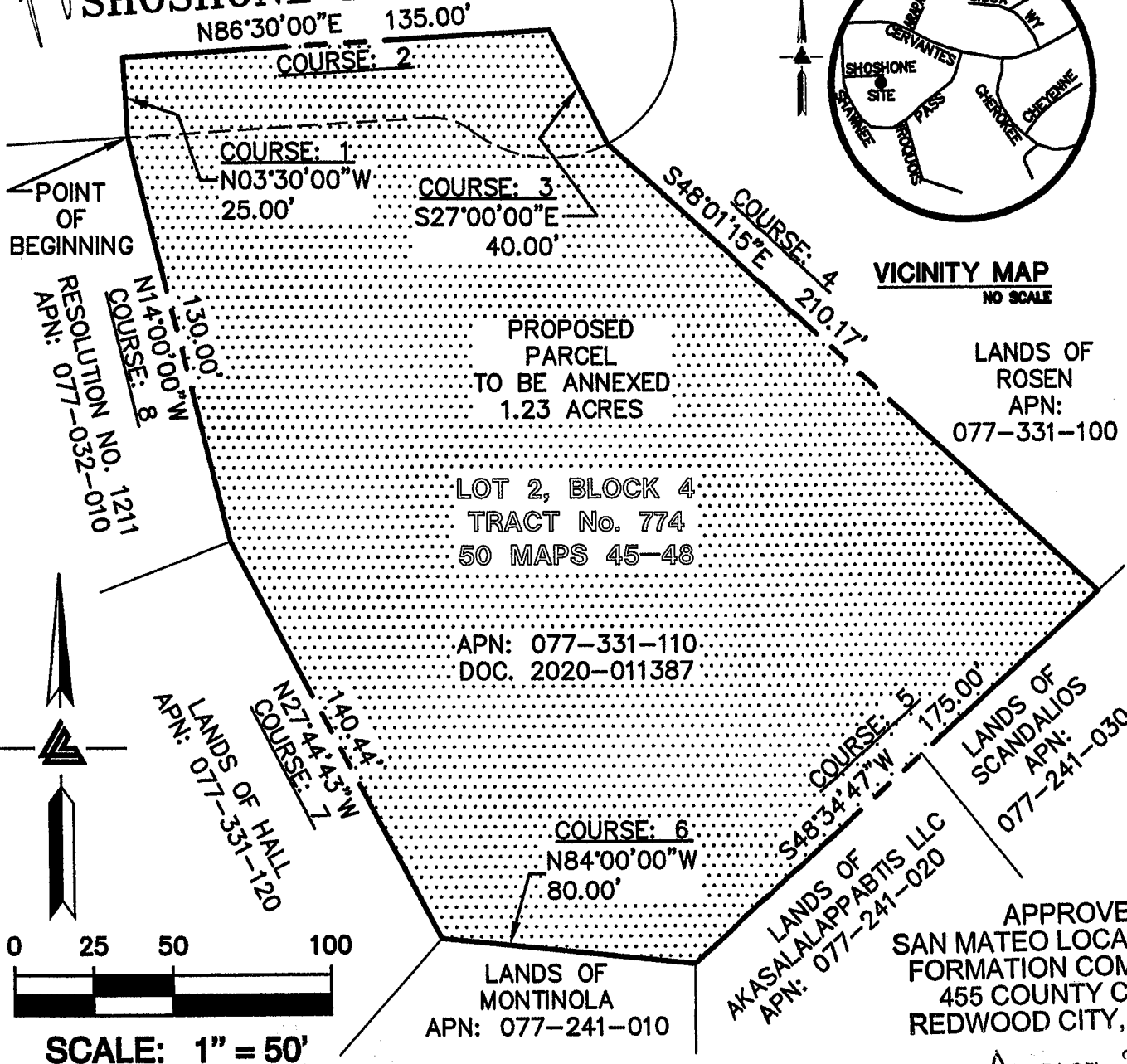


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FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

SHOSHONE PLACE (50')



VICINITY MAP
NO SCALE



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

EXHIBIT A PAGE 2 OF 2



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

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WWW.LEABRAZE.COM

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED SEWER ANNEXATION
20 SHOSHONE PLACE
PORTOLA VALLEY, CALIFORNIA
SAN MATEO COUNTY
RANCHO EL CORTE MADERA

RESOLUTION NO. 1283

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 22-03 -
ANNEXATION OF 20 SHOSHONE PLACE, PORTOLA VALLEY, (APN 077-331-110)
TO THE WEST BAY SANITARY DISTRICT AND THE ON-SITE WASTEWATER DISPOSAL ZONE, 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 landowners and District have requested that the Commission waive conducting authority proceedings pursuant to government code Section 56837(c); and

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

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

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

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

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

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

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

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

EXHIBIT B PAGE 2 OF 3

Regularly passed and adopted this 20th day of April, 2022.

EXHIBIT B PAGE 3 OF 3

Ayes and in favor of said resolution:

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

Noes and against said resolution:

None

Commissioners Absent and/or Abstentions:

Commissioners: None

Michael O'Neil

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

ATTEST:

Roberto J. Bartolif

Executive Officer
Local Agency Formation Commission

Date: April 28, 2022

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

Date: _____

Clerk to the Commission
Local Agency Formation Commission

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WEST BAY SANITARY DISTRICT AGENDA ITEM 4

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *General Manager's Report*

1) Administrative:

- a. South Bayside Waste Management Authority (SBWMA) inquired about using three to five acres of the Flow Equalization Recourse Recovery Facility (FERRF) to store and handle carts and bins. SBWMA is undergoing a site optimization study where they would move a portion of their operation from the San Carlos transfer station to FERRF.
- b. The District is one of the sponsors to the Tour de Menlo. The event is scheduled on September 17th. The District will have a half dozen staff members and their families participate.
- c. A contractor in the Town of Atherton has encroached in the District's Sanitary Sewer Easement and has apparently damaged the public sewer main. Staff is working to have the public sewer main replaced and moved away from the proposed new home at the contract's expense. A new easement location will be recorded with the County of San Mateo.
- d. Staff has engaged Freyer & Laureta Inc. to assist with the preparation of the 2023 Master Plan Request for Proposals.

2) Finance:

- a. Finance Manager Fisher, has begun to work with the District's Auditors. The Auditors will be on site on September 12, 2022.
- b. The State issued their Intended Use Plan Draft for State Revolving Fund and unfortunately the Bayfront Reclaimed Water Facility and the Avey Altschul Pump Station projects did not receive funding in the first round. According to the State, they had a back log of projects that took priority and new project were not accepted.

3) CIP Projects:

a. Construction Capital Improvement Program (CIP):

- i. The bid opening for the Bayfront Sewer Improvements Project is scheduled for October 18, 2022 at 10AM.
- ii. Freyer & Laureta Inc. is coordinating a public sewer main project with the City of Menlo Park at the intersection of Ravenswood and Laurel St. The City will be paving the area at the end of the year. The item will be come to the Board at the September 14th Regular Board Meeting.

Report to the District Board for the Regular Meeting of September 14, 2022

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

- iii. Two pipeline segments in an easement at Alberni Street and Menalto Avenue will need to be replaced. The item will be come to the Board at the September 14th Regular Board Meeting.

b. Levee Improvement Project:

- i. Army Corps of Engineers 30 day comment period has begun. The 30 day comment period is for the re-application on the permitting of the levee project. The District will need to extend the services of Freyer & Laureta Inc. to cover the second alternative analysis, supporting documents, and to finalize the permitting process. Construction should begin in early 2023.

4) Information Technology (IT):

- a. SeekZen Systems, IT consultant, is assisting with upgrading the District's office data network to replace its 10-year old network switches to a Cisco Meraki 48-port switches as well as upgrade all Wi-Fi access points (APs) with a new Cisco Meraki 802.11ax Wi-Fi.
- b. Staff is implementing new migrate backup solution from Barracuda to Synology due to increasing annual maintenance and support by Barracuda. Synology is a product of SeekZen Systems, the District's IT consultant, and is ¼ the cost.

5) Operations and Maintenance:

a. Collection System:

- i. The District experienced a Sanitary Sewer Overflow (SSO.) The SSO occurred on Ringwood Avenue and Van Buren Road in Menlo Park). Crews will perform several PipePatch point repairs so that the SSO does not happen again.

b. Pump Facilities:

- i. The pump crews and the Operations Superintendent are evaluating the telemetry system for the pump stations. The current ISAC System has been in place for over twenty years and will no longer be supported.

c. Training:

- i. All Staff received Active Shooter training on August 15th.
- ii. The Pump Crew and Utility Worker received FLYGT School training. The training consisted of performing oil changes and routine maintenance on pumps, as well as, tearing down pumps and rebuilding them.

6) Water Quality:

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

- i. 9.2 million gallons of wastewater were treated in the month of August and 8.1 million gallons of reclaimed water were delivered to SHGCC.
- ii. The Avy Altschul Pump Station estimate has been revised to reflect current market and contractor bid conditions. The new cost is estimated to be approximately \$732 thousand rather than the original \$500 thousand estimate from 2020.

b. Bayfront Recycled Water Facility (BRWF):

- i. A meeting is schedule with Signature Group over the MOU to deliver recycled water to the Willow Village Project. The Developer had been focused on working

Report to the District Board for the Regular Meeting of September 14, 2022

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

with City Staff to resolve the remaining outstanding items associated with the Willow Village land use entitlements.

- ii. The City of Menlo Park Staff will bring the Recycled Water Purveyor MOU to the City Council in September. This could establish the District as the reclaimed water provider for the Bayfront Recycled Water Facility within the City's service area.

7) **Fleet and Facilities:**

a. **Vehicle Maintenance:**

- i. A new Purchase Order was issued to Redwood Tire of Redwood City in order to purchase tires at the State Bid's pricing.

8) **Personnel:**

- i. The recruitment for the Associate Engineer position will be advertised soon.

9) **Upcoming Events:**

- a. **Next Regular Board Meetings:** Wednesday, September 28th.

10) **Misc. Items:**

- a. **LAFCo:** The General Manager will begin talks with San Mateo County and LAFCo regarding the divestiture of the Solid Waste Franchise.
- b. **West Bay:** The District has experienced 2 sanitary sewer overflow (SSO) in 2022.
- c. **Town of Los Altos Hills:** The new contract was approved by Town Council and will be revisited in year three of the contract if the Consumer Price Index is above the negotiated 4%.
- d. **Town of Woodside:** The new one year Woodside Maintenance Services Amendment was approved and began on July 1st.

Report to the District Board for the Regular Meeting of September 14, 2022

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

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WEST BAY SANITARY DISTRICT AGENDA ITEM 5

To: *Board of Directors*

From: *Debra Fisher, Finance Manager*

Subject: *Consider Approving Investment Policy and Resolution*

Background

The District Investment policy and California Government Code requires annual board review and approval. The District current investment policy is established in Resolution No. 2280 (2021), approved September 22, 2021. There are no material changes in the investment policy.

The Resolution corresponds to the current Investment Policy and supports the authority delegated in the policy.

Fiscal Impact

None.

Recommendation

The Finance Manager recommends the Board approve the Investment Policy and Investment Resolution.

Attachments: 2022-09-14 Resolution Investment Policy
Investment Policy Approved 2021-09-22

RESOLUTION NO. ____ (2022)

A RESOLUTION ESTABLISHING INVESTMENT AND PROCEDURE POLICY FOR THE WEST BAY SANITARY DISTRICT AND AMENDING RESOLUTION NO. 1996 (2016), 2198 (2020), 2280 (2021)

To ensure sound investment practices, which also meet legislative guidelines, the District Board of the West Bay Sanitary District finds and determines as follows:

WHEREAS, the District's Deferred Compensation Investment Funds are specifically excluded from this Policy and:

WHEREAS, the District's operating funds and bond proceeds may be invested in securities authorized by California Government Code Section 53601 and the Local Agency Investment Fund (LAIF), and Bank of the West Investment Management & Trust pursuant to Government Code Section 53630, and:

WHEREAS, with respect to investments with banks and/or savings and loan associations:

1. It is the policy of the District Board to satisfy the requirements of California Government Code Section 53637 by investing with those banks and savings and loan associations agreeing to pay the highest rate of interest, and:
2. Investments and deposits shall comply with all requirements of California Government Code §§ 53600 et seq. and §§ 53630 et seq. Notwithstanding this section, and with the exception of those funds deposited with the Local Agency Investment Fund, the Chief Fiscal Officer shall invest only in the instruments specifically authorized and approved by the District Board and recorded in the minutes of a meeting thereof, and:
3. All deposits shall be secured with eligible securities as provided in California Government Code §§ 53651, except that real estate secured promissory notes, as described in Section 53651(m), shall not be acceptable, and provided, further, that security may be waived to the extent that deposits are insured by the FDIC, and:
5. The District adopted the Public Agency Retirement Service Irrevocable Trust account for the proposed pre-funding of Other Post-Employment Benefits and designated the General Manager as Plan Administrator to make deposits as directed by the Board as well as withdrawals and reimbursement of expenses paid on behalf of eligible recipients by PERS.

WHEREAS, deposits with the Local Agency Investment Fund in the State Treasury shall be made pursuant to California Government Code § 16429.1, and:

WHEREAS, the appointment of the General Manager as the Deputy Secretary/Deputy Treasurer of the District Board, as Chief Fiscal Officer of the West Bay Sanitary District and granting the General Manager the authority to transfer funds to and from the LAIF, the Bank of the West Investment Management & Trust, the Public Agency Retirement Service, and to open accounts and invest funds in approved financial institutions, and to reinvest funds at maturity of deposit is necessary to ensure continuity of the District's operations, processes and procedures, and:

WHEREAS, pursuant to Health and Safety Code § 6487, the District Board acting by resolution may authorize the General Manager to sign releases, receipts and similar documents in the name of the District, and:

WHEREAS, the General Manager shall be deemed the Chief Fiscal Officer for the purposes of Section 53646 of the California Government Code.

NOW, THEREFORE in consideration of the foregoing, the District Board hereby establishes the following procedures for the transfer and investment of District monies:

1. The General Manager, without the prior approval of the District Board, may transfer to and from LAIF and the Bank of the West Money Market funds designated by the District Board as short-term operating reserves, which are required to meet the current expenses of the District. The General Manager shall provide the District Board in the Financial Activity Report the total transfers at the next regular meeting of the District Board following the month of such transfer.
2. The General Manager shall transfer to and from Bank of the West Investment Management & Trust those monies designated by the District Board as long-term investment funds and as approved by the District Board. The General Manager shall make such transfers only upon a specific instruction to do so, given by the District Board at a public meeting thereof. The General Manager shall provide the District Board with a statement explaining each transfer at the next regular meeting of the District Board following the date of such transfer and provide quarterly investment statements showing the details of all transactions, at the next regular meeting of the District Board following their availability.
3. The General Manager (Plan Administrator) may make deposits to PARS as directed by the Board. The General Manager (Plan Administrator), without prior approval of the District Board, may make withdrawals from PARS for the reimbursement of expenses paid on behalf of eligible recipients of PERS for Other Post-Employment Benefits.
4. The District Board shall annually review and approve the District's Investment Policy.
5. The General Manager (Chief Fiscal Officer) shall render a quarterly report to the District Board showing the type of investment, institution, date of maturity, amount of deposit, and rate of interest. The quarterly report shall specify in detail investments made pursuant to subdivision (i) of Section 53601, Section 53601.1, and subdivision (i) of Section 53635. The report shall also state its relationship to this statement of investment policy. The report shall be presented to the District Board within 30 days of the end of the quarter reported.
6. In carrying out the functions of these policies and procedures, the General Manager (Chief Fiscal Officer) shall consult regularly with the Board Treasurer and/or Board President.

In consideration of the foregoing findings and determinations,

IT IS RESOLVED as follows:

The General Manager of West Bay Sanitary District effective July 1, 2020, Sergio Ramirez, is appointed Deputy Secretary/Deputy Treasurer of the District Board, the Chief Fiscal Officer of the West Bay Sanitary District and authorized to act for and on behalf of the District and the District Board to transfer funds to and from the Local Agency Investment Fund, the Bank of the West Investment Management & Trust and the Public Agency Retirement Service, in accordance with this resolution.

The General Manager is authorized to open Certificate of Deposit accounts in the name of the District, when instructed to do so by the District Board. Within 60 days of maturity of a Certificate of Deposit, the General Manager shall advise the Board of the rates offered for redeposit. Pursuant to instructions by the District Board, the General Manager is authorized to liquidate or redeposit Certificates of Deposit as instructed, provided, however, that all such deposits and redeposit shall be limited exclusively to negotiable certificates of deposit meeting the requirements of Government Code §53635 (h).

The General Manager is expressly authorized to sign and execute on behalf of the District such applications, receipts, and other documents as may reasonably and necessarily be required to conduct these activities, and to give directions telephonically regarding these matters.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the September 14, 2022, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

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



West Bay Sanitary District

Investment Policy

Approved by a motion of the District Board on
September 22, 2021

[\(Review September 14, 2022\)](#)

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

INVESTMENT POLICY

Introduction

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities.

The investment policies and practices of the West Bay Sanitary District (District) are based on state law and prudent money management. All funds will be invested in accordance with the District's investment policy and the California Government Code.

Scope

This investment policy applies to all funds and investment activities under the direction of the District.

Prudence

The standard of prudence to be used by investment officials shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District.

Objectives

The primary objectives, in priority order, of the investment activities of the District shall be:

- 1) **Safety**. Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
- 2) **Liquidity**. The District shall maintain sufficient investments in liquid accounts to meet anticipated cash flow needs for the next six to twelve months. Liquidity refers to the ability to sell at any given moment with a minimal chance of losing principal or interest.
- 3) **Return on Investment**. The investment portfolio of the District shall be designed with the objective of attaining a market rate of return on its investments consistent with the constraints imposed by its safety objective and cash flow considerations.

Delegation of Authority

The Board of Directors delegates day-to-day responsibility for investments to the ~~District~~-General Manager/Chief Fiscal Officer (CFO). This delegation of authority shall be in effect for a one-year period and must be reviewed, and if still applicable, renewed annually. If authority has been delegated, the District staff shall submit a quarterly report of investment transactions to the Board of Directors, as required by California Government Code, Section 53607.

The Board may delegate the authority to invest, reinvest, sell, or exchange securities on behalf of the District to a registered investment advisor. The registered investment advisor shall follow this Policy and such other written investment instructions as provided.

The Board of Directors shall monitor and review all investments for consistency with this investment policy.

Investment Procedures

The District shall establish written investment procedures for the District's investment program consistent with this Policy. The procedures should include reference to: safekeeping, wire transfer agreements, banking service contracts, cash flow forecasting, and collateral/depository agreements.

Ethics and Conflict of Interest

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the CFO and Finance Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the District.

Authorized Financial Dealers and Institutions

The CFO, Finance Manager, or the District's registered investment advisor, shall maintain a list of authorized broker/dealers and financial institutions which are approved for investment purposes, and it shall be the policy of the District to purchase securities only from those authorized institutions. The CFO, Finance Manager, or investment advisor shall have written criteria for inclusion on the approved list. The list should be reviewed by the Board of Directors annually.

Permitted Investment Instruments (in conformity with California G.C. §53601)

The District shall attempt to limit its investments in any one bank or corporation to no more than 5% of the District's total investments at the time of purchase.

- 1) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- 2) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

- 3) Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency, or registered treasury notes or bonds of any of the other 49 United States, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, provided that the obligations are rated in one of the two highest categories by a Nationally Recognized Statistical Rating Organization.
- 4) Banker's Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a Nationally Recognized Statistical Rating Organization. Purchases of Banker's Acceptances may not exceed 180 days maturity or 40 percent of the District's total funds available for investment or 30 percent in the bankers' acceptances of any one commercial bank.
- 5) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided by a Nationally Recognized Statistical Rating Organization (NRSRO). The issuing entity shall meet all of the following conditions of paragraph a or b:
 - a. The entity meets the following criteria:
 - i. Is organized and operating within the United States as a general corporation
 - ii. Has total assets in excess of \$500 million
 - iii. Has debt other than commercial paper, if any, that is rated in a rated category of "A" or higher rating by a Nationally Recognized Statistical Rating Organization.
 - b. The entity meets the following criteria:
 - i. Is organized within the United States as a special purpose corporation, trust, or limited liability company
 - ii. Has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
 - iii. Has commercial paper that is rated "A-1" or higher, or the equivalent, by a Nationally Recognized Statistical Rating Organization.

Purchases of eligible commercial paper shall have a maximum maturity of 270 days or less and may not exceed 25 percent of the District's total funds available for investment. Investments also may not represent more than 10 percent of the outstanding commercial paper of any single corporate issue.

- 6) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Medium-term corporate notes shall be rated in a rating category of "A" or its equivalent or better by a Nationally Recognized Statistical Rating Organization.

Purchase of medium-term corporate notes may not exceed 30 percent of the District's investment portfolio.

- 7) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. The Board of Directors of the District, the CFO, or other officials of the District having legal custody of the money are prohibited from investing the District's funds, or funds in the custody of the District, in negotiable certificates of deposit issued by a state or federal credit union if a member of the Board of Directors or any person with investment decision making authority in the administrative office manager's office, budget office, auditor-controller's office, or CFO's office of the District also

serves on the Board of Directors, or any committee appointed by the Board of Directors, or the credit committee, or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

Purchase of negotiable certificates of deposit may not exceed 30 percent of the District's total funds available for investment, and the issuing institution must be rated in a rated category of "A" long-term or "A-1" short-term or its equivalent or better by a Nationally Recognized Statistical Rating Organization.

- 8) FDIC insured or fully collateralized time certificates of deposit in financial institutions located in California, including U.S. branches of foreign banks licensed to do business in California. All time deposits must be collateralized in accordance with California Government Code section 53652, either at 150% by promissory notes secured by first mortgages and first trust deeds upon improved residential property in California eligible under section (m) of section 53651 or at 110% by eligible marketable securities listed in subsections (a) through (l) and (n) and (o) of section 53651. Eligible securities of the class described in subsection (p) of section 53651 must be collateralized at 105% of the total amount of all deposits of a depository secured by those eligible securities. The District, at its discretion and by majority vote of the Board of Directors, on a quarterly basis, may waive the collateralization requirements for any portion of the deposit that is covered by federal insurance.

Purchases in any single bank or institution shall not exceed \$500,000 in the aggregate at any time.

- 9) State of California's Local Agency Investment Fund

Investment in LAIF may not exceed the investment limitation imposed by LAIF.

- 10) Insured checking, savings, or money market account.

Holdings in any single account shall not exceed \$1,000,000 in the aggregate at any time, with the exception of holdings account for other investments, Bank of the West Investment Management and Public Agency Retirement Services (PARS) Trust, the Sharon Heights Golf & Country Club SRF Deposit Money Market, and general accounts for timely processing of payments in normal business.

- 11) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.). To be eligible for investment pursuant to this subdivision these companies shall either: (1) attain the highest ranking letter and numerical rating provided by not less than two Nationally Recognized Statistical Rating Organizations and (2) have an investment advisor registered with the Securities and Exchange Commission with not less than five years' experience investing in securities and obligations authorized by Government Code Section 53601 and with assets under management in excess of \$500,000,000.

The purchase price of shares shall not exceed 20 percent of the District's total funds available for investment.

- 12) Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by a Nationally Recognized Statistical Rating Organization and rated in a rating

category of "AA" or its equivalent or better by a Nationally Recognized Statistical Rating Organization.

Purchase of securities authorized may not exceed 20 percent of the District's total funds available for investment.

13) The California Asset Management Program.

14) United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of at least "AA" by a Nationally Recognized Statistical Rating Organization.

Purchases of these securities shall not exceed 30 percent of the District's total funds available for investment.

Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased. The District may from time to time be invested in a security whose rating is downgraded. If a rating drops below a rating category of "A," the investment advisor shall notify the CFO and Finance Manager and recommend a plan of action. The CFO shall contact the Finance Committee to apprise it of the downgrade and the investment advisor's recommendation. The Committee shall report both the downgrade and any action taken to the Board of Directors at the Board of Directors' next regularly scheduled meeting.

Any percentage limitations for a particular category of investment are applicable only at the date of purchase. Percentage limitations will be applied separately to the individual portfolios.

Ineligible Investments (in conformity with California Government Code Section 53601.6)

The District shall not invest any funds in inverse floaters, range notes, mortgage-derived, interest-only strips, or in any security that could result in zero interest accrual if held to maturity.

Safekeeping and Custody

The assets of the District shall be secured through the third-party custody and safekeeping procedures. Bearer instruments shall be held only through third-party institutions. Collateralized securities shall be purchased using the delivery vs. payment procedure.

Maximum Maturity

To the extent possible, investments will be matched to the anticipated cash flow requirements of each reserve account. No investment in any reserve account shall be made in any security that at the time of the investment has a term remaining to maturity in excess of five years, unless the Board of Directors has granted express authority to make an investment either specifically or as a part of an investment program approved by the Board of Directors no less than three months prior to the investment, as required by California Government Code §53601. Additionally, purchases of investments greater than five years will not begin until staff has provided authorization to the District's investment advisor. The maximum maturity for all other sectors is five years, or less, in conformity with Code.

Internal Controls

The CFO and/or Finance Manager shall establish a set of internal controls which will be documented and communicated to the Board of Directors. The internal controls of the District shall be reviewed by the District's independent auditor each year.

Performance Evaluation

As a reference point for the performance of the District's portfolios, the total return of each reserve account will be compared with the total return of the Merrill Lynch 1-5 Year U.S. Treasury Index.

Reporting Requirements

The Finance Manager shall render a quarterly investment report to the Board. The report shall include the following information for each individual investment:

- Type of investment instrument
- Issuer Name
- Maturity date
- Purchase price
- Par value
- Current market value and the source of the valuation
- Overall portfolio yield based on cost

The quarterly report also shall (i) state compliance of the portfolio to the investment policy, or manner in which the portfolio is not in compliance, (ii) include a description of any of the District's funds, investments, or programs that are under the management of contracted parties, including lending programs, and (iii) include a statement denoting the ability of the District to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

Investment Policy Adoption

The District's investment policy shall be adopted by resolution of its Board of Directors. The Policy shall be reviewed by the Board of Directors annually and any modifications made thereto must be approved by the Board of Directors. The annual review shall also consider revisions to the California Government Code and denote such.

The District Board of Directors shall insure that funds are invested in a manner which will provide the maximum security of principal invested, with secondary emphasis on achieving the highest rate of return while meeting the cash flow needs and conforming to all applicable State statutes governing the investment of public funds.

General Policy on Accounting for Investments

The District shall record cash in Local Agency Investment Fund (LAIF) at face value, as this is the definitive value of the District in LAIF. LAIF is exempt from Governmental Accounting Standards Board (GASB) Statement Numbers 72 and 79, requiring applying measurement at fair market value or amortized cost, since it is part of the California State Pooled Money Investment Account (PMIA).

Responsibilities (Summarized)

Board Responsibility

Annually review Investment policy and approve any modifications, review the list of authorized broker/dealers and financial institutions which are approved for investment purposes, and review and renew delegation of the day-to-day responsibility for investments to the ~~District General~~ Manager/Chief Fiscal Officer (CFO) for a one-year period.

Monitor and review all investments quarterly for consistency with this investment policy.

Staff Responsibility

The CFO, Finance Manager, or the District's registered investment advisor, shall maintain a list of authorized broker/dealers and financial institutions which are approved for investment purposes. The District's investment advisor shall provide monthly and quarterly investment reports. The purpose of the monthly report is to advise the District of the investments types held. The CFO or Finance Manager must review and submit the quarterly investment reports to the Board of Directors. In addition, the CFO or Finance Manager shall submit a quarterly investment report outlining the investment details to the Board of Directors.

The CFO and Finance Manager shall be responsible for oversight of the daily investment balances and ensure that the District investments follow the Board of Director's approved investment policy.

District staff shall be responsible for monthly reconciliation of all investment accounts and prepare in a timely manner. Staff will provide monthly summaries to the Board of Directors of all investment accounts.

The CFO or Finance Manager shall establish separate written investment procedures for the District's investment program consistent with this Policy. The procedures should include safekeeping, wire transfer arrangements, banking service contracts, cash flow forecasting, and collateral/depository agreements.



WEST BAY SANITARY DISTRICT AGENDA ITEM 6

To: *Board of Directors*

From: *Debra Fisher, Finance Manager*

Subject: *Consider Approving Updated Purchase Card Policy*

Background

The District adopted a Purchase Card Policy on November 13, 2019, to establish guidelines and procedures for purchasing with Corporate Purchase Cards, with additional restrictions from the Purchasing Policy. The District applied for corporate cards through Bank of the West. The District currently has nine Master Cards assigned to District employees.

The purchase cards have allowed employees to save time and money by making online purchases for small items and pay monthly subscriptions for software and other services that prefer this payment method. They have also reduced the need for petty cash.

General Manager, Sergio Ramirez, recommends expanding the use of credit cards and providing individual credit cards to critical employees who make purchases, to provide direct accountability. The Purchase Card Policy has been revised to provide rules for all prospective card holders, in line with the Purchasing Policy.

The State of California has a CAL-Card Program for commercial Visa purchase cards available to local agencies. This program has no membership or annual fees and forty-five days for payments. The Visa cards are more widely accepted, so purchases through vendors such as Costco can be paid through the card instead of having to reimburse employees. U.S. Bank, which administrates CalCard Visa, provides a Cardholder Acknowledgement form to verify each employee's agreement to comply with user responsibilities.

Fiscal Impact

Switching from Bank of the West Master Cards to CAL-Cards eliminates annual fees on each credit cards, saving \$270 annually based on latest fee.

Recommendation

The Finance Manager recommends the Board approve the Purchase Card Policy.

Attachments: 2022 Purchase Card Policy – Draft (Redline)
2022 Cardholder Acknowledgement

SUBJECT: West Bay Sanitary District Purchase Card ~~Policy~~System

PURPOSE:

These guidelines establish the District's basic policies and procedures for using Purchase Cards in making travel, supply and service purchases on behalf of the District. Under certain circumstances, the use of the Purchase Card may be the most appropriate method of payment of:

- A. Authorized travel expenses, i.e. advance payment of hotels and transportation
- B. Purchase of materials and supplies when vendors will not accept District Purchase Orders (PO)
- C. Purchases for materials, supplies, and services when it is not practical to use other authorized District purchasing methods (i.e. registration for seminars, internet purchasing, non-repetitive vendor purchases, etc.)

Using the Purchase Card, when appropriate and advantageous to the District ~~provides,~~should:

- ~~A n~~No cost program (no membership or annual fees)
- ~~An e~~Expanded supplier base
- ~~Timely payments to s~~Suppliers paid promptly
- ~~Reduce total procurement costs, both for the District and its vendors~~
- ~~T~~Give the District the ability to take advantage of cost-saving opportunities by utilizing internet and non-PO accepting vendors
- ~~Reduce the number Purchase Order transactions~~
- ~~Invoices due~~A forty-five (45) days payment window from the invoice date
- ~~Dispute, fraud, and VISA Waiver Liability protection~~
- ~~An i~~Internet-based management solution including forms, guides, training, and standard and ad hoc management reporting

POLICY:

The ~~District General~~ Manager and ~~Administrative Aide Todd Reese~~Office Manager are the authorized users of the Purchase Cards at the time of initial implementation. Additional users and Purchase Cards may be added at any time with the approval of the ~~District General~~ Manager.

The Purchase Card is authorized for District expenditures only. The employee cardholders shall sign an acknowledgement form which authorizes the District to deduct non-approved and non-allowable expenses directly from their paycheck.

Cardholders will not use District Purchase Cards for personal expenses, even if the intent is to reimburse the District at a later date. Misuse of the Purchase Cards may result in disciplinary action, up to and including termination and may be subject to criminal prosecution.

The Purchase Card will not be used to circumvent the District's current established ~~P~~purchasing approval guidelinesPolicy requiring, among other things, department approval and account coding of all requested items prior to purchase.

PROCEDURE:

The District shall participate in the State of California's Purchase Card Program (CAL-Card), a VISA purchase card provided by a State of California leveraged procurement agreement (LPA), utilize the services of the MasterCard issued by Bank of the West as the approved vendor. Purchase card vendors or services may be added to or deleted from the list any time with the approval of the District Manager.

Accounting will process the Purchase Card invoice within contracted guidelines ~~which may, in some circumstances, require copayment prior to final approval from the District Manager.~~ The ~~Senior Administrative Aide (SAA) and Administrative Aide (AA) are~~ Each card-holder is responsible for obtaining receipts for all purchases made on the Purchase Card. ~~A Purchase Requisition is required is for all purchases \$200 or less. For purchases \$200 or more a Purchase Requisition and Purchase Order are required.~~ A valid account number(s) shall be included on the receipt indicating to what account the item(s) should be charged as indicated on the original order request form. ~~Once the initial approval process is complete all receipts are routed to the Accounting office for processing and payment. Accounting will upload each statement as a Requisition in the District's Purchase Order System.~~ Each card-holder will complete the Requisition by entering descriptions for each vendor transaction and general ledger coding, uploading all receipts, and submitting for approval and processing.

RESPONSIBILITY:

The ~~District General~~ Manager oversees the entire Purchase Card program within the District, including the administration of new accounts, reporting, and payment processes. The General Manager DM is responsible for developing procedures, providing training, and enforcing compliance to the District's procedures ~~and terms of the Purchase Card Master Service Agreement.~~ Final approval for all Purchase Card transaction is the responsibility of the District General Manager.

The District's ~~Finance Manager/Accountant~~ is responsible for ~~the~~ authorizing timely payment ~~to Bankcard Center or other approved vendor~~ after verifying the accuracy of the invoice.

The cardholder must be a current agency employee with designated purchasing authority according to the District's Purchasing Policy. ~~District who uses the purchase Cardholder will use the CAL-Card for District related business purchases, then reconciles and signs a Statement of Account at the end of each billing cycle.~~ Cardholders are responsible for keeping records of each transaction, documenting Department Head approval of transactions, and must complete the monthly Requisition reconciliation with required approvals within the time frame determined by the District.

The ~~cardholder person whose name is on the Purchase Card~~ is also responsible for:

- Security of the Purchase Card
- Appropriate use of the Purchase Card (see attached list of restrictions)
- Compliance with WBSD's Purchasing Policy, Purchasing Guidelines, the Purchase Cards conditions of use, and the Purchase Card Cardholder Guide
- Compliance with all governmental procurement laws, regulations, policies, procedures, and best practices as indicated in the CAL-Card Participating Addendum
- Timely preparation and submittal of approved monthly Cardholder Statement of Account

RESTRICTIONS:

Cardholders are restricted to the following purchases, unless prior approval by District Manager.

- **District General Manager:** Travel and Training, Registration Fees, Safety Training, County Fees, Emergency Purchases, and other expenses listed below.
- **Managers:** Travel and Training, Registration Fees, Safety Training, County Fees, Dues, Memberships, and Emergency Purchases. Additional purchases allowed by manager:
 - ~~Program Projects & IT Manager: Online Computer Software and Hardware, Phone and other IT accessories, Operating Supplies and Permits Fees.~~
 - **Operations Superintendent:** Operating Supplies, Permit Fees, Memberships, Training, and Travel.
 - **Water Quality Manager:** Flow and Sampling supplies, Regulatory permit Fees, and Safety Supplies.
 - **Administrative & Communications Manager:** Travel and Training, County Fees, Postage, Office Supplies, and Meeting Expenses.
- **Operations:** Travel and Training, Operating Supplies, Meeting Expenses, and repairs.
- **Administration:** Travel and Training, County Fees, Postage, Office Supplies, and Meeting Expenses.
- **Personnel & Accounting Specialist:** Travel and Training, Drug Screening, Employee Health Expenses, Background Checks, and Recruitment Expenses.
- **IT Specialist:** Travel and Training, online Computer Software and Hardware, Phone and other IT accessories.

U.S. Bank

Cardholder Acknowledgement of Receipt



From: Users Full Name
Date: 00/00/00
Subject Line: Acknowledgement of Card Receipt and Use

The U.S. Bank CalCard Visa represents West Bay Sanitary District's trust in you. Your signature below is verification that you agree to comply with the following responsibilities and acknowledge receipt of the card ending in these four digits: .

1. I understand the card is for approved District purchases only and I agree not to charge personal purchases. Improper use of this card can be considered misappropriation of funds. This may result in disciplinary action up to and including termination of employment. All charges must follow the District's Purchasing Policy, including prior authorization within policy requirements.
2. If the card is lost or stolen, I will immediately notify U.S. Bank by telephone. I will confirm the telephone call by notifying the Finance Manager, who is program administrator at dfisher@westbaysanitary.org.
3. I agree to surrender the card immediately upon termination of employment, whether for retirement, voluntary or involuntary reasons.
4. I will receive a Monthly Reconciliation Statement (MRS), which will report all activity during the statement period. Since I am responsible for all charges on the card, I will resolve any discrepancies by either contacting the supplier or U.S. Bank.
5. Each statement will be entered in the District's Workflow Purchase Order System, which I will complete, including budget coding, and submit by the deadline indicated by the District's program administrator for approval by the General Manager.
6. I understand that a card is not necessarily provided to all employees. Assignment is based on business needs. My card may be revoked based on change of assignment or location. I understand that the card is not an entitlement nor reflective of title or position.

Please print, sign, and turn in fully signed form within five business days of receipt and send to Debra Fisher, Finance Manager.

Employee Signature

Employee Printed Name

Date

usbpayment.com

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WEST BAY SANITARY DISTRICT AGENDA ITEM 7

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *Consider Adopting Resolution Recognizing the Achievement of a Five Years Safety Record Without a Lost Time Accident by West Bay Sanitary District Employees*

Background

On September 14, 2022 West Bay Sanitary District employees surpassed five years without a lost time accident which represents one of the lowest rates of on-the-job injuries in the wastewater and public works industries. Employees have worked over 314,000 hours without a lost time accident.

Analysis

As a result of working year after year without a lost time accident the District has realized a savings in insurance contributions to the California Sanitation Risk Management Authority.

A proactive safety program is an essential part of effective risk management and provides benefits other than insurance premiums such as improved morale, increased productivity, employee' wellbeing, and reduced equipment and vehicle repair costs.

Over the last five years, the District's Workers' Compensation Experience Modification Factor (X-Mod), which adjusts premium based on loss history, declined 35%. In Fiscal Year 2021-22, it declined 38% from the prior year (from 1.22 to 0.76) resulting in savings of approximately \$26,000.

Fiscal Impact

There is no fiscal impact of this resolution.

Recommendation

The General Manager recommends the Board adopt the resolution recognizing the achievement of a five years safety record without a lost time accident by West Bay Sanitary District employees.

Attachment: 2022 Reso Five Year Safety Record w/o Lost Time Accident

RESOLUTION NO. _____ (2022)

RESOLUTION RECOGNIZING THE ACHIEVEMENT OF A FIVE YEARS SAFETY RECORD WITHOUT A LOST TIME ACCIDENT BY WEST BAY SANITARY DISTRICT EMPLOYEES

WHEREAS, on September 14, 2022 West Bay Sanitary District employees have surpassed five years without a lost time accident; and

WHEREAS, this achievement represents one of the lowest rates of on-the-job injuries in the wastewater and public works industries; and

WHEREAS, the prior record for a similar achievement had been four years, recognized on March 21, 2011; and

WHEREAS, the DISTRICT has realized reductions in insurance contributions for Workers' Compensation coverage, due to positive loss history, reducing the experience modification factor by 35% over five years and saving approximately \$26,000 in 2021-22 alone; and

WHEREAS, the DISTRICT benefits from a proactive safety program that includes, classroom training, hands-on training, tailgate safety meetings, annual reviews of safety procedures, and an inclusive safety committee; and

WHEREAS, a proactive safety program and passionate participation by all employees promotes a safe and energetic work environment.

NOW, THEREFORE, BE IT RESOLVED that the District Board of the West Bay Sanitary District, County of San Mateo, State of California, does hereby recognize the achievement of a safety record of five years without a Lost Time Accident by West Bay Sanitary District employees.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board and that suitably inscribed copies be displayed at District buildings in view of employees, board members and the public, and distributed to other appropriate agencies.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a special meeting thereof held on 14th day of September, 2022, by the following votes:

Ayes:

Noes:

Absent:

Abstain:

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

Attest:

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



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 8**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Presentation and Direction on District Performance Merit Pay Program for FY 2022/2023

The District's Operations Superintendent, Robert Hulsmann will present to the Board of Directors an update on the Performance Merit Pay Program goals as well as a plan for FY 2022/23 Performance Merit Pay Program.

Staff will seek input and direction from the Board.

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WEST BAY SANITARY DISTRICT AGENDA ITEM 9

To: *Board of Directors*

From: *Robert J. Scheidt, Assistant Operations Superintendent
Robert Hulsmann, Operations Superintendent*

Subject: *Consider Authorizing General Manager to Enter into a
Purchase Order Agreement with Owen Equipment for a Vactor
2100i Hydro-Jet/Vacuum Combination Sewer Cleaning Unit*

Background

In the 2022-23 fiscal year budget the District Board approved the replacement of the Sewer Cleaning Hydro-Jet/Vacuum Combo Unit for the cleaning and vacuuming of sewer mainlines and wet wells within District as part of the strategic goals.

The new Vactor Combo Unit will replace the District's eleven (10) year old Combo Unit that has met its useful life.

According to the approved Purchasing Policy, cooperative purchase agreements can be utilized to provide financial benefits to the District when purchasing equipment, furniture, vehicles, etc. The District recognizes cooperatives such as Sourcewell (Formerly NJPA) National Joint Powers Alliance, California Multiple Awards Schedule (CMAS), General Services Administration (GSA), California State Bids, H-GAC (Houston-Galveston Area Council) cooperative and other multi-government agency agreements.

Analysis

Sourcewell effectively streamlines the procurement process by avoiding costs normally associated with the development of highly technical bid specifications while ensuring that competitive bids were received. Payment is made directly to the manufacturer and sales tax is paid directly to the State of California.

District staff spent several months analyzing the latest technology in Combo Units and found that several improvements have been made in the past ten years. Staff looked at its options and Vactor proved to perform the best. Its operation worked well and was efficient. Its front mounted reel and vacuum operation seemed safer and quieter to use. The Vactor Combo Unit will have fifteen hundred gallons of water and with the tank joined option to fill the debris tank with water giving us just under 4000 gallons of available water storage for hydro cleaning while all others are manufactured had less

water capacity. The additional water will provide for more efficiency and allow for more pipes to be cleaned.

As previously mentioned the District has obtained a Sourcewell bid for the purchase of the Vactor Combo Unit. Staff received a second bid directly through Owen Equipment. Staff attempted to obtain a third bid through H-GAC for a Vactor Combo Unit but was informed they will not sell to customers in California as they will be gearing up for model year 2024 chassis with their interest in taking care of their customers in Texas primarily.

Utilizing this cooperative purchasing program will expedite the purchase of the Vactor Combo Unit before we suffer break downs with the existing Combo Unit, and will save staff time while ensuring the District receives a competitive price for the equipment.

Unfortunately, the quotes receiving have exceeded the Budget of \$500,000.

Fiscal Impact

Budgeted amount is \$500,000.00 under Jet/Vac Combo Unit in the Capital Expenditure Detail. The price for the Vactor Combo Unit through Sourcewell is \$562,689.53 including sales tax. The additional quote for the Vactor Combo Unit through Owen Equipment is \$572,747.66 including sales tax.

The Jet/Vac Combo Unit budget will require an additional \$100,000 in order to cover the price quote and to cover any unforeseen and necessary tools and safety equipment, bringing the total amount to \$600,000.00.

Recommendation

The Superintendents recommends the Board approve an additional \$100,000 to the Jet/Vac Combo Unit budget and authorize the General Manager to enter into a Purchase Order Agreement with Owen Equipment for a Vactor Hydro-Jet/Vacuum Combination Sewer Cleaning Unit using the Sourcewell cooperative purchase agreement.

Attachments: Sourcewell Quote
Owen Equipment Quote
HGAC Rejection Email



Presents a Proposal Summary

of the



2100i

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

for

West Bay Sanitary District

500 Laurel St.

Menlo Park, Ca. 94025

USA

Contact #1011221-VTR





PRODUCT DESCRIPTION

- 2100i with Roots 824-16" Hg. Blower, 10 Yard Debris body, 1500 Gallons of Fresh Water

STANDARD FEATURES

- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (3) Nozzles with Carbide Inserts w/Rack
- Suction Tube Storage - 4 Pipe
- 1" Nozzle Pipe
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks
- Dual Stainless Steel Float Shut Off
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Additional Water Tank Sight Gauge
- Liquid Float Level Indicator
- Boom Transport Post Storage
- Boom Out of Position Indicator/Alarm
- Body Out of Position Indicator/Alarm
- 3" Y-Strainer @ Water Pump
- Performance Package
- 1" Water Relief Valve
- Microstrainer Prior to Blower
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
- Tachometer & Hourmeter/Blower
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Fixed Rear Door Pipe Rack, 8" Pipe
- Subframe Mounted, 2-Pipe Rack, 8"
- Low Water Alarm with Water Pump Flow Indicator
- Joystick Boom Control
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter

- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge
- Vactor Standard Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox with Lighting
- Roots 824-16" Hg. Blower
- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- Hydraulic Cooling Package
- 1" x 800' Piranha Sewer Hose, 2500 PSI
- Debris Body Washout
- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position
- 6" Rear Door Knife Valve w/Camloc w/Port, 6:00 position
- Full Rear Door Swinging Screen
- Centrifugal Separators (Cyclones)
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Final Filter and Silencer Ball Valve Drains
- Hot Shift Blower Drive (automatic transmission)
- Backpack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube
- Hose Wind Guide (Dual Roller), Auto, Non-Indexing
- Rodder Hose Pinch Roller
- Hose Reel Manual Rewind Tool
- High Pressure Hose Reel
- Rodder Pump Drain Valves
- **Tanks Joined Option**
- Rear Directional Control, LED Arrowstick
- Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger
- 10 Lighting Package, 10 Federal Signal Strobe Lights, LED
- LED Mid-Ship Turn Signals
- Worklights (2), LED, Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Worklight, LED, Curb Side
- Worklight, LED, Street Side
- Hose Reel Wrapped for Delivery
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Behind Cab Toolbox with Lighting
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d, with Lighting
- Toolbox, Driver Side Subframe, 18w x 24h x 24d, with Lighting
- (4) Long Handle Tool Storage Locations Behind Cab
- Camera System, Front, Rear and Both Sides
- Safety Cone Storage Rack - Post Style
- Additional Safety Cone Storage Rack - Post Style
- Chassis Surcharge (Freightliner Spec)
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- Blower High Temperature Safety Shutdown
- Vactor Supplied Chassis, Tandem Axle, 2023 Freightliner 114SD SFA 6x4, 370 HP, Auto, 66,000 GVWR, GHG
- 1 Printed Full Vactor Manual

· Vector Standard Manual and USB Version - 1

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<u>2100 Series, HXX Series and Jetters</u>	10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.
<u>2100 Series, HXX Series and Guzzler only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jetters</u>	2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to

any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

CHOICE OF LAW: These terms and conditions shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Date: _____



Presents a Proposal Summary

of the



2100i

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

for

West Bay Sanitary District

500 Laurel St.

Menlo Park, Ca. 94025

USA

PRODUCT DESCRIPTION

- 2100i with Roots 824-16" Hg. Blower, 10 Yard Debris body, 1500 Gallons of Fresh Water

STANDARD FEATURES

- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (3) Nozzles with Carbide Inserts w/Rack
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- 1" Nozzle Pipe
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- Flat Rear Door w/Hydraulic Locks
- Dual Stainless Steel Float Shut Off
- Debris Body Vacuum Relief System
- Debris Deflector Plate
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- Additional Water Tank Sight Guage
- Liquid Float Level Indicator
- Boom Transport Post Storage
- Boom Out of Position Indicator/Alarm
- Body Out of Position Indicator/Alarm
- 3" Y-Strainer @ Water Pump
- Performance Package
- 1" Water Relief Valve
- Microstrainer Prior to Blower
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
- Tachometer & Hourmeter/Blower
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Fixed Rear Door Pipe Rack, 8" Pipe
- Subframe Mounted, 2-Pipe Rack, 8"
- Low Water Alarm with Water Pump Flow Indicator
- Joystick Boom Control
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter

- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge
- Vactor Standard Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox with Lighting
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- Hydraulic Cooling Package
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- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position
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- Full Rear Door Swinging Screen
- Centrifugal Separators (Cyclones)
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Final Filter and Silencer Ball Valve Drains
- Hot Shift Blower Drive (automatic transmission)
- Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube
- Hose Wind Guide (Dual Roller), Auto, Non-Indexing
- Rodder Hose Pinch Roller
- Hose Reel Manual Rewind Tool
- High Pressure Hose Reel
- Rodder Pump Drain Valves
- Rear Directional Control, LED Arrowstick
- Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger
- 10 Lighting Package, 10 Federal Signal Strobe Lights, LED
- LED Mid-Ship Turn Signals
- Worklights (2), LED, Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Worklight, LED, Curb Side
- Worklight, LED, Street Side
- Hose Reel Wrapped for Delivery
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Behind Cab Toolbox with Lighting
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d, with Lighting
- Toolbox, Driver Side Subframe, 18w x 24h x 24d, with Lighting
- (4) Long Handle Tool Storage Locations Behind Cab
- Camera System, Front, Rear and Both Sides
- Safety Cone Storage Rack - Post Style
- Additional Safety Cone Storage Rack - Post Style
- Chassis Surcharge (Freightliner Spec)
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- Blower High Temperature Safety Shutdown
- Vactor Supplied Chassis, Tandem Axle, 2023 Freightliner 114SD SFA 6x4, 370 HP, Auto, 66,000 GVWR, GHG
- 1 Printed Full Vactor Manual
- Vactor Standard Manual and USB Version - 1

ALL COST INCREASES FOR MAJOR COMPONENTS (ENGINES, TRANSMISSIONS, AXLES AND TIRES), ALL COSTS RESULTING FROM GOVERNMENT MANDATED REQUIREMENTS, AND ALL RAW MATERIAL SURCHARGES WILL BE PASSED THROUGH AND ADDED TO FACTORY INVOICES.

Customer Initials _____

Sourcewell price for Vactor 2100i.....	\$523,655.00
Tax @9.375 %.....	\$49,092.66
Total Price FOB Menlo Park, Ca.....	\$572,747.66

Registration and training included

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good until September 18, 2022. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 240-265 days **TERMS:** Net 10 or Approved Lease

Let me know if you need any additional information. I can provide you with a bid spec if you need it. I would welcome the opportunity to set up a demo to show you guys just how easy it is to use our unit. If you have any questions, please give me a call at (707) 290-9093.

Sincerely,

Russell Knight

Russell Knight
Fairfield Branch Manager

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to

any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. **THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.**

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

CHOICE OF LAW: These terms and conditions shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Date: _____

From: [Russell Knight](#)
To: [Bob Scheidt](#)
Cc: [Manny Perez](#)
Subject: RE: Quote
Date: Monday, August 29, 2022 10:54:50 AM
Attachments: [image001.png](#)

[EXTERNAL E-MAIL] CAUTION: This email originated from outside of West Bay Sanitary District. Do not click links or open attachments unless you trust the sender and email contents.

Bob,

I want to let you know that I worked all last week on the HGAC quote for you. I have spoke with the both the chassis and body contract holders in TX that service the whole country on this contract. The way it works is as the Vactor dealer we can make an HGAC price for the body, but not the chassis. The chassis and body purchase would all go through the respective dealer out of TX. Meaning that West Bay would write the PO to them not Owen. Taking with the Freightliner dealership in TX about the HGAC buy contract they are telling me that they do not know what their allocations will be still at this time for model year '24 chassis and they are not interested in selling one of their slots to a customer in CA and that they would be gearing their interests in taking care of their customers in TX who they do business with and not lose a slot for a one truck deal. This was all news to me particularly because we usually sell on the Sourcwell contract and have not done an HGAC deal in about 4 years. I almost reprimanded for even asking. I will say that I know the HGAC is a 2% discount and the Sourcwell is 3%. Also if we all use the Sourcwell then you and myself have much more control because I would be working the whole deal with a chassis supplied by Vactor and you and I working on the body build. I am sorry I made it sound so easy when we first talked, but that is supposed to be how easy it is and I guess because of all the chassis supply issues that has changed for the time being. Please let me know if you have any other questions and I will do my best to support whatever other needs you have!

Have a great day!

Russell Knight
Branch Manager
Cell (707)290-9093
rknight@owenequipment.com



**THE OWEN FAMILY OF COMPANIES
ESSENTIAL EQUIPMENT SALES, RENTALS AND SERVICE**

OWEN EQUIPMENT
1085 Horizon Dr

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WEST BAY SANITARY DISTRICT AGENDA ITEM 10

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Consider Authorizing General Manager to Extend the Agreement for Engineering Staff Augmentation Services with Freyer & Laureta, Inc.

Background

The District's Engineering Technician position is vacant. Freyer & Laureta, Inc. has been contracted to provide engineering services. The engineering services are to help the General Manager during the Engineering Technician's absence.

Analysis

The original proposal was based on a time and material basis with a proposed augmentation of 24 hours per week for 14 weeks. The current proposed augmentation would be an average of 40 hours per week (September through December) plus Principal oversight and consultation averaging 4 hours a week for 16 weeks.

The extension would be for an additional 16 weeks until the District hires a replacement.

Fiscal Impact

The full burden cost for the Engineering Technician during a six month period would have been approximately \$108,000 (July to December). The proposed on-call engineering services for 44 hours per week for 16 weeks is \$117,800.

Recommendation

The General Manager recommends the District Board Authorize the General Manager to enter into the agreement for On-Call Engineering Staff Augmentation Services from Freyer & Laureta, Inc.

August 29, 2022

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

**Re: STAFF AUGMENTATION PROPOSAL
WEST BAY SANITARY DISTRICT**

Dear Mr. Ramirez,

Thank you for your proposal request to provide additional weeks of staff augmentation services for the District. We are pleased to present the following Scope of Professional Services and Fee Schedule.

Task I: Staff Augmentation

- Freyer & Laureta (F&L) will provide staff engineering augmentation and consultation for an average of 40 hours a week for 16 weeks (September through December), with Principal oversight and consultation averaging 4 hours a week for 16 weeks.

Proposed Fee Schedule

All work will be on a time and materials basis, not to exceed the following limits without District authorization. Please see attached Estimated Budget Table for fee breakdown.

Task I – Staff Augmentation

\$117,800

Thanks again for this opportunity. Please let me know if you have any questions.

Sincerely,
FREYER & LAURETA, INC.



Richard J. Laureta, P.E.
President

ESTIMATED BUDGET FOR ENGINEERING SERVICES - STAFF AUGMENTATION
West Bay Sanitary District

TASKS	ESTIMATED LABOR (Hours)		TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	Personnel & Rates (\$/hr)			UNIT	QNTY	UNIT COST (\$)	5% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	F&L Staff Engineer IV	F&L Principal							
	160	240							
Task I: Staff Augmentation									
Staff Augmentation/Consultation (approx. 40 hrs/week and 4hrs/week, 16 week duration, for Staff Engineer and Principal, respectively)	640	64	\$117,760					\$117,760	
Subtotal Labor Hours - Task I	640	64	\$117,760	Estimated Cost - Task I				\$117,800	
Total Labor Hours	640	64	\$117,760	Total Estimated Cost				\$117,800	

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WEST BAY SANITARY DISTRICT
AND
FREYER & LAURETA, INC.**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 15th day of September, 2022 (the “Effective Date”), by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer and Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, District desires engineering staff augmentation services to be extended during the recruitment of the District’s Engineer Technician; and

WHEREAS, Consultant is available and offers to provide services to accomplish such work contemplated by this Agreement.

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

I. DESCRIPTION OF PROJECT

Consultant will provide on-call support and engineering services to augment staff and average of 24 hours per week for an additional 16 weeks.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the attached **Scope of Services** set forth as **Exhibit “A.”** from Consultant dated August 29, 2022 entitled “Part-Time Staff Augmentation Proposal”, hereinafter referred to as “Proposal”. 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.

III. TIME FOR COMPLETION

The term of this Agreement shall be on the Effective Date of this Agreement and terminating on December 31, 2022.

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 as set forth herein 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.

IV. COMPENSATION

For services to be 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 **Fee Schedule** attached to Exhibit A 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 specified in Exhibit A 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 Exhibit A.

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

V. 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 work performed by Consultant meet specific standards without regard to the manner and means of accomplishment thereof, and Consultant agrees to exercise due professional care to provide work product that is adequate and sufficient to meet the purposes for which that was prepared.

VI. INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the District, its directors, officers, employees, and agents from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except where caused by the sole or active negligence, or willful misconduct of the District.

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 the District, its directors, officers, employees, and agents 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.

VII. 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 work hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

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 work 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 work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations.. Consultant's insurance coverage is primary insurance and any insurance maintained by the District shall not contribute with it.

E. Consultant shall also provide Professional Liability Insurance (Errors and Omissions) 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 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 work under this Agreement. Each insurance policy required above shall provide that there will be no cancellation of coverage 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 policy regarding Limits of Insurance regarding Aggregates 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.

VIII. 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. All finished or unfinished materials, supplies, goods, or documents procured or produced under the Agreement will become property of the District upon the termination date. 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. In no event will the District be liable for any loss of profits on the resulting order or portion thereof so terminated. After the effective date of termination, Consultant will have no further claims against the District under the Agreement. 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.

IX. SUBCONTRACTS

Except 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.

X. 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 and subcontractors, covenants that it presently has no interest 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. 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 three years from the date of the final District payment for Consultant's services.
5. 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.
6. 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.
7. 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.

8. 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 subconsultant 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 subconsultant) 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 subconsultant 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 subconsultant, 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 subconsultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

9. Registration with DIR. Consultant acknowledges that it and/ any subconsultant 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 subconsultant's current registration to perform public work. Labor Code section 1771.1(b).
10. 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.
11. 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 any cause, natural disaster, or other peril, existing or future, which is beyond the reasonable control of the affected party. 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, there may be an equitable adjustment of the schedule and Consultant compensation based on the District's sole discretion.
12. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
13. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
14. 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.

15. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
16. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
17. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
18. 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.
19. 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.

[SIGNATURE PAGE FOLLOWS]

XI. 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.

“DISTRICT”

“CONSULTANT”

West Bay Sanitary District

Freyer & Laureta, Inc.

By: _____
Sergio Ramirez
General Manager

By: _____
Richard Laureta
President

APPROVED AS TO FORM:

By: _____
Tony Condotti
District Counsel



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 11**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Consider Authorizing General Manager to Execute the Agreement for Engineering Services from Freyer & Laureta, Inc. for the Permitting and Agency Coordination for the Flow Equalization & Resource Recovery Facility Levee Improvement Project

Background

The District, at the May 12, 2021 Board meeting, certified the Final Environmental Impact Report (FEIR) and Mitigation Monitoring and Reporting Program (MMRP) for the project. The FEIR is the California Environmental Quality Act (CEQA) document for the Levee Improvement and Bayfront Recycled Water Treatment Facility Project at the Flow Equalization and Resource Recovery Facility (FERRF). The levee improvement portion of the project will build up the levees and protect the twenty acre site from King Tide flooding, and sea level rise to prevent inundation of this facility that must be located at its current site within the flood zone. The project would require permits for several governmental agencies for the project. The FEIR process identified several sensitive areas that require special attention and permitting.

This agreement is to continue and finalize the permitting and agency coordination for the Flow Equalization & Resource Recovery Facility Levee Improvement Project.

Analysis

The living shoreline work is within the jurisdiction of several agencies that are mandated to protect wildlife habitat and water quality. These agencies include the U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NOAA Fisheries), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and San Francisco Bay Conservation and Development Commission (BCDC) to name a few.

Coordination with the permitting agencies (i.e., USACE, USFWS, NOAA Fisheries, CDFW, RWQCB, and BCDC) in the design phase will help the permitting process smoother. As there are multiple federal, state, and local regulations the permitting process takes time and coordination. Permitting the project through the Bay Restoration Regulatory Integration Team (BRRIT), which was formed to improve the

Report to the District Board for the Regular Meeting of September 14, 2022

permit process for multi-benefit habitat restoration projects and associated flood management and public access infrastructure throughout the San Francisco Bay and along the shoreline of the nine Bay Area counties, will be investigated to help streamline this effort.

The scope of work includes services to conduct consultation with the regulatory agencies, prepare the project permit applications, prepare the necessary Biological Assessment (BA) to support the USACE's ESA consultation, prepare an alternative analysis under Section 404(b) (1) Guidelines, prepare a Mitigation Plan, prepare an Environmental Assessment (EA) in Accordance with the National Environmental Policy Act (NEPA), and prepare an Adaptive Management Plan.

This Scope of Work includes:

1. Preparing a Basis of Design report for the living shoreline.
2. Revising the project permit applications with the agency preferred design.
3. Revising the alternatives analysis under Clean Water Act Section 404(b)(1) Guidelines to evaluate and select the least environmental damaging project alternative.
4. Preparing a Compensatory Mitigation Plan.
5. Revising the Adaptive Management Plan.

F&L will continue to be the project manager of this project with SWCA, Hohbach-Lewin, and Crawford Associates as subconsultants. The full scope of work is described in the attached August 26, 2022 proposal.

Fiscal Impact

The Capital Assets Fund allocated a total project amount of \$6,000,000.00. The original work was anticipated to be \$375,791 plus \$37,579 for contingency (10% for additional work) resulting in a total estimate amount of \$413,370.

This additional agreement is not to exceed \$238,400.

Recommendation

The General Manager recommends the District Board authorize the General Manager to execute the agreement for Engineering Services from Freyer and Laureta, Inc. for the Permitting and Agency Coordination for the FERRF Levee Improvement Project.

Attachment: Permitting and Agency Coordination Agreement

Freyer & Laureta Inc. Proposal dated August 26, 2022

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WEST BAY SANITARY DISTRICT
AND
FREYER & LAURETA, INC.**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 15th day of September 2022, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer and Laureta, Inc., 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 permitting and agency coordination as it enters into the next phase of the FERRF Levee Improvement Project, and this effort requires the services of a consultant; and

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

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

I. DESCRIPTION OF PROJECT

The Project includes addressing EIR comments, managing subconsultants, budget analysis, grant application & agency coordination in order to complete the permitting and CEQA process of the District’s Levee Improvement Project at the Flow Equalization and Resource Recovery Facility.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the attached proposal, listed as Exhibit “A” from Consultant dated August 26, 2022 entitled “Flow Equalization and Resource Recovery Facility Levee Improvement and Recycled Water Facility Project Permitting Revisions Based on Agency Comments for the Living Shoreline”, hereinafter referred to as “Proposal.”

No changes in the scope of services shall be made without the District's prior written approval.

III. TIME FOR COMPLETION

The work is scheduled for completion within twelve months after receiving the District’s Notice to Proceed.

IV. COMPENSATION

For services to be performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed Two Hundred Thirty Eight Thousand Four Hundred Dollars and Zero Cents (\$238,400.00) as described in the Proposal. Any change requiring compensation in excess of the sum specified in the Proposal shall only be approved in advance in writing by the District’s authorized representative. Consultant shall invoice the District on a time and materials cost basis 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. If payment is not made within forty-five (45) days, interest on the unpaid balance will accrue at a rate of one and one-half percent (1.5%) per month compounded monthly.

V. 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 work performed by Consultant meet specific standards without regard to the manner and means of accomplishment thereof, and Consultant agrees to exercise due professional care to provide work product that is adequate and sufficient to meet the purposes for which that was prepared.

VI. INDEMNIFICATION

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the District, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the District.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the District, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the District. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.

VII. INSURANCE

Consultant shall procure and maintain insurance during the Term, as may be extended by written amendment, with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII., for the following minimum insurance coverages.

A. Commercial General Liability 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 work performed by Consultant and its employees relating to payment of any loss, including attorney's fees.

D. All general liability policies shall be endorsed to name the District Parties as additional insureds as to the Services. Consultant's insurance coverage is primary insurance and any insurance maintained by the District Parties shall not contribute with it.

E. Consultant shall also provide Professional Liability Insurance (Errors and Omissions) appropriate to Consultant's profession with limits of liability in amounts not less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate.

F. Contractors Pollution Liability applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

G. Claims Made Policies - Consultant shall 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.

H. 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 Parties are an additional insured on insurance required from subcontractors.

I. 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 work under this Agreement. Each insurance policy required above shall provide that there will be no cancellation of coverage without prior written notice to District.

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

VIII. 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 5 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. All finished or unfinished materials, supplies, goods, or documents procured or produced under the Agreement will become property of the District upon the termination date. 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. In no event will the District be liable for any loss of profits on the resulting order or portion thereof so terminated. After the effective date of termination, Consultant will have no further claims against the District under the Agreement. 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.

IX. 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, unless otherwise agreed to by the District in writing. Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on insurance required from subcontractors.

X. 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.
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 and subcontractors, covenants that it presently has no interest 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. 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 three years from the date of the final District payment for Consultant's services.
5. 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 subconsultant 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 subconsultant) 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 subconsultant 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 subconsultant, 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 subconsultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

6. Registration with DIR. Consultant acknowledges that it and/ any subconsultant 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 subconsultant's current registration to perform public work. Labor Code section 1771.1(b).
7. 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.
8. 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 any cause, natural disaster, act of god, pandemic, or other peril, existing or future, which is beyond the reasonable control of the affected party. 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, there may be an equitable adjustment of the schedule and Consultant compensation based on the District's sole discretion.

9. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
10. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the parties to this Agreement.
11. Independent Contractor. In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant 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 Parties against any and all claims, demands, demands, actions, damages or judgments, including associated costs of investigation and defense arising in any manner related to this Agreement that an employee, agent or independent contractor of Consultant was misclassified.
12. 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 the 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.
13. 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.
12. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
13. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
14. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
15. 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.
16. 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.

XI. ACKNOWLEDGMENT

By their signatures below, the parties herein acknowledge that they have read and understand the terms of this Agreement, and are authorized to execute this Agreement.

DISTRICT

CONSULTANT

“West Bay Sanitary District”

“Freyer & Laureta, Inc.”

By: _____
Sergio Ramirez
General Manager

By: _____
Richard J. Laureta
President

APPROVED AS TO FORM

DISTRICT COUNSEL

NOTES

1. Corporation - signature of two (2) officers required, or one (1) officer plus corporate seal
2. Partnership - signature of a partner required
3. Sole Proprietorship - signature of proprietor required
4. Although it may be necessary on occasion to modify or change some of the provisions of this Standard Agreement, those occasions should be rare. Consultants should be strongly encouraged to accept the terms if they wish to do business with the DISTRICT. Any proposed changes should, of course, be cleared through the DISTRICT Attorney’s Office.\
5. All contracts must be reviewed and approved as to form by the DISTRICT Counsel prior to execution by the DISTRICT.

EXHIBIT “A”
SCOPE OF SERVICES

August 26, 2022

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

**Re: FLOW EQUALIZATION AND RESOURCE RECOVERY FACILITY
LEVEE IMPROVEMENT AND RECYCLED WATER FACILITY PROJECT
PERMITTING REVISIONS BASED ON AGENCY COMMENTS FOR
THE LIVING SHORELINE**

Dear Mr. Ramirez:

As discussed, Freyer & Laureta, Inc. (F&L) appreciates the opportunity to present this proposal to provide redesign and additional permitting services for the living shoreline portion of the West Bay Sanitary District Flow Equalization and Resource Recovery Facility Levee Improvements and Recycled Water Facility Project (project).

The Scope of Work summarizes the current status of the project and presents proposed scope of work, budget, and assumptions for revising the resource agency permits based on an Inter-agency Meeting held on June 21, 2022.

Background

F&L with major support provided by SWCA Environmental Consultants (SWCA) is currently working with the West Bay Sanitary District (WBSD) to design a living shoreline along the existing levee surrounding the Flow Equalization and Resource Recovery Facility (FERRF) in order provide a nature-based adaptation measure for rising sea levels. Work on living shoreline is within the jurisdiction of several agencies that are mandated to protect wildlife habitat and water quality. The resource agencies include the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), U.S. Fish and Wildlife Service (USFWS), National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NOAA Fisheries), and San Francisco Bay Conservation and Development Commission (BCDC). During the course of the project the resource agency team and the public expressed concerns over the design for the living shoreline submitted with the permit applications due to the impacts to marshes and waters of the San Francisco Bay. As a result of these concerns, F&L and SWCA worked with WBSD to prepare an alternative concept design to move the pro-

ject inland to reduce impacts to the Bay. On June 21, 2022, F&L and SWCA attended a meeting with the resource agency team to present the alternative design and the resource agency team agreed that this was the preferred design, and the permit applications should be revised and resubmitted with the new design. Additional documents were also requested, including a Compensatory Mitigation Plan, a Basis of Design report, and a Quality Assurance Project Plan (QAPP).

This Scope of Work includes preparing a Basis of Design report for the living shoreline, revising the project permit applications with the agency preferred design, revising the alternatives analysis under Clean Water Act Section 404(b)(1) Guidelines to evaluate and select the least environmental damaging project alternative, preparing a Compensatory Mitigation Plan, and revising the Adaptive Management Plan.

F&L will continue to be the project manager of this project with SWCA, Hohbach-Lewin, and Crawford Associates as subconsultants.

DESCRIPTION OF SERVICES

Task 1 – Final Plans and Specifications

Task 1.1 Prepare Final Plans

Based on the June 21, 2022, meeting with the resource agencies, the alternative that moves the project inland and reduces impacts to the Bay will be the least damaging practicable alternative (LEDPA). Therefore, the project team will update the design for the project to depict the LEDPA design for submittal to the regulatory agencies.

Task 1.1 Assumptions:

- *The alternative that moves the project inland continues to be considered the LEDPA and will be the final design.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents will be submitted electronically. No printed documents will be required.*

Task 1.2 Revise Hydrology Report

The project Hydrology Report will be updated to include the new site plan.

Task 1.3: Update HabiTat Migration figures

Based on the June 21, 2022, meeting with the resource agencies, prepare a comparison of the sea level rise analysis and migration of marsh habitat for each of the practicable alternatives. Therefore, SWCA will prepare habitat migration figures for these alternatives.

Task 1.3 Assumptions:

- *Up to three habitat migration figures will be prepared for the sheet pile wall alternative, the alternative with the full ecotone levee, and the alternative that moves the project inland.*
- *One round of consolidated comments on all deliverables.*
- *All documents and permit applications will be submitted electronically. No printed documents will be required.*

Task 1.4: Update Impact Calculations

Because the project design has changed (see above), the impact calculations in each agency's jurisdiction need to be revised. As a result, SWCA will calculate the impacts in each jurisdiction for submittal in the permit applications.

Task 1.4 Assumptions

- *Based on a conversation with Frances Malamud-Roam at the USACE on June 21, 2022, the high tide line (HTL) will remain as delineated by MIG and documented in the jurisdictional delineation report.*
- *This task only includes impact calculations associated with the new design.*

Task 2 – Basis of Design (BOD) Report

During the Interagency Meeting on June 21, 2022, the regulatory agencies required a Basis of Design (BOD) Report be prepared and submitted with the permit applications. As a result, SWCA will prepare a BOD Report that will summarize the revised living shoreline design approach, the design methodologies and protocols used, project-specific calculations, and the results of these efforts and calculations. The BOD Report will include, at a minimum, the following sections:

- Background
- Historical Site Conditions
- Existing Site Conditions
- Living Shoreline Design Objectives and Success Criteria
- Levee design objectives and success criteria
- Living Shoreline Engineering Analysis

- Conclusions

Task 2 Assumptions:

- *One round of consolidated comments on all deliverables.*
- *All documents will be submitted electronically. No printed documents will be required.*

Task 3 – Quality Assurance Project Plan (QAPP)

The RWQCB has required that a Quality Assurance Project Plan (QAPP) be completed for the project. A QAPP is required to line out the process for evaluating the sources of fill, so that fill imported into the Bay meets the RWQCB contaminant screening guidelines for the protection of aquatic life. SWCA will prepare a QAPP that, at a minimum, describes the fill material screening procedures and provides screening levels for contaminants in imported fill soil.

Task 3 Assumptions:

- *This scope of work assumes that fill will come from the stockpile at the project site, excavated soil from the ecotone levee and wetland, and potentially one other source.*
- *Up to 129 hours have been included to prepare and finalize the QAPP based on RWQCB comments. If additional hours are needed, they can be provided under an amended budget.*
- *All documents will be submitted electronically. No printed documents will be required.*

Task 4 – Permitting

Task 4.1: Revise Permit Applications

SWCA will prepare revised application packets for the USACE Individual Permit ENG Form 4345, the San Francisco Bay RWQCB Application for Water Quality Certification, and the BCDC major permit, as well as any supplemental information. Revisions to the application package are anticipated to be needed for, at a minimum, the following sections:

- A description of the overall project, including site plan and other project plans, as appropriate.
- Proposed project purpose.
- Type and amount of material being discharged.

- Surface area in acres of wetlands and other waters of the U.S. that will be temporarily/permanently impacted by the proposed project.
- Method of vegetation clearing (if any) within the temporary/permanent impact areas.
- Cross-section and lateral view of the project activity.

SWCA will complete the revised application packages and respond to one round of consolidated comments from the project team and submit the complete draft application package to the regulatory agencies.

Task 4.1 Assumptions:

- *This scope of work assumes that the resource agencies will permit the project with the new design as discussed in the meeting on June 21, 2022.*
- *This scope of work does not cover new or revised analyses needed to address changes to the project design or drawing specifications after the permit applications have been submitted.*
- *This scope of work assumes that the USACE will send notice to the BCDC requesting concurrence that the project is consistent with the coastal plan in compliance with the Coastal Zone Management Act.*
- *No meetings or field visits will occur as part of this task.*
- *A Biological Resources Report and formal Jurisdictional Determination Report have been prepared for the project as part of the CEQA process. The documents will be attached to the permit applications and this scope of work does not include revisions or updates to the Biological Resources Report or formal Jurisdictional Determination Report.*
- *This task does not include revisions to the NOAA Fisheries or USFWS Biological Assessments.*
- *This scope of work does not include assistance with permit amendments or extensions. In addition, this scope of work does not include assistance with mitigation negotiations or implementation.*
- *This scope of work does not include any site visits or protocol-level surveys for rare and endangered species.*
- *This scope of work assumes that the WBSD will pay the RWQCB permit fee.*
- *This scope of work assumes that the BCDC permit fee will not change and has been paid.*
- *This scope of work assumes that WBSD will cover all project fees.*
- *Our cost assumes one round of consolidated comments on all deliverables.*

- *All documents and permit applications will be submitted electronically. No printed documents will be required.*

Task 4.2: Prepare Compensatory Mitigation Plan

Originally, the regulatory agencies stated that compensatory mitigation would not be required for the project since the project was expected to meet the mitigation requirements set forth in the regulations (33 Code of Federal Regulations [CFR] 332). At this time, USACE and RWQCB are requiring a compensatory mitigation plan for the project to address unavoidable loss of waters of the U.S. As a result, SWCA will prepare a compensatory mitigation plan for the USACE and RWQCB that will be submitted as part of the permit application. SWCA will describe the new on-site habitat creation of the wetland within the upland area of the FERRF site as compensating for the impacts to the Bay from construction of the ecotone levee. The mitigation plan will include an analysis of the impacts to federal and state jurisdictional waters associated with the project, a description of the specific mitigation proposal, and a consistency analysis of the mitigation proposal with anticipated agency permit provisions. The plan will be appended to the revised permit application package for the USACE and RWQCB for review and approval.

Task 4.2. Assumptions

- *This scope of work does not include any site visits or protocol-level surveys for rare and endangered species. Additional field assessments can be provided under an amended budget.*
- *This scope of work does not include assistance with mitigation implementation. This assistance can be provided under an amended budget.*
- *This scope of work assumes that the USACE and RWQCB will accept the proposed mitigation plan and additional mitigation will not be required.*
- *This scope of work assumes that only minor changes will be required to the draft mitigation plan to prepare the final mitigation plan.*
- *Our cost assumes one round of consolidated comments on the draft mitigation plan and one round of consolidated comments on the final mitigation plan.*
- *All documents will be submitted electronically. No printed documents will be required.*

Task 4.3: Revise Alternatives Analysis

As part of the review process for an Individual Permit, the USACE is required to determine whether a project complies with the Clean Water Act (CWA) Section 404(b)(1) Guidelines

(Guidelines). These Guidelines prohibit the discharge of dredged or fill material to waters of the U.S. if there is a “practicable alternative to the proposed discharge” that would have less adverse impact on aquatic ecosystems, so long as the alternative does not have other significant adverse environmental consequences. An alternative is considered practicable if it is available and capable of implemented, after taking into consideration cost, existing technology, and logistics in light of the overall project purpose. Practicable alternatives include, but are not limited to, the following:

- Activities that do not involve a discharge of dredged or fill material into water of the U.S.
- Discharges of dredged or fill materials at other locations in waters of the U.S.

Before the USACE can issue the Individual Permit, they must identify the Least Environmentally Damaging Practicable Alternative (LEDPA). SWCA will revise and submit the alternatives analysis consistent with the Guidelines and agency requests from previous meetings. The alternatives analysis will, at a minimum, include the following:

- The revised purpose and need of the project.
- A list of all alternatives considered, including, but not limited to, the no action alternative, sheetpile only alternative, the proposed project, off-site locations that might involve less adverse impacts to waters of the U.S., and up to three on-site locations that may reduce adverse impacts to waters of the U.S. through modifications to the alignment, layout, or design.
- An analysis of all alternatives for practicability.
- Identification of the LEDPA.

SWCA will provide an administrative draft of the alternatives analysis for WBSD to review. Comments from the administrative draft will be incorporated and resubmitted for final review. Upon finalization of the document, the alternatives analysis will be submitted to the USACE and RWQCB with the revised permit application package.

Task 4.3 Assumptions:

- *This scope of work assumes no more than seven (7) alternatives, including the no action alternative and the proposed project, will need to be analyzed for the alternatives analysis.*
- *This scope of work assumes that the USACE and RWQCB will concur that the revised project is the LEDPA.*

- *This scope of work assumes that the USACE will make a decision on the permit application and explain its decision in a decision document; however, SWCA can provide these services under an amended budget to help expedite the permit process.*
- *Our cost assumes one round of consolidated comments on the alternatives analysis.*
- *All documents will be submitted electronically. No printed documents will be required.*

Task 4.4: Revise Adaptive Management Plan

An Adaptive Management Plan was previously prepared for the project that needs to be revised to include success criteria for marsh creation as well as ecotone levee. As a result, SWCA will revise the Adaptive Management Plan for the project to reflect the current design. SWCA will complete the plan, respond to one round of consolidated comments from the project team, and submit the revised Adaptive Management Plan to the appropriate resource agencies.

Task 4.4 Assumptions:

- *No meetings or field visits will occur as part of this task.*
- *The resource agencies will not have additional comments or revisions beyond revising the Adaptive Management Plan to reflect the current project.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents and permit applications will be submitted electronically. No printed documents will be required.*

Task 4.5: Biological Assessment Supplemental Memos

Biological Assessments were prepared as part of the original permit application. NOAA Fisheries has required that they receive updated information on the project, including impacts and the level of consultation requested. We anticipate the USFWS will want to see the updated project impacts as well. SWCA will prepare a memorandum that can be attached to the previously prepared Biological Assessments that summarizes any changes to the project and changes to impacts to species and their habitat. The memo will also make a statement regarding the level of consultation (i.e., formal or informal) expected.

Task 4.5 Assumptions:

- *This scope of work assumes that the Biological Assessments to USFWS and NOAA Fisheries do not need to be revised, but that a memo can be prepared and amended to the Biological Assessments to detail changes in the project design and/or impacts.*

- *This scope of work assumes that the USFWS will proceed with preparing a Biological Opinion (BO) and no other information will be required for them to issue the BO.*
- *This scope of work assumes that NOAA Fisheries will agree that the project Endangered Species Act consultation can be conducted as informal consultation and they will issue a “may effect, not likely to adversely affect”.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents and permit applications will be submitted electronically. No printed documents will be required.*

Task 5: Outreach/Meetings

It is essential to provide consistent outreach and coordination with the regulatory agencies once permit applications are submitted. Based on the level of effort required to keep the regulatory agencies engaged and efficiently processing the permits, post-application coordination will be necessary to address questions regarding the applications, ensure that the agencies consider the application complete, and facilitate interagency correspondence until final permits are obtained. Permitting staff will diligently coordinate with the agencies via phone and email to keep the permitting process on track.

Task 5 Assumptions:

- *This scope of work assumes that no more than 20 hours will be required for agency coordination in order to secure the permits for the project. If regulatory agency staff request items that will require additional hours or additional meetings.*
- *This scope of work assumes no more than 14 hours will be required to coordinate with NFWF regarding the delays in the permit schedule and project implementation.*
- *This scope of work assumes 10 hours of staff time to meet with F&L until permits are secured.*

PROPOSED FEE SCHEDULE

All work will be on a time and materials (t&m) basis, not exceed the following limits without District authorization. Proposed hours can be seen in the attached Fee Breakdown Table.

Task 1 – Final Plans and Specifications	\$67,400
Task 2 – Basis of Design (BOD) Report	\$35,600
Task 3 – Quality Assurance Project Plan (QAPP)	\$25,700
Task 4 – Permitting	\$87,900
Task 5 – Outreach/Meetings	\$21,800
Total Budget	\$238,400

See Fee Breakdown Table for detail of our proposed fee.

Sergio, thank you again for the opportunity of submitting this proposal to you. If you have any questions, please feel free to call us.

Sincerely,
FREYER & LAURETA, INC.



Richard J. Laureta, P.E.
President

Additional Services Proposal - FERRF Levee Improvements Permitting

8/26/2022

Description	Principal	Project	Project	Staff	Subconsultants**			Total Cost
		Manager	Engineer	Engineer	SWCA	Hohbach-Lewin	Crawford	per Task
	\$ 235.00	\$ 205.00	\$ 160.00	\$ 140.00				
	(hours)	(hours)	(hours)	(hours)	(hours)	(hours)	(hours)	
Task 1 - Final Plans (including redesign of levee) and Specifications								
1.1 Prepare Final Plans	8	8	88	8	\$ 18,090.45	\$ 8,000.00	\$ 6,800.00	\$ 51,610
1.2 Revise Hydrology Report	1	1	12	0				\$ 2,360
1.3 Update HabiTat Migration Figures	1	2	2	0	\$ 5,311.95			\$ 6,277
1.4 Update Impact Calculations	1	2	2	0	\$ 6,179.25			\$ 7,144
Task 1 Fee	\$ 2,585.00	\$ 2,665.00	\$ 16,640.00	\$ 1,120.00	\$ 29,581.65	\$ 8,000.00	\$ 6,800.00	\$ 67,400
Task 2 - Basis of Design (BOD) Report								
	1	4	15	25		0	0	
Task 2 Fee	\$ 235.00	\$ 820.00	\$ 2,400.00	\$ 3,500.00	\$ 28,565.25	\$ -	\$ -	\$ 35,600
Task 3 - Quality Assurance Project Plan (QAPP)								
	2	4	16	0		0	0	
Task 3 Fee	\$ 470.00	\$ 820.00	\$ 2,560.00	\$ -	\$ 21,784.35	\$ -	\$ -	\$ 25,700
Task 4- Permitting								
4.1 Revise Permit Applications	4	4	20	20	\$ 26,874.75			\$ 34,635
4.2 Prepare Compensatory Mitigation Plan	4	4	4		\$ 13,037.85			\$ 15,438
4.3 Revise Alternatives Analysis	1	2	5		\$ 18,055.80			\$ 19,501
4.4 Revise Adaptive Management Plan	2	2	2		\$ 5,058.90			\$ 6,259
4.5 Biological Assessment Memos	2	2	2	2	\$ 10,511.55			\$ 11,992
Task 4 Fee	\$ 3,055.00	\$ 2,870.00	\$ 5,280.00	\$ 3,080.00	\$ 73,538.85	\$ -	\$ -	\$ 87,900
Task 5- Outreach/Meetings								
	10	20	16			0	0	
Task 5 Fee	\$ 2,350.00	\$ 4,100.00	\$ 2,560.00	\$ -	\$ 12,738.60	\$ -	\$ -	\$ 21,800
Team Fee Totals			\$57,110		\$166,209	\$8,000	\$6,800	\$ 238,400

- 1) Subconsultants fees includes 5% mark-up.
- 2) Task Fees are rounded to the nearest \$100.

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WEST BAY SANITARY DISTRICT AGENDA ITEM 12

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *Consider Authorizing the General Manager to Accept a Proposal from Precision Engineering to Perform an Emergency Sewer Replacement in Linfield Oaks, Menlo Park*

Background

The public sewer system in Linfield Oaks in Menlo Park was installed in the 1940's. There are two pipeline segments at the corner of Ravenswood Avenue and Laurel Street that are in need of repair. Both sections are six-inch Vitrified Clay Pipe with mortared joints, approximately 5 to 6 feet deep. The City of Menlo Park will be conducting pavement restoration on Ravenswood Avenue as part of their annual resurfacing project, accelerated to use funding the City has received.

District Closed Circuit Television Inspection crews have televised the sewer mains and found the pipeline segments to have severe damage where PipePatch or Point Repairs by Open Trench methods are not feasible nor practical to use. Staff has obtained an estimate from the District's current contractor, Precision Engineering, who is concluding the *North Bay Road And Ringwood Project* in Menlo Park.

Analysis

The estimate is to perform full open trench replacement of the two pipeline segments using traditional open trench methods. Attached is the proposal from Precision Engineering. Freyer and Laureta Inc. will prepare specifications and plans for the contractor to use for construction and permitting. The proposal includes the replacement of 470 feet of six inch Vitrified Clay Pipe with eight inch Poly Vinyl Chloride (PVC C900) pipe. The estimate includes, reconnecting approximately five private sewer laterals, replacing three manholes, and a thirteen-foot-wide tee cut, six-inch deep grind and pavement required by the City. Staff plans to work with the City to lessen the paving requirement since the City will be conducting their resurfacing project following the District's work. The sewer replacement work will be performed under a change order through the *North Bay Road And Ringwood Project*.

The estimate includes an alternative option to install reclaimed water pipe as part of this work.

Fiscal Impact

The replacement cost is estimated to at \$425,000. The Reclaimed Water Pipeline will be an additional \$111,000 for a total of \$536,000. The project will be paid for from the Capital Asset Funds.

Recommendation

The General Manager recommends the Board of Directors accept a proposal from Precision Engineering to perform the emergency sewer replacement in Linfield Oaks, Menlo Park and authorizing the General Manager to execute the change order as described above.

Attachment: Precision Engineering Proposal

RAVENSWOOD BIDDING SCHEDULE

Item numbers contained in this schedule are intended for cross reference to Section 7.06 "Measurement and Payment" of the project specifications. The unit price for an individual item may vary depending upon the project under which it is included.

WEST BAY SANITARY DISTRICT

RAVENSWOOD AVENUE

NORTH BAY ROAD AND RINGWOOD AVENUE PROJECT

BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization/Demobilization	LS	1	\$ <u>39,500</u>	\$ <u>39,500</u>
2.	Traffic Control	LS	1	\$ <u>39,500</u>	\$ <u>39,500</u>
3.	Dust Control	LS	1	\$ <u>10,000</u>	\$ <u>10,000</u>
5.	Pavement Restoration	SF	6,200	\$ <u>10</u>	\$ <u>62,000</u>
13.	Reconnect Sewer Laterals	EA	5	\$ <u>3,000</u>	\$ <u>15,000</u>
25.	Replace Existing 6" VCP with min 8" PVC C900	LF	470	\$ <u>395</u>	\$ <u>185,650</u>
30.	Sheeting/Shoring/Bracing	LS	1	\$ <u>45,000</u>	\$ <u>45,000</u>
38.	Replace Existing Manhole (<8')	EA	3	\$ <u>9,450</u>	\$ <u>28,350</u>

TOTAL BID AMOUNT IN NUMBERS

\$ 425,000.00

TOTAL BASE BID AMOUNT IN WORDS

Four Hundred & Twenty Five
Thousand Dollars & Zero Cents

BID ADD ALT SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
41.	Install New 8" PVC RW Line	LF	300	\$ <u>370</u>	\$ <u>111,000</u>

TOTAL BID ALT AMOUNT IN NUMBERS

\$ 111,000.00

TOTAL BASE BID AMOUNT IN WORDS

One Hundred & Eleven Thousand
A1 Dollars & Zero Cents PART A

In case of discrepancy between words and figures of the total amount, the words shall prevail. If erasures or other changes appear on this proposal, each such erasure must be initialed by the person signing the bid.

Respectfully submitted:



Signature of Bidder

PRESIDENT

Title

9/9/22

Date

PRECISION ENGINEERING, INC.

Name of Bidder (Please Print)

1939 NEWCOMB AVE, SF, CA, 94124

Address



WEST BAY SANITARY DISTRICT AGENDA ITEM 13

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *Consider Authorizing the General Manager to Accept a Proposal from Precision Engineering to Perform an Emergency Sewer Replacement in Bay Shore Park, East Palo Alto*

Background

The public sewer system in Bay Shore Park in East Palo Alto was installed in the 1930's. This area has been identified in the Revised 2013 10-Year Master Plan as being an area that is in need of repair. The entire area is currently scheduled to be replaced within the next two years. The public sewer system is of old six inch Vitrified Clay Pipe with mortared joints. Particularly, two pipeline segments in an easement at the corner of Albern Street and Menalto Avenue are poor condition.

District Closed Circuit Television Inspection crews have televised the sewer main and found the pipeline segments to have severe damage where PipePatch or Open Trench methods are not feasible nor practical to use. Staff has obtained an estimate through Freyer & Laureta Inc. from the District's current contractor, Precision Engineering, who is concluding the *North Bay Road And Ringwood Project* in Menlo Park.

Analysis

The estimate is to perform full pipe-burst replacement of the two pipeline segments using trenchless methods. Attached is the proposal from Precision Engineering. Freyer and Laureta Inc. will prepare basic specifications and maps for the contractor to use. The proposal includes the replacement of 309 feet of six inch Vitrified Clay Pipe with eight inch High Density Poly Ethaline (HDPE) pipe. The estimate includes, reconnecting approximately eight private sewer lateral service connections, as well as, two hundred and fifty square feet of pavement restoration at the downstream end where the pipeline segments connects to the sewer main on Albern Street. The replacement work will be performed under a change order through the *North Bay Road And Ringwood Project*.

Fiscal Impact

The replacement cost is estimated to at \$197,707. Funds will be used from the Capital Asset Fund.

Recommendation

The General Manager recommends the Board of Directors accept a proposal from Precision Engineering to perform an emergency sewer replacement in Bay Shore Park in East Palo Alto and authorizing the General Manager to execute the change order as described above.

Attachment: Precision Engineering Proposal

ALBERNI EASEMENT BIDDING SCHEDULE

Item numbers contained in this schedule are intended for cross reference to Section 7.06 "Measurement and Payment" of the project specifications. The unit price for an individual item may vary depending upon the project under which it is included.

WEST BAY SANITARY DISTRICT

ALBERNI EASEMENT

NORTH BAY ROAD AND RINGWOOD AVENUE PROJECT

BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization/Demobilization	LS	1	\$ <u>18,000</u>	\$ <u>18,000</u>
2.	Traffic Control	LS	1	\$ <u>9,500</u>	\$ <u>9,500</u>
3.	Dust Control	LS	1	\$ <u>6,500</u>	\$ <u>6,500</u>
4.	Utility Crossing	EA	2	\$ <u>1</u>	\$ <u>2</u>
5.	Pavement Restoration – East Palo Alto ROW	SF	250	\$ <u>20</u>	\$ <u>5,000</u>
8.	Easement/Landscape Restoration	LS	1	\$ <u>12,000</u>	\$ <u>12,000</u>
13.	Reconnect Sewer Laterals	EA	8	\$ <u>2,000</u>	\$ <u>16,000</u>
15.	Replace Existing 6" VCP with min 8" I.D. by Pipe Bursting	LF	309	\$ <u>245</u>	\$ <u>75,705</u>
30.	Sheeting/Shoring/Bracing	LS	1	\$ <u>22,000</u>	\$ <u>22,000</u>
31.	Potholing Utilities	EA	6	\$ <u>750</u>	\$ <u>4,500</u>
38.	Replace Existing Manhole (<8')	EA	3	\$ <u>9,500</u>	\$ <u>28,500</u>

TOTAL BID AMOUNT IN NUMBERS \$ 197,707.00

TOTAL BASE BID AMOUNT IN WORDS One Hundred & Ninety Seven Thousand Seven Hundred & Seven Dollars Zero Cents

In case of discrepancy between words and figures of the total amount, the words shall prevail. If erasures or other changes appear on this proposal, each such erasure must be initialed by the person signing the bid.

Respectfully submitted:



Signature of Bidder

PRESIDENT

Title

9/7/22

Date

PRECISION ENGINEERING, INC.

Name of Bidder (Please Print)

1939 NEWCOMB AVE, SF, CA, 94124

Address



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 14**

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 opportunity to provide direction to staff and legal counsel.

Recycled Water Facility Production Data:

2020	Treated	Delivered
August	8.8MG	8.2MG
September	8.2MG	5.1MG
October	7.4MG	4.5MG
November	5MG	1.4MG
December	4.7MG	.55MG
2021	Treated	Delivered
January	4.8MG	.23MG
February	4.4MG	.13MG
March	5.9MG	1.8MG
April	8.5MG	7.6MG
May	9.3.MG	8.2MG
June	9.8MG	8.7MG
July	9.5MG	9.1MG
August	9.4MG	9.0MG
September	9.1MG	6.9MG*
October	7.6MG	2.6MG**
November	5.2MG	0
December	4.7MG	0

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

* 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 15**

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 opportunity to provide direction to staff and general counsel.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 16**

To: Board of Directors

From: Sergio Ramirez, General Manager

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

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 17**

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 September 14, 2022

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