



1902 - Serving Our Community for over 120 Years - 2024

WEST BAY SANITARY DISTRICT

AGENDA OF BUSINESS

REGULAR MEETING OF THE DISTRICT BOARD

WEDNESDAY, OCTOBER 9, 2024 AT 7:00 P.M.

RONALD W. SHEPHERD ADMINISTRATION BUILDING,
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025

Board Members

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

General Manager

Sergio Ramirez

District General Counsel

Anthony Condotti, Esq.

AGENDA OF BUSINESS

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

<https://us06web.zoom.us/j/88011832415?pwd=C0W4dvmODEREo9xngqMeT27tYZ6bVQ.1>

Meeting ID: 880 1183 2415 Passcode: 433521

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 September 25, 2024 Pg. 3A-1
 - B. Approval of the Revised Financial Activity Report Authorizing Payment of Certain Bills and Salary and Consideration of Other Financial Matters through August 31, 2024 Pg. 3B-
 - C. WBSD Operations and Maintenance Report – September 2024 Pg. 3C-1
 - D. Town of Los Altos Hills - Operations and Maintenance Report for Work Performed by WBSD – September 2024 Pg. 3D-1
 - E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – September 2024 Pg. 3E-1
4. General Manager's Report Pg. 4-1
5. Authorize the General Manager to Amend the Storm Water Pollution Prevention Plan Agreement with Kaz & Associates, LLC dated June 28, 2023, for the Bayfront Recycled Water Facility Improvement Project 1763.0 Pg. 5-1
6. Consider Approving Bayfront Recycled Water Facility Consultation Services Agreement Pg. 6-1

7. Discussion and Direction on the West Bay and Sharon Heights Recycled Water Facility Pg. 6-1
8. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 7-1
9. Report, Discussion, and Direction on South Bayside Waste Management Authority (SBWMA) including the Solid Waste Franchise Re-Assignment Pg. 8-1
10. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 9-1
11. Closed Session
 - A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation (Government Code Section 54956.9(d)(2))
Number of potential cases: 1
 - B. PUBLIC EMPLOYMENT
(Cal. Govt. Code § 54957)
Title: Maintenance Workers, Maintenance Mechanic, Engineering Tech,
Construction Inspector
12. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
13. Adjournment

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



1902 - *Serving Our Community for over 120 Years* - 2024

WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, SEPTEMBER 25, 2024 AT 7:30 P.M.

1. Call to Order

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

Roll Call

BOARD MEMBERS PRESENT: President Dehn, Secretary Walker, Director Moritz,
Director Otte

BOARD MEMBERS ABSENT: Treasurer Thiele-Sardiña

STAFF MEMBERS PRESENT: Ramirez, Hulsmann, Heydari AND Alex Geise by Zoom

Others Present: None

2. Communications from the Public: None.

3. Consent Calendar

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

- A. Approval of Minutes for Regular Meeting September 11, 2024
- B. Consider Resolution Accepting Deed of Easement Pursuant to Class 3 Sewer Permit No. 18156 and Class 5 Permit No. 18157 for the Construction of Wastewater Facilities for 115 Sausal Drive, Portola Valley, California
- C. Consider Accepting Wastewater Facilities Constructed Pursuant to Class 3 Sewer Permit No. 18156 and Class 5 Permit No. 18157 for the Construction of Wastewater Facilities for 115 Sausal Drive, Portola Valley, California

Comments: None.

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

4. General Manager's Report

Discussion/Comments: General Manager Ramirez reported the District has entered into an agreement with PG&E to use the FERRF Helipad, so that they may inspect their power lines in the peninsula. He reported recruitment for Maintenance Workers resulted in fifty practical exam participants, twenty-four of them were interviewed and seven finalists. He also reported the District's Utility Worker has accepted a job offer with Silicon Valley Clean Water. The Succession Plan will be presented to the Board in October. He continued to report the new online permitting system has gone live and has processed approximately 50 permit applications and plan reviews since launching on August 19th. The next regular meetings are scheduled for October 9th and October 23rd. The complete General Manager's written report is in the September 25, 2024 agenda packet.

5. Consider Approving Performance Merit Pay Program for 2024-2025

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

Discussion/Comments: Operations Superintendent Bob Hulsmann presented the 2024-2025 program to the Board. Highlights included the goals continue to focus on reducing spills. He also reported the same goals will be maintained for the District while taking on a new interagency agreement.

6. Consider Authorizing the General Manager to Amend the Agreement dated June 28, 2023 with Kaz & Associates, LLC for SWPPP Compliance Construction Support Services for the FERRF Recycled Water Facility Improvement Project 1763.0

Motion to Approve by: _____ 2nd by: _____ Vote: AYE: _____ NAY: _____ Abstain: _____

Discussion/Comments: This item was tabled pending General Counsel review.

7. Report and Discussion on Sharon Heights Recycled Water Facility

Discussion/Comments: General Manager Ramirez reported 10.7MG was processed and 9.3MG delivered in August. He also reported a solar agreement for the plant will be coming to the Board once finalized.

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

Discussion/Comments: General Manager Ramirez reported PG&E disconnected service as part of the demolition phase. He also reported the piles for the Levee Project are in design. In addition, General Manager Ramirez reported on the need for specialty inspections for the recycled water facility. Board direction was to bring an agreement for consideration at an upcoming meeting.

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

Discussion/Comments: President Dehn reported the next meeting will be held on September 26th. General Manager Ramirez reported HF&H is reviewing the approved 2025 rates that were approved in 2024.

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

Discussion/Comments: Director Otte requested the District perform public outreach on SVCW's nutrient removal efforts. General Manager Ramirez suggested preparing an article for the annual newsletter.

11. Closed Session

Entered closed session at 8:53 p.m. Left closed session at 9:00 p.m.

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation (Government Code Section 54956.9(d)(2))
Number of potential cases: 2

Reportable action: None.

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

Discussion/Comments: None.

16. Adjournment Time: The meeting was adjourned at 9:01 PM

Secretary

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WEST BAY SANITARY DISTRICT
Financial Activity Report
August 2024

Date: *October 9, 2024*

To: *Board of Directors*

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

Subject: *Approve Monthly Financial Activity Report - Revised*

Financial Activity for the month of August 2024.

Receipt Summary:

Commercial Deposits	264,331.34
Deposits in Transit/(Prior Period)	0.00
Returned Checks	0.00
Credit Cards / eChecks	35,151.01
Franchise Fees	9,936.87
San Mateo County [Tax Roll]	0.00
Other Receipts	215,737.74
Transfers	2,650,000.00
Total Receipts	<u><u>3,175,156.96</u></u>

Withdrawal Summary

Total Checks	1,018,428.20
Total Corp Cards	16,672.73
Total Bank Wires/ACHs	1,521,457.68
External Withdrawals	<u>2,556,558.61</u>
Total Internal Bank Transfers	-
Total Withdrawals	<u><u>2,556,558.61</u></u>

Fund Expenditure Summary by Budget Category

100	Operations	877,980.16
200	Capital	618,984.74
300	Solid Waste	0.00
500	Recycled Water	93,168.71
800	Silicon Valley Clean Water	966,425.00
Expenditures by Fund		<u><u>2,556,558.61</u></u>

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

The Financial Activity Report has been revised from the original presented September 11, 2024. The totals above have not changed. Receipts between 463723 and 463741 were changed to match the eTrackit system numbering and customer name. West Bay went live with eTrackit on August 20, 2024 and is mirroring the eTrackit system in the old Cash Receipt Log. Several receipts had issues with the automatic numbering in one or the other system. All receipts have all been adjusted in the manual Cash Receipt Log to match eTrackit as accurately as possible.

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

President _____

Secretary _____

Investment Portfolios

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

The Treatment Plant Reserve target balance was set to cover Silicon Valley Clean Water (SVCW) capital needs and avoid incurring additional debt. In July 2024, \$2 million was transferred from the Treatment Plant Reserve's available cash to provide funds for the \$3,356,334 to SVCW for cash in lieu of additional debt due in FY 2024-25. The District currently has available funds to cover the remainder, making it unnecessary to liquidate non-cash investments in the reserve.

<u>Reserve Account</u>	<u>Originated</u>	<u>Target Balance</u>	<u>Balance 8/31/24</u>	<u>Target</u>
Operating Reserve	11/26/2014	\$14 million	\$12,929,673	Unfulfilled
Rate Stabilization Reserve	10/30/2015	\$10 million	\$11,337,523	Achieved
Treatment Plant Reserve	8/1/2021	\$12 million	\$10,762,155	Unfulfilled
Capital Project Reserve	11/26/2014	\$8 million	\$28,894,954	Achieved *
Emergency Capital Reserve	10/19/2010	\$6 million	\$6,174,162	Achieved
Recycled Water Cash Flow	11/18/2016	\$8 million	\$6,539,143	Unfulfilled
Recycled Water SRF Reserve	3/1/2018	\$1.46 million	\$1,519,598	Achieved
Vehicle & Equipment Reserve	8/18/2011	\$1 million	\$1,006,363	Achieved

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

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

<u>Investments by Type</u>	<u>Balance 8/31/24</u>
Operating Accounts	\$1,546,247
Local Agency Investment Fund (LAIF)	\$14,787,450
Unrestricted Reserves	
Investment Portfolios	\$63,707,938
Money Market Account	\$1,006,363
Restricted Reserves	
Recycled Water SRF Reserve	\$1,519,598
Public Agency Retirement Services (PARS)	\$907,787 **

** Balance as of 7/31/24 (current statements unavailable)

**West Bay Sanitary District
Receipts
August 2024**

Receipt Number	Receipt Date	Description	Amount
463691	8/1/2024	Roto Rooter: 2 Magnolia Dr, ATH, Permit	490.00
463692	8/2/2024	Norcal Home Builders: 894 Ringwood, Permit	490.00
463693	8/7/2024	Town of Los Altos Hills: MSA 6/2024	43,538.94
463694	8/7/2024	Olga Jimenez: 223 Holland St, EPA, Permit	4,794.00
463695	8/7/2024	American Construction: 244 Park Ln, ATH, Permit	8,667.60
463696	8/7/2024	Discount Plumbing: 23 Bay Rd, MP, Permit	490.00
463697	8/9/2024	T.M. Shanahan Engineering: 3590 Alameda De Las Pulgas Permit	220.00
463698	8/9/2024	GCI General Contractors: 4400 Bohannon Dr, MP, Permit	690.00
463699	8/9/2024	Thomas James Homes: 2138 Camino A Los Cerros, MP, Permit	220.00
463700	8/12/2024	Adobu: 1231 Arbor Rd, MP, Permit	9,098.00
463701	8/12/2024	Tracy Hsu: 752 College Ave, MP, Permit	220.00
463702	8/2/2024	Peninsula Innovation, fbo Meta: RW Mgmt 2/24-6/24 & Deposit	73,450.65
463703	8/5/2024	Peninsula Innocation, fbo Meta: Willow Village Deposit 2024	20,000.00
463704	8/7/2024	WBSD: Transfer LAIF to Ops	2,000,000.00
463705	8/7/2024	WBSD: Transfer LAIF to PR Acct	650,000.00
463706	8/13/2024	Recology: SW Franchise Fees 7/2024	9,936.87
463707	8/13/2024	TJH Norcal Llc: 848 College Ave., MP, Permit	3,933.20
463708	8/13/2024	Keeth Building Contractors Inc: 394 Stevick Dr, Ath, Permit	490.00
463709	8/13/2024	Roderick Cooper: 1012 Cotton St, MP, Permit	359.50
463710	8/14/2024	CSRMA: Wellness/Safety Program Refund	1,643.48
463711	8/15/2024	349 Walsh llc: 349 Walsh Rd., ATH, ADU & Permit	9,098.00
463712	8/15/2024	Utopia Construction: 18 Patterson Ave, MP, Permit	490.00
463713	8/15/2024	Discount Plumbing: 23 Bay Rd, MP, Permit	230.00
463714	8/16/2024	Shoreway Plumbing: 85 Orchard Hills St, Ath, Permit	720.00
463715	8/19/2024	Bob Hulsmann: Reim Cal Card Personal Expense 7/29/24	32.96
463716	8/19/2024	Silicon Valley Clean Water: FEF Lease 7/2024-11/2024	174,508.36
463717	8/20/2024	G.Sofalvi Construction Inc.: 3 Williams Ct, MP, Permit	230.00
463718	8/20/2024	Jennifer & Michael Kramer: 90 La Loma Dr, MP, Permit	6,085.20
463719	8/20/2024	Void	0.00
463720	8/21/2024	Eduardo Delgado Cardenas: 701 Menlo Oaks, MP, Permit	324.91
463721	8/29/2024	TJH Norcal llc: 1371 Sherman Ave., MP, Permit	3,933.20
463722	8/29/2024	Soujanen Kindler: 1 Elm St., ATH, Permit	6,946.00
463723	8/9/2024	SHGCC: O&M 8/2024 & SRF Loan Installment# 5	122,287.09
463724	8/9/2024	Void	0.00
463725	8/20/2024	JPM Construciton: 1435 Laurel ST., MP, Permit	490.00
463726	8/23/2024	3705 Haven Llc/Ruby Huang: 3705 Haven Ave, MP, Deposit	10,000.00
463727	8/22/2024	Peter Von Clemm: 128 Pecora Way, PV, Permit	720.00
463728	8/23/2024	Black Mountain Construction/J.Woods/A.Blazer: 57 Linda Vista	8,608.00
463729	8/23/2024	Black Mountain Construction/J.Woods/A.Blazer: 57 Linda Vista	6,085.20
463730	8/26/2024	Supple Homes/Sean Supple/Dr: 1065 Cascade Wy., P, Permit	490.00
463731	8/26/2024	Patrick Powers: 20 Valley Oak, PV, Permit	490.00
463732	8/27/2024	Yanlin Li: 916 Hermosa Way, Permit	490.00
463733	8/28/2024	JPM Construction/M.Borjon: 1996 Camino A Los Cerros, Permit	220.00
463734	8/27/2024	Discount Plumbing/D.Mcgowan: 1005 Windsor Dr, MP, Permit	720.00
463735	8/28/2024	Bruce Lovazzano: 240 Georgia Ln., Permit	935.00
463736	8/28/2024	Marco Acosta: 2199 Avy Ave, Permit	720.00
463737	8/28/2024	R.Brackett Construction: 4 Manor Place, Permit	490.00
463738	8/28/2024	Anthony Juarez/Adroit Builders: 3231 Alameda De Las Pulgas,	490.00
463739	8/29/2024	Gary Meek: 678 College Ave., MP, Permit	490.00
463740	8/29/2024	Melissa Perkovich: 1001 Hermosa Way, ADU Conn	4,304.00
463741	8/30/2024	Wizard Plumbing/B.Carmichael: 678 College Ave, MP, Permit	490.00
Total Receipts			\$3,189,850.16
		Returned Checks	0.00
	8/29/2024	Paya: Customer Fees Charge Back	(14,693.20)
Net Receipts			\$3,175,156.96
Bank Transfers:			
Total Receipts			\$3,175,156.96

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

Check	Date	Payee	Purpose	Amount
71945	8/19/2024	Mission Clay Products, LLC	VOID	(527.61)
72089	8/8/2024	Abila	MIP Cloud Monthly Subscription 9/4/24-10/3/24	698.36
72090	8/8/2024	California Car Sounds	Safety Lights Unit 234 E Trans 7/2024	3,720.99
72091	8/8/2024	California Water Service	Water Service - Stowe Ln 6/21/24-7/23/24	39.55
72092	8/8/2024	Cintas	Uniform Service 7/31/24	1,381.34
72093	8/8/2024	CleanServ Universal Services	Janitorial Service 8/2024	1,075.00
72094	8/8/2024	CPS HR Consulting	HR Consulting Services 6/2024	97.50
72095	8/8/2024	CWEA	CWEA Test Fee - D.White Fall 10/2024-12/2024	209.00
72096	8/8/2024	Dell Marketing	Laptop Replacements (2) 7/2024	3,612.17
72097	8/8/2024	Ditch Witch West	Ditch Witch Parts 7/2024	976.06
72098	8/8/2024	Duke's Root Control, Inc	Root Foam FY 2024/25	148,761.49
72099	8/8/2024	First Unum Life	Life, AD&D, Disability Ins 8/2024	2,837.14
72100	8/8/2024	Grainger	Pump Station Parts/Material & Water 84 Cases 7/2024	1,874.46
72101	8/8/2024	Home Depot Credit Services	Tools & Pump Station Parts/Material 7/2024	1,308.12
72102	8/8/2024	IEDA	Labor Relations Consulting Fees 8/2024	814.00
72103	8/8/2024	Interstate Traffic Control	Safety Signs 7/2024	270.70
72104	8/8/2024	Kone Pasadena	Elevator Maintenance 8/2024	341.20
72105	8/8/2024	Mallory Co.	Confined Space Entry Equipment Parts 5/2024	7.07
72106	8/8/2024	Menlo Park Hardware Co. #14016	Maintenance Supplies 6/2024	601.05
72107	8/8/2024	Navia Benefit Solutions	Commuter & FSA Fees 7/2024 & FSA Contributions PR 08/09/24	1,502.30
72108	8/8/2024	Occupational Health Centers	Health Screenings - 7/2024	196.00
72109	8/8/2024	Pacific Gas & Electric	Electric Service - June-July 2024	7,316.60
72110	8/8/2024	Seekzen Systems	IT Consulting Monthly Fee 7/2024	475.00
72111	8/8/2024	Teamsters Local No. 350	Union Dues 8/2024	1,024.00
72112	8/8/2024	TPX Communications	District VoIP & Fiber Monthly Fee 8/2024	2,750.46
72113	8/8/2024	Underground Republic Water	Sewer Couplers, Wye, T.s 7/2024	1,218.83
72114	8/8/2024	Verizon Wireless	Cellular Service - SHRWF 7/2/24-8/1/24	65.04
72115	8/8/2024	Weco Industries	Sewer Cleaning & CCTV Equipment Repairs FY 23/24	10,962.06
72116	8/15/2024	A-A Lock & Alarm	Padlocks (24) 8/2024	392.44
72117	8/15/2024	Alpha Analytical Laboratories	Total Coliform Analysis, Weekday - SHRWF 7/2024	1,724.25
72118	8/15/2024	Veolia Water North America	Water Service - Purdue Ave 7/2/24-8/1/24	64.55
72119	8/15/2024	Readyrefresh By Nestle	Water Delivery 7/2024	75.75
72120	8/15/2024	BAGG Engineers	Bayfront Testing Services, Project 1761.8 7/2024	710.00
72121	8/15/2024	CWEA	CWEA Membership E.Madrigal 8/2024, Cert 10/2024	466.00
72122	8/15/2024	California State Lands Comm	Bayfront RWF 6/2024 App#A0000004542	39.28
72123	8/15/2024	California Water Service	Water Service - Seminary Pump Station 6/22/24-7/24/24	39.55
72124	8/15/2024	CalPERS LongTerm Care Program	LTC Withholding 8/1/24-8/15/24	67.27
72125	8/15/2024	FedEx	Shipping Charges 7/2024	509.18
72126	8/15/2024	Grainger	Chemical Resistant Gloves (3) & Tool Bags 8/2024	283.24
72127	8/15/2024	Hillyard/San Francisco	Paper Towels & Paper Towel Dispensers 7/2024	774.49
72128	8/15/2024	Mallory Co.	PPE Supplies 7/2024	3,650.06
72129	8/15/2024	City of Menlo Park - Fuel	Fuel: District Vehicles 7/2024	8,070.79
72130	8/15/2024	Void		0.00
72131	8/15/2024	National Auto Fleet Club	2024 Freightliner Dump Truck Unit 236	185,145.19
72132	8/15/2024	Quadient Leasing USA	Postage Meter Lease 8/10/24-11/9/24	268.37
72133	8/15/2024	Deborah Peres	Gardener 500 Laurel Street & SHRWF 8/2024	800.00
72134	8/15/2024	Principal Life Insurance	Dental & Vision Ins 08/2024	4,791.65
72135	8/15/2024	Recology Peninsula Services	Recology 2yd Bin - SHRWF 7/2024	249.39
72136	8/15/2024	Redwood General Tire Co	Tire Repair, Replace Starter & Transmission Assembly 7/2024	2,547.68
72137	8/15/2024	County Of San Mateo	Employee Training Classes	1,390.00
72138	8/15/2024	San Mateo Lawn Mower Shop	Small Engine Repair and Service 7/2024	159.19
72139	8/15/2024	Sensera Systems	Sensera Camera Cloud Svc 8/31/24-8/30/25	2,148.00
72140	8/15/2024	Spartan Tool	Cable, Splice, Blades 7/2024	166.72
72141	8/15/2024	Underground Republic Water	ARC Couplers, Pipe Fittings and Pipe 8/2024	5,532.99
72142	8/15/2024	Valley Heating & Cooling	HVAC Maintenance Agreement 8/2024	294.00
72143	8/15/2024	Vision Communications Co.	Radio Air Time 8/2024	252.00
72144	8/15/2024	Weco Industries	CCTV Repair 7/2024	2,685.17
72145	8/15/2024	Sergio Ramirez	S.Ramirez CWEA Conf Travel Exp 7/10-7/12/24	368.99
72146	8/15/2024	Victor Garcia	Boot Reim V.Garcia 7/2024	300.00
72147	8/15/2024	Angel Ambriz	A.Ambriz Tuition Canada College 2024	323.25
72148	8/22/2024	Airgas USA, LLC	Tank Rentals & Supplies 7/2024	110.05
72149	8/22/2024	AT&T	Telemetry Service 7/13/24-8/12/24	1,314.27
72150	8/22/2024	Atchison, Barisone & Condotti	Legal Services May & July 2024	22,722.63
72151	8/22/2024	BAGG Engineers	FERRF Levee Testing Services Project 1762.0 7/2024	340.00
72152	8/22/2024	California Water Service	Water Service - July-August 2024	1,574.28
72153	8/22/2024	CDIAC	Bayfront RWF SRF Loan CDIAC #2023-1065 Fee 8/8/24	5,000.00
72154	8/22/2024	Cintas	Uniform Service 8/2024	2,482.27
72155	8/22/2024	City of Foster City	CalOpps - Job Postings 8/2024	582.00
72156	8/22/2024	City of Menlo Park	Public Outreach MP 4th of July Celebration 7/4/24	500.00

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

72157	8/22/2024	City of Menlo Park	Stormwater Business Inspection Fee - CMPK 6/2024	484.00
72158	8/22/2024	City of Menlo Park	Public Outreach MP Spring Fest Sponsorship 4/6/24	500.00
72159	8/22/2024	City of Menlo Park - Water Svc	Water Service - July-August 2024	1,220.84
72160	8/22/2024	CWEA	CWEA Membership - A. Garcia 8/2024	313.00
72161	8/22/2024	Ditch Witch West	Ditch Witch Vacuum Trailer Service and Repairs 7/2024	7,318.93
72162	8/22/2024	FedEx	Liftgate Delivery 3/2024	82.80
72163	8/22/2024	Freyer & Laureta	On-call Services, PS Design & Mgmt, Levee Construction Mgmt & Support, Phase I Point	74,463.13
72164	8/22/2024	Grainger	Grainger PPE, Pump Station Parts & Material, Maintenance Supplies - SHRWF	2,266.55
72165	8/22/2024	Heath Cortez	Travel CWEA Meeting SLO H.Cortez 7/2024	185.00
72166	8/22/2024	Matheson Tri-Gas	Tank Rentals May-July 2024	328.91
72167	8/22/2024	Morse Hydraulics	Couplers (4) - SHRWF	627.46
72168	8/22/2024	Navia Benefit Solutions	FSA Contributions PR 08/23/24	1,102.30
72169	8/22/2024	Omega Industrial Supply	Sewer Aide Chemicals 8/2024	2,064.83
72170	8/22/2024	Pacific Gas & Electric	Electric Service - Los Trancos Rd 7/15/24-8/13/24	328.90
72171	8/22/2024	Peninsula Truck Repair	Unit 212: Vehicle Repair & Service 7/2024	5,567.64
72172	8/22/2024	Ranger Pipelines	Bayfront SS Project 1761.8, 7/2024	357,311.43
72173	8/22/2024	Readyrefresh By Nestle	Water Delivery 7/11/24-8/10/24	208.60
72174	8/22/2024	Recology Peninsula Services	Dumpster Rental - Marsh Rd 7/2024	1,845.00
72175	8/22/2024	Void		0.00
72176	8/22/2024	San Mateo County Health	SMC Environmental Health CUPA Fees (16) 8/2024	7,649.00
72177	8/22/2024	Seth Avila	Travel CWEA Meeting SLO S.Avila 7/2024	369.94
72178	8/22/2024	U.S. Jetting, LLC.	U.S. Jetter Pump Repair and Parts 8/2024	95.28
72179	8/22/2024	Valley Heating & Cooling	HVAC Maintenance Agreement 5/2024	294.00
72180	8/22/2024	Verizon Wireless	Mobile Service Monthly Fees 7/16/24-8/15/24	1,678.98
72181	8/29/2024	Bay Alarm	Bay Alarm Building Monitoring 9/1/24-11/30/24	9,728.90
72182	8/29/2024	Center for Hearing Health	Crew Audiograms 8/15/24	720.00
72183	8/29/2024	Cintas	Uniform Service 8/21/24	1,214.89
72184	8/29/2024	Dell Marketing	Laptop Bags (2) 8/2024	55.63
72185	8/29/2024	DES Architects & Engineers	Reclaimed Water Design O'Brien Dr 7/2024	585.00
72186	8/29/2024	Dolphin Graphics	West Bay Apparel 8/2024	951.57
72187	8/29/2024	Du-All Safety, LLC	Safety Maintenance Contract 7/2024	2,700.00
72188	8/29/2024	FedEx	FedEx: WECO 8/15/2024	336.60
72189	8/29/2024	Govconnection, Inc.	AutoCAD LT Annual Subscription Renewal 2024-25	1,440.00
72190	8/29/2024	Grainger	Misc Parts & Supplies & PPE 8/2024	3,210.68
72191	8/29/2024	Instrument Technology Corp.	Two New Push Cameras for the Crews 6/2024	14,918.75
72192	8/29/2024	Jones Hall	Bayfront RWF Bond Counsel 8/2024	15,000.00
72193	8/29/2024	Kaz & Associates	FERRF Levee Improvements 7/2024	2,300.00
72194	8/29/2024	Mallory Co.	Safety Glasses (15) 8/2024	348.71
72195	8/29/2024	Pacific Gas & Electric	Electric Service - July-Aug 2024	35,118.40
72196	8/29/2024	Recology Peninsula Services	Dumpster Rental - Marsh Rd 6/2024	4,120.50
72197	8/29/2024	Red Wing	Safety Boot Purchase - A.Patino 8/9/24	300.00
72198	8/29/2024	Silicon Valley Clean Water	SVCW Coliform Samples - SHRWF 7/2024	600.00
72199	8/29/2024	Western States Tool & Supply	Rehab Replacement Chipping Gun 8/2024	770.10
72200	8/30/2024	Dominic Nanni	Final Payroll Check 8/17-8/30/2024	5,179.13
				1,018,428.20

Corporate Cards:

GL	Date	Account Name	Description	Amount
16702	8/21/2024	Recycled Water - Bayfront	San Mateo County Recorder: Bayfront EIR 7/08/24	4,101.25
54028	8/21/2024	Commuter Benefits	Fastrak: Commuter Benefit 7/17/24	1,150.00
54061	8/21/2024	Gas & Diesel Vehicles	Shell Oil: Gas Unit 224 7/12/24	107.90
54063	8/21/2024	Diesel Pump Stations Fuel	Chargepoint: Charging Unit 232 7/2024	30.00
54080	8/21/2024	Memberships	Peloton Membership, CWEA-S.Avila Membership	283.00
54091	8/21/2024	Stationary and Office Supplies	Amazon: Phone and Tablet Accessories; Staples: Office Supplies	616.49
54092	8/21/2024	Periodicals & Printer Supplies	Printing Supplies	592.52
54101	8/21/2024	Ops Supplies & Materials	Amazon: 3D Filament, Gym Equip, Charging Cables	934.96
54105	8/21/2024	Pump Station Parts & Supplies	Amazon: Backflow parts, Interstate Batteries (2)	244.97
54121	8/21/2024	General Eng, Surveys, Studies	San Mateo County Recorder: Easement Documents 7/17/24	75.00
54126	8/21/2024	Safety Training	Central Computers: Gift Card Joe Scheidt 6/25/24	50.00
54129	8/21/2024	Recruitment	Craigslist & CWEA: Maintenance Worker job posts	755.00
54131	8/21/2024	Advertisement & Legal Notices	The Daily Post: Bids Ad Stowe Lane PS & Telemetary Projects	2,250.00
54132	8/21/2024	Printing Forms & Cards	Amazon: AP Check Stock 6/29/24	32.80
54133	8/21/2024	Public Outreach	Menlo Park Rotary: Tour de Menlo Sponsorship 7/25/24	170.00
54151	8/21/2024	Fleet/Vehicle R&M	Unit 217: Oil Service; Unit 212: AC Refill; Unit 234: Floor Liners; Ford Pro Chargers	695.83
54157	8/21/2024	Building Repairs & Maint.	Lock Dispenser; Gym Fans; Admin Camera	497.86
54158	8/21/2024	Computer Software R & M	Solar Winds: Annual Renewal; Zoom: Monthly Subscription	124.00
54159	8/21/2024	Computer Hardware R & M	Amazon: Credit	(28.11)
54173	8/21/2024	Dept Training & EE Development	Safety Trainings	598.92
54174	8/21/2024	Mgmt Conf. & District Meetings	Goals Luncheon, Managers Meetings	1,973.87
54175	8/21/2024	CWEA Conf/Section Mtgs	CWEA Conference Lodging (2 EE's)	772.60
54176	8/21/2024	Business Meetings	General Manager Meetings	203.86
54191	8/21/2024	Internet	Comcast California: Internet SHRWF 7/2024	440.01
US Bank - CalCards				16,672.73

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

Bank Wires/ACH

Date	Payee	Purpose	Amount
8/8/2024	SVCW	SVCW Monthly Operating Contribution	966,425.00
8/8/2024	Paya	Refund Customer Excess Fees	1,294.38
8/8/2024	ADP	Director Fees July 2024	4,947.82
8/8/2024	ADP	Payroll Taxes - Board	923.93
8/8/2024	ADP	Employee Payroll - Check Date: 8/9/24	143,225.88
8/8/2024	ADP	Payroll Taxes -8/9/24	51,229.83
8/8/2024	ADP	ADP Wage Garnishment Payment	1,021.73
8/9/2024	MissionSquare	Deferred Compensation PR 8/9/24	13,875.82
8/12/2024	CalPERS	Health Premiums	74,379.64
8/16/2024	ADP	ADP Fees	368.05
8/19/2024	CalPERS	GASB 68 Reports	1,050.00
8/20/2024	CalPERS	Retirement Contributions PR 8/9/24	31,297.12
8/22/2024	ADP	Employee Payroll - Check Date: 8/23/24	136,871.83
8/22/2024	ADP	Payroll Taxes -8/23/24	47,238.91
8/22/2024	ADP	ADP Wage Garnishment Payment	1,021.73
8/23/2024	MissionSquare	Deferred Compensation PR 8/23/24	13,975.82
8/26/2024	CalPERS	Retirement Contributions PR 8/23/24	30,844.54
8/27/2024	Navia Benefit Solutions	September Commuter Benefits	1,103.60
8/30/2024	ADP	ADP Fees	322.05
8/30/2024	Paya	Credit Card Processing Fees 8/2024	40.00
Bank Wires/ACH			1,521,457.68

Bank Transfers:

Date	Payee	Purpose	Amount
Internal Bank Transfers			0.00

Summaries:

Withdrawal Summary		
Total Checks		1,018,428.20
Total Corp Card		16,672.73
Total Bank Wires / ACHs		1,521,457.68
Total Internal Bank Transfers		0.00
Total Withdrawals		2,556,558.61

West Bay Sanitary District
Expenditures By Vendor
7/01/2024 to 08/31/2024

Withdrawals	Total by Vendor	Withdrawals
Name	YTD FY 2023-24	August 2024
	<i>YTD</i>	<i>Current</i>
AAA Fire Protection Services	-	-
AAA Rentals	-	-
A-A Lock & Alarm	392.44	392.44
Action Towing	-	-
Abila	2,095.08	698.36
ADP - Fees	1,369.80	690.10
ADP-Wage Garnishment	4,086.92	2,043.46
Airgas Usa, LLC	217.26	110.05
All American Sewer Tools	-	-
Allied Crane	-	-
The Almanac	-	-
Alpha Analytical Laboratories	5,694.25	1,724.25
Anderson Pacific	-	-
Angulos NorCal Tree Service	-	-
Aqua Natural Solutions	-	-
AT&T	2,535.77	1,314.27
Atchison, Barisone & Condotti	27,765.93	22,722.63
BAGG Engineers	4,350.00	1,050.00
Backflow Prevention Specialist	2,760.00	-
BMO	-	-
Battery Junction Wholesale	-	-
Bay Alarm	10,631.60	9,728.90
Bay Area Air Quality Mgmt Dist	-	-
Bay Area Barricade Service Inc	-	-
Bay Area Paving Co.	975.00	-
Bay Reprographic	-	-
Bayside Equipment Company	775.00	-
BidNet	-	-
Bluebeam, Inc.	-	-
Bonny Doon Environmental	-	-
CA Dept Of Tax & Fee Admin	-	-
CASA	-	-
CA State Disbursement Unit	-	-
CDIAC	5,000.00	5,000.00
CPS HR Consulting	162.50	97.50
Calif. Labor Law Poster Service	-	-
CA Regional Water Quality	-	-
California State Lands Comm	639.28	39.28
California Water Service	3,737.35	1,653.38
CalPERS - GASB Fee	1,050.00	1,050.00
CalPERS - Retirement	124,703.68	62,141.66
CalPERS - Health Premiums	148,823.23	74,379.64
CalPERS - Unfunded Accrued Liability	66,215.00	-
CalPERS - Actuary Fees	-	-
CalPERS - 1959 Survivor Billing	-	-
CalPERS Longterm Care Program	201.81	67.27
California Car Sounds	3,720.99	3,720.99
Casey Construction	140,357.66	-
CDW Government	980.46	-
Center For Hearing Health	720.00	720.00
CentralSquare Technologies	-	-
Chargepoint Inc.	690.00	-
Chavan & Associates	-	-
Cintas	12,540.78	5,078.50
City of Foster City	582.00	582.00
City of Menlo Park	1,484.00	1,484.00
City Of Menlo Park - Fuel	15,413.06	8,070.79
City Of Menlo Park - Water Svc	2,046.46	1,220.84
Clean Earth Environmental	2,688.49	-
Cleanserv Universal Services	3,225.00	1,075.00

West Bay Sanitary District
Expenditures By Vendor
7/01/2024 to 08/31/2024

Withdrawals	Total by Vendor YTD FY 2023-24	Withdrawals August 2024
Coast To Coast Trucking School	-	-
Comcast	353.07	-
Commercial Van Interiors	6,005.54	-
The Concept Genie	-	-
Core & Main	-	-
Costco	-	-
CSDA	-	-
CSRMA c/o Alliant Insurance	177,063.69	-
CUES	-	-
Custom Tops, Inc.	-	-
CWEA	1,742.00	988.00
Deborah Peres	3,200.00	800.00
DES Architects & Engineers	18,724.96	585.00
Detection Instruments Corp.	-	-
Dell Marketing	3,667.80	3,667.80
Dewey Pest Control	-	-
Ditch Witch West	8,790.64	8,294.99
Dolphin Graphics	1,515.00	951.57
Downtown Ford Sales	-	-
Du-All Safety, LLC	4,680.00	2,700.00
Duke's Root Control, Inc	148,761.49	148,761.49
Embarcadero Media Foundation	420.00	-
Employment Development Dept.	-	-
ESRI	-	-
East Bay Municipal Utility	-	-
FedEx	928.58	928.58
First Unum Life	5,430.78	2,837.14
Fischer Compliance LLC	-	-
Ford Motor Company	-	-
Freyer & Laureta	145,109.08	74,463.13
Frisch Engineering, Inc.	1,987.50	-
GoldStreet Design Agency	-	-
Govconnection, Inc.	1,440.00	1,440.00
Governmentjobs.Com	-	-
Grainger	9,794.95	7,634.93
Granite Rock Company	-	-
HF&H Consultants	-	-
Hadronex	44,972.83	-
Harben California	-	-
Helix Laboratories	2,764.03	-
Hillyard/San Francisco	1,098.93	774.49
Home Depot Credit Services	1,772.84	1,308.12
IEDA	1,628.00	814.00
Innovyze LLC	-	-
Institute For Local Government	-	-
Instrument Technology Corp.	17,126.99	14,918.75
Interstate Traffic Control	270.70	270.70
Ironhouse Sanitary District	2,713.45	-
Jones Hall	15,000.00	15,000.00
Kaz & Associates	2,650.00	2,300.00
Kimball Midwest	1,664.76	-
Kone Pasadena	1,002.00	341.20
Lasky Trade Printing	-	-
Leaf Capital Funding	-	-
Mallory Co.	4,005.84	4,005.84
Matheson Tri-Gas	328.91	328.91
Maxx Metals	-	-
McCrometer Inc.	-	-
Medco Supply Company	-	-
Menlo Park Fire Protection	-	-
Menlo Park Hardware Co. #14016	601.05	601.05
Meta Platforms (Facebook)	-	-
Microix, Inc.	-	-

West Bay Sanitary District
Expenditures By Vendor
7/01/2024 to 08/31/2024

Withdrawals	Total by Vendor YTD FY 2023-24	Withdrawals August 2024
Mission Clay Products, LLC	2,651.26	(527.61)
MissionSquare	55,405.87	27,851.64
Morse Hydraulics	627.46	627.46
Municipal Maintenance Equip.	14,433.50	-
Napa Auto Parts	421.52	-
National Auto Fleet Club	185,145.19	185,145.19
Navia Benefit Solutions	7,415.40	3,708.20
NeoPost	-	-
Nuvei / Paya	-	-
Occasions, Etc.	-	-
Occupational Health Centers	293.00	196.00
Omega Industrial Supply	2,064.83	2,064.83
Orenco Systems, Inc.	-	-
Ovivo Usa, LLC	-	-
Owen Equipment Sales	-	-
P&F Distributers	-	-
PBM	523.01	-
Pacific Gas & Electric	115,548.25	42,763.90
Pape Machinery	4,323.61	-
Peninsula Truck Repair	13,329.23	5,567.64
Pier 2 Marketing	1,000.00	-
Ponton Industries	-	-
Precise Concrete Sawing, Inc.	-	-
Precise Printing And Mailing	-	-
Precision Engineering	-	-
Preferred Alliance	528.60	-
Principal Life Insurance	9,583.30	4,791.65
Quadient Leasing USA	268.37	268.37
Quincy Compressor	-	-
R.A. Nosek Investigations	-	-
Ranger Pipelines	807,734.07	357,311.43
Readyrefresh By Nestle	542.70	284.35
Recology Peninsula Services	6,464.28	6,214.89
Red Wing	785.58	300.00
Redwood City Health & Wellness	171.00	-
Redwood General Tire Co	2,547.68	2,547.68
City Of Redwood City	-	-
Registrar Of Voters	-	-
Repcor	-	-
Rich Voss Trucking	-	-
Roadsafe Traffic Systems, Inc.	-	-
Samuel M. Rose	315.00	-
SVCW - Monthly Operating Contribution	1,932,850.00	966,425.00
SVCW - Debt Reserve Contribution	-	-
SVCW - 2018 Bonds	1,262,655.78	-
SVCW - 2021 A&B Bonds	2,327,154.24	-
SVCW - SRF Debt	-	-
Silicon Valley Clean Water	1,350.00	600.00
Chamber San Mateo County	-	-
County of San Mateo	1,390.00	1,390.00
San Mateo County Assessor	-	-
San Mateo County Tax Collector	-	-
San Mateo County Health	7,649.00	7,649.00
County of San Mateo - LAFCO	24,913.00	-
San Mateo Lawn Mower Shop	159.19	159.19
County of Santa Clara	-	-
SWRCB	-	-
Seekzen Systems	950.00	475.00
Sensera Systems	4,296.00	2,148.00
Shape, Inc.	-	-
Sharp Business Systems	1,343.93	-
Sonsray Machinery LLC	-	-
Spartan Tool	2,324.69	166.72
State Board Of Equalization	-	-

West Bay Sanitary District
Expenditures By Vendor
7/01/2024 to 08/31/2024

<u>Withdrawals</u>	<u>Total by Vendor YTD FY 2023-24</u>	<u>Withdrawals August 2024</u>
Stevens Creek Quarry	-	-
Streamline	-	-
Sunbelt Rentals, Inc.	2,348.22	-
Sutter EAP	1,363.25	-
TPX Communications	3,851.70	2,750.46
Teamsters Local No. 350	2,112.00	1,024.00
Teletrac Navman US	543.92	-
Total Equipment Of Fremont	-	-
Town Of Atherton	-	-
Towne Ford	53,299.11	-
Trojan Technologies Group ULC	-	-
Underground Republic Water	9,457.57	6,751.82
Underground Service Alert	-	-
United Rentals Inc.	619.06	-
Univar Solutions USA	2,725.61	-
US Bank - CalCards	28,510.97	16,672.73
U.S. Jetting, LLC.	1,006.97	95.28
US Standard Products Corp	588.93	-
V & A Consulting Engineers	-	-
V.W. Housen & Associates	-	-
Valley Heating & Cooling	588.00	588.00
Vallombrosa Center	525.00	-
Veolia Water North America	129.10	64.55
Verizon Wireless	4,427.81	1,744.02
Vision Communications Co.	504.00	252.00
Weco Industries	20,591.48	13,647.23
Western States Tool & Supply	770.10	770.10
West Yost & Associates	-	-
Woodard & Curran	176,216.59	-
Young's Auto Supply Center	-	-
Mark Weiss	1,483.53	-
Angel Ambriz	323.25	323.25
Seth Avila	369.94	369.94
Heath Cortez	185.00	185.00
Victor Garcia	300.00	300.00
Yutian Lei	775.55	-
Dominic Nanni	5,179.13	5,179.13
Sergio Ramirez	368.99	368.99
Total Vendor Withdrawals	8,354,169.53	2,170,786.03
Wages & Payroll Taxes		
Salaries/Wages - Net Pay	569,406.32	280,097.71
Directors Fees - Net Pay	9,445.09	4,947.82
Payroll Taxes	190,043.90	99,392.67
Performance Merit Program - Net Pay	-	-
Total Payroll	768,895.31	384,438.20
Total External Withdrawals	9,123,064.84	2,555,224.23
WBSD Transfers:		
WBSD LAIF Account	-	-
WBSD Investment Accounts	-	-
Public Agency Retirement Services (PARS)	-	-
Other Transfers	-	-
Total Transfers	-	-
Total Withdrawals	9,123,064.84	2,555,224.23



WEST BAY SANITARY DISTRICT AGENDA ITEM 3C

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

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. 2,3,4	Call Outs	Sch PM	Jnsch. PM	USA's
January	13.9	4.4	0.1	2.8	5	12	80	0	0	0	94	13	1	208
February	12.2	6.6	0.4	2.3	9	4	64	0	0	0	55	11	0	174
March	18.0	0.2	0.1	3.0	0	11	69	0	0	0	54	14	0	139
April	9.3	4.6	0.3	3.5	6	12	70	1	0	0	49	9	0	184
May	13.1	7.8	0.4	1.9	4	8	69	1	0	0	49	14	0	283
June	15.9	0.2	0.5	3.5	0	13	64	0	0	0	62	11	0	158
July	10.6	2.9	0.1	3.8	3	8	76	1	0	0	45	13	0	152
August	11.3	6.2	0.3	3.7	4	16	71	0	0	0	53	5	0	114
Sept.	13.4	0.2	0.3	3.1	6	2	69	0	0	0	68	3	0	124
Oct.														
Nov.														
Dec														
Yr to date	117.7	33.1	2.5	27.6	37.0	86.0	632.0	3.0	0.0	0.0	529.0	93.0	1.0	1536.0
				**6.6										
2024 Goals	120.0	50.0	n/a	45-50	50-65	90	n/a	<10	<	4	n/a	n/a	n/a	n/a
2023 Results	127.7	47.1	8.5	**45.4	52	94	821	0	0	2	832	85	11	3416
2022 Results	120.9	53.6	7.5	**40.3	**92	100	774	0	1	2	858	97	2	3161
2021 Results	*123	*50	8.6	**46	**55	91	834	2	0	4	944	n/a	n/a	2294
2020 Results	134.2	51.0	8.4	29.6	72	85	754	6	0	0	1012	89	5	2362
2019 Results	112.0	48.2	6.9	42.7	60	86	967	6	0	4	1063	75	33	2850
2018 Results	134.2	48.5	7.4	42.1	66	63	1256	6	0	4	1139	134	89	2525

* = Including TOW

**= Including LAH and TOW

* = Including TOW **= Including LAH and TOW

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

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

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

Town of Los Altos Hills O & M Report 23/24										
	Basin PM Pipe Clean- ing	High Freq. PM Pipe Clean- ing	Un- Sche. Pipe Clean- ing	WBSD CCTV Insp.	Pipe Patch Repairs	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls
Month								Cat. 1	Cat. 2&3s	Call Outs
	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.			
Jan	1.0	1.3	0.2	1.0	0	4	0	0	0	0
February	2.2	0.2	0.0	1.1	2	4	0	0	0	0
March	1.4	1.2	0.0	1.0	0	4	0	0	0	0
April	0.5	1.8	0.3	0.1	2	5	0	0	0	0
May	0.4	1.7	0.0	0.8	2	5	0	0	0	0
June	2.6	0.5	0.1	0.5	3	5	0	0	0	0
July	0.0	1.1	0.0	0.0	3	4	0	0	1	0
*August 24	0.0	1.1	0.0	0.2	0	4	0	0	0	0
Sept.	0.6	1.1	0.0	0.9	0	4	0	0	0	0
Oct.	0.0	1.3	0.2	0.9	0	4	0	0	0	0
Nov.	0.4	1.4	0.0	1.0	0	4	0	0	0	0
Dec	1.0	1.6	0.0	0.9	0	4	0	0	0	0
** Yr to date	10.1	14.3	0.8	8.4	12.0	51	0	0	1	0
FY23/24Goals	10.6	14.4	n/a	8.1	n/a	52	n/a	n/a	n/a	n/a

* = August- Start of Contract

	Goal	Total	Remain
Cleaning	25	25.2	-0.2
Inspection	8.1	8.4	-0.3

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

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

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



Yearly Summary Report

10/2/2024
10:08 AM

Dates Between 10/1/2023 and 9/30/2024

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

Report to the District Board for the Regular Meeting of October 9, 2024

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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. Twenty-nine properties have been added to the District's Tax Rate Area through San Mateo County. The remaining eighteen will be billed manually. Half are in San Mateo County and the other half are in Santa Clara County.
- b. HF&H is reviewing the approved 2025 Solid Waste Rates to make sure they are still in-line considering the effects of SB1383 on garbage, recycling, and organics collection.
- c. The Succession Plan conducted by CPS HR Consulting will be presented to the Board in October of 2024.

2) Finance:

- a. Auditors continue to work with the Finance Manager. The draft audit report will be reviewed by the Finance Committee in November prior to acceptance.
- b. Bayfront Recycled Water Facility - State Revolving Fund reimbursement request has been submitted to the State for approximately \$800k. The State requested back up materials to certain invoices prior to them sending out the reimbursement payment.
- c. Staff continues to work with Oracle's NetSuite by setting up vendors, general ledger codes, and other data as part of the implementation process. Implementation is scheduled to take six months or approximately February 2025.
- d. Staff is expecting grant funds from the National Fish and Wildlife Foundation for the Living Shoreline - Levee Project. The amount is expected to be approximately \$750,000.00.

3) CIP Projects:

a. Capital Improvement Program (CIP):

- i. Casey Construction continues to rehabilitate the Willow Pump Station.

b. Levee Improvement Project:

- i. Anderson Pacific has begun the second phase of the levee project.

c. Point Repair Project Phase II:

- i. Casey Construction continues to replace numerous pipe segments as part of the Phase II Point Repair Project.

4) Information Technology (IT):

- a. The online permitting system went live on August 19, 2024. Thus far over 59 permits and plan reviews have been processed through the system. Staff is working with Central Square to address report downloading issues.

- 5) **Operations and Maintenance:**
 - a. **Collection System:**
 - i. The California Legislature officially designated the first week in October - **California Water Professionals Appreciation Week**. It intends to highlight the important role of water and wastewater professionals in ensuring safe and reliable water, wastewater, and recycled water in California.
 - b. **Pump Facilities:**
 - i. The District Engineer issued the notice to proceed for the Pump Station Telemetry upgrade project to Blocka Construction of Pleasanton, California.
 - c. **Training:**
 - i. Management staff received Supervisor training on “Managing the Marginal Employee”. The course is part of a California Sanitation Risk Management Authority program to lower the District’s Liability Insurance deductible.
- 6) **Water Quality:**
 - a. **Sharon Heights Golf and Country Club (SHGCC):**
 - i. One of the pumps at the Phil Scott Pump Station failed and is being repaired.
 - b. **Bayfront Recycled Water Facility (BRWF):**
 - i. Anderson Pacific continued with the demolition of the retired treatment facility.
- 7) **Fleet and Facilities:**
 - a. **Vehicle Maintenance:**
 - i. Staff is evaluating the vehicles and equipment at East Palo Alto Sanitary District (EPASD) prior to deploying them in the field.
- 8) **Personnel:**
 - i. Second round interviews for the Maintenance Workers were held on Wednesday October 2nd.
- 9) **Upcoming Events:**
 - a. **Next Regular Board Meetings:** Wednesdays, October 9th & 23rd.
- 10) **Misc. Items:**
 - a. **West Bay:** The General Manager will update the Board on miscellaneous items related to District operations.
 - b. **Town of Los Altos Hills:** Staff continues to maintain the system and contribute to CIP recommendations.
 - c. **Town of Woodside:** Staff continues to maintain the Town’s pump stations and collection system.
 - d. **East Palo Alto:** West Bay staff has begun to assist City staff in the reorganization of the EPA Sanitary District. Many of the processes and maintenance schedules are not adequate and are being re-evaluated. Both City and West Bay staff are engaged in providing notification to the public and improving the level of service in the community.



WEST BAY SANITARY DISTRICT AGENDA ITEM 5

To: *Board of Directors*

From: *Fariborz Heydari, P.E., District Engineer*

Subject: *Authorize the General Manager to Amend the Storm Water Pollution Prevention Plan Agreement with Kaz & Associates, LLC dated June 28, 2023, for the Bayfront Recycled Water Facility Improvement Project 1763.0*

Background

On June 28, 2023, the Board authorized the General Manager to enter into an agreement with Kaz & Associates, LLC to prepare the Storm Water Pollution Prevention Plan (SWPPP) as required by the Regional Water Quality Control Board (RWQCB) permit. The agreement covered the levee project site exclusively.

The RWQCB required a SWPPP to be produced for the Bayfront Recycled Water Facility. The most efficient and cost-effective way to meet the State's requirement is to amend our current levee project SWPPP with the RWQCB to include the Recycled Water Facility.

Kaz & Associates will amend the plan to include the reclaimed water facility site.

The proposal summarizes the understanding of the project and presents proposed scope of work, budget, and assumptions for supporting implementation of the SWPPP and all required Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) monitoring services for the anticipated schedule of September 2025 through the anticipated project completion of March 31, 2027.

Analysis

The services include the following tasks, with added descriptions in the attached proposal.

Task	General Description
SWPPP Services	<ul style="list-style-type: none">• SWPPP Amendments• QSP and QSP Inspection/Monitoring and Reporting• Annual Report(s)• Consultation Hours

Fiscal Impact

The District applied for a loan from the State Water Resources Control Board (SWRCB) State Revolving Fund (SRF) to design and construct the Levee as well as the Recycled Water facility. The SWRCB awarded the project \$66.6 million including \$4.7 million in State grants. The SRF will fund the recycled water facility and a portion of the levee.

The District's FY2024/25 Construction in Progress – Bayfront Recycled Water Facility Improvement Project has a budget of \$25.5 million from which \$7.1 million has been encumbered for Anderson Pacific contract for the demolition of the decommissioned wastewater treatment plant. The proposed fee for the above listed tasks is \$54,150 through March 31, 2027.

Recommendation

The District Engineer recommends the District Board of Directors authorize the General Manager to amend the agreement with Kaz & Associates, LLC, dated June 28, 2023, for the Bayfront Recycled Water Facility Improvement Project 1763.0.

Attachment: Kaz & Associates, LLC Proposal
Amendment One



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

RE: SWPPP Compliance Services for the West Bay Sanitary District Flow Equalization and Resource Recovery Facility Levee Improvements Project in the City of Menlo Park, CA –
Change Order #001

Mr. Heydari, P.E.,

Per request, Kaz & Associates Stormwater Specialist is pleased to submit the following SWPPP consultant the Change Order Request associated with the ongoing and future construction at the Flow Equalization and Resource Recovery Facility Levee Improvements Project.

Based on the provided information, changes to construction and work areas will occur at the site related to demo of the decommissioned wastewater treatment plant for the construction of the new recycled water facility within Bedwell Bayfront Park.

The existing SWPPP will be revised to incorporate all new construction areas as part of the existing plan and project's site-specific Notice of Intent. The current NOI schedule indicates construction to be completed by February 25, 2025, with the revising incorporating all improvement through the estimated completion of March 31, 2027.

This Change Order Request include the following services and associated budgets:

Task	Description
1	SWPPP Amendments
2	QSD and QSP Inspections/Monitoring and Reporting
3	Annual Report(s)
4	Consultation Hours

CHANGE ORDER COST ESTIMATE

The cost estimate below is the anticipated costs for work beyond September 2025 through the anticipated project completion of March 31, 2027. All services to be provided will be billed according to the rates listed in the table below:

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Price</u>
SWPPP Amendment	3	\$1,000.00	\$3,000.00
QSD Field Inspections*	6	\$500.00	\$3,000.00
QSP Inspections & Monitoring**	120	\$350.00	\$42,000.00
Annual Compliance Certification Report	2	\$1,250.00	\$2,500.00
Consultation Hours**	24	\$150.00	\$3,600.00
Estimated Total for Services Based on Approximate Project Schedule. <u>Any Unused Services Will Not Be Billed.</u>			\$54,150.00

**Per Construction General Permit requirements, QSD inspections are required a minimum of 2x per year (within 30 days of the project starting, then twice annually.... August through October and January through March). 6 total have been budgeted in this proposal.*

***QSP Comprehensive Oversight Inspection and Monitoring budget is based off the following frequencies:*

- *Weekly site inspections by a QSP from October through April for Rainy Season*
- *Required QSP Pre storm Inspections per the 2022 CGP (budgeted 2 a month for 7 months)*
- *Every other week during dry season (May through September)*

Approximately 75 inspections have been budgeted for each year of construction for comprehensive oversight services. The below table gives an estimate of inspection frequencies per month throughout the year, based on the local requirements and the previous two years of rainfall for the project area, with unused inspections rolling over:

<i>Sept</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>April</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>
<i>4</i>	<i>5</i>	<i>6</i>	<i>10</i>	<i>10</i>	<i>9</i>	<i>8</i>	<i>6</i>	<i>5</i>	<i>4</i>	<i>4</i>	<i>4</i>
<i>Total Estimated Number of Inspections = 75 per year</i>											
<i>Only inspections performed will be used and total number is an anticipated budget for the project schedule. All unused services at the end of project will not be billed.</i>											

***Consultation budgeted allotment is for additional compliance related services that are outlined in the original contract scope of work section.*

For the purpose of the proposal, the cost estimate reflects an assumed level of professional services and is based on the following assumptions with regards to the project:

Field Visits

- Potential site visit for preliminary assessment of pre-construction conditions;
- Qualified Storm Water Developer and Practitioner (QSS/P) site visits per the 2022-CGP requirements
 - Weekly year round
 - All rain related inspections (pre, during and post)
 - Compliance related inspections based on any deficiencies or unauthorized discharges

Other Assumptions

- Soil Contamination is not present at the site;
- Non-visible pollutants are not present in site stormwater runoff or non-stormwater;
- Installation of BMPs to be completed by others; and,
- Construction personnel to schedule and implement corrective actions as needed directed by the QSP and provide photo documentation of actions taken.

PERIOD OF SERVICE

Ongoing SWPPP related monitoring and construction schedules through the anticipated completion date of March 31, 2027.

K&AES appreciates the opportunity to provide the Change Order consulting proposal for West Bay Sanitary District Flow Equalization and Resource Recovery Facility Levee Improvements Project. Please contact me at 707-816-2748 should you have any questions.

Sincerely,

Sean Kazemi

Principal – TOR, QSD/P

Kaz & Associates Stormwater Specialist

s.kazemi@kazandassoc.com



CHANGE ORDER
AUTHORIZATION FORM

Storm Water Pollution Prevention Program
For
Flow Equalization and Resource Recovery Facility Levee Improvements Project

I authorize Kaz & Associates, LLC to proceed with the listed Storm Water Services to ensure compliance for the duration of construction.

Authorized Signature

Date

Printed Name

Title

PO # _____

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Price</u>
SWPPP Amendment	3	\$1,000.00	\$3,000.00
QSD Field Inspections*	6	\$500.00	\$3,000.00
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Consultation Hours**	24	\$150.00	\$3,600.00
Estimated Total for Services Based on Approximate Project Schedule. <u>Any Unused Services Will Not Be Billed.</u>			\$54,150.00

**Per Construction General Permit requirements, QSD inspections are required a minimum of 2x per year (within 30 days of the project starting, then twice annually.... August through October and January through March). 6 total have been budgeted in this proposal.*

***QSP Comprehensive Oversight Inspection and Monitoring budget is based off the following frequencies:*

- *Weekly site inspections by a QSP from October through April for Rainy Season*

- Required QSP Pre storm Inspections per the 2022 CGP (budgeted 2 a month for 7 months)
- Every other week during dry season (May through September)

Approximately 75 inspections have been budgeted for each year of construction for comprehensive oversight services. The below table gives an estimate of inspection frequencies per month throughout the year, based on the local requirements and the previous two years of rainfall for the project area, with unused inspections rolling over:

Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
4	5	6	10	10	9	8	6	5	4	4	4
<p>Total Estimated Number of Inspections = 75 per year</p> <p>Only inspections performed will be used and total number is an anticipated budget for the project schedule. All unused services at the end of project will not be billed.</p>											

**Consultation budgeted allotment is for additional compliance related services that are outlined in the original contract scope of work section.

PAYMENT TERMS: K&AES does not allow retainer on payments for services provided. Payments reflected above are due and payable as provided in the Authorization Agreement. If terms are not provided therein, then sums shall be due and payable in full within 30 days after date of invoice. A finance charge will be imposed upon any sums 30 days or more past due at a periodic rate of 1% per month (Annual rate of 12%). This rate will be calculated upon past due balance at the end of each billing period. Any payments received during each billing period shall be applied to the oldest outstanding amounts due. If payment of past due sums is turned over for collection agency or attorney, sums due and payable shall include recovery of reasonable attorney's fees and costs incurred, regardless of whether enforcement proceedings are filed.

Proposed service costs are good for 90 days, unless agreed upon in writing between the client and K&AES management team.

Disclaimer:

Unless otherwise noted, referenced standards and specifications for BMPs included in the Storm Water Pollution Prevent Plan (SWPPP) will follow recommendations of the Construction General Permit, Order WQ 2022-0057-DWQ and the California Stormwater Quality Association (CASQA) BMP Manual Guidelines. If, in the unlikely event, the BMP details are not sufficient, or pose a threat to water quality, public health or property, or safety concerns are perceived to exist by using the recommended BMPs, please contact Kaz & Associates, LLC for clarification or changes. If contracted to conduct site inspections, Kaz & Associates, LLC staff are trained to assess the site conditions, recommend corrective actions, and ensure that the implemented BMPs and or corrective actions are installed correctly and are effective.

This SWPPP plan will be prepared in accordance with the Clean Water Act and RWQCB General Construction Permit, Order No. WQ 2022-0057-DWQ to comply with environmental regulations during the project construction. The decisions on how to operate the construction site, including but not limited to the SWPPP implementation and installation of BMPs, as recommended, rest solely with the project Owner and the General Contractor and/or Sub-contractors, not with Kaz & Associates, LLC. Therefore, Kaz & Associates, LLC is not liable for the operational decisions of the Owner and/or General Contractor to follow the recommendations as outlined in the SWPPP or in any site inspection recommendations performed by Kaz & Associates, LLC staff. It is the Owner and/or General Contractor responsibility to ensure the site maintains compliance at all times during construction.

Kaz & Associates, LLC staff are contracted to assess the active, inactive, completed and stabilized areas to ensure that the implemented practices will be effective in minimizing potential pollutant discharges during construction. Kaz & Associates, LLC can ensure compliance only when the Owner and/or the Contractor implement all recommendations and corrective actions in a timely manner and effectively. Situations may arise, that even with appropriate erosion and sediment control measures implemented throughout the site failures may occur.

The Owner and or owner's Contractor agrees to hold Kaz & Associates, LLC harmless for any potential violations the Owner/Contractor may receive for operational violations from regulatory agencies, including but not limited to, such as city governments, the State, or EPA.

Kaz & Associates, LLC will answer questions on how the SWPPP was prepared, inspections were conducted, corrective actions were recommended/implemented and defend all recommendations made with any regulated authority that may request it. By accepting the proposal, the Owner and their contractor(s) accept this disclaimer and its conditions.

**AMENDMENT ONE TO AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN
WEST BAY SANITARY DISTRICT AND KAZ
& ASSOCIATES, LLC**

THIS AMENDMENT ONE TO AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment One”) is made and entered into on the date by which it has been duly executed by all parties hereto by and between West Bay Sanitary District, hereinafter referred to as “District”, and Kaz & Associates, LLC, hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, District and Consultant are Parties to that certain AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN WEST BAY SANITARY DISTRICT AND KAZ & ASSOCIATES, LLC (the “Agreement”), made and entered into on or about June 28, 2023; and

WHEREAS, the Parties desire to amend the Agreement as further detailed herein.

NOW, THEREFORE, the District and Consultant agree that the Agreement shall be amended by this Amendment One as follows:

1. Section II – SCOPE OF SERVICES is hereby amended add the following:

Consultant further agrees to perform those services described in that certain document entitled “SWPPP Compliance Services for the West Bay Sanitary District Flow Equalization and Resource Recovery Facility Levee Improvements Project in the City of Menlo Park, CA – Change Order #001, attached hereto as Exhibit A-1 and incorporated herein by reference. Consultant shall not undertake any work beyond the scope of services as set forth in Exhibits A or A-1. No changes in the scope of services shall be made without the District's prior written approval.

2. Section III – TIME FOR COMPLETION is hereby amended to read as follows:

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either March 31, 2027 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

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

3. Section IV – COMPENSATION is hereby amended to add the following:

For actual services performed by Consultant under Exhibit A-1, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in Exhibit A-1 as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$54,150.00 as specified in the Exhibit A-1, 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-1.

4. In all other material respects, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment One on the dates set forth below.

WEST BAY SANITARY DISTRICT

KAZ & ASSOCIATES, LLC

By: _____
Sergio Ramirez, General Manager

By: _____
Sean Kazemi, Principal

Date: _____

Date: _____

APPROVED AS TO FORM

Tony Condotti, General Counsel

EXHIBIT
“A-1”
SCOPE
OF
WORK

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 6**

To: Board of Directors

**From: Sergio Ramirez, General Manager
Jed Beyer, Water Quality Manager**

Subject: Consider Approving Bayfront Recycled Water Facility Consultation Services Agreement

Background

With the Bayfront Recycled Water Facility design underway, the need to build on the success of the Sharon Heights Recycled Water Facility, and even improve on that project, taking advantage of the lessons learned and shared experiences in design, project implementation, start-up, and operations into the Bayfront facility is critical. Matthew Mirenda was an integral figure to the success of the Sharon Heights project. From design, construction, start-up, and through the 6-month operational period, Mr. Mirenda was the lead contact for Anderson Pacific Engineering Construction, Inc. Mr. Mirenda has since retired from Anderson Pacific Engineering Construction, Inc., and is available to offer his expertise to the District for the Bayfront Recycled Water Facility. His contributions to the Sharon Heights Recycled Water Facility from inception to current day, as well as recent design involvement of the Bayfront facility, have been invaluable to the District.

Analysis:

The scope of work to be performed by Mr. Mirenda consists of:

Provide opinions, comments and suggestions for the Bayfront Treatment Plant (Bayfront) project based on design, construction and operations of the Recycled Water Treatment Plant at Sharon Heights (Sharon Heights). Specific scope of work, on an as-needed bases, will include:

- Advise District staff regarding the Bayfront project by attending meetings, discussions and workshops related to layout, equipment selection and plant features. Facilitate District discussions regarding control strategies, SCADA and SCADA screen development.
- Advise on similarities and differences of Bayfront design elements and suggest options based on performance of Sharon Heights.

- Attend Bayfront design meetings and discuss comments and concerns with District staff.
- Assist in review of startup and operations plans.
- Support District's operators with startup and operation of Bayfront.
- Continue monitoring Sharon Heights and provide general assessment of plant operations, maintenance, and overall health.
- Assist Sharon Heights plant operators with general troubleshooting, process problems, equipment maintenance/replacement, and programming issues.

Fiscal Impact:

Anderson Pacific Engineering Construction, Inc. will credit the District to the amount of \$82,000 from the Bayfront Recycled Water Facility Project, as what was Mr. Mirenda's value if working for Anderson Pacific Engineering Construction, Inc. from their proposal to construct the Bayfront Recycled Water Treatment Facility Project. The hourly rate for Mr. Mirenda's as-needed consultation services is one hundred ninety-five (\$195) dollars per hour.

Recommendation:

The General Manager and Water Quality Manager recommend the District Board approve the Bayfront Recycled Water Facility Consultation Services Agreement

Attachments:

Attachment A - Matthew Mirenda – Proposal and Consultant Agreement

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

October 1, 2024

Email: sramirez@westbaysanitary.org

Dear Sergio,

I am pleased to provide the following proposal for consulting services requested for the Sharon Heights and Bayfront Recycled Water Treatment Plants. It is greatly appreciated that you are considering my participation in your continuing endeavor to produce and deliver quality recycled water to our community.

Proposed Scope of Work:

Provide opinions, comments and suggestions for the Bayfront Treatment Plant (Bayfront) project based on design, construction and operations of the Recycled Water Treatment Plant at Sharon Heights (Sharon Heights). Specific scope of work, on an as-needed bases, will include:

- Advise District staff regarding the Bayfront project by attending meetings, discussions and workshops related to layout, equipment selection and plant features. Facilitate District discussions regarding control strategies, SCADA and SCADA screen development.
- Advise on similarities and differences of Bayfront design elements and suggest options based on performance of Sharon Heights.
- Attend Bayfront design meetings and discuss comments and concerns with District staff.
- Assist in review of startup and operations plans.
- Support District's operators with startup and operation of Bayfront.
- Continue monitoring Sharon Heights and provide general assessment of plant operations, maintenance, and overall health.
- Assist Sharon Heights plant operators with general troubleshooting, process problems, equipment maintenance/replacement, and programming issues.

Proposed Hourly Rate..... \$195.00

Please do not hesitate to call with questions and/or concerns with any portion of this proposal.

Sincerely,



Matthew Mirenda
mattfm523@gmail.com
408 482-5951

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WEST BAY SANITARY DISTRICT
AND
ALAN PLANJE**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 9th day of October, 2024 (the “Effective Date”), by and between West Bay Sanitary District, hereinafter referred to as “District”, and Matthew Mirenda, hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, Consultant will serves as a Recycled Water Treatment Plant Consultant for the West Bay Sanitary District; and

WHEREAS, District desires retain Consultant’s services on a temporary basis to advise District staff on Plant operations on an as-needed basis through completion of the Bayfront Recycled Water Treatment Facility, or January 30, 2028.

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

I. SCOPE OF SERVICES

Consultant will perform related to advising and consulting with staff on Plant operations on a as-needed basis in accordance to the Consultants Proposal – “Recycled Water Consultation Services”. Consultant shall not undertake any work beyond the scope of services described herein. 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 until terminated by the Parties. 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.

IV. COMPENSATION

For services to be performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation at an hourly rate of one hundred and ninety-five dollars (\$195.00) 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 the Proposal shall only be allowed if approved in advance in writing by the District’s authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the foregoing.

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 or his 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.

This section shall survive the termination or expiration of this Agreement.

VII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The 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.

VIII. SUBCONTRACTS

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

IX. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws and regulations.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees 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.
20. Notices. All written notices permitted or required under the terms of this Agreement shall be addressed as follows:

If to the DISTRICT: Mr. Sergio Ramirez, General Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025
Email: sramirez@westbaysanitary.org

If to the CONSULTANT: Mr. Matthew Mirenda
523 S. Francis Street
Sunnyvale, CA 94086

Email: mattfm523@gmail.com

X. 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

By: _____
Sergio Ramirez
General Manager

By: _____
Matthew Mirenda

Approved As To Form:

By: _____
Tony Condotti
Legal Counsel



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 7**

To: Board of Directors

From: Sergio Ramirez, General Manager

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

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

Recycled Water Facility Production Data:

2024	Processed	Delivered
January	5.8MG	175K gallons
February	5.6MG	464K
March	6.5MG	1.5MG
April	8.1MG	4.4MG
May	10.6MG	9.3MG
June	10.7MG	9.9MG
July	11.3MG	9.9MG
August	10.7MG	9.3MG
September	7.8MG	7MG

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

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

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

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

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

The following is a disclosure statement required for any document, written report or brochure prepared in whole or in part pursuant to the Finance Agreement with the State Water Resources Control Board for the West Bay Sanitary District Recycled Water Project - Sharon Heights: Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 8**

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

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

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

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 9**

To: Board of Directors

From: Sergio Ramirez, General Manager

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

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 10**

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 October 9, 2024

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